



## PLANNING COMMISSION

Wednesday, August 24, 2022

Regular Meeting - 7:00 PM

City Hall – City Council Chambers

425 Webster Street, Colusa, CA 95932

### AGENDA

The public may address the Commission on any agenda item during the Commission's discussion of that item, not to exceed three (3) minutes. We ask that the speaker kindly be recognized by the Planning Commission Chair before speaking and be limited to one comment, per item.

Chair – Ryan Codorniz

Vice Chair – Ed Duncan

Commissioner – John Martin

Commissioner - Thomas Roach

Commissioner - Vicky Willoh

### CALL TO ORDER

### ROLL CALL

**CONSENT CALENDAR** - *Items on the Consent Calendar may be removed and discussed at the request of a Commission member.*

1. Action Minutes – June 22 and July 27

**PUBLIC COMMENTS** *The Planning Commission may read / address comments on any item concerning subject matter that is within the Planning Commission's jurisdiction. No action may be taken on items not posted on the agenda, other than to briefly respond, refer to staff, or to direct that an item be placed on a future agenda.*

### CONTINUED PUBLIC HEARING

2. A Resolution approving a Conditional Use Permit to allow construction of a cannabis business, manufacturing and cultivation facilities and related street and infrastructure improvements over an approximately 32-acre site zoned Light Industrial (M-1-PD) Planned Development District, located at the northeast corner of D Street and East Clay Street and a Resolution approving a Development Agreement with Colusa Riverbend Estates and Courtney Dubar

**PUBLIC COMMISSION MATTERS** *Discussion of current Planning Department projects.*

### ADJOURNMENT

SHELLY KITTLE, CITY CLERK

In compliance with the Americans with Disabilities Act, persons requiring accommodations for a disability at a public meeting should notify the City Clerk at least 48 hours prior to the meeting at (530) 458-4740 in order to allow the City sufficient time to make reasonable arrangements to accommodate participation in this meeting.

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## CITY OF COLUSA PLANNING COMMISSION MINUTES

Wednesday June 22, 2022, at 7:00 PM  
425 Webster Street, City Council Chambers (530) 458-4740

1. **MEETING CALLED TO ORDER AND ROLL CALL** – Commissioners Martin, Duncan and Vice-Chair Codorniz were present with two vacancies.
2. **CONSENT CALENDAR:**
  - A. **Action Minutes:** May 11, 2022; and May 25, 2022  
  
**ACTION:** Motion by Commissioner Duncan, seconded by Martin to approve the Action Minutes from May 11 and May 25 meetings. Motion passed unanimously.
  - B. **Correspondence:** None
3. **PUBLIC COMMENTS:** None.
4. **CONTINUED PUBLIC HEARING:** A resolution approving a Conditional Use Permit to allow construction of a cannabis business, manufacturing and cultivation facilities and related street and infrastructure improvements over an approximately 32-acre site zoned Light Industrial (M-1-PD) Planned Development District, located at the northeast corner of D Street and East Clay Street

**ACTION:** Commissioner Martin recused himself due to his vested interest in a property close to the property listed for the Conditional Use Permit. Martin stepped out of the Chambers prior to the discussion. Deputy City Attorney Hillebrand stated since there was not a quorum, no action could be taken. There were potential citizens to fill the vacancies by the next meeting. This item will be continued to the July 27 meeting. Commissioner Martin then returned to the dias.

5. **PUBLIC HEARING:** A resolution approving a parcel map to subdivide approximately 8 acres located at 1210 10<sup>th</sup> Street (APN: 015-130-003) into four lots.

**ACTION:** Per direction by Deputy City Attorney, Hillebrand, Commissioner Duncan made a motion, seconded by Commissioner Martin to continue this item off the calendar. Motion passed unanimously.

### PLANNING COMMISSION MATTERS:

#### A. Selection of Planning Commission Chairman and Vice Chairman

**ACTION:** Commissioner Duncan made a motion, seconded by Commissioner Martin to appoint Commissioner Codorniz to Chairman. Motion passed unanimously.

**ACTION:** Chairman Codorniz made a motion, to appoint Commissioner Duncan to Vice-Chair, seconded by Commissioner Duncan. Motion passed 2-1 with the following vote:

**AYES:** Codorniz and Duncan.

**NOES:** Martin

**B. Resignation of Community Development Manager**

Community Development Manager, Stice informed the commissioners this was his last meeting. Stice stated he reports to his new position on Monday in Patterson, California.

- 6. ADJOURNMENT:** The meeting was adjourned by the consensus of the commission.

Prepared By:

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SHELLY KITTLE, CITY CLERK





## CITY OF COLUSA PLANNING COMMISSION MINUTES

Wednesday July 27, 2022, at 7:00 PM  
425 Webster Street, City Council Chambers (530) 682-2933

1. **MEETING CALLED TO ORDER AND ROLL CALL** – Chairman Codorniz called the meeting to order. Commissioners Duncan, Martin, Willoh, Roach and Codorniz were present. City Manager Cain introduced the new Commissioners: Vicki Willoh and Thomas Roach.
2. **CONSENT CALENDAR:** Items on the Consent Calendar may be removed and discussed at the request of a Commission member.
 

A. <b>Action Minutes:</b>	None
B. <b>Correspondence:</b>	None
3. **PUBLIC COMMENTS:** Comments were taken by Ben King about the General Plan and the Housing Element. Comments were taken by JP Cativela about the meetings and agendas.
4. **CONTINUED PUBLIC HEARING:** A Resolution approving a Conditional Use Permit to allow construction of a cannabis business, manufacturing and cultivation facilities and related street and infrastructure improvements over an approximately 32-acre site zoned Light Industrial (M-1-PD) Planned Development District, located at the northeast corner of D Street and East Clay Street

**PUBLIC COMMENTS:** Commissioner Martin recused himself from this item and left the chambers. Citizens expressed their viewpoints, shared their comments and recapped on letters that some had submitted.

**ACTION:** Motion by Commissioner Duncan, seconded by Commissioner Willoh to continue this item to the August 10, 7:00 pm regular Planning Commission meeting. Motion passed 4-0, Commissioner Martin abstained.

5. **PUBLIC HEARING:** A Resolution of the City of Colusa Planning Commission recommending a Variance to Nick Lashway of 5 Forestwood drive Colusa ca a single family residence (R-1) district to construct an addition of a patio to an existing dwelling within the minimum front and side yard building setbacks which is attached to the home.

**ACTION:** Chairman Codorniz opened the public hearing, took comments from the public, then closed the public hearing. Motion by Commissioner Martin, seconded by Commissioner Duncan, to approve the Resolution. Motion passed 4-0. Commissioner Roach abstained.

6. **PUBLIC HEARING:** A Resolution of the City of Colusa Planning Commission recommending City Council review and potential approval of a Development Agreement between the City of Colusa and 5D1, LLC relative to the establishment and operation of a cannabis manufacturing/business facility located at 2857 Niagara Ct in Colusa.

**ACTION:** Chairman Codorniz opened the public hearing, took comments from the public, then closed the public hearing. Motion by Commissioner Duncan, seconded by Commissioner Martin, to approve the Resolution. Motion passed 4-0. Commissioner Roach abstained.

7. **PUBLIC HEARING:** A Resolution of the City of Colusa Planning Commission recommending City Council review and potential approval of a Development Agreement between the City of Colusa and XO Cannabis relative to the establishment and operation of a cannabis manufacturing / business facility located at 2959 Davison Ct in Colusa

**ACTION:** Chairman Codorniz opened the public hearing, took comments from the public, then closed the public hearing. Motion by Commissioner Willoh, seconded by Commissioner Duncan, to approve the Resolution. Motion passed 4-0. Commissioner Roach abstained.

8. **PUBLIC HEARING:** A Resolution of the City of Colusa Planning Commission recommending City Council review and potential approval of a Development Agreement between the City of Colusa and JAC Industries Colusa Farms relative to establishment and operation of a cannabis manufacturing/business facility located east of D ST, North East Clay St and south of the Sacramento River levee in Colusa.

**ACTION:** Chairman Codorniz opened the public hearing and took comments from the public. Motion by Commissioner Duncan, seconded by Commissioner Willoh to continue this item to the August 10<sup>th</sup>, 7:00 pm regular Planning Commission meeting. Motion passed 4-0, Commissioner Martin abstained.

9. **PLANNING COMMISSION MATTERS:** City Manager Cain stated his goal will be to get agenda packets out to Commissioners and on the website earlier. He will bring back the 2007 City's General Plan and amendments at a later date.

**ADJOURNMENT:** The meeting was adjourned by the consensus of the commission.

Prepared By:

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Shelly Kittle City Clerk

**City of Colusa  
PLANNING COMMISSION  
STAFF REPORT**

**MEETING DATE:** August 24, 2022

**PREPARED BY:** Jesse Cain, City Manager; Russell Hildebrand, Deputy City Attorney

**APPLICATIONS:** Conditional Use Permit / General Development Plan (GDP) Consistency Review

**OWNER:** Colusa Riverbend Estates LP and Courtney Dubar

**SITE DATA:**

**Location:** Northeast corner of Colusa, east of D Street (between East Clay Avenue and the Sacramento River levee).

**APNs:** 002-270-002, -003, -004, -005, -006, -007, -008, -009

**Total Area:** 32 acres (approximate)

**General Plan:** Special Planning Area #4 (entire Project Site)  
Industrial

**Existing Zoning:** Planned Development (P-D) District

**BACKGROUND:**

On January 20, 2015, the City Council adopted Ordinance 503 and Resolution Nos. 15-02 and 15-03, thereby approving the Colusa Riverbend Estates planned development subdivision with 257 lots (ranging from 5000-7000 sq. ft.) and 110 apartment units. A mitigated negative declaration (MND), prepared in compliance with the California Environmental Quality Act (CEQA), was also adopted providing environmental clearance for that project. Legal challenge to the scope and adequacy of the environmental documentation, including drainage/hydrology, failed.

On July 16, 2019, the City Council adopted Resolutions 19-19 and 19-20 for a mitigated negative declaration (MND), which provided environmental clearance, and a general plan amendment to establish Industrial land uses, respectively, in support of converting the Riverbend Estates project into the Colusa Triple Crown Cannabis Business Park (“Triple Crown”) project. On August 6, 2019, the City Council adopted Ordinance 537, approving planned development (P-D) zoning for the site as well as the Triple Crown General Development Plan discussed below.

**Triple Crown General Development Plan (GDP)** The GDP is a guiding policy and planning document applying to the greater 84.7-acre site (as approved by the City Council) for cannabis

land uses and operations. The site is located on the northeast side of the city, bounded by D Street, East Clay Street, and the Sacramento River levee.

The previously approved GDP describes and illustrates all aspects of the proposed project, and sets forth design standards, densities, and land uses that the owner is allowed to develop following conditional use permit review by the Planning Commission (to merely determine consistency of current, specific design plans with the original GDP). The GDP, and subsequent cannabis use permits and building permits, allows the construction and eventual operation of a cannabis research and development business park.

Specifically, the GDP allows approximately 1,490,000 square feet of buildings on 84.7 acres with energy-efficient greenhouses for cannabis cultivation, plant processing spaces, facilities for creating infused products, a testing laboratory for internal product testing, research/development and training centers, distribution center, and corporate offices. Space may be sold or leased to other cannabis businesses properly licensed by the State of California.

### **Location and Setting**

The project site is situated in the northeast corner of the City of Colusa, along the south side of the Sacramento River level. The 84.7-acre project site is bounded by D Street to the west and East Clay Street to the south. The Sacramento River forms its northern boundary. The site is located on seven existing parcels. Approval of the Proposed Project may include a lot line adjustment to combine these into four parcels.

Residential, agricultural, and commercial uses surround the project location on three sides, with the Sacramento River on the north. Residential uses are located at the southwest corner of the project site, and rural residential/agricultural uses are located along the south border of the site.

**Greater Project Site approved General Development Plan Map (shown on next page)**



The GDP as originally approved by City Council is attached within Ordinance 537

## ANALYSIS:

### Cannabis Business Park Design Review Package

The Cannabis Business Park Design Review Package represents the current development project (“Project”), which is only approximately 32 acres (including the detention basin) of the greater GDP. Other subsequent projects (proposed for development on the remaining acreage) will be reviewed in accordance with the GDP by the Planning Commission and City Council at such time they are submitted in the future.

As illustrated within the Cannabis Business Park Design Package (attached, Planning Commission Resolution Attachment A), the Project represents a detailed and current-day plan for development within this first phase of, and consistent with, the GDP. Additionally, the Project represents an upgrade of proposed building types and materials, from greenhouses (as originally approved) to sealed indoor cultivation rooms / buildings (as currently proposed). This building upgrade also represents significant gains in energy efficiency.

City staff have reviewed the Project and determined it to be consistent with the General plan, zoning code, and previously approved GDP, and within the scope of the adopted mitigated negative declaration.

**Drainage:**

Multiple studies have been prepared by various hydrologists/engineers to address levee under seepage that occurs within the portions of Project site, and that is planned for detention within the southwest area of the site. The proposed location of this on-site basin was reviewed by the City Engineer in conjunction with the applicant's preliminary hydrologic and geotechnical reports, which document the presence of a higher groundwater table within the Project site.

Given the higher ground water table at the Project site and the possibility of levee under seepage (as discussed above) the Project will be subject to conditions of approval that require presentation of a thorough and comprehensive storm drainage plan for the ultimate Project build-out. This drainage plan is required as a component of the conditional use permit process prior to issuance of any building permits. Any drainage plan serving the entire Project area (or any portion of the Project area associated with phasing of the development improvements) shall be prepared by a registered civil engineer and submitted to the City Engineer for review and potential approval.

Conveyance of storm drain water downstream from the on-site basin could potentially follow multiple routes. The storm drainage conveyance route and system that is ultimately selected would be designed and engineered during implementation of the Project improvement plans. The route would be subject to review and approval by the City Engineer in compliance with the City's previously adopted *Storm Drainage Master Plan* (June 2009).

Numerous public comments centered around drainage, under-levee seepage, and groundwater were submitted and are attached for consideration. City staff may address question about these comments during the public hearing.

**ENVIRONMENTAL REVIEW:**

The Colusa River Bend Estates Cannabis Business Park was also analyzed pursuant to CEQA Guidelines section 15177 and/or 15178, and section 15179(b)(2)(B), as a subsequent project within the scope and identified in the Master Environmental Impact Report for the City of Colusa General Plan. An IS/MND was prepared in compliance with CEQA Guidelines Sections 15179(b)(2)(B), 15152 & 15168 and identified mitigation measures that would avoid or mitigate the potential environmental effects of the Project to a point where no significant effects would occur. On July 16, 2019, the City Council approved Resolution 19-19, adopting these mitigation measures, a Mitigated Negative Declaration, and a Mitigation Monitoring and Reporting Program (applicable to the Project site and scope).

**DEVELOPMENT AGREEMENT:**

As drafted, the term of the DA would last 40 years, with one extension at the discretion of the City Manager for an additional 10 years. The DA vests the project land use approvals and regulations applicable to the Project, and contains mutually agreeable terms and provisions defining the obligations and contributions applicable to the City and the Owner. The DA establishes performance requirements, reporting and audition procedures, monetary compensation to the City (based on an amount of \$2.50 per square foot of cultivation or other cannabis use building area), regulations, "City

Covenants,” and specific development criteria of the project.

**PUBLIC COMMENT:**

Written comments (attached) were delivered to the Planning Commission prior to this public hearing.

**RECOMMENDED ACTIONS:**

Staff recommends that the Planning Commission consider the analysis and public testimony. Should the Planning Commission support the Project, staff recommends that the Planning Commission approve the following:

Resolution 2022-\_\_:

A Resolution approving a Conditional Use Permit to allow construction of a cannabis business, manufacturing and cultivation facilities and related street and infrastructure improvements over an approximately 32-acre site zoned (PD) Planned Development District, located at the northeast corner of D street and East Clay Street; and

In addition to the items set forth in this August 24, 2022 staff report, in consideration of proposed Resolution No. 2022-\_\_, the Planning Commission finds that the Colusa River Bend Estates Cannabis Business Park is approved pursuant to CEQA Guidelines section 15177 and/or 15178, and section 15179(b)(2)(B), as a subsequent project within the scope and identified in the Master Environmental Impact Report for the City of Colusa General Plan, as further referenced in Resolution No. 2022-\_\_.

Resolution 2022-\_\_:

A Resolution of the Colusa Planning Commission Recommending that the City Council of the City of Colusa Adopt an Ordinance Approving a Development Agreement by and between the City Of Colusa and Colusa Riverbend Estates L.P. and Courtney Dubar Relative to the Development of a Cannabis Manufacturing Facility.

**RELATED DOCUMENTS:**

1. Planning Commission Resolution 2022-\_\_\_\_
  - Attachment A – Cannabis Business Park Design Review Package (May 1, 2022)
  - Attachment B – Conditions of Approval
2. Ordinance 537 (containing original Colusa Triple Crown General Development Plan)
  - Exhibit A - Boundary Map
  - Exhibit B – General Development Plan for Colusa Triple Crown Cannabis Research and Development Business Park
3. Comments
  - from Woody and Kathy Yerxa (no date)
  - from Janice Bell and the Partnership to Preserve Community Integrity (April 12, 2022)
  - from Ben King (May 30, 2022)
  - from Mariah Brumbaugh (May 31, 2022)
  - from Julie Garofalo (June 16, 2022)



## RESOLUTION NO. 2022-

**A RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW  
CONSTRUCTION OF A CANNABIS BUSINESS, MANUFACTURING AND  
CULTIVATION FACILITIES AND RELATED STREET AND INFRASTRUCTURE  
IMPROVEMENTS OVER AN APPROXIMATELY 32-ACRE SITE ZONED (PD)  
PLANNED DEVELOPMENT DISTRICT, LOCATED AT THE NORTHEAST CORNER  
OF D STREET AND EAST CLAY STREET**

**WHEREAS**, Mike Olivas of Colusa Riverbend Estates, LP (Owner) initiated Application # 02-22 (C.U.P.) requesting Planning Commission site and design approval of cannabis business, manufacturing, and cultivation facilities (“Project”); and

**WHEREAS**, on October 30, 2007, the City of Colusa in its capacity as CEQA Lead Agency certified a Master Environmental Impact Report for the City of Colusa General Plan (SCH 2005072145), which document was prepared in accordance with CEQA Guidelines section 15175 and 15176; and

**WHEREAS**, the City of Colusa, as “Lead Agency,” commissioned the preparation of an Initial Study/Mitigated Negative Declaration (“IS/MND”), dated February 2019, and incorporated herein by reference, to evaluate the potential environmental impacts associated with the Colusa Triple Crown Cannabis Business Park; and

**WHEREAS**, the IS/MND was prepared in compliance with CEQA Guidelines Sections 15152 & 15168, and identified mitigation measures that would avoid or mitigate the potential environmental effects of the Project to a point where clearly no significant effects would occur, and such mitigation measures are incorporated to the Project herein by reference.; and

**WHEREAS**, on July 16, 2019, in compliance with to CEQA Guidelines Section 15074, the City Council passed Resolution 19-19, adopting a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program for the Colusa Triple Crown Cannabis Business Park; and

**WHEREAS**, on August 6, 2019, the City Council adopted Ordinance 537, rezoning the Project site to Planned Development (PD) District and approving a General Development Plan for the Triple Crown Cannabis Business Park; and

**WHEREAS**, the City of Colusa has reviewed the Project against, and has determined consistency with, the scope of the original Environmental Initial Study and Mitigated Negative Declaration for the Colusa Triple Crown Cannabis Business Park; and

**WHEREAS**, The City of Colusa Planning Commission has been delegated by the City Council the responsibility of meeting, holding public hearings, reviewing, and deciding upon all applications for a conditional use permit, in accordance with the *City of Colusa Zoning Ordinance*; and

**WHEREAS**, the Project with conditions of approval is consistent with the land-use goals and policies in the *City of Colusa General Plan*, and would comply with the use standards, rules, and regulations of the *City of Colusa Zoning Ordinance* and other City ordinances and regulations; and

**WHEREAS**, the establishment, maintenance or operation of the use or building applied for will not be detrimental to the health, safety, peace, morals, comfort and general welfare of persons residing or working in the neighborhood of such proposed use, or to be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the city; and

**WHEREAS**, the Planning Commission has duly called, advertised and conducted a Public Hearing required by law concerning Application # 02-22 (C.U.P.), and the opportunity to submit input; and

**WHEREAS**, the Planning Commission has considered public testimony and a Planning Department staff report at their meetings of May 11, 2022 and June 22, 2022; and

**WHEREAS**, the Planning Commission has determined that the site designs, with the attached conditions of approval, are consistent with the scope of the General Development Plan for the Triple Crown Cannabis Business Park; and

**WHEREAS**, appeals to the Planning Commission's decisions may be made to the City of Colusa City Council within ten days of the Commission's decision by filing an appeal at City Hall and paying a fee.

**NOW, THEREFORE, BE IT RESOLVED** by the City of Colusa Planning Commission that the above recitals are incorporated herein as findings, and that Application #02-22 (C.U.P.) for the requested conditional use permit is hereby approved, subject to the Conditions of Approval as described in **"Attachment A,"** attached hereto, and subject to the JAC Industries Colusa Farms Design Review Package, attached hereto as **"Attachment B,"** and both incorporated herein by reference.

**THE FOREGOING RESOLUTION** was duly introduced and passed at a regular meeting of the City of Colusa Planning Commission held on the 22<sup>nd</sup> day of June 2022, by the following vote.

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

Signed and approved as to form by me on this \_\_\_\_\_ day of \_\_\_\_\_, 2022. ATTEST:

\_\_\_\_\_  
Planning Commission Chair

\_\_\_\_\_  
Planning Clerk

**ATTACHMENTS:**

Attachment A – Colusa Riverbend Estates, LP - Design Review Package (Revised May 1, 2022)

Attachment B – Conditions of Approval

## ATTACHMENT A

### CONDITIONS OF APPROVAL FOR CONDITIONAL USE PERMIT 02-22 (C.U.P.)

#### **General Conditions**

1. Approval of this conditional use permit is limited to site designs, access, and development standards as established within the Triple Crown General Development Plan (GDP) and the City of Colusa Zoning Code.
2. The owner/developer shall secure land-use approvals via City Council approval of a development agreement, a Cannabis Business Special Use Permit, and a Cannabis Business Regulatory Permit prior to any site grading or construction.
3. Operational, odor control, site/building security, and signage plans shall be subject to Article 21.5 of the City Zoning Code and a Cannabis Business Special Use Permit.
4. The owner/developer shall comply with all Mitigation Monitoring and Reporting Program (MMRP) requirements as adopted within the 2019 Colusa Triple Crown Cannabis Business Park Project IS/MND.
5. The owner/developer shall submit a lighting plan in compliance with City Code Section 29.04 (c) (5) for review and approval by the Planning Department, prior to building permit issuance.
6. In the case this Conditional (Major) Use Permit has not been used within one (1) year after the date of granting thereof, unless vested under the rights granted by a development agreement between the applicant and the City, and without further action by the Planning Commission, the use permit granted shall be null and void.
7. Planning Commission approval of this Conditional Use Permit shall not be considered final or valid until the 10-day appeal period or, in the case when an appeal is filed, the appeal process is concluded in accordance with Section 33.01.D. of the *Colusa Zoning Ordinance*.

#### **Architectural Conditions**

1. Building permit plans shall illustrate doorway awnings, decorative window trim, and a wainscoting design (of contrasting materials and/or colors) along the north, east and west elevations of the administration building, subject to review and approval by the Planning Department.
2. All storage areas shall either be enclosed within buildings or screened with sufficient landscaping or other materials to minimize visual impacts to surrounding properties, subject to review and approval by the Planning Department.
3. All perimeter fencing shall be installed prior to any building occupancy, limited to a maximum of seven (7) feet above finished grade, and subject to review and approval by the Planning Department and/or Police Department.
4. Signage shall be considered and approved with the cannabis business special use permit.

#### **Access / Parking Conditions**

1. The owner/developer shall, prior to any Project site grading or construction, offer for dedication their fair share portion of property that is needed for future public rights-of-way and/or utility easements within the existing planned D Street and East Clay Street corridors. Such offer(s) for dedication and any corresponding plan(s) shall be subject to review by the City Engineer and Public Works Director.
2. The timing and future construction of D Street and East Clay Street frontage improvements and public utilities shall be determined by the City Engineer and Public Works Director, subject to a deferred improvement agreement.

3. The owner/developer shall pave all on site roadway, fire access, and primary parking areas with asphalt concrete or superior materials to minimize generation of dust pollutants, subject to review by the City Engineer.
4. The owner/developer shall submit plans for parking striping and handicap access, subject to review and approval by the Planning Department and Certified Access Specialist ("CAsp") inspector.
5. Employee parking areas that are located within 100 feet of the Sacramento River Levee shall conform to the requirements of the Army Corps of Engineers and/or RD 108.
6. The owner/developer shall submit plans for the primary and emergency access gates, subject to review and approval by Planning Department.

### **Drainage / Grading Conditions**

1. The owner/developer shall submit a comprehensive storm drainage plan for the ultimate development build out, any interim drainage plan serving the entire project area, or any portion of the project area associated with phasing of the development improvements, and such plan shall be prepared by a registered civil engineer and submitted to the City Engineer for approval. The drainage plan shall identify specific storm drainage design features to control increased runoff from the project site. The drainage plan shall demonstrate the effectiveness of the proposed storm drainage system to prevent negative impacts to existing downstream facilities and to prevent additional flooding at offsite downstream locations. All necessary calculations and assumptions and design details shall be submitted to the City Engineer for review and approval. The design features proposed by the owner/developer shall be consistent with the most recent version of the City's Storm Drainage Master Plan criteria and City Public Improvement Standards. The plan shall incorporate secondary flood routing analysis and shall include final sizing and location of on-site and off-site storm conduit channels, structures, and detention facilities. The Storm Drainage Plan shall be reviewed and approved by the City Engineer prior to any Project site grading or construction.
2. The owner/developer shall pay the cost associated with all improvements required by the Storm Drainage Plan and an appropriate reimbursement agreement shall be drafted to reimburse the owner/developer for oversized improvements on a pro rata basis per the project-level reimbursement agreement.
3. Drainage and stormwater basin system improvements shall be completed prior to any building occupancy.
4. Plans for the project storm water basin are within the jurisdiction of the Colusa County Airport Land Use Commission (ALUC). Such plans shall be reviewed by the ALUC for a determination of consistency with Colusa County Airport Land Use Compatibility Plan (ALUCP).

### **Landscaping Conditions**

1. The owner/developer shall submit landscaping plans in compliance with State Municipal Water Efficiency Landscape Ordinance (MWELo) requirements, subject to review and approval by the Planning Department.
2. The owner/developer shall install tree landscaping to screen/obscure employee parking areas and buildings from public view along the Sacramento River levee, subject to review and approval by the Planning Department.

### **Sewer / Water System Conditions**

1. The owner/developer shall connect to the City water consistent with City design standards, subject to review and approval by the City Engineer. The applicant shall pay any/all costs associated with connecting to the City water system including connection and impact fees.
2. The owner/developer shall connect to the City sewer system consistent with City design standards, subject to review and approval by the City Engineer. The applicant shall pay any/all costs associated with connecting to the City sewer system including connection and impact fees.

**ATTACHMENT B**

Colusa Riverbend Estates, LP (JAC Industries Colusa Farms)

Design Review Package (Revised May 1, 2022)

(Attached)





**MO devco LLC**  
706 Foxglove Cir.  
Winters, CA 95694

**CLIENT**  
**JAC INDUSTRIES**  
PO Box 1267  
Sunset Beach, CA 95694

**PROJECT NAME**  
JAC INDUSTRIES  
**PROJECT NO.**  
001-2021

**ISSUE**  
<11/9/2021>  
**DRAWN BY**  
MSO

**COVER PAGE**



# Colusa California

## JAC INDUSTRIES

## COLUSA FARMS

**Design review Package**  
**Date: March 21, 2022**  
**Revised Date: 5/1/2022**





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MO devco LLC  
706 Foxglove Cir.  
Winters, CA 95694

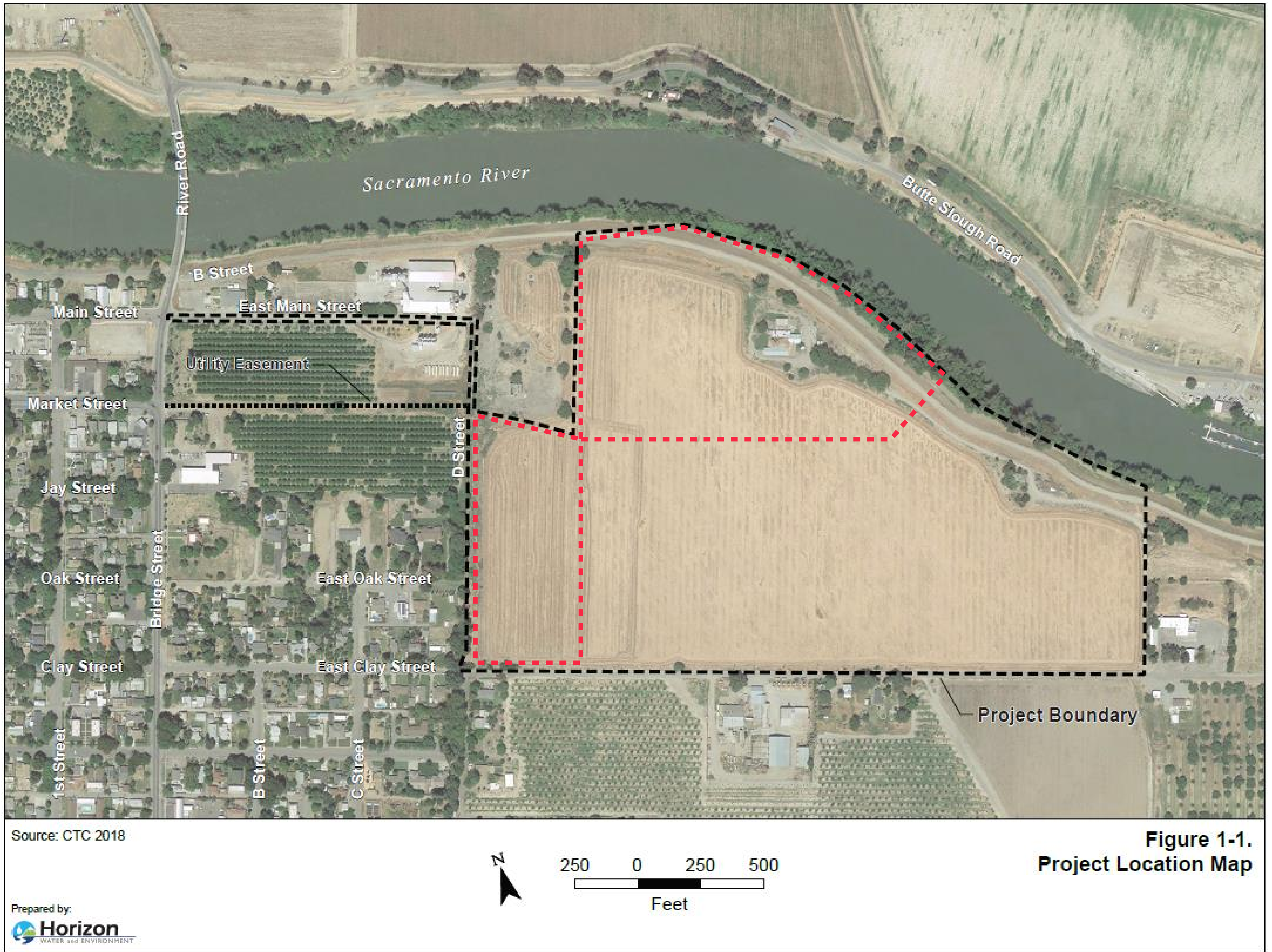
CLIENT  
JAC INDUSTRIES  
PO Box 1267  
Sunset Beach, CA 95694

PROJECT NAME  
JAC INDUSTRIES  
PROJECT NO.  
001-2021

ISSUE  
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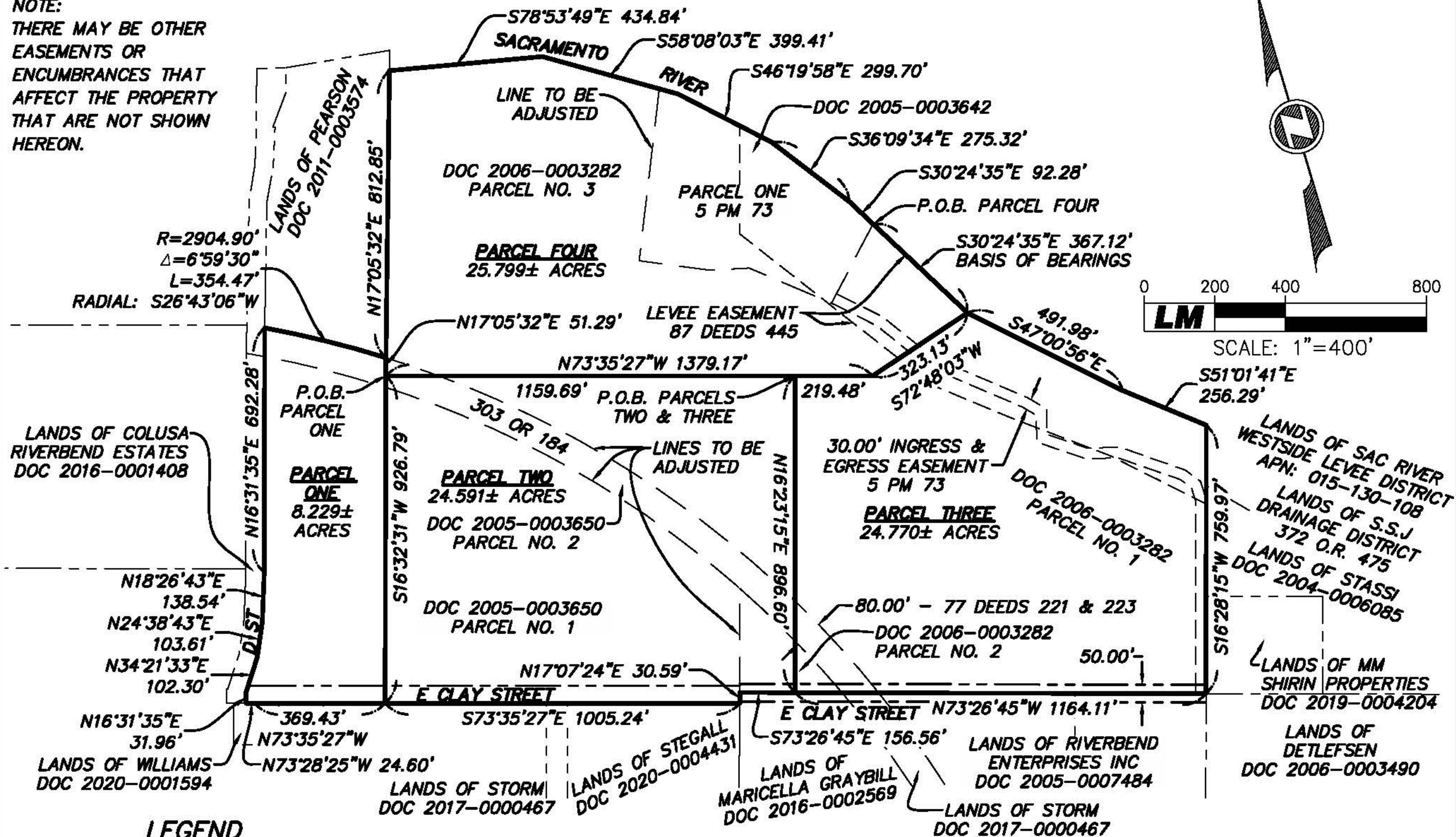




# **JAC INDUSTRIES COLUSA FARMS**



NOTE:  
THERE MAY BE OTHER  
EASEMENTS OR  
ENCUMBRANCES THAT  
AFFECT THE PROPERTY  
THAT ARE NOT SHOWN  
HEREON.



MO devco LLC  
706 Foxglove Cir.  
Winters, CA 95694

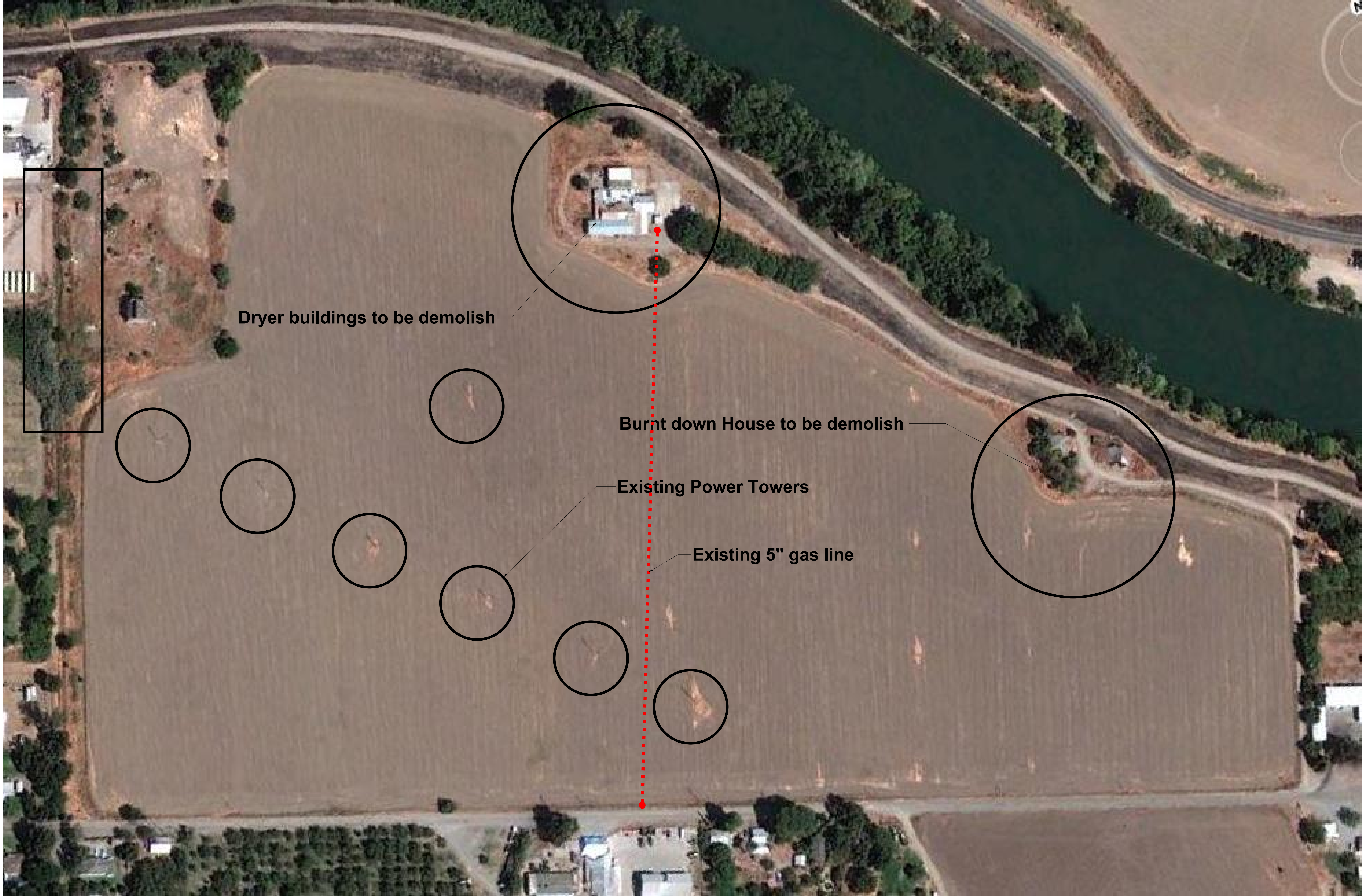
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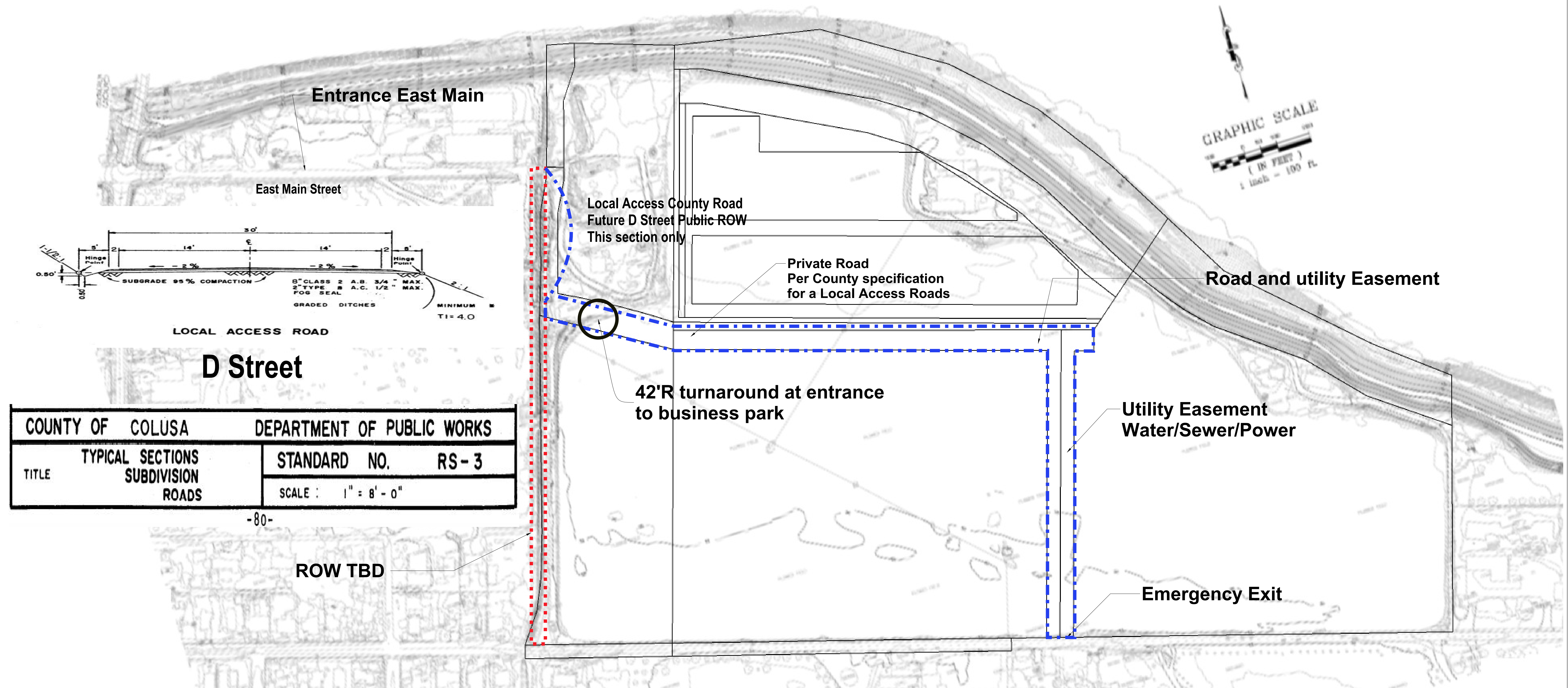
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LOT LINE ADJUSTMENT  
PERIMETER PROPERTY LINE









There is one primary entrance to the JAC Industries project: D Street will extend from East Main Street to the project site. East Main Street will be the main entrance and exit from JAC Industries Business Park for all future employees and deliveries. A right of way will be dedicated for the future D Street that will run north-south connecting both Market Street and East Clay Street.

All roads within the JAC Industries (JAC) Business Park are private roads and will be maintained by the property owners. The project will provide road access for local emergency service that will extend through the project and circulate around the project turning south until intersecting with East Clay. The emergency access road will be maintained by the property owners and will not be open to local traffic.

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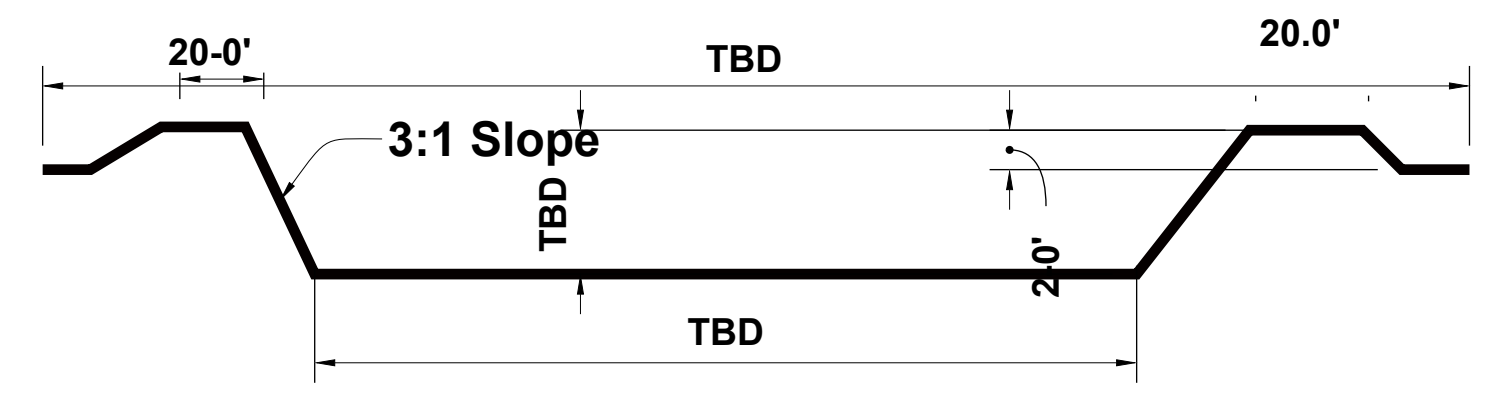
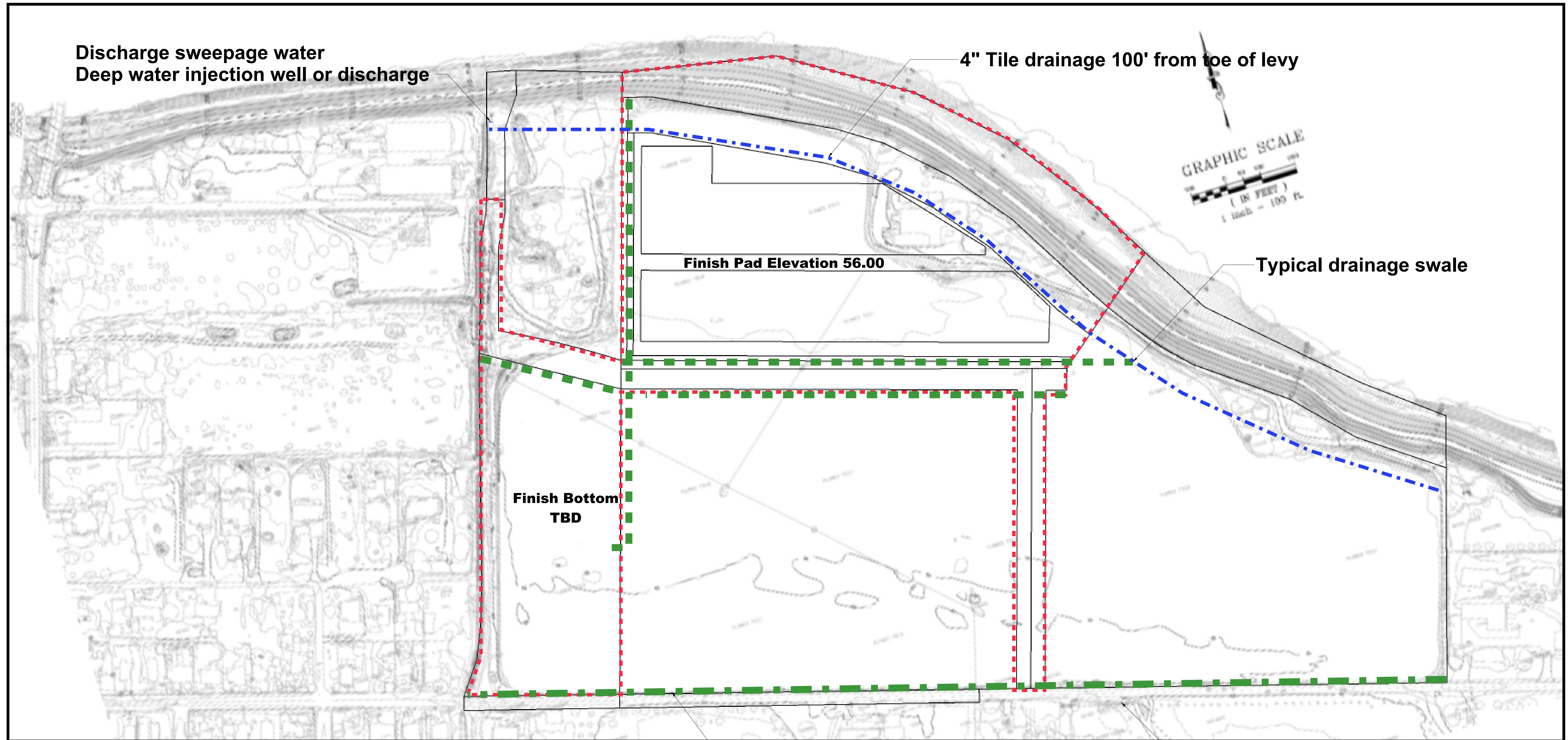
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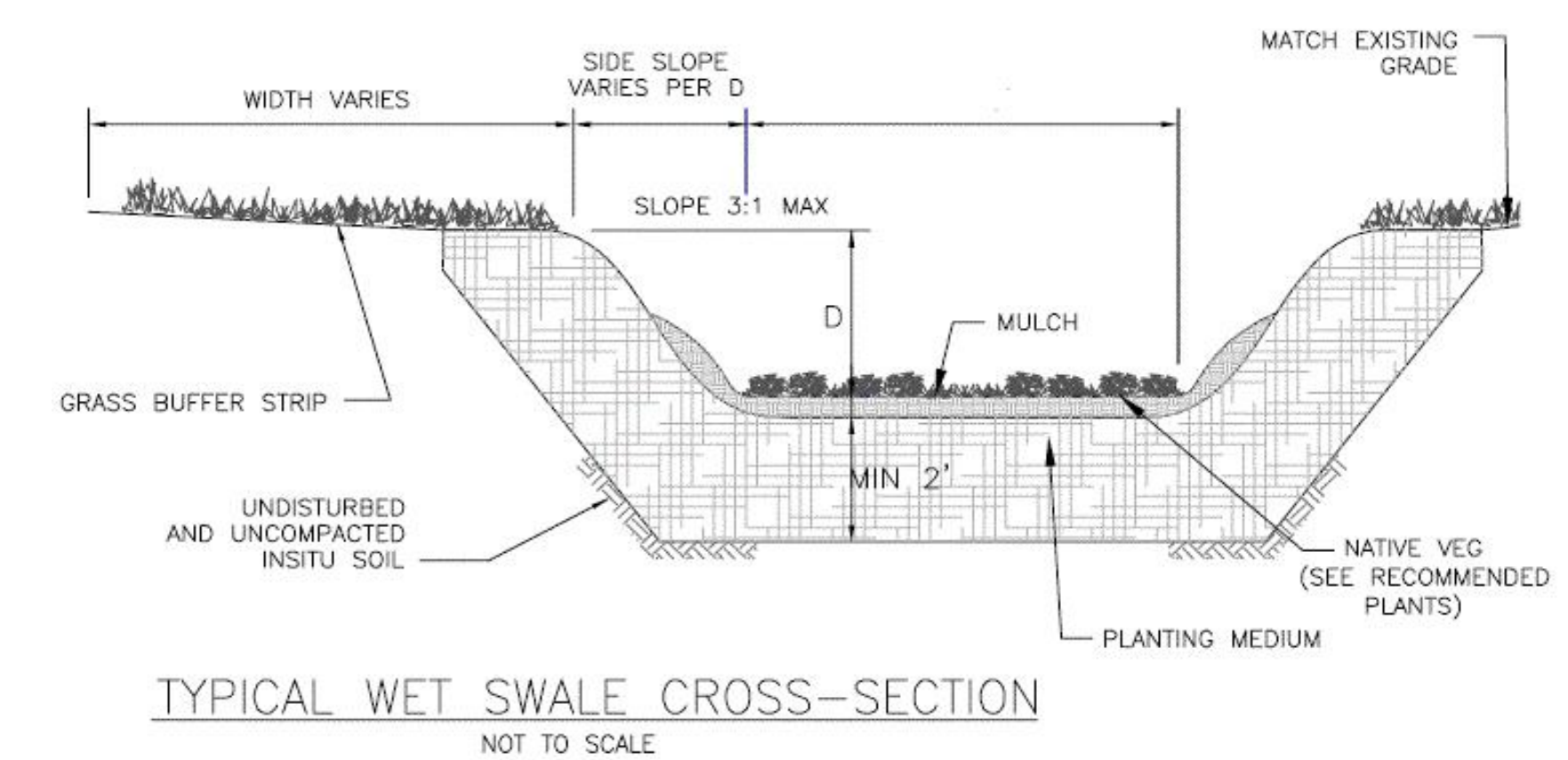
**PROPOSED EASEMENTS**  
**(ROAD & UTILITIES)**





**Cross Section Detention Basin**

The Applicant submitted a project drainage description and a concept off-site drainage routing exhibit depicting alternative proposed locations of interim drainage channels and detention facilities to serve the project plan area. A comprehensive storm drainage plan for the ultimate development buildout and any interim drainage plan serving the entire project area or any portion of the project area associated with phasing of the development improvements shall be prepared by a registered civil engineer and submitted to the City Engineer for approval.







