# PLANNING COMMISSION - PC - SPECIAL MEETING

# WEDNESDAY, MARCH 19, 2025

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

Eric Filar - Chair
Brianna Bernard - Vice Chair
Rene Cambero - Commissioner
Dr. Charles Golden III - Commissioner
Nolan King - 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 - February 19, 2025 Special Meeting:

Presented By: Matthew Bassi , Planning Department

**RECOMMENDATION:**

Staff recommends the Planning Commission approve the February 19, 2025 special meeting minutes as presented.

## 2. PUBLIC HEARINGS

**2.1** **Stiiizy Cannabis Proposal - Development Agreement (DA 24-0115):**
Presented By: Matthew Bassi , Planning Department

**RECOMMENDATION:**

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

1. Find and determine that approval of Development Agreement No. 24-0115 meets the findings for a Categorical Exemption in accordance with Section 15301 (Existing Facilities, Class 1) of the California Environmental Quality Act (CEQA) Guidelines; and

2. Adopt a Resolution entitled:

**PC RESOLUTION NO. 2025-03**

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) GUIDELINES, AND ADOPTION OF AN ORDINANCE APPROVING DEVELOPMENT AGREEMENT NO. 24-0115 TO ESTABLISH A RETAIL CANNABIS BUSINESS WITHIN AN EXISTING 2,527 SQUARE-FOOT RETAIL LEASE SPACE WITHIN THE C-G ZONE LOCATED AT 33980 MISSION TRAIL, SUITE #A & B (APN: 366-160-070)

## 3. GENERAL BUSINESS

**3.1** **Wildomar Crossings Retail Project - EOT #3 (Plot Plan No. 16-0134):**
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 #3 for Plot Plan No. 16-0134 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. 2025-04**

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 MAY 9, 2026 FOR PLOT PLAN NO. 16-0134 (WILDOMAR CROSSINGS RETAIL CENTER) LOCATED ON THE NORTHWEST CORNER OF STABLE LANES & CLINTON KEITH ROAD (APN: 380-120-003 & 380-120-004), AND A DETERMINATION THAT ADDITIONAL ENVIRONMENTAL REVIEW IS NOT REQUIRED PER CEQA GUIDELINES SECTION 15162.

**3.2** **Clinton Keith Marketplace Retail Center - EOT #1 (VTPM 37736 and CUP//Plot Plan 21-0033):**
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 #1 for VTPM 37736 and CUP/Plot Plan 21-0033 do 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. 2025-05**

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING A THREE (3) YEAR EXTENSION OF TIME (EOT #1 OF 3) TO MAY 18, 2028 FOR VTPM 37736 AND CUP/PLOT PALN NO. 21-0033 (CLINTON KEITH MARKETPLACE) LOCATED ON THE NORTHWEST CORNER OF HIDDEN SPRINGS ROAD AND CLINTON KEITH ROAD (APN: 380-110-009, -010, -014, AND -016), AND A DETERMINATION THAT ADDITIONAL ENVIRONMENTAL REVIEW IS NOT REQUIRED PER CEQA GUIDELINES SECTION 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.wildomar.gov/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.wildomar.gov.

**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.wildomar.gov.

Heidi Jemane
Deputy City Clerk
Dated: March 12, 2025

**CITY OF WILDOMAR**
**PC - SPECIAL MEETING**
**CONSENT CALENDAR**
**Agenda Staff Report # 1.1**
**Meeting Date: March 19, 2025**

**SUBJECT:** Planning Commission Meeting Minutes - February 19, 2025 Special Meeting:

**SUBMITTED BY:** Matthew Bassi

**PREPARED BY:** Matthew Bassi

**ACTION:**
Staff recommends the Planning Commission approve the February 19, 2025 special meeting minutes as presented.

**ATTACHMENTS:**
02-19-2025pcms.pdf

**MINUTES**
**CITY OF WILDOMAR**
**PLANNING COMMISSION**
**WEDNESDAY, FEBRUARY 19, 2025**
**COUNCIL CHAMBERS**
**23873 CLINTON KEITH ROAD SUITE 106**
**WILDOMAR, CA, 92595**

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

Chair Filar called the meeting to order at 6:00pm

## ROLL CALL

**Members in attendance:** Eric Filar, Brianna Bernard, Rene Cambero, Dr. Charles Golden III, and Nolan King

**Members absent:** None.

Staff in attendance: City Clerk Morales, Community Development Director Bassi, Assistant City Attorney Gutierrez, Senior Planner Lachgar, Public Works Director Farag, Economic Development Director Davidson and IT Specialist Sung.

## FLAG SALUTE

The flag salute was led by Chair Filar.

## APPROVAL OF THE AGENDA AS PRESENTED

There were no changes to the agenda as presented.

## 1) CONSENT CALENDAR

Moved by Dr. Charles Golden III; seconded by Brianna Bernard to approve the consent calendar as presented.

Motion Approved: 5 - 0

Voting For: Eric Filar, Brianna Bernard, Rene Cambero, Dr. Charles Golden III, Nolan King
Voting Against: None
Abstain: None
Absent: None

1.1) Planning Commission Meeting Minutes - February 5, 2025 Regular Meeting:

Approved the minutes as presented.

**2) PUBLIC HEARINGS**

There were no items scheduled.

**3) GENERAL BUSINESS**

3.1) Housing Element Annual HCD Progress Report for 2024:

Senior Planner Lachgar presented the staff report.

There were no public comments.

The Planning Commission received and filed the information.

3.2) Landscape Design Standards and Guidelines Update

Senior Planner Lachgar presented the staff report.

George Cambero, resident, provided public comment.

Moved by Nolan King; seconded by Brianna Bernard to 1. Find and determine that the adoption of the new Landscape Design Standards and Guidelines is exempt from the California Environmental Act (CEQA) Guidelines in accordance with Section 15061(b)(3) and 15378(b)(2) / (b)(5); and 2. Adopt a Resolution entitled: PC RESOLUTION NO. 2025-02A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILDOMAR, CALIFORNIA, RECOMMENDING CITY COUNCIL RESCIND RESOLUTION NO. 2022-39 AND APPROVE AN UPDATE TO THE CITY OF WILDOMAR LANDSCAPE DESIGN STANDARDS AND GUIDELINES.

Motion Approved: 5 - 0

Voting For: Eric Filar, Brianna Bernard, Rene Cambero, Dr. Charles Golden III, Nolan King
Voting Against: None
Abstain: None
Absent: None

3.3) Economic Development Department Presentation:

Economic Development Director Davidson presented the staff report.

There were no public comments.

The Planning Commission received and filed the presentation.

**FUTURE AGENDA ITEMS**

Chair Filar requested an update on the City's passive park.

Commissioner Cambero requested information regarding the street light on Wildomar

Trail.

Chair Filar requested information about trash cans at McVicar Park.

**ADJOURN THE MEETING**

Chair Filar adjourned the meeting at 7:07 P.M.

Submitted by:



Heidi Jemane
Deputy City Clerk

**CITY OF WILDOMAR**
**PC - SPECIAL MEETING**
**PUBLIC HEARING**
**Agenda Staff Report # 2.1**
**Meeting Date: March 19, 2025**

**SUBJECT:** Stiiizy Cannabis Proposal - Development Agreement (DA 24-0115):

**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 Development Agreement No. 24-0115 meets the findings for a Categorical Exemption in accordance with Section 15301 (Existing Facilities, Class 1) of the California Environmental Quality Act (CEQA) Guidelines; and

2. Adopt a Resolution entitled:

**PC RESOLUTION NO. 2025-03**

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) GUIDELINES, AND ADOPTION OF AN ORDINANCE APPROVING DEVELOPMENT AGREEMENT NO. 24-0115 TO ESTABLISH A RETAIL CANNABIS BUSINESS WITHIN AN EXISTING 2,527 SQUARE-FOOT RETAIL LEASE SPACE WITHIN THE C-G ZONE LOCATED AT 33980 MISSION TRAIL, SUITE #A & B (APN: 366-160-070)

**PROJECT DESCRIPTION:**

On December 16, 2020, the City Council, upon recommendation from the Planning Commission, adopted a Categorical Exemption and approved Conditional Use Permit (CUP) No. 20-0078 and Development Agreement (DA) No. 20-0078. The Applicant at the time (Culture Holdings of Wildomar, Inc.) established a retail cannabis business within an existing 1,440 square-foot retail lease space within the C-1/C-P (General Commercial) zone located at 33980 Mission Trail, Suite #A (APN: 366-160-070). The Applicant on November 10, 2021 received approval from the City Council for a revised CUP/DA to expand the cannabis business into an adjacent 835 square-foot lease space bringing the total approved lease space to 2,275 square feet. The Planning Department on September 24, 2020 and September 8, 2021, approved administratively (in accordance with Ordinance No. 188) the Local License applications, respectively.

Culture Holdings of Wildomar, Inc. was operating in accordance with the approved Local License and CUP/DA since the original approvals. However, after being notified by the City on July 9, 2024 to renew their approved Local License, Culture Holdings chose not to renew their Local License by the September 24, 2024 deadline. By this date, Culture Holding has already vacated the premises and notified the City that they were going out of business. Therefore, on September 30, 2024, the City officially notified Culture Holdings that their Local License was expired in accordance with Chapter 5.76 of the Wildomar Municipal Code. This meant they could no longer operate the retail cannabis business. Further, in accordance with Section 8.8 (subsection 8.8.4) of the original Development Agreement No. 20-0078, the Development Agreement also was terminated.

However, the approved CUP No. 20-0078 remains in full force and effect even though the lease space has been vacant since September 24, 2024 (refer to Attachment C, original Council report for details). In accordance with city codes and state planning and zoning laws, an approved CUP "runs" with the land and does not expire. Given this, Stiiizy Wildomar, LLC (and the property owner, Ed Manske) reached out to the Planning Department in December 2024 with a proposal whereby Stiiizy could occupy the lease space vacated by Culture Holdings under the approved CUP. Staff was supportive of this proposal provided Stiiizy apply for a new Local License and obtain approval of a new Development Agreement since these 2 former approvals lapsed and became null and void.

Thus, on January 21, 2025, Stiiizy submitted a new Local License and Development Agreement application. The Planning Department, after review by the applicable city departments, approved the Local License cannabis package on February 20, 2025. A copy of the local license cannabis proposal package is provided for Commission consideration (Attachment D). The proposed Development Agreement is discussed below. If successful, this cannabis store will be the 2nd in operation by Stiiizy. Their current retail cannabis business, which has been very successful, is located within the Wildomar Square retail center.

***Project Location/ Surrounding Land Uses:***

The proposed cannabis use will be located in an existing 10,708 square-foot multi-tenant commercial/retail building located at the northeast corner of Mission Trail and Bundy Canyon Road (33980 Mission Trail, Suite #A & B (APN: 366-160-070). The retail property is about 1.01 acres and the lease space is 2,275 square feet in size. The project site is currently vacant and surrounded by commercial and residential uses. There is vacant land to the south. Please refer to Attachment E for miscellaneous exhibits and diagrams.

***CEQA Compliance Review:***

In accordance with the California Environmental Quality Act (CEQA) Guidelines, the Planning Department evaluated the proposed Development Agreement No. 24-0115 establishing a retail cannabis business within an existing 2,275 square-foot retail lease space as part of a multi-tenant retail building located in the C-G (Commercial General) zone to determine what level of CEQA environmental review is required. Based on this review, the Planning Department has determined that Development Agreement No. 24-0115 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 as part of the cannabis business operations for which building permits will be required. Therefore, Development Agreement No. 24-0115 meets the criteria for this Categorical Exemption and Staff is recommending the Planning Commission

consider this exemption and recommend the City Council adopt a Categorical Exemption in accordance with Section 15301 (Existing Facilities, Class1) of the California Environmental Quality Act Guidelines.

***Local Cannabis License No. 24-0115 (Approved on February 20, 2025):***
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 (refer to background discussion above). 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 January 21, 2025. The local license cannabis package was distributed to city staff, including the Riverside County Fire and Sheriff's departments. 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 the city's review of the Local License cannabis package, the City approved Local License No. 24-0115, subject to conditions on February 20, 2025. 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. A copy of the approved Local License cannabis package is provided in Attachment D.

In accordance with Council Resolution No. 2020-35 (adopted on May 28, 2020), the City will collect a regulatory license fee of $142,615.60 from the Applicant every 2 years. This regulatory fee is non-refundable and is designed to cover the costs associated with regulating the cannabis industry in the City. The fee incorporates compliance monitoring by all departments and enforcement of City code on both legal and illegal cannabis businesses in the City limits. It also incorporates the costs of providing a full-time non-uniformed officer to the Cannabis Regulatory Task Force operating out of the Riverside County District Attorney

office. The Finance Department at this time is considering an amendment to the Regulatory License Fee and will bring this to the City Council in Spring/Summer 2025.

The regulatory license fee may be paid in full upfront at the time of issuance of Occupancy Permits, or if the Applicant chooses, the regulatory fee may be paid in two (2) equal installments with payment #1 (50%) due at the time of issuance of a Certificate of Occupancy, followed by payment #2 (50%) due within six (6) months after issuance of a Certificate of Occupancy. The amount of the first regulatory licensing fee payment will be prorated based on the amount of time remaining on the license at the time a Certificate of Occupancy is issued. Beginning in Year #3 and onward, the regulatory license fee shall be paid in full concurrently with the renewal of the 2-year Local License application.

***Conditional Use Permit No. 20-0078 (formally Culture Cannabis Business):***
As discussed in the Background Section, the City Council approved the CUP for the proposed lease space in accordance with Chapter 17.315.040 of the WMC. The original proposed cannabis use, and CUP were evaluated by city staff, including the Riverside County Fire and Riverside County Sheriff's departments. Review of the proposed cannabis use was conducted in accordance with Chapter 17.315 (Cannabis Regulations and Ordinance No. 187) of the Wildomar Municipal Code. The Applicant is required to comply with all the provisions and conditions of approval of the approved CUP. The CUP cannabis package requires elements of the proposal, including but not limited to, a statement of qualifications, project description, neighborhood compatibility plan and parking analysis. A copy of the approved CUP cannabis package is provided in Attachment C. The applicant is required to comply with all the existing CUP provisions and conditions of approval as they move forward to tenant improvements and a certificate of occupancy.

***Development Agreement (DA) No. 24-0115:***
In accordance with Section 17.240.030 of the WMC, the proposal to establish a retail cannabis business at the proposed location, under the circumstances described above, requires approval of a Development Agreement. The DA Agreement establishes the requirements and procedures that provide certainty, definition and commitment to developers as well as to any applicable public improvements required by the action. The DA also establishes a "development agreement fee" to be paid by the Applicant on a quarterly basis to operate a cannabis business in Wildomar as well as other standard legal requirements. Each of these elements are addressed in detail in the Analysis section of this staff report. A copy of the proposed Development Agreement and the provisions therein is provided in Attachment A, Exhibit 2.

## PROJECT ANALYSIS:

**Development *Agreement No. 24-0115 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 agency. In accordance with Chapter 17.75 and 17.240 of the WMC, the Applicant has entered into such agreement with the City. The proposed Development Agreement is between the City of Wildomar and Stiiizy Wildomar, LLC (dba Stiiizy Mission Trail), a Limited Liability Corporation, however, the property owner (The Manske Revocable Trust, Mr. Edwin Manske) must review the agreement and provide a notarized signature. The property owner signature establishes the fact that they are aware of

the cannabis proposal. Mr. Manske has reviewed the Development Agreement and has accepted the provisions therein. His signature is provided in the Agreement.

This proposed Development Agreement is consistent with the city's standard agreement with other retail cannabis businesses. The Agreement covers a 20-year period and establishes an annual fee (separate from the sales tax revenue) to be paid to the City by the Applicant for operating a cannabis business in Wildomar. The fees that the City and Applicant have agreed to comprise basically three (3) "deal points" as described below (refer to Section 3.2 of the DA (Attachment A, Exhibit 2).

- Twenty dollars ($20.00) per gross square foot of floor area based on a 2,275 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. This fee based on the gross lease space of 2,275 square-foot will generate approximately $45,500 annually to the general fund ($910,000 over the life of the 20-year agreement).
- Between the 1st anniversary through the 5th anniversary, the Applicant will pay 3% of their gross receipts to the City. Based on the Applicant's projected cannabis sales revenues of approximately $8,000,000 annually (refer to the Business Plan in the Local License Cannabis package, Attachment D, Pdf page 57), this location will generate approximately $240,000 annually ($1,200,000 total during this 5-year period). Of course, as annual sales increase (or decrease), the revenues will increase (or decrease) proportionately.
- Between the 6th anniversary through 20th anniversary, the Applicant will pay 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. Based on the Applicant's projected cannabis sales revenues of approximately $10,800,000 annually during this period, this fee could generate approximately $540,000 annually ($8,100,000 total during this 15-year period). Of course, as annual sales increase (or decrease), the revenues will increase (or decrease) proportionately.
- 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 of 2% directly to the City (based on applicant revenue projections) could generate approximately $160,000 – 216,000 annually. One percent (1%) would be allocated to the general fund and 1% to the Measure AA fund per City Council policy. The City Council will have the final authority to approve the proposed Development Agreement. The findings for support of the Development Agreement are provided below.

***Development Agreement Finding:***

In accordance with Chapter 17.75.040 of the Wildomar Municipal Code, and 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. 24-0115 to establish a retail cannabis business within an existing 2,275 square-foot retail lease space located at 33980 Mission Trail, Suite #A & B (APN: 366-160-070) is consistent with the General Plan of the City of Wildomar. General Plan land use policies 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 Categorical Exemption Analysis:***
In accordance with the California Environmental Quality Act (CEQA) Guidelines, the Planning Department evaluated the proposed Development Agreement No. 24-0115 establishing a retail cannabis business within an existing 2,275 square-foot retail lease space within the C-G (Commercial General) zone to determine what level of CEQA environmental review is required. Based on this review, the Planning Department has determined that approval of Development Agreement No. 24-0115 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 33980 Mission Trail, Suite #A & B as part of the cannabis business operations for which building permits will be required. Therefore, Staff is recommending the Planning Commission recommend the City Council adopt this Categorical Exemption in accordance with Section 15301 (Existing Facilities, Class1) of CEQA.

**PUBLIC NOTICE:**

In accordance with Section 17.125.070 of the Wildomar Municipal Code, the Planning Department on March 3, 2025 mailed out a public hearing notice to all property owners within a 600-foot radius of the project boundary notifying said property owners of the March 19, 2025 Planning Commission meeting at which time the Planning Commission would consider Development Agreement No. 24-0115 to establish the proposed retail cannabis business within an existing 2,527 square-foot retail lease space located at 33980 Mission Trail, Suite #A & B. In accordance with Chapter 17.125.070 of the Wildomar Municipal Code, the Planning Department, on March 7, 2025 published a legal notice in the Press Enterprise, a local newspaper of general circulation, notifying the general public of the March 19, 2025 Planning Commission meeting at which time the Planning Commission would consider Development Agreement No. 24-0115 to establish the proposed retail cannabis business within an existing 2,527 square-foot retail lease space located at 33980 Mission Trail, Suite #A & B. Lastly, in accordance with Ordinance No. 135, the Planning Department, on March 7, 2025, posted a public hearing notice “sign board” along Mission Trial and Bundy Canyon Road street frontages notifying the general neighborhood of the March 19, 2025 Planning Commission meeting.

**ATTACHMENTS:**

Attach A - PC Resolution 2024-03 [3-19-25].pdf
Attach A-Ex1-Draft CC Ord [3-19-25].pdf
Attach A-Ex2-Dev Agreement [3-19-25].pdf
Attach A-Ex3 - Stiiizy DA Cannabis Proposal Package [3-19-25].pdf
Attach B - Original CUP 20-0078 CC Rept [12-16-20].pdf
Attach C - Approved CUP-R1 Cannabis Package [11-10-21].pdf
Attach D - Stiiizy Local License Cannabis Package [2-20-25].pdf
Attach E - Miscellaneous Exhibits.pdf
Attach F - Site Plan-Interior Exhibits.pdf
Attach G - Stiiizy power point [3-19-25].pdf

# ATTACHMENT A

## PC Resolution No. 2025-03

## Development Agreement No. 24-0115

**PC RESOLUTION NO. 2025-03**

**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. 24-0115 TO ESTABLISH A RETAIL CANNABIS BUSINESS WITHIN AN EXISTING 2,275 SQUARE-FOOT RETAIL LEASE SPACE WITHIN THE C-G ZONE LOCATED AT 33980 MISSION TRAIL, SUITE #A & B (APN: 366-160-070)**

**WHEREAS**, the Planning Department on January 21, 2025 received an application for Development Agreement No. 24-0115 to establish a retail cannabis business within an existing 2,275 square-foot retail lease space within the C-G (Commercial General) zone located at 33980 Mission Trail, Suite #A & B (APN: 366-160-070) from:

| | |
|---|---|
| Applicant/Owner: | STIIIZY Wildomar, LLC (Tak Sato) |
| Project Location: | 33980 Mission Trail, Suite #A & B |
| APN: | 366-160-070 |
| Project Area: | 1.01 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 17.240 of the Wildomar Municipal Code, the Applicant is required to enter into a Development Agreement for the operation of the retail cannabis business and said Development Agreement must be approved by the Planning Commission and the City Council; and

**WHEREAS,** in accordance with Section 17.125.070 of the Wildomar Municipal Code, the Planning Department on March 3, 2025 mailed out a public hearing notice to all property owners within a 600-foot radius of the project boundary notifying said property owners of the March 19, 2025 Planning Commission meeting at which time the Planning Commission would consider Development Agreement No. 24-0115 to establish the proposed retail cannabis business within an existing 2,527 square-foot retail lease space located at 33980 Mission Trail, Suite #A & B. and

**WHEREAS**, in accordance with Ordinance No. 135, the Planning Department, on March 7, 2025, posted a public hearing notice “sign board” along Mission Trial and Bundy Canyon Road street frontages notifying the general neighborhood of the March 19, 2025 Planning Commission meeting at which time the Planning Commission would consider Development Agreement No. 24-0115 to establish a retail cannabis business within an existing 2,275 square-foot retail lease space within the C-1/C-P (General Commercial) zone located at 33980 Mission Trail, Suite #A (APN: 366-160-070); and

**WHEREAS**, in accordance with Chapter 17.125.070 of the Wildomar Municipal Code, the Planning Department, on March 7, 2025 published a legal notice in the Press Enterprise, a local newspaper of general circulation, notifying the general public of the March 19, 2025 Planning Commission meeting at which time the Planning Commission would consider Development Agreement No. 24-0115 to establish the proposed retail cannabis business within an existing 2,527 square-foot retail lease space located at 33980 Mission Trail, Suite #A & B; and

**WHEREAS**, in accordance with Chapter 17.240 of the Wildomar Municipal Code, the Planning Commission conducted a duly noticed public hearing to discuss the proposed Development Agreement No. 24-0115 on March 19, 2025, 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.

**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 Development Agreement No. 24-0115 establishing a retail cannabis business within an existing 2,275 square-foot retail lease space as part of a multi-tenant retail building located in the C-G (Commercial General) zone to determine what level of CEQA environmental review is required. Based on this review, the Planning Department has determined that Development Agreement No. 24-0115 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 as part of the cannabis business operations for which building permits will be required. Therefore, Development Agreement No. 24-0115 meets the criteria for this Categorical Exemption and Staff is recommending the Planning Commission consider this exemption and recommend the City Council adopt a Categorical Exemption in accordance with Section 15301 (Existing Facilities, Class1) of the California Environmental Quality Act Guidelines.

**SECTION 2. MULTIPLE SPECIES HABITAT CONSERVATION PLAN (MSHCP)**

The Planning Commission hereby finds Development Agreement No. 24-0115 to establish a retail cannabis business within the C-G (Commercial General) zone located at 33980 Mission Trail, Suite #A & B (APN: 366-160-070) 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. DEVELOPMENT AGREEMENT**

In accordance with Section 17.240 of the Wildomar Municipal Code, the Planning Commission recommends the City Council adopt the Ordinance approving Development Agreement No. 24-0115, as provided herein and attached hereto as Exhibit 1.

**SECTION 4. GENERAL PLAN CONSISTENCY**

The Planning Commission hereby finds and determines that Development Agreement No. 24-0115 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 5. PLANNING COMMISSION ACTION**

The Planning Commission of the City of Wildomar, based on the above finding and the conditions and obligations contained in the proposed Development Agreement, hereby adopts PC Resolution No. 2025-03 recommending City Council approval of an Ordinance (Exhibit 1, under separate cover) adopting a Categorical Exemption and approving Development Agreement No. 24-0115 with the findings and obligations contained in the record (Exhibit 2, under separate cover), subject to conditions of approval (Exhibit 3, under separate cover).

**PASSED, APPROVED AND ADOPTED** this 19th day of March, 2025.

_____
Eric Filar
Planning Commission Chairman

**ATTEST:**

_____
Matthew C. Bassi
Community Development Director/Minutes Secretary

**APPROVED AS TO FORM:**

_____
Stepanie 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 DEVELOPMENT AGREEMENT NO. 24-0115 TO ESTABLISH A RETAIL CANNABIS BUSINESS WITHIN AN EXISTING 2,275 SQUARE-FOOT RETAIL LEASE SPACE WITHIN THE C-G ZONE LOCATED AT 33980 MISSION TRAIL, SUITE #A & B (APN: 366-160-070)**

## RECITALS:

**WHEREAS**, the Planning Department on January 21, 2025 received an application for Development Agreement No. 24-0115 to establish a retail cannabis business within an existing 2,275 square-foot retail lease space within the C-G (Commercial General) zone located at 33980 Mission Trail, Suite #A & B (APN: 366-160-070) from:

| | |
|---|---|
| Applicant/Owner: | STIIIZY Wildomar, LLC (Tak Sato) |
| Project Location: | 33980 Mission Trail, Suite #A & B |
| APN: | 366-160-070 |
| Project Area: | 1.01 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 17.240 of the Wildomar Municipal Code, the Applicant is required to enter into a Development Agreement for the operation of the retail cannabis business and said Development Agreement must be approved by the Planning Commission and the City Council; and

**WHEREAS,** in accordance with Section 17.125.070 of the Wildomar Municipal Code, the Planning Department on _____, 2025 mailed out a public hearing notice to all property owners within a 600-foot radius of the project boundary notifying said property owners of the _____, 2025 City Council meeting at which time the City Council would consider Development Agreement No. 24-0115 to establish the proposed retail cannabis business within an existing 2,527 square-foot retail lease space located at 33980 Mission Trail, Suite #A & B; and

**WHEREAS**, in accordance with Ordinance No. 135, the Planning Department, on _____, 2025, posted a public hearing notice “sign board” along Mission Trial and Bundy Canyon Road street frontages notifying the general neighborhood of the _____, 2025 City Council meeting at which time the City Council would consider Development Agreement No. 24-0115 to establish a retail cannabis business

within an existing 2,275 square-foot retail lease space within the C-1/C-P (General Commercial) zone located at 33980 Mission Trail, Suite #A (APN: 366-160-070); and

**WHEREAS**, in accordance with Chapter 17.125.070 of the Wildomar Municipal Code, the Planning Department, on _____, 2025 published a legal notice in the Press Enterprise, a local newspaper of general circulation, notifying the general public of the _____, 2025 City Council meeting at which time the City Council would consider Development Agreement No. 24-0115 to establish the proposed retail cannabis business within an existing 2,527 square-foot retail lease space located at 33980 Mission Trail, Suite #A & B; and

**WHEREAS**, in accordance with Chapter 17.240 of the Wildomar Municipal Code, the City Council conducted a duly noticed public hearing to discuss the proposed Development Agreement No. 24-0115 on _____, 2025, 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. 24-0115 establishing a retail cannabis business within an existing 2,275 square-foot retail lease space as part of a multi-tenant retail building located in the C-G (Commercial General) zone to determine what level of CEQA environmental review is required. Based on this review, the Planning Department has determined that Development Agreement No. 24-0115 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 as part of the cannabis business operations for which building permits will be required. Therefore, Development Agreement No. 24-0115 meets the criteria for this Categorical Exemption and the Planning Commission has recommended the City Council adopt the Categorical Exemption in accordance with Section 15301 (Existing Facilities, Class1) of the California Environmental Quality Act Guidelines.

**SECTION 2. MULTIPLE SPECIES HABITAT CONSERVATION PLAN (MSHCP)**

The City Council hereby finds Conditional Use Permit No. 24-0115 to establish a retail cannabis business within an existing 2,275 square-foot retail lease space within the C-1/C-P (General Commercial) zone located at 33980 Mission Trail, Suite #A & B (APN: 366-160-070) 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. 24-0115 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. 24-0115 as illustrated herein and attached hereto to this Ordinance as Exhibit 1 (under separate cover). The City Manager is directed to execute Development Agreement No. 24-0115 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 _____, 2025.

_____
Ashlee Dephillippo
Mayor

**APPROVED AS TO FORM:**

_____
Thomas D. Jex
City Attorney

**ATTEST:**

_____
Janet Morales, CMC
City Clerk

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Wildomar
23873 Clinton Keith Road, Suite 110
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 NO. 24-0115

# (FOR CONDITIONAL USE PERMIT NO. 20-0078)

**By and Between**

**CITY OF WILDOMAR**

**and**

**STIIIZY WILDOMAR, LLC (DBA STIIIZY MISSION TRAIL)**

**APRIL 9, 2025**

## 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 STIIIZY Wildomar, LLC (dba STIIIZY Mission Trail), a Limited Liability Corporation (“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, 2020, 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 33980 Mission Trail, Suite #A & B (APN: 366-160-070) 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 “The Manske Revocable Trust,” Mr. Edwin Manske (“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 December 16, 2020, 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), and approved Conditional Use Permit No. 20-0078 which remains in full force and effect for the Project.

**F.** On February 20, 2025, the City issued a Cannabis Local License to Developer for the Project pursuant to Chapter 5.76 of the Wildomar Municipal Code.

**G.** On March 19, 2025, 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 No. 24-0115 (for CUP 20-0078) for the Project.

**H.** On April 9, 2025, 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), and approve and introduced the first reading of Ordinance No. ____ approving Development Agreement No. 24-0115.

**I.** On May 14, 2025, the City Council considered and approved this Development Agreement No. 24-0115 by adopting Ordinance No. ____

**J.** On June 14, 2025, Ordinance No. _____ approved by the City Council or Development Agreement No. 24-0115 became effective.

**K.** 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.

**L.** 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.

**M.** 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. 186 or 187 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 STIIIZY Wildomar, LLC (dba STIIIZY Mission Trail), a California Limited Liability Corporation, having its principal place of business at 2001 Alameda Street, Los Angeles, CA 90058, 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 lease agreement with "The Manske Revocable Trust," Mr. Edwin Manske. 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 STIIIZY Wildomar, LLC (dba STIIIZY Mission Trail), a California Limited Liability Corporation, consisting of a 2,275 square foot retail cannabis business located at 33980 Mission Trail, Suite #A & B (APN: 366-160-070) 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 33980 Mission Trail, Suite #A & B (APN: 366-160-070) 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 "The Manske Revocable Trust," Mr. Edwin Manske.

**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 33980 Mission Trail, Suite #A & B (APN: 366-160-070) 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 reasonably 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 2,275 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 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.

## 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. 20-0078 expires pursuant to Wildomar Municipal Code Chapter 17.125, or is revoked pursuant to Wildomar Municipal Code Section 17.125;

**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. 20-0078 pursuant to Section 17.240 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. 20-0078.

## 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: STIIIZY Wildomar, LLC (dba STIIIZY Mission Trail)
Attn: Legal Department
2001 Alameda Street
Los Angeles, CA 90058
Email: legal@shrynegroup.com

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:**

**STIIIZY Wildomar, LLC (dba STIIIZY Mission Trail)**

By: _____
James Kim, CEO

By: _____
Tak Sato, President

**[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

## PROPERTY LEGAL DESCRIPTION

Real property in the City of Wildomar, County of Riverside, State of California, described as follows:

PARCELS 1 AND 2 OF PARCEL MAP NO. 5335, IN THE COUNTY OF RIVERSIDE AS SHOWN ON PARCEL MAP ON FILE IN BOOK 10 OF PARCEL MAPS AT PAGE 39, RIVERSIDE COUNTY RECORDS.

EXCEPT THE INTEREST AS CONDEMNED BY FINAL ORDER OF CONDEMNATION RECORDED MARCH 20, 1996 AS INSTRUMENT NO. 1996-098502 OFFICIAL RECORDS.

THIS LEGAL DESCRIPTION IS PURSUANT TO "CERTIFICATE OF PARCEL MERGER NO. 512" RECORDED SEPTEMBER 23, 1988 AS INSTRUMENT NO. 1988-276585 OF OFFICIAL RECORDS.

APN: 366-160-070

**EXHIBIT B**

**SITE DIAGRAM**



**EXHIBIT C**

**PROPERTY OWNER CONSENT**

"The Manske Revocable Trust," Mr. Edwin Manske, being the owner of the real property described in Exhibit A to this Development Agreement by and between the City of Wildomar and STIIIZY Wildomar, LLC (dba STIIIZY Mission Trail), dated for identification as of _____, 2025 (the "Agreement"), do hereby consent to the recordation of said Agreement in the Official Records of the County of Riverside.

Date: _____, 2025 _____

Edwin Mansker, Property Owner

[notary required]

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)




**STIIIZY Wildomar LLC dba STIIIZY Mission Trail**

**Development Agreement (DA 24-0115)**

**Cannabis Storefront Retail Store**

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Outlook

**City of Wildomar**

**From** City of Wildomar <noreply@intellipay.com>
**Date** Wed 12/18/2024 12:57 PM
**To** Amy Gammon <amy.gammon@stiiizy.com>

# City of Wildomar

## Payment Receipt

STIIIZY Wildomar LLC dba STIIIZY Mission Trail
33980 Mission Trail
Ste #2
Wildomar CA 92595
9498873375
amy.gammon@stiiizy.com

Your bank account will be debited the amount of the payment.
***Please ensure there are sufficient funds available in your bank account to cover this amount.***

| | |
|---|---|
| Resident Account: | STIIIZY Wildomar LLC dba STIIIZY Mission Trail |
| Invoice: | C46569021 |
| **Payment Amount:** | **$43,750.00** |
| **Service Fee:** | **$1.50** |
| **Payment Total:** | **$43,751.50** |
| Payment Date: | 12/18/2024 |
| Bank Name: | |
| Bank Account: | Checking account ending in 624 |
| Reference Number | C46569021P81473701 |
| Comments: | Cannabis Local Application and CUP Fee for STIIIZY Wildomar LLC dba STIIIZY Mission Trail/ Tak Sato. Project Number PLN # 24-0015. Address- 33980 Mission Trail, Ste #2, Wildomar, CA. |
| Payment Origin: | Online Payment Terminal |
| Agent: | Online Payment Page |
| Merchant#: | M143 |

Planning Fees

| | |
|---|---|
| Project Name: | STIIIZY Wildomar LLC dba STIIIZY Mission Trail |
| Project Number: | 24-0015 |

Thank you,
City of Wildomar
Support: 951-677-7751
Email:

* The service fee is non-refundable.

# DEVELOPMENT AGREEMENT

# CANNABIS APPLICATION

**CITY OF WILDOMAR**
**Planning Department**
23873 Clinton Keith Road, Suite #201
Wildomar, CA 92595
Tel. (951) 677-7751 Fax. (951) 698-1463

For office use only.

**Planning Application Project Number**

# Cannabis Conditional Use Permit (CUP) & Development Agreement (DA) Application

## CANNABIS PROJECT INFORMATION:

| |
|---|
| Project Address/Assessor Parcel Number (include suite number if located in a multi-tenant building): 33980 Mission Trail, Ste #A and B, Wildomar, CA 92595/ APN: 366-160-070 |
| General Project Description (a detailed project description and letter of operations must be included as a separate attachment): Operate a Commercial Cannabis Storefront Retailer in an existing an approx. 10,441sf multi-tenant building utilizing 2275 sf for the operation of the storefront. |

| | | |
|---|---|---|
| * Is this Cannabis Application for a Commercial Retail Business/Operation? | ☒ Yes | ☐ No |
| * Is this Cannabis Application for a Cultivation Business/Operation? | ☐ Yes | ☒ No |
| * Is this Cannabis Application for a Manufacturing Business/Operation? | ☐ Yes | ☒ No |
| * Is this Cannabis Application for a Distribution Business/Operation? | ☐ Yes | ☒ No |
| * Is this Cannabis Application for a Testing Laboratory Business/Operation? | ☐ Yes | ☒ No |

| | Existing | Proposed (If applicable) |
|---|---|---|
| General Plan Designation: | CR | |
| Zoning Designation: | C-1/C-P | |

## CANNABIS APPLICANT CONTACT INFORMATION:

| | | |
|---|---|---|
| Name of Business Entity and Applicant Name: STIIIZY Wildomar LLC dba STIIIZY Mission Trail/ Tak Sato | | |
| Mailing Address: 2001 S. Alameda St, Los Angeles, Ca 90058 | | |
| Telephone: 310-488-5707 | Fax: N/A | Email Address (required): tak.sato@stiiizy.com |

I hereby acknowledge that I am the applicant for this application and certify that all filing requirements have been satisfied for my application. I also acknowledge that any missing items may delay the processing of my application. Signature of Applicant must also be notarized by a Notary Public (see attachment).

| Applicant Name (Printed) | Signature of Applicant: | Date: |
|---|---|---|
| Tak Sato | | 12/15/24 |

**CALIFORNIA ACKNOWLEDGMENT** CIVIL CODE § 1189

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

State of California
County of Los Angeles }

On December 18, 2024 before me, Maurice Evan Tafolla-Cunningham, Notary Public,
*Date* *Here Insert Name and Title of the Officer*

personally appeared Tah Saco
*Name(s) of Signer(s)*

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.

MAURICE EVAN TAFOLLA-CUNNINGHAM
Notary Public – California
Los Angeles County
Commission # 2418158
My Comm. Expires Sep 24, 2026

*Place Notary Seal and/or Stamp Above*

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

WITNESS my hand and official seal.

Signature _____
*Signature of Notary Public*

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

| | |
|---|---|
| Signer's Name: _____ | Signer's Name: _____ |
| ☐ Corporate Officer – Title(s): _____ | ☐ Corporate Officer – Title(s): _____ |
| ☐ Partner – ☐ Limited ☐ General | ☐ Partner – ☐ Limited ☐ General |
| ☐ Individual ☐ Attorney in Fact | ☐ Individual ☐ Attorney in Fact |
| ☐ Trustee ☐ Guardian or Conservator | ☐ Trustee ☐ Guardian or Conservator |
| ☐ Other: _____ | ☐ Other: _____ |
| Signer is Representing: _____ | Signer is Representing: _____ |

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## PROPERTY OWNER INFORMATION AND PERMISSION:

| | | |
|---|---|---|
| Property Owner(s) Name: Edwin and Janice Manske for The Manske Revocable Trust | | |
| Mailing Address: P.O. Box 1209, Wildomar, CA 92595 | | |
| Telephone: 951-313-9651 | Fax: N/A | Email Address (required): emanske@dc.rr.com |

I certify under the penalty of perjury and the laws of the State of California that I (we) am (are) the property owner(s) of the property that is the subject matter of this application, and I (we) am (are) authorizing to, and hereby do consent to the filing of this cannabis application and acknowledge that the final approval by the City of Wildomar, if any, may result in restrictions, limitations, and construction obligations being imposed on this real property. Signature of Applicant must also be notarized by a Notary Public (see attachment).

| | |
|---|---|
| Printed Name of Property Owner(s) Edwin E Manske | Signature of Property Owner(s) Edwin E Manske |
| Printed Name of Property Owner(s) Janice Lee Manske | Signature of Property Owner(s) Janice Lee Manske |
| Printed Name of Property Owner(s) | Signature of Property Owner(s) |

***Special Notes:***

- The Local License application may be submitted concurrently with this CUP/Development Agreement Application form.
- Prior to submitting the CUP/Development Agreement Application form to the Planning Department, you are required to first contact Matthew Bassi, Community Development Director by calling at (951) 677-7751, Ext. 213, or by email at mbassi@cityofwildomar.org. Application submittals shall be made by appointment only, or other alternative approved by the Community Development Director.
- The Applicant and Property Owner signatures must be notarized by a registered Notary Public (see attached form) or the CUP/Development Agreement application will not be accepted for processing.
- Commercial Cannabis Retail Businesses are only permitted in the C-1/C-P or C-P-S commercial zoning districts (refer to the attached Council Ordinance No. 187 (Chapter 17.315) for standards, conditions and operational requirements).
- Cannabis Cultivation, Manufacturing, Distribution or Testing Laboratories are only permitted in the I-P and M-SC industrial zoning districts (refer to the attached Council Ordinance No. 187 (Chapter 17.315) for standards, conditions and operational requirements).
- Please refer to the City's current Fixed-Fee schedule adopted by City Council on November 8, 2023 for the cost of a Cannabis CUP/Development Agreement application.
- Any applicable CEQA Environmental Review Fee (i.e., Categorical Exemption, ND, MND or EIR) is a separate fee (varies) and is determined after a formal project submittal is made. All CEQA fees are paid by the Applicant to the City to process these applications.

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Riverside }

On January 7, 2025 before me, Dana L. Campbell, Notary Public,
(Here insert name and title of the officer)

personally appeared Edwin E. Manske and Janice Lee Manske,
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.

Dana L. Campbell
Notary Public Signature

(Notary Public Seal)

DANA L. CAMPBELL
COMM. # 2440018
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
MY COMM. EXP. MAR. 26, 2027

## ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Property Owner Information
(Title or description of attached document)

and Permission
(Title or description of attached document continued)

Number of Pages ____ Document Date ____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  ____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

## INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

**Planning Application Project Number**

## ACKNOWLEDGEMENT OF FINANCIAL RESPONSIBILITY BY THE APPLICANT

**(Project representative signatures will not be accepted.)**

I acknowledge and certify that this project application is being submitted and processed as a "fixed fee" application in accordance with City Council action approved on November 8, 2023. I also acknowledge that this fixed fee is based on three (3) Plan Reviews and Approval. For each additional plan review above three (3), an extra fee equal to 25% of the original fixed fee amount for each application type will be due before moving forward, and failure to pay the extra fee will result in the City pausing all work on the project review until the fee is paid. I further acknowledge that if this application requires additional legal review by the city attorney beyond the typical review time stipulated in the fixed fee for each application, an additional charge of $4,969.64 for each 10 additional hours will apply. I lastly acknowledge, upon notification from the City, that if the proposed project becomes inactive for a period of six (6) months, the project will be automatically deemed closed out and withdrawn by the City, and that a new development application and fixed fee (at the time of re-initiation) will be required to restart the project.

## ACKNOWLEDGEMENT OF INDEMNIFICATION RESPONSIBILITY BY THE PROJECT APPLICANT

**(Project representative signatures will not be accepted.)**

The Applicant for this application 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 and Property Owner 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.

Tak Sato for STIIIZY Wildomar LLC dba STIIIZY Mission Trail
Applicant Printed Name

Applicant Signature

12/18/2024
Date

Billing Address: 2001 S. Alameda St
Address

Los Angeles
City

CA
State

90058
Zip Code

E-mail Contact Information (required): tak.sato@stiiizy.com

Telephone Number: 310-488-5707

Edwin E Manske and Janice Lee Manske for The Manske Revocable Trust
Property Owner Printed Name

Property Owner Signature

Date

**CALIFORNIA ACKNOWLEDGMENT** CIVIL CODE § 1189

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

State of California
County of Los Angeles }

On December 18, 2024 before me, Maurice Evan Tafolla-Cunningham, Notary Public,
*Date* *Here Insert Name and Title of the Officer*

personally appeared Jack Soto
*Name(s) of Signer(s)*

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.

MAURICE EVAN TAFOLLA-CUNNINGHAM
Notary Public – California
Los Angeles County
Commission # 2418158
My Comm. Expires Sep 24, 2026

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

WITNESS my hand and official seal.

Signature _____
*Signature of Notary Public*

*Place Notary Seal and/or Stamp Above*

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

| | |
|---|---|
| Signer's Name: _____ | Signer's Name: _____ |
| ☐ Corporate Officer – Title(s): _____ | ☐ Corporate Officer – Title(s): _____ |
| ☐ Partner – ☐ Limited ☐ General | ☐ Partner – ☐ Limited ☐ General |
| ☐ Individual ☐ Attorney in Fact | ☐ Individual ☐ Attorney in Fact |
| ☐ Trustee ☐ Guardian or Conservator | ☐ Trustee ☐ Guardian or Conservator |
| ☐ Other: _____ | ☐ Other: _____ |
| Signer is Representing: _____ | Signer is Representing: _____ |

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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.

Tak Sato for STIIIZY Wildomar LLC dba STIIIZY Mission Trail
Applicant Printed Name

Applicant Signature

12/18/2024
Date

Billing Address: 2001 S. Alameda St
Address

Los Angeles
City

CA
State

90058
Zip Code

E-mail Contact Information (required): tak.sato@stiiizy.com

Telephone Number: 310-488-5707

Edwin E Manske and Janice Lee Manske for The Manske Revocable Trust
Property Owner Printed Name

Edwin E Manske
Property Owner Signature

01/07/2025
Date

Janice Lee Manske

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of Riverside }

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(Here insert name and title of the officer)

personally appeared Edwin E. Manske and Janice Lee Manske,
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.

Dana L Campbell
Notary Public Signature

(Notary Public Seal)

DANA L. CAMPBELL
COMM. # 2440018
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
MY COMM. EXP. MAR. 26, 2027

## ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Cannabis CUP/Development Agree Application
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date ____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  ____ (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

## INSTRUCTIONS FOR COMPLETING THIS FORM

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

# CITY OF WILDOMAR
# Planning Department

# Application Submittal Requirements for a CUP & Development Agreement

***Special Note:***
The City has officially adopted an "All-Electronic" project application submittal and fixed fee payment process, including submittal of development plans and all accompanying technical studies (new and resubmittals). When you are ready to make a formal submittal (or resubmittal), please contact Mr. Abdu Lachgar, AICP, Senior Planner at (951) 677-7751, Ext. 203, or via email at alachgar@cityofwildomar.org. Mr. Lachgar will provide detailed instructions on how to make the formal electronic submittal (and resubmittals) and pay the fixed fees.

## A. Applicability:

The **Conditional Use Permit** and **Development Agreement** applications discussed below shall be submitted to the Planning Department and processed concurrently. Both applications require a public hearing with the Planning Commission, who will make a recommendation (approval or denial) to the City Council. The City Council will then hold a public hearing to review and consider the Planning Commission's recommendation. The City Council's decision at this hearing meeting is final.

### 1. Conditional Use Permit (CUP):

As outlined in Chapters 17.72 (C-1/C-P zone), 17.76 (C-P-S zone), 17.88 (I-P zone) and 17.92 (M-SC zone) of the WMC, all Cannabis businesses requires approval of a Conditional Use Permit. Cannabis businesses in these zoning districts are subject to the use and operational regulations of Chapter 17.315 (Cannabis Businesses) and the Licensing Regulations of Chapter 5.76 (Local License). If the Cannabis business is proposed in an existing building, the CUP will require a general site plan and detailed floor plans (see details below). If the Cannabis business is locating in a new building (i.e., new construction), full development plans will be required (see details below).

The plans shall be reviewed for completeness based on the submittal requirements outlined in this application form, as well as any additional project-specific requirements outlined in Chapter 17.315. Based upon the location or characteristics of the project site, a full CEQA analysis will be required (e.g., CEQA Exemption, Mitigated Negative Declaration or Environmental Impact Report). The CEQA determination will be made by the City after a formal application package is submitted. The City will be the lead agency but the cost of preparing any CEQA documentation will be paid by the Applicant (see additional CEQA information below).

### 2. Development Agreement (DA):

As outlined in Chapter 17.315 of the WMC, all Cannabis businesses regardless of zoning district requires approval of a Development Agreement by the Planning Commission and City Council. Each cannabis business shall enter into a Development Agreement pursuant to Government Code Chapter 65864 et seq. with the City setting forth the terms and conditions under which the cannabis business will operate that are in addition to the requirements of this Chapter 17.315 and Chapter 5.76 of the WMC, including, but not limited to, public outreach and education, community service, payment of fees and other charges, and such other terms and conditions that will protect and promote the public health, safety, and welfare.

The following terms approved by the City Council Cannabis Ad-Hoc Subcommittee shall apply to all Cannabis Businesses operating in the City of Wildomar:

- Deal Point #1 - 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.
- Deal Point #2 - In addition, the following amounts shall be paid to the City based on the annual gross receipts of the Cannabis Business commencing on the first anniversary of the Effective Date of this Agreement and annually thereafter as follows:
  - 1st anniversary through 5th anniversary: 3% of gross receipts; and
  - 6th anniversary through 20th anniversary: 5% of gross receipts, 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.
  - 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.

Further, the draft Development Agreement will be provided to each applicant with the city's first staff review comments. Once approved by the City Council, the Development Agreement shall be executed and recorded as a condition of approval of the Conditional Use Permit. The Development Agreement is subject to a full CEQA analysis as applicable, as described below.

## B. Applicant / Property Owner Acknowledgements:

- ❑ The Applicant/Property Owner acknowledges and agrees to provide any additional information that the City may request to process and fully investigate this application, and that failure to provide such additional information requested by the City may result in denial of the application.
- ❑ The Applicant/Property Owner acknowledges that a cannabis business owner will not receive a Certificate of Occupancy until the Applicant has secured an official/valid State License to operate a Cannabis Business within the City. A copy of the State License must be provided to the City.
- ❑ The Applicant/Property Owner acknowledges and provides authorization for the City to seek verification of the information contained within the application and any such additional and further information as is deemed necessary by the planning director to administer this Chapter or this chapter.
- ❑ The Applicant/Property Owner acknowledges that the City has 30-days from application submittal and payment of fees to perform its first completeness review of the application and accompanying materials/information. If the application is incomplete, the City will prepare, in writing, an incompleteness letter and provide that to the Applicant/Property Owner.
- ❑ By submitting this CUP/Development Agreement application, the Applicant and/or Property Owner, hereby acknowledges that the City may place conditions upon the approval of any CUP/Development Agreement which are, in the opinion of the City, reasonably related to the protection of the health, safety and welfare of the neighborhood in which the proposed licensed premises is to be located and of the general public.
- ❑ By submitting this CUP/Development Agreement application, the Applicant and/or Property Owner, hereby acknowledges that, in addition to any applicable requirements in

17.315 of the WMC (Ordinance 187), that application for transfers of or changes to the ownership of a licensee, modifications to a licensed premises, and changes of location of a cannabis business shall comply with Chapter 5.76.080 of the WMC (Ordinance 188).

- ❑ By submitting this CUP/Development Agreement application, the Applicant and/or Property Owner, hereby acknowledges that the cannabis business shall comply with the operational requirements set forth in Chapter 5.76.110 of the WMC. (Ordinance 188)
- ❑ By submitting this CUP/Development Agreement application for a retail business, the Applicant and/or Property Owner hereby acknowledges that the cannabis business shall also comply the specific retailer requirements set forth in Chapter 5.76.120 of the WMC. (Ordinance 188)
- ❑ By submitting this CUP/Development Agreement application for manufacturing business, the Applicant and/or Property Owner hereby acknowledges that the cannabis business shall comply with the specific manufacturing requirements set forth in Chapter 5.76.130 of the WMC. (Ordinance 188)
- ❑ By submitting this CUP/Development Agreement application for cultivation business, the Applicant and/or Property Owner hereby acknowledges that the cannabis business shall comply with the specific cultivation requirements set forth in Chapter 5.76.140 of the WMC. (Ordinance 188)
- ❑ By submitting this CUP/Development Agreement application for distribution business, the Applicant and/or Property Owner hereby acknowledges that the cannabis business shall comply with the specific distribution requirements set forth in Chapter 5.76.150 of the WMC. (Ordinance 188)
- ❑ By submitting this CUP/Development Agreement application for a testing laboratory business, the Applicant and/or Property Owner hereby acknowledges that the cannabis business shall comply with the specific testing laboratory requirements set forth in Chapter 5.76.160 of the WMC. (Ordinance 188)
- ❑ The Applicant/Property Owner acknowledges that a Local License is required (in accordance with Chapter 5.76 of the WMC) and must be approved by the City, and be in good standing, before a public hearing is scheduled with the Planning Commission and City Council on the CUP/Development Agreement.
- ❑ By submitting this CUP/Development Agreement application, the Applicant and/or Property Owner, hereby acknowledges that they have read Ordinance 187 which establishes specific commercial cannabis regulations approved by the City Council on May 28, 2020. (see attached Ordinance 187)
- ❑ By submitting this CUP/Development Agreement application, the Applicant and/or Property Owner, hereby acknowledges that the proposed cannabis business shall be subject to the locational requirements outlined in Chapter 17.315.070 of the WMC (Ordinance 187). If the business can't meet the locational standards, the CUP/DA applications will not be processed. Further, the Applicant and/or Property Owner hereby acknowledges that no deviations or variances from the locational requirements are permitted.
- ❑ By submitting this CUP/Development Agreement application, the Applicant and/or Property Owner, hereby acknowledges that the cannabis business shall be subject to the special conditions of approval outlined in Chapter 17.315.080 of the WMC (Ordinance 187).

- ❑ By submitting this CUP/Development Agreement application, the Applicant and/or Property Owner, hereby acknowledges that the cannabis business shall be subject to the inspection requirements outlined in Chapter 17.315.100 of the WMC (Ordinance 187).
- ❑ By submitting this CUP/Development Agreement application, the Applicant and/or Property Owner, hereby acknowledges that they have read Ordinance 187 which establishes specific commercial cannabis regulations approved by the City Council on May 28, 2020.
- ❑ By signing below (and Notarized), the Applicant and Property Owner certifies under the penalty of perjury, that they acknowledge these statements and that all the information provided in this CUP/Development Agreement is true and correct.

Tak Sato for STIIIZY Wildomar LLC dba STIIIZY Mission Trail

Applicant Printed Name

Signature of Applicant

12/18/2024

Date

Edwin and Janice Manske for The Manske Revocable Trust

Property Owner Printed Name

Signature of Property Owner

Date

**CALIFORNIA ACKNOWLEDGMENT** CIVIL CODE § 1189

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

State of California
County of Los Angeles }

On December 18, 2024 before me, Maurice Evan Tafolla-Cunningham, Notary Public,
*Date* *Here Insert Name and Title of the Officer*

personally appeared Tah Salo
*Name(s) of Signer(s)*

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.

MAURICE EVAN TAFOLLA-CUNNINGHAM
Notary Public – California
Los Angeles County
Commission # 2418158
My Comm. Expires Sep 24, 2026

*Place Notary Seal and/or Stamp Above*

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

WITNESS my hand and official seal.

Signature _____
*Signature of Notary Public*

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

| | |
|---|---|
| Signer's Name: _____ | Signer's Name: _____ |
| ☐ Corporate Officer – Title(s): _____ | ☐ Corporate Officer – Title(s): _____ |
| ☐ Partner – ☐ Limited ☐ General | ☐ Partner – ☐ Limited ☐ General |
| ☐ Individual ☐ Attorney in Fact | ☐ Individual ☐ Attorney in Fact |
| ☐ Trustee ☐ Guardian or Conservator | ☐ Trustee ☐ Guardian or Conservator |
| ☐ Other: _____ | ☐ Other: _____ |
| Signer is Representing: _____ | Signer is Representing: _____ |

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- ☐ By submitting this CUP/Development Agreement application, the Applicant and/or Property Owner, hereby acknowledges that the cannabis business shall be subject to the inspection requirements outlined in Chapter 17.315.100 of the WMC (Ordinance 187).
- ☐ By submitting this CUP/Development Agreement application, the Applicant and/or Property Owner, hereby acknowledges that they have read Ordinance 187 which establishes specific commercial cannabis regulations approved by the City Council on May 28, 2020.
- ☐ By signing below (and Notarized), the Applicant and Property Owner certifies under the penalty of perjury, that they acknowledge these statements and that all the information provided in this CUP/Development Agreement is true and correct.

Tak Sato for STIIIZY Wildomar LLC dba STIIIZY Mission Trail

Applicant Printed Name

Signature of Applicant

12/18/2024

Date

Edwin and Janice Manske for The Manske Revocable Trust

Property Owner Printed Name

Edwin E Manske

Signature of Property Owner

Janice Manske

01/07/2025

Date

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Riverside }

On January 7, 2025 before me, Dana L. Campbell, Notary Public,
(Here insert name and title of the officer)

personally appeared Edwin E. Manske and Janice Manske,
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.

Dana L. Campbell
Notary Public Signature

DANA L. CAMPBELL
COMM. # 2440018
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
MY COMM. EXP. MAR. 26, 2027

(Notary Public Seal)

## ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Cannabis CUP/Development Agreement Application
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date ____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

## INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

## C. Cannabis CUP/Development Agreement Application Submittal Requirements:

The minimum submittal requirements for this application shall be as follows:

- ❑ A Completed and Signed/Notarized Application Form & Fixed Fee payment noted above.
- ❑ A separate authorization letter (signed) from the property owner and/or property management company (if proposed in a multi-tenant retail center) acknowledging submittal of this application.
- ❑ The Applicant must submit proof that they are, or will be, entitled to possession of the property or tenant space for which application is made. Evidence of lawful possession consists of properly executed deeds of trust, lease agreements, evidence of ownership of the licensed premises, or other written documents acceptable to the City. This information must be submitted concurrently with the application or the application will not be processed.
- ❑ 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.
- ❑ The Applicant shall provide any additional information that the City may request to process and fully investigate the CUP/Development Agreement application. Failure to provide such additional information may result in delays in the review and processing of this application.
- ❑ The CUP/Development Agreement "Cannabis Proposal Package" with all the required elements (see below) shall be provided in one (1) Pdf document that includes a cover page, detailed table of contents (TOC), and chapter/section dividers for each section for easy reference.
  - ❑ The Applicant shall submit a "Statement of Qualifications" describing the Cannabis Owner(s)/Operator(s) qualifications relative to the Proposal, including experience running businesses similar to the one proposed, including permitted Cannabis and/or non-Cannabis businesses. Provide verifiable, detailed descriptions and other background information for key individuals and owners of the business. Describe other resources, including financial resources, dedicated to implement this Proposal.
  - ❑ The Applicant shall submit a detailed "Project Description" (separate attachment) describing the specific details about the proposed cannabis business and operations, including the following information:
    - o A general description of the types of products and services to be provided by the facility;
    - o A floor plan designating all interior dimensions of the licensed premises and the layout of the cannabis business, including all limited access areas, areas of ingress and egress, and all security cameras. Such floor plan shall also show the principal uses of the floor area depicted therein. For cultivation sites, such floor plan shall distinguish all dimensions of areas in which plants are located; and
    - o For a retailer, a statement confirming whether delivery service of cannabis to any location outside the premises will be provided and the extent of such service, and in the event delivery is provided, a detailed delivery plan detailing how the retailer will comply with all requirements of this chapter, MAUCRSA, and any other applicable state or local laws.
  - ❑ The Applicant shall submit a "Neighborhood Compatibility Plan". The Plan shall address how the Cannabis Business will be managed so as to avoid becoming a nuisance or having

impacts on its neighbors and the surrounding community. A neighborhood outreach meeting is strongly encouraged before public hearings are scheduled. If you have conducted a neighborhood outreach meeting prior to submitting this application, then provide a record of that outreach and a record of any neighbor feedback. If concerns have been expressed, indicate how you plan to address those concerns.

- ❑ The Applicant shall submit a "Parking Analysis Plan" for a cannabis business located in a multi-tenant retail center describing how parking will be addressed and measures to eliminate parking impacts to existing businesses.

- ❑ One current Preliminary Title Report (in Pdf Format) of all properties covered by the proposed cannabis business project, including a copy of all legal documents (deed, easement, etc.) mentioned in the title report. The title report shall not be more than six (6) months old at the time of application submittal.

- ❑ One (1) recent (less than one-year old) aerial photograph of the entire Project Site with the boundary of the site delineated (Pdf Format).

- ❑ Written confirmation/documentation 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.

- ❑ One (1) professionally drawn (by a survey engineer, architect, etc.) radius map showing and identifying all adjacent residential land uses within a 100' radius of the Project Site. For the purposes of measurement, all distances shall be measured in a straight line, without regard to intervening structures or topography, from the nearest point of the building or structure in which the cannabis business will be located, to the nearest property line of the adjoining parcel where such residential use is located. If the cannabis business will be located in a multi-unit building, the distance shall be measured from the nearest point of the suite in which the cannabis business will be located to the property line. Any Cannabis business located within a 100-foot radius of an adjacent residential use (as described above) is prohibited and the CUP/Development Agreement application will not be accepted (Chapter 17.315.070 of the WMC).

- ❑ One (1) professionally drawn (by a survey engineer, architect, etc.) radius map showing the location of any public/private school, commercial day care center, parks and/or youth centers (as defined in Chapter 17.315.070 of the WMC) within a 600-foot radius of the Project Site. For the purposes of measurement, all distances shall be measured in a straight line, without regard to intervening structures or topography, from the nearest point of the building or structure in which the cannabis business will be located, to the nearest property line of the adjoining parcel where such use noted above is located. If the cannabis business will be located in a multi-unit building, the distance shall be measured from the nearest point of the suite in which the cannabis business will be located to the property line. Any Cannabis business located within a 600-foot radius of an adjacent use (as described above) is prohibited and the CUP/Development Agreement application will not be accepted (Chapter 17.315.070 of the WMC).

- ❑ For Cannabis Cultivation or Manufacturing businesses only, these additional submittal requirements must be provided (per Chapter 17.315.050.B.8 of the WMC):
  - An environmental plan indicating how cultivation and/or manufacturing will be conducted in accordance with state and local laws related to hazardous material disposal, land conversion, grading, electricity usage, water usage, and agricultural discharges.
  - An emergency response plan which complies with Title 8 of the WMC and California Fire Code Chapter 401, and sets out standard operating procedures to be followed by all individuals in case of a fire, chemical release, chemical spill, or other emergency.
  - A description of the source of power (electric utility company, solar, diesel generators), the size of the electrical service or system, and the total demand to be placed on the system by all proposed uses on-site.
  - For a cultivation site, verification of all water sources used by the proposed premises and verification that the proposed premises does not utilize water that has been or is illegally diverted from any stream, creek, or river.
  - For a manufacturing site, a report from a professional engineer that details the type of equipment that will be used to extract cannabinoids from cannabis. If flammable gas, flammable liquefied gas, flammable and combustible liquids, or compressed carbon dioxide (CO2) are used for extraction, then the report must certify that only closed-loop extraction system(s), that are UL or ETL listed or have a sign off by a professional engineer, capable of recovering the solvent are utilized.
  - For a manufacturing site, a separate diagram of any room where extraction occurs that details the location of the extraction equipment, areas of ingress and egress, emergency eye-wash station, any other fire suppression or emergency equipment required by Title 8 of the WMC, City and California Building Codes, Fire Codes, Electrical Codes and all other applicable laws.

- ❑ If the Cannabis business is located in an existing building/lease space, the Applicant shall submit a professionally drawn site plan, floor plan and interior colored elevation renderings/drawings of the interior space. These plans shall delineate how the interior floor space will be used, including but not limited to, storage areas, employee areas, exterior lighting, restrooms, security cameras, areas of ingress and egress, signage, limited access areas, and restricted access areas, etc. The plans should be drawn with an 11" x 17" Pdf format in mind. Due to COVID-19 restrictions, plan shall only be submitted electronically.

N/A ❑ If the Cannabis business facility is being proposed as new construction on a vacant lot, regardless of zoning district, the Applicant shall prepare one (1) of professionally drawn development plans (11" x 17" Pdf format). Due to COVID-19 restrictions, only electronic submittals will be allowed. The development plans shall be drawn to scale with full dimensions and include the above as well as the following plan sheets (see table for additional details of required information for the development plans). One flash drive with all electronic information listed herein must be provided.
  - Detailed Site Plan/Plot Plan (separate for the preliminary grading plan).
  - Preliminary Grading Plan (not to be combined with the site plan).
  - Detailed Colored Landscape Plans (must be prepared by a registered landscape architect). Landscape plans must be detailed "construction level" plans without the irrigation plans.
  - Architectural elevations (fully dimensioned & showing all four sides of the building). All buildings must comply with the City's Commercial Design Guidelines.

- Colored Architectural Elevations (fully dimensioned & showing all four sides of each building suitable for meeting presentation).
- Floor plans of each building proposed, including interior colored elevation renderings/drawings of eh interior space.
- Roof plans of each building proposed showing mechanical equipment, etc.
- Photometric/Lighting Plan (to verify consistency with Chapter 8.64 of the WMC).

N/A ❑ If the Cannabis business facility is being proposed as new construction on a vacant lot, regardless of zoning district, the Applicant shall also submit the following items:

- Completed and Signed City of Wildomar Environmental Assessment Form (see attached).
- Completed and Signed Hazardous Waste Site Disclosure Statement (see attached).
- A completed and signed EVMWD "Water/Sewer Will-Serve" letter from the District (see attached).

❑ If the Cannabis business facility is being proposed as new construction on a vacant lot, regardless of zoning district, the Applicant shall be required to comply with the California Environmental Quality Act (CEQA). The City will act as the Lead Agency to prepare the required CEQA documentation (i.e., Negative Declaration, Mitigated Negative Declaration, or EIR) for the proposed project. In accordance with City policy, the required CEQA technical studies (as listed below) may be prepared by the Applicant and must be submitted with the formal application submittal package described above. As part of the City's CEQA process, staff will perform a peer review of each technical study to ensure all professional and legal standards are met. Any changes to the studies required by the city, must be completed by the Applicant and returned in a timely manner to avoid delays in the CEQA process.

- Air Quality Impact Analysis / Greenhouse Gas Emissions Analysis.
- Archeological/Paleontological Report.
- Biological Resources Assessment Report.
- Cultural Resources Report.
- Determination of Biologically Equivalent or Superior Preservation (DBESP) Study (if Jurisdictional Waters are affected).
- Geotechnical/Seismic/Subsidence/Soils Report.
- MSHCP Compliance Report.
- Noise Study Analysis.
- Phase 1 Environmental Assessment (Phase 2 EA when required by Phase 1 conclusions).
- Preliminary Drainage & Hydrology Report (required by City Engineer).
- Project Specific Preliminary Water Quality Management Plan (required by Public Works Director).
- Traffic Impact Analysis/Traffic Study (as determined by the Public Works Director).

N/A ❑ For Cannabis business facility is being proposed as new construction on a vacant lot, regardless of zoning district, the required development plans shall be prepared by a registered civil engineer and/or licensed architect and include the following minimum information in Table 1 on the development plans:

**Table 1**

| To be checked off by the Planning Dept. Upon Project Submittal | Required Information on the Development Plans |
|---|---|
| | Name, address and telephone number of applicant. |
| | Name, address and telephone number of landowner. |
| | Name, address and telephone number of exhibit preparer. |
| | Assessor's Parcel Number(s) and, if available the address of property. |
| | Scale (number of feet per inch - use Engineer's Scale for all maps and exhibits). |
| | North Arrow. |
| | Date site plan was prepared. |
| | Project Number (to be required upon revised submittal). |
| | Title of the Project on the cover sheet. |
| | The location of all proposed structures and uses. |
| | Complete legal description of property. |
| | Overall dimensions and approximate total of net and gross acreage of property. |
| | Vicinity map, showing the site relationship to major highways and cities and two access roads (Proposed and existing paved roads will be indicated by heavy dark lines or noted as paved). |
| | Exhibit Revision Block. |
| | Proposed lot lines and dimensions of each parcel, if applicable. |
| | Location of adjoining properties and lot lines. |
| | Existing and proposed zoning and land use of property. |
| | Existing use and zoning of property immediately surrounding subject property. |
| | If project is within a Specific Plan, indicate the Specific Plan Planning Area number and the land use designation of subject property and all surrounding property. |
| | Names of utility purveyors and school district(s), including providers of water, sewer, gas, electricity, telephone, and cable television. |
| | Location, widths, and improvements of existing and proposed public utility easements, transmission lines, power and telephone poles, and underground utilities on or abutting the property. |
| | List and accurately show all easements of record (by map or instrument number), based upon the title report. |

| To be checked off by the Planning Dept. Upon Project Submittal | Required Information on the Development Plans |
|---|---|
| | Streets, alleys, and rights-of-way providing legal access to the property. |
| | Typical street improvement cross-Chapter. |
| | Label and describe any land or right-of-way to be dedicated to public or other uses. |
| | Any known existing wells on the property or within 200 feet of the property boundary. |
| | Existing topography of the property, with the source(s) of the contour lines identified. The contour lines shall extend at least 300 feet beyond the exterior boundaries of the subject property when adjacent property is unimproved or vacant. When adjacent property is improved or not vacant, contour lines shall extend beyond the exterior boundaries of the subject property a distance sufficient to determine compatibility with adjacent property. Maximum contour interval should be five feet. Topography shall be based upon information no older than three years from the date of application and shall be dated and signed by the engineer or land surveyor. |
| | Preliminary Grading including all cut/fill slopes to scale with slope ratios and slope setbacks from structures and property lines, the elevations of all individual building pads, the elevations at the perimeter of the subdivision, conceptual drainage facilities (including the location of terraces, terrace drains, brow ditches, V-ditches, and lot to lot drainage facilities), existing topography and the relationship to adjoining land and development, and any existing grading. |
| | When subsurface septic sewage disposal is intended, include the information described in the "Site Grading, Subsurface Disposal" Chapter below. |
| | Note whether or not land is subject to liquefaction, or other geologic hazards, or is within a Special Studies Zone. |
| | Note whether or not land is subject to overflow, inundation, or flood hazards. |
| | FEMA mapped floodplains and including zone designations. |
| | Centerline curve radii and typical selections of all open channels. |
| | Identify proposed parking spaces & landscape planters. |
| | For residential projects, numbered mobile home or recreational vehicle spaces, dwelling units, or lots, and the total number of each type of space, unit, or lot. |
| | For mobile home project, the proposed boundary lines, approximate dimensions for each space or site, and the net size, for each space or site. |
| | Labeled Common areas, open space, and recreational areas with location, dimensions, acreage, and known proposed uses, and name of proposed owner(s) or entity(ies) who will maintain these areas, if applicable. |
| | Location, dimensions, setbacks, and nature of any proposed and all fences, gates, walls, free-standing signs, driveways, turnouts and/or turnarounds, curbs, drainage structures, and above and below ground structures, including subsurface disposal systems. |

| To be checked off by the Planning Dept. Upon Project Submittal | Required Information on the Development Plans |
|---|---|
| | Location and dimensions of existing and proposed ingress and egress, and methods of vehicular circulation. |
| | Location and dimensions of existing dwellings, buildings or other structures, labeled as existing and indicating whether they are to remain or be removed. |
| | Location, dimensions, and height of proposed dwellings, buildings or other structures, labeled as proposed. |
| | The locations and dimension of all proposed planters and landscaped areas. |
| | The location and proposed amounts for flammable or combustible materials and waste oils. The description of these items shall be included as part of the written description of the project. |
| | Setback dimensions of existing structures and paved areas. |
| | Setback dimensions of proposed structures and paved areas. |
| | Physical water quality components described in the Water Quality Management Plan. |
| | The location of existing trees (note type & size). |
| | The location of any Rock Outcroppings on the site. |
| | Show location of any, and all, riparian/riverine areas within the project boundaries. |
| | Show and note location of all Utility Points of Connection. |
| | Identify and locate all un-recorded but prescriptive rights usage 9e.g., trials, access points, roads, utilities). |

## D. PUBLIC HEARING NOTICE INFORMATION (PROPERTY OWNER MAILING LABELS)

All Cannabis CUP's and Development Agreements will require a public hearing before the Planning Commission and City Council. The public hearing notification package is intended to identify all property owners within a 600-foot radius of the corners of the subject property. For cannabis businesses in multi-tenant commercial retail centers, the 600-foot radius must be measured around the edge of the property lines of the entire retail center. The notification package must be prepared and signed by a professional Title company, and certified by the property owner or project applicant.

Special Note: If the cannabis business is located within a multi-tenant commercial retail center, then each businesses owner within that center must also receive a public hearing notice and be included with the required information below.

The public hearing notification package shall include the following:

1. Two (2) sets of self-addressed & stamped envelopes (self-sticking envelopes only) to be provided by the applicant (it is recommended that "Forever" stamps be used in case of future USPS increases). Each envelope must include the property and business owners' name and mailing address (including the APN). Each envelope shall also include (in the upper left corner) the return address label of the City of Wildomar Planning Department. Each set of envelopes must be provided in a separate manila envelope folder.

2. Two (2) sets of self-addressed & stamped envelopes (self-sticking envelopes only) to be provided by the applicant (it is recommended that you use "Forever" stamps in case of future USPS increases) with the name and address of the Project Applicant/Property Owner, and any other contact persons (deemed appropriate by the Applicant). If the project site is located adjacent to the boundary of a neighboring City, the name and mailing address of the City Planning Department shall also be provided. Each envelope shall also include (in the upper left corner) the return address label of the City of Wildomar Planning Department. Each set of envelopes must be provided in a separate manila envelope folder.

3. One (1) photocopy of the property owner listing sheet and project applicant information from above in a three column format.

4. A 600-foot radius property owner map identifying all properties within the required radius on an assessor's map page(s).

5. One (1) copy of an exhibit/map (appropriately sized) showing the subject property boundary (including any contiguous properties, if applicable) and the notification radius line indicating the radius distance of 600 feet overlaying all of the properties within that boundary area.

6. A completed Public Hearing Notice Certification Form (see next page), signed by a professional Title company who prepared the labels certifying that the list of property owners is from the latest equalized assessment roll and complete and accurate.

# PUBLIC HEARING/MAILING NOTICE CERTIFICATION FORM

I, Jason Boone, certify that on 12-16-24,
Print Name of Preparer — Date

the attached property owner's list was prepared by: Centerpoint Radius Maps for the following project, 33980 Mission Trail, Ste 2,

using a radius distance of 600 feet, (1,000 feet if GPA/Zone Change included) pursuant to application requirements furnished by the City of Wildomar Planning Department. Said list is a complete and true compilation of the project applicant, the applicant's consultant's and/or representatives, the owner(s) of the subject property, adjacent city/district agencies (as applicable) based upon the latest equalized assessment rolls.

I further certify that the information field is true and correct to the best of my knowledge.

Name: Jason Boone

Title/Registration: Owner/ Mapmaker

Address: 263 W Olive Ave #193

City: Burbank State: CA Zip Code: 91502

Telephone No.: (818) 220 5401 Fax No.: (__) _____

E-Mail Address: centerpointradiusmaps@gmail.com

Planning Case No. (if known when prepared): _____

**OWNERSHIP LABELS**
**33980 MISSION TRAIL, STE 2**
**WILDOMAR, CA 92595**
**600' RADIUS**

1
366-160-070
EDWIN E MANSKE
P O BOX 1209
WILDOMAR, CA 92595

2
366-160-017
CESAR S CAMARILLO
9369 EVERGREEN LN
FONTANA, CA 92335

3
366-160-020, 019
EBRAHIM MAHGEREFTEH
9671 NETHERWAY DR
HUNTINGTON BEACH, CA 92646

4
366-160-066, 067, 075
GSC WILDOMAR LP
2042 BUSINESS CENTER DR #100
IRVINE, CA 92612

5
366-150-034, 035, 036, 037
DEBRA LOUISE LEONARD
33800 MISSION TRL
WILDOMAR, CA 92595

6
366-150-003
ROBERT M HARDING
653 W MINTHORN
LAKE ELSINORE, CA 92530

7
366-150-012
JOHN W BREWER
2554 ENTRADA AVE
VISTA, CA 92084

8
366-160-053
RAFAEL SANDOVAL
33867 CHRISTOPHER LN
WILDOMAR, CA 92595

9
366-160-064
ANGEL VARGAS PEREZ
33879 CHRISTOPHER LN
WILDOMAR, CA 92595

10
366-160-063
EDWARD LEE ORAN
33891 CHRISTOPHER LN
WILDOMAR, CA 92595

11
366-160-052
LUPE VILLA
33925 CHRISTOPHER ST
WILDOMAR, CA 92595

12
366-160-034
LUIS ANTONIO RIVAS
45020 SONIA DR
LAKE ELSINORE, CA 92532

13
366-160-033
LUIS A GOMEZ MALDONADO
33969 CHRISTOPHER LN
WILDOMAR, CA 92595

14
366-160-035
ALAN J ANGELES
33975 CHRISTOPHER LN
WILDOMAR, CA 92595

15
366-160-036
ROBIN PATINO
35566 ASTER DR
WILDOMAR, CA 92595

16
367-020-024
SAEED Z BAQERI
21275 BUNDY CANYON RD
WILDOMAR, CA 92595

17
367-020-027
VERNELE GREEN
22690 CERVERA RD
WILDOMAR, CA 92595

18
367-020-028
MARSHALL FLECK
21255 BUNDY CANYON RD
WILDOMAR, CA 92595

19
367-020-026
COLLISTER PATRICIA JEAN TRUST
21235 BUNDY CANYON RD
WILDOMAR, CA 92595

20
367-490-020
FRANCISCO AYALA
34090 CLOVIS WAY
WILDOMAR, CA 92595

21
367-490-021
RICHARD D BALTAZAR
15552 WILD CHERRY CIRCLE
HUNTINGTON BEACH, CA 92647

22
367-490-033
CANYON VILLAGE ESTATES COMMUNITY ASSN
195 N EUCLID AVE
UPLAND, CA 91786

23
367-020-039
LARGO CONCRETE INC
2741 WALNUT AVE
TUSTIN, CA 92780

24
367-020-038
BLUE KCG
25240 HANCOCK AVE STE 100
MURRIETA, CA 92562

25
370-090-039, 060-048
OC CAPITAL PARTNERS
8 CORPORATE PARK
IRVINE, CA 92606

26
370-090-003
H DEJONG
31910 CORYDON ST
WILDOMAR, CA 92595

27
370-060-047
WPS INC
PO BOX 1152
WILDOMAR, CA 92595

28
370-060-046
MIGUEL ESPINOZA
33905 MISSION TR
WILDOMAR, CA 92595

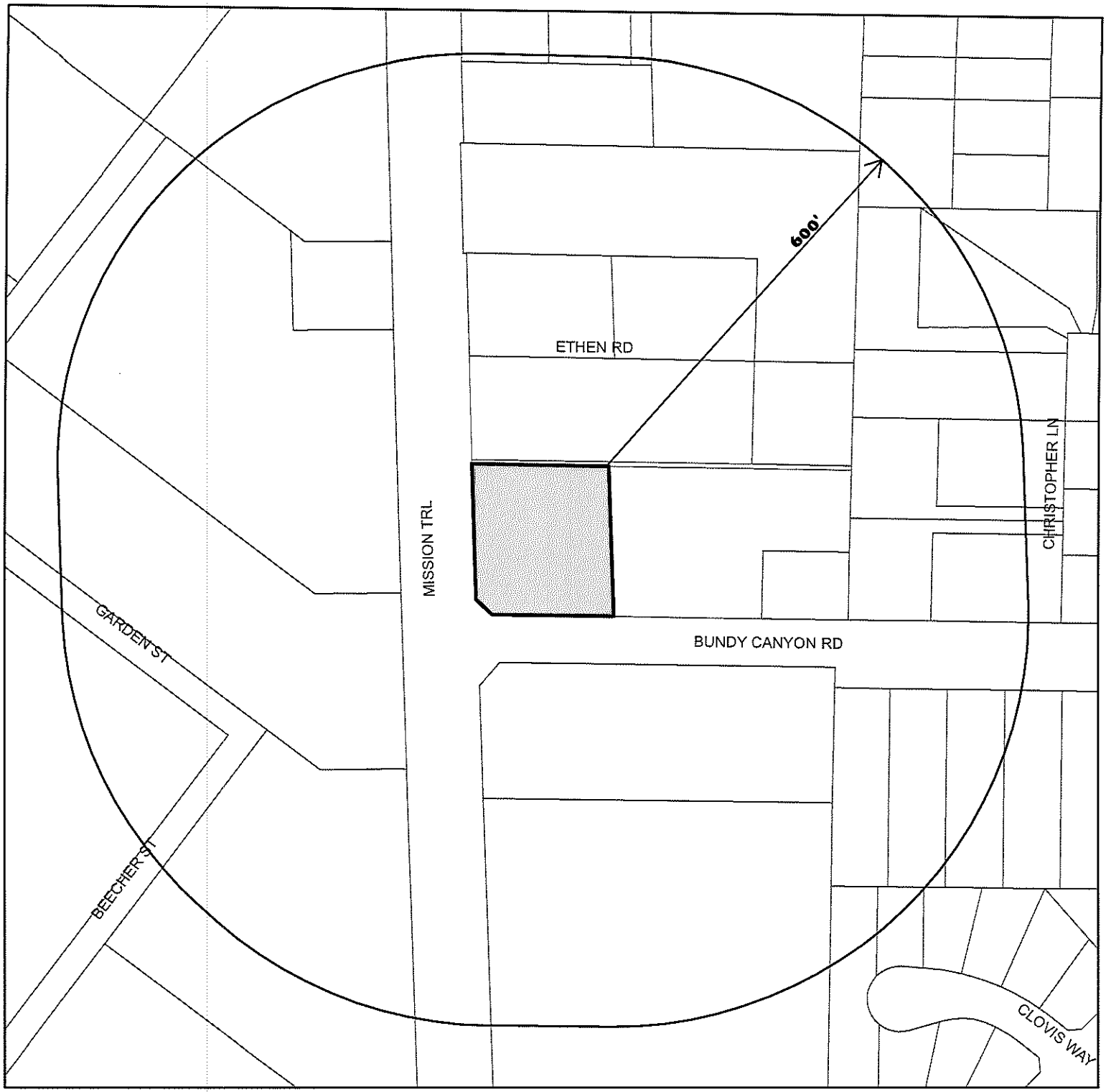
29
370-060-045
DAVID A BEADOR
2900 BRISTOL ST STE D204
COSTA MESA, CA 92626

30
366-160-015
VIC H GONZALEZ
21138 BUNDY CANYON RD
WILDOMAR, CA 92595

31
366-160-014
SKY & LANA GROUP INC
553 W NINTH AVE
ESCONDIDO, CA 92025

OWNER
EDWIN E MANSKE
P O BOX 1209
WILDOMAR, CA 92595

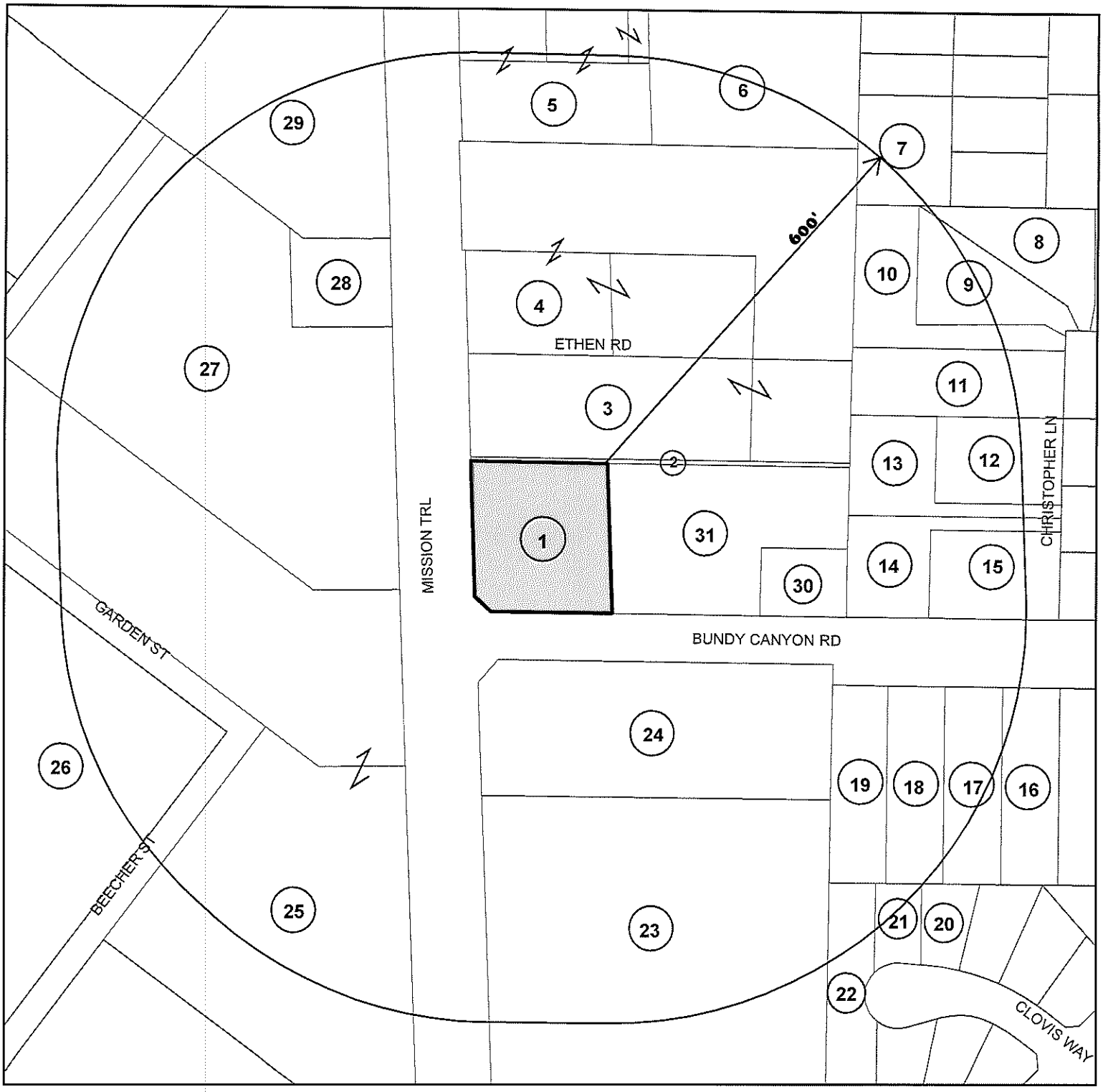
APPLICANT
TAK SATO
STIIZY MISSION TRAIL
2001 S ALAMEDA ST
LOS ANGELES, CA 90058




SCALE: 1" = 200'

**EXHIBIT MAP**
**33980 MISSION TRAIL, STE 2**
**WILDOMAR, CA 92595**
**APN: 366-160-070**
**600' RADIUS**
**DATE: 12-16-2024**

N




SCALE: 1" = 200'

**RADIUS MAP**
**33980 MISSION TRAIL, STE 2**
**WILDOMAR, CA 92595**
**APN: 366-160-070**
**600' RADIUS**
**DATE: 12-16-2024**

N

## E. Hazardous Waste Disclosure Statement for New Development.

The Hazardous Waste Disclosure Statement information below must be completed, signed by the property owner and provided with the application submittal.

# CITY OF WILDOMAR
# HAZARDOUS WASTE SITE DISCLOSURE STATEMENT

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

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

☒ The project is not located on or near an identified hazardous waste site.

☐ The project is located on or near an identified hazardous waste site. Please list the location of the hazardous waste site(s) on an attached sheet.

**Edwin Manske** Edwin Manske — 1-7-25
Owner/Representative (1) — Date

**Janice Manske** Janice Manske — 1-7-25
Owner/Representative (2) — Date

N/A **F. Completed and Signed City of Wildomar Environmental Assessment Form for New Developments on Vacant Lot regardless of Zoning District.**

The attached environmental assessment form must be completed, signed and submitted with the formal development application.

City of Wildomar
Planning Department
23873 Clinton Keith Road, #201
Wildomar, CA 92595
(951) 677-7751
www.cityofwildomar.org

# ENVIRONMENTAL ASSESSMENT FORM

CITY OF WILDOMAR

**The state of California requires cities to assess the environmental impact of all development projects before permits for such action are issued. The attached form will assist you in presenting the environmental effects of your project. The form includes information about the project and an assessment of the potential environmental impacts. You may be asked to answer other questions and submit additional information to determine the level of environmental review required for the project.**

## *General Information*

Project No.(s): _____

Project Location: _____

Assessor's Parcel Number(s): _____

Applicant's Name: _____ Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

List any other permits and/or approvals required for this project, including city, county, regional, state or federal:

_____

## *Description of Use (to be completed for industrial and commercial projects only)*

Proposed use of property: _____ Daily hours of operation: _____

*Estimated number of employees per shift and number of shifts:* _____

*Type(s) of product/goods to be produced:* _____

*List all machines and equipment used:* _____

*List all chemicals used or stored on-site (submit OSHA Material Data Safety Sheet(s), storage amount and method):*

_____

*List all materials and equipment to be stored outside or located on the exterior of the building:* _____

_____

## *Description of Proposed Development*

Number, Type and Area of All Existing and Proposed Buildings:

Lot Area: _____ Lot Coverage: _____ Density: _____

Landscape Area & Coverage: _____ Parking (required & proposed): _____

Is the project to be phased? ☐ Yes ☐ No

*If yes, attached additional sheet(s) fully describing, by phase, the number of units, date construction is proposed to begin, and proposed date of occupancy.*

_____

_____

Is the project part of a larger project? ☐ Yes ☐ No

If yes, list associated project(s): _____

## *Environmental Setting*

Describe the project site as it exists before the project, including topography, soil stability, plants, animals, existing structures, and any cultural, historical or scenic aspects: _____

_____

_____

**Describe the Surrounding Land Uses:** _____

**North:**_____ **East:** _____

**South:**_____ **West:** _____

**Will this project:**

| | | | |
|---|---|---|---|
| 1. | Create a change in existing ground contours? | Yes ◯ | No ◯ |
| 2. | Create a change in scenic views or vistas from existing residential areas, public roads or public lands? | Yes ◯ | No ◯ |
| 3. | Create a change in pattern, scale or character in the general area of the project? | Yes ◯ | No ◯ |
| 4. | Create significant amounts of solid waste or litter? | Yes ◯ | No ◯ |
| 5. | Create a change in dust, ash, smoke or odors in the vicinity? | Yes ◯ | No ◯ |
| 6. | Create a change in ground water quality or quantity, or alter existing drainage patterns? | Yes ◯ | No ◯ |
| 7. | Create substantial change in existing noise or vibration? | Yes ◯ | No ◯ |
| 8. | Be constructed on filled land or on slope of 10 percent of more? | Yes ◯ | No ◯ |
| 9. | Create the need for use or disposal or potentially hazardous materials, such as toxic substances, flammable or explosives? | Yes ◯ | No ◯ |
| 10. | Create a change in demand for municipal services (police, fire, water, sewer, etc.)? | Yes ◯ | No ◯ |
| 11. | Create a substantial increase in fossil fuel consumption (oil, natural gas, etc.)? | Yes ◯ | No ◯ |
| 12. | Result in the removal of trees with a trunk diameter greater than 4 inches? | Yes ◯ | No ◯ |
| 13. | Create changes in existing zoning or general plan land use designations? | Yes ◯ | No ◯ |
| 14. | Result in the development of 500 or more dwelling units? | Yes ◯ | No ◯ |
| 15. | Result in the development of a major sports, entertainment or recreational facility that accommodates 2,000 or more persons? | Yes ◯ | No ◯ |
| 16. | Result in the development of 250,000 or more square feet of office space? | Yes ◯ | No ◯ |
| 17. | Result in the development of 500 or more hotel/motel rooms? | Yes ◯ | No ◯ |
| 18. | Result in the development of 250 or more hospital beds? | Yes ◯ | No ◯ |
| 19. | Result in the development of 250,000 or more square feet of retail-commercial space? | Yes ◯ | No ◯ |
| 20. | Result in the development of 650,000 or more square feet of industrial space? | Yes ◯ | No ◯ |

*Note: Fully explain all "yes" answers on a separate sheet and attach it to this form. If "yes" was answered to any of the questions contained in questions 14 through 20, a completed Traffic Impact Analysis will be required upon submittal of a formal development application. Contact the City Engineer at (951) 677-7751, for information as to the scope of work.*

## *Certification*

I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements and information presented are true and correct to the best of my knowledge and belief.

Preparer's Signature: _____ Date: _____

Name (print or type): _____ Phone: _____

Address: _____ City:_____ Zip: _____

N/A **G. Completed and Signed City of Wildomar Preliminary Water Quality Management Plan (WQMP) Form for New Development for New Developments on a Vacant Lot regardless of Zoning District.**

To comply with the WQMP requirements, an Applicant for a new development must submit a "Project Specific" Preliminary WQMP. The Preliminary WQMP Applicability Checklist must be completed, stamped/sealed, and signed by the project's design professional. Please note that there may be additional requirements for projects draining towards the Santa Ana River Basin (which drains the northern portion of the City into Lake Elsinore) instead of draining towards the Santa Margarita River.

The format of the preliminary WQMP report shall mimic the format/template of the final report. See form on the next page to determine if a WQMP is required for the project. The Project Engineer must complete, sign and stamp the form. WQMP documents can be found on the Public Works webpage at the following address: http://www.cityofwildomar.org/public-works.asp

# EXHIBIT D:

# WQMP Applicability Checklist

# 2018 City of Wildomar WQMP – Exhibit D

## Checklist for Identifying Development Project Type and Submittal Requirements within the City of Wildomar

| SECTION A: PROJECT INFORMATION | | |
|---|---|---|
| Project File No.: | | |
| Project Name: | | |
| Project Location: | | |
| Project Description: | | |
| **SECTION B: PROJECT TYPE IDENTIFICATION** | | |
| Proposed Project Consists of or Includes: | Yes | No |
| **New Development.** The creation of 10,000 square feet or more of impervious surfaces (collectively over the entire project site) including commercial, industrial, residential, mixed-use, and public projects. New Development Projects include projects that are on public or private land which fall under the planning and building authority of the [Insert Jurisdiction]. | ☐ | ☐ |
| **Redevelopment.** The creation, addition or replacement of 5,000 square feet or more of impervious surfaces (collectively over the entire project site) on sites with at least 10,000 square feet of existing impervious surfaces, including commercial, industrial, residential, mixed-use, and public development projects on public or private land. | ☐ | ☐ |
| **Automotive repair shops.** The creation, addition, or replacement of 5,000 square feet or more of impervious surfaces that support automotive repair shops that are categorized in any one of the following Standard Industrial Classification (SIC) Codes 5013–Motor vehicle supplies or parts, 5014–Tires & Tubes, 5541–Gasoline Service Stations, 7532–Top, Body & Upholstery Repair Shops and Paint Shops, 7533–Automotive Exhaust System Repair Shops, 7534–Tire Retreading and Repair Shops, 7536–Automotive Glass Replacement Shops, 7537–Automotive Transmission Repair Shops, 7538–General Automotive Repair Shops, 7539–Automotive Repair Shops, not elsewhere classified). | ☐ | ☐ |
| **Restaurants.** The creation, addition, or replacement of 5,000 square feet or more of impervious surfaces (collectively over the entire project site) at sites and support the selling of prepared foods and drinks for consumption, including stationary lunch counters and refreshment stands selling prepared foods and drinks for immediate consumption (SIC code 5812). | ☐ | ☐ |
| **All Hillside developments.** The creation, addition, or replacement of 5,000 square feet or more of impervious surfaces (collectively over the entire project site) and support development on any natural slope that is 25% or greater. | ☐ | ☐ |
| **Environmentally Sensitive Areas (ESAs).** Developments or Redevelopments discharging directly to an ESA that add or replace 2,500 square feet or more of impervious surfaces collectively over the entire project site. "Discharging directly to" includes flow that is conveyed 200 feet or less from the project to the ESA, or conveyed in a pipe of channel any distance as an isolated flow from the project to the ESA. | ☐ | ☐ |
| **Parking lots.** The creation, addition, or replacement of 5,000 square feet or more of impervious surfaces (collectively over the entire project site) and supports land area or a facility for the temporary parking or storage of motor vehicles used personally for business or commerce. | ☐ | ☐ |
| **Streets, roads, highways, and freeways.** The creation, addition, or replacement of 5,000 square feet or more of impervious surfaces (collectively over the entire project site) and supports paved impervious surface used for the transportation of automobiles, trucks, motorcycles, and other vehicles. | ☐ | ☐ |
| **Retail Gasoline Outlets (RGOs).** The creation, addition, or replacement of 5,000 square feet or more of impervious surfaces that in support Retail Gasoline Outlets that are either 5,000 square feet or more or have a project average daily traffic of 100 or more vehicles. | ☐ | ☐ |
| **Pollutant Generating projects disturbing over 1 acre.** Developments or Redevelopments that disturb over one acre of land and are expected to generate pollutants post construction. | ☐ | ☐ |
| If one or more boxes are checked "Yes" in Section B, project is a Priority Development Project (PDP). Check box below and proceed to Section C.<br>☐ PDP subject to Site Design, Source Control, Pollutant Control, and Hydromodification Management Requirements.<br>If all boxes are checked "No" in Section B, project is not a PDP. Check box below.<br>☐ Non-PDP subject to SD and SC requirements. Project requires "Other Development Project" Water Quality Checklist Submittal or local equivalent documentation method. | | |
| **SECTION C: POTENTIAL GREEN STREET EXEMPTION** | | |
| ☐ PDP does not qualify for (or elect to pursue) the 'Green Streets Exemption' and must submit a Project-Specific WQMP<br>☐ PDP qualifies for, and elects to pursue, the 'Green Streets Exemption', consult with Copermittee for submittal requirements. This exemption requires that the project be designed a manner consistent with the USEPA Green Streets Manual to the maximum extent practicable. Acceptance of this pathway is contingent on Copermittee approval. See Section 1.1.2 of the WQMP. | | |

* Descriptions of SIC codes can be found at http://www.osha.gov/pls/imis/sicsearch.html.

Where a Project feature, such as a parking lot, falls into a PDP Category above and exceeds the applicable area threshold for that PDP category, the entire project footprint is subject to WQMP requirements. However, the feature, such as a parking lot or road, would need to exceed the individual area threshold for that category to trigger PDP designation.

Example 1: A new development project that includes a 3,000 sq-ft building and a 4,000 sq-ft parking lot. This would not trigger a PDP because the total impervious cover is less than 10,000 sq-ft and the impervious cover of the parking lot is less than 5,000 sq-ft.

Example 2: A new development project that includes a 2,000 sq-ft building and a 5,500 sq-ft driveway. This would trigger a PDP because the driveway area is greater than 5,000 sq-ft. The PDP applies to the entire project even though the total impervious total impervious cover is still less than 10,000 sq-ft.

N/A **H. Elsinore Valley Municipal Water District (EVMWD) Procedures for New Development proposed for Cultivation Operations on a Vacant Lot regardless of Zoning District.**

As part of the City's Cannabis CUP process for new development applications, each applicant is required to meet with the EVMWD staff to discuss their proposed project prior to a formal application submittal with the City of Wildomar. This "pre" meeting will streamline the process and ensure that each applicant is aware of the policies and requirements of EVMWD for providing water and sewer service to your project. Please refer to the attached information memorandum regarding EVMWD's development review procedures. Questions related to the EVMWD's review procedures may be directed to the Development Services representative by calling (951) 674-3416, Ext. 8427.

**Board of Directors**
Phil Williams, President
Harvey R. Ryan, Vice President
Andy Morris, Treasurer
George Cambero, Director
Nancy Horton, Director

**Elsinore Valley Municipal Water District**

*Our Mission...*

EVMWD will provide reliable, cost-effective, high quality water and wastewater services that are dedicated to the people we serve.

***General Manager***
John D. Vega
***District Secretary***
Terese Quintanar
***Legal Counsel***
Best Best & Krieger

May 25, 2016

Attn: New Developers

**SUBJECT: EVMWD Development Procedures**

In order to minimize potential delays to your water, sewer or recycled water projects, please be sure to contact the Elsinore Valley Municipal Water District (EVMWD) as soon as possible.

For Due Diligence, Planning, Plan Check and/or Inspection questions, please contact EVMWD Engineering Services at engservices@evmwd.net or by phone at (951) 674-3146 Ext. 6705.

For Service Availability/Service Commitment Letters, please contact EVMWD Development Services at development@evmwd.net or by phone at (951) 674-3146 Ext. 8427.

Please be aware that your project will not be able to receive water and/or sewer services until the appropriate EVMWD procedures have been followed and approved.

Respectfully,

Joanna Stewart
EVMWD Development & Construction Services

951.674.3146
Fax 951.674.9872
www.evmwd.com

31315 Chaney Street
P.O. Box 3000
Lake Elsinore, CA 92530

# OWNER AUTHORIZATION VERIFICATION FOR USE OF PROPERTY AND APP SUBMITTAL

December 16th, 2024

City of Wildomar Planning Department
23873 Clinton Keith Rd, Suite 201
Wildomar, CA 92595

To whom it may concern:

We, Edwin and Janice Manske, the property owners and authorized signatories of The Manske Revocable Trust, owner of the real property at 33980 Mission Trail, Ste #A and B, Wildomar, CA 92595, do authorize the STIIIZY Wildomar LLC dba STIIIZY Mission Trail to operate a commercial cannabis Type 10 Storefront Retailer with Delivery services at 33980 Mission Trail, Ste #A and B, Wildomar, CA 92595. I also acknowledge that STIIIZY Wildomar LLC dba STIIIZY Mission Trail has submitted a Local License and a CUP/Development Agreement Application to operate a commercial cannabis business at 33980 Mission Trail, Ste #A and B, Wildomar, CA 92595.

Sincerely,

Edwin E Manske 1-7-25

Edwin E Manske
Property Owner
P.O. Box 1209
Wildomar, CA 92595

Janice Lee Manske 1-7-25

Janice Lee Manske
Property Owner
P.O. Box 1209
Wildomar, CA 92595

# EVIDENCE OF LAWFUL POSSESSION

# -EXECUTED LEASE-

CALIFORNIA ASSOCIATION OF REALTORS®

# COMMERCIAL LEASE AGREEMENT

**(C.A.R. Form CL, Revised 12/23)**

Date (For reference only): *December 27, 2024*

*The Manske Revocable Trust* (Owner, Authorized Broker or Agent, or Property Manager, ("Landlord")) and *STIIIZY Wildomar, LLC,* ("Tenant") agree as follows:

1. **PROPERTY:** Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as *33980 Mission Trail Unit A&B, Wildomar, CA 92595* ("Premises"), which comprise approximately *25.270* % of the total square footage of rentable space in the entire property. See exhibit _____ for a further description of the Premises.
2. **TERM:** The term begins on (date) *January 1, 2025* ("Commencement Date"), **(Check A or B):**
   - **A.** [X] **Lease:** and shall terminate on (date) *12/31/2034* at *11:59* [ ] AM [X] PM. Any holding after the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as specified in **paragraph 2B**. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and conditions of this agreement shall remain in full force and effect.
   - **B.** [ ] **Month-to-month:** and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at least 30 days prior to the intended termination date, subject to any applicable laws. Such notice may be given on any date.
   - **C. RENEWAL OR EXTENSION TERMS:** _____ OR [X] See attached addendum.
3. **BASE RENT:**
   - **A.** Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY):
     - [ ] (1) $_____ per month, for the term of the agreement.
     - [ ] (2) $_____ per month, for the first 12 months of the agreement. Commencing with the 13th month, and upon expiration of each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers ("CPI") for *Riverside County* (the city nearest the location of the Premises), based on the following formula: Base Rent will be multiplied by the most current CPI preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely reflects the CPI.
     - [ ] (3) $_____ per month for the period commencing _____ and ending _____ and $_____ per month for the period commencing _____ and ending _____ and $_____ per month for the period commencing _____ and ending _____.
     - [ ] (4) In accordance with the attached rent schedule.
     - [X] (5) Other: *Per Addendum No. 1 which is hereby incorporated into this agreement* .
   - **B.** Base Rent is payable in advance on the 1st (or [ ] _____ ) day of each calendar month, and is delinquent on the next day.
   - **C.** If the Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based on a 30-day period. If Tenant has paid one full month's Base Rent in advance of Commencement Date, Base Rent for the second calendar month shall be prorated based on a 30-day period.
4. **RENT:**
   - **A. Definition:** ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit.
   - **B. Payment:** Rent shall be paid to (Name) *Scout Property Management* at (address) *41955 Fourth Street; Suite 102 Temecula, CA 92590*, or at any other location specified by Landlord in writing to Tenant.
   - **C. Timing:** Base Rent shall be paid as specified in **paragraph 3**. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.
5. **EARLY POSSESSION:** Tenant is entitled to possession of the Premises on _____ . If Tenant is in possession prior to the Commencement Date, during this time **(i)** Tenant is not obligated to pay Base Rent, and **(ii)** Tenant [ ] is [ ] is not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date, Tenant is obligated to comply with all other terms of this agreement.
6. **SECURITY DEPOSIT:**
   - **A.** Tenant agrees to pay Landlord $*20,000.00* as a security deposit. Tenant agrees not to hold Broker responsible for its return. (IF CHECKED:) [ ] If Base Rent increases during the term of this agreement, Tenant agrees to increase deposit by the same proportion as the increase in Base Rent.
   - **B.** All or any portion of the security deposit may be used, as reasonably necessary, to: **(i)** cure Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; **(ii)** repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; **(iii)** broom clean the Premises, if necessary, upon termination of tenancy; and **(iv)** cover any other unfulfilled obligation of Tenant. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: **(i)** furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and **(ii)** return any remaining portion of security deposit to Tenant. However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession.
   - **C.** No interest will be paid on security deposit, unless required by local ordinance.

**7. PAYMENTS:**

| | | TOTAL DUE | PAYMENT RECEIVED | BALANCE DUE | DUE DATE |
|---|---|---|---|---|---|
| **A.** | **Rent:** From *01/01/2025* To *01/31/2025* | $ *5,000.00* | $ | $ *5,000.00* | *12/31/2024* |
| **B.** | **Security Deposit** | $ *20,000.00* | $ | $ *20,000.00* | *12/31/2024* |
| **C.** | **Other:** _____ Category | $ | $ | $ | |
| **D.** | **Other:** _____ Category | $ | $ | $ | |
| **E.** | **Total:** | $ *25,000.00* | $ | $ *25,000.00* | *12/31/2024* |

**8. PARKING:** Tenant is entitled to *open* unreserved and *zero (0)* reserved vehicle parking spaces. The right to parking [X] is [ ] is not included in the Base Rent charged pursuant to **paragraph 3**. If not included in the Base Rent, the parking rental fee shall be an additional $_____ per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted.

**9. ADDITIONAL STORAGE:** Storage is permitted as follows: *within the walls of the suite*. The right to additional storage space [X] is [ ] is not included in the Base Rent charged pursuant to **paragraph 3**. If not included in Base Rent, storage space shall be an additional $_____ per month. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another, or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material. Tenant shall pay for, and be responsible for, the clean-up of any contamination caused by Tenant's use of the storage area.

**10. LATE CHARGE; INTEREST; NSF CHECKS:** Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 calendar days after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, $_____ as late charge, plus 10% interest per annum on the delinquent amount and $25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under **paragraph 4,** or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.

**11. CONDITION OF PREMISES:** Tenant has examined the Premises and acknowledges that Premises is clean and in operative condition, with the following exceptions: *property is leased "as is"*.
Items listed as exceptions shall be dealt with in the following manner: _____.

**12. ZONING AND LAND USE:** Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representation or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.

**13. TENANT OPERATING EXPENSES:** Tenant agrees to pay for all utilities and services directly billed to Tenant.

**14. PROPERTY OPERATING EXPENSES:**

**A.** Tenant agrees to pay its proportionate share of Landlord's estimated monthly property operating expenses, including but not limited to, common area maintenance, consolidated utility and service bills, insurance, and real property taxes, based on the ratio of the square footage of the Premises to the total square footage of the rentable space in the entire property.

**B.** [ ] (If checked) **paragraph 14** does not apply.

**15. USE:** The Premises are for the sole use as *Cannabis Dispensary (see Addendum No. 2)*.
No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost. Tenant will comply with all Laws affecting its use of the Premises.

**16. RULES/REGULATIONS:** Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, Owner's Association) that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use of the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises.

**17. MAINTENANCE:**

**A.** Tenant **OR** [ ] (**If checked**, Landlord) shall professionally maintain the Premises including heating, air conditioning, electrical, plumbing and water systems, if any.

**B.** Tenant **OR** [ ] (**If checked**, Landlord) shall keep glass, windows and doors in operable and safe condition.

**C.** Landlord **OR** [ ] (**If checked**, Tenant) shall maintain the roof, foundation, exterior walls, common areas and *will be billable on Tenant's NNN charges*.

**D.** Unless Landlord is indicated above, if Tenant fails to maintain the Premises, or keep it in operable and safe condition, as specified in 17 A-C, Landlord may contract for or perform such services to maintain the Premises, or keep it in operable and safe condition, as specified in 17 A-C, and charge Tenant for Landlord's cost.

**18. ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.

**19. GOVERNMENT IMPOSED ALTERATIONS:** Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.

20. **ENTRY:** Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.
21. **SIGNS:** Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the **90 (or** ☐ _____ **) day** period preceding the termination of the agreement.
22. **SUBLETTING/ASSIGNMENT:** Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant or Tenant's obligation under this agreement.
23. **POSSESSION:** If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in **paragraph 2**. If Landlord is unable to deliver possession within **60 (or** ☐ ___**)** calendar days after the agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.
24. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of agreement, Tenant shall: **(i)** give Landlord all copies of all keys or opening devices to Premises, including any common areas; **(ii)** vacate Premises and surrender it to Landlord empty of all persons and personal property; **(iii)** vacate all parking and storage spaces; **(iv)** deliver Premises to Landlord in the same condition as referenced in paragraph 11; **(v)** clean Premises; **(vi)** give written notice to Landlord of Tenant's forwarding address; and **(vii)** _____ _____.
All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.
25. **BREACH OF CONTRACT/EARLY TERMINATION:** In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by **paragraph 24**, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: **(i)** the worth, at the time of award, of the unpaid Rent that would have been earned at the time of termination; **(ii)** the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and **(iii)** the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by reletting the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.
26. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of the Premises. If total or partial destruction or damage occurs as a result of an act of Tenant or Tenant's guest, **(i)** only Landlord shall have the right, at Landlord's sole discretion, within 30 days after such total or partial destruction or damage to treat the lease as terminated by Tenant, and (ii) Landlord shall have the right to recover damages from Tenant.
27. **HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
28. **CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.
29. **INSURANCE:** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry (i) liability insurance in an amount of not less than $*2,000,000.0* and (ii) property insurance in an amount sufficient to cover the replacement cost of the property if Tenant is responsible for maintenance under **paragraph 17B**. Tenant's insurance shall name Landlord and Landlord's agent as additional insured. Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least $*1,000,000.00* , plus property insurance in an amount sufficient to cover the replacement cost of the property unless Tenant is responsible for maintenance pursuant to **paragraph 17B**. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.
30. **TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: **(i)** shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and **(ii)** may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.

31. **LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
32. **SUBORDINATION:** This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.
33. **TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: **(i)** before occupancy begins, upon disapproval of credit report(s); or **(ii)** at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.
34. **CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:**
    **A.** Landlord states that the Premises ☐ have, or ☒ have not been inspected by a Certified Access Specialist (CASp).
    **B.** **If** the Premises have been inspected by a CASp,
    (1) Landlord states that the Premises ☐ have, or ☐ have not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53. Landlord shall provide Tenant a copy of the report prepared by the CASp (and, if applicable a copy of the disability access inspection certificate) as specified below.
    (2) ☐ **(i)** Tenant has received a copy of the report at least 48 hours before executing this lease. Tenant has no right to rescind the lease based upon information contained in the report.
    OR ☐ **(ii)** Tenant has received a copy of the report prior to, but no more than, 48 hours before, executing this lease. Based upon information contained in the report, Tenant has 72 hours after execution of this lease to rescind it.
    OR ☐ **(iii)** Tenant has not received a copy of the report prepared by the CASp prior to execution of this lease. Landlord shall provide a copy of the report prepared by the CASp (and, if applicable a copy of the disability access inspection certificate) within 7 days after execution of this lease. Tenant shall have up to 3 days thereafter to rescind the lease based upon information in the report.
    **C.** If the Premises have not been inspected by a CASp or a certificate was not issued by the CASp who conducted the inspection, "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."
    **D.** Notwithstanding anything to the contrary in **paragraph 17, 18, 19** or elsewhere in the lease, any repairs or modifications necessary to correct violations of construction related accessibility standards to the Premises are the responsibility of the ☒ Tenant, ☐ Landlord, ☐ Other _____ .
35. **MEDIATION:** Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to **paragraph 36** below. **Paragraphs 36B** and **C** apply whether or not the arbitration provision is initialed. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.

**36. ARBITRATION OF DISPUTES:**

**A. Tenant and Landlord agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 36B and C below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.**

**B. EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from Mediation and Arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) and action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.

**C. BROKERS:** Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.

**"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."**

**"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."**

Landlord's Initials DS _____ / _____ Tenant's Initials Initial TS / _____

**37. JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each on shall be individually and completely responsible for the performance of all obligations of Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession.

**38. NOTICE:** Notices may be served by mail, email, or courier at the contact information provided in the signature section for Landlord or Tenant, or at any other location subsequently designated and is deemed effective upon personal receipt by either party or their agent.

**39. WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach.

**40. INDEMNIFICATION:** Tenant shall indemnify, defend and hold Landlord harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Tenant's use of the Premises.

**41. OTHER TERMS AND CONDITIONS/SUPPLEMENTS:** ***Tenant takes Property "as is" and all Tenant Improvements shall be at Tenants' sole expense. Upon commencement of Tenant Improvements, Landlord shall post a Notice of Non Responsibility to which tenant shall comply.***

***The following ATTACHED supplements/exhibits are incorporated into this agreement: EXHIBIT: Rules and Regulations for Shopping Center and Office and Industrial Space, Addendum No. 1, and Addendum No. 2.***

The following ATTACHED supplements/exhibits are incorporated in this agreement: ☐ Option Agreement (C.A.R. Form OA) _____

**42. ATTORNEY FEES:** In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 35A.

**43. ENTIRE CONTRACT:** Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.

**44. BROKERAGE:** Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as named in this agreement, in connection with any act relating to the Premises, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warranty and representation in this **paragraph 43**.

**45. AGENCY CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:
Listing Agent: ***Scout Property Management*** (Print Firm Name) is the agent of (check one):
[X] the Landlord exclusively; or [ ] both the Tenant and Landlord.
Selling Agent: ***United Real Estate Group*** (Print Firm Name) (if not same as Listing Agent) is the agent of (check one):
[X] the Tenant exclusively; or [ ] the Landlord exclusively; or [ ] both the Tenant and Landlord.
Real Estate Brokers are not parties to the agreement between Tenant and Landlord.

**Landlord and Tenant acknowledge and agree that Brokers: (i) do not guarantee the condition of the Premises; (ii) cannot verify representations made by other; (iii) will not verify zoning and land use restrictions; (iv) cannot provide legal or tax advice; (v) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this agreement, Brokers: (vi) do not decide what rental rate a Tenant should pay or Landlord should accept; and (vii) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.**

**46. LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer identified in **paragraphs 47 or 48** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer **(i)** represents that the entity for which that person is acting already exists and is in good standing to do business in California and **(ii)** shall Deliver to the other Party, upon request, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

**47. Tenant agrees to rent the Premises on the above terms and conditions.**

**A.** [X] **ENTITY TENANT:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)
(1) One or more Tenant is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
(2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 46** for additional items.
(3) The name(s) of the Legally Authorized Signer(s) is: ***Tak Soto*** , _____ .
(4) If a trust, identify Tenant as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
(5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: _____
_____ .

**B. TENANT SIGNATURE(S):**

(Signature) By, Tak Soto Date: 1/6/2025
Printed name of Tenant: ***STIIIZY Wildomar, LLC***
[X] Printed Name of Legally Authorized Signer: ***Tak Soto*** Title, if applicable, _____
Address _____ City _____ State ____ Zip _____
Telephone _____ Text ***(310)488-5707*** E-mail ***tak.soto@stiiizy.com***

(Signature) By, _____ Date: _____
Printed name of Tenant: _____
[ ] Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____
Address _____ City _____ State ____ Zip _____
Telephone _____ Text _____ E-mail _____
[ ] IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

[ ] **GUARANTEE:** In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: **(i)** guarantee unconditionally Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; **(ii)** consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and **(iii)** waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) _____
Guarantor _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ E-mail _____

**48. Landlord agrees to rent the Premises on the above terms and conditions:**

**A.** [X] **ENTITY LANDLORD:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

(1) One or more Landlord is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 46** for additional items.

(3) The name(s) of the Legally Authorized Signer(s) is: Edwin E. Manske, _____ .

(4) If a trust, identify the Landlord as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).

(5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: _____ _____.

**B. LANDLORD SIGNATURE(S):**

(Signature) By, Edwin E. Manske Date: 1/7/2025

Printed name of Landlord: The Manske Revocable Trust

[X] Printed Name of Legally Authorized Signer: Edwin E. Manske Title, if applicable, _____

Address _____ City _____ State ____ Zip _____

Telephone _____ Text _____ E-mail _____

(Signature) By, _____ Date: _____

Printed name of Landlord: _____

[ ] Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State ____ Zip _____

Telephone _____ Text _____ E-mail _____

[ ] IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

**Agency relationships are confirmed as above. Real estate brokers who are not also Landlords in this agreement are not a party to the agreement between Landlord and Tenant.**

Real Estate Broker (Tenant Brokerage Firm) United Real Estate Group Lic. # 01025270

By (Agent) Jeff Nauta Lic. # 01252859 Date 1/6/2025

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

Real Estate Broker (Landlord Brokerage Firm) Scout Property Management Lic. # 01816722

By (Agent) _____ Lic. # 01264425 Date 1/6/2025

Address 41955 Fourth Street; Suite 102 City Temecula State CA Zip 92590

Telephone (951)200-7695 Fax _____ E-mail grattan@myscoutpm.com

Landlord's Initials EEM / _____ Tenant's Initials TS / _____

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CALIFORNIA ASSOCIATION OF REALTORS®

# ADDENDUM No. 1

**(C.A.R. Form ADM, Revised 12/21)**

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR ☐ Residential Lease or Month-to-Month Rental Agreement, ☐ Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), ☒ Other *Commercial Lease Agreement*, dated *December 27, 2024*, on property known as *33980 Mission Trail Unit AB Wildomar, CA 92595* ("Property/Premises"), in which *STIIIZY Wildomar, LLC* is referred to as ("Buyer/Tenant") and *The Manske Revocable Trust* is referred to as ("Seller/Landlord"). Buyer/Tenant and Seller/Landlord are referred to as the "Parties."

*1: NNN LEASE: This is a NNN Lease with the Tenant responsible for their proportion of all center expenses including (but not limited to) maintenance, taxes, insurance, parking lot, landscape, rubbish pick up, etc. The NNN expense is currently calculated at $0.28/SF/MO at commencement of the lease ($707.56/MO). Current NNN expenses are calculated for the 2024 year, and shall be calculated each subsequent year to ensure proper billing. Tenants will receive an accounting of the expenses yearly; if there is an overage in payments Tenants will receive a credit, if there is a shortage Tenants will be invoiced for the balance due. In the event that there is a shortage Tenants will pay the NNN balance due within 90 days of billing. NNN expenses shall be billed as additional rent.*

*2: OPTION PERIOD: The initial 8 months of lease agreement and tenancy shall be an Option to Lease based upon the terms of the Commercial Lease Agreement dated 12/27/2024. Tenant shall pay a fee of $5,000.00 per month ("Option Fee") for the eight (8) months Option to Lease. The Option Fees incurred during this 8 month period shall be non-refundable. Tenant shall have eight (8) months to exercise the Option to Lease. NNN Charges will not be incurred by Tenant during the Option Period. This Option Period is referred to as the "Entitlement Period."*

*3: ENTITLEMENT PERIOD: During the Entitlement Period, at Tenant's sole cost and expense, Tenant shall be permitted to apply for and obtain permits, determinations, and approvals from governmental entities in furtherance of Tenant's intended use of the Property, which may include cannabis dispensary (collectively, the "Entitlements"). During the Entitlement Period, Tenant shall have the right to terminate the Lease with no further obligation, in Tenant's sole and absolute discretion, if Tenant has not obtained, or determines in Tenant's sole and absolute discretion that Tenant likely cannot obtain the necessary Entitlements.*

*4: On the date of opening, or by the ninth (9th) month (whichever comes first), the next First (1st) of the month the Base Rent shall increase to $10,000.00/month ($10,707.56 total monthly including NNN charges). The Base Rent shall increase 3% on an annual basis, commencing in the second year after opening.*

*5: Suites A and B are approximately 2,527 square feet.*

**The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this Addendum.**

Buyer/Tenant Signed by: Tak Sato 1/6/2025
*STIIIZY Wildomar, LLC*

Buyer/Tenant _____ Date _____

Seller/Landlord DocuSigned by: Edwin E. Manske 1/7/2025
*The Manske Revocable Trust*

Seller/Landlord _____ Date _____

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EQUAL HOUSING OPPORTUNITY

CALIFORNIA ASSOCIATION OF REALTORS®

# ADDENDUM No. 2

**(C.A.R. Form ADM, Revised 12/21)**

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR ☐ Residential Lease or Month-to-Month Rental Agreement, ☐ Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), ☒ Other *Commercial Lease Agreement*, dated *December 27, 2024*, on property known as *33980 Mission Trail Unit AB Wildomar, CA 92595* ("Property/Premises"), in which *STIIIZY Wildomar, LLC* is referred to as ("Buyer/Tenant") and *The Manske Revocable Trust* is referred to as ("Seller/Landlord"). Buyer/Tenant and Seller/Landlord are referred to as the "Parties."

*1: OPTION TO RENEW: This is a Ten (10) year lease where Tenant shall be provided with Two (2) options to renew for Five (5) years commencing immediately upon expiration of the original term. Tenant may exercise this right to extend by delivering written notice to Landlord no less than 180 days before the end of the current term.*

*2: LATE FEES: Late fee is 5% of the monthly amount due and posts on the 6th day of the month. Late fee in year one is based upon 5% of year one lease. Subsequent years' late fees shall increase in conjunction with scheduled yearly rent increases.*

*3: AGREED USE: Upon obtaining all necessary City and State licenses and approvals, Tenants may use the Premises for any cannabis business or cannabis-related business, including, without limitation, distribution and sale of cannabis and cannabis products, whether at retail or wholesale prices and whether for medicinal or recreational use, cannabis or cannabis product manufacturing, processing, testing, or any other legal use related to cannabis so long as such use is operated under such license and all governmental authorizations per all applicable State and Local laws. Cultivation of cannabis is not permitted under any circumstances.*

*4: TENANT BROKER COMMISSION: The Landlord agrees to pay the Tenant's Broker a total commission of $25,000, to be disbursed as follows:*

*a: Initial Payment: The first payment of $15,000 shall be made to the Tenant's Broker upon the Tenant opening for business and meeting the following conditions:*

*- Tenant is paying the Base Rent of $10,000.00 per month and NNN charges of $707.56 per month.*

*b: Second Payment: The second payment of $10,000 shall be made to the Tenant's Broker one year after the Tenant has opened for business, provided the following conditions are met:*

*- Tenant has not defaulted on the lease; and*

*- Tenant is current on all Rent and NNN obligations, with no arrears or past-due amounts.*

*The Landlord's obligation to make these payments is contingent on the Tenant's compliance with the specified conditions.*

Signed by:
Jeff Nauta — Jeff Nauta — 1/6/2025
424937D008E4463...

**The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this Addendum.**

Signed by:
Buyer/Tenant Tak Sato Date 1/6/2025
*STIIIZY Wildomar, LLC*

Buyer/Tenant _____ Date _____

DocuSigned by:
Seller/Landlord Edwin E. Manske Date 1/7/2025
*The Manske Revocable Trust*

Seller/Landlord _____ Date _____

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EQUAL HOUSING OPPORTUNITY

Docusign Envelope ID: 87D28740-3908-4EA6-847C-E081F967A943

**EXHIBIT**
**Rules and Regulations for Shopping Center and Office and Industrial Space**

The following terms and conditions are hereby incorporated in and made a part of the Commercial Lease Agreement, OR ☐ Other _____ dated December 27, 2024, on the property known as 33980 Mission Trail; Unit A&B, Wildomar, CA 92595 _____("Property/Premises") in which STIIIZY Wildomar, LLC is referred to as ("Tenant" or "Lessee") and The Manske Revocable Trust is referred to as ("Owner" or "Lessor").

**GENERAL RULES**

1. Lessee, its employees and/or its agents shall not obstruct, impair or destroy any common areas, including (but not limited to) driveways, walkways, and stairways.
2. Lessor reserves the right to refuse access to any persons Lessor, in good faith, judges to be a threat to the safety, reputation, or property of the Premises and its occupants.
3. Lessee shall not make or permit any noise or odors that annoy or interfere with other lessees or persons having business within the Shopping Center, Office or Industrial Space.
4. Lessee shall not keep animals or birds within the Shopping Center, Office or Industrial Space (unless Lessee's sole use is designated as a "Pet Shop") and shall not bring bicycles, motorcycles or other vehicles into areas not designated as authorized for same.
5. Less shall not make, suffer or permit litter except in appropriate receptacles for that purpose and agree to break up all boxes and place in the rubbish container. Lessee has one key for rubbish enclosure and for the roof ladder.
6. Lessee shall not alter any lock or install new or additional locks or bots without written consent of Lessor.
7. Lessee, its employees and/or its agents shall not deface the walls, partitions, or other surfaces of the Premises.
8. Lessee shall not employ any service or contractor for services or work to be performed in the Premises, except as approved by Lessor.
9. Lessee shall return all keys at the termination of its tenancy and shall be responsible for the cost of replacing any keys that are lost.
10. No Lessee, employee, or agent of Lessee shall go up on the roof of the building without written permission of the Lessor.
11. Lessee shall comply and enforce all ordinances regulating smoking in public places.
12. Lessee shall not use any additional method of heating or air conditioning without consent of Lessor.
13. Lessee shall not install, maintain or operate any vending machines upon the Premises without Lessor's written consent. ATM Machines are excluded from this clause. Tenants may install ATM machines. DS Initial
14. The Premises shall not be used for lodging or manufacturing, cooking or food preparation without Lessor's written consent.
15. Lessee shall comply with all safety, fire protection, and evacuation regulations established by Lessor or any applicable governmental agency.
16. Lessor reserves the right to waive any one of these rules and regulations, and/or as to any particular Lessee, and any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to such Lessee.

**Tenant's Initials** (Initial)(_____) **Landlord's Initials** (DS)(_____)

Docusign Envelope ID: 87D28740-3908-4EA6-847C-E081F967A943

17. Lessee assumes all risks from theft or vandalism and agrees to keep its Premises locked and secured as may be required.

18. Lessor reserves the right to make such other reasonable rules and regulations as it may from time-to-time deem necessary for the appropriate operation and safety of the Shopping Center, Office or Industrial Space and its occupants. Lessee agrees to abide by these and such rules and regulations.

## PARKING RULES

1. Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, shippers or customers, to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.

2. Users of the parking area will obey all posted signs and park only in the areas designated for vehicle parking.

3. The maintenance, washing, waxing, or cleaning of vehicles in the parking area or common areas is strictly prohibited.

4. Lessee shall be responsible for seeing that all of its employees, agents, and customers, comply with the applicable parking rules and regulations, laws, and agreements.

5. Lessor reserves the right to modify these rules and/or adopt such other reasonable and non-discriminatory rules and regulations as it may deem necessary for the proper operation of the parking area.

6. Such parking use as is herein provided is intended merely as a license only, and no bailment is intended or shall be created hereby.

Signed by:
Tak Sato
Signature of Tenant 1/6/2025
Date

Tak Sato
Printed Name of Tenant

Signature of Tenant Date

Printed Name of Tenant

DocuSigned by:
Edwin E. Manske
Signature of Rental Property Owner 1/7/2025
Date

Edwin E. Manske
Printed Name of Rental Property Owner

Signature of Rental Property Owner Date

Printed Name of Rental Property Owner

# ORGANIZATIONAL STATUS

202464711423

**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) 657-5448

For Office Use Only

**-FILED-**

File No.: 202464711423

Date Filed: 11/22/2024

| | |
|---|---|
| Limited Liability Company Name | |
| Limited Liability Company Name | STIIIZY Wildomar LLC |
| Initial Street Address of Principal Office of LLC | |
| Principal Address | 728 E. COMMERCIAL STREET<br>LOS ANGELES, CA 90012 |
| Initial Mailing Address of LLC | |
| Mailing Address | 2001 S. ALAMEDA STREET.<br>LOS ANGELES, CA 90058 |
| Attention | Legal |
| Agent for Service of Process | |
| California Registered Corporate Agent (1505) | LEGALINC REGISTERED AGENTS, INC.<br>Registered Corporate 1505 Agent |
| 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.

*Jennifer Pratt* — Organizer Signature

*11/22/2024* — Date

B3214-5268 11/22/2024 1:40 PM Received by California Secretary of State

# APPLICANT INFORMATION VERIFICATION LETTER

STIIIZY Applicant Information Verification Letter

November 25th, 2024

City of Wildomar Planning Department
23873 Clinton Keith Rd, Suite 201
Wildomar, CA 92595

To whom it may concern:

I, Tak Sato, the President and authorized signatory of STIIIZY Wildomar LLC dba STIIIZY Mission Trail, do authorize the City of Wildomar to verify information contained in STIIIZY Wildomar LLC dba STIIIZY Mission Trail's application to operate a cannabis store at 33980 Mission trail, Ste # A and B, Wildomar, CA 92595.

Sincerely,

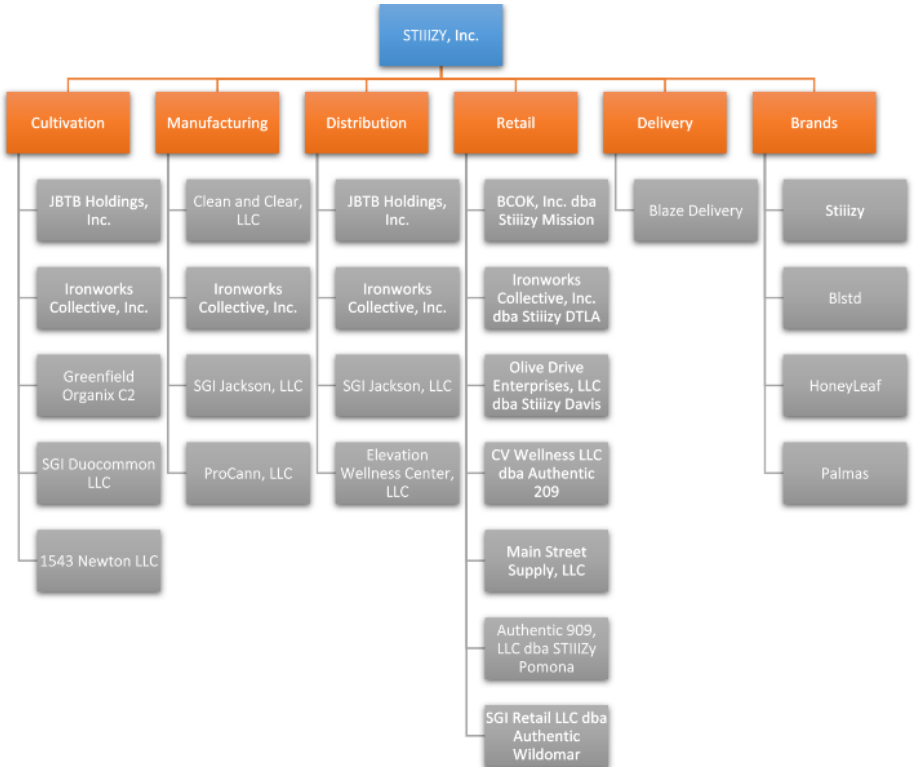
Tak Sato
2001 S. Alameda Street
Los Angeles, CA 90058
310-488-5707
tak.sato@stiiizy.com

# STATEMENT OF QUALIFICATIONS

STIIIZY

## STATEMENT OF QUALIFICATIONS

The applicant, STIIIZY Wildomar LLC d/b/a STIIIZY Wildomar Mission Trail, is a subsidiary of STIIIZY Inc, one of the only truly fully vertically integrated cannabis companies based in California. STIIIZY is the parent entity and owner of various other cannabis retail, manufacturing, cultivation, distribution, real estate and IP assets. See example below for a partial illustration of STIIIZY Inc organizational structure and a table outlining all operational retail stores:




| Business Name<br>DBA Name | Location | State License # | Original Issue Date | Operational Since | Type |
|---|---|---|---|---|---|
| BCOK Inc.<br>STIIIZY Mission | 3326 Mission St<br>San Francisco, CA 94110 | C10-0000053-LIC | 5/17/18 | 6/8/2018<br>9/28/2019 | Retail |
| Ironworks Collective, Inc.<br>STIIIZY DTLA | 718 Commercial St<br>Los Angeles, CA 90012 | C10-0000346-LIC | 7/2/19 | 8/24/2019 | Retail |
| Olive Drive Enterprises, LLC<br>STIIIZY Davis | 965 Olive Drive, Suite G1<br>Davis, CA 95616 | C10-0000112-LIC | 12/5/18 | 10/26/2019 | Retail |
| CV Wellness, LLC<br>Authentic 209 | 426 McHenry Ave<br>Modesto, CA 95350 | C10-0000448-LIC | 12/30/18 | 12/19/24 | Retail |

| | | | | | |
|---|---|---|---|---|---|
| Main Street Supply LLC<br>STIIIZY Alameda | 1528 Webster Street<br>Alameda, CA 94501 | C10-0000623-LIC | 9/24/19 | 2/7/20<br>7/24/2021 (STIIIZY) | Retail |
| Strategic Green Partners LLC<br>STIIIZY Palm Desert | 72180 Highway 111 Palm Desert, CA 92260 | C10-0000275-LIC | 12/19/18 | 2/28/2020 (Authentic)<br>11/19/2022 (STIIIZY) | Retail |
| United 415, Inc.<br>STIIIZY Union Square | 180 O'Farrell St<br>San Francisco, CA 94102 | C10-0000713-LIC | 5/12/20 | 10/9/2020 | Retail |
| Screaming Eagle<br>STIIIZY Jurupa Valley | 5434 Mission Blvd<br>Jurupa Valley, CA 92509 | C10-0000661-LIC | 12/6/19 | 11/20/2020 | Retail |
| Colay Health Center<br>STIIIZY MoValley | 14070 Perris Blvd<br>Moreno Valley, CA 92553 | C10-0000720-LIC | 6/3/20 | 1/9/21 | Retail |
| KMBM, Inc.<br>Authentic 415 | 165 Mississippi St.<br>San Francisco, CA 94107 | C10-0000768-LIC | 12/23/20 | 1/23/21 | Retail |
| TERP Inc.<br>STIIIZY Vista | 415 La Tortuga Dr.<br>Vista, CA 92081 | C10-0000780-LIC | 2/2/21 | Med: 5/22/2021<br>Rec: 8/13/2021 | Retail |
| SGI Retail LLC<br>STIIIZY Wildomar | 36330 Hidden Springs Rd, Ste B&C<br>Wildomar, CA 92595 | C10-0000810-LIC | 5/10/21 | 6/19/2021 | Retail |
| Authentic 909 LLC<br>STIIIZY Pomona | 1605 W Holt Ave.<br>Pomona, CA 91768 | C10-0000820-LIC | 6/2/21 | 6/26/2021 | Retail |
| Positive Vibe<br>STIIIZY Parkmerced | 61 Cambon Dr.<br>San Francisco, CA 94132 | C10-0000825-LIC | 6/10/21 | 7/17/2021<br>7/1/2023 (STIIIZY) | Retail |
| SGI Suisun LLC<br>STIIIZY Suisun | 521 Railroad Ave.<br>Suisun City, CA 94585 | C10-0000848-LIC | 7/26/21 | 8/7/2021 | Retail |
| SGI Marina LLC<br>STIIIZY Marina | 3170 Del Monte Blvd.<br>Marina, CA 93933 | C10-0000864-LIC | 8/13/21 | 8/28/2021 | Retail |
| SGI Benicia LLC<br>STIIIZY Benicia | 160 E N St.<br>Benicia, CA 94510 | C10-0000879-LIC | 9/7/21 | 9/25/2021 | Retail |

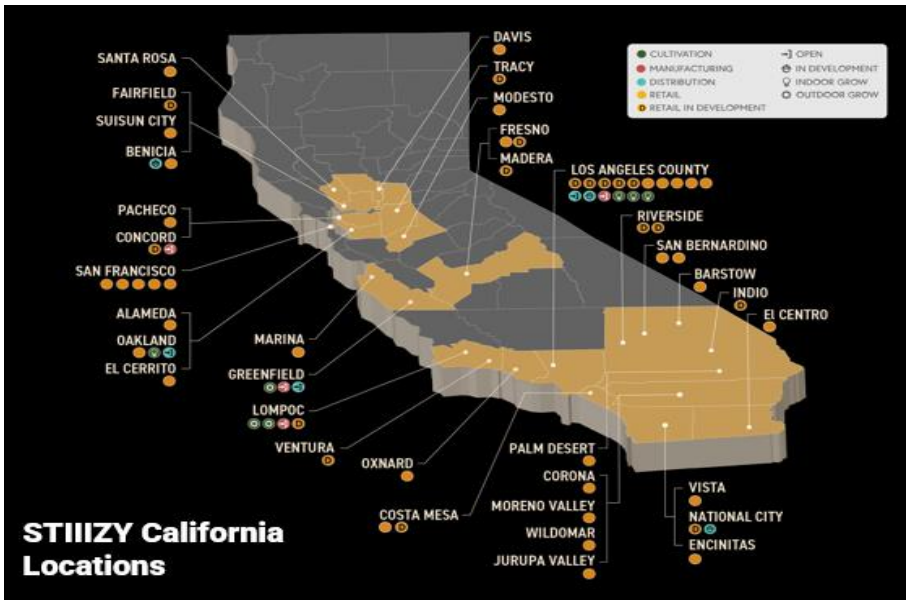
| | | | | | |
|---|---|---|---|---|---|
| SGI Pacheco LLC<br>STIIIZY Pacheco | 5753 Pacheco Blvd.<br>Pacheco, CA 94553 | C10-0000889-LIC | 9/15/21 | 10/16/21 | Retail |
| SGI Santa Rosa LLC<br>STIIIZY Santa Rosa | 3175 Range Ave.<br>Santa Rosa, CA 95403 | C10-0000991-LIC | 3/21/22 | 4/30/22 | Retail |
| VPCG LLC<br>STIIIZY Western | 1570 S Western Ave, Ste 102 & 104<br>Los Angeles, CA 90006 | C10-0001015-LIC | 5/18/22 | 6/18/2022 | Retail |
| Planet Neptune LLC<br>STIIIZY PCH Wilmington | 1026 W Pacific Coast Hwy<br>Wilmington, CA 90744 | C10-0001030-LIC | 5/9/22 | 7/23/2022 | Retail |
| Genetics Dispensary LLC<br>STIIIZY Pacoima | 11071 N San Fernando Rd<br>Pacoima, CA 91331 | C10-0001034-LIC | 5/18/22 | 9/10/2022 | Retail |
| Shryne Barstow LLC<br>STIIIZY Barstow | 2560 High Point Pkwy, Ste A-2 and A-3<br>Barstow, CA 92311 | C10-0001106-LIC | 6/21/22 | 10/20/2022 | Retail |
| SGI Brannan LLC<br>STIIIZY SoMa | 518 Brannan St.<br>San Francisco, CA 94107 | C10-0001058-LIC | 6/7/22 | 1/28/2023 | Retail |
| Shryne Harbor LLC<br>STIIIZY Costa Mesa | 2710 Harbor Blvd<br>Costa Mesa, CA 92626 | C10-0001220-LIC | 2/1/23 | 5/13/2023 | Retail |
| Authentic El Cerrito LLC<br>STIIIZY El Cerrito | 10770 San Pablo Ave<br>El Cerrito, CA 94530 | C10-0001085-LIC | 6/16/22 | 6/3/2023 | Retail |
| SGI Oxnard LLC<br>STIIIZY Oxnard | 2343 N Oxnard Blvd<br>Oxnard, CA 93036 | C10-0001084-LIC | 6/16/22 | 7/15/2023 | Retail |
| Authentic 510 LLC<br>STIIIZY Oakland | 2040 Telegraph Ave<br>Oakland, CA 94612 | C10-0001238-LIC | 3/15/23 | 9/30/2023 | Retail |
| Authentic El Centro LLC<br>STIIIZY El Centro | 3009 S Dogwood Rd<br>El Centro, CA 92243 | C10-0001107-LIC | 6/21/22 | 10/28/24 | Retail |
| Shryne Corona LLC<br>STIIIZY Corona | 1365 E 6th St<br>Corona, CA 92879 | C10-0001269-LIC | 4/26/23 | 11/18/2023 | Retail |

| | | | | | |
|---|---|---|---|---|---|
| Authentic Fresno Willow<br>STIIIZY Fresno | 6929 N Willow Ave, Ste 103-104<br>Fresno, CA 93710 | C10-0001305-LIC | 5/30/2023 | 5/11/2024 | Retail |
| STIIIZY North Hollywood | 6218-6228 Lankershim Blvd<br>North Hollywood, CA 91606 | C10-0001330-LIC | 6/22/2023 | 3/9/2024 | Retail |
| SGI Encinitas AP LLC STIIIZY Encinitas | 1030 N. Coast Highway 101<br>Encinitas, CA. 92024 | C10-0001435-LIC | 3/12/2024 | 5/11/24 | Retail |
| Shryne Paularino LLC STIIIZY South Coast | 675 Paularino Ave. Suite C-E<br>Costa Mesa, CA. 92626 | C10-0001368-LIC | 7/10/2023 | 10/5/24 | Retail |
| Nibble Easy LLC<br>STIIIZY San Bernardino | 1181 S E St.<br>San Bernardino, CA 92408 | C12-0000189 | 7/17/19 | 7/17/19 | Storefront Retail<br>Distributor<br>Manufacturing |
| Nibble 390H LLC<br>STIIIZY San Bernardino | 390 N H St.<br>San Bernardino, CA 92410 | C12-0000340 | 3/9/21 | 3/9/21 | Storefront Retail<br>Distributor<br>Manufacturing |
| Focus Group Enterprise LLC<br>STIIIZY Ferndale | 642 E9 Mile Rd. Ste 1B<br>Ferndale, MI 48220 | PC-000642<br>AU-R-00587 | 1/7/22 | 8/27/22 | Retail |
| Focus Group Enterprise LLC<br>STIIIZY Kalamazoo | 5305 Portage Rd,<br>Portage, MI 48220 | PC-000750<br>AU-R-000608 | 9/6/22 | 11/5/22 | Retail |
| Focus Group Enterprises LLC<br>STIIIZY Battle Creek | 859 Capital Ave SW,<br>Battle Creek, MI 49015 | PC-000824<br>AU-R-000809 | 11/19/22 | 11/19/22 | Retail |
| Shryne Indio LLC<br>STIIIZY Indo | 82900 Ave 42, Ste G103-106 Indio, CA 92203 | C10-0001495-LIC | 10/9/24 | 11/20/24 | Retail |
| Shryne Artesia LLC<br>STIIIZY Artesia | 11729 South St. Ste E. Artesia, CA 90701 | C10-0001507-LIC | 11/1/24 | 11/21/24 | Retail |

| | | | | | |
|---|---|---|---|---|---|
| Shryne Ventura LLC<br>STIIIZY Ventura | 1860 S Victoria Ave, Ventura, CA 93003 | C10-0001515-LIC | 11/15/24 | 12/3/24 | Retail |

Copies of the above licenses can be provided upon request and are also available at the DCC Website.[1]

The success of STIIIZY's 42 retail stores across California and Michigan reflect STIIIZY's rise as the preeminent cannabis dispensary operator in the State. In these highly competitive and highly regulated jurisdictions, STIIIZY retail stores are on pace in 2024 to have annual revenues in excess of $18M per store, which is more than 5 times the annual revenue of the average dispensary in California according to data from the California Department of Tax and Fee Administration.




[1] https://search.cannabis.ca.gov/

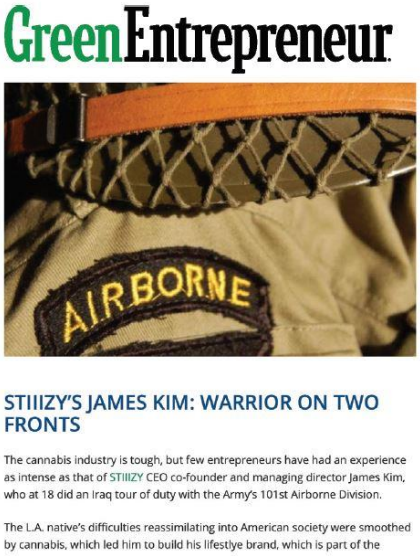
## LEADERSHIP

The STIIIZY Mission Trail extraordinary track record of success can be attributed to its leadership. The leaders of STIIIZY Mission Trail, James Kim and Tak Sato together who together have 20 years of experience in different aspects of the cannabis business which are essential to the success of the business. Together they have also built an invaluable team around them from within the cannabis industry and from other industries such as finance, legal, compliance, and beverages to build the number one cannabis retail company in California.



**James Kim, Co-Founder and Managing Director**

An army veteran, James discovered the benefits of cannabis 10 years ago after serving a 13-month tour in Iraq with the 101st Airborne Division. Having witnessed other fellow veterans becoming addicted to alcohol and opioids while battling PTSD from their deployment, James was determined to overcome his PTSD without becoming addicted to drugs or alcohol and to introduce others suffering from physical or mental trauma to the healing effects of cannabis. James devoted 6 months of his life to researching the benefits of cannabis after his tour ended and cannabis helped him safely overcome his PTSD. James went on to found Stiiizy – a cannabis vape pen, flower and pre-rolls, – cannabis-infused gummies, and other cannabis brands in 2016. Since then, these brands have developed an avid following in California and are sold in 80% of retail dispensaries across the state. At STIIIZY, James continues to build brand recognition and a loyal customer base with loyal fans lining up at our dispensary grand openings. No other cannabis retail store has its own product line which comes close to driving product loyalists to their retail stores quite like ours. James has also managed numerous dispensaries including Ironworks Collective, 1212 Broadway Medical Center Inc., and 10 Spot Collective in Santa Ana and learned every aspect of the cannabis retail business. James's unique knowledge of retail operations and product development puts him in a prime situation to understand how to maximize sales through curating products geared towards each store and its community. At STIIIZY Misson Trail, James will oversee and be responsible for implementing every aspect of the business from curating in-house products and third-party products, supervising the implementation of Standard Operating Procedures, staffing levels, etc. James is frequently featured on Forbes, Hollywood Reporter, and Green Market Report as an expert in cannabis retail branding.












**Tak Sato, President**

Tak Sato brings a wealth of experience in cannabis law and cannabis compliance to STIIIZY Mission Trail. As a graduate of Columbia Law School, Tak has over 11 years of experience advising companies on corporate governance and federal, state, and local in compliance. At Latham & Watkins and Morrison & Foerster, Tak advised businesses and government agencies on cannabis regulations and compliance. He is a seasoned veteran in incorporating appropriate corporate governance and controls into a cannabis business. Tak is considered a leading expert in cannabis industry best practices from a government and business perspective. Previously, Tak represented MedMen in obtaining the first ever antitrust HSR approval from the Department of Justice in a cannabis merger transaction. Tak has negotiated and executed over 20 development agreements with cities on behalf of STIIIZY and works closely with the operations team to ensure that all commitments made to cities at time of the issuance of the license are fulfilled.

## RESUMES

Resumes for leadership are found on the following pages.

STIIIZY
EST. 2017

JAMES KIM
JAMES@STIIIZY.COM

**Overview**
James Kim is the co-creator of STIIIZY, one of the most popular brands today in the country's state-regulated cannabis industry, and sold in multiple states. STIIIZY is consistently ranked among the top 10 best-selling cannabis brands in California, the world's largest legal cannabis market. Today STIIIZY is a vertically integrated cannabis holding company with an asset and license portfolio that spans the Golden State and employs hundreds of people.

**STIIIZY, Inc., Los Angeles, CA** — *CEO*
JULY 2019 - PRESENT

- Oversee STIIIZY's efforts to bring California cannabis brands to life for consumers as part of the executive leadership team.
- Lead the innovation and development of STIIIZY's advanced cannabis delivery systems across multiple brands.
- Guide the overall vision around architecture, art and design for STIIIZY's retail properties, including the flagship experiential retail STIIIZY store in Downtown Los Angeles.

**STIIIZY** — *Co-founder*
JULY 2017 - PRESENT

- Spearhead brand and marketing integration efforts for the award-winning STIIIZY brand.
- Facilitate STIIIZY's lifestyle and apparel partnerships.
- Oversee technology and innovation for the product development team.

**Kilo E-Liquids** — *CEO*
OCTOBER 2008 - PRESENT

- Co-founded internationally recognized, award-winning vaporizer brand.
- Led technology and innovation development efforts for Kilo's e-liquid delivery system devices.
- Developed the brand's vision, lifestyle and cultural marketing efforts.

**US Army** – *Specialist*
AUGUST 2006 - JANUARY 2010
Served in the 101st Airborne Division, including one tour in Iraq.

STIIIZY

# Tak Sato

3562 Kelton Avenue, Los Angeles, CA 90034 Tel: 310-488-5707 Email: taksato25@gmail.com

## EXPERIENCE

**STIIIZY Inc.**, Los Angeles, CA — September 2019- Present
*President*
Lead STIIIZY's retail expansion efforts throughout California and nationally. Obtained 20 cannabis retail licenses and a distribution license and obtained all entitlements in order to efficiently begin operations. Oversee real estate, compliance, entitlement and research divisions within the Development Department.

**MedMen**, Culver City, CA — March 2018 – August 2019
*Vice President of Acquisitions and Licensing*
Advise all business units on business, legal and compliance issues in connection with mergers, acquisitions, joint ventures, commercial transactions and litigation. Signed and closed 15 cannabis related transactions worth over $300 million. Head of Licensing Department which obtains cannabis licenses through a competitive process.

**Snell & Wilmer L.L.P.**, Los Angeles, CA — March 2015 – March 2018
*Corporate Associate*
Represent clients in mergers and acquisitions, joint ventures and various commercial transactions. Representative matters include representing:

- La Tavola, a high-end linen rental company, in its sale to the Frontenac Company.
- Quidel Corporation, a publicly traded manufacturer of diagnostic healthcare products, in its acquisition of InflammaDry and AdenoPlus businesses from RPS Diagnostics.
- Quidel Corporation in its acquisition of Immutopics, Inc., a bone health diagnostics company.
- HealthiestYou, a mobile patient engagement company, in its sale to Teladoc, Inc.

**Morrison & Foerster LLP**, Tokyo, Japan — May 2012 – September 2014
*Corporate Associate*
Represent clients in mergers and acquisitions, joint ventures and various commercial transactions. Representative matters include representing:

- The Carlyle Group in its acquisition of Walbro Engine Management, a manufacturer of small engine carburetors.
- Ajinomoto, a publicly traded Japanese food and chemical company, in its acquisition of Althea Technologies, a clinical drug process development and manufacturing services company.
- NTT Communications, a publicly traded information and communications technology company, in its acquisition of Solutionary Inc., a cloud network security services company.

**Latham & Watkins LLP**, Los Angeles, CA — May 2006 – April 2012
*Corporate Associate (August 2006 – March 2010)*
Represent clients in mergers and acquisition transactions, security offerings and various SEC filings. Representative matters include representing:

- Keystone Automotive Industries, a publicly traded distributor of specialty automotive equipment, in its sale to LKQ Corp.
- FTD Group, a publicly traded floral delivery service company, in its sale to United Online, Inc.
- Yucaipa Companies in its PIPE transaction with the Great Atlantic & Pacific Tea Company.

## EDUCATION

**Columbia University Law School**, New York, NY — J.D. 2006
*Honors*: Harlan Fiske Stone Scholar
*Activities*: Journal of Transnational Law

**U.C. Berkeley** — B.A. 2002
*Honors*: High Honors, Dean's List

STIIIZY

## FINANCIAL RESOURCES

See below from our FDIC insured bank East West Bank attesting to the $42,495,993 cash on hand we currently have with East West Bank. This will be more than sufficient to fund the start-up costs and to sustain operations in the city of Wildomar. As a subsidiary of a very profitable vertically integrated cannabis company, STIIIZY Mission Trail will not have to rely on debt or other third-party financing. The plan is to rely on gross profits to sustain operations and net profits for ongoing maintenance. Lastly, STIIIZY Inc. is prepared to provide funding assistance if the business requires extra capital, ensuring a strong foundation for success as it begins operation.

EAST WEST BANK

October 29, 2024

To whom it may concern:

Please find this letter to confirm the current balance for our client, Stiiizy Inc and its related accounts with East West Bank.

Current Balance: $42,495,933

If you have any questions or require further information, I may be reached by phone at: 408-568-1687 or by email Kathy.Huynh@eastwestbank.com

Warm Regards,

Kathy Huynh
VP, Portfolio Manager
East West Bank

# PROJECT DESCRIPTION

## TYPES OF PRODUCTS AND SERVICES

*Products to be Offered*

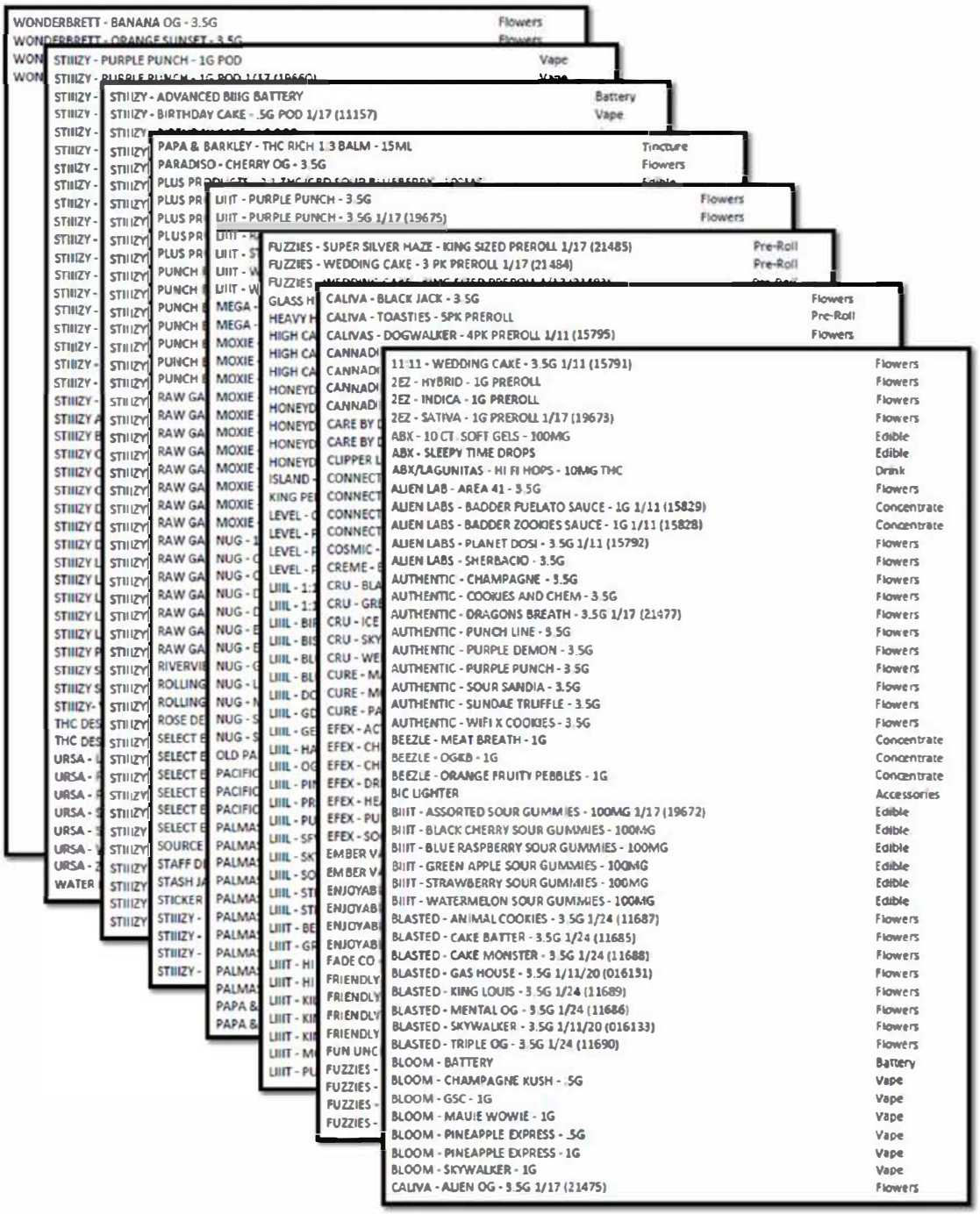
Customers at STIIIZY Mission Trail will be able to choose from over 800 SKUs and 12 different types of products, including flowers, oils, vapes, pre-rolls, topicals, and edibles. We are currently engaged with over 70 licensed California vendors to provide this type of variety to our customers. Additionally, our 15 in-house brands, including STIIIZY, Honeyleaf, and Authentic are the most popular brands in California. According to *Green State*, a cannabis focused publication under the *San Francisco Chronicle*, STIIIZY was named the best-selling brand for both vape and flower products in California in a May 2024 article.[2] Our products are currently carried at 90% of cannabis retail stores in California and many of our customers cite our vast selection of these in-house brands as one of the main reasons they continue to return to our stores.

| | |
|---|---|
| **Flower** | STIIIZY Mission Trails will carry a wide variety of cannabis strains from across California. STIIIZY Mission Trails's curated cannabis inventory will feature high-quality, laboratory-tested cannabis at all price points. THC content on cannabis will range from 10% to 35%. Cannabis flower varieties will include indica, sativa, and hybrid. Brands we will carry include our own popular STIIIZY brand as well as Alien Labs, Glass House Farms, Cannabis Artisanal Medicine (CAM) and many other reputable brands. |
| **Pre-Rolls** | A pre-roll is a pre-rolled cannabis joint. STIIIZY Mission Trails will carry pre-roll joints from a variety of licensed cultivators. THC content will range from 10% to 35%. Cannabis varieties will include indica, sativa, and hybrid. Brands include STIIIZY, Jeeters, Lowells, and Connected Cannabis. |
| **Concentrates** | STIIIZY STIIIZY Mission Trails plans to carry live resin, budder, sauce and crumble. Brands include STIIIZY, Raw Garden, and Blue River. |
| **Vapes** | Vaporizers—also known as vape pens—are devices used to heat cannabis for inhalation. Vaping devices heat dry cannabis flower or oil concentrate to a temperature below combustion, usually in the range of 180–200°C (356–392°F). The heat releases active compounds from the cannabis and turns them into a vapor that can be inhaled. THC content of vapes will range from 35% to 90%. Brands include STIIIZY, Raw Garden, Alien Labs and Blue River. |
| **Oil Cartridges or Pods** | An oil cartridges or pod is a pre-filled container of cannabis oil or concentrate designed for use with a vaporizer. Cartridges and pods come in multiple formats, from threaded cartridges that twist onto a battery to pods that magnetically snap into place. THC content of oil cartridges ranges from 35% to 90%. Brands include STIIIZY, Raw Garden, Sherbinskis and Connected Cannabis. |
| **Edibles** | Edibles are food infused with cannabinoids. Cannabis edibles come in many forms, including brownies, cookies, gummies, and mints. Any recipe that calls for butter or oil can be readily infused with cannabis. The body processes edible cannabis differently than inhaled cannabinoids. When cannabis is ingested, cannabinoids enter the bloodstream through the stomach and liver, which increases potency and delays the onset of effects. Cannabis edibles typically contain 5–10 milligrams of THC per serving, with a maximum of 100 milligrams of THC per edible cannabis good. Brands include STIIIZY, KIVA, and WYLD. |
| **Beverages** | Cannabis-infused beverages are ingested like edibles. Cannabis-infused beverages include seltzers, sodas, non-alcoholic "hoppy water," and other drinks. Cannabis-infused beverages contain 5–10 milligrams of THC. Brands include Lagunitas and Recess (Note that we will not sell cannabis infused alcoholic beverages). |
| **Topicals** | Topicals are cannabis-infused lotions, balms, and oils that are absorbed through the skin for localized relief of pain, soreness, and inflammation. Because they are non-intoxicating, topicals are often chosen by patients who want the therapeutic benefits of cannabis without the cerebral |

| | |
|---|---|
| | euphoria associated with other delivery methods. Brands include Papa & Barkley, Mary's Medicinal, and Apothecanna. |
| **Tinctures** | Tinctures contain a range of cannabinoids and are administered orally, sublingually, or in tandem with a beverage. Tinctures are often packaged in small glass bottles with droppers as caps for convenient dosing. They offer patients a method of consumption that does not require combustion or inhalation. Tinctures typically contain 100 milligrams of THC. Brands include Papa & Barkley, and Care By Design. |
| **Capsules** | Capsules are cannabis in pill form, typically used as a vehicle to administer medication through ingestion. Capsules can contain any form of cannabis and specific ratios of cannabinoids. Capsules often function as safer alternatives to vaping or smoking cannabis. Capsules typically range from 5 to 10 milligrams of THC. Brands include Papa & Barkley, Mary's Medicinal, Breez and ABX. |

**See below for the initial list of some of the 800+ SKUs we plan to carry at STIIIZY Mission Trails.**

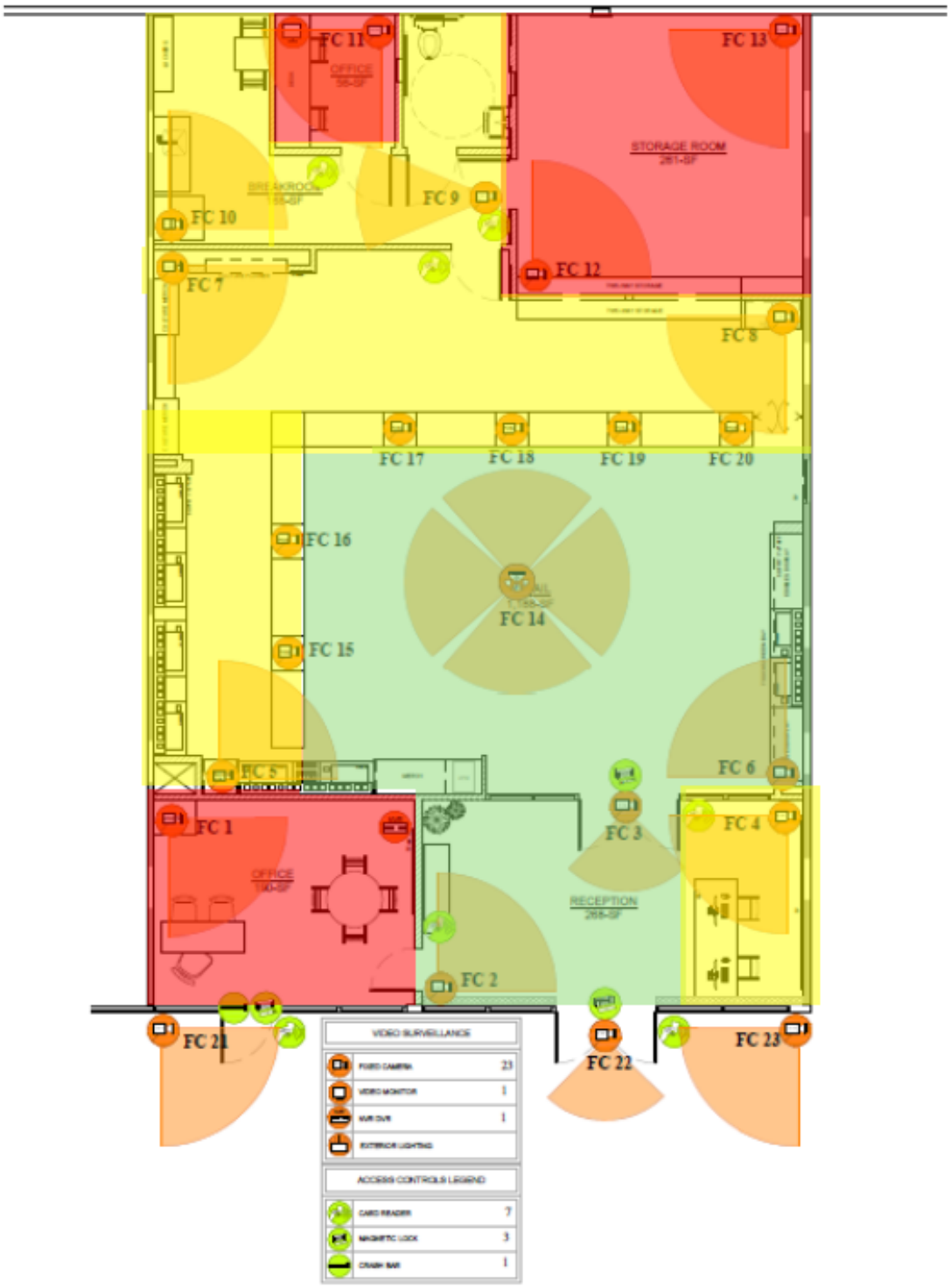
# STIIIZY


WONDERBRETT - BANANA OG - 3.5G Flowers
STIIIZY - PURPLE PUNCH - 1G POD Vape
STIIIZY - ADVANCED BIIIG BATTERY Battery
STIIIZY - BIRTHDAY CAKE - .5G POD 1/17 (11157) Vape
PAPA & BARKLEY - THC RICH 1:3 BALM - 15ML Tincture
PARADISO - CHERRY OG - 3.5G Flowers
IIIT - PURPLE PUNCH - 3.5G Flowers
IIIT - PURPLE PUNCH - 3.5G 1/17 (19675) Flowers
FUZZIES - SUPER SILVER HAZE - KING SIZED PREROLL 1/17 (21485) Pre-Roll
FUZZIES - WEDDING CAKE - 3 PK PREROLL 1/17 (21484) Pre-Roll
CALIVA - BLACK JACK - 3.5G Flowers
CALIVA - TOASTIES - 5PK PREROLL Pre-Roll
CALIVAS - DOGWALKER - 4PK PREROLL 1/11 (15795) Flowers
11:11 - WEDDING CAKE - 3.5G 1/11 (15791) Flowers
2EZ - HYBRID - 1G PREROLL Flowers
2EZ - INDICA - 1G PREROLL Flowers
2EZ - SATIVA - 1G PREROLL 1/17 (19673) Flowers
ABX - 10 CT SOFT GELS - 100MG Edible
ABX - SLEEPY TIME DROPS Edible
ABX/LAGUNITAS - HI FI HOPS - 10MG THC Drink
ALIEN LAB - AREA 41 - 3.5G Flowers
ALIEN LABS - BADDER FUELATO SAUCE - 1G 1/11 (15829) Concentrate
ALIEN LABS - BADDER ZOOKIES SAUCE - 1G 1/11 (15828) Concentrate
ALIEN LABS - PLANET DOSI - 3.5G 1/11 (15792) Flowers
ALIEN LABS - SHERBACIO - 3.5G Flowers
AUTHENTIC - CHAMPAGNE - 3.5G Flowers
AUTHENTIC - COOKIES AND CHEM - 3.5G Flowers
AUTHENTIC - DRAGONS BREATH - 3.5G 1/17 (21477) Flowers
AUTHENTIC - PUNCH LINE - 3.5G Flowers
AUTHENTIC - PURPLE DEMON - 3.5G Flowers
AUTHENTIC - PURPLE PUNCH - 3.5G Flowers
AUTHENTIC - SOUR SANDIA - 3.5G Flowers
AUTHENTIC - SUNDAE TRUFFLE - 3.5G Flowers
AUTHENTIC - WIFI X COOKIES - 3.5G Flowers
BEEZLE - MEAT BREATH - 1G Concentrate
BEEZLE - OGKB - 1G Concentrate
BEEZLE - ORANGE FRUITY PEBBLES - 1G Concentrate
BIC LIGHTER Accessories
BIIIT - ASSORTED SOUR GUMMIES - 100MG 1/17 (19672) Edible
BIIIT - BLACK CHERRY SOUR GUMMIES - 100MG Edible
BIIIT - BLUE RASPBERRY SOUR GUMMIES - 100MG Edible
BIIIT - GREEN APPLE SOUR GUMMIES - 100MG Edible
BIIIT - STRAWBERRY SOUR GUMMIES - 100MG Edible
BIIIT - WATERMELON SOUR GUMMIES - 100MG Edible
BLASTED - ANIMAL COOKIES - 3.5G 1/24 (11687) Flowers
BLASTED - CAKE BATTER - 3.5G 1/24 (11685) Flowers
BLASTED - CAKE MONSTER - 3.5G 1/24 (11688) Flowers
BLASTED - GAS HOUSE - 3.5G 1/11/20 (016131) Flowers
BLASTED - KING LOUIS - 3.5G 1/24 (11689) Flowers
BLASTED - MENTAL OG - 3.5G 1/24 (11686) Flowers
BLASTED - SKYWALKER - 3.5G 1/11/20 (016133) Flowers
BLASTED - TRIPLE OG - 3.5G 1/24 (11690) Flowers
BLOOM - BATTERY Battery
BLOOM - CHAMPAGNE KUSH - .5G Vape
BLOOM - GSC - 1G Vape
BLOOM - MAUIE WOWIE - 1G Vape
BLOOM - PINEAPPLE EXPRESS - .5G Vape
BLOOM - PINEAPPLE EXPRESS - 1G Vape
BLOOM - SKYWALKER - 1G Vape
CALIVA - ALIEN OG - 3.5G 1/17 (21475) Flowers

# STIIIZY

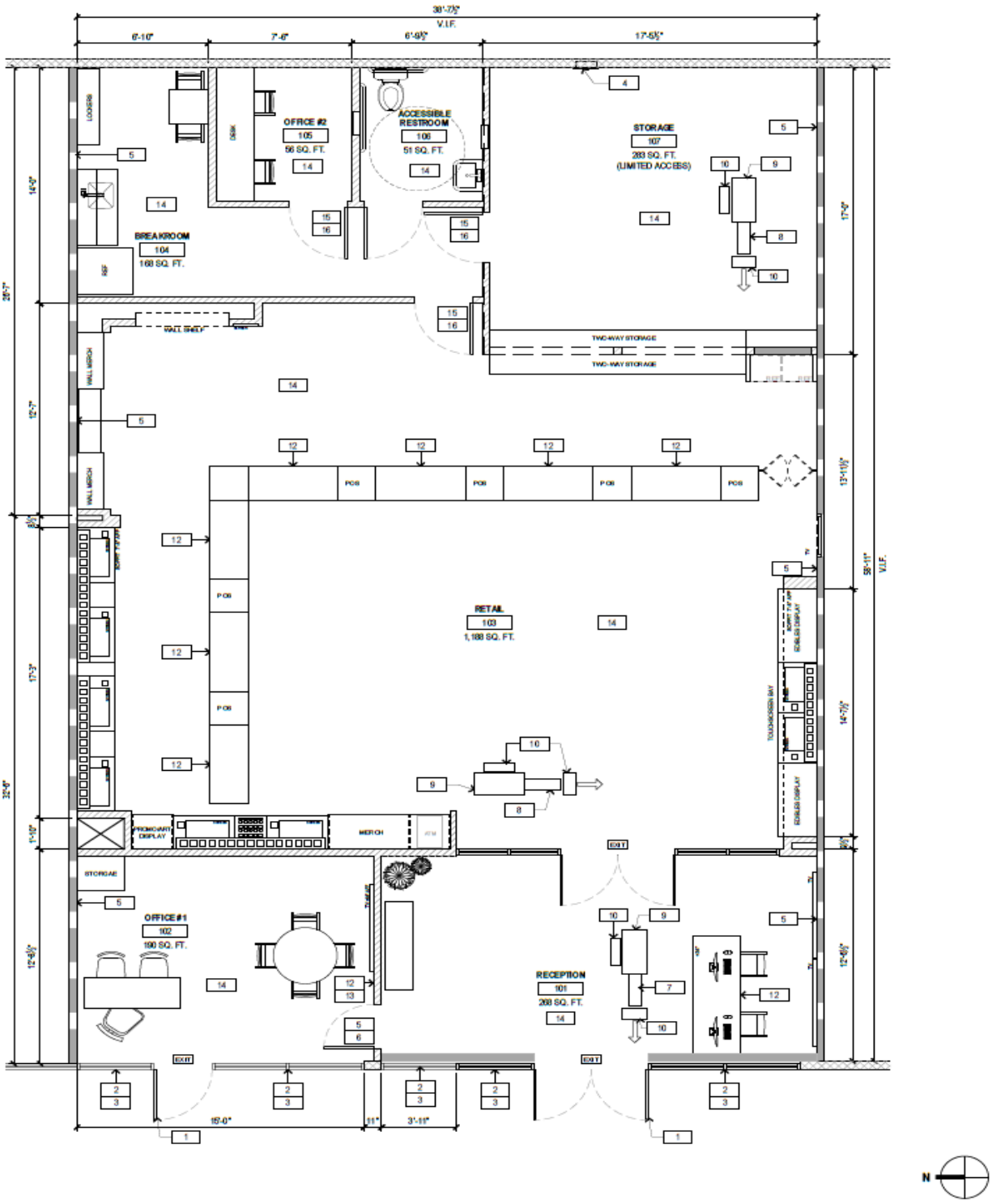
## FLOOR PLAN

The following is the floor plan intended for STIIIZY Mission Trail. The Green Overlay demonstrates where customers are allowed, the Yellow Overlay shows where Employees and Staff are allowed, and the Red Overlay shows restricted access to only Management.



# STIIIZY

The full-scale floor plan without shading and cameras below.



## DELIVERY PROCEDURES

Delivery Service

STIIIZY Mission Trail will provide a safe and discreet cannabis delivery service to its verified customers as a complement to its storefront operations. The convenience of STIIIZY Mission Trail's delivery service will enable those customers who are unable to travel to STIIIZY Mission Trail's retail premises to still obtain the high-quality cannabis products they desire. **STIIIZY Mission Trail 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**

Receiving Delivery Orders

Depending on customer preference, STIIIZY Mission Trail's customers will have the option to place delivery orders either by telephone or through STIIIZY Mission Trail's website. Regardless of the order method used, customers will be informed during the order process that their age and identity will be verified at the time of delivery and that order fulfillment is contingent upon their identity and age being confirmed.

Once a new delivery order is received, a Sales Associate will first confirm that the order complies with daily sales limits and can be legally processed. The Sales Associate will then check that all the desired inventory is in stock and that the order can be fulfilled in accordance with the customer's expectations. If any of the products requested in a delivery order are unavailable, the Sales Associate will use professional judgment to offer a suitable alternative to the customer. If all of the requested products are available, then the Sales Associate will process the order as requested by first documenting the customer's identifying information and checking the delivery address online to ensure that it is: (i) a physical address in California; (ii) not on publicly owned land or on land or in a building leased by a public agency; and (iii) not a school providing instruction in kindergarten or any grades 1 through 12, day care center, or youth center in accordance with 16 CCR § 5416.

**Delivery Order Processing**

As part of order fulfillment, a Sales Associate will prepare a Delivery Request Receipt that contains the following information:

(i) STIIIZY Mission Trail's name and address;

(ii) The first name and employee number of the employee who will deliver the order;
(iii) The first name and employee number of the employee who will have prepared the order for delivery;
(iv) The first name and STIIIZY Mission Trail-assigned customer number for the customer who placed the delivery order;
(v) The date and time of the delivery order;
(vi) The delivery address provided by the ordering customer;
(vii) A detailed description of all the requested cannabis goods, including their weight, volume, or another accurate measure of the amount; and
(viii) The total amount paid for the delivery, including any taxes, fees, the cost of the cannabis goods, and any other charges related to the delivery.

The same Delivery Request Receipt will later be updated by the Delivery Employee to include the date and time the order was delivered, as well as the ordering customer's signature confirming their receipt of the order. The Sales Associate will also record this information in the customer's profile in the point-of-sale system, so that cannabis goods sold by STIIIZY Mission Trail can be tracked in the event of a product recall.

All ordered cannabis goods will be gathered from inventory storage by the Inventory Manager and he or she will visually inspect each product to ensure that it is not expired, that the packaging is intact and unopened, and that the product labeling is intact and legible. The Inventory Manager will then provide the items to the Sales Associate. The Sales Associate will either scan or manually document each item into the POS system. The following information will also be entered directly into Track-and Trace in accordance with 16 CCR § 5049(b):

(i) Name and type of cannabis goods;
(ii) Unique Identifiers (UID) of cannabis goods;
(iii) Amount of cannabis goods, by weight or count;
(iv) Date and time of sale; and
(v) Any other information required by licensing authorities.

To conclude order documentation, the Sales Associate will then add the ordered products to the delivery driver's Delivery Inventory Ledger, which will include for each good the: (i) type; (ii) brand; (iii) retail value; (iv) UID; and (v) weight or volume. All delivery orders will then be placed into opaque exit packages and will be provided to the Delivery Employee with copies of the corresponding Delivery Request Receipts and the Delivery Inventory Ledger in accordance with 16 CCR § 5418(e) & (g).

**Delivery Vehicle Loading**

When delivery vehicles are loaded for delivery, it will take place in STIIIZY Mission Trail's loading area. As pursuant to 16 CCR § 5044(d)(1), the delivery area will be under 24-hour video surveillance. Cannabis goods will be loaded into the enclosed delivery vehicle by delivery employees, who will ensure that all cannabis goods are locked in a fully-enclosed box, container, or cage that is secured on the inside of the vehicle (but is not comprised of any part of the body of the vehicle) that is not visible to the public in accordance with 16 CCR § 5417(b). STIIIZY Mission Trail's Pre-Dispatch Checklist will be used by delivery employees to ensure that all of the following items are in their possession and functioning properly prior to departure:

- Delivery Inventory Ledger
- Delivery Request Receipt
- Delivery Stop Log
- Copy of Business license
- Driver's license
- Employee identification badge
- Age verification device
- Mobile telephone
- GPS device
- Sufficient fuel
- Alarm system
- Inventory containers and locks
- Vehicle operator's manual
- Spare tire and jack

**Completing a Delivery**

When a Delivery Employee arrives at a customer's delivery address, he or she will first attempt to contact the ordering customer by knocking on his or her door or ringing the doorbell. If the ordering customer does not respond after a reasonable time, the Delivery Employee will return to the delivery vehicle and will attempt to call the customer using the telephone number the customer provided with the order. If there is still no response within 10 minutes of the Delivery Employee's first attempt to contact the customer ordering, he or she will return to the dispensary with the customer's entire order. If there is a response, the Delivery Employee will ensure that he or she is communicating with the customer who placed the order by checking the customer's appropriate identification and will scan the identification with an age verification device to confirm that the identification is valid and that the customer is of legal age to purchase cannabis in compliance with 16 CCR § 5415(f). After the customer's identity

and age have been verified, the Delivery Employee will process payment and will physically transfer the cannabis goods to the customer. The customer will then sign the Delivery Request Receipt provided by the Delivery Employee and will be provided with a copy of the receipt as required in 16 CCR § 5420(b). The Delivery Employee will also retain a copy of the signed Delivery Request Receipt to provide to management, who will maintain the receipt in accordance with STIIIZY Mission Trail's record retention policy and applicable rules and regulations as stated in 16 CCR § 5420(b).

**Product Security During Transportation**

Product security during transportation is a priority to STIIIZY Mission Trail, as it reduces the likelihood of product diversion and underage access. As such, STIIIZY Mission Trail will enforce the following policies, among others, to ensure that products remain secure throughout the delivery process in compliance with 16 CCR § 5418 (a-d):

- Delivery Employees will not carry cannabis goods worth more than $5,000 at any time.
- Only authorized employees will be allowed in the delivery vehicle during a cannabis goods delivery.
- While carrying cannabis goods for delivery, Delivery Employees will only travel in an enclosed delivery vehicle and will ensure the cannabis goods are not visible to the public.
- Delivery vehicles will not have any marking on the exterior of the vehicle that may indicate the presence of cannabis inside the vehicle.
- Delivery Employees will not leave cannabis goods unattended in the delivery vehicle unless the vehicle is locked and the alarm system is active.
- A dedicated GPS device will be affixed to the inside of each delivery vehicle, enabling STIIIZY Mission Trail to identify each vehicle's location during delivery.

# NEIGHBORHOOD COMPATIBILITY PLAN

## OUTREACH AND FEEDBACK

To mitigate nuisances on an ongoing basis, Stiiizy Mission Trail has provided multiple channels for giving feedback. Stiiizy Mission Trail has appointed Daysi Garcia to be the Community Liaison and posts her contact information, including her telephone number, on the front door of the facility. Stiiizy Mission Trails provides its customers information on the social media platforms and the website for receiving community feedback and encourage customers to submit concerns to us through these platforms as well as directly contacting Daysi. Our aim is to make neighbors feel comfortable enough to approach STIIIZY with any feedback or concern. Stiiizy Mission Trail will expeditiously attend to complaints as detailed in its complaint procedure below. Stiiizy Mission Trail's intention is to mitigate, address, and resolve complaints without the need of city intervention.

Stiiizy Mission Trail will also mitigate nuisances through its relationship with the police and the fire department.

As we have at our other locations, Stiiizy Mission Trail will proactively cooperate with the Wildomar Police if they are investigating a crime which occurred near our facility which we may have video recordings or other pertinent information about. Stiiizy Mission Trail will provide all video footage as requested by the Wildomar Police regardless of whether the incident directly involves Stiiizy Mission Trail or its customers or employees.

## GOOD NEIGHBOR POLICY

The Stiiizy Mission Trail Good Neighbor Policy is posted at our store and available to our customers.

Residents living and working in the neighborhood have the right to enjoy a reasonable level of peace and quiet and our Good Neighbor Policy and complaint response procedures outlined above evidence our commitment to this belief.

STIIIZY's Good Neighbor Policy will dictate how customers should act on and around the premises. Displaying a courteous and respectful attitude always makes for better neighbor relations and a more positive experience for all community members. Disorderly conduct, public consumption of cannabis, rowdiness, loud music, or loitering is not consistent with STIIIZY's values. Those customers found in violation will not be permitted to return to the dispensary. STIIIZY's security and management will make sure customers adhere to the Good Neighbor Policy. STIIIZY will respond to complaints from neighbors when behavior occurs around the premises that is inconsistent with Good Neighbor Policy.

Please see the Good Neighbor Policy at the end of this section.

## NUISANCE MANAGEMENT

Stiiizy Mission Trail has implemented proactive measures to manage the most common nuisances of noise, light, odor, and loitering.

### NOISE

Stiiizy Mission Trail proactively manages noise at its premises. We understand that some dispensary operators are notorious for making noise. Sources of noise include loud music, broadcasted announcements, and unruly crowds gathered outside. Stiiizy Mission Trail has proactively addressed its operations to limit noise-generating activities.

Stiiizy Mission Trail ensures that sound is not detectable outside its premises. In accordance with WMC § 9.48.040, Stiiizy Mission Trail operations will not exceed 65 decibels when measured outside. Stiiizy Mission Trail has adopted

the following techniques to reduce sound. First, we will not utilize exterior speakers to broadcast music or to make announcements. Second, windows and doors are not left open during operating hours. Third, Stiiizy Mission Trail is built out with physical soundproofing as a courtesy to retail neighbors. Finally, security patrols the perimeter to verify noise is not detectable outside the premises.

## LIGHT

Stiiizy Mission Trail incorporates light into all aspects of its operation to provide literal transparency to its business, allowing customers and staff to see clearly exactly what goes on in and around the sales area. A well-lit space is also vital for customer security. At the same time, light can bother neighbors, especially at night. Stiiizy Mission Trail has taken great care to utilize lighting that facilitates safety without imposing such a burden.

Stiiizy Mission Trail will ensure its lighting is not excessive, obtrusive, or misdirected. Stiiizy Mission Trail will proactively manage light in the following ways. First, we will not illuminate its interior premises when it is closed for business. Lighting necessary for security operations is the only exception. Second, Stiiizy Mission Trail will utilize shielded lighting on the exterior of its premises. Shielded lighting ensures that light only travels downward on the premises, not upward and outward towards neighbors. In addition, the outdoor lighting's intensity is only what is reasonably necessary for security purposes.

These light-control measures and the fact that we do not have any residential neighbors will ensure that light from Stiiizy Mission Trail's premises does not intrude onto its neighbors' properties.

## ODOR

Cannabis odor can disrupt quality of life, lower property values, and may even exacerbate respiratory problems. Several factors contribute to cannabis odor, including but not limited to unqualified owners operating cannabis businesses, failure to install and maintain odor mitigation equipment, packaging cannabis goods on-site, and allowing on-site consumption. In order to preserve quality of life, Stiiizy Mission Trail proactively manages odors in several ways.

We will utilize one of the most comprehensive odor control programs in the industry. For example, Stiiizy Mission Trail has installed carbon filters on its premises to purify the air and employees regularly monitor the lifespan of and replace carbon filters as necessary to ensure the system is working properly. Stiiizy Mission Trail utilizes a negative air pressure system so that air is only disbursed out of the building after it has been cleaned by our carbon filtration system. Moreover, we will retain an environmental engineer to maintain its carbon filter system. In addition, Stiiizy Mission Trail only accepts and sells pre-packaged cannabis goods. It neither package cannabis goods on-site nor allows any consumption of cannabis goods on-site. The lack of raw packaging and consumption will substantially reduce odor-causing activities. Security monitors exterior odors while on patrol and employees document any instances of odor or odor complaints with the Odor Documentation Forms. Any neighbor complaints or instances of odor detected by security or employees will be immediately documented and remediated within 24 hours. If the odor cannot be remediated internally, engineers will be engaged within 24 hours to remediate the issue.

In short, STIIIZY Mission Trail's state of the art odor control system, its proactive protocols which requires employees to be vigilant about detecting odor, and our commitment to remediate any odor will ensure that odor does not negatively affect the neighborhood. To date, STIIIZY has not received a single complaint regarding odor associated with its stores.

## LOITERING

As mentioned in our security description, Stiiizy Mission Trail has at least 2 security guards at the premises during operating hours and at least 1 security guard at the premises during non-operational hours. This extra security guard conducts perimeter walks around the exterior of the store and the public areas within its immediate vicinity to prevent loitering, illegal consumption of cannabis and other illegal activities around the store. Customers who have completed their purchase are also encouraged to leave the premises and not loiter in the parking area. Stiiizy Mission Trail displays prominent, visible signage to deter visitors from loitering or consuming intoxicating substances, such as alcohol and cannabis, on or near its premises. Specifically, Stiiizy Mission Trail has posted "No Loitering, Public Drinking, or Public Smoking/Consumption of Cannabis" signs both within and outside of the premises.

## RESPONDING TO COMPLAINTS

Stiiizy Mission Trail takes complaints seriously. While we plan to take every measure to prevent any sources of complaints, if there are ever any complaints against Stiiizy Mission Trail, we will promptly and proactively resolve the matter. Stiiizy Mission Trail has adopted a comprehensive complaint resolution procedure. Stiiizy Mission Trail's complaint-resolution procedure will be as follows: (i) receive and record the complaint; (ii) investigate the complaint; (iii) record the result of the investigation and any resulting actions; (iv) follow up with and respond to the individual who made the complaint; and (v) use the information to improve existing procedures. STIIIZY has incorporated this model across all its locations with great success.

## RECEIVING THE COMPLAINT

Stiiizy Mission Trail will provide multiple channels for receiving complaints, including a telephone number, our Community Liaison's contact information, an email address, physical mail, personal visits, and social media platforms. Such contact information will be posted on the front door of the facility so that people can easily contact us with any issues as well as posted on our Stiiizy Mission Trail website. Stiiizy Mission Trail will train employees in active listening. Employees will respond to complaints in a professional and compassionate demeanor. They will communicate to the person registering the complaint that Stiiizy Mission Trail takes all complaints seriously. As soon as Stiiizy Mission Trail receives a complaint, it will promptly enter the complaint into the complaint log which is maintained for at least 7 years and also emailed to the General Manager and Co-managers. An investigation will commence immediately.

## INVESTIGATING THE COMPLAINT

The General Manager will be responsible for investigating all complaints. If the General Manager is unavailable, a Co-Manager will be equipped to obtain the appropriate information. Stiiizy Mission Trail will investigate complaints in a systematic fashion utilizing its Complaint Investigation Forms. Specific complaint investigation forms include noise, light, odor, and loitering. These forms require the General Manager or Co-Manager to request and record the following information during the complaint intake:

| Noise | Light | Odor | Loitering |
|---|---|---|---|
| The details include: Date, type, and intensity of the noise; where the complainant was located when they heard the noise; where on the premises the | The details include: Time the light was observed; Which fixture produced the nuisance light; | The details include: Time, defining characteristics, intensity, and frequency of the perceived odor event. Also record the | The details include: Date and location of the loitering incident; details on whether any illegal activity was taking place; the interactions between |

| | | | |
|---|---|---|---|
| complainant believed the noise was coming from. | Where the complainant was located when the light was observed. | direction of the wind, if relevant, at the time of the complaint. | the security guard and the loiterer. |

After receiving the basic information, the General Manager will investigate at the premises as soon as possible. The most important tools for investigating nuisance complaints involving light, odor, noise, or loitering are the General Manager's eyes, nose, and ears and listening very closely to the complainant. The General Manager will record their own perception of the intensity and character of the light, odor, noise, or loitering. The General Manager will also interview relevant employees about their perceptions. If necessary, the General Manager will review security footage relating to the incident to gather more information. While each complaint will require different investigation methods, the below methods are generally required to be followed during the investigation phase:

| Noise | Light | Odor | Loitering |
|---|---|---|---|
| The General Manager will verify that noise levels are below 65 decibels; noise from the premises cannot be heard outside; doors and windows remain closed; and crowds are not loitering outside the dispensary premises. | The General Manager will investigate light sources to ensure bulbs are the proper wattage; verify light shields are facing downward and working properly; and follow up with property management if the complaint relates to lights maintained by the property owner. | The General Manager will investigate whether carbon filters are working properly and need to be changed; verify all windows and doors are appropriately sealed and maintenance logs are up to date; inspect the HVAC system to ensure it is expelling air correctly; and, if necessary, call an environmental engineer for support. | The General Manager will discuss with the security guard or the employee who witnessed the loitering, review exterior camera footage to analyze the loitering and implement strategies to prevent similar incidents in the future. |

Once the cause of the complaint is identified, Stiiizy Mission Trail will take immediate action to rectify the situation and halt the condition relating to the complaint.

## RECORDING THE RESULTS

The General Manager will document the conclusion of their investigation and recommendations of corrective actions. In addition, Stiiizy Mission Trail will record any corrective action taken in response to the complaint in its complaint log. Stiiizy Mission Trail will maintain a file of all complaints and outcomes in the course of its recordkeeping. The documentation will be clear enough that anybody reviewing the records can determine that a clear, well-reasoned, and diligent effort to resolve the complaint was undertaken. Records relating to complaints will be maintained for at least seven years.

## FOLLOWING UP WITH COMPLAINANT

The General Manager will notify the complainant of the outcome of the investigation. If the complaint cannot be corroborated, the General Manager will notify the complainant the complaint was investigated and that no definite source was found. The General Manager will encourage the complainant to notify Stiiizy Mission Trail in the future if they observe unacceptable light, noise, odor, or loitering. The General Manger will also emphasize that notification should be made as soon as possible to enable Stiiizy Mission Trail to investigate and resolve the problem. At no point will any employee of Stiiizy Mission Trail downplay or trivialize the complaint even if the source of the complaint cannot be verified.

## TAKING CORRECTIVE ACTION

If a complaint is substantiated, Stiiizy Mission Trail will implement a corrective action plan to ensure the conduct does not occur again. Corrective action may include, but is not limited to, revising policies and procedures, fixing lighting, HVAC or other equipment, training and retraining staff, and utilizing third-party experts.

## PREMISES MANAGEMENT

Stiiizy Mission Trail's policies and procedures will provide for the restoration of any area defaced by graffiti either by painting over the area with a color matching the original design scheme or by removing the graffiti within 24 hours of an occurrence. Security guards and employees routinely check for graffiti and report any instances discovered to management, who will arrange for prompt repainting or removal. If Stiiizy Mission Trail is ever unable to restore a defaced exterior area through repainting or cleaning, management will promptly contact the City of Wildomar to arrange for graffiti removal and any necessary exterior repairs or restoration.

STIIIZY has invested considerable efforts in maintaining good relations with its neighbors, community, and local law enforcement and is committed to retaining its excellent reputation. For this reason, and to ensure maximum premises control and operational efficiency, routines have been established to ensure consistent and ongoing patrol of the premises, to monitor patrons' use of the facility, and to deter any unauthorized visitors from presenting a nuisance to Stiiizy Mission Trail's neighbors.

All Stiiizy Mission Trail staff are responsible for the internal and external appearance of its business, both in terms of physical presentation and brand image. As noted in the opening and closing procedures, staff ensure that litter around the premises is picked up at the beginning and end of each day. Stiiizy Mission Trail employees also sweep the area immediately in front of the storefront. Stiiizy Mission Trail utilizes property management to ensure the interior and exterior is cleaned daily. Stiiizy Mission Trail takes pride in its professional reputation and in retaining the enduring goodwill of neighboring tenants and property owners.

STIIIZY

# GOOD NEIGHBOR POLICY

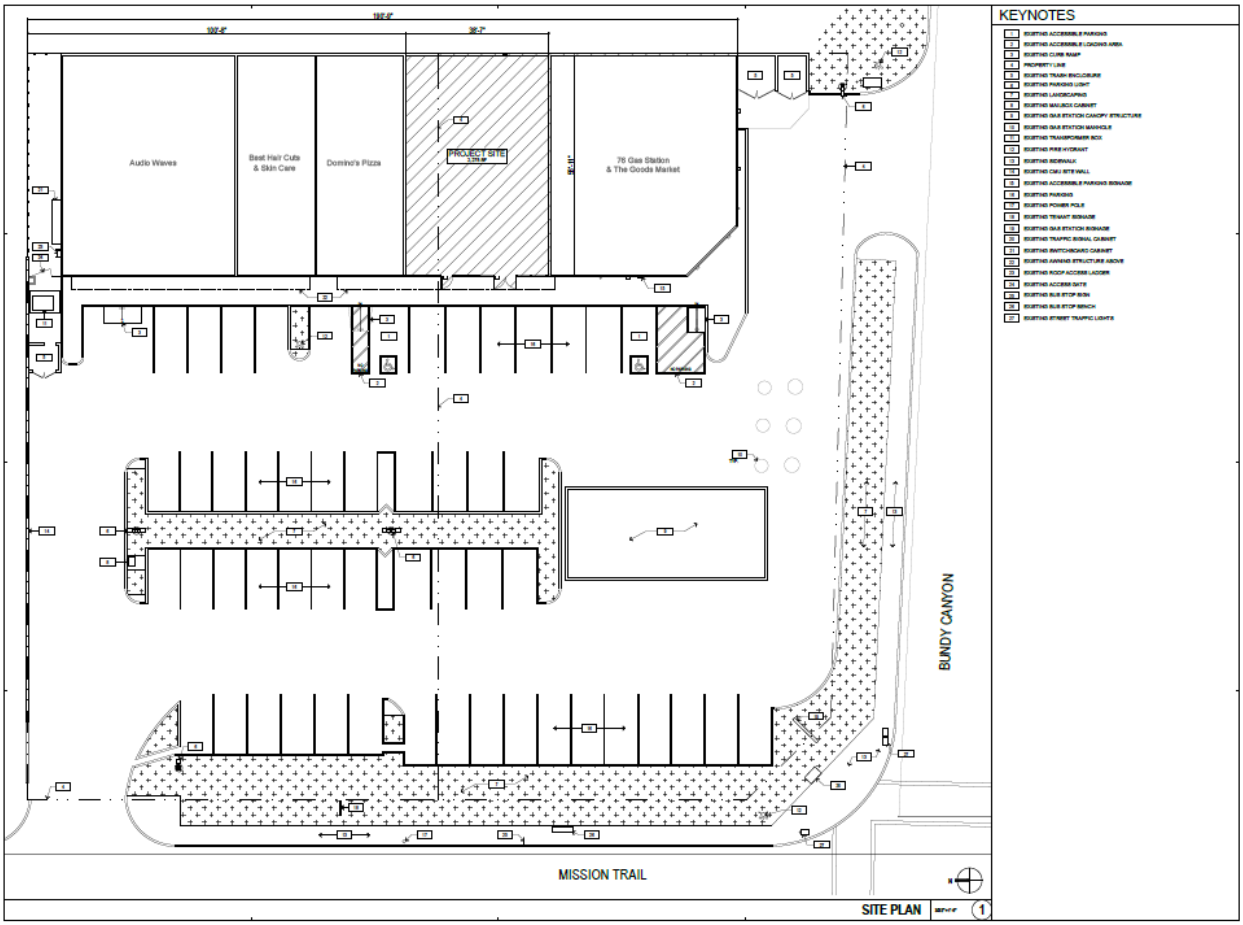
1. Appoint a Community Outreach Director, whose name and phone number will be posted at the entryway of the facility and mailed or hand-delivered to businesses within a two-block radius. The Community Outreach Director, or an employee designated by the Community Outreach Director, will make reasonable efforts to proactively establish relationships with law enforcement and all neighbors so that they will have a point of contact within the organization they can reach at any time should questions, comments, concerns or problems arise. The Community Outreach Director will maintain a log of all complaints and suggestions from neighbors, and all complaints will be addressed in a timely manner.
2. At no time shall any of the following items be allowed on the Facility premise: (i) any controlled substance, other than cannabis; (ii) any paraphernalia used for the ingestion of any type of controlled substance, except for cannabis accessories for incidental retail sale to customers; (iii) alcoholic beverages; or (iv) firearms, except in strict compliance with federal, State, and County laws.
3. Ensure that all cannabis goods sold by STIIIZY Mission Trail are produced and transported by State licensed facilities in full conformance with the State and local regulations.
4. Not sell alcoholic beverages or tobacco at the Facility.
5. Prohibit the smoking, vaporization, ingestion, or consumption of alcohol, tobacco, or cannabis in any form at or within Facility. No employee shall be under the influence of alcohol or drugs (including cannabis) while on the premises.
6. Not distribute any form of advertising for physician recommendations for cannabis.
7. Provide outside lighting in a manner that illuminates the outside street and sidewalk areas and adjacent parking as appropriate, in accordance with Wildomar regulations.
8. In accordance with the Air Quality and Odor Control Plan detailed within our proposal, provide adequate and appropriate ventilation to prevent any significant noxious or offensive odors from escaping the premises.
9. Patrol the surrounding area to identify and immediately address any problems, including, but not limited to, noise, odor, cannabis consumption, and litter as well as maintain the premises, adjacent sidewalk and/or alley in a good, clean condition at all times. Any and all graffiti will be identified and promptly removed from the property and parking lots.
10. Prohibit patrons from double-parking around the premises.
11. Prohibit loitering in or around the premises.
12. Prohibit littering in or around the premises.
13. Prohibit the consumption of cannabis products in and around the premises.
14. Post notices on the premises that:
    a. Direct patrons to leave the establishment and neighborhood peaceful and in an orderly fashion.
    b. Direct patrons to not litter or block driveways.
    c. Advise individuals of the prohibition on loitering.
    d. Advise individuals that smoking of cannabis is prohibited in public places.
15. Ensure notices are clear, well-lit, prominently displayed and maintained at all public entrances to and exits from the establishment.
16. Secure the premises within 50 feet of any public entrance and exit.
17. Ensure the Facility shall be continuously maintained in a safe, clean, and orderly condition with twice daily litter pick-up within 100 feet of the premises. Such litter pick-up shall include inspections for graffiti, which shall be removed within 24 hours of detection.

# PARKING ANALYSIS

STIIIZY

## Project Information

The proposed cannabis dispensary is located at 33980 Mission Trail, Suite A and B, in the City of Wildomar. The proposed business hours are 8:00 am to 9:45 pm daily. Our subject suite is approximately 2,500 square feet and is currently vacant. The proposed site provides a total of 52 parking spaces, including 3 accessible parking spaces. The site plan is shown in **Exhibit 1.**




## Parking Analysis Plan

According to the City of Wildomar's Municipal Code (Section 17.188.03), the parking requirement for general retail, including neighborhood, community, and regional shopping centers is 5½ parking spaces per 1,000 square feet net leasable floor area.

The combined square footage of all suites at the proposed location is approximately 10,441 square feet. For our proposed suite, which is approximately 2,500 square feet, we are allocated 13.75 or 14 parking spaces based on 5 ½ parking spaces per 1,000 square feet net leasable floor area.

## Summary

Parking for the proposed cannabis retail can be sufficiently accommodated by the existing parking capacity at the shopping center. No overflow onto adjacent roadways is expected. The site adequately provides 3 accessible spaces among a total of 52 parking spaces, meeting the ADA requirement set forth by the Americans with Disability Act of 1990.

# PRELIMINARY TITLE REPORT

PROVIDENT TITLE COMPANY
6345 BALBOA BLVD., BLDG. #4, STE. 285
ENCINO, CA 91316
PHONE NO. (800) 794-8094

MIDWEST TITLE LLC
1700 W BIG BEAVER ROAD, SUITE 350
TROY, MI 48084

TITLE OFFICER: RON BAUTISTA
E-MAIL: TITLEUNIT50@PROVIDENTTITLE.COM
ORDER NO.: 50071408

ATTN: DAVID NYKANEN

YOUR REFERENCE NO: 33980 MISSION TR

PROPERTY ADDRESS: 33980 MISSION TRAIL, WILDOMAR, CALIFORNIA 92595

## PRELIMINARY REPORT

DATED AS OF NOVEMBER 27, 2024 AT 7:30 A.M.

PROVIDENT TITLE COMPANY, HEREBY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED AS OF THE DATE HEREOF, A FIRST AMERICAN TITLE INSURANCE COMPANY POLICY OR POLICIES OF TITLE INSURANCE DESCRIBING THE LAND AND THE ESTATE OR INTEREST THEREIN HEREINAFTER SET FORTH, INSURING AGAINST LOSS WHICH MAY BE SUSTAINED BY REASON OF ANY DEFECT, LIEN OR ENCUMBRANCE NOT SHOWN OR REFERRED TO AS AN EXCEPTION IN SCHEDULE B OR NOT EXCLUDED FROM COVERAGE PURSUANT TO THE PRINTED SCHEDULES, CONDITIONS AND STIPULATIONS OF SAID POLICY FORMS.

THE PRINTED EXCEPTIONS AND EXCLUSION FROM THE COVERAGE OF SAID POLICY OR POLICIES ARE SET FORTH IN EXHIBIT B ATTACHED. COPIES OF THE POLICY FORMS SHOULD BE READ. THEY ARE AVAILABLE FROM THE OFFICE WHICH ISSUED THIS REPORT.
*PLEASE READ THE EXCEPTIONS SHOWN OR REFERRED TO BELOW AND THE EXCEPTIONS AND EXCLUSIONS SET FORTH IN SCHEDULE B OF THIS REPORT CAREFULLY. THE EXCEPTIONS AND EXCLUSIONS ARE MEANT TO PROVIDE YOU WITH NOTICE OF MATTERS WHICH ARE NOT COVERED UNDER THE TERMS OF THE TITLE INSURANCE POLICY AND SHOULD BE CAREFULLY CONSIDERED.*

*IT IS IMPORTANT TO NOTE THAT THIS PRELIMINARY REPORT IS NOT A WRITTEN REPRESENTATION AS TO THE CONDITION OF TITLE AND MAY NOT LIST ALL LIENS, DEFECTS, AND ENCUMBRANCES AFFECTING TITLE TO THE LAND.*

**THIS PRELIMINARY REPORT IS NOT TO BE CONSTRUED IN ANY MANNER AS AN ISSUANCE OF TITLE INSURANCE. APART FROM NOTIFICATION (INFORMATIONAL PURPOSES) IT DOES NOT OBLIGATE PROVIDENT TITLE COMPANY TO PROVIDE ANY INSURANCE OR PROTECTION OF TITLE MATTERS TO ANY PARTY WHICH, WITHOUT LIMITATIONS, INCLUDES THE RECIPIENT. ISSUANCE OF THIS PRELIMINARY REPORT DOES NOT GRANT ANY RIGHTS, REMEDIES OR PROTECTION TO ANY PARTY UNLESS PROVIDENT TITLE COMPANY ISSUES A FORMAL TITLE INSURANCE POLICY. PROVIDENT TITLE COMPANY IS RELEASED FROM ANY CLAIMS FOR RELIANCE, ESTOPPEL OR ANY OTHER CAUSES OF ACTION BY ANY PARTY UTILIZING THIS PRELIMINARY REPORT IN ANY TRANSACTION WHICH DOES NOT INCLUDE FINAL AND FORMAL TITLE INSURANCE ISSUED BY PROVIDENT TITLE COMPANY OR ANY OF ITS UNDERWRITERS.**

THIS REPORT (AND ANY SUPPLEMENTS OR AMENDMENTS HERETO) IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OF TITLE INSURANCE AND NO LIABILITY IS ASSUMED HEREBY. IF IT IS DESIRED THAT LIABILITY BE ASSUMED PRIOR TO THE ISSUANCE OF A POLICY OF TITLE INSURANCE, A BINDER OR COMMITMENT SHOULD BE REQUESTED.

RON BAUTISTA
TITLE OFFICER

THE FORM OF POLICY OF TITLE INSURANCE CONTEMPLATED BY THIS REPORT IS:

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY (1990)
AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (2021)

ISSUED BY PROVIDENT TITLE COMPANY AS AGENT FOR:
FIRST AMERICAN TITLE INSURANCE COMPANY

## SCHEDULE A

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

   A FEE

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

   EDWIN E. MANSKE AND JANICE LEE MANSKE, AS TRUSTEES OF THE MANSKE REVOCABLE TRUST DATED NOVEMBER 2, 1992

3. THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCELS 1 AND 2 OF PARCEL MAP NO. 5335, IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP ON FILE IN BOOK 10, PAGE 39 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS.

EXCEPT THE INTEREST AS CONDEMNED BY FINAL ORDER OF CONDEMNATION RECORDED MARCH 20, 1996 AS INSTRUMENT NO. 098502 OFFICIAL RECORDS.

A CERTIFICATE OF MERGER WAS RECORDED SEPTEMBER 23, 1988, AS INSTRUMENT NO. 276585, OFFICIAL RECORDS

ASSESSOR'S PARCEL NUMBER: 366-160-070

## SCHEDULE B

AT THE DATE HEREOF EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM DESIGNATED ON THE FACE PAGE OF THIS REPORT WOULD BE AS FOLLOWS:

A. PROPERTY TAXES, INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 2024-2025.

| | |
|---|---|
| 1ST INSTALLMENT: | $6,745.66 OPEN |
| DELINQUENT DATE: | DECEMBER 10, 2024 |
| PENALTY: | $674.56 |
| 2ND INSTALLMENT: | $ 6,745.66 OPEN |
| DELINQUENT DATE: | APRIL 10, 2025 |
| PENALTY: | $712.62 |
| CODE NO.: | 025-068 |
| TAX PARCEL NO.: | 366-160-070 |

B. SUPPLEMENTAL ASSESSMENTS OF PROPERTY TAXES, IF ANY, MADE PURSUANT TO THE PROVISIONS OF PART 0.5, CHAPTER 3.5 (COMMENCING WITH SECTION 75) OF THE CALIFORNIA REVENUE AND TAXATION CODE AS A RESULT OF THE TRANSFER OF TITLE TO THE VESTEE NAMED IN SCHEDULE A.

SUPPLEMENTAL OR ESCAPED ASSESSMENTS OF PROPERTY TAXES, IF ANY, MADE PURSUANT TO PART 0.5, CHAPTER 3.5 OR PART 2, CHAPTER 3, ARTICLES 3 AND 4, RESPECTIVELY, OF THE CALIFORNIA REVENUE AND TAXATION CODE AS A RESULT OF CHANGES IN OWNERSHIP OR NEW CONSTRUCTION OCCURRING PRIOR TO DATE OF POLICY.

ASSESSMENTS, IF ANY, FOR COMMUNITY FACILITY DISTRICTS AFFECTING SAID LAND WHICH MAY EXIST BY VIRTUE OF ASSESSMENT MAPS OR NOTICES FILED BY SAID DISTRICTS.

**NOTE: THE MAP ATTACHED HERETO IS NEITHER A PLAT NOR A SURVEY, IT IS FURNISHED AS A CONVENIENCE TO LOCATE THE LAND INDICATED HEREON WITH REFERENCE TO STREETS AND OTHER LAND. NO LIABILITY IS ASSUMED BY REASON OF RELIANCE HEREIN.**

1. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.

2. ANY AND ALL OFFERS OF DEDICATION, CONDITIONS, RESTRICTIONS, EASEMENTS, FENCE LINE/BOUNDARY DISCREPANCIES, NOTES AND/OR PROVISIONS SHOWN OR DISCLOSED BY THE FILED OR RECORDED MAP REFERRED TO IN THE LEGAL DESCRIPTION.

3. THE EFFECT OF A DECLARATION OF OWNERSHIP OF EXCESS WATER RIGHTS BY THE SOUTH ELSINORE MUTUAL WATER COMPANY, AS SHOWN BY THAT CERTAIN DECLARATION DATED JUNE 18, 1934, AND RECORDED JUNE 20, 1934, IN **BOOK 176, PAGE 293**, OF OFFICIAL RECORDS, WHEREIN SAID WATER COMPANY DECLARES ITSELF TO BE THE OWNER OF 600 MINERS INCHES CONSTANT FLOW OF UNDERGROUND WATER SUPPLY UNDERLYING THE PROPERRTY HEREIN DESCRIBED AND OTHER PROPERTY. SAID DECLARATION OF OWNERSHIP OF UNDERGROUND WATER RIGHTS BEING SUBJECT TO THE RIGHT OF OWNERS OF OVERLYING LANDS TO SINK WELLS, DEVELOP AND USE WATER THEREFROM TO THE EXTENT THAT THE USE OF SAID WATER MAY BE NECESSARY FOR SAID OWNERS OF SAID OVERLYING LANDS.

4. THE FACT THAT THE OWNERSHIP OF SAID LAND DOES NOT INCLUDE RIGHTS OF ACCESS TO OR FROM THE STREET OR HIGHWAY ABUTTING SAID LAND, SUCH RIGHTS HAVING BEEN RELINQUISHED BY THE MAP OF SAID **TRACT**.
   AFFECTS: WEST LINE AND SOUTH LINE EXCEPT FOR ONE 30 FOOT OPENING ON THE SOUTH LINE

   SAID LAND HOWEVER, ABUTS UPON A PUBLIC THOROUGHFARE OTHER THAN REFERRED TO ABOVE OVER WHICH RIGHTS OF VEHICULAR INGRESS AND EGRESS HAVE NOT BEEN RELINQUISHED.

5. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT
   PURPOSE: PUBLIC UTILITIES
   AFFECTS: THE NORTHERLY 9 FEET OF THE WESTERLY 140 FEET OF PARCEL 1
   RECORDED: **FEBRUARY 24, 1989, AS INSTRUMENT NO. 057920**, OFFICIAL RECORDS

6. THE FACT THAT SAID LAND IS INCLUDED WITHIN A PROJECT AREA OF THE REDEVELOPMENT AGENCY SHOWN BELOW, AND THAT PROCEEDINGS FOR THE REDEVELOPMENT OF SAID PROJECT HAVE BEEN INSTITUTED UNDER THE REDEVELOPMENT LAW (SUCH REDEVELOPMENT PLAN) AS DISCLOSED BY A DOCUMENT,
   RECORDED: **AUGUST 5, 1999 AS INSTRUMENT NO. 351785** OFFICIAL RECORDS
   REDEVELOPMENT AGENCY: LAKELAND VILLAGE/WILDOMAR SUB-AREA

7. AN UNRECORDED LEASE WITH CERTAIN TERMS, COVENANTS, CONDITIONS, AND PROVISIONS AS SET FORTH THEREIN, AS DISCLOSED BY INSPECTION AND/OR INVESTIGATION.
   LESSEE: 33982 - CIRCLE K/76 GAS
   33982A/B - LAKE ELSINORE VIDEO
   C - DOMINO'S PIZZA
   D - THE CALIFORNIA
   E/F – VACANT

8. ANY INTEREST IN SAID LAND, OF THE PARTY NAMED BELOW, AS DISCLOSED BY A NOTICE OF NON-RESPONSIBILITY.
   DATED: NOTICE
   EXECUTED BY: MANSKE REVOLABLE TRUST
   RECORDED: **JULY 31, 2001 AS INSTRUMENT NO. 2001-357785** OFFICIAL RECORDS
   PARTY NAMED: JOSE MANUEL VELAZQUEZ
   PURPORTED INTEREST: LESSEE

9. ANY INTEREST IN SAID LAND, OF THE PARTY NAMED BELOW, AS DISCLOSED BY A NOTICE OF NON-RESPONSIBILITY.
   DATED: NOTICE OF NON-RESPONSIBILITY
   EXECUTED BY: THE MANSKE REVOCABLE TRUST DATED 11-02-1992
   RECORDED: **SEPTEMBER 02, 2015 AS INSTRUMENT NO. 2015-0392796**
   PARTY NAMED: RAJA SYRIANI
   PURPORTED INTEREST: LESSEE

10. ANY INTEREST IN SAID LAND, OF THE PARTY NAMED BELOW, AS DISCLOSED BY A NOTICE OF NON-RESPONSIBILITY.

| | |
|---|---|
| DATED: | NOTICE OF NON-RESPONSIBILITY |
| EXECUTED BY: | THE MANSKE REVOCABLE TRUST DATED 11-02-1992 |
| RECORDED: | **SEPTEMBER 08, 2021 AS INSTRUMENT NO. 2021-0534748** |
| PARTY NAMED: | MACY NEWELL & TOMMY NHAN LE (CULTURE HOLDINGS OF WILDOMAR) |
| PURPORTED INTEREST: | LESSEE |

**11. OUR EXAMINATION OF RECORD TITLE TO THE HEREIN DESCRIBED LAND DOES NOT DISCLOSE ANY EXISTING LOANS. WE THEREFORE REQUEST A COPY OF THE OWNERS DISCLOSURE STATEMENT WITH REFERENCE TO EXISTING ENCUMBRANCES TO RECONFIRM OUR FINDINGS.**

12. ANY INVALIDITY OR DEFECT IN THE TITLE OF THE VESTEES IN THE EVENT THAT THE TRUST REFERRED TO IN THE VESTING PORTION OF SCHEDULE A IS INVALID OR FAILS TO GRANT SUFFICIENT POWERS TO THE TRUSTEE(S) OR IN THE EVENT THERE IS A LACK OF COMPLIANCE WITH THE TERMS AND PROVISIONS OF THE TRUST INSTRUMENT.

13. ANY RIGHTS OF THE PARTIES IN POSSESSION OF SAID LAND, BASED ON AN UNRECORDED AGREEMENT, CONTRACT OR LEASE, AS DISCLOSED BY INSPECTION AND INVESTIGATION.

    THIS COMPANY WILL REQUIRE THAT A FULL COPY OF ANY UNRECORDED AGREEMENT, CONTRACT OR LEASE BE SUBMITTED TO US, TOGETHER WITH ALL SUPPLEMENTS, ASSIGNMENTS AND AMENDMENTS, BEFORE ISSUING ANY POLICY OF TITLE INSURANCE.

**END OF SCHEDULE B**

# NOTES AND REQUIREMENTS

## FOR OUR WIRING INSTRUCTIONS PLEASE CONTACT THE TITLE UNIT

**SPECIAL NOTE**: THE POLICY TO BE ISSUED MAY CONTAIN AN ARBITRATION CLAUSE. WHEN THE AMOUNT OF INSURANCE IS LESS THAT THE AMOUNT, IF ANY SET FORTH IN THE ARBITRATION CLAUSE, ALL ARBITRABLE MATTERS SHALL BE ARBITRATED AT THE OPTION OF EITHER THE COMPANY OR THE INSURED AS THE EXCLUSIVE REMEDY BY THE PARTIES.

**SPECIAL NOTE**: IF A COUNTY RECORDER, TITLE INSURANCE COMPANY, ESCROW COMPANY, REAL ESTATE BROKER, REAL ESTATE AGENT OR ASSOCIATION PROVIDES A COPY OF A DECLARATION, GOVERNING DOCUMENT OR DEED TO ANY PERSON, CALIFORNIA LAW REQUIRES THAT THE DOCUMENT PROVIDED SHALL INCLUDE A STATEMENT REGARDING ANY UNLAWFUL RESTRICTIONS. SAID STATEMENT IS TO BE IN AT LEAST 14-POINT BOLD FACER TYPE AND MAY BE STAMPED ON THE FIRST PAGE OF ANY DOCUMENT PROVIDED OR INCLUDED AS A COVER PAGE ATTACHED TO THE REQUESTED DOCUMENT. SHOULD A PARTY TO THIS TRANSACTION REQUEST A COPY OF ANY DOCUMENT REPORTED HEREIN THAT FITS THIS CATEGORY, THE STATEMENT IS TO BE INCLUDED IN THE MANNER DESCRIBED.

**SPECIAL NOTE:** CALIFORNIA REVENUE AND TAXATION CODE SECTION 18662, EFFECTIVE JANUARY 1, 1994 AND BY AMENDMENT EFFECTIVE JANUARY 1, 2003, PROVIDES THAT THE SELLER IN ALL SALES OF CALIFORNIA REAL ESTATE MAY BE REQUIRED TO WITHHOLD 3 AND 1/3$^{RD}$ % OF THE TOTAL SALES PRICE A CALIFORNIA STATE INCOME TAX, SUBJECT TO THE VARIOUS PROVISIONS OF THE LAW AS THEREIN CONTAINED.

**SPECIAL NOTE:** UNLESS OTHERWISE DIRECTED IN WRITING, PROVIDENT TITLE COMPANY AUTOMATICALLY ISSUES **THE ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (2-03-10)** ON ALL QUALIFIED RESIDENTIAL PROPERTY SALE TRANSACTIONS.

**SPECIAL NOTE:** THE ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (1-1-08) CONTAINS EXCEPTIONS AS TO OFF RECORD MATTERS IN ADDITION TO SPECIFIC DEDUCTIBLE AMOUNTS AND SPECIFIC LIABILITY MAXIMUMS FOR COVERED RISKS OF SAID POLICY THAT HAVE BEEN FILED AND APPROVED BY THE VARIOUS DEPARTMENTS OF INSURANCE WHERE THE FORMS HAVE BEEN FILED. PLEASE CONSULT WITH YOUR ESCROW OR TITLE OFFICER IF YOU HAVE QUESTIONS REGARDING THE POLICY.

Note No. 1: YOUR ORDER FOR TITLE WORK CALLS FOR A SEARCH OF PROPERTY THAT IS IDENTIFIED BY A STREET ADDRESS ONLY OR BY SUCH OTHER UNCONFIRMED DATA. BASED ON OUR RECORDS, WE BELIEVE THAT THE LAND DESCRIPTION AND ITS OWNERSHIP IN THIS REPORT REPRESENTS THE PARCEL THAT YOU REQUESTED.

IN ORDER TO PREVENT COSTLY ERRORS AND TO BE CERTAIN THAT THE CORRECT PARCEL OF LAND IS BEING CONSIDERED, WE REQUIRE THAT WRITTEN APPROVAL OF THE LEGAL DESCRIPTION AND THE VESTING IN THIS REPORT BE SENT TO US. IF WE DO NOT RECEIVE SUCH CONFIRMATION BEFORE CLOSE OF ESCROW, WE WILL CONSIDER THIS DEEMED APPROVAL OF THE DESCRIPTION AND OWNERSHIP OF SAID LAND AS SHOWN IN OUR REPORT.

Note No. 2: WE WILL REQUIRE A STATEMENT OF INFORMATION FROM THE PARTIES NAMED BELOW IN ORDER TO COMPLETE THIS REPORT, BASED ON THE EFFECT OF DOCUMENTS, PROCEEDINGS, LIENS, DECREES, OR OTHER MATTERS WHICH DO NOT SPECIFICALLY DESCRIBE SAID LAND, BUT WHICH, IF ANY DO EXIST, MAY AFFECT THE TITLE OR IMPOSE LIENS OR ENCUMBRANCES THEREON.

PARTIES: ALL PARTIES

Note No. 3: THIS COMPANY WILL REQUIRE A COPY OF THE TRUST INSTRUMENT CREATING THE TRUST AND ALL AMENDMENTS THERETO OF THE ENTITY **SHOWN IN THE VESTING PORTION OF SCHEDULE A**, TOGETHER WITH A WRITTEN VERIFICATION BY ALL TRUSTEES THAT THE COPY OF THE TRUST IS A TRUE AND CORRECT COPY OF THE TRUST, AS IT MAY HAVE BEEN AMENDED, THAT IT IS IN FULL FORCE AND EFFECT AND THAT IT HAS NOT BEEN REVOKED OR TERMINATED.

Note No. 4: THE REQUIREMENT THAT NAMED AS VESTEE(S) EXECUTE THE ENCLOSED **AFFIDAVIT OF NO MORTGAGE OR DEED OF TRUST** IN THE PRESENCE OF A NOTARY PUBLIC KNOWN TO PROVIDENT TITLE COMPANY AND RETURN SAME TO THIS OFFICE PRIOR TO ISSUANCE OF ANY POLICY OF TITLE INSURANCE BY THIS COMPANY.

**CERTIFICATION OF TRUST**
**PURSUANT TO CALIFORNIA PROBATE CODE SECTION 18100.5**
**IMPORTANT: THIS CERTIFICATION OF TRUST MUST BE FULLY COMPLETED**

I/WE,

_____
(Name of Trustee(s))

Trustee(s) of the

_____,
(Name of Trust)

dated _____, am/are providing the information set forth below at the request of PROVIDENT TITLE COMPANY, and its underwriter, (hereafter collectively called "Company").

WHEREAS, Company has been requested to issue a title insurance policy on the real property described in Schedule "A" of the Preliminary Report or Commitment issued under order number **50071408;** and

WHEREAS, Company has determined that information concerning the Trust is necessary to ascertain whether Company will be able to issue the requested policy of title insurance;

THEREFORE, acting in my/our capacity as Trustee(s) of the Trust, I/we hereby certify and confirm to Company that the information set forth below is accurate and correct.

1. The Trust identification number (SSN or employer Tax ID) is: _____
2. The Settlor(s) of the Trust is/are: _____

   _____
3. The current active Trustee(s) of the Trust is/are _____

   _____
4. As set out in the Trust, the powers of the Trustee(s) include: (check all that apply)
   __ The power to sell, convey and grant trust property.
   __ The power to hypothecate (borrow money and encumber/lien trust property).
5. As set out in the Trust, are all currently active Trustee(s) required to execute documents when exercising the powers set forth above? (circle one) YES NO
6. As set out in the Trust, the Trust is: (check the appropriate box)
   __ Revocable __ Irrevocable
7. If the Trust is revocable, the name(s) of the person(s) identified as having power to revoke the Trust is/are:
   _____
8. The Trust and the individual named Settlor(s) do not have any liens or money judgments pending, filed and/or recorded against them.
9. The Trust and/or the individually named Settlor(s) are not aware of any threatened, pending, or filed lawsuits nor have it/they settled any lawsuits within the three (3) calendar years immediately preceding the signing of this Certification.
10. By signing below, the undersigned Trustee(s) affirm that the Trust is in full force and effect and has not been revoked or terminated; in addition, the Trust has not been modified or amended in any manner which would cause the representations set forth herein to be incorrect.
11. Is this Certification of Trust being executed by all currently active Trustees of the Trust? (circle one)
    YES NO (*If "NO",* please explain) _____

    _____

12. Are there any living persons or entities named as Trustee in the Trust who are not "currently active Trustees"? (circle one)
YES NO ? (If "YES," identify by name and explain why) _____

_____

13. The undersigned Trustees acknowledge and understand that Company may require additional information, including copies and/or excerpts of the Trust and any amendments, when necessary, in order to make an insurance determination.

14. The undersigned Trustee(s) state to the best of his/her/their knowledge, that there are no claims, challenges of any kind, *and/or* alleged causes of action, contesting or questioning the validity of the Trust or the Trustee(s) authority to act on behalf of the Trust.

**PLEASE READ, COMPLETE AND RESPOND TO ALL STATEMENTS IN THIS CERTIFICATION BEFORE SIGNING. THE TRUSTEE(S) HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE INFORMATION IS TRUE AND CORRECT. IF YOU DO NOT UNDERSTAND OR HAVE ANY QUESTIONS ABOUT THIS CERTIFICATION, YOU SHOULD SEEK THE ASSISTANCE OF YOUR INDEPENDENT FINANCIAL AND/OR LEGAL ADVISOR BEFORE SIGNING. THE TRUSTEE(S) UNDERSTAND THAT COMPANY MAY DECIDE NOT TO PROVIDE THE REQUESTED TITLE INSURANCE DESPITE THE INFORMATION AND AFFIRMATIONS CONTAINED HEREIN.**

| | |
|---|---|
| _____ | _____ |
| (Signature of Trustee) | (Signature of Trustee) |
| _____ | _____ |
| (Print Trustee Name) | (Print Trustee Name) |
| Date Signed: _____ | Date Signed: _____ |
| _____ | _____ |
| (Signature of Trustee) | (Signature of Trustee) |
| _____ | _____ |
| (Print Trustee Name) | (Print Trustee Name) |
| Date Signed: _____ | Date Signed: _____ |

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 _____ }
} SS.
COUNTY OF _____ }

On _____, before me, _____, personally appeared

_____

who proved to be 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.

(This area for official notarial seal)

WITNESS my hand and official seal.

Signature: _____

THIS AFFIDAVIT, WHEN COMPLETED, IS TO BE SIGNED AND NOTARIZED BEFORE RETURNING. BE SURE TO COMPLETE ALL THE REQUESTED INFORMATION TO ENABLE THIS COMPANY TO PROPERLY PROCESS THE TRANSACTION PRESENTLY PENDING.

**AFFIDAVIT OF NO MORTGAGE OR DEED OF TRUST**

_____ EACH FOR HIMSELF AND/OR HERSELF, DECLARE: THAT TO MY/OUR PERSONAL KNOWLEDGE THERE ARE NO ENCUMBRANCES IN THE FORM OF A MORTGAGE OR DEED OF TRUST AGAINST THE PROPERTY IN THIS TRANSACTION.

THAT THIS DECLARATION IS MADE FOR THE PROTECTION OF ALL PARTIES TO THIS TRANSACTION AND PARTICULARLY FOR THE BENEFIT OF **PROVIDENT TITLE COMPANY**, WHICH IS ABOUT TO CAUSE TO BE INSURED THE TITLE TO SAID PROPERTY IN RELIANCE THEREON, AND ANY OTHER TITLE COMPANY WHICH MAY HEREAFTER INSURE THE TITLE TO SAID PROPERTY;

THAT I/WE WILL TESTIFY, DECLARE, DEPOSE, OR CERTIFY BEFORE ANY COMPETENT TRIBUNAL, OFFICER, OR PERSON, IN ANY CASE NOW PENDING OR WHICH MAY HEREAFTER BE INSTITUTED, TO THE TRUTH OF THE PARTICULAR FACTS HEREINABOVE SET FORTH.

SELLER(S)/OWNER(S) SIGNATURE:

_____ _____ _____

PROPERTY ADDRESS:

_____ DATE:_____

_____

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 )
) SS.
County of _____ )

Subscribed and sworn to (or affirmed) before me on this _____ day of _____,
_____ by _____,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature_____

PROVIDENT TITLE COMPANY
6345 BALBOA BLVD., BLDG. #4, STE. 285
ENCINO, CA 91316
PHONE NO. (800) 794-8094

# LENDERS SUPPLEMENTAL REPORT

(SET LENDER)

CA

ATTENTION:

YOUR NO.

OUR NO. 50071408

---

THE REFERENCED REPORT (INCLUDING ANY SUPPLEMENTS OR AMENDMENTS THERETO) IS HEREBY MODIFIED AND/OR SUPPLEMENTED IN ORDER TO REFLECT THE FOLLOWING ADDITIONAL ITEMS RELATING TO THE ISSUANCE OF AN AMERICAN LAND TITLE ASSOCIATION LOAN FORM POLICY AS FOLLOWS:

1. NONE OF THE ITEMS SHOWN IN THIS REPORT WILL CAUSE THE COMPANY TO DECLINE TO ATTACH CLTA ENDORSEMENT FORM 100 TO AN ALTA POLICY, WHEN ISSUED.

2. THERE IS LOCATED ON SAID LAND COMMERCIAL BUILDING
KNOWN AS 33980 MISSION TRAIL, WILDOMAR, CALIFORNIA 92595

3. THERE ARE NO CONVEYANCES AFFECTING SAID LAND RECORDED WITHIN TWENTY FOUR (24) MONTHS OF THE DATE OF THIS REPORT.

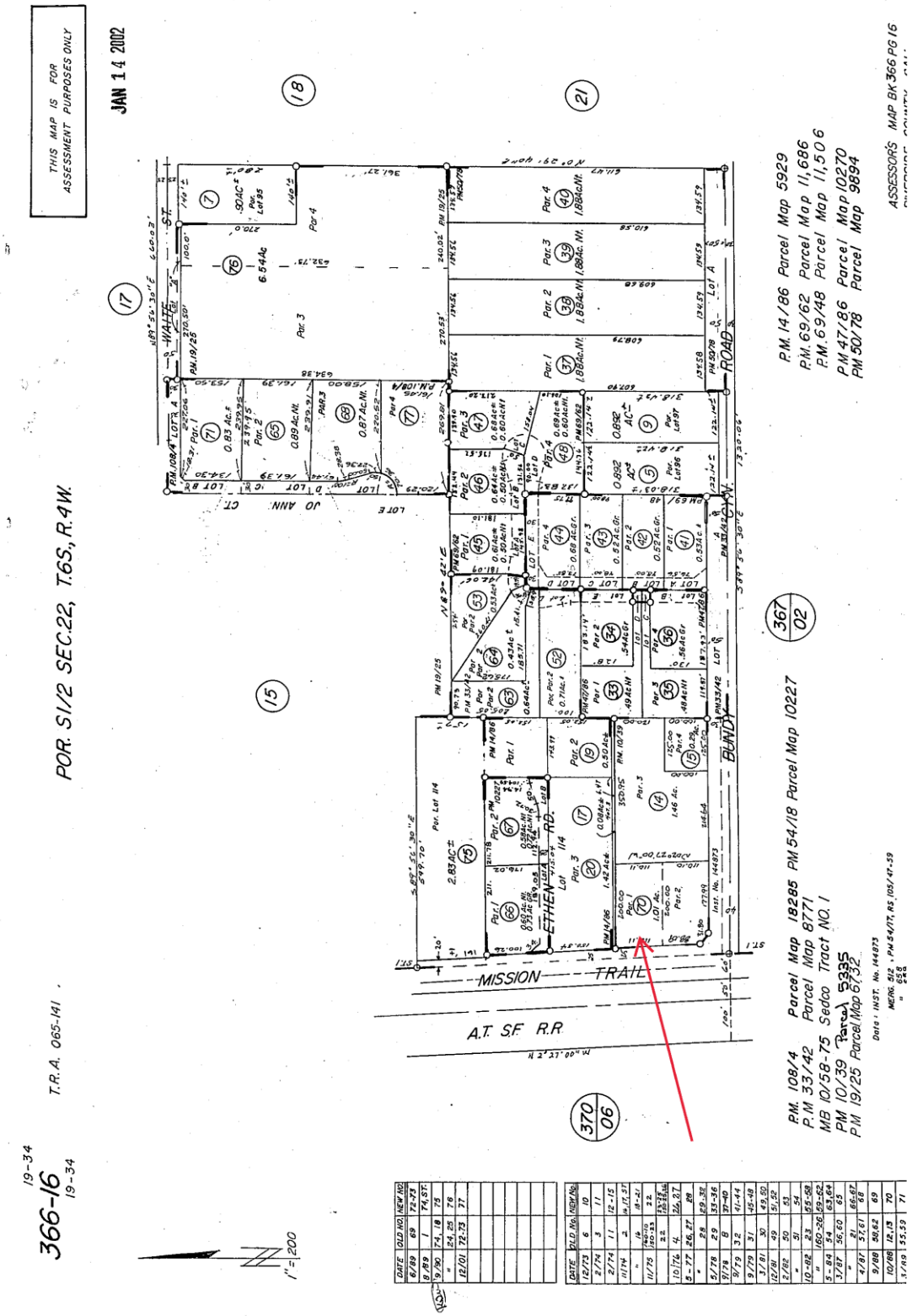
**EXHIBIT "A"**

PARCELS 1 AND 2 OF PARCEL MAP NO. 5335, IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP ON FILE IN BOOK 10, PAGE 39 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS.

EXCEPT THE INTEREST AS CONDEMNED BY FINAL ORDER OF CONDEMNATION RECORDED MARCH 20, 1996 AS INSTRUMENT NO. 098502 OFFICIAL RECORDS.

A CERTIFICATE OF MERGER WAS RECORDED SEPTEMBER 23, 1988, AS INSTRUMENT NO. 276585, OFFICIAL RECORDS

ASSESSOR'S PARCEL NUMBER: 366-160-070


THIS MAP IS FOR ASSESSMENT PURPOSES ONLY
JAN 14 2002
POR. S1/2 SEC.22, T.6S, R.4W.
T.R.A. 065-141
366-16
19-34
1" = 200'
MISSION TRAIL
A.T. S.F. R.R.
ETHEN RD.
BUENA VISTA AVE.
P.M. 14/86 Parcel Map 5929
P.M. 69/62 Parcel Map 11,686
P.M. 69/48 Parcel Map 11,506
P.M. 47/86 Parcel Map 10270
PM 50/78 Parcel Map 9894
P.M. 108/4 Parcel Map 18285 PM 54/18 Parcel Map 10227
P.M. 33/42 Parcel Map 8771
MB 10/58-75 Sedco Tract NO. 1
PM 10/39 Parcel 5335
P.M. 19/25 Parcel Map 6732
ASSESSOR'S MAP BK 366 PG 16

**PROVIDENT TITLE COMPANY**
**GLBA PRIVACY NOTICE**

This GLBA Privacy Notice explains how Provident Title Company ("Provident") collects, uses, and protects personal information, when and to whom Provident discloses such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all, sharing of their personal information. Please read this GLBA Privacy Notice carefully to understand how Provident uses your personal information.

The types of personal information Provident collects and shares depends on the product or service you have requested.

**Provident may collect the following categories of personal and financial information from you throughout your transaction:**

1. Identifiers: Real name, alias, online Internet Protocol (IP) address if accessing company websites, email address, account name, unique online identifier, Social Security number, driver's license number, passport number, or other similar identifiers.

2. Demographic Information: Marital status, gender, date of birth.

3. Personal Information and Personal Financial Information: Name, signature, Social Security number, physical characteristics or description, address, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

**Provident may collect personal information about you from:**

1. Publicly available information from government records;

2. Information Provident receives directly from you or your agent(s), such as your lender or real estate broker;

3. Information about your transactions with Provident; and

4. Information Provident receives from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

**Provident may use your personal information for the following purposes:**

1. To provide products and services to you or in connection with a transaction.

2. To improve our products and services.

3. To communicate with you about our products and services.

**Provident may use or disclose the personal information Provident collects for one or more of the following purposes:**

a. To fulfill or meet the reason for which the information is provided;

b. To provide, support, personalize, and develop our website, products, and services;

c. To create, maintain, customize, and secure your account with Provident;

d. To process your requests, purchases, transactions, and payments and prevent transactional fraud;

e. To prevent and/or process claims;

f. To assist third party vendors/service providers who complete transactions or perform services on Provident's behalf pursuant to valid service provider agreements;

g. As necessary or appropriate to protect the rights, property, or safety of Provident, our customers or others;

h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses;

i. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business;

j. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations;

k. Auditing for compliance with federal and state laws, rules, and regulations; and

l. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, and processing payments.

Provident will not collect additional categories of personal information or use the personal information Provident collected for materially different, unrelated, or incompatible purposes without providing you notice.

**Disclosure of Personal Information to Non-Affiliated Third Parties**

Provident does not sell your personal information to non-affiliated third parties. Provident may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Provident does not disclose your personal information to a non-affiliated third party for a business purpose.

**Link to Privacy Notice**

Provident's GLBA Privacy Notice can be found on our website at https://providenttitle.com/privacy-notice-glba/.

**PROVIDENT TITLE COMPANY**
**CCPA & CPRA PRIVACY NOTICE**

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020, effective January 1, 2023 ("CPRA"), Provident Title Company ("Provident") is providing this Privacy Notice at Collection for California Residents ("CCPA & CPRA Notice"). This CCPA & CPRA Notice supplements the information contained in Provident's existing GLBA Privacy Notice and applies solely to all visitors, users, and consumers and others who reside in the State of California or are considered California Residents as defined in the CCPA & CPRA. All terms defined in the CCPA & CPRA have the same meaning when used in this CCPA & CPRA Notice.

**Personal and Sensitive Personal Information Provident Collects**

Specifically, Provident has collected the following categories of personal and sensitive personal information from consumers within the last twelve (12) months:

| Category | Examples | Collected |
|---|---|---|
| A. Identifiers. | A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers. | YES |
| B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code A§ 1798.80(e)). | A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories. | YES |
| C. Protected classification characteristics under California or federal law. | Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information). | NO |
| D. Commercial information. | Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies. | NO |
| E. Biometric information. | Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as: fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data. | NO |
| F. Internet or other similar network activity. | Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement. | NO |
| G. Geolocation data. | Physical location or movements. | NO |
| H. Sensory data. | Audio, electronic, visual, thermal, olfactory, or similar information. | NO |

| | | |
|---|---|---|
| I. Professional or employment-related information. | Current or past job history or performance evaluations. | NO |
| J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)). | Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as: grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records. | NO |
| K. Inferences drawn from other personal information. | Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes. | NO |

Provident obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Provident's website or other applications.
- From third parties that interact with Provident in connection with the services Provident provides.

**Personal and Sensitive Personal Information Provident May Collect That Is Excluded from Protection**

The following types of information may have been collected by Provident and is not subject to protection under this CCPA & CPRA Notice:

- Publicly available information from government records;
- Deidentified or aggregated consumer information;
- Health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 (HIIPA) and the California Confidentiality of Medical Information Act (CMIA) or clinical trial data; or
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), Gramm Leach Bliley Act (GLBA) and California Financial Information Privacy Act (FIPA).

**Use of Personal and Sensitive Personal Information**

Provident may use or disclose the personal or sensitive information Provident collects for one or more of the following purposes:

a. To fulfill or meet the reason for which the information is provided;

b. To provide, support, personalize, and develop our website, products, and services;

c. To create, maintain, customize, and secure your account with Provident;

d. To process your requests, purchases, transactions, and payments and prevent transactional fraud;

e. To prevent and/or process claims;

f. To assist third party vendors/service providers who complete transactions or perform services on Provident's behalf pursuant to valid service provider agreements;

g. As necessary or appropriate to protect the rights, property, or safety of Provident, our customers or others;

h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses;

i. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business;

j. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations;

k. Auditing for compliance with federal and state laws, rules, and regulations; or

l. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, and processing payments.

Provident will not collect additional categories of personal or sensitive information or use the personal or sensitive information Provident collected for materially different, unrelated, or incompatible purposes without providing you notice.

**Disclosure of Personal Information to Non-Affiliated Third Parties**

Provident does not sell your personal information to non-affiliated third parties. Provident may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Provident does not disclose your personal information to a non-affiliated third party for a business purpose.

**Your Rights Under CCPA**

The CCPA provides consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

**Access to Specific Information and Data Portability Rights**

You have the right to request that Provident disclose certain information to you about our collection and use of your personal information over the past twelve (12) months. Once Provident receives and confirms your verifiable consumer request, Provident will disclose to you:

- The categories of personal information Provident collected about you;
- The categories of sources for the personal information Provident collected about you;
- Provident's business or commercial purpose for collecting that personal information;
- The categories of third parties with whom Provident shares that personal information;
- The specific pieces of personal information Provident collected about you (also called a data portability request); and
- If Provident disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

**Deletion Request Rights**

You have the right to request that Provident delete any of your personal information Provident collected from you and retained, subject to certain exceptions. Once Provident receives and confirms your verifiable consumer request, Provident will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Provident may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which Provident collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you;

2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities;

3. Debug products to identify and repair errors that impair existing intended functionality;

4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law;

5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code A§ 1546 *seq.*);

6. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us;

7. Comply with a legal obligation; or

8. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

**Your Rights Under CPRA**

CPRA expands upon your consumer rights and protections offered by the CCPA. This section describes your CPRA rights and explains how to exercise those rights.

**Opt-Out of Information Sharing and Selling**

Provident does not share or sell information to third parties as the terms are defined under the CCPA and CPRA. Provident only shares your personal information as commercially necessary and in accordance with this CCPA & CPRA Notice.

**Correction of Inaccurate Information**

You have the right to request that Provident correct any inaccurate information maintained about you.

**Limit the Use of Sensitive Personal Information**

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA, is disclosed or shared with third parties.

**Exercising Your Rights Under CCPA and CPRA**

To exercise the access, data portability, deletion, opt-out, correction, or limitation rights described above, please submit a verifiable consumer request to us by the available means provided below:

**Phone:** Toll Free at (800) 794-8094

**Website:** https://providenttitle.com/contact-us/

**Email:** info@providenttitle.com

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Provident through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a twelve (12) month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom Provident collected personal information or an authorized representative; and
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Provident cannot respond to your request or provide you with personal information if Provident cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Provident.

**Response Timing and Format**

Provident endeavors to respond to a verifiable consumer request within forty-five (45) days of its receipt. If Provident requires more time (up to an additional forty-five (45) days), Provident will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures Provident provides will only cover the twelve (12) month period preceding the verifiable consumer request's receipt. The response Provident provides will also explain the reasons Provident cannot comply with a request, if applicable. For data portability requests, Provident will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Provident does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If Provident determine that the request warrants a fee, Provident will tell you why Provident made that decision and provide you with a cost estimate before completing your request.

**Non-Discrimination**

Provident will not discriminate against you for exercising any of your CCPA and CPRA rights. Unless permitted by the CCPA or CPRA, Provident will not:

- Deny you goods or services;
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties;
- Provide you a different level or quality of goods or services; or
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

**Record Retention**

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. Provident will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, Provident will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

**Changes to This CCPA & CPRA Notice**

Provident reserves the right to amend this CCPA & CPRA Notice at our discretion and at any time. When Provident makes changes to this CCPA & CPRA Notice, Provident will post the updated Notice on Provident's website and update the Notice's effective date.

**Link to Privacy Notice**

Provident's CCPA & CPRA Privacy Notice can be found on our website at https://providenttitle.com/privacy-notice-ccpa/.

**Contact Information**

If you have questions or comments about this notice, the ways in which Provident collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

**Phone:** Toll Free at (800) 794-8094

**Website:** https://providenttitle.com/contact-us/

**Email:** info@providenttitle.com

# Privacy Notice

**Last Updated and Effective Date**: December 1, 2023

First American Financial Corporation and its subsidiaries and affiliates (collectively, "First American," "we," "us," or "our") describe in our full privacy policy ("Policy"), which can be found at https://www.firstam.com/privacy-policy/, how we collect, use, store, and disclose your personal information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Policy is posted ("Sites"); (2) when you use our products and services ("Services"); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties"); and (5) when you interact with us to conduct business dealings, such as the personal information we obtain from business partners and service providers and contractors who provide us certain business services ("B2B"). This shortened form of the Policy describes some of the terms contained in the Policy.

The Policy applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

Please note that the Policy does not apply to any information we collect from job candidates and employees. Our employee and job candidate privacy policy can be found here.

**What Type Of Personal Information Do We Collect About You?** We collect a variety of categories of personal information about you. To learn more about the categories of personal information we collect, please visit https://www.firstam.com/privacy-policy/.

**How Do We Collect Your Personal Information?** We collect your personal information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

**How Do We Use Your Personal Information?** We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your personal information, please visit https://www.firstam.com/privacy-policy/.

**How Do We Disclose Your Personal Information?** We do not sell your personal information or share your personal information for cross-context behavioral advertising. We may, however, disclose your personal information, including to subsidiaries, affiliates, and to unaffiliated parties, such as service providers and contractors: (1) with your consent; (2) in a business transfer; (3) to service providers and contractors; and (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we disclose your personal information, please visit https://www.firstam.com/privacy-policy/.

**How Do We Store and Protect Your Personal Information?** The security of your personal information is important to us. That is why we take commercially reasonable steps to make sure your personal information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information.

**How Long Do We Keep Your Personal Information?** We keep your personal information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

**Your Choices** We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your personal information. You can learn more about your choices by visiting https://www.firstam.com/privacy-policy/.

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**International Jurisdictions**: Our Services are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Services from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with the Policy. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Services, and your agreements with us.

**Changes to Our Policy:** We may change the Policy from time to time. Any and all changes to the Policy will be reflected on this page and in the full Policy, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR SERVICES OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THE POLICY.**

**For California Residents**

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations. To learn more, please visit https://www.firstam.com/privacy-policy/.

**Contact Us** dataprivacy@firstam.com or toll free at 1-866-718-0097.

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# Exhibit B (Revised 11-04-22)

## CALIFORNIA LAND TITLE ASSOCIATION

## STANDARD COVERAGE POLICY – 1990 (11-09-18)

## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:

   (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;

   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

   (c) resulting in no loss or damage to the insured claimant;

   (d) attaching or created subsequent to Date of Policy; or

   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.

4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.

5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.

6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

## EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

   Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

6. Any lien or right to a lien for services, labor or material unless such lien is shown by the public records at Date of Policy.

## EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

## CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (07-01-2021)
## EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy and We will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:

   i. the occupancy, use, or enjoyment of the Land;

   ii. the character, dimensions, or location of any improvement on the Land;

   iii. the subdivision of land; or

   iv. environmental remediation or protection.

   b. any governmental forfeiture, police, or regulatory, or national security power.

   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b. Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.

2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.

3. Any defect, lien, encumbrance, adverse claim, or other matter:

   a. created, suffered, assumed, or agreed to by You;

   b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;

   c. resulting in no loss or damage to You;

   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or

   e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.

4. Lack of a right:

   a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and

   b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.

   Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.

5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.

6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:

   a. fraudulent conveyance or fraudulent transfer;

   b. voidable transfer under the Uniform Voidable Transactions Act; or

   c. preferential transfer:

      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or

      ii. for any other reason not stated in Covered Risk 30.

7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.

8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.

9. Any lien on Your Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a. or 27.

10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

## LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

| | Your Deductible Amount | Our Maximum Dollar Limit of Liability |
|---|---|---|
| Covered Risk 16 | 1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less) | $10,000.00 |
| Covered Risk 18 | 1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less) | $25,000.00 |
| Covered Risk 19 | 1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less) | $25,000.00 |
| Covered Risk 21 | 1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less) | $5,000.00 |

# ALTA OWNER'S POLICY (07-01-2021)

## EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
    i. the occupancy, use, or enjoyment of the Land;
    ii. the character, dimensions, or location of any improvement on the Land;
    iii. the subdivision of land; or
    iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b. Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

## EXCEPTIONS FROM COVERAGE

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.**

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

*NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed as 1 through 7 below:*

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.

7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

## 2021 ALTA LOAN POLICY (07-01-21)
## EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

**1.** a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:

i. the occupancy, use, or enjoyment of the Land;

ii. the character, dimensions, or location of any improvement on the Land;

iii. the subdivision of land; or

iv. environmental remediation or protection.

b. any governmental forfeiture, police, regulatory, or national security power.

c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

**2.** Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.

**3.** Any defect, lien, encumbrance, adverse claim, or other matter:

a. created, suffered, assumed, or agreed to by the Insured Claimant;

b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

c. resulting in no loss or damage to the Insured Claimant;

d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or

e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser or encumbrancer had been given for the Insured Mortgage at the Date of Policy.

**4.** Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.

**5.** Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury law or Consumer Protection Law.

**6.** Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage is a:

a. fraudulent conveyance or fraudulent transfer;

b. voidable transfer under the Uniform Voidable Transactions Act; or

c. preferential transfer:

i. to the extent the Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or

ii. for any other reason not stated in Covered Risk 13.b.

**7.** Any claim of a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.

**8.** Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2.b. or 11.b.

**9.** Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

## EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

The above Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exceptions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or rights to a lien for services, labor, material not shown by the Public Records.

# AERIAL PHOTOGRAPH

33930
122

# CONFIRMATION OF NON -CANNABIS INFUSED FOOD PRODUCTS

Dec 16th, 2024

City of Wildomar Planning Department
23873 Clinton Keith Rd, Suite 201
Wildomar, CA 92595

To whom it may concern:

We, Edwin and Janice Manske, the property owners and authorized signatories of The Manske Revocable Trust, owner of the real property at 33980 Mission Trail, Ste #A and B, Wildomar, CA 92595, do confirm to the City of Wildomar that 33980 Mission Trail, Ste # A and B, Wildomar, CA 92595 is not currently permitted by the State of California or County of Riverside for the production of non-cannabis infused food products.

Sincerely,

Edwin E Manske 1-7-25

Edwin E Manske
Property Owner
P.O. Box 1209
Wildomar, CA 92595

Janice Lee Manske 1-7-25

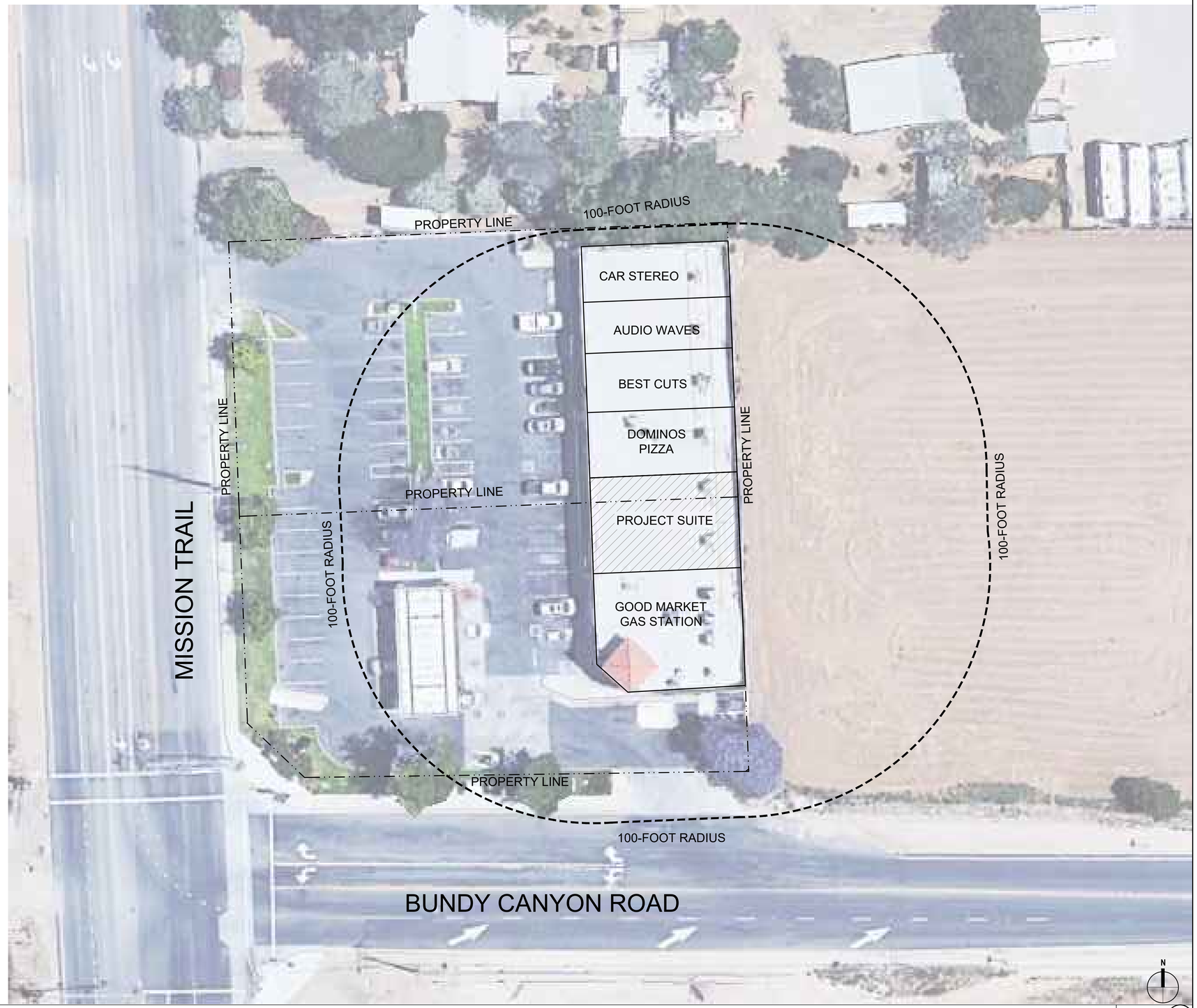
Janice Lee Manske
Property Owner
P.O. Box 1209
Wildomar, CA 92595

# 100 ft RADIUS MAP - RESIDENCES

## SEPARATION REQUIREMENTS

SECTION 17.315.070 REQUIRES THE FOLLOWING SEPARATION.

MIN. 100 FEET: TO ANY RESIDENTIAL USE AS DEFINED IN CHAPTER 17.315.070 OF THE WMC.




100-FOOT RADIUS MAP 1"=20'-0" 1

HESTIA ATELIER
DESIGN | ARCHITECTURE
3 PETERS CANYON RD. STE 110
IRVINE, CA. 92606

Seal

LICENSED ARCHITECT
KIZZASHI IMAMURA
C-34970
REN. 09/30/25
STATE OF CALIFORNIA

Consultant

STIIIZY
33980 MISSION TRAIL
WILDOMAR, CA 92595

100- FOOT RADIUS MAP

Project Number:
Plan Check Number:

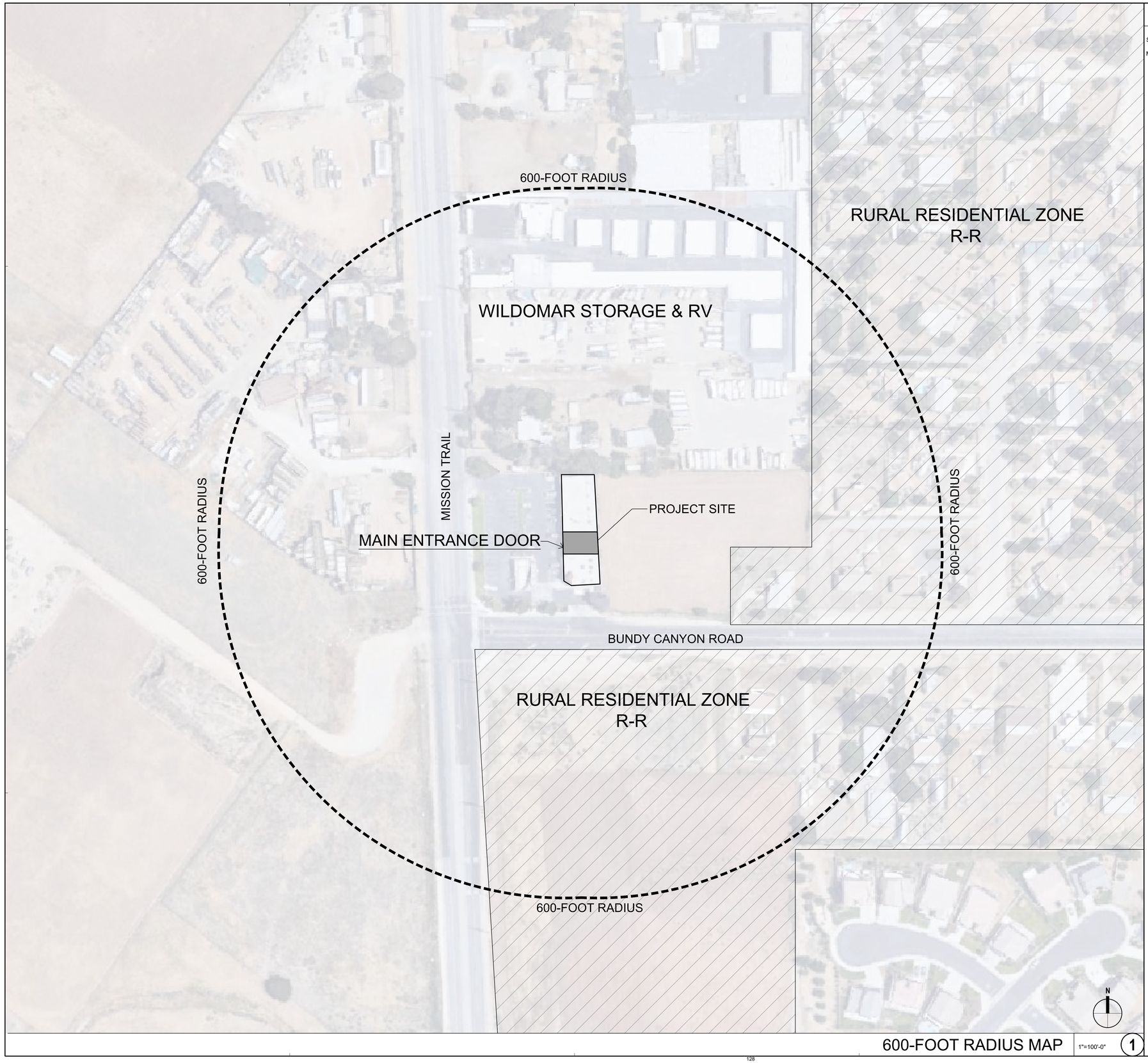
| | |
|---|---|
| 2024-12-09 | CUP SUBMITTAL |

SHEET
A1.1

PRELIMINARY - NOT FOR CONSTRUCTION

dwg last saved: Dec/12/2024 2:42 PM by: admin
sheet plotted: Dec/12/2024 2:42 PM by: admin
drawing file name: c:\stiiizy site plan.dwg

# 600 ft RADIUS MAP - SENSITIVE USES




600-FOOT RADIUS MAP 1"=100'-0" (1)

## SEPARATION REQUIREMENTS

SECTION 17.315.070 REQUIRES THE FOLLOWING SEPARATION.

MIN. 600 FEET: TO ANY PUBLIC/PRIVATE SCHOOL, COMMERCIAL DAY CARE CENTER, PARKS AND/OR YOUTH CENTERS AS DEFINED IN CHAPTER 17.315.070 OF THE WMC.

HESTIA ATELIER
DESIGN | ARCHITECTURE
3 PETERS CANYON RD. STE 110
IRVINE, CA. 92606

Seal

LICENSED ARCHITECT
KIZZARGI IMRAN
C-34970
REN. 09/30/25
STATE OF CALIFORNIA

Consultant

STIIIZY
33980 MISSION TRAIL
WILDOMAR, CA 92595

600-FOOT RADIUS MAP

Project Number:
Plan Check Number:

| | |
|---|---|
| 2024-12-09 | CUP SUBMITTAL |

SHEET
A1.2

PRELIMINARY - NOT FOR CONSTRUCTION



dwg last saved: Dec/12/2024 2:42 PM by: admin
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Dec/12/2024 @ 2:42PM
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# SITE PLAN PACKAGE

# ABBREVIATIONS

FOR ADDITIONAL ABBREVIATIONS REFER TO THE DOOR SCHEDULE, FINISH SCHEDULE, AND THE ENGINEER'S DRAWINGS

| | | | | | |
|---|---|---|---|---|---|
| Ø | DIAMETER | FA. | FIRE ALARM | PART'N | PARTITION |
| # | SQUARE FOOT / FEET | FDN | FOUNDATION | P.L. | PROPERTY LINE |
| & | AND | F.D. | FLOOR DRAIN | PL. | PLATE |
| @ | AT | F.E. | FIRE EXTINGUISHER | P.LAM | PLASTIC LAMINATE |
| ℄ | CENTER LINE | F.F. | FINISH FLOOR | PLAS. | PLASTER |
| ⊥ | PERPENDICULAR | FIN. | FINISH | PLBG. | PLUMBING |
| # | POUND OR NUMBER | FIXT. | FIXTURE | PLYWD. | PLYWOOD |
| (E) | EXISTING | FLASH | FLASHING | POC | POINT OF CONNECTION |
| A.B. | ANCHOR BOLT | FLUOR. | FLUORESCENT | PR. | PAIR |
| ABV. | ABOVE | F.H.C. | FIRE HOSE CABINET | P.T. | PRESSURE TREATED |
| A/C | AIR CONDITIONING | F.H. | FIRE HYDRANT | Q.T. | QUARRY TILE |
| A.C. | ASPHALTIC CONCRETE | FL. | FLOW LINE | | |
| ACOUST. | ACOUSTICAL | F.O.C. | FACE OF CONCRETE | R. | RISER |
| ADD'L. | ADDITIONAL | F.O.F. | FACE OF FINISH | R./RAD. | RADIUS |
| A.D. | AREA DRAIN | F.O.M. | FACE OF MASONRY | R.D. | ROOF DRAIN |
| ADJ. | ADJACENT | F.O.S. | FACE OF SHEATHING | RDWD. | REDWOOD |
| AFF. | ABOVE FINISH FLOOR | FPRF. | FIREPROOF | RE: | REFER TO |
| AGGR. | AGGREGATE | FRT. | FIRE RETARDANT TREATED | REF. | REFERENCE |
| ALUM. | ALUMINUM | | | REFR. | REFRIGERATOR |
| APPROX. | APPROXIMATE | F.S. | FINISH SURFACE | REG. | REGISTER |
| ARCH. | ARCHITECTURAL | F.S. | FLOOR SINK | REINF. | REINFORCING |
| ASB. | ASBESTOS | FSR. | FIRE SPRINKLER RISER | REQ'D. | REQUIRED |
| ASPH. | ASPHALT | FT. | FOOR OR FEET | REQ'MT. | REQUIEMENT |
| ASR. | AUTO. SPRINKLER RISER | FTG. | FOOTING | RESIL. | RESILIENT |
| | | FURR. | FURRING | R.H.B. | RECESSED HOSE BIB |
| AUTO. | AUTOMATIC | FUT. | FUTURE | RM. | ROOM |
| BD. | BOARD | GA. | GAUGE | R.O. | ROUGH OPENING |
| BITUM. | BITUMINOUS | GALV. | GALVANIZED | ROW. | RIGHT OF WAY |
| BLDG. | BUILDING | G.B. | GRAB BAR | R.S. | ROUGH SAWN |
| BLK. | BLOCK | GC. | GENERAL CONTRACTOR | R.W.L. | RAIN WATER LEADER |
| BLKG. | BLOCKING | | | | |
| BM. | BEAM | GI. | GALVANIZED | S. | SOUTH |
| BOT. | BOTTOM | GL. | GLASS | SAT | SUSP. ACOUST. TILE |
| BTWN. | BETWEEN | GND. | GROUND | S.C. | SOLID CORE |
| | | GR. | GRADE | SCHED. | SCHEDULE |
| C | CAMBER | GYP. | GYPSUM | SECT. | SECTION |
| CAB. | CABINET | H.B. | HOUSE BIB | S.F. | SQUARE FOOT / FEET |
| C.B. | CATCH BASIN | H.C. | HOLLOW CORE | SHT. | SHEET |
| CEM. | CEMENT | HDR. | HEADER | SHT'G. | SHEATHING |
| CER. | CERAMIC | HDW. | HARDWARE | SIM. | SIMILAR |
| C.H.B. | CONCEALED HOSE BIB | HDWD. | HARDWOOD | SPEC. | SPECIFICATION |
| C.I. | CAST IRON | H.M. | HOLLOW METAL | SQ. | SQUARE |
| C/J | CEILING JOINT | HORIZ. | HORIZONTAL | S.S. | STAINLESS STEEL |
| C.J. | CONTROL JOINT | H.P. | HIGH POINT | SSK. | SERVICE SINK |
| CLG. | CEILING | HR. | HOUR | STA. | STATION |
| CLR. | CLEAR | HT. | HEIGHT | STD. | STANDARD |
| CMU | CONCRETE MASONRY UNIT | HVAC. | HEATING, VENTILATION, & AIR CONDITIONING | STL. | STEEL |
| | | | | STOR. | STORAGE |
| C.O. | CONCRETE OPENING CLEANOUT | I.D. | INSIDE DIAMETER | STRUCT. | STRUCTURAL / STRUCTURE |
| COL. | COLUMN | I.E. | INVERT ELEVATION | SUSP. | SUSPENDED |
| CONC. | CONCRETE | IN. | INCH | SYM. | SYMETRICAL |
| CONN. | CONNECTION | INFO. | INFORMATION | T | TREAD |
| CONST. | CONSTRUCTION | INSUL. | INSULATION | TB | TOP BEAM |
| CONT. | CONTINUOUS | INT. | INTERIOR | TC | TOP OF CURB |
| CONTR. | CONTRACTOR | | | TD | TOP OF DRAIN |
| CORR. | CORRIDOR | JT. | JOINT | TEL. | TELEPHONE |
| CTSK. | COUNTERSUNK | | | T&G. | TONGUE AND GROOVE |
| CTR. | CENTER | LAM. | LAMINATE | THK. | THICK |
| CY. | CUBIC YARD | LAV. | LAVATORY | T.J. | TRUSS JOIST |
| | | LT. | LIGHT | T.O. | TOP OF |
| DBL. | DOUBLE | | | T.O.C. | TOP OF CONCRETE |
| DEPT. | DEPARTMENT | MAX. | MAXIMUM | T.O.P. | TOP OF PARAPET |
| DET. | DETAIL | MECH. | MECHANICAL | T.O.PL. | TOP OF PLATE |
| D.F. | DRINKING FOUNTAIN | MEMB. | MEMBRANE | T.O.S. | TOP OF STEEL |
| DIA. | DIAMETER | MET. | METAL | T.O.W. | TOP OF WALL |
| DIM. | DIMENSION | MFR. | MANUFACTURER | T.P. | TOP OF PAVEMENT |
| DISP. | DISPENSER | MH. | MANHOLE | T.V. | TELEVISION |
| DN. | DOWN | MIN. | MINIMUM | TYP. | TYPICAL |
| DR. | DOOR | MIR. | MIRROR | | |
| DS. | DOWNSPOUT | MISC. | MISCELLANEOUS | UNF. | UNFINISHED |
| D.S.P. | DRY STANDPIPE | M.O. | MASONRY OPENING | U.N.O. | UNLESS NOTED OTHERWISE |
| DWG. | DRAWING | MTD. | MOUNTED | | |
| E. | EAST | MUL | MULLION | VERT. | VERTICAL |
| EA. | EACH | | | VEST. | VESTIBULE |
| EJ | EXPANSION JOINT | N. | NORTH | V.C.T. | VINYL COMPOSITE TILE |
| ELEC. | ELECTRICAL | N.F.A. | NET FREE VENT AREA | V.I.F. | VERIFY IN FIELD |
| EL. | ELEVATION | N.I.C. | NOT IN CONTRACT | V.T.R. | VENT THROUGH ROOF |
| EMER. | EMERGENCY | NO. | NUMBER | | |
| ENCL. | ENCLOSURE | NOM. | NOMINAL | W. | WEST |
| E.P. | ELECTRICAL PANEL | N.T.S. | NOT TO SCALE | W/ | WITH |
| EPS | EXPANDED POLYSTYRENE | | | W.C. | WATER CLOSET |
| | | O.A. | OVERALL | WD. | WOOD |
| EQ. | EQUAL | OBS. | OBSCURED | WH. | WATER HEATER |
| EQUIP. | EQUIPMENT | O.C. | ON CENTER | W/O | WITHOUT |
| | | O.D. | OUTSIDE DIAMETER | WP. | WATERPROOF |
| E.W. | EACH WAY | OFD. | OVERFLOW DRAIN | WR. | WATER RESISTANT |
| EXIST. | EXISTING | OFF. | OFFICE | W.W.F. | WELDED WIRE FABRIC |
| EXP. | EXPANSION | OPNG. | OPENING | WT. | WEIGHT |
| EXT. | EXTERIOR | OPP. | OPPOSITE | | |

# GRAPHIC MATERIAL LEGEND

- EARTH SHOWN IN SECTION
- CAST-IN-PLACE CONCRETE PLAN OR SECTION
- BRICK PAVERS PLAN OR SECTION
- RIGID INSULATION OR SAFING PLAN OR SECTION
- METAL - TYPE AS NOTED PLAN OR SECTION
- METAL - ROLLED SHAPE PLAN OR SECTION
- PLASTER ON METAL LATH SHOWN IN SECTION
- DENSGLASS SHOWN IN SECTION
- GYPSUM BOARD SHOWN IN SECTION
- CONT. WOOD BLOCKING SHOWN IN SECTION
- FINISHED WOOD SECTION OR ELEVATION --- OR ---
- FINISHED WOOD SECTION OR ELEVATION
- SPRAY FIREPROOFING SHOWN IN SECTION
- BATT INSULATION P THERMAL OR ACOUSTICAL AS NOTED
- GLASS SHOWN IN SECTION
- CMU SHOWN IN SECTION

# SYMBOL LEGEND

| SYMBOL | DESCRIPTION |
|---|---|
| **DETAIL REFERENCE** | |
| 24B / A7.0-1B | DETAIL NUMBER; SHEET NUMBER; SUBJECT POINTER |
| **EXTERIOR ELEVATION** | |
| 1A / A3.0 | DETAIL NUMBER; SHEET NUMBER |
| **KEYNOTE** | |
| 101 | |
| **WALL TYPE** | |
| 101 TYP. | WALL TYPE; SUBJECT WALL |
| **DOOR TYPE** | |
| 101 | |
| **MISCELLANEOUS TYPE** | |
| R101 | |
| **SIMPLE FINISH: MATERIAL AND COLOR** | |
| A / 1 | MATERIAL; COLOR |
| **ROOM IDENTIFICATION** | |
| COMPACTOR ROOM / F100 / 100 SF | ROOM NAME; ROOM NUMBER; ROOM FLOOR AREA |
| **ROOM OCCUPANCY LOAD** | |
| CLOSET S-1 200 5 1.000 | RM. OCCUPANCY GROUP; RM. NAME OR NUMBER; OCC. LOAD FACTOR; RM. FLOOR AREA; RM. OCCUPANT LOAD |
| **GRID LINE IDENTIFICATION** | |
| A | GRID LINE IDENTIFICATION |

| SYMBOL | DESCRIPTION |
|---|---|
| **BUILDING AND WALL SECTIONS** | |
| 1A / A3.5 | DETAIL NUMBER; CUT PLANE; SHEET NUMBER |
| **INTERIOR ELEVATION** | |
| A / 1 / A4.1 / B | ELEVATION NUMBER; DETAIL NUMBER; SHEET NUMBER; ELEVATION NUMBER |
| **CEILING HEIGHT** | |
| 10'-0" | HEIGHT A.F.F. U.N.O. |
| **ACCESSORY TYPE** | |
| A101 | |
| **WINDOW TYPE** | |
| W101 | |
| **DELTA AND CLOUD** | |
| 1 | |
| **COMPLEX FINISH: MATERIAL, COLOR, & ADDITIONAL INFORMATION** | |
| 1 / A / P-3 | MATERIAL; COLOR; ADDITIONAL INFO. |
| **MATCH LINE** | |
| MATCH LINE SEE: AX.X-X | MATCH LOCATION SHEET |
| **EGRESS WIDTH** | |
| STAIR #1 100 20" 20" | EGRESS COMPONENT; OCCUPANT LOAD; REQ'D MINIMUM WIDTH; PROVIDED WIDTH |
| **GRID LINE IDENTIFICATION** | |
| xA | GRID LINE IDENTIFICATION ('x' DENOTES EXISTING) |

# GENERAL NOTES

1. THESE DRAWINGS ARE THE PROPERTY OF HESTIA ATELIER, LLP AND ARE NOT TO BE USED FOR ANY OTHER THAN THE LOCATION SHOWN HEREON. OWNER IS LICENSED TO UTILIZE CONSTRUCTION DOCUMENTS FOR THIS 11. LOCATION ONLY.
2. NO CHANGES ARE TO BE MADE ON THESE PLANS WITHOUT THE KNOWLEDGE OR CONSENT OF THE ARCHITECT/ ENGINEER WHOSE SIGNATURE APPEARS HEREON.
12. 3. DIMENSIONS AS INDICATED ARE THE DIMENSIONS TO BE USED FOR CONSTRUCTION. DO NOT SCALE DRAWINGS.
13. 4. NO FRAMING OF ANY TYPE IS TO BE CONCEALED PRIOR TO INSPECTION
5. REFERENCES TO ANY DETAIL OR DRAWING IS FOR CONVENIENCE ONLY AND DOES NOT LIMIT THE APPLICATION OF SUCH DETAIL OR DRAWINGS. BY GOVERNING AGENCIES.
6. DIMENSIONS AND CONDITIONS AT THE JOB SITE SHALL BE VERIFIED BY ALL CONTRACTORS, DISCREPANCIES IN THE DRAWINGS OR BETWEEN THE DRAWINGS AND ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE ARCHITECT AND TO THE OWNER. CORRECTED DRAWINGS OR INSTRUCTION SHALL BE ISSUED BY THE ARCHITECT PRIOR TO THE INSTALLATION OF ANY WORK. ALL DIMENSIONS ARE TO BE ROUGH UNLESS OTHERWISE NOTED. ARCHITECT'S DRAWINGS SHALL GOVERN OVER STRUCTURAL, MECHANICAL, ELECTRICAL
14. AND LANDSCAPE DRAWINGS. ALL DRAWINGS SHALL BE ISSUED BY ARCHITECT.
15. ALL WORK, CONSTRUCTION AND MATERIALS SHALL COMPLY WITH ALL PROVISIONS OF THE BUILDING CODE AND WITH OTHER RULES, REGULATIONS, AND ORDINANCES FOVERNING THE PLACE OF THE CONSTRUCTION. IT IS THE RESPONSIBILITY OF ANYONE SUPPLYING LABOR OR BOTH TO BRING TO THE ATTENTION OF THE ARCHITECT
16. AND THE OWNER ANY DISCREPANCES OR CONFLICT BETWEEN THE REQUIREMENTS OF THE CODE AND THE DRAWINGS, THE APPLICABLE CODES SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO: CALIFORNIA BUILDING CODE 2016 EDITION
17. 7. THESE DRAWINGS DO NOT CONTAIN THE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY.
18. 8. ALL GYPSUM WALL BOARD TO BE 1/2" OR 5/8" THICK TYPE "X", UNLESS OTHERWISE NOTED OR REQUIRED FOR SPECIFIC WALL CONSTRUCTION.
19.
20. ALL CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH THE STATE CONSTRUCTION SAFETY ORDERS ENFORCED BY THE STATE OF CALIFORNIA DIVISION OF INDUSTRIAL SAFETY.

CONSTRUCT NO TRENCHES OR EXCAVATIONS 5' OR MORE IN DEPTH INTO WHICH A PERSON IS REQUIRED TO DESCEND, OR OBTAIN NECESSARY PERMIT FROM THE STATE OF CALIFORNIA DIVISION OF INDUSTRIAL SAFETY PRIOR TO THE ISSUANCE OF A BUILDING OR GRADING PERMIT.

EXACT LOCATION AND NUMBER OF EXIT SIGNS SHALL BE DETERMINED BY FIELD INSPECTOR AFTER THE INSTALLATION OF ALL MAJOR EQUIPMENT. CONTRACTOR SHALL CONDUCT SUCH FIELD INSPECTION PRIOR TO INSTALLATION OF ANY EXIT SIGNAGE.

FIRE EXTINGUISHERS SHALL BE PROVIDED AS FOLLOWS; 1 2A10BC EXTINGUISHER FOR EACH 3000 SQ. FT. FIRE EXTINGUISHERS SHALL NOT EXCEED 75' TRAVEL DISTANCE AND SIGNS SHALL BE POSTED ABOVE ALL EXTINGUISHERS TO INDICATE THEIR LOCATIONS. EXTINGUISHERS SHALL BE MOUNTED MEASURING FROM THE TOP OF THE EXTINGUISHER TO FINISH FLOOR A MINIMUM OF 3' AND MAXIMUM OF 5'. EXTINGUISHERS LOCATED IN PUBLIC AREAS SHALL BE IN A RECESSED FIRE EXTINQUISHER CABINET(S) MOUNTED 48" TO CENTER OF CABINET(S) ABOVE FINISHED FLOOR LEVEL WITH MAXIMUM 4" PROJECTION FROM THE WALL. AN ADDITIONAL 2A:20BC EXTINGUISHER WILL BE REQUIRED NO MORE THAN 75' OF TRAVEL FROM ANY PORTION OF FUELING LOCATIONS. EXACT LOCATIONS OF EXTINGUISHERS SHALL BE DETERMINED BY FIELD INSPECTOR.

NO HAZARDOUS MATERIALS WILL BE STORED AND/OR USED WITHIN THE BUILDING WHICH EXCEED THE QUANTITIES LISTED IN THE CBC TABLES 307.1(1) & 307.1(2).

WHERE PERMANENT IDENTIFICATION IS PROVIDED FOR ROOMS ANS SPACES, RAISED LETTERS SHALL ALSO BE PROVIDED AND SHALL BE ACCOMPANIED BY BRAILLE. SECTION 1117B.5 ALL SIGNAGE REQUIREMENTS OF SECTION 1117B.5 SHALL BE SATISFIED.

COMPLY WITH CBC SECTION 3303 REGARDING PROTECTION OF PEDESTRIANS DURING CONSTRUCTION.

WALL, FLOOR AND CEILING SHALL NOT EXCEED THE FLAME SPREAD CLASSIFICATIONS IN CBC TABLE 803.9.

ODOR CONTROL SYSTEM TO BE ODOR-ARMOR 420 BY BENZACO SCIENTIFIC ENGINEERED ODOR MANAGEMENT OR APPROVED EQUAL.

ANY DELAYED EGRESS SHALL COMPLY WITH CFC 1010.1.9.7 AND 1010.1.9.9 AS APPLICABLE.

ADDRESS NUMBERS SHALL BE MIN. OF 12 INCHES

# PROJECT SCOPE

COMMERCIAL INTERIOR TENANT IMPROVEMENTS FOR CANNABIS DISPENSARY. SCOPE OF WORK TO INCLUDE:

-REMOVAL CONSTRUCTION OF NON-BEARING WALLS

-CONSTRUCTION OF EXTERIOR BEARING WALLS

-HVAC

-ELECTRICAL

-PLUMBING

# DEFERRED SUBMITTALS

- SIGNAGE
- SPRINKLER
- FIRE ALARM

# PROJECT DATA

## 1 - ADMINISTRATION

A. ALL WORK SHALL BE IN CONFORMANCE WITH THE CODES IDENTIFIED IN THE GOVERNING CODES SECTION LISTED BELOW.

2022 CALIFORNIA BUILDING CODE AND JURISDICTIONAL AMENDMENTS
2022 CALIFORNIA MECHANICAL CODE AND JURISDICTIONAL AMENDMENTS
2022 CALIFORNIA PLUMBING CODE AND JURISDICTIONAL AMENDMENTS
2022 CALIFORNIA ELECTRICAL CODE AND JURISDICTIONAL AMENDMENTS
2022 CALIFORNIA GREEN BUILDING STANDARDS CODE AND JURISDICTIONAL AMENDMENTS
2022 CALIFORNIA FIRE CODE AND JURISDICTIONAL AMENDMENTS
2022 CALIFORNIA ENERGY CODE AND JURISDICTIONAL AMENDMENTS

CITY OF WILDOMAR MUNICIPAL CODES AND ORDINANCES

ALL FINISHES SHALL COMPLY WITH CBC CHAPTER 8, TABLE 803.9

B. ACCESSIBILITY REQUIREMENTS PER THE FEDERAL ADA, ANSI 117.1-2003 AND 2022 CBC OR AS AMENDED BY STATE OR LOCAL REGULATIONS, WHICHEVER IS MOST RESTRICTIVE

## 3 - OCCUPANCY

A. PRIMARY OCCUPANCY (CHAPTER 3): M OCCUPANCY

**B. OCCUPANCY GROUP**

OCCUPANT LOAD (REFER TO A1.5 EGRESS PLAN FOR DETAILED OCCUPANT LOAD)

| ROOM NAME | AREA (NET) | OCCUPANT LOAD |
|---|---|---|
| RECEPTION: | 268 SF/60 | 5 OCCUPANTS |
| OFFICE #1: | 190 SF/60 | 4 OCCUPANTS |
| RETAIL: | 1,188 SF/60 | 20 OCCUPANTS |
| STORAGE: | 283 SF/300 | 1 OCCUPANT |
| BREAKROOM: | 168 SF/15 | 12 OCCUPANTS |
| OFFICE #2 | 56 SF/60 | 1 OCCUPANTS |
| RESTROOM: | 51 SF | ACCESSORY USE |
| TOTAL: | 2,204 SF | 43 OCCUPANTS |

EXIT
REQUIRED: 1 EXITS
PROPOSED : 2 EXITS

PERMITTED EXIT ACCESS TRAVEL DISTANCE: 250 FT FOR MERCANTILE (TABLE 1017.2)
PROPOSED EXIT ACCESS TRAVEL DISTANCE: 92 FEET

## 4 - BUILDING & SITE DATA

A. CONSTRUCTION TYPE (CHAPTER 5): V-B
B. FULLY SPRINKLERED PER CHAPTER 9: YES
C. PROJECT AREA: 2,275 SF (GROSS SF)
D. NUMBER OF STORIES: 1 STORY
E. SITE ACREAGE: 1.01 ACRES
F. LEGAL DESCRIPTION:
1.01 ACRES IN PARS 1 & 2 PM 010/039 PM 5335
APN: 366-160-070

G. NUMBER OF PARKING (WILDOMAR MUNICIPAL CODE)

| BUSINESS | PARKING REQUIREMENT | REQ'D PARKING SPACES |
|---|---|---|
| THE GOODS MARKET/76 GAS STATTION | 1 PER 200 SQ. FT. | 14.2 |
| (PROPOSED) CANNABIS RETAIL | 5.5 PER 1000 SQ. FT. | 12.5 |
| DOMINOS PIZZA | 5.5 PER 1000 SQ. FT. | 7.3 |
| BEST HAIR CUTS AND SKIN CARE | 1 PER 150 SQ. FT. | 8.2 |
| AUDIO WAVES | 4 PER SERVICE BAY | 4.0 |
| TOTAL: | | 46.2 |
| PARKING REQUIRED: | | 47 |
| PARKING CAPACITY: | | 52 |
| SURPLUS (PARKING CAPACITY - PARKING DEMAND) | | 4 |

CONDITIONAL USE PERMIT APPLICATION NUMBER -

## 5 - PLUMBING FIXTURE CALC

PROPOSED OCCUPANCY GROUP: M OCCUPANCY
GROSS SF: 2,275 SF

PLUMBING OCCUPANT LOAD FACTOR (TABLE A OF 2022 CPC CHAPTER 4)
GROUP M: 1/100
PLUMBING OCCUPANT LOAD: 2,275 / 100 = 23 OCCUPANTS

NUMBER OF FACILITIES
REQUIRED: 1 RESTROOM, GENDER NEUTRAL (2022 CPC SECTION 422.2 EXCEPTION 3)
PROVIDED: 1 RESTROOM, GENDER NEUTRAL

# STIIIZY

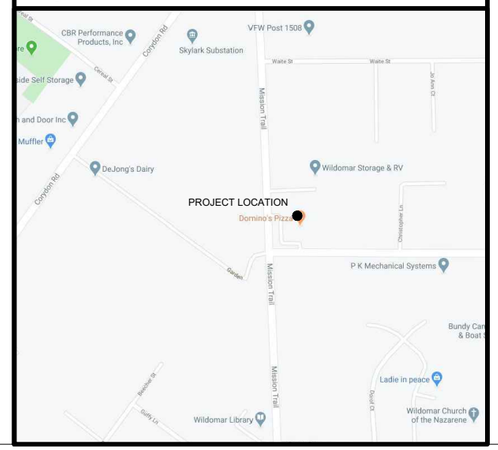
33980 MISSION TRAIL, SUITE A & B
WILDOMAR, CA. 92595

# PROJECT DIRECTORY

APPLICANT:
SHRYNE GROUP
2001 ALAMEDA ST.
LOS ANGELES, CA 90058
ATTN: JAMES KIM

ARCHITECT:
HESTIA ATELIER, LLP
3 PETERS CANYON RD.SUITE 110
IRVINE, CA 92606
PHONE: (949) 230-6006
EMAIL: HIDE.IWAGAMI@HESTIAATELIER.COM
ATTN: HIDE IWAGAMI

# VICINITY MAP




# SHEET INDEX

| | SHEET TITLE | PLAN CHECK |
|---|---|---|
| **ARCHITECTURAL** | | |
| T1.0 | TITLE SHEET | |
| A1.0 | SITE PLAN | |
| A1.1 | RADIUS MAP (100') | |
| A1.2 | RADIUS MAP (600') | |
| A1.3 | PHOTOMETRIC PLAN | |
| A2.0 | PROPOSED FLOOR PLAN | |
| A2.1 | SECURITY PLAN | |
| A3.0 | NOT USED | |
| A4.0 | INTERIOR ELEVATIONS | |
| A4.1 | INTERIOR ELEVATIONS | |
| A4.2 | INTERIOR ELEVATIONS | |
| A5.0 | INTERIOR RENDERINGS | |
| A5.1 | INTERIOR RENDERINGS | |


HESTIA ATELIER
3 PETERS CANYON RD SUITE 110
IRVINE, CA. 92606

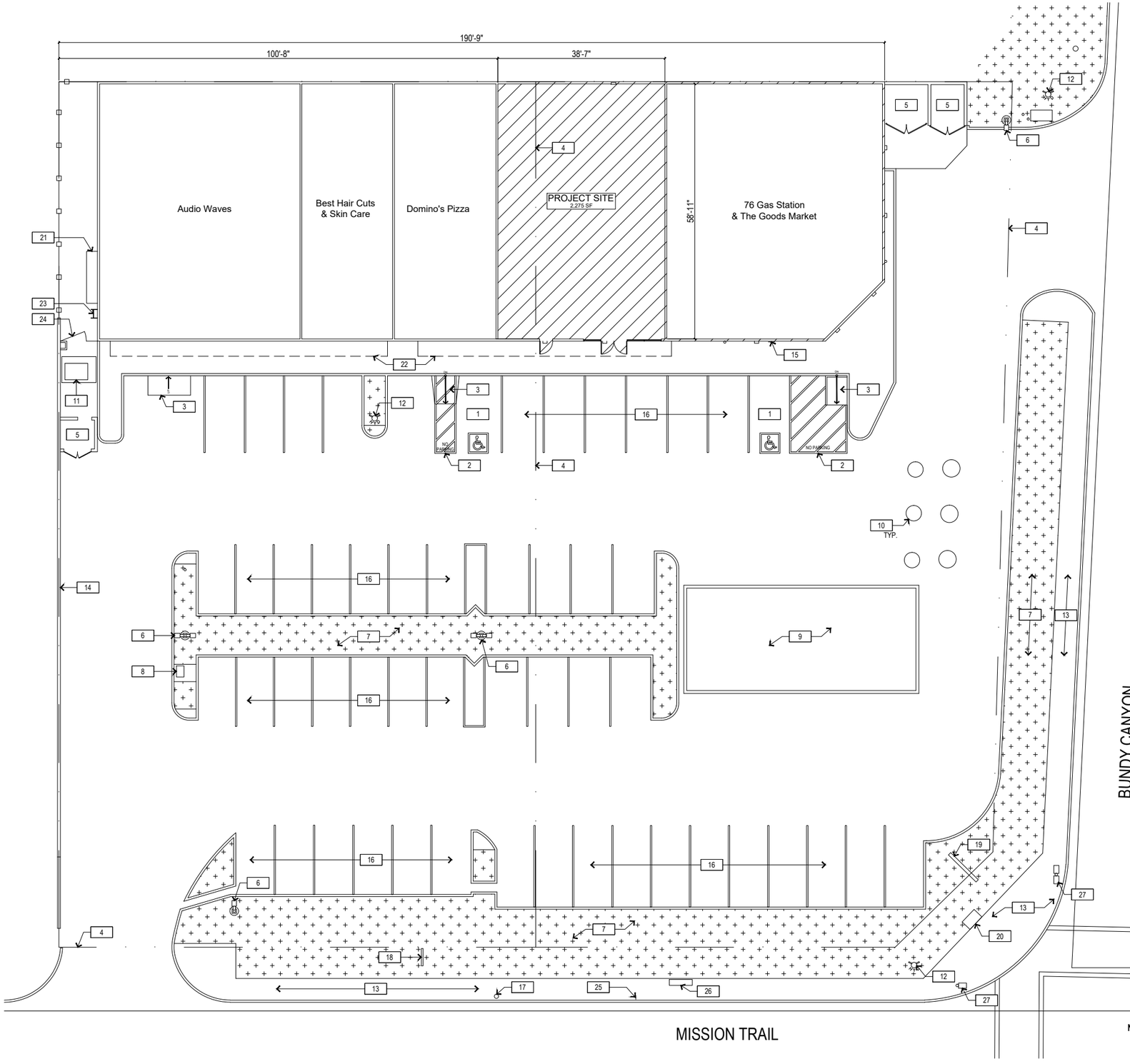

LICENSED ARCHITECT
C-34970
REN. 09/30/25
STATE OF CALIFORNIA

33980 MISSION TRAIL
WILDOMAR, CA 92595

CUP Number
Plan Check Number

TITLE SHEET

SHEET
T1.0




## KEYNOTES

| | |
|---|---|
| 1 | EXISTING ACCESSIBLE PARKING |
| 2 | EXISTING ACCESSIBLE LOADING AREA |
| 3 | EXISTING CURB RAMP |
| 4 | PROPERTY LINE |
| 5 | EXISTING TRASH ENCLOSURE |
| 6 | EXISTING PARKING LIGHT |
| 7 | EXISTING LANDSCAPING |
| 8 | EXISTING MAILBOX CABINET |
| 9 | EXISTING GAS STATION CANOPY STRUCTURE |
| 10 | EXISTING GAS STATION MANHOLE |
| 11 | EXISTING TRANSFORMER BOX |
| 12 | EXISTING FIRE HYDRANT |
| 13 | EXISTING SIDEWALK |
| 14 | EXISTING CMU SITE WALL |
| 15 | EXISTING ACCESSIBLE PARKING SIGNAGE |
| 16 | EXISTING PARKING |
| 17 | EXISTING POWER POLE |
| 18 | EXISTING TENANT SIGNAGE |
| 19 | EXISTING GAS STATION SIGNAGE |
| 20 | EXISTING TRAFFIC SIGNAL CABINET |
| 21 | EXISTING SWITCHBOARD CABINET |
| 22 | EXISTING AWNING STRUCTURE ABOVE |
| 23 | EXISTING ROOF ACCESS LADDER |
| 24 | EXISTING ACCESS GATE |
| 25 | EXISTING BUS STOP SIGN |
| 26 | EXISTING BUS STOP BENCH |
| 27 | EXISTING STREET TRAFFIC LIGHTS |

**SITE PLAN** 1" = 25'-0" (1)



185
HESTIA ATELIER
3 PETERS CANYON RD SUITE 110
IRVINE, CA. 92606

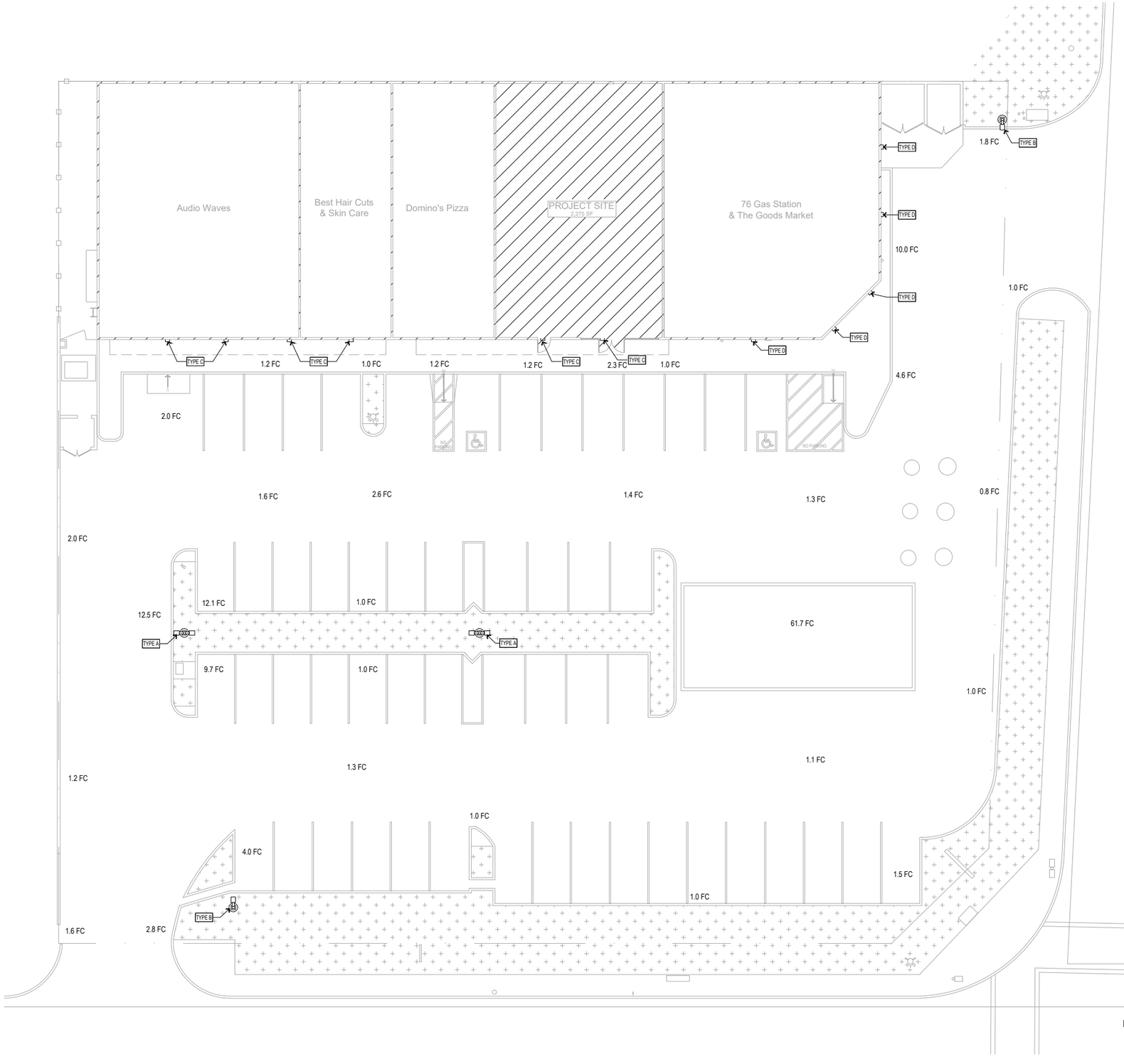
LICENSED ARCHITECT
C-34970
REN. 09/30/25
STATE OF CALIFORNIA

33980 MISSION TRAIL
WILDOMAR, CA 92595

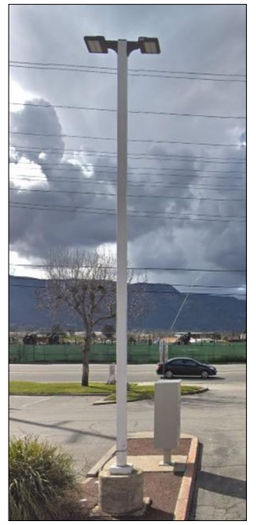
SITE PLAN

CUP Number
Plan Check Number

SHEET
A1.0




## EXISTING LIGHTING TYPE LEGEND



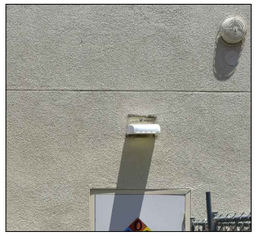
LIGHTING TYPE A



LIGHTING TYPE B

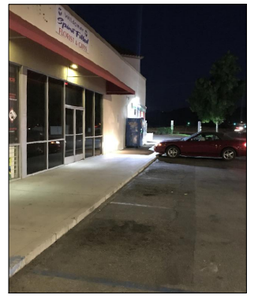


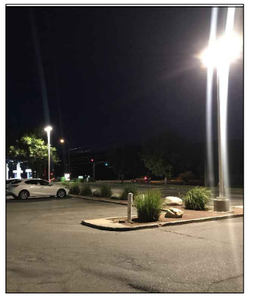
LIGHTING TYPE C

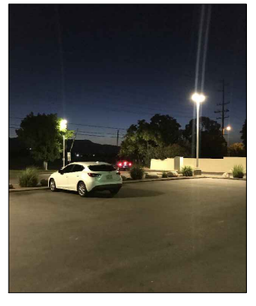


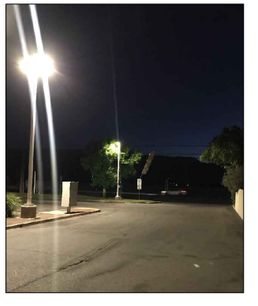
LIGHTING TYPE D

## NIGHT PHOTOS










HESTIA ATELIER
3 PETERS CANYON RD SUITE 110
IRVINE, CA. 92606

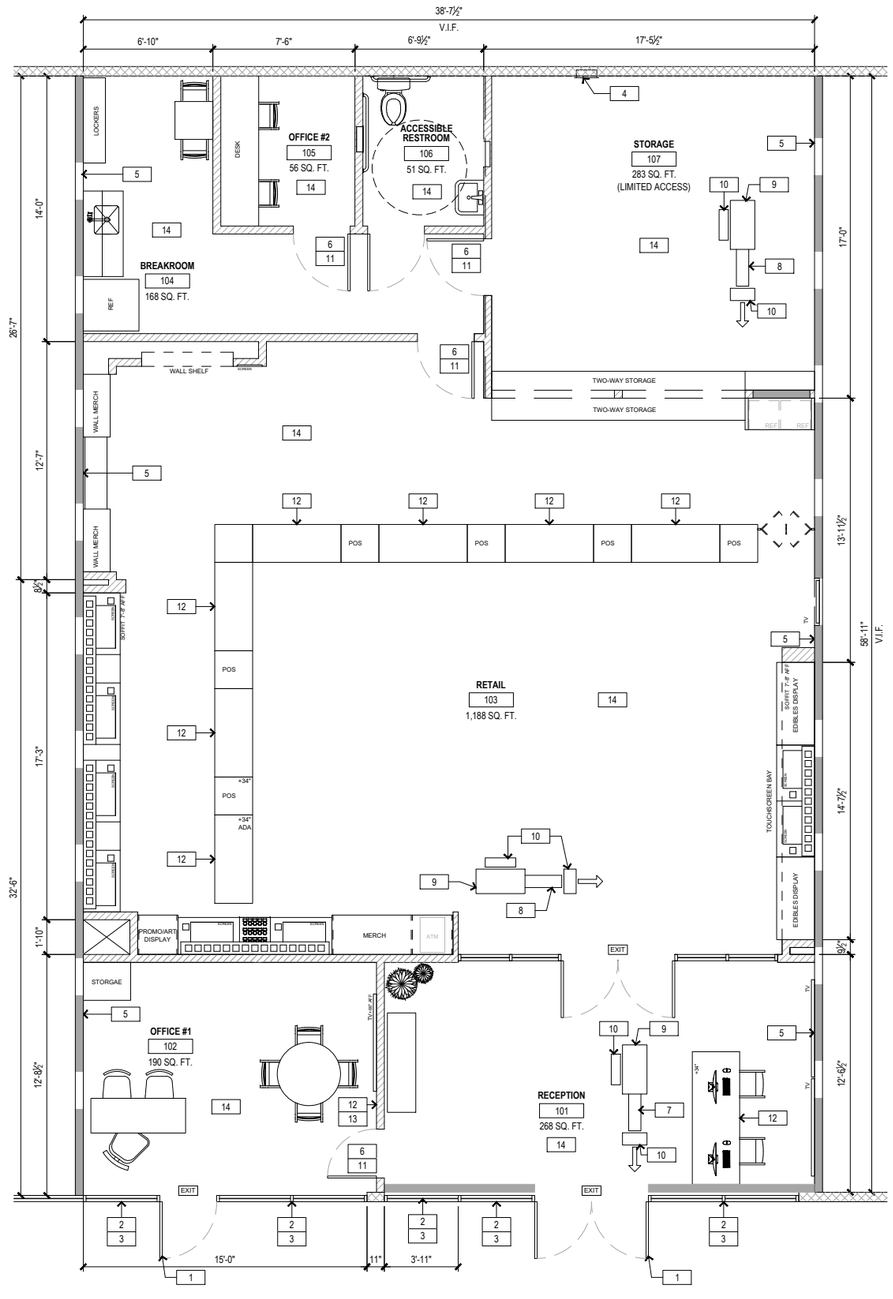

LICENSED ARCHITECT
C-34970
REN. 09/30/25
STATE OF CALIFORNIA

33980 MISSION TRAIL
WILDOMAR, CA 92595

PHOTOMETRIC PLAN

CUP Number
Plan Check Number

SHEET
A1.3




## KEYNOTES

1. EXISTING STOREFRONT DOOR TO REMAIN
2. EXISTING STOREFRONT MULLIONS AND GLAZING TO REMAIN
3. ALARM CONTACTS
4. EXISTING ELECTRICAL PANEL TO REMAIN
5. EXISTING DEMISING WALL TO REMAIN
6. MAGNETIC LOCK
7. CAN-FAN Q MAX 6: 400 CFM MAX SET TO 271 CFM (SPEED 3)
8. CAN-FAN Q MAX 6: 400 CFM MAX SET TO 400 CFM (SPEED 1)
9. CAN-FAN LITE FILTER MINI 6" X 16" 420 CFM
10. OPEN GRILL (TITUS 50F OR EQUAL)
11. FOB LOCK
12. HOLD UP DEVICE (PANIC BUTTON)
13. ALARM CONTROL PANEL
14. EMERGENCY LIGHTING

## ODOR CONTROL CALCULATOR

| Air Changes Customer Sales Floor | | | | | |
|---|---|---|---|---|---|
| Room Area | 1188 | FT2 | | | |
| Height | 12 | FT | CFM Proposed | 400 | CFM |
| Room Volume | 14256 | FT3 | Complete Room Change Over Every: | 35.6 | Minutes |

| Air Changes Reception | | | | | |
|---|---|---|---|---|---|
| Room Area | 268 | FT2 | | | |
| Height | 9.4 | FT | CFM Proposed | 271 | CFM |
| Room Volume | 2519.2 | FT3 | Complete Room Change Over Every: | 9.3 | Minutes |

| Air Changes Storage | | | | | |
|---|---|---|---|---|---|
| Room Area | 283 | FT2 | | | |
| Height | 9.4 | FT | CFM Proposed | 400 | CFM |
| Room Volume | 2660.2 | FT3 | Complete Room Change Over Every: | 6.7 | Minutes |

## LEGEND

- EXISTING EXTERIOR WALL
- EXISTING NON-BEARING WALL
- EXISTING DEMISING WALL
- NEW NON-BEARING WALL

N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PROPOSED FLOOR PLAN

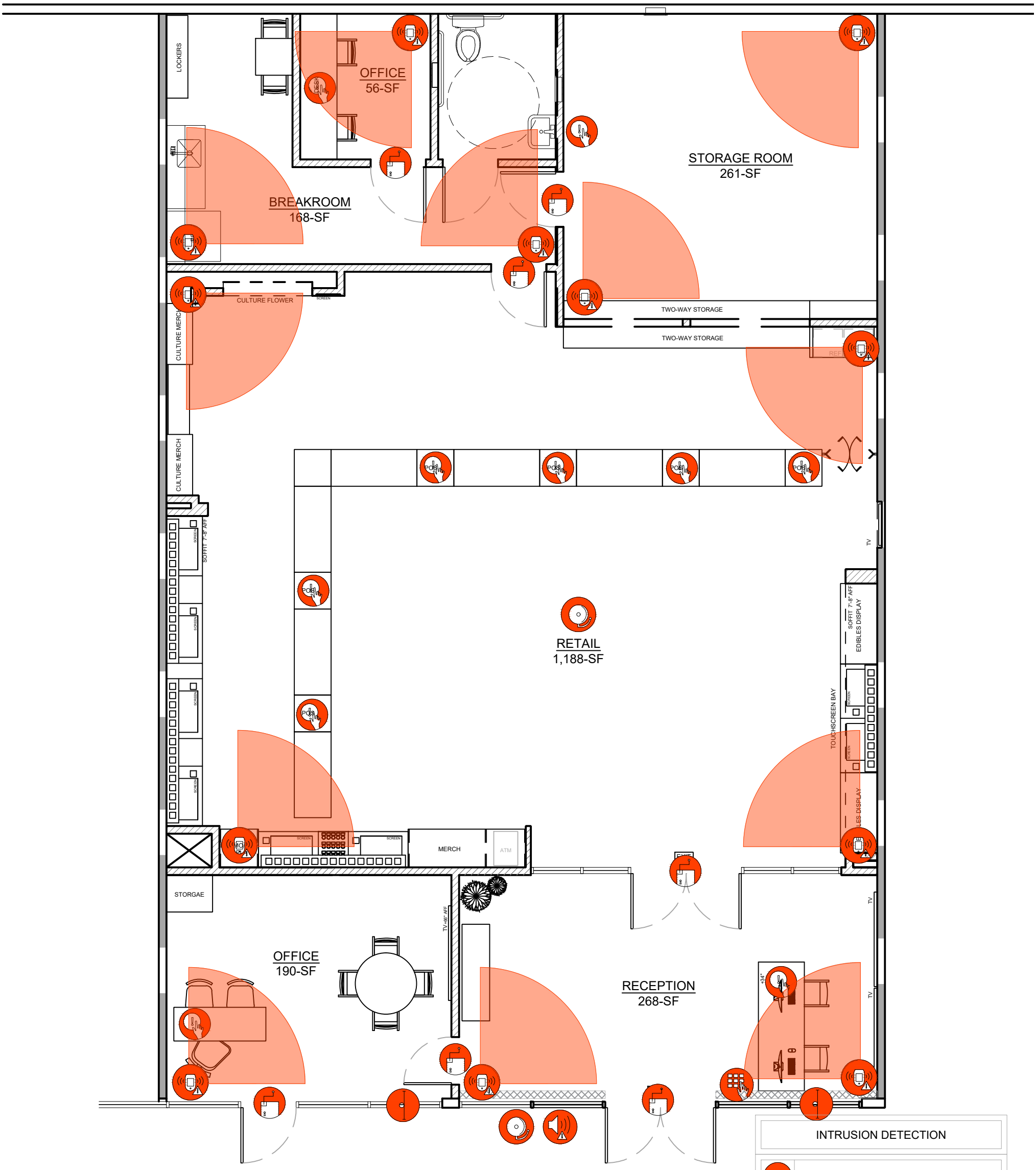
CUP Number
Plan Check Number

SHEET
A2.0



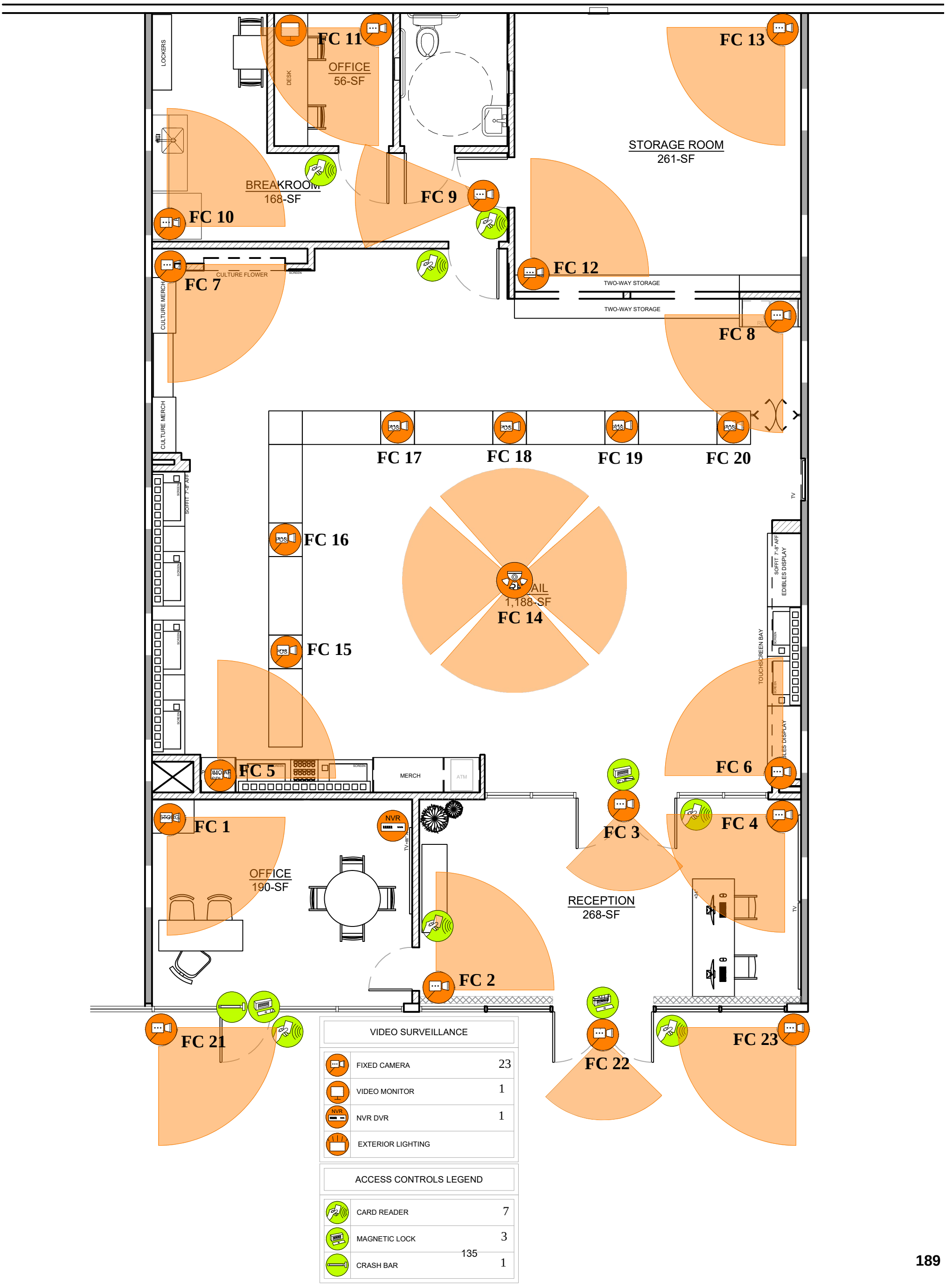
PROPOSED FLOOR PLAN 1/8" = 1'-0" 1

# SECURITY ALARM PLAN



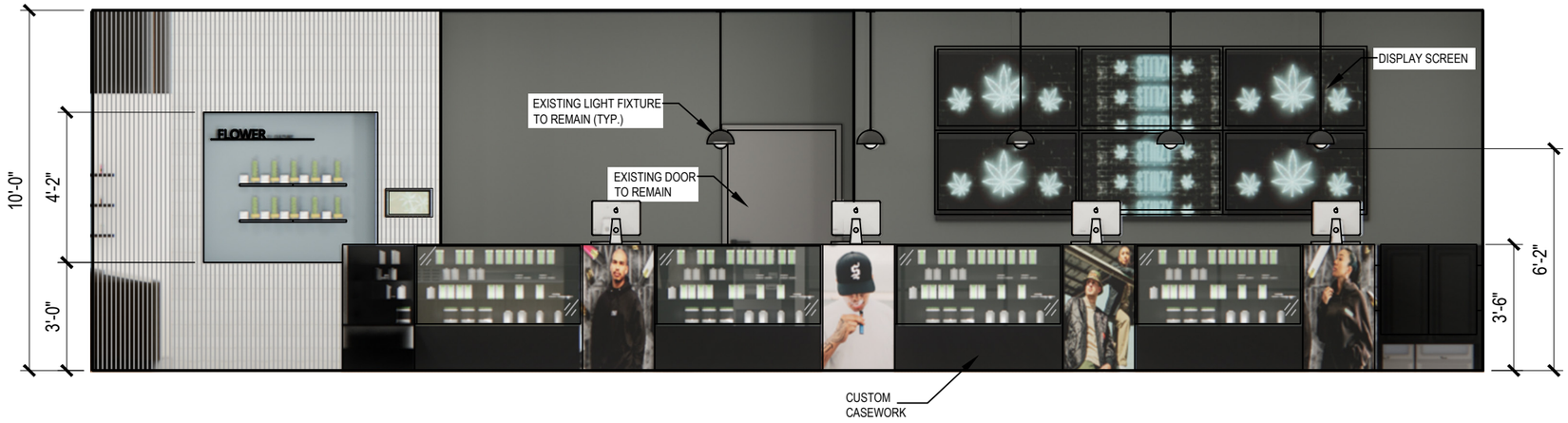

| INTRUSION DETECTION | |
|---|---|
| MOTION DETECTOR | 12 |
| GLASS BREAK DETECTOR | 2 |
| ALARM KEYPAD | 1 |
| AUDIBLE ALARM | 2 |
| PANIC BUTTON | 10 |
| DOOR CONTACT | 7 |
| 2-WAY SPEAKER MEGAPHONE | 1 |

# SECURITY CAMERA PLAN



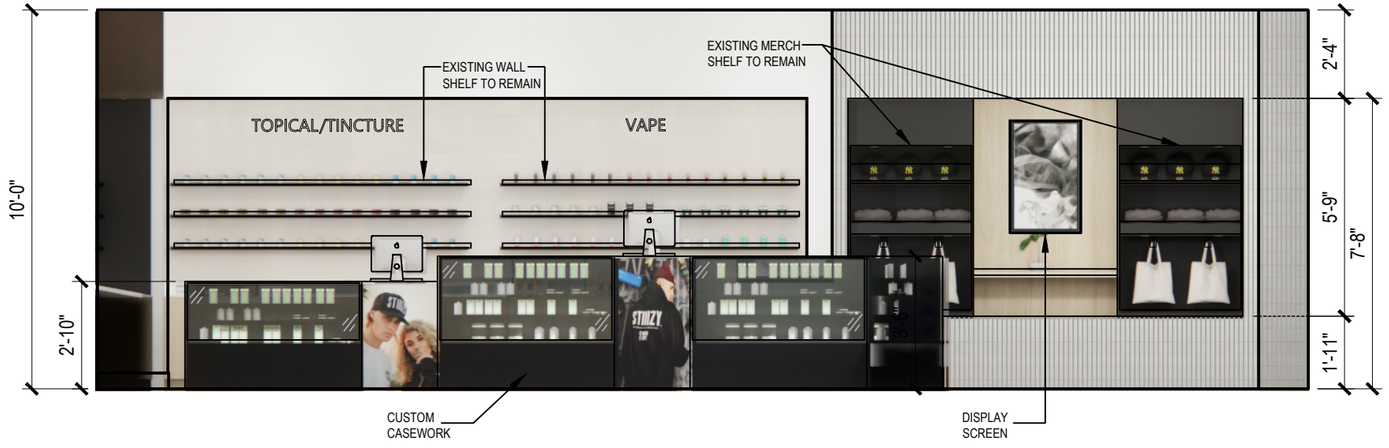

| VIDEO SURVEILLANCE | |
|---|---|
| FIXED CAMERA | 23 |
| VIDEO MONITOR | 1 |
| NVR DVR | 1 |
| EXTERIOR LIGHTING | |

| ACCESS CONTROLS LEGEND | |
|---|---|
| CARD READER | 7 |
| MAGNETIC LOCK | 3 |
| CRASH BAR | 1 |




## EAST RETAIL ELEVATION

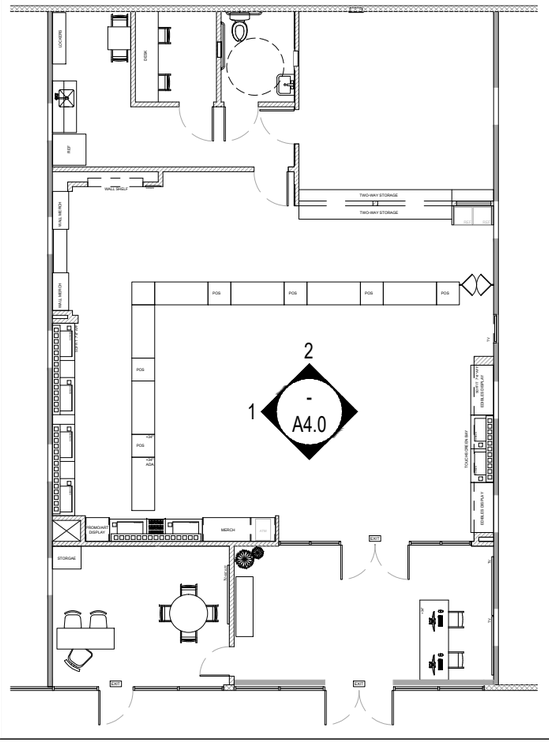
1/4"= 1'-0"




## NORTH RETAIL ELEVATION

1/4"= 1'-0"

2 KEYPLAN





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LICENSED ARCHITECT
C-34970
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33980 MISSION TRAIL
WILDOMAR, CA 92595

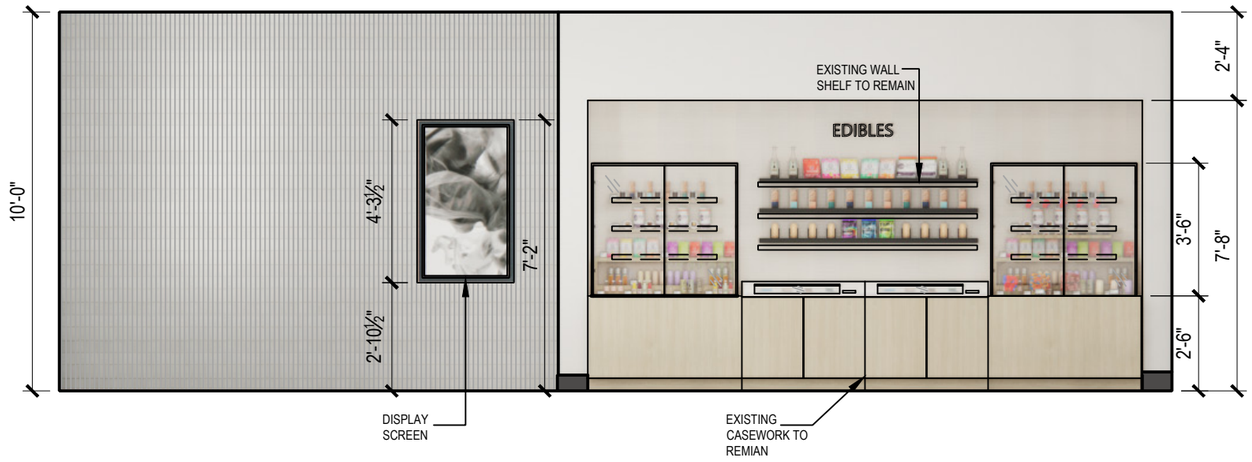
INTERIOR ELEVATIONS

CUP Number
Plan Check Number

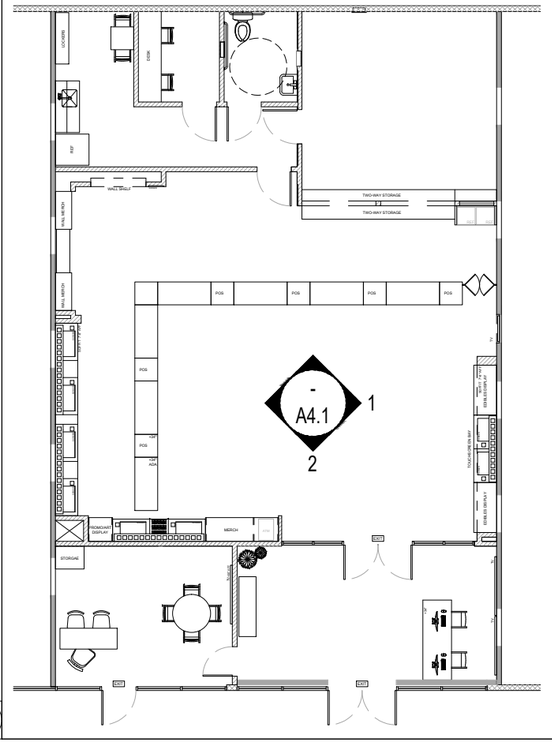
SHEET
A4.0




**WEST RETAIL ELEVATION** 1/4"= 1'-0"




**SOUTH RETAIL ELEVATION** 1/4"= 1'-0"




2 KEYPLAN

HESTIA ATELIER
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LICENSED ARCHITECT
C-34970
REN. 09/30/25
STATE OF CALIFORNIA

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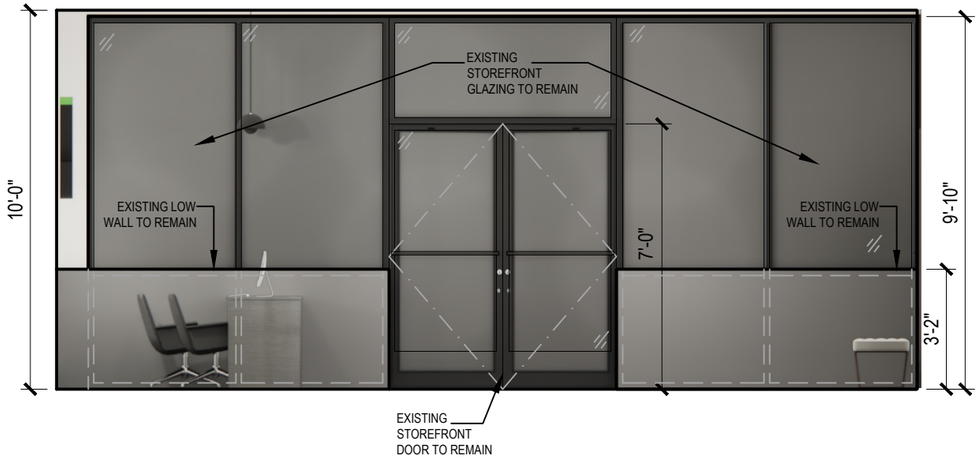
WILDOMAR, CA 92595

INTERIOR ELEVATIONS

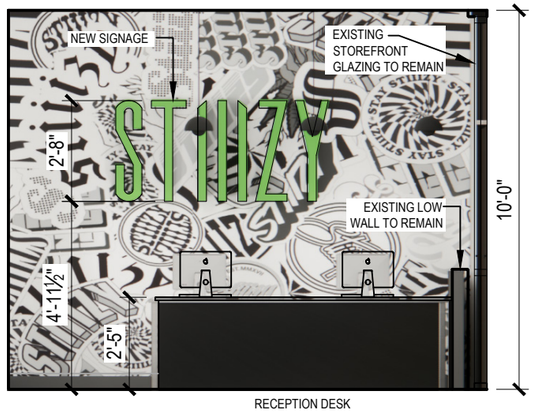
CUP Number
Plan Check Number

SHEET
A4.1




## WEST RECEPTION ELEVATION

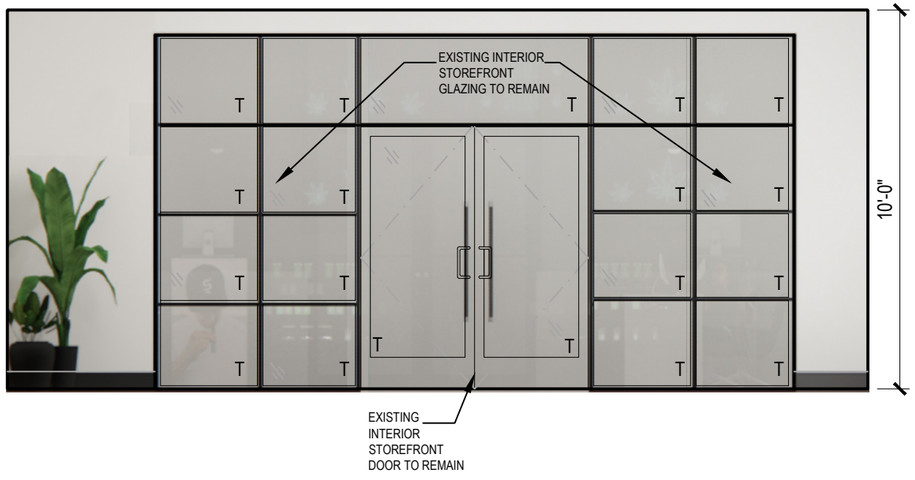
1/4"= 1'-0" (4)




RECEPTION DESK

## SOUTH RECEPTION ELEVATION

1/4"= 1'-0" (3)




## EAST RECEPTION ELEVATION

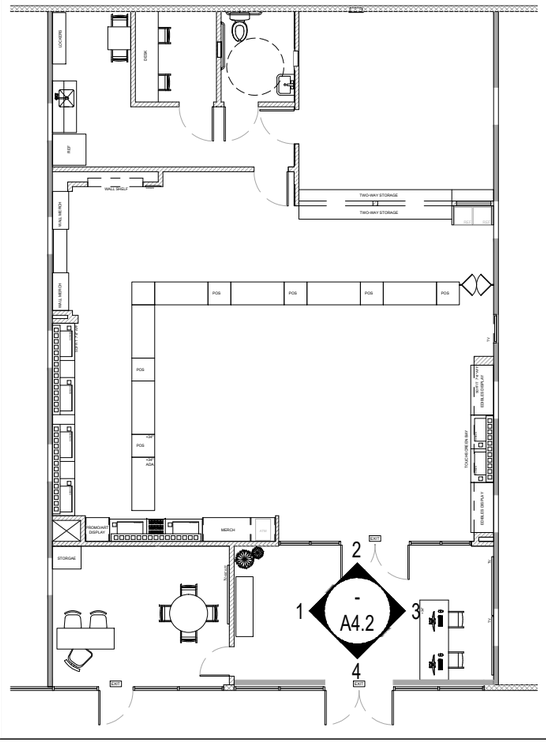
1/4"= 1'-0" (2)




## NORTH RECEPTION ELEVATION

1/4"= 1'-0" (1)

KEYPLAN





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LICENSED ARCHITECT
C-34970
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33980 MISSION TRAIL
WILDOMAR, CA 92595

INTERIOR ELEVATIONS

CUP Number
Plan Check Number

SHEET
A4.2

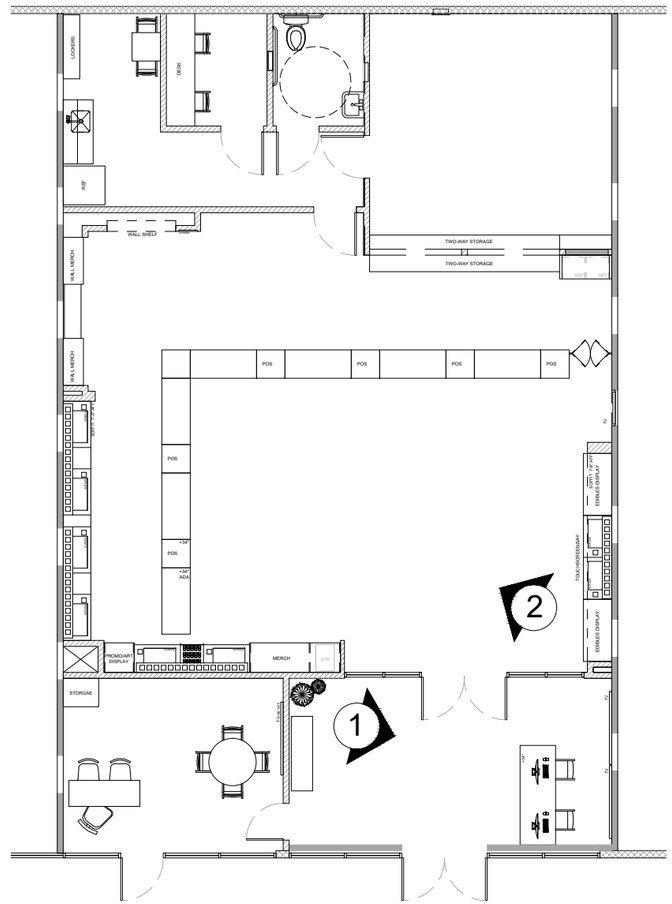



**INTERIOR RENDERING** N.T.S. 2




**INTERIOR RENDERING** N.T.S. 1

KEY PLAN





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STATE OF CALIFORNIA

33980 MISSION TRAIL
WILDOMAR, CA 92595

INTERIOR RENDERINGS

CUP Number
Plan Check Number

SHEET
A5.0

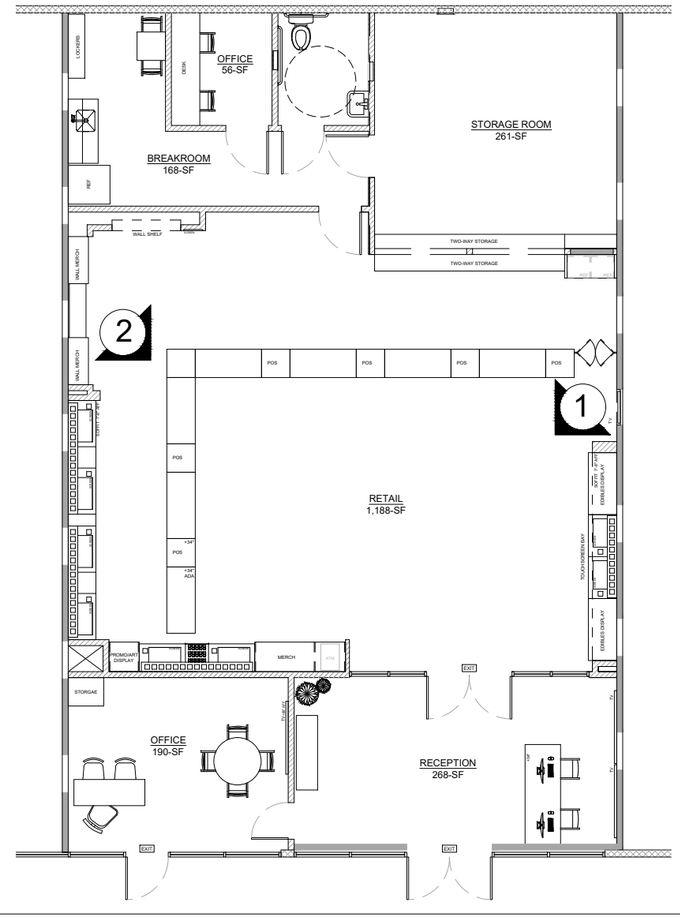



INTERIOR RENDERING | N.T.S. | 2




INTERIOR RENDERING | N.T.S. | 1

KEY PLAN

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WILDOMAR, CA 92595

INTERIOR RENDERINGS

CUP Number
Plan Check Number

SHEET
A5.1

**CITY OF WILDOMAR – CITY COUNCIL**
**Agenda Item #2.1**
**PUBLIC HEARING**
**Meeting Date: December 16, 2020**

**TO:** Mayor and Council Members

**FROM:** Matthew Bassi, Planning Director

**SUBJECT:** **Culture Cannabis Club Proposal (PA No. 20-0078):**
A proposal to establish a retail cannabis business located at 33980 Mission Trail, Suite #A (APN: 366-160-070).