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POWER SYSTEM AND RELOCATION

100% Build Out  
DEMAND LOAD IS 8,238KVA

DEMAND LOAD IN AMPS @ 480V IS 9,921 AMPS

DEMAND LOAD IN AMPS @ 12KV IS 397 AMPS

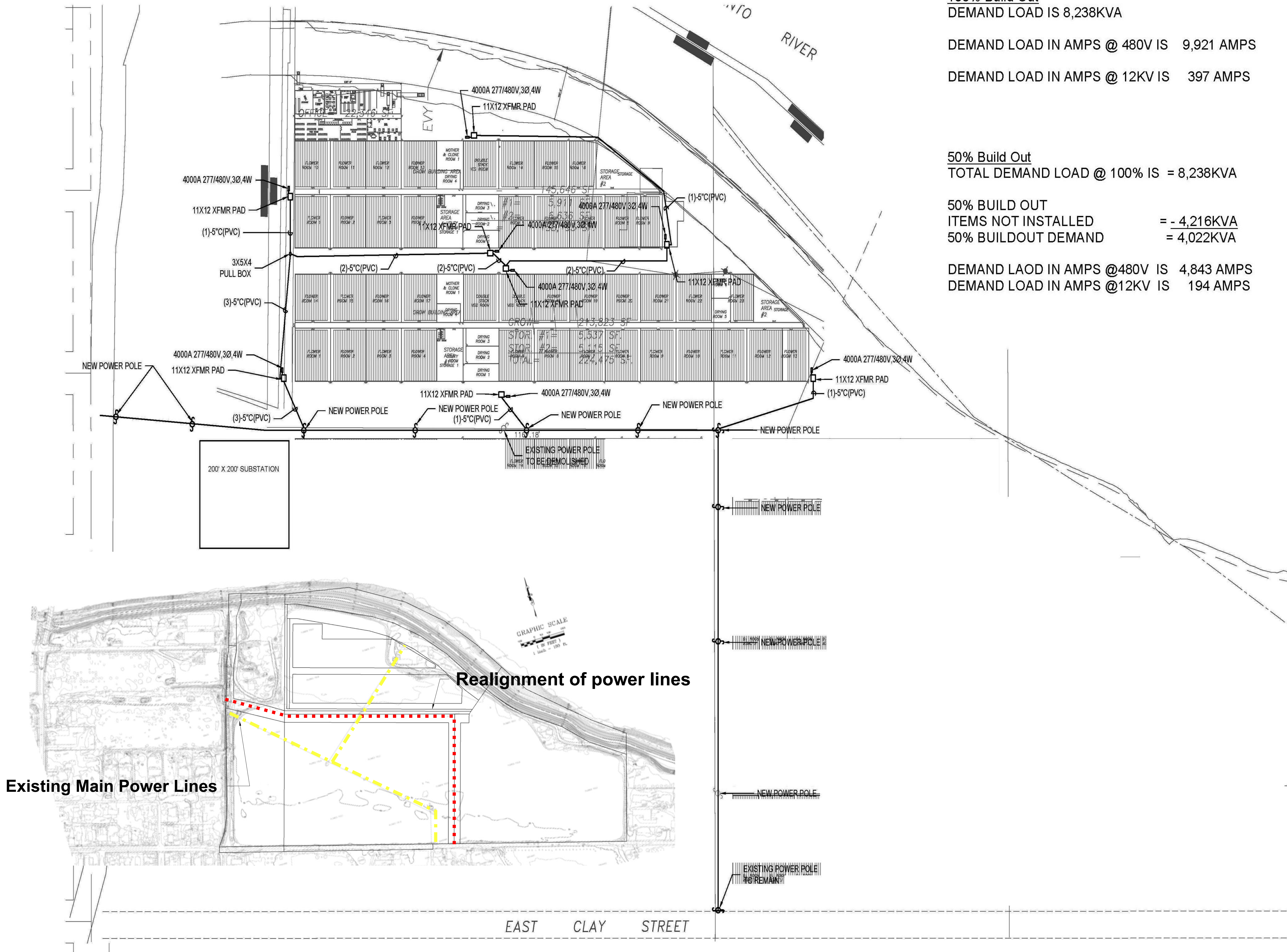
50% Build Out  
TOTAL DEMAND LOAD @ 100% IS = 8,238KVA

50% BUILD OUT  
ITEMS NOT INSTALLED = - 4,216KVA  
50% BUILDOUT DEMAND = 4,022KVA

DEMAND LAOD IN AMPS @480V IS 4,843 AMPS  
DEMAND LOAD IN AMPS @12KV IS 194 AMPS



25061 AVENUE STANFORD SUITE 120  
VALENCIA, CA 91355  
PHONE: (818) 886-2190



Existing Main Power Lines

Realignment of power lines

EAST CLAY STREET

1 SITE PLAN - PHASE 1  
1/64"=1'

REV	DESCRIPTION	DATE
1	PG&E REVIEW	2021-11-12

PROJECT NO.: 21-158  
DATE: 2021-11-12  
SCALE: AS SHOWN  
DRAWN BY: RA  
PROJECT NAME: COLUSA RIVERBEND ESTATES

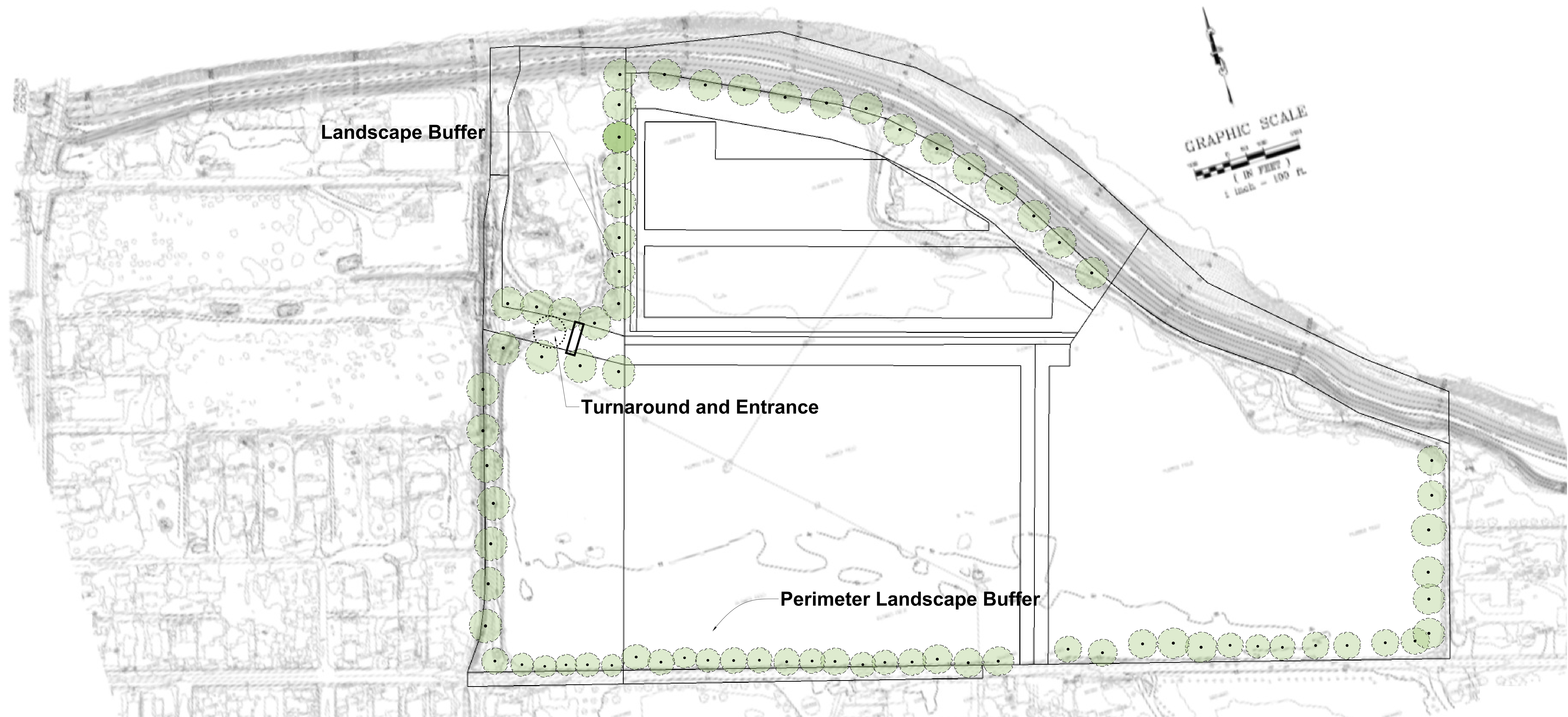
DESCRIPTION:

SHEET  
NUMBER:

FILE NAME:

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Example of Detention Area



Entrance off D Street



Example of Detention Area

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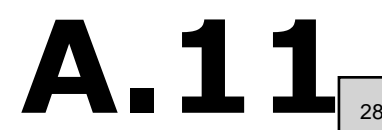
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**LANDSCAPE EXHIBIT**

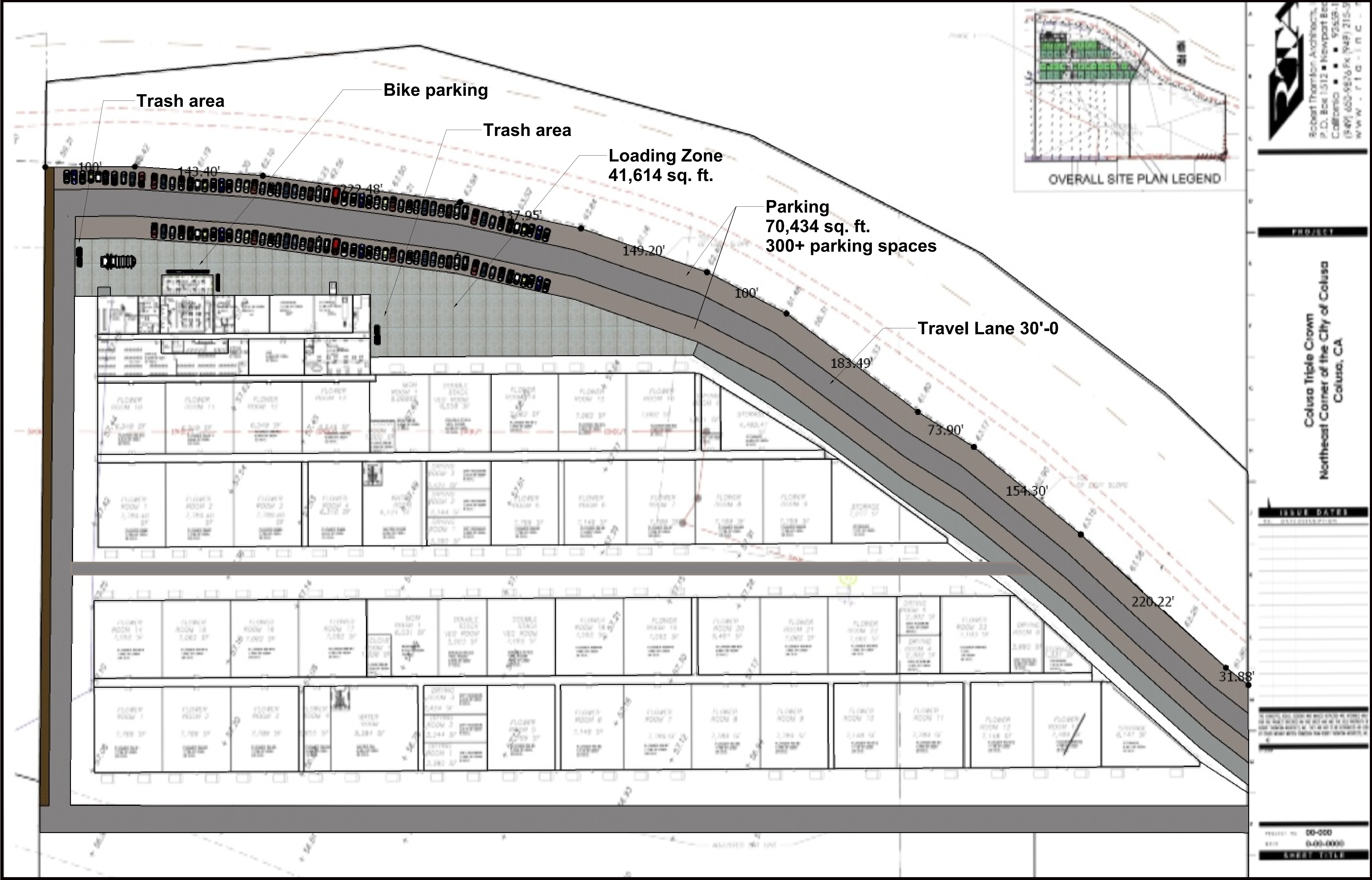












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Parking and Loading Exhibits



Development Standards and permitted uses

Land Use	Permitted	JAC Industries Phase One
Cultivation	P	X
Processing	P	X
Nursery	P	X
Manufacturing	P	x
Research	P	X
Development	P	X
Distribution and sales	P	X
Warehouse	P	X
Administration	P	X
Recycling area	P	X
Loading areas	P	X
Food service	P	x
Minimum Setbacks from the perimeter property lines		
Cultivation	55'	X
Processing	55'	X
Nursery	55'	X
Manufacturing	40'	X
Research	40'	X
Development	40'	X
Distribution and sales	40'	X
Warehouse	40'	X
Administration	40'	X
Recycling area	55'	X
Loading areas	40'	X
Food service	40'	X
No structures are allowed within 100' of the levy toe See Exhibit Map		
Maximum Height		
Cultivation	30'	X
Processing	30'	X
Nursery	30'	X
Manufacturing	45'	X
Research	45'	X
Development	45'	X
Distribution and sales	45'	X
Warehouse	45'	X
Administration	45'	X
Recycling area	30'	x
Loading areas	30'	X
Food service	45'	X

Site Coverage Maximum		JAC Industries Phase One	
Cultivation	22.00%	7.64%	
Processing	5.00%	0.16%	
Nursery	10.00%	0.82%	
Manufacturing	12.00%	0.07%	
Research	12.00%	0.12%	
Development	12.00%	0.02%	
Distribution and sales	11.00%	0.08%	
Warehouse	11.00%	0.16%	
Administration	3.00%	0.06%	
Recycling area	10.00%	0.12%	
Loading areas	10.00%	0.55%	
Food service	2.00%	0.14%	
Interior setbacks between buildings			
Cultivation	25'	X	
Processing	25'	X	
Nursery	25'	X	
Manufacturing	25'	X	
Research	25'	X	
Development	25'	X	
Distribution and sales	25'	X	
Warehouse	25'	X	
Administration	25'	X	
Recycling area	25'	X	
Loading areas	25'	X	
Food service	25'	X	
Standards for roadways			
Type	Roadway		Sidewalk
		Landscape	
	Lanes	ROW	Median
D street/ County	2	54	no
Market Street on site	2	64'	no
Project Emergency access	2	26'	no
Project Service roads	2	24'	no
See Exhibit Map			
Landscape Standards			
Approved Street Trees and drought tolerant plants			
Perimeter Landscape	Yes	X	
Detention Area	Yes	X	
Interior Landscaping will be limited if any.	No	X	
See Exhibit Map			

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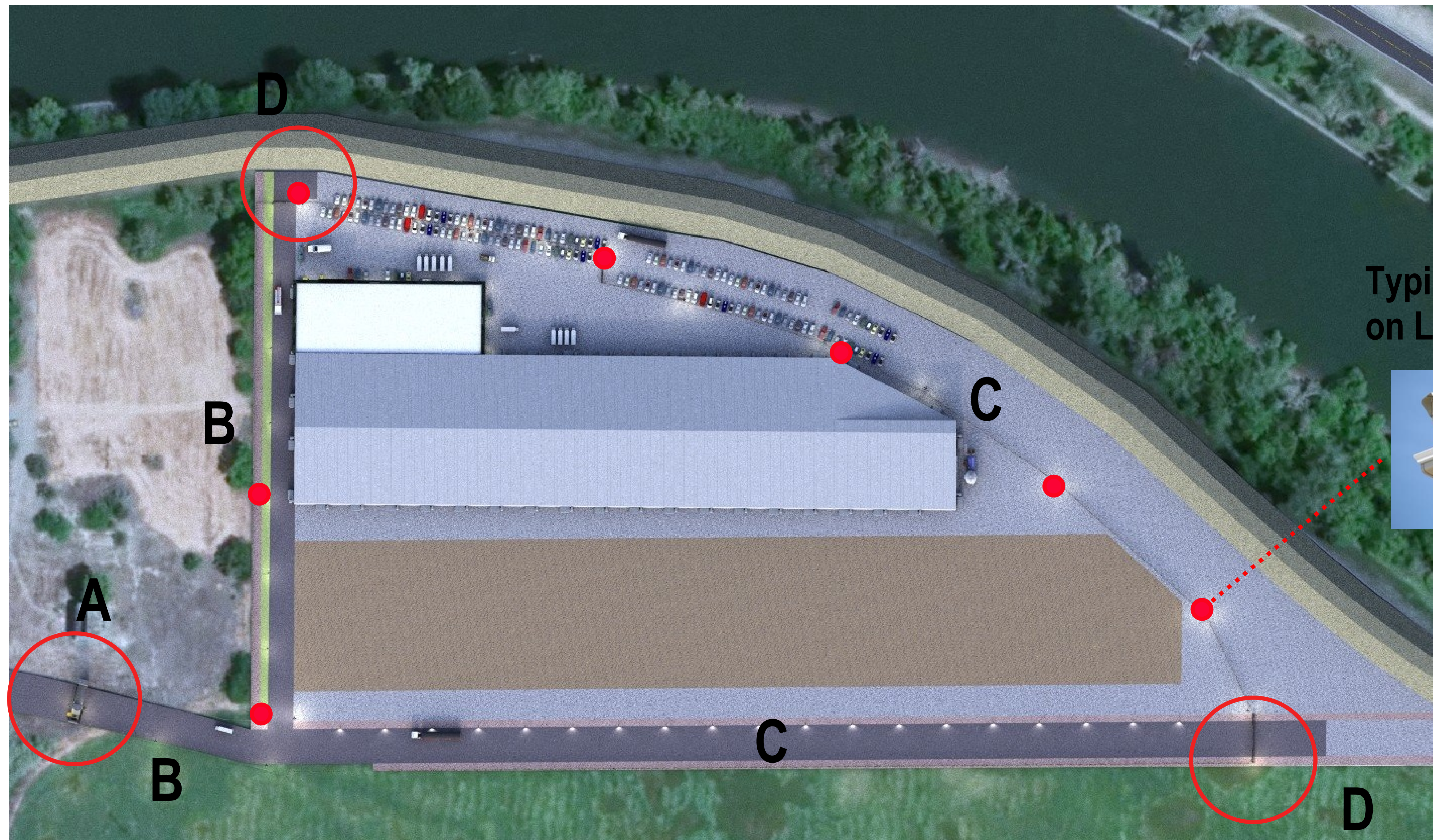
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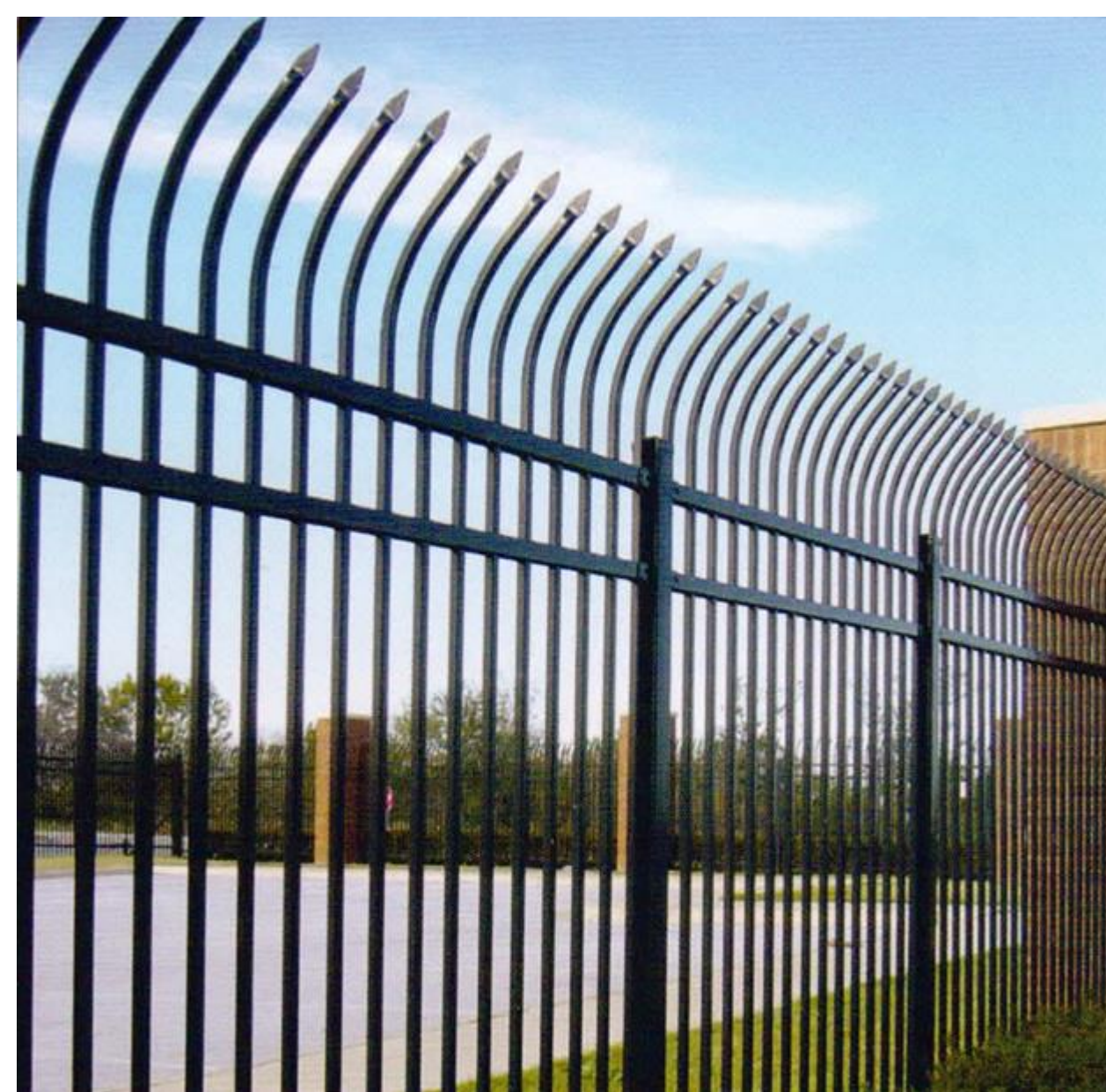
Fencing and gate system



Typical Camera on  
on Light Posts



Main Gate A



Perimeter Fence Type B

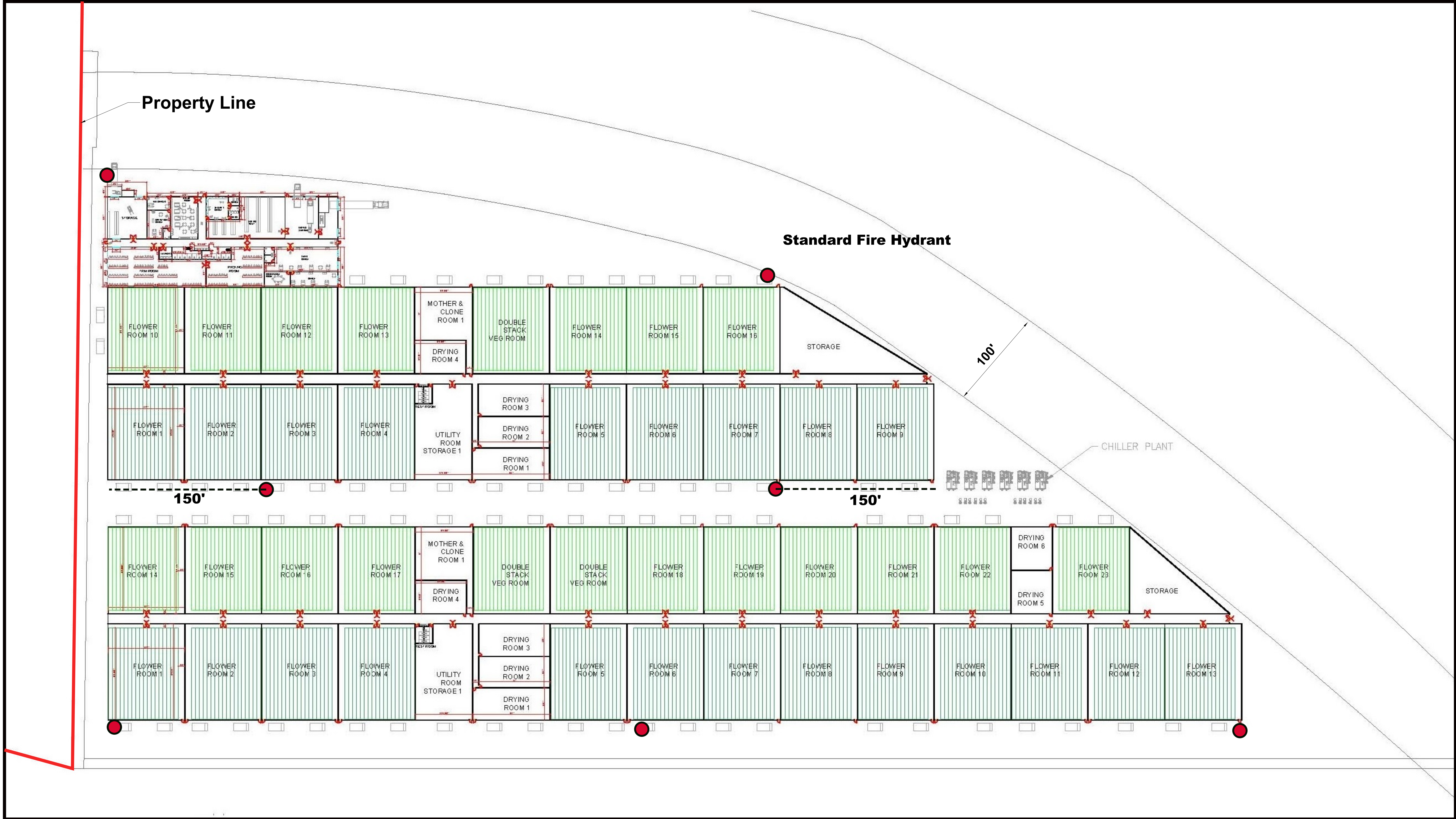


Perimeter Fence Type C



Exit Gates Type D





JAC Industries  
Colusa Farms

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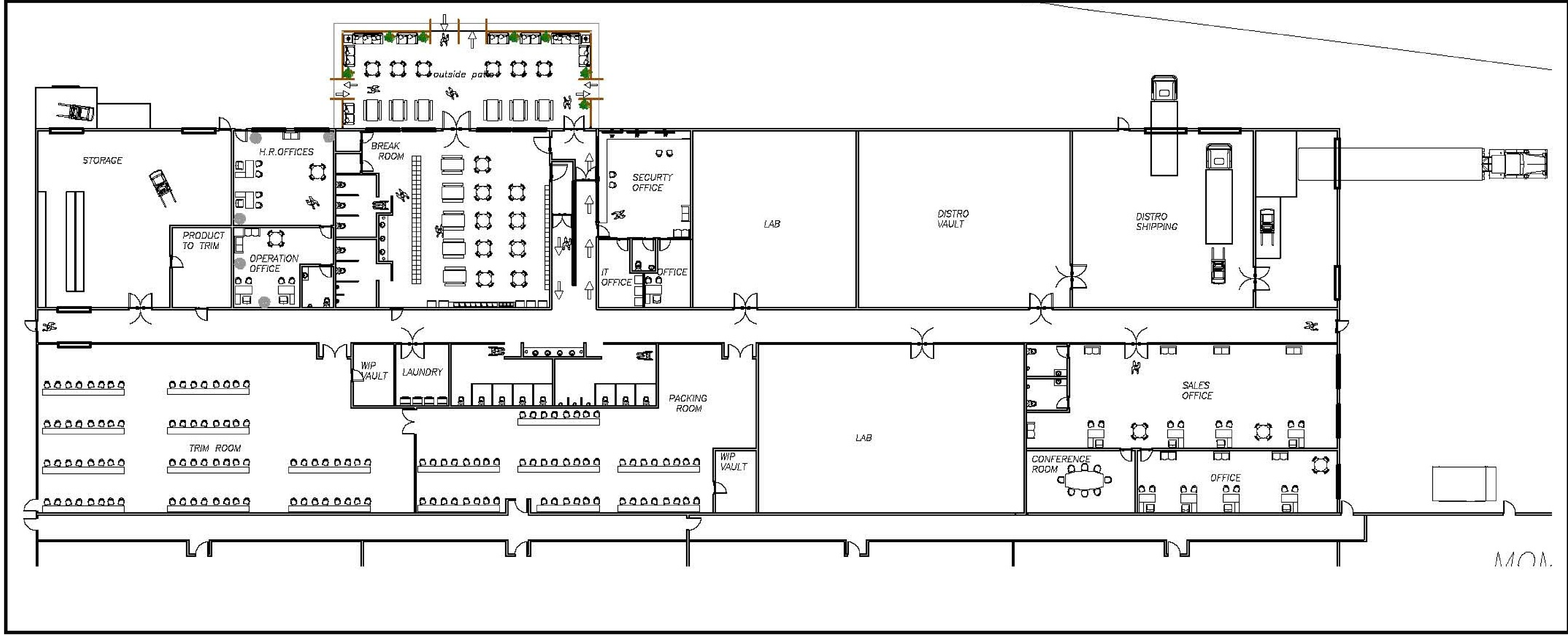
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Phase One build out





**Administration, Warehouse  
Processing etc.**

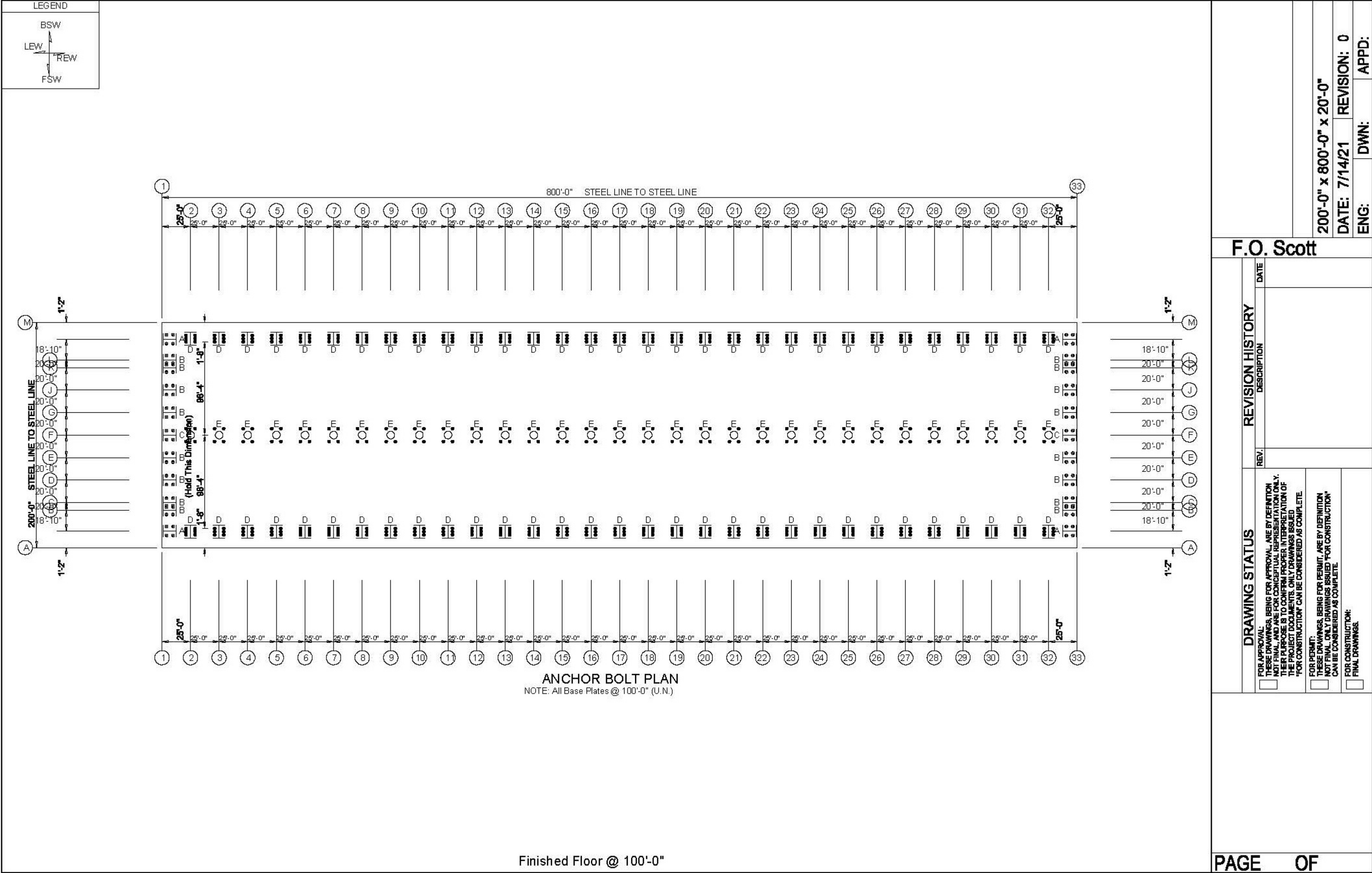
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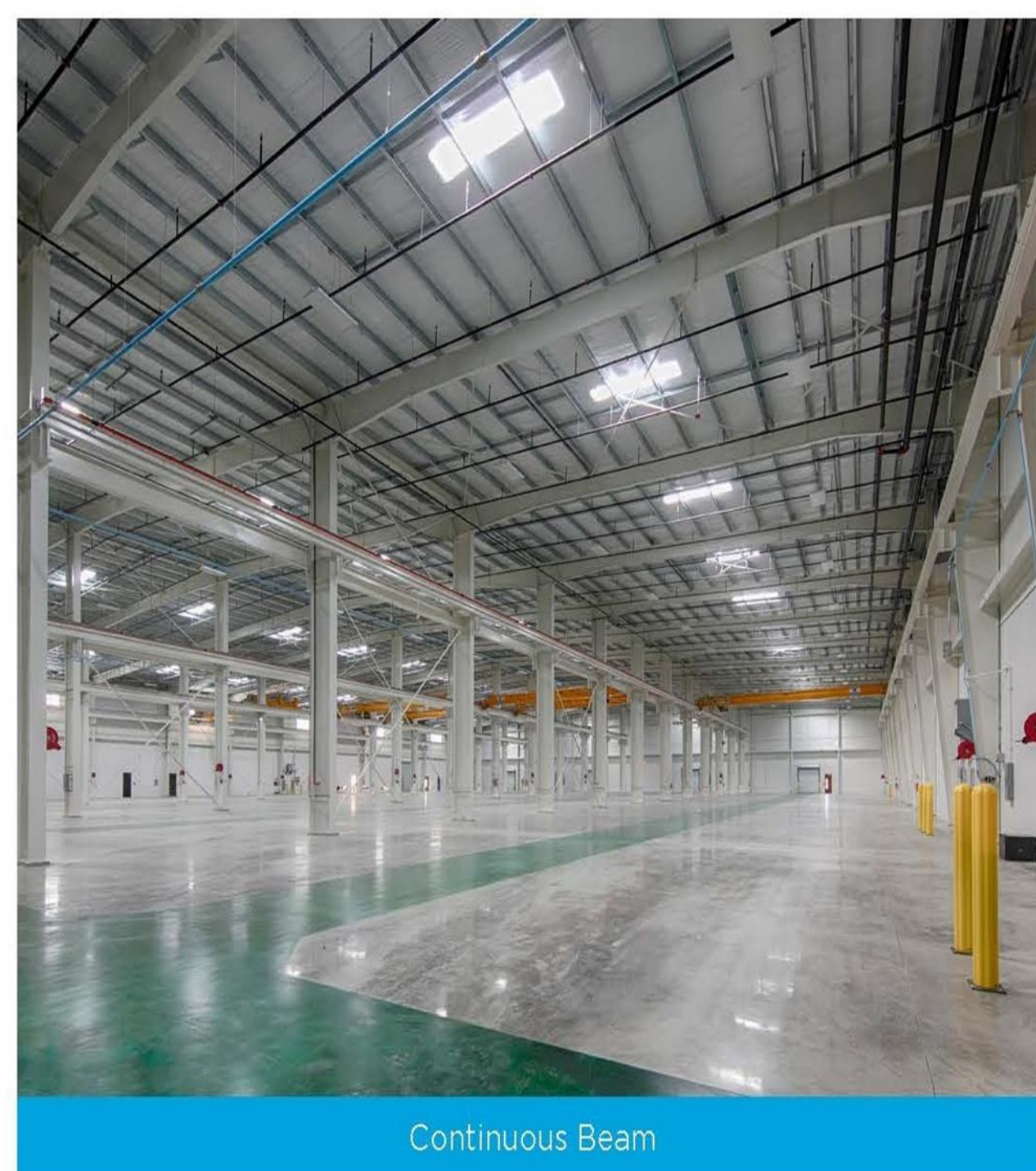
## PRIMARY FRAMING SOLUTIONS

VP frames are custom-designed for your project. All frames can be specified to support load and code requirements as well as for use with non-load-bearing conventional walls.

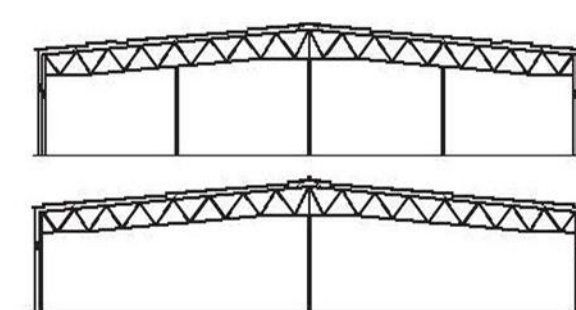
### Features

Primary framing solutions come in multiple configurations to meet stringent requirements.

- **Continuous Truss:** Open web design offering construction



Continuous Beam



Continuous Truss

### Benefits

- **Continuous Truss:** HVAC ducts, wiring, sprinkler systems, and lighting can be incorporated through the trusses to maximize clearance beneath the rafter.

### Continuous Truss

- Frames can be designed for center ridge, off-center or single slope.
- Roof pitch can be as low as 1/4:12.
- With Continuous Truss frames, virtually any width or eave height and interior clearance can be achieved.

## IMPRESSACLAD™ WALL PANEL

Embossed surface helps with local code restrictions.

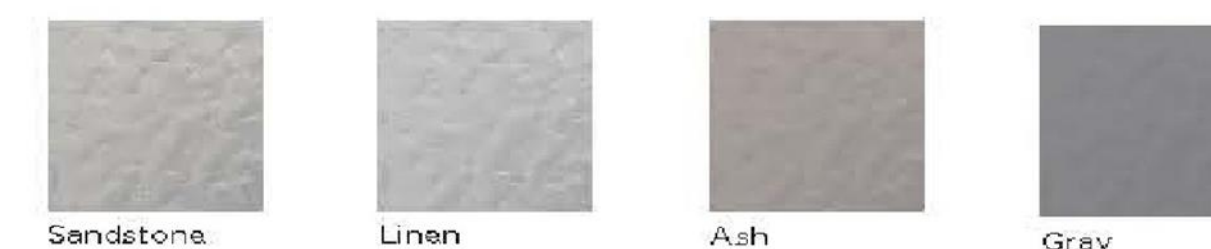
### Features

- 16" wide coverage; lengths up to 32'
- Heavy 20 gauge embossed steel panel
- Concealed fastener system
- 30 year warranty
- Tongue and groove fit



Each ImpressaClad panel is manufactured from sturdy 20-gauge galvanized steel. Panel width installed is 16". Both top and bottom of every panel has a 5/8" fold back. Stacking trim allows panels to rest end-to-end for installation up a vertical wall, allowing for taller elevation applications. Panel lengths range from 14" to 32'. ImpressaClad panels are backed by a 30-year warranty.

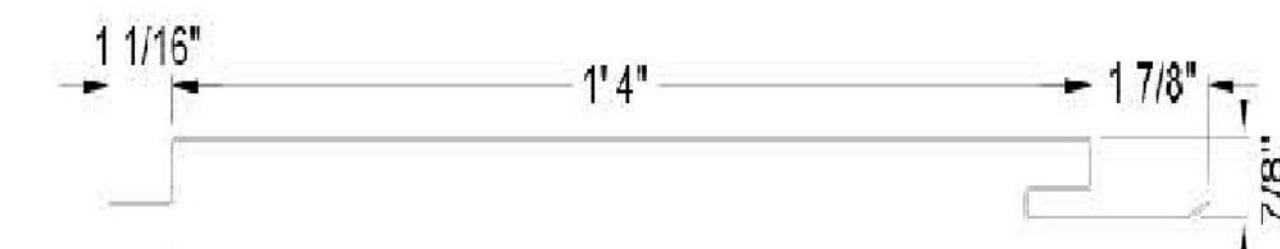
The panels are available in 4 standard Kynar colors (custom colors available). Kynar paint finishes are respected for their durability, resistance and color retention. The swatches shown below are an approximation of actual paint colors. Variations may occur between sample materials and finished product. For actual paint color, ask for a painted metal chip.



### Benefits

- Interlocking panel and concealed fasteners provide secure installation
- Embossed surface provides attractive architectural appearance
- Lightweight and stackable, ideal for applications up to six stories
- Works great as a soffit panel
- Can be installed over hat channels to achieve thicker insulation and higher R-values

### ImpressaClad Panel Profile



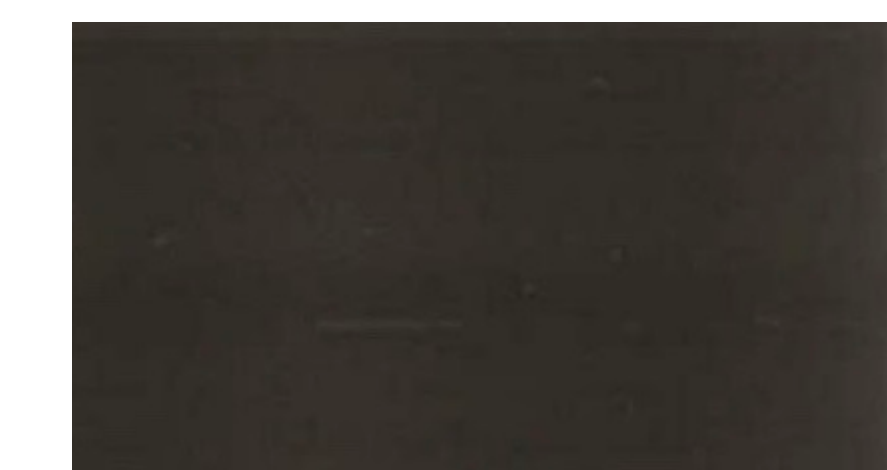
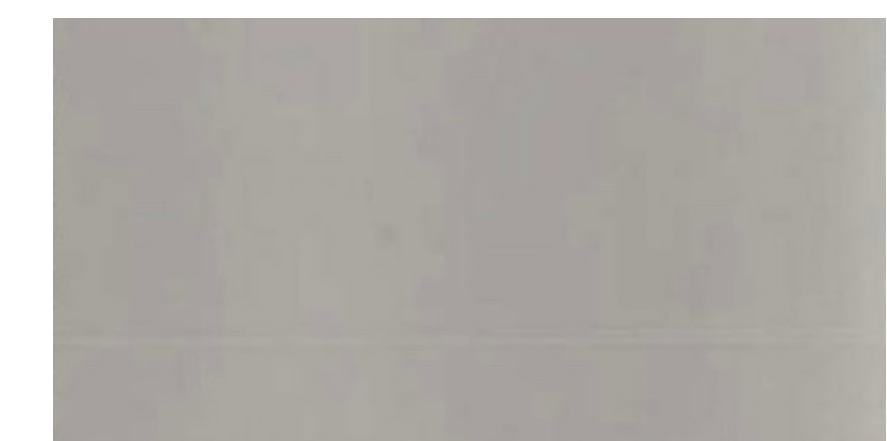
VARCO PRUDEN™

Siding Color Ash Gray

Accent Colors

Evergreen

Burnished Slate



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Product Information  
Framing and Siding



## SSR™ STANDING SEAM ROOF

### Features

- Roof slopes as low as ¼":12"
- Panels offer 24" coverage with 3" high trapezoidal ribs
- Available in 24 ga. standard thickness; 22 ga. optional
- Available in acrylic coated Galvalume® coated sheet steel or KXL cool colors
- Exclusive ridge cap and clip design allow for thermal movement
- 360° seam creates weathertight seal
- Panels meet UL 90 and FM Class 1 ratings, ESR-2527 and Florida approvals



### Benefits

- Economical roof system
- Unique ridge and clip design delivers long-term weathertightness
- The panels are mechanically seamed to a full 360° interlock to form an effective single membrane
- Designed for reliable performance backed by a 25-year finish warranty
- Available in cool colors for improved energy efficiency



VARCO PRUDEN™

## Roof Color Arctic White

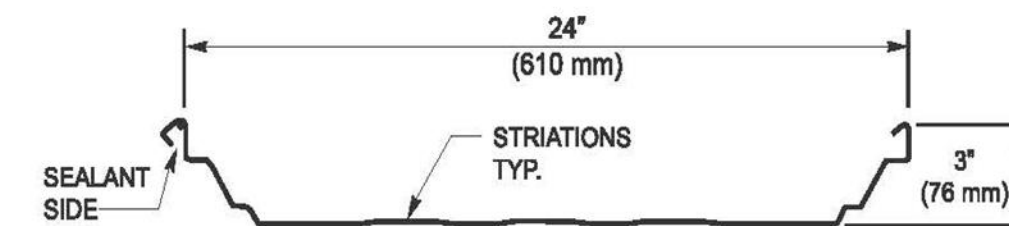


## LONG-TERM, LOW MAINTENANCE, WEATHERTIGHT PERFORMANCE

VP's SSR™ Standing Seam Roof offers economical construction and superior performance backed by an available 20-year weathertightness warranty.

Made from sturdy Galvalume® coated sheet steel, SSR panels come standard in 24-gauge, with 22-gauge optional. Finish options include acrylic coated Galvalume® or KXL paint. See VP's Standard Wall & Roof Colors (#6021) for KXL selections. Standard roof pitches range from ¼":12" up to 4":12" or greater to achieve the desired roof slope.

SSR ROOF PROFILE



VP's Standard and Heavy Roof Clips are available in four heights: 3½", 4", 4½", and 5" tall.



**VARCO PRUDEN BUILDINGS** | 3200 Players Club Circle  
Memphis, TN 38125 | 901-748-8000 | [www.varcopruden.com](http://www.varcopruden.com)



SSR panels are factory-formed and field-machine seamed in place yielding a single unit membrane. The patented SSR ridge system is efficiently installed requiring only one weather-sealed joint. The special clips used to attach SSR panels to structural members are designed to allow panel movement up to 1-5/8" in either direction to compensate for thermal effects. VP's concealed clips minimize the need for through-the-roof fasteners.

Varco Pruden Buildings meets the highest standards and certifications in the industry, including ESR-2527 & Florida approvals. UL Class 90 rating for wind uplift and FM Class 1-60, 1-90 and 1-105 ratings are available for most applications.

SSR panels can accommodate up to 9" of faced fiberglass blanket insulation for high levels of energy efficiency. For greater thermal performance, VP's ThermalLift™ system allows up to 15" of combined thermal block and insulation. Panels are available in lengths up to 60 feet, which minimizes requirements for end laps. SSR's innovative ridge system and unique panel design provides a long-lasting, weather-resistant roof.

• Kynar 500® is a registered trademark of Arkema.  
• Hylar 5000® is a registered trademark of Solvay Solexis.  
• Galvalume® is a registered trademark of BIEC International, Inc.