## STAFF REPORT

**RECOMMENDATION:**
The Planning Commission recommends the City Council take the following actions:

1. Adopt a Resolution entitled:

RESOLUTION NO. 2020 - ____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING CATEGORICAL EXEMPTION IN ACCORDANCE WITH SECTION 15301 (CLASS 1) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), AND APPROVING CONDITIONAL USE PERMIT NO. 20-0078, SUBJECT TO CONDITIONS, TO ESTABLISH A RETAIL CANNABIS BUSINESS WITHIN AN EXISTING 1,440 SQUARE-FOOT RETAIL LEASE SPACE WITHIN THE C-1/C-P ZONE LOCATED AT 33980 MISSION TRAIL, SUITE #A (APN: 366-160-070)

2. Introduce and approve first reading of an Ordinance entitled:

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 DEVELOPMENT AGREEMENT NO. 20-0078 TO ESTABLISH A RETAIL CANNABIS BUSINESS WITHIN AN EXISTING 1,440 SQUARE-FOOT RETAIL LEASE SPACE WITHIN THE C-1/C-P ZONE LOCATED AT 33980 MISSION TRAIL, SUITE #A (APN: 366-160-070)

**PROJECT DESCRIPTION:**

The Applicant (Culture Holdings of Wildomar, Inc., Ms. Macy Newall) seeks to establish a retail cannabis business within an existing 1,440 square-foot retail lease space within the C-1/C-P (General Commercial) zone located at 33980 Mission Trail, Suite #A (APN: 366-160-070). The proposed Cannabis project requires the following applications for review by 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, Class 1) 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. 20-0078 - In accordance with Chapter 17.315.040 of the WMC, the proposal to establish a retail cannabis business within an existing 1,440 square-foot retail lease space within the C-1/C-P (General Commercial) zone requires review of a Conditional Use Permit.

3) Development Agreement No. 20-0078 - In accordance with Chapter 17.315.040 of the WMC, the proposal to establish a retail cannabis business within an existing 1,440 square-foot retail lease space within the C-1/C-P (General Commercial) zone requires review of a Development Agreement.

*Planning Commission Review/Action:*

The Planning Commission reviewed the proposed Culture Cannabis Club CUP/Development Agreement at its November 4, 2020 meeting. After staff's presentation, the Applicant (Devon Julianne, Chief Operating Officer) provided a presentation about the project, including background information, operational needs and safety efforts. There were two (2) public speakers who offered comments in support of the proposed cannabis business. The Planning Commission had a number of questions of the Applicant regarding operations and safety concerns. The Applicant provided detailed responses to each question from the Commission. With no further discussion, the Commission voted 4-0-1 (Filar Absent) to adopt PC Resolution Nos. 2020-29 and 20-0030 recommending City Council adoption of a CEQA Exemption and approval of the proposed Conditional Use Permit and Development Agreement, subject to conditions.

*Project Location/Vicinity:*

The proposed cannabis use will be located in a 10,708 square-foot multi-tenant commercial/retail building located at the northeast corner of Mission Trail and Bundy Canyon Road (33980 Mission Trail, Suite #A (APN: 366-160-070). The retail property is about 1.01 acres and the lease space is 1,440 square feet in size. The vicinity/location map on the following page shows the project site/surrounding area.

## Vicinity / Location Map



*Surrounding Land Uses:*
The project site is currently vacant and surrounded by residential lands to the north and west. There is vacant land to the south. The table on the following page 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 Site** | Vacant | Commercial Retail (CR) | C-1/C-P (General Commercial) |
| **North** | Non-conforming residential dwelling with outdoor storage | Commercial Retail (CR) | C-1/C-P (General Commercial) |
| **South** | Vacant | Light Industrial (LI) | M-SC (Manufacturing Service Commercial) |
| **East** | Vacant | Commercial Retail (CR) | C-1/C-P (General Commercial) |
| **West** | Vacant | Light Industrial (LI) | M-SC (Manufacturing Service Commercial) |

*CEQA Review:*
In accordance with the California Environmental Quality Act (CEQA) Guidelines, the Planning Department evaluated the proposed Conditional Use Permit No. 20-0078 establishing a retail cannabis business within an existing 1,440 square-foot retail lease space as part of a multi-tenant retail building located in the C-1/C-P (General Commercial) zone to determine what level of CEQA environmental review is required. Based on this review, the Planning Department determined that Conditional Use Permit No. 20-0078 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 33980 Mission Trail, Suite #A as part of the cannabis business operations for which building permits will be required. Therefore, Conditional Use Permit No. 20-0078 meets the criteria for this Categorical Exemption. Staff and the Planning Commission are recommending the City Council adopt a Categorical Exemption in accordance with Section 15301 (Existing Facilities, Class 1) of the California Environmental Quality Act Guidelines.

*Local Cannabis License No. 20-0078:*

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 July 13, 2020. The local license cannabis package was distributed to city staff, including the Riverside County Fire and Sheriff's departments.

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 it 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 the city's review of the Local License cannabis package and staff recommendations, the City approved Local License No. 20-0078, subject to conditions on September 24, 2020. While the local license cannabis package does not require Council approval, the information within it is very informative for the 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. A copy of the approved Local License cannabis package is provided in Attachment D.

In accordance with Council Resolution No. 2020-35 (adopted on May 28, 2020), there is a regulatory license fee that will be collected from the Applicant in the amount of $71,307.75. Since the Local License is valid for two (2) years the actual amount collected will be $142,615.60 every 2 years on the anniversary date of the Local License approval. This regulatory fee is non-refundable, and is designed to cover the costs associated with regulating the cannabis industry in the City. The fee incorporates compliance monitoring by all departments and enforcement of City code on both legal and illegal cannabis

businesses in the City limits. It also incorporates the costs of providing a full-time non-uniformed officer to the Cannabis Regulatory Task Force operating out of the Riverside County District Attorney office.

The regulatory license fee may be paid in full upfront at the time of issuance of Occupancy Permits, or if the Applicant chooses, the first regulatory fee may be paid in two (2) equal installments with payment #1 (50%) due at the time of issuance of a Certificate of Occupancy, followed by payment #2 (50%) due within six (6) months after issuance of a Certificate of Occupancy. The amount of the first regulatory licensing fee payment will be prorated based on the amount of time remaining on the 2-year license at the time a Certificate of Occupancy is issued. Beginning in Year #3 and onward, the regulatory license fee of $142,615.60 shall be paid in full concurrently with the renewal of the 2-year Local License application.

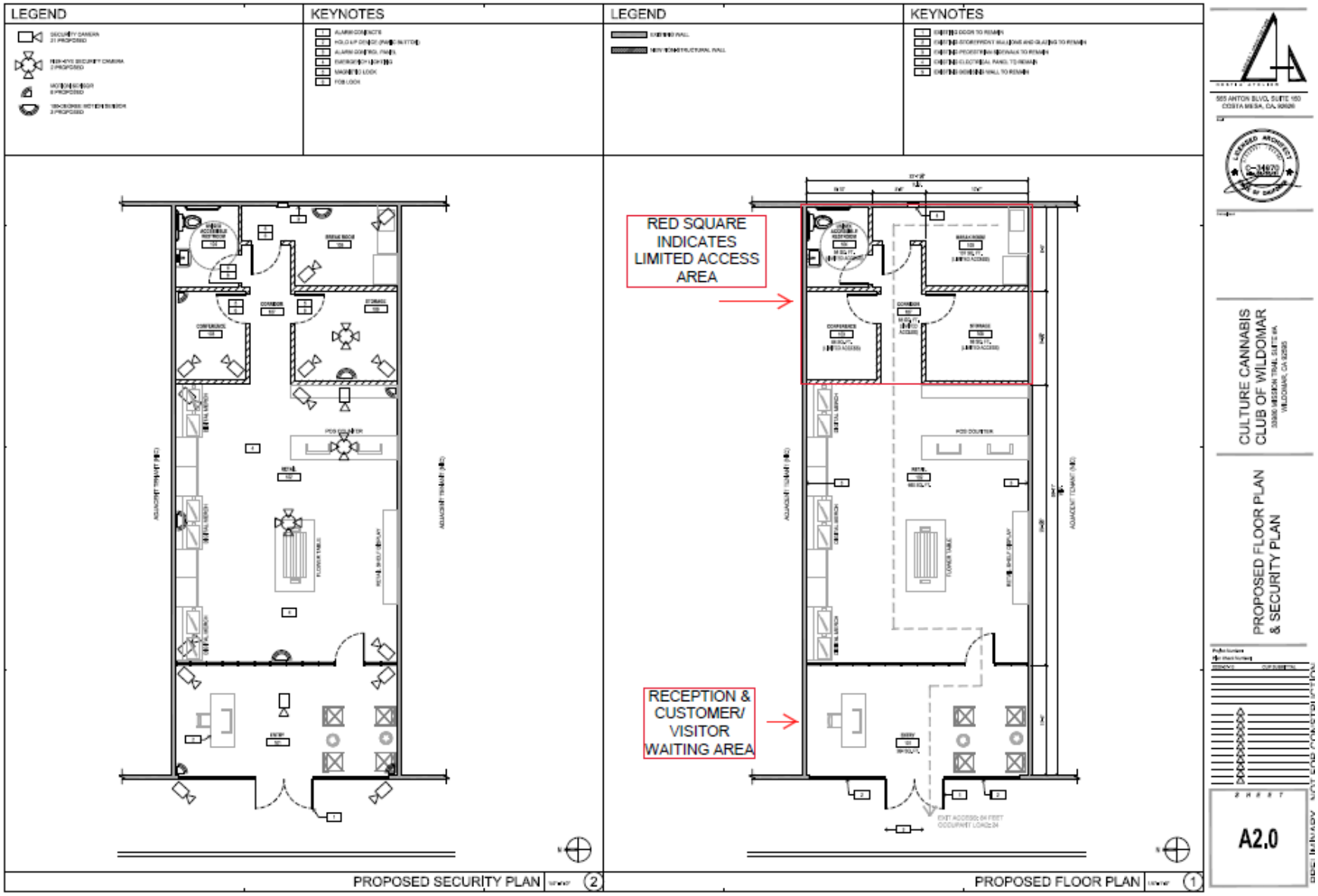
*Conditional Use Permit No. 20-0078:*
In accordance with Chapter 17.315.040 of the WMC, the proposal to establish a retail cannabis business in the existing 1,440 square-foot retail lease space within the C-1/C-P (General Commercial) zone located at 33980 Mission Trail, Suite #A (APN: 366-160-070) requires approval of a Conditional Use Permit. The Applicant submitted their application for a CUP on July 13, 2020. The proposed cannabis use and CUP were evaluated by city staff, including the Riverside County Fire and Riverside County Sheriff's departments. Review of the proposed cannabis use was conducted in accordance with Chapter 17.315 (Cannabis Regulations / 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 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 Culture Cannabis Club, Inc. business model. A copy of the proposed CUP cannabis package is provided in Attachment C.

*Development Agreement No. 20-0078:*
In accordance with Chapter 17.315.040 of the WMC, the proposal to establish a retail cannabis business in the existing 1,440 square-foot retail lease space within the C-1/C-P (General Commercial) zone located at 33980 Mission Trail, Suite #A (APN: 366-160-070) 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 is provided in Attachment B, Exhibit 1.

*Cannabis Use Exhibits:*
The exhibits on the following pages reflect the floor plan and interior and exterior "elevation" exhibits as well as the buffer area maps.

# Interior Floor Plans Exhibit



# Interior Design Elements Exhibit










MOBILE
ORDER



# Exterior Exhibits

PHOTOS OF PROPOSED PREMISE







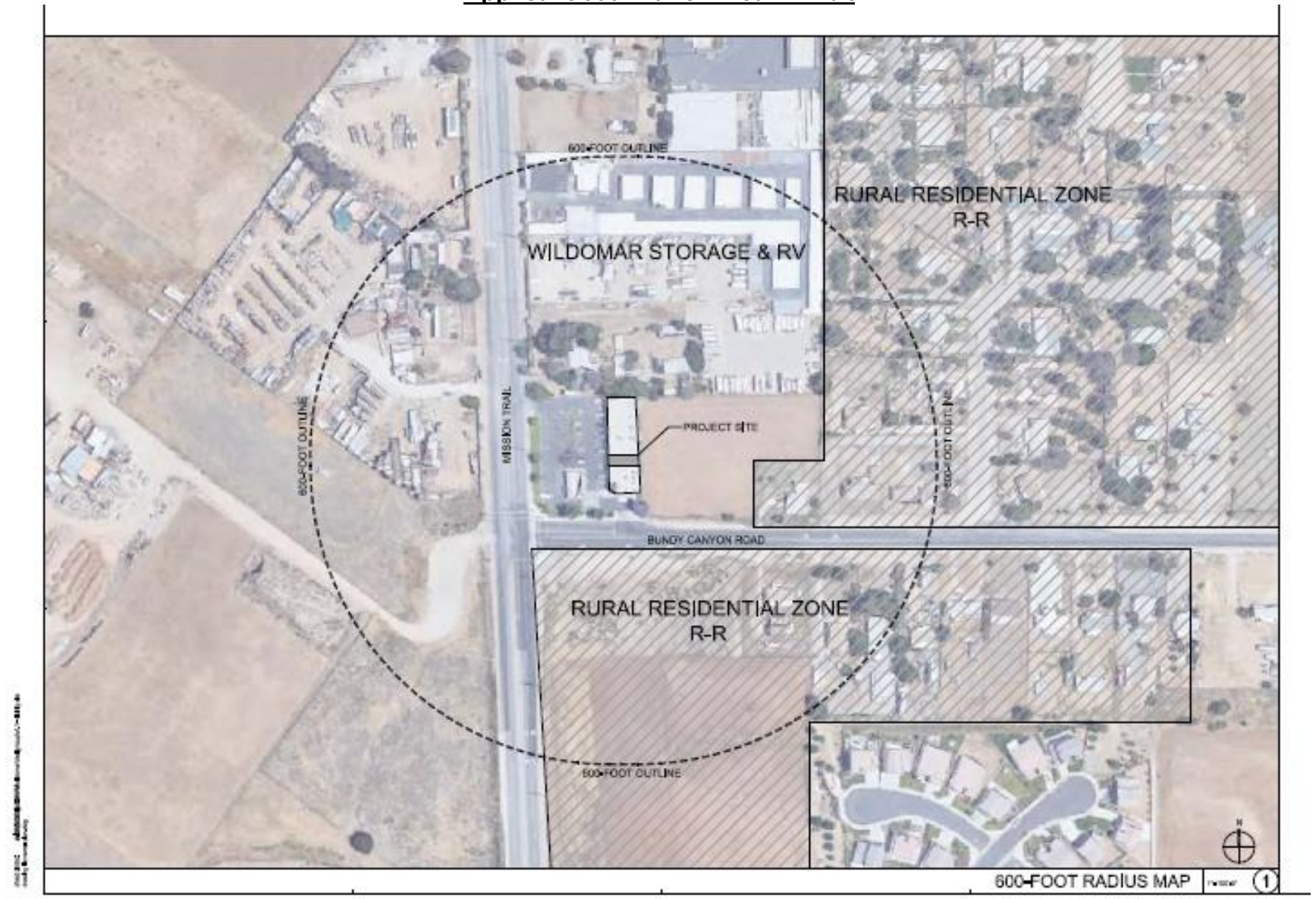




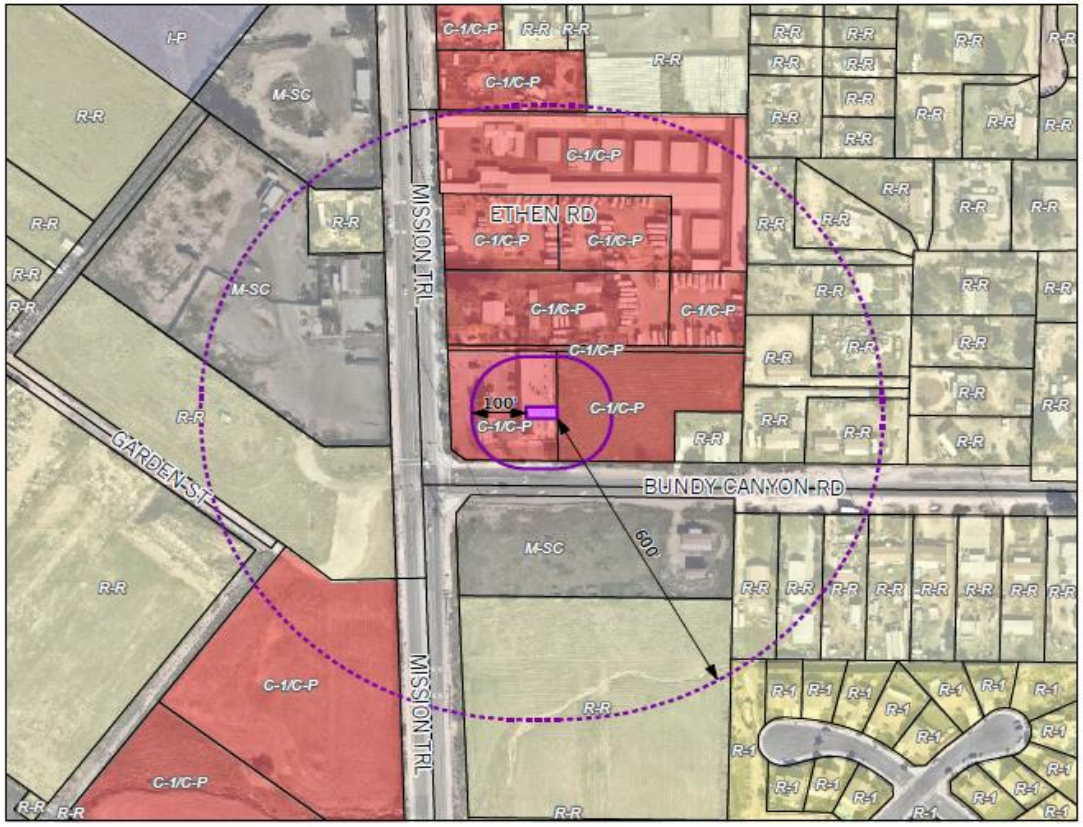

# Applicant 100’ Buffer Area Exhibit



## Applicant 600' Buffer Area Exhibit



## Staff 100’ and 600’ Buffer Area Exhibit (w/zoning of adjacent areas)




### Legend

License Location
License Location 100 ft Buffer
License Location 600 ft Buffer
City Boundary

Buffered Uses
Park
School

Zoning
C-1/C-P (General Commercial)
C-O (Commercial Office)
C-P-S (Scenic Highway Commercial)
I-P (Industrial Park)
M-SC (Manufacturing Service Commercial)
R-1 (One-Family Dwellings)
R-1-1
R-1-11000
R-1-15000
R-1-18000
R-1-20000
R-1-8000
R-3 (General Residential)
R-4 (Planned Residential Zone)
R-5 (Open Area Combining Zone, Res. Dev.)
R-A (Rural Agriculture)
R-A-1
R-A-1/2
R-A-10
R-A-2
R-A-2 1/2
R-A-20000
R-A-5
R-R(Rural Residential)
R-T
SP ZONE
ST
W-1

## PROJECT ANALYSIS / FINDINGS OF FACT:

### *CEQA Findings of Fact:*

In accordance with the California Environmental Quality Act (CEQA) Guidelines, the Planning Department evaluated the proposed Conditional Use Permit No. 20-0078 establishing a retail cannabis business within an existing 1,440 square-foot retail lease space within the C-1/C-P (General Commercial) 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. 20-0078 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 33980 Mission Trail, Suite #A as part of the cannabis business operations for which building permits will be required. Therefore, the Planning Commission has recommend the City Council, in light of the whole record before it, including but not limited to, the Culture Cannabis Club, Inc., the CUP/DA cannabis proposal packages, and all documents incorporated by reference, adopt this Categorical Exemption in accordance with Section 15301 (Existing Facilities, Class 1) of CEQA.

### *Conditional Use Permit No. (CUP) 20-0078 Analysis:*

The CUP cannabis package, like the local license cannabis package, was distributed to city staff, including the Riverside County Fire and Riverside County Sheriff's departments. 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 and parking analysis. 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 is required to submit the following:

- The Applicant shall submit proof that it 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.

Staff's analysis of the CUP Cannabis package was evaluated based on the requirements of Chapter 17.315 (Cannabis Regulations) of the WMC. Ordinance No. 187 was adopted by the City Council, upon recommendation from the Planning Commission on May 28, 2020. Based on staff's review, it has been determined that the proposal by the Applicant to establish a retail cannabis business within an existing 1,440 square-foot retail lease space located at 33980 Mission Trail, Suite #A has met and/or exceeded the standards outlined in this code section. 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 E).

In addition to special operational and use conditions of approval applied to the Local License cannabis package (Attachment D), staff has proposed special operational and use conditions of approval for the CUP (Attachment A, Exhibit 1). The proposed CUP cannabis proposal package is provided for Council consideration in Attachment C. Findings to support approval of CUP No. 20-0078 are provided below.

***Conditional Use Permit No. 20-0078 Findings:***

In accordance with Chapter 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. 20-0078 to establish a retail cannabis business within an existing 1,440 square-foot retail lease space located at 33980 Mission Trail, Suite #A in the City of Wildomar is consistent with the existing general plan land use designation of Commercial Retail (CR) and zoning designation of C-1/C-P (General Commercial) zone. The existing zoning of C-1/C-P which 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 by Culture Holdings of Wildomar, Inc., 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 in the C-1/C-P zone in accordance with Chapter 5.76 of the WMC, and has meet and exceeded all those requirements. Given these facts, the proposed cannabis project 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.

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

Evidence: Conditional Use Permit (CUP) No. 20-0078 to establish a retail cannabis business within an existing 1,440 square-foot retail lease space located at 33980 Mission Trail, Suite #A in the City of Wildomar 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 about each City department, including the Riverside County Fire Department and Riverside County Sheriff's Department, and has been found to be 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. Given these facts, the proposed cannabis project will not be detrimental to the health, safety, or general welfare of the community. Given these facts, the proposed cannabis retail business meets this finding.

***Conditional Use Permit No. 20-0078 – 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, Culture Holdings of Wildomar, Inc., submitted a Cannabis Local License application in accordance with Chapter 5.76 (Commercial Cannabis Licensing) of the WMC on July 13, 2020 to establish a retail cannabis business within an existing 1,440 square-foot retail lease space within the C-1/C-P (General Commercial) zone located at 33980 Mission Trail, Suite #A (APN: 366-160-070). Upon meeting the requirements outlined in Chapter 5.76 of the WMC, the City approved the request and issued the Cannabis Local License on September 24, 2020 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, Culture Holdings of Wildomar, Inc., 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 element 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, Culture Holdings of Wildomar, Inc., 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 element 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, Culture Holdings of Wildomar, Inc., is requesting approval of CUP 20-0078 to establish a retail cannabis business within an existing 1,440 square-foot retail lease space zone located at 33980 Mission Trail, Suite #A (APN: 366-160-070). This site is located within the C-1/C-P (General Commercial) zone which conditionally permits retail cannabis sales. Further as evidenced by the radius map 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 agency. 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 Culture Holdings of Wildomar, Inc.; however, the property owner (The Manske Revocable Trust, Mr. Edwin Manske) must review the agreement and provide a notarized signature. The property owner signature establishes the fact that they are aware of the cannabis proposal.

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 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 1,440 square-foot will generate approximately $28,800 annually to the general fund ($576,000 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 $162,000 annually based on the applicant's estimated annual sales revenue of about $5.4 million dollars. Of course as annual sales increase (or decrease), the revenues will increase (or decrease) proportionately.

- 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 $270,000 annually (for the following 15 years) based on the applicant's estimated annual revenue of about $5.4 million dollars. Of course as annual sales increase (or decrease), the revenues will increase (or decrease) proportionately.

- 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 $108,000. One percent (1%) would be allocated to the general fund and 1% to the Measure AA fund. The City Council has the final authority to approve the Development Agreement. 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 Finding:***

In accordance with Section 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. 20-0078 to o establish a retail cannabis business within an existing 1,440 square-foot retail lease space zone located at 33980 Mission Trail, Suite #A (APN: 366-160-070) 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.

**PUBLIC NOTICING:**

In accordance with Section 17.192 of the Wildomar Municipal Code, the Planning Department on December 2, 2020 gave public notice to all property owners within a 600-foot radius of the project boundary notifying said property owners of the December 16, 2020 City Council meeting at which time the City Council would consider Conditional Use Permit No. 20-0078 and Development Agreement No. 20-0078 to establish the proposed retail cannabis business. In accordance with the CUP application requirements, the Planning Department on December 2, 2020 gave public notice to all business owners/tenants within the retail center located at 33980 Mission Trail notifying said business owners/tenants of the December 16, 2020 City Council meeting at which time the City Council would consider Conditional Use Permit No. 20-0078 and Development Agreement No. 20-0078 to establish the proposed retail cannabis business.

In accordance with Ordinance No. 135, the Planning Department on December 4, 2020 posted a public hearing notice "sign board" along Mission Trial and Bundy Canyon Road street frontages notifying the neighborhood residents of the December 16, 2020 City Council meeting at which time the City Council would consider Conditional Use Permit No. 20-0078 and Development Agreement No. 20-0078 to establish the proposed retail cannabis business. Lastly, in accordance with Chapter 17.04.050 of the Wildomar Municipal Code, the Planning Department, on December 4, 2020 published a legal notice in the Press Enterprise, a local newspaper of general circulation, notifying the general public of the December 16, 2020 City Council meeting at which time the Planning Commission would consider Conditional Use Permit No. 20-0078 to establish the proposed retail cannabis business.

*Public Comments*

Staff has received a number of comments related to the proposed project after the public hearing sign board was posted at the site. While the comments were not directed specifically to this CUP/DA application, there were presented as opposition to cannabis in the city. Please refer to Attachment F.

**FISCAL IMPACTS:**

The Culture Cannabis Club project will not have a fiscal impact on the city's general fund. As discussed in the Development Agreement analysis section above, the use will generate during the first 5 years of operation an amount equal to $298,800 annually. In addition, the Applicant is conditioned to pay the annual regulatory licensing fee of $71,307.75. Since the Local License is valid for two (2) years the actual amount collected will be $142,615.60 every 2 years on the anniversary date of the Local License approval. Since the proposed cannabis use is locating within an existing commercial retail center, the Applicant will not pay the Development Impact Fees or the regional impact fees (i.e., TUMF, MSHCP, SKR). In addition, the project will not be annexed into the city-wide CFD 2013-1 nor pay Measure Z parcel tax fee.

Respectfully Submitted,
Gary Nordquist
City Manager

Reviewed By,
Thomas D. Jex
City Attorney

**ATTACHMENTS:**

A. Council Resolution for CUP 20-0078
   Exhibit 1 - CUP 20-0078 Conditions of Approval Matrix
B. Council Ordinance for Development Agreement 20-0078
   Exhibit 1 – Development Agreement Document
C. CUP Cannabis Proposal Package
D. Local License Approval Package
E. Staff Cannabis Radius Map Exhibit (100' & 600')
F. Public Comments Received

**INCORPORATED HEREIN BY REFERENCE THE FOLLOWING:**

- City of Wildomar General Plan and General Plan EIR
- City of Wildomar Municipal Code (Title 5.76)
- City of Wildomar Zoning Ordinance (Title 17.315)

CULTURE
CANNABIS CLUB




**CONDITIONALLY APPROVED**

- ☐ BY THE PLANNING DEPARTMENT
- ☐ BY THE PLANNING DIRECTOR
- ☐ BY THE PLANNING COMMISSION
- ☒ BY THE CITY COUNCIL

FOR THE CITY OF WILDOMAR ON 11/10/2021

APPLICATION NOS. PA 20-0078(R1)

PLANNER M B

SIGNATURE Matthew Bassi

# CONDITIONAL USE PERMIT APPLICATION
# CUP 20-0078(R1)

## COMMERCIAL CANNABIS RETAIL STORE-FRONT

***CULTURE HOLDINGS OF WILDOMAR, INC.***

***DBA "CULTURE CANNABIS CLUB"***

**CITY OF WILDOMAR, CALIFORNIA**

**September 2021**

# CONTACT PAGE

APPLICANT
CULTURE HOLDINGS OF WILDOMAR, INC.

DBA “CULTURE CANNABIS CLUB”
[OWNERS] CHRISTOPHER FRANCY, JULIE LE, MACY NEWELL

PROPOSED SITE ADDRESS
33980-33982 MISSION TRAIL, SUITE A - B, WILDOMAR 92595
APN: 366160070

CONTACTS
CHRISTOPHER FRANCY:
CANNACHRIS@YAHOO.COM
714.642.8320

CULTURE
CANNABIS CLUB

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# AUTHORIZATION LETTER FROM PROPERTY OWNER & MANAGEMENT COMPANY

June 15, 2021

Edwin E. Manske
P.O.Box 1209
Wildomar, CA
92595

To whom it may concern:

We, Edwin & Janice Manske, the property owners of 33980-82 Mission Trail, Suite A and B, Wildomar, CA 92595, hereby authorize Culture Holdings of Wildomar, Inc. to submit an application for a Local License and a Conditional Use Permit for a commercial cannabis retail store, to be located at 33980-82 Mission Trail, Suite A and B, Wildomar, CA 92595.

Sincerely,

Edwin E Manske

Edwin Manske
Property Owner

Janice Manske

Janice Manske
Property Owner

June 15, 2021

Scout Property Management

Wildomar, CA

To whom it may concern:

I, Grattan Donahue, responsible party for the management of 33980-82 Mission Trail, Suite A and B, Wildomar, CA 92595, hereby authorize Culture Holdings of Wildomar, Inc. to submit an application for a Local License and a Conditional Use Permit for a commercial cannabis retail store, to be located at 33980-82 Mission Trail, Suite A and B, Wildomar, CA 92595.

Sincerely,

Grattan Donahue [Print Name]

Broker [Title]

# PROOF OF LEASE

# COMMERCIAL LEASE

## (General Form)

1. PARTIES.
This Lease is made and entered into this 6th Day of July 2021 by and between The MANSKE Revocable Trust (hereinafter referred to as "Landlord") and Culture Holding of Wildomar, Inc. (hereinafter referred to as "Tenant").

2. PREMISES.
Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, on the terms and conditions hereinafter set forth, that certain real property and the building and other improvements located thereon situated in the City of Wildomar County of Riverside, State of California 92595, commonly known as 33980-2 Mission Trail Units A and B (here insert address) and described as About 2,527 Square Feet of Retail Space (here insert legal description) (said real property is hereinafter called the "Premises").

3. TERM.
The term of this Lease shall be for 5 Years (months/years), commencing on 08-01-2021 and ending on 07-31-2026, unless sooner terminated as hereinafter provided.

4. RENT.
Tenant shall pay to Landlord as rent for the Premises the following sums per month, in advance on the first day of each month during the term of this Lease:
During the first through (e.g. 5th) year of the term of this Lease, the sum of Nine Thousand Five Hundred ($9,500.00) dollars per month;
During the (e.g. 6th) year through the (e.g. 10th) year of the term of this Lease, the sum of See Addendum ($) dollars per month.
During the (e.g. 16th) year through the (e.g. 20th) year of the term of this Lease, the sum of ($) dollars per month.
Tenant shall pay to Landlord upon the execution of this Lease the sum of Nine Thousand Five Hundred Dollars ($9,500.00) dollars as rent for August 2021.
Rent for any period during the term of this Lease which is for less than one (1) month shall be a prorata portion of the monthly installment. Rent shall be payable without notice or demand and without any deduction, off-set, or abatement in lawful money of the United States to the Landlord at the address stated herein for notices or to such other persons or such other places as the Landlord may designate to Tenant in writing.

5. SECURITY DEPOSIT.
Tenant shall deposit with Landlord upon the execution of this Lease the sum of See Addendum ($) dollars as a security deposit for the Tenant's faithful performance of the provisions of this Lease. If Tenant fails to pay rent or other charges due hereunder, or otherwise defaults with respect to any provision of this Lease, Landlord may use the security deposit, or any portion of it, to cure the default or compensate Landlord for all damages sustained by Landlord resulting from Tenant's default. Tenant shall immediately on demand pay to Landlord the sum equal to that portion of the security deposit expended or applied by Landlord which was provided for in this paragraph so as to maintain the security deposit in the sum initially deposited with Landlord. Landlord shall not be required to keep the security deposit separate from its general account nor shall Landlord be required to pay Tenant any interest on the security deposit. If Tenant performs all of Tenant's obligations under this Lease, the security deposit or that portion thereof which has not previously been applied by the Landlord, shall be returned to Tenant within fourteen (14) days after the expiration of the term of this Lease, or after Tenant has vacated the Premises, whichever is later.

6. USE.
Tenant shall use the Premises only for CANNABIS SALES NO GROWING ALLOWED and for no other purpose without the Landlord's prior written consent.
Tenant shall not do, bring or keep anything in or about the Premises that will cause a cancellation of any insurance covering the Premises or the building in which the Premises are located. If the rate of any insurance carried by the Landlord is increased as a result of Tenant's use, Tenant shall pay to Landlord within ten (10) days after written demand from Landlord, the amount of any such increase. Tenant shall comply with all laws concerning the Premises or Tenant's use of the Premises, including without limitation, the obligation at Tenant's cost to alter, maintain, or restore the Premises in compliance and conformity with all laws relating to the condition, use, or occupancy of the Premises by Tenant during the term of this Lease. Tenant shall not use or permit the use of the Premises in any manner that will tend to create waste or a nuisance or, if there shall be more than one tenant of the building containing the Premises, which shall unreasonably disturb any other tenant.
Tenant hereby accepts the Premises in their condition existing as of the date that Tenant possesses the Premises, subject to all applicable zoning, municipal, county and state laws, ordinances, regulations governing or regulating the use of the Premises and accepts this Lease subject thereto and to all matters disclosed thereby. Tenant hereby acknowledges that neither the Landlord nor the Landlord's agent has made any representation or warranty to Tenant as to the suitability of the Premises for the conduct of Tenant's business.

7. TAXES.
(a) Real Property Taxes.
Landlord shall pay all real property taxes and general assessments levied and assessed against the Premises during the term of this Lease. If it shall be Tenant's obligation to pay such real property taxes and assessments hereunder, Landlord shall use its best efforts to cause the Premises to be separately assessed from other real property owned by the Landlord. If Landlord is unable to obtain such a separate assessment, the assessor's evaluation based on the building and other improvements that are a part of the Premises shall be used to determine the real property taxes. If this evaluation is not available, the parties shall equitably allocate the property taxes between the building and other improvements that are a part of the Premises and all buildings and other improvements included in the tax bill. In making the allocation, the parties shall reasonably evaluate the factors to determine the amount of the real property taxes so that the allocation of the building and other improvements that are a part of the Premises will not be less than the ratio of the total number of square feet of the building and other improvements that are a part of the Premises bear to the total number of square feet in all buildings and other improvements included in the tax bill.
Real property taxes attributable to land in the Premises shall be determined by the ratio that the total number of square feet in the Premises bears to the total number of square feet of land included in the tax bill.
(b) Personal Property Taxes.
Tenant shall pay prior to the delinquency all taxes assessed against and levied upon the trade fixtures, furnishings, equipment and other personal property of Tenant contained in the Premises. Tenant shall endeavor to cause such trade fixtures, furnishings and equipment and all other personal property to be assessed and billed separately from the property of the Landlord. If any of Tenant's said personal property shall be assessed with Landlord's property, Tenant shall pay to Landlord the taxes attributable to Tenant within ten (10) days after receipt of a written statement from Landlord setting forth the taxes applicable to Tenant's property.

8. UTILITIES.
Tenant shall make all arrangements and pay for all water, gas, heat, light, power, telephone and other utility services supplied to the Premises together with any taxes thereon and for all connection charges. If any such services are not separately metered to Tenant, the Tenant shall pay a reasonable proportion, to be determined by Landlord, of all charges jointly metered with other premises.

9. MAINTENANCE AND REPAIRS.
(a) Landlord's Obligations.
Except as provided in Article 12, and except for damaged caused by any negligent or intentional act or omission of Tenant, Tenant's agents, employees, or invitees, Landlord at its sole cost and expense shall keep in good condition and repair the foundations, exterior walls, and exterior roof of the Premises. Landlord shall also maintain the unexposed electrical, plumbing and sewage systems including, without limitation, those portions of the systems lying outside the Premises;

INITIAL

TENANT'S OBLIGATIONS

Subject to the provisions of Sub-paragraph (a) above and Article 12, Tenant at Tenant's sole cost and expense shall keep in good order, condition and repair the Premises and every part thereof, including, without limitation, all Tenant's personal property, fixtures, signs, store fronts, plate glass, show windows, doors, interior walls, interior ceiling, and lighting facilities.

If Tenant fails to perform Tenant's obligations as stated herein, Landlord may at its option (but shall not be required to), enter the Premises, after ten (10) days prior to written notice to Tenant, put the same in good order, condition and repair, and the costs thereof together with interest thereon at the rate of ten (10%) percent per annum shall become due and payable as additional rental to Landlord together with Tenant's next rental installment.

10. ALTERATIONS AND ADDITIONS.

(a) Tenant shall not, without the Landlord's prior written consent, make any alterations, improvements or additions in or about the Premises except for non-structural work which does not exceed $1,000.00 in cost. As a condition to giving any such consent, the Landlord may require the Tenant to remove any such alterations, improvements, or additions at the expiration of the term, and to restore the Premises to their prior condition by giving Tenant thirty (30) days written notice prior to the expiration of the term that Landlord requires Tenant to remove any such alterations, improvements or additions that Tenant has made to the Premises. If Landlord so elects, Tenant at its sole cost shall restore the Premises to the condition designated by Landlord in its election before the last day of the term of the Lease.

Before commencing any work relating to the alterations, additions, or improvements affecting the Premises, Tenant shall notify Landlord in writing of the expected date of the commencement of such work so that Landlord can post and record the appropriate notices of non-responsibility to protect Landlord from any mechanic's liens, materialman liens, or any other liens. In any event, Tenant shall pay, when due, all claims for labor and materials furnished to or for Tenant at or for use in the Premises. Tenant shall not permit any mechanic's liens or materialmen's liens to be levied against the Premises for any labor or material furnished to Tenant or claimed to have been furnished to Tenant or Tenant's agents or contractors in connection with work of any character performed or claimed to have been performed on the Premises by or at the direction of Tenant. Tenant shall have the right to assess the validity of any such lien if, immediately on demand by Landlord, Tenant procures and records a lien release bond meeting the requirements of California Civil Code Section 3143 and shall provide for the payment of any sum that the claimant may recover on the claim (together with the costs of suit, if it is recovered in the action).

Unless the Landlord requires their removal as set forth above, all alterations, improvements or additions which are made on the Premises by the Tenant shall become the property of the Landlord and remain upon and be surrendered with the Premises at the expiration of the term. Notwithstanding the provisions of this paragraph, Tenant's trade fixtures, furniture, equipment and other machinery, other than that which is affixed to the Premises so that it cannot be removed without material or structural damage to the Premises, shall remain the property of the Tenant and removed by Tenant at the expiration of the term of this Lease.

11. INSURANCE; INDEMNITY.

(a) Fire Insurance.

Landlord at its cost shall maintain during the term of this Lease on the Premises a policy or policies of standard fire and extended coverage insurance [redacted].

Tenant at its cost shall maintain during the term of this Lease on all its personal property, Tenant's improvements, and alterations in or about the Premises, a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, to the extent of their full replacement value. The proceeds from any such policy shall be used by Tenant for the replacement of personal property or the restoration of Tenant's improvements or alterations.

(b) Liability Insurance.

Tenant at its sole cost and expense shall maintain during the term of this Lease public liability and property damage insurance with a single combined liability limit of [redacted] dollars, and property damage limits of not less than [redacted] dollars, insuring against all liability of Tenant and its authorized representatives arising out of and in connection with Tenant's use or occupancy of the Premises. Both public liability insurance and property damage insurance shall insure performance by Tenant of the indemnity provisions in Sub-paragraph (d) below, but the limits of such insurance shall not, however, limit the liability of Tenant hereunder. Both Landlord and Tenant shall be named as additional insureds, and the policies shall contain cross-liability endorsements. If Tenant shall fail to procure and maintain such insurance the Landlord may, but shall not be required to, procure and maintain same at the expense of Tenant and the cost thereof, together with interest thereon at the rate of ten (10%) percent per annum, shall become due and payable as additional rental to Landlord together with Tenant's next rental installment.

TWO MILLION

TWO HUNDRED THOUSAND

(c) Waiver of Subrogation.

Tenant and Landlord each waives any and all rights of recovery against the other, or against the officers, employees, agents, and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. Each party shall cause each insurance policy obtained by it hereunder to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any such policy.

INITIAL

(d) Hold Harmless.

Tenant shall indemnify and hold Landlord harmless from and against any and all claims arising from Tenant's use or occupancy of the Premises or from the conduct of its business or from any activity, work, or things which may be permitted or suffered by Tenant in or about the Premises including all damage, costs, attorney's fees, expenses and liabilities incurred in the defense of any claim or action or proceeding arising therefrom. Except for Landlord's willful or grossly negligent conduct, Tenant hereby assumes all risk of damage to property or injury to person in or about the Premises from any cause, and Tenant hereby waives all claims in respect thereof against Landlord.

INITIAL

(e) Exemption of Landlord from Liability.

Except for Landlord's willful or grossly negligent conduct, Tenant hereby agrees that Landlord shall not be liable for any injury to Tenant's business or loss of income therefrom or for damage to the goods, wares, merchandise, or other property of Tenant, Tenant's employees, invitees, customers or any other person in or about the Premises; nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents, contractors, or invitees, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air-conditioning, or lighting fixtures, or from any other cause, whether such damage results from conditions arising upon the Premises or upon other portions of the building in which the Premises are a part, or from any other sources or places. Landlord shall not be liable to Tenant for any damages arising from any act or neglect of any other tenant, if any, of the building in which the Premises are located.

12. DAMAGE OR DESTRUCTION.

(a) Damage - Insured.

If, during the term of this Lease, the Premises and/or the building and other improvements in which the Premises are located are totally or partially destroyed rendering the Premises totally or partially inaccessible or unusable, and such damage or destruction was caused by a casualty covered under an insurance policy required to be maintained hereunder, Landlord shall restore the Premises and/or the building and other improvements in which the Premises are located into substantially the same condition as they were in immediately before such damage or destruction, provided that the restoration can be made under the existing laws and can be completed within one hundred twenty (120) working days after the date of such destruction or damage. Such destruction or damage shall not terminate this Lease.

If the restoration cannot be made in said 120 day period, then within fifteen (15) days after the parties hereto determine that the restoration cannot be made in the time stated in this paragraph, Tenant may terminate this Lease immediately by giving notice to Landlord and the Lease will be deemed cancelled as of the date of such damage or destruction. If Tenant fails to terminate this Lease and the restoration is permitted under the existing laws, Landlord, at its option, may terminate this Lease or restore the Premises and/or any other improvements in which the Premises are located within a reasonable time and this Lease shall continue in full force and effect. If the existing laws do not permit the restoration, either party can terminate this Lease immediately by giving notice to the other party.

Notwithstanding the above, if the Tenant is the insurng party and if the insurance proceeds received by Landlord are not sufficient to effect such repair, Landlord shall give notice to Tenant of the amount required in addition to the insurance proceeds to effect such repair. Tenant may, at Tenant's option, contribute the required amount, but upon failure to do so within thirty (30) days following such notice, Landlord's sole remedy shall be, at Landlord's option and with no liability to Tenant, to cancel and terminate this Lease. If Tenant shall contribute such amount to Landlord within said thirty (30) day period, Landlord shall make such repairs as soon as reasonably possible and this Lease shall continue in full force and effect. Tenant shall in no event have any right to reimbursement for any amount so contributed.

(b) Damage - Uninsured.

In the event that the Premises are damaged or destroyed by a casualty which is not covered by the fire and extended coverage insurance which is required to be carried by the party designated in Article 11(a) above, then Landlord shall restore the same; provided that if the damage or destruction is to an extent greater than ten (10%) percent of the then replacement cost of the improvements on the Premises (exclusive of Tenant's trade fixtures and equipment and exclusive of foundations and footings), then Landlord may elect not to restore and to terminate this Lease. Landlord must give to Tenant written notice of its intention not to restore within thirty (30) days from the date of such damage or destruction and, if not given, Landlord shall be deemed to have elected to restore and in such event shall repair any damage as soon as reasonably possible. In the event that Landlord elects to give such notice of Landlord's intention to cancel and terminate this Lease, Tenant shall have the right, within ten (10) days after receipt of such notice, to give written notice to Landlord of Tenant's intention to repair such damage at Tenant's expense, without reimbursement from Landlord, in which event the Lease shall continue in full force and effect and Tenant shall proceed to make such repairs as soon as reasonably possible. If the Tenant does not give such notice within such 10 day period, this Lease shall be cancelled and be deemed terminated as of the date of the occurrence of such damage or destruction.

(c) Damage Near the End of the Term.

If the Premises are totally or partially destroyed or damaged during the last twelve (12) months of the term of this Lease, Landlord may, at Landlord's option, cancel and terminate this Lease as of the date of the cause of such damage by given written notice to Tenant of Landlord's election to do so within 30 days after the date of the occurrence of such damage; provided, however, that, if the damage or destruction occurs within the last 12 months of the term and if within fifteen (15) days after the date of such damage or destruction Tenant exercises any option to extend the term provided herein, Landlord shall restore the Premises if obligated to do so as provided in subparagraph (a) or (b) above.

(d) Abatement of Rent.

If the Premises are partially or totally destroyed or damaged and Landlord or Tenant repairs or restores them pursuant to the provisions of this Article 12, the rent payable hereunder for the period during which such damage, repair or restoration continues shall be abated in proportion to the degree to which Tenant's reasonable use of the Premises is impaired. Except for the abatement of rent, if any, Tenant shall have no claim against Landlord for any damages suffered by reason of any such damage, destruction, repair or restoration.

(e) Trade Fixtures and Equipment.

If Landlord is required or elects to restore the Premises as provided in this Article, Landlord shall not be required to restore Tenant's improvements, trade fixtures, equipment or alterations made by Tenant, such excluded items being the sole responsibility of Tenant to restore hereunder.

(f) Total Destruction—Multitenant Building.

If the Premises are a part of a multitenant building and there is destruction to the Premises and/or the building of which the Premises are a part that exceeds fifty (50%) percent of the then replacement value of the Premises and/or the building in which the Premises are a part from any cause whether or not covered by the insurance described in Article II above, Landlord may, at its option, elect to terminate this Lease (whether or not the Premises are destroyed) so long as Landlord terminates the leases of all other tenants in the building of which the Premises are a part, effective as of the date of such damage or destruction.

INITIAL

13. CONDEMNATION.

If the Premises or any portion thereof are taken by the power of eminent domain, or sold by Landlord under the threat of exercise of said power (all of which is herein referred to as "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If more than twenty (20%) percent of the floor area of any buildings on the Premises, or more than twenty (20%) percent of the land area of the Premises not covered with buildings, is taken by condemnation, either Landlord or Tenant may terminate this Lease as of the date the condemning authority takes possession by notice in writing of such election within twenty (20) days after Landlord shall have notified Tenant of such taking or, in the absence of such notice, then within twenty (20) days after the condemning authority shall have taken possession.

If this Lease is not terminated by either Landlord or Tenant as provided hereinabove, then it shall remain in full force and effect as to the portion of the Premises remaining, provided that the rental shall be reduced in proportion to the floor area of the buildings taken within the Premises as bears to the total floor area of all buildings located on the Premises. In the event this Lease is not so terminated, then Landlord agrees at Landlord's sole cost and expense, to as soon as reasonably possible restore the Premises to a complete unit of like quality and character as existed prior to the condemnation.

All awards for the taking of any part of the Premises or any payment made under the threat of the exercise of the power of eminent domain shall be the property of the Landlord, whether made as compensation for the diminution of the value of the leasehold or for the taking of the fee or as severance damages; provided, however, that Tenant shall be entitled to any award for loss of or damage to Tenant's trade fixtures and removable personal property.

Each party hereby waives the provisions of Code of Civil Procedure 1265.130 allowing either party to petition the Superior Court to terminate this Lease in the event of a partial taking of the Premises.

Rent shall be abated or reduced during the period from the date of taking until the completion of restoration by Landlord, but all other obligations of Tenant under this Lease shall remain in full force and effect. The abatement or reduction of the rent shall be based on the extent to which the restoration interferes with Tenant's use of the Premises.

14. ASSIGNMENT AND SUBLETTING.

Tenant shall not voluntarily or by operation of law assign, transfer, sublet, mortgage, or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises without Landlord's prior written consent which consent shall not be unreasonably withheld. Any attempted assignment, transfer, mortgage, encumbrance, or subletting without such consent shall be void and shall constitute a breach of this Lease. If Tenant is a corporation, any dissolution, merger, consolidation or other reorganization of Tenant, or the sale or other transfer of a controlling percentage of the capital stock of Tenant, or the sale of at least fifty-one (51%) percent of the value of the assets of Tenant, shall be deemed a voluntary assignment. The phrase "controlling percentage" means the ownership of, and the right to vote, stock possessing at least fifty-one (51%) percent of the total combined voting power of all classes of Tenant's capital stock issued, outstanding, and entitled to vote for the election of directors. This paragraph shall not apply to corporations the stock of which is traded through an exchange or over the counter.

Regardless of Landlord's consent, no subletting or assignment shall release Tenant of Tenant's obligation to pay the rent and to perform all other obligations to be performed by Tenant hereunder for the term of this Lease. The acceptance of rent by Landlord from any other person shall not be deemed a waiver by Landlord of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting.

15. DEFAULT.

(a) Events of Default.

The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

(1) Failure to pay rent when due, if the failure continues for five (5) days after written notice has been given to Tenant.

(2) Abandonment and vacation of the Premises (failure to occupy the Premises for fourteen (14) consecutive days shall be deemed an abandonment and vacation).

(3) Failure to perform any other provision of this Lease if the failure to perform is not cured within thirty (30) days after written notice thereof has been given to Tenant by Landlord. If the default cannot reasonably be cured within said thirty (30) day period, Tenant shall not be in default under this Lease if Tenant commences to cure the default within the thirty (30) day period and diligently prosecutes the same to completion.

(4) The making by Tenant of any general assignment, or general arrangement for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy unless the same is dismissed within sixty (60) days; the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in the Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in the Lease, where such seizure is not descharged within thirty (30) days.

Notices given under this paragraph shall specify the alleged default and the applicable lease provisions, and shall demand that Tenant perform the provisions of this Lease of pay the rent that is in arrears as the case may be, within the applicable period of time. No such notice shall be deemed a forfeiture or a termination of this Lease unless Landlord so elects in the notice.

(b) Landlord's Remedies.

The Landlord shall have the following remedies if Tenant commits a default under this Lease. These remedies are not exclusive but are cumulative and in addition to any remedies now or hereafter allowed by law.

Landlord can continue this Lease in full force and effect, and the Lease will continue in effect so long as Landlord does not terminate Tenant's right to possession, and the Landlord shall have the right to collect rent when due. During the period that Tenant is in default, Landlord can enter the Premises and relet them, or any part of them, to third parties for Tenant's account. Tenant shall be liable immediately to the Landlord for all costs the Landlord incurs in reletting the Premises, including, without limitation, brokers' commissions, expenses of remodeling the Premises required by the reletting, and like costs. Reletting can be for a period shorter or longer than the remaining term of this Lease. Tenant shall pay to Landlord the rent due under this Lease on the dates the rent is due, less the rent Landlord receives from any reletting. No act by Landlord allowed by this paragraph shall terminate this Lease unless Landlord notifies Tenant that Landlord elects to terminate this Lease. After Tenant's default and for so long as Landlord has not terminated Tenant's right to possession of the Premsies, if Tenant obtains Landlord's consent, Tenant shall have the right to assume or sublet its interest in the Lease, but Tenant shall not be released from liability. Landlord's consent to the proposed assignment or subletting shall not be unreasonably withheld.

If Landlord elects to relet the Premises as provided in this paragraph, any rent that Landlord receives from such reletting shall apply first to the payment of any indebtedness from Tenant to Landlord other than the rent due from Tenant to Landlord; secondly, to all costs, including maintenance, incurred by Landlord in such reletting; and third, to any rent due and unpaid under this Lease. After deducting the payments referred to in this paragraph, any sum remaining from the rent Landlord receives from such reletting shall be held by Landlord and applied in payment of future rent as rent becomes due under this Lease. In no event shall tenant be entitled to any excess rent received by Landlord. If, on the date rent is due under this Lease, the rent received from the reletting is less than the rent due on that date, Tenant shall pay to Landlord, in addition to the remaining rent due, all costs, including maintenance, that Landlord shall have incurred in reletting that remain after applying the rent received from the reletting as provided in this paragraph.

Landlord can, at its option, terminate Tenant's right to possession of the Premises at any time. No act by Landlord other than giving written notice to Tenant shall terminate this Lease. Acts of maintenance, efforts to relet the Premises, or the appointment of a receiver on Landlord's initiative to protect Landlord's interest in this Lease shall not constitute a termination of Tenant's right to possession. In the event of such termination, Landlord has the right to recover from Tenant:

(1) The worth, at the time of the award, of the unpaid rent that had been earned at the time of the termination of this Lease;

(2) The worth, at the time of the award, of the amount by which the unpaid rent that would have been earned after the date of the termination of this Lease until the time of the award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided;

(3) The worth, at the time of the award, of the amount by which the unpaid rent for the balance of the term after the time of the award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided; and

(4) Any other amount, including court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default.

"The worth at the time of the award," as used in (1) and (2) of this paragraph is to be computed by allowing interest at the maximum rate an individual is permitted by law to charge. "The worth at the time of the award" as referred to in (3) of this paragraph is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one (1%) percent.

If Tenant is in default under the terms of this Lease, Landlord shall have the additional right to have a receiver appointed to collect rent and conduct Tenant's business. Neither the filing of a petition for the appointment of a receiver nor the appointment itself shall constitute an election by Landlord to terminate this Lease.

Landlord at any time after Tenant commits a default, can cure the default at Tenant's cost and expense. If Landlord at any time, by reason of Tenant's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Landlord shall be due immediately from Tenant to Landlord at the time the sum is paid, and if paid at a later date shall bear interest at the maximum rate an individual is permitted by law to charge from the date the sum is paid by Landlord until Landlord is reimbursed by Tenant. The sum, together with interest thereon, shall be considered additional rent.

16. SIGNS.

Tenant shall not have the right to place, construct or maintain any sign, advertisement, awning, banner, or other exterior decorations on the building or other improvements that are a part of the Premises without Landlord's prior, written consent, which consent shall not be unreasonably withheld.

17. EARLY POSSESSION.

In the event that the Landlord shall permit Tenant to occupy the Premises prior to the commencement date of the term of this Lease, such occupancy shall be subject to all the provisions of this Lease. Said early possession shall not advance the termination date of this Lease.

18. SUBORDINATION.

This Lease, at Landlord's option, shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothication for security now or hereafter placed upon the real property of which the Premises are a part and to any and all advances made on the security thereof and to all renewal, modifications, and extensions thereof. Notwithstanding any such subordination, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant shall pay the rent and observe and perform all the other provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor shall elect to have this Lease prior to the lien of its mortgage or deed of trust or ground lease, and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such mortgage, deed of trust or ground lease, whether this Lease is dated prior to or subsequent to the date of such mortgage, deed of trust or ground lease, or the date of recording thereof. Tenant agrees to execute any documents required to effect such subordination or to make this Lease prior to the lien of any mortgage, deed of trust, or ground lease, as the case may be, and failing to do so within ten (10) days after written demand from Landlord does hereby make, constitute and irrevocably appoint Landlord as Tenant's attorney in fact and in Tenant's name, place and stead to do so.

19. SURRENDER.

On the last day of the term hereof, or on any sooner termination, Tenant shall surrender the Premises to Landlord in good condition, broom clean, ordinary wear and tear accepted. Tenant shall repair any damage to the Premises occasioned by its use thereof, or by the removal of Tenant's trade fixtures, furnishings and equipment which repair shall include the patching and filling of holes and repair of structural damage. Tenant shall remove all of its personal property and fixtures on the Premises prior to the expiration of the term of this Lease and if required by Landlord pursuant to Article 10(a) above, any alterations, improvements or additions made by Tenant to the Premises. If Tenant fails to surrender the Premises to Landlord on the expiration of the Lease as required by this paragraph, Tenant shall hold Landlord harmless from all damages resulting from Tenant's failure to vacate the Premises, including, without limitation, claims made by any succeeding tenant resulting from Tenant's failure to surrender the Premises.

20. HOLDING OVER.
If the Tenant, with the Landlord's consent, remains in possession of the Premises after the expiration or termination of the term of this Lease, such possession by Tenant shall be deemed to be a tenancy from month-to-month at a rental in the amount of the last monthly rental plus all other charges payable hereunder, upon all the provisions of this Lease applicable to month-to-month tenancy.

21 BINDING ON SUCCESSORS AND ASSIGNS.
The terms, conditions and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors and assigns.

22. NOTICES.
Whenever under this Lease a provision is made for any demand, notice or declaration of any kind, it shall be in writing and served either personally or sent by registered or certified United States mail, postage prepaid, addressed at the addresses as set forth below:

TO LANDLORD AT: Scout Property Management
41955 Fourth st. ste 102
Temecula, Ca 92590

TO TENANT AT: Culture Holding of Wildomar, Inc
33980-2 Mission Trail Unit A and B, Wildomar, Ca 92596
Or any other location

Such notice shall be deemed to be received within forty-eight (48) hours from the time of mailing, if mailed as provided for in this paragraph.

23. LANDLORD'S RIGHT TO INSPECTIONS.
Landlord and Landlord's agent shall have the right to enter the Premises at reasonable times for the purpose of inspecting same, showing the same to prospective purchasers or lenders, and making such alterations, repairs, improvements or additions to the Premises or to the building of which the Premises are a part as Landlord may deem necessary or desirable. Landlord may at any time place on or about the Premises any ordinary "For Sale" signs and Landlord may at any time during the last one hundred twenty (120) days of the term of this Lease place on or about the Premises any ordinary "For Sale or Lease" signs, all without rebate of rent or liability to Tenant.

24 CHOICE OF LAW
This Lease shall be governed by the laws of the state where the Premises are located.

25 ATTORNEY'S FEES.
If either Landlord or Tenant becomes a party to any litigation or arbitration concerning this Lease, the Premises, or the building or other improvements in which the Premises are located, by reason of any act or omission of the other party or its authorized representatives, and not by reason of any act or omission of the party that becomes a party to that litigation or any act or omission of its authorized representatives, the party that causes the other party to become involved in the litigation shall be liable to that party for reasonable attorney's fees and court costs incurred by it in the litigation.
If either party commences an action against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suit.

26 LANDLORD'S LIABILITY
The term "Landlord" as used in this Lease shall mean only the owner or owners at the time in question of the fee title or a Lessee's interest in a ground lease of the Premises, and in the event of any transfer of such title or interest, Landlord herein named (and in case of any subsequent transfers to the then successor) shall be relieved from and after the date of such transfer of all liability in respect to Landlord's obligations thereafter to be performed. The obligations contained in this Lease to be performed by Landlord shall be binding upon the Landlord's successors and assigns, only during their respective periods of ownership.

27 WAIVERS
No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant. The acceptance of rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of its acceptance of such rent.

28 INCORPORATION OF PRIOR AGREEMENTS
This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified only in writing, and signed by the parties in interest at the time of such modification.

29 TIME
Time is of the essence of this Lease.

30 SEVERABILITY
The unenforceability, invalidity, or illegality of any provision of this Lease shall not render the other provisions hereof unenforceable, invalid or illegal.

31 ESTOPPEL CERTIFICATES
Each party, within ten (10) days after notice from the other party, shall execute and deliver to the other party a certificate stating that this Lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modification. The certificate shall also state the amount of minimum monthly rent, the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent, if any, as well as acknowledging that there are not, to that party's knowledge, any uncured defaults on the part of the other party, or specifying such defaults, if any, which are claimed. Failure to deliver such a certificate within the ten (10) day period shall be conclusive upon the party failing to deliver the certificate to the benefit of the party requesting the certificate that this Lease is in full force and effect, that there are no uncured defaults hereunder, and has not been modified except as may be represented by the party requesting the certificate.

32 COVENANTS AND CONDITIONS
Each provision of this Lease performable by Tenant shall be deemed both a covenant and a condition.

33 SINGULAR AND PLURAL
When required by the context of this Lease, the singular shall include the plural.

34 JOINT AND SEVERAL OBLIGATIONS.
"Party" shall mean Landlord and Tenant, and if more than one person or entity is the Landlord or Tenant, the obligations imposed on that party shall be joint and several.

35 OPTION TO EXTEND.
Provided that Tenant shall not then be in default hereunder, Tenant shall have the option to extend the term of this Lease for ONE additional Five year periods upon the same terms and conditions herein contained, except for fixed minimum monthly rentals, upon delivery by Tenant to Landlord of written notice of its election to exercise such option(s) at least ninety (90) days prior to the expiration of the original (or extended) term hereof. The parties hereto shall have thirty (30) days after the Landlord receives the option notice in which to agree on the minimum monthly rental during the extended term(s). If the parties agree on the minimum monthly rent for the extended term(s) during the period, they shall immediately execute an amendment to this Lease stating the minimum monthly rent. In the event that there is more than one option to extend the term of this Lease, the parties hereto shall negotiate the minimum monthly rent as set forth herein for each extended term of this Lease. If the parties hereto are unable to agree on the minimum monthly rent for the extended term(s) within said thirty (30) day period, the option notice shall be of no effect and this Lease shall expire at the end of the term. Neither party to this Lease shall have the right to have a court or other third party set the minimum monthly rent.

36 ADDENDUM
Any addendum attached hereto and either signed or initialled by the parties shall be deemed a part hereof and shall supersede any conflicting terms or provisions contained in this Lease.

37. Any tenant improvements or anything tenant or any governmental agency would request or desire would be tenants sole responsibility.
38. An additional rental of 5% will be due if monthly rental not paid in full by the 5th day of the month.
39. Tenant is responsible for all interior maintenance including but not limited to windows, doors, locks, heat, air conditioning, plumbing and electrial.
40. Tenant cannot park any vehicles or store anything on the parking lot over night without Landlords written permission. Articles or vehicles without permission may be towed or disposed of.
41. No repair, manufacturing or working in parking lot.

The parties hereto have executed this Lease on the date first above written. Culture Holding of Wildomar, Inc.

LANDLORD
By: The Manske Revocable Trust
By: Edwin E Manske, Trustee 7-6-21

TENANT:
By: Mary Newell 7/6/2021
By:

# STATEMENT OF INTENT TO APPLY FOR LOCAL LICENSE

July 1, 2021

Culture Holdings of Wildomar, Inc.
Proposed Premise Address:
33980-82 Mission Trails, Suite A-B
Wildomar, CA
92595

To whom it may concern:

Culture Holdings of Wildomar, Inc., with a proposed premise address located at 33980-82 Mission Trail, Suite A - B, Wildomar, CA 92595, declares that it is applying for a Local License for the proposed premises concurrently with this CUP/Development Agreement application.

Sincerely,



Macy Newell
Owner

# BUSINESS ORGANIZATIONAL STATUS

CULTURE
CANNABIS CLUB

**California Secretary of State**
Electronic Filing

**FILED**
Secretary of State
State of California

## General Stock Corporation - Articles of Incorporation

| | |
|---|---|
| Entity Name: | Culture Holdings of Wildomar, Inc. |
| Entity (File) Number: | C4610196 |
| File Date: | 07/02/2020 |
| Entity Type: | General Stock Corporation |
| Jurisdiction: | California |

### Detailed Filing Information

1. Corporate Name: Culture Holdings of Wildomar, Inc.
2. Business Addresses:
   a. Initial Street Address of Corporation: 3 Corporate Park, Suite 200
   Irvine, California, 92606
   United States of America
   b. Initial Mailing Address of Corporation: 3 Corporate Park, Suite 200
   Irvine, California, 92606
   United States of America
3. Agent for Service of Process:
   Individual Agent: Linda Duong
   3 Corporate Park, Suite 200
   Irvine, California, 92606
   United States of America
4. Shares: 1,000,000
5. Purpose Statement: The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

The incorporator affirms the information contained herein is true and correct.
Incorporator: Linda Duong

*Use bizfile.sos.ca.gov for online filings, searches, business records, and resources.*

CULTURE
CANNABIS CLUB

**California Secretary of State**
Electronic Filing

**FILED**
Secretary of State
State of California

## Corporation - Statement of Information

| | |
|---|---|
| Entity Name: | CULTURE HOLDINGS OF WILDOMAR, INC. |
| Entity (File) Number: | C4610196 |
| File Date: | 07/07/2020 |
| Entity Type: | Corporation |
| Jurisdiction: | CALIFORNIA |
| Document ID: | GG85928 |

**Detailed Filing Information**

1. Entity Name: CULTURE HOLDINGS OF WILDOMAR, INC.

2. Business Addresses:
   a. Street Address of Principal Office in California: 3 Corporate Park, Suite 200 Irvine, California 92606 United States of America
   b. Mailing Address: 3 Corporate Park, Suite 200 Irvine, California 92606 United States of America
   c. Street Address of Principal Executive Office: 3 Corporate Park, Suite 200 Irvine, California 92606 United States of America

3. Officers:
   a. Chief Executive Officer: Chris Francy 3 Corporate Park, Suite 200 Irvine, California 92606 United States of America
   b. Secretary: Macy Newell 3 Corporate Park, Suite 200 Irvine, California 92606 United States of America

Document ID: GG85928

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CULTURE
CANNABIS CLUB

# California Secretary of State
## Electronic Filing

Officers (cont'd):

c. Chief Financial Officer: Chris Francy
3 Corporate Park, Suite 200
Irvine, California 92606
United States of America

4. Director: Chris Francy
3 Corporate Park, Suite 200
Irvine, California 92606
United States of America

Number of Vacancies on the Board of Directors: 0

5. Agent for Service of Process: Macy Newell
3 Corporate Park, Suite 200
Irvine, California 92606
United States of America

6. Type of Business: Retail Sales

By signing this document, I certify that the information is true and correct and that I am authorized by California law to sign.

Electronic Signature: Macy Newell

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Document ID: GG85928

CULTURE
CANNABIS CLUB

**California Secretary of State**
Electronic Filing

## Corporation - Attachment to Statement of Information

**List of Additional Directors:**

1. Julie Le
   3 Corporate Park, Suite 200
   Irvine, California 92606
   United States of America
2.
3.
4.
5.
6.
7.

Document ID: GG85928

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CULTURE
CANNABIS CLUB

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 07-07-2020

Employer Identification Number:
85-1803954

Form: SS-4

Number of this notice: CP 575 A

CULTURE HOLDINGS OF WILDOMAR
% LINDA
3 CORPORATE PARK STE 200
IRVINE, CA 92606

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 85-1803954. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120 04/15/2021

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

**IMPORTANT INFORMATION FOR S CORPORATION ELECTION:**

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

CULTURE
CANNABIS CLUB

**BY-LAWS OF**
**CULTURE HOLDINGS OF WILDOMAR, INC.**
***a California corporation***

**ARTICLE I**
**OFFICES**

Section 1.01 Principal Offices. The Board of Directors (the "**Board**") shall fix the location of the principal executive office of the Corporation at any place within or outside the State of California. If the principal executive office is located outside the State of California, and the Corporation has one or more business offices in the State of California, the Board shall fix and designate a principal business office in the State of California.

Section 1.02 Other Offices. The Board may at any time establish branch or subordinate offices at any place or places where the Corporation is qualified to do business.

**ARTICLE II.**
**SHAREHOLDERS**

Section 2.01 Annual Meeting. The annual meeting of the shareholders for the election of Directors to succeed those whose terms expire and for the transaction of any other business as may properly come before the meeting shall be held on the first Monday of July. However, if this day falls on a legal holiday, then the meeting shall be held on the next succeeding business day. If an annual meeting of the shareholders is not held as prescribed in these bylaws, the election of Directors may be held at any meeting subsequently called pursuant to these bylaws.

Section 2.02 Special Meetings. Special meetings of the shareholders may be called at any time by the Board, the Chair of the Board (the "**Chair**"), the President or one (1) or more shareholders holding shares in the aggregate entitled to cast not less than ten percent (10%) of the votes at the meeting.

If a special meeting is called by any person or persons other than the Board, the request shall be in writing, specifying the general nature of the business proposed to be transacted, and shall be delivered personally or sent by United States mail or email to the Chair, the President and, any Vice President or the Secretary of the Corporation. The request shall also specify the time of the meeting which shall not be less than ten (10) nor more than sixty (60) days after receipt of the request. The Officer receiving the request shall forthwith cause notice to be given to the shareholders entitled to vote hereunder that a meeting will be held at the time specified. If the notice is not given within twenty (20) days after receipt of the request, the person or persons requesting the meeting may give the notice. Nothing contained herein shall be construed as limiting, fixing or affecting the time when a shareholders' meeting called by action of the Board may be held.

Section 2.03 Place of Meetings. All meetings of the shareholders shall be at any place within or without the State of California as designated by the Board. In the absence of any such designation, shareholders' meetings shall be held at the principal executive office of the Corporation.

Section 2.04 Notice. All notices of shareholder meetings shall be sent or otherwise given in accordance with these bylaws, not less than ten (10) nor more than sixty (60) days before the date of the meeting. The notice shall specify the place, date and hour of the meeting and: (1) in the case of a special meeting, the general nature of the business to be transacted; or (2) in the case of the annual meeting, those matters which the Board, at the time of giving the notice, intends to present for action by the shareholders. The notice of any meeting at which Directors are to be elected shall include the name of any nominee or

nominees whom, at the time of the notice, management intends to present for election.

If any of the foregoing enumerated actions are proposed to be taken at any meeting for approval of the following actions under the General Corporation Law (Cal. Corp. Code, §§ 100 et seq., "**Corporations Code**"), then the notice shall also state the general nature of that proposal:

(a) a contract or transaction in which a Director has a direct or indirect financial interest under Corporations Code, § 310;

(b) an amendment of the Articles of Incorporation under Corporations Code, § 902;

(c) a reorganization of the Corporation under Corporations Code, § 1201;

(d) a voluntary dissolution of the Corporation under Corporations Code, § 1900; or

(e) a distribution in dissolution other than in accordance with the rights of outstanding preferred shares under Corporations Code § 2007.

Section 2.05 Manner of Giving Notice; Affidavit of Notice. Notice of any shareholders' meeting shall be given either personally or by U.S. mail or email, addressed to the shareholder at the address of that shareholder appearing on the books of the Corporation or given by the shareholder to the Corporation for the purpose of notice. If no such address appears on the Corporation's books or has been so given, notice shall be deemed to have been given if sent to that shareholder by first class mail or telegraphic or other written communication to the Corporation's principal executive office, or if published at least once in a newspaper of general circulation in the county where that office is located. Notice shall be deemed to have been given at the time when delivered personally, deposited in the mail, delivered to a common carrier for transmission to the recipient, actually transmitted by electronic means to the recipient by the person giving the notice, or sent by other means of written communication.

If any notice addressed to a shareholder at the address of that shareholder appearing on the books of the Corporation is returned to the Corporation by the United States Postal Service marked to indicate that the United States Postal Service was unable to deliver the notice to the shareholder at that address, all future notices or reports shall be deemed to have been duly given without further mailing if the notices shall be available to the shareholder on written demand of the shareholder at the principal executive office of the Corporation for a period of sixty (60) days from the date of the giving of the notice.

An affidavit of the mailing or other means of giving any notice of any shareholders' meeting may be executed by the person giving the notice and filed and maintained in the minute book of the Corporation.

Section 2.06 Quorum. The presence in person or by proxy of the holders of a majority of the shares entitled to vote at any shareholders' meeting constitutes a quorum for the transaction of business. The shareholders present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the departure from the meeting of enough shareholders to leave less than a quorum, if any action taken, other than an adjournment, is approved by at least a majority of the shares required to constitute a quorum.

Section 2.07 Adjourned Meeting; Notice. Any shareholders' meeting, annual or special, whether or not a quorum is present, may be adjourned from time-to-time by the vote of the majority of the shares represented at that meeting, either in person or by proxy, but in the absence of a quorum, no other business may be transacted at that meeting, except as provided in Section 2.06.

When any shareholders' meeting, either annual or special, is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place are announced at the meeting at which the adjournment is taken, unless a new record date for the adjourned meeting is fixed, or unless the adjournment is for more than forty-five (45) days from the date set for the original meeting, in which case the Board shall set a new record date. Notice of any adjourned meeting, if required, shall be given to each shareholder of record entitled to vote at the adjourned meeting in accordance with the provisions of Sections 2.04 and 2.05. At any adjourned meeting the Corporation may transact any business that might have been transacted at the original meeting.

Section 2.08 Voting. The shareholders entitled to vote at any meeting of shareholders shall be determined in accordance with the provisions of Section 2.11, subject to the provisions of Corporations Code, §§ 702 to 704, inclusive, (relating to voting shares held by a fiduciary, in the name of a corporation, or in joint ownership), as amended. The shareholders' vote may be by voice vote or by ballot; provided, however, that any election for Directors must be by ballot if demanded by any shareholder before the voting has begun.

Except as provided in the last paragraph of this Section 2.08, below, or as may be otherwise provided in the Articles of Incorporation, each outstanding share, regardless of class, shall be entitled to one (1) vote on each matter submitted to a vote of the shareholders. On any matter other than the election of Directors, any shareholder may vote part of the shares owned by that shareholder in favor of the proposal and refrain from voting the remaining shares or vote them against the proposal, but if the shareholder fails to specify the number of shares which the shareholder is voting affirmatively, it will be conclusively presumed that the shareholder's approving vote is with respect to all shares that the shareholder is entitled to vote.

If a quorum is present (or if a quorum had been present earlier at the meeting but some shareholders had withdrawn), the affirmative vote of a majority of the shares represented and voting, provided the shares voting affirmatively also constitute a majority of the number of shares required for a quorum, shall be the act of the shareholders, unless the vote of a greater number or voting by classes is required by California Corporations Code or by the Corporation's Articles of Incorporation.

At a shareholders' meeting at which Directors are to be elected, no shareholder shall be entitled to cast for any candidate a number of votes greater than the number of votes which the shareholder normally is entitled to cast, or "cumulate votes," unless the candidate's name has been placed in nomination before commencement of the voting and a shareholder has given notice before the commencement of the voting of the shareholder's intention to cumulate votes. If any shareholder has given that notice, then every shareholder entitled to vote may cumulate votes for candidates in nomination and give one: (1) candidate a number of votes equal to the number of Directors to be elected multiplied by the number of votes to which that shareholder's shares are normally entitled or distribute the shareholder's votes on the same principle among any or all of the candidates, as the shareholder thinks fit. The candidates receiving the highest number of votes, up to and including the number of Directors to be elected, shall be elected.

Section 2.09 Waiver of Notice or Consent by Absent Shareholders. The transactions of any meeting of shareholders, either annual or special, however called and noticed, and wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if, either before or after the meeting, each person entitled to vote, who was not present in person or by proxy, signs a written waiver of notice or a consent to a holding of the meeting, or an approval of the minutes. The waiver of notice or consent need not specify either the business to be transacted or the purpose of any annual or special shareholders' meeting, except that if an action is taken or proposed to be taken for approval of any of those matters specified in Section 2.04, the waiver of notice or consent shall state the general nature of the proposal. All waivers, consents, or approvals shall be filed

with the corporate records or made a part of the minutes of the meeting.

Attendance by a person at a meeting shall also constitute a waiver of notice of that meeting, except when the person objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened, and except that attendance at a meeting is not a waiver of any right to object to the consideration of matters required by law to be included in the notice of the meeting, but not so included, if that objection is expressly made at the meeting.

Section 2.10 Shareholder Action by Written Consent Without a Meeting. Any action which may be taken at any annual or special meeting of shareholders may be taken without a meeting and without prior notice, if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take that action at a meeting at which all shares entitled to vote on that action were present and voted.

Directors may be elected by written consent without a meeting only if the written consents of all outstanding shares entitled to vote are obtained, except that a vacancy on the Board (other than a vacancy created by the removal of a Director) not filled by the Board may be filled by the written consent of the holders of a majority of the outstanding shares entitled to vote.

All written consents shall be filed with the Secretary and shall be maintained in the corporate records. Any shareholder giving a written consent, or the shareholder's proxy holder, transferee of the shares or personal representative or their respective proxy holders, may revoke the consent by a writing received by the Secretary before the written consents of the number of shares required to authorize the proposed action have been filed with the Secretary.

If the consents of all shareholders entitled to vote have not been solicited in writing, and if the unanimous written consent of all such shareholders shall not have been received, the Secretary shall give prompt notice of the corporate action approved by the shareholders without a meeting. In the following cases, notice of such approval shall be given at least ten (10) days before the consummation of any action authorized by that approval.:

(a) contracts or transactions in which a Director has a direct or indirect financial interest under Corporations Code, § 310;

(b) indemnification of agents of the Corporation under Corporations Code, § 317;

(c) a reorganization of the Corporation under Corporations Code, § 1201; or

(d) a distribution in dissolution other than in accordance with the rights of outstanding preferred shares, under Corporations Code, § 2007.

Section 2.11 Record Date for Shareholder Notice, Voting and Giving Consents. For purposes of determining the shareholders entitled to notice of any meeting, or to vote or to give consent to corporate action without a meeting, the Board may fix, in advance, a record date, which shall not be more than sixty (60) days or less than ten (10) days before the date of any such meeting or more than sixty (60) days before any such action without a meeting, and in this event only shareholders of record at the close of business on the date so fixed are entitled to notice and to vote or to give consents, as the case may be, notwithstanding any transfer of any shares on the books of the Corporation after the record date, except as otherwise provided in the California Corporations Code.

If the Board does not fix a record date:

(a) The record date for determining shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the business day next preceding the day on which notice is given or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held.

(b) The record date for determining shareholders entitled to give consent to corporate action in writing without a meeting shall be the day on which the first written consent is given.

(c) The record date for any other purpose shall be as provided in Article VII of these bylaws.

Section 2.12 Proxies. Every person entitled to vote for Directors or on any other matter shall have the right to do so either in person or by one (1) or more agents authorized by a written proxy signed by the person and filed with the Secretary. A proxy shall be deemed signed if the shareholder's name is placed on the proxy, whether by personal signature, typewriting, telegraphic transmission, or otherwise, by the shareholder or the shareholder's attorney-in-fact. A validly executed proxy that does not state that it is irrevocable shall continue in full force and effect unless: (1) revoked by the person executing it, before the vote pursuant to that proxy, by a writing delivered to the Corporation stating that the proxy is revoked, or by attendance at the meeting and voting in person by the person who executed the proxy or by a subsequent proxy executed by the same person and presented at the meeting; or (2) written notice of the death or incapacity of the maker of that proxy is received by the Corporation before the vote pursuant to that proxy is counted; provided, however, that no proxy shall be valid after the expiration of eleven (11) months from the date of the proxy, unless otherwise provided in the proxy. The revocability of a proxy that states on its face that it is irrevocable shall be governed by the provisions of Corp. Code, § 705(e) and (f).

Section 2.13 Inspectors of Election. Before any meeting of the shareholders, the Board may appoint any persons other than nominees for office to act as inspectors of election at the meeting or its adjournment. If no inspectors of election are so appointed, the chair of the meeting may, and on the request of any shareholder or a shareholder's proxy shall, appoint inspectors of election at the meeting. The number of inspectors shall be either one (1) or three (3). If appointed at a meeting on the request of one or more shareholders or proxies, the majority of shares shall determine whether one (1) or three (3) inspectors are to be appointed. If any person appointed as an inspector fails to appear or fails or refuses to act, the chair of the meeting may, and upon the request of any shareholder or a shareholder's proxy shall, appoint a person to fill that vacancy.

These inspectors of election shall:

(a) determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, and the authenticity, validity, and effect of proxies;

(b) receive votes, ballots, or consents;

(c) hear and determine all challenges and questions in any way arising in connection with the right to vote;

(d) count and tabulate all votes or consents;

(e) determine when the polls shall close;
(f) determine the result; and

(g) do any other act that may be proper to conduct the election or vote with fairness to all

shareholders.

Section 2.14 Conduct of Meetings. Subject to any limitations in the Articles of Incorporation or these Bylaws and to any provision of the California Corporations Code, all annual and special meetings of shareholders shall be conducted in accordance with those rules and procedures as the Board may determine and, as to matters not governed by those rules and procedures, as the chair of the meeting shall determine, including, without limitation, the establishment of rules and procedures for the maintenance of order, safety, limitations on the time allotted to questions or comments on the affairs of the Corporation, restrictions on entry to the meeting after the time prescribed for its commencement, and the opening and closing of the voting polls.

## ARTICLE III.
## BOARD OF DIRECTORS

Section 3.01 Powers. Subject to any limitations in the Articles of Incorporation or these Bylaws, and to any provision of the California Corporations Code requiring shareholder authorization or approval for a particular action, the business and affairs of the Corporation shall be managed and all corporate powers shall be exercised by or under the direction of the Board. The Board may delegate the management of the day-to-day operation of the business of the Corporation to a management company or other person, provided that the business and affairs of the Corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 3.02 Number, Tenure and Qualifications. Pursuant to California Corporations Code §212(a), the authorized number of Directors of the Board shall be three (3), until changed, within the limits specified herein, by an amendment to this Section of the Bylaws, duly adopted by either the Board or duly adopted by either the Board or by the Shareholders. Notwithstanding the foregoing, in the event that there is either one (1) or two (2) shareholders of Company, the authorized number of Directors of the Board of Company shall be two (2) directors. The indefinite number of Directors may be changed, or a definite number fixed without provision for an indefinite number, by a duly adopted amendment to the Articles of Incorporation or by an amendment to this Section of the Bylaws duly adopted by the vote or written consent of holders of a majority of the outstanding shares entitled to vote; provided, however, that an amendment reducing the number of Directors to a number less than three (3) cannot be adopted if the votes cast against its adoption at a meeting, or the shares not consenting in the case of action by written consent, are equal to more than 16⅔% of the outstanding shares entitled to vote.

Directors shall be elected at each annual meeting of shareholders to hold office until the next annual meeting. Each Director, including a Director elected to fill a vacancy, shall hold office until the expiration of the term for which elected and until a successor has been elected and qualified. If an annual meeting is not held, or the Directors are not elected at that annual meeting, the Directors may be elected at any special meeting of the shareholders held for that purpose. Directors can be but are not required to be shareholders.

Section 3.03 Regular Meetings. A regular annual meeting of the Board shall be held immediately after, and at the same place as, the annual meeting of shareholders for the purpose of electing Officers and transacting any other business. The Board may provide for other regular meetings from time to time by resolution. Annual and other regular meetings may be held without call or notice.

Section 3.04 Special Meetings. Special meetings of the Board for any purpose or purposes may be called at any time by the designation of persons authorized to call special meetings. Notice of the time and place of special meetings shall be delivered by United States mail or email, addressed to each Director at that Director's address as it is shown on the records of the Corporation. In case the notice is mailed, it shall be deposited in the United States mail at least four (4) days before the time of meeting. In case the

notice is delivered by email it shall be delivered by email at least forty-eight (48) hours before the time of the meeting. Any oral notice given personally or by telephone may be communicated either to the Director or to a person at the office of the Director whom the person giving the notice has reason to believe will promptly communicate it to the Director. The notice need not specify the purpose of the meeting, nor need it specify the place if the meeting is to be held at the principal executive office of the Corporation.

Section 3.05 Place of Meetings. Meetings of the Board may be held at any place within or without the State of California that has been designated in the notice. If a place has not been stated in the notice or there is no notice, meetings shall be held at the principal executive office of the Corporation unless another place has been designated by a resolution duly adopted by the Board.

Section 3.06 Participation by Electronic Means. Members of the Board may participate in a meeting through use of conference telephone, electronic video screen communication, or other communications equipment. Participation in a meeting through use of conference telephone constitutes presence in person at that meeting pursuant to this section as long as all members participating in the meeting are able to hear one another. Participation in a meeting through the use of communications equipment other than conference telephone constitutes presence in person at that meeting pursuant to this section as long as each member participating in the meeting can communicate with all other participants concurrently; each member may participate in all matters before the board, including proposing or objecting to a specific action to be taken by the Corporation; and the Corporation verifies prior to the meeting that persons participating in the meeting are entitled to participate, and that any action or vote taken at the meeting is taken only by the Directors.

Section 3.07 Quorum. A majority of authorized Directors shall constitute a quorum for the transaction of business. In the absence of a quorum a majority of the Directors present may adjourn any meeting to another time and place. If a meeting is adjourned for more than twenty-four (24) hours, notice of any adjournment to another time or place shall be given, as set forth in Bylaws, prior to the time of the adjourned meeting to the Directors who were not present at the time of adjournment.

Section 3.08 Action at Meeting. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present is the act of the Board, subject to the provisions of Corp. Code, § 310 (as to approval of contracts or transactions in which a Director has a direct or indirect material financial interest), Corp. Code, § 311 (as to appointment of committees), and Corp. Code, § 317(e) (as to indemnification of Directors). A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

Section 3.09 Waiver of Notice. The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though at a meeting duly held after regular call and notice if a quorum is present and if, either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes of that meeting. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Notice of any meeting of the Board need not be given to any Director who attends the meeting without protesting prior to the meeting or at its commencement the lack of notice to him or her. A waiver of notice need not specify the purpose of any regular or special meeting of the Board of Directors.

Section 3.10 Action Without Meeting. Any action required or permitted to be taken by the Board may be taken without a meeting, if all members of the Board individually or collectively consent in writing to that action. The written consent or consents shall be filed with the minutes of the proceedings of the Board. The action by written consent shall have the same force and effect as a unanimous vote of such Directors.

Section 3.11 Removal. The Board may declare vacant the office of a Director who has been declared of unsound mind by an order of court or who has been convicted of a felony, as defined in Pen. Code, § 17.

The entire Board or any individual Director may be removed from office without cause by a vote of those shareholders holding a majority of the outstanding shares entitled to vote at an election of the Director or Directors concerned; provided, however, that unless the entire Board is removed, no individual Director may be removed when the votes cast against removal, or not consenting in writing to that removal, would be sufficient to elect such Director if voted cumulatively at an election at which the same total number of votes cast were cast (or, if that action is taken by written consent, all shares entitled to vote were voted) and the entire number of Directors authorized at the time of the Director's most recent election were then being elected.

If the office of a Director is so declared vacant or if the Board or any one or more Directors be so removed, new Directors may be elected at the same meeting.

Section 3.12 Resignations. Any Director may resign effective on giving written notice to the Chair of the Board, unless the notice specifies a later time for the effectiveness of the resignation. If the resignation is effective at a future time, a successor may be elected to take office when the resignation becomes effective.

Section 3.13 Vacancies. Except for a vacancy created by the removal of a Director, all vacancies on the Board, whether caused by resignation, death, or otherwise, may be filled by a majority of the remaining Directors, even though less than a quorum, or by a sole remaining Director, and each Director so elected shall hold office until the expiration of the term for which elected until a successor is elected and qualified. Vacancies created by the removal of a Director may be filled only by approval of a majority of the shareholders entitled to vote at an election of Directors. The shareholders may elect a Director at any time to fill any vacancy not filled by the Directors. Any such election by written consent requires the consent of a majority of the outstanding shares entitled to vote, except that filling a vacancy created by removal of a Director shall require the written consent of the holders of all outstanding shares entitled to vote.

A vacancy or vacancies on the Board shall be deemed to exist:

(a) in the event of the death, resignation or removal of any Director;

(b) if the Board by resolution declares vacant the office of a Director who has been declared of unsound mind by an order of court or convicted of a felony;

(c) if the authorized number of Directors is increased; or

(d) if the shareholders fail, at any meeting of shareholders at which any Director or Directors are elected, to elect the number of Directors to be elected at that meeting.

Section 3.14 Compensation. Directors and members of committees may receive compensation for their services, and reimbursement for expenses as may be fixed or determined by a resolution of the Board. This Section shall not be construed to preclude any Director from serving the Corporation in any other capacity as an Officer, agent, employee, or otherwise, and receiving compensation for those services.

Section 3.15 Committees. The Board may, by resolution adopted by a majority of the authorized number of Directors, designate one or more committees, each consisting of two (2) or more Directors, to

serve at the pleasure of the Board. The appointment of members of a committee requires the vote of the authorized number of Directors. Any committee, to the extent provided in a resolution of the Board, shall have all the authority of the Board in the management of the business and affairs of the Corporation, except with respect to:

(a) the approval of any action requiring shareholders' approval or approval of the outstanding shares;

(b) the filling of vacancies on the Board or any committee;

(c) the fixing of compensation of Directors for serving on the Board or a committee;

(d) the adoption, amendment or repeal of a Bylaw or Bylaws;

(e) the amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable;

(f) a distribution to shareholders, except at a rate or in a periodic amount or within a price range determined by the Board; and

(g) the appointment of other committees of the Board or the members of the committee.

Section 3.16 Meetings and Action of Committees. Meetings and action of committees shall be governed by and held and taken in accordance with the provisions of these Bylaws dealing with meetings of Directors, with those changes in the context of those Bylaws as are necessary to substitute the committee and its members for the Board and its members, except that the time of regular meetings of committees may be determined either by resolution of the Board or by resolution of the committee; special meetings of committees may also be called by resolution of the Board; and notice of special meetings of committees shall also be given to all alternate members, who shall have the right to attend all meetings of the committee. The Board may adopt rules for the government of any committee not inconsistent with the provisions of these Bylaws.

## ARTICLE IV.
## OFFICERS

Section 4.01 Number and Term. The Officers of the Corporation shall be a Chair of the Board of Directors ("**Chair**") or a President, or both, one or more Vice Presidents, a Secretary and a Chief Financial Officer, all of whom shall be chosen by the Board. In addition, the Board may appoint such other Officers as may be deemed expedient for the proper conduct of the business of the Corporation, each of whom shall have the authority and perform the duties as the Board may from time to time determine. The Officers to be appointed by the Board shall be chosen annually at the regular meeting of the Board held after the annual shareholders' meeting and shall serve at the pleasure of the Board, subject to the rights, if any, of an Officer under any employment contract. If Officers are not chosen at that meeting of the Board, they shall be chosen as soon after the meeting as shall be convenient. Each Officer shall hold office until that Officer's successor shall have been duly chosen or until that Officer's removal or resignation.

Section 4.02 Inability to Act. In the case of the absence or the inability to act of any Officer of the Corporation and of any person authorized by these Bylaws to act in the Officer's place, the Board may from time to time delegate the powers or duties of that Officer to any other Officer, or any Director or other person whom it may select.

Section 4.03 Removal and Resignation. Subject to the rights, if any, of an Officer under any contract of employment, any Officer chosen by the Board may be removed at any time, with or without cause, by the Board or, except in the case of an Officer chosen by the Board, by any Officer on whom that power of removal may be conferred by the Board.

Any Officer chosen by the Board may resign at any time by giving a written notice of resignation to the Corporation. Unless a different time is specified in the notice, that resignation shall be effective upon its receipt by the Chair, the President, the Secretary, or the Board.

Section 4.04 Vacancies. A vacancy in any office because of any cause may be filled by the Board for the unexpired portion of the term.

Section 4.05 Chair. The Chair, if such office is filled by the Board, shall when present, preside at all meetings of shareholders and the Board and shall perform all other duties as are incident to the office or are assigned by the Board. If the Chair is designated as the Chief Executive Officer or if there is no President or Vice President performing the duties of the President pursuant to Section 4.06, the Chair shall in addition be the Chief Executive Officer of the Corporation and shall have the powers and duties prescribed in Section 4.06.

Section 4.06 President. The President shall be the general manager and, unless the Chair has been designated by the Board as the Chief Executive Officer, Chief Executive Officer of the Corporation and, in the absence of the Chair (if a Chair has been appointed) or during any period in which the office of Chair is for any reason vacant, shall preside at all shareholders' meetings and, if a member, at all meetings of the Board. If the President is the Chief Executive Officer, the President shall, subject to the control of the Board, have general supervision of the affairs of the Corporation, shall sign or countersign or authorize another Officer to sign all certificates, contracts, and other instruments of the Corporation as authorized by the Board, shall make reports to the Board and shareholders, and shall perform all such other duties as are incident to that office or are properly required by the Board. If the President is not the Chief Executive Officer, the President shall have those powers and discharge those duties as may be assigned from time to time by the Chair or by the Board.

Section 4.07 Vice Presidents. In the absence of the President, or in the event of the President's death, disability, or refusal to act, the Vice President or, in the event there be more than one Vice President, the Vice Presidents in the order designated at the time of their selection, or in the absence of any designation, then in the order of their selection, shall perform the duties of the President, and when so acting, shall have all the powers and be subject to all restrictions upon the President. Each Vice President shall have those powers and discharge those duties as may be assigned from time to time by the Chief Executive Officer or by the Board.

Section 4.08 Secretary. The Secretary shall keep or cause to be kept, at the principal executive office of the Corporation or such other place as the Board may direct, a book of minutes of all meetings and actions of Directors, committees of Directors and shareholders. The minutes shall show the time and place of each meeting, whether regular or special (and, if special, how authorized and the notice given), the names of those present at Directors' meetings or committee meetings, the number of shares present or represented at shareholders' meetings, and the proceedings thereof.

The Secretary shall keep, or cause to be kept, at the principal executive office of the Corporation, or at the office of the Corporation's transfer agent or registrar, as determined by resolution of the Board, a share register, or a duplicate share register, showing the names of all shareholders and their addresses, the number and classes of shares held by each, the number and date of certificates evidencing such shares, and the number and date of cancellation of every certificate surrendered for cancellation.

The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and of the Board required to be given by law or by these Bylaws. The Secretary shall keep the seal of the Corporation, if one be adopted, in safe custody and shall have such other powers and perform such other duties as may be prescribed by the Board or by these Bylaws.

The Assistant Secretary or Secretaries who may be appointed by the Board, in the order of their seniority shall, in the absence or disability of the Secretary, or in the event of the Secretary's refusal to act, perform the duties and exercise the powers and discharge those duties as may be assigned from time to time by the Chief Executive Officer or by the Board.

Section 4.09 Chief Financial Officer. The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and shares. The books of account shall at all reasonable times be open to inspection by any Director.

The Chief Financial Officer shall deposit all money and other valuables in the name and to the credit of the Corporation with such depositaries as may be designated by the Board. The Chief Financial Officer shall disburse the funds of the Corporation as may be ordered by the Board, shall render to the president and Directors, whenever they request it, an account of all of his transactions as Chief Financial Officer and of the financial condition of the Corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws.

The Assistant or Assistants to the Chief Financial Officer who may be appointed by the Board, in the order of their seniority shall, in the absence or disability of the Chief Financial Officer, or in the event of the Chief Financial Officer's refusal to act, perform the duties and exercise the powers of the Chief Financial Officer, and shall have those powers and discharge those duties as may be assigned from time to time by the President or by the Board.

Section 4.10 Salaries. The salaries of the Officers may be fixed from time to time by the Board and no Officer shall be prevented from receiving that salary by reason of the fact that the Officer is also a Director of the Corporation.

Section 4.11 Approval of Loans to Officers. The Corporation may, upon the approval of the Board alone, make loans of money or property to, or guarantee the obligations of, any Officer of the Corporation or its parent or subsidiary, whether or not a Director, or adopt an employee benefit plan or plans authorizing such loans or guaranties provided that:

(a) the Board determines that such a loan or guaranty or plan may reasonably be expected to benefit the Corporation;

(b) the Corporation has outstanding shares held of record by one hundred (100) or more persons (determined as provided in § 605 of the California Corporations Code) on the date of approval by the Board;

(c) the approval of the Board is by a vote sufficient without counting the vote of any interested Director or Directors; and

(d) this section has been approved by the shareholders in accordance with §§ 315(b) and 152 of the California Corporations Code.

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## ARTICLE V.
## EXECUTION OF CORPORATE INSTRUMENTS, RATIFICATION OF CONTRACTS, AND VOTING OF SHARES OWNED BY THE CORPORATION

Section 5.01 Execution of Corporate Instruments. The Board may, in its discretion, determine the method and designate the signatory Officer or Officers, or other person or persons, to execute any corporate instrument or document, or to sign the corporate name without limitation, except where otherwise provided by law, and that execution or signature shall be binding upon the Corporation. Unless otherwise specifically determined by the Board:

(a) formal contracts of the Corporation, promissory notes, deeds of trust, mortgages, and other evidences of indebtedness of the Corporation, and other corporate instruments or documents requiring the corporate seal (except for share certificates issued by the Corporation), and share certificates owned by the Corporation, shall be executed, signed, or endorsed by the acting Chair;

(b) checks drawn on banks or other depositories on funds to the credit of the Corporation, or in special accounts of the Corporation, shall be signed in a manner, including a facsimile signature, and by a person or persons as shall be authorized by the Board;

(c) dividend warrants, drafts, insurance policies, and all other instruments and documents requiring the corporate signature, but not requiring the corporate seal, shall be executed or signed in the manner directed by the Board; and

(d) share certificates issued by the Corporation shall be signed in a manner.

Section 5.02 Ratification by Shareholders. The Board may, in its discretion, submit any contract or act for approval or ratification by the shareholders at any annual shareholders' meeting or at any special shareholders' meeting called for that purpose. Any contract or act which shall be approved or ratified by the holders of a majority of the voting power of the Corporation represented at that meeting shall be as valid and binding upon the Corporation as though approved or ratified by each and every shareholder of the Corporation, unless a greater vote is required by law for this purpose.

## ARTICLE VI.
## VOTING OF SHARES OWNED BY THE CORPORATION

All shares of other corporations owned or held by the Corporation for itself or for other parties in any capacity shall be voted, and all proxies with respect to those shares shall be executed, by the person authorized to do so by resolution of the Board or, in the absence of such authorization, by the acting Chair.

## ARTICLE VII.
## SHARE CERTIFICATES

Section 7.01 Form of Certificates. Share certificates of the Corporation shall be in a form and design as the Board shall determine. Each certificate shall state the certificate number, the date of issuance, the number, designation, class, and the name of the record holder of the shares represented by the certificate, the name of the Corporation, and if the shares of the Corporation are classified or if any class of shares has two (2) or more series, the legends required by Corp. Code, § 417.

Section 7.02 Transfer of Shares. Shares may be transferred in any manner permitted or provided

by law. Before any transfer of shares is entered upon the books of the Corporation or recognized by the designated transfer agent or registrar of the Corporation, or any new certificate is issued replacing an existing certificate, the existing certificate, properly endorsed, shall be surrendered and canceled, except when the certificate has been lost or destroyed.

Section 7.03 Lost Certificates. The Board may order a new share certificate to be issued in the place of any certificate alleged to have been lost or destroyed, but in every case the owner of the lost certificate may be required to give the Corporation a bond, with surety, in the form and amount as the Board may determine, as indemnity against any loss or claim that the Corporation may incur by reason of the issuance of a new certificate.

## ARTICLE VIII.
## MISCELLANEOUS

Section 8.01 Record Date for Purposes Other Than Notice and Voting. For purposes of determining the shareholders entitled to receive payment of any dividend or other distribution or allotment of any rights or entitled to exercise any rights in respect to any other lawful action (other than an action by shareholders by written consent without a meeting), the Board may fix, in advance, a record date which shall not be more than sixty (60) nor less than ten (10) days before any action. Shareholders on the record date are entitled to receive the dividend, distribution, or allotment of rights or to exercise the rights, as the case may be, notwithstanding any transfer of any shares on the books of the Corporation after the record date, except as otherwise provided by agreement or by applicable law.

If the Board does not fix a record date, the record date for determining shareholders for any purpose shall be at the close of business on the day on which the Board adopts the applicable resolution or the sixtieth (60th) day before the date of that action, whichever is later.

Section 8.02 Corporate Seal. The Corporation may have a corporate seal in such form as shall be prescribed and adopted by the Board.

Section 8.03 Fiscal Year. The fiscal year of the Corporation shall end on December 31.

Section 8.04 Annual Statement of General Information. The Corporation shall annually during the calendar month in which its original Articles of Incorporation were filed or during the preceding five (5) calendar months, file with the Secretary of State of the State of California, on the prescribed form, a statement setting forth the authorized number of Directors, the names and complete business or residence addresses of all incumbent Directors, the names and complete business or residence addresses of the Chief Executive Officer, the Secretary, and the Chief Financial Officer, the street address of the Corporation's principal executive office or principal business office in the State of California, and the general type of business constituting the principal business activity of the Corporation, together with a designation of the agent of the Corporation for the purpose of service of process, all in compliance with Corp. Code, § 1502.

Notwithstanding the preceding paragraph, if there has been no change in the information contained in the Corporation's last annual statement on file with the Secretary of State of the State of California, the Corporation may, in lieu of filing the annual statement described in the preceding paragraph, advise the Secretary of State, on the appropriate form, that no changes in the required information have occurred during the applicable period.

Section 8.05 Maintenance and Inspection of Share Register. The Corporation shall keep either at its principal executive office or at the office of its transfer agent or registrar (if either be appointed), as determined by resolution of the Board, a record of its shareholders listing the names and addresses of all

shareholders and the number and class of shares held by each shareholder.

Any shareholder appearing on the books of the Corporation may: (i) inspect and copy the records of shareholders' names, addresses, and shareholdings during usual business hours on five (5) days' prior written demand on the Corporation; and (ii) obtain from the transfer agent of the Corporation, on written demand and on the tender of such transfer agent's usual charges for such list, a list of the names and addresses of the shareholders who are entitled to vote for the election of Directors, and their shareholdings, as of the most recent record date for which that list has been compiled or as of a date specified by the shareholder after the date of demand. Such list shall be made available to any such shareholder by the transfer agent on or before the later of five (5) days after the demand is received or five (5) days after the date specified in the demand as the date as of which the list is to be compiled.

The record of shareholders shall also be open to inspection on the written demand of any shareholder or holder of a voting trust certificate, at any time during usual business hours, for a purpose reasonably related to the holder's interests as a shareholder or as the holder of a voting trust certificate.

Any inspection and copying under this section may be made in person or by an agent or attorney of the shareholder or holder of a voting trust certificate making the demand.

Section 8.06 Maintenance and Inspection of Bylaws. The Corporation shall keep at its principal executive office or, if its principal executive office is not in the State of California, at its principal business office in California the original or a copy of these Bylaws as amended to date, which Bylaws shall be open to inspection by the shareholders at all reasonable times during office hours. If the principal executive office of the Corporation is outside the State of California and the Corporation has no principal business office in such state, then the Secretary shall, upon the written request of any shareholder, furnish to that shareholder a copy of these Bylaws as amended to date.

Section 8.07 Maintenance and Inspection of Other Corporate Records. The accounting books and records and the minutes of proceedings of the shareholders, of the Board, and of any committee or committees of the Board shall be kept at such place or places as are designated by the Board or, in absence of such designation, at the principal executive office of the Corporation. The minutes shall be kept in written form, and the accounting books and records shall be kept either in written form or in any other form capable of being converted into written form.

The minutes and accounting books and records shall be open to inspection upon the written demand of any shareholder or holder of a voting trust certificate, at any reasonable time during usual business hours, for a purpose reasonably related to the holder's interests as a shareholder or as the holder of a voting trust certificate. The inspection may be made in person or by an agent or attorney and shall include the right to copy and make extracts. Such rights of inspection shall extend to the records of each subsidiary corporation of the Corporation.

Section 8.08 Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of every kind as well as the physical properties of the Corporation and each of its subsidiary corporations. Such inspection by a Director may be made in person or by an agent or attorney. The right of inspection includes the right to copy and make extracts of documents.

Section 8.09 Annual Report to Shareholders; Waiver. The Board shall cause an annual report to be sent to the shareholders not later than one hundred twenty (120) days after the close of the fiscal year adopted by the Corporation. Such report shall be sent at least thirty (30) days before the annual meeting of shareholders to be held during the next fiscal year. Notwithstanding the foregoing, so long as the shares of

the Corporation are held by fewer than one hundred (100) holders of record, no annual report shall be required.

In the event that an annual report is required, the annual report shall contain:

(a) a balance sheet as of the end of the fiscal year;

(b) an income statement;

(c) a statement of changes in financial position for the fiscal year; and

(d) any report of independent accountants or, if there is no such report, the certificate of an authorized Officer of the Corporation that the statements were prepared without audit from the books and records of the Corporation.

The foregoing requirement may be satisfied by the Corporation when the Corporation has an outstanding class of securities registered under Section 12 of the Securities Exchange Act of 1934 if the Corporation complies with 17 C.F.R. § 240.14a-16, as it may be amended from time-to-time, with respect to the obligation of a corporation to furnish an annual report to shareholders pursuant to 17 C.F.R. § 240.14a-3(b).

Section 8.10 Financial Statements. If no annual report for the fiscal year has been sent to shareholders, then the Corporation shall, upon the written request of any shareholder made more than one hundred twenty (120) days after the close of such fiscal year, deliver or mail to the person making the request, within sixty (60) days thereafter, a copy of a balance sheet as of the end of such fiscal year and an income statement and statement of changes in financial position for such fiscal year.

Section 8.11 Construction and Definitions. Unless the context otherwise requires, the general provisions, rules of construction, and definitions in the California Corporations Code as in effect from time to time shall govern the construction of these Bylaws and references to particular sections of the California Corporations Code shall include any successor provisions.

## ARTICLE IX.
## INDEMNIFICATION

Section 9.01 Right of Indemnification. Each person who was or is a party or is threatened to be made a party to or is involved (as a party, witness, or otherwise), in any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (a "**Proceeding**"), by reason of the fact that the person, or another person for whom that person is the legal representative, is or was a Director, Officer, employee, or agent of the Corporation or is or was serving at the request of the Corporation as a Director, Officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, or was a Director, Officer, employee, or agent of a foreign or domestic corporation that was a predecessor corporation of the Corporation or of another enterprise at the request of the predecessor corporation, including, without limitation, service with respect to employee benefit plans, whether the basis of the Proceeding is alleged conduct in an official capacity as a Director, Officer, employee, or agent or in any other capacity while serving as a Director, Officer, employee, or agent (an "**Agent**"), shall be indemnified and held harmless by the Corporation to the fullest extent authorized by statutory and decisional law, as the same exists or may in the future be interpreted or amended (but, in the case of any such amendment or interpretation, only to the extent that the amendment or interpretation permits the Corporation to provide broader indemnification rights than were permitted prior to the amendment) against all expenses, liability, and loss (including, without limitation, attorney's

fees, judgments, fines, ERISA excise taxes and penalties, amounts paid or to be paid in settlement, any interest, assessments, or other charges imposed, and any federal, state, local, or foreign taxes or liens imposed on any Agent as a result of the actual or deemed receipt of any payments under this Article) incurred or suffered by the person in connection with investigating, defending, being a witness in, or participating in, including, without limitation, appellate proceedings, or preparing for any of the foregoing in, any Proceeding ("**Expenses**"). The right to indemnification conferred in this Article shall be a contractual right. It is the Corporation's intention that these Bylaws provide indemnification in excess of that expressly permitted by Corp. Code, § 317 as authorized by the Corporation's Articles of Incorporation.

Section 9.02 Authority to Advance Expenses. Expenses incurred by an Officer or Director, acting in that corporate capacity in defending a proceeding, shall be paid by the Corporation in advance of the final disposition of that proceeding; provided, however, that if required by the California Corporations Code, such expenses shall be advanced only on the delivery to the Corporation of an undertaking by or on behalf of that Director or Officer to repay the amount if it shall ultimately be determined that the Director or Officer was not entitled to be indemnified by the Corporation as authorized in this Article or otherwise. Expenses incurred by other Agents of the Corporation, or by the Directors or Officers not acting in their corporate capacity, including, without limitation, service with respect to employee benefit plans, may be advanced on the receipt of a similar undertaking, if required by law, and upon any other terms and conditions as the Board deems appropriate. Any obligation to reimburse the Corporation for Expense advances shall be unsecured and no interest shall be charged these advances.

Section 9.03 Right of Claimant to Bring Suit. If a claim under these Bylaws is not paid in full by the Corporation within one hundred twenty (120) days after a written claim has been received by the Corporation, the claimant may at any time subsequent to the running of that time period commence a proceeding against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, shall be entitled to be paid for the expense, including, without limitation, attorney's fees, of prosecuting the claim. It shall be a defense to any proceeding, other than an action brought to enforce a claim for expenses incurred in defending a Proceeding in advance of its final disposition where the required undertaking has been tendered to the Corporation, that the claimant has not met the standards of conduct that make it permissible under the California Corporations Code for the Corporation to indemnify the claimant for the amount claimed. The burden of proving that defense shall be on the Corporation. Neither the failure of the Corporation (including its Board, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of the action that indemnification of the claimant would be proper under the circumstances because the claimant has met the applicable standard of conduct set forth in the California Corporations Code, nor an actual determination by the Corporation (including its Board, independent legal counsel, or its shareholders) that the claimant had not met the applicable standard of conduct, shall either be a defense to the action or create a presumption that claimant has not met the applicable standard of conduct.

Section 9.04 Provisions Nonexclusive. The rights conferred on any person by this Article shall not be exclusive of any other rights that the person may have or may later acquire under any statute, provision of the Articles of Incorporation, agreement, vote of the shareholders or disinterested Directors, or otherwise, both as to any action in an official capacity and as to any action in another capacity while holding office. To the extent that any provision of the Articles of Incorporation, agreement, or vote of the shareholders or disinterested Directors is inconsistent with these Bylaws, the provision, agreement, or vote shall take precedence.

Section 9.05 Authority to Insure. The Corporation may purchase and maintain insurance to protect itself and any agent against any expense asserted against them or incurred by an agent, whether or not the Corporation would have the power to indemnify the agent against the expense under applicable law or the provisions of this Article, provided that, in cases where the Corporation owns all or a portion of the

shares of the company issuing the insurance policy, the company or the policy must meet one of the two sets of conditions set forth in Corp. Code, § 317.

Section 9.06 Survival of Rights. The rights provided by this Article shall continue as to a person who has ceased to be an Agent and shall inure to the benefit of the heirs, executors, and administrators of that person.

Section 9.07 Settlement of Claims. The Corporation shall not be liable to indemnify any Agent under this Agent: (1) for any amounts paid in settlement of any action or claim effected without the Corporation's written consent, which consent shall not be unreasonably withheld; or (2) for any judicial award, if the Corporation was not given a reasonable and timely opportunity, at its expense, to participate in the defense of the action.

Section 9.08 Effect of Amendment. Any amendment, repeal, or modification of this Article shall not adversely affect any right or protection of any Agent existing at the time of that amendment, repeal, or modification.

Section 9.09 Subrogation. In the event of a payment under this Article, the Corporation shall be subrogated to the extent of that payment to all of the rights of recovery of the Agent, who shall execute all papers required and shall do everything that may be necessary to secure those rights, including, without limitation, the execution of any documents necessary to enable the Corporation effectively to bring suit to enforce those rights.

Section 9.10 No Duplication of Payments. The Corporation shall not be liable under this Article to make any payment in connection with any claim made against the Agent to the extent the Agent has otherwise actually received payment (under any insurance policy, agreement, vote, or otherwise) of the amounts otherwise indemnifiable pursuant to these Bylaws.

## ARTICLE X.
## AMENDMENTS

Section 10.01 Amendment by Shareholders. New Bylaws may be adopted or existing Bylaws may be amended or repealed by the vote or written consent of the holders of a majority of the outstanding shares entitled to vote, except as otherwise provided by law, these Bylaws, or the Articles of Incorporation.

Section 10.02 Amendment by Directors. Subject to the rights of the shareholders herein, any Bylaw, other than a Bylaw or an amendment of a Bylaw changing the authorized number of Directors, may be adopted, amended, or repealed by the Board.

These Bylaws were adopted by the Directors of this corporation as of July 3, 2020.

Macy Newell, Secretary

# AUTHORIZATION TO SEEK INFORMATION

July 1, 2021

Culture Holdings of Wildomar, Inc.
33982 Mision Trail, Suite A - B
Wildomar, CA
92695

To whom it may concern:

Culture Holdings of Wildomar, Inc. hereby authorizes the city of Wildomar to seek verification of the information contained within this application.

Sincerely,



Macy Newell
Owner

June 15, 2021

Edwin E. Manske
P.O.Box 1209
Wildomar, CA
92595

To whom it may concern:

We, Edwin & Janice Manske, the property owners of 33980-82 Mission Trail, Suite A and B, Wildomar, CA 92595, hereby authorize Culture Holdings of Wildomar, Inc. to submit an application for a Local License and a Conditional Use Permit for a commercial cannabis retail store, to be located at 33980-82 Mission Trail, Suite A and B, Wildomar, CA 92595.

Sincerely,

Edwin Manske
Property Owner

Janice Manske
Janice Manske
Property Owner



FROM :MANSKE FAX NO. :951-698-4530 Jul. 31 2021 04:40PM P1

# STATEMENT OF QUALIFICATIONS

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## RESUME AND BIOGRAPHY

### CHRIS FRANCY - OWNER AND CHIEF EXECUTIVE OFFICER



# CHRIS FRANCY

LICENSED CANNABIS RETAIL STORE OWNER
OWNER OF

**PROFILE**

Owner and Operator of Legal Cannabis Retail Stores. Excellent communicator and team player. Succeeds and is reliable in a deadline-oriented environment. Problem solver with a tempered patience. Open to criticism. Attention to detail and believer in incremental improvements as a key to success.

**CANNABIS LICENSE HOLDINGS**

- SOAR Collective (OC3)- Santa Ana
- 680 Broadway Master (UrbnLeaf)- Seaside
- Modern Buds- Long Beach
- PTRE Management (Culture Cannabis Club)- San Bernardino
- Zinc Santa Partners (Culture Cannabis Club)- Moreno Valley
- Shannon SA- Moreno Valley
- River Releaf- Riverside

**ACCOMPLISHMENTS**

Awarded 3 of 30 citywide dispensary licenses in Santa Ana, CA.
Awarded 2 of 32 citywide dispensary licenses in Long Beach, CA.
Awarded 1 of 5 citywide dispensary licenses in San Bernardino, CA.
Awarded 1 of 3 citywide dispensary licenses in Seaside, CA.

**CONTACT**

714-642-8320
chris@cannedge.com

**WORK EXPERIENCE**

**CannEdge, Inc** **Chief Operating Officer**
2017-Present
Partner in cannabis real estate brokerage which offers license consulting services to Buyers and Tenants.

**Founder / Owner** **Multiple Cannabis Retail Stores in California**
2015-Present
Founder and owner of multiple successful, profitable cannabis retailers in Southern California, licensed within their respective city/county, and with the Bureau of Cannabis Control; C-Level Executive responsible for day to day operations, business decisions, and assurance of regulatory compliance.

**CalCann Holdings, LLC** **Chief Operating Officer**
2014-2017
Managed licensing efforts and government relations in SoCal cities of Desert Hot Springs, Lynwood, Adelanto, Santa Ana, Costa Mesa, Long Beach, Bellflower, and Laguna Woods. Engaged political consultants and developed valuable government relationships. Managed subcontractors for all facets of application development, such as architects, engineers, municipal attorneys, and technical writers.

**Turn 5, Inc** **President**
2001-2012
Co-Founded E-commerce retail company at the age of 18. Under Chris' leadership the company grew from the ground up, with no outside financing, to over $125m in annual B2C sales. Chris managed a variety of departments such as SEO & Web Development, Purchasing, Advertising, and Government Relations. At the time of his exit the company employed over 150 people.

**EDUCATION**

**Marple Newtown H.S., Pennsylvania**
1999-2002
3.9 GPA
AP Calculus and track one English student. Excelled in competitive exams. Chris was a recipient of academic scholarship with Drexel University. Attended classes a single trimester due to the rapid growth and demands of his E-commerce company Turn 5, Inc.

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## CANNABIS BUSINESS EXPERIENCE

Chris Francy is a successful regulated commercial cannabis entrepreneur that has played a role in pioneering the regulated cannabis industry since 2013. Chris' cannabis business experience features retail store-front, delivery, cultivation, manufacturing, and distribution operations. Before venturing into the cannabis space, while still in high school, Chris founded a computer components e-commerce retailer, which landed at #104 on the 2004 "Inc. 500" list of fastest-growing companies. He accepted the Young Entrepreneur Award in 2012 from the U.S. Small Business Administration in a White House Ceremony for his e-commerce start-up and eventually sold his successful e-commerce business to a major investor.

Chris began by funding, constructing, and operating a 12,000 square-foot indoor cultivation facility in 2013. He hired and supervised the staff of ten full-time employees handling every stage from cloning through trimming to curing. The facility featured sealed room environments to achieve peak indoor growing conditions. All vegetative and flowering rooms were fed with supplemental carbon dioxide and had fresh air timers for ideal plant growth. The rooms featured recirculatory carbon filter deodorizers, as well as, exhaust dusted carbon filters for fresh air cycles. Each individual growing room had atmospheric probes that would log minute by minute data to an iPonic device and the recorded data would be reviewed frequently to fine-tune the room conditions and experiment with different conditions for various strain types. Those parameters included temperature, humidity, carbon dioxide levels, watering intervals, light intensity, and nutrient dosages.




The strains of medicinal cannabis produced in Chris's facility were extremely varied for a medium-sized facility, with as many as 32 different strain types in production at any one time. His facility was one of the first indoor cultivation properties in California to grow the "Charlotte's Web" CBD dominant strain renowned for its effects on seizure prone patients.

In 2016 Chris purchased land and developed a 40,400 square-foot hybrid greenhouse facility in Desert Hot Springs, working together with his paid consultants, MSA Engineering and Prest-Vuksic Architects. Chris managed the project through its purchase, development, engineering phases, and entitlement phase (Conditional Use Permit).

When opportunities arose in 2015 to establish medicinal cannabis retail collectives in Orange County, Chris shifted his focus away from his cultivation operation to follow his true passionfor developing retail business, in a newly regulated cannabis market. Between 2015-2016 he founded and opened the *Orange County Cannabis Club ("OC3")* and *Bud & Bloom* medicinal cannabis stores. In 2018, he opened a third store in Long Beach called *Modern Buds*, followed by a fourth store in the city of Seaside, UrbnLeaf.




Chris' retail businesses have set the pace in California's cannabis industry and have garnered tremendously positive public exposure, including from national news outlets. The businesses have generated combined

revenues of over $20,000,000 and each continues to grow every year. The stores have been operating within a fast-changing regulatory environment in California. Each store, under Chris's leadership and guidance, strictly adheres to local and state regulatory changes. For instance, on January 1st of 2018, both of Chris's stores that were open at the time (*OC3 and Bud & Bloom*) were participants in some of the very first adult-use sales transactions legalized by MAUCRSA. These new laws brought on many new changes and challenges in the way existing cannabis collectives conducted their business. For example, all purchases were required after January 1st, 2018 to be made through state-licensed cannabis distributors, and later on July 1st, 2018 new regulations again went into effect with strict product standards requiring complete store inventory overhauls. Each step of the way, Chris maintained exemplary retail store operations that upheld compliance amongst rapidly shifting local and state laws.

Chris continues his entrepreneurship with several new cannabis retail facilities, currently licensed and in construction. He has partnered with the Culture Cannabis Club brand to bring a warm and inviting retail design (similar to that of Starbucks) appealing to all ages and classes, that utilizes a streamlined shopping and order process for a comfortable and heightened retail experience. These stores are being built in Moreno Valley and San Bernardino. Retail applications are pending in the cities of Oxnard, Porterville, Pomona, Antioch, El Monte, and Wildomar. All of these stores will follow the design footsteps of the Culture sister store designs, seen in Long Beach (opening August 2020), Banning (opening October 2020), and Riverside County (opening 2021).

**Operational Retail Cannabis Stores Currently Owned by Chris Francy**

Modern Buds in Long Beach, CA

SOAR Collective (DBA: OC3) in Santa Ana, CA

680 Broadway Master (Urbn Leaf) in Seaside, CA

**Former Retail Cannabis Stores Owned and Sold by Chris Francy**

Bud & Bloom in Santa Ana, CA

**Retail Stores Opening Soon Owned by Chris Francy**

PTRE Management in San Bernardino (doing business as Culture Cannabis Club)

Zinc Santa Partners in Moreno Valley (doing business as Culture Cannabis Club)

Shannon Santa Ana in Moreno Valley

Antioch, Pomona, Porterville, Oxnard, El Monte, Wildomar (doing business as Culture Cannabis Club)

CULTURE
CANNABIS CLUB



BUREAU OF CANNABIS CONTROL
CALIFORNIA

Bureau of Cannabis Control
(833) 768-5880

**Adult-Use and Medicinal - Retailer License**
**Provisional**
**Storefront**

**LICENSE NO:**
**C10-0000590-LIC**

**VALID:**
**8/27/2019**

**LEGAL BUSINESS NAME:**
**680 BROADWAY MASTER LLC**

**EXPIRES:**
**8/26/2020**

**PREMISES:**
**680 BROADWAY AVE, SUITE A**
**SEASIDE, CA 93955-4205**

*Non-Transferable*

*Prominently display this license as required by Title 16 CCR § 5039*



BUREAU OF CANNABIS CONTROL
CALIFORNIA

Bureau of Cannabis Control
(833) 768-5880

**Adult-Use and Medicinal - Retailer License**
**Provisional**
**Storefront**

**LICENSE NO:**
**C10-0000207-LIC**

**VALID:**
**6/14/2019**

**LEGAL BUSINESS NAME:**
**SOAR COLLECTIVE**

**EXPIRES:**
**6/13/2020**

**PREMISES:**
**3122 HALLADAY ST**
**SANTA ANA, CA 92705-5666**

*Non-Transferable*

*Prominently display this license as required by Title 16 CCR § 5039*



BUREAU OF CANNABIS CONTROL
CALIFORNIA

Bureau of Cannabis Control
(833) 768-5880

**Medicinal - Retailer Temporary License**

**LICENSE NO:**
**C10-18-0000127-TEMP**

**VALID:**
**12/7/2018**

**LEGAL BUSINESS NAME:**
**MODERN BUDS, LLC**

**EXPIRES:**
**4/6/2019**

**PREMISE:**
**3730 E BROADWAY**
**LONG BEACH, CA 90803-6173**

*Non-Transferable*

*Prominently display this license as required by Title 16 CCR § 5039*



**City of Santa Ana**

Effective: 09/08/2017
Expires: 09/08/2018

Permit No.: 2015-02
Police Case No.: 15-05576

**REGULATORY SAFETY PERMIT**

THIS IS TO CERTIFY THAT THE LOCATION DESCRIBED BELOW HAS BEEN INSPECTED AND THAT IT COMPLIES WITH ORDINANCE NO. 2864 AS OF THE DATE INSPECTED. SAMC SECTION 16-617(a) – EVERY MEDICAL MARIJUANA COLLECTIVE SHALL OBTAIN A REGULATORY SAFETY PERMIT FROM THE POLICE DEPARTMENT. IT SHALL BE UNLAWFUL FOR ANY PERSON, ASSOCIATION, PARTNERSHIP OR CORPORATION TO ENGAGE IN, CONDUCT OR CARRY ON, IN OR UPON ANY PREMISES WITHIN THE CITY, A MEDICAL MARIJUANA COLLECTIVE WITHOUT THE REQUIRED PERMIT. REQUESTS FOR RENEWAL MUST BE RECEIVED A MINIMUM OF 60-DAYS PRIOR TO THE EXPIRATION DATE LISTED ABOVE.

BUSINESS OWNER: Christopher Francy
NAME OF COLLECTIVE: SOAR Collective dba: OC3
COLLECTIVE ADDRESS: 3122 S. Halladay Street
CITY AND STATE: Santa Ana, CA 92705

Chief of Police 3/3/17

SHALL BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES AND SHALL NOT BE REMOVED EXCEPT BY THE CHIEF OF POLICE

| License Number | License Type | Business Owner | Business Contact Information | Business Structure | Premise Address | Status | Issue Date | Expiration Date | Adult-Use/Medicinal |
|---|---|---|---|---|---|---|---|---|---|
| C10-0000590-LIC | Cannabis - Retailer License | Christopher Francy | 680 BROADWAY MASTER LLC : 680 Broadway Master LLC : Email- chris@cannedge.com : Phone- 7146428320 : Website- urbnleaf.com | Limited Liability Company | 680 BROADWAY AVE SEASIDE, CA 939554205 County: MONTEREY | Active | 08/27/2019 | 08/26/2020 | BOTH |

CULTURE
CANNABIS CLUB

## JULIE LE – OWNER AND CHIEF MARKETING OFFICER

**Julie Le**

12 Windrow Road, Tustin, CA 92782 juleslelosa@gmail.com

Julie is an Asian-American self-made entrepreneur that has owned and consulted for restaurants, nail salons, and cannabis companies. Julie is a consultant of Eagle Rock Cannabis Dispensary in East Los Angeles. Julie is passionate about women's rights, female education and empowering young women to take charge of their life through financial independence. She is a cannabis advocate and has used her success in the business world as an entrepreneur to bring capital, team building, and community involvement to the cannabis industry. Julie is a talented business leader, visionary and operator.

**Self Employed** *(Venture Capital)*
*Present*
A venture capitalist focusing on investment and consulting of cannabis organizations. Focus on financial viability, team building, and community benefits. Developed high level relationships with industry experts, community leaders, and owners expanding her network of influence across CA. Projects include:

- **Sea of Green Management, LLC** *Present*
  Help strategize for the launch of Sea of Green Mgmt, a cannabis dispensary company. Work with other Principals to develop company objectives. Establish strategic alliances and partner relationships. Prepare marketing plan and product sales strategies.

- **Eagle Rock Herbal Collective, LLC** *2015 – Present*
  Manage Eagle Rock, a cannabis dispensary located in East Los Angeles. Provide marketing strategies and maintain oversight of Eagle Rock's staff and overall business. Handle hiring and employment matters. Conduct financial assessments and projections for purposes of business expansion. Maintain finanical records and coordinate filings and related matters with outside accounting firm. Hanlde community benefit outreach with local governement leaders and explore civic programs to aid underserved groups and populations.

**Muy Nail Salon and Spa,** *Owner and Director*
*2009 – 2014*
Manage nail salon and oversee all matters of the business including financial, employment, advertising, merchandise, real estate and business transactions. Grew client base through outreach and strategic alliances with other businesses and community groups. Developed multiple lines for gift certificates and increased sales strategies.

**Jyua Restaurant,** *Manager*
*2004 - 2009*
Oversee staff and schedule staff schedules, hiring and termination of staff, handled reservations, party's and catering matters. Placed orders with vendors for food and liquor. Helped owners achieve quarterly goals through promotions and festivites. Balanced financial books and collaborated with outside accountants on quarterly reports.

CULTURE
CANNABIS CLUB

## CANNABIS BUSINESS EXPERIENCE

Julie Le is an Asian-American self-made entrepreneur that has owned and consulted for restaurants, nail salons, and cannabis companies. Julie is a consultant of Eagle Rock Cannabis Facility in East Los Angeles. Julie is passionate about women's rights, female education and empowering young women to take charge of their life through financial independence. She is a cannabis advocate and has used her success in the business world as an entrepreneur to bring capital, team building, and community involvement to the cannabis industry. Julie is a talented business leader, visionary and operator.

Julie's licensed commercial cannabis experience through numerous partnerships over the years is reflected in her ownership, management, directorship, and/or financial interest, in the following licenses (some of which the assets have been built and sold since their inception and Julie's involvement):

1. Two, City of Los Angeles, CA, Priority M ("Proposition D" Era) Retail and Microbusinesses: JC Calso Jolly and Eagle Rock Dispensary (sold)
2. City of Moreno Valley, CA Retail: Moval Nourish
3. City of San Bernardino, CA Retail: PTRE Management, LLC
4. City of California City, CA Retail (license won and pending final issuance)
5. City of Calexico, CA Retail: Elemental Holistic Care Corp.
6. City of Calexico, CA Microbusiness: Elemental Holistic Growth Corp.
7. County of Riverside, CA Microbusiness: (License won and awaiting conditional use approval) River Releaf, LLC
8. City of Adelanto, CA, Cultivation, Manufacturing, Distribution: HD Biotech
9. City of Richmond, CA Medium Cultivation: HIP Carson

**Retail Experience.** Julie has expanded on her passion for assisting female operated businesses thrive in the regulated cannabis industry. Julie sees each business' unique challenges as an opportunity to build a future for each affiliate involved. Her approach to consulting retail cannabis businesses is stoic and steady. She provokes thought, asks the hard questions, and guides business owners to solve their problems with a quantifiable and actionable approach. Julie is a former director of the Eagle Rock Herbal Collective, a Los Angeles Retail facility established in 2007. She currently owns several other licensed cannabis operations.

**Cultivation.** Julie has consulted with business operators at a 24,000 sq. ft. cultivation facility in the city of Adelanto, which operates with a high demand for its high quality, tested product. Julie assists the business ensure compliance with local and state regulations, maintenance of best practices, and staying on the cutting edge of the cannabis industry. She has helped hire some of the best operators in cultivation to take the facility to steady rising success. Julie believes in establishing industry leading, disciplined, fiscally responsible, and compliant operations maintaining an above-board operation at her current facilities. Some things she has implemented include above regulatory random lab testing of products for quality and pollutants, regular third-party security protocol reviews and entry level local hiring programs offering a path to employment in the growing cannabis industry.

**Community.** In addition to full-time cannabis business consulting, Julie is also involved in community organizations and non-profits focused on helping to empower women entrepreneurs, domestic abuse recovery, and children. She was an early participant in SCORE LA's Triple L Program which serves to assist eager female entrepreneurs of Los Angeles and her businesses actively donate to and volunteer with Good Shepard Shelter of Los Angeles which is a domestic abuse shelter for women and children.

CULTURE
CANNABIS CLUB

## MACY NEWELL – OWNER AND COMMUNITY DEVELOPMENT DIRECTOR


# MACY NEWELL

MACYNEWELL@GMAIL.COM
714-310-9023


### SKILLS

- Successfully assists clients find and secure locations for their cannabis businesses, including advising on building specifications necessary for each license type
- Source competitive and compliant real estate that meets all local and state zoning, setback, and sensitive use buffer requirements. Qualify property with local municipality and procure sensitive use reports from licensed GIS surveyors
- Diligent and dedicated agent and consultant that takes care of her customers
- Has a keen eye for detail which ensures businesses are compliant with all relevant laws
- Excellent at managing multiple projects, a large staff, and business operations
- Dynamic speaker and advocate

### CANNABIS LICENSES

Macy Newell owns two commercial cannabis licenses in the State of California: one is a 20,000 square foot licensed commercial cannabis cultivation operation in Richmond, California. The address of the licensed premises is 350 Carlson Blvd. Richmond, CA 94804. The cultivation operations are currently under construction, with an anticipated start date in Q4 of 2020. The second is a licensed retail store-front in the City of Banning, with an anticipated grand opening in Q4 2020

### EXPERIENCE

**LICENSED REALTOR | C1 BROKERS | 2015 – PRESENT**

LOCATE PROPERLY ZONED COMMERCIAL AND INDUSTRIAL PROPERTY FOR CANNABIS CLIENTS ACROSS THE STATE OF CALIFORNIA; ADVISE CLIENTS ON BUILDING SPECIFICATIONS WITH REGARD TO NECESSITY OF SPECIFIC CANNABIS OPERATIONS

**EXECUTIVE ASSISTANT/REAL ESTATE MANAGEMENT | KUSH SUPPLY | 2014 – 2016**

EXECUTIVE ASSISTANT TO THE COMPANY FOUNDERS; REAL ESTATE MANAGEMENT, PROCUREMENT OF PROPERTIES, AND ASSIST EXECUTIVES IN MANAGING HIGH LEVEL DECISIONS AND TASKS

**LICENSED REALTOR | TARBELL | 2011 – 2015**

LOCATE PROPERLY ZONED COMMERCIAL AND INDUSTRIAL PROPERTY FOR CANNABIS CLIENTS ACROSS THE STATE OF CALIFORNIA; ADVISE CLIENTS ON BUILDING SPECIFICATIONS WITH REGARD TO NECESSITY OF SPECIFIC CANNABIS OPERATIONS

**OFFICE MANAGER | ALOTTA H2O WATER TRUCKS | 2007 – 2011**

MANAGE ALL INTERNAL OPERATIONS OF FAMILY OWNED AND OPERATED WATER TRUCK AND STREET SWEEPING OPERATION; MANAGE PAYROLL, STAFFING, BILLING, CUSTOMER RELATIONS, AND CLIENT INTAKE.

CULTURE
CANNABIS CLUB

## CANNABIS BUSINESS EXPERIENCE

Macy Newell has been a professional in the cannabis industry for 7 years. As a licensed real estate agent, she caters to the needs of her cannabis clients by locating numerous properties properly zoned and compliant per the local municipality. She has practiced as a real estate agent for close to 7 years now, and in this short time she has made many meaningful connections. Her involvement in procuring real estate for cannabis entrepreneurs lead to Macy obtaining her first cultivation license. She realized that her knowledge of products, operations and compliance was growing to give her a competitive advantage in the continuously expanding cannabis market. Before she decided to apply for a retail permit herself, she assisted other cannabis groups in doing so. She has successfully assisted clients obtain licenses in Moreno Valley, Santa Ana, Los Angeles, Long Beach, Richmond and other Cities across California. She single-handedly locates suitable buildings, liaises with the property owners, educates the property owners on cannabis business, and helps lift the stigma on cannabis that keeps many property owners hesitant to enter agreements with cannabis business operators. Receiving raving reviews from colleagues and clients alike, Macy has made a name for herself as "an operator and entrepreneur that goes above and beyond to serve her clients and make solid, fair, business deals."

Macy also brings her background in business management to the operations team. She has extensive experience managing small to medium groups of employees, and her dedication to organization and best practices means that businesses operating under her wing are cognizant of compliance, organization, quality assurance, and customer satisfaction. Macy looks forward to organizing events and liaising with the City to bring the best of Culture to the community. Macy is innovative and has a keen eye for upcoming opportunities, a skill that will help the business thrive in the City, while taking care of its neighbors.



PLANNING AND BUILDING SERVICES DEPARTMENT
Planning Division

City of Richmond

January 17, 2018

Macy Newell
c/o Zohar Schwartz
5940 College Avenue, Suite K
Oakland, CA 94618

PROJECT NO: PLN17-346
PROJECT NAME: MACY EAST BAY CULTIVATION FACILITY
LOCATION: 350 CARLSON BLVD, BUILDING 5
APN: 513010005
STATUS: APPROVED WITH CONDITIONS

Dear Mr. Schwartz,

At its November 2, 2017 meeting, the Planning Commission approved the Conditional Use Permit and Certificate or Appropriateness for your project, subject to the conditions of approval listed.

The Planning Commission's decision is subject to a 10-day appeal period which ended at 5:00 PM, on November 13, 2017. Since no appeals were filed by the end of the appeal period, this decision has become final. At this time, you may prepare an application for building permits. We recommend that you discuss the building permit application submittal requirements and fees with the Building Division prior to submitting your application as they vary by project type. The Building Division can be reached at (510) 620-6868. Your project plans will need to be signed off by the Planning Division prior to submitting your building permit application to the Building Division. This letter and all conditions of approval must be incorporated into each plan set you submit.

Please do not hesitate to contact me at (510) 620-6662 for any questions you might have. It has been a pleasure working with you through the planning process.

Sincerely,

ROBERTA FELICIANO
PLANNER II

# FINANCIAL RESOURCES

## EXPLANATION OF USE OF FUNDS

Owner Chris Francy will provide the company with a $1,200,000 line of credit for initial construction costs and first year operating expenses. Since our money comes from our owners, we know we can get started on our project as soon as the city grants all necessary permits and permissions. We do not have to delay while searching for outside funding sources.

Tenant improvements = $307,919.55

First 3 months of operating expenses = $464,882.47

We anticipate tenant improvements + first 3 months of start-up expenses to total approximately $772,082.02.

This leaves Culture with more than enough financial cushion for tax withholding and any unforeseen costs that may arise. Owner Chris Francy may loan beyond his initial $1,200,000 of funding if necessary.

**[See Business Plan for full Profit & Loss Statement and Pro Forma]**

CULTURE
CANNABIS CLUB

## PROOF OF FUNDS

charles SCHWAB

Schwab One® Account of
CHRISTOPHER ROBERT FRANCY

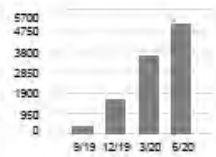
Account Number
[redacted]6805

Statement Period
June 1-30, 2020

Account Value as of 06/30/2020:$ 5,041,468.64

| Change in Account Value | This Period | Year to Date |
|---|---|---|
| **Starting Value** | **$ 4,423,838.78** | **$ 1,549,077.53** |
| Credits | 1,101.55 | 2,002,262.14 |
| Debits | 0.00 | 0.00 |
| Transfer of Securities (In/Out) | 0.00 | 0.00 |
| Income Reinvested | (1,027.23) | (2,082.22) |
| Change in Value of Investments | 617,555.54 | 1,492,211.19 |
| **Ending Value on 06/30/2020** | **$ 5,041,468.64** | **$ 5,041,468.64** |
| **Total Change in Account Value** | **$ 617,629.86** | **$ 3,492,391.11** |
| | **13.96%** | **225.45%** |

Account Value [in Thousands]




| Asset Composition | Market Value | % of Account Assets |
|---|---|---|
| Bank Sweep[X,Z] | $ 1,643,115.18 | 33% |
| Equities | 2,789,798.00 | 55% |
| Equity Funds | 325,125.46 | 6% |
| Exchange Traded Funds | 283,430.00 | 6% |
| **Total Assets Long** | **$ 5,041,468.64** | |
| **Total Account Value** | **$ 5,041,468.64** | **100%** |

Overview



- 55% Equities
- 6% Equity Funds
- 33% Bank Sweep [X,Z]
- 6% Exchange Traded Funds

**We care about our relationship with you.**

In this envelope you will find a booklet containing important information about our services. **Please read this booklet first.** Our **Client Relationship Summaries** highlight the nature of the brokerage and investment advisory relationships available at Schwab, as well as how our brokerage and advisory services and fees differ from each other. Our **Best Interest Disclosure** gives more detailed information about our business practices that apply when we act as a broker-dealer and make a recommendation to you. You can always visit Schwab.com/transparency to find the most up-to-date versions and read the latest information about our commitment to acting in your best interest. Thank you for entrusting Schwab with your investment needs. (0620-0A7A)

CULTURE
CANNABIS CLUB



OneWest Bank
A Division of CIT Bank, N.A.

**Customer Service Information**

**For Assistance Call:**
877.741.9378

**Visit Us Online:**
www.owb.com

**Written Inquiries:**
OneWest Bank
P.O. Box 471
Santa Monica, CA 90401

00006721 TOWCN202002020052301 01 00000000
CHRISTOPHER FRANCY REV LIV TR
DTD 6/29/11
RESTATED ON 3/7/18
CHRISTOPHER FRANCY, TTEE
4 WHISPER CIR
LADERA RANCH CA 92694-0207

Statement Date: May 23, 2020
Days in Statement Period: 30

**PREMIUM MONEY MARKET** Account Number: [redacted]53

## Statement Summary

| | |
|---|---|
| **Previous Statement Balance as of 04/23/20** | **$54,279.37** |
| + Deposits / Credits | 289.85 |
| - Withdrawals / Debits | - 0.00 |
| - Checks | - 0.00 |
| **Ending Balance as of 05/23/20** | **$54,569.22** |

## Deposits / Credits

| Date | Description | Amount |
|---|---|---|
| 05/23 | INTEREST CREDIT | 289.85 |
| **Total Deposits / Credits** | | **289.85** |

## Ledger Balances

| Date | Amount | Date | Amount |
|---|---|---|---|
| 04/23 | 354,279.37 | 05/23 | 354,569.22 |

CULTURE
CANNABIS CLUB

**NEVADA STATE BANK**
THE DOOR TO YOUR FUTURE

P.O. Box 990 • Las Vegas, NV 89125-0990 | www.nsbank.com

**Statement of Accounts**
Page 1 of 4
This Statement: June 21, 2021
Last Statement: May 21, 2021

Primary Account 983476763

**DIRECT INQUIRIES TO:**
Reddi Response
24-hour Account Information:
Las Vegas: (702)383-0009
Reno: (775)852-6611
1 (800) 727-4743 (outside local areas)

Loan By Phone
Las Vegas: (702)399-Loan (5626)
Reno: (775)851-8811
1 (800) 789-4671 (outside local areas)

0005527

CHRISTOPHER FRANCY
THE CHRISTOPHER R FRANCY REVOCABLE
LIVING TRUST
10833 SCAMADELLA ST
LAS VEGAS NV 89141-3844

## SUMMARY OF ACCOUNT BALANCE

| Account Type | Account Number | Checking/Savings Ending Balance | Outstanding Balances Owed |
|---|---|---|---|
| Basic Checking Account | [redacted] | $2,315,099.79 | |

## BASIC CHECKING ACCOUNT 983476763

| Previous Balance | Deposits/Credits | Charges/Debits | Checks Processed | Ending Balance |
|---|---|---|---|---|
| 2,119,741.93 | 209,680.08 | 14,322.22 | 0.00 | 2,315,099.79 |

### 8 DEPOSITS/CREDITS

| Date | Amount | Description |
|---|---|---|
| 05/28 | 3,000.00 | DEPOSIT 7373024966 |
| 05/28 | 6,916.67 | DEPOSIT 7373024964 |
| 05/28 | 10,613.41 | DEPOSIT 7373024960 |
| 05/28 | 10,808.63 | DEPOSIT 7373024962 |
| 05/28 | 27,666.24 | DEPOSIT 7373024958 |
| 06/07 | 15,600.00 | SWEETWATER CANYO ACH BA REF # 021158003610652 1108324359 |
| 06/07 | 134,809.10 | DEPOSIT 7373046578 |
| 06/15 | 266.03 | Madison Rich Opp Distri Investor ** REF # 021166010369219 1106401947 |

### 5 CHARGES/DEBITS

| Date | Amount | Description |
|---|---|---|
| 05/27 | 796.89 | USBANK LOAN PAYMENT *******175461REF # 021146005692253 1106716500 |
| 06/02 | 2,149.91 | United Wholesale Mortga *******456 REF # 021153010120964 1107543452 |
| 06/14 | 10,340.09 | CAPITAL ONE CRCARDPMT REF # 021165008645860 1107330953 |
| 06/16 | 1,032.83 | USBANK LOAN PAYMENT *******157650REF # 021166010624677 1107026188 |
| 06/21 | 2.50 | PAPER STATEMENT FEE 0000103823 |

### 0 CHECKS PROCESSED

There were no transactions this period.

### AGGREGATE OVERDRAFT AND RETURNED 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 |

To learn more about our other products and services that may lower the cost of managing account overdrafts or to discuss removing overdraft coverage from your account, please contact Customer Service or visit your local branch.

A division of Zions Bancorporation, N.A. Member FDIC

# PROJECT DESCRIPTION

CULTURE
CANNABIS CLUB

## DESCRIPTION OF PRODUCTS AND SERVICES

Culture carries a variety of brands and strains, which will be adjusted to meet the quantity and variety demanded by our customer base. These are a few examples of the types of products and partnerships already in place to stock our sister store in Long Beach, As we stock our shelves for our other locations, we will be able to get a good understanding of market demands by the time our Wildomar location opens at the Q1 of 2022, and we will be able to incorporate future *Culture* branded products in our offering as well.


















CULTURE
CANNABIS CLUB

COAST



**COAST Pre-rolls**: 0.5 grams of flower per tin, 7 prerolls (filtered or non-filtered)
Dream (indica); Chill (hybrid); Excite (sativa); or CBD Blend
**$7.00/tin**
**20 per case**

**COAST singles**: .5gr flower (same flavors) Filtered and unfiltered
**$1.00/each **SPECIAL PRICING****
**40 per case**

smooth.





**SMOOTH**

Premium Mixed - light Humboldt-Grown Flower

White Tahoe Cookies, Illemonati, Jelly Sickle, Sunset Sherbet, Sundae Driver - **$13**

Flower Plant, Birthday Cake **$12**

Chem D - 12.65%, Gelato, Gelato 33 - **$6.40**

**Smooth Pre-roll - $3.25**
Cookies, Chem D, Gelato, Gelato 33, Grease Monkey, Zkittlez

## CHOCOLATE BITES

These delectable edibles combine the finest, all-natural ingredients and the convenience of microdosing for on-the-go enjoyment. Delicious bites are available in a variety of award-winning milk and dark chocolate flavors.

**CHOCOLATE BITES (100mg THC)**
Wholesale ..... $10/unit
Case size: 1 unit



CALIFORNIA RAISINS
Milk Chocolate
.625mg THC/piece



STRAWBERRY
Milk Chocolate
3mg THC/piece



STRAWBERRY
Dark Chocolate
3mg THC/piece



HIGHBUSH BLUEBERRY
Dark Chocolate
.625mg THC/piece



SALTED CARAMEL ALMONDS
Dark Chocolate
.625mg THC/piece

18

## Specialty Products



### Pre-rolls
~15-18% THC

**Strains**
- Shotgun OG x Banana Split Bruiser
- Backseat Jack x Sour Power Hour

1 GRAM
$4.50/unit $9 MSRP
24-unit case $108 per case



### Kief
~40-50% THC

**Strains**
- Backseat Jack
- Shotgun OG

1 GRAM
$7.50/gram $15 MSRP
24-unit case $180 per case



### Hash
~50-60% THC

**Strains**
- Sour Power Hour
- Don Zkittlez
- WhoOody
- Padrino Purps

1 GRAM
$10/gram $25 MSRP
24-unit case $240 per case



### Live Resin
~60% THC

**Strains**
- Tangielant
- Crazy Daze OG
- Blue Bayou Berry

1 GRAM
$17.50/gram $35 MSRP
24-unit case $420 per case

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GOLD COAST



**GOLD COAST pre-rolls**
Strains include: Blackjack, Super Glue, Alien OG, Blue Cookies, Lemon OG, Strawberry Banana, Game Changer, SuzyQ CBD

**$2.50 / .8 gram**
**40 per case**

FLÏ™



****New Redesigned FLi High Terp Cart - $11**

- High Potency Premium Distillate - 75-85% (.5 gram)
- 5 Strains - Jack Herrer, Blueberry Kush, Crape Stomper, Tangie and Pineapple Express
- Over 90 natural terpenes are used to formulate our family of strains
- All New iKrusher Hardware with solid ceramic coil (same as Heavy Hitters) that delivers thicker vapor without compromising flavor
- All New Recycled Packaging - fully recyclable and biodegradable

CLOSEOUT SALE





**FLi High Terp Syringe*:** $22/full gram ...****Special Pricing** $11.00**
Tangie, Super Lemon Haze, Blueberry, Skunk#1

**FLi Dabbing Oil*: **SPECIAL PRICING** $10//gram**
GG#4
Sour Tangie

FLÏ
CANNABIS-INFUSED
MINI MINTS



**FLi Mini-Mints:**
Fresh Mint Indica; Sour Apple Hybrid; Sunny Citrus Hybrid, Juicy Mango Sativa, Wild Grape Indica ...20 mints/5mg THC per mint
100mg THC per bottle
**$3.50 - **SPECIAL PRICING****
**20 per case**

Premium Cannabis Cell Cream
NANO BIODERM




**NANOBIODERM**
**cell cream**
Nanotechnology cellular pain relief cream:

Pain, Arthritis, PMS, Neuropathy

**$30/bottle - 1oz -**
****SPECIAL PRICING****
**12 per case**

**$20 /bottle - ½ oz - **SPECIAL**
**12 per case**

CLOSEOUT SALE




## ESTIMATED QUANTITY OF PRODUCTS

**Accessories & Apparel.** We will carry accessories such as jars, boxes, rolling devices, smoking/vaping devices, batteries and glassware. We will carry our branded apparel such as t-shirts, hats, and jackets. We currently carry 63 accessories and 6 different apparel options.

**Edibles.** We currently offer 76 different edible options of varying weights and quantities, under 17 different brand names. Edibles are a large part of the growing cannabis market. A Cannabis edible is a THC-infused product that can be consumed by the client. Infusing Cannabis into foods is a long-practiced and very effective method to use Cannabis as medicine. Culture plans to offer several different edible product lines to cater to the various, nutritional, financial and taste needs of clients. Infusing Cannabis into foods is a long-practiced and very effective method to use Cannabis as medicine. Careful dosing is important. This may include beverages, coffees, pastries, chocolates, and gummies. Edibles can be as effective as smoking or vaping.

**Concentrates.** This type will ensure clients have a variety of consumption methods that suit each person's needs and lifestyle. Our line is designed to provide high levels of cannabinoids and THC in a readily accessible form which provides instant relief for serious conditions. We currently carry 115 different oil cartridges from 10 different brands, 91 oil extracts from 11 different brands, and 35 solvent-less extracts from 5 different brands.

**Raw Flower**. We currently offer 126 raw flower products, under 17 different brand names. Raw Cannabis Flower will be sold in a mix of Indica and Sativa depending on client demand. Indica is known to reduce nausea, increase appetite and fight depression while Sativa is known for its uplifting effects that energize clients with strong cerebral effects. Finished, dried, manicured, cured Cannabis will be sold in 0.5g increments. Culture plans to begin with 25-50 medicinal varieties of Cannabis. We also currently carry 45 different pre-roll cigarette options.

**Services.** We value overall wellness for our customers and community. This is why we have set up other wellness programs for our verified customers, such as yoga courses, massage or physical therapy with licensed professionals, and community education courses. We also offer private consultations to ensure our visitors feel heard, and understand all of their wellness options. Our customers come to us for a multitude of desires and needs, and know they can rely on our expertise and care. We will ultimately choose a location that suits the space requirements of the services we wish to offer as well.

**Tinctures.** A Cannabis tincture is a cannabis-based extract that is infused with alcohol. We carry 16 different tinctures at our Dispensary. Typically, the flowers and trim leaves are used. This product provides easy dosing for clients with rapid absorption. This line is designed to make dose control easy for clients, with rapid absorption and effect. Tinctures can be flavored for better taste.

**Topicals/Personal Care.** We currently carry 21 different topical/personal care options for our customers, from creams, body oils, bath soaks, patches, and lip balms. Topicals are ideal for assisting clients who are arthritic or have aching injuries. Topicals have an analgesic and anti-inflammatory effect to reduce or eliminate pain.



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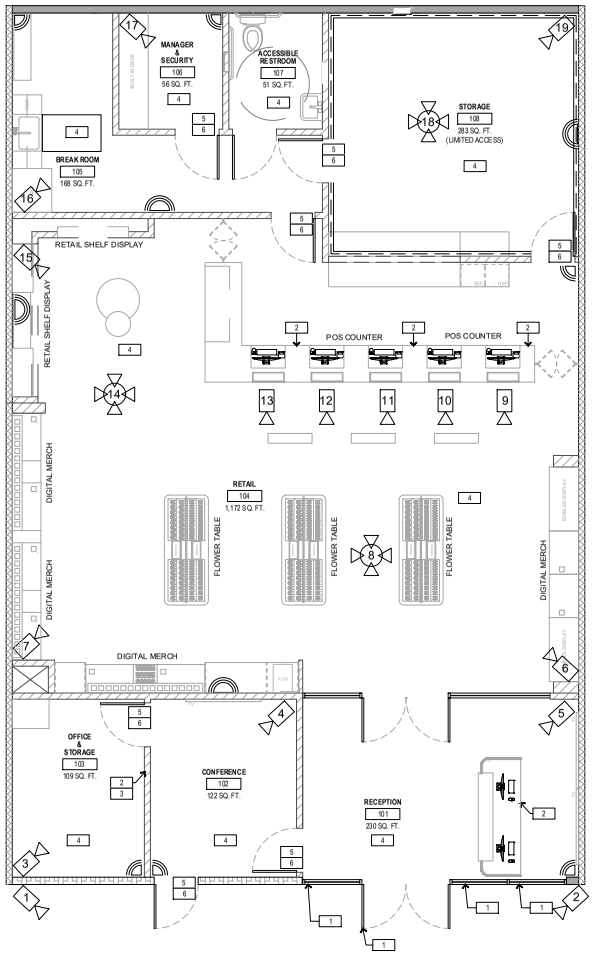
## FLOOR PLAN

## LEGEND

- SECURITY CAMERA
  16 PROPOSED
- FISH-EYE SECURITY CAMERA
  3 PROPOSED
- MOTION SENSOR
  6 PROPOSED
- 180-DEGREE MOTION SENSOR
  4 PROPOSED

## KEYNOTES

1. ALARM CONTACTS
2. HOLD UP DEVICE (PANIC BUTTON)
3. ALARM CONTROL PANEL
4. EMERGENCY LIGHTING
5. MAGNETIC LOCK
6. FOB LOCK



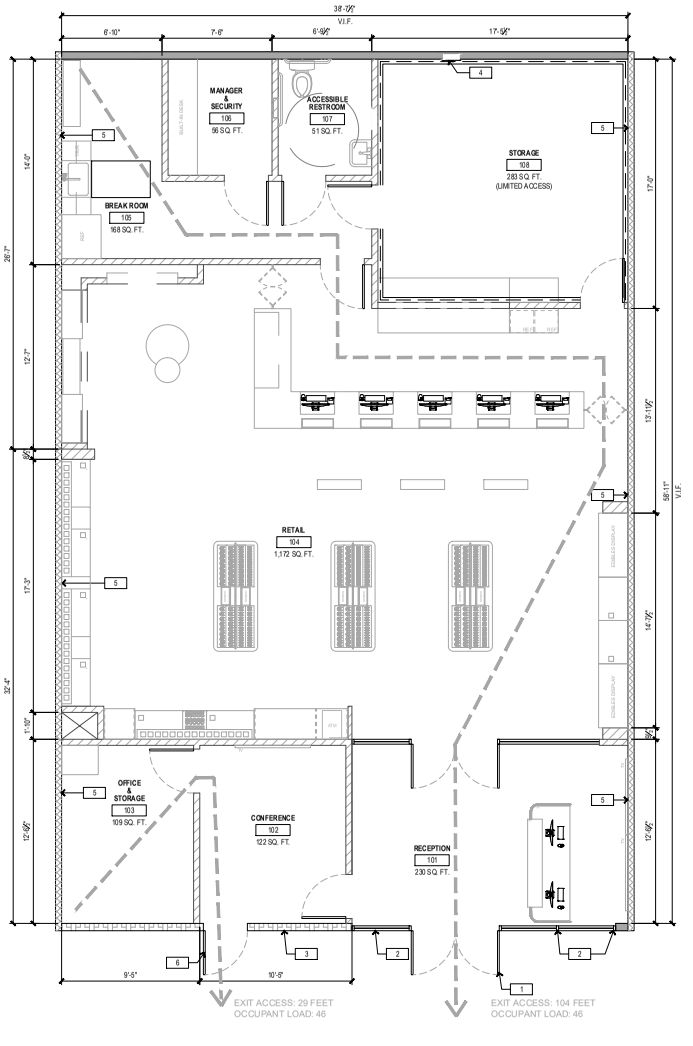

PROPOSED SECURITY PLAN 1/4"=1'-0" (2)

## LEGEND

- EXISTING EXTERIOR WALL
- NEW NON-BEARING WALL
- EXISTING DEMISING WALL
- NEW EXTERIOR WALL

## KEYNOTES

1. EXISTING STOREFRONT DOOR TO REMAIN
2. EXISTING STOREFRONT MULLIONS AND GLAZING TO REMAIN
3. PROPOSED STOREFRONT CMU WALL
4. EXISTING ELECTRICAL PANEL TO REMAIN
5. EXISTING DEMISING WALL TO REMAIN
6. PROPOSED NEW EXTERIOR DOOR




PROPOSED FLOOR PLAN 1/4"=1'-0" (1)


HESTIA ATELIER
555 ANTON BLVD. SUITE 150
COSTA MESA, CA. 92626


LICENSED ARCHITECT
C-34970
REN. 09/30/21
STATE OF CALIFORNIA

Consultant

CULTURE CANNABIS CLUB OF WILDOMAR
33980 MISSION TRAIL SUITE A & B
WILDOMAR, CA 92595

PROPOSED FLOOR PLAN & SECURITY PLAN

Project Number:
Plan Check Number:
2021-06-09 CUP SUBMITTAL

SHEET
A2.0

PRELIMINARY - NOT FOR CONSTRUCTION


dwg last saved: Jun/9/2021 1:02 PM by Raquel Hernandez
sheet plotted:
drawing file name: plan.dwg


090

275

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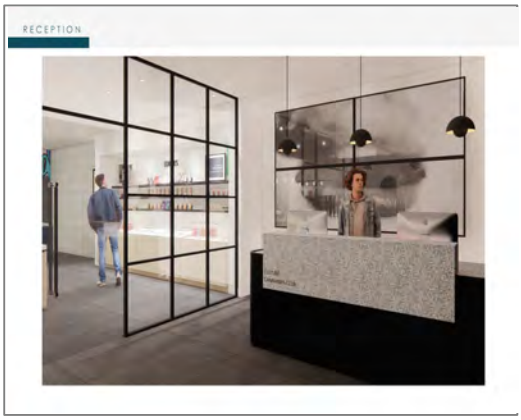
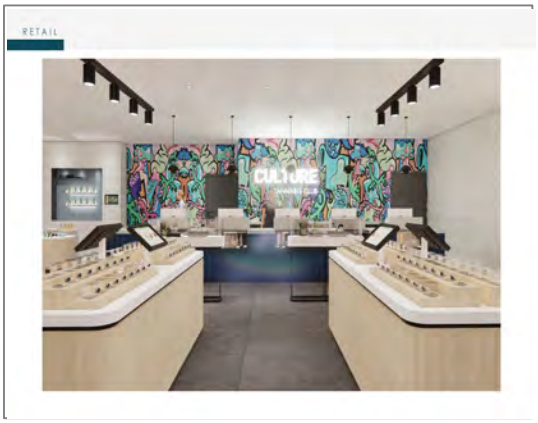
## PROPOSED FACILITY DETAILS

The total square footage of the proposed retail facility is 2,275 square feet. Customers and scheduled visitors enter the main door into a 230 square foot Reception Area. Here, customers will have their identification checked and will communicate with the reception team their Medical Patient status, Culture membership status, be offered orientation if they are new, and/or have their secure file updated with any information changes. Customers will wait their turn in Reception Area until they are invited to proceed to the Sales Floor. The Sales Floor, controlled by an electronic buzz-in system, is diligently controlled for customer flow and adjusted based on the number of Budtenders and Security on shift. The Sales Area is 1,172 square feet of display cases where customers can browse, ask questions, and make their desired selection for purchase. Once purchases have been finalized, products will be placed in Opaque Child-Proof Packaging, before customers exit a secure door directly from the Sales Area.

Beyond the Sales Area is a Limited Access Area, accessible only by approved staff members, and approved guests accompanied by a staff member. There is a Secure Storage room of 283 square feet, Security Monitoring/Management/Conference Room of 181 square feet, an Employee Break Room of 168 square feet, and a unisex Bathroom of 51 square feet.









ISOMETRIC VIEW



RECEPTION




RETAIL




RETAIL




RETAIL




RETAIL



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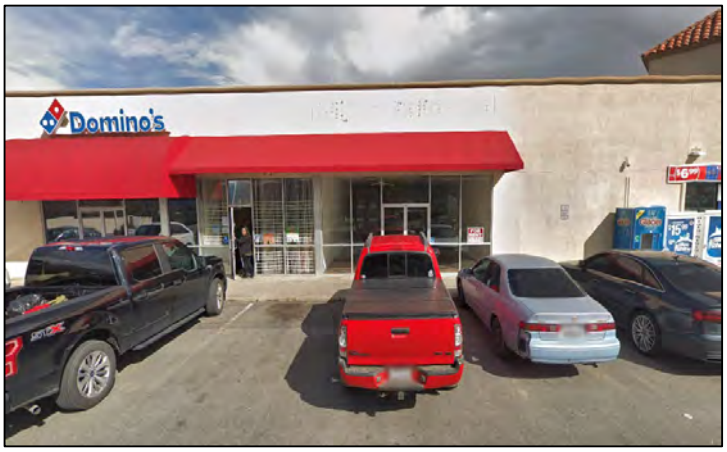
CANNABIS CLUB

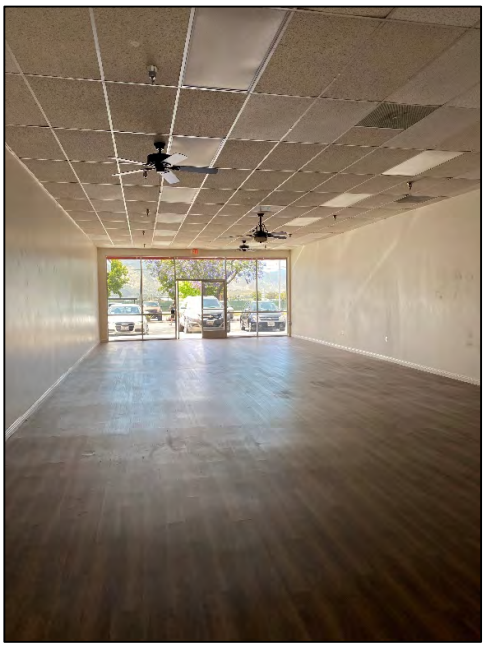
## PHOTOS OF PROPOSED PREMISE

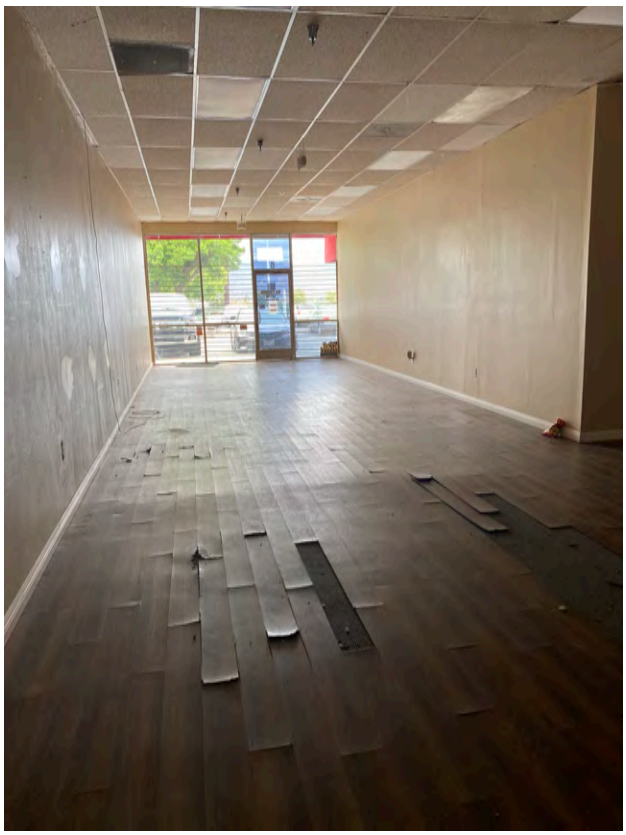
















## HOURS OF OPERATION

Hours of operation will be from 8am-10pm daily, unless otherwise directed by the City.

**Store Opening Procedure and Policy**

- One security guard will be onsite at all times, and especially aware of staff opening and closing routines.
- At least two employees must be present to open the facility.
- The security guard will give the employees an "all clear" that the perimeter of the building and nearby streets have been surveyed.
- The two employees will enter the facility, while the security guard is stationed at a distance from the entrance and with clear view of the street.
- Upon entering the facility, the employee will re-lock the front door and disarm the premises' alarm system. If the employee is threatened while disarming the system, he/she will enter a duress code into the alarm system keypad.
- After disarming the premise alarm system, one employee will be stationed in view of the door, and the security guard will walk around the premises to look for signs of intruders or forced entry. The employee will pay special attention to restrooms, offices, and other areas where an intruder may hide. If an intruder is suspected, or a sign of forced entry is noticed, the employee will immediately leave the facility and call 9-1-1 and then call the facility's third-party licensed security company. If the employee cannot exit the facility safely, employee will determine if a panic button can safely be alarmed, or if he/she should seek protection out of harms way.
- After checking the interior of the facility, the inside employee will post the predetermined "all-clear" signal to the security guard.
- If the guard does not receive a text of "all-clear" after five minutes or sees signs of anything suspicious, he/she will immediately call 9-1-1.
- Safes, cash kiosks, and vaults should be disarmed at the latest practical time. If an employee is threatened while disarming the vault he/she will enter a duress code into the alarm system keypad.
- The front door will remain locked until opening time.
- Before opening for business, all camera views will be checked to make sure cameras are working and aimed properly. Surveillance and recording devices will also be checked to verify that it is recording. Any problems with the cameras or recording devices will be immediately reported to the security company.
- Before unlocking the doors, all security cameras will be reviewed and the guard will be notified for an "all-clear" to unlock the doors.

**Store Closing Procedure and Policy**

- Fifteen minutes before closing time the security guard will position him/herself at a distance from the building for a line of sight of the street. The closing manager will let security know when the last customer/patient is out of the inside and will lock the patron entry door from inside. An employee will be stationed at the front door to let any patrons remaining in the facility out one at a time.
- Employees and security guard should take special notice of any customers/patients that seem to be loitering or intentionally trying to be last in line. Anyone who seems to be intentionally loitering should be reported to the to the manager and security guards.
- No customers/patients will be admitted after the doors have been locked.
- Any employees attempting to gain entrance must show proper identification. No vendors or service technicians will be allowed access unless they have been given prior authorization.
- After the final customer/patient leaves, and the front door has been locked, one employee will conduct an initial walk-through of the area.
- Special attention will be paid to restrooms, employee area, storage rooms, inventory room, and any areas where individuals could be hiding.

- One employee will be designated to conduct a final walk through of the premises before final closing. At this time, the employee will confirm that all cash, negotiable items, and valuables have been properly stored and that all safes and cabinets have been locked. The alarm system controlling the safes, cash kiosks, and vaults will be armed at this time.
- Prior to leaving, all lights will be turned off, except for those lights that will allow the lobby to remain visible from the street after hours.
- Two or more employees will remain in the facility until final closing.
- Before leaving, closing manager shall review the security cameras for an "all-clear" to exit and then text the security for an "all-clear" to exit. The closing manager will arm the premise alarm system and verify that the employee exit door is locked from outside. Remaining employees will be escorted to their vehicle by the security guard.

## OPERATING TIMELINE AND NARRATIVE OF CONSTRUCTION AND TENANT IMPROVEMENTS

### PROPOSED IMPROVEMENTS

Most of our tenant improvements will be aesthetic. The unit at this time is empty with no internal walls or fixtures. Therefore, demolition will be minimal. The unit already has a functioning sprinkler system. We will ensure all electrical and plumbing is updated and functions properly, and we will ensure an adequate HVAC system which meets the requirements of cannabis retail operations is installed. We will insert non-load bearing walls (see floor plan) to create a: Reception, Sales Area, Employee Break Room, Secure Product Storage room, and a Management/Security/Meeting room. After all structure and utility components are sufficient, we will follow our Culture design concept to create a beautiful store with natural wood and stone features throughout, with touches of blue and green accent in line with our brand.

### ASSUMPTIONS TO CALCULATE PROJECTED DATES

Planning Review and Corrections will take 2 months = complete by September 1, 2021

Interviews with City Council will take 2 months = complete by November 15, 2021

Issuance of Permits will take 1 month = complete by December 15, 2021

### DESIGN/PLAN REVIEW

**Complete September 1, 2021**

Entitlement (CUP)

- Drawing and other document prep: 2-3 weeks
- Plan check/Building/Fire/Police Department Review: 5-8 weeks (this heavily depends on the city)

Construction Documents

- Survey and creation of as-builts: 2 weeks
- Plan preparation: 4 weeks
- Permitting: 8-12 week (this heavily depends on the city)

### SIGNAGE APPROVAL

**Complete October 1, 2021**

All signage at the licensed premises will conform to city Municipal Code.

## ISSUANCE OF STATE LICENSE(S)

**Complete September 1, 2021**

We will submit for and obtain a Type-10 Store-Front Retail license for Medicinal and Adult-Use with the Bureau of Cannabis Control. Current processing time to receive a Provisional State License is approximately 4-8 weeks from the time of issuance of a City license. A Provisional State License cannot be issued until a valid City license has been issued.

## ISSUANCE OF CBOP/LAND USE PERMIT

**Complete September 1, 2021**

We anticipate it will take anywhere from 4-8 weeks to obtain a final approved Land Use Permit from the City Planner.

## ISSUANCE OF BUILDING PERMIT

**Complete November 31, 2021**

We anticipate it will take anywhere from 8-12 weeks to obtain all necessary building permits to commence tenant improvements from the City.

## COMPLETION OF CONSTRUCTION

**Approximate January 31, 2022**. We project tenant improvements to take 8-12 weeks to complete.

## ISSUANCE OF OTHER REGULATORY PERMITS

**Complete February 31, 2022** and pending final Health Department and Business Licensing inspections.

We anticipate it will take anywhere from 4-8 weeks from the time of a City issued license/permit to obtain all other regulatory permits to operate.

## OPENING OPERATIONS

**Quarter 1, 2022**. If completion of construction is on schedule for July-August 2021, pending final City Health Department and Building inspections, we project commencing retail sales by September-October 2021.

CULTURE
CANNABIS CLUB

## STATEMENT OF DELIVERY SERVICE

Delivery service to customers that place mobile orders will be provided through our retail store.

Culture shall 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. Our procedures for customer identification and delivery address identification are described in further detail below.

## DELIVERY PLAN

Culture utilizes secure delivery vehicles that can:

- Adequately monitor delivery processes
- Comply with state and city delivery protocols
- Ensure the security of delivery drivers and inventory being transported

### PROCEDURE

- Delivery Car Loading:
  - Loading at the facility will take place under the supervision of a security guard at the front parking lot of the facility. All products will be transported from the dispensary to the vehicle and from the vehicle to the designated drop-off locations in a sealed and locked container. Access to the container will require both combination input on an electronic keypad and a physical key.
  - All cannabis goods must be placed in an opaque exit package prior to leaving the premises
  - Delivery car will not contain more than $5,000 of cannabis goods at any time
- Delivery Window:
  - Deliveries will only take place between 8:00 a.m. and 10:00 p.m.
- Tracking:
  - Deliveries will be made only within the State of California which we confirm by requiring submission of GPS tracking records
  - All transport vehicles will be equipped with GPS monitoring and will be required to update the retailer upon every completed delivery
  - We will require the use of a real-time wireless reporting of all deliveries to monitor delivery, which helps prevent diversion during the delivery process. It also allows us to track the location and delivery time of products
- Secured Inventory:
  - Vehicles will be equipped with either a secure lockbox or locking cargo area
  - Vehicles will not have any cannabis identification, and no medicine or paraphernalia will be visible
  - The transport vehicles will be newer model and temperature controlled
  - Products remain in the locked transport container during transport. The incoming container will be removed from the delivery vehicle under the supervision of a minimum of two employees. The container will only be opened once it is securely inside the dispensary
- Delivery Drivers:

- Deliveries will only be made by employees of the retailer
- Drivers will be required to successfully complete training, how to prevent robberies, protect their lives, and stop "car jackings"
- Drivers must remian with the delivery vehicle at all times when cannabis is present
- Drivers shall possess a valid driver's licenses and carry identification which shall be made available to law enforcement or other federal, state, or local government officials, if necessary, to perform the inquiring entities functions and duties
- While engaged in the transport of cannabis and within reasonable time before and after same, drivers may not wear any clothing or insignia which signifies the agent may be in possession of cannabis

- Transportation Manifest
  - Proof of automobile and corresponding liability insurance
  - The name, license number, and premises address of the retailer
  - The name; license number, and premises address of the consumer receiving the cannabis goods
  - The date and time of departure from the licensed premises and approximate date and time of departure from each subsequent customer location, if any
  - Arrival date and estimated time of arrival at each delviery location
  - Driver license number of the driver and the make, model, and license plate number of the vehicle used for transport.

## VEHICLE INFORMATION

The specific vehicle information for each delivery vehicle to be utilized by Culture is demonstrated below. Culture will update this document as more vehicles are added and/or retired from delivery services. Further, if additional vehicles are used or the following information changes, Culture shall update the local and state registry with the updated delivery vehicle information.

Delivery vehicles will be maintained under an automobile insurance policy at a minimum or greater than the required minimum policy amounts set by the city and state regulations.

All delivery vehicles utilized by Culture will be equipped with a vehicle alarm system.

Only qualified employees, that have passed Culture's rigorous delivery specific training sessions, shall be allowed to deliver cannabis products. In addition, the employee must have a clean driving record and be over the age of twenty-one (21). Culture shall maintain an accurate, current list of delivery employees, and shall provide the list to the Bureau upon request. All delivery employees shall be at least 21 years of age, have a valid state driver's license, and have a clean driving record. Criminal background checks for all delivery employees will be conducted.




## TRAINING

Delivery drivers hired by the dispensary shall be trained on delivery procedures and protocols enclosed within this delivery plan, in-line with the dispensary employee handbook, and in accordance with all local and state regulations. Delivery employees must follow the protocols of this dispensary, which aligns its procedures with those of the local and state regulations. No delivery driver may carry cannabis goods or products for any other licensed retailer, or any other cannabis business on his or her person, or in the dispensary's delivery vehicle, while performing deliveries on behalf of this dispensary. If the delivery driver is using a private vehicle, these same rules shall apply for the time during which the delivery driver is being employed and is being paid on the clock for this dispensary.

Training shall include, but not be limited to, driver safety and security, emergency preparedness, cash handling, product security, breaches of security, vehicle maintenance, vehicle inspections, rules and regulations for cannabis delivery services, identity verification methods, traffic laws, break rules, unplanned stops or unforeseen events, GPS and navigation system use, communication/radio system use, order fulfilling and manifest/logs, communicating with local law enforcement, customer service, community sensitivity, dangers and risks of the deviation of cannabis products.

No delivery driver shall commence working until all training courses have been completed to the satisfaction of the management team, and in accordance with local and state regulations.

All delivery employees will be trained on the city and state regulations for cannabis and will partake in all training exercises that the dispensary employees are mandated to attend. The dispensary may send a Manager

or an Assistant Manager on random "ride-along" trips, to ensure the driver is aware of and following all necessary protocols. Culture may choose to utilize body-camera devices for additional security and for training purposes.

Only employees directly employed by Culture shall deliver cannabis goods. Only specifically trained employees shall deliver cannabis products to end consumers. Prior to delivery, the employee shall perform a manual and visual inspection of the delivery vehicle and shall ensure the GPS tracking system and active alarm are fully functional. If there are any issues with the vehicle, especially the safety features, the vehicle shall not be used until the issue has been resolved. In addition, delivery drivers will enroll in an online driver education program which will teach them how to handle potential hazards they may encounter on the job. Each driver will be well informed on the following security and use policies regarding the delivery of cannabis products. No employee shall consume cannabis goods while on-duty, whether delivering cannabis goods to consumers, or while waiting for additional delivery requests at the premises.

Delivery employees will be trained on the following company policies:

- Company vehicles must only be used for official business;
- Delivery personnel may operate company vehicles only on randomly selected routes;
- Vehicles must be locked when they are parked and the alarm active;
- The interior and exterior cleanliness of cars must be maintained by the delivery employee;
- All traffic laws must be obeyed by the delivery employee, including speed limits;
- The delivery employee shall not use the vehicle to give rides to any person (employee or otherwise) unless approved by the manager, and necessary for the Dispensary's operations;
- The delivery employee shall refuel the vehicle at the end of the shift, and shall try to do so when there is no cannabis products or cash in the vehicle;
- A vehicle inspection form must be completed at the beginning of each shift. This inspection involves the checking of fluids, checking for vehicular damage, equipment defects, and security feature glitches;
- Cannabis products must be transported in a safe, secure, and locked storage compartment that is part of the delivery vehicle. Cannabis products must not be visible from the exterior of the vehicle;
- Drivers shall not make any unnecessary stops or detours, except in emergencies, and shall travel only from the dispensary to the consumer's address, from consumer address to consumer address, and/or from consumer address back to the dispensary.

## INCOMING ORDER PROCESSING

Culture's website will provide to customers a user-friendly online shopping experience. There will be a complete list of products, organized by product type (topicals, pre-rolls, concentrates, edibles, etc.). Each product will have a clear picture and price on the main products page, and once clicked on, each product will have a specific product page complete with a full product description, average THC/CBD amount by percentage, effects of the product, and product reviews. Product reviews will be provided by customers. These reviews are meant to be helpful to other customers and will be screened for profanity or other offensive or harmful language.

Customers will create an online account by providing their email address, a password for their account, and their cell phone number. When ordering, customers will enter their name, driver's license/identification number, date of birth, height, eye and hair color, and delivery address. If this address is not at a private address in or around where it is permitted to deliver cannabis products to consumers, the order cannot be placed. The address will also be verified prior to delivery to ensure the address is not located on publicly owned land or any address on land or in a building leased by a public agency.

Cannabis delivery orders are placed online through Culture website, which is linked to the standard point-of-sale software. A retail store employee will be notified on the POS of an order placed for delivery, and if all information is complete and valid. Once the buyer and address have been verified as a physical address in California and not located on publicly owned land or on property leased by a public agency, the retail employee may prepare the order and inform the manager that a delivery is ready to leave the premise.

If at any time the company loses connectivity to its track and trace system for any reason, all deliveries will cease to take place, until such time that connectivity is restored. In the event of a loss of connectivity, the manager will communicate with the driver(s) that they should cease deliveries until further notice, and wait in the vicinity of their current location until further instructions are given. Should the manager anticipate the loss of connectivity to be for an unreasonably extended amount of time, the manager may instruct the delivery employee to cease all delivery activities and return to the premises with all cash and cannabis product to be re-counted and manually tracked for inventory.

## PREPARING ORDERS

The retail store employee charged with receiving and processing delivery orders received through Culture's POS shall follow the dispensary's delivery fulfillment procedures.

All of the product information will be scanned using the barcode tracking system. The employee will confirm that all cannabis and cannabis products to be delivered are labeled and placed in a re-sealable, tamper-evident, child-resistant package and shall include a unique identifier for the purposes of identifying and tracking cannabis and cannabis products. All cannabis products to be delivered shall conform to the local and state regulations for packaging of cannabis products. Employees shall ensure that all labels on the cannabis products conform to the local and state regulations for labeling prior to exiting the facility. No product insufficiently packaged or labelled shall be permitted to leave the facility and should be properly handled according to the facility waste management protocols. No cannabis products that leave the facility intended for delivery shall be contained within any packaging that may be attractive to children.

A delivery manifest will be generated and printed for the delivery employee. The delivery employee will be provided with instructions for order of deliveries, routes, and reminded of cash protocol by the manager on duty, example below.

## VEHICLE PRODUCT STORAGE

Only enclosed motor vehicles will be utilized by the dispensary. No foot, bicycle, skateboard, drone, public or other form of transportation will be utilized by the dispensary for delivery. Neither cannabis product nor cash shall be visible from outside the vehicle. The vehicle shall have permanently affixed lock boxes inside, one to store cannabis product and the other to store the cash. No cash or product shall be left unattended in

the vehicle unless it is locked and the alarm active, and no cash or product shall be left in the vehicle overnight. No portion of the enclosed box, container, or cage, as defined in section 5417 of the BCC Regulations, shall be comprised of any part of the body of the vehicle or trailer.

No more than $5,000 worth of cannabis product shall be in the vehicle at any given time. The value of cannabis goods shall be determined using the current retail price of all cannabis goods carried by, or within, the delivery vehicle of the dispensary delivery diver. The value of cannabis goods carried in the delivery vehicle for which a delivery request was not received and processed by Culture prior to the delivery employee departing from the premises will not exceed $5,000.






## ORDER PROCEDURES

The manager will verify the delivery driver's cash on hand count, and will load the products to be delivered into the vehicle's secure, fixed, storage container. All loadings for delivery shall be done by the delivery driver and a security guard in the parking lot located at the front of the facility. No cash or cannabis goods shall be loaded into the delivery vehicle anywhere but in the facility parking lot. Both the delivery employee and the security guard will ensure the two-way communication system and GPS are in good working order. The manager will ensure the vehicle navigation system is in good working order, and that the pre-set routes have been loaded into the system. The delivery vehicle will have adequate fuel to avoid unnecessary stops. A delivery employee shall not leave Culture's premises with cannabis goods without at least one delivery order that has already been received and processed by Culture. The delivery employee shall only perform deliveries for Culture and shall not perform deliveries for any other third-party licensed retailer at the same time. For clarity, all cannabis products carried in a delivery employees' vehicle at any given time shall be those originating from one dispensary only. Delivery employees may not simultaneously deliver for more than one dispensary.

In accordance with state and local regulations, a delivery may be made to any jurisdiction within the State of California provided that such delivery is conducted in compliance with all delivery provisions of the Bureau. Additionally, at no time shall a delivery be permitted to be made to a school providing instruction in kindergarten or any grades 1 through 12, day care center, or youth center. As proper due diligence, the licensed

business shall ensure, upon receipt of a delivery request, that the customers address is located within the State of California, is a physical location, and is not a school, day care center, or youth center as defined by the Division.

Before leaving Culture's premises, the delivery driver must have a delivery inventory ledger of all the cannabis goods in the vehicle. For each cannabis good, the delivery inventory ledger shall include (table below):

- Type of good
- Brand of good
- Retail value of each good
- Track and trace identifier of each good
- Weight, volume, or other accurate measure of each good

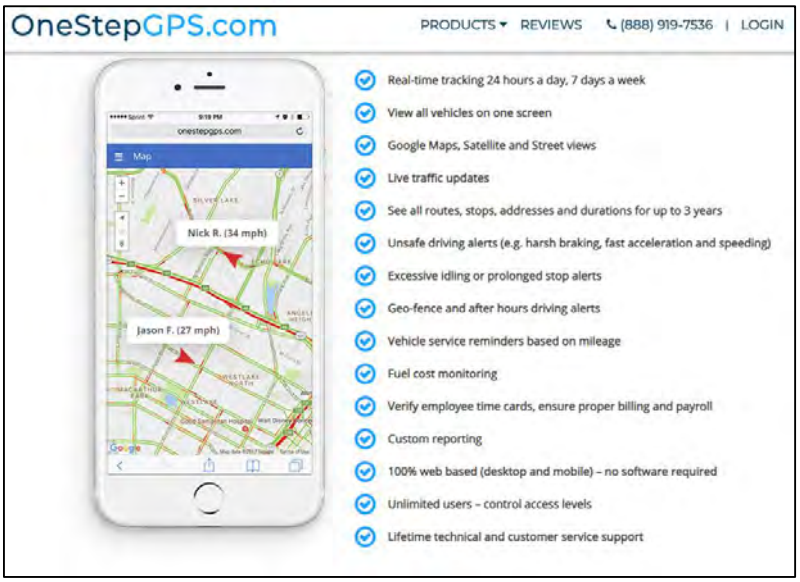
Following *each* customer delivery, the delivery inventory ledger must be updated to reflect the current inventory in possession of the delivery driver (i.e., in the vehicle).

| ***DATE*** | **DELIVERY EMPLOYEE ID** | **PRODUCT DESCRIPTION** | **BRAND** | **WEIGHT** | **VALUE** |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |

## LOCATION TRACKING

A permanent Global Positioning System (GPS) device shall be affixed to each delivery vehicle and shall remain active at all times during the delivery, so that the licensed dispensary can track the geographical location of the vehicle. The GPS device for each vehicle will be owned by the dispensary and used for delivery operations only. Each vehicle will be equipped with an active vehicle alarm system. The GPS communications will be transmitted to the dispensary security system so that a manager or security personnel can track the delivery driver's location at all times. The driver shall not deviate or make unplanned stops except in the event of an emergency, for necessary rest, fuel, or vehicle repair stops, or because road conditions make continued use of the route unsafe, impossible, or impracticable. All deliveries of cannabis goods shall be made in person; Culture shall not use unmanned vehicles for purposes of delivery. The GPS tracking system should be capable of tracking the delivery employee at all times and maintain a documented history of all locations traveled to by the delivery employee while engaged in delivery. All location history shall be maintained by the business for a period of no less than ninety (90) days and will be stored electronically and securely with Culture's electronic data storage system. All records will be made available to state or local officials at any time.

CULTURE
CANNABIS CLUB




## COMMUNICATION WITH HOS AT LICENSED PREMISE

The delivery employee shall use vehicle-mounted, hands free navigation system at all times, and a blue-tooth devide to make calls and communicate with retail security. The delivery employee shall not use a hand-held cell phone while driving and shall make efforts to maintain the navigation routes, except in the event of an emergency, for necessary rest, fuel, vehicle repair stops, or because road conditions make continued use of the route unsafe, impossible, or impracticable. The delivery employee shall carry a copy of Culture's city and state retail licenses, the employee's government-issued identification, and an identification badge issued by Culture. Delivery employees shall avoid making unnecessary stops, or from deviating from the navigation system route or the delivery manifest instructions as much as possible. Should a delivery driver need to make a stop, re-fuel the vehicle, or deviate from the route, the manager or security guard shall be notified of all the pertinent details. The delivery driver shall maintain a log that includes all stops from the time the driver leaves Culture's premises to the time the driver returns to Culture's premises. The log shall also include the reason for the logged stop. The log shall be turned in to the manager upon the driver's arrival back at the dispensary. Culture shall maintain the logs pursuant to its record keeping policies.

## NAVIGATION

The delivery employee shall use vehicle-mounted, hands free navigation system at all times, and shall make efforts to maintain the navigation routes, except in the event of an emergency, for necessary rest, fuel, vehicle repair stops, or because road conditions make continued use of the route unsafe, impossible, or impracticable. Delivery employees shall not use hand-held navigation devices and shall not use their personal cell phones while driving, to either communicate with the dispensary, or to navigate. All navigation devices will be GPS communicating with the dispensary system so the manager can track the driver's route in real time. Should there be unforeseen events, such as construction or road-blockages, the delivery driver shall notify the dispensary manager of the anticipated change in route or stop to be made.

## BREAKS AND STOPS

The driver shall take a route from the licensed dispensary to the delivery address, directly from delivery address to delivery address, or delivery address back to the licensed dispensary. All stops should be communicated to the dispensary manager. At no time shall the vehicle be left idling. Unattended vehicles must be locked with the alarm system activated. Required rest breaks shall be communicated to the dispensary manager and logged in the driver's stop log. Delivery employees shall not fulfill orders received while in the process of a delivery unless accompanied by a valid delivery request receipt. Delivery request receipts received while in the process of a delivery shall contain all information required by section 5420 of the bureau of cannabis control regulations, except the date and time of delivery and the consumer's signature. All cannabis product that is not intended for immediate delivery shall be accurately logged and the logs updated when fulfilling new delivery requests received while away from the dispensary. The delivery driver shall not leave the state of California while possessing cannabis goods. The driver shall not consume cannabis goods while delivering cannabis good to consumers, or at any time in between scheduled deliveries, including while on required rest breaks.

The delivery driver shall maintain a log that includes all stops from the time the driver leaves Culture's premises to the time the driver returns to Culture's premises (table below). The log shall also include the reason for the logged stop. The log shall be turned in to the Manager upon the driver's arrival back at the dispensary. Culture shall maintain the logs pursuant to its record keeping policies.

| DATE | EMPLOYEE ID # | LOCATION OF STOP | REASON FOR STOP |
|---|---|---|---|
| | | | |
| | | | |

## RECEIVING NEW ORDERS

Delivery employees may receive orders while in the process of a delivery. All orders will originate from the dispensary, and the delivery employee shall not receive or fulfill orders for any other dispensary at the same time. Delivery vehicles will not carry any cannabis goods or products of a value in excess of $5,000. If a delivery driver does not have any delivery requests to be performed for a 30-minute period, the driver shall not make any additional deliveries and shall return to the licensed premises. Required meal breaks shall not count towards the 30-minute period.

When the dispensary receives new delivery order requests, a delivery request receipt will be electronically sent to a delivery driver that is currently out on or returning from a delivery. Culture will utilize electronic devices capable of receiving delivery request receipt information in the appropriate form to meet all state regulations. The dispensary will use its best efforts to utilize the driver closest to the delivery destination, and that has the necessary product to fulfill the order.

When a delivery employee receives a request electronically, the driver shall make a reasonable effort to finish the current delivery, and then stop or park the vehicle at a reasonable moment, and a reasonable location without violating any road or parking regulations. The delivery employee shall then review the delivery request receipt and cross-reference the vehicles current inventory log to ensure the request can be adequately fulfilled. Once this is confirmed, the delivery employee shall communicate with the dispensary manager that s/he can fulfill the request, shall confirm the most reasonable route to be taken, and anticipated time of the delivery. The manager and delivery employee shall both update their delivery manifest to account for the additional delivery/ies to be made. Stop logs, inventory logs, cash logs, and any other necessary documentation will be updated to include delivery requests received while outside the dispensary.

Culture will not stock delivery vehicles with more than a $5,000 value of cannabis products at any given time. Culture will use its inventory tracking system to evaluate sales and determine the best-selling products to supply the delivery driver with a variety likely to be requested by consumers. While the dispensary cannot anticipate the needs of every consumer, it will use its best efforts to keep a variety of products stocked in the delivery vehicle to fulfill orders sufficiently. In the case that none of the dispensary's drivers can fulfill a delivery request receipt, one of the drivers will need to return to the dispensary to fulfill the order before making the delivery.

## DELIVERY REQUEST RECEIPT

- The delivery request receipt will include (see below):
- Name and address of Culture
- First name and employee number of the delivery employee who delivered the order
- First name and employee number of Culture employee who prepared the order for delivery
- The first name of the customer and a retailer-assigned customer number for the person who requested the delivery
- Date and time the delivery request was made
- Delivery address
- A detailed description of all cannabis goods requested for delivery, which shall include the weight, volume, or any other accurate measure of the amount of cannabis goods requested.
- The total amount paid for the delivery, including any taxes or fees, the cost of the cannabis goods, and any other charges related to delivery.
- Upon delivery, the date and time the delivery was made, and the handwritten or electronic signature of the customer who received the deliver
- The driver will only physically deliver the cannabis product to the consumer that ordered the product and shall manifest to the identity of the person and shall take a photo of the front and back of the identification. Finally, the consumer shall sign a copy of the delivery receipt. Culture may also choose to utilize handheld electronic scanning devices to verify the validity of the consumer's photo identification. A copy of the delivery receipt shall be furnished to the consumers upon delivery, a copy shall be sent electronically to the dispensary system, and a hard copy, if available, shall be maintained for record keeping.

**DELIVERY REQUEST RECEIPT**

| *Delivery Employee* | |
|---|---|
| *Prepared by* | First Name: _____<br>Employee number: _____ |
| *Ordered by* | First Name: _____<br>Employee Number: _____ |
| *Delivery Request* | Customer First Name: _____<br>Customer Number: _____ |
| *Delivery Address* | Date: _____<br>Time: _____<br>_____<br>_____<br>_____ |

| CANNABIS GOODS | UID | Weight/ Volume | Number of Units | Total Weight/ Volume | Cost per Unit | Total Cost |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | Cost of cannabis goods | | | |
| | | | Taxes | | | |
| | | | Fees | | | |
| | | | Delivery charges | | | |
| | | | **TOTAL AMOUNT DUE** | | | |

| Date & Time Delivery Made: _____ |
|---|
| Customer Signature: |

## DELIVERY TO CONSUMER

Prior to arriving at any physical delivery location, Culture must have received a delivery request from a customer and provided the delivery request receipt to the driver electronically or in hard copy form.

Drivers will first look for standard parking, either street parking or parking lot parking (if available) to keep the vehicle from creating obstacles in the flow-of traffic. However, the drivers shall not park in reserved parking spots or attempt to navigate narrow driveways or thoroughfares that could create congestion and nuisance for residents. In the event parking is not possible or feasible, the driver will park in an area that creates the least amount of congestion and obstacle for any traffic, and shall not park near blind curves or hills. In addition, drivers will not use their horns to alert customers they have arrived, and shall be quiet and unobtrusive when walking through apartment common areas, shall not walk across lawns or landscape features, and shall try to remain on sidewalks, walkways, and compacted paths.

Once the delivery employee has arrived at the delivery location and legally parked as close to the address as possible, the delivery employee shall use the two-way radio communication device to inform the manager that he/she will be stepping out of the vehicle to make a delivery. Once the delivery employee is at the address, he/she will verify the consumer's identity by checking a valid, unexpired California driver's license, passport, or other acceptable form of government issued identification. The driver shall cross-reference the delivery manifest to the identity of the person and shall take a photo of the front and back of the identification. Finally, the customer shall sign a copy of the delivery receipt. A copy of the delivery receipt shall be given to the consumer, and a copy shall be maintained and sent electronically to the dispensary tracking system as well. All delivery receipts and identification verifications shall be maintained with Culture records for no less than seven (7) years. Culture may also choose to utilize handheld electronic scanning devices to verify the validity of the consumer's photo identification, electronic signatures, and an electronic record of all delivery sales.

If the delivery employee will be accepting payments in cash from the consumer, the delivery employee shall ensure that he/she is never carrying an abundance of cash on his/her person. The delivery employee shall only remove a reasonable amount of cash from the vehicle cash safe to give change to the consumer for the purchase. All cash shall be immediately stored in the vehicles safe.

## RETURN TO DISPENSARY

The delivery employee shall return to the dispensary immediately upon completion of all delivery routes, or if the driver does not have any delivery requests to be performed for a 30-minute period, the driver shall return to Culture premises and not make any additional deliveries. The employee shall inform a manager of his/her return to the dispensary. Together with the security personnel, the manager and delivery employee shall unlock the vehicle safe and remove any cash to be deposited in the dispensary safe and shall return all undelivered cannabis goods to inventory, and all necessary inventory and track-and-trace records shall be updated as appropriate that day. All delivery manifests and delivery receipts shall be handed over to the manager for proper review and archiving. The manager shall review the receipts for any anomalies. Delivery employees shall not hang out in the delivery vehicles or loiter around the premises while waiting for their next delivery run to commence.

## AUDITING

A copy of the delivery receipt given to the consumer shall be maintained and sent electronically to the dispensary tracking system. All delivery receipts and identification verifications shall be maintained with Culture records for no less than seven (7) years. When a delivery driver returns to the dispensary, all logs and receipts will be reviewed by the manager for accuracy and anomalies. Any issues will be addressed immediately by the manager, and law enforcement shall be notified if any suspicious activity is suspected.

Just as a retail location may use "secret-shoppers" to get an undercover look at the quality of the sales team, the dispensary may work with local law enforcement or hired personnel to set up "secret-shoppers" for the delivery operations. This will give the dispensary management team another assurance that delivery employees are following all protocol to mitigate the possibility of theft or diversion of cannabis products or cash.

Customer feedback is also an essential element of auditing the delivery services provided by the dispensary. Culture will send confirmation of delivery notifications to all customers who placed orders for delivery. Culture may also utilize feedback resources and customer surveys or questionnaires to get information on the process and quality of the delivery employee's service.

The dispensary management team will be responsible for closely monitoring the delivery routes and shall notify law enforcement immediately if any suspicious activity is suspected.

Each employee shall be assigned a distinct number by Culture that will allow Culture to identify the employee on documents or records using the number rather than the full name of the employee. Culture shall also assign customers a unique, distinct number that will allow Culture to identify the customer in documents or records using the number rather than the customer's full name. Upon request from the Bureau, Culture will be able to identify the employee or customer associated with the unique, given number. The driver shall verify the consumer's identity by checking a valid, unexpired California driver's license, passport, or other acceptable form of government issued identification.

## PUBLIC BENEFITS PROPOSAL FOR DEVELOPMENT AGREEMENT

Culture anticipates contributing $262,757 of funds to the City in its first year of operations. This is calculated as 2% tax revenue (1% of City Sales Tax, 1% Measure AA, included in the City's 8.75% sales tax), public benefit fee ($20/gross square footage), and community benefit contributions (proposed 2% gross revenue). A greater explanation of our community benefit proposal to promote the public health, safety, and welfare is outlined below.

## INCENTIVES TO THE CITY

Culture brings not only economic assistance, but support for many corners of the community. Advantages of our presence are local hiring and training commitments, volunteer hours, community beautification projects, substance abuse support, youth education events and seminars, domestic violence programs, outreach to the underprivileged and underserved communities, and much more.

### TAX REVENUE

Based on current projections, Culture will be contributing a significant amount of tax revenue to the City, calculated at 2% of Total Product Sales (line item in Pro Forma projections), approximately $108,628 year one, $119, 491 year two, and $125,466 year three. Besides the significant tax revenue on gross sales, we will also pay the annual license fee, public benefit fee and community benefit contribution described below. Since we have a simple tenant improvement proposed, if we can expedite all building and permitting processes with the City to begin operations before our standard timeline, the City will start to see valuable revenue in just a matter of months.

### CULTURE CARES PROGRAM

We will be an active supporter of the City of Wildomar by launching our **CULTURE CARES** program that will be headed by a Committee of 4 persons – two directors from Culture and two from the local community. The local community representatives will be essential to the governance and accountability of the program and it is achieving its mission of giving back to the community. Culture will appoint the City's Economic Development Director Kimberly Davidson to our 4-person committee, who has the knowledge and understanding of City needs to properly guide use in allocating the funds.

In addition to the standard development agreement benefit fee of $20 per square foot of gross retail space (2,275 square feet), with a 2-4% CPI annual increase as determined by the City, Culture is committed to budgeting **2% of gross revenue** to the **CULTURE CARES** program, to be distributed as the Committee deems necessary and beneficial. The first year is projected to accumulate $108,628. Culture will keep a record of all monetary donations in accordance with its accounting policies for tax purposes and record reviews by City Staff.

Our owners will maintain an open line of communication City leaders to determine where initial allocations of funds may go, including to the following:

- Community Contributions;
- Funding for Infrastructure;

- Phased infrastructure Improvements: Culture, guided by City leaders, is excited to take on any projects we can, over time, help to improve infrastructure;
- Funding for Additional Sheriff Patrols;
- Community Cleanup of Beautification Programs;
- Quantifiable Employment for Residents of the City (Culture will employ anywhere from 25-30 employees).

## LOCAL NON-PROFITS PROGRAMS

Culture has begun reaching out to local organizations to determine where the **CULTURE CARES** program can direct its efforts. There are several that align with our business practices and philosophies, of which our Committee will further explore upon licensure.

**The Initial Programs are**:

Wildomar Park Nights

| | | | |
|---|---|---|---|
| Movie in the Park | Sat 7/25/20 | 7pm | Marna O'Brien Park |
| Wildomar Night at the Storm | Fri 7/31/20 | 8pm-10pm | Storm Stadium League Field |
| Drive in Movie Night | Sat 8/8/20 | 7pm Little | Marna O'Brien Park |
| Astronomy Night | Sat 8/22/20 | 7pm-9pm | Marna O'Brien Park |
| Mariachi Night | Sat 9/12/20 | 8pm-10pm | Marna O'Brien Park |
| Trunk or Treat | Sat 10/24/20 | 5pm-8pm | Fire Station 61 |
| Breakfast with Santa | Sat 12/12/20 | 8am-11am | |

Furthermore, Culture is ready to support the projects that the city has in place such as the Responsible Compassion Program to help the City solve homelessness through a partnership with **Social Work Action Group (SWAG)**.

Culture will also commit to a minimum of 20 hours a month of community service lead by its dedicated staff and ownership team. We are cognizant that human connections are just as important as money. Our **CULTURE CARES** staff will coordinate the volunteer hours to ensure we can provide the maximum benefit to our neighbors.

## QUANTIFIABLE EMPLOYMENT FOR CITY RESIDENTS

We anticipate hiring approximately 25-30 employees to work in the retail store. We aim to hire a majority of full-time employees, and leave room for part-time employees that seek limited hours. Part-time staff helps us pad shifts to adjust for peak sales periods (whether it be daily or seasonally), and during promotional periods when we expect more traffic.

**Overview of Positions:**
General Manager ("GM") - Responsible for oversight of all operations, day-to-day decision making, staffing, product selection, security oversight, etc.

Assistant Manager ("AM") - Responsible to assist GM in day-to-day operations, if no GM is on site, an AM shall always be present.

Budtender - Responsible for Sales Floor management, direct sales to customers, and customer education

Reception - Responsible for employee check-in, verifying identification, patient/customer file management

Product Procurement - Responsible for tracking sales performance and product selection based on sales forecast, demand, and market trends.

Inventory Control Manager - Responsible for management of deliveries, storage of products, inventory audits, quality control, and waste management.
Security - A hired security firm will provide security guards that will work in shifts, rotate positions from Reception Area, Sales Floor, security camera surveillance, delivery/delivery car oversight, facility security, customer sales room flow.

Delivery Driver - Responsible to drive either company issued or personal, approved vehicles for mobile deliveries to verified customers at legal locations.

## 3 YEAR STAFFING PLAN INCLUDING PAY

| | Year 1 | | Year 2 | | Year 3 | | Year 4 | | Year 5 | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Position** | Employees | Pay Rate/Hr | Employees | Pay Rate/Hr | Employees | Pay Rate/Hr | Employees | Pay Rate/Hr | Employees | Pay Rate/Hr |
| General Manager | 1 | $36 | 1 | $36 | 1 | $38 | 1 | $38/hr | 1 | $38/hr |
| Assistant Manager | 2 | $24 | 2 | $24 | 2 | $26 | 2 | $26/hr | 2 | $26/hr |
| Budtender | 16 | $15 | 16 | $16 | 16 | $17 | 16 | $19/hr | 16 | $19/hr |
| Reception/Dispatcher | 3 | $13.50 | 3 | $14 | 3 | $15 | 3 | $17/hr | 3 | $17/hr |
| Inventory Manager | 1 | $22 | 1 | $22 | 1 | $23 | 1 | $24/hr | 1 | $25/hr |
| Delivery Personnel | 3 | $15 | 3 | $16 | 3 | $16 | 3 | $17/hr | 3 | $17/hr |

Culture is committed to its staff and is offering a fantastic plan for experience levels from entry level to more senior positions. Some of these benefits include:

- Double time pay for those working on 8 listed holidays a year.
- 8 vacation days per year.
- 4 personal days per year (for use as sick etc.)
- Pay rates for entry level positions that is 150% or more than the state or federal minimum wage levels. (California minimum wage chart source: https://www.dir.ca.gov/dlse/faq_minimumwage.htm)
- Additional bonus compensation awarded to every staff member in the store based on store performance which can increase earnings by up to 15%.
- Management in training programs focused on developing employee skills and promoting from within.

Culture looks forward to hiring our staff from the local community which will contribute to substantial new jobs for the area. Culture is committed to hiring at least 75% of its employees from the city. Culture has crafted a hiring plan to ensure that whenever possible residents are hired and trained as daily staff. We ensure that the pay for each position is above average for comparable positions in the area.

Culture knows that there is limited experience in the cannabis industry in the City. In order to increase the hiring pool Culture offers entry level positions and includes comprehensive training including online courses on the types of cannabis, verifying doctor recommendations, checking ID's, responsible consumption, California state laws and regulations, and all other cannabis industry knowledge. This ensures that Culture has the most qualified and knowledgeable staff from the area. Culture takes the necessary measures to advertise and interview residents through several media platforms including the Chamber of Commerce website, Craigslist, local newspapers, and hiring programs supporting the placement of veterans in the community.

## CONTINUING EDUCATION

Culture has an extensive employee training program which is required before any employee can interact with customers or patients. Culture has a 4-week program which includes classroom learning, printed reference materials, situational role playing, and on-the-job training with a current employee. Culture has many qualified employees that have signed offer letters who will bring their expertise to Culture and the training programs. These employees, owners, and managers will be responsible in ensuring all current training is accurate and up to date with recent changes in the laws, emerging research in the cannabis field, changing legal status in state and federal courts, and other changes as they become relevant. The employee training program will include lessons relevant to the purchaser education plan. The goal of these lessons is to have properly informed employees who will abide by State laws, while serving the public with accurate, current knowledge to pass on to purchasers. Some of the topics covered in the employee training program that are relevant to purchaser education include:

- Understanding how to dispense cannabis according to State laws
- Educate customers about local/state/federal laws
- Educate clients on legally transporting cannabis
- Assist customers in making informed product selections
- Give suggestions to patients on products and ingestion methods based on their needs
- Identify product diversion threats
- Understand the resources available to customers

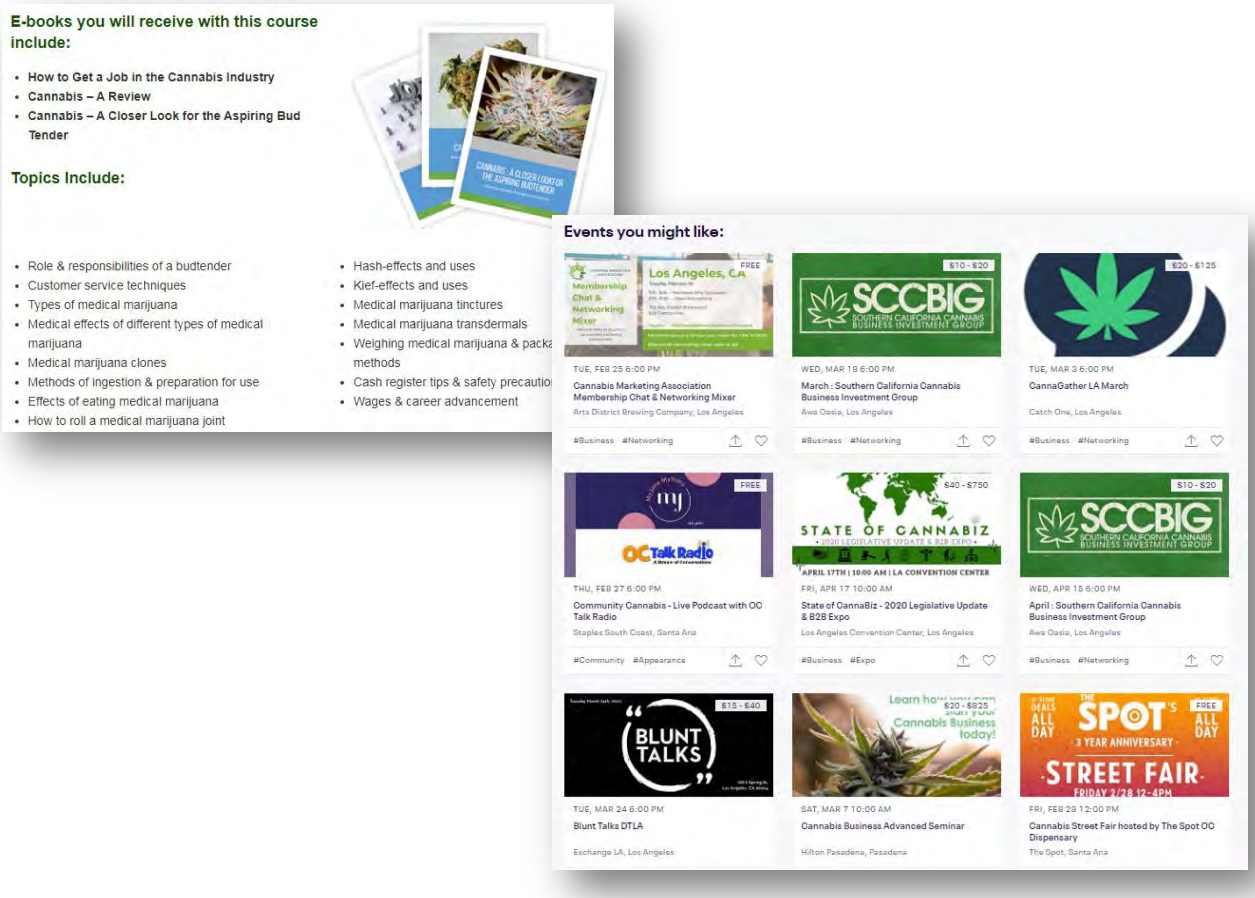
NOTE: All employees will be trained on how to make suggestions to medical cannabis patients while not prescribing, recommending, or treating any specific illness or diagnosis. Culture's employees are not trained medical professionals, and as such, will always inform our customers that they may merely suggest and inform, not diagnose or prescribe commercial cannabis for any reason at any time. They must inform all customers that they are not a qualified medical professional and they should seek the advice of their doctor before beginning or continuing with any kind of a cannabis regime. Our employees are tasked with providing accurate data to assist each customer make an informed decision for his/her needs.

There are several skills within the Retail Team that are straightforward, such as checking in an existing customer into the customer database. Once learned, these basic skills need minimal or no further development. However, working at Culture, there are additional, important skills that should be continuously developed and improved over time. Culture Budtenders must continuously deepen their knowledge of laws and regulations, as well as customers' rights, regarding the cannabis industry locally, statewide, and federally. In addition, associates will continuously grow their ability to effectively interact with all types of customers and all kinds of situations in a way that makes customers feel cared for and taken care of.
Culture will offer extensive, continuous training for all staff members and positions, as well as further cannabis industry education opportunities as they arise and are relevant to each member's advancement within the company. We encourage all our team members to seek out additional opportunities to take courses, attend seminars, take online web series or classes, and more, to deepen their knowledge and skills in the cannabis industry. Culture will offer financial assistance, in the form of partial or complete coverage of expenses for voluntary educational opportunities. For all company mandated education, Culture will cover all expenses in full.

Some educational opportunities our Culture employees may partake in include:

- Oaksterdam University
  https://oaksterdamuniversity.com/
- THC University Online Training Courses
  https:// thcuniversity.org/

- Cannabis Training University- How to become a Bud Tender https://cannabistraininguniversity.com/
- Various cannabis events across Southern California




## CHAMBER OF COMMERCE

Culture joins the City Chamber of Commerce, paying all dues and beginning the process of an online and print listing. The Chamber of Commerce is selected as a partnership due to its core values aligning with those of Culture. We see this membership as an important part of our local enterprise plan, opening access to a directory of local businesses and key insight into the important issues to the community.

Membership with the Chamber of Commerce will be beneficial in determining how our CULTURE CARES program funding and volunteer hours can be best spent. Macy Newell will be attending the next scheduled meeting to begin solidifying a relationship with the Chamber.

## LOCAL VENDORS RFP

Besides direct hires for labor as noted in the business plan, Culture will stimulate broader economic development through the need of local vendors for supplies and services that will not be retained in-house. These services will be sourced from local vendors whenever possible. Culture will guarantee that at least 75% of its contracted service companies and vendors are in the Riverside County Limits. This includes third-party contractors such as electricians, building contractors, plumbers, landscapers, cleaning services, storage, security, accountants, consultants, marketing and other services not yet foreseen. Culture has already begun seeking proposals for cleaning, landscape, and security services.

## ENCOURAGING OVERALL PUBLIC HEALTH

Culture is committed to encouraging positive health and wellness in the community through specific programs, community involvement, and its standard operating procedures. Community programs such as yoga, wellness education sessions, CBD education, and employee training are the cornerstones of our commitment. We also offer online tracking programs for medical and adult use customers to track their consumption, effects, and types of cannabis or CBD they find beneficial. This ensures that medical patients are focused on treating their various symptoms with the appropriate medicine and dosage. This also tracks consumption for all users to combat overconsumption through education.

# ODOR ABATEMENT PLAN

## OVERVIEW

Culture has designed the following odor abatement plan which includes a filtration plan and system in accordance with the local regulations to prevent nuisance odors from being detected off site. The system will prevent cannabis odor which is distinctive to the operations from being detected in any neighboring suites, common areas, sidewalks, outside areas, adjacent lots, or anywhere outside of the operation. In addition to the following hardware and operations plan all products provided will be in a sealed child proof container and the "no on-site consumption" rules will be enforced by staff and security on and around the premises.

## EQUIPMENT

Equipment technical data is included in the product inserts attached for industry standard Can Filter's line of Australian granulated activated carbon. This system is a proven method to eliminate volatile organic compounds, pollutants, gasses, and odors from the air, and is utilized by many cannabis operators in the industry. Combined with a Can Filter brand "whisper quiet adjustable speed can fan," the air is recirculated throughout the areas containing cannabis products and near entrance and exit doors to prevent odors from escaping the facility. The activated carbon literally traps and absorbs the carbon-based contaminants in the air.

## CFM AIR CHANGE OVER CALCULATIONS

We have calculated air change over calculations based on the total volume of each section of the building. The air change over calculations provides a complete change over of the air every 3.8 to 19 minutes.

## INSTALLATION

We include our proposed facility floor plan with an anticipated odor abatement system layout. The system will be installed by a professional contractor who will test the system to ensure functionality and that all stated air change over rates and cubic feet per minute rates are being achieved. In the customer areas such as the sales floor and the reception area, the system will be secured in the drop ceiling or on the wall and shielded from view using building materials that match the rest of the interior. In the storage room, the system will be in the drop ceiling or affixed to the wall at the city Building Department's direction.

## OPERATIONS

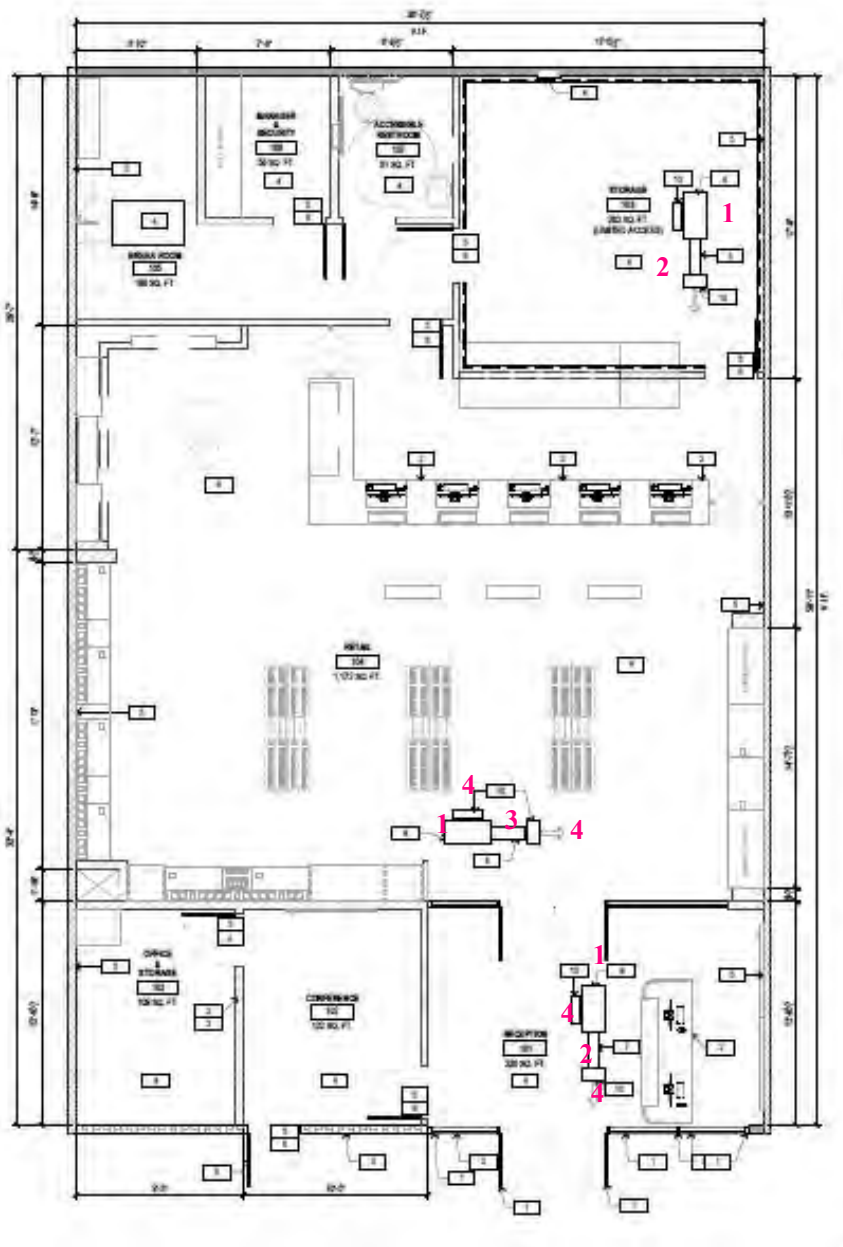
Culture will operate the odor abatement system in the reception and sales floor during business hours with and additional hour before and after to ensure all air in the rooms have been changed over several times. All product will remain in the secure storage room when the business is closed in sealed cabinets with the odor abatement hardware running 24 hours a day 7 days a week.

At the start of each business day a Culture employee will verify that all odor abatement equipment is functioning properly and check for odor at designated areas outside of the facility such as walkways, breezeways, parking lots, front and back portions of the buildings, near entrances and exits, and all shared interior and exterior areas.

Culture will create and maintain a maintenance schedule with an HVAC specialist who will replace the activated carbon filters at manufacturer recommended intervals, maintain the fans, clean all intake and exhaust grates, check all timers/switches, and ensure the system is functioning as described in this plan.

## NEIGHBORHOOD COMPLAINT AND COMMUNICATION PLAN

Culture will meet with all its neighbors and the surrounding community and make both a phone number and email address available for anyone to contact our management team with any concerns or complaints about the operations including cannabis odor. These reports can be made anonymously, and the management team will respond promptly to these reports and adjust the filtration system to mitigate any odor issues.



① - Can-Lite Filter Mini 6" x 16" 420 CFM

② - Can-Fan Q-Max 6: 400 CFM Max set to speed 271 CFM (speed 3)

③ - Can-Fan Q-Max 6: 400 CFM Max set to 400 CFM (speed 1)

④ - Open Grill (Titus 50F or equal)

CULTURE
CANNABIS CLUB

# ORDER CONTROL CALCULATOR

| Air Changes Customer Sales Floor | | | | | |
|---|---|---|---|---|---|
| Room Area | 1172 | FT2 | | | |
| Height | 12 | FT | CFM Proposed | 400 | CFM |
| Room Volume | 14064 | FT3 | Complete Room Change Over Every: | 35.2 | Minutes |

| Air Changes Reception | | | | | |
|---|---|---|---|---|---|
| Room Area | 230 | FT2 | | | |
| Height | 9.4 | FT | CFM Proposed | 271 | CFM |
| Room Volume | 2162 | FT3 | Complete Room Change Over Every: | 8.0 | Minutes |

| Air Changes Storage | | | | | |
|---|---|---|---|---|---|
| Room Area | 108 | FT2 | | | |
| Height | 9.4 | FT | CFM Proposed | 400 | CFM |
| Room Volume | 1015.2 | FT3 | Complete Room Change Over Every: | 2.5 | Minutes |

CULTURE
CANNABIS CLUB



The Original Can-Filters. canfilters.com

Home › Fans › Can-Fan Q-Max 6" 400 CFM

# Can-Fan Q-Max 6" 400 CFM

SKU: 736749




## Unrivaled airflow and whisper quiet operation.

### At a Glance

Q-Max™ Pro Series Fans are a quiet line of fans that feature the familiar Max-Fan™ and Max-Fan™ Pro Series motors integrated with an acoustic foam liner in a muffler for maximum sound absorption. Unlike using most aftermarket mufflers, this integrated design muffles both the fan's intake and exhaust while also encapsulating the motor results in unrivaled airflow and whisper quiet operation. Q-Max™ fans also utilize built-in hang tabs for additional isolation and easy installation. Some models include a built-in 3 speed selector.

### Details

- ETL Commercial/Industrial-rated
- Manufactured in Germany
- Built-in 3-speed controller

CULTURE
CANNABIS CLUB

7/9/2020 Can-Fan Q-Max 6" 400 CFM | Can-Filters





- Fan built inside muffler with acoustic foam insulation
- Muffles both intake and exhaust, does the job of 2 mufflers in much less space
- Built-in hang tabs to isolate vibrations
- Optimized mixed flow is extremely energy efficient
- Lower operational cost than traditional centrifugal fans
- 5-year warranty
- Available in sizes 6" – 12"

**TECHNICAL DATA** **RECOMMENDED FILTERS**

**CFM:** 400 at 0wg*

**RPM:** 3322*

**Max Watts:** 69*

**Amps:** 0.62*

**Weight:** 12.9 lbs.

**Length:** 26.7"

**Max. Height:** 9"

**Blade Design:** Mixed Flow

**Housing:** Galvanized

**Inlet/Outlet:** 6"

| **Exhaust:** | **Recirculating:** |
|---|---|
| Can-Lite 6×24 (speed 1) | Can 33 |
| Can 66 | Can-Lite 6×16 |

https://canfilters.com/product/can-fan-q-max-6-inch/ 2/3

Home Filters Can-Lite Filter Mini 6" x 16" 420 CFM

# Can-Lite Filter Mini 6" x 16" 420 CFM

SKU: 700597



## At a Glance

Can-Filter® has designed and built the Can-Lite™ for convenience and long life. 100% Australian Granulated carbon, aluminum top and bottom, integrated flange and 51% open perforation are features of the Can-Lite™ filter. The Can-Lite™ is available in 12 sizes with a CFM range of 89 – 3000. Can-Lite™ is manufactured in a dedicated carbon filter plant in North America. Each filter is shrink wrapped, boxed and labeled for ease of use.

## Details

- Made in North America
- 12 sizes from 89 – 3000 CFM, largest in industry
- Low pressure drop even on smaller sizes
- Lightweight Austrailian Granular carbon
- 2" Carbon bed
- 51% open perforation for maximum airflow

CULTURE
CANNABIS CLUB







**TECHNICAL DATA RECOMMENDED FANS**

**Recommended Max CFM:** 420 CFM

**Prefilter:** Yes

**Flange:** Built-in 6"

**Outside Diameter:** 26 cm / 10.25"

**Height:** 46 cm / 18.125"

**Total Weight:** 5.9 kg / 13 lbs. (with Box)

**Carbon Weight:** 4.3 kg /9.5 lbs.

**Carbon Bed Depth:** 2"

**Max Operating Temp:** 80°C

**Exhaust:**

S600

Max-Fan 6" (speed 1)

**Recirculating:**

Max-Fan 6" (speed 2, 3)

Q-Max 6" (speed 1, 2, 3)

Pro-Series 6" (speed 1, 2, 3)

Can-Fan 6" HO

**Call us:**

**(888) 478-6544**

# NEIGHBORHOOD COMPATIBILITY PLAN

## NEIGHBORHOOD OUTREACH MEETING

Culture will hold neighborhood outreach meetings to proactively address concerns neighbors of our proposed location may have with us operating in their community. If possible, we will hold meetings before a public hearing is scheduled. We will also continue to hold public outreach meetings throughout our presence in the city to keep an open line of communication and respond to any potential concerns. Due to the last several months of government and social shut-down for the global pandemic, our owners have been limited in their ability to play this active role in the community. However, as soon as permitted, we will be present without neighbors and the city to adequately prepare for our proposed project.

## NEIGHBORHOOD INTEGRATION

Culture is dedicated to integrating into the neighborhood as smoothly as possible. There are several ways we approach neighborhood integration, and we are amenable to meet the desires and needs of our community. We implement comprehensive policies with the objective of reducing the risk of creating any nuisance while improving the surrounding community. The methods we utilize to ensure integration occurs seamlessly is:

### MINIMIZED SITE IMPACT

When we choose our site, we take into consideration the status of the building's construction and the level of impact our construction improvements may have. We make tenant improvements to our licensed facility keeping in mind the disturbance extended construction, dust, rubbish, and construction vehicles may cause. With these factors in mind, we chose a location in the city that will minimize the adverse impact of extended construction, and propose an expedited building process. The majority of our building improvements will occur internally, avoided sidewalk traffic interruptions, parking lot interruption, eyesores, noise, pollution, and unwanted vagrancy.

### DAILY POLICIES

- Maintain a clean facility in good repair
- Ensuring customers, vendors, and employees behave appropriately when at the facility
- Excluding customers who break the rules or divert or attempt to divert cannabis products
- Providing a timely response to community concerns

### SECURITY

Adequate security in and around the facility is a priority. The security incorporated at our facility will deter crime in the general vicinity. We also employ professional security guards to be on-site during all operating hours, and to patrol the facility in intervals while closed. Our state-of-the-art security surveillance system includes cameras, burglar alarms, fire alarms, and a panic system. All of our surveillance systems are connected to centrally monitored security companies, that alert us and the local authorities in case of breach or emergency. We also adhere to the following general policies:

- No loitering
- No unauthorized customers or visitors are permitted to enter the retail store
- No sale, dispensing, or consumption of alcoholic beverages in or around the retail store, including the parking lot

- No cannabis or cannabis products shall be left unattended or in an area that is not locked and secured, and no cannabis or cannabis product shall be inhaled, smoked, eaten, ingested, or otherwise consumed on the property, in the retail store, or in the parking areas of the property
- Employees and security shall ensure that individuals do not enter or remain on the facility grounds if those individuals are not engaging in activity expressly related to the operations of the business (i.e., if they are not customers or visitors with a bona fide business purpose).

## PROTOCOLS FOR MITIGATING NOISE

If excessive or above normal onsite noise is detected by management, Culture will implement certain protocols as discussed below.

Culture will take the following steps any time it receives a noise complaint:

- Investigate and determine the likely source of the noise
- Access the effectiveness of available on-site management practices to resolve the noise event and immediately take steps to reduce the noise
- Determine if the noise traveled off-site by surveying the site perimeter and noting noise from the building; follow-up with neighbors as necessary, and
- Record the event for further investigation and operational review

**No Heavy Machinery**. The facility will not be operating any heavy commercial or industrial machinery that generates an excessive amount of audible noise, and any equipment used will not generate noise detectable outside the walls of the building.

**No Loitering**. Culture also has a strict "no loitering" policy, which shall be enforced by employees and the security guard, helping to mitigate noise from being generated in the parking lot. This policy shall include a maximum of ninety (30) minutes of parking for each parking space and no overnight parking.

**Record Keeping**. Any time Culture receives a noise complaint, a management-level employee must record the information relative to the event in Culture's records.

**Noise Caused by Customer**. If problematic noise is caused by persons on-site, the security guard shall approach the person(s) and request for the noise to be abated, if the person(s) refuse, the security guard shall request for the person(s) to remove themselves from the retail store. If the person remains noisy and disruptive and refuses to vacate the retail store, then the security guard shall follow protocols for mitigation of unruly persons (including alerting the local Police Department if necessary).

## ENVIRONMENTAL IMPACT MITIGATION

Culture anticipates that our energy generation for the retail store will be minimal, similar to any other retail store of comparable size that has display cases to showcase products, standard retail store lighting, and a storage warehouse. Culture will not be cultivating or manufacturing at this location. No heavy machinery will be utilized, agricultural grow lights, or industrial processes will be conducted. There will not be heavy water usage such as that for an agricultural operation, and our waste and waste-water runoff will be minimal.

Culture is committed to implementing sustainable practices, renewable energy, and water-efficient buildings. Culture considers itself to be an environmentally conscious business and we are committed to considering and identifying all avenues and initiatives in order to be as 'Green' as possible. Culture will implement a range of energy-saving measures at the facility designed to reduce, reuse, and recycle, including:

- Energy-efficient lighting on the interior and exterior of the building;
- Water saving devices for all tap faucets and facilities;
- Use of recycled building materials (where possible) to reduce the carbon footprint of the facility; and
- Full recycling of any secondary packaging materials.

The business will have no environmental impacts or adverse effects on the surrounding area. No odor is emitted from the premises, and to be safe we install an odor mitigation system to ensure any potential odor generated is eliminated. The facility will have minimal or no impact whatsoever on sewage, drainage, solid waste disposal, energy, roads, or public transportation.

**Ventilation and Odor Control.** In accordance with the procedures set forth in this section, Culture will ensure the following:

- Storage areas have properly balanced ventilation systems
- The retail Manager ensures the regular maintenance of odor control equipment including regular cleanings and filter replacements as often as required
- Odor control equipment must employ activated carbon filtration and be serviced according to ions

**Environmental Control Records**. All environmental control adjustments and maintenance records must be recorded in Culture's records and maintained for a period of seven (7) years in accordance with applicable state law.

## ENERGY-EFFICIENT VEHICLES

We will conduct retail delivery to end consumers and we will utilize only Hybrid vehicles to reduce fuel consumption and carbon emissions.

## BIKE RACKS

We will have bike racks to encourage the use of alternative transportation for our customers arriving locally.

## AIR EMISSIONS

Additionally, we are cognizant of the fact that procuring products locally dramatically reduces our carbon footprint. As we consider who and where to source our products from, we will consider not only their environmentally friendly procedures and practices, but also proximity to avoid unnecessary transportation expense, pollution, and burden on the environment.

## COMMUNITY BENEFITS

Culture will be an active participant in the community through our *Culture Cares* program outlined in the **Defvelopment Agreement** section of this application. In tandem with the community benefits program involvement, we will be present and involved in local events such as community open houses, local chamber of commerce events, city/county fairs, and other events as they become available. Outside of the goals outlined

in the Community Benefits section, the staff will be on hand to answer questions from the public, inform the public about the most recent cannabis research, current legislative efforts to federally reschedule cannabis, the benefits, and effects of cannabinoids such as CBD, and offer in-store and one on one education sessions.

## HANDLING COMPLAINTS

While we work tirelessly to mitigate an adverse impact on the community, we still afford our neighbors an outlet to voice any questions or concerns that may arise. By making a form readily available, people can voice their concerns and rest assured they will be answered and handled appropriately.

***Culture Holdings of Wildomar, Inc.***
***Culture Cannabis Club***
***33980 Mission Trail, Wildomar***

**Complaint Intake Form**

**Name:**_____

**Phone:**_____

**Email:**_____

**Address:**_____

**Date of Occurrence:**_____

**Location of Occurrence:**_____

**Witness Contact Info:**_____

**Where any employee present or informed of the issue (employee name):**_____

**Nature of Occurrence:**

_____
_____
_____
_____
_____
_____

**Desired Resolution:**_____

**FOR INTERNAL USE:**

**Manager Review:**_____

**Date Reviewed:**_____

**Complainant Contacted:**_____ **How:**_____ **When:**_____

**Action take to Resolve:** _____

_____

**Authorities Notified:** _____

**Follow up Required:** _____

## ODOR MITIGATION

To preserve the retail facility and the community surrounding the retail facility, Culture has established methods to prevent the spread of odor beyond the retail facility walls and combat offensive odors within the retail facility. If an odor is reported coming from the retail facility at any time, Culture will make it a priority to find the source of the spreading odor and eliminate the cause. From there, Culture will revisit its standard operating procedures to determine appropriate modifications, if any.

Upon discovering odor escaping the retail facility in any quantity, Culture will:

- Immediately prioritize finding the source of the odor
- Eliminate the cause of the odor, and
- As necessary, modify the operating procedure to ensure the prevention of future incidents

## CHARCOAL FILTERS

Culture will install multiple charcoal-filled carbon filters placed strategically in the facility to filter the offensive odor created by cannabis. Certain carbon filters will be set up as scrubbers where they constantly "scrub" the air by taking in dirty air and releasing clean air. Other filters will take in dirty air, filter it, and transport the air via ducts to a specific room to further cleanse it. Other filters will take in dirty air, filter it, and transport the air via ducts to a specific room to further cleanse it.

## HVAC SYSTEMS

The facility will be equipped with Energy Star HVAC technology which allows an energy-efficient means of controlling the retail facility's climate, and the facilitation of proper ventilation to prevent the spread of unwanted odors. HVAC equipment will provide the following:

- Installation of vent dampers;
- Analysis of systems and replacement of inefficient components;
- Use of programmable thermostats and controls; and
- Sealing and insulation of ducts and hot water pipes.

## VENTILATION AND ODOR CONTROL

In accordance with the procedures set forth in this section, Culture will ensure the following:

- Storage areas should have properly balanced ventilation systems; Dehumidifier equipment must be installed and maintained as necessary;
- The retail facility manager must ensure the regular maintenance of odor control equipment including regular cleanings and filter replacements as often as required;

- Odor control equipment must employ activated carbon filtration and be serviced according to ions.

Culture's air system will create negative air pressure between the interior and exterior of the premise to ensure that odors from within the premises will not be detected outside of the premises.

# PARKING ANALYSIS PLAN

K2 TRAFFIC ENGINEERING, Inc.
Traffic Control . Signal . Synchronization . Parking . Study

August 18, 2021

Hide Iwagami, Architect / CEO
Hestia Atelier, LLP
555 Anton Blvd. Suite 150
Costa Mesa, CA 92626

**Re: Parking Analysis – Proposed Cannabis Retail**
**33980 Mission Trail, Suite A-B, Wildomar**

Hi Hide,

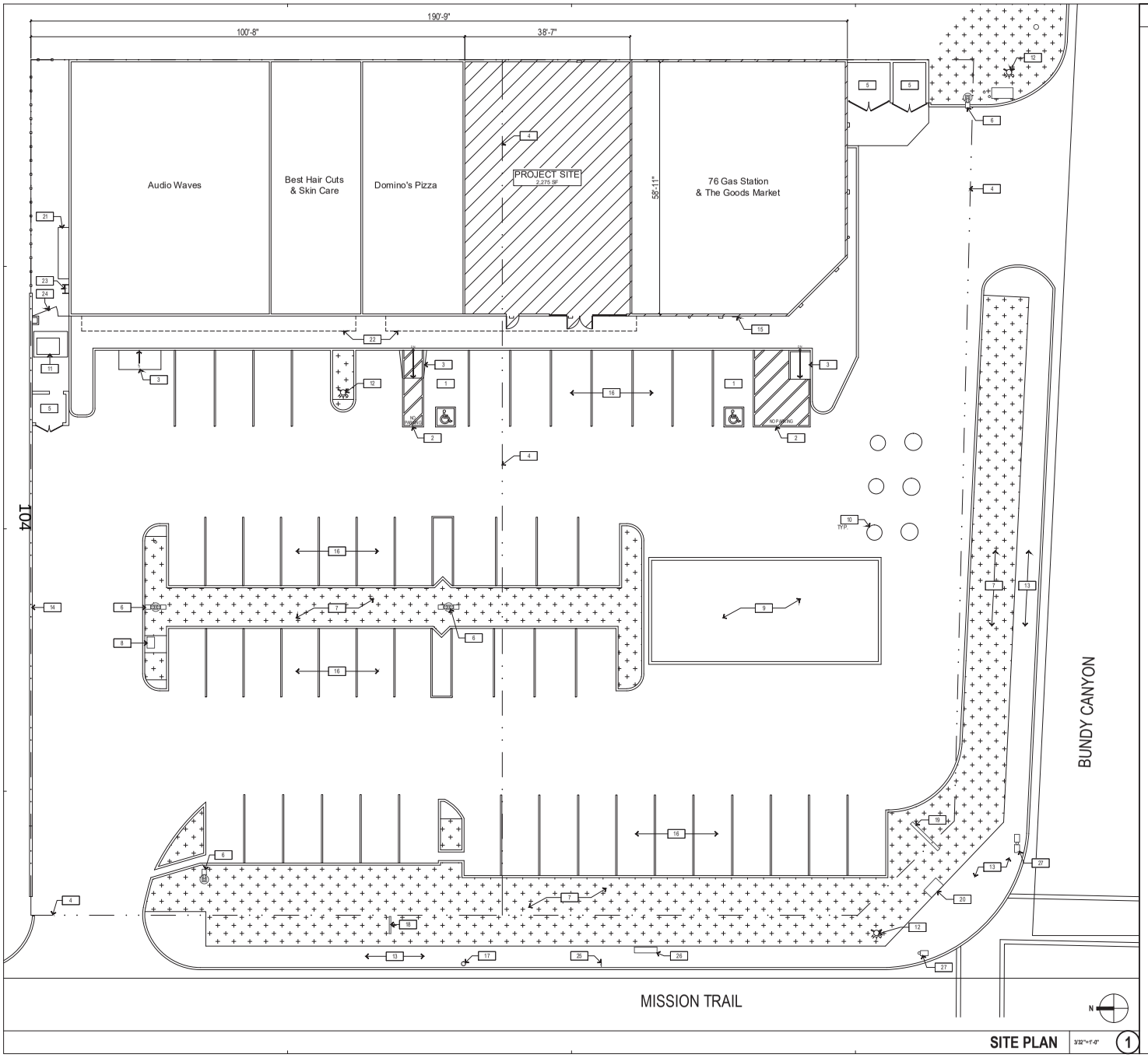
Per your request, we have conducted a parking analysis for the proposed cannabis dispensary. The study has shown that sufficient parking is provided to accommodate the parking demand of all existing and proposed uses. This letter presents our methodology, finding, and recommendation in regards to the sufficiency of on-site parking.

## PROJECT INFORMATION

The proposed cannabis dispensary is located at 33980 Mission Trail, Suites A and B, in the City of Wildomar. The proposed hours of business are 8 am to 10 pm daily. Suite A is currently vacant; Suite B is the former professional office of "Multiservicio Latino". The combined gross floor area will be 2,275 sq. ft. The site provides a total 52 parking spaces, including three (3) accessible spaces. Site plan is shown in **Exhibit 1**.

## EXISTING TENANTS

Existing tenants in the same building include convenient store/gas station, hair salon, Domino's Pizza, etc. There is no other vacant unit besides the subject unit at the time of this study. A complete list of tenant information can be found in **Table 1**.




SITE PLAN 3/32"=1'-0" (1)

## KEYNOTES

1. EXISTING ACCESSIBLE PARKING
2. EXISTING ACCESSIBLE LOADING AREA
3. EXISTING CURB RAMP
4. PROPERTY LINE
5. EXISTING TRASH ENCLOSURE
6. EXISTING PARKING LIGHT
7. EXISTING LANDSCAPING
8. EXISTING MAILBOX CABINET
9. EXISTING GAS STATION CANOPY STRUCTURE
10. EXISTING GAS STATION MANHOLE
11. EXISTING TRANSFORMER BOX
12. EXISTING FIRE HYDRANT
13. EXISTING SIDEWALK
14. EXISTING CMU SITE WALL
15. EXISTING ACCESSIBLE PARKING SIGNAGE
16. EXISTING PARKING
17. EXISTING POWER POLE
18. EXISTING TENANT SIGNAGE
19. EXISTING GAS STATION SIGNAGE
20. EXISTING TRAFFIC SIGNAL CABINET
21. EXISTING SWITCHBOARD CABINET
22. EXISTING AWNING STRUCTURE ABOVE
23. EXISTING ROOF ACCESS LADDER
24. EXISTING ACCESS GATE
25. EXISTING BUS STOP SIGN
26. EXISTING BUS STOP BENCH
27. EXISTING STREET TRAFFIC LIGHTS


HESTIA ATELIER
555 ANTON BLVD. SUITE 150
COSTA MESA, CA. 92626


LICENSED ARCHITECT
C-34970
REN. 08/30/21
STATE OF CALIFORNIA

CULTURE CANNABIS CLUB OF WILDOMAR
33980 MISSION TRAIL SUITE A & B
WILDOMAR, CA 92595

SITE PLAN

Project Number:
Plan Check Number:
2021-06-09 CUP SUBMITTAL

SHEET
A1.0

PRELIMINARY - NOT FOR CONSTRUCTION

sheet plotted: 2021/06/09 @ 11:54:44 AM
drawing file name: plan.dwg



# EXHIBIT 1. SITE PLAN

## Table 1. Tenant Information and Joint Use Parking Matrix

Prepared:8/18/2021

*K2 Traffic Engineering, Inc.*

| Address | Business Name | Use | Business Hours | Sq. Ft. | Wildomar Municipal Code | |
|---|---|---|---|---|---|---|
| | | | | | Parking Requirement | Req'd Parking Spaces |
| 33982 Mission Trail | The Goods Market/ 76 Gas Station | Convenience Market | 24 Hours/7 Days | 2,847 | 1 per 200 Sq. Ft. | 14.2 |
| **33980 Mission Trail Ste A, B** | **(Proposed) Cannabis Retail** | **General Retail** | **Daily 8am-10pm** | **2,275** | **5.5 per 1,000 Sq.Ft.** | **12.5** |
| 33980 Mission Trail Ste C | Domino's Pizza | General Retail (Take-Out Restaurant) | M-Th 10am-12am; F,Sa 10am-1am | 1,321 | 5.5 per 1,000 Sq.Ft. | 7.3 |
| 33980 Mission Trail Ste D | Best Hair Cuts and Skin Care | Barber/ Beauty Shop | M-F 9am-6pm; Sa, Su 9am-5pm | 1,235 | 1 per 150 Sq. Ft. | 8.2 |
| 33980 Mission Trail Ste E | Audio Waves | Auto Service (Stereo) | M-Sa 10:15am-6pm | 2,728 | 4 per Service Bay | 4.0 |
| 105 | | | | 10,406 | Total | 46.2 |
| **Parking Demand** | | | | | | **47** |
| Parking Capacity | | | | | | 52 |
| **Surplus** (= Parking Capacity - Parking Demand) | | | | | | **5** |

Source: Property Mangement

## PARKING REQUIREMENT

According to Wildomar's Municipal Code (Section 17.188.03), the parking requirement for general retail, including neighborhood, community and regional shopping center is 5½ parking spaces per 1,000 sq. ft. net leasable floor area. The City's code does not specify any parking ratio for cannabis retail uses. For comparison purposes, the study found that Riverside County's Municipal Code (Section 17.188.03) requires one space per 200 sq. ft. of gross floor area (GFA) for cannabis retail uses. As a conservative approach, the study determines that 12.5 (Say 13) parking spaces should be provided for proposed cannabis retail store of 2,725 sq. ft. based on 5½ parking spaces per 1,000 sq. ft. net leasable floor area.

## PARKING FOR OTHER TENANTS

Although the shopping center as a whole fits the description of a neighborhood, community and regional shopping center, the parking calculation look into specific uses of each tenant as shown in **Table 1**. For example, *The Goods Markets* (convenience market) has applied one (1) parking space per 200 square feet. *Best Hair Cuts and Skin Care* (hair salon and beauty shop) has applied one (1) parking space per 150 square feet. *Audio Wave* (auto service), car stereo sales and installation services, has applied four (4) parking spaces per service bay. The overall demand is 47 parking spaces for all tenants, including the proposed project and existing tenants. With a capacity of 52 parking spaces, the site has a parking surplus of five (5) spaces.

**Table 2. Parking Calculation**

| | Parking Spaces |
|---|---|
| Overall Parking Demand (Project + Existing Tenants) | 47 |
| Parking Provided | 52 |
| Parking Surplus | 5 |

**SUMMARY**

Parking for the proposed cannabis retail can be sufficiently accommodated by the existing parking capacity at the shopping center. No parking overflow onto adjacent roadways is expected. The site adequately provides three (3) accessible spaces among a total of 52 parking spaces, meeting the ADA requirement set forth by the American with Disability Act of 1990.

Regards,

***K2 Traffic Engineering, Inc.***






Jende Kay Hsu, T.E.
California Licensed TR2285

# TITLE REPORT



First American Title

# First American Title Company

**207 Goode Avenue, Suite 410**
**Glendale, CA 91203**
California Department of Insurance License No. 151

Order Number: 6200221 (MP)

Title Officer: Michelle Pascual
Phone: (818)550-2517
Fax No.: (866)878-7977
E-Mail: michelle.pascual@firstam.com

Owner: Edwin E. Manske and Janice L. Manske

Property: 33980 Mission Trail
Wildomar, CA 92595

## PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties*. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

**Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.**

**It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.**

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of June 23, 2020 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

To Be Determined

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

Edwin E. Manske and Janice Lee Manske, as Trustees of The Manske Revocable Trust dated November 2, 1992

The estate or interest in the land hereinafter described or referred to covered by this Report is:

FEE SIMPLE

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2020-2021, a lien not yet due or payable.

2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

3. THE EFFECT OF A DECLARATION OF OWNERSHIP OF EXCESS WATER RIGHTS BY THE SOUTH ELSINORE MUTUAL WATER COMPANY, AS SHOWN BY THAT CERTAIN DECLARATION DATED JUNE 18, 1934, AND RECORDED JUNE 20, 1934, IN BOOK 176, PAGE 293, OF OFFICIAL RECORDS, WHEREIN SAID WATER COMPANY DECLARES ITSELF TO BE THE OWNER OF 600 MINERS INCHES CONSTANT FLOW OF UNDERGROUND WATER SUPPLY UNDERLYING THE PROPERTY HEREIN DESCRIBED AND OTHER PROPERTY. SAID DECLARATION OF OWNERSHIP OF UNDERGROUND WATER RIGHTS BEING SUBJECT TO THE RIGHT OF OWNERS OF OVERLYING LANDS TO SINK WELLS, DEVELOP AND USE WATER THEREFROM TO THE EXTENT THAT THE USE OF SAID WATER MAY BE NECESSARY FOR SAID OWNERS OF SAID OVERLYING LANDS.

4. An easement shown or dedicated on the Map as referred to in the legal description

   For: ACCESS OPENING and incidental purposes.

   The location of the easement cannot be determined from record information.

5. Abutter's rights of ingress and egress to or from MISSION TRAIL AND BUNDY CANYON ROAD EXCEPT THE ONE 30 FOOT OPENING PER PARCEL, have been dedicated or relinquished on the filed Map.

6. The following matters shown or disclosed by the filed or recorded map referred to in the legal description: CONDITIONS OF APPROVAL AS SHOWN IN SURVEYOR'S CERTIFICATE.

7. An agreement or covenant to hold land as one parcel recorded September 23, 1988 as INSTRUMENT NO. 1988-276585 of Official Records.

8. An easement for PUBLIC UTILITIES and incidental purposes, recorded February 24, 1989 as INSTRUMENT NO. 057920 of Official Records.
   In Favor of: SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, ITS SUCCESSORS AND ASSIGNS
   Affects: PARCEL 1

9. The fact that the land lies within the boundaries of the LAKELAND VILLAGE/WILDOMAR SUB-AREA Redevelopment Project Area, as disclosed by the document recorded August 05, 1999 as INSTRUMENT NO. 351785 of Official Records.

10. Rights of the public in and to that portion of the Land lying within any Road, Street, Alley or Highway.

11. Water rights, claims or title to water, whether or not shown by the Public Records.

12. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.

13. The new lender, **if any**, for this transaction may be a Non-Institutional Lender. If so, the Company will require the Deed of Trust to be signed before a First American approved notary.

14. **WE FIND NO OPEN DEED OF TRUST. THE COMPANY WILL REQUIRE SATISFACTORY PROOF, PRIOR TO INSURING THE CONTEMPLATED TRANSACTION, THAT THE SUBJECT PROPERTY IS FREE FROM ANY ENCUMBRANCES. PLEASE PROVIDE THE FOLLOWING:**

    **A. AN AFFIDAVIT (Click Here), EXECUTED BY ALL THE SELLERS/BORROWERS STATING THAT THE PROPERTY IS FREE AND CLEAR, AND NOTARIZED IN FRONT OF A FIRST AMERICAN APPROVED NOTARY;**

    **B. THE OWNER STATEMENT FROM THE ESCROW INSTRUCTIONS; AND**

    **C. A WRITTEN STATEMENT FROM ESCROW CONFIRMING WHO THE PROCEEDS WILL BE DISBURSED TO.**

15. Prior to closing, the Company must confirm whether the county recording office in which the Land is located has changed its access policies due to the COVID-19 outbreak. If recording has been restricted, specific underwriting approval is required; and, additional requirements or exceptions may be made.

16. Rights of parties in possession.

**Prior to the issuance of any policy of title insurance, the Company will require:**

17. With respect to the trust referred to in the vesting:
a. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
b. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

## INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. General and special taxes and assessments for the fiscal year 2019-2020.

| | |
|---|---|
| First Installment: | $6,213.46, PAID |
| Penalty: | $0.00 |
| Second Installment: | $6,213.46, PAID W/ PEN |
| Penalty: | $659.40 (AMOUNT INCLUDES PENALTIES AND ANY COST/FEE AMOUNT) |
| Tax Rate Area: | 025-068 |
| A. P. No.: | 366-160-070 |

2. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a(n) COMMERCIAL STRUCTURE known as 33980 Mission Trail, Wildomar, California.

3. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

   None

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

## LEGAL DESCRIPTION

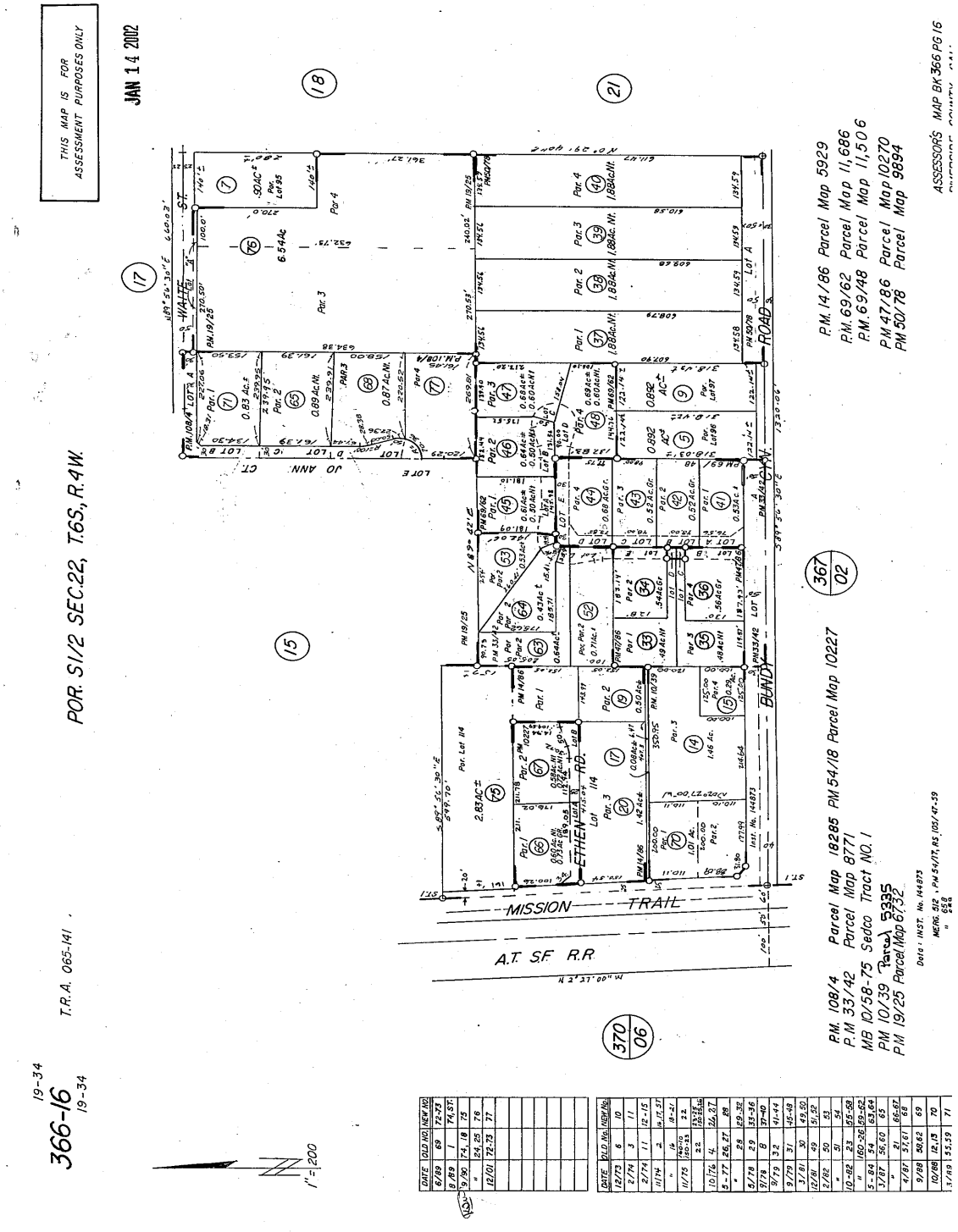
Real property in the City of Wildomar, County of Riverside, State of California, described as follows:

PARCELS 1 AND 2 OF PARCEL MAP NO. 5335, IN THE COUNTY OF RIVERSIDE AS SHOWN ON PARCEL MAP ON FILE IN BOOK 10 OF PARCEL MAPS AT PAGE 39, RIVERSIDE COUNTY RECORDS.

EXCEPT THE INTEREST AS CONDEMNED BY FINAL ORDER OF CONDEMNATION RECORDED MARCH 20, 1996 AS INSTRUMENT NO. 1996-098502 OFFICIAL RECORDS.

THIS LEGAL DESCRIPTION IS PURSUANT TO "CERTIFICATE OF PARCEL MERGER NO. 512" RECORDED SEPTEMBER 23, 1988 AS INSTRUMENT NO. 1988-276585 OF OFFICIAL RECORDS.

APN: 366-160-070




| DATE | OLD NO. | NEW NO. |
|---|---|---|
| 6/89 | 69 | 72-73 |
| 9/90 | 1 | 74, ST. |
| " | 174, 18 | 75 |
| " | 24, 25 | 76 |
| 12/01 | 72, 73 | 77 |

| DATE | OLD NO. | NEW NO. |
|---|---|---|
| 12/73 | 6 | 10 |
| 2/74 | 3 | 11 |
| 2/74 | 11 | 12-15 |
| 11/74 | 2 | 16, 17, 21 |
| " | 16 | 18-21 |
| 11/75 | 20, 21, 22 | 22 |
| 10/76 | 4 | 24, 27 |
| 5-77 | 26, 27 | 28 |
| " | 28 | 29, 32 |
| 5/78 | 29 | 33-36 |
| 9/78 | 32 | 37-40 |
| 9/79 | 37 | 41-44 |
| 9/79 | 31 | 45-48 |
| 3/81 | 30 | 49, 50 |
| 12/81 | 49 | 51, 52 |
| 2/82 | 50 | 53 |
| " | 51 | 54 |
| 10-82 | 23 | 55-58 |
| " | 160-26, 28 | 59-62 |
| 5/84 | 54 | 63, 64 |
| 3/87 | 56, 60 | 65 |
| " | 61 | 66, 67 |
| 4/87 | 57, 61 | 68 |
| 9/88 | 58, 62 | 69 |
| 10/88 | 12, 13 | 70 |
| 3/89 | 15, 59 | 71 |

## ***NOTICE***

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

**EXHIBIT A**
**LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

## CLTA STANDARD COVERAGE POLICY – 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
   Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public, records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the public records at Date of Policy.

## CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
   a. building;
   b. zoning;
   c. land use;

d. improvements on the Land;
e. land division; and
f. environmental protection.
This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
   b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
   a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.
   This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:
For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

| | Your Deductible Amount | Our Maximum Dollar Limit of Liability |
|---|---|---|
| Covered Risk 16: | 1% of Policy Amount Shown in Schedule A or $2,500 (whichever is less) | $10,000 |
| Covered Risk 18: | 1% of Policy Amount Shown in Schedule A or $5,000 (whichever is less) | $25,000 |
| Covered Risk 19: | 1% of Policy Amount Shown in Schedule A or $5,000 (whichever is less) | $25,000 |
| Covered Risk 21: | 1% of Policy Amount Shown in Schedule A or $2,500 (whichever is less) | $5,000 |

**2006 ALTA LOAN POLICY (06-17-06)**
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;

   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

(c) resulting in no loss or damage to the Insured Claimant;
(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
(a) a fraudulent conveyance or fraudulent transfer, or
(b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

[Except as provided in Schedule B - Part II,[ t[or T]his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

**[PART I**

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.

**PART II**

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

**2006 ALTA OWNER'S POLICY (06-17-06)**

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

(i) the occupancy, use, or enjoyment of the Land;
(ii) the character, dimensions, or location of any improvement erected on the Land;
(iii) the subdivision of land; or
(iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
(a) created, suffered, assumed, or agreed to by the Insured Claimant;
(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

(c) resulting in no loss or damage to the Insured Claimant;
(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 or 10); or
(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
(a) a fraudulent conveyance or fraudulent transfer, or
(b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:
[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.
7. [Variable exceptions such as taxes, easements, CC&R's, etc. shown here.]

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)**

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

(i) the occupancy, use, or enjoyment of the Land;
(ii) the character, dimensions, or location of any improvement erected on the Land;
(iii) the subdivision of land; or
(iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
(a) created, suffered, assumed, or agreed to by the Insured Claimant;
(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
(c) resulting in no loss or damage to the Insured Claimant;
(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the

Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

First American Title™

## Privacy Notice

**Effective:** January 1, 2020

**Notice Last Updated:** January 1, 2020

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties. For more information about our privacy practices, please visit https://www.firstam.com/privacy-policy/index.html. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

**What Type Of Information Do We Collect About You?** We collect both **personal** and **non-personal information** about and from you. **Personal information** is non-public information that can be used to directly or indirectly identify or contact you. **Non-personal information** is any other type of information.

**How Do We Collect Your Information?** We collect your **personal** and **non-personal information:** (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

**How Do We Use Your Information?** We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. We may use your **non-personal information** for any purpose.

**How Do We Share Your Personal Information?** We do not sell your **personal information** to nonaffiliated third parties. We will only share your **personal information**, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. If you have any questions about how First American shares your **personal information**, you may contact us at dataprivacy@firstam.com or toll free at 1-866-718-0097.

**How Do We Secure Your Personal Information?** The security of your **personal information** is important to us. That is why we take commercially reasonable steps to make sure your **personal information** is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your **personal information**.

**How Long Do We Keep Your Personal Information?** We keep your **personal information** for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

**Your Choices** We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your **personal information**. In accordance with applicable law, your controls and choices. You can learn more about your choices, and exercise these controls and choices, by sending an email to dataprivacy@firstam.com or toll free at 1-866-718-0097.

**International Jurisdictions**: Our Products are hosted and offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your **personal information** to us in the US, and you consent to that transfer and use of your **personal information** in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

**Contact Us** dataprivacy@firstam.com or toll free at 1-866-718-0097.

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First American Title™

## For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

**Right to Know**. You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure of your personal information; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to dataprivacy@firstam.com.

**Right of Deletion**. You also have a right to request that we delete the **personal information** we have collected from you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to dataprivacy@firstam.com.

**Verification Process**. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

**Right to Opt-Out**. We do not sell your personal information to third parties, and do not plan to do so in the future.

**Right of Non-Discrimination**. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

**Collection Notice**. The following is a list of the categories of personal information we may have collected about California residents in the twelve months preceding the date this Privacy Notice was last updated, including the business or commercial purpose for said collection, the categories of sources from which we may have collected the personal information, and the categories of third parties with whom we may have shared the personal information:

| | |
|---|---|
| **Categories of Personal Information Collected** | The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer. |
| **Categories of Sources** | Categories of sources from which we've collected **personal information** include, but may not be limited to: the consumer directly; public records; governmental entities; non-affiliated third parties; social media networks; affiliated third parties |
| **Business Purpose for Collection** | The business purposes for which we've collected **personal information** include, but may not be limited to: completing a transaction for our Products; verifying eligibility for employment; facilitating employment; performing services on behalf of affiliated and non-affiliated third parties; debugging to identify and repair errors that impair existing intended functionality on our Websites, Applications, or Products; protecting against malicious, deceptive, fraudulent, or illegal activity |

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| | |
|---|---|
| **Categories of Third Parties Shared** | The categories of third parties with whom we've shared **personal information** include, but may not be limited to: advertising networks; internet service providers; data analytics providers; service providers; government entities; operating systems and platforms; social media networks; non-affiliated third parties; affiliated third parties |

*Categories of Personal Information We Have Sold In The Past Year*. We have not sold any personal information of California residents to any third party in the twelve months preceding the date this Privacy Notice was last updated.

*Categories of Personal Information Disclosed For A Business Purpose In The Past Year*. The following is a list of the categories of **personal information** of California residents we may have disclosed for a business purpose in the 12 months preceding the date this Privacy Notice was last updated: The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.

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# AERIAL PHOTOGRAPH

PRELIMINARY - NOT FOR CONSTRUCTION

SHEET A5.0

Project Number: 2020-01-19
Plan Check Number:
DCP SUBMITTAL

AERIAL & SITE PHOTOS

CULTURE CANNABIS CLUB OF WILDOMAR
33960 MISSION TRAIL SUITE #A
WILDOMAR, CA 92595

LICENSED ARCHITECT
Ca. 34970
REN. 08/31/21
STATE OF CALIFORNIA

556 ANTON BLVD. SUITE 150
COSTA MESA, CA. 92626

AERIAL & SITE PHOTOS

PHOTO 1

PHOTO 2

PHOTO 3

PHOTO 4

# CONFIRMATION PROPERTY DOES NOT HAVE NON-CANNABIS INFUSED FOOD LICENSE

June 15, 2021

Edwin E. Manske
P.O.Box 1209
Wildomar, CA
92595

To whom it may concern:

We, Edwin & Janice Manske, the property owners of 33980-82 Mission Trail, Suite A and B, Wildomar, CA 92595, hereby confirm that the proposed premise is not currently permitted by the State of California or County of Riverside for the production of non-cannabis infused food products.

Sincerely,

Edwin E Manske

Edwin Manske
Property Owner

Janice Manske

Janice Manske
Property Owner

# RADIUS MAP 100’

## SEPARATION REQUIREMENTS

SECTION 17.315.070 REQUIRES THE FOLLOWING SEPARATION.

MIN. 100 FEET: TO ANY RESIDENTIAL USE AS DEFINED IN CHAPTER 17.315.070 OF THE WMC.




100-FOOT RADIUS MAP 1"=20'-0" (1)


HESTIA ATELIER
DESIGN, ARCHITECTURE

555 ANTON BLVD. SUITE 150
COSTA MESA, CA. 92626


Seal

LICENSED ARCHITECT
RICHARD I. HESS JR.
C-34970
REN. 09/30/21
STATE OF CALIFORNIA

Consultant

CULTURE CANNABIS CLUB OF WILDOMAR

33980 MISSION TRAIL SUITE A & B
WILDOMAR, CA 92595

100- FOOT RADIUS MAP

Project Number:
Plan Check Number:

| | |
|---|---|
| 2021-06-09 | CUP SUBMITTAL |

PRELIMINARY - NOT FOR CONSTRUCTION

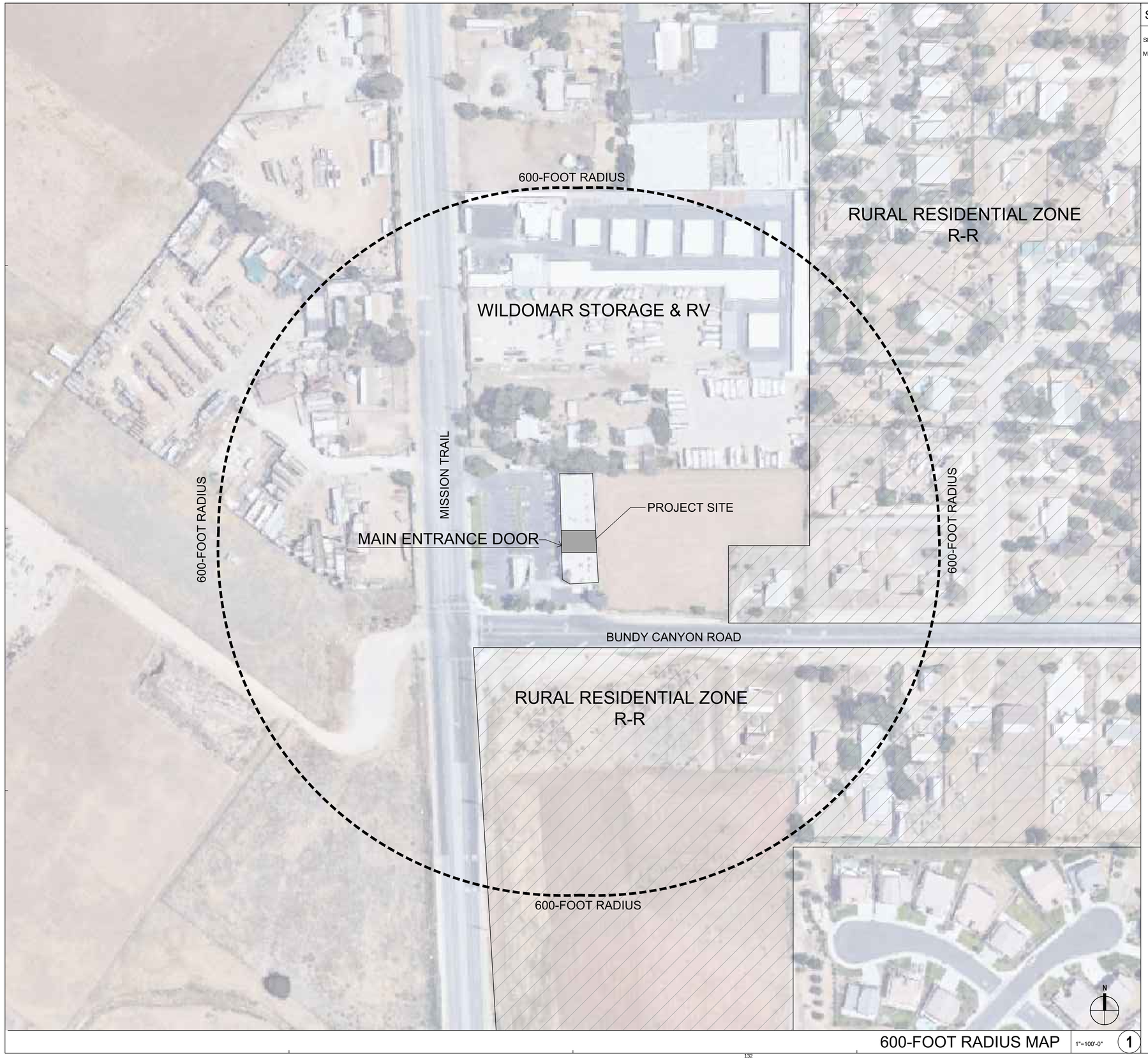
SHEET

A1.1

dwg last saved: Jun/10/2021 11:49 AM by: Raquel Hernandez

sheet plotted: Jun/10/2021 @ 11:54 AM
drawing file name: plan.dwg

# RADIUS MAP 600’




600-FOOT RADIUS MAP 1"=100'-0" 1

## SEPARATION REQUIREMENTS

SECTION 17.315.070 REQUIRES THE FOLLOWING SEPARATION.

MIN. 600 FEET: TO ANY PUBLIC/PRIVATE SCHOOL, COMMERCIAL DAY CARE CENTER, PARKS AND/OR YOUTH CENTERS AS DEFINED IN CHAPTER 17.315.070 OF THE WMC.

HESTIA ATELIER
555 ANTON BLVD. SUITE 150
COSTA MESA, CA. 92626

Seal

LICENSED ARCHITECT
C-34970
REN. 09/30/21
STATE OF CALIFORNIA

Consultant

CULTURE CANNABIS CLUB OF WILDOMAR
33980 MISSION TRAIL SUITE A & B
WILDOMAR, CA 92595

600-FOOT RADIUS MAP

Project Number:
Plan Check Number:

| | |
|---|---|
| 2021-06-09 | CUP SUBMITTAL |

PRELIMINARY - NOT FOR CONSTRUCTION

SHEET
A1.2



dwg last saved: Aug/18/2021 11:16 AM by: Raquel Hernandez
sheet plotted: Aug/18/2021 11:16:54 AM
drawing file name: plan.dwg

# PREMISE SITE PLAN, FLOOR PLAN, INTERIOR COLORED ELEVATION RENDERINGS

# SYMBOL LEGEND

| SYMBOL | DESCRIPTION | SYMBOL | DESCRIPTION |
|---|---|---|---|
| **DETAIL REFERENCE** | | **BUILDING AND WALL SECTIONS** | |
| 2/A5 / A7.0-183 | DETAIL NUMBER / SHEET NUMBER / SUBJECT POINTER | 1A / A3.5 | DETAIL NUMBER / CUT PLANE / SHEET NUMBER |
| **EXTERIOR ELEVATION** | | **INTERIOR ELEVATION** | |
| 1A / A3.0 | DETAIL NUMBER / SHEET NUMBER | 1 / A4.1 | ELEVATION NUMBER / DETAIL NUMBER / SHEET NUMBER / ELEVATION NUMBER |
| **KEYNOTE** | | **CEILING HEIGHT** | |
| 101 | | 10'-0" | HEIGHT A.F.F. U.N. O |
| **WALL TYPE** | | **ACCESSORY TYPE** | |
| 1 / TYP. | WALL TYPE / SUBJECT WALL | A101 | |
| **DOOR TYPE** | | **WINDOW TYPE** | |
| 101 | | W10 | |
| **MISCELLANEOUS TYPE** | | **DELTA AND CLOUD** | |
| R101 | | 1 | |
| **SIMPLE FINISH: MATERIAL AND COLOR** | | **COMPLEX FINISH: MATERIAL, COLOR, & ADDITIONAL INFORMATION** | |
| A / 1 | MATERIAL / COLOR | 1 / A / P-3 | MATERIAL / COLOR / ADDITIONAL INFO. |
| **ROOM IDENTIFICATION** | | **MATCH LINE** | |
| COMPACTOR ROOM / F100 / 100 SF | ROOM NAME / ROOM NUMBER / ROOM FLOOR AREA | MATCH LINE / SEE: A X.XX | MATCH LOCATION SHEET |
| **ROOM OCCUPANCY LOAD** | | **EGRESS WIDTH** | |
| RM. OCCUPANCY GROUP / CLOSET / S-1 / 200 / 5 / 1,000 / RM. OCCUPANT LOAD | RM. NAME OR NUMBER / OCC. LOAD FACTOR / RM. FLOOR AREA | STAIR #1 / 100 / 20" / 20" | EGRESS COMPONENT / OCCUPANT LOAD / REQ'D MINIMUM WIDTH / PROVIDED WIDTH |
| GRD LINE IDENTIFICATION / A | | GRD LINE IDENTIFICATION (X' DENOTES EXISTING) / xA | |

# ABBREVIATIONS

FOR ADDITIONAL ABBREVIATIONS REFER TO THE DOOR SCHEDULE, FINISH SCHEDULE, AND THE ENGINEER'S DRAWINGS

| | | | | | |
|---|---|---|---|---|---|
| Ø | DIAMETER | FA. | FIRE ALARM | PART'N | PARTITION |
| # | SQUARE FOOT / FEET | FDN | FOUNDATION | P.L. | PROPERTY LINE |
| & | AND | F.D. | FLOOR DRAIN | PL. | PLATE |
| @ | AT | F.E. | FIRE EXTINGUISHER | P.LAM | PLASTIC LAMINATE |
| ℄ | CENTER LINE | F.F. | FINISH FLOOR | PLAS. | PLASTER |
| ⊥ | PERPENDICULAR | FIN. | FINISH | PLBG. | PLUMBING |
| (E) | POUND OR NUMBER | FIXT. | FIXTURE | PLYWD | PLYWOOD |
| | EXISTING | FLASH | FLASHING | POC | POINT OF CONNECTION |
| | | FLR. | FLOOR | PR. | PAIR |
| A.B. | ANCHOR BOLT | FLUOR. | FLUORESCENT | P.T. | PRESSURE TREATED |
| ABV. | ABOVE | F.H.C. | FIRE HOSE CABINET | Q.T. | QUARRY TILE |
| A/C | AIR CONDITIONING | F.H. | FIRE HYDRANT | | |
| A.C. | ASPHALTIC CONCRETE | FL. | FLOW LINE | | |
| ACOUST. | ACOUSTICAL | F.O.C. | FACE OF CONCRETE | R. | RISER |
| ADD'L. | ADDITIONAL | F.O.F. | FACE OF FINISH | R./RAD. | RADIUS |
| A.D. | AREA DRAIN | F.O.M. | FACE OF MASONRY | R.D. | ROOF DRAIN |
| ADJ. | ADJACENT | F.O.S. | FACE OF SHEATHING | RDWD. | REDWOOD |
| AFF. | ABOVE FINISH FLOOR | FPRF. | FIREPROOF | REF. | REFER TO |
| AGGR. | AGGREGATE | FRT. | FIRE RETARDANT TREATED | REF. | REFERENCE |
| ALUM. | ALUMINUM | | FINISH SURFACE | REFR. | REFRIGERATOR |
| APPROX. | APPROXIMATE | F.S. | FLOOR SINK | REG. | REGISTER |
| ARCH. | ARCHITECTURAL | F.S. | FIRE SPRINKLER RISER | REINF. | REINFORCING |
| ASB. | ASBESTOS | FSR. | FIRE SPRINKLER RISER | REQ'D. | REQUIRED |
| ASPH. | ASPHALT | FT. | FOOR OR FEET | REQ'MT. | REQUIREMENT |
| ASR. | AUTO. SPRINKLER RISER | FTG. | FOOTING | RESIL. | RESILIENT |
| AUTO. | AUTOMATIC | FURR. | FURRING | R.H.B. | RECESSED HOSE BIB |
| AVE. | AVENUE | FUT. | FUTURE | RM. | ROOM |
| BD. | BOARD | GA. | GAUGE | R.O. | ROUGH OPENING |
| BITUM. | BITUMINOUS | GALV. | GALVANIZED | ROW. | RIGHT OF WAY |
| BLDG. | BUILDING | G.B. | GRAB BAR | R.S. | ROUGH SAWN |
| BLK. | BLOCK | GC. | GENERAL CONTRACTOR | R.W.L. | RAIN WATER LEADER |
| BLK'G. | BLOCKING | GI. | GALVANIZED | S. | SOUTH |
| BM. | BEAM | GL. | GLASS | SAT. | SUSP. ACOUST. TILE |
| BOT. | BOTTOM | GND. | GROUND | S.C. | SOLID CORE |
| BTWN. | BETWEEN | GR. | GRADE | SCHED. | SCHEDULE |
| C | CAMBER | GYP. | GYPSUM | SECT. | SECTION |
| CAB. | CABINET | H.B. | HOUSE BIB | S.F. | SQUARE FOOT / FEET |
| C.B. | CATCH BASIN | H.C. | HOLLOW CORE | SHT. | SHEET |
| CEM. | CEMENT | HDR. | HEADER | SHTG. | SHEATHING |
| CER. | CERAMIC | HDW. | HARDWARE | SIM. | SIMILAR |
| C.H.B. | CONCEALED HOSE BIB | HDWD. | HARDWOOD | SPEC. | SPECIFICATION |
| C.I. | CAST IRON | H.M. | HOLLOW METAL | SQ. | SQUARE |
| C/J | CEILING JOINT | HORIZ. | HORIZONTAL | S.S. | STAINLESS STEEL |
| C.J. | CONTROL JOINT | H.P. | HIGH POINT | SSK. | SERVICE SINK |
| CLG. | CEILING | HR. | HOUR | STA. | STATION |
| CLR. | CLEAR | HT. | HEIGHT | STD. | STANDARD |
| CMU | CONCRETE MASONRY UNIT | HVAC. | HEATING, VENTILATION & AIR CONDITIONING | STL. | STEEL |
| | | | | STOR. | STORAGE |
| C.O. | CONCRETE OPENING | | | STRUCT. | STRUCTURAL / STRUCTURE |
| | CLEANOUT | I.D. | INSIDE DIAMETER | | |
| COL. | COLUMN | I.E. | INVERT ELEVATION | SUSP. | SUSPENDED |
| CONC. | CONCRETE | IN. | INCH | SYM. | SYMETRICAL |
| CONN. | CONNECTION | INFO. | INFORMATION | T. | TREAD |
| CONST. | CONSTRUCTION | INSUL. | INSULATION | TB | TOP BEAM |
| CONT. | CONTINUOUS | INT. | INTERIOR | TC | TOP OF CURB |
| CONTR. | CONTRACTOR | | | TD | TOP OF DRAIN |
| CORR. | CORRIDOR | J.T. | JOINT | TEL. | TELEPHONE |
| CTSK. | COUNTERSUNK | | | T&G. | TONGUE AND GROOVE |
| CTR. | CENTER | LAM. | LAMINATE | THK. | THICK |
| CY. | CUBIC YARD | LAV. | LAVATORY | T.J. | TRUSS JOIST |
| | | LT. | LIGHT | T.O. | TOP OF |
| DBL. | DOUBLE | | | T.O.C. | TOP OF CONCRETE |
| DEPT. | DEPARTMENT | MAX. | MAXIMUM | T.O.P. | TOP OF PARAPET |
| DET. | DETAIL | MECH. | MECHANICAL | T.O.PL. | TOP OF PLATE |
| D.F. | DRINKING FOUNTAIN | MEMB. | MEMBRANE | T.O.S. | TOP OF STEEL |
| DIA. | DIAMETER | MET. | METAL | T.O.W. | TOP OF WALL |
| DIM. | DIMENSION | MFR. | MANUFACTURER | T.P. | TOP OF PAVEMENT |
| DISP. | DISPENSER | MH. | MANHOLE | T.V. | TELEVISION |
| DN. | DOWN | MIN. | MINIMUM | TYP. | TYPICAL |
| DR. | DOOR | MIR. | MIRROR | | |
| DS. | DOWNSPOUT | MISC. | MISCELLANEOUS | UNF. | UNFINISHED |
| D.S.P. | DRY STAND PIPE | M.O. | MASONRY OPENING | U.N.O. | UNLESS NOTED OTHERWISE |
| DWG. | DRAWING | MTD. | MOUNTED | | |
| E | EAST | MUL. | MULLION | VERT. | VERTICAL |
| EA. | EACH | | | VEST. | VESTIBULE |
| EJ | EXPANSION JOINT | N. | NORTH | V.C.T. | VINYL COMPOSITE TILE |
| ELEC. | ELECTRICAL | N.F.A. | NET FREE VENT AREA | V.I.F. | VERIFY IN FIELD |
| EL. | ELEVATION | N.I.C. | NOT IN CONTRACT | V.TR. | VENT THROUGH ROOF |
| EMER. | EMERGENCY | NO. | NUMBER | | |
| ENCL. | ENCLOSURE | NOM. | NOMINAL | W. | WEST |
| E.P. | ELECTRICAL PANEL | N.T.S. | NOT TO SCALE | W/ | WITH |
| EPS | EXPANDED POLYSTYRENE | | | W.C. | WATER CLOSET |
| | | O.A. | OVERALL | WD. | WOOD |
| EQ. | EQUAL | OBS. | OBSCURED | WH. | WATER HEATER |
| EQUIP. | EQUIPMENT | O.C. | ON CENTER | W/O | WITHOUT |
| | | O.D. | OUTSIDE DIAMETER | WP. | WATERPROOF |
| E.W. | EACH WAY | OFD. | OVERFLOW DRAIN | WR. | WATER RESISTANT |
| EXIST. | EXISTING | OFF. | OFFICE | W.W.F. | WELDED WIRE FABRIC |
| EXP. | EXPANSION | OPNG. | OPENING | WT. | WEIGHT |
| EXT. | EXTERIOR | OPP. | OPPOSITE | | |

# PROJECT SCOPE

COMMERCIAL INTERIOR TENANT IMPROVEMENTS FOR CANNABIS DISPENSARY.
SCOPE OF WORK TO INCLUDE:

-REMOVAL CONSTRUCTION OF NON-BEARING WALLS

-CONSTRUCTION OF EXTERIOR BEARING WALLS

-HVAC

-ELECTRICAL

-PLUMBING

# DEFERRED SUBMITTALS

- SIGNAGE
- SPRINKLER
- FIRE ALARM

# VICINITY MAP




# CULTURE CANNABIS CLUB OF WILDOMAR

33980 MISSION TRAIL, SUITE A & B
WILDOMAR, CA. 92595

# GENERAL NOTES

1. THESE DRAWINGS ARE THE PROPERTY OF HESTIA ATELIER, LLP AND ARE NOT TO BE USED FOR ANY OTHER THAN THE LOCATION SHOWN HEREON. OWNER IS LICENSED TO UTILIZE CONSTRUCTION DOCUMENTS FOR THIS LOCATION ONLY.
2. NO CHANGES ARE TO BE MADE ON THESE PLANS WITHOUT THE KNOWLEDGE OR CONSENT OF THE ARCHITECT / ENGINEER WHOSE SIGNATURE APPEARS HEREON.
3. DIMENSIONS AS INDICATED ARE THE DIMENSIONS TO BE USED FOR CONSTRUCTION. DO NOT SCALE DRAWING S.
4. NO FRAMING OF ANY TYPE IS TO BE CONCEALED PRIOR TO INSPECTION
5. REFERENCES TO ANY DETAIL OR DRAWING IS FOR CONVENIENCE ONLY AND DOES NOT LIMIT THE APPLICATION OF SUCH DETAIL OR DRAWINGS. BY GOVERNING AGENCIES.
6. DIMENSIONS AND CONDITIONS AT THE JOB SITE SHALL BE VERIFIED BY ALL CONTRACTORS. DISCREPANCIES IN THE DRAWINGS OR BETWEEN THE DRAWINGS AND ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE ARCHITECT AND TO THE OWNER, CORRECTED DRAWINGS OR INSTRUCTION SHALL BE ISSUED BY THE ARCHITECT PRIOR TO THE INSTALLATION OF ANY WORK. ALL DIMENSION S ARE TO BE ROUGH UNLESS OTHERWISE NOTED. ARCHITECT'S DRAWINGS SHALL GOVERN OVER STRUCTURAL, MECHANICAL, ELECTRICAL AND LANDSCAPE DRAWINGS. ALL DRAWING S SHALL BE ISSUED BY ARCHITECT.
7. ALL WORK, CONSTRUCTION AND MATERIALS SHALL COMPLY WITH ALL PROVISIONS OF THE BUILDING CODE AND WITH OTHER RULES, REGULATIONS, AND ORDINANCES POVERNING THE PLACE OF THE CONSTRUCTION. IT IS THE RESPONSIBILITY OF ANYONE SUPPLYING LABOR OR BOTH TO BRING TO THE ATTENTION OF THE ARCHITECT AND THE OWNER ANY DISCREPANCIES OR CONFLICT BETWEEN THE REQUIREMENTS OF THE CODE AND THE DRAWINGS. THE APPLICABLE CODES SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO: CALIFORNIA BUILDING CODE 2016 EDITION
8. THESE DRAWING S DO NOT CONTAIN THE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY.
9. ALL GYPSUM WALL BOARD TO BE 1/2" OR 5/8" THICK TYPE "X", UNLESS OTHERWISE NOTED OR REQUIRED FOR SPECIFIC WALL CONSTRUCTION.
10. ALL CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH THE STATE CONSTRUCTION SAFETY ORDERS ENFORCED BY THE STATE OF CALIFORNIA DIVISION OF INDUSTRIAL SAFETY.
11. CONSTRUCT NO TRENCHES OR EXCAVATIONS 5' OR MORE IN DEPTH INTO WHICH A PERSON IS REQUIRED TO DESCEND, OR OBTAIN NECESSARY PERMIT FROM THE STATE OF CALIFORNIA DIVISION OF INDUSTRIAL SAFETY PRIOR TO THE ISSUANCE OF A BUILDING OR GRADING PERMIT.
12. EXACT LOCATION AND NUMBER OF EXIT SIGNS SHALL BE DETERMINED BY FIELD INSPECTOR AFTER THE INSTALLATION OF ALL MAJOR EQUIPMENT. CONTRACTOR SHALL CONDUCT SUCH FIELD INSPECTION PRIOR TO INSTALLATION OF ANY EXIT SIGNAGE.
13. FIRE EXTINGUISHERS SHALL BE PROVIDED AS FOLLOWS: 1 2A10BC EXTINGUISHER FOR EACH 1300 SQ. FT. FIRE EXTINGUISHERS SHALL NOT EXCEED 75' TRAVEL DISTANCE AND SIGNS SHALL BE POSTED ABOVE ALL EXTINGUISHERS TO INDICATE THEIR LOCATIONS. EXTINGUISHERS SHALL BE MOUNTED MEASURING FROM THE TOP OF THE EXTINGUISHER TO FINISH FLOOR A MINIMUM OF 3' AND MAXIMUM OF 5'. EXTINGUISHERS LOCATED IN PUBLIC AREAS SHALL BE IN A RECESSED FIRE EXTINGUISHER CABINET(S) MOUNTED 48" TO CENTER OF CABINET ABOVE FINISHED FLOOR LEVEL WITH MAXIMUM 4" PROJECTION FROM THE WALL. AN ADDITIONAL 2A 20BC EXTINGUISHER WILL BE REQUIRED NO MORE THAN 75' OF TRAVEL FROM ANY PORTION OF FUELING LOCATIONS. EXACT LOCATIONS OF EXTINGUISHERS SHALL BE DETERMINED BY FIELD INSPECTOR.
14. NO HAZARDOUS MATERIALS WILL BE STORED AND/OR USED WITHIN THE BUILDING WHICH EXCEED THE QUANTITIES LISTED IN THE CBC TABLES 307.1(1) & 307.1(2).
15. WHERE PERMANENT IDENTIFICATION IS PROVIDED FOR ROOMS AND SPACES, RAISED LETTERS SHALL ALSO BE PROVIDED AND SHALL BE ACCOMPANIED BY BRAILLE. SECTION 11178 5 ALL SIGNAGE REQUIREMENTS OF SECTION 11178 5 SHALL BE SATISFIED.
16. COMPLY WITH CBC SECTION 3303 REGARDING PROTECTION OF PEDESTRIANS DURING CONSTRUCTION.
17. WALL, FLOOR AND CEILING SHALL NOT EXCEED THE FLAME SPREAD CLASSIFICATIONS IN CBC TABLE 803.9.
18. ODOR CONTROL SYSTEM TO BE ODOR-X-MOR 420 BY BENZACO SCIENTIFIC ENGINEERED ODOR MANAGEMENT OR APPROVED EQUAL.
19. ANY DELAYED EGRESS SHALL COMPLY WITH CFC 1010.1.9.7 AND 1010.1.9.9 AS APPLICABLE.
20. ADDRESS NUMBERS SHALL BE MIN. OF 12 INCHES

# GRAPHIC MATERIAL LEGEND

| | | | |
|---|---|---|---|
| EARTH | | GYPSUM BOARD | SHOWN IN SECTION |
| CAST-IN-PLACE CONCRETE | PLAN OR SECTION | CONT. WOOD BLOCKING | SHOWN IN SECTION |
| BRICK PAVERS | PLAN OR SECTION | FINISHED WOOD | SECTION OR ELEVATION |
| RIGID INSULATION OR SAFING | PLAN OR SECTION | FINISHED WOOD | SECTION OR ELEVATION |
| METAL - TYPE AS NOTED | PLAN OR SECTION | SPRAY FIREPROOFING | SHOWN IN SECTION |
| METAL - ROLLED SHAPE | PLAN OR SECTION | BATT INSULATION P | THERMAL OR ACOUSTICAL AS NOTED |
| PLASTER ON METAL LATH | SHOWN IN SECTION | GLASS | SHOWN IN SECTION |
| DENSGLASS | SHOWN IN SECTION | CMU | SHOWN IN SECTION |

# PROJECT DATA

## 1 - ADMINISTRATION

A. ALL WORK SHALL BE IN CONFORMANCE WITH THE CODES IDENTIFIED IN THE GOVERNING CODES SECTION LISTED BELOW.

2019 CALIFORNIA BUILDING CODE AND JURISDICTIONAL AMENDMENTS
2019 CALIFORNIA MECHANICAL CODE AND JURISDICTIONAL AMENDMENTS
2019 CALIFORNIA PLUMBING CODE AND JURISDICTIONAL AMENDMENTS
2019 CALIFORNIA ELECTRICAL CODE AND JURISDICTIONAL AMENDMENTS
2019 CALIFORNIA GREEN BUILDING STANDARDS CODE AND JURISDICTIONAL AMENDMENTS
2019 CALIFORNIA FIRE CODE AND JURISDICTIONAL AMENDMENTS
2019 CALIFORNIA ENERGY CODE AND JURISDICTIONAL AMENDMENTS

CITY OF WILDOMAR MUNICIPAL CODES AND ORDINANCES

ALL FINISHES SHALL COMPLY WITH CBC CHAPTER 8, TABLE 803.9

B. ACCESSIBILITY REQUIREMENTS PER THE FEDERAL ADA, ANSI 117.1-2003 AND 2016 CBC OR AS AMENDED BY STATE OR LOCAL REGULATIONS, WHICHEVER IS MOST RESTRICTIVE

## 3 - OCCUPANCY

A. PRIMARY OCCUPANCY (CHAPTER 3): M OCCUPANCY

B. **OCCUPANCY GROUP**

OCCUPANT LOAD (REFER TO A1.5 EGRESS PLAN FOR DETAILED OCCUPANT LOAD)

| ROOM NAME | AREA (NET) | OCCUPANT LOAD |
|---|---|---|
| RECEPTION: | 230 SF/15 | 16 OCCUPANTS |
| RETAIL: | 1,172 SF/60 | 20 OCCUPANTS |
| STORAGE: | 283 SF/300 | 1 OCCUPANT |
| CONFERENCE: | 121 SF/60 | 3 OCCUPANTS |
| BREAK ROOM: | 168 SF/60 | 3 OCCUPANTS |
| OFFICE & STORAGE | 109/60 | 2 OCCUPANTS |
| MANAGER & SECURITY | 56/60 | 1 OCCUPANTS |
| RESTROOM: | 51 SF | ACCESSORY USE |
| TOTAL: | 2,190 SF | 46 OCCUPANTS |

EXIT
REQUIRED: 1 EXITS
PROPOSED : 2 EXITS

PERMITTED EXIT ACCESS TRAVEL DISTANCE: 250 FT FOR MERCANTILE (TABLE 1017.2)
PROPOSED EXIT ACCESS TRAVEL DISTANCE: 104 FEET

## 4 - BUILDING & SITE DATA

A. CONSTRUCTION TYPE (CHAPTER 5): V-B
B. FULLY SPRINKLERED PER CHAPTER 9: YES
C. PROJECT AREA: 2,275 SF (GROSS SF)
D. NUMBER OF STORIES: 1 STORY
E. SITE ACREAGE: 1.01 ACRES
F. LEGAL DESCRIPTION:

1.01 ACRES IN PARS 1 & 2 PM 010/039 PM 5335

APN: 366-160-070

G. NUMBER OF PARKING (WILDOMAR MUNICIPAL CODE)

| BUSINESS | PARKING REQUIREMENT | REQ'D PARKING SPACES |
|---|---|---|
| THE GOODS MARKET/76 GAS STATTION | 1 PER 200 SQ. FT. | 14.2 |
| (PROPOSED) CANNABIS RETAIL | 5.5 PER 1000 SQ. FT. | 13.3 |
| DOMINOS PIZZA | 5.5 PER 1000 SQ. FT. | 7.3 |
| BEST HAIR CUTS AND SKIN CARE | 1 PER 150 SQ. FT. | 8.2 |
| AUDIO WAVES | 4 PER SERVICE BAY | 4.0 |
| TOTAL: | | 47.7 |

PARKING REQUIRED: 48
PARKING CAPACITY: 52
SURPLUS (PARKING CAPACITY - PARKING DEMAND) 4

CONDITIONAL USE PERMIT APPLICATION NUMBER -

## 5 - PLUMBING FIXTURE CALC

PROPOSED OCCUPANCY GROUP: M OCCUPANCY
GROSS SF: 2,275 SF

PLUMBING OCCUPANT LOAD FACTOR (TABLE A OF 2019 CPC CHAPTER 4)
GROUP M: 1/200
PLUMBING OCCUPANT LOAD: 2,275 / 200 = 12 OCCUPANTS

NUMBER OF FACILITIES
REQUIRED: 1 RESTROOM, GENDER NEUTRAL (2019 CPC SECTION 422.2 EXCEPTION 3)
PROVIDED: 1 RESTROOM, GENDER NEUTRAL

# PROJECT DIRECTORY

APPLICANT:
BLOOMSTONE
3 CORPORATE PARK
IRVINE, CA. 92606
PHONE: (714) 310-9023
E-MAIL: macy@bloomsbroneco.com
ATTN: MACY NEWELL

ARCHITECT:
HESTIA ATELIER, LLP
555 ANTON BLVD. SUITE 150
COSTA MESA, CA. 92626
Phone: (949) 230-6006
E-Mail: hide.iwagami@hestiaAtelier.com
ATTN: HIDE IWAGAMI

STRUCTURAL/ MECHANICAL / PLUMBING / ELECTRICAL:
MCCLOY ENGINEERING
2057 EAST 10140 SOUTH
SANDY, UT 84092
Phone: (801) 230-8103
ATTN: JAXON MCCLOY

DESIGNER:
CINN STUDIO
18426 BROOKHURST ST.
FOUNTAIN VALLEY, CA 92708
Phone: (714) 234-6083
ATTN: CINDY LAM

# SHEET INDEX

| | SHEET TITLE | PLAN CHECK |
|---|---|---|
| **ARCHITECTURAL** | | |
| T1.0 | TITLE SHEET | |
| A1.0 | SITE PLAN | |
| A1.1 | RADIUS MAP (100') | |
| A1.2 | RADIUS MAP (600') | |
| A1.3 | PHOTOMETRIC PLAN | |
| A2.0 | FLOOR PLAN | |
| A2.1 | FIRE PROTECTION PLAN | |
| A3.0 | ROOF PLAN | |
| A4.0 | EXTERIOR ELEVATIONS | |
| A5.0 | AERIAL & SITE PHOTOS | |

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LICENSED ARCHITECT
C-34970
REN. 09/30/21
STATE OF CALIFORNIA

Consultant

CULTURE CANNABIS CLUB OF WILDOMAR
33980 MISSION TRAIL SUITE A & B
WILDOMAR, CA 92595

TITLE SHEET

Project Number:
Plan Check Number:
2021-06-09 CUP SUBMITTAL

SHEET
T1.0

PRELIMINARY - NOT FOR CONSTRUCTION

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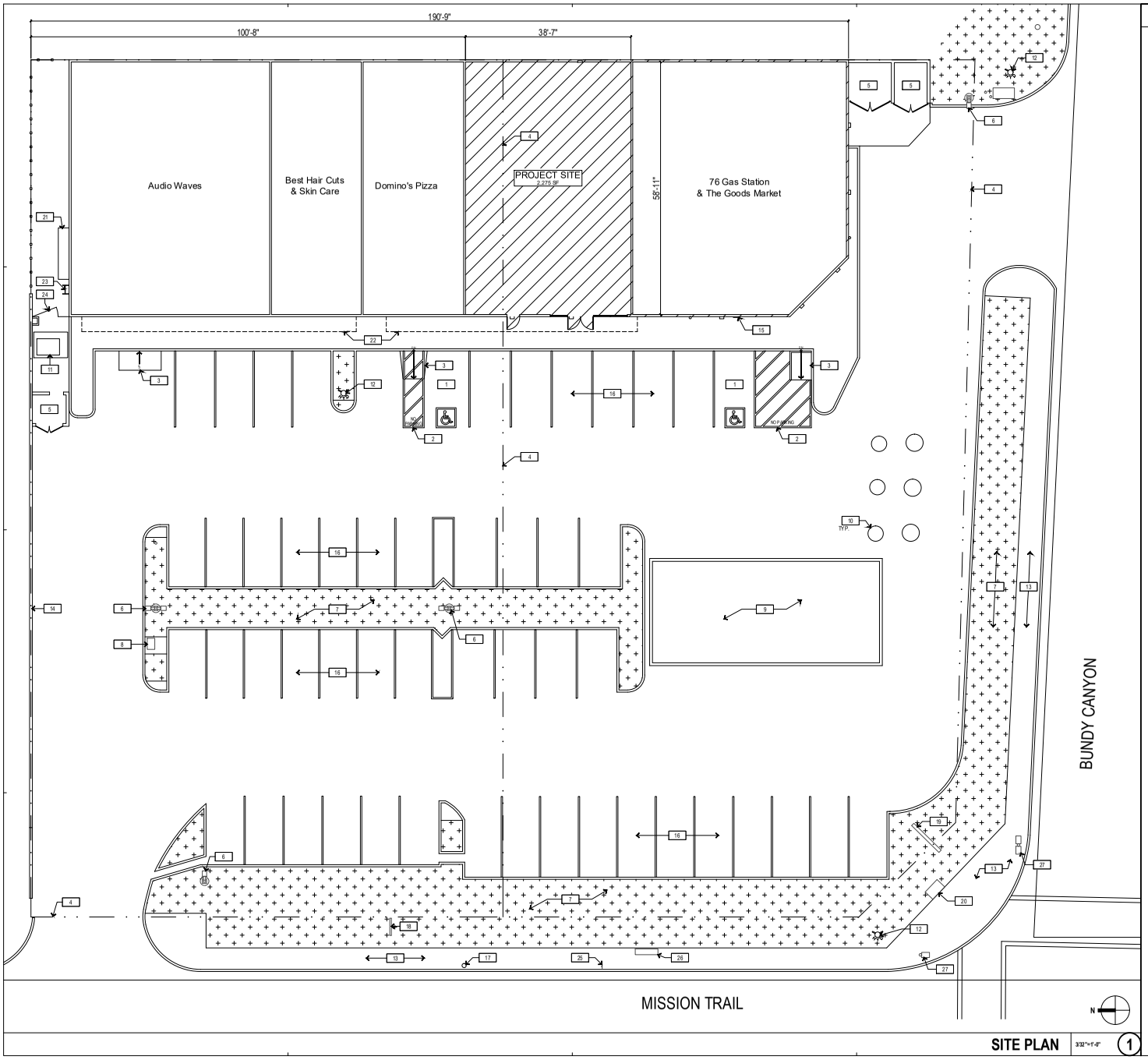


SITE PLAN 3/32"=1'-0" (1)

## KEYNOTES

1. EXISTING ACCESSIBLE PARKING
2. EXISTING ACCESSIBLE LOADING AREA
3. EXISTING CURB RAMP
4. PROPERTY LINE
5. EXISTING TRASH ENCLOSURE
6. EXISTING PARKING LIGHT
7. EXISTING LANDSCAPING
8. EXISTING MAILBOX CABINET
9. EXISTING GAS STATION CANOPY STRUCTURE
10. EXISTING GAS STATION MANHOLE
11. EXISTING TRANSFORMER BOX
12. EXISTING FIRE HYDRANT
13. EXISTING SIDEWALK
14. EXISTING CMU SITE WALL
15. EXISTING ACCESSIBLE PARKING SIGNAGE
16. EXISTING PARKING
17. EXISTING POWER POLE
18. EXISTING TENANT SIGNAGE
19. EXISTING GAS STATION SIGNAGE
20. EXISTING TRAFFIC SIGNAL CABINET
21. EXISTING SWITCHBOARD CABINET
22. EXISTING AWNING STRUCTURE ABOVE
23. EXISTING ROOF ACCESS LADDER
24. EXISTING ACCESS GATE
25. EXISTING BUS STOP SIGN
26. EXISTING BUS STOP BENCH
27. EXISTING STREET TRAFFIC LIGHTS

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135

SITE PLAN

Project Number:
Plan Check Number:
2021-06-09 CUP SUBMITTAL

SHEET
A1.0

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## SEPARATION REQUIREMENTS

SECTION 17.315.070 REQUIRES THE FOLLOWING SEPARATION.