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**Product Information**  
**Roofing**





1 PROPOSED GROUND FLOOR 



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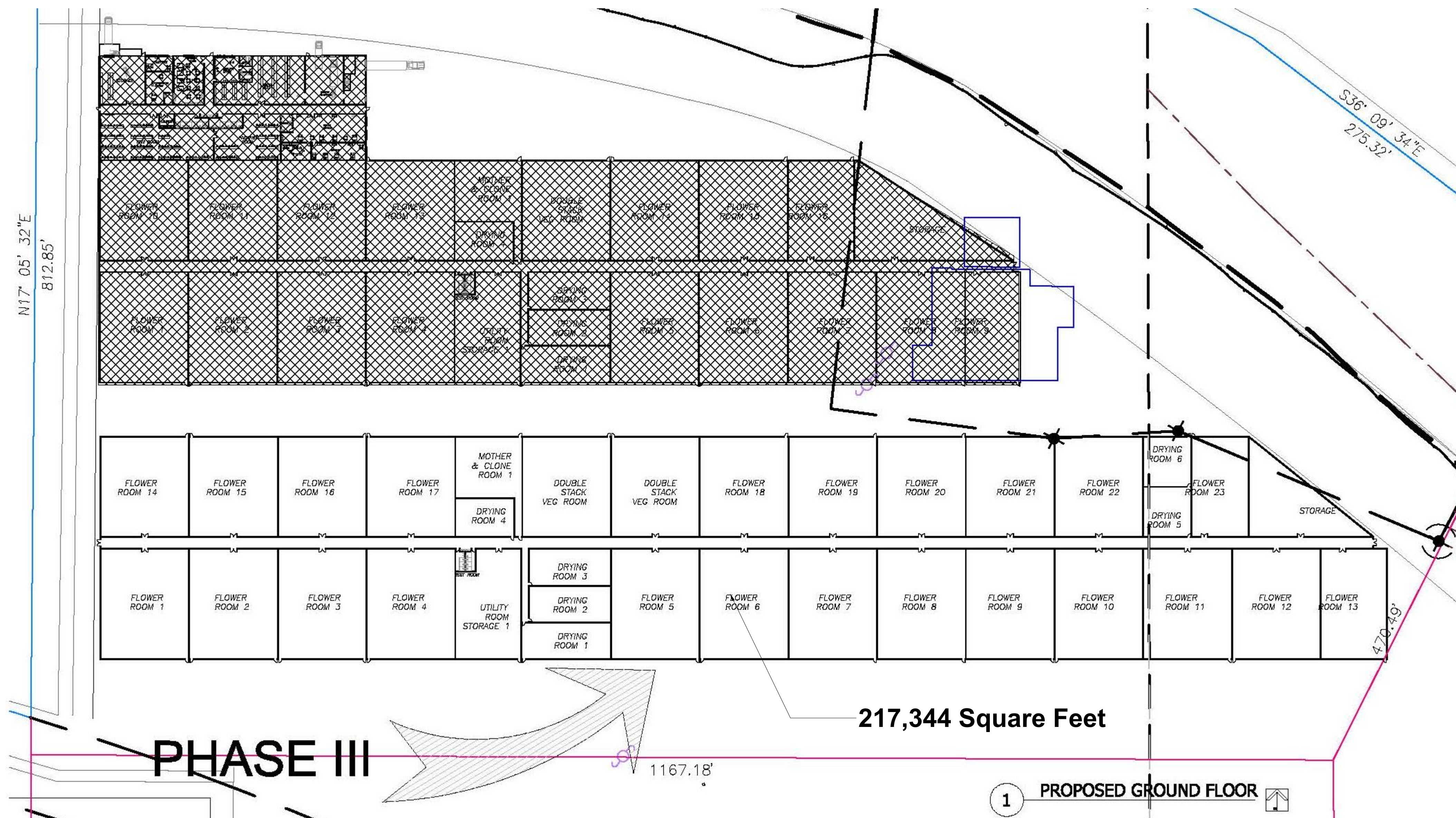
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## Proposed Phasing Plan

A.20 37







### Greenhouse Light Deprivation: Pros

- Energy Efficient when Sun is Available
- Quality Product when Sun is Available

### Greenhouse Light Deprivation: Cons

- Upfront Cost
- Power Availability
- Consistent Product
- Longevity In Cultivation Equipment
- Inefficient Climate and Environment Control.
- Inefficient Sent Control
- Inconsistency in Crops
- Inconsistent work Environment
- Inconstiant ROI, Taxes, etc...
- Water Consumption Inconsistent



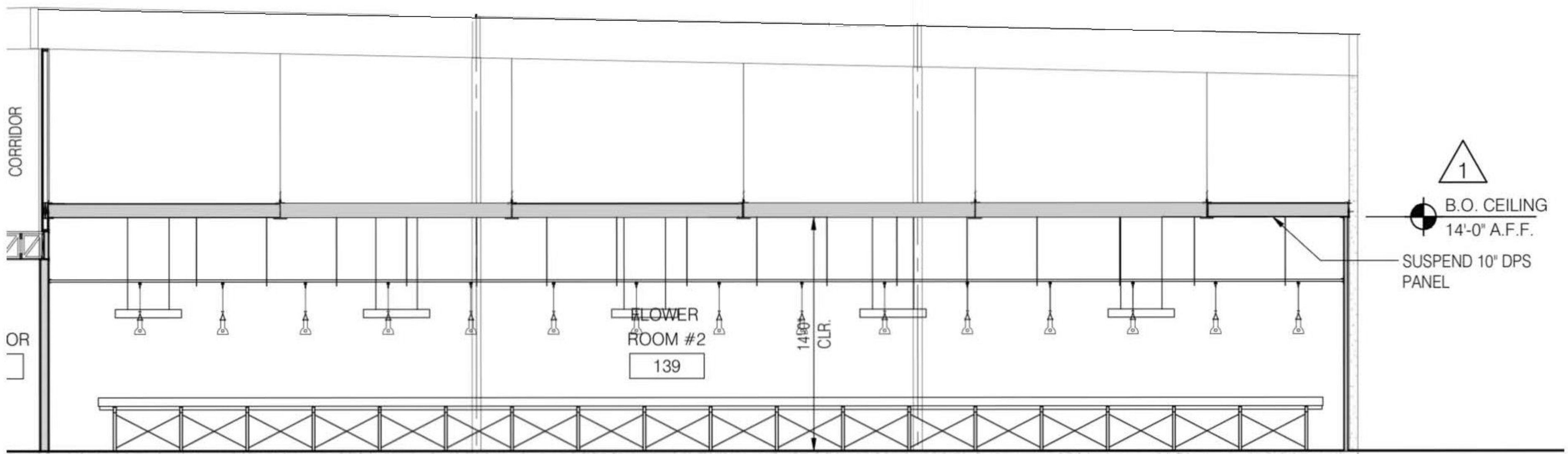
## Sealed Indoor Cultivation Room vs. Greenhouse Light Deprivation

### Sealed Indoor Cultivation: Pros

- Fully Sealed Climate/Environment Control
- R-Value Efficiency in walls and ceiling for Balanced Environment over Time
- Greater control of Air-born and Carrier transmittal of Microns and Pests
- Sealed Walls and Ceilings Mitigates Environmental Sent Escape
- Superior Product Quality
- Energy Efficient upon Climate Set Point Achievement
- Consistency in crops = Consistency with ROI, Taxes, etc..
- Longevity in Cultivation Equipment
- Safer and Consistent work Environment
- Precision Watering for Efficiency

### Sealed Indoor Cultivation: Cons

- Upfront Cost
- Material Availability
- Power Availability



Summarizing the comparison, Greenhouse light deprivation requires the same power for cultivation lights as well as HVAC tonnage do to the simple fact that when the sun is not out you must compensate. This is a Dollar for Dollar cost. The indoor sealed cultivation R rated panel system is cheaper than glazing as well as controllable. The glazing in a greenhouse requires automatic shades that blackout or retract depending on sunlight conditions. This is an enormous cost and inefficient when comes to light leaks or R value, not to mention the ability to control sent. Greenhouses are not sealed efficiently in or out, so if conditioned air can leak out that means pests and microns can get interior. All of this posses major problems for consistent quality product which is tested at the high level.

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**Typical Cultivation Unit**





South East View



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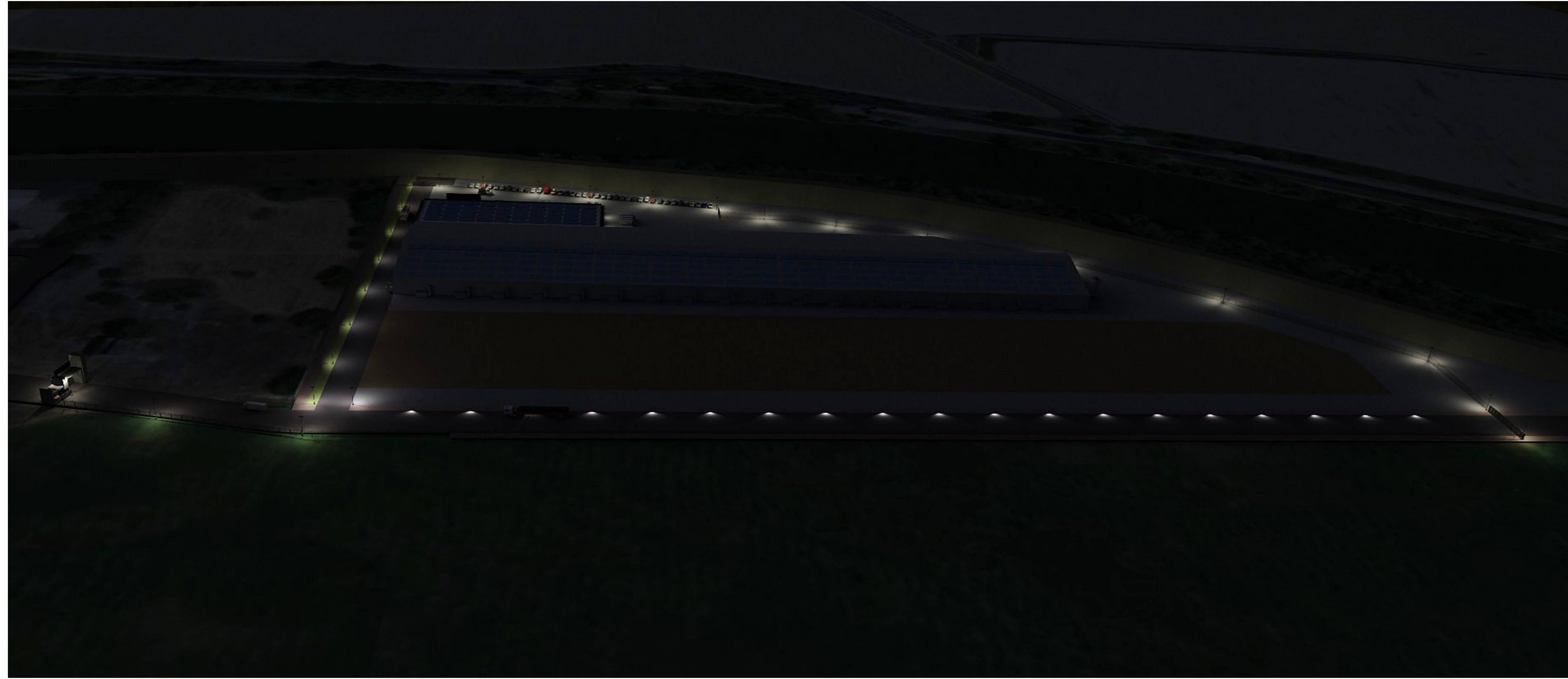
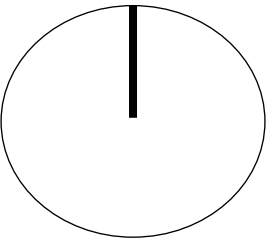
Light studies





North View

north



North View  
Dust

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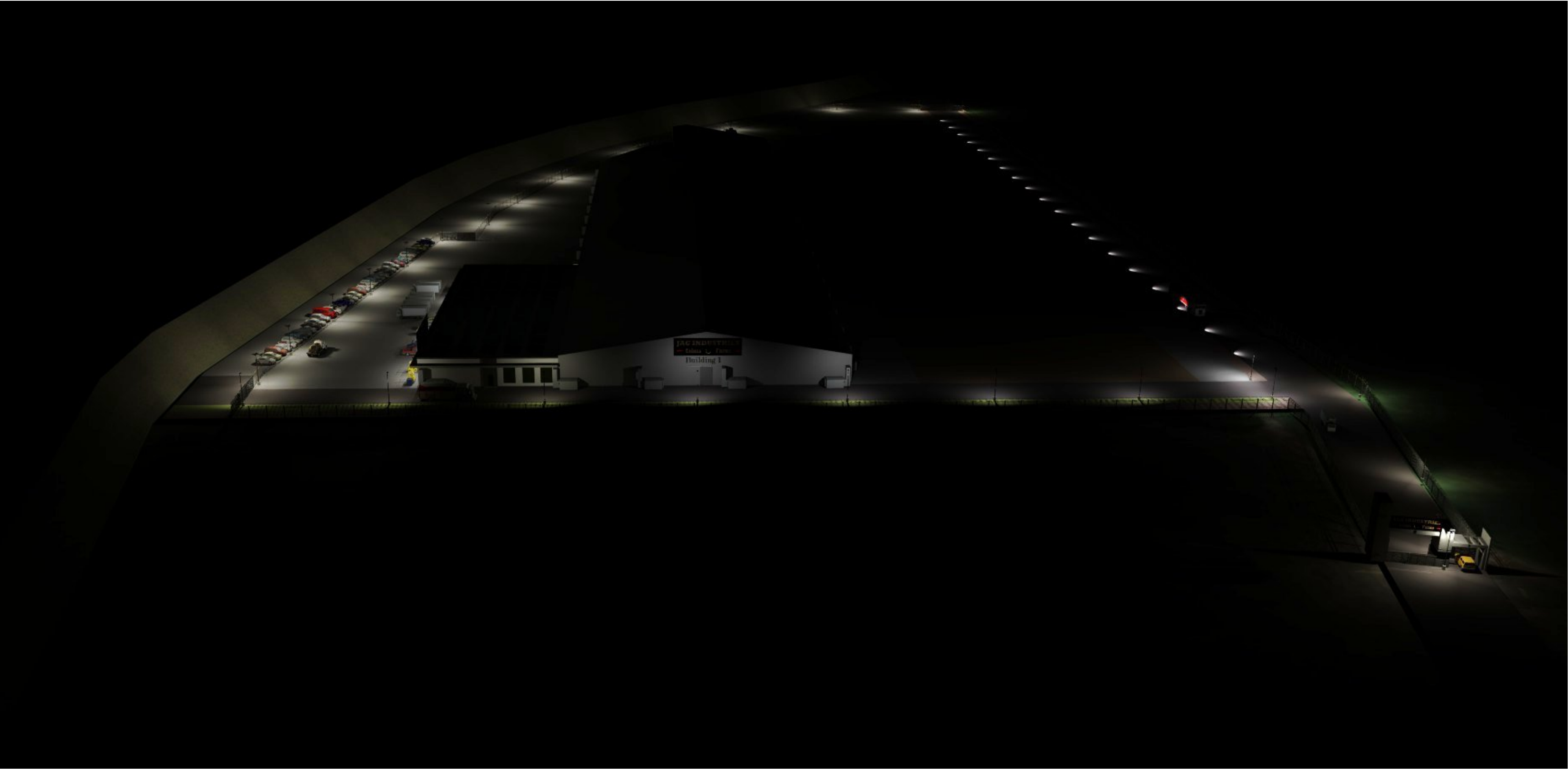
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**Aerial Perspective  
North View**

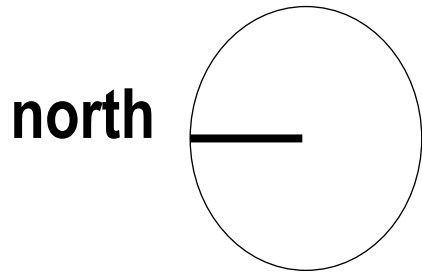




East View



East View  
Night



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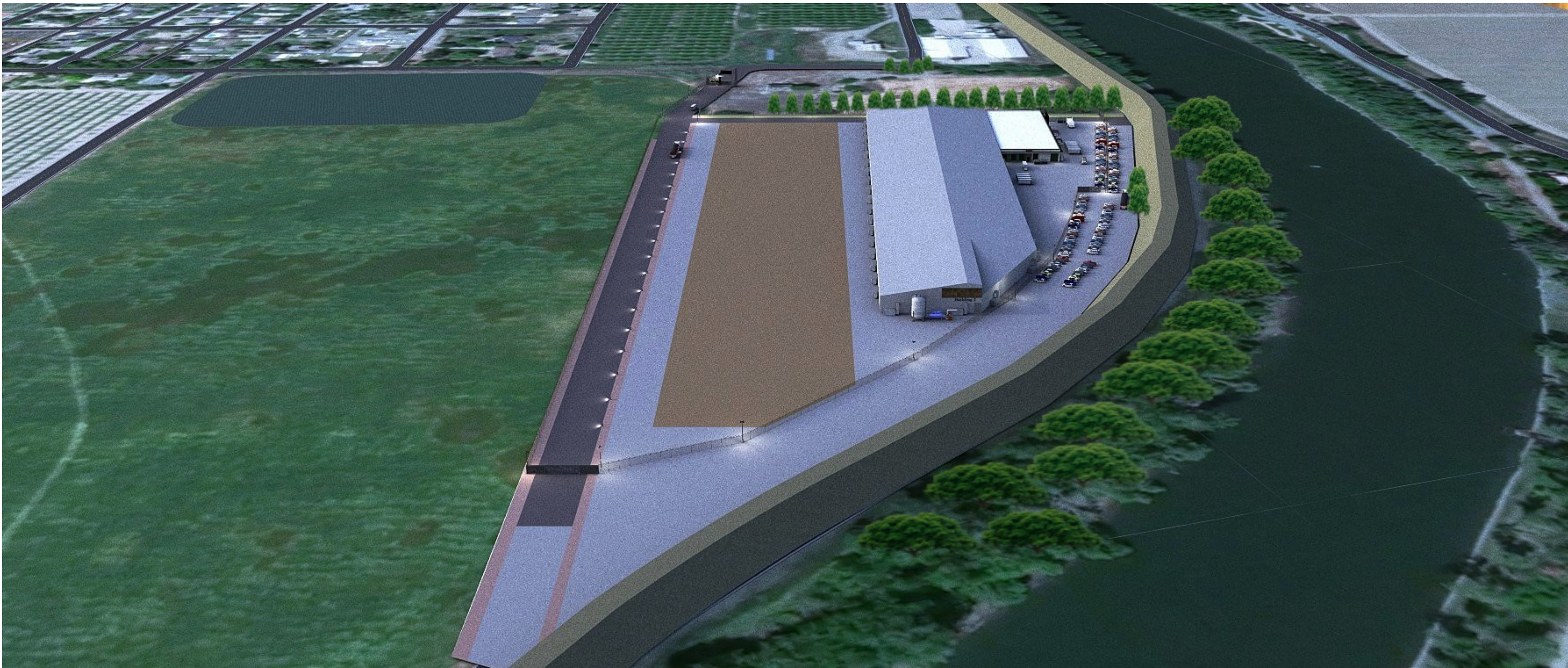
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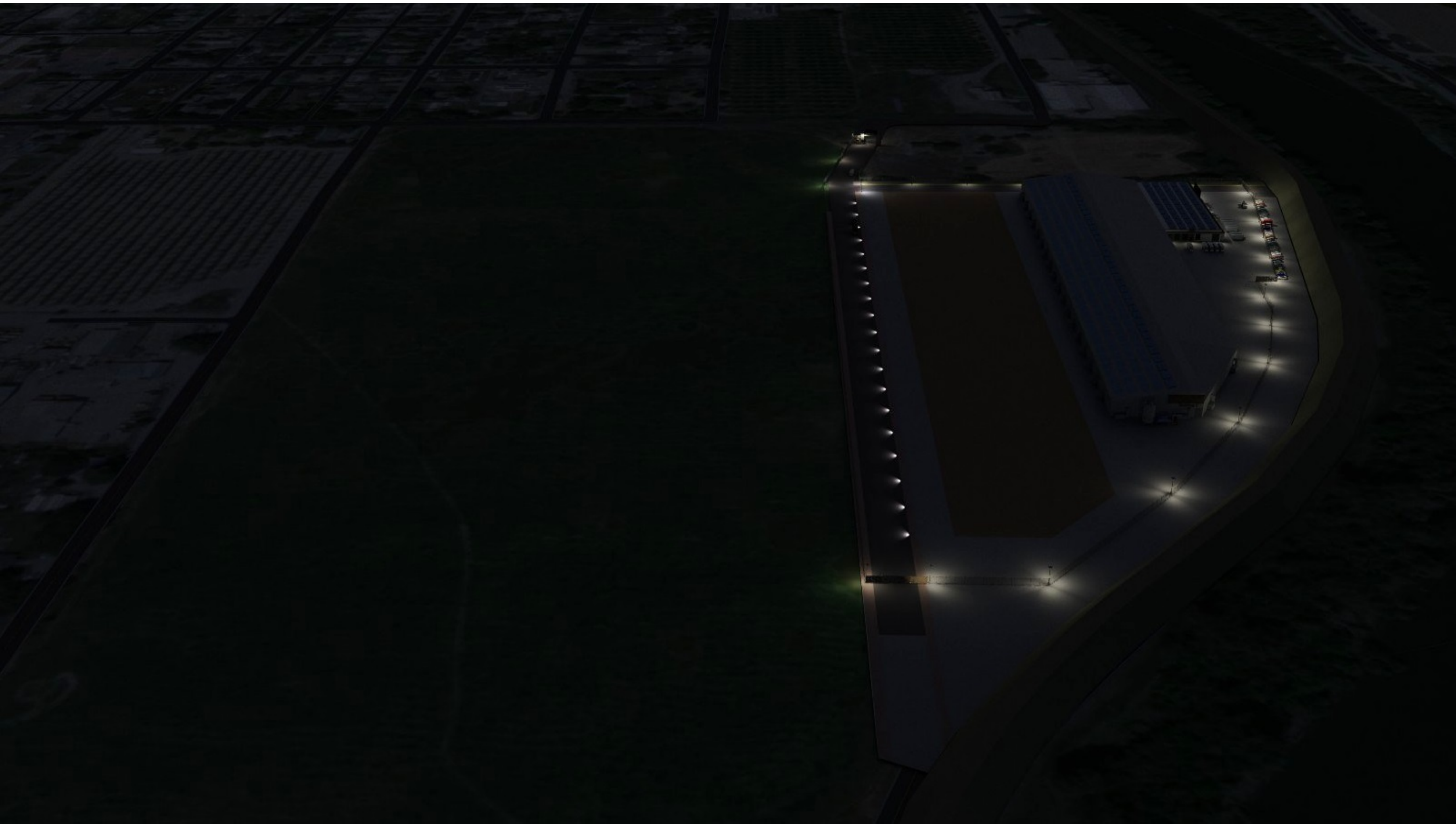
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**Aerial Perspective  
East View**

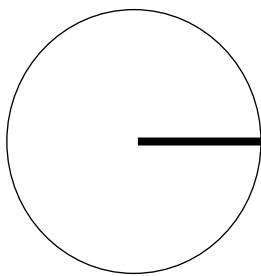




West View



West View  
Dust



north

**Aerial Perspective  
West View**

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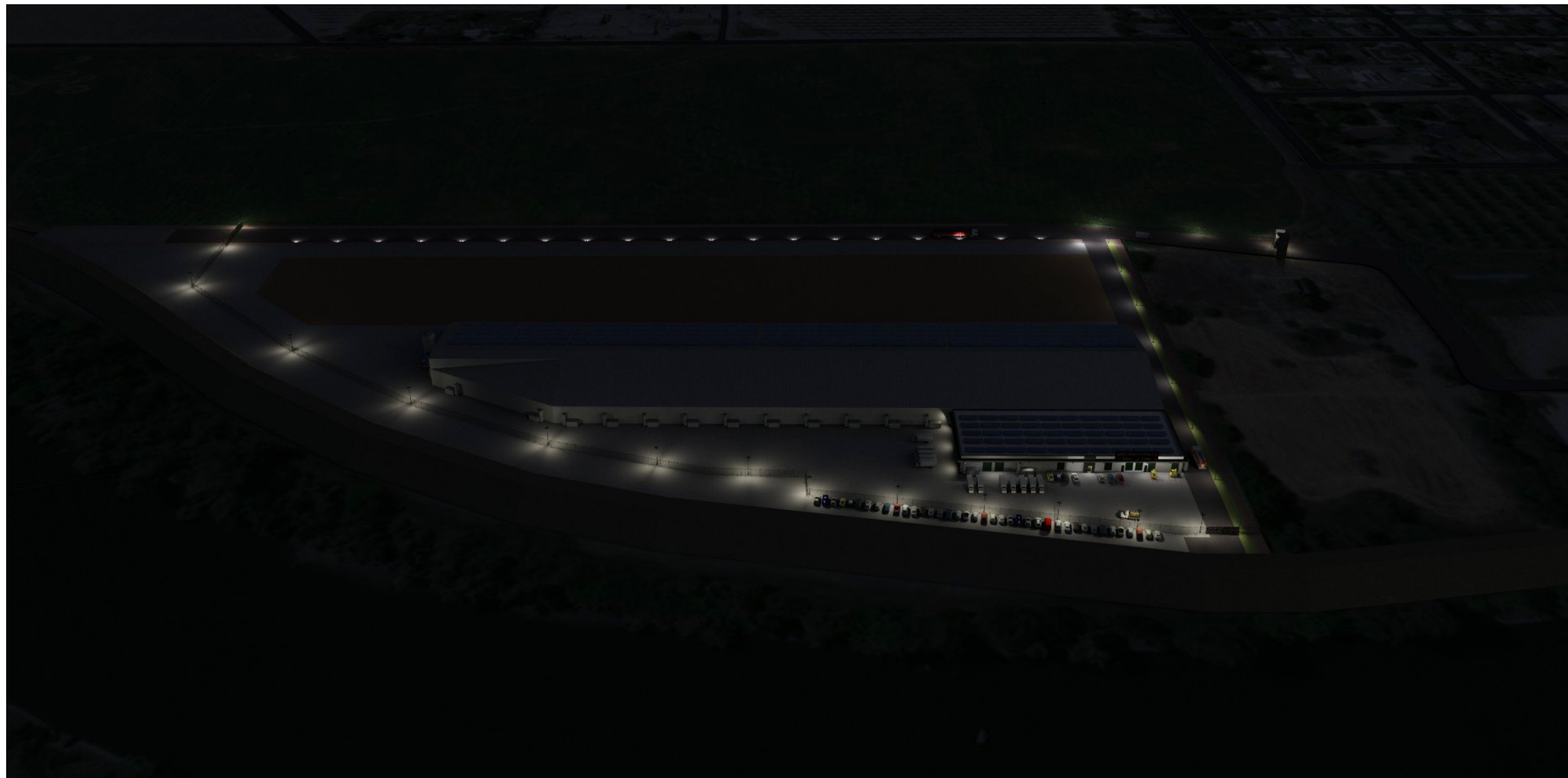
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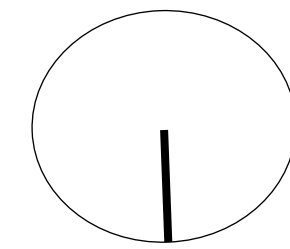




South View



South View  
Dust



north

**MO devco LLC**  
706 Foxglove Cir.  
Winters, CA 95694

**CLIENT**  
JAC INDUSTRIES  
PO Box 1267  
Sunset Beach, CA 95694

**PROJECT NAME**  
JAC INDUSTRIES  
**PROJECT NO.**  
001-2021

**ISSUE**  
<11/9/2021>  
**DRAWN BY**  
MSO

**Aerial Perspective  
South View**



## RESOLUTION NO. 2022-

**A RESOLUTION OF THE COLUSA PLANNING COMMISSION  
RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF COLUSA  
ADOPT AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT  
BY AND BETWEEN THE CITY OF COLUSA  
AND COLUSA RIVERBEND ESTATES L.P. AND COURTNEY DUBAR  
RELATIVE TO THE DEVELOPMENT OF A CANNABIS  
MANUFACTURING FACILITY.**

**WHEREAS**, Mike Olivas of Colusa Riverbend Estates, LP and Courtney Dubar (Owner) initiated Application # 02-22 (C.U.P.) requesting Planning Commission site and design approval of cannabis business, manufacturing, and cultivation facilities ("Project"); and

**WHEREAS**, on October 30, 2007, the City of Colusa in its capacity as CEQA Lead Agency certified a Master Environmental Impact Report for the City of Colusa General Plan (SCH 2005072145), which document was prepared in accordance with CEQA Guidelines section 15175 and 15176; and

**WHEREAS**, the City of Colusa, as "Lead Agency," commissioned the preparation of an Initial Study/Mitigated Negative Declaration ("IS/MND"), dated February 2019, and incorporated herein by reference, to evaluate the potential environmental impacts associated with the Colusa Triple Crown Cannabis Business Park; and

**WHEREAS**, the IS/MND was prepared in compliance with CEQA Guidelines Sections 15152 & 15168, and identified mitigation measures that would avoid or mitigate the potential environmental effects of the Project to a point where clearly no significant effects would occur, and such mitigation measures are incorporated to the Project herein by reference.; and

**WHEREAS**, on July 16, 2019, in compliance with to CEQA Guidelines Section 15074, the City Council passed Resolution 19-19, adopting a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program for the Colusa Triple Crown Cannabis Business Park; and

**WHEREAS**, on August 6, 2019, the City Council adopted Ordinance 537, rezoning the Project site to Planned Development (PD) District and approving a General Development Plan for the Triple Crown Cannabis Business Park; and

**WHEREAS**, the City of Colusa has reviewed the Project against, and has determined consistency with, the scope of the original Environmental Initial Study and Mitigated Negative Declaration for the Colusa Triple Crown Cannabis Business Park; and

**WHEREAS**, the Planning Commission has duly called, advertised and conducted a Public Hearing required by law concerning; and

**WHEREAS**, the City of Colusa Planning Commission has considered public and staff input.

**NOW, THEREFORE, BE IT RESOLVED** by the City of Colusa Planning Commission,

1. The development agreement is consistent with and implements the policies of the City of Colusa's General Plan, including the Housing Element.



2. The development agreement is compatible with the land uses and development regulations prescribed by the zoning for the site.
3. The development agreement will not be detrimental to the health, safety, and welfare of persons residing in the immediate area nor be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of residents of the city as a whole;
4. The development agreement will not adversely affect the orderly development of property or the preservation of property, on or off the project site;
5. The agreement is consistent with the provisions of Government Code Sections 65864 through 65869.5.
6. The Development Agreement is in the best interests of the City, promoting the public interest and welfare;
7. The Planning Commission recommends that the City Council of the City of Colusa ADOPT the following (attached hereto as Exhibit A):

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLUSA APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF COLUSA AND COLUSA RIVERBEND ESTATES, LP AND COURTNEY DUBAR RELATIVE TO THE DEVELOPMENT OF A CANNABIS MANUFACTURING FACILITY.**

*THE FOREGOING RESOLUTION* was duly introduced and passed at a regular meeting of the City of Colusa Planning Commission held on the 24<sup>th</sup> day of August, 2022, by the following vote.

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

Signed and approved as to form by me on this 24 day of August, 2022.

ATTEST:

---

*Planning Commission Chair*

---

*Planning Clerk*

EXHIBIT A - Proposed Ordinance approving a Development Agreement with Colusa Riverbend Estates, LP and Courtney Dubar



## PROJECT: COLUSA TRIPLE CROWN

**Project Title:** Colusa Triple Crown

**Lead Agency Name and Address:** City of Colusa  
Planning Division  
425 Webster Street  
Colusa, CA 95932

**Phone Number:** (530) 458-4740

**Project Location:** The project is in the northeast corner of the City of Colusa, along the border of the Sacramento River Levee. D Street is to the west and East Clay Street is to the south

**General Plan Designation(s):** Low Density Residential and Medium Density Residential

**Zoning:** Planned Development (P-D) District

**Contact Person:** Michael S. Olivas 56mikeolivas@gmail.com (530) 400-6092

**Date Prepared:** January 25, 2018

### **Project Description:**

The proposed project is a Cannabis Research and Development Business Park and a drainage detention area on 84 gross acres. The proposed project involves the following requested entitlements:

- A Development Agreement, Special Use Permit, and Regulatory Use Permit to allow a Cannabis Research and Development Business Park.
- A General Plan Amendment of approximately 84 acres of the site from Low Density Residential District to Industrial District.
- A Rezone of approximately 84 acres of the site from Planned Development (P-D) District to Light Industrial (M-1) District.
- A Lot Line adjustment to create four parcels.
- General Development Plan to create, and to establish design standards and guidelines for a Cannabis Research and Development Business Park, open space, and related drainage facilities on a collective project site of 84 acres.

Item 2.

**Owner:**

Colusa Riverbend Estate  
1046 Olive Drive Suite 3  
Davis CA 95616

**Applicant:**

Colusa Triple Crown, LLC  
1046 Olive Dr. Suite 3b  
Davis, CA 95616

**PROJECT:**

Colusa Triple Crown

## **Project Information**



The project is in the northeast corner of the City of Colusa. The Sacramento River winds around the project site forming the site's northern boundary. Unincorporated lands of Colusa County border the project to the east, north and south, and the west (excepting limited lands already incorporated.)

## **Cannabis Research and Development Business Park**

The Cannabis Research and Development Business Park will be approximately 1,490,000 square feet on 84 acres and will include energy-efficient greenhouses for cultivation, plant processing spaces, facilities for creating infused products, a testing laboratory, research & development and training centers, distribution center, and corporate offices. Space will be sold or leased to businesses registered under the California Marijuana Program.

Proposed site access will be from East Main Street to the project site.

**The project shall consist of the following operations:**

### **Cultivation**

As plants mature from seedlings, they are transferred to the cultivation area which covers 900,000 square feet. This area utilizes state of the art greenhouses to harness readily available resources, i.e. the sun, while controlling negative factors such as pests and contaminants. Each greenhouse is optimized for the plant varietal(s) it houses and is controlled via a central computer system that monitors and corrects for humidity, temperature, light, and soil compounds.

Plant management and soil amendments are carried out through the widely accepted "fertigation" method which deploys plant nutrients through the plant's water supply (drip irrigation.) While each greenhouse is optimized for plant health, other factors will be considered. Minimizing environmental impact is important and will be managed through intelligent water reclamation. In addition, each greenhouse will be laid out in a way that allows for farmer access since we believe farm, farmer and plant benefit from regular, hands-on testing and attention.

### **Processing, Drying, & Storage**

Throughout the year, plant flower will be harvested and processed into a commercial-ready product in 149,760 square feet of facilities. In addition to processing recently collected flower, the facilities will also serve as an inventoried storage location where flower will get prepared for testing and packaged for distribution.

The 'curing' process is an important step to ensure proper shelf life and safe consumption by the consumer. While most of this process is manual, it is space intensive to ensure inventory integrity and to store enough product to resist market demand fluctuations. This facility will also contain additional security elements given the quantity of finished product stored on-site.

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**PROJECT:**

Colusa Triple Crown

**Project  
Information**

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Davis, CA 95616

**PROJECT:**  
Colusa Triple Crown

## Project Information

### Manufacturing and R&D

Once the plant flower is harvested, dried, tested, and packaged, it is ready for sale or further refinement. The manufacturing facility, comprising 44,500 square feet, will house a fractional distillation process that separates out each plant chemical (e.g. terpenes, cannabinoids, etc.) into its purest form. These pure cannabinoids and terpenes can then get mixed together, for example, to provide a specific flavor or effect for the consumer when consumed.

The fractional distillation process does not use a solvent-based approach and is thus a much safer but more expensive process for refining flower into commercial ready cannabis oil.

### Distribution

After Triple Crown's products are tested and ready for sale, they move to the 40,000 square foot distribution and warehouse facility. This facility may be operated by Big Moon Sky, an online-only dispensary in California. Big Moon Sky offers curated collections of cannabis products for sale on-line which are then shipped to consumer's homes across the state.

This facility will serve as a distribution center where orders are picked, packed, and then shipped out. Orders are pre-sorted based on delivery location minimizing the need for multiple truck pick-ups throughout the day cutting down on environmental impact and truck congestion.

This state-of-the-art distribution center also relies on local staffing; providing employment opportunities throughout the city and county. The facility operates across a single shift with the opportunity of extending to three shifts if required.

Any product that is not sold direct-to-consumer via Big Moon Sky is then made available to the regulated market and sold in bulk to distributors who hold the required local and state permits to purchase and transport cannabis products.

### Nursery

Located on-site will be a 7.55-acre nursery facility where each plant will begin its development from seed to seedling. The nursery serves two purposes: plant incubator and strain/variety development.

In the initial stages of development, the plant requires a particularly controlled environment free of pests and harmful environments that can take advantage of the fragile state of the infant plant. As the plant starts to mature, it develops natural defenses increasing survivability in its permanent, greenhouse environment. By segregating the immature plants, we increase plant health, ensure the development of natural plant defenses (reducing the reliance on pesticides, for example) and identify/correct potential plant health issues.

In addition to incubation, the nursery provides an environment for strain or variety development. As with grape vines in the wine world, each plant is a hybrid bred to provide a quality product in a commercially viable quantity. Plant cloning and cross breeding must be carried out in a controlled environment and will thus be part of the nursery facility.

Buildings C-1, C-2, C-5, C-5, C-6, C-7, C-8, C-9, C-10, C-11 and C-12 consist of two separate sections of 37,500 square feet each to accommodate 22,000 square feet of canopy cultivation and include separate areas for processing, drying, control equipment space, employee area and administration.

Building C-3, C-4, C-13 and C-14 consists of one separate section of 37,500 square feet in each building to accommodate the production, cultivation, processing, drying, control equipment space, employee areas, administration and warehouse.

The research & development building (R&D) is a total of 45,500 square feet that includes separate areas for manufacturing facilities for creating infused products, control equipment, testing laboratory, research and development laboratories, training center, warehouse and corporate administration areas. The R&D building also includes an interactive employee center along with food service facilities.

Building D-W, consists of 40,000 square feet for distribution and warehouse and including 11,200 square feet for administration, employee lounge and food service facilities.

Building M, consists of 14,400 square feet for Manufacturing, testing laboratory, control equipment areas and distribution activities, and 11,200 square feet for administration, and employee area.

N-1, N-2 and N-3 represents 7.55 acres of greenhouse production and plant genetics research & development.

The utility services will be provided by the following:

Domestic Water:	The City of Colusa
Waste Water:	The City of Colusa
Utility power:	Pacific Gas and Electric PG&E
Fire protection:	The City of Colusa
Police protection:	The City of Colusa
Solid Waste:	

The project will be developed in a series of phases in approximately three to five years.

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**PROJECT:**

Colusa Triple Crown

**Project  
Information**



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**Applicant:**

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**PROJECT:**

Colusa Triple Crown

**Table of Contents**



## Colusa Triple Crown: Project Information

**Project:** Colusa Triple Crown Business Park and R&D Agricultural Center  
**Developer:** Colusa Triple Crown, LLC  
**Owner:** Colusa Riverbend Estates, LLC  
**City of Colusa**  
**Colusa County**



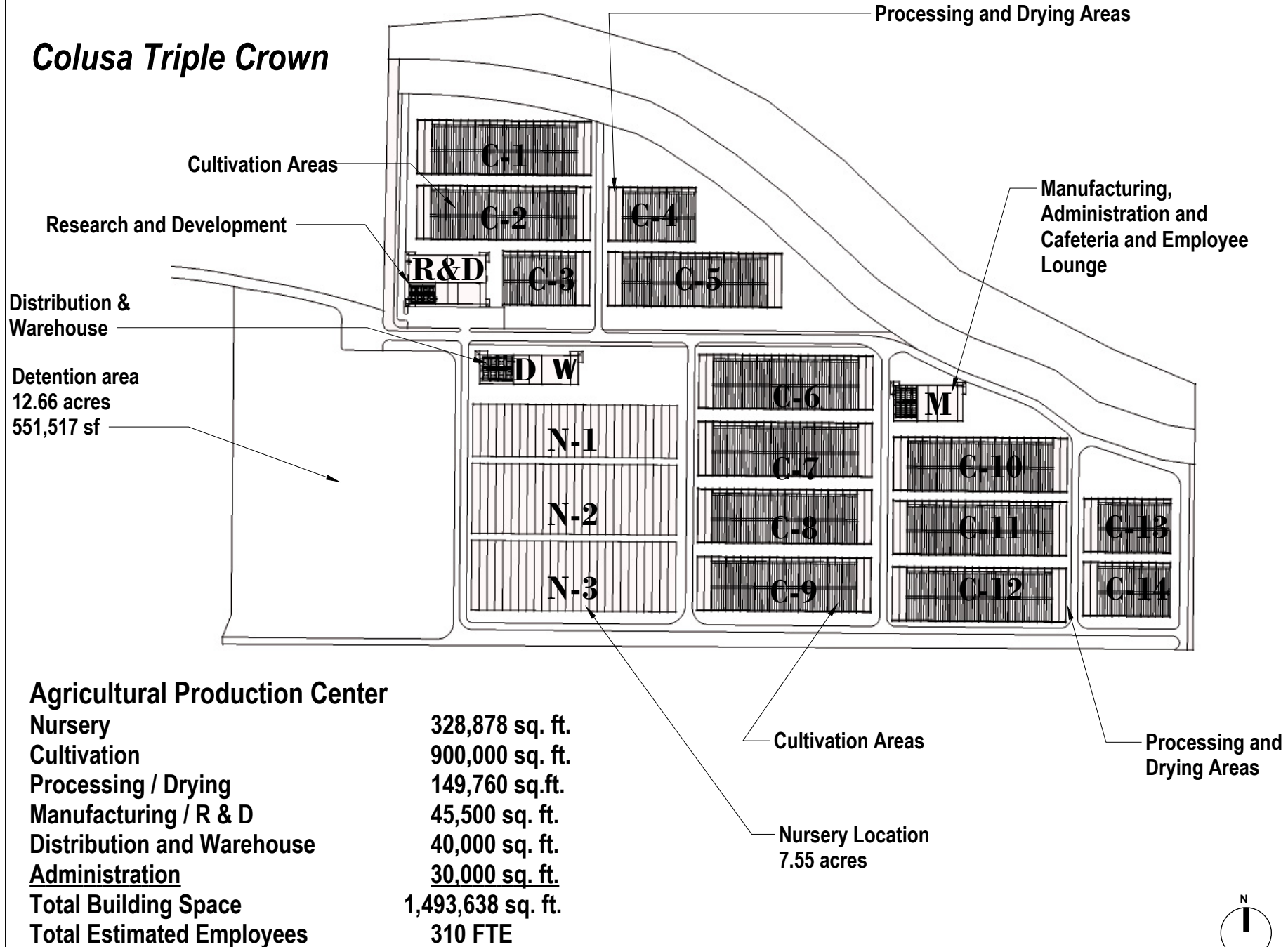
**Owner:**  
 Colusa Riverbend Estates, LLC  
 1046 Olive Drive Suite 3b  
 Davis CA 95616

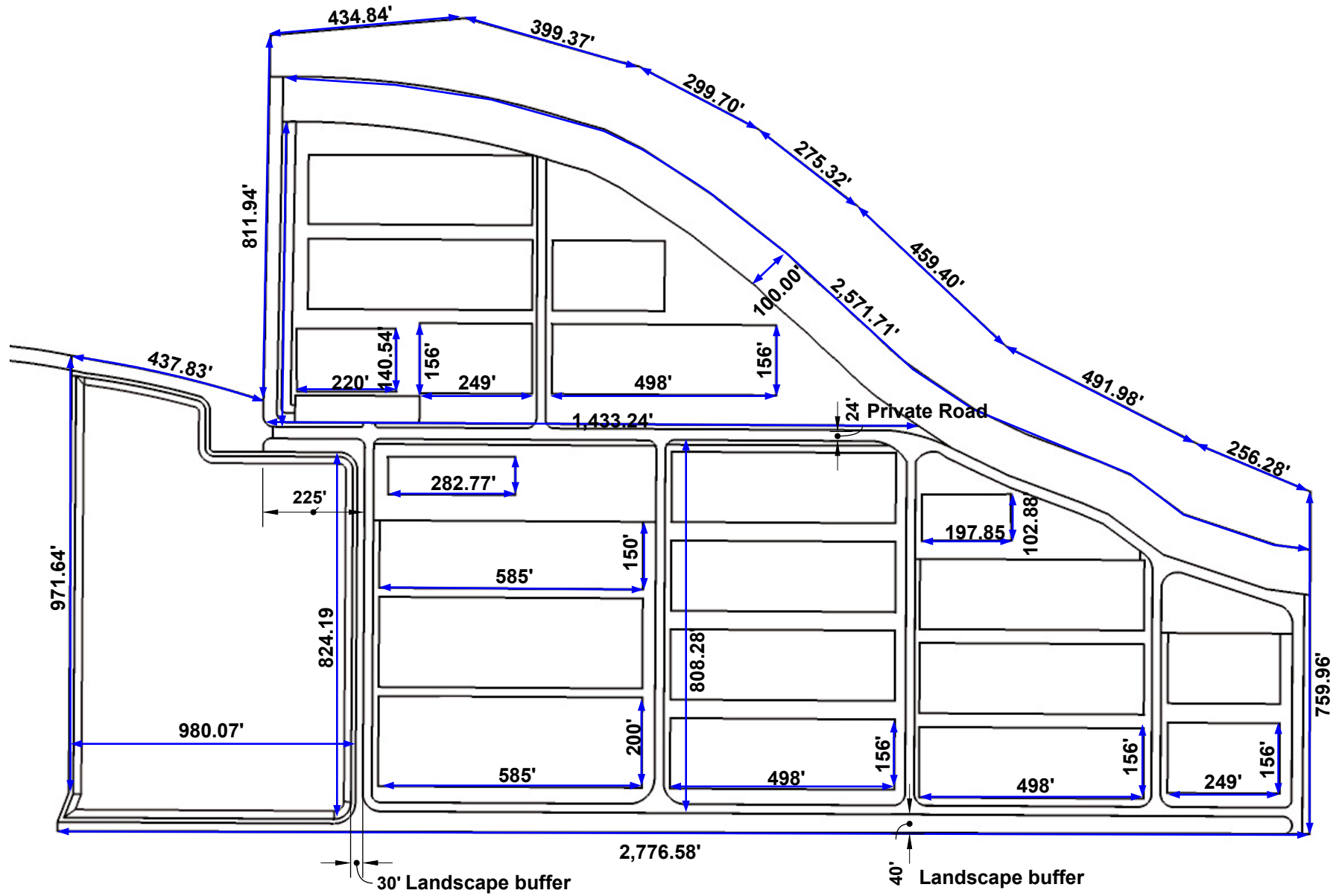
**Applicant:**  
 Colusa Triple Crown, LLC  
 1046 Olive Dr. Suite 3b  
 Davis, CA 95616

**PROJECT:**  
 Colusa Triple Crown

**Project Aerial**

# Colusa Triple Crown





## Dimension Site Map

**PROJECT:**  
Colusa Triple Crown

**Applicant:**  
Colusa Triple Crown, LLC  
1046 Olive Dr. Suite 3b  
Davis, CA 95616

**Owner:**  
Colusa Riverbend Estate  
1046 Olive Drive Suite 3b  
Davis CA 95616



## Development Standards and permitted uses

### Land Use Criteria

Cultivation	P
Processing	P
Nursery	P
Manufacturing	P
Research	P
Development	P
Distribution and sales	P
Warehouse	P
Administration	P
Recycling area	P
Loading areas	P
Food service	P

### Minimum Setbacks from the perimeter property lines

Cultivation	55'
Processing	55'
Nursery	55'
Manufacturing	40'
Research	40'
Development	40'
Distribution and sales	40'
Warehouse	40'
Administration	40'
Recycling area	55'
Loading areas	40'
Food service	40'

No structures are allowed within 100' of the levy toe

See Exhibit Map

### Maximum Height

Cultivation	30'
Processing	30'
Nursery	30'
Manufacturing	45'
Research	45'
Development	45'
Distribution and sales	45'
Warehouse	45'
Administration	45'
Recycling area	30'
Loading areas	30'
Food service	45'

### Site Coverage Maximum

Cultivation	22.00%
Processing	5.00%
Nursery	10.00%
Manufacturing	12.00%
Research	12.00%
Development	12.00%
Distribution and sales	11.00%
Warehouse	11.00%
Administration	3.00%
Recycling area	10.00%
Loading areas	10.00%
Food service	2.00%

### Interior setbacks between buildings

Cultivation	25'
Processing	25'
Nursery	25'
Manufacturing	25'
Research	25'
Development	25'
Distribution and sales	25'
Warehouse	25'
Administration	25'
Recycling area	25'
Loading areas	25'
Food service	25'

### Standards for roadways

Type	Roadway		Landscape		Sidewalk
	Lanes	ROW	Median		
D street/ County	2	54	no		no
Market Street on site	2	64'	no		no
Project Emergency access	2	26'	no		no
Project Service roads	2	24'	no		no

See Exhibit Map

### Landscape Standards

#### Approved Street Trees and drought tolerant plants

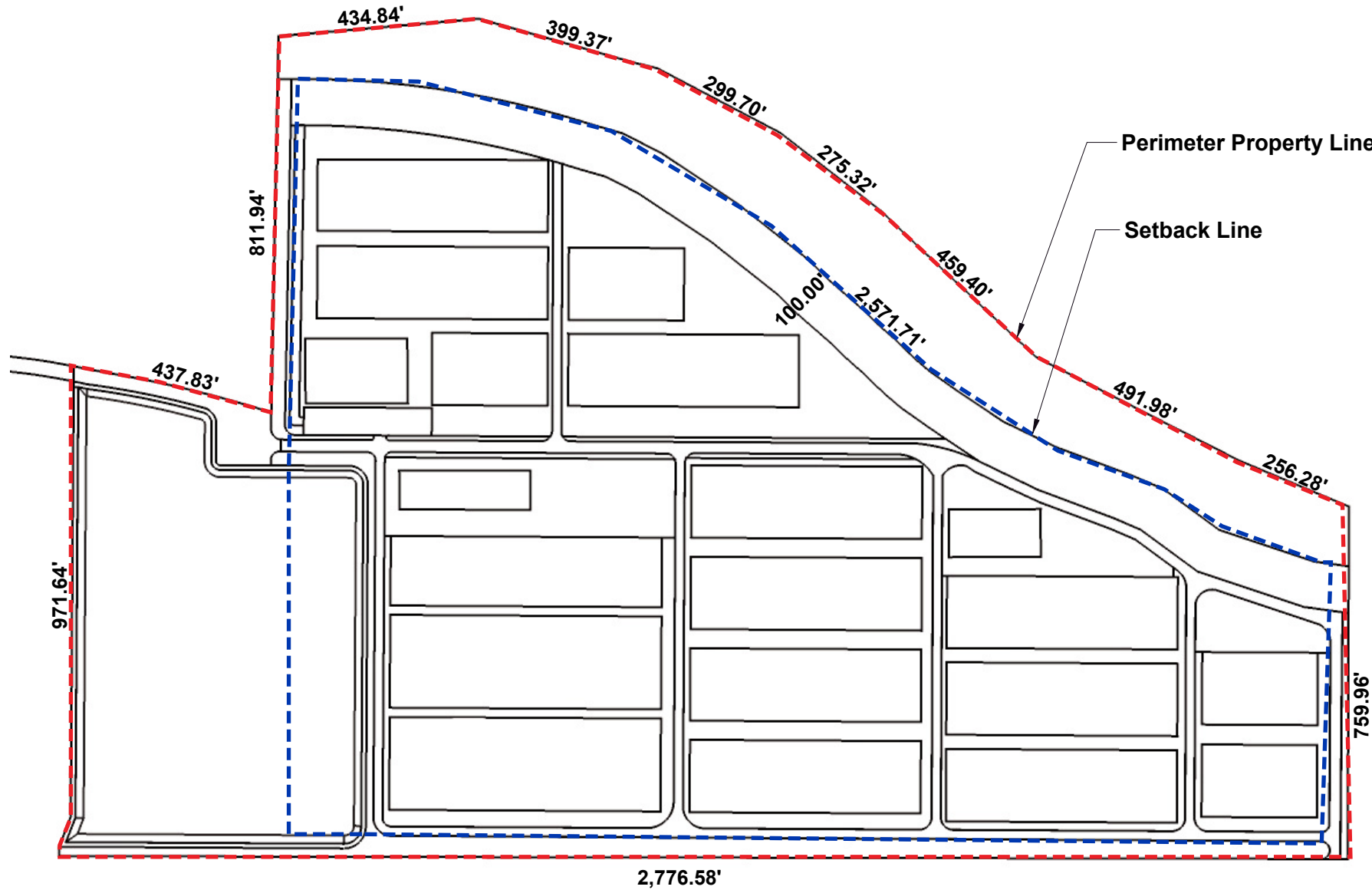
Perimeter Landscape	Yes
Detention Area	Yes
Interior Landscaping will be limited if any.	No
See Exhibit Map	

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**PROJECT:**  
Colusa Triple Crown

**Development Standards**

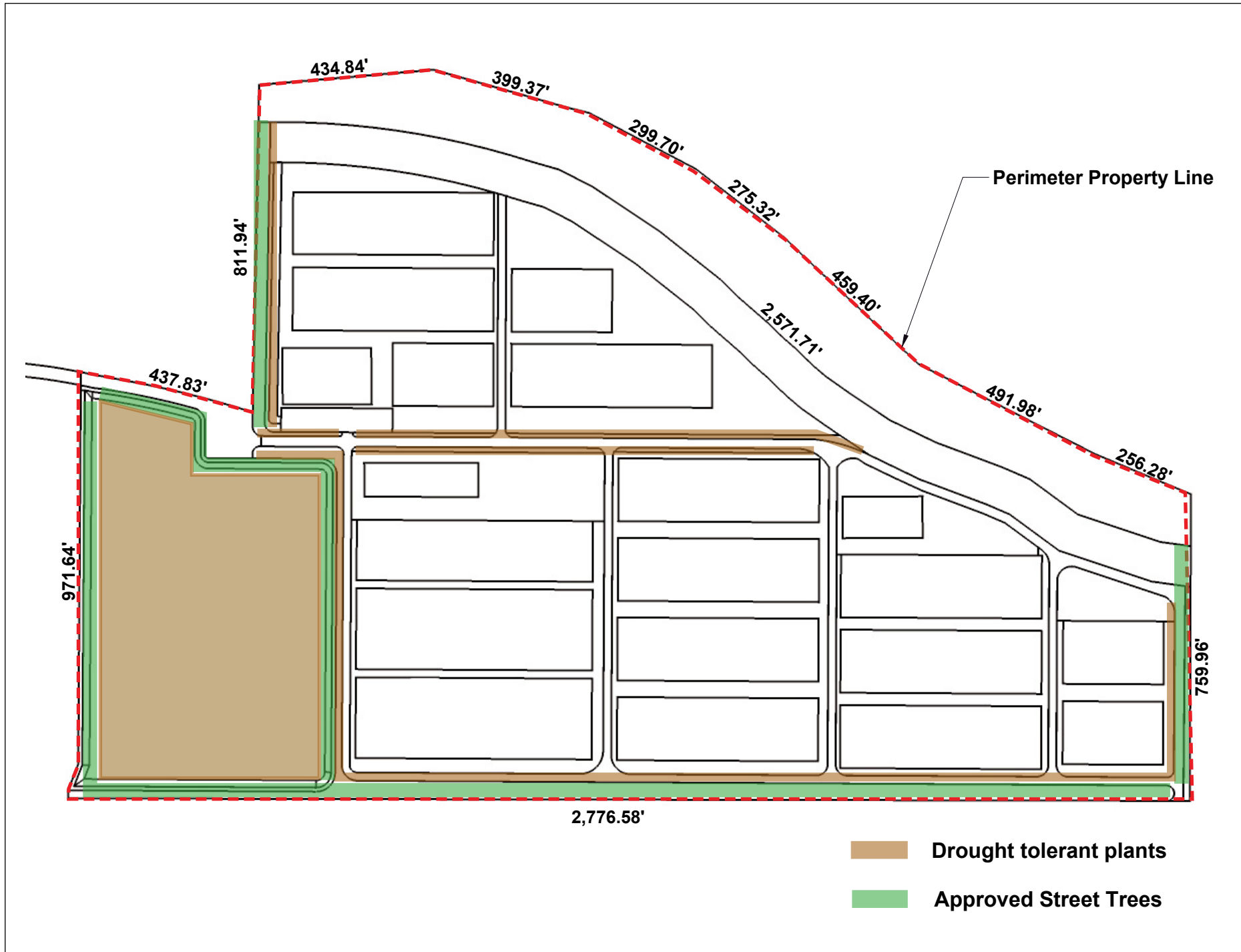


# Perimeter Property Line and Setbacks

**PROJECT:**  
Colusa Triple Crown

**Applicant:**  
Colusa Triple Crown, LLC  
1046 Olive Dr. Suite 3b  
Davis, CA 95616

**Owner:**  
Colusa Riverbend Estate  
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**Owner:** Colusa Riverbend Estate  
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**Applicant:** Colusa Triple Crown, LLC  
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Davis, CA 95616

**PROJECT:** Colusa Triple Crown

**Landscape Exhibit**

### Current Existing Conditions

Total Roads and Sidewalks	-	SQ. FT.	0.00	Acres
Lot Coverage	47,102	SQ. FT.	1.08	Acres
Gravel Areas	51,552	SQ. FT.	1.18	Acres
Farming Area	3,064,020	SQ. FT.	70.34	Acres
Open Space	400,566	SQ. FT.	9.20	Acres
Detention/Irrigation Channel	126,759	SQ. FT.	2.91	Acres
Lot Landscape Areas	-	SQ. FT.	0.00	Acres
Total Non Porous Surface	47,102	SQ. FT.	1.08	Acres
Total Porous Surface	3,591,345	SQ. FT.	82.45	Acres
Total Area	3,689,998	SQ. FT.		
Total Acres	84.71	Acres	84.71	

### Colusa Triple Crown Business Park

					Difference	Acres
Public Roads and Sidewalks	26,002	SQ. FT.	0.60	Acres	26,002	0.60
Private Roads and Parking	218,322	SQ. FT.	5.01	Acres	218,322	5.01
Gravel Areas	538,573	SQ. FT.	12.36	Acres		11.18
Parking Areas Gravel	420,578	SQ. FT.	9.66	Acres		
Lot Coverage	1,006,991	SQ. FT.	23.12	Acres	959,889	22.04
Landscape Areas	268,478	SQ. FT.	6.16	Acres	268,478	(64.18)
Open Space	400,566	SQ. FT.	9.20	Acres	-	-
Detention and Landscape Area	490,225	SQ. FT.	11.25	Acres	363,466	8.34
Nursey	320,436	SQ. FT.	7.36	Acres	320,436	
Total Non Porous Surface	1,571,750	SQ. FT.	36.08	Acres	1,524,648	35.00
Total Porous Surface	1,697,842	SQ. FT.	38.98	Acres	(1,893,502)	(43.47)
Total Area	3,690,170	SQ. FT.				
Total Acres	84.71	Acres	84.71	Acres		
Lot Coverage	35.97%					
Floor Area Ratio	0.366					

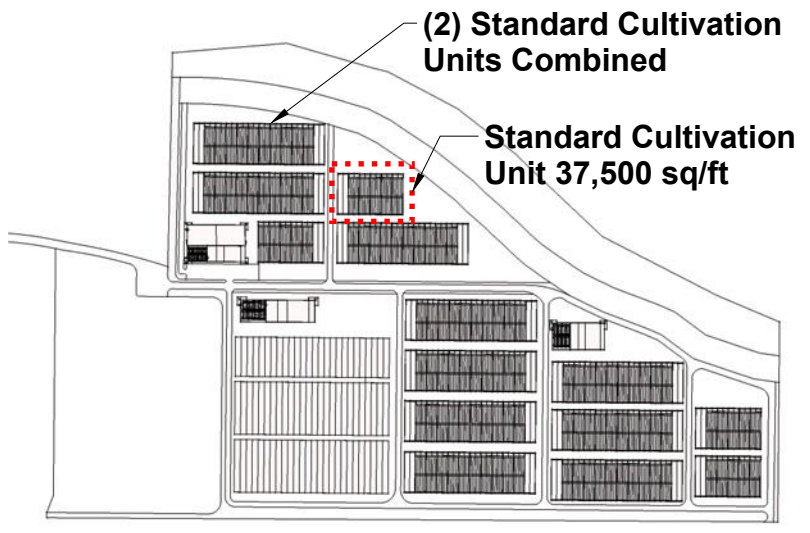
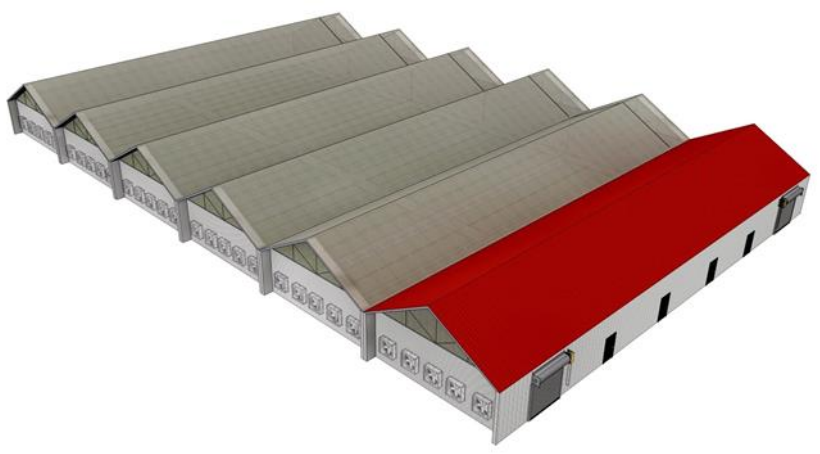


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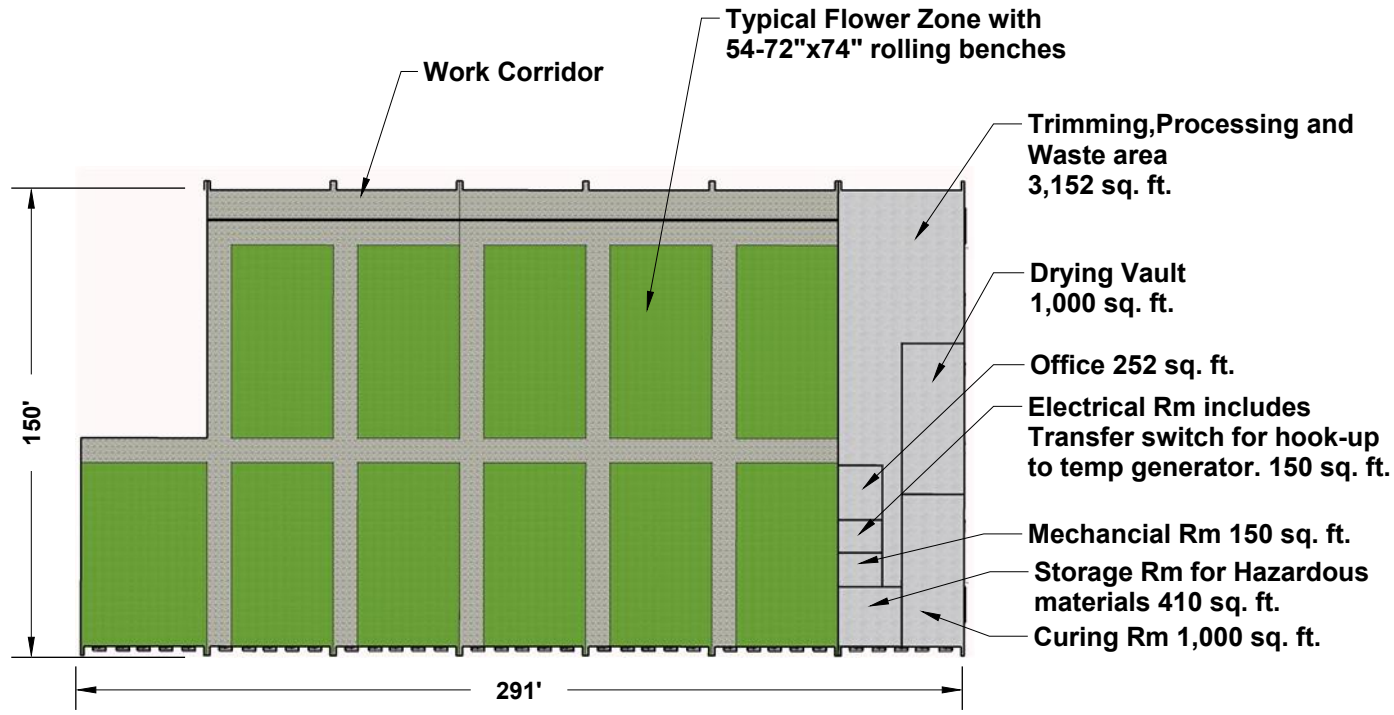
**Applicant:**  
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**PROJECT:**  
Colusa Triple Crown

**Standard Cultivation Unit 37,500 sq/ft**



**Standard Cultivation Unit**

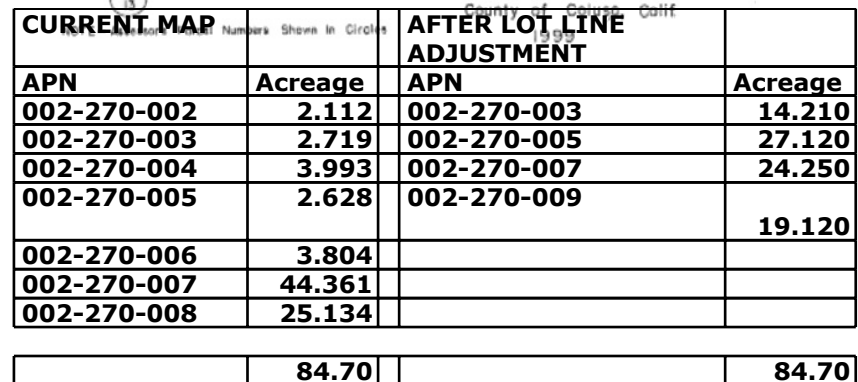


**Typical Cultivation Standard Unit:**

- 594-72"x74" Rolling Benches
- 21,978 sq. ft. of Flower bench space/canopy
- 33,737 sq. ft. of Greenhouse/ Cultivation
- 6,240 sq. ft. of Headhouse
- Total Facility size equals 39,977 sq. ft.







**A.12**

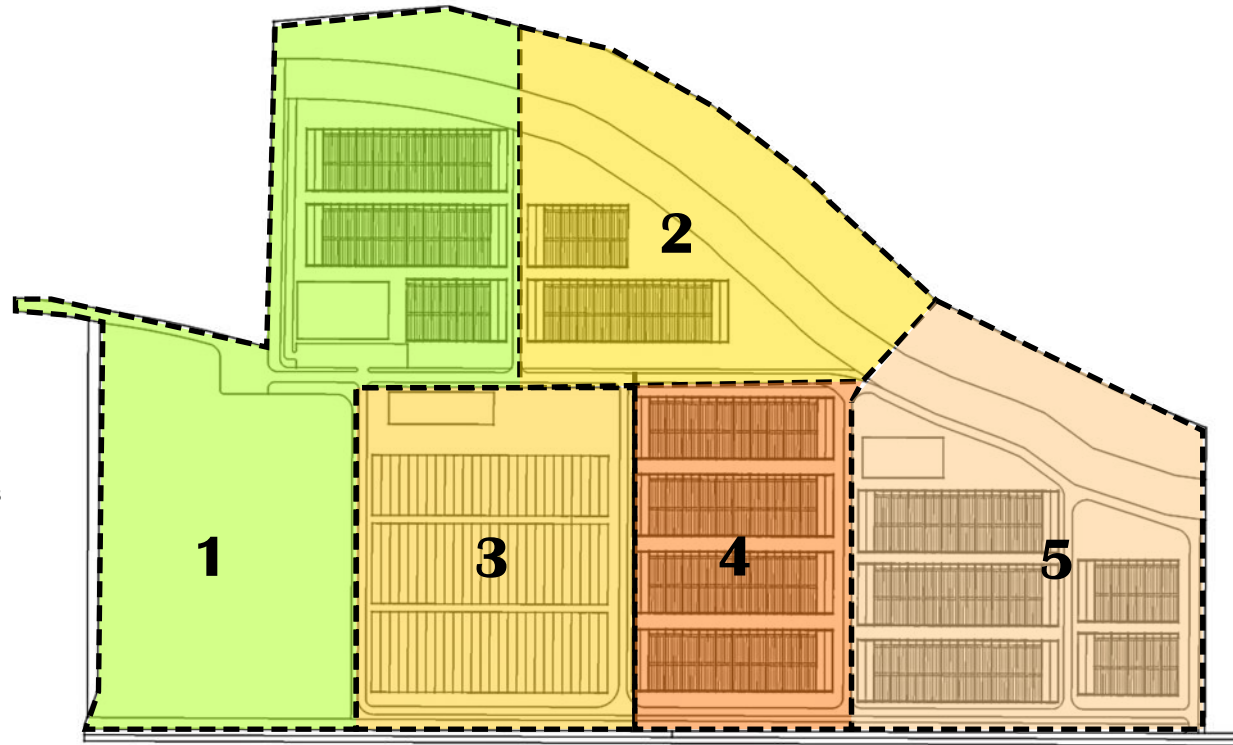
**Applicant:**  
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**Phase 1:** The development and construction of 187,500 square feet of cultivation and processing that includes five separate structures at 37,500 square feet each. In addition, a 45,500 square feet of manufacturing & research and development, including square footage for administration. Necessary infrastructure will include the extension of D Street from East Main Street (limited section) to the commercial entrance, water extension from Bridge Street to project entrance, the construction of the required area of the detention basin and required drainage distribution system. The initial sewer connection will be established for the entire project. The development and construction will include all required landscaping and security details as proposed.

**Phase 2:** The development and construction of 112,500 square feet of cultivation and processing that includes three separate structures at 37,500 square feet each. Utilities will be extended to provide service for the commercial use including further development of the detention area. The development and construction will include all required landscaping and security details as proposed.

**Phase 3:** The development and construction of 328,878 square feet of nursery and supporting structures and equipment. A fourth structure is a 40,000-square foot distribution center and warehouse. Utilities will be extended to provide service along with further development of the detention area for drainage. The development and construction will include all required landscaping and security details as proposed.



**Phase 4:** The development and construction of 300,000 square feet of cultivation and processing that includes eight separate structures at 37,500 square feet each. Utilities will be extended to provide service for the commercial use including further development of the detention area. The development and construction will include all required landscaping and security details as proposed.

**Phase 5:** The development and construction of 300,000 square feet of cultivation and processing that includes eight separate structures at 37,500 square feet each. In addition, 19,250 square feet of distribution, manufacturing and warehouse. Utilities will be extended to provide service, including additional development of the detention area if necessary. The development and construction will include all required landscaping and security details as proposed.

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**PROJECT:** Colusa Triple Crown

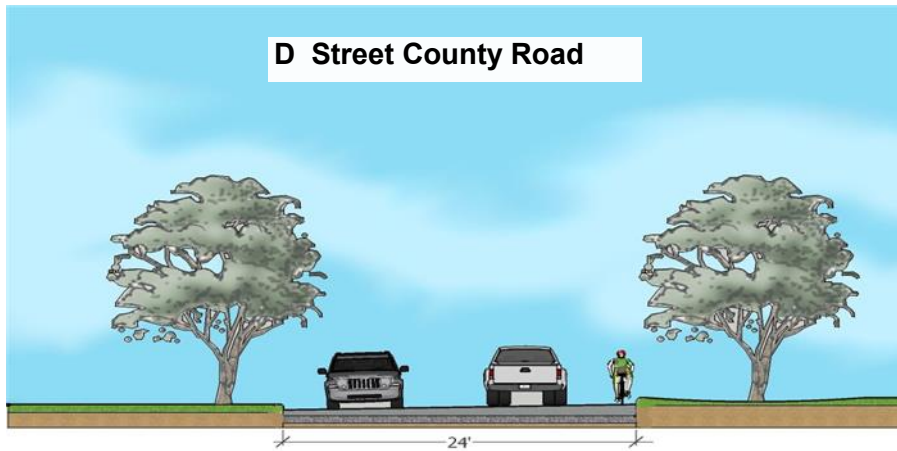
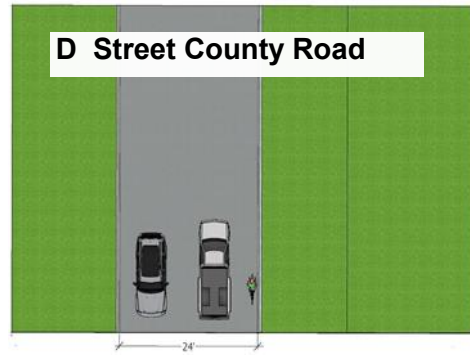
## Proposed Phasing



- ..... East Main Street County Road
- ..... East Clay 58'-0 ROW
- ..... Private road for employees and deliveries and for use as public service not open to local traffic
- ..... Private roads for commercial use

## Circulation Plan





There is one primary entrance to the Colusa Triple Crown project: D Street will extend from East Main Street to the project site. East Main Street will be the main entrance and exit from Colusa Triple Crown Business Park for all future employees and deliveries. An easement for the future D Street will run north-south connecting both Market Street and East Clay Street.

All roads within the Colusa Triple Crown (CTC) Business Park are private roads and will be maintained by the property owners. The project will provide an emergency road for local Public Service that will extend through the project off Market Street and circulate around the project turning south until intersecting with East Clay. The Public Service road will be maintained by the property owners and will not be open to local traffic.



East Main Street from Bridge Street to D Street will be the Primary Entrance to the Project Site. D Street will be constructed as a County Road from East Main Street south to the main project entrance.



## Overall Drainage Plan

The Applicant submitted a project drainage description and a concept off-site drainage routing exhibit depicting alternative proposed locations of interim drainage channels and detention facilities to serve the project plan area. Drainage plan showing grading and drainage information including topographic information are preliminary only. A comprehensive storm drainage plan for the ultimate development buildout and any interim drainage plan serving the entire project area or any portion of the project area associated with phasing of the development improvements shall be prepared by a registered civil engineer and submitted to the City Engineer for approval. The drainage plan shall identify specific storm drainage design features to control increased runoff from the project site. The drainage plan shall demonstrate the effectiveness of the proposed storm drainage system to prevent negative impacts to existing downstream facilities and to prevent additional flooding at off-site downstream locations. All necessary calculations and assumptions and design details shall be submitted to the City Engineer for review and approval. The design features proposed by the applicant shall be consistent with the most recent version of the City's Storm Drainage Master Plan criteria and City Public Improvement Standards. The plan shall incorporate secondary flood routing analysis and shall include final sizing and location of on-site and off-site storm conduit channels, structures, and detention facilities. The Storm Drainage Plan shall be approved prior to submittal of the first final map. The applicant shall pay the cost associated with all improvements required by the plan and an appropriate reimbursement agreement shall be drafted to reimburse the applicant for oversized improvements on a pro rata basis per the Project level Reimbursement Agreement.

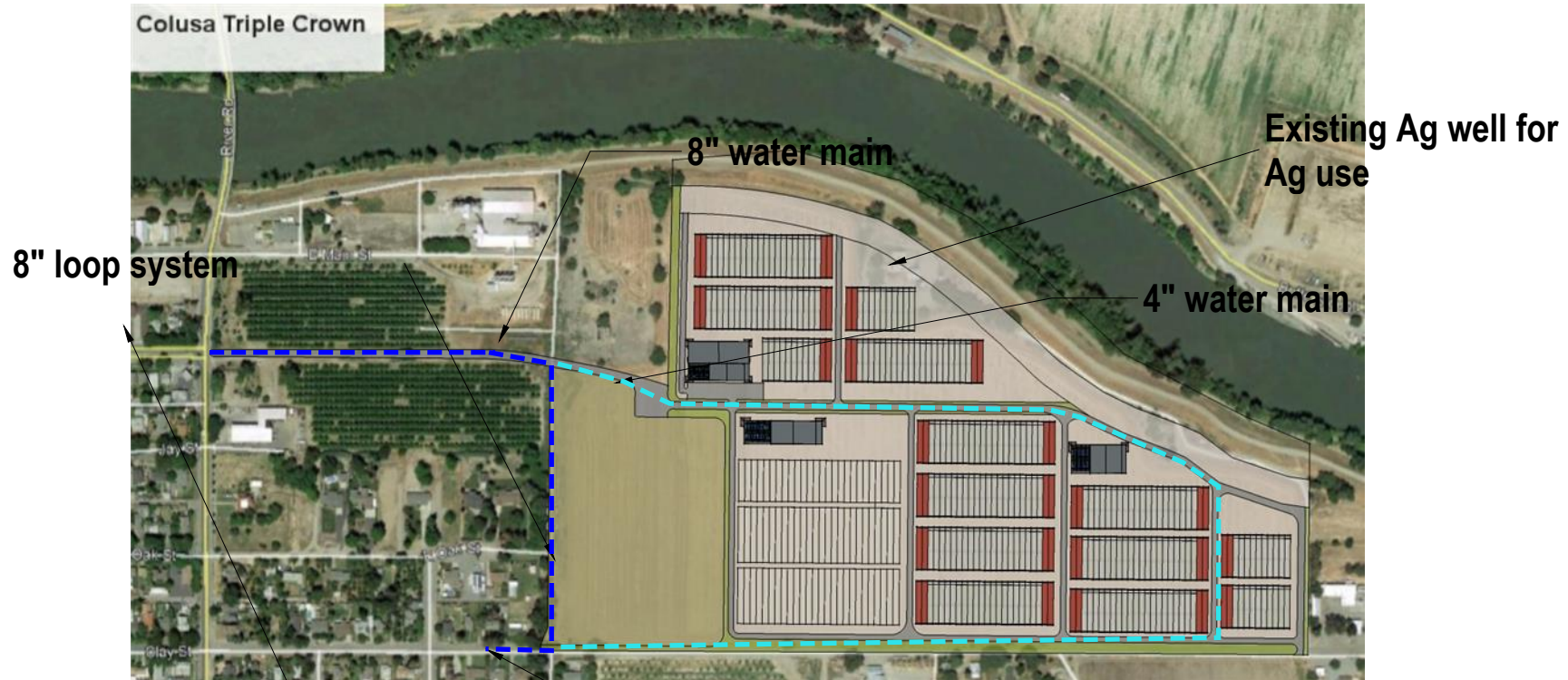
**Owner:**  
Colusa Riverbend Estate  
1046 Olive Drive Suite 3b  
Davis CA 95616

**Applicant:**  
Colusa Triple Crown, LLC  
1046 Olive Dr. Suite 3b  
Davis, CA 95616

**PROJECT:**  
Colusa Triple Crown

**Storm Drain System**  
**Light Industrial (M-1)**





Connect to City's existing 10" main line on Bridge Street

Connect to City's existing 8" main line on East Clay

## Water System Plan

All domestic water services will be metered. Water meters shall be installed on all water services to the satisfaction of the city engineer.

Per City of Colusa Cross Connection Control Program, all types of multi-family residential, commercial buildings and landscape irrigation services are required to maintain an approved backflow prevention assembly at the applicant's expense. Service size and flow rate for the backflow prevention assembly must be submitted. Location of the backflow prevention assembly shall be per the City of Colusa Public Improvements Standards and Construction Standards.

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**PROJECT:**  
Colusa Triple Crown

**Water System**  
**Light Industrial (M-1)**



Connect to existing manhole on D Street. The system will be maintained by Colusa Triple Crown

**Sewer System Upgrades: Eliminating Infiltration & Inflow**  
 The E/One Sewer system is a pressure sewer system that is powered by E/One grinder pumps. A pressure sewer system uses small-diameter pipes and grinder pumps, which are installed at each location. The grinder pump station collects all the wastewater and grinds it into slurry. The wastewater is then pumped to a larger sewer main.

- Sewer flat, hilly, rocky or wet terrain
- Eliminates infiltration and inflow
- Low initial costs make central sewers economically feasible
- Central sewers increase the value of developmental units
- High reliability - maintenance is minimal
- Reduces operating costs
- Protective of public health
- Permits regulatory compliance
- Installation follows the contour of the land - needs only shallow trenches
- Labor and material costs are much less than gravity sewer systems



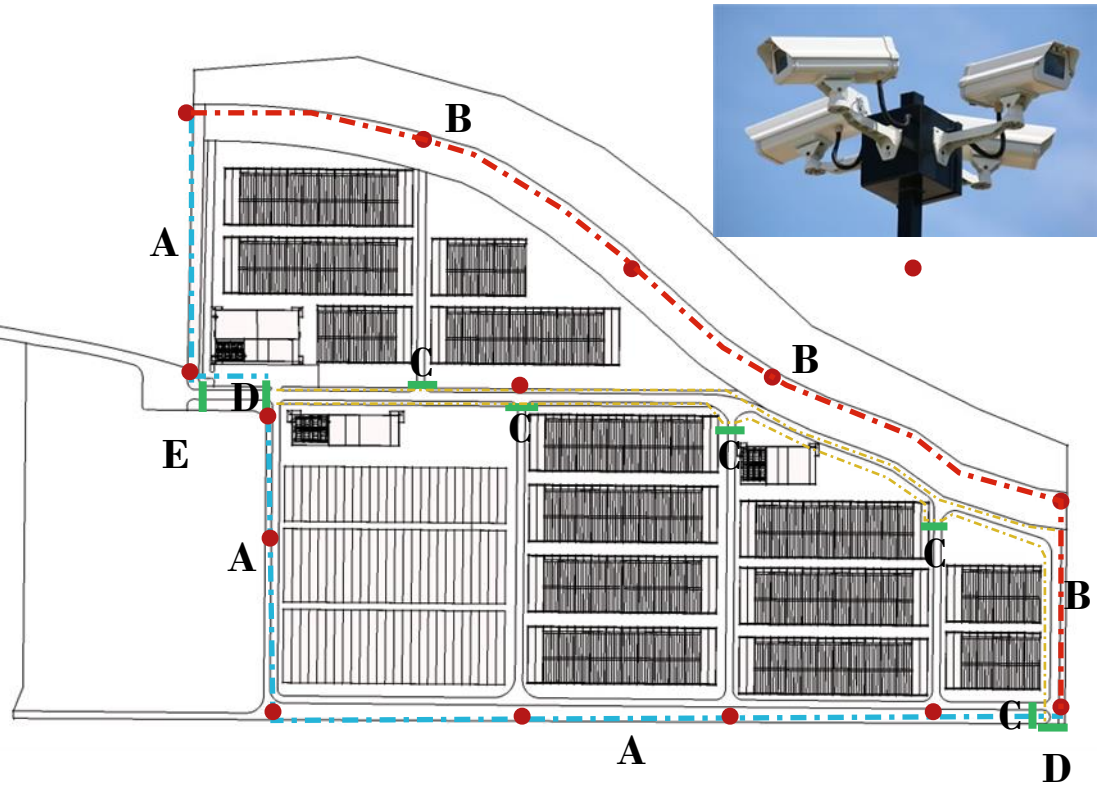
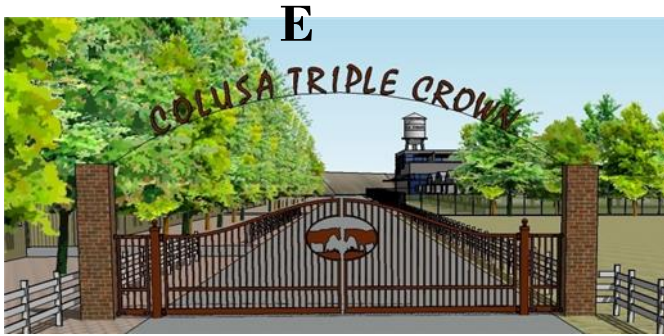
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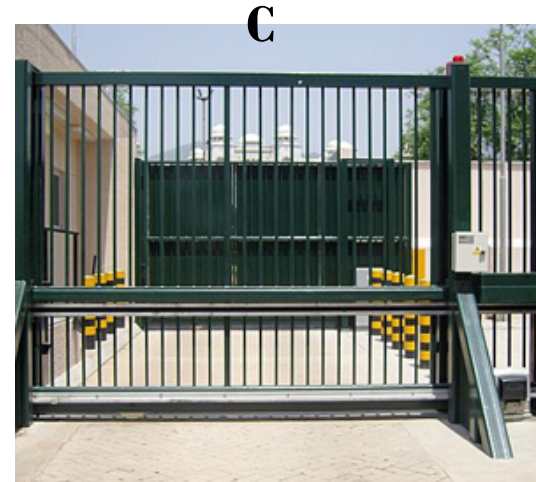
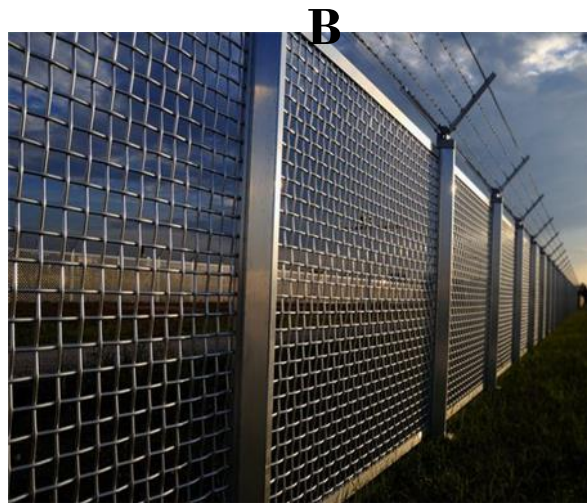
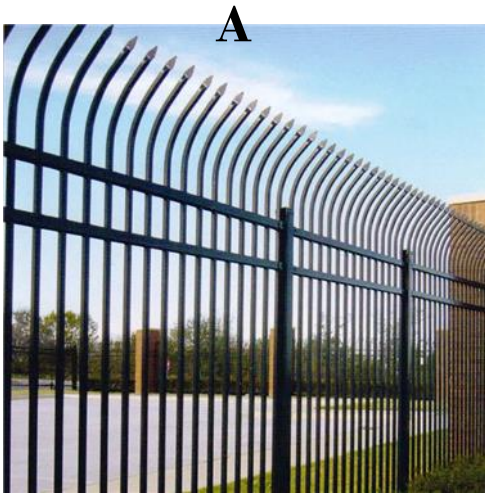
**PROJECT:**  
 Colusa Triple Crown

**Sewer System**  
**Light Industrial (M-1)**





Security System



**Security Fencing and Gate System**

**PROJECT:**  
Colusa Triple Crown

**Applicant:**  
Colusa Triple Crown, LLC  
1046 Olive Dr. Suite 3b  
Davis, CA 95616

**Owner:**  
Colusa Riverbend Estate  
1046 Olive Drive Suite 3b  
Davis CA 95616





**Entrance off Market Street**



**Example of Detention Area**

**Landscaping**

**Owner:**

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1046 Olive Drive Suite 3b  
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**Applicant:**

Colusa Triple Crown, LLC  
1046 Olive Dr. Suite 3b  
Davis, CA 95616

**PROJECT:**

Colusa Triple Crown

Item 2.



South View



North View





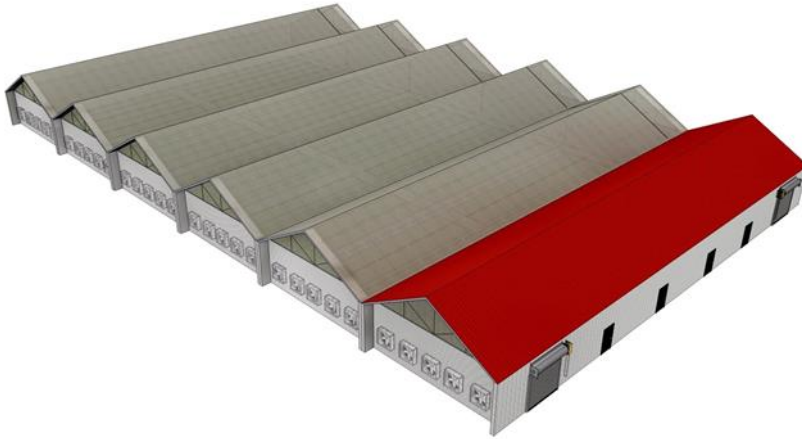


West View



East View





Colorado Leaf greenhouse complex



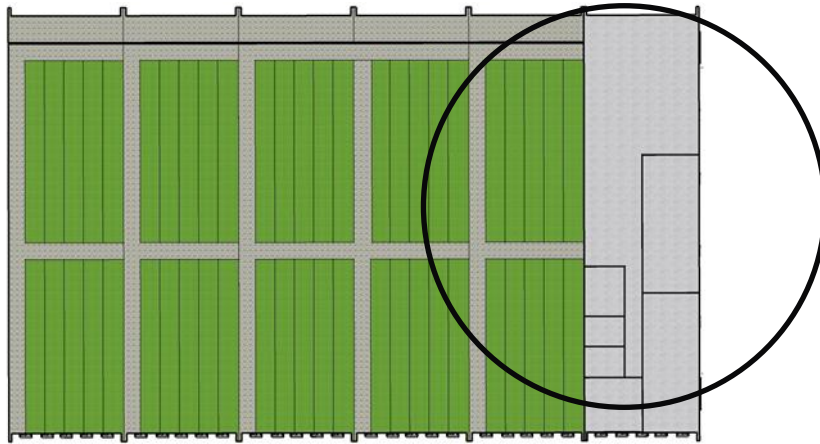
## Cultivation

As plants mature from seedlings, they are transferred to the cultivation area which covers 900,000 square feet. This area utilizes state of the art greenhouses to harness readily available resources, i.e. the sun, while controlling negative factors such as pests and contaminants. Each greenhouse is optimized for the plant varietal(s) it houses and is controlled via a central computer system that monitors and corrects for humidity, temperature, light, and soil compounds.

Plant management and soil amendments are carried out through the widely accepted "fertigation" method which deploys plant nutrients through the plant's water supply (drip irrigation.) While each greenhouse is optimized for plant health, other factors will be considered. Minimizing environmental impact is important and will be managed through intelligent water reclamation. In addition, each greenhouse will be laid out in a way that allows for farmer access since we believe farm, farmer and plant benefit from regular, hands-on testing and attention.







## Processing, Drying, and Storage

Throughout the year, plant flower will be harvested and processed into a commercial-ready product in a 149,760-square foot facility. In addition to processing recently collected flower, this facility will also serve as an inventoried storage location where flower will get prepared for testing and packaged for distribution.



The 'curing' process is an important step to ensure proper shelf life and safe consumption by the consumer. While most of this process is manual, it is space intensive to ensure inventory integrity and to store enough product to resist market demand fluctuations. This facility will also contain additional security elements given the quantity of finished product stored on-site.



## Processing and Drying Facilities





## Research & Development, Quality Control and Manufacturing



### Manufacturing and R&D

Once the plant flower is harvested, dried, tested, and packaged, it is ready for sale or further refinement. The manufacturing facility, comprising 44,500 square feet, will house a fractional distillation process that separates out each plant chemical (e.g. terpenes, cannabinoids, etc.) into its purest form. These pure cannabinoids and terpenes can then get mixed together, for example, to provide a specific flavor or effect for the consumer when consumed.

The fractional distillation process does not use a solvent-based approach and is thus a much safer albeit more expensive process for refining flower into commercial ready cannabis oil.



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**PROJECT:**  
Colusa Triple Crown

**Manufacturing and R&D**





**Administration and  
Employee Areas**

**PROJECT:**  
Colusa Triple Crown

**Applicant:**  
Colusa Triple Crown, LLC  
1046 Olive Dr. Suite 3b  
Davis, CA 95616

**Owner:**  
Colusa Riverbend Estate  
1046 Olive Drive Suite 3b  
Davis CA 95616

Item 2.





## Distribution

After Triple Crown's products are tested and ready for sale, they move to the 40,000-square foot distribution and warehouse facility. This facility may be operated by Big Moon Sky, an online-only dispensary in California. Big Moon Sky offers curated collections of cannabis products for sale online which are then shipped to consumer's homes across the state.

This facility will serve as a distribution center where orders are picked, packed, and then shipped out. Orders are pre-sorted based on delivery location minimizing the need for multiple truck pick-ups throughout the day - this cuts down on environmental impact and truck congestion.

This state-of-the-art distribution center also relies on local staffing; providing employment opportunities throughout the city and county. The facility operates across a single shift with the opportunity of extending to three shifts if required.

Any product that is not sold direct-to-consumer via Big Moon Sky is then made available to the regulated market and sold in bulk to distributors who hold the required local and state permits to purchase and transport cannabis products.



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**PROJECT:**  
Colusa Triple Crown

**Distribution Facility**

Item 2.



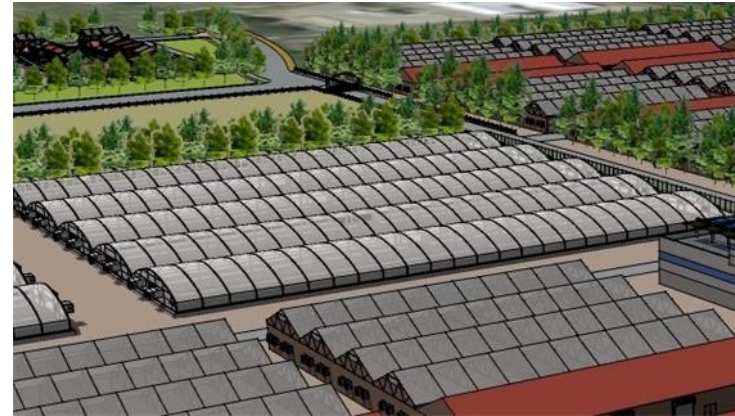


## Nursery

Located on-site will be a 7.55-acre nursery facility where each plant will begin its development from seed to seedling. The nursery serves two purposes: plant incubator and strain/varietal development.

In the early stages of development, the plant requires a particularly controlled environment free of pests and harmful environmental factors that can take advantage of the fragile state of the infant plant. As the plant starts to mature, it develops natural defenses increasing survivability in its permanent, greenhouse environment. By segregating the immature plants we increase plant health, ensure the development of natural plant defenses (reducing the reliance on pesticides, for example) and identify/correct potential plant health issues.

In addition to incubation, the nursery provides an environment for strain or varietal development. As with grape vines in the wine world, each plant is a hybrid bred to provide a quality product in a commercially viable quantity. Plant cloning and cross breeding must be carried out in a controlled environment and will thus be part of the nursery facility.



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**PROJECT:**  
Colusa Triple Crown

**Nursery Facility**



Future area for recycling of the hemp by-product for sustainable and eco-friendly use.

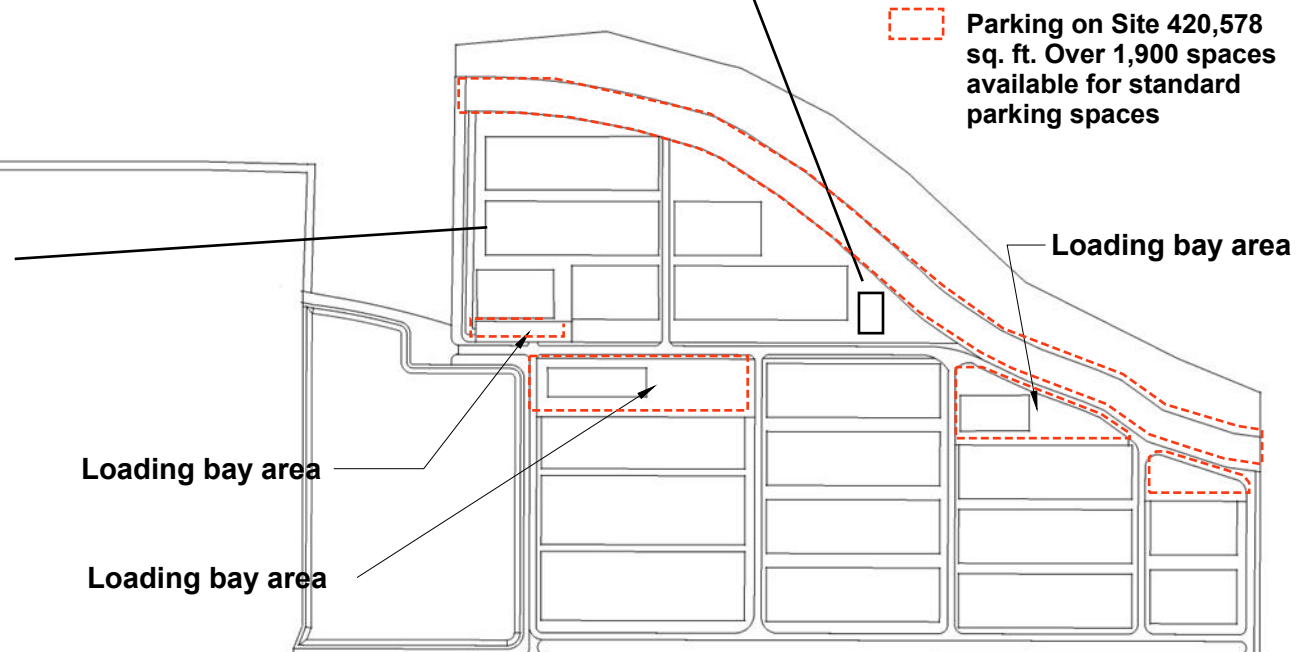
**Fuel** - hemp is an efficient biomass source of methanol

**Paper** - hemp has a low lignin content compared to wood and can be turned to pulp faster and easier and does not need chlorine bleaching which is good for the environment.

**Construction** - fiberboards made from a hemp-based composite are stronger yet lighter than those made from wood. Hemp is an economical construction material that is recyclable.



Typical waste grinders for easy and safe use in order to meet required waste disposal regulations. Located in the headhouse of cultivation standard units.



Item 2.

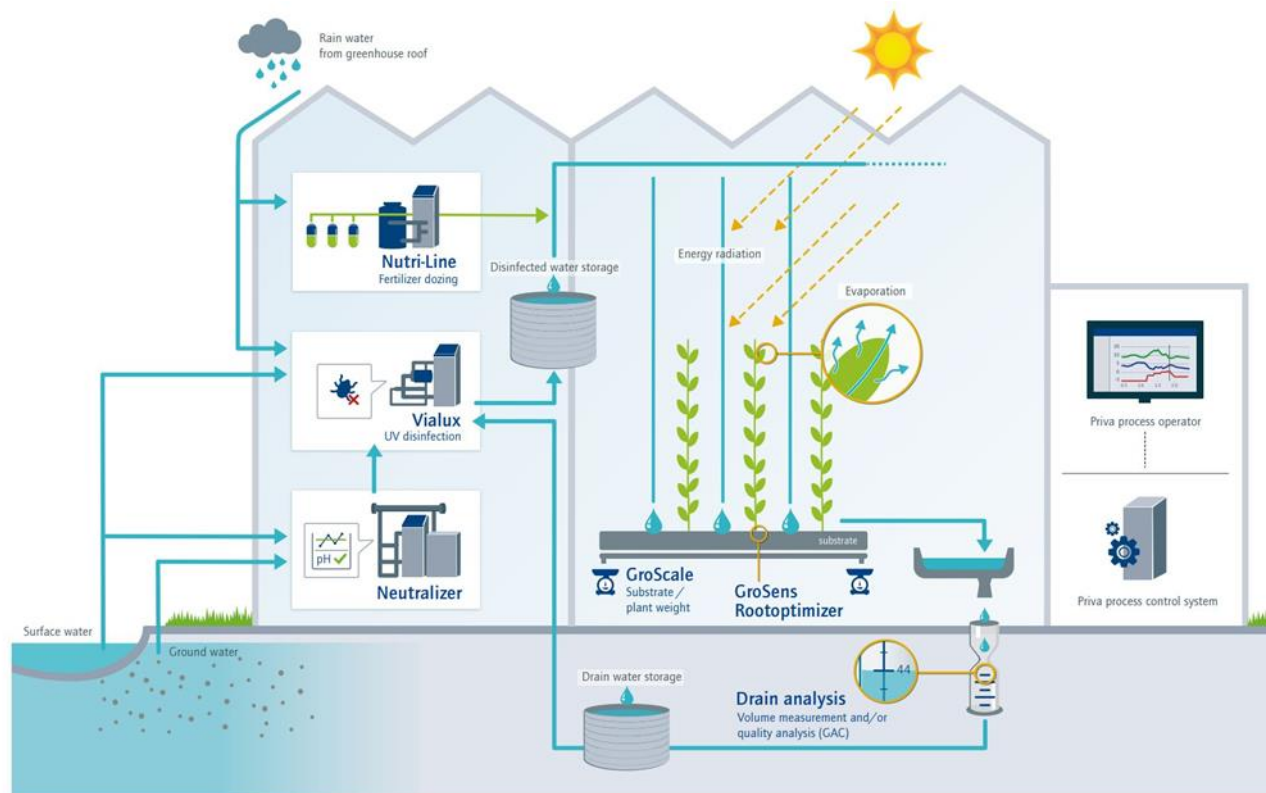
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**PROJECT:**  
Colusa Triple Crown

**Waste Storage Plan  
and Loading areas**





## Water Management reuse water cycle

Water management a closed loop system for healthy growth. Priva supplies automated watering systems that allows you to efficiently dose high quality irrigation water and to recirculate it safely.

**Pre-treatment:** responsible and economical water management starts with the correct pre-treatment of the water. HD-UV disinfection is a very reliable water disinfection method; it uses little energy, is safe for the environment and is low maintenance and prevents the spread of pathogens. Priva's watering system allows you to fine tune the bicarbonate content so that a stable pH is achieved. The EC pre-mixing allows you to reuse the drain water to the greatest possible extent.