MIN. 100 FEET: TO ANY RESIDENTIAL USE AS DEFINED IN CHAPTER 17.315.070 OF THE WMC.




100-FOOT RADIUS MAP 1"=20'-0" (1)


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Consultant

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100- FOOT RADIUS MAP

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Plan Check Number:

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|---|---|
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SHEET
A1.1

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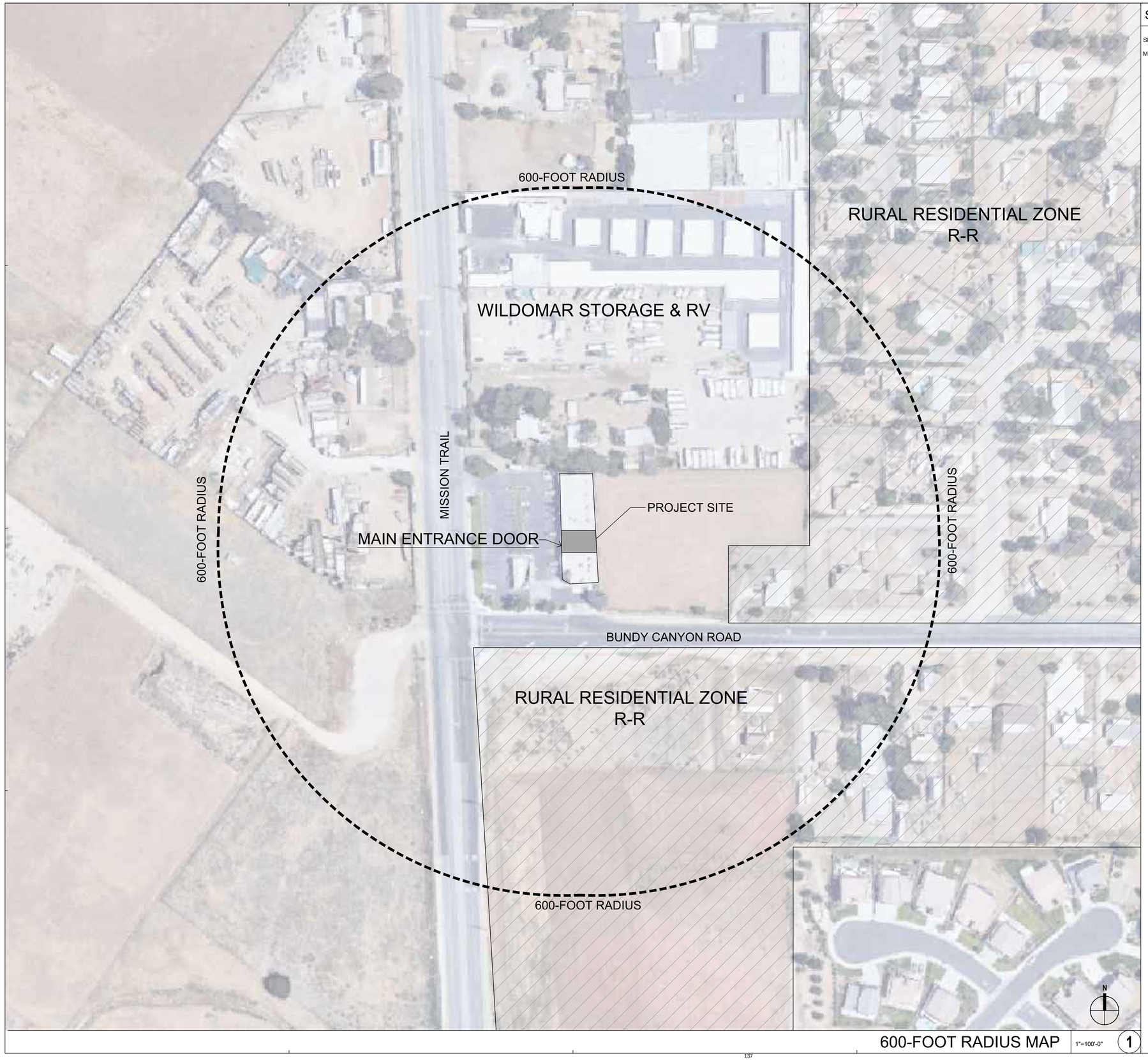


600-FOOT RADIUS MAP 1"=100'-0" 1

## SEPARATION REQUIREMENTS

SECTION 17.315.070 REQUIRES THE FOLLOWING SEPARATION.

MIN. 600 FEET: TO ANY PUBLIC/PRIVATE SCHOOL, COMMERCIAL DAY CARE CENTER, PARKS AND/OR YOUTH CENTERS AS DEFINED IN CHAPTER 17.315.070 OF THE WMC.

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600-FOOT RADIUS MAP

Project Number:
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A1.2

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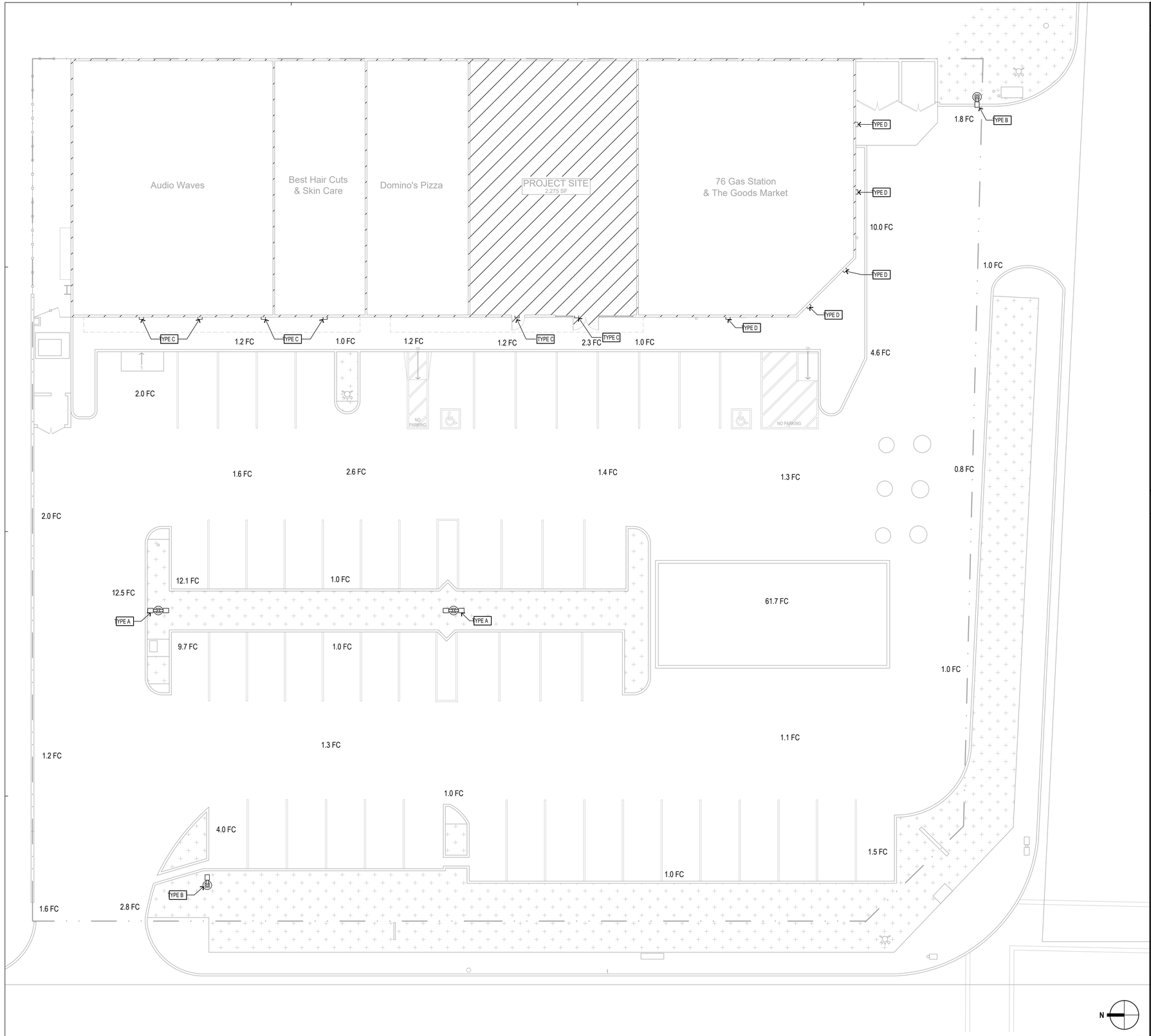
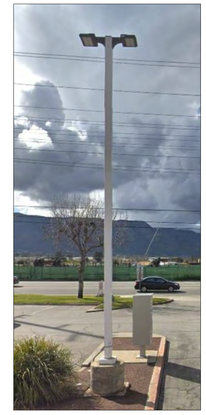



N

**PHOTMETRIC PLAN** 3/32"=1'-0" (1)

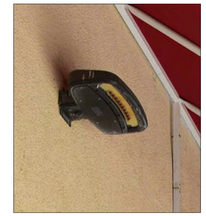
## EXISTING LIGHTING TYPE LEGEND



LIGHTING TYPE A



LIGHTING TYPE B

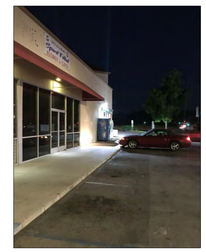


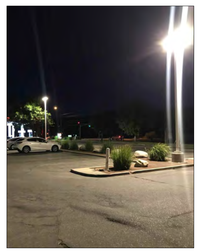
LIGHTING TYPE C

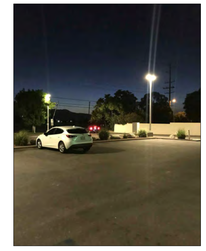


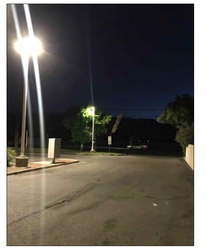
LIGHTING TYPE D

## NIGHT PHOTOS









DESIGN, ARCHITECTURE
HESTIA ATELIER
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Seal

LICENSED ARCHITECT
RICHARD I. HESTIA
C-34970
REN. 09/30/21
STATE OF CALIFORNIA

Consultant

CULTURE CANNABIS CLUB OF WILDOMAR
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PHOTOMETRIC PLAN

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A1.3

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## LEGEND

- SECURITY CAMERA — 16 PROPOSED
- FISH-EYE SECURITY CAMERA — 3 PROPOSED
- MOTION SENSOR — 6 PROPOSED
- 180-DEGREE MOTION SENSOR — 4 PROPOSED

## KEYNOTES

1. ALARM CONTACTS
2. HOLD UP DEVICE (PANIC BUTTON)
3. ALARM CONTROL PANEL
4. EMERGENCY LIGHTING
5. MAGNETIC LOCK
6. FOB LOCK

## LEGEND

- EXISTING EXTERIOR WALL
- NEW NON-BEARING WALL
- EXISTING DEMISING WALL
- NEW EXTERIOR WALL

## KEYNOTES

1. EXISTING STOREFRONT DOOR TO REMAIN
2. EXISTING STOREFRONT MULLIONS AND GLAZING TO REMAIN
3. PROPOSED STOREFRONT CMU WALL
4. EXISTING ELECTRICAL PANEL TO REMAIN
5. EXISTING DEMISING WALL TO REMAIN
6. PROPOSED NEW EXTERIOR DOOR
7. CAN-FAN Q MAX 6: 400 CFM MAX SET TO 271 CFM (SPEED 3)
8. CAN-FAN Q MAX 6: 400 CFM MAX SET TO 400 CFM (SPEED 1)
9. CAN-FAN LITE FILTER MINI 6"X 16" 420 CFM
10. OPEN GRILL (TITUS 50F OR EQUAL)

## ORDER CONTROL CALCULATOR

**Air Changes Customer Sales Floor**

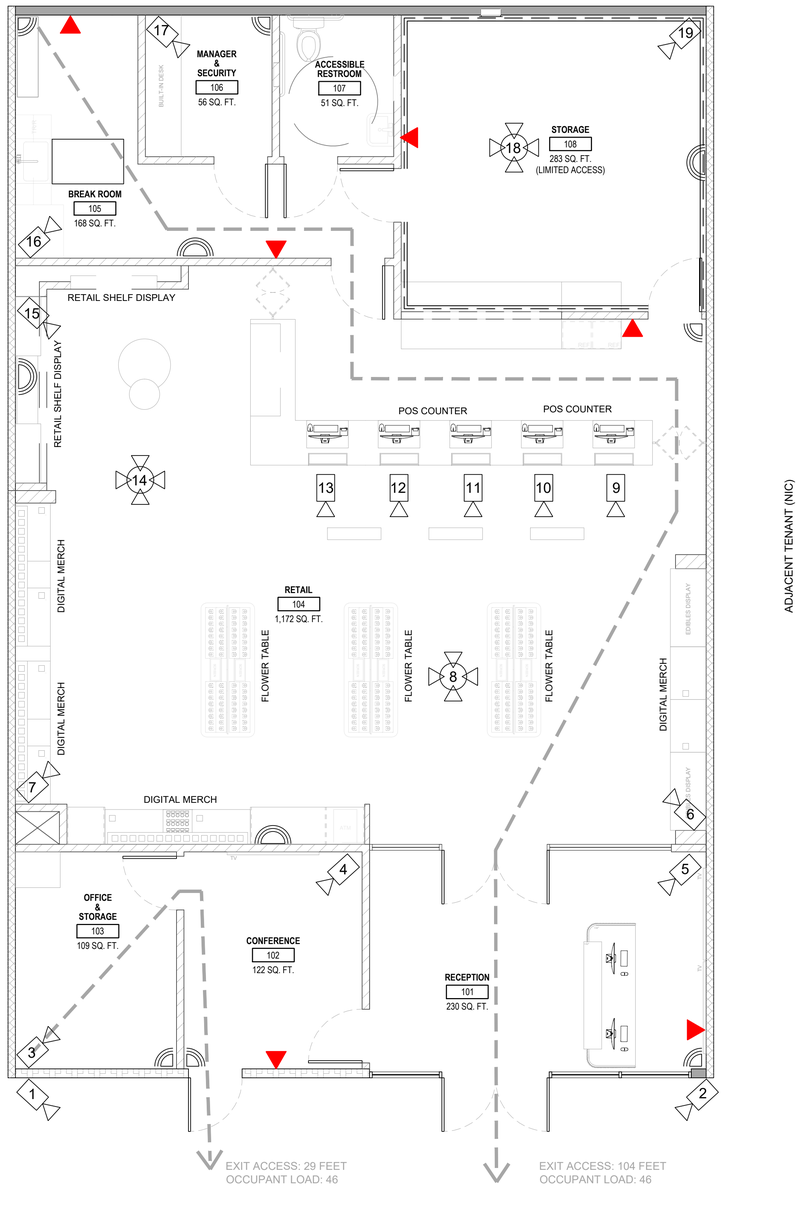
| | | | | | |
|---|---|---|---|---|---|
| Room Area | 1172 | FT2 | | | |
| Height | 12 | FT | CFM Proposed | 400 | CFM |
| Room Volume | 14064 | FT3 | Complete Room Change Over Every: | 35.2 | Minutes |

**Air Changes Reception**

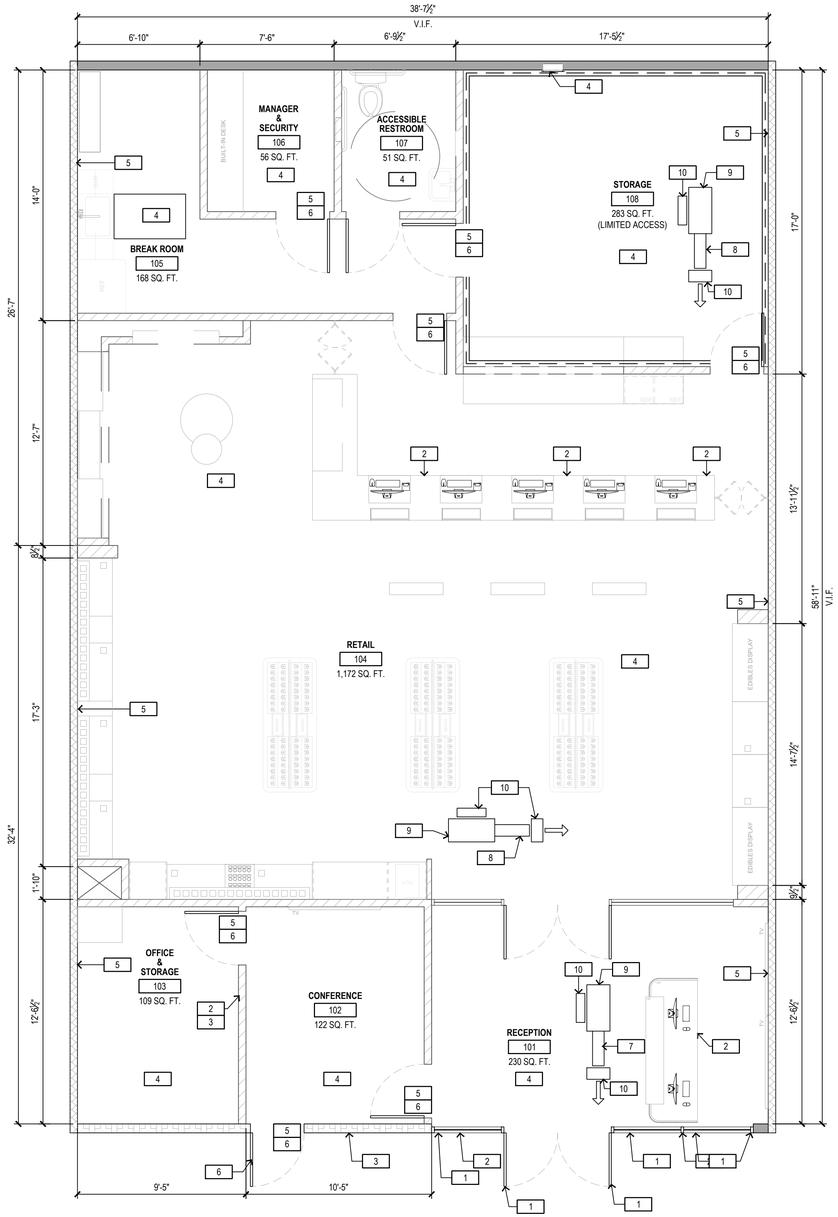
| | | | | | |
|---|---|---|---|---|---|
| Room Area | 230 | FT2 | | | |
| Height | 9.4 | FT | CFM Proposed | 271 | CFM |
| Room Volume | 2162 | FT3 | Complete Room Change Over Every: | 8.0 | Minutes |

**Air Changes Storage**

| | | | | | |
|---|---|---|---|---|---|
| Room Area | 108 | FT2 | | | |
| Height | 9.4 | FT | CFM Proposed | 400 | CFM |
| Room Volume | 1015.2 | FT3 | Complete Room Change Over Every: | 2.5 | Minutes |




PROPOSED SECURITY PLAN 1/4"=1'-0" (2)




PROPOSED FLOOR PLAN 1/4"=1'-0" (1)


HESTIA ATELIER
555 ANTON BLVD. SUITE 150
COSTA MESA, CA. 92626


Seal

LICENSED ARCHITECT — RICHARD I. HESTIA — C-34970 REN. 09/30/21 — STATE OF CALIFORNIA

Consultant

# CULTURE CANNABIS CLUB OF WILDOMAR

33980 MISSION TRAIL SUITE A & B
WILDOMAR, CA 92595

## PROPOSED FLOOR PLAN & SECURITY PLAN

Project Number:
Plan Check Number:

| | |
|---|---|
| 2021-06-09 | CUP SUBMITTAL |

SHEET

A2.0

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# GENERAL NOTES

A. THIS DESIGN & INSTALLATION REFLECTS N.F.P.A. 13, 2016 ED. AND THE RIVERSIDE COUNTY FIRE DEPARTMENT AMENDMENTS

1. THIS DRAWING SHOWS THE LAY-OUT OF THE SYSTEM AND INDICATES THE APPROXIMATE LOCATION OF EQUIPMENT AND PIPING. THE PIPING IS TO BE INSTALLED IN APPROXIMATELY THE AREA AS INDICATED ON THE DRAWINGS. HOWEVER, THE CONTRACTOR SHALL BE RESPONSABLE FOR ANY MODIFICATIONS AS MAY BE REQUIRED TO SUIT STRUCTURAL OR JOB CONDITIONS. CONTRACTOR SHALL FURNISH ALL OFFSETS, ADDITIONAL FITTINGS, PIPE ADJUSMENTS ETC., AS MAY BE REQUIRED TO MEET INSTALLATION CONDITIONS.
2. ONLY UL APPROVED AND NFPA LISTED EQUIPMENT SHALL BE USED.
3. THE CONTRACTOR IS TO REVIEW AND VERIFY ALL FIELD CONDITIONS, MEASUREMENTS, PLANS AND STOCK LISTS,
4. PENETRATIONS THROUGH FIRE RATED PARTITIONS TO BE SEALED TO MAINTAIN THE INTEGRITY OF THE PARTITION.
5. CONTRACTOR IS TO PERFORM AND MEET ALL CODE REQUIRED TESTS, AND FILE A MATERIAL AND TEST CERTIFICATE PER NFPA #13 .
6. HYDRAULIC PLACARD TO BE PROVIDED AT THE BASE OF THE RISER ON CALCULATED SYSTEMS.
7. ALL HEADS SUBJECT TO MECHANICAL DAMAGE TO BE PROVIDED WITH HEAD GUARDS.
8. CONTRACTOR IS TO REPORT CONDITIONS REQUIRING CHANGES FROM PLANS TO THE ENGINEER PRIOR TO STARTING WORK.
9. SPRINKLER HEAD TEMPERATURE RATINGS TO BE IN ACCORDANCE WITH NFPA 13 OR OTHER GOVERNING CODE.
10. HANGERS ARE TO BE IN ACCORDANCE WITH NFPA 13. EARTHQUAKE BRACING TO BE PROVIDED WHERE REQUIRED.
11. FLUSHING CONNECTIONS TO BE PROVIDED AT THE ENDS OF CROSSMAINS.
12. AUXILIARY DRAINS TO BE PROVIDED WHERE REQUIRED TO DRAIN ALL PORTIONS OF THE SYSTEM.
13. RELIEF VALVES ARE TO BE PROVIDED ON GRIDDED SYSTEMS.
14. ALL WORK SHALL BE APPROVED BY AUTHORITIES HAVING JURISDICTION.
15. SPARE HEAD CABINET WITH REQUIRED # OF HEADS PER NFPA 2002, AND WRENCH, TO BE PROVIDED.

ALL PIPING 1" TO BE SCH 40 STEEL WITH THREADED ENDS.

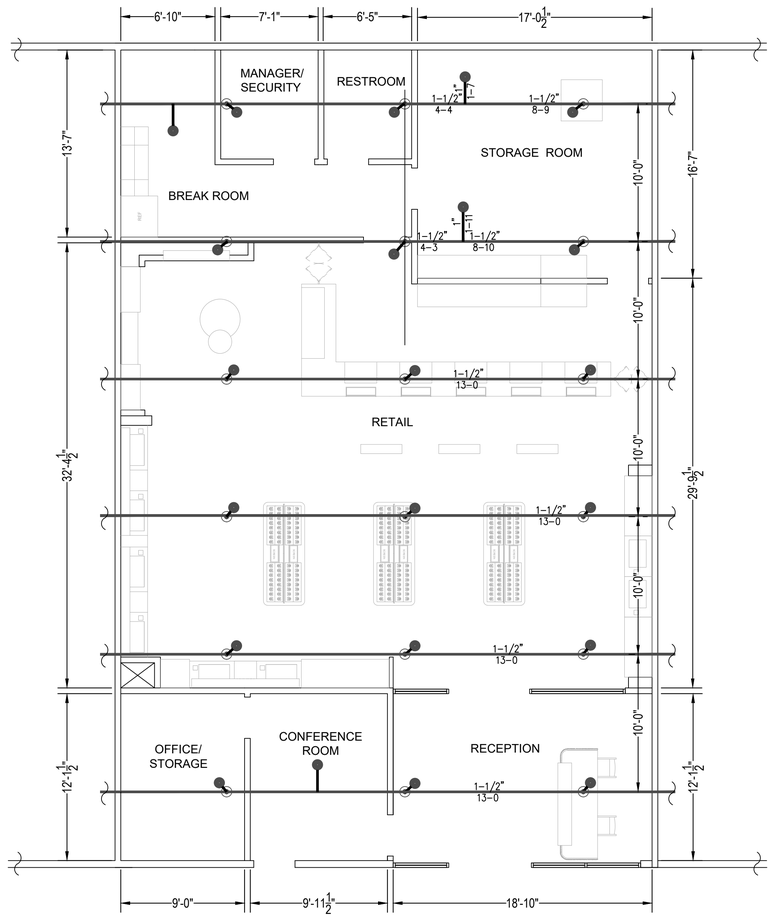
NOTES TO THE OWNER

A) THE SPRINKLER SYSTEM MUST BE MAINTAINED AND TESTED REGULARLY BY YOU OR YOUR AGENTS IN ACCORDANCE WITH NFPA REQUIREMENTS.

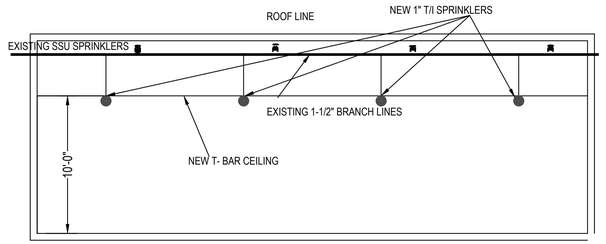
B) YOU MUST MAINTAIN SUFFICIENT HEAT THROUGHOUT THE PREMISES TO PREVENT SYSTEM FREEZING.

C) YOU SHALL INFORM TENANTS OF PROPER CARE NECESSARY TO MAINTAIN THE SYSTEM.

D) IF THE CONSTRUCTION OR OCCUPANCY IS ALTERED IN ANY WAY, THE SYSTEM WILL HAVE TO BE UPDATED ACCORDINGLY.



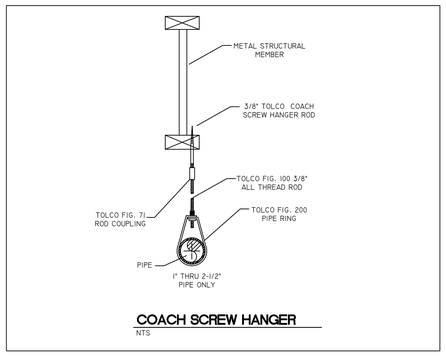

FLOOR PLAN



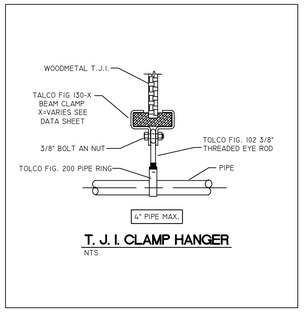

SECTION

PLAN CHECK NOTES
ALL EXISTING SSU COVERAGE TO REMAIN
ALL NEW PIPING TO BE 1" SCH. 40 THREADED
ALL HANGER SPACING TO BE PER NFPA 13, 2016 EDITION

ALL(14) NEW SPRINKLERS TO BE TYCO TY-FRB 5.6K 155 DEG. 1/2 "



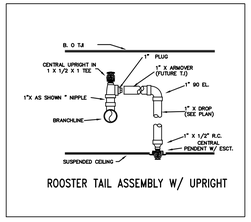

COACH SCREW HANGER
NTS



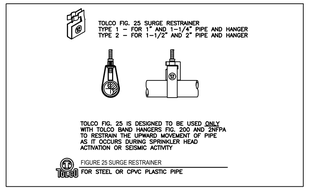

T. J. I. CLAMP HANGER
NTS

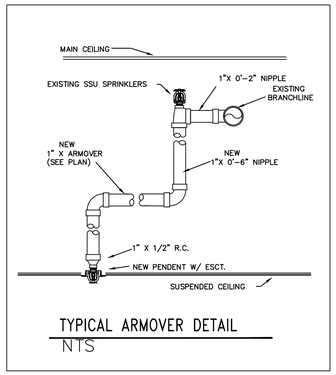
EXISTING TYCO TYFRB 200 DEG. SSU 1/2" 5.6 K
NEW TYCO TYFRB 155 DEG. SSP 1/2" 5.6 K
EXISTING 1-1/2" BRANCH LINES
NEW T/I ARMOVERS

LEGEND

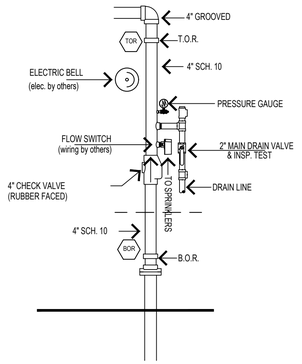



ROOSTER TAIL ASSEMBLY W/ UPRIGHT




TYPICAL ARMOVER DETAIL
NTS





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STATE OF CALIFORNIA

Consultant

DESIGN AND INSTALLATION BY: N.D.F.P
CA LICENSE: #682276

NICHOLAS DOMNICK FIRE PROTECTION
16224 SPACE DRIVE
MORENO VALLEY, CA
(951) 807-1347 (951) 242-7687 FAX

CULTURE CANNABIS CLUB OF WILDOMAR
33980 MISSION TRAIL SUITE A & B
WILDOMAR, CA 92595

FIRE PROTECTION PLAN

Project Number:
Plan Check Number:

| | |
|---|---|
| 2021-06-09 | CUP SUBMITTAL |

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SHEET
A2.2

FIRE PROTECTION PLAN NTS 1

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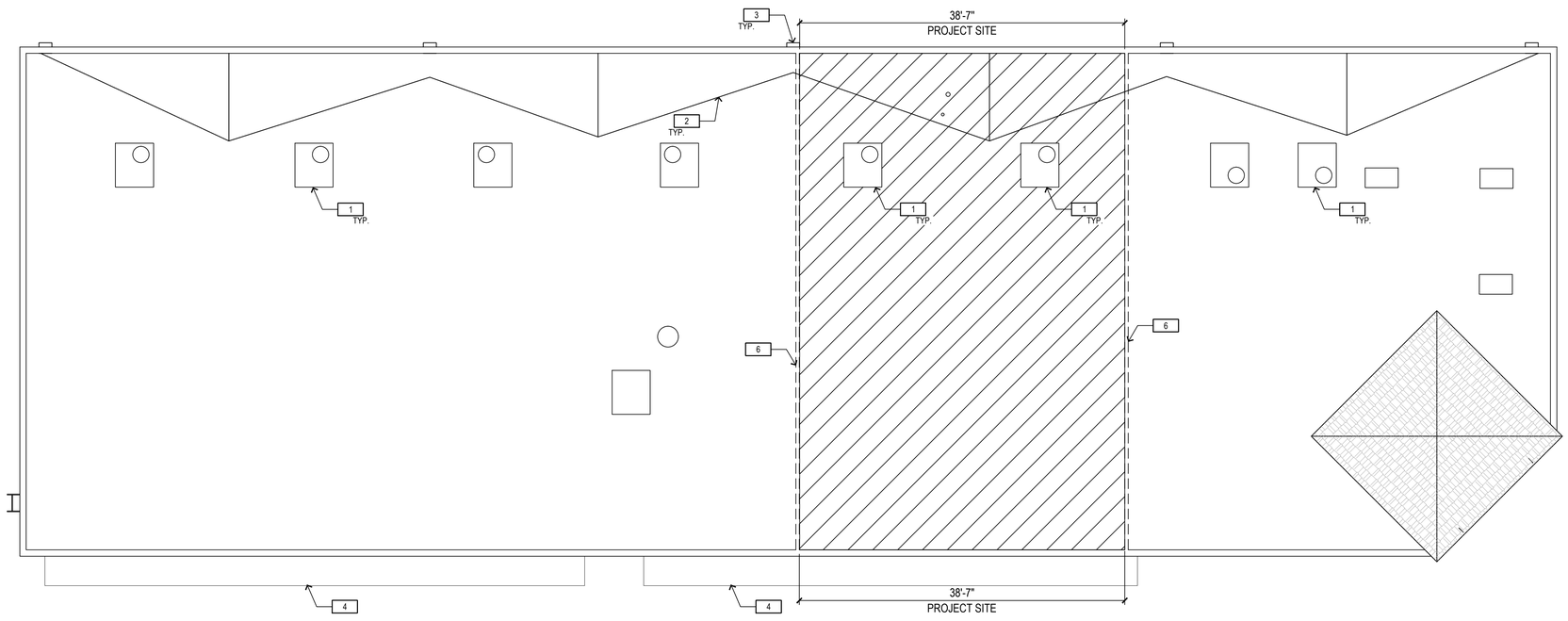
## KEYNOTES

1. EXISTING ROOFTOP UNIT
2. EXISTING CRICKET
3. EXISTING ROOF DRAIN
4. EXISTING AWNING STRUCTURE
5. EXISTING ROOF ACCESS LADDER
6. EXISTING DEMISING WALL BELOW




N

**EXISTING ROOF PLAN** 1/8"=1'-0" (1)


HESTIA ATELIER DESIGN, ARCHITECTURE

555 ANTON BLVD. SUITE 150
COSTA MESA, CA. 92626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STATE OF CALIFORNIA

Consultant

# CULTURE CANNABIS CLUB OF WILDOMAR

33980 MISSION TRAIL SUITE A & B
WILDOMAR, CA 92595

## EXISTING ROOF PLAN

Project Number:
Plan Check Number:

| | |
|---|---|
| 2021-06-09 | CUP SUBMITTAL |

PRELIMINARY - NOT FOR CONSTRUCTION

SHEET
**A3.0**

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sheet plotted: Jun/09/2021 by Raquel Hernandez
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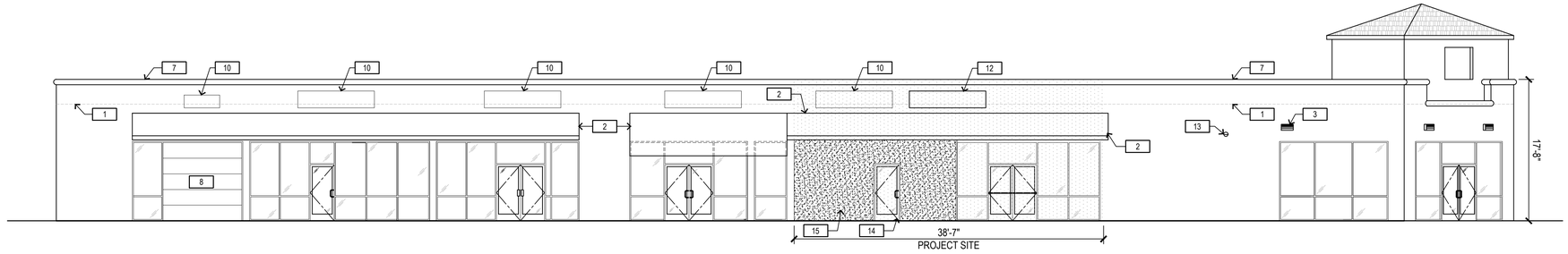
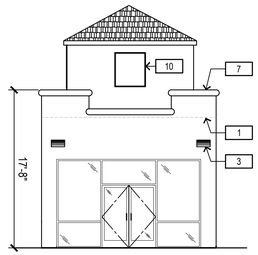
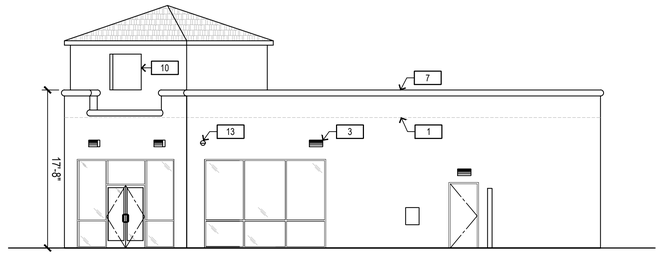


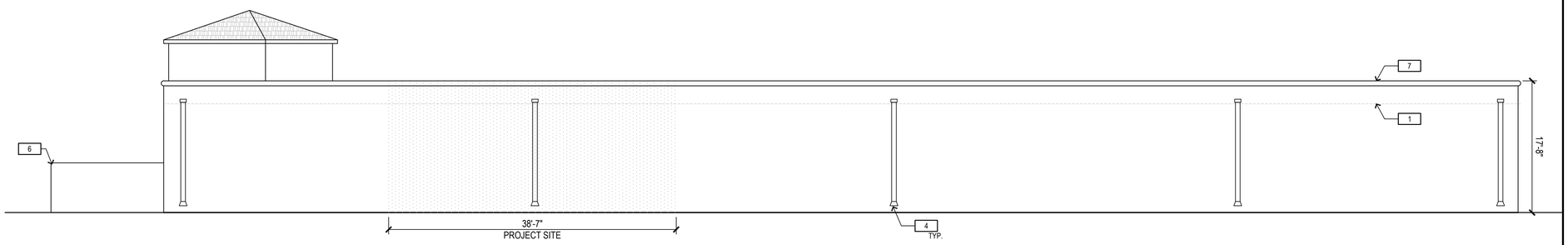

**WEST ELEVATION** 1/8"=1'-0" (5)



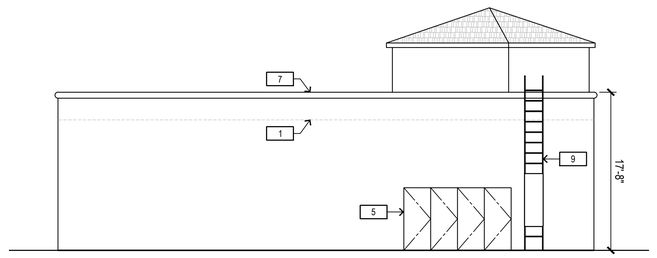

**SOUTH WEST ELEVATION** 1/8"=1'-0" (4)




**SOUTH ELEVATION** 1/8"=1'-0" (3)




**EAST ELEVATION** 1/8"=1'-0" (2)




**NORTH ELEVATION** 1/8"=1'-0" (1)

## KEYNOTES

| | |
|---|---|
| 1 | EXISTING ROOFTOP LINE |
| 2 | EXISTING AWNING |
| 3 | EXISTING SECURITY LIGHT |
| 4 | EXISTING ROOF DRAIN |
| 5 | EXISTING ELECTRICAL EQUIPMENT |
| 6 | EXISTING TRASH ENCLOSURE FENCE |
| 7 | EXISTING ROOF PARAPET |
| 8 | EXISTING OVERHEAD GARAGE DOOR |
| 9 | EXISTING ROOF ACCESS LADDER |
| 10 | EXISTING SIGNAGE |
| 11 | NOT IN USE |
| 12 | PROPOSED SIGNAGE |
| 13 | EXISTING SECURITY CAMERA |
| 14 | PROPOSED NEW DOOR |
| 15 | PROPOSED EXTERIOR STUCCO WALL |


HESTIA ATELIER
555 ANTON BLVD. SUITE 150
COSTA MESA, CA. 92626


Seal

LICENSED ARCHITECT
RICHARD I. HESTIA
C-34970
REN. 09/30/21
STATE OF CALIFORNIA

Consultant

# CULTURE CANNABIS CLUB OF WILDOMAR

33980 MISSION TRAIL SUITE A & B
WILDOMAR, CA 92595

## EXTERIOR ELEVATIONS

Project Number:
Plan Check Number:

| | |
|---|---|
| 2021-06-09 | CUP SUBMITTAL |

SHEET
A4.0

PRELIMINARY - NOT FOR CONSTRUCTION

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PHOTO 4



PHOTO 3




PHOTO 2




PHOTO 1




AERIAL & SITE PHOTOS NTS (1)

REGEN. ARCHITECTURE
HESTIA ATELIER
555 ANTON BLVD. SUITE 150
COSTA MESA, CA. 92626

Seal

LICENSED ARCHITECT
RICHARD I. WEISS
C-34970
REN. 09/30/21
STATE OF CALIFORNIA

Consultant

CULTURE CANNABIS CLUB OF WILDOMAR
33980 MISSION TRAIL SUITE A & B
WILDOMAR, CA 92595

AERIAL & SITE PHOTOS

Project Number:
Plan Check Number:

| | |
|---|---|
| 2021-06-09 | CUP SUBMITTAL |

PRELIMINARY - NOT FOR CONSTRUCTION

SHEET
A5.0

dwg last saved: Jun/10/2021 11:30 AM by: Raquel Hernandez
sheet plotted: 6/10/2021 11:30:38 AM
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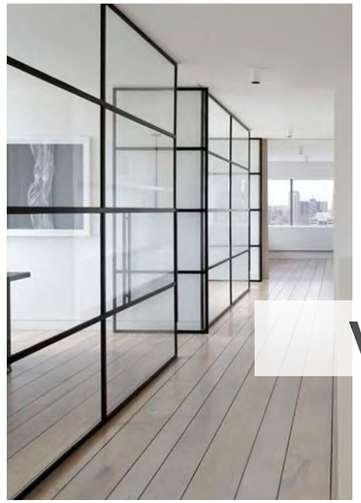
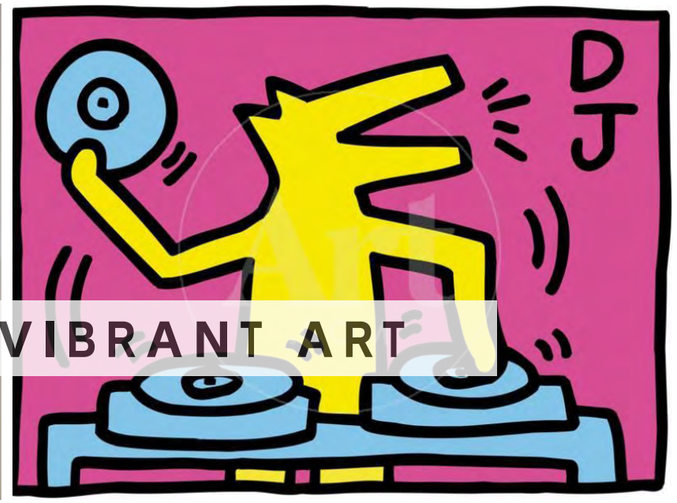
# CONCEPT

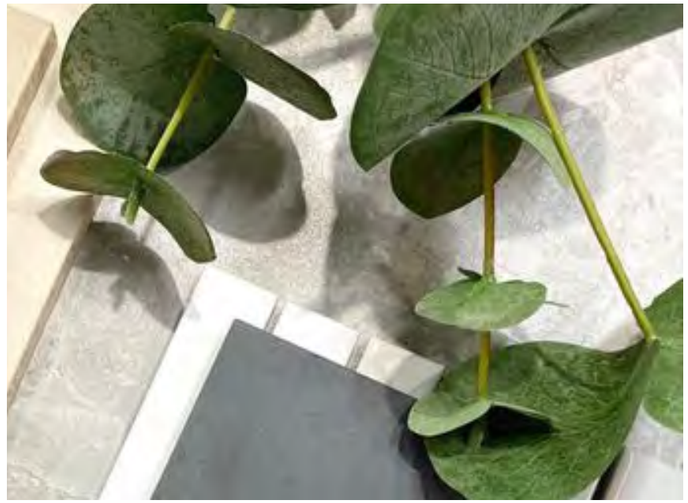
Culture Cannabis embodies a fresh, energetic spirit and a casual, relaxed environment. Thoughtfully curated merchandising paired with sophisticated technology promotes a seamless shopping experience. Wood casework and textured finishes create a modern yet approachable and warm space. Prominent and unique edibles and Culture brand displays attract customers and add visual interest.






VIBRANT ART







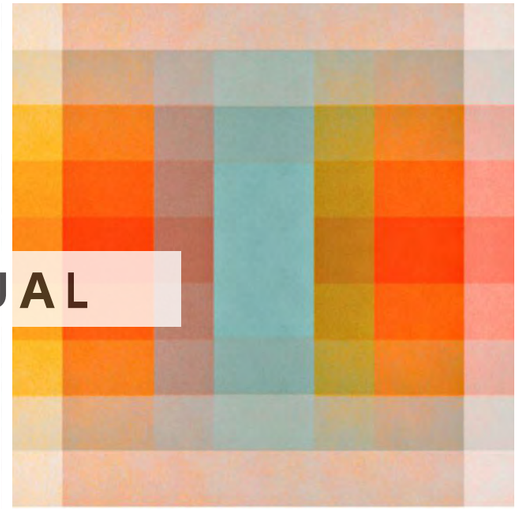


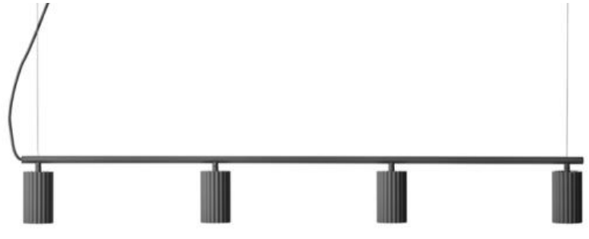
APPROACHABLE

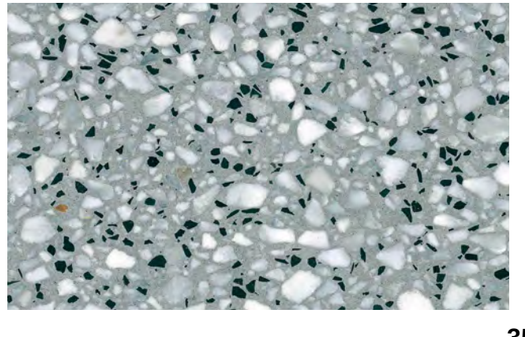





CASUAL







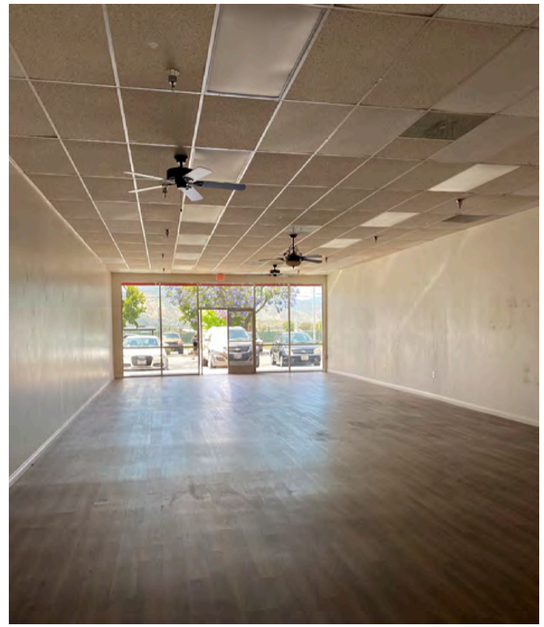
# SITE PHOTOS













360

# PALETTE

## FLOORING



Vendor: Cesar Ceramiche
SKU: Materica
Color: Antracite
Grout: Mapei Charcoal 47

## PAINT



Vendor: Dunn Edwards
Color: Fossil
Location: Throughout



Vendor: Dunn Edwards
Color: Long Lake
Location: Unisex RR & Retail Niches

## CASEWORK



Vendor: Wilsonart
SKU: Premium Laminate
Color: Fawn Cypress 8208K-16
Location: Casework base/lower cabinets



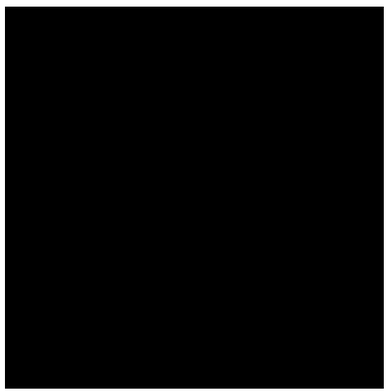
Vendor: Corian
Color: Cameo White
Location: Countertop

## WALL FINISH



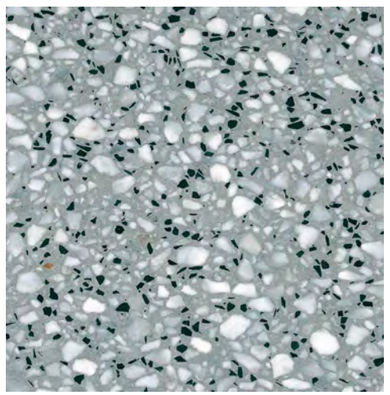
Vendor: Spec Ceramics
SKU: Inax Yohen Border
Color: White
Grout: Mapei Warm Grey 93

## RECEPTION BASE FINISH



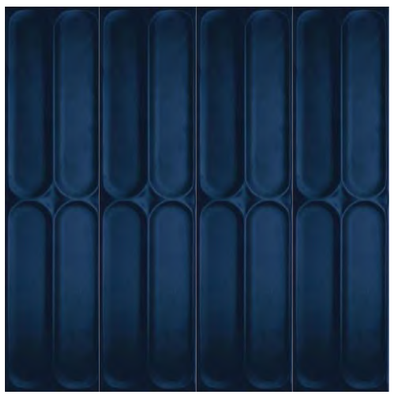
Vendor: Formica
SKU: ColorCore 2 Laminate
Color: 909C-AN Black
Location: Shelving/Accent Detail

## RECEPTION/POS COUNTERTOPS



Vendor: Marmi Scala
SKU: Cement Marble
Color: GV025

## POS BASE FINISH



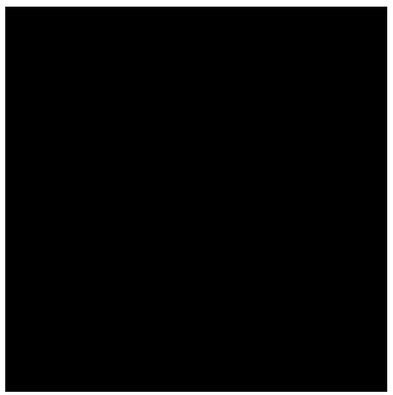
Vendor: Daltile
SKU: Keystone 2x2
Color: Matte Black Ebony
Grout: Mapei Black 10

## WALLCOVERING



Vendor: Wolf Gordon
SKU: Serra
Color: Concrete

## SHELVING/ACCENT DETAIL

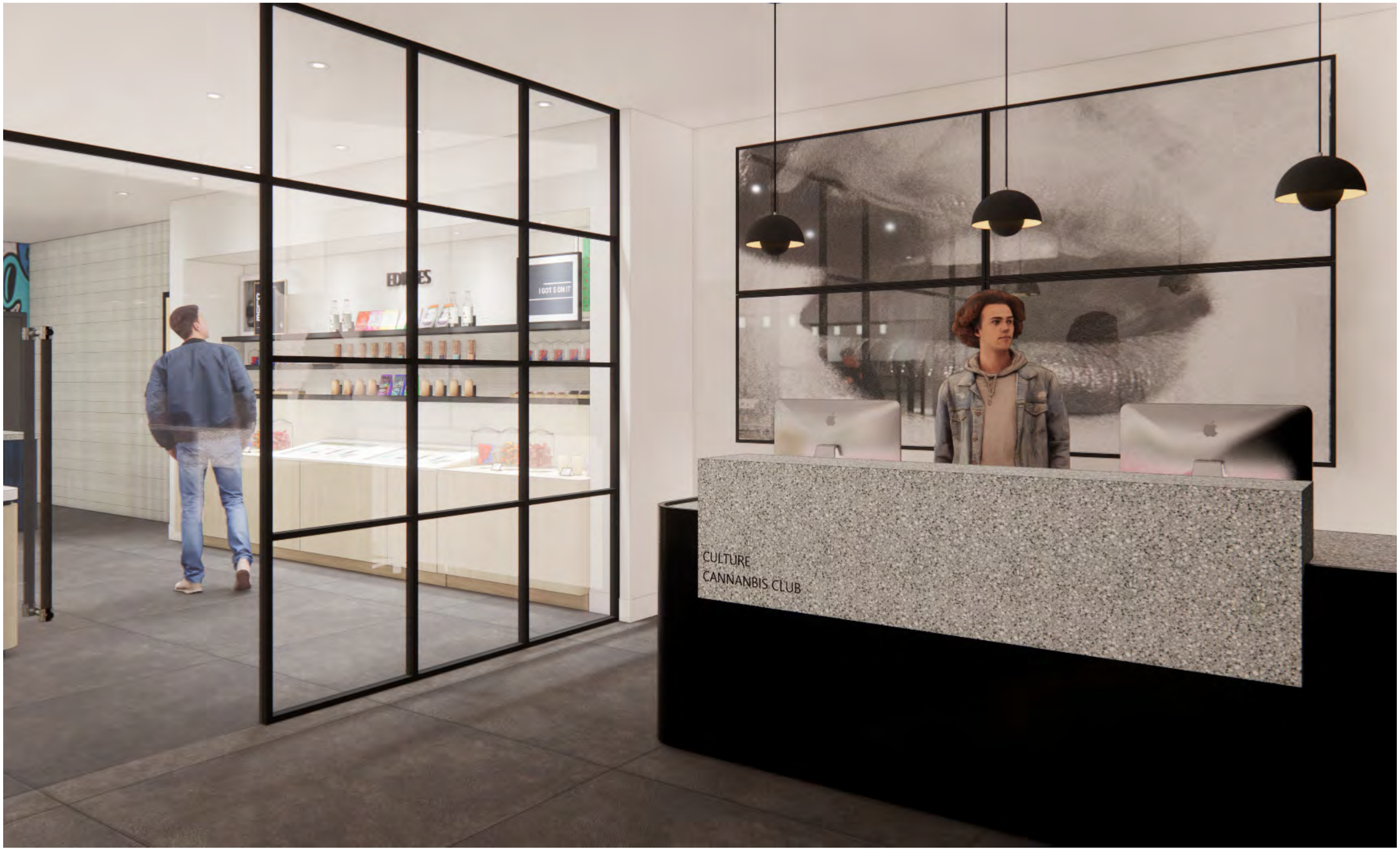


Vendor: Formica
SKU: ColorCore 2 Laminate
Color: 909C-AN Black
Location: Shelving/Accent Detail

# ISOMETRIC VIEW



# RECEPTION



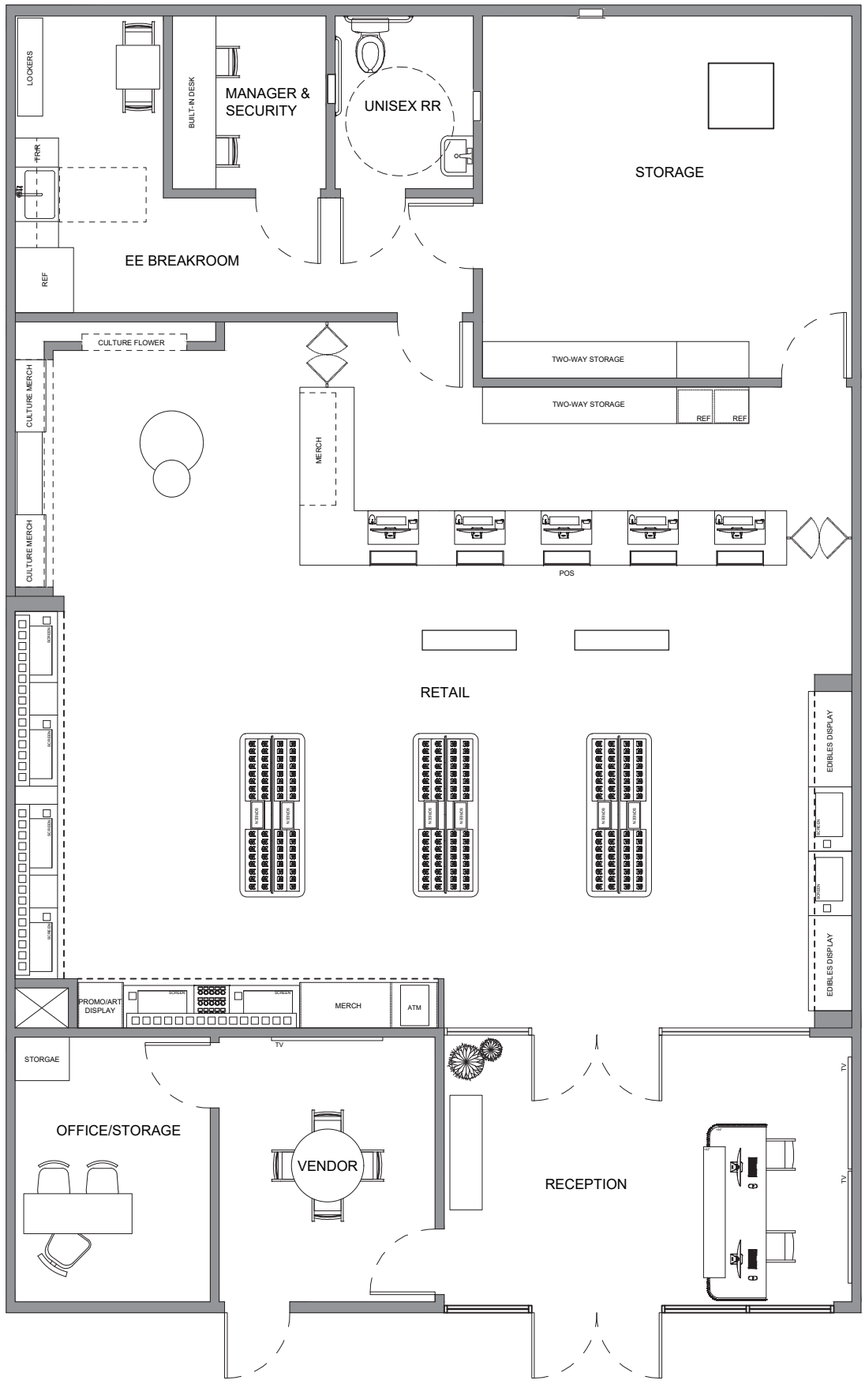
# RECEPTION




FLOWER
CULTURE
CANNABIS CLUB


TOPICALS/TINCTURES
CAPSULES
VAPES
CULTURE
FLOWER

# PROPOSED FLOOR PLAN



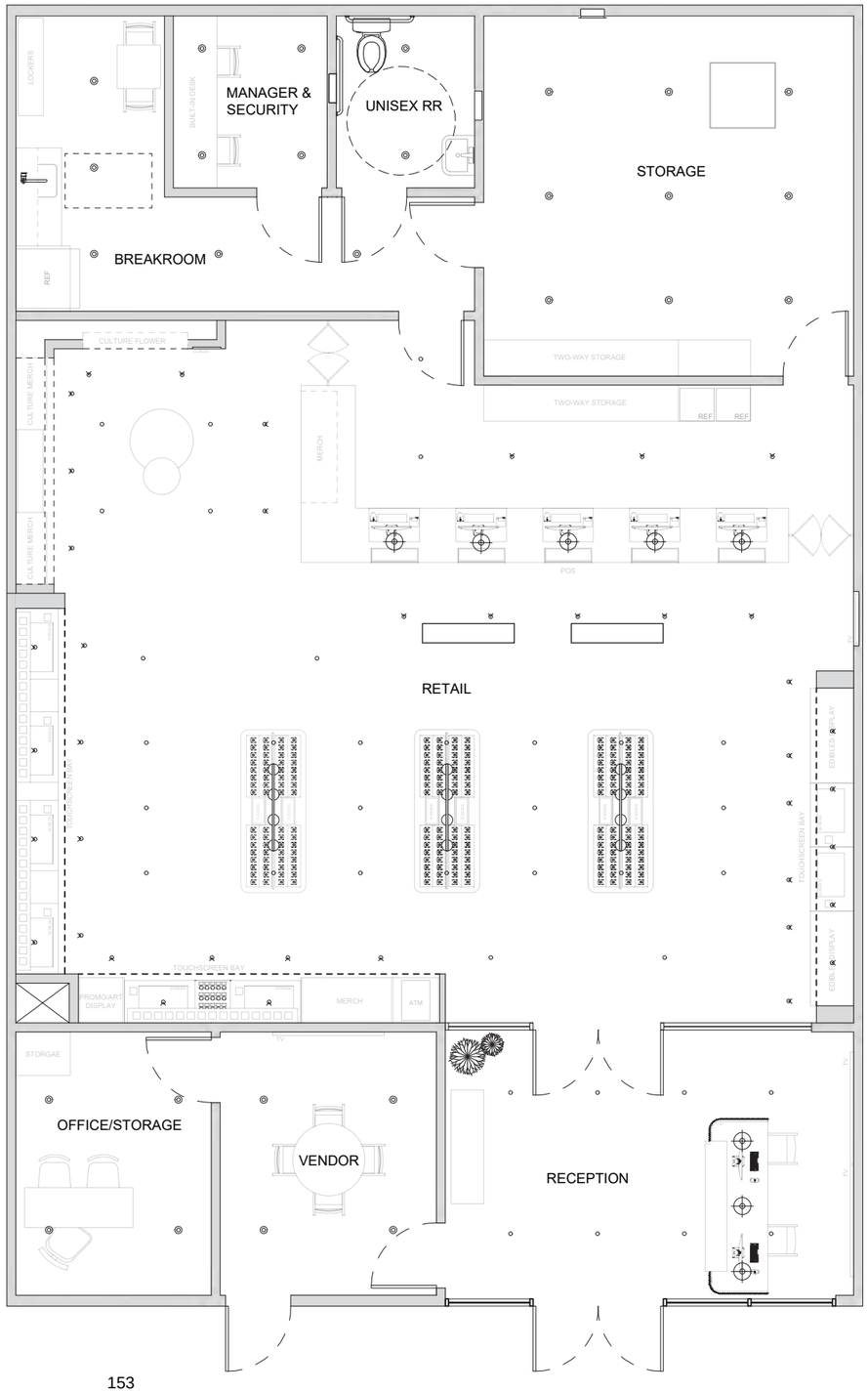
# PROPOSED RCP



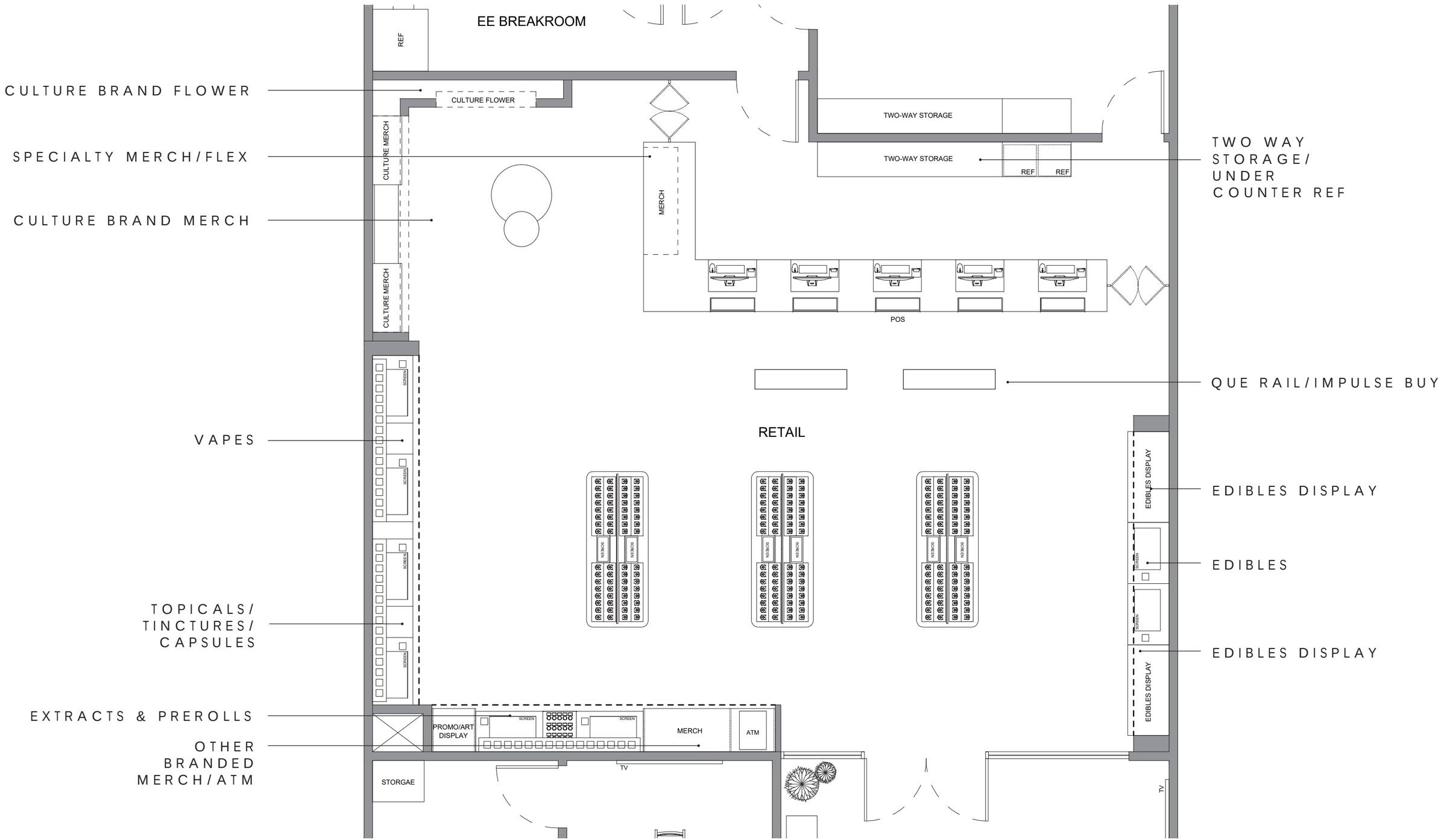
Location: Reception / POS
Vendor: &tradition
SKU: Flowerpot VP1 Mini Pendant
Color: Black

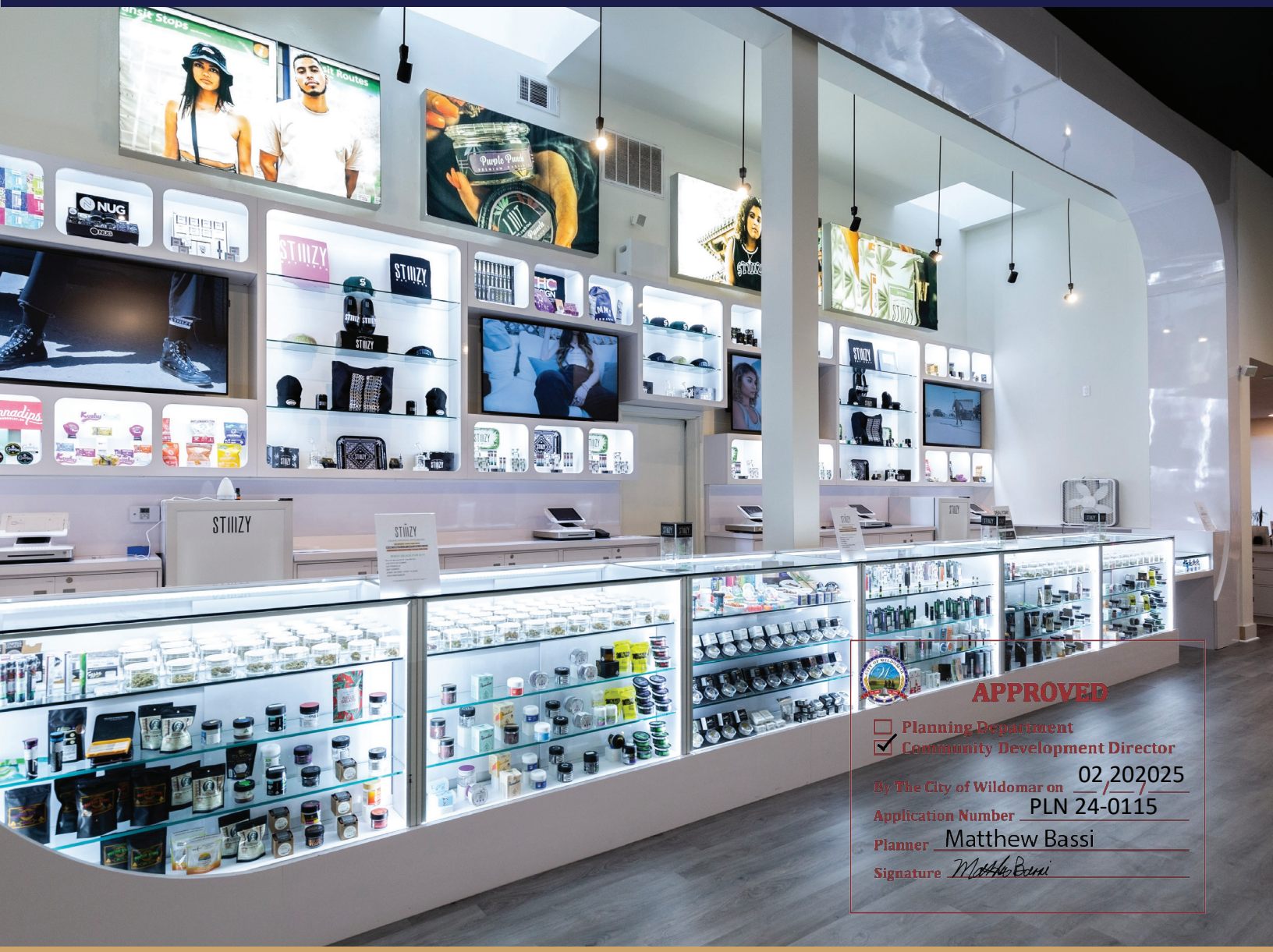


Location: Flower Tables
Vendor: Pholc
SKU: Donna Line Pendant 120
Color: Black



# ENLARGED FIXTURE PLAN






# STIIIZY Wildomar LLC dba STIIIZY Mission Trail

## Local Cannabis Application for Storefront Retail Store

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Outlook

**City of Wildomar**

**From** City of Wildomar <noreply@intellipay.com>
**Date** Wed 12/18/2024 12:57 PM
**To** Amy Gammon <amy.gammon@stiiizy.com>

# City of Wildomar

## Payment Receipt

STIIIZY Wildomar LLC dba STIIIZY Mission Trail
33980 Mission Trail
Ste #2
Wildomar CA 92595
9498873375
amy.gammon@stiiizy.com

Your bank account will be debited the amount of the payment.
***Please ensure there are sufficient funds available in your bank account to cover this amount.***

| | |
|---|---|
| Resident Account: | STIIIZY Wildomar LLC dba STIIIZY Mission Trail |
| Invoice: | C46569021 |
| **Payment Amount:** | **$43,750.00** |
| **Service Fee:** | **$1.50** |
| **Payment Total:** | **$43,751.50** |
| Payment Date: | 12/18/2024 |
| Bank Name: | |
| Bank Account: | Checking account ending in 624 |
| Reference Number | C46569021P81473701 |
| Comments: | Cannabis Local Application and CUP Fee for STIIIZY Wildomar LLC dba STIIIZY Mission Trail/ Tak Sato. Project Number PLN # 24-0015. Address- 33980 Mission Trail, Ste #2, Wildomar, CA. |
| Payment Origin: | Online Payment Terminal |
| Agent: | Online Payment Page |
| Merchant#: | M143 |

Planning Fees

| | |
|---|---|
| Project Name: | STIIIZY Wildomar LLC dba STIIIZY Mission Trail |
| Project Number: | 24-0015 |

Thank you,
City of Wildomar
Support: 951-677-7751
Email:

* The service fee is non-refundable.

# CANNABIS LOCAL LICENSE APPLICATION

**CITY OF WILDOMAR**
**Planning Department**
23873 Clinton Keith Road, Suite #201
Wildomar, CA 92595
Tel. (951) 677-7751 Fax. (951) 698-1463

For office use only.

**Planning Application Project Number**

# Cannabis Local License Application

## PROJECT INFORMATION:

Project Address/Assessor Parcel Number (include suite number if located in a multi-tenant building):
33980 Mission Trail, Ste A and B, Wildomar, CA 92595 / APN: 366-160-070

General Project Description (a detailed project description and letter of operations must be included as a separate attachment):

Operate a Commercial Cannabis Storefront Retailer in an existing approx. 10,441 sf multi-tenant building utilizing 2275 sf for the operation of the storefront.

| | | |
|---|---|---|
| * Is this Local License for a Commercial Retail Business/Operation? | ■ Yes | ☐ No |
| * Is this Local License for a Cultivation/Operation? | ☐ Yes | ☒ No |
| * Is this Local License for a Manufacturing Business/Operation? | ☐ Yes | ☒ No |
| * Is this Local License for a Distribution Business/Operation? | ☐ Yes | ■ No |
| * Is this Local License for a Testing Laboratory Business/Operation? | ☐ Yes | ☒ No |

| | Existing | Proposed (If applicable) |
|---|---|---|
| General Plan Designation: | CR | |
| Zoning Designation: | C-1/C-P | |

## APPLICANT CONTACT INFORMATION:

Name of Business Entity and Applicant Name:
STIIIZY Wildomar LLC dba STIIIZY Mission Trail / Tak Sato

Mailing Address:
2001 S. Alameda Street, Los Angeles, CA 90058

| Telephone: | Fax: | Email Address (required): |
|---|---|---|
| 310-488-5707 | N/A | tak.sato@stiiizy.com |

I hereby acknowledge that I am the applicant for this application and certify that all filing requirements have been satisfied for my application. I also acknowledge that any missing items may delay the processing of my application. Signature of Applicant must also be notarized by a Notary Public (see attachment).

| Applicant Name (Printed) | Signature of Applicant: | Date: |
|---|---|---|
| Tak Sato for STIIIZY Wildomar LLC dba STIIIZY Mission Trail | | 12/18/24 |

## PROPERTY OWNER INFORMATION AND PERMISSIONS:

**CALIFORNIA ACKNOWLEDGMENT** CIVIL CODE § 1189

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

State of California
County of Los Angeles }

On December 18, 2024 before me, Maurice Evan Tafolla-Cunningham, Notary Public,
*Date* *Here Insert Name and Title of the Officer*

personally appeared Tali Sato
*Name(s) of Signer(s)*

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.

MAURICE EVAN TAFOLLA-CUNNINGHAM
Notary Public – California
Los Angeles County
Commission # 2418158
My Comm. Expires Sep 24, 2026

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

WITNESS my hand and official seal.

Signature _____
*Signature of Notary Public*

*Place Notary Seal and/or Stamp Above*

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

| | |
|---|---|
| Signer's Name: _____ | Signer's Name: _____ |
| ☐ Corporate Officer – Title(s): _____ | ☐ Corporate Officer – Title(s): _____ |
| ☐ Partner – ☐ Limited ☐ General | ☐ Partner – ☐ Limited ☐ General |
| ☐ Individual ☐ Attorney in Fact | ☐ Individual ☐ Attorney in Fact |
| ☐ Trustee ☐ Guardian or Conservator | ☐ Trustee ☐ Guardian or Conservator |
| ☐ Other: _____ | ☐ Other: _____ |
| Signer is Representing: _____ | Signer is Representing: _____ |

©2019 National Notary Association

| Property Owner(s) Name: Edwin and Janice Manske for The Manske Revocable Trust | | |
|---|---|---|
| Mailing Address: P.O. Box 1209, Wildomar, CA 92595 | | |
| Telephone: 951-313-9651 | Fax: N/A | Email Address (required): emanske@dc.rr.com |

I certify under the penalty of perjury and the laws of the State of California that I (we) am (are) the property owner(s) of the property that is the subject matter of this application, and I (we) am (are) authorizing to, and hereby do consent to the filing of this cannabis application and acknowledge that the final approval by the City of Wildomar, if any, may result in restrictions, limitations, and construction obligations being imposed on this real property. Signature of Applicant must also be notarized by a Notary Public (see attachment).

| Printed Name of Property Owner(s) | Signature of Property Owner(s) |
|---|---|
| Edwin E. Manske | Edwin E Manske |
| Printed Name of Property Owner(s) Janice Lee Manske | Signature of Property Owner(s) Janice Lee Manske |
| Printed Name of Property Owner(s) | Signature of Property Owner(s) |

***Special Notes:***

- Prior to submitting the Local License Application form to the Planning Department, you are required to first contact Matthew Bassi, Planning Director by calling at (951) 677-7751, Extension 213, or by email at mbassi@cityofwildomar.org. Application submittals shall be made by appointment only.
- The Applicant and Property Owner signatures must be notarized by a registered Notary Public (see attached form), or the Local license application will not be accepted.
- Commercial Cannabis Retail Businesses are only permitted in the C-1/C-P or C-P-S commercial zoning districts. Refer to the Council Ordinance No. 188 (attached) for licensing standards, conditions and operational requirements.
- Cannabis Cultivation, Manufacturing, Distribution or Testing Laboratories are only permitted in the I-P and M-SC industrial zoning districts. Refer to the Council Ordinance No. 188 (attached) for licensing standards, conditions and operational requirements.
- Please refer to the City's current Fixed-Fee schedule adopted by City Council on November 8, 2023 for the cost of Cannabis Local License application.
- The Local License application must be reviewed and approved by the City prior to scheduling the CUP/DA application for Planning Commission and City Council review and approval.

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Riverside }

On January 7, 2025 before me, Dana L. Campbell, Notary Public
(Here insert name and title of the officer)

personally appeared Edwin E. Manske and Janice Lee Manske,
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.

Dana L. Campbell
Notary Public Signature (Notary Public Seal)

DANA L. CAMPBELL
COMM. # 2440018
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
MY COMM. EXP. MAR. 26, 2027

## ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Cannabis Local License
(Title or description of attached document)

Application - Submittal Requirements
(Title or description of attached document continued)

Number of Pages ____ Document Date ____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  ____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

## INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

| Planning Application Project Number |
|---|
| |

## ACKNOWLEDGEMENT OF FINANCIAL RESPONSIBILITY BY THE APPLICANT

**(Project representative signatures will not be accepted.)**

I acknowledge and certify that this project application is being submitted and processed as a "fixed fee" application in accordance with City Council action approved on November 8, 2023. I also acknowledge that this fixed fee is based on three (3) Plan Reviews and Approval. For each additional plan review above three (3), an extra fee equal to 25% of the original fixed fee amount for each application type will be due before moving forward, and failure to pay the extra fee will result in the City pausing all work on the project review until the fee is paid. I further acknowledge that if this application requires additional legal review by the city attorney beyond the typical review time stipulated in the fixed fee for each application, an additional charge of $4,969.64 for each 10 additional hours will apply. I lastly acknowledge, upon notification from the City, that if the proposed project becomes inactive for a period of six (6) months, the project will be automatically deemed closed out and withdrawn by the City, and that a new development application and fixed fee (at the time of re-initiation) will be required to restart the project.

## ACKNOWLEDGEMENT OF INDEMNIFICATION RESPONSIBILITY BY THE PROJECT APPLICANT

**(Project representative signatures will not be accepted.)**

The Applicant for this application 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 and Property Owner 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.

Tak Sato for STIIIZY Wildomar LLC dba STIIIZY Mission Trail

Applicant Printed Name

Applicant Signature

12/18/2024

Date

Billing Address: 2001 S. Alameda Street

Address

Los Angeles

City

CA

State

90058

Zip Code

E-mail Contact Information (required): tak.sato@stiiizy.com

Telephone Number: 310-488-5707

Edwin and Janice Manske for The Manske Revocable Trust

Property Owner Printed Name

Property Owner Signature

Date

**CALIFORNIA ACKNOWLEDGMENT** CIVIL CODE § 1189

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

State of California
County of Los Angeles }

On December 18, 2024 before me, Maurice Evan Tafolla-Cunningham, Notary Public,
*Date* *Here Insert Name and Title of the Officer*

personally appeared Tahi Scott
*Name(s) of Signer(s)*

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.

MAURICE EVAN TAFOLLA-CUNNINGHAM
Notary Public – California
Los Angeles County
Commission # 2418158
My Comm. Expires Sep 24, 2026

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

WITNESS my hand and official seal.

Signature _____
*Signature of Notary Public*

*Place Notary Seal and/or Stamp Above*

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

| | |
|---|---|
| Signer's Name: _____ | Signer's Name: _____ |
| ☐ Corporate Officer – Title(s): _____ | ☐ Corporate Officer – Title(s): _____ |
| ☐ Partner – ☐ Limited ☐ General | ☐ Partner – ☐ Limited ☐ General |
| ☐ Individual ☐ Attorney in Fact | ☐ Individual ☐ Attorney in Fact |
| ☐ Trustee ☐ Guardian or Conservator | ☐ Trustee ☐ Guardian or Conservator |
| ☐ Other: _____ | ☐ Other: _____ |
| Signer is Representing: _____ | Signer is Representing: _____ |

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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.

Tak Sato for STIIIZY Wildomar LLC dba STIIIZY Mission Trail

Applicant Printed Name

Applicant Signature

12/12/2024

Date

Billing Address: 2001 S. Alameda Street

Address

Los Angeles

City

CA

State

90058

Zip Code

E-mail Contact Information (required): tak.sato@stiiizy.com

Telephone Number: 310-488-5707

Edwin and Janice Manske for The Manske Revocable Trust

Property Owner Printed Name

Edwin E. Manske

Property Owner Signature

Janice L. Manske

01/07/2025

Date

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Riverside }

On January 7, 2025 before me, Dana L. Campbell, Notary Public,
(Here insert name and title of the officer)

personally appeared Edwin E. Manske and Janice L. Manske,
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.

Dana L Campbell
Notary Public Signature (Notary Public Seal)

DANA L. CAMPBELL
COMM. # 2440018
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
MY COMM. EXP. MAR. 26, 2027

## ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Cannabis Local License
(Title or description of attached document)

Application/Submittal Requirements
(Title or description of attached document continued)

Number of Pages ____ Document Date ____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

## INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

# CITY OF WILDOMAR
# Planning Department

## Application Submittal Requirements For Cannabis Local License

***Special Note:***
The City has officially adopted an "All-Electronic" project application submittal and fixed fee payment process, including submittal of any applicable development plans and all accompanying technical studies (new and resubmittals). When you are ready to make a formal submittal (or resubmittal), please contact Mr. Abdu Lachgar, AICP, Senior Planner at (951) 677-7751, Ext. 203, or via email at alachgar@cityofwildomar.org. Mr. Lachgar will provide detailed instructions on how to make the formal electronic submittal (and resubmittals) and pay the fixed fees.

**A. Cannabis Local License Application Submittal Requirements:**

The following minimum submittal requirements for a Local License application shall be required (no deviations are allowed):

- ❑ A Completed and Signed/Notarized Application Form & Initial Deposit Fee of $10,661.
- ❑ 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.
- ❑ The Local License "Cannabis Proposal Package" with all the required elements (see below) shall be provided in one (1) Pdf document that includes a cover page, detailed table of contents (TOC), and chapter/section dividers for each section for easy reference.
- ❑ The Applicant shall submit a "Statement of Qualifications" describing the Cannabis Owner(s)/Operator(s) qualifications relative to the Proposal, including experience running businesses similar to the one proposed, including permitted Cannabis and/or non-Cannabis businesses. Provide verifiable, detailed descriptions and other background information for key individuals and owners of 20% or more of the business. Describe other resources, including financial resources, dedicated to implement this Proposal.
- ❑ The Applicant shall submit a detailed "Business/Operations Plan" demonstrating the owner/operator(s) understanding and approach to running the proposed Cannabis business, including proposed/anticipated revenues from the operations, and what methods

and means the cannabis business will take to ensure that the business is integrated into the community. The Plan must provide specific details about the proposed cannabis business and operations, including, but not limited to, the following information:

- A general description of the types of products and services to be provided by the facility;
- A floor plan designating all interior dimensions of the licensed premises and the layout of the cannabis business, including all limited access areas, areas of ingress and egress, and all security cameras. Such floor plan shall also show the principal uses of the floor area depicted therein. For cultivation sites, such floor plan shall distinguish all dimensions of areas in which plants are located; and
- For a retailer, a statement confirming whether delivery service of cannabis to any location outside the premises will be provided and the extent of such service, and in the event delivery is provided, a detailed delivery plan detailing how the retailer will comply with all requirements of this chapter, MAUCRSA, and any other applicable state or local laws.
- Size (square-feet) of proposed facility;
- Hours of operation, number of employees;
- Description of day–to–day operations for all proposed uses;
- State Licensing Requirements;
- How the cannabis business will conform to Ordinance No. 187 & 188 and any applicable state laws;
- How cannabis will be tracked and monitored to prevent diversion;
- A schedule for beginning operation, if successful in obtaining a CUP and State License(s), including a narrative outlining any proposed construction (if applicable) and tenant improvements;

❑ The Applicant shall submit a "Fire Protection Plan" (see below) shall be submitted as a separate document and incorporated as an attachment to the project description). Each cannabis business shall have fire protection plan approved by the City's Contract Fire Marshal (Riverside County Fire). The fire protection plan shall be a narrative and also include a detailed fire protection plan delineating the physical location of the specific equipment. The proposed fire protection plan must include the following at a minimum:

- Summary of the fire protection plan, this shall be included in the project description, all other elements shall be incorporated as a separate attachment, entitled security plan, to the project description.
- Description of the fire prevention, suppression, HVAC and alarm systems the facility will have in place. An appropriate plan will have considered all possible fire, hazardous material, and inhalation issues/threats and will have both written and physical mechanisms in place to deal with each specific situation.
- Occupancy Classification. The Use and Occupancy Classification of Marijuana Business. Please identify the proposed use and occupancy classification of the proposed use. Use and occupancy classifications may be found in Chapter 3 of the International Building Code (IBC), and International Fire Code (IFC).
- Hazard Communication. When storing or using any type of hazardous materials, IFC Section 407 should be followed and the appropriate paperwork made accessible to the fire code official. Additionally, IFC Sections: 5001.3 - 5001.6.3 should be consulted. Section 407 of the IFC gives responders the information of the hazardous chemicals that is on the property.

- Material Safety Data Sheets (MSDS) shall be on property and made easily accessible.
- Containers and/or packages related to hazardous materials shall be properly labeled and warning signage shall be properly displayed and easily visible.
- All persons shall be trained on what to do in the event of an emergency involving hazardous material on the property.

❑ The Applicant shall submit a "Safety/Security Plan" (said plan will not be made publicly available). The security plan for the licensed premises of a cannabis business must include all of the following security requirements:

- Video Surveillance. The licensed premises must be equipped with a video surveillance system that meets all of the requirements set forth in this subsection.
  - Security cameras and digital storage of recordings shall be maintained in good condition and used in an on-going manner, twenty-four hours per day, seven days per week.
  - The security system must maintain at least 90 days of digitally recorded video for each security camera in the licensed premises. Security footage should be stored in an MPEG4, MJPEG, H.264, or another format approved by the local licensing authority in writing.
  - Security cameras must provide adequate and sufficient coverage for the facility, which must 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 chapter and the MAUCRSA.
  - The video surveillance system must be equipped with a failure notification system that provides prompt notification to the manager of record of the licensed premises of the cannabis business of any surveillance interruption or complete failure of the surveillance system that lasts longer than fifteen minutes.
  - The video surveillance system shall have sufficient battery backup to support a minimum of fifteen minutes of recording in the event of a power outage.
- Alarm System. The licensed premises shall 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.
- Signage Requirement. The licensed premises must comply with the following signage requirements.
  - A sign shall be posted in a conspicuous place near each point of public access which shall 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."
  - Limited access areas shall 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 shall state, "Limited Access Area—Authorized Personnel Only."
- Lighting. The business entrance(s) and all window areas shall be illuminated during evening hours. The cannabis business shall comply with the city's lighting standards regarding fixture type, wattage, illumination levels, and shielding. Must be consistent with Chapter 8.64 WMC.

- Commercial-Grade Locks. All points of ingress and egress to a licensed premises shall ensure the use of commercial-grade, nonresidential door locks or window locks.
- Notification of Local Licensing Authority and Law Enforcement. A cannabis business shall 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;
  - 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.
- A description of security measures and a proposed schematic (floor or site plan) of the overall facility. The included floor plan or site plan shall depict canopy areas, all areas open to employees, including restrooms, sales areas and areas to secure Cannabis and Cannabis Products. The security plan shall also have details on operational security, including but not limited to general security policies for the facility. In particular, security plans should describe the overall approach to operational safety as it relates to employees, customers, businesses, and the community.

❑ The Applicant shall submit a detailed "Waste Disposal Plan" at the time of application submittal which shall include evaluation of, but not be limited to, the following:

- Chemical, Dangerous and Hazardous Waste. Disposal of chemical, dangerous or hazardous waste must be conducted in a manner consistent with federal, state and local laws, regulations, rules or other requirements. This may include, but is not limited to, the disposal of all pesticide or other chemicals used in the cultivation process, certain solvents or other chemicals used in the production of cannabis concentrate.
- Cannabis Waste. Cannabis waste shall be stored, managed, and disposed of in accordance with Section 5054 (Destruction of Cannabis Goods Prior to Disposal) of Title 16, Division 42 of the California Code of Regulations, as that section may be amended or renumbered from time to time.

❑ The Applicant shall submit an "Odor Abatement Plan" that must address nuisance odors to prevent Cannabis nuisance odors from being detected offsite. All commercial cannabis activities shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the commercial cannabis activity that is distinctive to its operation is not detected outside of the operation's facility, anywhere on adjacent lots or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public, or within any other unit located inside the same building as the Commercial Cannabis Activity (Indoor). In order to control nuisances such as odors, humidity and mold, state what equipment and measures that the business will implement.

❑ The Applicant shall submit a "Visitor Requirement Plan" outlining how visitors will be managed that includes, but is not be limited to, the following requirements:

- Visitors. Any individual permitted to enter a limited access area who is not an owner or employee of the cannabis business is a visitor for the purposes of this section. Notwithstanding the foregoing, state and local employees, or their official designees, shall not be considered a visitor provided the individual is on the licensed premises for purposes of official government business.

- Visitors Identification and Record Requirements. Prior to permitting a visitor into a limited access area, a cannabis business must check the individual's valid government issued identification. The visitor shall be required to sign the cannabis business's visitor log, which must include the individual's name, date of entry, and purpose for entry.
- Visitors Must Be at Least Twenty-One Years of Age. A cannabis business may not permit a visitor who is less than twenty-one years of age to enter a limited access area.
- Visitors Prohibited Conduct. A visitor shall not be permitted to engage in the cultivation, preparation, processing, manufacturing, packaging, labeling, transportation, or sale of cannabis.

❑ One current Preliminary Title Report (in Pdf Format) of all properties covered by the proposed cannabis business project, including a copy of all legal documents (deed, easement, etc.) mentioned in the title report. The title report shall not be more than six (6) months old at the time of application submittal.

❑ One (1) recent (less than one-year old) aerial photograph of the entire Project Site with the boundary of the site delineated (Pdf Format).

❑ One (1) professionally drawn (by a survey engineer, architect, etc.) radius map showing and identifying all adjacent residential land uses within a 100' radius of the Project Site. For the purposes of measurement, all distances shall be measured in a straight line, without regard to intervening structures or topography, from the nearest point of the building or structure in which the cannabis business will be located, to the nearest property line of the adjoining parcel where such residential use is located. If the cannabis business will be located in a multi-unit building, the distance shall be measured from the nearest point of the suite in which the cannabis business will be located to the property line. Any Cannabis business located within a 100-foot radius of an adjacent residential use (as described above) is prohibited and the CUP/Development Agreement application will not be accepted (Chapter 17.315.070 of the WMC).

❑ One (1) professionally drawn (by a survey engineer, architect, etc.) radius map showing the location of any public/private school, commercial day care center, parks and/or youth centers (as defined in Chapter 17.315.070 of the WMC) within a 600-foot radius of the Project Site. For the purposes of measurement, all distances shall be measured in a straight line, without regard to intervening structures or topography, from the nearest point of the building or structure in which the cannabis business will be located, to the nearest property line of the adjoining parcel where such use noted above is located. If the cannabis business will be located in a multi-unit building, the distance shall be measured from the nearest point of the suite in which the cannabis business will be located to the property line. Any Cannabis business located within a 600-foot radius of an adjacent use (as described above) is prohibited and the CUP/Development Agreement application will not be accepted (Chapter 17.315.070 of the WMC).

❑ The Applicant shall provide any additional information that the City may request to process and fully investigate the Local License application. Failure to provide such additional information may result in denial of the application.

## B. Applicant / Property Owner Acknowledgements:

- ❑ The Applicant/Property Owner hereby acknowledges and understands the Local License application must be reviewed and approved by the City prior to making a formal submittal of the CUP/Development Agreement application package.

- ❑ The Applicant/Property Owner hereby acknowledges to provide any additional information that the City may request to process and fully investigate this Local License application, and that failure to provide such additional information requested by the City may result in denial of the application.

- ❑ The Applicant/Property Owner acknowledges that the City has 30-days from application submittal and payment of fees to perform its first completeness review of the application and accompanying materials/information. If the application is incomplete, the City will prepare, in writing, an incompleteness letter and provide that to the Applicant. The Applicant will then have up to 30-days to cure the incompleteness by submitting the information and/or documentation outlined in the City's incompleteness letter.

- ❑ By submitting this Local License application, the Applicant and/or Property Owner, hereby acknowledges that the Local License, if approved, is valid for two (2) years from date of approval by the City (refer to Chapter 5.76.060.F of the WMC), and must be renewed every two (2) years thereafter. The application for renewal must be made at least 30 days prior to its expiration in accordance Chapter 5.76.090 of the WMC (Ordinance 188).

- ❑ The Applicant/Property Owner acknowledges that payment of the City's Regulatory License fee (as set forth in Council Resolution No. 2020-35) is valid for a two (2) year period from the approval date of the Local License application. The regulatory license fee ($142,615.60 total) may be paid in full upfront at the time of issuance of Occupancy Permits. Or if the Applicant chooses, the regulatory fee may be paid in two (2) equal installments with payment #1 (50%) due at the time of issuance of a Certificate of Occupancy, followed by payment #2 (50%) due within six (6) months after issuance of a Certificate of Occupancy. The amount of the first regulatory licensing fee will be prorated based on the amount of time remaining on the license at the time a Certificate of Occupancy is issued. Beginning in Year #3 and onward, the regulatory license fee shall be paid in full up front ($142,615.60) concurrently with the renewal of the 2-year Local License application.

- ❑ By submitting this Local License application, the Applicant and/or Property Owner, hereby acknowledges that the City may place conditions upon the approval of the Local License which are, in the opinion of the City, reasonably related to the protection of the health, safety and welfare of the neighborhood in which the proposed licensed premises is to be located and of the general public.

- ❑ By submitting this Local License application, the Applicant/Property Owner acknowledges and provides authorization for the City to seek verification of the information contained within the application, and any such additional and further information, as is deemed necessary by the City.

- ❑ By submitting this Local License application, the Applicant and/or Property Owner, hereby acknowledges that, in addition to any applicable requirements in Chapter 17.315 of the WMC (Ordinance No. 187), that application for transfers of or changes to the ownership of a licensee, modifications to a licensed premises, and changes of location of a cannabis business shall comply with Chapter 5.76.080 of the WMC (Ordinance 188).

- ❑ By submitting this Local License application, the Applicant and/or Property Owner, hereby acknowledges that the cannabis business shall comply with the operational requirements set forth in Chapter 5.76.110 of the WMC. (Ordinance 188)

- ❑ By submitting this Local License application for a retail business, the Applicant and/or Property Owner hereby acknowledges that the cannabis business shall also comply the specific retailer requirements set forth in Chapter 5.76.120 of the WMC. (Ordinance 188)
- ❑ By submitting this Local License application for manufacturing business, the Applicant and/or Property Owner hereby acknowledges that the cannabis business shall comply with the specific manufacturing requirements set forth in Chapter 5.76.130 of the WMC. (Ordinance 188)
- ❑ By submitting this Local License application for cultivation business, the Applicant and/or Property Owner hereby acknowledges that the cannabis business shall comply with the specific cultivation requirements set forth in Chapter 5.76.140 of the WMC. (Ordinance 188)
- ❑ By submitting this Local License application for distribution business, the Applicant and/or Property Owner hereby acknowledges that the cannabis business shall comply with the specific distribution requirements set forth in Chapter 5.76.150 of the WMC. (Ordinance 188)
- ❑ By submitting this Local License application for a testing laboratory business, the Applicant and/or Property Owner hereby acknowledges that the cannabis business shall comply with the specific testing laboratory requirements set forth in Chapter 5.76.160 of the WMC. (Ordinance 188)
- ❑ The Applicant/Property Owner further acknowledge that in addition to obtaining a Local License that a Conditional Use Permit (CUP) and Development Agreement (DA) application (and accompanying deposit account fees) shall also be submitted and approved by the Planning Commission and City Council. While not required, the Applicant is encouraged to submit the CUP and DA application concurrently with the Local License application.
- ❑ The Applicant/Property Owner acknowledges that the Local License must be approved by the City, and be in good standing, before a public hearing is set before Planning Commission & City Council.
- ❑ By submitting this Local License application, the Applicant and/or Property Owner, hereby acknowledges that they have read Ordinance 188 (attached hereto) which establishes specific commercial cannabis licensing regulations which were approved by the City Council on May 28, 2020 and June 10, 2020 and which became effective on July 10, 2020.
- ❑ By signing below (and Notarized), the Applicant and Property Owner certifies under the penalty of perjury, that they acknowledge these statements and that all the information provided in this Local License application is true and correct.

Tak Sato for STIIIZY Wildomar LLC dba STIIIZY Mission Trail

Applicant Printed Name



Signature of Applicant

12/18/2024

Date

**CALIFORNIA ACKNOWLEDGMENT** CIVIL CODE § 1189

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

State of California
County of Los Angeles }

On December 18, 2024 before me, Maurice Evan Tafolla-Cunningham, Notary Public
*Date* *Here Insert Name and Title of the Officer*

personally appeared Taki Sato
*Name(s) of Signer(s)*

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.

MAURICE EVAN TAFOLLA-CUNNINGHAM
Notary Public – California
Los Angeles County
Commission # 2418158
My Comm. Expires Sep 24, 2026

*Place Notary Seal and/or Stamp Above*

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

WITNESS my hand and official seal.

Signature _____
*Signature of Notary Public*

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

| | |
|---|---|
| Signer's Name: _____ | Signer's Name: _____ |
| ☐ Corporate Officer – Title(s): _____ | ☐ Corporate Officer – Title(s): _____ |
| ☐ Partner – ☐ Limited ☐ General | ☐ Partner – ☐ Limited ☐ General |
| ☐ Individual ☐ Attorney in Fact | ☐ Individual ☐ Attorney in Fact |
| ☐ Trustee ☐ Guardian or Conservator | ☐ Trustee ☐ Guardian or Conservator |
| ☐ Other: _____ | ☐ Other: _____ |
| Signer is Representing: _____ | Signer is Representing: _____ |

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Edwin and Janice Manske for The Manske Revocable Trust

Property Owner Printed Name

Edwin E Manske

Signature of Property Owner

Janice L. Manske

01/07/2025

Date

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Riverside }

On January 7, 2025 before me, Dana L. Campbell, Notary Public,
(Here insert name and title of the officer)

personally appeared Edwin E. Manske and Janice L. Manske,
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.

Dana L Campbell
Notary Public Signature (Notary Public Seal)

DANA L. CAMPBELL
COMM. # 2440018
NOTARY PUBLIC-CALIFORNIA
RIVERSIDE COUNTY
MY COMM. EXP. MAR. 26, 2027

## ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Application Submittal Requirements for Cannabis Local License
(Title or description of attached document)
(Title or description of attached document continued)

Number of Pages ____ Document Date ____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  ____ (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

## INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

# EVIDENCE OF LAWFUL POSSESSION

# -EXECUTED LEASE-

Docusign Envelope ID: 87D28740-3908-4EA6-847C-E081F967A943

CALIFORNIA ASSOCIATION OF REALTORS®

# COMMERCIAL LEASE AGREEMENT

**(C.A.R. Form CL, Revised 12/23)**

Date (For reference only): ***December 27, 2024***

***The Manske Revocable Trust*** (Owner, Authorized Broker or Agent, or Property Manager, ("Landlord")) and ***STIIIZY Wildomar, LLC,*** ("Tenant") agree as follows:

1. **PROPERTY:** Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as ***33980 Mission Trail Unit A&B, Wildomar, CA 92595*** ("Premises"), which comprise approximately ***25.270*** % of the total square footage of rentable space in the entire property. See exhibit _____ for a further description of the Premises.
2. **TERM:** The term begins on (date) ***January 1, 2025*** ("Commencement Date"), **(Check A or B):**
   - **A.** [X] **Lease:** and shall terminate on (date) ***12/31/2034*** at ***11:59*** [ ] AM [X] PM. Any holding after the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as specified in **paragraph 2B**. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and conditions of this agreement shall remain in full force and effect.
   - **B.** [ ] **Month-to-month:** and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at least 30 days prior to the intended termination date, subject to any applicable laws. Such notice may be given on any date.
   - **C. RENEWAL OR EXTENSION TERMS:** _____ OR [X] See attached addendum.
3. **BASE RENT:**
   - **A.** Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY):
     - [ ] (1) $_____ per month, for the term of the agreement.
     - [ ] (2) $_____ per month, for the first 12 months of the agreement. Commencing with the 13th month, and upon expiration of each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers ("CPI") for ***Riverside County*** (the city nearest the location of the Premises), based on the following formula: Base Rent will be multiplied by the most current CPI preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely reflects the CPI.
     - [ ] (3) $_____ per month for the period commencing _____ and ending _____ and $_____ per month for the period commencing _____ and ending _____ and $_____ per month for the period commencing _____ and ending _____.
     - [ ] (4) In accordance with the attached rent schedule.
     - [X] (5) Other: ***Per Addendum No. 1 which is hereby incorporated into this agreement*** .
   - **B.** Base Rent is payable in advance on the 1st (or [ ] _____ ) day of each calendar month, and is delinquent on the next day.
   - **C.** If the Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based on a 30-day period. If Tenant has paid one full month's Base Rent in advance of Commencement Date, Base Rent for the second calendar month shall be prorated based on a 30-day period.
4. **RENT:**
   - **A. Definition:** ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit.
   - **B. Payment:** Rent shall be paid to (Name) ***Scout Property Management*** at (address) ***41955 Fourth Street; Suite 102 Temecula, CA 92590***, or at any other location specified by Landlord in writing to Tenant.
   - **C. Timing:** Base Rent shall be paid as specified in **paragraph 3**. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.
5. **EARLY POSSESSION:** Tenant is entitled to possession of the Premises on _____ . If Tenant is in possession prior to the Commencement Date, during this time **(i)** Tenant is not obligated to pay Base Rent, and **(ii)** Tenant [ ] is [ ] is not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date, Tenant is obligated to comply with all other terms of this agreement.
6. **SECURITY DEPOSIT:**
   - **A.** Tenant agrees to pay Landlord $***20,000.00*** as a security deposit. Tenant agrees not to hold Broker responsible for its return. (IF CHECKED:) [ ] If Base Rent increases during the term of this agreement, Tenant agrees to increase deposit by the same proportion as the increase in Base Rent.
   - **B.** All or any portion of the security deposit may be used, as reasonably necessary, to: **(i)** cure Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; **(ii)** repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; **(iii)** broom clean the Premises, if necessary, upon termination of tenancy; and **(iv)** cover any other unfulfilled obligation of Tenant. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: **(i)** furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and **(ii)** return any remaining portion of security deposit to Tenant. However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession.
   - **C.** No interest will be paid on security deposit, unless required by local ordinance.

**7. PAYMENTS:**

| | | TOTAL DUE | PAYMENT RECEIVED | BALANCE DUE | DUE DATE |
|---|---|---|---|---|---|
| **A.** | **Rent:** From *01/01/2025* To *01/31/2025* | $ *5,000.00* | $ | $ *5,000.00* | *12/31/2024* |
| **B.** | **Security Deposit** . . . . . | $ *20,000.00* | $ | $ *20,000.00* | *12/31/2024* |
| **C.** | **Other:** _____ Category | $ | $ | $ | |
| **D.** | **Other:** _____ Category | $ | $ | $ | |
| **E.** | **Total**: . . . . . | $ *25,000.00* | $ | $ *25,000.00* | *12/31/2024* |

**8. PARKING:** Tenant is entitled to *open* unreserved and *zero (0)* reserved vehicle parking spaces. The right to parking [X] is [ ] is not included in the Base Rent charged pursuant to **paragraph 3**. If not included in the Base Rent, the parking rental fee shall be an additional $_____ per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted.

**9. ADDITIONAL STORAGE:** Storage is permitted as follows: *within the walls of the suite*. The right to additional storage space [X] is [ ] is not included in the Base Rent charged pursuant to **paragraph 3**. If not included in Base Rent, storage space shall be an additional $_____ per month. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another, or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material. Tenant shall pay for, and be responsible for, the clean-up of any contamination caused by Tenant's use of the storage area.

**10. LATE CHARGE; INTEREST; NSF CHECKS:** Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 calendar days after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, $_____ as late charge, plus 10% interest per annum on the delinquent amount and $25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under **paragraph 4,** or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.

**11. CONDITION OF PREMISES:** Tenant has examined the Premises and acknowledges that Premises is clean and in operative condition, with the following exceptions: *property is leased "as is"*.
Items listed as exceptions shall be dealt with in the following manner: _____.

**12. ZONING AND LAND USE:** Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representation or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.

**13. TENANT OPERATING EXPENSES:** Tenant agrees to pay for all utilities and services directly billed to Tenant.

**14. PROPERTY OPERATING EXPENSES:**

**A.** Tenant agrees to pay its proportionate share of Landlord's estimated monthly property operating expenses, including but not limited to, common area maintenance, consolidated utility and service bills, insurance, and real property taxes, based on the ratio of the square footage of the Premises to the total square footage of the rentable space in the entire property.

**B.** [ ] (If checked) **paragraph 14** does not apply.

**15. USE:** The Premises are for the sole use as *Cannabis Dispensary (see Addendum No. 2)*.
No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost. Tenant will comply with all Laws affecting its use of the Premises.

**16. RULES/REGULATIONS:** Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, Owner's Association) that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use of the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises.

**17. MAINTENANCE:**

**A.** Tenant **OR** [ ] (**If checked**, Landlord) shall professionally maintain the Premises including heating, air conditioning, electrical, plumbing and water systems, if any.

**B.** Tenant **OR** [ ] (**If checked**, Landlord) shall keep glass, windows and doors in operable and safe condition.

**C.** Landlord **OR** [ ] (**If checked**, Tenant) shall maintain the roof, foundation, exterior walls, common areas and *will be billable on Tenant's NNN charges*.

**D.** Unless Landlord is indicated above, if Tenant fails to maintain the Premises, or keep it in operable and safe condition, as specified in 17 A-C, Landlord may contract for or perform such services to maintain the Premises, or keep it in operable and safe condition, as specified in 17 A-C, and charge Tenant for Landlord's cost.

**18. ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.

**19. GOVERNMENT IMPOSED ALTERATIONS:** Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.

20. **ENTRY:** Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.
21. **SIGNS:** Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the **90 (or** ☐ _____ **) day** period preceding the termination of the agreement.
22. **SUBLETTING/ASSIGNMENT:** Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant or Tenant's obligation under this agreement.
23. **POSSESSION:** If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in **paragraph 2**. If Landlord is unable to deliver possession within **60 (or** ☐ ___**)** calendar days after the agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.
24. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of agreement, Tenant shall: **(i)** give Landlord all copies of all keys or opening devices to Premises, including any common areas; **(ii)** vacate Premises and surrender it to Landlord empty of all persons and personal property; **(iii)** vacate all parking and storage spaces; **(iv)** deliver Premises to Landlord in the same condition as referenced in paragraph 11; **(v)** clean Premises; **(vi)** give written notice to Landlord of Tenant's forwarding address; and **(vii)** _____ _____.
All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.
25. **BREACH OF CONTRACT/EARLY TERMINATION:** In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by **paragraph 24**, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: **(i)** the worth, at the time of award, of the unpaid Rent that would have been earned at the time of termination; **(ii)** the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and **(iii)** the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by reletting the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.
26. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of the Premises. If total or partial destruction or damage occurs as a result of an act of Tenant or Tenant's guest, **(i)** only Landlord shall have the right, at Landlord's sole discretion, within 30 days after such total or partial destruction or damage to treat the lease as terminated by Tenant, and (ii) Landlord shall have the right to recover damages from Tenant.
27. **HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
28. **CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.
29. **INSURANCE:** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry (i) liability insurance in an amount of not less than $*2,000,000.0* and (ii) property insurance in an amount sufficient to cover the replacement cost of the property if Tenant is responsible for maintenance under **paragraph 17B**. Tenant's insurance shall name Landlord and Landlord's agent as additional insured. Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least $*1,000,000.00* , plus property insurance in an amount sufficient to cover the replacement cost of the property unless Tenant is responsible for maintenance pursuant to **paragraph 17B**. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.
30. **TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: **(i)** shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and **(ii)** may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.

31. **LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
32. **SUBORDINATION:** This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.
33. **TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: **(i)** before occupancy begins, upon disapproval of credit report(s); or **(ii)** at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.
34. **CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:**
    **A.** Landlord states that the Premises ☐ have, or ☒ have not been inspected by a Certified Access Specialist (CASp).
    **B.** **If** the Premises have been inspected by a CASp,
    (1) Landlord states that the Premises ☐ have, or ☐ have not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53. Landlord shall provide Tenant a copy of the report prepared by the CASp (and, if applicable a copy of the disability access inspection certificate) as specified below.
    (2) ☐ **(i)** Tenant has received a copy of the report at least 48 hours before executing this lease. Tenant has no right to rescind the lease based upon information contained in the report.
    OR ☐ **(ii)** Tenant has received a copy of the report prior to, but no more than, 48 hours before, executing this lease. Based upon information contained in the report, Tenant has 72 hours after execution of this lease to rescind it.
    OR ☐ **(iii)** Tenant has not received a copy of the report prepared by the CASp prior to execution of this lease. Landlord shall provide a copy of the report prepared by the CASp (and, if applicable a copy of the disability access inspection certificate) within 7 days after execution of this lease. Tenant shall have up to 3 days thereafter to rescind the lease based upon information in the report.
    **C.** If the Premises have not been inspected by a CASp or a certificate was not issued by the CASp who conducted the inspection, "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."
    **D.** Notwithstanding anything to the contrary in **paragraph 17, 18, 19** or elsewhere in the lease, any repairs or modifications necessary to correct violations of construction related accessibility standards to the Premises are the responsibility of the ☒ Tenant, ☐ Landlord, ☐ Other _____ .
35. **MEDIATION:** Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to **paragraph 36** below. **Paragraphs 36B** and **C** apply whether or not the arbitration provision is initialed. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.

**36. ARBITRATION OF DISPUTES:**

**A. Tenant and Landlord agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 36B and C below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.**

**B. EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from Mediation and Arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) and action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.

**C. BROKERS:** Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.

**"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."**

**"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."**

DS

Landlord's Initials _____ / _____ Tenant's Initials Initial _____ / _____

**37. JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each on shall be individually and completely responsible for the performance of all obligations of Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession.

**38. NOTICE:** Notices may be served by mail, email, or courier at the contact information provided in the signature section for Landlord or Tenant, or at any other location subsequently designated and is deemed effective upon personal receipt by either party or their agent.

**39. WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach.

**40. INDEMNIFICATION:** Tenant shall indemnify, defend and hold Landlord harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Tenant's use of the Premises.

**41. OTHER TERMS AND CONDITIONS/SUPPLEMENTS:** ***Tenant takes Property "as is" and all Tenant Improvements shall be at Tenants' sole expense. Upon commencement of Tenant Improvements, Landlord shall post a Notice of Non Responsibility to which tenant shall comply.***

***The following ATTACHED supplements/exhibits are incorporated into this agreement: EXHIBIT: Rules and Regulations for Shopping Center and Office and Industrial Space, Addendum No. 1, and Addendum No. 2.***

The following ATTACHED supplements/exhibits are incorporated in this agreement: ☐ Option Agreement (C.A.R. Form OA) _____

**42. ATTORNEY FEES:** In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 35A.

**43. ENTIRE CONTRACT:** Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.

**44. BROKERAGE:** Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as named in this agreement, in connection with any act relating to the Premises, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warranty and representation in this **paragraph 43**.

DS

Initial

**45. AGENCY CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:
Listing Agent: ***Scout Property Management*** (Print Firm Name) is the agent of (check one):
[X] the Landlord exclusively; or [ ] both the Tenant and Landlord.
Selling Agent: ***United Real Estate Group*** (Print Firm Name) (if not same as Listing Agent) is the agent of (check one):
[X] the Tenant exclusively; or [ ] the Landlord exclusively; or [ ] both the Tenant and Landlord.
Real Estate Brokers are not parties to the agreement between Tenant and Landlord.

**Landlord and Tenant acknowledge and agree that Brokers: (i) do not guarantee the condition of the Premises; (ii) cannot verify representations made by other; (iii) will not verify zoning and land use restrictions; (iv) cannot provide legal or tax advice; (v) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this agreement, Brokers: (vi) do not decide what rental rate a Tenant should pay or Landlord should accept; and (vii) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.**

**46. LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer identified in **paragraphs 47 or 48** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer **(i)** represents that the entity for which that person is acting already exists and is in good standing to do business in California and **(ii)** shall Deliver to the other Party, upon request, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

**47. Tenant agrees to rent the Premises on the above terms and conditions.**

**A.** [X] **ENTITY TENANT:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)
(1) One or more Tenant is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
(2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 46** for additional items.
(3) The name(s) of the Legally Authorized Signer(s) is: ***Tak Soto*** , _____ .
(4) If a trust, identify Tenant as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
(5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: _____
_____ .

**B. TENANT SIGNATURE(S):**

(Signature) By, Tak Sato Date: 1/6/2025
Printed name of Tenant: ***STIIIZY Wildomar, LLC***
[X] Printed Name of Legally Authorized Signer: ***Tak Soto*** Title, if applicable, _____
Address _____ City _____ State ____ Zip _____
Telephone _____ Text ***(310)488-5707*** E-mail ***tak.soto@stiiizy.com***

(Signature) By, _____ Date: _____
Printed name of Tenant: _____
[ ] Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____
Address _____ City _____ State ____ Zip _____
Telephone _____ Text _____ E-mail _____
[ ] IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

[ ] **GUARANTEE:** In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: **(i)** guarantee unconditionally Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; **(ii)** consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and **(iii)** waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) _____
Guarantor _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ E-mail _____

**48. Landlord agrees to rent the Premises on the above terms and conditions:**

**A.** [X] **ENTITY LANDLORD:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

(1) One or more Landlord is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 46** for additional items.

(3) The name(s) of the Legally Authorized Signer(s) is: Edwin E. Manske, _____ .

(4) If a trust, identify the Landlord as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).

(5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: _____ _____.

**B. LANDLORD SIGNATURE(S):**

(Signature) By, Edwin E. Manske Date: 1/7/2025

Printed name of Landlord: The Manske Revocable Trust

[X] Printed Name of Legally Authorized Signer: Edwin E. Manske Title, if applicable, _____

Address _____ City _____ State ____ Zip _____

Telephone _____ Text _____ E-mail _____

(Signature) By, _____ Date: _____

Printed name of Landlord: _____

[ ] Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State ____ Zip _____

Telephone _____ Text _____ E-mail _____

[ ] IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

**Agency relationships are confirmed as above. Real estate brokers who are not also Landlords in this agreement are not a party to the agreement between Landlord and Tenant.**

Real Estate Broker (Tenant Brokerage Firm) United Real Estate Group Lic. # 01025270

By (Agent) Jeff Nauta Lic. # 01252859 Date 1/6/2025

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

Real Estate Broker (Landlord Brokerage Firm) Scout Property Management Lic. # 01816722

By (Agent) _____ Lic. # 01264425 Date 1/6/2025

Address 41955 Fourth Street; Suite 102 City Temecula State CA Zip 92590

Telephone (951)200-7695 Fax _____ E-mail grattan@myscoutpm.com

Landlord's Initials EEM / _____ Tenant's Initials TS / _____

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CALIFORNIA ASSOCIATION OF REALTORS®

# ADDENDUM No. 1

**(C.A.R. Form ADM, Revised 12/21)**

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR ☐ Residential Lease or Month-to-Month Rental Agreement, ☐ Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), ☒ Other *Commercial Lease Agreement*, dated *December 27, 2024*, on property known as *33980 Mission Trail Unit AB Wildomar, CA 92595* ("Property/Premises"), in which *STIIIZY Wildomar, LLC* is referred to as ("Buyer/Tenant") and *The Manske Revocable Trust* is referred to as ("Seller/Landlord"). Buyer/Tenant and Seller/Landlord are referred to as the "Parties."

*1: NNN LEASE: This is a NNN Lease with the Tenant responsible for their proportion of all center expenses including (but not limited to) maintenance, taxes, insurance, parking lot, landscape, rubbish pick up, etc. The NNN expense is currently calculated at $0.28/SF/MO at commencement of the lease ($707.56/MO). Current NNN expenses are calculated for the 2024 year, and shall be calculated each subsequent year to ensure proper billing. Tenants will receive an accounting of the expenses yearly; if there is an overage in payments Tenants will receive a credit, if there is a shortage Tenants will be invoiced for the balance due. In the event that there is a shortage Tenants will pay the NNN balance due within 90 days of billing. NNN expenses shall be billed as additional rent.*

*2: OPTION PERIOD: The initial 8 months of lease agreement and tenancy shall be an Option to Lease based upon the terms of the Commercial Lease Agreement dated 12/27/2024. Tenant shall pay a fee of $5,000.00 per month ("Option Fee") for the eight (8) months Option to Lease. The Option Fees incurred during this 8 month period shall be non-refundable. Tenant shall have eight (8) months to exercise the Option to Lease. NNN Charges will not be incurred by Tenant during the Option Period. This Option Period is referred to as the "Entitlement Period."*

*3: ENTITLEMENT PERIOD: During the Entitlement Period, at Tenant's sole cost and expense, Tenant shall be permitted to apply for and obtain permits, determinations, and approvals from governmental entities in furtherance of Tenant's intended use of the Property, which may include cannabis dispensary (collectively, the "Entitlements"). During the Entitlement Period, Tenant shall have the right to terminate the Lease with no further obligation, in Tenant's sole and absolute discretion, if Tenant has not obtained, or determines in Tenant's sole and absolute discretion that Tenant likely cannot obtain the necessary Entitlements.*

*4: On the date of opening, or by the ninth (9th) month (whichever comes first), the next First (1st) of the month the Base Rent shall increase to $10,000.00/month ($10,707.56 total monthly including NNN charges). The Base Rent shall increase 3% on an annual basis, commencing in the second year after opening.*

*5: Suites A and B are approximately 2,527 square feet.*

**The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this Addendum.**

Buyer/Tenant Signed by: Tak Sato 1/6/2025 Date
*STIIIZY Wildomar, LLC*

Buyer/Tenant _____ Date _____

Seller/Landlord DocuSigned by: Edwin E. Manske 1/7/2025 Date
*The Manske Revocable Trust*

Seller/Landlord _____ Date _____

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EQUAL HOUSING OPPORTUNITY

CALIFORNIA ASSOCIATION OF REALTORS®

# ADDENDUM No. 2

**(C.A.R. Form ADM, Revised 12/21)**

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR ☐ Residential Lease or Month-to-Month Rental Agreement, ☐ Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), ☒ Other *Commercial Lease Agreement*, dated *December 27, 2024*, on property known as *33980 Mission Trail Unit AB Wildomar, CA 92595* ("Property/Premises"), in which *STIIIZY Wildomar, LLC* is referred to as ("Buyer/Tenant") and *The Manske Revocable Trust* is referred to as ("Seller/Landlord"). Buyer/Tenant and Seller/Landlord are referred to as the "Parties."

*1: OPTION TO RENEW: This is a Ten (10) year lease where Tenant shall be provided with Two (2) options to renew for Five (5) years commencing immediately upon expiration of the original term. Tenant may exercise this right to extend by delivering written notice to Landlord no less than 180 days before the end of the current term.*

*2: LATE FEES: Late fee is 5% of the monthly amount due and posts on the 6th day of the month. Late fee in year one is based upon 5% of year one lease. Subsequent years' late fees shall increase in conjunction with scheduled yearly rent increases.*

*3: AGREED USE: Upon obtaining all necessary City and State licenses and approvals, Tenants may use the Premises for any cannabis business or cannabis-related business, including, without limitation, distribution and sale of cannabis and cannabis products, whether at retail or wholesale prices and whether for medicinal or recreational use, cannabis or cannabis product manufacturing, processing, testing, or any other legal use related to cannabis so long as such use is operated under such license and all governmental authorizations per all applicable State and Local laws. Cultivation of cannabis is not permitted under any circumstances.*

*4: TENANT BROKER COMMISSION: The Landlord agrees to pay the Tenant's Broker a total commission of $25,000, to be disbursed as follows:*

*a: Initial Payment: The first payment of $15,000 shall be made to the Tenant's Broker upon the Tenant opening for business and meeting the following conditions:*

*- Tenant is paying the Base Rent of $10,000.00 per month and NNN charges of $707.56 per month.*

*b: Second Payment: The second payment of $10,000 shall be made to the Tenant's Broker one year after the Tenant has opened for business, provided the following conditions are met:*

*- Tenant has not defaulted on the lease; and*

*- Tenant is current on all Rent and NNN obligations, with no arrears or past-due amounts.*

*The Landlord's obligation to make these payments is contingent on the Tenant's compliance with the specified conditions.*

Signed by:
Jeff Nauta — Jeff Nauta — 1/6/2025
424937D008E4463...

**The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this Addendum.**

Signed by:
Buyer/Tenant Tak Sato — Date 1/6/2025
*STIIIZY Wildomar, LLC*

Buyer/Tenant _____ Date _____

DocuSigned by:
Seller/Landlord Edwin E. Manske — Date 1/7/2025
*The Manske Revocable Trust*

Seller/Landlord _____ Date _____

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EQUAL HOUSING OPPORTUNITY

Docusign Envelope ID: 87D28740-3908-4EA6-847C-E081F967A943

**EXHIBIT**
**Rules and Regulations for Shopping Center and Office and Industrial Space**

The following terms and conditions are hereby incorporated in and made a part of the Commercial Lease Agreement, OR ☐ Other _____ dated December 27, 2024, on the property known as 33980 Mission Trail; Unit A&B, Wildomar, CA 92595 _____("Property/Premises") in which STIIIZY Wildomar, LLC is referred to as ("Tenant" or "Lessee") and The Manske Revocable Trust is referred to as ("Owner" or "Lessor").

## GENERAL RULES

1. Lessee, its employees and/or its agents shall not obstruct, impair or destroy any common areas, including (but not limited to) driveways, walkways, and stairways.
2. Lessor reserves the right to refuse access to any persons Lessor, in good faith, judges to be a threat to the safety, reputation, or property of the Premises and its occupants.
3. Lessee shall not make or permit any noise or odors that annoy or interfere with other lessees or persons having business within the Shopping Center, Office or Industrial Space.
4. Lessee shall not keep animals or birds within the Shopping Center, Office or Industrial Space (unless Lessee's sole use is designated as a "Pet Shop") and shall not bring bicycles, motorcycles or other vehicles into areas not designated as authorized for same.
5. Less shall not make, suffer or permit litter except in appropriate receptacles for that purpose and agree to break up all boxes and place in the rubbish container. Lessee has one key for rubbish enclosure and for the roof ladder.
6. Lessee shall not alter any lock or install new or additional locks or bots without written consent of Lessor.
7. Lessee, its employees and/or its agents shall not deface the walls, partitions, or other surfaces of the Premises.
8. Lessee shall not employ any service or contractor for services or work to be performed in the Premises, except as approved by Lessor.
9. Lessee shall return all keys at the termination of its tenancy and shall be responsible for the cost of replacing any keys that are lost.
10. No Lessee, employee, or agent of Lessee shall go up on the roof of the building without written permission of the Lessor.
11. Lessee shall comply and enforce all ordinances regulating smoking in public places.
12. Lessee shall not use any additional method of heating or air conditioning without consent of Lessor.
13. Lessee shall not install, maintain or operate any vending machines upon the Premises without Lessor's written consent. ATM Machines are excluded from this clause. Tenants may install ATM machines. DS Initial
14. The Premises shall not be used for lodging or manufacturing, cooking or food preparation without Lessor's written consent.
15. Lessee shall comply with all safety, fire protection, and evacuation regulations established by Lessor or any applicable governmental agency.
16. Lessor reserves the right to waive any one of these rules and regulations, and/or as to any particular Lessee, and any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to such Lessee.

**Tenant's Initials** (Initial)(_____) **Landlord's Initials** (DS)(_____)

Docusign Envelope ID: 87D28740-3908-4EA6-847C-E081F967A943

17. Lessee assumes all risks from theft or vandalism and agrees to keep its Premises locked and secured as may be required.

18. Lessor reserves the right to make such other reasonable rules and regulations as it may from time-to-time deem necessary for the appropriate operation and safety of the Shopping Center, Office or Industrial Space and its occupants. Lessee agrees to abide by these and such rules and regulations.

## PARKING RULES

1. Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, shippers or customers, to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.

2. Users of the parking area will obey all posted signs and park only in the areas designated for vehicle parking.

3. The maintenance, washing, waxing, or cleaning of vehicles in the parking area or common areas is strictly prohibited.

4. Lessee shall be responsible for seeing that all of its employees, agents, and customers, comply with the applicable parking rules and regulations, laws, and agreements.

5. Lessor reserves the right to modify these rules and/or adopt such other reasonable and non-discriminatory rules and regulations as it may deem necessary for the proper operation of the parking area.

6. Such parking use as is herein provided is intended merely as a license only, and no bailment is intended or shall be created hereby.

Signed by:
Tak Sato
1/6/2025

Signature of Tenant — Date

Tak Sato

Printed Name of Tenant

Signature of Tenant — Date

Printed Name of Tenant

DocuSigned by:
Edwin E. Manske
1/7/2025

Signature of Rental Property Owner — Date

Edwin E. Manske

Printed Name of Rental Property Owner

Signature of Rental Property Owner — Date

Printed Name of Rental Property Owner

# APPLICANT INFORMATION VERIFICATION LETTER

STIIIZY Applicant Information Verification Letter

November 25th, 2024

City of Wildomar Planning Department
23873 Clinton Keith Rd, Suite 201
Wildomar, CA 92595

To whom it may concern:

I, Tak Sato, the President and authorized signatory of STIIIZY Wildomar LLC dba STIIIZY Mission Trail, do authorize the City of Wildomar to verify information contained in STIIIZY Wildomar LLC dba STIIIZY Mission Trail's application to operate a cannabis store at 33980 Mission trail, Ste # A and B, Wildomar, CA 92595.

Sincerely,

Tak Sato
2001 S. Alameda Street
Los Angeles, CA 90058
310-488-5707
tak.sato@stiiizy.com

# OWNER INFORMATION VERIFICATION LETTER

December 16th, 2024

City of Wildomar Planning Department
23873 Clinton Keith Rd, Suite 201
Wildomar, CA 92595

To whom it may concern:

We, Edwin and Janice Manske, the property owners and authorized signatories of The Manske Revocable Trust, owner of the real property at 33980 Mission Trail, Ste #A and B, Wildomar, CA 92595, do authorize the City of Wildomar to verify information contained in STIIIZY Wildomar LLC dba STIIIZY Mission Trail's application to operate a cannabis store at 33980 Mission Trail, Ste # A and B, Wildomar, CA 92595.

Sincerely,

Edwin E Manske 1-7-25

Edwin E Manske
Property Owner
P.O. Box 1209
Wildomar, CA 92595

Janice Lee Manske 1-7-25

Janice Lee Manske
Property Owner
P.O. Box 1209
Wildomar, CA 92595

# ORGANIZATIONAL STATUS

202464711423

**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) 657-5448

For Office Use Only

**-FILED-**

File No.: 202464711423

Date Filed: 11/22/2024

| | |
|---|---|
| Limited Liability Company Name | |
| Limited Liability Company Name | STIIIZY Wildomar LLC |
| Initial Street Address of Principal Office of LLC | |
| Principal Address | 728 E. COMMERCIAL STREET<br>LOS ANGELES, CA 90012 |
| Initial Mailing Address of LLC | |
| Mailing Address | 2001 S. ALAMEDA STREET.<br>LOS ANGELES, CA 90058 |
| Attention | Legal |
| Agent for Service of Process | |
| California Registered Corporate Agent (1505) | LEGALINC REGISTERED AGENTS, INC.<br>Registered Corporate 1505 Agent |
| 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.

*Jennifer Pratt*
Organizer Signature

*11/22/2024*
Date

B3214-5268 11/22/2024 1:40 PM Received by California Secretary of State

# OWNER AUTHORIZATION FOR USE OF PROPERTY

Owner Authorization Verification
Letter For Use of Property

December 16th, 2024

City of Wildomar Planning Department
23873 Clinton Keith Rd, Suite 201
Wildomar, CA 92595

To whom it may concern:

We, Edwin and Janice Manske, the property owners and authorized signatories of The Manske Revocable Trust, owner of the real property at 33980 Mission Trail, Ste #A and B, Wildomar, CA 92595, do authorize the STIIIZY Wildomar LLC dba STIIIZY Mission Trail to operate a commercial cannabis Type 10 Storefront Retailer with Delivery services at 33980 Mission Trail, Ste #A and B, Wildomar, CA 92595. I also acknowledge that STIIIZY Wildomar LLC dba STIIIZY Mission Trail has submitted a Local License and a CUP/Development Agreement Application to operate a commercial cannabis business at 33980 Mission Trail, Ste #A and B, Wildomar, CA 92595.

Sincerely,

Edwin E Manske 1-7-25

Edwin E Manske
Property Owner
P.O. Box 1209
Wildomar, CA 92595

Janice Lee Manske 1-7-25

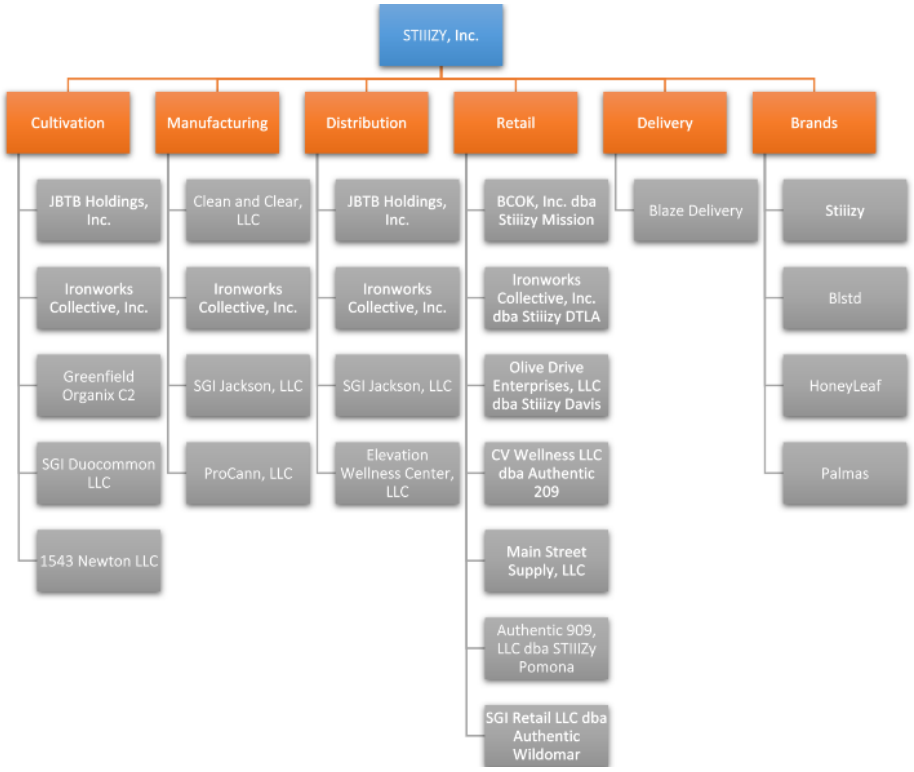
Janice Lee Manske
Property Owner
P.O. Box 1209
Wildomar, CA 92595

# STATEMENT OF QUALIFICATIONS

STIIIZY

## STATEMENT OF QUALIFICATIONS

The applicant, STIIIZY Wildomar LLC d/b/a STIIIZY Wildomar Mission Trail, is a subsidiary of STIIIZY Inc, one of the only truly fully vertically integrated cannabis companies based in California. STIIIZY is the parent entity and owner of various other cannabis retail, manufacturing, cultivation, distribution, real estate and IP assets. See example below for a partial illustration of STIIIZY Inc organizational structure and a table outlining all operational retail stores:




| Business Name<br>DBA Name | Location | State License # | Original Issue Date | Operational Since | Type |
|---|---|---|---|---|---|
| BCOK Inc.<br>STIIIZY Mission | 3326 Mission St<br>San Francisco, CA 94110 | C10-0000053-LIC | 5/17/18 | 6/8/2018<br>9/28/2019 | Retail |
| Ironworks Collective, Inc.<br>STIIIZY DTLA | 718 Commercial St<br>Los Angeles, CA 90012 | C10-0000346-LIC | 7/2/19 | 8/24/2019 | Retail |
| Olive Drive Enterprises, LLC<br>STIIIZY Davis | 965 Olive Drive, Suite G1<br>Davis, CA 95616 | C10-0000112-LIC | 12/5/18 | 10/26/2019 | Retail |
| CV Wellness, LLC<br>Authentic 209 | 426 McHenry Ave<br>Modesto, CA 95350 | C10-0000448-LIC | 12/30/18 | 12/19/24 | Retail |

| | | | | | |
|---|---|---|---|---|---|
| Main Street Supply LLC<br>STIIIZY Alameda | 1528 Webster Street<br>Alameda, CA 94501 | C10-0000623-LIC | 9/24/19 | 2/7/20<br>7/24/2021 (STIIIZY) | Retail |
| Strategic Green Partners LLC<br>STIIIZY Palm Desert | 72180 Highway 111 Palm Desert, CA 92260 | C10-0000275-LIC | 12/19/18 | 2/28/2020 (Authentic)<br>11/19/2022 (STIIIZY) | Retail |
| United 415, Inc.<br>STIIIZY Union Square | 180 O'Farrell St<br>San Francisco, CA 94102 | C10-0000713-LIC | 5/12/20 | 10/9/2020 | Retail |
| Screaming Eagle<br>STIIIZY Jurupa Valley | 5434 Mission Blvd<br>Jurupa Valley, CA 92509 | C10-0000661-LIC | 12/6/19 | 11/20/2020 | Retail |
| Colay Health Center<br>STIIIZY MoValley | 14070 Perris Blvd<br>Moreno Valley, CA 92553 | C10-0000720-LIC | 6/3/20 | 1/9/21 | Retail |
| KMBM, Inc.<br>Authentic 415 | 165 Mississippi St.<br>San Francisco, CA 94107 | C10-0000768-LIC | 12/23/20 | 1/23/21 | Retail |
| TERP Inc.<br>STIIIZY Vista | 415 La Tortuga Dr.<br>Vista, CA 92081 | C10-0000780-LIC | 2/2/21 | Med: 5/22/2021<br>Rec: 8/13/2021 | Retail |
| SGI Retail LLC<br>STIIIZY Wildomar | 36330 Hidden Springs Rd, Ste B&C<br>Wildomar, CA 92595 | C10-0000810-LIC | 5/10/21 | 6/19/2021 | Retail |
| Authentic 909 LLC<br>STIIIZY Pomona | 1605 W Holt Ave.<br>Pomona, CA 91768 | C10-0000820-LIC | 6/2/21 | 6/26/2021 | Retail |
| Positive Vibe<br>STIIIZY Parkmerced | 61 Cambon Dr.<br>San Francisco, CA 94132 | C10-0000825-LIC | 6/10/21 | 7/17/2021<br>7/1/2023 (STIIIZY) | Retail |
| SGI Suisun LLC<br>STIIIZY Suisun | 521 Railroad Ave.<br>Suisun City, CA 94585 | C10-0000848-LIC | 7/26/21 | 8/7/2021 | Retail |
| SGI Marina LLC<br>STIIIZY Marina | 3170 Del Monte Blvd.<br>Marina, CA 93933 | C10-0000864-LIC | 8/13/21 | 8/28/2021 | Retail |
| SGI Benicia LLC<br>STIIIZY Benicia | 160 E N St.<br>Benicia, CA 94510 | C10-0000879-LIC | 9/7/21 | 9/25/2021 | Retail |

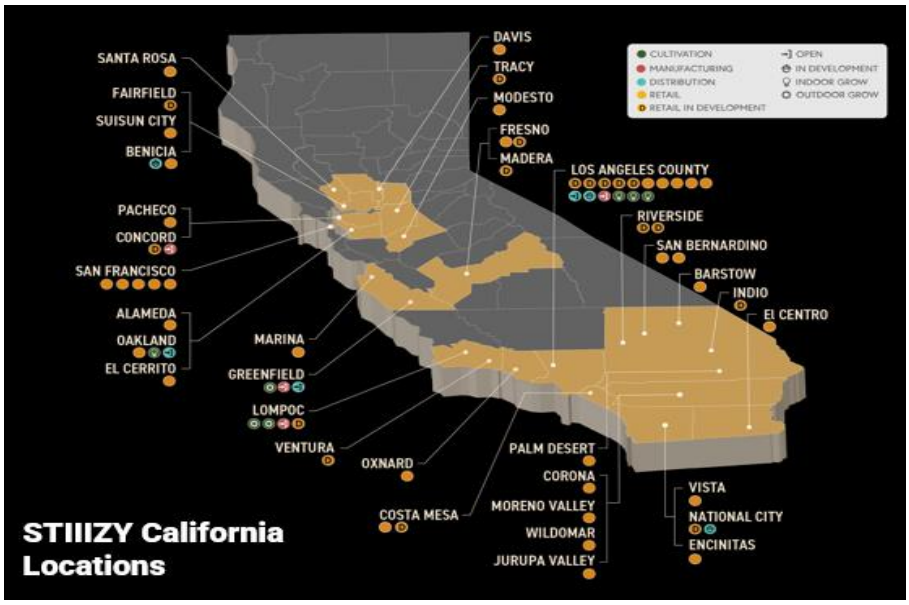
| | | | | | |
|---|---|---|---|---|---|
| SGI Pacheco LLC<br>STIIIZY Pacheco | 5753 Pacheco Blvd.<br>Pacheco, CA 94553 | C10-0000889-LIC | 9/15/21 | 10/16/21 | Retail |
| SGI Santa Rosa LLC<br>STIIIZY Santa Rosa | 3175 Range Ave.<br>Santa Rosa, CA 95403 | C10-0000991-LIC | 3/21/22 | 4/30/22 | Retail |
| VPCG LLC<br>STIIIZY Western | 1570 S Western Ave, Ste 102 & 104<br>Los Angeles, CA 90006 | C10-0001015-LIC | 5/18/22 | 6/18/2022 | Retail |
| Planet Neptune LLC<br>STIIIZY PCH Wilmington | 1026 W Pacific Coast Hwy<br>Wilmington, CA 90744 | C10-0001030-LIC | 5/9/22 | 7/23/2022 | Retail |
| Genetics Dispensary LLC<br>STIIIZY Pacoima | 11071 N San Fernando Rd<br>Pacoima, CA 91331 | C10-0001034-LIC | 5/18/22 | 9/10/2022 | Retail |
| Shryne Barstow LLC<br>STIIIZY Barstow | 2560 High Point Pkwy, Ste A-2 and A-3<br>Barstow, CA 92311 | C10-0001106-LIC | 6/21/22 | 10/20/2022 | Retail |
| SGI Brannan LLC<br>STIIIZY SoMa | 518 Brannan St.<br>San Francisco, CA 94107 | C10-0001058-LIC | 6/7/22 | 1/28/2023 | Retail |
| Shryne Harbor LLC<br>STIIIZY Costa Mesa | 2710 Harbor Blvd<br>Costa Mesa, CA 92626 | C10-0001220-LIC | 2/1/23 | 5/13/2023 | Retail |
| Authentic El Cerrito LLC<br>STIIIZY El Cerrito | 10770 San Pablo Ave<br>El Cerrito, CA 94530 | C10-0001085-LIC | 6/16/22 | 6/3/2023 | Retail |
| SGI Oxnard LLC<br>STIIIZY Oxnard | 2343 N Oxnard Blvd<br>Oxnard, CA 93036 | C10-0001084-LIC | 6/16/22 | 7/15/2023 | Retail |
| Authentic 510 LLC<br>STIIIZY Oakland | 2040 Telegraph Ave<br>Oakland, CA 94612 | C10-0001238-LIC | 3/15/23 | 9/30/2023 | Retail |
| Authentic El Centro LLC<br>STIIIZY El Centro | 3009 S Dogwood Rd<br>El Centro, CA 92243 | C10-0001107-LIC | 6/21/22 | 10/28/24 | Retail |
| Shryne Corona LLC<br>STIIIZY Corona | 1365 E 6th St<br>Corona, CA 92879 | C10-0001269-LIC | 4/26/23 | 11/18/2023 | Retail |

| | | | | | |
|---|---|---|---|---|---|
| Authentic Fresno Willow<br>STIIIZY Fresno | 6929 N Willow Ave, Ste 103-104<br>Fresno, CA 93710 | C10-0001305-LIC | 5/30/2023 | 5/11/2024 | Retail |
| STIIIZY North Hollywood | 6218-6228 Lankershim Blvd<br>North Hollywood, CA 91606 | C10-0001330-LIC | 6/22/2023 | 3/9/2024 | Retail |
| SGI Encinitas AP LLC STIIIZY Encinitas | 1030 N. Coast Highway 101<br>Encinitas, CA. 92024 | C10-0001435-LIC | 3/12/2024 | 5/11/24 | Retail |
| Shryne Paularino LLC STIIIZY South Coast | 675 Paularino Ave. Suite C-E<br>Costa Mesa, CA. 92626 | C10-0001368-LIC | 7/10/2023 | 10/5/24 | Retail |
| Nibble Easy LLC<br>STIIIZY San Bernardino | 1181 S E St.<br>San Bernardino, CA 92408 | C12-0000189 | 7/17/19 | 7/17/19 | Storefront Retail<br>Distributor<br>Manufacturing |
| Nibble 390H LLC<br>STIIIZY San Bernardino | 390 N H St.<br>San Bernardino, CA 92410 | C12-0000340 | 3/9/21 | 3/9/21 | Storefront Retail<br>Distributor<br>Manufacturing |
| Focus Group Enterprise LLC<br>STIIIZY Ferndale | 642 E9 Mile Rd. Ste 1B<br>Ferndale, MI 48220 | PC-000642<br>AU-R-00587 | 1/7/22 | 8/27/22 | Retail |
| Focus Group Enterprise LLC<br>STIIIZY Kalamazoo | 5305 Portage Rd,<br>Portage, MI 48220 | PC-000750<br>AU-R-000608 | 9/6/22 | 11/5/22 | Retail |
| Focus Group Enterprises LLC<br>STIIIZY Battle Creek | 859 Capital Ave SW,<br>Battle Creek, MI 49015 | PC-000824<br>AU-R-000809 | 11/19/22 | 11/19/22 | Retail |
| Shryne Indio LLC<br>STIIIZY Indo | 82900 Ave 42, Ste G103-106 Indio, CA 92203 | C10-0001495-LIC | 10/9/24 | 11/20/24 | Retail |
| Shryne Artesia LLC<br>STIIIZY Artesia | 11729 South St. Ste E. Artesia, CA 90701 | C10-0001507-LIC | 11/1/24 | 11/21/24 | Retail |

| | | | | | |
|---|---|---|---|---|---|
| Shryne Ventura LLC<br>STIIIZY Ventura | 1860 S Victoria Ave, Ventura, CA 93003 | C10-0001515-LIC | 11/15/24 | 12/3/24 | Retail |

Copies of the above licenses can be provided upon request and are also available at the DCC Website.[1]

The success of STIIIZY's 42 retail stores across California and Michigan reflect STIIIZY's rise as the preeminent cannabis dispensary operator in the State. In these highly competitive and highly regulated jurisdictions, STIIIZY retail stores are on pace in 2024 to have annual revenues in excess of $18M per store, which is more than 5 times the annual revenue of the average dispensary in California according to data from the California Department of Tax and Fee Administration.




[1] https://search.cannabis.ca.gov/

STIIIZY

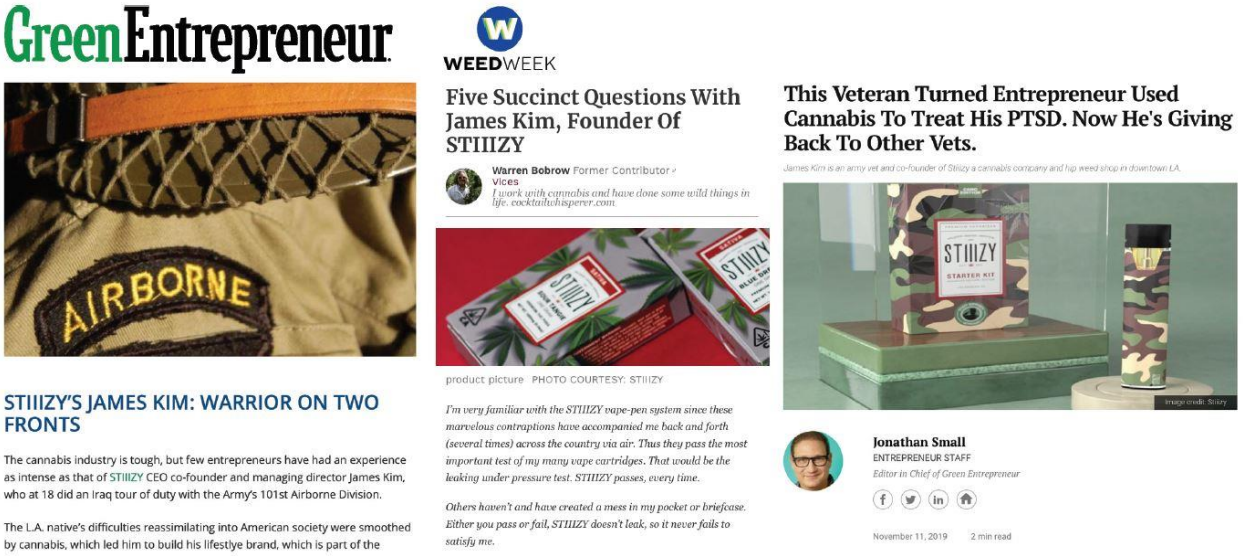
## LEADERSHIP

The STIIIZY Mission Trail extraordinary track record of success can be attributed to its leadership. The leaders of STIIIZY Mission Trail, James Kim and Tak Sato together who together have 20 years of experience in different aspects of the cannabis business which are essential to the success of the business. Together they have also built an invaluable team around them from within the cannabis industry and from other industries such as finance, legal, compliance, and beverages to build the number one cannabis retail company in California.



**James Kim, Co-Founder and Managing Director**

An army veteran, James discovered the benefits of cannabis 10 years ago after serving a 13-month tour in Iraq with the 101st Airborne Division. Having witnessed other fellow veterans becoming addicted to alcohol and opioids while battling PTSD from their deployment, James was determined to overcome his PTSD without becoming addicted to drugs or alcohol and to introduce others suffering from physical or mental trauma to the healing effects of cannabis. James devoted 6 months of his life to researching the benefits of cannabis after his tour ended and cannabis helped him safely overcome his PTSD. James went on to found Stiiizy – a cannabis vape pen, flower and pre-rolls, – cannabis-infused gummies, and other cannabis brands in 2016. Since then, these brands have developed an avid following in California and are sold in 80% of retail dispensaries across the state. At STIIIZY, James continues to build brand recognition and a loyal customer base with loyal fans lining up at our dispensary grand openings. No other cannabis retail store has its own product line which comes close to driving product loyalists to their retail stores quite like ours. James has also managed numerous dispensaries including Ironworks Collective, 1212 Broadway Medical Center Inc., and 10 Spot Collective in Santa Ana and learned every aspect of the cannabis retail business. James's unique knowledge of retail operations and product development puts him in a prime situation to understand how to maximize sales through curating products geared towards each store and its community. At STIIIZY Misson Trail, James will oversee and be responsible for implementing every aspect of the business from curating in-house products and third-party products, supervising the implementation of Standard Operating Procedures, staffing levels, etc. James is frequently featured on Forbes, Hollywood Reporter, and Green Market Report as an expert in cannabis retail branding.



Green Entrepreneur




STIIIZY'S JAMES KIM: WARRIOR ON TWO FRONTS

The cannabis industry is tough, but few entrepreneurs have had an experience as intense as that of STIIIZY CEO co-founder and managing director James Kim, who at 18 did an Iraq tour of duty with the Army's 101st Airborne Division.

The L.A. native's difficulties reassimilating into American society were smoothed by cannabis, which led him to build his lifestyle brand, which is part of the

WEEDWEEK

Five Succinct Questions With James Kim, Founder Of STIIIZY

Warren Bobrow Former Contributor
Vices
I work with cannabis and have done some wild things in life. cocktailwhisperer.com



product picture PHOTO COURTESY: STIIIZY

*I'm very familiar with the STIIIZY vape-pen system since these marvelous contraptions have accompanied me back and forth (several times) across the country via air. Thus they pass the most important test of my many vape cartridges. That would be the leaking under pressure test. STIIIZY passes, every time.*

*Others haven't and have created a mess in my pocket or briefcase. Either you pass or fail, STIIIZY doesn't leak, so it never fails to satisfy me.*

This Veteran Turned Entrepreneur Used Cannabis To Treat His PTSD. Now He's Giving Back To Other Vets.

James Kim is an army vet and co-founder of Stiizy a cannabis company and hip weed shop in downtown LA.




Image credit: Stiizy



Jonathan Small
ENTREPRENEUR STAFF
Editor in Chief of Green Entrepreneur

November 11, 2019 2 min read



**Tak Sato, President**

Tak Sato brings a wealth of experience in cannabis law and cannabis compliance to STIIIZY Mission Trail. As a graduate of Columbia Law School, Tak has over 11 years of experience advising companies on corporate governance and federal, state, and local in compliance. At Latham & Watkins and Morrison & Foerster, Tak advised businesses and government agencies on cannabis regulations and compliance. He is a seasoned veteran in incorporating appropriate corporate governance and controls into a cannabis business. Tak is considered a leading expert in cannabis industry best practices from a government and business perspective. Previously, Tak represented MedMen in obtaining the first ever antitrust HSR approval from the Department of Justice in a cannabis merger transaction. Tak has negotiated and executed over 20 development agreements with cities on behalf of STIIIZY and works closely with the operations team to ensure that all commitments made to cities at time of the issuance of the license are fulfilled.

## RESUMES

Resumes for leadership are found on the following pages.

STIIIZY
EST. 2017

JAMES KIM
JAMES@STIIIZY.COM

**Overview**
James Kim is the co-creator of STIIIZY, one of the most popular brands today in the country's state-regulated cannabis industry, and sold in multiple states. STIIIZY is consistently ranked among the top 10 best-selling cannabis brands in California, the world's largest legal cannabis market. Today STIIIZY is a vertically integrated cannabis holding company with an asset and license portfolio that spans the Golden State and employs hundreds of people.

**STIIIZY, Inc., Los Angeles, CA** — *CEO*
JULY 2019 - PRESENT

- Oversee STIIIZY's efforts to bring California cannabis brands to life for consumers as part of the executive leadership team.
- Lead the innovation and development of STIIIZY's advanced cannabis delivery systems across multiple brands.
- Guide the overall vision around architecture, art and design for STIIIZY's retail properties, including the flagship experiential retail STIIIZY store in Downtown Los Angeles.

**STIIIZY** — *Co-founder*
JULY 2017 - PRESENT

- Spearhead brand and marketing integration efforts for the award-winning STIIIZY brand.
- Facilitate STIIIZY's lifestyle and apparel partnerships.
- Oversee technology and innovation for the product development team.

**Kilo E-Liquids** — *CEO*
OCTOBER 2008 - PRESENT

- Co-founded internationally recognized, award-winning vaporizer brand.
- Led technology and innovation development efforts for Kilo's e-liquid delivery system devices.
- Developed the brand's vision, lifestyle and cultural marketing efforts.

**US Army** – *Specialist*
AUGUST 2006 - JANUARY 2010
Served in the 101st Airborne Division, including one tour in Iraq.

STIIIZY

# Tak Sato

3562 Kelton Avenue, Los Angeles, CA 90034 Tel: 310-488-5707 Email: taksato25@gmail.com

## EXPERIENCE

**STIIIZY Inc.**, Los Angeles, CA — September 2019- Present
*President*
Lead STIIIZY's retail expansion efforts throughout California and nationally. Obtained 20 cannabis retail licenses and a distribution license and obtained all entitlements in order to efficiently begin operations. Oversee real estate, compliance, entitlement and research divisions within the Development Department.

**MedMen**, Culver City, CA — March 2018 – August 2019
*Vice President of Acquisitions and Licensing*
Advise all business units on business, legal and compliance issues in connection with mergers, acquisitions, joint ventures, commercial transactions and litigation. Signed and closed 15 cannabis related transactions worth over $300 million. Head of Licensing Department which obtains cannabis licenses through a competitive process.

**Snell & Wilmer L.L.P.**, Los Angeles, CA — March 2015 – March 2018
*Corporate Associate*
Represent clients in mergers and acquisitions, joint ventures and various commercial transactions. Representative matters include representing:

- La Tavola, a high-end linen rental company, in its sale to the Frontenac Company.
- Quidel Corporation, a publicly traded manufacturer of diagnostic healthcare products, in its acquisition of InflammaDry and AdenoPlus businesses from RPS Diagnostics.
- Quidel Corporation in its acquisition of Immutopics, Inc., a bone health diagnostics company.
- HealthiestYou, a mobile patient engagement company, in its sale to Teladoc, Inc.

**Morrison & Foerster LLP**, Tokyo, Japan — May 2012 – September 2014
*Corporate Associate*
Represent clients in mergers and acquisitions, joint ventures and various commercial transactions. Representative matters include representing:

- The Carlyle Group in its acquisition of Walbro Engine Management, a manufacturer of small engine carburetors.
- Ajinomoto, a publicly traded Japanese food and chemical company, in its acquisition of Althea Technologies, a clinical drug process development and manufacturing services company.
- NTT Communications, a publicly traded information and communications technology company, in its acquisition of Solutionary Inc., a cloud network security services company.

**Latham & Watkins LLP**, Los Angeles, CA — May 2006 – April 2012
*Corporate Associate (August 2006 – March 2010)*
Represent clients in mergers and acquisition transactions, security offerings and various SEC filings. Representative matters include representing:

- Keystone Automotive Industries, a publicly traded distributor of specialty automotive equipment, in its sale to LKQ Corp.
- FTD Group, a publicly traded floral delivery service company, in its sale to United Online, Inc.
- Yucaipa Companies in its PIPE transaction with the Great Atlantic & Pacific Tea Company.

## EDUCATION

**Columbia University Law School**, New York, NY — J.D. 2006
*Honors*: Harlan Fiske Stone Scholar
*Activities*: Journal of Transnational Law

**U.C. Berkeley** — B.A. 2002
*Honors*: High Honors, Dean's List

STIIIZY

## FINANCIAL RESOURCES

See below from our FDIC insured bank East West Bank attesting to the $42,495,993 cash on hand we currently have with East West Bank. This will be more than sufficient to fund the start-up costs and to sustain operations in the city of Wildomar. As a subsidiary of a very profitable vertically integrated cannabis company, STIIIZY Mission Trail will not have to rely on debt or other third-party financing. The plan is to rely on gross profits to sustain operations and net profits for ongoing maintenance. Lastly, STIIIZY Inc. is prepared to provide funding assistance if the business requires extra capital, ensuring a strong foundation for success as it begins operation.

EAST WEST BANK

October 29, 2024

To whom it may concern:

Please find this letter to confirm the current balance for our client, Stiiizy Inc and its related accounts with East West Bank.

Current Balance: $42,495,933

If you have any questions or require further information, I may be reached by phone at: 408-568-1687 or by email Kathy.Huynh@eastwestbank.com

Warm Regards,

Kathy Huynh
VP, Portfolio Manager
East West Bank

# BUSINESS PLAN/OPERATIONS

STIIIZY

## Business/Operations Plan

With over 15,000,000 total transactions since inception and a leadership team comprised of veterans of the cannabis industry, STIIIZY Mission Trail is set up for success from day one. We will utilize over 100 Standard Operating Procedures for our retail operations which will be customized to meet and comply with all Wildomar specific cannabis laws and guidelines. Our operating experience, brand recognition and history of integrating into local communities will allow us to successfully serve a large number of customers as we have done at all our other locations, including our existing location on Hidden Springs Road.

Estimated Revenue

STIIIZY Mission Trail anticipates revenue of approximately $8,000,000 in the first year of operation with revenue of $9,205,366 and $10,125,903 in years 2 and 3 respectively. These conservative estimates are based on the following factors:

- Our success is built on a proven track record in the City of Wildomar. As the first STIIIZY store to open in the area, our strong brand recognition allowed us to capture a significant share of the market in Wildomar and its surrounding communities. Our flagship location at 36330 Hidden Springs Rd, Suite B & C, Wildomar, CA, has consistently performed, generating approximately $12 million in annual sales.

- The proposed new location at the intersection of Mission Trail and Bundy Canyon Rd is strategically positioned to build on this success. It will draw customers from the north side of Wildomar, benefit from high visibility to traffic along the 15 Freeway, and attract shoppers from nearby Lake Elsinore. Additionally, existing customers residing closer to this area will find it more convenient to shop at this location, further strengthening our foothold in the region. This combination of strategic placement and customer loyalty gives us confidence in the store's potential for success.

- Neighboring Murrieta, Temecula and Menifee alone have a combined population of approximately 340,000 people;

- Our internal market research indicates that the STIIIZY in-house brands such as STIIIZY, Honeyleaf, BLSTD and Sessions, are highly recognized by the residents within a 100-mile radius of our proposed location;

- Quality and price are the most important factors for cannabis consumers in the Wildomar area. Our in-house brands are the most tested and safest products due to the fact that STIIIZY is vertically integrated and controls our products from seed to sale. Due to our vertical integration, we are also able to sell our products at prices approximately 27% less than our competition.

Considering that our stores in Los Angeles, San Bernardino, Davis and San Francisco exceed well over $10M in annual revenue despite the high number of other cannabis dispensaries in

these cities, we expect to exceed our conservative estimate of $8,000,000 in revenue our first year.

**Please see below for our 10 Year Proforma.**

STIIIZY

| STIIIZY Wildomar LLC dba STIIIZY Mission Trail - 10 YEAR PRO-FORMA | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **OPERATING REVENUE** | **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5** | **Year 6** | **Year 7** | **Year 8** | **Year 9** | **Year 10** |
| Dispensary | $ 7,504,375.00 | $ 8,630,031.25 | $ 9,493,034.38 | $ 10,157,546.78 | $ 10,868,575.06 | $ 11,629,375.31 | $ 12,443,431.58 | $ 13,314,471.79 | $ 14,246,484.82 | $ 15,243,738.75 |
| Deliveries | 500,291.67 | 575,335.42 | 632,868.96 | 696,155.85 | 765,771.44 | 842,348.58 | 926,583.44 | 1,019,241.79 | 1,121,165.96 | 1,233,282.56 |
| **TOTAL OPERATING REVENUE** | **$ 8,004,666.67** | **$ 9,205,366.67** | **$ 10,125,903.33** | **$ 10,853,702.64** | **$ 11,634,346.50** | **$ 12,471,723.89** | **$ 13,370,015.02** | **$ 14,333,713.58** | **$ 15,367,650.78** | **$ 16,477,021.32** |
| | | | | | | | | | | |
| **RECEIPT TAXES** | **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5** | **Year 6** | **Year 7** | **Year 8** | **Year 9** | **Year 10** |
| Sales Tax (9%) | 700,408.33 | 805,469.58 | 886,016.54 | 949,698.98 | 1,018,005.32 | 1,091,275.84 | 1,169,876.31 | 1,254,199.94 | 1,344,669.44 | 1,441,739.37 |
| State Excise Tax (15%) | 1,200,700.00 | 1,380,805.00 | 1,518,885.50 | 1,628,055.40 | 1,745,151.97 | 1,870,758.58 | 2,005,502.25 | 2,150,057.04 | 2,305,147.62 | 2,471,553.20 |
| Local (Retail) Cannabis Tax (TBD%) | - | - | - | - | - | - | - | - | - | - |
| **TOTAL RECEIPT TAXES** | **1,901,108.33** | **2,186,274.58** | **2,404,902.04** | **2,577,754.38** | **2,763,157.29** | **2,962,034.42** | **3,175,378.57** | **3,404,256.97** | **3,649,817.06** | **3,913,292.56** |
| | | | | | | | | | | |
| **COST OF GOODS SOLD** | **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5** | **Year 6** | **Year 7** | **Year 8** | **Year 9** | **Year 10** |
| Dispensary | $ 4,727,756.25 | $ 5,436,919.69 | $ 5,980,611.66 | $ 6,399,254.47 | $ 6,847,202.29 | $ 7,326,506.45 | $ 7,839,361.90 | $ 8,388,117.23 | $ 8,975,285.44 | $ 9,603,555.42 |
| Inventory Logistics | 750,437.50 | 863,003.13 | 949,303.44 | 1,015,754.68 | 1,086,857.51 | 1,162,937.53 | 1,244,343.16 | 1,331,447.18 | 1,424,648.48 | 1,524,373.88 |
| Deliveries | 325,189.58 | 373,968.02 | 411,364.82 | 452,501.31 | 497,751.44 | 547,526.58 | 602,279.24 | 662,507.16 | 728,757.88 | 801,633.66 |
| **TOTAL COGS** | **$ 5,803,383.33** | **$ 6,673,890.83** | **$ 7,341,279.92** | **$ 7,867,510.46** | **$ 8,431,811.23** | **$ 9,036,970.56** | **$ 9,685,984.29** | **$ 10,382,071.57** | **$ 11,128,691.79** | **$ 11,929,562.96** |
| | | | | | | | | | | |
| **GROSS PROFIT** | **$ 2,201,283.33** | **$ 2,531,475.83** | **$ 2,784,623.42** | **$ 2,986,192.18** | **$ 3,202,535.27** | **$ 3,434,753.34** | **$ 3,684,030.73** | **$ 3,951,642.01** | **$ 4,238,958.99** | **$ 4,547,458.36** |
| | | | | | | | | | | |
| **OPERATING EXPENSES** | **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5** | **Year 6** | **Year 7** | **Year 8** | **Year 9** | **Year 10** |
| Accounting | $ 10,000.00 | $ 10,000.00 | $ 10,000.00 | $ 10,000.00 | $ 10,000.00 | $ 10,000.00 | $ 10,000.00 | $ 10,000.00 | $ 10,000.00 | $ 10,000.00 |
| Advertising and Promotion | 120,000.00 | 120,000.00 | 120,000.00 | 120,000.00 | 120,000.00 | 120,000.00 | 120,000.00 | 120,000.00 | 120,000.00 | 120,000.00 |
| Bank Service Charges | 3,600.00 | 3,600.00 | 3,600.00 | 3,600.00 | 3,600.00 | 3,600.00 | 3,600.00 | 3,600.00 | 3,600.00 | 3,600.00 |
| Business Licenses and Permits | 112,300.00 | 100,000.00 | 101,000.00 | 102,010.00 | 103,030.10 | 104,060.40 | 105,101.01 | 106,152.02 | 107,213.54 | 108,285.67 |
| Regulatory License | 142,615.60 | 142,615.60 | 142,615.60 | 142,615.60 | 142,615.60 | 142,615.60 | 142,615.60 | 142,615.60 | 142,615.60 | 142,615.60 |
| Computer and Internet | 14,400.00 | 14,400.00 | 14,400.00 | 14,400.00 | 14,400.00 | 14,400.00 | 14,400.00 | 14,400.00 | 14,400.00 | 14,400.00 |
| Continuing Education | 6,000.00 | 6,000.00 | 6,000.00 | 6,000.00 | 6,000.00 | 6,000.00 | 6,000.00 | 6,000.00 | 6,000.00 | 6,000.00 |
| Facility Maintenance (repairs, filters, uniform maintenance, landscaping, etc) | 30,000.00 | 30,000.00 | 30,000.00 | 30,000.00 | 30,000.00 | 30,000.00 | 30,000.00 | 30,000.00 | 30,000.00 | 30,000.00 |
| FlowHub Services | 7,200.00 | 7,920.00 | 7,920.00 | 7,920.00 | 7,920.00 | 7,920.00 | 7,920.00 | 7,920.00 | 7,920.00 | 7,920.00 |
| Insurance | 16,009.33 | 18,410.73 | 20,251.81 | 21,707.41 | 23,268.69 | 24,943.45 | 26,740.03 | 28,667.43 | 30,735.30 | 32,954.04 |
| Office Supplies | 4,002.33 | 4,602.68 | 5,062.95 | 5,426.85 | 5,817.17 | 6,235.86 | 6,685.01 | 7,166.86 | 7,683.83 | 8,238.51 |
| Payroll Processing | 3,000.00 | 3,000.00 | 3,000.00 | 3,000.00 | 3,000.00 | 3,000.00 | 3,000.00 | 3,000.00 | 3,000.00 | 3,000.00 |
| Postage and Delivery | 1,600.93 | 1,841.07 | 2,025.18 | 2,170.74 | 2,326.87 | 2,494.34 | 2,674.00 | 2,866.74 | 3,073.53 | 3,295.40 |
| Printing and Reproduction | 1,200.00 | 1,200.00 | 1,200.00 | 1,200.00 | 1,200.00 | 1,200.00 | 1,200.00 | 1,200.00 | 1,200.00 | 1,200.00 |
| Professional Services-Legal | 9,000.00 | 9,000.00 | 9,000.00 | 9,000.00 | 9,000.00 | 9,000.00 | 9,000.00 | 9,000.00 | 9,000.00 | 9,000.00 |
| Property Expenses (lease, etc.) | 120,000.00 | 123,600.00 | 127,308.00 | 131,127.24 | 135,061.06 | 139,112.89 | 143,286.28 | 147,584.86 | 152,012.41 | 156,572.78 |
| Security (guards, surveillance, etc) | 42,660.00 | 42,660.00 | 42,660.00 | 42,660.00 | 42,660.00 | 42,660.00 | 42,660.00 | 42,660.00 | 42,660.00 | 42,660.00 |
| Telephone | 2,401.40 | 2,761.61 | 3,037.77 | 3,256.11 | 3,490.30 | 3,741.52 | 4,011.00 | 4,300.11 | 4,610.30 | 4,943.11 |
| Utilities | 32,018.67 | 36,821.47 | 40,503.61 | 43,414.81 | 46,537.39 | 49,886.90 | 53,480.06 | 57,334.85 | 61,470.60 | 65,908.09 |
| Wage and Benefits Expense | 978,489.00 | 1,068,235.00 | 1,140,352.51 | 1,239,992.24 | 1,330,878.09 | 1,468,857.63 | 1,577,606.82 | 1,568,558.92 | 1,812,809.43 | 2,151,979.96 |
| **TOTAL OPERATING EXPENSES** | **$ 1,656,497.27** | **$ 1,746,668.17** | **$ 1,829,937.44** | **$ 1,939,500.99** | **$ 2,040,805.27** | **$ 2,189,728.58** | **$ 2,309,979.80** | **$ 2,313,027.39** | **$ 2,570,004.53** | **$ 2,922,573.16** |
| | | | | | | | | | | |
| **OPERATING PROFIT** | **$ 544,786.07** | **$ 784,807.67** | **$ 954,685.98** | **$ 1,046,691.19** | **$ 1,161,730.00** | **$ 1,245,024.76** | **$ 1,374,050.93** | **$ 1,638,614.62** | **$ 1,668,954.46** | **$ 1,624,885.20** |
| | | | | | | | | | | |
| **DEPRECIATION & INCOME TAX** | **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5** | **Year 6** | **Year 7** | **Year 8** | **Year 9** | **Year 10** |
| Depreciation | $ 22,012.83 | $ 25,314.76 | $ 27,846.23 | $ 29,861.92 | $ 32,025.35 | $ 34,347.53 | $ 36,840.31 | $ 39,516.42 | $ 42,389.59 | $ 45,474.58 |
| Federal Income Tax | 462,269.50 | 531,609.93 | 584,770.92 | 627,100.36 | 672,532.41 | 721,298.20 | 773,646.45 | 829,844.82 | 890,181.39 | 954,966.26 |
| State Income Tax | 48,177.91 | 68,860.41 | 83,515.24 | 91,507.01 | 101,469.20 | 108,746.64 | 119,925.76 | 142,641.14 | 145,464.24 | 134,249.90 |
| **TOTAL DEPRECIATION & INCOME TAX** | **$ 532,460.24** | **$ 625,785.09** | **$ 696,132.39** | **$ 748,469.29** | **$ 806,026.96** | **$ 864,392.38** | **$ 930,412.52** | **$ 1,012,002.38** | **$ 1,078,035.22** | **$ 1,134,690.74** |
| | | | | | | | | | | |
| **NET PROFIT (LOSS)** | **$ 12,325.83** | **$ 159,022.58** | **$ 258,553.59** | **$ 298,221.89** | **$ 355,703.03** | **$ 380,632.38** | **$ 443,638.41** | **$ 626,612.24** | **$ 590,919.24** | **$ 490,194.46** |

## Integration Into Community

STIIIZY Mission Trail's integration into the community starts with building authentic relationships in the community through a strategic neighborhood outreach plan. To introduce ourselves to our neighboring businesses and stakeholders, we will host a series of open house events on site. During these events, we will listen to any concerns community members may have and provide an overview of our operations and robust security protocols that will strengthen safety for the surrounding area. Moreover, we will distribute educational materials about our company and underscore our commitment to being a thoughtful and involved member of the community. If selected to open, STIIIZY Mission Trail will host a job fair a few weeks prior to our grand opening to recruit local Wildomar residents to work at our store. See below examples of open houses and job fairs we hosted in the cities of Riverside and Hawthorne.






To mitigate nuisances on an ongoing basis, we will provide multiple channels for the community to provide feedback. STIIIZY Mission Trail will maintain a Community Liaison and their personal telephone number, on-site customer service employees, social media platforms, and a website for receiving community feedback. All this information will be posted on the front door entrance. STIIIZY Mission Trail's aim is to ensure that our neighbors feel comfortable approaching us with any feedback or concerns at any time. Additionally, our team will expeditiously respond to complaints as detailed in the complaint procedure. STIIIZY Mission Trail's intention is to avoid, address, and resolve complaints without any city intervention.

STIIIZY Mission Trail will also mitigate nuisances through its relationship with police. Prior to the opening of our store, we will invite the Police Department to tour our facility and review our security system with the goal of building a relationship and opening lines of communication with the Police Department. As we have at our other locations, STIIIZY Mission Trail will proactively cooperate with the Wildomar Police if they are investigating a crime that occurred near our facility. STIIIZY Mission Trail will provide all video footage and pertinent information as requested by the Wildomar Police regardless of whether the incident directly involves STIIIZY Mission Trail or its customers or employees.

STIIIZY Mission Trail's open house will be the beginning of an ongoing dialogue. Our team will hold quarterly meetings to receive stakeholder feedback. Stakeholders will include residential neighbors, neighboring businesses, law enforcement, city officials, non-profit organizations, religious institutions, and various other community stakeholders. These meetings will present opportunities for collaboration and for adjusting operations to meet community expectations. As we are already current operators in the city of Wildomar, we hope this will help facilitate honest and constructive discussions on ways to improve our business to help empower the community.

Good Neighbor Policy

Below you will find a draft of the STIIIZY Mission Trail Good Neighbor Policy which will be posted at our store and be available to our customers. This is a working draft that is being developed through the input we received during our open house events and STIIIZY's past

experiences at our other retail locations. As we continue to hold more open houses and have discussions with the community, this Good Neighbor Policy will be further revised to reflect continuous feedback from the community.

STIIIZY

## GOOD NEIGHBOR POLICY

1. Appoint a Community Outreach Director, whose name and phone number will be posted at the entryway of the facility and mailed or hand-delivered to businesses within a two-block radius. The Community Outreach Director, or an employee designated by the Community Outreach Director, will make reasonable efforts to proactively establish relationships with law enforcement and all neighbors so that they will have a point of contact within the organization they can reach at any time should questions, comments, concerns or problems arise. The Community Outreach Director will maintain a log of all complaints and suggestions from neighbors, and all complaints will be addressed in a timely manner.
2. At no time shall any of the following items be allowed on the Facility premise: (i) any controlled substance, other than cannabis; (ii) any paraphernalia used for the ingestion of any type of controlled substance, except for cannabis accessories for incidental retail sale to customers; (iii) alcoholic beverages; or (iv) firearms, except in strict compliance with federal, State, and County laws.
3. Ensure that all cannabis goods sold by STIIIZY Mission Trail are produced and transported by State licensed facilities in full conformance with the State and local regulations.
4. Not sell alcoholic beverages or tobacco at the Facility.
5. Prohibit the smoking, vaporization, ingestion, or consumption of alcohol, tobacco, or cannabis in any form at or within Facility. No employee shall be under the influence of alcohol or drugs (including cannabis) while on the premises.
6. Not distribute any form of advertising for physician recommendations for cannabis.
7. Provide outside lighting in a manner that illuminates the outside street and sidewalk areas and adjacent parking as appropriate, in accordance with Wildomar regulations.
8. In accordance with the Air Quality and Odor Control Plan detailed within our proposal, provide adequate and appropriate ventilation to prevent any significant noxious or offensive odors from escaping the premises.
9. Patrol the surrounding area to identify and immediately address any problems, including, but not limited to, noise, odor, cannabis consumption, and litter as well as maintain the premises, adjacent sidewalk and/or alley in a good, clean condition at all times. Any and all graffiti will be identified and promptly removed from the property and parking lots.
10. Prohibit patrons from double-parking around the premises.
11. Prohibit loitering in or around the premises.
12. Prohibit littering in or around the premises.
13. Prohibit the consumption of cannabis products in and around the premises.
14. Post notices on the premises that:
    a. Direct patrons to leave the establishment and neighborhood peaceful and in an orderly fashion.
    b. Direct patrons to not litter or block driveways.
    c. Advise individuals of the prohibition on loitering.
    d. Advise individuals that smoking of cannabis is prohibited in public places.
15. Ensure notices are clear, well-lit, prominently displayed and maintained at all public entrances to and exits from the establishment.
16. Secure the premises within 50 feet of any public entrance and exit.
17. Ensure the Facility shall be continuously maintained in a safe, clean, and orderly condition with twice daily litter pick-up within 100 feet of the premises. Such litter pick-up shall include inspections for graffiti, which shall be removed within 24 hours of detection.

Residents living and working in the neighborhood have the right to enjoy a high quality of life and public safety. Our Good Neighbor Policy and complaint response procedures outlined above is how our store will help ensure this quality of life.

STIIIZY's Good Neighbor Policy will dictate how customers should act on and around the premises. Displaying a courteous and respectful attitude makes for better neighbor relations and a more positive experience for all community members. Disorderly conduct, public consumption of cannabis, rowdiness, loud music, or loitering is not consistent with our mission and will not be tolerated. Those customers found in violation will not be permitted to return to the store. Lastly, STIIIZY security and management will ensure customers adhere to the Good Neighbor Policy and will ensure that complaints will be responded to within 72 hours.

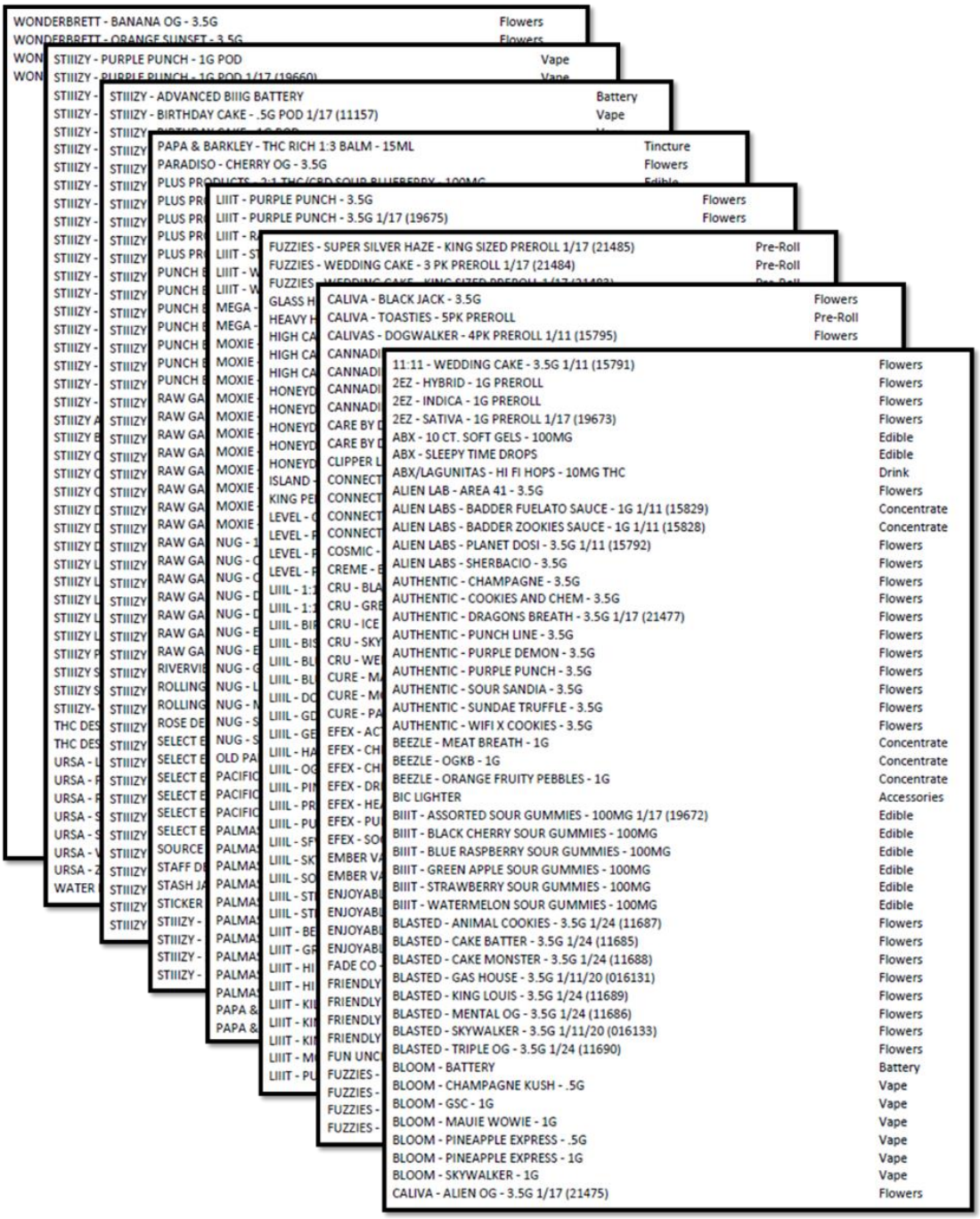
Types of Products Sold

Customers will have access to over 800 SKUs and 12 different product categories, including flowers, oils, vapes, pre-rolls, topicals, and edibles. These products are sourced from more than 50 California vendors and complemented by STIIIZY's popular in-house brands—STIIIZY, Sessions, Honeyleaf, and BLSTD. And as California's number one cannabis brand, STIIIZY will play a key role in driving business to our store.

Additionally, STIIIZY has long been a leader in the California cannabis industry. In 2019, it was recognized as the most popular marijuana brand in the United States by Pioneer Intelligence and awarded *Brand of the Year* by the California Cannabis Awards. More recently, *Green State*, a cannabis-focused publication under the *San Francisco Chronicle*, named STIIIZY the best-selling brand for both vape and flower products in California in May 2024.

Today, STIIIZY products are carried by over 80% of cannabis retail stores across California. At our retail locations, customers consistently cite our extensive selection of in-house brands as a key reason for their loyalty. Much like iconic names such as Burberry or Nike, which have dedicated retail stores, STIIIZY's devoted following creates an instant customer base with every new store we open.

Whether a customer is seeking physical pain relief, assistance sleeping or is simply looking to unwind, STIIIZY Mission Trail's wide array of products will ensure there is something for every customer. Because of STIIIZY's vertical integration, approximately 60% of products sold at our stores will have been within our chain of custody and tested multiple times from seed to sale. All third-party products will also be strictly tested, and their manufacturing and cultivation sites will be inspected to ensure that such third-party products also meet STIIIZY Mission Trail's safety, testing and purity standards. See below the initial list of 800 SKUs we plan to carry at STIIIZY Mission Trail.




STIIIZY Mission Trail anticipates that 50.3% of retail sales will be cannabis flower, of which 6.8% is pre-rolls, and 49.7% will be manufactured cannabis products. Manufactured cannabis goods include cartridges containing cannabis oil (20%), edibles (16%), concentrates (8.9%), and infused non-edible products (4.8%). STIIIZY Mission Trail's proposed product line is listed below:

| | |
|---|---|
| Flower | STIIIZY Mission Trail will carry a wide variety of cannabis strains from across California. STIIIZY Mission Trail's curated cannabis inventory will feature high-quality, laboratory-tested cannabis at all price points. THC content on cannabis will |

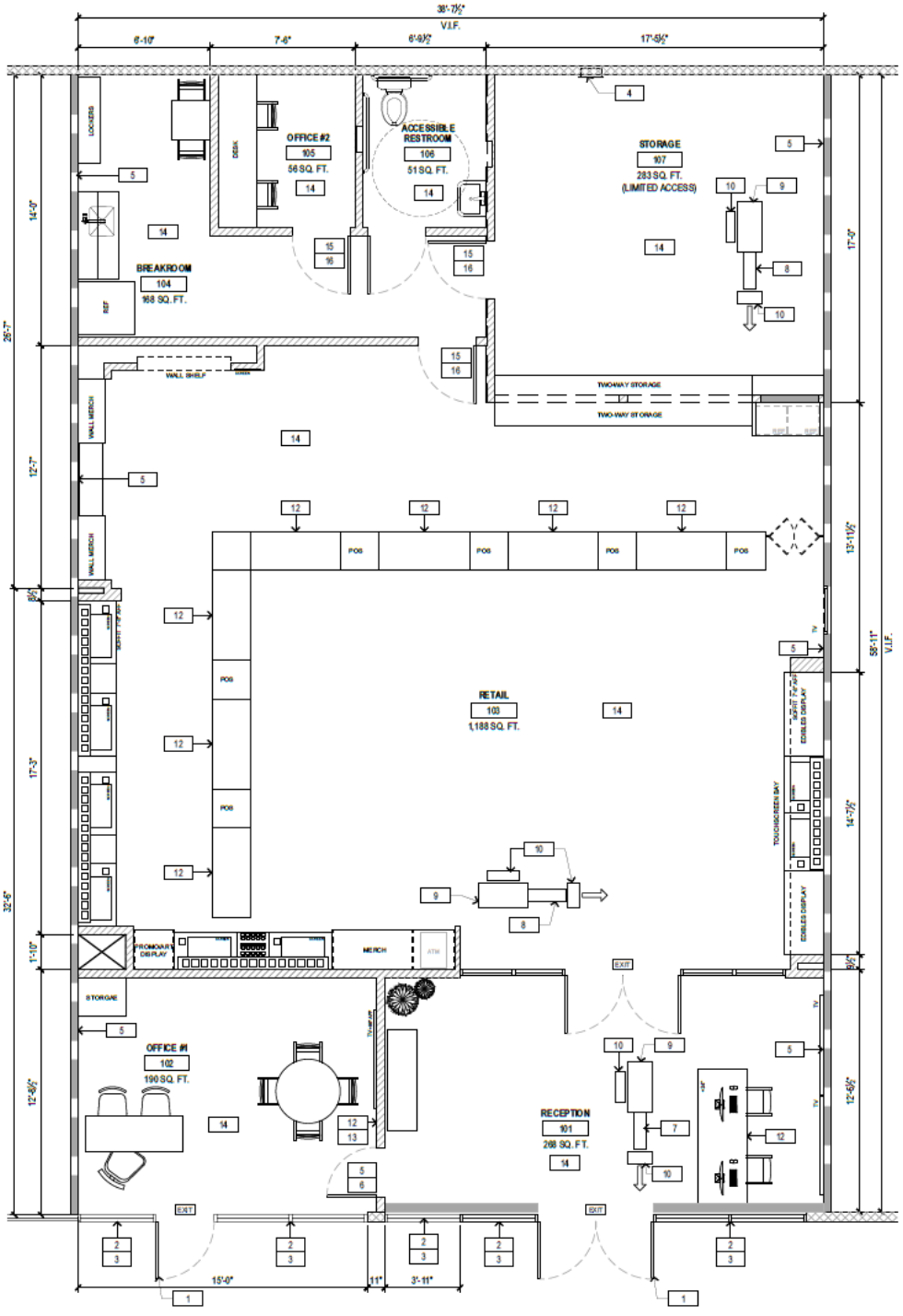
| | |
|---|---|
| | range from 10% to 35%. Cannabis flower varieties will include indica, sativa, and hybrid. |
| Pre-Rolls | A pre-roll is exactly what it sounds like—a pre-rolled cannabis joint. STIIIZY Mission Trail will carry pre-roll joints from a variety of licensed cultivators. THC content will range from 10% to 35%. Cannabis varieties will include indica, sativa, and hybrid. |
| Concentrates | STIIIZY Mission Trail plans to carry live resin, budder, sauce and crumble. |
| Vapes | Vaporizers—also known as vape pens—are devices used to heat cannabis for inhalation. Vaping devices heat dry cannabis flower or oil concentrate to a temperature below combustion, usually in the range of 180–200°C (356–392°F). The heat releases active compounds from the cannabis and turns them into a vapor that can be inhaled. THC content of vapes will range from 35% to 90%. |
| Oil Cartridges or Pods | An oil cartridges or pod is a pre-filled container of cannabis oil or concentrate designed for use with vaporizers. Cartridges and pods come in multiple formats, from 510-threaded cartridges that twist onto a battery to pods that magnetically snap into place. THC content of oil cartridges ranges from 35% to 90%. |
| Edibles | Edibles are food infused with cannabinoids. Cannabis edibles come in many forms, including brownies, cookies, gummies, and mints. The body processes edible cannabis differently than inhaled cannabinoids. When cannabis is ingested, cannabinoids enter the bloodstream through the stomach and liver, which increases potency and delays the onset of effects. Cannabis edibles typically contain 5–10 milligrams of THC per serving, with a maximum of 100 milligrams of THC per edible cannabis good. |
| Beverages | Cannabis-infused beverages are ingested like edibles. Cannabis-infused beverages include seltzers, sodas, non-alcoholic "hoppy water," and other drinks. Cannabis-infused beverages contain 5–10 milligrams of THC. |
| Topicals | Topicals are cannabis-infused lotions, balms, and oils that are absorbed through the skin for localized relief of pain, soreness, and inflammation. Because they are non-intoxicating, topicals are often chosen by patients who want the therapeutic benefits of cannabis without the cerebral euphoria associated with other delivery methods. |
| Tinctures | Tinctures are cannabis dissolved in alcohol. Tinctures contain a range of cannabinoids and are administered orally, sublingually, or in tandem with a beverage. Tinctures are often packaged in small glass bottles with droppers as caps for convenient dosing. They offer patients a method of consumption that does not require combustion or inhalation. Tinctures typically contain 100 milligrams of THC. |

In line with STIIIZY's vision of offering a luxurious yet inclusive environment, STIIIZY Mission Trail will offer high-end artisanal products such as Alien Labs Area 41 flower at $50 per one-eighth ounce but also affordable products for cost-conscious customers such as our in-house STIIIZY flower Orange Kush at $12 per one-eighth ounce, which is 60% less expensive than the average price of cannabis at other legal dispensaries in California.



STIIIZY

## FLOOR PLAN



Delivery Service

STIIIZY Mission Trail will provide a safe and discreet cannabis delivery service to its verified customers as a complement to its storefront operations. The convenience of STIIIZY Mission Trail's delivery service will enable those customers who are unable to travel to STIIIZY Mission Trail's retail premises to still obtain the high-quality cannabis products they desire. **STIIIZY Mission Trail 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**

Receiving Delivery Orders

Depending on customer preference, STIIIZY Mission Trail's customers will have the option to place delivery orders either by telephone or through STIIIZY Mission Trail's website. Regardless of the order method used, customers will be informed during the order process that their age and identity will be verified at the time of delivery and that order fulfillment is contingent upon their identity and age being confirmed.

Once a new delivery order is received, a Sales Associate will first confirm that the order complies with daily sales limits and can be legally processed. The Sales Associate will then check that all the desired inventory is in stock and that the order can be fulfilled in accordance with the customer's expectations. If any of the products requested in a delivery order are unavailable, the Sales Associate will use professional judgment to offer a suitable alternative to the customer. If all of the requested products are available, then the Sales Associate will process the order as requested by first documenting the customer's identifying information and checking the delivery address online to ensure that it is: (i) a physical address in California; (ii) not on publicly owned land or on land or in a building leased by a public agency; and (iii) not a school providing instruction in kindergarten or any grades 1 through 12, day care center, or youth center in accordance with 16 CCR § 5416.

**Delivery Order Processing**

As part of order fulfillment, a Sales Associate will prepare a Delivery Request Receipt that contains the following information:

(i) STIIIZY Mission Trail's name and address;
(ii) The first name and employee number of the employee who will deliver the order;
(iii) The first name and employee number of the employee who will have prepared the order for delivery;
(iv) The first name and STIIIZY Mission Trail-assigned customer number for the customer who placed the delivery order;
(v) The date and time of the delivery order;
(vi) The delivery address provided by the ordering customer;
(vii) A detailed description of all the requested cannabis goods, including their weight, volume, or another accurate measure of the amount; and

(viii) The total amount paid for the delivery, including any taxes, fees, the cost of the cannabis goods, and any other charges related to the delivery.

The same Delivery Request Receipt will later be updated by the Delivery Employee to include the date and time the order was delivered, as well as the ordering customer's signature confirming their receipt of the order. The Sales Associate will also record this information in the customer's profile in the point-of-sale system, so that cannabis goods sold by STIIIZY Mission Trail can be tracked in the event of a product recall.

All ordered cannabis goods will be gathered from inventory storage by the Inventory Manager and he or she will visually inspect each product to ensure that it is not expired, that the packaging is intact and unopened, and that the product labeling is intact and legible. The Inventory Manager will then provide the items to the Sales Associate. The Sales Associate will either scan or manually document each item into the POS system. The following information will also be entered directly into Track-and Trace in accordance with 16 CCR § 5049(b):

(i) Name and type of cannabis goods;
(ii) Unique Identifiers (UID) of cannabis goods;
(iii) Amount of cannabis goods, by weight or count;
(iv) Date and time of sale; and
(v) Any other information required by licensing authorities.

To conclude order documentation, the Sales Associate will then add the ordered products to the delivery driver's Delivery Inventory Ledger, which will include for each good the: (i) type; (ii) brand; (iii) retail value; (iv) UID; and (v) weight or volume. All delivery orders will then be placed into opaque exit packages and will be provided to the Delivery Employee with copies of the corresponding Delivery Request Receipts and the Delivery Inventory Ledger in accordance with 16 CCR § 5418(e) & (g).

**Delivery Vehicle Loading**

When delivery vehicles are loaded for delivery, it will take place in STIIIZY Mission Trail's loading area. As pursuant to 16 CCR § 5044(d)(1), the delivery area will be under 24-hour video surveillance. Cannabis goods will be loaded into the enclosed delivery vehicle by delivery employees, who will ensure that all cannabis goods are locked in a fully-enclosed box, container, or cage that is secured on the inside of the vehicle (but is not comprised of any part of the body of the vehicle) that is not visible to the public in accordance with 16 CCR § 5417(b). STIIIZY Mission Trail's Pre-Dispatch Checklist will be used by delivery employees to ensure that all of the following items are in their possession and functioning properly prior to departure:

- Delivery Inventory Ledger
- Delivery Request Receipt
- Delivery Stop Log
- Copy of Business license
- Driver's license
- Employee identification badge
- Age verification device
- Mobile telephone
- GPS device

- Sufficient fuel
- Alarm system
- Inventory containers and locks
- Vehicle operator's manual
- Spare tire and jack

**Completing a Delivery**

When a Delivery Employee arrives at a customer's delivery address, he or she will first attempt to contact the ordering customer by knocking on his or her door or ringing the doorbell. If the ordering customer does not respond after a reasonable time, the Delivery Employee will return to the delivery vehicle and will attempt to call the customer using the telephone number the customer provided with the order. If there is still no response within 10 minutes of the Delivery Employee's first attempt to contact the customer ordering, he or she will return to the dispensary with the customer's entire order. If there is a response, the Delivery Employee will ensure that he or she is communicating with the customer who placed the order by checking the customer's appropriate identification and will scan the identification with an age verification device to confirm that the identification is valid and that the customer is of legal age to purchase cannabis in compliance with 16 CCR § 5415(f). After the customer's identity and age have been verified, the Delivery Employee will process payment and will physically transfer the cannabis goods to the customer. The customer will then sign the Delivery Request Receipt provided by the Delivery Employee and will be provided with a copy of the receipt as required in 16 CCR § 5420(b). The Delivery Employee will also retain a copy of the signed Delivery Request Receipt to provide to management, who will maintain the receipt in accordance with STIIIZY Mission Trail's record retention policy and applicable rules and regulations as stated in 16 CCR § 5420(b).

**Product Security During Transportation**

Product security during transportation is a priority to STIIIZY Mission Trail, as it reduces the likelihood of product diversion and underage access. As such, STIIIZY Mission Trail will enforce the following policies, among others, to ensure that products remain secure throughout the delivery process in compliance with 16 CCR § 5418 (a-d):

- Delivery Employees will not carry cannabis goods worth more than $5,000 at any time.
- Only authorized employees will be allowed in the delivery vehicle during a cannabis goods delivery.
- While carrying cannabis goods for delivery, Delivery Employees will only travel in an enclosed delivery vehicle and will ensure the cannabis goods are not visible to the public.
- Delivery vehicles will not have any marking on the exterior of the vehicle that may indicate the presence of cannabis inside the vehicle.
- Delivery Employees will not leave cannabis goods unattended in the delivery vehicle unless the vehicle is locked and the alarm system is active.
- A dedicated GPS device will be affixed to the inside of each delivery vehicle, enabling STIIIZY Mission Trail to identify each vehicle's location during delivery.

Size of Proposed Facility

The size of our proposed facility is 2,275 square feet.

Hours of Operation/Number of Employees

To accommodate customers with busy schedules while respecting neighboring businesses and residents, STIIIZY Mission Trail will operate its dispensary and delivery service from 8:00am to 10:00 pm Monday through Sunday pursuant to Wildomar Municipal Code § 5.76.120(A).

STIIIZY Mission Trail intends to initially hire the following number of employees:

Check-in Associates: 5
Retail Associates: 10
Operations Associates: 2
Delivery Drivers: 5
Co-Managers: 3
General Manager: 1
Security Guards (Third party): 8
Total: 34

Description of Day to Day Operations

**Opening and Closing Standard Operating Procedures**

STIIIZY Mission Trail appreciates the importance of uniform opening and closing procedures in order to ensure the dispensary is ready for customers in the morning and secure at the end of the day. STIIIZY Mission Trail has developed Standard Operating Procedures and checklists to ensure that employees adhere to opening and closing procedures. The SOPs will require employees to adhere to the following procedures:

***Opening Procedures***

1. Arrive at the retail storefront location and proceed to the employee parking area to park their vehicle.
2. Exit vehicle and perform a brief visual inspection of the outer perimeter of the facility for loitering, tampering, unlawful entry, or any other security or safety issue.
    a. If evidence of security concerns (i.e., loitering, tampering, unlawful entry) is discovered, contact with security personnel will be made.
3. Management will unlock the door and turn off the alarm.
4. Every employee is required to thoroughly wash their hands upon entry to the store.
5. Turn on the lights in the lobby, retail sales area, and back office areas.
6. Ensure air conditioning/heat is set and turned on as appropriate.
7. Verify that carbon filters/HVAC are in working order and cannabis odor is not present inside or outside the facility.
8. Turn on and start computer and verify FlowHub (the inventory tracking system) is working.

9. Ensure all city and state cannabis and business licenses are properly displayed.
10. Ensure all educational handouts and other materials for customers are visible and available for the day's customers
11. Ensure all no-loitering signs, no consumption on-site signs and age requirement signs are properly displayed.
12. Turn on equipment at point-of-sale locations.
13. Check store email and respond to emails as necessary. Review other notes from prior night's closing team.
14. Management accesses the safes to withdraw appropriate amounts for point-of-sale locations and provide to Sales Associates.
15. Verify that security cameras are working.
16. Verify that limited-access room key card works and that cannabis and safes are secure.
17. Check waste bins were emptied the night before and any empty boxes or containers are cleared away.
18. Check if the soap dispensers and first-aid box need replenishing.
19. Report any equipment failures to manager on site.
20. Sweep sidewalk and pick up litter on sidewalk outside premises.
21. Check customer seating in lobby to ensure it is clean.
22. Check reception desk for any messages from the closing employee.
23. Verify locked pods have adequate amounts of cannabis and that inventory is properly sealed, packaging is intact and not damaged, and all products are not otherwise defective, leaking, or damaged.
24. Meet with employees to review daily goals, duties, and objectives.
25. Unlock front door for customers.

***Closing Procedures***

1. 15 minutes prior to closing, announce to customers that the store is closing.
2. Verify that all customers have left the store.
3. After all customers have left, lock the door.
4. Transfer all cannabis from sales floor into vault.
5. General Manager will perform daily cash reconciliation.
6. Generate log of all sales and transmit log to Track-and-Trace.
7. Ensure cannabis pods, safes, and inventory control room is locked.
8. Turn off all computers.
9. Permit the professional cleaning staff to enter the premises.
10. Ensure that all display counters, computer equipment, restrooms and all other surface areas have been properly cleaned by the cleaning staff.
11. Set cooling or heating system for after-hours setting.
12. Leave any necessary messages for the morning shift the following day.
13. Switch off all lights.
14. Enable all alarms.
15. Sign the log for closing procedures.
16. Exit and lock doors.
17. Verify no loitering around the premises.
18. Check in with the overnight security team.

STIIIZY

**Customer Check-in Standard Operating Procedures**

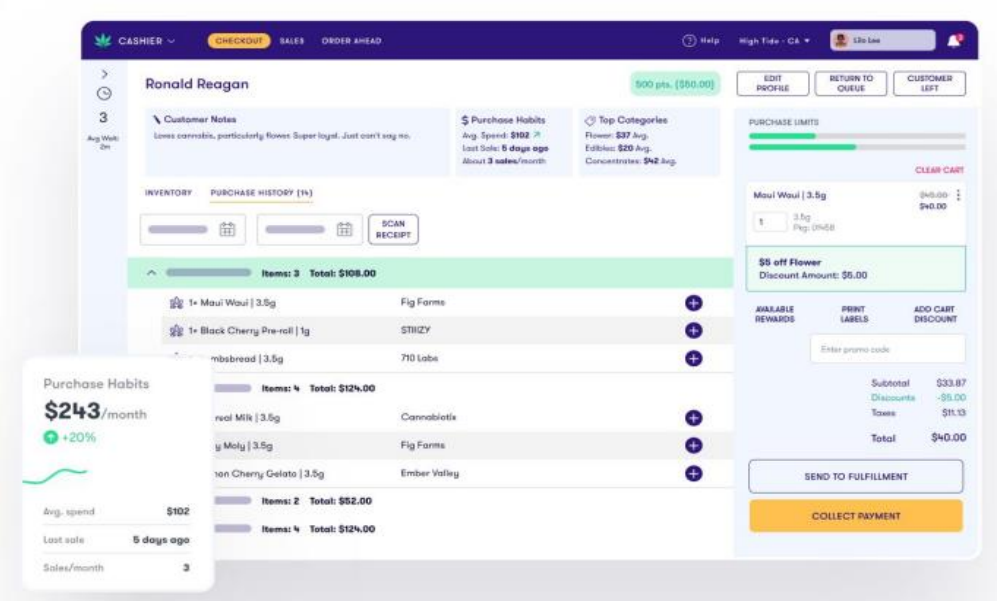
After the store opening procedures are completed, STIIIZY Mission Trail will be ready for customers to be checked in. Upon entering the store through the front entrance, every customer and medical patient will be required to check in at the reception desk located at the front of the waiting area prior to entering the sales floor. The waiting area and sales floor will be separated by a door and persons without proper identification will not be permitted to cross the double doors. All employees will be trained on acceptable forms of identification according to 16 CCR § 5404(c) and our Standard Operating Procedures, a summary of which is included below:

A. If the customer is 21+ years of age and entering the dispensary area, the customer must provide:
    i. A document issued by federal, state, county, or municipal government, or a political subdivision or agency thereof, including a valid motor vehicle operator's license, that contains the name, date of birth, height, gender, and a photograph of the person;
    ii. A valid identification card issued to a member of the Armed Forces that includes the person's name, date of birth, and photograph; or
    iii. A valid passport issued by the United States or by a foreign government.
B. If the customer is 18-20 years of age, the customer must provide one of the previously mentioned forms of identification and possess a valid physician's recommendation or a Medical Marijuana Card. Under no circumstances will doctor recommendations be provided at the dispensary.
C. Only customers verified to be over the age of 21 and medical patients verified to be over the age of 18 will be allowed to remain on the premises in accordance with WMC § 5.76.180(B).
D. Check-In Associates will not accept any form of identification that is physically adulterated in any way that impedes the employee from verifying the individual's identity to include the photograph, physical attribute descriptions, and physical address location. Check-In Associates will not accept identification that is expired. Check-In Associates will be trained by security personnel to recognize false and adulterated forms of identification, and any individual caught presenting false information will be banned from the facility.



Once the Check-In Associate has verified the guest is legally of age to enter the dispensary, the Check-In Associate will register the guest within the point-of-sale and inventory tracking system,

FlowHub,[1] by taking a photograph of the front and back of the guest's valid identification, all with the FlowHub tablet.




A profile has now been created. With this profile, sales associates can digitally confirm doctor's recommendations for medical patients, ensure that a customer does not exceed daily purchase limits, and confidentially maintain customers' contact information and purchase history in case a product recall is ever required. Additionally, check-in for returning customers will only require scanning of the acceptable form of identification after Check-In Associates have examined the authenticity of the identification, which will speed up the check-in process. Once the identification has been verified and the customer has been checked in at the front, the customer will be permitted to enter the sales floor through the buzzer-controlled door. Customers will be encouraged to use the hand sanitizer available with the front desk prior to entering the sales floor.

**Sales Room**

After entering the dispensary from the waiting area, the customer will be welcomed into the sales floor area, with 2 retail pods to the left, and 4 pods at the back of the store. All of STIIIZY's retail stores contain art from local artists and are constructed with the help of local subcontractors and vendors as part of its mission to support the local communities and to embrace the local patrons, businesses, and organizations that it hopes to foster long-term relationships with.

No cannabis products will be directly available to customers since all cannabis products will be locked inside our secure glass display cabinets. T-shirt, hats, and similar non-cannabis products are the only products that customers will be able to touch. Diversion of cannabis products is an epidemic in the industry, especially at retail stores that permit "grab-and-go."[2] However, due to

[1] https:// FlowHub.com
[2] https://sacramento.cbslocal.com/2019/09/03/sacramento-police-marijuana-dispensary-breakins/

the fact that all of STIIIZY's products are secured behind locked glass cabinets and STIIIZY's comprehensive security system, our retail stores have had zero incidents of in-store theft to date.




The customer will be able to approach any of the retail pods to more closely peruse the product offerings and consult with highly trained retail associates on the different strains and product types available for purchase. STIIIZY Mission Trail's expert sales associates will warmly greet the customer and will offer to every customer its educational materials on the science of cannabis, safe dosing, delivery methods, and the different strains of cannabis and their effects, which will be updated on a bi-weekly basis. Employees will all wear conspicuous badges, in accordance with 16 CCR § 5043, identifying themselves as employees so that customers can readily ascertain who they can approach for questions.

Customer surveys have revealed that customers seeking cannabis for back pain, anxiety, insomnia, and other ailments have found STIIIZY's customer education materials especially helpful. Many of STIIIZY's customers are first-time cannabis customers and have cited the educational and welcoming environment for the reasons they come back to its stores.

Once the customer decides what they will purchase, the retail associate will request the customer's identification a second time for additional security measures and, if applicable, doctor's recommendation as a second line of defense against underage purchases of cannabis and to pull up the customer's profile that has been created in the FlowHub point-of-sales system.



After verifying the identification and customer's profile and confirming that the customer has not already exceeded the daily limit of cannabis purchase set forth in 16 CCR § 5409, the retail associate will unlock the back of the glass case and examine the selected products to ensure that the packaging is in good condition, warnings are legible, the product is not expired, and the tamper-evident seal is still intact. After ensuring the product is permitted to be sold, the retail associate will scan the products into FlowHub, seal the products in an opaque exit package compliant with 16 CCR § 5413(c), and complete the sale with a credit card or cash from the customer. All cash handling will be in full view of a surveillance camera, and at no point during cash handling will the cash be obscured from the camera.

In summary, because every product is locked inthe glass casing of the retail pod and every product inspection by the customer is conducted in front of the sales associate, STIIIZY has had 0 instances of product theft from customers inside our stores. Security guards inside and outside of the facility will surveil the area to make sure that customers are not consuming any cannabis or cannabis products inside or near the retail store or within their vehicles. Due to the open floor concept layout of the store and the strategic placement of our numerous security cameras, customers will not be able to consume products within or within the vicinity of the store.

State Licensing Requirements

Upon receipt of the Conditional Use Permit for a cannabis retail business from the City of Wildomar, STIIIZY Mission Trail will apply for a Cannabis Retailer License with the Department of Cannabis Control. In our experience, the Department of Cannabis Control will issue the state license to us within 3-5 months.

Compliance with Ordinance No. 187 & 188 and State Law

The operations of STIIIZY Mission Trail will be guided by the Department of Cannabis Control (DCC), the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA), the Wildomar Municipal Code (WMC) and all other applicable laws and regulations. Our highly experienced legal and compliance teams have ensured the 100% compliance to date of our combined fifteen cannabis operations in California through detailed analysis of all applicable rules and laws. Our Compliance Department has created over 500 SOPs for STIIIZY's retail,

cultivation, manufacturing, and distribution operations and stays in front of changes to rules by maintaining lines of communication with state and municipal officials. STIIIZY Mission Trail will take the following actions to extend STIIIZY's track record of 100% compliance in its operations:

1. Pre-Opening Compliance Memo: STIIIZY's compliance team has reviewed and analyzed the Wildomar Municipal Codes and circulated an internal memorandum to the retail, construction, and human resources teams to ensure that pre-opening matters such as planning the floor plans, installing the proper security systems and other Wildomar specific requirements are followed.

2. Pre-Opening Employee Training: Director of Compliance Eugene Harris will attend and present to the new employees of STIIIZY Mission Trail on city and state regulations applicable to STIIIZY Mission Trail and other compliance related topics as part of the employees on-boarding training program.

3. Standard Operating Procedures: STIIIZY's President, Tak Sato, and Director of Compliance, Eugene Harris, lead the compliance teams and together have a combined ten years in creating cannabis compliance programs for various companies in California and in developing oversight and auditing of such compliance programs. By ensuring compliance of our combined 50+ local cannabis licenses in California, they have become some of the foremost experts on cannabis compliance in California. For our retail operations alone, the compliance team has created over 100 SOPs based on California's cannabis, employee, safety and business regulations and the additional regulations of each of the cities in which we operate. Some of the SOPs have already been described above and include:

- Age Verification and Customer Check-in
- Package Labeling Check Prior to Accepting Inventory
- Package Labeling Check Prior to Selling Product to Customer
- Daily Sales Limit Check
- Cash Management
- Inventory Control and Reconciliation
- Product Returns
- Waste Management and Recycling
- Record Keeping
- Limited Access Area Visitor Log-in
- Cannabis Goods Display
- Alarm System Checks
- Product Delivery In-take
- Signage Requirements
- Store Opening Requirements
- Air Circulation and HVAC Requirements
- Store Closing Requirements
- Emergency and Evacuations
- Sales Receipts and Reconciliation
- Medical Patients Check-in and Policies

- Americans With Disabilities Compliance

Many of our SOPs are based off of city or state regulations, but many go beyond the minimal requirements based on our experience and results seen from best practices. For example, while the Cities of Los Angeles and San Francisco only require one security guard be present during hours of operation, our retail stores in Los Angeles and San Francisco each have 2 security guards at all times during operations and at least one security guard surveilling the property 24 hours a day.

4. *Compliance and SOP Checklist*: The compliance team will create a compliance and SOP checklist for each retail store prior to opening. The checklist will require each General Manager and Manager to check daily:
    a. state and local requirements for retail cannabis operations;
    b. opening and closing requirements for the retail store;
    c. inventory and reconciliation of inventory;
    d. record keeping and record backup;
    e. visibility of over 21 signs, state and city dispensary license signs and other required signage;
    f. loitering outside store and other potential neighborhood nuisances; and
    g. other operational and legal compliance requirements.

STIIIZY

| COMPLIANCE CHECKLIST<br>Entity Name: STIIIZY Wildomar LLC dba STIIIZY Mission Trail<br>Address: 33980 Mission Trail, Ste #2, Wildomar, CA 92595 | | |
|---|---|---|
| **Reg.** | **Requirement(s)** | **Check** |
| CA | Clear display of CA license. | ☐ |
| CA | Clear display of City of LA license. | ☐ |
| CA | Clear display of Business Tax Registration Certificates (BTRC). | ☐ |
| LAFD | Address number clearly visible from the street. | ☐ |
| CA | Clear display of 21 and over sign. | ☐ |
| CA | Valid IDs are being checked to ensure patrons are 21 years of age or older, or are at least 18 years of age and have a valid physician's recommendation. | ☐ |
| LA | Clear display of Neighborhood Liaison sign (name and contact info). | ☐ |
| LAFD | Clear display of No Smoking sign | ☐ |
| LA | No Loitering, Public Drinking, or Public Smoking/Consumption of Cannabis. | ☐ |
| CA | Cannabis is not dispersed in the air within the premises by oil diffusers or any other vaporizing device. | ☐ |
| CA | Manufacturing, cultivation, distribution, and retail areas are separated by walls, and all doors remain closed when not in use. | ☐ |
| CA | Inventory that is not on display is stored in a limited-access area within the premises. | ☐ |
| CA | Cannabis goods are never stored outdoors. | ☐ |
| CA | Employee break rooms, changing facilities, and bathrooms are separated from all storage areas. | ☐ |
| CA | Cannabis goods on display are not accessible to patrons (including bud pod check). | ☐ |
| CA | Cannabis goods are not visible from outside the licensed premises. | ☐ |
| CA | No free cannabis goods provided to any person. | ☐ |
| CA | Purchased cannabis goods are placed in an opaque exit package. | ☐ |
| CA | Cannabis goods for sale adhere to DCC's Packaging and Labeling requirements. | ☐ |

At the end of each day, the General Manager is required to note any deficiencies from the checklist to the Director of Compliance. Any material deficiencies will require remediation through an investigation by the compliance department.

5. *Internal Audits*: Each retail store is also audited internally on a monthly basis by our dedicated cannabis compliance audit team to ensure operational compliance and employee compliance with all state and local laws, regulations and ordinances, and STIIIZY Mission Trail's SOPs. The audit is conducted without prior notice to the retail store managers to reduce the chance that the store employees are on notice while the audit is beginning. The unannounced audit will begin with an inspection of the perimeter from a security, cleanliness and odor perspective, continue to the inspection of the retail

sales floor, and finally through the inventory and cash vault. The audit typically takes 4 hours and any deficiencies discovered during such audits are remediated within five days of discovery.

The detailed diligence conducted by our experienced legal and compliance teams, and the internal systems we use to ensure compliance with regulations and our robust SOPs have led to **zero instances** of violations of laws or regulations to date at our any of our stores. STIIIZY Mission Trail will continue this track record of 100% compliance if given the opportunity to open a second store in Wildomar.

Inventory Track and Trace to Prevent Diversion

In accordance with 16 CCR § 5049 and WMC § 5.76.150(E), our inventory tracking software FlowHub, which is integrated with METRC, and our reconciliation SOP will ensure that all inventory which is received, sold, placed on display, returned by a customer or moved from secure storage to the sales floor is accurately tracked and accounted for at all times. The FlowHub platform will track the following data:

- All inventory at STIIIZY Mission Trail at any given time broken down by SKU, amount or count, price paid, expiration date (if any), date of receipt into the facility and current location;
- All sale transactions, which can be broken down by customer, date, amount, price paid, taxes paid or owed, day, week or month;
- All orders which have been placed by our purchasing team that is expected to be delivered and the expected time of delivery, the purchase price and form of payment.

With the comprehensive and detailed information tracked by FlowHub and METRC, the location of every product within the store will be tracked in real time.

**Inventory Receipt Track and Trace**

As part of STIIIZY's mission to be accountable for all inventory, STIIIZY will mandate the following product intake procedures to ensure the accountability and safe receipt of all products delivered to its Wildomar retail location:

- All cannabis products will be received through a non-public delivery entrance that will be closed off by an iron bar fence and gate when no delivery is taking place.
- Before an order is placed with a vendor, the General Manager or Co-manager will confirm that the distributor scheduled to deliver the products has a valid and active cannabis distribution license. Once verified, management will execute a purchase order. STIIIZY Mission Trail and the distributor will then agree to a time window when the delivery will be made.
- Upon a distributor's arrival at the locked gate which secures the loading area, a security guard or an operations employee will check the identification of the driver to ensure the delivery has been scheduled for that time and day. Upon confirming the identity of the vehicle and driver, the gate will be unlocked and opened, and the vehicle will be directed towards the loading area. The employee who checked the identity of the driver

will then communicate to the security guard standing inside the loading area to unlock and open the back door.

- The driver will enter the loading area and will park the vehicle and wait for the gate to be closed and locked. Once the gate is closed, the driver will exit the vehicle and unlock the double doors of the vehicle and at least two employees will unload the products and move them into the vestibule with the security guard present during the entire process. Once the cannabis products have been offloaded, the driver will depart, and the manager will place the delivered items into inventory while still in the presence of a security guard.




- Delivery schedules will be staggered so that criminals cannot time or schedule a robbery.
- Once the products are in the inventory room, an inventory manager will count each item in the delivery and compare it to the shipping manifest, confirming:
    - Distributor's name and license;
    - Driver's name;
    - Delivery date and time;
    - Invoice number;
    - Product name;
    - Product description;
    - Product weight;
    - Unit of measure;
    - Number of units;
    - Price per unit; and
    - Total price.
- Each item will also be inspected to confirm that the products have not been adulterated with all packaging intact.
- Once the contents and amount of the products are confirmed, they will immediately be entered into STIIIZY Mission Trail's inventory platform FlowHub and METRC's track and trace system.
- No cash will ever be exchanged at the drop off to further reduce the risk of a robbery.

- Finally, one surveillance camera will track the vehicle's entrance into the loading area and the entire off-loading process.

Upon receipt of inventory, the acceptance of the delivery will be entered into FlowHub and the METRC Track-and-Trace system. Should there be any discrepancies between the type or quantity of cannabis goods specified in the shipping manifest and the type or quantity received by STIIIZY Mission Trail, the discrepancy shall be recorded in the track and trace system, in any relevant business records, and the delivery will be rejected if necessary and the vendor will be contacted immediately.

**Inventory Reconciliation**

Inventory reconciliation is performed at least once a week by the general manager and co-managers. The co-manager will first review and organize every product of inventory as of 12:01 am of the Monday of the past week. The co-manager will then verify that each piece of inventory is accounted for via sale, as securely sitting in a retail pod or the inventory room or returned and/or destroyed for quality control reasons. The co-manager will also conduct "spot checks" of inventory received since that Monday to ensure that all recent deliveries are also accounted for. The general manager will then conduct the same process to reduce the possibility of human error.

If any discrepancy is discovered between our inventory data and the physical amount of inventory in our store, FlowHub and our internal inventory records will be examined to ascertain the reason for the discrepancy. If the discrepancy cannot be identified through the review of our inventory records, security will be contacted to review the video surveillance footage to identify the discrepancy. If the inventory is determined to be stolen, the DCC and law enforcement will be identified within 24 hours as pursuant to 16 CCR § 5036. If the inventory is not determined to be stolen but is still deemed "significant" because the discrepancy is at least 3 percent of average monthly sales, the BCC and local law enforcement will be notified in accordance with 16 CCR § 5034(b).

In conclusion, our robust inventory tracking and tracing system and receipt protocols will ensure that all inventory is accounted for at all times. Additionally, the fact that all of our cannabis products on the sale floor will be behind locked glass casing with camera surveillance blanketing the products, STIIIZY Mission Trail is prepared to continue STIIIZY's perfect record for product secu

STIIIZY

**SCHEDULE FOR BEGINNING OPERATIONS**

| Task Description | Est. Completion Date |
|---|---|
| **Submit Local License Application** | **12/18/2025** |
| Submit for CUP and Development Agreement | 12/25/2025 |
| **Obtain CUP** | **3/27/2026** |
| Submit for State Licenses with Bureau of Cannabis Control | 3/31/2026 |
| Submit Construction Drawings to Building Division | 4/1/2026 |
| Submit for Business License | 4/1/2026 |
| Secure General Contractor (GC) contract, scope of work, and detailed construction budget with Construction Contractor | 4/8/2026 |
| Obtain Building Permit | 4/13/2026 |
| Begin Construction at Authentic Wildomar Facility | 4/15/2026 |
| Complete demolition / Begin interior remodel | 4/20/2026 |
| Install exterior decorative siding | 4/23/2026 |
| **Obtain State Licensing** | **5/2/2026** |
| Install electrical, plumbing, etc. | 5/5/2026 |
| Install rough-in for Security Surveillance | 5/7/2026 |
| Install interior trim package | 5/10/2026 |
| Install floor coverings | 5/13/2026 |
| Complete interior painting and MEP finish trims | 5/16/2026 |
| **Complete Construction** | **6/5/2026** |
| Complete Inspections with Wildomar | 6/8/2026 |
| Purchase Point of Sale (POS) system and computer hardware, label printers, and code scanners | 6/9/2026 |
| Install POS system and Inventory Tracking, as well as required hardware and peripherals | 6/11/2026 |
| Install security system | 6/12/2026 |
| Interview applicants for employment | 6/14/2026 |
| Select and procure staff uniforms and safety equipment | 6/16/2026 |
| Finalize employment hiring | 6/17/2026 |
| Employee Trainings (OSHA, SOPs, Security, etc.) | 6/19/2026 |
| Test all equipment, SOPs, and systems (Security, POS, Fire, Waste, Diversion, Prevention) | 6/20/2026 |
| Obtain inventory | 6/27/2026 |
| Host Open Houses at Authentic Wildomar facility | 6/28/2026 |
| **Open STIIIZY Mission Trail for business** | **6/29/2026** |

# FIRE PROTECTION PLAN

PYROCOP, INC
FIRE & LIFE SAFETY CONSULTING SERVICES

Prepared By: Robert L. Rowe, CFI/CFEI/Fire & Life Safety Consultant
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In compliance with the City of Wildomar's Commercial Cannabis Business Permit Application Procedure Guidelines, please find the required items for the "Fire Protection Plan" as outlined on page 7-8 of the "Application Submittal Requirements for Cannabis Local License" in the following pages.

## SUMMARY OF STIIIZY WILDOMAR LLC DBA STIIIZY MISSION TRAIL'S OPERATION AND BUILDING INFORMATION

This preliminary Fire Protection Plan is being submitted with STIIIZY Wildomar LLC dba STIIIZY Mission Trail's Commercial Cannabis Business Permit Application.

This Plan incorporates the applicable provisions contained in Chapter 4, sections 404-407 of the California Fire Code ("CFC"), 2022 edition as required by the City of Wildomar Fire Department, and Ordinance 187 and 188, Chapter 5.76 of the Wildomar Municipal Code ("WMC") concerning regulation of commercial cannabis activity.

To ensure compliance with the CFC and incorporation of best practices, all the policies and procedures herein follow the CFC, and the code sections referenced refer to sections of the CFC, unless specified as WMC. This plan only incorporates the material requested and is not representative of a comprehensive plan. STIIIZY Wildomar LLC dba STIIIZY Mission Trail has a comprehensive plan available and can be provided upon request.

This plan takes into consideration fire, medical, and hazardous situations, including:

- Emergency preparedness requirements,
- Fire safety and evacuation plans,
- Emergency evacuation drills,
- Employee training and response procedures; and
- Hazard communication requirements.

**Business Name:** STIIIZY Wildomar LLC dba STIIIZY Mission Trail
**Summary:** STIIIZY Wildomar LLC dba STIIIZY Mission Trail is applying to operate as a Cannabis retail storefront operation. Storage of product at STIIIZY Wildomar LLC dba STIIIZY Mission Trail will be in supervised and secured areas as required by City of Wildomar. Products within the retail

area will be stored in secured display cases during business hours and within a vault inside a secured and monitored storage room outside of regular business hours.
**General Manager:** Cindy Arteaga
**Phone:** 562-533-1247
**Business Address:** 33980 Mission Trail Suite A and B, Wildomar, CA 92595
**Property Type:** Retail/Commercial
**APN:** 366160070
**Building Size:** 10,708 SF Square Feet
**Retail Space Size:** 1,188 Square
**Lot Size:** 1.01 Square Feet
**Construction Type:** V-B
**Fire Sprinklers:** Yes
**Fire Alarm System:** Yes
**HVAC:** Single Split System
**Occupancy:** B Occupancy (Retail)
**Number of Stories:** 1
**Maximum Height:** 17'
**Number of Exits:** 2
**Year Built:** 1988
**Building Refurbished:** Unknown
**Major Intersection:** Bundy Canyon and Mission Trail
**Closest Fire Hydrant:** Yard Hydrant approximately 25' SW of front entrance. Street Hydrant located on the N/W corner of Bundy Canyon and Mission Trail

## DESCRIPTION OF ALL FIRE PREVENTION, SUPPRESSION, HVAC AND ALARM SYSTEMS THE FACILITY WILL HAVE IN PLACE.

Described below are the safety features of STIIIZY Wildomar LLC dba STIIIZY Mission Trail's premises, including maintenance and housekeeping procedures.

### FIRE PREVENTION (MAJOR HAZARDS)

#### Accumulation of Trash and Debris

STIIIZY Wildomar LLC dba STIIIZY Mission Trail shall use City approved waste containers that are appropriately sized and stored in an approved location.

#### Combustible Storage

STIIIZY Wildomar LLC dba STIIIZY Mission Trail will store any combustible materials in an orderly manner and separate them from heating or ignition sources so that ignition cannot occur.

Very few, if any, combustible materials are kept on the property.

#### Ignition Sources and Open flames

Ignition sources and open flames, should any exist, will be separated from flammable and combustible materials. As this is a retail facility, other than a boiler, there is no need for any open flame.

**Exit Maintenance**

- STIIIZY Wildomar LLC dba STIIIZY Mission Trail will always maintain the minimum exit access and aisle widths (as determined by the City of Wildomar).
- The number of exits will also be in accordance with Table 1006.2.1 and Table 1006.3.2(2) and Section 1017.2 of the International Fire Code (IFC)
- Enhanced building security will not interfere with existing measures and will by no means impede egress for the facility's occupants or firefighters in the event of an emergency.
    - Doors, windows, and roof hatches will remain secured but can be easily opened from the inside to allow exit in the event of an emergency.
- Electronic access control will not interfere with the existing components.
- All locking hardware on doors (interior or exterior) will meet the minimum requirements for exiting.
- All doors and door hardware will be identified on the specifications and plans presented to the City of Wildomar at the time of applying for a Conditional Use Permit.
- All exit doors, passageways and exit corridors will remain free of any obstruction and maintained as required by the City of Wildomar Fire Code.
- 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.
- STIIIZY Wildomar LLC dba STIIIZY Mission Trail will provide emergency lighting with battery backup in all exit passageways exit corridors, and on the exterior of the premises.
- STIIIZY Wildomar LLC dba STIIIZY Mission Trail will install and maintain exit signs exits as required by code.

**Electrical Hazards/Extension Cords**

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 noted dimensions.

**Hazardous Materials (General)**

Hazardous materials or hazardous waste will not be stored or handled at this facility apart from cleaning products, which will be stored in a safe location. STIIIZY Wildomar LLC dba STIIIZY Mission Trail 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. STIIIZY Wildomar LLC dba STIIIZY Mission Trail will utilize an approved waste management company for cannabis waste management.

**General Manager**

The GM will be responsible for maintenance of systems and installation of new equipment to prevent or control fires.

The GM will be responsible for maintenance, housekeeping and controlling fuel hazard sources at the subject location.

**Safety Procedures and Training for all Fire and Medical Emergencies**

General annual training of STIIIZY Wildomar LLC dba STIIIZY Mission Trail's employees addresses the following:

- Individual roles and responsibilities.
- Threats, hazards, and protective actions.
- Notification, warning, and communications procedures.
- Means for locating family members in an emergency.
- Emergency response procedures.
- Evacuation, shelter, and accountability procedures.
- Location and use of common emergency equipment; and
- Emergency shutdown procedures.

*Emergency Procedures Information*

STIIIZY Wildomar LLC dba STIIIZY Mission Trail will provide training and a printed summary to all employees regarding emergency procedures for ambulatory, non-ambulatory, and physically disabled individuals. Emergency procedures information will include, but not be limited to, the following:

- Location of exits.
- Location of fire alarm initiating stations.
- What the fire alarm sounds and looks like when activated.
- Fire department emergency telephone number 911.
- Location of the Fire Department emergency telephone number sign.
- Location of other emergency information posted within the premises; and
- The prohibition of elevator uses during emergencies, if any.

*Fire Training Procedures*

STIIIZY Wildomar LLC dba STIIIZY Mission Trail's employees will be trained in fire emergency procedures based on the Emergency Procedures included in this plan and in accordance with the 2019 California Fire Code, Section 404, and OSHA Training Standard 1915.508. STIIIZY Wildomar LLC dba STIIIZY Mission Trail will conduct all training in accordance with NFPA 1403-2002. Training will be provided to both new and existing employees by a qualified fire and safety professional to maintain proficiency.

Topics will include, but are not limited to:

- Emergency alarm signals.
- Primary and secondary evacuation routes, when practical.
- General principles of using fire extinguishers.
- Hazards associated with incipient firefighting and procedures to reduce those hazards.
- Hazards associated with the use of portable fire protection systems.
- Familiarization of written training policies associated with the training of employees when expected to fight an incipient fire.
- Hands on fire response training (handling and activation of fire extinguishers).
- Training on the written operating procedures to fire response employees who are expected to fight fires (at least quarterly); and
- Any additional site-specific training as required by OSHA Training Standard 1915.508.

Additionally, STIIIZY Wildomar LLC dba STIIIZY Mission Trail will conduct semi-annual drills according to its written procedures for fire response employees. It will also conduct any additional site-specific training as required by OSHA Training Standard 1915.508.

*Frequency of Training*

STIIIZY Wildomar LLC dba STIIIZY Mission Trail's employees will be trained in the contents of the fire safety and evacuation plans and their duties as part of the new employee orientation annually. Records of said training shall be maintained by STIIIZY Wildomar LLC dba STIIIZY Mission Trail. A qualified fire and safety professional shall provide this training.

*Fire Prevention, Evacuation, and Fire Safety Employee Training*

STIIIZY Wildomar LLC dba STIIIZY Mission Trail's employees will be trained in fire prevention, evacuation, and fire safety by a qualified fire and safety professional in accordance with CFC 406.3.1 through 406.3.4. A qualified fire and safety professional shall provide this training.

*Fire Prevention Training*

STIIIZY Wildomar LLC dba STIIIZY Mission Trail's employees will be apprised of the fire hazards of the materials and processes to which they are exposed, which will be extremely minimal. Employees shall be provided instruction by a qualified person(s) in the proper procedures for preventing fires in the conduct of their assigned duties.

*Evacuation Training*

STIIIZY Wildomar LLC dba STIIIZY Mission Trail's employees will be familiarized with the fire alarm and evacuation signals, their assigned duties in the event of an alarm or emergency, evacuation routes, areas of refuge, exterior assembly areas and procedures for evacuation by a qualified person(s).

*Fire Suppression Training*

STIIIZY Wildomar LLC dba STIIIZY Mission Trail 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. The locations of fire extinguishers are identified on the "Facility Plan."

*Emergency Lockdown Training*

STIIIZY Wildomar LLC dba STIIIZY Mission Trail's employees will be trained to execute the lockdown plan and be trained on their assigned duties and procedures in the event of an emergency lockdown.

*Medical Emergency Training Procedures*

A medical emergency is a serious and unforeseen situation that has been caused by a sudden illness or injury, requiring urgent medical attention.

Employees are trained in anticipating several types of emergencies before they happen. In the unfortunate event that a medical emergency does occur, employees are trained to:

- **Check:** Examine the injured individual to assess what type of medical emergency they have encountered.
- **Call:** Call 9-1-1 so that emergency life support and help will arrive as soon as possible.
- **Care:** Designated first aiders in the workplace should provide the relevant medical emergency procedures.

We have identified some common medical emergencies. STIIIZY Wildomar LLC dba STIIIZY Mission Trail employees are trained to manage these specific medical emergencies in the following ways:

**Collapse:** Check if the individual has any other obvious injuries such as a bleeding wound. If none, put the person in a recovery position and wait with them for medical help. Ensure airways are clear and they are breathing properly.

**Choking:** Stand behind the individual and support their chest with one hand, whilst giving them up to five sharp blows to the back. If this does not work, administer five abdominal thrusts. This should not be performed in the same way on a pregnant woman.

**Electric Shock:** Ensure power supply has been cut off, then put the person in recovery position.

**Allergic Reaction:** Remove the allergens triggering the attack if possible. Lay the person down flat and monitor their condition until help arrives.

**CPR / First-Aid Training:**

STIIIZY Wildomar LLC dba STIIIZY Mission Trail understands that first aid must be available within 3 to 4 minutes of an emergency. Worksites more than 3 to 4 minutes from an infirmary, clinic, or hospital should have at least one person on-site trained in first aid (available all shifts), have medical personnel readily available for advice and consultation, and develop written emergency medical procedures. STIIIZY Wildomar LLC dba STIIIZY Mission Trail ensures that their security professionals are trained in first aid and CPR, as the Security Guards are onsite 24 hours per day. In addition:

- First aid supplies are available to the trained first aid providers.
- Emergency phone numbers are placed in conspicuous places near or on telephones; and
- Prearranged ambulance services for any emergency are available.

STIIIZY Wildomar LLC dba STIIIZY Mission Trail coordinates an emergency action plan with the nearest outsider responders such as the fire department, hospital emergency room, EMS providers and local HAZMAT teams, prior to opening. The GM will be provided with information during training on how to communicate with the outside responders in the event of an emergency.

Twice a year, STIIIZY Wildomar LLC dba STIIIZY Mission Trail will provide CPR training, free of charge to any employee who is interested in obtaining these skills. All Security Guards and GMs will be required to maintain CPR and First-aid certifications.

**Cal/OSHA Training**

STIIIZY Wildomar LLC dba STIIIZY Mission Trail's GM and at least one other employee will acquire OSHA certification, as part of STIIIZY Wildomar LLC dba STIIIZY Mission Trail's comprehensive employee education. Cal/OSHA training includes fire safety education, specifically with regards to exit routes, fire extinguisher use, fire prevention plans, and emergency procedures in the case of a fire or other workplace incident.

STIIIZY Wildomar LLC dba STIIIZY Mission Trail will incorporate Cal/OSHA safety guidelines to maximize workplace safety, including the following:

- Providing easily accessible first aid equipment.
- Implementing an Injury and Illness Prevention Program.
- Inspecting premises regularly for potential hazards.
- Promptly investigating workplace accidents.
- Identifying and correcting occupational hazards; and
- Enforcing employee compliance with company policies.

*Fire Inspector Access*

In addition to the mandatory inspection to obtain fire department approval prior to commencing operations, STIIIZY Wildomar LLC dba STIIIZY Mission Trail will allow fire inspectors access to audit our building for fire life safety concerns on a yearly basis or as determined necessary per the fire marshal.

**Written and Physical Mechanisms in Place to Deal with Each Situation**

*Written Fire Incident Procedures*

A copy of a written "Fire Emergency Procedures" document, clearly identified as such, will be maintained on STIIIZY Wildomar LLC dba STIIIZY Mission Trail's premises in (near the first aid kit) the Manager's Office.

The "Fire Emergency Procedures" document shall include the following Step by Step Process language:

- In the event of a fire emergency, the General Manager ("GM") or his/her designated employee(s) shall call 9-1-1 to report the fire incident.
- The GM 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 on the south side of the building.
- If safe to do so, the GM will utilize the onsite portable fire extinguishers to suppress the fire. If the fire cannot be suppressed or contained, the GM and STIIIZY Wildomar LLC dba STIIIZY Mission Trail's employees shall vacate the premises and alert the surrounding businesses of the fire.
- Upon arrival at the predesignated assembly location, the GM shall account for all occupants of STIIIZY Wildomar LLC dba STIIIZY Mission Trail's facility and render first aid, as necessary.
- Upon termination of the incident, the GM shall interface with the City of Wildomar Fire Department to determine how the fire started and what precautionary measures should be taken to prevent future fires.

*Written Hazardous Materials/Inhalation Procedures*

A copy of any written Hazardous Materials/Inhalation Procedures/Program document will be maintained on STIIIZY Wildomar LLC dba STIIIZY Mission Trail's premises in both the Retail Area and Manager's Office. It shall be clearly identified as "Hazardous Materials/Inhalation Procedures" and always kept in an accessible location.

The Hazardous Materials/Inhalation Procedures document shall include the following Step by Step Process language:

- In the event of a Hazardous Materials/Inhalation incident, (i.e., significant spillage of cleaning products or hazardous gas produced resulting from mixing of incompatible

cleaning products), the GM or his/her designated employee(s) shall call 9-1-1 to report the incident.

- The GM 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 on the south side of the building.
- If safe to do so, the GM will utilize the onsite hazmat absorbent pad or mat to absorb and control the spill. If the spill cannot be contained, the GM and STIIIZY Wildomar LLC dba STIIIZY Mission Trail's employees shall vacate the premises and alert the surrounding businesses of the chemical incident.
- Upon arrival at the predesignated assembly location, the GM shall account for all occupants of STIIIZY Wildomar LLC dba STIIIZY Mission Trail's facility and render first aid, as necessary.
- If an employee is exposed to a hazardous material (i.e., splashed it in eyes, on skin or clothing) the GM 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 GM shall meet with the City of Wildomar Fire Department to determine how the incident occurred and what precautionary measures should be taken to prevent future hazardous materials related incidents.

## FIRE SUPPRESSION

### Fire Department Access

- A KNOX key box or key switch will be installed on the front exterior of STIIIZY Wildomar LLC dba STIIIZY Mission Trail's building, because access to or within STIIIZY Wildomar LLC dba STIIIZY Mission Trail's structure is restricted because of secured openings and to allow immediate access for lifesaving or fire-fighting purposes. 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 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 have identifying signage to aid firefighters.
- STIIIZY Wildomar LLC dba STIIIZY Mission Trail will keep all fire access roads, driveways, sidewalks, and park strips on or adjacent to the premises clear to allow emergency vehicle access.

### Fire Extinguisher Maintenance

Portable fire extinguishers with a minimum rating of 2A10BC 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 Department. STIIIZY Wildomar LLC dba STIIIZY Mission Trail will strategically locate all extinguishers in the service areas and Manager's office per NFPA 10.

**Automatic Fire Protection Systems (Fire Sprinklers)**

STIIIZY Wildomar LLC dba STIIIZY Mission Trail dba STIIIZY Mission Trail's facility is not equipped with an automatic fire protection system (Fire Sprinklers).

Although not required by the California Building Code ("CBC"), if required by the City of Wildomar, the building will install automatic sprinklers. Said sprinklers would be designed and installed in accordance with the National Fire Protection Association (NFPA 13) and Section 903 of the CBC. The sprinkler discharge design density would be for light hazard which has a Response Time Index (RTI) commensurate with quick response and an activation temperature of 165° F. The sprinkler system will be inspected, tested, and maintained as required by the California Edition of the National Fire Protection Association 25 to ensure reliable operation.

**Evacuation Assembly Area**

STIIIZY Wildomar LLC dba STIIIZY Mission Trail's site plan, located below, indicates the evacuation assembly area will be in the parking lot located on the west side of the building. Normal routes of fire department vehicle access will be from the North or South on Mission Trail.

*Primary Assembly Area:* Parking lot on the west side of the building.

*Secondary Assembly Area:* In the event the Primary Assembly Area is compromised, evacuees will be directed to assemble at a safe location and distance from the building.

Upon arriving to the Assembly Area, employees will immediately report to the GM 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; and
- Monitor the incident and communicate with both the evacuees and emergency response personnel and await further directions before allowing the evacuees to leave the premises or re-enter the premises.

**STIIIZY Wildomar LLC dba STIIIZY Mission Trail**

**Evacuation and Staging Plan**




## Safety Floor Plan

STIIIZY Wildomar LLC dba STIIIZY Mission Trail's floor plan, located below, indicates the following items per code, except for those not required for this occupancy type:

- Exits.
- Primary evacuation routes.
- Secondary evacuation routes.
- Portable fire extinguisher locations.
- Fire alarm annunciators and controls (if applicable)
- Fire Sprinkler Control Valves (if applicable)
- Manual fire alarm boxes.

- KNOX Key Box
- Waste management bin location; and
- First Aid location

The following are not required for the purposes of the floor/site plan, but can be added at the request of the city:

- Accessible egress routes.
- Refuge areas associated with smoke barriers and horizontal exits.
- Occupant-use hose stations.

**Fire Evacuation Routes**

*General Evacuation Procedures*

In the event of an emergency threatening the safety of employees and visitors at STIIIZY Wildomar LLC dba STIIIZY Mission Trail, a building evacuation may be necessary. All STIIIZY Wildomar LLC dba STIIIZY Mission Trail's staff will be apprised of the following evacuation procedures. STIIIZY Wildomar LLC dba STIIIZY Mission Trail's fire evacuation plan consists of the following procedures, subject to the review and approval of the City of Wildomar Fire Chief or designee. All STIIIZY Wildomar LLC dba STIIIZY Mission Trail 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, vendors, or other visitors to the proper exits and routes to the meeting places. Staff will take the following evacuation actions:

- Take the proper evacuation routes, which are the shortest routes to the outside of the building.
- Identify two escape routes, since one exit might be blocked by fire, or other obstructions.
- Enact safety procedures unique to each area of the building; and
- After evacuating, proceed around the perimeters of the main building complex to the designated "Assembly Area."

*GM Responsibilities*

- Perform a sweep of the building prior to exiting the building to ensure that all personnel have safely evacuated.
- Confirm all perimeter doors are closed and locked, precluding unauthorized and unsafe entry by others; and
- Confirm that any occupant with a disability is safely assisted or removed from the building and taken to the Assembly Area.

**Fire Evacuation Plan**

*Emergency Egress or Escape Routes*

The emergency egress and escape routes are indicated on the facility site plan (See below). If an evacuation is necessary during an emergency, all occupants will exit the building and assemble in the parking lot on the west side of the building. If an emergency requires a "defend/shelter in

place" response, all windows and doors will be closed, and the HVAC system will be turned off to prevent outside air from entering the building.

*Procedures for Employees Who Must Remain to Operate Critical Equipment Before Evacuating*

As this is a retail sales, distribution and delivery operation, no critical equipment requiring special attention by employees will be present in the building. Therefore, no employees will be required to remain inside to operate critical equipment before evacuating.

*Procedures for Assisted Rescue for Persons Unable to Use the General Means of Egress Unassisted*

Assisted rescue of person(s) unable to use the general means of egress unassisted during an evacuation will be performed by the GM or his designated employees.

*Evacuation Routes and Procedures for Accounting for Employees and Occupants After Evacuation*

In the event of a building evacuation, the GM will direct the occupants of the building to the closest exit and assemble in the parking lot on the west side of the building. Once the evacuated occupants are assembled in the designated assembly area, the GM, or his designated employees, will confirm that all building occupants are accounted for.

*Personnel Responsible for Rescue or Emergency Medical Aid*

The GM will be responsible for rescue and emergency medical aid, with the assistance of CPR and First Aid certified Security personnel.

*Preferred and Alternative Means of Notifying Occupants of a Fire or Emergency*

The primary method of notifying both employees and customers of a fire or emergency will be through verbal communication as the space being occupied is quite small. An alternative means of notifying occupants of the building during a fire or emergency will be accomplished using cell phone calls and/or group text messages. A manual alarm as approved by the City of Wildomar, will also sound.

*Preferred and Alternative Means of Reporting Fires and Other Emergencies to Fire Department or Designated Emergency Response Organization*

The preferred means of reporting fires and other emergencies to the fire department will be through the in-house landline 9-1-1 phone system. An alternate means of communicating a fire or emergency to the Wildomar Fire Department will be using cell phones and dialing the Wildomar Fire Department's non-emergency phone number (951) 678-1661.

*Personnel Who Can Be Contacted for Further Information or Explanation of Duties Under the Plan*

The GM will be the point of contact for further information or explanation of duties under the plan.

*Description of Emergency Voice/Alarm Communication System Alert Tone and Preprogrammed Voice Messages*

An emergency voice/alarm communication system with an alert tone with pre-programmed voice messages is not available at this facility. If required by the City of Wildomar Fire Department as a condition of licensing approval, STIIIZY Wildomar LLC dba STIIIZY Mission Trail will install such a system.

*Maintenance of Fire Safety and Evacuation Plans*

STIIIZY Wildomar LLC dba STIIIZY Mission Trail's Fire Safety and Evacuation Plan will be reviewed and updated annually by the GM to ensure that changes in staff assignments, occupancy or the physical arrangement of the building are accurately reflected in the Fire Safety and Evacuation Plan. All updated plans will be peer reviewed by a qualified Fire Life Safety Specialist to ensure accuracy.

*Availability of Fire Safety and Evacuation Plans*

STIIIZY Wildomar LLC dba STIIIZY Mission Trail's Fire Safety and Evacuation Plans shall be available in GM's office for reference and review by employees. Copies shall be furnished to the City of Wildomar Fire Chief for review upon his or her request.

*Distribution of Fire Safety and Evacuation Plans*

STIIIZY Wildomar LLC dba STIIIZY Mission Trail's Fire Safety and Evacuation Plan will be distributed to the employees by the GM. The GM shall distribute to their employees all applicable parts of the fire safety plan that will affect the employees' actions in the event of a fire or other emergency.

*Provision of Emergency Procedures and Information to Occupants*

A floor plan providing emergency procedures information is attached for your review and approval. The attached plan will be posted at all public entrances to the subject property by the GM. The information will be posted in a manner where it can be easily seen immediately upon entering the floor level of the building. Emergency procedures information will be printed with a minimum of 3/16-inch high non decorative lettering providing a sharp contrast to the background.

*Emergency Evacuation Drills*

STIIIZY Wildomar LLC dba STIIIZY Mission Trail shall conduct annual emergency evacuation drills in accordance with the 2019 California Fire Code 405.2 through 405.9. Emergency Drills will be performed twice yearly. A designated person will time and evaluate the evacuation to determine if the Emergency Drill was effective. Any changes to the Emergency Drill will be incorporated into the Fire and Safety Plan by the GM.

*Leadership During Drills*

The GM will be responsible for the planning and execution of emergency evacuation drills at STIIIZY Wildomar LLC dba STIIIZY Mission Trail's facility.

*Timing of Drills*

Emergency evacuation drills will be held and supervised at STIIIZY Wildomar LLC dba STIIIZY Mission Trail's facility in varying conditions and unexpected times as required by the 2019 California Fire Code.

*Drill Records*

STIIIZY Wildomar LLC dba STIIIZY Mission Trail will maintain the following emergency evacuation drill records:

- Identity of the person conducting the drill.
- Date and time of the drill.
- Notification method used.
- Employees on duty and participating.

- The Number of occupants evacuated.
- Special conditions simulated.
- Problems encountered.
- Weather conditions when occupants were evacuated; and
- Time required to accomplish complete evacuation.

*Notification of Drills*

Prior to the commencement of an emergency evacuation drill, STIIIZY Wildomar LLC dba STIIIZY Mission Trail's GM will notify the City of Wildomar Fire Department at (951) 678-1661.

*Initiation of Drills*

Emergency evacuation drills will be initiated verbally by the GM or activating the fire alarm system at the facility.

*Accounting for Building Occupants During Drill*

Once all occupants of the building have safely evacuated and arrive at the assembly point, a sweep of the evacuated building shall be made to ensure that all the occupants have been safely evacuated and accounted for.

*Recall and Reentry After Drill*

Upon completion of the evacuation drill, a recall signal (voice, portable air horn or bullhorn) shall be initiated by the fire official in charge of the incident. STIIIZY Wildomar LLC dba STIIIZY Mission Trail occupants will not be allowed to reenter the building until the GM initiates an "all clear."

**Evacuation Routes**

STIIIZY Wildomar LLC dba STIIIZY Mission Trail's primary and secondary evacuation routes are identified on the attached Safety Plan Diagram.

*Primary Evacuation Route*

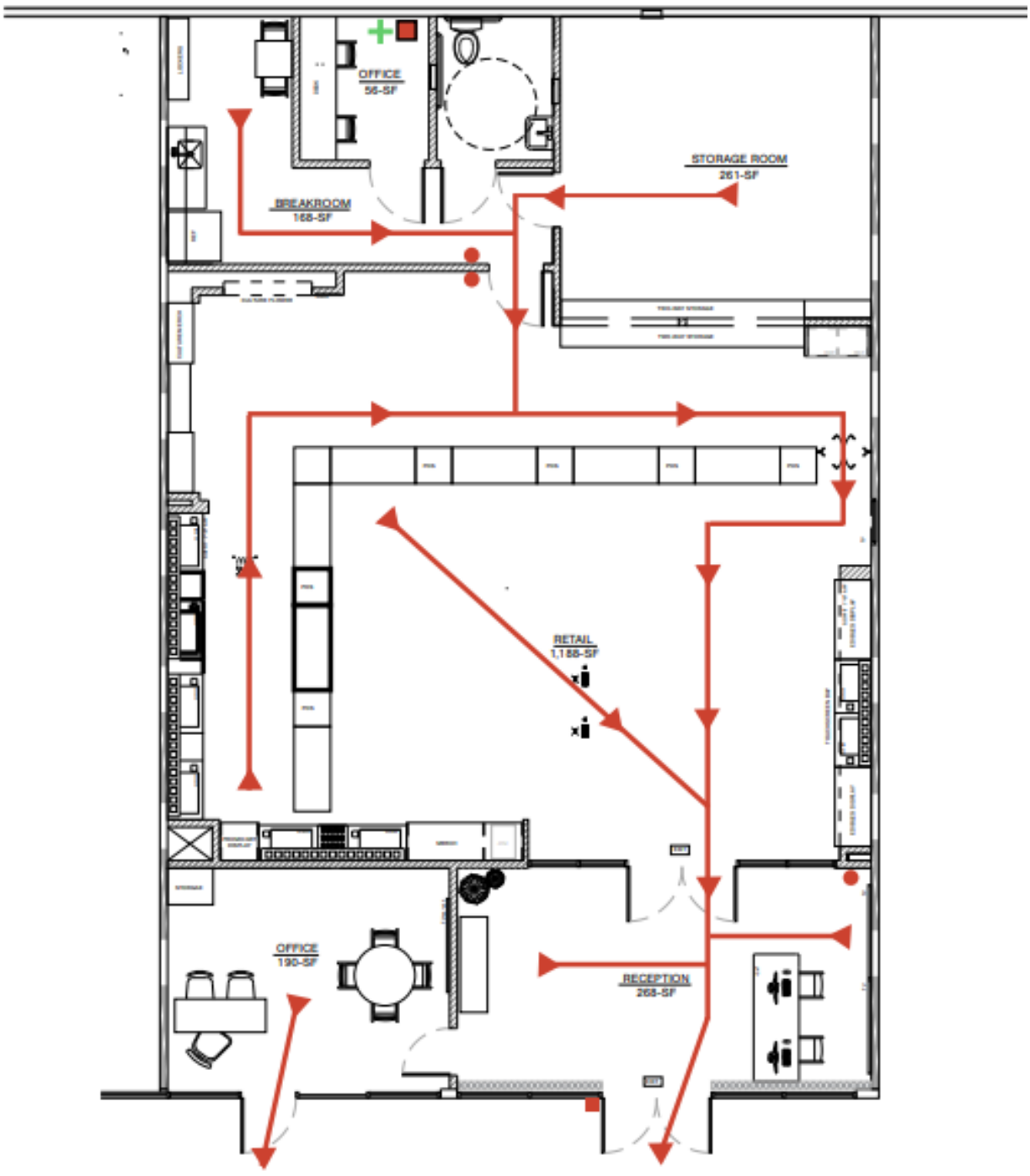
Occupants of STIIIZY Wildomar LLC dba STIIIZY Mission Trail will evacuate through the west door of the facility and walk west to the assembly point located in the parking lot on the west side of the building.

*Secondary Evacuation Route*

Occupants of STIIIZY Wildomar LLC dba STIIIZY Mission Trail will evacuate through the approved exits away from the facility and assemble in the parking lot on the southwest side of the building.

Please see the diagrams to follow for a visual of the evacuation routes and placement of safety equipment.

# STIIIZY Wildomar LLC dba STIIIZY Mission Trail
## Facility Plan




Exit Route
2A 10BC Fire Extinguisher
First Aid Kit
KNOX Box
Fire Safety Plan

**Description of all Accident and Incident Reporting Procedures**

*Reporting Procedure for a Fire or Other Emergency*

In case of a fire or emergency at subject property, the GM and/or his designated employee will immediately contact the City of Wildomar Police Department and/or City of Wildomar Fire Department by calling 9-1-1. Fires and other emergency situations can reach dangerous levels in seconds and any delay in getting emergency responders to the scene can result in additional loss of life and property.

*Procedures for Notifying Occupants, Including Areas with A Private Mode Alarm System*

Upon receipt of information regarding a fire or other emergency, the GM will verbally report the emergency to the occupants of the building and initiate the alarm system. STIIIZY Wildomar LLC dba STIIIZY Mission Trail's alarm will be perceptible above ambient noise and light levels. The GM will direct the occupants to the designated assembly area.

*Procedures for Occupants Under a "Defend-In Place" Response*

In the event an emergency requiring a "defend in place" response occurs, all window and door openings will be secured, and the building's HVAC system will be deactivated. The occupants of the building will be directed to stay inside until the emergency has been mitigated and an all clear has been declared by the police and fire departments.

*Procedures for Evacuating Occupants, Including Those Who Need Evacuation Assistance*

Upon receipt of a report of fire or other emergency that requires the building to be evacuated, the GM and/or his designated employee will verbally announce the emergency to the occupants and begin a safe and timely evacuation of the building, the GM 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 GM and/or his designated employee will perform an accountability check of all occupants.

*On-Site Designated Representative and Phone Line*

STIIIZY Wildomar LLC dba STIIIZY Mission Trail will provide the City Manager, law enforcement, and all neighbors within one hundred feet of the business with the name, phone number and email address of STIIIZY Wildomar LLC dba STIIIZY Mission Trail's managers to manage any community complaints, inquiries, or concerns.

Our on-site representatives are responsible for the following safety-related procedures, including to immediately report:

- Any conditions which have harmed or could harm the health, safety or general welfare of any person or member of the public to the Chief of Police or designee.
- Any information indicating that any person experienced an adverse reaction to, or other difficulty related to, any cannabis or cannabis product procured from the cannabis business to the Chief of Police, County Health department, or designee and
- Within 24 hours any activity occurring at the business or involving a delivery driver or vehicle that involves an industrial accident reportable to OSHA, any activity that constitutes criminal activity, any vehicle accident that results in a police report or exchange of information to the Chief of Police or designee.

*Vehicle Accident Reporting Procedures*

Should STIIIZY Wildomar LLC dba STIIIZY Mission Trail offer delivery services, STIIIZY Wildomar LLC dba STIIIZY Mission Trail employees will adhere to the following vehicle accident reporting procedures:

- The Delivery Driver will turn on emergency flashers and exit the vehicle when safe.
- The Delivery Driver will call 911 immediately if injured.
- The Delivery Driver will attempt to gather information from the other motorist and take a picture of the other vehicle's license place in case the other driver flees the scene.
- The Delivery Driver will photograph STIIIZY Wildomar LLC dba STIIIZY Mission Trail's vehicle and the surrounding area.
- The Delivery Driver will obtain any witness contact information.
- As soon as is safe to do so, the Delivery Driver will call the Manager-on-Duty to report that an accident has occurred and any pertinent details.
- Delivery Driver will fill out the Vehicle Accident Report for submission to Manager.
- Within 24-hours, STIIIZY Wildomar LLC dba STIIIZY Mission Trail will report accidents resulting in personal injuries to:
    - The local police department where the incident occurred.
    - Business Manager.
    - Chief of Police; and
    - STIIIZY Wildomar LLC dba STIIIZY Mission Trail's Manager will email the City of Wildomar's Cannabis contact and provide the incident date, time, location, involved vehicles and drivers, circumstances associated with the incident and local police department case number.
- Within 24-hours from an accident resulting in property damage only:
    - Delivery driver will exchange driver, vehicle, and insurance information with all involved parties.
    - STIIIZY Wildomar LLC dba STIIIZY Mission Trail will report the accident to:
        - The local police department where the incident occurred.
        - Business Manager; and
        - Chief of Police.

STIIIZY Wildomar LLC dba STIIIZY Mission Trail's Manager will contact the city of Wildomar including the date, time, location, involved vehicle and driver, circumstances, and local police department case number, as applicable.

- For accidents resulting in any theft or loss of cannabis, cannabis product, or money, within 24-hours, STIIIZY Wildomar LLC dba STIIIZY Mission Trail will report to:
    - The local police department where the incident occurred.
    - Business Manager.
    - Chief of Police; and
    - STIIIZY Wildomar LLC dba STIIIZY Mission Trail will provide the City of Wildomar Cannabis manager with incident date, time, location, involved vehicle and driver, circumstances and local police department case number.
- If the incident did not occur within the investigative authority of the City of Wildomar Police Department, a duplicate City of Wildomar Police Department notification will be made by calling the non-emergency citizen contact dispatch center number at (559) 675-4200.
- STIIIZY Wildomar LLC dba STIIIZY Mission Trail will notify the City Manager within twenty-four (24) hours via email after discovering any of the following:

- Significant discrepancies identified during inventory. The level of significance shall be determined by the regulations promulgated by the City Manager.
- Diversion, theft, loss, or any criminal activity involving the cannabis business or any agent or employee of the cannabis business.
- The loss or unauthorized alteration of records related to cannabis, customers or employees or agents of the cannabis business.
- Any other breach of security.

**HVAC SYSTEMS**

STIIIZY Wildomar LLC dba STIIIZY Mission Trail's Heating, Ventilation and Air Conditioning ("HVAC") System is a standard single split system which will be monitored/controlled by the supervising fire alarm system if required by code. (See above HVAC description.)

**ALARM SYSTEMS**

If required, STIIIZY Wildomar LLC dba STIIIZY Mission Trail will install an automatic Fire Alarm and Monitoring System meeting NFPA 72 standards per the 2022 California Fire Code. Plans will be submitted to the City of Wildomar Department of Building and Safety and or the City of Wildomar Fire Department for approval. STIIIZY Wildomar LLC dba STIIIZY Mission Trail understands that City of Wildomar may require specialized licensing for contractors involved in the installation, testing, and maintenance of Fire Alarm and Monitoring System (C-7/C-10) for Fire Alarm Systems. STIIIZY Wildomar LLC dba STIIIZY Mission Trail will utilize an Underwriters Laboratory approved alarm monitoring company as approved by City of Wildomar, CA.

STIIIZY Wildomar LLC dba STIIIZY Mission Trail's fire alarm system will be:

- Separate from the burglar alarm system.
- Fully functional at all times
- Installed prior to beginning operations.
- Automatic and meet NFPA 72 standards.
- Always monitored by a UL listed central station service and
- Supplied with secondary power.

STIIIZY Wildomar LLC dba STIIIZY Mission Trail's fire alarm system will provide:

- Fire department notification by transmitting a signal to a UL listed Central Station Monitoring Company; and
- Occupant notification utilizing approved notification devices.

Per NFPA 72, STIIIZY Wildomar LLC dba STIIIZY Mission Trail's fire alarm system will include one manual fire alarm box to initiate an approved fire alarm signal.

If a fire sprinkler system is required, STIIIZY Wildomar LLC dba STIIIZY Mission Trail will ensure that the automatic sprinkler system in the building is monitored by the fire alarm system.

**OCCUPANCY CLASSIFICATION**

STIIIZY Wildomar LLC dba STIIIZY Mission Trail's location is classified as B Occupancy (Retail).

## HAZARD COMMUNICATION (IFC SECTION 407.1- 407.7)

### 407.1 General

Hazardous Materials will not be stored or used at this facility apart from small quantities of household cleaning supplies. The cleaning supplies are consumer products commonly sold to the public exempt from the Hazard Communication requirements of 8 CCR §5194(b). Should OSHA require a Hazard Communication Program due to the storage of cleaning supplies, we will draft one utilizing the guidelines provided here.

### 407.2 Material Safety Data Sheets ("MSDS")

Hazardous Materials will not be stored or used at this facility apart from small quantities of household cleaning supplies. Though not hazardous, cannabis waste is stored in locked receptacles. Waste Management manifests will be properly maintained for all Cannabis Waste removed.

### 407.3 Identification

Hazardous Materials will not be stored or used at this facility apart from small quantities of household cleaning supplies. All cleaning supplies will be properly labeled and marked as such.

### 407.4 Hazardous Materials Training

Hazardous Materials will not be stored or used at this facility apart from small quantities of household cleaning supplies. All employees will be trained in the proper use of the common cleaning supplies. Gloves will be provided for use when using cleaning supplies.

### 407.4.1 Fire, Hazardous Material, and Inhalation Issues/Threats

STIIIZY Wildomar LLC dba STIIIZY Mission Trail will implement precautionary measures (i.e., proper storage and handling), as required by State law, to ensure that employees and/or customers follow the required guidelines regarding the inhalation hazards associated with the exposure to cannabis related products. All cleaning supplies will be stored in a janitorial closet, which is always locked and only accessible with those provided appropriate credentials.

### 407.5 Hazardous Materials Inventory Statement

Hazardous Materials will not be stored or used at this facility apart from small quantities of household cleaning supplies.

### 407.6 Hazardous Materials Management Plan

Hazardous Materials will not be stored or used at this facility apart from small quantities of household cleaning supplies.

### 407.7 Facility Closure Plans

Hazardous Materials will not be stored or used at this facility apart from small quantities of cleaning supplies.

**Fire**

All Cannabis products will be kept away from ignition sources while securely stored or on display and will always be supervised by STIIIZY Wildomar LLC dba STIIIZY Mission Trail's staff. No cleaning supplies will be stored near an ignition source, as cleaning supplies are typically flammable. All cleaning supplies will be stored in a cool dry janitorial closet.

**Hazardous Materials/Inhalation Issues or Threats**

As this is a cannabis retail facility, there will be no hazardous waste generated, stored, or transported at or from STIIIZY Wildomar LLC dba STIIIZY Mission Trail's premises. As stated above, there are no inhalation issues or threats, as this is a retail facility not a testing or manufacturing facility.

Prepared by:



Robert L. Rowe, Fire Consultant / Certified Fire Investigator/P.I.
December 5, 2024

**STIIIZY WILDOMAR LLC DBA STIIIZY MISSION TRAIL**
**EMERGENCY EVACUATION PROCEDURES**

In the event of an emergency threatening the safety of employees and visitors at STIIIZY Wildomar LLC dba STIIIZY Mission Trail, a building evacuation may be necessary. All STIIIZY Wildomar LLC dba STIIIZY Mission Trail staff should plan and discuss the following evacuation procedures:

**GENERAL EVACUATION PROCEDURES**

**Employee Responsibilities**

Anyone that observes an emergency condition or situation should call 911. **If you use your cellular phone to dial 911, please remember to dial (951) 678-1661, so that the call goes directly to the local emergency responders.** 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."

**General Manager Responsibilities**

- The General Manager will do a sweep of the building prior to exiting the building to ensure that all personnel have safely evacuated.
- The General Manager 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:** in the parking lot on the south side of the building.
(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 from the building.

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 directions 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.

**STIIIZY WILDOMAR LLC DBA STIIIZY MISSION TRAIL**
**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 _____

This document must be completed at the completion of the "Emergency Evacuation Drill" and shall be kept on file and made available to the City of Wildomar Fire Department upon request.

# SAEFTY/SECURITY PLAN

## SAFETY/SECURITY PLAN

STIIIZY Mission Trail has contracted with licensed professional security consultant Accelerated AV2 (CA LIC# 1063370, ACO LIC#5850) to assist in designing our security program and strategy. Josue Castro, STIIIZY's Security Liaison and Accelerated will coordinate to implement the security plan together.

### SECURITY TEAM

Since 2017, Accelerated AV has developed over 500 cannabis security plans for California cannabis businesses. Proficient in Cannabis compliance law, the Accelerated AV team adheres rigorously to regulations, ensuring their clients remain secure and well-prepared for any potential discrepancies. The Accelerated AV team utilizes cutting edge technology with the team members' years of law enforcement and private security experience to come up with the most robust security systems and plans in the cannabis industry.

STIIIZY Inc. Security Liaison: Josue Castro communicates with our third-party monitoring company and with Protective Shield Security for our Security Guards and ensures coverage and compliance across all STIIIZY operations.

Protective Shield Security: STIIIZY Inc. retains outside security company Protective Shield Security to provide security personnel for all of its 42 operating facilities and will be retained for the STIIIZY Mission Trail store. Protective Shield Security provides security for jewelry stores, banks, warehouses, hospitals and various other establishments requiring armed and unarmed security across California. All of their security guards are licensed by the State of California Bureau of Security and Investigative Services and have passed the California Power of Arrest course. All security guards have undergone multiple layers of background checks with the FBI, DOJ and state and local law enforcement agencies and have undergone drug tests. Protective Shield Security also has its own In-house Dispatch Center, which operates 24 hours, 7 days/week, and 365 days/year.

### VIDEO SURVEILLANCE

**Video Surveillance**

*Overview*: In accordance with 4 CCR § 15044, STIIIZY Mission Trail will install 23 fixed cameras wit twenty-four-hour security surveillance cameras of at least HD-quality to monitor all entrances and exits to and from the premises, all interior spaces within the cannabis business, which are open and accessible to the public, all interior spaces where cannabis, cash, or currency, is being stored for any period of time on a regular basis, and all interior spaces where diversion of cannabis could reasonably occur.

STIIIZY Mission Trail uses a professionally monitored, sophisticated high-definition surveillance system that records all activity in images capable of clearly revealing details including: Employee and visitor ID badges; facial features for facial recognition; and license plates. Cameras will be maintained in good condition and use a format approved by the Chief of Police with excellent quality, color rendition, and resolution to allow the ready identification of any individual or activity.

*Live Feed Access*: Remote and real-time live access to the video footage from the cameras has been provided to the City Manager or his/her designee(s). A live feed will also be remotely accessible for law enforcement, senior management, City Manager or his/her designee(s), and any California state agencies involved in regulating dispensaries should they request it. This feed will also allow 911 dispatchers to remotely access video of the retailer, allowing first responders better situational awareness when responding to emergencies.

The video surveillance system cameras can identify persons and, using video analytics, connect transactions to video footage. Each customer transaction is recorded such that management or security can review or investigate the interactions by, and product or cash handling procedures of, STIIIZY Mission Trail employees. For situations where monitoring of video recordings is required, such as video verification of alarm activation after business hours, STIIIZY Mission Trail employs third-party contractor, Safe and Sound Security to perform this task.

STIIIZY Trail has installed a failure notification system that provides an audible, text and visual notification of any failure in the surveillance system. The failure notification system provides an alert to senior management within five (5) minutes of the failure, either by telephone, email, or text message. In the event of a prolonged failure of the surveillance system, STIIIZY Mission Trail will take steps to ensure theft and diversion techniques are mitigated by other means.

*Retention*: All video recordings are retained for a minimum of 90 days or longer as determined by the Wildomar Police Department if the recording is needed for a particular incident. STIIIZY Mission Trail will provide the Police Department with the requested footage within 24 hours of the request from the Department.

## ALARM SYSTEM

STIIIZY Mission Trail has incorporated an alarm control panel such as the Honeywell Vista 21-iP that provides the ability to send alarm signals and upload/download via Internet Protocol. The control panel sends a signal or polling to the alarm company every 200 seconds to ensure the system is in good working order and transmitting to the alarm company. STIIIZY Mission Trail alarms are controlled by an alarm keypad equipped with a duress code. This duress code allows the user to transmit a silent signal to the alarm company and the Police Department indicating that the user is being forced to turn off the system.

Dual tech motion detectors (DT8360 series) monitor the inside perimeter for intrusion through all walls, ceilings, or openings via passive infrared heat and microwave detection. STIIIZY Mission Trail uses door contact sensors (Honeywell 968XTP High Security Magnetic Switch) to monitor when doors are opened and detect entry and exit from all secure areas.

Emergency remote panic alarm buttons are strategically and discreetly located around the retailer which immediately alerts dispatch for the Wildomar Police Department as well as the alarm monitoring company.

All security features are installed and monitored by our third-party contractor, Safe & Sound.

## SIGNAGE REQUIREMENT

In accordance with WMC § 5.76.110(Q)(3), the facility has a sign near the front entrance which is 12 inches wide and 12 inches long with letters one inch in height which states “All Activities Monitored by Video Camera.” The facility also has a sign in front of limited access areas which are at least 12 inches wide and 12 inches long with letters at least one-half inch in height which states “Limited Access Area – Authorized Personnel Only.”

## LIGHTING

The business entrance and all window areas are illuminated during evening hours. The lighting complies with the Cit’s lighting standards regarding fixture type, wattage, illumination levels, and shielding.

## COMMERCIAL GRADE LOCKS

All points of ingress and egress to the facility utilize commercial-grade, nonresidential door locks and window locks.

## NOTIFICATION OF LOCAL LICENSING AND LAW ENFORCEMENT

STIIIZY Mission Trail will notify the California Department of Cannabis Control, the Wildomar Police Department and the Wildomar Planning Department within 24 hours after discovery of the following:

- Significant discrepancies in inventory;
- 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 retail employees or agents; or
- Any other breach of security.

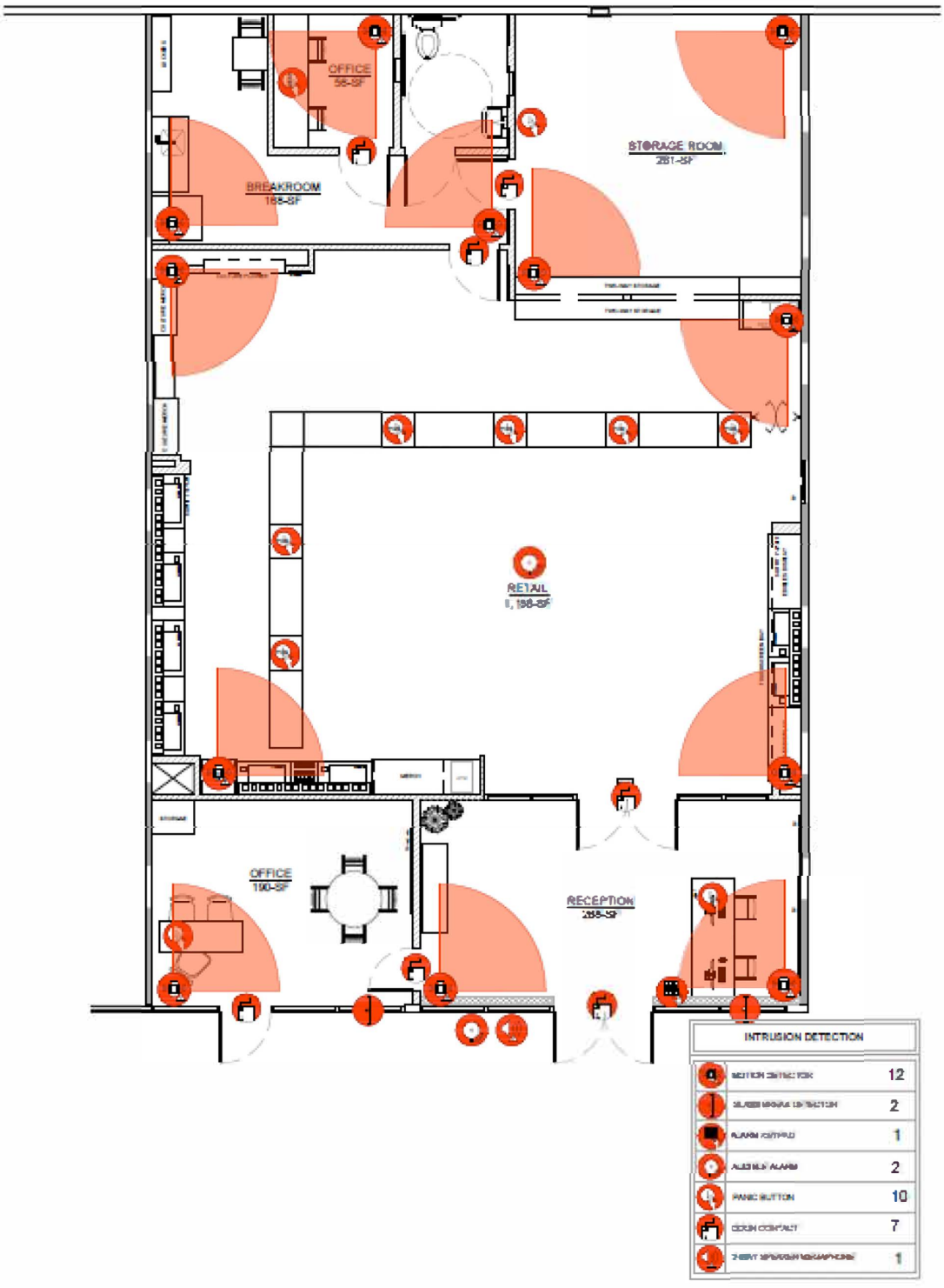
STIIIZY Mission Trail will make every effort to have open lines of communication with the City of Wildomar and its Police Department and will work with them to prevent and reduce crime in Wildomar.

## PREMISES (SECURITY) DIAGRAM

Please see the following Page for the Premises Security Diagram for our Alarm and Surveillance Plans.

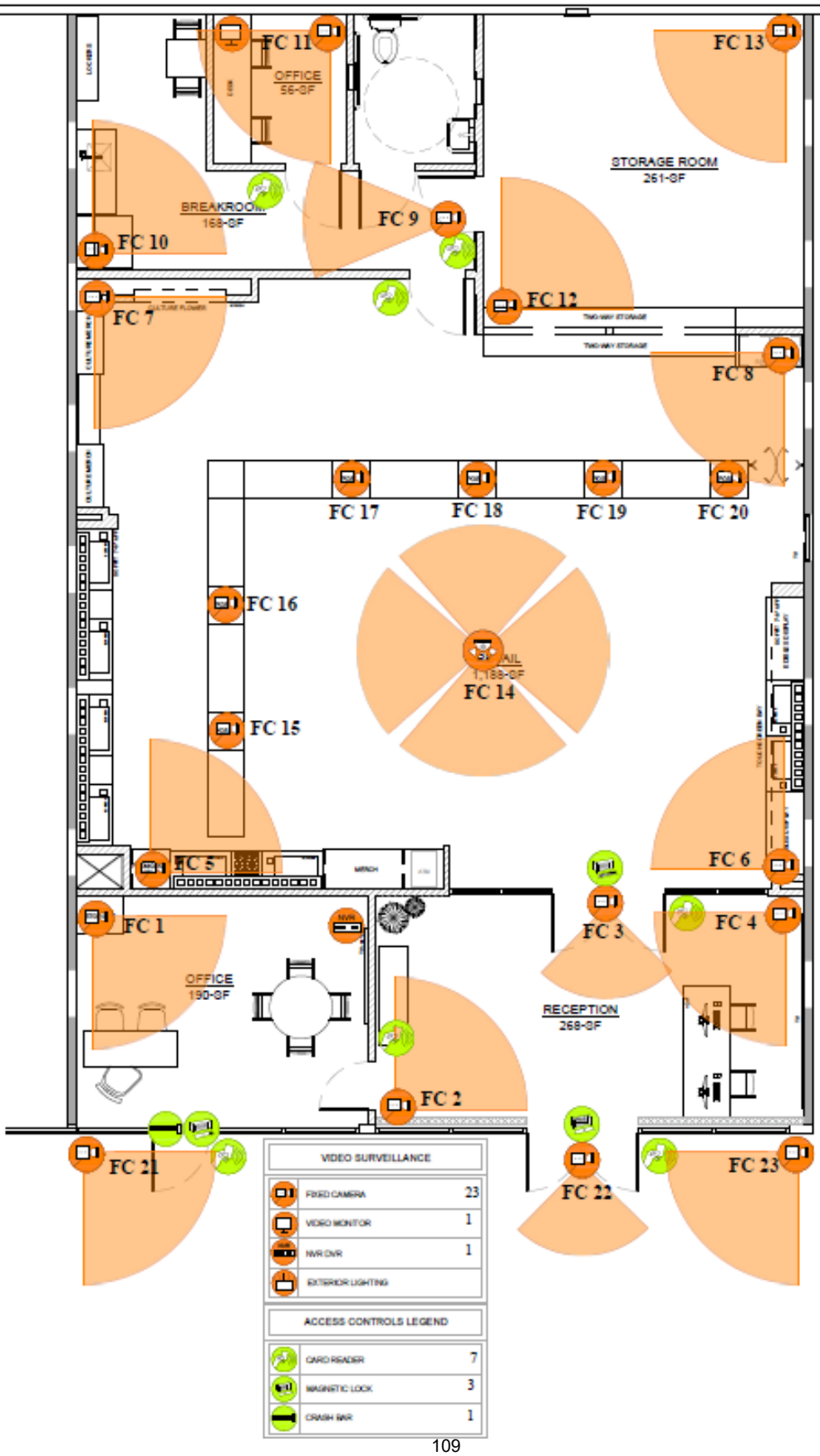
STIIIZY

**ALARM PLAN**



STIIIZY

**SURVEILLANCE PLAN**



## RESPONSIBILITY OF SECURITY GUARDS

The security guards we employe have undergone a competitive vetting process and are of the highest caliber in conflict resolution and safety training. They are trained to act as a deterrent yet able to render aid and protect without the use of weapons. Security guards are licensed to perform security services by the California Department of Consumer Affairs Bureau of Security and Investigative Services and possess their valid "Security Guard Card" at all times. Additionally, the security guards are:

- Required to pass a criminal history background check and a drug test;
- Required to carry a valid and current security guard registration card pursuant to California Business and Professions Code Article 4, Section 7583.3; and
- Required to have completed at least 32 hours of training on the following topics:
    - Burglary/Theft prevention training;
    - Emergency notifications, response, and reporting procedures;
    - Effective patrolling of the facility;
    - Securing the premises and assigned work areas;
    - Proper method for securing cannabis and currency at the end of each work day;
    - Utilization of the store cameras and communication techniques with the camera operators;
    - Management of unusual circumstances such as burglaries, robberies, fires, etc.;
    - Limitations on a security guard's power to arrest;
    - Restrictions on searches and seizures;
    - Trespass laws;
    - Ethics and communications; and
    - Emergency situation response, including medical emergencies.

**Number of Guards**

In accordance with 4 CCR § 15045, STIIIZY Mission Trail has contracted with experienced cannabis third-party security guard provider Protective Shield Security[1] (PPO #17903), who staffs at least 2 uniformed security guards during operating hours and at least 1 armed uniformed security guard during off-hours. Protective Shield Security also provides 24-hour dispatch in the event additional security guards are needed during an emergency.

**Hours Guards are On-Site**

A minimum of 2 security guards during operating hours are on site from 8:00 a.m. to 10:30 p.m.

A minimum of 1 security guard during off hours is on site from 10:00 p.m. to 8:30 a.m.

**Locations they are Positioned**

One Security Guard is primarily positioned on the Retail Floor next to the door separating the limited access area from the Retail Floor. This position enables rapid response to any disturbance at the transaction counter, while also blocking the limited access entry point leading to the back-office area. This security guard also monitors loading/unloading areas when distributors deliver shipments and supervise the pick-up of cash from our store.

The second security guard is outside of the lobby, assisting with identification verification duties and establishing an overt, peaceful presence before customers enter the facility. This second security guard also monitors

[1] https://protectiveshieldsecurity.com/

loading/unloading areas when distributors deliver shipments and supervises the pick-up of cash from our store. This second security guard also conducts perimeter walks to ensure there is no loitering in the parking lot or elsewhere.

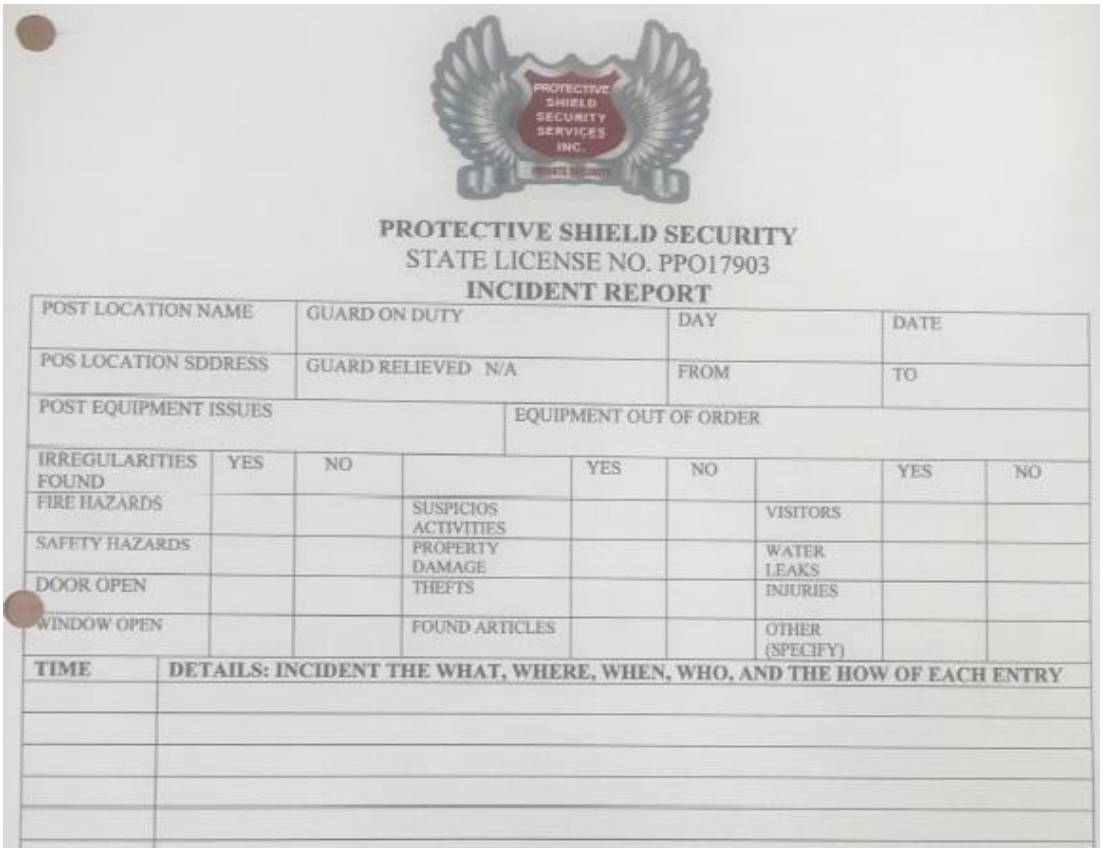
**Guards' Roles and Responsibilities**

Security Guards proactively and pleasantly greet visitors and employees to ensure that the establishment is taking all necessary precautions for their safety. This presence will discourage loitering, suspicious activity, criminal behavior, theft, and diversion of cannabis.

Periodically during business hours, one of the two security guards patrols the premises to ensure proper security protocols are adhered to by monitoring activity within the premises, monitoring the perimeter for suspicious persons or activity, ensuring the security systems operation, conducting alternating internal and external patrols at least every 2 hours, confirming that individuals are restricted to their authorized areas, requesting identification from unfamiliar people, confirming that procedures are followed, checking for infrastructure damage and reporting any intruders or emergencies immediately. Security logs are maintained and include name, date and time, and all areas patrolled/monitored. Except during an emergency, security guards are escorted and observed by a STIIIZY Mission Trail employee anytime their presence is required in an area storing cannabis.

Our Security Guards are trained to always de-escalate any situation and contact the Wildomar Police Department as soon as any criminal activity is witnessed. They are trained to not act aggressively or take any other actions which may endanger our customers or our employees.

Security Guards are required to complete the following form and provide it to the Director of Security, should an incident occur.



PROTECTIVE SHIELD SECURITY
STATE LICENSE NO. PPO17903
INCIDENT REPORT

| | | | |
|---|---|---|---|
| POST LOCATION NAME | GUARD ON DUTY | DAY | DATE |
| POS LOCATION SDDRESS | GUARD RELIEVED N/A | FROM | TO |
| POST EQUIPMENT ISSUES | EQUIPMENT OUT OF ORDER | | |

| IRREGULARITIES FOUND | YES | NO | | YES | NO | | YES | NO |
|---|---|---|---|---|---|---|---|---|
| FIRE HAZARDS | | | SUSPICIOS ACTIVITIES | | | VISITORS | | |
| SAFETY HAZARDS | | | PROPERTY DAMAGE | | | WATER LEAKS | | |
| DOOR OPEN | | | THEFTS | | | INJURIES | | |
| WINDOW OPEN | | | FOUND ARTICLES | | | OTHER (SPECIFY) | | |

| TIME | DETAILS: INCIDENT THE WHAT, WHERE, WHEN, WHO, AND THE HOW OF EACH ENTRY |
|---|---|
| | |
| | |
| | |
| | |
| | |

## OTHER SECURITY AND SAFETY PROTOCOLS

**Criminal Activity Training**: All employees working in the facility complete introductory training relating to facility security prior to engaging in any occupancy or work on the premises. Training includes, at minimum, the following:

- Operation of security equipment within the scope of role(s);
- Inspecting and monitoring security equipment within the scope of role;
- Emergency notifications, response and reporting procedures;
- Effective patrolling of the facility;
- Identifying opportunities for diversion;
- Securing the premises and assigned work areas;
- Critical incidents, situational policies and procedures; and
- Proper method for securing cannabis and currency at the end of each work day.

STIIIZY Mission Trail's security training of employees focuses on prevention and the safety of the employees and customers. Specific procedures to prevent incidents include:

- Be especially vigilant on arrival and departure;
- Report any damage to a security component immediately;
- Do not block, tamper or cover any security component;
- Secure all doors when not in active use;
- Regularly check the video monitor and laser motion detectors;
- Do not justify-away unusual observations. If something seems awkward, it probably is;

- Report any suspicious activity before proceeding in or out of the facility any further;
- Never handle product or currency in view of the public or in uncontrolled areas;
- Maintain natural surveillance at all times; keep areas clear of obstructions;
- Keep doors locked at all times; even if only stepping away momentarily; and
- Maintain lighting, alarm and surveillance systems in operable and reliable order.

In the event of a robbery or other armed incident at the store, employees are taught to remain calm to reduce the likelihood of violence, not to provoke or attack the robber and to activate the panic button if this can be achieved without jeopardizing anyone's safety. After the robbery, employees are trained to immediately call local police, preserve the crime scene and immediately secure all relevant areas to prevent anyone else from entering the building.

**Fire and Disaster Response**: All employees undergo training for fires, earthquakes and other disasters. Employees are educated and trained in access routes and safety procedures during emergencies but also trained on ways to prevent fires and limit damages in the event there is an earthquake or other natural disaster. Examples of prevention and minimizing damages include:

- Minimizing the storage of combustible materials;
- Ensuring the all doors, hallways and exit routes are kept free of obstructions;
- Disposing of combustible wastes in covered, airtight metal containers;
- Ensuring that all electrical wires, equipment, gas and heating equipment are regularly inspected for safety;
- Avoiding overloading circuits with office equipment;
- Turning off nonessential electrical equipment at the end of each workday;
- Ensuring that all alarms, fire extinguishers and other fire control equipment are property maintained.

As part of the onboarding process, every retail employee is required to attend safety and emergency response training at the facility prior to his or her first day of work and will be required to repeat the training on a yearly basis. Employees are also required to memorize all emergency exit routes and the location of all fire extinguishers.

**Employee Anti-Diversion Policies**: STIIIZY Mission Trail will maintain high employment standards and conduct background checks on all of its employees, and no persons with felonies or criminal convictions substantially related to the qualifications, functions, or duties of the business or profession, including a felony conviction involving fraud, deceit, or embezzlement or a criminal conviction for the sale or provision of illegal controlled substances to a minor will be permitted to work at the store. The following policies and procedures also work together with our strict hiring policies to prevent employee theft:

- Employees are required to notify management if they witness or suspect internal theft, inventory discrepancies or record tampering;
- Inventory audits described above are performed on at least a weekly basis;
- Employees are required to sign a consent to search policy as condition of employment (including their person, possessions and vehicles while on the premises);
- Employees are required to check in all bags in a secure locker in the changing room;
- Employee movement is tracked by their access of employee only areas with their ID cards which act as FOB keys;
- All Point of Sale systems, inventory rooms and other areas where diversion of cash or product is possible will be blanketed with security cameras.

To date, there has not been a single instance of employee theft according to our inventory records.

Our underlying policy for employees is that “if you see something, say something” and for them to be in constant communications with the security teams, who are in turn in communication with the Wildomar Police Department and Wildomar Fire Department.

# WASTE DISPOSAL PLAN

STIIIZY

# WASTE DISPOSAL PLAN

## VENDOR IN CHARGE OF DISPOSAL

Stiiizy Mission Trail is contracted with Mediwaste Disposal, LLC ("MediWaste"), a licensed third-party cannabis waste removal service, for disposal of cannabis waste.[1] Our contact at MediWaste is Stephen Stagnaro who can be reached by e-mail at stephen@medi-waste.com or by phone at (855) 449-6334. STIIIZY has used MediWaste for cannabis waste disposal at our other retail locations and we are very familiar with their waste disposal procedures. MediWaste is one of the leading cannabis waste disposal companies in California and are dedicated to compliant waste disposal in an environmentally conscious manner. Waste Management or any other third-party vendor designated by Wildomar is engaged for non-cannabis waste disposal.

## SECURITY MEASURES

Stiiizy Mission Trail's General Manager is responsible for waste management and will record on digital video all instances when cannabis product is being destroyed. All cannabis waste is disposed of in the secure waste receptacle located in the limited-access area of the Inventory Room. Only authorized employees can access the limited-access room with an electronic card. The General Manager is the only employee with access to the waste receptacle. The waste receptacles will remain locked and under video surveillance at all times.

Before disposing of cannabis goods, the batch number and product information are noted in the Retail Cannabis Disposal. A General Manager must review and initial the Retail Cannabis Disposal Log prior to disposal. Cannabis goods batches or cannabis products that have failed internal quality control measures, failed a quality assurance review by a distributor, or failed regulatory compliance testing are disposed of as cannabis waste and the reason for the disposal are noted in the Track and Trace system.

All employees are trained on identifying cannabis waste and reporting it to their General Manager. Cannabis goods are considered cannabis waste if they: (i) have been abandoned on the premises; (ii) have been returned by a customer; (iii) have passed their expiration date; (iv) have been recalled; and (v) have been used for display purposes.




When cannabis waste is ready for disposal, the General Manager will contact MediWaste to schedule a pickup. All MediWaste employees arriving at our facilities will have their credentials checked and identity verified. The MediWaste employee will provide our General Manager a bill of lading evidencing the cannabis waste pickup which is immediately uploaded into Stiiizy Wildomar's records. All cannabis waste records are maintained for at least seven years.

## METHODS OF RENDERING CANNABIS WASTE UNUSABLE AND UNRECOGNIZABLE

Cannabis goods intended for disposal are destroyed, at a minimum, by removing the goods from any packaging or container and rendering them unrecognizable and unusable. Whenever practicable, Stiiizy Mission Trail will use a destruction method that is environmentally friendly and will result in compostable cannabis waste. For example,

[1] https://medi-waste.com/

cannabis flower are rendered unusable by grinding the flower and incorporating it with yard or food waste so that the resulting mixture is at least 50% non-cannabis waste by volume.

At the time of pickup, MediWaste will spray a proprietary solution on the cannabis waste to further render the cannabis unusable. The non-toxic proprietary solution is added to saturate the biomass material. This fluid changes the color, taste, and texture of the biomass while also altering its chemical composition. The active ingredients of the solution are both water- and solvent-soluble making any re-extraction impossible.

## WASTE RECORDS

Stiiizy Mission Trail will account for destroyed cannabis goods in METRC and FLowHub. Stiiizy Mission Trail will record the following within 24 hours of each cannabis waste destruction or disposal: (i) name and type of cannabis goods; (ii) UID of cannabis goods; (iii) amount of cannabis goods, by weight or count; (iv) date and time of destruction or disposal; (v) name of employee performing destruction or disposal; (vi) reason for destruction and disposal; and (vii) entity disposing of the cannabis waste. Stiiizy Mission Trail will maintain cannabis waste destruction and disposal records for at least seven years per Stiiizy Wildomar's recordkeeping procedures as pursuant to 4 CCR § 15037(a).

Stiiizy Mission Trail's cannabis waste hauler, MediWaste, will pick up the secure containers every week from Stiiizy Mission Trail's secure Inventory Room and will transport it into its facilities, where waste is either recycled into energy for California's power grid or made into various "new-gen" materials for the construction industry. Stiiizy Mission Trail will obtain documentation from the waste facility evidencing the date and time of the facility's receipt of the cannabis waste and will maintain this documentation for at least seven years in compliance with 4 CCR § 15037(a).

# ODOR ABATEMENT PLAN

# ODOR ABATEMENT PLAN

## POTENTIAL SOURCES OF ODOR

Cannabis flower and cannabis flower in pre-rolls are the only products at our facilities that have the potential to have any odor since the edibles, oils, tinctures and other products do not emanate any odor. The potential sources for odor from these products include the Inventory Room, Retail Floor, and any safe in which cannabis goods are stored, and from the distribution facility. Packages are checked daily to ensure that they are properly sealed and packaged so that they do not emanate any odor.

STIIIZY Mission Trail does not allow raw flower to be packaged on-site which substantially reduces the risk of any odors emanating in the area. Loiterers, customers, and staff are prohibited from smoking or otherwise consuming any cannabis products on or around the facility, which further reduces the likelihood of cannabis odor. Any customers who are found consuming cannabis on or near the facility will be prohibited from shopping at our store. Our security guards also surveil the parking lot area to prevent customers from consuming any cannabis products in their vehicles or otherwise on or near the facility.

When inventory shipments are received and are being taken into the Inventory Room, STIIIZY Mission Trail utilizes odor-neutralizing materials such as enzymatic catalysts which can degrade odorous compounds. These materials are applied to surface areas throughout the facility to reduce the risk of any odors.

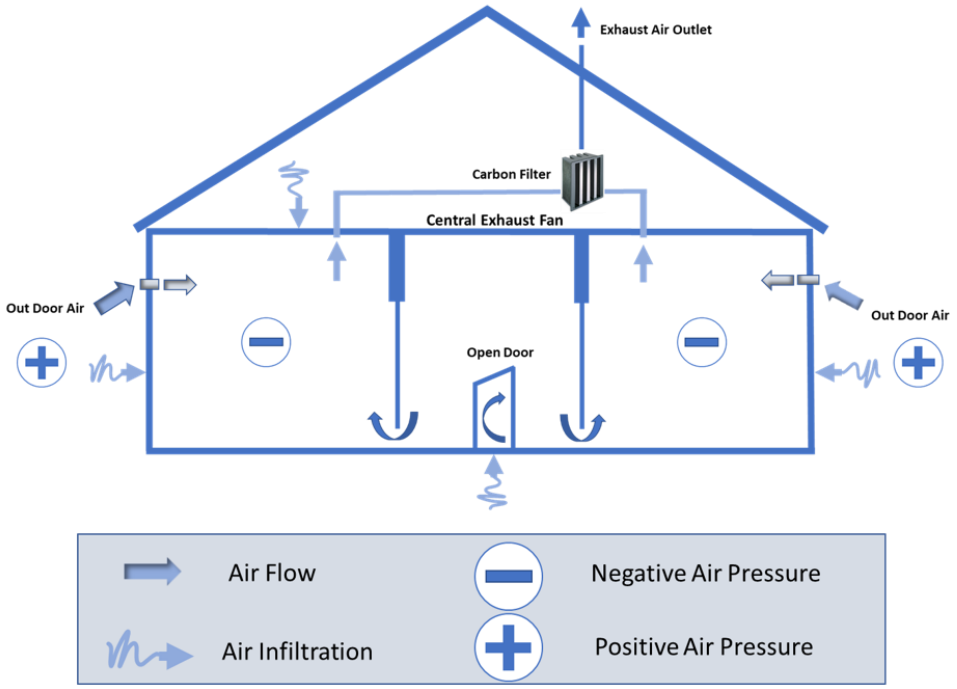
In summary, the raw cannabis flower and pre-rolls located on the retail floor and Inventory Rooms are the main potential sources of cannabis odor. The odor mitigation practices and the devices and techniques described below, shall prevent any such potential sources of odor from causing odors inside or outside of the facility.

## ODOR CONTROL DEVICES AND TECHNIQUES

STIIIZY Mission Trail's odor control plan ensures odors from cannabis are not detectable beyond the licensed premises. The first step of STIIIZY Mission Trail's air quality management and odor mitigation plan is to employ adequate heating, ventilation, and air conditioning ("HVAC") systems as required. STIIIZY Mission Trail worked with licensed engineers to assess and improve the existing HVAC system at the location to ensure superior air quality and mitigate any odors that result from the retail space.

*Air Pressure*

STIIIZY Mission Trails utilizes a carbon filter exhaust system that keeps the facility under negative pressure so that the odors generated inside the business are not detectable on the outside of the business or at any of the properties in the immediate surrounding area. The exhaust discharge shall be designed with a high velocity outlet to vertically eject the exhaust up and away from any neighbors or pedestrian traffic.




*Carbon Filters*

We believe that the best filtration system for cannabis facilities is carbon filtration. The various inventory, retail and storage areas are separated from other areas, allowing for odor control methods to be specific to the activity being performed. The carbon-filtered ventilation utilizes AmAir filters that meet MERV 7 standards which is sufficient for operation since all products arrive prepackaged. Spec sheets may be found at the end of this section.

Portable, carbon-filtered recirculating Can-Lite 14” x 40” (SKU: 358598) fans will further minimize or eliminate odors in the storage and vault rooms and retail area and will be placed near access points such as doors should they be required.

This combination of carbon exhaust air filtration and building pressure control is currently the most innovative technology available.

*Air Design Technique*

The facility has no operable windows and is kept locked and sealed at all times. All doors shall be sealed with proper weather stripping, keeping circulating and filtered air inside the facility. As mentioned previously, our employees are trained to confirm that all doors and windows are properly closed, locked, and sealed.