**Fertigation:** The fertigation must be flexible and straightforward and Priva system controls this with stable EC and pH. The correct pH allows plants to absorb the fertilizer efficiently, and a stable EC ensures better growth in the greenhouse and a longer shelf life in the supply chain.

**Water recirculation:** The Priva systems disinfect the drain water. This is even more effective using a combination of HD-UV and oxidation: growth inhibitors and other harmful substances are broken down more effectively. See appendix for more detail

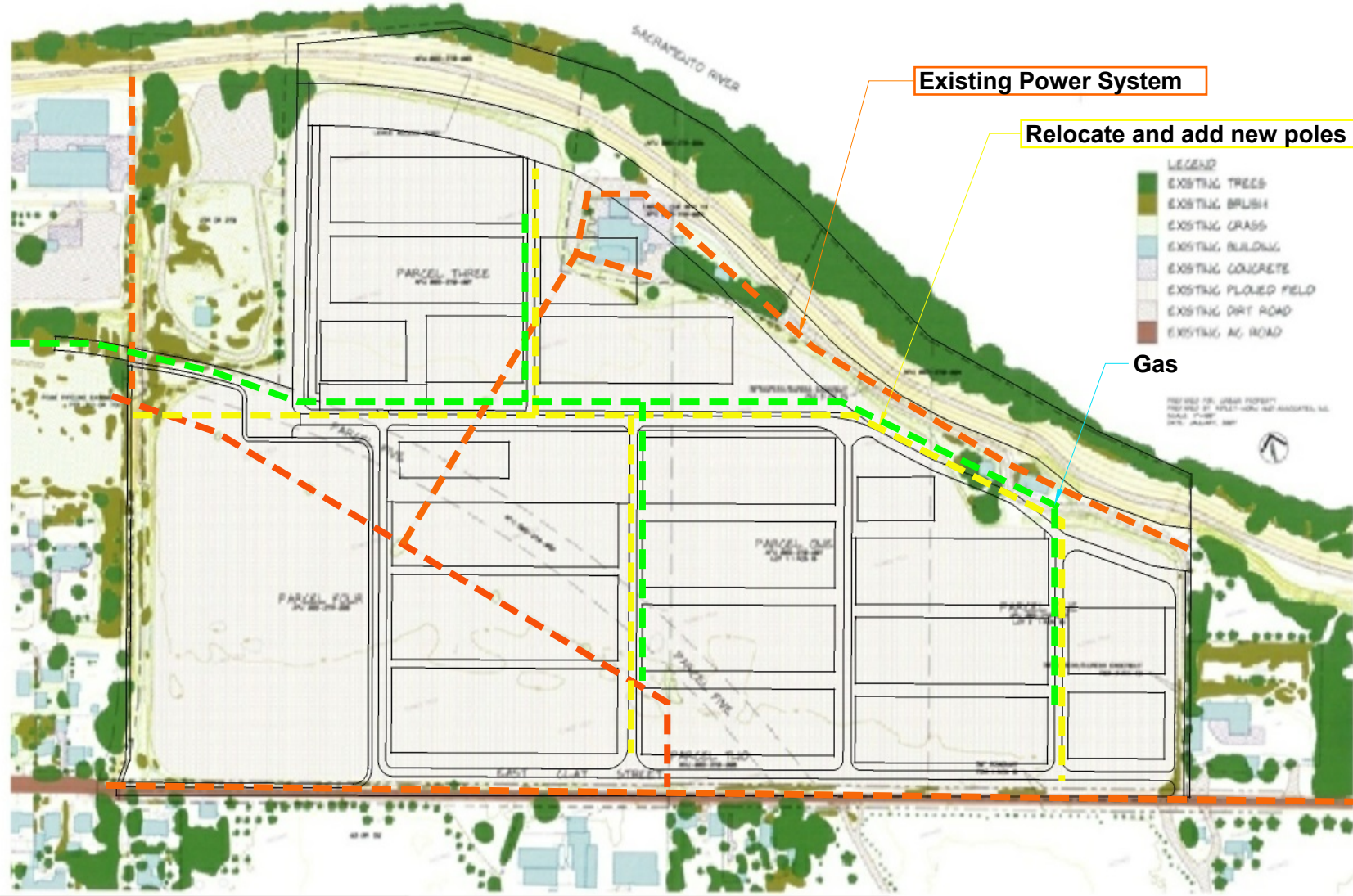
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**PROJECT:**  
Colusa Triple Crown  
**Water Management and Recirculation Plan**



# EXISTING CONDITIONS MAP



**Owner:**  
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Davis CA 95616

**Applicant:**  
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1046 Olive Dr. Suite 3b  
Davis, CA 95616

**PROJECT:**  
Colusa Triple Crown

**A.31 Power Distribution System**



## ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF COLUSA AND COLUSA RIVERBEND ESTATES, LP AND COURTNEY DUBAR RELATIVE TO THE OPERATION OF A CANNABIS CENTER BUSINESS PARK LOCATED AT THE NORTHEAST CORNER OF THE CITY, BORDERED BY THE SACRAMENTO RIVER ON THE NORTH, CLAY STREET ON THE SOUTH, AND D STREET ON THE WEST IN COLUSA

The City Council of the City of Colusa does ordain as follows:

Section 1. The City Council of the City of Colusa finds and determines that:

A. All procedures of the California Environmental Quality Act (“CEQA”), California Public Resources Code §21000 *et seq.*, and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 *et seq.* have been satisfied because:

1. October 30, 2007, the City of Colusa in its capacity as CEQA Lead Agency certified a Master Environmental Impact Report for the City of Colusa General Plan (SCH 2005072145), which document was prepared in accordance with CEQA Guidelines section 15175 and 15176.
2. The City of Colusa, as “Lead Agency,” commissioned the preparation of an Initial Study/Mitigated Negative Declaration (“IS/MND”), dated February 2019, and incorporated herein by reference, to evaluate the potential environmental impacts associated with the Colusa Triple Crown Cannabis Business Park.
3. The IS/MND was prepared in compliance with CEQA Guidelines Sections 15152 & 15168, and identified mitigation measures that would avoid or mitigate the potential environmental effects of the Project to a point where clearly no significant effects would occur, and such mitigation measures are incorporated to the Project herein by reference.
4. On July 16, 2019, in compliance with to CEQA Guidelines Section 15074, the City Council passed Resolution 19-19, adopting a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program for the Colusa Triple Crown Cannabis Business Park and no further environmental review is required.

B. The development agreement is consistent with and implements the policies of the City of Colusa's General Plan, including the Housing Element.

C. The development agreement is compatible with the land uses and development regulations prescribed by the zoning for the 85.60 acre property in the City of Colusa located in the northeast corner of the City, bordered by the Sacramento River on the north, Clay Street on the south, and D Street on the west (“Site”).



D. The development agreement will not be detrimental to the health, safety, and welfare of persons residing in the immediate area nor be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of residents of the city as a whole.

E. The development agreement will not adversely affect the orderly development of property or the preservation of property, on or off the project Site.

F. The agreement is consistent with the provisions of Government Code Sections 65864 through 65869.5.

Section 2. The Planning Commission, during a duly noticed public hearing held on August 24, 2022, passed a resolution by a vote of XXX recommending City Council approval of this Ordinance for the Development Agreement.

Section 3. The City Council of the City of Colusa hereby approves the Ordinance for the Development Agreement, attached hereto and incorporated by reference herein, by and between the City of Colusa and Colusa Riverbend Estates, LP and Courtney Dubar relative to the cultivation and manufacturing of cannabis and cannabis products.

Section 4. The City Council of the City of Colusa hereby directs the Mayor to sign the Development Agreement by and between the City of Colusa and Colusa Riverbend Estates, LP and Courtney Dubar relative to cannabis manufacturing on behalf of the City of Colusa and directs the City Clerk to record said document with the Colusa County Recorder.

Section 5. Within fifteen days of passage of this ordinance, the City Clerk shall cause the full text of the ordinance, with the names of those City Council members voting for and against the ordinance, to be published in a newspaper of general circulation circulated in the City. In lieu of publishing the full text of the ordinance, the City Clerk, if so directed by the City Attorney and within fifteen days, shall cause a summary of the ordinance, prepared by the City Attorney and with the names of the City Council members voting for and against the ordinance, to be published in a newspaper of general circulation circulated in the City, and shall post in the office of the City Clerk a certified copy of the City Council members voting for and against the ordinance. The publication of a summary of the ordinance in lieu of the full text of the ordinance is authorized only where the requirements of Government Code section 36993 (c) (1) are met.

INTRODUCED at a regular meeting of the City Council of the City of Colusa held on \_\_\_\_\_, 2022, by the following vote:

AYES: Councilmembers:  
 NOES: Councilmembers:  
 ABSENT: Councilmembers:  
 ABSTAIN: Councilmembers:

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Colusa held on \_\_\_\_\_, 2022, by the following vote:



AYES: Councilmembers:  
NOES: Councilmembers:  
ABSENT: Councilmembers:  
ABSTAIN: Councilmembers:

---

TOM REISCHE, Mayor

ATTEST:

---

SHELLY KITTLE, City Clerk

First Reading:

Second Reading:

Effective Date:

ATTACHED:

DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF COLUSA AND  
COLUSA RIVERBEND ESTATES, LP AND COURTNEY DUBAR



RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Colusa  
425 Webster Street  
Colusa CA 95932

Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
Recording Fee Exempt per Government Code §6103

### **DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** (this "Agreement") is made and entered into as of \_\_\_\_\_, 2022 (the "**Execution Date**"), by and between the **CITY OF COLUSA, a California municipal corporation ("City")** and **COLUSA RIVERBEND ESTATES L.P., a California limited partnership, and COURTNEY DUBAR (AND/OR ASSIGNEE(S))** (collectively, "**Owner**"). City and Owner are sometimes referenced together herein as the "Parties." In instances when a provision hereof applies to each of the Parties individually, either may be referenced as a "Party." The Parties hereby jointly render the following statement as to the background facts and circumstances underlying this Agreement.

### **RECITALS**

- A. The State of California enacted California Government Code Sections 65864 *et seq.* ("**Development Agreement Statutes**") to authorize municipalities to enter into development agreements with those having an interest in real property to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development in connection with the development of real property within their jurisdiction.
- B. The purpose of the Development Agreement Statutes is to authorize municipalities, in their discretion, to establish certain development rights in real property for a period of years regardless of intervening changes in land use regulations, to vest certain rights in the developer, and to meet certain public purposes of the local government.
- C. Owner owns approximately 85.60 acres in the City of Colusa located in the northeast corner of the City, bordered by the Sacramento River on the north, Clay Street on the south, and D Street on the west, known herein as "Parcel 1", "Parcel 2", "Parcel 3" and "Parcel 4", as depicted on **Exhibit A** and legally described on **Exhibit B** attached hereto and incorporated herein by this reference (the "**Property**").



- D. Owner proposes to develop and operate a business park for cannabis cultivation and processing (the “**Cannabis Center**” or “**Project**”) on approximately 85.60 acres of the Property, as described in **Exhibit C** attached hereto and incorporated herein by this reference.
- E. The Cannabis Center will be developed in three (3) phases (each, a “Phase”, together, “Phases”) with approximately a total of 1,469,546 square feet of building space containing cultivation structures, drying and processing space, warehouses, manufacturing and research facilities, plus a drainage basin, which may be used for all or a combination of such activities as cannabis planting, growing, harvesting, drying, curing, grading, trimming, extracting, manufacture into cannabis products, testing, distribution and transportation. Phase 1 of the Project shall consist of the development of two (2) buildings totaling approximately 401,165 square feet (“**Phase 1**”); Phase 2 of the Project shall consist of the development of an additional four (4) buildings totaling approximately 560,000 square feet (“**Phase 2**”); and Phase 3 of the Project shall consist of the development of a final addition of four (4) buildings totaling approximately 522,680 square feet (“**Phase 3**”) (for a total of approximately 1,483,845 square feet in ten (10) buildings); all subject to change.
- F. The Cannabis Center shall operate in accordance with all applicable cannabis laws promulgated in the State of California and in effect on the Execution Date of this Agreement (collectively, the “California Cannabis Laws”).
- G. Owner may lease all or portions of the Cannabis Center (such lessees and/or their sublessees are identified here in as “**Tenants**”). Owner may also sell all or portions of the Cannabis Center to third parties (“**Buyers**”). Prior to operating a cannabis manufacturing facility, Tenants and Buyers shall be required to obtain a cannabis manufacturing facility regulatory permit from the City, but shall be allowed to operate under Owner’s Special Use Permit (as defined below) and shall not be required to obtain a separate cannabis manufacturing special use permit. Where appropriate, Owner, Tenants and Buyers shall collectively be referred to in this Agreement as “**Developers**”.
- H. Developers will also be required to obtain licenses form the State of California the City’s Cannabis Business Regulatory Permits, to the extent such licenses are required by the California Cannabis Laws and are being issued.
- I. On June 6, 2017, the City Council of City adopted Ordinance No. 519 attached hereto as **Exhibit D** and incorporated herein by this reference amending the City Zoning Code and Municipal Code to permit cannabis-related activities and authorize issuance of cannabis-related permits, which among other things: (1) created a new “CM” Cannabis Manufacturing Combining District zoning district (the “**CM Combining District**”); (2) added a new Section 33.03 to the City Zoning Code authorizing issuance of Cannabis Manufacturing Special Use Permits; (3) added a new Article 21.5 to the Zoning Code providing regulations regarding Cannabis Manufacturing Special Use Permits; (4) added a new



Chapter 12F to the Municipal Code authorizing issuance of Cannabis Manufacturing Facilities Regulatory Permits and providing regulations regarding such permits; and (5) added and amended certain defined terms related thereto (collectively, (the “**City Cannabis Law**”).

1. Owner has applied to City for the following approvals needed to develop and operate the Project: A General Plan Amendment **was approved and adopted July 16, 2019 Resolution 19-20** to change the land use designation of the Cannabis Center from “Low Density Residential” to “Industrial District” (the “**General Plan Amendment**”).
  2. Rezoning **has been approved** to change the zoning for the Cannabis Center from “Planned Development (P-D) District” to “Light Industrial (M-1) District” (the “**M-1 Rezoning**”) (but not mentioning the CM District).
  3. Lot line adjustment to merge and reconfigure eight legal parcels into four legal parcels, and to divide the Cannabis Center area into four parcels intended to develop the Project in Phases (the “**Lot Line Adjustment**”).
  4. Cannabis Manufacturing Special Use Permit for the Cannabis Center (the “**Special Use Permit**”), submitted with the design review application to the City on March 21, 2022.
  5. Cannabis Manufacturing Facilities Regulatory Use Permit for the Cannabis Center (the “**Regulatory Permit**”).
  6. This Development Agreement for the Project.
- J. As part of adopting the City of Colusa General Plan, City previously prepared and certified a Master Environmental Impact Report (the “**MEIR**”) pursuant to California Public Resources Code §21000 *et seq.* (the California Environmental Quality Act or “**CEQA**”) and Title 14 of the California Code of Regulations, Chapter 3, §15000 *et seq.* (the “**CEQA Guidelines**”). The MEIR evaluated environmental effects of development allowed under the General Plan and identified mitigation measures. The MEIR included analysis of a residential development proposed for the Property (the “**Prior Project**”).
- K. Pursuant to CEQA, City prepared a draft Initial Study (“**IS**”) and proposed Mitigated Negative Declaration (“**MND**”) for the Project (State Clearinghouse No. 2019029059, taking into consideration the MEIR’s analysis of the Prior Project and incorporating mitigation measures from the MEIR to the extent applicable to the Project (the “**IS/MND**”). The IS/MND was made available for public review for the period February 13 to March 15, 2019, during which time City received comments. City subsequently considered the comments and prepared responses as appropriate.
- L. City and Owner have agreed that, as a condition of allowing the Cannabis Center, and due to the unique circumstances of the proposed Project,



Developers shall pay to the City an annual fixed fee per Phase of the Project, which will cover all permitted activities, including but not limited to, cultivation, manufacturing, warehouse, distribution and sale (but no on-site dispensary), research and development, processing, nursery and administration.

- M. Following recommendations by the Colusa Planning Commission adopted at its hearing on May 22, 2019, the Colusa City Council on July 16, 2019, held a duly noticed public hearing and took the following actions requested by Owner (the “**Initial Approvals**”, and together with approval of this Agreement, the “**Project Approvals**”):
1. **Mitigated Negative Declaration.** After considering the public comments received by City and in compliance with CEQA, adopted Resolution No. 19-19: (a) adopting the MND as adequate under CEQA to consider approval of the Project Approvals; (b) adopting findings as required by CEQA supporting adoption of the MND; (c) accepting mitigation measures recommended by the MND; and (d) adopting a mitigation monitoring and reporting program (“**Mitigation Program**”) to be applied to the Property and the Project.
  2. **Rezoning.** Introduced Ordinance No. 537 (a) approving a General Development Plan Rezoning the Property to M1-PD to allow the Cannabis Center uses proposed by Owner and to the Cannabis Center Site (the “**Rezoning**”), which Ordinance No. 537 at its second reading was adopted by the City Council at a duly noticed public hearing on August 6, 2019 approving the Rezoning. As part of approving the Rezoning, the City Council acknowledged that adopting the City Cannabis Law allowing and regulating cannabis cultivation served to supersede earlier adopted Section 12E of the Municipal Code which purported to prohibit cannabis cultivation, even though Ordinance 519 did not expressly identify or delete Section 12E, so that the Project and the Project Approvals are not inconsistent with or in violation of the Municipal Code notwithstanding Section 12E remaining part of the Code.
  3. **Cannabis Manufacturing Special Use Permit.** Adopted Resolution No. \_\_\_\_\_ approving the Special Use Permit to allow the Cannabis Center uses proposed by Owner.
  4. **Cannabis Manufacturing Facilities Regulatory Permit.** Adopted Resolution No. \_\_\_\_\_ approving the Regulatory Use Permit to allow the Cannabis Center uses proposed by Owner.
- N. On \_\_\_\_\_, the City Engineer approved the Lot Line Adjustment pursuant to the California Subdivision Map Act and City Code, which does not require action by the Planning Commission or City Council.



- O. City has given public notice of its intention to adopt this Agreement and has conducted public hearings thereon pursuant to California Government Code §65867. City has found that the provisions of this Agreement and its purposes are consistent with the objectives, policies, general land uses and programs specified in City's General Plan, zoning code and municipal ordinances.
- P. City, in entering into this Agreement, acknowledges that certain City obligations hereby assumed shall survive beyond the terms of the present Council members, that this Agreement will serve to bind City and future Councils to the obligations hereby undertaken, and that this Agreement shall limit the future exercise of certain governmental and proprietary powers of City. By approving this Agreement, the Council has elected to exercise certain governmental powers at the time of entering into this Agreement rather than defer its actions to some undetermined future date. The terms and conditions of this Agreement have undergone extensive review by City and the Council and have been found to be fair, just and reasonable. City has concluded that the pursuit of the Project will serve the best interests of its citizens and that the public health, safety and welfare are best served by entering into this obligation. Owner has represented to City that it would not consider or engage in the Project absent City approving this Agreement; *i.e.*, assuring Owner that it will enjoy the development rights.
- Q. The City agrees that Owner's land use entitlements for the Project shall vest for the Term of this Agreement as described below.
- R. After conducting a duly noticed hearing, on August 24, 2022 the Planning Commission of the City reviewed, considered and approved the Project and recommended approval of the execution of this Agreement to the City Council. The Planning Commission found the Project: consistent with the objectives, policies, general land uses and programs specified in the general plan; compatible with the uses authorized by the zoning code; is in conformity with the public necessity, public convenience, general welfare and good land use practices; will not be detrimental to the health, safety and general welfare of the city; will not adversely affect the orderly development of property or the preservation of property values; and will have a positive fiscal impact on the City.
- S. After conducting a duly noticed hearing on \_\_\_\_\_, 2022, and after independent review and consideration, the City Council introduced Ordinance No. \_\_\_\_\_ to approve this Agreement (the "**Enacting Ordinance**"). On \_\_\_\_\_, 2022 (the "**Approval Date**"), the City Council held a duly noticed public hearing for a second reading, considered the adopted MND as it applied to this Agreement, and adopted Ordinance No. \_\_\_\_\_ approving this Agreement and authorizing its execution. As part of its approval, the City Council made the findings required by the Development Agreement Statute and City Code with respect to this Agreement, and among other attributes found this Agreement and the Project: consistent with the objectives, policies, general land uses and programs specified in the general plan; compatible with the uses authorized in the zoning code; is in conformity with good land use practices; will not be



detrimental to the health, safety and general welfare of the City; and is in the best interest of the City of Colusa and its residents. The City Council additionally conducted independent review and consideration of the potential environmental effects that might be caused by the Project and this Agreement, and as part of the Project Approvals imposed mitigation measures to avoid or reduce potential impacts.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Binding Effect of Agreement. The Parties agree that the Recitals above are true and correct and intend to be bound by same; the Parties further agree to the incorporation by reference herein of said Recitals, together with all definitions provided and exhibits referenced therein. This Agreement pertains to the Property as described in **Exhibit A** and shown in **Exhibit B**. Except as otherwise provided in Section 15 of this Agreement, the burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, all successors-in-interest of the Parties and constitute covenants which run with the Property. In order to provide continued notice thereof, the Parties will record this Agreement with the Colusa County Recorder. The word “Owner” as previously defined and used herein shall include successor owners, apart from government or quasi-public agencies, of any portion of the Property. Should the size or orientation of any Property component specified above be changed in minor respects, e.g., changed by a lot line adjustment, this Agreement shall not thereby be deemed to have been affected or invalidated, but the rights and obligations of the Parties and their successors shall remain as provided herein.

2. Relationship of the Parties. It is hereby specifically understood and acknowledged that the Project is a private project and that neither City nor Developers will be deemed to be the agent of the other for any purpose whatsoever. City and Owner hereby renounce the existence of any form of joint venture or partnership between or among them and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making City and Developers joint venturers or partners.

3. Term. The effective date of this Agreement (“**Effective Date**”) shall be thirty (30) days after the Approval Date as defined in Recital S. Except as otherwise specified herein, the term of this Agreement (the “**Term**”) shall be forty (40) years from the Effective Date. The Term shall generally be subject to earlier termination or extension as hereinafter provided, however, notwithstanding any other term in this Agreement, including but not limited to delay from any cause or reason, the expiration of the Term of this Agreement shall be the 40th year from the Effective Date unless extended under the express provisions of section 3.2 below.

3.1. Term Extension – Third Party Issues. Notwithstanding the Parties’ expectation that there will be no limit or moratorium upon the Project’s development or the issuance of building or other development related permits (a “**Development**



**Limitation**") during the Term, the Parties understand and agree that various third parties may take action causing a *de facto* Development Limitation. Consequently, the Term shall be extended for any delay arising from or related to any of the potential Development Limitations that follow in the subsections below for a time equal to the duration of that delay occurring during the Term. No Development Limitation may arise or result from an action or omission by Developers.

3.1.1. Litigation. Any third party-initiated litigation that arises from or is related to any City action or omission with respect to this Agreement, the Project Approvals or any subsequent City approval required in connection with the Project's development, or third party initiated litigation having the actual effect of delaying the Project's development. This extension period related hereto shall include any time during which appeals may be filed or are pending.

3.1.2. Government Agencies. Any delay arising from or related to the act(s) or omission(s) any third party governmental agency, quasi-public entity or public utility, and beyond the reasonable control of Developers.

3.1.3. Force Majeure. Any delay resulting from war; insurrection; strikes; lock outs; picketing; other labor disputes; riots; floods; earthquakes; fires; other acts of mother nature; casualties; contamination; supernatural causes; acts of the "public enemy"; epidemics; quarantine restrictions; freight embargoes; lack of transportation; unusually severe weather; inability to secure necessary labor, materials, supplies or tools; delays of any contractor, subcontractor or supplier; or any other causes beyond the reasonable control of Developers.

3.2. Term Extensions. The Term of this Agreement may be extended in either of the following ways:

3.2.1. Request of Owner. This Agreement's Term may be extended by the City Manager at his or her discretion and without need for a further formal amendment of this Agreement, for one (1) additional ten (10) year period following the expiration of the initial Term upon the occurrence of all of the following:

3.2.2. Written Notice. Owner shall give written notice to City of a request for the Term Extension no later than fifteen (15) days before the expiration of the Term; and

3.2.3. No Default by Owner. Owner shall not be in default with respect to any provision of this Agreement or any subsequent agreement or understanding between the Parties arising from or related to this Agreement, having received notice from City of said default per this Agreement, or if Owner did in fact default as to this Agreement, upon notice from City, that Owner did cure said default during the period to cure provided herein to City's satisfaction.

3.2.4. Mutual Agreement of Parties. This Agreement's Term may be extended by mutual agreement of the Parties.



### 3.3. Termination of Agreement.

3.3.1. Upon the termination of this Agreement, either by expiration or otherwise, Developers shall have no right to engage in cannabis cultivation or manufacturing at the Cannabis Center Site, except as may otherwise be allowed by then-applicable City ordinance, law or separate development agreement.

### 3.4. Project Approvals.

3.4.1. Term of Project Approvals. Notwithstanding anything to the contrary in the Applicable Law (as defined below), including without limitation the City Cannabis Law, each of the Project Approvals, including any Subsequent Approvals and including any approvals or permits obtained by Tenants and Buyers, shall vest for the longer of (a) the then-remaining Term of this Agreement as it may be extended or (b) the term of the particular approval.

3.4.2. Regulatory Permits Applications. Each Tenant and Buyer shall be required to obtain a separate Regulatory Permit, but shall be allowed to operate under Owner's Special Use Permit for the Term of this Agreement. With respect to regulatory permit applications by Tenants and Buyers, City expressly waives the following requirements, set forth in Chapter 12 F - 4.A of the Municipal Code of the City of Colusa (as may be amended from time to time):

1. Complete property ownership and lease details, where applicable. If the Business Owner is not the Premises Owner, the applications form must be accompanied with a notarized acknowledgment from the Premises Owner that Cannabis Operations will occur on its property.
2. A diagram and floor plan of the entire Premises, denoting all the use of areas proposed for Cannabis Operations, including, but necessarily limited to, cultivation, processing, manufacturing, testing, transportation, deliveries, and storage. The diagram and floor plan need not be prepared by a registered design professional, but must be drawn to a designated scale or drawn with marked dimensions of the interior of the Premises to an accuracy of plus or minus twenty-four (24) inches.
3. The proposed security arrangements for ensuring the safety of persons and to protect the Premises from theft.
4. An accurate straight-line drawing prepared within thirty (30) days prior to the application depicting the building and the portion thereof to be occupied by the Cannabis Operation and the property line of any school as set forth in the Operational Requirements.

3.4.3. Automatic Renewal of Regulatory Permits. Notwithstanding any provision of Chapter 12 F - 4.E of the Municipal Code of the City of Colusa each Regulatory Permit for Tenants and Buyers shall continue in force and automatically renew annually without a written application for renewal, provided the permit holder has paid all renewal fees due and payable, unless the permit holder is found to be in default



of the Agreement, violation of applicable State regulations or the Existing City Law (as defined below) after notice of such violation and a reasonable opportunity for cure (which cure period shall not be less than sixty (60) days), unless such cure is continuously and actively being pursued and the annual renewal fees have been paid.

3.4.4. Regulatory Permit Fees. Fees charged by City for the initial issuance or automatic annual renewal of a Regulatory Permit for Tenants and Buyers shall not exceed the amounts established by resolution of the City Council.

4. Cannabis Center City Compensation Payments. In consideration of City's entering into this Agreement and authorizing development and operation of the Project, the requirements for City services created by the Project, the City ensuring Developers' compliance with this Agreement, the California Cannabis Laws, the City Cannabis Law and the Applicable Law (as defined below), throughout the Term of this Agreement, Developers shall make the following payments to City:

4.1. Phasing of City Compensation Amounts. Developers shall pay compensation to the City according to the building development schedule upon completion of construction of each Phase of the Project, as shown in the example for Phase 1 below. The Project consists of three Phases and each building in each Phase of the Project will be assessed a fixed annual compensation (the "**City Compensation**") in the amount of \$2.50 per square foot (the "**City Compensation Rate**") of Gross Building Area ("**GBA**"), subject to the adjustment process set forth in this Agreement. Gross Building Area means the total area of all floors, measured in square feet, of a building enclosed by the outside surface of exterior walls thereof. The square footage of the floor area of mezzanines shall be included in Gross Building Area. Payment of the City Compensation for each building will be due upon receipt from the City of a Notice of Completion for each building in each particular Phase, along with the issuance of all regulatory license(s) approval, and annually thereafter for the remaining Term of this Agreement. Note that each payment is in advance of any production at each greenhouse. An example Compensation Rate Schedule for Phase 1 is shown below.

Colusa Farms			
		City	
Phase 1	Square Feet	Compensation Rate	City Compensation
Building 1a	106,395	\$2.50/SF	\$265,987.50
Building 1b	77,426	\$2.50/SF	\$193,565
Building 2	217,344	\$2.50/SF	\$543,360
Total	401,165	\$2.50/SF	\$1,002,912.50

4.2. City Compensation Rate Adjustment Procedure. During the Term of this Agreement, the City Manager and Developer shall meet and confer, at least three



(3) months prior to the date which is every 5<sup>th</sup> anniversary of the Term (each such date, a “**Rate Adjustment Date**”), to reconfirm or reestablish the City Compensation. Within six (6) months of the Effective Date of this Agreement the City and Developer shall establish by Operating Memorandum a determination of a baseline relationship between existing cannabis products sales volume per square foot of GBA, or other appropriate standard as agreed to by the parties, and the City Compensation of \$2.50/SF of GBA. This baseline ratio shall be the ongoing basis of establishing equitable City Compensation Rate during the Term of this Agreement; provided however, in no event shall the City Compensation Rate increase on any Rate Adjustment Date by more than three percent (3%) of the City Compensation Rate in effective on the immediately prior Rate Adjustment Date.

4.3. Requirement to Complete Construction of Phase 1. To vest the City Compensation Rate set forth in Section 4.1 above, Developer shall have received a Notice of Completion for at least 400,000 square feet of GBA on or before the 10<sup>th</sup> anniversary of the Effective Date of this Agreement.

4.4. Modification of City Compensation Rate if Phase 1 Not Completed. If Developer fails to receive a Notice of Completion for at least 400,000 square feet of GBA on or before the 10<sup>th</sup> anniversary of the Effective Date of this Agreement, then the City Compensation Rate set forth in Section 4.1 above shall no longer be valid and effective.

4.4.1. Developer shall then pay, on an annual basis, compensation to the City in the amount of two percent (3%) of the “Gross Annual Revenue”, defined as the amount based on the annual gross sales of the licensed premises from cannabis products and, if applicable, the annual revenue received from manufacturing, packaging, labeling or otherwise handling cannabis or cannabis products for other licensees, in the 12 months preceding the date which is the anniversary date of the issuance of the City Regulatory Permit issued for the licensed premises.

4.4.2. On 10<sup>th</sup> anniversary of the implementation date of this section (if applicable), and every 10 years thereafter, City and Developer shall meet and confer on the 3% rate noted in subsection 4.4.1 above, and negotiate in good faith to reach an equitable adjustment of the 3% rate, either up or down or remaining the same, based on then current market conditions. Any such rate adjustment shall be approved by the City Council but is not considered to be, and need not be processed as, a formal amendment to this Agreement.

4.5. Distribution or Testing (No Fee). Gross receipts of Distributors or Testing Labs engaged in the business of purchasing cannabis from a Cultivator, or cannabis products from a Manufacturer, for sale to a dispensary or executing a contract made directly between a Cultivator /Manufacturer and a dispensary for purposes of distribution shall not be included in Owner’s obligation to pay the City Compensation Rate set forth in Section 4.1 above.



4.6. No Double Taxation. No City Compensation shall be assessed for any sale of cultivated product to an on-site manufacturing operator.

4.7. Certification of Non-Income Tax Exemption. Owner certifies that Owner is not income tax exempt under State or Federal Law and that Owner will not file for such an exemption from the Internal Revenue Service or the Franchise Tax Board. Owner will also require each Tenant and Buyer to certify that the Tenant and Buyer is not income tax exempt under State or Federal Law and will not file for such an exemption.

4.8. Annual Compensation Payments. Annual payments to the City shall be made as set forth in Section 4.8.1 below. The City Compensation shall be the only fee, tax, assessment or other charge owed by Developers and Owner regarding operation or use of the Cannabis Center, and specifically excluding any fee or tax the City might adopt or increase regarding cannabis-related activities and any periodic charge related to renewing or maintaining in effect the Special Use Permit. The following payment procedures shall apply during the operation of the Cannabis Center and the Term of this Agreement.

4.8.1. Annual Payments of the City Compensation of the fixed amount set forth in Section 4.1, as amended from time to time in accord with the procedures of Section 4.2, shall be made to the City within thirty (30) calendar days prior to each anniversary date of receipt by Owner of the Notice of for each building, on a building by building basis.

4.8.2. Annual Payments of City Compensation under Section 4.4, if applicable, are due and payable within ninety (90) calendar days following each Developers/Owner's or Tenant's submittal of their report of cultivation tax or cannabis excise tax to the California Department of Tax and Fee Administration ("CDTFA"), a copy of which shall be provided to the City. Any material misstatement or misrepresentation in the report submitted to CDTFA and the City and any failure to pay the City Compensation when due shall constitute events of default by that particular Developer subject to the default provisions of this Agreement.

4.9. Maintenance of Records. Developers shall maintain complete records of their operations to substantiate and document the content of each Certified Report. Such records shall include, without limitation, invoices and payments taken by Developers. Developers shall maintain such records in a form and location reasonably accessible to the City, following reasonable notice to Developers and/or any operator, for a period of at least five (5) calendar years following submission of the Certified Report to which the records apply.

4.10. Audit. Within thirty (30) calendar days following the end of each calendar year, the City may conduct an audit or arrange for a third-party independent audit, at Developers' expense, of Developers records regarding Certified Reports and the Bonus Payment. The City's Finance Director shall provide at least seven (7) business days written notice of the commencement of such audit to Developers, and



shall reasonably attempt to schedule the audit so as to reduce the impact on operations as much as is feasible. Developers shall cooperate with the City in completing the audit. If the audit reveals that a Developer has underpaid the Bonus Payment, that Developer shall pay such underpaid amounts to the City within thirty (30) calendar days of receipt of written notice from the City's Director of Finance in addition to all costs of the audit, including city staff time and outside consultants. If the audit reveals that the Developer has overpaid any amount of the Bonus Payment, City shall provide written notification to the Developer and shall credit such amount against the Developer's subsequent payments of the Bonus Payment until the overpaid amount has been resolved. Neither Owner nor any other Developer shall be liable for payments owed by another Developer.

4.11. Survival. The obligations of Developers, Owner and City under this Section 4 shall survive the expiration or any earlier termination, as applicable, of this Agreement.

## 5. Vested Rights/Use of the Property/Applicable Law/Processing.

5.1. Right to Develop and Operate. Owner shall have the vested right to develop and operate the Project on the Property in accordance with, and subject only to, the terms and conditions of this Agreement, the Project Approvals (as and when issued), and any amendments to any of them as shall, from time to time, be approved pursuant to this Agreement. For the Term of this Agreement, the City's ordinances, codes, resolutions, rules, regulations and official policies governing the development, construction, subdivision, occupancy and use of the Project and the Property including without limitation the Colusa General Plan, the Colusa Municipal Code, and the City Cannabis Law, shall be those that are in force and effect on the Approval Date (collectively, the "Applicable Law"). Notwithstanding anything to the contrary contained herein, this Agreement shall not supersede any other rights Owner may obtain pursuant to City's approval of a vesting tentative map for the Project or a portion of the Project.

5.2. Permitted Uses. The permitted uses of the Property, density and intensity of use of the Property, the maximum height, bulk and size of proposed buildings, the general provisions for reservation or dedication of land for public purposes and for the location and maintenance of on-site and off-site improvements and public utilities, and other terms and conditions of development and operation applicable to the Property and the Project, shall be those set forth in the Project Approvals and this Agreement.

5.3. Exceptions to Applicable Law. Notwithstanding anything to the contrary, the following exceptions and modifications to provisions in the Applicable Law shall apply to development and operation of the Property and Project.

5.3.1. Odor Control. City agrees that the odor control requirements of Section 12F-12 and Section 21.5.06(n) of the Zoning Code of the Municipal Code, adopted as part of the City Cannabis Law, will adequately control odors. Furthermore, City also acknowledges that the IS/MND in Section III(f) determined that odors from the



Project would have a less than significant impact given cultivation will be indoors and buildings will have air filtration and ventilation systems to control odors.

#### 5.4. Applicable Fees, Exactions and Dedications.

The City acknowledges and agrees that any typical development impact fees associated with the construction of buildings will be deferred until one year after receipt of the Notice of Completion by Developer for each building in a particular Phase. Furthermore, City acknowledges and agrees that development impact fees for any other improvements on the Property shall be deferred until one year after receipt of the Notice of Completion by Developer of the first greenhouse.

5.4.1 This Agreement does not limit City's discretion to impose or require payment of fees, dedication of land, or construction of public improvements or facilities in connection with development of the Property that are identified as required to mitigate specific environmental and other impacts of a Subsequent Approval, so long as not inconsistent with the terms and conditions of this Agreement.

5.4.2 Nothing shall restrict the ability of City to impose conditions or fees on the issuance of building permits that lawfully could have been imposed as conditions of approval of an approved tentative map based on a finding that the condition or fee is necessary because (i) it is required in order to comply with state or federal law, or (ii) failing to impose the condition or fee would place occupants of the Project or the community in a condition dangerous to their health or safety.

5.5. New Taxes and Assessments. To the extent allowed by state or federal law, no new taxes, assessments or other charges not in force and effect as of the Approval Date shall be levied against the Property, the Project or Owner except as specified in this Agreement. No increase in an existing tax, assessment or other charge shall be levied, even if an increase already is specified or authorized in applicable City codes and regulations.

#### 5.6. Construction Codes.

5.6.1. Uniform Codes Applicable. Notwithstanding the provisions of Section 5.2 above, to the extent Applicable Law includes requirements under the state or locally adopted building, plumbing, mechanical, electrical and fire codes (collectively the "**Construction Codes**"), the Construction Codes included shall be those in force and effect at the time Owner submits its application for the relevant building, grading, or other construction permits to City; provided, in the event of a conflict between such Construction Codes and the Project Approvals, the Project Approvals shall, to the maximum extent allowed by law, prevail.

5.6.2. Rules for Public Improvements. For construction of public infrastructure, the Construction Codes along with any ordinances, resolutions, rules, regulations and official policies governing design, improvement and construction standards and specifications applicable to such construction shall be those in force and



effect at the time of execution of the applicable improvement agreement between City and Owner, or at the time of permit approval if there is no improvement agreement.

#### 5.7. New Rules and Regulations.

5.7.1. During the term of this Agreement, City may apply to the Property and the Project new or modified ordinances, resolutions, rules, regulations, standards, policies, conditions, specifications, new or amended general plan, specific plan and zoning provisions, new or amended fees or other exactions of the City which were not in force and effect on the Approval Date and thus not part of the Applicable Law (collectively, **"New Rules"**) only if (a) the New Rule is consented to in writing by Owner in Owner's sole and absolute discretion; or (b) it is otherwise expressly permitted by this Agreement. If City adopts a New Rule, Owner in its sole and absolute discretion may elect to comply with and receive the benefits of any New Rule by providing written notice to City of said election, after which such New Rule shall thereafter become part of the Applicable Law for the remaining Term of this Agreement.

5.7.2. City shall not be precluded from applying any New Rules to the Project or the Property under the following circumstances, where the New Rules are:

(a) Specifically mandated by changes in state or federal laws or regulations adopted after the Approval Date pursuant to Government Code section 65869.5;

(b) Specifically mandated by a court of competent jurisdiction taking into consideration the vested rights protection provided by this Agreement and the Development Agreement Statutes;

(c) Changes to the Uniform Building Code or similar uniform construction codes, or to City's local construction standards for public improvements so long as such code or standard has been adopted by City and is in effect on a City-wide basis; or

(d) Required as a result of facts, events or circumstances presently unknown or unforeseeable that would otherwise have an immediate adverse risk on the health and safety of the surrounding community.

(e) The City is currently preparing amendments to Chapters 12.E, 12.F and Section 21.5.06(n) of the Zoning Code of the City Municipal Code which will be of citywide applicability, and Developer agrees that any changes to Chapter 12.E and 12.F and Section 21.5.06(n) of the Zoning Code approved by the City Council prior to the date Developer applies for their first building permit will be applicable to the Project.

5.8. Other Emergency Restrictions. Notwithstanding anything to the contrary contained herein, if an ordinance, resolution, policy, directive or other measure is enacted or becomes effective, whether by action of City, by initiative, referendum, or



otherwise, and if it imposes a building moratorium, a limit on the rate, timing, phasing or sequencing of development, a restriction on operations, or a voter-approval requirement which affects all or any part of the Property or Owner's ability to develop and operate the Project (collectively, "**Restrictions**"), City agrees that such Restrictions shall not apply to the Project, the Property, this Agreement, the Project Approvals or the Subsequent Approvals unless it is imposed as part of a declaration of a local emergency or state of emergency as defined in Government Code section 8558, provided that to the extent it applies to all or any part of the Project then the Term shall automatically be extended for a period of time equal to the period during which the Restriction applies.

#### 5.9. Development of the Project; Phasing; Timing.

5.9.1. No Requirement to Develop. Notwithstanding any provision of this Agreement, City and Owner expressly agree that there is no requirement that Owner must initiate or complete any action, including without limitation development of the Project or any portion or phase of the Project, within any period of time set by City, and City shall not impose such a requirement on any Project Approval or Subsequent Approval except as needed to ensure that necessary infrastructure is completed in an orderly fashion. Nothing in this Agreement is intended to create nor shall it be construed to create any affirmative development obligations to develop the Project at all or in any particular order or manner, or liability in Owner under this Agreement if the development fails to occur. It is the intention of this provision that Owner be able to develop the Property in accordance with its own time schedules and the Project Approvals. City acknowledges that Owner at this time cannot predict when or the rate at which or the order in which portions or phases of the Project will be developed, and City recognizes that many factors affect such actions that may not be within Owner's control, including but not limited to market orientation and demand, interest rates and funding availability, and competition. Nothing in this Agreement shall exempt Owner from completing work required by a subdivision agreement, road improvement agreement or similar agreement in accordance with the terms thereof, nor shall this Section 5.8 affect the Term of this Agreement or of any related Project Approvals or Subsequent Approvals.

5.9.2. No Restriction on Timing. City agrees that Owner shall be able to develop in accordance with Owner's own time schedule as such schedule may exist from time to time, and Owner shall determine which part of the Property to develop first, and in what sequence, and at Owner's chosen schedule. In particular, and not in limitation of any of the foregoing, 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 consider and expressly provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the Parties' intent to avoid that result by acknowledging that Owner shall have the right to develop the Property in such order and at such rate and at such times as Owner deems appropriate within the exercise of its subjective business judgment, and that the timing, rate or sequence of development and occupancy of the Project shall not be restricted or dictated by any means other than as specifically may be recognized in this Agreement.



#### 5.10. Processing and City Discretion.

5.10.1. Nothing in this Agreement shall be construed to limit the authority or obligation of City to hold necessary public hearings, nor to limit the discretion of City or any of its officers or officials with regard to those Subsequent Approvals that require the exercise of discretion by City, provided that such discretion shall be exercised consistent with the vested rights granted by this Agreement, the Applicable Law and the Project Approvals, and City shall apply the Applicable Law as the controlling body of law.

5.10.2. Owner acknowledges that implementation of the Project will require City's consideration and approval of applications for Subsequent Approvals and that City will complete environmental review in connection with those Subsequent Approvals as required by CEQA and other applicable federal, state and local laws and regulations. City's environmental review of the Subsequent Approvals pursuant to CEQA shall utilize the MEIR and the MND to the fullest extent permitted by law; provided, however, nothing in this Agreement shall be deemed to limit the legal authority of City to conduct any environmental review required under CEQA or other applicable laws and regulations.

5.11. Regulation by Other Public Agencies. The Parties acknowledge that other public agencies not within City's control may possess authority to regulate aspects of development of the Property, and this Agreement does not limit such authority of other public agencies.

6. Covenants of Owner. During the Term of this Agreement, Owner hereby covenants and agrees with the City as follows:

6.1. Implementation. Owner shall use commercial reasonable efforts to pursue the implementation of the Project as expeditiously as feasible, in the form approved by the City, subject to this Agreement, the Project Approvals and the Applicable Law.

6.2. Maintain & Operate Project. Developers shall maintain and operate the Project on the Property, once constructed, throughout the Term of this Agreement, in accordance with this Agreement, the Project Approvals, the Applicable Law, and all State and Federal laws.

6.3. Hold Harmless Owner shall defend (with counsel reasonably acceptable to City), indemnify and hold City and its councilpersons, officers, attorneys, agents, contractors, and employees (collectively, the "**Indemnified Parties**") harmless from and against all losses, costs and expenses (including, without limitation, reasonable attorneys' fees and costs), damages (including, without limitation, consequential damages), claims and liabilities to the extent arising from the Project, this Agreement, the approval of the Project, and the activities of Tenants, their members, officers, employees, agents, contractors, invitees and any third parties on the Cannabis Center Site, from and against any challenges to the validity of this Agreement or other Project Approvals; provided, Owner shall have no such obligation arising from the



negligence or wrongful misconduct of the Indemnified Parties. To the extent that Owner sells a portion of the Project to a Buyer, that Buyer and its successors in interest shall bear the responsibility of Owner under this Section 6.3 rather than Owner or any other Buyer. The obligations of Owner under this Section shall survive the expiration or any earlier termination, as applicable, of this Agreement.

7. Covenants of City. During the Term of this Agreement, City hereby covenants and agrees with Owner as follows:

7.1. Expeditious Services. City shall process applications and address questions and concerns raised by Developers' representatives at the "counter" at City Hall as expeditiously as reasonably possible. Upon a Developer's request, or if, in an exercise of City's own discretion, City staff determines that it cannot comply with this section, City shall expeditiously engage the services of private contract planners, plan checkers or inspectors ("**Private Contractors**") to perform such services as may be necessary to assist in processing the Project plans as described herein. Compensation of such Private Contractors shall be at the Developer's sole cost and expense, inclusive of any administrative cost to City of integrating services by Private Contractors into the Project's development processing. The Developer shall pay such costs and expenses of Private Contractors via reimbursement to City, per City's applicable policies and procedures. City shall have absolute discretion in the selection of such Private Contractors; provided the Developer shall have the right to reject the use of one or more particular Private Contractors in its reasonable discretion, in which case City shall select another Private Contractor not rejected by the Developer.

7.2. Building Permits and Other Approvals and Permits. Subject to (a) Owner's compliance with this Agreement, the Project Approvals, the Applicable Law and the Construction Codes; and (b) payment of the Processing Fees pursuant to Section 5.4.3 charged for the processing of such applications, permits and certificates and for any utility connection, or similar fees and charges of general application, the City shall in good faith expeditiously process and issue to Developers all necessary use permits, building permits, occupancy certificates, regulatory permits, licenses and other required permits for the construction, use and occupancy of the Project, or any portion thereof, as applied for, including connection to all utility systems under the City's jurisdiction and control (to the extent that such connections are physically feasible and that such utility systems are capable of adequately servicing the Project).

7.3. Procedures and Standards. The standards for granting or withholding permits or approvals required hereunder in connection with the development of the Project and the operation of the Cannabis Center shall be governed as provided herein by the standards, terms and conditions of this Agreement and the Project Approvals, and to the extent not inconsistent therewith, the Applicable Law, but the procedures for processing applications for such permits or approvals shall be governed by such ordinances and regulations as may then be applicable to the extent not inconsistent with this Agreement.



7.4. Right to Rebuild. City agrees that Owner, in Owner's sole discretion, may renovate or rebuild the Project or portions thereof during the Term should it become necessary due to natural disaster, changes in seismic, flood or other requirements, fire, or other causes. Any such renovation or reconstruction shall comply with the terms of this Agreement, and may be subject to CEQA as may be required under applicable law.

8. Effect of Agreement.

8.1. Grant of Right. This Agreement shall constitute a part of the Enacting Ordinance, as if incorporated by reference therein in full. The Parties acknowledge that this Agreement grants Owner the right and entitlement to develop the Project and use the land pursuant to specified and known criteria and rules as set forth in the Project Approvals and Applicable Law, and to grant the City and the residents of the City certain benefits which they otherwise would not receive.

8.2. Binding on City/Vested Right of Owner. This Agreement shall be binding upon the City and its successors in accordance with and subject to its terms and conditions notwithstanding any subsequent action of the City, whether taken by ordinance or resolution of the City Council, or by referendum, initiative, or otherwise. The Parties acknowledge and agree that by entering into this Agreement and relying thereupon, Owner has obtained, subject to the terms and conditions of this Agreement, a vested right to proceed with its development and operation of the Project as set forth in the Project Approvals and the Applicable Law, and the timing provisions of Section 3, and the City has entered into this in order to secure the public benefits conferred upon it hereunder which are essential to alleviate current and potential problems in the City and to protect the public health, safety and welfare of the City and its residents, and this Agreement is an essential element in the achievement of those goals.

8.3. Future Conflicting Initiatives or Referenda. If any New Rule is enacted or imposed by a citizen-sponsored initiative or referendum, or by the City Council directly or indirectly in connection with any proposed initiative or referendum, such New Rule shall not apply to the Property or Project. The Parties, however, acknowledge that the City's approval of this Agreement and one or more of the Project Approvals are legislative actions subject to referendum.

9. Permitted Delays; Supersedure by Subsequent Laws.

9.1. Permitted Delays. In addition to any other provisions of this Agreement with respect to delay, Developers and City shall be excused from performance of their obligations hereunder during any period of delay caused by Force Majeure as defined in Section 3.1.3, litigation, acts or neglect of the other Party, any referendum elections held on the Enacting Ordinance or the Applicable Law, or any other matter affecting the Project or the approvals, permits or other entitlements related thereto, or restrictions imposed or mandated by governmental or quasi-governmental entities other than City, enactment of conflicting provisions of the Constitution or laws of the State of California or any codes, statutes, regulations or executive mandates promulgated thereunder (collectively, "**Laws**"), orders of courts of competent



jurisdiction, or any other cause similar or dissimilar to the foregoing beyond the reasonable control of City or Developers, as applicable. Each Party shall promptly notify the other Party of any delay hereunder as soon as possible after the same has been ascertained. The time of performance of such obligations shall be extended by the period of any delay hereunder.

## 9.2. Supersedure of Subsequent Laws or Judicial Action.

9.2.1. The provisions of this Agreement or of the Project Approvals shall, to the extent feasible, be modified or suspended as may be necessary to comply with any new state or federal law or regulation or an action of a state or federal agency ("**Non-City Law**") or decision issued by a court of competent jurisdiction (a "**Decision**"), enacted or made after the Effective Date which is determined to be applicable and prevents or precludes compliance with one or more provisions of this Agreement or of a Project Approval (such Non-City Law or Decision, a "**Change in Law**").

9.2.2. Promptly after a Party learns of any such Change in Law, that Party shall provide the other Party written notice and a copy, together with a statement identifying how it conflicts with or affects the provisions of this Agreement or of a Project Approval. The Parties thereafter shall promptly meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement or the Project Approval, and shall make a reasonable attempt to modify or suspend this Agreement or the Project Approval to comply with such Change in Law in a manner that protects, to the greatest extent feasible, the vested rights of Owner under this Agreement. Each Party agrees to extend to the other its prompt and reasonable cooperation in so modifying this Agreement or Project Approval. If the Parties cannot agree on a manner or method to comply with the Change in Law, the Parties may but shall not be required to engage in alternative dispute resolution.

9.2.3. During the interim until this Agreement or the Project Approval is so amended, or for the remainder of the Term if this Agreement or Project Approval is not so amended, the provisions at issue shall be deemed suspended but the remainder of this Agreement or Project Approval shall remain in full force and effect to the extent it is not inconsistent with such Change in Law and to the extent such Change in Law does not render such remaining provisions impractical to enforce; provided, Owner retains the right in Owner's sole discretion to terminate this Agreement and Owner's obligations hereunder in response to suspension of such provisions.

9.2.4. Owner and City shall have the right to challenge the new Change in Law preventing compliance with the terms of this Agreement or a Project Approval. In the event that such challenge is successful, this Agreement or the Project Approval shall remain unmodified and in full force and effect, except that the Term shall be extended, in accordance with Section 2.1 above, for a period of time equal to the length of time the challenge was pursued, to the extent such challenge delayed the implementation of the Project or delayed or temporarily halted or curtailed operation of the Cannabis Center.



10. Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between the City and the Developers. It is anticipated due to the term of this Agreement that refinements to the approvals may be appropriate with respect to the details of performance of the City and the Developers. To the extent allowable by law, the Developers shall retain a certain degree of flexibility as provided herein with respect to all matters, items and provisions covered in general under this Agreement. When and if the Developers find it necessary or appropriate to make changes, adjustments or clarifications, the Parties shall enter into memoranda ("**Operating Memoranda**") approved by the Parties in writing, which reference this Section of the Agreement. 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 Attorney shall be authorized upon consultation with the Developers, 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 this Agreement pertaining to amendments. The authority to enter into such Operating Memoranda is hereby delegated to the City Manager, and the City Manager is hereby authorized to execute any Operating Memoranda hereunder without further City Council action. Where Tenants request Operating Memoranda, they shall be subject to review and approval by the Owner of the subject portion of the Project.

11. Building Permits. Nothing set forth herein shall impair or interfere with the right of City to require the processing of building permits as required by law relating to any specific improvements proposed for the Project pursuant to the Construction Codes, inclusive of such California and International Codes as have been adopted in accord therewith, that are in effect at the time such permits are applied for; provided, however, no such permit processing shall authorize or permit City to impose any condition on and/or withhold approval of any proposed improvement the result of which would be inconsistent with this Agreement.

12. Assignment and Transfer of Rights. Except as otherwise provided in this Section, the burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, all successors-in-interest of the Parties and constitute covenants that run with the Property. Owner, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns, may at any time during the Term, assign, convey, lease, sell or otherwise transfer all or any portion of its rights under this Agreement and under the Special Use Permit ("**Assignable Rights**") to a third party, a subordinate entity, or a related entity (an "**Assignee**") in its sole discretion and without the prior written consent of City in each instance but with prior notice to City; provided any such Assignee must fully comply with all applicable terms of this Agreement, including without limitation the requirement to obtain a Regulatory Permit. Without limiting the foregoing, Owner may lease portions of the Project to Tenants and/or sell portions of the Property to Buyers, who thereafter shall assume the obligations and enjoy the rights of this Agreement (except as this Agreement may reserve such rights or obligations to Owner). Any lease or sale agreement shall require Tenants and Buyers to cooperate with Owner, City and other Tenants and Buyers in all respects with matters pertaining to this Agreement.



13. Review for Compliance.

13.1. Periodic Review. Pursuant to Section 65865.1 of the Development Agreement Statutes, City shall engage in an annual review of this Agreement, on or before the anniversary of the Effective Date, in order to ascertain Owner's good faith compliance with its terms (the "**Periodic Review**"). Any initial finding of non-compliance will entitle Owner to reasonable good faith discussions with City staff to resolve the issue, and if necessary, a hearing before the City Council. In the event City fails to formally conduct such annual review, Owner shall be deemed to be in full compliance with the Agreement. If Owner sells a portion of the Property or Project to a Buyer, the Periodic Review as to that portion shall be between City and that Buyer (but with notice to Owner), and any results of such Periodic Review shall only involve and affect that portion and that Buyer and not affect Owner or the remainder of the Property and Project.

14. Amendment or Cancellation.

14.1. Amendment of Agreement.

14.1.1. Modification Because of Conflict with State or Federal Laws. An amendment to this Agreement resulting from a Change in Law shall be governed by Section 12.2.

14.1.2. Amendment or Cancellation by Mutual Consent. This Agreement may be amended (in whole or part) in writing from time to time by mutual consent of the Parties and in accordance with the procedures of Government Code section 65868. Except as otherwise permitted herein, this Agreement may be canceled in whole or in part only by an action which complies with Government Code section 65868.

14.1.3. Amendment as to Portion of Property. When a Party that is successor to Owner as to a portion of the Property ("**Portion**") seeks such an amendment, then such Party may only seek amendment of this Agreement as directly relates to the Portion, and the Party or Parties owning the remainder of the Property shall not be required or entitled to be a signatory or to consent to an amendment that affects only the other Party's Portion so long as such amendment does not directly or indirectly affect the rights or obligations of the Parties owning the remainder of the Property. If any Portion of the Property is subject to a document which creates an association which oversees common areas and any construction or reconstruction on or of the same, then the association shall be deemed to be the "owner" of that Portion of the Property for the purpose of amending this Agreement. Notice shall be given to Owner and all Parties owning Portions of the Property of any attempt to amend this Agreement as to a Portion, who shall have the right to intervene based on the claim that the amendment will affect rights or obligations as to the remainder of the Property.

14.1.4. Administrative Agreement Amendments. Notwithstanding the provisions of Section 17.1.2, the City Manager or designee ("**Director**") may, except to the extent otherwise required by law, enter into certain amendments to this Agreement on behalf of City so long as such amendment does not



substantially affect (a) the Term; (b) the permitted uses of the Property; (c) conditions, terms, restrictions or requirements for subsequent discretionary actions; (d) the density or intensity of use of the Property; (e) the maximum height or size of proposed buildings; or (f) monetary contributions by Owner as provided in this Agreement (an “**Administrative Agreement Amendment**”), and shall not, except to the extent otherwise required by law, require notice or public hearing before the Parties may execute an amendment hereto. The Director shall evaluate and apply the term “substantially affect” in the context of the Project as a whole.

14.1.5. Amendment Exemptions. No amendment of an Initial Approval or Subsequent Approval, whether done as an administrative amendment or otherwise, shall require an amendment to this Agreement. Instead, any such matter automatically shall be deemed to be incorporated into the Project and vested under this Agreement when written and executed by the Parties.

14.1.6. Amendment Limitations. In consideration of the scope of benefits to City provided by this Agreement and the Project, any amendment to this Agreement shall only be subject to such new terms and conditions, including new exactions or other obligations, as are reasonably related to impacts on City directly attributable to such amendment.

14.2. Amendment of Project Approvals. To the extent permitted by law, any Initial Approval or Subsequent Approval may, from time to time, be amended or modified in the following manner.

14.2.1. Administrative Project Amendments. Upon written request by Owner for an amendment or modification to an Initial Approval or Subsequent Approval, the Director shall determine (a) whether the requested amendment or modification is minor when considered in light of the Project as a whole, and (b) whether the requested amendment or modification is consistent with this Agreement, Applicable Law, applicable Construction Codes, and State and Federal law. If the Director finds that the proposed amendment or modification satisfies the terms of this Section 15.2.1, and will result in no new significant environmental impacts not addressed and mitigated in the MND or mitigated by conditions to any Project Approval, it shall be determined to be an “**Administrative Project Amendment**” and the Director may, except to the extent otherwise required by law, approve the Administrative Project Amendment without notice or public hearing. Without limiting the generality of the foregoing, lot line adjustments, reductions in the density, intensity, scale or scope of the Project, minor alterations in vehicle or pedestrian circulation patterns or access points, minor variations in lot layouts, substitutions of comparable landscaping for any landscaping shown on any final development plan or landscape plan, variations in the location of structures that do not substantially alter the design concepts of the Project, variations in the location or installation of utilities and other infrastructure that do not substantially alter the design concepts of the Project, and minor adjustments to the Project site diagram or Property legal description shall be treated as Administrative Project Amendments.



14.2.2. Non-Administrative Project Amendments. Any request of Owner for an amendment or modification to an Initial Approval or Subsequent Approval which is determined not to be an Administrative Project Amendment pursuant to Section 15.2.1 shall be subject to review, consideration and action pursuant to Applicable Law and this Agreement.

15. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be either personally delivered (which may include delivery by means of professional overnight courier service which confirms receipt in writing [such as Federal Express or UPS]), sent by email, or sent by certified or registered mail, return receipt requested, postage prepaid to the following parties at the following addresses or numbers:

**If to City:** City of Colusa  
Attention: City Manager  
425 Webster Street  
Colusa CA 95932  
Email:  
citymanager@cityofcolusa.com

With copy to:

Jones & Mayer, City Attorney  
Attention: Ryan R. Jones, Esq.  
6549 Auburn Blvd.  
Citrus Heights, California 95621  
Email: rjr@jones-mayer.com

**If to Owner:** COLUSA RIVERBEND ESTATES  
L.P., a California limited partnership,  
and  
COURTNEY DUBAR

Notices sent in accordance with this Section shall be deemed delivered upon the: **(a)** date of delivery as indicated on the written confirmation of delivery (if sent by overnight courier service); **(b)** date of actual receipt (if personally delivered by other means); **(c)** date of transmission (if sent by email or Fax), if received before 5:00p.m. on a regular business day, otherwise on the next regular business day, so long as sender receives actual confirmation that the transmission was received; or **(d)** date of delivery as indicated on the return receipt (if sent by certified or registered mail, return receipt requested). Notice of change of address shall be given by written notice in the manner detailed in this Section.

#### 16. Breach and Remedies.

16.1. Notwithstanding any provision of this Agreement to the contrary, Developers shall not be deemed to be in default under this Agreement with respect to



any obligation owed solely to City, and City may not terminate or modify Developers' rights under this Agreement, unless City shall have first delivered a written notice of any alleged default to Owner and the defaulting Developer that specifies the nature of such default. If such default is not cured by the defaulting Developer within sixty (60) days after receipt of such notice of default, or with respect to defaults that cannot be cured within such period, the defaulting Developer fails to commence to cure the default within thirty (30) days after receipt of the notice of default, or thereafter fails to diligently pursue the cure of such default, City may terminate the defaulting Developer's rights under this Agreement. Owner reserves the right but is not obligated to cure any default of a defaulting Developer so as to allow the Developer to remain in the Project with the rights and obligations of this Agreement.

16.1.1. Notwithstanding subsection 15.1, if a Tenant's default results in City terminating the Tenant's rights under this Agreement as to a portion of the Project occupied by the Tenant, Owner may reactivate such rights for the remaining Term either by occupying and operating the former Tenant's portion of the Project or by leasing it to another Tenant that qualifies under this Agreement. Recognizing the substantial benefit the City obtains through continued operation of the Project under this Agreement, Owner shall not be required to cure the former Tenant's default to exercise this right.

16.1.2. Notwithstanding subsection 15.1, if a Buyer's default results in City terminating the Buyer's rights under this Agreement as to a portion of the Project owned by the Buyer, Owner may reactivate such rights for the remaining Term by obtaining title to the former Buyer's portion of the Project and thereafter either operating such portion, leasing it to a Tenant, or selling it to another Buyer. Owner shall not be required to cure the former Buyer's default to exercise this right. Recognizing the substantial benefit the City obtains through continued operation of the Project under this Agreement,

16.2. Default by any Assignee or Owner's successor in interest shall affect only that portion of the Property owned by such Assignee or successor, and shall not cancel or diminish in any way Owner's rights with respect to any portion of the Property not owned by such Assignee or successor.

16.3. In the event that a breach of this Agreement occurs, irreparable harm is likely to occur to the non-breaching Party and damages will be an inadequate remedy. To the extent permitted by law, therefore, it is expressly recognized that injunctive relief and specific enforcement of this Agreement are proper and desirable remedies, and it is agreed that any claim by a non-breaching Party for an alleged breach of this Agreement shall be remedied by injunctive relief or an appropriate action for specific enforcement of this Agreement, or to terminate this Agreement, and not by a claim or action for monetary damages against the breaching Party; provided, this limitation on damages shall not preclude actions to enforce payments of monies owed under this Agreement.



17. Entire Agreement. This Agreement and the Exhibits herein contain the entire integrated agreement among the Parties. The Parties intend that this Agreement state their agreement in full to each and every one of its provisions. Any prior agreements, understandings, promises, negotiations or representations respecting the matters dealt with herein or the duties of any Party in relation thereto, not expressly set forth in this Agreement, are agreed by all Parties to be null and void.

18. Severability. If any term, provision, condition, or covenant of this Agreement, or the application thereof to any Party or circumstance, shall to any extent be held invalid or unenforceable, the remainder of the instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. Attorneys' Fees. If the services of any attorney are required by any party to secure the performance of this Agreement or otherwise upon the breach or default of another party, or if any judicial remedy or arbitration is necessary to enforce or interpret any provisions of this Agreement or the rights and duties of any person in relation to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and other expenses, in addition to any other relief to which such party may be entitled. Prevailing party includes (a) a party who dismisses an action in exchange for sums allegedly due; (b) the party that receives performance from the other party of an alleged breach of covenant or a desired remedy, if it is substantially equal to the relief sought in an action; or (c) the party determined to be prevailing by a court of law.

Whenever provision is made in this Agreement for the payment of attorney's fees, such fees shall be payable whether the legal services are rendered by a salaried employee for the party or by independent counsel and shall include such fees as are incurred in connection with any pretrial proceeding, trial or appeal of the action. Any award of damages following judicial remedy or arbitration as a result of the breach of this Agreement or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum amount of interest allowed by law.

20. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which constitute one and the same instrument.

21. Execution of Agreement. The Parties shall sign this Agreement on or within five (5) business days of the Approval Date.

22. Estoppel Certificate. City shall, at any time and from time to time within ten (10) days after receipt of written notice from a Developer so requesting, execute, acknowledge and deliver to the Developer a statement in writing: **(a)** certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect); and **(b)** acknowledging that there are no uncured defaults on the part of the



Developer hereunder or specifying such defaults if any are claimed. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the Property. Upon a Developer's written request, City shall issue a certificate of performance evidencing completion of any of the Developer's obligation(s) under this Agreement.

## 23. Encumbrances on Real Property.

23.1. Discretion to Encumber. The Parties hereto agree that this Agreement shall not prevent or limit Owner, in any manner, at Owner's sole discretion, from encumbering the Property or any portion thereof or any improvements thereon then owned by such person with any mortgage, deed of trust or other security device ("**Mortgage**") securing financing with respect to the Property or such portion. City acknowledges that the lenders providing such financing may require certain modifications, and City agrees, upon request, from time to time, to meet with Owner and/or representatives of such lenders to negotiate in good faith any such request for modification. City further agrees that it will not unreasonably withhold its consent to any such requested modification. Any mortgagee or trust deed beneficiary of the Property or any portion thereof or any improvements thereon and its successors and assigns ("**Mortgagee**") shall be entitled to the following rights and privileges.

23.2. Lender Requested Modification/Interpretation. City acknowledges that the lenders providing financing to Developers may request certain interpretations and modifications of this Agreement. City therefore agrees upon request, from time to time, to meet with the Developers and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. The 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, provided, further, that any modifications of this Agreement are subject to the provisions of this Agreement relative to modifications or amendments. Notwithstanding the above, no change to this Agreement requested by a Tenant or Buyer shall be made without the Owner's approval in its sole discretion.

23.3. Mortgage Protection. This Agreement shall be superior and senior to the lien of any Mortgage. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, and any acquisition or acceptance of title or any right or interest in or with respect to the Property or any portion thereof by a Mortgagee (whether pursuant to a Mortgage, foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise) shall be subject to all of the terms and conditions of this Agreement.

23.4. Mortgagee Not Obligated. Notwithstanding the provisions of Section 26.3, no Mortgagee will have any obligation or duty under this Agreement to perform the obligations of Owner or other affirmative covenants of Owner hereunder, or to guarantee such performance, except that to the extent that Mortgagee opts to receive the benefits of the Agreement, including the right to operate, any covenant to be performed by Owner is a condition to the performance of a covenant by City, and the



performance thereof shall continue to be a condition precedent to City's performance hereunder. No Mortgagee will be liable for any monetary defaults arising prior to its acquisition of title to the Property or any portion thereof. Uncured monetary defaults will terminate the rights under this Agreement and Mortgagee's right to operate, to the extent such default relates to all or a portion of the Property.

23.5. Written Notice of Default. Each Mortgagee shall be entitled to receive written notice from City of any default by Owner under this Agreement, if such default is not cured within thirty (30) days, provided such Mortgagee has delivered a written request to City for such notice. Each Mortgagee shall have a further right, but not the obligation, to cure such default for a period of thirty (30) days after receipt of such notice of default. Any non-curable defaults of Owner of any obligation owed solely to City arising prior to Mortgagee's acquisition of title to the Property or any portion thereof shall be waived; provided, however, the non-payment of money shall not be deemed a non-curable default.

24. Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties to this Agreement and their heirs, personal representatives, successors, and assigns, except as otherwise provided in this Agreement.

25. Governing Law and Venue. This Agreement and the legal relations between the Parties shall be governed by and construed in accordance with the laws of the State of California. Furthermore, the Parties agree to venue in the Superior Court of Colusa County, California.

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

27. Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement ("**Successors**"). Furthermore, the rights and remedies, together with the benefits and burdens of this Agreement of each Party to this Agreement shall be coextensive with those of its Successors. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and, (c) is binding upon each Party and each Successor during ownership of the Property or any portion thereof. From and after recordation of this Agreement, this Agreement shall impute notice to all persons and entities in accord with the recording laws of this State

28. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties and their Successors and Assignees. No other person or entity shall have any right of action based upon any provision of this Agreement.



29. Waiver. Failure by a Party to insist upon the strict performance of any of this Agreement's provisions by the other Party, or the failure by a Party to exercise its rights upon the breach or default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter, or be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

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

31. Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the County Recorder by the City Clerk within the period required by Government Code Section 65868.5.

32. Headings. The headings in this Agreement are inserted for convenience only. They do not constitute part of this Agreement and shall not be used in its construction.

33. Jointly Drafted. It is agreed among the Parties that this Agreement was jointly negotiated and jointly drafted by the Parties and their respective counsel, and that it shall not be interpreted or construed in favor of or against any Party solely on the ground that it drafted the Agreement. It is also agreed and represented by all Parties that said Parties were of equal or relatively equal bargaining power and that in no way whatsoever shall this Agreement be deemed to be a contract of adhesion, or unreasonable or unconscionable.

34. Independent Legal Counsel. Each Party acknowledges that it has been represented by independent legal counsel of its own choice throughout all of the negotiations that preceded the execution of this Agreement or has knowingly and voluntarily declined to consult legal counsel, and that each Party has executed this Agreement with the consent and on the advice of such independent legal counsel.

35. Further Cooperation. The Parties herein agree to execute any and all agreements, documents or instruments as may be reasonably necessary in order to fully effectuate the agreements and covenants of the Parties contained in this Agreement, or to evidence this Agreement as a matter of public record, if required to fulfill the purposes of this Agreement. The Parties further agree to mutually cooperate with one another in carrying out the purposes of this Agreement.

36. Enforceability. This Agreement shall not become binding and shall have no force and effect whatsoever until such time as it has been fully executed by and delivered to all of the Parties hereto.

***[Remainder of page left blank. Signatures on following pages]***



**IN WITNESS WHEREOF**, the undersigned have executed this Agreement as of the Execution Date.

**“CITY”**

CITY OF COLUSA, CA  
a California Municipal Corporation

Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Thomas Reische  
Mayor

*Attest:*

By: \_\_\_\_\_  
Shelly Kittle  
City Clerk

*Approved as to form:*

JONES & MAYER

By: \_\_\_\_\_  
Ryan R. Jones, Esq.  
City Attorney



**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, \_\_\_\_\_  
(insert name and title of the officer)

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



**“OWNER”**

**COLUSA RIVERBEND ESTATES L.P., a  
California limited partnership,**

Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Managing Member

\_\_\_\_\_  
**COURTNEY DUBAR**

.



**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, \_\_\_\_\_  
(insert name and title of the officer)

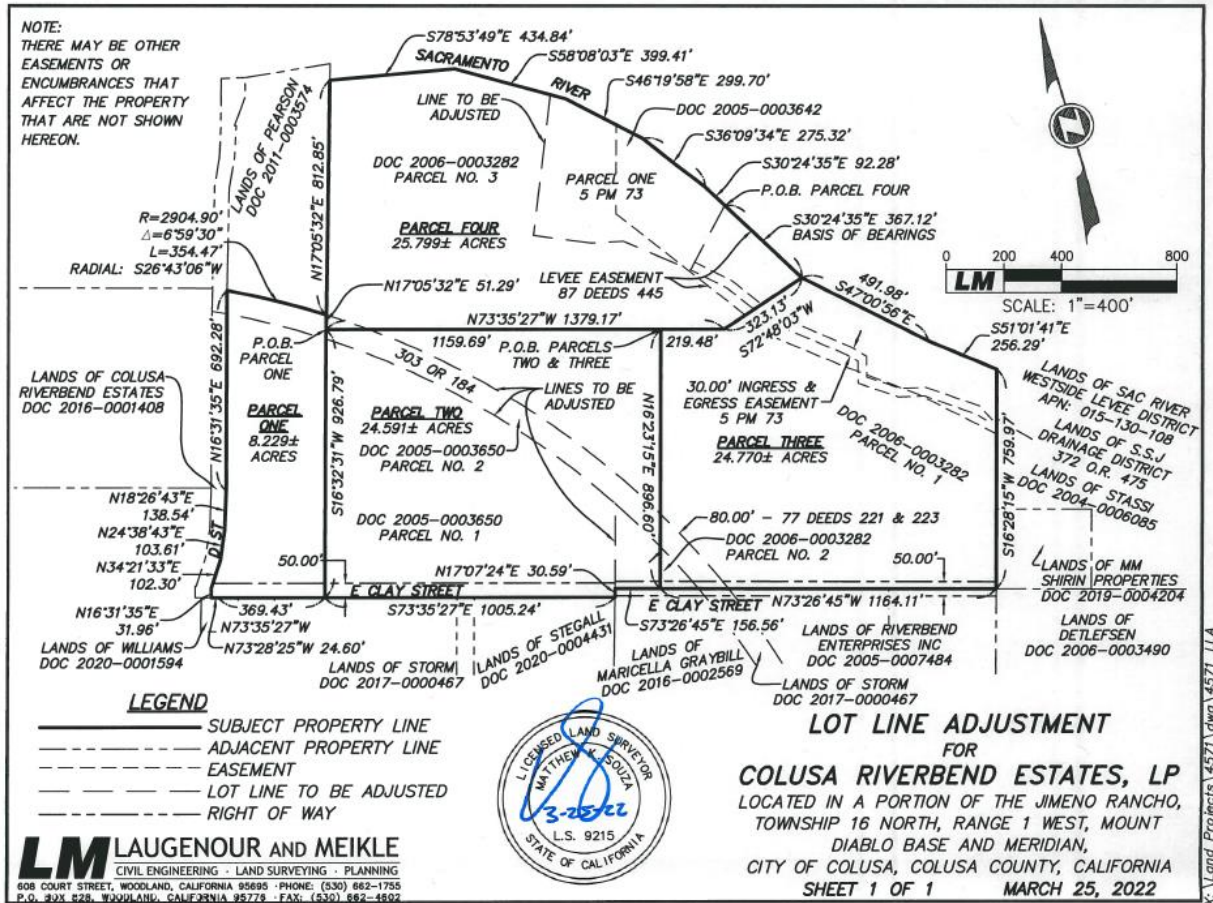
personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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



**EXHIBIT A****Depiction of the Property**



**EXHIBIT B**

**Legal Description of the Parcels**

**[See Attached]**



4571  
March 25, 2022

**EXHIBIT "A"**  
**LAND DESCRIPTION**  
**PARCEL ONE**

THAT portion of real property situate in the City of Colusa, County of Colusa, State of California, and being a portion of the JIMENO RANCHO, Township 16 North, Range 1 West, Mount Diablo Base and Meridian, also being portions of Parcel No. 1 and Parcel No. 2, as described in Document No. 2005-0003650, said County Records, and being more particularly described as follows:

BEGINNING at a point on the Southwesterly projection of the Northwesterly line of Parcel No. 3, as described in Document No. 2006-0003282, said County Records, said point being distant the following three (3) courses and distances from the most Easterly corner of Parcel One as shown in Book 5 of Parcel Maps at Page 73, said County Records: 1) along the Northeasterly line of Parcel No. 1 as described in said Document No. 2006-0003282, South 30°24'35" East 367.12 feet; 2) leaving said Northeasterly line, South 72°48'03" West 323.13 feet; and 3) North 73°35'27" West 1,379.17 feet to the POINT OF BEGINNING; thence, from said POINT OF BEGINNING, South 16°32'31" West 926.79 feet to the Southerly line of said Parcel No. 1 as described in said Document No. 2005-0003650; thence, along said Southerly line the following two (2) courses and distances: 1) North 73°35'27" West 369.43 feet; and 2) North 73°28'25" West 24.60 feet to the Southwest corner of said Parcel No. 1; thence, along the West line of said Parcel No. 1 the following four (4) courses and distances: 1) North 16°31'35" East 31.96 feet; 2) North 34°21'33" East 102.30 feet; 3) North 24°38'43" East 103.61 feet; and 4) North 18°26'43" East 138.54 feet; thence, along said West line and the West line of said Parcel No. 2, North 16°31'35" East 692.28 feet to the Northwest corner of said Parcel No. 2; thence, along a non-tangent curve to the right concave Southwesterly, the radial line of said curve bears South 26°43'06" West, said curve having a radius of 2,904.90 feet, through a central angle of 06°59'30", and having an arc distance of 354.47 feet, to the most Westerly corner of said Parcel No. 3; thence, along the Southwesterly projection of the Northwesterly line of said Parcel No. 3, South 17°05'32" West 51.29 feet to the POINT OF BEGINNING.



  
Matthew K. Souza, L.S.

3-25-22  
Date

Page 1 of 2



**EXHIBIT "A"**  
**LAND DESCRIPTION**  
**PARCEL TWO**

THAT portion of real property situate in the City of Colusa, County of Colusa, State of California, and being a portion of the JIMENO RANCHO, Township 16 North, Range 1 West, Mount Diablo Base and Meridian, also being portions of Parcel No. 1 and Parcel No. 2, as described in Document No. 2005-0003650, said County Records, and also being portions of Parcel No. 1, Parcel No. 2, and Parcel No. 3, as described in Document No. 2006-0003282, said County Records, and being more particularly described as follows:

BEGINNING at a point within said Parcel No. 1 as described in said Document No. 2006-0003282, said point being distant the following three (3) courses and distances from the most Easterly corner of Parcel One as shown in Book 5 of Parcel Maps at Page 73, said County Records: 1) along the Northeasterly line of said Parcel No. 1 as described in said Document No. 2006-0003282, South 30°24'35" East 367.12 feet; 2) leaving said Northeasterly line, South 72°48'03" West 323.13 feet; and 3) North 73°35'27" West 219.48 feet to the POINT OF BEGINNING; thence, from said POINT OF BEGINNING, North 73°35'27" West 1,159.69 feet; thence South 16°32'31" West 926.79 feet to the Southerly line of said Parcel No. 1 as described in said Document No. 2005-0003650; thence, along said Southerly line the following two (2) courses and distances: 1) South 73°35'27" East 1,005.24 feet; and 2) North 17°07'24" East 30.59 feet to the Southwest corner of said Parcel No. 2 as described in said Document No. 2006-0003282; thence, along the South line of said Parcel No. 2 as described in said Document No. 2006-0003282, South 73°26'45" East 156.56 feet; thence, leaving said South line, North 16°23'15" East 896.60 feet to the POINT OF BEGINNING.

Containing 24.591 acres of land, more or less.

The basis of bearings for this description is South 30°24'35" East, being the Northeasterly line of the Designated Remainder Parcel, as shown said Book 5 of Parcel Maps at Page 73, said County Records.

End of description.



  
 Matthew K. Souza, L.S.

3-25-22  
 Date



4571  
March 25, 2022

**EXHIBIT "A"**  
**LAND DESCRIPTION**  
**PARCEL FOUR**

THAT portion of real property situate in the City of Colusa, County of Colusa, State of California, and being a portion of the JIMENO RANCHO, Township 16 North, Range 1 West, Mount Diablo Base and Meridian, and being a portion of Parcel No. 2, as described in Document No. 2005-0003650, said County Records, also being portions of Parcel No. 1 and Parcel No. 3, as described in Document No. 2006-0003282, said County Records, and also being all of Parcel One as shown in Book 5 of Parcel Maps at Page 73, said County Records, and being more particularly described as follows:

BEGINNING at the most Easterly corner of said Parcel One; thence, from said POINT OF BEGINNING, and along the Northeasterly line of said Parcel No. 1, South 30°24'35" 367.12 feet; thence, leaving said Northeasterly line, South 72°48'03" West 323.13 feet; thence North 73°35'27" West 1,379.17 feet to the Southwesterly projection of the Northwesterly line of said Parcel No. 3; thence, along said Southwesterly projection, North 17°05'32" East 51.29 feet to the most Westerly corner of said Parcel No. 3; thence, along said Northwesterly line, North 17°05'32" East 812.85 feet to the most Northerly corner of said Parcel No. 3; thence, along the Northeasterly line of said Parcel No. 3, South 78°53'49" East 434.84 feet; thence, along said Northeasterly line and the Northeasterly line of said Parcel One, South 58°08'03" East 399.41 feet; thence, along said Northeasterly line of said Parcel One the following three (3) courses and distances: 1) South 46°19'58" East 299.70 feet; 2) South 36°09'34" East 275.32 feet; and 3) South 30°24'35" East 92.28 feet to the POINT OF BEGINNING.

Containing 25.799 acres of land, more or less.

The basis of bearings for this description is South 30°24'35" East, being the Northeasterly line of the Designated Remainder Parcel, as shown said Book 5 of Parcel Maps at Page 73, said County Records.

End of description.



Matthew K. Souza, L.S.

3-25-22

Date



**EXHIBIT C**

**Site Plan of the Project**

**EXHIBIT D**  
**Ordinance 519**



## ORDINANCE NO 537

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLUSA APPROVING A GENERAL DEVELOPMENT PLAN AND PLANNED DEVELOPMENT (P-D) DISTRICT ZONING FOR THE COLUSA TRIPLE CROWN CANNABIS RESEARCH AND DEVELOPMENT BUSINESS PARK PROJECT

#### Colusa Triple Crown Cannabis Business Park Zoning and General Development Plan (Z 02-19)

Section 1. The City Council of the City of Colusa does resolve as follows:

A. The City of Colusa, as “Lead Agency,” commissioned the preparation of an Initial Study/Mitigated Negative Declaration (“IS/MND”), dated February 2019, and incorporated herein by reference, to evaluate the potential environmental impacts associated with the Colusa Triple Crown Cannabis Business Park (“Project”).

B. The IS/MND was prepared in compliance with CEQA Guidelines Sections 15152 & 15168, and identified mitigation measures that would avoid or mitigate the potential environmental effects of the Project to a point where clearly no significant effects would occur, and such mitigation measures are incorporated to the Project herein by reference.

C. The Project applicant has prepared, and the City of Colusa Planning Department has reviewed, a general development plan for the Project in compliance with Article 15 of the City of Colusa Zoning Code.

D. The Project general development plan describes and illustrates in detail, all aspects of the proposed project, and sets forth general development and building standards regulating future development within the Project.

E. The proposed Planned Development (P-D) zoning and Project general development plan are consistent with the City of Colusa's General Plan land use element (as amended) which designates the site as Industrial.

F. The proposed Planned Development (P-D) zoning and Project general development plan are consistent with and implement the policies of the City of Colusa's General Plan, and would not conflict with policies of the Housing Element.

G. The proposed Planned Development (P-D) zoning and Project general development plan are compatible with the land uses existing and permitted on the properties in the vicinity.

H. The area is physically suited to the uses authorized in the proposed pre-zone and general development plan.

I. The land uses, and their density and intensity, allowed in the proposed pre-

zone and general development plan are not likely to create serious health problems or create nuisances on properties in the vicinity.

J. On May 22, 2019, during a duly-noticed public hearing the Planning Commission considered a Planning Department staff report, public testimony, the above findings. Additionally, the Planning Commission has considered the effect of the proposed Planned Development (P-D) zoning and Project general development plan on the housing needs of the region and has balanced those needs against the public service needs of its residents and available fiscal and environmental resources

K. The Planning Commission, by a vote of 4-1, passed a resolution recommending City Council approval of the proposed Planned Development (P-D) zoning as shown on Exhibit A, attached hereto and incorporated by reference herein, and adoption of the Project general development plan in the form attached hereto as Exhibit B and incorporated by reference herein.

### Section 2. Approval

The City Council hereby approves Planned Development (P-D) zoning as shown on Exhibit A, attached hereto and incorporated by reference herein, and adopts the Project general development plan in the form attached hereto as Exhibit B and incorporated by reference herein.

### Section 3. Severability

If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. This City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Ordinance be enforced.

### Section 4. Effective Date

This Ordinance shall be in full force and effective thirty (30) days after its adoption and shall be published and/or posted as required by law.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Colusa, California, held on July 16, 2019, and was passed and adopted at a regular meeting of the City Council held on August 6, 2019 by the following vote:



**AYES:** Hill, Reische, Nobles and Ponciano.

**NOES:** None.

**ABSENT:** Markss.

**ABSTAIN:** None.

---

GREG PONCIANO, MAYOR

**ATTEST:**

---

Shelly Kittle, City Clerk

**EXHIBITS**

**Exhibit A**

**PLANNED DEVELOPMENT (P-D) DISTRICT ZONING BOUNDARY MAP**

**Exhibit B**

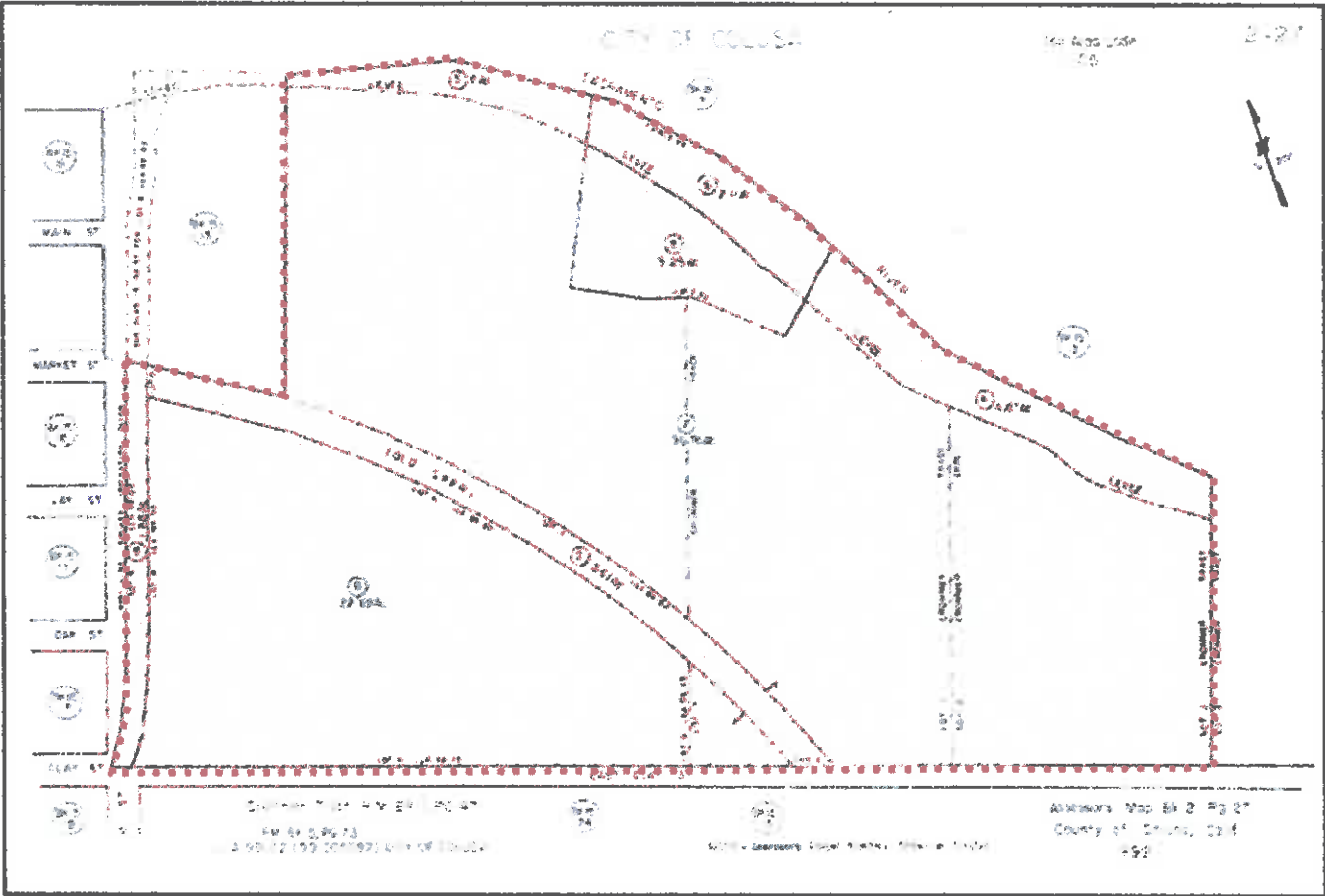
**GENERAL DEVELOPMENT PLAN**

## EXHIBIT A

# ZONING BOUNDARY MAP

AREAS (CROSS HATCHED) ZONED PLANNED DEVELOPMENT (P-D) DISTRICT

**Assessor Parcel Nos. 002-270-002 thru -009**





**EXHIBIT B**

**GENERAL DEVELOPMENT PLAN**

**FOR**

**COLUSA TRIPLE CROWN**

**CANNABIS RESEARCH AND DEVELOPMENT BUSINESS PARK**



**PROJECT: COLUSA TRIPLE CROWN**



**Project Title:**

**Colusa Triple Crown**

**Lead Agency Name and Address:**

**City of Colusa  
Planning Division  
425 Webster Street  
Colusa, CA 95932**

**Phone Number:**

**(530) 458-4740**

**Project Location:**

**The project is in the northeast corner of the City of Colusa, along the border of the Sacramento River Levee. D Street is to the west and East Clay Street is to the south**

**General Plan Designation(s):**

**Low Density Residential and Medium Density Residential**

**Zoning:**

**Planned Development (P-D) District**

**Contact Person:**

**Michael S. Olivas 56mikeolivas@gmail.com (530) 400-6092**

**Date Prepared:**

**January 25, 2018**

**Project Description:**

**The proposed project is a Cannabis Research and Development Business Park and a drainage detention area on 84 gross acres. The proposed project involves the following requested entitlements:**

- **A Development Agreement, Special Use Permit, and Regulatory Use Permit to allow a Cannabis Research and Development Business Park.**
- **A General Plan Amendment of approximately 84 acres of the site from Low Density Residential District to Industrial District.**
- **A Rezone of approximately 84 acres of the site from Planned Development (P-D) District to Light Industrial (M-1) District.**
- **A Lot Line adjustment to create four parcels.**
- **General Development Plan to create, and to establish design standards and guidelines for a Cannabis Research and Development Business Park, open space, and related drainage facilities on a collective project site of 84 acres.**

The project is in the northeast corner of the City of Colusa. The Sacramento River winds around the project site forming the site's northern boundary. Unincorporated lands of Colusa County border the project to the east, north and south, and the west (excepting limited lands already incorporated.)

## **Cannabis Research and Development Business Park**

The Cannabis Research and Development Business Park will be approximately 1,490,000 square feet on 84 acres and will include energy-efficient greenhouses for cultivation, plant processing spaces, facilities for creating infused products, a testing laboratory, research & development and training centers, distribution center, and corporate offices. Space will be sold or leased to businesses registered under the California Marijuana Program.

Proposed site access will be from East Main Street to the project site.

## **The project shall consist of the following operations:**

### **Cultivation**

As plants mature from seedlings, they are transferred to the cultivation area which covers 900,000 square feet. This area utilizes state of the art greenhouses to harness readily available resources, i.e. the sun, while controlling negative factors such as pests and contaminants. Each greenhouse is optimized for the plant variety(ies) it houses and is controlled via a central computer system that monitors and corrects for humidity, temperature, light, and soil compounds.

Plant management and soil amendments are carried out through the widely accepted "fertigation" method which deploys plant nutrients through the plant's water supply (drip irrigation.) While each greenhouse is optimized for plant health, other factors will be considered. Minimizing environmental impact is important and will be managed through intelligent water reclamation. In addition, each greenhouse will be laid out in a way that allows for farmer access since we believe farm, farmer and plant benefit from regular, hands-on testing and attention.

### **Processing, Drying, & Storage**

Throughout the year, plant flower will be harvested and processed into a commercial-ready product in 149,760 square feet of facilities. In addition to processing recently collected flower, the facilities will also serve as an inventoried storage location where flower will get prepared for testing and packaged for distribution.

The 'curing' process is an important step to ensure proper shelf life and safe consumption by the consumer. While most of this process is manual, it is space intensive to ensure inventory integrity and to store enough product to resist market demand fluctuations. This facility will also contain additional security elements given the quantity of finished product stored on-site.



## Manufacturing and R&D

Once the plant flower is harvested, dried, tested, and packaged, it is ready for sale or further refinement. The manufacturing facility, comprising 44,500 square feet, will house a fractional distillation process that separates out each plant chemical (e.g. terpenes, cannabinoids, etc.) into its purest form. These pure cannabinoids and terpenes can then get mixed together, for example, to provide a specific flavor or effect for the consumer when consumed.

The fractional distillation process does not use a solvent-based approach and is thus a much safer but more expensive process for refining flower into commercial ready cannabis oil.

## Distribution

After Triple Crown's products are tested and ready for sale, they move to the 40,000 square foot distribution and warehouse facility. This facility may be operated by Big Moon Sky, an online-only dispensary in California. Big Moon Sky offers curated collections of cannabis products for sale on-line which are then shipped to consumer's homes across the state.

This facility will serve as a distribution center where orders are picked, packed, and then shipped out. Orders are pre-sorted based on delivery location minimizing the need for multiple truck pick-ups throughout the day cutting down on environmental impact and truck congestion.

This state-of-the-art distribution center also relies on local staffing; providing employment opportunities throughout the city and county. The facility operates across a single shift with the opportunity of extending to three shifts if required.

Any product that is not sold direct-to-consumer via Big Moon Sky is then made available to the regulated market and sold in bulk to distributors who hold the required local and state permits to purchase and transport cannabis products.

## Nursery

Located on-site will be a 7.55-acre nursery facility where each plant will begin its development from seed to seedling. The nursery serves two purposes: plant incubator and strain/variety development.

In the initial stages of development, the plant requires a particularly controlled environment free of pests and harmful environments that can take advantage of the fragile state of the infant plant. As the plant starts to mature, it develops natural defenses increasing survivability in its permanent, greenhouse environment. By segregating the immature plants, we increase plant health, ensure the development of natural plant defenses (reducing the reliance on pesticides, for example) and identify/correct potential plant health issues.

In addition to incubation, the nursery provides an environment for strain or variety development. As with grape vines in the wine world, each plant is a hybrid bred to provide a quality product in a commercially viable quantity. Plant cloning and cross breeding must be carried out in a controlled environment and will thus be part of the nursery facility.

Buildings C-1, C-2, C-5, C-6, C-7, C-8, C-9, C-10, C-11 and C-12 consist of two separate sections of 37,500 square feet each to accommodate 22,000 square feet of canopy cultivation and include separate areas for processing, drying, control equipment space, employee area and administration.

Building C-3, C-4, C-13 and C-14 consists of one separate section of 37,500 square feet in each building to accommodate the production, cultivation, processing, drying, control equipment space, employee areas, administration and warehouse.

The research & development building (R&D) is a total of 45,500 square feet that includes separate areas for manufacturing facilities for creating infused products, control equipment, testing laboratory, research and development laboratories, training center, warehouse and corporate administration areas. The R&D building also includes an interactive employee center along with food service facilities.

Building D-W, consists of 40,000 square feet for distribution and warehouse and including 11,200 square feet for administration, employee lounge and food service facilities.

Building M, consists of 14,400 square feet for Manufacturing, testing laboratory, control equipment areas and distribution activities, and 11,200 square feet for administration, and employee area.

N-1, N-2 and N-3 represents 7.55 acres of greenhouse production and plant genetics research & development.

The utility services will be provided by the following:

Domestic Water:	The City of Colusa
Waste Water:	The City of Colusa
Utility power:	Pacific Gas and Electric PG&E
Fire protection:	The City of Colusa
Police protection:	The City of Colusa
Solid Waste:	

The project will be developed in a series of phases in approximately three to five years.