Additionally, our Standard Operating Procedures require that employees inspect our products on a daily basis to ensure they are properly sealed and not emanating any odors. Our security guards and employees will also vigilantly prohibit any cannabis consumption in the parking lot or near the vicinity of our facility. Our employees are also trained to detect any odors outside of the facility and to track the source of any odors that are detectable outside. Our professional HVAC specialists are engaged if we are not able to eliminate cannabis odor within 24 hours. These techniques and our comprehensive odor mitigation system have successfully kept all our locations free of emanating cannabis odor.

## STAFF TRAINING AND SYSTEM MAINTENANCE PLANS

**Staff Training**

STIIIZY Mission Trail's employees are required to check all inventory of cannabis products to ensure that all packages are properly sealed and packaged so that they do not emanate any odors. Because oils, edibles and other manufactured goods do not emanate any cannabis odor, employees are trained to pay special attention to the packaging of raw flower and pre-roll flower to ensure they do not have any damage or openings, and no odor is emanating from them.

Additionally, employees are required to check that all windows and doors (other than the main customer entrance which remains unlocked during operation hours) are properly locked, closed and sealed. The HVAC system, negative air pressure, and the carbon filtration system, ensure that all air passes through the carbon filtration system and only through the roof outlets.

Security guards and our employees are trained to ensure that people are not consuming any cannabis products within the store or within the general area of our facility. Signs are posted throughout our facility that prohibit the consumption of cannabis on our property. In addition, our security guards conduct perimeter walks to prevent loiterers from consuming cannabis on our parking lot or in the area around our parking lot. By preventing loiterers and customers from consuming cannabis on or around our facility, we prevent a common source of cannabis odor that plagues other cannabis dispensaries.

Moreover, STIIIZY Mission Trail trains employees on how to detect, prevent, and remediate odor outside its facility. Employees are aware of all corrective options available. Employees who detect any odors or are made aware of any odors are trained to do the following:

- Investigate the likely source of the odor.
- Utilize on site management practices to resolve the odor event.
- Take steps to reduce the source of objectionable odors.
- Determine if the odor traveled offsite by surveying the perimeter and making observations of existing wind patterns.
- Document the event for further operational review.

*Record Keeping Systems and Forms*

Staff keeps meticulous records with respect to the HVAC system and carbon filters to ensure maintenance and quality control checks are performed regularly. All the following must be documented in our company database: (i) records of purchases of replacement carbon filters; (ii) performed maintenance tracking; (iii) documentation and notification of malfunctions; (iv) scheduled and performed training sessions; and (v) monitoring of administrative and engineering controls. Odor mitigation records will be made available to the City of Wildomar and the Department of Cannabis Control upon request.

An Odor Detection Form ("ODF") will be provided to those who suspect objectionable odors emanating from inside the facility. ODFs are available per request, on-site. We shall maintain records of all odor detection notifications and/or complaints that will include the remediation measures employed. The records shall be made available to the DCC or the City upon request. Below is a copy of our Odor Detection Form.

STIIIZY

**Odor Detection Form**

Name of Reporting Party: _____

Phone Number: _____

Email Address: _____

Date: _____

Time: _____

Location of Odor: _____

_____

Weather Conditions: _____

_____

_____

Date/Time of Notification: _____

Notification Method: ◯ Email ◯ Online ◯ In Person

---

***Administrative Use Only***

*Mitigation Response Taken*: _____

*Date/Time Measures Employed*: _____

*Were Mitigation Measures Successful?* _____

*Signature/Date/Time*: _____

**Maintenance Plans**

| Odor Intensity Reference Scale | |
|---|---|
| 0 | None |
| 1 | Slight |
| 2 | Noticeable |
| 3 | Very Noticeable |
| 4 | Strong |
| 5 | Very Strong |

Testing is done in accordance with Standardized Odor Measurement Practices for Air Quality Testing or any other state-established testing standards for cannabis businesses. Management performs a daily walkabout near the exhaust system to verify there are no odors. Data is compared using a five-point Odor Intensity Reference Scale ("OIRS") for daily readings. When values reach three on the five-point scale, the carbon-filtration exhaust system will be evaluated and repaired as required. Evaluations will include fan operation, distribution system integrity, and carbon filter effectiveness.

*Frequency and Role/Titles of Personnel Performing such Activities*

STIIIZY Mission Trail performs monthly inspections of its odor control system to ensure optimal performance and regular maintenance. Detailed service logs are kept with respect to all HVAC and carbon filters so staff are aware of how long a filter has been in use. Filters are assessed monthly and changed every six months, or more frequently if staff becomes aware of any odor permeating the facility.

Management performs a daily walkabout near the exhaust system to confirm there are no odors.

The HVAC and ventilation system are professionally monitored and maintained with quarterly service appointments. Any system failures are immediately reported to management staff, and any problems that cannot

be dealt with internally will result in the immediate contacting of a professional service technician prior to any scheduled quarterly service appointments from the professional service technician.

It is the General Manager's responsibility to change out the filters as needed and to schedule any necessary appointments with the professional service technicians.

# VISITOR REQUIREMENT PLAN

## VISITOR REQUIREMENT PLAN

A person that is not a holder of a valid employee identification badge/access key card of STIIIZY Mission Trail is prohibited from accessing the facility unless they receive authorization and obtain a visitor identification badge from the facility. Authorized visitors or vendors will explain the reason for their visit and a manager will approve or confirm such reason for the visit.

No visitors under 21 years of age are permitted to enter the premises, and authorized visitors will not be permitted to enter limited access areas of the facility without reason. All visitors are required to sign a visitor log upon entering and leaving the store. In order to obtain a visitor identification badge, a visitor will provide a valid government-issued identification which will contain their name, photograph, and date of birth. If the visitor's age and reason for entering are valid, then the visitor will be asked to sign in and briefly describe their reason on STIIIZY Mission Trail's visitor/vendor log before they enter the facility. STIIIZY Mission Trail's visitor/vendor log will contain the following information: visitor badge number, full name, company or agency, date of entry, purpose of visit, areas visited, escort name, time of arrival/departure, and signature.

All visitors are given a numbered visitor/vendor badge with the visitor's name and company. All visitors will visibly wear the badge at all times while in any area of the store. All visitors are escorted by an STIIIZY Mission Trail employee to ensure that they do not touch anything they are not authorized to. An employee with authorized access to the area a visitor will enter will always escort the visitors. Visitors are asked to scan their visitor badge before entering any controlled access spaces. Scanning a visitor badge will not open any doors, but it will indicate if the visitor's badge is valid and will record the visitor's presence in the space on the electronic security logs. At the conclusion of the visit, visitors will return the visitor badge and sign out on the visitor log. The visitor log is available for inspection at all times. The visitor log is maintained for seven (7) years and made available to all city and state officials upon request.

No visitor shall engage in the cultivation, preparation, processing, manufacturing, packaging, labeling, transportation or sale of cannabis.

# PRELIMINARY TITLE REPORT

6345 BALBOA BLVD., BLDG. #4, STE. 285
ENCINO, CA 91316
PHONE NO. (800) 794-8094

MIDWEST TITLE LLC
1700 W BIG BEAVER ROAD, SUITE 350
TROY, MI 48084

TITLE OFFICER: RON BAUTISTA
E-MAIL: TITLEUNIT50@PROVIDENTTITLE.COM
ORDER NO.: 50071408

ATTN: DAVID NYKANEN

YOUR REFERENCE NO: 33980 MISSION TR

PROPERTY ADDRESS: 33980 MISSION TRAIL, WILDOMAR, CALIFORNIA 92595

## PRELIMINARY REPORT

DATED AS OF NOVEMBER 27, 2024 AT 7:30 A.M.

PROVIDENT TITLE COMPANY, HEREBY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED AS OF THE DATE HEREOF, A FIRST AMERICAN TITLE INSURANCE COMPANY POLICY OR POLICIES OF TITLE INSURANCE DESCRIBING THE LAND AND THE ESTATE OR INTEREST THEREIN HEREINAFTER SET FORTH, INSURING AGAINST LOSS WHICH MAY BE SUSTAINED BY REASON OF ANY DEFECT, LIEN OR ENCUMBRANCE NOT SHOWN OR REFERRED TO AS AN EXCEPTION IN SCHEDULE B OR NOT EXCLUDED FROM COVERAGE PURSUANT TO THE PRINTED SCHEDULES, CONDITIONS AND STIPULATIONS OF SAID POLICY FORMS.

THE PRINTED EXCEPTIONS AND EXCLUSION FROM THE COVERAGE OF SAID POLICY OR POLICIES ARE SET FORTH IN EXHIBIT B ATTACHED. COPIES OF THE POLICY FORMS SHOULD BE READ. THEY ARE AVAILABLE FROM THE OFFICE WHICH ISSUED THIS REPORT.
*PLEASE READ THE EXCEPTIONS SHOWN OR REFERRED TO BELOW AND THE EXCEPTIONS AND EXCLUSIONS SET FORTH IN SCHEDULE B OF THIS REPORT CAREFULLY. THE EXCEPTIONS AND EXCLUSIONS ARE MEANT TO PROVIDE YOU WITH NOTICE OF MATTERS WHICH ARE NOT COVERED UNDER THE TERMS OF THE TITLE INSURANCE POLICY AND SHOULD BE CAREFULLY CONSIDERED.*

*IT IS IMPORTANT TO NOTE THAT THIS PRELIMINARY REPORT IS NOT A WRITTEN REPRESENTATION AS TO THE CONDITION OF TITLE AND MAY NOT LIST ALL LIENS, DEFECTS, AND ENCUMBRANCES AFFECTING TITLE TO THE LAND.*

**THIS PRELIMINARY REPORT IS NOT TO BE CONSTRUED IN ANY MANNER AS AN ISSUANCE OF TITLE INSURANCE. APART FROM NOTIFICATION (INFORMATIONAL PURPOSES) IT DOES NOT OBLIGATE PROVIDENT TITLE COMPANY TO PROVIDE ANY INSURANCE OR PROTECTION OF TITLE MATTERS TO ANY PARTY WHICH, WITHOUT LIMITATIONS, INCLUDES THE RECIPIENT. ISSUANCE OF THIS PRELIMINARY REPORT DOES NOT GRANT ANY RIGHTS, REMEDIES OR PROTECTION TO ANY PARTY UNLESS PROVIDENT TITLE COMPANY ISSUES A FORMAL TITLE INSURANCE POLICY. PROVIDENT TITLE COMPANY IS RELEASED FROM ANY CLAIMS FOR RELIANCE, ESTOPPEL OR ANY OTHER CAUSES OF ACTION BY ANY PARTY UTILIZING THIS PRELIMINARY REPORT IN ANY TRANSACTION WHICH DOES NOT INCLUDE FINAL AND FORMAL TITLE INSURANCE ISSUED BY PROVIDENT TITLE COMPANY OR ANY OF ITS UNDERWRITERS.**

THIS REPORT (AND ANY SUPPLEMENTS OR AMENDMENTS HERETO) IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OF TITLE INSURANCE AND NO LIABILITY IS ASSUMED HEREBY. IF IT IS DESIRED THAT LIABILITY BE ASSUMED PRIOR TO THE ISSUANCE OF A POLICY OF TITLE INSURANCE, A BINDER OR COMMITMENT SHOULD BE REQUESTED.

RON BAUTISTA
TITLE OFFICER

THE FORM OF POLICY OF TITLE INSURANCE CONTEMPLATED BY THIS REPORT IS:

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY (1990)
AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (2021)

ISSUED BY PROVIDENT TITLE COMPANY AS AGENT FOR:
FIRST AMERICAN TITLE INSURANCE COMPANY

## SCHEDULE A

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

   A FEE

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

   EDWIN E. MANSKE AND JANICE LEE MANSKE, AS TRUSTEES OF THE MANSKE REVOCABLE TRUST DATED NOVEMBER 2, 1992

3. THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCELS 1 AND 2 OF PARCEL MAP NO. 5335, IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP ON FILE IN BOOK 10, PAGE 39 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS.

EXCEPT THE INTEREST AS CONDEMNED BY FINAL ORDER OF CONDEMNATION RECORDED MARCH 20, 1996 AS INSTRUMENT NO. 098502 OFFICIAL RECORDS.

A CERTIFICATE OF MERGER WAS RECORDED SEPTEMBER 23, 1988, AS INSTRUMENT NO. 276585, OFFICIAL RECORDS

ASSESSOR'S PARCEL NUMBER: 366-160-070

## SCHEDULE B

AT THE DATE HEREOF EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM DESIGNATED ON THE FACE PAGE OF THIS REPORT WOULD BE AS FOLLOWS:

A. PROPERTY TAXES, INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 2024-2025.

| | |
|---|---|
| 1ST INSTALLMENT: | $6,745.66 OPEN |
| DELINQUENT DATE: | DECEMBER 10, 2024 |
| PENALTY: | $674.56 |
| 2ND INSTALLMENT: | $ 6,745.66 OPEN |
| DELINQUENT DATE: | APRIL 10, 2025 |
| PENALTY: | $712.62 |
| CODE NO.: | 025-068 |
| TAX PARCEL NO.: | 366-160-070 |

B. SUPPLEMENTAL ASSESSMENTS OF PROPERTY TAXES, IF ANY, MADE PURSUANT TO THE PROVISIONS OF PART 0.5, CHAPTER 3.5 (COMMENCING WITH SECTION 75) OF THE CALIFORNIA REVENUE AND TAXATION CODE AS A RESULT OF THE TRANSFER OF TITLE TO THE VESTEE NAMED IN SCHEDULE A.

SUPPLEMENTAL OR ESCAPED ASSESSMENTS OF PROPERTY TAXES, IF ANY, MADE PURSUANT TO PART 0.5, CHAPTER 3.5 OR PART 2, CHAPTER 3, ARTICLES 3 AND 4, RESPECTIVELY, OF THE CALIFORNIA REVENUE AND TAXATION CODE AS A RESULT OF CHANGES IN OWNERSHIP OR NEW CONSTRUCTION OCCURRING PRIOR TO DATE OF POLICY.

ASSESSMENTS, IF ANY, FOR COMMUNITY FACILITY DISTRICTS AFFECTING SAID LAND WHICH MAY EXIST BY VIRTUE OF ASSESSMENT MAPS OR NOTICES FILED BY SAID DISTRICTS.

**NOTE: THE MAP ATTACHED HERETO IS NEITHER A PLAT NOR A SURVEY, IT IS FURNISHED AS A CONVENIENCE TO LOCATE THE LAND INDICATED HEREON WITH REFERENCE TO STREETS AND OTHER LAND. NO LIABILITY IS ASSUMED BY REASON OF RELIANCE HEREIN.**

1. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.

2. ANY AND ALL OFFERS OF DEDICATION, CONDITIONS, RESTRICTIONS, EASEMENTS, FENCE LINE/BOUNDARY DISCREPANCIES, NOTES AND/OR PROVISIONS SHOWN OR DISCLOSED BY THE FILED OR RECORDED MAP REFERRED TO IN THE LEGAL DESCRIPTION.

3. THE EFFECT OF A DECLARATION OF OWNERSHIP OF EXCESS WATER RIGHTS BY THE SOUTH ELSINORE MUTUAL WATER COMPANY, AS SHOWN BY THAT CERTAIN DECLARATION DATED JUNE 18, 1934, AND RECORDED JUNE 20, 1934, IN **BOOK 176, PAGE 293**, OF OFFICIAL RECORDS, WHEREIN SAID WATER COMPANY DECLARES ITSELF TO BE THE OWNER OF 600 MINERS INCHES CONSTANT FLOW OF UNDERGROUND WATER SUPPLY UNDERLYING THE PROPERRTY HEREIN DESCRIBED AND OTHER PROPERTY. SAID DECLARATION OF OWNERSHIP OF UNDERGROUND WATER RIGHTS BEING SUBJECT TO THE RIGHT OF OWNERS OF OVERLYING LANDS TO SINK WELLS, DEVELOP AND USE WATER THEREFROM TO THE EXTENT THAT THE USE OF SAID WATER MAY BE NECESSARY FOR SAID OWNERS OF SAID OVERLYING LANDS.

4. THE FACT THAT THE OWNERSHIP OF SAID LAND DOES NOT INCLUDE RIGHTS OF ACCESS TO OR FROM THE STREET OR HIGHWAY ABUTTING SAID LAND, SUCH RIGHTS HAVING BEEN RELINQUISHED BY THE MAP OF SAID **TRACT**.
   AFFECTS: WEST LINE AND SOUTH LINE EXCEPT FOR ONE 30 FOOT OPENING ON THE SOUTH LINE

   SAID LAND HOWEVER, ABUTS UPON A PUBLIC THOROUGHFARE OTHER THAN REFERRED TO ABOVE OVER WHICH RIGHTS OF VEHICULAR INGRESS AND EGRESS HAVE NOT BEEN RELINQUISHED.

5. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT
   PURPOSE: PUBLIC UTILITIES
   AFFECTS: THE NORTHERLY 9 FEET OF THE WESTERLY 140 FEET OF PARCEL 1
   RECORDED: **FEBRUARY 24, 1989, AS INSTRUMENT NO. 057920**, OFFICIAL RECORDS

6. THE FACT THAT SAID LAND IS INCLUDED WITHIN A PROJECT AREA OF THE REDEVELOPMENT AGENCY SHOWN BELOW, AND THAT PROCEEDINGS FOR THE REDEVELOPMENT OF SAID PROJECT HAVE BEEN INSTITUTED UNDER THE REDEVELOPMENT LAW (SUCH REDEVELOPMENT PLAN) AS DISCLOSED BY A DOCUMENT,
   RECORDED: **AUGUST 5, 1999 AS INSTRUMENT NO. 351785** OFFICIAL RECORDS
   REDEVELOPMENT AGENCY: LAKELAND VILLAGE/WILDOMAR SUB-AREA

7. AN UNRECORDED LEASE WITH CERTAIN TERMS, COVENANTS, CONDITIONS, AND PROVISIONS AS SET FORTH THEREIN, AS DISCLOSED BY INSPECTION AND/OR INVESTIGATION.
   LESSEE: 33982 - CIRCLE K/76 GAS
   33982A/B - LAKE ELSINORE VIDEO
   C - DOMINO'S PIZZA
   D - THE CALIFORNIA
   E/F – VACANT

8. ANY INTEREST IN SAID LAND, OF THE PARTY NAMED BELOW, AS DISCLOSED BY A NOTICE OF NON-RESPONSIBILITY.
   DATED: NOTICE
   EXECUTED BY: MANSKE REVOLABLE TRUST
   RECORDED: **JULY 31, 2001 AS INSTRUMENT NO. 2001-357785** OFFICIAL RECORDS
   PARTY NAMED: JOSE MANUEL VELAZQUEZ
   PURPORTED INTEREST: LESSEE

9. ANY INTEREST IN SAID LAND, OF THE PARTY NAMED BELOW, AS DISCLOSED BY A NOTICE OF NON-RESPONSIBILITY.
   DATED: NOTICE OF NON-RESPONSIBILITY
   EXECUTED BY: THE MANSKE REVOCABLE TRUST DATED 11-02-1992
   RECORDED: **SEPTEMBER 02, 2015 AS INSTRUMENT NO. 2015-0392796**
   PARTY NAMED: RAJA SYRIANI
   PURPORTED INTEREST: LESSEE

10. ANY INTEREST IN SAID LAND, OF THE PARTY NAMED BELOW, AS DISCLOSED BY A NOTICE OF NON-RESPONSIBILITY.

| | |
|---|---|
| DATED: | NOTICE OF NON-RESPONSIBILITY |
| EXECUTED BY: | THE MANSKE REVOCABLE TRUST DATED 11-02-1992 |
| RECORDED: | **SEPTEMBER 08, 2021 AS INSTRUMENT NO. 2021-0534748** |
| PARTY NAMED: | MACY NEWELL & TOMMY NHAN LE (CULTURE HOLDINGS OF WILDOMAR) |
| PURPORTED INTEREST: | LESSEE |

**11. OUR EXAMINATION OF RECORD TITLE TO THE HEREIN DESCRIBED LAND DOES NOT DISCLOSE ANY EXISTING LOANS. WE THEREFORE REQUEST A COPY OF THE OWNERS DISCLOSURE STATEMENT WITH REFERENCE TO EXISTING ENCUMBRANCES TO RECONFIRM OUR FINDINGS.**

12. ANY INVALIDITY OR DEFECT IN THE TITLE OF THE VESTEES IN THE EVENT THAT THE TRUST REFERRED TO IN THE VESTING PORTION OF SCHEDULE A IS INVALID OR FAILS TO GRANT SUFFICIENT POWERS TO THE TRUSTEE(S) OR IN THE EVENT THERE IS A LACK OF COMPLIANCE WITH THE TERMS AND PROVISIONS OF THE TRUST INSTRUMENT.

13. ANY RIGHTS OF THE PARTIES IN POSSESSION OF SAID LAND, BASED ON AN UNRECORDED AGREEMENT, CONTRACT OR LEASE, AS DISCLOSED BY INSPECTION AND INVESTIGATION.

    THIS COMPANY WILL REQUIRE THAT A FULL COPY OF ANY UNRECORDED AGREEMENT, CONTRACT OR LEASE BE SUBMITTED TO US, TOGETHER WITH ALL SUPPLEMENTS, ASSIGNMENTS AND AMENDMENTS, BEFORE ISSUING ANY POLICY OF TITLE INSURANCE.

**END OF SCHEDULE B**

# NOTES AND REQUIREMENTS

## FOR OUR WIRING INSTRUCTIONS PLEASE CONTACT THE TITLE UNIT

**SPECIAL NOTE**: THE POLICY TO BE ISSUED MAY CONTAIN AN ARBITRATION CLAUSE. WHEN THE AMOUNT OF INSURANCE IS LESS THAT THE AMOUNT, IF ANY SET FORTH IN THE ARBITRATION CLAUSE, ALL ARBITRABLE MATTERS SHALL BE ARBITRATED AT THE OPTION OF EITHER THE COMPANY OR THE INSURED AS THE EXCLUSIVE REMEDY BY THE PARTIES.

**SPECIAL NOTE**: IF A COUNTY RECORDER, TITLE INSURANCE COMPANY, ESCROW COMPANY, REAL ESTATE BROKER, REAL ESTATE AGENT OR ASSOCIATION PROVIDES A COPY OF A DECLARATION, GOVERNING DOCUMENT OR DEED TO ANY PERSON, CALIFORNIA LAW REQUIRES THAT THE DOCUMENT PROVIDED SHALL INCLUDE A STATEMENT REGARDING ANY UNLAWFUL RESTRICTIONS. SAID STATEMENT IS TO BE IN AT LEAST 14-POINT BOLD FACER TYPE AND MAY BE STAMPED ON THE FIRST PAGE OF ANY DOCUMENT PROVIDED OR INCLUDED AS A COVER PAGE ATTACHED TO THE REQUESTED DOCUMENT. SHOULD A PARTY TO THIS TRANSACTION REQUEST A COPY OF ANY DOCUMENT REPORTED HEREIN THAT FITS THIS CATEGORY, THE STATEMENT IS TO BE INCLUDED IN THE MANNER DESCRIBED.

**SPECIAL NOTE:** CALIFORNIA REVENUE AND TAXATION CODE SECTION 18662, EFFECTIVE JANUARY 1, 1994 AND BY AMENDMENT EFFECTIVE JANUARY 1, 2003, PROVIDES THAT THE SELLER IN ALL SALES OF CALIFORNIA REAL ESTATE MAY BE REQUIRED TO WITHHOLD 3 AND 1/3$^{RD}$ % OF THE TOTAL SALES PRICE A CALIFORNIA STATE INCOME TAX, SUBJECT TO THE VARIOUS PROVISIONS OF THE LAW AS THEREIN CONTAINED.

**SPECIAL NOTE:** UNLESS OTHERWISE DIRECTED IN WRITING, PROVIDENT TITLE COMPANY AUTOMATICALLY ISSUES **THE ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (2-03-10)** ON ALL QUALIFIED RESIDENTIAL PROPERTY SALE TRANSACTIONS.

**SPECIAL NOTE:** THE ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (1-1-08) CONTAINS EXCEPTIONS AS TO OFF RECORD MATTERS IN ADDITION TO SPECIFIC DEDUCTIBLE AMOUNTS AND SPECIFIC LIABILITY MAXIMUMS FOR COVERED RISKS OF SAID POLICY THAT HAVE BEEN FILED AND APPROVED BY THE VARIOUS DEPARTMENTS OF INSURANCE WHERE THE FORMS HAVE BEEN FILED. PLEASE CONSULT WITH YOUR ESCROW OR TITLE OFFICER IF YOU HAVE QUESTIONS REGARDING THE POLICY.

Note No. 1: YOUR ORDER FOR TITLE WORK CALLS FOR A SEARCH OF PROPERTY THAT IS IDENTIFIED BY A STREET ADDRESS ONLY OR BY SUCH OTHER UNCONFIRMED DATA. BASED ON OUR RECORDS, WE BELIEVE THAT THE LAND DESCRIPTION AND ITS OWNERSHIP IN THIS REPORT REPRESENTS THE PARCEL THAT YOU REQUESTED.

IN ORDER TO PREVENT COSTLY ERRORS AND TO BE CERTAIN THAT THE CORRECT PARCEL OF LAND IS BEING CONSIDERED, WE REQUIRE THAT WRITTEN APPROVAL OF THE LEGAL DESCRIPTION AND THE VESTING IN THIS REPORT BE SENT TO US. IF WE DO NOT RECEIVE SUCH CONFIRMATION BEFORE CLOSE OF ESCROW, WE WILL CONSIDER THIS DEEMED APPROVAL OF THE DESCRIPTION AND OWNERSHIP OF SAID LAND AS SHOWN IN OUR REPORT.

Note No. 2: WE WILL REQUIRE A STATEMENT OF INFORMATION FROM THE PARTIES NAMED BELOW IN ORDER TO COMPLETE THIS REPORT, BASED ON THE EFFECT OF DOCUMENTS, PROCEEDINGS, LIENS, DECREES, OR OTHER MATTERS WHICH DO NOT SPECIFICALLY DESCRIBE SAID LAND, BUT WHICH, IF ANY DO EXIST, MAY AFFECT THE TITLE OR IMPOSE LIENS OR ENCUMBRANCES THEREON.

PARTIES: ALL PARTIES

Note No. 3: THIS COMPANY WILL REQUIRE A COPY OF THE TRUST INSTRUMENT CREATING THE TRUST AND ALL AMENDMENTS THERETO OF THE ENTITY **SHOWN IN THE VESTING PORTION OF SCHEDULE A**, TOGETHER WITH A WRITTEN VERIFICATION BY ALL TRUSTEES THAT THE COPY OF THE TRUST IS A TRUE AND CORRECT COPY OF THE TRUST, AS IT MAY HAVE BEEN AMENDED, THAT IT IS IN FULL FORCE AND EFFECT AND THAT IT HAS NOT BEEN REVOKED OR TERMINATED.

Note No. 4: THE REQUIREMENT THAT NAMED AS VESTEE(S) EXECUTE THE ENCLOSED **AFFIDAVIT OF NO MORTGAGE OR DEED OF TRUST** IN THE PRESENCE OF A NOTARY PUBLIC KNOWN TO PROVIDENT TITLE COMPANY AND RETURN SAME TO THIS OFFICE PRIOR TO ISSUANCE OF ANY POLICY OF TITLE INSURANCE BY THIS COMPANY.

**CERTIFICATION OF TRUST**
**PURSUANT TO CALIFORNIA PROBATE CODE SECTION 18100.5**
**IMPORTANT: THIS CERTIFICATION OF TRUST MUST BE FULLY COMPLETED**

I/WE,

_____
(Name of Trustee(s))

Trustee(s) of the

_____,
(Name of Trust)

dated _____, am/are providing the information set forth below at the request of PROVIDENT TITLE COMPANY, and its underwriter, (hereafter collectively called "Company").

WHEREAS, Company has been requested to issue a title insurance policy on the real property described in Schedule "A" of the Preliminary Report or Commitment issued under order number **50071408;** and

WHEREAS, Company has determined that information concerning the Trust is necessary to ascertain whether Company will be able to issue the requested policy of title insurance;

THEREFORE, acting in my/our capacity as Trustee(s) of the Trust, I/we hereby certify and confirm to Company that the information set forth below is accurate and correct.

1. The Trust identification number (SSN or employer Tax ID) is: _____
2. The Settlor(s) of the Trust is/are: _____

   _____
3. The current active Trustee(s) of the Trust is/are _____

   _____
4. As set out in the Trust, the powers of the Trustee(s) include: (check all that apply)
   __ The power to sell, convey and grant trust property.
   __ The power to hypothecate (borrow money and encumber/lien trust property).
5. As set out in the Trust, are all currently active Trustee(s) required to execute documents when exercising the powers set forth above? (circle one) YES NO
6. As set out in the Trust, the Trust is: (check the appropriate box)
   __ Revocable __ Irrevocable
7. If the Trust is revocable, the name(s) of the person(s) identified as having power to revoke the Trust is/are:
   _____
8. The Trust and the individual named Settlor(s) do not have any liens or money judgments pending, filed and/or recorded against them.
9. The Trust and/or the individually named Settlor(s) are not aware of any threatened, pending, or filed lawsuits nor have it/they settled any lawsuits within the three (3) calendar years immediately preceding the signing of this Certification.
10. By signing below, the undersigned Trustee(s) affirm that the Trust is in full force and effect and has not been revoked or terminated; in addition, the Trust has not been modified or amended in any manner which would cause the representations set forth herein to be incorrect.
11. Is this Certification of Trust being executed by all currently active Trustees of the Trust? (circle one)
    YES NO (*If "NO",* please explain) _____

    _____

12. Are there any living persons or entities named as Trustee in the Trust who are not "currently active Trustees"? (circle one)
YES NO ? (If "YES," identify by name and explain why) _____

_____

13. The undersigned Trustees acknowledge and understand that Company may require additional information, including copies and/or excerpts of the Trust and any amendments, when necessary, in order to make an insurance determination.

14. The undersigned Trustee(s) state to the best of his/her/their knowledge, that there are no claims, challenges of any kind, *and/or* alleged causes of action, contesting or questioning the validity of the Trust or the Trustee(s) authority to act on behalf of the Trust.

**PLEASE READ, COMPLETE AND RESPOND TO ALL STATEMENTS IN THIS CERTIFICATION BEFORE SIGNING. THE TRUSTEE(S) HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE INFORMATION IS TRUE AND CORRECT. IF YOU DO NOT UNDERSTAND OR HAVE ANY QUESTIONS ABOUT THIS CERTIFICATION, YOU SHOULD SEEK THE ASSISTANCE OF YOUR INDEPENDENT FINANCIAL AND/OR LEGAL ADVISOR BEFORE SIGNING. THE TRUSTEE(S) UNDERSTAND THAT COMPANY MAY DECIDE NOT TO PROVIDE THE REQUESTED TITLE INSURANCE DESPITE THE INFORMATION AND AFFIRMATIONS CONTAINED HEREIN.**

| | |
|---|---|
| _____ | _____ |
| (Signature of Trustee) | (Signature of Trustee) |
| _____ | _____ |
| (Print Trustee Name) | (Print Trustee Name) |
| Date Signed: _____ | Date Signed: _____ |
| _____ | _____ |
| (Signature of Trustee) | (Signature of Trustee) |
| _____ | _____ |
| (Print Trustee Name) | (Print Trustee Name) |
| Date Signed: _____ | Date Signed: _____ |

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 _____ }
} SS.
COUNTY OF _____ }

On _____, before me, _____, personally appeared

_____

who proved to be 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.

(This area for official notarial seal)

WITNESS my hand and official seal.

Signature: _____

THIS AFFIDAVIT, WHEN COMPLETED, IS TO BE SIGNED AND NOTARIZED BEFORE RETURNING. BE SURE TO COMPLETE ALL THE REQUESTED INFORMATION TO ENABLE THIS COMPANY TO PROPERLY PROCESS THE TRANSACTION PRESENTLY PENDING.

**AFFIDAVIT OF NO MORTGAGE OR DEED OF TRUST**

_____ EACH FOR HIMSELF AND/OR HERSELF, DECLARE: THAT TO MY/OUR PERSONAL KNOWLEDGE THERE ARE NO ENCUMBRANCES IN THE FORM OF A MORTGAGE OR DEED OF TRUST AGAINST THE PROPERTY IN THIS TRANSACTION.

THAT THIS DECLARATION IS MADE FOR THE PROTECTION OF ALL PARTIES TO THIS TRANSACTION AND PARTICULARLY FOR THE BENEFIT OF **PROVIDENT TITLE COMPANY**, WHICH IS ABOUT TO CAUSE TO BE INSURED THE TITLE TO SAID PROPERTY IN RELIANCE THEREON, AND ANY OTHER TITLE COMPANY WHICH MAY HEREAFTER INSURE THE TITLE TO SAID PROPERTY;

THAT I/WE WILL TESTIFY, DECLARE, DEPOSE, OR CERTIFY BEFORE ANY COMPETENT TRIBUNAL, OFFICER, OR PERSON, IN ANY CASE NOW PENDING OR WHICH MAY HEREAFTER BE INSTITUTED, TO THE TRUTH OF THE PARTICULAR FACTS HEREINABOVE SET FORTH.

SELLER(S)/OWNER(S) SIGNATURE:

_____ _____ _____

PROPERTY ADDRESS:

_____ DATE:_____

_____

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 )
) SS.
County of _____ )

Subscribed and sworn to (or affirmed) before me on this _____ day of _____,
_____ by _____,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature_____

PROVIDENT TITLE COMPANY
6345 BALBOA BLVD., BLDG. #4, STE. 285
ENCINO, CA 91316
PHONE NO. (800) 794-8094

# LENDERS SUPPLEMENTAL REPORT

(SET LENDER)

CA

ATTENTION:

YOUR NO.

OUR NO. 50071408

---

THE REFERENCED REPORT (INCLUDING ANY SUPPLEMENTS OR AMENDMENTS THERETO) IS HEREBY MODIFIED AND/OR SUPPLEMENTED IN ORDER TO REFLECT THE FOLLOWING ADDITIONAL ITEMS RELATING TO THE ISSUANCE OF AN AMERICAN LAND TITLE ASSOCIATION LOAN FORM POLICY AS FOLLOWS:

1. NONE OF THE ITEMS SHOWN IN THIS REPORT WILL CAUSE THE COMPANY TO DECLINE TO ATTACH CLTA ENDORSEMENT FORM 100 TO AN ALTA POLICY, WHEN ISSUED.

2. THERE IS LOCATED ON SAID LAND COMMERCIAL BUILDING
KNOWN AS 33980 MISSION TRAIL, WILDOMAR, CALIFORNIA 92595

3. THERE ARE NO CONVEYANCES AFFECTING SAID LAND RECORDED WITHIN TWENTY FOUR (24) MONTHS OF THE DATE OF THIS REPORT.

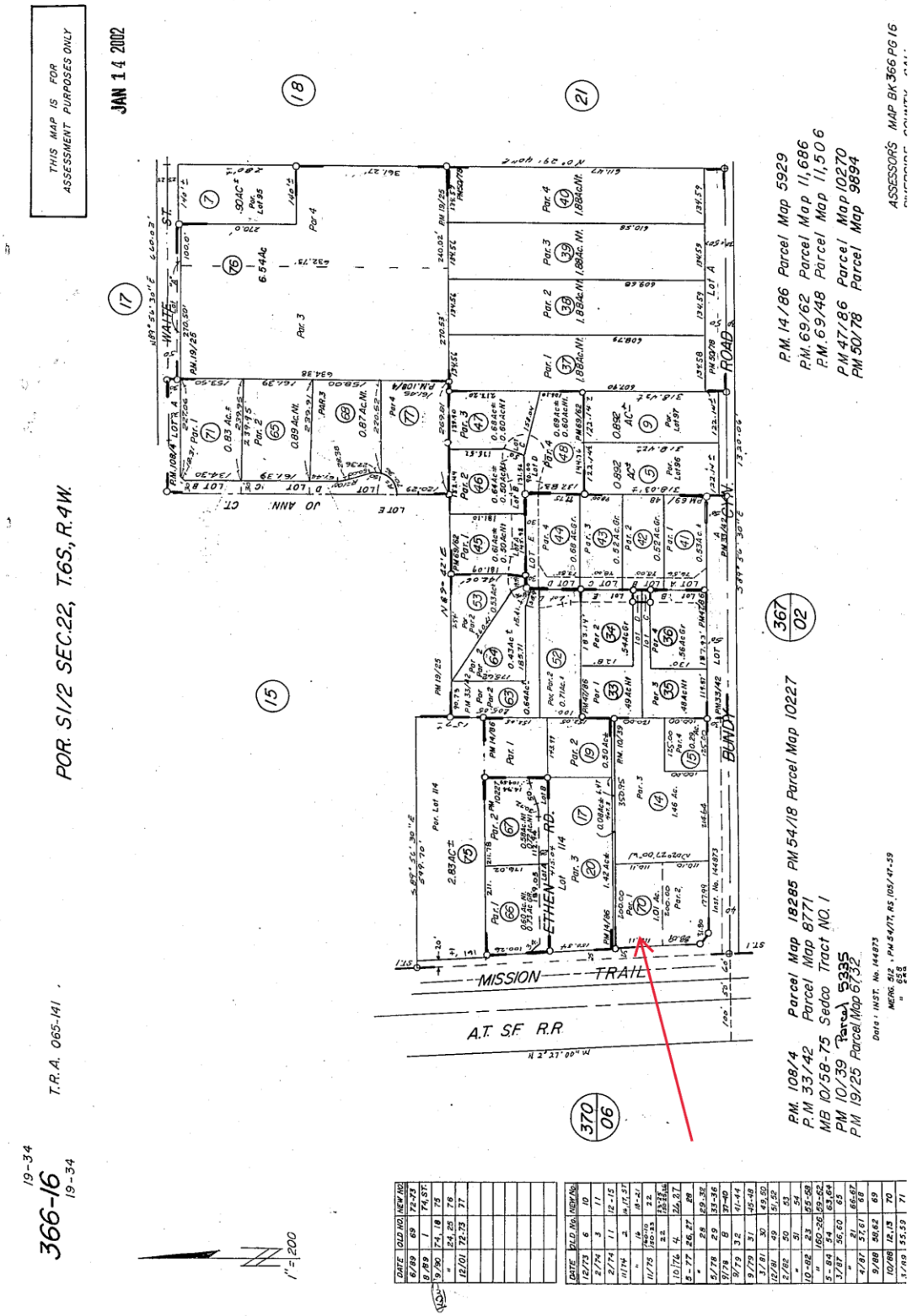
**EXHIBIT "A"**

PARCELS 1 AND 2 OF PARCEL MAP NO. 5335, IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP ON FILE IN BOOK 10, PAGE 39 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS.

EXCEPT THE INTEREST AS CONDEMNED BY FINAL ORDER OF CONDEMNATION RECORDED MARCH 20, 1996 AS INSTRUMENT NO. 098502 OFFICIAL RECORDS.

A CERTIFICATE OF MERGER WAS RECORDED SEPTEMBER 23, 1988, AS INSTRUMENT NO. 276585, OFFICIAL RECORDS

ASSESSOR'S PARCEL NUMBER: 366-160-070


THIS MAP IS FOR ASSESSMENT PURPOSES ONLY
JAN 14 2002
POR. S1/2 SEC.22, T.6S, R.4W.
T.R.A. 065-141
366-16
19-34
1" = 200'
MISSION TRAIL
A.T. S.F. R.R.
ETHEN RD.
BUENA VISTA AVE.
JO ANN CT.
WATTE ST.
ROAD
P.M. 14/86 Parcel Map 5929
P.M. 69/62 Parcel Map 11,686
P.M. 69/48 Parcel Map 11,506
P.M 47/186 Parcel Map 10270
PM 50/78 Parcel Map 9894
P.M. 108/4 Parcel Map 18285 PM 54/18 Parcel Map 10227
P.M 33/42 Parcel Map 8771
MB 10/58-75 Sedco Tract NO. 1
PM 10/39 Parcel 5335
P.M 19/25 Parcel Map 6732
ASSESSOR'S MAP BK 366 PG 16
367 02
370 06

**PROVIDENT TITLE COMPANY**
**GLBA PRIVACY NOTICE**

This GLBA Privacy Notice explains how Provident Title Company ("Provident") collects, uses, and protects personal information, when and to whom Provident discloses such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all, sharing of their personal information. Please read this GLBA Privacy Notice carefully to understand how Provident uses your personal information.

The types of personal information Provident collects and shares depends on the product or service you have requested.

**Provident may collect the following categories of personal and financial information from you throughout your transaction:**

1. Identifiers: Real name, alias, online Internet Protocol (IP) address if accessing company websites, email address, account name, unique online identifier, Social Security number, driver's license number, passport number, or other similar identifiers.

2. Demographic Information: Marital status, gender, date of birth.

3. Personal Information and Personal Financial Information: Name, signature, Social Security number, physical characteristics or description, address, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

**Provident may collect personal information about you from:**

1. Publicly available information from government records;

2. Information Provident receives directly from you or your agent(s), such as your lender or real estate broker;

3. Information about your transactions with Provident; and

4. Information Provident receives from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

**Provident may use your personal information for the following purposes:**

1. To provide products and services to you or in connection with a transaction.

2. To improve our products and services.

3. To communicate with you about our products and services.

**Provident may use or disclose the personal information Provident collects for one or more of the following purposes:**

a. To fulfill or meet the reason for which the information is provided;

b. To provide, support, personalize, and develop our website, products, and services;

c. To create, maintain, customize, and secure your account with Provident;

d. To process your requests, purchases, transactions, and payments and prevent transactional fraud;

e. To prevent and/or process claims;

f. To assist third party vendors/service providers who complete transactions or perform services on Provident's behalf pursuant to valid service provider agreements;

g. As necessary or appropriate to protect the rights, property, or safety of Provident, our customers or others;

h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses;

i. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business;

j. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations;

k. Auditing for compliance with federal and state laws, rules, and regulations; and

l. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, and processing payments.

Provident will not collect additional categories of personal information or use the personal information Provident collected for materially different, unrelated, or incompatible purposes without providing you notice.

**Disclosure of Personal Information to Non-Affiliated Third Parties**

Provident does not sell your personal information to non-affiliated third parties. Provident may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Provident does not disclose your personal information to a non-affiliated third party for a business purpose.

**Link to Privacy Notice**

Provident's GLBA Privacy Notice can be found on our website at https://providenttitle.com/privacy-notice-glba/.

**PROVIDENT TITLE COMPANY**
**CCPA & CPRA PRIVACY NOTICE**

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020, effective January 1, 2023 ("CPRA"), Provident Title Company ("Provident") is providing this Privacy Notice at Collection for California Residents ("CCPA & CPRA Notice"). This CCPA & CPRA Notice supplements the information contained in Provident's existing GLBA Privacy Notice and applies solely to all visitors, users, and consumers and others who reside in the State of California or are considered California Residents as defined in the CCPA & CPRA. All terms defined in the CCPA & CPRA have the same meaning when used in this CCPA & CPRA Notice.

**Personal and Sensitive Personal Information Provident Collects**

Specifically, Provident has collected the following categories of personal and sensitive personal information from consumers within the last twelve (12) months:

| Category | Examples | Collected |
|---|---|---|
| A. Identifiers. | A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers. | YES |
| B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code A§ 1798.80(e)). | A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories. | YES |
| C. Protected classification characteristics under California or federal law. | Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information). | NO |
| D. Commercial information. | Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies. | NO |
| E. Biometric information. | Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as: fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data. | NO |
| F. Internet or other similar network activity. | Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement. | NO |
| G. Geolocation data. | Physical location or movements. | NO |
| H. Sensory data. | Audio, electronic, visual, thermal, olfactory, or similar information. | NO |

| | | |
|---|---|---|
| I. Professional or employment-related information. | Current or past job history or performance evaluations. | NO |
| J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)). | Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as: grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records. | NO |
| K. Inferences drawn from other personal information. | Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes. | NO |

Provident obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Provident's website or other applications.
- From third parties that interact with Provident in connection with the services Provident provides.

**Personal and Sensitive Personal Information Provident May Collect That Is Excluded from Protection**

The following types of information may have been collected by Provident and is not subject to protection under this CCPA & CPRA Notice:

- Publicly available information from government records;
- Deidentified or aggregated consumer information;
- Health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 (HIIPA) and the California Confidentiality of Medical Information Act (CMIA) or clinical trial data; or
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), Gramm Leach Bliley Act (GLBA) and California Financial Information Privacy Act (FIPA).

**Use of Personal and Sensitive Personal Information**

Provident may use or disclose the personal or sensitive information Provident collects for one or more of the following purposes:

a. To fulfill or meet the reason for which the information is provided;

b. To provide, support, personalize, and develop our website, products, and services;

c. To create, maintain, customize, and secure your account with Provident;

d. To process your requests, purchases, transactions, and payments and prevent transactional fraud;

e. To prevent and/or process claims;

f. To assist third party vendors/service providers who complete transactions or perform services on Provident's behalf pursuant to valid service provider agreements;

g. As necessary or appropriate to protect the rights, property, or safety of Provident, our customers or others;

h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses;

i. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business;

j. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations;

k. Auditing for compliance with federal and state laws, rules, and regulations; or

l. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, and processing payments.

Provident will not collect additional categories of personal or sensitive information or use the personal or sensitive information Provident collected for materially different, unrelated, or incompatible purposes without providing you notice.

**Disclosure of Personal Information to Non-Affiliated Third Parties**

Provident does not sell your personal information to non-affiliated third parties. Provident may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Provident does not disclose your personal information to a non-affiliated third party for a business purpose.

**Your Rights Under CCPA**

The CCPA provides consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

**Access to Specific Information and Data Portability Rights**

You have the right to request that Provident disclose certain information to you about our collection and use of your personal information over the past twelve (12) months. Once Provident receives and confirms your verifiable consumer request, Provident will disclose to you:

- The categories of personal information Provident collected about you;
- The categories of sources for the personal information Provident collected about you;
- Provident's business or commercial purpose for collecting that personal information;
- The categories of third parties with whom Provident shares that personal information;
- The specific pieces of personal information Provident collected about you (also called a data portability request); and
- If Provident disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

**Deletion Request Rights**

You have the right to request that Provident delete any of your personal information Provident collected from you and retained, subject to certain exceptions. Once Provident receives and confirms your verifiable consumer request, Provident will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Provident may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which Provident collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you;

2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities;

3. Debug products to identify and repair errors that impair existing intended functionality;

4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law;

5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code A§ 1546 *seq.*);

6. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us;

7. Comply with a legal obligation; or

8. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

**Your Rights Under CPRA**

CPRA expands upon your consumer rights and protections offered by the CCPA. This section describes your CPRA rights and explains how to exercise those rights.

**Opt-Out of Information Sharing and Selling**

Provident does not share or sell information to third parties as the terms are defined under the CCPA and CPRA. Provident only shares your personal information as commercially necessary and in accordance with this CCPA & CPRA Notice.

**Correction of Inaccurate Information**

You have the right to request that Provident correct any inaccurate information maintained about you.

**Limit the Use of Sensitive Personal Information**

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA, is disclosed or shared with third parties.

**Exercising Your Rights Under CCPA and CPRA**

To exercise the access, data portability, deletion, opt-out, correction, or limitation rights described above, please submit a verifiable consumer request to us by the available means provided below:

**Phone:** Toll Free at (800) 794-8094

**Website:** https://providenttitle.com/contact-us/

**Email:** info@providenttitle.com

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Provident through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a twelve (12) month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom Provident collected personal information or an authorized representative; and
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Provident cannot respond to your request or provide you with personal information if Provident cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Provident.

**Response Timing and Format**

Provident endeavors to respond to a verifiable consumer request within forty-five (45) days of its receipt. If Provident requires more time (up to an additional forty-five (45) days), Provident will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures Provident provides will only cover the twelve (12) month period preceding the verifiable consumer request's receipt. The response Provident provides will also explain the reasons Provident cannot comply with a request, if applicable. For data portability requests, Provident will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Provident does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If Provident determine that the request warrants a fee, Provident will tell you why Provident made that decision and provide you with a cost estimate before completing your request.

**Non-Discrimination**

Provident will not discriminate against you for exercising any of your CCPA and CPRA rights. Unless permitted by the CCPA or CPRA, Provident will not:

- Deny you goods or services;
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties;
- Provide you a different level or quality of goods or services; or
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

**Record Retention**

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. Provident will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, Provident will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

**Changes to This CCPA & CPRA Notice**

Provident reserves the right to amend this CCPA & CPRA Notice at our discretion and at any time. When Provident makes changes to this CCPA & CPRA Notice, Provident will post the updated Notice on Provident's website and update the Notice's effective date.

**Link to Privacy Notice**

Provident's CCPA & CPRA Privacy Notice can be found on our website at https://providenttitle.com/privacy-notice-ccpa/.

**Contact Information**

If you have questions or comments about this notice, the ways in which Provident collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

**Phone:** Toll Free at (800) 794-8094

**Website:** https://providenttitle.com/contact-us/

**Email:** info@providenttitle.com

# Privacy Notice

**Last Updated and Effective Date**: December 1, 2023

First American Financial Corporation and its subsidiaries and affiliates (collectively, "First American," "we," "us," or "our") describe in our full privacy policy ("Policy"), which can be found at https://www.firstam.com/privacy-policy/, how we collect, use, store, and disclose your personal information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Policy is posted ("Sites"); (2) when you use our products and services ("Services"); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties"); and (5) when you interact with us to conduct business dealings, such as the personal information we obtain from business partners and service providers and contractors who provide us certain business services ("B2B"). This shortened form of the Policy describes some of the terms contained in the Policy.

The Policy applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

Please note that the Policy does not apply to any information we collect from job candidates and employees. Our employee and job candidate privacy policy can be found here.

**What Type Of Personal Information Do We Collect About You?** We collect a variety of categories of personal information about you. To learn more about the categories of personal information we collect, please visit https://www.firstam.com/privacy-policy/.

**How Do We Collect Your Personal Information?** We collect your personal information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

**How Do We Use Your Personal Information?** We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your personal information, please visit https://www.firstam.com/privacy-policy/.

**How Do We Disclose Your Personal Information?** We do not sell your personal information or share your personal information for cross-context behavioral advertising. We may, however, disclose your personal information, including to subsidiaries, affiliates, and to unaffiliated parties, such as service providers and contractors: (1) with your consent; (2) in a business transfer; (3) to service providers and contractors; and (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we disclose your personal information, please visit https://www.firstam.com/privacy-policy/.

**How Do We Store and Protect Your Personal Information?** The security of your personal information is important to us. That is why we take commercially reasonable steps to make sure your personal information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information.

**How Long Do We Keep Your Personal Information?** We keep your personal information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

**Your Choices** We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your personal information. You can learn more about your choices by visiting https://www.firstam.com/privacy-policy/.

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**International Jurisdictions**: Our Services are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Services from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with the Policy. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Services, and your agreements with us.

**Changes to Our Policy:** We may change the Policy from time to time. Any and all changes to the Policy will be reflected on this page and in the full Policy, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR SERVICES OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THE POLICY.**

**For California Residents**

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations. To learn more, please visit https://www.firstam.com/privacy-policy/.

**Contact Us** dataprivacy@firstam.com or toll free at 1-866-718-0097.

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# Exhibit B (Revised 11-04-22)

## CALIFORNIA LAND TITLE ASSOCIATION

## STANDARD COVERAGE POLICY – 1990 (11-09-18)

## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:

   (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;

   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

   (c) resulting in no loss or damage to the insured claimant;

   (d) attaching or created subsequent to Date of Policy; or

   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.

4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.

5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.

6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

## EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

   Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

6. Any lien or right to a lien for services, labor or material unless such lien is shown by the public records at Date of Policy.

## EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

## CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (07-01-2021)
## EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy and We will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:

   i. the occupancy, use, or enjoyment of the Land;

   ii. the character, dimensions, or location of any improvement on the Land;

   iii. the subdivision of land; or

   iv. environmental remediation or protection.

   b. any governmental forfeiture, police, or regulatory, or national security power.

   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b. Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.

2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.

3. Any defect, lien, encumbrance, adverse claim, or other matter:

   a. created, suffered, assumed, or agreed to by You;

   b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;

   c. resulting in no loss or damage to You;

   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or

   e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.

4. Lack of a right:

   a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and

   b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.

   Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.

5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.

6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:

   a. fraudulent conveyance or fraudulent transfer;

   b. voidable transfer under the Uniform Voidable Transactions Act; or

   c. preferential transfer:

      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or

      ii. for any other reason not stated in Covered Risk 30.

7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.

8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.

9. Any lien on Your Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a. or 27.

10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

## LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

| | Your Deductible Amount | Our Maximum Dollar Limit of Liability |
|---|---|---|
| Covered Risk 16 | 1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less) | $10,000.00 |
| Covered Risk 18 | 1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less) | $25,000.00 |
| Covered Risk 19 | 1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less) | $25,000.00 |
| Covered Risk 21 | 1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less) | $5,000.00 |

# ALTA OWNER'S POLICY (07-01-2021)

## EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
    i. the occupancy, use, or enjoyment of the Land;
    ii. the character, dimensions, or location of any improvement on the Land;
    iii. the subdivision of land; or
    iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b. Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

## EXCEPTIONS FROM COVERAGE

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.**

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

*NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed as 1 through 7 below:*

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.

7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

## 2021 ALTA LOAN POLICY (07-01-21)
## EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

**1.** a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:

i. the occupancy, use, or enjoyment of the Land;

ii. the character, dimensions, or location of any improvement on the Land;

iii. the subdivision of land; or

iv. environmental remediation or protection.

b. any governmental forfeiture, police, regulatory, or national security power.

c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

**2.** Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.

**3.** Any defect, lien, encumbrance, adverse claim, or other matter:

a. created, suffered, assumed, or agreed to by the Insured Claimant;

b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

c. resulting in no loss or damage to the Insured Claimant;

d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or

e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser or encumbrancer had been given for the Insured Mortgage at the Date of Policy.

**4.** Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.

**5.** Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury law or Consumer Protection Law.

**6.** Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage is a:

a. fraudulent conveyance or fraudulent transfer;

b. voidable transfer under the Uniform Voidable Transactions Act; or

c. preferential transfer:

i. to the extent the Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or

ii. for any other reason not stated in Covered Risk 13.b.

**7.** Any claim of a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.

**8.** Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2.b. or 11.b.

**9.** Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

## EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

The above Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exceptions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or rights to a lien for services, labor, material not shown by the Public Records.

# AERIAL PHOTOGRAPH

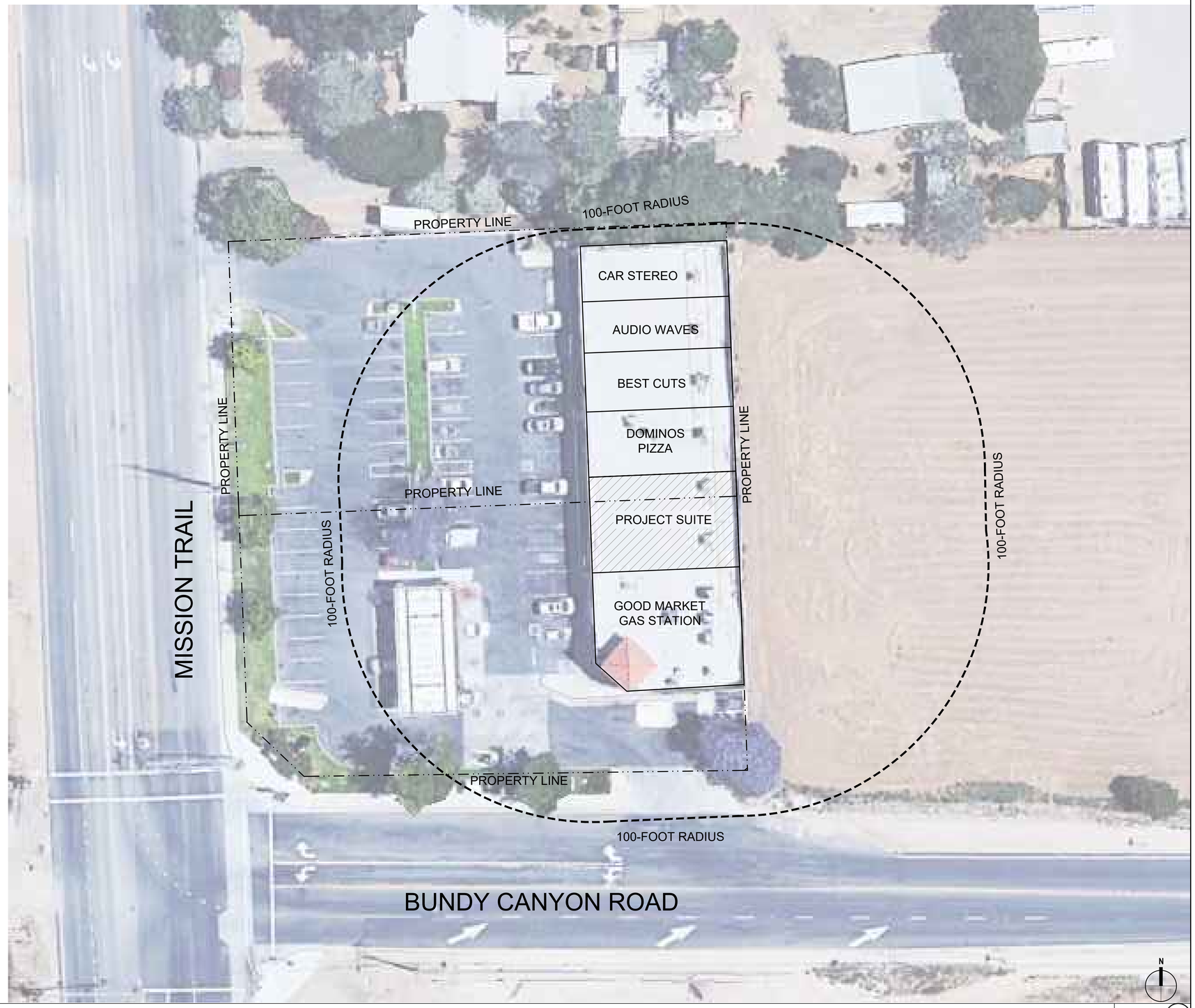

33930
156
526

# 100 ft RADIUS MAP - RESIDENCES

## SEPARATION REQUIREMENTS

SECTION 17.315.070 REQUIRES THE FOLLOWING SEPARATION.

MIN. 100 FEET: TO ANY RESIDENTIAL USE AS DEFINED IN CHAPTER 17.315.070 OF THE WMC.




100-FOOT RADIUS MAP 1"=20'-0" 1

HESTIA ATELIER
DESIGN | ARCHITECTURE
3 PETERS CANYON RD. STE 110
IRVINE, CA. 92606

Seal

LICENSED ARCHITECT
KIZZASHI IMAMURA
C-34970
REN. 09/30/25
STATE OF CALIFORNIA

Consultant

STIIIZY
33980 MISSION TRAIL
WILDOMAR, CA 92595

100- FOOT RADIUS MAP

Project Number:
Plan Check Number:

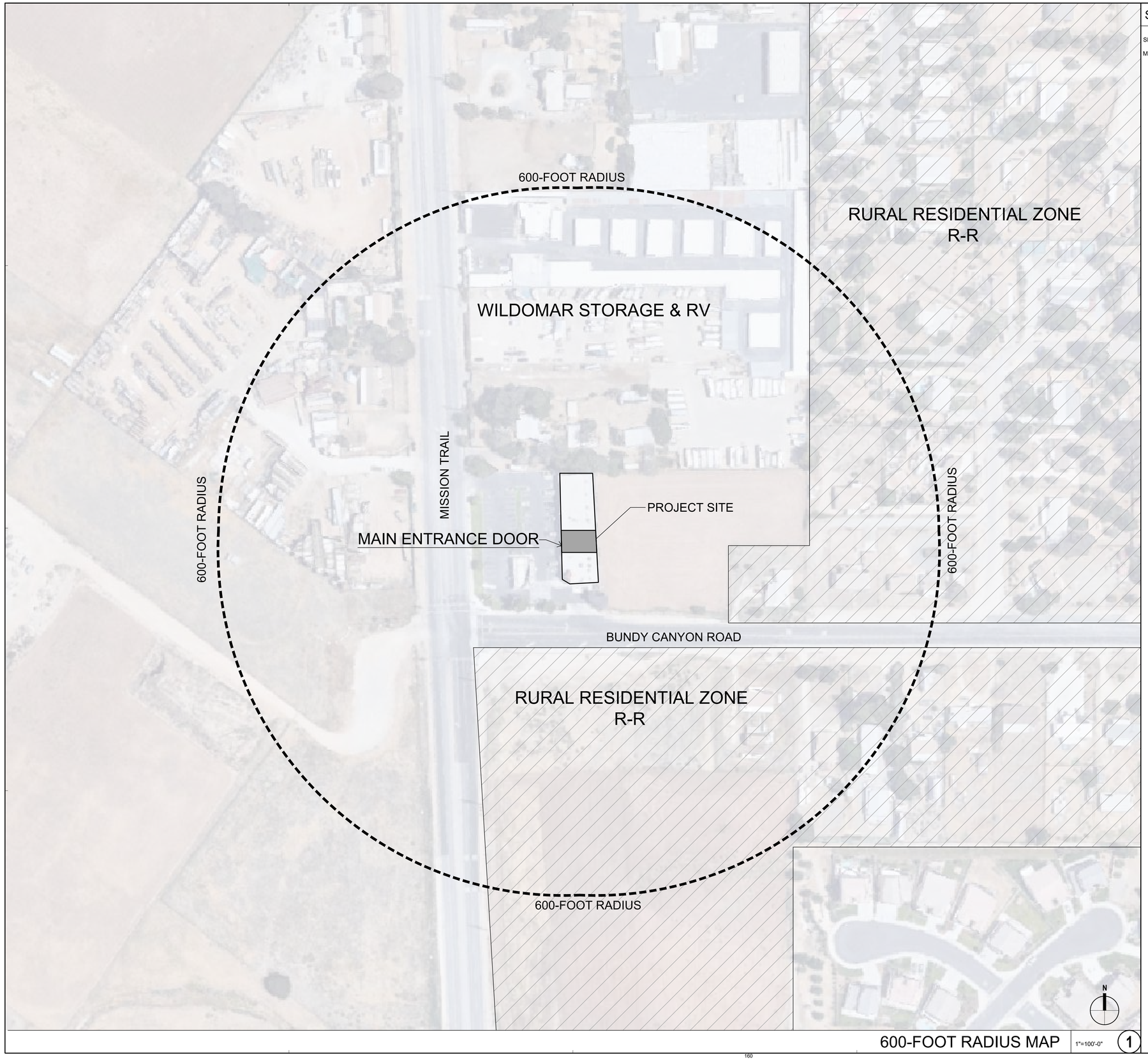
| | |
|---|---|
| 2024-12-09 | CUP SUBMITTAL |

PRELIMINARY - NOT FOR CONSTRUCTION

SHEET
A1.1

dwg last saved: Dec/12/2024 2:42 PM by: admin
sheet plotted: Dec/12/2024 2:42 PM by: admin
drawing file name: c:\cmfp site plan.dwg

# 600 ft RADIUS MAP - SENSITIVE USES




600-FOOT RADIUS MAP 1"=100'-0" (1)

## SEPARATION REQUIREMENTS

SECTION 17.315.070 REQUIRES THE FOLLOWING SEPARATION.

MIN. 600 FEET: TO ANY PUBLIC/PRIVATE SCHOOL, COMMERCIAL DAY CARE CENTER, PARKS AND/OR YOUTH CENTERS AS DEFINED IN CHAPTER 17.315.070 OF THE WMC.

HESTIA ATELIER
3 PETERS CANYON RD. STE 110
IRVINE, CA. 92606

Seal

LICENSED ARCHITECT
C-34970
REN. 09/30/25
STATE OF CALIFORNIA

Consultant

STIIIZY
33980 MISSION TRAIL
WILDOMAR, CA 92595

600-FOOT RADIUS MAP

Project Number:
Plan Check Number:

| | |
|---|---|
| 2024-12-09 | CUP SUBMITTAL |

SHEET
A1.2

PRELIMINARY - NOT FOR CONSTRUCTION



dwg last saved: Dec/12/2024 2:42 PM by: admin
sheet plotted: Dec/12/2024 @ 2:42PM
drawing file name: ~ \cchfp\ data p\plan.dwg

# ATTACHMENT E

# MISCELLANEOUS EXHIBITS

## Vicinity / Location Map



**Surrounding Land Uses Table**

The project site is currently vacant and surrounded by residential lands to the north and west. There is vacant land to the south. The table on the following page 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 Site** | Vacant | Commercial Retail (CR) | C-1/C-P (General Commercial) |
| **North** | Non-conforming residential dwelling with outdoor storage | Commercial Retail (CR) | C-1/C-P (General Commercial) |
| **South** | Vacant | Light Industrial (LI) | M-SC (Manufacturing Service Commercial) |
| **East** | Vacant | Commercial Retail (CR) | C-1/C-P (General Commercial) |
| **West** | Vacant | Light Industrial (LI) | M-SC (Manufacturing Service Commercial) |

# ABBREVIATIONS

FOR ADDITIONAL ABBREVIATIONS REFER TO THE DOOR SCHEDULE, FINISH SCHEDULE, AND THE ENGINEER'S DRAWINGS

| | | | | | |
|---|---|---|---|---|---|
| Ø | DIAMETER | FA. | FIRE ALARM | PART'N | PARTITION |
| # | SQUARE FOOT / FEET | FDN | FOUNDATION | P.L. | PROPERTY LINE |
| & | AND | F.D. | FLOOR DRAIN | PL. | PLATE |
| @ | AT | F.E. | FIRE EXTINGUISHER | P.LAM | PLASTIC LAMINATE |
| ℄ | CENTER LINE | F.F. | FINISH FLOOR | PLAS. | PLASTER |
| ⊥ | PERPENDICULAR | FIN. | FINISH | PLBG. | PLUMBING |
| # | POUND OR NUMBER | FIXT. | FIXTURE | PLYWD. | PLYWOOD |
| (E) | EXISTING | FLASH | FLASHING | POC | POINT OF CONNECTION |
| A.B. | ANCHOR BOLT | FLUOR. | FLUORESCENT | PR. | PAIR |
| ABV. | ABOVE | F.H.C. | FIRE HOSE CABINET | P.T. | PRESSURE TREATED |
| A/C | AIR CONDITIONING | F.H. | FIRE HYDRANT | Q.T. | QUARRY TILE |
| A.C. | ASPHALTIC CONCRETE | FL. | FLOW LINE | | |
| ACOUST. | ACOUSTICAL | F.O.C. | FACE OF CONCRETE | R. | RISER |
| ADD'L. | ADDITIONAL | F.O.F. | FACE OF FINISH | R./RAD. | RADIUS |
| A.D. | AREA DRAIN | F.O.M. | FACE OF MASONRY | R.D. | ROOF DRAIN |
| ADJ. | ADJACENT | F.O.S. | FACE OF SHEATHING | RDWD. | REDWOOD |
| AFF. | ABOVE FINISH FLOOR | FPRF. | FIREPROOF | RE: | REFER TO |
| AGGR. | AGGREGATE | FRT. | FIRE RETARDANT TREATED | REF. | REFERENCE |
| ALUM. | ALUMINUM | | | REFR. | REFRIGERATOR |
| APPROX. | APPROXIMATE | F.S. | FINISH SURFACE | REG. | REGISTER |
| ARCH. | ARCHITECTURAL | F.S. | FLOOR SINK | REINF. | REINFORCING |
| ASB. | ASBESTOS | FSR. | FIRE SPRINKLER RISER | REQ'D. | REQUIRED |
| ASPH. | ASPHALT | FT. | FOOR OR FEET | REQ'MT. | REQUIEMENT |
| ASR. | AUTO. SPRINKLER RISER | FTG. | FOOTING | RESIL. | RESILIENT |
| | | FURR. | FURRING | R.H.B. | RECESSED HOSE BIB |
| AUTO. | AUTOMATIC | FUT. | FUTURE | RM. | ROOM |
| BD. | BOARD | GA. | GAUGE | R.O. | ROUGH OPENING |
| BITUM. | BITUMINOUS | GALV. | GALVANIZED | ROW. | RIGHT OF WAY |
| BLDG. | BUILDING | G.B. | GRAB BAR | R.S. | ROUGH SAWN |
| BLK. | BLOCK | GC. | GENERAL CONTRACTOR | R.W.L. | RAIN WATER LEADER |
| BLKG. | BLOCKING | | | | |
| BM. | BEAM | GI. | GALVANIZED | S. | SOUTH |
| BOT. | BOTTOM | GL. | GLASS | SAT | SUSP. ACOUST. TILE |
| BTWN. | BETWEEN | GND. | GROUND | S.C. | SOLID CORE |
| | | GR. | GRADE | SCHED. | SCHEDULE |
| C | CAMBER | GYP. | GYPSUM | SECT. | SECTION |
| CAB. | CABINET | H.B. | HOUSE BIB | S.F. | SQUARE FOOT / FEET |
| C.B. | CATCH BASIN | H.C. | HOLLOW CORE | SHT. | SHEET |
| CEM. | CEMENT | HDR. | HEADER | SHT'G. | SHEATHING |
| CER. | CERAMIC | HDW. | HARDWARE | SIM. | SIMILAR |
| C.H.B. | CONCEALED HOSE BIB | HDWD. | HARDWOOD | SPEC. | SPECIFICATION |
| C.I. | CAST IRON | H.M. | HOLLOW METAL | SQ. | SQUARE |
| C/J | CEILING JOINT | HORIZ. | HORIZONTAL | S.S. | STAINLESS STEEL |
| C.J. | CONTROL JOINT | H.P. | HIGH POINT | SSK. | SERVICE SINK |
| CLG. | CEILING | HR. | HOUR | STA. | STATION |
| CLR. | CLEAR | HT. | HEIGHT | STD. | STANDARD |
| CMU | CONCRETE MASONRY UNIT | HVAC. | HEATING, VENTILATION, & AIR CONDITIONING | STL. | STEEL |
| | | | | STOR. | STORAGE |
| C.O. | CONCRETE OPENING CLEANOUT | I.D. | INSIDE DIAMETER | STRUCT. | STRUCTURAL / STRUCTURE |
| COL. | COLUMN | I.E. | INVERT ELEVATION | SUSP. | SUSPENDED |
| CONC. | CONCRETE | IN. | INCH | SYM. | SYMETRICAL |
| CONN. | CONNECTION | INFO. | INFORMATION | T | TREAD |
| CONST. | CONSTRUCTION | INSUL. | INSULATION | TB | TOP BEAM |
| CONT. | CONTINUOUS | INT. | INTERIOR | TC | TOP OF CURB |
| CONTR. | CONTRACTOR | | | TD | TOP OF DRAIN |
| CORR. | CORRIDOR | JT. | JOINT | TEL. | TELEPHONE |
| CTSK. | COUNTERSUNK | | | T&G. | TONGUE AND GROOVE |
| CTR. | CENTER | LAM. | LAMINATE | THK. | THICK |
| CY. | CUBIC YARD | LAV. | LAVATORY | T.J. | TRUSS JOIST |
| | | LT. | LIGHT | T.O. | TOP OF |
| DBL. | DOUBLE | | | T.O.C. | TOP OF CONCRETE |
| DEPT. | DEPARTMENT | MAX. | MAXIMUM | T.O.P. | TOP OF PARAPET |
| DET. | DETAIL | MECH. | MECHANICAL | T.O.PL. | TOP OF PLATE |
| D.F. | DRINKING FOUNTAIN | MEMB. | MEMBRANE | T.O.S. | TOP OF STEEL |
| DIA. | DIAMETER | MET. | METAL | T.O.W. | TOP OF WALL |
| DIM. | DIMENSION | MFR. | MANUFACTURER | T.P. | TOP OF PAVEMENT |
| DISP. | DISPENSER | MH. | MANHOLE | T.V. | TELEVISION |
| DN. | DOWN | MIN. | MINIMUM | TYP. | TYPICAL |
| DR. | DOOR | MIR. | MIRROR | | |
| DS. | DOWNSPOUT | MISC. | MISCELLANEOUS | UNF. | UNFINISHED |
| D.S.P. | DRY STANDPIPE | M.O. | MASONRY OPENING | U.N.O. | UNLESS NOTED OTHERWISE |
| DWG. | DRAWING | MTD. | MOUNTED | | |
| E. | EAST | MUL | MULLION | VERT. | VERTICAL |
| EA. | EACH | | | VEST. | VESTIBULE |
| EJ | EXPANSION JOINT | N. | NORTH | V.C.T. | VINYL COMPOSITE TILE |
| ELEC. | ELECTRICAL | N.F.A. | NET FREE VENT AREA | V.I.F. | VERIFY IN FIELD |
| EL. | ELEVATION | N.I.C. | NOT IN CONTRACT | V.T.R. | VENT THROUGH ROOF |
| EMER. | EMERGENCY | NO. | NUMBER | | |
| ENCL. | ENCLOSURE | NOM. | NOMINAL | W. | WEST |
| E.P. | ELECTRICAL PANEL | N.T.S. | NOT TO SCALE | W/ | WITH |
| EPS | EXPANDED POLYSTYRENE | | | W.C. | WATER CLOSET |
| | | O.A. | OVERALL | WD. | WOOD |
| EQ. | EQUAL | OBS. | OBSCURED | WH. | WATER HEATER |
| EQUIP. | EQUIPMENT | O.C. | ON CENTER | W/O | WITHOUT |
| | | O.D. | OUTSIDE DIAMETER | WP. | WATERPROOF |
| E.W. | EACH WAY | OFD. | OVERFLOW DRAIN | WR. | WATER RESISTANT |
| EXIST. | EXISTING | OFF. | OFFICE | W.W.F. | WELDED WIRE FABRIC |
| EXP. | EXPANSION | OPNG. | OPENING | WT. | WEIGHT |
| EXT. | EXTERIOR | OPP. | OPPOSITE | | |

# GRAPHIC MATERIAL LEGEND

- EARTH SHOWN IN SECTION
- CAST-IN-PLACE CONCRETE PLAN OR SECTION
- BRICK PAVERS PLAN OR SECTION
- RIGID INSULATION OR SAFING PLAN OR SECTION
- METAL - TYPE AS NOTED PLAN OR SECTION
- METAL - ROLLED SHAPE PLAN OR SECTION
- PLASTER ON METAL LATH SHOWN IN SECTION
- DENSGLASS SHOWN IN SECTION
- GYPSUM BOARD SHOWN IN SECTION
- CONT. WOOD BLOCKING SHOWN IN SECTION
- FINISHED WOOD SECTION OR ELEVATION --- OR ---
- FINISHED WOOD SECTION OR ELEVATION
- SPRAY FIREPROOFING SHOWN IN SECTION
- BATT INSULATION P THERMAL OR ACOUSTICAL AS NOTED
- GLASS SHOWN IN SECTION
- CMU SHOWN IN SECTION

# SYMBOL LEGEND

| SYMBOL | DESCRIPTION |
|---|---|
| **DETAIL REFERENCE** | |
| 24B / A7.0-1B | DETAIL NUMBER; SHEET NUMBER; SUBJECT POINTER |
| **EXTERIOR ELEVATION** | |
| 1A / A3.0 | DETAIL NUMBER; SHEET NUMBER |
| **KEYNOTE** | |
| 101 | |
| **WALL TYPE** | |
| 101 TYP. | WALL TYPE; SUBJECT WALL |
| **DOOR TYPE** | |
| 101 | |
| **MISCELLANEOUS TYPE** | |
| R101 | |
| **SIMPLE FINISH: MATERIAL AND COLOR** | |
| A / 1 | MATERIAL; COLOR |
| **ROOM IDENTIFICATION** | |
| COMPACTOR ROOM / F100 / 100 SF | ROOM NAME; ROOM NUMBER; ROOM FLOOR AREA |
| **ROOM OCCUPANCY LOAD** | |
| CLOSET S-1 200 5 1.000 | RM. OCCUPANCY GROUP; RM. NAME OR NUMBER; OCC. LOAD FACTOR; RM. FLOOR AREA; RM. OCCUPANT LOAD |
| **GRID LINE IDENTIFICATION** | |
| A | GRID LINE IDENTIFICATION |

| SYMBOL | DESCRIPTION |
|---|---|
| **BUILDING AND WALL SECTIONS** | |
| 1A / A3.5 | DETAIL NUMBER; CUT PLANE; SHEET NUMBER |
| **INTERIOR ELEVATION** | |
| A / 1 / A4.1 / B | ELEVATION NUMBER; DETAIL NUMBER; SHEET NUMBER; ELEVATION NUMBER |
| **CEILING HEIGHT** | |
| 10'-0" | HEIGHT A.F.F. U.N.O. |
| **ACCESSORY TYPE** | |
| A101 | |
| **WINDOW TYPE** | |
| W101 | |
| **DELTA AND CLOUD** | |
| 1 | |
| **COMPLEX FINISH: MATERIAL, COLOR, & ADDITIONAL INFORMATION** | |
| 1 / A / P-3 | MATERIAL; COLOR; ADDITIONAL INFO. |
| **MATCH LINE** | |
| MATCH LINE SEE: AX.X-X | MATCH LOCATION SHEET |
| **EGRESS WIDTH** | |
| STAIR #1 100 20" 20" | EGRESS COMPONENT; OCCUPANT LOAD; REQ'D MINIMUM WIDTH; PROVIDED WIDTH |
| xA | GRID LINE IDENTIFICATION ('x' DENOTES EXISTING) |

# GENERAL NOTES

1. THESE DRAWINGS ARE THE PROPERTY OF HESTIA ATELIER, LLP AND ARE NOT TO BE USED FOR ANY OTHER THAN THE LOCATION SHOWN HEREON. OWNER IS LICENSED TO UTILIZE CONSTRUCTION DOCUMENTS FOR THIS 11. LOCATION ONLY.
2. NO CHANGES ARE TO BE MADE ON THESE PLANS WITHOUT THE KNOWLEDGE OR CONSENT OF THE ARCHITECT/ ENGINEER WHOSE SIGNATURE APPEARS HEREON.
12. 3. DIMENSIONS AS INDICATED ARE THE DIMENSIONS TO BE USED FOR CONSTRUCTION. DO NOT SCALE DRAWINGS.
13. 4. NO FRAMING OF ANY TYPE IS TO BE CONCEALED PRIOR TO INSPECTION
5. REFERENCES TO ANY DETAIL OR DRAWING IS FOR CONVENIENCE ONLY AND DOES NOT LIMIT THE APPLICATION OF SUCH DETAIL OR DRAWINGS. BY GOVERNING AGENCIES.
6. DIMENSIONS AND CONDITIONS AT THE JOB SITE SHALL BE VERIFIED BY ALL CONTRACTORS, DISCREPANCIES IN THE DRAWINGS OR BETWEEN THE DRAWINGS AND ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE ARCHITECT AND TO THE OWNER. CORRECTED DRAWINGS OR INSTRUCTION SHALL BE ISSUED BY THE ARCHITECT PRIOR TO THE INSTALLATION OF ANY WORK. ALL DIMENSIONS ARE TO BE ROUGH UNLESS OTHERWISE NOTED. ARCHITECT'S DRAWINGS SHALL GOVERN OVER STRUCTURAL, MECHANICAL, ELECTRICAL
14. AND LANDSCAPE DRAWINGS. ALL DRAWINGS SHALL BE ISSUED BY ARCHITECT.
15. ALL WORK, CONSTRUCTION AND MATERIALS SHALL COMPLY WITH ALL PROVISIONS OF THE BUILDING CODE AND WITH OTHER RULES, REGULATIONS, AND ORDINANCES FOVERNING THE PLACE OF THE CONSTRUCTION. IT IS THE RESPONSIBILITY OF ANYONE SUPPLYING LABOR OR BOTH TO BRING TO THE ATTENTION OF THE ARCHITECT
16. AND THE OWNER ANY DISCREPANCES OR CONFLICT BETWEEN THE REQUIREMENTS OF THE CODE AND THE DRAWINGS, THE APPLICABLE CODES SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO: CALIFORNIA BUILDING CODE 2016 EDITION
17. 7. THESE DRAWINGS DO NOT CONTAIN THE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY.
18. 8. ALL GYPSUM WALL BOARD TO BE 1/2" OR 5/8" THICK TYPE "X", UNLESS OTHERWISE NOTED OR REQUIRED FOR SPECIFIC WALL CONSTRUCTION.
19.
20. ALL CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH THE STATE CONSTRUCTION SAFETY ORDERS ENFORCED BY THE STATE OF CALIFORNIA DIVISION OF INDUSTRIAL SAFETY.

CONSTRUCT NO TRENCHES OR EXCAVATIONS 5' OR MORE IN DEPTH INTO WHICH A PERSON IS REQUIRED TO DESCEND, OR OBTAIN NECESSARY PERMIT FROM THE STATE OF CALIFORNIA DIVISION OF INDUSTRIAL SAFETY PRIOR TO THE ISSUANCE OF A BUILDING OR GRADING PERMIT.

EXACT LOCATION AND NUMBER OF EXIT SIGNS SHALL BE DETERMINED BY FIELD INSPECTOR AFTER THE INSTALLATION OF ALL MAJOR EQUIPMENT. CONTRACTOR SHALL CONDUCT SUCH FIELD INSPECTION PRIOR TO INSTALLATION OF ANY EXIT SIGNAGE.

FIRE EXTINGUISHERS SHALL BE PROVIDED AS FOLLOWS; 1 2A10BC EXTINGUISHER FOR EACH 3000 SQ. FT. FIRE EXTINGUISHERS SHALL NOT EXCEED 75' TRAVEL DISTANCE AND SIGNS SHALL BE POSTED ABOVE ALL EXTINGUISHERS TO INDICATE THEIR LOCATIONS. EXTINGUISHERS SHALL BE MOUNTED MEASURING FROM THE TOP OF THE EXTINGUISHER TO FINISH FLOOR A MINIMUM OF 3' AND MAXIMUM OF 5'. EXTINGUISHERS LOCATED IN PUBLIC AREAS SHALL BE IN A RECESSED FIRE EXTINQUISHER CABINET(S) MOUNTED 48" TO CENTER OF CABINET(S) ABOVE FINISHED FLOOR LEVEL WITH MAXIMUM 4" PROJECTION FROM THE WALL. AN ADDITIONAL 2A:20BC EXTINGUISHER WILL BE REQUIRED NO MORE THAN 75' OF TRAVEL FROM ANY PORTION OF FUELING LOCATIONS. EXACT LOCATIONS OF EXTINGUISHERS SHALL BE DETERMINED BY FIELD INSPECTOR.

NO HAZARDOUS MATERIALS WILL BE STORED AND/OR USED WITHIN THE BUILDING WHICH EXCEED THE QUANTITIES LISTED IN THE CBC TABLES 307.1(1) & 307.1(2).

WHERE PERMANENT IDENTIFICATION IS PROVIDED FOR ROOMS ANS SPACES, RAISED LETTERS SHALL ALSO BE PROVIDED AND SHALL BE ACCOMPANIED BY BRAILLE. SECTION 1117B.5 ALL SIGNAGE REQUIREMENTS OF SECTION 1117B.5 SHALL BE SATISFIED.

COMPLY WITH CBC SECTION 3303 REGARDING PROTECTION OF PEDESTRIANS DURING CONSTRUCTION.

WALL, FLOOR AND CEILING SHALL NOT EXCEED THE FLAME SPREAD CLASSIFICATIONS IN CBC TABLE 803.9.

ODOR CONTROL SYSTEM TO BE ODOR-ARMOR 420 BY BENZACO SCIENTIFIC ENGINEERED ODOR MANAGEMENT OR APPROVED EQUAL.

ANY DELAYED EGRESS SHALL COMPLY WITH CFC 1010.1.9.7 AND 1010.1.9.9 AS APPLICABLE.

ADDRESS NUMBERS SHALL BE MIN. OF 12 INCHES

# PROJECT SCOPE

COMMERCIAL INTERIOR TENANT IMPROVEMENTS FOR CANNABIS DISPENSARY. SCOPE OF WORK TO INCLUDE:

-REMOVAL CONSTRUCTION OF NON-BEARING WALLS

-CONSTRUCTION OF EXTERIOR BEARING WALLS

-HVAC

-ELECTRICAL

-PLUMBING

# DEFERRED SUBMITTALS

- SIGNAGE
- SPRINKLER
- FIRE ALARM

# PROJECT DATA

## 1 - ADMINISTRATION

A. ALL WORK SHALL BE IN CONFORMANCE WITH THE CODES IDENTIFIED IN THE GOVERNING CODES SECTION LISTED BELOW.

2022 CALIFORNIA BUILDING CODE AND JURISDICTIONAL AMENDMENTS
2022 CALIFORNIA MECHANICAL CODE AND JURISDICTIONAL AMENDMENTS
2022 CALIFORNIA PLUMBING CODE AND JURISDICTIONAL AMENDMENTS
2022 CALIFORNIA ELECTRICAL CODE AND JURISDICTIONAL AMENDMENTS
2022 CALIFORNIA GREEN BUILDING STANDARDS CODE AND JURISDICTIONAL AMENDMENTS
2022 CALIFORNIA FIRE CODE AND JURISDICTIONAL AMENDMENTS
2022 CALIFORNIA ENERGY CODE AND JURISDICTIONAL AMENDMENTS

CITY OF WILDOMAR MUNICIPAL CODES AND ORDINANCES

ALL FINISHES SHALL COMPLY WITH CBC CHAPTER 8, TABLE 803.9

B. ACCESSIBILITY REQUIREMENTS PER THE FEDERAL ADA, ANSI 117.1-2003 AND 2022 CBC OR AS AMENDED BY STATE OR LOCAL REGULATIONS, WHICHEVER IS MOST RESTRICTIVE

## 3 - OCCUPANCY

A. PRIMARY OCCUPANCY (CHAPTER 3): M OCCUPANCY

**B. OCCUPANCY GROUP**

OCCUPANT LOAD (REFER TO A1.5 EGRESS PLAN FOR DETAILED OCCUPANT LOAD)

| ROOM NAME | AREA (NET) | OCCUPANT LOAD |
|---|---|---|
| RECEPTION: | 268 SF/60 | 5 OCCUPANTS |
| OFFICE #1: | 190 SF/60 | 4 OCCUPANTS |
| RETAIL: | 1,188 SF/60 | 20 OCCUPANTS |
| STORAGE: | 283 SF/300 | 1 OCCUPANT |
| BREAKROOM: | 168 SF/15 | 12 OCCUPANTS |
| OFFICE #2 | 56 SF/60 | 1 OCCUPANTS |
| RESTROOM: | 51 SF | ACCESSORY USE |
| TOTAL: | 2,204 SF | 43 OCCUPANTS |

EXIT
REQUIRED: 1 EXITS
PROPOSED : 2 EXITS

PERMITTED EXIT ACCESS TRAVEL DISTANCE: 250 FT FOR MERCANTILE (TABLE 1017.2)
PROPOSED EXIT ACCESS TRAVEL DISTANCE: 92 FEET

## 4 - BUILDING & SITE DATA

A. CONSTRUCTION TYPE (CHAPTER 5): V-B
B. FULLY SPRINKLERED PER CHAPTER 9: YES
C. PROJECT AREA: 2,275 SF (GROSS SF)
D. NUMBER OF STORIES: 1 STORY
E. SITE ACREAGE: 1.01 ACRES
F. LEGAL DESCRIPTION:
1.01 ACRES IN PARS 1 & 2 PM 010/039 PM 5335
APN: 366-160-070

G. NUMBER OF PARKING (WILDOMAR MUNICIPAL CODE)

| BUSINESS | PARKING REQUIREMENT | REQ'D PARKING SPACES |
|---|---|---|
| THE GOODS MARKET/76 GAS STATTION | 1 PER 200 SQ. FT. | 14.2 |
| (PROPOSED) CANNABIS RETAIL | 5.5 PER 1000 SQ. FT. | 12.5 |
| DOMINOS PIZZA | 5.5 PER 1000 SQ. FT. | 7.3 |
| BEST HAIR CUTS AND SKIN CARE | 1 PER 150 SQ. FT. | 8.2 |
| AUDIO WAVES | 4 PER SERVICE BAY | 4.0 |
| TOTAL: | | 46.2 |
| PARKING REQUIRED: | | 47 |
| PARKING CAPACITY: | | 52 |
| SURPLUS (PARKING CAPACITY - PARKING DEMAND) | | 4 |

CONDITIONAL USE PERMIT APPLICATION NUMBER -

## 5 - PLUMBING FIXTURE CALC

PROPOSED OCCUPANCY GROUP: M OCCUPANCY
GROSS SF: 2,275 SF

PLUMBING OCCUPANT LOAD FACTOR (TABLE A OF 2022 CPC CHAPTER 4)
GROUP M: 1/100
PLUMBING OCCUPANT LOAD: 2,275 / 100 = 23 OCCUPANTS

NUMBER OF FACILITIES
REQUIRED: 1 RESTROOM, GENDER NEUTRAL (2022 CPC SECTION 422.2 EXCEPTION 3)
PROVIDED: 1 RESTROOM, GENDER NEUTRAL

# STIIIZY

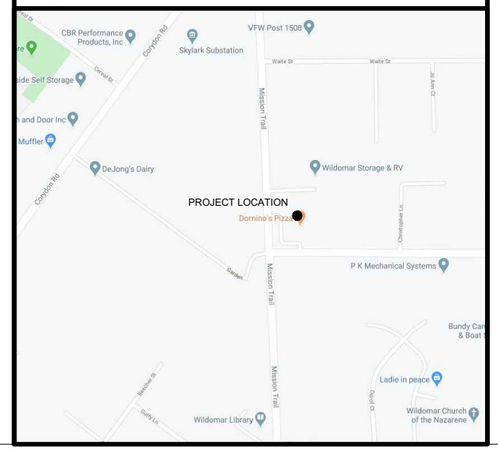
33980 MISSION TRAIL, SUITE A & B
WILDOMAR, CA. 92595

# PROJECT DIRECTORY

APPLICANT:
SHRYNE GROUP
2001 ALAMEDA ST.
LOS ANGELES, CA 90058
ATTN: JAMES KIM

ARCHITECT:
HESTIA ATELIER, LLP
3 PETERS CANYON RD.SUITE 110
IRVINE, CA 92606
PHONE: (949) 230-6006
EMAIL: HIDE.IWAGAMI@HESTIAATELIER.COM
ATTN: HIDE IWAGAMI

# VICINITY MAP




# SHEET INDEX

| | SHEET TITLE | PLAN CHECK | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **ARCHITECTURAL** | | | | | | | | |
| T1.0 | TITLE SHEET | | | | | | | |
| A1.0 | SITE PLAN | | | | | | | |
| A1.1 | RADIUS MAP (100') | | | | | | | |
| A1.2 | RADIUS MAP (600') | | | | | | | |
| A1.3 | PHOTOMETRIC PLAN | | | | | | | |
| A2.0 | PROPOSED FLOOR PLAN | | | | | | | |
| A2.1 | SECURITY PLAN | | | | | | | |
| A3.0 | NOT USED | | | | | | | |
| A4.0 | INTERIOR ELEVATIONS | | | | | | | |
| A4.1 | INTERIOR ELEVATIONS | | | | | | | |
| A4.2 | INTERIOR ELEVATIONS | | | | | | | |
| A5.0 | INTERIOR RENDERINGS | | | | | | | |
| A5.1 | INTERIOR RENDERINGS | | | | | | | |


HESTIA ATELIER
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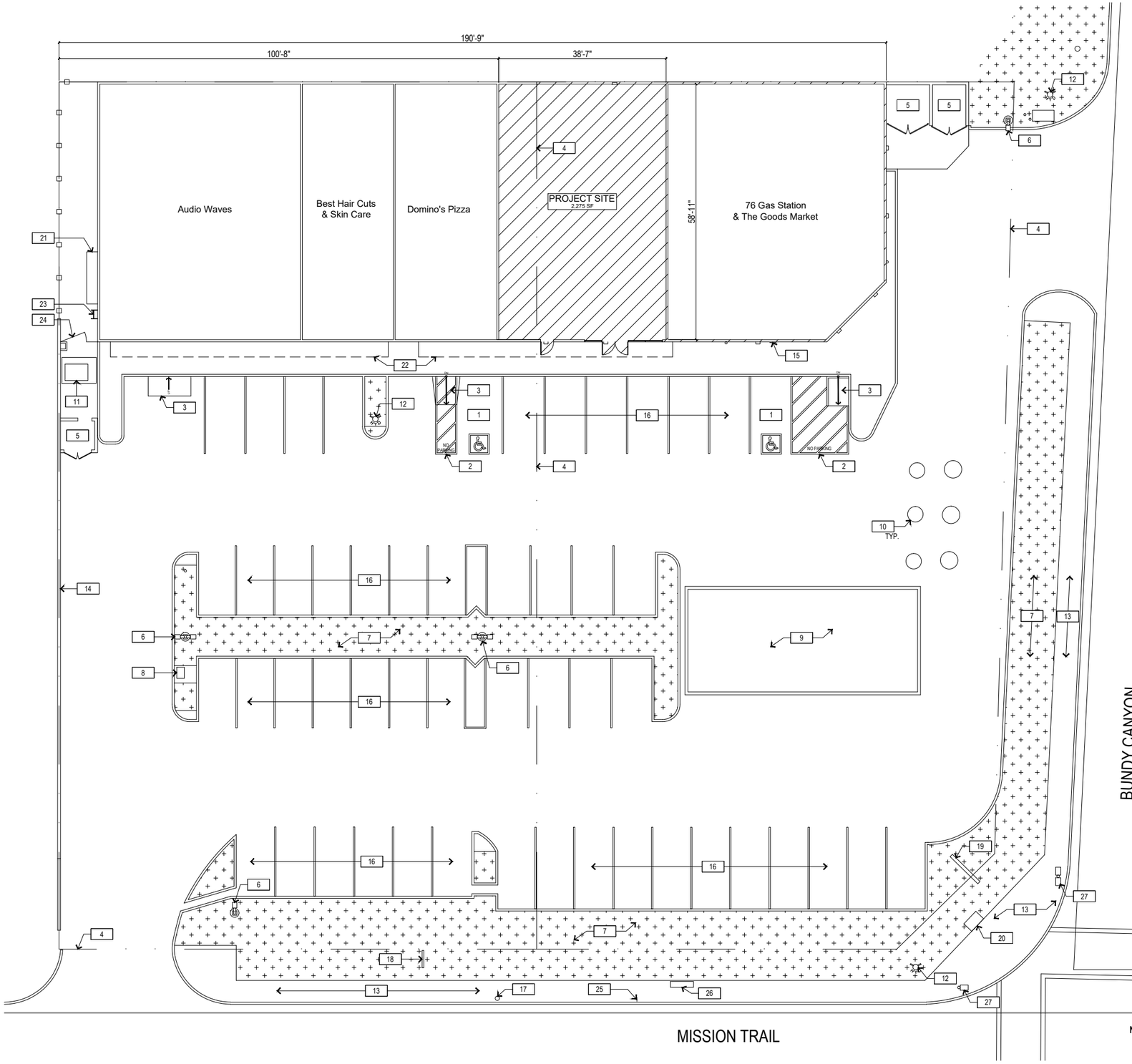
LICENSED ARCHITECT
C-34970
REN. 08/30/25
STATE OF CALIFORNIA

33980 MISSION TRAIL
WILDOMAR, CA 92595

CUP Number
Plan Check Number

TITLE SHEET

SHEET
T1.0




## KEYNOTES

1. EXISTING ACCESSIBLE PARKING
2. EXISTING ACCESSIBLE LOADING AREA
3. EXISTING CURB RAMP
4. PROPERTY LINE
5. EXISTING TRASH ENCLOSURE
6. EXISTING PARKING LIGHT
7. EXISTING LANDSCAPING
8. EXISTING MAILBOX CABINET
9. EXISTING GAS STATION CANOPY STRUCTURE
10. EXISTING GAS STATION MANHOLE
11. EXISTING TRANSFORMER BOX
12. EXISTING FIRE HYDRANT
13. EXISTING SIDEWALK
14. EXISTING CMU SITE WALL
15. EXISTING ACCESSIBLE PARKING SIGNAGE
16. EXISTING PARKING
17. EXISTING POWER POLE
18. EXISTING TENANT SIGNAGE
19. EXISTING GAS STATION SIGNAGE
20. EXISTING TRAFFIC SIGNAL CABINET
21. EXISTING SWITCHBOARD CABINET
22. EXISTING AWNING STRUCTURE ABOVE
23. EXISTING ROOF ACCESS LADDER
24. EXISTING ACCESS GATE
25. EXISTING BUS STOP SIGN
26. EXISTING BUS STOP BENCH
27. EXISTING STREET TRAFFIC LIGHTS

**SITE PLAN** 1" = 25'-0" (1)


535 DESIGN + ARCHITECTURE
HESTIA ATELIER
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WILDOMAR, CA 92595

SITE PLAN

CUP Number
Plan Check Number

SHEET
A1.0




100-FOOT RADIUS MAP 1"-40'-0" (1)

## SEPARATION REQUIREMENTS

SECTION 17.315.070 REQUIRES THE FOLLOWING SEPARATION:

MIN. 100 FEET: TO ANY RESIDENTIAL USE AS DEFINED IN CHAPTER 17.315.070 OF THE WMC


536
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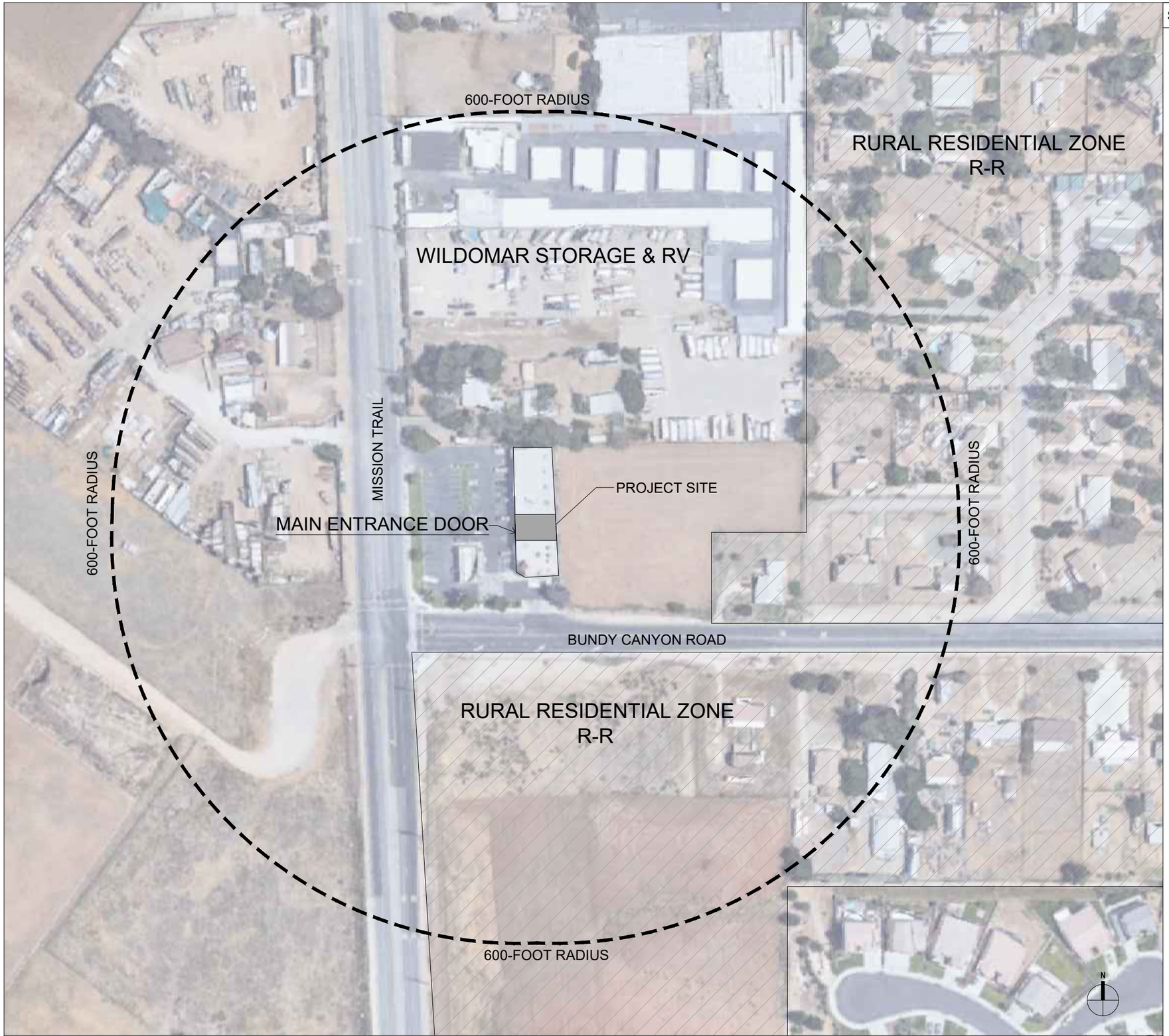
STATE OF CALIFORNIA

33980 MISSION TRAIL
WILDOMAR, CA 92595

100-FOOT RADIUS MAP

CUP Number
Plan Check Number

SHEET
A1.1




600-FOOT RADIUS MAP 1"-150'-0" 1

## SEPARATION REQUIREMENTS

SECTION 17.315.070 REQUIRES THE FOLLOWING SEPARATION:

MIN. 600 FEET: TO ANY PUBLIC/PRIVATE SCHOOL, COMMERCIAL DAY CARE CENTER, PARKS AND/OR YOUTH CENTERS AS DEFINED IN CHAPTER 17.315.070 OF THE WMC

537
DESIGN | ARCHITECTURE
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REN. 09/30/25
STATE OF CALIFORNIA

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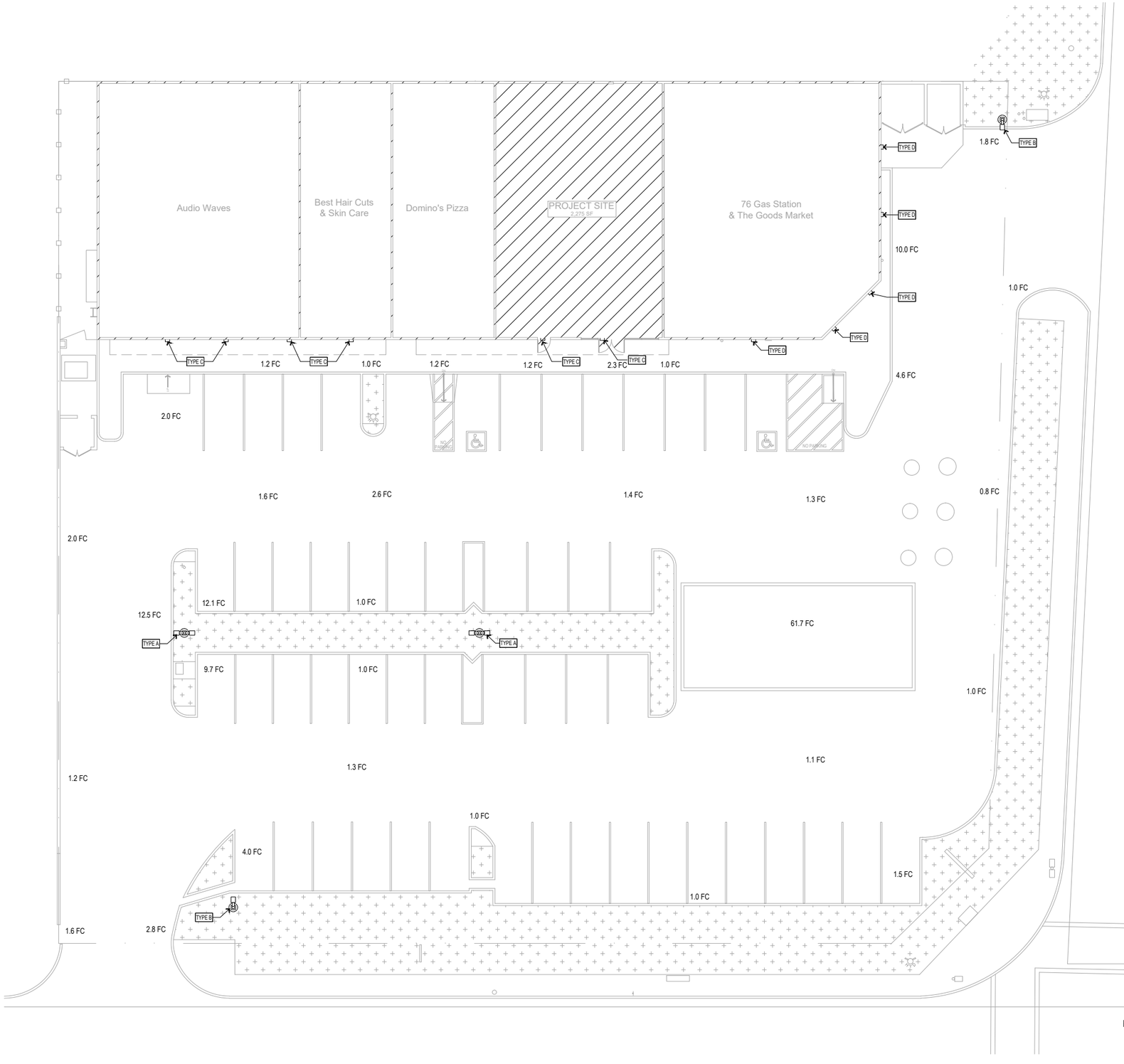
WILDOMAR, CA 92595

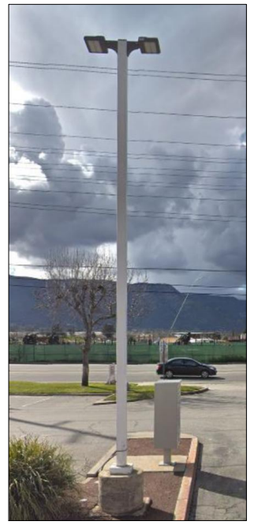
600-FOOT RADIUS MAP

CUP Number
Plan Check Number

SHEET
A1.2




## EXISTING LIGHTING TYPE LEGEND



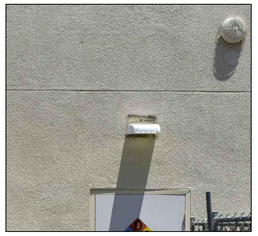
LIGHTING TYPE A



LIGHTING TYPE B

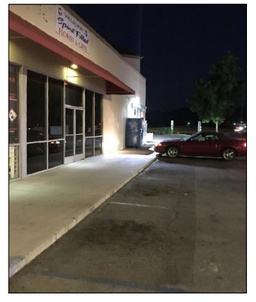


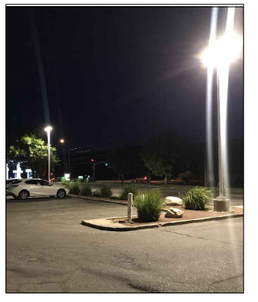
LIGHTING TYPE C

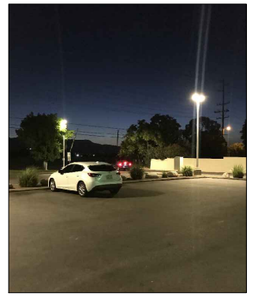


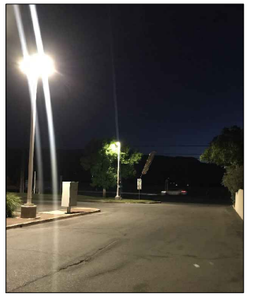
LIGHTING TYPE D

## NIGHT PHOTOS









## PHOTOMETRIC PLAN

1"-25'-0"

1

538
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LICENSED ARCHITECT
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STATE OF CALIFORNIA

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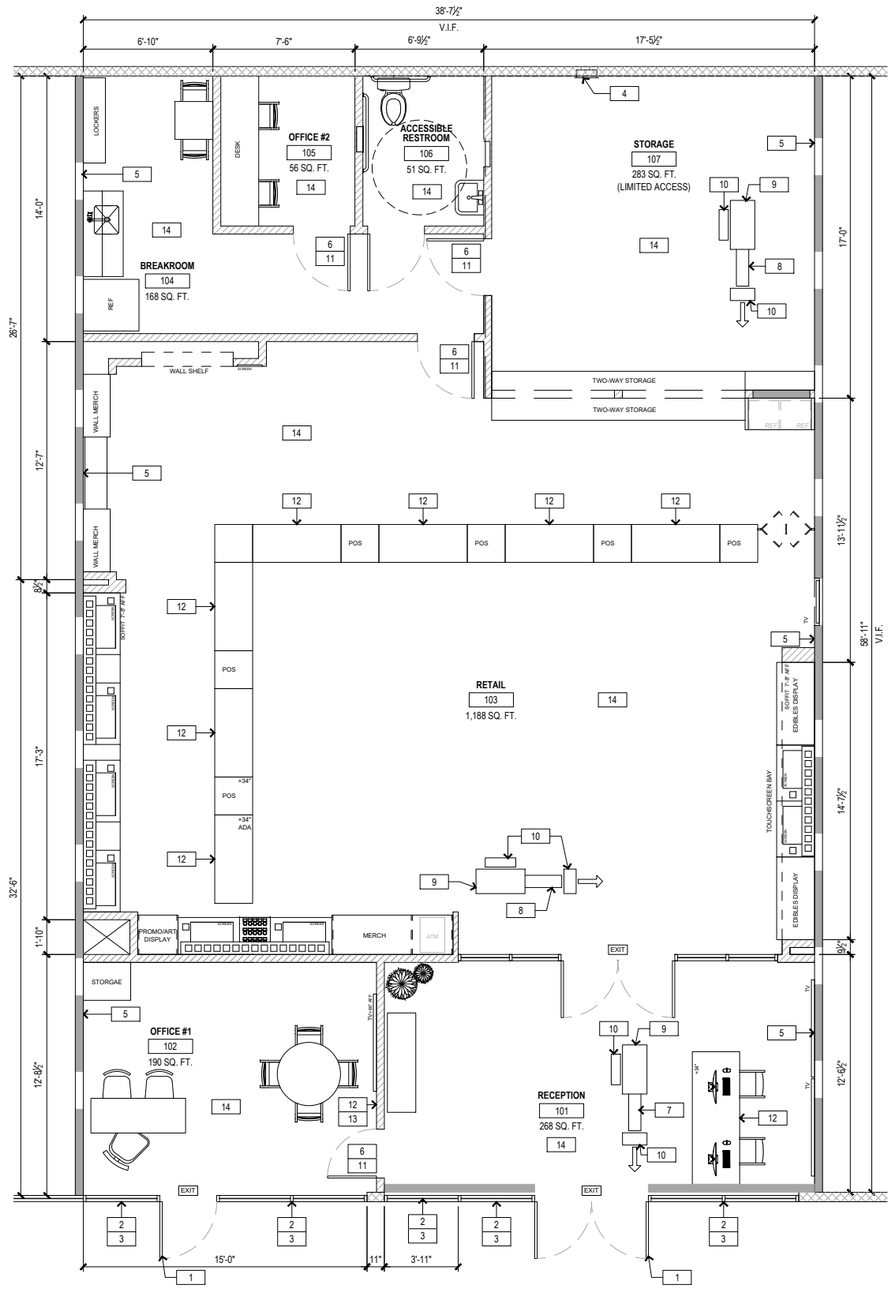
WILDOMAR, CA 92595

PHOTOMETRIC PLAN

CUP Number
Plan Check Number

SHEET
A1.3




## KEYNOTES

| | |
|---|---|
| 1 | EXISTING STOREFRONT DOOR TO REMAIN |
| 2 | EXISTING STOREFRONT MULLIONS AND GLAZING TO REMAIN |
| 3 | ALARM CONTACTS |
| 4 | EXISTING ELECTRICAL PANEL TO REMAIN |
| 5 | EXISTING DEMISING WALL TO REMAIN |
| 6 | MAGNETIC LOCK |
| 7 | CAN-FAN Q MAX 6: 400 CFM MAX SET TO 271 CFM (SPEED 3) |
| 8 | CAN-FAN Q MAX 6: 400 CFM MAX SET TO 400 CFM (SPEED 1) |
| 9 | CAN-FAN LITE FILTER MINI 6" X 16" 420 CFM |
| 10 | OPEN GRILL (TITUS 50F OR EQUAL) |
| 11 | FOB LOCK |
| 12 | HOLD UP DEVICE (PANIC BUTTON) |
| 13 | ALARM CONTROL PANEL |
| 14 | EMERGENCY LIGHTING |

## ODOR CONTROL CALCULATOR

| Air Changes Customer Sales Floor | | | | | |
|---|---|---|---|---|---|
| Room Area | 1188 | FT2 | | | |
| Height | 12 | FT | CFM Proposed | 400 | CFM |
| Room Volume | 14256 | FT3 | Complete Room Change Over Every: | 35.6 | Minutes |

| Air Changes Reception | | | | | |
|---|---|---|---|---|---|
| Room Area | 268 | FT2 | | | |
| Height | 9.4 | FT | CFM Proposed | 271 | CFM |
| Room Volume | 2519.2 | FT3 | Complete Room Change Over Every: | 9.3 | Minutes |

| Air Changes Storage | | | | | |
|---|---|---|---|---|---|
| Room Area | 283 | FT2 | | | |
| Height | 9.4 | FT | CFM Proposed | 400 | CFM |
| Room Volume | 2660.2 | FT3 | Complete Room Change Over Every: | 6.7 | Minutes |

## LEGEND

- EXISTING EXTERIOR WALL
- EXISTING NON-BEARING WALL
- EXISTING DEMISING WALL
- NEW NON-BEARING WALL

N

**PROPOSED FLOOR PLAN** 1/8" = 1'-0" (1)


539
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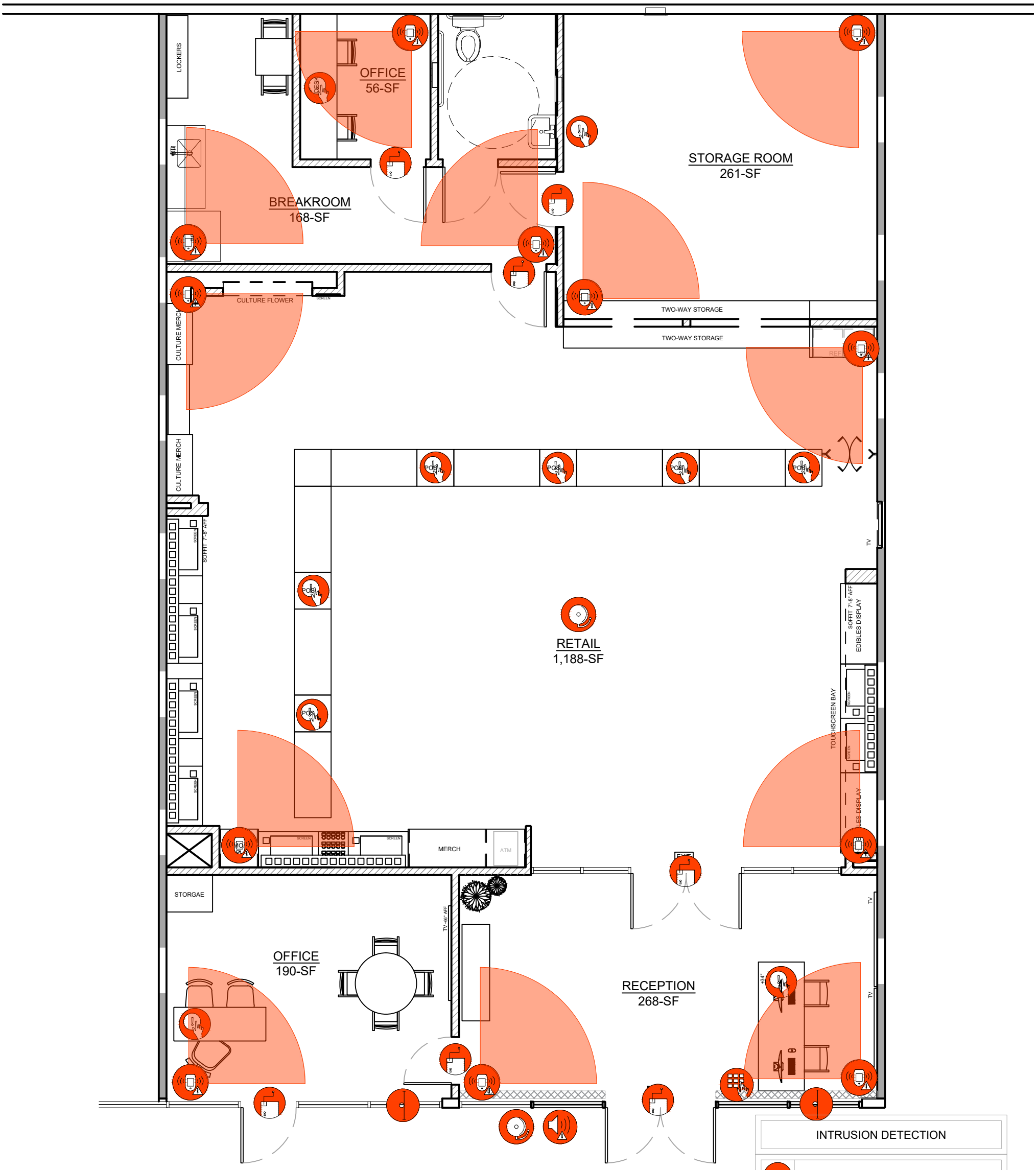
PROPOSED FLOOR PLAN

CUP Number
Plan Check Number

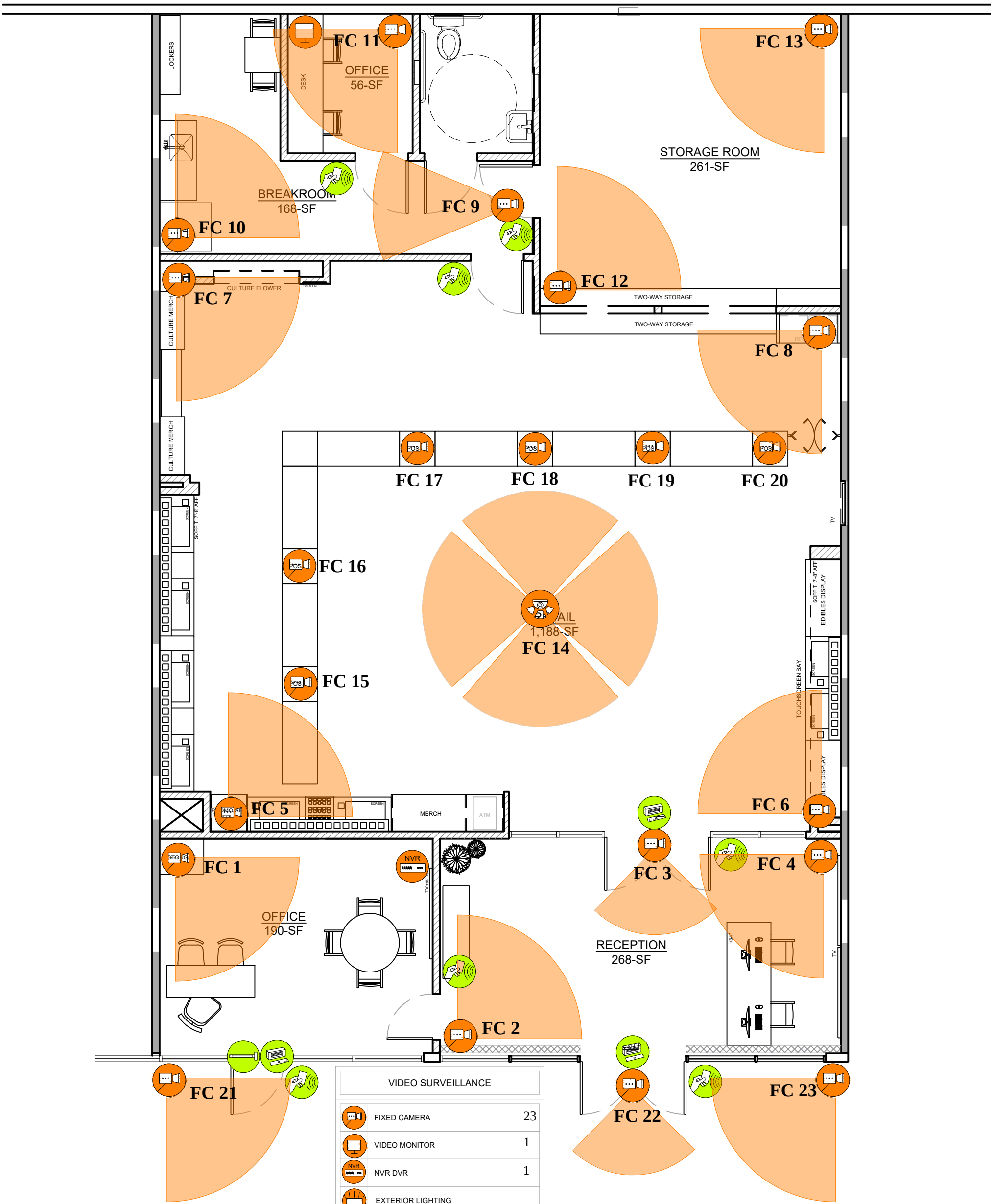
SHEET
A2.0

# SECURITY ALARM PLAN



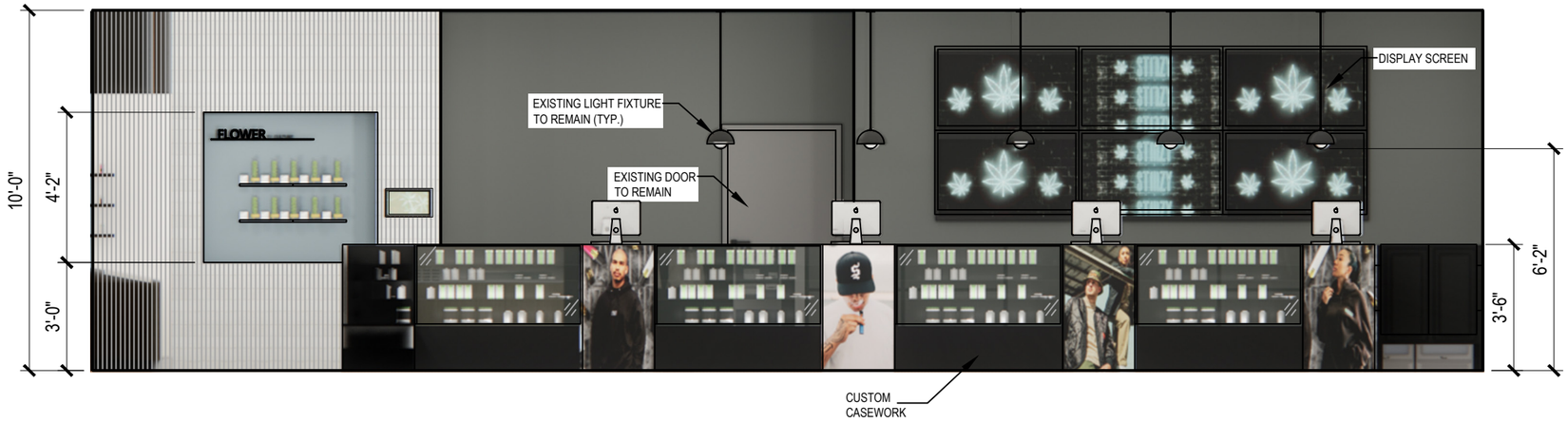

| INTRUSION DETECTION | |
|---|---|
| MOTION DETECTOR | 12 |
| GLASS BREAK DETECTOR | 2 |
| ALARM KEYPAD | 1 |
| AUDIBLE ALARM | 2 |
| PANIC BUTTON | 10 |
| DOOR CONTACT | 7 |
| 2-WAY SPEAKER MEGAPHONE | 1 |

# SECURITY CAMERA PLAN



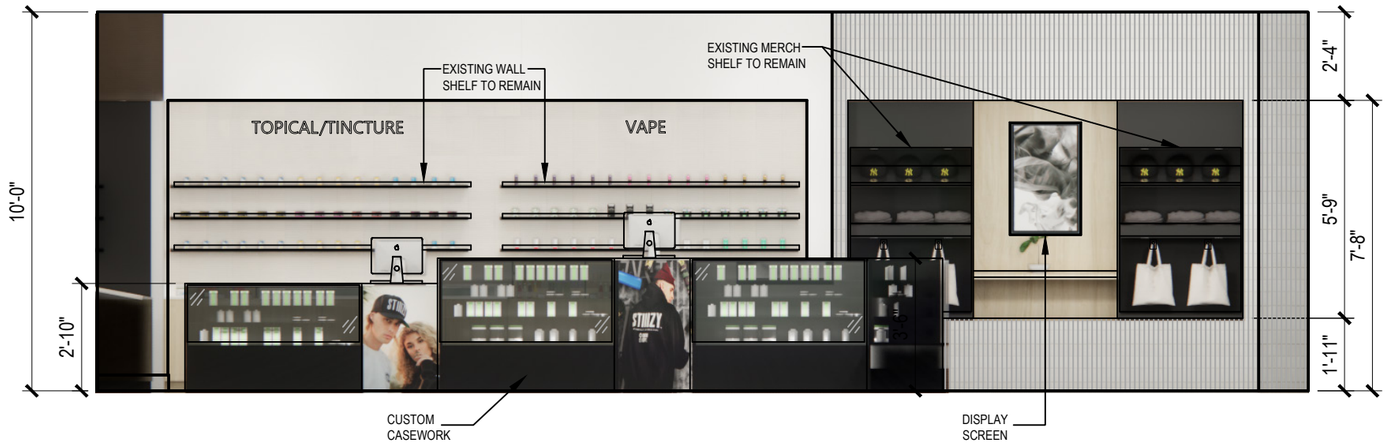

| VIDEO SURVEILLANCE | |
|---|---|
| FIXED CAMERA | 23 |
| VIDEO MONITOR | 1 |
| NVR DVR | 1 |
| EXTERIOR LIGHTING | |

| ACCESS CONTROLS LEGEND | |
|---|---|
| CARD READER | 7 |
| MAGNETIC LOCK | 3 |
| CRASH BAR | 1 |




## EAST RETAIL ELEVATION

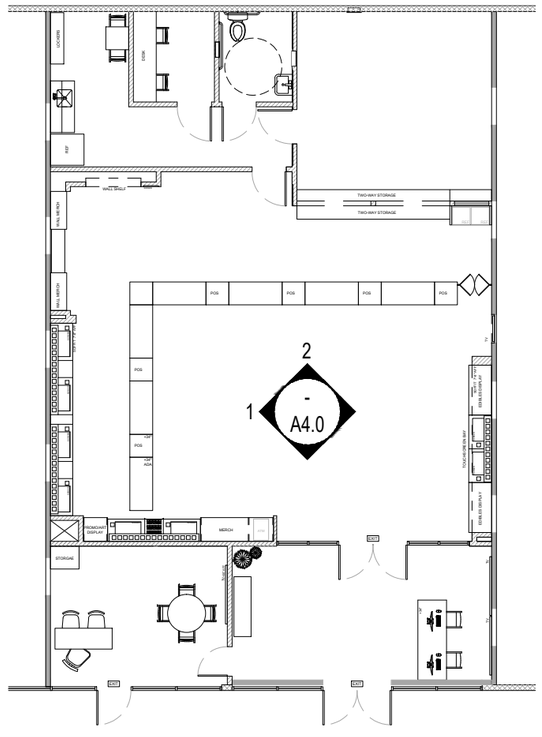
1/4"= 1'-0"




## NORTH RETAIL ELEVATION

1/4"= 1'-0"

2 KEYPLAN





542
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3 PETERS CANYON RD SUITE 110
IRVINE, CA. 92606


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C-34970
REN. 09/30/25
STATE OF CALIFORNIA

33980 MISSION TRAIL
WILDOMAR, CA 92595

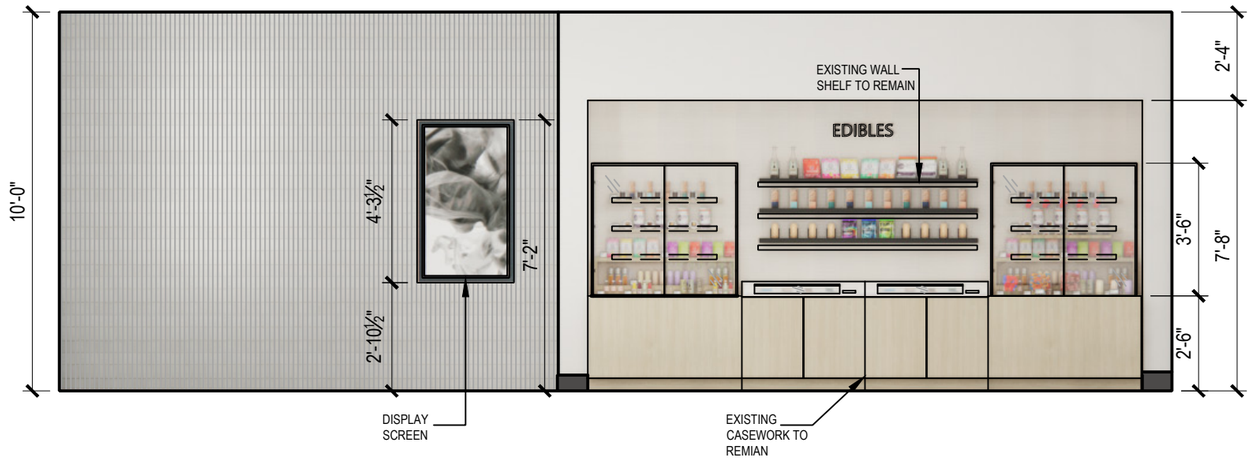
INTERIOR ELEVATIONS

CUP Number
Plan Check Number

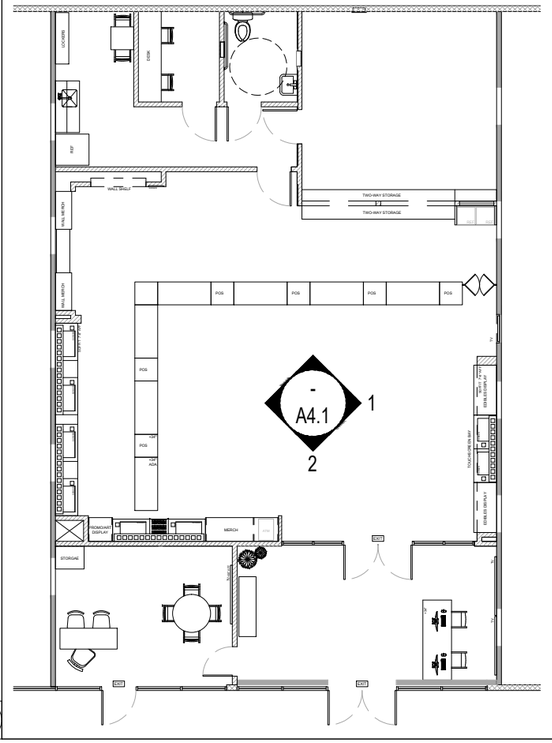
SHEET
A4.0




**WEST RETAIL ELEVATION** 1/4"= 1'-0"




**SOUTH RETAIL ELEVATION** 1/4"= 1'-0"




2 KEYPLAN

543
HESTIA ATELIER
3 PETERS CANYON RD SUITE 110
IRVINE, CA. 92606

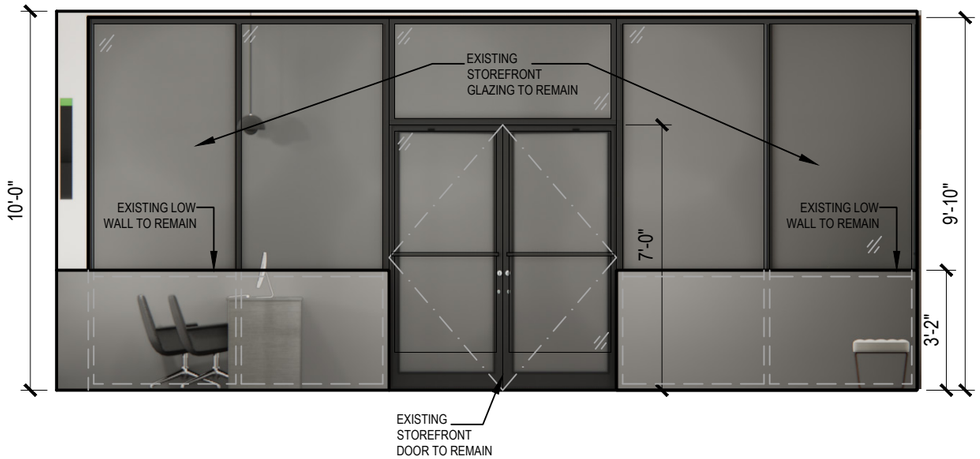
LICENSED ARCHITECT
C-34970
REN. 09/30/25
STATE OF CALIFORNIA

33980 MISSION TRAIL
WILDOMAR, CA 92595

INTERIOR ELEVATIONS

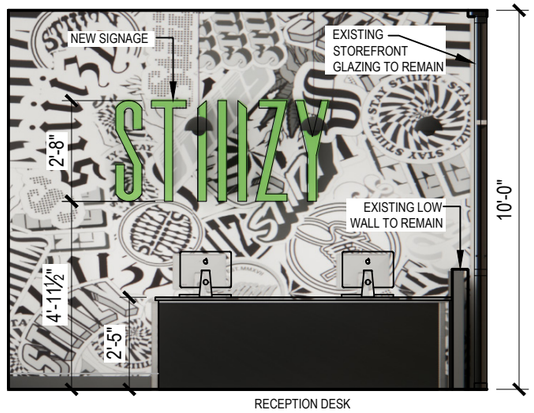
CUP Number
Plan Check Number

SHEET
A4.1




## WEST RECEPTION ELEVATION

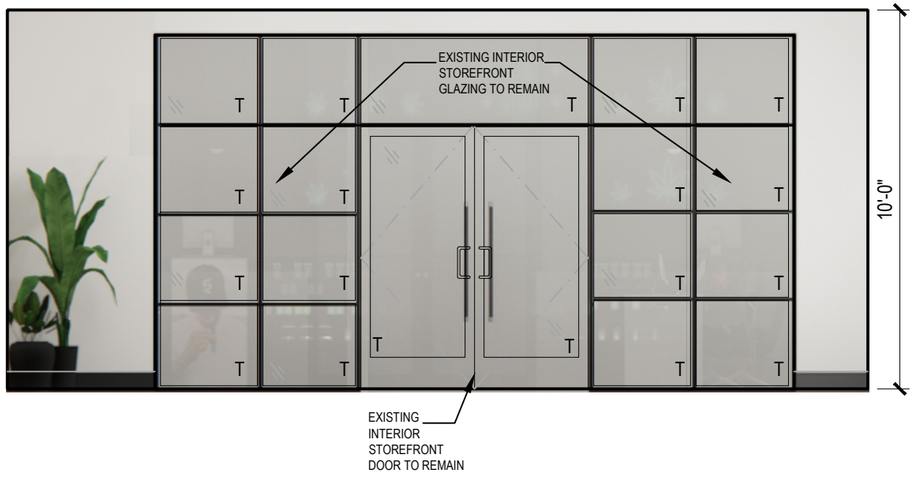
1/4"= 1'-0" (4)




RECEPTION DESK

## SOUTH RECEPTION ELEVATION

1/4"= 1'-0" (3)




## EAST RECEPTION ELEVATION

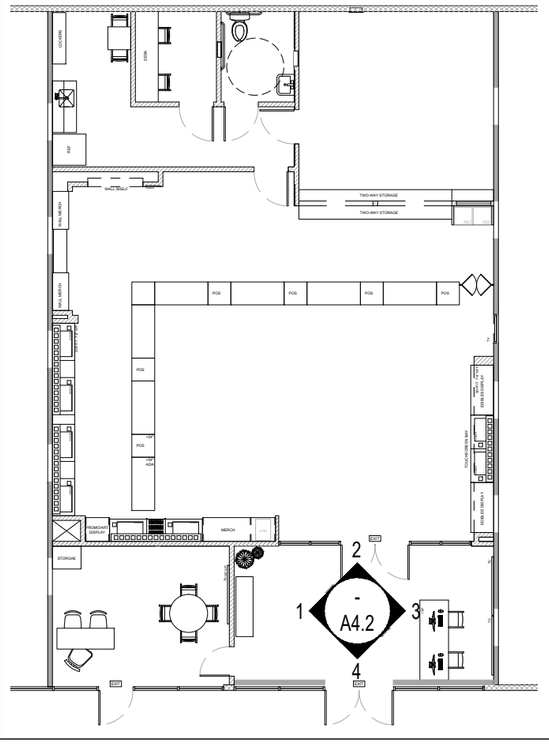
1/4"= 1'-0" (2)




## NORTH RECEPTION ELEVATION

1/4"= 1'-0" (1)

KEYPLAN

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SHEET
A4.2

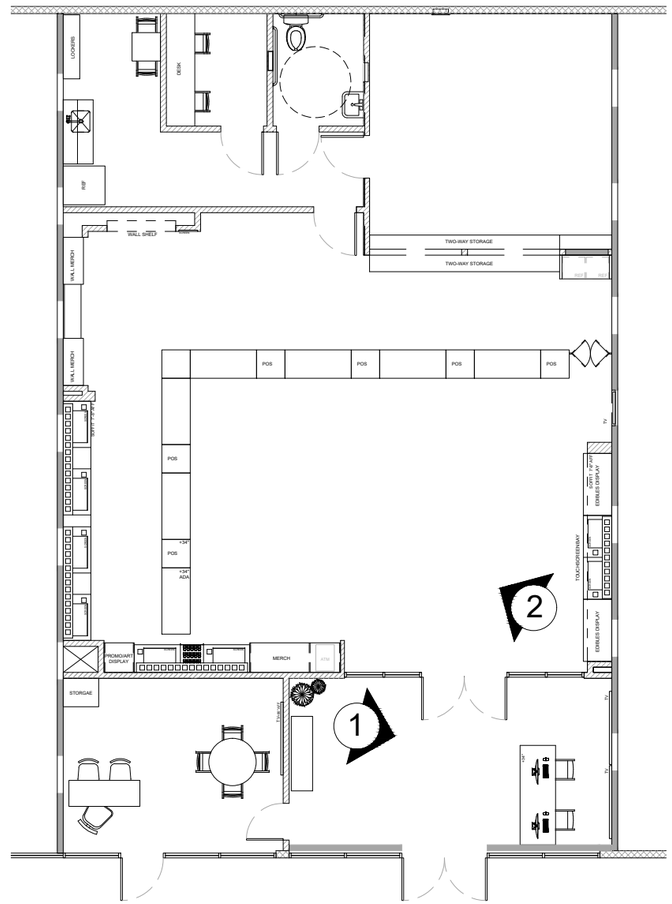



INTERIOR RENDERING N.T.S. 2




INTERIOR RENDERING N.T.S. 1

KEY PLAN

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33980 MISSION TRAIL
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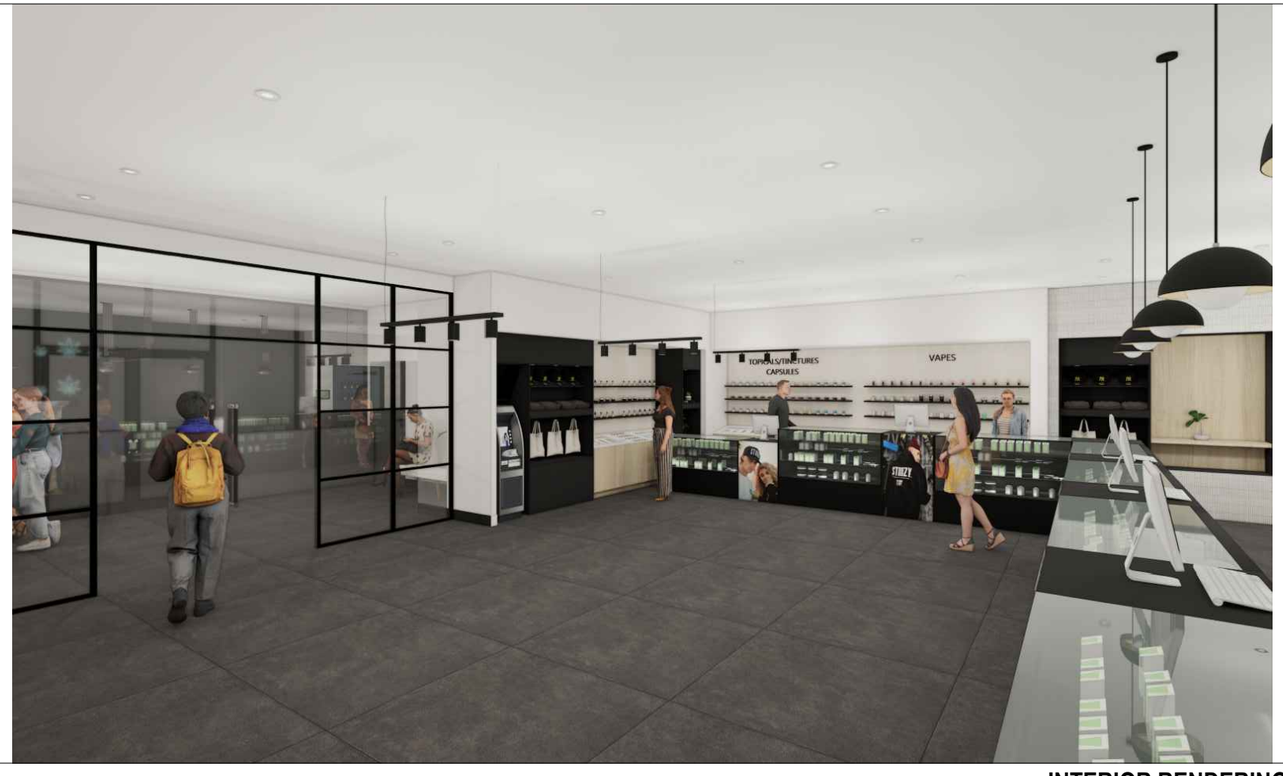
INTERIOR RENDERINGS

CUP Number
Plan Check Number

SHEET
A5.0

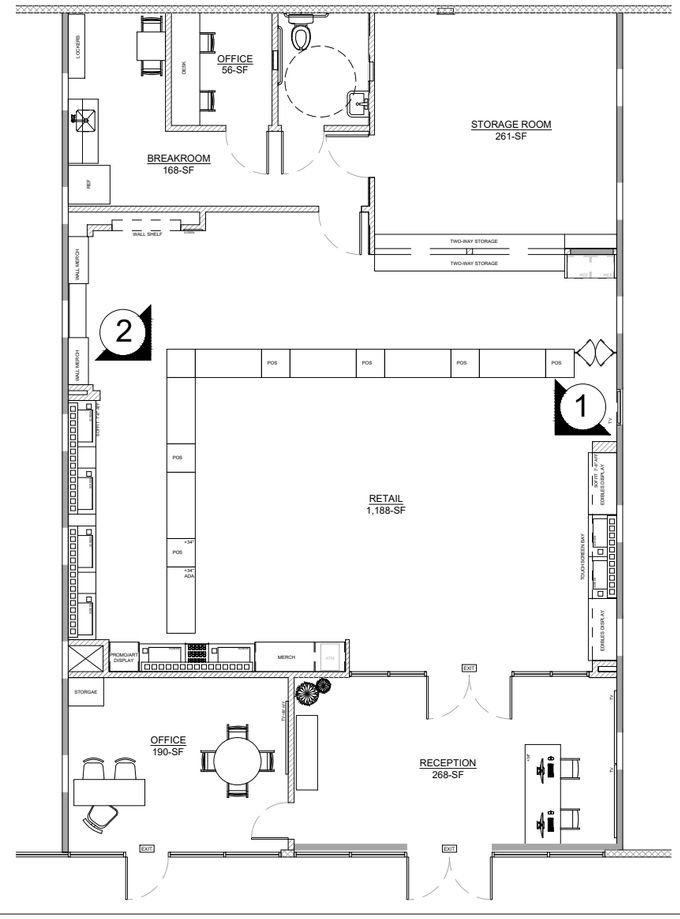



INTERIOR RENDERING | N.T.S. | 2




INTERIOR RENDERING | N.T.S. | 1

KEY PLAN

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C-34970
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WILDOMAR, CA 92595

INTERIOR RENDERINGS

CUP Number
Plan Check Number

SHEET
A5.1

# “Stiiizy II
# Retail Cannabis Proposal
# Development Agreement 24-0115

**Planning Commission Meeting**

**March 19, 2025**

**Agenda Item 2.1**




# Project Location

**Located at the NEC of Mission Trail and Bundy Canyon Rd.**

**Multi-tenant Retail Center that is 1.1 acres in size.**

**Lease space is 2,275 square feet in size in a 10,078 sq. ft. building.**

# 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 Development Agreement (DA) No. 24-0115 setting up DA fees/revenues for the City's general fund.**

# Local License 24-0115:

- 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 (Attach D) 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.

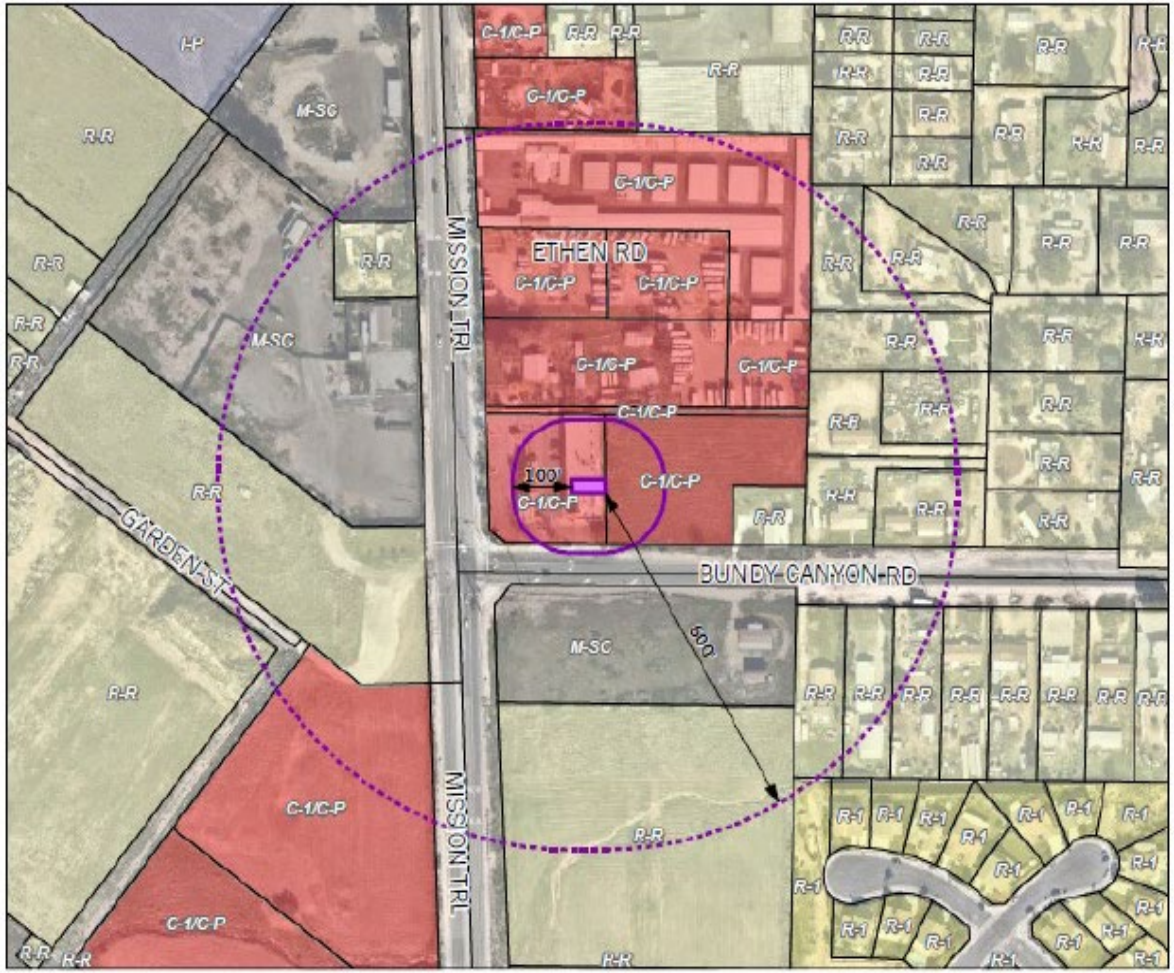
# Local License 24-0115:

- The Applicant submitted the Local License Cannabis proposal package on Jan. 21, 2025.
- City Staff, RSO, and RCFD reviewed the Local License proposal package.
- Each required section noted on the previous slide was reviewed thoroughly by each department.
- After a final review, the City determined 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 Feb. 20, 2025, in accordance with Sec. 5.76 of the WMC.
- The Local License is good for 2 years (2/20/27) and is renewed every 2 years.

# Development Agreement Provisions:

- The proposed development agreement will be for a 20-year period.
- Establishes an annual fee (separate from the sales tax revenue) to be paid by the Applicant for operating a cannabis business.
- The DA is comprised of 3 "deal points" as follows (Sec. 3.2):
  - $20.00 per gross sq. ft. of lease space (2,275 sq. ft.) - will generate $45,500 annually ($910,000 over the life of the 20-year agreement).
  - 3% of gross receipts will be paid to the City (Years 1 – 5) – generating about $240,000 annually ($1,200,000 total during these 5 years) based on estimated sales of about 8 million dollars.
  - Between the 6th and 20th DA years, the Applicant will pay at least 5% of gross receipts.....this fee could generate approximately $540,000 annually ($8,100,000 total during these 15 years).
  - Sales tax and Measure AA tax (2% total) will generate about $160,000 – $216,000 annually based on gross revenue.
  - Total revenues to General Fund (years 1 -5) is about $200,760 annually....

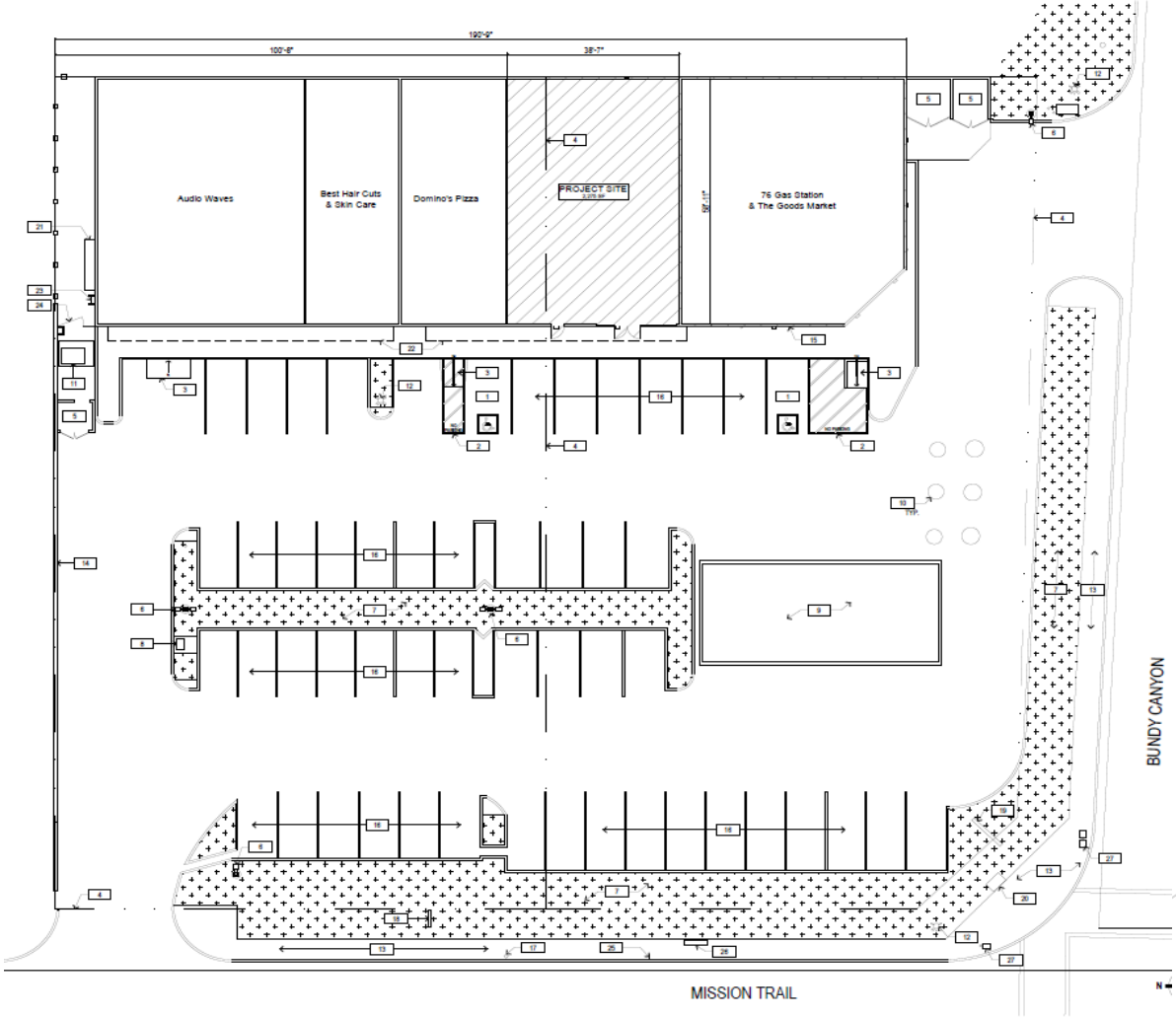
## Staff 100’ and 600’ Buffer Area Exhibit (w/zoning of adjacent areas)




* 100’ from residential uses measure to property line.

* 600’ from schools, parks, day care centers or youth centers.

* Location meets these standards.


Audio Waves
Best Hair Cuts & Skin Care
Domino's Pizza
PROJECT SITE
76 Gas Station & The Goods Market
BUNDY CANYON
MISSION TRAIL

SITE PLAN






INTERIOR RENDERING

N.T.S.






INTERIOR RENDERING

# 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) **Recommend Council adoption of a Categorical Exemption in accordance with Section 15301 of CEQA; and**

2) **Adopt PC Resolution No. 2025-03 recommending City Council approval of Development Agreement No. 24-0035.**

**CITY OF WILDOMAR**
**PC - SPECIAL MEETING**
**GENERAL BUSINESS**
**Agenda Staff Report # 3.1**
**Meeting Date: March 19, 2025**

**SUBJECT:** Wildomar Crossings Retail Project - EOT #3 (Plot Plan No. 16-0134):

**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 #3 for Plot Plan No. 16-0134 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. 2025-04**

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 MAY 9, 2026 FOR PLOT PLAN NO. 16-0134 (WILDOMAR CROSSINGS RETAIL CENTER) LOCATED ON THE NORTHWEST CORNER OF STABLE LANES & CLINTON KEITH ROAD (APN: 380-120-003 & 380-120-004), AND A DETERMINATION THAT ADDITIONAL ENVIRONMENTAL REVIEW IS NOT REQUIRED PER CEQA GUIDELINES SECTION 15162.

**PROJECT DESCRIPTION:**
The Planning Commission reviewed Plot Plan No. 16-0134 on April 18, 2018 and recommended City Council approval of the proposed retail project. The City Council subsequently reviewed and approved the project at its May 9, 2018 meeting. The Council's approval consisted of the following actions:

1) Mitigated Negative Declaration (MND) - The City Council adopted Resolution No. 2018-22 adopting a Mitigated Negative Declaration (SCH #2018011054) and Mitigation Monitoring and Reporting Program in accordance with Section 15070 of the California Environmental Quality Act (CEQA) Guidelines. As an information item, the Planning Department filed the Notice of Determination (NOD) on May 10, 2018.

2) Change of Zone (CZ) - The City Council adopted Ordinance No. 151 approving a change of zone from R-R (Rural Residential) to C-1/C-P (General Commercial) for the entire project site.

3 ) Tentative Parcel Map No. 37311 - The City Council adopted Resolution No. 2018-23

approving Tentative Parcel Map No. 37311 (subject to conditions) to subdivide the 3.4+ acre site into five (5) parcels (including 1 open space lot) to accommodate the proposed retail project.

4) Plot Plan (PP) - The City Council adopted Resolution No. 2018-24 approving Plot Plan No. 16-0134 (subject to conditions as amended by Council) to develop the Wildomar Crossing Retail Center consisting of a 26,204 square-foot retail center with related on-site/off-site improvements and landscape amenities.

In accordance with the adopted Conditions of Approval, the Applicant was required to begin construction on the proposed project before May 9, 2020 or the plot plan would expire. The Applicant was unable to begin construction by this deadline so they requested, and the Planning Commission approved, a 3-year extension of time (#1 of 3) to May 9, 2023. Subsequently, the Applicant was unable to begin construction on the proposed project before the May 9, 2023 deadline so they requested, and the Planning Commission approved, a 2-year extension of time (#2 of 3) to May 9, 2025.

Currently, the Applicant is unable to begin construction on the proposed project before the current May 9, 2025 deadline, so the Applicant is requesting a final, 1-year extension of time (#3 of 3) that will give them, if approved by the Commission, until May 9, 2026 to begin construction of the approved retail project. The Applicant has cited a number of reasons they need this final time extension (refer to Attachment E, Justification Letter). The Applicant's request for the 3rd extension of time was submitted on February 13, 2025 in advance of the May 9, 2025 expiration date in accordance with Section 17.216.070.B of the WMC.

*Project Location & Surrounding Land Uses:*
The project site is currently vacant and encompasses approximately 3.4+ acres. It is located at the NWC of Clinton Keith Road and Stable Lanes Road adjacent to the North Ranch single family residential community immediately north & northwest of the site. There remains vacant land to the west and east. The Renaissance Plaza retail center is located southerly of the project site (across Clinton Keith Road). For further project details regarding he site plan, parcel map and architectural elevations and exhibits of the location map and surrounding land use tables, refer to Attachment D (original Council staff report).

**PROJECT ANALYSIS:**
*Plot Plan No. 16-0134 / Extension of Time #3 Discussion:*

The approval or denial of the extension of time for Plot Plan No. 16-0134 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 approved project remains in compliance with the General Plan and Zoning standards and requirements; thus, 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 Applicant filed the EOT #3 application and paid the required

fee on February 13, 2025 in advance of the May 9, 2025 deadline. This request represents the final time extension for Plot Plan No. 16-0134. If grading and building permits have not been issued and construction begun on the retail project, it will become null and void and expire, and the project would have to go through a new plot plan entitlement process.

*EOT #3 Findings for Plot Plan No. 16-0134:*

Pursuant to Chapter 17.216.070.C of the Zoning Ordinance, and in light of the record before it, including the staff report dated March 19, 2025 and all evidence and testimony heard at the public meeting for the extension of time for Plot Plan No. 16-0134, the Planning Department recommends the Planning Commission hereby make the following findings approving a final, 1-year extension of time for Plot Plan No. 16-0134:

Finding 1: The approved plot plan permit remains consistent with the adopted General Plan.

Evidence: The proposed EOT #3 for Plot Plan No. 16-0134 approved by the City Council remains consistent with the General Plan land use designation of Commercial Retail (CR) and new zoning designation of C-G (Commercial General) in that the approved 26,204 square-foot retail project remains a permitted use in these land use and zoning designations which allow for, and encourage development of a neighborhood commercial retail center. In evaluating the approved retail and commercial center, the design of the plot plan and approved uses remain consistent with the development standards of the new Wildomar Development Code. With its close proximity to residential neighborhoods in the area, the Wildomar Crossings Retail project will continue to provide commercial and retail services to meet the needs of city residents and provide jobs and sales tax revenue. Given that the C-G zone is highly consistent with the CR land use designation, the approved project remains consistent with the General Plan as required by this finding. In addition, the proposed use remains consistent with the following General Plan policies:

- LU 4.1 The approved commercial and retail 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 commercial and retail project has been developed in accordance with the proposed General Plan land use designation of CR which ensures land use consistency.
- LU 22.1 The commercial and retail project will accommodate the development of commercial and retail uses on a site that is appropriately designated by the General Plan for these type of uses.
- LU 22.10 The approved commercial and retail project is designed to consider the surrounding areas to visually enhance the appearance and character of the area.
- LU 23.1 The approved commercial and retail project is properly located and designated for commercial development in accordance with the General Plan land use category of CR.
- LU 23.8 The commercial and retail project is located in a commercially designated area that will provide neighborhood services, jobs and sales tax revenues for the City in accordance with the General Plan.

Given these facts, the proposed request for a final, 1-year extension of time to May 9, 2026 for Plot Plan No. 16-0134 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 the new C-G zone district as neighborhood commercial retail centers remains an allowed use. The plot plan was evaluated to determine compliance with the original development standards of the C-1/C-P zone. In review of the approved plot plan as it relates to the new C-G zone standards, the project remains consistent in terms of setbacks, building height, lot area and lot coverage, etc. Further, the plot plan remains consistent with the parking and landscape standards required in the new Wildomar Development Code (Chapter 17.055 and 17.160, respectively. Since the Applicant has not proposed and changes to the site plan or architecture, the project does not require a revised plot plan permit. Therefore, the proposed request for a final, 1-year extension of time to May 9, 2026 for Plot Plan No. 16-0134 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. 16-0134 for the development of a 26,204 square-foot commercial and retail project 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. 16-0134 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 final, 1-year extension of time to May 9, 2026 for Plot Plan No. 16-0134 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 February 13, 2025 in advance of the May 9, 2025 expiration date. Given these facts, the proposed request for a final, 1-year extension of time to May 9, 2026 for Plot Plan No. 16-0134 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 May 9, 2018 as part of its approval of Plan No. 16-0134. A Notice of Determination (NOD) was filed with the

Riverside County Clerk on May 10, 2018 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)).

Guideline15162(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. 16-0134 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 2-year extension of time request being considered for Plot Plan No. 16-0134 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 Chapter 17.125.070 of the Wildomar Municipal Code, the Planning Department on March 4, 2025 mailed a public notice to all adjacent property owners within a 600-foot radius of the project site notifying them of the March 19, 2025 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.

**ATTACHMENTS:**
Attach A - PC Resolution No 2025-04-COAs-final.pdf
Attach B - Adopted MND-MMRP Doc [5-9-18].pdf
Attach C - Approved Dev Plans [5-9-18].pdf
Attach D - Original CC Report [5-9-18].pdf
Attach E - Applicant Justification LTR (need new ltr).pdf
Attach F - EOT#3 Power Point [3-19-25].pdf

# ATTACHMENT A

## PC RESOLUTION NO. 2025-04

## (EOT #3 FOR PLOT PLAN 16-0134)

**PC RESOLUTION NO. 2025-04**

**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 MAY 9, 2026 FOR PLOT PLAN NO. 16-0134 (WILDOMAR CROSSINGS RETAIL CENTER) LOCATED ON THE NORTHWEST CORNER OF STABLE LANES & CLINTON KEITH ROAD (APN: 380-120-003 & 380-120-004), AND A DETERMINATION THAT ADDITIONAL ENVIRONMENTAL REVIEW IS NOT REQUIRED PER CEQA GUIDELINES SECTION 15162**

**WHEREAS**, an application for an Extension of Time #3 for Plot Plan No. 16-0134 (PLN 24-0029) was filed by:

| | |
|---|---|
| Applicant: | Mann Property Company |
| Authorized Agent: | Rob Mann, Owner |
| Project Location: | NWC of Stable Lanes & Clinton Keith Road |
| APN Number: | APN: 380-120-003 & 380-120-004 |

**WHEREAS**, the Applicant has submitted a formal application request and paid the required planning/processing fees on February 13, 2025, requesting a final, 1-year extension of time (#3 of 3) for Plot Plan No. 16-0134; thereby, meeting the requirements outlined in Section 17.125.020.A of the Wildomar Municipal Code; and

**WHEREAS,** the Planning Commission at a duly noticed public hearing on April 18, 2018 reviewed Plot Plan No. 16-0134 to develop the Wildomar Crossings retail project consisting of consisting of a 26,204 square-foot retail center with related on-site/off-site improvements and landscape amenities, and recommend City Council approval of the Plot Plan, Mitigated Negative Declaration (MND), including adoption of a Mitigation Monitoring and Reporting Program (MMRP), subject to conditions; and

**WHEREAS,** the City Council at a duly noticed public hearing on May 9, 2018 adopted a Mitigated Negative Declaration (MND), including adoption of a Mitigation Monitoring and Reporting Program (MMRP); and

**WHEREAS,** the City Council at a duly noticed public hearing on May 9, 2018 approved Plot Plan No. 16-0134 to develop the Wildomar Crossings retail project consisting of consisting of a 26,204 square-foot retail center with related on-site/off-site improvements and landscape amenities, subject to conditions; and

**WHEREAS**, the Planning Commission conducted the duly noticed public meeting on June 3, 2020, and approved a 3year extension of time (#1 of 3) to May 9, 2023 for Plot Plan No. 16-0134, at which time interested persons had an opportunity to testify in support of, or opposition to, the proposed extension of time.

**WHEREAS**, the Planning Commission conducted the duly noticed public meeting on June 7, 2023, and approved a 2-year extension of time (#2 of 3) to May 9, 2025 for Plot Plan No. 16-0134, at which time interested persons had an opportunity to testify in support of, or opposition to, the proposed extension of time.

**WHEREAS**, in accordance with Section 17.125.070.B.2 of the Wildomar Municipal Code, the Planning Department on March 4, 2025 mailed a public notice to all adjacent property owners within a 600-foot radius of the project site notifying adjacent property owners of the March 19, 2025 Planning Commission meeting where the Commission would review the Extension of Time #3 for Plot Plan No. 16-0134; and

**WHEREAS**, in accordance with Section 17.125.080 of the Wildomar Municipal Code, the City of Wildomar Planning Commission conducted the duly noticed public meeting on March 19, 2025, at which time interested persons had an opportunity to testify in support of, or opposition to, the proposed 1-year extension of time for Plot Plan No. 16-0134, and at which time the Planning Commission received public testimony concerning the proposed 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 certified by the City Council upon recommendation from the Planning Commission. On May 9, 2018, the City Council approved Plot Plan No. 16-0134. A Notice of Determination (NOD) was filed with the Riverside County Clerk on May 10, 2018 within the prescribed time frame in accordance with CEQA. As part of the environmental assessment for Plot Plan No. 16-0134, the Council identified areas with potentially significant impacts. Of the impact categories identified, the conclusion in the IS/MND was that all potential impacts would be fully mitigated via implementation of the adopted mitigation measures and conditions of approval.

CEQA Guideline 15162 provides that once a mitigated negative declaration is certified 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)). Guideline15162(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. 16-0134 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 1-year extension of time request being considered for Plot Plan No. 16-0134 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. FINDINGS OF FACT FOR EOT #3 (PLOT PLAN NO. 16-0134)**

Pursuant to Section 17.125.120 of the Wildomar Municipal Code, and in light of the record before it, including the staff report dated March 19, 2025 and all evidence and testimony heard at the public meeting for the Extension of Time #3 for Plot Plan No. 16-0134, the Planning Commission hereby makes the following findings approving a final, 1-year Extension of Time (#3 of 3) to May 9, 2026 for Plot Plan No. 16-0134:

*Finding 1:* The approved plot plan permit remains consistent with the adopted General Plan.

*Evidence:* The proposed EOT #3 for Plot Plan No. 16-0134 approved by the City Council remains consistent with the General Plan land use designation of Commercial Retail (CR) and new zoning designation of CG (Commercial General) in that the approved 26,204 square-foot retail project remains a permitted use in these land use and zoning designations which allow for, and encourage development of a neighborhood commercial retail center. In evaluating the approved retail and commercial center, the design of the plot plan and approved uses remain consistent with the development standards of the new Wildomar Development Code. With its close proximity to residential neighborhoods in the area, the Wildomar Crossings Retail project will continue to provide commercial

and retail services to meet the needs of city residents and provide jobs and sales tax revenue. Given that the CG zone is highly consistent with the CR land use designation, the approved project remains consistent with the General Plan as required by this finding.

In addition, the proposed use remains consistent with the following General Plan policies:

LU 4.1 The approved commercial and retail 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 commercial and retail project has been developed in accordance with the proposed General Plan land use designation of CR which ensures land use consistency.

LU 22.1 The commercial and retail project will accommodate the development of commercial and retail uses on a site that is appropriately designated by the General Plan for these type of uses.

LU 22.10 The approved commercial and retail project is designed to consider the surrounding areas to visually enhance the appearance and character of the area.

LU 23.1 The approved commercial and retail project is properly located and designated for commercial development in accordance with the General Plan land use category of CR.

LU 23.8 The commercial and retail project is located in a commercially designated area that will provide neighborhood services, jobs and sales tax revenues for the City in accordance with the General Plan.

Given these facts, the proposed request for a final, 1-year extension of time to May 9, 2026 for Plot Plan No. 16-0134 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 the new CG zone district as neighborhood commercial retail centers remains an allowed use. The plot plan was evaluated to determine compliance with the original development standards of the C-1/C-P zone. In review of the approved plot plan as it relates to the new CG zone standards, the project remains consistent in terms of setbacks, building height, lot area and lot coverage, etc. Further, the plot plan remains consistent with the parking and landscape standards required in the new Wildomar Development Code (Chapter 17.055 and 17.160, respectively. Since the Applicant has not proposed and changes to the site plan or architecture, the project does not require a revised plot plan permit. Therefore, the proposed request for a final, 1-year extension of time to May 9, 2026 for Plot Plan No. 16-0134 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. 16-0134 for the development of a 26,204 square-foot commercial and retail project 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. 16-0134 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 final, 1-year extension of time to May 9, 2026 for Plot Plan No. 16-0134 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 February 13, 2025 in advance of the May 9, 2025 expiration date. Given these facts, the proposed request for a final, 1-year extension of time to May 9, 2026 for Plot Plan No. 16-0134 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. 2025-04 approving a final, 1-year extension of time to May 9, 2026 for Plot Plan No. 16-0134, subject to the updated conditions of approval attached hereto this Resolution as Exhibit 1.

**PASSED, APPROVED AND ADOPTED** this 19th day of March, 2025.

_____
Eric Filar
Planning Commission Chair

**ATTEST:**

_____
Matthew Bassi
Community Development Director/Minutes Secretary

**APPROVED AS TO FORM:**

_____
Stephanie Gutierrez
Assistant City Attorney

| ATTACHMENT A – EXHIBIT 1<br>WILDOMAR CROSSINGS RETAIL CENTER PROJECT | | | |
|---|---|---|---|
| **Project No.: Plot Plan No. 16-0134 / Extension of Time #3 (PLN 25-0029)** | | | |
| **Applicant: Jim Rochelle, Mann Property Company - APN: 380-120-003 & 380-120-004** | | | |
| ~~Original City Council Approval Date -- May 9, 2018~~<br>~~EOT #1 Approval Date -- June 3, 2020~~<br>~~*EOT #2 Approval Date - June 7, 2023*~~<br>***EOT #3 Approval Date: March 19, 2025*** | ~~Original Plot Plan 16-0134 - Expiration Date -- May 9, 2020~~<br>~~EOT #1 Expiration Date -- May 9, 2023~~<br>~~*EOT #2 Expiration Date -- May 9, 2025*~~<br>***EOT #3 Expiration Date: May 9, 2026*** | | |
| **Conditions of Approval** | **Timing/ Implementation** | **Enforcement/ Monitoring** | **Verification (Date and Signature)** |
| **PLANNING DEPARTMENT CONDITIONS** | | | |
| **Standard Conditions** | | | |
| 1. ~~In compliance with Chapter 15075 of the CEQA Guidelines, a Notice of Determination (NOD) shall be filed by the City with the Riverside County Clerk within five (5) working days of project approval by the City Council. The notice shall include the mandated 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 $2,330.75. 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).~~ | ~~May 16, 2018~~ | ~~Planning Department~~ | Completed<br>Matthew Bassi |
| 2. *The Applicant's signature below, which shall be submitted to the Planning Department on or before April 2, 2025 hereby verifies the "Acceptance of the Updated EOT #2 Conditions of Approval" contained herein.*<br><br>*Applicant Signature* *Date* | *April 2, 2025* | *Planning Department* | |

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| **Conditions of Approval** | **Timing/ Implementation** | **Enforcement/ Monitoring** | **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 | Ongoing | Planning Department | |

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| **Conditions of Approval** | **Timing/ Implementation** | **Enforcement/ Monitoring** | **Verification (Date and Signature)** |
| | 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 EOT #3 for Plot Plan No. 16-0134 shall now expire on May 9, 2026 if grading and/or building permits have not been issued and substantial construction work has commenced on the project site. If this new time extension deadline expires, the project approved under Plot Plan No. 16-0134 shall expire and become null and void. Any future development of the project site beyond the May 9, 2026 deadline will require a new entitlement application to be approved by the Planning Commission.* | *May 9, 2026* | *Planning Department* | |
| 5. | ~~Plot Plan No. 16-0134 shall not become effective until 30 days after the second reading of the Ordinance approving Change of Zone No. 16-0134 by the City Council. No final map, grading or building permits shall be issued until after the effective date of the Change of Zone.~~ | ~~July 13, 2018~~ | ~~Planning Department~~ | Matthew Bassi |

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| **Conditions of Approval** | **Timing/ Implementation** | **Enforcement/ Monitoring** | **Verification (Date and Signature)** |
| 6. ~~In accordance with Chapter 66020 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 to the Applicant that the 90-day appeal hereby begins with approval of this project.~~ | ~~August 9, 2018~~ | ~~Planning Department~~ | Matthew Bassi |
| 7. Applicant herby understands and agrees that failure to comply with all Conditions of Approval contained herein may result in the Planning Commission taking action resulting in a modification to the Conditions of Approval and/or suspension or revocation of the plot plan and/or Plot Plan. | On-Going | Planning Department | |
| 8. The proposed Project shall comply with existing SCAQMD rules for the reduction of fugitive dust emissions in accordance with SCAQMD Rule 403, including the following:<br>• All clearing, grading, earth-moving, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions.<br>• The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the project are watered at least three (3) times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day. | On-Going | Planning Department | |

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| | • The contractor shall ensure that traffic speeds on unpaved roads and Project site areas are reduced to 15 miles per hour or less.<br>• Only "Low-Volatile Organic Compounds" paints (no more than 100 gram/liter of VOC) and/or High Pressure Low Volume (HPLV) applications consistent with South Coast Air Quality Management District Rule 1113 shall be used.<br>• The proposed Project shall be required to comply with General Plan Policy AQ 4.9 and SCAQMD Rule 403 to address Project-specific fugitive dust emissions.<br>• The proposed Project would also be required to comply with City of Wildomar Solid Waste Regulations (Municipal Code Section 8.104) and SCAQMD Rule 402 to prevent occurrences of public nuisances as it pertains to odors.<br>• Additional SCAQMD rules shall be applicable during Project construction and include Rule 1113 (Architectural Coatings), Rule 431.2 (Low Sulfur Fuel, and Rule 1186/1186.1 (Street Sweepers).<br>• The proposed Project will be conditioned to comply with all other applicable/mandated SCAQMD requirements related to commercial retail development. | | | |

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| **Conditions of Approval** | **Timing/ Implementation** | **Enforcement/ Monitoring** | **Verification (Date and Signature)** |
| 9. | All grading shall conform to the California Building Code and all other relevant laws, rules, and regulations governing grading in the City of Wildomar. Prior to commencing any grading which includes 50 or more cubic yards, the developer shall obtain a grading permit from the Building Department. | On-Going | Planning Department | |
| 10. | Unless approved by the Public Works Director/City Engineer, the Applicant is prohibited from using any sort of blasting device/activity during all grading and/or construction operations. | On-Going | Public Works & Planning Departments | |
| 11. | The proposed lighting and signage plans 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 | |
| 12. | 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 | |
| 13. | The Applicant shall provide bike racks/spaces within the project interior & centrally located in accordance with the current version of the Cal-Green Building Code as administered by the Building Official. | On-Going | Planning & Building Departments | |
| 14. | The Applicant is prohibited from using any sort of blasting device or activity during all grading and/or construction operations. | On-Going | Planning Department | |
| 15. | To minimize noise impacts from delivery trucks entering and exiting the project site on surrounding residential land uses and residences, | On-Going | Planning Department | |

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| **Conditions of Approval** | **Timing/ Implementation** | **Enforcement/ Monitoring** | **Verification (Date and Signature)** |
| | deliveries of any kind shall only be allowed between the hours of 8:00 am and 8:00 pm. The Applicant shall include this restriction in the required Conditions, Covenants and Restrictions (CC&R's). | | | |
| 16. | The Project shall comply with all applicable state and local building standards for materials and construction methods intended to protect buildings from wildfire exposure as described in the 2016 (or most recent editions) of the California Building Code Chapter 7A, California Residential Code Section R337, California Referenced Standards Code Chapter 12-7A, and California Fire Code Chapter 49, as applicable. | On-Going | Building & Fire Departments | |
| 17. | The Project shall comply with the vegetation management requirements prescribed in California Fire Code Section 4906, including California Government Code Section 51182, as applicable. | On-Going | Building & Fire Departments | |
| 18. | The Project shall comply with the special construction provisions contained in Riverside County Ordinance No. 787, Title 14 of the California Building Code, and RCFD Information Bulletin #08-05, as applicable. | On-Going | Building & Fire Departments | |
| 19. | The following materials are prohibited from being stored anywhere on the project site:<br>a) Flammable or explosive matter or material;<br>b) Matter or material which creates obnoxious dust, odor or fumes;<br>c) Hazardous or extremely hazardous waste, as defined by applicable provisions of the Hazardous Waste Control Law (Health and Safety Code Section 25100, et seq.). | On-Going | Building & Fire Departments | |

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| **Conditions of Approval** | **Timing/ Implementation** | **Enforcement/ Monitoring** | **Verification (Date and Signature)** |
| 20. The Applicant shall comply with the California Building Code and Chapter 13.12, Stormwater Drainage System Protection, of the Wildomar Municipal Code. | On-Going | Building & Planning Departments | |
| 21. The Applicant shall comply with Wildomar Municipal Code Section 13.12.060 requiring that new construction and renovation control storm water 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 that may be implemented to prevent such deterioration. BMPs are identified in the Water Quality Management Plan. | On-Going | Building & Engineering Departments | |
| 22. The following practices shall be required by the Project to reduce any noise level increases produced by the construction equipment to the nearby noise-sensitive residential land uses:<br>a) Prior to approval of grading plans and/or issuance of building permits, plans shall include a note indicating that noise-generating project construction activities shall only occur between the hours of 6:00 a.m. and 6:00 p.m. during the months of June through September, and between the hours of 7:00 a.m. and 6:00 p.m. during the months of October through May (City of Wildomar Municipal Code, Section 9.48.020 (I)). The project construction supervisor shall ensure compliance with the note and the City shall conduct periodic inspection at its discretion. | On-Going | Building / Planning / Engineering Departments | |

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|---|---|---|---|---|
| | b) During all project site construction, the construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturers' standards. The construction contractor shall place all stationary construction equipment so that emitted noise is directed away from the noise sensitive receptors nearest the Project site.<br>c) The construction contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and noise-sensitive receivers nearest the project site (i.e., to the center) during all Project construction.<br>d) The construction contractor shall limit haul truck deliveries to the same hours specified for construction equipment (between the hours of 6:00 a.m. and 6:00 p.m. during the months of June through September, and between the hours of 7:00 a.m. and 6:00 p.m. during the months of October through May). The contractor shall design delivery routes to minimize the exposure of sensitive land uses or residential dwellings to delivery truck-related noise.<br>e) 30 days prior to any grading and construction activity for the project site, the Applicant shall notify by mailing all residents within a 600-foot radius of the project site of the days, and hours when grading and construction activity will commence. | | | |

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| **Conditions of Approval** | **Timing/ Implementation** | **Enforcement/ Monitoring** | **Verification (Date and Signature)** |
| 23. | • The Project shall comply with the California Building Code, including the following.<br>• The Project shall comply with Chapter 13.12, Stormwater Drainage System Protection of the Wildomar Municipal Code.<br>• The Project shall comply with National Pollutant Discharge Elimination System (NPDES) Stormwater General Construction Permit.<br>• The Project shall comply with SCAQMD Rules 403 & 1166.<br>• The Project shall comply with SWPPP as part of the grading permit submittal package. | On-Going | Building / Planning / Engineering Departments | |
| 24. | The Project will comply with the goals and objectives in the WRCOG Climate Action Plan (CAP). | On-Going | Building / Planning / Engineering Departments | |
| 25. | The Project will be required to comply with Wildomar Municipal Code Section 13.20.220 that regulates water well abandonment procedures for any private wells located within the property boundaries, if applicable. | On-Going | Building / Planning / Engineering Departments | |
| 26. | Any septic system removal must comply with Riverside County Environmental Health requirements that require removal of most of the system and filling the tank with sand. | On-Going | Building / Planning / Engineering Departments | |

| ATTACHMENT A – EXHIBIT 1<br>WILDOMAR CROSSINGS RETAIL CENTER PROJECT | | | |
|---|---|---|---|
| **Project No.: Plot Plan No. 16-0134 / Extension of Time #3 (PLN 25-0029)** | | | |
| **Applicant: Jim Rochelle, Mann Property Company - APN: 380-120-003 & 380-120-004** | | | |
| ~~Original City Council Approval Date -- May 9, 2018~~<br>~~EOT #1 Approval Date -- June 3, 2020~~<br>~~*EOT #2 Approval Date - June 7, 2023*~~<br>***EOT #3 Approval Date: March 19, 2025*** | ~~Original Plot Plan 16-0134 - Expiration Date -- May 9, 2020~~<br>~~EOT #1 Expiration Date -- May 9, 2023~~<br>~~*EOT #2 Expiration Date -- May 9, 2025*~~<br>***EOT #3 Expiration Date: May 9, 2026*** | | |
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| 27. | 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 Water Quality Management Plan (see Appendix 9.0B) | On-Going | Building / Planning / Engineering Departments | |
| 28. | The Project will comply with City of Wildomar Municipal Code Section 13.12.050, Regulatory Consistency, and obtain a Municipal Separate Storm Sewer System (MS4) Permit from the San Diego Regional Water Quality Control Board. | On-Going | Building / Planning / Engineering Departments | |
| 29. | The Project shall obtain any required regulatory permits from the USACE, RWQCB, and CDFW for drainage, runoff and water quality affecting any river or stream. | On-Going | Building / Planning / Engineering Departments | |
| 30. | The Project Applicant shall develop a SWPPP and shall comply, as applicable, with the Construction General Permit and Statewide General Permit. | On-Going | Building / Planning / Engineering Departments | |
| 31. | The Project will be required to comply with Wildomar Municipal Code Section 13.20.220 that regulates water well abandonment procedures for any private wells located within the property boundaries. | On-Going | Building / Planning / Engineering Departments | |

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| 32. | The Project shall annex into CFD 2013-1, which includes a special tax to fund police and fire services to new development. | On-Going | Building / Planning / Engineering Departments | |
| 33. | The Project shall pay the park tax pursuant to Wildomar Municipal Code Chapter 3.18. | On-Going | Building / Planning / Engineering Departments | |
| 34. | The Project shall comply with City of Wildomar Municipal Code Section 8.28. | On-Going | Building / Planning / Engineering Departments | |
| 35. | The Project shall comply with Wildomar Municipal Code Sections 15.20.010 and 8.104 | On-Going | Building / Planning / Engineering Departments | |
| 36. | The Project must comply with the Solid Waste Reuse and Recycling Access Act of 1991. | On-Going | Building / Planning / Engineering Departments | |

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| **Mitigated Negative Declaration (MND) Mitigation Measures (these remain in full force & affect)** | | | |
| **Biological Resources** | | | |
| 37. **BIO-1** Within 30 days prior to initiating ground-disturbance activities, the Project Applicant shall retain a qualified biologist to complete a pre-construction take avoidance survey in accordance with the MSHCP. If the take avoidance survey is negative and burrowing owls (BUOWs) are confirmed to be absent, then ground-disturbing activities shall be allowed to commence, and no further mitigation shall be required.<br>If the survey is positive and BUOWs are confirmed to be present, the Project Applicant shall consult with the CDFW and prepare and implement a project-specific BUOW mitigation plan. The plan shall be reviewed and approved by the CDFW. To avoid take, any impacted individuals shall be relocated outside of the impact area by a qualified biologist using passive or active methodologies approved by CDFW. The Project Applicant shall further mitigate BUOW-occupied habitat in accordance with the MSHCP. | Prior to/during any vegetation removal or ground-disturbing activities | Planning and Public Works Departments | |
| 38. **BIO-2** Vegetation clearing/grubbing, ground disturbance (e.g., grading, earth moving, 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 | No more than seven (7) days prior to any vegetation removal or ground-disturbing activities | Planning and Public Works Departments | |

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| | 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 seven (7) 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 Project Applicant, the City, the CDFW, and the USFWS, as needed.<br>If raptors or other protected avian nests are identified during the above surveys, the qualified biologist shall notify the Project Applicant, the City, the CDFW, and the USFWS, 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. | | | |
| 39. | **BIO-3** The following construction-related best management practices (BMPs) shall be implemented during vegetation clearing/grubbing, ground disturbance (e.g., grading, earth moving, excavation, use of heavy equipment), and construction activities to avoid impacts to potentially occurring special-status and/or sensitive wildlife species: | Prior to/during any vegetation removal or ground-disturbing activities | Planning and Public Works Departments | |

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| | ▪ Prior to vegetation clearing/grubbing, a biological monitor shall conduct a pre-construction meeting with the construction crew to identify appropriate access route(s) in and out of the construction area and review of Project boundaries.<br>▪ 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.<br>▪ Following construction, a qualified biologist shall ensure temporarily disturbed vegetated areas are returned to pre-Project contours using a local native plant hydro seed mix. | | | |
| 40. | **BIO-4** To meet the criteria of a biologically equivalent or superior alternative, the Applicant shall implement the following measures:<br>▪ Acquisition of a total of 0.11 acres in lieu fee credits from Riverside-Corona Resource Conservation District In-Lieu Fee Program or rehabilitation credits (or other approved mitigation bank) to offset impacts to riparian/riverine resources at a 3:1 ratio for southern willow scrub (0.06 acres), a ratio of 2:1 for eucalyptus vegetated streambed (0.01 acres), and a 2:1 ratio for sheet flow (0.04 acres).<br>▪ Off-set impacts to riprap stream bed (0.02 acres) through on-site replacement of the rip/rap at a 1:1 ratio.<br>▪ Avoidance of the 0.16 acres of riparian/riverine habitat and associated buffer through installation of a protective barrier that shall consist of a fence with signage, and/or other appropriate mechanisms in accordance with the MSHCP to limit unauthorized | Prior to/during any vegetation removal or ground-disturbing activities | Planning and Public Works Departments | |

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| | access, with specific barrier(s) to be used incorporated into the final Project plans/landscaping documents.<br>▪ Placement of the 0.16 acres of riparian/riverine habitat and associated buffer into a restrictive covenant to stay with the land in perpetuity to be approved and signed for the protection of the lot prior to the start of grading.<br>Compliance monitoring of the 0.16 acres of riparian /riverine habitat and associated buffer shall be conducted by Urban Corps who shall conduct annual trash removal and compliance monitoring. Urban Corps shall provide an annual compliance monitoring letter, memo, or similar mechanism to meet the requirements of California Department of Fish and Wildlife, United States Fish and Wildlife, and the City of Wildomar, along with MSHCP compliance. Funding for compliance monitoring shall be the sole responsibility of the owner to be named in the restrictive covenant to be approved and signed for protection of the lot prior to the start of grading. | | | |
| 41. | **BIO-5** During Construction, the Applicant shall remove the eucalyptus trees present in and adjacent to the streambed. The trees shall be cut and removed from the site, with the roots treated and left in place to protect the stream bank. | Prior to/during any vegetation removal or ground-disturbing activities | Planning and Public Works Departments | |
| 42. | **BIO-6** The Project shall avoid 0.016 acres of riparian/riverine habitat in the southwestern corner of the site. Any fuel modification associated with the Project shall not occur within the riparian/riverine habitat area in the southwest corner of the Project site. | Prior to/during any vegetation removal or ground-disturbing activities | Planning and Public Works Departments | |

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| 43. | **BIO-7** No manufactured slopes associated with the Project shall extend into the avoided riparian/riverine habitat area located in the southwestern corner of the site. | Prior to/during any vegetation removal or ground-disturbing activities | Planning and Public Works Departments | |
| 44. | **BIO-8** During construction the Applicant shall implement the following measures to minimize indirect impacts to riparian/riverine resources:<br>▪ Use of standard Best Management Practices (BMPs) shall be used during construction.<br>▪ Construction-related equipment shall be stored in upland areas, outside of drainages:<br>○ Use of Source Control BMPS shall include: landscape planning, roof runoff controls, trash storage areas, use of alternative building materials, and education of future tenants;<br>○ Use of Treatment control BMPs shall include the use of detention basins, vegetated swales (bio-swales), and drain inlets; and<br>○ Water quality BMPs shall be implemented throughout the Project to capture and treat contaminants. | Prior to/during any vegetation removal or ground-disturbing activities | Planning and Public Works Departments | |
| 45. | **BIO-9** No clearing and grubbing outside of the avian breeding season (generally February 1 to August 31) shall be conducted unless a qualified biologist demonstrates that all nesting is complete through completion of a Nesting Bird Clearance Survey which shall be submitted to the County Environmental Programs Department for review and approval. | Prior to/during any vegetation removal or ground-disturbing activities | Planning and Public Works Departments | |

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| 46. | **BIO-10** The following measures shall be implemented to reduce the edge effects into the riparian and sensitive habitats that are intended to be preserved on-site:<br>▪ BMPs will be implemented to maintain water quality, all runoff will be treated prior to existing the site to reduce pollutants of concern, and there will be no increase in water flow from the Project site.<br>▪ The Project shall not drain into any MSHCP Conservation Area.<br>▪ The Project shall not discharge toxics into any MSHCP Conservation Area.<br>▪ No plants included on the California Exotic Pest Plan Council's list of invasive species or in Table 6-2 of the MSHCP will be used in any Project landscape anywhere on the site and only native species will be planted.<br>▪ Night lighting will be selectively placed and directed/shielded away from sensitive habitat. | Prior to/during any vegetation removal or ground-disturbing activities and outdoor lighting during construction and Project operations | Planning and Public Works Departments | |
| 47. | **BIO-11** Impacts to federal jurisdictional features shall require a CWA Section 404 Permit from the USACE and a CWA Section 401 Water Quality Certification from the RWQCB. Impacts to state jurisdictional features shall require a Streambed Alteration Agreement from the CDFW. Prior to the issuance of any grading permit for permanent impacts in the areas designated as jurisdictional features, the Project Applicant shall obtain all regulatory permits from the USACE, RWQCB, and CDFW. | Prior to/during any vegetation removal or ground-disturbing activities | Planning and Public Works Departments | |

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| 48. | **BIO-12** The Project shall be kept clean of debris and all food-related trash items shall be enclosed in sealed containers and regularly removed from site. | Prior to/during any vegetation removal or ground-disturbing activities | Planning and Public Works Departments | |
| 49. | **BIO-13** During construction, employees shall strictly limit their activities, vehicles, equipment and construction material to the Project site, staging areas, and designated routes of travel. | Prior to/during any vegetation removal or ground-disturbing activities | Planning and Public Works Departments | |
| 50. | **BIO-14** During construction, Project impact limits shall be fenced with orange snow screen and exclusion fencing shall be maintained until the completion of construction activities. | Prior to/during any vegetation removal or ground-disturbing activities | Planning and Public Works Departments | |
| **Cultural Resources** | | | | |
| 51. | **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 and Soboba Tribes may assign individuals to monitor all grading, excavation and groundbreaking activities as well, as per **CUL-3** below, and the Tribal monitors shall be allowed on site during any construction activities that could potentially impact cultural resources. However, | During any ground-disturbing construction activities | Planning and Public Works Departments | |

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| | monitoring may be discontinued as soon the qualified professional and the Tribe(s) are satisfied that construction will not disturb cultural resources. | | | |
| 52. | **CUL-2** Prior 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 monitor(s) pursuant to **CUL-1**, above. 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. | Prior to issuance of a grading permit. | Planning and Public Works Departments | |
| 53. | **CUL-3** Prior to the issuance of any grading permit, the Project Applicant shall contact the Pechanga and Soboba Tribes with notification of the proposed grading and shall enter into individual Tribal Cultural Resources Treatment and Monitoring Agreements with each Tribe that determines its tribal cultural resources may be present on the site. The agreement(s) 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 the 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 | Prior to issuance of a grading permit. | Planning and Public Works Departments | |

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| | terms of the agreement(s) shall not conflict with any of these mitigation measures or with State law. A copy of the signed agreement(s) shall be provided to the Planning Director and Building Official prior to issuance of the first grading permit. | | | |
| 54. | **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 a qualified archaeologist and the Tribal monitor(s). Any cultural resources that are discovered shall be evaluated and a final report prepared by the qualified 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 identified resources. The archaeologist shall take into account the significance of a resource to the appropriate Tribe in making the determination that a resource is or is not a tribal cultural resource. If the archaeologist determines the cultural resources to be either historic resources or unique archaeological resources, but not tribal cultural 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. If the qualified archeologist determines the cultural resources to be tribal cultural resources, mitigation shall be consistent with the Tribal Cultural Resources Treatment and Monitoring Agreement required by mitigation | During any ground-disturbing construction activities | Planning and Public Works Departments | |

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| | measure **CUL-3** and Public Resources Code Section 21084.3. For all other cultural resources discovered on the Project site, the Project archaeologist shall assess the significance of such resources based on the provisions of CEQA with respect to archaeological resources and all significant cultural resources shall be curated according to the current professional repository standards. The collections and associated records shall be transferred, including title, to a curation facility, that meets the standards set forth in 36 CFR Part 79 for federal repositories. If the Project Applicant, Project archaeologist, and Tribe cannot agree on the significance of, avoidance of, or mitigation for such resources, then the Project Applicant and the Tribe shall agree on an independent qualified archeologist who shall make the determination based on the information submitted by the Tribe, the religious beliefs, customs, and practices of the Tribe, and the provisions of the California Environmental Quality Act regarding tribal cultural resources. The decision of the independent qualified archeologist may be challenged by the City, Project Applicant or the Tribe through any appropriate legal means including, but not limited to, a temporary restraining order or preliminary injunction. | | | |
| 55. | **CUL-5** 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 | During any ground-disturbing construction activities | Planning and Public Works Departments | |

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| | the Riverside County Coroner determines the remains to be Native American, the Native American Heritage Commission shall be contacted within twenty-four (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 and the Agreement required under **CUL-2**, above. | | | |
| 56. | **CUL-6** If during ground disturbance activities unique cultural resources are discovered, that were not assessed by the archaeological report(s) and/or environmental assessment conducted prior to Project approval, the following procedures shall be followed. Unique cultural resources are defined, for this condition, as being multiple artifacts in close association with each other, but may include fewer artifacts if the area of the find is determined to be of significance due to its sacred or cultural importance. (1) All ground disturbance activities within 100 feet of the discovered cultural resources shall be halted until a meeting is convened between the developer, the archaeologist, the appropriate Native American tribal representative(s) and the planning director to discuss the significance of the find. (2) At the meeting, the significance of the discoveries shall be discussed and after consultation with the tribal representative(s) and the archaeologist, a decision shall be made, with the concurrence of the planning director, as to the appropriate mitigation (documentation, recovery, avoidance, etc.) for the cultural | During any ground-disturbing construction activities | Planning and Public Works Departments | |

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| | resources. (3) Grading or further ground disturbance shall not resume within the area of the discovery until an agreement has been reached by all parties as to the appropriate mitigation. | | | |
| **Geology and Soils** | | | | |
| 57. | **GEO-1** The Project Applicant shall incorporate the recommendations of the Preliminary Geotechnical investigation dated May 21, 2009, prepared by Construction Testing and Engineering, Inc. (**Appendix 6.0A**) and the Geotechnical Update Report dated October 10, 2016, prepared by CTE South (**Appendix 6.0B**) as amended by the final geotechnical investigation that is prepared after the grading for the Project is complete, which amendment shall be approved by the Building Official and Public Works Director and incorporated into the Project plans for the proposed Project. The Building Official and Public Works Director shall confirm that 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, and seismic settlement, to ensure that all structures built on site are protected from damage and safety hazards associated with ground failure such as lateral spreading, subsidence, liquefaction, and collapse, pipeline excavation, and installation. All on-site soil | Prior to any ground-disturbing construction activities and after initial grading subject to approval of a final geotechnical investigation | Planning and Building and Safety Departments | |

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| | engineering activities shall be conducted under the supervision of a licensed geotechnical engineer or certified engineering geologist. | | | |
| 58. | **GEO-2** To prevent the potential for damage associated with ground settlement potential resulting from a seismic event, the Project Applicant shall incorporate the remedial grading and excavations and seismic design criteria recommendations of the Geotechnical Update Report dated October 10, 2016, prepared by CTE South (Appendix 6.0B). | Reviewed as part of the construction plans, and verified prior to occupancy | Planning and Building and Safety Departments | |
| 59. | **GEO-3** 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 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 | During any ground-disturbing construction activities | Engineering and Planning Departments | |

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| | as the Museum of Paleontology at the University of California, Berkeley, or the California Academy of Sciences. | | | |
| **Hazards and Hazardous Materials** | | | | |
| 60. | **HAZ-1** During ground disturbing activities, any pipes encountered shall be evaluated for asbestos by a registered and licensed asbestos contractor and, if asbestos is found, the registered and licensed asbestos contractor shall specify the proper removal of asbestos control before ground disturbing activities resume. | During grading or construction activities | Building and Planning Departments | |
| 61. | **HAZ-2** Prior to the issuance of building permits, the Applicant shall demonstrate to the satisfaction of the Building Official and County Fire Chief, compliance with all applicable state and local building standards, including those for materials and construction methods intended to mitigate wildfire exposure as described in the 2016 California Building Code (or most recent edition); specifically Chapter 7A, California Referenced Standards Code Chapter 12-7A, and California Fire Code Chapter 49. | Prior to issuance of building permits | Riverside County Fire and Planning Departments | |
| 62. | **HAZ-3** Prior to the issuance of a certificate of occupancy, the Applicant shall demonstrate to the satisfaction of the Building Official and 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 building permits | Riverside County Fire and Planning Departments | |

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| **Noise** | | | |
| 63. **NOI-1** Construction Noise Impacts. The following shall apply during the construction phase of the Project:<br>1. Prior to approval of grading plans and/or issuance of building permits, plans shall include a note indicating that noise-generating Project construction activities shall only occur between the hours of 6:00 a.m. and 6:00 p.m. during the months of June through September, and between the hours of 7:00 a.m. and 6:00 p.m. during the months of October through May (City of Wildomar Municipal Code, Section 9.48.020 (I)). The Project construction supervisor shall ensure compliance with the note and the City shall conduct periodic inspection at its discretion.<br>2. During all Project site construction, the construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturers' standards. The construction contractor shall place all stationary construction equipment so that emitted noise is directed away from the noise sensitive receptors nearest the Project site.<br>3. The construction contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and noise-sensitive receivers nearest the Project site (i.e., to the center) during all Project construction.<br>4. The construction contractor shall limit haul truck deliveries to the same hours specified for construction equipment (between the | During all Project site construction | Planning and Public Works Departments | |

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| | hours of 6:00 a.m. and 6:00 p.m. during the months of June through September, and between the hours of 7:00 a.m. and 6:00 p.m. during the months of October through May). The contractor shall design delivery routes to minimize the exposure of sensitive land uses or residential dwellings to delivery truck-related noise. | | | |
| 64. | **NOI-2** A construction noise mitigation plan shall be prepared and submitted to the City Staff for review and approval prior to start of construction. The plan shall identify the location of construction equipment and activity, proximity to identified noise receptors, and demonstrate either a minimum 10 dBA reduction in noise levels off-site, or that noise levels would not exceed 85 dBA at any time when measured at the nearest property line of noise receptors. Methods to mitigate construction noise in the plan may include (but shall not be limited to):<br>▪ Install temporary noise control barriers, or equally effective noise protection measures. The noise barriers shall be maintained and any damage promptly repaired. Noise control barriers and associated elements shall be completely removed and the site appropriately restored upon the conclusion of the construction activity.<br>▪ During all Project site construction, the construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturers' standards. The construction contractor shall place all stationary | During all Project site construction | Planning and Public Works Departments | |

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| | construction equipment so that emitted noise is directed away from the noise-sensitive receivers nearest the Project site.<br>▪ The construction contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and noise-sensitive receivers nearest the Project site during all Project construction. | | | |
| 65. | **NOI-3** Exterior Noise Levels. Construct the recommended minimum 5-foot high screening barriers at the Major A and Pad 3 buildings within the Project site as per Noise Impact Analysis prepared by Urban Crossroads dated November 16, 2017(**Appendix 10.0**). The screening barriers shall provide a weight of at least 4 pounds per square foot of face area with no decorative cutouts or line-of-sight openings between shielded areas and the equipment, or a minimum transmission loss of 20 dBA (per the Federal Highway Administration noise barrier guidelines). | Plan check and construction | Building and Planning Departments | |
| **Prior to the Issuance of Grading Permits** | | | | |
| 66. | Prior to the issuance of a grading permit, the Applicant shall comply with the construction noticing sign board requirements of Chapter 15.04.030 of the WMC as follows:<br>A. Intent. It is the intent of this section to establish regulations for posting on-site construction information signs during construction activity for new residential, commercial and industrial development projects. | Prior to Issuance of Grading Permits | Building and Engineering Depts. | |

| ATTACHMENT A – EXHIBIT 1<br>WILDOMAR CROSSINGS RETAIL CENTER PROJECT | | | |
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| **Project No.: Plot Plan No. 16-0134 / Extension of Time #3 (PLN 25-0029)** | | | |
| **Applicant: Jim Rochelle, Mann Property Company - APN: 380-120-003 & 380-120-004** | | | |
| ~~Original City Council Approval Date -- May 9, 2018~~<br>~~EOT #1 Approval Date -- June 3, 2020~~<br>~~*EOT #2 Approval Date - June 7, 2023*~~<br>***EOT #3 Approval Date: March 19, 2025*** | ~~Original Plot Plan 16-0134 - Expiration Date -- May 9, 2020~~<br>~~EOT #1 Expiration Date -- May 9, 2023~~<br>~~*EOT #2 Expiration Date -- May 9, 2025*~~<br>***EOT #3 Expiration Date: May 9, 2026*** | | |
| **Conditions of Approval** | **Timing/ Implementation** | **Enforcement/ Monitoring** | **Verification (Date and Signature)** |
| | B. Applicability. The posting of on-site construction information signs during construction activity for new residential, commercial and industrial development projects shall be limited to projects located in residential, commercial and industrial zoned lands.<br>C. Construction Sign Standards.<br>1. One non-illuminated sign shall be required per development site, except that if the site has two or more street frontages, one additional sign shall be required per street frontage.<br>2. The sign(s) shall be placed along the street frontage nearest to the construction entrance(s) to the project site and include information identifying the name of the developer and contractor, on-site contact information and phone number, allowed days and hours of construction activity (i.e., Monday - Saturday, 6:30 a.m. to 7:00 p.m. with no construction activity on Sundays or legal holidays). The information shall also include a statement that complaints regarding the operation can be lodged with the City of Wildomar Code Enforcement Division (951) 677-7751, and any other information deemed appropriate by the City.<br>3. The size of the sign board shall be four feet wide by six feet high (24 square feet) made of wood, or similar durable material and mounted with two vertical four-inch by four-inch posts, made of wood or similar durable material. The total height of the sign | | | |

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| | board shall not exceed eight feet from the ground and include the city logo in the upper left corner of the sign board.<br>4. The sign(s) shall be reviewed by the Building Official prior to construction of said sign. Sign(s) shall be posted on the property a minimum of two weeks prior to any grading activities and be removed from the property within 30 days after the last certificate of occupancy is issued by the City. | | | |
| 67. | Prior to the issuance of a grading permit, the developer shall submit a final geotechnical soils reports to the City Engineer and/or Building Official for review and approval. All grading shall be in conformance with the recommendations of the geotechnical/soils reports as approved by the City of Wildomar. | Prior to Issuance of Grading Permits | Building and Engineering Depts. | |
| 68. | A haul permit may not be required if no import or export of materials is proposed as part of the grading process. If applicable, prior to the issuance of a mass or precise 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 | Prior to Issuance of Grading Permits | Planning and Engineering Depts. | |

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| | assessment shall be submitted for review and approval by the Planning Director prior to the issuance of the haul permit. | | | |
| 69. | Prior to the issuance of the project's first occupancy permit, if the North Ranch Homeowners Association has entered into a contract with a licensed Landscape Contractor for the installation of landscaping on the HOA's property to provide a landscape buffer on the slope north of the project site by planting a variety of 24"-box and 36"-box trees and a variety of shrubs along the southerly slope of the North Ranch HOA landscape area located between the project sites' north property line and the existing block wall at the top of the HOA slope, then the Applicant shall pay up to $20,000.00 toward the contract cost directly to the licensed Landscape Contractor prior to the City's issuance of the project's first occupancy permit. If the North Ranch Homeowners Association has not entered into a contract with a licensed Landscape Contractor for this work when the Applicant contacts the City to initiate the process for issuance of the project's first occupancy permit, the City shall give the North Ranch Homeowners Association 30 days written notice to enter into a contract with a licensed Landscape Contractor for this work. If the North Ranch Homeowners Association fails to enter into a contract with a licensed Landscape Contractor for this work within this 30 day period, the City shall issue the project's first occupancy permit and this condition and its obligation for the Applicant to pay up to | Prior to Issuance of the 1st Certificate of Occupancy | Planning Department | |

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| | $20,000.00 of the contract cost shall be null and void. *(Revised by the City Council on 5/9/18)* | | | |
| 70. | Prior to the issuance of a precise grading permit, the Applicant shall submit two (2) sets of detailed/complete landscape and irrigation construction drawings including on-site and public right-of-way and shall include a fence/wall plan for review and approval by the Planning Department. Said landscape and irrigation plans shall be prepared by a licensed Landscape Architect and shall comply with all requirements of Chapter 17.276 (Water Efficient Landscapes) of the Wildomar Municipal Code, including any future water conservation measures adopted by the City Council or imposed by the State of California in effect at the time of development, including but not limited to, drought-tolerant landscaping and drip irrigation/micro spray irrigation. ~~The landscape plans shall further show the planting plan for the North Ranch HOA landscape area located between the project sites' north property line and the existing block wall at the top of the HOA slope.~~ *(Revised by the City Council on 5/9/18)* | Prior to Issuance of Grading Permits | Planning Department | |
| 71. | Prior to the issuance of grading permits, the project Applicant shall pay fees to the City in accordance with the requirements of the Stephens' Kangaroo Rat Habitat Conservation Plan Mitigation Fee Area as required by Section 3.43.070 of the Wildomar Municipal Code. | Prior to Issuance of Grading Permits | Planning and Building Departments | |
| 72. | Prior to the issuance of grading permits, the Project will obtain any required permits under Section 404, Section 402 and Section 401 of the Clean Water Act (33 U.S.C.1341, 1342, 1344) related to impacts and | Prior to Issuance of Grading Permits | Planning and Engineering Depts. | |

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| | discharges in jurisdictional waters of the United States, including any required corresponding state permits or authorizations under the California Water Code and Title 27, CCR Section 20005 et seq. | | | |
| 73. | Prior to the issuance of grading permits, the Project will obtain any required permits from the California Department of Fish & Wildlife for any activity that may adversely affect any river, stream, channel or lake as set forth in Cal. Fish & Game Code, Section 1602 et seq. | Prior to Issuance of Grading Permits | Planning and Engineering Depts. | |
| **Prior to Issuance of Building Permits** | | | | |
| 74. | Prior to issuance of building permits, the Applicant shall submit a detailed/final photometric analysis and lighting plan 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 and Building Departments | |
| 75. | Prior to the issuance of a building permit or any sign(s) within the Wildomar Crossings Retail Center, the Applicant shall submit detailed sign plans to the Building Department for review and approval. All signs within the center shall be consistent with the sign program illustrated in the Plot Plan development plans approved by the City Council on May 9, 2018, and all applicable provisions of Chapter 17.252 (Sign Regulations), and Chapter 8.64 (Light Pollution) of the Wildomar Municipal Code. The following additional lighting conditions shall be complied with: | Prior to Issuance of Building Permits | Planning Department | |

| ATTACHMENT A – EXHIBIT 1<br>WILDOMAR CROSSINGS RETAIL CENTER PROJECT | | | |
|---|---|---|---|
| **Project No.: Plot Plan No. 16-0134 / Extension of Time #3 (PLN 25-0029)** | | | |
| **Applicant: Jim Rochelle, Mann Property Company - APN: 380-120-003 & 380-120-004** | | | |
| ~~Original City Council Approval Date -- May 9, 2018~~<br>~~EOT #1 Approval Date -- June 3, 2020~~<br>~~*EOT #2 Approval Date - June 7, 2023*~~<br>***EOT #3 Approval Date: March 19, 2025*** | ~~Original Plot Plan 16-0134 - Expiration Date -- May 9, 2020~~<br>~~EOT #1 Expiration Date -- May 9, 2023~~<br>~~*EOT #2 Expiration Date -- May 9, 2025*~~<br>***EOT #3 Expiration Date: May 9, 2026*** | | |
| **Conditions of Approval** | **Timing/ Implementation** | **Enforcement/ Monitoring** | **Verification (Date and Signature)** |
| | a) All lighting shall be indirect, hooded and positioned so as not to reflect onto adjoining property or public streets.<br>b) Lighting fixtures may be installed in each individual storage space, provided that the fixtures shall not include or be adaptable to provide electrical service outlets. | | | |
| 76. | Prior to the issuance of building permits, the project Applicant shall pay fees to the City in accordance with the requirements of the Western Riverside County Multiple Species Habitat Conservation Plan MSHCP) Mitigation Fee as required by Section 3.42.070 of the Wildomar Municipal Code. | Prior to Issuance of Building Permits | Planning and Building Departments | |
| 77. | Prior to issuance of any building permit, the Project Applicant shall pay the required school district fees pursuant to Wildomar Municipal Code Section 15.80.170 and in effect at the time of building permit issuance. | Prior to Issuance of Building Permits | Planning and Building Departments | |
| 78. | Prior to issuance of building permits, the revised architectural design package shall be reviewed and approved by the Planning Commission. *(Revised by the City Council on 5/9/18)* | Prior to Issuance of Building Permits | Planning Commission | |
| **Prior to Issuance of a Certificate of Occupancy** | | | | |
| 79. | Prior to issuance of a certificate of occupancy, the project Applicant shall pay the applicable Western Riverside County Transportation Uniform (TUMF) Mitigation Fee to the City of Wildomar Municipal as required in Chapter 3.40 of the WMC. | Prior to the Issuance of Occupancy Permits | Building Department | |

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| **Project No.: Plot Plan No. 16-0134 / Extension of Time #3 (PLN 25-0029)** | | | |
| **Applicant: Jim Rochelle, Mann Property Company - APN: 380-120-003 & 380-120-004** | | | |
| ~~Original City Council Approval Date -- May 9, 2018~~<br>~~EOT #1 Approval Date -- June 3, 2020~~<br>~~*EOT #2 Approval Date - June 7, 2023*~~<br>***EOT #3 Approval Date: March 19, 2025*** | ~~Original Plot Plan 16-0134 - Expiration Date -- May 9, 2020~~<br>~~EOT #1 Expiration Date -- May 9, 2023~~<br>~~*EOT #2 Expiration Date -- May 9, 2025*~~<br>***EOT #3 Expiration Date: May 9, 2026*** | | |
| **Conditions of Approval** | **Timing/ Implementation** | **Enforcement/ Monitoring** | **Verification (Date and Signature)** |
| 80. | In accordance with Wildomar Municipal Code Section 3.44.060, the Applicant shall pay all appropriate City of Wildomar Development Impact Fees (DIF) prior to the issuance of occupancy permits. | Prior to the Issuance of Occupancy Permits | Building Department | |
| 81. | 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 | |
| 82. | Prior to the issuance of occupancy permits, a performance security, in the amount determined by the City's 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 rate | Prior to the Issuance of Occupancy Permits | Planning Department | |

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| | shall be posted with the Planning Department prior to re-inspection for maintenance bond release. | | | |
| 83. | 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. | Prior to the Issuance of Occupancy Permits | Planning Department | |
| **PUBLIC WORKS/ENGINEERING/BUILDING DEPARTMENT CONDITIONS** | | | | |
| **General Requirements/Conditions** | | | | |
| 1. | The project shall comply with all mitigation measures identified in the approved Traffic Impact Analysis to the satisfaction of the City Engineer. | On-Going | Planning & Engineering Departments | |
| 2. | The Applicant 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. Consequently, amended entitlement approvals may be necessary. | On-Going | Planning & Engineering Departments | |
| 3. | No grading shall be performed without the prior issuance of a grading permit by the City. | On-Going | Engineering Dept. | |
| 4. | Written permission shall be obtained from any affected property owners allowing for proposed grading outside of the project boundaries | On-Going | Engineering Dept. | |

| ATTACHMENT A – EXHIBIT 1<br>WILDOMAR CROSSINGS RETAIL CENTER PROJECT | | | |
|---|---|---|---|
| **Project No.: Plot Plan No. 16-0134 / Extension of Time #3 (PLN 25-0029)** | | | |
| **Applicant: Jim Rochelle, Mann Property Company - APN: 380-120-003 & 380-120-004** | | | |
| ~~Original City Council Approval Date -- May 9, 2018~~<br>~~EOT #1 Approval Date -- June 3, 2020~~<br>~~*EOT #2 Approval Date - June 7, 2023*~~<br>***EOT #3 Approval Date: March 19, 2025*** | ~~Original Plot Plan 16-0134 - Expiration Date -- May 9, 2020~~<br>~~EOT #1 Expiration Date -- May 9, 2023~~<br>~~*EOT #2 Expiration Date -- May 9, 2025*~~<br>***EOT #3 Expiration Date: May 9, 2026*** | | |
| **Conditions of Approval** | **Timing/ Implementation** | **Enforcement/ Monitoring** | **Verification (Date and Signature)** |
| 5. The Applicant 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 | Engineering Dept. | |
| 6. The Applicant/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 | Engineering Dept. | |
| 7. The Applicant 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 | Engineering 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 Applicant shall obtain a grading permit from the Building Department for any grading which includes 50 or more cubic yards. | On-Going | Engineering and Building Depts. | |
| 9. Improvements such as grading, filling, over excavation and re-compaction, and base or paving which require a grading permit are subject to applicable Building Department conditions of approval included herein. | On-Going | Engineering Dept.<br>Building Dept. | |
| 10. All necessary measures to control dust shall be implemented by the Applicant during grading to the satisfaction of the City Engineer. A PM10 plan may be required at the time a grading permit is issued. | On-Going | Engineering Dept.<br>Building Dept. | |

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| 11. | Graded slopes shall be limited to a maximum steepness ratio of 2:1 (horizontal to vertical) unless otherwise approved by the City Engineer. | On-Going | Engineering Dept.<br>Building Dept. | |
| 12. | All paved off-street parking areas shall conform to Ordinance 457 base and paving design and inspection requirements. | On-Going | Public Works | |
| 13. | Grading in excess of 199 cubic yards will require performance security to be posted with the City. | On-Going | Engineering Dept. | |
| 14. | All retaining walls shall require a separate permit from the Building Department. | On-Going | Building Dept. | |
| 15. | 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 per the requirements of Riverside County Ordinance 457 (refer to dept. form 284-47). Landscape plans shall be approved prior to issuance of a grading permit and planting shall occur within 30 days of meeting final grades to minimize erosion and to ensure slope coverage prior to the rainy season. The Applicant shall plant & 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 | Engineering Dept. | |
| 16. | For commercial/industrial projects, the Applicant shall submit a Business Registration application to the City for approval. The Business Registration shall indicate that this business in required to submit a | On-Going | Engineering Dept. | |

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| | 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 Plot Plan. The 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. | | | |
| 17. | The Applicant shall provide all tenants/employees with educational materials regarding Best Management Practices for Storm Water Pollution Prevention. Educational materials are available on the Riverside County Flood Control and Water Conservation District's website. | On-Going | Engineering Dept. | |
| 18. | The Applicant/owner/tenant shall comply with all applicable laws and regulations regarding the proper disposal of waste materials generated from the business. | On-Going | Engineering Dept. | |
| 19. | 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 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, | On-Going | Engineering Dept. | |

| ATTACHMENT A – EXHIBIT 1<br>WILDOMAR CROSSINGS RETAIL CENTER PROJECT | | | |
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| **Applicant: Jim Rochelle, Mann Property Company - APN: 380-120-003 & 380-120-004** | | | |
| ~~Original City Council Approval Date -- May 9, 2018~~<br>~~EOT #1 Approval Date -- June 3, 2020~~<br>~~*EOT #2 Approval Date - June 7, 2023*~~<br>***EOT #3 Approval Date: March 19, 2025*** | ~~Original Plot Plan 16-0134 - Expiration Date -- May 9, 2020~~<br>~~EOT #1 Expiration Date -- May 9, 2023~~<br>~~*EOT #2 Expiration Date -- May 9, 2025*~~<br>***EOT #3 Expiration Date: May 9, 2026*** | | |
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| | uses and future plans within the right of way." The plans shall be attached to a City Encroachment Permit. | | | |
| 20. | The Applicant shall annex into the City's applicable Community Facility District and Landscape, Lighting and Maintenance District and pay all associated fees, as required by the City Engineer. | On-Going | Engineering Dept. | |
| 21. | 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 | On-Going | Engineering Dept. | |
| 22. | The Applicant shall design and construct all driveways in accordance with the City of Wildomar Improvement Standards. | On-Going | Engineering Dept. | |
| **Prior to the Issuance of Grading Permits** | | | | |
| 23. | Prior to issuance of a grading permit, the applicant shall submit a grading and erosion control plan *and on-site landscape/irrigation plans* for review and approval by the City Engineer. *(Revised by the City Council on 5/9/18)* | Prior to Issuance of a Grading Permit | Engineering Dept. | |
| 24. | 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 | Engineering Dept. | |

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| 25. | Prior to any grading, or construction activities within the drainage channel in Parcel A and Parcel 2, the Applicant shall obtain all required regulatory permits from the U. S. Army Corps of Engineers, California Department of Fish and Wildlife, and the Regional Water Quality Control Board. | Prior to Issuance of a Grading Permit | Engineering Dept. | |
| 26. | The Applicant 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. If grading activities become dormant for six months or more, additional geotechnical review of the findings and recommendations may be required at the direction of the City Engineer. | Prior to Issuance of a Grading Permit | Engineering Dept. | |
| 27. | Prior to issuance of a grading permit, the Applicant shall submit for approval by the City Engineer, a comprehensive drainage study and plan that includes, but is not limited to: definition and mapping of the existing watersheds; a detailed pre-and post-project hydrologic and hydraulic analysis with defined project impacts; definition of the local controlling 100-year frequency water levels existing and after project completion; 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, | Prior to Issuance of a Grading Permit | Engineering Dept. | |

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| | and duration in accordance with City of Wildomar's Hydrology Manual, Improvement Standards, and to the satisfaction of the City Engineer. | | | |
| 28. | 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. The Applicant shall confirm the watershed requirements relative to their project location. All storm water quality treatment devices shall be located outside of the ultimate public right of way. The Applicant shall design the storm water quality treatment devices to accommodate all project runoff, ensuring post-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 BMPs shall be consistent with the Final WQMP and installed to the satisfaction of the City Engineer. | Prior to Issuance of a Grading Permit | Engineering Dept. | |
| 29. | 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 Issuance of a Grading Permit | Engineering Dept. | |

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| | prior to acceptance of the Final WQMP, and shall be included in the Community Facilities District (CFD) maintenance costs. | | | |
| 30. | Prior to issuance of any grading or construction permits, the Applicant shall provide the City Engineer with evidence of compliance with N.P.D.E.S. (National Pollutant Discharge Elimination System) requirements to obtain a construction permit from the State Water Resource Control Board (SWRCB). The Applicant shall comply by submitting a "Notice of Intent" (NOI) and developing and implementing a Storm Water Pollution Prevention Plan (SWPPP). Additionally, Applicant shall comply with all adopted City of Wildomar ordinances and regulations specific to the N.P.D.E.S and reference the WDID number on all grading and improvement plans. | Prior to Issuance of a Grading Permit | Engineering Dept. | |
| 31. | Prior to issuance of a grading permit or mobilization of equipment on the site, the Applicant shall obtain a haul route permit for the hauling of material to and from the project site. A haul route plan shall be submitted for review and approval to include import/export locations, limitations of haul hours, number of loads per day and the posting of traffic control personnel at all approved entrances/exits onto public roads. In addition, if the import/export location was not previously approved through 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 Issuance of a Grading Permit | Engineering Dept. | |

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| 32. | The grading plan shall include mapping of the 100-year water level line within Parcel A. The proposed retaining walls shall be located sufficient distance away to avoid scouring. | Prior to Issuance of a Grading Permit | Engineering Dept. | |
| 33. | Any proposed property line walls shall be referenced on the grading plans with appropriate mitigation measures to avoid blocking historical drainage patterns. | Prior to Issuance of a Grading Permit | Engineering Dept. | |
| **Prior to Recordation of the Final Map (TPM 37311 has expired and new TPM is needed)** | | | | |
| 34. | The developer shall comply with the conditions of approval associated with Parcel Map 37311. Should the developer execute an Improvement Agreement and Security, improvement plans will be required prior to issuance of Building Permit and construction complete prior to first certificate of occupancy and the following conditions shall apply. | Prior to Map Recordation | Engineering Dept. | |
| 35. | The final map shall be submitted to and approved by the Planning Director and the City Engineer prior to scheduling the Final Map for approval by the City Council. | Prior to Map Recordation | Engineering Dept. | |
| 36. | Prior to recordation of the final map, the Planning Department shall determine if the deposit based fees for the project are in a negative balance, and receive the appropriate payment for any negative balance as well as any anticipated additional project-related expenses. | Prior to Map Recordation | Planning Dept. | |
| 37. | Prior to recordation of the final map, the improvement plans for the required public improvements must be prepared and shall be based upon a design profile extending ~~a minimum of~~ *approximately* 300 feet | Prior to Map Recordation | Engineering Dept. | |

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| | beyond the project boundaries at a grade and alignment as approved by the City Engineer. *(Revised by the City Council on 5/9/18)* | | | |
| 38. | The Applicant shall show all easements per the Title Report to the satisfaction of Public Works. Any conflict with existing easements resulting in the site being redesigned potentially requires a minor change or amendment approval by Planning Commission. | Prior to Map Recordation | Engineering Dept. | |
| 39. | Prior to or concurrently with the recordation of the final map, street vacation documents shall be processed for plan check and recordation for the portion of Clinton Keith Road that jogs around the outlet structure of the existing 72-inch culverts that cross under the road, as shown on the approved Tentative Parcel Map and to the satisfaction of the City Engineer. | Prior to Map Recordation | Engineering Dept. | |
| 40. | Prior to the recordation of the final map or issuance of the first building permit, the Applicant shall design and improve (or secure) Clinton Keith Road per the City of Wildomar Road Improvement Standards & Specifications, Improvement Plan Check Policies and Guidelines and to the satisfaction of the City Engineer. Interim striping will be determined at Improvement Plan submittal. Improvements shall be constructed across the project frontage and through the intersection with Stable Lane and shall include all required transitions on both ends of the project, including removing, replacing and adding signage and striping off site. | Prior to Map Recordation | Engineering Dept. | |

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| 41. | Project Street Improvement Plans for Clinton Keith Road shall include bike lanes per the City's Grand Avenue Bike Lane Phase I Capital Improvement Project, *in coordination with site improvements and* to the satisfaction of the City Engineer. *(Revised by the City Council on 5/9/18)* | Prior to Map Recordation | Engineering Dept | |
| 42. | Prior to the recordation of the final map or issuance of the first building permit, the Applicant shall design and improve (or secure) Stable Lanes Road, with a 20-ft paved section from centerline to curb face and a 10-ft parkway, per the City of Wildomar Road Improvement Standards & Specifications, Improvement Plan Check Policies and Guidelines and to the satisfaction of the City Engineer. Improvements may require off-site transitions to adequately facilitate the movement of traffic through the signalized intersection consistent with alignment plan in the approved TIA. | Prior to Map Recordation | Engineering Dept. | |
| 43. | Prior to recordation of the final map, a signing and striping plan shall be approved by the City Engineer. The signing striping plan shall establish "No Stopping Zones" along the project frontage. The project proponent shall be responsible for any additional paving and/or striping removal caused by the striping plan to the satisfaction of the City Engineer. | Prior to Map Recordation | Engineering Dept. | |
| 44. | Prior to recordation of the final map, Applicant shall submit a street light plan for approval by the City Engineer and install (or secure) street lights. Street lighting shall be designed and installed in accordance with the City of Wildomar Road Improvement Standards & Specification, | Prior to Map Recordation | Engineering Dept. | |

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| | Improvement Plan Check Policies and Guidelines, City Ordinances and to the satisfaction of the City Engineer. | | | |
| 45. | Prior to the recordation of the final map or issuance of the first building permit, the Applicant shall dedicate, acquire right-of-way, submit improvement plans for approval by the City Engineer and construct (or post sureties) for a traffic signal at the intersection Clinton Keith Road and Stable Lanes Road. | Prior to Map Recordation | Engineering Dept. | |
| 46. | Prior to recordation of the final map, all above-ground utilities, including but not limited to communication and power that are 33KV in size or less, shall be undergrounded (or securities posted) by the Applicant in accordance with City requirements. The undergrounding of utilities shall be reflected on the project improvement plans. | Prior to Map Recordation | Engineering Dept. | |
| 47. | The Applicant shall dedicate public utility easements where applicable for overhead and/or underground facilities and appurtenances to the satisfaction of the City Engineer. | Prior to Map Recordation | Engineering Dept. | |
| 48. | Prior to the recordation of the final map or issuance of the first building permit, the Applicant shall provide a reciprocal access and parking agreement between the parcels of this development to the satisfaction the Public Works and Planning Director's. A recorded copy of the agreement shall be submitted to the Planning Department within 30 days of map recordation. | Prior to Map Recordation | Planning & Engineering Departments | |

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| 49. | Prior to recordation of the final map or issuance of an encroachment permit, the Applicant shall submit to the City Engineer for approval, traffic control plans along Clinton Keith Road and Stable Lanes Road to ensure the continued flow of traffic during construction. | Prior to Map Recordation | Engineering Dept. | |
| 50. | Prior to recordation of the final map, the Applicant shall submit landscaping and irrigation plans and install (or secure) landscaping for work within the public right-of-way to the City for approval. These plans shall include water usage calculations, estimate of irrigation and the location of all existing trees that will remain. All plans and calculations shall be designed and calculated per the City of Wildomar Road Improvement Standards & Specification, Improvement Plan Check Policies and Guidelines, City Codes and to the satisfaction of the City Engineer. | Prior to Map Recordation | Engineering and Planning Dept. | |
| 51. | Prior to recordation of the final map, the Applicant shall submit plans for approval by the City Engineer and construct (or secure) public storm drain improvements as shown on the approved Plot Plan and Tentative Parcel Map. | Prior to Map Recordation | Engineering Dept. | |
| 52. | The City Engineer shall determine if certain flood control facilities will be maintained by Riverside County Flood Control District or the City of Wildomar. Prior to recordation of the final map, Applicant shall execute a maintenance agreement with the appropriate agency establishing terms and conditions for inspection, operation and maintenance of flood control facilities associated with this project. In addition, Applicant shall provide proof of 1) approval of drainage plans and reports by | Prior to Map Recordation | Engineering Dept. | |

| ATTACHMENT A – EXHIBIT 1<br>WILDOMAR CROSSINGS RETAIL CENTER PROJECT | | | |
|---|---|---|---|
| **Project No.: Plot Plan No. 16-0134 / Extension of Time #3 (PLN 25-0029)** | | | |
| **Applicant: Jim Rochelle, Mann Property Company - APN: 380-120-003 & 380-120-004** | | | |
| ~~Original City Council Approval Date -- May 9, 2018~~<br>~~EOT #1 Approval Date -- June 3, 2020~~<br>~~*EOT #2 Approval Date - June 7, 2023*~~<br>***EOT #3 Approval Date: March 19, 2025*** | ~~Original Plot Plan 16-0134 - Expiration Date -- May 9, 2020~~<br>~~EOT #1 Expiration Date -- May 9, 2023~~<br>~~*EOT #2 Expiration Date -- May 9, 2025*~~<br>***EOT #3 Expiration Date: May 9, 2026*** | | |
| **Conditions of Approval** | **Timing/ Implementation** | **Enforcement/ Monitoring** | **Verification (Date and Signature)** |
| | responsible agency, 2) proof of flood control facility bonds and 3) proof of required easements/ right-of-way conveyances. | | | |
| 53. | All flood control plans to be reviewed by the City or Riverside County Flood Control District shall be submitted though the City of Wildomar, unless otherwise directed by the City Engineer. Appropriate fees shall be paid to the reviewing agencies and flood control plans and reports shall be approved prior to recordation of the final map. | Prior to Map Recordation | Engineering Dept. | |
| 54. | Prior to the recordation of the final map, Covenants, Conditions, and Restrictions (CC&R's) or a Property Agreement shall be submitted to and approved by the City. The CC&R's/Property Agreement shall provide for the effective establishment, operation, management, use, repair and maintenance of all common areas, private drainage facilities, and facilities including but not limited to landscaping, parking areas, private roads, exterior of all buildings (if applicable), bio-infiltration basins and BMP's. | Prior to Map Recordation | Planning/ Engineering Departments and City Attorney | |
| **Prior to Issuance of Building Permits** | | | | |
| 55. | Prior to the issuance of the first building permit, the final map shall be recorded, rough grading, precise grading 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 | Building Dept.<br>Engineering Dept. | |
| 56. | Proposed retaining walls will require separate permits. The wall permits shall be obtained prior to the issuance of any building permits unless otherwise approved by the City Engineer. The walls shall be designed | Prior to Issuance of a Building Permit | Building Dept.<br>Engineering Dept. | |

| ATTACHMENT A – EXHIBIT 1<br>WILDOMAR CROSSINGS RETAIL CENTER PROJECT | | | |
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| **Conditions of Approval** | **Timing/ Implementation** | **Enforcement/ Monitoring** | **Verification (Date and Signature)** |
| | by a Registered Civil Engineer unless they conform to the City of Wildomar Standard Retaining Wall designs shown on the Building Department form 284-197. | | | |
| 57. | Prior to the issuance of the first building permit, the Applicant shall provide for maintenance responsibilities in the project CC&R's or execute a maintenance agreement with the City for storm water quality control treatment devices as required by the City Engineer. | Prior to Issuance of a Building Permit | Engineering Dept. | |
| 58. | 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.<br>Engineering Dept. | |
| 59. | 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.<br>Engineering Dept. | |
| 60. | The Applicant shall obtain the appropriate clearance letters for any sign(s) located within a public utility easement or private easement to the satisfaction of the City Engineer. | Prior to Issuance of a Building Permit | Public Works Dept. | |
| 61. | Prior to the issuance of a building permit, the Applicant shall pay the appropriate impact mitigation fee to the Riverside County Flood Control and Water Conservation District. | Prior to Issuance of a Building Permit | Engineering Dept. | |
| 62. | ~~Prior to the~~ *At* issuance of building permit, the applicant ~~shall~~ *may* 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 Development Impact Fees. *(Revised by the City Council on 5/9/18)* | Prior to Issuance of a Building Permit | Building Dept.<br>Engineering Dept. | |

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| **Conditions of Approval** | **Timing/ Implementation** | **Enforcement/ Monitoring** | **Verification (Date and Signature)** |
| **Prior to Building Occupancy, Final Inspection or Surety Release** | | | |
| 63. Prior to occupancy release, Applicant shall pay all outstanding fees, including but not limited to, plan check and inspection fees, development impact and mitigation fees to Riverside County Flood Control and Water Conservation District, fees associated with the Transportation Uniform Mitigation Fee (TUMF), Quimby (parkland in-lieu) Fee, and Development Impact Fees. | Prior to Occupancy Release | Engineering Dept. | |
| 64. Prior to occupancy release, Applicant shall install all public improvements required by these conditions of approval as shown on the approved improvement plans to the satisfaction of the City Engineer. | Prior to occupancy release | Engineering Dept. | |
| 65. Prior to occupancy release, the Applicant shall install 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 | Engineering Dept. | |
| 66. Prior to occupancy, the Applicant shall complete installation of the traffic signal with related signing and striping at the intersection Clinton Keith Road and Stable Lanes Road to the satisfaction of the City Engineer. | Prior to occupancy release | Engineering Dept. | |
| 67. Prior to occupancy, the Applicant shall install and/or replace street name signs at the intersection of Clinton Keith Road and Stable Lanes in accordance with the City of Wildomar Standard Details and per the approved Traffic Signal Plans. | Prior to occupancy release | Engineering Dept. | |

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| 68. | Electrical power, telephone, communication, street lighting, and cable television lines shall be designed and placed underground in accordance with ordinance 460 and 461, or as otherwise approved by the City Engineer. The Applicant is responsible for coordinating the work with the serving utility company. This also applies to existing overhead lines which are 33 kilovolts or less along the project frontage and between the nearest poles offsite in each direction of the project site. A disposition note describing the above shall be reflected on design improvement plans whenever those plans are required. A written proof for initiating the design and/or application of the relocation issued by the utility company shall be submitted to the City Engineer for verification purposes. | Prior to occupancy release | Engineering Dept. | |
| 69. | Prior to occupancy release, the Applicant shall install all landscaping and irrigation as required on the approved Landscaping and Irrigation Plan including to plant & 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. | Prior to occupancy release | Engineering Dept.<br>Planning Dept. | |
| 70. | 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 | Engineering Dept. | |

| ATTACHMENT A – EXHIBIT 1<br>WILDOMAR CROSSINGS RETAIL CENTER PROJECT | | | |
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| 71. Prior to occupancy or surety release, the Applicant shall construct the storm water quality treatment devices to accommodate all project runoff in accordance with the approved WQMP to the satisfaction of the City Engineer. | Prior to occupancy release | Engineering Dept. | |
| 72. Prior to occupancy release, the Applicant 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 | Engineering Dept.<br>Planning Dept. | |
| 73. 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 | Engineering Dept. | |
| 74. 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 | Engineering Dept. | |
| 75. Prior to occupancy release, the Applicant shall install “Only Rain in the Drain” decals on all catch basins and storm drain inlet facilities as required by the City Engineer. Decals can be obtained through the Public Works Department. | Prior to occupancy release | Engineering Dept. | |

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| **Conditions of Approval** | **Timing/ Implementation** | **Enforcement/ Monitoring** | **Verification (Date and Signature)** |
| **RIVERSIDE COUNTY FIRE DEPARTMENT** | | | |
| **General Conditions** | | | |
| 1. The Applicant shall comply with the following Riverside County Fire Department Conditions:<br>a) Fire hydrants and fire flow: Provide fire hydrant(s) capable of delivering a fire flow of 1,500 GPM at 20 PSI for 2 hrs. as required by California Fire Code and Riverside County Fire Department standards within 400 feet of all portions of all structures.<br>b) Water Plans: Prior to building plan approval and construction, Applicant/developer shall furnish two copies of the water system fire hydrant plans to Fire Department for review and approval. 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.<br>c) Water System Prior to Combustibles on Site: The water system shall be installed and accepted prior to bringing any combustibles on site.<br>d) Blue Dot Reflectors: Blue retro-reflective pavement markers shall be installed to indicate the location of fire hydrants.<br>e) 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 | On-Going | Riv. Co. Fire Department | |

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|---|---|---|---|---|
| | emergency fire vehicles. The Applicant or developer shall include in the building plans the required fire lanes and include the appropriate lane printing and/or signs.<br>f) All buildings or structures 3600 sq. ft. or larger require automatic fire sprinkler systems to be installed per NFPA 13.<br>g) All fire sprinkler systems, fixed fire suppression systems and alarm plans must be submitted separately for approval prior to construction. Contractors should contact the Office of the Fire Marshal for submittal requirements.<br>h) 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.<br>i) Knox Rapid Entry System: Gates shall be equipped with a Knox Rapid Entry System. Contact the Riverside County Fire Department for further information.<br>j) These conditions are preliminary; further review will occur upon receipt of building plans. Additional conditions may be necessary at that time. | | | |

*End*

# INITIAL STUDY FOR THE

## WILDOMAR CROSSING RETAIL CENTER PROJECT

(Planning Application 16-0134)

Lead Agency:

**CITY OF WILDOMAR**

23873 Clinton Keith Road, Suite 201

Wildomar, CA 92595

Prepared by:

**Albert A. Webb Associates**

3788 McCray Street

Riverside, CA 92506

January 31, 2017

## NOTICE OF AVAILABILITY FOR PUBLIC REVIEW OF AN INITIAL STUDY/MITIGATED NEGATIVE DECLARATION – WILDOMAR CROSSING RETAIL CENTER PROJECT

The City of Wildomar has prepared an Initial Study/Mitigated Negative Declaration (IS/MND) for the Wildomar Crossing Retail Center Project (PA No. 16-0134). The IS/MND and technical appendices will be available for public review/comment beginning on **January 31, 2018**. All IS/MND files and Appendices can be downloaded from the City of Wildomar Environmental Documents Center webpage at http://www.cityofwildomar.org/environmental-documents.asp. A printed/hard copy of the IS/MND document will also available for public review at the City of Wildomar Planning Department located at 23873 Clinton Keith Road, Suite 201, Wildomar, CA 92595 during regular business hours (8 a.m.–5 p.m., Monday through Thursday; closed Fridays).

The Project site is located northwesterly of Clinton Keith Road and Stable Lanes Road in the City of Wildomar, California on approximately 3.6 acres. The Assessor's Parcel Numbers (APN's) for the Project site are 380-120-003 and 380-120-004. The Project includes the following actions by the City of Wildomar:

1) **Change of Zone (CZ):** The Project requires approval of a Change of Zone from the existing zoning designation of R-R (Rural Residential) to C-1/C-P (General Commercial).
2) **Tentative Parcel Map (TPM No. 37311):** The Project requires a subdivision of approximately 3.6 acres into 5 lots (including 1 outfall lot) to accommodate the proposed Project. Storm and surface waters converge to discharge point located in the southwestern portion of the Project site referred to as the "outfall lot."
3) **Plot Plan (PP):** The Project requires approval of a Plot Plan to develop 3.6 acres with 4 commercial retail buildings ranging in size from 2,600 square feet to 10,000 square feet with associated parking and landscaping improvements for a total maximum square footage of 26,204 square feet, a 13,383 square foot outfall area, and roadway and drainage improvements.

The IS/MND identifies impacts that require mitigation in the following topic areas: biological resources, cultural resources, geology and soils, hazards/hazardous materials, and noise. Significant and unavoidable impacts and cumulatively considerable impacts have not been identified in any of the environmental issue areas. The Project is not located on any hazardous materials sites enumerated under California Government Code Section 65962.5.

In accordance with Sections 15072(a) and (b) of the CEQA Guidelines, this public notice is posted to officially notify the public, public agencies, and responsible and trustee agencies that the required 30-day public review/comment period will commence on **Wednesday, January 31, 2018 and conclude on Thursday, March 1, 2018.** Any written comments (via email or letter) on the IS/MND must be submitted no later than 5 P.M. on **March 1, 2018.** Written comments may be mailed to Matthew C. Bassi, Planning Director, City of Wildomar Planning Department, 23873 Clinton Keith Road, Suite 201, Wildomar, CA 92595. Email comments can be sent to mbassi@cityofwildomar.org. The Planning Commission is tentatively scheduled to review the IS/MND and proposed development project/applications at a special meeting on April 18, 2018.

Posted: January 30, 2018

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Appendix 2.0 – Development/Site/Architectural Plans

Appendix 3.0 – Air Quality Impact Analysis

Appendix 4.0A – General Biological Resources Assessment

Appendix 4.0B – Determination of Biologically Equivalent or Superior Preservation

Appendix 4.0C – Jurisdictional Delineation

Appendix 5.0A – Cultural Resources Survey Report

Appendix 5.0B – Paleontological Resources Memorandum

Appendix 5.0C – AB 52 Letters and Responses

Appendix 6.0A – Preliminary Geotechnical Investigation

Appendix 6.0B – Geotechnical Update Report

Appendix 7.0 – Greenhouse Gas Analysis

Appendix 8.0 – Phase 1 Environmental Site Assessment

Appendix 9.0A – Preliminary Drainage Study

Appendix 9.0B – Preliminary Water Quality Management Plan (SWS-B)

Appendix 10.0 – Noise Impact Analysis

Appendix 11.0 – Traffic Impact Analysis

Appendix 12.0 – Will Serve Letter

**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/environmental-documents.asp. 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 City Hall**
Planning Department
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595
Hours: Monday–Thursday, 8 a.m.–5 p.m. (Friday's By Appointment Only)

## I. INTRODUCTION AND PROJECT DESCRIPTION

### Purpose and Project Overview

This Initial Study evaluates the following:

1) Change of Zone (CZ): The Project requires approval of a Change of Zone from the existing zoning designation of R-R (Rural Residential) to General Commercial (C-1/C-P).

2) Tentative Parcel Map (TPM No. 37311): The Project requires a subdivision of approximately 3.6 acres into 5 lots (including 1 outfall lot) to accommodate the proposed Project. Storm and surface waters converge to discharge point located in the southwestern portion of the Project site referred to as the "outfall lot."

3) Plot Plan (PP): the Project requires approval of a Plot Plan to develop 3.6 acres with 4 commercial retail buildings ranging in size from 2,600 square feet to 10,000 square feet with associated parking and landscaping improvements for a total maximum square footage of 26,204 square feet, a 13,383 square foot outfall area, and roadway and drainage improvements.

The purpose of this Initial Study is to evaluate the potential environmental effects associated with construction and operation of the commercial development and to provide mitigation where necessary to avoid, minimize, or lessen those effects.

### Project Location

The proposed Wildomar Crossing Retail Project (Project) is located northwesterly of Clinton Keith Road and Stable Lanes Road in the City of Wildomar, California on approximately 3.6 acres as reflected in **Figure 1, Vicinity Map** and **Figure 2, Aerial Map**. The Project site is comprised of Assessor Parcel Numbers 380-120-003 and 380-120-004 and road right of way on Stable Lanes Road and Clinton Keith Road and is located in Section 1, Township 7 South, Range 4 West, of the San Bernardino Baseline and Meridian, identified on the Wildomar/Murrieta, California USGS 7.5 Quadrangle Map as reflected in **Figure 3, USGS Map**.

### Project Description

The proposed Project (**Figure 4, Site Plan**, **Figure 5, Elevations**, and **Figure 6, Tentative Parcel Map**) consists of a commercial retail center located on approximately 3.6 acres totaling 26,204 square feet of development consisting of a main building located in the northwesterly portion of the site, two pad buildings along Stable Lanes Road, one pad along Clinton Keith Road, four basins including a bio-filtration basin in the upland habitat near the southeast portion of the site (outfall area), and on-site parking. While individual hours of operation for each use will vary, the proposed retail development is anticipated to operate seven days a week between the hours of 6:00am to 1:00am. Loading facilities and areas dedicated for trash compaction, recycling and related functions will be located at the back of the buildings screened from public view.

There is an existing power pole on the northern side of Clinton Keith Road, adjacent to the Project site that will be removed and relocated underground. There is also an existing street light pole that will remain on Stable Lanes Road.

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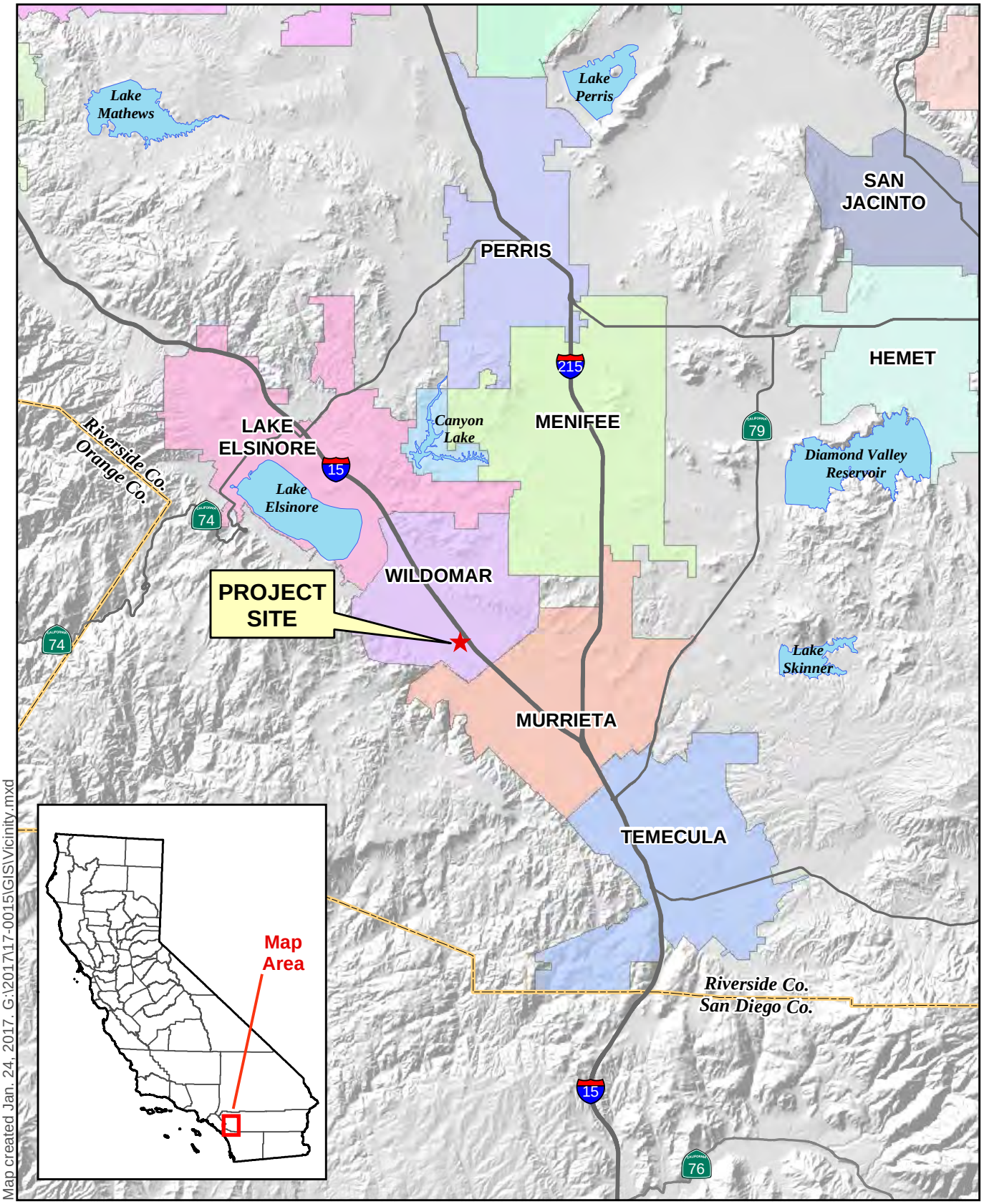


**Figure 1 – Vicinity Map**

Wildomar Crossing Retail Center

0 2 4 6 Miles

ALBERT A. WEBB ASSOCIATES

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G:\2017\17-0015\GIS\Aerial.mxd; Map revised 14 Aug 2017

Sources: Helix Environmental, 2016, Riverside Co. GIS, 2017; USDA NAIP, 2016.

0 500 1,000 Feet

**Figure 2 - Aerial Map**

Wildomar Crossing Retail Center

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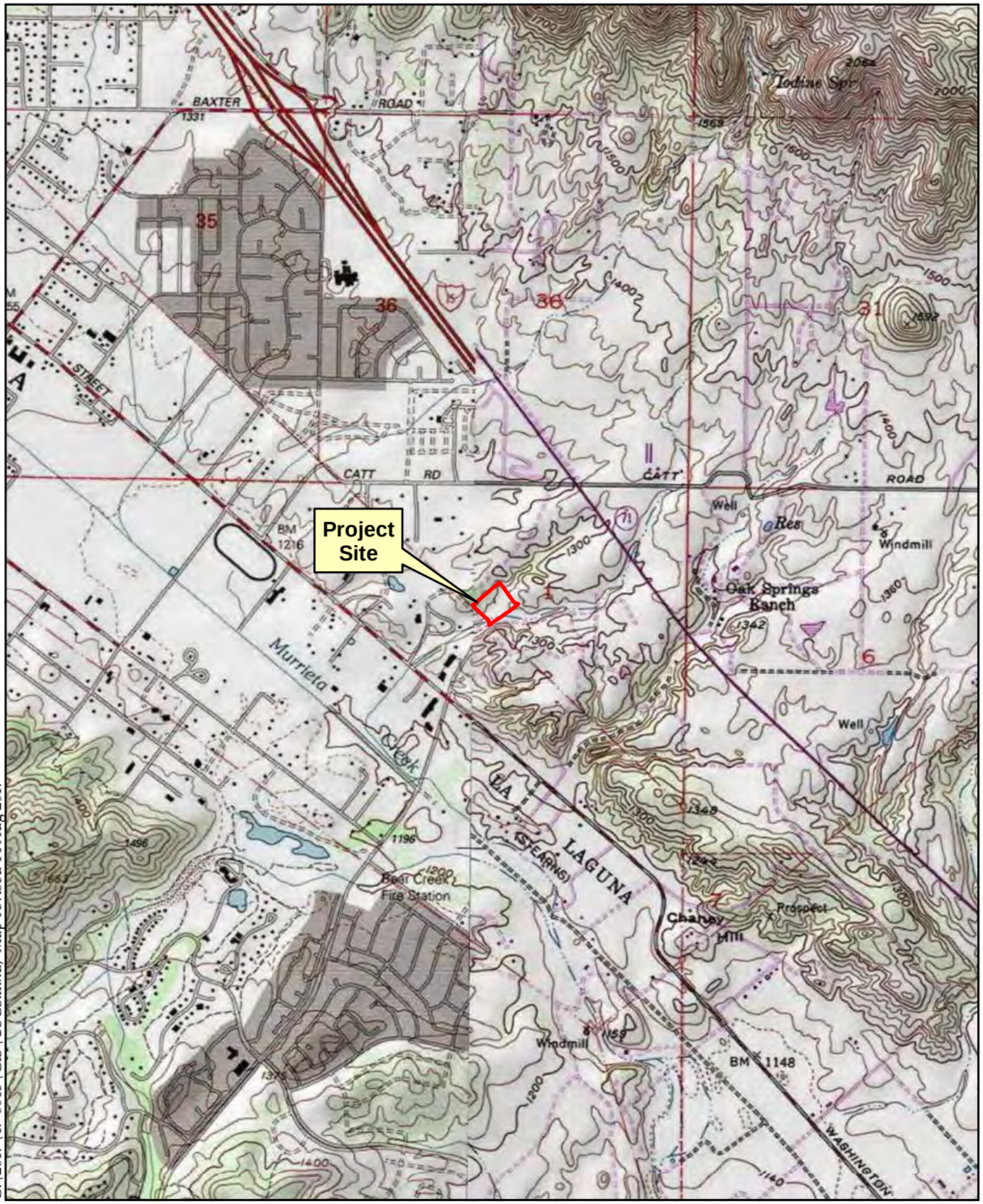


G:\2017\17-0015\GIS\USGS.mxd; Map revised 14 Aug 2017

Sources: ESRI / USGS 7.5min Quad
DRGs: WILDOMAR / MURRIETA

0 1,000 2,000 3,000 Feet

**Figure 3 - USGS Map**
Wildomar Crossing Retail Center

ALBERT A. WEBB ASSOCIATES

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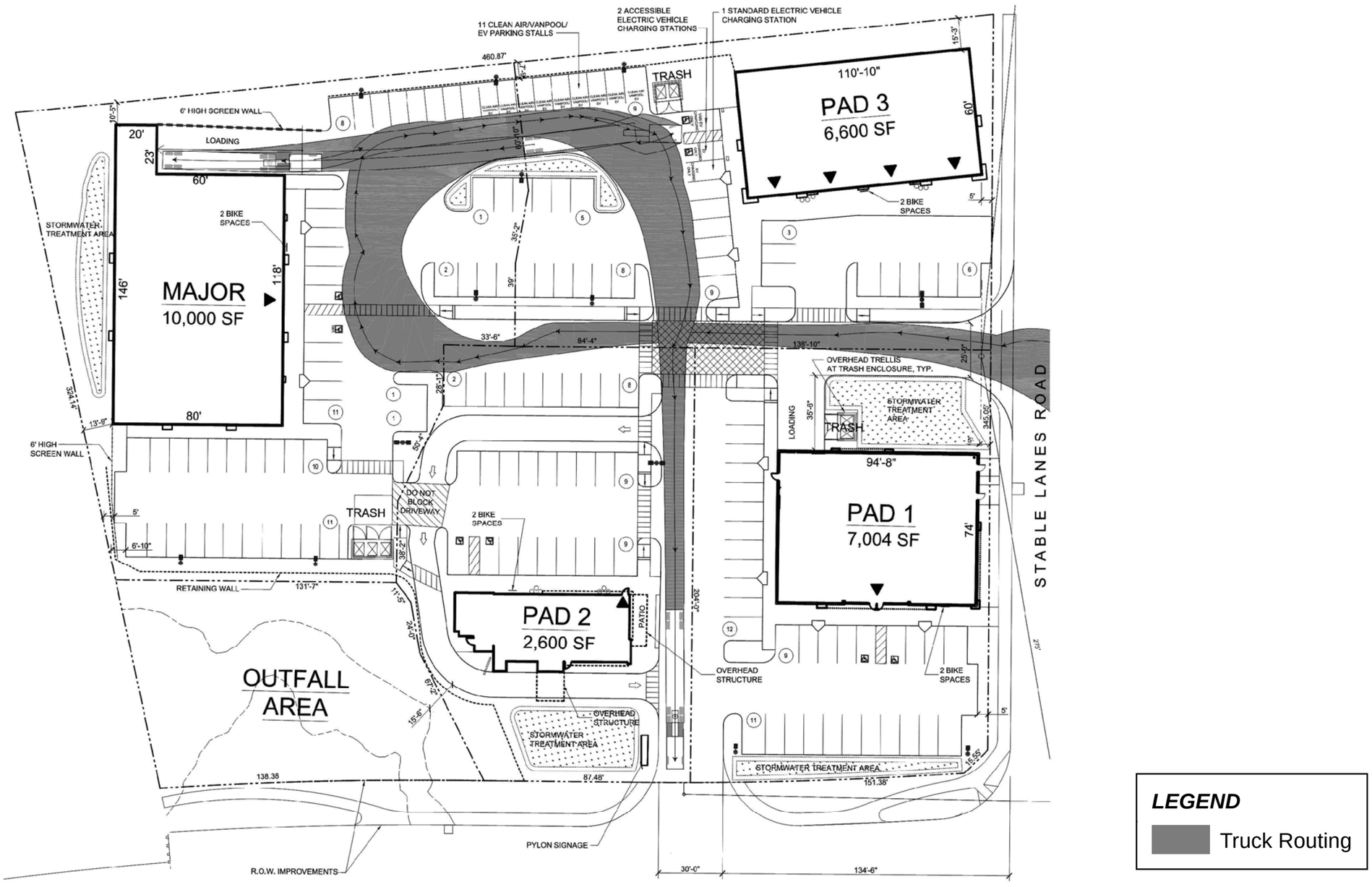


**LEGEND**

Truck Routing

G:\2017\17-0015\GIS\Site_Plan.mxd; Map revised 02 Jan 2018

Source: David Babcock + Associates, Jan. 2018

NOT TO SCALE

**Figure 4 - Site Plan**

Wildomar Crossing Retail Center

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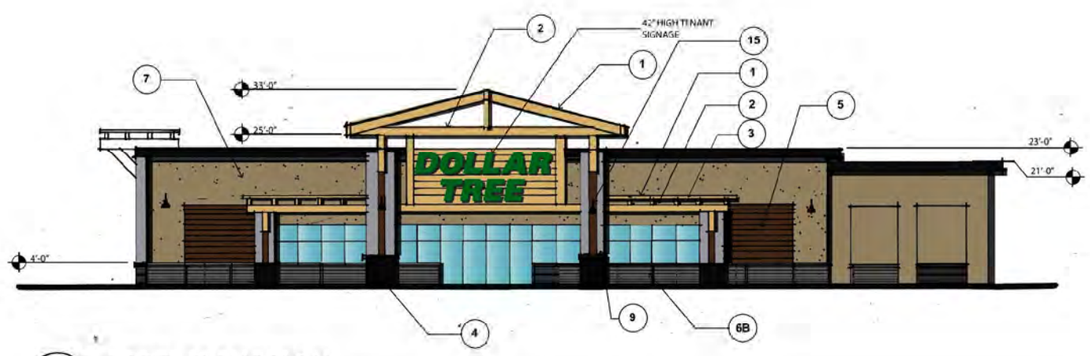
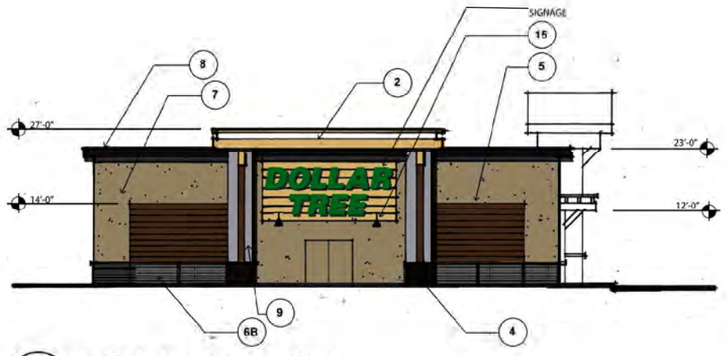
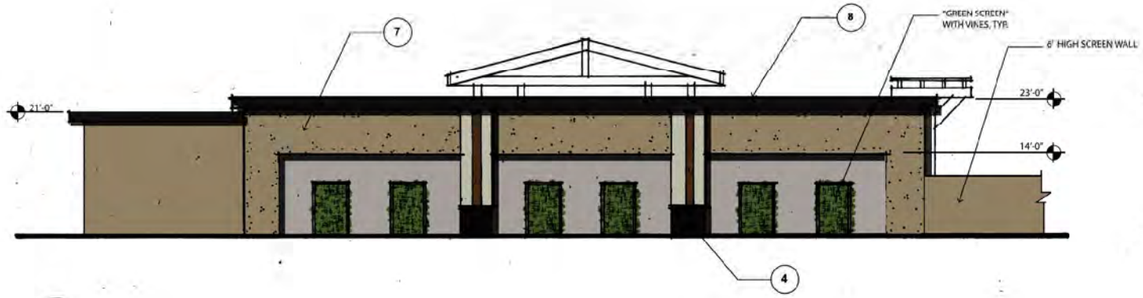


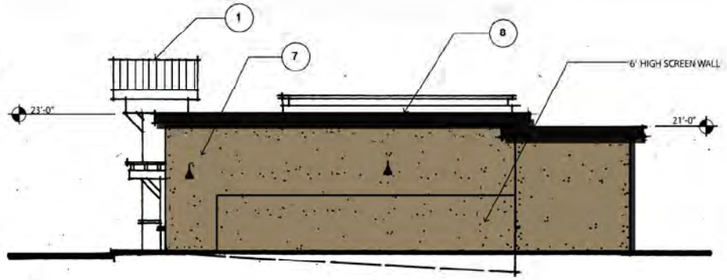

1 EAST ELEVATION




2 SOUTH ELEVATION




3 WEST ELEVATION




4 NORTH ELEVATION

MATERIALS LEGEND:
See Materials Board Sheet 15

| | | | |
|---|---|---|---|
| 1 | Standing Seam Metal Roofing | 9 | Column with Reveal |
| 2 | Heavy Timber/ Glu-Lam Beam | 10 | Not Used |
| 3 | 4x Canopy Framing | 11 | Not Used |
| 4 | Concrete Base with Cap | 12 | Not Used |
| 5 | Composite Wood Material | 13 | Not Used |
| 6B | Tile Base | 14 | Not Used |
| 7 | Stucco Color 'A' | 15 | Wall Light |
| 8 | Parapet Cap | 16 | Not Used |
| | | 17 | Not Used |




KEY MAP

G:\2017\17-0015\GIS\Elevations_a.mxd; Map modified 02 Jan 2018

Source: David Babcock + Associates, Jan. 2018

**Figure 5a - Elevations**
Wildomar Crossing Retail Center

NOT TO SCALE

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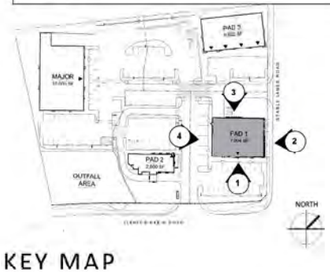
1. Standing seam metal roofing - Color: Medium Bronze — 1
2. Parapet cap Color : Medium Bronze
3. Stucco Finish Color : KM British Khaki — 7
4. Cast in Place Concrete base with matching cap. Smooth Trowel finish. Color: Davis Dark Gray (Carbon 8084) — 16
5. 12 x 12 Multi Color Tile
6. Aluminum storefront - Color: red
7. Storefront Doors - Alum. finish
8. Man Door - Pt. Frames and Doors: KM British Khaki — 7
9. Overhead Door - factory gray finish. Paint frames KM British Khaki — 7
10. Pt. wall vents to match wall color
11. Wall mounted light fixture — 15
12. Pipe Guards w/ plastic sleeve - Color: Red
13. Western Red cedar: Natural Stain finish
14. 12" Tall white letters for address on contrasting back ground
15. 42" Channel letters stacked
16. HVAC units screened by parapets
17. Western Red Cedar trellis work. Natural stain finish
18. 42" channel letters
19. Nichiha Fiber cement siding. Vintage wood: Color Bark — 5
20. Decorative metal trellis - color: KM Frontier Shingle
21. Clerestory windows with clear glazing - frames to match storefront
22. Faux windows with black opaque glazing - frames to match storefront
23. Stucco Finish on Column. Column color: KM Fitzgerald Smoke, reveal KM Frontier Shingle — 9
24. Stucco Finish, color: KM Fitzgerald Smoke — 10

MATERIALS LEGEND:
See Materials Board Sheet 15

| | | | |
|---|---|---|---|
| 1 | Standing Seam Metal Roofing | 9 | Column with Reveal |
| 2 | Not Used | 10 | Stucco Color 'B' |
| 3 | Not Used | 11 | Not Used |
| 4 | Not Used | 12 | Not Used |
| 5 | Fiber Cement Siding | 13 | Not Used |
| 6 | Not Used | 14 | Not Used |
| 7 | Stucco Color 'A' | 15 | Wall Light |
| 8 | Not Used | 16 | Cast in Place Concrete |
| | | 17 | Not Used |




KEY MAP

G:\2017\17-0015\GIS\Elevations_b.mxd; Map revised 02 Jan 2018

Source: David Babcock + Associates, Jan. 2018

**Figure 5b - Elevations**
Wildomar Crossing Retail Center

NOT TO SCALE

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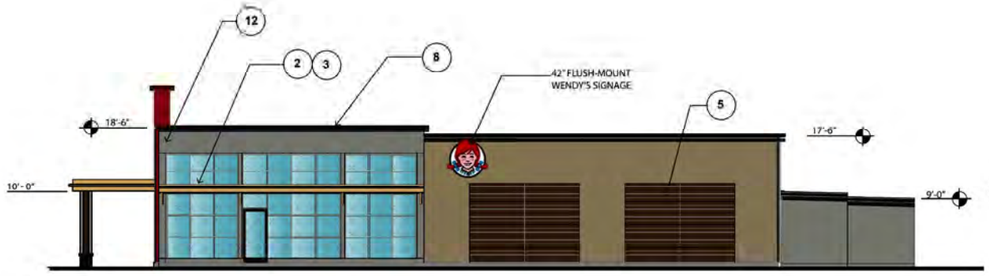
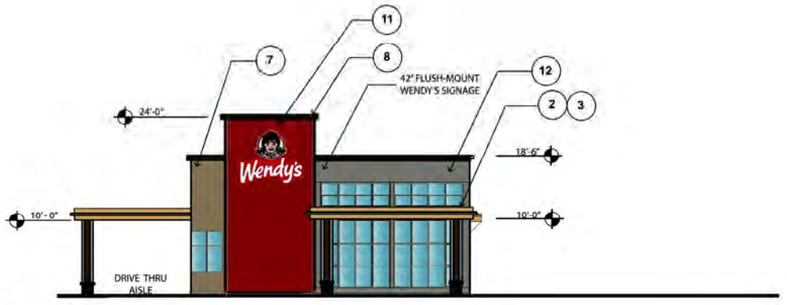


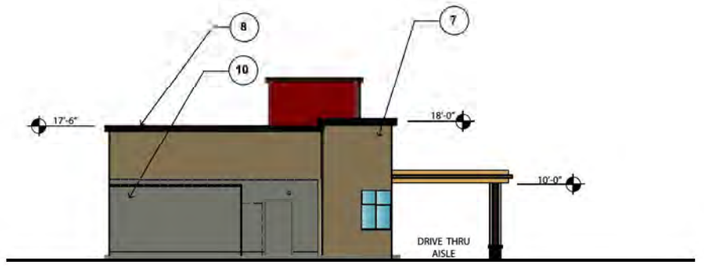

1 NORTH ELEVATION




2 EAST ELEVATION




3 SOUTH ELEVATION




4 WEST ELEVATION

MATERIALS LEGEND:
See Materials Board Sheet 15

1. Not Used
2. Heavy Timber/ Glu-Lam Beam
3. 4x Canopy Framing
4. Not Used
5. Composite Wood Material
6. Not Used
7. Stucco Finish 'A'
8. Parapet Cap
9. Not Used
10. Stucco Finish 'B'
11. Stucco Finish 'C'
12. AMC Match Store Front
13. Not Used
14. Not Used
15. Wall Light
16. Not Used
17. Not Used




KEY MAP

G:\2017\17-0015\GIS\Elevations_c.mxd; Map revised 02 Jan 2018

Source: David Babcock + Associates, Jan. 2018

**Figure 5c - Elevations**
Wildomar Crossing Retail Center

NOT TO SCALE

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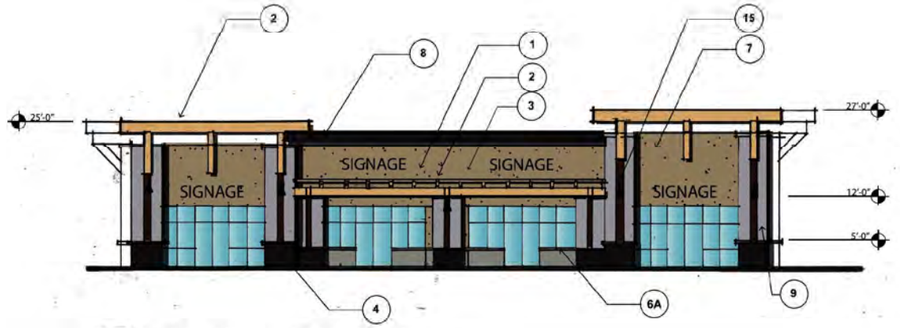
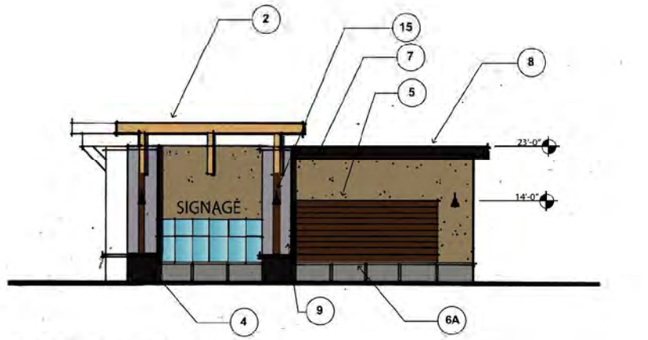
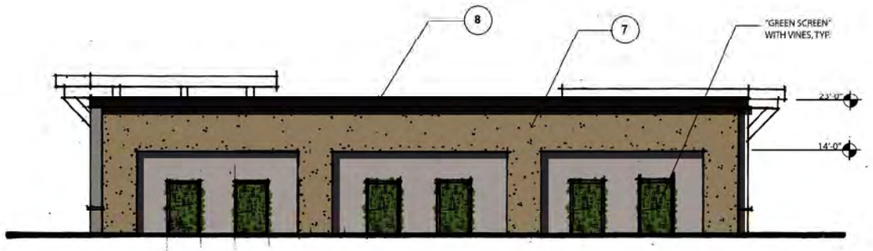


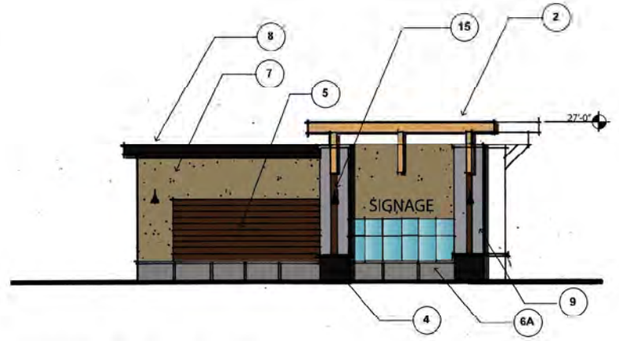

1 SOUTH ELEVATION




2 EAST ELEVATION



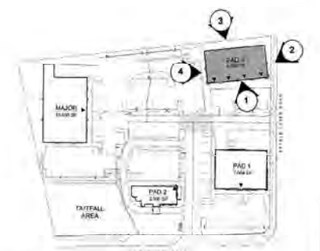

3 NORTH ELEVATION




4 WEST ELEVATION

MATERIALS LEGEND:
See Materials Board Sheet 15

| | | | |
|---|---|---|---|
| 1 | Standing Seam Metal Roofing | 9 | Column with Reveal |
| 2 | Heavy Timber/ Glu-Lam Beam | 10 | Not Used |
| 3 | 4x Canopy Framing | 11 | Not Used |
| 4 | Concrete Base with Cap | 12 | Not Used |
| 5 | Composite Wood Material | 13 | Not Used |
| 6A | Tile Base | 14 | Not Used |
| 7 | Stucco Color 'A' | 15 | Wall Light |
| 8 | Parapet Cap | 16 | Not Used |
| | | 17 | Not Used |




KEY MAP

G:\2017\17-0015\GIS\Elevations_d.mxd; Map revised 03 Jan 2018

Source: David Babcock + Associates, Jan. 2018

**Figure 5d - Elevations**
Wildomar Crossing Retail Center

NOT TO SCALE

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**LEGEND**

- PROPERTY LINE
- WATER LINE
- SEWER LINE
- STORM DRAIN LINE
- STORM DRAIN HEADWALL
- PUBLIC SEWER MANHOLE
- PRIVATE SEWER CLEANOUT
- STORM DRAIN INLET
- RETAINING WALL
- BIOFILTRATION BASIN

G:\2017\17-0015\GIS\TPM.mxd; Map revised 03 Jan 2018

Source: SWS Engineering, Nov. 2017

NOT TO SCALE

**Figure 6 - Tentative Parcel Map**

Wildomar Crossing Retail Center

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Site Development

The Project site is approximately 3.6 acres. It is anticipated that the entire site will be graded to accommodate the proposed development and may result in an estimated 4,000 cubic yards of import.

Roadway Access and Parking

Site access will occur at two locations via Clinton Keith Road and Stable Lanes Road. The development will include a 145 car parking stalls, eight (8) ADA compliant parking stalls (2-van accessible and 6 standard), eleven (11) electric vehicle parking stalls, and eight (8) bicycle parking spaces. Additionally, the site will include three electric vehicle charging stations (1-van accessible, 1-standard accessible, and 1-standard electric vehicle charging station). Stable Lanes Road, improved and paved, is classified as a Local Roadway, while Clinton Keith Road has been constructed and is classified as an Urban Arterial Highway. Improvements adjacent to the Project site will be required for both Clinton Keith Road and Stable Lanes Road as part of the Project which include removal of existing median at the intersection of Clinton Keith Road and Stable Lanes, and construction of a new median nose on Clinton Keith Road along the Project frontage to connect to the existing median.

Off-Site Street Improvements

Except for the relocation of an existing power pole to be placed underground on the norther side of Clinton Keith Road adjacent to the Project site, no off-site improvements are proposed as a part of this Project.

Water

The proposed Project will receive potable water from the Elsinore Valley Municipal Water District (EVMWD). There is an existing 36-inch and 12-inch water line in Clinton Keith Road, and an 8-inch water line in Stable Lanes Road. Connection to the EVMWD water supply would occur through two 8-inch lateral connections in Stable Lanes Road.

Sewer

The proposed Project will receive wastewater service from the EVMWD. There is an existing 12-inch sewer line in Clinton Keith Road. Connection to the EVMWD wastewater system would occur via an 8-inch lateral to Clinton Keith Road and with construction of a new 174 linear foot 12-inch public sewer main in Clinton Keith Road to connect to the existing 12-inch mainline to the northwest of the Project site.

Storm Water Improvements

There is an existing culvert and 48-inch Reinforced Concrete Pipe (RCP) that crosses Stable Lanes Road. The Project will construct an extension of the 48-inch RCP pipe through the Project site to the existing natural drainage area (outfall area) at the southwest corner of the Project site. The Project proposes four biofiltration basins on the site. Each basin is a separate drainage management area (DMA). These basins will be used to treat the impermeable area runoff of the Project site and will provide storm water treatment and hydromodification controls for the Project site. A bio-filtration basin will be constructed in the upland habitat near the southeastern portion of the site (outfall area) and will have the functions of water storage, groundwater recharge, removal of dissolved substances, and wildlife habitat. One basin is proposed to be constructed adjacent to Clinton Keith Road on the eastern side of the outfall pipe outside of the existing riparian/riverine habitat. Another basin will be constructed at the Stable Lanes Road culvert and a third linear basin will be constructed adjacent to Clinton Keith Road near Stable Lanes Road. The

basins will provide the functions of temporary water storage and ground water recharge and will be maintained to allow them to function properly.

There is also an existing 72-inch corrugated metal pipe (CMP) that crosses Clinton Keith Road and existing storm drain culverts on the southern side of the outfall area which are to remain. The Project will drain to various biofiltration basins on the site as well as to the outfall area in the southwestern corner of the site. The existing 72-inch CMP and storm drain culvert located in the outfall area will be relocated to the southeastern most portion of the outfall area to convey flows from the outfall area to the existing 72-inch CMP that crosses Clinton Keith Road. The Project will provide connection by vacating approximately 1,300 sf of right-of-way and providing storm drain connection to the 72-inch CMP by replacing the existing culvert.

## II. EXISTING CONDITIONS

### Regulatory Setting

The City of Wildomar General Plan land use designation for the Project site is Commercial Retail (CR), which allows for the development of commercial retail uses at a neighborhood community and regional level, as well as for professional office and tourist-oriented commercial uses.

The General Plan land use designations of the properties surrounding and immediately adjacent to the Project site are Commercial Retail (CR) to the northeast, Commercial Retail (CR) to the southeast, Commercial Retail (CR) to the southwest, and Medium Density Residential (MDR) to the north and northwest. (**Figure 7, General Plan Land Use Designations)**.

The properties surrounding and immediately adjacent to the Project site are zoned Rural Residential (R-R) and Scenic Highway Commercial (C-P-S) to the northeast, General Commercial (C-1/C-P) to the southeast, Residential (R-1) to the northwest, and General Commercial (C-1/C-P) to the southwest. The Project site is currently zoned Rural Residential (R-R) as reflected in **Figure 8, Zoning Districts** and **Figure 9, Existing Zoning**. Thus, the Project requires approval of a Change of Zone to change the zoning map from the existing zoning of Rural Residential (R-R) to General Commercial (C-1/C-P) on the approximate 3.6-acre site (See **Figure 10, Proposed Zoning**). The R-R zone allows the development of one-family dwellings on a minimum of one-half acre per Wildomar Municipal Code Section 17.16, which includes a complete list of uses permitted and conditionally permitted in the zoning district. The C-1/C-P zone allows for the development of general commercial uses per Wildomar Municipal Code Section 17.72, which includes a complete list of uses permitted and conditionally permitted in the zoning district. Zoning for the adjacent properties includes R-R (Rural Residential) to the northeast that permits the uses listed in the Wildomar Municipal Code Section 17.16, C-1/C-P (General Commercial) uses to the southeast and southwest of the site, and R-1 uses northwest of the Project site which permit the uses listed in the City's Code section 17.72.

### Physical Setting

The Project site is undeveloped/vacant but highly disturbed (**See Site Photos 1-6**). The Project site is currently comprised of southern willow scrub, coast live oak woodland, Riversidean sage scrub, non-native grassland (including *Rumex* dominated), and Eucalyptus woodland. Some developed land exists on site, where permanent structures and/or pavement have been placed, preventing the growth of vegetation, or where landscaping is clearly tended and maintained. Developed land on the property consists of the recently improved Stable Lanes Road, a portion of Clinton Keith Road, and the slope adjacent to the Clinton Keith Road that was recently impacted from improvements to the road. Rip-rap occurs at the

storm drain outlets and is also considered to be an unvegetated jurisdictional habitat. The entire Project study area is within the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) but is not located within a Criteria Cell or Cell Group that may require specific conservation areas.

The topography of the Project site is comprised of gentle to moderate sloping and drains south-southwest into a natural drainage which traverses southwesterly through the southwest corner of the site. Elevations range from 1,550 above mean sea level (amsl) along the southern portion of the site to approximately 1,600 amsl feet along the northern portion of the property.

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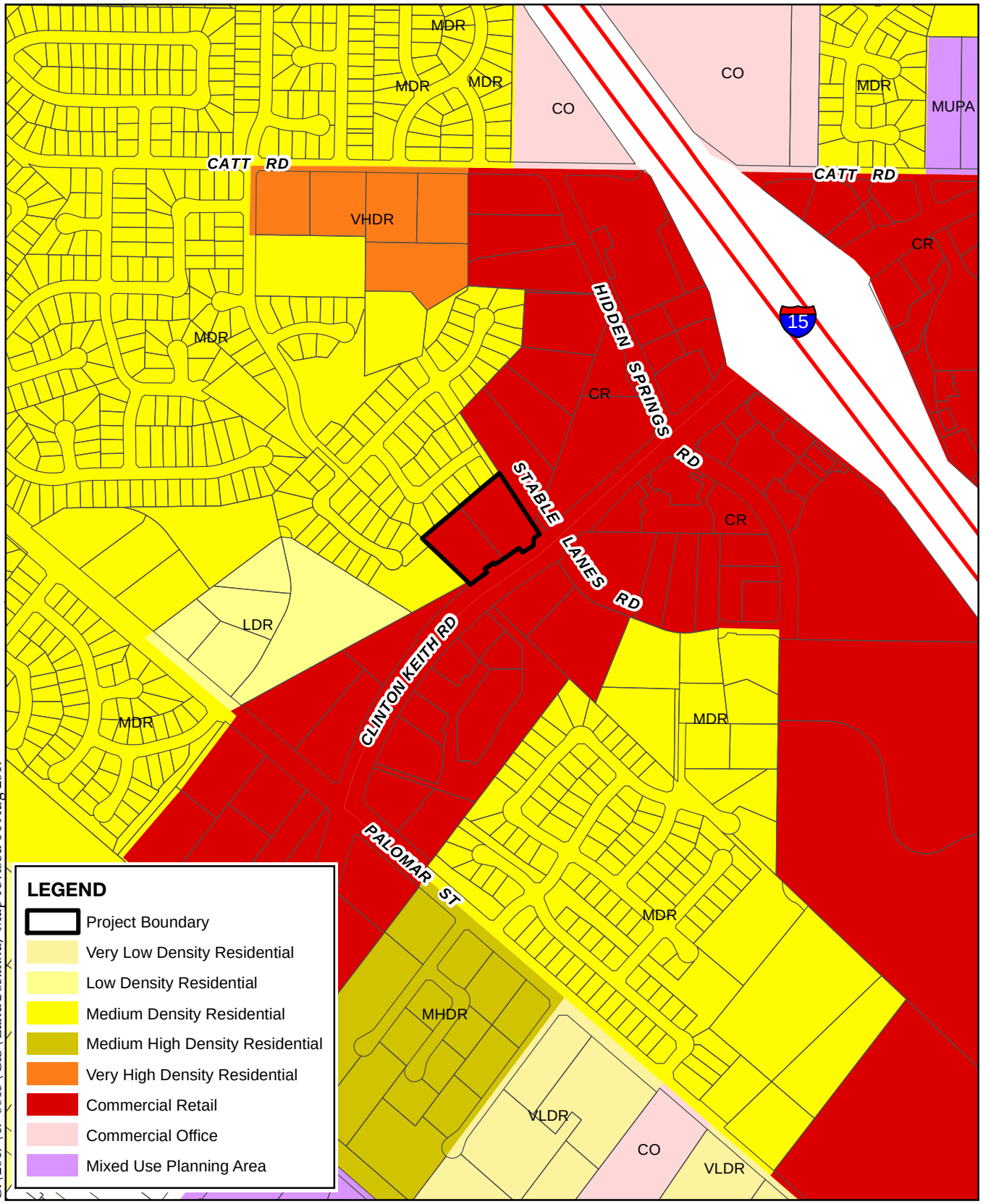


G:\2017\17-0015\GIS\LandUse.mxd; Map revised 14 Aug 2017

Sources: City of Wildomar, 2016;
Riverside Co. GIS, 2017

0 500 1,000 1,500 Feet

**Figure 7 - General Plan Land Use Desginations**

Wildomar Crossing Retail Center

ALBERT A. WEBB ASSOCIATES

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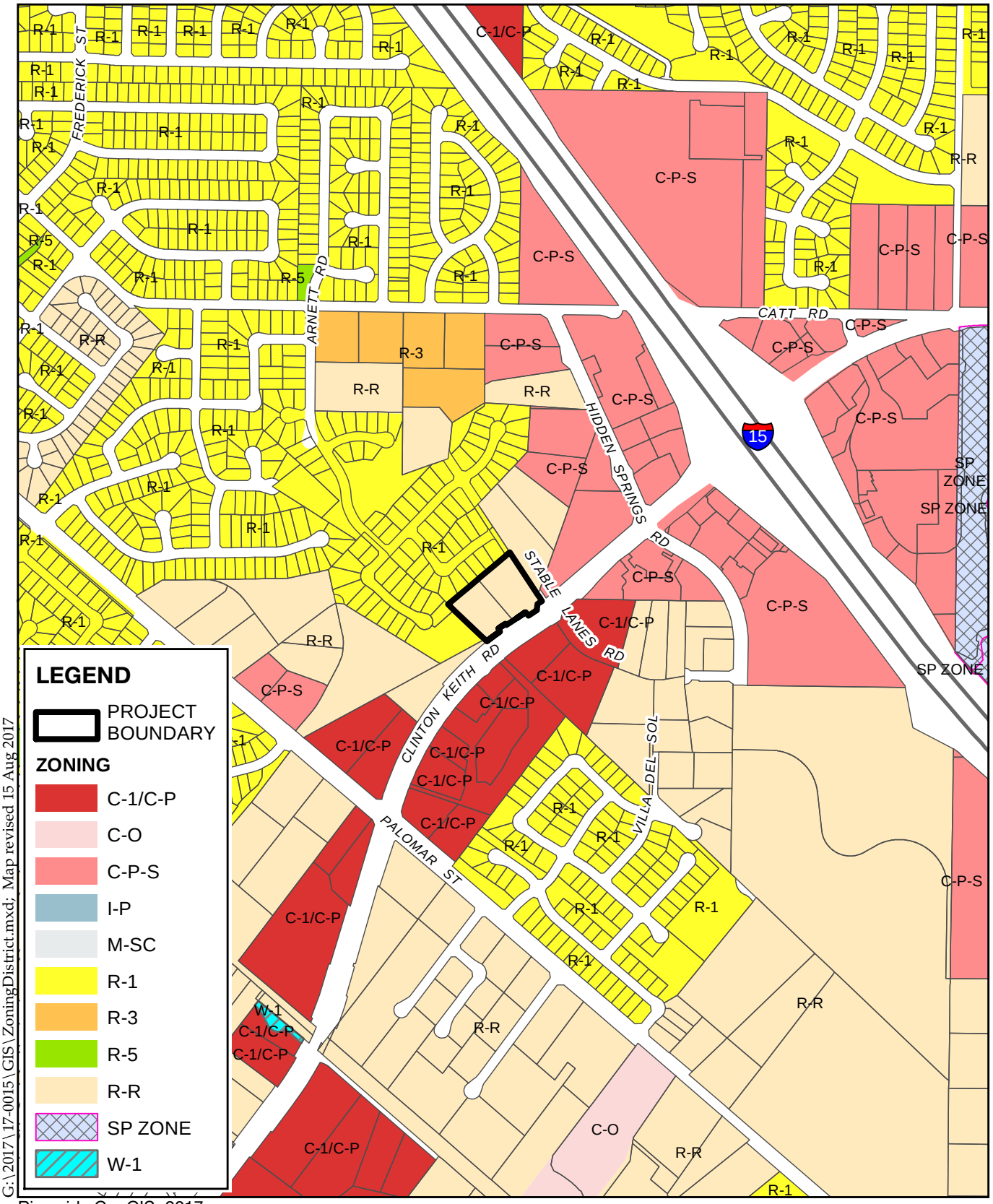


G:\2017\17-0015\GIS\ZoningDistrict.mxd; Map revised 15 Aug 2017

Riverside Co. GIS, 2017

**Figure 8 - Zoning Districts**

Wildomar Crossing Retail Center

ALBERT A. WEBB ASSOCIATES

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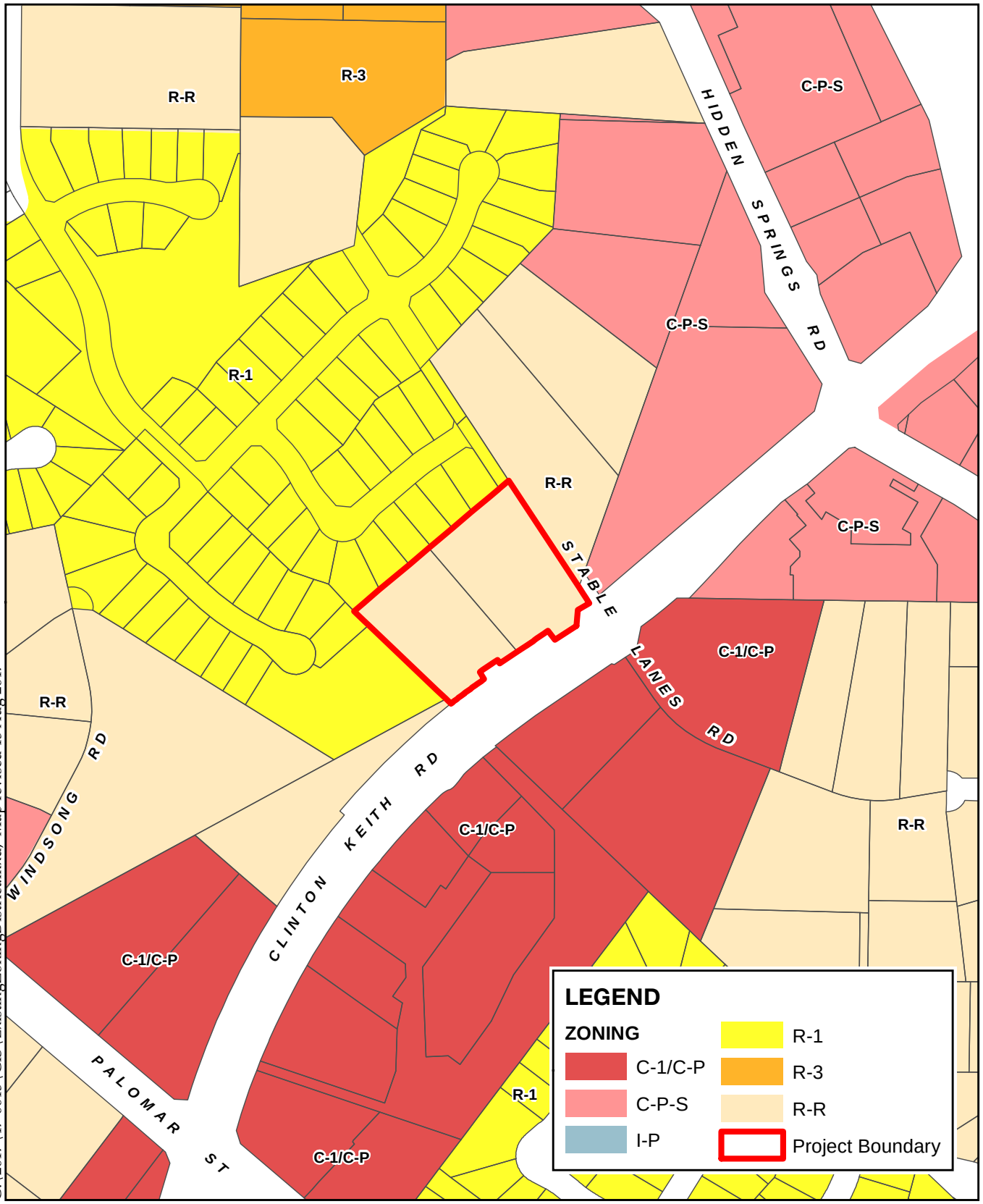


G:\2017\17-0015\GIS\ExistingZoningDistrict.mxd; Map revised 15 Aug 2017

Sources: City of Wildomar 2016;
Riverside Co. GIS, 2017

0 500 1,000 Feet

**Figure 9 - Existing Zone District**

Wildomar Crossing Retail Center

ALBERT A. WEBB ASSOCIATES

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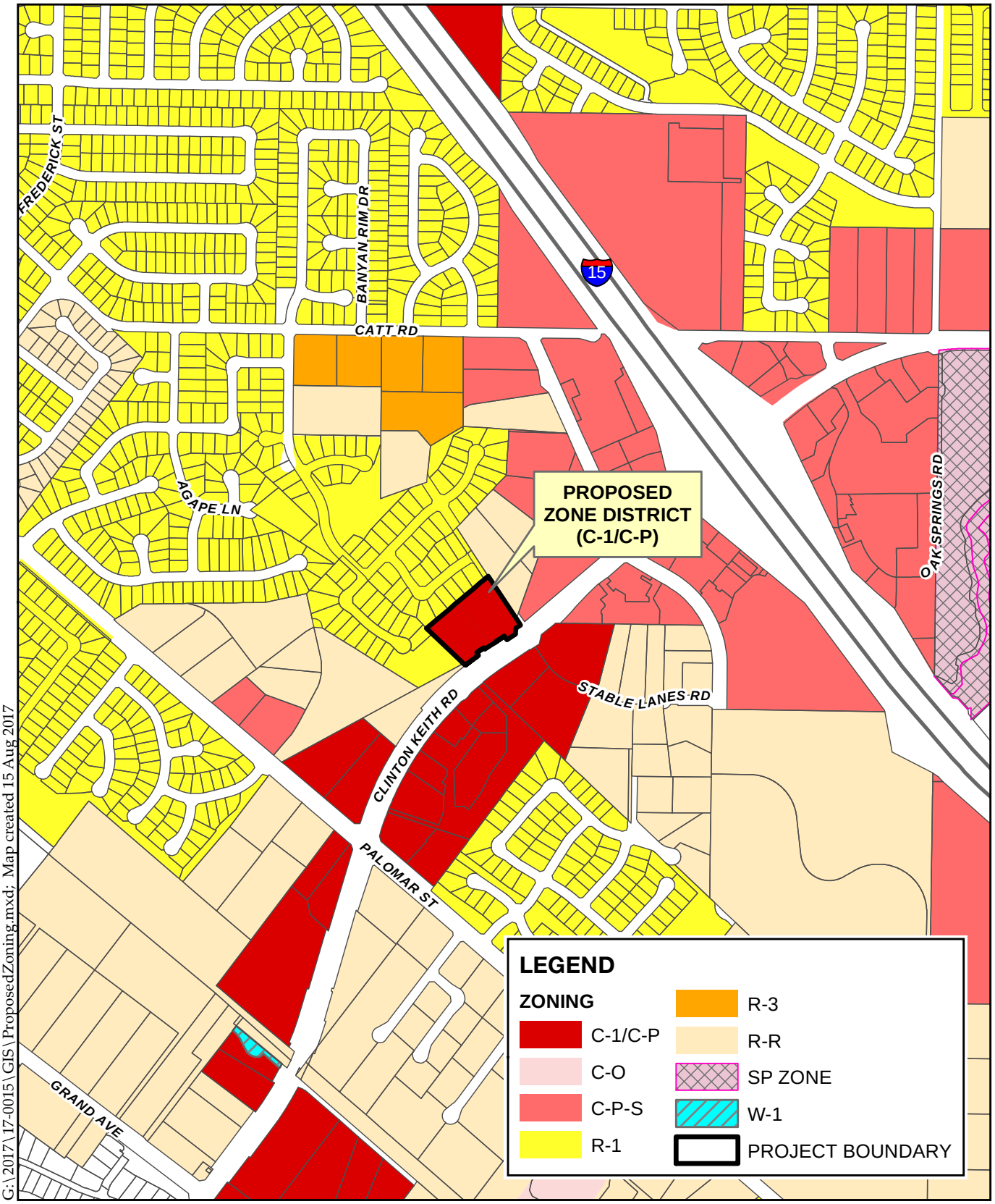


G:\2017\17-0015\GIS\ProposedZoning.mxd; Map created 15 Aug 2017

Sources: City of Wildomar, 2016;
Riverside Co. GIS, 2017

0 500 1,000 1,500 Feet

**Figure 10 - Proposed Zone District**

Wildomar Crossing Retail Center

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Source: Helix-A

Photo 1 – Concrete drainage on east side of the project site.




Source: Helix-A

Photo 2 – Southwest corner of the project site. A drainage exists with riparian trees.

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Source: Helix-A

Photo 3 – Northeast corner of project site, facing west.




Source: Helix-A

Photo 4 – Southeast corner of project site, facing north.

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Source: Helix-A

Photo 5 – Southeast corner of project site, facing west.




Source: Helix-A

Photo 4 – Southwest corner of project site, facing northeast.

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## III. ENVIRONMENTAL CHECKLIST FORM

### A. Background

**1. Project Title:** Wildomar Crossing Retail Center Project (16-0134)

**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 northwesterly of Clinton Keith Road and Stable Lanes Road in the City of Wildomar, California (see **Figure 1** and **Figure 2**). The assessor's parcel number (APN) is380-120-003 and 380-120-004.

**5. Project Sponsor's Name and Address:**

Mann Property Company, P.O. Box 77564, San Francisco, CA 94107

**6. General Plan Designation:** Commercial Retail (CR)

**7. Zoning:** Rural Residential (R-R)

**8. Description of Project:**

Request for approval of a Change of Zone to change the zoning map from the existing zoning of R-R (Rural Residential) to C-1/C-P (General Commercial) on the approximate 3.6-acre site; approval of Tentative Parcel Map No. 37311 requiring the subdivision of approximately 3.6 acres into 5 parcels to accommodate the proposed Project; and approval of a Plot Plan to develop approximately 3.6 acres with 4 commercial retail buildings ranging from 2,600 square feet to 10,000 square feet with associated parking and landscaping for a total maximum square footage of 26,204 square feet, a 14,492 square foot outfall area, and roadway and drainage improvements.

**9. Surrounding Land Uses and Setting:**

| ADJACENT LAND USE, GENERAL PLAN AND ZONING | | | |
|---|---|---|---|
| **Location** | **Current Land Use** | **General Plan Land Use Designation** | **Zoning Designation** |
| Northeasterly | Vacant | CR (Commercial Retail) | R-R (Rural Residential)<br>C-P-S (Scenic Highway Commercial) |
| Southeasterly | Commercial | CR (Commercial Retail) | C-1/C-P (General Commercial) |
| Northwesterly | Residential/Vacant | MDR (Medium Density Residential) | R-1 (Residential) |
| Southwesterly | Vacant/ Commercial | CR (Commercial Retail) | C-1/C-P (General Commercial) |

**10. Other Public Agencies Whose Approval Is Required:**

- Army Corps of Engineers
- California Department of Fish and Wildlife
- Regional Water Quality Control Board
- US Fish and Wildlife Service

**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 | ☐ Greenhouse Gas Emissions | ☐ Population and Housing |
| ☐ Agricultural Resources | ☒ Hazards/Hazardous Materials | ☐ Public Services |
| ☐ Air Quality | ☐ Hydrology and Water Quality | ☐ Recreation |
| ☒ Biological Resources | ☐ Land Use and Planning | ☐ Transportation/Traffic |
| ☒ Cultural Resources | ☐ Mineral Resources | ☐ Utilities and Service Systems |
| ☒ Geology and Soils | ☒ Noise | ☒ Mandatory Findings of Significance |

## C. DETERMINATION

On the basis of this initial evaluation:

☐ I find that the proposed Project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☒ I find that although the proposed Project could have a significant effect on the environment, there will not be a significant effect in this case because of the incorporated mitigation measures and revisions in the Project have been made by or agreed to by the Project proponent. **A MITIGATED NEGATIVE DECLARATION will be prepared.**

☐ I find that the proposed Project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed Project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed Project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed Project, nothing further is required.

**City Representative**

Matthew C. Bassi, Planning Director — January 31, 2018 (Date)

**Applicant**

Pursuant to Section 15070(b)(1) of the California Environmental Quality Act , as the Project applicant, I agree to revisions of the Project plans or proposals as described in this Initial Study/Mitigated Negative Declaration to avoid or reduce environmental impacts of my Project to a less than significant level.

Jim Roachelle, Applicant — January 31, 2018 (Date)

## IV. 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 360 degree views of mountain ridgelines. As shown in **Appendix 2.0**, the proposed structures would have a maximum height of 33 feet which may alter existing views from the Project site and immediate vicinity of the distant mountains by placing multiple structures on the Project site. However, the proposed development would be consistent with the urbanizing character of the surrounding area and would complement the existing and planned residential and commercial development on adjacent properties. Commercial development in the City of Murrieta occurs to the east, west, and south and single family residential development borders the northern portion of the Project site. Furthermore, the proposed development would be subject to the Riverside County Design Standards and Guidelines (2004), which have been adopted by the City of Wildomar. Standards and Guidelines include articulation of building facades, varied roof plans, 360-degree architecture, streetscape design, multiple floor plans and elevations, etc. Compliance with these existing standards would ensure that the proposed Project features quality design and architecture and that it is 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 and this impact would be less than significant.

b) **Less Than Significant Impact**. The Project site is not visible from a state scenic highway. Construction of the proposed structures will alter the existing visual character of the area by potentially requiring the removal of some naturally occurring, albeit sparse, vegetation and trees and creating new buildings that will be seen from Clinton Keith Road and Stable Lanes Road as well as from the single family residential development that lies to the north. However, Clinton Keith Road and Stable Lanes Road are not state scenic highways. The proposed Project will regrade the site, create building pads and alter all of the topography to allow for parking and roadways. All of the existing vegetation will be removed with exception of the outfall area. However, the construction of the Project will not require the removal of any rock outcropping or historic buildings that have been recognized as a scenic resource, and the proposed buildings will

not block any scenic view or resource but removal of two patches of existing eucalyptus woodland trees that lie within the center portion of the site would be removed. However, the proposed commercial buildings would be architecturally consistent with existing commercial buildings in the community and include new landscape consistent with Chapter 17.276 Water Efficient Landscapes. 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, impacts are less than significant.

c) **Less Than Significant Impact**. The proposed development 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. As reflected in **Figure 5,** the proposed Project's architectural elements and landscaping would complement existing surrounding residential and commercial development. Therefore, implementation of the proposed Project would not substantially degrade the existing visual character or quality of the site and its surroundings, and 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 of the Wildomar Municipal Code (Ordinance No. 75). The City's Light Pollution Ordinance establishes limits on the types of fixtures and size of bulbs for aspects of development. Compliance with the ordinance will result in a less than significant impact on nighttime light pollution. However, there will still be new light associated with the proposed Project. Consistent with the City's lighting standards (Wildomar 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. The light fixtures will be reviewed on the development plan and verified during building and site inspections of the site to ensure compliance with the ordinance. With compliance with the ordinance, the proposed Project would not adversely affect day or nighttime views in the area and would not constitute a significant contribution to night sky pollution. Further, the Project is located within Mt Palomar Observatory's Zone B and lies only 27.5 miles away. However, the Project would not interfere with nighttime use of the Palomar Observatory because all provisions of Wildomar Ordinance 75 (Chapter 8.64 of the WMC) will be enforced.

Glare is primarily a daytime occurrence caused by the reflection of sunlight or artificial light by highly polished surfaces such as window glass or reflective materials. Daytime glare is common in urban areas and is typically associated with buildings with exterior facades largely or entirely comprised of highly reflective glass or windshields of parked cars. Glare-sensitive uses include residences, hotels, transportation corridors and aircraft landing corridors. The Project site does have sensitive receptors located to the north with residential uses. However, the Project site is not located in an airport influence area and the proposed Project does not incorporate highly reflective building materials as reflected in **Figure 5**. Thus, impacts from glare on sensitive receptors would be less than significant. Therefore, impacts resulting from a new source of substantial light or glare would be less than significant.

**STANDARD CONDITIONS AND REQUIREMENTS**

1. The Project will be conditioned to comply with the provisions of Wildomar Municipal Code Chapter 8.64 (Light Pollution) as adopted by Ordinance No. 75.
2. The Project will comply with the Riverside County Design Standards and Guidelines (2004).
3. The Project will comply with the Wildomar Municipal Code Chapter 17.276 Water Efficient Landscapes.

**MITIGATION MEASURES**

None required.

## 2. Agricultural 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 the site is not zoned for agricultural use and is not subject to a Williamson Act contract (DOC). The Project site is designated on the California Resource Agency maps as Other Land, which includes low-density rural developments; brush, timber, wetland, and riparian areas not suitable for livestock grazing; confined livestock, poultry, or aquaculture facilities; strip mines, borrow pits; and water bodies smaller than 40 acres. Vacant and nonagricultural land surrounded on all sides by urban development and greater than 40 acres is mapped as Other Land. Therefore, the Project 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 located 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? | | | ✓ | |

**BACKGROUND**

This section summarizes the methods and findings of an Air Quality Impact Analysis prepared by Urban Crossroads (URBAN-A). This report is included in its entirety as **Appendix 3.0.** The analysis was prepared to determine the impact on air quality from the proposed Project.

**DISCUSSION**

a) **Less Than Significant Impact.** The Project site is located in the South Coast Air Basin (SCAB), 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 SCAB is in nonattainment, the SCAQMD adopted the 2012 Air Quality Management Plan (AQMP). The 2012 AQMP establishes a program of rules and regulations directed at reducing air pollutant emissions and achieving state (California) and national air quality standards. The 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 2012 AQMP pollutant control strategies are based on the latest scientific and technical information and planning assumptions, including SCAG's 2016 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.

In March 2017, the AQMD released the Final 2016 AQMP. The 2016 AQMP continues to evaluate current integrated strategies and control measures to meet the National Ambient Air Quality Standards (NAAQS), as well as, explore new and innovative methods to reach its goals. Some of these approaches include utilizing incentive programs, recognizing existing co-benefit programs from other sectors, and developing a strategy with fair-share reductions at the federal, state, and local levels. Similar to the 2012 AQMP, the 2016 AQMP incorporates scientific and technological information and planning assumptions, including the 2016 RTP/SCS and updated emission inventory methodologies for various source categories. The Project's consistency with the AQMP is determined using the 2016 AQMP criteria 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 NAAQS. As evaluated under Threshold 3.b below, the Project will not exceed the long-term operational standards or short-term construction standards. Thus, the proposed Project 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, there would be a less than significant impact, and the Project would be consistent with the first criterion.

With respect to 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 air district are provided to SCAG, which develops regional growth forecasts that are used to develop future air quality forecasts for the AQMP. Development consistent with the growth projections in the City of Wildomar General Plan is considered to be consistent with the Air Quality Management Plan.

The City's current General Plan land use designation for the Project site is Commercial-Retail (CR). The Project site's current zoning designation is Rural-Residential (R-R). The Project proposes a zone change from R-R to General Commercial (C-1/C-P) to be consistent with the Project site's General Plan land use designation of CR. Upon approval of the zone change, the Project's zoning will be consistent with the City's General Plan. As such, the Project will be consistent with the growth projections anticipated by the City General Plan and would not exceed the population or job growth projections used by the SCAQMD to develop the Air Quality Management Plan. Thus, the Project is consistent with both criteria. Therefore, impacts would be less than significant.

b) **Less Than Significant Impact.** As discussed previously, the Project site is located in the SCAB. 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

Construction activities associated with the Project may result in emissions of Carbon Monoxide (CO), Volatile Organic Compounds (VOCs), Nitrogen Oxides ($NO_X$), Sulfur Dioxide ($SO_X$), Particulate Matter less than 10 microns ($PM_{10}$), and Particulate Matter less than 25 microns ($PM_{2.5}$). Construction related emissions may result from construction activities involving: Site Preparation, Grading, Building Construction, Paving, Painting (Architectural Coatings), and Construction Worker Commutes.

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.). The Project will require 4,000 cubic yards of soil import. 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 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. Examples of $PM_{10}$ suppression techniques are summarized below.

a. Portions of the construction site to remain inactive longer than a period of three months will be seeded and watered until grass cover is grown or otherwise stabilized in a manner acceptable to the City.

b. All on-site roads will be paved as soon as feasible or watered periodically or chemically stabilized.

c. All material transported off-site will be either sufficiently watered or securely covered to prevent excessive amounts of dust.

d. The area disturbed by clearing, grading, earth moving, or excavation operations will be minimized at all times.

e. Where vehicles leave the construction site and enter adjacent public streets, the streets will be swept daily or washed down at the end of the workday to remove soil tracked onto the paved surface.

f. A wheel washing system will be installed and used to remove bulk material from tires and vehicle undercarriages before vehicles exit the site.

Additional SCAQMD rules applicable during construction for this Project include Rule 1113 (Architectural Coatings), Rule 431.2 (Low Sulfur Fuel), Rule 1186/1186.1 (Street Sweepers). Credit for Best Available Control Measures (BACM) AQ-1 (Rule 1113) and AQ-2 (Rule 403) have been taken into account as part of the construction emissions analysis. The estimated maximum daily construction emissions, accounting for compliance with all applicable SCAQMD Rules, are summarized in **Table 3-1, Maximum Short-Term Construction Emissions (Pounds per Day)**. Detailed construction model outputs are presented in **Appendix 3.0**.

**Table 3-1**
**Maximum Short-Term Construction Emissions (Pounds per Day)**

| Construction Year | VOC | $NO_X$ | CO | $SO_X$ | $PM_{10}$ | $PM_{2.5}$ |
|---|---|---|---|---|---|---|
| 2017 | 3.60 | 45.95 | 23.58 | 0.07 | 3.07 | 1.94 |
| 2018 | 9.33 | 27.06 | 20.75 | 0.04 | 2.09 | 1.65 |
| **Maximum Daily Emissions[1]** | **9.33** | **45.95** | **23.58** | **0.07** | **3.07** | **1.94** |
| SCAQMD Threshold | 75 | 100 | 550 | 150 | 150 | 55 |
| Exceed Threshold? | **No** | **No** | **No** | **No** | **No** | **No** |

*Source: URBAN-A, Table 3-4. See Appendix 3.0 for modeling details.*

As shown, emissions resulting from Project construction would not exceed any criteria pollutant thresholds established by the SCAQMD. Thus, a less than significant impact would occur.

Construction-Related Localized Air Quality Impacts

The SCAQMD 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. Therefore, local 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 project sites 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.

The significance of localized emissions impacts is dependent upon whether ambient levels in the vicinity of any given project are above or below State standards. In the case of CO and $NO_X$, if ambient levels are below the standards, a project is considered to have a significant impact if project emissions result in an exceedance of one or more of these standards. If ambient levels already exceed a state or federal standard, then project emissions are considered significant if they increase ambient concentrations by a measureable amount. This would apply to PM10 and $PM_{2.5}$ as both are non-attainment pollutants.