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**Colusa Triple Crown**



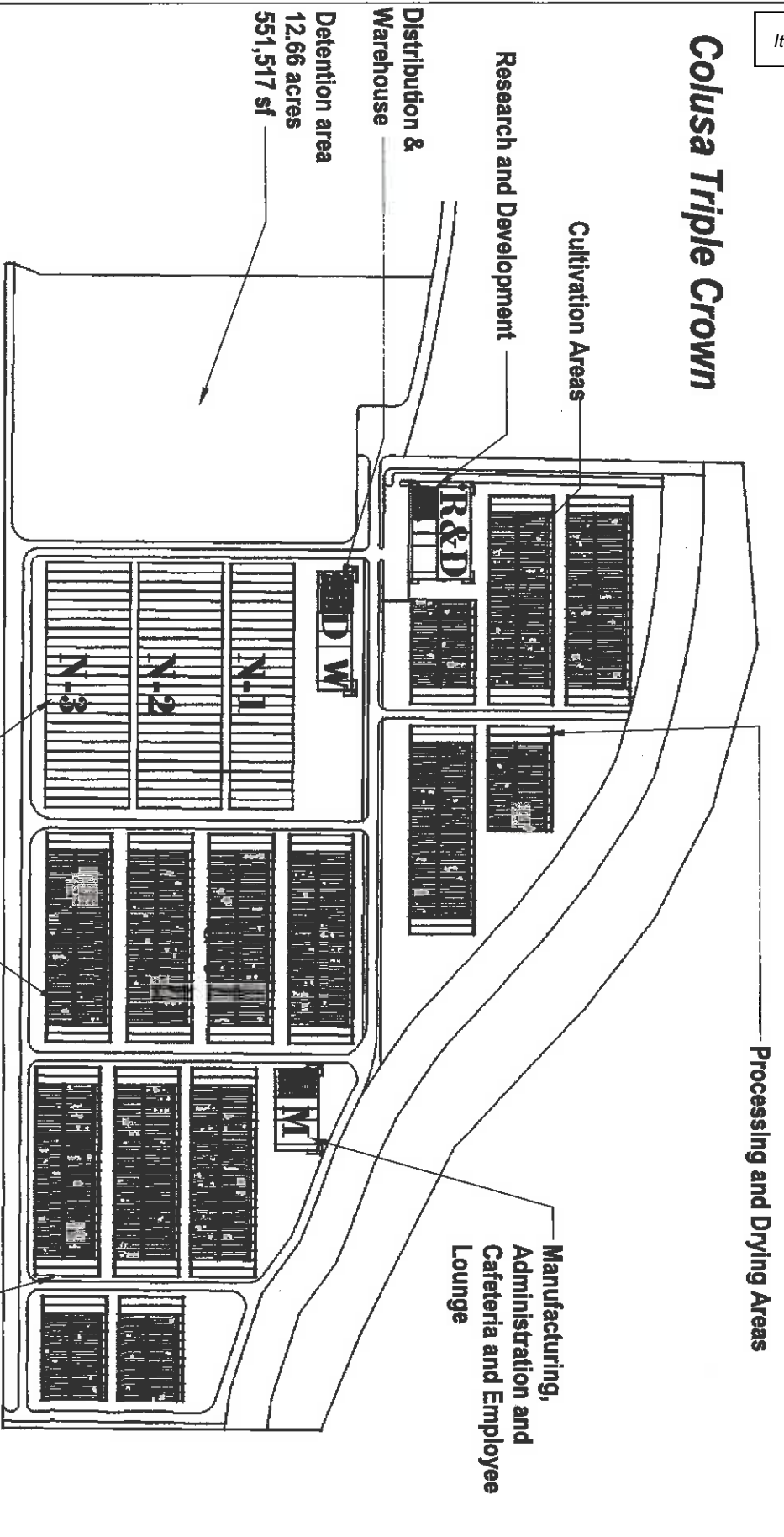
**Colusa Triple Crown: Project Information**

**Project:** Colusa Triple Crown Business Park and R&D Agricultural Center  
**Developer:** Colusa Triple Crown, LLC  
**Owner:** Colusa Riverbend Estates, LLC  
**City of Colusa**  
**Colusa County**





# Colusa Triple Crown

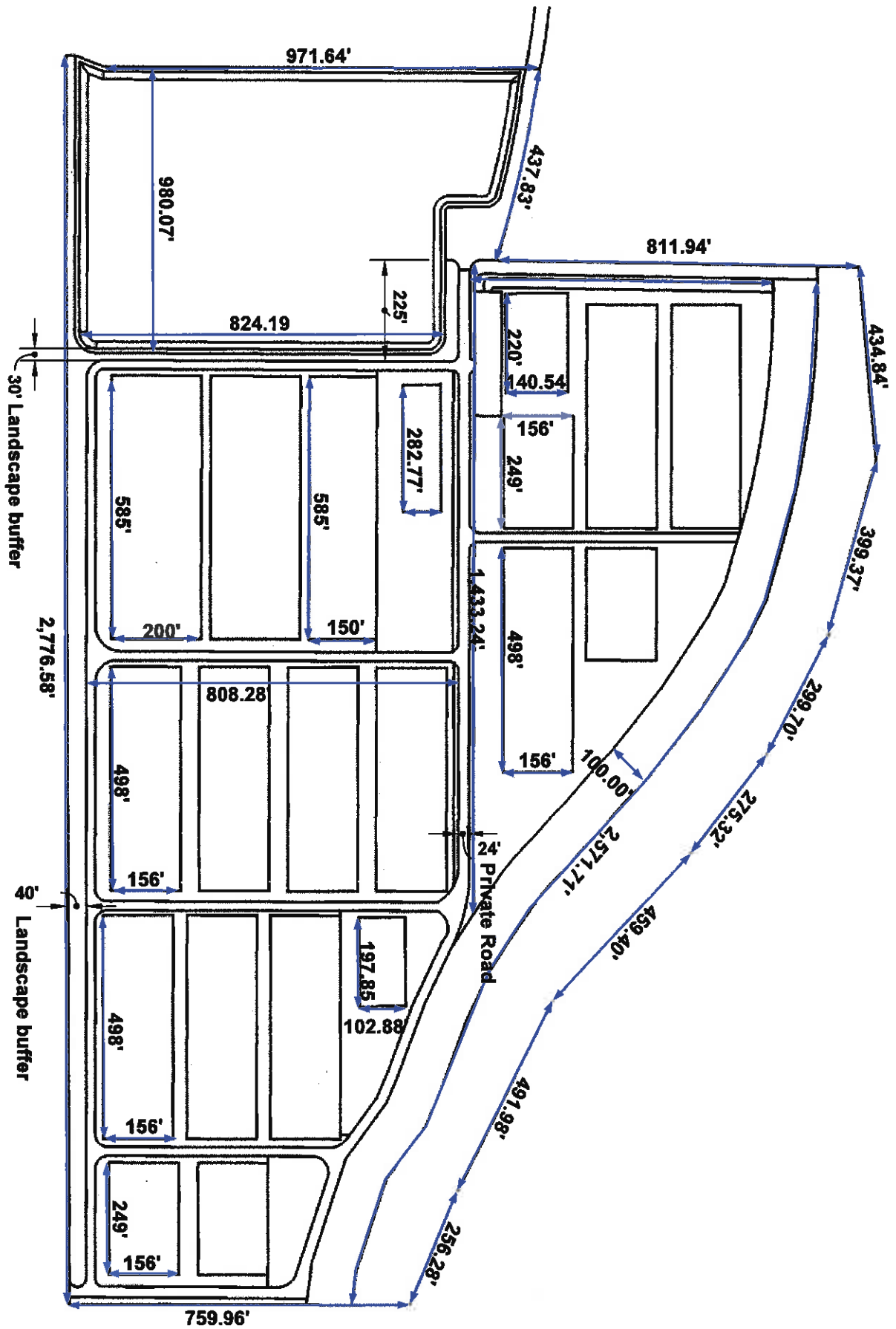


**Agricultural Production Center**

Nursery 328,878 sq. ft.  
Cultivation 900,000 sq. ft.  
Processing / Drying 149,760 sq. ft.  
Manufacturing / R & D 45,500 sq. ft.  
Distribution and Warehouse 40,000 sq. ft.  
Administration 30,000 sq. ft.  
Total Building Space 1,493,638 sq. ft.  
Total Estimated Employees 310 FTE

Cultivation Areas  
Nursery Location 7.55 acres  
Processing and Drying Areas







**Development Standards and permitted uses****Land Use Criteria**

Cultivation	P
Processing	P
Nursery	P
Manufacturing	P
Research	P
Development	P
Distribution and sales	P
Warehouse	P
Administration	P
Recycling area	P
Loading areas	P
Food service	P

**Minimum Setbacks from the perimeter property lines**

Cultivation	55'
Processing	55'
Nursery	55'
Manufacturing	40'
Research	40'
Development	40'
Distribution and sales	40'
Warehouse	40'
Administration	40'
Recycling area	55'
Loading areas	40'
Food service	40'

*No structures are allowed within 100' of the levy toe*

*See Exhibit Map*

**Maximum Height**

Cultivation	30'
Processing	30'
Nursery	30'
Manufacturing	45'
Research	45'
Development	45'
Distribution and sales	45'
Warehouse	45'
Administration	45'
Recycling area	30'
Loading areas	30'
Food service	45'

**Site Coverage Maximum**

Cultivation	22.00%
Processing	5.00%
Nursery	10.00%
Manufacturing	12.00%
Research	12.00%
Development	12.00%
Distribution and sales	11.00%
Warehouse	11.00%
Administration	3.00%
Recycling area	10.00%
Loading areas	10.00%
Food service	2.00%

**Interior setbacks between buildings**

Cultivation	25'
Processing	25'
Nursery	25'
Manufacturing	25'
Research	25'
Development	25'
Distribution and sales	25'
Warehouse	25'
Administration	25'
Recycling area	25'
Loading areas	25'
Food service	25'

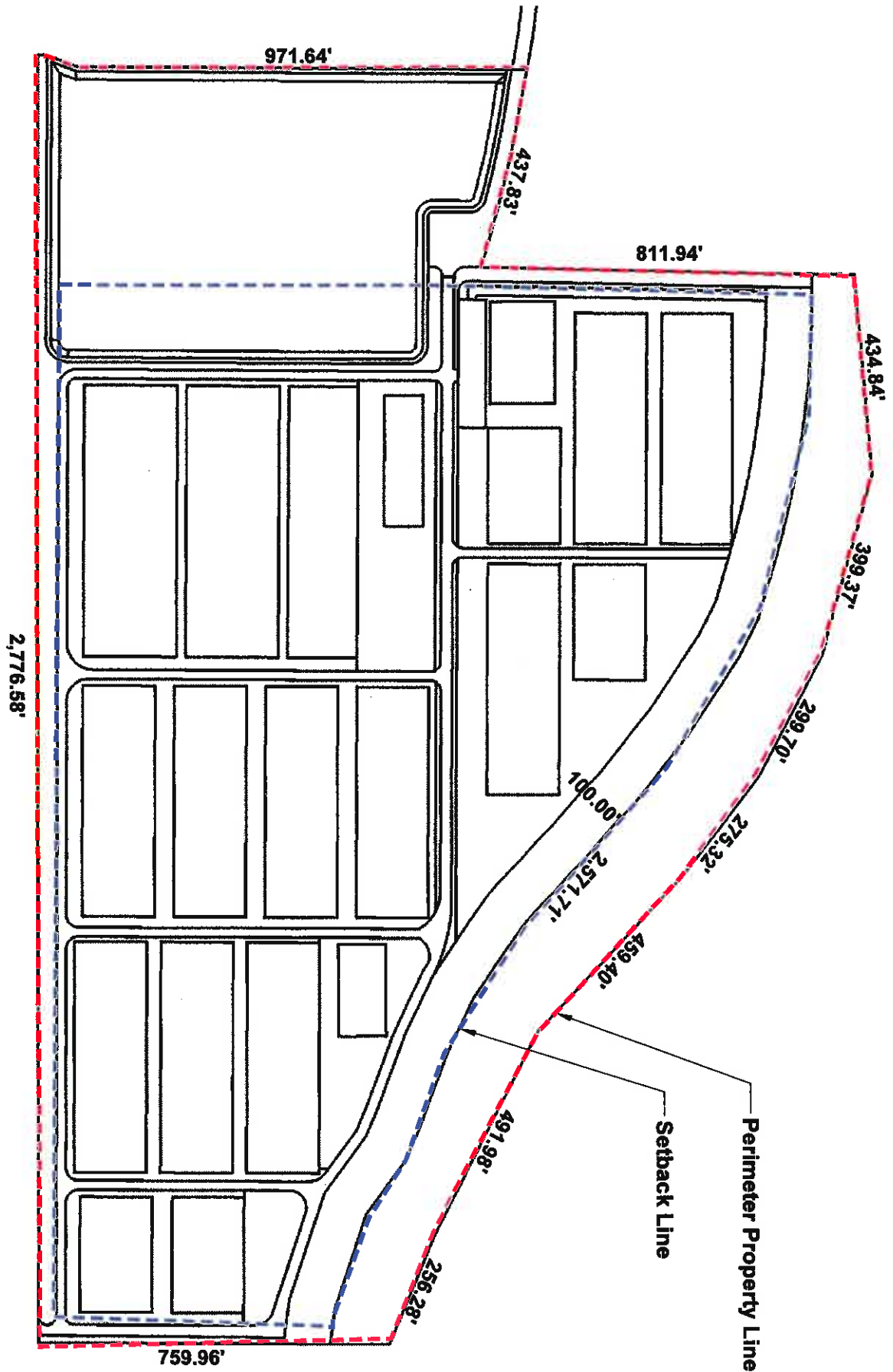
**Standards for roadways**

Roadway Type	Landscape			Sidewalk
	Lanes	ROW	Median	
D street/ County	2	54'	no	no
Market Street on site	2	64'	no	no
Project Emergency access	2	26'	no	no
Project Service roads	2	24'	no	no

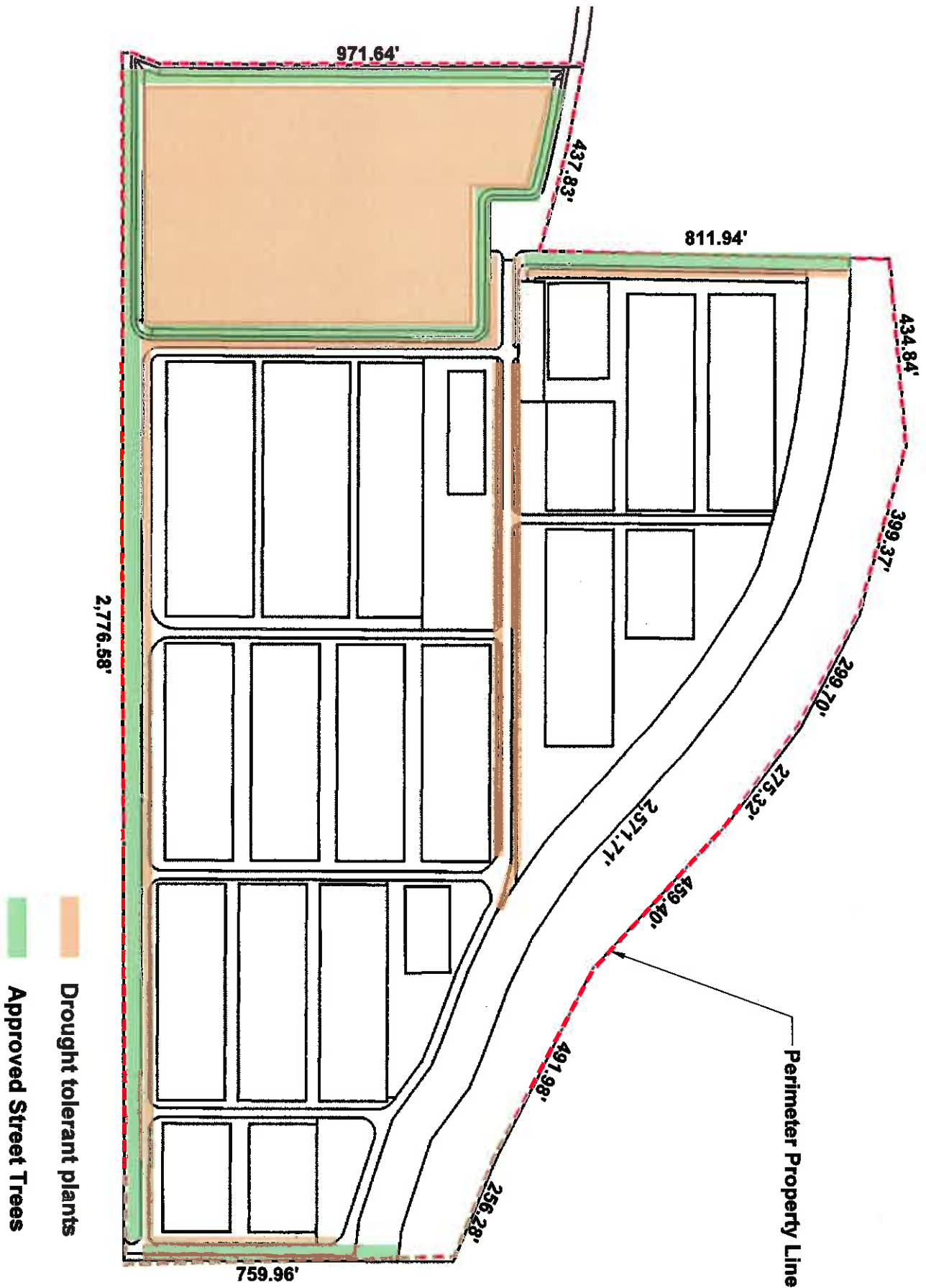
*See Exhibit Map*

**Landscape Standards**

Approved Street Trees and drought tolerant plants	
Perimeter Landscape	Yes
Detention Area	Yes
Interior landscaping will be limited if any.	No
<i>See Exhibit Map</i>	







Perimeter Property Line

## Landscape Exhibit

**PROJECT:**  
Colusa Triple Crown

**Applicant:**  
Colusa Triple Crown, LLC  
1046 Olive Dr. Suite 3b

**Owner:**  
Colusa Riverbend Estate  
1046 Olive Drive Suite 3

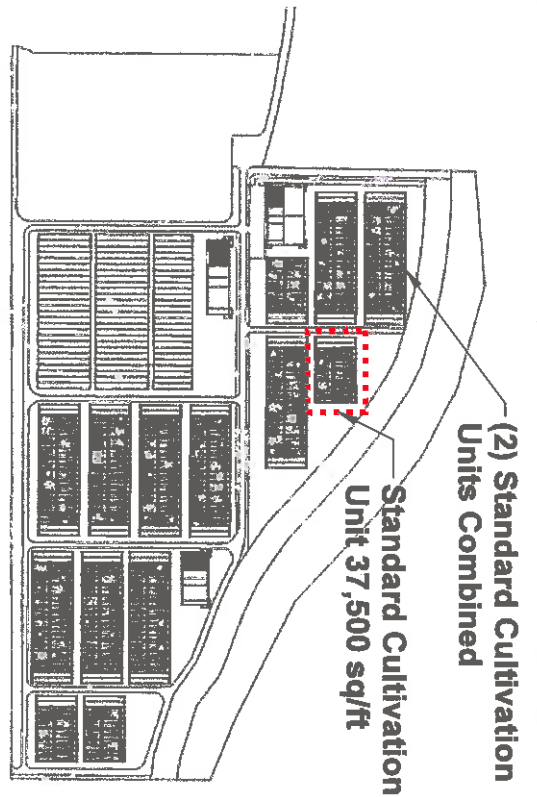
**Current Existing Conditions**

Total Roads and Sidewalks	-	SQ. FT.	0.00	Acres
Lot Coverage	47,102	SQ. FT.	1.08	Acres
Gravel Areas	51,552	SQ. FT.	1.18	Acres
Farming Area	3,064,020	SQ. FT.	70.34	Acres
Open Space	400,566	SQ. FT.	9.20	Acres
Detention/Irrigation Channel	126,759	SQ. FT.	2.91	Acres
Lot Landscape Areas	-	SQ. FT.	0.00	Acres
Total Non Porous Surface	47,102	SQ. FT.	1.08	Acres
Total Porous Surface	3,591,345	SQ. FT.	82.45	Acres
Total Area	3,689,998	SQ. FT.		
Total Acres	84.71	Acres	84.71	

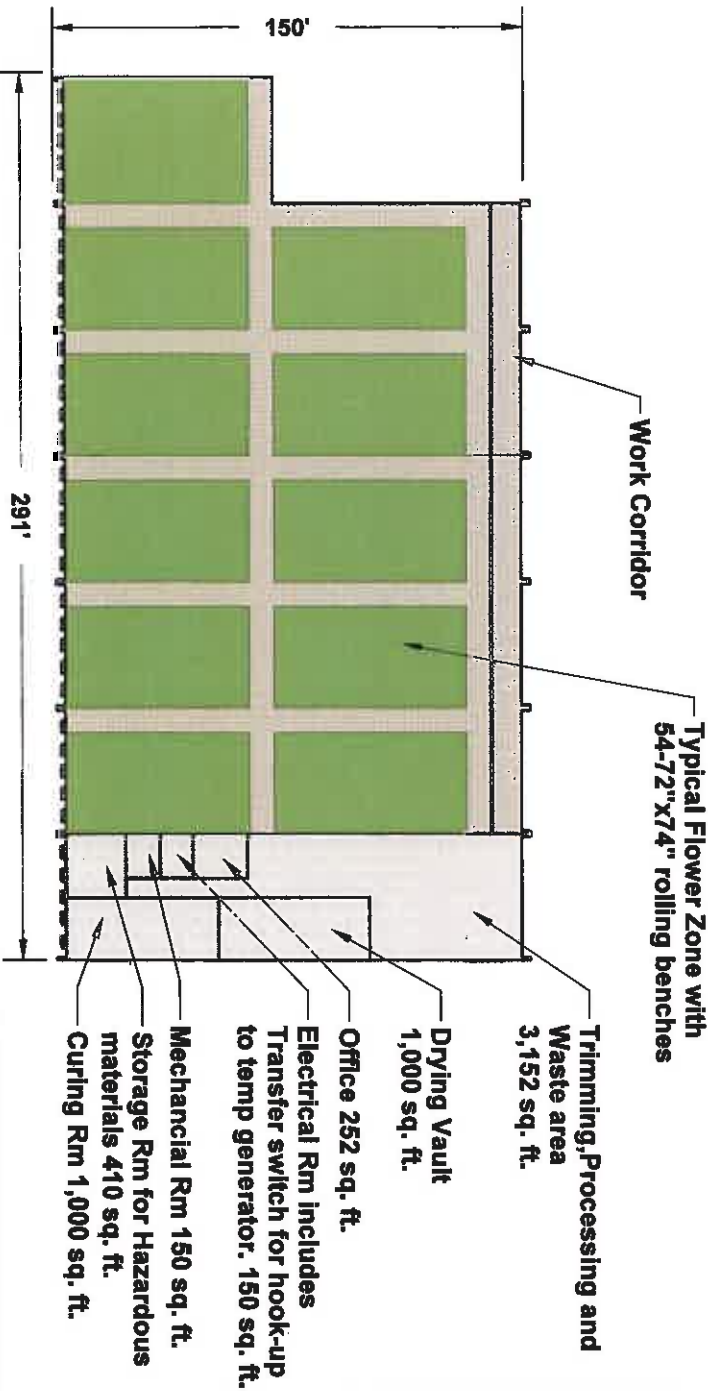
**Colusa Triple Crown Business Park****Difference Acres**

Public Roads and Sidewalks	26,002	SQ. FT.	0.60	Acres	26,002	0.60
Private Roads and Parking	218,322	SQ. FT.	5.01	Acres	218,322	5.01
Gravel Areas	538,573	SQ. FT.	12.36	Acres		11.18
Parking Areas Gravel	420,578	SQ. FT.	9.66	Acres		
Lot Coverage	1,006,991	SQ. FT.	23.12	Acres	959,889	22.04
Landscape Areas	268,478	SQ. FT.	6.16	Acres	268,478	(64.18)
Open Space	400,566	SQ. FT.	9.20	Acres	-	-
Detention and Landscape Area	490,225	SQ. FT.	11.25	Acres	363,466	8.34
Nursey	320,436	SQ. FT.	7.36	Acres	320,436	
Total Non Porous Surface	1,571,750	SQ. FT.	36.08	Acres	1,524,648	35.00
Total Porous Surface	1,697,842	SQ. FT.	38.98	Acres	(1,893,502)	(43.47)
Total Area	3,690,170	SQ. FT.				
Total Acres	84.71	Acres	84.71	Acres		
Lot Coverage	35.97%					
Floor Area Ratio	0.366					

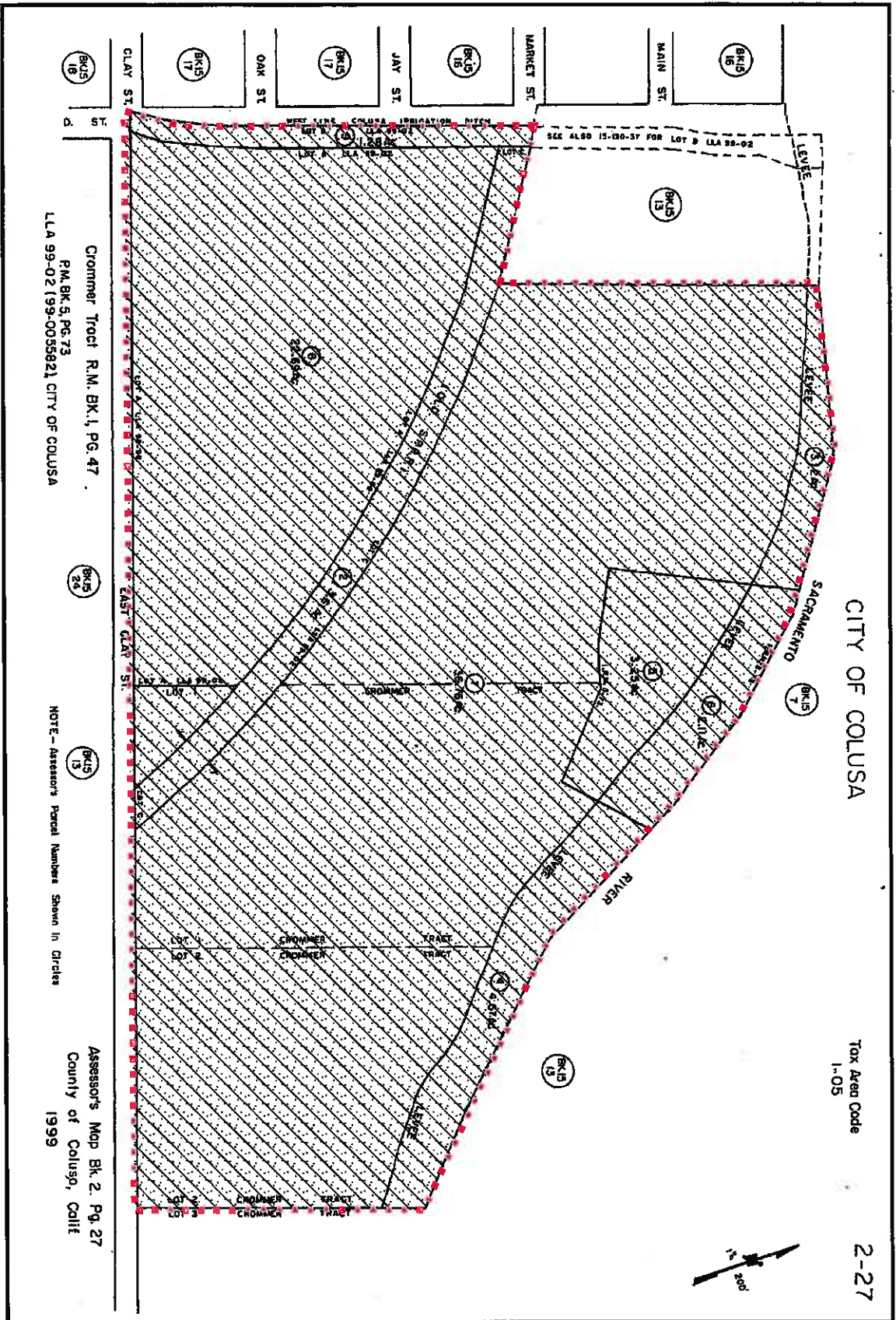




## Standard Cultivation Unit



Typical Cultivation Standard Unit:
594-72"x74" Rolling Benches
21,978 sq. ft. of Flower bench space/canopy
33,737 sq. ft. of Greenhouse/Cultivation
6,240 sq. ft. of Headhouse
Total Facility size equals 39,977 sq. ft.



CITY OF COLUSA

Tax Area Code  
1-05

2-27

Crommer Tract R.M. BK. 1, PG. 47  
P.M. BK. 5, PG. 73  
LLA 99-02 (99-005582), CITY OF COLUSA

NOTE - Assessor's Parcel Numbers Shown in Circles

Assessor's Map BK. 2, Pg. 27  
County of Colusa, Calif  
1999

# Existing Zoning: Planned Development (P-D) District

**Owner:**  
Colusa Riverbend Estate  
1046 Olive Drive Suite 3

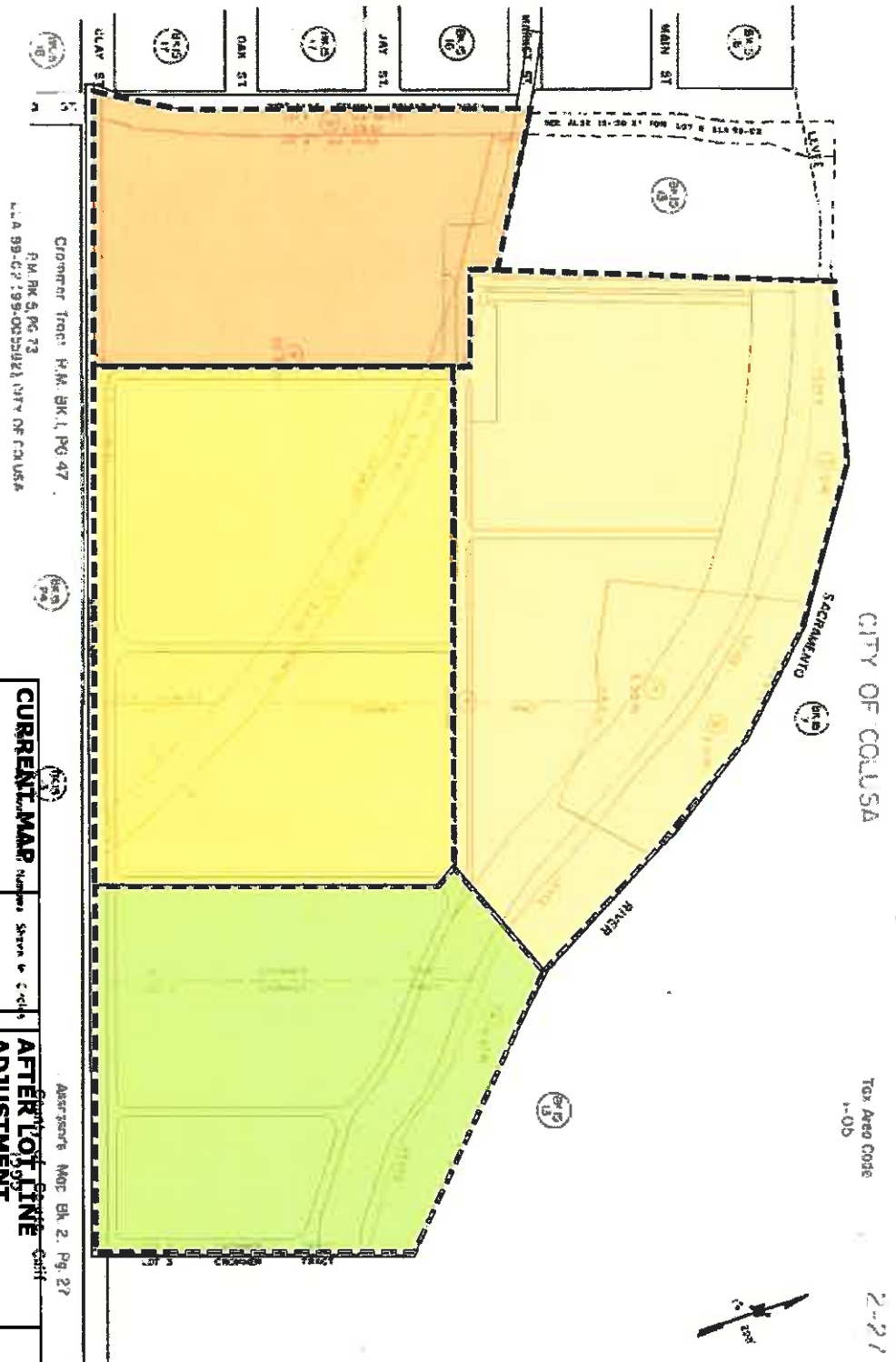
**Applicant:**  
Colusa Triple Crown, LLC  
1046 Olive Dr. Suite 3b

**PROJECT:**  
Colusa Triple Crown

**Existing Zoning**  
**Planned Development**







CURRENT MAP		AFTER LOT LINE ADJUSTMENT	
APN	Acres	APN	Acres
002-270-002	2.112	002-270-003	14.210
002-270-003	2.719	002-270-005	27.120
002-270-004	3.993	002-270-007	24.250
002-270-005	2.628	002-270-009	19.120
002-270-006	3.804		
002-270-007	44.361		
002-270-008	25.134		

84.70	84.70
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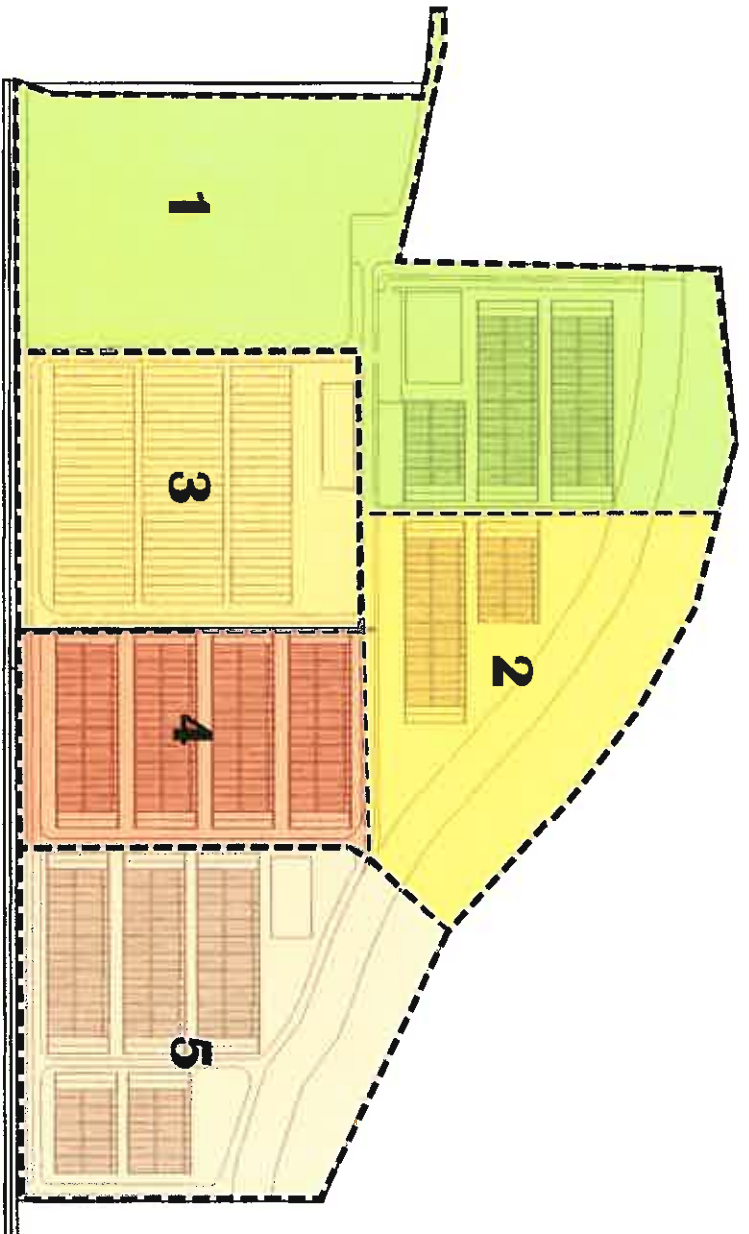


Phase 1: The development and construction of 187,500 square feet of cultivation and processing that includes five separate structures at 37,500 square feet each. In addition, a 45,500 square feet of manufacturing & research and development, including square footage for administration.

Necessary infrastructure will include the extension of D Street from East Main Street (limited section) to the commercial entrance, water extension from Bridge Street to project entrance, the construction of the required area of the detention basin and required drainage distribution system. The initial sewer connection will be established for the entire project. The development and construction will include all required landscaping and security details as proposed.

Phase 2: The development and construction of 112,500 square feet of cultivation and processing that includes three separate structures at 37,500 square feet each. Utilities will be extended to provide service for the commercial use including further development of the detention area. The development and construction will include all required landscaping and security details as proposed.

Phase 3: The development and construction of 328,878 square feet of nursery and supporting structures and equipment. A fourth structure is a 40,000-square foot distribution center and warehouse. Utilities will be extended to provide service along with further development of the detention area for drainage. The development and construction will include all required landscaping and security details as proposed.



Phase 4: The development and construction of 300,000 square feet of cultivation and processing that includes eight separate structures at 37,500 square feet each. Utilities will be extended to provide service for the commercial use including further development of the detention area. The development and construction will include all required landscaping and security details as proposed.

Phase 5: The development and construction of 300,000 square feet of cultivation and processing that includes eight separate structures at 37,500 square feet each. In addition, 19,250 square feet of distribution, manufacturing and warehouse. Utilities will be extended to provide service, including additional development of the detention area if necessary. The development and construction will include all required landscaping and security details as proposed.

## Proposed Phasing

**PROJECT:**  
Colusa Triple Crown

**Applicant:**  
Colusa Triple Crown, LLC  
1046 Olive Dr. Suite 3b

**Owner:**  
Colusa Riverbend Estate  
1046 Olive Drive Suite 3

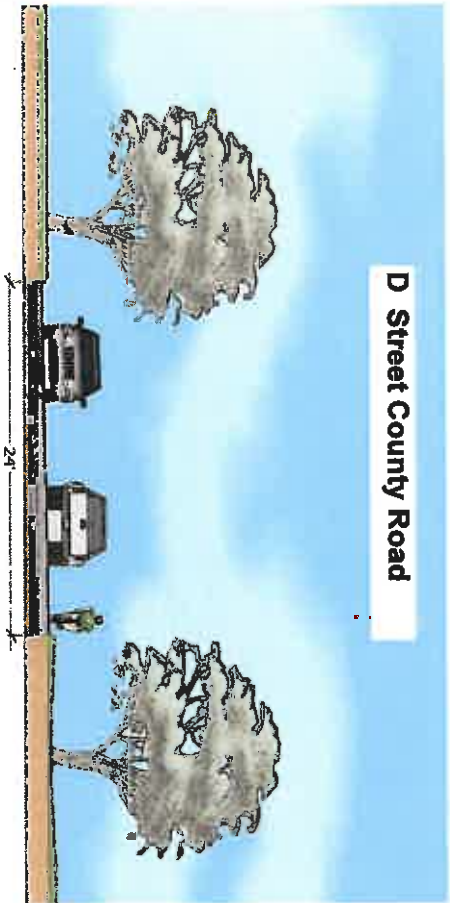
Colusa Triple Crown



- East Main Street County Road
- East Clay 58'-0 ROW
- Private road for employees and deliveries and for use as public service not open to local traffic
- Private roads for commercial use

Circulation Plan





East Main Street from Bridge Street to D Street will be the Primary Entrance to the Project Site. D Street will be constructed as a County Road from East Main Street south to the main project entrance.

There is one primary entrance to the Colusa Triple Crown project: D Street will extend from East Main Street to the project site. East Main Street will be the main entrance and exit from Colusa Triple Crown Business Park for all future employees and deliveries. An easement for the future D Street will run north-south connecting both Market Street and East Clay Street.

All roads within the Colusa Triple Crown (CTC) Business Park are private roads and will be maintained by the property owners. The project will provide an emergency road for local Public Service that will extend through the project off Market Street and circulate around the project turning south until intersecting with East Clay. The Public Service road will be maintained by the property owners and will not be open to local traffic.

**Pump station location**

**Detention area 13 acres**

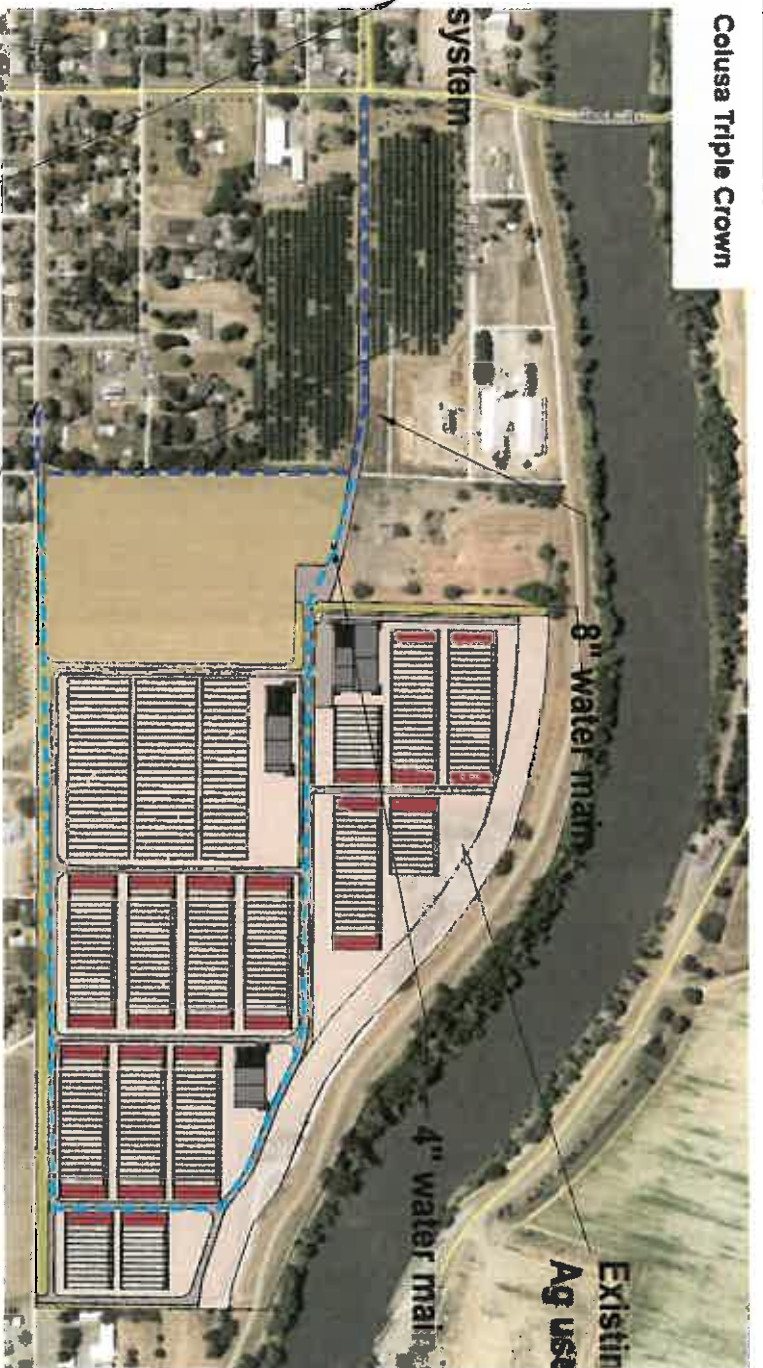
**Overflow connects  
to two existing 18"  
culverts crossing  
under East Clay**

**PROJECT:**  
Colusa Triple Crown

**Owner:**  
Colusa Riverbend Estate  
1046 Olive Drive Suite 3



Colusa Triple Crown



8" loop system

8" water main

4" water main

Existing Ag well for Ag use

Connect to City's existing 10" main line on Bridge Street

Connect to City's existing 8" main line on East Clay

## Water System Plan

All domestic water services will be metered. Water meters shall be installed on all water services to the satisfaction of the city engineer.

Per City of Colusa Cross Connection Control Program, all types of multi-family residential, commercial buildings and landscape irrigation services are required to maintain an approved backflow prevention assembly at the applicant's expense. Service size and flow rate for the backflow prevention assembly must be submitted. Location of the backflow prevention assembly shall be per the City of Colusa Public Improvements Standards and Construction Standards.

Colusa Triple Crown

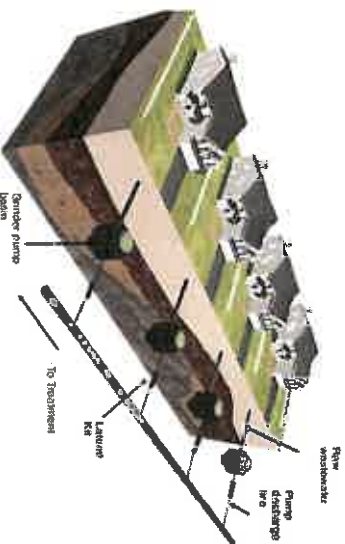


Connect to existing manhole on D Street. The system will be maintained by Colusa Triple Crown

**Sewer System Upgrades: Eliminating Infiltration & Inflow**

The E/One Sewer system is a pressure sewer system that is powered by E/One grinder pumps. A pressure sewer system uses small-diameter pipes and grinder pumps, which are installed at each location. The grinder pump station collects all the wastewater and grinds it into slurry. The wastewater is then pumped to a larger sewer main.

- Sewer flat, hilly, rocky or wet terrain
- Eliminates infiltration and inflow
- Low initial costs make central sewers economically feasible
- Central sewers increase the value of developmental units
- High reliability - maintenance is minimal
- Reduces operating costs
- Protective of public health
- Permits regulatory compliance
- Installation follows the contour of the land - needs only shallow trenches
- Labor and material costs are much less than gravity sewer systems

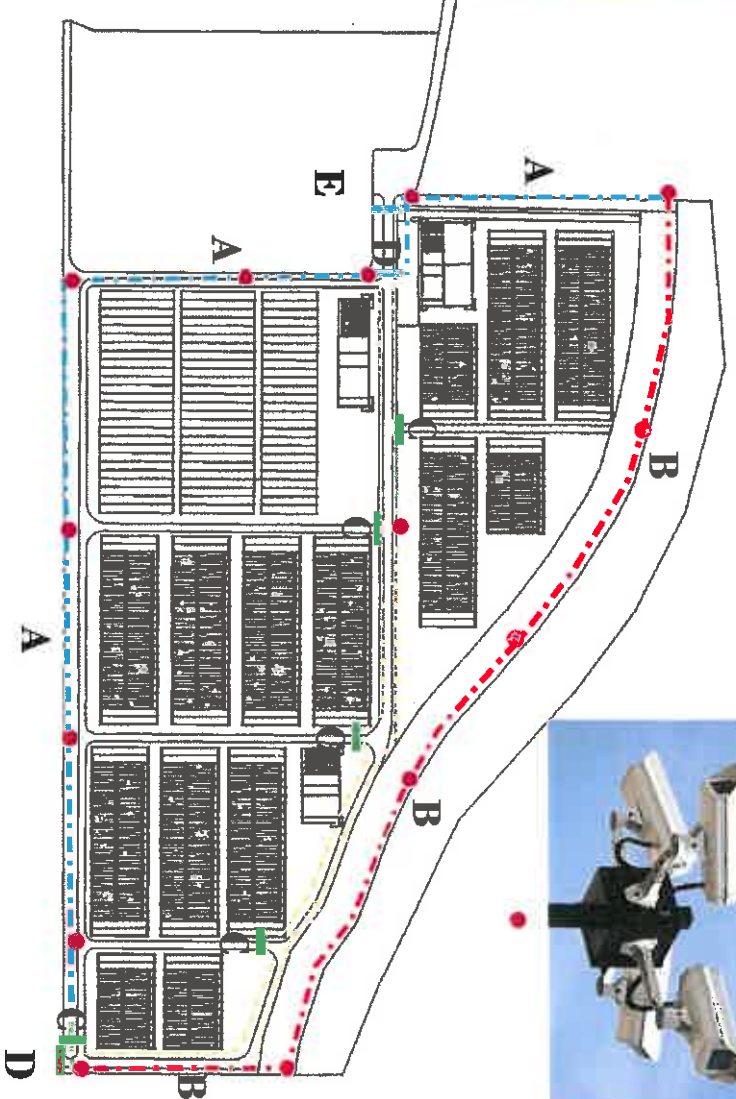


**e one**  
SEWER SYSTEMS





Security System







**Entrance off Market Street**



**Example of Detention Area**

**Owner:**  
Colusa Riverbend Estate  
1046 Olive Drive Suite 3

**Applicant:**  
Colusa Triple Crown, LLC  
1046 Olive Dr. Suite 3b

**PROJECT:**  
Colusa Triple Crown



North View



South View





West View



East View





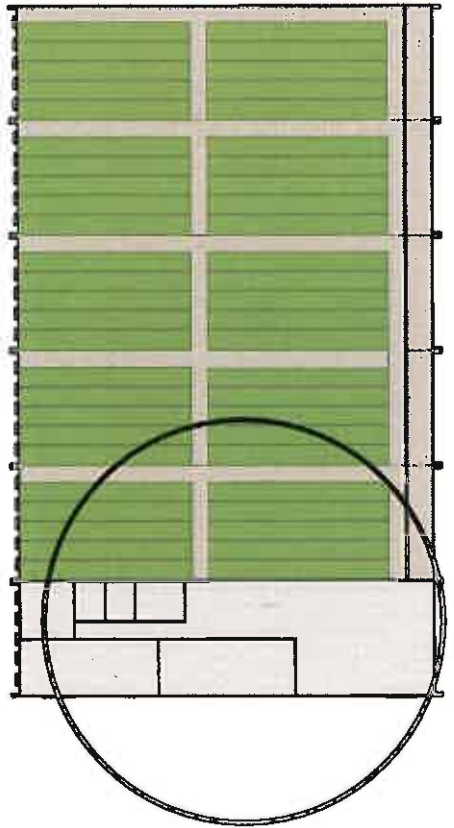


## Cultivation

As plants mature from seedlings, they are transferred to the cultivation area which covers 900,000 square feet. This area utilizes state of the art greenhouses to harness readily available resources, i.e. the sun, while controlling negative factors such as pests and contaminants. Each greenhouse is optimized for the plant varietal(s) it houses and is controlled via a central computer system that monitors and corrects for humidity, temperature, light, and soil compounds.

Plant management and soil amendments are carried out through the widely accepted "fertigation" method which deploys plant nutrients through the plant's water supply (drip irrigation.) While each greenhouse is optimized for plant health, other factors will be considered. Minimizing environmental impact is important and will be managed through intelligent water reclamation. In addition, each greenhouse will be laid out in a way that allows for farmer access since we believe farm, farmer and plant benefit from regular, hands-on testing and attention.





## Processing, Drying, and Storage

Throughout the year, plant flower will be harvested and processed into a commercial-ready product in a 149,760-square foot facility. In addition to processing recently collected flower, this facility will also serve as an inventoried storage location where flower will get prepared for testing and packaged for distribution.

The 'curing' process is an important step to ensure proper shelf life and safe consumption by the consumer. While most of this process is manual, it is space intensive to ensure inventory integrity and to store enough product to resist market demand fluctuations. This facility will also contain additional security elements given the quantity of finished product stored on-site.



## Processing and Drying Facilities





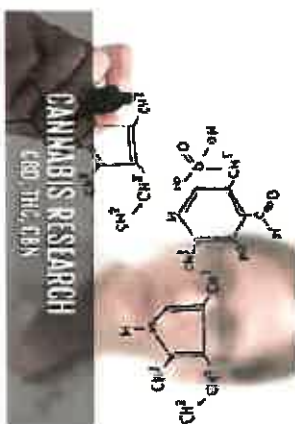
## Research & Development, Quality Control and Manufacturing



### Manufacturing and R&D

Once the plant flower is harvested, dried, tested, and packaged, it is ready for sale or further refinement. The manufacturing facility, comprising 44,500 square feet, will house a fractional distillation process that separates out each plant chemical (e.g. terpenes, cannabinoids, etc.) into its purest form. These pure cannabinoids and terpenes can then get mixed together, for example, to provide a specific flavor or effect for the consumer when consumed.

The fractional distillation process does not use a solvent-based approach and is thus a much safer albeit more expensive process for refining flower into commercial ready cannabis oil.



**Owner:**  
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**PROJECT:**  
Colusa Triple Crown

**Manufacturing  
and R&D**







## Distribution

After Triple Crown's products are tested and ready for sale, they move to the 40,000-square foot distribution and warehouse facility. This facility may be operated by Big Moon Sky, an online-only dispensary in California. Big Moon Sky offers curated collections of cannabis products for sale online which are then shipped to consumer's homes across the state.

This facility will serve as a distribution center where orders are picked, packed, and then shipped out. Orders are pre-sorted based on delivery location minimizing the need for multiple truck pick-ups throughout the day - this cuts down on environmental impact and truck congestion.

This state-of-the-art distribution center also relies on local staffing; providing employment opportunities throughout the city and county. The facility operates across a single shift with the opportunity of extending to three shifts if required.

Any product that is not sold direct-to-consumer via Big Moon Sky is then made available to the regulated market and sold in bulk to distributors who hold the required local and state permits to purchase and transport cannabis products.



## Distribution Facility

**PROJECT:**  
Colusa Triple Crown

**Applicant:**  
Colusa Triple Crown, LLC  
1046 Olive Dr. Suite 3b

**Owner:**  
Colusa Riverbend Estate  
1046 Olive Drive Suite 3



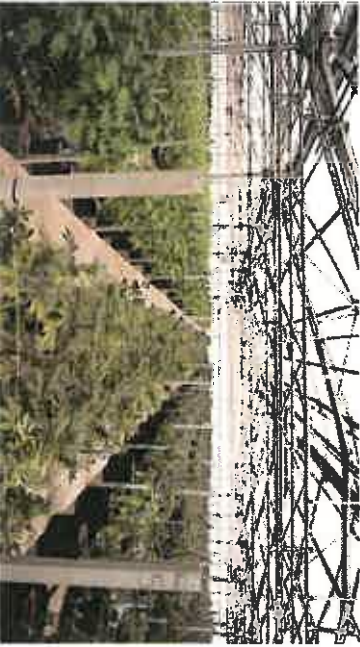


## Nursery

Located on-site will be a 7.55-acre nursery facility where each plant will begin its development from seed to seedling. The nursery serves two purposes: plant incubator and strain/varietal development.

In the early stages of development, the plant requires a particularly controlled environment free of pests and harmful environmental factors that can take advantage of the fragile state of the infant plant. As the plant starts to mature, it develops natural defenses increasing survivability in its permanent, greenhouse environment. By segregating the immature plants we increase plant health, ensure the development of natural plant defenses (reducing the reliance on pesticides, for example) and identify/correct potential plant health issues.

In addition to incubation, the nursery provides an environment for strain or varietal development. As with grape vines in the wine world, each plant is a hybrid bred to provide a quality product in a commercially viable quantity. Plant cloning and cross breeding must be carried out in a controlled environment and will thus be part of the nursery facility.



## Nursery Facility

**PROJECT:**  
Colusa Triple Crown

**Applicant:**  
Colusa Triple Crown, LLC  
1046 Olive Dr. Suite 3b

**Owner:**  
Colusa Riverbend Estate  
1046 Olive Drive Suite 3

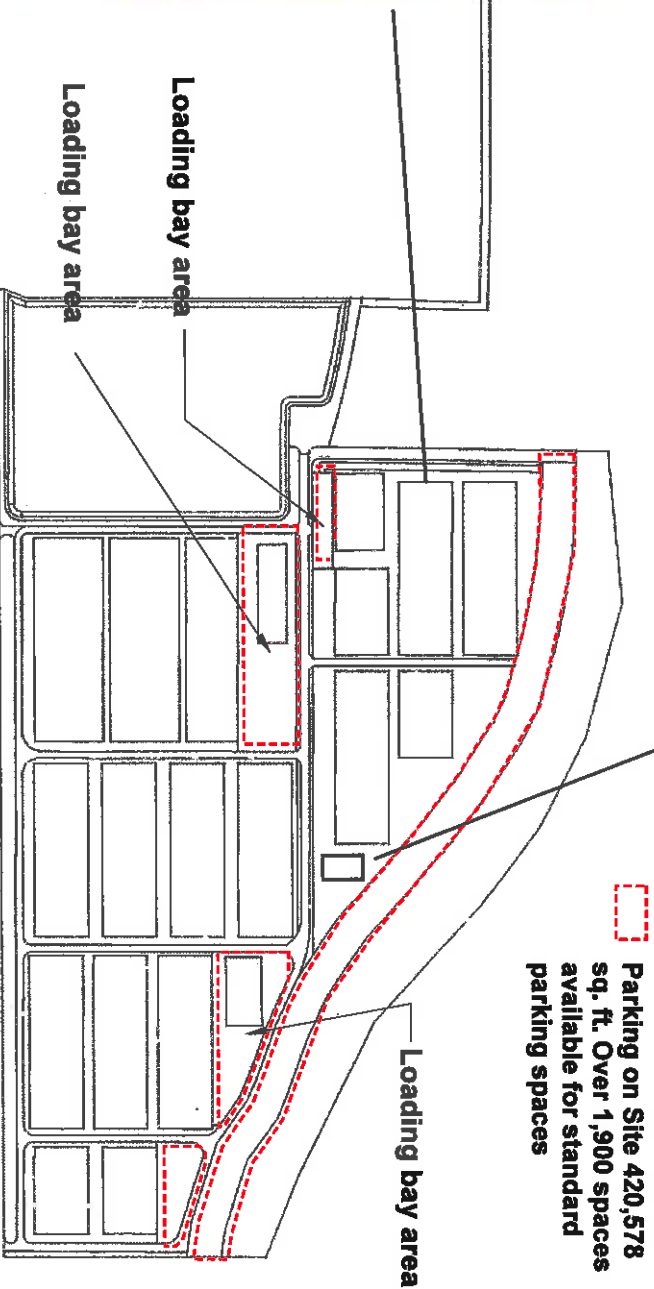


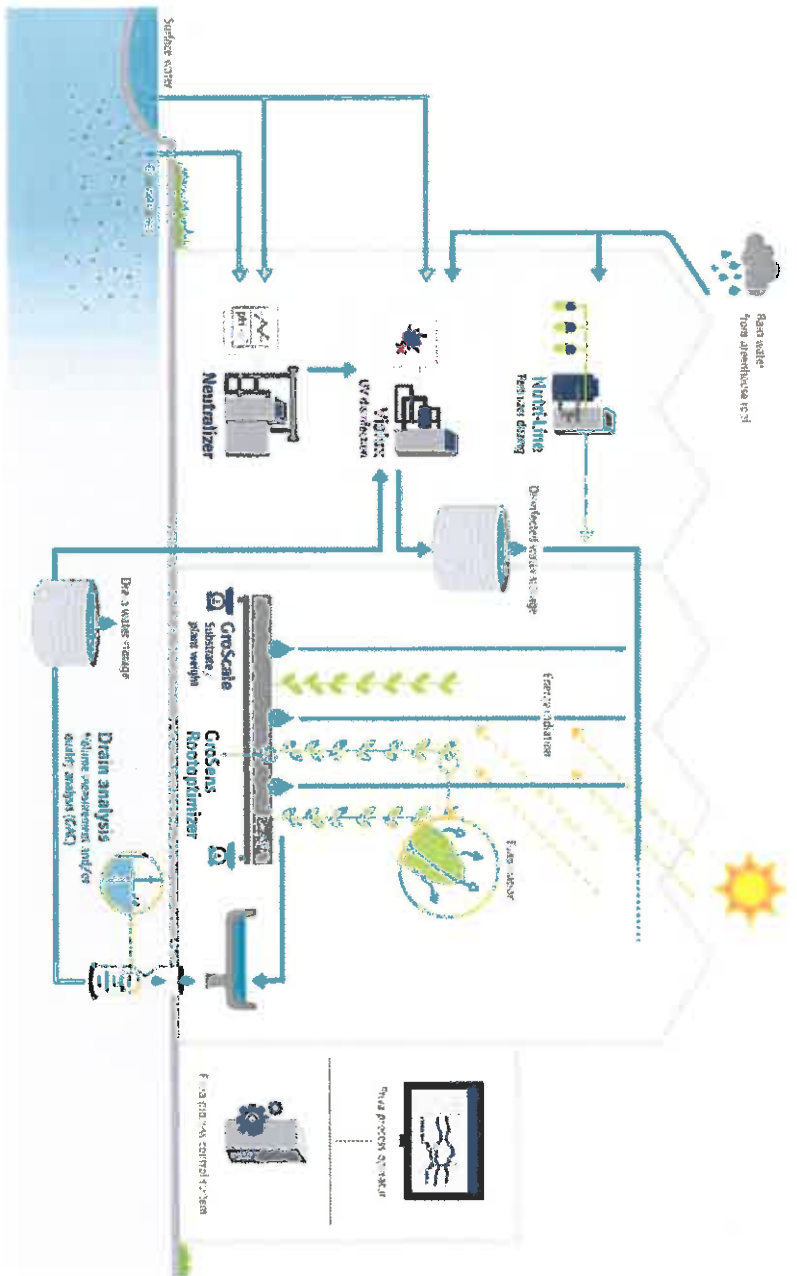
Future area for recycling of the hemp by-product for sustainable and eco-friendly use.

**Fuel** - hemp is an efficient biomass source of methanol  
**Paper** - hemp has a low lignin content compared to wood and can be turned to pulp faster and easier and does not need chlorine bleaching which is good for the environment.

**Construction** - fiberboards made from a hemp-based composite are stronger yet lighter than those made from wood. Hemp is an economical construction material that is recyclable.

Typical waste grinders for easy and safe use in order to meet required waste disposal regulations. Located in the headhouse of cultivation standard units.





## Water Management

Juste Water Cycle

Water management a closed loop system for healthy growth. Priva supplies automated watering systems that allows you to efficiently dose high quality irrigation water and to recirculate it safely.

**Pre-treatment:** responsible and economical water management starts with the correct pre-treatment of the water. HD-UV disinfection is a very reliable water disinfection method: it uses little energy, is safe for the environment and is low maintenance and prevents the spread of pathogens. Priva's watering system allows you to fine tune the bicarbonate content so that a stable pH is achieved. The EC pre-mixing allows you to reuse the drain water to the greatest possible extent.

**Fertigation:** The fertigation must be flexible and straightforward and Priva system controls this with stable EC and pH. The correct pH allows plants to absorb the fertilizer efficiently, and a stable EC ensures better growth in the greenhouse and a longer shelf life in the supply chain.

**Water recirculation:** The Priva systems disinfect the drain water. This is even more effective using a combination of HD-UV and oxidation: growth inhibitors and other harmful substances are broken down more effectively. See appendix for more detail





At least three NOI's were produced for the IS/MND. Two of the notices were published in the paper and the County received the third NOI via email after the County's IS/MND comment letter was submitted. None of the notices were sent to Colusa CUPA, a responsible agency, nor the County Clerk for posting. In addition, the public hearing notice published on April 10, 2019 did not appear to address how the existing zoning and vesting tentative map would be rescinded as part of the project. Section 15.03, Appendix "A" (Zoning) of the City Code describes a use permit requirement that is part of a PD action and it is unclear how this requirement is being addressed. These issues should be carefully reviewed for consistency with State law and City Code requirements.

### Public Hearing Notices

With respect to my April 8, 2019 comment letter, that letter contains comments on the published IS/MND. I had planned on updating the letter when the IS/MND was updated to reflect the project changes that we discussed. I did not anticipate that the project would change but the IS/MND would not be changed. I hope that this letter provides additional information to avoid any confusion.

In response to your April 19, 2019 email, I have prepared this letter to clarify the County's comments on the Triple Crown project. On April 8, 2019, I submitted a comment letter on the IS/MND that the City had prepared for the Triple Crown project. Subsequent to the submittal of said letter, the proposed project changed. The proposed rezoning to an industrial zoning district was changed to a rezoning to a Planned Development industrial zoning designation. Per our earlier discussion, this change was made to address a County concern that the proposed IS/MND only analyzed a very narrowly defined project while the previously proposed the M-1 zoning district allowed many other "by-right" uses that could be established without any discretionary or environmental review.

Dear Bryan,

Re: Colusa Triple Crown Project, Proposed Mitigated Negative Declaration (IS/MND)

Bryan Stice  
Community Development Director  
425 Webster Street  
Colusa, CA 95932

April 24, 2019

**COUNTY OF COLUSA**  
COMMUNITY DEVELOPMENT DEPARTMENT  
220 12th Street  
Colusa, California 95932  
TELEPHONE (530) 458-0480 FAX (530) 458-0482





The proposed project is one of many marijuana-related projects the City has approved or is currently considering. The City is effectively positioned, because of its location, to receive cultivated

## Cumulative Impacts

The IS/MND also states "Operations were analyzed at a programmatic level in the CalCannabis PEIR (CDFA 2017), and the Proposed Project would be consistent with the assumptions and analysis of the PEIR". The State's PEIR deferred this issue to be analyzed at the local level but the IS/MND references the City's cannabis odor regulations and defers any odor mitigation analysis to some point in the future. Given the structural design of greenhouses, it will be very difficult to control odors. There is the potential for the creation of significant odor impacts on the totality of the City of Colusa and adjoining County lands due to the projected growing of 88,000 cannabis plants in one harvest. Based on the lack of any actual analysis of the potential for odor impacts, the conclusion that there would be no significant odor impact is not supported by any evidence in the IS/MND.

The IS/MND states that "Odors were evaluated on a qualitative basis by considering potential odor generating sources under the Proposed Program, the proximity of cultivation operations to sensitive receptors, and the potential to create objectionable odors affecting a substantial number of people." No such analysis was provided.

## Odor Impacts

The proposed IS/MND states that the water demand would be nearly 176,000 gallons per day (Table 2-3, page 2-15). Water Code Section 10912(a)(7) defines a project that is subject to a water supply assessment as one that would demand an amount of water equivalent to, or greater than, the amount of water required by a 500 dwelling unit project. The City should conduct the necessary analysis to determine whether a water supply assessment is required by State law.

## Water Supply

As detailed in the April 8, 2019 letter, the IS/MND contains no analysis of the use of butane or other chemicals that are used in the extraction of oil from the cannabis plants. An analysis of the potential impacts resulting from an accidental release or explosion of these chemicals should be conducted to determine whether there is a potential for a significant impact. Since no analysis has been included in the IS/MND of the volumes, types, and forms of the regulated chemicals that will be used, Colusa County CUPA acting as a responsible agency is unable to determine the potential impacts of the project. As detailed in my April 8<sup>th</sup> letter, it appears that Colusa CUPA will have to conduct its own environmental review prior to issuing any CUPA related permits due to the lack of analysis in the proposed IS/MND.

## Hazardous Materials

April 24, 2019

Colusa Triple Crown Project  
Proposed Mitigated Negative Declaration  
Page 3 of 3

marijuana from the north parts of the state and to serve as a focal point for the manufacturing of marijuana projects and distribution of such projects to the Bay Area, greater Sacramento region, and the remainder of the State. To date, however, no effort has been made to consider the cumulative impacts of all these projects on a number of factors including but not limited to the County jail facility, the district attorney's office, the public defender, and social services.

### ALUC Review and Consistency

Part of the project appears to be within the ALUCP Influence Area (Compatibility Zone C3). The IS/MND does not include a discussion of the proposed project's consistency with the Colusa County Airport Land Use Plan.

I trust that the above comments help to clarify the County's previous comment letter prepared in response to the circulated IS/MND. Given that the IS/MND has not changed, those comments are still applicable to the published IS/MND. This comment letter was prepared to help focus the discussion on the revised project even though it is no longer consistent with the IS/MND that is being processed.

Please keep me informed as to any project changes, or opportunities to comment on the project in the future. In the meantime, should you have any questions regarding this matter I can be reached directly at (530) 458-0483 or at [gplucker@colusacountycolusa.com](mailto:gplucker@colusacountycolusa.com).

Sincerely,



Greg Plucker

Community Development Director

Attachment: April 9, 2019 Triple Crown IS/MND Comment Letter

→ Note: There is no April 9, 2019 letter, see April 8, 2019 letter w/in the April 23, 2019 Memorandum attached

Cc: Kent S. Boes, Chair, Colusa County Board of Supervisors  
Gary J. Evans, Colusa County Supervisor  
Merced Corona, Colusa County Supervisor  
John D. Loudon, Colusa County Supervisor  
Denise J. Carter, Colusa County Board of Supervisor  
Wendy G. Tyler, County Administrative Officer  
Marcos Kropf, County Counsel  
Jesse Cain, City of Colusa City Manager



# Colusa Riverbend Estates LLC

Seepage observations prepared by:  
**Woody and Kathy Yerxa**  
**(530) 458 2550**

**For more information, click the following  
link to see a brief video with more  
information:**

<https://1drv.ms/v/s!Ar6uRMDGAKsogekJ4qGOLqQ0snpMQA>

**Colusa Triple Crown  
Cannabis Research and  
Development Business Park  
Project**

**Mike Olivas (530) 400 6092  
Project sponsor**



# East Clay Street Seepage



- The proposed project is located south of the Sacramento River levee, east of D Street and north of East Clay Street.
- These photos were taken the week of February 28, 2017
- The entire property was filled with seepage water; so much that it was running across East Clay Street





Making a measuring stick to show water depth



Water above her boots



14" deep







# Conclusions

- All of these photos were taken more than a week after a rainfall event
- These seepage events are very common in this area during high river events of over 55' at the Colusa bridge
- Water always seeks its own level, no matter how big of a retention pond is constructed, property wide seepage will still be a problem

- video link:

<https://1drv.ms/v/s-Ar6uRMDGaksogekJ4qG0LqQ0snpMCA>





March 21, 2022

City of Colusa Planning Department  
425 Wester Street  
City of Colusa, CA 95932  
Attention Bryan Stice  
Planning Director

Dear Mr. Stice,

Please accept this application from JAC INDUSTRIES COLUSA FARMS for design review for the construction and development on the 84-acre site on the northeast side of the city, bounded by D Street, East Clay Street, and the Sacramento River levee. The application is for design review, and Development Agreement, Special Use Permit, and Regulatory Use Permit to construct and operate a cannabis research and development business park.

The Proposed Project is for the construction and operation of a cannabis research and development business park. The Proposed Project would encompass approximately 420,000 square feet (ft<sup>2</sup>) on parcel four and would include energy-efficient buildings for cannabis cultivation, plant processing spaces, facilities for creating infused products, a testing laboratory for internal product testing, research/development and training centers, distribution center, and corporate offices. The various spaces can be sold or leased to other cannabis businesses properly licensed by the State of California.

Specific project objectives are as follows:

- Develop the Proposed Project area into a state-of-the-art cannabis research and development business park.
- Construct a facility that meets all state and local requirements for cannabis cultivation and business activities, including security and environmental standards required by the State of California.
- Construct a facility that meets all local laws, regulations, and ordinances that may apply to site development and building standards (e.g., building codes, local ordinances); and
- Build a facility that provides employment to up to 310 full-time employees.

The project site is situated in the northeast corner of the City of Colusa, along the south side of the Sacramento River levee (**Figure A.03**). The 84-acre project site is bounded by D Street to the west and East Clay Street to the south. The Sacramento River forms its northern boundary. The site is located on eight existing assessor parcels. Approval of the Proposed Project includes a lot line adjustment to the four legal parcels into a new realigned four parcels, as shown in the (**Figure A.04**).

The area is zone as Light Industrial District (M-1), with a current a General Plan designation Industrial District (I).

Residential, agricultural, and commercial uses surround the project location on three sides, with the Sacramento River on the north (**Figure A.03**). Residential uses are located at the southwest corner of the project site, and rural residential/agricultural uses are located along the south border of the site.

The topography of the site is flat at an elevation of  $\pm 55$  feet above mean sea level (ENGEO 2004). Most of the property is being farmed for hay. Mature trees line some parts of perimeter of the property and is surrounded by tall weeds and dry brush.

A fruit drier, pump shed, shower house, are located along the northern boundary of the property. All structures have been abandoned and in poor condition. There are two residential wells on the property and one agricultural well. A dirt and gravel road enters the property near the southeast corner, extends north along the eastern boundary, and then follows the northern boundary, providing access to the above-mentioned structures. According to research on previous land uses, the property has historically been used for the agricultural production of prune plums and oats, and contained a fruit dryer, two residences, and a railroad spur (ENGEO 2004).



## **PROJECT NARRATIVE**

### **Overview**

The Applicant JAC Industries llc is applying for a Cultivation, Distribution, Manufacturing Nursery Licenses at Colusa CA. Said property consists of a phased buildout. Phase one will include 2 metal buildings with approx. 5000 flowering lights. Phase One will be situated on approximately 27 acres of M zoned land located in the County of Colusa . The current property owner approves the potential usage of the property.

### **Team**

#### **Robert Dubar**

Robert Dubar was in the restaurant franchising business for over 20 years, with over a dozen El Pollo Loco locations under his ownership at a point in time. Since selling his franchised locations, Robert has consulted and advised for various industries including store front retailers, restaurants, real estate, and construction services. Robert currently resides in Incline Village, Nevada.

#### **Anna Willey**

Anna Willey is the Chief Executive Officer and owner of CAM Corp & Dash Industries, a Recreational Cannabis corporation with annual revenues exceeding \$50 million since June 2009. The company encompassed 2 large-scale commercial grows in Sacramento, CA with 2 additional locations and grow locations scheduled for 2021.

Anna Willey is a veteran of the cannabis industry, with over 17 yrs. of experience in all aspects of producing, cultivation and dispensing of cannabis in California.

Her extensive experience, collaborative leadership style, and operational expertise positions her as a competent CEO for growth. Before starting CAM, Anna Willey worked as a PMP certified Project Manager/ IT Consultant in the software field working for companies such as Computer Associates, SAP and Watson Wyatt and Accenture.

#### **Josh Granville**

Joshua Granville is a cannabis cultivation consultant from Cincinnati Ohio. After completing a business economics degree from the University of Cincinnati he entered the cannabis industry in Denver Colorado.

When California approved recreational use cannabis in 2016, he moved to Southern California to integrate large scale commercial cannabis with technology and systems from traditional agriculture.

Currently operating or consulting on 100k sq foot of canopy in the California recreational market. Robert Dubar is the largest investor for JAC Industries LLC and owns 53 percent of the entity. Robert Dubar is also the property owner Courtney Dubar's father.

. Anna Willey is the managing partner and CEO for JAC Industries LLC.

Joshua is the COO and 23% holder in JAC Industries LLC.

## **Employment**

JAC Industries estimates to provide approximately 250 job for building 1 ; 200 additional jobs will be created for Building 2if project receives an electrical upgrade (working in conjunction with PG& E) State Local Licenses, Fire inspection, COO and tax Development Plan.

Projected Number of Employees ( FTE) for Building 1:

Cultivation: 130

Nursery: 10

Compliance: 10

Distribution: 50

Ancillary (Office, Security, Facility Maintenance) : 50

## **Projected Revenue**

Phase 1: 70-90M

Phase 2 :110M – 140M

Combined estimated revenue could reach 180 M – 220 M

## **Requested Entitlement**

The subject property, 82 acres is ideally located in an agricultural area and is fully approved for CEQA from the city of Colusa ; adjacent and nearby property uses are industrial in nature. There are no parks, schools, daycares, or youth centers within 600 feet of the subject property. Building 1 is scheduled for 116K SQ FT and Building 2 would be approx.. 218 K SQ FT.

## **Exterior Work**

JAC Industries plans to build 2 146K SQ foot buildings over the course of 2- 5 years. The Applicant is also not requesting signage and understands that any exterior signage will require appropriate approvals from the Building Division.

## **Interior Work**

Between 2 buildings will be remodeled to include the following

- 50 Flowering rooms
- 4 Large vegetation room
- 10 Dry Room
- 4Safe Room
- 4 Trim and Storage Area
- ADA compliant bathrooms and work areas for trimming, drying and curing of cannabis

## **Restricted Access**

All cannabis cultivation activities will be handled within the secured interior confines of the building. Nothing will be visible from the public-right away or street. All activities



associated with the business will occur within restricted access rooms and areas that will not be accessible by the public.

**About Applicant**

Applicant is a cannabis management, investment and development corporation with significant experience in the operations of cannabis related businesses. Applicant principals are already approved owners in California, currently operation multiple cultivation and retail facilities across California. They have been owners and operators of cannabis facilities in Colorado since the inception of legal cannabis in that State. Furthermore they have consulted for a wide variety of clients across the country in states that have enacted cannabis regulatory systems.

## **COMMUNITY RELATIONS**

### **1. COMMUNITY RELATIONS COMMITTEE**

Being a good neighbor is of paramount importance, and the Applicant will establish a Community Relations Committee (CRC) to aid in this endeavor. This CRC will be established to ensure that the community is involved in establishing and monitoring priorities, plans, and programs. The CRC will assist the Applicant in meeting its obligations by reviewing community needs, discussing strategies, recommending community benefit plans and monitoring progress towards identified goals

#### **Community Information and Contact**

The Applicant will develop a website with online information, contact information and State and local information on the cannabis information. The Applicant will designate an employee as an on-site liaison working directly with the local community's municipal offices, police chiefs, civic leaders and chambers of commerce to ensure that our organization has created a positive community experience.

### **2. JOBS PLAN**

#### **Overview**

The Applicant will provide health care, a living wage for all 250- 400 employees. All managers and supervisors will be required to comply with all federal and state guidelines for dealing with the management of personnel. In addition to paid staff, every effort will be made to use local vendors and contractors.

#### **Diversity Targets**

The Applicant is committed to promoting and sustaining an environment of diversity, equality, fairness, inclusion and respect. To achieve a diverse workplace The Applicant will strive to hire approximately 30% of its workforce from minority candidates.

#### **Continuation of Hiring**

As with all businesses, The Applicant is expected to experience some turnover and will operate to replace jobs on a local basis prior to expanding its search. The Applicant is committed to replacing, promoting and hiring from within the employment pool in the community first.

### **3. DESIGNATED POINT OF CONTACT**

The Applicant has assigned the role of Community Relations Manager to Ms. Anna Willey (owner). As such, she will be the designated point of contact for all community outreach and ongoing community relation's matters. She will be the main point of contact for the following:

- City Officials (including City Manager, Police, Fire and Department of Cannabis Policy and Enforcement).
- Neighboring businesses



- Ensure that an approved and qualified business official is available 24 hours a day and that responses to the community are handled appropriately in a timely manner (usually within 48 hours)

The Applicant takes its relationships with neighbors and the community at large seriously and will attempt to address all issues and concerns received in a prompt and courteous manner. Records of Such inquiries will be properly maintained.

#### **4. SPECIFIC BEAUTIFICATION STEPS**

##### **Reducing Illegal Dumping**

The Applicant understands the seriousness of illegal dumping in the neighborhood and will assist community leaders by:

- Keeping dumpsters and garbage bins locked and in secure areas.
- Keeping dumpsters away from busy streets and in well-lit areas.
- Scheduling pick up of trash in advance
- Checking The Applicant's dumpster's every day for illegal dumping.
  - If The Applicant is compromised, management will call local law enforcement.
- Help monitor the neighborhood.

##### **Littering**

The Applicant places an emphasis on a clean work environment and community. As business owners, the following will always be implemented at the Cultivation Facility.

- Trash receptacles will be provided at entrances, exits, loading docks and walkways around the Facility.
- Employees and Contractors will have access to dumpsters and will make sure they are always securely locked
- Employees will be educated as to the importance of individual responsibility for a clean and safe working environment.
- The Applicant will lend time and resources to community groups aimed at cleaning up the community.

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## **SECURITY**

### **1. FACILITY SECURITY**

#### **Overview**

The Applicant will put into place robust facility security systems taking into account all facets of the Cultivation facility for the highest level of safety for employees, security for the facility and surveillance.

#### **Perimeter Security Measures**

The perimeter line of protection is the outermost line that can be protected by facility security measures. A perimeter barrier is a medium which defines the physical limits of an installation, area, building, or room; and, which restricts or impedes access thereto. The perimeter should be pushed out to the edge of sidewalks and/or property lines by means of fencing, bollards, planters or other obstacles. To push this line out even further, restricting or eliminating parking along curbs in front of the facility should be done when possible. Barriers offer important benefits to the overall physical security and will include the following:

- Controlling vehicle and pedestrian traffic flow
- Providing entry control points into the building
- Defining a “buffer zone” for sensitive/off limits areas
- Precluding visual compromise by unauthorized individuals
- Delaying forced entry

The Applicant will conduct periodic inspection and identification of needed repairs to these perimeters. Monthly maintenance and inspection will be conducted to ensure trees, bushes, and other foliage outside of the Cultivation Center premises do not allow for a person or persons to conceal themselves from sight. Grass, brush and trees will be removed as needed. Openings in perimeter barriers (windows, gates, doors, etc.,) will be kept to a minimum. All openings or entrances will be guarded or secured when not in use. Openings, such as windows or doors that are not needed or necessary for emergency exit or environmental purposes will be provided with adequate locks or be blocked or covered by screens or similar material.

#### **Perimeter Warning Signs**

A significant number of warning signs will be used around the entire perimeter of the facility to ensure that possible intruders are aware of entry into a restricted/controlled area.

#### **Security Lighting**

Security lighting provides both a real and a psychological deterrent to criminal activity and will be used to surround the entire Cultivation Center. Security lighting helps a guard detect intruders and is desirable for sensitive areas such as exterior doors, loading docks, access control points in perimeter fencing, storage areas and all utilities (water, power, etc.). Motion detection lights or devices will be used and will ensure any detected movement will activate lighting and/or CCTV. It will be placed to increase protection in vulnerable/hidden areas. Exterior lighting will meet the illumination requirements of any



CCTV or other video systems installed. Exterior lights will be tested and inspected periodically (weekly) to ensure proper function. Lights of sufficient intensity will be located at main gates and entrances that are controlled by security or responsible activity personnel, to include:

- Lights over all lockup doors.
- Lights for restricted areas and sensitive item storage.
- Lights along remote buildings and interior fence perimeters; and, in parking lots for crime prevention purposes.

The outside perimeter of the Cultivation Center will be sufficiently lit to facilitate surveillance by employees, guards or law enforcement. All lights will provide sufficient light to allow for facial recognition of any persons attempting entry into building. Exterior lights on buildings that are exposed to breakage will be provided with lens covers or screens. The Facility lights will be wired to ensure security 24 hours per day.

### **Doors**

There will be a locked door between the facility's entrance and all limited access areas. The limited access areas shall only be accessible to registered qualifying employees, principal officers and agents, service professionals conducting business with the Applicant, and other persons authorized by the law. All doors will be secured with electric strike locks that remain locked in the event of power loss (default secured). Locks will be unlocked and opened through the use of a proximity badge or device (fob), with a keyed override system installed. Secondary locks will be located on each door in addition to the electronic locks. In addition, all ADA requirements will be incorporated regarding life safety/disability compliance. As much as possible, one door at the facility is to be designated as a lockup door. This door is the first opened and the last closed. The alarm keypad should be located at/near this door to allow for the delay feature to be utilized. All exterior doors will be made of steel or other metal construction. If interior doors are not metal, they should, as a minimum, be 1- 3/4 inch solid or laminated wood, and be secured by locking devices which have a 1-inch throw deadbolt.

### **Locks**

Commercial-grade II or higher, non-residential locks will be utilized at all point of ingress/egress, in all interior doors, as well as the surveillance room or area. The ability to remain operational during a power outage is required, and the Applicant will ensure all access doors are not solely controlled by an electronic access panel to guarantee that locks are not released during a power outage. Antifriction locksets or inter-locksets with deadbolts must conform to the ANSI A156.13 standard. Medeco brand keyways/locks will be used in all doors, interior and exterior. These locks contain UL 437 Listed physical strength components that greatly inhibit picking, drilling, bumping, prying or other forms of attack. They also come with utility patent protected keys that cannot be duplicated except by an authorized Medeco dealer/locksmith. All deadbolts will be at least 5/8 inches x 7/8 inches with a concealed hardened steel roller. Existing doors that are secured by key-in-knob locks must have deadbolt lock sets installed for added protection. Strike plates must use plate reinforcements that are secured with 3-inch screws. Cylinder rings must be provided with hardened steel inserts. No brass shackled

or brass bodied locks should be used for exterior applications on gates, doors, or in conjunction with hasps. Only case hardened padlocks and devices should be used to secure all property (except in those areas where non-spark brass is required by safety regulations). Double doors, not otherwise securely locked, must have deadbolts or cane-bolts (1/2-inch diameter or larger) installed on interior sides of one or both doors, top and bottom, with a minimum throw (recess) of 1 inch. An astragal of metal should be firmly affixed to the exterior of any door(s) which has a gap between the door and frame (or other doors as in the case of double doors), through which the lock or latch may be attacked or manipulated. Astragals should run the length of the door, top to bottom or side to side; but, if impractical, for the sake of cost, not less than 24 inches when used in vertical applications. Panic hardware used on doors must be of the type that allows instant exit in case of emergency; however, where devices used are not lockable, they are applied only to solid doors that have no windows. If doors are locked or chained together after duty hours, special precautions must be taken each duty day to ensure exit doors are open and functioning properly. The preferred panic devices are those with vertical rods (extension bars) to the top and bottom of one or both doors. With any door, the locking devices may malfunction if not properly installed. Deteriorated doors and abuse during operation are another cause. Responsible personnel should be continually aware of the condition of doors and locks. All doors, not used for lockup purposes, should be secured on the interior side by an approved and secure method.

### **Securing Cash**

The Applicant's will use non-cash methods of payment and invoicing when feasible. However, when cash handling is required the following precautions will be enforced

- Adequate storage sites and containers with limited access to fund storage areas and key control.
- Adequate guards and procedures for the transportation/securing of the funds.
- Intrusion Detection Systems (IDS) for fund storage sites and duress alarms for cashiers with IDS signs posted on the entrance to the alarmed room.
- No slush fund with which overages or shortages are made up.
- Proper fund custodians appointed with separation of functions and or access.
- For any cash or similar funds that need to be stored, safes will be provided in secure rooms with lockable doors.

### **Guards**

Guards and/or patrols will be used in conjunction with other security measures. The Applicant will use non-business hour guards or patrols to augment normal security levels, and utilize them during times of increased threat (scheduled protests, during hours of darkness, during non-business hours, etc.). Guards will be permanently stationed on site during business hours, and, at a minimum, will visit the facility as part of regular mobile patrolling arrangements during non-business hours. The guard patrols, at a minimum, will check all exterior doors and windows to ensure they are secured, and ensure no unauthorized vehicles or personnel are on facility property. All guards will have periodic and current criminal background checks to ensure continued qualification for the job. They will also be periodically covertly audited/observed by a supervisor to ensure compliance with all requirements. The guards will be properly trained and proficient in



industry/law enforcement recognized use of force continuum (non-lethal to lethal), and will be tested and trained to ensure continued knowledge/ability. They will also be properly trained and proficient in industry/law enforcement recognized active shooter protocols. The guards will also be responsible to ensure no unauthorized personnel remain on the premises after their authorized business is conducted, as well as ensuring the maximum capacity for the facility is never exceeded.

## **2. SECURITY SURVEILLANCE SYSTEMS**

### **Overview**

The applicant will use a professionally monitored security and surveillance system that is operational 24 hours a day 7 days a week. All recordings will be made available to the City upon request and copies will be kept for a minimum of 30 days. All recordings will be capable of being exported in standard MPEG formats to mediums such a DVD or USB drive upon the City's request.

### **Alarm System**

All security equipment will be inspected and tested at regular intervals, not to exceed 30 calendar days from the previous inspection and test to ensure the systems remain functional. The security system will not only provide protection against physical entry, but also against theft and diversion that is facilitated or hidden by tampering with computers or electronic records. The system will be closed circuit and installed by an Alarm Installation Company licensed in the State of California, providing 24/7 monitoring.

### **Duress Alarm**

Each employee will be given a duress code to use in case they are forced to disarm the alarm under duress.

### **Panic Alarm**

Multiple audible Panic Alarms will be located throughout the facility. One in main office area, one in each Grow Room, one in Video Room, one in lobby, and one in loading dock area. Panic Alarms will send a signal to the alarm monitoring company.

### **Hold-up Alarm**

Silent hold-up alarms will be located in the same general areas as the audible Panic Alarm, but not too close to cause confusion as to which alarm is being used. Panic Alarms will send a signal to the alarm monitoring company. Each employee will be trained in the proper use of each of these alarms upon hiring, and will understand the serious nature of any false alarms that may occur due to their actions. A failure notification system that provides an audible, text or visual notification of any failure in the surveillance system will be utilized.

### **Alarm Maintenance**

The Applicant will have the security alarm system monitored and inspected on a routine basis by a professional Alarm Installation Company.

### 3. ELECTRONIC SECURITY SURVEILLANCE SYSTEM

#### Surveillance System Description

The Applicant will install a PTZPros.com video surveillance and camera recording system at the proposed Cultivation site that is fully digital and meets the specifications and requirements of California and the City of Colusa . All surveillance systems and camera coverage areas will be physically inspected for compliance and receive approval from the applicable licensing board prior to being utilized. It will be required that all personnel installing, cleaning, maintaining and repairing surveillance equipment on site will possess applicable licensure and certification credentials. The time to be measured by the systems will be in accordance with the official United States time established by the National Institute of Standards and Technology and the U.S. Naval Observatory at: <http://www.time.gov/timezone.cgi?Central/d/-7/java>.

The Applicant will ensure that all surveillance equipment is properly functioning at all times and that the playback quality meets City and State requirements. The Applicant will have all documentation, approvals, and variances, or copies thereof, relating to surveillance, kept in a locked room (video/server room) with restricted access, and all documentation, approvals, and variances, or copies thereof shall be available to the City upon request. No Cultivation center operations will occur in any of the site's areas that could damage the security system.

The Applicant's security system will provide unobstructed video surveillance of all enclosed Cultivation areas, unless prohibited by law, including all points of entry and exit that will be appropriate for the normal lighting conditions of the area under surveillance. The cameras will be directed so all areas are captured, including, but not limited to, safes, vaults, production areas and areas where cannabis products are stored, handled, dispensed or destroyed. Cameras will be angled to allow for facial recognition, the capture of clear and certain identification of any person entering or exiting the facility and in lighting sufficient during all times of night or day. Unobstructed video surveillance of all areas, unless prohibited by law will be captures

All video surveillance equipment will allow for the exporting of still images in an industry standard image format, including .jpg, .bmp and .gif. Exported video will have the ability to be archived in a proprietary format that ensures authentication of the video and guarantees that no alteration of the recorded image has taken place. Exported video will also have the ability to be saved in an industry standard file format that can be played on a standard computer operating system. A photo printer capable of immediately producing a clear still photo from any video camera image will be located on the premises. All recordings will be erased or destroyed prior to disposal. All equipment will have auxiliary power to maintain security and surveillance systems for at least forty-eight (48) hours following a power outage.

A Server Room will be established in a secure area that will not be accessible by unauthorized personnel. This will be the area in which video recording equipment will be installed, operated and monitored. The system's digital video recorders (DVR) will be



housed in a secure locked cabinet in this area. Access to rooms where surveillance recording equipment resides will be limited to persons that are essential to surveillance operations, law enforcement authorities acting within their jurisdiction, security system service personnel, and City or State officials. A current list of authorized Cultivation agents and service personnel that have access will be available upon request. A current list of authorized employees and service personnel that have access to the surveillance room will be posted in the server room. The server room will remain locked. At least one surveillance camera will be in the server room or view access to the server area and record and be able to clearly identify any person who accesses any surveillance or non-surveillance equipment.

### **Surveillance Equipment**

Fixed position or remote video cameras will be network accessible using approved DVR/NVR software or will be internet protocol (IP) in design and will meet or exceed the following minimum specifications:

- All new and replacement cameras for critical areas and the fixed and pan-tilt-zoom camera (PTZ) cameras within those areas will meet minimum requirements as set forth in the standards provided by the City.
- At least one 19" or greater call up monitor attached to the DVR/NVR or a playback station with a 19" monitor or greater will be accessible to DVR/NVR controls for playback operation.
- All other monitors will have a minimum resolution of 1280 x 1024.
- All cameras will be viewable in multiplex mode from a 19" or greater monitor when used in critical areas and be able to pull a single camera (live and on playback).
- The contracted security firm will have a failure notification system that provides an audible and/or text and visual notification of any failure in the surveillance system. The Failure Notification system must provide an alert to the licensee within five (5) minutes of the failure, either by phone, email, or SMS (text) alert contact.
- The proposed Cultivation center will be able to immediately produce a clear color still photo from any camera image (live or recorded). The center will have a minimum of one (1) color printer that produces a minimum of 9600 dpi.
- PTZ cameras will be 360 degree functional in customer areas and will be enclosed in a shaded housing, so that it is hidden from view. PTZ cameras that are mounted adjacent to walls will have a minimum of 270 degrees of functionality.
- All recordings will be capable of being exported in standard MPEG format to another common medium (such as a DVD or USB drive).

A date/time will be embedded on all recordings of Cultivation center areas. The date and time will be synchronized and set correctly and will not significantly obscure the picture. All recordings will be erased or destroyed prior to disposal or when discarded by any other means, except that the recordings must be retained for the period of time set forth by the City and State. Notwithstanding this rule, recordings will not be destroyed if the

applicant is aware of a pending criminal, civil or administrative investigation or legal proceedings for which the recording may contain relevant information.

All limited access areas, security rooms/areas and all points of ingress/egress to limited access areas and all points of ingress/egress to the exterior of the premises will have fixed camera coverage capable of identifying any activity occurring within a minimum of twenty (20) feet of all entry and exit points. All camera placements will allow for the clear and certain identification of any individual in and/or on the licensed premises.

All entrances and exits to the facility will be recorded from both indoor and outdoor vantage points, and capable of clearly identifying the individual entering or exiting the facility. The system will be capable of clearly identifying any activities occurring within the facility. Areas where cannabis products are stored will have a camera placement in the room facing the primary entry door, and in adequate fixed positions, at a height which will provide a clear unobstructed view of the regular activity without a sight blockage from fixtures or other equipment, allowing for the clear and certain identification of persons and activities therein at all times. Cameras will be placed at each location where weighing for waste disposal, or tagging activities, if any, occur. These cameras will allow for the clear and certain identification of all individuals and activities therein at all times. All limited access or critical areas will have sufficient fixed cameras allowing for the clear and certain identification of any transacting individual(s) in that area

### **Surveillance Recordings Protocols**

The Applicant shall retain at the Cultivation center for at least four years, records of all inspections, servicing, alternations and upgrades performed on the systems and shall make the records available to the City and its authorized agents within 2 business days following a request. If a mechanical malfunction causes more than an 8-hour period with inoperable surveillance equipment, The Applicant shall notify the City immediately and provide alternative measures that may include closing the facility.

All electronic video monitoring will be available on a real time 24-hour a day, every day, live feed accessible to the City. A printer will be available on-site to provide the ability to immediately produce a clear, color still photo from the surveillance video, either live or recorded as required. The Applicant shall provide up to four (4) screen captures of an unaltered copy of a video surveillance recording to the City if required. All records will be available for at least 30 days upon request to the City. Security videos must be capable of being exported in standard MPEG formats to other common mediums, such as DVDs and USB drives.

### **Sample Service Equipment**

The Applicant will contract for the installation of two completely independent state of the art security systems that will enhance security, provide audit trails, electronically enforce facility access and prevent any losses through the use of burglary protection, generate emergency police calls. These systems will have electronic access control and CCTV surveillance, recording, and retrieval systems that will be a source of a real-time video feed to the City and appropriate Law



enforcement agencies. The general specifications and characteristics of these systems are summarized below.

#### TYCO Integrated Security System (example)

- Honeywell VISTA-128FBP control panel;
- American Dynamics CCTV system;
- Passive Infrared Intrusion sensors;
- Duress Alarms;
- Motion Detectors; and
- High security alarm contacts on doors.

#### Primary Design

- Two UL-listed premises burglary protection systems with a continuously-polled IP off-premises connection and with a backup cellular transmitter;
- The ability to remain in operation during a power outage (battery back-up for security only);
- Monitoring and logging of openings/closings of all facility areas
- The use of a web-hosted access control system throughout the premises (enabling management to control access to the facility by all access credentials);
- Daytime annunciation of all perimeter entrance doors, roll-up doors, fire exit doors, and roof hatch;
- Manned video surveillance of facility during regular business hours

#### **Video Camera Housing and Mounts**

All housings will be sufficiently moisture resistant to withstand any environmental conditions expected at A Cultivation Center. All cameras located in areas where conditions are subject to extreme temperatures will be in housings equipped with heaters and/or blowers as required. All housings will allow sufficient room for servicing and adjustment to each camera. All mounts holding devices exceeding 5 pounds in weight will be equipped with a safety cable attached to nearby structure. Outdoor camera housings will be rated International Protection Rating of 67 or above.

#### **Power Backup**

All cameras, recording equipment and associated network switching will have sufficient backup and auxiliary power to maintain operation for at least 48 hours following a power outage.

### **3. PRODUCT SECURITY**

#### **Using State Approved Tracking System**

Theft, diversion and product security starts with having an appropriate product tracking system. The State compliant tracking software (“METRC”) will allow for a complete PIN and/or biometric employee chain of custody tracking for the entire Cultivation center starting with seedlings. In addition the following methods outlined below will tightly control access to cannabis, preventing diversion.

### **Containment Management and Operations**

All cannabis in the process of production, distribution, transfer or analysis will be stored in locked containers when not being immediately used to prevent diversion, theft or loss. The cannabis will be accessible only to the minimum number of specifically authorized personnel essential for efficient operation, and shall be returned to its secure location immediately after completion of the process or at the end of the scheduled business day. If a production process cannot be completed at the end of a working day, the processing area or tanks, vessels, bins or bulk containers containing cannabis will be securely locked inside the vault and/or safes at the end of the day.

### **Identification, Admittance & Interior Movement Control**

No person, except Cultivation Center personnel, local law enforcement, the City or the City's authorized representative, inspectors, or other federal, State or local government officials when necessary to perform their governmental duties, will be allowed on the premises of Cultivation Center, except that:

- Emergency personnel may enter a Cultivation Center when necessary to perform their duties;
- A Cultivation Center may allow contractors to enter a Cultivation Center when they are working on a job unrelated to cannabis, such as installing or maintaining security devices or performing electrical wiring; and

**Controlled Area.** At a minimum, the entire facility is designated as a Controlled Area. No one will be admitted into a Controlled Area without a demonstrated need. In addition, once an authorized person's business is conducted or terminated, they will not be allowed to remain in the Controlled Area and will be escorted from the area.

### **Restricted Area**

Any area that contains cannabis, money, company proprietary information or items, etc., is designated a Restricted Area. All restricted access areas will be secure at all times with locking devices in all doors that prevent access from the Controlled/Limited Access Areas. Only authorized agents will be allowed in Restricted Areas. Authorized Agents consists of: Cultivation Center employees, local law enforcement conducting official business, the City authorized representative, inspectors, or other federal, State or local government officials when necessary to perform their governmental duties. All restricted access areas will be identified by the posting of a sign that shall be a minimum of 12" x 12" and that states "Do Not Enter – Restricted Access Area – Access Restricted to Authorized Personnel Only" in lettering no smaller than one inch in height.

### **Limiting Employee Theft**

All packages or handheld items are subject to search before entry or exit from buildings or activities. US mail is excluded from search if properly marked, sealed, escorted, or otherwise identified in documentation. The Applicant is responsible for establishing package controls to minimize the loss of property, and to preclude internal theft. To limit internal theft, the Applicant will provide procedures for the control and restriction of employee-owned packages at the workplace (excluding lunch items). Employees will, upon entering and upon leaving the workplace, be prepared to show supervisors or



security personnel the contents of privately owned packages brought into the workplace. The Applicant will provide suitable and secure locations for personal lockers and package storage areas.

**Employee Badges**

The purpose of the ID program is to enhance the security and safety of all stakeholders and employees at the Cultivation Center. Each employee, contractor or visitor is responsible for the integrity and safekeeping of his or her badge. The individual shall not alter, obscure, damage, or deface the badge, including the photographic image of the licensee, and any information contained or represented thereon, in any way. Any employee who forgets his/her badge should immediately advise The Applicant to obtain a replacement Employee ID Badge. Employees must wear their badges at all times and non-compliance can result in termination.

**Contractor Badges**

A Contractor is a vendor, supplier, professional service representative or consultant ("Contractors") who has authorized business with the company. Contractors are required to sign in and receive an identification badge if they will be accessing Secured Areas of the facility. Contractors who will be on company owned spaces for only one day or less will be provided a Visitor Badge. Security guards will be trained to issue Visitor Badges to Contractors entering the facility. Contractors should be instructed to wear their badges properly while in Secured Areas of the facility.

**Separation of Employment, Completion/Termination of Contractor Services**

Upon separation of employment or completion/termination of Contractor services, company ID badges must be returned to the Applicant

### **Wastewater Management Plan**

1. *Please describe efforts you are exercising/planning to exercise to reduce or eliminate, or otherwise control any pesticides, fertilizers, or other substances used within your cultivation process, as it relates to potential accidental discharge into the wastewater system.* <sup>[L]</sup><sub>[SEP]</sub>
- During cultivation all plants will be placed on solid trays that have a recirculating, automated, watering system to prevent any run-off. See Picture below





- In flowering rooms plants will be fed through an automated, watering system, where all nutrients are contained preventing run-off and saving water.
- All fertilizers and pesticides will be stored indoors in climate controlled areas

- Absorbent and approved materials will be kept onsite to manage potential spills. The majority of our pesticides are 25B products. Including Green Cleaner, Cease and Azamax.
- Drain covers will be used on all drains in cultivation rooms to prevent accidental discharge of chemicals into municipal water supply.
- As part of The Applicant's Employee Manual all staff will be required to understand that the following are not be disposed of in the public sewer system
  - Storm water
  - Wastewater have a pH in excess of 9.5
  - Fats, oils and grease that might cause any visible sheen on the surface of discharged wastewater or a build-up of fats, oils and grease
  - Hauled waste
  - Any substance that can cause excess foaming
  - Any solid substance or particles in a quantity, either by itself or in combination with other wastes, that is capable of obstructing flow or impairing the performance of the public sewer system;
  - Cement like materials
  - Flammable liquids, solids or gases capable of causing or contributing to an explosion in the public sewer system (such as kerosene, paint thinner, turpentine, benzene, ethers, alcohols, etc.).
  - Any substance that may cause damage to the any part of the public sewer system.
  - Food wastes that cannot pass through a ¼ inch sieve
  - Hazardous, infectious or radioactive wastes
  - Poisonous Substances
  - Any wastewater containing acid iron picking wastes or concentrated plating solutions.
  - Any substance that may now or in the future be prohibited by the Colusa regional county sanitation district sewer use ordinance.

2. *How are pesticides, fertilizers or other substances stored, and what mechanisms (i.e., secondary containment systems) are in place to prevent an accidental discharge into the wastewater system?*

- The Applicant will implement a best in class Integrated Pest Management system focusing on controlling insects, pests and infestations. As part of this IPM containment and storage will be a focal point for all employees.
- Pesticides and fertilizers will be stored indoors in climate controlled environments and handled only by those qualified to do so.
- Fertilizers will be stored in a secure area and placed in specific containment area of the facility.
- The Facility will be designed with concrete sealed and impenetrable floors
- All pesticides utilized will be stored on site in limited quantities of less than 1 gallons of liquid per type of wet pesticide/fertilizer and less than 2 pounds per



type of dry pesticide/fertilizer. No more than 50 pounds of liquid pesticide/fertilizer and 5000 pounds of dry pesticide/fertilizer will be kept at any one time at the facility.

[[1]]  
[SEP]

3. *Please describe what mechanical provisions you have in place to prevent any potential overflow of water and/or wastewater.* [[1]]  
[SEP]
- 2 Cultivation employees fill the Applicant's reservoir system manually at the start of each cycle. Employees are trained on this detailed process resulting in no overflow of water.
  - Float valve shutoffs are used and installed in all water and wastewater storage tanks.
  - Fertilizers will be stored in a sufficiently sized and separated containment area
  - Water sensor alarms will be placed near water storage tanks and near all electrical rooms.
  - Reservoirs are constantly recalculated to prevent run-off
4. Please describe with detail the "recycling" process of your irrigation system, and the anticipated percentage of unusable water as compared to water used in operations (example: "Our irrigation process will utilize approximately 90% of the water coming into our facility for irrigation purposes with approximately 10% ineligible for reuse. Our irrigation process is as follows...and results in approximately 10% of unusable water, which becomes discharged wastewater.").

The Applicant's irrigation process is a drain to waste system. We have grow link that allows us precision feeding so we have less than a 10 percent runoff.

The Applicant's irrigation process is as follows

- In a vegetative state plants are placed in a Rockwool medium, fed through 8'x4' trays where the nutrient is fed through a drain to waste system. Vegetative Systems double stacked with LED lighting..
  - During flowering, plants are placed in two rockwool stabs in a drain to waste fashion.
4. Please indicate whether a water meter and backflow device have been installed at the site. If installed, please provide proof that these two items are existing on the site. [[1]]  
[SEP]

Currently the site does not have a water meter or backflow device. The Applicant's extensive plans call for installation of appropriate water meter and backflow devices required by the City of Colusa .

## **ODOR MITIGATION**

### **Overview**

The Applicant is committed to being a good neighbor and mitigate odors and smells that may come from the Facility. All options for reducing and eliminating this nuisance will be examined and implemented on a pro-active as need basis.

### **Air Control Systems Overview**

Air Control Systems are used to foster humidity in a closed grow environment, a necessary component for higher yielding cannabis plants. Key systems that will help with this process include inline fans, air curtains, elongated-horizontal fans and stationary fans. Carbon scrubbers (natural particulate filters) will be installed in each area for odor elimination.

### **Temperature**

Temperature will be maintained by thermostat controlled, rooftop HVAC units, which will help to mitigate increasing odors at higher temperatures. The Applicant will also incorporate VisQueen (a surable polyethylene sheeting), when appropriate, in the drywell to aid as a temperature and odor shield.

### **Carbon Filters**

Carbon filters, also known as carbon scrubbers, are standard odor-control devices that adsorb impurities and aromas from the air through a chemical process, trapping them inside the pore structure of the carbon substrate and ensuring the smells do not escape into the surrounding area. The Applicant will install carbon scrubbers throughout the Facility. Fans will be attached to the carbon filters pushing air through the scrubbers.

### **Odor Neutralizers**

Unlike carbon filters, which extract odors from the air, odor neutralizers cover up the smell. The Applicant will install Odor neutralizers in exit areas of the Facility

### **Air Purifiers**

Air purifiers will be used to reduce odors through a filtering process. These purifiers, when used in conjunction with the other methods described here, can help to boost odor mitigation throughout the Facility.

### **Ozone Generators**

Ozone generates clean air by killing mold, mildew and bacteria by cycling air through special processors. They are highly effective at removing odors in concentrated areas and have the added benefit of creating negative pressure environments hostile to pests and insects.