For this Project, the appropriate Source Receptor Area (SRA) for the LST is the Lake Elsinore monitoring station (SRA 25). LSTs apply to $NO_X$, CO, $PM_{10}$, and $PM_{2.5}$. The Project is modeled after a three-acre disturbance area. Thus the maximum daily disturbed-acreage of three acres is used in determining the applicability of SCAQMD's LST look-up tables. This methodology is consistent

with recent recommendations made by SCAQMD planning staff. For a focused discussion on the background on LST development and how the Project is applied to LST Methodology, see **Appendix 3.0**.

Some people are especially sensitive to air pollution and are given special consideration when evaluating air quality impacts from projects. These groups of people include children, the elderly, persons with preexisting respiratory or cardiovascular illness, and athletes and others who engage in frequent exercise. Structures that house these persons or places where they gather to exercise are defined as "sensitive receptors." The nearest sensitive receptor is the residential community located immediately adjacent to and northwest of the Project site. The LST methodology explicitly states, "It is possible that a project may have receptors closer than 25 meters. Projects with boundaries located closer than 25 meters to the nearest receptor should use the LSTs for receptors located at 25 meters." Therefore, LSTs for receptors located at 25 meters were utilized. **Table 3-2, Localized Significance Summary – Construction Emissions (Unmitigated)** identifies the localized impacts at the nearest receptor location in the vicinity of the Project.

**Table 3-2**
**Localized Significance Summary – Construction Emissions (Unmitigated)**

| **On-Site Site Preparation Emissions** | **Emissions (Pounds per Day)** | | | |
|---|---|---|---|---|
| On-Site Site Preparation Activity | $NO_X$ | CO | $PM_{10}$ | $PM_{2.5}$ |
| Maximum Daily Emissions (on-site) | **36.22** | **23.13** | **2.39** | **1.52** |
| SCAQMD Localized Threshold | 280 | 1,388 | 9 | 5 |
| Significant? | **No** | **No** | **No** | **No** |

| **On-Site Grading Emissions** | **Emissions (Pounds per Day)** | | | |
|---|---|---|---|---|
| On-Site Site Preparation Activity | $NO_X$ | CO | $PM_{10}$ | $PM_{2.5}$ |
| Maximum Daily Emissions (on-site) | **27.10** | **14.72** | **1.78** | **1.12** |
| SCAQMD Localized Threshold | 280 | 1,388 | 9 | 5 |
| Significant? | **No** | **No** | **No** | **No** |

*Source: URBAN-A. See Appendix 3.0 for modeling details.*

As shown in **Table 3-2**, emissions resulting from Project construction will not exceed any applicable LSTs, so impacts are considered less than significant.

Thus, for the reasons identified, construction-related air quality impacts are anticipated to be less than significant.

Operational Emissions

Operational activities associated with the proposed Project may result in emissions of volatile organic compounds (VOC), nitrogen oxide ($NO_X$), carbon monoxide (CO), sulfur oxide ($SO_X$), $PM_{10}$, and $PM_{2.5}$. Operational emissions may also be expected from area source emissions, energy source emissions, and mobile source emissions.

Operational-source emissions are summarized in **Table 3-3, Operational Emissions (Unmitigated)**. Detailed operational model outputs are presented in **Appendix 3.0**.

**Table 3-3**
**Operational Emissions (Unmitigated)**

| Emission Sources – Summer | Emissions (Pounds per Day) | | | | | |
|---|---|---|---|---|---|---|
| | **VOC** | **NOx** | **CO** | **$SO_X$** | **$PM_{10}$** | **$PM_{2.5}$** |
| Area Source Emissions | 0.59 | 1.70E-04 | 0.02 | 0.00 | 6.00E-05 | 6.00E-05 |
| Energy Use Emissions | 0.05 | 0.46 | 0.39 | 2.76E-03 | 0.04 | 0.04 |
| Mobile Source Emissions | 9.47 | 48.30 | 54.44 | 0.15 | 8.92 | 2.58 |
| **Total Maximum Daily Emissions** | **10.11** | **48.76** | **54.85** | **0.15** | **8.96** | **2.62** |
| SCAQMD Threshold | 55 | 55 | 550 | 150 | 150 | 55 |
| Significant? | **No** | **No** | **No** | **No** | **No** | **No** |

| Emission Sources – Winter | Emissions (Pounds per Day) | | | | | |
|---|---|---|---|---|---|---|
| | **VOC** | **NOx** | **CO** | **$SO_X$** | **$PM_{10}$** | **$PM_{2.5}$** |
| Area Source Emissions | 0.59 | 1.70E-04 | 0.02 | 0.00 | 6.00E-05 | 6.00E-05 |
| Energy Use Emissions | 0.05 | 0.46 | 0.39 | 2.76E-03 | 0.04 | 0.04 |
| Mobile Source Emissions | 7.72 | 47.61 | 53.38 | 0.14 | 8.93 | 2.58 |
| **Total Maximum Daily Emissions** | **8.36** | **48.07** | **53.79** | **0.14** | **8.97** | **2.62** |
| SCAQMD Threshold | 55 | 55 | 550 | 150 | 150 | 55 |
| Significant? | **No** | **No** | **No** | **No** | **No** | **No** |

*Source: URBAN-A, Table 3-6. See Appendix 3.0 for modeling details.*

As shown, Project operational-source emissions would not exceed applicable SCAQMD regional thresholds of significance. Thus, the impact would be less than significant.

Operations Localized Significance Analysis

According to the SCAQMD localized significance threshold methodology, LSTs would apply to the operational phase of a proposed project only if the project includes stationary sources or attracts mobile sources that may spend long periods queuing and idling at the site (e.g., warehouse or transfer facilities, but not including drive-through uses). The proposed Project does not include such uses. Therefore, in the case of the proposed Project, the operational phase LST protocol does not need to be applied.

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 SCAB is currently in nonattainment for Ozone ($O_3$), $PM_{10}$, and $PM_{2.5}$. With regard to determining the significance of the cumulative contribution from the proposed 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. Therefore, individual projects that do not generate operational or construction emissions that exceed 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. 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 and operational-source emissions. As such, the Project will result in a cumulatively less than significant impact.

d) **Less Than Significant Impact.** The potential impact of toxic air pollutant emissions resulting from development on the Project site has also been considered. Sensitive receptors to toxic air pollutants can include uses such as long-term healthcare facilities, rehabilitation centers, and retirement homes. Residences, schools, playgrounds, childcare centers, and athletic facilities may also be considered sensitive receptors. As previously described, the nearest sensitive receptor is the residential community located adjacent to the northwest of the Project Site.

As discussed in Threshold 3.b above, results of the LST analysis, which were developed in response to environmental justice and health concerns, indicate that the Project will not exceed the SCAQMD localized significance thresholds during construction. Therefore, sensitive receptors would not be subject to significant exposure to air toxics that are also criteria air pollutants during construction of commercial uses on the Project site. Given the commercial retail nature of the Project, release of toxic air pollutants during Project operation is not expected.

Carbon Monoxide

An analysis of CO "hot spots" is needed to determine whether the change in the level of service (LOS) of an intersection as a result of the proposed Project would have the potential to result in exceedances of the California or national ambient air quality standards (CAAQS or NAAQS). It has long been recognized that CO exceedances are caused by vehicular emissions, primarily when vehicles idle at intersections. Vehicle emissions standards have become increasingly stringent in the last 20 years. Currently, the CO standard in California is a maximum of 3.4 grams per mile for passenger cars (requirements for certain vehicles are more stringent). With the turnover of older vehicles, introduction of cleaner fuels, and implementation of control technology on industrial facilities, carbon monoxide concentrations have steadily declined.

Accordingly, with the steadily decreasing CO emissions from vehicles, even very busy intersections do not result in exceedances of the CO standard. The analysis prepared for carbon monoxide attainment in the South Coast Air Basin by the SCAQMD can be used to assist in evaluating the potential for CO exceedances in the air basin. CO attainment was thoroughly analyzed as part of the SCAQMD's 2003 Air Quality Management Plan (2003 AQMP) and the 1992 Federal Attainment Plan for Carbon Monoxide (1992 CO Plan). As discussed in the 1992 CO Plan, peak carbon monoxide concentrations in the SCAB are due to unusual meteorological and topographical conditions, and are not due to the impact of particular intersections. Considering the region's meteorological conditions and the increasingly stringent CO emissions standards, CO modeling was performed as part of 1992 CO Plan and subsequent plan updates and air quality management plans.

In the 1992 CO Plan, a CO hot-spot analysis was conducted for four busy intersections in Los Angeles County during the peak morning and afternoon time periods. The intersections evaluated were Long Beach Boulevard and Imperial Highway (Lynwood), Wilshire Boulevard and Veteran Avenue (Westwood), Sunset Boulevard and Highland Avenue (Hollywood), and La Cienega Boulevard and Century Boulevard (Inglewood). The analysis in the 1992 CO Plan did not result in a violation of CO

standards. The busiest intersection evaluated was that at Wilshire Boulevard and Veteran Avenue, which has a traffic volume of approximately 100,000 vehicles per day. The Los Angeles County Metropolitan Transportation Authority evaluated the level of service in the vicinity of the Wilshire Boulevard/Veteran Avenue intersection and found it to be LOS E at peak morning traffic and LOS F at peak afternoon traffic. While this analysis was done in Los Angeles County, the traffic level needed to surpass the CO threshold can be and has been used throughout the state to determine whether a proposed Project will result in a potential carbon monoxide impact.

Similar considerations are also employed by other Air Districts when evaluating potential CO concentration impacts. More specifically, the Bay Area Air Quality Management District (BAAQMD) concludes that under existing and future vehicle emission rates, a given project would have to increase traffic volumes at a single intersection by more than 44,000 vehicles per hour— or 24,000 vehicles per hour where vertical and/or horizontal air does not mix—in order to generate a significant CO impact.

The total daily trips from the Project would be 2,377 (as discussed in Threshold 16.a, below) which is lower than the values studied in the 1992 CO Plan. As such, the proposed Project would not produce the volume of traffic required to generate a CO "hot spot" either in the context of the 2003 Los Angeles hot spot study, or based on representative BAAQMD CO threshold considerations. Consequently, at buildout of the Project, none of the intersections in the vicinity of the proposed Project site would have traffic volumes exceeding those at the intersections modeled in the 2003 AQMP, nor would there be any reason unique to the Project area's meteorology to conclude that these intersections would yield higher CO concentrations if modeled in detail as historical air quality data shows that existing CO levels for the Project area and the general vicinity do not exceed either state or federal ambient air quality standards. The carbon monoxide concentrations in the Project area are much lower than the federal and state CO standards. SCAB has been designated as attainment for CO since 2007, and even very busy intersections do not result in exceedances of the CO standard. Therefore, CO "hot spots" are not an environmental impact of concern for the proposed Project. Localized air quality impacts related to mobile-source emissions would therefore 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).

The Project does not contain land uses typically associated with emitting objectionable odors. Potential odor sources associated with the proposed Project may result from construction equipment exhaust and the application of asphalt and architectural coatings during construction activities and the temporary storage of typical solid waste (refuse) and cooking activities associated with the proposed Project's (long-term operational) uses. Standard construction requirements would minimize odor impacts from construction. The construction odor emissions would be temporary, short-term, and intermittent in nature and would cease upon completion of the respective phase of construction and is thus considered less than significant. It is expected that Project-generated refuse would be stored in covered containers and removed at regular intervals in compliance with the City's solid waste regulations. The proposed Project would also be required to comply with SCAQMD Rule 402 to prevent

occurrences of public nuisances. Therefore, odors associated with the proposed Project construction and operations would be less than significant.

**STANDARD CONDITIONS AND REQUIREMENTS**

1. The proposed Project shall be required to comply with General Plan Policy AQ 4.9 and SCAQMD Rule 403 to address Project- specific fugitive dust emissions.
2. The proposed Project would also be required to comply with City of Wildomar Solid Waste Regulations (Municipal Code Section 8.104) and SCAQMD Rule 402 to prevent occurrences of public nuisances as it pertains to odors.
3. Additional SCAQMD rules shall be applicable during Project construction and include Rule 1113 (Architectural Coatings), Rule 431.2 (Low Sulfur Fuel, and Rule 1186/1186.1 (Street Sweepers).
4. The proposed Project will be conditioned to comply with all other applicable/mandated SCAQMD requirements related to commercial retail development.

**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? | | ✓ | | |

**BACKGROUND**

This section summarizes the methods and findings of a General Biological Resources Assessment report prepared by Helix Planning and Environmental dated December 19, 2017 (HELIX-A), the Determination of Biologically Equivalent or Superior Preservation prepared by Helix Planning and Environmental dated December 19, 2017 (HELIX-B), and the Jurisdictional Delineation Report prepared by Helix Planning and Environmental dated December 19, 2017 (HELIX-C) . These reports are included in their entirety as **Appendix 4.0A, 4.0B,** and **4.0C**, respectively**.** The habitat assessment was used to evaluate the Project site's suitability for the presence of special-status species and to characterize the environmental setting on and adjacent to the site and compliance with the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP).

**DISCUSSION OF IMPACTS**

a) **Less Than Significant Impact With Mitigation Incorporated.**

Direct Impacts to Special/Sensitive Status Plants

A total of 54 sensitive plant species were assessed for potential to occur on the site: six of which are listed at the federal or state level. The listed species are Munz's Onion (*Allium munzii*), Nevin's barberry (*Berberis nevinii*), San Diego Ambrosia (*Ambrosia pumila*), thread-leaved brodiaea (*Brodiaea filifolia*), Vail Lake ceanothus (*Ceanothus ophiochilus*), and San Jacinto Valley crownscale (*Atriplex coronata* var. *notatior*). None of the listed species was observed on the property. One of the listed species, Munz's onion, has low potential to occur on the property. Seventeen of the non-listed species have low potential to occur, and only one of the non-listed species was observed on the property. Paniculate tarplant (*Deindandra paniculata*) was observed in the grassland on the property. However, the exact number of individual plants was not able to be determined due to the regular disking of the property. These plants will be removed as a result of vegetation clearing/grubbing and ground-disturbing activities (e.g., grading, earth moving, excavation, use of heavy equipment). While Paniculate tarplant is a CNPS Rank 4.2 species, which has a limited distribution in California, it is locally common in western Riverside County and documented in a number of MSHCP Core areas, including Core F (Santa Rosa Plateau Ecological Reserve)[1]. Therefore, due to its local abundance, Project impacts to paniculate tarplant would not be significant.

Direct Impacts to Special/Sensitive Status Wildlife

A total of 45 sensitive wildlife species were assessed for potential to occur on the Project site; five of which are listed at the federal or state level. The listed species are Quino checkerspot butterfly (*Euphydryas editha quino*), Stephens' kangaroo rat (*Dipodomys stephensi*), Coastal California gnatcatcher (*Polioptila californica californica*), western snowy plover (*Charadrius alexandrines nivosus*), and Swainson's Hawk (*Buteo swainsoni*). Two of the listed species have low potential to occur on the property: coastal California gnatcatcher and Stephen's kangaroo rat. The coastal California gnatcatcher is known to occur in Riversidean sage scrub; however, the scrub on site is sparse, fragmented, disturbed, and too low quality to support breeding gnatcatchers. Stephens' kangaroo rat occurs on sparsely vegetated area with loose soils similar to those on site, but the soils on site are disturbed from disking. Additionally, the site is somewhat isolated from adjacent open lands due to development. Neither of these species was observed and impacts to both species are mitigated via compliance with the MSHCP and Stephens' kangaroo rat habitat conservation plan, respectively, and payment of associated fees. Nineteen of the remaining 40 non-listed sensitive species have potential to occur on-site; none of which was observed on site. As with the listed species, compliance with the MSHCP and payment of the associated fees mitigates potential impacts to the species with potential to occur on site. Mitigation measures **BIO-1** through **BIO-11**, discussed in items 4.b – 4.f below, in combination with payment of required MSHCP Local Development Mitigation Fees, would reduce potentially significant impacts to special-status species to less than significant levels.

[1] Western Riverside County Multiple Specific Habitat Conservation Plan, Volume1, Section 3.2.3, 2004.

The Project site is located in a MSHCP species survey area for the western burrowing owl (BUOW) as determined by overlay of proposed Project site upon County GIS MSHCP Survey Area and parcel map. Focused BUOW surveys were completed in 2009 and 2016. A total of four survey visits were completed from August 28 – 31, 2009 and four were completed from August 12 – 29, 2016; all during the BUOW breeding season. Transects no greater than 30 yards were surveyed through potential BUOW habitat. Potential owl burrow locations, including fossorial animal burrows, rock outcrops, and debris piles, were observed for signs of recent BUOW occupation which include: pellets/casting, white wash, and feathers. No BUOW or signs of BUOW were observed during the habitat assessment or focused surveys. Because the site has very low potential to support BUOW, the surrounding development, and the currently disturbed nature of the site, it is unlikely that BUOW would occur on site. Mitigation measure **BIO-1** requires the preconstruction surveys and details measures to be taken in the event that burrowing owls are identified during those surveys to avoid impacting the species. With implementation of **BIO-1**, impacts to burrowing owls will be less than significant.

Indirect Impacts to Special/Sensitive Status Wildlife

Vegetation clearance/grubbing, ground disturbance (e.g., grading, earth moving, excavation, use of heavy equipment), and construction activities could result in potential significant indirect impacts (e.g., construction-related noise effects, accidental intrusions outside the work limits) to potentially occurring special-status wildlife species that may use areas adjacent to the work limits and to potentially occurring protected avian species (i.e., active songbird/raptor nests in shrubs, ground cover, and limited trees) during the typical avian nesting season. Mitigation measure **BIO-3** requires the implementation of specified actions and best management practices to reduce the impact to less than significant.

Although potentially suitable burrowing owl habitat exists on property adjacent to the Project site, indirect impacts would be avoided through implementation of mitigation measure **BIO-1** which requires the adjacent habitat to be surveyed prior to construction, and impact avoidance measures put in place should the species be present.

Disturbing or destroying active nests during the typical avian nesting season is a violation of the Migratory Bird Treaty Act (MBTA). In addition, nests and eggs are protected under California Fish and Wildlife Code Section 3503. In order to avoid violation of the MBTA and California Fish and Wildlife Code, site pre-preparation activities, including removal of trees and vegetation, shall be avoided to the greatest extent possible during the nesting season. Implementation of mitigation measure **BIO-2** will ensure raptors and other nesting bird species that may or may not be covered under the MSHCP will be protected and impacts will be less than significant.

Although the Project site is not adjacent to or in close proximity to an existing or proposed Stephens' Kangaroo Rat (SKR) Core Reserve, and there is no on-site habitat to facilitate expansion of the SKR Core Reserve system, the Stephens' Kangaroo Rat Habitat Conservation Plan provides "take" authorization for SKR within its boundaries and will continue to be implemented independently of the MSHCP. Therefore, consistent with City ordinance, the Project will be assessed an SKR mitigation fee based on the fee structure already in place.

b) **Less Than Significant Impact With Mitigation Incorporated.**

Direct Impacts to Riparian Habitat

The Project site supports a total of 0.22 acres of Riparian/Riverine habitat on the property comprised of approximately 0.08 acres of southern willow scrub, approximately 0.03 acres of coast live oak woodland, approximately 0.07 acres of eucalyptus woodland (associated with stream), approximately 0.02 acres of drainage pattern/sheet flow, and approximately 0.02 acres of unvegetated rip/rap streambed.

The Project will avoid approximately 0.16 acres of riparian/riverine habitat but will impact approximately 0.06 acres of riparian/riverine habitat comprised of approximately 0.02 acres of southern willow scrub; approximately 0.02 acres of unvegetated rip/rap streambed; approximately 0.02 acres of drainage pattern/sheet flow; and less than 0.01 acres of streambed (Eucalyptus woodland). Hence, under MSHCP Section 6.1.2, impacts require preparation of a Determination of Biologically Equivalent or Superior Preservation Report (DBESP). (See **Appendix 4.0B**).

The first priority for sensitive habitats under CEQA and the MSHCP (which includes riparian/riverine areas) is avoidance of direct impacts. However, total avoidance of the riparian/riverine resources would result in a reduction of the Project and eliminate the viability of the development on site because of the distribution of the drainages across the site and the types of land uses proposed for the site. Thus, total avoidance is not feasible. However, the Project as designed for the proposed alignment of the outfall structure along with construction of a retaining wall, will avoid potential impacts to US Army Corps of Engineer wetlands.

The 0.02 acres of impacted rip/rap is made up of un-cemented rocks, not naturally occurring, that serve as energy dissipation for stormwater flows. The functions of the unvegetated rip/rap streambed are primarily water conveyance and energy dissipation. The southern willow scrub also provides the aforementioned energy dissipation functions along with providing sediment transport, nutrient retention and transformation, sediment trapping, uptake of toxics, provides cover for wildlife movement, and offers habitat for nesting birds. However, the riparian/riverine habitats proposed to be impacted do not support riparian/riverine target species and do not contribute substantially to the on-site biological values of the MSHCP. Thus, none of the species covered under 6.1.2 are anticipated to occur within this impact area.

To comply with Section 6.1.2 of the MSHCP as detailed in **Appendix 4.0B**, implementation of **BIO-4** requires the 0.16 acres of avoided riparian/riverine habitat will be fenced to limit unauthorized access and dedicated for conservation under the control of the property owners' association, Rivers and Lands Conservancy, Riverside Conservation Authority, or other appropriate entity. To meet the criteria of a biologically equivalent or superior preservation, mitigation measure **BIO-4** also requires the Project to offset impacts to riparian/riverine resources through acquisition of in lieu fee (ILF) credits at a ratio of 3:1 for southern willow scrub (0.06 acres); 2:1 for eucalyptus vegetated streambed (0.01 acres); and 2:1 for sheet flow (0.04 acres). The total 0.11 acres of ILF credits will be purchased from the RCRCD. Mitigation Measure **BIO-4** further requires the Project to offset impacts to riprap streambed (0.02 acres) through in kind replacement at a 1:1 ratio. The Project will install new rip/rap at the relocated outflow locations of the culverts. This on-site replacement of rip/rap will result in the equivalent or superior replacement functions and values provided by the existing rip/rap that consists primarily of water conveyance and energy dissipation. The water conveyance of this habitat will not be eliminated

but rather will continue with the storm drain and culvert extensions to be constructed. Energy dissipation devices will be installed at the outfall of the storm drains and culvert extensions so as to replace this function on the site as well.

Implementation of mitigation measure **MM BIO-5** will require Project to remove the eucalyptus trees during construction to allow the native habitat to expand naturally. Implementation of mitigation measures **BIO-6** and **BIO-7** ensures no manufactured slopes or fuel modification areas encroach into the riparian/riverine habitat area. With implementation of mitigation measures **BIO-4** through **BIO-7**, the Project will meet the definition of a Biologically Equivalent Preservation Alternative consistent with MSHCP Section 6.1.2.

Further, a bio-filtration basin being constructed in upland habitat near the southeastern portion of the site (outfall areas) will have the functions of water storage, groundwater recharge, removal of dissolved substances, and wildlife habitat. Additionally, there are three small basins proposed to be constructed as part of the Project. One basin is proposed to be constructed adjacent to Clinton Keith Road on the eastern side of the outfall pipe outside of the existing riparian/riverine habitat. Another basin will be constructed at the Stable Lanes Road culvert and a third linear basin will be constructed adjacent to Clinton Keith Road near Stable Lanes Road. The basins will provide the functions of temporary water storage and ground water recharge and will be maintained to allow them to function properly.

Implementation of mitigation measures **BIO-4** through **BIO-7** will occur in accordance with the mitigation plan to be prepared for the Project as part of the permit package for impacts to federal and state waters. Implementation of these mitigation measures in addition to the construction of Project basins, and on-site avoidance of riparian/riverine habitat will result in equivalent or superior preservation of the functions and values of riparian/riverine resources impacted by the proposed Project.

Thus, with implementation of mitigation, direct impacts to riparian/riverine habitat are less than significant.

<u>Direct Impacts to Other Sensitive Habitats</u>

The least Bell's vireo (LBV), southwestern willow flycatcher (WIFL), and western yellow-billed cuckoo (YBCU) are found in southern willow scrub, cottonwood forest, mule fat scrub, sycamore alluvial woodland, and arroyo willow riparian forest habitats that typically feature dense cover. The Project site includes 0.08 acre of southern willow scrub that lacks understory. Thus, this habitat is not a significant stand and is not expected to support LBV, WIFL, or YBCU. No LBV, WIFL, or YBCU were heard or observed during the other surveys conducted on the property. Both the bald eagle (*Haliaeetus leucocephalus*) and peregrine falcon (Falco peregrinus) occur primarily in and adjacent to open water habitats, with the falcon possibly occurring in riparian areas. The peregrine falcon nests on large cliffs that are generally 200 to 300 feet in height. Habitat to support the bald eagle or peregrine falcon does not occur on the property.

There are three species of sensitive fairy shrimp that occur in western Riverside County: Riverside fairy shrimp (*Streptocephalus woottoni*), Santa Rosa Plateau fairy shrimp (*Linderiella santarosae*), and vernal pool fairy shrimp (*Branchinecta lynchi*). The property was surveyed for habitat, such as vernal pools or ephemeral ponds, which could support fairy shrimp. Indicators of potential fairy shrimp habitat that

were searched include basins, ruts, cracked mud, algal mats, and drift lines. Clay soils typically associated with vernal pools are not present on site. No vernal pool or vernal pool indicator species was observed on site. The non-native grassland, Rumex dominated, may occasionally hold water following heavy rains, but the water does not remain for a duration long enough to support fairy shrimp.

The Santa Ana sucker (*Catastomus santaanae*) is the only fish shown in the list of MSHCP Riparian/Riverine species. This species generally lives is small shallow streams less than seven meters wide with various current strengths. They require permanent streams with a preferred gravel bottom. They prefer cool, clear water but can tolerate turbid waters. The property was searched for streams with potential to support this species. The drainage feature on site is not suitable for this species. Thus, species is not expected to occur on the Project site.

The MSHCP has three amphibians in the list of Riparian/Riverine species: arroyo toad (*Anaxyrus californicus*), mountain yellow-legged frog (*Rana muscosa*), and the California red-legged frog (*Rana aurora draytonii*). The property was searched for habitat with potential to support these three species. The search focused on the riparian area (proposed for avoidance) along with walking transects throughout the remainder of the property. Habitat for these species does not occur on the Project site. The drainage feature is not suitable for sensitive amphibians known to occur within the MSHCP planning area. None of the MSHCP sensitive amphibian species are expected to occur on the Project site.

Thus, direct impacts to other sensitive habitats are less than significant.

Indirect Impacts to Sensitive and Riparian Habitats

Stormwater runoff from the site, under both construction and post-construction development conditions, could impact downstream sensitive habitats on- and off-site if such runoff carries pollutants (e.g., sediment, hydrocarbons, chemicals, pesticides/herbicides, fertilizers) affecting water quality in these areas. However, such impacts will be avoided through pre-construction compliance with National Pollutant Discharge Elimination System (NPDES) regulations, which require the construction contractor and the Project applicant to prepare and implement a SWPPP and a Water Quality Management Plan, respectively. The Water Quality Management Plan will include BMPs designed to collect, detain/retain, infiltrate/evapotranspirate, treat, and discharge runoff on-site before discharging into the City storm drain system. For post-construction conditions, stormwater detention/retention features will be included in the Project design to mitigate stormwater runoff impacts associated with the increase in impervious surfaces on the Project site. To the maximum extent practical, stormwater quality treatment will be provided via infiltration treatment methods including wells, basins, high-efficiency planter boxes, and surface planting areas.

Project landscaping in developed areas near the above-mentioned sensitive riparian habitats could result in potential significant impacts to these habitats if planted with non-native plant species that could invade these habitats. In addition, night lighting associated with the Project along this interface could result in potential significant impacts to nocturnal wildlife that may use these habitats by increasing prey predation rates.

Vegetation clearance/grubbing, ground disturbance (e.g., grading, earth moving, excavation, use of heavy equipment), and construction activities could result in potential significant indirect impacts (e.g.,

construction-related dust, runoff, accidental intrusions outside the work limits) to the above-mentioned sensitive riparian habitats, which are intended to be avoided. However, implementation of the mitigation measures **BIO-8** through **BIO-10** would reduce these potential indirect impacts to riparian/riverine resources and potential edge effects to less than significant.

Therefore, with implementation of mitigation measure **BIO-4** through **BIO-10** impacts are less than significant level.

c) **Less Than Significant Impact With Mitigation Incorporated.** A Jurisdictional Delineation was prepared (HELIX-C) to identify the jurisdictional impacts to waters of the state. According to the General Biological Resources Assessment, while the Project will avoid 0.16 acres of riparian/riverine habitat, the Project will result in impacts to a total of 0.022 acres of U.S. Army Corps of Engineers (USACE)/Regional Water Quality Control Board (RWQCB) jurisdictional waters along a total of 287 linear feet comprised of 0.002 acres of streambed, and 0.02 acres of sheetflow. The Project will also result in impacts to a total of 0.06 acres of California Department of Fish and Wildlife (CDFW) jurisdictional area, consisting of 0.02 acres of southern willow scrub, 0.004 acres of eucalyptus woodland, 0.02 acres of developed rip-rap, and 0.02 acres of sheet flow.

As implementation of the proposed Project may potentially result in the loss of federal and state jurisdictional waters, the Project will be required to comply with all federal and state regulatory requirements. With implementation of mitigation measure **BIO-11** the Project will require a permit from USACE under Section 404 of the CWA, a Section 1602 Streambed Alteration Agreement from CDFW, and a Section 401 Water Quality Certification from the Regional Water Quality Control Board (RWQCB) to reduce impacts to federal and state jurisdictional waters. Obtaining these permits will result in mitigation that is expected to be similar to what the DBESP offered for mitigation, as described herein for mitigation measures **BIO-4** through **BIO-7**, but the USACE, CDFW and RWQCB would make the final determination as to the mitigation they require pursuant to their statutory authority. Based on the existing acreage of potential USACE, it is anticipated the Project will qualify for coverage under a Nationwide Permit. Implementation of mitigation measures **BIO-12** through **BIO-14** will further ensure that potential impacts to jurisdictional waters will remain less than significant during Project construction. Therefore, with implementation of mitigation impacts are less than significant with mitigation.

d) **Less Than Significant Impact.** The Project site consists of non-native grassland with some southern willow scrub, coast live oak woodland, Riversidean sage scrub (including disturbed), eucalyptus woodland, and developed rip-rap. The site is boarded by a mix of rural residential and undeveloped land with a major road and commercial development located nearby to the northwest. No wildlife movement or crossing occurs on the Project site, and the Project area does not provide topographic or vegetative features that function as a wildlife movement corridor, habitat linkage, or nursery site. Thus, the proposed Project does not substantially interfere 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. Therefore, impacts are less than significant.

e) **Less Than Significant Impact.** None of the resources and policies identified in Chapter 5 of the Wildomar General Plan (Multi-Purpose Open Space Element) occur on the Project site, particularly those resources that could otherwise be applicable to the site as described in Policies OS 9.3 and OS 9.4. The site does support a single small area of coast live oak woodland vegetation community with the presence of coast live oak with an herbaceous understory. However, this is located in the existing

outfall area located in the southwestern corner of the Project site which will remain undisturbed. Thus, the Project will not conflict with any local policies or ordinances protecting biological resources. Therefore, impacts are less than significant.

f) **Less Than Significant Impact With Mitigation Incorporated.** The Project site is located within the Elsinore Area Plan of the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) Planning Area. The MSHCP is a comprehensive multi-jurisdictional effort that includes western Riverside County and multiple cities, including the study area. The City of Wildomar is a permittee (i.e., signatory). Rather than address sensitive species on an individual basis, the MSHCP focuses on the conservation of 146 species, proposing a reserve system of approximately 500,000 acres and a mechanism to fund and implement the reserve system. Most importantly, the MSHCP allows participating entities to issue take permits for listed species so that individual applicants need not seek their own permits from the Unites States Fish and Wildlife Service (USFWS) and/or California Department of Fish and Wildlife (CDFW). The MSHCP was adopted on June 17, 2003 by the Riverside County Board of Supervisors. The Incidental Take Permit was issued by both the USFWS and CDFW on June 22, 2004.

The MSHCP consists of a Criteria Area that assists in facilitating the process by which individual properties are evaluated for inclusion and subsequent conservation. In addition to Criteria Area requirements, the MSHCP requires consistency with Sections 6.1.2 (Protection of Species within Riparian/Riverine Areas and Vernal Pools), 6.1.3 (Protection of Narrow Endemic Plant Species), 6.1.4 (Urban Wildlands Interface), 6.3.2 (Additional Survey Needs and Procedures), Appendix C (Standard Best Management Practices), and 7.5.3 (Construction Guidelines). The MSHCP serves as a comprehensive, multi-jurisdictional Habitat Conservation Plan (HCP), pursuant to Section (a)(1)(B) of the Endangered Species Act (ESA), as well as the Natural Communities Conservation Plan (NCCP) under the State NCCP Act of 2001.

The MSHCP establishes "Criteria Area" boundaries in order to facilitate the process by which properties are evaluated for inclusion in the MSHCP Conservation. The Criteria Area is an area significantly larger than what may be needed for inclusion in the MSHCP Conservation Area, within which property will be evaluated using MSHCP Conservation Criteria. The Criteria Area is an analytical tool which assists in determining which properties to evaluate for acquisition and conservation under the MSHCP. The MSHCP consistency analysis is discussed below.

**Consistency with MSHCP Section 6.1.1**

Pursuant to the provisions of the MSHCP, all discretionary development projects within the Criteria Area are to be reviewed for compliance with the "Property Owner Initiated Habitat Evaluation and Acquisition Negotiation Strategy" (HANS) process or equivalent process. The HANS process "ensures that an early determination will be made of what properties are needed for the MSHCP Conservation Area, that the owners of property needed for the MSHCP Conservation Area are compensated, and that owners of land not needed for the MSHCP Conservation Area shall receive Take Authorization of Covered Species Adequately Conserved through the Permits issues to the County and Cities pursuant to the MSHCP." The Project site is not located within a MSHCP Criteria Cell or located in lands that are designated as Public/Quasi-Public (PQP) per the MSHCP. Thus, the proposed Project is not subject to MSHCP Reserve Assembly consideration described in MSHCP Section 3.0 or the HANS process described in MSHCP Section 6.1.1 and will not be required to contribute land to the Reserve Area. Thus, the Project will not be inconsistent with the policies set forth in MSHCP Section 6.1.1.

**Consistency with MSHCP Section 6.1.2**

*Volume I, Section 6.1.2* of the MSHCP requires that projects develop avoidance alternatives, if feasible, that would allow for full or partial avoidance of riparian/riverine areas. The Project site supports 0.22 acres of Riparian/Riverine areas. The habitat is comprised of 0.08 acres of southern willow scrub, 0.03 acres of coast live oak woodland, 0.07 acres of eucalyptus woodland, 0.02 acres of drainage pattern/sheet flow, and 0.02 acre of rip-rap streambed. As discussed above in Sub-Section 4.b above, no sensitive species were determined to occupy the Riparian/Riverine Areas and no vernal pools occur on the property and impacts to riparian/riverine habitats will be mitigated through implementation of mitigation measures **BIO-4** through **BIO-7**. Thus, the proposed Project will be consistent with polices set forth in MSHCP Section 6.1.2 with implementation of mitigation measure **BIO-4** through **BIO-7**.

**Consistency with MSHCP Section 6.1.3**

*Volume I, Section 6.1.3* of the MSHCP requires that within identified Narrow Endemic Plant Species Survey Areas (NEPSSA), site-specific focused surveys for Narrow Endemic Plants Species will be required for all public and private projects where appropriate soils and habitat are present. The Project site is not located within the MSHCP Narrow Endemic Plant Species Survey Area (NEPSSA); therefore this MSHCP guideline does not apply to the Project. Thus, the Project will be consistent with the policies set forth in MSHCP Section 6.1.3.

**Consistency with MSHCP Section 6.1.4**

Section 6.1.4, *Guidelines Pertaining to the Urban/Wildlife Interface*, outlines the minimization of indirect effects associated with locating development in proximity to the MSHCP Conservation Area. To minimize these effects, guidelines in Section 6.1.4 of the MSHCP shall be implemented in conjunction with review of individual public and private development projects in proximity to the MSHCP Conservation Area and address the following: drainage, toxics, lighting, noise, invasive species, barriers, and grading/land development. The proposed Project is not located within an MSHCP Criteria Cell and is not adjacent to a MSHCP Conservation area but will reduce edge effects to the urban/wildland interface through incorporation of mitigation measure **BIO-10**.

The southwestern portion of the site contains 0.16 acres riparian/riverine habitat that will remain undisturbed and be avoided. The Project will reduce edge effects to this area by placing a fence around the area to be dedicated for conservation under the control of the property owners associates, Rivers and Lands Conservancy, Western Riverside County Regional Conversation Authority (RCA), or other appropriate entity through implementation of mitigation measure **BIO-4**. The Project will also reduce edge effects to this area through implementation of mitigation measure **BIO-8** thru **BIO-10** to implement Urban Wildlife Interface Guideline measures to reduce potential impacts to the avoided riparian/riverine habitat. Thus, the Project will not be inconsistent with the policies set forth in MSHCP Section 6.1.4.

**Consistency with MSHCP Section 6.3.2**

The MSHCP also requires additional surveys for certain species if the Project is located within criteria areas shown on Figure 6-2 (Criteria Area Species Survey Area), Figure 6-3 (Amphibian Species Survey Areas with Critical Area), Figure 6-4 (Burrowing Owl Survey Areas with Criteria Area) and Figure 6-5 (Mammal Species Survey Areas with Criteria Area) of the MSHCP. The Habitat Assessment determined the Project site has low potential for burrowing owl habitat. The focused burrowing owl surveys conducted in 2009 and 2016 as discussed in subsection 4.a above had negative results.

Implementation of mitigation measure **BIO-1**, requiring preconstruction surveys for nesting birds, will further ensure consistency with this MSHCP section.

The MSHCP requires least Bell's vireo (LBV) surveys to be conducted on project sites that include riparian habitat with potential to support the species. As discussed in subsection 4.b above, the Project site does not support riparian habitat with potential to support LBV and no LBV were detected onsite. Hence LBV focused surveys are not required.

Hence, with implementation of mitigation measures **BIO-1,** impacts are less than significant. Thus, the proposed Project is consistent with MSHCP Section 6.3.2 and no additional surveys are required.

**Consistency with MSHCP Section 6.4**

MSHCP Section 6.4 required fuel management where development is proposed adjacent to MSHCP Conservation area. The proposed Project is not located adjacent to any MSHCP Conservation areas. Regardless, a fuel modification zone is included within the Project impact limits and will not extend into undeveloped land adjacent to the Project that may have a potential to support sensitive species. Thus, the proposed Project is consistent with MSHCP Section 6.4.

**Consistency with MSHCP Section 7.5.2**

MSHCP Section 7.5.2 provides guidelines for wildlife crossings where there is either known wildlife movement, and/or in portions of the MSHCP Conservation Area that are assembled to provide for wildlife movement. The Project area does not have a wildlife crossing and does not provide topographic or vegetative features that function as a wildlife movement corridor or habitat linkage. Thus, MSHCP Section 7.5.2 does not apply to the Project.

**MSHCP Appendix C and Section 7.5.3**

The MSHCP lists standard best management practices and guidelines to be implemented during project construction that will minimize potential impacts to sensitive habitats in the vicinity of a project. The guidelines relate to water pollution and erosion control, equipment storage, fueling, and staging, dust control, exotic plant control and timing of construction. The Permittee is required to implement measures from Appendix C and Section 7.5.3 for projects. Thus, the proposed Project will be compliant with Appendix C and Section 7.5.3 of the MSHCP.

The proposed Project is consistent with all applicable sections of the MSHCP. Implementation of mitigation measures **BIO-1** through **BIO-10,** ensure consistency with the MSHCP. Thus, the proposed Project will not conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan. Therefore, impacts are less than significant with mitigation.

**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.

3. Prior to the issuance of grading permits, the Project will obtain any required permits under Section 404, Section 402 and Section 401 of the Clean Water Act (33 U.S.C.1341, 1342, 1344) related to impacts and discharges in jurisdictional waters of the United States, including any required corresponding state permits or authorizations under the California Water Code and Title 27, CCR Section 20005 et seq.

4. Prior to the issuance of grading permits, the Project will obtain any required permits from the California Department of Fish & Wildlife for any activity that may adversely affect any river, stream, channel or lake as set forth in Cal. Fish & Game Code, Section 1602 et seq.

**MITIGATION MEASURES**

**BIO-1** Within 30 days prior to initiating ground-disturbance activities, the Project applicant shall retain a qualified biologist to complete a pre-construction take avoidance survey in accordance with the MSHCP. If the take avoidance survey is negative and burrowing owls (BUOWs) are confirmed to be absent, then ground-disturbing activities shall be allowed to commence, and no further mitigation shall be required.

If the survey is positive and BUOWs are confirmed to be present, the Project applicant shall consult with the CDFW and prepare and implement a project-specific BUOW mitigation plan. The plan shall be reviewed and approved by the CDFW. To avoid take, any impacted individuals shall be relocated outside of the impact area by a qualified biologist using passive or active methodologies approved by CDFW. The Project applicant shall further mitigate BUOW-occupied habitat in accordance with the MSHCP.

*Timing/Implementation:* *Prior to/during any vegetation removal or ground-disturbing activities*

*Enforcement/Monitoring:* *City of Wildomar Planning and Public Works Departments*

**BIO-2** Vegetation clearing/grubbing, ground disturbance (e.g., grading, earth moving, 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 seven (7) 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 Project applicant, the City, the CDFW, and the USFWS, as needed.

If raptors or other protected avian nests are identified during the above surveys, the qualified biologist shall notify the Project applicant, the City, the CDFW, and the USFWS, 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 seven 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, earth moving, excavation, use of heavy equipment), and construction activities to avoid impacts to potentially occurring special-status and/or sensitive wildlife species:

- Prior to vegetation clearing/grubbing, a biological monitor shall conduct a pre-construction meeting with the construction crew to identify appropriate access route(s) in and out of the construction area and review of 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/during any vegetation removal or ground-disturbing activities*

*Enforcement/Monitoring:* *City of Wildomar Planning Department*

**BIO-4** To meet the criteria of a biologically equivalent or superior alternative, the applicant shall implement the following measures:

- Acquisition of a total of 0.11 acres in lieu fee credits from Riverside-Corona Resource Conservation District In-Lieu Fee Program or Riverpark Bank (or other approved mitigation bank) to offset impacts to riparian/riverine resources at a 3:1 ratio for southern willow scrub (0.06 acres), a ratio of 2:1 for eucalyptus vegetated streambed (0.01 acres), and a 2:1 ratio for sheet flow (0.04 acres).
- Off-set impacts to riprap stream bed (0.02 acres) through on-site replacement of the rip/rap at a 1:1 ratio.
- Avoidance of the 0.16 acres of riparian/riverine habitat and associated buffer through installation of a protective barrier that shall consist of a fence with signage, and/or other appropriate mechanisms in accordance with the MSHCP to limit unauthorized access, with specific barrier(s) to be used incorporated into the final Project plans/landscaping documents.
- Placement of the 0.16 acres of riparian/riverine habitat and associated buffer into a restrictive covenant to stay with the land in perpetuity to be approved and signed for the protection of the lot prior to the start of grading.
- Compliance monitoring of the 0.16 acres of riparian /riverine habitat and associated buffer shall be conducted by Urban Corps who shall conduct annual trash removal and compliance monitoring. Urban Corps shall provide an annual compliance monitoring letter, memo, or similar mechanism to meet the requirements of California Department of Fish and Wildlife, United States Fish and Wildlife, and the City of Wildomar, along with MSHCP compliance. Funding for compliance monitoring shall be the sole responsibility of the owner to be named in the restrictive covenant to be approved and signed for protection of the lot prior to the start of grading.

*Timing/Implementation:* *Prior to/during any vegetation removal or ground-disturbing activities*

*Enforcement/Monitoring:* *City of Wildomar Planning Department*

**BIO-5** During Construction, the applicant shall remove the eucalyptus trees present in and adjacent to the streambed. The trees shall be cut and removed from the site, with the roots treated and left in place to protect the streambank.

**BIO-6** The Project shall avoid 0.016 acres of riparian/riverine habitat in the southwestern corner of the site. Any fuel modification associated with the Project shall not occur within the riparian/riverine habitat area in the southwest corner of the Project site.

*Timing/Implementation:* *Prior to/during any vegetation removal or ground-disturbing activities*

*Enforcement/Monitoring:* *City of Wildomar Planning Department*

**BIO-7** No manufactured slopes associated with the Project shall extend into the avoided riparian/riverine habitat area located in the southwestern corner of the site.

*Timing/Implementation:* *Prior to/during any vegetation removal or ground-disturbing activities*

*Enforcement/Monitoring:* *City of Wildomar Planning Department*

**BIO-8** During construction the applicant shall implement the following measures to minimize indirect impacts to riparian/riverine resources:

- Use of standard Best Management Practices (BMPs) shall be used during construction.
- Construction-related equipment shall be stored in upland areas, outside of drainages:
  - Use of Source Control BMPS shall include: landscape planning, roof runoff controls, trash storage areas, use of alternative building materials, and education of future tenants;
  - Use of Treatment control BMPs shall include the use of detention basins, vegetated swales (bio-swales), and drain inlets; and
  - Water quality BMPs shall be implemented throughout the Project to capture and treat contaminants.

**BIO-9** No clearing and grubbing outside of the avian breeding season (generally February 1 to August 31) shall be conducted unless a qualified biologist demonstrates that all nesting is complete through completion of a Nesting Brid Clearance Survey which shall be submitted to the County Environmental Programs Department for review and approval.

**BIO-10** The following measures shall be implemented to reduce the edge effects into the riparian and sensitive habitats that are intended to be preserved on-site:

- BMPs will be implemented to maintain water quality, all runoff will be treated prior to existing the site to reduce pollutants of concern, and there will be no increase in water flow from the Project site.
- The Project shall not drain into any MSHCP Conservation Area.
- The Project shall not discharge toxics into any MSHCP Conservation Area.
- No plants included on the California Exotic Pest Plan Council's list of invasive species or in Table 6-2 of the MSHCP will be used in any Project landscape anywhere on the site and only native species will be planted.

- Night lighting will be selectively placed and directed/shielded away from sensitive habitat.

*Timing/Implementation:* *Prior to/during any vegetation removal or ground-disturbing activities and outdoor lighting during construction and Project operations*

*Enforcement/Monitoring:* *City of Wildomar Planning Department*

**BIO-11** Impacts to federal jurisdictional features shall require a CWA Section 404 Permit from the USACE and a CWA Section 401 Water Quality Certification from the RWQCB. Impacts to state jurisdictional features shall require a Streambed Alteration Agreement from the CDFW. Prior to the issuance of any grading permit for permanent impacts in the areas designated as jurisdictional features, the Project applicant shall obtain all regulatory permits from the USACE, RWQCB, and CDFW.

*Timing/Implementation:* *Prior to/during any vegetation removal or ground-disturbing activities*

*Enforcement/Monitoring:* *City of Wildomar Planning & Engineering Departments*

**BIO-12** The Project shall be kept clean of debris and all food-related trash items shall be enclosed in sealed containers and regularly removed from site.

*Timing/Implementation:* *Prior to/during any vegetation removal or ground-disturbing activities*

*Enforcement/Monitoring:* *City of Wildomar Planning & Engineering Departments*

**BIO-13** During construction, employees shall strictly limit their activities, vehicles, equipment and construction material to the Project site, staging areas, and designated routes of travel.

*Timing/Implementation:* *Prior to/during any vegetation removal or ground-disturbing activities*

*Enforcement/Monitoring:* *City of Wildomar Planning & Engineering Departments*

**BIO-14** During construction, Project impact limits shall be fenced with orange snow screen and exclusion fencing shall be maintained until the completion of construction activities.

*Timing/Implementation:* *Prior to/during any vegetation removal or ground-disturbing activities*

*Enforcement/Monitoring:* *City of Wildomar Planning & Engineering Departments*

**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) Disturb any human remains, including those interred outside of formal cemeteries? | | ✓ | | |
| d) 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: 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); or 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. | | ✓ | | |

**BACKGROUND**

This section summarizes the methods and findings of a Cultural Resources Assessment prepared by Helix Planning and Environmental (HELIX-D) included in **Appendix 5.0A**, as well as the tribal consultation process (per AB 52) included in **Appendix 5.0C**.

**DISCUSSION**

a) **Less Than Significant Impact**. As provided in the Cultural Resources Assessment (HELIX-D), while historic topographic maps show roadways and buildings in the vicinity by 1901, none are within or adjacent to the Project site. A structure first appeared on the southeastern corner of the Project site in a 1978 aerial however, it appears to have been demolished by 1994 as it no longer appears on aerial photography. As no buildings or structures currently exist on the property there are no resources considered a historical resource pursuant to CEQA Section 15064.5. Therefore, impacts are less than significant.

b) **Less Than Significant Impact With Mitigation Incorporated**. As provided in the Cultural Resources Assessment (HELIX-D), the records search conducted at the Eastern Information Center identified that 75 cultural resource studies have been conducted within the search radius and nine cultural sites have been recorded within a one mile radius of the Project site. However, results of the records search at

the Eastern Information Center and pedestrian survey did not reveal the existence of any known archaeological resources on the proposed Project site. Implementation of mitigation measure **CUL-1** through **CUL-6** will ensure impacts to unknown archaeological resources are reduced to less than significant. Therefore, impacts are less than significant with mitigation incorporated.

c) **Less Than Significant Impact With Mitigation Incorporated.** No human remains were identified by Helix during the pedestrian survey and none have been recorded on the Project site or within a half-mile radius. Based on these results, the overall sensitivity of the Project site with respect to buried human remains appears to be low. Thus, the Project would not disturb any known human remains, including those interred outside of formal cemeteries. However, in the unlikely event that human remains are unearthed during ground-disturbing activities, implementation of mitigation measure **CUL-5 and CUL-6** would reduce impacts to human remains to a less than significant level.

d) **Less Than Significant Impact With Mitigation Incorporated.** On November 30, 2016, the City of Wildomar notified local tribal governments in writing of the proposed Project pursuant to AB 52 and public resources code (PRC) section 21080.3.1 pertaining to tribal cultural resources consultation (see **Appendix 5.0C**). Three responses were received: (1) Pechanga Band of Luiseno Indians, (2) Soboba Band of Luiseno Indians, and (3) Agua Caliente Band of Cahuilla Indians. Agua Caliente indicated the Project is not located within the Tribe's Traditional Use Area and deferred to other tribes in the area. No response has been received from the Rincon Band of Luiseno Indians.

Both the Pechanga and Soboba tribes requested consultation. The City subsequently worked with the tribes with the common goal of identifying, avoiding, and protecting any tribal cultural resources (per the provisions and requirements of PRC 21080.3.2, 21082.3, and 21084.3). Discussions took place between the City and the two tribes via conference calls in January and February 2017.

The Pechanga and Soboba tribes did not identify any known tribal cultural resources, as defined by PRC 21074, that would be impacted by the Project. The Pechanga tribe expressed concern surrounding the adjacent drainage feature as it appears it may be a confluence of two streams which is often associated with burial sites. However, the Project as currently proposed will avoid this drainage feature. As such, the consultation with Pechanga resulted in the crafting and refinement of what now constitutes agreed upon mitigation measures **CUL-1** through **CUL-6** listed at the end of this section regarding construction monitoring and procedures for potential discovery of unknown resources which will mitigate any unforeseen impacts. The City as the lead agency has deemed these same mitigation measures appropriate and adequate to satisfy any potential impacts related to Soboba. With implementation of these measures, potential impacts to tribal cultural resources would be less than significant.

**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 and Soboba Tribes may assign individuals to monitor all grading, excavation and groundbreaking activities as well, as per **CUL-3** below, 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 Tribe(s) are satisfied that construction will not disturb cultural resources.

*Timing/Implementation:* *During any ground-disturbing construction activities*

*Enforcement/Monitoring:* *City of Wildomar Building and Planning Departments*

**CUL-2** Prior 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 monitor(s) pursuant to **CUL-1**, above. 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:* *Prior to any ground-disturbing construction activities*

*Enforcement/Monitoring:* *City of Wildomar Building and Planning Departments*

**CUL-3** Prior to the issuance of any grading permit, the Project applicant shall contact the Pechanga and Soboba Tribes with notification of the proposed grading and shall enter into individual Tribal Cultural Resources Treatment and Monitoring Agreements with each Tribe that determines its tribal cultural resources may be present on the site. The agreement(s) 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 the 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 agreement(s) shall not conflict with any of these mitigation measures or with State law. A copy of the signed agreement(s) shall be provided to the Planning Director and Building Official prior to issuance of the first grading permit.

*Timing/Implementation:* *Prior to any ground-disturbing activity*

*Enforcement/Monitoring:* *City of Wildomar Building and Planning Departments*

**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 a qualified archaeologist and the Tribal monitor(s). Any cultural resources that are discovered shall be evaluated and a final report prepared by the qualified 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 identified resources. The archaeologist shall take into account the significance of a resource to the appropriate Tribe in making the determination that a resource is or is not a tribal cultural resource. If the archaeologist determines the cultural resources to be either historic resources or unique archaeological resources, but not tribal cultural 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. If the qualified archeologist determines the cultural resources to be tribal cultural resources, mitigation shall be consistent with the Tribal Cultural Resources Treatment and Monitoring Agreement required by mitigation measure **CUL-3** and Public Resources Code Section 21084.3. For all other cultural resources discovered on the Project site, the Project archaeologist shall assess the significance of such resources based on the provisions of CEQA with respect to archaeological resources and all significant cultural resources shall be curated according to the current professional repository standards. The collections and associated records shall be transferred, including title, to a curation facility, that meets the standards set forth in 36 CFR Part 79 for federal repositories. If the Project applicant, Project archaeologist, and Tribe cannot agree on the significance of, avoidance of, or mitigation for such resources, then the Project applicant and the Tribe shall agree on an independent qualified archeologist who shall make the determination based on the information submitted by the Tribe, the religious beliefs, customs, and practices of the Tribe, and the provisions of the California Environmental Quality Act regarding tribal cultural resources. The decision of the independent qualified archeologist may be challenged by the City, Project applicant or the Tribe through any appropriate legal means including, but not limited to, a temporary restraining order or preliminary injunction.

*Timing/Implementation:* *During grading or construction activities*

*Enforcement/Monitoring:* *City of Wildomar Building and Planning Departments*

**CUL-5** 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 twenty-four (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 and the Agreement required under **CUL-2**, above.

*Timing/Implementation:* *During any ground-disturbing construction activities*

*Enforcement/Monitoring:* *City of Wildomar Engineering and Planning Departments*

**CUL-6** If during ground disturbance activities unique cultural resources are discovered, that were not assessed by the archaeological report(s) and/or environmental assessment conducted prior to Project approval, the following procedures shall be followed. Unique cultural resources are defined, for this condition, as being multiple artifacts in close association with each other, but may include fewer artifacts if the area of the find is determined to be of significance due to its sacred or cultural importance. (1) All ground disturbance activities within 100 feet of the discovered cultural resources shall be halted until a meeting is convened between the developer, the archaeologist, the appropriate Native American tribal representative(s) and the planning director to discuss the significance of the find. (2) At the meeting, the significance of the discoveries shall be discussed and after consultation with the tribal representative(s) and the archaeologist, a decision shall be made, with the concurrence of the planning director, as to the appropriate mitigation (documentation, recovery, avoidance, etc.) for the cultural resources. (3) Grading or further ground disturbance shall not resume within the area of the discovery until an agreement has been reached by all parties as to the appropriate mitigation.

*Timing/Implementation:* *During any ground-disturbing construction activities*

*Enforcement/Monitoring:* *City of Wildomar Engineering and Planning Departments*

**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? | | | ✓ | |
| 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? | | | | ✓ |
| f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? | | ✓ | | |

**DISCUSSION**

A Preliminary Geotechnical Investigation was conducted for the Project site by Construction Testing and Engineering, Inc. dated May 21, 2009 (CTE) included in **Appendix 6.0A**. Subsequently, a Geotechnical Update Report was conducted for the Project site by CTE South, October 10, 2016 (CTE South) which can be found in **Appendix 6.0B**. Furthermore, a Paleontological Resources Memorandum prepared by Helix Planning and Environmental, Inc. dated December 19, 2016 (HELIX-E) was prepared for the proposed Project and can be found in **Appendix 5.0B**.

The preliminary geotechnical investigation update was prepared since the original preliminary geotechnical investigation was prepared in 2009, approximately 7 years ago. The purpose of the update was to provide alternative recommendations and seismic updates, if appropriate for construction. Therefore, other than the seismic design and remedial grading and excavations provided in the preliminary geotechnical investigation update provided by CTE-South, the analysis contained in the 2009 by CTE preliminary geotechnical investigation will be utilized in the sections below.

*Local Geology*

The Project site is located at the northwest corner of Clinton Keith Road and Stable Lanes Road. The terrain is gently to moderately sloping and drains south-southwest into a natural drainage which traverses southwesterly through the southwest corner of the site.

Geomorphically, the Project site is situated within the western limits of the Perris structural block. The Perris structural block lies within the Peninsular Ranges Geomorphic Province and is a relatively stable, rectangular area located between the Elsinore and San Jacinto fault zones. These faults are major components of the San Andreas Fault System. The Perris block consists of phyllite, schist, and gneiss of Mesozoic- to possible Paleozoic-age meta-sedimentary rocks intruded by plutonic rocks of the Cretaceous-age Peninsular Ranges batholith. Tertiary-age sediments, Miocene-age volcanics, and Quaternary-age sediments unconformably cap the older Mesozoic-age rocks in this portion of the Perris Block.

The Project site subsurface materials consist of Holocene and Late Pleistocene-age alluvial deposits and Pleistocene and Late Pliocene-age formational material identified as an unnamed sandstone of the Wildomar Area. The site also contains a localized area of undocumented artificial fill approximately 1.5 feet in thickness in the southeast portion of the site.

a.i) **Less Than Significant Impact**. 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 (CGS 2016). 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 Alquist-Priolo Earthquake Fault Zoning 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.

The strength of an earthquake is generally expressed in two ways: magnitude and intensity. The magnitude is a measure that depends on the seismic energy radiated by the earthquake as recorded on seismographs. The intensity at a specific location is a measure that depends on the effects of the earthquake on people or buildings and is used to express the severity of ground shaking. Although there is only one magnitude for a specific earthquake, there may be many values of intensity (damage) for that earthquake at different sites. The most commonly used magnitude scale today is the moment magnitude (Mw) scale. Moment magnitude is related to the physical size of fault rupture and the movement (displacement) across the fault, and it is therefore a more uniform measure of the strength of an earthquake. The seismic moment of an earthquake is determined by the resistance of rocks to faulting multiplied by the area of the fault that ruptures and by the average displacement that occurs

across the fault during the earthquake. The seismic moment determines the energy that can be radiated by an earthquake and hence the seismogram recorded by a modern seismograph (CGS 2002). The most commonly used scale to measure earthquake intensities (ground shaking and damage) is the Modified Mercalli Intensity (MMI) Scale, which measures the intensity of an earthquake's effects in a given locality and is based on observations of earthquake effects at specific places. On the MMI Scale, values range from I to XII. While an earthquake has only one magnitude, it can have various intensities, which decrease with distance from the epicenter (CGS 2016).

As reflected on **Figure 11, Faults and Fault Zones**, the proposed Project site is not located within an Alquist-Priolo Earthquake Fault Zone and no known active faults traverse the site (CTE; **Appendix 6.0A**). The nearest active fault is the Wildomar fault (a segment of the Elsinore fault zone), located approximately 1,050 feet southwest of the site. However, a portion of the site (west-southwest section) is located in a Riverside County Fault Zone (CTE; **Appendix 6.0A**).

All development in the City is required to comply with California Building Code (CBC) requirements that address structural seismic safety and include 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. Additionally, the City of Wildomar codifies the Alquist-Priolo Earthquake Fault Zoning Act (Public Resources Code Section 2621 et seq.) in Wildomar Municipal Code Section 15.75.010. All new development and redevelopment would be required to comply with the requirements of the Alquist-Priolo Fault Zoning Act. The proposed Project would be built in accordance with the CBC and engineered to avoid or withstand surface rupture or other seismic hazards. As such, impacts are considered less than significant.

a.ii) **Less Than Significant Impact With Mitigation Incorporated.** The Project site is located in an area of high regional seismicity and may experience horizontal ground acceleration during an earthquake along the fault identified as the Wildomar Fault Zone or other fault zones in the region. The Project site has been and will continue to be exposed to the potential for strong seismic ground shaking and associated hazards.

All new development is required to comply with the requirements of the California Building Code, which includes specific design measures intended to maximize structural stability in the event of an earthquake. CBC requirements address structural seismic safety and include design criteria for seismic loading and other geologic hazards, including design criteria for geologically induced loading that govern sizing of structural members, building supports, and materials, 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.

The proposed Project is for development of a commercial center and does not include structures for human occupancy. Based on potential for seismic activity, mitigation measure **GEO-1** is required to reduce any impacts to less than significant levels. Implementation of mitigation measure **GEO-1** would

minimize the potential for structural damage and associated safety hazards in the event of strong seismic ground shaking and would reduce this impact to a less than significant level.

a.iii) **Less Than Significant Impact with Mitigation Incorporated.** 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. Based on the presence of dense to very dense and/or cohesive (plastic) subsurface materials, the potential for liquefaction of site soils is low.

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. Groundwater was encountered at depths ranging between approximately 10 and 15.5 feet below ground surface in borings B-4, B-6, and B-7 utilized in the original Geotechnical Investigation. Due to the presence of shallow groundwater and liquefiable soils, a quantitative liquefaction analysis was performed. The computer program LiquefyPro was utilized for the analysis. A historic high groundwater depth of 10 feet was assumed. A peak ground acceleration of 0.916g and earthquake magnitude of 6.8 was utilized for the analysis. Total settlement at the site due to post-earthquake settlement of granular soils and liquefaction was estimated to be 0.79 inches. Differential settlement resulting from soil liquefaction is estimated to be approximately 0.40 to 0.52 inches over a horizontal distance of 40 feet or more. These settlements should be anticipated in the event of a major magnitude earthquake in the immediate vicinity of the site and should be incorporated into the design of the Project, as necessary. The potential for liquefaction of site soils at the design earthquake is considered low. The most significant effect of the potential soil liquefaction is expected to be ground settlement due to volumetric strain within the liquefiable soil zones. However, implementation of development requirements specific to soils conditions found on the Project site as detailed in mitigation measure **GEO-2** is required to reduce impacts. Adherence to the structural design requirements of the CBC would further reduce impacts. As such, impacts associated with seismically induced settlement are considered less than significant with implementation of mitigation measure **GEO-2**. As such, impacts associated with liquefaction are considered less than significant.

a.iv) **No 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, because of the relatively level terrain of the site and surrounding properties, the site is not at risk for landslide, collapse, or rockfall hazards. Therefore, no impacts are anticipated.

b) **Less Than Significant Impact**. 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. However, all construction activities related to the proposed Project would be subject to compliance with the California Building Code. Additionally, all allowed development associated with the proposed Project would be subject to compliance with the requirements set forth in the National Pollutant Discharge Elimination System (NPDES) Storm Water General Construction Permit for construction activities (discussed in further detail in subsection 9, Hydrology and Water Quality, of this IS/MND). Compliance with the CBC and the NPDES would minimize effects from erosion and ensure consistency with San Diego Regional Water Quality Control

Board requirements, which establish water quality standards for the groundwater and surface water of the region.

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 best management practices (BMPs) to prevent deterioration of water quality. Best management practices include silt fences, jute bales or rolls, and other measures that slow stormwater and allow sediment to settle and remain on site, or in areas where it can be easily collected. The displacement of soil through cut and fill will be controlled by Chapter 33 of the 2013 California Building Code relating to grading and excavation, other applicable building regulations, and standard construction techniques; therefore, there will be no significant impact.

Further, a stormwater pollution prevention plan (SWPPP) will be required as part of the grading permit submittal package. The SWPPP 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, including any additional site-specific and seasonal conditions. Erosion control best management practices include, but are not limited to, the application of straw mulch, hydroseeding, the use of geotextiles, plastic covers, silt fences, and erosion control blankets, as well as construction site entrance/outlet tire washing. The State General Permit also requires that those implementing SWPPPs meet prerequisite qualifications that would demonstrate the skills, knowledge, and experience necessary to implement SWPPPs. NPDES requirements would significantly reduce the potential for substantial erosion or topsoil loss to occur in association with new development. Water quality features intended to reduce construction-related erosion impacts will be clearly noted on the grading plans for implementation by the construction contractor. More detail regarding the SWPPP can be found in subsection 9, Hydrology and Water Quality.

The City requires the submittal of detailed erosion control plans with any grading plans. Additionally, fugitive dust would be controlled in compliance with SCAQMD Rules 403 and 1166. The following erosion control features associated with SCAQMD rules and used during remedial activities would be employed: covering stockpiles with plastic sheeting; covering loaded soils with secured tarps; prohibiting work during periods of high winds; and watering exposed soils during construction. Further, in accordance with Clean Water Act and NPDES requirements, water erosion during construction would be minimized by limiting certain construction activities to dry weather, covering exposed excavated dirt during periods of rain, and protecting excavated areas from flooding with temporary berms. As a result, impacts associated with soil erosion during construction are considered less than significant after compliance with required erosion and runoff control measures approved as part of the approval of a grading plan. For a discussion of erosion and runoff impact post-construction, see subsection 9, Hydrology and Water Quality. Therefore, impacts are less than significant.

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. In addition, compliance with the requirements of the CBC ensures a more rigorous seismic design and construction to provide an acceptable risk to the public and better seismic resistance, thereby reducing impacts associated with unstable soils. Implementation of these practices, in addition to implementation of mitigation measure **GEO-2** would ensure that proposed structures are located on stable soils and geologic units and would

not be susceptible to on-site or off-site landslide, settlement, lateral spreading, subsidence, liquefaction, collapse, or ground failure. Therefore, impacts would be less than significant with mitigation.

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. Primary soil types found on-site have high to moderate compressibility characteristics. Soil samples found the expansion indexes were 41 and 11 which indicate low to very low potential for expansion. The Project would be required to comply with the design standards in found in Chapter 18, Soils and Foundation, of the CBC, which includes requirements for development consistent with the conditions found on the Project site and are based on a very low expansion potential for the supporting material. The City also requires that site-specific soils reports accompany a building permit application request, which ensures that the type of building proposed is consistent with the actual soils present on the proposed building location. Additionally, the City evaluates each foundation plan separately using information from the building permit and site-specific soils analysis. Therefore, impacts would be 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.

f) **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. According to Riverside County, the Project site is mapped as a "High Sensitive" area for paleontological sensitivity (County of Riverside 2016). Due to the high paleontological potential found on the Project site, excavations could occur in association with development of the site that could affect paleontological resources. Therefore, it is possible that Project-related ground-disturbing activities could uncover previously unknown paleontological resources within the Project boundaries. Unanticipated and accidental paleontological discoveries during Project implementation have the potential to affect significant paleontological resources. Compliance with mitigation measure **GEO-3** will reduce impacts on paleontological resources to less than significant. The site does not contain any unique geological features. Thus, with implementation of mitigation, impacts would be less than significant.

**STANDARD CONDITIONS AND REQUIREMENTS**

1. The Project shall comply with the California Building Code.
2. The Project shall comply with Chapter 13.12, Stormwater Drainage System Protection of the Wildomar Municipal Code.
3. National Pollutant Discharge Elimination System (NPDES) Stormwater General Construction Permit.
4. SCAQMD Rules 403 & 1166.
5. SWPPP as part of the grading permit submittal package.

**MITIGATION MEASURES**

**GEO-1** The Project applicant shall incorporate the recommendations of the Preliminary Geotechnical investigation dated May 21, 2009, prepared by Construction Testing and Engineering, Inc. (**Appendix 6.0A**) and the Geotechnical Update Report dated October 10, 2016, prepared by CTE South (**Appendix 6.0B**) as amended by the final geotechnical investigation that is prepared after the grading for the Project is complete, which amendment shall be approved by the Building Official and Public Works Director and incorporated into the Project plans for the proposed Project. The Building Official and Public Works Director shall confirm that 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, and seismic settlement, to ensure that all structures built on site are protected from damage and safety hazards associated with ground failure such as lateral spreading, subsidence, liquefaction, and collapse, 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.

*Timing/Implementation:* *Prior to any ground-disturbing construction activities and after initial grading subject to approval of a final geotechnical investigation*

*Enforcement/Monitoring:* *City of Wildomar Planning Department and Building and Safety Department*

**GEO-2** To prevent the potential for damage associated with ground settlement potential resulting from a seismic event, the Project applicant shall incorporate the remedial grading and excavations and seismic design criteria recommendations of the Geotechnical Update Report dated October 10, 2016, prepared by CTE South (**Appendix 6.0B**).

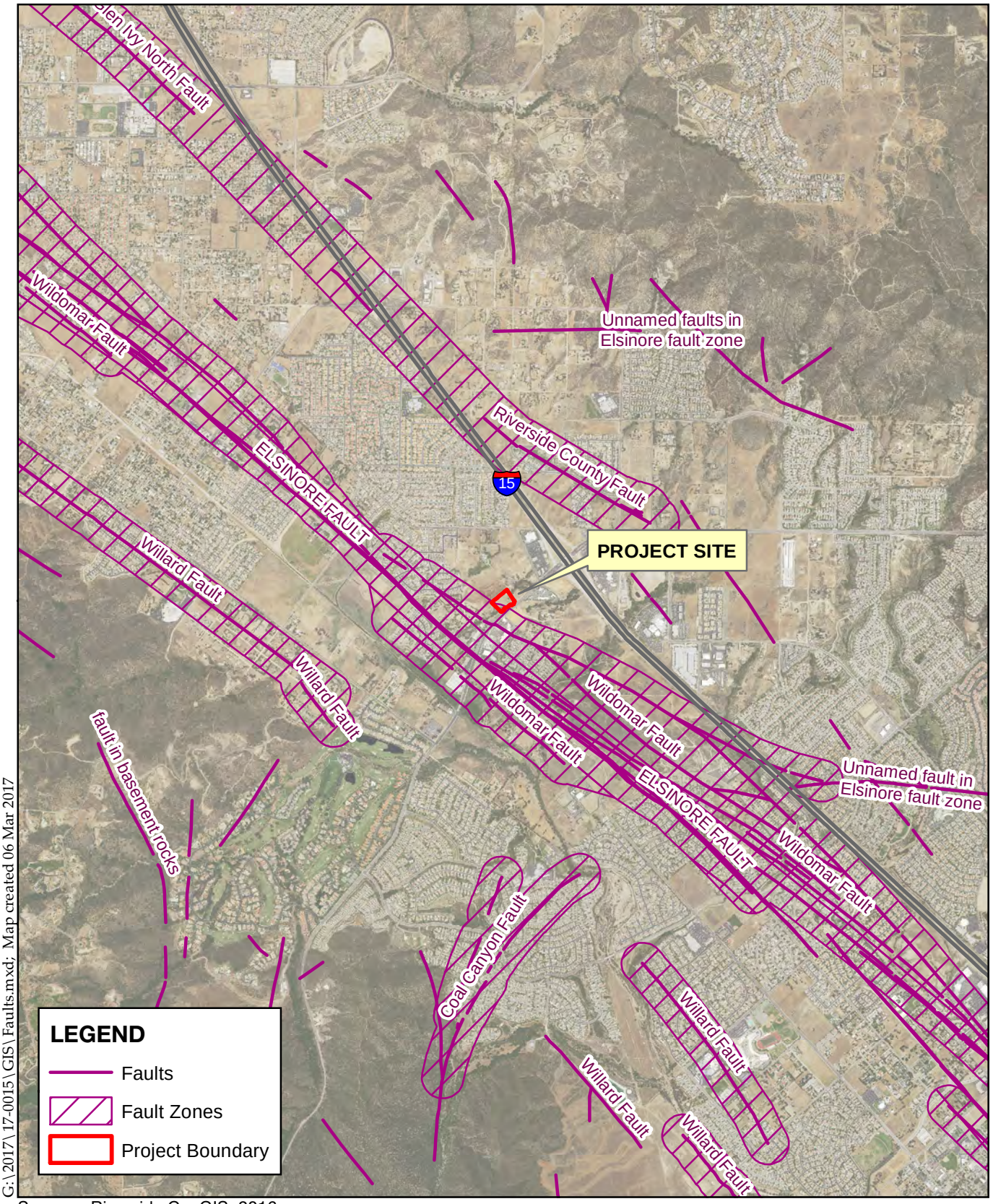
*Timing/Implementation:* *Reviewed as part of the construction plans, and verified prior to occupancy*

*Enforcement/Monitoring:* *City of Wildomar Planning Department and Building and Safety Department*

**GEO-3** 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 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 and Planning Departments*

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Sources: Riverside Co. GIS, 2016;
USDA NAIP, 2014.

**Figure 11 - Faults and Fault Zones**

Wildomar Crossing Retail Center

ALBERT A. WEBB ASSOCIATES

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## 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? | | | ✓ | |

**BACKGROUND**

This section summarizes the methods and findings of a Greenhouse Gas Analysis prepared by Urban Crossroads (URBAN-B). This report is included in its entirety as **Appendix 7.0.** The analysis was prepared to determine the impact on greenhouse gas from the proposed Project.

There is scientific consensus that the contribution of greenhouse gas (GHG) emissions into the atmosphere is resulting in the change of the global climate. The global average temperature is expected to increase relative to the 1986–2005 period by 0.3 to 4.8 degrees Celsius (°C) (0.5–8.6 degrees Fahrenheit [°F]) by the end of the twenty-first century (2081–2100), depending on future GHG emission scenarios (IPCC). According to the California Natural Resources Agency (CNRA), temperatures in California are projected to increase 2.7°F above 2000 averages by 2050 and, depending on emission levels, 4.1–8.6°F by 2100. Physical conditions beyond average temperatures could be indirectly affected by the accumulation of GHG emissions. For example, changes in weather patterns resulting from increases in global average temperature are expected to result in a decreased volume of precipitation falling as snow in California and an overall reduction in snowpack in the Sierra Nevada. The Global Warming Solutions Act, also known as Assembly Bill (AB) 32, is a legal mandate requiring that statewide GHG emissions be reduced to 1990 levels by 2020.

Construction and operation of the proposed Project would generate GHG emissions, with the majority of energy consumption and associated generation of GHG emissions occurring during the Project's operation (as opposed to during its construction). During Project construction, GHGs would be emitted through the operation of construction equipment, trucks, and from worker and vendor vehicles, each of which typically uses fossil-based fuels to operate. The combustion of fossil-based 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 discussion below: (i) area source emissions; (ii) energy source emissions; (iii) mobile source emissions; (iv) solid waste; and (v) water supply, treatment, and distribution.

i. Area sources include landscape maintenance equipment, which would generate emissions from fuel combustion and evaporation of unburned fuel. Equipment in this category would include lawn mowers, shredders/grinders, blowers, trimmers, chain saws, and hedge trimmers used to maintain landscaping.

ii. 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.

iii. GHG emissions will also result from mobile sources associated with the Project. These mobile source emissions will result from the typical daily operation of motor vehicle trips generated by the Project. Project mobile source emissions are dependent on overall daily vehicle trip generation. Based on the Project study area of the Traffic Impact Analysis presented in **Appendix 11.0**, the majority of Project vehicular trips will be coming from residential communities located within a one-way range of one to three miles. In April 2002, the San Diego Association of Governments (SANDAG) published the (*Not So) Brief Guide of Vehicular Traffic Generation Rates* (SANDAG Guide), which provides trip generation rates and trip lengths for specific land uses. The SANDAG Guide provides five distinct commercial/retail land use trip rate and trip lengths based on the size and volume of the land use: Super Regional Shopping Center, Regional Shopping Center, Community Shopping Center, Neighborhood Shopping Center, and Commercial Shops. The SANDAG Guide defines the Neighborhood Shopping Center as "less than 15 acres, less than 125,000 sf, with usually grocery and drugstore, cleaners, beauty & barber shop, and fast food services." The proposed Project consists of approximately 25,904 sf of commercial/retail use on approximately 3.6 acres, which is consistent with the SANDAG Guide's Neighborhood Shopping Center land use. The SANDAG Guide recommends a 3.6 mile trip length for developments consistent with the Neighborhood Shopping Center land use. Thus, a 3.6 mile trip length was utilized for the purpose of this analysis.

iv. Commercial land uses 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.

v. 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, CalEEMod default parameters were used.

**DISCUSSION**

a) **Less Than Significant Impact.** Thresholds of significance illustrate the extent of an impact and are a basis from which to apply mitigation measures. On September 28, 2010, the SCAQMD recommended a bright-line, numeric threshold of 3,000 metric tons of carbon dioxide equivalent ($CO_2e$) as a threshold for all land uses. This threshold was developed as part of the SCAQMD GHG CEQA Significance Threshold Working Group. The working group was formed to assist the SCAQMD's efforts to develop a GHG significance threshold consistent with the GHG reduction goals of AB 32, which as previously described is the legal mandate requiring that statewide GHG emissions be reduced to 1990 levels by 2020. The GHG Significance Threshold Working Group comprises a wide variety of stakeholders including the State Office of Planning and Research (OPR), CARB, the Attorney General's Office, a variety of city and county planning departments in the South Coast Air Basin, various utilities such as sanitation and power companies throughout the South Coast Air Basin, industry groups, and environmental and professional organizations. This threshold was developed to be consistent with

CEQA requirements for developing significance thresholds, is supported by substantial evidence, and provides guidance to CEQA practitioners with regard to determining whether GHG emissions from a proposed Project are significant. Therefore, for the purposes of this evaluation and in the absence of any other adopted significance thresholds, a threshold of 3,000 metric tons of $CO_2e$ per year is used to assess the significance of greenhouse gases (both construction and operational GHG emissions). Emissions resulting from implementation of the proposed Project have been quantified and the quantified emissions are compared with the SCAQMD GHG threshold. The anticipated GHG emissions during Project construction and operation are shown in **Table 7-1, Total Project Greenhouse Gas Emissions (Annual)**.

**Table 7-1**
**Total Project Greenhouse Gas Emissions (Annual)**

| **Emissions Source** | **Emissions (Metric tons per year)** | | | |
|---|---|---|---|---|
| | **$CO_2$** | **$CH_4$** | **$N_2O$** | **Total $CO_2e$** |
| Annual construction-related emissions amortized over 30 years | 5.8 | 1.24E-03 | -- | 5.83 |
| Area | 4.27E-03 | 1.00E-05 | 0.00E+00 | 4.57E-03 |
| Energy | 220.94 | 9.30E-03 | 3.24E-03 | 222.14 |
| Mobile | 2,057.48 | 2.00E-02 | 0 | 2,062.36 |
| Waste | 28.66 | 1.69 | 0.00 | 70.99 |
| Water Usage | 14.00 | 0.11 | 2.80E-03 | 17.65 |
| **Total** | **2,378.97** | | | |
| *SCAQMD Threshold* | 3,000 | | | |
| **Significant?** | **NO** | | | |

*Source: URBAN-B, Table 3-1. See Appendix 7.0 for modeling details.*

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 GHG threshold of 3,000 metric tons of $CO_2e$ per year. Therefore, the impact is less than significant.

b) **Less Than Significant Impact**. As previously stated, AB 32 is the legal mandate requiring that statewide GHG emissions be reduced to 1990 levels by 2020. The Project is below the SCAQMD GHG threshold and no aspect of the Project would conflict with or inhibit the implementation of AB 32.

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 and remain only a goal of the Executive Orders. Specifically, 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. Technically, a governor's Executive Order does not have the effect of new law but can only reinforce existing laws. For instance, as a result of the AB 32 legislation, the State's 2020 reduction target is backed by the adopted AB 32 Scoping Plan, which provides a specific regulatory framework of requirements for achieving the 2020 reduction target. 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. Executive Orders S-03-05 and B-30-15 do not have any such framework and

therefore provide no emissions reduction mechanisms that can be applied to the analysis of land use projects for the purpose of meaningful emissions estimates. As a result of Executive Orders B-30-15 and S-03-05, several new laws were adopted to establish post-2020 GHG reduction goals including statewide carbon pricing and report; this legislation went into effect January 1, 2017. The City will implement the Climate Action Plan (CAP), as discussed below, in a manner that is consistent with these programs.

The City of Wildomar is a participating agency of the Western Riverside Council of Government's (WRCOG) Climate Action Plan (CAP). 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. The CAP recommends GHG emissions targets that are consistent to the reduction targets of the State of California and presents a number of strategies that will make it possible for the City to meet the recommended targets. Projects that demonstrate consistency with the strategies, actions, and emission reduction targets contained in the CAP would have a less than significant impact on climate change. The Project will be compliant with the goals and objectives set forth in the WRCOG's CAP.

To meet emissions reduction targets, the CAP considers existing programs and policies in the subregion that achieve GHG emissions reductions in addition to new GHG reduction measures. Several measures apply to participating jurisdictions in western Riverside County uniformly because they respond to adoption of a state law (e.g., the Low Carbon Fuel Standard) or result from programs administered at the discretion of a utility serving multiple jurisdictions (e.g., utility rebates). For other discretionary measures, participating jurisdictions, including the City of Wildomar, have voluntarily committed to a participation level that could be implemented in their communities. For example, the City has agreed to increase the amount of bike lanes in the city by 10 percent compared with existing conditions (CAP Measure T-1), increase bicycle parking (CAP Measure T-2), increase fixed-route bus service by 5 percent compared with existing conditions (CAP Measure T-5), synchronize traffic signals (CAP Measure T-7), increase the jobs/housing ratio in the city by 5 percent (CAP Measure T-9), and provide residential green bins for the collection and transport of organic waste for compost (CAP Measure SW-1).

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 CAP.

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. 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 existing and projected GHG inventory contained in the CAP. 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 Project is consistent with the General Plan. Since it is a non-residential project, the Project will not exceed the population densities assumed in the GHG inventory contained in the CAP. The Project will result in approximately 2,378.97 MTCO2e per year (See **Table 7-1**, above); the proposed Project would not exceed the

SCAQMD/City's screening threshold of 3,000 MTCO2e per year. Therefore, this impact is less than significant.

**STANDARD CONDITIONS AND REQUIREMENTS**

1. The Project will comply with the goals and objectives in the WRCOG CAP.

**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 reasonable 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, would it 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 or a public airport or public use airport, would the Project 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, would the Project 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 Update (ESA) was prepared for the Project site by EEI Geotechnical and Environmental Solutions (**Appendix 8.0**). 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) **Less Than Significant Impact**. The development of the proposed Project involves 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 commercial development that does not 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 Project 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 the proposed Project would be less than significant.

b) **Less Than Significant Impact with Mitigation Incorporated**. According to the ESA, the Proposed Project site is currently vacant land, with the exception of two observed drainage features (described below). Groundcover at the site is consistent with native soils, and is diced or lined showing evidence of weed abatement. Topography at the site ranges from slight to semi-moderate and generally slopes to the south. Surface water drainage across the site is generally to the south-southwest. A drainage feature was observed along the east-central property boundary along Stable Lanes Road. The feature consists of a large concrete storm drain corridor, which enters the Project site from the northeast, through a culvert which flows beneath Stable Lanes Road. The drain corridor outpours in a southwesterly direction onto riprap placed at the mouth (west side) of the corridor. The southwest portion of the Project site contains a drainage gully which is lined with mature vegetation. Near the south side of the gully, EEI observed three large corrugated metal storm drain conduits which outpour from beneath Clinton Keith Road into the drainage gully which appears to drain in a southwesterly direction. Apart from the two aforementioned storm drainage features no other structural development was observed on the Project site. Near the drainage gully on the southwestern portion of the property, illegally dumped debris was observed. A pile of large concrete debris was observed near the eastern extent of the gully. A discarded rectangular plywood platform, roughly four by eight feet in size, was observed on the northern side of the gully. A discarded laundry machine was observed within the gully, partially covered with the native trees that exist in and around the gully. Minor wind-blown debris which was scattered intermittently along the southern property boundary at Clinton Keith Road. An overhead electrical power line mounted on wooden poles, run parallel to the Project site's southern boundary along Clinton Keith Road was also observed. No evidence of contamination,

distressed vegetation, petroleum-hydrocarbon surface staining, waste drums/containers USTs, ASTs, or improper waste storage/handling was noted during the site reconnaissance.

Based on the information reviewed, from at least 1938 through the mid 1960's, the Project site appeared to be occupied by an area of orchards at the eastern portion which extended onto the adjacent property to the north, a traversing creek, and an area of plowed agricultural field at the southwest portion which extended onto the adjacent property to the west and south. By 1967, the on and offsite orchards no longer appeared maintained. In 1978 and 1985, the southeastern portion of the property was occupied by a mobile home and structures/vehicles also occupied the southwestern portion. Both areas were surrounded by mature vegetation and were accessed by driveways off of Clinton Keith Road. The remaining portions of the Project site appeared as open fields and natural vegetation along the centrally traversing creek bed. In 1989, the Project site appeared almost entirely cleared of vegetation and as undeveloped land. The creek bed was less apparent traversing through the property and mature vegetation could be seen at the southwest corner and eastern margin. The Project site has remained in this configuration through the present time. Site vicinity appeared with mainly residential development on large lots and plowed fields from at least 1938. In the 1990's development of larger residential subdivisions began in the site vicinity. And by 2005, commercial and retail developments were located to the southwest and to the east on the south and north sides of Clinton Keith Road.

Due to past and present use of the property for agricultural purposes, asbestos-containing utility pipes may potentially exist beneath the Project site. Any suspect asbestos-containing piping that will be impacted by future grading activities will be required to be evaluated, and properly removed or controlled by a registered and licensed asbestos contractor before any work begins through implementation of mitigation measure **HAZ-1**. Therefore, impacts are less than significant with mitigation.

c) **Less Than Significant Impact**. The only schools located within one quarter mile of the Project site is Sycamore Academy located southwest of the Project site. All requests for development or a change in occupancy must be circulated to the Lake Elsinore Unified School District (LEUSD) for review and comment. The Project must comply with all applicable local, state, and federal regulations during Project construction and operation. Additionally, the Project is a commercial development and is not anticipated to emit hazardous emissions or handle hazardous or acutely hazardous material within one-quarter mile of a school. Therefore, impacts would be less than significant.

d) **Less Than Significant Impact**. The California Hazardous Waste and Substances Site List (also known as the Cortese List) is a planning document used by state and local agencies and by private developers to comply with CEQA requirements in providing information about the location of hazardous materials sites. California Government Code Section 65962.5 requires the California Environmental Protection Agency to annually update the Cortese List. The California Department of Toxic Substances Control (DTSC) is responsible for preparing a portion of the information that comprises the Cortese List. Other state and local government agencies are required to provide additional hazardous material release information that is part of the complete list. The EnviroStor database constitutes the DTSC's component of Cortese List data by identifying state response sites, federal Superfund sites, school cleanup sites, and voluntary cleanup sites. The EnviroStor database identifies sites that have known

contamination or sites for which further investigation is warranted. It also identifies facilities that are authorized to treat, store, dispose, or transfer hazardous waste. Based on the Phase I ESA and an inquiry through the EnviroStor database, the Project site is not listed on the Cortese List and no hazardous materials sites were identified within a quarter mile of the proposed Project site.

However, ESA reviewed electronic database listings for possible hazardous waste generating establishments and sites with known environmental concerns within the vicinity of the Project site. Facilities were identified by county, state, or federal agencies that generate, store, or dispose of hazardous materials. The majority of information in this section was obtained from EDR®, an environmental information/database retrieval service. The Project site is not listed on any of the databases reviewed as having environmental concerns. Two listings were reported within a one-quarter mile radius of the subject property: (1) Rite Aid No. 6481 located at 32450 Clinton Keith Road, 0.21 miles southwest; and (2) Stater Bros. Market located at 36010 Hidden Springs, 0.22 miles northeast. Generator permits are not generally considered cause for environmental concern, unless the facility has a dual listing, or a reported release. Stater Bros. is dual listed under the LUST database. However, based on the absence of a reported release and location (i.e. farther than one-eighth mile from the subject property), these sites are not considered an environmental concern.

Leaking underground storage tanks (LUST) are a significant source of petroleum impacts to groundwater and can also result in the following potential threats to health and safety (SWRCB 2016):

- Exposure from impacts to soil and/or groundwater
- Contamination of drinking water aquifers
- Contamination of public or private drinking water wells
- Inhalation of vapors

The ESA identified two additional LUST listings reported within a one-quarter mile radius of the Project site. Operating permits are not generally considered cause for environmental concern, unless the facility has a dual listing, or a reported release. Neither of the listings, 7-Eleven #33595 located at 32060 Clinton Keith Road, 0.12 miles northeast; and ARCO AM/PM located at 36228 Hidden Springs, 0.18 miles northeast, are dual listed under the LUST database. Based on the absence of a reported release and location (i.e. farther than one-eighth mile from the subject property), these sites are not considered an environmental concern.

There is one reported site on the Local Lists of Landfill and Hazardous Waste/Contaminated Sites. The site, Replanet, LLC is located at 23893 Clinton Keith Road, approximately 0.46 miles northeast, and is a recycle center which is not considered an environmental concern.

Other Ascertainable Records were also reviewed (Drycleaners) identifying Palm Cleaners located at 36004 Hidden Springs Road, 0.22 miles northeast. This is listed as a dry-cleaning facility in operation since 2005. However, as previously mentioned, operating permits are not generally considered cause for environmental concern, unless the facility has a dual listing, or a reported release. The site is not dual listed under the LUST database and there have been no reported releases. Thus, this site is not considered an environmental concern.

Given that the Project site is not located on the Cortese List and given that none of the sites in the Project site's vicinity are considered an environmental concern, a less than significant impact would occur.

e) **No Impact**. The Project site is not located within any airport land use plan. The closest public airport is French Valley Airport, which is located approximately 9 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 would be no impacts.

f) **No Impact**. The Project site is located in proximity to Skylark Field, which is a private airstrip located at the south end of Lake Elsinore, approximately 4 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 Wildomar General Plan Figure 2, Skylark Airfield Area of Influence, the proposed Project site is outside of the area of influence (City of Wildomar 2008). Therefore, there would be no impacts.

g) **Less Than Significant Impact**. Access to the Project site is available via Clinton Keith Road and Stable Lanes Road. The construction and operation of the proposed Project would not place any permanent physical barriers on either of these public streets. Construction would take place within the Project site, and no roadway closures are anticipated. 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**. Government Code 51175-89 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. Local responsibility area 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 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 Project site is located in a very high fire hazard zone. Therefore, development on the Project site would be subject to compliance with the 2013 California Building Code (or the most current version) and the 2013 Edition of the California Fire Code (Part 9 of Title 24 of the California Code of Regulations). In addition, 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 risk of loss due to wildfires. Implementation of mitigation measures **HAZ-2** and **HAZ-3** would further ensure impacts are less than significant. Therefore, impacts are less than significant with mitigation.

**STANDARD CONDITIONS AND REQUIREMENTS**

1. The Project will be required to comply with Wildomar Municipal Code Section 13.20.220 that regulates water well abandonment procedures for any private wells located within the property boundaries.

2. Any septic system removal must comply with Riverside County Environmental Health requirements that require removal of most of the system and filling the tank with sand.

3. Prior to issuance of any building permit, the Project applicant shall pay the required development impact fees pursuant to Wildomar Municipal Code Section 3.44.080 and in effect at the time of building permit issuance.

**MITIGATION MEASURES**

**HAZ-1** During ground disturbing activities, any pipes encountered shall be evaluated for asbestos by a registered and licensed asbestos contractor and, if asbestos is found, the registered and licensed asbestos contractor shall specify the proper removal or asbestos control before ground disturbing activities resume.

*Timing/Implementation:* *During grading or construction activities*

*Enforcement/Monitoring:* *City of Wildomar Building and Planning Departments*

**HAZ-2** Prior to the issuance of building permits, the Applicant shall demonstrate to the satisfaction of the Building Official and County Fire Chief, compliance with all applicable state and local building standards, including those for materials and construction methods intended to mitigate wildfire exposure as described in the 2016 California Building Code (or most recent edition); specifically Chapter 7A, 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 Fire and Planning Departments*

**HAZ-3** Prior to the issuance of a certificate of occupancy, the Applicant shall demonstrate to the satisfaction of the Building Official and 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 occupancy*

*Enforcement/Monitoring:* *City of Wildomar Fire and Planning Departments*

**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 pre-existing 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 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? | | | | ✓ |

**BACKGROUND**

This section summarizes the methods and findings of a Preliminary Hydrology Report (SWS-A) and Preliminary Water Quality Management Plan (SWS-B) prepared for the proposed Project by SWS Engineering, Inc. The reports are included in their entirety in **Appendix 9.0A**, and **9.0B**, respectively.

The Project proposes four biofiltration basins on the site. Each basin is a separate drainage management area (DMA). These basins will be used to treat the impermeable area runoff of the Project site and will provide storm water treatment and hydromodification controls for the Project site.

**DISCUSSION**

a, e, f) **Less Than Significant Impact.** City of Wildomar Municipal Code Section 13.12.050, Regulatory Consistency, requires that development 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 provides details on the requirements for standard stormwater mitigation plans (SSMPs, also known as WQMPs). The Preliminary Water Quality Management Plan (WQMP) for this Project is included in **Appendix 9.0B** of 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 in 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 within Riverside County.

The Project site currently drains from north to south. The site slopes at an approximate grade of one percent with approximately three feet of vertical fall across the site. A "run-on" condition occurs where drainage basins to the north of the Project site collect and run on to the site by way of an existing water pipe along Stable Lanes Road. Onsite water runs from the north corner and sheet flows across bare dirt with sparse grass to a natural channel that drains offsite. Both onsite runoff and offsite run on combine onsite and drain to this natural channel located in the southwest corner of the site.

<u>Construction</u>

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 bacterial indicators, metals, nutrients, pesticides, toxic organic compounds, sediments, trash/debris, and oil and grease. The Project site does not contain any known

legacy pollutants or hazardous substances above applicable regulatory standards (see subsection 8, Hazards and Hazardous Materials).

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 include 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 (BMPs) 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:

1. Erosion controls
2. Sediment controls
3. Wind erosion controls
4. 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:

1. Good housekeeping activities such as storing of materials covered and elevated off the ground, in a central location.
2. Securely locating portable toilets away from the storm drainage system and performing routine maintenance.
3. Providing a central location for concrete washout and performing routine maintenance.
4. Providing several dumpsters and trash cans throughout the construction site for litter/floatable management.
5. 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. Although dewatering is not anticipated, 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

A Preliminary Hydrology Report (**Appendix 9.0A**) was prepared to determine the pre-and post-development runoff. This analysis was conducted utilizing the Riverside County Rational Method. **Table 9-1, Peak Flow Rates: 100-Year Storm Event** depicts a summary of the results for proposed flow rates for the 100-year storm event.

**Table 9-1**
**Peak Flow Rates: 100-Year Storm Event**

| Location | Volume (ac) | | | Flows (cfs) | | |
|---|---|---|---|---|---|---|
| | Pre-Development | Post-Development | +/- | Pre-Development | Post-Development | + / - |
| Offsite | 35 | 35 | 0 | 99.4 | 99.4 | |
| On-site | 4.02 | 4.02 | 0 | 9.3 | 12.4 | +2.9 |
| **Total** | **39.02** | **39.02** | **0** | **108.7** | **111.8** | **+2.9** |

*Source: SWS-A, Table 1 – Pre and Post-Development Areas and Flows (Appendix 9.0A)*

As reflected in **Table 9-1** above, development of the site will only slightly increase runoff. On-site flows resulting from the Project and associated improvements will discharge into bioretention basins (**Appendix 9.0A**) for treatment before entering the existing natural channel (outfall area) in the southwest corner of the property and draining off-site as in the pre-development condition.

Run-on to the site, from the properties to the east, will be conveyed through the site in a public storm drain system that will connect to an existing public storm drain pipe in Stable Lanes Road. This public line will discharge directly to the existing open channel area at the southwest corner of the site. This public line will be independent of the private on-site system.

The existing 72-inch pipes that run under Clinton Keith and discharge into the open channel area at the southwest corner of the site will be slightly modified to move the point of discharge slightly east.

As stated above, while the Project site will increase impervious surface areas, flows will increase only slightly (by 2.9 cfs) in the developed condition. To reduce flow rates to predeveloped conditions, an

underground detention system will be utilized in order to detain runoff and meter the release of the storm water to the pre-development flow rates.

SWS Engineering Inc. (2016b) prepared a preliminary Water Quality Management Plan for the proposed Project (see **Appendix 9.0B**). A final WQMP, subject to approval by Wildomar City Staff, 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 9-2**, **Receiving Waters for Urban Runoff from the Proposed Project** which also identifies the designated beneficial uses associated with each of the receiving waters.

**Table 9-2**
**Receiving Waters for Urban Runoff from the Proposed Project**

| Receiving Waters | EPA-Approved 303(d) List Impairments | Designated Beneficial Uses |
|---|---|---|
| Murrieta Creek | Chlorpyrifos, Copper, Iron, Manganese, Nitrogens, Phosphorous, Toxicity | AGR, GWR, IND, MUN, PROC, REC1, REC2, WARM, WILD |
| Santa Margarita Upper | Phosphorous, Toxicity | AGR, COLD, IND, MUN, PROC, RARE, REC1, REC2, WARM, WILD |
| Santa Margarita Lower | Enterococcus, Fecal Coliform, Phosphorus, Total Nitrogen | AGR, COLD, IND, MUN, PROC, RARE, REC1, REC2, WARM, WILD |
| Santa Margarita Lagoon | Eutropic | EST, MAR, MIGR, RARE, REC1, REC2, WILD |
| Pacific Ocean | | AQUA, BIOL, COMM, IND, MAR, MIGR, NAV, RARE, REC1, REC2, SHELL, SPWN, WILD |

*Source: SWS-B, Table A.1 (Appendix 9.0B)*

As listed in **Table 9-1**, beneficial uses include the following:

- 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.
- Aquaculture (AQUA) - Includes the uses of water for aquaculture or mariculture operations including, but not limited to, propagation, cultivation, maintenance, or harvesting of aquatic plants and animals for human consumption or bait purposes.
- 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 (ASBS), where the preservation or enhancement of natural resources requires special protection.
- 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.
- Commercial and Sport Fishing (COMM) – Includes the uses of water for commercial or recreational collection of fish, shellfish, or other organisms including, but not limited to, uses involving organisms intended for human consumption or bait purposes.
- Ground Water Recharge (GWR) – Includes uses of water for natural or artificial recharge of ground water for purposes of future extraction, maintenance of water quality, or halting of saltwater intrusion into freshwater aquifers.

- 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 re-pressurization.
- Marine Habitat (MAR) – Includes uses of water that support marine ecosystems including, but not limited to, preservation or enhancement of marine habitats, vegetation such as kelp, fish, shellfish, or wildlife (e.g., marine mammals, shorebirds).
- Migration of Aquatic Organisms (MIGR) – Includes uses of water that support habitats necessary for migration, acclimatization between fresh and salt water, or other temporary activities by aquatic organisms, such as anadromous fish.
- 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.
- Navigation (NAV) – Includes uses of water for shipping, travel, or other transportation by private, military, or commercial vessels.
- Industrial Process Supply (PROC) – Includes uses of water for industrial activities that depend primarily on water quality.
- Rare, Threatened or Endangered Species (RARE) – Waters that support the habitats necessary for the survival and successful maintenance of plant or animal species designated under state or federal law as rare, threatened, or endangered.
- 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. Shellfish Harvesting (SHELL) – Includes uses of water that support habitats suitable for the collection of filter-feeding shellfish (e.g., clams, oysters and mussels) for human consumption, commercial, or sport purposes
- Spawning, Reproduction, and/or Early Development (SPWN) – Includes uses of water that support high quality habitats suitable for reproduction, early development and sustenance of marine fish and/or cold freshwater fish.
- 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.
- 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.

The WQMP identifies a series of specific permanent and operational source control best management practices to be incorporated into project design:

- Downspouts to landscaped areas
- Runoff directed to runoff areas
- Covered trash enclosures
- Runoff directed to bioretention basins
- Parking lot sweeping
- Weekly landscape maintenance
- Weekly trash pickup

Implementation of best management practices identified in the preliminary WQMP and compliance with existing state and local regulations would protect water quality, would not violate any waste discharge requirements, would not substantially degrade water quality, and would ensure compliance with applicable water quality standards. Furthermore, with the SWPPP, best management practices, compliance with the Construction General Permit and Statewide General Permit, and the Project's design features of the bio-retention basins, biofiltration basins, and underground detention systems, the proposed Project would not create or contribute runoff water that would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff. Therefore, impacts are less than significant.

b) **Less Than Significant Impact**. The Project site is located in the area subject to the Elsinore Basin Groundwater Management Plan (EVMWD 2005). Adopted on March 24, 2005, under the authority of the Groundwater Management Planning Act (California Water Code Part 2.75, Section 10753), as amended, the plan addresses the hydrogeologic understanding of the Elsinore Basin, the evaluation of baseline conditions, the identification of management issues and strategies, and the definition and evaluation of 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 recharge capability of Murrieta Creek, as the creek is outside the Project boundaries.

Currently, the proposed site is largely permeable. However, construction of the proposed Project will result in an increase in impervious surfaces by approximately 3.6 acres. Development on the Project site may lead to an increased demand for potable water supply, which is provided by the Elsinore Valley

Municipal Water District, in part from groundwater supplies. The EVMWD imports water to ensure that significant overdraft of local groundwater supplies does not occur. Based on the EVMWD's (2011) Urban Water Management Plan as discussed in further detail in Section 16.d, below, no adverse impacts to groundwater resources are forecast to occur from implementing the approved land uses in the Project area as anticipated as part of buildout of the Wildomar General Plan. The proposed Project would be consistent with the General Plan and is therefore consistent with the Urban Water Management Plan and would not significantly alter groundwater use in the area.

Further, the Project applicant is required to obtain a will-serve letter from the EVMWD. A will-serve letter was received on December 12, 2016 which confirms EVMWD's current water supply is sufficient to serve the proposed Project. Therefore, impacts are 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. The drainage of surface water would be controlled by building regulations and directed toward the biofiltration basins to be directed to storm drains. The proposed drainage of 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. The 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 surface 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. The proposed Project would not alter this general drainage pattern. The buildings and parking areas will channel the drainage into underground pipes, leading to the biofiltration basins which lead to the existing outfall area located in the southwestern portion of the site. The addition of impervious surfaces to the Project site would increase flow rates, potentially increasing erosion. However, runoff is proposed to be routed through the subsurface storm drainage into onsite biofiltration basins and treated and held there before being released and routed to the existing outfall area, which conveys flows to an existing 72-inch CMP and ultimately to Murrieta Creek. This proposed drainage system would slow runoff velocities, allow sediment to settle out of the water, and capture trash and debris collected in the system. Furthermore, implementation of the required SWPPP for the Project includes best management practices designed to prevent erosion both during and after construction (see Issue a) above). Therefore, the proposed Project would not substantially alter the existing drainage pattern in a manner that would result in substantial erosion or siltation on- or off-site site or that would result in flooding on- or off-site. Thus, this impact would be less than significant.

g, h) **No Impact.** The Project site is designated by the Federal Emergency Management Agency (FEMA) as Zone X, indicating minimal risk of flooding. Furthermore, the Project does not propose any residential uses. 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.** Riverside County 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 (2008). 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 impact would occur.

j) **No Impact**. The Project site is not located in an area that is subject to seiches, mudflows, or tsunamis. As a result, no impact would occur.

**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 Water Quality Management Plan (see **Appendix 9.0B**).
2. The Project will comply with City of Wildomar Municipal Code Section 13.12.050, Regulatory Consistency, and obtain a Municipal Separate Storm Sewer System (MS4) Permit from the San Diego Regional Water Quality Control Board.
3. The Project shall obtain any required regulatory permits from the USACE, RWQCB, and CDFW for drainage, runoff and water quality affecting any river or stream.
4. The Project applicant shall develop a SWPPP and shall comply, as applicable, with the Construction General Permit and Statewide General Permit.

**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 is consistent with the existing and proposed General Plan land use designations and developed uses. The Project site is located in an urbanized area characterized by a mix of land uses. The surrounding area includes both residential and commercial retail uses. The area surrounding the Project is either currently developed with commercial and residential uses, or is planned for these types of uses. Land to the northeast of the proposed Project is currently vacant; southeast is developed with commercial uses, southwest is vacant and developed with commercial uses; and northwest is some vacant and a single-family residential community. The City of Wildomar General Plan land use designation for the Project site is Commercial Retail (CR), which allows development of commercial uses. Zoning for the Project is Rural Residential (R-R). The General Plan land use designations of the properties surrounding and immediately adjacent to the Project site are CR to the northeast, Commercial Retail (CR) to the southeast, Commercial Retail (CR) to the southwest, and Low Density Residential (LDR) to the northwest (**Figure 6)**. Based on this information, Project would not disrupt or divide the physical arrangement of an established community. No impacts would occur.

b) **Less Than Significant Impact.** As described previously, the Project site zoned Rural Residential (RR), which allows the development of single-family residences with a minimum lot area of ½ acre. However, the General Plan indicates that the parcel has a land use designation of Commercial Retail (CR). A Zone Change is required, to make the zoning consistent with the General Plan. The proposed Project will include a Change of Zone from Rural Residential (RR) to General Commercial (C-1/C-P). Upon approval, the proposed Project's land use and zoning designation will be consistent with one another and compatible to the surrounding land uses.

Furthermore, the Project does not conflict with any General Plan policies aimed at mitigating environmental effects, including: Land Use (LU) Policies – 1.3, 1.6, 2.1, 3.1, 4.1, 5.1,5.3, 6.1, 6.3, 6.4, 8.1, 8.2, 9.1, 23.6 23.7, 23.9, 32.1; Circulation (C) Policies – 1.4, 1.5. 1.6, 1.7, 2.1, 2.2, 2.3, 2.4, 2.5, 3.2, 3.3, 3.5, 3.6, 3.9, 3.10,3.11, 3.13, 3.15, 3.16, 3.17, 3.18, 3.20, 3.24, 3.25, 3.28, 4.1, 4.2, 4.4, 4.7, 4.9, 4.10, 5.2, 5.3, 6.1, 6.2, 6.3, 6.7, 8.5, 11.1, 21.4,25.2; Open Space (OS) Policies – 2.2, 2.3, 3.3, , 5.5, 6.1, 6.2, 9.3, 16.1, 16.2, 17.1, 18.1, 19.2, 19.8, 19.9, 19.10; Air Quality (AQ) Policies – 1.1, 1.2, 1.3, 1.4, 2.2,

2.3, 12.3; Safety (S) Policies – 2.2-2.7, 3.1-3.7; or Noise (N) Policies – 1.1, 1.4, 1.6, 4.1, 4.2, 4.3, 4.8, 12.1, 12.2, 12.3, 12.4.

Therefore, any impacts would be less than significant.

c) **Less Than Significant Impact.** The City of Wildomar participates in the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP). As discussed in Subsection 4, Biological Resources, the Project would be required to comply with the provisions contained in the MSHCP. The MSHCP 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; therefore, consistent with Wildomar Municipal Code Section 3.42.090, the Project applicant will be required to pay the standard impact mitigation fee. Pursuant to Wildomar Municipal Code Section 3.43.070, the Project applicant shall also pay the fees for the Stephens' Kangaroo Rat Habitat Conservation Plan Mitigation Fee Area. 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. Wildomar Municipal Code 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. Wildomar Municipal Code Section 3.44.060 requires that the applicant pay appropriate development impact fees prior to the 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 a 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.** The proposed Project site is located in an area designated as MRZ-3 by the Wildomar General Plan (2008). 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. Therefore, there would be no impacts.

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. Therefore, there would be no impacts.

**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) The exposure of persons to, or the generation of, noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? | | ✓ | | |
| b) The 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, would the Project expose people residing or working in the Project area to excessive noise levels? | | | | ✓ |
| f) For a project within the vicinity of a private airstrip, would the Project expose people residing or working in the Project area to excessive noise levels? | | | | ✓ |

**BACKGROUND**

This section summarizes the methods and findings of a noise impact analysis prepared by Urban Crossroads (URBAN-C). The analysis was prepared to determine the noise exposure and the necessary noise mitigation measures for the proposed Project. This report is included in its entirety in **Appendix 10.0**.

The Project site is currently bounded by properties: (1) to the northeast, which are vacant and currently zoned R-R but designated for Commercial Office use under the General Plan; (2) to the northwest , which are vacant currently zoned R-1 and designated Medium Density Residential under the General Plan as well as an existing single family residential community; (3) to the southeast, which is developed with commercial uses; and (4) to the southwest which is currently vacant with CR zoning and designated for General Commercial uses under the General Plan and developed with existing commercial uses.

Construction noise represents a short-term increase on the ambient noise levels. Construction-related noise impacts are expected to create temporary and intermittent high-level noise conditions at receivers surrounding the Project site.

The on-site Project-related operational noise sources are expected to include: roof-top air conditioning units, parking lot vehicle movements, a drive-thru speakerphone, and loading dock activities.

**Sensitive Receivers**

Sensitive receivers are generally defined as locations where people reside or where the presence of unwanted sound could otherwise adversely affect the use of the land. Noise-sensitive land uses are generally considered to include: schools, hospitals, single- family dwellings, mobile home parks, churches, libraries, and recreation areas. Moderately noise- sensitive land uses typically include: multi-family dwellings, hotels, motels, dormitories, out-patient clinics, cemeteries, golf courses, country clubs, athletic/tennis clubs, and equestrian clubs. Land uses that are considered relatively insensitive to noise include business, commercial, and professional developments. Land uses that are typically not affected by noise include: industrial, manufacturing, utilities, agriculture, natural open space, undeveloped land, parking lots, warehousing, liquid and solid waste facilities, salvage yards, and transit terminals.

To assess the potential for long-term operational and short-term construction noise impacts, the following six receiver locations as shown on **Figure 12, Sensitive Receiver Locations**, were identified as representative locations for focused analysis. Sensitive receivers in the vicinity of the Project site include the existing single-family residential homes located at receiver locations R1 to R6. The closest sensitive receiver is represented by location R1 at a distance of approximately 38 feet northeast of the Project site boundary. Other sensitive land uses in the Project study area that are located at greater distances than those identified in this noise study will experience lower noise levels due to the additional attenuation from distance and the shielding of intervening structures.

- R1 – Located approximately 38 feet northwest of the Project site, R1 represents the existing residential homes on Onyx Way. A 24-hour noise level measurement was taken near this location, L1, to describe the existing ambient noise environment.
- R2 – Represents existing residential home located approximately 43 feet northwest of the Project site on Onyx Way.
- R3 – Represents the existing single-family residential homes located roughly 48 feet northwest of the Project site on Onyx Way.
- R4 – Represents the existing single-family residential homes located roughly 405 feet southwest of the Project site on Windsong Lane.
- R5 – Represents the single-family residential homes southeast of the Project site at a distance of roughly 662 feet on Via Del Sol. A 24-hour noise level measurement was taken near this location, L3, to describe the existing ambient noise environment.
- R6 – Represents the existing single-family residential homes located approximately 711 feet southeast of the Project site on Via Del Sol.

Per Federal Transit Administration guidance, it is not necessary to collect measurements at each individual building or residence in order to describe the existing noise environment because each receiver measurement represents a group of buildings that share acoustical equivalence. In other words, the area represented by the receiver shares similar shielding, terrain, and geometric relationship to the reference noise source. Receivers represent a location of noise sensitive areas and are used to estimate the future noise level impacts. Collecting reference ambient noise level measurements at the nearby sensitive receiver locations allows for a comparison of the before and after Project noise levels and is necessary to assess the potential Project-related noise level contributions. (URBAN-D, p. 29). Thus, it is not necessary to collect 24-hour noise level measurements at each receiver location. Hence, 24-hour noise measurements were taken

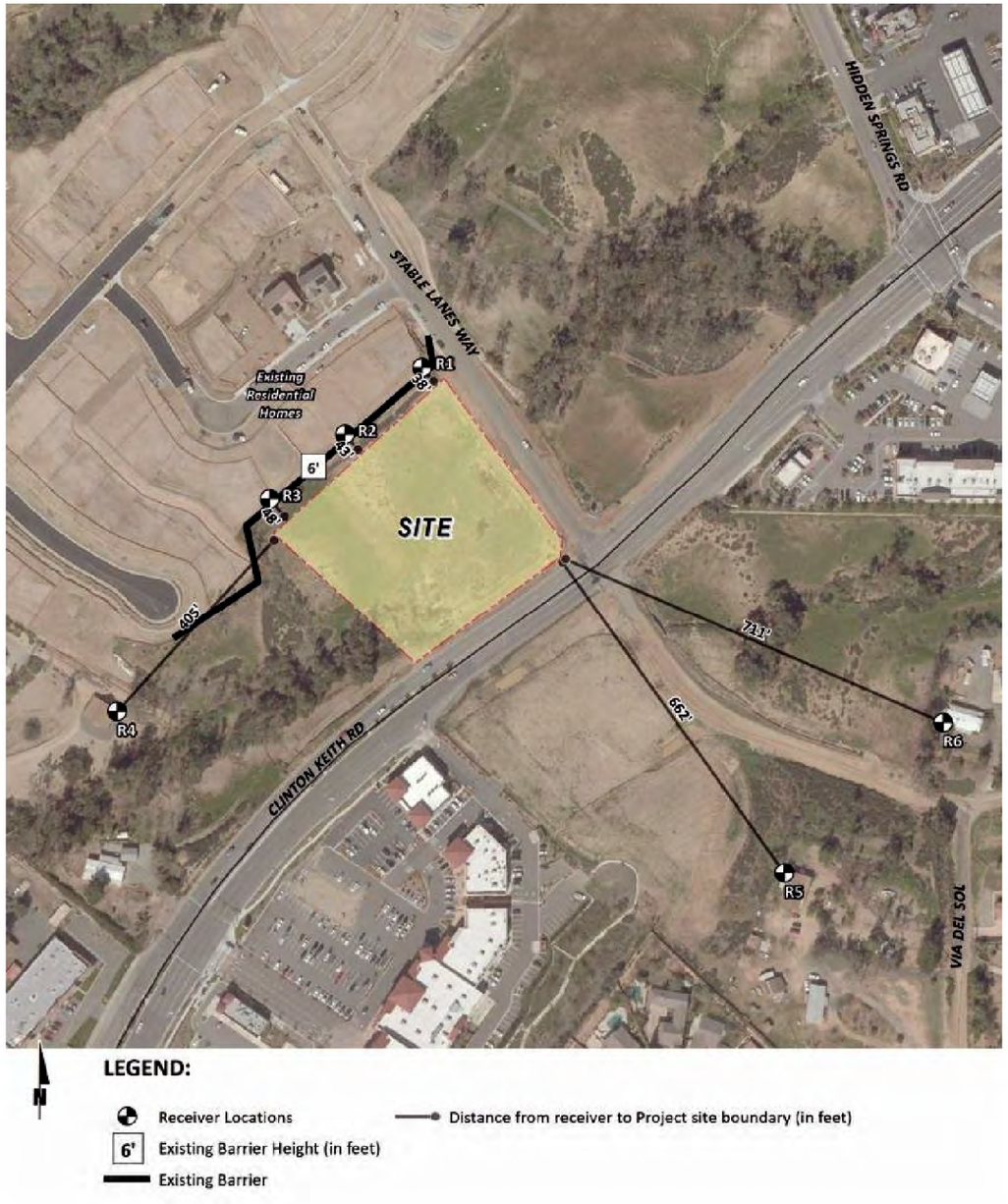
only at the receivers R1 and R5 as indicated above. The significance criteria for sensitive receivers is set forth in **Table 12-1, Significance Criteria Summary** below.

**Non-Sensitive Receivers**

The City of Wildomar has established the satisfactory noise levels of significance for non-noise-sensitive land uses in the Project study area. As indicated on Table N-1 of the City of Wildomar General Plan Noise Element, the exterior noise level criteria for "normally acceptable" non-noise-sensitive land use, such as an industrial land use, is 70 dBA CNEL. Noise levels greater than 70 dBA CNEL are considered "conditionally acceptable."

To determine if Project-related traffic noise level increases are significant at off-site non-noise sensitive land uses, a "readily perceptible" 5 dBA and "barely perceptible" 3 dBA criteria are used as discussed later in this analysis.

When the without Project noise levels at the non-noise-sensitive land uses are below the "normally acceptable" 70 dBA CNEL compatibility criteria, a "readily perceptible" 5 dBA or greater noise level increase is considered a significant impact. When the without Project noise levels are greater than the "normally acceptable" 70 dBA CNEL land use compatibility criteria, a "barely perceptible" 3 dBA or greater noise level increase is considered a significant impact since the noise level criteria is already exceeded. The noise level increases used to determine significant impacts for non-noise-sensitive land uses are generally consistent with the FICON noise level increase thresholds for noise-sensitive land uses but instead rely on the City of Wildomar General Plan Noise Element, Table N-1, 70 dBA CNEL exterior noise level criteria. The significance criteria for off-site non-sensitive receivers is set forth in **Table 12-1** below.




G:\2017\17-0015\GIS\NoiseReceivers.mxd; Map created 14 Aug 2017

Source: Urban Crossroads, March 2017

NOT TO SCALE

**Figure 12 - Sensitive Receiver Locations**

Wildomar Crossing Retail Center

ALBERT A. WEBB ASSOCIATES

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**DISCUSSION**

a, c, d) **Less Than Significant Impact With Mitigation Incorporated.** The City of Wildomar was incorporated as a City in October of 2008. Through the incorporation process, the City adopted the Riverside County General Plan Noise Element to control and abate environmental noise, and to protect the citizens of the City of Wildomar from excessive exposure to noise. The Noise Element specifies the maximum allowable exterior noise levels for new developments impacted by transportation noise sources such as arterial roads, freeways, airports and railroads. In addition, the Noise Element identifies several polices to minimize the impacts of excessive noise levels throughout the community, and establishes noise level requirements for all land uses. To protect City of Wildomar residents from excessive noise, the Noise Element contains the following seven policies:

*N 1.1 Protect noise-sensitive land uses from high levels of noise by restricting noise-producing land uses from these areas. If the noise-producing land use cannot be relocated, then noise buffers such as setbacks, landscaping, or block walls shall be used.*

*N 1.3 Consider residential use as noise-sensitive and discourage this use in areas in excess of 65 CNEL.*

*N 1.5 Prevent and mitigate the adverse impacts of excessive noise exposure on the residents, employees, visitors, and noise-sensitive uses of Riverside County.*

*N 1.7 Require proposed land uses, affected by unacceptable high noise levels, to have an acoustical specialist prepare a study of the noise problems and recommend structural and site design features that will adequately mitigate the noise problem.*

*N 12.1 Minimize the impacts of construction noise on adjacent uses within acceptable standards.*

*N 12.2 Ensure that construction activities are regulated to establish hours of operation in order to prevent and/or mitigate the generation of excessive or adverse impacts on surrounding areas.*

*N 12.3 Condition subdivision approval adjacent to developed/occupied noise-sensitive land uses (see policy N1.3) by requiring the developer to submit a construction-related noise mitigation plan to the City for review and approval prior to issuance of a grading permit. The plan must depict the location of construction equipment and how the noise from this equipment will be mitigated during construction of this project, through the use of such methods as:*

- *i. Temporary noise attenuation fences;*
- *ii. Preferential location and equipment; and*
- *iii. Use of current noise suppression technology and equipment*

The City of Wildomar General Plan does not set standards for temporary noise impacts like construction. Chapter 9.48 of the Wildomar Municipal Code includes noise standards in addition to the standards contained in the General Plan, but Municipal Code Section 9.48.010 specifically states that the noise standards contained in that chapter are not thresholds of significance for the purposes of CEQA review. The General Plan EIR identifies construction noise as a potentially significant impact resulting in noise levels approaching 91dBA $L_{max}$ at off-site locations 50 feet from the Project boundary. In accordance with the City's Noise Ordinance, the General Plan EIR states

that, “compliance with the County’s noise ordinance construction hours would be required to reduce construction-related noise impacts to a less than significant level.” To minimize impacts of construction noise, the Noise Element identifies policies N12.1, N12.2, and N12.3 as reflected above.

In addition, Section 9.48.020 of the City’s Noise Ordinance indicates that noise sources associated with private construction projects located within one-quarter of a mile from an inhabited dwelling, are permitted between the hours of 6:00 a.m. and 6::00 p.m. during the months of June through September, and between the hours of 7:00 a.m. and 6:00 p.m. during the months of October through May. The City of Wildomar has not identified or adopted any specific construction noise standards to assess the direct Project construction noise level impacts.

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, 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 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 $L_{max}$ 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.
- The American Conference of Governmental Industrial Hygienists
  - 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. This final rule became effective February 26, 2007.
- 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, their table starts at the 90 dBA level.

The policies and guidelines above suggest 85 dBA is 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. For purposes of this EIR, the City has determined that exposure of noise-sensitive receptors to construction noise levels above 85 dBA (1 hour Leq) would result in a potentially significant impact.

The City of Wildomar Noise Ordinance included in the Municipal Code (Chapter 9.48) also establishes the maximum permissible noise level that may intrude into a neighbor's property. The Noise Ordinance (Section 9.48.040) establishes the exterior noise level criteria for residential properties affected by stationary noise sources. For residential properties, the exterior noise level shall not exceed 55 dBA during daytime hours (7:00 a.m. to 10:00 p.m.) and shall not exceed 45 dBA during the nighttime hours (10:00 p.m. to 7:00 a.m.). However, it is important to recognize that the City of Wildomar Municipal Code noise level standards incorrectly identify maximum noise level (Lmax) standards that should instead reflect the average (Leq) noise levels. This inaccuracy was originally adopted in the Municipal Code by the County of Riverside and subsequently adopted by the City of Wildomar at the time of incorporation. Based on discussions with the County of Riverside Office of Industrial Hygiene, the Municipal Code stationary source noise level standards should reflect the average Leq noise levels. Therefore, exterior noise levels for residential land uses located in the City of Wildomar near the Project site, may not exceed 55 dBA Leq during the daytime hours (7:00 a.m. to 10:00 p.m.), and may not exceed 45 dBA Leq during the nighttime hours (10:00 p.m. to 7:00 a.m.).

The following analysis will focus on construction, operational, and traffic noise impacts utilizing the significance criteria summarized in **Table 12-1** below.

**Table 12-1**
**Significance Criteria Summary**

| Analysis | Land Use | Source | Condition(s) | Significance Criteria | |
|---|---|---|---|---|---|
| | | | | Daytime | Nighttime |
| Construction Noise & Vibration | Noise-Sensitive | Wildomar | Permitted hours between 6:00 a.m. and 6:00 p.m. during the months of June through September, and between the hours of 7:00 a.m. and 6:00 p.m. during the months of October through May. | | |
| | | All | Noise Level Threshold | 85 dBA Leq | n/a |
| | | | Vibration Level Threshold | 80 VdB | n/a |
| Operational Noise | Noise-Sensitive | Wildomar | Exterior Noise Level Standard | 55 dBA Leq | 45 dBA Leq |
| | | All | If ambient is < 60 dBA | ≥ 5 dBA CNEL Project Increase | |
| | | | If ambient is 60 – 65 dBA | ≥ 3 dBA CNEL Project Increase | |
| | | | If ambient is > 65 dBA | ≥ 1.5 dBA CNEL Project Increase | |
| Off-Site Traffic Noise | Noise-Sensitive | All | If ambient is <60 dBA CNEL | ≥ 5 dBA CNEL Project Increase | |
| | | | If ambient is 60 – 65 dBA CNEL | ≥ 3 dBA CNEL Project Increase | |
| | | | If ambient is > 65 dBA CNEL | ≥ 1.5 dBA CNEL Project Increase | |
| | Non-Noise Sensitive | | If ambient is <70 dBA CNEL | ≥ 5 dBA CNEL Project Increase | |
| | | | If ambient is > 70 dBA CNEL | ≥ 3 dBA CNEL Project Increase | |

*Source: URBAN-C, Table 4-2 (Appendix 10.0)*

**Construction Noise**

Noise generated by the Project construction equipment will include a combination of trucks, power tools, concrete mixers and portable generators that when combined can reach high levels. The number and mix of construction equipment is expected to occur in the following stages:

- Site Preparation
- Grading
- Building Construction
- Paving
- Architectural Coating

The highest construction noise levels will occur when construction activities take place at the closest point from the center of Project construction activity to each of the nearby receiver locations.

To evaluate whether the Project will generate a substantial periodic increase in short-term noise levels at off-site sensitive receiver locations, a construction-related noise level threshold is adopted from the *Criteria for Recommended Standard: Occupational Noise Exposure* prepared by the NIOSH. For the purposes of this analysis, the NIOSH construction noise level threshold of 85 dBA Leq is used as an acceptable threshold for construction noise at the nearby sensitive receiver locations. Since this construction-related noise level threshold represents the energy average of the noise source over a given time period, they are expressed as Leq noise levels. Therefore, the noise level threshold of 85 dBA Leq over a

period of eight hours or more is used to evaluate the potential Project-related construction noise level impacts at the nearby sensitive receiver locations.

**Table 12-2**
**Unmitigated Construction Equipment Noise Level Summary**

| Receiver Location[1] | Construction Phase Hourly Noise Level (dBA Leq) | | | | | |
|---|---|---|---|---|---|---|
| | Site Preparation | Grading | Building Construction | Paving | Architectural Coating | Peak Activity[2] |
| R1 | 73.0 | 73.0 | 61.9 | 65.3 | 61.2 | 73.0 |
| R2 | 72.8 | 72.8 | 61.7 | 65.2 | 61.0 | 72.8 |
| R3 | 71.2 | 71.2 | 60.1 | 63.6 | 59.4 | 71.2 |
| R4 | 60.7 | 60.7 | 49.6 | 53.0 | 48.9 | 60.7 |
| R5 | 55.8 | 55.8 | 44.7 | 48.1 | 44.0 | 55.8 |
| R6 | 56.5 | 56.5 | 45.4 | 48.9 | 44.7 | 56.5 |

*Source: URBAN-C, Table 10-7 (Appendix 10.0)*
Notes
1. Noise receiver locations are shown on Exhibit 10-A of URBAN-C (Appendix 10.0).
2. Estimated construction noise levels during peak operating conditions.

As shown in **Table 12-2, Unmitigated Construction Equipment Noise Level Summary**, the unmitigated construction noise levels are expected to range from 55.8 to 73.0 dBA Leq at the receiver locations in the City of Wildomar.

**Table 12-3, Unmitigated Construction Equipment Noise Level Threshold Summary**, shows the peak construction noise levels at the potentially impacted receiver locations are expected to approach 73.0 dBA Leq which will satisfy the 85 dBA Leq significance thresholds during temporary Project construction activities.

**Table 12-3**
**Unmitigated Construction Equipment Noise Level Threshold Summary**

| Receiver Location | Construction Phase Hourly Noise Level (dBA Leq) | | |
|---|---|---|---|
| | Peak Activity[2] | Threshold[3] | Threshold Exceeded?[4] |
| R1 | 73.0 | 85 | No |
| R2 | 72.8 | 85 | No |
| R3 | 71.2 | 85 | No |
| R4 | 60.7 | 85 | No |
| R5 | 55.8 | 85 | No |
| R6 | 56.5 | 85 | No |

*Source: URBAN-C, Table 10-8 (Appendix 10.0)*
Notes
1. Noise receiver locations are shown on Exhibit 10-A of URBAN-C (Appendix 10.0).
2. Estimated construction noise levels during peak operating conditions, as shown on Table 10.7 of URBAN-C (Appendix 10.0).
3. Construction noise level threshold as shown on Table 4-2 of URBAN-C (Appendix 10.0).
4. Do the estimated Project construction noise levels exceed the construction noise level thresholds?

Thus, as reflected in **Table 12-3**, the noise impact due to Project construction noise levels is considered a less than significant impact at all nearby sensitive receiver locations.

Compliance with standard conditions and requirements will ensure that the Project will be conducted during the time of day when most residents are at work. These standard conditions and requirements have been included as mitigation measures **NOI-1** and **NOI-2,** which would reduce impacts related to temporary and intermittent construction noise peaks to less than significant levels.

**Operational Noise**

The on-site Project-related operational noise sources are expected to include: roof-top air conditioning units, parking lot vehicle movements, a drive-thru speakerphone, and loading dock activities. To estimate the Project operational noise impacts, reference noise level measurements were collected from similar types of activities to represent the noise levels expected with the development of the proposed Project. It is important to note that the projected noise levels assume the worst-case noise environment with the roof-top air conditioning units, parking lot vehicle movements, a drive-thru speakerphone, and loading dock activities all operating simultaneously. In reality, these noise level impacts will vary throughout the day. For a focused discussion on the background on reference noise level measurements, see **Appendix 10.0**. **Table 12-4, Project Daytime Operational Noise Levels** and **Table 12-5, Project Nighttime Operational Noise Levels** show the peak daytime and nighttime operational noise levels, respectively.

**Table 12-4**
**Project Daytime Operational Noise Levels**

| Receiver Location[1] | Noise Level by Individual Noise Source(s)[2] | | | | Combined Operational Noise Levels (dBA Leq)[3] |
|---|---|---|---|---|---|
| | Rooftop Air Conditioning Units | Parking Lot Vehicle Movements | Drive-Thru Speakerphone | Loading Dock Activity | |
| R1 | 46.1 | 31.7 | 28.1 | 42.8 | 47.9 |
| R2 | 41.0 | 35.2 | 29.8 | 49.2 | 50.0 |
| R3 | 43.0 | 31.4 | 28.1 | 51.2 | 51.9 |
| R4 | 36.3 | 30.6 | 30.2 | 28.2 | 38.5 |
| R5 | 31.9 | 27.9 | 27.7 | 37.9 | 39.5 |
| R6 | 31.2 | 27.4 | 26.4 | 37.0 | 38.6 |

*Source: URBAN-C, Table 9-2 (Appendix 10.0)*

Notes

1. See Exhibit 9-A of URBAN-C (Appendix 10.0) for noise receive and noise source locations.
2. Reference noise sources as shown on Table 9-1 of URBAN-C (Appendix 10.0).
3. Operational noise level calculations are provided in Appendix 9.1 of UBRAN-C (Appendix 10.0).

**Table 12-5**
**Project Nighttime Operational Noise Levels**

| Receiver Location[1] | Noise Level by Individual Noise Source(s)[2] | | | | Combined Operational Noise Levels (dBA Leq)[3] |
|---|---|---|---|---|---|
| | Rooftop Air Conditioning Units | Parking Lot Vehicle Movements | Drive-Thru Speakerphone | Loading Dock Activity | |
| R1 | 44.7 | 31.7 | 28.1 | See Note 4 | 45.0 |
| R2 | 39.6 | 35.2 | 29.8 | See Note 4 | 41.3 |
| R3 | 41.6 | 31.4 | 28.1 | See Note 4 | 42.2 |
| R4 | 34.9 | 30.6 | 30.2 | See Note 4 | 37.2 |
| R5 | 30.5 | 27.9 | 27.7 | See Note 4 | 33.7 |
| R6 | 29.8 | 27.4 | 26.4 | See Note 4 | 32.9 |

*Source: URBAN-C, Table 9-3 (Appendix 10.0)*
Notes

1. See Exhibit 9-A of URBAN-C (Appendix 10.0) for noise receive and noise source locations.
2. Reference noise sources as shown on Table 9-1 of URBAN-C (Appendix 10.0).
3. Operational noise level calculations are provided in Appendix 9.1 of UBRAN-C (Appendix 10.0).
4. Based on information from the Project team, the Major A building with loading docks will only operate between 10:00 a.m. and 10:00 p.m. and will not operate during the more sensitive nighttime hours.

**Table 12-4** indicates that the hourly noise levels associated with the roof-top air conditioning units, parking lot vehicle movements, a drive-thru speakerphone, and loading dock activities are expected to range from 38.5 to 51.9 dBA Leq during the daytime hours.

**Table 12-5** indicates operational noise levels will range from 32.9 to 45.0 dBA Leq during the nighttime hours at the sensitive off-site receiver locations. The operational noise level calculations include the attenuation provided by the recommended 5-foot high parapet walls for roof-top air conditioning units on the Major A and Pad 3 buildings within the Project site, which is required in mitigation measure **NOI-3**.

To demonstrate compliance with local noise regulations, the Project-only operational noise levels are evaluated against the City of Wildomar exterior noise level standards as reflected in **Table 12-6, Project Daytime and Nighttime Operational Noise Levels**.

**Table 12-6**
**Project Daytime and Nighttime Operational Noise Levels**

| Receive Location[1] | Noise Level at Receiver Locations (dBA Leq)2 | | Noise Level Standards (dBA Leq)3 | | Threshold Exceedance?[4] | |
|---|---|---|---|---|---|---|
| | Daytime | Nighttime | Daytime | Nighttime | Daytime | Nighttime |
| R1 | 47.9 | 45.0 | 55 | 45 | No | No |
| R2 | 50.0 | 41.3 | 55 | 45 | No | No |
| R3 | 51.9 | 42.2 | 55 | 45 | No | No |
| R4 | 38.5 | 37.2 | 55 | 45 | No | No |
| R5 | 39.5 | 33.7 | 55 | 45 | No | No |
| R6 | 38.6 | 32.9 | 55 | 45 | No | No |

*Source: URBAN-C, Table 9-4 (Appendix 10.0)*
Notes

1. See Exhibit 9-A of URBAN-C (Appendix 10.0) for noise receive and noise source locations.
2. Project operational noise levels are reflected on Tables 12-3 and 12-4
3. City of Wildomar Municipal Code noise standards
4. Do the estimated Project stationary source noise levels exceed the noise standards on the affected land uses? "Daytime" = 7:00 a.m. to 10:00 p.m.; "Nighttime" = 10:00 p.m. to 7:00 a.m.

As reflected in **Table 12-6,** operational noise levels associated with the proposed Project will satisfy the 55 dBA Leq daytime and 45 dBA Leq nighttime noise level standards at the nearby sensitive residential receivers in the City of Wildomar if the recommended 5-foot high parapet walls surrounding the roof mounted air conditioning units are constructed. With incorporation of mitigation measure **NOI-3**, the Project will satisfy the noise level standards of the City of Wildomar so Project-related operational noise level impacts will be less than significant.

**Project Operational Contribution**

To describe the existing noise environment, hourly noise levels were measured during typical weekday conditions over a 24-hour period. By collecting individual hourly noise level measurements, it is possible to describe the daytime and nighttime hourly noise levels and calculate the 24-hour CNEL. For a focused discussion on the methodology, refer to section 5.0 of **Appendix 10.0**. The long-term noise level measurements were positioned as close to the nearest sensitive receiver locations as possible to assess the existing ambient hourly noise levels surrounding the Project site as depicted in **Figure 13, Noise Measurement Locations.** To describe the existing noise environment, it is not necessary to collect measurements at each individual building or residence, because each receiver measurement represents a group of buildings that share acoustical equivalence. In other words, the area represented by the receiver shares similar shielding, terrain, and geometric relationship to the reference noise source. Receivers represent a location of noise sensitive areas and are used to estimate the future noise level impacts. Collecting reference ambient noise level measurements at the nearby sensitive receiver locations allows for a comparison of the before and after Project noise levels and is necessary to assess the potential Project-related noise level contributions.

The more a new noise exceeds the previously existing ambient noise level, the less acceptable the new noise will typically be judged. With this in mind, the Federal Interagency Committee on Noise (FICON) developed guidance to be used for the assessment of project generated increases in noise levels that take into account the ambient noise level. The FICON recommendations are based on studies that relate aircraft noise levels to the percentage of persons highly annoyed by aircraft

noise. Although the FICON recommendations were specifically developed to assess aircraft noise impacts, these recommendations are often used in environmental noise impact assessments involving the use of cumulative noise exposure metrics, such as the average-daily noise level (i.e., CNEL).

For the purpose of this analysis, FICON identifies a "readily perceptible" *(*5 dBA or greater project-related noise level increase) as a significant impact when the noise criteria for a given land use is exceeded. In areas where the without project noise levels range from 60 to 65 dBA, a "barely perceptible" (3 dBA noise level increase), appears to be appropriate for most people. When the without project noise levels already exceeds 65 dBA, any increase in community noise louder than 1.5 dBA or greater is considered a significant impact if the noise criteria for a given land use is exceeded, since it likely contributes to an existing noise exposure exceedance. Significance criteria is summarized in **Table 12-1,** above.

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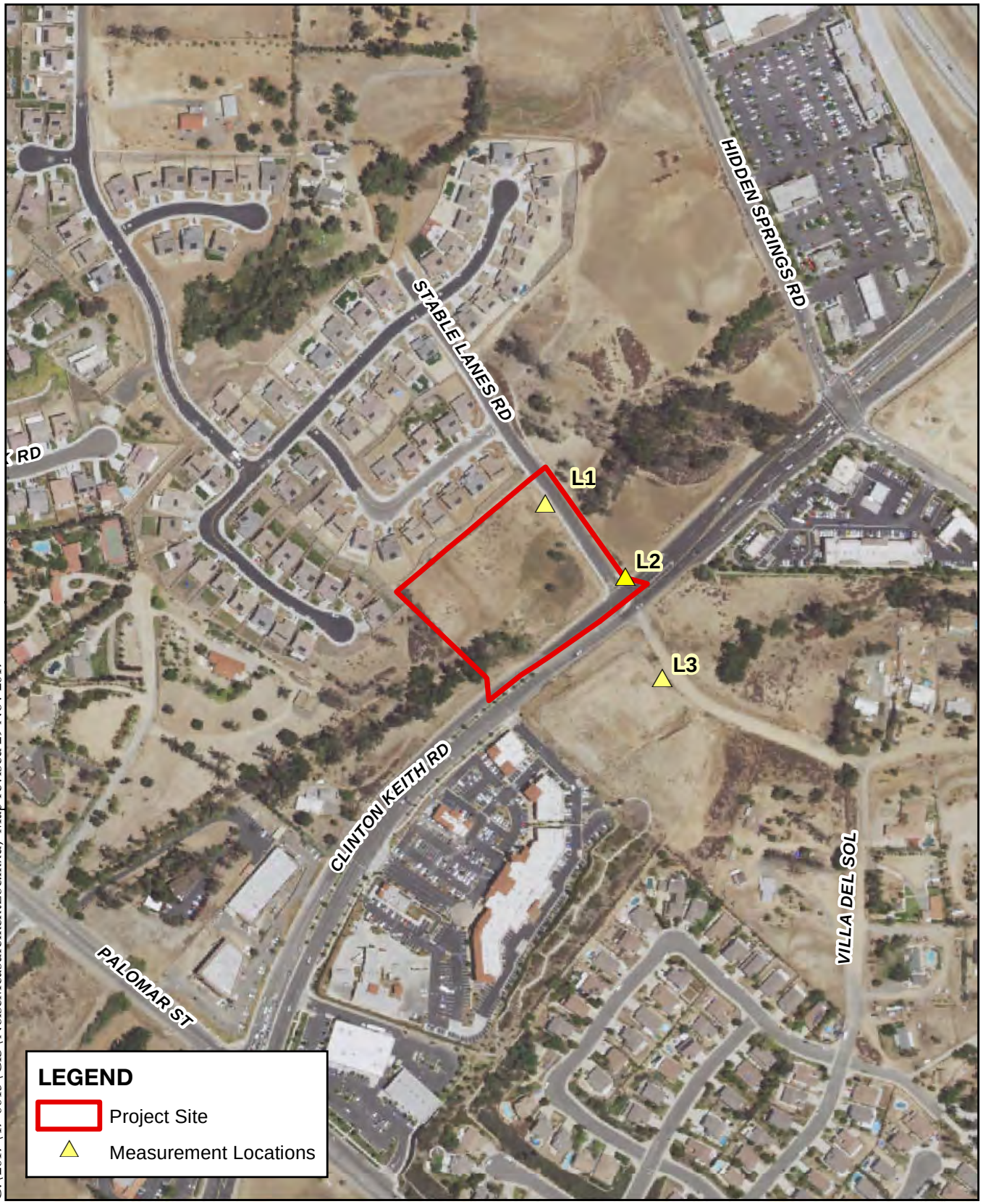


G:\2017\17-0015\GIS\NoiseMeasurementLoc.mxd; Map revised 29 Nov 2017

Sources: Urban Crossroads, March 2017;
USDA NAIP, 2016.

0 400 800 Feet

**Figure 13 - Noise Measurement Locations**

Wildomar Crossing Retail Center

ALBERT A. WEBB ASSOCIATES

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Project operational noise levels were combined with the existing ambient noise level measurements for off-site receiver locations potentially impacted by the proposed Project. Table **12-7, Daytime Operational Noise Level Contributions** and **Table 12-8, Nighttime Operational Noise Level Contributions,** reflect the daytime and nighttime operational noise level contributions, respectively.

**Table 12-7**
**Daytime Operational Noise Level Contributions**

| Receiver Location | Total Project Operational Noise Level | Measurement Location | Reference Ambient Noise Levels[1] | Combined Project and Ambient[2] | Project Contribution[3] | Threshold Exceeded?[4] |
|---|---|---|---|---|---|---|
| R1 | 47.9 | L1 | 57.1 | 57.6 | 0.5 | No |
| R2 | 50.0 | L1 | 57.1 | 57.9 | 0.8 | No |
| R3 | 51.9 | L1 | 57.1 | 58.2 | 1.1 | No |
| R4 | 38.5 | L2 | 62.5 | 62.5 | 0.0 | No |
| R5 | 39.5 | L3 | 53.8 | 54.0 | 0.2 | No |
| R6 | 38.6 | L3 | 53.8 | 53.9 | 0.1 | No |

*Source: URBAN-C, Table 9-5 (Appendix 10.0)*

Notes

1. See Table 5-1 of URBAN-C (Appendix 10.0).
2. Represents the combined ambient conditions plus the Project activities.
3. Significance criteria as described in Table 12-6, above.

**Table 12-8**
**Nighttime Operational Noise Level Contributions**

| Receiver Location | Total Project Operational Noise Level | Measurement Location | Reference Ambient Noise Levels[1] | Combined Project and Ambient[2] | Project Contribution[3] | Threshold Exceeded?[4] |
|---|---|---|---|---|---|---|
| R1 | 45.0 | L1 | 53.7 | 54.2 | 0.5 | No |
| R2 | 41.3 | L1 | 53.7 | 53.9 | 0.2 | No |
| R3 | 42.2 | L1 | 53.7 | 54.0 | 0.3 | No |
| R4 | 37.2 | L2 | 58.2 | 58.2 | 0.0 | No |
| R5 | 33.7 | L3 | 55.3 | 55.3 | 0.0 | No |
| R6 | 32.9 | L3 | 55.3 | 55.3 | 0.0 | No |

*Source: URBAN-C, Table 9-6 (Appendix 10.0)*

Notes

1. See Table 5-1 of URBAN-C (Appendix 10.0).
2. Represents the combined ambient conditions plus the Project activities.
3. Significance criteria as described in Table 12-6, above.

**Table 12-7** and **Table 12-8** above reflect no contribution for the L2 measurement location. Noise levels are added logarithmically. In this case, the Project-only level of 38.5 dBA $L_{eq}$ is not high enough to increase the ambient to the one-tenth degree shown here. This is the same for all locations where a 0.0 increase is shown and is simply the result of noise math as shown in the equation provided in Section 9.6.

The Project will contribute an operational noise level increase of 1.1 dBA Leq during the daytime hours and 0.5 dBA Leq during the nighttime hours. Since the Project-related operational noise level contributions of up to 1.1 dBA Leq will satisfy the significance criteria as reflected in **Table 12-1** above, the increases at the sensitive receiver locations will be less than significant. Thus, Project operational stationary-source noise would not result in a substantial temporary/periodic or permanent increase in ambient noise levels in the Project vicinity above levels existing without the Project so impacts would be less than significant.

**Traffic Noise**

To assess the off-site transportation CNEL noise level impacts associated with development of the proposed Project, noise contours were developed based on the Project-Specific Traffic Impact Analysis (**Appendix 11.0**). Noise contour boundaries represent the equal levels of noise exposure and are measured in CNEL from the center of the roadway. Noise contours were developed for the following traffic scenarios:

- Existing Without / With Project: This scenario refers to the existing present-day noise conditions, without and with the proposed Project.
- Cumulative (Opening Year 2018) Without / With Project: This scenario refers to the background noise conditions at future Year 2018 without and with the proposed Project plus ambient growth. This scenario corresponds to 2018 conditions, and includes all cumulative projects identified in the Traffic Impact Analysis.

To quantify the Project's traffic noise impacts on the surrounding areas, the changes in traffic noise levels on six roadway segments surrounding the Project were calculated based on the changes in the average daily traffic volumes and based on the noise impact significance criteria described in **Table 12-1**, above.

Both the noise-sensitive and non-noise-sensitive significance criteria are applied to the Project related off-site traffic noise level increases based on the land uses adjacent to the study area roadway segments. Noise contours were used to assess the Project's incremental traffic-related noise impacts at land uses adjacent to roadways conveying Project traffic. The noise contours represent the distance to noise levels of a constant value and are measured from the center of the roadway for the 70, 65, and 60 dBA noise levels. The noise contours do not take into account the effect of any existing noise barriers or topography that may attenuate ambient noise levels.

***Existing Traffic Noise Condition***

In addition, because the noise contours reflect modeling of vehicular noise on area roadways, they appropriately do not reflect noise contributions from the surrounding stationary noise sources within the Project study area. **Table 12-9, Existing Traffic Noise Without Project Conditions Noise Contours, Table 12-10, Existing Traffic Noise With Project Conditions Noise Contours,** and **Table 12-11, Existing Off-Site Project-Related Traffic Noise Impacts,** present a summary of the exterior traffic noise levels, without barrier attenuation, for the nine study area roadway segments analyzed from the Without Project and With Project conditions in Existing conditions.

**Table 12-9**
**Existing Traffic Noise Without Project Conditions Noise Contours**

| ID | Road | Segment | Adjacent Land Use | CNEL at Nearest Adjacent Land Use (dBA) | Distance to Contour from Centerline (Feet) | | |
|---|---|---|---|---|---|---|---|
| | | | | | 70 dBA CNEL | 65 dBA CNEL | 60 dBA CNEL |
| 1 | Palomar St. | n/o Clinton Keith Rd. | Residential | 70.1 | 65 | 141 | 303 |
| 2 | Palomar St. | s/o Clinton Keith Rd. | Residential | 68.9 | RW | 116 | 246 |
| 3 | Stable Lanes Rd. | n/o Driveway 2 | Residential | 52.2 | RW | RW | RW |
| 4 | Clinton Keith Rd. | w/o Driveway 1 | Commercial | 69.5 | RW | 118 | 253 |
| 5 | Clinton Keith Rd. | e/o Driveway 1 | Commercial | 69.5 | RW | 118 | 253 |
| 6 | Clinton Keith Rd. | e/o Stable Lanes Rd. | Commercial | 69.8 | RW | 123 | 265 |
| 7 | Clinton Keith Rd. | w/o Hidden Springs Rd. | Commercial | 69.8 | RW | 123 | 265 |
| 8 | Clinton Keith Rd. | e/o Hidden Springs Rd. | Commercial | 70.6 | 65 | 140 | 301 |
| 9 | Clinton Keith Rd. | e/o I-15 Fwy. | Commercial | 70.8 | 67 | 144 | 311 |

*Source: URBAN-C, Table 7-1 (Appendix 10.0)*

**Table 12-10**
**Existing Traffic Noise With Project Conditions Noise Contours**

| ID | Road | Segment | Adjacent Land Use | CNEL at Nearest Adjacent Land Use (dBA) | Distance to Contour from Centerline (Feet) | | |
|---|---|---|---|---|---|---|---|
| | | | | | 70 dBA CNEL | 65 dBA CNEL | 60 dBA CNEL |
| 1 | Palomar St. | n/o Clinton Keith Rd. | Residential | 70.2 | 66 | 142 | 307 |
| 2 | Palomar St. | s/o Clinton Keith Rd. | Residential | 68.9 | RW | 117 | 252 |
| 3 | Stable Lanes Rd. | n/o Driveway 2 | Residential | 54.5 | RW | RW | RW |
| 4 | Clinton Keith Rd. | w/o Driveway 1 | Commercial | 69.6 | RW | 120 | 259 |
| 5 | Clinton Keith Rd. | e/o Driveway 1 | Commercial | 69.6 | RW | 120 | 259 |
| 6 | Clinton Keith Rd. | e/o Stable Lanes Rd. | Commercial | 70.0 | 59 | 127 | 273 |
| 7 | Clinton Keith Rd. | w/o Hidden Springs Rd. | Commercial | 70.0 | 59 | 127 | 273 |
| 8 | Clinton Keith Rd. | e/o Hidden Springs Rd. | Commercial | 70.8 | 66 | 143 | 307 |
| 9 | Clinton Keith Rd. | e/o I-15 Fwy. | Commercial | 70.9 | 67 | 145 | 313 |

*Source: URBAN-C, Table 7-2 (Appendix 10.0)*

**Table 12-11**
**Existing Off-Site Project-Related Traffic Noise Impacts**

| ID | Road | Segment | Adjacent Land Use | CNEL at Nearest Adjacent Land Use (dBA) | | | Threshold Exceeded? | |
|---|---|---|---|---|---|---|---|---|
| | | | | No Project | With Project | Project Addition | Noise-Sensitive | Non Noise-Sensitive |
| 1 | Palomar St. | n/o Clinton Keith Rd. | Residential | 70.1 | 70.2 | 0.1 | No | No |
| 2 | Palomar St. | s/o Clinton Keith Rd. | Residential | 68.9 | 68.9 | 0.0 | No | No |
| 3 | Stable Lanes Rd. | n/o Driveway 2 | Residential | 52.2 | 54.5 | 2.3 | No | No |
| 4 | Clinton Keith Rd. | w/o Driveway 1 | Commercial | 69.5 | 69.6 | 0.1 | No | No |
| 5 | Clinton Keith Rd. | e/o Driveway 1 | Commercial | 69.5 | 69.6 | 0.1 | No | No |
| 6 | Clinton Keith Rd. | e/o Stable Lanes Rd. | Commercial | 69.8 | 70.0 | 0.2 | No | No |
| 7 | Clinton Keith Rd. | w/o Hidden Springs Rd. | Commercial | 69.8 | 70.0 | 0.2 | No | No |
| 8 | Clinton Keith Rd. | e/o Hidden Springs Rd. | Commercial | 70.6 | 70.8 | 0.2 | No | No |
| 9 | Clinton Keith Rd. | e/o I-15 Fwy | Commercial | 70.8 | 70.9 | 0.1 | No | No |

*Source: URBAN-C, Table 7-5 (Appendix 10.0)*

As shown in **Table 12-11**, the Project will generate a noise level increase of up to 2.3 dBA CNEL on the study area roadway segments. Thus, based on the Significance Criteria in **Table 12-1**, the Project-related traffic noise level increases are considered less than significant under Existing conditions at the land uses adjacent to roadways conveying Project traffic.

***Cumulative Condition***

**Table 12-12, Cumulative Traffic Noise Without Project Conditions Noise Contours, Table 12-13, Cumulative Traffic Noise With Project Conditions Noise Contours,** and **Table 12-14, Cumulative Off-Site Project-Related Traffic Noise Impacts,** present a summary of the exterior traffic noise levels, without barrier attenuation, for the nine study area roadway segments analyzed from the Without Project and With Project conditions in the Cumulative (Opening Year 2018) conditions.

**Table 12-12**
**Cumulative Traffic Noise Without Project Conditions Noise Contours**

| ID | Road | Segment | Adjacent Land Use | CNEL at Nearest Adjacent Land Use (dBA) | Distance to Contour from Centerline (Feet) | | |
|---|---|---|---|---|---|---|---|
| | | | | | 70 dBA CNEL | 65 dBA CNEL | 60 dBA CNEL |
| 1 | Palomar St. | n/o Clinton Keith Rd. | Residential | 70.9 | 73 | 158 | 341 |
| 2 | Palomar St. | s/o Clinton Keith Rd. | Residential | 69.7 | RW | 132 | 284 |
| 3 | Stable Lanes Rd. | n/o Driveway 2 | Residential | 56.3 | RW | RW | RW |
| 4 | Clinton Keith Rd. | w/o Driveway 1 | Commercial | 70.8 | 67 | 144 | 310 |
| 5 | Clinton Keith Rd. | e/o Driveway 1 | Commercial | 70.8 | 67 | 144 | 310 |
| 6 | Clinton Keith Rd. | e/o Stable Lanes Rd. | Commercial | 71.2 | 71 | 152 | 328 |
| 7 | Clinton Keith Rd. | w/o Hidden Springs Rd. | Commercial | 71.2 | 71 | 152 | 328 |
| 8 | Clinton Keith Rd. | e/o Hidden Springs Rd. | Commercial | 71.9 | 79 | 171 | 368 |
| 9 | Clinton Keith Rd. | e/o I-15 Fwy | Commercial | 72.5 | 87 | 187 | 403 |

*Source: URBAN-C, Table 7-3 (Appendix 10.0)*

**Table 12-13**
**Cumulative Traffic Noise With Project Conditions Noise Contours**

| ID | Road | Segment | Adjacent Land Use | CNEL at Nearest Adjacent Land Use (dBA) | Distance to Contour from Centerline (Feet) | | |
|---|---|---|---|---|---|---|---|
| | | | | | 70 dBA CNEL | 65 dBA CNEL | 60 dBA CNEL |
| 1 | Palomar St. | n/o Clinton Keith Rd. | Residential | 71.0 | 74 | 160 | 344 |
| 2 | Palomar St. | s/o Clinton Keith Rd. | Residential | 69.8 | RW | 133 | 287 |
| 3 | Stable Lanes Rd. | n/o Driveway 2 | Residential | 57.1 | RW | RW | RW |
| 4 | Clinton Keith Rd. | w/o Driveway 1 | Commercial | 70.9 | 68 | 146 | 315 |
| 5 | Clinton Keith Rd. | e/o Driveway 1 | Commercial | 70.9 | 68 | 146 | 315 |
| 6 | Clinton Keith Rd. | e/o Stable Lanes Rd. | Commercial | 71.3 | 72 | 155 | 335 |
| 7 | Clinton Keith Rd. | w/o Hidden Springs Rd. | Commercial | 71.3 | 72 | 155 | 335 |
| 8 | Clinton Keith Rd. | e/o Hidden Springs Rd. | Commercial | 72.0 | 80 | 173 | 373 |
| 9 | Clinton Keith Rd. | e/o I-15 Fwy | Commercial | 72.5 | 87 | 188 | 404 |

*Source: URBAN-C, Table 7-4 (Appendix 10.0)*

**Table 12-14**
**Cumulative Off-Site Project-Related Traffic Noise Impacts**

| ID | Road | Segment | Adjacent Land Use | CNEL at Nearest Adjacent Land Use (dBA) | | | Threshold Exceeded? | |
|---|---|---|---|---|---|---|---|---|
| | | | | No Project | With Project | Project Addition | Noise-Sensitive | Non Noise-Sensitive |
| 1 | Palomar St. | n/o Clinton Keith Rd. | Residential | 70.9 | 71.0 | 0.1 | No | No |
| 2 | Palomar St. | s/o Clinton Keith Rd. | Residential | 69.7 | 69.8 | 0.1 | No | No |
| 3 | Stable Lanes Rd. | n/o Driveway 2 | Residential | 56.3 | 57.1 | 0.8 | No | No |
| 4 | Clinton Keith Rd. | w/o Driveway 1 | Commercial | 70.8 | 70.9 | 0.1 | No | No |
| 5 | Clinton Keith Rd. | e/o Driveway 1 | Commercial | 70.8 | 70.9 | 0.1 | No | No |
| 6 | Clinton Keith Rd. | e/o Stable Lanes Rd. | Commercial | 71.2 | 71.3 | 0.0 | No | No |
| 7 | Clinton Keith Rd. | w/o Hidden Springs Rd. | Commercial | 71.2 | 71.3 | 0.1 | No | No |
| 8 | Clinton Keith Rd. | e/o Hidden Springs Rd. | Commercial | 71.9 | 72.0 | 0.1 | No | No |
| 9 | Clinton Keith Rd. | e/o I-15 Fwy. | Commercial | 72.5 | 72.5 | 0.0 | No | No |

*Source: URBAN-C, Table 7-6 (Appendix 10.0)*

As shown in **Table 12-14**, the Project will generate a noise level increase of up to 0.8 dBA CNEL on the study area roadway segments. Thus, based on the Significance Criteria in **Table 12-1**, the Project-related traffic noise level increases are considered less than significant under Cumulative conditions at the land uses adjacent to roadways conveying Project traffic.

Thus, traffic related noise will have less than significant impacts.

Therefore, with implementation of mitigation measures **NOI-1** thru **NOI-3**, impacts related to the exposure of persons to, or the generation of, noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies, a substantial permanent increase in ambient noise levels in the Project vicinity above levels existing without

the Project, and substantial temporary or periodic increase in ambient noise levels in the Project vicinity above levels existing without the Project, will be less than significant.

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. To determine a threshold for construction-generated groundborne vibration, standards provided by the Federal Transit Administration (FTA) and the California Department of Transportation (Caltrans) are referenced. VdB is particle velocity in inches per second and measures the rumbling sound caused by the vibration of room surfaces. As reflected in **Table 12-1** above, 80 Vdb is the threshold for groundborne vibration.

Construction activities will require the use of equipment such as small and large bulldozer, jackhammer, and haul trucks. The use of major groundborne vibration–generating construction equipment, such as pile drivers, would not be needed for the Project. **Table 12-15, Construction Equipment Vibration Levels,** provides anticipated vibration levels.

**Table 12-15**
**Construction Equipment Vibration Levels**

| Receiver | Distance to Construction Activity (Feet) | Receiver Vibration Levels (Vdb) | | | | | Threshold Exceeded? |
|---|---|---|---|---|---|---|---|
| | | Small Bulldozer | Jackhammer | Loaded Trucks | Large Bulldozer | Peak Vibration | |
| R1 | 58 | 47.0 | 68.0 | 75.0 | 76.0 | 76.0 | No |
| R2 | 59 | 46.8 | 67.8 | 74.8 | 75.8 | 75.8 | No |
| R3 | 71 | 44.4 | 65.4 | 72.4 | 73.4 | 73.4 | No |
| R4 | 425 | 21.1 | 42.1 | 49.1 | 50.1 | 50.1 | No |
| R5 | 749 | 13.7 | 34.7 | 41.7 | 42.7 | 42.7 | No |
| R6 | 685 | 14.9 | 35.9 | 42.9 | 43.9 | 43.9 | No |

*Source: URBAN-C, Table 10-9 (Appendix 10.0)*

Based on the FTA vibration standards, the proposed Project site will not include or require equipment, facilities, or activities that would result in a "barely perceptible" human response (annoyance) for infrequent events. Thus, the vibration impacts due to Project construction will be less than significant. Furthermore, vibration levels at the site of the closest sensitive receiver are unlikely to be sustained during the entire construction period. Rather, they will occur only during the times that heavy construction equipment is operating simultaneously adjacent to the Project site perimeter. Moreover, construction at the Project site will be restricted to daytime hours consistent with City requirements thereby eliminating potential vibration impacts during the sensitive nighttime hours. Therefore, impacts are 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 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, there would be no impacts.

f) **No Impact**. Skylark Field is located approximately 4 miles northwest of the Project site in Lake Elsinore. Skylark Field is used primarily by skydiving aircraft. Given the type of aircraft that routinely use the airfield and the airfield's limited use, there would be no impacts.

**STANDARD CONDITIONS AND REQUIREMENTS**

None.

**MITIGATION MEASURES**

**NOI-1** Construction Noise Impacts. The following shall apply during the construction phase of the Project:

1. Prior to approval of grading plans and/or issuance of building permits, plans shall include a note indicating that noise-generating Project construction activities shall only occur between the hours of 6:00 a.m. and 6:00 p.m. during the months of June through September, and between the hours of 7:00 a.m. and 6:00 p.m. during the months of October through May (City of Wildomar Municipal Code, Section 9.48.020 (I)). The Project construction supervisor shall ensure compliance with the note and the City shall conduct periodic inspection at its discretion.

2. During all Project site construction, the construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturers' standards. The construction contractor shall place all stationary construction equipment so that emitted noise is directed away from the noise sensitive receptors nearest the Project site.

3. The construction contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and noise-sensitive receivers nearest the Project site (i.e., to the center) during all Project construction.

4. The construction contractor shall limit haul truck deliveries to the same hours specified for construction equipment (between the hours of 6:00 a.m. and 6:00 p.m. during the months of June through September, and between the hours of 7:00 a.m. and 6:00 p.m. during the months of October through May). The contractor shall design delivery routes to minimize the exposure of sensitive land uses or residential dwellings to delivery truck-related noise.

*Timing/Implementation: During all Project site construction*

*Enforcement/Monitoring: City of Wildomar Planning and Public Works Departments*

**NOI-2** A construction noise mitigation plan shall be prepared and submitted to the City Staff for review and approval prior to start of construction. The plan shall identify the location of construction equipment and activity, proximity to identified noise receptors, and demonstrate either a minimum 10 dBA reduction in noise levels off-site, or that noise levels would not exceed 85 dBA at any time when measured at the nearest property line of noise receptors. Methods to mitigate construction noise in the plan may include (but shall not be limited to):

- Install temporary noise control barriers, or equally effective noise protection measures. The noise barriers shall be maintained and any damage promptly repaired. Noise control barriers and associated elements shall be completely removed and the site appropriately restored upon the conclusion of the construction activity.

- During all Project site construction, the construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturers' standards. The construction contractor shall place all stationary construction equipment so that emitted noise is directed away from the noise-sensitive receivers nearest the Project site.
- The construction contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and noise-sensitive receivers nearest the Project site during all Project construction.

*Timing/Implementation:* *During all Project site construction*

*Enforcement/Monitoring:* *City of Wildomar Planning and Public Works Departments*

**NOI-3** Exterior Noise Levels. Construct the recommended minimum 5-foot high screening barriers at the Major A and Pad 3 buildings within the Project site as per Noise Impact Analysis prepared by Urban Crossroads dated November 16, 2017(**Appendix 10.0**). The screening barriers shall provide a weight of at least 4 pounds per square foot of face area with no decorative cutouts or line-of-sight openings between shielded areas and the equipment, or a minimum transmission loss of 20 dBA (per the Federal Highway Administration noise barrier guidelines).

*Timing/Implementation:* *Plan check and construction*

*Enforcement/Monitoring:* *City of Wildomar Planning 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-c) **No Impact.** The Project site is currently vacant. The proposed Project will develop 3.6 acres of commercial retail development to serve the existing community. These community serving commercial retail uses would serve the existing population and would not induce substantial population growth directly or indirectly through the extension of infrastructure. As no housing units or people will be displaced, the construction of replacement housing is not required. Therefore, no impacts are anticipated.

**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 |
|---|---|---|---|---|
| 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 following 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. Wildomar Fire Station 61 is located at 32637 Gruwell Street, approximately 2 miles southwest of the Project site (RCFD), and would respond to calls for service from the proposed Project. In addition to Fire Station 61, 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. The 2014 RCFD annual report concluded that there were a total of 2,804 incidents in 2014 in Wildomar.

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 (MC), which include a fee for fire service impacts. The City also requires new development to annex into CFD 2013-1, which includes a special tax to fund police and fire services to new development. This CFD funds both police and fire protection services through Special Tax B. However, Special Tax B is only assessed on residential development. Since no residential is proposed, the Project will not contribute to any special taxes that are used to fund police and fire protection services. Regardless, the proposed Project is not expected to result in activities that create unusual fire protection needs or significant impacts. Therefore, impacts would be considered less than significant.

b) **Less Than Significant Impact.** Police protection services are provided in the city by the Riverside County Sheriff's Department (RCSD). The nearest sheriff's station is located at 2 Town Square, Murrieta, CA 92562, approximately 4 miles south of the Project site. Traffic enforcement is provided for Riverside County in this area 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 Riverside County Sheriff's Department maintains a recommended servicing of 1.2 sworn law enforcement personnel for every 1,000 residents (City of Wildomar 2008). Although the proposed Project would introduce a

new land use to the site (i.e., commercial), as discussed in subsection 13 - Population and Housing, the Project will not induce population growth and thus 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 the standard development impact fees, which include a fee for police service impacts, pursuant to Wildomar Municipal Code Section 3.44.080. The City also requires new development to annex into CFD 2013-1, which includes a special tax to fund police and fire services to new development. Therefore, this impact would be less than significant.

c) **Less Than Significant Impact.** The Project is located in the Lake Elsinore Unified School District (LEUSD) and would not substantially increase the City's population, as discussed in subsection 13 - Population and Housing, above. 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 (pursuant to Wildomar Municipal Code Section 15.80.170), 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) **No Impact.** The proposed Project does not include residential development which may have a direct impact to park facilities, so will not generate substantial impacts to parks. According to Chapter 3.18 (Save Wildomar Community Parks Funding Measure) of the City's Municipal Code (MC), there is imposed a tax on all parcels in the City for the privilege of using community park and community park related facilities, programs and services and the availability of such facilities, programs and services. The maximum tax rate imposed hereby shall not exceed $28.00 per parcel per year. The Project will be required to pay into this tax. Thus, implementation of the proposed Project will not 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 parks. Therefore, no impacts are anticipated.

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 above in subsection 13 - Population and Housing, the proposed Project will not induce substantial population growth.

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. Therefore, impacts would be considered less than significant.

**STANDARD CONDITIONS AND REQUIREMENTS**

1. Prior to issuance of any building permit, the Project applicant shall pay the required development impact fees for police, fire, and other governmental services pursuant to Wildomar Municipal Code Section 3.44.080 and in effect at the time of building permit issuance.

2. Prior to issuance of any building permit, the Project applicant shall pay the required school district fees pursuant to Wildomar Municipal Code Section 15.80.170 and in effect at the time of building permit issuance.

3. The Project will be required to comply with Wildomar Municipal Code Section 13.20.220 that regulates water well abandonment procedures for any private wells located within the property boundaries.

4. The Project shall annex into CFD 2013-1, which includes a special tax to fund police and fire services to new development.

5. The Project shall pay the park tax pursuant to Wildomar Municipal Code Chapter 3.18.

**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) 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) Include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment? | | | | ✓ |

**DISCUSSION**

a-b) **No Impact.** The proposed Project does not include development of recreational facilities. The proposed Project does not include residential development which may have a direct impact to park facilities, so will not generate substantial impacts to parks or other recreational facilities. According to Chapter 3.18 (Save Wildomar Community Parks Funding Measure) of the City's Municipal Code, there is imposed a tax on all parcels in the City for the privilege of using community park and community park related facilities, programs and services and the availability of such facilities, programs and services. The maximum tax rate imposed hereby shall not exceed $28.00 per parcel per year. The Project will be required to pay into this tax. Therefore, implementation of the proposed Project will not include the use of existing neighborhood or regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated and will not require the construction or expansion of recreational facilities. Therefore, there would be no impacts.

**STANDARD CONDITIONS AND REQUIREMENTS**

1. The Project shall pay the park tax pursuant to Wildomar Municipal Code Chapter 3.18.

**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? | | | ✓ | |

**BACKGROUND**

A Traffic Impact Analysis (TIA) was prepared for the proposed Project by Urban Crossroads (URBAN-D) is available in **Appendix 11.0**. The Traffic Impact Analysis was prepared in accordance with the County of Riverside Transportation Department Traffic Impact Analysis Preparation Guide (April 2008) and consultation with City of Wildomar staff.

**SIGNIFICANCE THRESHOLD**

Based on the TIA, a significant impact occurs when the addition of project traffic, as defined by any "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 utilized to identify significant Project-related traffic impacts:

A. 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:

B. 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.

Caltrans does not identify specialized significance criteria in its traffic study guidelines. However, to determine whether the addition of Project traffic to the State Highway System freeway segments would result in a deficiency, the following will be utilized:

- The traffic study finds that the LOS of a segment will degrade from D or better to E or F.
- The traffic study finds that the Project will exacerbate an already deficient condition by contributing 50 or more peak hour trips. A segment that is operating at or near capacity is deemed to be deficient.

A significant cumulative impact has been identified when an intersection is projected to operate below the requisite level of service standard under pre-project conditions and the Project's measurable increase in traffic, as defined by 50 or more peak-hour trips, contributes to the deficiency. Cumulative traffic impacts are created as a result of a combination of the proposed Project together with other future developments contributing to the overall traffic impacts and requiring additional improvements to maintain acceptable level of service operations with or without the Project.

A project's contribution to a cumulatively significant impact can be reduced to less than significant if the project is required to implement or fund its fair share of improvements designed to alleviate the potential cumulative impact. If full funding of future cumulative improvements is not reasonably assured, a temporary unmitigated cumulative impact would be identified and would exist until the needed improvement is fully funded and constructed.

**METHODOLOGY**

***Internal Capture***

Internal capture is a percentage reduction that can be applied to the trip generation estimates for individual land uses to account for trips internal to the site. In other words, trips may be made between individual retail uses on-site and can be made either by walking or using internal roadways without using external streets. It has been assumed that approximately 10 percent of Project trips would remain within the Project boundary. As the trip generation for the site was conservatively estimated based on individual land uses as opposed to the overall ITE Shopping Center rate, an internal capture reduction of 10 percent was applied to recognize the interactions that would occur between the complimentary land uses. For example, patrons of the retail may visit the fast food restaurant without leaving the site and are therefore considered as vehicle trips that are internal to the site. As shown on Table 7.1 of the *ITE*

*Trip Generation Handbook*, the internal capture percentage between retail-to-retail land uses is approximately 29 percent during the weekday mid-day peak hour and approximately 20% during the weekday PM peak hour. As such, a 10 percent internal capture reduction has been utilized in an effort to estimate a conservative trip generation for the proposed Project. (URBAN-D, p. 1.1-2)

***Pass-by Trips***

Pass-by trips are defined as intermediate stops on the way from an origin to a primary trip destination without a route diversion. Pass-by trips are attracted from traffic passing the site on an adjacent street or roadway that offers direct access to the generator. These types of trips are many times associated with retail uses. As the Project is proposed to include retail use, pass-by percentages have been obtained and applied from Tables F.9, F.31, and F.32 of the ITE Trip Generation Handbook, 3rd Edition, August 2014 and utilized to determine Project estimated trip generation. (URBAN-D, p. 1.1-2).

***Trip Generation***

Trip generation rates used to estimate Project traffic and a summary of the Project's trip generation are shown in **Table 16-1, Project Trip Generation Rates**, below. Trips generated by the Project's proposed land uses were estimated based on trip generation rates collected by the Institute of Transportation Engineers (ITE) Trip Generation Manual, 9th Edition, 2012. The Project is estimated to generate a net total of 2,377 trip-ends per day on a typical weekday with approximately 159 AM peak-hour trips, 146 PM peak-hour trips as reflected in Table **16-2, Project Trip Generation Summary**, below.

**Table 16-1**
**Project Trip Generation Rates**

| Land Use[1] | ITE LU | Units[2] | AM Peak Hour | | | PM Peak Hour | | | Daily |
|---|---|---|---|---|---|---|---|---|---|
| | | | In | Out | Total | In | Out | Total | |
| **Project Trip Generation Rates** | | | | | | | | | |
| Free-Standing Discount Store | 815 | TSF | 0.72 | 0.34 | 1.06 | 2.49 | 2.49 | 4.98 | 57.24 |
| Shopping Center | 820 | TSF | 0.60 | 0.36 | 0.96 | 1.78 | 1.93 | 3.71 | 42.70 |
| Auto Parts Sales | 843 | TSF | 1.11 | 1.10 | 2.21 | 2.93 | 3.05 | 5.98 | 61.91 |
| Fast Food without Drive-through | 933 | TSF | 26.32 | 17.55 | 43.87 | 13.34 | 12.81 | 26.15 | 716.00 |
| Fast Food with Drive-through | 934 | TSF | 23.16 | 22.26 | 45.42 | 16.98 | 15.67 | 32.65 | 496.12 |

*Source: URBAN-D, Table 4-1 (Appendix 11.0)*

*[1] Trip Generation Source: Institute of Transportation Engineers (ITE), Trip Generation Manual, 9th Edition (2012).*

*[2] TSF = Thousand Square Feet*

**Table 16-2**
**Project Trip Generation Summary**

| Land Use | Quantity | Units[2] | AM Peak Hour In | AM Peak Hour Out | AM Peak Hour Total | PM Peak Hour In | PM Peak Hour Out | PM Peak Hour Total | Daily |
|---|---|---|---|---|---|---|---|---|---|
| Free Standing Discount Store (Major) | 10.000 | TSF | 7 | 3 | 11 | 25 | 25 | 50 | 572 |
| Internal Capture (10%): | | | -1 | 0 | -1 | -2 | -2 | -5 | -57 |
| External Trips: | | | 6 | 3 | 10 | 22 | 22 | 45 | 515 |
| Pass-by Reduction: (17% PM/Daily)[3]: | | | 0 | 0 | 0 | -4 | -4 | -8 | -88 |
| *Net External Trips:* | | | *6* | *3* | *10* | *18* | *18* | *37* | *428* |
| Auto Parts Sales (Pad 1) | 7.004 | TSF | 8 | 8 | 15 | 21 | 21 | 42 | 434 |
| Internal Capture (10%): | | | -1 | -1 | -2 | -2 | -2 | -4 | -43 |
| External Trips: | | | 7 | 7 | 14 | 18 | 19 | 38 | 390 |
| Pass-by Reduction: (43% PM/Daily)[3]: | | | 0 | 0 | 0 | -8 | -8 | -16 | -168 |
| *Net External Trips:* | | | *7* | *7* | *14* | *10* | *11* | *22* | *222* |
| Fast Food with Drive-through (Pad 2) | 2.600 | TSF | 60 | 58 | 118 | 44 | 41 | 85 | 1,290 |
| Internal Capture (10%): | | | -6 | -6 | -12 | -4 | -4 | -9 | -129 |
| External Trips: | | | 54 | 52 | 106 | 40 | 37 | 77 | 1,161 |
| Pass-by Reduction: (49% AM/50% PM/Daily)[3]: | | | -26 | -26 | -52 | -18 | -18 | -36 | -581 |
| *Net External Trips:* | | | *28* | *26* | *54* | *22* | *19* | *41* | *581* |
| Retail (Pad 3) | 3.300 | TSF | 2 | 1 | 3 | 6 | 6 | 12 | 141 |
| Internal Capture (10%): | | | 0 | 0 | 0 | -1 | -1 | -1 | -14 |
| External Trips: | | | 2 | 1 | 3 | 5 | 6 | 11 | 127 |
| Pass-by Reduction: (34% PM/Daily)[3]: | | | 0 | 0 | 0 | -2 | -2 | -4 | -43 |
| *Net External Trips:* | | | *2* | *1* | *3* | *3* | *4* | *7* | *84* |
| Fast Food without Drive-through (Pad 3) | 3.300 | TSF | 87 | 58 | 145 | 44 | 42 | 86 | 2,363 |
| Internal Capture (10%): | | | -9 | -6 | -14 | -4 | -4 | -9 | -236 |
| External Trips: | | | 78 | 52 | 130 | 40 | 38 | 78 | 2,127 |
| Pass-by Reduction: (49% AM/50% PM/Daily)[3]: | | | -26 | -26 | -52 | -19 | -19 | -38 | -1063 |
| *Net External Trips:* | | | *52* | *26* | *78* | *21* | *19* | *40* | *1063* |
| **TOTAL NET TRIPS:** | | | **95** | **63** | ***159*** | **74** | **71** | ***146*** | ***2,377*** |

*Source: URBAN-D, Table 4-1 (Appendix 11.0)*

*[1] Trip Generation Source: Institute of Transportation Engineers (ITE), Trip Generation Manual, 9th Edition (2012).*

*[2] TSF = Thousand Square Feet*

[3] Pass-by reduction percentages are from the ITE Trip Generation Handbook (3rd Edition, 2014): Tables F.3, F.9, F.11, F.31, and F.32.

***Project Trip Distribution***

The Project trip distribution was developed based on anticipated travel patterns to and from the Project site. There are no potential traffic impacts anticipated to local residential streets, as Project-related traffic is anticipated to primarily utilize the city's arterials (e.g., no cut-through traffic).

***Project Trip Assignment***

The assignment of traffic from the Project area to the adjoining roadway system is based on the Project trip generation, trip distribution, and the arterial highway and local street system improvements that would be in place by the time of initial occupancy of the Project.

***Modal Split***

The traffic-reducing potential of public transit, walking, or bicycling was not considered in the TIA. Essentially, the traffic projections are conservative in that public transit might be able to reduce the traffic volumes.

***Intersection Capacity Analysis***
The intersection capacity analysis provides a summary of the analysis results for Existing (2016), Existing plus Project, and Opening Year Cumulative (2018).

***Cumulative Analysis Methodology***
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 developments for opening year traffic conditions provided by City of Wildomar Department of Transportation staff and are included as Table 4-2 in the TIA (**Appendix 11.0**).

The General Plan buildout 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 City of Wildomar General Plan. If the funded and approved improvements can provide the target LOS, the Project's payment into TUMF, DIF or other fair share contribution programs 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 DIF facilities) are identified as such.

***Freeway Mainline Analysis***
The Project will contribute less than 50 peak hour trips to the freeway mainline. As such, per City of Wildomar Traffic Study Guidelines and Caltrans Traffic Study Guidelines, analysis of the freeway mainline is not required.

**DISCUSSION**

a) **Less Than Significant Impact.**

The TIA evaluated the following study scenarios consistent with the City of Wildomar requirements for evaluation of potential traffic impacts:

- Year 2016 Existing Conditions (E)
- Year 2016 Existing Plus Project Conditions (E+P)
- Year 2018 Cumulative Conditions without Project (E+C)
- Year 2018 Cumulative Conditions with Project (E+P+C)

An Intersection peak hour Level of Service (LOS) analysis was conducted at the following seven (7) study locations, selected by City of Wildomar staff, including the Project driveways:

| Intersection No. | Intersection |
|---|---|
| 1 | Palomar Street / Clinton Keith Road |
| 2 | Driveway 1 / Clinton Keith Road (Future Intersection) |
| 3 | Stable Lanes Road / Driveway 2 (Future Intersection) |
| 4 | Stable Lanes Road / Clinton Keith Road |
| 5 | Hidden Springs Road / Clinton Keith Road |
| 6 | I-15 Southbound Ramps / Clinton Keith Road |
| 7 | I-15 Northbound Ramps / Clinton Keith Road |

(E)

Currently, all of the study area intersections operate at an acceptable LOS, except for the following:

| Intersection No. | Intersection |
|---|---|
| 1 | Palomar Street / Clinton Keith Road (AM Peak Hour Only) |

(E+P)

The E+P scenario includes existing traffic volumes plus Project traffic. The E+P delay and levels of service for the study area roadway network are shown in **Table 16-3**, **Intersection Operations Analysis Summary for (E+P) Conditions (Unmitigated)**, below, which shows traffic operations of roadway facilities described using the term "level of service." LOS is a qualitative description of traffic flow based on several factors such as speed, travel time, delay, and freedom to maneuver. Six levels are typically defined ranging from LOS A, representing completely free-flow conditions, to LOS F, representing breakdown in flow resulting in stop-and-go conditions. LOS E represents operations at or near capacity, an unstable level where vehicles are operating with the minimum spacing for maintaining uniform flow.

The lane configurations and traffic controls assumed to be in place for E+P conditions are consistent with those shown previously on Exhibit 3-1 of the TIA, with the exception of the following:

- Project driveways and those facilities assumed to be constructed by the Project to provide site access are also assumed to be in place for E+P conditions only (e.g., intersection and roadway improvements along the Project's frontage and driveways).
- Modifications to the existing median at Stable Lanes Road and Clinton Keith Road to allow for full turning movements.

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**Table 16-3**
**Intersection Operations Analysis Summary for (E+P) Conditions (Unmitigated)**

| # | Intersection | Traffic Control [2] | Existing (2016) | | | | E+P | | | | Change in Delay | | Significant Impact?[4] |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Delay[1] (seconds) | | LOS[3] | | Delay[1] (seconds) | | LOS[3] | | | | |
| | | | AM | PM | AM | PM | AM | PM | AM | PM | AM | PM | |
| 1 | Palomar St/Clinton Keith Rd | TS | **62.4** | 36.9 | **E** | D | **67.3** | 39.0 | **E** | D | 4.9 | 2.1 | No |
| 2 | Driveway 1/ Clinton Keith Rd | **CSS** | Future Intersection | | | | 11.5 | 14.3 | B | B | -- | -- | No |
| 3 | Stable Lanes Rd/Driveway 2 | **CSS** | Future Intersection | | | | 9.0 | 9.0 | A | A | -- | -- | No |
| 4 | Stable Lanes Rd/Clinton Keith Rd | CSS | 13.0 | 13.0 | B | B | **25.7** | **>100.0** | D | **F** | -- | -- | **Yes (PM Only)** |
| 5 | Hidden Springs Rd/Clinton Keith Rd | TS | 18.4 | 18.3 | B | B | 18.5 | 18.8 | B | B | 0.1 | 0.5 | No |
| 6 | I-15 SB Ramps/ Clinton Keith Rd | TS | 24.8 | 23.7 | C | C | 26.1 | 23.7 | C | C | 1.3 | 0.0 | No |
| 7 | I-15 NB Ramps/ Clinton Keith Rd | TS | 21.4 | 21.3 | C | C | 21.9 | 21.6 | C | C | 0.5 | 0.3 | No |

Source: Urban-D, Table 5-1 (Appendix 11.0)
**BOLD** = LOS does not meet the applicable jurisdictional requirements (i.e. unacceptable LOS)
[1] Per the 2010 Highway Capacity Manual, overall average intersection delay and level of service are shown for intersections with a traffic signal or all-way stop control. For intersections with cross-street stop control, the delay and level of service for the worst individual movement (or movements sharing a single lane) are shown.
[2] CSS = cross-street stop; **CSS** = improvement
[3] LOS = level of service
[4] Significant impact if change in delay exceeds 5.0 seconds for intersections at LOS E or LOS F under pre-Project conditions.

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As shown in **Table 16-3**, above, the following intersections are anticipated to operate at unacceptable LOS with the addition of Project traffic and modifications to allow for full turning movements:

| Intersection No. | Intersection |
|---|---|
| 1 | Palomar Street / Clinton Keith Road (AM Peak Hour Only) |
| 4 | Stable Lanes Road / Clinton Keith Road (PM Peak Hour Only) |

The intersection of Palomar Street/Clinton Keith Road is anticipated to continue to operate at an unacceptable LOS for E+P conditions. The addition of Project traffic and modifications to the intersection of Palomar Street/Clinton Keith Road are anticipated to increase the delay by less than 5.0 seconds from the existing condition. Thus, the impact is less than significant.

The addition of Project traffic and modifications to the intersection of Stable Lanes Road/Clinton Keith Road are anticipated to increase the delay by more than 5.0 seconds from the existing condition resulting in a potentially significant impact. However, through Project design features, a traffic signal will be installed at the intersection of Stable Lanes Road and Clinton Keith Road and modifications will be made to the existing median to allow for full turning movements at the intersection, reducing any E+P impact to less than significant (URBAN-D, Table 5-2, p. 48).

(E+C)

This scenario includes existing traffic volumes plus an ambient growth factor of 4.04 percent plus traffic from pending and approved but not yet constructed known development projects in the area. As reflected in **Table 16-4**, **Intersection Operations Analysis Summary for Cumulative Conditions (2018)** below, the following intersections are anticipated to operate at unacceptable LOS in the opening year (2018) cumulative scenario without Project traffic:

| Intersection No. | Intersection |
|---|---|
| 1 | Palomar Street / Clinton Keith Road |
| 4 | Stable Lanes Road / Clinton Keith Road |
| 5 | Hidden Springs Road / Clinton Keith Road (PM Peak Hour Only) |

(E+P+C)

This scenario includes existing traffic volumes plus an ambient growth factor of 4.04 percent plus traffic from pending and approved but not yet constructed known development projects in the area plus Project traffic. As reflected in **Table 16-4**, below, the following intersections are anticipated to operate at unacceptable LOS in the opening year (2018) cumulative scenario with Project traffic:

| Intersection No. | Intersection |
|---|---|
| 1 | Palomar Street / Clinton Keith Road |
| 4 | Stable Lanes Road / Clinton Keith Road |
| 5 | Hidden Springs Road / Clinton Keith Road (PM Peak Hour Only) |

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**Table 16-4**
**Intersection Operations Analysis Summary for Cumulative Conditions (2018)**

| # | Intersection | Traffic Control [2] | 2018 Without Project | | | | 2018 With Project | | | | Change in Delay | | Significant Impact?[4] |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Delay[1] (seconds) | | LOS[3] | | Delay[1] (seconds) | | LOS[3] | | | | |
| | | | AM | PM | AM | PM | AM | PM | AM | PM | AM | PM | |
| 1 | Palomar St/Clinton Keith Rd | TS | **118.7** | **140.9** | **F** | **F** | **121.0** | **141.1** | **F** | **F** | 2.3 | 0.2 | No |
| 2 | Driveway 1/ Clinton Keith Rd | **CSS** | Future Intersection | | | | 13.1 | 19.2 | B | C | -- | -- | No |
| 3 | Stable Lanes Rd/Driveway 2 | **CSS** | Future Intersection | | | | 9.1 | 9.3 | A | A | -- | -- | No |
| 4 | Stable Lanes Rd/Clinton Keith Rd | CSS | **>100.0** | **>100.0** | **F** | **F** | **>100.0** | **>100.0** | **F** | **F** | -- | -- | **Yes** |
| 5 | Hidden Springs Rd/Clinton Keith Rd | TS | 23.7 | 49.8 | C | D | 24.2 | **54.3** | C | D | -- | 4.5 | No |
| 6 | I-15 SB Ramps/ Clinton Keith Rd | TS | 31.2 | 28.1 | C | C | 35.1 | 28.1 | D | C | -- | -- | No |
| 7 | I-15 NB Ramps/ Clinton Keith Rd | TS | 22.5 | 23.1 | C | C | 23.0 | 23.5 | C | D | -- | -- | No |

Source: Urban-D, Table 6-1 (Appendix 11.0)
**BOLD** = LOS does not meet the applicable jurisdictional requirements (i.e. unacceptable LOS)
[1] Per the 2010 Highway Capacity Manual, overall average intersection delay and level of service are shown for intersections with a traffic signal or all-way stop control. For intersections with cross-street stop control, the delay and level of service for the worst individual movement (or movements sharing a single lane) are shown.
[2] CSS = cross-street stop; TS = Traffic Signal; **CSS** = improvement
[3] LOS = level of service
[4] Significant impact if change in delay exceeds 5.0 seconds for intersections at LOS E or LOS F under pre-Project conditions.

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The addition of Project traffic will continue to result in cumulative impacts to the intersections of Palomar Street/Clinton Keith Road and Hidden Springs Road/Clinton Keith Road. However, the addition of Project traffic is not anticipated to exceed the City's threshold of significance criteria at these intersections. The addition of Project traffic is anticipated to result in a significant cumulative impact at the intersection of Stable Lanes Road/Clinton Keith Road. However, Project design features (PDF) are necessary to accommodate site access. These PDF's include installation of a traffic signal will be installed at the intersection of Stable Lanes Road and Clinton Keith Road and modifications to the existing median to allow for full turning movements at the intersection. With implementation of these PDF's, impacts are less than significant. Further, as enforced by City Municipal Code Chapter 3.40, Western Riverside County Transportation Uniform Mitigation Fee, and the adopted City Traffic Signal Development Impact Fee (Article I, Development Impact Fees, of 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 done through the payment of Western Riverside County TUMF, City of Wildomar development impact fees, or a fair share contribution as directed by City (UBRAN-D, p. 65). 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. Thus, the Project's impacts to cumulative traffic conditions will be less than significant.

Conclusion

Significant impacts are determined by comparing with and without Project scenarios for each traffic condition. All impacts under E+P and future cumulative scenarios as shown in **Table 16-2** and **Table 16-3** are found to be less than significant.

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 March 2011; of the roadways in Wildomar, Interstate 15 (I-15) is included in the CMP.

**Table 16-5**
**Intersection Analysis Locations**

| # | Intersection | Jurisdiction | CMP? |
|---|---|---|---|
| 1 | Palomar St/Clinton Keith Rd | Wildomar | No |
| 2 | Driveway 1/ Clinton Keith Rd | Wildomar | No |
| 3 | Stable Lanes Rd/Driveway 2 | Wildomar | No |
| 4 | Stable Lanes Rd/Clinton Keith Rd | Wildomar | No |
| 5 | Hidden Springs Rd/Clinton Keith Rd | Wildomar | No |
| 6 | I-15 SB Ramps/ Clinton Keith Rd | Wildomar | No |
| 7 | I-15 NB Ramps/ Clinton Keith Rd | Wildomar | No |
| 1 | Palomar St/Clinton Keith Rd | Wildomar | No |

Source: Urban-D, Table 1-1 (Appendix 11.0)

The seven intersections listed in **Table 16-5, Intersection Analysis Locations,** above, were selected based on consultation with City of Wildomar staff. In general, the study area includes intersections where the Project is anticipated to contribute 50 or more peak-hour trips. The table indicates that the seven intersections will not be a part of the CMP. However, as identified in subsection 16.a above, the applicant is required to pay the Western Riverside County TUMF and Wildomar Development Impact Fees. Accordingly, the Project will not conflict with the RCTC Congestion Management Program and this impact would be less than significant.

c) **No 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 maximum building height of the Project is 33 feet. The Project is not located within an Airport Land Use Plan. Thus, the location and height of the Project would not affect air traffic patterns or aircraft operations from any private or public airport. Therefore, no impacts will occur.

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 will be reviewed for compliance with these standards as part of the review process conducted by the City. 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. Thus, the Project will not introduce any hazardous design features. Access will be provided from Stable Lanes and Clinton Keith Road. Project access will be reviewed by City to ensure there is sufficient emergency access provided at the site as required by City of Wildomar Municipal Code 8.28 (Fire Code) for compliance with the California Fire Code. Thus, compliance with Wildomar Municipal Code Section 8.28 will ensure impacts related to emergency access are less than significant. Therefore, impacts are less than significant.

f) **Less Than Significant Impact.** The Riverside Transit Agency (RTA) provides transit service in the Project area. RTA Route 23 runs north on Hidden Springs Road along Clinton Keith Road to east of Interstate-15. Transit service is reviewed and updated by RTA to address ridership, budget and community demand needs. As a community serving commercial project, the proposed Project is not anticipate to substantially increase demand for transit services. The proposed Project will allow for a safe, bicycle and pedestrian friendly community through compliance with City of Wildomar adopted roadway standards which include sidewalk and travel way standards. There

are no components of the proposed Project that could reasonably be expected to detract from, or otherwise decrease the performance or safety of, existing policies and facilities for transit, bicycles, and pedestrians. Therefore, impacts are less than significant.

**STANDARD CONDITIONS AND REQUIREMENTS**

1. The Project shall pay the TUMF and adopted City Traffic Signal Development Impact Fee (Wildomar Municipal Code Section 3.44).

2. The Project shall comply with City of Wildomar Municipal Code Section 8.28.

3. Prior to the issuance of occupancy permits, the Project Applicant shall construct a traffic signal at the intersection of Stable Lanes Road and Clinton Keith Road and modify the existing median to allow for full turning movements at the intersection.

**MITIGATION MEASURES**

None required.

**17. 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 storm water 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, e) **Less Than Significant Impact.** The EVMWD currently operates three wastewater treatment facilities: the Regional WWTP, the Horsethief Canyon 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 WWTP service area, which has its wastewater conveyed by 38 lift stations and treated by the Regional Water Reclamation Facility (EVMWD SSMP, Figure 3-10).

To determine future demand for wastewater facilities, the EVMWD relies on recommended generation factors included in Table 4-8 of the 2016 Sewer System Master Plan Final Report (EVMWD SSMP). The recommended generation factors are determined according to land use designation. The generation factor for general commercial developed uses is 1,500 gallons per day per acre (EVMWD SSMP). Using this factor and allowing that the proposed Project will result in a total of 3.6 developed acres, the proposed Project may be expected to generate 5,400 gallons of wastewater per day (1,500 gpd x 3.6 developed acres).

Of the 38 lift stations operating in the Regional WWTP service area, wastewater produced by the proposed Project will likely be drawn by the McVicar Lift Station or the Washington Avenue lift

station located approximately 0.70 miles northwest of the Project site at 32575 McVicar Street and approximately 2 miles southwest of the Project site, respectively (EVMWD SSMP, Figure 3-1). The Washington Avenue Lift Station has a capacity of 2,099,520 gallons per day (gpd) and the McVicar Lift Station has a capacity of 1,670,400 gallons per day (gpd). Therefore, Project-generated wastewater would have a greater proportional impact on the McVicar Lift Station, if flows were to be directed toward this station. Considering the proposed Project's projected wastewater generation rate of 5,400 gpd, the proposed Project would represent less than a 1 percent increase in capacity at the McVicar Street Lift Station. The Project's projected wastewater would have an even lesser effect on the Washington Avenue Lift Station if flows were to be directed this direction; therefore, wastewater generated at the Project site would have a less than significant impact on the lift stations closest to the Project site.

The 2016 EVMWD Sewer System Master Plan includes detailed descriptions of all facilities operated by the Elsinore Valley Municipal Water District for the purpose of collecting and treating wastewater. The Master Plan was based on General Plan land use designations to estimate demand for service. The Wastewater Master Plan states that the facility's existing average flow and peak flow capacities are 8 million gallons per day (mgd) and 17.6 mgd, respectively (EVMWD SSMP, p. 2-13).

The Regional Water Reclamation Facility was constructed in 1986 with a capacity of 2.0 mgd. Between 2011 and 2014, the most recent period with available data, the facility is processing approximately 5.46 mgd, leaving an unused capacity of just over 2 mgd (EVMWD SSMP, Table 5-2). Considering the EVMWD's generation factor to determine that the proposed Project will result in a wastewater demand of 5,400 gallons per day, and the stated current treatment capacity of the Regional Water Reclamation Facility at 8 mgd, the proposed Project would result in an increase of less than 0.5 percent to the average wastewater flow at the facility. Because the proposed Project is consistent with the General Plan and the Sewer System Master Plan, and as the size of the Project would not exceed capacity at either the lift station or the treatment plant, impacts associated with wastewater are considered less than significant.

c) **Less Than Significant Impact**. The reader is referred to Section 9.d, Hydrology and Water Quality, above, for further discussion of the Project site's existing and proposed drainage. The Project will preserve most of the existing drainage patterns. Both on-site flows, as well as off-site flows that are conveyed to the site, will be routed to on-site biofiltration basins for treatment prior to discharge into the outfall area located in the southwest portion of the property. This outfall area will remain in its existing state with the exception of a storm drain culvert which will be constructed in the southern portion of the outfall area providing connection to the existing 72-inch CMP across Clinton Keith Road; which ultimately conveys flows to Murrieta Creek. While the Project site will increase impervious surface areas, flows will increase only slightly (by 2.9 cfs) in the developed condition. To reduce flow rates to predeveloped conditions, an underground detention system will be utilized to detain runoff and meter the release of the storm water to the pre-development flow rates. All proposed drainage improvements will be constructed on the Project site. As such, impacts related to their construction are considered throughout this document as part of the proposed Project and mitigated when applicable. Therefore, this impact would be less than significant.

d) **Less Than Significant Impact**. The Project site is within the service boundary for the Elsinore Valley Municipal Water District, and development on the Project site will connect to existing EVMWD water service infrastructure. There is an existing 36-inch and 12-inch water line in Clinton Keith

Road, and an 8-inch water line in Stable Lanes Road. Connection to the EVMWD water supply would occur through two 8-inch lateral connections in Stable Lanes Road.

EVMWD utilizes groundwater from the Lake Elsinore and Coldwater Basins, local surface water from Canyon Lake Reservoir, and imported water supplies to ensure adequate water is available for consumers. Imported water is used to ensure that significant overdraft of local groundwater supplies does not occur and is purchased from the Metropolitan Water District through Western Municipal Water District (WMWD). This water is imported from the Temescal Valley Pipeline connection, the Auld Valley Pipeline EM-17 connection, Conjunctive Use Program, and the Coldwater Basin. (EVMWD, p. 6-1).

Water rights for the Elsinore Basin are not adjudicated (EVMWD, p. 6-6). For basins that have not been adjudicated, the Department of Water Resources (DWR) is to be notified as to whether a basin is overdrafted or is projected to become overdrafted. DWR Bulletin 118 is California's official collection on the occurrence and nature of groundwater statewide. Bulletin 118 defines the boundaries and describes the hydrologic characteristics of California's groundwater basins. Bulletin 118 also provides information on groundwater management and recommendations for the future. Bulletin 118 also provides Groundwater Sustainability Agencies with three critical pieces of information regarding groundwater basins: Critical Conditions of Overdraft, Basin Boundaries, and Basin Priority. (DWR)

DWR Bulletin 118 does not identify the Elsinore Basin to be in a state of overdraft. Water levels in the Elsinore Basin and Coldwater Basin were declining due to over pumping in the late 1990s and early 2000s. However, after the 2005 Groundwater Management Plan (GWMP) and an agreement with Corona, the Elsinore Basin and Coldwater Basin are well managed to limit withdrawals to the safe-yield of the basin. According to EVMWD's Elsinore Basin GWMP, approximately 99 percent of the groundwater produced by the basin is pumped by EVMWD. The 2005 GWMP estimated that the Elsinore Basin has significant storage capacity to support groundwater storage programs. Local pumpers with private wells account for less than one percent of basin production. (EVMWD, pp. 6-6 to 6-8).

The 2016 Comprehensive Annual Financial Report produced by the EVMWD states that the district produced 20,197 acre-feet of water in fiscal year 2016. The report further states that of the 20,197 acre-feet of water produced, a total of 19,291 acre-feet of water was consumed. For the past ten years, the EVMWD has produced between 34,016 acre-feet (fiscal year 2007) and 20,197 acre-feet (fiscal year 2016) of water annually, with average water production of approximately 25,974 acre-feet from fiscal years 2007 to 2016. During that same period, the lowest amount of water consumed by EVMWD customers was 19,291 acre-feet (fiscal year 2016) and the highest amount of consumed was 31,878 (fiscal year 2017) with average water consumption of approximately 25,408 acre-feet from fiscal years 2007 to 2016.

Future production requirements for EVMWD's service area were estimated based on population and employment projections as well as build out water demand projections based on General Plan land use classifications and water duty factors. A water duty is the average daily water use of a given land use type (in gallons per day per acre). Establishing water duty factors for EVMWD's service area requires consumption data within the system, locations of water meters, and existing and future land use designations. As the Project as proposed does not include a change to the General Plan land use, it was included in EVMWD's future water demand projections. (EVMWD-

WSMP, p. 3-17 to 3-24). **Table 17-1, Multiple Dry Years Water Supply and Demand Comparison**, below reflects a future projected multiple dry year scenario.

**Table 17-1**
**Multiple Dry Years Water Supply and Demand Comparison**

| | | 2020 | 2025 | 2030 | 2035 | 2040 |
|---|---|---|---|---|---|---|
| Year 1 | Supply | 42,782 | 51,126 | 51,701 | 59,591 | 59,921 |
| | Demand | 36,205 | 40,605 | 45,005 | 49,205 | 53,605 |
| | Difference | 6,577 | 10,521 | 6,696 | 10,486 | 6,316 |
| Year 2 | Supply | 42,640 | 50,984 | 51,559 | 59,549 | 59,779 |
| | Demand | 36,205 | 40,605 | 45,005 | 49,205 | 53,605 |
| | Difference | 6,435 | 10,379 | 6,554 | 10,344 | 6,174 |
| Year 3 | Supply | 41,640 | 49,984 | 50,559 | 69,549 | 58,779 |
| | Demand | 36,205 | 40,605 | 45,005 | 49,205 | 53,605 |
| | Difference | 5,435 | 9,379 | 5,554 | 9,344 | 5,174 |

Source: EVMWD UWMP, Table 7-8

As reflected in **Table 17-1**, EVMWD has sufficient supplies to meet its projected demand through 2040. As the proposed Project's land use was considered in EVMWD's future water demands, impacts are less than significant.

f) **Less Than Significant Impact.** Waste Management provides solid waste services to the Project site and hauls to the El Sobrante Landfill in Corona after being sorted at the Robert A. Nelson Transfer Station. The El Sobrante Landfill (CalRecycle Solid Waste Information System Number 33-AA-0217) is projected to reach full capacity of 184,930,000 tons in 2045. (CR-A). The landfill covers approximately 1,322 acres and receives approximately 16,054 tons of solid waste per day. The California Department of Resources Recycling and Recovery (CalRecycle) collects and maintains data that records the rate of solid waste disposal at the local, regional, and statewide levels. CalRecycle inputs this data into the Disposal Reporting System, 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 is utilized.

Construction

The Project's estimated solid waste generation during construction is reflected below in **Table 17-2, Estimated Construction Project-Related Solid Waste Generation.**

**Table 17-2**
**Estimated Construction Project-Related Solid Waste Generation**

| Proposed Land Use | Size (Square Feet) | Generation Factor (lbs/SF)[1] | Proposed Project Total (tons)[2] |
|---|---|---|---|
| Commercial | 26,204 | 3.89 | 50.97 |
| | | **TOTALCONSTRUCTION WASTE** | **50.97** |
| **Disposal Facility** | **Disposal Capacity (tons/year)[3, 4]** | | **Proposed Project Percent of Yearly Intake[5]** |
| El Sobrante Landfill | 5,859,710 | | 0.00 |
| Robert A. Nelson Transfer Station | 1,460,000 | | 0.01 |
| | | **TOTAL YEARLY INTAKE PERCENTAGE** | **0.01** |

Notes:
1. Source: USEPA, p. 2-4
2. 1 ton=0.0005 lbs
3. Daily Disposal capacity multiplied by 365 days per year.
4. Source: CR-A
5. (Total Construction Waste Generated/2 years of construction/Disposal Facility Capacity) x 100

As reflected **Table 17-2**, the proposed Project is anticipated to generate approximately 51 tons of construction related solid waste. Given the limited contribution of construction related solid waste anticipated to be generated by the Project over an estimated two-year construction period (approximately 0.01 percent of the annual landfill capacity), development of the Project would not substantially contribute to exceeding of the permitted capacity of the designated landfills from construction. Further, City Municipal Code 15.20.010 has adopted California Code of Regulation Title 24, Part 11 for California Green Building Standards Code (CGBSC), Title 24, Part 11 Section 5.408.1 which requires projects involving construction and demolition to recycle or salvage a minimum of 65 percent of nonhazardous construction and demolition waste generated on site (MC, CCR). Thus, impacts to the existing landfills during construction will be less than significant**.**

Operation

The Project's estimated solid waste generation during operation is reflected below in **Table 17-3, Estimated Operational Project-Related Solid Waste Generation.**

**Table 17-3**
**Estimated Operational Project-Related Solid Waste Generation**

| Proposed Land Use | Total Number of Employees[1] | Disposal Factor (tons/employees)[2] | Proposed Project Total (tons/year) |
|---|---|---|---|
| Commercial | 52 | 1.96 | 101.92 |
| | | **TOTAL OPERATION WASTE** | **101.92** |
| **Disposal Facility** | **Disposal Capacity (tons/year)[3,4]** | | **Proposed Project Percent of Yearly Intake[5]** |
| El Sobrante Landfill | 5,859,710 | | 0.01 |
| Robert A. Nelson Transfer Station | 1,460,000 | | 0.00 |
| | | **TOTAL YEARLY INTAKE PERCENTAGE** | **0.01** |

Notes:
1. Source: COR APP-E
2. Source: CR-B
3. Daily Disposal capacity multiplied by 365 days per year.
4 Source: CR-A
5 (Proposed Project Total/Disposal Facility Capacity) x 100

As reflected above in **Table 17-3**, the proposed Project is anticipated to generate approximately 102 tons of solid waste per year during operation. Given the limited contribution of solid waste to be generated by the Project per year, the Project would not substantially contribute to the exceedance of the permitted capacity of the designated landfill. The El Sobrante Landfill has the capacity to accommodate the Project's operational related solid waste. The proposed Project is served by a transfer station and a landfill with sufficient permitted capacity to accommodate the Project's solid waste disposal needs. Thus, it is not anticipated additional landfill capacity is required to serve the Project. Further, the proposed Project is regulated by federal, state and local government and would be required to comply with all statutes and regulations related to solid waste. Therefore, impacts are 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, Solid Waste Collection and Disposal, 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 that the Project results in a less than significant impact.

**STANDARD CONDITIONS AND REQUIREMENTS**

1. The Project shall comply with Wildomar Municipal Code Sections 15.20.010 and 8.104.

2. The Project must comply with the Solid Waste Reuse and Recycling Access Act of 1991.

**MITIGATION MEASURES**

None required.

## V. 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) 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) 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) 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 evaluations and discussion contained 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, above, with implementation of mitigation measures **BIO-1** through **BIO-8,** the proposed Project would have a less than significant impact on biological resources and would not conflict with the MSHCP. Furthermore, as discussed in subsection 5, Cultural Resources, with implementation of mitigation measures **CUL-1** through **CUL-6,** the proposed Project would have a less than significant impact on archaeological resources. Therefore, the proposed Project would not significantly affect the environment with implementation of the mitigation measures contained in this IS/MND.

b) **Less Than Significant Impact With Mitigation Incorporated.**

Aesthetics

The proposed Project would not contribute to cumulative visual resource or aesthetic impacts. The Project proposes several design measures to minimize light pollution. This Project and other projects in the city are required to comply with the City's light pollution ordinance. Furthermore, the City's Plot Plan application process would ensure the proposed development is in compliance with the City's zoning and design standards and guidelines, which regulate building design, mass, bulk, height, color, and compatibility with surrounding uses. 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

Cumulative biological impacts are defined as those impacts resulting from development in the MSHCP Plan Area as a result of buildout of the cities in western Riverside County consistent with SCAG's regional growth projections. Regional growth projections are based on current land use designations that determine what the planned land use is for cities in the region. Since the proposed Project would not include a change to the existing General Plan land use designation, cumulative impacts for the proposed Project have been accounted for by SCAG and by the Riverside Conservation Authority (RCA), the agency that administers the MSHCP.

The potential for the proposed Project to result in direct biological impacts is addressed through mitigation measures **BIO-1** through **BIO-11**. 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 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 development on the site would not contribute to seismic hazards or soil erosion. Implementation of mitigation measures **GEO-1** and **GEO-2** would result in decreased exposure to the risks associated with seismic activity and **GEO-3** would reduce impacts on paleontological resources. Therefore, the proposed Project is anticipated to have no impact on cumulative geophysical conditions in the region.

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 not create a 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. Furthermore, 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 Hydrology Report prepared for the Project would protect the quality of water discharged from the site during both construction and operation activities. Therefore, the Project would have a less than cumulatively considerable impact on water quality. 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 and the proposed zoning for the site and, with implementation of mitigation measures **BIO-1** through **BIO-8**, 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, mitigation measure **NOI-1** would reduce construction noise impacts and mitigation measure **NOI-2** and **NOI-3** would reduce operational noise impacts to less than significant.

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. The Project would not displace any houses or people requiring the construction of new housing elsewhere. Therefore, the Project would have a less than cumulatively considerable impact related to population and housing.

Public Services and Recreation

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. 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

Cumulative traffic impacts are created as a result of a combination of the proposed Project together with other future developments contributing to the overall traffic impacts and requiring additional improvements to maintain acceptable level of service operations with or without the Project. As shown in Table 16-3, the 2018 cumulative scenarios evaluated were found to be less than significant with implementation of mitigation. Additionally, as enforced by City Municipal Code Chapter 3.40, Western Riverside County Transportation Uniform Mitigation Fee, and the adopted City Traffic Signal Development Impact Fee (Article I, Development Impact Fees, of 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 done through the payment of Western Riverside County TUMF and City of Wildomar development impact fees. 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. The Project's impacts to cumulative traffic conditions would be less than cumulatively considerable.

Utilities and Service Systems

Implementation of the proposed Project would increase demand for public utilities. However, because the proposed Project is consistent with the existing General Plan land use designation for the site, its development was accounted for in long-range plans for the provision of such services. Therefore, the proposed Project would have less than cumulatively considerable impacts on utilities and service systems.

c) **Less Than Significant Impact With Mitigation Incorporated**. The proposed Project does not have the potential to significantly adversely affect human beings, either directly or indirectly. While a number of the impacts were identified as having a potential to significantly impact human beings, 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 measures, the proposed Project is not expected to cause significant adverse impacts to humans. Mitigation measures **BIO-1** through **BIO-8** reduce impacts associated with biological resources; mitigation measures **CUL-1** through **CUL-6** reduce impacts associated with cultural and archaeological resources; mitigation measures **GEO-1** and **GEO-2** reduce impacts associated with faults and mitigation measure **GEO-3** will reduce impacts on paleontological resources; mitigation measures **NOI-1**, **NOI-2**, and **NOI-3** reduce construction and operational noise impacts; mitigation measures **TRANS-1** will reduce traffic impacts; and mitigation measures **HAZ-1** through **HAZ-3** will reduce hazards and hazardous materials impacts. All significant impacts are avoidable, and the City of Wildomar will ensure that mitigation measures imposed to protect human beings are implemented.

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# ATTACHMENT A – EXHIBIT 3

## Response to Comments Package/Final IS/MND

# RESPONSE TO COMMENTS ON THE INITIAL STUDY/ MITIGATED NEGATIVE DECLARATION FOR

# WILDOMAR CROSSING RETAIL CENTER PROJECT

(Planning Application 16-0134)
SCH# 2018011054

LEAD AGENCY:

**CITY OF WILDOMAR**

23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

Prepared by:

Albert A. Webb Associates
3788 McCray Street
Riverside, CA 92506

April 2018

## 1.0 INTRODUCTION

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A Public Notices

# 1.0 INTRODUCTION

This document, in conjunction with the draft Initial Study/Mitigated Negative Declaration (IS/MND), responds to comments made on the proposed Wildomar Crossing Retail Center 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 released for public and agency review on January 31, 2018, with the 30-day review period ending on March 1, 2018. The City received seven (7) comment letters during this review period.

### RESPONSE TO COMMENTS

This document provides a response to comments received on the IS/MND. The comment letter is 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, the seven (7) comment letters received to date, 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 certification 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).

## 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.

### SECTION 3.0 – MINOR REVISIONS TO THE IS/MND

Section 3.0 provides a list of minor edits made to the IS/MND as a result of comments received or other staff-initiated changes.

# 2.0 Comments and Response to Comments

## 2.1 LIST OF COMMENTERS

The following agency/organization/individual submitted written comments on the IS/MND.

| Letter | Agency, Organization, or Individual | Date |
|---|---|---|
| A | Agua Caliente Band of Cahuilla Indians | February 9, 2018 |
| B | Jeanine Algoso-Ramirez | February 10, 2018 |
| C | Karen Anderson | February 4, 2018 |
| D | The Neighbors of Wildomar North Ranch Community | February 24, 2018 |
| E | Pechanga Temecula Band of Luiseño Mission Indians | February 28, 2018 |
| F | Rincon Band of Luiseño Indians | March 1, 2018 |
| G | Wittwer Parkin LLP (Southwest Regional Council of Carpenters) | March 1, 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 four comment letters are listed chronologically.

**Letter A**

**From:** Fossum, Larry (TRBL)
**To:** Matthew Bassi
**Subject:** Wildomar Crossing Retail Project 16-0134
**Date:** Friday, February 09, 2018 3:48:07 PM

Dear Matthew:

A-1 A records check of the Agua Caliente Band of Cahuilla Indians 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 other tribes in the area. This letter shall conclude our consultation efforts.

Cordially,

Larry Fossum
On behalf of Patricia Garcia-Plotkin
Director of Historic Preservation
Agua Caliente Band of Cahuilla Indians

The information contained in this message may be privileged and confidential and protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by replying to the message and deleting it from your computer

## Comment Letter A – Agua Caliente Band of Cahuilla Indians

**A-1. The commenter states, "A records check of the Agua Caliente Band of Cahuilla Indians 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 other tribes in the area. This letter shall conclude our consultation efforts."**

This comment is duly noted. No new environmental issues are raised by this comment.

# Letter B

**From:** Jeanine Algoso-Ramirez
**To:** Matthew Bassi
**Subject:** Wildomar Crossing Retail Ctr Project (PA No. 16-0134)
**Date:** Saturday, February 10, 2018 4:33:23 PM

Mr. Bassi,

B-1 I am opposing the Wildomar Crossing Retail Center projected to be on Clinton Keith and Stable Lanes. I feel we have more than enough retail in that location of Clinton Keith. I understand the reasoning behind it which is profit for the city, but since we already have retail in every corner by the 15 fwy why not think about beautifying Wildomar instead?

B-2 New homes were recently built by Lennar Homes in Stables Lanes and on Palomar, which certainly added a bit of upper level type homes for the city. The 15 freeway going onto Clinton Keith which is the main road going to Bear Creek and La Cresta, both upscale communities is an added plus for Wildomar. I feel a nice park would be better suited for the corner of Stables Lanes and Clinton Keith, it will look cleaner and eliminate anymore small retail establishments which we do not need since we have enough around the area. Wildomar can be known as a nice, clean community proud to be next to Murrieta and Temecula. I would like Wildomar to be known as a community that people driving through to find it a nice area, not so much as attached to Lake Elinsore which, I feel, remains to be old and not too concern about improvements.

B-3 Mr. Bassi, thank you for your time and I appreciate this opportunity to voice my opinion. I hope the committee re-considers the projected plan for Clinton Keith and Stable Lanes.

Mrs. Ramirez

## Comment Letter B – Jeanine Algoso-Ramirez

**B-1.** **The commenter states; "I am opposing the Wildomar Crossing Retail Center projected to be on Clinton Keith and Stable Lanes. I feel we have more than enough retail in that location of Clinton Keith. I understand the reasoning behind it which is profit for the city, but since we already have retail in every corner by the 15 fwy why not think about beautifying Wildomar instead?"**

The comment stating that the City has a sufficient amount of retail is duly noted; however, it does not constitute a CEQA issue. The purpose of this IS/MND is to evaluate the potential environmental effects associated with construction and operation of the proposed commercial retail development and to provide mitigation where necessary to avoid, minimize, or lessen those effects. The IS/MND analyzed the proposed Project's potential for aesthetic impacts on pages 43 and 44. As indicated on page 43, the proposed Project is subject to compliance with the City of Wildomar's Design Standards and Guidelines to ensure quality design and architecture compatible with the character of existing uses. The IS/MND addressed the surrounding uses, which include some parcels that are vacant and some that are developed with retail uses. Siting retail uses in areas designated under the General Plan for Community Retail is appropriate. The City found that the Project would not disrupt or divide the established community.

No new environmental issues are raised by this comment.

**B-2.** **The commenter states, "New homes were recently built by Lennar Homes in Stables Lanes and on Palomar, which certainly added a bit of upper level type homes for the city. The 15 freeway going onto Clinton Keith which is the main road going to Bear Creek and La Cresta, both upscale communities is an added plus for Wildomar. I feel a nice park would be better suited for the corner of Stables Lanes and Clinton Keith, it will look cleaner and eliminate anymore small retail establishments which we do not need since we have enough around the area. Wildomar can be known as a nice, clean community proud to be next to Murrieta and Temecula. I would like Wildomar to be known as a community that people driving through to find it a nice area, not so much as attached to Lake Elinsore which, I feel, remains to be old and not too concern about improvements."**

This comment is duly noted; however, it does not constitute a CEQA issue. The purpose of this IS/MND is to evaluate the potential environmental effects associated with construction and operation of the proposed commercial development and to provide mitigation where necessary to avoid, minimize, or lessen those effects. A zoning designation of General Commercial is compatible with surrounding commercial retail uses and the property's Commercial Retail General Plan land use designation. In addition, the IS/MND addressed the impacts to park facilities, concluding that the Project would not generate substantial impacts to parks because it is not residential and because the development will be subject to a park facilities tax.

No new environmental issues are raised by this comment.

**B-3.** **The commenter states, "Mr. Bassi, thank you for your time and I appreciate this opportunity to voice my opinion. I hope the committee re-considers the projected plan for Clinton Keith and Stable Lanes."**

This comment is duly noted. No new environmental issues are raised by this comment.

# Letter C

**From:** Karen Andersen
**To:** Matthew Bassi
**Cc:** Paul Lee; karen.marie53@yahoo.com
**Subject:** Project located northwesterly of Clinton Keith Road and Stable Lanes Road. Parcels 380-120-003 and 380-120-004
**Date:** Sunday, February 04, 2018 7:49:50 AM

C-1 1. Concerns on businesses currently proposed by developer. We need high end businesses to bring shoppers to Wildomar. Dollar Tree, Wendy's fast Food...do not benefit the area, and propose larger transient area. Unfortunately homeless people already live in tree areas around our area which compromises safety in our area. Lowers our property value. Higher end businesses is what would help Wildomar become an up and coming city. Some up and coming business ideas...Bank of America, Curves, Yoga studio, Burger Lounge Restaurant, Texas Roadhouse Restaurant, Paint and Sip, LA Fitness, Insurance Agency, Pet Smart, high end restaurants like they have in Old Town Murrieta.

C-2 2. If there is an entrance into this center on Stable Lane a signal needs to be put in at Stable Lane and Clinton Keith. Needs to be done either way. Presently at Stable Lane and Clinton Keith I see people making illegal left hand turns continually and the speed of drivers going west is excessive and a signal would help slow traffic down. A serious accident at the corner is imminent. Also, the road structure of Stable Lane and neighborhood of North Ranch is not conducive to large trucks and increased car traffic.

C-3 3. Please insure the permanent commercial structures do not lend themselves to become a hang out to transient population which will negatively effect the surrounding neighborhoods and area of North Ranch and will not help improve the image of Wildomar.

C-4 Please keep us informed of what is decided in relation to our concerns. When is the next meeting regarding this project?

Thank you.

Paul and Karen Andersen
23359 Crystal Way
Wildomar, CA 92595
951-235-7696

Sent from my iPad

## Comment Letter C – Paul and Karen Andersen

**C-1.** **The commenter states; "We need high end businesses to bring shoppers to Wildomar. Dollar Tree, Wendy's....do not benefit the area, and propose larger transient area. Unfortunately, homeless people already live in tree areas around our area which compromises safety in our area. Lowers our property value. Higher end businesses is what would help Wildomar become an up and coming city. Some up and coming business ideas...Bank of America, Curves, Yoga studio, Burger Lounge Restaurant, Texas Roadhouse Restaurant, Paint and Sip, LA Fitness, Insurance Agency, Pet Smart, high end restaurants like they have in Old Town Murrieta."**

This comment is duly noted; however, it does not constitute a CEQA issue. The purpose of this IS/MND is to evaluate the potential environmental effects associated with construction and operation of the proposed commercial retail development and to provide mitigation where necessary to avoid, minimize, or lessen those effects. Further, the City of Wildomar Municipal Code (Chapter 17.72) does not regulate specific types of tenants but instead allows for a variety of retail uses in the proposed C-1/C-P zone district. Thus, while the comment is important, it nonetheless is outside the scope of CEQA. (See *Maintain Our Desert Env't v. Town of Apple Valley* (2004) 124 Cal.App.4th 430, 446).

Impacts to safety due to users of development is a social issue rather than an environmental issue, and so does not need to be reviewed in the IS/MND (Saltonstall v. City of Sacramento (2015) 234 Cal.App.4th 549, 585). The social characteristics of visitors to a proposed development is not a factor to consider in determining whether an EIR is necessary (City of Orange v. Valenti (1974) 37 Cal.App.3d 240, 249). Regardless, the IS/MND addressed the public safety impacts and concluded that the Project would not significantly increase the demand for police protection services.

While this comment is important, it does not provide any evidentiary support to substantiate the idea that the proposed Project would attract a larger transient population. The proposed Project will clean up this area removing any debris and will be required by mitigation measure BIO-5 to remove the eucalyptus trees during construction to allow the native habitat to expand naturally.

No new environmental issues are raised by this comment.

**C-2.** **The commenter states, "If there is an entrance into this center on Stable Lane a signal needs to be put in at Stable Lane and Clinton Keith. Needs to be done either way. Presently at Stable Lane and Clinton Keith I see people making illegal left hand turns continually and the speed of drivers going west is excessive and a signal would help slow traffic down. A serious accident at the corner is imminent. Also, the road structure of Stable Lane and neighborhood of North Ranch is not conducive to large trucks and increased car traffic."**

The purpose of this IS/MND is to evaluate the potential environmental effects associated with construction and operation of the commercial development and to provide mitigation where necessary to avoid, minimize, or lessen those effects. This includes analysis of the impact traffic from the project would have on the surrounding area. A Traffic Impact Analysis (TIA) was prepared for the Project by Urban Crossroads (see Appendix 11.0) which includes an intersection capacity analysis which determined that the intersection of Stable Lanes Road and Clinton Keith Road may be impacted by the Project development as identified by the IS/MND. However, as discussed in the TIA and IS/MND on page 151, the proposed Project will include the installation of a new 4-way

traffic signal at the intersection of Stable Lanes Road and Clinton Keith Road, including modifications to the existing median to allow for full and safe turning movements; including dedicated deceleration lanes heading west on Clinton Keith and a dedicated left turn lane from Clinton Keith to Stable Lanes. These Project design conditions will reduce any potential traffic and safety impacts to this intersection.

As also discussed on page 151 of the IS/MND, the Project developer is also required, per the City of Wildomar Municipal Code, to pay its fair share of Development Impact Fees (DIF) to the City and to the Western Riverside County TUMF program, to fund off-site roadway improvements needed to serve the cumulative traffic conditions of the area surrounding the Project. As such, the Project's cumulative contribution to traffic is reduced to less than significant level.

Lastly, truck traffic from the proposed Project is required to enter the Project site at the Stable Lanes Road driveway and exit at the Clinton Keith Road driveway which is a restricted access with right turn-in and right turn-out capabilities only, as illustrated in the IS/MND, Figure 4 – Site Plan and Traffic Impact Analysis (Appendix 11.0). As such, project truck traffic will not be allowed to continue north of the Stable Lanes Road driveway into the retail center. Stable Lanes Road is designated as a local road and was widened to its ultimate required width, north of Clinton Keith Road and is designed sufficiently to accommodate the proposed Project traffic as identified in the Traffic Impact Analysis (Appendix 11.0). Further, as discussed on page 152 of the IS/MND, all site access will comply with all local, regional, and state regulations so as to not create any hazardous design features.

No new environmental issues are raised by this comment.

**C-3.** The commenter states, **"Please insure the permanent commercial structures do not lend themselves to become a hang out to transient population which will negatively effect the surrounding neighborhoods and area of North Ranch and will not help improve the image of Wildomar."**

This comment is duly noted; however, it does not constitute a CEQA issue. The purpose of this IS/MND is to evaluate the potential environmental effects associated with construction and operation of the proposed commercial development and to provide mitigation where necessary to avoid, minimize, or lessen those effects. As stated above, impacts to safety due to users of development is a social issue rather than an environmental issue. Regardless, the IS/MND addressed the public safety impacts and concluded that the Project would not significantly increase the demand for police protection services. Lastly, the Applicant is conditioned to prepare Covenants, Conditions and Restrictions (CC&R's) prior to recordation of the Parcel Map which will include, but not be limited to funding and procedural mechanism to address potential loitering if this occurs.

No new environmental issues are raised by this comment.

**C-4. The commenter states, "Please keep us informed of what is decided in relation to our concerns. When is the next meeting regarding this project?"**

The Commenter will receive a public hearing notice for both the Planning Commission and City Council meetings if they are within the 600-foot notification radius. If the commenter lives outside the 600-foot radius, the public hearing notice will be published in the Press Enterprises at least 10 days prior to the April 18th and May 9th Planning Commission and City Council meetings, respectively. In addition, the Commenter will receive a copy of this "Response to Comments" in accordance with the City's Local CEQA Guidelines.

No new environmental issues are raised by this comment.

# Letter D

Date: February 26, 2018

To: Mayor Ben Benoit, City Council Members, Planning Department

CC: Rob Mann, Project Manager at Mann Property Company

From: Neighbors near the proposed Wildomar Crossings Retail Center

Regarding: Proposed commercial development project known as Wildomar Crossings Retail Center at the NW corner of Clinton Keith Road and Stable Lanes

Mr. Mayor, City Council Members, and Planning Department Representatives,

D-1 The surrounding homeowners and residents are very concerned about this proposed project known as the Wildomare Crossings Retail Center, as the construction and completion of this Retail Center would directly impact over 90 homes in this community. To some of the homeowners, this Retail Center will literally be "in our backyards". Most of us moved into this new community within the last 2, 3 years. We were informed at the time we purchased our homes that this location could potentially be used for commercial development. The currently proposed retail stores do not reflect our upscale neighborhood nor would enhance our community.

D-2 In November 2017 a number of the residents attended a meeting called by the developer's representative, Mann Property Company, asking for our input on the development project. After seeing the development plans proposed by the developer, we believe this retail center would have severe negative impact on the homeowners and our property.

D-3 The homeowners and residents are very concerned about this proposed project, for many reasons. Attached herewith is a Petition signed by over 100 nearby residents, requesting the City of Wildomar and the Project Developer to take our statements into seriously consideration before approving of this project and the plans as currently submitted.

Respectfully,

The Neighbors of Wildomar North Ranch Community

Petition from the Residents of
North Ranch Community, Wildomar

RE: Wildomar Crossings Retail Center

We, the undersigned, are homeowners and residents of the North Ranch Community in Wildomar. The proposed development of the Wildomar Crossings Retail Center, at the NW corner of Clinton Keith Road and Stables Lane Road, will severely impact the residents, as our Community is directly adjacent to the proposed location of the Retail Center.

D-4

This proposed project will have severe negative impacts on the residents, due to:

1. The businesses currently proposed by the developer for operation
   a. Dollar Tree (or similar discount or thrift store)
   b. Wendy's (or other Fast Food service)
   c. Auto Zone

   North Ranch is an upscale neighborhood and the proposed businesses do not reflect similar target populations, nor provide any benefit to improve the reputation of Wildomar.
   The proposed businesses would result in significant depreciation of our property value.

D-5

2. Retail Target Population
   a. Proposed businesses appeal to transient population
   b. Transient and trespassers roaming through the North Ranch neighborhood
   c. Parking in the residential areas
   d. Compromised safety of residents, homes, and cars
   e. Degradation of surrounding property

D-6

3. Traffic Congestion –
   a. Stable Lanes Road is the main point of access for most of the residents in the North Ranch Community (90+ homes). A driveway at Stable Lanes Road going into and out of the Retail Center would cause serious traffic congestion for the residents.
   b. Severe additional cross traffic off Clinton Keith Road, as there are already several newly constructed retail centers in very close proximity to this location - Stater Bros shopping center, Wildomar Square, Barons Market shopping center, the Barn, the Shops at Clinton Keith. This small area is already too congested with retail centers. Traffic is already very heavy.

D-7

4. Many of the retail spaces are still vacant in these newly developed retail centers near this location.

D-8

5. Delivery Trucks
   Any business that requires the frequent delivery from large trucks, adjacent to our homes, would severely impose on the quality of our lives. The proposed locations for loading and trash are too close to the residences and will cause considerable disturbance.

Petition from the Residents of North Ranch, on the Wildomar Crossings Retail Center Page 1 of 2

D-9

6. Retail Center Operational Pollution
   a. Increased noise
   b. Increased trash and odor
   c. Increased auto pollution

After the development is completed, it would have severe overall infringement on our quality of life, on the quiet and private residential lifestyle we sought when we purchased our home.

D-10

7. Environmental pollution from the construction, including air, water, soil, and noise pollution.

D-11

The homeowners and residents of North Ranch have stated our objection to having a Dollar Tree, Wendy's, or Auto Zone, that have been proposed for Wildomar Crossings, or any similar discount or thrift stores at the site. We do not wish to have any Fast Food restaurants.

IF this location is to be developed for commercial use, below are some suggestions for businesses that would help to preserve the integrity of the neighborhood, and maintain the quality of living for the residents:

- High-end Day Spa or Salon
- Pier 1 Imports, Pottery Barn, Home Goods, or similar retail store
- Bank or Credit Union
- Insurance Company
- Legal Service, Escrow, or Title Office
- Fitness Gym, Dance Studio, Yoga Studio
- Small Health Store
- Flower Shop or Gift Boutique
- Alternative Food and Restaurant
  - Panera or Bakery
  - Lemonade or Juice Bar
  - Ethnic / Global Food option – such as Chinese Food, Thai Food, Indian, or Mediterranean

Signatures attached

Date_____

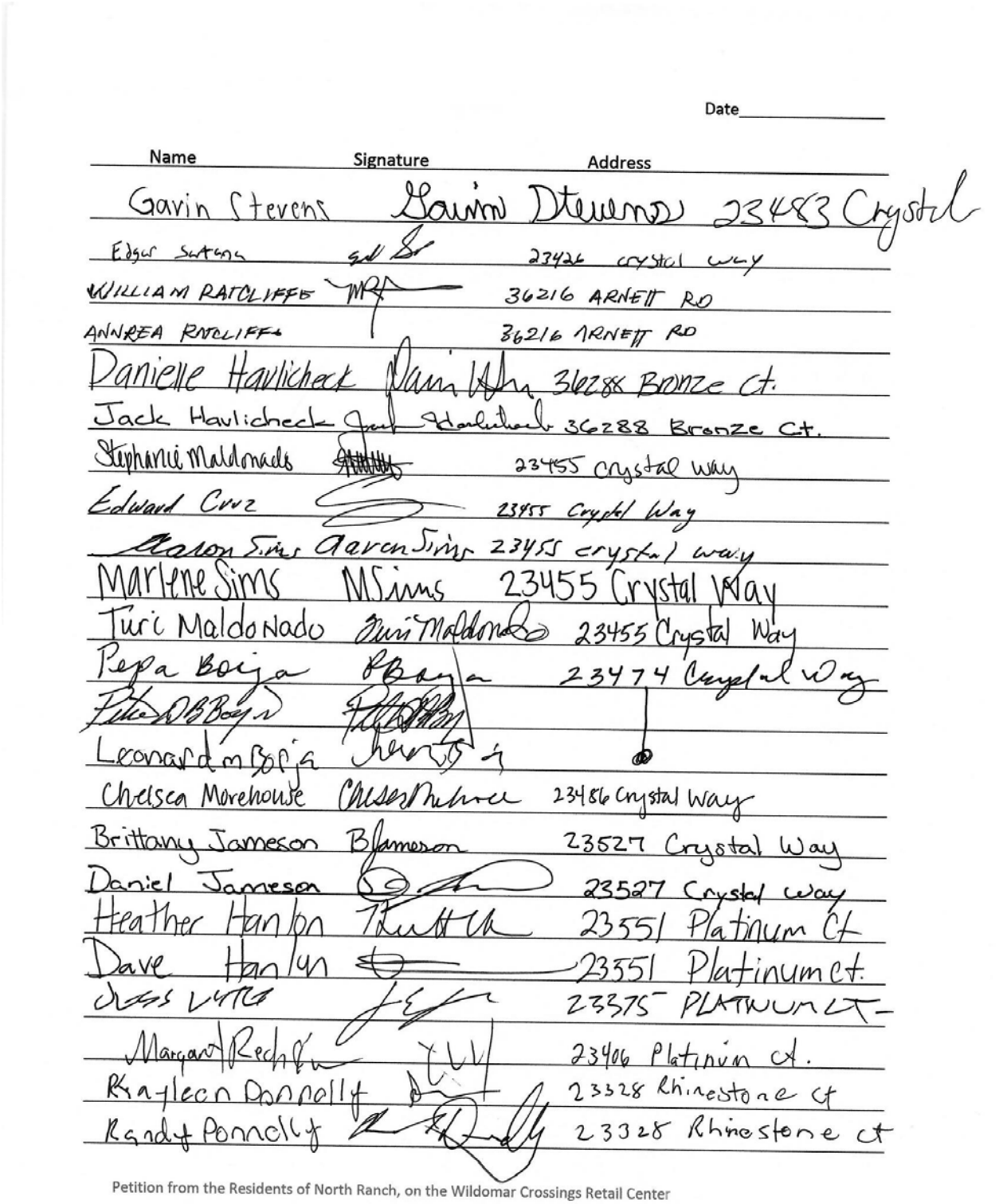
| Name | Signature | Address |
|---|---|---|
| Dan Farnum | | 36321 Topaz Way |
| Wendy Farnum | Wendy Farnum | 36321 Topaz Way |
| Robert Desrosiers | | 23389 Onyx Way |
| Ken Powell | | 23428 Onyx Way |
| David S Bhinder | | 23392 onyx way |
| Gurjit Singh | Gurjit Singh | 23352 Onyx way |
| Archana Degi | Archana Degi | 23416 Onyx Way |
| Angelina Meza | | 23425 Onyx Way |
| Tucker Wasa | | 36297 TOPAZ WAY |
| Joanne Ramirez | | 36285 Topaz Way |
| Mackenzie Wayne | | 23383 CRYSTAL WAY |
| NICK WILLIAMS | | 23419 CRYSTAL WAY |
| Susanna Pool | S Pool | 23419 Crystal Way |
| Matthew Pool | | 23419 Crystal Way |
| | NICK TRONCALE | 23407 CRYSTAL WAY |
| Duane Day | Duane Day | 23438 Crystal Way |
| Charmaine Day | Charmaine Day | 23438 Crystal Way |
| Jerry Kachelmeyer | Jerry R Kachelmeyer | 36143 Stable Lanes Way |
| Shannon Macias | | 23413 Onyx Way |
| Randy Macias | | 23413 Onyx Way |
| Jody Day | | 23413 Onyx Way |
| Mario Garza | | 23377 Onyx Way |
| Kristin Roybal | | 23380 Onyx Way |

Petition from the Residents of North Ranch, on the Wildomar Crossings Retail Center

Date_____

| Name | Signature | Address |
|---|---|---|
| Debbie Yuan | Debbie Yuan | 23380 Onyx Way |
| KEITH JARED | | 23402 CRYSTAL WAY. |
| Eden Allen | Eden Allen | 36228 Arnett Rd. |
| Alfredo Duenas | | 36228 Arnett Rd |
| Zinnia Gutierrez | Zinnia Gutierrez | 36221 Arnett Rd. |
| Rogelio Gutierrez | Rogelio Gutierrez | 36221 Arnett Rd |
| James L. Cordova | James L Cordova | 36221 Arnett Rd. |
| Perlita Cordova | Perlita Cordova | 36221 Arnett Rd. |
| TAI NGUYEN | | 36233 ARNETT RD. |
| Raquel M. | | 23347 Crystal Way |
| Carolyn Desrosiers | Carolyn Desi | 23389 Onyx Way |
| Bobby Desrosiers | | 23389 ONYX WAY |
| Brice Calhoun | | 36264 BRONZE Ct |
| Sharon Calhoun | | 36264 Bronze Ct. |
| Rachel Martinez | Rachel Martinez | 36264 Bronze Ct. |
| Ben Esparza | | 36300 bronze ct |
| WADAN NAZARZAI | | 36324 Bronze ct |
| Laila Nazarzai | | 36324 Bronze ct |
| DAVID DAL SANTO | | 36307 BRONZE CT |
| Donna Vail | | 36346 Bronze CT |
| ALEJANDRO CARDENAS | | 36331 Bronze Ct |
| JULIA A. CARDENAS | Julia Cardenas | 36331 BRONZE CT |
| JOSEPH CARDENAS | | 36331 BRONZE Ct |

Petition from the Residents of North Ranch, on the Wildomar Crossings Retail Center



Date_____

| Name | Signature | Address |
|---|---|---|
| Gavin Stevens | Gavin Dtevens | 23483 Crystal |
| Edgar Salazar | | 23426 crystal way |
| WILLIAM RATCLIFFE | | 36216 ARNETT RD |
| ANNREA RATCLIFFE | | 36216 ARNETT RD |
| Danielle Havlicheck | | 36288 Bronze Ct. |
| Jack Havlicheck | | 36288 Bronze Ct. |
| Stephanie Maldonado | | 23455 Crystal Way |
| Edward Cruz | | 23455 Crystal Way |
| Aaron Sims | Aaron Sims | 23455 crystal way |
| Marlene Sims | MSims | 23455 Crystal Way |
| Juri Maldonado | | 23455 Crystal Way |
| Pepa Borja | PBorja | 23474 Crystal Way |
| Luke D Boyd | | |
| Leonard m Borja | | |
| Chelsea Morehouse | | 23486 Crystal Way |
| Brittany Jameson | BJameson | 23527 Crystal Way |
| Daniel Jameson | | 23527 Crystal Way |
| Heather Hanlon | | 23551 Platinum Ct |
| Dave Hanlon | | 23551 Platinum ct. |
| [illegible] | | 23375 PLATINUM CT |
| Margaret Rech | | 23406 Platinum ct. |
| Kaylecn Donnelly | | 23328 Rhinestone ct |
| Randy Donnelly | | 23328 Rhinestone ct |

Petition from the Residents of North Ranch, on the Wildomar Crossings Retail Center

Date_____

| Name | Signature | Address |
|---|---|---|
| Joel Mallari | | 36319 Bronze Ct |
| Justin Nagle | | 36271 BRONZE CT. |
| Michelle Nagle | | 36271 BRONZE CT |
| Lori Robinson | | 23414 Crystal Way |
| Dave Robinson | | 23414 Crystal Way |
| Gary Wagner | | 23383 Crystal Way |
| Melinda McComb | | 23404 Onyx Way |
| Craig McComb | | 23404 ONyx Way |
| Connie McComb | | 23404 ONyx Way |
| BRANDON VICKERS | | 23429 CRYSTAL WAY |
| Jesse Maldonado | | 23455 Crystal Wal |
| Matthew Brunsmann | | 23522 Crystal Way |
| Denise Peterson | | 23475 Crystal Way |
| Eric Peterson | | 23475 Crystal Way |
| Sonya Ibanez | | 23503 Crystal Way |
| Toni Reddick | TONI REDDICK | 23515 Crystal Way |
| HERNAN REDDICK | | 23515 CRYSTAL WAY |
| SMART HATCH | | 36240 ARNETT ROAD |
| MINDI HATCH | | 36240 ARNETT ROAD |
| SHARON HOLZERMAN | | 36240 ARNETT ROAD |
| Logan Fernandez | | 23401 Onyx Way |
| Jo Andrea Stevens | | 23483 Crystal Way |
| CARL STEVENS | | 23483 Crystal Way |

Petition from the Residents of North Ranch, on the Wildomar Crossings Retail Center

Date_____

| Name | Signature | Address |
|---|---|---|
| Anthony M Dechiro | | 23316 Rhinestone. |
| Irma Smith | | Same ↑ |
| Jeff Kirkland | | 23343 Rhinestone court |
| Monica Kirkland | | 23343 Rhinestone Ct |
| Mina Bounthavisouk | | 36309 Topaz way |
| ALVIN WILLIAMS | | 23346 PLATINUM CT |
| Charlene Williams | | 23346 Platinum Ct |
| Tristian Stevens | | 23483 Crystal Way |
| Gil Ramirez | | 36285 TOPAZ WAY |
| JANICE MOORE | | 36312 BRONZE CT. |
| CHRIS BATCHELOR | | 23491 CRYSTAL WAY |

Petition from the Residents of North Ranch, on the Wildomar Crossings Retail Center

Date _____

| Name | Signature | Address |
|---|---|---|
| Lindsay Naitzehoc | | 36149 Arnett Wildomar, CA 925 |
| Khalid Naitzehoc | | 36149 Arnett Rd Wildomar, Ca |
| MIKE ROBINET | | 36161 ARNETT WILDOMAR, CA 92595 |
| DEBORAH L ROBINET | | 36161 ARNETT WILDOMAR Ca 925 |

Petition from the Residents of North Ranch, on the Wildomar Crossings Retail Center

## Comment Letter D – The Neighbors of Wildomar North Ranch Community

**D-1.** The commenter states; **"The surrounding homeowners and residents are very concerned about this proposed project known as the Wildomare Crossings Retail Center, as the construction and completion of this Retail Center would directly impact over 90 homes in this community. To some of the homeowners, this Retail Center will literally be "in our backyards". Most of us moved into this new community within the last 2, 3 years. We were informed at the time we purchased our homes that this location could potentially be used for commercial development. The currently proposed retail stores do not reflect our upscale neighborhood nor would enhance our community."**

This comment is duly noted; however, it does not constitute a CEQA issue. The purpose of this IS/MND is to evaluate the potential environmental effects associated with construction and operation of the proposed commercial development and to provide mitigation where necessary to avoid, minimize, or lessen those effects. The IS/MND does not need to address the end user of the development. The fact that a proposed tenant may give rise to public controversy and debate does not implicate CEQA (*Maintain Our Desert Env't v. Town of Apple Valley* (2004) 124 Cal.App.4th 430, 446).

No new environmental issues are raised by this comment.

**D-2.** The commenter states, **"In November 2017 a number of the residents attended a meeting called by the developer's representative, Mann Property Company, asking for our input on the development project. After seeing the development plans proposed by the developer, we believe this retail center would have severe negative impact on the homeowners and our property."**

This comment is duly noted; however, it does not constitute a CEQA issue. CEQA is not designed to protect against decline in value of property or to analyze social impacts (*Hecton v. People ex rel Department of Transp.* (1976) 58 Cal.App.3d 653, 656; 14 Cal Code Regs § 15382; *Porterville Citizens for Responsible Hillside Dev. v. City of Porterville* (2007) 157 Cal.App.4th 885, 903). An IS/MND was prepared and circulated for public review on January 31, 2018 to evaluate the potential environmental effects associated with construction and operation of the proposed commercial development and to provide mitigation where necessary to avoid, minimize, or lessen those effects.

No new environmental issues are raised by this comment.

**D-3.** The commenter states, **"The homeowners and residents are very concerned about this proposed project, for many reasons. Attached herewith is a Petition signed by over 100 nearby residents, requesting the City of Wildomar and the Project Developer to take our statements into seriously consideration before approving of this project and the plans as currently submitted."**

This comment is duly noted; however, it does not constitute a CEQA issue. The purpose of this IS/MND is to evaluate the potential environmental effects associated with

construction and operation of the proposed commercial development and to provide mitigation where necessary to avoid, minimize, or lessen those effects.

No new environmental issues are raised by this comment.

**D-4.** The commenter states, **"We, the undersigned, are homeowners and residents of the North Ranch Community in Wildomar. The proposed development of the Wildomar Crossings Retail Center, at the NW corner of Clinton Keith Road and Stables Lane Road, will severely impact the residents, as our Community is directly adjacent to the proposed location of the Retail Center.**

**This proposed project will have severe negative impacts on the residents, due to:**

1. **The businesses currently proposed by the developer for operation**
   a. **Dollar Tree (or similar discount or thrift store)**
   b. **Wendy's (or other Fast Food service)**
   c. **Auto Zone**

   **North Ranch is an upscale neighborhood and the proposed businesses do not reflect similar target populations, nor provide any benefit to improve the reputation of Wildomar. The proposed businesses would result in significant depreciation of our property value."**

This comment is duly noted; however, it does not constitute a CEQA issue. The purpose of this IS/MND is to evaluate the potential environmental effects associated with construction and operation of the proposed commercial retail development and to provide mitigation where necessary to avoid, minimize, or lessen those effects. The specific retail stores proposed do not need to be studied under CEQA (*Maintain Our Desert Env't v. Town of Apple Valley* (2004) 124 Cal.App.4th 430, 446). From a land use perspective, the proposed use is consistent with the property's General Plan land use designation and will be compatible with surrounding uses.
No new environmental issues are raised by this comment.

**D-5.** The commenter states, **"This proposed project will have severe negative impacts on the residents, due to:**

2. **Retail Target Population**
   a. **Proposed businesses appeal to transient population**
   b. **Transient and trespassers roaming through the North Ranch neighborhood**
   c. **Parking in the residential areas**
   d. **Compromised safety of residents, homes, and cars**
   e. **Degradation of surrounding property"**

This comment is duly noted; however, these does not constitute CEQA issues. The purpose of this IS/MND is to evaluate the potential environmental effects associated with construction and operation of the proposed commercial retail development and to provide mitigation where necessary to avoid, minimize, or lessen those effects. With

respect to comments 2.a, 2.b, 2.d, or 2.e, the comment does not provide any evidentiary support to substantiate the idea that the proposed Project would appeal to transient populations, promote trespassers in the adjacent neighborhoods, compromised safety or degrade the surrounding property. The proposed use is consistent with the property's General Plan land use designation and will be compatible with surrounding uses. Further, the Applicant is conditioned to prepare Covenants, Conditions and Restrictions (CC&R's) prior to recordation of the Parcel Map which will include, but not be limited to funding and procedural mechanism to address potential loitering if this occurs.

In response to comment 2.c, as identified on Page 21 of the IS/MND and as illustrated by, Figure 4 – Site Plan, the proposed Project will provide 145 on-site parking stalls, eight ADA compliant parking stalls (two-van accessible and six standard), eleven electric vehicle parking stalls, and eight bicycle parking stalls in accordance with City of Wildomar Municipal Code (Chapter 17.188). In addition, the proposed Project will provide three electric vehicle charging stations (one- van accessible, one-standard accessible, and one-standard electric vehicle charging station). The traffic analysis in the IS/MND and in Appendix 11.0 was based on anticipated traffic to and from the Project site. The IS/MND concluded that there would be no potential traffic impacts to local residential streets and Project related traffic is anticipated to utilize the City's arterial streets. Thus, while these comments are important, they are nonetheless outside the scope of CEQA.

No new environmental issues are raised by this comment.

**D-6. The commenter states, "This proposed project will have severe negative impacts on the residents, due to:**

**3. Traffic Congestion –**

**a. Stable Lanes Road is the main point of access for most of the residents in the North Ranch Community (90+ homes). A driveway at Stable Lanes Road going into and out of the Retail Center would cause serious traffic congestion for the residents.**

**b. Severe additional cross traffic off Clinton Keith Road, as there are already several newly constructed retail centers in very close proximity to this location - Stater Bros shopping center, Wildomar Square, Barons Market shopping center, the Barn, the Shops at Clinton Keith. This small area is already too congested with retail centers. Traffic is already very heavy."**

The purpose of this IS/MND is to evaluate the potential environmental effects associated with construction and operation of the commercial development and to provide mitigation where necessary to avoid, minimize, or lessen those effects. This includes analysis of the impact traffic from the project would have on the surrounding area. A Traffic Impact Analysis (TIA) was prepared for the Project by Urban Crossroads (see Appendix 11.0) which includes an intersection capacity analysis which determined that the intersection of Stable Lanes Road and Clinton Keith Road may be impacted by the Project development as identified by the IS/MND. However, as discussed in the TIA and IS/MND on page 147 and 151, the proposed Project will include the installation of a new 4-way traffic signal at the intersection of Stable Lanes Road and Clinton Keith Road, including modifications to the existing median to allow for full and safe turning movements; including dedicated deceleration lanes heading west on Clinton Keith and a dedicated left turn lane from Clinton Keith to Stable Lanes. The IS/MND provides a detailed analysis of the potential traffic impacts of a driveway on Stable Lanes Road.

Table 16-3 on Page 145 of the IS/MND, identifies the Level of Service (LOS) at this driveway will be at LOS A, and would not result in a significant impact on the environment. These Project design conditions will reduce any potential traffic and safety impacts to this intersection.

As also discussed on page 151 of the IS/MND, the Project developer is also required, per the City of Wildomar Municipal Code, to pay its fair share of Development Impact Fees (DIF) to the City and to the Western Riverside County TUMF program, to fund off-site roadway improvements needed to serve the cumulative traffic conditions of the area surrounding the Project. As such, the Project's cumulative contribution to traffic is reduced to less than significant level.

No new environmental issues are raised by this comment.

**D-7.** The commenter states, **"This proposed project will have severe negative impacts on the residents, due to:**

**4. Many of the retail spaces are still vacant in these newly developed retail centers near this location."**

This comment is duly noted; however, it does not constitute a CEQA issue. The purpose of this IS/MND is to evaluate the potential environmental effects associated with construction and operation of the proposed commercial development and to provide mitigation where necessary to avoid, minimize, or lessen those effects. Nevertheless, the IS/MND addressed the surrounding uses of the proposed Project. The proposed Project would not physically disrupt or divide the established community. To the extent the comment relates to social or economic impacts of the proposed Project, the IS/MND is not required to address those impacts (14 Cal. Code Regs § 15382).

No new environmental issues are raised by this comment.

**D-8.** The commenter states, **"This proposed project will have severe negative impacts on the residents, due to:**

**5. Delivery Trucks**

**Any business that requires the frequent delivery from large trucks, adjacent to our homes, would severely impose on the quality of our lives. The proposed locations for loading and trash are too close to the residences and will cause considerable disturbance."**

This comment does not provide any specific environmental concern as to what type of disturbance delivery trucks would impose on adjacent residents. The purpose of this IS/MND is to evaluate the potential environmental effects associated with construction and operation of the proposed commercial development and to provide mitigation where necessary to avoid, minimize, or lessen those effects. As required by CEQA, the IS/MND analyzed potential impacts related to operations for potential Aesthetics, Agricultural Resources, Air Quality, Biological Resources, Cultural Resources, Geology and Soils, Greenhouse Gas Emissions, Hazards/Hazardous Materials, Hydrology and Water

Quality, Land Use and Planning, Mineral Resources, Noise, Population/Housing, Public Services, Recreation, Transportation/Traffic, Tribal Cultural Resources, Utilities and Service Systems, and Cumulative impacts. Noise levels from temporary construction at peak hours, operational noise, and traffic noise were found to be less than the most conservative (restrictive) threshold for all categories of receptors. In addition, Appendix 10.0 to the IS/MND provides a baseline of existing noise conditions. Based on the evidence provided, no significant impacts will result, and delivery trucks during operation will not reduce quality of life for nearby residents. All potential environmental effects associated with construction and operation of the proposed commercial development were found to be less than significant through implementation of mitigation measures, compliance with regulatory requirements, and conditions of approval. Further, the project has been designed in compliance with the City of Wildomar Commercial design standards as required by City of Wildomar Municipal Code (Chapter 17.72).

No new environmental issues are raised by this comment.

**D-9.** The commenter states, **"This proposed project will have severe negative impacts on the residents, due to:**

**6. Retail Center Operational Pollution**

**a. Increased noise**

**b. Increased trash and odor**

**c. Increased auto pollution**

**After the development is completed, it would have severe overall infringement on our quality of life, on the quiet and private residential lifestyle we sought when we purchased our home."**

The purpose of this IS/MND is to evaluate the potential environmental effects associated with construction and operation of the proposed commercial development and to provide mitigation where necessary to avoid, minimize, or lessen those effects. This includes analysis of the impact noise from the project would have on the surrounding area. A Noise Impact Analysis (NIA) was prepared for the Project by Urban Crossroads (see Appendix 10.0) to determine the noise exposure the project may have and identify any necessary noise mitigation measures to reduce impacts. As discussed on Pages 108 to 130 of this IS/MND, with incorporation of mitigation measures NOI-1 through NOI-3, construction and operational noise impacts are reduced to less than significant levels.

As discussed on page 54 of the IS/MND the proposed Project does not contain land uses typically associated with emitting objectionable odors. As required by City of Wildomar, Project-generated waste would be required to be stored in covered containers to be removed at regular intervals and would also be required to comply with Southern California Air Quality Management District Rule 402 preventing occurrences of public nuisances.

Commenter does not provide specific details on what is referred to as increased auto pollution, but as analyzed in the IS/MND's Air Quality and Greenhouse Gas sections (pages 47 to 55 and 85 to 89, respectively), the proposed project will not result in any significant impacts related to vehicle or greenhouse gas emissions.

No new environmental issues are raised by this comment.

**D-10.** The commenter states, **"This proposed project will have severe negative impacts on the residents, due to:**

**7. Environmental pollution from the construction, including air, water, soil, and noise pollution."**

Commenter does not provide any evidence to support the project will result in severe negative impacts from construction related to air, water, soil and noise. The purpose of this IS/MND is to evaluate the potential environmental effects associated with construction and operation of the proposed commercial development and to provide mitigation where necessary to avoid, minimize, or lessen those effects. As identified by response to comments D-8 and D-9 above, the IS/MND has analyzed the proposed Project for potentially significant impacts and found that the proposed project will not result in any significant impacts through implementation of mitigation measures, compliance with regulatory requirements, and conditions of approval. For example, the IS/MND analyzed construction emissions for the proposed Project. The proposed Project shall comply with several Standard Conditions and Requirements such as: (i) General Plan Policy AQ 4.9 and SCAQMD Rule 403 to address Project-specific fugitive dust emissions; (ii) SCAQMD rules applicable during Project construction; and (iii) All applicable/mandated SCAQMD requirements related to commercial retail development. The IS/MND concluded that the construction emissions would not exceed applicable thresholds. Thus, a less than significant impact would occur. Noise levels from temporary construction at peak hours was found to be less than the most conservative (restrictive) threshold for all categories of receptors (73 dBA vs 85 dBA). In addition, Appendix 10.0 to the IS/MND provides a baseline of existing noise conditions. Based on the evidence provided, no significant impacts will result during construction.

No new environmental issues are raised by this comment.

**D-11.** The commenter states, **"The homeowners and residents of North Ranch have stated our objection to having a Dollar Tree, Wendy's, or Auto Zone, that have been proposed for Wildomar Crossings, or any similar discount or thrift stores at the site. We do not wish to have any Fast Food restaurants.**

**IF this location is to be developed for commercial use, below are some suggestions for businesses that would help to preserve the integrity of the neighborhood, and maintain the quality of living for the residents:**

- **High-end Day Spa or Salon**
- **Pier 1 Imports, Pottery Barn, Home Goods, or similar retail store**
- **Bank or Credit Union**
- **Insurance Company**
- **Legal Service, Escrow, or Title Office**
- **Fitness Gym, Dance Studio, Yoga Studio**
- **Small Health Store**
- **Flower Shop or Gift Boutique**

- **Alternative Food and Restaurant**
  - o **Panera or Bakery**
  - o **Lemonade or Juice Bar**
  - o **Ethnic / Global Food option – such as Chinese Food, Thai Food, Indian, or Mediterranean"**

This comment is duly noted; however, it does not constitute a CEQA issue. The IS/MND does not need to address the end user of the development (*Maintain Our Desert Env't v. Town of Apple Valley* (2004) 124 Cal.App.4th 430, 446). Furthermore, the Project location is adjacent to similar commercial retail businesses and the proposed uses are permitted within the proposed zone for the property, General Commercial. The purpose of this IS/MND is to evaluate the potential environmental effects associated with construction and operation of the proposed commercial retail development and to provide mitigation where necessary to avoid, minimize, or lessen those effects.

**Letter E**

PECHANGA CULTURAL RESOURCES
*Temecula Band of Luiseño Mission Indians*

Post Office. Box 2183 • Temecula, CA 92593
Telephone (951) 770-6300 • Fax (951) 506-9491

February 28, 2018

Chairperson:
Neal Ibanez

Vice Chairperson:
Bridgett Barcello

Committee Members:
Andrew Masiel, Sr.
Darlene Miranda
Evie Gerber
Richard B. Scearce, III
Robert Villalobos

Director:
Gary DuBois

Coordinator:
Paul Macarro

Planning Specialist:
Tuba Ebru Ozdil

**VIA E-Mail and USPS**

Matthew C. Bassi, Planning Director
City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

**Re: Pechanga Tribe Comments on the Draft Initial Study/Mitigated Negative Declaration (IS/MND) for the Wildomar Crossing Retail Center Project [PA 16-0134]**

Dear Mr. Bassi,

This comment letter is submitted by the Pechanga Band of Luiseño Indians (hereinafter, "the Tribe"), a federally recognized Indian tribe and sovereign government, in response to receipt of the 2018 Draft Initial Study/Mitigated Negative Declaration (IS/MND) for the above named project.

E-1 The Tribe is in agreement with the proposed mitigation measures for cultural resources as presented in the drafted document for this Project and request that they be incorporated into the final MND and added as conditions of approval for the Project. Wildomar is a culturally significant area and the Tribe appreciates the opportunity to preserve and protect our sensitive cultural resources and to monitor earthmoving activities in the area. The Tribe thanks the City for the draft of the proposed mitigation measures which address the potential impacts to cultural resources, and for the inclusion of the Tribe in those measures.

The Pechanga Tribe looks forward to continuing to work together with the City of Wildomar in protecting the invaluable Pechanga cultural resources found in the City. Please contact me at 951-770-6313 if you have any questions or comments.

Sincerely,

Ebru Ozdil
Planning Specialist

cc: Pechanga Office of the General Counsel

*Sacred Is The Duty Trusted Unto Our Care And With Honor We Rise To The Need*

## Comment Letter E – Pechanga Cultural Resources Temecula Band of Luiseño Mission Indians

**E-1.** **The commenter states, "This comment letter is submitted by the Pechanga Band of Luiseno Indians (hereinafter, "the Tribe"), a federally recognized Indian tribe and sovereign government, in response to receipt of the 2018 Draft Initial Study/Mitigated Negative Declaration (IS/MND) for the above named project.**

**The Tribe is in agreement with the proposed mitigation measures for cultural resources as presented in the drafted document for this Project and request that they be incorporated into the final MND and added as conditions of approval for the Project. Wildomar is a culturally significant area and the Tribe appreciates the opportunity to preserve and protect our sensitive cultural resources and to monitor earthmoving activities in the area. The Tribe thanks the City for the draft of the proposed mitigation measures which address the potential impacts to cultural resources, and for the inclusion of the Tribe in those measures.**

**The Pechanga Tribe looks forward to continuing to work together with the City of Wildomar in protecting the invaluable Pechanga cultural resources found in the City. Please contact me at 951-770-6313 if you have questions or comments."**

This comment is duly noted. No new environmental issues are raised by this comment.

# Letter F

**From:** Erica Martinez
**To:** Matthew Bassi
**Cc:** Destiny Colocho
**Subject:** Wildomar Crossing Retail Center PA No. 16-0134
**Date:** Thursday, March 01, 2018 3:07:31 PM

Dear Mr. Bassi:

F-1 Thank you for providing the Rincon Band with the Initial Study for the above referenced project. We have reviewed the Document and are in agreement with the Mitigation Measure pertaining to Cultural Resources. We have no other comments or concerns at this time.

Thank you for the opportunity to protect and preserve our cultural assets.

Sincerely,

*Erica H. Ortiz-Martinez*
Administrative Assistant
**For Destiny Colocho, Manager**
Cultural Resources Department
**Rincon Band of Luiseño Indians**
1 West Tribal Road | Valley Center, CA 92082
Office:760-297-2635
Fax: 760-692-1498
Email: emartinez@rincontribe.org

Rincon Band of Luiseño Indians
www.rincontribe.org

## Comment Letter F – Rincon Band of Luiseño Indians

**F-1. The commenter states, "Thank you for providing the Rincon Band with the Initial Study for the above referenced project. We have reviewed the Document and are in agreement with the Mitigation Measure pertaining to Cultural Resources. We have no other comments or concerns at this time.**

**Thank you for the opportunity to protect and preserve our cultural assets."**

This comment is duly noted. No new environmental issues are raised by this comment.

Letter G

wittwer / parkin

March 1, 2018

**VIA EMAIL**

Matthew Bassi, Planning Director
City of Wildomar Planning Department
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595
mbassi@cityofwildomar.org

**Re: Wildomar Crossing Retail Center Project (PA No. 16-0134)**

Dear Mr. Bassi:

G-1 This law firm represents the Southwest Regional Council of Carpenters (Southwest Carpenters) and submits this letter on the above-referenced project on its behalf.

G-2 Southwest Carpenters represents 50,000 union carpenters in six states, including in Southern California, and has a strong interest in the environmental impacts of development projects, such as the Wildomar Crossing Retail Center Project (Project). The City of Wildomar (City) released a Notice of Intent to Adopt a Mitigated Negative Declaration on January 31, 2018. The City has determined the Project will not have a significant effect on the environment after certain potentially significant impacts are mitigated.

G-3 The comments below focus on various environmental impacts of concern. Even with the City's proposed mitigations, the Project has the potential to cause a significant impact on the environment, warranting preparation of an EIR. As explained *infra*, a fair argument exists that this project may have a significant impact on the environment. Preparation of an EIR, rather than a Negative Declaration, is required if there is "substantial evidence" in the record of proceedings that supports a "fair argument" that a project "may" have a significant impact on the environment. *See*, Pub. Res. Code §§ 21082.2(a), 21100, 21151; Cal. Code Regs., tit. 14, § 15064(f)(1); *No Oil, Inc. v. City of Los Angeles (No Oil, Inc.)* (1974) 13 Cal.3d 68, 75; 30; *Communities for a Better Environment v. California Resources Agency* (2002) 103 Cal.App.4th 98, 111-112. "May" in this context means a reasonable possibility. *See, League for Protection of Oakland's Architectural and Historic Resources v. City of Oakland* (1997) 52 Cal.App.4th 896, 904-905; *Sundstrom v. County of Mendocino* (1988) 202 Cal.App.3d 296, 309. Evidence supporting a fair argument of any single potentially significant environmental impact triggers preparation of an EIR regardless of whether the record contains contrary evidence in support of

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an agency's decision. *See, City of Oakland, supra*, 52 Cal.App.4th 896; *Sundstrom v. County of Mendocino* (1988), *supra*, 202 Cal.App.3d at 310.

The proposed Project consists of a commercial retail center located on approximately 3.6 acres totaling 26,204 square feet of development consisting of a main building located on the northwesterly portion of the site, two pad buildings along Stable Lanes Road, one pad along Clinton Keith Road, four basins including a bio-filtration basin, and on-site parking. The project would require multiple approvals, including:

G-4

- Change of Zone (CZ): Change of zone from the existing zoning designation of R-R (Rural Residential to General Commercial (C-1/C-P).
- Tentative Parcel Map (TPM no. 36311): Subdivision of approximately 3.6 acres into 5 lots (including 1 outfall lot) to accommodate the proposed Project.
- Plot Pan (PP): the Project requires approval of a Plot Plan to develop 3.6 acres with 4 commercial retail buildings ranging in size from 2,600 square feet to 10,000 square feet with associated parking and landscaping improvements for a total maximum square footage of 26,204 square feet, 13,383 square foot outfall area, and roadway and drainage improvements.

G-5

As an initial matter, the Mitigated Negative Declaration (MND) states that "site pre-preparation activities, including removal of trees and vegetation, shall be avoided to the greatest extent possible during the nesting season." (MND p. 58). However, the Project Description does not set forth how many trees will be removed as part of the Project. "'[A]n accurate, stable and finite project description is the sine qua non of an informative and legally sufficient EIR." *Washoe Meadows Community v. Department of Parks and Recreation* (2017) 17 Cal.App.5th 277, 287 (citing *Citizens for a Sustainable Treasure Island v. City and County of San Francisco* (2014) 227 Cal.App.4th 1036, 1052). Even though the environmental review document prepared here is not an EIR but a MND, the same principles apply because the environmental review process must not prejudice or interfere with "informed decisionmaking and informed public participation. *Id.* at 290. The MND must contain all actions the Project contemplates as part of the proposal including how many trees are proposed to be removed. Failure to do so provides an inadequate Project Description under CEQA.

G-6

The MND proposed for this Project does not contain a mitigation and monitoring program, which is required in the instance the City adopts the MND. (See Pub. Resource Code § 21081.6; Cal Code Regs., tit. 14, § 15074(d). It would violate CEQA to adopt the MND without inclusion of the required mitigation and monitoring program. The MND identifies the following as environmental factors potentially affected by this Project involving at least one impact that is

Less than Significant with Mitigation and concluded that all potentially significant impacts have been mitigated to less than significant.

- Biological Resources
- Cultural Resources
- Geology and Soils
- Hazards/Hazardous Materials
- Noise
- Mandatory Findings of Significance

**Biological Resources**

Regarding Direct Impacts to Special/Sensitive Status Plants, the MND states that Paniculate tarplant (*Deindandra paniculata*) was observed in the grassland on the property. But the impact analysis is incomplete:

> While paniculate tarplant is a CNPS Rank 4.2 species, which has a limited distribution in California, it is locally common in western Riverside County and documented in a number of MSHCP Core areas… . Therefore, due to its local abundance, Project impacts to paniculate tarplant would not be significant.

G-7

(MND p. 57). The test for significant impacts involves looking at the project's impacts compared to an existing baseline, which is the existing physical condition. The MND does not provide the baseline or analysis as to how the Project would affect the baseline. Even if the paniculate tarplant is "locally abundant" this does not signify as a matter of law that the Project will not result in a significant impact to this biological resource. Without a proper baseline, it is impossible to assess the project's impacts. "Like an EIR, an initial study or negative declaration "must focus on impacts to the existing environment, not hypothetical situations." *Communities for a Better Environment v. South Coast Air Quality Management Dist.* (2010) 48 Cal.4th 310, 322 (quoting *County of Amador v. El Dorado County Water Agency* (1999) 76 Cal.App.4th 93, 955).

Regarding Direct Impacts to Riparian Habitat, the MND states that the Project will avoid approximately .16 acres of riparian/riverine habitat but will impact approximately .06 acres of riparian/riverine habitat. The Project site supports a total of .22 acres of Riparian/Riverine habitat on the property. (MND p. 59). The MND states Section 6.1.2 of the Western Riverside

G-8

County Multiple Species Habitat Conservation Plan (MSHCP) applies to the Project: "Hence, under MSHCP Section 6.1.2, impacts require preparation of a Determination of Biologically Equivalent of Superior Preservation Report (DBESP)." (MND p. 59). However, the MND

simply skips to the conclusion that an "avoidance alternative is infeasible" without demonstrating the actual process set forth in Section 6.1.2 was followed.

> Section 6.1.2 of the MSHCP states that:
>
> Permittees shall ensure that, through the CEQA process, project applicants develop project alternatives demonstrating efforts that first avoid, and then minimize direct and indirect effects to the wetlands mapped pursuant to this section and shall review these alternatives with the Permittee. An avoidance alternative shall be selected, if Feasible. If an avoidance alternative is selected, measures shall be incorporated into the project design to ensure the long-term Conservation of the areas to be avoided, and associated functions and values, through the use of deed restrictions, conservation easement or other appropriate mechanisms.

(MSHCP Avoidance and Minimization, Section 6.1.2). But the City did not ensure that, through the CEQA process, the applicant develop project alternatives demonstrating efforts that first avoid. There is no discussion of any project alternatives in the MND. This process is required: "Permittees *shall*…" Instead, the MND simply concludes without any evidence that: "However, total avoidance of the riparian/riverine resources would result in a reduction of the Project and eliminate the viability of the development on site because of the distribution of the drainages across the site and the types of land uses proposed for the site." (MND p. 59). Pursuant to the MSCHP, the City must ensure consideration of avoidance project alternative through the CEQA process and the MND must discuss any project alternatives that were considered but proven infeasible.

In the context of a court challenge to the findings of an environmental review document, the California Supreme Court has admonished: "We further conclude… that the agency which renders the challenged decision must set forth findings to bridge the analytic gap between the raw evidence and ultimate decision or order." *Topanga Ass'n for a Scenic Community v. County of Los Angeles* (1974) 11 Cal.3d 506, 515. There is no explanation evidencing the applicant has proposed or that the City has considered project alternatives that would avoid .22 acres of riparian/riverine habitat. There is only a conclusory statement that avoiding .22 of the 3.6 acres is not possible. For this reason, a fair argument exists that significant impacts to the biological resource of riparian/riverine habitat still exists. The City must undergo the process that is set forth under the MSHCP to examine project alternatives that will avoid impact to the riparian/riverine habitat pursuant to the CEQA process.

G-9

**Noise**

The MND finds that with mitigation incorporated the noise impacts will be less than significant. But, the MND utilizes a worker noise safety standard to asses off-site impacts construction noise, which is comparing apples to oranges. "The rationale is that if a maximum construction noise level is generally safe for construction workers who are exposed to the noise all day, the noise level should be [sic] also be safe for adjacent residents who are typically farther from the noise source and exposed only briefly during the day." (MND p. 114). The problem is that the location of the noise impact for worker safety is limited to the Project site. Whereas, the analysis for noise impacts concerns off-site receptors.

G-10

The threshold of significance chosen for noise: worker safety is irrelevant given the actual locations of the noise measurements. All of the noise receiver locations are off-site. A worker safety threshold of significance is useful for analyzing noise impacts on-site but is irrelevant to off-site noise because it does not place off-site noise measurements in any useful context. "A threshold of significance is an identifiable quantitative, qualitative or performance level of a particular environmental effect, non-compliance with which means the effect will normally be determined to be significant by the agency and compliance with which means the effect normally will be determined to be less than significant…" Cal. Code Regs., tit. 14, § 15064.7. In this instance, the threshold of significance is based on worker-safety standards, but the noise measurements were not taken at locations where workers would be. Thus, this threshold of significance is inapplicable. The Project's non-compliance or compliance with such worker-safety standard would not indicate anything meaningful about the noise impact to receptors off-site.

G-11

Exhibit 10-A of Appendix 10, which shows the noise receiver locations at six sites. R1: 58 feet from the project site, R2: 59 feet from the project site, R3: 71 feet from the project site, R4: 425 feet from the project site, R5: 685 feet from the project site, and R6: 749 feet from the project site. The MND concludes that "the peak construction noise levels at the potentially impacted receiver locations are expected to approach 73.0 dBA Leq which will satisfy the 85 dBA Leq significance thresholds during temporary Project construction activities." (MND p. 117). Again, because 85 dBA is a threshold of significance for worker safety (on-site noise threshold) it is irrelevant in gauging the significance of off-site noise impacts.

G-12

It is also patently unclear where the MND obtains its significance criteria for operational noise. CEQA Guidelines state that "[t]hresholds of significance to be adopted for general use as part of the lead agency's environmental review process must be adopted by ordinance, resolution, rule, or regulation, and developed through a public review process and be supported by substantial evidence." (Cal. Code Regs., tit. 14, § 15064.7.) The MND refers to various thresholds of significance set forth by various agencies, but none of these have been adopted by

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the City of Wildomar itself. The MND's significance criteria is arbitrary and capricious. The evaluation of noise impacts must be revisited through evaluating impacts with an applicable threshold of significance.

**Greenhouse Gas Emissions**

The MND's analysis of greenhouse gas emissions is paltry and does not offer a meaningful discussion of the Project's impacts. First, there is no discussion of the current environmental setting, whether the City is on track to meet its GHG emissions reduction targets. The MND concludes that there will be less than significant impact because of a "bright-line, numeric threshold of 3,000 metric tons of carbon dioxide equivalent as a threshold for all land uses." (MND p. 86). It is unclear what this threshold signifies because there is simply no context provided. Furthermore, the MND states that the City of Wildomar is "a participating agency of the Western Riverside Council of Government's (WRCOG) Climate Action Plan (CAP). 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." (MND p. 88).

G-14

The City has not adopted a Climate Action Plan or any other plans and policies to reduce greenhouse gas emissions, so the City must exercise caution when analyzing greenhouse gas-related impacts and carefully disclose how the Project will impact statewide goals. The City must consider in its greenhouse gas analysis:

(1) The extent to which the project may increase or reduce greenhouse gas emissions as compared to the existing environmental setting;
(2) Whether the project emissions exceed a threshold of significance that the lead agency determines applies to the project; and
(3) The extent to which the project complies with regulations or requirements adopted to implement a statewide, regional, or local plan for the reduction or mitigation of greenhouse gas emissions. Such requirements must be adopted by the relevant public agency through a public review process and must reduce or mitigate the project's incremental contribution of greenhouse gas emissions

G-15

*Center for Biological Diversity* v. *Department of Fish & Wildlife* (2015) 62 Cal.4th 204, 217.

The City may be unique in its continued reliance on the California Air Resource Board's Scoping Plan, post-*Center for Biological Diversity*. In that case, the California Supreme Court invalidated an Environmental Impact Report that incorrectly relied on the California Air Resources Board Scoping Plan. *Id.* at 216. This is because "neither Assembly Bill 32 nor the

G-16

Air Board's Scoping Plan set out a mandate or method for CEQA analysis of greenhouse gas emissions from a proposed project." *Id.* at 216-217.

> The Scoping Plan adopted pursuant to Assembly Bill 32 is a plan for reducing greenhouse gas emissions, but does not itself establish the regulations by which it is to be implemented; rather, it sets out how existing regulations, and new ones yet to be adopted at the time of the Scoping Plan, will be used to reach Assembly Bill 32's emission reduction goal. At the time the Natural Resources Agency promulgated Guidelines section 15064.4, the agency explained that the Scoping Plan "may not be appropriate for use in determining the significance of individual projects … because it is conceptual at this stage and relies on the future development of regulations to implement the strategies identified in the Scoping Plan."

*Id.* at 222. "In short, neither Assembly Bill 32 nor the Scoping Plan establishes regulations implementing, for specific projects, the Legislature's statewide goals for reducing greenhouse gas emissions. Neither constitutes a set of "regulations or requirements adopted to implement" a statewide reduction plan within the meaning of Guidelines section 15064.4, subdivision (b)(3)." *Id.* at 223.

As was the case in *Center for Biological Diversity*, the City has not "related that statewide level of reduction effort to the percentage of reduction that would or should be required from individual projects, and nothing . . . cited in the administrative record indicates the required [analysis] is the same for an individual project as for the entire state population and economy." *Id.* at 225-226. Therefore, the City's conclusory statement that "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 CAP" is wholly unsupported by any evidence. (MND p. 88.) A fair argument exists that the Project would result in significant impacts to greenhouse gas emissions.

G-17

**Air Quality**

The MND's Air Quality analysis is insufficient. The MND acknowledges that the South Coast Air Basin (SCAB) is in nonattainment for several criteria pollutants under the South Coast Air Quality Management District's (SCAQMD) jurisdiction. The basin is in nonattainment for the following criteria pollutants: Ozone $O_3$, coarse particulate matter $PM_{10}$, and fine particulate matter $PM_{2.5}$. Despite this baseline of nonattainment, the MND concludes that the project will not conflict with any applicable air quality plan. The MND relies on Consistency Criterion Nos. 1 and 2 to reach this conclusion but there is no evidence supporting that the Project would be consistent with these criteria.

G-18

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 reduction specified in the AQMP.

G-19 Instead of assessing the Project under this consistency criterion, the MND looks at whether the Project will exceed either long-term or short-term construction standards. (MND p. 48). But that is an incorrect inquiry. Because the basin is already in nonattainment for several criteria pollutants, any additional emissions of ozone, coarse particulate matter, or fine particulate matter will necessarily increase the severity of existing air quality violations. Similarly, the analysis under Consistency Criterion No. 2 does not allow a reasonable person to discern whether the Project is consistent.

Consistency Criterion No.2: The proposed Project will not exceed the assumptions in the AQMP based on the years of project buildout phase.

G-20 The MND does not state what the AQMP assumptions applicable to this Project are. Similarly, the MND broadly refers to "reduction strategies," "growth projections," and "regional growth forecasts" but does not specify what any of these are. There is neither adequate baseline information nor a valid threshold of significance specified. Furthermore, unsubstantiated opinion such as the conclusory remarks provided in the MND does not constitute substantial evidence. Substantial evidence includes "facts, reasonable assumptions predicated upon facts, and expert opinion supported by facts" but not "[a]rgument, speculation, unsubstantiated opinion or narrative, evidence which is clearly erroneous or inaccurate, or evidence of social or economic impacts which do not contribute to or are not caused by physical impacts on the environment." Cal. Code Regs., tit. 14, § 15384(a), (b). There is simply no evidence or analysis presented indicating that the Project would not violate existing air quality standards given that the basin is already in nonattainment. A fair argument exists that the Project may have a significant impact on air quality.

G-21 In addition, the City's analysis of cumulative impacts is inadequate. On one hand the MND acknowledges that the Project "could contribute to an existing or projected air quality exceedance because the SCAB is currently in nonattainment for ozone, coarse particulate matter, and fine particulate matter." (MND p. 52). But, the MND states that "SCAQMD recommends that any given project's potential contribution to cumulative impacts be assessed using the same significance criteria as for project-specific impacts." (MND p. 52). This is a statement that contradicts the basic principle of cumulative impacts analysis under CEQA.

CEQA Guidelines define "cumulative impacts" as "two or more individual effects, [which] when considered together, are considerable or which compound or increase other environmental impacts." Cal. Code Regs., tit. 14, § 15355. Critically, "Cumulative impacts can result from ***individually minor but collectively significant projects*** taking place over a period of time." 14 Cal. Code Regs., tit. 14, § 15355(b) (emphasis added). The City has taken the approach that air quality impacts are only cumulatively significant if they are individually significant. This approach violates the spirit and letter of CEQA's cumulative impacts analysis and is a violation of CEQA and its implementing Guidelines.

G-22

As plainly stated in the definition of cumulative impacts, a project-related impact may be individually less than significant but cumulatively significant. Cal. Code Regs., tit. 14, § 15355. The City's approach towards its cumulative impacts analysis defeats the purpose of this analysis and must be revised. Because the Project is located in an area that is in nonattainment for multiple criteria pollutants, the Project's emissions are cumulatively significant in that they "Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is in nonattainment." The MND's conclusion that because the "Project will not exceed the applicable SCAQMD regional thresholds for construction and operational-source emissions….the Project will result in a cumulatively less than significant impact" is unsupported by the law.

**Conclusion**

G-23

Southwest Carpenters looks forward to the City's response to the comments to the MND during the public review process. Please send all future notices relating to this Project to pkan@wittwerparkin.com. Thank you for your consideration of these comments.

Very truly yours,
WITTWER PARKIN LLP

Pearl Kan

## Comment Letter G – Wittwer Parkin LLP (Southwest Regional Council of Carpenters)

**G-1. The commenter states, "This law firm represents the Southwest Regional Council of Carpenters (Southwest Carpenters) and submits this letter on the above-referenced project on its behalf."**

Comment duly noted. No new environmental issues are raised by this comment.

**G-2. The commenter states, "Southwest Carpenters represents 50,000 union carpenters in six states, including in Southern California, and has a strong interest in the environmental impacts of development projects, such as the Wildomar Crossing Retail Center Project (Project). The City of Wildomar (City) released a Notice of Intent to Adopt a Mitigated Negative Declaration on January 31, 2018. The City has determined the Project will not have a significant effect on the environment after certain potentially significant impacts are mitigated."**

Comment duly noted. Comment provides a synopsis of public review documentation which is accurately described. No new environmental issues are raised by this comment.

**G-3. The commenter states, "The comments below focus on various environmental impacts of concern. Even with the City's proposed mitigations, the Project has the potential to cause a significant impact on the environment, warranting preparation of an EIR. As explained *infra*, a fair argument exists that this project may have a significant impact on the environment. Preparation of an EIR, rather than a Negative Declaration, is required if there is 'substantial evidence' in the record of proceedings that supports a 'fair argument' that a project 'may' have a significant impact on the environment. *See*, Pub. Res. Code §§ 21082.2(a), 21100, 21151; Cal. Code Regs., tit. 14, § 15064(f)(1); *No Oil, Inc. v. City of Los Angeles (No Oil, Inc.)* (1974) 13 Cal.3d 68, 75; 30; *Communities for a Better Environment v. California Resources Agency* (2002) 103 Cal.App.4th 98, 111-112. "May" in this context means a reasonable possibility. *See, League for Protection of Oakland's Architectural and Historic Resources v. City of Oakland* (1997) 52 Cal.App.4th 896, 904-905; *Sundstrom v. County of Mendocino* (1988) 202 Cal.App.3d 296, 309. Evidence supporting a fair argument of any single potentially significant environmental impact triggers preparation of an EIR regardless of whether the record contains contrary evidence in support of an agency's decision. *See, City of Oakland, supra*, 52 Cal.App.4th 896; *Sundstrom v. County of Mendocino* (1988), *supra*, 202 Cal.App.3d at 310."**

Commenter cites Public Resource Code (PRC) 21082.2(a) which indicates, "The lead agency shall determine whether a project may have a significant effect on the environment based on substantial evidence in light of the whole record." The City of Wildomar has determined the Project will not have a significant impact on the environment after implementation of mitigation in accordance with California Code of Regulations (CCR) Title 14 Section 15070. 15063, and 15064 based upon the analysis provided in the IS/MND which was prepared in accordance with CCR Title 14, Section 15071 and 15063. Commenter also references PRC Sections 21100 and 21151 which requires preparation of an EIR when among other things, a significant effect on the environmental cannot be avoided if the project is implemented. As indicated in response to comments G-5 to G-22 below, the Project will not result in significant effects that cannot be avoided. Therefore, preparation of an EIR is not required.

Commenter cites CCR Title 14, Section 15064(f)(1) which states, "The decision as to whether a project may have one or more significant effects shall be based on substantial

evidence in the record of the lead agency. If the lead agency determines there is substantial evidence in the record that the project may have a significant effect on the environment, the lead agency shall prepare an EIR (*Friends of B Street v. City of Hayward* (1980) 106 Cal.App.3d 988). Said another way, if a lead agency is presented with a fair argument that a project may have a significant effect on the environment, the lead agency shall prepare an EIR even though it may also be presented with other substantial evidence that the project will not have a significant effect (*No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal.3d 68)." As stated above and as indicated in response to comments G-5 to G-22 below, the Project will not result in significant effects that cannot be avoided. Therefore, preparation of an EIR is not required.

Commenter cites numerous case laws identifying the word "'may' means a reasonable possibility" and further indicates that "evidence supporting a fair argument of any single potentially significant environmental impact triggers preparation of an EIR regardless of whether the record contains contrary evidence in support of an agency's decision." Again, as stated above and as indicated in response to comments G-5 to G-22 below, the Project will not result in significant effects that cannot be avoided. Therefore, preparation of an EIR is not required.

No new environmental issues are raised by this comment.

**G-4. The commenter states, "The proposed Project consists of a commercial retail center located on approximately 3.6 acres totaling 26,204 square feet of development consisting of a main building located on the northwesterly portion of the site, two pad buildings along Stable Lanes Road, one pad along Clinton Keith Road, four basins including a bio-filtration basin, and on-site parking. The project would require multiple approvals, including:**

- **Change of Zone (CZ): Change of zone from the existing zoning designation of R-R (Rural Residential to General Commercial (C-1/C-P).**
- **Tentative Parcel Map (TPM no. 36311): Subdivision of approximately 3.6 acres into 5 lots (including 1 outfall lot) to accommodate the proposed Project.**
- **Plot Pan (PP): the Project requires approval of a Plot Plan to develop 3.6 acres with 4 commercial retail buildings ranging in size from 2,600 square feet to 10,000 square feet with associated parking and landscaping improvements for a total maximum square footage of 26,204 square feet, 13,383 square foot outfall area, and roadway and drainage improvements."**

Comment provides a synopsis of public review documentation. Commenter incorrectly cites the Tentative Parcel Map number as 36311. The correct number is 37311. Remainder of summary is accurately described.

No new environmental issues are raised by this comment.

**G-5. The commenter states, "As an initial matter, the Mitigated Negative Declaration (MND) states that 'site pre-preparation activities, including removal of trees and vegetation, shall be avoided to the greatest extent possible during the nesting season.' (MND p. 58). However, the Project Description does not set forth how many trees will be removed as part of the Project. '"[A]n accurate, stable and finite project description is the sine qua non of an informative and legally sufficient EIR."' *Washoe Meadows Community v. Department of Parks and Recreation* (2017) 17 Cal.App.5th 277, 287 (citing *Citizens for a Sustainable Treasure Island v. City and County of San Francisco* (2014) 227 Cal.App.4th 1036, 1052). Even though the environmental review document prepared here is not an EIR but a MND,**

**the same principles apply because the environmental review process must not prejudice or interfere with 'informed decisionmaking and informed public participation. *Id.* at 290. The MND must contain all actions the Project contemplates as part of the proposal including how many trees are proposed to be removed. Failure to do so provides an inadequate Project Description under CEQA."**

Commenter cites page 58 of the Mitigated Negative Declaration (IS/MND) and purports that because the number of trees to be removed is not identified, an inaccurate Project Description under CEQA has been provided. First, the commenter has taken the citation out of context. Page 58 of the IS/MND discusses indirect impacts to special/sensitive status wildlife species and states (the underlined portion not being cited by commenter), "Disturbing or destroying active nests during the typical avian nesting season is a violation of the Migratory Bird Treaty Act (MBTA). In addition, nests and eggs are protected under California Fish and Wildlife Code Section 3503. In order to avoid violation of the MBTA and California Fish and Wildlife Code, site pre-preparation activities, including removal of trees and vegetation, shall be avoided to the greatest extent possible during the nesting season." This is a general statement about trees to identify that no trees will be removed during the nesting season without a qualified biologist completing pre-construction surveys to protect nesting birds as required by Mitigation Measures BIO-2 and BIO-3.

Second, commenter cites case law but does not provide any evidence as to how identification as to the number of trees to be removed during ground disturbing activities is necessary for the Project Description to be adequate and would "interfere with 'informed decision and informed public participation.'" The Biological discussion on pages 56 to 69 of the IS/MND clearly identifies that none of the existing trees within the areas to be disturbed constitute sensitive, special, endangered, or otherwise protected habitat. Thus, Commenter does not provide evidence to support claim that the Project Description must identify the precise number of trees to be removed when none of the trees are sensitive, special, endangered, or otherwise protected habitat.

In fact, the case law in which commenter refers to involved a very different factual scenario in which, "the draft EIR "did not identify a proposed project, but described five very different alternative projects then under consideration. Consequently, the public was not provided with "an accurate, stable and finite" project description on which to comment" (*County of Inyo v. City of Los Angeles* (1977) 71 Cal.App.3d 185, 192–193. Here, the proposed Project is clearly defined in the project description and the tree removal is addressed in the biological section of the IS/MND.

No new environmental issues are raised by this comment.

**G-6. The commenter states, "The MND proposed for this Project does not contain a mitigation and monitoring program, which is required in the instance the City adopts the MND. (See Pub. Resource Code § 21081.6; Cal Code Regs., tit. 14, § 15074(d). It would violate CEQA to adopt the MND without inclusion of the required mitigation and monitoring program. The MND identifies the following as environmental factors potentially affected by this Project involving at least one impact that is Less than Significant with Mitigation and concluded that all potentially significant impacts have been mitigated to less than significant.**

- **Biological Resources**
- **Cultural Resources**
- **Geology and Soils**
- **Hazards/Hazardous Materials**

- **Noise**
- **Mandatory Findings of Significance"**

The commenter is correct that a mitigation and monitoring program is required for the City to adopt the Mitigated Negative Declaration (IS/MND). However, the City of Wildomar issued a Notice of Intent to Adopt a Mitigated Negative Declaration in accordance with PRC Division 13, Sections 21000 through 21189.57 and CCR Title 14, Sections 15070, 15071, 15072, and 15073. The City has not yet adopted the IS/MND so PRC Section 21081.6 and CCR Title 14 Section 15074(d) do not apply until the City of Wildomar considers the project for a determination. The Mitigation Monitoring and Reporting Program (MMRP) will be provided to the City of Wildomar decision making body as part of the Final Mitigated Negative Declaration in accordance with CCR Title 14 Section 15074, for consideration of adoption. Regardless, the contents of a mitigation and monitoring program are provided within the context of the IS/MND document. In addition to the mitigation measures, the timing/implementation and enforcement/monitoring entities are provided. Thus, no new environmental issues are raised by this comment.

The commenter also provides a synopsis of the projects potential impacts that have been mitigated to less than significant which is accurate.

No new environmental issues are raised by this comment.

**G-7. Biological Resources**

**The commenter states, "Regarding Direct Impacts to Special/Sensitive Status Plants, the MND states that Paniculate tarplant (*Deindandra paniculata*) was observed in the grassland on the property. But the impact analysis is incomplete:**

**While paniculate tarplant is a CNPS Rank 4.2 species, which has a limited distribution in California, it is locally common in western Riverside County and documented in a number of MSHCP Core areas... . Therefore, due to its local abundance, Project impacts to paniculate tarplant would not be significant.**

**(MND p. 57). The test for significant impacts involves looking at the project's impacts compared to an existing baseline, which is the existing physical condition. The MND does not provide the baseline or analysis as to how the Project would affect the baseline. Even if the paniculate tarplant is "locally abundant" this does not signify as a matter of law that the Project will not result in a significant impact to this biological resource. Without a proper baseline, it is impossible to assess the project's impacts. "Like an EIR, an initial study or negative declaration "must focus on impacts to the existing environment, not hypothetical situations." *Communities for a Better Environment v. South Coast Air Quality Management Dist.* (2010) 48 Cal.4th 310, 322 (quoting *County of Amador v. El Dorado County Water Agency* (1999) 76 Cal.App.4th 93, 955)."**

Commenter cites page 57 of the IS/MND and purports that the IS/MND does not provide the baseline or analysis as to how the Project would affect the baseline with respect to paniculate tarplant. Commenter further quotes from the IS/MND that "locally abundant" does not signify as a matter of law that the project will not result in a significant impact to this biological resource. Commenter is pointed to page 57 of the IS/MND (first paragraph, starting with the fifth sentence), "Paniculate tarplant (*Deindandra paniculata*) was observed in the grassland on the property. However, the exact number of individual plants was not able to be determined due to the regular disking of the property. These

plants will be removed as a result of vegetation clearing/grubbing and ground-disturbing activities (e.g., grading, earth moving, excavation, use of heavy equipment). While Paniculate tarplant is a CNPS Rank 4.2 species, which has a limited distribution in California, it is locally common in western Riverside County and documented in a number of MSHCP Core areas, including Core F (Santa Rosa Plateau Ecological Reserve)[1]. Therefore, due to its local abundance, Project impacts to Paniculate tarplant would not be significant."

The commenter makes an incorrect assessment that the IS/MND does not establish a baseline for Paniculate tarplant. While the exact number of plants could not be determined, the baseline has been established, as cited above, by identifying there is Paniculate tarplant on the site in the existing condition. However, as indicated in the citation above, the site is regularly disked meaning with or without the Project, the occurrence of Paniculate tarplant on this site, is inconsequential due to the disturbed nature of the site. Further, as identified in Appendix 4.0A of the IS/MND which contains the Biological Resource Assessment, which indicates Paniculate tarplant is a non-listed species with a 4.2 CNPS rating based on factors such as habitat vulnerability and specificity, distribution, and condition of occurrences, As noted in Appendix 4.0A to the IS/MND, the site is highly disturbed, the distribution of this plant in the vicinity is abundant and it is a non-native grassland. As with listed species, compliance with the MSHCP and payment of the associated fees mitigates potential impacts to the species. With these and other factor included in the IS/MND combined, the loss of tarplant at this site does not pose a significant impact to the existing environment.

No new environmental issues are raised by this comment.

**G-8. Biological Resources**

**The commenter states, "Regarding Direct Impacts to Riparian Habitat, the MND states that the Project will avoid approximately .16 acres of riparian/riverine habitat but will impact approximately .06 acres of riparian/riverine habitat. The Project site supports a total of .22 acres of Riparian/Riverine habitat on the property. (MND p. 59). The MND states Section 6.1.2 of the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) applies to the Project: 'Hence, under MSHCP Section 6.1.2, impacts require preparation of a Determination of Biologically Equivalent of Superior Preservation Report (DBESP).' (MND p. 59). However, the MND simply skips to the conclusion that an 'avoidance alternative is infeasible' without demonstrating the actual process set forth in Section 6.1.2 was followed.**

> **Section 6.1.2 of the MSHCP states that:**
> **Permittees shall ensure that, through the CEQA process, project applicants develop project alternatives demonstrating efforts that first avoid, and then minimize direct and indirect effects to the wetlands mapped pursuant to this section and shall review these alternatives with the Permittee. An avoidance alternative shall be selected, if Feasible. If an avoidance alternative is selected, measures shall be incorporated into the project design to ensure the long-term Conservation of the areas to be avoided, and associated functions and values, through the use of deed restrictions, conservation easement or other appropriate mechanisms.**

**(MSHCP Avoidance and Minimization, Section 6.1.2). But the City did not ensure that, through the CEQA process, the applicant develop project alternatives demonstrating efforts that first avoid. There is no discussion of any project alternatives in the MND. This**

[1] Western Riverside County Multiple Specific Habitat Conservation Plan, Volume1, Section 3.2.3, 2004.

**process is required: 'Permittees *shall*…' Instead, the MND simply concludes without any evidence that: 'However, total avoidance of the riparian/riverine resources would result in a reduction of the Project and eliminate the viability of the development on site because of the distribution of the drainages across the site and the types of land uses proposed for the site.' (MND p. 59). Pursuant to the MSCHP, the City must ensure consideration of avoidance project alternative through the CEQA process and the MND must discuss any project alternatives that were considered but proven infeasible."**

Commenter inaccurately indicates the IS/MND skips to the conclusion that an 'avoidance alternative is infeasible' without demonstrating the actual process set forth in Section 6.1.2 was followed and that impacts require preparation of a Determination of Biologically Equivalent of Superior Preservation Report. Commenter is pointed to page 59 of the IS/MND where the document clearly states, "…total avoidance of the riparian/riverine resources would result in a reduction of the Project and eliminate the viability of the development on site because of the distribution of the drainages across the site and the types of land uses proposed for the site. Site drainages are shown in **Figure 6 – Tentative Parcel Map**. Thus, total avoidance is not feasible." Commenter is also referred to Appendix 4.0B of the IS/MND which contains the Determination of Biologically Equivalent and Superior Preservation which is in accordance with and satisfies Section 6.1.2 of the MSHCP.

Commenter inaccurately identifies that City must consider an avoidance project alternative through the CEQA process and that the IS/MND must discuss project alternatives that were considered but proven infeasible. CCR Title 14 Section 15126.6 requires an alternative discussion, including alternatives considered by rejected, to be discussed in Environmental Impact Report; not a Mitigated Negative Declaration (MND). The IS/MND was prepared in accordance with CCR Title 14 Section 15071 and 15063.

No new environmental issues are raised by this comment.

**G-9. Biological Resources**

**The commenter states, "In the context of a court challenge to the findings of an environmental review document, the California Supreme Court has admonished: 'We further conclude… that the agency which renders the challenged decision must set forth findings to bridge the analytic gap between the raw evidence and ultimate decision or order.' *Topanga Ass'n for a Scenic Community v. County of Los Angeles* (1974) 11 Cal.3d 506, 515. There is no explanation evidencing the applicant has proposed or that the City has considered project alternatives that would avoid .22 acres of riparian/riverine habitat. There is only a conclusory statement that avoiding .22 of the 3.6 acres is not possible. For this reason, a fair argument exists that significant impacts to the biological resource of riparian/riverine habitat still exists. The City must undergo the process that is set forth under the MSHCP to examine project alternatives that will avoid impact to the riparian/riverine habitat pursuant to the CEQA process."**

Commenter is referred to Response to Comment G-8 above.

No new environmental issues are raised by this comment.

**G-10. Noise**

**The commenter states, "The MND finds that with mitigation incorporated the noise impacts will be less than significant. But, the MND utilizes a worker noise safety standard to asses off-site impacts construction noise, which is comparing apples to oranges. 'The rationale is that if a maximum construction noise level is generally safe for construction workers who are exposed to the noise all day, the noise level should be [sic] also be safe for adjacent residents who are typically farther from the noise source and exposed only briefly during the day.' (MND p. 114). The problem is that the location of the noise impact for worker safety is limited to the Project site. Whereas, the analysis for noise impacts concerns off-site receptors."**

Commenter cites the discussion on page 114 of the IS/MND which is related to construction noise impacts. Commenter is referred to page 116 of the IS/MND which explains why 85 dBA Leq is an acceptable threshold for exposure to construction noise. Lead Agencies have discretion to formulate their own significance thresholds. Lead Agencies can set thresholds on a project-by-project basis, or they can informally or formally adopt thresholds so long as they are backed by substantial evidence, which is defined in the CEQA statute to mean "facts, reasonable assumptions predicated on facts, and expert opinion supported by facts" (14 CCR § 15064.7(b)). Here, the IS/MND and its supporting document selected a threshold of significance for this proposed Project derived from multiple sources resulting in the thresholds identified in Table 12.1 on Page 116 of the IS/MND (Table 4.2 from Appendix 10.0).

Therefore, 85 dBA Leq was utilized as a threshold at nearby sensitive receiver locations to determine the level of unmitigated construction noise levels at those locations. As reflected in Table 12-2 on page 117 of the IS/MND, the unmitigated construction noise levels at off-site receptor locations are expected to range from 55.8 to 73.0 dBA which are all below the acceptable construction noise threshold of 85 dBA Leq. For clarification purposes, the name of Table 12-2 has been revised from "Unmitigated Construction Equipment Noise Level Summary" to "Unmitigated Construction Noise Level Summary" in the IS/MND to clarify this table reflects not only noise from construction equipment but construction activities as well. Thus, the IS/MND properly concluded that unmitigated construction noise will not result in noise levels beyond those considered acceptable during project construction. Further, commenter does not provide alternative construction noise level threshold that should be utilized or substantial evidence that the threshold utilized is incorrect. The IS/MND found that noise levels from temporary construction at peak hours would be less than the most conservative threshold of impact for all categories of receptors (73 dBA vs 85 dBA). Commenter is pointed to Appendix 10.0 of the IS/MND which contains a Noise Impact Analysis (NIA). Appendix 10.0 provides a baseline of existing noise conditions. Commenter is referred to pages 10-11 of the NIA for explanation on transmission of sound and NIA pages 12-13 and pages 120-121 of the IS/MND, for an explanation of noise perception. Based on the substantial evidence provided in the IS/MND, no significant impacts will result during construction.

No new environmental issues are raised by this comment.

**G-11. Noise**

**The commenter states, "The threshold of significance chosen for noise: worker safety is irrelevant given the actual locations of the noise measurements. All of the noise receiver locations are off-site. A worker safety threshold of significance is useful for analyzing noise impacts on-site but is irrelevant to off-site noise because it does not place off-site noise measurements in any useful context. 'A threshold of significance is an identifiable quantitative, qualitative or performance level of a particular environmental effect, non-compliance with which means the effect will normally be determined to be significant by the agency and compliance with which means the effect normally will be determined to be less than significant…' Cal. Code Regs., tit. 14, § 15064.7. In this instance, the threshold of significance is based on worker-safety standards, but the noise measurements were not taken at locations where workers would be. Thus, this threshold of significance is inapplicable. The Project's non-compliance or compliance with such worker-safety standard would not indicate anything meaningful about the noise impact to receptors off-site."**

Commenter is referred to Response to Comment G-10 pertaining to sound propagation and perception as well as the rationale for utilizing worker safety noise threshold to determine construction noise thresholds. Commenter suggests that because 85 dBA Leq is an appropriate threshold of significance to assess construction noise impacts to workers on the Project site that the same threshold is therefore inappropriate to assess impacts to other individuals at nearby sensitive receptors. Commenter provides no substantial evidence to support this suggestion that the same threshold of significance cannot apply to individuals exposed to construction noise both on the Project site and off-site.

No new environmental issues are raised by this comment.

**G-12. Noise**

**The commenter states, "Exhibit 10-A of Appendix 10, which shows the noise receiver locations at six sites. R1: 58 feet from the project site, R2: 59 feet from the project site, R3: 71 feet from the project site, R4: 425 feet from the project site, R5: 685 feet from the project site, and R6: 749 feet from the project site. The MND concludes that "the peak construction noise levels at the potentially impacted receiver locations are expected to approach 73.0 dBA Leq which will satisfy the 85 dBA Leq significance thresholds during temporary Project construction activities." (MND p. 117). Again, because 85 dBA is a threshold of significance for worker safety (on-site noise threshold) it is irrelevant in gauging the significance of off-site noise impacts."**

Commenter is referred to Response to Comments G-10 and G-11 pertaining to sound propagation and perception as well as the rationale for utilizing worker safety noise threshold to determine construction noise thresholds.

No new environmental issues are raised by this comment.

**G-13. Noise**

**The commenter states, "It is also patently unclear where the MND obtains its significance criteria for operational noise. CEQA Guidelines state that "[t]hresholds of significance to be adopted for general use as part of the lead agency's environmental review process must be adopted by ordinance, resolution, rule, or regulation, and developed through a public review process and be supported by substantial evidence." (Cal. Code Regs., tit. 14, § 15064.7.) The MND refers to various thresholds of significance set forth by various agencies, but none of these have been adopted by the City of Wildomar itself. The MND's significance criteria is arbitrary and capricious. The evaluation of noise impacts must be revisited through evaluating impacts with an applicable threshold of significance."**

Commenter is referred to page 115 of the IS/MND for Operational Noise criteria. The City of Wildomar has adopted exterior noise level standards for permissible operational noise levels that may intrude into a neighbor's property during daytime hours (7:00am to 10:00pm) and during nighttime hours (10:00pm to 7:00am). Table 12-6, Project Daytime and Nighttime Operational Noise Levels, on page 120 of the IS/MND clearly identifies a summary of noise levels at sensitive receiver locations during the daytime and nighttime hours that are within the allowable thresholds. Commenter should also refer to page 116 of the IS/MND; specifically Table 12-1, Significance Criteria Summary that summarizes significance criteria for Construction Noise and Vibration; Operational Noise; and Off-Site Traffic Noise.

No new environmental issues are raised by this comment.

**G-14. Greenhouse Gas Emissions**

**The commenter states, "The MND's analysis of greenhouse gas emissions is paltry and does not offer a meaningful discussion of the Project's impacts. First, there is no discussion of the current environmental setting, whether the City is on track to meet its GHG emissions reduction targets. The MND concludes that there will be less than significant impact because of a "bright-line, numeric threshold of 3,000 metric tons of carbon dioxide equivalent as a threshold for all land uses." (MND p. 86). It is unclear what this threshold signifies because there is simply no context provided. Furthermore, the MND states that the City of Wildomar is "a participating agency of the Western Riverside Council of Government's (WRCOG) Climate Action Plan (CAP). 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." (MND p. 88)."**

Contrary to the commenter's assertion, the GHG analysis is meaningful and provides adequate discussion of the Project's greenhouse gas (GHG) emissions. The IS/MND does in fact discuss the current environmental setting on page 85-86, which outlines the relationship between greenhouse gases and global climate, how greenhouse gases are currently and expected to affect global temperatures and California specifically in the future, and how the construction and operation of the proposed Project would contribute greenhouse gas emissions into the atmosphere. The Greenhouse Gas Analysis prepared by Urban Crossroads (MND, Appendix 7.0), also outlines the environmental setting of greenhouse gases within section 2 of its report (entitled, "Climate Change Setting").

As stated in the IS/MND, the City is a participating agency of the Western Riverside County Council of Government's (WRCOG) Climate Action Plan (CAP), which recommends emission targets that are consistent with the reduction targets of the State of California.

The City has not adopted the WRCOG CAP, and thus data regarding the City's status on greenhouse gas emission reduction targets is not available. However, the California Air Resources Board (CARB) 2017 Scoping Plan indicates the State overall is on target for reaching the 2020 goal.[2]

Context to the 3,000 metric tons of carbon dioxide equivalents is provided within the IS/MND. As stated on page 86-87 of the IS/MND, this threshold was developed by the South Coast Air Quality Management District (SCAQMD) Greenhouse Gas CEQA Significance Threshold Working Group. This threshold was developed to be consistent with CEQA requirements for developing significance thresholds, is supported by substantial evidence, and provides guidance to CEQA practitioners with regard to determining whether GHG emissions from a proposed Project are significant. The City of Wildomar has not established local CEQA significance thresholds for greenhouse gas emissions described in CCR Title 14, Section 15064.7; however, CCR Title 14, Section 15064.7 gives lead agencies the discretion to determine their methodology for quantifying GHG emissions. Therefore, the City acted within its discretion and relied upon the SCAQMD screening threshold to determine if additional analysis was required, which is an acceptable approach for small projects and widely accepted by the County of Riverside and numerous cities within the South Coast Air Basin (MND Appendix 7.0, pp. 32-33). This approach is also consistent with CCR Title 14, Section 15064.4 for determining the significance of impacts from GHG emissions.

No new environmental issues are raised by this comment.

**G-15. Greenhouse Gas Emissions**

**The commenter states, "The City has not adopted a Climate Action Plan or any other plans and policies to reduce greenhouse gas emissions, so the City must exercise caution when analyzing greenhouse gas-related impacts and carefully disclose how the Project will impact statewide goals. The City must consider in its greenhouse gas analysis:**

**(1) The extent to which the project may increase or reduce greenhouse gas emissions as compared to the existing environmental setting;**

**(2) Whether the project emissions exceed a threshold of significance that the lead agency determines applies to the project; and**

**(3) The extent to which the project complies with regulations or requirements adopted to implement a statewide, regional, or local plan for the reduction or mitigation of greenhouse gas emissions. Such requirements must be adopted by the relevant public agency through a public review process and must reduce or mitigate the project's incremental contribution of greenhouse gas emissions**

***Center for Biological Diversity* v. *Department of Fish & Wildlife* (2015) 62 Cal.4th 204, 217."**

The comment correctly states that the City has not adopted the WRCOG CAP. That is, in part, why the City relied upon the SCAQMD GHG screening thresholds.

The comment cites the three factors listed in CCR Title 14, Section 15064.4(b). However, the comment does not include the other applicable guidelines. CCR Title 14, Section 15064.4(a) states:

> a) The determination of the significance of greenhouse gas emissions calls for a careful judgment by the lead agency consistent with the provisions in section 15064. A lead agency should make a good-faith effort, based to the extent

[2] California Air Resources Boardhttps://www.arb.ca.gov/cc/scopingplan/scoping_plan_2017.pdf

possible on scientific and factual data, to describe, calculate or estimate the amount of greenhouse gas emissions resulting from a project. A lead agency shall have discretion to determine, in the context of a particular project, whether to:

(1) Use a model or methodology to quantify greenhouse gas emissions resulting from a project, and which model or methodology to use. The lead agency has discretion to select the model or methodology it considers most appropriate provided it supports its decision with substantial evidence. The lead agency should explain the limitations of the particular model or methodology selected for use; and/or

(2) Rely on a qualitative analysis or performance based standards.

Additionally, the comment excludes language in part (b) that states the "lead agency should consider the following factors, among others, when accessing significance (emphasis added)." Thus, the analysis of GHG emissions is not solely based on the three factors listed in the comment. *Center for Biological Diversity, supra*, also confirms that the lead agency enjoys substantial discretion in its choice of methodology. The IS/MND analyzed the specific GHG impacts of the proposed Project, and analyzed those impacts in relation to how the SCAQMD GHG screening thresholds, and the Project's consistency with those thresholds, would be consistent with the state's climate stabilization objectives.

Consistent with CCR Title 14, Section 15064.4, and *Center for Biological Diversity, supra,* the City has quantified the Project's GHG emissions using an emissions estimation model (CalEEMod) that is recommended by SCAQMD and utilized the draft GHG thresholds prepared by SCAQMD when determining the significance of the GHG impacts. As the SCAQMD is the agency with jurisdiction over air quality in the area, the City exercised its discretion and determined this to be most appropriate for this Project.

No new environmental issues are raised by this comment.

**G-16. Greenhouse Gas Emissions**

**The commenter states, "The City may be unique in its continued reliance on the California Air Resource Board's Scoping Plan, post-*Center for Biological Diversity*. In that case, the California Supreme Court invalidated an Environmental Impact Report that incorrectly relied on the California Air Resources Board Scoping Plan. *Id*. at 216. This is because 'neither Assembly Bill 32 nor the Air Board's Scoping Plan set out a mandate or method for CEQA analysis of greenhouse gas emissions from a proposed project.' *Id*. at 216-217.**

> **The Scoping Plan adopted pursuant to Assembly Bill 32 is a plan for reducing greenhouse gas emissions, but does not itself establish the regulations by which it is to be implemented; rather, it sets out how existing regulations, and new ones yet to be adopted at the time of the Scoping Plan, will be used to reach Assembly Bill 32's emission reduction goal. At the time the Natural Resources Agency promulgated Guidelines section 15064.4, the agency explained that the Scoping Plan 'may not be appropriate for use in determining the significance of individual projects … because it is conceptual at this stage and relies on the future development of regulations to implement the strategies identified in the Scoping Plan.'**

***Id*. at 222. 'In short, neither Assembly Bill 32 nor the Scoping Plan establishes regulations implementing, for specific projects, the Legislature's statewide goals for reducing greenhouse gas emissions. Neither constitutes a set of "regulations or requirements**

**adopted to implement' a statewide reduction plan within the meaning of Guidelines section 15064.4, subdivision (b)(3)." *Id.* at 223.**

Contrary to the commenter's assertion, the City did not rely upon the CARB Scoping Plan when evaluating the significance of the Project's GHG emissions.

As stated in the responses above, the City relied upon the SCAQMD GHG screening thresholds as a numeric threshold. This approach is consistent with CCR Title 14, Section 15064.4 and the *Center for Biological Diversity v. Department of Fish and Wildlife (2015)* case which states that one of the potential pathways to CEQA compliance is reliance on existing numeric thresholds of significance for GHG emissions (62 Cal. 4th 204, 230).

No new environmental issues are raised by this comment.

**G-17. Greenhouse Gas Emissions**

**As was the case in *Center for Biological Diversity*, the City has not 'related that statewide level of reduction effort to the percentage of reduction that would or should be required from individual projects, and nothing . . . cited in the administrative record indicates the required [analysis] is the same for an individual project as for the entire state population and economy.' *Id*. at 225-226. Therefore, the City's conclusory statement that '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 CAP' is wholly unsupported by any evidence. (MND p. 88.) A fair argument exists that the Project would result in significant impacts to greenhouse gas emissions."**

As stated above, the City relied upon the SCAQMD GHG screening thresholds for determining the significance of the Project's GHG emissions. Thus, the comment regarding the relation of the "statewide level of reduction efforts to the percentage of reduction that would or should be required from individual projects" is not applicable, as that statement from the *Center for Biological Diversity* case pertains to situations when a "business as usual" greenhouse gas analysis is utilized.

Because the Project's GHG emissions do not exceed the bright-line threshold, the Project would not generate a significant amount of GHG emissions that would inhibit or conflict with the City's commitment to GHG reduction.

As discussed in Appendix 7.0, SCAQMD developed the threshold of 3,000 metric tons of carbon dioxide equivalents on an emissions capture rate of 90 percent for all new or modified projects meaning the threshold is low enough to require most projects to implement GHG reduction measures, but high enough to exclude small projects that will in aggregate contribute a relatively small fraction of the cumulative statewide GHG emissions.

In addition, the IS/MND analyzed the proposed Project's consistency with the GHG-reducing measures under the WRCOG CAP. The City exercised its discretion to determine that, in addition to compliance with the SCAQMD bright-line threshold, the proposed Project also would be consistent with the local WRCOG CAP goals (14 Cal. Code Regs. § 15064.4).

Thus, the IS/MND is supported by substantial evidence. No new environmental issues are raised by this comment.

**G-18. Air Quality**

**The commenter states, "The MND's Air Quality analysis is insufficient. The MND acknowledges that the South Coast Air Basin (SCAB) is in nonattainment for several criteria pollutants under the South Coast Air Quality Management District's (SCAQMD) jurisdiction. The basin is in nonattainment for the following criteria pollutants: Ozone O3, coarse particulate matter PM10, and fine particulate matter PM2.5. Despite this baseline of nonattainment, the MND concludes that the project will not conflict with any applicable air quality plan. The MND relies on Consistency Criterion Nos. 1 and 2 to reach this conclusion but there is no evidence supporting that the Project would be consistent with these criteria.**

The commenter is correct that the South Coast Air Basin (SCAB) is in nonattainment for the criteria pollutants ozone ($O_3$), coarse particulate matter ($PM_{10}$), and fine particulate matter ($PM_{2.5}$), as stated in the IS/MND.

The fact that these pollutants are in nonattainment does not mean the Project will conflict with the applicable air quality plan, the 2016 Air Quality Management Plan (AQMP) adopted by SCAQMD. The AQMP was created to reduce emissions from criteria pollutants that are in nonattainment in the SCAB while accommodating future growth. The IS/MND relied on SCAQMD methodology for evaluating impacts with respect to consistency with the AQMP. SCAQMD's CEQA Air Quality Handbook (1993), Chapter 12, establishes the two consistency criterion for determining consistency with the AQMP: Consistency with Criterion No. 1 and Consistency Criterion No. 2, as discussed further in G-19 and G-20, below. By following SCAQMD methodology, the IS/MND adequately addressed the impacts under this threshold.

No new environmental issues are raised by this comment.

**G-19. Air Quality**

**The commenter states, "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 reduction specified in the AQMP.**

**Instead of assessing the Project under this consistency criterion, the MND looks at whether the Project will exceed either long-term or short-term construction standards. (MND p. 48). But that is an incorrect inquiry. Because the basin is already in nonattainment for several criteria pollutants, any additional emissions of ozone, coarse particulate matter, or fine particulate matter will necessarily increase the severity of existing air quality violations."**

As stated in the IS/MND, "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." SCAQMD established its numeric emissions thresholds, in part, based on the federal Clean Air Act attainment status for stationary sources (SCAQMD CEQA Handbook, Chapter 6). Thus, violations would occur if regional or localized significance thresholds (LSTs), developed by SCAQMD, were exceeded.

SCAQMD does not consider air quality impacts to be significant based on attainment status alone. The SCAQMD's CEQA Air Quality Significance Thresholds (March 2015) indicate that any projects in the SCAB with daily emissions that exceed any of the indicated thresholds should be considered as having an individually and cumulatively significant air quality impact. As stated in the IS/MND, "As evaluated under Threshold 3.b

below, the Project will not exceed the long-term operational standards or short-term construction standards." Thus, the Project is consistent with this criterion.

No new environmental issues are raised by this comment.

**G-20. Air Quality**

**The commenter states, "Similarly, the analysis under Consistency Criterion No. 2 does not allow a reasonable person to discern whether the Project is consistent.**

**Consistency Criterion No.2: The proposed Project will not exceed the assumptions in the AQMP based on the years of project buildout phase.**

**The MND does not state what the AQMP assumptions applicable to this Project are. Similarly, the MND broadly refers to 'reduction strategies,' 'growth projections,' and 'regional growth forecasts' but does not specify what any of these are. There is neither adequate baseline information nor a valid threshold of significance specified. Furthermore, unsubstantiated opinion such as the conclusory remarks provided in the MND does not constitute substantial evidence. Substantial evidence includes 'facts, reasonable assumptions predicated upon facts, and expert opinion supported by facts' but not '[a]rgument, speculation, unsubstantiated opinion or narrative, evidence which is clearly erroneous or inaccurate, or evidence of social or economic impacts which do not contribute to or are not caused by physical impacts on the environment.' Cal. Code Regs., tit. 14, § 15384(a), (b). There is simply no evidence or analysis presented indicating that the Project would not violate existing air quality standards given that the basin is already in nonattainment. A fair argument exists that the Project may have a significant impact on air quality."**

In Criterion No. 2, the Air Quality Management Plan (AQMP) is based on regional growth forecasts provided by the Southern California Association of Governments (SCAG). SCAG's growth forecasts are based on data from jurisdictions' General Plans. Thus, projects that are consistent with their applicable jurisdiction's General Plan are also consistent with the AQMP, as the AQMP has incorporated growth forecasts rooted in jurisdiction's General Plans. As stated in the IS/MND, the Project is consistent with the Project site's General Plan land use designation of Commercial Retail. As such, the Project will be consistent with the growth projections anticipated by the City General Plan and would not exceed the job growth projections used by the SCAQMD to develop the AQMP. Thus, the Project is consistent with this criterion.

The AQMP contains air pollution reduction strategies. The reduction strategies rely upon a fair-share emissions reductions from federal, state and local levels and is composed of stationary and mobile sources emission reductions from traditional regulatory control measures, incentive-based programs, co-benefits from climate programs, mobile source strategies and reductions from federal sources, which include aircraft, locomotives and ocean-going vessels. These strategies are to be implemented in partnership with the California Air Resources Board (CARB) and U.S. EPA. State the assumptions for these strategies are contained within the AQMP. These strategies are implemented at various levels and the Project will not conflict or obstruct their implementation because the Project would be subject to any applicable strategies.

Thus, substantial evidence with regard to this criterion was provided in the IS/MND. No new environmental issues are raised by this comment.

**G-21. Air Quality**

**The commenter states, "In addition, the City's analysis of cumulative impacts is inadequate. On one hand the MND acknowledges that the Project 'could contribute to an existing or projected air quality exceedance because the SCAB is currently in nonattainment for ozone, coarse particulate matter, and fine particulate matter.' (MND p. 52). But, the MND states that 'SCAQMD recommends that any given project's potential contribution to cumulative impacts be assessed using the same significance criteria as for project-specific impacts.' (MND p. 52). This is a statement that contradicts the basic principle of cumulative impacts analysis under CEQA."**

The commenter misunderstood and misrepresented discussion in the IS/MND by quoting a partial sentence. The IS/MND states, "Projects could contribute to an existing or projected air quality exceedance because the SCAB is currently in nonattainment for Ozone (O3), PM10, and PM2.5". This sentence is stating that projects in general, not the proposed Project in particular, could contribute to an exceedance. The commenter begins the quote at "…could contribute" and states that the IS/MND starts the sentence with the Project. The commenter's misquote changes the meaning inaccurately. The IS/MND does not state that the Project has an exceedance; the IS/MND states that it is possible projects in nonattainment could be considered to have an exceedance.

The IS/MND analysis relies upon the thresholds SCAQMD uses for cumulative impacts when SCAQMD is the Lead Agency. It is reasonable for the City of Wildomar to rely on these thresholds because SCAQMD has regulatory jurisdiction over regional air quality. Per SCAQMD's Cumulative Impacts Emission Analysis, *Potential Control Strategies to Address Cumulative Impacts from Air Pollution White Paper*, Appendix D, "Projects that exceed the project-specific significance thresholds are considered by the SCAQMD to be cumulatively considerable. This is the reason project-specific and cumulative significance thresholds are the same. Conversely, projects that do not exceed the project-specific thresholds are generally not considered to be cumulatively significant."

For the reasons stated above, the IS/MND's cumulative impact analysis was adequately evaluated. No new environmental issues are raised by this comment.

**G-22. Air Quality**

**The commenter states, "CEQA Guidelines define 'cumulative impacts' as 'two or more individual effects, [ which] when considered together, are considerable or which compound or increase other environmental impacts.' Cal. Code Regs., tit. 14, § 15355. Critically, 'Cumulative impacts can result from individually minor but collectively significant projects taking place over a period of time.' 14 Cal. Code Regs., tit. 14, § 15355(b) (emphasis added). The City has taken the approach that air quality impacts are only cumulatively significant if they are individually significant. This approach violates the spirit and letter of CEQA's cumulative impacts analysis and is a violation of CEQA and its implementing Guidelines.**

**As plainly stated in the definition of cumulative impacts, a project-related impact may be individually less than significant but cumulatively significant. Cal. Code Regs., tit. 14, § 15355. The City's approach towards its cumulative impacts analysis defeats the purpose of this analysis and must be revised. Because the Project is located in an area that is in nonattainment for multiple criteria pollutants, the Project's emissions are cumulatively significant in that they result in a cumulatively considerable net increase of any criteria pollutant for which the project region is in nonattainment.' The MND's conclusion that because the 'Project will not exceed the applicable SCAQMD regional thresholds for**

**constrnction and operational-source emissions .... the Project will result in a cumulatively less than significant impact' is unsupported by the law."**

As stated in the response above, the IS/MND evaluated cumulative impacts to air quality based on SCAQMD, which uses the same project-specific and cumulative significance thresholds. Considering SCAQMD's regulatory jurisdiction over regional air quality, it is reasonable to rely on its thresholds to determine whether there is a cumulative air quality impact. Therefore, the IS/MND analysis is supported by substantial evidence and is consistent with CEQA. No new environmental issues are raised by this comment.

**G-23. The commenter states, "Southwest Carpenters looks forward to the City's response to the comments to the MND during the public review process. Please send all future notices relating to this Project to pkan@wittwerparkin.com. Thank you for your consideration of these comments."**

Comment duly noted. No new environmental issues are raised by this comment.

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# 3.0 MINOR REVISIONS TO THE IS/MND

## 3.1 INTRODUCTION

This section includes minor edits to the IS/MND. These modifications resulted from responses to comments received during the public review period as well as from staff-initiated changes.

Revisions herein do not result in new significant environmental impacts, do not constitute significant new information, and do not alter the conclusions of the environmental analysis. Changes are provided in revision marks (underline for new text and ~~strikeout~~ for deleted text).

## 3.2 MINOR CHANGES AND EDITS TO THE IS/MND

The following minor changes are made to clarify the IS/MND based on comments received on the project and review of those comments by the City and by the technical experts responsible for the supporting studies.

**Page 117**

Table 12-2, Unmitigated Construction ~~Equipment~~ Noise Level Summary

Table 12-3, Unmitigated Construction ~~Equipment~~ Noise Level Threshold Summary

**Page 148**

**Table 16.3-A**
**Intersection Analysis for Existing + Project Conditions with Improvements**

| # | Intersection | Traffic Control[1] | Intersection Approach Lanes[2] | | | | | | | | | | | | Delay[3] (secs) | | Level of Service | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Northbound | | | Southbound | | | Eastbound | | | Westbound | | | | | | |
| | | | L | T | R | L | T | R | L | T | R | L | T | R | AM | PM | AM | PM |
| 4 | Stable Lanes Rd./ Clinton Keith Rd. | | | | | | | | | | | | | | | | | |
| | Without Improvements | CSS | 0 | **1** | 0 | 0 | **1** | 0 | 1 | 2 | 0 | 1 | 2 | 1 | **25.7** | **>100.0** | **D** | **F** |
| | With Improvements | **TS** | 0 | **1** | 0 | 0 | **1** | 0 | 1 | 2 | 0 | 1 | 2 | 1 | 10.2 | 9.9 | B | A |

Source: Urban-D, Table 5-2 (Appendix 11.0)

[1] TS = Traffic Signal; CSS = Cross Street Stop; **TS** = Improvement

[2] When a right turn is designated, the lane can either be striped or unstriped. To function as a right turn lane there must be sufficient width for right turning vehicles to travel outside the through lanes.
L=Left; T=Through; R=Right; **1**=Improvement

[3] Per the 2010 Highway Capacity Manual, overall average intersection delay and level of service are shown for intersections with a traffic signal or all way stop control. For intersections with cross street stop control, the delay and level of service for the worst individual movement (or movements)

# ATTACHMENTS

# ATTACHMENT A: PUBLIC NOTICES

Ben J. Benoit, Mayor, District 1
Marsha Swanson, Mayor Pro Tem, District 5
Bridgette Moore, Council Member, District 4
Dustin Nigg, Council Member, District 2
Timothy Walker, Council Member, District 3

23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595
951-677-7751 Phone
951-698-1463 Fax
www.CityofWildomar.org

**DATE:** January 30, 2018

**TO:** Responsible/Reviewing Agencies and Interested Persons

**FROM:** Matthew C. Bassi, Planning Director

**SUBJECT:** **Initial Study/Mitigated Negative Declaration (IS/MND) for the Wildomar Crossing Retail Center Project (Planning Application No. 16-0134)**

The City of Wildomar (City) is the lead agency for the preparation and review of an Initial Study/Mitigated Negative Declaration (MND) for the Wildomar Crossing Retail Center Project (Planning Application No. 16-0134). The Project site is located northwesterly of Clinton Keith Road and Stable Lanes Road in the City of Wildomar, California on approximately 3.6 acres. The Assessor's Parcel Numbers (APN's) for the Project site are 380-120-003 and 380-120-004. The Project includes the following actions by the City of Wildomar:

1) **Change of Zone (CZ):** The Project requires approval of a Change of Zone from the existing zoning designation of R-R (Rural Residential) to C-1/C-P (General Commercial).
2) **Tentative Parcel Map (TPM No. 37311):** The Project requires a subdivision of approximately 3.6 acres into 5 lots (including 1 outfall lot) to accommodate the proposed Project. Storm and surface waters converge to discharge point located in the southwestern portion of the Project site referred to as the "outfall lot."
3) **Plot Plan (PP):** The Project requires approval of a Plot Plan to develop 3.6 acres with 4 commercial retail buildings ranging in size from 2,600 square feet to 10,000 square feet with associated parking and landscaping improvements for a total maximum square footage of 26,204 square feet, a 13,383 square foot outfall area, and roadway and drainage improvements.

In accordance with Sections 15072(a) and (b) of the CEQA Guidelines, this public notice is posted to officially notify the public, public agencies, and responsible and trustee agencies that the required 30-day public review/comment period will commence on **Wednesday, January 31, 2018 and conclude on Thursday, March 1, 2018.** Any written comments (via email or letter) on the IS/MND must be submitted no later than 5 P.M. on **March 1, 2018.** Written comments may be mailed to Matthew C. Bassi, Planning Director, City of Wildomar Planning Department, 23873 Clinton Keith Road, Suite 201, Wildomar, CA 92595. Email comments can be sent to mbassi@cityofwildomar.org. The Planning Commission is tentatively scheduled to review the IS/MND and proposed development project/applications at a special meeting on April 18, 2018.

Sincerely,

Matthew C. Bassi
Planning Director

Enclosed – CD of Draft IS/MND & Appendices

## NOTICE OF AVAILABILITY FOR PUBLIC REVIEW OF AN INITIAL STUDY/MITIGATED NEGATIVE DECLARATION – WILDOMAR CROSSING RETAIL CENTER PROJECT

The City of Wildomar has prepared an Initial Study/Mitigated Negative Declaration (IS/MND) for the Wildomar Crossing Retail Center Project (PA No. 16-0134). The IS/MND and technical appendices will be available for public review/comment beginning on **January 31, 2018**. All IS/MND files and Appendices can be downloaded from the City of Wildomar Environmental Documents Center webpage at http://www.cityofwildomar.org/environmental-documents.asp. A printed/hard copy of the IS/MND document will also available for public review at the City of Wildomar Planning Department located at 23873 Clinton Keith Road, Suite 201, Wildomar, CA 92595 during regular business hours (8 a.m.–5 p.m., Monday through Thursday; closed Fridays).

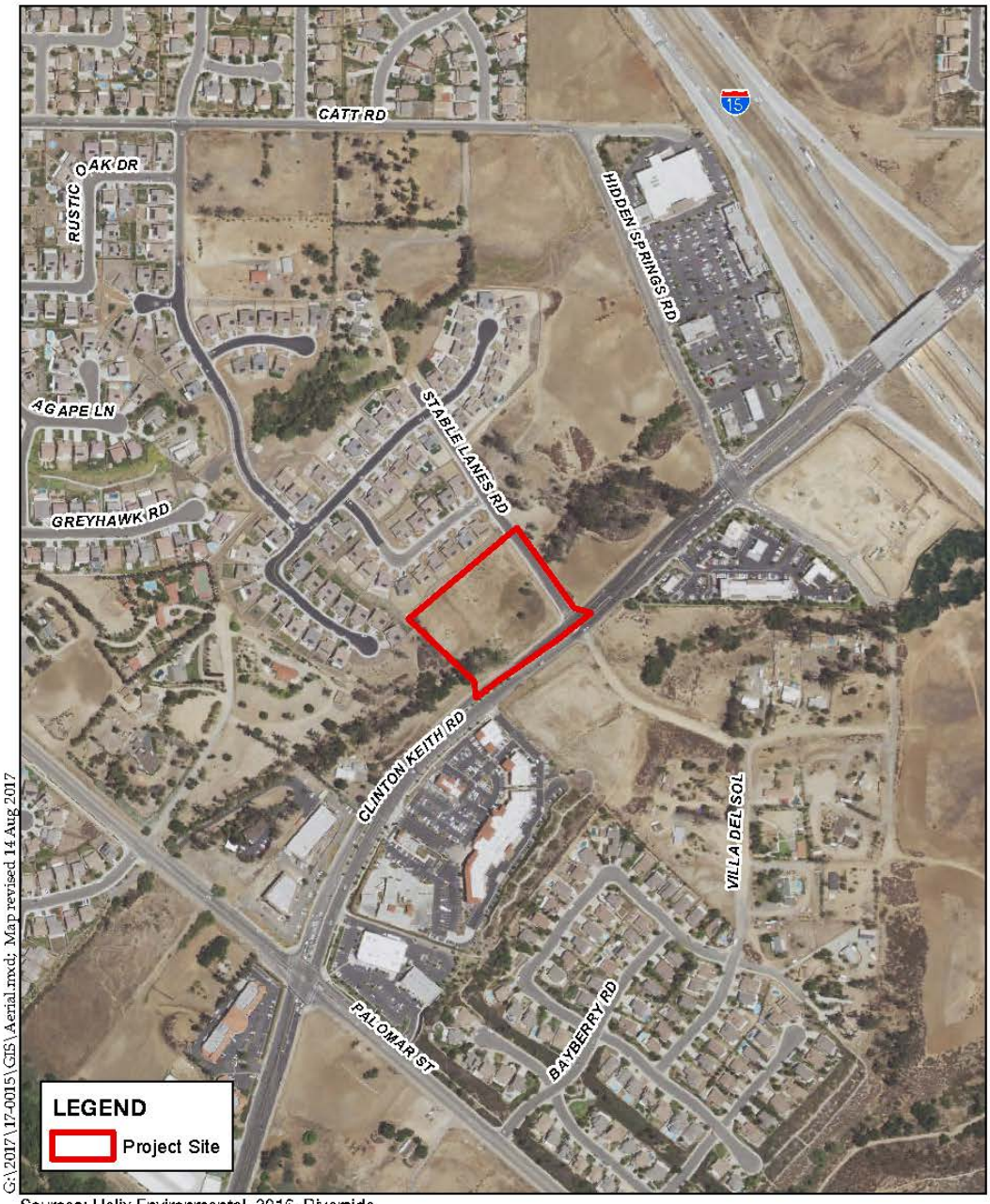
The Project site is located northwesterly of Clinton Keith Road and Stable Lanes Road in the City of Wildomar, California on approximately 3.6 acres. The Assessor's Parcel Numbers (APN's) for the Project site are 380-120-003 and 380-120-004. The Project includes the following actions by the City of Wildomar:

1) **Change of Zone (CZ):** The Project requires approval of a Change of Zone from the existing zoning designation of R-R (Rural Residential) to C-1/C-P (General Commercial).
2) **Tentative Parcel Map (TPM No. 37311):** The Project requires a subdivision of approximately 3.6 acres into 5 lots (including 1 outfall lot) to accommodate the proposed Project. Storm and surface waters converge to discharge point located in the southwestern portion of the Project site referred to as the "outfall lot."
3) **Plot Plan (PP):** The Project requires approval of a Plot Plan to develop 3.6 acres with 4 commercial retail buildings ranging in size from 2,600 square feet to 10,000 square feet with associated parking and landscaping improvements for a total maximum square footage of 26,204 square feet, a 13,383 square foot outfall area, and roadway and drainage improvements.

The IS/MND identifies impacts that require mitigation in the following topic areas: biological resources, cultural resources, geology and soils, hazards/hazardous materials, and noise. Significant and unavoidable impacts and cumulatively considerable impacts have not been identified in any of the environmental issue areas. The Project is not located on any hazardous materials sites enumerated under California Government Code Section 65962.5.

In accordance with Sections 15072(a) and (b) of the CEQA Guidelines, this public notice is posted to officially notify the public, public agencies, and responsible and trustee agencies that the required 30-day public review/comment period will commence on **January 31, 2018 and conclude on March 1, 2018.** Any written comments (via email or letter) on the IS/MND must be submitted no later than 5 P.M. on **March 1, 2018.** Written comments may be mailed to Matthew C. Bassi, Planning Director, City of Wildomar Planning Department, 23873 Clinton Keith Road, Suite 201, Wildomar, CA 92595. Email comments can be sent to mbassi@cityofwildomar.org. The Planning Commission is tentatively scheduled to review the IS/MND and proposed development project/applications at a special meeting on April 18, 2018.

Posted: January 30, 2018




G:\2017\17-0015\GIS\Aerial.mxd; Map revised 14 Aug 2017

Sources: Helix Environmental, 2016, Riverside Co. GIS, 2017; USDA NAIP, 2016.

0 500 1,000 Feet

**Aerial Map**

Wildomar Crossing Retail Center

ALBERT A. WEBB ASSOCIATES

# ATTACHMENT A – EXHIBIT 4

## Mitigation Monitoring & Reporting Program (MMRP)

# WILDOMAR CROSSINGS RETAIL CENTER PROJECT (16-0134)
# MITIGATION MONITORING AND REPORTING PROGRAM

## 1. INTRODUCTION

This document is the Mitigation Monitoring and Reporting Program (MMRP) for the Wildomar Crossings Retail Center Project (PA No. 16-0134) (SCH #2018011054). This MMRP has been prepared pursuant to California Public Resources Code Section 21081.6, 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." An MMRP is required for the proposed Project because the Initial Study/Mitigated Negative Declaration (IS/MND) has identified significant adverse impacts, and measures have been identified to mitigate those impacts.

## 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 are responsible for various aspects of the Project. The MMRP identifies the department with the responsibility for ensuring the measure is completed; however, it is expected that one or more departments will coordinate efforts to ensure compliance.

The MMRP is presented in tabular form on the following pages. The components of the MMRP are described briefly below.

- **Mitigation Measure:** The mitigation measures are taken from the Initial Study/Mitigated Negative Declaration, in the same order they appear in the IS/MND.
- **Timing:** Identifies at which stage of the Project the mitigation must be completed.
- **Monitoring Responsibility:** Identifies the City department with responsibility for mitigation monitoring.
- **Verification (Date and Initials):** Provides the initials of the contact who reviewed the mitigation measure and the date the measure was determined complete.

Because the Project is of statewide, regional, or area-wide importance, any transportation information generated by this monitoring or reporting program will be submitted to the California Department of Transportation (Caltrans).

| | Mitigation Measure | Timing | Monitoring Responsibility | Verification (Date and Initials) |
|---|---|---|---|---|
| **Biological Resources** | | | | |
| **BIO-1** | Within 30 days prior to initiating ground-disturbance activities, the Project applicant shall retain a qualified biologist to complete a pre-construction take avoidance survey in accordance with the MSHCP. If the take avoidance survey is negative and burrowing owls (BUOWs) are confirmed to be absent, then ground-disturbing activities shall be allowed to commence, and no further mitigation shall be required.<br>If the survey is positive and BUOWs are confirmed to be present, the Project applicant shall consult with the CDFW and prepare and implement a project-specific BUOW mitigation plan. The plan shall be reviewed and approved by the CDFW. To avoid take, any impacted individuals shall be relocated outside of the impact area by a qualified biologist using passive or active methodologies approved by CDFW. The Project applicant shall further mitigate BUOW-occupied habitat in accordance with the MSHCP. | Prior to/during any vegetation removal or ground-disturbing activities | City of Wildomar Planning and Public Works Department | |
| **BIO-2** | Vegetation clearing/grubbing, ground disturbance (e.g., grading, earth moving, 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 seven (7) days prior to the start of vegetation clearing/grubbing. As determined necessary by the biologist, surveys for nesting birds may be required to | No more than seven days prior to any vegetation removal or ground-disturbing activities | City of Wildomar Planning Department | |

| | Mitigation Measure | Timing | Monitoring Responsibility | Verification (Date and Initials) |
|---|---|---|---|---|
| | 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 Project applicant, the City, the CDFW, and the USFWS, as needed.<br>If raptors or other protected avian nests are identified during the above surveys, the qualified biologist shall notify the Project applicant, the City, the CDFW, and the USFWS, 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. | | | |
| **BIO-3** | The following construction-related best management practices (BMPs) shall be implemented during vegetation clearing/grubbing, ground disturbance (e.g., grading, earth moving, excavation, use of heavy equipment), and construction activities to avoid impacts to potentially occurring special-status and/or sensitive wildlife species:<br>o Prior to vegetation clearing/grubbing, a biological monitor shall conduct a pre-construction meeting with the construction crew to identify appropriate access route(s) in and out of the construction area and review of Project boundaries.<br>o 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.<br>o Following construction, a qualified biologist shall ensure temporarily disturbed vegetated areas are | Prior to/during any vegetation removal or ground-disturbing activities | City of Wildomar Planning Department | |

| | Mitigation Measure | Timing | Monitoring Responsibility | Verification (Date and Initials) |
|---|---|---|---|---|
| | returned to pre-Project contours using a local native plant hydroseed mix. | | | |
| **BIO-4** | To meet the criteria of a biologically equivalent or superior alternative, the applicant shall implement the following measures:<br>o Acquisition of a total of 0.11 acres in lieu fee credits from Riverside-Corona Resource Conservation District In-Lieu Fee Program rehabilitation credits (or other approved mitigation bank) to offset impacts to riparian/riverine resources at a 3:1 ratio for southern willow scrub (0.06 acres), a ratio of 2:1 for eucalyptus vegetated streambed (0.01 acres), and a 2:1 ratio for sheet flow (0.04 acres).<br>o Off-set impacts to riprap stream bed (0.02 acres) through on-site replacement of the rip/rap at a 1:1 ratio.<br>o Avoidance of the 0.16 acres of riparian/riverine habitat and associated buffer through installation of a protective barrier that shall consist of a fence with signage, and/or other appropriate mechanisms in accordance with the MSHCP to limit unauthorized access, with specific barrier(s) to be used incorporated into the final Project plans/landscaping documents.<br>o Placement of the 0.16 acres of riparian/riverine habitat and associated buffer into a restrictive covenant to stay with the land in perpetuity to be approved and signed for the protection of the lot prior to the start of grading.<br>Compliance monitoring of the 0.16 acres of riparian /riverine habitat and associated buffer shall be conducted by Urban Corps who shall conduct annual trash removal and compliance monitoring. Urban Corps shall provide an annual compliance monitoring letter, memo, or similar mechanism to meet the requirements of California Department of Fish and Wildlife, United States Fish and | Prior to/during any vegetation removal or ground-disturbing activities | City of Wildomar Planning Department | |

| | Mitigation Measure | Timing | Monitoring Responsibility | Verification (Date and Initials) |
|---|---|---|---|---|
| | Wildlife, and the City of Wildomar, along with MSHCP compliance. Funding for compliance monitoring shall be the sole responsibility of the owner to be named in the restrictive covenant to be approved and signed for protection of the lot prior to the start of grading. | | | |
| **BIO-5** | During Construction, the applicant shall remove the eucalyptus trees present in and adjacent to the streambed. The trees shall be cut and removed from the site, with the roots treated and left in place to protect the streambank. | Prior to/during any vegetation removal or ground-disturbing activities | City of Wildomar Planning Department | |
| **BIO-6** | The Project shall avoid 0. 16 acres of riparian/riverine habitat in the southwestern corner of the site. Any fuel modification associated with the Project shall not occur within the riparian/riverine habitat area in the southwest corner of the Project site. | Prior to/during any vegetation removal or ground-disturbing activities | City of Wildomar Planning Department | |
| **BIO-7** | No manufactured slopes associated with the Project shall extend into the avoided riparian/riverine habitat area located in the southwestern corner of the site. | Prior to/during any vegetation removal or ground-disturbing activities | City of Wildomar Planning Department | |
| **BIO-8** | During construction the applicant shall implement the following measures to minimize indirect impacts to riparian/riverine resources:<br>▪ Use of standard Best Management Practices (BMPs) shall be used during construction.<br>▪ Construction-related equipment shall be stored in upland areas, outside of drainages:<br>o Use of Source Control BMPS shall include: landscape planning, roof runoff controls, trash storage areas, use of alternative building materials, and education of future tenants;<br>o Use of Treatment control BMPs shall include the use of detention basins, vegetated swales (bio-swales), and drain inlets; and | Prior to/during any vegetation removal or ground-disturbing activities | City of Wildomar Planning Department | |

| Mitigation Measure | | Timing | Monitoring Responsibility | Verification (Date and Initials) |
|---|---|---|---|---|
| | o Water quality BMPs shall be implemented throughout the Project to capture and treat contaminants. | | | |
| **BIO-9** | Clearing and grubbing shall not be conducted outside of the avian breeding season (generally February 1 to August 31) unless a qualified biologist demonstrates that all nesting is complete through completion of a Nesting Bird Clearance Survey which shall be submitted to the County of Riverside Environmental Programs Department for review and approval. | Prior to/during any vegetation removal or ground-disturbing activities | City of Wildomar Planning Department/County of Riverside Environmental Programs Department | |
| **BIO-10** | The following measures shall be implemented to reduce the edge effects into the riparian and sensitive habitats that are intended to be preserved on-site:<br>▪ BMPs will be implemented to maintain water quality, all runoff will be treated prior to existing the site to reduce pollutants of concern, and there will be no increase in water flow from the Project site.<br>▪ The Project shall not drain into any MSHCP Conservation Area.<br>▪ The Project shall not discharge toxics into any MSHCP Conservation Area.<br>▪ No plants included on the California Exotic Pest Plan Council's list of invasive species or in Table 6-2 of the MSHCP will be used in any Project landscape anywhere on the site and only native species will be planted.<br>▪ Night lighting will be selectively placed and directed/shielded away from sensitive habitat. | Prior to/during any vegetation removal or ground-disturbing activities and outdoor lighting during construction and Project operations | City of Wildomar Planning Department | |
| **BIO-11** | Impacts to federal jurisdictional features shall require a CWA Section 404 Permit from the USACE and a CWA Section 401 Water Quality Certification from the RWQCB. Impacts to state jurisdictional features shall require a Streambed Alteration Agreement from the CDFW. Prior to the issuance of any grading permit for permanent impacts in the areas | Prior to/during any vegetation removal or ground-disturbing activities | City of Wildomar Planning & Engineering Departments | |

| | Mitigation Measure | Timing | Monitoring Responsibility | Verification (Date and Initials) |
|---|---|---|---|---|
| | designated as jurisdictional features, the Project applicant shall obtain all regulatory permits from the USACE, RWQCB, and CDFW. | | | |
| **BIO-12** | The Project shall be kept clean of debris and all food-related trash items shall be enclosed in sealed containers and regularly removed from site. | Prior to/during any vegetation removal or ground-disturbing activities | City of Wildomar Planning & Engineering Departments | |
| **BIO-13** | During construction, employees shall strictly limit their activities, vehicles, equipment and construction material to the Project site, staging areas, and designated routes of travel. | Prior to/during any vegetation removal or ground-disturbing activities | City of Wildomar Planning & Engineering Departments | |
| **BIO-14** | During construction, Project impact limits shall be fenced with orange snow screen and exclusion fencing shall be maintained until the completion of construction activities. | Prior to/during any vegetation removal or ground-disturbing activities | City of Wildomar Planning & Engineering Departments | |
| **Cultural Resources** | | | | |
| **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 and Soboba Tribes may assign individuals to monitor all grading, excavation and groundbreaking activities as well, as per **CUL-3** below, 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 Tribe(s) are satisfied that construction will not disturb cultural resources. | During any ground-disturbing construction activities | City of Wildomar Building and Planning Departments | |
| **CUL-2** | Prior 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 | Prior to any ground-disturbing construction activities. | City of Wildomar Building and Planning Departments | |

| | Mitigation Measure | Timing | Monitoring Responsibility | Verification (Date and Initials) |
|---|---|---|---|---|
| | observation which will be determined in consultation with the Tribe(s) that intend to assign Tribal monitor(s) pursuant to **CUL-1**, above. 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. | | | |
| **CUL-3** | Prior to the issuance of any grading permit, the Project applicant shall contact the Pechanga and Soboba Tribes with notification of the proposed grading and shall enter into individual Tribal Cultural Resources Treatment and Monitoring Agreements with each Tribe that determines its tribal cultural resources may be present on the site. The agreement(s) 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 the 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 agreement(s) shall not conflict with any of these mitigation measures or with State law. A copy of the signed agreement(s) shall be provided to the Planning Director and Building Official prior to issuance of the first grading permit. | Prior to any ground-disturbing activities | City of Wildomar Building and Planning Departments | |
| **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 a qualified archaeologist and the Tribal monitor(s). Any cultural resources that are discovered shall be evaluated and a final report prepared by the qualified archaeologist. The report shall include a list of | During grading or construction activities | City of Wildomar Building and Planning Departments | |

| Mitigation Measure | Timing | Monitoring Responsibility | Verification (Date and Initials) |
|---|---|---|---|
| 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 identified resources. The archaeologist shall take into account the significance of a resource to the appropriate Tribe in making the determination that a resource is or is not a tribal cultural resource. If the archaeologist determines the cultural resources to be either historic resources or unique archaeological resources, but not tribal cultural 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. If the qualified archeologist determines the cultural resources to be tribal cultural resources, mitigation shall be consistent with the Tribal Cultural Resources Treatment and Monitoring Agreement required by mitigation measure **CUL-3** and Public Resources Code Section 21084.3. For all other cultural resources discovered on the Project site, the Project archaeologist shall assess the significance of such resources based on the provisions of CEQA with respect to archaeological resources and all significant cultural resources shall be curated according to the current professional repository standards. The collections and associated records shall be transferred, including title, to a curation facility, that meets the standards set forth in 36 CFR Part 79 for federal repositories. If the Project applicant, Project archaeologist, and Tribe cannot agree on the significance of, avoidance of, or mitigation for such resources, then the Project applicant and the Tribe shall agree on an independent qualified archeologist who shall make the determination based on the information submitted by the Tribe, the religious beliefs, customs, and | | | |

| | Mitigation Measure | Timing | Monitoring Responsibility | Verification (Date and Initials) |
|---|---|---|---|---|
| | practices of the Tribe, and the provisions of the California Environmental Quality Act regarding tribal cultural resources. The decision of the independent qualified archeologist may be challenged by the City, Project applicant or the Tribe through any appropriate legal means including, but not limited to, a temporary restraining order or preliminary injunction. | | | |
| **CUL-5** | 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 twenty-four (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 and the Agreement required under **CUL-2**, above. | During any ground-disturbing construction activities | City of Wildomar Engineering and Planning Departments | |
| **CUL-6** | If during ground disturbance activities unique cultural resources are discovered, that were not assessed by the archaeological report(s) and/or environmental assessment conducted prior to Project approval, the following procedures shall be followed. Unique cultural resources are defined, for this condition, as being multiple artifacts in close association with each other, but may include fewer artifacts if the area of the find is determined to be of significance due to its sacred or cultural importance. (1) All ground disturbance activities within 100 feet of the | During any ground-disturbing construction activities | City of Wildomar Engineering and Planning Departments | |

| | Mitigation Measure | Timing | Monitoring Responsibility | Verification (Date and Initials) |
|---|---|---|---|---|
| | discovered cultural resources shall be halted until a meeting is convened between the developer, the archaeologist, the appropriate Native American tribal representative(s) and the planning director to discuss the significance of the find. (2) At the meeting, the significance of the discoveries shall be discussed and after consultation with the tribal representative(s) and the archaeologist, a decision shall be made, with the concurrence of the planning director, as to the appropriate mitigation (documentation, recovery, avoidance, etc.) for the cultural resources. (3) Grading or further ground disturbance shall not resume within the area of the discovery until an agreement has been reached by all parties as to the appropriate mitigation. | | | |
| **Geology and Soils** | | | | |
| **GEO-1** | The Project applicant shall incorporate the recommendations of the Preliminary Geotechnical investigation dated May 21, 2009, prepared by Construction Testing and Engineering, Inc. (**Appendix 6.0A**) and the Geotechnical Update Report dated October 10, 2016, prepared by CTE South (**Appendix 6.0B**) as amended by the final geotechnical investigation that is prepared after the grading for the Project is complete, which amendment shall be approved by the Building Official and Public Works Director and incorporated into the Project plans for the proposed Project. The Building Official and Public Works Director shall confirm that 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, and seismic settlement, to ensure that all structures built on site are protected from damage and | Prior to any ground-disturbing construction activities and after initial grading subject to approval of a final geotechnical investigation | City of Wildomar Planning Department and Building and Safety Department | |

| | Mitigation Measure | Timing | Monitoring Responsibility | Verification (Date and Initials) |
|---|---|---|---|---|
| | safety hazards associated with ground failure such as lateral spreading, subsidence, liquefaction, and collapse, 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. | | | |
| **GEO-2** | To prevent the potential for damage associated with ground settlement potential resulting from a seismic event, the Project applicant shall incorporate the remedial grading and excavations and seismic design criteria recommendations of the Geotechnical Update Report dated October 10, 2016, prepared by CTE South (**Appendix 6.0B**). | Reviewed as part of the construction plans, and verified prior to occupancy | City of Wildomar Planning Department and Building and Safety Department | |
| **GEO-3** | 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 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. | During any ground-disturbing construction activities | City of Wildomar Engineering and Planning Departments | |

| | Mitigation Measure | Timing | Monitoring Responsibility | Verification (Date and Initials) |
|---|---|---|---|---|
| **Hazards and Hazardous Materials** | | | | |
| **HAZ-1** | During ground disturbing activities, any pipes encountered shall be evaluated for asbestos by a registered and licensed asbestos contractor and, if asbestos is found, the registered and licensed asbestos contractor shall specify the proper removal or asbestos control before ground disturbing activities resume. | During grading or construction activities | City of Wildomar Building and Planning Departments | |
| **HAZ-2** | Prior to the issuance of building permits, the Applicant shall demonstrate to the satisfaction of the Building Official and County Fire Chief, compliance with all applicable state and local building standards, including those for materials and construction methods intended to mitigate wildfire exposure as described in the 2016 California Building Code (or most recent edition); specifically Chapter 7A, California Referenced Standards Code Chapter 12-7A, and California Fire Code Chapter 49. | Prior to issuance of building permits | City of Wildomar Fire and Planning Departments | |
| **HAZ-3** | Prior to the issuance of a certificate of occupancy, the Applicant shall demonstrate to the satisfaction of the Building Official and County Fire Chief, compliance with the vegetation management requirements prescribed in California Fire Code Section 4906, including California Government Code Section 51182. | Prior to occupancy | City of Wildomar Fire and Planning Departments | |
| **Noise** | | | | |
| **NOI-1** | Construction Noise Impacts. The following shall apply during the construction phase of the Project:<br>1. Prior to approval of grading plans and/or issuance of building permits, plans shall include a note indicating that noise-generating Project construction activities shall only occur between the hours of 6:00 a.m. and 6:00 p.m. during the months of June through September, and between the hours of 7:00 a.m. and 6:00 p.m. during the months of October through May (City of | During all Project site construction | City of Wildomar Planning and Public Works Departments | |

| | Mitigation Measure | Timing | Monitoring Responsibility | Verification (Date and Initials) |
|---|---|---|---|---|
| | Wildomar Municipal Code, Section 9.48.020 (I)). The Project construction supervisor shall ensure compliance with the note and the City shall conduct periodic inspection at its discretion.<br>2. During all Project site construction, the construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturers' standards. The construction contractor shall place all stationary construction equipment so that emitted noise is directed away from the noise sensitive receptors nearest the Project site.<br>3. The construction contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and noise-sensitive receivers nearest the Project site (i.e., to the center) during all Project construction.<br>4. The construction contractor shall limit haul truck deliveries to the same hours specified for construction equipment (between the hours of 6:00 a.m. and 6:00 p.m. during the months of June through September, and between the hours of 7:00 a.m. and 6:00 p.m. during the months of October through May). The contractor shall design delivery routes to minimize the exposure of sensitive land uses or residential dwellings to delivery truck-related noise. | | | |
| **NOI-2** | A construction noise mitigation plan shall be prepared and submitted to the City Staff for review and approval prior to start of construction. The plan shall identify the location of construction equipment and activity, proximity to identified noise receptors, and demonstrate either a minimum 10 dBA reduction in noise levels off-site, or that noise levels would not exceed 85 dBA at any time when measured at the nearest property line of noise receptors. Methods to | During all Project site construction | City of Wildomar Planning and Public Works Departments | |

| Mitigation Measure | | Timing | Monitoring Responsibility | Verification (Date and Initials) |
|---|---|---|---|---|
| | mitigate construction noise in the plan may include (but shall not be limited to):<br>▪ Install temporary noise control barriers, or equally effective noise protection measures. The noise barriers shall be maintained and any damage promptly repaired. Noise control barriers and associated elements shall be completely removed and the site appropriately restored upon the conclusion of the construction activity.<br>▪ During all Project site construction, the construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturers' standards. The construction contractor shall place all stationary construction equipment so that emitted noise is directed away from the noise-sensitive receivers nearest the Project site.<br>▪ The construction contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and noise-sensitive receivers nearest the Project site during all Project construction. | | | |
| **NOI-3** | Exterior Noise Levels. Construct the recommended minimum 5-foot high screening barriers at the Major A and Pad 3 buildings within the Project site as per Noise Impact Analysis prepared by Urban Crossroads dated November 16, 2017 (Appendix 10.0). The screening barriers shall provide a weight of at least 4 pounds per square foot of face with no decorative cutouts or line-of-sight openings between shielded areas and the equipment, or a minimum transmission loss of 20 dBA (per the Federal Highway Administration noise barrier guidelines). | area Plan check and construction | City of Wildomar Planning Department | |

# WILDOMAR CROSSINGS

CLINTON KEITH ROAD AND STABLE LANES ROAD
WILDOMAR, CA

PLOT PLAN SUBMITTAL
DECEMBER 12, 2017

CONDITIONALLY APPROVED
☐ BY THE PLANNING DEPARTMENT
☐ BY THE PLANNING DIRECTOR
☐ BY THE PLANNING COMMISSION
☒ BY THE CITY COUNCIL
...FOR THE CITY OF WILDOMAR ON 5/9/18
APPLICATION NOS. PA16-0134
PLANNER DBass - Expires 5/9/20

## PROJECT DIRECTORY

**APPLICANT:**
MANN PROPERTY COMPANY
P.O. BOX 77564
SAN FRANCISCO, CA 94107
CONTACT: ROB MANN
PHONE: (415) 990-3378

**APPLICANT:**
MANN PROPERTY COMPANY
P.O. BOX 77564
SAN FRANCISCO, CA 94107
CONTACT: JIM ROACHELLE
PHONE: (925) 250-7118

**ARCHITECT/ LANDSCAPE ARCHITECT:**
DAVID BABCOCK & ASSOCIATES
3581 MOUNT DIABLO BLVD., SUITE 235
LAFAYETTE, CA. 94549
CONTACT: JEFF BERBERICH
PHONE: (925) 283-5070

**CIVIL ENGINEER/SURVEY:**
SWS ENGINEERING, INC.
261 AUTUMN DRIVE #115
SAN MARCOS, CA 92069
CONTACT: MICHAEL SCHWEITZER
PHONE: (760) 444-0011

**TRAFFIC/ NOISE/ AQ/ GHG**
URBAN CROSSROADS
41 CORPORATE PARK, SUITE 300
IRVINE, CA 92606
CONTACT: ARIC EVATT, CHARLENE SO
PHONE: (949) 660-1994

**BIOLOGICAL CONSULTANT**
HELIX ENVIRONMENTAL PLANNING INC.
7578 EL CAJON BOULEVARD
LA MESA, CA 91942
CONTACT: KARL OSMUNDSON, ROBERT HOGENAUER
PHONE: 619-462-1515

**GEOTECHNICAL ENGINEER**
CONSTRUCTION TESTING & ENGINEERING, INC. (CTE)
14538 MERIDIAN PKWY, SUITE A
RIVERSIDE, CA 92518
CONTACT: ROBERT ELLERBUSCH
PHONE: (951) 571-4081

**PHASE 1 ENGINEER**
EEI
2195 FARADAY AVENUE, SUITE K
CARLSBAD, CA 92008
CONTACT: BRIAN BRENNAN, POLLY IVERS
PHONE: 760-431-3747

**PHOTOMETRICS**
EDESIGNC
582 MARKET STREET, SUITE 400
SAN FRANCISCO, CA 94104
CONTACT: STEPHEN HOWARTER
PHONE: 415-963-4303

## UTLILITY PROVIDERS

Water: Elsinore Valley Municipal Water District
951-674-3146
Sewer-Elsinore Valley Municipal Water District
951-674-3146
Gas: Southern California Gas Company
800-427-2200
Electric: Southern California Edison Company
800-611-1911
Telephone- Time Warner Cable
951-268-3165

School District: Lake Elsinore Unified School District
951-253-7000




## VICINITY MAP

N.T.S.

NORTH

## PROJECT DATA

| | |
|---|---|
| PROJECT LOCATION: | WILDOMAR CROSSINGS<br>CLINTON KEITH ROAD AND STABLE LANES ROAD<br>WILDOMAR, CA |
| PARCEL NUMBERS: | APN 380-120-03<br>380-120-04 |
| CURRENT ZONING:<br>PROPOSED ZONING: | • RR (RURAL RESIDENTIAL)<br>• C-1/C-P GENERAL COMMERCIAL |
| JURISDICTION: | CITY OF WILDOMAR, CALIFORNIA |
| BOUNDARY INFORMATION: | THIS PLAN HAS BEEN PREPARED BY USING SITE DATA INFORMATION FROM SWS ENGINEERING INC. DATED MAY 2016 |
| FIRE PROTECTION: | THESE BUILDINGS WILL BE SPRINKLED PER BUILDING CODE REQUIREMENTS |
| OCCUPANCY GROUPS: | M , A2 AND M2 |
| TYPE OF CONSTRUCTION: | V.B |

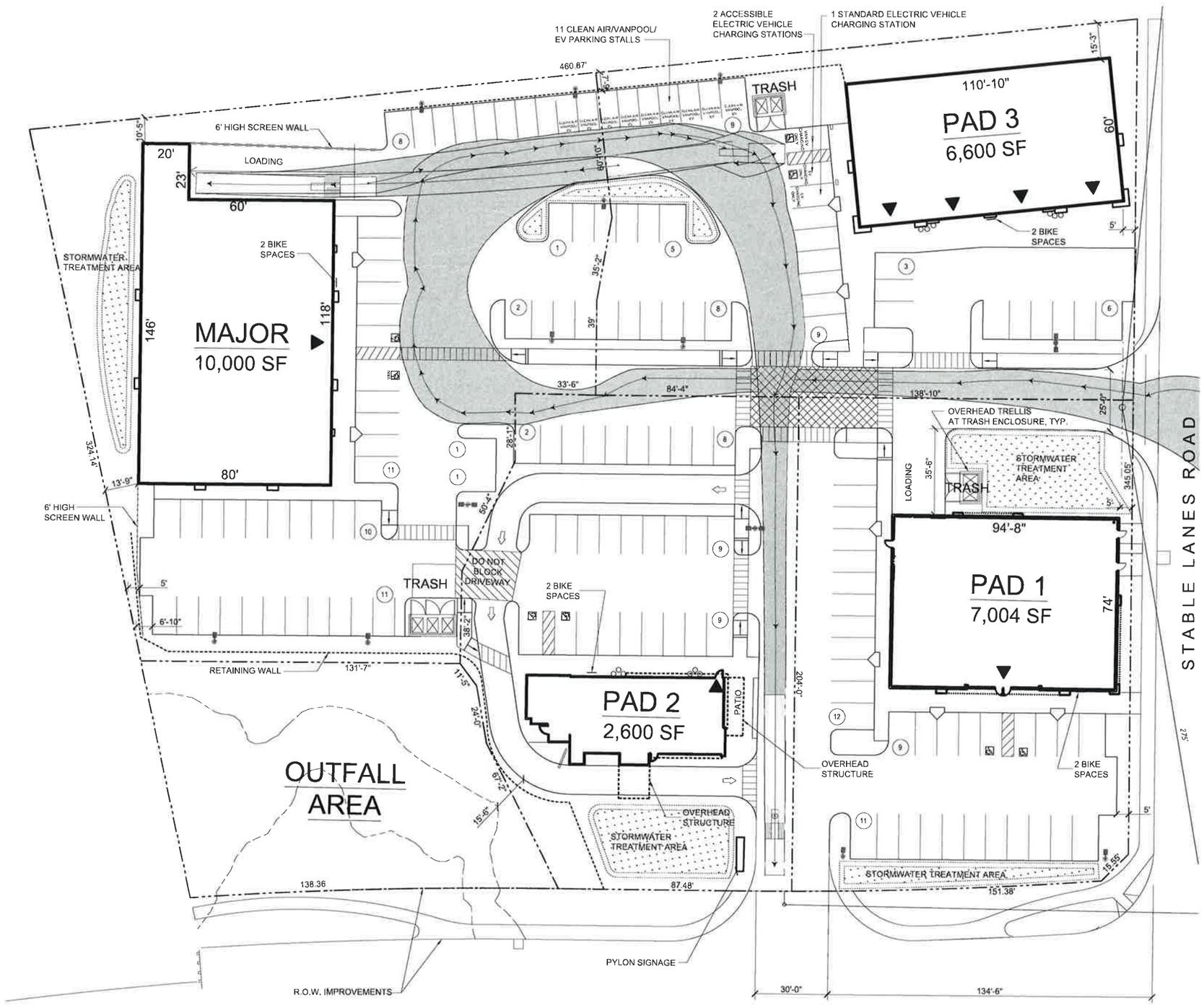
THIS PROJECT SHALL COMPLY WITH THE CURRENT ADOPTED EDITION OF CALIFORNIA CONSTRUCTION CODES AND ALL CITY OF WILDOMAR MUNICIPAL ORDINANCES.

## SHEET INDEX


1. TITLE SHEET
2. PRELIMINARY SITE PLAN
3. PRELIMINARY GRADING PLAN
4. PRELIMINARY UTILITY PLAN
5. CIVIL PLAN
6. PRELIMINARY STORMWATER INFO.
7. PRELIMINARY LANDSCAPE PLAN
8. HYRDOZONE PLAN
9. PHOTOMETRIC STUDY
10. MAJOR BUILDING ELEVATIONS
11. PAD 1 BUILDING ELEVATIONS
12. PAD 2 BUILDING ELEVATIONS
13. PAD 3 BUILDING ELEVATIONS
14. PYLON SIGN/ PAD BUILDING SIGNAGES/ TRASH ENCLOSURE
15. MATERIALS BOARD
16. MAJOR PAD BUILDING FLOOR PLAN AND ROOF PLAN
17. PAD 1 BUILDING FLOOR PLAN AND ROOF PLAN
18. PAD 2 BUILDING FLOOR PLAN AND ROOF PLAN
19. PAD 3 BUILDING FLOOR PLAN AND ROOF PLAN



DBA #1427
DB+A
DAVID BABCOCK + ASSOCIATES
ARCHITECTURE PLANNING LANDSCAPE
3581 MT. DIABLO BLVD. SUITE 235
LAFAYETTE, CA. (PLEDMONT 94549)
T. 925.283.5070




## Project Data

| | |
|---|---|
| Client: | MANN PROPERTY CO.<br>P.O. BOX 77564<br>SAN FRANCISCO, CA 94107 |
| Project Address: | Clinton Keith Road and Stable Lanes Road,<br>Wildomar, CA |

## Site Data

| | |
|---|---|
| Parcel Area: | 3.28 AC (143,312 s.f.) |
| Jurisdiction: | City of Wildomar |
| Zoning: | |
| Existing: | RR |
| Proposed: | C-1/ C-P |
| Boundaries Information: | THIS PLAN HAS BEEN PREPARED BY USING SITE DATA INFORMATION FROM SWS ENGINEERING INC. DATED JUNE 2017 |

## Building/ Parking Data

| BUILDING AREA: | | PARKING PROVIDED: | PARCEL SF: |
|---|---|---|---|
| MAJOR = | 10,000 SF | 46 CARS (4.6/1,000) | 44,380 |
| PAD 1= | 7,004 SF | 32 CARS (4.5/1,000) | 27,946 |
| PAD 2 = | 2,600 SF | 27 CARS (10.4/1,000) | 25,382 |
| PAD 3 = | 6,600 SF | 40 CARS (6.1/1,000) | 32,221 |
| **TOTALS** | **26,204 SF** | **145 CARS (5.5/1,000)** | **129,929 (SUBTOTAL)** |
| OUTFALL AREA= | | | 13,383 |
| **TOTAL PARCEL AREA** | | | **143,312 SF** |

Accessible Parking Stalls:

| | |
|---|---|
| Required: | 5 Stalls |
| Provided: | 8 Stalls (2 Van, 6 Standard) |

Bicycle Parking:

| | |
|---|---|
| Required: | 8 Spaces (5% of Total Parking Required) |
| Provided: | 8 Spaces |

Electric Vehicle Parking:

| | |
|---|---|
| Required: | 11 Stalls (per 2016 CAL Green Code Table 5.106.5.2) |
| Provided: | 11 Stalls |

Electric Vehicle Charging Stations (EVCS):

| | |
|---|---|
| Required: | 1 Van Accessible (per 2016 CBC Code Table 11B.228.3.1)<br>+ 1 Standard Accessible (per 2016 CBC Code Table 11B.228.3.1)<br>1 Standard EVCS |
| Provided: | 3 Charging Stations |

LEGEND:

New Light Fixture

DBA #1427
DB+A
DAVID BABCOCK + ASSOCIATES
ARCHITECT, PLANNING LANDSCAPE
3581 MT. DIABLO BLVD. SUITE 233
LAFAYETTE, CALIFORNIA 94549
T 925.283.3075

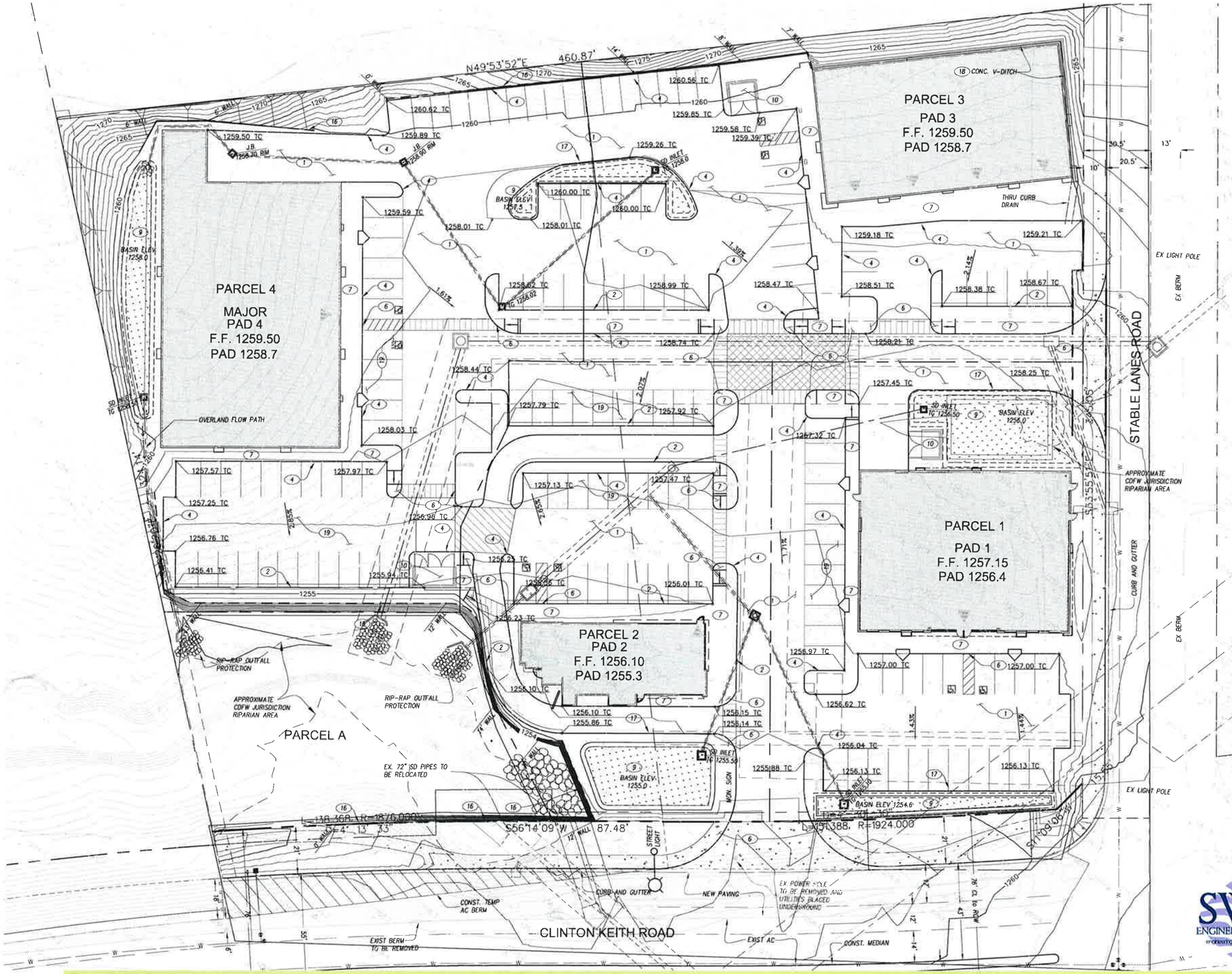
# WILDOMAR CROSSINGS

PROPOSED SITE PLAN

TRUE NORTH

SCALE 1"= 20'
DECEMBER 12, 2017

SHEET 2 of 19




## EARTHWORK

| | RAW | x % SHRINKAGE | TOTAL |
|---|---|---|---|
| CUT | 7,900 CY | – | 7,900 CY |
| FILL | 11,900 CY | – | 11,900 CY |
| IMPORT | | | 4,000 CY |

NOTE:
EARTHWORK QUANTITIES ARE ESTIMATES ONLY AND SHALL BE VERFIED BY THE CONTRACTOR TO ITS OWN SATISFACTION.

## CONSTRUCTION NOTES:

1. 3.5" AC OVER 11.5" AB PER SOILS REPORT RECOMMENDATION
2. CONSTRUCT 6" CURB AND GUTTER
4. CONSTRUCT 6" CURB
5. CONSTRUCT 0" CURB
6. CONSTRUCT HANDICAP RAMP
7. WALKWAY PER ARCHITECT PLANS
8. CONSTRUCT VALLEY GUTTER PER DETAIL SHEET 6
9. CONSTRUCT BIOFILTRATION BASIN PER DETAIL SHEET 6
10. TRASH ENCLOSURE PER ARCHITECTURAL PLANS
15. WALL PER STRUCTURAL PLAN
16. RETAINING WALL
17. 2' CURB OPENING @ 9' O.C.
18. CONSTRUCT V-DITCH
19. PERMEABLE PAVING SECTION

*NOTES:*

*1. VEHICULAR ACCESS OFF CLINTON KEITH SHALL BE RIGHT IN AND RIGHT OUT ONLY.*

*2. CLINTON KEITH AND STABLE LANES SHALL BE DESIGNATE 'NO PARKING'.*

SWS ENGINEERING, INC.
CIVIL ENGINEERING • LAND PLANNING • SURVEYING
261 Autumn Drive, Suite 115, San Marcos, CA 92069
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31045 Temecula Parkway, Suite 201, Temecula, CA 92592
P: 951-296-3409 F: 951-587-3455

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DAVID BABCOCK + ASSOCIATES
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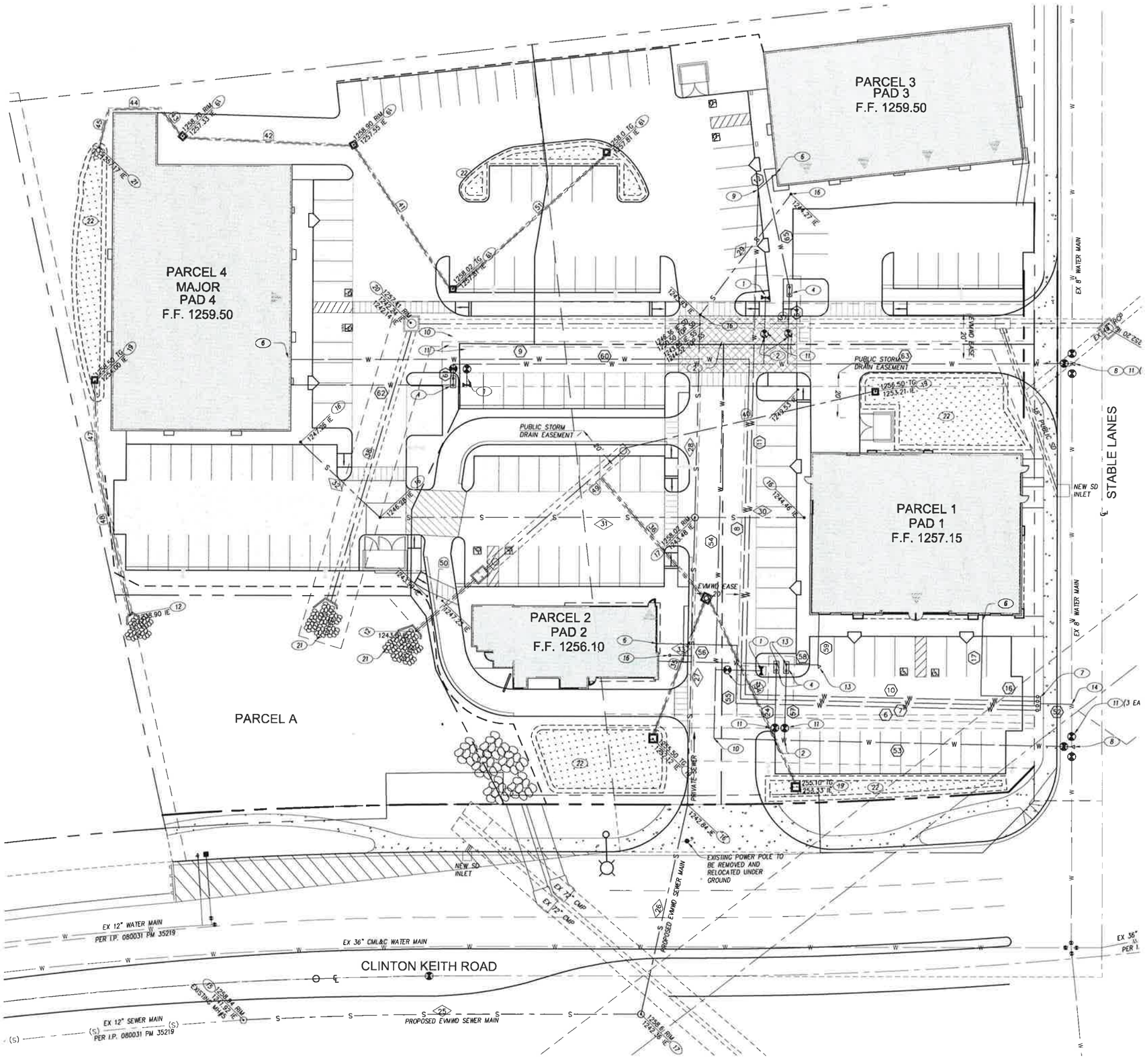
LAFAYETTE, CALIFORNIA 94549
T: 925.283.5070

# WILDOMAR CROSSING

PRELIMINARY GRADING PLAN

C1.0




## CONSTRUCTION NOTES:

1. FIRE HYDRANT ASSEMBLY PER EVMWD STD. DWG. W-7
2. PIPE TEE WITH RESTRAINED JOINTS
3. –
4. 6" DOUBLE CHECK VALVE ASSEMBLY PER EVMWD STD. DWG. W-23 WITH FIRE DEPARTMENT CONNECTION PER APPROVED MATERIAL LIST
5. FDC/PIV WITH GATE VALVE
6. 2" DOMESTIC P.O.C. SEE PLUMBING PLANS FOR CONTINUATION
7. 2" WATER METER PER EVMWD STD. DWG. NO. W-9
8. 8X8X8 TEE WITH THRUST BLOCK
9. 45° BEND WITH RESTRAINED JOINTS
10. 8" 90° ELBOW WITH RESTRAINED JOINTS
11. WATER MAIN GATE VALVE PER EVMWD STD. DWG. W-13
12. HEADWALL PER CALTRANS STD DWG D90
13. THRUST BLOCK
14. 8X8X4 TEE WITH THRUST BLOCK
15. POC WITH SEWER MAIN ON CLINTON KEITH
16. SEWER CLEAN OUT PER EVMWD STD DWG S-12
17. SEWER MANHOLE PER EVMWD STD DWG S-8
18. 2'x2' JUNCTION BOX
19. 24"X24" PRE-CAST CATCH BASIN
20. MANHOLE 2 PER R.C.F.C STD DWG 252
21. ROCK ENERGY DISSIPATER PER RCFC STD DWG JS233
22. BIO-BASIN PER DETAIL SHEET 4
23. –

NOTE:

1. SEE SHEET 6 FOR DATA TABLES (STORM, SEWER, WATER).

20 10 0 20 40 60
SCALE IN FEET
GRAPHIC SCALE

# WILDOMAR CROSSING

PRELIMINARY UTILITY PLAN

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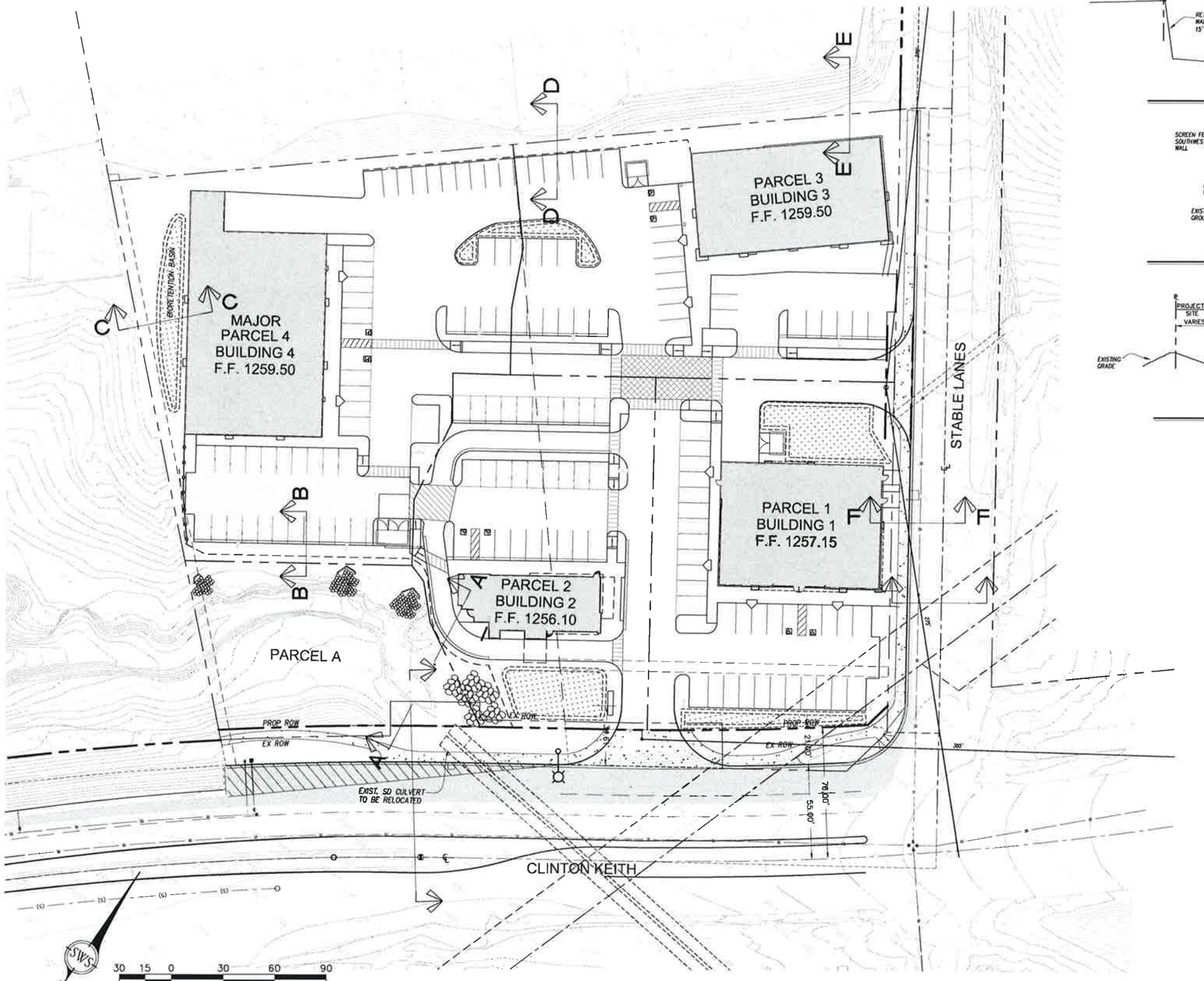
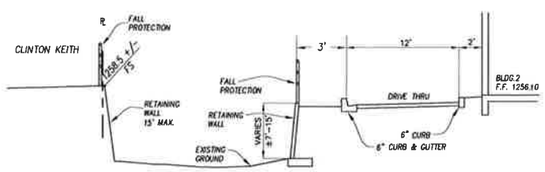
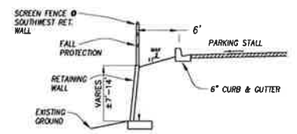
C2.0




SECTION A–A

NOT TO SCALE




SECTION B–B

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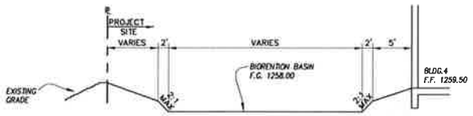


SECTION C–C

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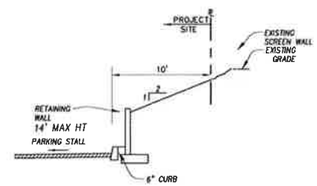
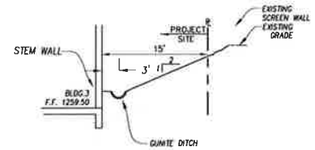


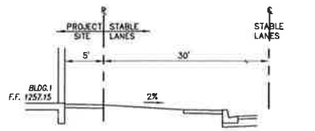

SECTION D–D

NOT TO SCALE




SECTION E–E

NOT TO SCALE




SECTION F–F

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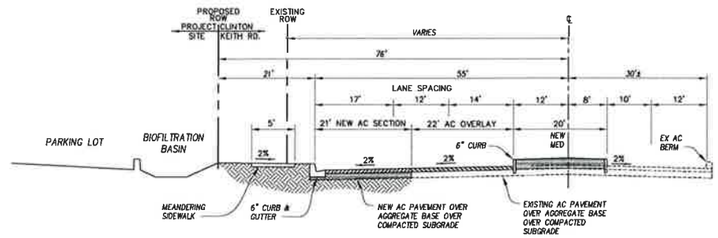
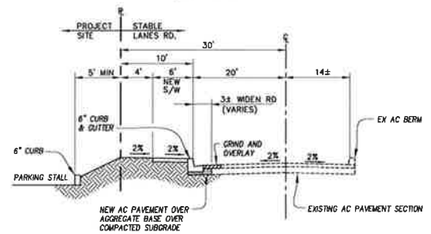



CLINTON KEITH ROAD SECTION

N.T.S. – PER COUNTY STD 91




STABLE LANES ROAD SECTION

NOT TO SCALE

SWS ENGINEERING, INC.
CIVIL ENGINEERING • LAND PLANNING • SURVEYING
261 Autumn Drive, Suite 115, San Marcos, CA 92069
31045 Temecula Parkway, Suite 201, Temecula, CA 92592
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DAVID BABCOCK + ASSOCIATES
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LAFAYETTE, CALIFORNIA 94549
T: 925.283.5070

# WILDOMAR CROSSINGS

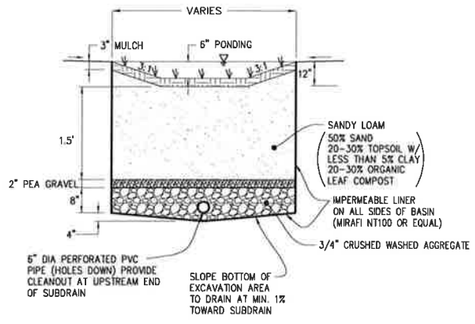
CIVIL PLAN

C3.0

| WATER DATA TABLE | | | | |
|---|---|---|---|---|
| SYM | LENGTH | RADIUS | DELTA/BRG. | DESCRIPTION |
| 6 | 134.12' | – | S57°24'50"W | 2" SCH 40 PVC |
| 7 | 132.12' | – | S57°24'50"W | 2" SCH 40 PVC |
| 8 | 150.80' | – | N32°35'10"W | 2" SCH 40 PVC |
| 9 | 204.37' | – | S56°04'07"W | 2" SCH 40 PVC |
| 10 | 130.12' | – | S57°24'50"W | 2" SCH 40 PVC |
| 11 | 223.93' | – | N32°35'10"W | 2" SCH 40 PVC |
| 12 | 5.41' | – | N14°40'53"E | 2" SCH 40 PVC |
| 16 | 24.90' | – | S57°24'50"W | 2" SCH 40 PVC |
| 17 | 33.32' | – | N32°35'10"W | 2" SCH 40 PVC |
| 24 | 30.85' | – | N32°35'10"W | 6" C-900 PVC |
| 52 | 13.85' | – | S57°24'50"W | 4" SCH 40 PVC (PUBLIC) |
| 53 | 159.81' | – | S57°24'50"W | 8" C-900 PVC (PUBLIC) |
| 54 | 166.17' | – | N32°34'53"W | 8" C-900 PVC (PUBLIC) |
| 55 | 25.74' | – | N32°35'10"W | 2" SCH 40 PVC |
| 56 | 35.92' | – | S57°24'50"W | 2" SCH 40 PVC |
| 57 | 30.83' | – | N32°35'10"W | 6" C-900 PVC |
| 58 | 14.14' | – | N57°24'50"E | 6" C-900 PVC |
| 59 | 22.34' | – | N32°35'10"W | 6" C-900 PVC |
| 60 | 120.52' | – | S56°04'07"W | 8" C-900 PVC (PUBLIC) |
| 61 | 6.23' | – | S33°55'53"E | 6" C-900 PVC |
| 62 | 72.33' | – | S56°08'35"W | 6" C-900 PVC |
| 63 | 155.83' | – | N56°04'07"E | 8" C-900 PVC (PUBLIC) |
| 64 | 18.81' | – | N32°35'10"W | 6" C-900 PVC |
| 65 | 53.37' | – | N46°27'23"W | 6" C-900 PVC |

| STORM DRAIN LINE DATA TABLE | | | | |
|---|---|---|---|---|
| SYM | LENGTH | RADIUS | DELTA/BRG. | DESCRIPTION |
| 34 | 90.36' | – | N59°22'07"W | 12" HDPE |
| 35 | 63.60' | – | S12°49'35"E | 12" HDPE |
| 36 | 70.02' | – | N74°50'04"W | 18" HDPE |
| 37 | 305.15' | – | S56°04'47"W | 48" RCP (PUBLIC RCFC) |
| 38 | 124.62' | – | S17°25'14"E | 48" RCP (PUBLIC RCFC) |
| 40 | 112.37' | – | S43°19'58"W | 12" HDPE |
| 41 | 76.19' | – | N67°56'08"W | 12" HDPE |
| 42 | 74.90' | – | S58°48'39"W | 12" HDPE |
| 43 | 15.01' | – | N72°51'09"W | 12" HDPE |
| 44 | 22.95' | – | S55°01'11"W | 12" HDPE |
| 45 | 17.77' | – | S20°04'03"E | 12" HDPE |
| 47 | 39.18' | – | S36°24'48"E | 18" HDPE |
| 48 | 65.88' | – | S46°43'45"E | 18" HDPE |
| 49 | 80.00' | – | S15°09'56"W | 60" CMP DETENTION |
| 50 | 4.90' | – | N60°09'56"E | 18" HDPE |
| 51 | 89.20' | – | S14°39'03"W | 12" HDPE |

| SEWER DATA TABLE | | | | |
|---|---|---|---|---|
| SYM | LENGTH | RADIUS | DELTA/BRG. | DESCRIPTION |
| 25 | 176.89' | – | N55°15'36"E | 12" SDR-35 SEWER (PUBLIC) |
| 26 | 95.18' | – | N21°31'48"W | 8" SDR-35 SEWER (PUBLIC) |
| 27 | 127.35' | – | N32°35'10"W | 8" SDR-35 SEWER |
| 28 | 89.86' | – | N32°35'10"W | 8" SDR-35 SEWER |
| 29 | 67.11' | – | N03°13'27"E | 6" SDR-35 SEWER |
| 30 | 48.86' | – | N56°08'35"E | 6" SDR-35 SEWER |
| 31 | 140.18' | – | S56°08'35"W | 6" SDR-35 SEWER |
| 32 | 48.96' | – | S80°50'03"E | 6" SDR-35 SEWER |
| 33 | 3.36' | – | S57°24'50"W | 6" SDR-35 SEWER |




**BIOFILTRATION BASIN DETAIL**

SWS ENGINEERING, INC.
CIVIL ENGINEERING • LAND PLANNING • SURVEYING
261 Autumn Drive, Suite 115, San Marcos, CA 92069
P: 760-744-0011 F: 760-744-0046
31045 Temecula Parkway, Suite 201, Temecula, CA 92592
P: 951-296-3409 F: 951-587-9457
DATE Sep 21, 17 7:32pm by mike.eshee
FILE Z:\Projects\2014\14-045\PROD\Construct\GP\14-045_C4.0.dwg

DB+A
DAVID BABCOCK + ASSOCIATES
ARCHITECTURE PLANNING LANDSCAPE
3581 MT DIABLO BLVD., SUITE 235
LAFAYETTE CALIFORNIA 94549
T: 925.283.5070




## Preliminary Planting Legend:

| Symbol | Botanical / Common Name | Size | WUCOLS | Comments |
|---|---|---|---|---|
| **Trees:** | | | | |
| | Olea europaea 'Swan Hill' / Swan Hill Olive | 24" box | L | Multi-branch, matched in size. |
| | Pistacea chinensis 'Keith Davey' / Keith Davey Pistache | 24" box | M | Matched Standards |
| | Lagerstroemia hyb. 'Muskogee' / Lavender Flowering Crape Myrtle | 24" box | M | Matched Standards |
| | Ulmus parvifolia ' Drake' / Drake Evergreen Elm | 24" box | L | Matched Standards |
| **Shrubs/Perennials/Groundcovers/ornamental Grasses:** | | | | |
| | Abelia x grandiflora 'Sunrise' / Sunrise Variegated Abelia | 5 gal. | M | |
| | Arctostaphylos 'Sunset' / Sunset Manzanita | 5 gal. | L | |
| | Little John (dwarf) Bottlebrush / Callistemon viminalis "Little John' | 5 gal. | L | |
| | Cupressus sempervirens 'Stricta' / Italian (columnar) Evergreen Cypress | 15 gal. | L | |
| | Frangula californica 'Eve Case' / Eve Case Coffeeberry | 5 gal. | L | |
| | Lavandula angustifolia 'Thumbelina Leigh' / Thumbelina Leigh (dwarf) English Lavender | 1 gal. | L | |
| | Lavendula stoechas 'Otto Quast'/ Otto Quest Spanish Lavender | 1 gal. | L | |
| | Olea europaea 'Little Ollie' / Little Ollie (dwarf) Olive | 5 gal. | L | |
| | Salvia leucantha 'Santa Barbara' / Santa Barbara Sage | 5 gal. | L | |
| | Achillea x 'Coronation Gold' / Coronation Gold Yarrow | 1 gal. | L | |
| | Anigozanthos flavidus / Bush Gems Kangaroo Paw | 5 gal. | L | |
| | Cuphea llavea 'Flamenco Rumba' / Bat-Faced (coral red) Cuphea | 1 gal. | M | |
| | Arctostaphylos 'Pacific Mist' / Pacific Mist Arctostaphylos | 1 gal. | L | |
| | Frangula californica 'Seaview' / Seaview Coffeeberry | 1 gal. | L | |
| | Lantana 'New Gold' / New Gold Lantana | 1 gal. | L | |
| | Rosmarinus officinalis 'Prostratus' / Prostrate Rosemary | 1 gal. | L | |
| | Festuca mairei / Atlas Fescue | 1 gal. | M | |
| | Muhlenbergia rigens / Deer Grass | 1 gal. | M | |

## Stormwater Treatment Areas:

| Symbol | Botanical / Common Name | Size | WUCOLS | Comments |
|---|---|---|---|---|
| **Trees:** | | | | |
| | Quercus virginiana 'Heritage' / Heritage Southern Live Oak | 24" box | M | Matched Standards |
| **Shrubs/ Perennials/ Ornamental Grasses:** | | | | |
| | Ceanothus thyrsiflorus / California lilac | 5 gal. | M | |
| | Festuca californica 'River House Blues'/ California Fescue | 1 gal. | L | |
| | Muhlenbergia rigens / Deer Grass | 1 gal. | M | |
| | Stipa pulchra / Purple Needlegrass | 1 gal. | L | |

## Landscape Data:

| | |
|---|---|
| Total Site Area: | 128,728 SF (2.95 ac) |
| Landscape Area Required: | 14,160 SF (50+ spaces = 11% landscaped) |
| Landscape Area Provided: | 24,513 SF (19%) |
| Landscape Shading Requirement: | 50+ spaces = 50% shaded |
| Landscape Shading Provided: | 55% of parking |

## Irrigation system statement:

The irrigation system will be a water efficient low flow, point source system designed to provide adequate watering to support plant growth and insure deeply rooted plant material while avoiding excess water application. The system will be programmable, allowing operation during late night and or early morning hours, with multiple start times and cycles. The system will interface with a weather based sensor that will adjust the amount of water applied to the plant material based on daily weather conditions. Irrigation materials specified for the site will be selected on the basis of durability and ease of maintenance. Landscape irrigation will comply with the California Department of Water Resources Model Water Efficient Landscape Ordinance (MWELO).

DBA # 1427

DB+A

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LAFAYETTE, CALIFORNIA 94549
T: 925.283.5070

# WILDOMAR CROSSINGS

## PRELIMINARY LANDSCAPE PLAN

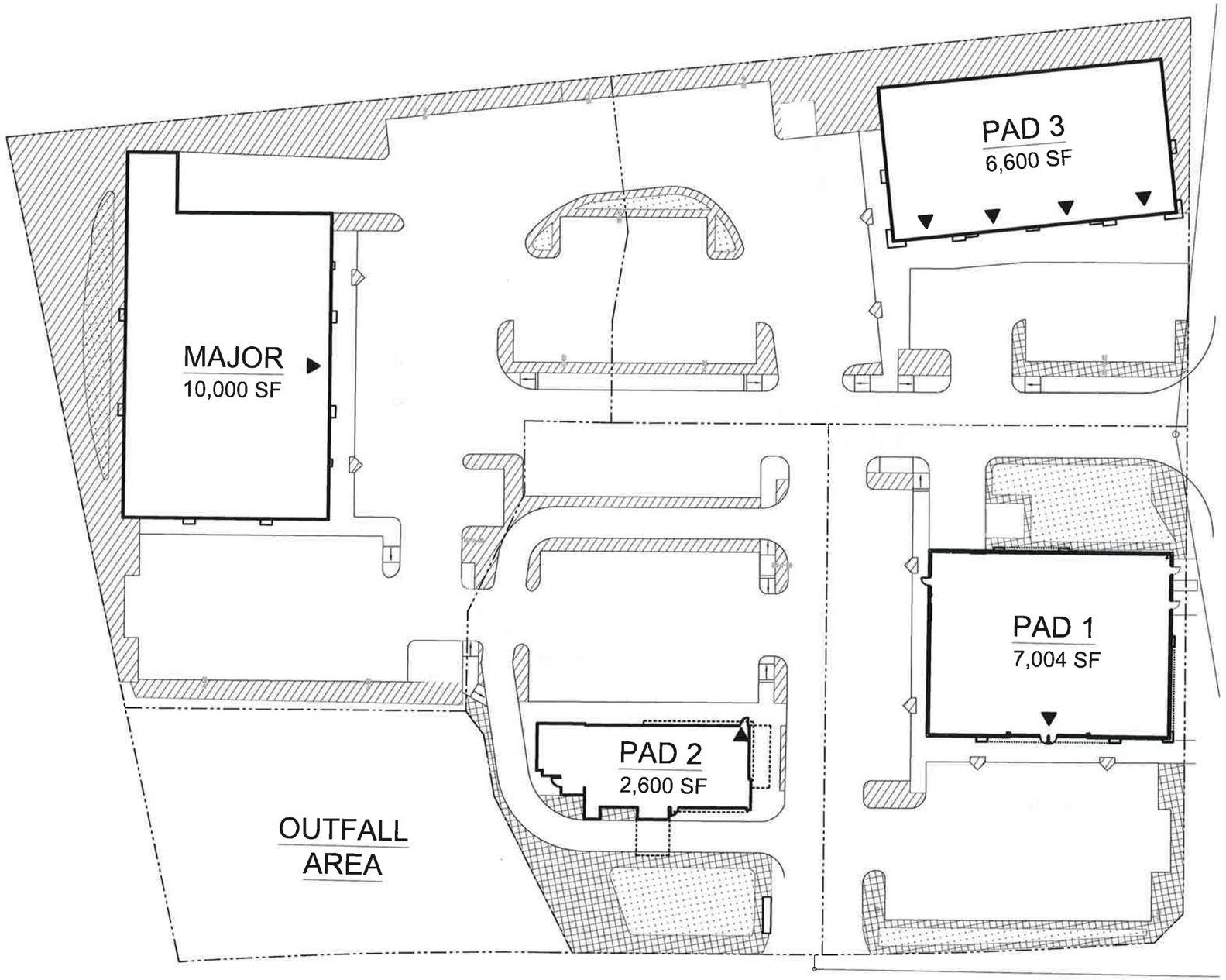
0 10' 20' 40'

SCALE 1"= 20'

DECEMBER 12, 2017

NORTH

SHEET 7 of 19




## WATER USE ESTIMATION - WILDOMAR CROSSINGS

| | |
|---|---|
| WATER TYPE | POTABLE |
| SITE ETo* | 39.6 |
| DATE | 9/8/2017 |

REGULAR LANDSCAPE AREAS

| HYDROZONE # | HYDROZONE NAME | PLANT WATER USE TYPE | PLANT FACTOR (PF) | IRRIGATION METHOD | IRRIGATION EFFICIENCY | ETAF (PFHZ) | AREA (SQ FT) (HA) | ETAF X AREA (HA) | ETWU (GAL/YR) | ACRE FEET YEAR | HCF/ YEAR | PERCENTAGE OF LANDSCAPE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | LOW | LOW | 0.1 | DRIP | 0.81 | 0.12 | 16,400 | 1,968 | 214,974 | 0.66 | 287.43 | 49% |
| 2 | MEDIUM | MOD | 0.5 | DRIP | 0.81 | 0.62 | 9,054 | 5,737 | 115,903 | 0.40 | 155.04 | 27% |
| 3 | MIXED-USE | LOW | 0.1 | SPRAY | 0.75 | 0.13 | 4,250 | 530 | 22,501 | 0.07 | 30.09 | 16% |
| | | | | | | TOTALS | 27,730 | 10,455 | 353,378 | 1.13 | 472.56 | 100% |

SPECIAL LANDSCAPE AREAS

| HYDROZONE # | HYDROZONE NAME | | | | |
|---|---|---|---|---|---|
| | | 1 | | | 0% |
| | | TOTALS | 0 | | 0% |

| | | |
|---|---|---|
| MAWA | GALLONS/YR | 472,122 |
| | ACRE FEET/YR | 1.33 |
| | HCF/YR | 631.07 |
| ETWU | GALLONS/YR | 353,378 |
| | ACRE FEET/YR | 1.13 |
| | HCF/YR | 472.42 |

| SITE IRRIGATION EFFICIENCY | SITE PLANT FACTOR | MAWA COMPLIANT |
|---|---|---|
| 79.9% | 0.31 | YES |

| ETAF Calculations | |
|---|---|
| REGULAR LANDSCAPE AREAS | |
| TOTAL ETAF x AREA | 10,455 |
| TOTAL AREA | 27,356 |
| AVG. ETAF | 38.30% |

**MAWA FORMULA**

MAXIMUM APPLIED WATER ALLOWANCE (MAWA) GALLONS PER YEAR

MAWA = (ETo) (0.62) [(0.45 x LA) + ((1-0.45) x SLA)]

ETo = REFERENCE EVAPOTRANSPIRATION
0.45= ET ADJUSTMENT FACTOR
LA=LANDSCAPED AREA (SQUARE FEET)
0.62 = CONVERSION FACTOR (GALLONS/SQ FT/YR)

**ETWU FORMULA**

ESTIMATED TOTAL WATER USE (ETWU) GALLONS PER YEAR

ETWU= (ETO) (0.62) (ETAF x LA)

ETo = REFERENCE EVAPOTRANSPIRATION
PF = PLANT FACTOR FOR HYDROZONES
HA = HYDROZONE AREA (SQ FT)
0.62 = CONVERSION FACTOR (GALLONS/SQ FT/YR)

E = IRRIGATION EFFICIENCY (0.81)-BUBBLER/DRIP
IE = IRRIGATION EFFICIENCY (0.75)- ROTORS/SPRAY

DBA #1427

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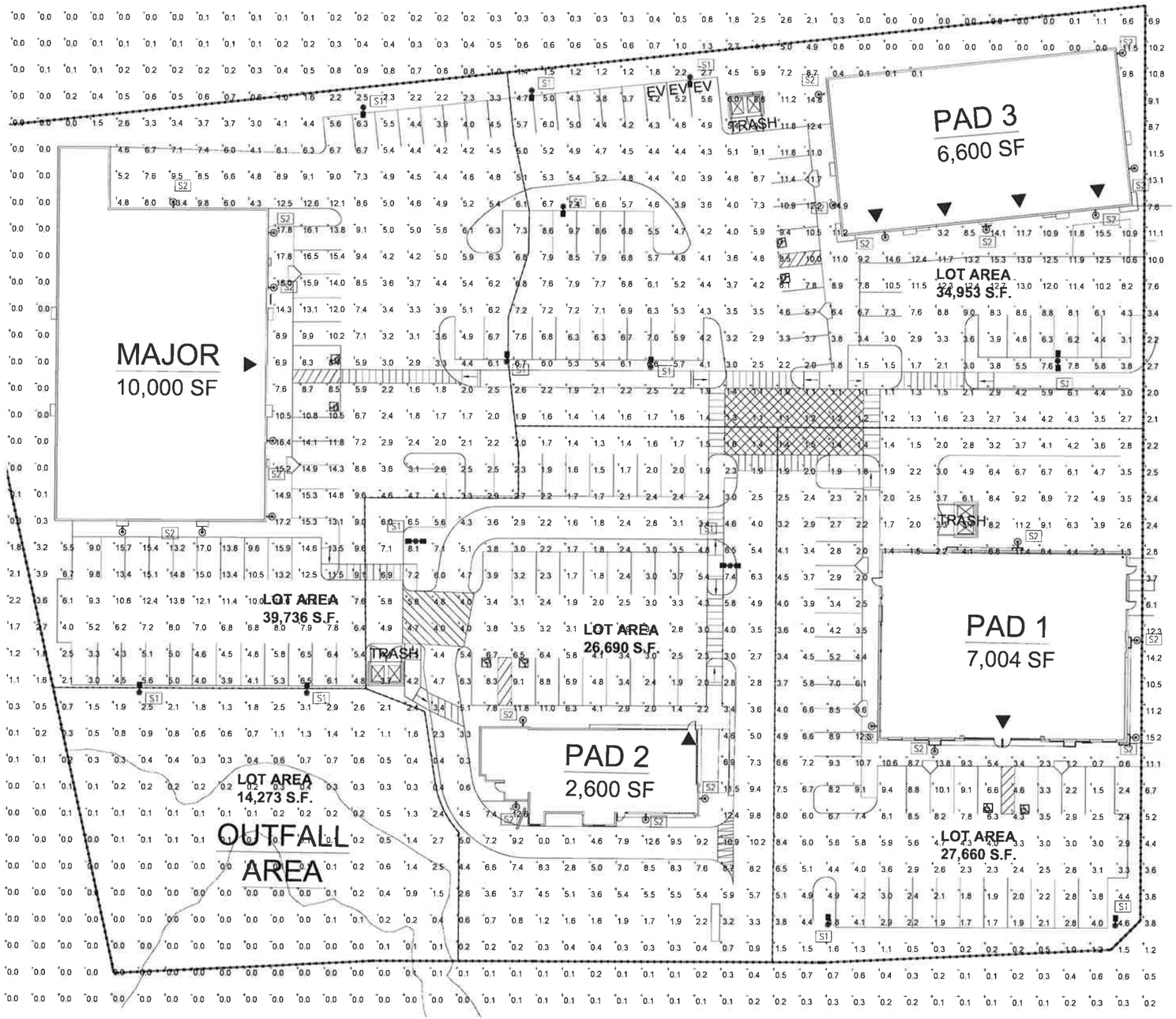
# WILDOMAR CROSSINGS

## HYDROZONE PLAN

0 20' 40'
SCALE 1"= 20'
DECEMBER 12, 2017

TRUE NORTH

SHEET 8 of 19



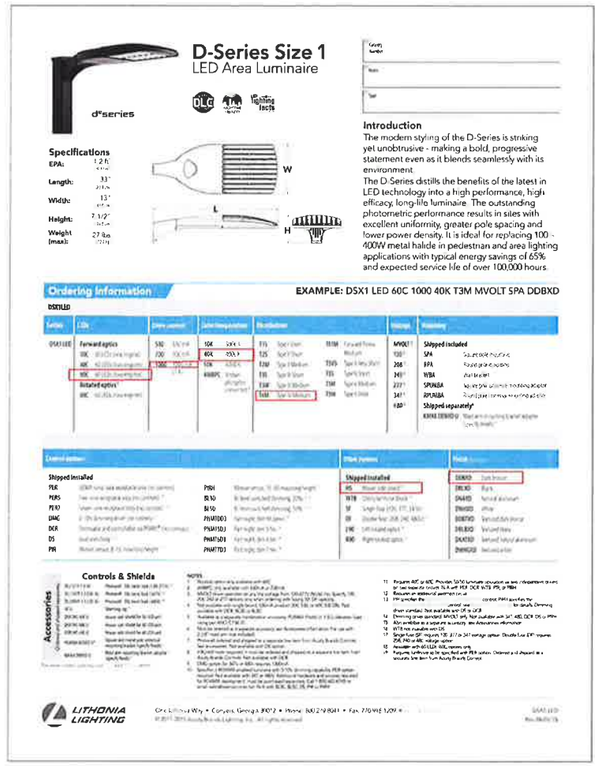

| Statistics | | | | |
|---|---|---|---|---|
| Description | Symbol | Avg | Max | Min |
| Parking Area Photometric | + | 3.3 fc | 9.0 fc | 0.0 fc |

## GENERAL LIGHTING NOTES

A ALL TYPE S1 FIXTURES MOUNTED ON 25' POLES ON 3' FOOTINGS.
B CONFIRM ALL INSTALLATION LOCATIONS WITH ARCHITECT.

| Type | Manufacturer | Model | Lamping | Mounting | Control | Lumens | Voltage | Max VA | Notes |
|---|---|---|---|---|---|---|---|---|---|
| S1 | LITHONIA | DSX1LED-60C-1000-40K-TFM | INTEGRATED LED | POLE MOUNT | TIMECLOCK | 19,771 | 120 | 209 | POLE MOUNTED FIXTURE, SEE PLANS FOR DOUBLE POLES, PROVIDE HOUSE SHIELDS FOR PERIMETER FIXTURES |
| S2 | LIGMAN | UCO-32115-W40-120V | INTEGRATED LED | BUILDING MOUNT | TIMECLOCK | 2,080 | 120 | 41 | CONFIRM SHADE STYLE WITH ARCHITECT, PHOTOMETRIC RUN WITH STRAIGHT SHADE |

NOTES:
1 - VERIFY EXACT LOCATIONS OF FIXTURE WITH ARCHITECTURAL SITE PLAN PRIOR TO INSTALLATION.
2 - FIXTURE FINISH SHALL BE DETERMINED BY ARCHITECT.
3 - ENGINEERED APPROVED EQUAL ALTERNATE MANUFACTURES ARE ACCEPTABLE.




1 SITE PHOTOMETRIC
SCALE: 1" = 20'

ENGINEERING DESIGN COLLABORATIVE
592 MARKET STREET, SUITE 400
SAN FRANCISCO, CA 94104
(415) 963-4303

212 9TH STREET, SUITE 203
OAKLAND, CA 94607

# WILDOMAR CROSSINGS
## PHOTOMETRIC STUDY

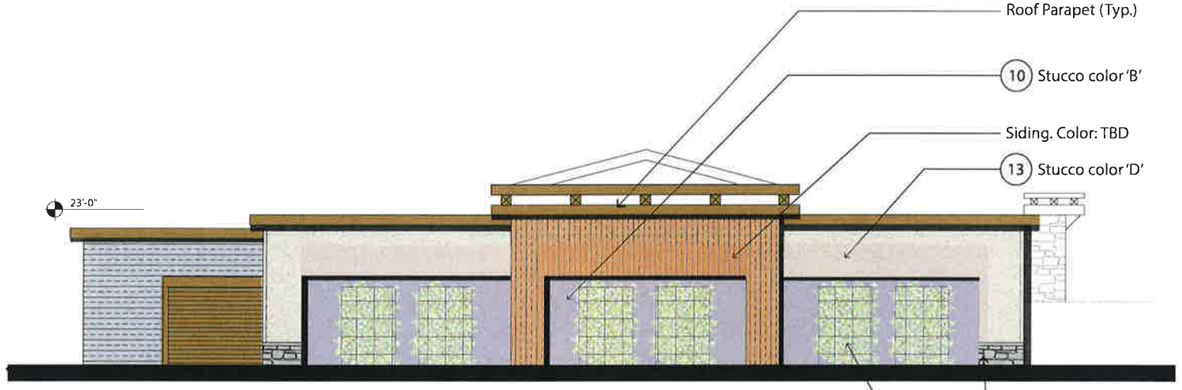
DBA # 1427
DECEMBER 12, 2017



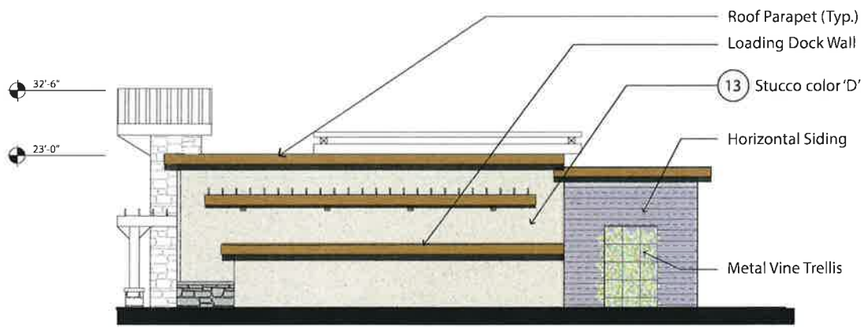

A East Elevation




B South Elevation (Clinton Keith)




C West Elevation




D North Elevation

CONDITIONALLY APPROVED

- ☐ BY THE PLANNING DEPARTMENT
- ☐ BY THE PLANNING DIRECTOR
- ☒ BY THE PLANNING COMMISSION
- ☐ BY THE CITY COUNCIL

...FOR THE CITY OF WILDOMAR ON 7/18/18

APPLICATION NOS. PA-16-0134

PLANNER

# WILDOMAR CROSSINGS

MAJOR ELEVATIONS

WILDOMAR, CALIFORNIA

EJR GROUP

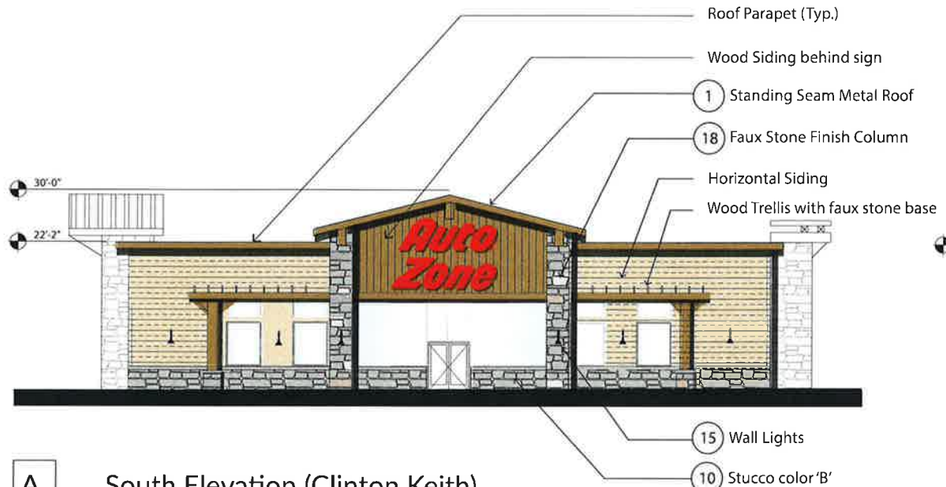
MANN PROPERTIES, LLC

DWG: 01 OF 36

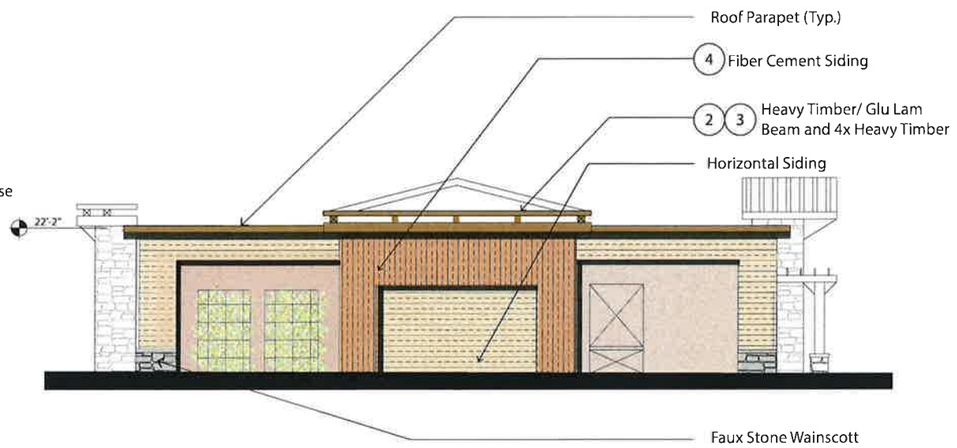
DATE: XX/XX/2018

SCALE: 1" = 10'-0"

A1.0



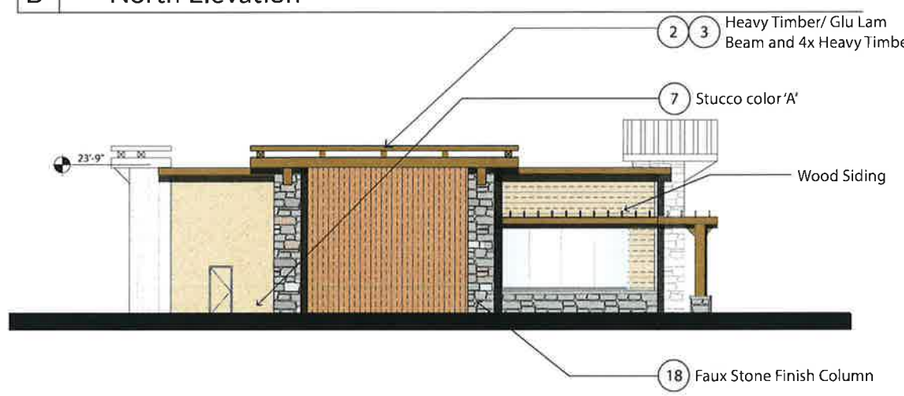

A South Elevation (Clinton Keith)




B North Elevation




C West Elevation (Stable Lanes)




D East Elevation

CONDITIONALLY APPROVED

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- ☐ BY THE PLANNING DIRECTOR
- ☒ BY THE PLANNING COMMISSION
- ☐ BY THE CITY COUNCIL

...FOR THE CITY OF WILDOMAR ON 7/18/18

APPLICATION Nos. PA 16-0134

PLANNER

# WILDOMAR CROSSINGS

PAD 1 ELEVATIONS

WILDOMAR, CALIFORNIA

EJR GROUP

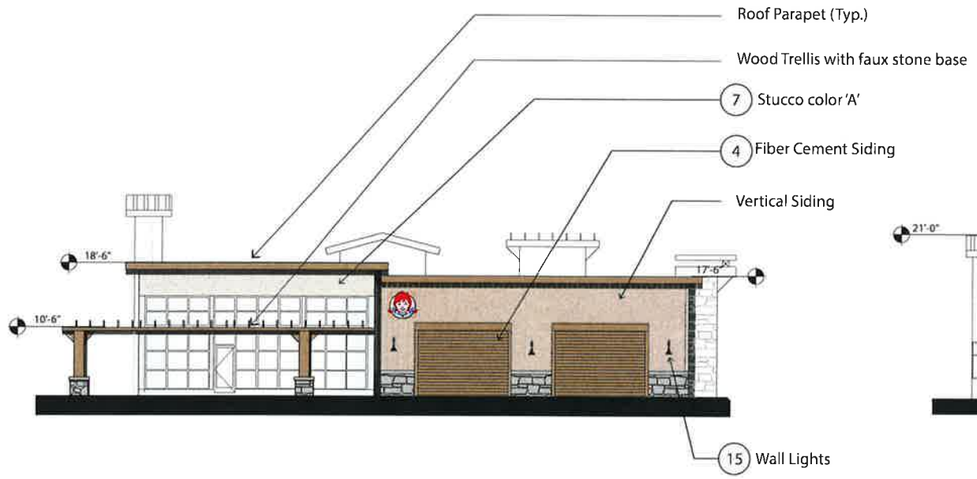
MANN PROPERTIES, LLC

DWG: 01 OF 36

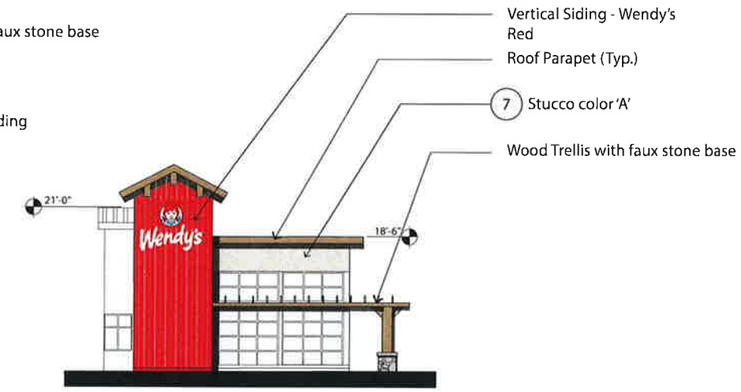
DATE: XX/XX/2018

SCALE: 1" = 10'-0"

A1.1



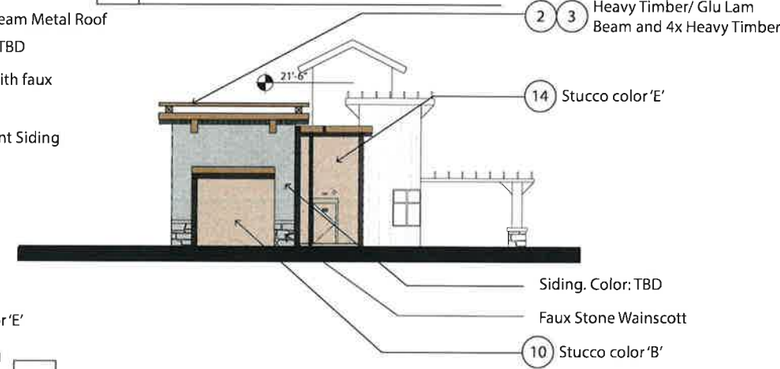

A North Elevation




B East Elevation




C South Elevation (Clinton Keith)




D West Elevation

CONDITIONALLY APPROVED

- ☐ BY THE PLANNING DEPARTMENT
- ☐ BY THE PLANNING DIRECTOR
- ☒ BY THE PLANNING COMMISSION
- ☐ BY THE CITY COUNCIL

...FOR THE CITY OF WILDOMAR ON 7/18/18

APPLICATION NOS. PA 16-0134

PLANNER

# WILDOMAR CROSSINGS | WILDOMAR, CALIFORNIA

PAD 2 ELEVATIONS

EJR GROUP

MANN PROPERTIES, LLC

DWG: 01 OF 36

DATE: XX/XX/2018

SCALE: 1" = 10'-0"

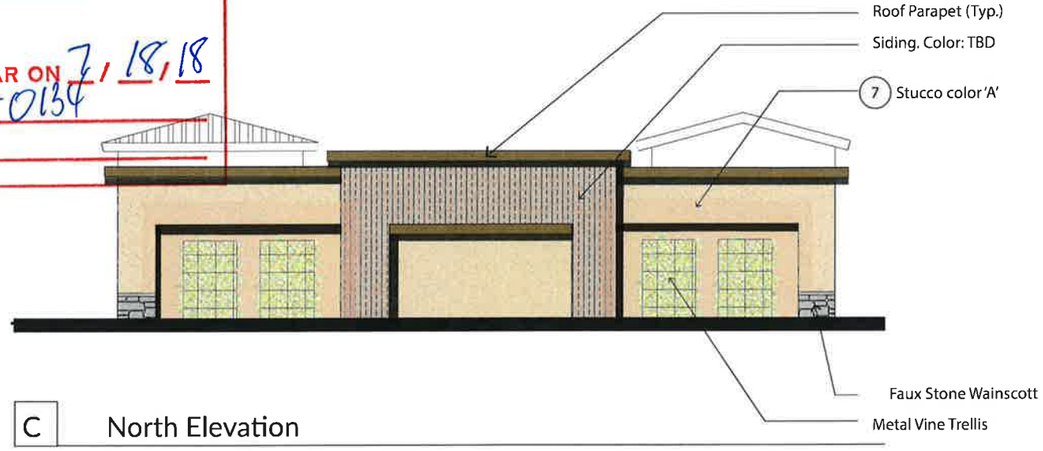
A1.2



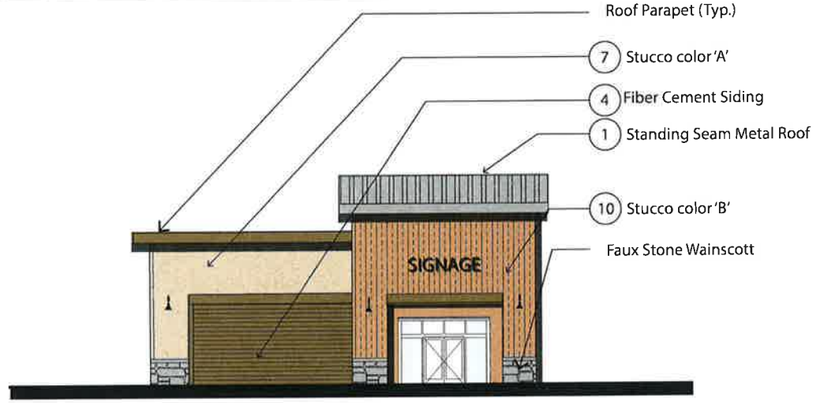

A South Elevation




B East Elevation (Stable Lane)




C North Elevation




D West Elevation

CONDITIONALLY APPROVED

- ☐ BY THE PLANNING DEPARTMENT
- ☐ BY THE PLANNING DIRECTOR
- ☑ BY THE PLANNING COMMISSION
- ☐ BY THE CITY COUNCIL

...FOR THE CITY OF WILDOMAR ON 7/18/18

APPLICATION NOS. PA 16-0134

PLANNER Dann

# WILDOMAR CROSSINGS

SHOPS ELEVATIONS

WILDOMAR, CALIFORNIA

EJR GROUP

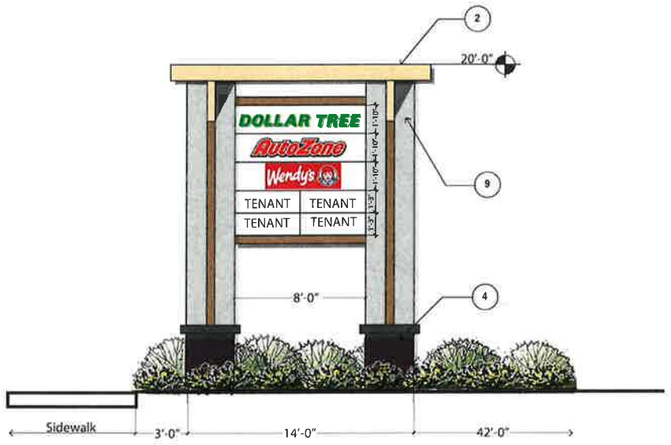
MANN PROPERTIES, LLC

DWG: 01 OF 36

DATE: XX/XX/2018

SCALE: 1" = 10'-0"

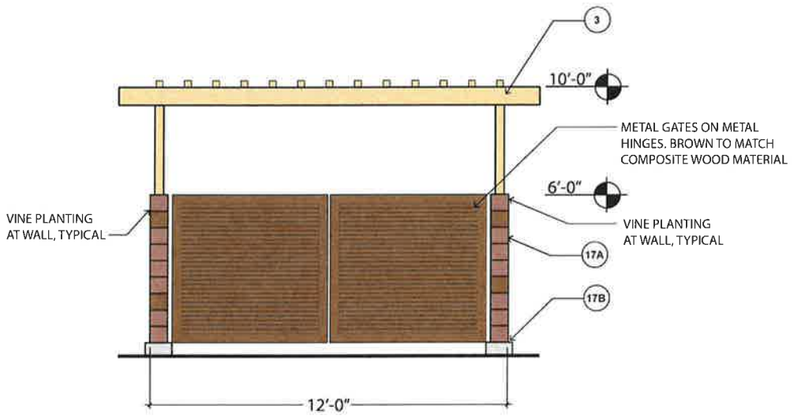
A1.3



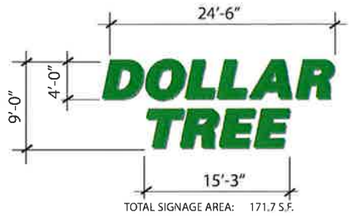

## 1 PYLON SIGN ELEVATION

MATERIALS LEGEND:
See Materials Board Sheet 14

| | |
|---|---|
| 1 Standing Seam Metal Roofing | 9 Column with Reveal |
| 2 Heavy Timber/ Glu-Lam Beam | 10 Not Used |
| 3 4x Canopy Framing | 11 Not Used |
| 4 Concrete Base with Cap | 12 Not Used |
| 5 Composite Wood Material | 13 Not Used |
| 6 Tile Base | 14 Not Used |
| 7 Stucco Color 'A' | 15 Wall Light |
| 8 Parapet Cap | 16 Not Used |
| | 17 CMU Wall |




## 2 TRASH ENCLOSURE ELEVATION



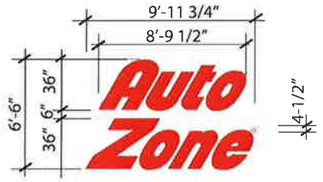

TOTAL SIGNAGE AREA: 171.7 S.F.

## 3 DOLLAR TREE SIGNAGE




TOTAL SIGNAGE AREA: +- 54.3 S.F.

AUTO ZONE - FRONT ELEVATION SIGN




TOTAL SIGNAGE AREA: +- 64.35 S.F.

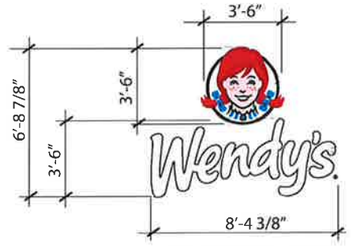
AUTO ZONE - SIDE ELEVATION SIGN

## 4 AUTO ZONE SIGNAGE

## SIGNAGE CALCULATIONS

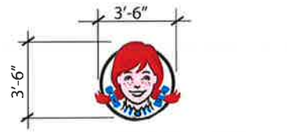
| | Total Proposed Signage | Building Wall Dimensions | Total Wall Square Footage | Total Signage Allowed |
|---|---|---|---|---|
| Major-Dollar Tree- Front Sign A | 171.7 | 118'x23' | 2714 | 271.4 |
| Major-Dollar Tree- Side Sign B | 171.7 | 80'x23' | 1840 | 184.0 |
| Pad 1-Auto Zone-Front Sign A | 54.3 | 94'-8"x21' | 1988 | 198.8 |
| Pad 1-Auto Zone-Side Sign B | 64.35 | 74'x21' | 1554 | 155.4 |
| Pad 2-Wendy's-Entry Elevation Sign | 12.25 | 18'x64' | 1152 | 115.2 |
| Pad 2-Wendy's-Side Sign | 41.65 | 18'x32' | 576 | 57.6 |
| Pad 2-Wendy's-Street Side Sign | 29.4 | 18'x64' | 1152 | 115.2 |
| Pad 3-Entry Signage | 96 | 110'x23' | 2530 | 253.0 |
| Pad 3-Shopping Center Side Signage | 24 | 23'x60' | 1380 | 138.0 |
| Pad 3-Street Side Signage | 24 | 23'x60' | 1380 | 138.0 |
| Totals | | | | 1626.6 |
| Pylon Sign | 64 | | | 65.5 |

Note: Per the Signage Ordinance the calculation is understood to be the greater of fifty square feet or .0025% of the overall building square footage. Based on this if you take the building square footage of 26,204 x .0025%, this give us a maximum square footage allowed of 65.5 SF of sign area.



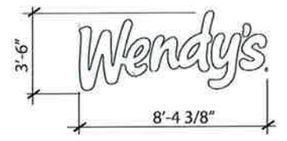

TOTAL SIGNAGE AREA: 41.65 S.F.

WENDY'S - STREET ELEVATION SIGN




TOTAL SIGNAGE AREA: 12.25 S.F.

WENDY'S - ENTRY/FRONT ELEVATION SIGN




TOTAL SIGNAGE AREA: 29.4 S.F.

WENDY'S - REAR ELEVATION SIGN

## 6 WENDY'S SIGNAGE




PAD 3 - FRONT ELEVATION SIGNS

SIGNAGE AREA: 24.0 S.F. QTY: 4
TOTAL SIGNAGE AREA: 96.0 S.F.




PAD 3 - STREET AND SIDE ELEVATION SIGNS

SIGNAGE AREA: 24.0 S.F. QTY: 2
TOTAL SIGNAGE AREA: 48.0 S.F.

## 5 PAD 3 - SIGNAGE

DBA # 1427

DB+A

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# WILDOMAR CROSSINGS

PYLON SIGN/PAD BUILDING SIGNAGES /TRASH ENCLOSURE

DECEMBER 12, 2017

SHEET 14 of 19







MANUFACTURER: BERRIDGE OR EQUAL
COLOR: MEDIUM BRONZE

MEDIUM BRONZE

## 1 STANDING SEAM METAL ROOFING

6A



PRODUCT: BOARDWALK
COLOR: CONEY ISLAND

6B



PRODUCT: 12X12
COLOR: MULTI COLOR

## 6 TILE



COLOR: KELLY MOORE - FITZGERALD SMOKE

## 10 STUCCO COLOR 'B'



COLUMBUS SHEPHERDS CROOK WALL LIGHT

## 15 WALL LIGHTS



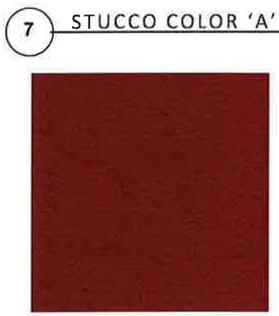

COLOR: NATURAL STAIN

## 2 3 HEAVY TIMBER/ GLU-LAM BEAM 4X HEAVY TIMBER



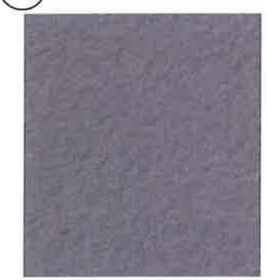
COLOR: KELLY MOORE - BRITISH KHAKI

## 7 STUCCO COLOR 'A'



DRYVIT "OUTSULATION PLUS MD SYSTEM";
FINISH: "LIMESTONE"; HIGH IMPACT"PANZER MESH" REINFORCING TO 8'-0" ABOVE GRADE.
COLOR: "WEND041094S" (CUSTOM WENDYS RED"
DRYVIT "STRATOTONE"

## 11 STUCCO COLOR 'C'



COLOR: DAVIS DARK GRAY (CARBON 8084)

## 16 CAST IN PLACE CONCRETE



CAST IN PLACE CONCRETE BASE WITH CAP
FINISH: SMOOTH TROWEL
COLOR: DAVIS DARK GRAY (CARBON) 8084




## 4 CONCRETE BASE WITH CAP




COLOR: KELLY MOORE - LAMP POST

## 8 PARAPET CAP



STUCCO FINISH COLOR: SW 6091 RELIABLE WHITE

## 13 STUCCO COLOR 'D'



7A: SMOOTH FACE
CMU 'CHOCOLATE' COLOR



7B:SPLIT FACE CMU
'BURGUNDY' COLOR

## 17 CMU WALL




MANUFACTURER: NICHIHA
PRODUCT: VINTAGE WOOD
COLOR: BARK

VintageWood™



## 5 FIBER CEMENT SIDING



FINISH: STUCCO
COLUMN COLOR: FITZGERALD SMOKE
REVEAL COLOR: FRONITER SHINGLE

## 9 COLUMN WITH REVEAL



STUCCO FINISH COLOR: SW 6086 SAND DUNE

## 14 STUCCO COLOR 'E'

DBA # 1427

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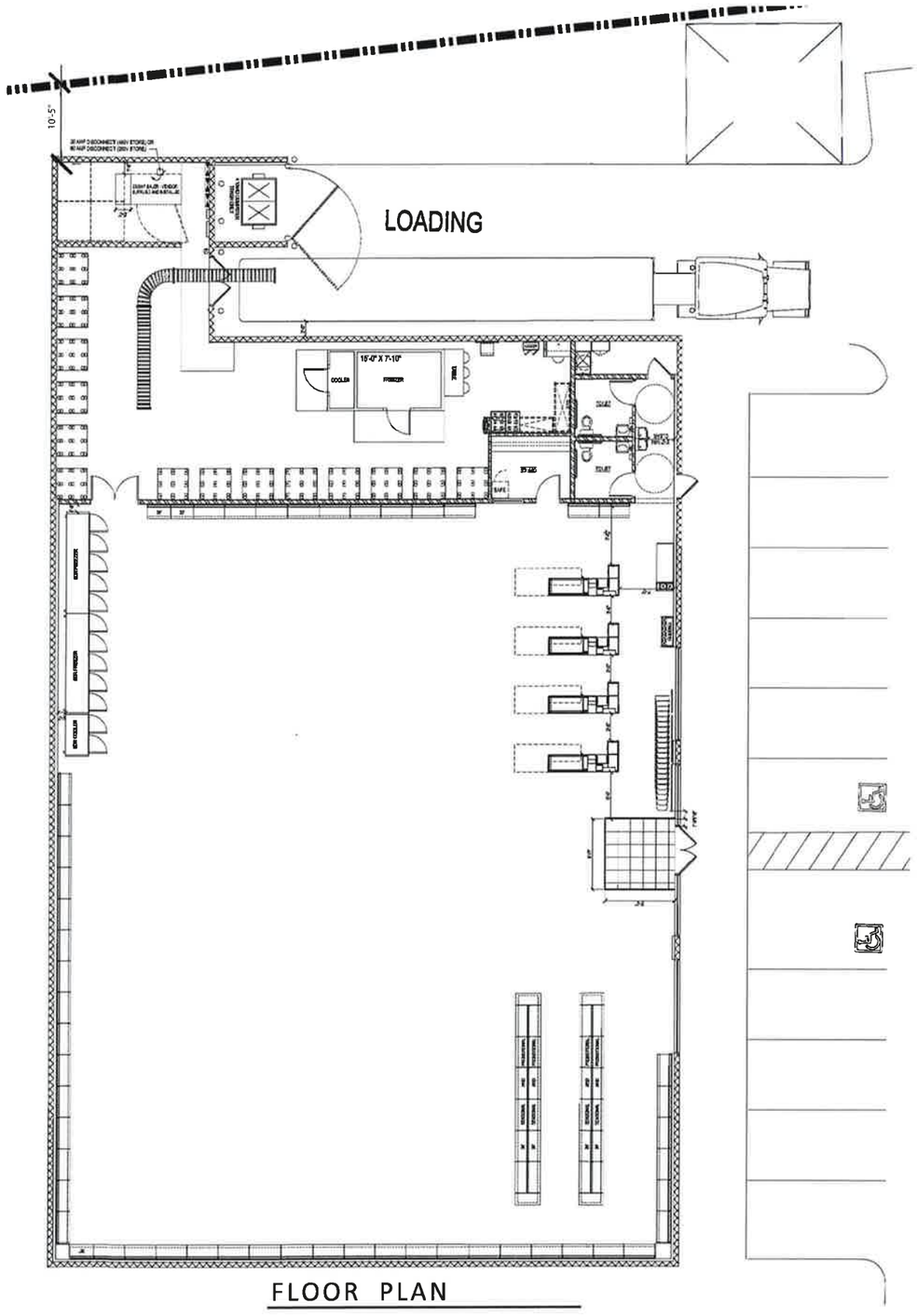
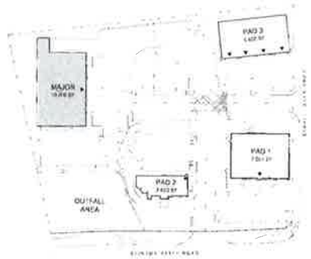
# WILDOMAR CROSSINGS

MATERIALS BOARD

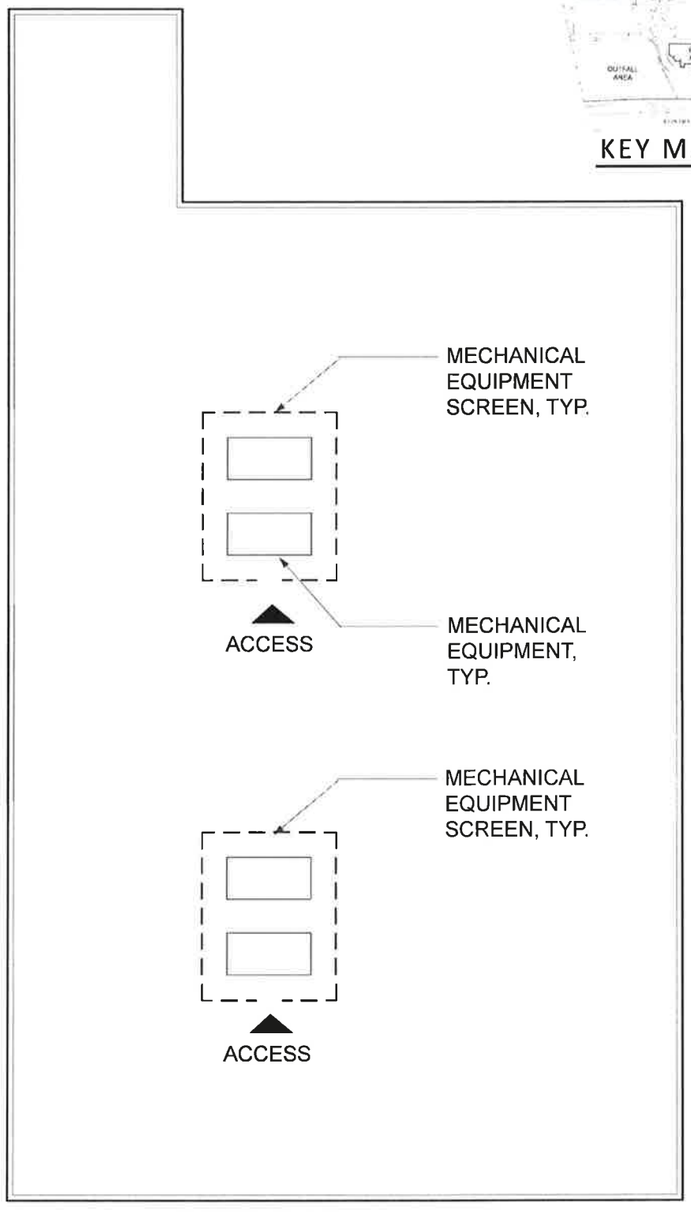
DECEMBER 12, 2017




FLOOR PLAN




KEY MAP




ROOF PLAN

DB+A
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LAFAYETTE, CALIFORNIA 94549
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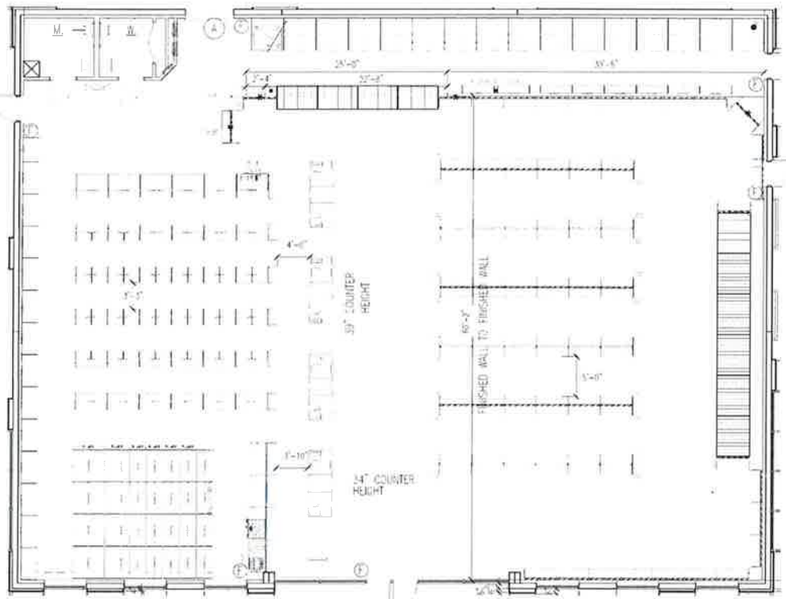
# WILDOMAR CROSSINGS

## MAJOR PAD FLOOR AND ROOF PLAN

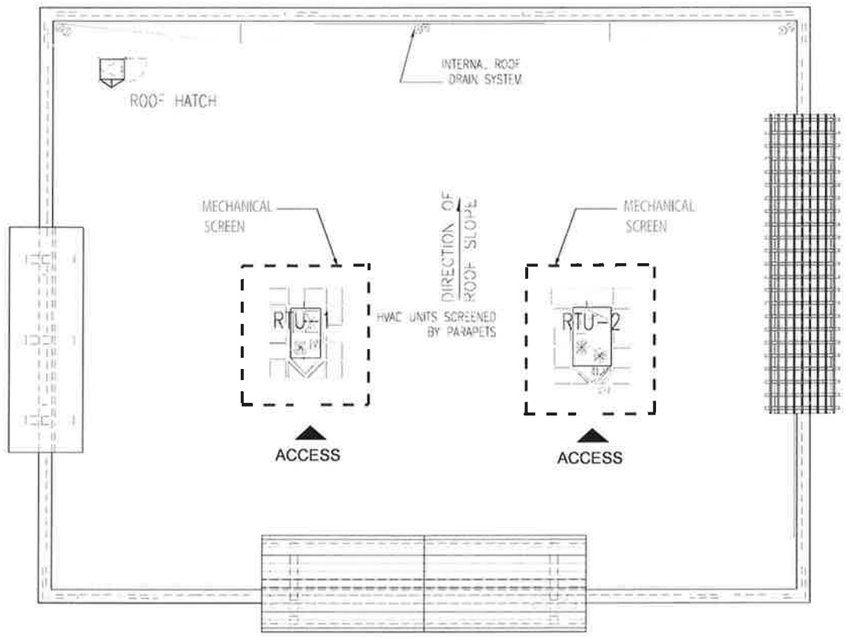
0 2' 4' 8' 16'
SCALE 1/8"= 1'-0"
DBA # 1427

DECEMBER 12, 2017

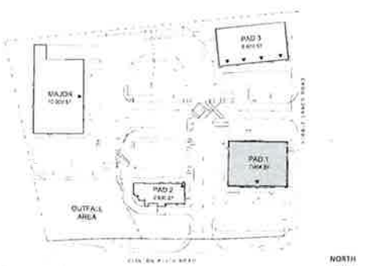
NORTH




FLOOR PLAN




ROOF PLAN




KEY MAP


D. WELSH SEVERITT SEALEY
C. VINGT-N. KENTUCKY 41011
PH 859-291-5400 FAX 859-291-5530
AGI ARCHITECTURAL GROUP INTERNATIONAL


# WILDOMAR CROSSINGS

## PAD 1 FLOOR AND ROOF PLAN

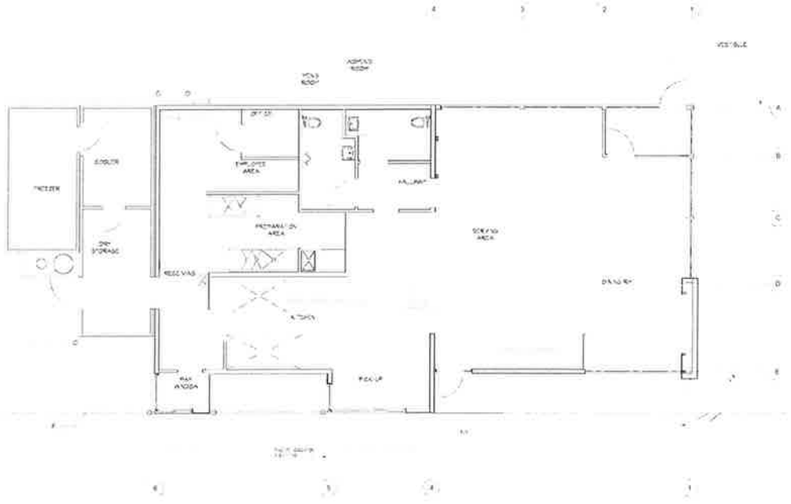
0 2' 4' 8' 16'

SCALE 1/8"= 1'-0"

DBA # 1427

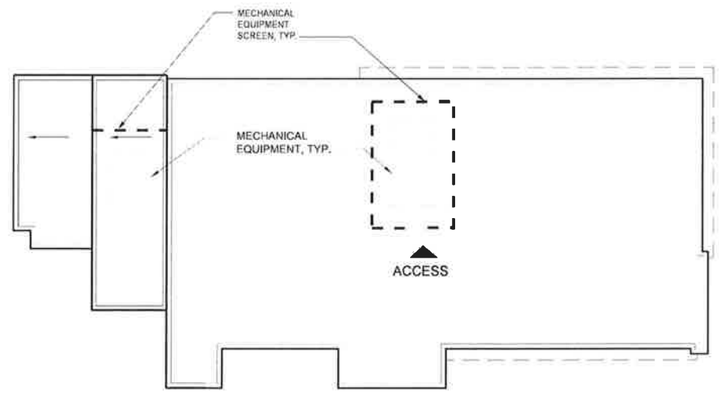
DECEMBER 12, 2017

SHEET 17 of 19



FLOOR PLAN

NORTH




ROOF PLAN




KEY MAP

Wendy's

# WILDOMAR CROSSINGS

## PAD 2 FLOOR AND ROOF PLAN

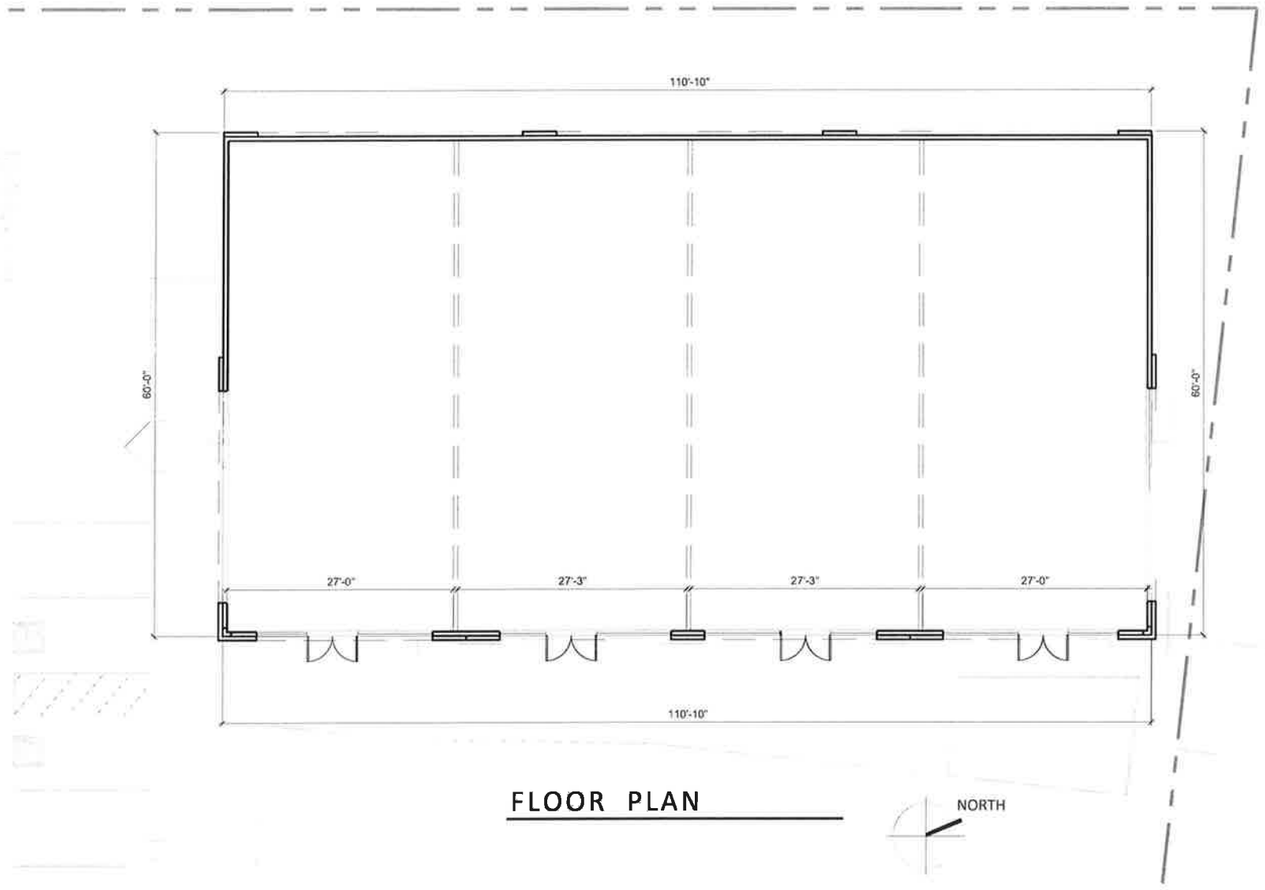
0 2' 4' 8' 16'

SCALE 1/8"= 1'-0"

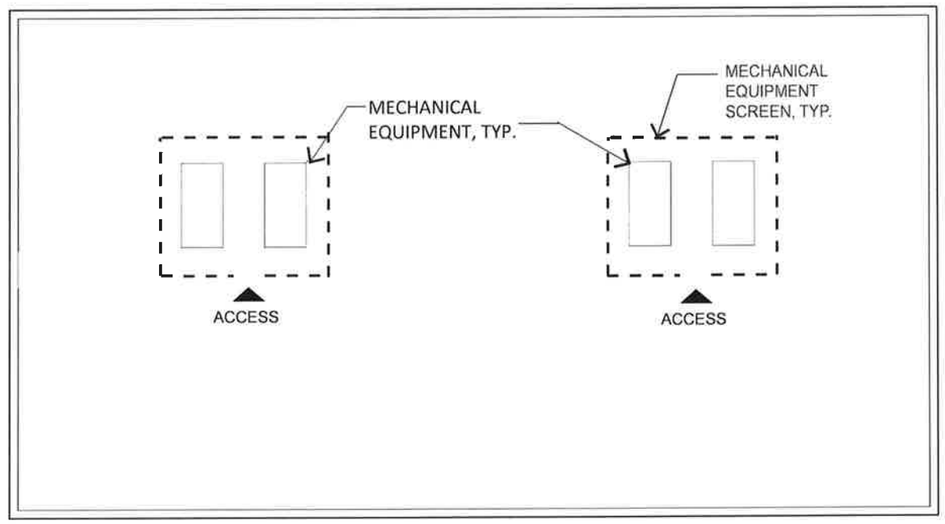
DBA # 1427

DECEMBER 12, 2017

SHEET 18 of 19




FLOOR PLAN




ROOF PLAN




KEY MAP

DBA # 1427

DB+A

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LAFAYETTE, CALIFORNIA 94549
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# WILDOMAR CROSSINGS

## PAD 3 FLOOR AND ROOF PLAN

0 2' 4' 8' 16'

SCALE 1/8"= 1'-0"

DECEMBER 12, 2017

SHEET 19 of 19

**CITY OF WILDOMAR – CITY COUNCIL**
**Agenda Item #2.1**
**PUBLIC HEARING**
**Meeting Date: May 9, 2018**

**TO:** Mayor and City Council Members

**FROM:** Matthew Bassi, Planning Director

**SUBJECT:** Wildomar Crossings Retail Center Project (PA 16-0134):

## STAFF REPORT

**RECOMMENDATION:**
The Planning Commission recommends the City Council take the following actions:

1. Adopt a Resolution entitled:

RESOLUTION NO. ____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING AN INITIAL STUDY/MITIGATED NEGATIVE DECLARATION (SCH# 2018011054), INCLUDING ADOPTION OF A MITIGATION MONITORING AND REPORTING PROGRAM (MMRP) FOR THE WILDOMAR CROSSINGS RETAIL CENTER (PA NO. 16-0134) CONSISTING OF A CHANGE OF ZONE FROM R-R (RURAL RESIDENTIAL) TO C-1/C-P (GENERAL COMMERCIAL), A PARCEL MAP (PM NO. 37311) TO SUBDIVIDE A 3.4± ACRE SITE INTO 4-PARCELS, AND A PLOT PLAN FOR THE DEVELOPMENT OF A 26,204 SQUARE-FOOT RETAIL CENTER LOCATED AT THE NORTHWEST CORNER OF CLINTON KEITH ROAD AND STABLE LANES (APN: 380-120-003 & 380-120-004).

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 A CHANGE OF ZONE (PA NO. 16-0134) FROM R-R (RURAL RESIDENTIAL) TO C-1/C-P (GENERAL COMMERCIAL), THE WILDOMAR CROSSINGS RETAIL CENTER LOCATED AT THE NORTHWEST CORNER OF CLINTON KEITH ROAD AND STABLE LANES (APN: 380-120-003 & 380-120-004).

3. Adopt a Resolution entitled:

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING PARCEL MAP NO. 37311 (PA NO. 16-0134) TO SUBDIVIDE A 3.4± ACRE SITE INTO FIVE (5) PARCELS FOR THE WILDOMAR CROSSINGS RETAIL CENTER LOCATED AT THE NORTHWEST CORNER OF CLINTON KEITH ROAD AND STABLE LANES (APN: 380-120-003 & 380-120-004)

4. Adopt a Resolution entitled:

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING PLOT PLAN NO. 16-0134, SUBJECT TO CONDITIONS, TO DEVELOP THE WILDOMAR CROSSINGS RETAIL CENTER CONSISTING OF 26,204± SQUARE-FOOT COMMERCIAL RETAIL USES LOCATED AT THE NORTHWEST CORNER OF CLINTON KEITH ROAD AND STABLE LANES (APN: 380-120-003 & 380-120-004).

**BACKGROUND:**

The Planning Commission reviewed the Wildomar Crossings Retail Center project at its April 16, 2018 special meeting. The Applicant provided a presentation regarding the project's history and community outreach efforts. There were 12 public speakers that spoke in favor of and opposed to the project.

Staff did receive 2 comment letters prior to the meeting. One letter was from a resident of the North Ranch community (Mr. Tom Boussiacos) concerned about the over-commercialization of Wildomar and maintaining the rural atmosphere. The other letter was from Wittwer/Parking, LLP (attorney's representing the Southwest Regional Council of Carpenters). This was the second letter received in regards to the IS/MND. The current letter cited concerns about the Air Quality/Greenhouse Gases analysis in the MND, and how the proposed retail project should have resulted in an EIR rather than an MND. Both letters are provided in Attachments L and M for Council review. In response to the Wittwer/Parking, LLP, the Applicant's CEQA attorney has prepared an official response which is provided for Council review in Attachment N.

Prior to a motion by the Commission, discussion regarding the architectural style of the project was offered by Commissioner Langworthy. Commissioner Langworthy was concerned that the architectural style was not consistent with other retail projects that have been approved over the past few years. Specifically, the design of the four retail buildings did not achieve the desired rural ranch and/or craftsman style design. This concern was echoed by Commissioner Strong. Consequently, there was discussion on whether to continue the project to a future meeting so the Applicant could consider

redesigning the architecture to address the Commission's concerns. As there was not majority support for the continuance, the Commission has recommended a new condition for Council consideration to be added to the Plot Plan resolution to address the architectural comments. Thus, Condition No. 79 will read as follows:

> *"Prior to issuance of building permits, the Applicant shall process a substantial conformance application for review and approval by the Planning Director to revise the architectural style for the retail project to incorporate more design elements reflective of the rural ranch/craftsman design styles."*

This new condition has been added to the Plot Plan resolution which is reflected in Attachment D. The Council may adopt this new condition as written, or craft alternative language as needed. Since this issue was important to the Commission and some were willing to continue the project, the Council may want to consider that approval of the substantial conformance application be authorized by the Planning Commission rather than the Planning Director.

In addition to this, staff presented a number of revised conditions for Commission consideration. These revised conditions were worked out with the Staff and the Applicant after the original PC agenda was distributed. The Commission supported the revised conditions and has recommended Council approval. They are summarized below:

**PC Resolution 2018-10 Edits for Parcel Map No. 37311:**

Public Works Condition No. 13 revised to read as follows:
Prior to recordation of the final map, the improvement plans for the required public improvements must be prepared and shall be based upon a design profile extending ~~a minimum of~~ *approximately* 300 feet beyond the project boundaries at a grade and alignment as approved by the City Engineer.

Public Works Condition No. 18 revised to read as follows:
Project Street Improvement Plans for Clinton Keith Road shall include bike lanes per the City's Grand Avenue Bike Lane Phase I Capital Improvement Project, *in coordination with site improvements and* to the satisfaction of the City Engineer.

Public Works Condition No. 22 to be deleted in its entirety:
~~Prior to recordation of the final map, the Applicant shall design and improve (or secure) parkway improvements to provide pedestrian connectivity from the project site to Renaissance Plaza located on Clinton Keith Road, southwest of the project site. Improvement shall be to the satisfaction of the City Engineer.~~

Public Works Condition No. 26 revised to read as follows:
To determine intersection right of way dedication and ultimate street improvement locations, the applicant shall prepare an Alignment Study at the intersection of Stable Lane Road and Clinton Keith Road to the satisfaction of the City Engineer. The alignment study shall consider the design requirements for all project mitigation

identified in the Traffic Impact Analysis to include lane geometry and capacities, new traffic signal locations, striping transitions, driveway locations and future medians. *Note: Applicant prepared an Alignment Study as part of the entitlement review. The review of final improvement plans shall reference the Alignment Study. Should a deviation occur between the Alignment Study and final improvement plan review, the applicant and the City Engineer shall find a resolution to both parties satisfaction.*

**PC Resolution 2018-11 Edits for Plot Plan No. 16-0134:**

Section 3, Plot Finding A – last paragraph to be re-written as follows:
*To further create a landscape buffer between the project and residences, staff has proposed a condition (Planning Condition No. 70) that requires the Applicant to pay up to $20,000.00 toward the contract cost directly to a licensed Landscape Contractor to be hired by the North Ranch Homeowners Association to provide a landscape buffer on the slope north of the project site by planting a variety of 24"-box and 36"-box trees and a variety of shrubs along the southerly slope of the North Ranch HOA landscape area located between the project sites' north property line and the existing block wall at the top of the HOA slope.*

Planning Dept. Condition No. 70 to be re-written as follows:
*Prior to the issuance of the project's first occupancy permit, if the North Ranch Homeowners Association has entered into a contract with a licensed Landscape Contractor for the installation of landscaping on the HOA's property to provide a landscape buffer on the slope north of the project site by planting a variety of 24"-box and 36"-box trees and a variety of shrubs along the southerly slope of the North Ranch HOA landscape area located between the project sites' north property line and the existing block wall at the top of the HOA slope, then the Applicant shall pay up to $20,000.00 toward the contract cost directly to the licensed Landscape Contractor prior to the City's issuance of the project's first occupancy permit. If the North Ranch Homeowners Association has not entered into a contract with a licensed Landscape Contractor for this work when the Applicant contacts the City to initiate the process for issuance of the project's first occupancy permit, the City shall give the North Ranch Homeowners Association 30 days written notice to enter into a contract with a licensed Landscape Contractor for this work. If the North Ranch Homeowners Association fails to enter into a contract with a licensed Landscape Contractor for this work within this 30 day period, the City shall issue the project's first occupancy permit and this condition and its obligation for the Applicant to pay up to $20,000.00 of the contract cost shall be null and void.*

Planning Dept. Condition No. 71 to be revised to read as follows:
Prior to the issuance of a precise grading permit, the Applicant shall submit two (2) sets of detailed/complete landscape and irrigation construction drawings including on-site and public right-of-way and shall include a fence/wall plan for review and approval by the Planning Department. Said landscape and irrigation plans shall be prepared by a licensed Landscape Architect and shall comply with all requirements of Chapter 17.276 (Water Efficient Landscapes) of the Wildomar Municipal Code, including any future

water conservation measures adopted by the City Council or imposed by the State of California in effect at the time of development, including but not limited to, drought-tolerant landscaping and drip irrigation/micro spray irrigation. ~~The landscape plans shall further show the planting plan for the North Ranch HOA landscape area located between the project sites' north property line and the existing block wall at the top of the HOA slope~~.

Public Works Condition No. 23 revised to read as follows:
Prior to issuance of a grading permit, the applicant shall submit a grading and erosion control plan *and on-site landscape/irrigation plans* for review and approval by the City Engineer.

Public Works Condition No. 37 revised to read as follows:
Prior to recordation of the final map, the improvement plans for the required public improvements must be prepared and shall be based upon a design profile extending ~~a minimum of~~ *approximately* 300 feet beyond the project boundaries at a grade and alignment as approved by the City Engineer.

Public Works Condition No. 41 revised to read as follows:
Project Street Improvement Plans for Clinton Keith Road shall include bike lanes per the City's Grand Avenue Bike Lane Phase I Capital Improvement Project, *in coordination with site improvements and* to the satisfaction of the City Engineer.

Public Works Condition No. 43 to be deleted in its entirety:
~~Prior to recordation of the final map, the Applicant shall design and improve (or secure) parkway improvements to provide pedestrian connectivity from the project site to Renaissance Plaza located on Clinton Keith Road, southwest of the project site. Improvement shall be to the satisfaction of the City Engineer.~~

Public Works Condition No. 63 revised to read as follows:
~~Prior to the~~ *At* issuance of building permit, the applicant ~~shall~~ *may* 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 Development Impact Fees.

These revised conditions have been added to the Parcel Map and Plot resolutions for Council consideration at the May 9th meeting. In the end, the Planning Commission voted 4-0-1 (Ballard Absent) to adopt PC Resolution No. 2018-08, 2018-09, 2018-10 (as amended) and 2018-11 (as amended) recommending City Council adoption of the MND/MMRP and approval of the Change of Zone, Parcel Map and Plot Plan for the Wildomar Crossings Retail project.

**PROJECT DESCRIPTION:**
The Applicant (Mann Property Company, Inc., Jim Rochelle) is requesting City Council consideration to develop the Wildomar Crossings Retail Center project. The proposed

project consists of the following applications for review and consideration by the City Council.

1) **Initial Study/Mitigated Negative Declaration**: - The project will require the adoption of a Mitigated Negative Declaration (SCH# 2018011054) and a Mitigation Monitoring and Reporting Program in accordance with Article 6, Section 15070 of CEQA.
2) **Change of Zone No. 16-0134**: A proposed change of zone from R-R (Rural Residential) to C/1-C-P (General Commercial) for the entire project site to be consistent with the existing General Plan land use designation of Commercial Retail (CR).
3) **Parcel Map No. 37311**: - A proposed commercial parcel map to subdivide the 3.4 acre site (APN: 380-120-003 & 380-120-004) into five (5) parcels to accommodate the Wildomar Crossings Retail Center project, subject to conditions.
4) **Plot Plan No. 16-0134**: A proposed Plot Plan application to develop a 26,204± square-foot commercial retail center, including landscaping and on-off-site improvements in accordance with the development standards of the C/1-C/P (General Commercial) zone, subject to conditions.

***Surrounding Land Uses:***

The project site encompasses approximately 3.4± acres and is located at the NWC of Clinton Keith Road and Stable Lanes. The project site is comprised of two (2) legal parcels zoned R-R (Rural Residential) and is currently vacant. The North Ranch single family residential community is located immediately north & northwest of the site, with vacant land to the west and east. The Renaissance Plaza retail center is located southerly of the project site. The table below summarizes the current uses, land use and zoning designations related to the project site and surrounding properties. The vicinity/location map is shown on the following page.

| 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) | R-R (Rural Residential) |
| **North** | North Ranch SFR neighborhood | Medium Density Residential (MDR) | R-1 (One Family Dwelling) |
| **South** | Vacant | Commercial Retail (CR) | C-1/C-P (General Commercial) |
| **East** | Vacant | Commercial Retail (CR) | R-R (Rural Residential) & C-1/C-P (General Commercial) |
| **West** | North Ranch SFR neighborhood & HOA vacant land | Medium Density Residential (MDR) | R-1 (One Family Dwelling) |

## Vicinity / Location Map




Sources: Helix Environmental, 2016, Riverside Co. GIS, 2017; USDA NAIP, 2016.

**Figure 2 - Aerial Map**

Wildomar Crossing Retail Center

ALHENI & WEBB ASSOCIATES

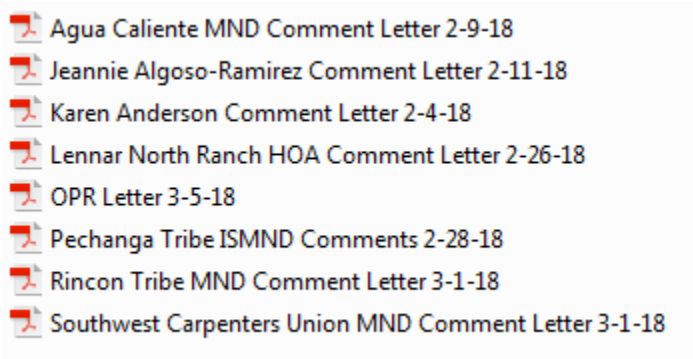
**PROJECT ANALYSIS:**

***CEQA/Initial Study/Mitigated Negative Declaration:***

The Planning Department, in a preliminary review of the proposed project, determined that there was substantial evidence that the Wildomar Crossings Retail Center 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 (i.e., biological resources, cultural resources, geology/soils, hazards/hazardous materials and noise) have been mitigated to a level of non-significance, and each of the 29 mitigation measure from these impact areas have been incorporated into the project conditions matrix (refer to Attachment C & D, Exhibit 1, respectively).

Upon completion of the draft IS/MND and in accordance with CEQA Guidelines Section 15072, the Planning Department on January 31, 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 Wildomar Crossings Retail Center project. In accordance with CEQA Guidelines §15073 and §15105, the draft Initial Study/Mitigated Negative Declaration was released for the required for a 30-day public review period commencing on January 31, 2018 and concluding on March 1, 2018, and which the draft IS/MND was provided to the State Clearinghouse, Responsible Agencies, City's Local Distribution list and other interested parties requesting a copy of the IS/MND. In addition as required by the City's Local CEQA Guidelines, 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 at the Planning Department for public review.

During the 30-day public review period, the City received eight (8) written comment letters (as noted below) commenting on the draft Initial Study/Mitigated Negative Declaration for the proposed Wildomar Crossings Retail Center project.



In accordance with the City's Local CEQA Guidelines, the Planning Department has prepared detailed responses to the eight (8) public comment letters, and a copy of the city's responses were provided to each commenter 10 days prior to the April 18, 2018 Planning Commission meeting. In addition, a Mitigation Monitoring and Reporting Program (MMRP) was prepared in accordance with CEQA Guidelines to monitor compliance with the mitigation measures.

The City Council has the authority to review the proposed MND/MMRP upon the recommendation from the Planning Commission. Staff's analysis of the findings in support of the adoption of the MND/MMRP is provided in the Findings of Fact 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.

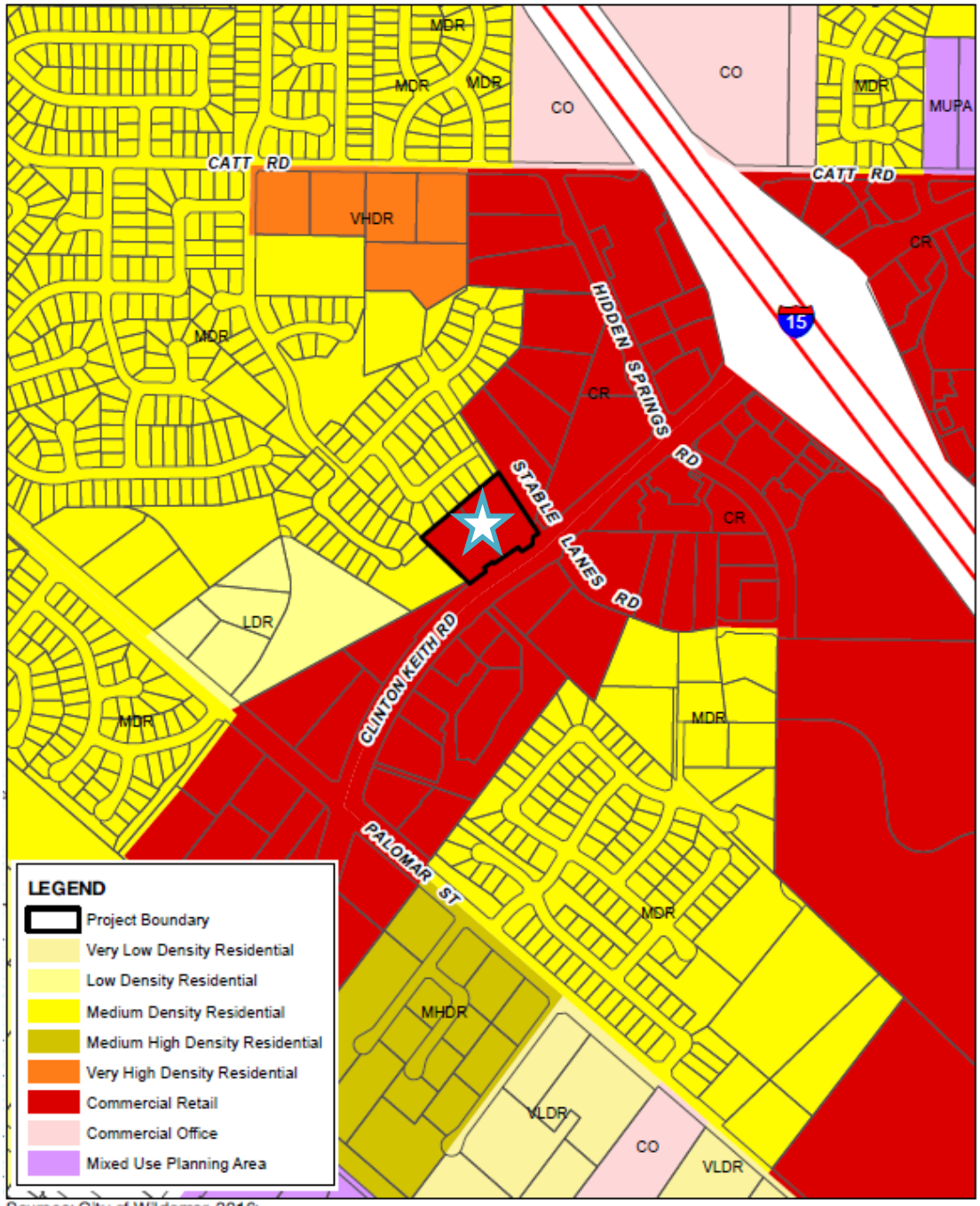
***Change of Zone No. 16-0134:***

The Applicant has proposed a change of zone on the 3.4 acre property from R-R (Rural Residential) to C-1/C-P (General Commercial). The existing general plan land use designation for the project site is Commercial Retail (CR). The zone change from R-R (Rural Residential) to C-1/C-P (General Commercial) is highly consistent with the CR land use designation in that it encourages the development of neighborhood commercial retail centers that will provide commercial and retail uses to Wildomar residents consistent with the provision of this CR land use designation.

Further, the C-1/C-P zone is a more appropriate zoning category for the proposed project in that the existing R-R zone is not consistent with the CR land use designation nor does it provide for the development of neighborhood commercial retail centers. Therefore, the proposed change of zone to C-1/C-P will create consistent zoning with the General Plan for the entire project site.

Staff's analysis of the findings in support of the change of zone is provided in the Findings of Fact section of the staff report. The following three (3) exhibits reflect the existing land use designation and the current and proposed zoning designations.

# Existing General Plan Land Use Designation Exhibit




Sources: City of Wildomar, 2016; Riverside Co. GIS, 2017

**Figure 7 - General Plan Land Use Desginations**

Wildomar Crossing Retail Center

ALBERT A. WEBB ASSOCIATES

## Existing Zoning Designation Exhibit

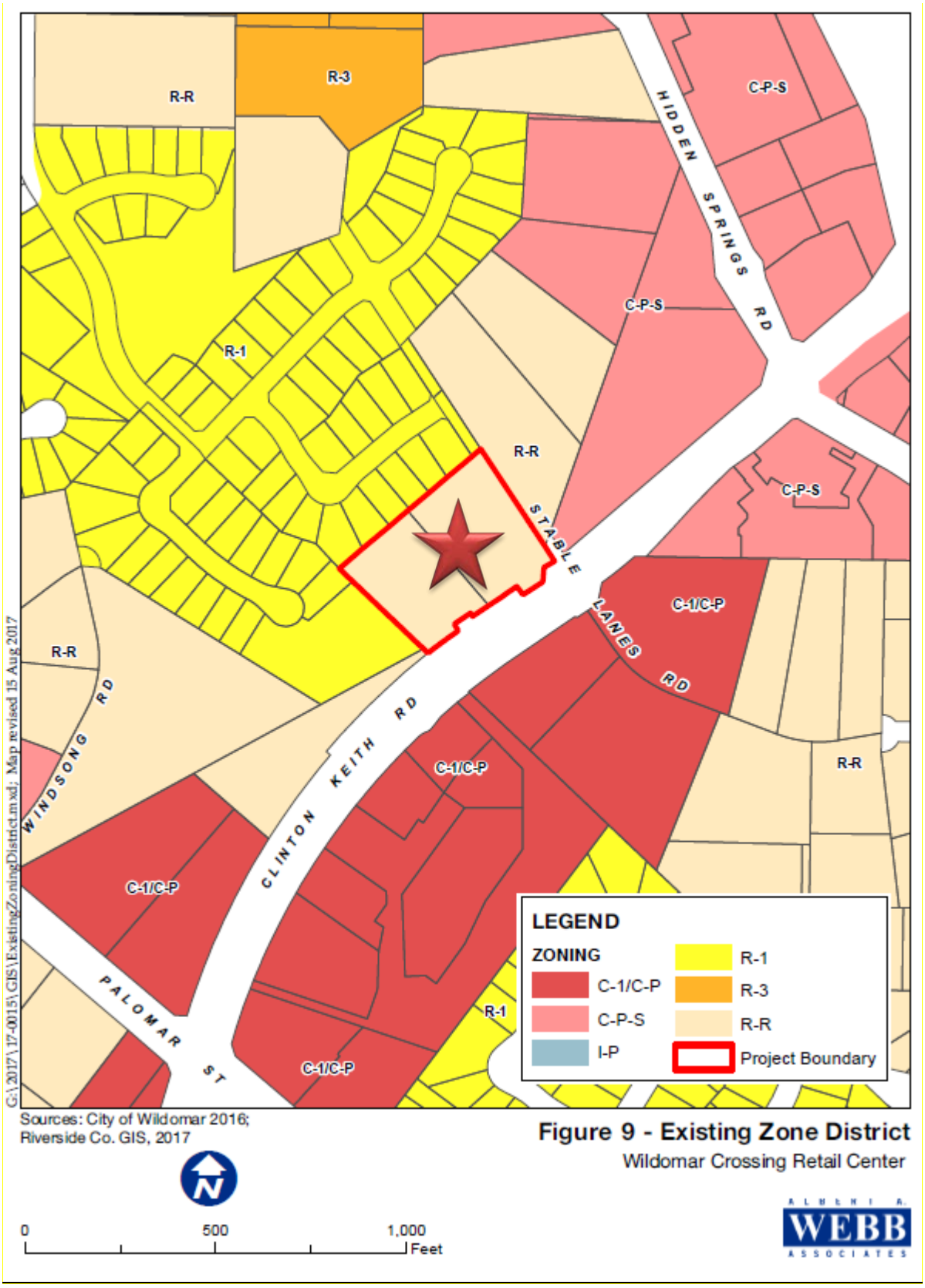
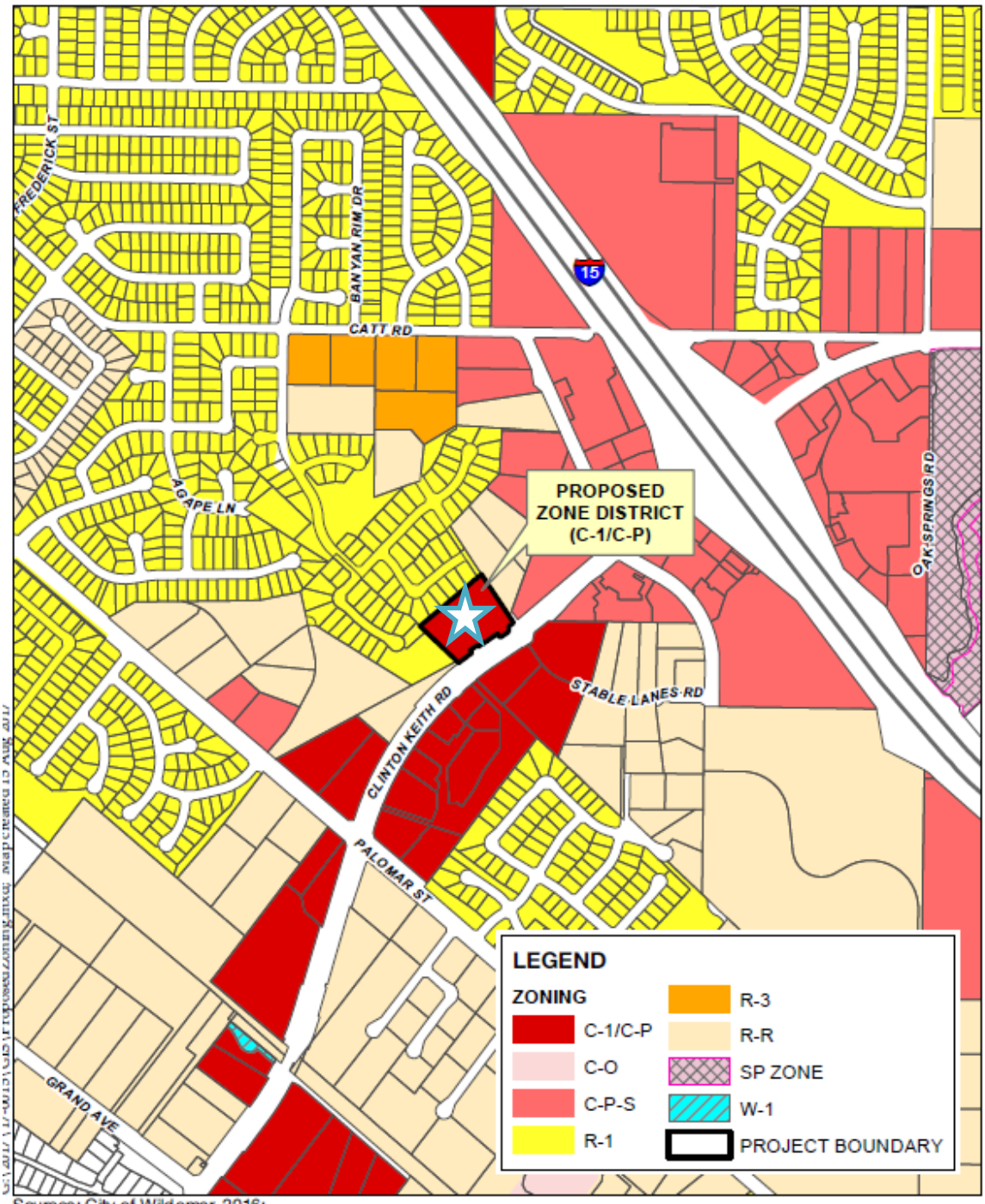



**Figure 9 - Existing Zone District**
Wildomar Crossing Retail Center

## Proposed Change of Zone Exhibit (I-P rezone to M-SC)




Sources: City of Wildomar, 2016;
Riverside Co. GIS, 2017

0 500 1,000 1,500 Feet

**Figure 10 - Proposed Zone District**

Wildomar Crossing Retail Center

ALBERT A. WEBB ASSOCIATES

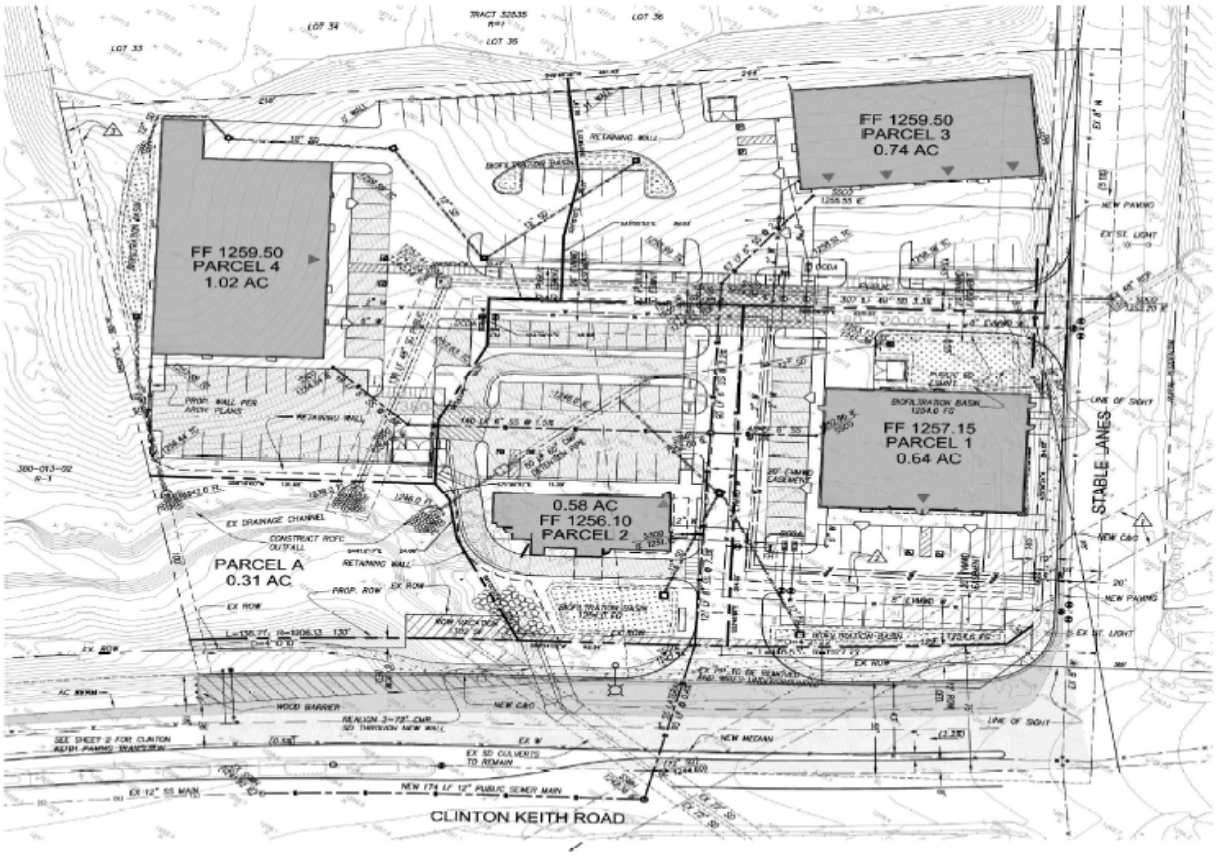
***Parcel Map No. 37311 Application:***

The Applicant has proposed a parcel map to subdivide the 3.4 acre site into five (5) parcels to accommodate the future sale of individual lots. This is a common practice for retail centers, and each parcel has been designed to allow one building on each parcel. The Parcel map is subject to the development standards of the C-1/C-P zone in terms of lot area; however, the C-1/C-P zone has no minimum lot size so the four parcels do meet the lot standard. Staff's analysis of the findings in support of the parcel map is provided in the Findings of Fact section of the staff report.

The summary table below reflects the breakdown of the proposed lots, and a reduced copy of the parcel map is provided below as well.

| Lot/Parcel Number | Proposed Use | Parcel/Lot Size (Ac.) | Minimum Standard | Meets Code Standards |
|---|---|---|---|---|
| 1 | Auto Zone Store | 0.64 ac. | 0.00 ac. | Yes |
| 2 | Wendy's Rest. | 0.54 ac. | 0.00 ac. | Yes |
| 3 | Multi-Tenant Store | 0.74 ac | 0.00 ac. | Yes |
| 4 | Dollar Tree Store | 1.02 ac. | 0.00 ac. | Yes |
| 5 | Open Space/Drainage | 0.31 ac. | 0.00 ac. | Yes |

**Parcel Map No. 37311 Exhibit**



***Plot Plan No. 16-0134 Application:***

In accordance with Section 17.72 (C-1/C-P) of the Wildomar Municipal Code (WMC), the Wildomar Crossings Retail Center project is a permitted use subject to the approval of a Plot Plan (Section 17.216, WMC). The Plot Plan (i.e., development plans package) serves as the permit to develop the proposed 26,204 square-foot retail center with four (4) buildings. The project site is about 3.4 acres+ and includes four separate buildings.

The Applicant has identified three users that will occupy buildings 1, 2 and 4. Building 3 is a multi-tenant building and no specific users have been identified as of the writing of this report. As a point of reference, the zoning ordinance does not regulate the *"type of businesses"* that may locate in a retail center. As noted in Section 17.72 of the WMC, the users noted below fall within the general category of commercial and retail uses.

| Building Number | Proposed Tenant User | Building Size (s.f.) |
|---|---|---|
| 1 | Auto Zone Store | 7,004 s.f. |
| 2 | Wendy's Rest. | 2,600 s.f. |
| 3 | Multi-Tenant Store | 6,600 s.f. (up to 4 "suites") |
| 4 | Dollar Tree Store | 10,000 s.f. |
| **Total Building Size** | | **26,204 s.f.** |

*Buffering/Noise:*

With respect to the existing residences located north of the project site, there is a 75-foot separation between the nearest residential structure and Building 3. This area will contain 15 feet of dense on-site landscaping to buffer activity. To create a better landscape buffer between the project and residences, staff has proposed a condition (Planning Condition No. 70) that will require additional landscaping on the slope north of the project site by planting a variety of 24"-box and 36"-box trees and a variety of shrubs along the southerly slope of the North Ranch HOA landscape area located between the project sites' north property line and the existing block wall at the top of the HOA slope. Specifically, this condition reads as follows:

> *"Prior to the issuance of the project's first occupancy permit, if the North Ranch Homeowners Association has entered into a contract with a licensed Landscape Contractor for the installation of landscaping on the HOA's property to provide a landscape buffer on the slope north of the project site by planting a variety of 24"-box and 36"-box trees and a variety of shrubs along the southerly slope of the North Ranch HOA landscape area located between the project sites' north property line and the existing block wall at the top of the HOA slope, then the Applicant shall pay up to $20,000.00 toward the contract cost directly to the licensed Landscape Contractor prior to the City's issuance of the project's first occupancy permit. If the North Ranch Homeowners Association has not entered into a contract with a licensed Landscape Contractor for this work when the Applicant contacts the City to initiate the process for issuance of the project's first occupancy permit, the City*

*shall give the North Ranch Homeowners Association 30 days written notice to enter into a contract with a licensed Landscape Contractor for this work. If the North Ranch Homeowners Association fails to enter into a contract with a licensed Landscape Contractor for this work within this 30 day period, the City shall issue the project's first occupancy permit and this condition and its obligation for the Applicant to pay up to $20,000.00 of the contract cost shall be null and void."*

In addition to the above, all roof mounted equipment is conditioned to be screened, as well as truck deliveries are restricted to the hours of 8 am and 8 pm (Planning Condition No. 64) to help reduce noise.

*Site Plan/Building Layout:*

The site plan has been designed to meet the development standards of the C-1/C-P zone in accordance with Section 17.72 of the WMC. Staff has analyzed the proposed project site plan to ensure compliance with the development standards related to setbacks, building height, and parking. The table on the following page outlines these details and whether each development standard has been met.

**C-1/C-P Zone Development Standards Table**

| Development Standards | Minimum Dev. Standard | Proposed Project | Meets Requirements |
|---|---|---|---|
| Minimum Lot Area | No minimum standard | 3.4± acres | Yes |
| Building Height | 50 feet (maximum) | 33 feet (tallest point – Bld. #4) | Yes |
| Required Setbacks | | | |
| Front Yard Street Setbacks (CKR & Stable Lanes) | 0-foot setback distance for buildings less than 35 feet in height. | • Bld. #1 = 5' along Stable Lanes and 80' along CKR. | Yes |
| | | • Bld. #2 = 165' along Stable Lanes) and 50' along CKR. | Yes |
| | | • Bld. #3 = 5' along Stable Lanes and 268' along CKR. | Yes |
| | | • Bld. #4 = 325' along Stable Lanes and 165' along CKR. | Yes |
| Side Yard Setback (west property line) | 0-foot setback distance for buildings less than 35 feet in height. | • Bld. #4 = 13'-9" along west property line. | Yes |
| | | • Bld. #2 = 155' along west property line. | Yes |
| Rear Yard Setback (north property line) | 0-foot setback distance for buildings less than 35 feet in height. | • Bld. #3 = 15'-3" along north property line. | Yes |
| | | • Bld. #4 = 10'-5" along north property line. | Yes |

*Off-Street Parking:*
The proposed retail project must also comply with the parking and landscaping standards outlined in Section 17.188 and 17.276, respectively. The retail project has four buildings ranging in size from 2,600 to 10,000 square feet with a total size of 26,204 square feet. As a neighborhood retail center, the parking code requires 5.5 parking spaces per 1,000 square feet of building use. This means the total required parking for the project is 144 spaces. The site plan shows 145 parking spaces provided, thus, the parking requirement has been met. This amount includes all required handicap/accessible stalls. Each parking stall has also been designed to meet the minimum stall dimensions, including drive aisles and back-up areas. Since the Applicant intends to subdivide the site into 4 parcels, a reciprocal access and parking agreement must be recorded concurrently with the final parcel map. This ensures that visitors and park wherever they want on the site, and that access between the parcels can be achieved (refer to Public Works Condition No. 29 in Attachment C, Exhibit 1). The table on the following page summarizes compliance with the required parking standards.

**Parking/Landscaping Standards Table (17.188)**

| Parking Standards | Minimum Parking Requirement Standard | Proposed Project | Meets/Exceeds Requirements |
|---|---|---|---|
| Commercial Retail Buildings (26,204 s.f.) | 5.5 spaces / 1,000 s.f. = 144 spaces | 145 spaces | Yes |
| Parking Stall Size (open) | 9' x 18'<br>11' x 18' (end stalls) | 9' x 18'<br>11' x 18' (end stalls) | Yes<br>Yes |
| On-site Drive Aisles | 24 feet | 25 – 30 feet minimum | Yes |
| Open Parking Area Shading | 50% | 55% | Yes |
| Interior Parking Area Landscaping | 10% | 19% | Yes |

*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 conceptual 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.

*On-Site Vehicular Circulation and Access:*
The primary vehicular access for visitors and employees will occur from Stable Lanes Road driveway with secondary access (right-in & right-out) being provided on Clinton Keith Road. The site has also been conditioned to construct public improvements along both Stable Lanes and Clinton Keith Road, including most importantly a traffic signal at the intersection of Stable Lanes and Clinton Keith Road. These improvements will provide safe pedestrian and vehicular circulation for the project, including emergency vehicle access. Refer to Public Works conditions 40, 42, 43 & 44 for specific detail on these public improvements (Attachment D, Exhibit 1).

*Proposed Grading:*
According to the preliminary grading plan, the project will require approximately 7,900 cubic yards of cut and 11,900 cubic yards of fill material to build the project. This leaves a need for the Applicant to import about 4,000 cubic yards of dirt. While the Applicant could not achieve a "balanced site," the amount of import is small. Based on review of the preliminary grading and site design, and the environmental analysis, the proposed grading plan is in compliance with city grading policies.

*Proposed Architecture:*
While the city does not have commercial design guidelines, staff worked with the Applicant to achieve an architectural design that is consistent with the design of existing retail centers along the Clinton Keith Corridor. The architectural theme for the commercial retail project can be loosely characterized as a "modern Craftsman" with design elements such as stucco, wood trellis's, columns, etc. The color scheme is earth tone scheme. Architectural elevation exhibits are provided on the following pages.

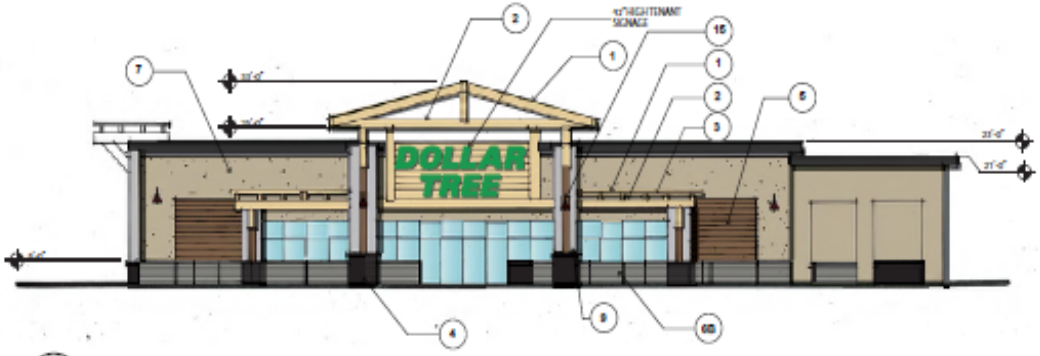
*Conclusion:*
Based on review of the proposed site plan, grading plan, landscaping plan and architectural elevations, the Planning Department has determined that the Wildomar Crossings Retail Center project does meet and exceed all applicable development standards. The project as proposed is also consistent with the General Plan land use designation of Commercial Retail. 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 (refer to Attachment C & D, Exhibit 1).

Project development plans are provided for City Council review in Attachments F – H of the staff report packet. The following exhibits provide a snap-shot illustration of each.

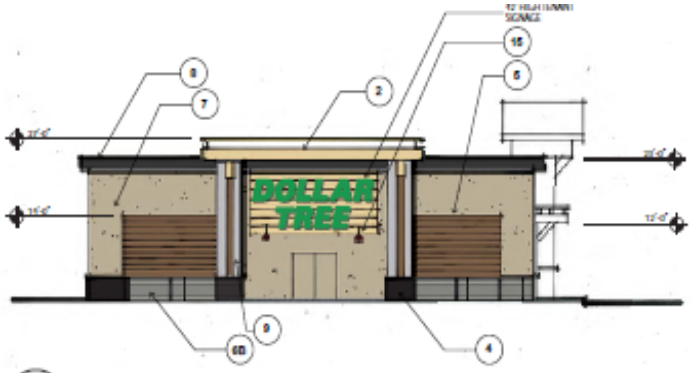
## Site Plan / Landscape Plan Exhibit



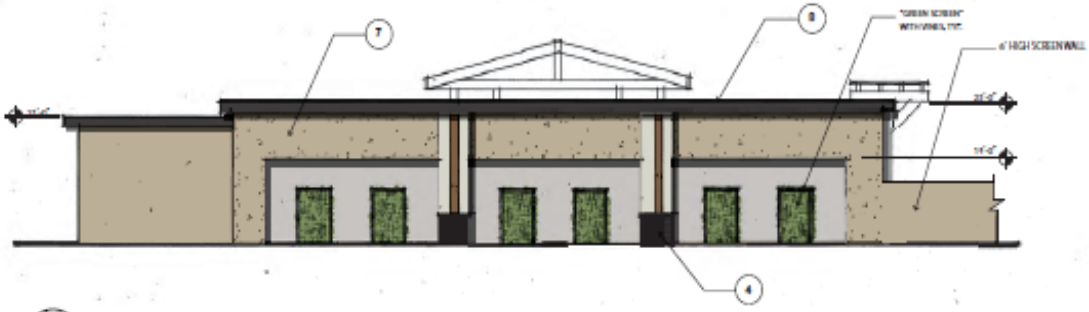
# Proposed Building Elevation Exhibits



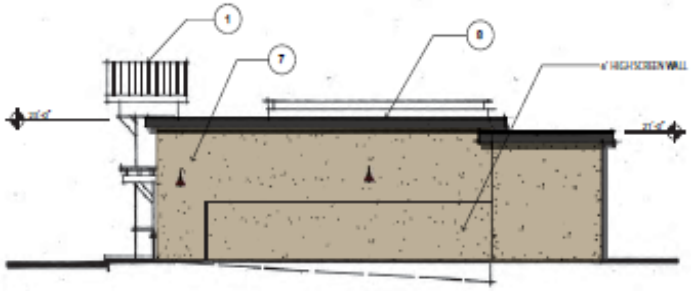

1 EAST ELEVATION



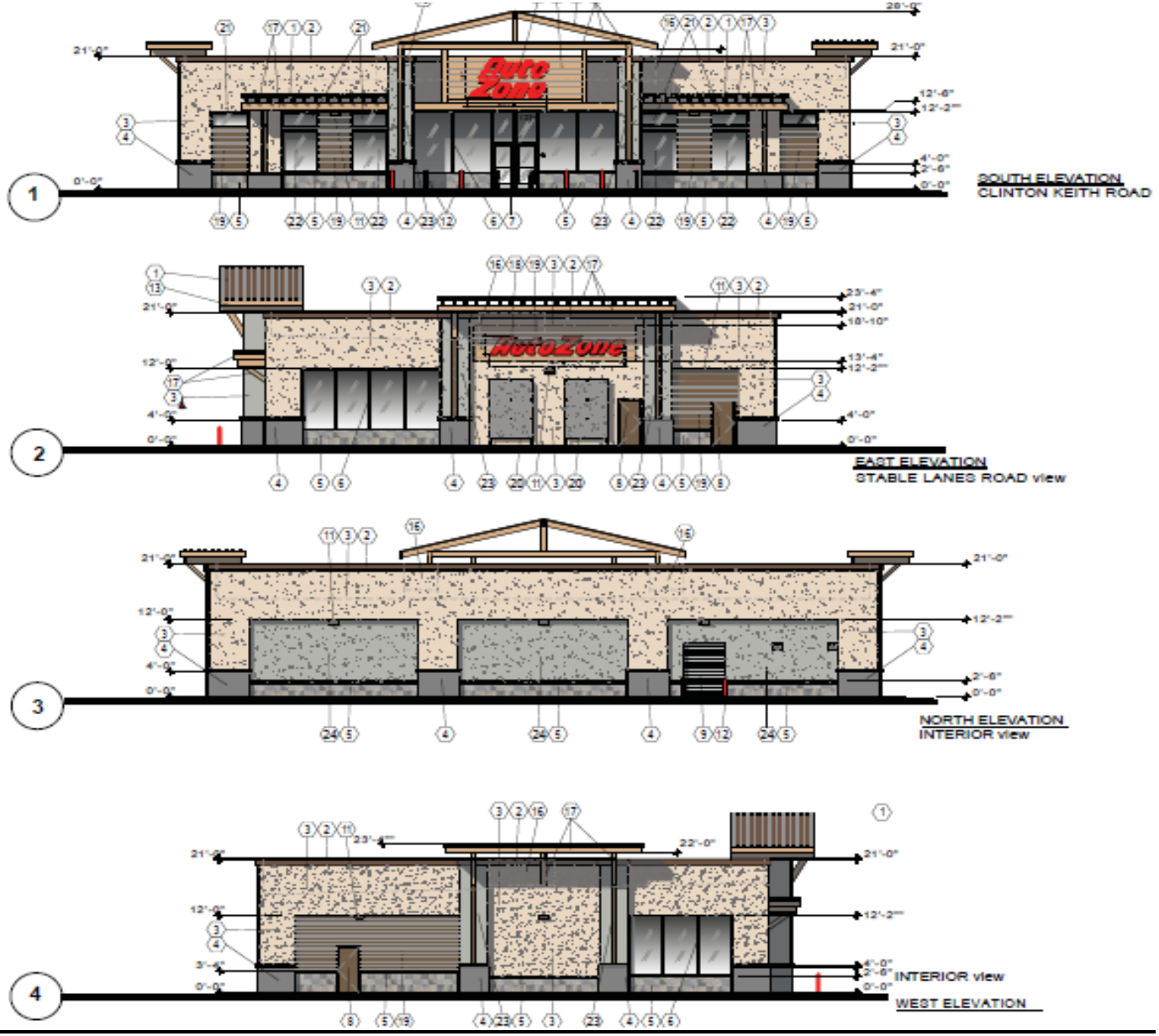

2 SOUTH ELEVATION

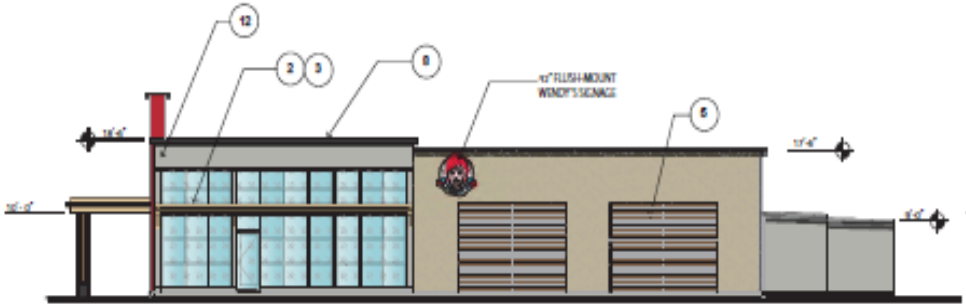


3 WEST ELEVATION



4 NORTH ELEVATION


1
SOUTH ELEVATION
CLINTON KEITH ROAD
2
EAST ELEVATION
STABLE LANES ROAD view
3
NORTH ELEVATION
INTERIOR view
4
INTERIOR view
WEST ELEVATION



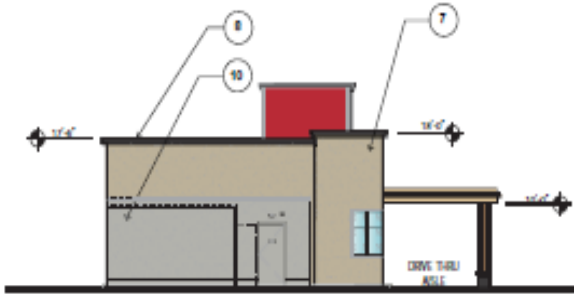

1 NORTH ELEVATION




2 EAST ELEVATION

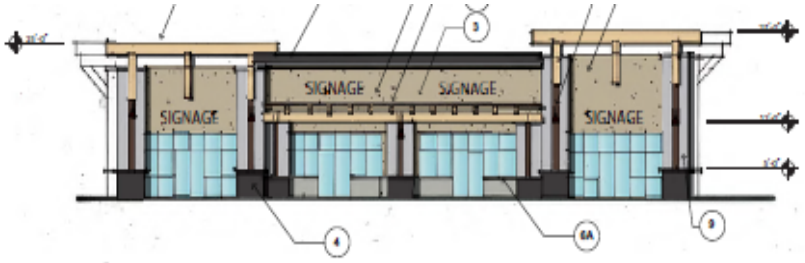



3 SOUTH ELEVATION

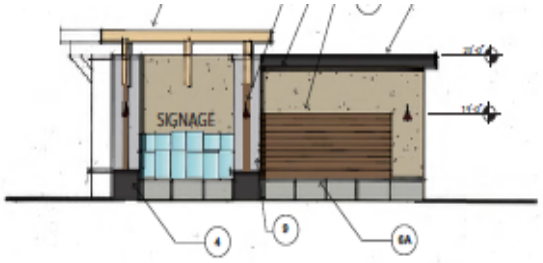



4 WEST ELEVATION

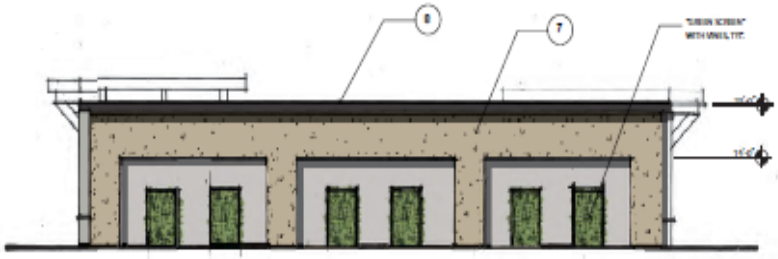
## Building 3 (Multi-Tenant Building



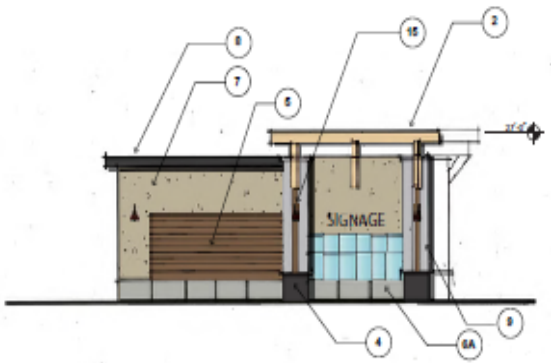

1 SOUTH ELEVATION




2 EAST ELEVATION



3 NORTH ELEVATION




4 WEST ELEVATION

***AB 52 Compliance - Tribal Consultation:***

AB 52 requires the lead agency to contact all culturally affiliated tribes that could be affected by a project within 14 days of receiving a development application. The Wildomar Crossings Retail Center project was formally November 29, 2016. In accordance with state law, tribal consultation letters were sent to five (5) local Indian tribes (i.e., Agua Caliente, Morongo, Soboba, Pechanga & Rincon) on November 30, 2016. Within the prescribed 30-day deadline, the city received two (2) consultation request letters from the Soboba and Pechanga tribes. The city as the lead agency has an additional 30 days to set up consultation meetings with the responding tribes. Staff met via a conference calls with the Soboba tribe on February 1, 2017 and with the Pechanga tribe on February 28, 2017.

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.

The City has complied with the notification and procedural requirements under AB 52. The AB 52 consultation documentation is provided within the IS/MND (refer to Attachment A, Exhibit 1 - 4). Based on our AB 52 consultation process, the city and tribes agreed to six (6) cultural mitigation measures to be imposed on the project (refer to Planning conditions 52 - 57, Attachment D, Exhibit 1). These measures will 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 discovered during the construction phases. Thus, the proposed Wildomar Crossings Retail Center project will not result in any significant impacts to cultural resources and/or tribal cultural resources, thereby, complying with AB 52.

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.” Since the city and tribes have agreed to mitigation measures, the AB 52 consultation process was concluded.

**PROJECT FINDINGS OF FACT:**

In accordance with state law and city ordinances, the following findings are presented to the City Council, upon recommendation of the Planning Commission, to adopt MND/MMRP, and approve the Change of Zone, Tentative Parcel Map and Plot Plan for the Wildomar Crossings Retail Center project.

***CEQA/MND Findings:***

Based on the analysis above and compliance with CEQA Guidelines, the Planning the Planning Commission, in light of the whole record before it, including but not limited to, the draft IS/MND, Technical Appendices, Final MND/Response to Comments, and Mitigation Monitoring and Reporting Program, 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 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 City Council 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 City Council concludes that the project will not have a significant effect on the environment with adoption of the proposed mitigation measures as outlined in the Mitigation Monitoring and Reporting Program.

***Change of Zone No. 16-0134 Findings:***

In accordance with Government Code Sections 65855 and Chapter 17.280 of the Wildomar 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 therein, the City's General Plan and Zoning Ordinance, and any other evidence within the record or provided at the public hearing of this matter, recommends the City Council make the following finding in support of Change of Zone No. 16-0138:

A. The proposed change of zone is in conformance with the adopted General Plan for the City of Wildomar.

Evidence: The existing general plan land use designation for the project site is Commercial Retail (CR). The zone change from R-R (Rural Residential) to C-1/C-P (General Commercial) is highly consistent with the CR land use designation in that it encourages the development of neighborhood commercial retail centers that will provide commercial and retail uses to Wildomar residents consistent with the provision of this CR land use designation. Further, the C-1/C-P zone is a more appropriate zoning category for the proposed project in that the existing R-R zone is not consistent with the CR land use designation nor does it provide for the development of neighborhood commercial retail centers. Therefore, the proposed change of zone to C-1/C-P will create consistent zoning with the General Plan for the entire project site.

***Parcel Map No. 37311 - Findings:***

In accordance with Government Code §66473.1, §66473.5 and §66474, and Title 16 (Subdivisions) 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 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 make the following findings in support of Parcel Map No. 37311:

A. The proposed Parcel map is consistent with the City's General Plan and any applicable specific plan as specified in Government Code Section 65451.

Evidence: The proposed parcel map (TPM No. 37311) is consistent with the City's General Plan land use designation of Commercial Retail (CR) which has been established since the City's 2008 incorporation, and the proposed C-1/C-P zoning designation, in that the land use and zoning designations are intended to facilitate the development of commercial and retail land uses and businesses. Given its close proximity other retail and surrounding residential neighborhoods, the Wildomar Crossings Retail project will provide additional commercial and retail service opportunities for residents to shop close to home which is also encouraged in the CR land use and C-1/C-P zoning designations. Given these facts, the proposed

Parcel Map is consistent with the General Plan. Therefore, the proposed Parcel map meets this finding.

In addition to the above discussion, the commercial and retail project also is consistent with the following land use policies:

LU 4.1 The proposed commercial retail 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 commercial retail project will be developed in accordance with the CR land use and C-1/C-P zoning designations that are intended to ensure compatibility and minimize impacts.

LU 22.1 The proposed commercial retail project will accommodate the development of commercial, retail and restaurant users in an area that is appropriately designated by the General Plan land use designation of Commercial Retail (CR).

LU 22.10 The proposed commercial retail project has been designed in a manner that considers the surrounding area and that visually enhances the semi-rural character of the community.

LU 23.1 The proposed commercial retail project is properly located on property that has had the General Plan land use designation of Commercial Retail (CR) since City incorporation in 2008.

LU 23.8 The proposed commercial retail project is located in a commercially designated area that will provide additional commercial and retail services, including sales tax and jobs for Wildomar residents.

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 policies applicable to commercial parcel maps located in the CR land use designation and all development standards of the proposed C-1/C-P zone. The site has also been designed and conditioned to construct public improvements such as street widening, traffic signal, etc., which will provide safe pedestrian and vehicular circulation for the project, including emergency vehicle access. Further, utilities, and drainage facilities have been properly designed in conformance with City standards. Given these facts, the proposed Parcel Map has been designed to be consistent with the City's General Plan. There is no specific plan governing this project. Therefore, the proposed Parcel map meets this finding.

C. The site is physically suitable for the type and proposed density of development.

Evidence: The project site encompasses approximately 3.4± acres. The tentative map proposes to subdivide the site into four (4) parcels to accommodate the future sale of these parcels. Each parcel exceeds the minimum lot size for parcels in the C-1/C-P zone (Chapter 17.72 of the WMC) so this parcel map is physically suitable to accommodate the proposed 26,204 square-foot commercial and retail project. Full ingress and egress has been provided from Stable Lanes, with restricted "right-in right-out" ingress and egress on Clinton Keith to ensure vehicular safety. Further, the project has been designed to meet all development standards (i.e., setbacks, building height, parking, landscaping, etc.) of the proposed C-1/C-P zone so no variances or exceptions are needed to build the project. Given these facts, the proposed Parcel Map is physically suitable for the type and proposed density of development. Therefore, the proposed Parcel map 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 for the proposed commercial and retail project, including Parcel Map No. 37311, that lead to the preparation of a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program. The MND for the Wildomar Crossings Retail project, analyzed all the required environmental issues as mandated by CEQA law, including issues related to fish and wildlife and their respective habitats as required in this finding. Specifically, the project was required to prepare a Biological Resources Assessment, Jurisdictional Delineation and a Determination of Biologically Equivalent or Superior (DBESP) to address fish and wildlife habitat on the project site.

As part of the environmental review, the City and Applicant coordinated the preparation of these studies with the U.S. Fish and Wildlife and California Fish and Wildlife agencies. Based on their review and coordination, 14 biological mitigation measures were created (and supported by the Wildlife Agencies) for the project to address and mitigate project impacts. These mitigation measures have been added into the required Mitigation Monitoring and Reporting Program (MMRP) and project conditions as required by CEQA (refer to Planning Conditions No. 8 – 21). Given these facts, it has been determined that the design of the proposed 4-lot parcel map and proposed improvements will not likely cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat project with implementation of the proposed mitigation measures described above. Therefore, the proposed Parcel 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 on-site and off-site improvements to accommodate the project have been conditioned to comply with all applicable city ordinances, codes, and standards including, but not limited to, regional water quality and stormwater runoff management requirements 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 Parcel 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. 16-0134 - Findings:***

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 make the following findings in support of Plot Plan No. 16-0134:

A. The proposed use is consistent with the Wildomar General Plan and Zoning Ordinance.

Evidence: The Applicant is proposing a Plot Plan (in accordance with Section 17.72 of the Wildomar Municipal Code) to develop a 26,204 square-foot commercial and retail shopping center consisting of the following uses: 1) a 10,000 square-foot Dollar Tree store; 2) a 7,004 square-foot Auto Zone store; 3) a 2,600 square-foot Wendy's drive-through restaurant; and 4) a 6,600 square-foot multi-tenant retail building (users to be determined at a later date). Approval of the Plot Plan must be consistent with the General Plan land use designation of Commercial Retail (CR) and development standards of the C-1/C-P zone (Section 17.72 of the Wildomar Municipal Code).

In evaluating the proposed retail and commercial center, the design of the plot and proposed uses is consistent with the existing CR general plan land use designation in that this land use designation specifically encourages the development of

neighborhood commercial and retail centers. With its close proximity to residential neighborhoods in the area, the Wildomar Crossings Retail project will provide commercial and retail services to meet the needs of city residents and provide jobs and sales tax revenue. Given that the C-1/C-P zone is highly consistent with the CR land use designation, the proposed project is consistent with the General Plan as required by this finding. In addition, the proposed use also is consistent with the following General Plan policies:

LU 4.1 The proposed commercial and retail 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 commercial and retail project has been developed in accordance with the proposed General Plan land use designation of CR which ensures land use consistency.

LU 22.1 The commercial and retail project will accommodate the development of commercial and retail uses on a site that is appropriately designated by the General Plan for these type of uses.

LU 22.10 The proposed commercial and retail project is designed to consider the surrounding areas to visually enhance the appearance and character of the area.

LU 23.1 The proposed commercial and retail project is properly located and designated for commercial development in accordance with the General Plan land use category of CR.

LU 23.8 The commercial and retail project is located in a commercially designated area that will provide neighborhood services, jobs and sales tax revenues for the City in accordance with the General Plan.

Further, the proposed plot plan has been evaluated in detail to ensure the site is developed in compliance with the development standards of the proposed C-1/C-P zone. Based upon a detailed review of the development plans, all development standards outlined in the C-1/C-P zone related to setbacks, building height, etc., have been met and/or exceeded (refer to the development standards summary table of the staff report for additional detail). Further, the design and layout of the project, meets and exceeds the parking, signage and landscaping standards outlined in Section 17.188, 17.252 and 17.276 of the Zoning Ordinance (refer to the development standards summary table of the staff report for additional detail).

With respect to the existing residences located north of the project site, there is a 75-foot separation between the nearest residential structure and Building 3. This area will contain 15 feet of dense on-site landscaping to buffer activity. To further create a landscape buffer between the project and residences, staff has proposed a

condition (Planning Condition No. 70) that requires the Applicant to pay up to $20,000.00 toward the contract cost directly to a licensed Landscape Contractor to be hired by the North Ranch Homeowners Association to provide a landscape buffer on the slope north of the project site by planting a variety of 24"-box and 36"-box trees and a variety of shrubs along the southerly slope of the North Ranch HOA landscape area located between the project sites' north property line and the existing block wall at the top of the HOA slope. In addition, all roof mounted equipment is conditioned to be screened, as well as truck deliveries are restricted to the hours of 8 am and 8 pm (Planning Condition No. 64) to help reduce noise. Given these factors, the proposed project meets this finding. Given this, the proposed project is consistent with the Zoning Ordinance as required by this finding.

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 Wildomar Crossings Retail project has been designed to conform to the logical development of the land and is compatible with the present and future logical development of the surrounding property. The site has an existing general plan land use designation of Commercial Retail (CR) which has existed since the city incorporated in 2008, including the area to the east, west and south of the site. The Clinton Keith corridor has always been anticipated in the General Plan as a commercial and retail corridor given its immediate proximity to Clinton Keith Road (a highly traveled street). There are several existing commercial retail centers near the proposed project location which when combined create the commercial retail-like corridor anticipated along Clinton Keith Road.

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 plot plan has been designed to consider the location and need for dedication and improvement of necessary streets and sidewalks, including the avoidance of traffic congestion. As part of the City Engineer's review of the proposed project it was determined that certain public improvements were needed related to Stable Lanes and Clinton Keith Road.

Public Works Condition No. 40 states:

*"Prior to the recordation of the final map or issuance of the first building permit, the Applicant shall design and improve (or secure) Clinton Keith Road per the City of Wildomar Road Improvement Standards & Specifications, Improvement Plan Check Policies and Guidelines and to the satisfaction of the City Engineer. Interim striping will be determined at Improvement Plan submittal. Improvements shall be constructed across the project frontage and through the intersection with Stable Lane and shall include all required transitions on both ends of the project, including removing, replacing and adding signage and striping off site."*

Public Works Condition No. 42 states:

*"Prior to the recordation of the final map or issuance of the first building permit, the Applicant shall design and improve (or secure) Stable Lanes Road, with a 20-ft paved section from centerline to curb face and a 10-ft parkway, per the City of Wildomar Road Improvement Standards & Specifications, Improvement Plan Check Policies and Guidelines and to the satisfaction of the City Engineer. Improvements may require off-site transitions to adequately facilitate the movement of traffic through the signalized intersection consistent with alignment plan in the approved TIA."*

Public Works Condition No. 43 states:

*"Prior to recordation of the final map, the Applicant shall design and improve (or secure) parkway improvements to provide pedestrian connectivity from the project site to Renaissance Plaza located on Clinton Keith Road, southwest of the project site. Improvement shall be to the satisfaction of the City Engineer."*

Public Works Condition No. 44 states:

*"Prior to recordation of the final map, a signing and striping plan shall be approved by the City Engineer. The signing striping plan shall establish "No Stopping Zones" along the project frontage. The project proponent shall be responsible for any additional paving and/or striping removal caused by the striping plan to the satisfaction of the City Engineer."*

These four conditions ensure that the location and need for dedication and improvements of necessary streets and sidewalks, including the avoidance of traffic congestion will be implemented that achieves vehicular and pedestrian safety as a result of the development of this project. Given this, the proposed project is consistent with 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 construction of the 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 and treat it in accordance with local and state laws. Further the project was required to prepare a Hydrology/Hydraulic study and Preliminary Water Quality Management Plan as part of the MND which analyzed and addressed in detail all drainage impacts that could have resulted from this project (refer to Public Works Condition No. 27 – 30). In addition, the Public Works department has proposed a condition (PW Condition No. 39) to address the re-alignment of a 72" storm drain under Clinton Keith to ensure adequate drainage

continues in accordance with local and state law. Given these factors, the proposed plot plan 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 parcel map (TPM No. 37311) to subdivide the property to accommodate the proposed Wildomar Crossings Retail project. The tentative map has been properly conditioned to be recorded prior to any occupancy of the project; therefore, the proposed project meets this finding.

**PUBLIC COMMUNICATION/NEIGHBORHOOD OUTREACH:**

The Applicant hosted a neighborhood meeting on November 2, 2017 with residents living in the North Ranch community which is located immediately north of the project site. Approximately 18 people attended the meeting which was held at the Sycamore Academy school. The purpose of the meeting was to inform the residents of the proposed project and to solicit input from them on the design and proposed uses. Staff did not attend the meeting as this was administered by the Applicant and his development team.

During the months of January and February 2018, the Planning Department received three (3) public comment letters from various residents living in the North Ranch community, and a formal petition letter from the North Ranch HOA (signed by 103 residents). Most of the comments in the letter and petition express opposition to the proposed project for a variety of reasons. Staff has provided the letters and HOA petition for Commission review in Attachments J & K.

**FISCAL IMPACTS:**

The Wildomar Crossings Retail Center project will not have a fiscal impact on the city's general fund. In accordance with the Development Impact Fee (DIF) ordinance adopted by the City Council, along with the required regional impact fees (i.e., TUMF, MSHCP, EUSD, etc.), this project is required to pay approximately $580,744 in total fees. These fees are paid typically prior to the issuance of building permits/occupancy some of which may be reimbursed if eligible. In addition, the project is conditioned to be annexed into the city-wide CFD 2013-1 which will pay its fair share of park maintenance fees through the CFD services. The CFD revenue will be determined and finalized based on final plans and the level of maintenance required. Lastly, the property will pay its Measure Z parcel tax of $28/parcel/year (total $112/year).

**PUBLIC NOTICING:**

In accordance with Government Code Section 65854 and Chapter 17.216 of the Wildomar Municipal Code, the Planning Department on April 24, 2018 mailed a public hearing notice to all property owners within a 600-foot radius of the project boundaries

notifying said property owners of the May 9, 2018 public hearing for the Wildomar Crossings Retail Center project which would be considered by the City Council. In accordance with Ordinance No. 135, the Planning Department on April 26, 2018 posted two (2) public hearing notice "sign boards" along the Clinton Keith Road and Stable Lanes street frontage notifying the general public of the May 9, 2018 public hearing for the Wildomar Crossings Retail Center project which would be considered by the City Council. In accordance with Section 17.04.050 of the Wildomar Municipal Code, the Planning Department on April 27, 2018 also published a legal notice in the "Press Enterprise", a local newspaper of general circulation notifying the general public of the May 9, 2018 public hearing for the Wildomar Crossings Retail Center project which would be considered by the City Council.

| | |
|---|---|
| Respectfully Submitted, | Reviewed By, |
| Matthew C. Bassi | Gary Nordquist |
| Planning Director | City Manager |

**ATTACHMENTS:**

A. PC Resolution No. 2018-08 – IS/MND Resolution
   - 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)

B. PC Resolution No. 2018-09 – Change of Zone 16-0134 Resolution

C. PC Resolution No. 2018-10 – TPM No. 37311 Resolution
   - Exhibit 1 - Conditions of Approval

D. PC Resolution No. 2018-12 – Plot Plan 16-0134 Resolution
   - Exhibit 1 - Conditions of Approval

E. Tentative Parcel Map 37311 Exhibit

F. Project Development Plans/Grading Plans Exhibits

G. Project Landscape Plan Exhibits

H. Project Architectural Elevation and Sign Exhibits

I. Neighborhood Meeting Sign In Sheet (11-2-17)

J. North Ranch Resident Comment Letters

K. North Ranch HOA Opposition Petition (dated Feb. 26, 2018)

L. Tom Boussiacos Comment Letter

M. Witter/Parking, LLP MND Comment Letter #2

N. Applicant's response letter to the Witter/Parking, LLP letter

**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)

# WILDOMAR CROSSING, LLC

May 18, 2023

Matthew C. Bassi
Community Development Director
City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

Re: Wildomar Crossing Retail Extension

Dear Mr. Bassi:

We are requesting an extension for the Wildomar Crossing retail project approvals to address budgeting and financing issues.

Thank you for your consideration.

Sincerely,

Rob Mann

125 STILLMAN STREET, SAN FRANCISCO, CA 94107
415-990-3378
robmann@frontlinecap.com

# Wildomar Crossings Project
# Extension of Time #3

## Planning Commission Meeting
## Agenda Item 3.1
## March 19, 2025

# PROJECT SITE




**Location is on the NWC of Stable Lanes and CKR**

**The project site encompasses about 3.4 acres.**

# PROJECT BACKGROUND

- The Planning Commission originally reviewed Plot Plan 16-0134 (Wildomar Crossings Project) on April 18, 2018.
- The Commission's review also included recommendation for the adoption of a Mitigated Negative Declaration, MMRP, Tentative Parcel Map and approval of a Change of Zone from R-R to C-1/C-P.
- The Change of Zone was needed for the retail use while the Plot Plan was needed to develop a 26,204 square-foot retail center with related on-site/off-site improvements and landscape amenities.

# PROJECT BACKGROUND

- **The City Council reviewed the Commission's recommendations on May 9, 2018, and took the following actions:**
  - **Adoption of the MND/MMRP;**
  - **Approval of the Change of Zone from R-R to C-1/C-P;**
  - **Approval of a Tentative Parcel Map to subdivide the 3.4+ acre site into five (5) parcels (including 1 open space lot) to accommodate the proposed retail project; and**
  - **Approval of the Plot Plan to develop a 26,204 square-foot retail center with related on-site/off-site improvements and landscape amenities.**

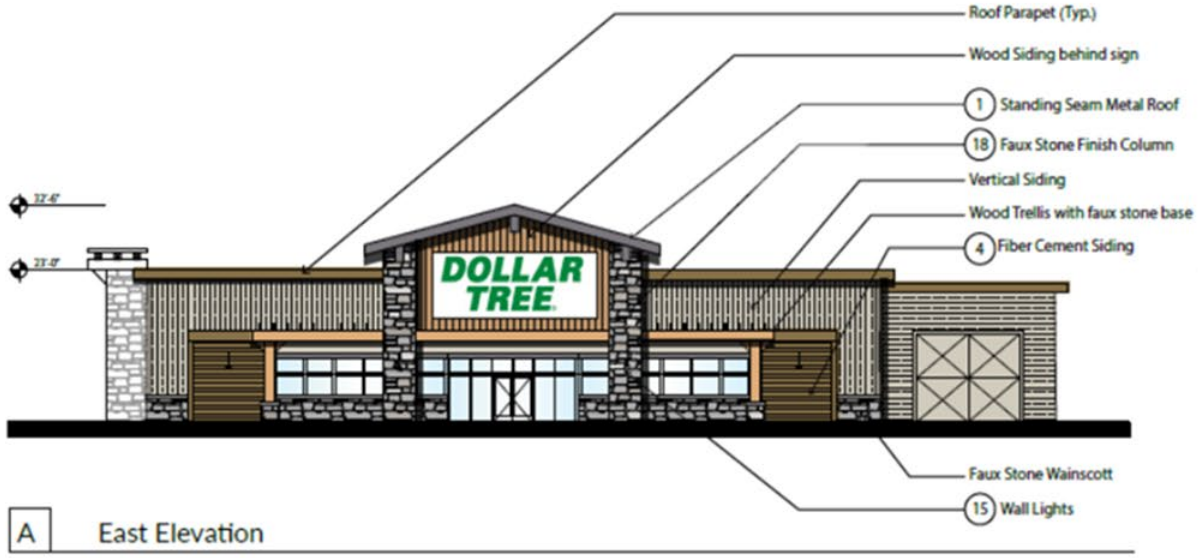
# PROJECT BACKGROUND

- The Planning Commission originally reviewed the architectural theme at its April 18, 2018, meeting, but did not approve it.
- The Planning Commission's recommendation to Council was for the final architectural package to be approved by the Planning Director.
- At its May 9, 2018, meeting, the Council approved revised language that required the final architectural package to be approved by the Planning Commission instead of the Planning Director.
- The Planning Commission reviewed and approved the final architectural design at its July 18, 2018 meeting.

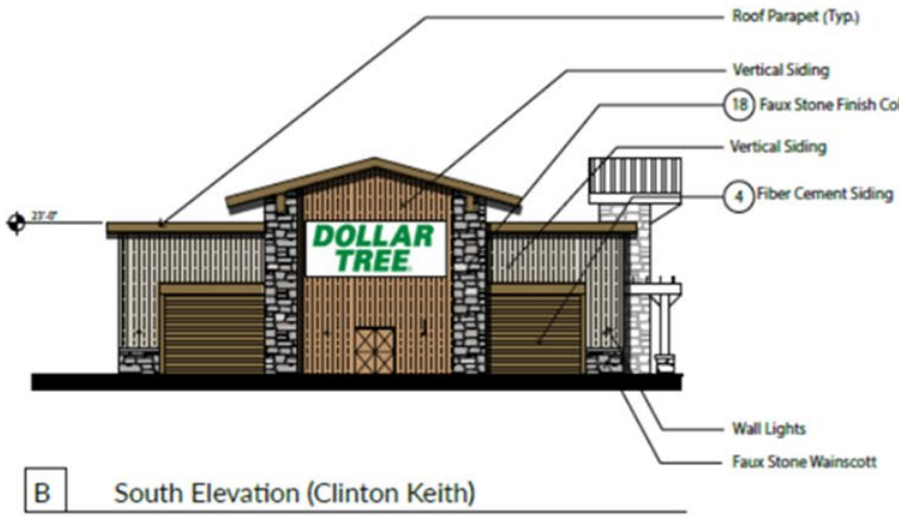
# PROJECT BACKGROUND

- **The Planning Commission on June 3, 2020, and May 22, 2023, respectively voted to approve the applicant's first and second EOT requests that has resulted in a final deadline of May 9, 2025, to build the project.**
- **As of the date of this report, the applicant has not yet started construction due to budget and financing issues.**
- **Applicant is now requesting a final, 1-year extension of time (#3 of 3) to May 9, 2026. If permits are not issued and construction begins by this deadline, Plot Plan 16-0134 expires and becomes null & void.**

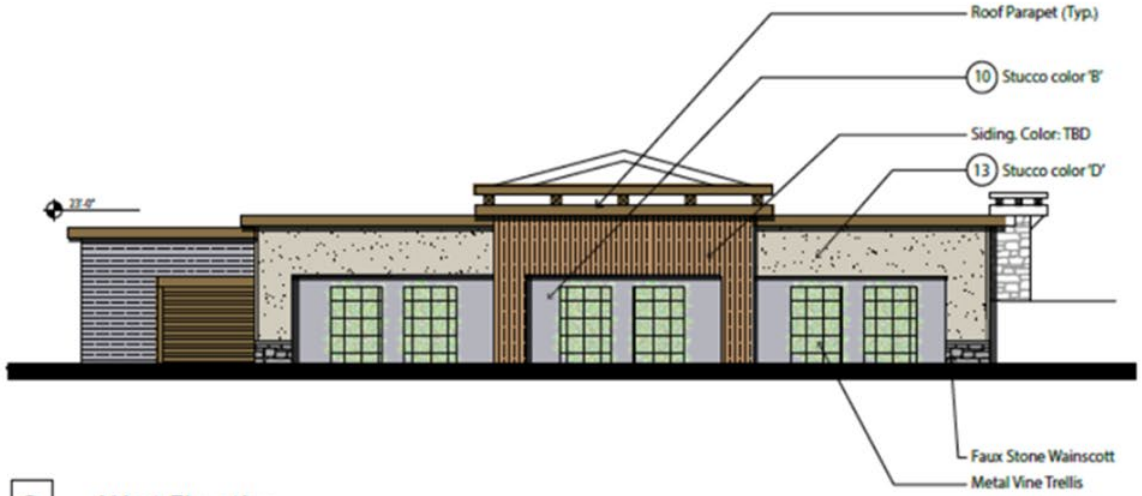

LOADING
MAJOR
10,000 SF
Vine planting typical at trash enclosure
PAD 3
6,600 SF
24" pots, typical
STABLE LANES ROAD
LOADING
PAD 1
7,004 SF
Vine planting typical at trash enclosure
24" pots, typical
PAD 2
2,600 SF
PATIO
DRIVE-THRU
OUTFALL AREA
Screen wall and landscape planter
Line of sight
CLINTON KEITH ROAD



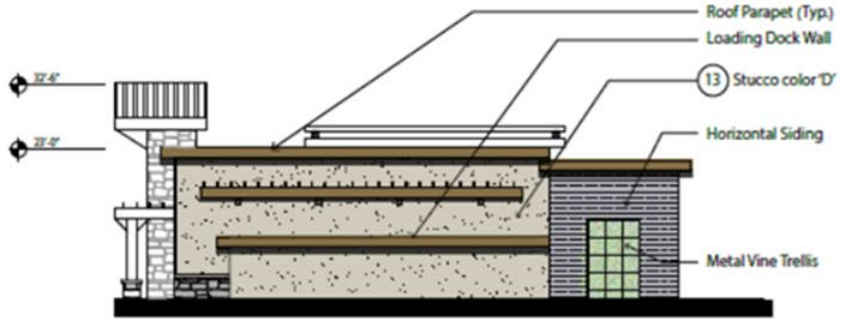

A East Elevation



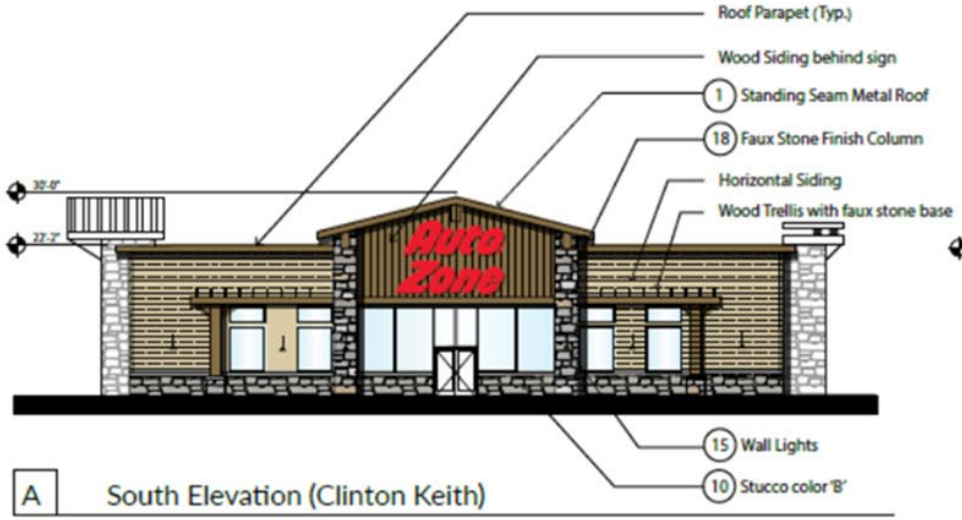

B South Elevation (Clinton Keith)



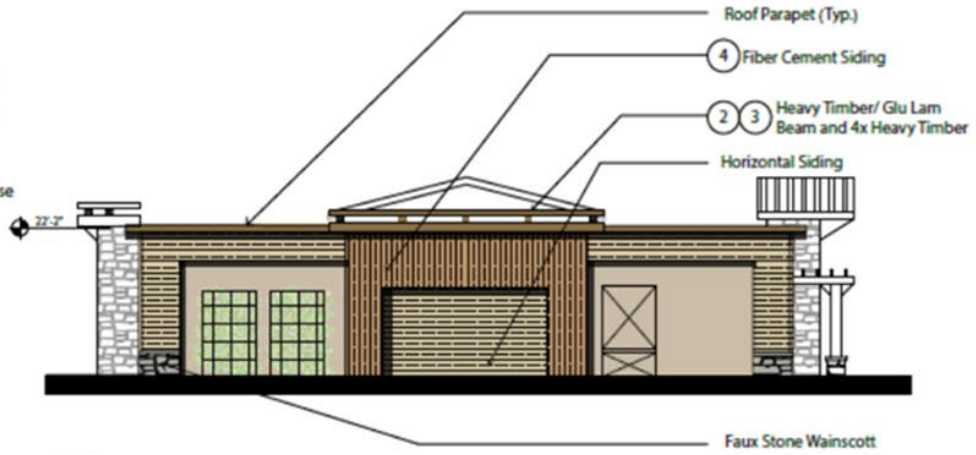

C West Elevation



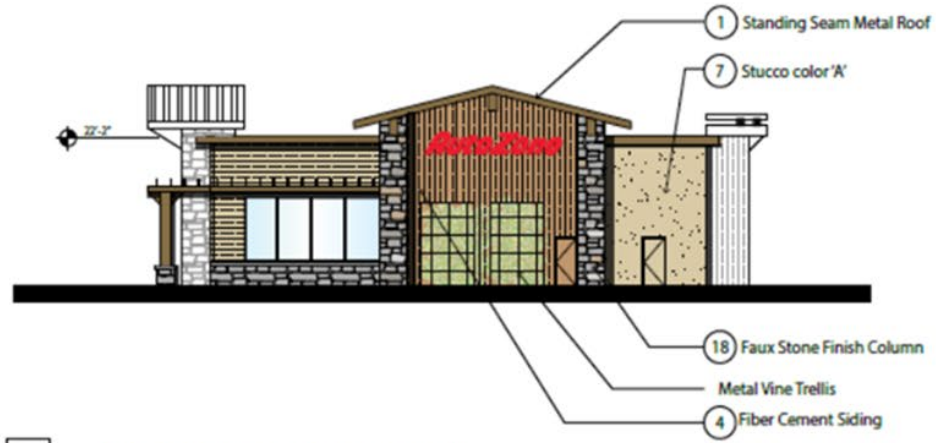

D North Elevation



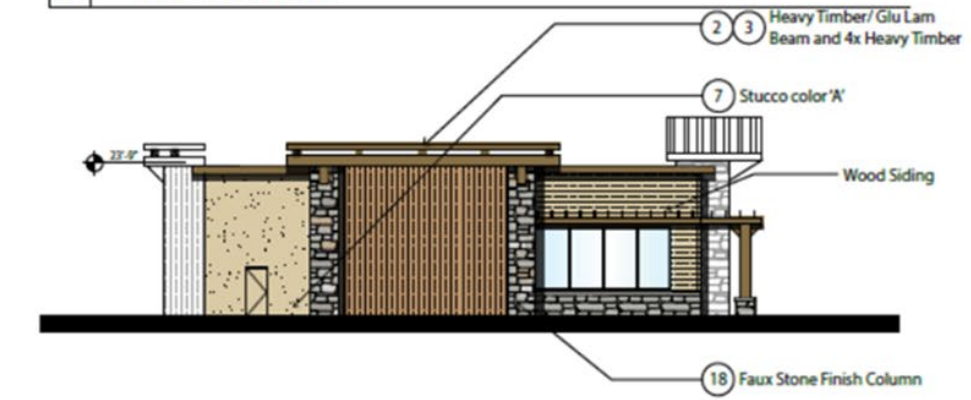

A South Elevation (Clinton Keith)



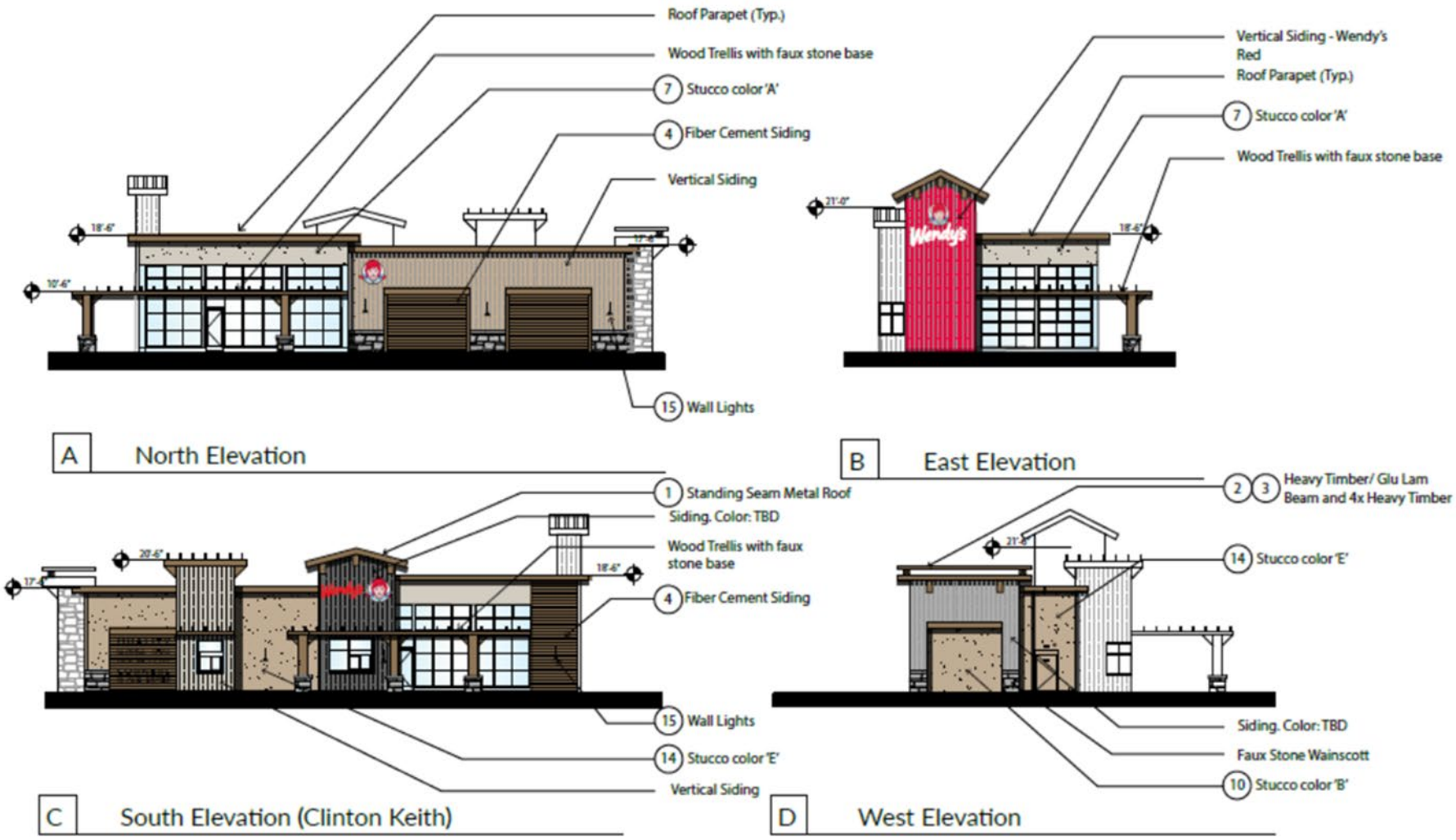

B North Elevation

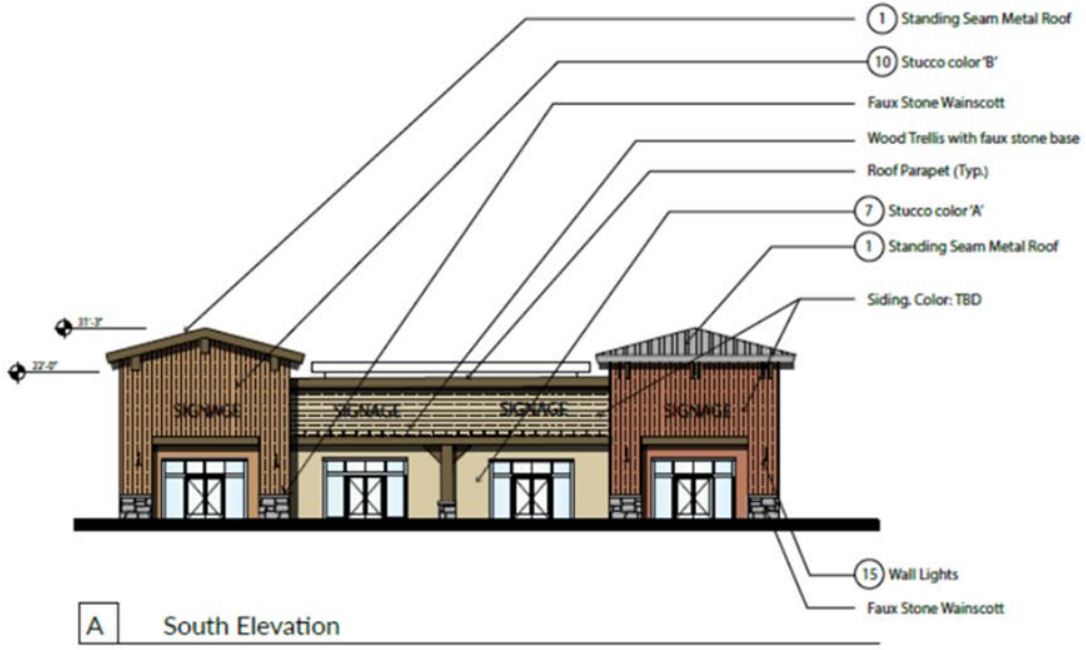



C West Elevation (Stable Lanes)

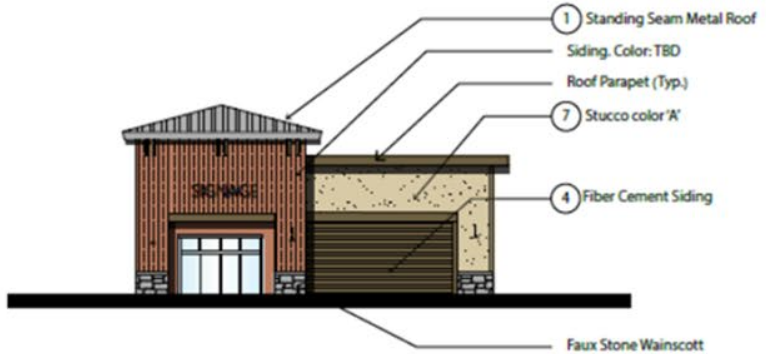



D East Elevation

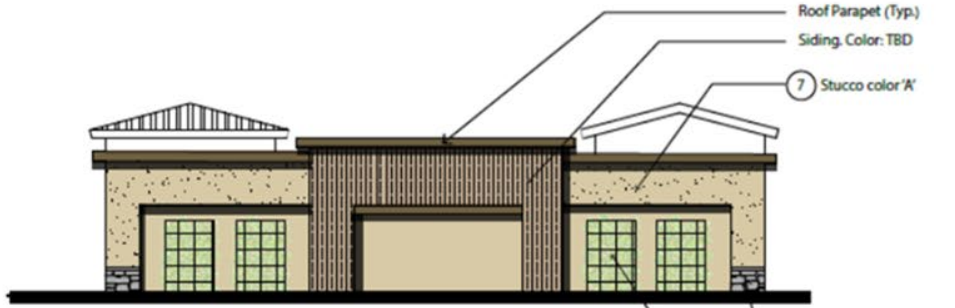

Roof Parapet (Typ.)
Wood Trellis with faux stone base
7 Stucco color 'A'
4 Fiber Cement Siding
Vertical Siding
15 Wall Lights
A North Elevation
Vertical Siding - Wendy's Red
Roof Parapet (Typ.)
7 Stucco color 'A'
Wood Trellis with faux stone base
B East Elevation
1 Standing Seam Metal Roof
Siding. Color: TBD
Wood Trellis with faux stone base
4 Fiber Cement Siding
15 Wall Lights
14 Stucco color 'E'
Vertical Siding
C South Elevation (Clinton Keith)
2 3 Heavy Timber/ Glu Lam Beam and 4x Heavy Timber
14 Stucco color 'E'
Siding. Color: TBD
Faux Stone Wainscott
10 Stucco color 'B'
D West Elevation



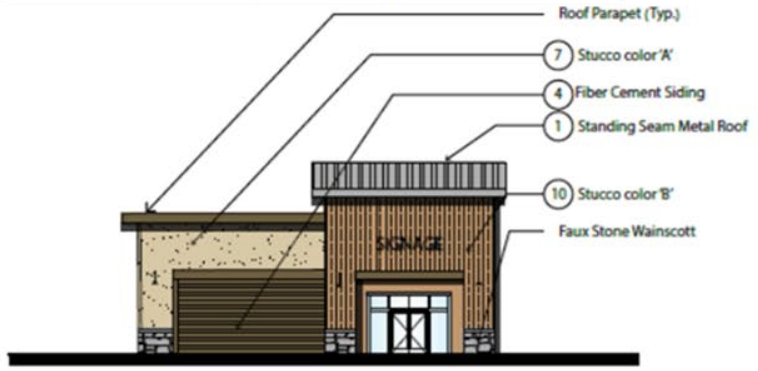

A South Elevation




B East Elevation (Stable Lane)




C North Elevation




D West Elevation

# EOT #3 FINDINGS:

**The proposed EOT meets the required findings in that:**

1) **The approved plot plan remains consistent with the General Plan land use designation of Commercial Retail (CR) and all applicable policies.**

2) **The approved plot plan remains consistent with the development standards of the new C-G zone.**

3) **The setting and local circumstances of the approved plot plan have not changed in such a way as to make the previously approved plot plan incompatible or inappropriate with the surrounding area.**

4) **The EOT application and fee were submitted on Feb. 13, 2025, well in advance of the May 9, 2025 expiration date.**

# Staff Recommendations:

**Staff has reviewed the proposed extension of time and supports the EOT.**

**Therefore, staff recommends the Planning Commission take the following actions:**

1) **Adopt PC Resolution No. 2025-04 approving a final, 1-year Extension of Time for Plot Plan No. 16-0134 to May 9, 2026; and**

2) **Determine that no new Environmental Review is needed…**

**Note:**
**All original conditions of approval (as updated) and mitigation measures will remain in full force and effect for this project.**

**SUBJECT:** Clinton Keith Marketplace Retail Center - EOT #1 (VTPM 37736 and CUP//Plot Plan 21-0033):

**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 #1 for VTPM 37736 and CUP/Plot Plan 21-0033 do 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. 2025-05**

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING A THREE (3) YEAR EXTENSION OF TIME (EOT #1 OF 3) TO MAY 18, 2028 FOR VTPM 37736 AND CUP/PLOT PALN NO. 21-0033 (CLINTON KEITH MARKETPLACE) LOCATED ON THE NORTHWEST CORNER OF HIDDEN SPRINGS ROAD AND CLINTON KEITH ROAD (APN: 380-110-009, -010, -014, AND -016), AND A DETERMINATION THAT ADDITIONAL ENVIRONMENTAL REVIEW IS NOT REQUIRED PER CEQA GUIDELINES SECTION 15162.

**PROJECT DESCRIPTION:**
The Planning Commission reviewed and approved Vesting Tentative Parcel Map No. 37736, Conditional Use Permit/Plot Plan No. 21-0033 on May 18, 2022. The Planning Commission's approval consisted of the following actions:

1 ) Initial Study/Mitigated Negative Declaration: - The project will require the adoption of an Initial Study/Mitigated Negative Declaration (SCH# 2022020361) and a Mitigation Monitoring and Reporting Program in accordance with Article 6, Section 15070 of CEQA.

2) Vesting Parcel Map No. 37736: - A proposed commercial parcel map to subdivide the 8.8-acre site (APN: 380-110-009, 010, 014, 16) into seven (7) parcels to accommodate the Clinton Keith Marketplace Retail Center project, subject to conditions.

3 ) Sign Variance No. 21-0033: A proposed sign variance to exceed the 45-foot maximum sign height to allow two (2) 65-foot tall freestanding freeway center identification signs as part of the proposed project.

4 ) CUP/Plot Plan No. 21-0033: A proposed Plot Plan application to develop a 66,173+ square-foot commercial retail center, including landscaping and on-off-site improvements in accordance with the development standards of the C-P-S (Scenic Highway Commercial) zone, subject to conditions.

In accordance with the adopted Conditions of Approval, the Applicant was required to record the vesting parcel map and begin construction on the proposed retail project before May 18, 2025 or the applications would expire. The Applicant has not recorded the parcel map or begun construction; hence, the request for a 3-year extension of time that will give them, if approved by the Commission, until May 18, 2028 to record the parcel map and begin construction. The Applicant has cited a number of reasons they need this time extension (refer to Attachment G, Justification Letter). The Applicant will have two (2) more extensions of time if needed that will allow for an ultimate expiration date of May 18, 2031 (if needed) in accordance with Section 17.125.120 of the WMC.

*Project Location & Surrounding Land Uses:*
The project site encompasses approximately 8.8+ acres and is located at the NWC of Clinton Keith Road and Hidden Springs. The project site is comprised of four (4) legal parcels zoned C-P-S (Scenic Highway Commercial) and is currently vacant. The North Ranch single family residential community is located west of the site, with vacant land to the west also. The Renaissance Plaza retail center is located southerly of the project site. For further project details regarding the site plan, parcel map and architectural elevations and exhibits of the location map and surrounding land use tables, refer to Attachment B (original Commission staff report).

**PROJECT ANALYSIS:**

***Vesting Tentative Parcel Map No. 37736 - Extension of Time #1 Discussion:***
Section 16.12.240 of the Subdivision Ordinance allows tentative parcel maps up to six (6) years of time extensions provided the Applicant files an application and filing fee with the Planning Department prior to the expiration date. The Applicant's request is for a 3-year time extension to May 18, 2028. The Applicant filed the EOT application and paid the required fee on February 19, 2025 well in advance of the May 18, 2025 deadline.

The approval or denial of the extension of time for the tentative parcel map is in the purview of the Planning Commission subject to specific findings. The Applicant has indicated the need for additional time to record the parcel map (refer to Attachment G, Justification Letter). In reviewing the extension of time request, the Planning and Engineering departments have determined that the approved parcel map has not been modified from the Commissions original approval, nor has the Applicant requested any changes with the EOT request. Thus, it is staff's opinion that the approved project remains in compliance with the General Plan and Subdivision Ordinance standards and requirements. Therefore, the 3-year extension of time is a reasonable request.

***Vesting Tentative Parcel Map No. 37736 - Extension of Time #1 Findings:***
Pursuant to Section 16.12.240.C of the Subdivision Ordinance, and in light of the record before it, including the staff report dated March 19, 2025 and all evidence and testimony heard at the Commission meeting for the 3-year extension of time for Vesting Tentative Parcel Map No. 37736, Staff recommends the Planning Commission make the following findings:

Finding 1: The proposed extension of time (EOT) for Vesting Tentative Parcel Map No. 37736 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 #1 for Vesting Tentative Parcel Map No. 37736 remains consistent with the City's General Plan land use designation of Commercial Retail (CR) and the existing Zoning designation of CG, in that the land use and zoning designations are intended to facilitate the development of commercial and retail land uses and businesses. Given its close proximity other retail and surrounding residential neighborhoods, the Clinton Keith Marketplace Retail project will provide additional commercial and retail service opportunities for residents to shop close to home which is also encouraged in the CR land use and CG zoning designations. Given these facts, the proposed time extension for Vesting Tentative Parcel Map No. 37736 is consistent with the General Plan. In addition to the above discussion, the commercial and retail project also is consistent with the following land use policies:

LU 4.1 The proposed commercial retail 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 commercial retail project will be developed in accordance with the CR land use and C-G zoning designations that are intended to ensure compatibility and minimize impacts.

LU 22.1 The proposed commercial retail project will accommodate the development of commercial, retail and restaurant users in an area that is appropriately designated by the General Plan land use designation of Commercial Retail (CR).

LU 22.10 The proposed commercial retail project has been designed in a manner that considers the surrounding area and that visually enhances the semi-rural character of the community.

LU 23.1 The proposed commercial retail project is properly located on property that has had the General Plan land use designation of Commercial Retail (CR) since City incorporation in 2008.

LU 23.8 The proposed commercial retail project is located in a commercially designated area that will provide additional commercial and retail services, including sales tax and jobs for Wildomar residents.

Considering these facts, the proposed request for a 3-year extension of time to May 18, 2028 for Vesting Tentative Parcel Map No. 37736 continues to be consistent with the General Plan and meets this finding.

Finding 2: The proposed extension of time for Vesting Tentative Parcel Map No. 37736 is consistent with the City of Wildomar Development Code.

Evidence: The proposed EOT #1 for Vesting Tentative Parcel Map No. 37736 remains consistent with the current zoning designations of CG which allows for development of a

neighborhood retail center in this area. The commercially zoned parcels will continue to provide jobs and sales tax revenues for the City and its residents once it is constructed and operational. Further, each parcel exceeds the minimum lot size for parcels in the CG zone so this parcel map and the project remains consistent with the all development standards (i.e., setbacks, building height, parking, landscaping, etc.) of the CG zone. Considering these facts, the proposed request for a 3-year extension of time to May 18, 2028 for Vesting Tentative Parcel Map No. 37736 continues to be consistent with the zoning ordinance and meets this finding.

Finding 3: The proposed extension of time for Vesting Tentative Parcel Map No. 37736 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 Vesting Tentative Parcel Map remains in compliance with all the required design and development standards of the CG zoning designation, as well as the CR land use designation. In addition, all adopted mitigation measures for the project remain in full force and effect. The project site encompasses approximately 8.8+ acres and each parcel exceeds the minimum lot size for parcels in the CG zone so this parcel map is physically suitable to accommodate the proposed 66,173 square-foot commercial and retail project. Full ingress and egress have been provided from Hidden Springs, with restricted "right-in right-out" ingress and egress on Clinton Keith to ensure vehicular safety. Further, the project has been designed to meet all development standards (i.e., setbacks, building height, parking, landscaping, etc.) of the proposed C-P-S zone so no variances or exceptions are needed to build the project. Given these facts, Vesting Tentative Parcel Map No. 37736 remains physically suitable for the type and proposed density of development. Considering these facts, the proposed request for a 3-year extension of time to May 18, 2028 for Vesting Tentative Parcel Map No. 37736 meets this finding.

Finding 4: The Applicant submitted the EOT application and required fees prior to the expiration of Tentative Parcel Map No. 37736.

Evidence: The Applicant submitted the EOT application and paid the required fee on February 19, 2025 well in advance of the May 18, 2025. Considering this fact, the proposed request for a 3-year extension of time to May 18, 2028 for Vesting Tentative Parcel Map No. 37736 meets this finding.

***CUP/Plot Plan No. 21-0033 Extension of Time #1 Discussion:***

The approval or denial of the extension of time for CUP/Plot Plan No. 21-0033 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 CUP/Plot Plan has not been modified from the Commission's original approval, nor has the Applicant requested any changes with the request. Thus, it is staff's opinion that the approved project remains in compliance with the General Plan and Development Code standards and requirements. Thus, the 3-year extension of time is a reasonable request.

Section 17.125.120 of the Wildomar Municipal Code allows plot plans up to six (6) years of time extensions provided the Applicant files an application and filing fee with the Planning Department prior to the expiration date. The Applicant filed the EOT #3 application and paid

the required fee on February 19, 2025 well in advance of the May 18, 2025 deadline. This request represents the first time extension for CUP/Plot Plan No. 21-0033. If grading and building permits have not been issued and construction begun on the retail project by the new deadline, it will expire. However, the Applicant has two (2) additional time extensions available if needed.

***CUP/Plot Plan No. 21-0033 EOT #1 Findings:***

Pursuant to Chapter 17.125.120 of the Wildomar Municipal Code, and in light of the record before it, including the staff report dated March 19, 2025 and all evidence and testimony heard at the public meeting for the extension of time for CUP/Plot Plan No. 21-0033, the Planning Department recommends the Planning Commission hereby make the following findings approving a 3-year extension of time to May 18, 2028.

Finding 1: The approved plot plan permit remains consistent with the adopted General Plan.

Evidence: The proposed EOT #1 for CUP/Plot Plan No. 21-0033 remains consistent with the General Plan land use designation of Commercial Retail (CR) in that the approved 68,490 square-foot multi-tenant retail center with related on-site/off-site improvements and landscape amenities remains an allowed uses in this land use designation which allow for, and encourages, development of a neighborhood commercial retail center. In evaluating the approved retail and commercial center, the design of the site plan and approved uses remain consistent with the development standards of the new Wildomar Development Code. With its close proximity to residential neighborhoods in the area, the Clinton Keith Marketplace retail project will continue to provide commercial and retail services to meet the needs of city residents and provide jobs and sales tax revenue for the city. Given that the CG zone is highly consistent with the CR land use designation, the approved project remains consistent with the General Plan as required by this finding. In addition, the proposed use remains consistent with the following General Plan policies:

LU 4.1 The approved commercial and retail 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 commercial and retail project has been developed in accordance with the proposed General Plan land use designation of CR which ensures land use consistency.

LU 22.1 The commercial and retail project will accommodate the development of commercial and retail uses on a site that is appropriately designated by the General Plan for these type of uses.

LU 22.10 The approved commercial and retail project is designed to consider the surrounding areas to visually enhance the appearance and character of the area.

LU 23.1 The approved commercial and retail project is properly located and designated for commercial development in accordance with the General Plan land use category of CR.

LU 23.8 The commercial and retail project is located in a commercially designated area that will provide neighborhood services, jobs and sales tax revenues for the City in accordance with the General Plan.

Given these facts, the proposed request for a 3-year extension of time to May 18, 2028 for CUP/Plot Plan No. 21-0033 meets this finding.

Finding 2: The approved plot plan permit remains in conformance with the requirements of Title 17 (Zoning).

Evidence: The approved Clinton Keith Marketplace retail project (CUP/Plot Plan 21-0033) remains consistent with the new CG zone district as neighborhood commercial retail centers remains an allowed use. The plot plan was evaluated to determine compliance with the original development standards of the C-1/C-P zone but these development standards have not changed with the new CG zone district; thus, the project remains consistent in terms of setbacks, building height, lot area and lot coverage, etc. Further, the plot plan remains consistent with the parking and landscape standards required in the new Wildomar Development Code (Chapter 17.055 and 17.160, respectively. Since the Applicant has not proposed and changes to the site plan or architecture, the project does not require a revised CUP or Plot Plan permit. Therefore, the proposed request for a 3-year extension of time to May 18, 2028 for CUP/Plot Plan 21-0033 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 CUP/Plot Plan 21-0033 for the development of the a 68,490 square-foot multi-tenant retail center project remains compatible and appropriate with the surrounding area. Based on the original CUP/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 zoning and land use designations. 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 CUP/Plot Plan 21-0033 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 CUP/Plot Plan 21-0033, the approved project remains consistent with the original approval. Given these facts, the proposed request for a 3-year extension of time to May 18, 2028 for CUP/Plot Plan 21-0033 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 February 19, 2025 in advance of the May 18, 2025 expiration date. Given these facts, the proposed request for a 3-year extension of time to May 18, 2028 for CUP/Plot Plan No. 21-0033 meets this finding.

**ENVIRONMENTAL ANALYSIS:**

***California Environmental Quality Act (CEQA) EOT #1 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 Planning Commission on May 18, 2022 as part of its original approval of Vesting Tentative Parcel Map No. 37736, Conditional Use Permit/Plot Plan No. 21-0033. A Notice of Determination (NOD) was filed with the Riverside County Clerk on May 19, 2022 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)).

Guideline15162(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 EOT #1 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 Vesting Tentative Parcel Map No. 37736, Conditional Use Permit/Plot Plan No. 21-0033 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 Vesting Tentative Parcel Map No. 37736, Conditional Use Permit/Plot Plan No. 21-0033 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 Chapter 17.125.070 of the Wildomar Municipal Code, the Planning Department on March 4, 2025 mailed a public notice to all adjacent property owners within a 600-foot radius of the project site notifying them of the March 19, 2025 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.

**ATTACHMENTS:**

Attach A-PC Resolution 2025-05 [3-19-25].pdf
Attach B-PC Report-Original [5-18-22].pdf
Attach C-Adopted-Approved MND Package [5-18-22].pdf
Attach D-Approved Development Plans [5-18-22].pdf
Attach E-VTPM 37736 Approved Map Exhibit [5-18-22].pdf
Attach F-Clinton Keith Marketplace Approved Sign Program.pdf
Attach G - Applicant Justification Letter.pdf
Attach H - CKMP EOT#1 PPT [3-19-25].pdf

# ATTACHMENT A

## PC RESOLUTION NO. 2025-05

## (EOT #1 FOR VTPM 37736 AND CUP/PLOT PLAN 21-0033)

**PC RESOLUTION NO. 2025-05**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING A THREE (3) YEAR EXTENSION OF TIME (EOT #1 OF 3) TO MAY 18, 2028 FOR VESTING TENTATIVE PARCEL MAP NO. 37736, CONDITIONAL USE PERMIT/PLOT PLAN NO. 21-0033 LOCATED AT THE NWC OF HIDDEN SPRINGS ROAD AND CLINTON KEITH ROAD (APN: 380-110-009, 010, 014, 16) AND A DETERMINATION THAT ADDITIONAL ENVIRONMENTAL REVIEW IS NOT REQUIRED PER CEQA GUIDELINES SECTION 15162**

**WHEREAS**, the Planning Department has received an application for an Extension of Time (EOT #1) for Vesting Tentative Parcel Map No. 37736 and CUP/Plot Plan No. 21-0033 (PLN 25-0030) from:

| | |
|---|---|
| Applicant/Owner: | Somar Land Group, Inc. (Steve Macie) |
| Project Location: | NWC of Hidden Springs Road & Clinton Keith Road |
| APN: | 380-110-009, -010, -014, and -016 |
| Project Area: | 8.8± acres |

**WHEREAS**, the Applicant has submitted a formal application request and paid the required planning/processing fees on February 13, 2025 requesting a three (3) year extension of time (#1 of 3) Vesting Tentative Parcel Map No. 37736 and CUP/Plot Plan No. 21-0033 (PLN 25-0030); thereby, meeting the requirements outlined in Section 17.125.020.A of the Wildomar Municipal Code; and

**WHEREAS,** the Planning Commission at a duly noticed public hearing on May 18, 2022 reviewed Vesting Tentative Parcel Map No. 37736 and CUP/Plot Plan No. 21-0033 (PLN 25-0030) to develop the Clinton Keith Marketplace retail center consisting of consisting of 68,490 square-foot multi-tenant retail center with related on-site/off-site improvements and landscape amenities, including adoption of a Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP), subject to conditions; and

**WHEREAS**, in accordance with Section 17.125.070.B.2 of the Wildomar Municipal Code, the Planning Department on March 4, 2025 mailed a public notice to all adjacent property owners within a 600-foot radius of the project site notifying adjacent property owners of the March 19, 2025 Planning Commission meeting where the Commission would review the Extension of Time #1 for Vesting Tentative Parcel Map No. 37736 and CUP/Plot Plan No. 21-0033 (PLN 25-0030); and

**WHEREAS**, in accordance with Section 17.125.080 of the Wildomar Municipal Code, the City of Wildomar Planning Commission conducted the duly noticed public meeting on March 19, 2025, at which time interested persons had an opportunity to testify in support of, or opposition to, the proposed three (3) year extension of time for Vesting

Tentative Parcel Map No. 37736 and CUP/Plot Plan No. 21-0033 (PLN 25-0030) and at which time the Planning Commission received public testimony concerning the proposed extension of time.

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

**SECTION 1. CEQA FINDING:**

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 Planning Commission on May 18, 2022. A Notice of Determination (NOD) was filed with the Riverside County Clerk on May 19, 2022 within the prescribed time frame in accordance with CEQA. As part of the environmental assessment for Vesting Tentative Parcel Map No. 37736 and CUP/Plot Plan No. 21-0033, the Commission identified areas with potentially significant impacts. Of the impact categories identified, the conclusion in the IS/MND was that all potential impacts would be fully mitigated via implementation of the adopted mitigation measures and conditions of approval.

CEQA Guideline 15162 provides that once a mitigated negative declaration is certified 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)). Guideline15162(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 Vesting Tentative Parcel Map No. 37736 and CUP/Plot Plan No. 21-0033 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 Vesting Tentative Parcel Map No. 37736 and CUP/Plot Plan No. 21-0033 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. FINDINGS OF FACT (EOT #1 FOR VTPM No. 37736)**

In accordance with Section 16.12.240.C of the Wildomar Municipal Code (Title 16), and in light of the record before it, including the staff report dated March 19, 2025 and all evidence and testimony heard at the Commission meeting for said extension of time for Vesting Tentative Parcel Map No. 37736, the Planning Commission hereby makes the following findings:

*Finding 1:* The proposed extension of time for Vesting Tentative Parcel Map No. 37736 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 #1 for Vesting Tentative Parcel Map No. 37736 remains consistent with the City's General Plan land use designation of Commercial Retail (CR) and the existing Zoning designation of CG, in that the land use and zoning designations are intended to facilitate the development of commercial and retail land uses and businesses. Given its close proximity other retail and surrounding residential neighborhoods, the Clinton Keith Marketplace Retail project will provide additional commercial and retail service opportunities for residents to shop close to home which is also encouraged in the CR land use and CG zoning designations. Given these facts, the proposed time extension for Vesting Tentative Parcel Map No. 37736 is consistent with the General Plan. In addition to the above discussion, the commercial and retail project also is consistent with the following land use policies:

LU 4.1 The proposed commercial retail 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 commercial retail project will be developed in accordance with the CR land use and C-P-S zoning designations that are intended to ensure compatibility and minimize impacts.

LU 22.1 The proposed commercial retail project will accommodate the development of commercial, retail and restaurant users in an area that is appropriately designated by the General Plan land use designation of Commercial Retail (CR).

LU 22.10 The proposed commercial retail project has been designed in a manner that considers the surrounding area and that visually enhances the semi-rural character of the community.

LU 23.1 The proposed commercial retail project is properly located on property that has had the General Plan land use designation of Commercial Retail (CR) since City incorporation in 2008.

LU 23.8 The proposed commercial retail project is located in a commercially designated area that will provide additional commercial and retail services, including sales tax and jobs for Wildomar residents.

*Finding 2:* The proposed extension of time for Vesting Tentative Parcel Map No. 37736 is consistent with the City of Wildomar Development Code (WDC).

*Evidence:* The proposed EOT #1 for Vesting Tentative Parcel Map No. 37736 remains consistent with the current zoning designations of CG which allows for development of a neighborhood retail center in this area. The commercially zoned parcels will continue to provide jobs and sales tax revenues for the City and its residents once it is constructed and operational. Further, each parcel exceeds the minimum lot size for parcels in the CG zone so this parcel map and the project remains consistent with the all development standards (i.e., setbacks, building height, parking, landscaping, etc.) of the CG zone. Considering these facts, the proposed request for a 3-year extension of time to May 18, 2028 for Vesting Tentative Parcel Map No. 37736 continues to be consistent with the zoning ordinance and meets this finding.

*Finding 3:* The proposed extension of time for Vesting Tentative Parcel Map No. 37736 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 Vesting Tentative Parcel Map remains in compliance with all the required design and development standards of the CG zoning designation, as well as the CR land use designation. In addition, all adopted mitigation measures for the project remain in full force and effect. The project site encompasses approximately 8.8± acres and each parcel exceeds the minimum lot size for parcels in the CG zone so this parcel map is physically suitable to accommodate the proposed 66,173 square-foot commercial and retail project. Full ingress and egress have been provided from Hidden Springs, with restricted “right-in right-out” ingress and egress on Clinton Keith to ensure vehicular safety. Further, the project has been designed to meet all development standards (i.e., setbacks, building height, parking, landscaping, etc.) of the proposed C-P-S zone so no variances or exceptions are needed to build the

project. Given these facts, Vesting Tentative Parcel Map No. 37736 remains physically suitable for the type and proposed density of development. Considering these facts, the proposed request for a 3-year extension of time to May 18, 2028 for Vesting Tentative Parcel Map No. 37736 meets this finding.

*Finding 4:* The Applicant submitted the EOT application and required fees prior to the expiration of Vesting Tentative Parcel Map No. 37736.

*Evidence:* The Applicant submitted the EOT application and paid the required fee on February 19, 2025 well in advance of the May 18, 2025. Considering this fact, the proposed request for a 3-year extension of time to May 18, 2028 for Vesting Tentative Parcel Map No. 37736 meets this finding.

**SECTION 3. FINDINGS OF FACT (EOT #1 FOR CUP/PLOT PLAN NO. 21-0033)**

Pursuant to Section 17.125.120 of the Wildomar Municipal Code, and in light of the record before it, including the staff report dated March 19, 2025 and all evidence and testimony heard at the public meeting for the Extension of Time #1 for CUP/Plot Plan No. 21-0033, the Planning Commission hereby makes the following findings approving a 3-year Extension of Time (#1 of 3) to May 18, 2028 for CUP/Plot Plan No. 21-0033:

*Finding 1:* The approved plot plan permit remains consistent with the adopted General Plan.

*Evidence:* The proposed EOT #1 for CUP/Plot Plan No. 21-0033 remains consistent with the General Plan land use designation of Commercial Retail (CR) in that the approved 68,490 square-foot multi-tenant retail center with related on-site/off-site improvements and landscape amenities remains an allowed uses in this land use designation which allow for, and encourages, development of a neighborhood commercial retail center. In evaluating the approved retail and commercial center, the design of the site plan and approved uses remain consistent with the development standards of the new Wildomar Development Code. With its close proximity to residential neighborhoods in the area, the Clinton Keith Marketplace retail project will continue to provide commercial and retail services to meet the needs of city residents and provide jobs and sales tax revenue for the city. Given that the CG zone is highly consistent with the CR land use designation, the approved project remains consistent with the General Plan as required by this finding. In addition, the proposed use remains consistent with the following General Plan policies:

LU 4.1 The approved commercial and retail 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 commercial and retail project has been developed in accordance with the proposed General Plan land use designation of CR which ensures land use consistency.

LU 22.1 The commercial and retail project will accommodate the development of commercial and retail uses on a site that is appropriately designated by the General Plan for these type of uses.

LU 22.10 The approved commercial and retail project is designed to consider the surrounding areas to visually enhance the appearance and character of the area.

LU 23.1 The approved commercial and retail project is properly located and designated for commercial development in accordance with the General Plan land use category of CR.

LU 23.8 The commercial and retail project is located in a commercially designated area that will provide neighborhood services, jobs and sales tax revenues for the City in accordance with the General Plan.

*Finding 2:* The approved plot plan permit remains in conformance with the requirements of Title 17 (Zoning).

*Evidence:* The approved Clinton Keith Marketplace retail project (CUP/Plot Plan 21-0033) remains consistent with the new CG zone district as neighborhood commercial retail centers remains an allowed use. The plot plan was evaluated to determine compliance with the original development standards of the C-1/C-P zone but these development standards have not changed with the new CG zone district; thus, the project remains consistent in terms of setbacks, building height, lot area and lot coverage, etc. Further, the plot plan remains consistent with the parking and landscape standards required in the new Wildomar Development Code (Chapter 17.055 and 17.160, respectively. Since the Applicant has not proposed and changes to the site plan or architecture, the project does not require a revised CUP or Plot Plan permit. Therefore, the proposed request for a 3-year extension of time to May 18, 2028 for CUP/Plot Plan 21-0033 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 CUP/Plot Plan 21-0033 for the development of the a 68,490 square-foot multi-tenant retail center project remains compatible and appropriate with the surrounding area. Based on the original CUP/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 zoning and land use designations. 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 CUP/Plot Plan 21-0033 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 CUP/Plot Plan 21-0033, the approved project remains consistent with the original approval. Given these facts, the proposed request for a 3-year extension of time to May 18, 2028 for CUP/Plot Plan 21-0033 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 February 19, 2025 in advance of the May 18, 2025 expiration date. Given these facts, the proposed request for a 3-year extension of time to May 18, 2028 for CUP/Plot Plan 21-0033 meets this finding.

**SECTION 4. PLANNING COMMISSION ACTION**

The Planning Commission of the City of Wildomar, based on the criteria/findings above, hereby adopts PC Resolution No. 2025-05 approving a 3-year extension of time to May 18, 2028 for Vesting Tentative Parcel Map No. 37736 and CUP/Plot Plan No. 21-0033, subject to the updated conditions of approval attached hereto this Resolution as Exhibit 1 and Exhibit 2, respectively.

**PASSED, APPROVED AND ADOPTED** this 19th day of March, 2025.

_____
Eric Filar
Planning Commission Chair

**ATTEST:**

_____
Matthew Bassi
Community Development Director/Minutes Secretary

**APPROVED AS TO FORM:**

_____
Stephanie Gutierrez
Assistant City Attorney

| ATTACHMENT A – EXHIBIT 1<br>"CLINTON KEITH MARKETPLACE" RETAIL CENTER PROJECT | | | |
|---|---|---|---|
| **Project No.: Vesting Tentative Parcel Map No. 37736 (PA No. 21-0033)** | | | |
| **Applicant: Somar Land Group, Inc (Steve Macie) - APN: 380-110-009; -010; -014 & -016** | | | |
| ~~Planning Commission Approval Date: May 18, 2022~~<br>**EOT #1 Approval Date: March 19, 2025** | ~~VTPM No. 37736 - Expiration Date: May 18, 2025~~<br>**EOT #1 Expiration Date: May 18, 2028** | | |
| **Conditions of Approval** | **Timing/ Implementation** | **Enforcement/ Monitoring** | **Verification (Date and Signature)** |
| **PLANNING DEPARTMENT CONDITIONS** | | | |
| **Standard Conditions** | | | |
| 1. ~~In compliance with Chapter 15075 of the CEQA Guidelines, a Notice of Determination (NOD) shall be filed by the City with the Riverside County Clerk within five (5) working days of project approval by the City Council. The notice shall include the mandated 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 **$2,598.00**. 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 Applicant shall provide a check to the city made payable to the **"City of Wildomar"** at least 3 days prior to the May 18, 2022 Planning Commission meeting.~~ | ~~May 25, 2022~~ | ~~Planning Department~~ | Completed Per<br>Matthew Bassi |
| 2. *The Applicant's signature below, which shall be submitted to the Planning Department on or before April 2, 2025 hereby verifies the "Acceptance of the Conditions of Approval" contained within this condition's matrix.*<br><br>*Applicant Signature* *Date* | *April 2, 2025* | *Planning Department* | |

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| 3. | The Applicant shall indemnify, protect, defend, and hold harmless, the City of Wildomar, 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, the California Public Records Act, 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 | Ongoing | Planning Department<br>&<br>City Attorney | |

| ATTACHMENT A – EXHIBIT 1<br>"CLINTON KEITH MARKETPLACE" RETAIL CENTER PROJECT | | | |
|---|---|---|---|
| **Project No.: Vesting Tentative Parcel Map No. 37736 (PA No. 21-0033)** | | | |
| **Applicant: Somar Land Group, Inc (Steve Macie) - APN: 380-110-009; -010; -014 & -016** | | | |
| ~~Planning Commission Approval Date: May 18, 2022~~<br>**EOT #1 Approval Date: March 19, 2025** | ~~VTPM No. 37736 - Expiration Date: May 18, 2025~~<br>**EOT #1 Expiration Date: May 18, 2028** | | |
| **Conditions of Approval** | **Timing/ Implementation** | **Enforcement/ Monitoring** | **Verification (Date and Signature)** |
| | 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 Vesting Tentative Parcel Map No. 37736 with approval of EOT #1 by the Planning Commission shall now expire on May 18, 2028 if the final map has not been approved by the City Council and recorded with the Riverside County Clerk. The Applicant may apply in writing for an Extension of Time (EOT) for review and approval of the Planning Commission in accordance with Section 16.12.240 of the Wildomar Municipal Code. Said extension of time application and required fee must be submitted to the Planning Department at least 30 days prior to the expiration date.* | *May 18, 2028* | *Planning Department* | |
| 5. | ~~Within 60 days after approval of VTPM No. 37736 by the Planning Commission, the Applicant shall pay all applicable outstanding/negative deposit account balances (PA #21-0033). Failure to pay the outstanding balance by the due date may result in delays in the processing of grading plans, improvement plans and/or building/construction plans.~~ | ~~July 18, 2022~~ | ~~Planning Department~~ | Completed Per<br>Matthew Bassi |

| ATTACHMENT A – EXHIBIT 1<br>"CLINTON KEITH MARKETPLACE" RETAIL CENTER PROJECT | | | |
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| **Project No.: Vesting Tentative Parcel Map No. 37736 (PA No. 21-0033)** | | | |
| **Applicant: Somar Land Group, Inc (Steve Macie) - APN: 380-110-009; -010; -014 & -016** | | | |
| ~~Planning Commission Approval Date: May 18, 2022~~<br>**EOT #1 Approval Date: March 19, 2025** | ~~VTPM No. 37736 - Expiration Date: May 18, 2025~~<br>**EOT #1 Expiration Date: May 18, 2028** | | |
| **Conditions of Approval** | **Timing/ Implementation** | **Enforcement/ Monitoring** | **Verification (Date and Signature)** |
| 6. Applicant herby understands and agrees that failure to comply with all Conditions of Approval may result in the Planning Commission taking action resulting in a modification to the Conditions of Approval and/or suspension or revocation of VTPM No. 37736. | On-Going | Planning Department | |
| 7. ~~In accordance with Chapter 66020 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 to the Applicant that the 90-day appeal hereby begins with approval of this project.~~ | ~~August 18, 2022~~ | ~~Planning Department~~ | Completed Per<br>Matthew Bassi |
| 8. The project shall be subdivided in accordance with the approved tentative parcel map approved by the Planning Commission on May 4, 2022. The Applicant may request a modification/revision to the approved parcel map, if needed, in accordance with Sections 16.12.210 and/or 16.12.220 of the Wildomar Municipal Code. | Ongoing | Planning Department | |
| **Mitigated Negative Declaration (MND) Mitigation Measures** *(Still in Full Force and Effect)* | | | |
| 9. **AQ-1** For construction equipment greater than 150 horsepower (>150 hp), the Construction Contractor shall ensure that off-road diesel construction equipment that complies with Environmental Protection Agency (EPA)/California Air Resources Board (CARB) Tier 3 emissions standards and shall ensure that all construction equipment is tuned and maintained in accordance with the manufacturer's specifications. | During any ground-disturbing construction activities | Planning Department and Building and Safety Department | |

| ATTACHMENT A – EXHIBIT 1<br>"CLINTON KEITH MARKETPLACE" RETAIL CENTER PROJECT | | | |
|---|---|---|---|
| **Project No.: Vesting Tentative Parcel Map No. 37736 (PA No. 21-0033)** | | | |
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| **Conditions of Approval** | **Timing/ Implementation** | **Enforcement/ Monitoring** | **Verification (Date and Signature)** |
| **Biological Resources** | | | |
| 10. **BIO-1** Within 30 days prior to initiating ground disturbing activities, the Project Proponent shall retain a qualified biologist to complete a pre-construction avoidance survey, in accordance with the MSHCP guidelines. If the pre-construction survey is negative and BUOW is confirmed absent, then ground-disturbing activities shall be allowed to commence, and no further mitigation would be required. If BUOWs have colonized the study area prior to initiation of construction, the Project Proponent shall immediately inform RCA and the wildlife agencies (CDFW and USFWS). A BUOW Protection and Relocation Plan shall be prepared in accordance with CDFW's guidance on burrowing owl protection and relocation prior to initiating ground disturbance. | Within 30 days prior to initiating ground disturbing activities | Planning Department and Building and Safety Department | |
| 11. **BIO-2** Vegetation clearing for the project shall be conducted outside the avian nesting season, which is generally defined as February 15 to August 31. If vegetation clearing must take place during the nesting season, a qualified biologist shall perform a pre-construction Nesting Bird Survey no more than seven days prior to vegetation impacts. Results of the survey shall be submitted to the City for review and approval prior to initiating impacts during the breeding season. If active bird nests are confirmed to be present during the pre-construction survey, the project biologist shall delineate an appropriate buffer between 100 and 300 feet (500 feet for raptors) around each nest. Construction activities within the buffer shall not be permitted until nesting behavior has ceased, nests have failed, or young have fledged. The project biologist may modify the buffer or propose other recommendations in order to minimize disturbance to nesting birds. | During vegetation clearing process | Planning Department and Building and Safety Department | |

| | **Conditions of Approval** | **Timing/ Implementation** | **Enforcement/ Monitoring** | **Verification (Date and Signature)** |
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| 12. | **BIO-3** The proposed project will impact approximately 0.40 acres of MSHCP Riparian/Riverine habitat. Pursuant to Table 13 herein, the project will provide a total of 1.10 acres of mitigation at the ratios outlined in Table 13 at an approved Mitigation Bank or an approved In Lieu Fee Program. The mitigation is proposed to occur at the Riverpark Mitigation Bank or other Mitigation Bank should credits not be available at the Riverpark Mitigation Bank that provides re-establishment of alkali playa and vernal pool habitat which are two of the rarest habitat types in the MSHCP. Proof of mitigation credit purchase shall be provided to the City prior to issuance of grading permits. | Prior to the issuance of grading permits | Planning Department and Building and Safety Department | |
| **Cultural Resources** | | | | |
| 13. | See Mitigation Measures **TRI-1 through TRI-5.** | | | |
| **Geology and Soils** | | | | |
| 14. | **GEO-1** All recommendations contained in the Geotechnical prepared by CTE South, Inc. and dated November 12, 2019 shall be implemented as mitigation measures. | Prior to grading activities and during construction activities | Planning Department and Building and Safety Department | |
| 15. | **GEO-2/PAL-1** Prior to construction, a Qualified Paleontologist should be retained, and a Paleontological Resources Impact Mitigation Program (PRIMP) should be prepared that outlines paleontological mitigation and fossil discovery procedures. Any subsurface bones or potential fossils that are unearthed during construction should be evaluated, recorded, and reported by a Qualified Paleontologist, and, if | Prior to construction | Planning Department and Building and Safety Department | |

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| | significant, curated at the Western Science Center (WSC) or another appropriate repository. | | | |
| **Tribal Cultural Resources** | | | | |
| 16. | **TRI-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 Soboba Band of Luiseno Indians and 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 consulting tribe(s) are satisfied that construction will not disturb cultural resources. | During any ground-disturbing construction activities | Planning Department and Building and Safety Department | |
| 17. | **TRI-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 TRI 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. | Prior to issuance of a grading permit | Planning Department and Building and Safety Department | |

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| 18. | **TRI-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 Soboba Band of Luiseno Indians, the Rincon Band of Luiseño Indians, and 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; 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. | Prior to issuance of grading permit | Planning Department and Building and Safety Department | |
| 19. | **TRI-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 | During ground-disturbing activities | Engineering Dept. Department and Planning Department | |

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| | 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). | | | |
| 20. | **TRI-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:<br>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.<br>b. One or more of the following treatments, 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:<br>i. Preservation in place of the cultural resources, if feasible. Preservation in place means avoiding the resources, leaving | During ground-disturbing activities | Engineering Dept. Department and Planning Department | |

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| | them in the place they were found with no development affecting the integrity of the resources.<br>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).<br>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. | | | |

| ATTACHMENT A – EXHIBIT 1<br>"CLINTON KEITH MARKETPLACE" RETAIL CENTER PROJECT | | | |
|---|---|---|---|
| **Project No.: Vesting Tentative Parcel Map No. 37736 (PA No. 21-0033)** | | | |
| **Applicant: Somar Land Group, Inc (Steve Macie) - APN: 380-110-009; -010; -014 & -016** | | | |
| ~~Planning Commission Approval Date: May 18, 2022~~<br>**EOT #1 Approval Date: March 19, 2025** | ~~VTPM No. 37736 - Expiration Date: May 18, 2025~~<br>**EOT #1 Expiration Date: May 18, 2028** | | |
| **Conditions of Approval** | **Timing/ Implementation** | **Enforcement/ Monitoring** | **Verification (Date and Signature)** |
| **Prior to Final Map Approval and Recordation** | | | |
| 21. Prior to approval of the final map by City Council, the Applicant shall prepare a reciprocal access and parking agreement for the Clinton Keith Marketplace Retail center for staff review. The final reciprocal access and parking agreement shall be recorded concurrently with the final map for VTPM No. 37736 and a copy of said recorded agreement provided to the Planning and Public Works departments. | Prior to Final Map approval and Recordation | Engineering Dept. | |
| **PUBLIC WORKS/ENGINEERING DEPT./BUILDING DEPARTMENT CONDITIONS** | | | |
| **General Requirements/Conditions** | | | |
| 1. The developer shall obtain City approval for any modifications or revisions to the approval of this project in accordance with State law (Gov. Code 65913.4). 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 | Engineering Dept. | |
| 2. The developer shall comply with the State of California Subdivision Map Act and all applicable City ordinances and resolutions. | On-going | Engineering Dept. | |
| 3. Prior to recordation or issuance of grading permit, the applicant shall demonstrate to the satisfaction of the City Engineer that the proposed subdivision will not unreasonably interfere with the use of any easement holder of the property. | On-going | Engineering Dept. | |

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| **Conditions of Approval** | **Timing/ Implementation** | **Enforcement/ Monitoring** | **Verification (Date and Signature)** |
| 4. | Written permission shall be obtained from the affected property owners allowing the proposed grading and/or facilities to be installed outside of the project boundaries. | On-going | Engineering Dept. | |
| 5. | The submitted parcel map shall correctly show all existing easements, traveled ways, and drainage courses. Any omission or misrepresentation of these documents may require said parcel map to be resubmitted for further consideration. | On-going | Engineering Dept. | |
| 6. | Prior to recordation or issuance of grading permit, the applicant shall demonstrate to the satisfaction of the City Engineer that the proposed subdivision will not unreasonably interfere with the use of any easement holder of the property. | On-going | Engineering Dept. | |
| 7. | 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 to the extent applicable under State law (Gov. Code 65913.4). | On-Going | Public Works | |
| 8. | 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. | On-Going | Public Works | |
| 9. | Street design criteria and cross sections shall be per City of Wildomar standards, approved Master Plan/Specific Plan design guidelines and the State of California Department of Transportation Highway Design Manual unless otherwise approved by the City Engineer. | On-going | Engineering Dept. | |

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| **Conditions of Approval** | **Timing/ Implementation** | **Enforcement/ Monitoring** | **Verification (Date and Signature)** |
| 10. | Prior to the issuance of a grading permit, a Final WQMP, prepared in substantial conformance with the approved Preliminary WQMP, shall be submitted to the Public Works Land Development Section for approval. | On-going | Engineering Dept. | |
| 11. | Prior to issuance of the first Certificate of Occupancy, the applicant shall provide proof of notification to the future homeowners and/or occupants of all non-structural BMPs and educational and training requirements for said BMPs as directed in the approved WQMP. | On-going | Engineering Dept. | |
| 12. | Prior to issuance of Certificate of Occupancy, the applicant shall ensure all structural post construction BMPs identified in the approved project specific Final WQMP are constructed and operational. | On-going | Engineering Dept. | |
| 13. | Prior to approval of improvement plans, the improvement plans shall show all the streets to be improved to half width plus twelve (12) additional feet, unless otherwise approved by the City Engineer. At the discretion of the applicant, the existing pavement maybe cored to confirm adequate section and R values during the design process and any findings shall be incorporated into the project design. Therefore, improvements may include full pavement reconstruction, grind and overlay, or slurry seal. All striping shall be replaced in kind. | On-going | Engineering Dept. | |
| 14. | The Developer shall dedicate, design and construct all improvements in accordance with 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. In the absence of a subdivision map, rights-of-way and easements shall be dedicated by separate instrument. | On-going | Engineering Dept. | |
| 15. | Should this project lie within any assessment/benefit district, the project proponent shall, prior to acceptance of improvements, make application | On-Going | Engineering Dept. | |

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| | 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). | | | |
| 16. | 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:<br>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.<br>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.<br>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. | Prior to Issuance of a Grading Permit | Engineering Dept. | |

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| | 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. | | | |
| 17. | Prior to issuance of any grading permit, any environmental Phase I and Phase II applicable findings and recommended actions to remove contamination resulting from previous use of the subject site shall be implemented. | Prior to Issuance of a Grading Permit | Engineering Dept. | |
| 18. | The Construction Runoff Management Plan (or Erosion/Sediment Control Plan) shall include enhanced BMPs, for installation of landscaping to minimize the potential runoff of nutrients which is the Priority Water Quality Condition of Concern in the Santa Margarita River Watershed, to the satisfaction of the City Engineer. | Prior to Issuance of a Grading Permit | Engineering Dept. | |
| 19. | The developer shall annex into the City's Community Facility District (CFD Services) 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 First Building permit issuance | Engineering Dept. | |
| 20. | The developer shall annex into CFD Service District 2022-2, or current equivalent Community Facilities District, to offset development related costs for maintenance and services for the applicable development. | Prior to Issuance of a Building Permit | Engineering Dept. | |
| 21. | Prior to issuance of Building Permit, the developer shall post security guaranteeing the construction of all required public improvements. Said improvements shall include the following:<br>a) All street facilities: | Prior to Issuance of a Building Permit | Engineering Dept. | |

| ATTACHMENT A – EXHIBIT 1<br>"CLINTON KEITH MARKETPLACE" RETAIL CENTER PROJECT | | | |
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| **Project No.: Vesting Tentative Parcel Map No. 37736 (PA No. 21-0033)** | | | |
| **Applicant: Somar Land Group, Inc (Steve Macie) - APN: 380-110-009; -010; -014 & -016** | | | |
| ~~Planning Commission Approval Date: May 18, 2022~~<br>**EOT #1 Approval Date: March 19, 2025** | ~~VTPM No. 37736 - Expiration Date: May 18, 2025~~<br>**EOT #1 Expiration Date: May 18, 2028** | | |
| **Conditions of Approval** | **Timing/ Implementation** | **Enforcement/ Monitoring** | **Verification (Date and Signature)** |
| 1. Any missing or substandard public improvements on Clinton Keith Parkway, Hidden Springs Road, and Stable Lanes Road, to half street plus 12' along the project frontage.<br>2. Traffic Mitigation measures as outlined in approved Traffic Impact Analysis dated, October 21, 2019.<br>3. All ingress and egress shall meet minimum commercial driveway standards.<br>4. Site access on Clinton Keith Road shall be limited to right in, right out, access only. Site access on Hidden Springs Road shall be coordinated with adjacent developments, City of Wildomar Traffic Engineering Dept., and the City Engineer.<br>b) All drainage facilities to serve the proposed, and as outlined in the approved Hydrology Study.<br>c) All required grading, including erosion control. Additional erosion control may be required per the City Engineer<br>d) All required sewer, water and reclaimed water facilities per Elsinore Valley Municipal Water District (EVMWD) standards and specifications, per approved plans.<br>e) All required landscaping and/or park facilities on-site, as well as parkway landscaping per approved streetscape plans and design guidelines.<br>f) All under grounding of overhead utilities, except for cables greater than 32k volts, per Wildomar Municipal Code | | | |

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| 22. | Prior to building permit issuance, the applicant shall commence construction or guarantee the construction of all new or upgraded required public improvements including but not limited to, the potable water line, sewer line, reclaimed water line, potable water services, sewer laterals, reclaimed water services, double detector check assemblies and reduced pressure principal assemblies within the public right of way and/or easements. | Prior to Issuance of a Building Permit | Engineering Dept. | |
| 23. | Hidden Springs Road is currently paved to its ultimate as a Collector (44-feet curb to curb), however, the project shall construct curb and gutter and sidewalk improvements along its frontage from the northern project boundary to Clinton Keith Road.<br><br>Stable Lanes Road is currently constructed to its ultimate as a Local Road, however, the project shall construct applicable curb and gutter and sidewalk improvements long its frontage.<br>The project shall construct Clinton Keith Road between Stables Lanes Road and Hidden Springs Road, at its ultimate half-section width as an Urban Arterial Highway (152-foot right-of-way) in compliance with applicable City of Wildomar and Caltrans standards.<br><br>Sight distance at each project access point shall be reviewed with respect to standard Caltrans and City of Wildomar sight distance standards at the time of preparation of final grading, landscape, and street improvement plans. | Prior to Improvement Plan Approval | Engineering Dept. | |

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| | On-site traffic signing and striping shall be implemented in conjunction with detailed construction plans for the project site.<br><br>All public improvements shall have adequate transitions beyond the project boundary to 300', at the discretion of the City Engineer. | | | |
| 24. | Prior to issuance of building permits, the developer shall cause the civil engineer of record and soils engineer of record for the approved grading plans to submit pad certifications and compaction test reports for the subject lots where building permits are requested. | Prior to Issuance of Building Permits | Engineering Dept. | |
| **Prior to Final Map Approval and Recordation** | | | | |
| 25. | All the drainage design criteria shall be per City of Wildomar standards and the Riverside County Flood Control and Water Conservation District standards unless otherwise approved by the Public Works Director. | Prior to Map Recordation | Engineering Dept. | |
| 26. | Prior to map recordation or approval of any improvement plans, the applicant shall submit a detailed hydrology study. Said study shall include the existing, interim, and ultimate proposed hydrologic conditions including key elevations, drainage patterns and proposed locations and sizes of all existing and proposed drainage devices. The hydrology study shall present a full breakdown of all the runoff generated on- and off-site. | Prior to Map Recordation | Engineering Dept. | |
| 27. | Prior to recordation or approval of improvement plans, the improvement plans submitted by the applicant shall include the following: | Prior to Map Recordation | Engineering Dept. | |

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| | a) All local and/or major arterial highways' vertical and horizontal alignments shall be approved by the Director of the Public Works Department.<br>b) All driveways shall conform to the applicable City of Wildomar standards and shall be shown on the street improvement plans.<br>c) All street intersections shall be at ninety (90) degrees or as approved by the City Engineer.<br>e) Under grounding of existing and proposed utility lines.<br>f) Streetlights.<br>g) All other public improvements shall conform to City of Wildomar standards. | | | |
| 28. | Prior to recordation or approval of improvement plans, the improvement plans submitted by the applicant shall address the following:<br><br>a) The project drainage design shall be designed to accept and properly convey all on- and off-site drainage flowing on or through the site.<br>b) The project drainage system design shall protect downstream properties from any damage caused by alteration of drainage patterns such as concentration or diversion of flow.<br><br>c) Concentrated drainage on commercial lots shall be diverted through parkway drains under sidewalks. All non-residential lots shall drain toward an approved water quality or drainage facility. Once onsite drainage has been treated it may continue into an approved public drainage facility or diverted through under-sidewalk parkway drains. | Prior to Map Recordation | Engineering Dept. | |

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| 29. | Prior to recordation, the applicant shall submit for approval all proposed parkway, slope maintenance, and/or landscaping easements to be granted to the Community Facilities District, as specified on the tentative map or Conditions of Approval. Said information shall be submitted to the Public Works Department Land Development Section for approval. | Prior to Map Recordation | Engineering Dept. | |
| 30. | Prior to final map recordation the applicant shall prepare a disclosure statement indicating that the property is within an Assessment District, Community Facilities District and/or Landscape Maintenance District and will be subject to an annual levy. The disclosure statement is subject to the review and approval of the Public Works Department and shall be recorded concurrently with the final map. | Prior to Map Recordation | Engineering Dept. | |
| 31. | Prior to map recordation, issuance of a building permit and/or issuance of a Certificate of Occupancy, the applicant shall pay all development fees, including but not limited to: Development Impact Fees (DIF) per City Municipal Code 3.44, and Transportation Uniform Mitigation Fees (TUMF) per City Municipal Code 3.40. Said fees shall be collected at the rate in effect at the time of fee collection as specified by the current City Council fee resolutions and ordinances. | Prior to Map Recordation | Engineering Dept. | |
| 32. | Prior to map recordation, the applicant shall offer for dedication all required street rights-of-required to support the development. Said dedications shall continue in force until the City accepts or abandons such offers. All dedications shall be free of all encumbrances and approved by the City Engineer. | Prior to Map Recordation | Engineering Dept. | |
| 33. | Prior to issuance of a Certificate of Occupancy, all proposed parkway, slope maintenance, and/or median landscaping specified in the tentative map or in these Conditions of Approval shall be constructed. | Prior to Map Recordation | Engineering Dept. | |

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| 34. | The developer shall install any missing streetlight facilities along the project frontage, in accordance with the applicable 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 Certificate of Occupancy | Building & Public Works Dept. | |
| 35. | The developer/applicant shall demonstrate that all applicable development related fees, impact fees, and mitigation fees have been satisfactorily paid. | Prior to Issuance of a Building Permit or Certificate of Occupancy | Building Dept. | |

*END*

| ATTACHMENT A – EXHIBIT 2<br>"CLINTON KEITH MARKETPLACE" RETAIL CENTER PROJECT | | | |
|---|---|---|---|
| **Project No.: CUP / Plot Plan No. 21-0033** | | | |
| **Applicant: Somar Land Group, Inc (Steve Macie) - APN: 380-110-009; -010; -014 & -016** | | | |
| ~~Planning Commission Approval Date: May 18, 2022~~<br>**EOT #1 Approval Date: March 19, 2025** | ~~VTPM No. 37736 - Expiration Date: May 18, 2025~~<br>**EOT #1 Expiration Date: May 18, 2028** | | |
| **Conditions of Approval** | **Timing/ Implementation** | **Enforcement/ Monitoring** | **Verification (Date and Signature)** |
| **PLANNING DEPARTMENT CONDITIONS** | | | |
| **Standard Conditions** | | | |
| 1. ~~In compliance with Chapter 15075 of the CEQA Guidelines, a Notice of Determination (NOD) shall be filed by the City with the Riverside County Clerk within five (5) working days of project approval by the City Council. The notice shall include the mandated 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 **$2,598.00**. 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 Applicant shall provide a check to the city made payable to the **"City of Wildomar"** at least 3 days prior to the May 18, 2022 Planning Commission meeting.~~ | ~~May 25, 2022~~ | ~~Planning Department~~ | Completed Per<br>Matthew Bassi |
| 2. *The Applicant's signature below, which shall be submitted to the Planning Department on or before April 2, 2025 hereby verifies the "Acceptance of the Conditions of Approval" contained within this condition's matrix.*<br><br>*Applicant Signature* *Date* | *April 2, 2025* | *Planning Department* | |

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| **Conditions of Approval** | **Timing/ Implementation** | **Enforcement/ Monitoring** | **Verification (Date and Signature)** |
| 3. The Applicant shall indemnify, protect, defend, and hold harmless, the City of Wildomar, 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, the California Public Records Act, 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 | Ongoing | Planning Department<br>&<br>City Attorney | |

| ATTACHMENT A – EXHIBIT 2<br>"CLINTON KEITH MARKETPLACE" RETAIL CENTER PROJECT | | | |
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| **Conditions of Approval** | **Timing/ Implementation** | **Enforcement/ Monitoring** | **Verification (Date and Signature)** |
| | 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 EOT #1 for CUP/CUP/Plot Plan No. 21-0033 shall now expire on May 18, 2028 if grading and/or building permits have not been issued and substantial construction work has commenced on the project site. The Applicant may apply in writing for an Extension of Time (EOT) for review and approval of the Planning Director in accordance with Section 17.216.070 of the Wildomar Municipal Code. Said extension of time application and required fee must be submitted to the Planning Department prior to the expiration date.* | *May 18, 2028* | *Planning Department* | |
| 5. | ~~In accordance with Chapter 66020 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 to the Applicant that the 90-day appeal hereby begins with approval of this project.~~ | ~~August 18, 2022~~ | ~~Planning Department~~ | |
| 6. | If Pad 3 on the approved site plan is used for retail cannabis sales, the Applicant shall first authorize (in writing on forms provided by the Planning Department) the proposed cannabis tenant to make a formal submittal to the City in accordance with Ordinance No. 187 and Ordinance No. 188 of the Wildomar Municipal Code. Said submittal shall include the required Local License, Conditional Use Permit and | Ongoing | Planning Department | |

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| **Conditions of Approval** | **Timing/ Implementation** | **Enforcement/ Monitoring** | **Verification (Date and Signature)** |
| | Development Agreement applications in accordance with Ordinance No. 187 and Ordinance No. 188 of the Wildomar Municipal Code. All cannabis regulations and requirements can be found at: https://www.cityofwildomar.org/government/departments/planning/cannabis_business_requirements. | | | |
| 7. | The proposed "Express Car-Wash Facility" shall comply with all noise mitigation measures outlined in the IS/MND/MMRP and Noise study recommendations. | On-Going | Planning and Building Departments | |
| 8. | Applicant herby understands and agrees that failure to comply with all Conditions of Approval may result in the Planning Commission taking action resulting in a modification to the Conditions of Approval and/or suspension or revocation of the CUP/Plot Plan. | On-Going | Planning Department | |
| 9. | The project shall be developed in accordance with the approved plot plan approved by the Planning Commission on May 18, 2022. The Applicant may request a modification/revision to the approved project, if needed, in accordance with Sections 17.228 of the Wildomar Municipal Code. | On-Going | Planning Department | |
| 10. | The proposed Project shall comply with existing SCAQMD rules for the reduction of fugitive dust emissions in accordance with SCAQMD Rule 403, including the following:<br>• All clearing, grading, earth-moving, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions.<br>• The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the project are watered at least three (3) times daily during dry weather. Watering, with complete coverage | On-Going | Planning Department | |

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| | of disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day.<br>• The contractor shall ensure that traffic speeds on unpaved roads and Project site areas are reduced to 15 miles per hour or less.<br>• Only "Low-Volatile Organic Compounds" paints (no more than 100 gram/liter of VOC) and/or High-Pressure Low Volume (HPLV) applications consistent with South Coast Air Quality Management District Rule 1113 shall be used.<br>• The proposed Project shall be required to comply with General Plan Policy AQ 4.9 and SCAQMD Rule 403 to address Project- specific fugitive dust emissions.<br>• The proposed Project would also be required to comply with City of Wildomar Solid Waste Regulations (Municipal Code Section 8.104) and SCAQMD Rule 402 to prevent occurrences of public nuisances as it pertains to odors.<br>• Additional SCAQMD rules shall be applicable during Project construction and include Rule 1113 (Architectural Coatings), Rule 431.2 (Low Sulfur Fuel, and Rule 1186/1186.1 (Street Sweepers).<br>• The proposed Project will be conditioned to comply with all other applicable/mandated SCAQMD requirements related to commercial retail development. | | | |
| 11. | All grading shall conform to the California Building Code and all other relevant laws, rules, and regulations governing grading in the City of Wildomar. Prior to commencing any grading which includes 50 or more cubic yards, the developer shall obtain a grading permit from the Building Department. | On-Going | Planning Department | |

| ATTACHMENT A – EXHIBIT 2<br>"CLINTON KEITH MARKETPLACE" RETAIL CENTER PROJECT | | | |
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| **Conditions of Approval** | **Timing/ Implementation** | **Enforcement/ Monitoring** | **Verification (Date and Signature)** |
| 12. | 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 (refer to dept. form 284-47). Planting shall occur within 30 days of meeting final grades to minimize erosion and to ensure slope coverage prior to the rainy season. The developer 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 & Engineering Depts. | |
| 13. | The proposed lighting and signage plans 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 | |
| 14. | 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 | |
| 15. | The Applicant shall provide bike racks/spaces within the project interior & centrally located in accordance with the current version of the Cal-Green Building Code as administered by the Building Official. | On-Going | Planning & Building Departments | |
| 16. | To minimize noise impacts from delivery trucks entering and exiting the project site on surrounding residential land uses and residences, deliveries of any kind shall only be allowed between the hours of 7:00 am and 8:00 pm. The Applicant shall include this restriction in the | On-Going | Planning Department | |

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| | Conditions, Covenants and Restrictions (CC&R's) and individual lease agreements. | | | |
| 17. | As required by the City of Wildomar Municipal Code Section 9.48.020, all construction and general maintenance activities shall be limited to the hours 7:00 AM and 6:00 PM from October through May (Monday–Saturday), and between 6:00 AM and 6:00 PM (Monday–Saturday) from June through September. No construction is permitted on Sundays or City-observed holidays unless approved by the City Building Official or City Engineer. | On-Going | Planning Department | |
| 18. | The Applicant shall be subject to, and comply with, the following four (4) state mandated codes/ordinances including all other applicable state & local codes/ordinances already in effect:<br>• California Building Code, Chapter 7A;<br>• California Residential Code, Chapter R327;<br>• California Referenced Standards Code, Chapter 12-7A; and<br>• California Fire Code, Chapter 49. | On-Going | Building & Fire Departments | |
| 19. | The Applicant is prohibited from using any sort of blasting device or similar activity during all grading and/or construction operations. | On-Going | Planning Department | |
| 20. | The Project shall comply with the vegetation management requirements prescribed in California Fire Code Section 4906, including California Government Code Section 51182, as applicable. | On-Going | Building & Fire Departments | |
| 21. | The following materials are prohibited from being stored anywhere on the project site without the expressed written permission by the City Building Official and Riverside County Fire Chief: | On-Going | Building & Fire Departments | |

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| | a) Flammable or explosive matter or material;<br>b) Matter or material which creates obnoxious dust, odor or fumes;<br>c) Hazardous or extremely hazardous waste, as defined by applicable provisions of the Hazardous Waste Control Law (Health and Safety Code Section 25100, et seq.). | | | |
| 22. | In accordance with, Chapter 17.216 of the WMC, this project is prohibited from selling 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 Department | |
| 23. | The following practices shall be required by the Project to reduce any noise level increases produced by the construction equipment to the nearby noise-sensitive residential land uses:<br>a) Prior to approval of grading plans and/or issuance of building permits, plans shall include a note indicating that noise-generating project construction activities shall only occur between the hours of 6:00 a.m. and 6:00 p.m. during the months of June through September, and between the hours of 7:00 a.m. and 6:00 p.m. during the months of October through May (City of Wildomar Municipal Code, Section 9.48.020 (I)). The project construction supervisor shall ensure compliance with the note and the City shall conduct periodic inspection at its discretion.<br>b) During all project site construction, the construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturers' standards. The construction contractor shall | On-Going | Building / Planning / Engineering Departments | |

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| | place all stationary construction equipment so that emitted noise is directed away from the noise sensitive receptors nearest the Project site.<br>c) The construction contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and noise-sensitive receivers nearest the project site (i.e., to the center) during all Project construction.<br>d) The construction contractor shall limit haul truck deliveries to the same hours specified for construction equipment (between the hours of 6:00 a.m. and 6:00 p.m. during the months of June through September, and between the hours of 7:00 a.m. and 6:00 p.m. during the months of October through May). The contractor shall design delivery routes to minimize the exposure of sensitive land uses or residential dwellings to delivery truck-related noise.<br>e) 30 days prior to any grading and construction activity for the project site, the Applicant shall notify by mailing all residents within a 600-foot radius of the project site of the days, and hours when grading and construction activity will commence. | | | |
| 24. | Any septic system removal must comply with Riverside County Environmental Health requirements that require removal of most of the system and filling the tank with sand. | On-Going | Building / Planning / Engineering Departments | |
| 25. | The Project shall obtain any required regulatory permits from the USACE, RWQCB, and CDFW for drainage, runoff and water quality affecting any river or stream. | On-Going | Building / Planning / Engineering Departments | |

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| 26. | The Project shall comply with City of Wildomar Municipal Code Section 8.28 as implemented by the Riverside County Fire Department. | On-Going | Building / Planning / Engineering Departments | |
| 27. | As required by City of Wildomar Municipal Code Section 13.12.050, Regulatory Consistency, and the MS4 Permit from the San Diego Regional Water Quality Control Board, stormwater drainage improvements must be consistent and in accordance with these provisions. | On-Going | Public Works Department | |
| 28. | As required by City of Wildomar Municipal Code Section 16.40.10, Installation Requirements, the project would comply with all applicable requirements for undergrounding utilities per this code section. | On-Going | Public Works Department | |
| 29. | As required by City of Wildomar Municipal Code Section 8.104, Solid Waste Collection and Disposal, the generation, accumulation, handling, collection, transportation, conversion, and disposal of solid waste must be controlled and regulated through the provisions of this chapter. | On-Going | Public Works Department | |
| 30. | The contractor shall adhere to applicable measures contained in Table 1 of Rule 403 including, but not limited to:<br>• All clearing, grading, earth-moving, or excavation activities shall cease when winds exceed 25 miles per hour (mph) per SCAQMD guidelines in order to limit fugitive dust emissions.<br>• The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the Project are watered at least three (3) times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day. | On-Going | Building / Planning / Engineering Departments | |

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| | • The contractor shall ensure that traffic speeds on unpaved roads and Project site areas are limited to 15 mph or less. | | | |
| 31. | The following measures shall be incorporated into Project plans and specifications as implementation of SCAQMD Rule 1113: Only "Low-Volatile Organic Compounds (VOC)" paints (no more than 50 gram/liter (g/L) of VOC) consistent with SCAQMD Rule 1113 shall be used. | On-Going | Building / Planning / Engineering Departments | |
| 32. | 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 in addition to those provided in the WQMP to prevent such deterioration, as part of the building plan check review process prior to construction. | On-Going | Building / Planning / Engineering Departments | |
| 33. | Wildomar Municipal Code Section 13.12.090 states that any Industrial/Commercial Construction Activity are subject to any NPDES permit issues by the United States Environmental Protection Agency, the State Water Resources Control Board, the Santa Ana Regional Water Quality Control Board, the San Diego Regional Water Quality Control Board or the Colorado River Basin Regional Water Quality Control Board, shall comply with all requirements of such permit. | On-Going | Building / Planning / Engineering Departments | |
| 34. | The grading plan shall include the following information in the Notes Section of the Grading Plan:<br>"No grubbing/clearing of the site shall occur prior to scheduling the pre-grading meeting with Engineering. All project sites containing suitable habitat for burrowing owls, whether owls were found or not, require a 30-day preconstruction survey that shall be conducted within 30 days | On-Going | Planning & Engineering Depts. | |

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| | prior to ground disturbance to avoid direct take of burrowing owls. If the results of the survey indicate that no burrowing owls are present on-site, then the project may move forward with grading, upon Planning Department approval. If burrowing owls are found to be present or nesting on-site during the preconstruction survey, then the following recommendations must be adhered to: Exclusion and relocation activities may not occur during the breeding season, which is defined as March 1 through August 31, with the following exception: From March 1 through March 15 and from August 1 through August 31 exclusion and relocation activities may take place if it is proven to the City and appropriate regulatory agencies (if any) that egg laying or chick rearing is not taking place. This determination must be made by a qualified biologist." | | | |
| **Mitigated Negative Declaration (MND) Mitigation Measures** *(These remain in Full Force and Effect)* | | | | |
| **Air Quality** | | | | |
| 35. | **AQ-1** For construction equipment greater than 150 horsepower (>150 hp), the Construction Contractor shall ensure that off-road diesel construction equipment that complies with Environmental Protection Agency (EPA)/California Air Resources Board (CARB) Tier 3 emissions standards and shall ensure that all construction equipment is tuned and maintained in accordance with the manufacturer's specifications. | During any ground-disturbing construction activities | City of Wildomar Planning Department and Building and Safety Department | |

| ATTACHMENT A – EXHIBIT 2<br>"CLINTON KEITH MARKETPLACE" RETAIL CENTER PROJECT | | | |
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| **Project No.: CUP / Plot Plan No. 21-0033** | | | |
| **Applicant: Somar Land Group, Inc (Steve Macie) - APN: 380-110-009; -010; -014 & -016** | | | |
| ~~Planning Commission Approval Date: May 18, 2022~~<br>**EOT #1 Approval Date: March 19, 2025** | ~~VTPM No. 37736 - Expiration Date: May 18, 2025~~<br>**EOT #1 Expiration Date: May 18, 2028** | | |
| **Conditions of Approval** | **Timing/ Implementation** | **Enforcement/ Monitoring** | **Verification (Date and Signature)** |
| **Biological Resources** | | | |
| 36. **BIO-1** Within 30 days prior to initiating ground disturbing activities, the Project Proponent shall retain a qualified biologist to complete a pre-construction avoidance survey, in accordance with the MSHCP guidelines. If the pre-construction survey is negative and BUOW is confirmed absent, then ground-disturbing activities shall be allowed to commence, and no further mitigation would be required. If BUOWs have colonized the study area prior to initiation of construction, the Project Proponent shall immediately inform RCA and the wildlife agencies (CDFW and USFWS). A BUOW Protection and Relocation Plan shall be prepared in accordance with CDFW's guidance on burrowing owl protection and relocation prior to initiating ground disturbance. | Within 30 days prior to initiating ground disturbing activities | Planning Department and Building and Safety Department | |
| 37. **BIO-2** Vegetation clearing for the project shall be conducted outside the avian nesting season, which is generally defined as February 15 to August 31. If vegetation clearing must take place during the nesting season, a qualified biologist shall perform a pre-construction Nesting Bird Survey no more than seven days prior to vegetation impacts. Results of the survey shall be submitted to the City for review and approval prior to initiating impacts during the breeding season. If active bird nests are confirmed to be present during the pre-construction survey, the project biologist shall delineate an appropriate buffer between 100 and 300 feet (500 feet for raptors) around each nest. Construction activities within the buffer shall not be permitted until nesting behavior has ceased, nests have failed, or young have fledged. The project biologist may modify the buffer or propose other recommendations in order to minimize disturbance to nesting birds. | During vegetation clearing process | Planning Department and Building and Safety Department | |

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| **Conditions of Approval** | **Timing/ Implementation** | **Enforcement/ Monitoring** | **Verification (Date and Signature)** |
| 38. **BIO-3** The proposed project will impact approximately 0.40 acres of MSHCP Riparian/Riverine habitat. Pursuant to Table 13 herein, the project will provide a total of 1.10 acres of mitigation at the ratios outlined in Table 13 at an approved Mitigation Bank or an approved In Lieu Fee Program. The mitigation is proposed to occur at the Riverpark Mitigation Bank or other Mitigation Bank should credits not be available at the Riverpark Mitigation Bank that provides re-establishment of alkali playa and vernal pool habitat which are two of the rarest habitat types in the MSHCP. Proof of mitigation credit purchase shall be provided to the City prior to issuance of grading permits. | Prior to the issuance of grading permits | Planning Department and Building and Safety Department | |
| **Cultural Resources** | | | |
| 39. See Mitigation Measures **TRI-1 through TRI-5.** | | | |
| **Geology and Soils** | | | |
| 40. **GEO-1** All recommendations contained in the Geotechnical prepared by CTE South, Inc. and dated November 12, 2019 shall be implemented as mitigation measures. | Prior to grading activities and during construction activities | Planning Department and Building and Safety Department | |
| 41. **GEO-2/PAL-1** Prior to construction, a Qualified Paleontologist should be retained, and a Paleontological Resources Impact Mitigation Program (PRIMP) should be prepared that outlines paleontological mitigation and fossil discovery procedures. Any subsurface bones or potential fossils that are unearthed during construction should be evaluated, recorded, and reported by a Qualified Paleontologist, and, if | Prior to construction | Planning Department and Building and Safety Department | |

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| | significant, curated at the Western Science Center (WSC) or another appropriate repository. | | | |
| **Tribal Cultural Resources** | | | | |
| 42. | **TRI-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 Soboba Band of Luiseno Indians and 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 consulting tribe(s) are satisfied that construction will not disturb cultural resources. | During any ground-disturbing construction activities | Planning Department and Building and Safety Department | |
| 43. | **TRI-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 TRI 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. | Prior to issuance of a grading permit | Planning Department and Building and Safety Department | |

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| 44. | **TRI-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 Soboba Band of Luiseno Indians, the Rincon Band of Luiseño Indians, and 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; 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. | Prior to issuance of grading permit | Planning Department and Building and Safety Department | |
| 45. | **TRI-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 | During ground-disturbing activities | Engineering Department and Planning Department | |

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| | 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). | | | |
| 46. | **TRI-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:<br>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.<br>b. One or more of the following treatments, 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:<br>i. Preservation in place of the cultural resources, if feasible. Preservation in place means avoiding the resources, leaving | During ground-disturbing activities | Engineering Department and Planning Department | |

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| | them in the place they were found with no development affecting the integrity of the resources.<br>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).<br>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. | | | |
| **Prior to the Issuance of Grading Permits** | | | | |
| 47. | Prior to the issuance of a grading permit, the Applicant shall comply with the construction noticing sign board requirements of Chapter 15.04.030 of the WMC as follows:<br>A. Intent. It is the intent of this section to establish regulations for posting on-site construction information signs during construction | Prior to Issuance of Grading Permits | Building and Engineering Depts. | |

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| | activity for new residential, commercial and industrial development projects.<br>B. Applicability. The posting of on-site construction information signs during construction activity for new residential, commercial and industrial development projects shall be limited to projects located in residential, commercial and industrial zoned lands.<br>C. Construction Sign Standards.<br>1. One non-illuminated sign shall be required per development site, except that if the site has two or more street frontages, one additional sign shall be required per street frontage.<br>2. The sign(s) shall be placed along the street frontage nearest to the construction entrance(s) to the project site and include information identifying the name of the developer and contractor, on-site contact information and phone number, allowed days and hours of construction activity (i.e., Monday - Saturday, 6:30 a.m. to 7:00 p.m. with no construction activity on Sundays or legal holidays). The information shall also include a statement that complaints regarding the operation can be lodged with the City of Wildomar Code Enforcement Division (951) 677-7751, and any other information deemed appropriate by the City.<br>3. The size of the sign board shall be four feet wide by six feet high (24 square feet) made of wood, or similar durable material and mounted with two vertical four-inch by four-inch posts, made of wood or similar durable material. The total height of the sign board shall not exceed eight feet from the ground and include the city logo in the upper left corner of the sign board. | | | |

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| | 4. The sign(s) shall be reviewed by the Building Official prior to construction of said sign. Sign(s) shall be posted on the property a minimum of two weeks prior to any grading activities and be removed from the property within 30 days after the last certificate of occupancy is issued by the City. | | | |
| 48. | Concurrent with the submittal of grading plans, the applicant shall submit two (2) sets of detailed/complete landscape and irrigation construction drawings to the Planning Department, including on-site and public right-of-way and a fence/wall plan for review and approval by the Planning Department. Said landscape and irrigation plans shall be prepared by a licensed Landscape Architect and shall comply with all requirements of Section 17.276 (Water Efficient Landscapes) of the Wildomar Municipal Code, and EVMWD's Water Efficient Landscape Standards as adopted by the City Council on November 12, 2015. The landscape plans shall include the following:<br>a) Landscape plans shall be drawn at a scale of 20 feet equal to 1 foot or larger.<br>b) No light fixture shall be designed for any location in a planting area, which would make it necessary to eliminate a tree. The location of all overhead light fixtures and utilities shall be identified on the grading and site plan.<br>c) All above ground utilities shall be shown on the precise grading plans in their exact locations. Building and landscape backflow prevention units and transformers shall be located in shrub areas. Double detector checks shall be fully screened from view. The detector check/backflow device shall be painted a neutral/earth tone color and any pipes extending above ground shall be finished and | Concurrent with the submittal of grading plans | Planning and Landscape Depts. | |

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| | painted to match the device. The detector check and post indicator shall be set back at least 10 feet away from the driveway or sidewalk in a shrub area. Transformers shall be screened with 5 feet of landscaping outside the required setback (18 inches on sides and 8 feet at the front doors).<br>d) All ground covers shall be installed from living plant materials. Spacing shall be such that 100% coverage is achieved within 1 year of the installation.<br>e) All parking lot planter areas shall be a minimum of 5 feet wide excluding curbs, walkways and required concrete strip adjacent to parking spaces (6" curb with a 12" wide by 4" deep reinforced concrete strip adjacent). A detail shall be drawn on the civil engineer's plan to illustrate this application in all relevant locations.<br>f) All plants within the detention basin shall be California native. The trees shall include *Quercus agrifolia* (coast live oak) and *Platanus racemosa* (sycamore). The shrubs shall include *Heteromeles arbutifolia* (toyon) or as approved by the City Landscape Architect per the project landscape plans.<br>g) All planting areas damaged during construction shall be replaced at the direction of the City Landscape Architect.<br>h) The irrigation controller shall be a weather-based controller that measures evapo-transpiration. A rain shut-off device is required. Drip irrigation is required in all planting areas.<br>i) All soil amendments and fertilizers shall be organic as a storm-water best management practice. Soil analysis and agronomic soil report shall be submitted to the City with the landscape plans, including the following: soil texture, percentage of organic matter, | | | |

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| | soil infiltration rate (measured or derived from soil texture/infiltration rate tables), pH and total soluble salts, macro-nutrients, micro-nutrients, recommendations for organic fertilizers and amendments.<br>j) No plant materials that could freeze, damage paving, or have thorns are allowed.<br>k) Prior to construction, the job site superintendent and the landscape contractor shall meet with the City's Landscape Architect and Planning Department representative shall meet for a pre-job meeting. No landscaping shall occur prior to the meeting.<br>l) 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 per the requirements of Ordinance 457.<br>m) Planting shall occur within 30 days of meeting final grades to minimize erosion and to ensure slope coverage prior to the rainy season.<br>n) The developer 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.<br>o) Several buildings have undersized landscape planters. The plant material for these areas will be further evaluated during the review of construction drawings. Carefully select plant material that will naturally grow within the restricted planter widths. Do not propose | | | |

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| | shrubs that will require continuous trimming to control width or height.<br>p) Water quality basin bottom is typically planted with material from containers, 4" pots, or plugs. Hydroseed is not preferred. This allowance shall be further evaluated with landscape construction drawings. | | | |
| 49. | Said landscape and irrigation plans shall be prepared by a licensed Landscape Architect and shall comply with all requirements of Chapter 17.276 (Water Efficient Landscapes) and Section 17.188.070 of the Wildomar Municipal Code, including any future water conservation measures adopted by the City Council or imposed by the State of California in effect at the time of construction, including but not limited to, drought-tolerant landscaping and drip irrigation/micro spray irrigation. The landscape plans shall further include the following items:<br>• Slope planting shall achieve full coverage and consist of permanent ground cover adequately planted with shrubs and/or trees to the satisfaction of the Planning Director. Plant material and mulch shall be suitable for slope conditions and prevention of surface erosion.<br>• Stormwater basin slopes shall be planted with spreading, stabilizing ground covers and shrub groupings from containers.<br>• Stormwater basin bottom shall be planted with species suitable for both wet and dry conditions. Basin bottom shall be planted with the plant material from containers, 4" pots, or plugs. Hydroseed is not preferred, and the allowance shall be further evaluated with landscape construction drawings. | Prior to Issuance of Grading Permits | Planning and Landscape Depts. | |

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| | • Provide a fuel modification plan in compliance with the Fire Department's requirements. All planting shall be designed using approved fire resistive plants, review and modify preliminary plant list to comply.<br>• Fire apparatus access roads shall be illustrated and noted on landscape plan. Trees are to be located so that mature canopies do not encroach into the access road. Remove any tree in conflict with this restriction. | | | |
| 50. | Prior to the issuance of a grading permit, the developer shall submit a final geotechnical soils reports to the City Engineer and/or Building Official for review and approval. All grading shall be in conformance with the recommendations of the geotechnical/soils reports as approved by the City of Wildomar. | Prior to Issuance of Grading Permits | Building and Engineering Depts. | |
| 51. | Prior to the issuance of a mass or precise 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 Grading Permits | Planning and Engineering Depts. | |

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| 52. | Prior to the issuance of grading permits, the Project will obtain any required permits under Section 404, Section 402 and Section 401 of the Clean Water Act (33 U.S.C.1341, 1342, 1344) related to impacts and discharges in jurisdictional waters of the United States, including any required corresponding state permits or authorizations under the California Water Code and Title 27, CCR Section 20005 et seq. | Prior to Issuance of Grading Permits | Planning and Engineering Depts. | |
| 53. | Prior to the issuance of grading permits, the Project will obtain any required permits from the California Department of Fish & Wildlife for any activity that may adversely affect any river, stream, channel or lake as set forth in Cal. Fish & Game Code, Section 1602 et seq. | Prior to Issuance of Grading Permits | Planning and Engineering Depts. | |
| **Prior to Issuance of Building Permits** | | | | |
| 54. | Prior to issuance of building permits, the Applicant shall submit a detailed/final photometric analysis and lighting plan 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 and Building Departments | |
| 55. | Prior to issuance of building permits, the Applicant shall pay City Development Impact Fees (DIF) in accordance with the Wildomar DIF Program (Commercial Retail category) adopted by the City Council in June 2015, and all applicable Regional Impacts Fees (i.e., WRCOG/TUMF fees, LEUSD school fees, MSHCP fees, SKR fees, etc.). | Prior to Issuance of Building Permits | Planning, Building and Engineering Depts | |
| 56. | Prior to the issuance of a building permit or any sign(s) within the Clinton Keith Marketplace retail center, the Applicant shall obtain approval of sign permits (building & electrical) from the Building | Prior to Issuance of Building Permits | Planning Department | |

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| | Department. All signs within the center shall be consistent with the Clinton Keith Marketplace sign program approved by the Planning Commission on May 4, 2022, and all applicable provisions of Chapter 17.252 (Sign Regulations), and Chapter 8.64 (Light Pollution) of the Wildomar Municipal Code. The following additional lighting conditions shall be complied with:<br>a) All lighting shall be indirect, hooded and positioned so as not to reflect onto adjoining property or public streets.<br>b) Lighting fixtures may be installed in each individual storage space, provided that the fixtures shall not include or be adaptable to provide electrical service outlets. | | | |
| **Prior to Issuance of a Certificate of Occupancy** | | | | |
| 57. | Prior to the issuance of occupancy permits, the following conditions shall be satisfied:<br>• Prior to occupancy permits for Phase 1, the landscape improvements outlined in Planning Condition No. 48 above shall be completed.<br>• 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 | Prior to the Issuance of Occupancy Permits | Planning Dept. | |

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| | maintained in accordance with the approved landscape plans. A deposit to cover re-inspection of the landscape, at the current City rate shall be posted with the Planning Department prior to re-inspection for maintenance bond release.<br>• 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. | | | |
| 58. | Prior to the issuance of the final Certificate of Occupancy permit, all required onsite landscape planting and irrigation improvements for the planning area shall have been installed and fully operational consistent with the approved construction plans. The plants shall be healthy and free of weeds, disease, or pests. The irrigation system shall be properly constructed and in good working order. The Applicant shall contact the Planning Department to schedule the final inspection(s). | Prior to the Issuance of Occupancy Permits | Planning Dept. | |
| 59. | Prior to the Issuance of the final Certificate of Occupancy permit, all Riverside County Fire Department conditions shall be complied with and cleared by the Fire Department. The Applicant shall provide written verification from County Fire that all applicable conditions have been met. | Prior to final Certificate of Occupancy | Planning Dept. | |

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| 60. | 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 | |
| **PUBLIC WORKS/ENGINEERING/BUILDING DEPARTMENT CONDITIONS** | | | | |
| **General Requirements/Conditions** | | | | |
| 1. | The developer shall obtain City approval for any modifications or revisions to the approval of this project in accordance with State law (Gov. Code 65913.4). 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 | Engineering | |
| 2. | The developer shall comply with the State of California Subdivision Map Act and all City ordinances and resolutions. | On-Going | Engineering | |
| 3. | No grading shall be performed without the prior issuance of a grading permit by the City. | On-Going | Engineering | |
| 4. | Written permission shall be obtained from the affected property owners allowing the proposed grading and/or facilities to be installed outside of the project boundaries. | On-Going | Engineering | |

| ATTACHMENT A – EXHIBIT 2<br>"CLINTON KEITH MARKETPLACE" RETAIL CENTER PROJECT | | | |
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| **Project No.: CUP / Plot Plan No. 21-0033** | | | |
| **Applicant: Somar Land Group, Inc (Steve Macie) - APN: 380-110-009; -010; -014 & -016** | | | |
| ~~Planning Commission Approval Date: May 18, 2022~~<br>**EOT #1 Approval Date: March 19, 2025** | ~~VTPM No. 37736 - Expiration Date: May 18, 2025~~<br>**EOT #1 Expiration Date: May 18, 2028** | | |
| **Conditions of Approval** | **Timing/ Implementation** | **Enforcement/ Monitoring** | **Verification (Date and Signature)** |
| 5. | All grading shall conform to the California Building Code, including Appendix J, and all other relevant and applicable laws, rules, and regulations governing grading in the City of Wildomar. Prior to commencing any grading which includes 50 or more cubic yards, the developer shall obtain a grading permit from PW/Engineering. | On-Going | Engineering | |
| 6. | 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. | On-Going | Engineering | |
| 7. | Graded slopes shall be limited to a maximum steepness ratio of 2:1 (horizontal to vertical) unless otherwise approved by the City Engineer. | On-Going | Engineering | |
| 8. | Grading in excess of 199 cubic yards will require performance security to be posted with the City. | On-Going | Engineering | |
| 9. | All retaining walls shall require a separate permit from the Building Department. The retaining wall calculations shall address earth and hydrostatic loads associated with the water basins. | On-Going | Engineering | |
| 10. | 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 to the extent applicable under State law (Gov. Code 65913.4). | On-Going | Public Works | |
| 11. | 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 | On-Going | Public Works | |

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| | public roads. Hauled material shall be to/from an environmentally approved site. | | | |
| 12. | Storm water and non-storm water discharges from the project site shall be mitigated in conformance with the Regional Water Quality Control Board permit(s) and/or site specific SWPPP prior to entering into the MS4s including, but not limited to, storm drains, streets, channels, etc... | On-Going | Engineering | |
| 13. | For commercial/industrial projects, the developer/applicant shall submit a Business Registration application to the City for approval. The business shall be required to pay a fee to the City with the Business Registration for Stormwater Compliance Inspections that are required by the City's NPDES Permit. The requirement for stormwater compliance inspections is recurring for the duration of the development, unless otherwise approved. The developer/applicant shall also submit to the City, prior to Certificate of Occupancy, a document that includes the Business' Statement of Operations and a summary of the business' best management practices for stormwater pollution prevention. | On-Going | Engineering | |
| 14. | The developer/applicant 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 | Engineering | |
| 15. | The developer/owner/tenant shall comply with all applicable laws and regulations regarding the proper disposal of waste materials generated from the business. | On-Going | Engineering | |

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| 16. | The Developer shall dedicate, design and construct all improvements in accordance with 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. In the absence of a subdivision map, rights-of-way and easements shall be dedicated by separate instrument. | On-Going | Engineering | |
| 17. | 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 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. Protection of Rough graded slopes will be based on the approved BMP's as depicted in the approved Storm Water Pollution Prevention Plan. | On-Going | Engineering | |
| 18. | The landscape plans of all parkway and Landscape Maintenance/ Community Facilities District (CFD) lots shall be prepared by a licensed Landscape Architect and shall be submitted to the City for review and approval. | On-Going | Engineering | |
| 19. | 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 | On-Going | Engineering | |

| ATTACHMENT A – EXHIBIT 2<br>"CLINTON KEITH MARKETPLACE" RETAIL CENTER PROJECT | | | |
|---|---|---|---|
| **Project No.: CUP / Plot Plan No. 21-0033** | | | |
| **Applicant: Somar Land Group, Inc (Steve Macie) - APN: 380-110-009; -010; -014 & -016** | | | |
| ~~Planning Commission Approval Date: May 18, 2022~~<br>**EOT #1 Approval Date: March 19, 2025** | ~~VTPM No. 37736 - Expiration Date: May 18, 2025~~<br>**EOT #1 Expiration Date: May 18, 2028** | | |
| **Conditions of Approval** | **Timing/ Implementation** | **Enforcement/ Monitoring** | **Verification (Date and Signature)** |
| | fees in the benefit district unless said fees are otherwise deferred or covered under the City's Community Facility District (CFD Services). | | | |
| 20. | The developer shall annex into the City's Community Facility District (CFD Services) 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 First Building permit issuance | Engineering | |
| 21. | The developer shall design and construct all driveways in accordance with the applicable City of Wildomar Improvement Standards. | On-Going | Engineering | |
| 22. | 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 | Engineering | |
| 23. | Above-ground utilities shall be undergrounded by the developer in accordance with City of Wildomar Municipal Code 16.04.010. The undergrounding of utilities shall be reflected on the project improvement plans. A non-interference letter from Southern California Edison (SCE), shall be submitted for the proposed development. | On-Going | Engineering | |
| 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 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. | On-Going | Engineering | |

| ATTACHMENT A – EXHIBIT 2<br>"CLINTON KEITH MARKETPLACE" RETAIL CENTER PROJECT | | | |
|---|---|---|---|
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| **Conditions of Approval** | **Timing/ Implementation** | **Enforcement/ Monitoring** | **Verification (Date and Signature)** |
| 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 | Engineering | |
| 26. Prior to approval of improvement plans, the improvement plans shall show all the streets to be improved consistent with condition 61. At the discretion of the applicant, the existing pavement may be cored to confirm adequate section and R values during the design process and any findings shall be incorporated into the project design. Therefore, improvements may include full pavement reconstruction, grind and overlay, or slurry seal. All striping shall be replaced in kind. | Prior to Improvement Plan Approval | Engineering | |
| 27. Prior to improvement plans approval, the applicant shall ensure that all water meters, fire hydrants or other water appurtenances shall not be located within a drive aisle or path of travel. | Prior to Improvement Plan Approval | Engineering | |
| 28. Hidden Springs Road is currently paved to its ultimate as a Collector (44-feet curb to curb), however, the project shall construct curb and gutter and sidewalk improvements along its frontage from the northern project boundary to Clinton Keith Road.<br><br>Stable Lanes Road is currently constructed to its ultimate as a Local Road, however, the project shall construct applicable curb and gutter and sidewalk improvements long its frontage. | Prior to Improvement Plan Approval | Engineering | |

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| | The project shall construct Clinton Keith Road between Stables Lanes Road and Hidden Springs Road, at its ultimate half-section width as an Urban Arterial Highway (152-foot right-of-way) in compliance with applicable City of Wildomar and Caltrans standards.<br><br>Sight distance at each project access point shall be reviewed with respect to standard Caltrans and City of Wildomar sight distance standards at the time of preparation of final grading, landscape, and street improvement plans.<br><br>On-site traffic signing and striping shall be implemented in conjunction with detailed construction plans for the project site.<br><br>All public improvements shall have adequate transitions beyond the project boundary to 300', at the discretion of the City Engineer. | | | |
| **Prior to Issuance of Grading Permit** | | | | |
| 29. | The developer shall submit a geotechnical/soils reports 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 | Engineering | |

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| 30. | The developer shall 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 | Engineering | |
| 31. | Prior to the issuance of a grading permit the developer shall submit recorded slope easements or written letters of permission from adjacent landowners in all areas where grading is proposed to take place outside of the project boundaries. | Prior to Issuance of a Grading Permit | Engineering | |
| 32. | The project specific SWPPP and an Erosion/Sediment Control plan shall be provided to the Public Works Dept. and always provided on the project site. | Prior to Issuance of a Grading Permit | Engineering | |
| 33. | 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. | Prior to Issuance of a Grading Permit | Engineering | |
| 34. | The developer shall have obtained approval for the import/export location from the City of Wildomar. Additionally, if either location was not previously approved by an Environmental Assessment, prior to issuing a grading permit, a Grading Environmental Assessment shall be submitted to the Planning Director for review and comment and to the City Engineer for approval. | Prior to Issuance of a Grading Permit | Engineering | |
| 35. | A Final Water Quality Management Plan (WQMP), in conformance with the requirements of the City of Wildomar (City) shall be prepared, submitted, and approved. All stormwater quality treatment devices shall be located outside of the ultimate public right of way, unless otherwise | Prior to Issuance of a Grading Permit | Engineering | |

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| | approved. The developer shall prepare the Final WQMP in conformance with the City of Wildomar WQMP (which is based on the SMR Model WQMP) to the satisfaction of the City Engineer. The WQMP shall also address the effects of hydromodification caused by the project, per the City of Wildomar WQMP Model Document. Due to the high-density residential land-use of this project, the WQMP shall include the installation of Trash Capture Devices for both private and public storm drain facilities, as required by the State Water Board's Trash Amendments and the subsequent order issued by the San Diego Regional Water Quality Control Board to the City. Trash Capture Devices shall be on the State Water Board's "Certified Trash Full Capture Systems List of Trash Treatment Control Devices". Trash Control Devices selected for use in City storm drains shall be approved by the City Engineer. Trash Control Devices installed in City storm drains shall be included in the Community Facilities District (CFD) for maintenance. | | | |
| 36. | 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 | Engineering | |
| 37. | 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, | Prior to Issuance of a Grading Permit | Engineering | |

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| | 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:<br>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.<br>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.<br>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.<br>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. | | | |
| 38. | Prior to approval of improvement plans, the improvement plans submitted by the applicant shall address the following:<br>a) The project drainage design shall be designed to accept and properly convey all on- and off-site drainage flowing on or through the site.<br>b) The project drainage system design shall protect downstream properties from any damage caused by alteration of drainage patterns such as concentration or diversion of flow. | Prior to Issuance of a Grading Permit | Engineering | |

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| | c) Concentrated drainage on commercial lots shall be diverted through parkway drains under sidewalks. All non-residential lots shall drain toward an approved water quality or drainage facility. Once onsite drainage has been treated it may continue into an approved public drainage facility or diverted through under-sidewalk parkway drains. | | | |
| 39. | Prior to issuance of any grading permit, any environmental Phase I and Phase II applicable findings and recommended actions to remove contamination resulting from previous use of the subject site shall be implemented. | Prior to Issuance of a Grading Permit | Engineering | |
| 40. | The Construction Runoff Management Plan (or Erosion/Sediment Control Plan) shall include enhanced BMPs, for installation of landscaping to minimize the potential runoff of nutrients which is the Priority Water Quality Condition of Concern in the Santa Margarita River Watershed, to the satisfaction of the City Engineer. | Prior to Issuance of a Grading Permit | Engineering | |
| 41. | City storm drain outfalls that will discharge to a Receiving Water, as defined by the City's MS4 Permit, shall be separate from and shall not receive flows from any private storm drain system. | Prior to Issuance of a Grading Permit | Engineering | |
| 42. | The developer shall show all easements per the Title Report to the satisfaction of Public Works. Any conflict with existing easements resulting in the site being redesigned potentially requires a minor change or amendment approval by Planning Commission. | Prior to Issuance of a Grading Permit | Engineering | |
| 43. | Prior to issuance of grading permit, the applicant shall demonstrate to the satisfaction of the City Engineer that the proposed project will not unreasonably interfere with the use of any easement holder of the property. | Prior to Issuance of a Grading Permit | Engineering | |

| ATTACHMENT A – EXHIBIT 2<br>"CLINTON KEITH MARKETPLACE" RETAIL CENTER PROJECT | | | |
|---|---|---|---|
| **Project No.: CUP / Plot Plan No. 21-0033** | | | |
| **Applicant: Somar Land Group, Inc (Steve Macie) - APN: 380-110-009; -010; -014 & -016** | | | |
| ~~Planning Commission Approval Date: May 18, 2022~~<br>**EOT #1 Approval Date: March 19, 2025** | ~~VTPM No. 37736 - Expiration Date: May 18, 2025~~<br>**EOT #1 Expiration Date: May 18, 2028** | | |
| **Conditions of Approval** | **Timing/ Implementation** | **Enforcement/ Monitoring** | **Verification (Date and Signature)** |
| **Prior to Issuance of Building Permits** | | | |
| 44. The developer/owner shall obtain a grading permit prior to building permit issuance, and/or approval to construct from the City Engineer. | Prior to Issuance of a Building Permit | Building/ Engineering | |
| 45. Any public improvements shall be approved by the City Engineer and all improvements to be constructed and shall be secured by the Developer. | Prior to Issuance of a Building Permit | Building/ Engineering | |
| 46. The developer shall provide will serve letters from the appropriate utility agencies. | Prior to Issuance of a Building Permit | Building | |
| 47. The developer shall provide approval letter from Fire Department for fire water service. | Prior to Issuance of a Building Permit | Building/ Fire | |
| 48. The developer shall install any missing streetlight facilities along the project frontage, in accordance with the applicable 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 Certificate of Occupancy | Building/ Public Works | |
| 49. The developer shall annex into CFD Service District 2022-2, or current equivalent Community Facilities District, to offset development related costs for maintenance and services for the applicable development. | Prior to Issuance of a Building Permit | Engineering | |
| 50. The developer/applicant shall demonstrate that all applicable development related fees, impact fees, and mitigation fees have been satisfactorily paid. | Prior to Issuance of a Building Permit or Certificate of Occupancy | Building | |

| ATTACHMENT A – EXHIBIT 2<br>"CLINTON KEITH MARKETPLACE" RETAIL CENTER PROJECT | | | |
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| **Conditions of Approval** | **Timing/ Implementation** | **Enforcement/ Monitoring** | **Verification (Date and Signature)** |
| 51. 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 | |
| 52. The developer shall pay all necessary impact and mitigation fees required to the extent applicable. | Prior to Issuance of a Building Permit or Certificate of Occupancy | Building | |
| 53. The developer shall construct the stormwater quality treatment devices to accommodate all project runoff in accordance with City of Wildomar's Hydrology Manual, Stormwater Quality Best Management Practice Design Handbook, Improvement Standards, and to the satisfaction of the City Engineer. All stormwater quality treatment devices shall be constructed outside of the ultimate public right of way. | Prior to Issuance of a Building Permit | Public Works | |
| 54. Prior to issuance of Building Permit, the developer shall post security guaranteeing the construction of all required public improvements. Said improvements shall include the following:<br>a) All street facilities:<br>1. Any missing or substandard public improvements on Clinton Keith Parkway, Hidden Springs Road, and Stable Lanes Road, to half street plus 12' along the project frontage.<br>2. Traffic Mitigation measures as outlined in approved Traffic Impact Analysis dated, October 21, 2019.<br>3. All ingress and egress shall meet minimum commercial driveway standards.<br>4. Site access on Clinton Keith Road shall be limited to right in, right out, access only. Site access on Hidden Springs Road | Prior to Issuance of a Building Permit | Engineering | |

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| | shall be coordinated with adjacent developments, City of Wildomar Traffic Engineering, and the City Engineer.<br>b) All drainage facilities to serve the proposed, and as outlined in the approved Hydrology Study.<br>c) All required grading, including erosion control. Additional erosion control may be required per the City Engineer<br>d) All required sewer, water and reclaimed water facilities per Elsinore Valley Municipal Water District (EVMWD) standards and specifications, per approved plans.<br>e) All required landscaping and/or park facilities on-site, as well as parkway landscaping per approved streetscape plans and design guidelines.<br>f) All under grounding of overhead utilities, except for cables greater than 32k volts, per Wildomar Municipal Code | | | |
| 55. | Prior to building permit issuance, the applicant shall commence construction or guarantee the construction of all new or upgraded required public improvements including but not limited to, the potable water line, sewer line, reclaimed water line, potable water services, sewer laterals, reclaimed water services, double detector check assemblies and reduced pressure principal assemblies within the public right of way and/or easements. | Prior to Issuance of a Building Permit | Engineering | |
| 56. | Prior to issuance of building permits, the developer shall cause the civil engineer of record and soils engineer of record for the approved grading plans to submit pad certifications and compaction test reports for the subject lots where building permits are requested. | Prior to Issuance of Building Permits | Engineering | |

| ATTACHMENT A – EXHIBIT 2<br>"CLINTON KEITH MARKETPLACE" RETAIL CENTER PROJECT | | | |
|---|---|---|---|
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| **Conditions of Approval** | **Timing/ Implementation** | **Enforcement/ Monitoring** | **Verification (Date and Signature)** |
| **Prior to Building Occupancy, Final Inspection or Surety Release** | | | |
| 57. Prior to issuance of the first Certificate of Occupancy, the applicant shall provide proof of notification to the future occupants of all non-structural BMPs and educational and training requirements for said BMPs as directed in the approved WQMP. | Prior to Issuance of first Certificate of Occupancy | Engineering | |
| 58. Prior to issuance of Certificate of Occupancy, the applicant shall ensure all structural post construction BMPs identified in the approved project specific Final WQMP are constructed and operational. | Prior to Issuance of first Certificate of Occupancy | Engineering | |
| 59. Prior to issuance of a Certificate of Occupancy, all proposed parkway, slope maintenance, and/or median landscaping specified in these Conditions of Approval shall be constructed. | Prior to Issuance of first Certificate of Occupancy | Engineering | |
| 60. Prior to release of public improvement security, the developer shall cause the civil engineer of record for the approved improvement plans to submit a set of as-built plans for review and approval by the Public Works Department. | Prior to release of public improvement security | Engineering | |
| 61. The developer shall comply with the recommendations in the "Clinton Keith Marketplace Traffic Analysis" – October 21, 2019. Prior to issuance of building permit, the developer shall guarantee construction of the following public improvements:<br>Palomar Street & Clinton Keith Road:<br>• Modify the traffic signal and implement overlap phasing on the northbound right turn lane.<br>• Restripe the westbound approach to accommodate two left turn lanes, one through lane, and one right turn lane. | Prior to first building permit issuance | Engineering | |

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| | • Add a 2nd southbound left turn lane and 2nd southbound through lane.<br>Stable Lanes Road & Clinton Keith Road:<br>• Modify the intersection to remove the median and allow for full turning movements. The improvement includes accommodating 150-foot eastbound and westbound left turn lanes.<br>• Install a traffic signal.<br>Hidden Springs Road & Clinton Keith Road:<br>• Add a 2nd southbound left turn lane.<br>• Modify the traffic signal and implement overlap phasing on the westbound turn lane.<br>Completion of said improvements shall occur prior to first Certificate of Occupancy for the project site. Design of all public improvements shall be coordinated and approved at the discretion of the City Engineer. | | | |
| 62. | Walls and fences around the perimeter of the project, or along the public right-of-way, shall be treated with an anti-graffiti coating, consistent with current standards and guidelines, to aid in ongoing maintenance. | Prior to final Certificate of Occupancy | Engineering | |
| 63. | Prior to acceptance of improvements, the City Engineer may determine that aggregate slurry, as defined in the Standard Specifications for Public Works Construction, may be required one year after acceptance of street(s) by the City if the condition of the street(s) warrant its application. All striping shall be replaced in kind. The applicant is the sole responsible party for the maintenance of all the improvements until | Prior to acceptance of improvements | Engineering | |

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| | said acceptance takes place. The final Thermal Plastic striping shall be installed only after the aggregate slurry. | | | |
| 64. | Any deviations/revisions from the approved WQMP plans and specifications shall be submitted by the Engineer of Record and shall be approved by the City, prior to construction. Approved revisions shall be documented in the Final WQMP on-file with the City. The Developer shall also ensure that the Final WQMP on-file with the owner is also updated. Prior to final approval of the constructed WQMP, the Developer shall submit a certification letter, signed by the Engineer of Record, certifying that the WQMP has been constructed and installed per the approved plans and specifications, and that the WQMP is currently operating in conformance with the original design. | On-going | Engineering | |
| **RIVERSIDE COUNTY FIRE DEPARTMENT** | | | | |
| **General Conditions** | | | | |
| 1. | The applicant or developer must provide a fire hydrant system capable of delivering fire flow as required by the California Fire Code and Fire Department standards. Fire hydrants shall be spaced in accordance with the California Fire Code. Based on current standards, the required fire flow is estimated to be 2,500 GPM at 20 PSI for a 2-hour duration. Estimated fire flow is based on a 36,000 square foot building area with Type V-B construction and an approved fire sprinkler system per 2019 California Fire Code. | On-Going | Fire Department | |
| 2. | Prior to building permit issuance, install the approved water system, approved access roads, and contact the Fire Department for a verification inspection. | On-Going | Fire Department | |

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| 3. Emergency vehicle access roads must meet fire department standards at the time of building permit application. Current standards require minimum 24-foot-wide roads. Roads must be capable of supporting at least 80,000 pounds. Gates must have a Knox Rapid Entry System. | On-Going | Fire Department | |
| 4. All structures 3,600 square feet and larger will require a fire sprinkler system per Wildomar Fire Code. | On-Going | Fire Department | |
| 5. All structures 3,600 square feet and larger will require a fire sprinkler system per Wildomar Fire Code. | On-Going | Fire Department | |

*End*

# CITY OF WILDOMAR – PLANNING COMMISSION
**Agenda Item #2.1**
**PUBLIC HEARING**
**Meeting Date: May 18, 2022**

**TO:** Chairman and Members of the Planning Commission

**FROM:** Abdu Lachgar, AICP, Associate Planner

**SUBJECT:** **Clinton Keith Marketplace Retail Center (PA 21-0033):** Planning Commission consideration of an Initial Study/Mitigated Negative Declaration (MND), Vesting Tentative Parcel Map (VTPM 37736), Conditional Use Permit, Variance and Plot Plan (PA 21-0033) to develop a 68,490 square-foot multi-tenant retail center within the C-P-S zone located at the NWC of Hidden Springs Road and Clinton Keith Road (APN: 380-110-009, 010, 014, 16).

## STAFF REPORT

**RECOMMENDATION:**

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

1. Adopt a Resolution entitled:

**PC RESOLUTION NO. 2022-12**

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A MITIGATED NEGATIVE DECLARATION / MITIGATION MONITORING AND REPORTING PROGRAM (SCH# 2022020361) FOR VESTING TENTATIVE PARCEL MAP NO. 37736, CONDITIONAL USE PERMIT NO. 21-0033, VARIANCE NO. 21-0033, AND PLOT PLAN NO. 21-0033 (CLINTON KEITH MARKETPLACE) LOCATED AT THE NWC OF HIDDEN SPRINGS ROAD AND CLINTON KEITH ROAD (APN: 380-110-009, 010, 014, 16)

2. Adopt a Resolution entitled:

**PC RESOLUTION NO. 2022-13**

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING VESTING TENTATIVE PARCEL MAP NO. 37736 TO SUBDIVIDE AN 8.8 ACRE SITE INTO SEVEN (7) PARCELS, SUBJECT TO

CONDITIONS, WITHIN THE C-P-S ZONE TO ACCOMMODATE THE CLINTON KEITH MARKETPLACE RETAIL CENTER LOCATED AT THE NWC OF HIDDEN SPRINGS ROAD AND CLINTON KEITH ROAD (APN: 380-110-009, 010, 014, 16)

3. Adopt a Resolution entitled:

**PC RESOLUTION NO. 2022-14**

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILDOMAR, CALIFORNIA APPROVING SIGN VARIANCE NO. 21-0033 TO EXCEED THE MAXIMUM SIGN HEIGHT FOR TWO FREEWAY CENTER IDENTIFICATION SIGNS AS PART OF THE CLINTON KEITH MARKETPLACE SIGN PROGRAM LOCATED AT THE NWC OF HIDDEN SPRINGS ROAD AND CLINTON KEITH ROAD (APN: 380-110-009, 010, 014, 16)

4. Adopt a Resolution entitled:

**PC RESOLUTION NO. 2022-15**

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILDOMAR, CALIFORNIA APPROVING CONDITIONAL USE PERMIT NO. 21-0033 AND PLOT PLAN NO. 21-0033, SUBJECT TO CONDITIONS, TO DEVELOP A 66,173 SQUARE-FOOT MULTI-TENANT RETAIL CENTER (CLINTON KEITH MARKETPLACE) WITHIN THE C-P-S ZONE LOCATED AT THE NWC OF HIDDEN SPRINGS ROAD AND CLINTON KEITH ROAD (APN: 380-110-009, 010, 014, 16).

## PROJECT DESCRIPTION:

The Applicant (Somar Land Group, Inc., Steve Macie) is requesting Planning Commission consideration to develop the Clinton Keith Marketplace Retail Center project. The proposed project consists of the following applications for review and consideration by the Planning Commission with a recommendation to the City Council.

1) Initial Study/Mitigated Negative Declaration: - The project will require the adoption of an Initial Study/Mitigated Negative Declaration (SCH# 2022020361) and a Mitigation Monitoring and Reporting Program in accordance with Article 6, Section 15070 of CEQA.

2) Vesting Parcel Map No. 37736: - A proposed commercial parcel map to subdivide the 8.8-acre site (APN: 380-110-009, 010, 014, 16) into seven (7) parcels to accommodate the Clinton Keith Marketplace Retail Center project, subject to conditions.

3) Sign Variance No. 21-0033: A proposed sign variance to exceed the 45-foot maximum sign height to allow two (2) 65-foot tall freestanding freeway center identification signs as part of the proposed project.

4) CUP/Plot Plan No. 21-0033: A proposed Plot Plan application to develop a 66,173± square-foot commercial retail center, including landscaping and on-off-site improvements in accordance with the development standards of the C-P-S (Scenic Highway Commercial) zone, subject to conditions.

***Surrounding Land Uses:***

The project site encompasses approximately 8.8± acres and is located at the NWC of Clinton Keith Road and Hidden Springs. The project site is comprised of four (4) legal parcels zoned C-P-S (Scenic Highway Commercial) and is currently vacant. The North Ranch single family residential community is located west of the site, with vacant land to the west also. The Renaissance Plaza retail center is located southerly of the project site. The table below summarizes the current uses, land use and zoning designations related to the project site and surrounding properties. The vicinity/location map is shown on the following page.

| 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 | Commercial Retail (CR) | C-P-S (Scenic Highway Commercial) |
| **South** | Retail Center | Commercial Retail (CR) | C-P-S (Scenic Highway Commercial) |
| **East** | Retail Center | Commercial Retail (CR) | C-P-S (Scenic Highway Commercial) |
| **West** | SFR Neighborhood & Vacant | Medium Density Residential (MDR) & Commercial Retail (CR) | R-1 (One-Family Dwelling) & C-1/AC-P (General Commercial) |

## Vicinity / Location Map




**LEGEND**

PROJECT SITE

## PROJECT ANALYSIS

***CEQA/Initial Study/Mitigated Negative Declaration:***

The Planning Director in a preliminary review of the proposed project determined that there was substantial evidence that the Clinton Keith Marketplace Retail Center 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 (i.e., biological resources, cultural resources, geology/soils, air quality, and Tribal cultural resources) have been mitigated to a level of non-significance, and each of the 11 mitigation measures from these impact areas have been incorporated into the project conditions matrix (refer to Attachment B & D, Exhibit 1, respectively).

Upon completion of the draft IS/MND and in accordance with CEQA Guidelines Section 15072, the Planning Department on February 16, 2022 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 Clinton Keith Marketplace Retail Center project. In accordance with CEQA Guidelines §15073 and §15105, the draft Initial Study/Mitigated Negative Declaration was released for the required for a 30-day public review period commencing on February 16, 2022 and concluding on March 17, 2022, and which the draft IS/MND was provided to the State Clearinghouse, Responsible Agencies, City's Local Distribution list and other interested parties requesting a copy of the IS/MND. In addition, as required by the City's Local CEQA Guidelines, 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 at the Planning Department for public review.

During the 30-day public review period, the City received two (2) written comment letters commenting on the draft Initial Study/Mitigated Negative Declaration for the proposed Clinton Keith Marketplace Retail Center project. In accordance with the City's Local CEQA Guidelines, the Planning Department has prepared detailed responses to the two (2) public comment letters, and a copy of the city's responses were provided to each commenter 10 days prior to the May 18, 2022 Planning Commission meeting. In addition, a Mitigation Monitoring and Reporting Program (MMRP) was prepared in accordance with CEQA Guidelines to monitor compliance with the mitigation measures.

Staff's analysis of the findings in support of the adoption of the MND/MMRP is provided in PC Resolution No. 2022-12. 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.

*AB 52 Compliance - Tribal Consultation:*

AB 52 requires the lead agency to contact all culturally affiliated tribes that could be affected by a project within 14 days of receiving a development application. The Clinton Keith Marketplace Retail Center project was formally received February 22, 2021. In accordance with state law, tribal consultation letters were sent to four (4) local Indian tribes (i.e., Morongo, Soboba, Pechanga & Rincon) on March 16, 2021. Within the prescribed 30-day deadline, the city received two (2) consultation request letters from the Morongo and Rincon tribes. The city as the lead agency has an additional 30 days to set up consultation meetings with the responding tribes. Staff met via a conference call with the Morongo tribe on March 23, 2021 and with the Rincon tribe on March 25, 2021.

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.

The City has complied with the notification and procedural requirements under AB 52. The AB 52 consultation documentation is provided within the IS/MND (refer to Attachment A, Exhibit 1 - 4). Based on our AB 52 consultation process, the city and tribes agreed to five (5) cultural mitigation measures to be imposed on the project (refer to Planning conditions 43 - 47, Attachment D, Exhibit 1). These measures will 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 discovered during the construction phases. Thus, the proposed Clinton Keith Marketplace Retail Center project will not result in any significant impacts to cultural resources and/or tribal cultural resources, thereby, complying with AB 52.

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.” Since the city and tribes have agreed to mitigation measures, the AB 52 consultation process was concluded.

Based on the analysis above and compliance with CEQA Guidelines, the Planning Department is recommending the Planning Commission adopt PC Resolution No. 2022-12 (Attachment A) adopting the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program. This resolution also includes the required IS/MND findings supporting staff’s recommendation, as well as the findings. The IS/MND, Technical Studies, Response to Comments and MMRP is provided for Commission consideration (Attachment A, Ex. 1-4).

***Vesting Tentative Parcel Map No. 37736:***

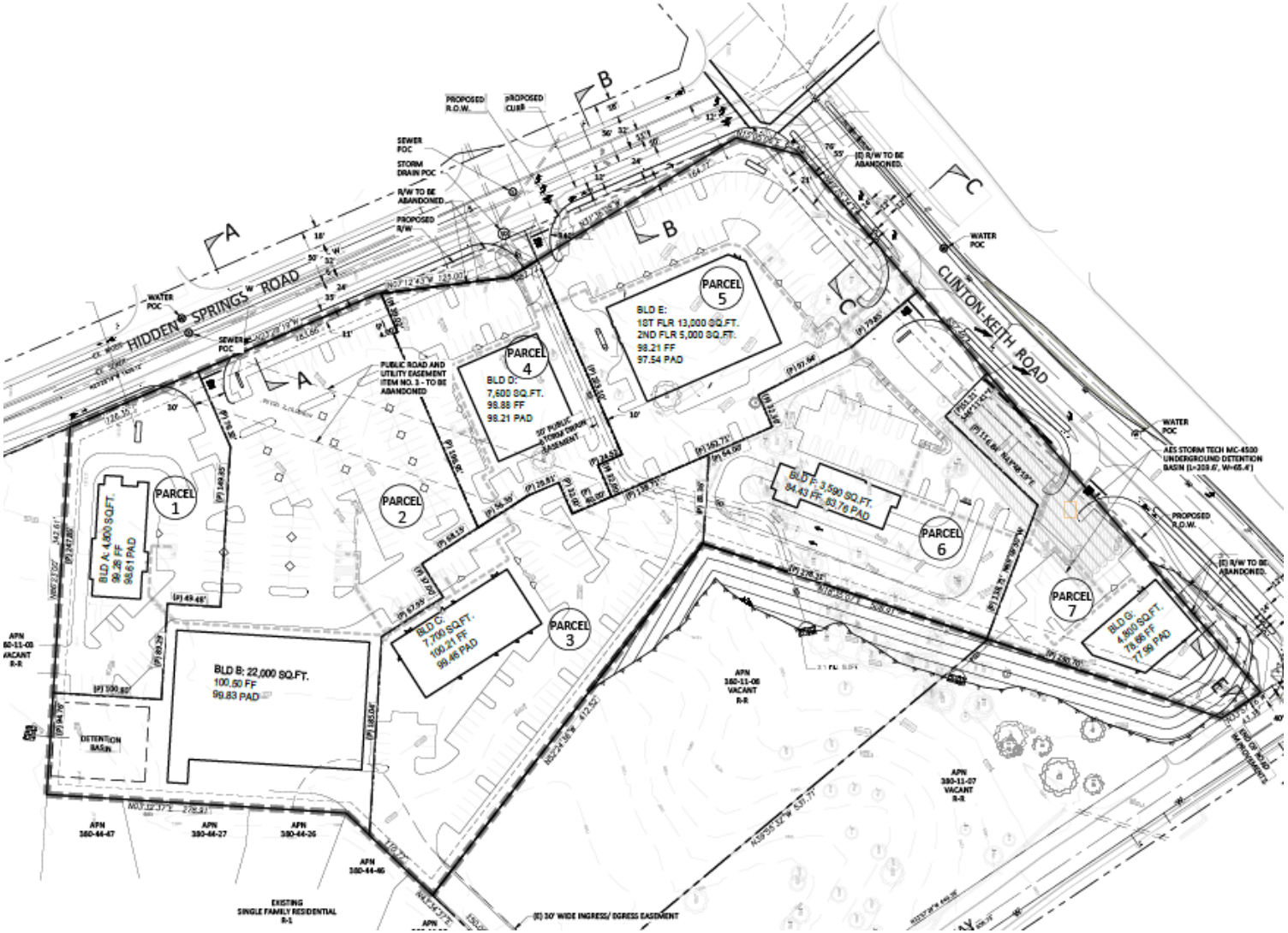
The Applicant has proposed a vesting tentative parcel map to subdivide the 8.8-acre site into seven (7) parcels to accommodate the future sale of individual lots. This is a common practice for retail centers, and each parcel has been designed to allow one building on each parcel. The vesting tentative parcel map is typically subject to the lot area requirements of the applicable zone; however, the C-P-S zone does not have a minimum lot size requirement. Thus, the seven parcels do meet the lot area standard.

In accordance with Government Code §66473.1, §66473.5 and §66474, and Title 16 (Subdivisions) of the Wildomar Municipal Code, the Planning Commission must make six (6) findings to approve VTPM No. 37736. The required findings to support VTPM No. 37736 are discussed/provided in PC Resolution No. 2022-13 (Attachment B).

The summary table below reflects the breakdown of the proposed lots, and a reduced copy of the parcel map is provided below as well.

| Lot/Parcel Number | Proposed Use | Parcel/Lot Size (Ac.) | Minimum Standard | Meets Code Standards |
|---|---|---|---|---|
| 1 | Drive-Thru Restaurant | 0.85 ac. | 0.00 ac. | Yes |
| 2 | Grocery Store | 2.30 ac. | 0.00 ac. | Yes |
| 3 | Multi-Tenant Retail | 1.46 ac | 0.00 ac. | Yes |
| 4 | Auto Parts Store | 0.75 ac. | 0.00 ac. | Yes |
| 5 | Pharmacy/Office | 1.48 ac. | 0.00 ac. | Yes |
| 6 | Express Car Wash | 1.33 ac. | 0.00 ac. | Yes |
| 7 | Retail | 0.74 ac. | 0.00 ac. | Yes |

## Vesting Tentative Parcel Map No. 37736 Exhibit



***Clinton Keith Marketplace Sign Program Analysis:***

The applicant has submitted a master sign program for the proposed retail center for Planning Commission Consideration. The sign program meets all code requirements in Chapter 17.252 (Signs) of the WMC with the exception of sign height for the two (2) proposed pylon signs for which a Variance is being requested to allow a 65-foot tall signs (see discussion below). The sign program is provided for Commission consideration in Attachment G. Staff's recommendation for approval of the sign program is included in PC Resolution No. 2022-15 (Attachment D).

***Sign Height Variance No. 21-0033 (Sign Height):***

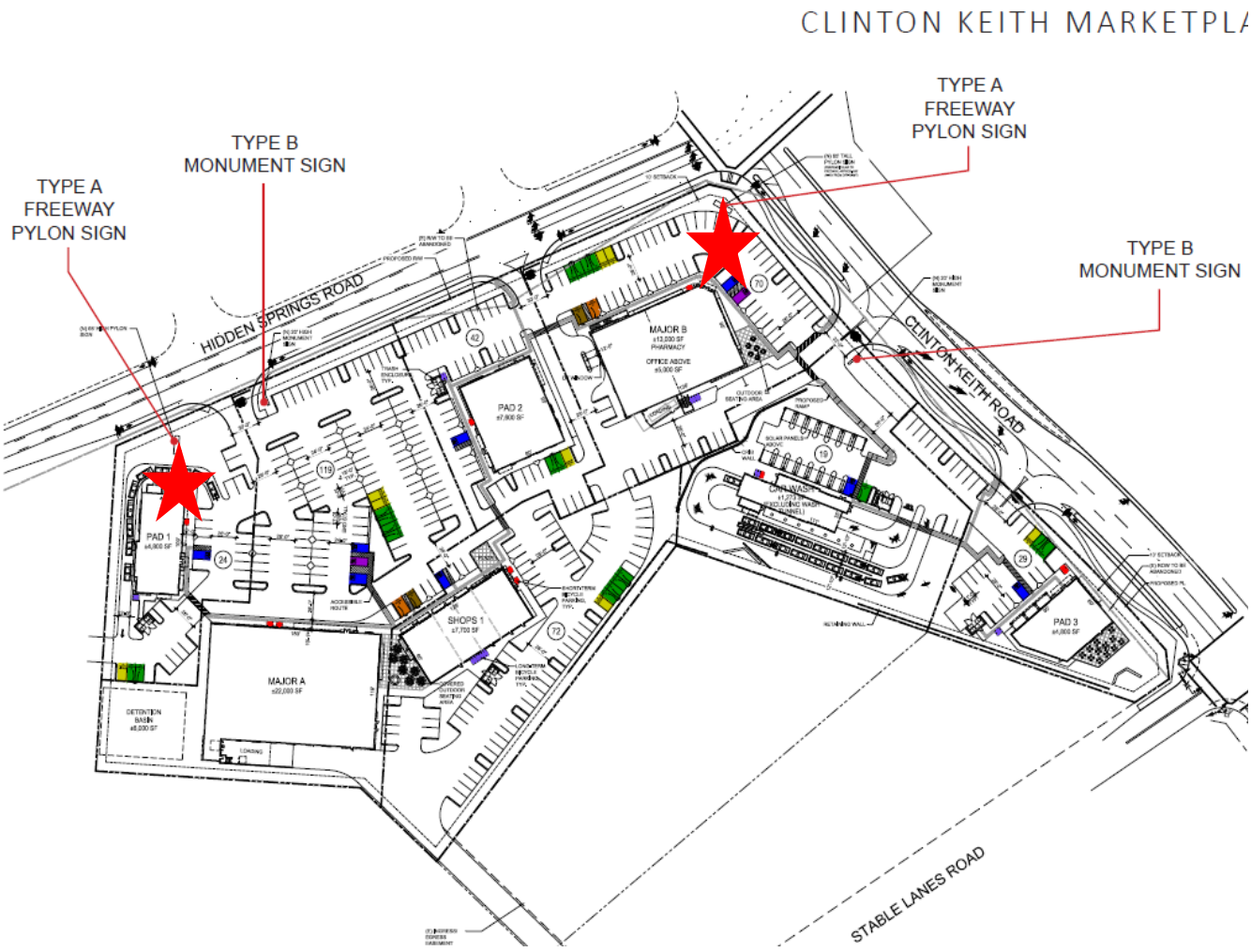
In accordance with Section 17.252 of the Wildomar Municipal Code (WMC), the proposed project may have two (2) 45-foot tall (per Section 17.252.040.A.1 of the WMC) freestanding center identification signs provided the project is located within 660 feet (signs are 420' to 470' from the freeway) of the I-15 freeway and located on two street frontages (i.e., Clinton Keith Road & Hidden Springs Road). The applicant is proposing two (2) 65-foot-tall freestanding center identification signs on Clinton Keith Road (at the corner) & Hidden Springs Road. Since the proposed sign exceeds the maximum sign height, a Variance is required as outlined in Section 17.252.040.A.1.a of the WMC.

The additional sign height is being requested because the grade elevation of the project site is about 20 feet lower than that of the I-15 freeway making it difficult to see the signs from the freeway; thereby, creating a hardship for this particular site. Further, the site has unique topographical features/constraints not experienced by other retail centers. Staff is supporting sign height variance for these reasons., and that the height will help achieve maximum visibility. Furthermore, two of the adjacent retail centers across (Wildomar square & Bear Creek Village) both have 65-foot tall freeway signs.

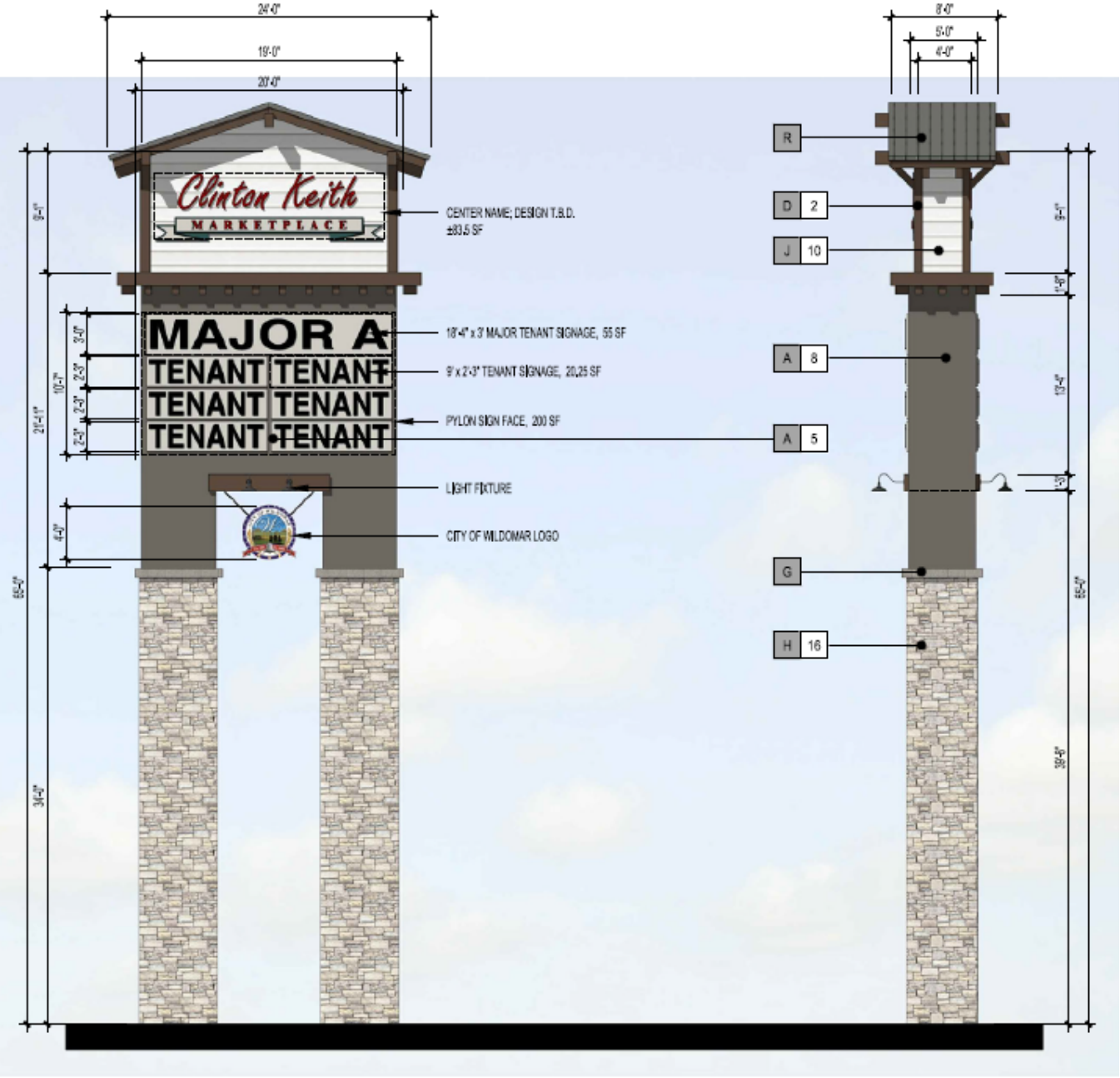
The planning department is recommending the Planning Commission approve the proposed Variance for sign height. In accordance with Chapter 17.196 of the Wildomar Zoning Ordinance, the Planning Commission must make four (4) findings to approve a Variance application. The required findings to support Variance No. 21-0033 are discussed/provided in PC Resolution No. 2022-14 (Attachment C).

An exhibit of the proposed signs and location is provided below and on the following page. The complete sign program package is provided in Attachment G. Staff's analysis of the findings in support of the Variance is provided in PC Resolution No. 2022-14 (Attachment C).

## Proposed Freestanding Sign Location Exhibit



## Proposed 65-Foot Freestanding Sign Elevation Exhibit




FRONT ELEVATION SIDE ELEVATION

TOTAL SIGN AREA: 200 SF, EACH SIDE

***Conditional Use Permit No. 21-0033 Analysis:***

The Applicant is requesting approval of a CUP to establish a 1,273 square-foot express drive-thru car wash which will include multiple individual vacuum stalls with covers that include solar panels on top. This car wash will be an independent operation, and not ancillary to a gas station. The proposed hours of operation are 7 am to 10 pm. As such, the car wash is proposed to be designed to meet our commercial design guidelines and employ the latest recycle, water re-use and solar energy systems available. In accordance with Section 17.76.010 of the Wildomar Municipal Code, a CUP is required for car washes.

Pursuant to Chapter 17.200 (Conditional Use Permits) of the Wildomar Municipal Code, the Planning Commission must make three (3) findings to approve the CUP. The required findings to support CUP No. 21-0033 are discussed/provided in PC Resolution No. 2022-15 (Attachment D).

***Plot Plan No. 21-0033 Analysis:***

In accordance with Section 17.76 (C-P-S) of the Wildomar Municipal Code (WMC), the Clinton Keith Marketplace Retail Center project is a permitted use subject to the approval of a Plot Plan (Section 17.216, WMC). The Plot Plan (i.e., development plans package) serves as the permit to develop the proposed 66,173 square-foot retail center with seven (7) buildings. The project site is about 8.8 acres± and includes seven separate buildings. No specific users have been identified for this retail project as of the writing of this report. As noted in Section 17.76 of the WMC, the users noted below fall within the general category of commercial and retail uses.

| Building Number | Proposed Tenant User | Building Size (s.f.) |
|---|---|---|
| 1 | Drive-Thru Restaurant | 4,800 s.f. |
| 2 | Grocery Store | 22,000 s.f. |
| 3 | Multi-Tenant Retail | 7,700 s.f. (up to 4 “suites”) |
| 4 | Auto Parts Store | 7,600 s.f. |
| 5 | Pharmacy/Office | 13,000 s.f. Pharmacy<br>5,000 s.f. Office (2nd floor) |
| 6 | Express Car Wash | 1,273 s.f. |
| 7 | Retail | 4,800 s.f. |
| **Total Building Size** | | **66,173 s.f.** |

*Buffering/Noise:*

With respect to the existing residences located west of the project site, the project is designed so that the majority of the buildings are located closer to Clinton Keith Road and Hidden Springs Road, and away from the adjacent residences. There is a 60-foot

separation between the nearest residential structure and Building 2 that will contain dense on-site landscaping to buffer activity. In addition, all roof mounted equipment is conditioned to be screened, as well as truck deliveries are restricted to the hours of 7 am and 8 pm (Planning Condition No. 17) to help reduce noise.

*Site Plan/Building Layout:*
The site plan has been designed to meet the development standards of the C-P-S zone in accordance with Section 17.76 of the WMC. Staff has analyzed the proposed project site plan to ensure compliance with the development standards related to setbacks, building height, and parking. The table on the following page outlines these details and whether each development standard has been met.

**C-P-S Zone Development Standards Table**

| Development Standards | Minimum Dev. Standard | Proposed Project | Meets Requirements |
|---|---|---|---|
| Minimum Lot Area | No minimum standard | 8.8+ acres | Yes |
| Building Height | 50 feet (maximum) | 38 feet (tallest point – Bld. #5) | Yes |
| Required Setbacks | | | |
| Front Yard Street Setbacks (CKR & Hidden Springs) | 0-foot setback distance for buildings less than 35 feet in height. | • Bld. #1 = 50' along Hidden Springs. | Yes |
| | | • Bld. #4 = 80' along Hidden Springs. | Yes |
| | | • Bld. #5 =85' along Hidden Springs and 70' along CKR. | Yes |
| | | • Bld. #6 = 100' along CKR. | Yes |
| | | • Bld. #7 = 15' along CKR. | |
| Side Yard Setback (north property line) | 0-foot setback distance for buildings less than 35 feet in height. | • Bld. #1 = 15' along north property line. | Yes |
| | | • Bld. #2 = 110' along north property line. | Yes |
| Rear Yard Setback (west property line) | 0-foot setback distance for buildings less than 35 feet in height. | • Bld. #1 = 190' along west property line. | Yes |
| | | • Bld. #2 = 20' along west property line. | Yes |
| | | • Bld. #3 = 35' to 65' along west property line. | Yes |
| | | • Bld. #6 = 50' along west property line. | Yes |

| | | | |
|---|---|---|---|
| | | • Bld. #6 = 10' along west property line. | Yes |

*Off-Street Parking:*

The proposed retail project must also comply with the parking and landscaping standards outlined in Section 17.188 of the WMC. The retail project has seven buildings ranging in size from 1,273 to 22,000 square feet (as noted above) with a total size of 66,173 square feet. As of the project was submitted 10 months before the adoption of Ordinance No. 204 which now requires 6 spaces/1,000 square feet parking standard, the retail is being parked at the former parking standard of 5.5 parking spaces per 1,000 square feet of building use. Thus, the total required parking for the neighborhood retail project is 364 spaces. The Applicant has designed the site plan to provide for 375 parking spaces; thus, the parking requirement has been met. This amount includes all required handicap/accessible stalls. Each parking stall has also been designed to meet the minimum stall dimensions, including drive aisles and back-up areas. Since the Applicant intends to subdivide the site into 7 parcels, a reciprocal access and parking agreement must be recorded concurrently with the final parcel map (Planning Condition No. 21). This ensures that visitors and park wherever they want on the site, and that access between the parcels can be achieved. The table on the following page summarizes compliance with the required parking standards.

**Parking/Landscaping Standards Table (17.188)**

| Parking Standards | Minimum Parking Requirement Standard | Proposed Project | Meets/Exceeds Requirements |
|---|---|---|---|
| Commercial Retail Buildings (26,204 s.f.) | 5.5 spaces / 1,000 s.f. = 364 spaces | 375 spaces | Yes |
| Parking Stall Size (open) | 9' x 18'<br>11' x 18' (end stalls) | 9' x 18'<br>11' x 18' (end stalls) | Yes<br>Yes |
| On-site Drive Aisles | 24 feet | 25 – 30 feet minimum | Yes |
| Open Parking Area Shading | 50% | 50% | Yes |
| Interior Parking Area Landscaping | 11% | 20% | Yes |

*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 conceptual 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.

*On-Site Vehicular Circulation and Access:*
The primary vehicular access for visitors and employees will occur from Clinton Keith Road with secondary access (right-in & right-out) being provided on Hidden Springs Road. The site has also been conditioned to construct public improvements along both Hidden Springs and Clinton Keith Road. These improvements will provide safe pedestrian and vehicular circulation for the project, including emergency vehicle access. Refer to the Public Works conditions for specific detail on these public improvements (Attachment D, Exhibit 1).

*Proposed Grading:*
Based on review of the preliminary grading and site design, and the environmental analysis, the proposed grading plan is in compliance with city grading policies.

*Proposed Architecture:*
The architectural theme for the commercial retail center can be characterized as "Farm Chic" which is allowed and encouraged in the city's Commercial Design Standards and Guidelines. Farm Chic, or Modern Farmhouse, is a contemporary interpretation of traditional rural forms adapted to a commercial setting. This style reflects Wildomar's agricultural and ranching history and regional context. As indicated in the accompanying precedent images and illustrative diagram, the style utilizes elements of recognizable farm and ranch forms such as barns, sheds, silos, tank houses and granary towers. Common materials such as metal, wood and stone are utilized. Board and batten siding and corrugated metal panels are used to give texture and variation to exterior walls. Roofs are typically medium to high-pitched. Large openings are patterned after the functional design of typical agricultural buildings.

Staff has provided reduced size exhibits of the architectural elevations on the following pages. The full size plans are provided in Attachment F.

*Conclusion:*
The Planning Commission has the authority to review the proposed plot plan. Staff's analysis of the findings in support of the plot plan is provided in the attached PC Resolutions (Attachment A-D). Based on review of the proposed site plan, grading plan, landscaping plan and architectural elevations, the Planning Department has determined that the Clinton Keith Marketplace Retail Center project does meet and exceed all applicable development standards. The project as proposed and conditioned is also consistent with the General Plan land use category of CR. 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.

In accordance with Chapter 17.216 of the Wildomar Municipal Code (Title 17), the Planning Commission must make five (5) findings to approve Plot Plan No. 21-0033. The required findings to support he Plot Plan are discussed/provided in PC Resolution No. 2022-15 (Attachment D).

Project development plans and sign program are provided for Commission review in Attachments F & G of the staff report packet. The following exhibits provide a snap-shot illustration of each.

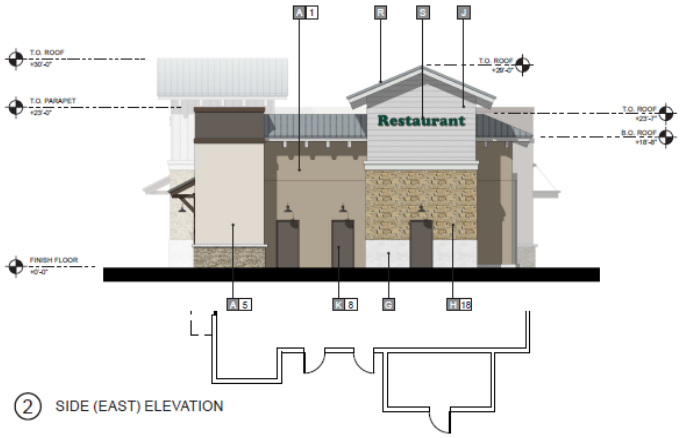
## Site Plan / Landscape Plan Exhibit



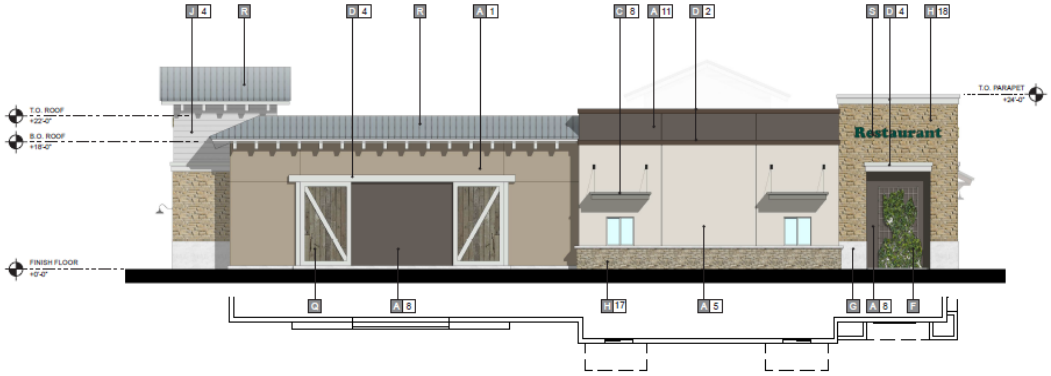
# Proposed Drive-Thru Restaurant (Building 1) Elevation Exhibits




1 FRONT (SOUTH) ELEVATION




2 SIDE (EAST) ELEVATION

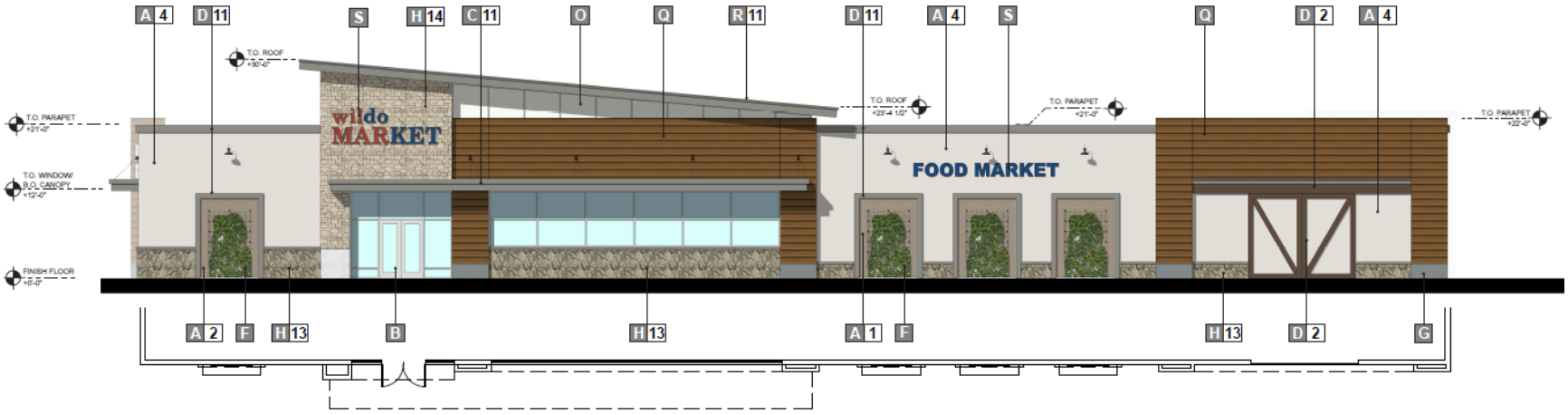



3 REAR (NORTH) ELEVATION

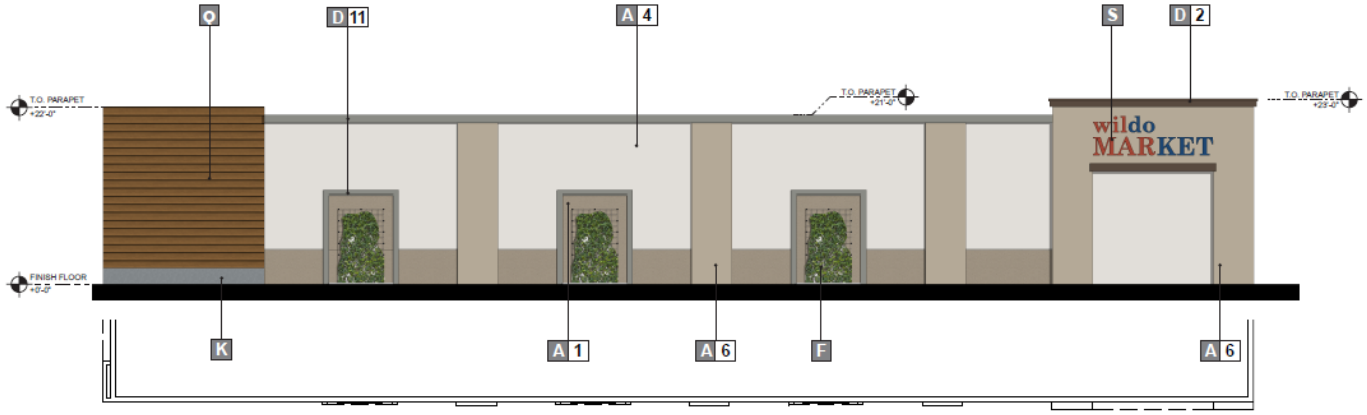



4 SIDE (WEST) ELEVATION

## Proposed Grocery Store (Building 2) Elevation Exhibits

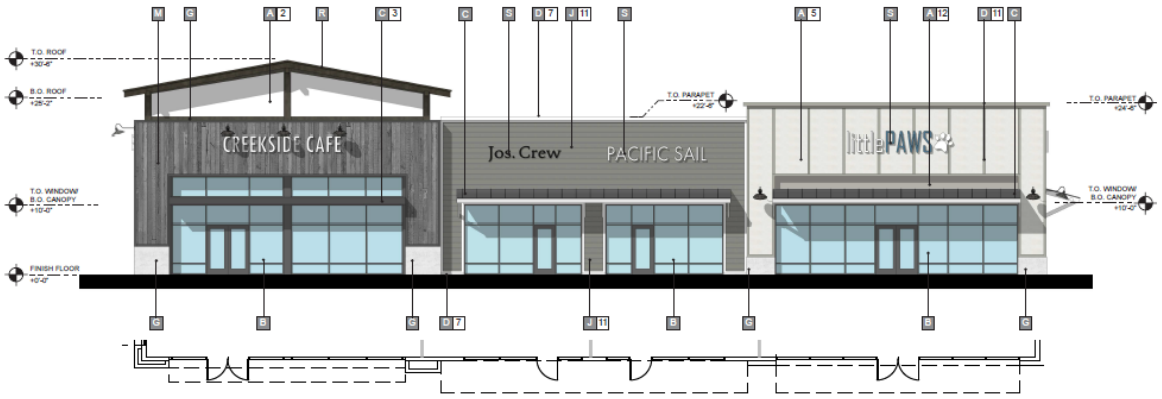



1 MAIN ENTRY (EAST) ELEVATION

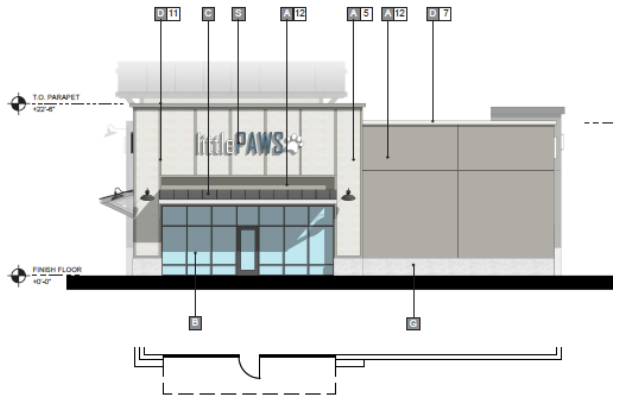



2 SIDE (NORTH) ELEVATION

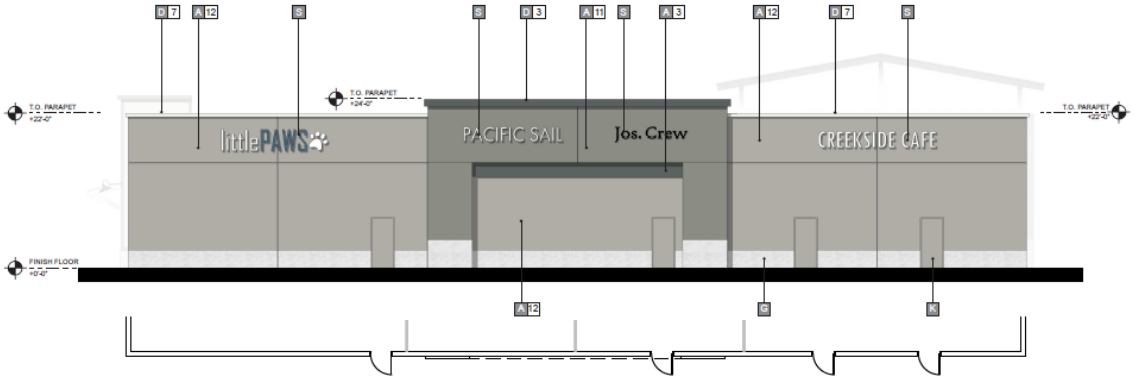
## Proposed Multi-Tenant Retail (Building 3) Elevation Exhibits



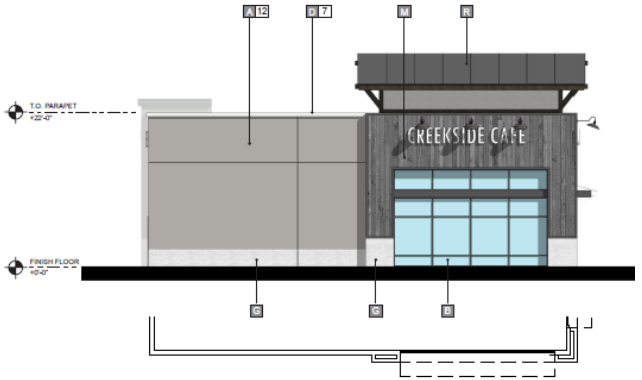

1 FRONT (NORTHEAST) ELEVATION




2 SIDE (NORTHWEST) ELEVATION

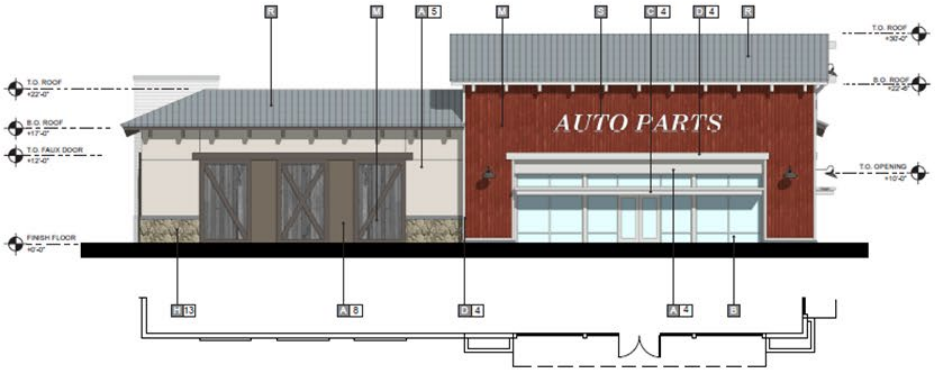



3 REAR (SOUTHWEST) ELEVATION




4 SIDE (SOUTHEAST) ELEVATION

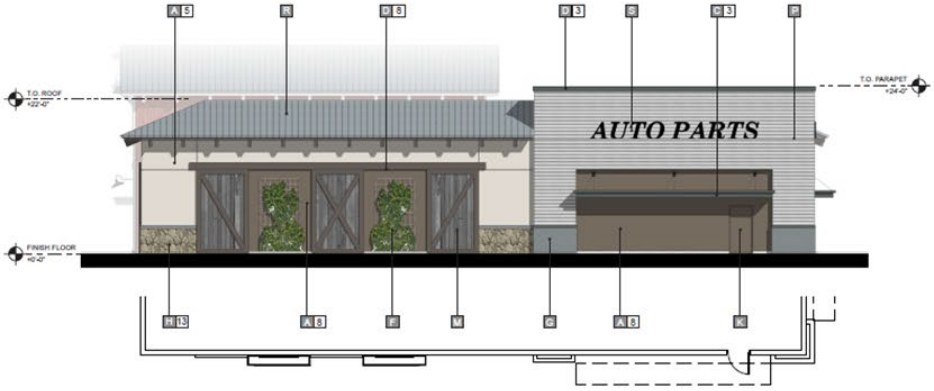
## Proposed Auto Parts Store (Building 4) Elevation Exhibits



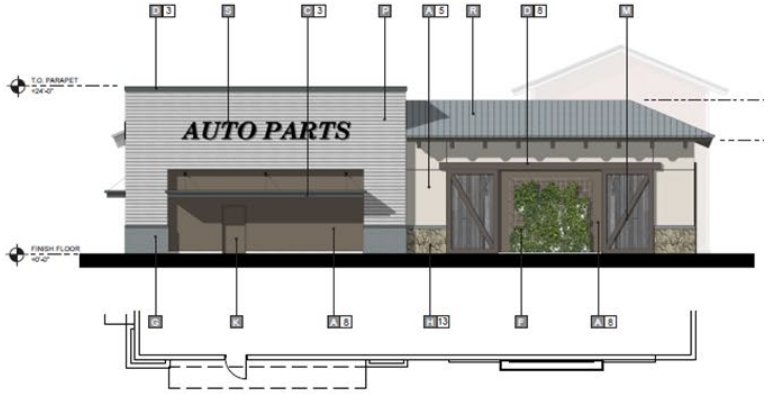

1 FRONT (NORTHWEST) ELEVATION



2 SIDE (SOUTHWEST) ELEVATION

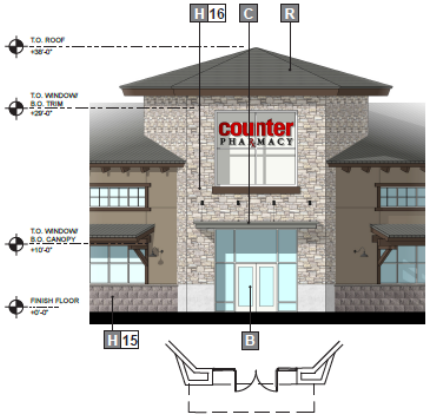



3 REAR (SOUTHEAST) ELEVATION

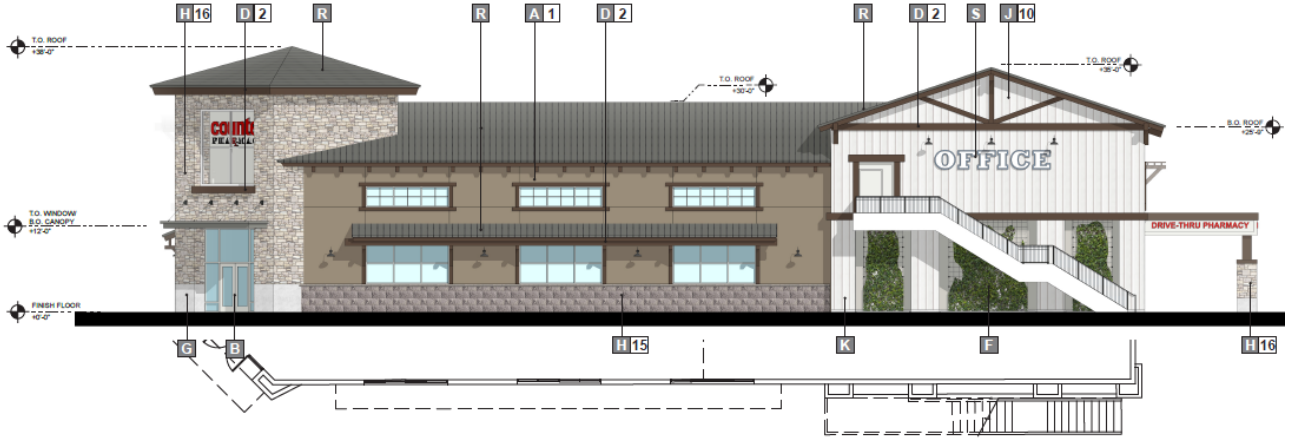



4 SIDE (NORTHEAST) ELEVATION

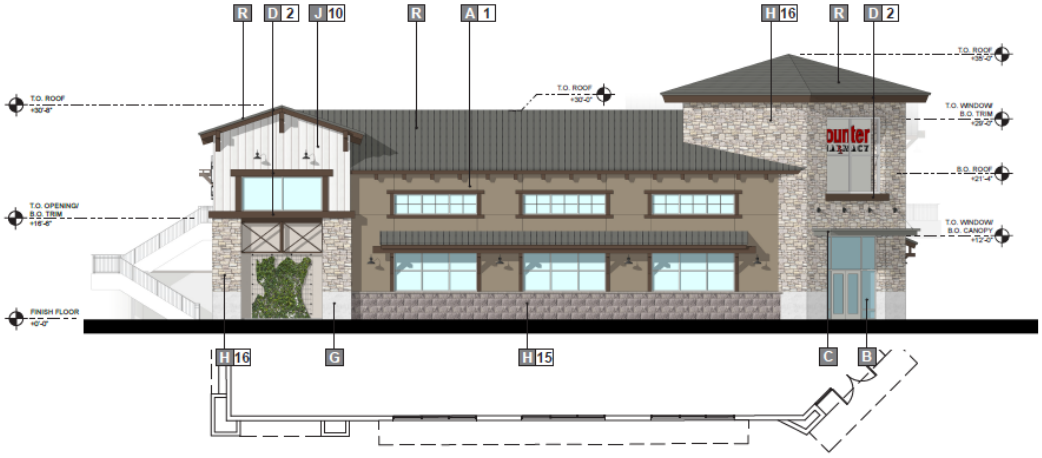
## Proposed Pharmacy/Office (Building 5) Elevation Exhibits




1 MAIN ENTRANCE (EAST) ELEVATION



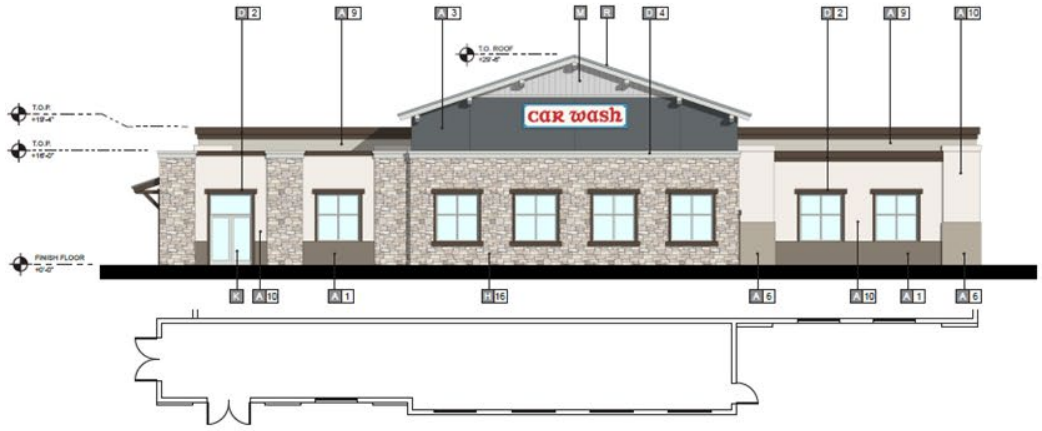

2 FRONT (NORTHEAST) ELEVATION



3 SIDE (SOUTHEAST) ELEVATION



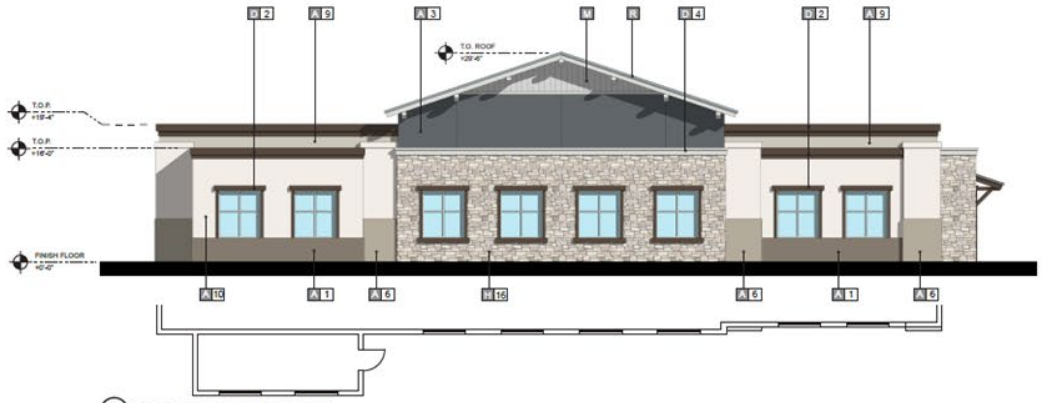
## Proposed Express Car Wash (Building 6) Elevation Exhibits



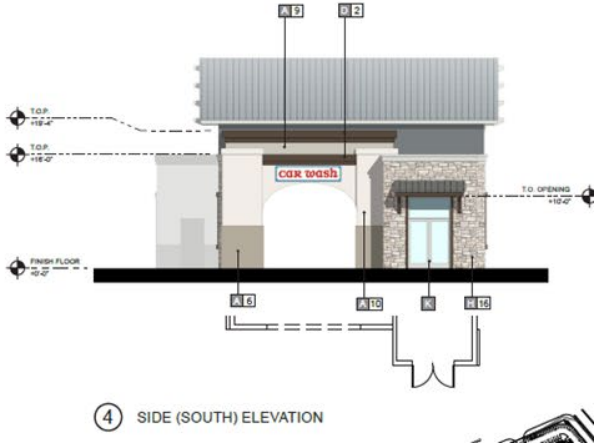

1 FRONT (EAST) ELEVATION




2 SIDE (NORTH) ELEVATION

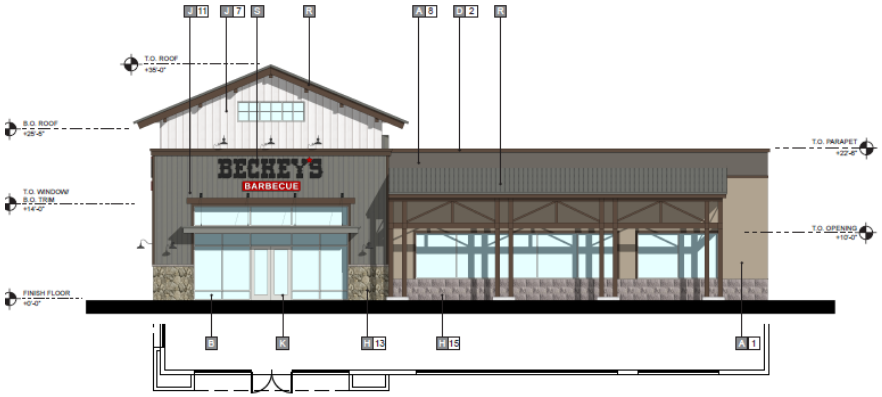


3 REAR (WEST) ELEVATION

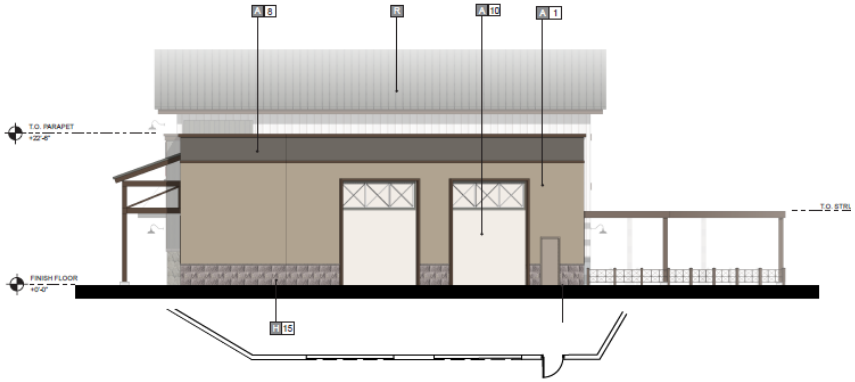



4 SIDE (SOUTH) ELEVATION

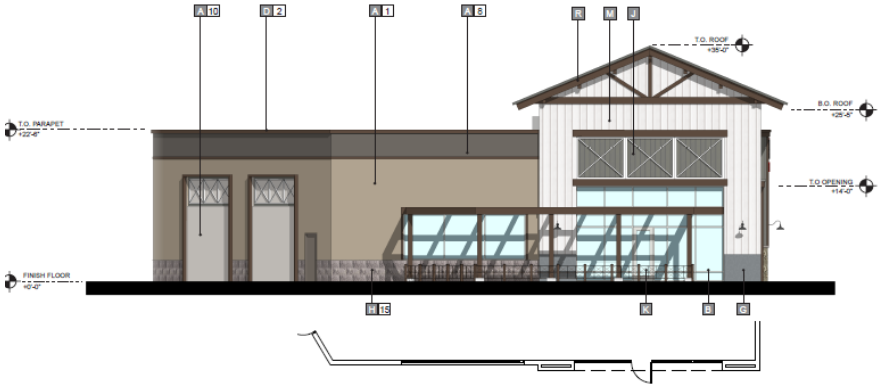
# Proposed Retail (Building 7) Elevation Exhibits




1 FRONT (NORTHEAST) ELEVATION



2 SIDE (NORTHWEST) ELEVATION



3 REAR (SOUTHWEST) ELEVATION




4 SIDE (SOUTHEAST) ELEVATION

**FISCAL IMPACTS:**

The Clinton Keith Marketplace Retail Center project will not have a fiscal impact on the city's general fund. In accordance with the Development Impact Fee (DIF) ordinance adopted by the City Council, along with the required regional impact fees (i.e., TUMF, MSHCP, LEUSD, etc.), this project is required to pay approximately $1,478,000. These fees are paid typically prior to the issuance of building permits some of which may be reimbursed if eligible. In addition, the project is conditioned to be annexed into the city-wide CFD 2013-1 which will pay its fair share of park maintenance fees through the CFD services. The CFD revenue will be determined and finalized based on final plans and the level of maintenance required. Lastly, the property will pay its Measure Z parcel tax of $28/parcel/year (total $196/year).

**PUBLIC NOTICING:**

In accordance with Government Code Section 65854 and Chapter 17.216 of the Wildomar Municipal Code, the Planning Department on May 4, 2022 mailed a public hearing notice to all property owners within a 600-foot radius of the project boundaries notifying said property owners of the May 18, 2022 public hearing for the Clinton Keith Marketplace project that would be considered by the Planning Commission. In accordance with Ordinance No. 135, the Planning Department on May 6, 2022 posted two (2) public hearing notice "sign boards" along the Clinton Keith Road and Hidden Springs Road street frontage notifying the general public of the May 18, 2022 public hearing for the Clinton Keith Marketplace project that would be considered by the Planning Commission. In accordance with Section 17.04.050 of the Wildomar Municipal Code, the Planning Department on May 6, 2022 published a legal notice in the "Press Enterprise", a local newspaper of general circulation notifying the general public of the May 18, 2022 public hearing for the Clinton Keith Marketplace project that would be considered by the Planning Commission.

Respectfully Submitted,
Matthew C. Bassi
Planning Director

Reviewed By,
Erica L. Vega
Assistant City Attorney

**ATTACHMENTS:**

A. PC Resolution No. 2022-12 – IS/MND Resolution
   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)
B. PC Resolution No. 2022-13 – VTPM No. 37736 Resolution
   Exhibit 1 - Conditions of Approval
C. PC Resolution No. 2022-14 – Variance 21-0033 Resolution
D. PC Resolution No. 2022-15 – CUP/Plot Plan 21-0033 Resolution
   Exhibit 1 - Conditions of Approval
E. Tentative Parcel Map 37736 Exhibit
F. Clinton Keith Marketplace Development Plans Packet
G. Clinton Keith Marketplace Master Sign Program
H. Don Saunders Comment Email 3/17/22

**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)

**CONDITIONALLY APPROVED**

- ☐ BY THE PLANNING DEPARTMENT
- ☐ BY THE PLANNING DIRECTOR
- ☒ BY THE PLANNING COMMISSION
- ☐ BY THE CITY COUNCIL

FOR THE CITY OF WILDOMAR ON 05/18/22

APPLICATION NOS. PA 21-0033

PLANNER Matthew Bassi

SIGNATURE Matthew Bassi

# INITIAL STUDY &

# MITIGATED NEGATIVE DECLARATION

## Clinton Keith Marketplace Retail Project

## (Planning Application No. 21-0033)

**Lead Agency:**

City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

**Prepared by:**

Albert A. Webb Associates
3788 McCray St.
Riverside, CA 92506

February 2022

**NOTICE OF AVAILABILITY FOR PUBLIC REVIEW OF AN INITIAL STUDY/MITIGATED NEGATIVE DECLARATION FOR THE CLINTON KEITH MARKETPLACE RETAIL PROJECT**

An Initial Study/Mitigated Negative Declaration (MND) has been prepared by the City of Wildomar for the proposed Clinton Keith Marketplace Retail Project (PA No. 21-0033). The IS/MND and technical appendices will be available for public review/comment beginning on **Wednesday, February 16, 2022**. All files can be downloaded from the City of Wildomar Environmental Documents Center webpage at the following web address http://www.cityofwildomar.org/cms/One.aspx?portalId=9894827&pageId=10911316.

The project site is located at the northeast corner of Hidden Springs Road and Clinton Keith Road extending westward to Stables Lanes Road and encompasses Assessor's Parcel Numbers: 380-110-004, -009, -010, -014, and -016. The proposed project consists of a commercial retail center located on approximately 8,948 acres to build a 66,173-square-foot multi-tenant retail center. Access to the site would occur at two locations on Hidden Springs Road and two locations on Clinton Keith Road. The proposed project includes the following applications for consideration by the Wildomar Planning Commission:

- **CEQA/Mitigated Negative Declaration:** The Planning Department will act as the Lead Agency and has determined that the project will require preparation and approval of an MND in accordance with Section 15070 of CEQA.
- **Vesting Tentative Parcel Map (TPM No. 37736):** The Project requires a subdivision of approximately 8.94 acres into seven (7) parcels to accommodate the proposed Project. The Parcel Map is proposed as a "Vesting Parcel Map' as permitted under Chapter 16.12.090 of the WMC and Subdivision Map Act.
- **Conditional Use Permit (CUP) No. 21-0033**: The Project requires approval of a Conditional Use Permit under the current zoning of C-P-S (Scenic Highway Commercial) to establish a 1,273 square-foot self-serve car wash facility. Development of the car wash requires compliance with the city's commercial design standards and guidelines.
- **Variance (VAR) No. 21-0033:** The project requires a variance to construct two (2) 65-foot tall freeway signs that are 609 square feet per sign face on Clinton Keith and Hidden Springs (i.e., sign height and sign area) since the maximum height for a freeway identification sign is 45-feet and maximum sign area is 150 square feet per sign face.
- **Plot Plan (PP):** The project will require approval of Plot Plan to develop the 8.8-acre site into 66,173 square-foot multi-tenant retail center with related on-site and off-site amenities and improvements consisting of the following:
    - a 22,000 square-foot grocery store (Major A);
    - an 18,000 square-foot building that includes a 13,000 square-foot pharmacy (1st floor) and a 5,000 square-foot office on the 2nd floor (Major B);
    - a 7,700 square-foot building with multi-retail building (Shops 1);
    - a 4,800 square-foot fast-food/drive through restaurant (Pad 1);
    - a 7,600 square-foot automotive retail store (Pad 2);
    - a 4,800 square-foot building for a future cannabis retail use (Pad 3); and
    - a 1,273 square-foot express car wash building.

The IS/MND identifies impacts that require mitigation in the following topic areas: Air Quality, Biological Resources, Cultural Resources, Geology and Soils, and Tribal Cultural Resources. Significant and unavoidable impacts and cumulatively considerable impacts have not been identified in any of the environmental issue areas. The project is not located on any hazardous materials sites enumerated under Section 65962.5 of the California Government Code. In accordance with Sections 15072(a) and (b) of the CEQA Guidelines, this public notice is posted to officially notify the public, public agencies, and responsible and trustee agencies that the required 30-day public review/comment period will commence on **Wednesday, February 16, 2022, and conclude on Thursday, March 17, 2022.** Any written comments (via email or letter) on the IS/MND must be submitted no later than 5 p.m. on March 17, 2022. Written comments may be mailed to Matthew C. Bassi, Planning Director, City of Wildomar Planning Department, 23873 Clinton Keith Road, Suite 201, Wildomar, CA 92595. Email comments can be sent to mbassi@cityofwildomar.org. The Planning Commission is tentatively scheduled to review the IS/MND and proposed development project at their special meeting of April 20, 2022.

Posted: February 16, 2022

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## INTRODUCTION AND PROJECT DESCRIPTION

### Purpose and Project Overview

The City of Wildomar has prepared an Initial Study/Mitigated Negative Declaration (IS/MND) for the Clinton Keith Marketplace Retail Center Project (PA No. 21-0033). The IS/MND and Technical Studies will be available for public review/comment beginning on February 9, 2022 with a deadline to submit written comments no later than March 10, 2022. All IS/MND files and Appendices can be downloaded from the City of Wildomar Environmental Documents Center webpage at https://www.cityofwildomar.org/cms/One.aspx?portalId=9894827&pageId=10911316. A printed/hard copy of the IS/MND document will also be available for public review at the City of Wildomar Planning Department located at 23873 Clinton Keith Road, Suite 110, Wildomar, CA 92595 during regular business hours (8 a.m.–5 p.m., Monday through Thursday; closed Fridays).

The Project site is located at the northwest corner of Hidden Springs Road and Clinton Keith Road extending westward to Stable Lanes Road in the City of Wildomar, California on approximately 8.948 acres. The Assessor's Parcel Numbers (APN's) for the Project site are 380-110-004, -009, -010, -014, and -016.

The Project includes the following actions by the City of Wildomar Planning Commission, including adoption of the Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP):

- **Vesting Tentative Parcel Map (TPM No. 37736):** The Project requires a subdivision of approximately 8.948 acres into seven (7) parcels to accommodate the proposed Project. The Parcel Map is proposed as a "Vesting Parcel Map' as permitted under Chapter 16.12.090 of the WMC and Subdivision Map Act.
- **Conditional Use Permit (CUP) No. 21-0033**: The Project requires approval of a Conditional Use Permit under the current zoning of C-P-S (Scenic Highway Commercial) to establish a 1,273 square-foot self-serve car wash facility. Development of the car wash requires compliance with the city's commercial design standards and guidelines.
- **Variance (VAR) No. 21-0033:** The project requires a variance to construct two (2) 65-foot tall freeway signs that are 609 square feet per sign face on Clinton Keith and Hidden Springs (i.e., sign height and sign area) since the maximum height for a freeway identification sign is 45-feet and maximum sign area is 150 square feet per sign face.
- **Plot Plan (PP):** The project will require approval of Plot Plan to develop the 8.948-acre site into 66,173 square-foot multi-tenant retail center with related on-site and off-site amenities and improvements consisting of the following:
    - a 22,000 square-foot grocery store (Major A);
    - an 18,000 square-foot building that includes a 13,000 square-foot pharmacy (1st floor) and a 5,000 square-foot office on the 2nd floor (Major B);
    - a 7,700 square-foot building with multi-retail building (Shops 1);
    - a 4,800 square-foot fast-food/drive through restaurant (Pad 1);
    - a 7,600 square-foot automotive retail store (Pad 2);
    - a 4,800 square-foot building for a future cannabis retail use (Pad 3); and
    - a 1,273 square-foot express car wash building.

Development of the entire retail center requires compliance with the city's commercial design standards and guidelines.

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 impacts to a level at or below "significance with mitigation incorporated".

## I. EXISTING CONDITIONS

**Project Site**

Project Location

The Project site is located at the northwest corner of Hidden Springs Road and Clinton Keith Road extending westward to Stable Lanes Road in the City of Wildomar, California on approximately 8.8 acres. The Project Site is comprised of Assessor's Parcel Numbers (APN's) 380-110-004 -009, -010, -014, and -016 as reflected in **Figure 1, Vicinity Map** and **Figure 2, Aerial Map**. Road rights of way on Stable Lanes Road, Hidden Springs Road and Clinton Keith Road and is located in Section 1, Township 7 South, Range 4 West, of the San Bernardino Baseline and Meridian, identified on the Wildomar/Murrieta, California USGS 7.5 Quadrangle Map as reflected in **Figure 3, USGS Map**.

Surrounding Area

The properties surrounding and immediately adjacent to the Project site are zoned R-R (Rural Residential) to the north; R-1 (One Family Dwelling) and C-1/C-P (General Commercial) to the west; and C-P-S (Scenic Highway Commercial) to the east, southeast, and south. The Project site is currently zoned C-P-S (Scenic Highway Commercial) as reflected in **Figure 4, Zoning Districts**. The Project is planned for a commercial retail center that would include the following uses:

- Market
- Drug Store/Pharmacy
- Offices
- Fast Food
- Auto Parts
- Shops
- Restaurant
- Express Car Wash

**Physical Setting**

The Project site is undeveloped/vacant land. According to the Biological Resources Assessment prepared by HELIX Environmental Planning, Inc., "the study area is located within the Elsinore Area Plan of the Multi Species Habitat Conservation plan (MSHCP) but is not within a criteria cell or group.

The topography of the Project site is predominately sloping, with elevations ranging from approximately 1,275 feet to 1,321 feet above mean sea level (msl). An existing natural drainage course traverses the site

commencing on the eastern mid portion of the site and draining to the southwest. The site is partially covered by grasses and brush with vegetation ranging from medium sized shrubs to mature trees.

Existing constructed Storm Drains are shown on the Topographical Exhibit, and it appears the tributary flows from east to west have been picked up in a storm drain main that crosses under Hidden Springs Road where it flows in an east/west direction across APN 380-110-016. These surface tributary flows continue across the adjacent parcel and enter an existing storm drain in let to a public storm drain main that crosses under Stable Lanes Way.

**Regulatory Setting**

The City of Wildomar General Plan land use designation for the Project site is Commercial Retail (CR), which allows for the development of commercial retail uses at a neighborhood community and regional level, as well as for professional office and tourist oriented commercial uses.

The General Plan land use designations of the properties surrounding and immediately adjacent to the Project site are Commercial Retail (CR) to the north, northeast, Commercial Retail (CR) to the southeast, Commercial Retail (CR) to the southwest, and Medium Density Residential (MDR) to the northwest. (**Figure 6, General Plan Land Use Designations**).

## II. PROJECT DESCRIPTION

The proposed Project **(Figure 7, Site Plan** and **Figure 8, Tentative Parcel Map**) consists of a commercial retail center located on approximately 8.948 acres to build a 66,173 square-foot multi-tenant retail center. The proposed Project uses consisting of the following:

1) a 22,000 sf grocery store ("Major Building A");

2) an 18,000 sf building to include a 13,000 sf pharmacy store on the 1st floor and a 5,000 sf office/medical use on the second 2nd floor ("Major Building B");

3) a 7,700 sf building with multi-retail building;

4) a 4,800 square-foot retail building for a future cannabis retail use;

5) a 7,600 square-foot automotive retail store,

6) a 4,800 square-foot fast-food/drive through restaurant; and

7) a 1,273 square-foot express car wash building with on-site and off-site amenities and improvements.

The main "Major A Building" is located in the northerly portion of the site, one pad building at the corner of Stable Lanes Road and Clinton Keith Road, one pad set back from Clinton Keith Road is planned for a 1,273 sq. ft. carwash. The main "Major B Building" is located at the corner of Hidden Springs Road and Clinton Keith Road. Internal and adjacent to the south side of the Major A Building is a 7,700 sq. ft. building planned for smaller retail shop units. An open-air infiltration/detention basin is in the northwesterly corner of the site and an underground infiltration/detention basin is located adjacent to Clinton Keith Road under the on-site parking area. While individual hours of operation for each use will vary, the proposed retail development is anticipated to operate seven days a week between the hours of 6:00am to 1:00am. Loading facilities and areas dedicated for trash compaction, recycling and related functions will be located at the back of the buildings screened from public view. See **Figure 1 (Vicinity Map)** for relationship to N, S, E & W directional descriptions herein. All car wash, car wash vacuum and outdoor delivery truck activity will be limited to the daytime hours between 7:00 a.m. and 10:00 p.m. No car wash, car wash vacuum or outdoor delivery truck activity shall be permitted during the nighttime hours between 10:00 p.m. and 7:00 a.m. The Project will also include a 10-foot-high screenwall for the outdoor loading

dock area of the Major A building adjacent to the existing noise sensitive residential homes on Crystal Way.

**Site Development**

The Project site is approximately 8.948 acres. It is anticipated that the entire site will be graded to accommodate the proposed development. Preliminary earthwork calculations demonstrate the site will have a range of import between 36,028 and 49,110 cubic yards of dirt.

**Roadway Access and Parking Lot**

The site is bounded on three sides: Hidden Springs Road on the east side, Clinton Keith Road on the south side, and Stable Lanes Road on a portion of the west side. Access to the Site will occur at two locations on Hidden Springs Road and two locations on Clinton Keith Road. The Project will also include the following improvements to accommodate site access on Clinton Keith Road:

- Driveway 1 and Clinton Keith Road: Install a stop control on the southbound approach and construct a 3rd westbound shared through-right turn lane. The driveway will be restricted to right-in/right-out access only.
- Driveway 2 and Clinton Keith Road: Install a stop control on the southbound approach and construct a 3rd westbound shared through-right turn lane. The driveway should be restricted to right-in/right-out access only.

The development will include 364 car parking stalls, inclusive of eight (8) ADA compliant parking stalls, (31) Clean Air Vanpool EVC parking, twenty-three (23) electric vehicle charging (EVC) parking stalls, with two ADA compliant: (1) EVCS and one (1) Van Accessible EVCS as depicted on **Figure 7 –Site Plan**. Hidden Springs Road, improved and paved, is classified as a Secondary Frontage Road with existing improvements which will be expanded to a 85' Right -of-Way. Clinton Keith Road is classified as an Urban Arterial Highway and is also existing and will be further improved to a 152' Right -of Way. New street improvements will include removal of existing curb and gutter, saw cutting and joining of existing pavement with expanded paving.

**Utilities**

The Elsinore Valley Municipal Water District (EVMWD) is the water and sewer purveyor for the project. There is an existing 16-inch PVC water line in Clinton Keith Road, and 16-inch water line in Hidden Springs Road. Connection to the EVMWD water supply would likely occur through new lateral connections in Hidden Springs Road and/or Clinton Keith Road.

**Grading and Drainage**

Grading

The earth materials on the site are primarily comprised of sandstone of the Pauba formation, and sandstone and siltstone of the Sandstone of the Wildomar Area formation. Younger alluvium overlies portions of the formational materials in low lying areas of the site. In order to provide uniform structural support and reduce potential differential settlement due to the presence of disturbed/loose near-surface material, and to mitigate potential transitional bearing conditions, remedial grading will be required. Based on the conceptual grading plan provided, maximum cuts and fills are on the order of 11 and 30 feet, respectively. The Project site is approximately 8.948 acres. It is anticipated that the entire site will be graded to accommodate the proposed development. Preliminary earthwork calculations demonstrate the site will have a range of import between 36,028 and 49,110 cubic yards of import will be required.

Drainage

Stormwater flows currently enter the Project site from an offsite upstream tributary area east of Hidden Springs Road via an existing 36-inch diameter storm drain. Offsite flows also enter the Project site from an existing 18-inch diameter storm drain along Clinton Keith Road. Currently, the two sources of offsite run-on surface flow through an existing natural drainage course to the southwest corner of the Project, then across Stable Lanes Road to connect to Murrieta Creek. Murrieta Creek outlets to the Santa Margarita River, which ultimately outlets to the Pacific Ocean. The Project will extend the existing 36-inch and 18-inch diameter storm drains underneath the proposed Project to continue conveying offsite run-on into the natural drainage course at a point upstream (east) of Stable Lanes Road. Storm water runoff generated on the Project site will be conveyed via new onsite gutters, storm drain inlets, and pipes to one of two onsite features: a detention basin ("Basin A") or an underground system of chambers (ADS StormTech™MC-4500™Chambers) ("Basin B"). Approximately 1 acre of the Project drains to Basin A and approximately 8 acres drain to Basin B. Basin A and Basin B will provide the required water quality treatment as well as some additional storage and emergency overflows for large storm events. Finally, with the proposed drainage system and basins, flows from the Project site will be reduced to below the pre-development flow rate prior to exiting the site. (WQMP, 2021).

**Construction**

The proposed project would be constructed in a single phase taking approximately one year to complete.

## III. EXECUTIVE SUMMARY

Through analysis provided in this IS/MND, it was determined that the proposed project has the potential to result in significant environmental impacts with regard to Air Quality, Biological Resources, Cultural Resources, Geology and Soils, Noise, Transportation, and Tribal Cultural Resources. Mitigation measures are identified that would reduce all impacts to less than significant levels with mitigation incorporated.

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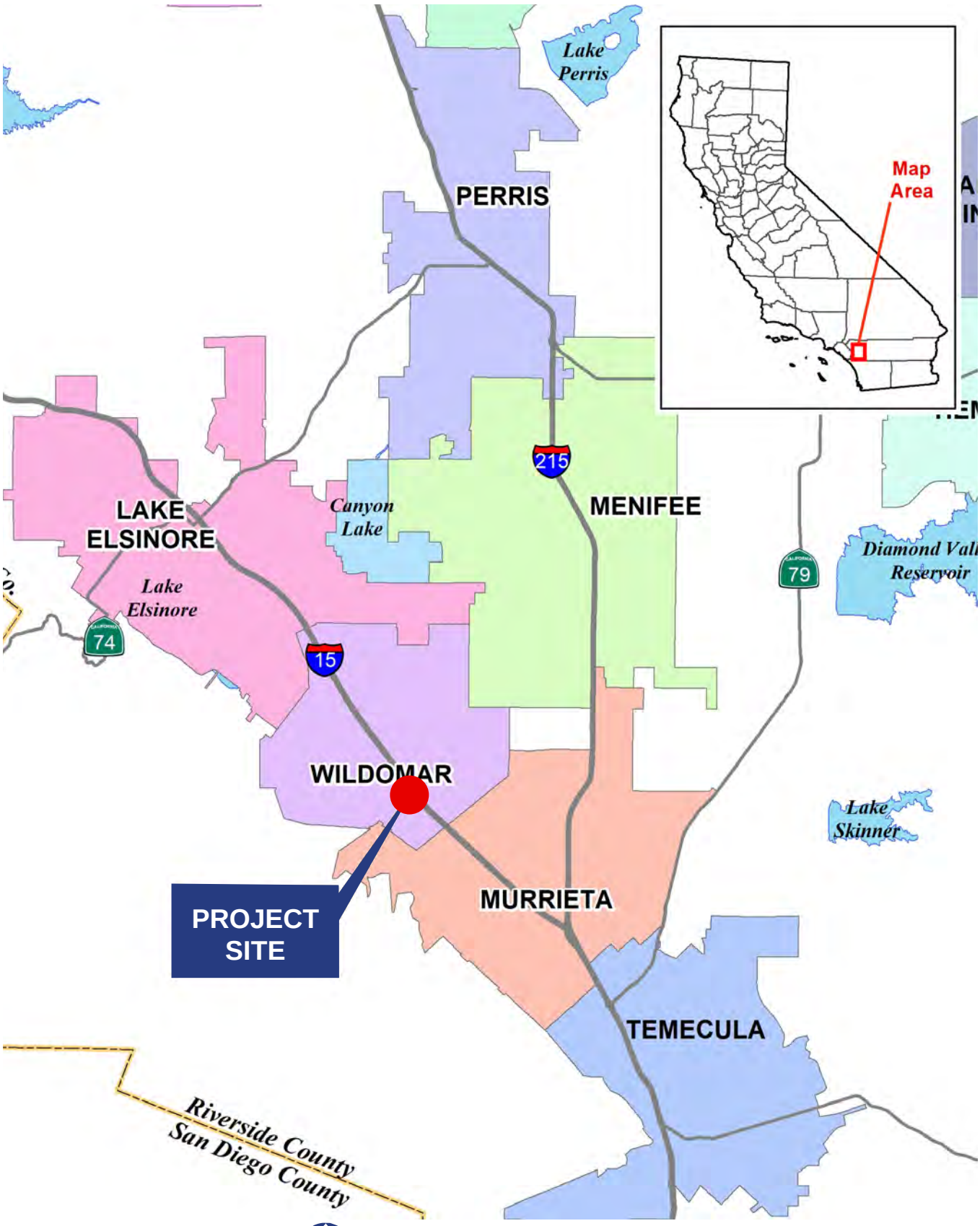
# FIGURE 1 VICINITY MAP

INITIAL STUDY - MITIGATED NEGATIVE DECLARATION - CITY OF WILDOMAR
WILDOMAR CLINTON KEITH MARKETPLACE PROJECT




Sources: Riverside County GIS, 2020

ALBERT A. WEBB ASSOCIATES

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# FIGURE 2 AERIAL MAP

INITIAL STUDY - MITIGATED NEGATIVE DECLARATION - CITY OF WILDOMAR
WILDOMAR CLINTON KEITH MARKETPLACE PROJECT




## LEGEND

PROJECT SITE

SCALE : NOT TO SCALE

Sources: KTGY

ALBERT A. WEBB ASSOCIATES

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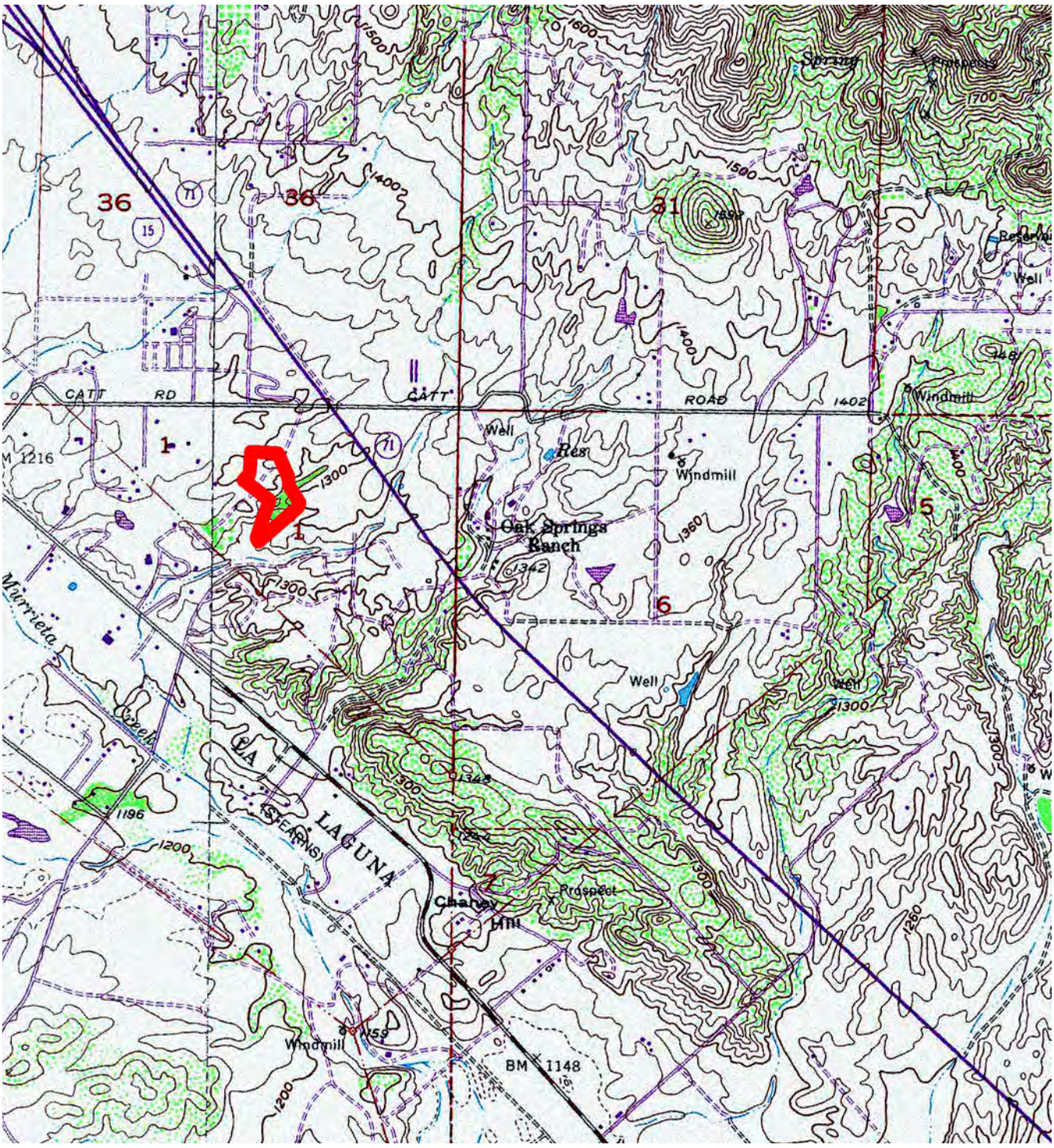
# FIGURE 3 USGS MAP

INITIAL STUDY - MITIGATED NEGATIVE DECLARATION - CITY OF WILDOMAR
WILDOMAR CLINTON KEITH MARKETPLACE PROJECT




## LEGEND

PROJECT SITE

0 0.25 0.5 1 MILES

Sources: ESRI / USGS 7.5MIN QUADS: RIVERSIDE CO.

ALBERT A. WEBB ASSOCIATES

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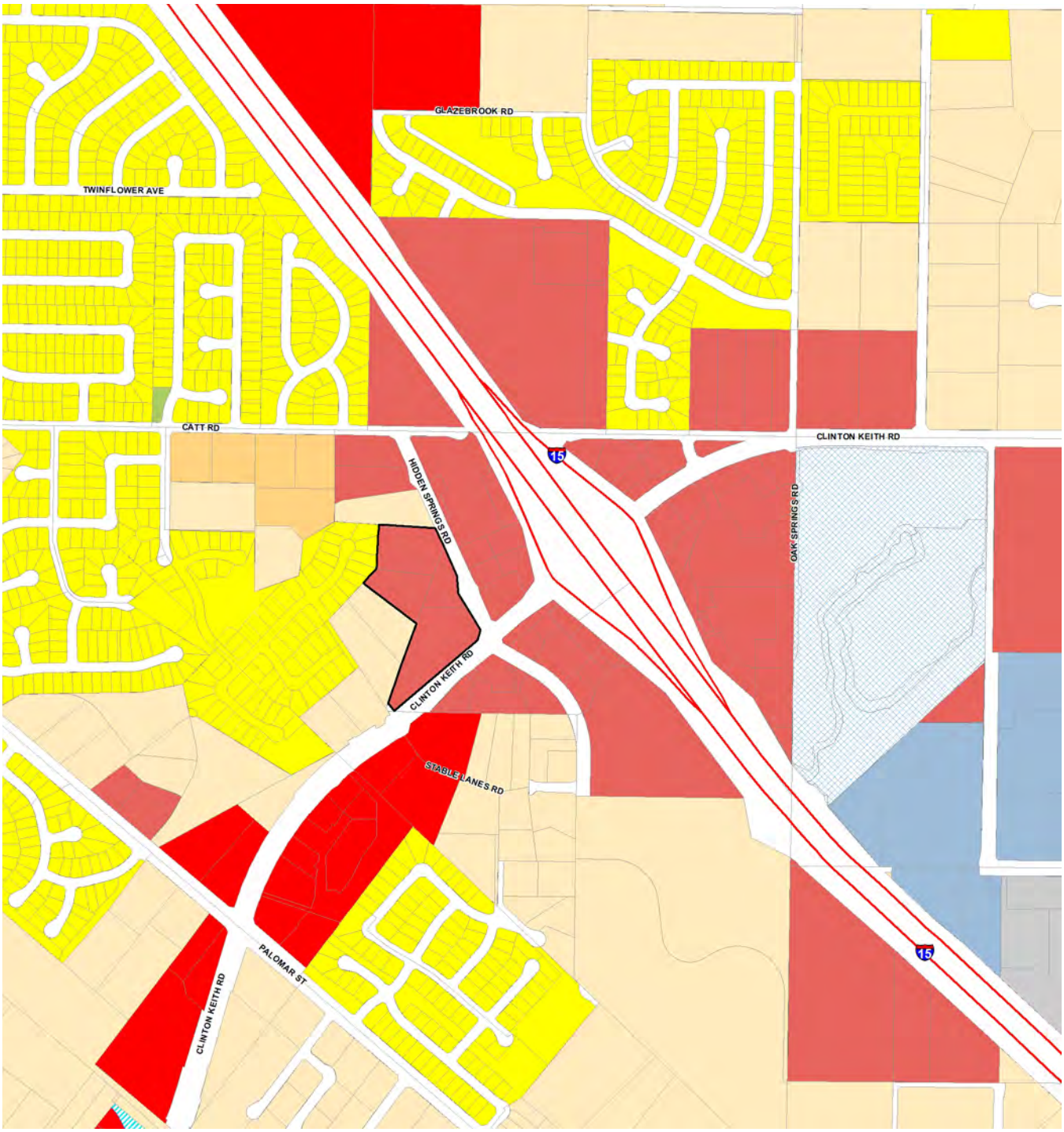
# FIGURE 4 ZONING DISTRICTS

INITIAL STUDY - MITIGATED NEGATIVE DECLARATION - CITY OF WILDOMAR
WILDOMAR CLINTON KEITH MARKETPLACE PROJECT




## LEGEND

| | | | |
|---|---|---|---|
| C-1/C-P | I-P | R-3 | R-R |
| C-O | M-SC | R-4 | SP ZONE |
| C-P-S | R-1 | R-5 | W-1 |

0 1,000 FT 2,000 FT

Sources: CITY OF WILDOMAR ZONING SEPT. 2016

ALBERT A. WEBB ASSOCIATES

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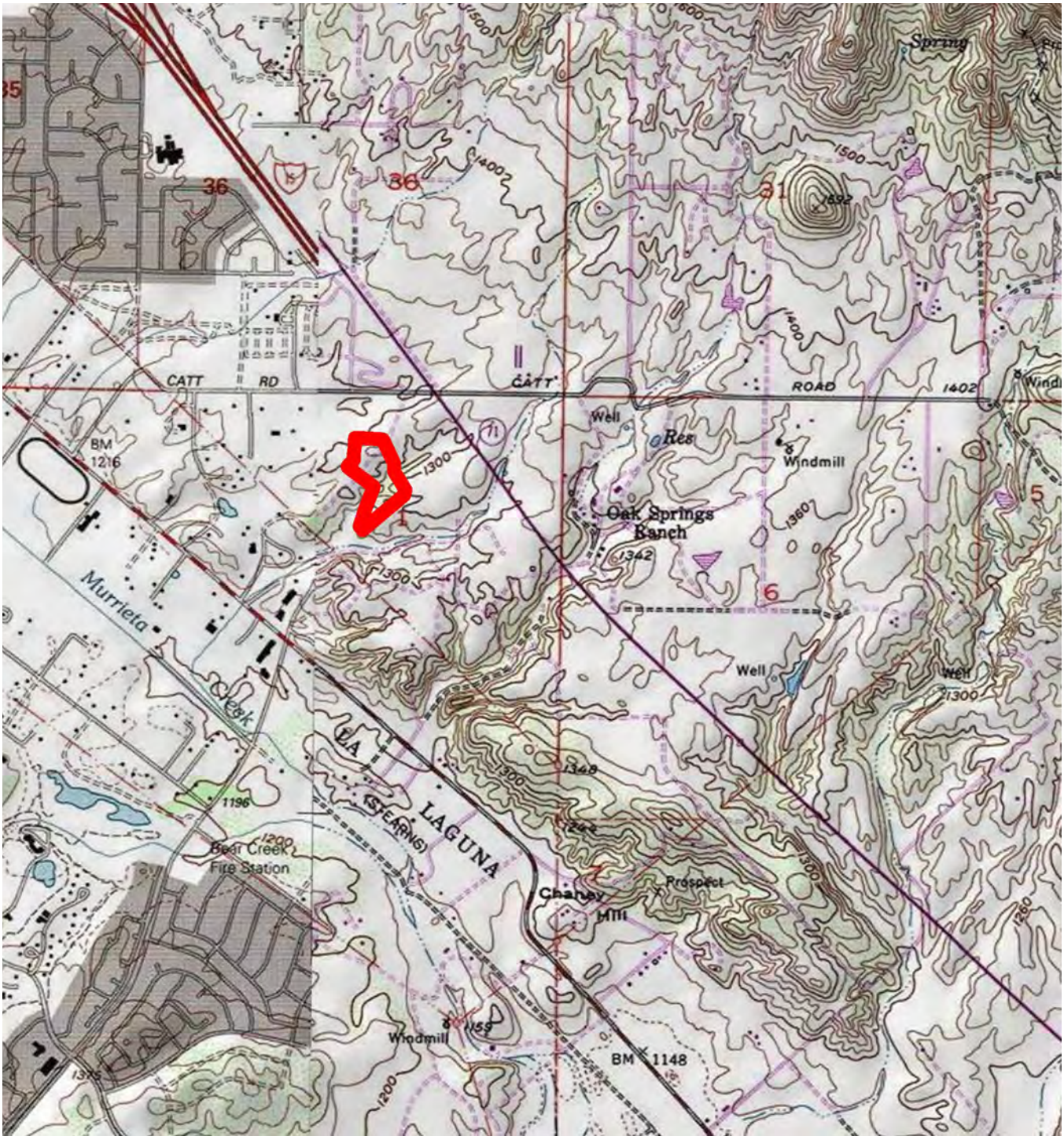
# FIGURE 5 TOPOGRAPHY

INITIAL STUDY - MITIGATED NEGATIVE DECLARATION - CITY OF WILDOMAR
WILDOMAR CLINTON KEITH MARKETPLACE PROJECT




## LEGEND

PROJECT SITE

0 0.25 0.5 1 MILES

Sources: ESRI / USGS 7.5MIN QUADS: RIVERSIDE CO.

ALBERT A. WEBB ASSOCIATES

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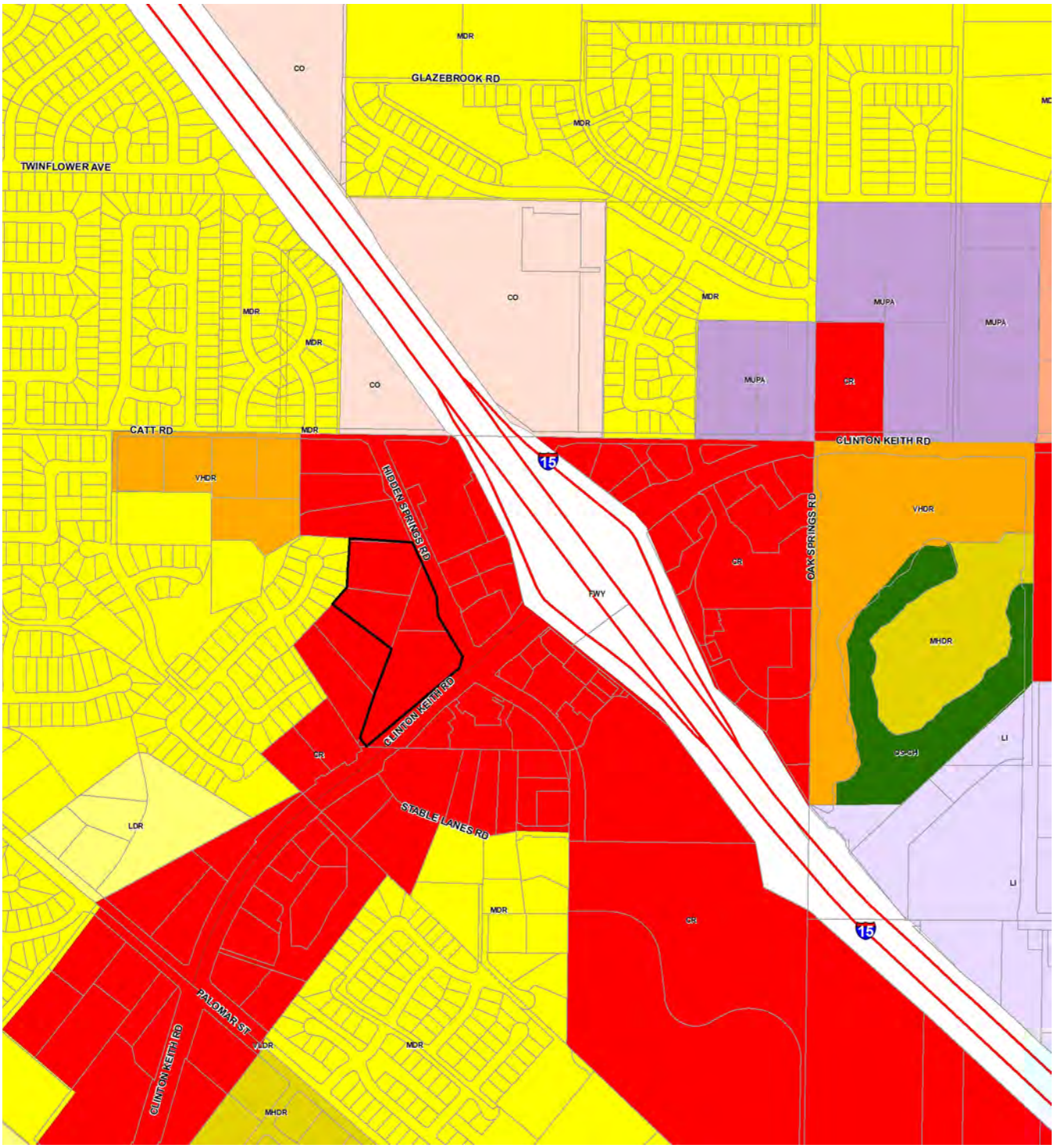
# FIGURE 6 GENERAL PLAN LAND USE DESIGNATIONS

INITIAL STUDY - MITIGATED NEGATIVE DECLARATION - CITY OF WILDOMAR
WILDOMAR CLINTON KEITH MARKETPLACE PROJECT




## LEGEND

| | | | | | |
|---|---|---|---|---|---|
| BP | EDR | LDR | MHDR | OS-R | VLDR |
| CO | FWY | LI | MUPA | PF | |
| CR | HHDR | MDR | OS-CH | VHDR | |

0 1,000 FT 2,000 FT

Sources: CITY OF WILDOMAR GENERAL PLAN LAND USE 2016

ALBERT A. WEBB ASSOCIATES

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SCALE : NOT TO SCALE

Sources: WITHERS & SANDGREN LANDSCAPE ARCHITECTURE + PLANNING / KTGY

ALBERT A. WEBB ASSOCIATES

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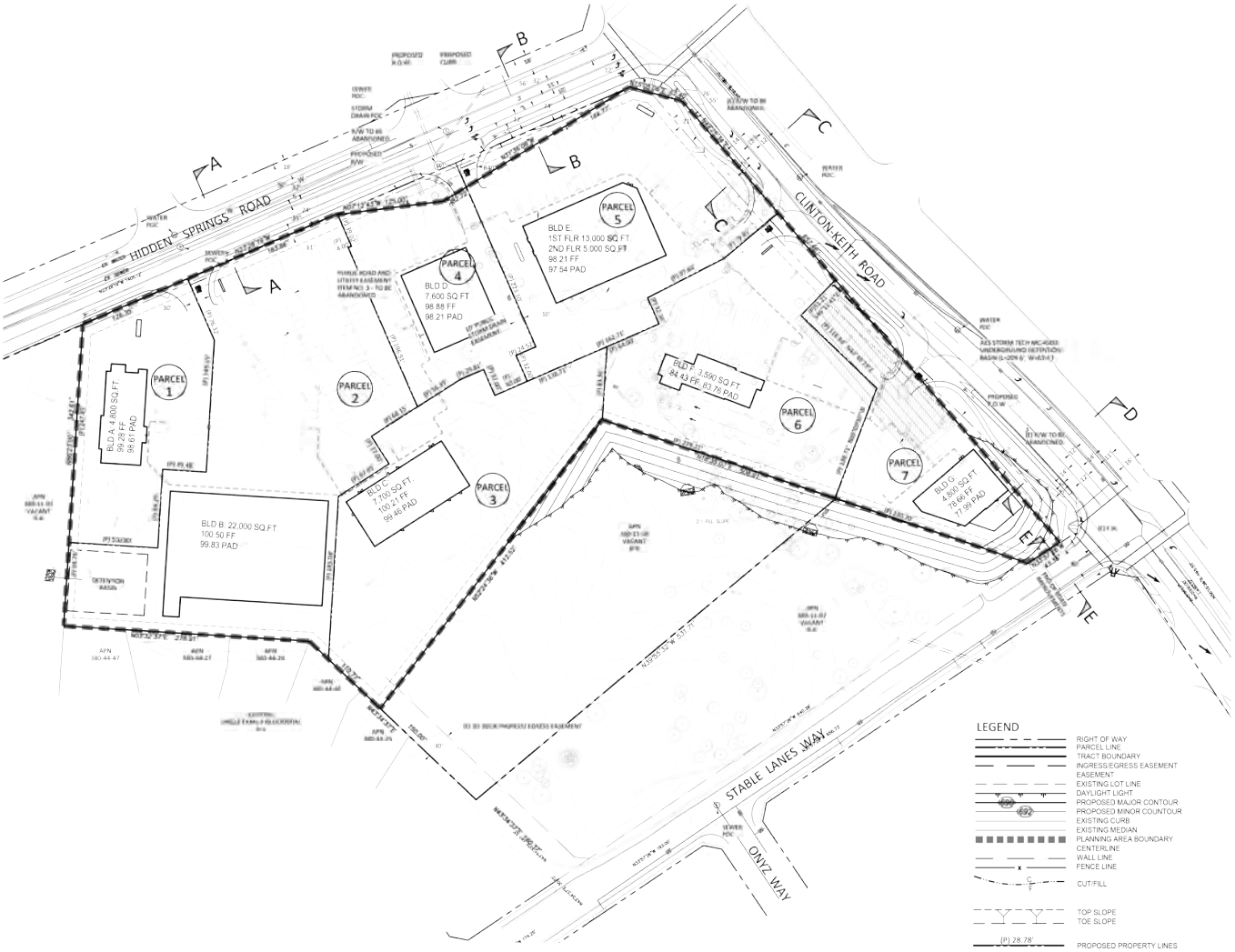
# FIGURE 8 TENTATIVE PARCEL MAP

INITIAL STUDY - MITIGATED NEGATIVE DECLARATION - CITY OF WILDOMAR
WILDOMAR CLINTON KEITH MARKETPLACE PROJECT




LEGEND

- RIGHT OF WAY
- PARCEL LINE
- TRACT BOUNDARY
- INGRESS/EGRESS EASEMENT
- EASEMENT
- EXISTING LOT LINE
- DAYLIGHT LIGHT
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR COUNTOUR
- EXISTING CURB
- EXISTING MEDIAN
- PLANNING AREA BOUNDARY
- CENTERLINE
- WALL LINE
- FENCE LINE
- CUT/FILL
- TOP SLOPE
- TOE SLOPE
- PROPOSED PROPERTY LINES & DIMENSIONS
- NATURAL FLOWLINE
- PUBLIC STORM DRAIN
- PRIVATE STORM DRAIN
- PUBLIC SEWER MAIN
- PUBLIC WATER MAIN
- SEE SHEET 1 FOR SECTIONS
- FOUND MONUMENT
- LIGHT POST
- POWER POLE
- ELECTRICAL PULL BOX
- GUY ANCHOR
- MAILBOX
- MONITORING WELL
- OAK TREE LOCATION & DRIP LINE
- (P) PROPOSED
- (E) EXISTING

PROPOSED PARCEL AREA TABLE

| PARCEL # | GROSS AREA (SQ.FT.) | LESS: PUBLIC EASEMENT (SQ.FT). | NET AREA (SQ.FT). |
|---|---|---|---|
| 1 | 37,030.75 | 735.93 | 36,294.82 |
| 2 | 100,359.91 | 14,949.35 | 85,410.56 |
| 3 | 63,498.49 | 10,12350 | 53,374.99 |
| 4 | 32,516.24 | 5,775.07 | 26,741.17 |
| 5 | 64,630.71 | 2,190.25 | 62,440.46 |
| 6 | 57,943.77 | 7,050.92 | 50,892.85 |
| 7 | 32,277.13 | 5,994.66 | 26,282.47 |
| TOTAL | 388,257.00 | 46,819.68 | 341,437.32 |

SCALE : NOT TO SCALE

Sources: CHALLMAN ENGINEERING INC + CEI BUILD INC

ALBERT A. WEBB ASSOCIATES

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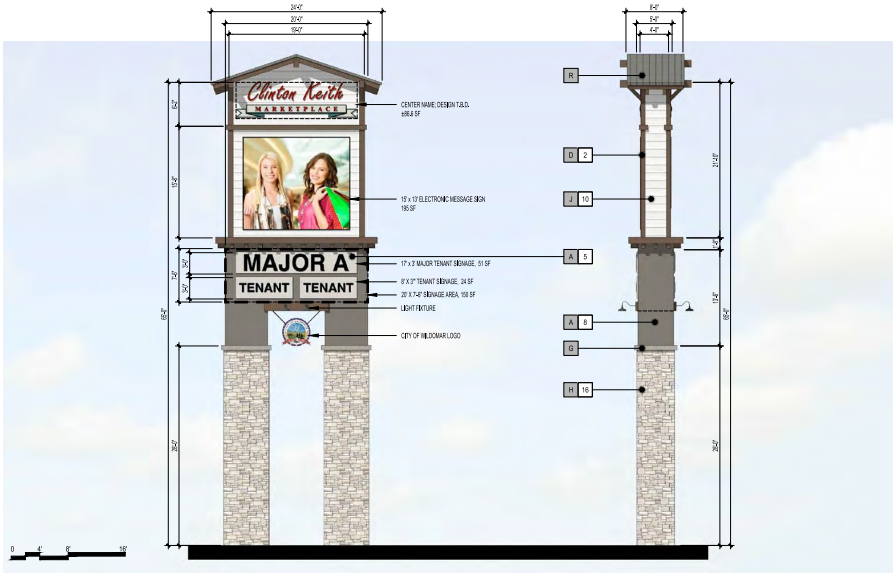
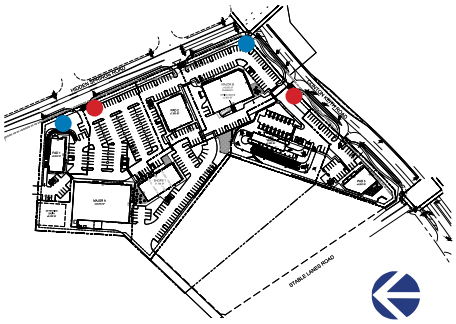
# FIGURE 9 PROPOSED SIGNAGE





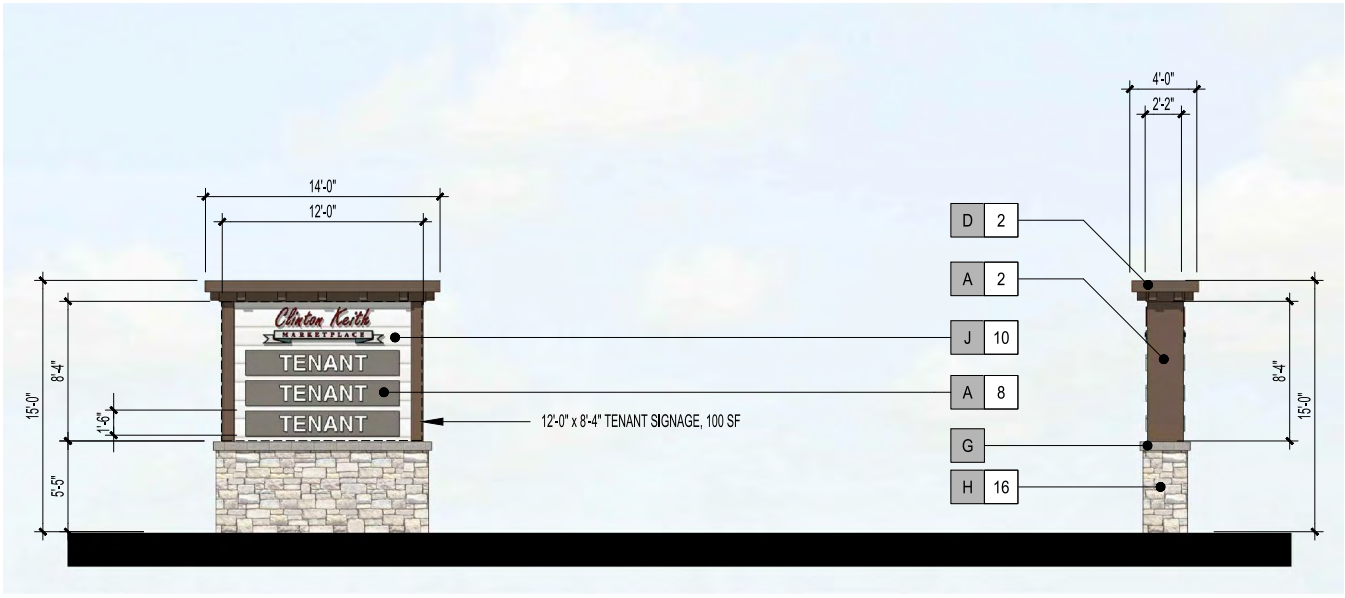

FRONT ELEVATION SIDE ELEVATION

## TYPE A - FREEWAY PYLON SIGN



- TYPE A - FREEWAY PYLON SIGN
- TYPE B - MONUMENT SIGN

## SIGNAGE LOCATION MAP




FRONT ELEVATION SIDE ELEVATION

## TYPE B - MONUMENT SIGN

SCALE : NOT TO SCALE

Sources: KTGY

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## IV. ENVIRONMENTAL CHECKLIST FORM

### A. BACKGROUND

1. **Project Title:**

   Clinton Keith Marketplace Retail Center (Planning Application No. 21-0033)

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 the northwest corner of Clinton Keith Road and Hidden Springs Road in the City of Wildomar, California (see **Figure 1**). The assessor's parcel numbers (APN) are: 380-110-009, 380-110-004, 380-110-014 and 38-110-016.

5. **Project Sponsor's Name and Address:**

   SOMAR LAND GROUP, INC.

   c/o Stephen E. Macie, 16391 Harwich Circle, Riverside, CA 92503

6. **General Plan Designation:**

   Commercial Retail (CR)

7. **Zoning:**

   C-P-S (Scenic Highway Commercial)

8. **Description of Project:**

   The proposed Project (**Figure 7 — Site Plan** and **Figure 8 — Tentative Parcel Map**) consists of a commercial retail center located on approximately 8.948 acres totaling approximately 66,173 square feet of developed area, consisting of:

   1) a 22,000 sf grocery store ("Major Building A");

   2) an 18,000 sf building to include a 13,000 sf pharmacy store on the 1st floor and a 5,000 sf office/medical use on the second 2nd floor ("Major Building B");

   3) a 7,700 sf building with multi-retail building;

   4) a 4,800 square-foot retail building for a future cannabis retail use;

   5) a 7,600 square-foot automotive retail store;

   6) a 4,800 square-foot fast-food/drive through restaurant building; and

   7) a 1,273 square-foot express car wash building (excluding the tunnel) with on-site and off-site amenities and improvements.

   The main "Major A Building" is located in the northerly portion of the site, one pad building at the corner of Stable Lanes Road and Clinton Keith Road, one pad set back from Clinton Keith Road is planned for a 1,273 sq. ft. express carwash. The main "Major B Building" is

located at the corner of Hidden Springs Road and Clinton Keith Road. Internal and adjacent to the south side of the Major A Building is a 7,700 sq. ft. building planned for smaller retail shop units. An open-air infiltration/detention basin is in the northwesterly corner of the site and an underground infiltration/detention basin is located adjacent to Clinton Keith Road under the on-site parking area. While individual hours of operation for each use will vary, the proposed retail development is anticipated to operate seven days a week between the hours of 6:00am to 1:00am. Loading facilities and areas dedicated for trash compaction, recycling and related functions will be located at the back of the buildings screened from public view.

9. **Surrounding Land Uses and Setting:**

| ADJACENT LAND USE, LAND USE DESIGNATION, AND ZONING | | | |
|---|---|---|---|
| **Location** | **Current Land Use** | **General Plan Land Use Designation** | **Zoning** |
| North | Vacant | Commercial Retail (CR) | R-R (Rural Residential) |
| Northeasterly | Commercial | Commercial Retail (CR) | C-P-S (Scenic Highway Commercial) |
| Southeasterly | Commercial | Commercial Retail (CR) | C-P-S (Scenic Highway Commercial) |
| Northwesterly | Residential/ Vacant | MDR (Medium Density Residential) | R-1 (One-Family Dwelling Residential) |
| Southwesterly | Vacant/Commercial | Commercial Retail (CR) | R-R (Rural Residential) |

10. **Other Public Agencies Whose Approval May Be Required:**

- San Diego Regional Water Quality Control Board
- California Department of Fish and Wildlife
- US Fish and Wildlife Service
- 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, is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality, etc.?**

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 has completed consultations with the Rincon Band of Luiseño Indians (please refer to section VI.18 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 | ☐ Energy |
| ☒ Geology/Soils | ☐ Greenhouse Gas Emissions | ☐ Hazardous and Hazardous Materials |
| ☐ Hydrology/Water Quality | ☐ Land Use/Planning | ☐ Mineral Resources |
| ☐ Noise | ☐ Population/Housing | ☐ Public Services |
| ☐ Recreation | ☐ Transportation | ☒ Tribal Cultural Resources |
| ☐ Utilities and Service Systems | ☐ Wildfire | Mandatory Findings of Significance |

## C. DETERMINATION

On the basis of this initial evaluation:

☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because of the incorporated mitigation measures and revisions in the project have been made by or agreed to by the project proponent. **A MITIGATED NEGATIVE DECLARATION will be prepared**.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

**City Representative**

| | |
|---|---|
| | February 15, 2022 |
| Matthew C. Bassi, Planning Director | Date |

**Applicant**

Pursuant to Section 15070(b)(1) of the California Environmental Quality Act, as the project applicant, I agree to revisions of the project plans or proposals as described in this Initial Study/Mitigated Negative Declaration to avoid or reduce environmental impacts of my project to a less than significant level.

| | |
|---|---|
| | February 15, 2022 |
| Steve Macie | Date |
| SOMAR LAND GROUP, INC. Applicant | |

## ENVIRONMENTAL ANALYSIS

### 1. Aesthetics

| Except as provided in Public Resources Code Section 21099, 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 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) In nonurbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (*Public views are those that are experienced from publicly accessible vantage point*). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality? | | | ✓ | |
| 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 varying degree views of distant hillsides. The proposed building structures would have a maximum height of 33 feet, two (2) 65' high Pylon Signs are to be constructed at the corner of Clinton Keith and Hidden Springs (requiring a variance) which may alter existing views from the Project site and immediate vicinity of the distant hillsides by placing multiple structures on the Project site (see **Figure 9 — Proposed Signage**). However, the proposed development including the proposed signs would be consistent with the urbanizing character of the surrounding area and would complement the existing and planned residential and commercial development on adjacent properties. Commercial development in the City of Wildomar occurs to the east, west, and south and single- family residential development borders the northwesterly portion of the Project site.

Furthermore, the proposed development would be subject to the City's Commercial Design Standards and Guidelines (2019), which have been adopted by the City of Wildomar. Standards and Guidelines include articulation of building facades, varied roof plans, 360-degree architecture, streetscape design, multiple floor plans and elevations, etc. Compliance with these existing standards would ensure that the proposed Project features quality design and architecture and that it is 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 and this impact would be less than significant.

b) **Less Than Significant Impact**. Construction of the proposed building would alter the existing visual character of the area by removing naturally occurring vegetation. Construction of the proposed project would not require the removal of any tree, rock outcropping, or historic building that has been recognized as a scenic resource, and the proposed building would not block any scenic view or resource. The nearest officially designated State Scenic Highway to the site is the eastern portion of State Route (SR) 74, approximately 27 miles northeast (Wildomar 2003). The I-15, approximately 0.1 mile east of the project site, is listed as an eligible State Scenic Highway, but is not officially designated (Wildomar 2003). Therefore, impacts to scenic resources within a State Scenic Highway is less than significant.

c) **Less Than Significant Impact**. The proposed project would be designed in consideration of the City of Wildomar Commercial Design Standards and Guidelines and in consultation with the City staff. Compliance with these existing standards would ensure that the proposed project would feature quality design and architecture and would be compatible with the character of the adjacent uses. Additionally, the proposed site plan, including the proposed buildings, have been reviewed by the City of Wildomar for conformance with the City's standards and found to be in compliance. The Project proposes two (2) 65-foot tall signs (See Figure 9) which do exceed the City's standard of 45-feet. The City standard also sets forth a limit of 150 square feet (sf) of maximum sign area per sign face, and the Project's will be 609 sf for each sign. The proposed Project's design of the signs, architectural elements and landscaping would complement existing surrounding commercial development being close to I-15. Although the two signs do exceed the City's standards, they would only be allowed if a Variance (VAR No. 21-0033) is granted. The nearest existing residential home located roughly 100 feet west of the Project site at 23527 Crystal Way. Given the distance between the Project and the nearest residence, the Project will not impose any view blockage on the surrounding residences. Moreover, as demonstrated on Figure 5, the nearest residences to the Project site are lower in elevation in relation to where the proposed signs will be placed, and as such, the signs would not present a degradation of views by blocking views for the residences. Additionally, although a variance would be needed to construct the two monument signs, the land use of the Project is consistent with the land use designations and zoning. Since the Project is consistent with the land use is in close proximity to I-15 where the uses and signs are compatible with the surrounding land uses, implementation of the proposed Project would not significantly conflict with applicable zoning or aesthetic policies. For this reason, 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 of the Wildomar Municipal Code (Ordinance No. 75). The City's Light Pollution Ordinance establishes limits on the types of fixtures and size of bulbs for aspects of development. Compliance with the ordinance will result in a less than significant impact on nighttime light pollution. However, there will still be new light associated with the proposed Project. Consistent with the City's lighting standards (Wildomar 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. The light fixtures will be reviewed on the development plan and verified during building and site inspections of the site to ensure compliance with the ordinance. With compliance with the ordinance, the proposed Project would not adversely affect day or nighttime views in the area and would not constitute a significant contribution to night sky pollution.

The Project is located within Mt. Palomar Observatory's Zone B which lies 27.5 miles away. However, the Project would not interfere with nighttime use of the Palomar Observatory because all provisions of Wildomar Ordinance 75 (Chapter 8.64 of the WMC) will be enforced.

Glare is primarily a daytime occurrence caused by the reflection of sunlight or artificial light by highly polished surfaces such as window glass or reflective materials. Daytime glare is common in urban areas and is typically associated with buildings with exterior facades largely or entirely comprised of highly reflective glass or windshields of parked cars. Glare-sensitive uses include residences, hotels, transportation corridors and aircraft landing corridors. The Project site does have sensitive receptors located to the northwest with residential uses. However, the Project site is not located in an airport influence area and the proposed Project does not incorporate highly reflective building materials. Thus, impacts from glare on sensitive receptors would be less than significant. Therefore, impacts resulting from a new source of substantial light or glare 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.
2. The Project will comply with the City of Wildomar Commercial Design Standards and Guidelines (2019).

**MITIGATION MEASURES**

None required.

## 2. Agriculture and Forestry Resources

| In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. 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 non-agricultural use? | | | | ✓ |
| b) Conflict with existing zoning for agricultural use, or a Williamson Act contract? | | | | ✓ |
| c) Conflict with existing zoning for, or cause rezoning of, forest land (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 forest land or conversion of forest land 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 non-agricultural use or conversion of forest land to non-forest use? | | | | ✓ |

**DISCUSSION**

a) **No Impact.** The City of Wildomar General Plan, defines farmlands of local importance as follows:

- Lands with soils that would be classified as Prime or Statewide Important Farmlands but lack available irrigation water.
- Lands planted in 1980 or 1981 in dry land grain crops such as barley, oats, and wheat.

- Lands producing major crops for Riverside County but that are not listed as Unique Farmland crops. Such crops are permanent pasture (irrigated), summer squash, okra, eggplant, radishes, and watermelon.
- Dairy lands, including corrals, pasture, milking facilities, hay and manure storage areas if accompanied with permanent pasture or hay land of 10 acres or more.
- Lands identified by the County with Agriculture land use designations or contracts.
- Lands planted with jojoba that are under cultivation and are of producing age (Wildomar 2003).

The Project site is not located on or adjacent to land designated as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance and the site is not zoned for agricultural use and is not subject to a Williamson Act contract (DOC). (Wildomar 2018). The Project site is designated on the California Resource Agency maps as "Other Land," which includes low-density rural developments; brush, timber, wetland, and riparian areas not suitable for livestock grazing; confined livestock, poultry, or aquaculture facilities; strip mines, borrow pits; and water bodies smaller than 40 acres. Vacant and nonagricultural land surrounded on all sides by urban development and greater than 40 acres is mapped as Other Land. Therefore, no impact would occur.

b) **No Impact.** The project site is zoned C-P-S (Scenic Highway Commercial) and is not zoned for agricultural use (Wildomar 2018). The project site is located on land not enrolled in a Williamson Act contract (DLRP 2016b). No impact would occur.

c) **No Impact.** The project site is developed and is zoned C-P-S. Project implementation would not cause rezoning of forestland or timberland. Therefore, no impact would occur.

d) **No Impact**. The project site does not contain forestland, nor is the project site zoned as forestland. The project site is developed, and implementation of the proposed project would not convert forestland to non-forest use or result in a loss of forestland. Therefore, no impact would occur.

e) **No Impact**. The project site is zoned C-P-S and would not convert Farmland to non-agricultural uses in the existing environment. Project implementation would not result in the loss or conversion of forestland to non- forest use and would not otherwise adversely impact forest land 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) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard? | | | ✓ | |
| c) Expose sensitive receptors to substantial pollutant concentrations? | | ✓ | | |
| d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people? | | | ✓ | |

This section summarizes the methods and findings of an Air Quality Impact Analysis (dated October 18, 2021) for the Project prepared by Urban Crossroads (UC AQIA). This report is included in its entirety as **Appendix 3.0 Air Quality Impact Analysis**. The analysis was prepared to determine the impact on air quality from the proposed Project. (see **Appendix 3.0**). Urban Crossroads also prepared a Greenhouse Gas Analysis (UC GHGA), dated October 18, 2021. That analysis is included as **Appendix 4.0**.

**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: 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, defined in consultation with local governments and with reference to local general plans. The project is subject to the SCAQMD's AQMP.

The SCAQMD has developed regional significance thresholds for other regulated pollutants, as summarized at **Table 1**. The SCAQMD's CEQA Air Quality Significance Thresholds (April 2019) indicate that

any projects in the SoCAB with daily emissions that exceed any of the indicated thresholds should be considered as having an individually and cumulatively significant air quality impact.

**Table 1 — Maximum Daily Regional Emissions Thresholds**

| Pollutant | Construction Regional Thresholds | Operational Regional Thresholds |
|---|---|---|
| $NO_X$ | 100 lbs/day | 55 lbs/day |
| VOC | 75 lbs/day | 55 lbs/day |
| $PM_{10}$ | 150 lbs/day | 150 lbs/day |
| $PM_{2.5}$ | 55 lbs/day | 55 lbs/day |
| $SO_X$ | 150 lbs/day | 150 lbs/day |
| CO | 550 lbs/day | 550 lbs/day |
| Pb | 3 lbs/day | 3 lbs/day |

lbs/day = Pounds Per Day

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 herein, 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. Therefore, impacts are less than significant, and the project would be consistent with the first criterion.

Concerning Consistency Criterion No. 2, the AQMP contains air pollutant reduction strategies based on SCAG's latest growth forecasts; SCAG's growth forecasts were defined in consultation with local governments and with reference to local guidelines. 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 AQMP. Development consistent with the growth projections in the Wildomar General Plan is considered to be consistent with the AQMP.

Construction Emissions

Urban Crossroads used the California Emissions Estimator Model "CalEEMod" to analyze the Project Emissions Impact on Air Quality. Urban Crossroads concluded that construction activities associated with the Project will result in emissions of VOCs, NOX, SOX, CO, PM10, and PM2.5. Construction related emissions are expected from the following construction activities:

- Site Preparation
- Grading
- Building Construction

- Paving
- Architectural Coating

The URBAN analysis assumed the duration of 13 months of construction activities utilizing a "worst-case" scenario. URBAN then made certain assumptions relative to the equipment used for each activity, the amount of each and the hours used per day as shown in the following **Table 2**:

**Table 2 — Construction Equipment Assumptions**

| Activity | Equipment | Amount | Hours Per Day |
|---|---|---|---|
| Site Preparation | Crawler Tractors | 4 | 8 |
| | Rubber Tired Dozers | 3 | 8 |
| Grading | Crawler Tractors | 3 | 8 |
| | Excavators | 1 | 8 |
| | Graders | 1 | 8 |
| | Rubber Tired Dozers | 1 | 8 |
| Building Construction | Cranes | 1 | 7 |
| | Tractors/Loaders/Backhoes | 3 | 7 |
| | Forklifts | 3 | 8 |
| | Generator Sets | 1 | 8 |
| | Welders | 1 | 8 |
| Paving | Pavers | 2 | 8 |
| | Paving Equipment | 2 | 8 |
| | Rollers | 2 | 8 |
| Architectural Coating | Air Compressors | 1 | 6 |

Source: In order to account for fugitive dust emissions associated with Site Preparation and Grading activities, Crawler Tractors were used in lieu of Tractors/Loaders/Backhoes.

CalEEMod calculates maximum daily emissions for summer and winter periods. The estimated maximum daily construction emissions without mitigation are summarized on **Table 3**. Under the assumed scenarios, emissions resulting from the Project construction will not exceed criteria pollutant thresholds established by the SCAQMD for emissions of any criteria pollutant. Although mitigation is not needed to reduce estimated maximum daily construction regional emissions from the Project, as discussed under Localized Significance Threshold d below, a mitigation measure would be required to decrease localized construction emissions. Detailed construction model outputs are presented in Appendix 3.0, in appendix 3.1 thereto. Implementation of Mitigation Measure AQ-1 would further reduce already less-than-significant regional emissions as indicated at **Table 4**.

**Table 3 — Overall Construction Emissions Summary-Without Mitigation**

| Year | Emissions (lbs/day) | | | | | |
|---|---|---|---|---|---|---|
| | VOC | $NO_X$ | CO | $SO_X$ | $PM_{10}$ | $PM_{2.5}$ |
| Summer | | | | | | |
| 2022 | 4.54 | 60.18 | 23.55 | 0.16 | 24.14 | 12.37 |
| 2023 | 36.45 | 16.83 | 22.85 | 0.05 | 2.89 | 1.27 |
| Winter | | | | | | |
| 2022 | 4.54 | 61.63 | 22.41 | 0.16 | 24.14 | 12.37 |
| 2023 | 36.45 | 16.97 | 21.80 | 0.05 | 2.89 | 1.27 |
| **Maximum Daily Emissions** | **36.45** | **61.63** | **23.55** | **0.16** | **24.14** | **12.37** |
| SCAQMD Regional Threshold | 75 | 100 | 550 | 150 | 150 | 55 |
| **Threshold Exceeded?** | **NO** | **NO** | **NO** | **NO** | **NO** | **NO** |

lbs/day – Pounds Per Day
Source: CalEEMod construction-source (unmitigated) emissions are presented in Appendix 3.1.

**Table 4 — Overall Construction Emissions Summary-With Mitigation**

| Year | Emissions (lbs/day) | | | | | |
|---|---|---|---|---|---|---|
| | VOC | $NO_X$ | $CO^3$ | $SO_X$ | $PM_{10}$ | $PM_{2.5}$ |
| Summer | | | | | | |
| 2020 | 2.23 | 47.17 | 30.98 | 0.16 | 9.72 | 5.11 |
| 2021 | 36.46 | 15.89 | 23.93 | 0.05 | 2.84 | 1.23 |
| Winter | | | | | | |
| 2021 | 2.18 | 48.62 | 30.97 | 0.16 | 9.72 | 5.11 |
| 2021 | 36.45 | 16.03 | 22.88 | 0.05 | 2.84 | 1.23 |
| **Maximum Daily Emissions** | **36.46** | **48.62** | **30.98** | **0.16** | **9.72** | **5.11** |
| SCAQMD Regional Threshold | 75 | 100 | 550 | 150 | 150 | 55 |
| **Threshold Exceeded?** | **NO** | **NO** | **NO** | **NO** | **NO** | **NO** |

Source: CalEEMod construction-source (mitigated) emissions are presented in Appendix 3.1.

Operational Emissions

***Area Source Emissions***

- Architectural Coatings

Over a period of time the buildings that are part of this Project will be subject to emissions resulting from the evaporation of solvents contained in paints, varnishes, primers, and other surface coatings as part of Project maintenance. The emissions associated with architectural coatings were calculated using CalEEMod.

- Consumer Products

Consumer products include, but are not limited to detergents, cleaning compounds, polishes, personal care products, and lawn and garden products. Many of these products contain organic compounds which when released in the atmosphere can react to form ozone and other photochemically reactive pollutants. The emissions associated with use of consumer products were calculated based on defaults provided within CalEEMod.

- Landscape Maintenance Equipment

Landscape maintenance equipment would generate emissions from fuel combustion and evaporation of unburned fuel. Equipment in this category would include lawnmowers, shedders/grinders, blowers, trimmers, chain saws, and hedge trimmers used to maintain the landscaping of the Project. The emissions associated with landscape maintenance equipment were calculated based on assumptions provided in CalEEMod.

***Energy Source Emissions***

- Combustion Emissions Associated with Natural Gas and Electricity

Electricity and natural gas are used by almost every project. Criteria pollutant emissions are emitted through the generation of electricity and consumption of natural gas. However, because electrical generating facilities for the Project area are located either outside the region (state) or offset through the use of pollution credits (RECLAIM) for generation within the SCAB, criteria pollutant emissions from offsite generation of electricity is generally excluded from the evaluation of significance and only natural gas use is considered. The emissions associated with natural gas use were calculated using CalEEMod.

- Title 24 Energy Efficiency Standards

California's Energy Efficiency Standards for Residential and Nonresidential Buildings was first adopted in 1978 in response to a legislative mandate to reduce California's energy consumption. The standards are updated periodically to allow consideration and possible incorporation of new energy efficient technologies and methods. Energy efficient buildings require less electricity. The 2019 version of Title 24 was adopted by the CEC and became effective on January 1, 2020.

***Mobile Source Emissions***

Project mobile source air quality impacts are dependent on both overall daily vehicle trip generation and the effect of the Project on peak hour traffic volumes and traffic operations in the vicinity of the Project. The Project-related operational air quality impacts are derived primarily from vehicle trips generated by the Project. Trip characteristics for the proposed Project were obtained from the trip generation assessment. Per Urban Crossroads' updated Trip Generation Assessment dated January 10, 2022 (**Appendix 5.0**), the Project is anticipated to generate a net total of 3,892 two-way vehicle per day (1,946 trip inbound and 1,946 trips outbound).

- Trip Length

Due to the predominately retail nature of the Project (Supermarket, Retail, Fast Food Restaurant with Drive Thru, Drive Thru Car Wash and High-Turnover Sit-Down Restaurant uses, etc.), the Project's location, a substantial amount of residential land uses within a 3-mile radius of the Project site, and Supermarket, Retail, Restaurant, Fast Food Restaurant with Drive Thru, Fast Food Restaurant without Drive Thru, and High-Turnover Sit-Down Restaurant uses located in the project vicinity, an average trip length for customers of 3 miles was used in the assessment as opposed to the 8.4-mile model default trip length value. As evaluated in the *Clinton Keith Marketplace Vehicle Miles Traveled (VMT) Screening Evaluation*, prepared by Urban Crossroads and dated June 2, 2021 (**Appendix 6.0**) the Project consists of local serving

retail uses which tend to shorten vehicle trips. Additionally, the Project is also located in a low VMT generating area based on the Screening Tool for the sub-regional transportation model. As such, since the Project contains only local serving retail uses, is located in a low VMT generating area, and is surrounded by residential land uses, the adjustments to the CalEEMod default trip length for retail land uses are substantiated. Additionally, 96% of all trips are assumed to be customer trips, 3% of all trips are assumed to be workers, and 1% of all trips are assumed to be other trips. CalEEMod defaults for trip length and trip purpose were utilized for the Medical Office portion of the Project.

- Fugitive Dust Related to Vehicular Travel

Vehicles traveling on paved roads would be a source of fugitive emissions due to the generation of road dust inclusive of brake and tire wear particulates. The emissions estimate for travel on paved roads were calculated using CalEEMod.

As shown in the **Table 5** below, Project operational-source emissions will not exceed the thresholds of significance for applicable emissions and a less than significant impact would occur.

**Table 5 — Summary Of Peak Operational Emissions**

| Operational Activities – Summer Scenario | Emissions (lbs/day) | | | | | |
|---|---|---|---|---|---|---|
| | VOC | $NO_X$ | CO | $SO_X$ | $PM_{10}$ | $PM_{2.5}$ |
| Area Source | 1.74 | 3.60E-04 | 0.04 | 0.00 | 1.40E-04 | 1.40E-04 |
| Energy Source | 0.08 | 0.77 | 0.65 | 4.62E-04 | 0.06 | 0.06 |
| Mobile Source | 16.39 | 47.07 | 77.86 | 0.18 | 15.71 | 4.51 |
| **Total Maximum Daily Emissions** | **18.21** | **47.84** | **78.55** | **0.19** | **15.77** | **4.57** |
| SCAQMD Regional Threshold | 55 | 55 | 550 | 150 | 150 | 55 |
| **Threshold Exceeded?** | **NO** | **NO** | **NO** | **NO** | **NO** | **NO** |
| **Operational Activities – Winter Scenario** | **Emissions (lbs/day)** | | | | | |
| | VOC | $NO_X$ | CO | $SO_X$ | $PM_{10}$ | $PM_{2.5}$ |
| Area Source | 1.74 | 3.60E-04 | 0.04 | 0.00 | 1.40E-04 | 1.40E-04 |
| Energy Source | 0.08 | 0.77 | 0.65 | 4.62E-04 | 0.06 | 0.06 |
| Mobile Source | 14.57 | 48.23 | 73.45 | 0.17 | 15.71 | 4.51 |
| **Total Maximum Daily Emissions** | **16.40** | **48.99** | **74.14** | **0.18** | **15.77** | **4.57** |
| SCAQMD Regional Threshold | 55 | 55 | 550 | 150 | 150 | 55 |
| **Threshold Exceeded?** | **NO** | **NO** | **NO** | **NO** | **NO** | **NO** |

Source: CalEEMod operational-source emissions are presented in Appendix 3.1.

c) **Less Than Significant Impact.** As shown in **Table 6** below, the CAAQS designate the Project site as nonattainment for O3 PM10, and PM2.5 while the NAAQS designates the Project site as nonattainment for O3 and PM2.5. The AQMD has published a report on how to address cumulative impacts from air

pollution: [1]*White Paper on Potential Control Strategies to Address Cumulative Impacts from Air Pollution* In this report the AQMD clearly states (Page D-3):

> *…the AQMD uses the same significance thresholds for project specific and cumulative impacts for all environmental topics analyzed in an Environmental Assessment or Environmental Impact Report (EIR). The only case where the significance thresholds for project specific and cumulative impacts differ is the Hazard Index (HI) significance threshold for toxic air contaminant (TAC) emissions. The project specific (project increment) significance threshold is HI > 1.0 while the cumulative (facility-wide) is HI > 3.0. It should be noted that the HI is only one of three TAC emission significance thresholds considered (when applicable) in a CEQA analysis. The other two are the maximum individual cancer risk (MICR) and the cancer burden, both of which use the same significance thresholds (MICR of 10 in 1 million and cancer burden of 0.5) for project specific and cumulative impacts.*
>
> *Projects that exceed the project-specific significance thresholds are considered by the SCAQMD to be cumulatively considerable. This is the reason project-specific and cumulative significance thresholds are the same. Conversely, projects that do not exceed the project-specific thresholds are generally not considered to be cumulatively significant.*

Therefore, this analysis assumes that individual projects that do not generate operational or construction emissions that exceed the SCAQMD's recommended daily thresholds for project-specific impacts would also not cause a cumulatively considerable increase in emissions for those pollutants for which the 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.

**Table 6 — Attainment Status of Criteria Pollutants In The SCAB**

| Criteria Pollutant | State Designation | Federal Designation |
|---|---|---|
| $O_3$ – 1-hour standard | Nonattainment | -- |
| $O_3$ – 8-hour standard | Nonattainment | Nonattainment |
| $PM_{10}$ | Nonattainment | Attainment |
| $PM_{2.5}$ | Nonattainment | Nonattainment |
| CO | Attainment | Unclassifiable/Attainment |
| $NO_2$ | Attainment | Unclassifiable/Attainment |
| $SO_2$ | Unclassifiable/Attainment | Unclassifiable/Attainment |
| $Pb^1$ | Attainment | Unclassifiable/Attainment |

Note: See Appendix 2.1 for a detailed map of State/National Area Designations within the SCAB
"-" = The national 1-hour $O_3$ standard was revoked effective June 15, 2005.

[1] *REFERENCE: Urban Crossroads Air Quality Impact Analysis "The Commons at Hidden Springs – Page 47 AQMD White Paper Quoted therein.*

Construction Emissions

The Project-specific evaluation of emissions presented in the preceding analysis (**Tables 3 and 4**) demonstrates that, Project construction-source air pollutant emissions would not result in exceedances of regional thresholds. Therefore, Project construction-source emissions would be considered less than significant on a project-specific and cumulative basis.

Operational Emissions

The Project-specific evaluation of emissions presented in the preceding analysis demonstrates that Project operational-source air pollutant emissions would not result in exceedances of regional thresholds established by SCAQMD (**Table 5**). Therefore, Project operational-source emissions would be considered less than significant on a project-specific and cumulative basis.

Accordingly, the Project would not 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) and therefore would have a Less Than Significant Impact.

d) **Less Than Significant Impact with Mitigation**. The analysis makes use of methodology included in the SCAQMD *Final Localized Significance Threshold Methodology* (SCAQMD C). The SCAQMD has established that impacts to air quality are significant if there is a potential to contribute or cause localized exceedances of the NAAQS and CAAQS. Collectively, these are referred to as Localized Significance Thresholds (LSTs).

The SCAQMD established LSTs in response to the SCAQMD Governing Board's Environmental Justice Initiative I-44. LSTs represent the maximum emissions from a project that will not cause or contribute to an exceedance of the most stringent applicable federal or state ambient air quality standard at the nearest residence or sensitive receptor. The SCAQMD states that lead agencies can use the LSTs as another indicator of significance in its air quality impact analyses.

LSTs were developed in response to environmental justice and health concerns raised by the public regarding exposure of individuals to criteria pollutants in local communities. To address the issue of localized significance, the SCAQMD adopted LSTs that show whether a project would cause or contribute to localized air quality impacts and thereby cause or contribute to potential localized adverse health effects. The analysis makes use of methodology included in the LST Methodology.

Some people are especially sensitive to air pollution and are given special consideration when evaluating air quality impacts from projects. These groups of people include children, the elderly, individuals with pre-existing respiratory or cardiovascular illness, and athletes and others who engage in frequent exercise. Structures that house these persons or places where they gather to exercise are defined as "sensitive receptors". These structures typically include residences, hotels, hospitals, etc. as they are also known to be locations where an individual can remain for 24 hours. Consistent with the LST Methodology, the nearest land use where an individual could remain for 24 hours to the Project site (in this case the nearest residential land use) has been used to determine construction and operational air quality impacts for emissions of PM10 and PM2.5, since PM10 and PM2.5 thresholds are based on a 24-hour averaging time.

Commercial and industrial facilities are not included in the definition of sensitive receptor because employees and patrons do not typically remain onsite for a full 24 hours but are typically onsite for eight hours or less. The LST Methodology explicitly states that "*LSTs based on shorter averaging periods, such as the NO2 and CO LSTs, could also be applied to receptors such as industrial or commercial facilities since it is reasonable to assume that a worker at these sites could be present for periods of one to eight hours*." For purposes of analysis, if an industrial/commercial use is located at a closer distance to the Project site

than the nearest residential use, the nearest industrial/commercial use will be utilized to determine construction and operational LST air impacts for emissions of NO2 and CO an individual could be present at these sites for periods of one to eight hours.

Project-related Sensitive Receptors

Receptors in the Project study area are described below:

- R1: Located approximately 631 feet north of the Project site, R1 represents the existing residential homes (35992 Avry Way) north of Catt Road.
- R2: Location R2 represents the existing residential home located roughly 39 feet west of the Project site at 23527 Crystal Way.
- R3: Location R2 represents the existing residential home located roughly 47 feet west of the Project site at 23515 Crystal Way.
- R4: Location R2 represents the existing residential home located roughly 62 feet west of the Project site at 23347 Crystal Way.
- R5: Location R5 represents the existing residential home located roughly 57 feet west of the Project site at 23491 Crystal Way.
- R6: Location R6 represents the existing residential home located roughly 51 feet west of the Project site at 23483 Crystal Way.
- R7: Location R7 represents the existing residential home (23416 Onyx Way) on the west side of Stable Lanes Way approximately 386 feet from the Project site.
- R8: Location R8 represents the existing residential home located roughly 323 feet west of the Project site at 23413 Onyx Way.
- R9: Location R9 represents the existing residential homes on the north side of Stable Lanes Way at approximately 639 feet from the Project site.

The SCAQMD recommends that the nearest sensitive receptor be considered when determining the Project's potential to cause an individual and cumulatively significant impact. As such, the nearest receptor to evaluate localized impacts of PM10, PM2.5, NO2, and CO, is the existing residential home, represented by location R2, which is located approximately 39 feet/12 meters west of the Project.

Construction-Source LST Analysis

Since the total acreage disturbed is less than five acres per day for site preparation and grading activities, the SCAQMD's screening look-up tables are utilized in determining impacts. It should be noted that since the look-up tables identifies thresholds at only 1 acre, 2 acres, and 5 acres, linear regression has been utilized to determine localized significance thresholds. Consistent with SCAQMD guidance, the thresholds presented in **Table 7** were calculated by interpolating the threshold values for the Project's disturbed acreage.

**Table 7 — Maximum Daily Localized Emissions Thresholds**

| Pollutant | Construction Localized Thresholds |
|---|---|
| $NO_X$ | 303 lbs/day (Site Preparation) |
| | 257 lbs/day (Grading) |
| CO | 1,533 lbs/day (Site Preparation) |
| | 1,244 lbs/day (Grading) |
| $PM_{10}$ | 10 lbs/day (Site Preparation) |
| | 8 lbs/day (Grading) |
| $PM_{2.5}$ | 6 lbs/day (Site Preparation) |
| | 5 lbs/day (Grading) |

**Table 8** identifies the localized impacts at the nearest receptor location in the vicinity of the Project. Without mitigation, localized construction emissions would exceed the applicable SCAQMD LSTs for emissions of PM10 and PM2.5. **Table 9** identifies the localized impacts at the nearest receptor location in the vicinity of the Project. MM AQ-1 is recommended to reduce the PM10 and PM2.5 impacts. After implementation of MM AQ-1, construction emissions would not exceed the applicable SCAQMD LSTs for any criteria pollutant. MM AQ-1 requires that for construction equipment >150 hp, the Construction Contractor shall ensure that off-road diesel construction equipment that complies with EPA/CARB Tier 3 emissions standards and shall ensure that all construction equipment is tuned and maintained in accordance with the manufacturer's specifications. Therefore, a less than significant impact would occur from localized Project construction activities with incorporation of MM AQ-1.

**Table 8 — Localized Significance Summary of Construction (Without Mitigation)**

| On-Site Site Preparation Emissions | Emissions (lbs/day) | | | |
|---|---|---|---|---|
| | $NO_X$ | CO | $PM_{10}$ | $PM_{2.5}$ |
| **Maximum Daily Emissions** | **50.35** | **19.98** | **23.93** | **12.32** |
| SCAQMD Localized Threshold | 303 | 1,533 | 10 | 6 |
| **Threshold Exceeded?** | **NO** | **NO** | **YES** | **YES** |
| **On-Site Grading Emissions** | **Emissions (lbs/day)** | | | |
| | $NO_X$ | CO | $PM_{10}$ | $PM_{2.5}$ |
| **Maximum Daily Emissions** | **33.80** | **15.48** | **10.23** | **4.87** |
| SCAQMD Localized Threshold | 257 | 1,244 | 8 | 5 |
| **Threshold Exceeded?** | **NO** | **NO** | **YES** | **YES** |

**Table 9 — Localized Significance Summary of Construction (With Mitigation)**

| On-Site Site Preparation Emissions | Emissions (lbs/day) | | | |
|---|---|---|---|---|
| | $NO_X$ | $CO^5$ | $PM_{10}$ | $PM_{2.5}$ |
| **Maximum Daily Emissions** | **27.00** | **30.26** | **9.52** | **5.05** |
| SCAQMD Localized Threshold | 303 | 1,533 | 10 | 6 |
| **Threshold Exceeded?** | **NO** | **NO** | **NO** | **NO** |
| **On-Site Grading Emissions** | **Emissions (lbs/day)** | | | |
| | $NO_X$ | $CO^6$ | $PM_{10}$ | $PM_{2.5}$ |
| **Maximum Daily Emissions** | **20.80** | **24.47** | **4.28** | **2.23** |
| SCAQMD Localized Threshold | 257 | 1,244 | 8 | 5 |
| **Threshold Exceeded?** | **NO** | **NO** | **NO** | **NO** |

Operational-Source LST Analysis

The development of the proposed project is located on approximately 8.8 acres. According to SCAQMD LST methodology, LSTs would apply to the operational phase of a proposed project, if the project includes stationary sources, or attracts mobile sources that may spend long periods queuing and idling at the site (e.g., transfer facilities and warehouse buildings). The proposed project does not include such uses, and thus, due to the lack of significant stationary source emissions, no long-term localized significance threshold analysis is needed.

CO Hot Spot Analysis

As discussed below, the Project would not result in potentially adverse CO concentrations or "hot spots." An adverse CO concentration, known as a "hot spot", would occur if an exceedance of the state one-hour standard of 20 ppm or the eight-hour standard of 9 ppm were to occur. At the time of the 1993 Handbook, the SCAB was designated nonattainment under the CAAQS and NAAQS for CO.

It has long been recognized that CO hotspots are caused by vehicular emissions, primarily when idling at congested intersections. In response, vehicle emissions standards have become increasingly stringent in the last twenty years. Currently, the allowable CO emissions standard in California is a maximum of 3.4 grams/mile for passenger cars (there are requirements for certain vehicles that are more stringent). With the turnover of older vehicles, introduction of cleaner fuels, and implementation of increasingly sophisticated and efficient emissions control technologies, CO concentration in the SCAB is now designated as attainment.

Traffic volumes generating the CO concentrations for the "hot spot" analysis is shown on **Table 10**. As shown on **Table 10**, the highest trips on a segment of road is 5,556 vph on I-15 Freeway Northbound On-Ramp and Clinton Keith Road. Although Project-related traffic volumes are slightly higher than the traffic volumes identified in the 2003 AQMP, the proposed Project considered herein would not produce the volume of traffic required to generate a CO "hot spot" either in the context of the 2003 Los Angeles hot spot study or based on representative BAAQMD CO threshold considerations. Therefore, CO "hot spots" are not an environmental impact of concern for the Project. Localized air quality impacts related to mobile-source emissions would therefore be less than significant.

**Table 10 — Opening Year Cumulative (2021) With Project Traffic Volumes**

| Intersection Location | Peak Traffic Volumes (vph) | | | | |
|---|---|---|---|---|---|
| | Northbound (AM/PM) | Southbound (AM/PM) | Eastbound (AM/PM) | Westbound (AM/PM) | Total (AM/PM) |
| Palomar St./Clinton Keith Rd. | 785/692 | 671/520 | 910/757 | 1,106/1,629 | 3,472/3,597 |
| Hidden Springs Rd./Clinton Keith Rd. | 271/367 | 602/711 | 1,628/1,533 | 1,449/2,212 | 3,952/4,824 |
| I-15 Fwy. SB On-Ramp/Clinton Keith Rd. | 0/0 | 975/1,258 | 1,978/1,874 | 1,446/2,135 | 4,399/5,267 |
| I-15 Fwy. NB On-Ramp/Clinton Keith Rd. | 667/1,283 | 0/0 | 1,733/2,147 | 1,756/2,127 | 4,156/5,556 |

NB = Northbound; Rd. = Road; SB = Southbound; St. = Street
Source: *Clinton Keith Marketplace Traffic Impact Analysis* (Urban Crossroads, Inc., 2020).

Toxic Air Contaminants

In addition to criteria pollutants, toxic air contaminants (TACs) are another group of pollutants of concern. TACs are less pervasive in the urban atmosphere than criteria air pollutants; however, they are linked to short-term (acute) or long-term (chronic) health impacts. According to the 2013 California Almanac of Emissions and Air Quality, the majority of the estimated health risk from TACs can be attributed to relatively few compounds, the most important of which is diesel particulate matter (DPM). DPM is a subset of PM-2.5 because the size of diesel particles are typically 2.5 microns and smaller. The identification of DPM as a TAC in 1998 led the California Air Resources Board (CARB) to adopt the Risk Reduction Plan to Reduce Particulate Matter Emissions from Diesel-fueled Engines and Vehicles in September 2000. The plan's goals were expected to achieve 75-percent reduction in DPM by 2010 and an 85-percent reduction by 2020 from the 2000 baseline. Diesel engines emit a complex mixture of air pollutants, composed of gaseous and solid material. The visible emissions in diesel exhaust are known as particulate matter or PM, which includes carbon particles or "soot." Diesel exhaust also contains a variety of harmful gases and over 40 other cancer-causing substances. California's identification of diesel particulate matter as a TAC was based on its potential to cause cancer, premature deaths, and other health problems. Exposure to DPM is a health hazard, particularly to children whose lungs are still developing and the elderly who may have other serious health problems.

The proposed project's greatest potential for TAC emissions would be related to diesel particulate emissions associated with heavy-duty off-road equipment usage during construction. According to SCAQMD methodology, health effects from carcinogenic air toxics are usually described in terms of "maximum individual cancer risk." "Maximum Individual Cancer Risk" is the likelihood that a person exposed to concentrations of TACs over a 70-year lifetime will contract cancer, based on the use of standard risk-assessment methodology. Given the relatively limited number of heavy-duty construction equipment and the short-term construction schedule, the proposed project would not result in a long-term (i.e., 70-years) substantial source of TAC emissions and corresponding individual cancer risk. Therefore, the proposed project would not expose sensitive receptors to substantial sources of TAC emissions.

e) **Less Than Significant Impact.** Potential odors could arise from the diesel construction equipment used on-site, as well as from architectural coatings and asphalt off-gassing. Odors generated from the referenced sources are common in an urban environment and are not known to be substantially offensive to adjacent receptors. Additionally, odors generated during construction activities would be temporary and would disperse rapidly.

The SCAQMD CEQA Air Quality Handbook identifies certain land uses as sources of odors. These land uses include agriculture (farming and livestock), wastewater treatment plants, food processing plants,

chemical plants, composting facilities, refineries, landfills, dairies, and fiberglass molding. The proposed project would not include land uses identified by the SCAQMD as odor sources. Therefore, the project would result in less than significant impacts related to odor, and no mitigation is necessary.

**STANDARD CONDITIONS AND REQUIREMENTS**

In addition to the mitigation measure below, the following conditions and best available control measures (BACM) will apply to the Project:

1. Compliance with SCAQMD Rules including 402, 403, and 1113.
2. **BACM AQ-1** The contractor shall adhere to applicable measures contained in Table 1 of Rule 403 including, but not limited to:
    - All clearing, grading, earth-moving, or excavation activities shall cease when winds exceed 25 miles per hour (mph) per SCAQMD guidelines in order to limit fugitive dust emissions.
    - The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the Project are watered at least three (3) times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day.
    - The contractor shall ensure that traffic speeds on unpaved roads and Project site areas are limited to 15 mph or less.
3. **BACM AQ-2** The following measures shall be incorporated into Project plans and specifications as implementation of SCAQMD Rule 1113: Only "Low-Volatile Organic Compounds (VOC)" paints (no more than 50 gram/liter (g/L) of VOC) consistent with SCAQMD Rule 1113 shall be used.

**MITIGATION MEASURES**

**AQ-1** For construction equipment greater than 150 horsepower (>150 hp), the Construction Contractor shall ensure that off-road diesel construction equipment that complies with Environmental Protection Agency (EPA)/California Air Resources Board (CARB) Tier 3 emissions standards and shall ensure that all construction equipment is tuned and maintained in accordance with the manufacturer's specifications.

## 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 U.S. 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 U.S. Fish and Wildlife Service? | | ✓ | | |
| c) Have a substantial adverse effect on state or federally protected wetlands (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? | | ✓ | | |

This section restates the summarization of the methods and findings of various studies and reports by the project specialized environmental consultants:

- General Biological Resources Assessment report prepared by HELIX Environmental Planning dated January 28, 2020 (HELIX-GBRA). The purpose of this report is (1) to document the results of a biological resources technical study and (2) analyze the potential impacts of the project pursuant to the requirements of the adopted Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP).
- Determination of Biologically Equivalent or Superior Preservation prepared by Helix Planning and Environmental dated February 03, 2020 (HELIX-DBESP),
- Oak Tree Study & Arborist Report by Rebecca Latta Consulting dated November 12, 2019.

These reports are included in their entirety as Appendix 7.0, Appendix 8.0, and Appendix 9.0 respectively.

**DISCUSSION**

a) **Less Than Significant Impact with Mitigation Incorporated.**

Vegetation Communities

Nine vegetation communities and land cover types were identified within the study area (larger area surveyed for biological assessment of 15.15 acres), including southern willow scrub, oak woodland, Riversidean sage scrub, Riversidean sage scrub-disturbed, eucalyptus woodland, non-native grassland, ornamental/exotic, developed land, and disturbed land. The acreages mapped within the study area are provided in **Table 11**, *Vegetation Communities and Land Cover Types* below.

**Table 11 — Vegetation Communities and Land Cover**

| MSHCP Classification | Acres[1] |
|---|---|
| Southern Willow Scrub | 0.24 |
| Oak Woodland[2] | 0.14 |
| Riversidean Sage Scrub | 1.14 |
| Riversidean Sage Scrub-Disturbed | 1.05 |
| Eucalyptus Woodland | 2.59 |
| Non-native Grassland | 0.40 |
| Ornamental/Exotic | 0.04 |
| Developed Land | 0.72 |
| Disturbed Land | 8.83 |
| **TOTAL** | **15.15** |

[1] Acreage rounded to nearest 0.01.

[2] A portion of the oak woodland is not associated with a stream and is, therefore, not included in the Riparian/Riverine or CDFW jurisdictional acreage.

Southern Willow Scrub is considered a sensitive community pursuant to CDFW. The study area also supports 0.14 acre of oak woodland in a riparian setting and is therefore also considered sensitive. Southern willow scrub and oak woodland are streambed-associated and are considered CDFW jurisdiction and an MSHCP Riparian/Riverine Area.

Since both of these communities (Southern willow scrub and oak woodland) are under California Department of Fish and Wildlife (CDFW) jurisdiction and are also considered MSHCP Riparian/Riverine Areas, the project would mitigate for permanent impacts to these communities through compensatory mitigation as described below and in compliance with the MSHCP Riparian/Riverine policy.

Direct Impacts to Sensitive Plant and Animal Species

No rare plant species were observed on the study area during focused surveys; therefore, no impacts form the Project would occur.

Of the twelve sensitive animal species that were recorded within the vicinity of the study area, by HELIX, nine species were considered to have a potential to occur on the study area or were observed during field surveys. Seven of these species are fully covered under the MSHCP, including western spadefoot, orange-throated whiptail, southern California rufous-crowned sparrow, California horned lark, coastal California gnatcatcher, Stephen's kangaroo rat, and San Diego black-tailed jackrabbit. With payment of the MSHCP Local Development Mitigation Fee (LDMF), as well as compliance of all relevant MSHCP Policies, no additional mitigation is required for potential impacts to these eight species. In addition, the study area is

located within the Stephens' Kangaroo Rat Habitat Conservation Plan (SKRHCP) and is required to pay a Stephens' kangaroo rat mitigation fee for incidental take authorization under the SKRHCP.

The remaining two sensitive species that are not fully covered under the MSHCP include Burrowing Owl (BUOW), which is conditionally covered species under the MSHCP, and California glossy snake, which is not covered under the MSHCP, but which is not a state or federally listed species either. The BUOW is presumed absent from the study area based on negative focused surveys conducted on July 27, 2019, August 2, 2019, August 8, 2019, August 16, 2019, August 27, 2019, and August 29, 2019. (see appendix E to Appendix 7.0). However, since the study area supports suitable BUOW habitat, the MSHCP requires a survey to be conducted 30 days prior to commencement of construction to confirm absence of BUOW on the study area (as discussed below). Although California glossy snake is not a covered species under the MSHCP, the study area supports a limited amount of isolated patches of suitable Riversidean sage scrub. However, this species has not been observed in the vicinity since 1946 (CNDDB 2019). For these reasons, there is only a small likelihood that this species would occur on the study area. Finally, California glossy snake species is not a federal or state listed species. Therefore, impacts to suitable habitat for California glossy snake would not be considered significant. No mitigation is needed for potential impacts to California glossy snake habitat. **MM Bio-1** will be incorporated to address potential impacts related to burrowing owls that might colonize the site prior to construction. With MMBIO-1, impacts to BUOW habitat are considered less than significant.

Nesting Birds

Development of the proposed project could disturb or destroy active migratory bird nests including eggs and young, if construction is implemented during the bird breeding season (February 15 to August 31). Disturbance to or destruction of migratory bird eggs, young, or adults is in violation of the Migratory Bird Treaty Act (MBTA) and CFG Code; such impacts would be considered significant.

Development of the proposed project could disturb or destroy active migratory bird nests including eggs and young which might be nesting in trees on site. Disturbance to or destruction of migratory bird eggs, young, or adults is in violation of the MBTA and is, therefore, considered to be a potentially significant impact, which will be mitigated by Mitigation Measure **BIO-2.**

b) **Less Than Significant Impact with Mitigation Incorporated.** The emphasis of the MSHCP's Riparian/Riverine and vernal pool policy (Section 6.1.2 of the MSHCP) is on conservation of habitats capable of supporting MSHCP Covered Species which contribute to MSHCP Conservation Land. The priority for Riparian/Riverine and vernal pool habitats that have potential to contribute to the biological values of the MSHCP preserve is avoidance of direct impacts. Due to the rolling topography and small size of the site avoidance of impacts would result in a no project alternative.

HELIX determined there was 0.60 acres of riparian/riverine habitat on the study area. Of the total 0.60 acres, the Project will impact a total of 0.40 acres. Of the 0.40 acres to be impacted, 0.24 acre is comprised of southern willow scrub, 0.06 acre is comprised of coast live oak woodland, and 0.10 acre is riverine, unvegetated streambed (**Table 12 — Impacts to MSHCP Riparian/Riverine Resources).** The areas of the Project with these resources can be found in Appendix 7.0. No vernal pools or vernal pool habitat was identified by HELIX as being on the Project site.

**Table 12 — Impacts to MSHCP Riparian/Riverine Resources**

| RIPARIAN/RIVERINE RESOURCES | Existing (acres)[1] | Proposed Impacts (acres)[1] | Avoided (acres)[1] |
|---|---|---|---|
| **Riparian** | | | |
| Oak Woodland | 0.12 | 0.06 | 0.05 |
| Southern Willow Scrub | 0.24 | 0.24 | 0.00 |
| **SUBTOTAL** | 0.36 | 0.30 | 0.05 |
| **Riverine** | | | |
| Streambed | 0.24 | 0.10 | 0.14 |
| **SUBTOTAL** | 0.24 | 0.10 | 0.14 |
| **TOTAL** | **0.60** | 0.40 | **0.20** |

[1] Acreage rounded to nearest 0.01, with totals showing effects of rounding.

HELIX did not identify suitable habitat for any of the MSHCP 6.1.2 species, and therefore no focused surveys for these species was conducted.

The southern willow scrub is currently impacted from use as a homeless campsite which significantly reduces the habitat potential to support sensitive species and results in a removal of the understory. The functions of the Riverine streams in the study area are primarily water conveyance, sediment transport, and energy dissipation (hydrologic regime and flood attenuation). The southern willow scrub and oak woodland habitats provide all of the above along with providing habitat for nesting birds.

The study area and therefore the Riparian/Riverine resources are not within an area described for conservation by the MSHCP, however, the resources within the study area can contribute to downstream resources that are within the MSHCP Conservation Area. The connection to downstream resources under current conditions is via sheet flow, and as such limits the value that the study area resource has to downstream resources.

However, because there are 0.40 acre of impacts from the Project to Riparian/Riverine resources, mitigation pursuant to Section 6.1.2 of the MSHCP is required. As outlined on **Table 13**, mitigation for impact to Riparian resources are proposed to be at a 3:1 ratio. Mitigation for impact to Riverine resources are proposed to be at a 2:1 ratio. The mitigation is proposed to be via a Mitigation Bank or In Lieu Fee option. These options will provide for mitigation within a much broader conservation context with resources that will be of an equal or greater conservation value to the impacted southern willow scrub, coast live oak woodland, and streambed resources. The mitigation is proposed to occur at the Riverpark Mitigation Bank that provides re-establishment of alkali playa and vernal pool habitat which are two of the rarest habitat types in the MSHCP. Mitigation for impacts to Riparian/Riverine areas will be biologically equivalent or better than the disturbed riparian/riverine resources being impacted by the proposed project.

**Table 13 — Mitigation For Impacts To Riparian/Riverine Resources**

| Vegetation Type | Impacts* | Mitigation Ratio | Mitigation Required* |
|---|---|---|---|
| Coast live oak woodland | 0.06 | 3:1 | 0.18 |
| Southern willow scrub | 0.24 | 3:1 | 0.72 |
| Unvegetated Streambed | 0.10 | 2:1 | 0.20 |
| **TOTAL** | **0.40** | | **1.10** |

* acres

In addition to the compensatory mitigation that will be implemented by the Project through compliance with Section 6.1.2 of the MSHCP, other measures to minimize impacts which are a requirement of the MSHCP will include:

- Use of standard Best Management Practices (BMPs) to minimize the impacts during construction.
- Storage of equipment in upland areas, outside of drainages except as required by project design (restoration, trash removal, etc.).
- Implementation of source control and treatment control BMPs to minimize the potential contaminants that are generated during and after construction. Source control BMPs include landscape planning, roof runoff controls, trash storage areas, use of alternative building materials, and education of future tenants and residents. Treatment control BMPs includes detention basins, vegetated swales (bio-swales), drain inlets, and vegetated buffers. Water quality BMPs will be implemented throughout the project to capture and treat contaminants.
- Keeping the project clean of debris to the extent possible to avoid attracting predators. All food-related trash items shall be enclosed in sealed containers and regularly removed from site.
- Strict limitation of employee activities, vehicles, equipment, and construction material to the proposed project footprint, staging areas, and designated routes of travel.
- Fencing construction limits with orange snow screen and maintenance of exclusion fencing until the completion of construction activities.

c) **Less Than Significant Impact.**

Potential RWQCB Jurisdiction

Based on the results of the Hydrology Study (Appendix 11.0) dated November 29, 2021, one jurisdictional feature – a drainage complex – was observed on the study area. Segment 1 of this drainage complex originates from a culvert in the eastern portion of study area. This culvert drains the existing commercial development and I-15 to the east. Segment 1.2 of this drainage complex originates from a culvert which also drains existing commercial development from the east. Segments 1.1 and 1.3 of this drainage complex are small ephemeral drainages which drain into Segment 1 in the center of the study area. Segment 1 then flows through the study area and terminates at a culvert in the western portion of the study area, along Stable Lanes Road. This culvert drains onto the adjacent property to the northwest of the intersection of Stable Lanes Road and Clinton Keith Road. No wetlands or other special aquatic sites occur within the study area.

The study area supports a total of 0.32 acres (1,429.7 linear feet) of RWQCB jurisdiction. The impacts consist entirely of non-wetland waters of the State. Impacts to RWQCB jurisdiction will require a Clean Water Act (CWA) Section 401 ROWD authorization from the RWQCB.

Potential CDFW Jurisdiction

Potential CDFW jurisdiction on the site consists of 0.24 acre of southern willow scrub, 0.12 acre of oak woodland, and 0.24 acre of streambed. The study area included a couple erosional features that were determined to not be jurisdictional. Impacts to CDFW jurisdiction will require a Section 1602 Streambed Alteration Agreement from CDFW. Compensatory mitigation for permanent impacts to CDFW jurisdiction would be required as part of subsequent Section 1602 permitting requirements.

d) **No Impact.** Wildlife corridors connect otherwise isolated pieces of habitat and allow movement or dispersal of plants and animals. Corridors can be local or regional in scale; their functions may vary temporally and spatially based on conditions and species present. Local wildlife corridors allow access to resources such as food, water, and shelter within the framework of their daily routine. Animals use these corridors, which are often hillsides or tributary drainages, to move between different habitats. Regional corridors provide these functions over a larger scale and link two or more large habitat areas, allowing the dispersal of organisms and the consequent mixing of genes between populations.

The study area is not located within any MSHCP Linkages, which are areas within the Plan Area that are identified as having the potential to facilitate wildlife movement. The nearest linkage to the study area is Proposed Linkage 8, which is approximately 1.5 miles to the northeast of the study area and consists of upland habitat within the Sedco Hills and Wildomar area (Dudek 2003). The study area is not located within any linkages recognized by the South Coast Missing Linkages report. The nearest linkage described by the South Coast Missing Linkages report is the Santa Ana-Palomar Connection located approximately 12 miles to the southeast of the study area (South Coast Wildlands 2008).

The study area is constrained by commercial development and I-15 to the east and residential development to the west. The southwestern corner of the study area is adjacent to undeveloped land which connects to Murrieta Creek. The northern portion of the study area is also adjacent to undeveloped land which is constrained by residential development and I-15 further north. The study area supports mostly non-contiguous patches of native vegetation. These patches are isolated and do not connected to any other areas dominated by native vegetation. Larger open space areas dominated by native vegetation are located within the Santa Ana Mountains approximately 1.5 miles to the southwest of the study area and the unnamed hills 1.5 miles to the northeast of the study area. These areas do not directly connect to the study area due to existing residential and commercial development. Since the study area does not connect two or more large habitat areas, the study area is not considered a regional wildlife corridor. Therefore, no impact would occur.

e) **Less Than Significant Impact.** Certified arborists Rebecca Latta and Matthew South conducted a tree survey on November 12, 2019. A total of 25 oaks and 3 cottonwoods were found in the Project site survey area. All 3 of the cottonwoods and 18 of the oaks occur within the proposed development area, and 7 of the oaks occur in the adjacent two parcels that will not be developed. It should be noted that several of the oaks were near a homeless encampment and data were estimated in this area.

A total of 113 sugar gum eucalyptus and 86 willow were counted in the project area, and the sugar gum on the adjacent parcels were not surveyed. The willows were dominated by arroyo willow and only a few large Gooding's black willow were observed.

Twohorned gall wasp (Drycosmus dubiosus), a type of oak gall wasp was present on many of the oak trees. While it can cause unsightly dieback in the leaves, it is not a serious issue. No Gold spotted oak borer or invasive shot hole borers were observed on the oaks.

The entire project area will be developed, and as a result, all the trees on site will be removed. Trees that would be removed include Cottonwood #'s 1-3, Oaks #'s 1-18, all 86 willows, and 113 sugar gum trees identified during the survey on the project site. Only the smallest oaks would be candidates for relocation. The position of the trees on slopes and proximity to other trees may make relocation infeasible. Oak #'s 19-25 are outside of the proposed development area and based on the distance from proposed development, it is likely that these trees would avoid impacts during construction and operation of the project.

Accordingly, the impacts will be less than significant.

f) **Less Than Significant Impact with Mitigation Incorporated.** The project was evaluated for consistency with the MSHCP because the City of Wildomar is a Permittee to the MSHCP. The following aspects of the MSHCP need to be evaluated for Projects in the City:

MSHCP Reserve Assembly requirements

The Project site is not located in a Criteria Cell of the MSHCP. Therefore, the Project is not subject to the Reserve Assembly requirements of the MSHCP.

Section 6.1.2 (Protection of Species Associated with Riparian/Riverine Areas and Vernal Pools)

Pursuant to the discussion above under Threshold b, the Project supports 0.40 acres of habitat considered Riparian/Riverine under the MSHCP. No vernal pool habitat has been identified on site. The project will comply with Section 6.1.2 through implementation of mitigation pursuant to the Determination of Biologically Equivalent or Superior Preservation (DBESP) prepared by HELIX. Mitigation outlined on Table 13 will be a mitigation requirement as outlined in **MMBIO-3** below.

Section 6.1.3 (Protection of Narrow Endemic Plant Species);

The study area is not located within a NEPSSA; therefore, no focused surveys were required, and the proposed project is consistent with Section 6.1.3 of the MSHCP.

Section 6.1.4 (Guidelines Pertaining to the Urban/Wildlands Interface)/Construction Guidelines Section 7.5.3

Section 6.1.4 of the MSHCP addresses potential indirect impacts to MSHCP Conservation Area lands via the Urban/Wildlands Interface Guidelines (UWIG). The study area does not occur adjacent to an MSHCP Conservation Area. Although the project does not directly drain into an MSHCP Conservation Area, storm water flows from the site could ultimately reach a downstream Conservation Area. The project would adhere to the Construction Guidelines in Section 7.5.3 of the MSHCP and would incorporate measures, including general construction Best Management Practices and those required through the National Pollutant Discharge Elimination System to ensure that the quantity and quality of runoff discharged off-site is not altered in an adverse way when compared with existing conditions. The project shall be designed to prevent the release of toxins, chemicals, petroleum products, exotic plant materials, or other elements that might degrade or harm biological resources or ecosystem processes downstream from the study area. Detention basins within the project footprint will ensure that there is no increase in flows leaving the study area.

Section 6.3.2 (Additional Survey Needs and Procedures)

The study area is not located in a CASSA, Amphibian Species Survey Area, or Mammal Species Survey Area as outlined in Section 6.3.2 of the MSHCP. Therefore, project impacts to CASSA species or sensitive amphibian or mammal species are not anticipated. The project is in the survey area for BUOW. The MSHCP requires a habitat assessment and focused surveys if suitable BUOW habitat occurs on the study area. The study area was determined to support suitable habitat for BUOW; and as such, protocol BUOW survey were conducted in accordance with County survey protocol (County 2006). No BUOW or sign of the species was detected during the surveys conducted on July 27, 2019, August 2, 2019, August 8, 2019, August 16, 2019, August 27, 2019, and August 29, 2019. (see Appendix E to Appendix 7.0). According to CNDDB, the nearest record of BUOW is from 2007, approximately 3.4 miles to the northwest of the study area. Although the focused BUOW surveys were negative, a 30-day pre-construction survey is required in accordance with MSHCP requirements (Mitigation Measure **BIO-1**). Therefore, the proposed project would be consistent with Section 6.3.2 of the MSHCP.

Section 6.4 (Fuels Management)

The study area is not adjacent to an MSHCP Conservation Area. Therefore, fuel modification impacts would not extend into a Conservation Area. The project is consistent with Section 6.4 of the MSHCP.

**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** Within 30 days prior to initiating ground disturbing activities, the Project Proponent shall retain a qualified biologist to complete a pre-construction avoidance survey, in accordance with the MSHCP guidelines. If the pre-construction survey is negative and BUOW is confirmed absent, then ground-disturbing activities shall be allowed to commence, and no further mitigation would be required. If BUOWs have colonized the study area prior to initiation of construction, the Project Proponent shall immediately inform RCA and the wildlife agencies (CDFW and USFWS). A BUOW Protection and Relocation Plan shall be prepared in accordance with CDFW's guidance on burrowing owl protection and relocation prior to initiating ground disturbance.

**BIO-2** Vegetation clearing for the project shall be conducted outside the avian nesting season, which is generally defined as February 15 to August 31. If vegetation clearing must take place during the nesting season, a qualified biologist shall perform a pre-construction Nesting Bird Survey no more than seven days prior to vegetation impacts. Results of the survey shall be submitted to the City for review and approval prior to initiating impacts during the breeding season. If active bird nests are confirmed to be present during the pre-construction survey, the project biologist shall delineate an appropriate buffer between 100 and 300 feet (500 feet for raptors) around each nest. Construction activities within the buffer shall not be permitted until nesting behavior has ceased, nests have failed, or young have fledged. The project biologist may modify the buffer or propose other recommendations in order to minimize disturbance to nesting birds.

**BIO-3** The proposed project will impact approximately 0.40 acres of MSHCP Riparian/Riverine habitat. Pursuant to Table 13 herein, the project will provide a total of 1.10 acres of mitigation at the ratios

outlined in Table 13 at an approved Mitigation Bank or an approved In Lieu Fee Program. The mitigation is proposed to occur at the Riverpark Mitigation Bank or other Mitigation Bank should credits not be available at the Riverpark Mitigation Bank that provides re-establishment of alkali playa and vernal pool habitat which are two of the rarest habitat types in the MSHCP. Proof of mitigation credit purchase shall be provided to the City prior to issuance of grading permits.

## 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 pursuant to Section 15064.5? | | ✓ | | |
| b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5? | | ✓ | | |
| c) Disturb any human remains, including those interred outside of dedicated cemeteries? | | | ✓ | |

A Cultural Resources Survey was prepared by HELIX Environmental Planning in July of 2020 (see **Appendix 12.0**).

**DISCUSSION**

a) **Less Than Significant Impact with Mitigation Incorporated**.

Section 15064.5 defines historic resources as resources listed or determined to be eligible for listing by the State Historical Resources Commission, a local register of historical resources, or lead agency. Generally, a resource is considered to be "historically significant" if it meets one of the following criteria:

i. Is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage;

ii. Is associated with the lives of persons important in our past;

iii. 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

iv. Has yielded, or may be likely to yield, information important in prehistory or history.

The majority of the project site has been disturbed by twentieth-century agricultural and maintenance activities and through modern usage as a homeless encampment. The Cultural Resources Survey shows that the project site does not contain structures listed in the National Register Historic Places Index or the Archaeological Determinations of Eligibility. Although the pipe, concrete remnants, and the cinderblock foundation were observed during the survey, none could be determined to be 45 years or older in age, and thus are not considered to be historic cultural resources. However, while no significant cultural resources have been identified within the project area, the ground surface in portions of the project is obscured by leaf litter and vegetation, obscuring visibility. In addition, the area is known to be culturally sensitive to local Native American tribes. Based on this, **MM TRI-1**, **TRI-2**, **TRI-3**, **TRI-4**, and **TRI-5** are required.

b) Archaeological resources are prehistoric or historic evidence of past human activities, including structural ruins and buried resources. The Cultural Resources Survey states that the archaeological investigation of the project site included a review of an archaeological records search performed by staff at the Eastern Information Center (EIC) on August 13, 2019. The EIC has a record of 11 previously recorded cultural resources within a one-mile radius of the project area; however, no resources have been recorded

within the project site itself. The resources recorded within the one-mile search radius include two prehistoric sites, three prehistoric isolates, four historic sites, and two historic buildings. Furthermore, the EIC records also indicated that there has been a total of 105 cultural resource studies conducted within the records search limits, four of which were adjacent to the project and one of which is situated within a portion of the project area. The Cultural Resources Survey states that as no archaeological resources have been identified within the project site and that the area within a one-mile radius of the site is of low sensitivity for archaeological resources, the likelihood for discovery of archaeological resources is also low. However, Cultural Resources Survey notes that the ground surface in portions of the project is obscured by leaf litter and vegetation, obscuring visibility. Based on this, **MM TRI-1**, **TRI-2**, **TRI-3**, **TRI-4**, and **TRI-5** are required, and would reduce impacts to a less than significant level.

c) **Less Than Significant.** The proposed project would involve grading and excavation below the surface. California Health and Safety Code Section 70520.5 requires that in the event that human remains are discovered within the project site, disturbance of the site shall halt and remain halted until the coroner has conducted an investigation into the circumstances, manner, and cause of any death, and the recommendations concerning the treatment and disposition of the human remains have been made to the person responsible for the excavation, or to his or her authorized representative. If the coroner determines that the remains are not subject to his or her authority and if the coroner recognizes or has reason to believe the human remains to be those of a Native American, he or she shall contact, by telephone within 24 hours, the Native American Heritage Commission. The project would comply with existing law, and potential impacts to human remains is less than significant.

**STANDARD CONDITIONS AND REQUIREMENTS**

None required.

**MITIGATION MEASURES**

See MM TRI-1 through TRI-5.

## 6. **Energy**

| Issues, would the project: | Potentially Significant Impact | Less Than Significant Impact with Mitigation Incorporated | Less Than Significant Impact | No Impact |
|---|---|---|---|---|
| a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation? | | | ✓ | |
| b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency? | | | ✓ | |

a) **Less Than Significant Impact**.

Construction

An Energy Analysis was prepared by Urban Crossroads, dated October 18, 2021, and is included as **Appendix 13.0**. Construction and operational energy demands were evaluated.

The estimated power cost of on-site electricity usage during the construction of the Project is assumed to be approximately $13,048.05. Additionally, based on the assumed power cost it is estimated that the total electricity usage during construction, after full Project build-out, is calculated to be approximately 136,222 kWh.

Construction equipment used by the Project would result in single event consumption of approximately 14,388 gallons of diesel fuel. Construction equipment use of fuel would not be atypical for the type of construction proposed because there are no aspects of the Project's proposed construction process that are unusual or energy-intensive, and Project construction equipment would conform to the applicable CARB emissions standards, acting to promote equipment fuel efficiencies.

Construction worker trips for full construction of the Project would result in the estimated fuel consumption of 16,148 gallons of fuel. Additionally, fuel consumption from construction vendor and hauling trips (medium-heavy duty trucks [MHDTs] and heavy-heavy duty trucks [HHDTs]) will total approximately 21,733 gallons. Diesel fuel would be supplied by City and regional commercial vendors. Indirectly, construction energy efficiencies and energy conservation would be achieved using bulk purchases, transport and use of construction materials. Fuel efficiencies are getting better within on and off-road vehicle engines due to more stringent government requirements. As supported by the preceding discussions, Project construction energy consumption would not be considered inefficient, wasteful, or otherwise unnecessary.

Transportation

Transportation energy use depends on the type and number of trips, vehicle miles traveled, fuel efficiency of vehicles, and travel mode. Transportation energy use during construction would come from the transport and use of construction equipment, delivery vehicles and haul trucks, and construction employee vehicles that would use diesel fuel and/or gasoline. The use of energy resources by these vehicles would fluctuate according to the phase of construction and would be temporary. The majority of construction equipment during demolition and grading would be gas powered or diesel powered, and the later construction phases would require electricity-powered equipment. Impacts related to

transportation energy use during construction would be temporary and would not require expanded energy supplies or the construction of new infrastructure. Impacts would not be significant.

Operation

Operational use of energy would include heating, cooling, and ventilation of buildings; water heating; operation of electrical systems, security, and control center functions; use of on-site equipment and appliances; and indoor, outdoor, perimeter, and parking lot lighting. The Project proposes conventional commercial retail uses reflecting contemporary energy efficient/energy conserving designs and operational programs. The Project does not propose uses that are inherently energy intensive and the energy demands in total would be comparable to other commercial retail land use projects of similar scale and configuration. Additionally, the proposed project would be subject to the more stringent 2019 Title 24 standards. The impacts would be less than significant.

Electricity

Project facility operational energy demands are estimated at: 1,648,734 kWh/year of electricity. In 2017, the latest year for which data are available, SCE provided over 85,879 GWh of electricity to its customers. Prior to final building plan submittal, the project applicant would provide project plans to SCE to prepare a Method-of-Service Study to determine exact location of electrical connections at the site and establish estimated electricity demand. Additionally, because the proposed project would be subject to the more stringent 2019 Title 24 standards, the project's electricity demand would not result in significant impacts. Therefore, impacts are less than significant.

Natural Gas

The project would construct new facilities at the project site that would result in an increase in gas demands (Project facility operational energy demands are estimated at: 3,373,474 kBTU/year of natural gas). The use of natural gas would be limited to building heating. Parking lots do not generate demand for natural gas. Therefore, impacts are less than significant.

Renewable Energy

Project development would not interfere with achievement of the 60 percent Renewable Portfolio Standard set forth in SB 100 for 2030 or the 100 percent standard for 2045. These goals apply to SCE and other electricity retailers. As electricity retailers reach these goals, emissions from end user electricity use will decrease from current emission estimates. As such, the impact will be less than significant.

b) **Less Than Significant Impact**. The City of Wildomar is within SCAG's 2016–2040 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), a long-range visioning plan that balances future mobility and housing needs with economic, environmental, and public health goals.

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 City of Wildomar does not have its own renewable energy plan; however, the City does encourage the use of renewable energy via solar panels, recycling, etc. The proposed project would be subject to 2019 Title 24, Part 6, standards, which sets standards that improve energy efficiency of newly constructed buildings. Additionally, all contractors and waste haulers are required to comply with the Countywide

Integrated Waste Management Plan, which requires a minimum diversion of 50 percent of waste project materials from disposal. Therefore, the project would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency.

**STANDARD CONDITIONS AND REQUIREMENTS**

None required.

**MITIGATION MEASURES**

None required.

## 7. Geology and Soils

| Issues, would the project: | Potentially Significant Impact | Less Than Significant Impact with Mitigation Incorporated | Less Than Significant Impact | No Impact |
|---|---|---|---|---|
| a) Directly or indirectly cause 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 direct or indirect 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? | | | | ✓ |
| f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? | | ✓ | | |

CTE South, Inc. prepared a Geotechnical Report, November 12, 2019, and Geotechnical Update Report and Percolation Test Results, dated January 22, 2022, for the proposed project. These reports are included as **Appendix 14.0** and **Appendix 15.0** of this Initial Study, respectively.

**DISCUSSION**

a) A Paleontological Inventory Report was prepared by Paleo Solutions, Inc. (Paleo Solutions), and is incorporated herein as **Appendix 16.0.** Based on geologic mapping by Kennedy and Morton (2003) and

Morton and Miller (2006), the Project area is underlain by Pleistocene-age Pauba Formation, Sandstone Member (Qps) and Pleistocene- and Pliocene-age Sandstone and Conglomerate of Wildomar Area, Sandstone Unit (QTws). According to the literature and online database review and museum record search results from the WSC, no fossil localities have been recorded within the bounds of the Project area; however, several fossil localities have been recorded in the vicinity of the Project area. The pedestrian field survey conducted on August 15, 2019, confirmed the presence of the Pleistocene- and Pliocene-age Sandstone and Conglomerate of Wildomar Area, Sandstone Unit (QTws) within the Project area, but the Pleistocene-age Pauba Formation, Sandstone Member (Qps) was not observed. The pedestrian field survey also confirmed the presence of unmapped recent artificial fill/previously disturbed (e.g., disked) sediments at the surface of the Project area. No fossil localities were observed or recorded during the pedestrian field survey.

The Bureau of Land Management (BLM) Potential Fossil Yield Classification (PFYC) system (BLM, 2016) was used to evaluate the paleontological potential of the geologic units within the Project area. Pleistoceneage Pauba Formation, Sandstone Member (Qps) and Pleistocene- and Pliocene-age Sandstone and Conglomerate of Wildomar Area, Sandstone Unit (QTws) have a high and moderate paleontological potential (PFYC 4 and 3), respectively. Unmapped Recent artificial fill/previously disturbed sediments (af) have low paleontological potential (PFYC 2).

Project excavations may extend several feet below the current ground surface within the Project area. The Pleistocene- and Pliocene-age Sandstone and Conglomerate of Wildomar Area, Sandstone Unit (QTws) was observed in the Project area during the field survey. Additionally, the contact between the low paleontological potential unmapped recent artificial fill/previously disturbed sediments (af) and the high potential Pleistocene-age Pauba Formation, Sandstone Member (Qps) is likely at shallow depth. Therefore, grading and other earthmoving activities may potentially result in significant adverse direct impacts to paleontological resources throughout the entirety of the Project area.

i) **Less Than Significant Impact with Mitigation Incorporated**.

Geomorphically, the subject site is situated on the western margin of the Perris structural block. The Perris structural block lies within the Peninsular Range Geomorphic Province and is a relatively stable, rectangular area located between the Elsinore and San Jacinto fault zones. As shown in the geotechnical report prepared by CTE South, Inc. (see **Appendix 14.0**), the site is not located within an Alquist-Priolo Earthquake Fault Zone. As defined by the California Geological Survey, an active fault is one that has had surface displacement within the Holocene Epoch (roughly the last 11,000 years). The site is not located in or adjacent to an Alquist-Priolo Earthquake Fault Zone. The nearest mapped Earthquake Fault Zone is the Elsinore Fault, located approximately 0.3 miles away from the project site. Based on CTE South's site reconnaissance and review of the referenced literature, no known active fault traces underlie the site. Based on their investigation, the potential for surface rupture from displacement or fault movement beneath the improvements is considered low. However, because the project site is located within a seismically active region, Mitigation Measure **GEO-1**, which states that the project applicant shall incorporate all recommendations made in the geotechnical report, will be implemented which would reduce impacts to less than significant. Additionally, based on the potential for Project excavations to impact significant paleontological resources, full-time monitoring is recommended during ground-disturbing activities in geologic units of moderate to high paleontological potential. Therefore, this impact is less than significant with mitigation incorporated.

ii) **Less Than Significant Impact with Mitigation Incorporated.** The California Geological Survey broadly groups faults as "Class A" or "Class B". Class A faults are identified based upon relatively well-defined paleoseismic activity and a fault slip rate of more than 5 millimeters per year (mm/yr). Class B

faults are all other faults that are not defined as Class A faults. There is one active fault within 0.3 miles of the Project Site with a Maximum Earthquake Magnitude of 6.87 (the Elsinore – Temecula Fault) and is classified as Class A. After implementation of Mitigation Measures **GEO-1** through **GEO-7**, the impacts will be less than significant with mitigation incorporated.

iii) **Less Than Significant Impact.** According to the Geotechnical Report, the potential for liquefaction is considered very low to remote due to unlikely to the recommended compact fill, low groundwater level, and density of the deeper earth materials onsite. Therefore, the potential for liquefaction is less than significant.

iv) **No Impact.** The site is relatively flat and not surrounded by steep hillsides that would pose a landslide risk. According to the Geotechnical Report, no landslide debris was observed during a subsurface exploration, and no known ancient landslides exist on or in the vicinity of the site. No geomorphic expressions that may indicate landsliding are shown on geologic maps of the site (CTE South, 2019). Therefore, no impact would occur.

b) **Less Than Significant Impact with Mitigation Incorporated**. Construction of the proposed project may result in soil erosion because grading and construction can loosen surface soils and make soils susceptible to the effects of wind and water movement across the surface. The City 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 and would include best management practices (BMPs). Best management practices may include but are not limited to covering of the disturbed or stockpiled soil, use of a dust-inhibiting material, landscaping, use of straw and jute to slow and channelize stormwater runoff, hydroseeding, and grading in a pattern than slows stormwater flow and reduces the potential for erosion. Compliance with BMPs is required by the federal and state Clean Water acts.

Additionally, since this project involves clearing, grading, or excavation that causes soil disturbance of one 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). Furthermore, the project is required to prepare and comply with an approved 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 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 require new development or redevelopment projects to control stormwater runoff by implementing appropriate BMPs to prevent the deterioration of water quality. As indicated by the geotechnical report, cut and fill is required for the site, and that would disturb the site topsoil. The displacement of soil through cut and fill would be controlled by chapter 33 of the 2019 California Building Code relating to grading and excavation, other applicable building regulations, and standard construction techniques. Therefore, compliance with the recommendations of the geotechnical report for cut and fill during construction (mitigation measure **GEO-1** through **GEO-7**) would reduce impacts to less than significant.

c) **Less Than Significant Impact**. See discussions under Thresholds a.iii) and a.iv). The project site is not at risk for landslide, and risk of liquefaction is low (CTE). The likelihood of onsite lateral spreading, which

is the lateral movement of gently to steeply sloping and saturated soils caused by earthquake-induced liquefaction, would be low to remote. The proposed structures would be supported by compacted fill and competent alluvium, with groundwater at a depth greater than 30 feet, as well as the deeper onsite earth materials are considered dense. Additionally, as groundwater was not observed during the subsurface exploration, the probability of collapse or subsidence are low. Impacts are less than significant, and no mitigation is required**.**

d) **Less Than Significant Impact**. CTE addressed Compressible and Expansive Soils in Section 5.4.6 of its report, concluding, that based on their investigation and laboratory testing, site soil and rock materials are not expected to be compressible relative to the post-construction overburden. Based on the results of expansion index and Atterberg limits testing, CTE found that site soils are anticipated to have very low expansion potential. Therefore, the impacts are less than significant.

e) **No Impact**. The Project site is planned to be served by existing sewers in Clinton Keith Way and Hidden Springs Road; septic systems are not planned for wastewater disposal. Therefore, no impact would occur.

f) **Less Than Significant Impact with Mitigation Incorporated**. Paleontological resources are fossilized remains of past life on earth such as bones, shells, leaves, tracks, burrows, and impressions. There is some possibility that fossils could be present in the site soils and thus could be damaged by project grading and/or construction activities. In order to ensure that impacts to paleontological resources do not occur, implementation of mitigation measure **PAL-1**, which outlines recommendations if fossils are found onsite, would reduce impacts to less than significant.

**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** All recommendations contained in the Geotechnical prepared by CTE South, Inc. and dated November 12, 2019 shall be implemented as mitigation measures.

**PAL-1** Prior to construction, a Qualified Paleontologist should be retained and a Paleontological Resources Impact Mitigation Program (PRIMP) should be prepared that outlines paleontological mitigation and fossil discovery procedures. Any subsurface bones or potential fossils that are unearthed during construction should be evaluated, recorded, and reported by a Qualified Paleontologist, and, if significant, curated at the Western Science Center (WSC) or another appropriate repository.

## 8. 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? | | | ✓ | |

A Greenhouse Gas Emissions Assessment was prepared by Urban Crossroads on October 18, 2021 (see **Appendix 4.0**). The analysis was prepared to evaluate the potential for the proposed project to contribute to greenhouse gas emissions.

**DISCUSSION**

a) **Less Than Significant Impact**. The City of Wildomar has not adopted its own numeric threshold of significance for determining impacts with respect to GHG emissions. A screening threshold of 3,000 MTCO2e/yr to determine if additional analysis is required is an acceptable approach for small projects. This approach is a widely accepted screening threshold used by the City of Wildomar and numerous cities in the South Coast Air Basin and is based on the SCAQMD staff's proposed GHG screening threshold for stationary source emissions for non-industrial projects, as described in the SCAQMD's *Interim CEQA GHG Significance Threshold for Stationary Sources, Rules and Plans* ("SCAQMD Interim GHG Threshold"). Based on guidance from the SCAQMD, if a non-industrial project would emit GHGs less than 3,000 MTCO2e per year, the project is not considered a substantial GHG emitter and the GHG impact is less than significant, requiring no additional analysis and no mitigation. On the other hand, if a non-industrial project would emit GHGs in excess of 3,000 MTCO2e/yr, then the project could be considered a substantial GHG emitter, requiring additional analysis and potential mitigation.

For construction phase Project emissions, GHGs are quantified and amortized over the life of the Project. To amortize the emissions over the life of the Project, the SCAQMD recommends calculating the total GHG emissions for the construction activities, dividing it by a 30-year project life then adding that number to the annual operational phase GHG emissions. As such, construction emissions were amortized over a 30-year period and added to the annual operational phase GHG emissions.

Based on the analysis prepared by Urban Crossroads, the annual GHG emissions associated with the operation of the proposed Project are estimated to be 2,551.39 MTCO2e/yr as summarized in **Table 14** below.

**Table 14 — Project GHG Emissions Without Mitigation**

| Emission Source | Emissions (MT/yr) | | | |
|---|---|---|---|---|
| | $CO_2$ | $CH_4$ | $N_2O$ | Total $CO_2E$ |
| Annual construction-related emissions amortized over 30 years | 25.23 | 3.3E-03 | 1.3E-03 | 25.73 |
| Area Source | 9.71E-03 | 3.00E-05 | – | 0.01 |
| Energy Source | 472.42 | 0.03 | 6.29E-03 | 474.99 |
| Mobile Source | 1,773.79 | 0.15 | 0.12 | 1,812.64 |
| Waste | 81.41 | 4.81 | – | 201.68 |
| Water Usage | 26.94 | 0.29 | 7.8E-03 | 36.34 |
| Total $CO_2E$ (All Sources) | 2,551.39 | | | |

Source: CalEEMod model output, See Appendix 3.1 for detailed model outputs.

As demonstrated by **Table 14**, the Project would not exceed the SCAQMD's recommended numeric threshold of 3,000 MTCO2e/yr if it were applied. As such, project-related emissions would have a less than significant direct or indirect impact on GHG and climate change and no mitigation measures are required.

b) **Less Than Significant Impact**. Pursuant to 15604.4 of the CEQA Guidelines, a lead agency may rely on qualitative analysis or performance-based standards to determine the significance of impacts from GHG emissions. As such, the Project was analyzed for consistency with AB 32, SB 32, and the WRCOG's CAP are discussed below. Based on the report prepared by Urban Crossroads (**Appendix 4.0),** the Project will not conflict with any of the provisions of the AB 32 scoping plan prepared by ARB, and in fact supports seven of the action categories through energy efficiency, water conservation, recycling, and landscaping. Similarly, the Project will not conflict with any of the SB 32 action categories, and in fact supports several of them.

The City of Wildomar is a participant in the WRCOG Subregional CAP. The specific goals and actions that are applicable to the proposed Project include those pertaining to energy and water use reduction, promotion of green building measures, waste reduction, and reduction in vehicle miles traveled. Projects that demonstrate consistency with the strategies, actions, and emission reduction targets contained in the CAP would have a less than significant impact on climate change. The proposed Project would be required to include all mandatory green building measures for new developments under the CALGreen Code, which would require that the new buildings reduce water consumption, employ building commissioning to increase building system materials. In addition, the City's requires that all landscaping comply with water efficient landscaping requirements. The implementation of these stricter building and appliance standards would result in water, energy, and construction waste reductions for the proposed Project. The proposed Project will be compliant with the goal and objectives set forth in the WRCOG's Subregional CAP with implementation of applicable requirements of California Building Code Title 24 and the CALGreen Code. It should be noted that the CAP is currently in the process of updating its strategies to reduce GHG emissions for all sectors and establish GHG targets for the year 2050.

As shown, the Project does not conflict with any applicable plans or policies adopted for the purpose of reducing GHG emissions.

**STANDARD CONDITIONS AND REQUIREMENTS**

1. The project shall comply with all applicable requirements of California Building Code Title 24 and the CALGreen Code.

**MITIGATION MEASURES**

None required.

## 9. **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 § 65962.5 and, as a result, would it 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 two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area? | | | | ✓ |
| f) For a project within the vicinity of a private airstrip, would the Project 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, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires? | | | ✓ | |

A Phase I Environmental Site Assessment (ESA) was prepared by CTE South, Inc. on July 15, 2020. The entire Phase I ESA can be found in **Appendix 17.0**.

**DISCUSSION**

a-b) **Less Than Significant Impact**. 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, storage, and disposal of these materials would comply with existing regulations established by several agencies, including the

Department of Toxic Substances Control, the US Environmental Protection Agency (EPA), the US Department of Transportation, and the Occupational Safety and Health Administration.

The proposed land uses are consistent with the allowable land uses for the current designated Land Use under the General Plan and consistent with the allowable land uses under the current zoning. The proposed land uses of retail shops, offices, restaurants and a carwash would not require routine transport, use or disposal of hazardous material except for that which may be packaged product and sold in the retail uses onsite which are subject to state and local regulations.

The proposed project is 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. Compliance with federal, state, and local laws and regulations would result in a less than significant impact.

c) **Less Than Significant Impact**. There are no schools within 0.25-mile of the project site. Operation of the proposed project would not generate hazardous emissions or require the handling of acutely hazardous materials, substances, or waste. Therefore, the proposed project would result in a less than significant impact.

d) **Less Than Significant Impact**. A Phase I ESA was prepared for the project (see **Appendix 17.0**). The Phase I ESA was performed in general accordance with the scope and limitations of the American Society for Testing and Materials (ASTM) Phase I ESA Standard E1527-2013 (equivalent to the US Environmental Protection Agency's All Appropriate Inquiry [AAI] Standard) and All Appropriate Inquiry Standards found at 40 C.F.R. Part 312. Based upon the site reconnaissance, historical review, regulatory records review, and other information in the report, there was no evidence of recognized environmental conditions, including under- and above-ground storage tanks, asbestos-containing materials, lead-based paint, polychlorinated biphenyls, high-level radon, or other hazardous waste in connection with the project site (see **Appendix 12.0**).

The subject site is not listed on the reviewed databases dealing with hazardous material/waste generation, storage, and disposal. The subject site has also not been listed as a cleanup site by agencies such as the United States Environmental Protection Agency (USEPA), Department of Toxic Substance Control (DTSC), or the Regional Water Quality Control Board (RWQCB). The EDR report databases were cross checked with Geotracker, a publicly available online resource for properties under environmental review. The site was not listed on the Geotracker database. Properties in the nearby vicinity of the subject site were listed on databases searched in the EDR report. Most of these databases track properties or businesses that handle regulated hazardous materials/waste or have records as a cleanup site in the past or present. Nearby properties that are at or above the subject site elevation may be evaluated due to the potential surface and subsurface water run-on to the subject site. The properties surrounding the subject site were determined to contain violations of de minimis conditions. Listed properties on the EDR are now currently compliant with standard practices. Accordingly, this impact is less than significant.

e-f) **No Impact**. According to the County of Riverside Airport Land Use Commission Current Compatibility Plan, the Project is not located within an airport land use plan, nor where such a plan has not been adopted within 2 miles of a public airport or public use airport. The Project site is also not located within the vicinity of a private airstrip. Therefore, the proposed project would result in no impact.

g) **Less Than Significant Impact**. The project is located such that existing improved streets are adjacent to the property's easterly and southerly boundaries, i.e., Clinton Keith Road and Hidden Springs Road. The development of the project is not expected to cause any road closures. Prior to issuance of a grading permit any grading import that would require hauling along public roadways would require a haul route plan and traffic control plan to be submitted to the City for review and approval. Therefore, impacts are less than significant.

h) **Less Than Significant Impact**. The Project is located in a developed area and although the site is currently undeveloped, the majority of the surround area is developed and there is no close large open space lands. 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 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 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.

The project site is in a non-VHFHSZ within the LRA (CALFIRE 2009). Therefore, impacts are considered less than significant.

**STANDARD CONDITIONS AND REQUIREMENTS**

1. City of Wildomar Municipal Code Chapter 8.28, *Fire Code*, requires 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. City of Wildomar Municipal Code Chapter 8.28, *Fire Code*, requires adherence to California Fire Code Chapter 49, which cites specific requirements for wildland-urban interface areas.
3. The Applicant shall be subject to, and comply with, the following four (4) state mandated codes/ordinances including all other applicable state & local codes/ordinances already in effect:
    - California Building Code, Chapter 7A;
    - California Residential Code, Chapter R327;
    - California Referenced Standards Code, Chapter 12-7A; and
    - California Fire Code, Chapter 49

**MITIGATION MEASURES**

None.

## 10. **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 or otherwise substantially degrade surface or ground water quality? | | | ✓ | |
| b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin? | | | ✓ | |
| c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would: | | | | |
| i) result in a substantial erosion or siltation on- or off-site; | | | ✓ | |
| ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite; | | | ✓ | |
| iii) 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; or | | | ✓ | |
| iv) impede or redirect flood flows? | | | ✓ | |
| d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation? | | | | ✓ |
| e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan? | | | ✓ | |

Red Brick Solution, LLC (RBS) prepared a Final Hydrology Study (FHS) for the proposed project to determine the Project's effect on hydrology dated November 29, 2021. A WQMP was prepared by David W. Larson for the proposed Project, for the Project in accordance with the City of Wildomar's Municipal Code Chapter 13.12. These reports are included as **Appendix 10.0** and **Appendix 11.0**, respectively, to this Initial Study.

**DISCUSSION**

a) **Less Than Significant Impact.**

Construction

As part of Section 402 of the Clean Water Act, the US Environmental Protection Agency has established regulations under the National Pollution Discharge Elimination System ("NPDES") program to regulate stormwater discharges. The NPDES program regulates industrial pollutant discharges, which include construction activities. In California, the State Water Resources Control Board ("SWRCB") administers the NPDES permitting program and is responsible for developing statewide NPDES permitting requirements. The local Regional Water Quality Control Boards (RWQCB's) administer local NPDES permits and provide monitoring and enforcement of NPDES permits.

Stormwater flows currently enter the Project site from an offsite upstream tributary area east of Hidden Springs Road via an existing 36-inch diameter storm drain. Offsite flows also enter the Project site from an existing 18-inch diameter storm drain along Clinton Keith Road. Currently, the two sources of offsite run-on surface flow through an existing natural drainage course to the southwest corner of the Project, then across Stable Lanes Road to connect to Murrieta Creek. Murrieta Creek outlets to the Santa Margarita River, which ultimately outlets to the Pacific Ocean.

Construction of the proposed Project may result in the release of pollutants that could result in the violation of downstream water quality standards or waste discharge requirements for surface or ground waters. Because the Project is larger than 1 acre, discharges during construction will be regulated by the SWRCB's statewide Construction General Permit (Order No. 2009-0009-DWQ, as amended). The Project will obtain coverage under the Construction General Permit by filing a Notice of Intent and paying a fee with the SWRCB prior to grading activities and preparing and implementing an effective Storm Water Pollution Prevention Plan (SWPPP) during construction. A SWPPP must be prepared by a Qualified SWPPP Developer and implemented onsite by a Qualified SWPPP Practitioner. The primary objective of the SWPPP is to identify, construct, implement, and maintain best management practices (BMPs) to reduce or eliminate pollutants to the maximum extent practicable in stormwater discharges and authorized non-stormwater discharges from the Project site, and to contain hazardous materials. BMPs categories include, but are not limited to, erosion control and wind erosion control, sediment control, and tracking control. Through implementation of existing regulations, impacts to surface and ground water quality from Project construction activities are less than significant.

Operation

Wildomar Municipal Code Section 13.12.050 requires development to comply with a Municipal Separate Storm Sewer System (MS4) Permit issued by 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 [WQMPs]). 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 proposed Project will extend the existing 36-inch and 18-inch diameter storm drains underneath the proposed Project to continue conveying offsite run-on into the natural drainage course at a point upstream (east) of Stable Lanes Road. Storm water runoff generated on the Project site will be conveyed

via new onsite gutters, storm drain inlets, and pipes to one of two onsite features: a detention basin ("Basin A") or an underground system of chambers (ADS StormTech™MC-4500™Chambers) ("Basin B"). Approximately 1 acre of the Project drains to Basin A and approximately 8 acres drain to Basin B. Basin A and Basin B will provide the required water quality treatment as well as some additional storage and emergency overflows for flood events. Finally, with the proposed drainage system and basins, runoff from the Project site will be reduced to below the pre-development flow rate prior to exiting the site to avoid creating a hydrologic condition of concern (or hydromodification). (WQMP, 2021)

After construction of the proposed Project is complete, daily operational activities have the potential to result in the release of pollutants to downstream surface and ground water bodies. According to the Project WQMP, included in **Appendix 10.0** to this Initial Study, the primary pollutants of concern from commercial developments are bacterial indicators, metals, nutrients, pesticides, toxic organic compounds, sediment, trash/debris, oil and grease (WQMP, Table F-2). The receiving water body, Murrieta Creek, is identified pursuant to Clean Water Act Section 303(d) as an impaired waterbody for chlorpyrifos, copper, indicator bacteria, iron, manganese, nitrogen, phosphorus, and toxicity (WQMP, Table A-1); therefore, the proposed storm water treatment system should sufficiently treat for the pollutants of concern and the pollutants causing the impairments, which are nearly the same for this Project. As described in the Project WQMP, Basin A and Basin B will provide treatment of stormwater generated onsite up to the required water quality design volume using infiltration. Infiltration is the preferred method for the treatment of storm water because of the high rates of pollutant removal effectiveness (WQMP, p. 19). According to the percolation tests performed at the Project site by CTE South, Inc., the tested infiltration rates average 2.05 inch/hour in the area of Basin A and 0.73 inch/hour in the area of Basin B (**Appendix 15.0**).

Through the implementation of existing regulations for post-construction discharges at new development projects including design measures to treat the water quality design volume with a method that targets the pollutants of concern, including 303(d) impairments, impacts to surface and ground water quality during post-construction operations are less than significant.

c)

i, ii) **Less Than Significant Impact**. Please refer to issue b) in section VI.7, 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 and the countywide MS4 permit. Additionally, the project applicant is required to submit a SWPPP to reduce erosion and sedimentation of downstream watercourses during project construction. Furthermore, the applicant is required to prepare and submit a detailed erosion control plan for City approval prior to obtaining a grading permit. Implementation of this plan would 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.

As described previously in issue a) above, the Project will comply with the statewide Construction General Permit for stormwater discharges including the implementation of an effective SWPPP to minimize the release of pollutants during construction to the maximum extent practicable. Furthermore, as described in the Project WQMP (**Appendix 10**), the Project will include Basin A and Basin B to provide infiltration of onsite stormwater. Runoff that currently enters the Project will be rerouted via proposed stormdrain

pipes to bypass the Project and continue flowing into the onsite natural drainage feature at a point east of Stable Lanes Road. Discharges from the Project site will be reduced by the proposed basins to less than the pre-construction flow rates to avoid adverse impacts to downstream conveyances. Further, the onsite conveyances are designed for up to the 100-year flood event. Through the implementation of existing regulations for erosion and sediment controls, and basins that provide for sufficient detention of flows so as not to result in exceeding downstream drainage capacities, the proposed Project would not result in substantial erosion, siltation or flooding on- or off-site. Therefore, this impact is less than significant.

iii) **Less Than Significant Impact.** As described in the Project Hydrology Study (**Appendix 11**), the design of the Project's drainage system is demonstrated to reduce the onsite post-construction runoff down to pre-development rates to assure that downstream developments only receive their historic storm flow rates (RBS, p. 3). The proposed Project's drainage system will route the offsite flows underground to bypass the Project and release into the existing natural drainage feature near the southwest corner of the site. Onsite flows will be conveyed to two onsite infiltration basins (Basin A and Basin B) for treatment and infiltration. Any overflow from the basins in an emergency situation would be conveyed into the downstream drainage features located on neighboring properties, consistent with existing conditions. The Hydrology Study further states that "The system has been sized to protect the proposed buildings from any flood potential…the storm drain system and basins have been sized to convey the 100-year, 1-hour storm flows through the site" (RBS, p. 8).

Through site design measures described in the Hydrology Study and WQMP, increases in runoff as a result of the Project would not exceed the capacity of the existing stormwater system, nor result in additional sources of pollutants, and impacts are less than significant.

iv). **Less Than Significant Impact.** The Project site is designated by the Federal Emergency Management Agency (FEMA) as being within Zone X, indicating minimal risk of flooding (FEMA 2008). Moreover, the Project site is not within a 100-year or 500-year storm event flood zone (Wildomar 2003). As described in the Hydrology Study (**Appendix 11.0**), flows currently coming onto the Project site will be routed underground via an extension of existing storm drain pipes to avoid comingling with onsite flows, and continue to convey flows into the downstream natural drainage feature near the southwest corner of the site. Because the Project site is not located in a flood hazard zone, and the site design described in the Hydrology Study allows for offsite flows to continue their existing path and not be impeded, impacts are less than significant.

d) **No Impact.** As provided previously in VI.10.c.iv, the Project site is not within a FEMA flood hazard zone. The Project site is not in an area that is subject to seiche, mudflow, or tsunami due to the absence of any nearby bodies of water and mud/debris channels. Additionally, the County of Riverside identifies dam inundation hazard areas including those within the City. 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. As shown in Figure S-10, the project site is not in any dam inundation hazard zones (Wildomar 2003). In addition, the Project is not in the vicinity of any levees. Therefore, the Project would not be exposed to seiches, mudflows, or tsunami hazards, and no impact would occur.

e) **Less Than Significant Impact.**

As described previously, the Project is located within the boundary of the San Diego RWQCB, which outlines its regulatory programs and surface and groundwater standards in the Water Quality Control Plan ("Basin Plan") for the San Diego Basin. Included in the Basin Plan is compliance with the MS4 permit as

well as statewide general NDPES permits like the Construction General Permit. This includes implementing an effective SWPPP and an approved WQMP that demonstrates effective storm water quality treatment in perpetuity. Through compliance with existing regulations including NPDES, the Project will not conflict with the Basin Plan.

As provided in section VI.10.b, above, the Project site is within an adjudicated basin called the Santa Margarita River Watershed. Pursuant to the Sustainable Groundwater Management Act of 2014 (SGMA), adjudicated basins are not required to prepare a groundwater management plan and instead continue managing the adjudicated area according to the court's rules and regulations. Because the Project does not include the production of groundwater or active recharge of groundwater, or otherwise involve the court-appointed watermaster, the Project will not conflict or obstruct ongoing management of the basin. Therefore, Project impacts on sustainable groundwater management are less than significant.

**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 in addition to those provided in the WQMP to prevent such deterioration, as part of the building plan check review process prior to construction.
2. Wildomar Municipal Code Section 13.12.090 states that any Industrial/Commercial Construction Activity are subject to any NPDES permit issues by the United States Environmental Protection Agency, the State Water Resources Control Board, the Santa Ana Regional Water Quality Control Board, the San Diego Regional Water Quality Control Board or the Colorado River Basin Regional Water Quality Control Board, shall comply with all requirements of such permit.

**MITIGATION MEASURES**

None required.

## 11. **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) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect? | | | | ✓ |

**DISCUSSION**

a) **No Impact.** the project site is vacant and surrounded by existing and planned development. There are no existing structures or communities on the site or surrounding the site that would be physically divided by the Project. The properties surrounding and immediately adjacent to the Project site are zoned R-R (Rural Residential) to the north; R-1 (One Family Dwelling) and; C-1/C-P (General Commercial) to the west; and C-P-S (Scenic Highway Commercial) to the east, southeast, and south.

As a result, the proposed Project will have no impact on physically dividing an establish community.

b) **No Impact.** The Project site is located within a land use designated area of Commercial Retail (CR) and a zoning area of C-P-S (Scenic Highway Commercial). The proposed project is consistent with both zoning ordinance and land use designations assigned by the General Plan. Therefore, the Project will comply with the corresponding General Plan policies. The Project is designed to meet the development standards and guidelines established by the City to enhance the area's unique character and raise quality of design within the city. The Project otherwise would not conflict with any goals, objectives, policies, or regulations of land use and planning documents applicable to the Project area. Therefore, since the project is consistent with the City's land use plans for the site, no potential impacts associated with conflict with any land use plan, policy or regulation would occur

**STANDARD CONDITIONS AND REQUIREMENTS**

None required.

**MITIGATION MEASURES**

None required.

## 12. **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.** The City of Wildomar, including the project site, is in an area designated as MRZ 3 in the County of Riverside General Plan (COR GP) *Figure OS-6 Mineral Resources Zone* (COR GP, p. OS-41). 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 COR GP has already identified and defined locations with land use designations to ensure appropriate development within each property. As a result, the COR GP has labeled areas as Open Space Mineral Resource (OS-MIN) which indicates specific areas that are held in reserve for future mineral extraction and processing. (COR GP, p. LU-56.) Based on City of Wildomar Land Use map the project site has not been predesignated as such. (Wildomar 2020) Additionally, with respect to the property size and the surrounding residential developments, it is unlikely that a mining operation could feasibly function if significant resources were discovered in the future. Therefore, because there are no known mineral resources within the Project site, no impacts are anticipated.

b) **No Impact.** As mentioned in response 12 (a) there are no known locally important mineral resource recovery sites identified on the project site in the COR GP or in a specific plan or other land use plan. As a result, no impacts would occur.

**STANDARD CONDITIONS AND REQUIREMENTS**

None required.

**MITIGATION MEASURES**

None required.

## 13. **Noise**

| Issues, would the project result in: | Potentially Significant Impact | Less Than Significant Impact with Mitigation Incorporated | Less Than Significant Impact | No Impact |
|---|---|---|---|---|
| a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? | | | ✓ | |
| b) Generation of excessive groundborne vibration or groundborne noise levels? | | | ✓ | |
| c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels? | | | | ✓ |

A Noise Assessment was prepared by Urban Crossroads on October 21, 2021 (see **Appendix 18.0**).

The City's Noise Element specifies the maximum allowable exterior noise levels for new developments impacted by transportation noise sources such as arterials roads, freeways, airports and railroads. In addition, the Noise Element identifies several policies to minimize the impacts of excessive noise levels throughout the community and establishes noise level requirements for all land uses. To protect the City of Wildomar residents from excessive noise, the Noise Element contains policies N 1.1, N 1.3, N 1.5, N 1.7, N 12.1, N 12.2, and N 12.3 (UC NIA, 2021).

The City of Wildomar Noise Ordinance included in the Municipal Code, Chapter 9.48, establishes the maximum permissible noise level that may intrude into a neighbor's property. According to Section 9.48.040 of the Noise Ordinance, for residential uses, the exterior noise level shall not exceed 55 dBA during daytime house (7 AM to 10 PM) and shall not exceed 45 dBA during the nighttime hours (10 PM to 7 AM).

Residential and commercial uses and vacant land surround the project site. The surrounding single-family residences located west of the Project site and across Stable Lanes Road are considered a noise sensitive land uses (See **Figure 2 — Aerial Map**).

Existing Noise Levels

Existing noise level measurements are presented in **Table 15 — Existing Noise Levels**. The existing noise levels in the project area consisted primarily of transportation-related noise associated with surrounding surface streets.

**Table 15 — Existing Noise Levels**

| Location | Energy Average Daytime Noise Level (dBA $L_{eq}$) | Energy Average Nighttime Noise Level (dBA $L_{eq}$) | CNEL |
|---|---|---|---|
| L1 – Located north of Project site on Catt road near existing single-family homes. | 70.3 | 64.6 | 73 |
| L2 – Located at the northwestern boundary of the Project site near existing single-family residential homes. | 53.0 | 57.2 | 63.3 |
| L3 – Located west of the Project site on Stable Lanes road near existing single-family homes. | 58.2 | 55.9 | 63.1 |
| L4 – Located south of the Project site on Stable Lanes Road and Villa Del Sol near existing residential homes.. | 49.6 | 51.1 | 57.7 |

Source: Urban Crossroads. October 21, 2021. Appendix 18.0.

Existing Traffic Noise Levels

Existing traffic noise level measurements are presented in **Table 16 — Existing Traffic Noise Levels 2019 Without Project Noise Contours**.

**Table 16 — Existing Traffic Noise Levels 2019 Without Project Noise Contours**

| ID | Road | Segment | Receiving Land Use[1] | Distance from Centerline to Nearest Adjacent Land Use (Feet)[2] | Distance to Contour from Centerline (Feet) | | |
|---|---|---|---|---|---|---|---|
| | | | | | 70 dBA CNEL[3] | 65 dBA CNEL[3] | 60 dBA CNEL[3] |
| 1 | Palomar St. | North of Clinton Keith Rd. | Commercial Retail | 68.7 | 52 | 113 | 243 |
| 2 | Palomar St. | South of Clinton Keith Rd. | Commercial Retail | 69.5 | 59 | 127 | 273 |
| 3 | Hidden Springs Rd. | North of Clinton Keith Rd. | Commercial Retail | 66.4 | 21 | 46 | 99 |
| 4 | Clinton Keith Rd. | West of Palomar St. | Commercial Retail | 68.4 | 59 | 128 | 276 |
| 5 | Clinton Keith Rd. | East of Palomar St. | Commercial Retail | 70.2 | 79 | 170 | 366 |
| 6 | Clinton Keith Rd. | East of Stable Lanes Rd. | Commercial Retail | 70.5 | 82 | 177 | 381 |
| 7 | Clinton Keith Rd. | East of Hidden Springs Rd. | Commercial Retail | 71.8 | 100 | 216 | 464 |

Source: Urban Crossroads. October 21,2021. Appendix 18.0.
[1] City of Wildomar General Plan Land Use Map.
[2] "RW" = Location of the respective noise contour falls within the right-of-way of the road.

**DISCUSSION**

a) **Less Than Significant Impact.**

Construction

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 complete. Construction noise typically occurs intermittently and varies depending on the nature or phase of construction (e.g., land

clearing, grading, excavation, paving). Noise generated by construction equipment, including earth movers, material handlers, and portable generators, can reach high levels. During construction, exterior noise levels could affect the residential neighborhoods near the construction site. The nearest sensitive receptors to the project site are residences on the western boundary of the property and those to the north (See **Figure 2 — Aerial Map**). However, it is acknowledged that construction activities would occur throughout the project site and would not be concentrated at the point closest to the sensitive receptors. Construction activities would include site preparation, grading, building construction, paving, and architectural coating. Grading activities typically represent one of the highest potential sources for noise impacts; the most effective method of controlling construction noise is through local control of construction hours and by limiting the hours of construction to normal weekday working hours.

City of Wildomar has not established specific construction noise level thresholds, therefore in this case thresholds were identified by the National Institute for Occupational Safety and Health (NOISH). Urban Crossroads used sample reference noise level to represent the planned construction activities at the Project site. The Analysis projected construction noise levels would range from 40.4 to 74.4 dBA $L_{eq}$ which will satisfy the 85dBA $L_{eq}$ threshold established by the NOISH. (UC NIA, 2021) Based on the analysis the sensitive receiver locations will experience less than significant impacts during construction of the Clinton Keith Marketplace Project.

Operation

Implementation of the proposed project would create new sources of noise at the project site. The major anticipated noise sources associated with the project that would potentially impact existing and future nearby residences include roof top air conditioning units, drive thru speakerphones, trash enclosures, parking lots, shopping cart corrals and loading dock activities.

The analysis demonstrated that Project operational noise levels will not contribute to long-term operational noise level impact to the existing ambient noise environment located at any of the sensitive receiver locations. (UC NIA, 2021) To determine the noise level impact associated with the different noise sources anticipated, Urban Crossroads collected reference noise levels from similar sources at existing commercial and office park locations. The numbers generated from each of these sources where then entered in CadnaA (Computer Aided Noise Abatement) computer program to model and analyze noise levels at any given located throughout the Project. With the model numbers reflecting the worst-case scenario noise levels from each source. The estimated noise levels calculated at each receptor (indicated below as "R") during daytime hours of 7:00am to 10:00p.m are shown in **Table 17 — Project Operational Noise Levels (Daytime)**. (UC NIA, 2021) Location of each receptor identified on **Table 17** is identified on **Figure 8-A** of the Urban Crossroads report (**Appendix 18.0**).

**Table 17 — Project Operational Noise Levels (Daytime)**

| Noise Source[1] | Operational Noise Levels by Receiver Location (dBA Leq) | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | R1 | R2 | R3 | R4 | R5 | R6 | R7 | R8 | R9 |
| Roof-Top Air Conditioning Units | 33.5 | 45.2 | 42.1 | 44.3 | 44.4 | 43.1 | 37.4 | 41.3 | 36.0 |
| Outdoor Seating Activity | 21.2 | 25.5 | 26.6 | 32.6 | 39.2 | 39.3 | 36.5 | 43.8 | 34.9 |
| Drive-Thru Activity | 2.4 | 10.5 | 9.7 | 7.3 | 7.0 | 6.6 | 10.9 | 17.0 | 8.9 |
| Trash Enclosure Activity | 16.3 | 28.8 | 24.0 | 22.9 | 24.5 | 24.0 | 23.0 | 29.4 | 20.9 |
| Parking Lot Vehicle Movements | 33.4 | 41.4 | 38.7 | 41.8 | 43.5 | 43.5 | 39.2 | 44.9 | 39.1 |
| Outdoor Loading Dock Activity | 40.8 | 50.1 | 53.1 | 53.3 | 50.7 | 49.9 | 43.1 | 49.4 | 43.1 |
| Car Wash Tunnel | 28.5 | 31.1 | 31.6 | 35.9 | 37.4 | 38.3 | 43.6 | 52.1 | 44.1 |
| Car Wash Vacuum | 11.1 | 13.3 | 13.7 | 16.1 | 15.9 | 16.2 | 16.8 | 31.3 | 26.9 |
| **Total (All Noise Sources)** | **42.4** | **51.8** | **53.6** | **54.2** | **52.6** | **51.9** | **47.9** | **55.1** | **47.9** |

[1] See Exhibit 9-A for the noise source locations. CadnaA noise model calculations are included in Appendix 9.1

Source: Urban Crossroads. October 21, 2021. Table 9-2. Appendix 18.0.

Nighttime noise levels are shown in **Table 18 — Project Operational Noise Levels (Nighttime)** both of these tables demonstrate compliance with local noise regulations.

**Table 18 — Project Operational Noise Levels (Nighttime)**

| Noise Source[1] | Operational Noise Levels by Receiver Location (dBA Leq) | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | R1 | R2 | R3 | R4 | R5 | R6 | R7 | R8 | R9 |
| Roof-Top Air Conditioning Units | 31.1 | 42.8 | 39.7 | 41.9 | 42.0 | 40.7 | 35.0 | 38.8 | 33.5 |
| Outdoor Seating Activity | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Drive-Thru Activity | 0.0 | 6.5 | 5.7 | 3.4 | 3.0 | 2.7 | 6.9 | 13.0 | 5.0 |
| Trash Enclosure Activity | 15.3 | 27.9 | 23.0 | 21.9 | 23.5 | 23.0 | 22.1 | 28.4 | 19.9 |
| Parking Lot Vehicle Movements | 29.4 | 37.4 | 34.7 | 37.8 | 39.5 | 39.6 | 35.2 | 41.0 | 35.1 |
| Outdoor Loading Dock Activity | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Car Wash Tunnel | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Car Wash Vacuum | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| **Total (All Noise Sources)** | **33.4** | **44.0** | **41.0** | **43.4** | **44.0** | **43.2** | **38.2** | **43.2** | **37.5** |

[1] See Exhibit 9-A for the noise source locations. CadnaA noise model calculations are included in Appendix 9.1

Source: Urban Crossroads. October 21, 2021. Table 9-3. Appendix 18.0.

The City of Wildomar exterior noise level standard is 65dBA $L_{eq}$ during the daytime and 45dBA $L_{eq}$ during the nighttime as illustrated in **Table 19 — Operational Noise Level Compliance.** (UC NIA, 2021.)

**Table 19 — Operational Noise Level Compliance**

| Receiver Location | Project Operational Noise Levels($dBAL_{eq}$) | | Noise Level Standards ($dBAL_{eq}$) | | Threshold Exceeded? | |
|---|---|---|---|---|---|---|
| | DAYTIME | NIGHTIME | DAYTIME | NIGHTIME | DAYTIME | NIGHTIME |
| R1 | 42.4 | 33.4 | 65 | 45 | No | No |

| | | | | | | |
|---|---|---|---|---|---|---|
| R2 | 51.8 | 44.0 | 65 | 45 | No | No |
| R3 | 53.6 | 41.0 | 65 | 45 | No | No |
| R4 | 54.2 | 43.4 | 65 | 45 | No | No |
| R5 | 52.6 | 44.0 | 65 | 45 | No | No |
| R6 | 51.9 | 43.2 | 65 | 45 | No | No |
| R7 | 47.9 | 38.2 | 65 | 45 | No | No |
| R8 | 55.1 | 43.2 | 65 | 45 | No | No |
| R9 | 47.9 | 37.5 | 65 | 45 | No | No |
| Source: Urban Crossroads. October 21, 2021. Table 9-4. Appendix 18.0. | | | | | | |

As shown on **Table 19**, the Project generated noise will not exceed noise level thresholds during operations. The Project will include restrictions imposed by the City trough Conditions of Approvals that all car wash, car wash vacuum and outdoor delivery truck activity be limited to the daytime hours between 7:00 a.m. and 10:00 p.m. No car wash, car wash vacuum or outdoor delivery truck activity shall be permitted during the nighttime hours between 10:00 p.m. and 7:00 a.m. The Project also includes a 10-foot-high screenwall for the outdoor loading dock area of the Major A building adjacent to the existing noise sensitive residential homes on Crystal Way.

Additionally, construction noise is also anticipated to be below acceptable limits and with mitigation incorporated for construction noise, noise level impacts would be considered less than significant.

b) **Less Than Significant Impact.** Once operational, the project would not be a source of ground borne vibration. Ground borne vibration generated by construction equipment spreads through the ground and diminishes in magnitude with increases in distance. During construction there are various activities that produce ground-borne vibration levels such as heavy construction equipment, and trucks hauling building materials. Although City of Wildomar has not adopted vibration standards the United States Department of Transportation Federal Transit Administration (FTA) has published standards for maximum acceptable vibration velocities for construction equipment operations based on different land use settings. Construction activity can result in varying degrees of ground vibration, depending on the equipment and methods employed. Operation of construction equipment causes ground vibrations that spread through the ground and diminish in strength with distance. Based on the representative vibration levels presented for various construction equipment types, it is possible to estimate the potential for building damage using the following vibration assessment methods defined by the FTA. To describe the vibration impacts the FTA provides the following equation: PPVequip = PPVref x (25/D)1.5

At distances ranging from 39 to 661 feet from Project construction activities, construction vibration velocity levels are estimated to range from 0.001 to 0.046 PPV (in/sec). Based on maximum acceptable continuous vibration threshold of 0.3 PPV (in/sec) for older residential buildings, the typical Project construction vibration levels will satisfy the building damage thresholds at all receiver locations. In addition, the typical construction vibration levels at the nearest sensitive receiver locations are unlikely to be sustained during the entire construction period but will occur rather only during the times that heavy construction equipment is operating adjacent to the Project site boundaries.

Vibration velocities from typical heavy construction equipment operations would be short-term and would not be of sufficient magnitude to cause building damage. Also, construction at the project site will be restricted to daytime hours consistent with the City of Wildomar Noise Ordinance. Vibration impacts would be considered less than significant.

c) **No Impact.** The project is not located within an airport land use plan. There is no public airport, public use airport, or private airstrip located within two miles of the project site. The closest airport to the Project

site is French Valley which is approximately 7.2 miles southeast. The proposed project would not expose people residing or working in the area to excessive noise levels. Therefore, no impacts are anticipated.

**STANDARD CONDITIONS AND REQUIREMENTS**

1. As required by the City of Wildomar Municipal Code Section 9.48.020, all construction and general maintenance activities shall be limited to the hours 7:00 AM and 6:00 PM from October through May (Monday–Saturday), and between 6:00 AM and 6:00 PM (Monday–Saturday) from June through September. No construction is permitted on Sundays or City-observed holidays unless approved by the City Building Official or City Engineer.
2. As required by the City of Wildomar Municipal Code Section 15.04.010, Hours of Construction, any construction located within one-fourth mile from occupied residences shall be permitted Monday–Saturday, 6:30 AM to 7:00 PM. No construction shall be permitted on Sundays or City-observed holidays unless approved by the City Building Official or City Engineer.

**MITIGATION MEASURES**

None required.

## 14. **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 unplanned 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 people or housing, necessitating the construction of replacement housing elsewhere? | | | | ✓ |

**DISCUSSION**

a) **No Impact.** The proposed project is to develop commercial retail uses to serve the local and surrounding community. Because the proposed development is for commercial retail and non-residential uses, no new homes are proposed. The property is adjacent to existing roads that will be further improved and will benefit the existing community, but not induce growth. Therefore, impacts to population growth is less than significant.

b) **No Impact.** The land is currently vacant and as such no housing will be displaced. Consequently, there will not be any construction for replacement of housing elsewhere. The construction traffic will not occur on any residential streets and will occur on fully developed roadways so that there will not be any substantial numbers of people displaced. No impact would occur.

**STANDARD CONDITIONS AND REQUIREMENTS**

None required.

**MITIGATION MEASURES**

None required.

## 15. **Public Services**

| Issues, would the project: | Potentially Significant Impact | Less Than Significant Impact with Mitigation Incorporated | Less Than Significant Impact | No Impact |
|---|---|---|---|---|
| a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the 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 61 is located at 32637 Gruwell Street, approximately 2.4 miles from the project site, and would respond to calls for service from the proposed project. In addition to Fire Station 61, several other Riverside County and Murrieta Fire Department stations in the surrounding area would be able to provide fire protection services to the project site under mutual aid agreements 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 City development impact fees, which include a fee for fire service impacts. The proposed project is not expected to result in activities that create unusual fire protection needs. Refer to section VI.20, Wildfire, for specific analysis related to fire hazards. As such, any impacts related to fire projection 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 8.6-miles northwest of the project site. 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. As a standard condition of approval for the project, the project applicant is required to pay standard development impact fees, which include a fee for police service impacts to offset potential demand associated with development. Therefore, this impact related to police protection is considered less than significant.

c) **Less Than Significant Impact.** The project site is in the Lake Elsinore Unified School District (LEUSD) and is served by Wildomar Elementary School, Brown Middle School, and Elsinore High School. However, the proposed project uses are Commercial/Retail and Offices. As such no new or physically altered school facilities will be needed. However, School Development Impact Fees will be required prior to issuance of building permits that would satisfy any pro-rata fair share of future improvement costs for school facilities. The May 11, 2020 Commercial/Industrial Fee Rate in the City is $0.66 per square foot, totaling $45,203.30

for the proposed 68,490 square-foot project. Therefore, with payment of school fees, impacts related to schools is considered 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. Pursuant to the City of Wildomar Municipal Code Section 3.18.080 - Special Tax, all parcels in the City are subject to a special tax for community parks as set forth in the following excerpt from the Municipal Code: "Commencing as of July 1, 2013 and continuing annually thereafter, there is imposed a tax on all parcels in the City for the privilege of using community park and community park related facilities, programs and services and the availability of such facilities, programs and services. The maximum tax rate imposed hereby shall not exceed $28.00 per parcel per year. For purposes of this chapter, "parcel" means a unit of real estate in the City as shown on the most current official assessment roll of the Riverside County Assessor. (Ord. 71 § 1, 2012)"

The proposed project would not create housing or additional population that would create a demand on public parks, as the project is commercial in nature. Project impacts to parks is considered less than significant.

e) **Less Than Significant Impact.** Development of the project would result in a negligible increase in the demand for other public facilities. As substantiated in Issue a) in section 14, Population and Housing, the proposed project would not have significant impacts on population growth. The proposed project is not expected to result in activities that create unusual demands on other public facilities; impacts are less than significant.

**STANDARD CONDITIONS AND REQUIREMENTS**

1. The project applicant is required to comply with the requirements of the Riverside County Fire Department and pay standard development impact fees for fire service impacts (Wildomar Municipal Code Section 3.44).
2. The project applicant is required to pay standard development impact fees for police service impacts (Wildomar Municipal Code Section 3.44).
3. The project applicant is required to work with the LEUSD to determine the precise amount for the Notice of Impact Mitigation Requirement.

**MITIGATION MEASURES**

None required.

## 16. **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 uses a level of service standard to calculate park improvement impact fees—3 acres per 1,000 residents—the same ratio specified in the Quimby Act for park land acquisition (Wildomar 2015). As discussed in section 14 Population Housing, above, the project would not result in an increase in population, as the proposed project would predominantly serve residents living in the project vicinity. Therefore, the construction of new park space or other citywide recreational facilities would not be required. Impacts related to the physical deterioration of existing recreation parks or facilities is less than significant.

b) **Less Than Significant Impact.** The proposed Project will have commercial/retail and office uses and will not include development of recreational facilities nor does it include residential development. The proposed project would not require the construction or expansion of offsite recreational facilities. Furthermore, the proposed project would not induce population growth and would not be required to construction expanded recreational facilities. Therefore, impacts are less than significant.

**STANDARD CONDITIONS AND REQUIREMENTS**

None required.

**MITIGATION MEASURES**

None required.

## 17. **Transportation**

| Issues, would the project: | Potentially Significant Impact | Less Than Significant Impact with Mitigation Incorporated | Less Than Significant Impact | No Impact |
|---|---|---|---|---|
| a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities? | | | ✓ | |
| b) Conflict or be inconsistent with CEQA Guidelines § 15064.3, subdivision (b)? | | | ✓ | |
| c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? | | | ✓ | |
| d) Result in inadequate emergency access? | | | ✓ | |

A traffic impact analysis (TIA) was prepared by Urban Crossroads on June 4, 2021 and a Trip Generation Assessment (TGA) was prepared by Urban Crossroads on October 21, 2021. Those studies are included as **Appendix 19.0** to this Initial Study. Additionally, a Vehicle Miles Traveled Screening Evaluation (VMT) was prepared by Urban Crossroads on June 2, 2021 (**Appendix 6.0**) and an updated TGA was prepared by Urban Crossroads on January 10, 2022 (**Appendix 5.0**). Due to the predominately retail nature of the Project (Supermarket, Retail, Fast Food Restaurant with Drive Thru, Drive Thru Car Wash and High-Turnover Sit-Down Restaurant uses, etc.), the Project's location, a substantial amount of residential land uses within a 3-mile radius of the Project site, and Supermarket, Retail, Restaurant, Fast Food Restaurant with Drive Thru, Fast Food Restaurant without Drive Thru, and High-Turnover Sit-Down Restaurant uses located in the project vicinity, an average trip length for customers of 3 miles was used in the assessment as opposed to the 8.4-mile model default trip length value. As evaluated in the *Clinton Keith Marketplace Vehicle Miles Traveled (VMT) Screening Evaluation*, prepared by Urban Crossroads and dated June 2, 2021 (**Appendix 6.0**) the Project consists of local serving retail uses which tend to shorten vehicle trips. Additionally, the Project is also located in a low VMT generating area based on the Screening Tool for the sub-regional transportation model. As such, since the Project contains only local serving retail uses, is located in a low VMT generating area, and is surrounded by residential land uses.

a) **Less Than Significant Impact.**

Bicycle and Pedestrian Facilities

Exhibit 3-4 of **Appendix 19** illustrates the City of Wildomar community/regional roadside, off-road multi use trails map and Exhibit 3-5 illustrates the existing pedestrian facilities. Palomar Street has a multi-use trail within the study area. There are two regional trails to the south of Clinton Keith Road within the study area: Madison Chaney Regional Trail and Forbes- McGee Regional Trail. Class II bike lanes are striped on-street bike lanes. There are Class II bike lanes along Clinton Keith Road through the study area in both the eastbound and westbound directions. Field observations conducted in August 2019 indicate nominal

pedestrian and bicycle activity within the study area. The TIA did not include recommendations for any mitigation.

The project frontage along Hidden Springs Road will be improved to a "Modified Industrial Collector" street section which includes a Class II bike lane consistent with the City's current updated Bicycle Circulation Element. The eastern side of Hidden Springs Road can accommodate restriping for a Class II bike lane as well. The project frontage alongClinton Keith Road will provide a Class IV cycle track to provide separation from bicyclists and normal traffic along Clinton Keith Road consistent with City Engineering Department policy.

Transit

The study area is currently served by Riverside Transit Authority (RTA), a public transit agency serving various jurisdictions within Riverside County. The existing bus route serving the study area is shown on Exhibit 3-6 to **Appendix 19**. The study area currently served by RTA Route 23, which operates along Clinton Keith Road to the east of Hidden Springs Road and Hidden Springs Road north of Clinton Keith Road. There is an existing bus stop located north of the Project site on the east side of Hidden Springs Road. It is likely that the existing RTA Route 23 could serve the Project in the future. Transit service is reviewed and updated by RTA periodically to address ridership, budget and community demand needs. Changes in land use can affect these periodic adjustments which may lead to either enhanced or reduced service where appropriate.

For the reasons set forth in the preceding paragraphs, impacts related to conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities are less than significant and no mitigation is necessary.

b) **Less Than Significant Impact**. According to CEQA Guidelines Section 15064.3 subdivision (b), vehicle miles traveled (VMT) exceeding an applicable threshold of significance may indicate a significant impact. VMT is the impact of individuals driving in and around and creating trips. The focus of VMT analysis is based on the land use of the Project and what, if any additional VMT would be generated by the Project. The City of Wildomar's VMT Guidelines state that local-serving land uses such as those proposed by this Project are exempt from VMT analysis. Therefore, because the Project proposes uses that are compatible and supportive of the surrounding area and are relatively small in size developments, no further VMT analysis is needed. Impacts are considered less than significant.

c) **Less Than Significant Impact.** The City of Wildomar implements development standards designed to ensure standard engineering practices are used for all improvements. The project will take access off existing roadways – Clinton Keith Road and Hidden Springs Road which are straight and fully developed roadways. The proposed project would provide four vehicular access points to the site:

- Driveway 1 on Clinton Keith Road – Right-in/Right-out Access Only
- Driveway 2 on Clinton Keith Road – Right-in/Right-out Access Only
- Driveway 3 on Hidden Springs Road – Full Access
- Driveway 4 on Hidden Springs Road – Full Access.

Regional access to the Project site is available from the I-15 Freeway via Clinton Keith Road interchange. The Project will incorporate the following improvements to accommodate site access at Driveway 1 and Clinton Keith Road: Install a stop control on the southbound approach and construct a 3rd westbound shared through-right turn lane. The driveway should be restricted to right-in/right-out access only. Additionally, the Project will incorporate the following improvements that are necessary to accommodate

site access at Driveway 2 and Clinton Keith Road: Install a stop control on the southbound approach and construct a 3rd westbound shared through-right turn lane. The driveway should be restricted to right-in/right-out access only.

There are no design hazards related to the proposed land uses and the project includes design conditions for the two access driveways on Clinton Keith Road which will reduce hazardous design conditions. Impacts are less than significant and no mitigation is warranted.

d) **Less Than Significant Impact.** The project is located such that existing improved streets are adjacent to the property's easterly and southerly boundaries, i.e., Clinton Keith Road and Hidden Springs Road. The development of the project is not expected to cause any road closures. Prior to issuance of a grading permit any grading import that would require hauling along public roadways would require a haul route plan and traffic control plan to be submitted to the City for review and approval. Therefore, impacts are less than significant, and no mitigation is warranted.

**STANDARD CONDITIONS AND REQUIREMENTS**

1. Prior to issuance of any building permit on the project site, the project applicant shall pay all development impact fees (Wildomar Municipal Code Section 3.44).
2. Prior to issuance of any building permit on the project site, the project applicant shall demonstrate payment of the Western Riverside Transportation Uniform Mitigation Fee (Wildomar Municipal Code Section 3.40).
3. As required by Municipal Code section 8.28, Fire Code, review of the project design by the City and CAL FIRE / Riverside County Fire Department is required to ensure sufficient emergency access.

**MITIGATION MEASURES**

None.

## 18. **Tribal Cultural Resources**

| Issues, would the project: | Potentially Significant Impact | Less Than Significant Impact with Mitigation Incorporated | Less Than Significant Impact | No Impact |
|---|---|---|---|---|
| a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code § 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: | | | | |
| i) 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), or | | ✓ | | |
| ii) 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 § 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code § 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe. | | ✓ | | |

**DISCUSSION**

a)

i-ii) **Less Than Significant Impact with Mitigation Incorporated.** The project site does not contain any structures or 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 PRC Section 5020.1(k) (see section VI.5, above).

Assembly Bill (AB) 52 established a formal consultation process for California tribes within the CEQA process. The Bill specifies that any project that 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 that are either listed on, or eligible for, the California Register of Historical Resources or a local historic register, or the lead agency chooses to treat the resource as a significant resource.

Helix Tribal Outreach

The Native American Heritage Commission (NAHC) was contacted by HELIX on July 29, 2019 for a Sacred Lands File Search and a list of Native American contracts for the proposed Project area. (See **Appendix 12.0**). On August 26, 2019 NAHC responded and indicated that the Sacred Lands File search was negative. HELIX notified Tribes that requested to be alerted of new projects according to the NAHC. Responses were received from the following Tribes: Augustine Band of Cahuilla Indians, Morongo Band of Mission Indians,

Pechanga Band of Luiseño Indians, Rincon Band of Luiseño Indians, and Soboba Band of Luiseño Indians, and Agua Caliente band of Cahuilla Indians s (shown in **Table 21** below).

**Table 20 — Native American Contact Program Responses**

| Native American Group | Response |
|---|---|
| Augustine Band of Cahuilla Indians | Responded in a letter dated September 05, 2019; stated that they "are unaware of specific cultural resources that may be affected by the proposed project." Requested to be contacted should cultural resources be discovered during the development of the project |
| Morongo Band of Mission Indians | Responded in an email dated September 16, 2019; stated that they have no additional information to provide at this time and will likely defer to other tribes in the area once formal government-to-government consultation is initiated by the lead agency for the project. |
| Rincon Band of Luiseño Indians | Responded in a letter dated September 18, 2019; the project is located within the Territory of the Luiseño people, and is also within Rincon's specific area of Historic interest. They do not have knowledge of cultural resources within or near the proposed project area; however, they note that this does not mean that none exist. |
| Soboba Band of Luiseño Indians | Responded in an email and letter dated September 23, 2019; the project area falls within the bounds of their Tribal Traditional Use Areas, is in proximity to known sites, is a shared use area that was used in ongoing trade between the tribes, and is considered to be culturally sensitive by the people of Soboba. Multiple areas of potential impact were identified during an in-house database search; specifics of this search will be discussed in consultation with the lead agency. Soboba Band of Luiseño Indians requests the following: to initiate a consultation with the project proponents and lead agency; the transfer of information to the Soboba Band of Luiseno Indians regarding the progress of this project should be done as soon as new developments occur; Soboba Band of Luiseño Indians continues to act as a consulting tribal entity for this project; working in and around traditional use areas intensifies the possibility of encountering cultural resources during the construction/excavation phase. For this reason, the Soboba Band of Luiseño Indians requests that Native American Monitor(s) from the Soboba Band of Luiseño Indians Cultural Resource Department to be present during any ground disturbing proceedings. Including surveys and archaeological testing; request that proper procedures be taken, and requests of the tribe be honored. |
| Agua Caliente Band of Cahuilla Indians | Responded in an email dated September 25, 2019; the project site is not located within the Tribe's Traditional Use Area. As such, they defer to other tribes in the area. |
| Pechanga Band of Luiseño Indians | Responded in a letter dated October 01, 2019; the Tribe is interested in participating in this Project based on their |

| | |
|---|---|
| | cultural knowledge of the region. The Project is located within the Luiseño Ancestral territory and surrounded by several recorded resources and near waters of America stream. After reviewing the historic aerials, the Tribe understands that the Project area has been lightly disturbed, however, given the Tribe's knowledge of the surrounding area, the scope of work will likely impact subsurface prehistoric aged cultural resources. Pechanga requests notification once the Project begins the entitlement process, if it has not already; copies of all applicable archaeological reports, site records, proposed grading plans and environmental documents (EA/IS/MND/EIR, etc.); government-to-government consultation with the Lead Agency; and the Tribe believes that monitoring by a Riverside County qualified archaeologist and a professional Pechanga Tribe monitor may be required during earthmoving activities. Therefore, the Tribe reserves its right to make additional comments and recommendations once the environmental documents have been received and fully reviewed. Further, in the event that subsurface cultural resources are identified, the Tribe requests consultation with the Project proponent and Lead Agency regarding the treatment and disposition of all artifacts. |

Of the six Tribes to respond, two had specific requests. The Soboba Band of Luiseño Indians requested to initiate a consultation with the project proponents and lead agency; the transfer of information to the Soboba Band of Luiseno Indians regarding the progress of this project should be done as soon as new developments occur; Soboba Band of Luiseño Indians continues to act as a consulting tribal entity for this project; working in and around traditional use areas intensifies the possibility of encountering cultural resources during the construction/excavation phase. For this reason, the Soboba Band of Luiseño Indians requests that Native American Monitor(s) from the Soboba Band of Luiseño Indians Cultural Resource Department to be present during any ground disturbing proceedings. Including surveys and archaeological testing; request that proper procedures be taken, and requests of the tribe be honored.

The Pechanga Band of Luiseño Indians requested notification once the Project begins the entitlement process, if it has not already; copies of all applicable archaeological reports, site records, proposed grading plans and environmental documents (EA/IS/MND/EIR, etc.); government-to-government consultation with the Lead Agency; and the Tribe believes that monitoring by a Riverside County qualified archaeologist and a professional Pechanga Tribe monitor may be required during earthmoving activities. Therefore, the Tribe reserves its right to make additional comments and recommendations once the environmental documents have been received and fully reviewed. Further, in the event that subsurface cultural resources are identified, the Tribe requests consultation with the Project proponent and Lead Agency regarding the treatment and disposition of all artifacts.

<u>City of Wildomar AB52 Outreach</u>

The City of Wildomar sent out AB 52 letter on March 16, 2021 to four tribes listed below in **Table 22**. Of the four tribes, only Rincon Band of Luiseno Indians responded. It was determined that the Project area occurred within Rincon Band's Traditional Use Area (TUA) of the Luiseno people and within the Band's specific Area of Historic Interest (AHI). Therefore, Rincon is traditionally and culturally affiliate to the

Project Area. Thus, Rincon Band of Luiseno Indians requested additional documentation such as Geotechnical reports, grading plans and archaeological records search. After reviewing said documents the Rincon Band was in agreement with the cultural mitigation measures that were proposed by HELIX Environmental Planning.

**Table 21 — AB 52 Response Log**

| Native American Group (Individual Responding | DATE | Comment |
|---|---|---|
| Morongo Band of Mission Indians<br>Mr. Raymond Haute | March 16,2021 | No comments were received |
| Pechanga Band of Mission Indians<br>Ms. Ebru Ozdil | March 16, 2021 | No comments were received |
| Soboba Band of Mission Indians<br>Mr. Joseph Ontiveros | March 16,2021 | No comments were received |
| Rincon Band of Luiseno Indians<br>Mr. Jim McPherson | March 16,2021 | Cheryl Madrigal responded on March 24, 2021:<br>• The Tribe ask to be provided with copies of existing documents pertaining to the Project, ie. Geotechnical repot, grading plans, archaeological records search.<br><br>Cheryl Madrigal responded on March 29, 2021:<br>• The Tribe has reviewed the documents provided and agree with cultural mitigation measures. They ask to be notified of any Project changes and a copy of the final monitoring report. Tribe also requested to be further involved in the CEQA process. |

Therefore, with the inclusion of standard Wildomar mitigation measures **TRI-1** through **TRI-5**, 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**

**TRI-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 Soboba Band of Luiseno Indians and 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 consulting tribe(s) are satisfied that construction will not disturb cultural resources.

**TRI-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 **TRI-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.

**TRI-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 Soboba Band of Luiseno Indians, the Rincon Band of Luiseño Indians, and 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; 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.

**TRI-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).

**TRI-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 treatments, 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 the 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.

## 19. **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) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects? | | | ✓ | |
| b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years? | | | ✓ | |
| c) 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? | | | ✓ | |
| d) Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals? | | | ✓ | |
| e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste? | | | ✓ | |

**DISCUSSION**

a) **Less Than Significant Impact.**

Wastewater Treatment

The Project is located within the service area of Elsinore Valley Municipal Water District (EVMWD) which was formed in 1950 and located in the southwestern portion of Riverside County. According to the Elsinore Valley Municipal Water District Sewer System Management Plan (SSMP) dated October 2013, the EVMWD's service area includes water, sewer and reclamation service to portions of the City of Lake Elsinore, the City of Canyon Lake, portions of the City of Murrieta and Wildomar, and some unincorporated areas of Riverside County. The EVMWD covers an area of approximately 96 square miles with an ultimate sphere of influence (SOI) of approximately 132 square miles.

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 (EVMWD 2016a). 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 project site is within the Regional WRF wastewater collection area (EVMWD 2016a).

Based on all of the readily available data it appears that the proposed project is within the existing Regional System and that there is an existing 8" sewer main in Hidden Springs Road bordering the Project. This main is tributary to an existing 18"-24" sewer main in Catt Road north of the Project. The wastewater flows to the existing Regional Wastewater Reclamation Facility for treatment.

Based on wastewater generated by the Project, the current capacity of the Regional WRF would be able to accommodate the wastewater flows generated from the proposed project. The proposed project impacts to wastewater treatment is less than significant.

Water Treatment

Water treatment facilities filter and/or disinfect water before it is delivered to customers. The EVMWD supplies water to the surrounding area and would supply water to the project site.

EVMWD purchases water from the Western Municipal Water District (WMWD) from two different sources (EVMWD 2016a). One source of purchased water from WMWD is treated at the Metropolitan Water District's Skinner Filtration Plant, which blends primarily Colorado River water and a small amount of State Water Project water. The other source of purchased water from the WMWD is conveyed from the Temescal Valley Pipeline and treated at the Mills Filtration Plant (EVMWD 2016a). Surface water from Canyon Lake (Railroad Canyon reservoir) is treated at Canyon Lake Water Treatment Plant. The water treatment facilities, their capacities, and remaining available treatment capacities are shown in **Table 21**, EVMWD Water Treatment Facilities.

**Table 22 — EVMWD Water Treatment Facilities**

| Treatment Plant | Capacity (mgd) | Average Daily Intake[1] (mgd) | Remaining Treatment Capacity (mgd) |
|---|---|---|---|
| Canyon Lake Water Treatment Plant | 9 | 4.5 | 4.5 |
| Skinner Filtration Plant[1] | 630 | 220 | 410 |
| Mills Filtration Plant[1] | 220 | 90 | 130 |
| Total: | 859 | 314.5 | **544.5** |

Source: EVMWD 2016a, MWD 2017.

[1] Estimates based on average of Skinner and Mills daily effluent graphs.

As shown in **Table 21**, EVMWD Water Treatment Facilities have a remaining water treatment capacity of approximately 544.5 mgd. The UWMP projected employment to increase at a rate of 4.6 percent per annum. This would translate to a projection for employment between the years 2020 to 2035 of approximately 25,000 to over 40,000. Considering the project is consistent with the General Plan and Zoning land uses, and falls within the existing Water Service Area, the proposed project employment levels are assumed to be included within this projection.

There are existing water service mainlines in the immediate vicinity of the project serving existing land uses. There is an existing 16" PVC Water Main in both Clinton Keith Road and Hidden Springs Road. Hidden Springs Road has 2 existing fire hydrants and Clinton Keith Road has one existing fire hydrant.

Based on the fact there are existing facilities for Points of Connection to Water Service, the Project would not require or result in the construction of new water facilities or expansion of existing facilities, the construction of which could cause significant environmental effects. Therefore, the impact would be Less

Than Significant. Furthermore, according to EVMWD, there would be available water and sewer to serve the proposed project (EVMWD 2019). Therefore, impacts are less than significant.

Stormwater

The Proposed Project will require construction of new onsite storm drain facilities. As described in the Hydrology Study (**Appendix 10**), the proposed drainage system includes an extension of a 36-inch and an 18-inch diameter existing stormdrain pipes located in Hidden Springs Road and Clinton Keith Road, respectively, to convey offsite flows through the Project site. The extensions will require new outlet structures into the existing onsite natural drainage course. For onsite flows, the Project will include new gutters, storm drain lines and inlets to convey onsite flows to a detention basin ("Basin A") or to an underground system of infiltration chambers (ADS StormTech™ MC-4500™ chamber) (Basin "B"). The proposed drainage system and basins are sized to convey up to the 100-year, 1-hour storm event (RBS, p. 8). Because the proposed drainage system and basins are located within the construction footprint of the Project, the impacts of which are analyzed herein, and no off-site drainage improvements are needed, impacts are less than significant.

Electricity and Natural Gas

The project site would require connection to utilities such as natural gas lines (provided by SoCalGas) in the vicinity of the site in accordance the installation requirements of City of Wildomar Municipal Code Section 16.40.010. The applicant would be responsible for payment of electricity and gas connections as well as use of the utility. As described in section VI.6, Energy, the project would not result in energy use such that new or expanded facilities is required. Therefore, impacts are less than significant.

b) **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 provided to EVMWD is obtained from the Metropolitan Water District, local surface water from Canyon Lake, and local groundwater from the Elsinore Basin. EVMWD has a total of 13,128.2 acre-ft/year of groundwater rights and safe yield (EVMWD 2016a). The EVMWD has the ability to obtain a capacity of 26,296 acre-feet per year (23.4 mgd) during average years and wet years (EVMWD 2016a).

The proposed project is expected to be developed by 2023 As shown in the 2020 Urban Water Management Plan, the land use on the site was contemplated by the UWMP, and it was further projected that the future water supply would exceed the demand. Thus, this impact is less than significant because there would be sufficient water supply to service the proposed project.

c) **Less Than Significant Impact.** According to the Elsinore Valley Municipal Water District Urban Water Management Plan (UWMP) Final dated 2020, EVMWD's system covers EVMWD Elsinore and Temescal Divisions; the project site is located in the Elsinore Division. The proposed Project will receive wastewater service from the EVMWD. There is an existing 8-inch sewer line in Hidden Springs Road. Connect ion to the EVMWD wastewater system would likely occur via a new lateral to the existing main in Hidden Springs Road. On June 23, 2021 EVMWD issued the Project Applicant a Will-Serve letter, confirming that it has adequate capacity to serve the Project. Therefore, the impact would be Less Than Significant.

d) **Less Than Significant Impact.** The main solid waste disposal site that would serve the project site is the El Sobrante Landfill in Corona. The landfill is projected to reach its full capacity of 209,910,000 cubic yards in 2051 (CalRecycle 2019). The landfill covers approximately 1,322 acres and has a maximum

permitted throughput of approximately 16,054 tons/day (CalRecycle 2019). The El Sobrante Landfill has a remaining capacity of 143,977,170 tons (CalRecycle 2019).

The California Department of Resources Recycling and Recovery's (CalRecycle) sample solid waste generation rates for commercial retail is 0.006 pound per square foot per day (CalRecycle 2016). Because the El Sobrante Landfill has a remaining capacity of 143,977,170 tons, the project impacts on landfill capacity is less than significant**.**

e) **Less Than Significant Impact**. Solid waste would be generated during construction and operation of the proposed project. The Solid Waste Reuse and Recycling Access Act of 1991 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 onsite to accommodate refuse and recycling. Compliance with state law and the City's Municipal Code would ensure the project would result in a less than significant impact.

**STANDARD CONDITIONS AND REQUIREMENTS**

1. As required by City of Wildomar Municipal Code Section 13.12.050, Regulatory Consistency, and the MS4 Permit from the San Diego Regional Water Quality Control Board, stormwater drainage improvements must be consistent and in accordance with these provisions.
2. As required by City of Wildomar Municipal Code Section 16.40.10, Installation Requirements, the project would comply with the installation requirements for undergrounding utilities.
3. As required by City of Wildomar Municipal Code Section 8.104, Solid Waste Collection and Disposal, the generation, accumulation, handling, collection, transportation, conversion, and disposal of solid waste must be controlled and regulated through the provisions of this chapter.

**MITIGATION MEASURES**

None required.

## 20. **Wildfire**

| If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project: | Potentially Significant Impact | Less Than Significant Impact with Mitigation Incorporated | Less Than Significant Impact | No Impact |
|---|---|---|---|---|
| a) Substantially impair an adopted emergency response plan or emergency evacuation plan? | | | ✓ | |
| b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire? | | | ✓ | |
| c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment? | | | ✓ | |
| d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes? | | | ✓ | |

This section incorporates the information found in **Appendix 21.0**, Wildfire Analysis.

California Government Code Chapter 6.8 directs the California Department of Forestry and Fire Protection (CALFIRE) to identify areas of very high fire hazard severity 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 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.

The eastern and western portions of the City of Wildomar have been designated Very High Fire Hazard Severity Zones. The project site is located in a non-VHFHSZ within the LRA (CALFIRE 2009). Development on the project site would be subject to compliance with the 2019 California Building Code (or the most current version) and the 2019 edition of the California Fire Code (or the most current version). Wildomar is covered under the Riverside County Operational Area Emergency Operations Plan (2019) and the Riverside County Operation Area Multi-Jurisdictional Local Hazard Mitigation Plan (2018). These plans provide guidance to effectively respond to any emergency, including wildfires. In addition, all proposed construction is 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.

a) **Less Than Significant**.

Development on the project site would be subject to compliance with California Building Code. Moreover, the City of Wildomar is under the Riverside County Operational Area Multi-Jurisdictional Local Hazard

Mitigation Plan, which provide guidance to effectively respond to and mitigate emergencies, including wildfires. Furthermore, the proposed project would not conflict with adopted emergency response or evacuation plans. The surrounding roadways would continue to provide emergency access to the project site and surroundings during construction and post-construction. Therefore, impacts are considered less than significant.

b) **Less Than Significant.** The City does not have high-speed prevailing winds, and average wind speeds are approximately 6 miles per hour during the windier part of the year, from November to June (Weather Spark 2021).

Development of the site with the proposed improvements would reduce the amount of exposed vegetation that could be used as fuel on the site. Therefore, the project and site conditions would not contribute to an increase in exposure to wildfire risk. Additionally, development on the project site would be subject to compliance with the California Building Code. Moreover, the City of Wildomar is under the Riverside County Operational Area Multi-Jurisdictional Local Hazard Mitigation Plan, which provides guidance to effectively respond to and mitigate emergencies, including wildfires. The project site is not within a Very High Fire Severity Zone. Therefore, impacts are considered less than significant.

c) **Less Than Significant**. The project site would require expansion of connection to utilities such as electricity, water, and sewer. The project applicant is required to pay for connections and maintenance of onsite utility infrastructure. The utilities would be installed to meet service requirements. The project site is not within a Very High Fire Severity Zone. The construction of infrastructure improvements for the project would not directly increase fire risk, and impacts are less than significant.

d) **Less Than Significant**. As discussed in Section 7 and 10 respectively, above, the project site is not within a landslide hazard area or a flood plain. Historical geographic mapping does not show any flooding or safety concerns caused by the drainage. Construction activities related to the proposed project would be subject to compliance with the CBC and would include best management practices (BMPs). Best management practices 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, landslides, and downstream flooding. Operationally, drainage at the project site would be improved post-construction by utilizing a biofiltration basin. Therefore, with implementation of BMPs, impacts are less than significant.

**STANDARD CONDITIONS AND REQUIREMENTS**

None Required.

**MITIGATION MEASURES**

None.

## V. 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 substantially 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, substantially 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 mandatory findings of significance are 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. As discussed in section 3, Air Quality, with the implementation of **AQ-1**, the proposed project will have a less than significant impact on air quality. With the implementation of mitigation measures **BIO-1** through **BIO-3**, the project will have a less than significant impact on biological resources. , Additionally, as stated in Section 5, Cultural Resources, with implementation of mitigation measures **TRI-1 through TRI-5** the proposed project would have a less than significant impact on cultural resources. Furthermore, as discussed in section 8, Geology and Soils, the proposed project would have a less than significant impact on geological and paleontological resources with implementation of mitigation measures **GEO-1** and **PAL-1** which require the project to incorporate recommendations of the geotechnical report and reduce impacts to geotechnical and paleontological resources. Finally, with the implementation of **TRI-1** through **TRI-5**, the project will have a less than significant impact on tribal cultural resources. Therefore, the proposed project would not significantly affect the environment after implementation of the mitigation measures 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 the proposed building may obscure views of surrounding ridgelines from proximate public vantage points, the proposed project, in combination with other development in the vicinity would not significant impact any scenic vistas. The project requires a variance for its sign height, but the signs are located near Interstate 15 in a commercial area, which is compatible and will not create cumulative impacts related to aesthetics. Furthermore, there are other freeway signs in the vicinity closer to Interstate 15 associated with the other commercial areas. The proposed signs for this project would be compatible with those other signs but given the distance from residences to these signs, the Project would not contribute significantly to a cumulative aesthetic impact. Therefore, the proposed project would have a less than cumulatively considerable impact to aesthetics.

Agriculture and Forestry Resources

Implementation of the proposed project would not result in any impacts to agriculture or forestry resources and would therefore not contribute to cumulative impacts to these resources.

Air Quality

The South Coast Air Quality Management District's approach for assessing cumulative impacts are 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 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 project site is not in a conservation cell and not designated for conservation. Implementation of mitigation measures **BIO-1** through **BIO-3** would reduce impacts associated with biological resources. Moreover, the Project is consistent with the MSHCP, which is a comprehensive, multi-jurisdictional Habitat Conservation Plan focusing on conservation of species and their associated habitats in western Riverside County. The MSHCP is multi-jurisdictional, with the overall goal of maintaining biological and ecological diversity within a rapidly urbanizing region. Th purpose of this regional planning tool is to ensure that biological cumulative impacts are not considerable. Because the Project complies with the MSHCP, the proposed project would have a less than cumulatively considerable impact on biological resources.

Cultural Resources

The majority of the project site has been disturbed by twentieth-century agricultural and maintenance activities and through modern usage as a homeless encampment. The Cultural Resources Survey shows that the project site does not contain structures listed in the National Register Historic Places Index or the Archaeological Determinations of Eligibility. Although the pipe, concrete remnants, and the cinderblock foundation were observed during the survey, none could be determined to be 45 years or older in age, and thus are not considered to be historic cultural resources. However, while no significant cultural resources have been identified within the project area. However, development of the project site could

contribute to a possible an increase in potential impacts to cultural and archaeological resources. However, mitigation measures **TRI-1** through **TRI-5,** would reduce the potential impacts associated with development on the project site. Moreover, these standard mitigation measures will apply to other Projects in the City's jurisdiction. Thus, the project would have a less than cumulatively considerable impact.

Energy

Construction and operation of the improvements would result in an increase in energy. Construction energy would be temporary and normal of development in the region. Section VI.6, Energy, analyzed the project's cumulative contribution to energy in the region and determined the project would have a less than cumulatively considerable environmental impact to energy.

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** and **PAL-1** would result in decreased exposure to the risks associated with seismic activity and would reduce potential impacts to paleontological resources. Therefore, impacts are expected to be less than cumulatively considerable**.**

Greenhouse Gas Emissions

The greenhouse gas analysis in section 8, 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. The project site is not within a Very High Fire Severity Zone. 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 current General Plan land use designation and zoning. Accordingly, 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 section 13, 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. With

the implementation of project conditions limiting the operation of the car wash noise-generating uses as well as with the incorporation of a 10-foot screenwall located at the edge of the project near the residences, the Project will reduce its noise impacts to be within the City's standards. Project construction could result in some noise disturbance; however, these impacts would be temporary and would be restricted to daytime hours. In addition, the project would adhere to the City of Wildomar's policies found in the General Plan Noise Element and the Municipal Code limiting the construction hours of operation. It is possible that other construction projects in the vicinity could overlap with activity on the proposed project site, but other such projects is required to mitigate their construction noise impacts. Specifically, there is one nearby approved Project not yet under construction (Wildomar Crossings Retail Center [27,000 s.f. Commercia & Retail]). Any combined impacts would be temporary, constituting intermittent annoyance perhaps, but not a significant cumulative noise impact as each project, including this Project will be required to reduce their noise impacts. Therefore, the proposed project would have a less than cumulatively considerable impact related to noise.

Population and Housing

Since the project site is planned commercial retail 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

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, project applicant is required to pay development impact fees to fund the expansion of such services. 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.

Recreation

Implementation of the proposed project, in combination with other existing, planned, proposed, approved, and reasonably foreseeable development in the immediate area, would not significantly increase the demand for recreational space. Additionally, as a standard condition of approval, the project applicant is required to pay development impact fees to fund the expansion of such services. 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

The project will create additional trips, and create some VMT. However, given that VMT is inherently a cumulative condition, the City of Wildomar has already determined through its VMT Guidance that since the project is small, and local-serving, the project is exempt from VMT analysis. The overall circulation patterns and development will be addressed through conditions of approval and City review of specific infrastructure needs.

Regionally, 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 required by the City, payment of the Transportation Uniform Mitigation

Fee and the City Development Impact Fee, fully mitigates the proposed project's cumulative impacts. (Article I, Development Impact Fees, of Municipal Code Chapter 3.40 and 3.44 respectively).

Tribal Cultural Resources

Tribal cultural resources are a site-specific resource. Mitigation measures **TRI-1** through **TRI-5** would reduce the potential impacts to tribal cultural resources associated with development on the project site. Other individual projects must address their site-specific impacts in the same manner which in turn addresses any cumulative impacts related to tribal cultural resources. 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. However, project would not result in a significant increase in utility demand and would be accounted for in long-range plans for provision of such services, as provided in the General Plan. Therefore, the proposed project would have less than cumulatively considerable impacts on utilities and service systems.

Wildfire

Development of the project site would not exacerbate wildfire risk for the region; the project site is not located within a Very High Fire Severity Zone. Compliance with California Building Code, Fire Code, and other applicable federal, state, and local regulations would ensure that cumulative hazard conditions are 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. Although a number of impacts were identified as having potential to significantly impact humans, with implementation of the identified mitigation measures and standard conditions and requirements, these impacts are less than significant. With implementation of the identified mitigation measures, the proposed project is not expected to cause significant adverse impacts to humans. Therefore, the project does not have any environmental effects that would cause substantial adverse effects on human beings, either directly or indirectly. Furthermore, because this document analyzes long-term and short-term impacts and mitigates all potential impacts to a less than significant level, 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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| | |
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March 2022 | Response to Comments
State Clearinghouse No. 2022020361

# CLINTON KEITH MARKETPLACE RETAIL PROJECT

City of Wildomar

*Prepared for:*

**City of Wildomar**
Matthew Bassi, Planning Director
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Wildomar, CA 92595
951.677.7751

*Prepared by:*

**Albert A. Webb Associates**
3788 McCray St.
Riverside, CA 92506

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# 1. Introduction

## 1.1 INTRODUCTION

This document includes a compilation of the public comments received on the Clinton Keith Marketplace Retail Project Initial Study and Mitigated Negative Declaration (collectively, "MND"; State Clearinghouse No. 2022020361) and the City of Wildomar's (City) responses to the comments.

Under the California Environmental Quality Act (CEQA), a lead agency is not required to prepare formal responses to comments on an MND. However, CEQA requires the City to have adequate information on the record explaining why the comments do not affect the conclusion of the MND that there are no potentially significant environmental effects. In the spirit of public disclosure and engagement, the City—as the lead agency—has responded to all written comments submitted on the MND during the 30-day public review period, which began February 16, 2022 and ended March 17, 2022.

## 1.2 DOCUMENT FORMAT

**Section 1, *Introduction.*** This section describes CEQA requirements and the content of this document.

**Section 2, *Response to Comments.*** This section provides a list of agencies and persons commenting on the MND, copies of comment letters received during the public review period, and individual responses to written comments. To facilitate review of the responses, each comment letter has been reproduced and assigned a letter. Individual comments for each letter have been numbered, and the letter is followed by responses with references to the corresponding comment number.

**Appendix A, *Mitigation Monitoring and Reporting Program.*** This document lists all the mitigation measures required for implementation of the project, the phase in which the measures would be implemented, and the enforcement agency responsible for compliance. The monitoring program provides 1) a mechanism for giving the lead agency staff and decision makers feedback on the effectiveness of their actions; 2) a learning opportunity for improved mitigation measures on future projects; and 3) a means of identifying corrective actions, if necessary, before irreversible environmental damage occurs.

## 1.3 CEQA REQUIREMENTS REGARDING COMMENTS AND RESPONSES

CEQA Guidelines Section 15204 (b) outlines parameters for submitting comments on negative declarations, and reminds persons and public agencies that the focus of review and comment of MNDs should be on the proposed findings that the project will not have a significant effect on the environment. If the commenter believes that the project may have a significant effect, they should: (1) Identify the specific effect, (2) Explain why they believe the effect would occur, and (3) Explain why they believe the effect would be significant.

# 1. Introduction

CEQA Guidelines Section 15204 (c) further advises, "Reviewers should explain the basis for their comments, and should submit data or references offering facts, reasonable assumptions based on facts, or expert opinion supported by facts in support of the comments. Pursuant to Section 15064, an effect shall not be considered significant in the absence of substantial evidence."

Section 15204 (d) also states, "Each responsible agency and trustee agency shall focus its comments on environmental information germane to that agency's statutory responsibility." Section 15204 (e) states, "This section shall not be used to restrict the ability of reviewers to comment on the general adequacy of a document or of the lead agency to reject comments not focused as recommended by this section."

Finally, CEQA does not require a lead agency to conduct every test or perform all research, study, and experimentation recommended or demanded by commenters. When responding to comments, lead agencies need only respond to potentially significant environmental issues and do not need to provide all information requested by reviewers, as long as a good faith effort at full disclosure is made in the environmental document.

# 2. Response to Comments

This section provides all written comments received on the circulated MND and the City's response to each comment.

Comment letters and specific comments are given letters and numbers for reference purposes. Where sections of the MND are excerpted in this document, they are indented. The following is a list of all comment letters received on the circulated MND during the public review period.

| Letter Reference | Commenting Person/Agency | Date of Comment | Page No. |
|---|---|---|---|
| A | Adria Reinerston, CAL FIRE/Riverside County Fire Department | February 25, 2022 | 6 |
| B | Deanna Lestina, Riverside County Flood Control & Water Conservation District | March 16, 2022 | 7 |

## 2. Response to Comments

LETTER A – Adria Reinerston, CAL FIRE/Riverside County Fire Department (1 page)

**From:** Reinertson, Adria@CALFIRE
**To:** Matthew Bassi
**Cc:** Payne, Steven@CALFIRE
**Subject:** IS/MND Clinton Keith Marketplace
**Date:** Friday, February 25, 2022 4:15:28 PM

**[The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.]**

Hello again Matt. I have reviewed the IS/MND for Clinton Keith Marketplace and do not have any comments from the Strategic Planning Division. I believe Steve Payne made comments regarding fire access, water, etc.

**Adria Reinertson**
Deputy Fire Marshal/Office of the Fire Marshal
CAL FIRE/Riverside County Fire Department
Direct: 951-955-5272 | Main: 951-955-4777
2300 Market St., Ste 150, Riverside, CA 92501
adria.reinertson@fire.ca.gov | www.rvcfire.org

■ Leadership ■ Competence ■ Integrity ■ Safety ■ Customer Service ■

The Office of the County Fire Marshal is committed to facilitating fire and life safety solutions by empowering its employees to serve our community through innovation and partnership.

**Response to Comment Letter A:** The City thanks the Strategic Planning Division for their review of the IS/MND, and notes that the Strategic Planning Division has no comments on the IS/MND.

LETTER B – Deanna Lestina, Riverside County Flood Control & Water Conservation District (1 page)

**From:** Lestina, Deanna
**To:** Matthew Bassi
**Cc:** Cunningham, Kevin
**Subject:** NOP of MND for Clinton Keith Marketplace Retail Project
**Date:** Wednesday, March 16, 2022 7:06:54 AM
**Attachments:** image001.png

Dear Mr. Bassi,

This email is written in response to the Notice of Preparation (NOP) of the Mitigated Negative Declaration (MND) for the Clinton Keith Marketplace Retail Project. The proposed development is on the northwest corner of Clinton Keith Rd. and Hidden Springs Rd., County of Riverside. Riverside County Flood Control and Water Conservation District's (District) has reviewed the NOP and has the following comments:

1. Please note that if the project proposes storm drains 36 inches or larger in diameter the District would consider accepting ownership of such facilities on written request of the City. Facilities must be constructed to District standards, and District plan check and inspection will be required for District acceptance. Plan check, inspection, and administrative fees will be required. To obtain further information regarding the design requirements for the District to accept developer-built facilities, please contact Albert Martinez of the District's Plan Check Section at 951.955.8885.

Thank you for the opportunity to review the NOP. For our record keeping purposes, we request that you acknowledge receipt of this email. If you have any questions concerning this email, I may be contacted at 951.955.3134 or Kevin Cunningham at 951.955.1526.

Deanna Lestina | ERS II
Assistant Flood Control Planner
D: (951)955-3134
Riverside County Flood Control &
Water Conservation District
Office Hours:Tu-Fr, 6:00A-4:30P

**Response to Comment Letter B:** The Project will extend the existing 36-inch and 18-inch diameter storm drains underneath the proposed Project to continue conveying offsite run-off through the site. The City will coordinate with the District on the improvements, and will ensure that they are constructed to District standards if they will be conveyed to the District.

March 2022 | Mitigation Monitoring and Reporting Program
State Clearinghouse No. 2022020361

# CLINTON KEITH MARKETPLACE RETAIL PROJECT

City of Wildomar

*Prepared for:*

**City of Wildomar**
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*Prepared by:*

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# 1. Introduction

## 1.1 PURPOSE OF MITIGATION MONITORING AND REPORTING PROGRAM

The City of Wildomar (City) is the lead agency for the proposed Clinton Keith Marketplace Retail Project and has developed this Mitigation Monitoring and Reporting Program (MMRP) as a vehicle for monitoring mitigation measures outlined in the Clinton Keith Marketplace Retail Project Mitigated Negative Declaration (MND), State Clearinghouse No. 2022020361. As the lead agency, the City is responsible for implementing the MMRP, which has been prepared in conformance with Section 21081.6 of the California Public Resources Code, as follows:

> (a) When making findings required by paragraph (1) of subdivision (a) of Section 21081 or when adopting a mitigated negative declaration pursuant to paragraph (2) of subdivision (c) of Section 21080, the following requirements shall apply:
>
> (1) The public agency shall adopt a reporting or 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. The reporting or monitoring program shall be designed to ensure compliance during project implementation. For those changes which have been required or incorporated into the project at the request of a responsible agency or a public agency having jurisdiction by law over natural resources affected by the project, that agency shall, if so requested by the lead or responsible agency, prepare and submit a proposed reporting or monitoring program.
>
> (2) 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.

The MMRP consists of mitigation measures that avoid, reduce, and/or fully mitigate potential environmental impacts. The mitigation measures have been identified and recommended through preparation of the MND and drafted to meet the requirements of Public Resources Code, Section 21081.6.

# 1.2 PROJECT CHARACTERISTICS

## 1.2.1 Project Location

The Project site is located at the northwest corner of Hidden Springs Road and Clinton Keith Road extending westward to Stable Lanes Road in the City of Wildomar, California on approximately 8.8 acres. The Project Site is comprised of Assessor's Parcel Numbers (APN's) 380-110-004 -009, -010, -014, and -016. Road rights of way are located on Stable Lanes Road, Hidden Springs Road and Clinton Keith Road and is located in Section 1, Township 7 South, Range 4 West, of the San Bernardino Baseline and Meridian, identified on the Wildomar/Murrieta, California USGS 7.5 Quadrangle Map.

## 1.2.2 Proposed Improvements

The proposed Project consists of a commercial retail center located on approximately 8.948 acres to build a 66,173 square-foot multi-tenant retail center. The proposed Project uses consisting of the following:

- 1) 22,000 sf grocery store ("Major Building A");
- 2) an 18,000 sf building to include a 13,000 sf pharmacy store on the 1st floor and a 5,000 sf office/medical use on the second 2nd floor ("Major Building B");
- 3) a 7,700 sf building with multi-retail building;
- 4) a 4,800 square-foot retail building for a future cannabis retail use;
- 5) a 7,600 square-foot automotive retail store,
- 6) a 4,800 square-foot fast-food/drive through restaurant; and
- 7) a 1,273 square-foot express car wash building with on-site and off-site amenities and improvements.

The main "Major A Building" is located in the northerly portion of the site, one pad building at the corner of Stable Lanes Road and Clinton Keith Road, one pad set back from Clinton Keith Road is planned for a 1,273 sq. ft. carwash. The main "Major B Building" is located at the corner of Hidden Springs Road and Clinton Keith Road. Internal and adjacent to the south side of the Major A Building is a 7,700 sq. ft. building planned for smaller retail shop units. An open-air infiltration/detention basin is in the northwesterly corner of the site and an underground infiltration/detention basin is located adjacent to Clinton Keith Road under the on-site parking area. While individual hours of operation for each use will vary, the proposed retail development is anticipated to operate seven days a week between the hours of 6:00am to 1:00am. Loading facilities and areas dedicated for trash compaction, recycling and related functions will be located at the back of the buildings screened from public view. All car wash, car wash vacuum and outdoor delivery truck activity will be limited to the daytime hours between 7:00 a.m. and 10:00 p.m. No car wash, car wash vacuum or outdoor delivery truck activity shall be permitted during the nighttime hours between 10:00 p.m. and 7:00 a.m. The Project will also

include a 10-foot-high screenwall for the outdoor loading dock area of the Major A building adjacent to the existing noise sensitive residential homes on Crystal Way.

The Project includes the following actions by the City of Wildomar Planning Commission, including adoption of the Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP):

- **Vesting Tentative Parcel Map (TPM No. 37736):** The Project requires a subdivision of approximately 8.94 acres into seven (7) parcels to accommodate the proposed Project. The Parcel Map is proposed as a "Vesting Parcel Map' as permitted under Chapter 16.12.090 of the WMC and Subdivision Map Act.

- **Conditional Use Permit (CUP) No. 21-0033**: The Project requires approval of a Conditional Use Permit under the current zoning of C-P-S (Scenic Highway Commercial) to establish a 1,273 square-foot self-serve car wash facility. Development of the car wash requires compliance with the city's commercial design standards and guidelines.

- **Variance (VAR) No. 21-0033:** The project requires a variance to construct two (2) 65-foot tall freeway signs that are 609 square feet per sign face on Clinton Keith and Hidden Springs (i.e., sign height and sign area) since the maximum height for a freeway identification sign is 45-feet and maximum sign area is 150 square feet per sign face.

- **Plot Plan (PP):** The project will require approval of Plot Plan to develop the 8.8-acre site into 66,173 square-foot multi-tenant retail center with related on-site and off-site amenities and improvements listed as numbers 1 through 7 above.

## 1.3 ENVIRONMENTAL IMPACTS

### 1.3.1 Impacts Considered Less Than Significant

The MND identified various thresholds from the California Environmental; Quality Act (CEQA) Guidelines in a number of environmental categories that would not be significantly impacted by the proposed project and therefore did not require mitigation. Impacts to the were found to be less than significant:

- Aesthetics
- Agriculture and Forestry Resources
- Energy
- Greenhouse Gas Emissions
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Utilities and Service Systems
- Wildfire

# 1. Introduction

## 1.3.2 Potentially Significant Adverse Impacts That Can Be Mitigated, Avoided, or Substantially Lessened

Air Quality, Biological Resources, Cultural Resources, Geology and Soils, and Tribal Cultural Resources were identified as having potentially significant impacts that could be reduced, avoided, or substantially lessened through implementation of mitigation measures. No significant and unavoidable impacts were identified.

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# 2. Mitigation Monitoring Process

## 2.1 MITIGATION MONITORING PROGRAM ORGANIZATION

Overall MMRP management is the responsibility of the City of Wildomar. The City's technical consultants (CEQA consultant, etc.) may perform related monitoring tasks under the direction of the environmental monitor if they are contracted by the City.

## 2.2 CITY OF WILDOMAR

As the lead agency, the City is responsible for the review of all monitoring reports, enforcement actions and document disposition. The City will rely on information provided by individual monitors (e.g., CEQA consultant, etc.) as accurate and up to date, and will field check mitigation measure status, as required.

## 2.3 MITIGATION MONITORING TEAM

The mitigation monitoring team, consisting of the designated Project Manager (City Planning Director) and Technical Consultants (CEQA consultant, etc.) are responsible for monitoring implementation and compliance with all adopted mitigation measures and conditions of approval. A major portion of the team's work is in-field monitoring and compliance report preparation. Implementation disputes are brought to the Project Manager, and any appeals would go to the City Manager and ultimately the Planning Commission and City Council.

### 2.3.1 Monitoring Team

The following summarizes key positions in the MMRP and their respective functions:

- **Project Manager:** Responsible for coordination of mitigation monitoring team, technical consultants, report preparation, and overall program administration and document/report clearinghouse.
- **Construction Contractor:** Responsible for coordination of mitigation monitoring team; technical consultants; report preparation; and implementation the monitoring program, including overall program administration, document/report clearinghouse, and first phase of dispute resolution.
- **Technical Consultants:** Responsible for monitoring in respective areas of expertise (CEQA consultant, project engineer, noise analyst/specialist). Report directly to the Project Manager.

### 2.3.2 Recognized Experts

The use of recognized experts on the monitoring team is required to ensure compliance with scientific and engineering mitigation measures. The mitigation monitoring team's recognized experts assess compliance with required mitigation measures, and recognized experts from responsible agencies consult with the Project Manager regarding disputes.

## 2.4 DISPUTE RESOLUTION

If the mitigation monitor determines that a mitigation measure, in the opinion of the monitor, has not been implemented or has not been implemented correctly, the problem will be brought before the Project Manager for resolution. The decision of the Project Manager is final unless appealed to the City Manager. The Project Manager will have the authority to issue stop-work order until the dispute is resolved.

## 2.5 ENFORCEMENT

Public agencies may enforce conditions of approval through their existing police power, using stop-work orders, fines, infraction citations, or in some cases, notice of violation for tax purposes.

# 3. Mitigation Monitoring Requirements

## 3.1 PREMONITORING MEETING

A pre-monitoring meeting will be scheduled to review mitigation measures, implementation requirements, schedule conformance, and mitigation monitoring committee responsibilities. Committee rules are established, the entire mitigation monitoring program is presented, and any misunderstandings are resolved.

## 3.2 CATEGORIZED MITIGATION MEASURES/MATRIX

Project-specific mitigation measures have been categorized in matrix format, as shown in Table 3-1, *Mitigation Monitoring Requirements for Clinton Keith Marketplace Retail Project*. The matrix identifies the environmental factor, specific mitigation measures, schedule, and responsible monitor. The mitigation matrix will serve as the basis for scheduling the implementation of, and compliance with, all mitigation measures. These mitigation measures are also contained in the Conditions of Approval matrix for the Project.

## 3.3 IN-FIELD MONITORING

Project monitors and technical subconsultants shall exercise caution and professional practices at all times when monitoring implementation of mitigation measures. Protective wear (e.g. hard hat, glasses) shall be worn at all times in construction areas. Injuries shall be immediately reported to the mitigation monitoring committee.

## 3.4 DATABASE MANAGEMENT

All mitigation monitoring reports, letters, and memos shall be prepared utilizing Microsoft Word software on IBM-compatible PCs.

## 3.5 COORDINATION WITH CONTRACTORS

The construction manager is responsible for coordination of contractors and for contractor completion of required mitigation measures.

## 3.6 LONG-TERM MONITORING

Long-term monitoring related to several mitigation measures will be required, including tribal cultural monitoring during construction activities.

# 3. Mitigation Monitoring Requirements

Table 3-1 Mitigation Monitoring Requirements

| | Mitigation Measure | Responsibility for Implementation | Timing | Responsibility for Monitoring | Monitor (Signature Required) (Date of Compliance) |
|---|---|---|---|---|---|
| AIR QUALITY | | | | | |
| AQ-1 | For construction equipment greater than 150 horsepower (>150 hp), the Construction Contractor shall ensure that off-road diesel construction equipment that complies with Environmental Protection Agency (EPA)/California Air Resources Board (CARB) Tier 3 emissions standards and shall ensure that all construction equipment is tuned and maintained in accordance with the manufacturer's specifications. | Construction Contractor | During any ground-disturbing construction activities | City of Wildomar Planning Department and Building and Safety Department | |
| BIOLOGICAL RESOURCES | | | | | |
| BIO-1 | Within 30 days prior to initiating ground disturbing activities, the Project Proponent shall retain a qualified biologist to complete a pre-construction avoidance survey, in accordance with the MSHCP guidelines. If the pre-construction survey is negative and BUOW is confirmed absent, then ground-disturbing activities shall be allowed to commence, and no further mitigation would be required. If BUOWs have colonized the study area prior to initiation of construction, the Project Proponent shall immediately inform RCA and the wildlife agencies (CDFW and USFWS). A BUOW Protection and Relocation Plan shall be prepared in accordance with CDFW's guidance on burrowing owl protection and relocation prior to initiating ground disturbance. | Project Applicant and qualified biologist | Within 30 days prior to initiating ground disturbing activities | City of Wildomar Planning Department and Building and Safety Department | |
| BIO-2 | Vegetation clearing for the project shall be conducted outside the avian nesting season, which is generally defined as February 15 to August 31. If vegetation clearing must take place during the nesting season, a qualified biologist shall perform a pre-construction Nesting Bird Survey no more than seven days prior to vegetation impacts. Results of the survey shall be submitted to the City for review and approval prior to initiating impacts during the breeding season. If active bird nests are confirmed to be present during the pre-construction survey, the project biologist shall delineate an appropriate buffer between 100 and 300 feet (500 feet for raptors) around each nest. Construction activities within the buffer shall not be permitted until nesting behavior has ceased, nests have failed, or young have fledged. The project biologist may modify the buffer or propose other recommendations in order to minimize disturbance to nesting birds. | Project Applicant and qualified biologist | During vegetation clearing process | City of Wildomar Planning Department and Building and Safety Department | |
| BIO-3 | The proposed project will impact approximately 0.40 acres of MSHCP Riparian/Riverine habitat. Pursuant to Table 13 herein, the project will provide a total of 1.10 acres of mitigation at the ratios outlined in Table 13 at an approved Mitigation Bank or an approved In Lieu Fee Program. The mitigation is proposed to occur at the Riverpark Mitigation Bank or other Mitigation Bank should credits not be available at the Riverpark Mitigation Bank that provides re-establishment of alkali playa and vernal | Project Applicant | Prior to the issuance of grading permits | City of Wildomar Planning Department and Building and Safety Department | |

# 3. Mitigation Monitoring Requirements

Table 3-1 Mitigation Monitoring Requirements

| | Mitigation Measure | Responsibility for Implementation | Timing | Responsibility for Monitoring | Monitor (Signature Required) (Date of Compliance) |
|---|---|---|---|---|---|
| | pool habitat which are two of the rarest habitat types in the MSHCP. Proof of mitigation credit purchase shall be provided to the City prior to issuance of grading permits. | | | | |
| CULTURAL RESOURCES | | | | | |
| See Mitigation Measures TRI-1 through TRI-5. | | | | | |
| GEOLOGY AND SOILS | | | | | |
| GEO-1 | All recommendations contained in the Geotechnical prepared by CTE South, Inc. and dated November 12, 2019 shall be implemented as mitigation measures. | Project Applicant | Prior to grading activities and during construction activities | City of Wildomar Planning Department and Building and Safety Department | |
| PAL-1 | Prior to construction, a Qualified Paleontologist should be retained and a Paleontological Resources Impact Mitigation Program (PRIMP) should be prepared that outlines paleontological mitigation and fossil discovery procedures. Any subsurface bones or potential fossils that are unearthed during construction should be evaluated, recorded, and reported by a Qualified Paleontologist, and, if significant, curated at the Western Science Center (WSC) or another appropriate repository. | Project Applicant and qualified paleontologist | Prior to construction | City of Wildomar Planning Department and Building and Safety Department | |
| TRIBAL CULTURAL RESOURCES | | | | | |
| TRI-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 Soboba Band of Luiseno Indians and 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 consulting tribe(s) are satisfied that construction will not disturb cultural resources. | Professional archaeologist | During any ground-disturbing construction activities | City of Wildomar Planning Department and Building and Safety Department | |
| TRI-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 | Professional archaeologist | Prior to issuance of a grading permit | City of Wildomar Planning Department | |

Table 3-1 Mitigation Monitoring Requirements

| | Mitigation Measure | Responsibility for Implementation | Timing | Responsibility for Monitoring | Monitor (Signature Required) (Date of Compliance) |
|---|---|---|---|---|---|
| | 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 TRI-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. | | | and Building and Safety Department | |
| TRI-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 Soboba Band of Luiseno Indians, the Rincon Band of Luiseño Indians, and 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; 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. | Project Applicant | Prior to issuance of grading permit | City of Wildomar Planning Department and Building and Safety Department | |
| TRI-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 | Tribal cultural monitor(s) | During ground-disturbing activities | City of Wildomar Engineering Department and Planning Department | |

# 3. Mitigation Monitoring Requirements

Table 3-1 Mitigation Monitoring Requirements

| Mitigation Measure | Responsibility for Implementation | Timing | Responsibility for Monitoring | Monitor (Signature Required) (Date of Compliance) |
|---|---|---|---|---|
| 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). | | | | |

Table 3-1 Mitigation Monitoring Requirements

| | Mitigation Measure | Responsibility for Implementation | Timing | Responsibility for Monitoring | Monitor (Signature Required) (Date of Compliance) |
|---|---|---|---|---|---|
| TRI-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:<br>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.<br>b. One or more of the following treatments, 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:<br>i. Preservation in place of the cultural resources, if feasible. Preservation in place means avoiding the resources, leaving them in the place they were found with no development affecting the integrity of the resources.<br>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).<br>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. | Tribal cultural monitor(s), landowner | During ground-disturbing activities | City of Wildomar Engineering Department and Planning Department | |

# 4. Mitigation Monitoring Reports

Mitigation monitoring reports are required to document compliance with the Mitigation Monitoring Program and to resolve disputes. Specific reports include:

- Field Check Report
- Implementation Compliance Report
- Dispute/Enforcement Report

## 4.1 FIELD CHECK REPORT

Field check reports are required to record in-field compliance and conditions.

## 4.2 IMPLEMENTATION COMPLIANCE REPORT

The Implementation Compliance Report (ICR) is prepared to document the implementation of mitigation measures on a phased basis, based on the information in Table 3-1. The report summarizes implementation compliance, including mitigation measures, date completed, and monitor's signature.

## 4.3 DISPUTE/ENFORCEMENT REPORT

The Dispute/Enforcement Report (DER) is prepared to document the outcome of the Project Manager or City Manager and becomes a portion of the ICR.

# 4. Mitigation Monitoring Reports

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# 5. Community Involvement

Monitoring reports are public documents and are available for review by the general public. Discrepancies in monitoring reports can be taken to the Project Manager or City Manager by the general public.

# 5. Community Involvement

*This page intentionally left blank.*

# 6. Report Preparation

## 6.1 LIST OF PREPARERS

### City of Wildomar

Matthew C. Bassi, Planning Director

Erica Vega, Assistant City Attorney

### Albert A. Webb Associates

Stephanie Standerfer, Vice President

Emily Webb, Senior Land Use and Entitlements Specialist

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# CLINTON KEITH MARKETPLACE

## ENTITLEMENT SUBMITTAL

### PROJECT DIRECTORY


**OWNER/DEVELOPER**
JOSE L. RAMOS, PRESIDENT
SOMAR LAND GROUP, INC.
302 HOLLISTER ST.
SAN DIEGO, CA 92154

STEPHEN MACIE - C/O
SOMAR LAND GROUP, INC.
16391 HARWICH CIRCLE
RIVERSIDE, CA. 92503
(702) 497-3101
stevecgate@aol.com

**LAND DEVELOPMENT CONSULTANT**
PACIFIC WEST HOME SOLUTIONS, LLC.
25520 AVENUE STANFORD, STE. 311
SANTA CLARITA, CA 91355
RON DRUSCHEN
(626) 482-4580
rdruschen@pacificwesthomesolutions.com

**ARCHITECT**
KTGY GROUP, INC.
17911 VON KARMAN AVE, STE 200
IRVINE, CA 92614
MICHAEL TSENG
(949) 797-8370
mtseng@ktgy.com

**LANDSCAPE ARCHITECT**
WITHERS & SANDGREN
20948 TULSA STREET
CHATSWORTH, CA 91311
LACEY WITHERS
(818) 291-0200
lacey@withersandsandgren.com


### PROJECT INFORMATION

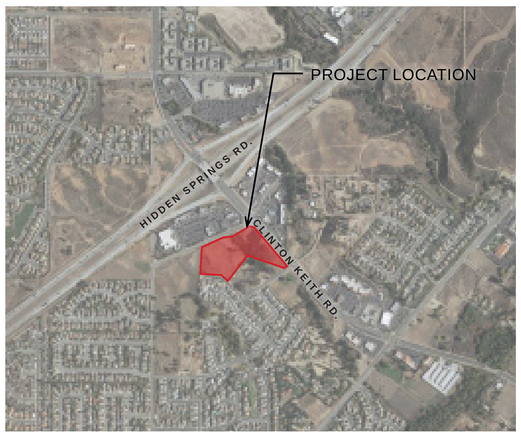
**SCOPE OF WORK**
PROPOSED DEVELOPMENT OF ±8.9 AC SITE WHICH INCLUDES ±53,790 SF RETAIL, ±8,000 SF OFFICE, ±9,600 RESTAURANTS, AND ON-SITE IMPROVEMENTS. PROPOSED RETAIL USES INCLUDE MARKET, RESTAURANTS, SHOPS, OFFICE SPACE, DRUG STORE AND CAR WASH.

**ASSESSOR'S PARCEL NUMBERS**
380-110-004, 009, 010, 014 AND 016

**GENERAL PLAN LAND USE DESIGNATION**
COMMERCIAL RETAIL (CR)

**CURRENT ZONING**
SCENIC HIGHWAY COMMERCIAL (C-P-S)

VICINITY MAP
N.T.S.




**CONDITIONALLY APPROVED**

- ☐ BY THE PLANNING DEPARTMENT
- ☐ BY THE PLANNING DIRECTOR
- ☒ BY THE PLANNING COMMISSION
- ☐ BY THE CITY COUNCIL

FOR THE CITY OF WILDOMAR ON 05 /18 /2022

APPLICATION NOS. PA 21-0033

PLANNER Abdu Lachgar

SIGNATURE

### DRAWING INDEX


**ARCHITECTURAL**
1 TITLE SHEET
2 CONCEPTUAL SITE PLAN
3 TRUCK PATH AND LOADING EXHIBIT
4 CONCEPTUAL FLOOR PLAN - MAJOR A
5 CONCEPTUAL ROOF PLAN - MAJOR A
6 CONCEPTUAL ELEVATIONS - MAJOR A
7 CONCEPTUAL ELEVATIONS - MAJOR A
8 CONCEPTUAL FLOOR PLAN - MAJOR B - 1ST FLOOR
9 CONCELTUAL FLOOR PLAN - MAJOR B - 2ND FLOOR
10 CONCEPTUAL ROOF PLAN - MAJOR B
11 CONCEPTUAL ELEVATIONS - MAJOR B
12 CONCEPTUAL ELEVATIONS - MAJOR B
13 CONCEPTUAL FLOOR PLAN - SHOPS 1
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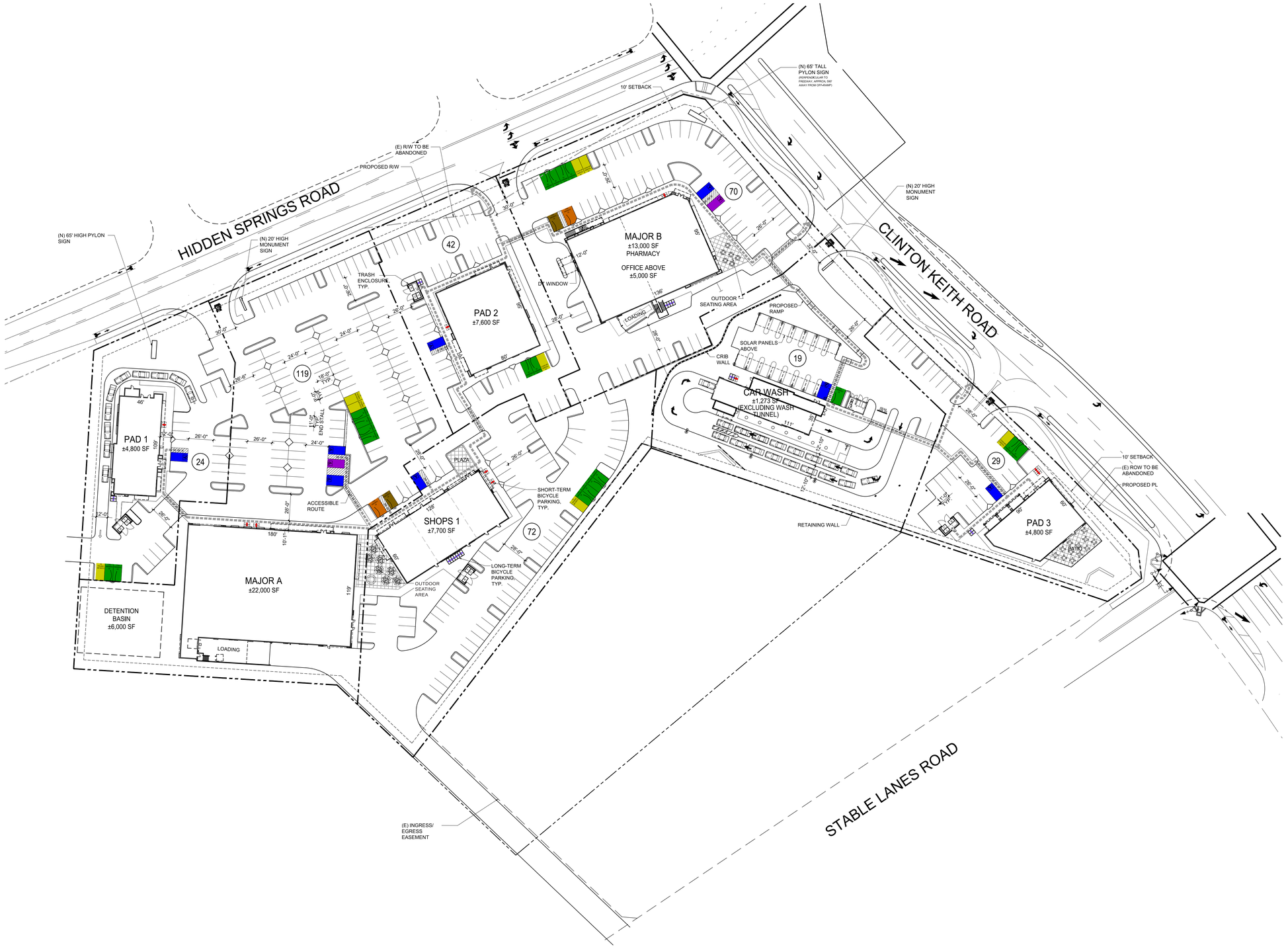
15 CONCEPTUAL ELEVATIONS - SHOPS 1
16 CONCEPTUAL FLOOR PLAN - PAD 1
17 CONCEPTUAL ROOF PLAN - PAD 1
18 CONCEPTUAL ELEVATIONS - PAD 1
19 CONCEPTUAL FLOOR PLAN - PAD 2
20 CONCEPTUAL ROOF PLAN - PAD 2
21 CONCEPTUAL ELEVATIONS - PAD 2
22 CONCEPTUAL FLOOR PLAN - PAD 3
23 CONCEPTUAL ROOF PLAN - PAD 3
24 CONCEPTUAL ELEVATIONS - PAD 3
25 CONCEPTUAL FLOOR PLAN - CAR WASH
26 CONCEPTUAL ROOF PLAN - CAR WASH
27 CONCEPTUAL ELEVATIONS - CAR WASH
28 CONCEPTUAL RENDERING

**LANDSCAPE**
L1 PRELIMINARY LANDSCAPE PLAN




## SITE SUMMARY

| | |
|---|---|
| Gross Site Area: | ±388,238 SF (±8.9 AC) |
| Building Area: | ±66,173 SF |
| Coverage: | 16.3%[1] |
| Parking Required: | 364 Stalls |
| Parking Provided: | 375 Stalls |
| Parking Ratio: | 5.5/1000 |

## PARKING CALCULATIONS

### Required Parking Stalls

| | |
|---|---|
| Standard: | 364[2] |
| Accessible: | 8 |
| Van Accessible: | 2 |
| Clean Air/Vanpool/EV: | 31[3] |
| Electric Vehicle Charging Stations (EVCS): | 23[4] |
| Standard Accessible: | 1 |
| Van Accessible: | 1 |

### Required Bicycle Parking

| | |
|---|---|
| Short-Term Required: | 19[5] |
| Short-Term (**Class II**) Provided: | 20 |
| Long-Term Required: | 19[5] |
| Long-Term (**Class I**) Provided: | 19 |

[1] Based on building footprints (63,490 sf, including car wash tunnel)

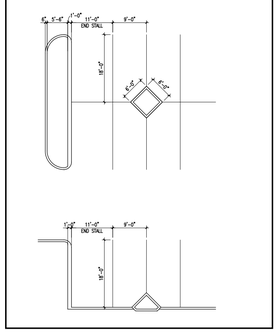
[2] Based on City of Wildomar Parking Standards:
General Retail: 5.5/1000 (66,173 sf excluding car wash tunnel) = 364

[3] Total Clean Air/Vanpool/EV Stalls include total EVCS Stalls

[4] Total EVCS Stalls include Accessible and Van Accessible EVCS Stalls

[5] Based on CalGreen Code:
Short-term bicycle parking: 5% of stalls provided (375) = 19 spaces
Long-term bicycle parking: 5% of stalls provided (375) = 19 spaces
*Note: CalGreen Code satisfies WMC17.188.060 Requirements*

**TYPICAL PARKING STALLS**




**LEGEND**

- Accessible Path of Travel
- Standard Accessible Stalls: 8
- Van Accessible Stalls: 2
- Clean Air/Vanpool/EV Stalls: 8
- Regular EVCS Stalls: 19
- Standard Accessible EVCS Stalls: 2
- Van Accessible EVCS Stalls: 2
- Short-term (Class II) Bicycle Parking Space: 20
- Long-term (Class I) Bicycle Parking Space: 19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ktgy.com

**Somar Land Group, Inc.**
302 Hollister Street
San Diego, CA 92154


**CLINTON KEITH MARKETPLACE**
WILDOMAR, CA # 2019-0673

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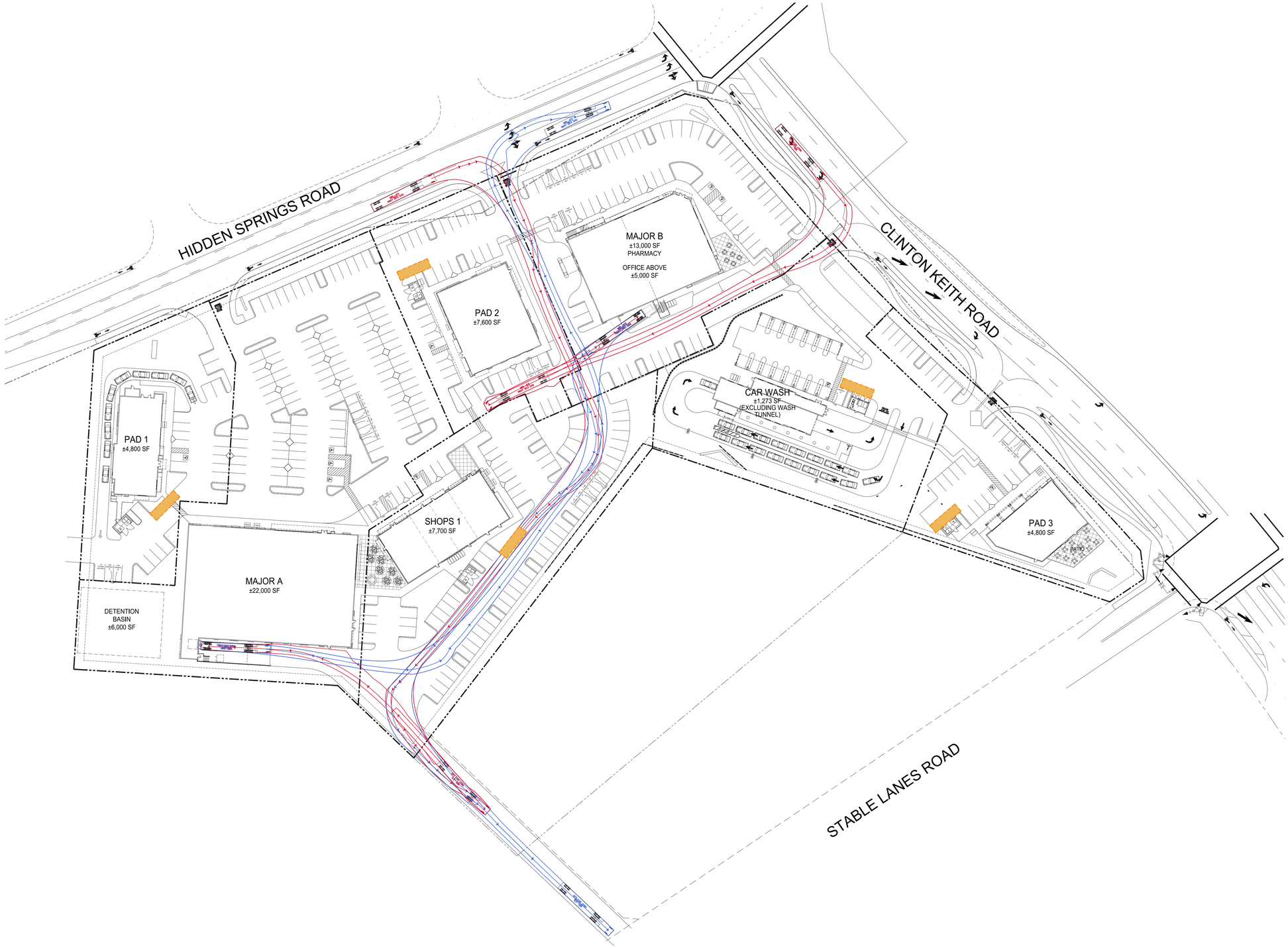
| | 03/16/22 | ENTITLEMENT RESUBMITTAL |
| | | |

ENTITLEMENT PACKAGE
MARCH 16, 2022

0 25' 50' 100'
SCALE: 1" = 50'

OVERALL SITE PLAN




**LEGEND**

- Loading Area (10'x35')
- Ingress Truck Path
- Egress Truck Path

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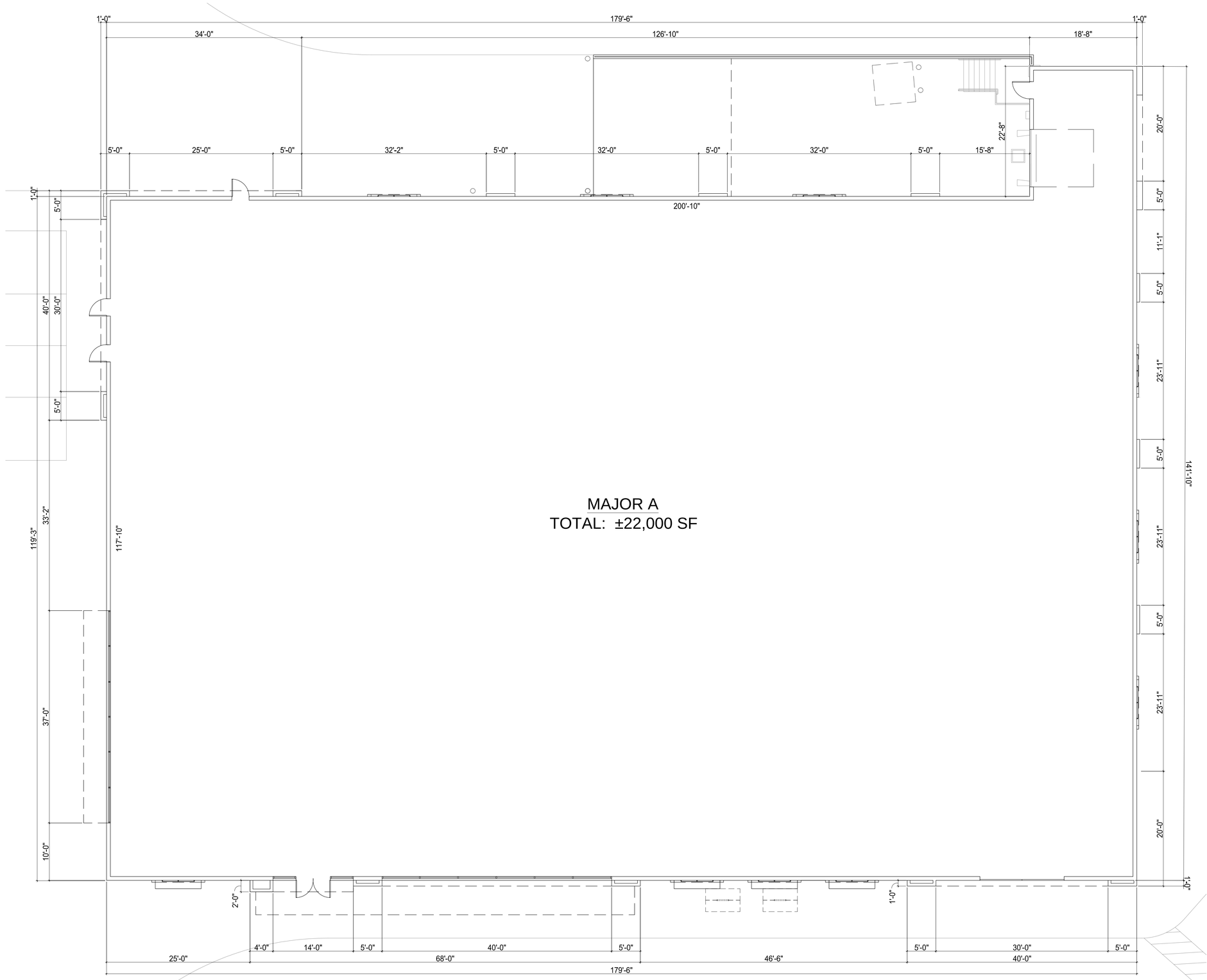
ENTITLEMENT PACKAGE
MARCH 16, 2022

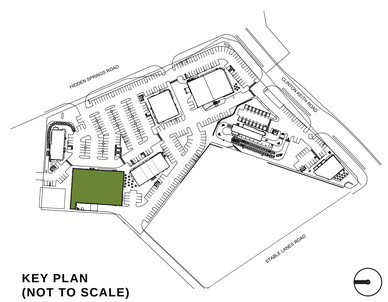
0 25' 50' 100'
SCALE: 1" = 50'

# TRUCK PATH & LOADING EXHIBIT

3




MAJOR A
TOTAL: ±22,000 SF




KEY PLAN
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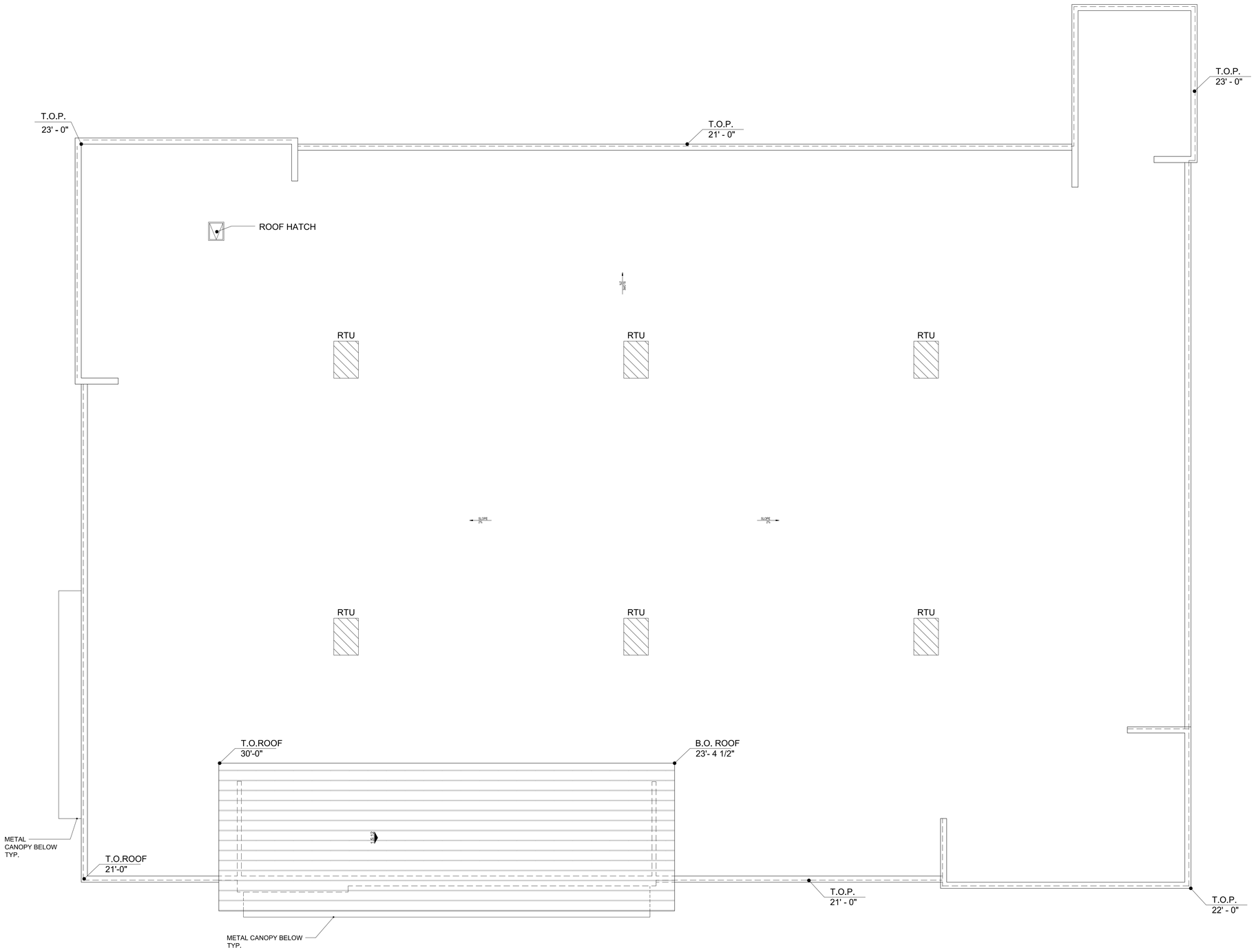
| | | |

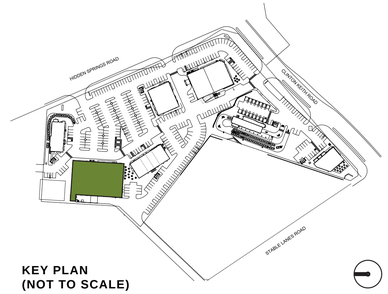
ENTITLEMENT PACKAGE
MARCH 16, 2022

0 4 8 16
SCALE: 1/8" = 1'-0"

CONCEPTUAL FLOOR PLAN
MAJOR A

4




**KEY PLAN**
**(NOT TO SCALE)**

NOTE: RTU PLACEMENT IS CONCEPTUAL IN NATURE, THEREFORE SUBJECT TO CHANGE.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| | | |

ENTITLEMENT PACKAGE
MARCH 16, 2022

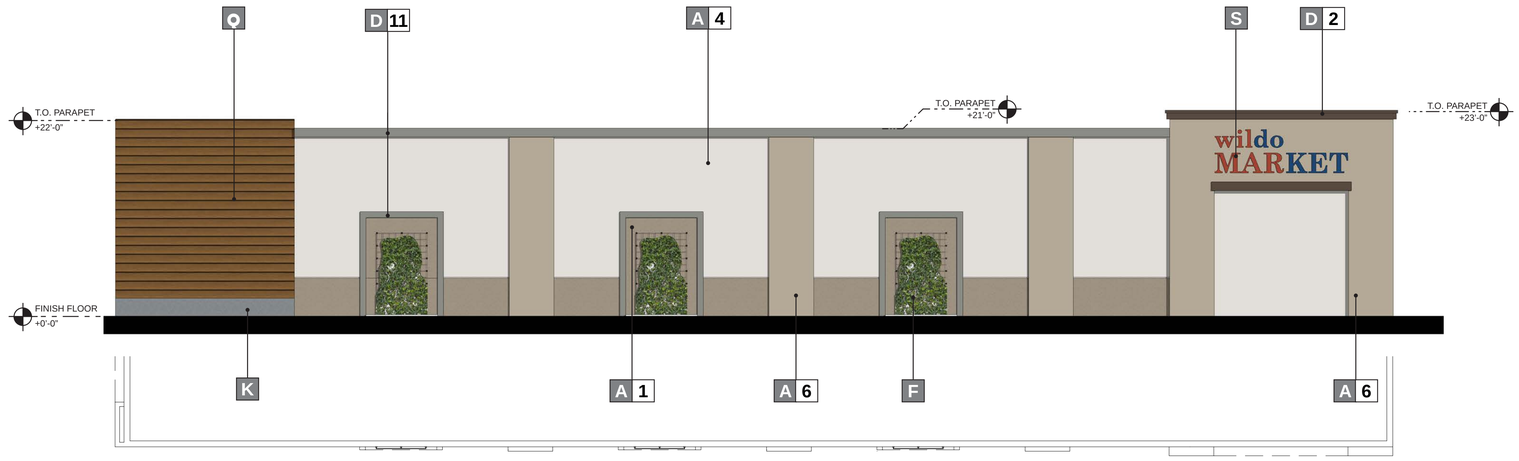
0 4 8 16
SCALE: 1/8" = 1'-0"

# CONCEPTUAL ROOF PLAN
MAJOR A

5



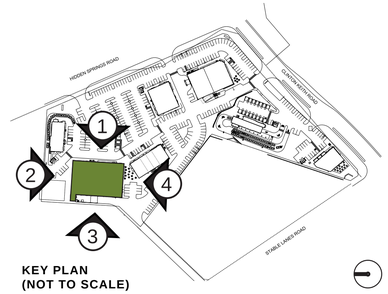

1 MAIN ENTRY (EAST) ELEVATION




2 SIDE (NORTH) ELEVATION

## MATERIALS

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| A | STUCCO | H | STONE VENEER | P | CORRUGATED METAL PANEL | 1 | **PAINT** - "CURIO GRAY" SW0024 SHERWIN WILLIAMS | 8 | **PAINT** - "FOLKSTONE" SW6005 SHERWIN WILLIAMS | 15 | **STONE VENEER** - ELDORADO STONE, SIERRA CUT 24 "ZENITH GREY" |
| B | ALUMINUM STOREFRONT | J | FIBER CEMENT SIDING | Q | COMPOSITE WOOD SIDING | 2 | **PAINT** - "OTTER" SW6041 SHERWIN WILLIAMS | 9 | **PAINT** - "ALPACA" SW7022 SHERWIN WILLIAMS | 16 | **STONE VENEER** - ELDORADO STONE, LIMESTONE "GRAND BANKS" |
| C | AWNING/ CANOPY | K | METAL DOOR | R | METAL ROOFING | 3 | **PAINT** - "WEB GRAY" SW7075 SHERWIN WILLIAMS | 10 | **PAINT** - "ARCADE WHITE" SW7100 SHERWIN WILLIAMS | 17 | **STONE VENEER** - CREATIVE MINES "CHOP LEDGE" SEAPEARL |
| D | ARCHITECTURAL TRIM | L | TILE | S | SIGNAGE | 4 | **PAINT** - "RHINESTONE" SW7656 SHERWIN WILLIAMS | 11 | **PAINT** - "CLASSIC FRENCH GRAY" SW0077 SHERWIN WILLIAMS | 18 | **STONE VENEER** - CREATIVE MINES "FARMHOUSE LEDGE" COYOTE |
| E | BRICK VENEER | M | WOOD SIDING | T | DECORATIVE GRILLE | 5 | **PAINT** - "DREAMY WHITE" SW6021 SHERWIN WILLIAMS | 12 | **PAINT** - "PROPER GRAY" SW6003XB SHERWIN WILLIAMS | 19 | **STONE VENEER** - ELDORADO "LIMESTONE" GRAND BANKS |
| F | LANDSCAPE TRELLIS | N | STONE | | | 6 | **PAINT** - "PERFECT GREIGE" SW6073 SHERWIN WILLIAMS | 13 | **STONE VENEER** - CREATIVE MINES "FOOTHILL RUBBLE" GREYPEARL | 20 | |
| G | PRECAST BASE | O | SPANDREL GLASS | | | 7 | **PAINT** - "EXTRA WHITE" SW7006 SHERWIN WILLIAMS | 14 | **STONE VENEER** - ELDORADO, ROUGHCUT "CASA BLANCA" | 21 | |




KEY PLAN
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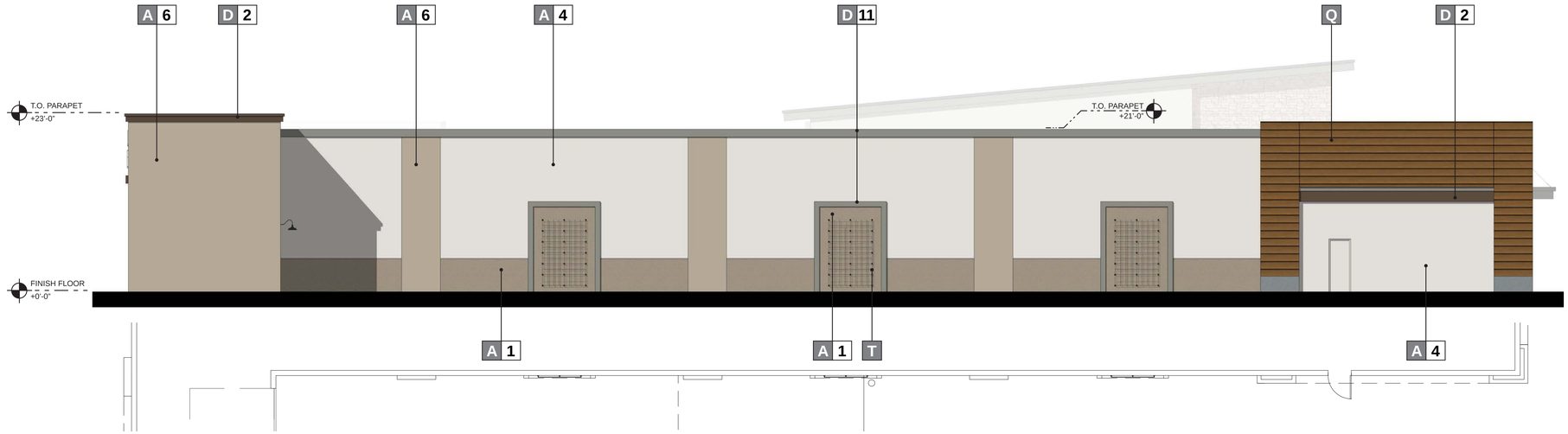
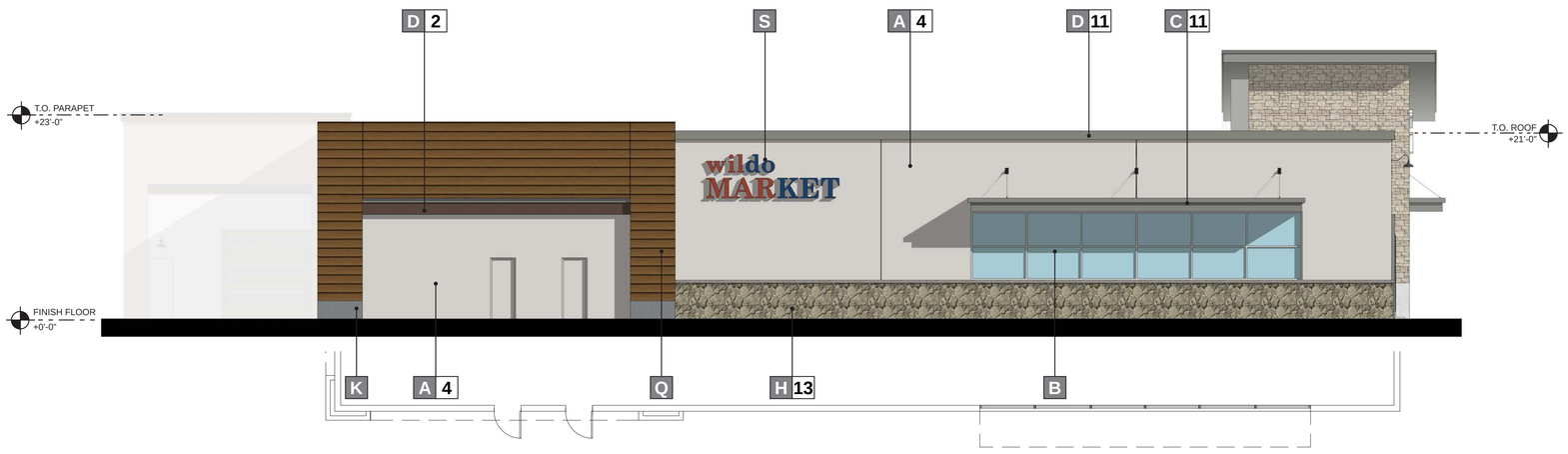
ENTITLEMENT PACKAGE
MARCH 16, 2022

0 4 8 16
SCALE: 1/8" = 1'-0"

CONCEPTUAL ELEVATIONS
MAJOR A




3 REAR (WEST) ELEVATION




4 SIDE (SOUTH) ELEVATION

**MATERIALS**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| A | STUCCO | H | STONE VENEER | P | CORRUGATED METAL PANEL | 1 | **PAINT** - "CURIO GRAY" SW0024 SHERWIN WILLIAMS | 8 | **PAINT** - "FOLKSTONE" SW6005 SHERWIN WILLIAMS |
| B | ALUMINUM STOREFRONT | J | FIBER CEMENT SIDING | Q | COMPOSITE WOOD SIDING | 2 | **PAINT** - "OTTER" SW6041 SHERWIN WILLIAMS | 9 | **PAINT** - "ALPACA" SW7022 SHERWIN WILLIAMS |
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| G | PRECAST BASE | O | SPANDREL GLASS | | | 7 | **PAINT** - "EXTRA WHITE" SW7006 SHERWIN WILLIAMS | 14 | **STONE VENEER** - ELDORADO, ROUGHCUT "CASA BLANCA" |

**COLORS AND FINISHES**

| | | | |
|---|---|---|---|
| 15 | **STONE VENEER** - ELDORADO STONE, SIERRA CUT 24 "ZENITH GREY" | | |
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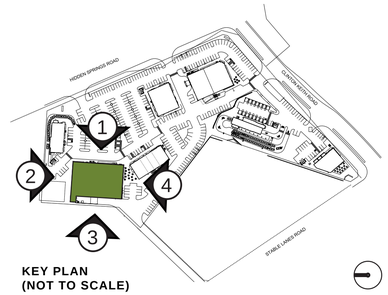
| 21 | | | |

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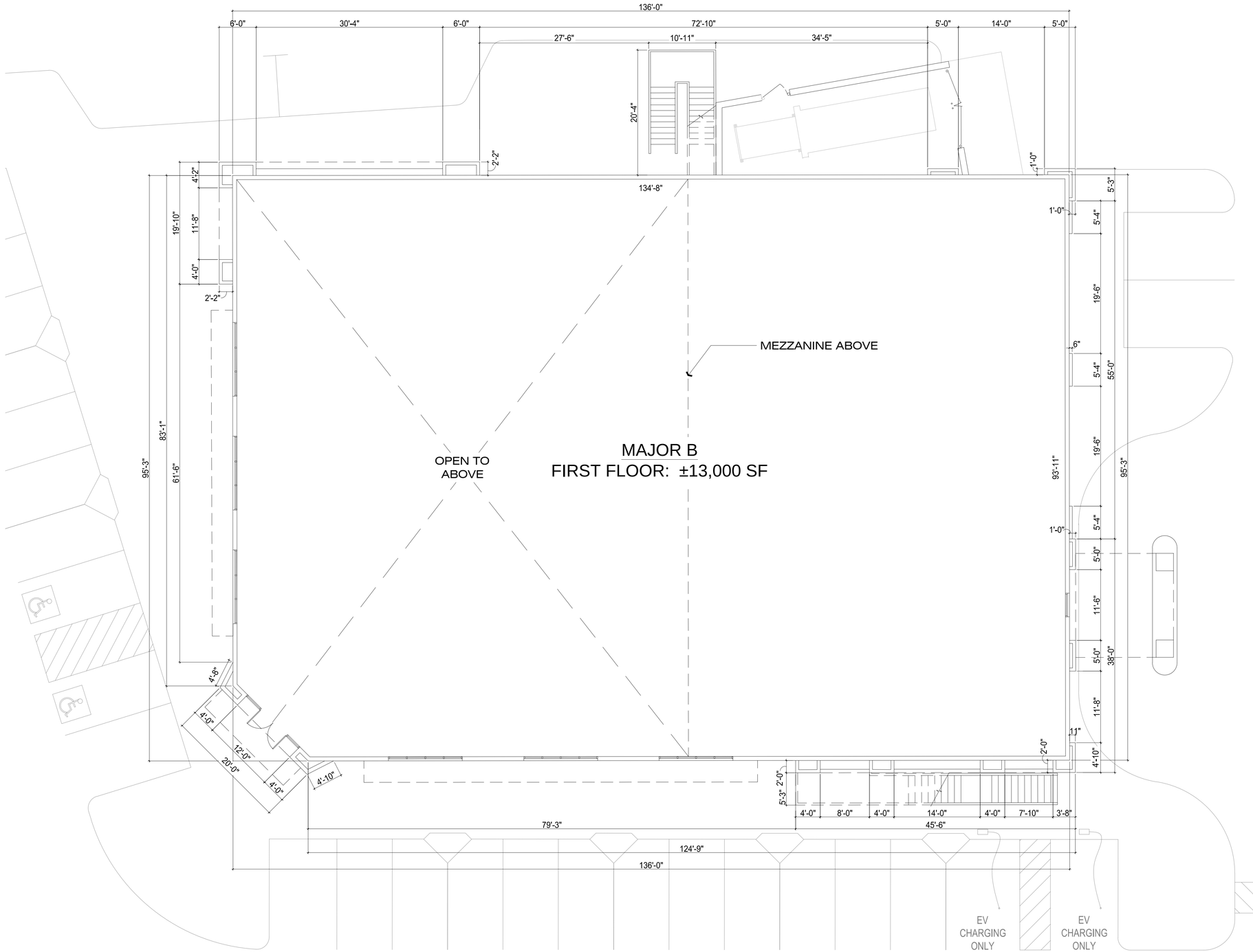
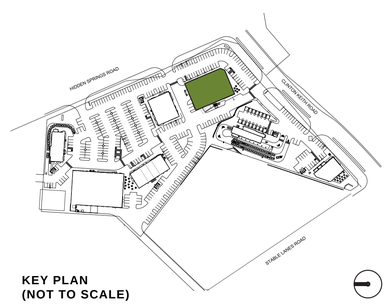
| | | |

ENTITLEMENT PACKAGE
MARCH 16, 2022

0 4 8 16
SCALE: 1/8" = 1'-0"

CONCEPTUAL ELEVATIONS
MAJOR A

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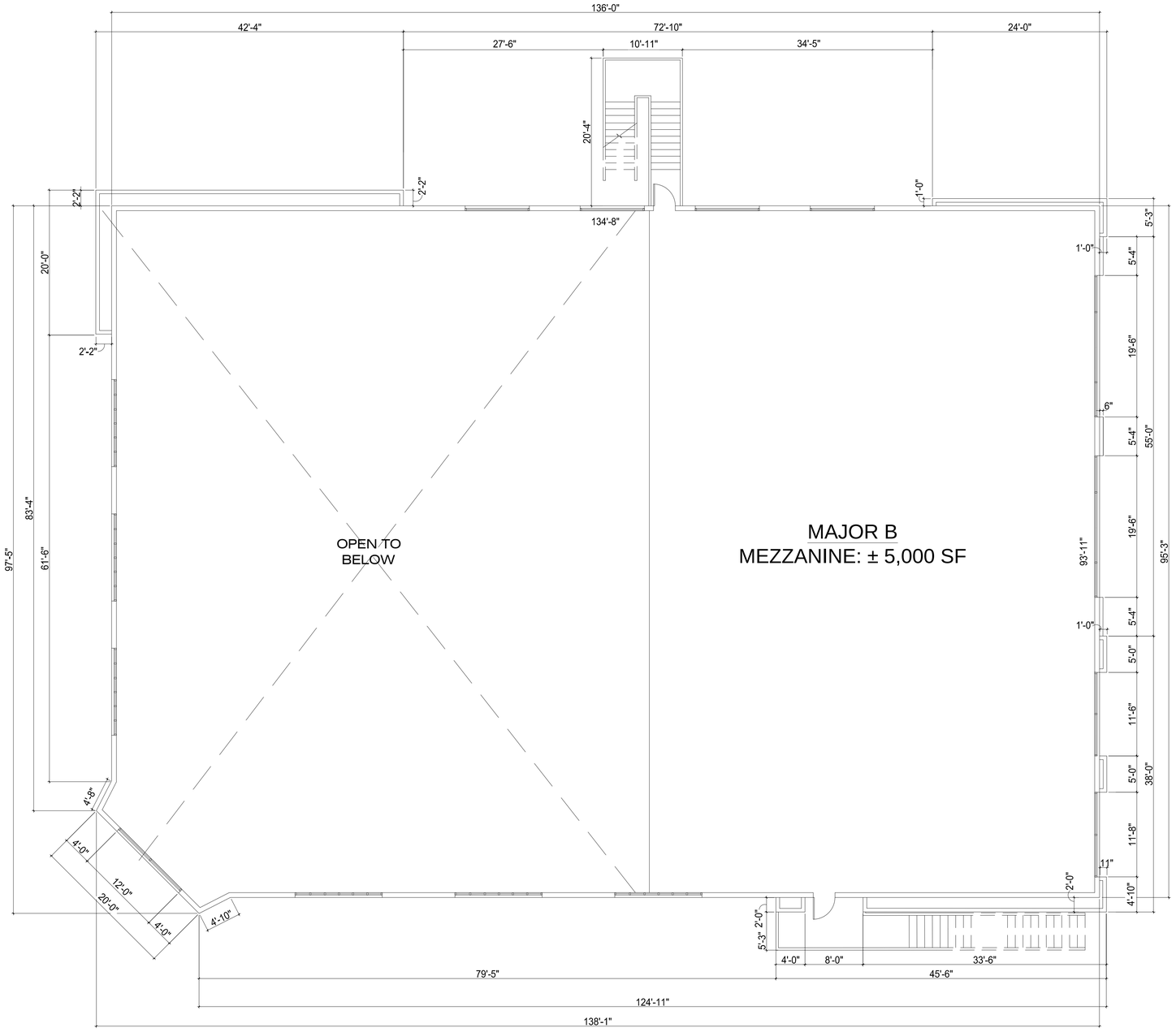
| | | |

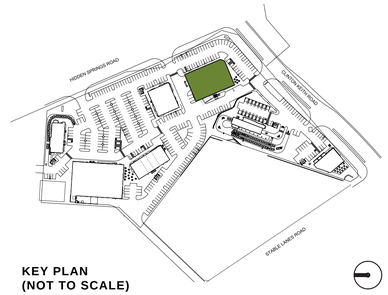
ENTITLEMENT PACKAGE
MARCH 16, 2022

0 4 8 16
SCALE: 1/8" = 1'-0"

## CONCEPTUAL FLOOR PLAN
MAJOR B - 1ST LEVEL

8




**KEY PLAN**
**(NOT TO SCALE)**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## CLINTON KEITH MARKETPLACE

WILDOMAR, CA # 2019-0673

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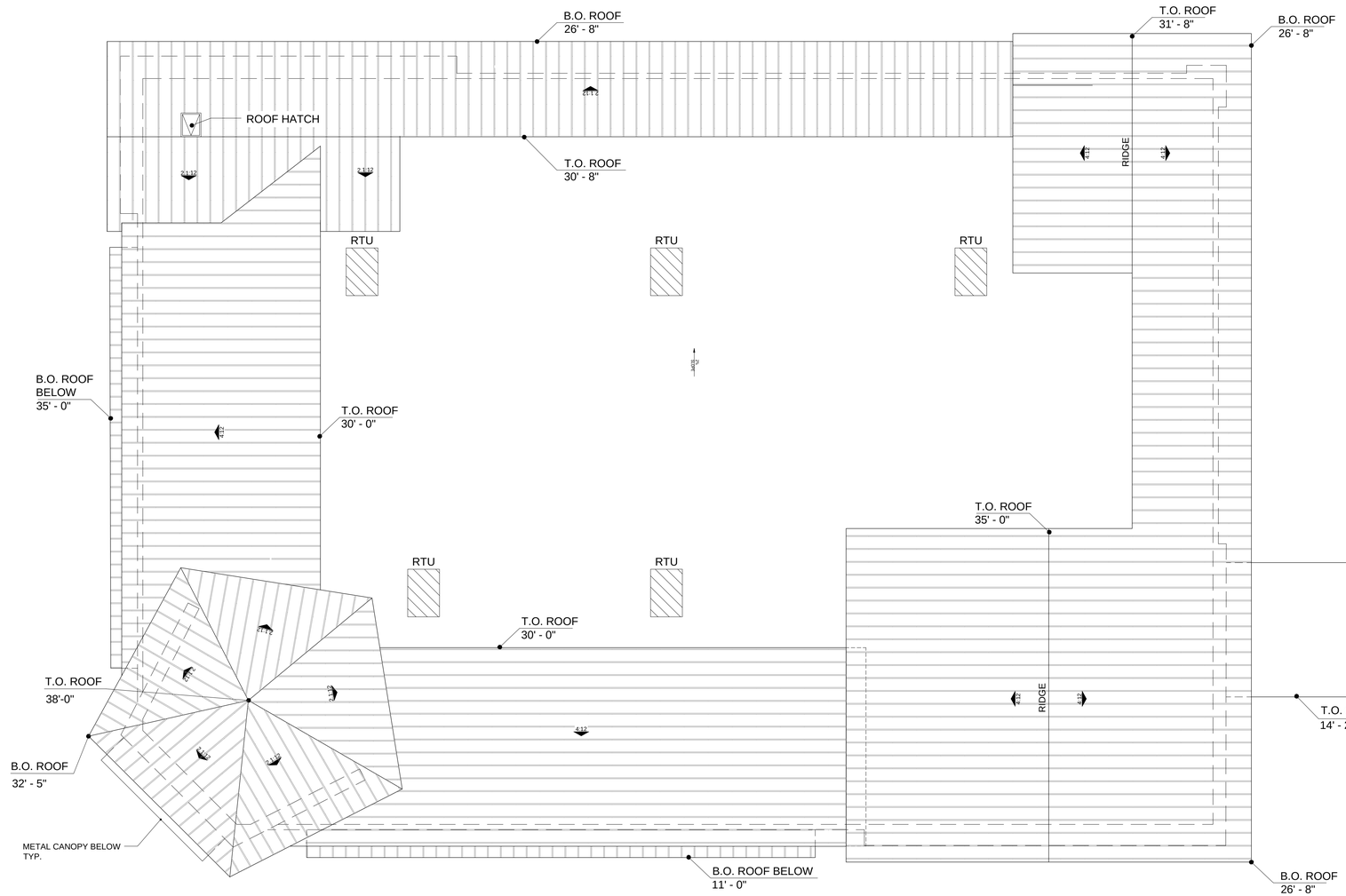
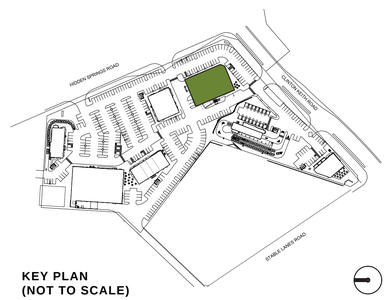
ENTITLEMENT PACKAGE
MARCH 16, 2022

0 4 8 16
SCALE: 1/8" = 1'-0"

# CONCEPTUAL FLOOR PLAN
MAJOR B - 2ND LEVEL




NOTE: RTU PLACEMENT IS CONCEPTUAL IN NATURE, THEREFORE SUBJECT TO CHANGE.

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MARCH 16, 2022

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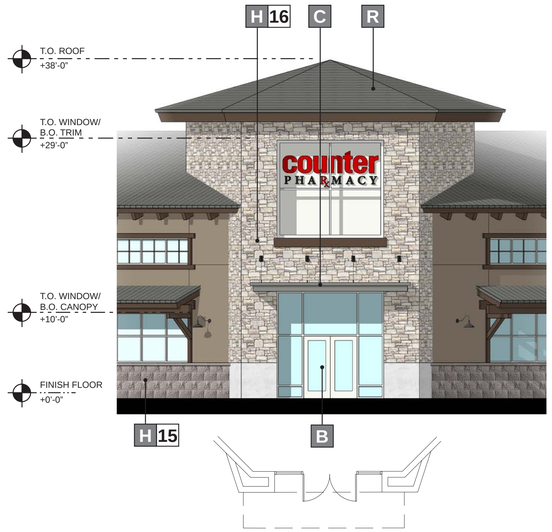
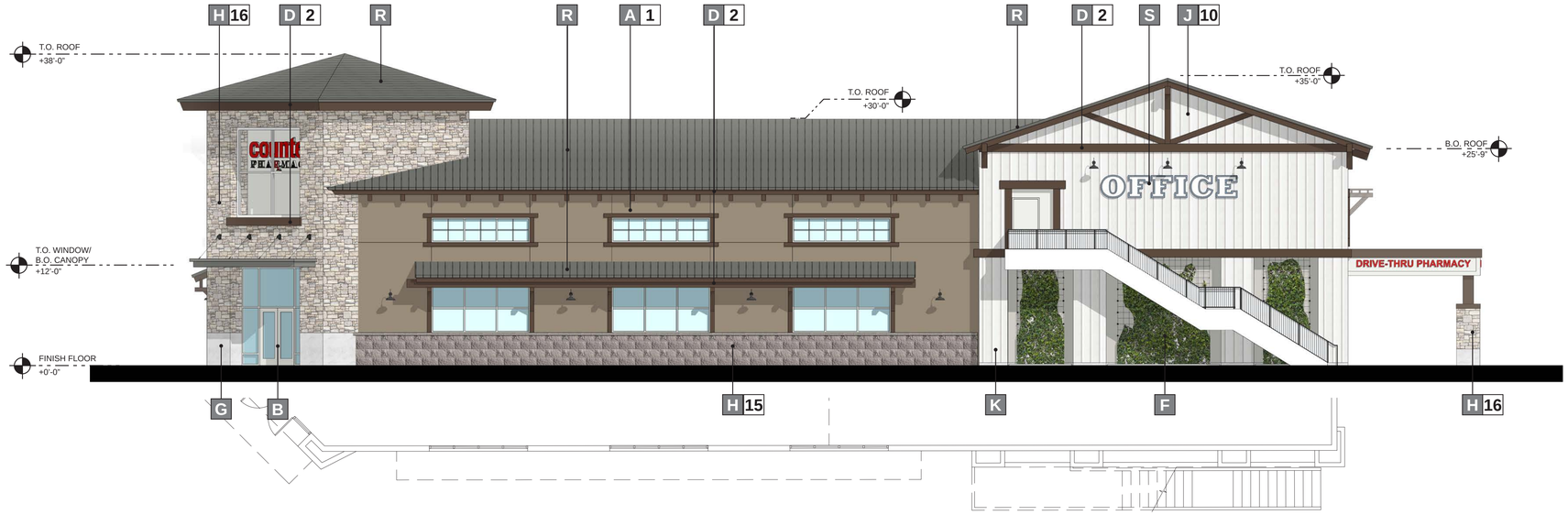
CONCEPTUAL ROOF PLAN
MAJOR B

10

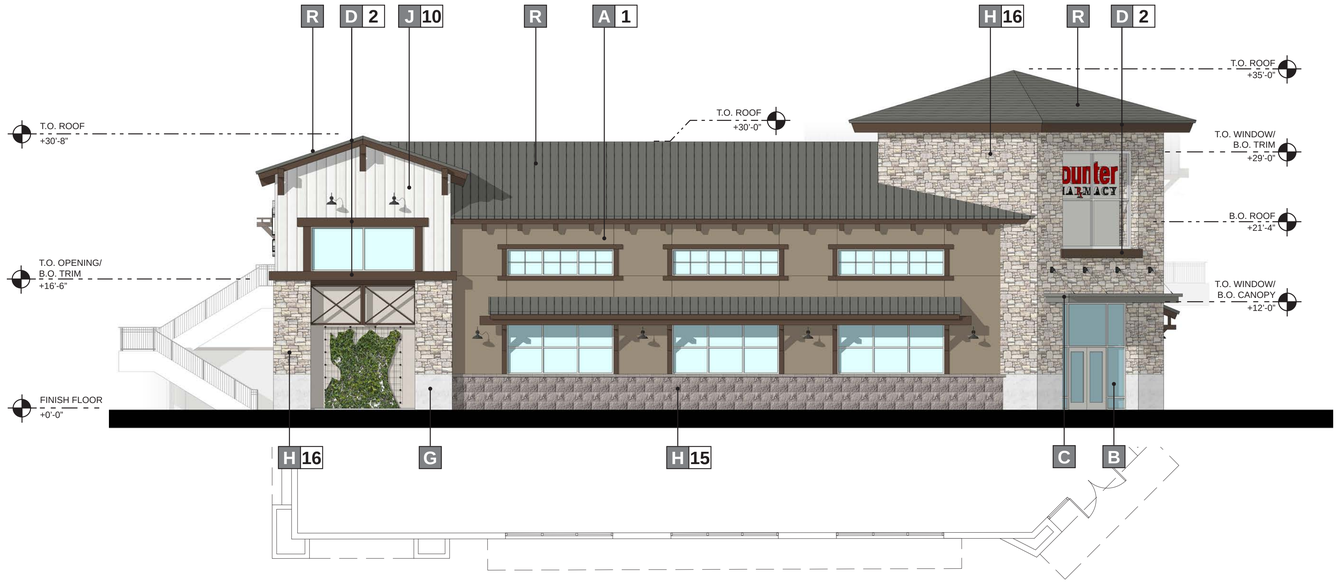
1234




1 MAIN ENTRANCE (EAST) ELEVATION




2 FRONT (NORTHEAST) ELEVATION

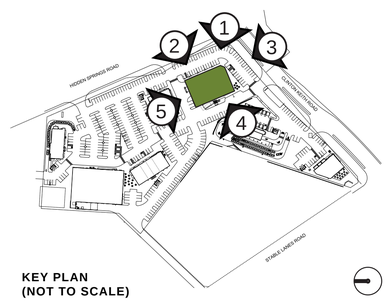



3 SIDE (SOUTHEAST) ELEVATION

## MATERIALS

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| A | STUCCO | H | STONE VENEER | P | CORRUGATED METAL PANEL | 1 | **PAINT** - "CURIO GRAY" SW0024<br>SHERWIN WILLIAMS | 8 | **PAINT** - "FOLKSTONE" SW6005<br>SHERWIN WILLIAMS | 15 | **STONE VENEER** - ELDORADO STONE, SIERRA<br>CUT 24 "ZENITH GREY" |
| B | ALUMINUM STOREFRONT | J | FIBER CEMENT SIDING | Q | COMPOSITE WOOD SIDING | 2 | **PAINT** - "OTTER" SW6041<br>SHERWIN WILLIAMS | 9 | **PAINT** - "ALPACA" SW7022<br>SHERWIN WILLIAMS | 16 | **STONE VENEER** - ELDORADO STONE,<br>LIMESTONE "GRAND BANKS" |
| C | AWNING/ CANOPY | K | METAL DOOR | R | METAL ROOFING | 3 | **PAINT** - "WEB GRAY" SW7075<br>SHERWIN WILLIAMS | 10 | **PAINT** - "ARCADE WHITE" SW7100<br>SHERWIN WILLIAMS | 17 | **STONE VENEER** - CREATIVE MINES "CHOP LEDGE"<br>SEAPEARL |
| D | ARCHITECTURAL TRIM | L | TILE | S | SIGNAGE | 4 | **PAINT** - "RHINESTONE" SW7656<br>SHERWIN WILLIAMS | 11 | **PAINT** - "CLASSIC FRENCH GRAY" SW0077<br>SHERWIN WILLIAMS | 18 | **STONE VENEER** - CREATIVE MINES "FARMHOUSE<br>LEDGE" COYOTE |
| E | BRICK VENEER | M | WOOD SIDING | T | DECORATIVE GRILLE | 5 | **PAINT** - "DREAMY WHITE" SW6021<br>SHERWIN WILLIAMS | 12 | **PAINT** - "PROPER GRAY" SW6003XB<br>SHERWIN WILLIAMS | 19 | **STONE VENEER** - ELDORADO "LIMESTONE" GRAND<br>BANKS |
| F | LANDSCAPE TRELLIS | N | STONE | | | 6 | **PAINT** - "PERFECT GREIGE" SW6073<br>SHERWIN WILLIAMS | 13 | **STONE VENEER** - CREATIVE MINES "FOOTHILL<br>RUBBLE" GREYPEARL | 20 | |
| G | PRECAST BASE | O | SPANDREL GLASS | | | 7 | **PAINT** - "EXTRA WHITE" SW7006<br>SHERWIN WILLIAMS | 14 | **STONE VENEER** - ELDORADO, ROUGHCUT<br>"CASA BLANCA" | 21 | |

## COLORS AND FINISHES




KEY PLAN
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ENTITLEMENT PACKAGE
MARCH 16, 2022

0 4 8 16
SCALE: 1/8" = 1'-0"

CONCEPTUAL ELEVATIONS
MAJOR B




4 REAR (SOUTHWEST) ELEVATION




5 SIDE (NORTHWEST) ELEVATION

## MATERIALS

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| A | STUCCO | H | STONE VENEER | P | CORRUGATED METAL PANEL | 1 | **PAINT** - "CURIO GRAY" SW0024 SHERWIN WILLIAMS | 8 | **PAINT** - "FOLKSTONE" SW6005 SHERWIN WILLIAMS | 15 | **STONE VENEER** - ELDORADO STONE, SIERRA CUT 24 "ZENITH GREY" |
| B | ALUMINUM STOREFRONT | J | FIBER CEMENT SIDING | Q | COMPOSITE WOOD SIDING | 2 | **PAINT** - "OTTER" SW6041 SHERWIN WILLIAMS | 9 | **PAINT** - "ALPACA" SW7022 SHERWIN WILLIAMS | 16 | **STONE VENEER** - ELDORADO STONE, LIMESTONE "GRAND BANKS" |
| C | AWNING/ CANOPY | K | METAL DOOR | R | METAL ROOFING | 3 | **PAINT** - "WEB GRAY" SW7075 SHERWIN WILLIAMS | 10 | **PAINT** - "ARCADE WHITE" SW7100 SHERWIN WILLIAMS | 17 | **STONE VENEER** - CREATIVE MINES "CHOP LEDGE" SEAPEARL |
| D | ARCHITECTURAL TRIM | L | TILE | S | SIGNAGE | 4 | **PAINT** - "RHINESTONE" SW7656 SHERWIN WILLIAMS | 11 | **PAINT** - "CLASSIC FRENCH GRAY" SW0077 SHERWIN WILLIAMS | 18 | **STONE VENEER** - CREATIVE MINES "FARMHOUSE LEDGE" COYOTE |
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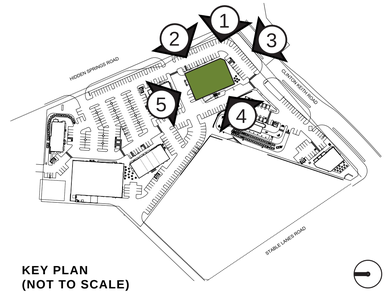
## COLORS AND FINISHES

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ENTITLEMENT PACKAGE
MARCH 16, 2022

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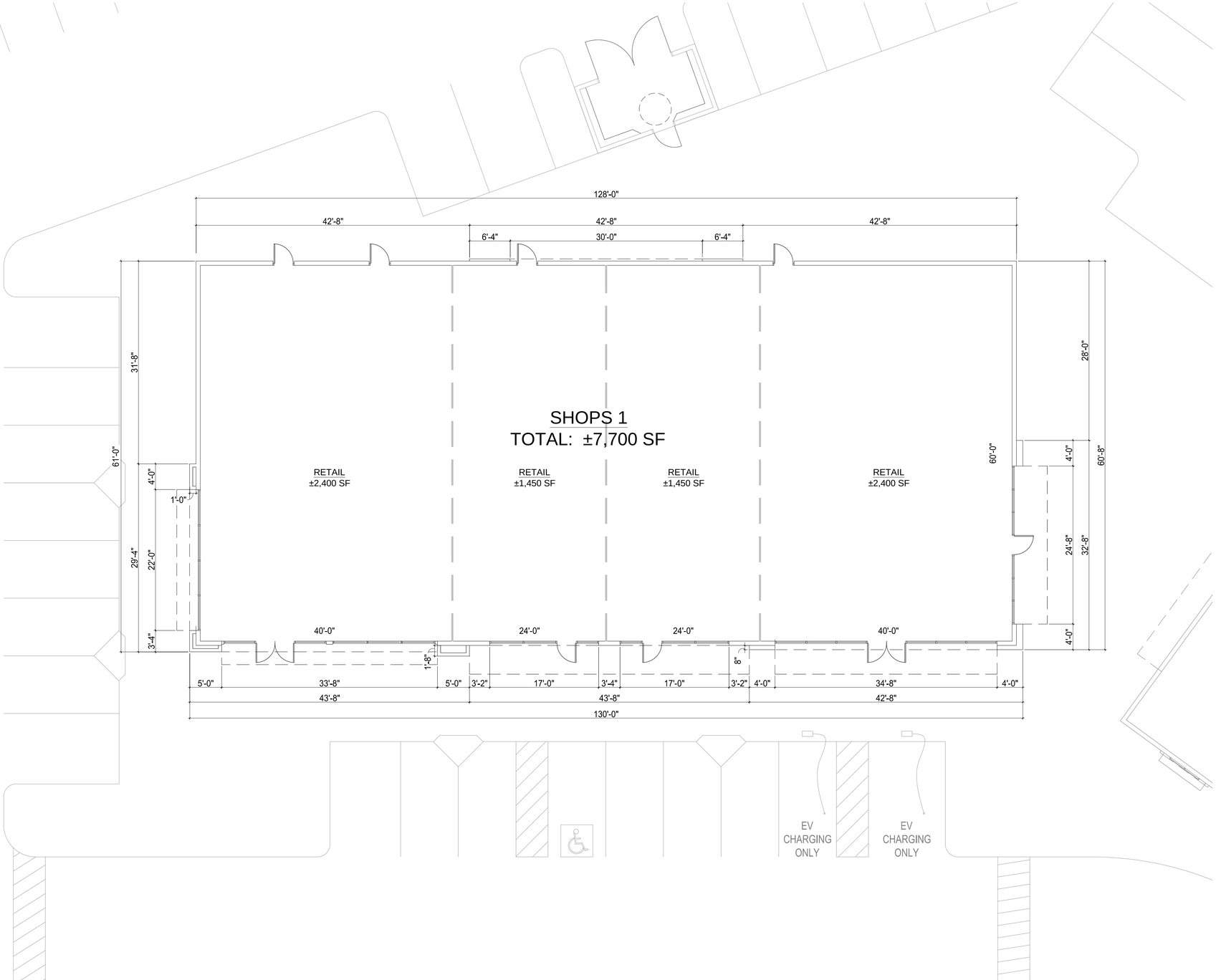
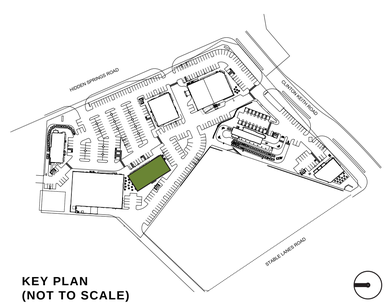
CONCEPTUAL ELEVATIONS
MAJOR B

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MARCH 16, 2022

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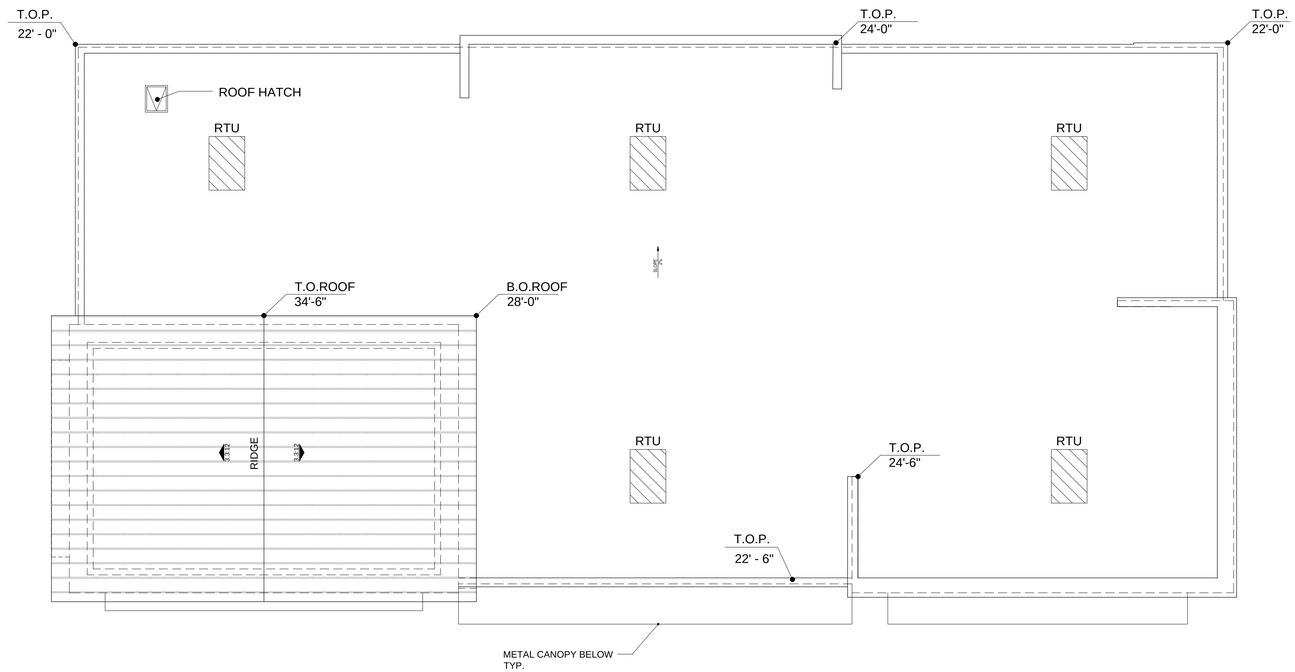
# CONCEPTUAL FLOOR PLAN
SHOPS 1

13

1237

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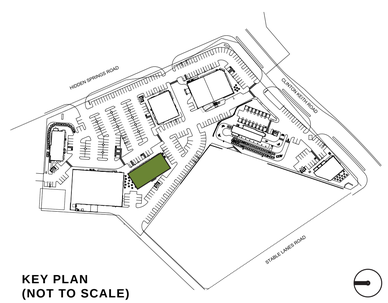


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MARCH 16, 2022

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CONCEPTUAL ROOF PLAN
SHOPS 1

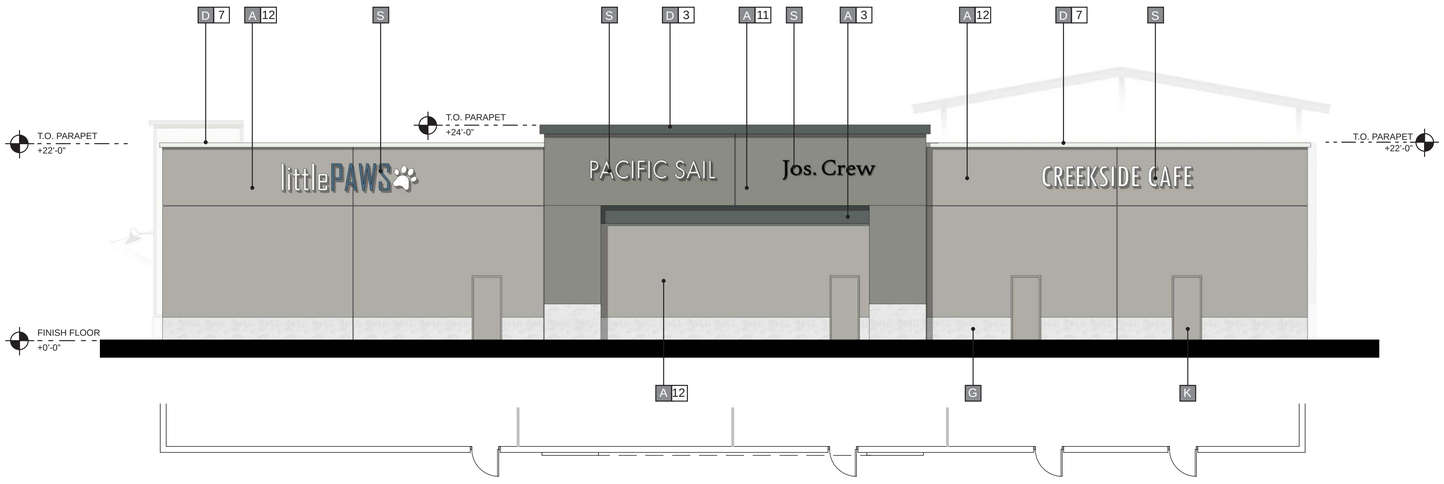
14



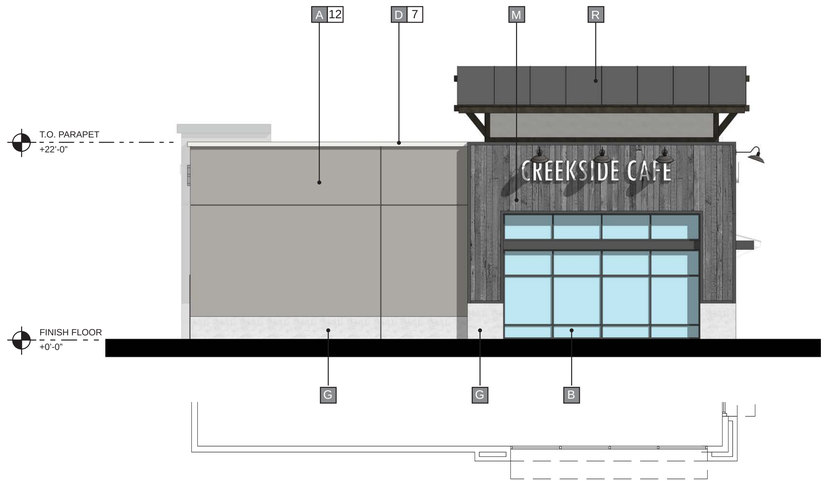

1 FRONT (NORTHEAST) ELEVATION




2 SIDE (NORTHWEST) ELEVATION




3 REAR (SOUTHWEST) ELEVATION




4 SIDE (SOUTHEAST) ELEVATION

**MATERIALS**

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
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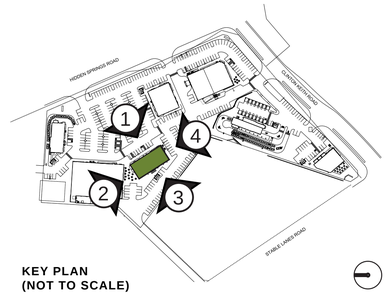


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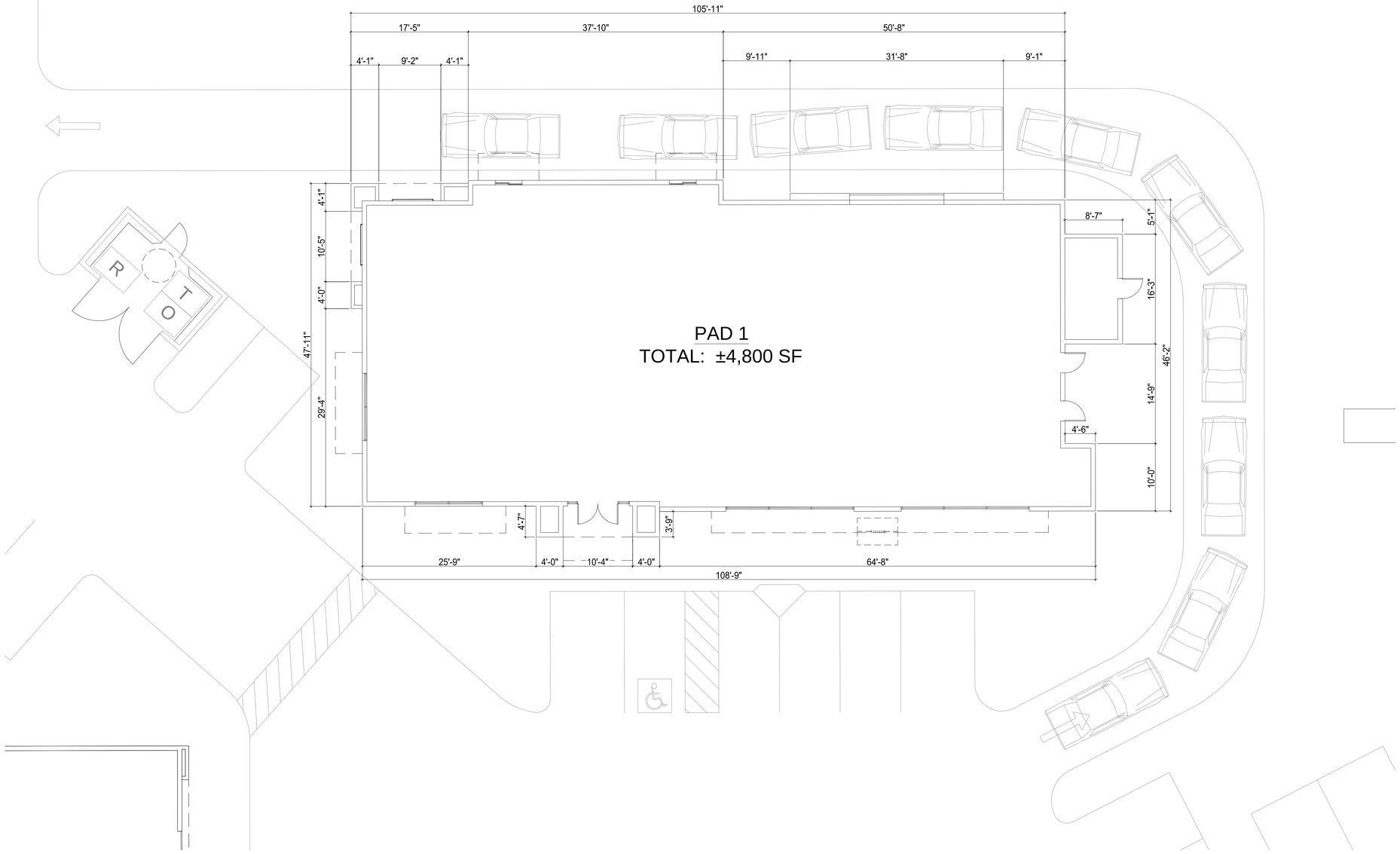
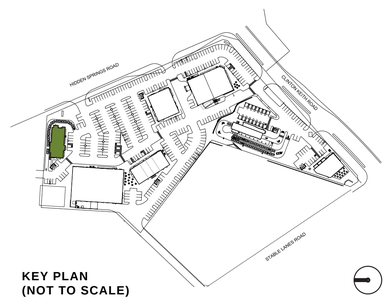
CONCEPTUAL ELEVATIONS
SHOPS 1

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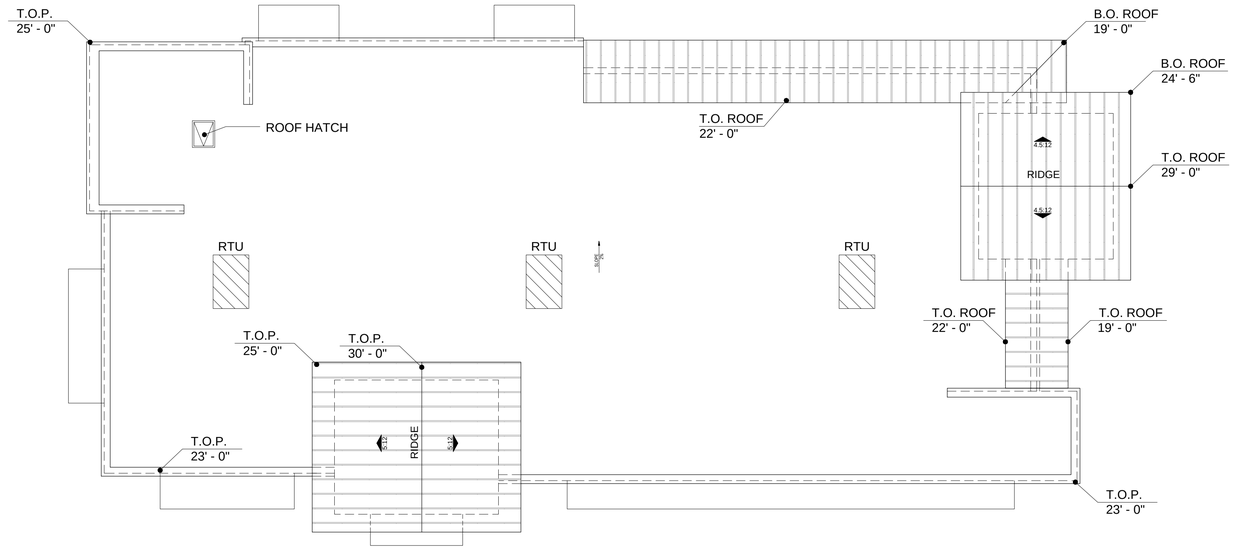
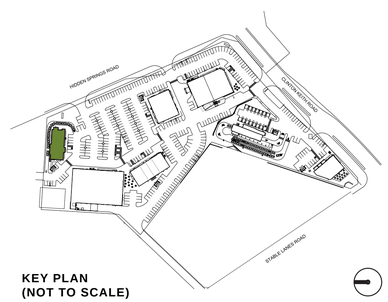
CONCEPTUAL FLOOR PLAN
PAD 1

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MARCH 16, 2022

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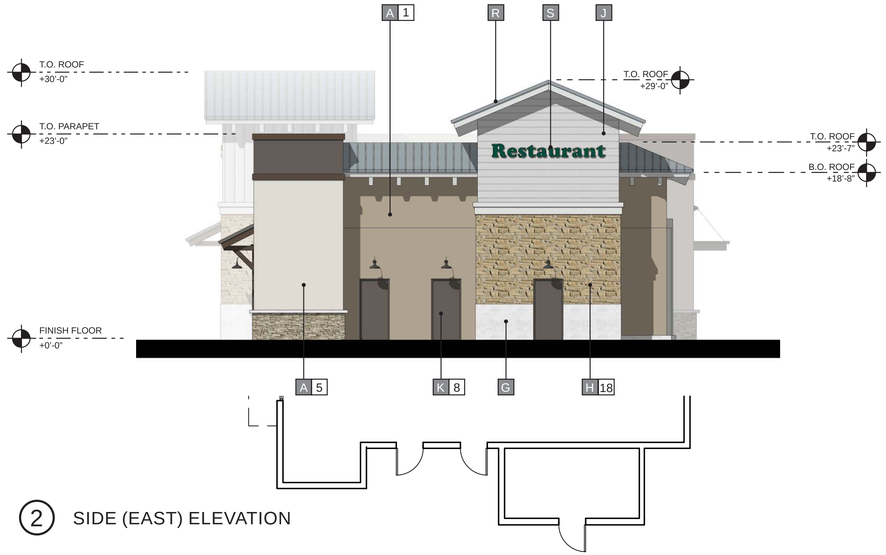
# CONCEPTUAL ROOF PLAN

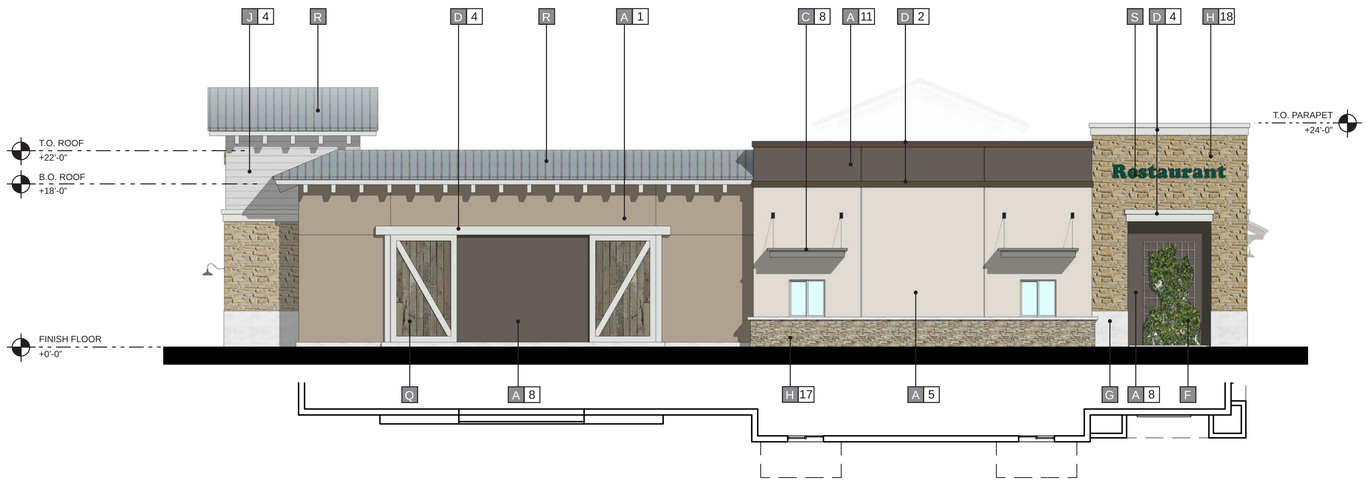
PAD 1




1 FRONT (SOUTH) ELEVATION




2 SIDE (EAST) ELEVATION




3 REAR (NORTH) ELEVATION




4 SIDE (WEST) ELEVATION

## MATERIALS

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| A | STUCCO | H | STONE VENEER | P | CORRUGATED METAL PANEL | 1 | **PAINT** - "CURIO GRAY" SW0024 SHERWIN WILLIAMS | 8 | **PAINT** - "FOLKSTONE" SW6005 SHERWIN WILLIAMS | 15 | **STONE VENEER** - ELDORADO STONE, SIERRA CUT 24 "ZENITH GREY" |
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| D | ARCHITECTURAL TRIM | L | TILE | S | SIGNAGE | 4 | **PAINT** - "RHINESTONE" SW7656 SHERWIN WILLIAMS | 11 | **PAINT** - "CLASSIC FRENCH GRAY" SW0077 SHERWIN WILLIAMS | 18 | **STONE VENEER** - CREATIVE MINES "FARMHOUSE LEDGE" COYOTE |
| E | BRICK VENEER | M | WOOD SIDING | T | DECORATIVE GRILLE | 5 | **PAINT** - "DREAMY WHITE" SW6021 SHERWIN WILLIAMS | 12 | **PAINT** - "PROPER GRAY" SW6003XB SHERWIN WILLIAMS | 19 | **STONE VENEER** - ELDORADO "LIMESTONE" GRAND BANKS |
| F | LANDSCAPE TRELLIS | N | STONE | | | 6 | **PAINT** - "PERFECT GREIGE" SW6073 SHERWIN WILLIAMS | 13 | **STONE VENEER** - CREATIVE MINES "FOOTHILL RUBBLE" GREYPEARL | 20 | |
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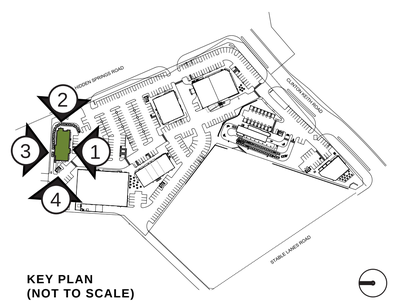
## COLORS AND FINISHES




KEY PLAN
(NOT TO SCALE)

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302 Hollister Street
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# CLINTON KEITH MARKETPLACE

WILDOMAR, CA # 2019-0673

| REV | DATE | DESCRIPTION |
|---|---|---|
| | 10/12/20 | ENTITLEMENT SUBMITTAL |
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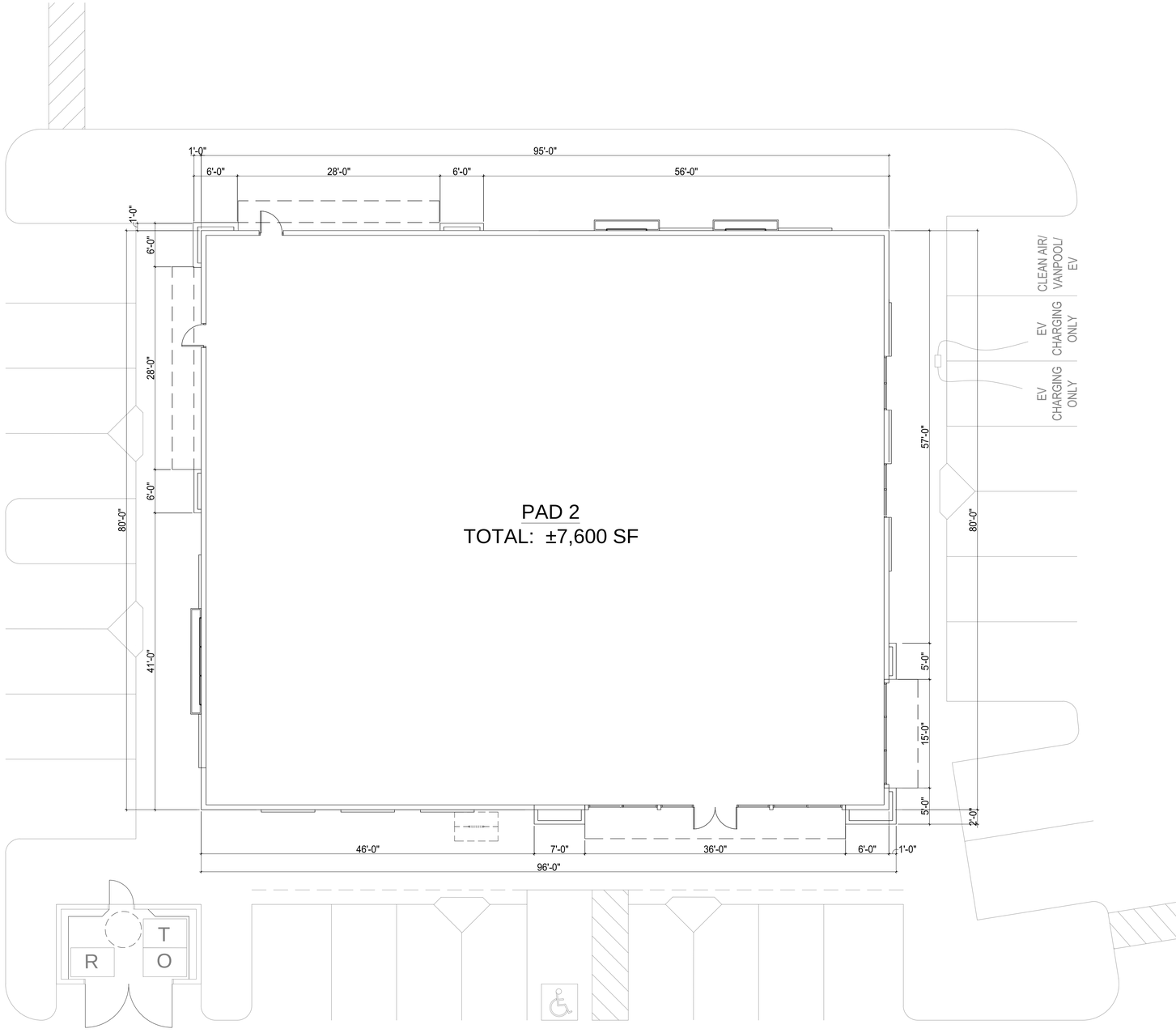
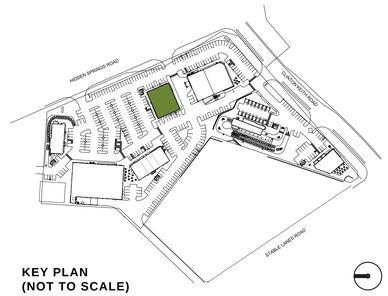
| | | |

ENTITLEMENT PACKAGE
MARCH 16, 2022

0 4 8 16
SCALE: 1/8" = 1'-0"

CONCEPTUAL ELEVATIONS
PAD 1

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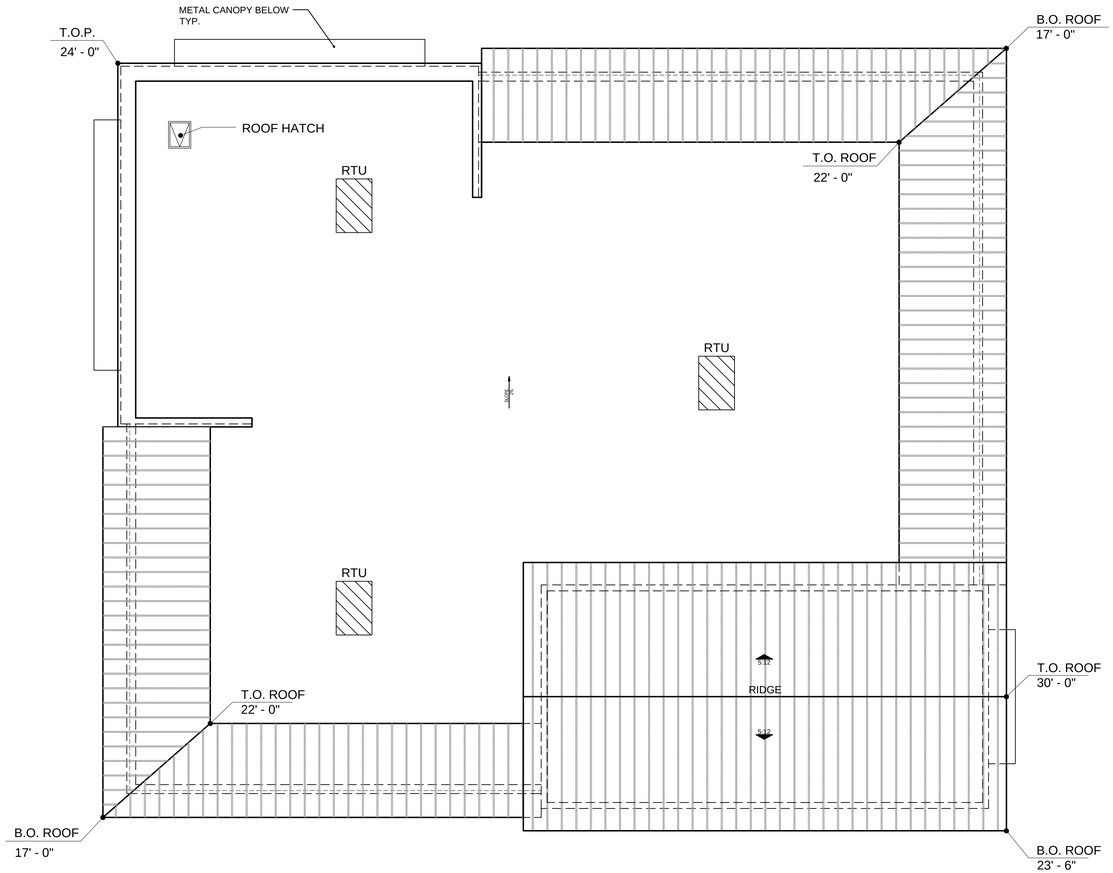
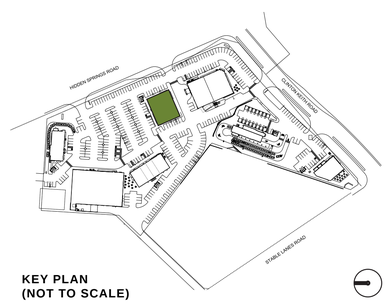
CONCEPTUAL FLOOR PLAN
PAD 2

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ENTITLEMENT PACKAGE
MARCH 16, 2022

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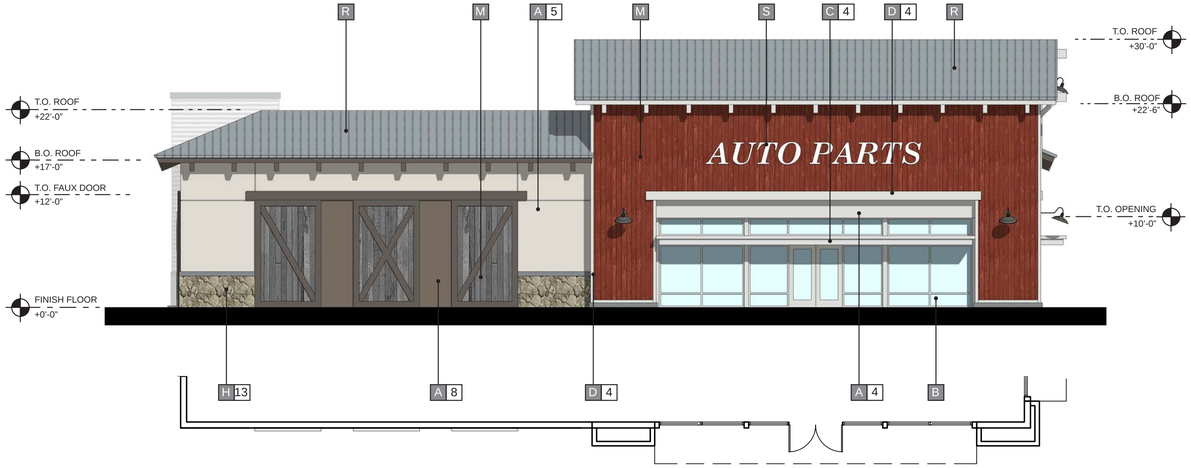
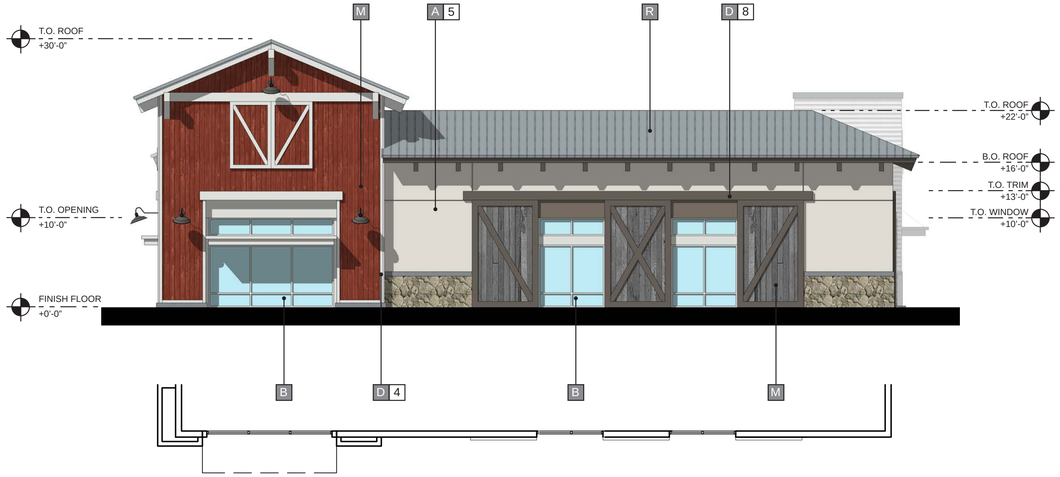
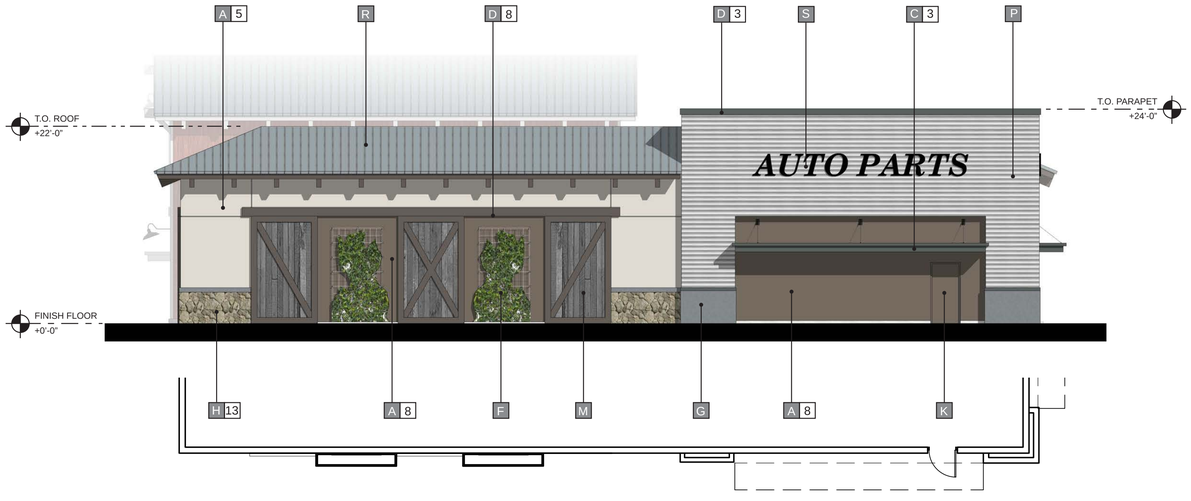
# CONCEPTUAL ROOF PLAN
PAD 2



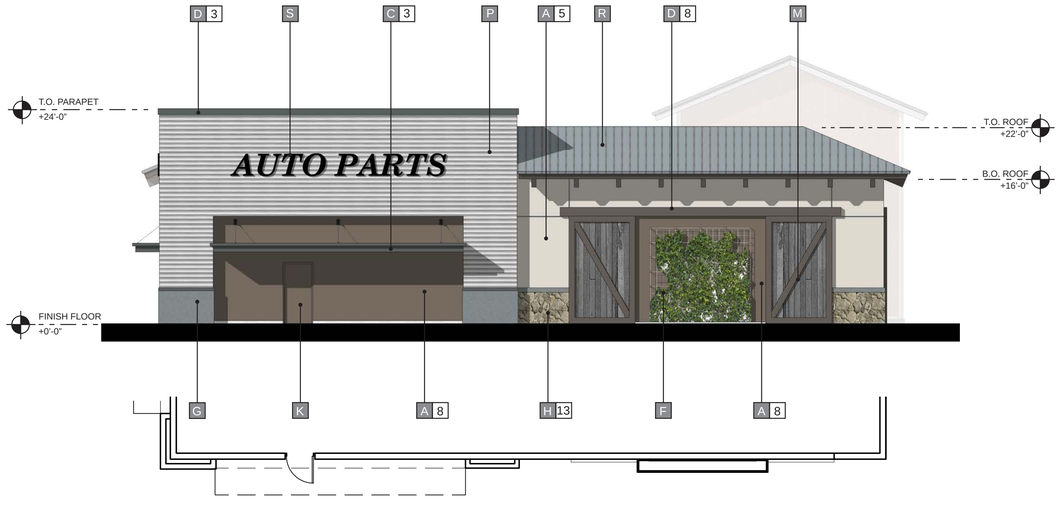

1 FRONT (NORTHWEST) ELEVATION




2 SIDE (SOUTHWEST) ELEVATION




3 REAR (SOUTHEAST) ELEVATION




4 SIDE (NORTHEAST) ELEVATION

**MATERIALS**

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| A | STUCCO | H | STONE VENEER | P | CORRUGATED METAL PANEL | 1 | **PAINT** - "CURIO GRAY" SW0024<br>SHERWIN WILLIAMS | 8 | **PAINT** - "FOLKSTONE" SW6005<br>SHERWIN WILLIAMS | 15 | **STONE VENEER** - ELDORADO STONE, SIERRA<br>CUT 24 "ZENITH GREY" |
| B | ALUMINUM STOREFRONT | J | FIBER CEMENT SIDING | Q | COMPOSITE WOOD SIDING | 2 | **PAINT** - "OTTER" SW6041<br>SHERWIN WILLIAMS | 9 | **PAINT** - "ALPACA" SW7022<br>SHERWIN WILLIAMS | 16 | **STONE VENEER** - ELDORADO STONE,<br>LIMESTONE "GRAND BANKS" |
| C | AWNING/ CANOPY | K | METAL DOOR | R | METAL ROOFING | 3 | **PAINT** - "WEB GRAY" SW7075<br>SHERWIN WILLIAMS | 10 | **PAINT** - "ARCADE WHITE" SW7100<br>SHERWIN WILLIAMS | 17 | **STONE VENEER** - CREATIVE MINES "CHOP LEDGE"<br>SEAPEARL |
| D | ARCHITECTURAL TRIM | L | TILE | S | SIGNAGE | 4 | **PAINT** - "RHINESTONE" SW7656<br>SHERWIN WILLIAMS | 11 | **PAINT** - "CLASSIC FRENCH GRAY" SW0077<br>SHERWIN WILLIAMS | 18 | **STONE VENEER** - CREATIVE MINES "FARMHOUSE<br>LEDGE" COYOTE |
| E | BRICK VENEER | M | WOOD SIDING | T | DECORATIVE GRILLE | 5 | **PAINT** - "DREAMY WHITE" SW6021<br>SHERWIN WILLIAMS | 12 | **PAINT** - "PROPER GRAY" SW6003XB<br>SHERWIN WILLIAMS | 19 | **STONE VENEER** - ELDORADO "LIMESTONE" GRAND<br>BANKS |
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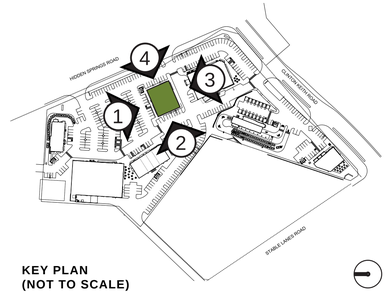
| G | PRECAST BASE | O | SPANDREL GLASS | | | 7 | **PAINT** - "EXTRA WHITE" SW7006<br>SHERWIN WILLIAMS | 14 | **STONE VENEER** - ELDORADO, ROUGHCUT<br>"CASA BLANCA" | 21 | |

**COLORS AND FINISHES**

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ENTITLEMENT PACKAGE
MARCH 16, 2022

0 4 8 16
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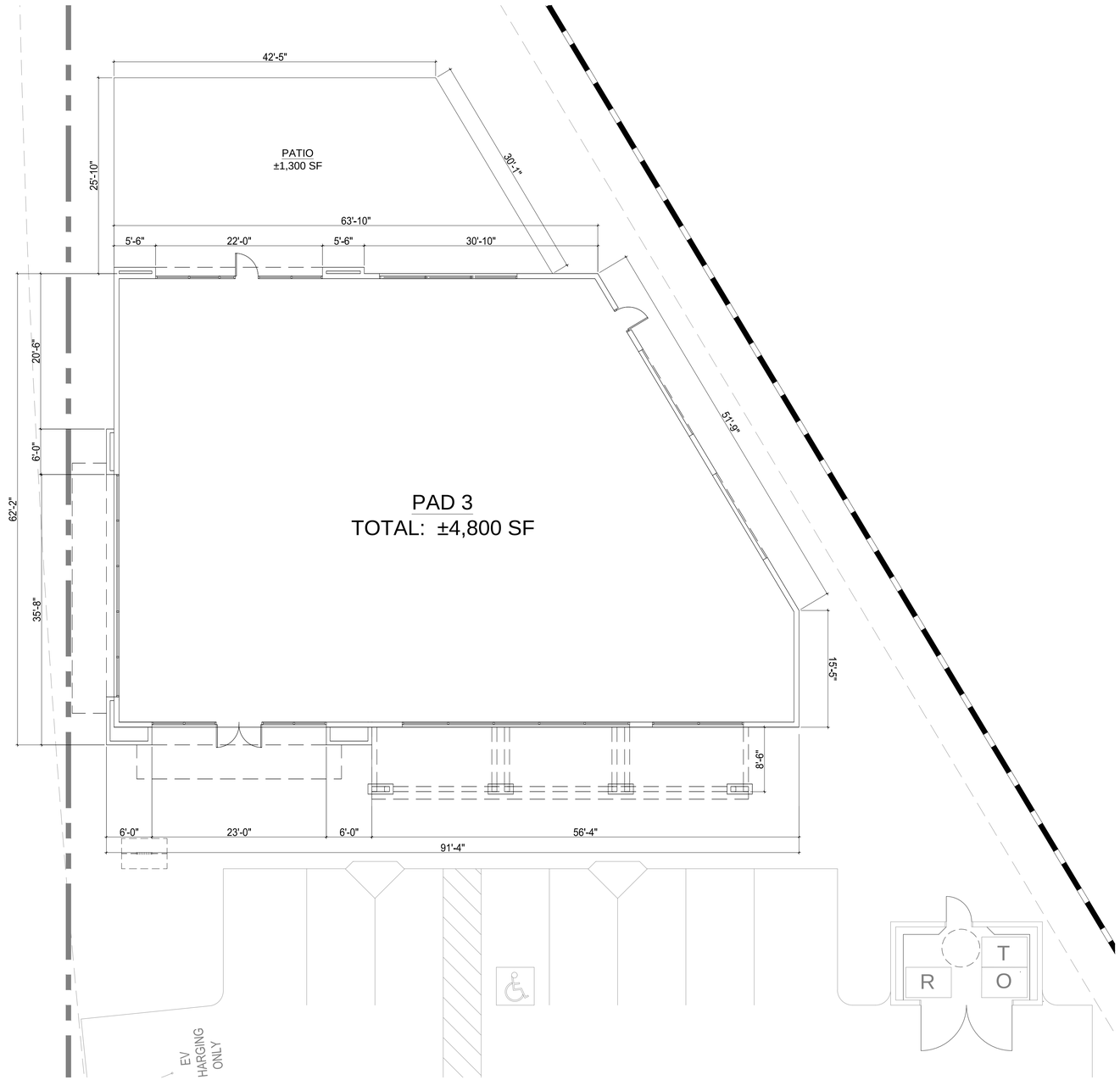
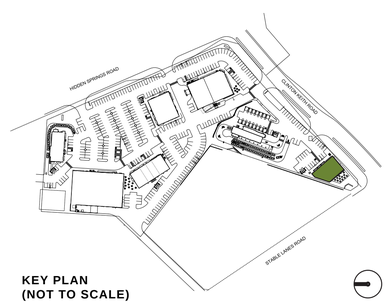
CONCEPTUAL ELEVATIONS
PAD 2

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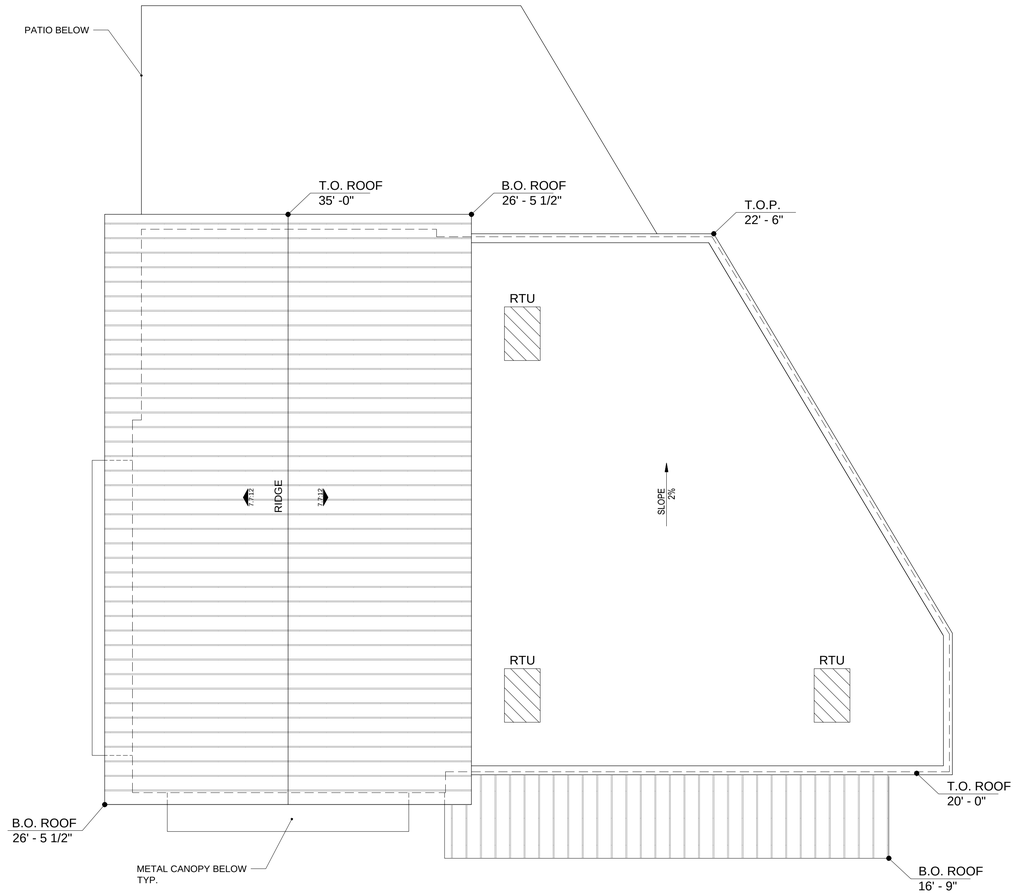
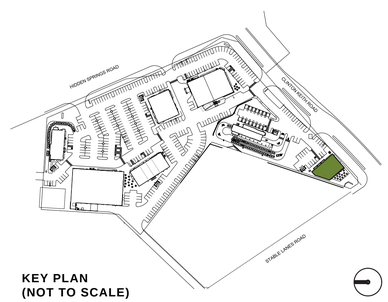
CONCEPTUAL FLOOR PLAN
PAD 3

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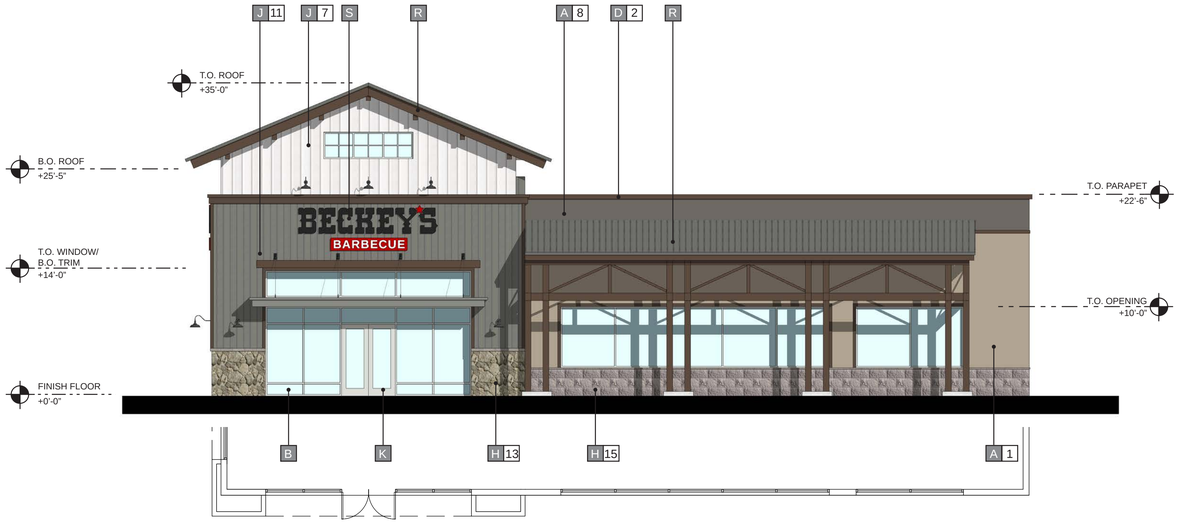
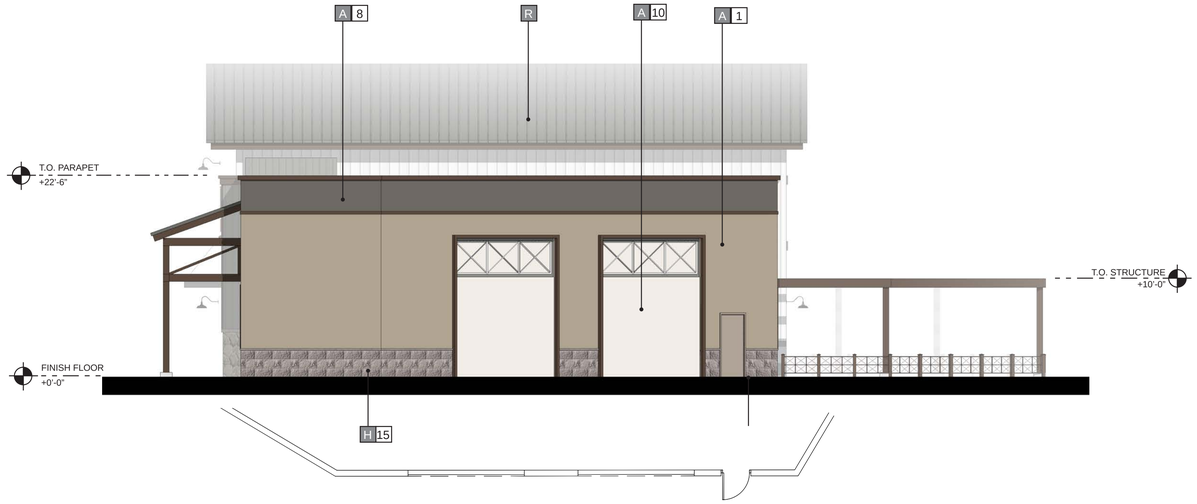
# CONCEPTUAL ROOF PLAN

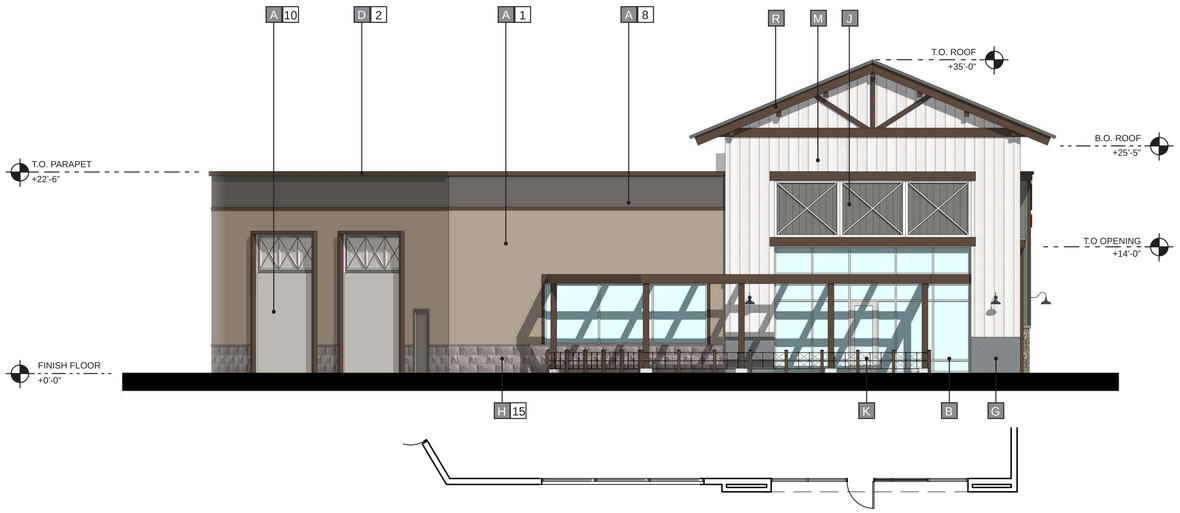
PAD 3




1 FRONT (NORTHEAST) ELEVATION




2 SIDE (NORTHWEST) ELEVATION




3 REAR (SOUTHWEST) ELEVATION




4 SIDE (SOUTHEAST) ELEVATION

## MATERIALS

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
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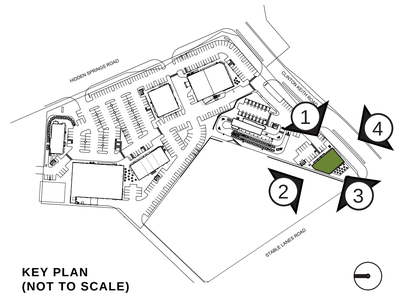
## COLORS AND FINISHES

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ENTITLEMENT PACKAGE
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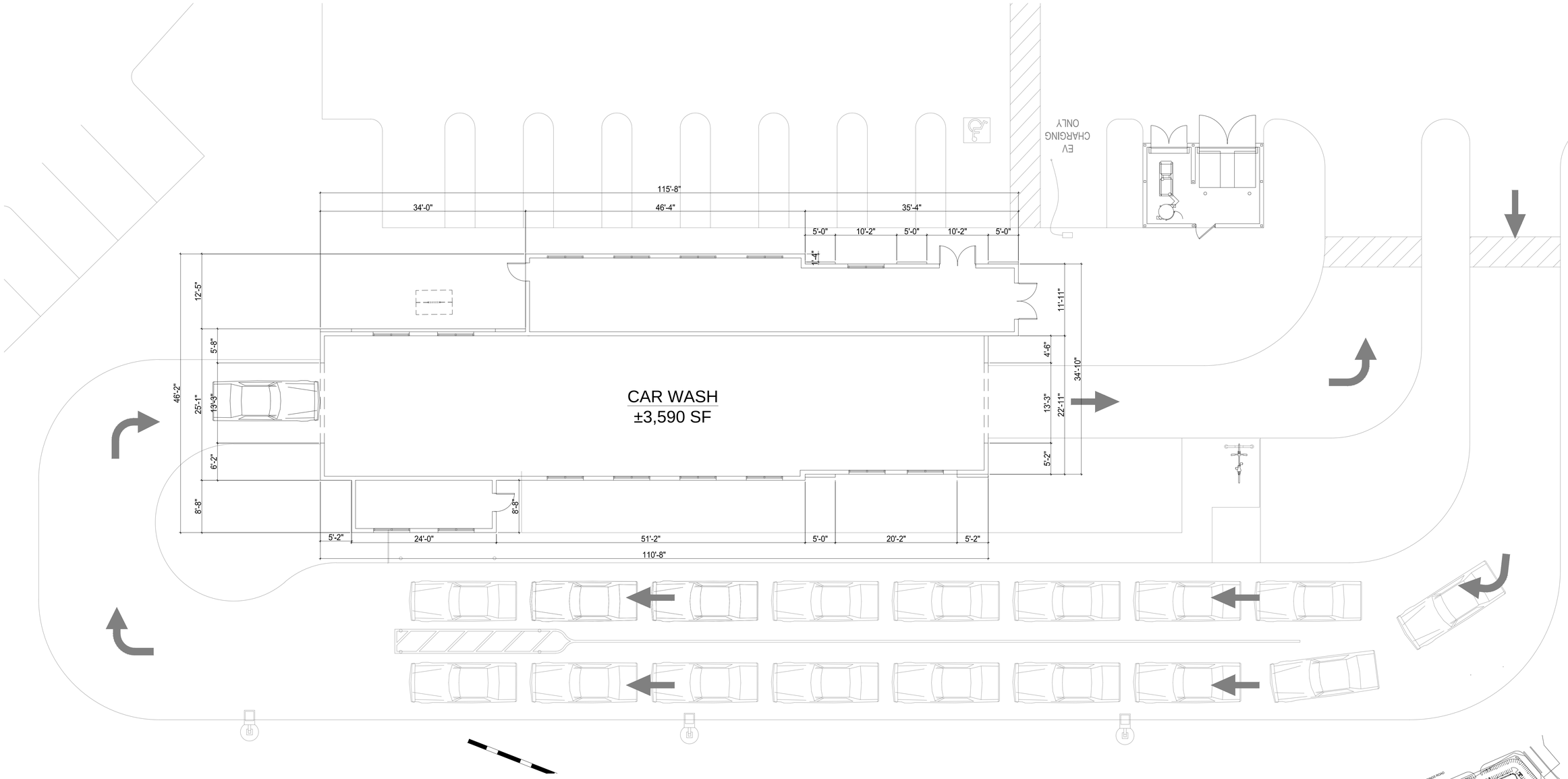
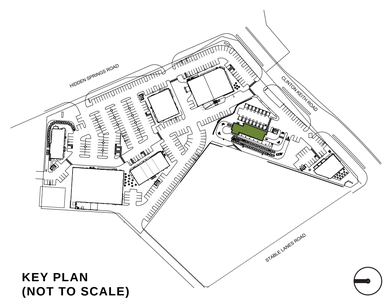
CONCEPTUAL ELEVATIONS
PAD 3

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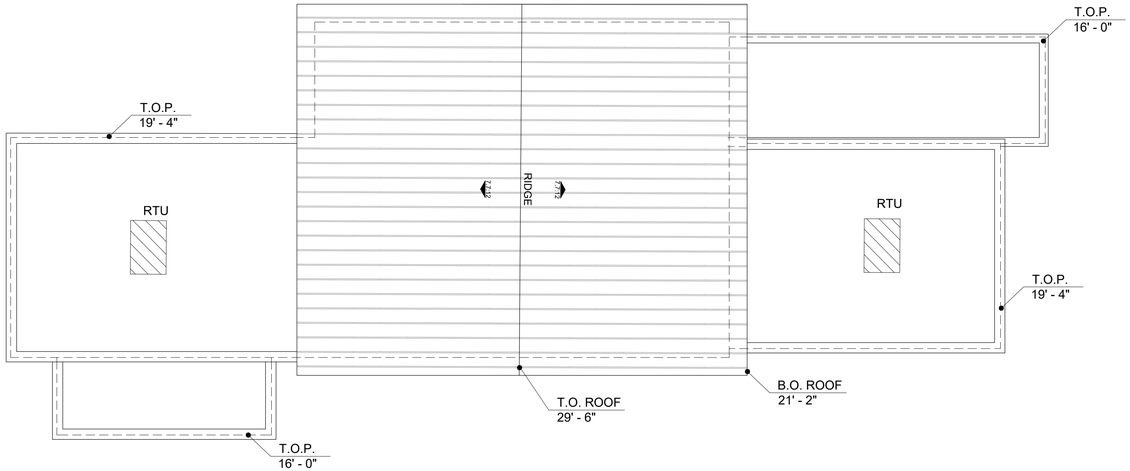
CONCEPTUAL FLOOR PLAN
CARWASH

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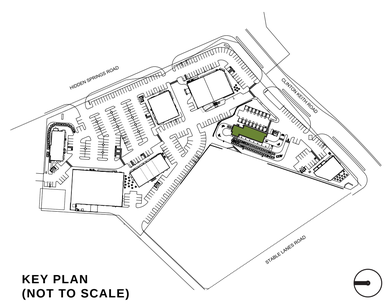


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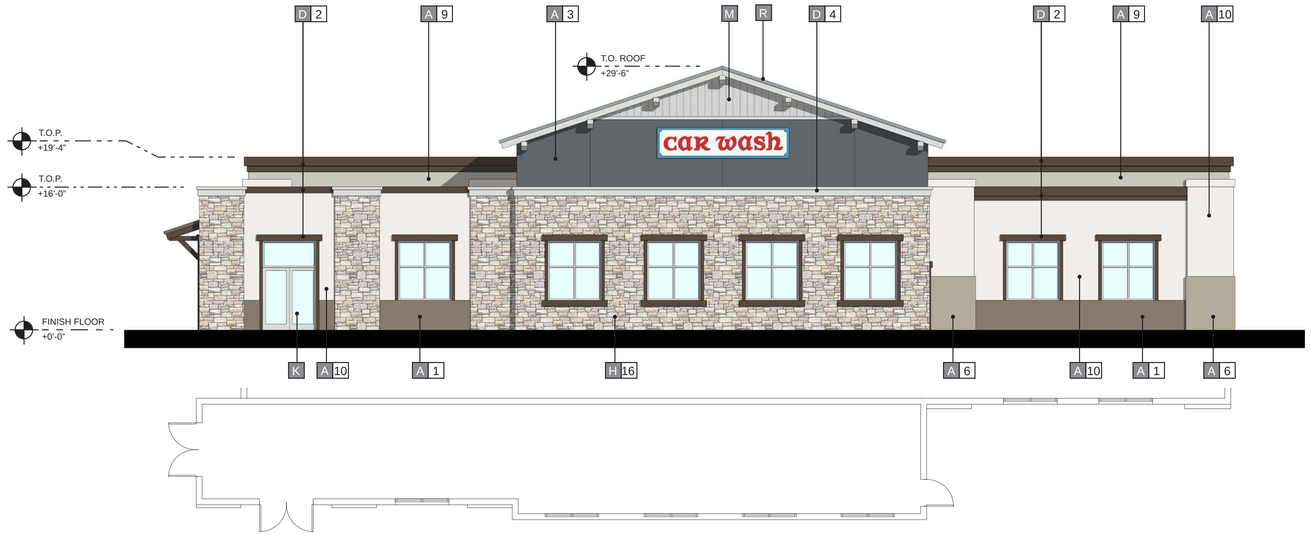
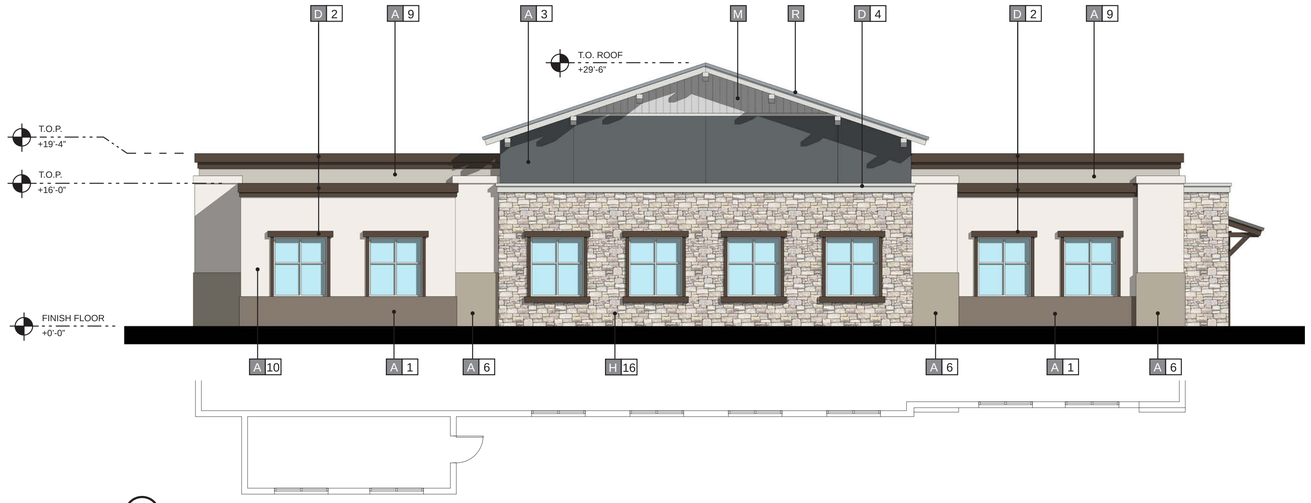
CONCEPTUAL ROOF PLAN
CARWASH



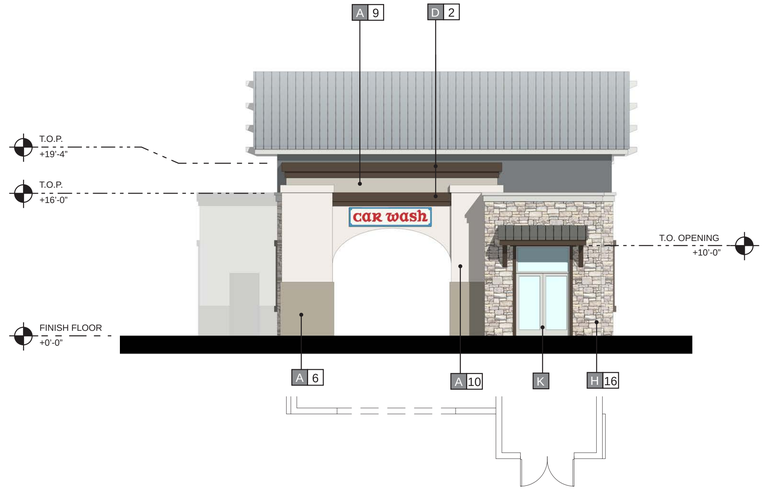

1 FRONT (EAST) ELEVATION




2 SIDE (NORTH) ELEVATION




3 REAR (WEST) ELEVATION




4 SIDE (SOUTH) ELEVATION

## MATERIALS

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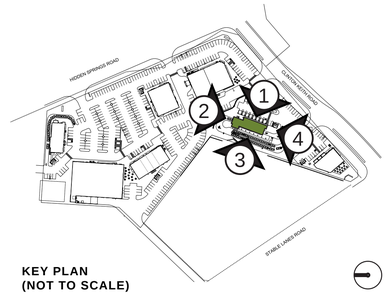
| E | BRICK VENEER | M | WOOD SIDING | T | DECORATIVE GRILLE | 5 | **PAINT** - "DREAMY WHITE" SW6021<br>SHERWIN WILLIAMS | 12 | **PAINT** - "PROPER GRAY" SW6003XB<br>SHERWIN WILLIAMS | 19 | **STONE VENEER** - ELDORADO "LIMESTONE" GRAND<br>BANKS |
| F | LANDSCAPE TRELLIS | N | STONE | | | 6 | **PAINT** - "PERFECT GREIGE" SW6073<br>SHERWIN WILLIAMS | 13 | **STONE VENEER** - CREATIVE MINES "FOOTHILL<br>RUBBLE" GREYPEARL | 20 | |
| G | PRECAST BASE | O | SPANDREL GLASS | | | 7 | **PAINT** - "EXTRA WHITE" SW7006<br>SHERWIN WILLIAMS | 14 | **STONE VENEER** - ELDORADO, ROUGHCUT<br>"CASA BLANCA" | 21 | |

## COLORS AND FINISHES




KEY PLAN
(NOT TO SCALE)

ktgy
Architecture + Planning
888.456.5849
ktgy.com

Somar Land Group, Inc.
302 Hollister Street
San Diego, CA 92154

# CLINTON KEITH MARKETPLACE

WILDOMAR, CA # 2019-0673

| REV | DATE | DESCRIPTION |
|---|---|---|
| | 10/12/20 | ENTITLEMENT SUBMITTAL |
| | 09/12/21 | ENTITLEMENT RESUBMITTAL |
| | 01/14/22 | ENTITLEMENT RESUBMITTAL |
| | 03/16/22 | ENTITLEMENT RESUBMITTAL |
| | | |

ENTITLEMENT PACKAGE
MARCH 16, 2022

0 4 8 16
SCALE: 1/8" = 1'-0"

CONCEPTUAL ELEVATIONS
CARWASH







**Architecture + Planning**
888.456.5849
ktgy.com

**Somar Land Group, Inc.**
302 Hollister Street
San Diego, CA 92154

## CLINTON KEITH MARKETPLACE

WILDOMAR, CA # 2019-0673

| REV | DATE | DESCRIPTION |
|---|---|---|
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| | 03/16/22 | ENTITLEMENT RESUBMITTAL |
| | | |

ENTITLEMENT PACKAGE
MARCH 16, 2022

CONCEPTUAL RENDERING
PLAZA BETWEEN SHOPS 1 & MAJOR A




## PRELIMINARY PALETTE

| BOTANICAL NAME/COMMON NAME | SIZE | WUCOLS | SPACING |
|---|---|---|---|
| **TREE PALETTE** | | | |
| Arbutus marina \| Strawberry Tree | 24" box | M | N/A |
| Cercidium x 'Desert Museum' \| Desert Museum Palo Verde | 24" box | L | N/A |
| Phoenix dactylifera \| Date Palm | 24" box | L | N/A |
| Platanus acerifolia \| London Plane Tree | 24" box | M | N/A |
| **SCREENING PLANTS (1%)** | | | |
| Cistus purpureus \| Orchid Rockrose | 5 gal. | L | 4'-6" o.c |
| Muhlenbergia rigens \| Deer Grass | 5 gal. | L | 4' o.c |
| Myrtus communis \| True Myrtle | 5 gal. | M | 8' o.c |
| Pittosporum 'Silver Sheen' \| Silver Sheen Pittosporum | 5 gal. | M | 6' o.c |
| Rhamnus californica 'Eve Case' \| Coffeeberry | 5 gal. | L | 6' o.c |
| Tagetes lemmonii \| Mexican Marigold | 5 gal. | L | |
| **PARKING LOT PLANTING (11 %)** | | | |
| Abelia grandiflora 'prostrata' \| Prostrate Glossy Abelia | 5 gal. | M | 3'-6" o.c |
| Callistemon viminalis 'Little John' \| Dwarf Bottlebrush | 5 gal. | L | 4' o.c |
| Hesperaloe parviflora 'Desert Flamenco' \| Red Yucca | 5 gal. | L | 2' o.c |
| Lantana x New Gold \| New Gold Lantana | 5 gal. | L | 3' o.c |
| Olea europaea 'Little Ollie' \| Dwarf Olive | 5 gal. | L | 4' o.c |
| **SLOPE PLANTING (15 %)** | | | |
| Acacia redolens 'Desert Carpet' \| Prostrate Acacia | 5 gal. | L | 9' o.c |
| Baccharis pilularis \| Coyote Bush | 5 gal. | L | 9' o.c |
| Iva hayesiana \| Poverty Weed | 5 gal. | L | 3'-6" o.c |
| **LANDSCAPE PLANTS (66%)** | | | |
| Abelia 'Edward Goucher' \| Pink Abelia | 5 gal. | M | 3'-6" o.c |
| Achillea tomentosa \| Wooly Yarrow | 5 gal. | M | 1' o.c |
| Arctostaphylos 'Pacific Mist' \| Pacific Mist Manzanita | 5 gal. | L | 7' o.c |
| Ceanothus 'Yankeee Point' \| Yankee Point California Lilac | 5 gal. | M | 6' o.c |
| Lavandula angustifolia 'Thumbelina Leigh' \| English Lavender | 5 gal. | L | 1' o.c |
| Phlomis fruticosa \| Jerusalem Sage | 5 gal. | L | 3' o.c |
| Rosamarinus officinalis 'Tuscan Blue' \| Tuscan Blue Rosemary | 5 gal. | L | 3' o.c |
| Salvia Leucantha 'Santa Barbara' \| Mexican Bush Sage | 5 gal. | L | 3' o.c |
| **STORMWATER PLANTS (7%)** | | | |
| Baccharis centennial \| Centennial Desert Broom | 5 gal. | L | 4'-6" o.c |
| Carex Pansa \| California Meadow Sedge | 5 gal. | M | 18" o.c |
| Leymus condensatus \| Giant Wildrye | 5 gal. | L | 6' o.c |
| Rosa californica \| California Wild Rose | 5 gal. | L | 6' o.c |
| Sisyrinchium bellum \| Western Blue-Eyed Grass | 5 gal. | VL | 18" o.c |

### LANDSCAPE DATA

Total Site Area: 388,280 sf (8.9 acres)
Landscape Area Required: 42,711 sf (50 + spaces = 11% landscaped)
Landscape Area Provided: 79,772 sf (20%)

Landscape Shading Required: 50+ spaces = 50% shaded
Landscape Shading Provided: 50%

### PARKING

Standard Spaces: 364
Total Accessible Spaces: 8
Total EV Charging Stations: 23
Total Clean Air/Van Pool Spaces: 31

*** ALL EXISTING TREES AND PLANTING ARE TO BE REMOVED FROM THE SITE**
*** ALL IMPROVEMENTS ARE TO BE MAINTAINED BY THE PROPERTY OWNER**

OWNER: STEPHEN MACIE
Somar Land Group, Inc
16391 Harwich Circle
Riverside, CA 92503
Plan Prepared By: Withers & Sandgren Landscape Architecture & Planning

WITHERS & SANDGREN
LANDSCAPE ARCHITECTURE + PLANNING

# CLINTON KEITH MARKETPLACE | PRELIMINARY LANDSCAPE PLAN

APN: 380-110-004, 009, 010, 014 & 016

19 FEBRUARY 2022

L1

# VESTING TENTATIVE PARCEL MAP 37736
## FOR COMMERCIAL PURPOSES

### LEGAL DESCRIPTION

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

APN: 380-110-004
THAT PORTION OF FRACTIONAL SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, BEING ALSO A PORTION OF PARCEL 2 OF PARCEL MAP 6430, IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED IN BOOK 18 PAGE 7 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS;
COMMENCING AT THE NORTHEAST CORNER OF SECTION 1 TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID SECTION 1, A DISTANCE OF 1982.35 FEET; THENCE SOUTH 18° 02' WEST, A DISTANCE OF 632.8 FEET; THENCE SOUTH 87° 03' EAST, A DISTANCE OF 25.9 FEET, MORE OR LESS, TO A POINT ON THE SOUTHEASTERLY LINE OF SAID PARCEL 2, SAID POINT BEING THE POINT OF BEGINNING OF THE LINE TO BE DESCRIBED; THENCE NORTH 87° 03' WEST, A DISTANCE OF 430.9 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY LINE OF SAID PARCEL 2.

APN: 380-110-009
ALL THAT PORTION OF PARCEL 2 OP PARCEL MAP 6430, AS SHOWN BY MAP ON FILE IN BOOK 18 PAGE 7 OP PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA DESCRIBED AS FOLLOWS:
COMMENCING AT THE MOST NORTHEASTERLY CORNER OF SAID PARCEL 2;
THENCE SOUTH 18° 36' 40" WEST ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 2 A DISTANCE OF 300.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 84° 43' 37" WEST, A DISTANCE OF 353. 06 FEET, MORE OR LESS, TO AN ANGLE POINT IN THE WESTERLY LINE OF SAID PARCEL 2.

### SURVEYOR NOTES

THE BOUNDARY SHOWN HEREON IS BASED UPON EXISTING FOUND MONUMENTATION AND RECORDED MAPS AND DOCUMENTS.
CONTOURS AND ELEVATIONS SHOWN HEREON ARE BASED UPON AN AERIAL PHOTOGRAMMETRIC MAPPING.
CONTOURS - NINETY PERCENT (90%) OF ALL ELEVATIONS DERIVED FROM SOLID LINE CONTOURS SHALL NOT DEVIATE FROM TRUE ELEVATION BY MORE THAN HALF A CONTOUR INTERVAL. THE REMAINING TEN PERCENT (10%) SHALL BE ACCURATE TO WITHIN A WHOLE CONTOUR INTERVAL. IN CHECKING ELEVATIONS TAKEN FROM THE CONTOUR MAP, THE APPARENT VERTICAL ERROR MAY BE DECREASED BY ASSUMING A HORIZONTAL DISPLACEMENT OF SIXTY-FOUR HUNDREDTHS OF A MILLIMETER (0.64 MM).
IN AREAS WHERE THE GROUND IS OBSCURED WHEN CONSECUTIVE AERIAL PHOTOGRAPHS ARE VIEWED STEREOSCOPICALLY THROUGH A PHOTOGRAMMETRIC INSTRUMENT, CONTOURS SHALL BE PLOTTED AS ACCURATELY AS CONDITIONS PERMIT. IN PLACES WHERE THE GROUND IS VISIBLE, ANY PHOTOGRAMMETRICALLY MEASURED SPOT ELEVATIONS SHALL BE FULLY UTILIZED IN ESTABLISHING SUCH CONTOURS WHENEVER POSSIBLE. CONTOURS GENERATED UNDER THESE CONDITIONS SHALL BE REPRESENTED BY UNIFORMLY DASHED LINES.
SPOT ELEVATIONS - NINETY PERCENT (90%) OF ALL PLOTTED SPOT ELEVATIONS SHALL BE ACCURATELY POSITIONED TO WITHIN ONE FOURTH A CONTOUR INTERVAL. THE REMAINING TEN PERCENT (10%) SHALL BE ACCURATE TO WITHIN HALF A CONTOUR INTERVAL.
BENCHMARK
RIVERSIDE COUNTY B.M. E-20 AT SE CORNER OF PALOMAR AND CATT ROAD ELEV. = 1216.14

### GENERAL NOTES

- THE PROPERTY IS LOCATED IN THE CITY OF WILDOMAR, RIVERSIDE COUNTY, CALIFORNIA.
- ASSESSOR PARCEL NUMBERS ARE: 380-110-009, 010, 014 AND 016.
- WILDOMAR GENERAL PLAN LAND USE DESIGNATION IS: COMMERCIAL RETAIL (CR).
- WILDOMAR ZONING IS: SCENIC HIGHWAY COMMERCIAL (C-P-S).
- PROPERTY GROSS AREA IS:

| APN | GROSS AREA (AC.) |
|---|---|
| 380-110-004 | 0.020 |
| 380-110-014 | 1.050 |
| 380-110-010 | 2.446 |
| 380-110-009 | 1.763 |
| 380-110-016 | 3.669 |
| TOTAL: | 8.948 ACRES |

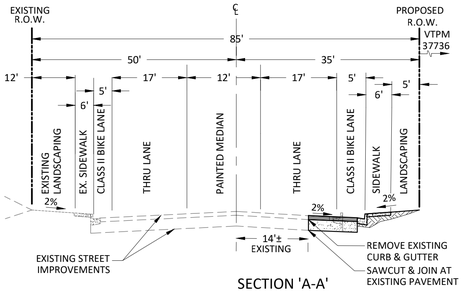
- THERE ARE EIGHTEEN (18) OAK TREES AND THREE (3) COTTONWOODS ONSITE.
- THERE ARE SEVEN OAKS OFFSITE WITHIN THE DRAINAGE COURSE AREA.
- THE PROPERTY IS LOCATED AT THE NORTHWEST CORNER OF CLINTON KEITH ROAD AND HIDDEN SPRINGS ROAD.
- GRADING PROPOSED AS A SINGLE PHASE.
- BUILDING CONSTRUCTION TIMING IS INDEPENDENT FROM ONE ANOTHER.
- THIS VESTING TENTATIVE/PARCEL MAP INCLUDES THE ENTIRE CONTIGUOUS OWNERSHIP OF THE OWNER/SUBDIVIDER.
- THERE IS NO FLOOD HAZARD AFFECTING THE SITE. THE FEMA FLOOD HAZARD DESIGNATION IS ZONE X (AREA OF MINIMAL FLOOD HAZARD).
- THE SITE IS NOT SUBJECT TO LIQUIFACTION OR OTHER GEOTECHNICAL HAZARDS AND IS NOT WITHIN A SPECIAL STUDIES ZONE.
- THE PROJECT IS IN COMPLIANCE WITH THE CIT OF WILDOMAR WATER QUALITY MANAGEMENT PLAN REQUIREMENTS.
- THE SITE IS LOCATED IN THOMAS BROTHERS RIVERSIDE COUNTY MAP BOOK, PAGE 927, SECTION F-1.

### UTILITIES AND SERVICES

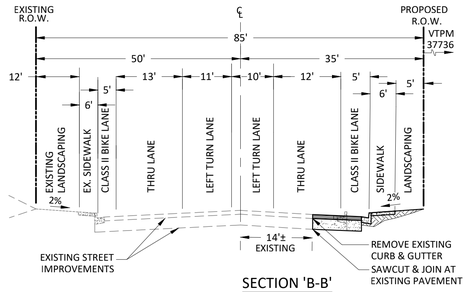
| | | |
|---|---|---|
| STORM DRAIN | - | CITY OF WILDOMAR |
| SEWER | - | ELSINORE VALLEY MUNICIPAL WATER DISTRICT |
| WATER | - | ELSINORE VALLEY MUNICIPAL WATER DISTRICT |
| GAS | - | SOUTHERN CALIFORNIA GAS COMPANY |
| ELECTRICAL | - | SOUTHERN CALIFORNIA EDISON COMPANY |
| TELEPHONE | - | AT&T |
| SCHOOLS | - | LAKE ELSINORE UNIFIED SCHOOL DISTRICT |
| PARKS | - | CITY OF WILDOMAR |
| POLICE | - | RIVERSIDE COUNTY SHERIFF DEPARTMENT |
| FIRE | - | RIVERSIDE COUNTY FIRE DEPARTMENT |

TABLE OF CONTENTS

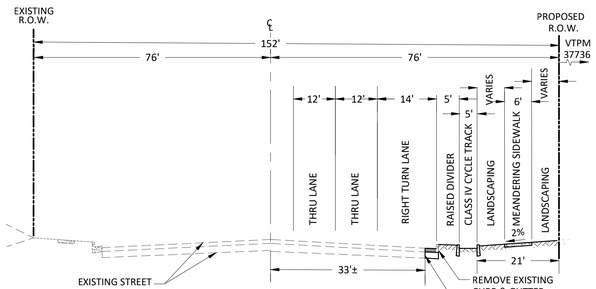

| PAGE NO. | DESCRIPTION |
|---|---|
| 1 | TITLE PAGE - NOTES AND STREET SECTIONS |
| 2 | TENTATIVE MAP - PLAN SHEET |
| 3 | CONCEPTUAL GRADING EXHIBIT |
| 4 | CONCEPTUAL GRADING CROSS SECTION EXHIBIT |
| 5 | EXISTING ON-SITE EASEMENT AND RIGHT OF WAY EXHIBIT |
| 6 | PROPOSED ON-SITE EASEMENT AND RIGHT OF WAY EXHIBIT |
| 7 | PROPOSED OFF-SITE EASEMENT EXHIBIT |
| 8 | CONCEPTUAL LANE CONFIGURATION AND STRIPING EXHIBIT |
| 9 | SIGHT DISTANCE EXHIBIT |
| 10 | CONSTRAINTS EXHIBIT |
| 11 | REQUIRED SUBMITTAL INFORMATION REFERENCE CHART |

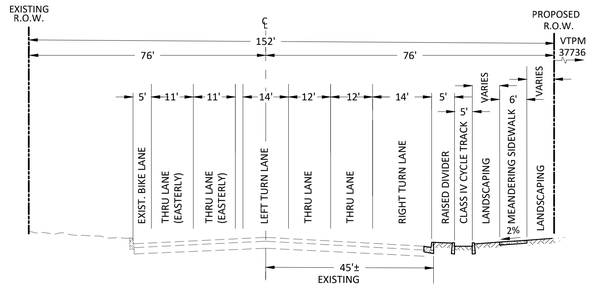

SECTION 'A-A'
HIDDEN SPRINGS ROAD
*NOT TO SCALE*



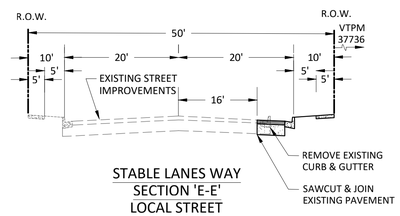

SECTION 'B-B'
HIDDEN SPRINGS ROAD
*NOT TO SCALE*




CLINTON-KEITH ROAD
SECTION 'C-C'
*NOT TO SCALE*




CLINTON-KEITH ROAD
SECTION 'D-D'

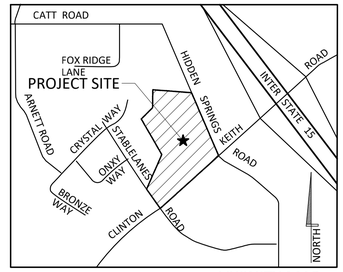



STABLE LANES WAY
SECTION 'E-E'
LOCAL STREET
STD # 105
2 OF 2
*NOT TO SCALE*

**CONDITIONALLY APPROVED**

- ☐ BY THE PLANNING DEPARTMENT
- ☐ BY THE PLANNING DIRECTOR
- [X] BY THE PLANNING COMMISSION
- ☐ BY THE CITY COUNCIL

FOR THE CITY OF WILDOMAR ON 05 / 18 / 2022
APPLICATION NOS. PA No. 21-0033
PLANNER Matthew Bassi
SIGNATURE *Matthew Bassi*




VICINITY MAP
*NOT TO SCALE*

### APPLICANT/OWNER

SOMAR LAND GROUP, INC.
16391 HARWICH CIRCLE
RIVERSIDE, CA. 92503
ATTN: STEVE MACIE
TELE: (702) 497-3101

### CIVIL ENGINEER

CHALLMAN ENGINEERING, INC. + CEI BUILD, INC.
41758 12TH STREET WEST, SUITE 'A'
PALMDALE, CA. 93551
ATTN: BILL CHALLMAN
TELE: (661) 524-0911

### LAND DEVELOPMENT CONSULTANT

PACIFIC WEST HOME SOLUTIONS, LLC
25220 AVENUE STANFORD, SUITE 311
SANTA CLARITA, CA. 91355
ATTN: RON DRUSCHEN
TELE: (626) 482-4580

### ARCHITECT

KTGY
17911 VON KARMAN AVENUE, SUITE 200
IRVINE, CA 92614
ATTN: MICHAEL TSENG AND JENNIFER WEIGAND
TELE: (949) 851-2133

### TRAFFIC ENGINEER

URBAN CROSSSROADS
1133 CAMELBACK ST. #8329
NEWPORT BEACH, CA 92658
TELE: (949) 660-1991

### PROJECT SURVEYOR

FJS LAND CONSULTING
4054 BRINDISI PLACE
MOORPARK, CA 93201
ATTN: FRANK SOBECKI
TELE: (805) 501-4075

| No. | REVISION DESCRIPTION | BY | DATE |
|---|---|---|---|
| | | | |

PACIFIC West Life...Elevated by Design

VESTING TENTATIVE PARCEL MAP NO. 37736
CLINTON KEITH MARKETPLACE
SEPTEMBER 1, 2021
WILDOMAR, CA

| | | | | | |
|---|---|---|---|---|---|
| DESIGNED: | RD | | | | |
| DRAWN: | JS | | | DATE: | 12-17-2021 |
| CHECKED: | BC | | | SCALE: | 1" = 50' |
| SUPERVISED: | RD | | | JOB NUMBER: | 1012-001 |

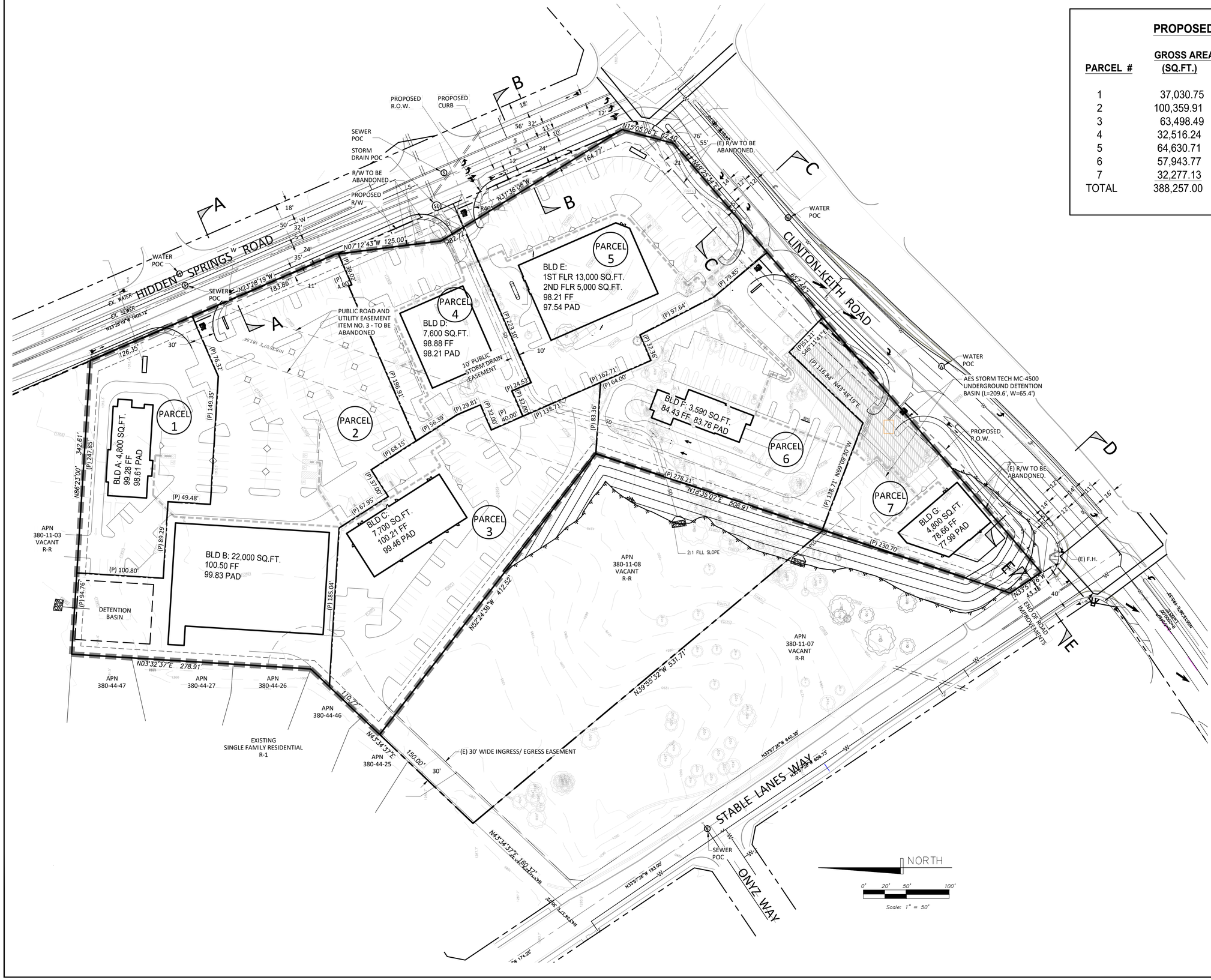
CEI+B
CHALLMAN ENGINEERING INC+CEI BUILD INC
A DESIGN-BUILD COMPANY

REGISTERED PROFESSIONAL ENGINEER
WILLIAM J. CHALLMAN
No. 61872
Exp. 9-30-23
CIVIL
STATE OF CALIFORNIA

SHEET NO.
1
OF 11 SHEETS

## PROPOSED PARCEL AREA TABLE

| PARCEL # | GROSS AREA (SQ.FT.) | LESS: PUBLIC EASEMENT (SQ.FT). | NET AREA (SQ.FT). |
|---|---|---|---|
| 1 | 37,030.75 | 735.93 | 36,294.82 |
| 2 | 100,359.91 | 14,949.35 | 85,410.56 |
| 3 | 63,498.49 | 10,12350 | 53,374.99 |
| 4 | 32,516.24 | 5,775.07 | 26,741.17 |
| 5 | 64,630.71 | 2,190.25 | 62,440.46 |
| 6 | 57,943.77 | 7,050.92 | 50,892.85 |
| 7 | 32,277.13 | 5,994.66 | 26,282.47 |
| TOTAL | 388,257.00 | 46,819.68 | 341,437.32 |




## LEGEND

- RIGHT OF WAY
- PARCEL LINE
- TRACT BOUNDARY
- INGRESS/EGRESS EASEMENT
- EASEMENT
- EXISTING LOT LINE
- DAYLIGHT LIGHT
- 690 PROPOSED MAJOR CONTOUR
- 692 PROPOSED MINOR COUNTOUR
- EXISTING CURB
- EXISTING MEDIAN
- PLANNING AREA BOUNDARY
- CENTERLINE
- WALL LINE
- x FENCE LINE
- C / F CUT/FILL
- TOP SLOPE
- TOE SLOPE
- (P) 28.78' PROPOSED PROPERTY LINES & DIMENSIONS
- FL NATURAL FLOWLINE
- SD PUBLIC STORM DRAIN
- PSD PRIVATE STORM DRAIN
- S PUBLIC SEWER MAIN
- W PUBLIC WATER MAIN
- D D SEE SHEET 1 FOR SECTIONS
- FOUND MONUMENT
- LIGHT POST
- POWER POLE
- ELECTRICAL PULL BOX
- GUY ANCHOR
- MAILBOX
- MONITORING WELL
- OAK TREE LOCATION & DRIP LINE
- (P) PROPOSED
- (E) EXISTING

| No. | REVISION DESCRIPTION |
|---|---|

PACIFIC West — Life...Elevated by Design

# VESTING TENTATIVE PARCEL MAP NO. 37736
## CLINTON KEITH MARKETPLACE
SEPTEMBER 1, 2021
WILDOMAR, CA

| | | | | | |
|---|---|---|---|---|---|
| DESIGNED: | RD | | | | |
| DRAWN: | JS | DATE: | 12-17-2021 | | |
| CHECKED: | BC | SCALE: | 1" = 50' | | |
| SUPERVISED: | RD | JOB NUMBER: | 1012-001 | | |

CEI+B
CHALLMAN ENGINEERING INC+CEI BUILD INC
A DESIGN-BUILD COMPANY

REGISTERED PROFESSIONAL ENGINEER
WILLIAM J. CHALLMAN
No. 61872
Exp. 9-30-23
CIVIL
STATE OF CALIFORNIA

SHEET NO.
2
OF 11 SHEETS

## SUMMARY OF EARTHWORK QUANTITIES

| ITEM | A CUT/CUBIC YDS.. | B FILL/CUBIC YDS. |
|---|---|---|
| 1. LAND DEVELOPMENT PROGRAM FOR PURE VOLUME (RAW) | 54,542 | 90,570 |
| 2. SUBSIDENCE LOSS – 0.1' | | 1,153 |
| 3. OVEREXCAVATION – PAD 63,490 x 4 / 27 | 7,104 | 7,104 |
| 4. OVEREXCAVATION – ROAD 204,773 x 1 / 27 | 8,537 | 8,537 |
| 5. SUBTOTALS | 70,183 | 107,364 |
| 6. SHRINKAGE @ 10% | | 11,929 |
| 7. TOTALS | 70,183 | 119,293 |
| 8. IMPORT | | 49,110 |

## CONSTRUCTION NOTES:

1. CONSTRUCT 4' WIDE RIBBON GUTTER PER DETAIL 'B' ON SHEET C1.02
2. CONSTRUCT 6" PCC CURB PER SPPWC 120-2, A1-6 (150). SEE DETAIL 'A' ON SHEET C1.02
3. CONSTRUCT ADA SIGNAGE AND STRIPING
4. CONSTRUCT 6" PCC CURB AND GUTTER PER SPPWC 120-2, A1-6 (150) SEE DETAIL 'D' ON SHEET C1.02
5. INSTALL 36"X36" JENSEN (OR EQUAL) DROP INLET CATCH BASIN
6. INSTALL ADS UNDERGROUND STORAGE SYSTEM PER MANF. RECOMMENDATION AND DETAILS

GRAPHIC SCALE

50 0 25 50 100 200

( IN FEET )
1 inch = 50 ft.

PROJECT OWNER
SOMAR LAND GROUP, INC
16391 HARWICH CIRCLE
RIVERSIDE, CA. 92503
ATTN: MR. STEVE MACIE
(702) 497-3101

CONSULTANT
Duke Engineering
CIVIL & STRUCTURAL
LANCASTER - CALIFORNIA
44732 YUCCA AVENUE
LANCASTER, CA
661-952-7918

REVISIONS
No. Revisions | By | Date

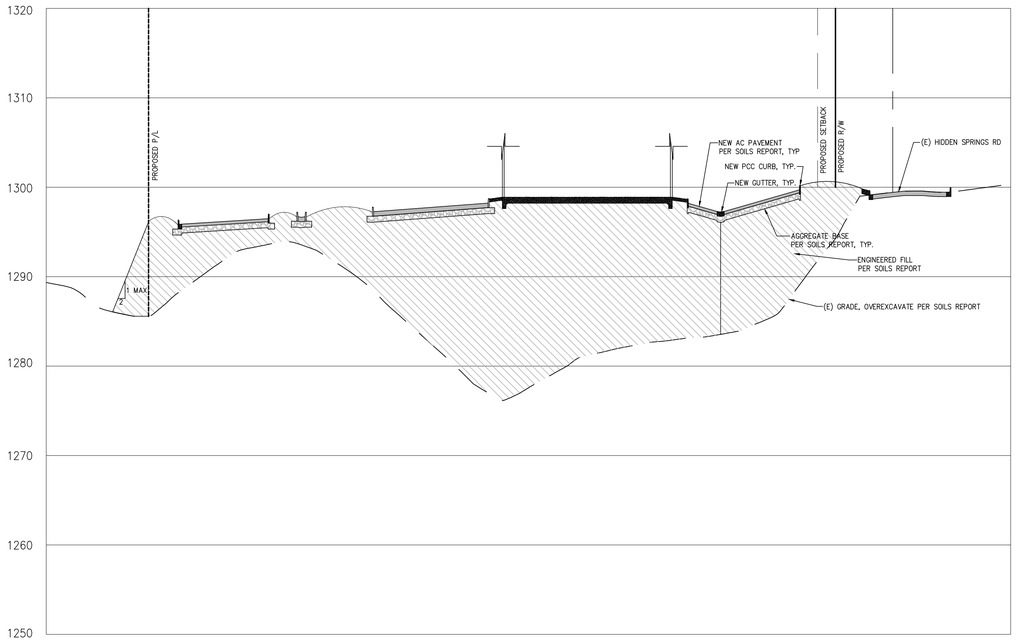
PROJECT
CLINTON KEITH MARKETPLACE
380-110-004,009,010,014,016
WILDOMAR, CA

ENGINEER OF RECORD
REGISTERED PROFESSIONAL ENGINEER
RYAN DUKE
No. 77129
EXP. 6-30-22
CIVIL
STATE OF CALIFORNIA

SHEET TITLE
CONCEPTUAL GRADING PLAN

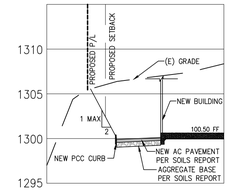
SHEET
C1.00
PROJECT: 19067

SHEET NO.
3
OF 10 SHEETS



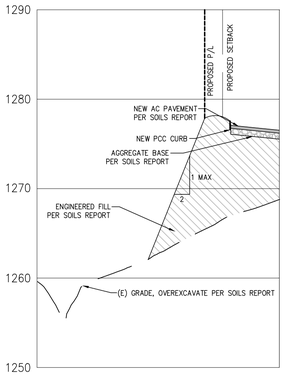

SECTION A–A

SCALE: HORIZ. 1" = 40'
VERT. 1" = 8'



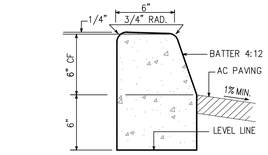

SECTION C–C

SCALE: HORIZ. 1" = 40'
VERT. 1" = 8'



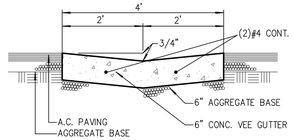

SECTION D–D

SCALE: HORIZ. 1" = 40'
VERT. 1" = 8'



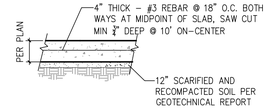

A 6" PCC CURB TYP.

SPPWC STD 120-2, TYPE A1-6(150).
NTS



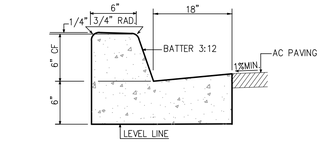

B 4' RIBBON GUTTER

NTS



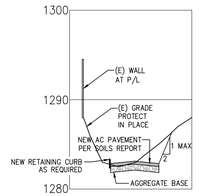

C PCC PAVEMENT

NTS



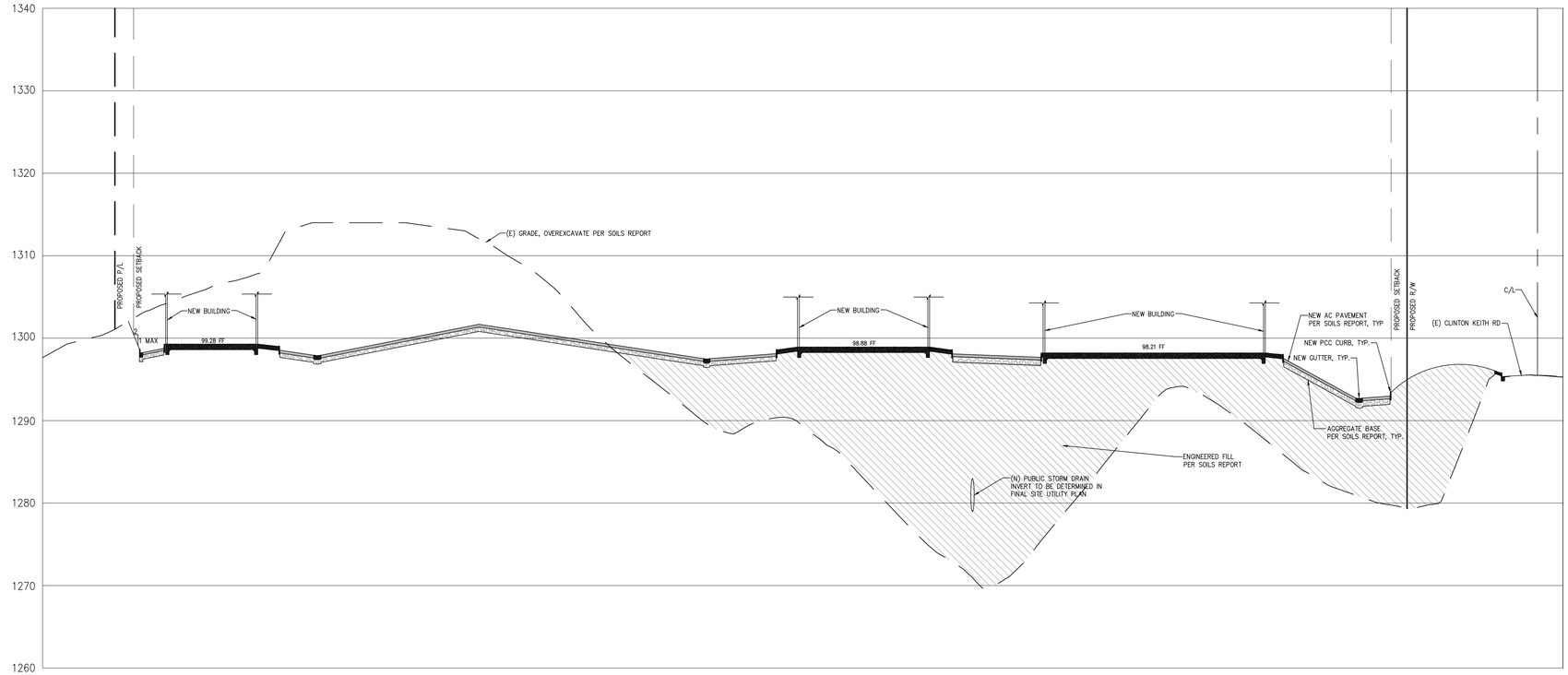

D 6" PCC CURB & GUTTER TYP.

SPPWC STD 120-2, TYPE A2-6(150).
NTS




SECTION E–E

SCALE: HORIZ. 1" = 40'
VERT. 1" = 8'




SECTION B–B

SCALE: HORIZ. 1" = 40'
VERT. 1" = 8'

PROJECT OWNER
SOMAR LAND GROUP, INC
16391 HARWICH CIRCLE
RIVERSIDE, CA, 92503
ATTN: MR. STEVE MACIE
(702) 497-3101

CONSULTANT
Duke Engineering
CIVIL & STRUCTURAL
LANCASTER - CALIFORNIA
44732 YUCCA AVENUE
LANCASTER, CA
661-952-7918

REVISIONS

| No. | Revisions | By | Date |
|---|---|---|---|

PROJECT
CLINTON KEITH MARKETPLACE
380-110-004,009,010,014,016
WILDOMAR, CA

ENGINEER OF RECORD

REGISTERED PROFESSIONAL ENGINEER
RYAN DUKE
No. C 79022
CIVIL
STATE OF CALIFORNIA

SHEET TITLE
CONCEPTUAL SECTIONS

SHEET
C1.02
PROJECT: 19067

SHEET NO.
4
OF 11 SHEETS

1257

## EXISTING EASEMENT AND STREET RIGHT OF WAY ABANDONMENT LEGEND

PER PRELIMINARY TITLE REPORT NO. 008-25008960-1MB, DATED JUNE 6, 2017, PREPARED BY FIDELITY NATIONAL TITLE COMPANY. (APN 380-110-16)

ITEM 2 - AN EASEMENT FOR INGRESS AND EGRESS ALONG A PORTION OF THE SOUTHEASTERLY LINE OF THE HEREIN DESCRIBED PROPERTY, AS DISCLOSED BY RECORD OF SURVEY MAP RECORDED IN BOOK 53, PAGE 92 OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS. (PLOTTED HEREIN).

ITEM 3 - A DECLARATION OF DEDICATION FOR PUBLIC ROAD, PUBLIC UTILITY AND INCIDENTAL PURPOSES, RECORDED JANUARY 23, 1976 AS INSTRUMENT NO. 9637 OFFICIAL RECORDS, AFFECTS THE NORTHWEST BOUNDARY. (DOES NOT PLOT WITHIN THE SUBJECT PROPERTY).

ITEM 5 - EASEMENT FOR INGRESS AND EGRESS PURPOSES AS GRANTED IN A DOCUMENT GRANTED TO THE COUNTY OF RIVERSIDE, RECORDED OCTOBER 22, 1999, RECORDING NO: 1999-465946 OFFICIAL RECORDS. (PLOTTED HEREIN).

PER PRELIMINARY TITLE REPORT NO. 008-25008943-1MB, DATED JUNE 6, 2017, PREPARED BY FIDELITY NATIONAL TITLE COMPANY. (APN'S 380-110-09; 10 AND 14).

ITEM 3 - AN EASEMENT FOR INGRESS AND EGRESS ALONG A PORTION OF THE SOUTHEASTERLY LINE OF THE HEREIN DESCRIBED PROPERTY, AS DISCLOSED BY RECORD OF SURVEY MAP RECORDED IN BOOK 53, PAGE 92 OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS. (PLOTTED HEREIN). [TITLE COMPANY SHOULD REVIEW THE EFFECT OF A QUITCLAIM EXECUTED BY JOSE L. ARIAS AND ELVIRA ARIAS, RECORDED AUGUST 28, 1984 AS INSTRUMENT NO. 188193 OF OFFICIAL RECORDS. EASEMENT MAY NO LONGER AFFECT THESE PARCELS]

ITEM 4 - A DECLARATION OF DEDICATION FOR PUBLIC ROAD, PUBLIC UTILITY AND INCIDENTAL PURPOSES, RECORDED JANUARY 23, 1976 AS INSTRUMENT NO. 9637 OFFICIAL RECORDS, AFFECTS THE NORTHWEST BOUNDARY. (PLOTTED HEREIN).

TO REMAIN IN PLACE. A DECLARATION OF DEDICATION FOR PUBLIC ROAD, PUBLIC UTILITY AND INCIDENTAL PURPOSES, RECORDED JANUARY 23, 1976 AS INSTRUMENT NO. 9637 OFFICIAL RECORDS, AFFECTS THE NORTHWEST BOUNDARY.

STREET RIGHT OF WAY TO BE ABANDONED.

EXISTING PROJECT BOUNDARY

PROPOSED INTERNAL PARCEL LINE

PLANNING AREA BOUNDARY

HIDDEN SPRINGS ROAD

CLINTON-KEITH ROAD

STABLE LANES WAY

ONYZ WAY

PROPOSED R.O.W.

PROPOSED CURB

SEWER POC

STORM DRAIN POC

R/W TO BE ABANDONED

PROPOSED R/W

EX. WATER

EX. SEWER

PUBLIC ROAD AND UTILITY EASEMENT ITEM NO. 3 - TO BE ABANDONED

EXISTING STREET RIGHT-OF-WAY TO BE ABANDONED

ITEM NO. 5 - INGRESS AND EGRESS TO BE ABANDONED

(E) R/W TO BE ABANDONED.

EXISTING APN 380-110-014

EXISTING APN 380-110-016

EXISTING APN 380-110-004

EXISTING APN 380-110-010

EXISTING APN 380-110-009

PARCEL 1

PARCEL 2

PARCEL 3

PARCEL 4

PARCEL 5

PARCEL 6

PARCEL 7

ITEM NO. 4 - TO BE ABANDONED

ITEM NO. 4 - TO REMAIN IN PLACE

(E) INGRESS/ EGRESS EASEMENT

APN 380-44-47

APN 380-44-27

APN 380-44-26

APN 380-44-46

APN 380-44-25

EXISTING SINGLE FAMILY RESIDENTIAL R-1

APN 380-11-07 VACANT R-R

EXISTING STREET RIGHT-OF-WAY TO BE ABANDONED

END OF ROAD IMPROVEMENTS

2:1 FILL SLOPE

N86°23'00"E 42.61'

N03°32'37"E 278.91'

N39°55'32"W 531.71'

N33°57'26"W 43.35'

N33°57'26"W 640.38'

N33°57'26"W 658.73'

N33°57'26"W 180.00'

N63°54'37"E 150.00'

N63°54'37"E 180.37'

N26°05'23"E 174.20'

110.77'

126.35'

NORTH

0' 20' 50' 100'

Scale: 1" = 50'

| No. | REVISION DESCRIPTION | BY | DATE |
|---|---|---|---|
| | | | |

PACIFIC West
Life...Elevated by Design

# EXISTING ON-SITE EASEMENT EXHIBIT
# VESTING TENTATIVE PARCEL MAP NO. 37736
CLINTON KEITH MARKETPLACE
SEPTEMBER 1, 2021
WILDOMAR, CA

| | | | |
|---|---|---|---|
| DESIGNED: | RD | | |
| DRAWN: | JS | | |
| CHECKED: | BC | | |
| SUPERVISED: | RD | | |
| DATE: | 12-17-2021 | | |
| SCALE: | 1" = 50' | | |
| JOB NUMBER: | 1012-001 | | |

CEI+B
CHALLMAN ENGINEERING INC+CE: BUILD INC
A DESIGN-BUILD COMPANY

REGISTERED PROFESSIONAL ENGINEER
WILLIAM J. CHALLMAN
No. 61872
Exp. 9-30-23
CIVIL
STATE OF CALIFORNIA

SHEET NO.

5

OF 11 SHEETS

## PROPOSED ONSITE EASEMENT LEGEND

- PROPOSED FIRE DEPARTMENT ACCESS INGRESS/EGRESS ACCESS EXHIBIT
- PROPOSED PRIVATE STORM DRAIN EASEMENT
- PROPOSED STREET RIGHT OF WAY DEDICATION EASEMENT

- EXISTING PROJECT BOUNDARY
- PROPOSED INTERNAL PARCEL LINE
- PLANNING AREA BOUNDARY

HIDDEN SPRINGS ROAD
CLINTON-KEITH ROAD
STABLE LANES WAY
ONYX WAY
PROPOSED R.O.W.
PROPOSED CURB
SEWER POC
STORM DRAIN POC
R/W TO BE ABANDONED
PROPOSED R/W
EX. WATER
EX. SEWER
N23°28'19"W 1405.12'
PUBLIC ROAD AND UTILITY EASEMENT ITEM NO. 3 - TO BE ABANDONED
EXISTING STREET RIGHT-OF-WAY TO BE ABANDONED
ITEM NO. 5 - INGRESS AND EGRESS TO BE ABANDONED
(E) R/W TO BE ABANDONED.
EXISTING STREET RIGHT-OF-WAY TO BE ABANDONED
ITEM NO. 4 - TO BE ABANDONED
(E) INGRESS/ EGRESS EASEMENT
2:1 FILL SLOPE
END OF ROAD IMPROVEMENTS
EXISTING APN 380-110-014
EXISTING APN 380-110-016
EXISTING APN 380-110-010
EXISTING APN 380-110-009
EXISTING APN 380-110-004
APN 380-44-47
APN 380-44-27
APN 380-44-26
APN 380-44-46
APN 380-44-25
APN 380-11-07 VACANT R-R
EXISTING SINGLE FAMILY RESIDENTIAL R-1
PARCEL 1
PARCEL 2
PARCEL 3
PARCEL 4
PARCEL 5
PARCEL 6
PARCEL 7
N86°23'00" 42.61'
N03°32'37"E 278.91'
110.77'
N43°54'37"E 150.00'
N43°54'37"E 180.32'
N39°55'32"W 531.71'
N53°57'26"W 840.38'
N53°57'26"W 656.73'
N53°57'26"W 43.35'
N53°57'26"W 193.00'
126.35'
42.61'
174.35'
NORTH
0' 20' 50' 100'
Scale: 1" = 50'

| No. | REVISION DESCRIPTION | BY | DATE |
|---|---|---|---|
| | | | |

PACIFIC West
Life...Elevated by Design

# PROPOSED ON-SITE EASEMENT EXHIBIT
## VESTING TENTATIVE PARCEL MAP NO. 37736
## CLINTON KEITH MARKETPLACE
SEPTEMBER 1, 2021
WILDOMAR, CA

| | |
|---|---|
| DESIGNED: | RD |
| DRAWN: | JS |
| CHECKED: | BC |
| SUPERVISED: | RD |
| DATE: | 12-17-2021 |
| SCALE: | 1" = 50' |
| JOB NUMBER: | 1012-001 |

CEI+B
CHALLMAN ENGINEERING INC+CE: BUILD INC
A DESIGN-BUILD COMPANY

REGISTERED PROFESSIONAL ENGINEER
WILLIAM J. CHALLMAN
No. 61872
Exp. 9-30-23
CIVIL
STATE OF CALIFORNIA

SHEET NO.
6
OF 11 SHEETS

EASEMENT USE LEGEND

- SLOPE & LANDSCAPE EASEMENT
- PUBLIC STORM DRAIN EASEMENT
- PRIVATE STORM DRAIN EASEMENT
- TEMPORARY MAINTENANCE ACCESS
- TEMPORARY CONSTRUCTION ACCESS

HIDDEN SPRINGS ROAD

CLINTON-KEITH ROAD

STABLE LANES WAY

ONYZ WAY

PROPOSED CURB

PROPOSED R.O.W.

EXIST. STORM DRAIN

EX. WATER

EX. SEWER

PUBLIC ROAD AND UTILITY EASEMENT ITEM NO. 3 - TO BE ABANDONED

EXISTING STREET RIGHT-OF-WAY TO BE ABANDONED

PARCEL 1

BLD A: 4,800 SQ.FT.
99.28 FF
98.61 PAD

PARCEL 2

PARCEL 3

BLD B: 22,000 SQ.FT.
100.50 FF
99.83 PAD

BLD C:
7,700 SQ.FT.
100.21 FF
99.46 PAD

PARCEL 4

BLD D:
7,600 SQ.FT.
98.88 FF
98.21 PAD

PARCEL 5

BLD E:
1ST FLR 13,000 SQ.FT.
2ND FLR 5,000 SQ.FT.
98.21 FF
97.54 PAD

PARCEL 6

BLD F: 3,590 SQ.FT.
84.43 FF 83.76 PAD

PARCEL 7

BLD G:
4,800 SQ.FT.
78.66 FF
77.99 PAD

EXISTING APN
380-110-004

APN
380-44-47

APN
380-44-27

APN
380-44-26

APN
380-44-46

APN
380-44-25

EXISTING
SINGLE FAMILY RESIDENTIAL
R-1

APN
380-11-07
VACANT
R-R

(E) INGRESS/ EGRESS EASEMENT

26'
PROPOSED 26 FOOT WIDE
ACCESS DRIVE WITHIN
EXISTING 30 FOOT EASEMENT

2:1 FILL SLOPE

END OF ROAD IMPROVEMENTS

N86°23'00" 42.61'

126.35'

N03°32'37"E 278.91'

110.77'

N43°34'37"E 150.00'

N43°34'37"E 150.37'

N39°55'32"W 537.71'

N53°57'26"W 840.38'

N53°57'26"W 656.73'

N53°57'26"W 193.00'

N53°57'26"W 43.35'

N36°02'34"E 174.25'

NORTH

0' 20' 50' 100'

Scale: 1" = 50'

| No. | REVISION DESCRIPTION | BY | DATE |
|---|---|---|---|
| | | | |

PACIFIC West
Life...Elevated by Design

PROPOSED OFFSITE EASEMENT EXHIBIT
VESTING TENTATIVE PARCEL MAP NO. 37736
CLINTON KEITH MARKETPLACE
SEPTEMBER 1, 2021
WILDOMAR, CA

| | | |
|---|---|---|
| DESIGNED: | RD | |
| DRAWN: | JS | |
| CHECKED: | BC | |
| SUPERVISED: | RD | |
| DATE: | 12-17-2021 | |
| SCALE: | 1" = 50' | |
| JOB NUMBER: | 1012-001 | |

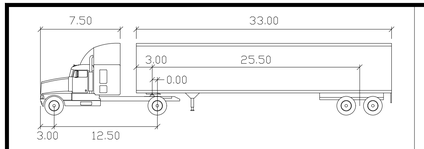
CEI+B
CHALLMAN ENGINEERING INC+GE BUILD ING
A DESIGN-BUILD COMPANY

REGISTERED PROFESSIONAL ENGINEER
WILLIAM J. CHALLMAN
No. 61872
Exp. 9-30-23
CIVIL
STATE OF CALIFORNIA

SHEET NO.

7

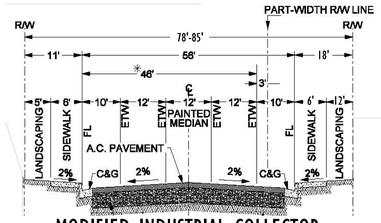
OF 11 SHEET



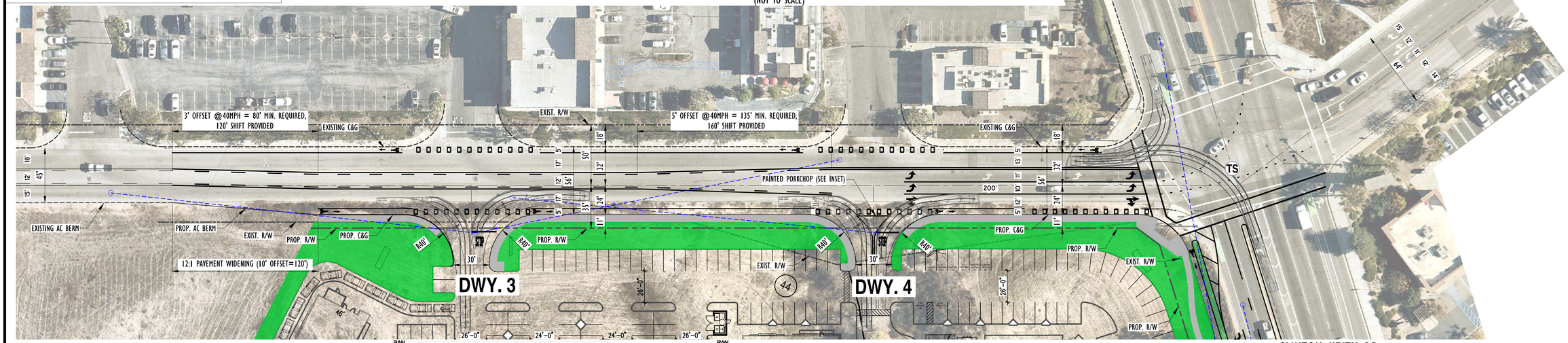

WB-40
(NOT TO SCALE)

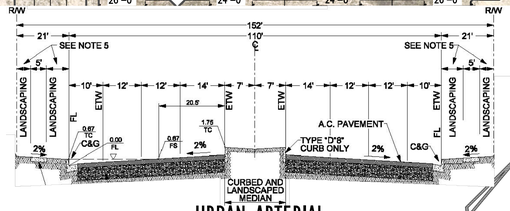
| | feet | | |
|---|---|---|---|
| Tractor Width | : 8.00 | Lock to Lock Time | : 6.0 |
| Trailer Width | : 8.00 | Steering Angle | : 20.3 |
| Tractor Track | : 8.00 | Articulating Angle | : 70.0 |
| Trailer Track | : 8.00 | | |

# HIDDEN SPRINGS RD.

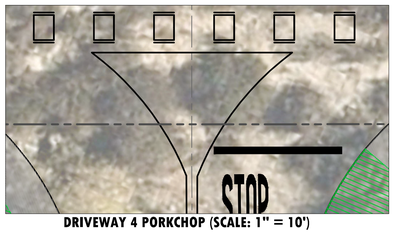



MODIFIED INDUSTRIAL COLLECTOR
(NOT TO SCALE)




URBAN ARTERIAL
(NOT TO SCALE)



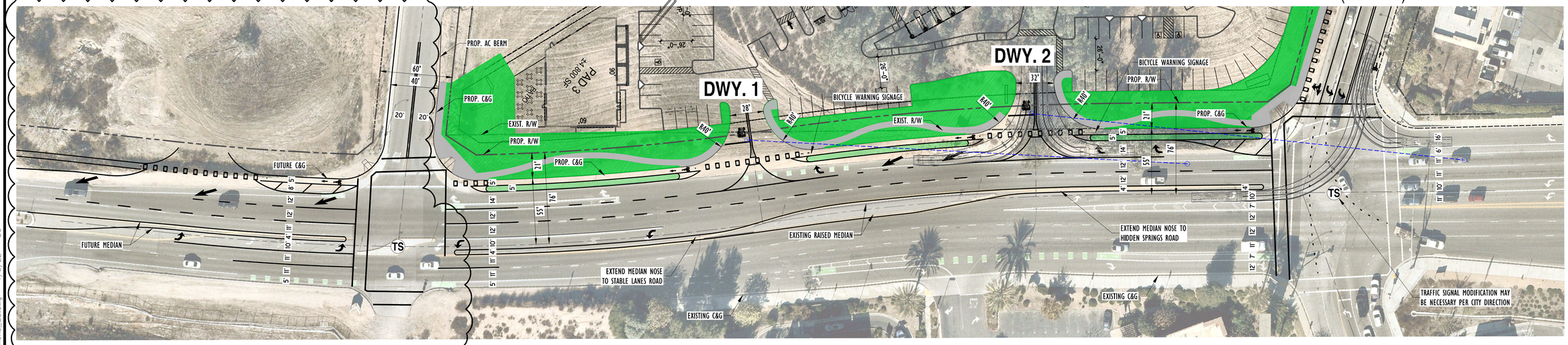

DRIVEWAY 4 PORKCHOP (SCALE: 1" = 10')

CLINTON KEITH RD.
(SEE BELOW)

STABLE LANES RD.

# CLINTON KEITH RD.

HIDDEN SPRINGS RD.
(SEE ABOVE)




FROM WILDOMAR PROJECT NO. 18-0189 (PM 37311)

SCALE: 1" = 40' (ON 24" x 36" SHEET)

0 20 40 80 120 160

14082--WildomarCommons_B3.dwg — 1/3/22 — DC

CONSULTANT
URBAN CROSSROADS
www.urbanXroads.com
TELEPHONE: 949-660-1994

REVISION DESCRIPTION

No.

CLINTON KEITH MARKETPLACE
JANUARY 3, 2022
WILDOMAR, CA

ENGINEER OF RECORD

REGISTERED PROFESSIONAL ENGINEER
JOSE ALIRE
No. 2058
Exp. 6/30/22
TRAFFIC
STATE OF CALIFORNIA

SHEET TITLE

HIDDEN SPRINGS ROAD & CLINTON KEITH ROAD CONCEPT STRIPING

SHEET NO.

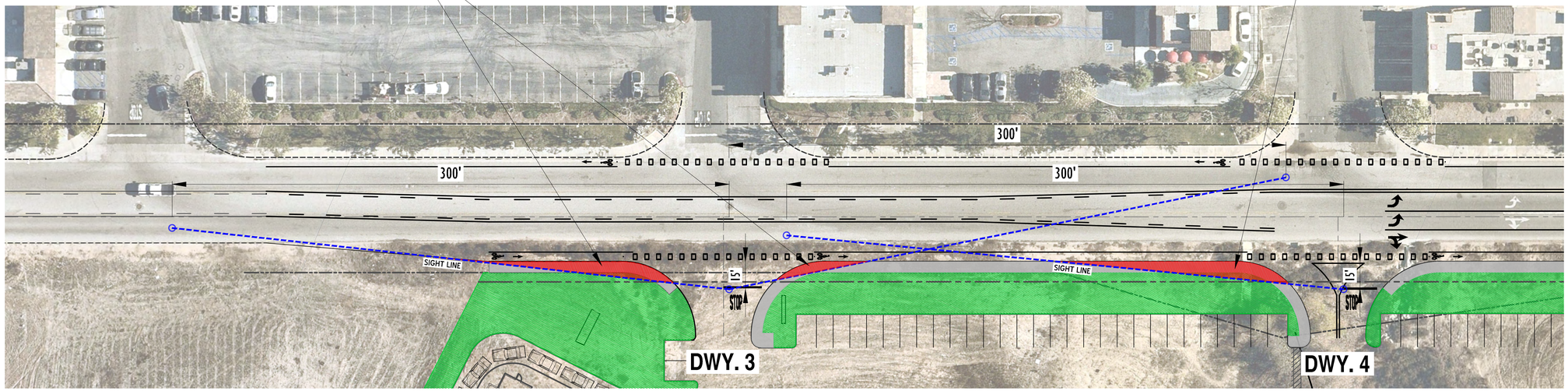
8

OF 11 SHEET

LIMITED USE AREA PER RIVERSIDE COUNTY
STANDARD NO. 821 - INTERSECTION SIGHT DISTANCE

## HIDDEN SPRINGS RD. (40 MPH)

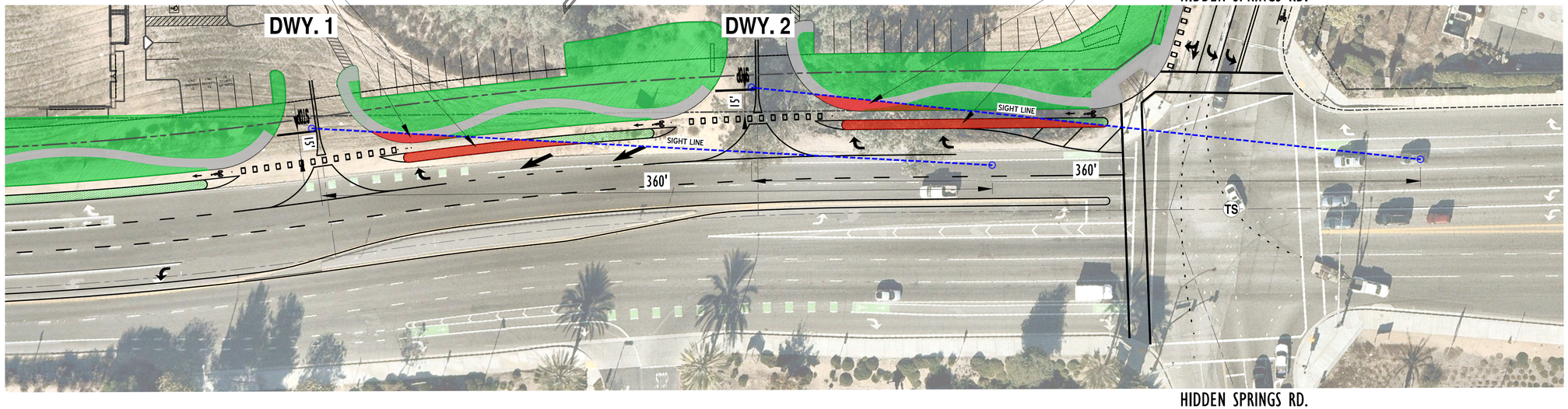
LIMITED USE AREA PER RIVERSIDE COUNTY
STANDARD NO. 821 - INTERSECTION SIGHT DISTANCE




LIMITED USE AREA PER RIVERSIDE COUNTY
STANDARD NO. 821 - INTERSECTION SIGHT DISTANCE

## CLINTON KEITH RD. (45 MPH)

LIMITED USE AREA PER RIVERSIDE COUNTY
STANDARD NO. 821 - INTERSECTION SIGHT DISTANCE




SCALE: 1" = 30' (ON 24" x 36" SHEET)

0 15 30 60 90 120

14082-WildomarCommons_SD3.dwg — 1/3/22 — DG

CONSULTANT
URBAN CROSSROADS
www.urbanXroads.com
TELEPHONE: 949-660-1994

| No. | REVISION | DESCRIPTION |
|---|---|---|

CLINTON KEITH MARKETPLACE
JANUARY 3, 2022
WILDOMAR, CA

ENGINEER OF RECORD

REGISTERED PROFESSIONAL ENGINEER
JOSE ALIRE
No. 2058
Exp. 6/30/22
TRAFFIC
STATE OF CALIFORNIA

SHEET TITLE

**HIDDEN SPRINGS ROAD & CLINTON KEITH ROAD INTERSECTION SIGHT DISTANCE**

SHEET NO.

9

OF 11 SHEET

HIDDEN SPRINGS ROAD

CLINTON-KEITH ROAD

PROPOSED R.O.W.

PROPOSED CURB

WATER POC

SEWER POC

EX. WATER

EX. SEWER

N23°28'19"W 1405.12'

N23°28'19"W 185.86'

N07°12'43"W 125.00'

N15°05'06"E 82.16'

N49°25'34"E 164.77'

N51°36'08"W 82.12'

R=30'

657.46'

PARCEL 1

PARCEL 2

PARCEL 3

PARCEL 4

PARCEL 5

PARCEL 6

PARCEL 7

42

119

24

70

19

29

APN 380-11-03 VACANT R-4

N86°23'00" 42.61'

126.35'

N03°32'37"E 278.91'

APN 380-44-47

APN 380-44-27

APN 380-44-26

APN 380-44-46

APN 380-44-25

EXISTING SINGLE FAMILY RESIDENTIAL R-1

110.77'

N43°34'37"E

150.00'

N43°34'37"E 150.32'

(E) 30' WIDE INGRESS/ EGRESS EASEMENT

APN 380-11-08 VACANT R-R

N16°35'07"E 628.49'

279.35'

2:1 FILL SLOPE

N52°24'38"W 412.52'

APN 380-11-07 VACANT R-R

N39°55'32"W 531.71'

N03°57'26"W 43.35'

END OF ROAD IMPROVEMENTS

N53°57'28"W 840.38'

N53°57'28"W 658.73'

STABLE LANES WAY

ONYZ WAY

SEWER POC

N53°57'28"W 184.00'

N43°34'37"E 50.12'

N43°34'37"E 174.25'

NORTH

0' 20' 50' 100'

Scale: 1" = 50'

## LEGEND

- SLOPE OVER 25%
- 1 COTTONWOOD TREES & TREE NUMBER
- 1 OAK TREES & TREE NUMBER
- STREAMBED
- OAK WOODLAND
- SOUTHERN WILLOW SCRUB
- EROSIONAL FEATURE - NONE VEGETATED CHANNEL

NOTE:

- BIOLOGICAL CONSTRAINTS IDENTIFIED PER HELIX ENVIRONMENTAL BIOLOGICAL REPORT AND REBECA LATTA CONSULTING ARBORIST REPORT.

# CONSTRAINED AREA EXHIBIT
# VESTING TENTATIVE PARCEL MAP NO. 37736

| No. | REVISION DESCRIPTION | BY | DATE |
|---|---|---|---|
| | | | |

PACIFIC West — Life...Elevated by Design

CONSTRAINED AREA EXHIBIT
VESTING TENTATIVE PARCEL MAP NO. 37736
WILDOMAR COMMONS AT HIDDEN SPRINGS
SEPTEMBER 1, 2021
WILDOMAR, CA

| | |
|---|---|
| DESIGNED: | RD |
| DRAWN: | JS |
| CHECKED: | BC |
| SUPERVISED: | RD |
| DATE: | 12-17-2021 |
| SCALE: | 1" = 50' |
| JOB NUMBER: | 1012-001 |

CEI+B
CHALLMAN ENGINEERING INC+CE BUILD INC
A DESIGN-BUILD COMPANY

REGISTERED PROFESSIONAL ENGINEER
WILLIAM J. CHALLMAN
No. 61872
Exp. 9-30-23
CIVIL
STATE OF CALIFORNIA

SHEET NO.
10
OF 11 SHEETS

# SUBDIVISION APPLICATION

# REQUIRED SUBMITTAL
# INFORMATION REFERENCE CHART

City of Wildomar, Planning Department Tract Map & Parcel Map Application, Pages 8 thru 10,

Subdivision Application Requirements as reflected in Vesting tentative Parcel Map 37726

| Tentative Parcel Map - Required Information Description | Status | Applicable VTPM Pages |
|---|---|---|
| **Page 8** | | |
| Name, address and telephone number of applicant. | X | 1 |
| Name, address and telephone number of landowner. | X | 1 |
| Name, address and telephone number of exhibit preparer. | X | 1 |
| Assessor's Parcel Number(s) and, if available the address of property. | X | 1 |
| Scale (number of feet per inch - use Engineer's Scale for all maps and exhibits). | X | All plan sheets |
| North Arrow. | X | All plan sheets |
| Date tentative map or exhibit prepared. | X | All Title Blocks |
| Map Number. | X | All Title Blocks |
| Title of Map. | X | All plan sheets |
| Proposed improvement schedule (i.e. Schedule "A", "B", "C", etc.). | NA | NA |
| Map book and page numbers of adjoining recorded land divisions. | X | 2 |
| Complete legal description of property. | X | 1 |
| Overall dimensions and approximate total of net and gross acreage of property. | X | 2 |
| Vicinity map, showing the site relationship to major highways and cities and two access roads (Proposed and existing paved roads will be indicated by heavy dark lines or noted as paved). | X | 1 |
| Exhibit Revision Block. | X | All Title Blocks |
| Thomas Brothers map page and coordinates (Indicate edition year used). | X | 1 |
| Land division boundary line. | X | 2 |
| Proposed lot lines and dimensions of each parcel. | X | 2 |
| Net lot size, for each lot. | X | 2 |
| Gross lot size, for each lot 2 acres and larger in size. | X | 2 |
| Location of adjoining properties and lot lines. | X | 2 |
| A statement indicating that the tentative map includes the entire contiguous ownership of the land divider or only a portion thereof. | X | 1 |
| Existing and proposed zoning and land use of property. | X | 1 |

| Tentative Parcel Map - Required Information Description | Status | Applicable VTPM Pages |
|---|---|---|
| **Page 9** | | |
| Existing use and zoning of property immediately surrounding subject property. | X | 2 |
| If project is within a Specific Plan, indicate the Specific Plan Planning Area number and the land use designation of subject property and all surrounding property. | NA | NA |
| Names of utility purveyors and school district(s), including providers of water, sewer, gas, electricity, telephone, and cable television. | X | 1 |
| Location, widths, and improvements of existing and proposed public utility easements, transmission lines, power and telephone poles, and underground utilities on or abutting the property. | X | 4 |
| Names, locations, right-of-way widths, and improvements of adjacent existing and proposed streets and the approximate grades of proposed and existing streets and approximate street centerline radii of curbs. If private streets are proposed, they shall be so noted on the tentative map. | X | 7 |
| Proposed names of streets without current names. | NA | NA |
| List and accurately show all easements of record (by map or instrument number). | X | 4 |
| Streets, alleys, and rights-of-way providing legal access to the property. | X | 4 |
| Typical street improvement cross-sections. | X | 1 |
| Label and describe any land or right-of-way to be dedicated to public or other uses. | X | 5 |
| Any known existing wells on the property or within 200 feet of the property boundary. | NONE | NA |
| Existing topography of the property, with the source(s) of the contour lines identified. The contour lines shall extend at least 300 feet beyond the exterior boundaries of the subject property when adjacent property is unimproved or vacant. When adjacent property is improved or not vacant, contour lines shall extend beyond the exterior boundaries of the subject property a distance sufficient to determine compatibility with adjacent property. Maximum contour interval should be five feet. Topography shall be based upon information no older than three years from the date of application and shall be dated and signed by the engineer or land surveyor. | X | 3 |
| Preliminary Grading including all cut/fill slopes to scale with slope ratios and slope setbacks from structures and property lines, the elevations of all individual building pads, the elevations at the perimeter of the subdivision, conceptual drainage facilities (including the location of terraces, terrace drains, brow ditches, V-ditches, and lot to lot drainage facilities), existing topography and the relationship to adjoining land and development, and any existing grading. | X | 3 |
| Spot elevations. | X | 3 |

| Tentative Parcel Map - Required Information Description | Status | Applicable VTPM Pages |
|---|---|---|
| **Page 10** | | |
| When subsurface septic sewage disposal is intended, include the information described on Page 5 under, "Site Grading, Subsurface Disposal." | NA | NA |
| Note whether or not land is subject to liquefaction, or other geologic hazards, or is within a Special Studies Zone. | NONE | NA |
| Note whether or not land is subject to overflow, inundation, or flood hazards. | | 1 |
| FEMA mapped floodplains and including zone designations | | 1 |
| Drainage plan. (See description of Drainage Plan on Page 6). | X | See separate preliminary Hydrology |
| Centerline curve radii and typical selections of all open channels. | NONE | |
| Identify proposed parking spaces. | | See separate Architectural Site Plan |
| Numbered mobile home or recreational vehicle spaces, dwelling units, or lots, and the total number of each type of space, unit, or lot. | NA | NA |
| Labeled Common areas, open space, and recreational areas with location, dimensions, acreage, and known proposed uses, and name of proposed owner(s) or entity(ies) who will maintain these areas. | | See separate Conceptual Landscape Plan |
| Location, dimensions, setbacks, and nature of any proposed and all fences, gates, walls, free-standing signs, driveways, turnouts and/or turnarounds, curbs, drainage structures, and above and below ground structures, including subsurface disposal systems. | | See separate Architectural Site Plan |
| Location and dimensions of existing and proposed ingress and egress, and methods of vehicular circulation. | X | 7 |
| Location and dimensions of existing dwellings, buildings or other structures, labeled as existing and indicating whether they are to remain or be removed. | NONE | NA |
| Location, dimensions, and height of proposed dwellings, buildings or other structures, labeled as proposed. | | See separate Architectural Site Plan |
| Setback dimensions of existing structures and paved areas. | | See separate Architectural Site Plan |
| For residential project in the R-2 Zone, Residential Single-Family Residential Subdivision, condominium, or attached residential projects: building footprints, floor plan assignments, proposed setbacks, pad elevations, street grades, and all cut and fill slopes in excess of one foot in vertical height. | NA | NA |
| To show compliance with the City's Water Quality Management Plan, water quality features or a note describing the site's water quality features shall be shown. | | 3 and see separate conceptual LID Plan |

1264

| No. | REVISION DESCRIPTION | BY | DATE |
|---|---|---|---|
| | | | |

PACIFIC West — Life...Elevated by Design

VESTING TENTATIVE PARCEL MAP NO. 37736
CLINTON KEITH MARKETPLACE
SEPTEMBER 1, 2021
WILDOMAR, CA

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| DESIGNED: | RD | DATE: | 12-17-2021 |
| DRAWN: | JS | SCALE: | 1" = 50' |
| CHECKED: | BC | JOB NUMBER: | 1012-001 |
| SUPERVISED: | RD | | |

CEI+B
CHALLMAN ENGINEERING INC+GEI BUILD INC
A DESIGN-BUILD COMPANY

REGISTERED PROFESSIONAL ENGINEER
WILLIAM J. CHALLMAN
No. 61872
Exp. 9-30-23
CIVIL
STATE OF CALIFORNIA

SHEET NO.

11

OF 11 SHEETS

# CLINTON KEITH MARKETPLACE

Wildomar, CA




Somar Land Group, Inc.
302 Hollister Street
San Diego, CA 92154

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# PROJECT DIRECTORY

## Owner/Developer

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302 Hollister Street
San Diego, CA 92154
Tel. (714) 497-3101
Attn. Stephen Macie
stevegate@aol.com

## City/County Planning Department

City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595
Tel. (951) 677-7751
Attn. Matthew Bassi, Planning Director
mbassi@cityofwildomar.org

## Architect

KTGY
17911 Von Karman Ave., Suite 200
Irvine, CA 92614
Tel. (949) 797-8370
Attn. Michael Tseng, AIA
mtseng@ktgy.com

# PREFACE

This document establishes guidelines and criteria for the design, implementation, and regulation of project identity and tenant signage as well as site signage and thematic graphics at the project.

All criteria contained within this program are considered to be a supplemental addition to Chapter 17.252 City Sign Regulations.

The Owner/Developer may implement any or all of the sign types outlined herein in accordance with these criteria and subject to the approval of City of Wildomar.

# OBJECTIVES

The purpose of this sign criteria is to establish standards that assure tenant signage is harmonious, integrates with shopping center architecture, and provides coordinated proportional exposure for all tenants. This sign criteria also describes the responsibilities of the tenants with respect to sign review, approval, and installation. All work shall meet or exceed the minimum design intent and fabrication requirements shown in this document. Conformance will be enforced. A diversity of sign types within the parameters of these criteria is encouraged to allow for creative tenant signage. However, any non-conforming or disappoved signs will be brought into conformance at the expense of the tenant.

# REQUIREMENTS FOR SIGNAGE IMPLEMENTATION

Each Tenant shall provide a minimum of one primary identification wall sign in accordance with the approved Master Sign Plan herein provided:

Tenant shall be responsible for the following expenses relating to signage for tenant's store:

- Plan check, permit processing and application fees.
- Fabrication and installation of signage, and final electrical connections.
- Maintenance and repair, to include; all costs relating to signage removal, including repair of any damage to the building, or any portion of the shopping center.

There is a formal process for the creation, review and approval of Tenant signs (see "Submittals and Approvals" section of this document). The tenant shall provide the following information: store name, logo image and colors, intended sign dimensions, materials, colors, finishes and electrical connections.

Only those sign types provided for and specifically approved in writing by the Landlord, City and Major Tenant will be allowed. The Tenants will be required, at their expense, to correct, replace or remove any sign that is installed without Landlord's approval and/ or that is deemed not to be in conformance with the plans as submitted and with requirements and documents referenced herein.

# SIGN DESIGN CRITERIA

The following are general guidelines to be used in the development of all signage and graphic elements:

- Signs shall be designed in a manner that is not only imaginative but also of high graphic quality. In addition, signs should be compatible with and complementary to adjacent facades.
- Notwithstanding the maximum square footages specified for copy area allowances, signs and typography in all cases shall appear balanced and in scale within the context of the sign space and the building as a whole. Signs shall be centered horizontally and vertically over each Tenant space unless otherwise directed by Owner/Developer and approved by the City of Wildomar.
- Signage and environmental graphics should be conceived as an integral part of the design, and not applied as an afterthought.
- Primary storefront identification shall be limited to Tenant's trade name, as approved in the lease, or as otherwise approved in writing.
- All signs should fit comfortably into their storefront architecture, leaving sufficient margins and negative space on all sides. Thickness, height, and colors of sign lettering and graphics should be visually balance and in proportion to other signs on the building. Signs shall be centered over tenant's entry whenever possible.
- Location of sign placement shall be designated by Owner/Developer.
- All illuminated signs must be controlled by Owner/Developer house panel and time clock, illuminated during general operating hours as defined by the Owner/Developer unless otherwise agreed.
- All signs shall be presented to the Owner/Developer for approval prior to commencement of fabrication.
- All signage should be placed out of reach.
- All signage lighting should be baffled or concealed. Light leaks will not be permitted.

*Sign Design Criteria (Cont.)*

- Exposed signage lamps and fixtures are subject to approval by the owner/Developer and their architect.
- Tenant signs that incorporate logos, business identities and /or images denoting the type of business, shall be encouraged. Logo design and color to be approved by Owner/Developer.
- Wall signs shall be pegged from wall 1/2” minimum to allow for drainage.
- Signs shall be mounted without visible means of attachment, unless attachments make intentional statement.
- All logo images and type-styles shall be accurately reproduced. Lettering that approximates type-styles will not be accepted. The Owner/Developer reserves the right to reject any fabrication work deemed to be below standard.

## Sign Construction and Maintenance

- All signs and their installation shall comply with all applicable City building and electrical codes, and bear the UL label.
- Tenant’s sign contractor shall completely install and connect sign display and primary wiring at sign location per Landlord’s approval, unless otherwise directed. Signs are to be connected to the J-box provided by the Landlord.

All penetrations of exterior fascia are to be sealed watertight, and finished to match adjacent material.

- All signs shall be kept in good condition, free of corrosion, be legible, adequately repaired, maintained, and painted by the Tenant thereof at all times. All repairs shall be equal in quality and design to the original signs. The standards for maintenance and repair of signs shall be that which will assure the highest visual quality.

*Sign Design Criteria (Cont.)*

## Prohibited Sign Approaches & Types

In addition to as indicated in the City of Wildomar Sign Regulations, the following types of signs are prohibited:

- Internally illuminated boxed or cabinet type signs. Cabinet signs will not be considered unless they are less than 10% of the total sign area, and one part of tenant's logo only.
- Signs mounted directly to a raceway.
  Cloth, paper, cardboard, foamcore, gatorboard, stickers, or decals.
- Temporary signs, such as but not limited to banners, streamers, and inflatable advertising devices or balloons (except for special sale events and grand opening signs as permitted by the City of Wildomar and the Owner/Developer).
- Permanent advertising devices such as attraction boards, banners and flags, except where specifically approved by the Owner/Developer and the City.
- Exposed junction boxes, transformers, lamps, tubing, conduit, raceways or neon crossovers of any type.
- Window signs except where specifically approved by the Owner/Developer and the City.
- Sign manufacturer's names, stamps, or decals visible from the street or normal viewing angles.
- Exposed fastening devices, unless integral to the sign's design intent.
- Simulated materials (i.e. wood grained plastic laminates) or wall covering.
- Any type of banner with a tenant listing or advertisement.
- Any sign that is not in conformance with this Program.

*Sign Design Criteria (Cont.)*

## Acceptable Sign Approaches and Types

The following list is a broad suggestion of sign design solutions. All signs designs are subject to the approval of Owner/Developer.

- Individual channel letters with light transmitting acrylic faces.
- Mixed media signs incorporating multi-dimensional forms and combinations of colors, shapes, materials, and lighting.
- Application of materials, finishes and colors as culled from the immediately adjacent architecture.
- Application of innovative technologies.
- Dimensional letter forms with seamless edge treatments.
- Reverse channel lettering.
- Cut or fabricated steel, painted or unfinished.
- Etched metal or glass, sandblasted glass.
- Dimensional shapes and forms of metal, hardwood, glass, or other material with a permanent appearance.
- Glazed ceramic tile work forming patterns and/or fields, subject to height and area restrictions.
- Silhouette or halo illumination.
- Front lighting, i.e. billboard or gooseneck lighting.
- Open face channel letters or logo with exposed neon.

# GENERAL PROVISIONS

1. All sign types will require written approval of the Owner/Developer and City. Sign permits from the City are required prior to installation. Prior to manufacture of any sign in the center, the Tenant shall submit to Owner/Developer for approval, two (2) copies of detailed shop drawings. These drawings shall include the building elevations to which the signs are to be attached, sign materials, dimensions, graphics, location, colors, and method of attachment. Drawings are to be submitted via e-mail in PDF format.

2. All signs shall be reviewed for conformance with this criteria and overall design quality. Approval or disapproval of sign submittals based on aesthetics of design shall remain the right of the Owner/Developer.

3. Each Tenant shall pay all costs for its signs including design, manufacture, installation, maintenance, and County permits.

4. Each Tenant shall be fully responsible for and repair any damage to any surface caused by the signage or its installation.

5. Owner/Developer reserves the right to periodically hire an independent electrical engineer, at Tenant's sole expense, to inspect the installation of all Tenant's signs. Tenants will be required to have any discrepancies and/or code violations corrected at Tenant's expense. Any code violations, requests for sign removals, or discrepancies not corrected within fifteen (15) days of notice, may be corrected by the Owner/Developer at Tenant's expense.

6. Tenant's sign contractor shall carry workman's compensation and public liability insurance against all damage suffered or done by any and all persons and/or property while engaged in the construction and erection of signs in the amount of $1,000,000 per occurrence. Evidence of this insurance must be provided to Owner/Developer prior to installation naming Somar Land Group, Inc. or other party as may be required, as additionally insured.

7. Upon vacancy, Tenant shall remove sign and restore fascia to original condition at Tenant's sole cost and expense within fifteen (15) days of expiration of term or earlier termination of Tenant's lease.

# SIGN AREA MEASUREMENT

The following exhibits illustrate the methods of determining maximum square footages for the allowable sign area categories that follow in this document. Sign area shall be formulated by calculating the area contained within not more than (8) eight straight lines surrounding the outermost extents of the finished sign. Details and exceptions are illustrated in the exhibits below. The letter "h" represents the overall height of the sign, often expressed as a "not to exceed" number as described in each category on the following pages.

**EXHIBIT A**




Area of signs with straight text and varied shape shall be measured by outlining all of sign with eight straight lines and calculating area contained within.

**EXHIBIT B**




Area of signs with two lines of text shall be measured by outlining all of sign with eight straight lines and calculating area contained within.

**EXHIBIT C**




Letterform ascenders and descenders will not be considered in overall height and area limitations only if they are less than 50% of the letterform's x-height.

**EXHIBIT D**



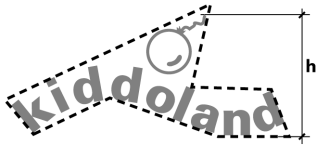

This exhibit illustrates the example where ascenders and descenders exceed 50% of the letterform's x-height, and are therefore included in the overall sign area's calculation.

**EXHIBIT E**




Signs with backgrounds integral with their identity shall be included in total sign area.

**EXHIBIT F**




Area of signs with curving text and varied shapes shall be measured by outlining all of sign with eight straight lines and calculating area contained within.

**EXHIBIT G**




Area of round signs shall be measured by outlining all of sign with eight straight lines and calculating area contained within.

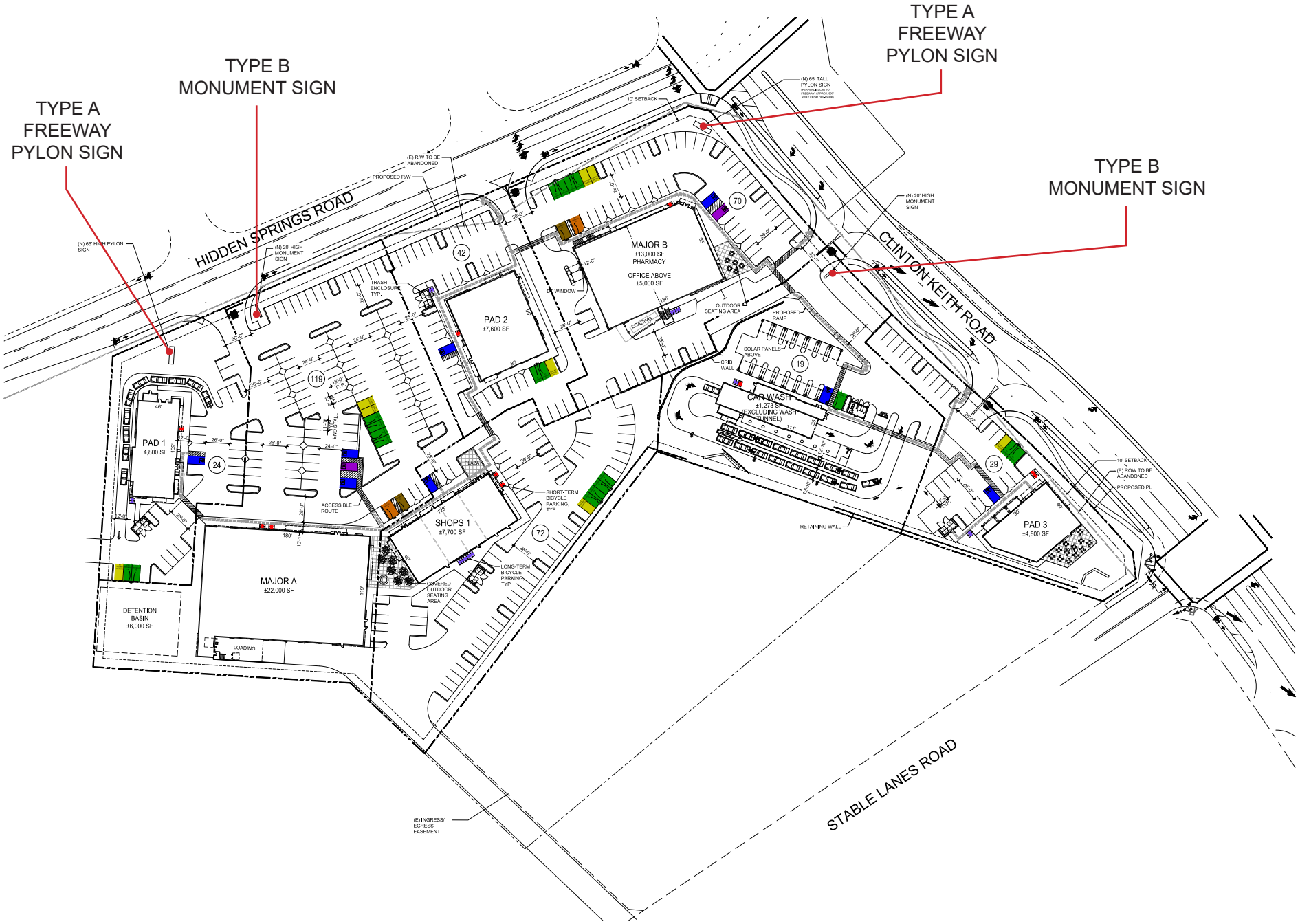
**EXHIBIT H**




Areas of off shaped logos are to be measured by their dictating geometry.


15 FWY
DISTANCE FROM PROPOSED PYLON SIGN TO FREEWAY ROW
±470'-0"
DISTANCE FROM PROPOSED PYLON SIGN TO FREEWAY ROW
±420'-0"
HIDDEN SPRINGS RD
CLINTON KEITH RD
STABLE LANES RD
AREA OF WORK

# CLINTON KEITH MARKETPLACE



# SIGN CRITERIA

1) **Signs Affixed to Buildings:**

a) Major Tenants (Greater Than 10,000 SF Major A & B)

i) Signs on Front Building Elevation: One-and-one-half (1.5) square feet of sign area per one (1) linear foot of building frontage. Architectural background, if any, not included in sign area. The surface area of the sign shall not exceed 10% of the surface area of the front face of building.

ii) Signs on Side & Rear Building Elevations: No more than three (3) wall signs for each primary building face (no building shall deemed to have more than four (4) primary building faces). Addition ancillary signs allowed. Maximum size of signs is one-and one-half (1.5) square feet of sign area (excluding architectural backgrounds) per one (1) linear foot of building frontage. The surface area of the sign shall not exceed 10% of the surface area of the side and rear face of building.

iii) Maximum 5' high or as agreed with the Tenant.

b) Pads (Pad 1, 2 & 3, Carwash)

i) Signs on Front Building Elevation: One-and-one-half (1.5) square feet of sign area (excluding architectural backgrounds) per one (1) linear foot of building frontage.

ii) Signs on Side and Rear Building Elevations (Optional): Each tenant allowed these signs in addition to front elevations.

c) Retail Shop Tenants (Shops 1)

i) Signs on Front Building Elevation: One-and-one-half (1.5) square feet of sign area (excluding architectural backgrounds) per one (1) linear foot of building frontage.

ii) Signs on Building Elevation (Optional): Same as front.

*Sign Criteria (Cont.)*

2) **Freestanding Signs**

a) Definition: Any sign which is supported by one or more columns or uprights imbedded in the ground, and which is not attached to any building or structure.

b) Number: One per street frontage, spaced at least 100 feet apart. One additional freestanding sign per street frontage may be allowed if approved by the Planning Commission as part of a comprehensive sign program for the shopping center.

c) Area: Maximum of 200 square feet per sign face of Pylon Sign. Monument Signs may not exceed 100 square feet in surface area per sign face.

d) Height: 45 feet measured from the ground. Second sign may not exceed 20 feet in height. Sign may exceed this height provided a sign variance is approved by the Planning Commission.

e) Location: Within 660 feet of the nearest edge of a freeway right-of-way line.

f) All freestanding signage shall be subject to City review and approval.

*Sign Criteria (Cont.)*

6) **Signage Design, Materials, Attachment:**

- Creativity and quality are encouraged in the design of tenant wall signs.
- Sign design will be evaluated on the basis of compatibility with the overall project architectural theme. However, at a minimum tenant wall signs will be internally illuminated individual pan-channel letters (raceways not permitted). Minimum .040 aluminum with 3/16" plastic face; no cross-over neon or wiring permitted.
- Sign canisters may be allowed for tenant logos only when any such logo constitutes a registered trademark or is part of the D.B.A. However, "can like" signs are typically discouraged.
- All signs colors, lettering styles, graphics treatments, and mounting attachments will be considered against overall compatibility with the development and architectural theme. Specialty background panels are encouraged and will not be calculated as part of sign area.
- The final design and size of signs will be approved or disapproved at the discretion of the Landlord and must be approved by the City. All decisions will be based on architectural compatibility.

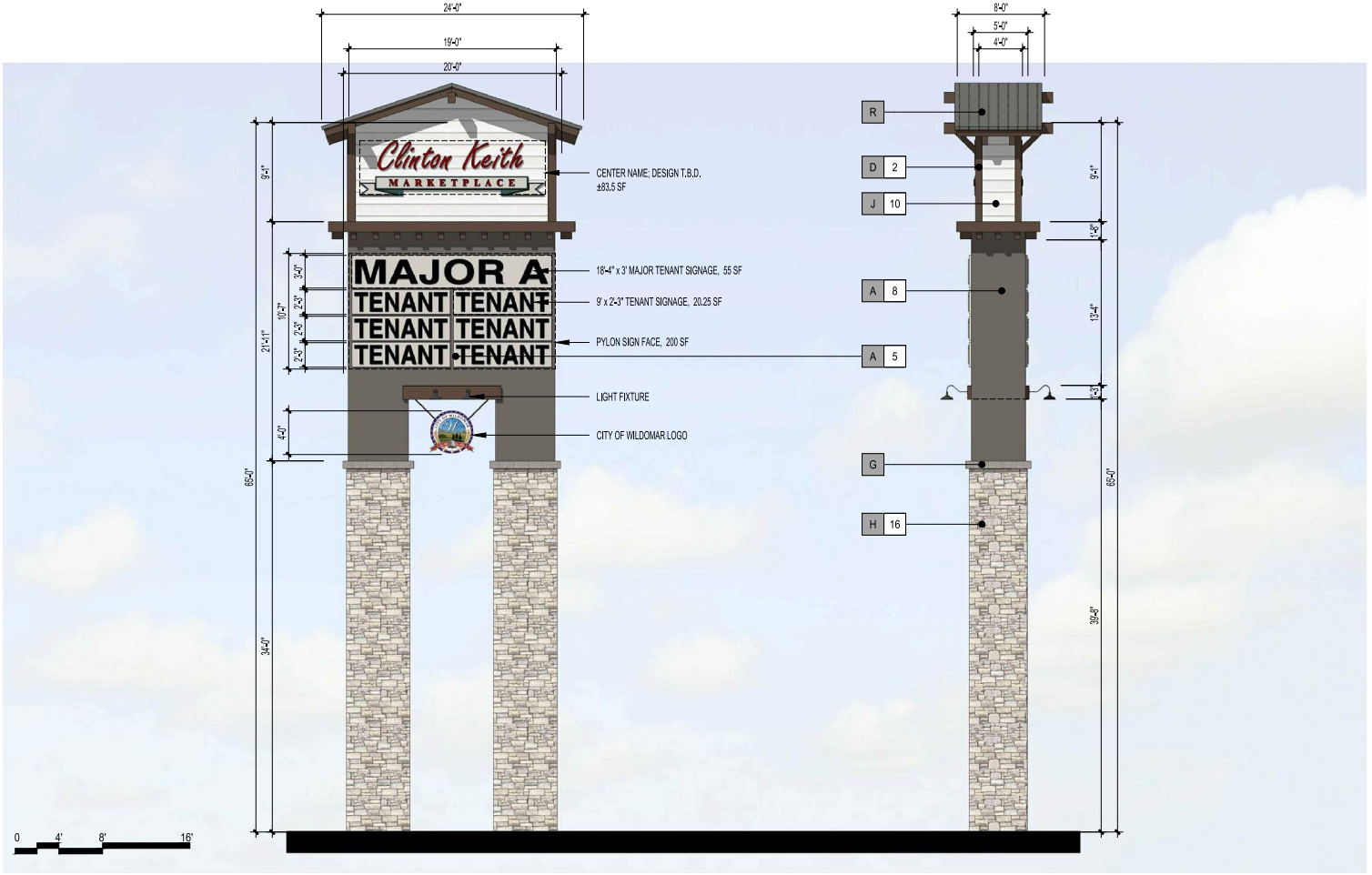
**Miscellaneous Tenant Building Signage:**

- Each tenant shall be permitted to place upon each entrance of its store (inside storefront glass) not more than 144 square inches of gold leaf or decal application lettering not to exceed 3 inches in height, indicating hours of business, emergency telephone numbers, etc. (see page 29). Window signs shall not exceed 30% for each window of a commercial establishment to match City code.
- No advertising place cards, banners, pennants, names, insignias, trademarks, or other descriptive material shall be affixed or maintained upon the glass panels and supports of the show windows and doors, or upon the exterior walls of buildings without the written previous approval of City and Landlord, and must be in compliance with Sign Regulation Codes. No permitted banners shall be affixed to the front, rear or sides of the buildings unless approved by Landlord and the City. A maximum twenty percent (20%) of interior window area may be used for temporary promotional and sales signage, subject to Landlord and City review and approval.
- Landlord shall install address above receiving doors in six (6) inch high block letters. Receiving doors may have a three inch (see page 29) high block letter sign identifying the Tenant's name. Letters shall be Dark Bronze applied directly to the door. No white or other background color allowed.
- Landlord shall install addresses numbers for each building on the front building wall, twelve (12) inches clear to the parapet or cornice and top-right of the main building wall. Letter style to be Helvetica Regular, height to be six (6) inches, securely mounted to the wall, and approved by the Building and Fire Departments.

**Signage Construction and Installation:**

- Letter fastening and clips are to be concealed and be galvanized, stainless steel, aluminum, brass or bronze metals.

**TYPE A**




FRONT ELEVATION SIDE ELEVATION

TOTAL SIGN AREA: 200 SF, EACH SIDE

**DISCLAIMER:**

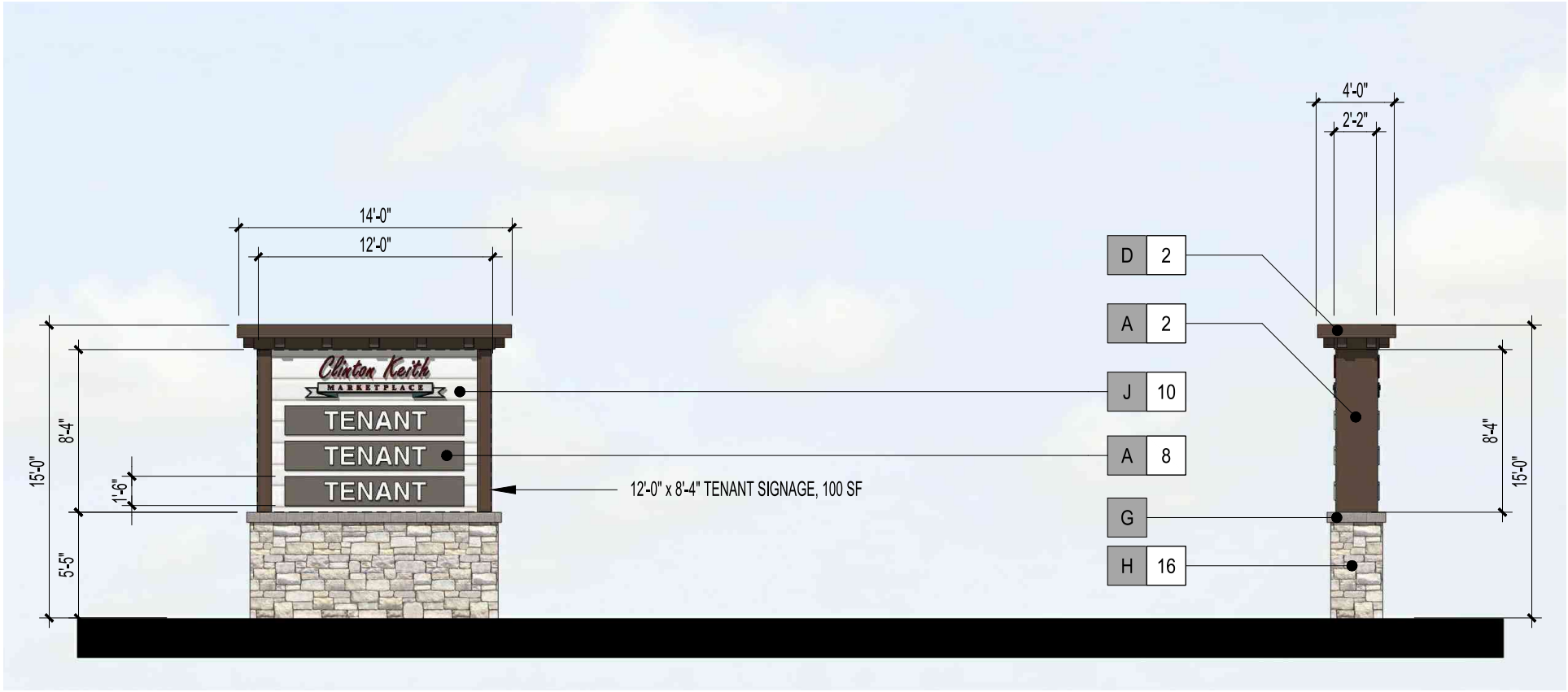
THE ALLOWABLE SIGN PANEL AREA IS CONCEPTUAL SUBJECT TO THE FINAL APPROVAL BY THE CITY OF WILDOMAR.
THE TENANT SIGN LAYOUT AND GRAPHICS ARE CONCEPTUAL, THEREFORE SUBJECT TO CHANGE BASED ON THE FINAL SIGNAGE PERMIT APPLICATION.

| MATERIALS | | FINISHES | |
|---|---|---|---|
| A | **STUCCO** | 2 | **PAINT** - "OTTER" SW6041 |
| D | **ARCHITECTURAL TRIM** | 5 | **PAINT** - "DREAMY WHITE" SW6021 |
| G | **PRECAST BASE** | 8 | **PAINT-** "FOLKSTONE" SW6005 |
| H | **STONE VENEER** | 10 | **PAINT-** "ARCADE WHITE" SW7100 |
| J | **FIBER CEMENT SIDING** | 16 | **STONE VENEER** - EL DORADO STONE, LIMESTONE "GRAND BANKS" |
| R | **METAL ROOFING** | | |

Note:
Maximum sign area is based on one-and-one-half (1.5) square feet of sign area per one (1) lineal foot of building frontage.

SCALE: 1/16" = 1'

**TYPE B**




FRONT ELEVATION

SIDE ELEVATION

TOTAL SIGN AREA: 100 SF, EACH SIDE

**DISCLAIMER:**
THE ALLOWABLE SIGN PANEL AREA IS CONCEPTUAL SUBJECT TO THE FINAL APPROVAL BY THE CITY OF WILDOMAR.
THE TENANT SIGN LAYOUT AND GRAPHICS ARE CONCEPTUAL, THEREFORE SUBJECT TO CHANGE BASED ON THE FINAL SIGNAGE PERMIT APPLICATION.

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| G | **PRECAST BASE** | 8 | **PAINT-** "FOLKSTONE" SW6005 |
| H | **STONE VENEER** | 10 | **PAINT-** "ARCADE WHITE" SW7100 |
| J | **FIBER CEMENT SIDING** | 16 | **STONE VENEER** - EL DORADO STONE, LIMESTONE "GRAND BANKS" |
| R | **METAL ROOFING** | | |

SCALE: 1/8" = 1'



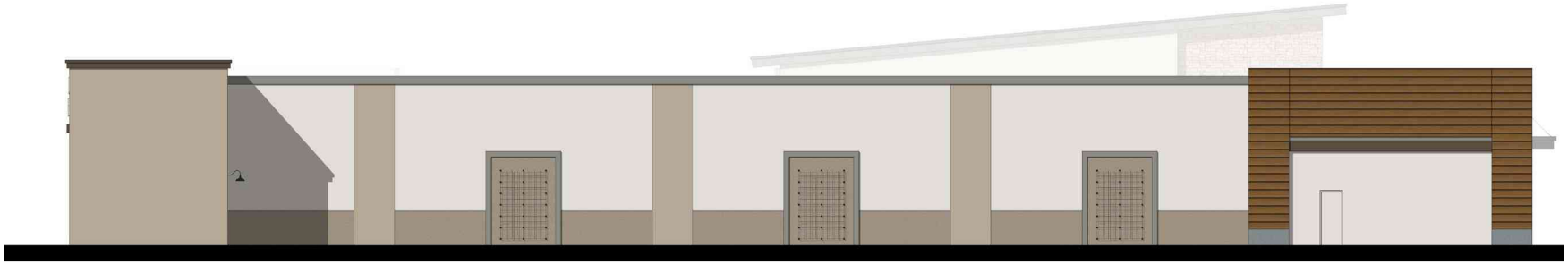

WEST ELEVATION MAXIMUM SIGN AREA: ±270 SF




NORTH ELEVATION MAXIMUM SIGN AREA: ±215 SF

Note:
Maximum sign area is based on one-and-one-half (1.5) square feet of sign area per one (1) lineal foot of building frontage.

PROPOSED WALL SIGN AREA



EAST ELEVATION MAXIMUM SIGN AREA: ±270 SF




SOUTH ELEVATION MAXIMUM SIGN AREA: ±180 SF

Note:
Maximum sign area is based on one-and-one-half (1.5) square feet of sign area per one (1) lineal foot of building frontage.

PROPOSED WALL SIGN AREA




NORTHEAST ELEVATION MAXIMUM SIGN AREA: ±209 SF



SOUTHEAST ELEVATION MAXIMUM SIGN AREA: ±150 SF

Note:
Maximum sign area is based on one-and-one-half (1.5) square feet of sign area per one (1) lineal foot of building frontage.

PROPOSED WALL SIGN AREA




SOUTHWEST ELEVATION MAXIMUM SIGN AREA: ±209 SF




NORTHWEST ELEVATION MAXIMUM SIGN AREA: ±150 SF

Note:
Maximum sign area is based on one-and-one-half (1.5) square feet of sign area per one (1) lineal foot of building frontage.

PROPOSED WALL SIGN AREA




NORTHEAST ELEVATION MAXIMUM SIGN AREA: ±194 SF




NORTHWEST ELEVATION MAXIMUM SIGN AREA: ±92 SF



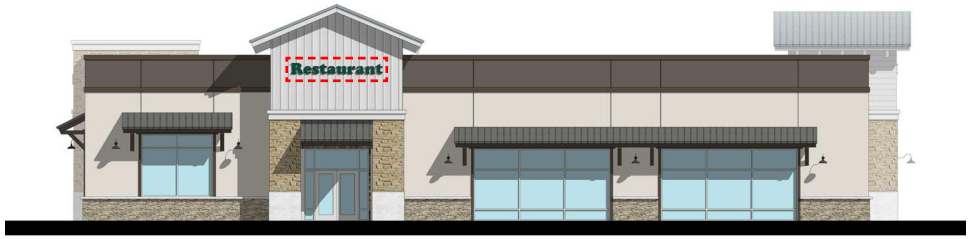

SOUTHWEST ELEVATION MAXIMUM SIGN AREA: ±192 SF



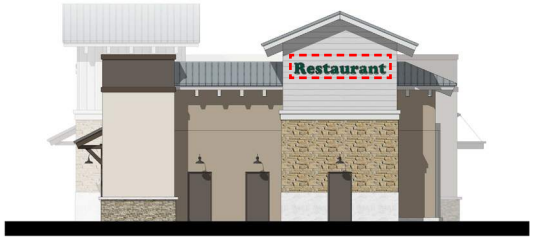

SOUTHEAST ELEVATION MAXIMUM SIGN AREA: ±92 SF

Note:
Maximum sign area is based on one-and-one-half (1.5) square feet of sign area per one (1) lineal foot of building frontage.

PROPOSED WALL SIGN AREA




NORTHWEST ELEVATION MAXIMUM SIGN AREA: ±164 SF




SOUTHWEST ELEVATION MAXIMUM SIGN AREA: ±69 SF




SOUTHEAST ELEVATION MAXIMUM SIGN AREA: ±164 SF




NORTHEAST ELEVATION MAXIMUM SIGN AREA: ±72 SF

Note:
Maximum sign area is based on one-and-one-half (1.5) square feet of sign area per one (1) lineal foot of building frontage.

PROPOSED WALL SIGN AREA




NORTHWEST ELEVATION MAXIMUM SIGN AREA: ±144 SF



SOUTHWEST ELEVATION MAXIMUM SIGN AREA: ±123 SF




SOUTHEAST ELEVATION MAXIMUM SIGN AREA: ±144 SF




NORTHEAST ELEVATION

Note:
Maximum sign area is based on one-and-one-half (1.5) square feet of sign area per one (1) lineal foot of building frontage.

PROPOSED WALL SIGN AREA




NORTHEAST ELEVATION MAXIMUM SIGN AREA: ±137 SF




SOUTHEAST ELEVATION MAXIMUM SIGN AREA: ±95 SF

Note:
Maximum sign area is based on one-and-one-half (1.5) square feet of sign area per one (1) lineal foot of building frontage.

PROPOSED WALL SIGN AREA



SOUTHWEST ELEVATION MAXIMUM SIGN AREA: ±136 SF



NORTHWEST ELEVATION MAXIMUM SIGN AREA: ±90 SF

Note:
Maximum sign area is based on one-and-one-half (1.5) square feet of sign area per one (1) lineal foot of building frontage.

PROPOSED WALL SIGN AREA




EAST ELEVATION

MAXIMUM SIGN AREA: ±174 SF




NORTH ELEVATION

MAXIMUM SIGN AREA: ±51 SF

Note:
Maximum sign area is based on one-and-one-half (1.5) square feet of sign area per one (1) lineal foot of building frontage.

PROPOSED WALL SIGN AREA



WEST ELEVATION

MAXIMUM SIGN AREA: ±174 SF




SOUTH ELEVATION

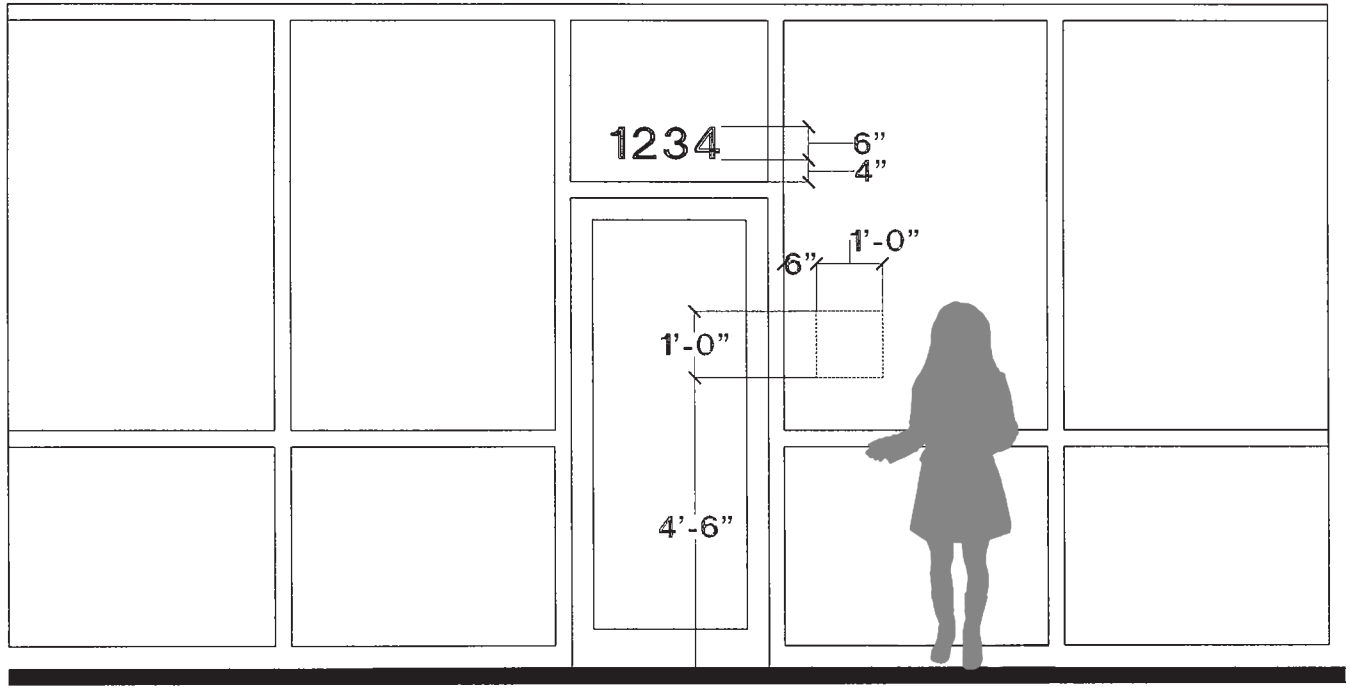
MAXIMUM SIGN AREA: ±54 SF

Note:
Maximum sign area is based on one-and-one-half (1.5) square feet of sign area per one (1) lineal foot of building frontage.

PROPOSED WALL SIGN AREA

# SIGNAGE AT TENANT DELIVERY DOORS

APPROVED FONT: HELVETICA



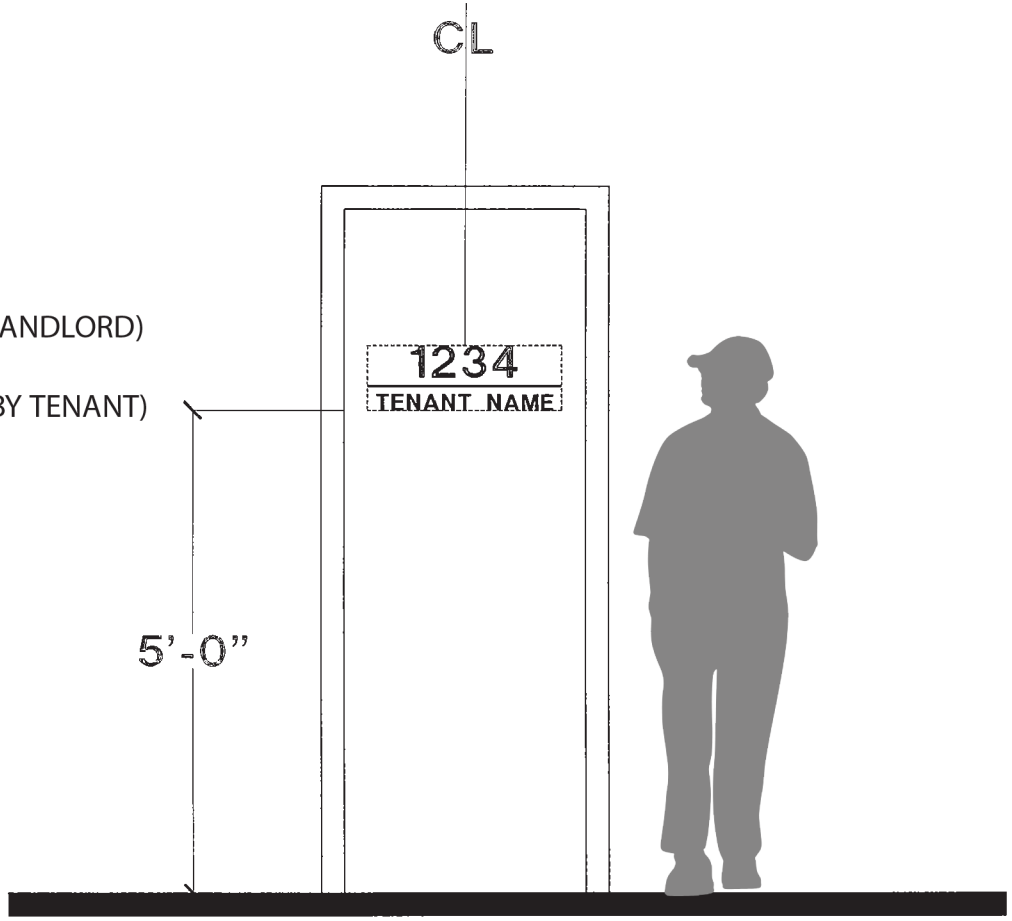

DESCRIPTION:
All letters and numbers color shall distinctly contrast with their background, either light on dark or dark on light.

NOTE:
No other signage is allowed on delivery side of building

# SIGNAGE AT STORE FRONTAGE




APPROVED FONT: HELVETICA




DESCRIPTION:
6" height tenant suite numbers in white vinyl above glass door tenant entry information sign to be white vinyl applied to glass with 12" x 24" (2 s.f.) max. area. To be installed by the Landlord.

# SUBMITTALS & APPROVALS

Prior to submittal to the City of Wildomar for plan check and Tenants sign fabrication, Tenant or his sign contractor shall submit for Landlord approval three (3) sets of complete and fully dimensioned and detailed sign drawings. These drawings shall include:

- Elevation of storefront showing design, location, size and layout of sign, drawn to scale, indicating materials, colors, and dimensions, attachment devices and construction detail.
- Section through letter and/or sign panel showing the dimensioned projection of the face of the letter and/or sign panel and the illumination.

Drawings should be mailed or emailed to:

Somar Land Group, Inc.
302 Hollister Street
San Diego, CA 92154
Phone: (818) 414-4650
Attn: Stephen Macie
email: stevegate@aol.com

All Tenant sign submittals shall be reviewed by Landlord and/or its agent for conformance with the provisions of the City approved Master Sign Program Plan. Within ten (10) business days after receipt of Tenant's drawings Landlord shall either approve the submittal, contingent upon any required modifications, or disapprove Tenant's sign submittal. Approval or disapproval shall remain at the sole right and discretion of Landlord and the architect. A full set of final plans must be approved in writing by Landlord and the architect, prior to permit application to the City of Wildomar or sign fabrication.

Following Landlord's approval of proposed signage, Tenant or his agent shall submit to the City sign plans signed by the Landlord and applications for all permits for fabrication and installation by sign contractor. Tenant shall be solely responsible for the cost of City of Wildomar plan check fees and permits, and shall furnish Landlord with a copy of said permits prior to installation of Tenant's sign(s).

Fabrication and installation of all signs shall be performed in accordance with standards and specifications outlined in these criteria and in the final plans and shop drawings approved by Landlord and the architect. Any work deemed unacceptable shall be rejected and shall be promptly corrected or modified at Tenant's expense as required by the City of Wildomar, Landlord or its agent.

# SIGN CONTRACTOR RESPONSIBILITIES

The Tenant sign contractor is responsible to do the following:

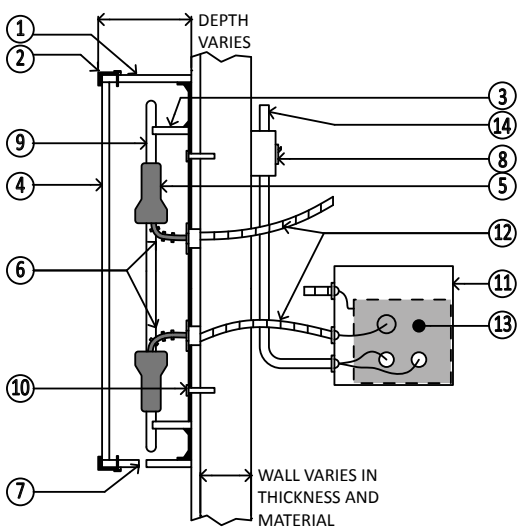
- Provide to the Landlord, prior to commencing sign fabrication and installation, an original certificate of insurance naming the Landlord as 'Additional Insured'.

- Submit to Landlord for approval prior to fabrication complete and fully-dimensioned shop drawings.

- Obtain approved sign permits (stamped as approved by City of Wildomar) prior to sign fabrication and deliver copies of same to Landlord.

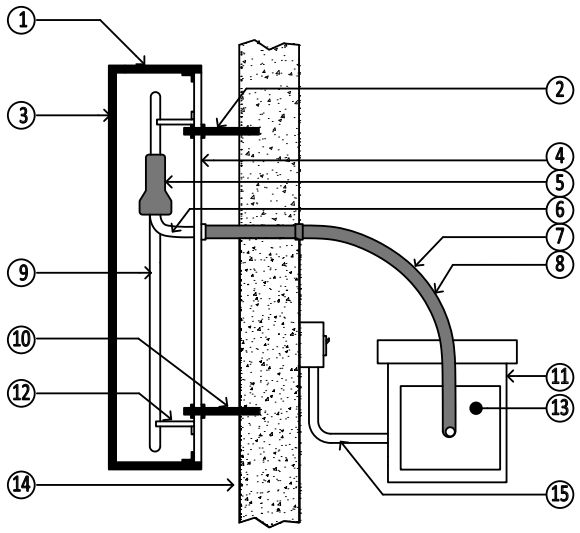
- Repair and/or replace any damage or destruction to any portion of the shopping center (i.e. buildings and site improvements caused by contractor, its employees, or agents during the installation, repair, or removal of tenants sign(s).

- Promptly remove any equipment, debris, and unused sign materials after installation, repair, or removal of tenants sign(s).



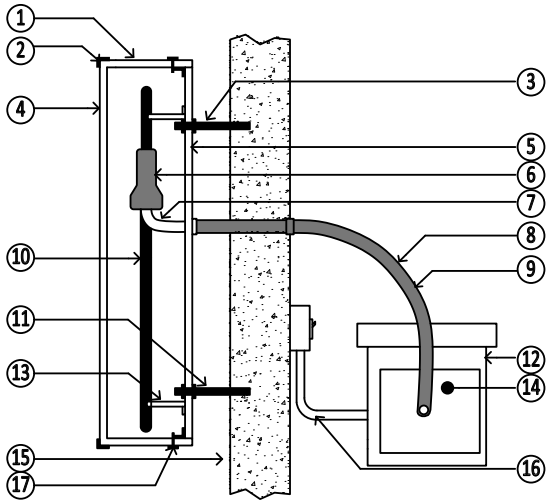

1. CUSTOM FABRICATED ALUMINUM CHANNEL, FULLY STAPLED SEAMS & SOLID ALUMINUM BACK
   1/2" WEEP HOLES AT BOTTOMS OF LETTERS, 2 PER LETTER
2. 3/4" TRIMCAP RETAINER WITH ALUMINUM SCREWS
3. NEON TUBE SUPPORT
4. TRANSLUCENT ACRYLIC LETTER FACE
5. ELECTROBITS HIGH VOLTAGE SS3/5
   U.L. APPROVED CONNECTOR & INSULATING BOOT
6. GTO INSULATING SLEEVING
7. DRAIN HOLES 1/4" DIA.
8. SAFETY DISCONNECT SWITCH, ON WALL
   OR FIRST TRANSFORMER BOX
9. NEON TUBE
10. FASTERNER TO WALL (2-5 PER LETTER)
11. GALVANIZED, VENTED TRANSFORMER BOX
12. LISTED FLEX (METAL SHOWN) AND LISTED GTO CABLE (SECONDARY SIDE ONLY)
13. 30ma TRANSFORMER, U.L. LISTED
14. PRIMARY ELECTRICAL SOURCE

**PAN - CHANNEL LETTER SECTION DETAIL:**



1. CUSTOM FABRICATED ALUMINUM CHANNEL
2. 3/16" DIAMETER x 3" THREADED ROD WITH CLEAR ACRYLIC SPACERS
3. ALUMINUM LETTER FACE
4. 3/16" CLEAR LEXAN BACK LENS
5. ELECTROBITS HIGH VOLTAGE SS3/5, U.L. APPROVED CONNECTOR
6. #3830 GTO SLEEVING
7. 1/2" METAL FLEXIBLE CONDUIT
8. GTO WIRE
9. NEON TUBE
10. FASTENER TO WALL (2-5 PER LETTER)
11. GALVANIZED, VENTED TRANSFORMER BOX
12. NEON TUBE SUPPORT
13. 30ma TRANSFORMER, U.L. LISTED
14. WALL/SUPPORT STRUCTURE
15. SAFETY DISCONNECT SWITCH
    ON WALL OR FIRST TRANSFORMER

**HALO ILLUMINATED REVERSE PAN - CHANEL LETTER SECTION DETAIL:**



1. CUSTOM FABRICATED ALUMINUM CHANNEL
2. 1/4" TRIMCAP RETAINER WITH ?? 1/2" ALUMINMUM SCREWS
3. 3/16" DIAMETER X 3" THREADED ROD
   WITH CLEAR ACRYLIC SPACERS
4. TRANSLUCENT ACRYLIC LETTER FACE
5. 3/16" CLEAR LEXAN BACK LENS
6. ELECTROBITS HIGH VOLTAGE SS3/5
   U.L. APPROVED CONNECTOR
7. #3830 GTO SLEEVING
8. 1/2" METAL FLEXIBLE CONDUIT
9. GTO WIRE
10. NEON TUBE
11. FASTENER TO WALL (2-5 PER LETTER)
12. GALVANIZED, VENTED TRANSFORMER BOX
13. NEON TUBE SUPPORT
14. 30ma TRANSFORMER, U.L. LISTED
15. WALL/SUPPORT STRUCTURE
16. SAFETY DISCONNECT SWITCH
    ON WALL OR FIRST TRANSFORMER
17. FASTENER: Sheet Metal Screw

**FRONT & HALO ILLUMINATED PAN-CHANNEL LETTER SECTION DETAIL:**

**PA 21-0033 – Clinton Keith Marketplace**
**Justification for 1st Time Extension Approval**

The Clinton Keith Marketplace (CKM) project is an assembly of five existing parcels located at the northwest corner of Clinton Keith Road and Hidden Springs, less than a quarter mile from the I-15 freeway. To the east of Hidden Springs Road is the fully occupied Bear Creek Village Retail Center. To the west of Stable Lanes Way is the approved Wildomar Crossing Retail Center.

On May 18, 2022, the Planning Commission approved Conditional Use Permit/Plot Plan no. 21-0033 and Vesting Tentative Parcel Map No. 37736 (PA No. 21-0033) to develop an approximately 66,173 commercial retail center on seven (7) proposed commercial parcels.

The applicant and design team has been working with city staff in the review of construction drawings. Of recent, city staff is asking further questions regarding project driveway locations and public street lane configurations on Clinton Keith Road. These ongoing discussions may result in modifications to various construction drawings including but not limited to:

- Final Parcel Map
- Street Plans
- Street Signing and Striping Plans
- Streetlight Plans
- Grading Plans
- Storm Drain Plans
- Water Plans
- Dry Utility Plans.

The applicant and design team are working on the conformance with and/or clearance of a multitude of Conditions of Approval that cover a series of topics including:

- Biological Resources
- Cultural Resources
- Geology and Soils
- Tribal Cultural Resources
- Public Works Conditions
- Community Facilities District Annexation

The applicant and design team are working on CEQA compliance with Regional Water Quality Control Board (RWCQB), State of California Department of Fish and Wildlife (CDFW) and the United States Army Corp of Engineers (USACE) on all required resource permitting for the project.

The time extension is needed to provide additional time to bring all of the above discussed items to completion so that the Final Parcel Map can be recorded.

**Somar Land Group, Inc.**
16391 Harwich Circle, Riverside, CA. 92503
**Tele:** (702) 497-3101, **Email:** stevecgate@aol.com
**Attn:** Mr. Steve Macie

# Clinton Keith Marketplace Retail Center (EOT#1):

## Planning Commission Meeting

## March 19, 2025

## Agenda Item 3.2

# Project Location

- Located at the NWC of Clinton Keith Road and Hidden Springs.



# Approved Applications:

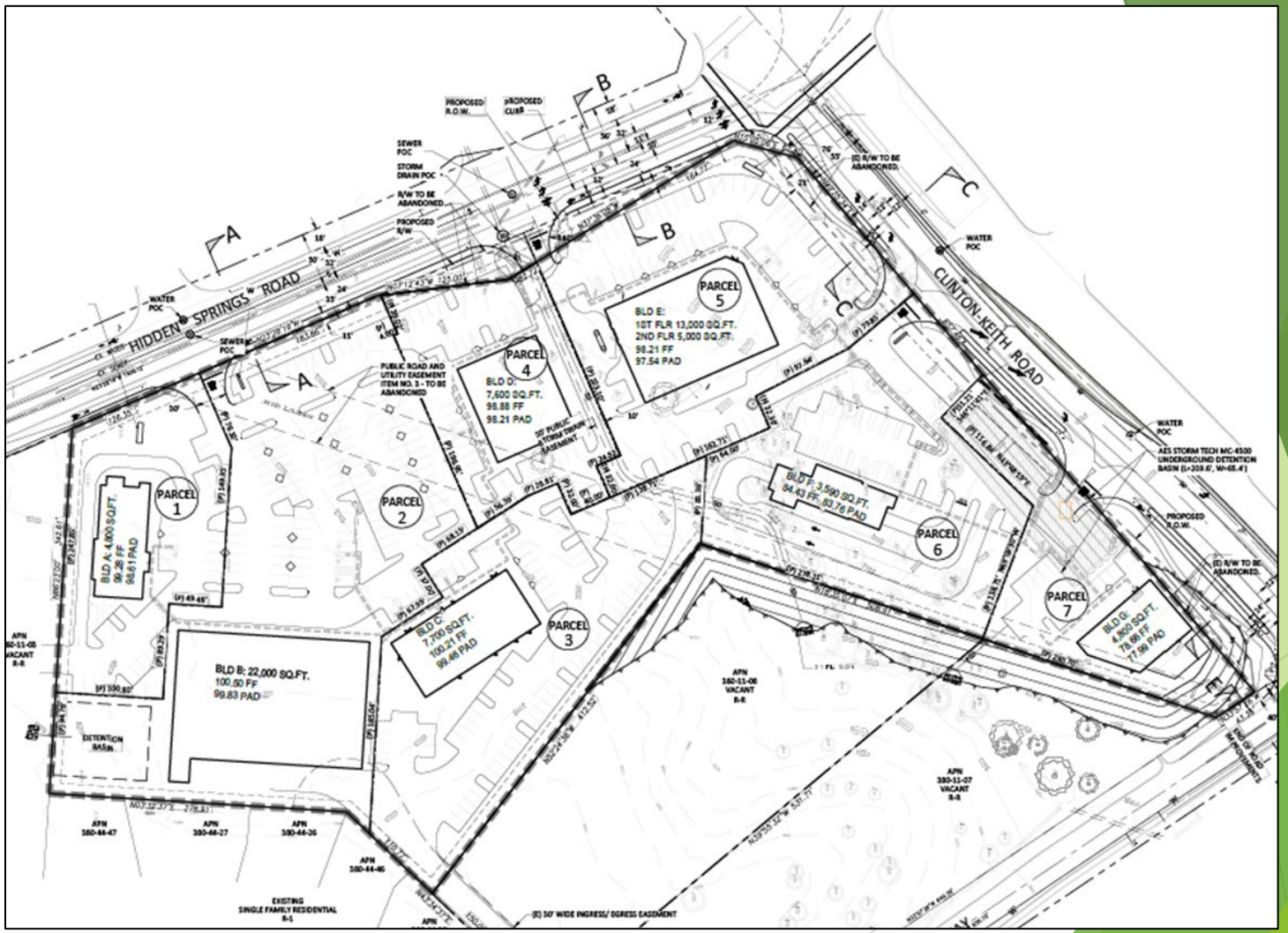
**The Planning Commission approved the Clinton Keith Marketplace on May 18, 2022, and included the following actions:**

1) **Adoption of an Initial Study/Mitigated Negative Declaration and MMRP;**
2) **Approval of a Vesting Tentative Parcel Map (TPM 37736), to subdivide the 8.8-acre +/- site into 7 parcels,subject to conditions; and**
3) **Approval of a Sign Height Variance; and**
4) **Approval of CUP / Plot Plan to build a 66,173 square-foot commercial retail center, subject to conditions.**

# Vesting Tentative Parcel Map 37736

- The Project includes a proposal to subdivide the 8.8-acre site into 7 parcels to accommodate the project.
- Each lot meets and exceeds the minimum standards for lot size as required in the C-P-S zones as seen below.

| Lot/Parcel Number | Proposed Use | Parcel/Lot Size (Ac.) | Minimum Standard | Meets Code Standards |
|---|---|---|---|---|
| 1 | Drive-Thru Restaurant | 0.85 ac. | 0.00 ac. | Yes |
| 2 | Grocery Store | 2.30 ac. | 0.00 ac. | Yes |
| 3 | Multi-Tenant Retail | 1.46 ac | 0.00 ac. | Yes |
| 4 | Auto Parts Store | 0.75 ac. | 0.00 ac. | Yes |
| 5 | Pharmacy/Office | 1.48 ac. | 0.00 ac. | Yes |
| 6 | Express Car Wash | 1.33 ac. | 0.00 ac. | Yes |
| 7 | Retail | 0.74 ac. | 0.00 ac. | Yes |

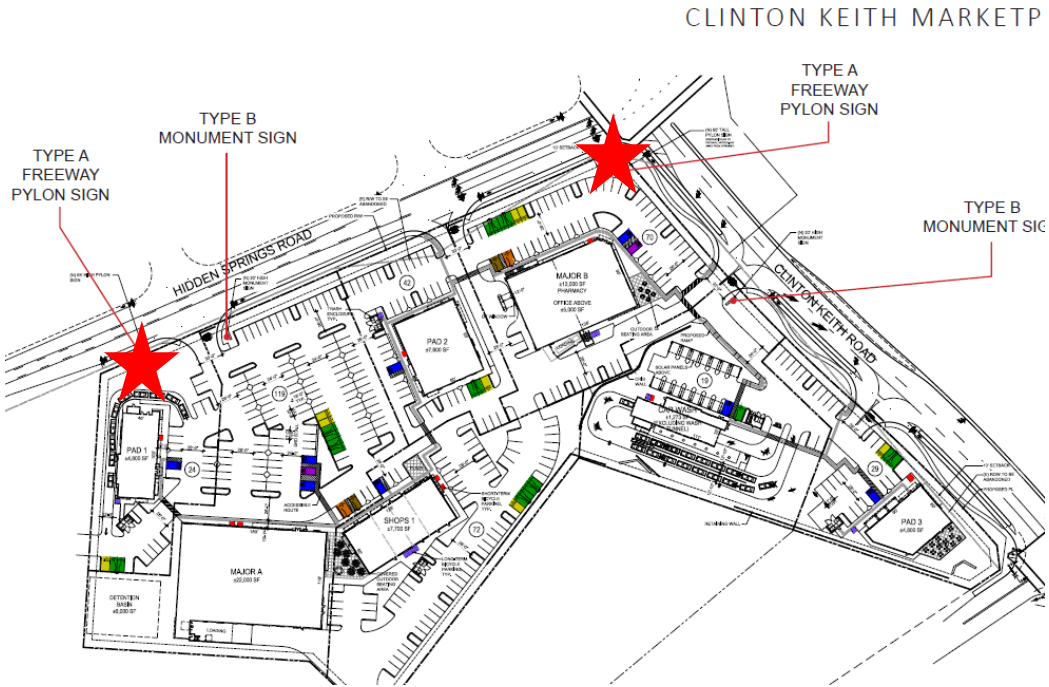

HIDDEN SPRINGS ROAD
CLINTON KEITH ROAD
PARCEL 1
PARCEL 2
PARCEL 3
PARCEL 4
PARCEL 5
PARCEL 6
PARCEL 7
BLD A: 4,800 SQ.FT.
BLD B: 22,000 SQ.FT.
BLD C: 7,700 SQ.FT.
BLD D: 7,600 SQ.FT.
BLD E: 1ST FLR 13,000 SQ.FT. 2ND FLR 5,000 SQ.FT.
BLD F: 3,590 SQ.FT.
BLD G: 4,800 SQ.FT.
DETENTION BASIN
PROPOSED R.O.W.
PROPOSED CURB
SEWER POC
STORM DRAIN POC
WATER POC
R/W TO BE ABANDONED
PUBLIC ROAD AND UTILITY EASEMENT ITEM NO. 3 - TO BE ABANDONED
(E) 30' WIDE INGRESS/ EGRESS EASEMENT
EXISTING SINGLE FAMILY RESIDENTIAL R-1
APN 380-11-06 VACANT R-E
APN 380-11-07 VACANT R-E
APN 380-44-47
APN 380-44-27
APN 380-44-26
APN 380-44-46

# Sign Height Variance No. 21-0033

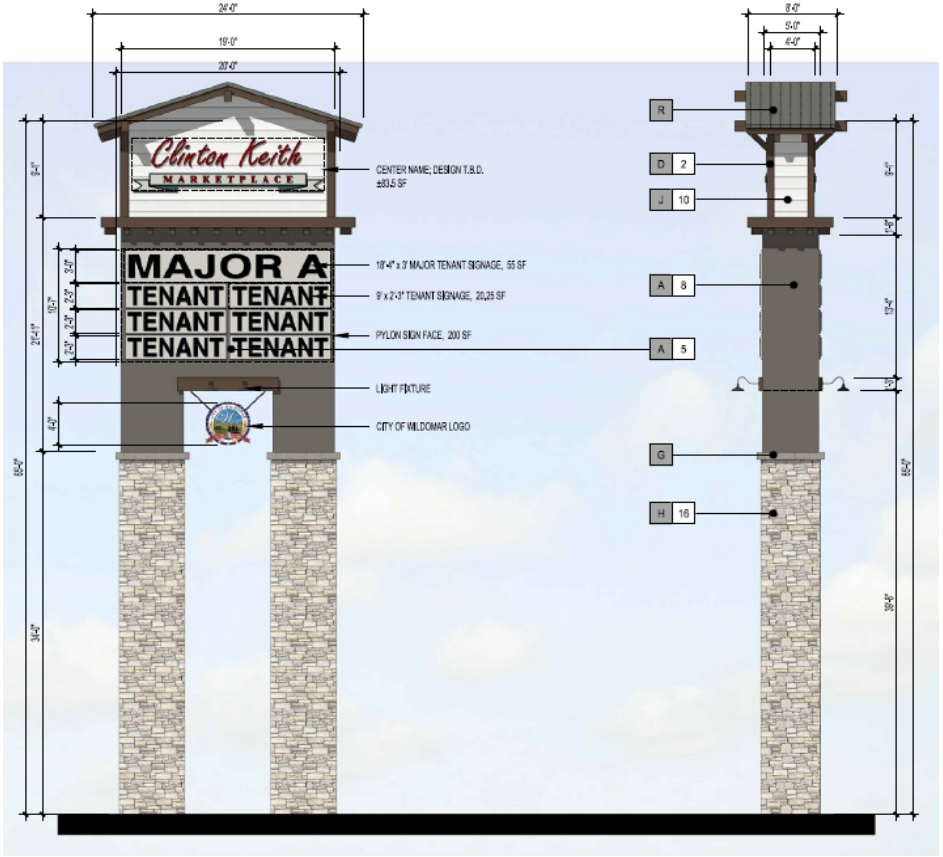
- The Planning Commission approved a sign height Variance for the Project.
- The Variance was approved to allow two (2) 65-foot tall signs instead of two (2) 45-foot tall signs which was the maximum height at that time.
- The additional sign height was requested because the grade elevation of the project site is about 20 feet lower than that of the I-15 freeway making it difficult to see the signs from the freeway.

# Sign Height Variance No. 21-0033 Discussion

- Two of the adjacent retail centers across (Wildomar Square & Bear Creek Village) both have 65-foot tall freeway signs.



# Freeway Sign Elevations




FRONT ELEVATION

SIDE ELEVATION

TOTAL SIGN AREA: 200 SF, EACH SIDE

# Conditional Use Permit (CUP) No. 21-0033

- The Planning Commission approved a CUP to construct a 1,273 square-foot express drive-thru car wash.
- The car wash will have multiple individual vacuum stalls with roof-covers that will include solar panels.
- This car wash will be an independent operation with no gas station activity.

# Plot Plan No. 21-0033

- **The Planning Commission approved Plot Plan 21-0033 to construct the 66,173 square-foot retail center with seven (7) buildings (see below)**



# Plot Plan 21-0033

- **No specific users were identified for the project back in 2022 but the table below shows the proposed uses of the buildings.**

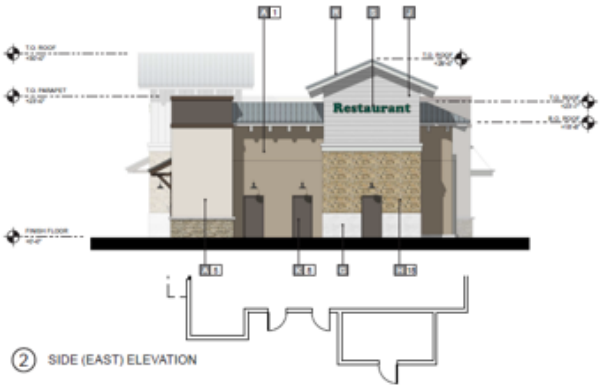
| Building Number | Proposed Tenant User | Building Size (s.f.) |
|---|---|---|
| 1 | Drive-Thru Restaurant | 4,800 s.f. |
| 2 | Grocery Store | 22,000 s.f. |
| 3 | Multi-Tenant Retail | 7,700 s.f. (up to 4 "suites") |
| 4 | Auto Parts Store | 7,600 s.f. |
| 5 | Pharmacy/Office | 13,000 s.f. Pharmacy<br>5,000 s.f. Office (2nd floor) |
| 6 | Express Car Wash | 1,273 s.f. |
| 7 | Retail | 4,800 s.f. |
| **Total Building Size** | | **66,173 s.f.** |

# Approved Architectural Elevations

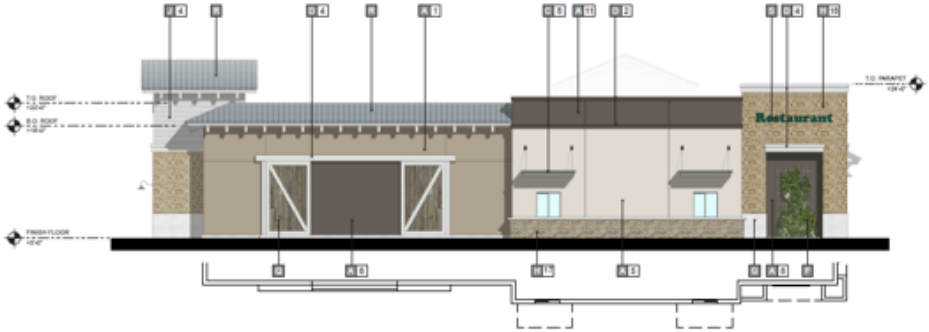
## Proposed Drive-Thru Restaurant (Building 1) Elevation Exhibits




1 FRONT (SOUTH) ELEVATION




2 SIDE (EAST) ELEVATION

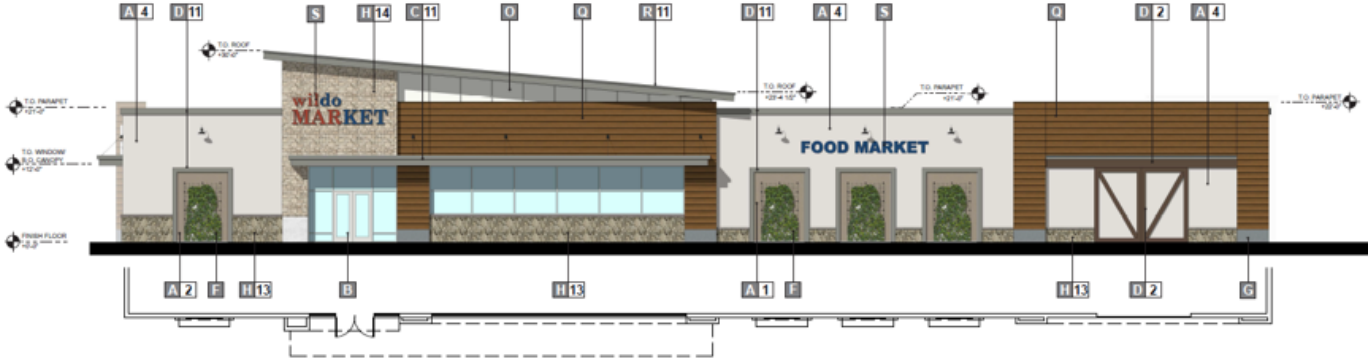



3 REAR (NORTH) ELEVATION

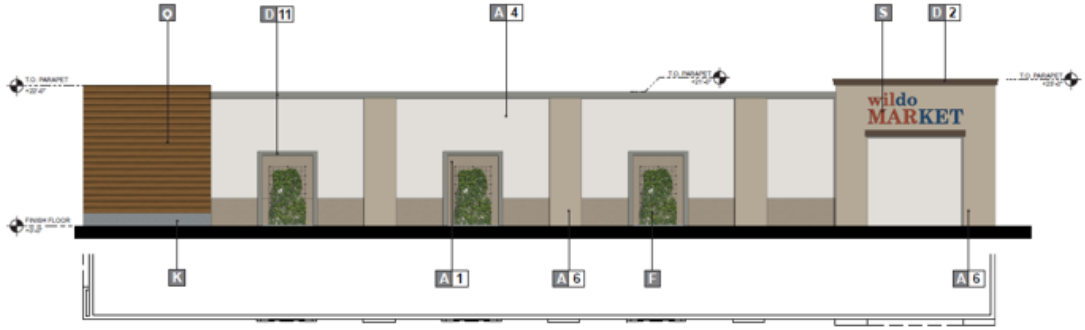



4 SIDE (WEST) ELEVATION

# Proposed Grocery Store (Building 2) Elevation Exhibits

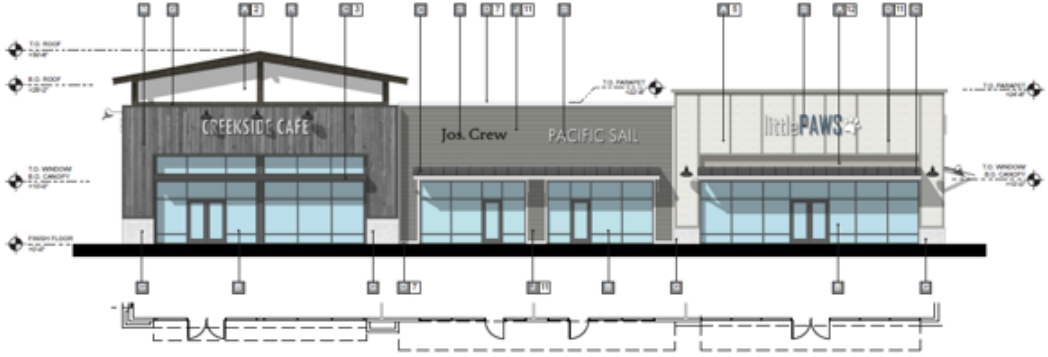



① MAIN ENTRY (EAST) ELEVATION

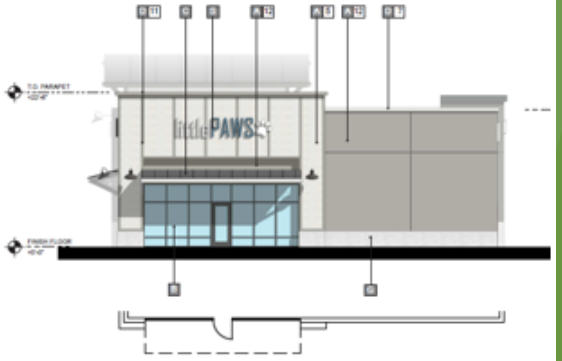



② SIDE (NORTH) ELEVATION

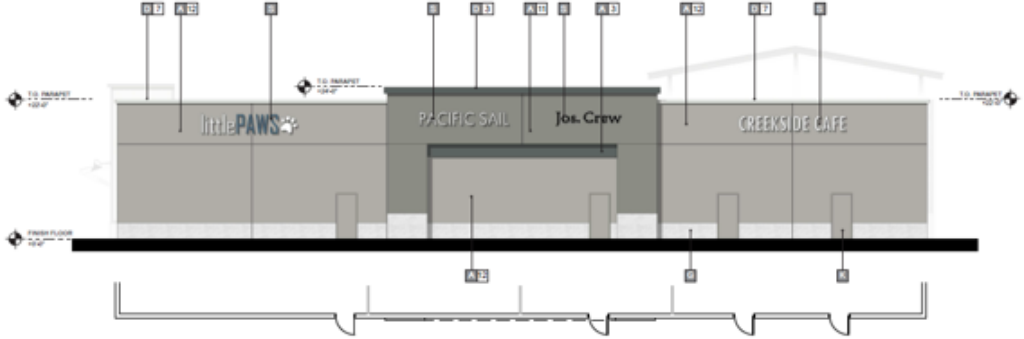
# Proposed Multi-Tenant Retail (Building 3) Elevation Exhibits



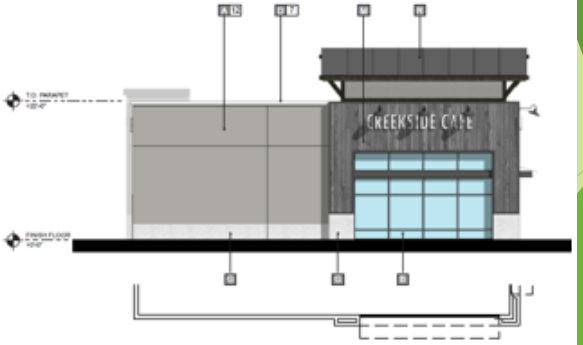

1 FRONT (NORTHEAST) ELEVATION




2 SIDE (NORTHWEST) ELEVATION




3 REAR (SOUTHWEST) ELEVATION




4 SIDE (SOUTHEAST) ELEVATION

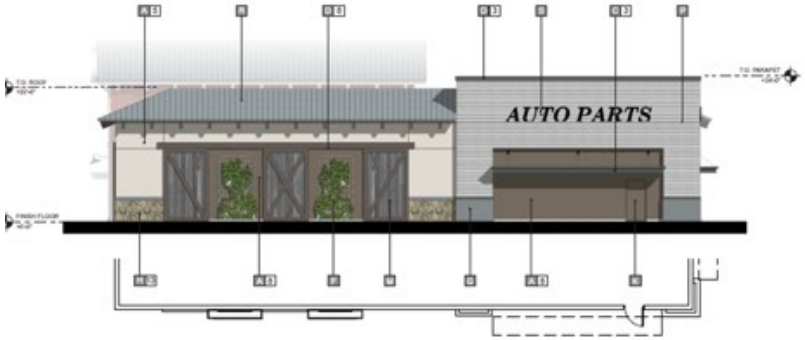
## Proposed Auto Parts Store (Building 4) Elevation Exhibits



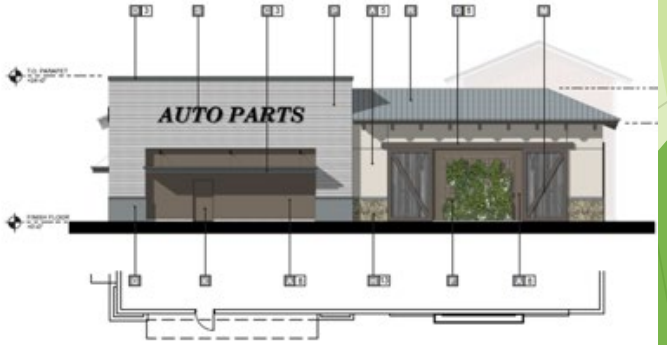

1 FRONT (NORTHWEST) ELEVATION



2 SIDE (SOUTHWEST) ELEVATION




3 REAR (SOUTHEAST) ELEVATION

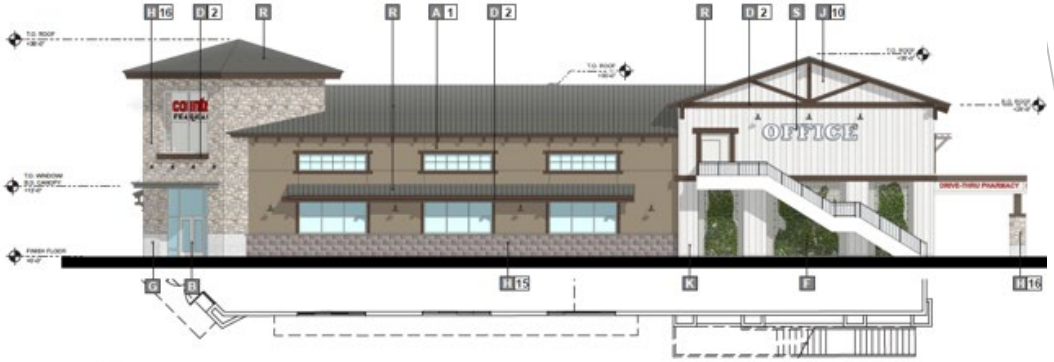



4 SIDE (NORTHEAST) ELEVATION

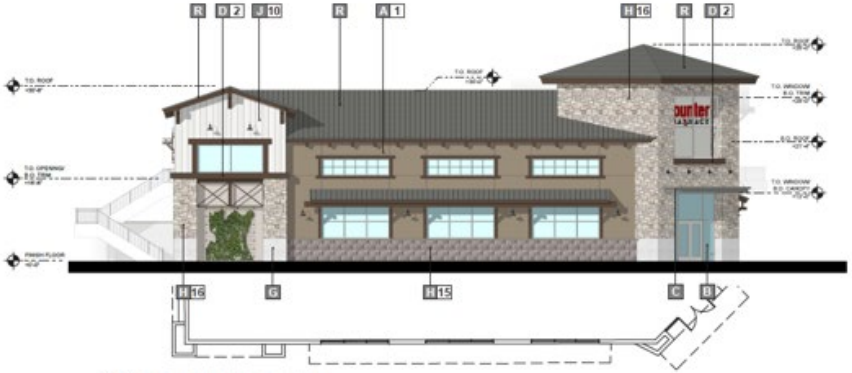
## Proposed Pharmacy/Office (Building 5) Elevation Exhibits




1 MAIN ENTRANCE (EAST) ELEVATION

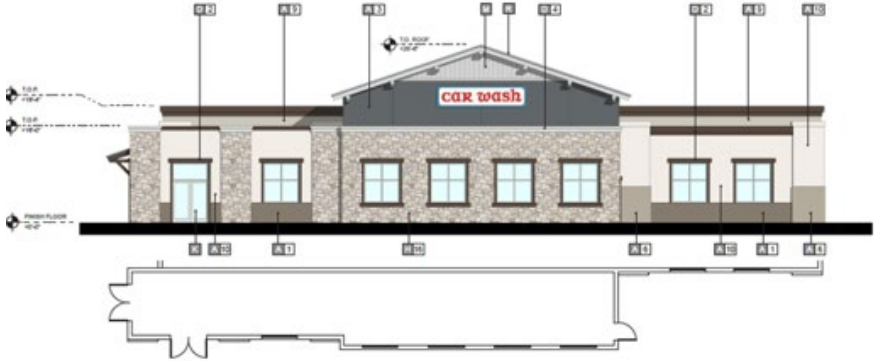



2 FRONT (NORTHEAST) ELEVATION



3 SIDE (SOUTHEAST) ELEVATION

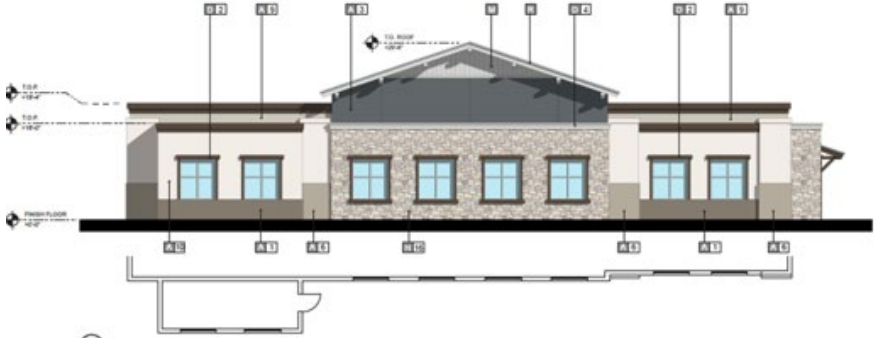
# Proposed Express Car Wash (Building 6) Elevation Exhibits




1 FRONT (EAST) ELEVATION




2 SIDE (NORTH) ELEVATION

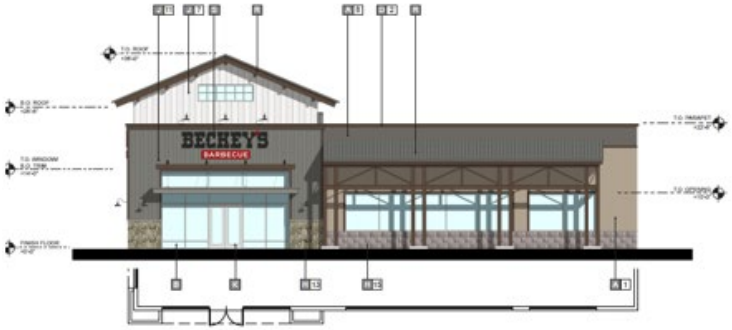


3 REAR (WEST) ELEVATION

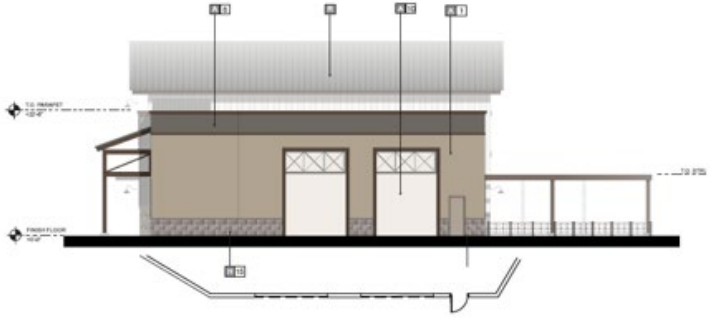



4 SIDE (SOUTH) ELEVATION

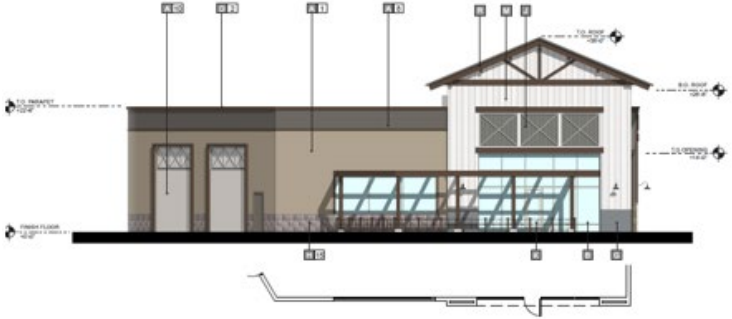
# Proposed Retail (Building 7) Elevation Exhibits




1 FRONT (NORTHEAST) ELEVATION



2 SIDE (NORTHWEST) ELEVATION



3 REAR (SOUTHWEST) ELEVATION




4 SIDE (SOUTHEAST) ELEVATION

# EOT Findings for VTPM 37736

**The proposed EOT meets the required findings in that:**

1) **The proposed extension of time (EOT) for Vesting Tentative Parcel Map No. 37736 remains consistent with the City of Wildomar General Plan,**

2) **The proposed extension of time for Vesting Tentative Parcel Map No. 37736 remains consistent with the City of Wildomar Development Code.**

3) **The proposed extension of time for Vesting Tentative Parcel Map No. 37736 does not adversely affect the general health, safety, and welfare of the public.**

4) **The Applicant submitted the EOT application and required fees prior to the expiration of Tentative Parcel Map No. 37736**

# EOT Findings for CUP/Plot Plan 21-0033

**The proposed EOT meets the required findings in that:**

- **The approved plot plan remains consistent with the General Plan land use designation of Commercial General (CG) and all applicable policies.**
- **The approved plot plan remains consistent with the development standards of the new C-G zone.**
- **The setting and local circumstances of the approved plot plan have not changed in such a way as to make the previously approved plot plan incompatible or inappropriate with the surrounding area.**
- **The EOT application and fee were submitted on Feb. 19, 2025, well in advance of the May 18, 2025 expiration date.**

# Staff Recommendations

**Staff has reviewed the proposed extension of time and supports the EOT.**

**Therefore, staff recommends the Planning Commission take the following actions:**

- **1) Adopt PC Resolution No. 2025-05 approving a three (3) year Extension of Time for VTTM 37736 & Plot Plan 21-0033 to May 18, 2028; and**
- **2) Determine that no new Environmental Review is needed…**

**Note:**

- **All original conditions of approval (as updated) and mitigation measures will remain in full force and effect for this project.**