

530 MAIN ST., PO BOX 2819 PHONE – 530-623-1351 WEAVERVILLE, CALIFORNIA 96093

Permit No.: _	
License No.:	

Commercial Cannabis Storefront Retail Use Permit

Application Checklist Application (Page 2-3) П Acknowledgement Form (Page 4) Release of Liability and Indemnification Form (Page 5) П \Box Agent(s) Authorization Form (If Applicable) (Page 6) Authorization to Enter Private Property Form (Page 7) If the property is being rented, leased or purchased under contract, the lease agreement term and name of lessor or equivalent, shall be provided by a notarized signed affidavit of the property owner that authorizes the location to be used for Cannabis Storefront Retail Activity (Page 8-9) П Project Description Questionnaire (Page 10 – 11) Cannabis Storefront Retail Operating Standards signed by the Business Owner stating that under penalty of perjury that they read, understand and shall ensure compliance with the aforementioned operating standards. (Page 12) Land Use Entitlement Declaration (Page 13) A site plan drawn to scale and/or noted setbacks, and north arrow showing proposed and existing development, particularly the location of buildings, driveways, parking area layout, services and their distance from property lines. A floorplan identifying ingress/egress, customer check in, waiting area, restroom facilities, retail product area, and product storage area. Applicants proposing on-site consumption: this area is designated on the site plan in compliance with Trinity County Code Section § П 17.43H.030 (C). Photographs of the exterior of the building to include: entrance(s), exit(s), street frontage(s) and parking area(s). Copy of Live Scan background check(s) for the Business Owner(s)/Applicant(s) Name and address of the applicant's current Agent for Service of Process (e.g., Copy of your SOI) Copy of applicant's Board of Equalization Seller's Permit Identified actions and commitments to implement the County's local first strategy to encourage cannabis retailers to promote locally-grown cannabis and locally-produced cannabis products to the greatest extent feasible. **OFFICE USE ONLY** This Proposed project does not fall within an opt out zone (TCC § 17.43H.30 (E)): Trinity jurisdiction of the Whiskeytown-Shasta-Trinity П National Recreation Area, Rush Creek Estates Opt Out Area, Lewiston Expansion Opt Out Area, or Weaverville Historic District **Checklist Incomplete on:** Staff Initials: **Staff Initials: Checklist Complete on:** Permit No.: Receipt No.:



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COMMERCIAL CANNABIS STOREFRONT USE PERMIT AND LICENSE APPLICATION

Please Check One

As per Trinity County Code Section 17.43H.020 — Allowable Zoning

ary Services*		7 i D4i -4i	
Districts:	☐ Director's Use Permit Zoning Restrictions: Highway Commercial (HC) with Ancillary Services* Retail Commercial (C-1) General Commercial (C-2)		
.00	Application Fee: \$1,000.00		
se Fee Due Prior to	Licensure: S	\$700.00	
illary Services provided to the	e general travelin	g public	
	Zoning District Overlav(s):		
Phone Numb	ber:	Email:	
tate, Zip code):			
Phone Numb	per:	Email:	
tate, Zip code):			
OPMATION -	Charle if and		
FORMATION [] (act for any questions regardin		ne as Applicant , site inspections, and any other information.	This na
r	NFORMATION act for any questions regarding CLARATION. Phone Numletate, Zip code): Phone Numletate, Zip code):	Zoning [NFORMATION ct for any questions regarding this application. Phone Number: tate, Zip code): Phone Number:	Isse Fee Due Prior to Licensure: \$700.00 Illary Services provided to the general traveling public Zoning District Overlay(s): NFORMATION Interpretation of the sequence of



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CANNABIS BUSINESS INFORMATION

\square Sole Proprietorship \square Lim	Sole Proprietorship \Box Limited Liability Company \Box General P		neral Partnershi	P
☐ Corporation ☐ Limited Partnership ☐ Lim		ited Liability Pa	rtnership	
Trust (Attach list of Trustees that are authorized to execute imp	rovements on property)		Other:	· · · · · · · · · · · · · · · · · · ·
Legal Business Name	Doing Bu	usiness As	(DBA)	
Fictitious Business Name (If Applicable)				
Business Physical Address	City		State	Zip Code
Mailing Address	City		State	Zip Code
Trinity County Physical Address	City		State	Zip Code
Business Website URL	Business Email Address	S	Phone N	Number
AFFIRMA APPLICANT(S) AND PROPERTY OWNER(S) I ATTACH ADDITIONAL PAGES AS NEEDED.	ATION AND CO		_	NIC SIGNATURES.
Under penalty of perjury under the information contained within and so accurate. I understand that a misre application, denial of a license, or re	ubmitted with the a presentation of fact	pplication is cause	n is complet	e, true, and
Signature	Printed Name			Date Signed
Signature	Printed Name			Date Signed
Signature	Printed Name			Date Signed
Signature	Printed Name			Date Signed



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COMMERCIAL CANNABIS ACKNOWLEDGEMENT FORM

The undersigned Applicant(s) and Property Owner(s) acknowledge and agree to the following:

- 1. Applicant(s) acknowledge that they cannot conduct cannabis related business with a non-licensed entity.
- 2. Applicant(s) will only employ individuals at least twenty-one (21) years of age, require a federal or state issued proof of identification be carried at all times on the subject parcel, and will comply with all applicable state and federal requirements for payment of payroll taxes, including federal and state income taxes and/or contribution for unemployment insurance, and state workers' compensation liability law.
- 3. Applicant(s) and Property Owner(s) will comply with all applicable Local, State and Federal laws and regulations.
- 4. Applicant(s) and Property Owner(s) will comply with Local, State and Federal regulatory agencies.
- 5. Applicant(s) and Property Owner(s) consent to on-site inspections of their parcel by Trinity County officials and any other reviewing agencies.
- 6. Applicant(s) and Property Owner(s) agree that all structures on the subject parcel will be built in accordance with applicable Trinity County Building Codes, Environmental Health Codes, and shall conform to any permit requirements.
- 7. Applicant(s) and Property Owner(s) acknowledge that the information provided with their application may be released as required by law, judicial order, or subpoena, and could be used in a criminal prosecution.
- 8. Applicant(s) and Property Owner(s) acknowledge that approval of the application does not provide any property rights or entitlements, and it does not guarantee that a permit will be issued years following.
- 9. Applicant(s) and Property Owner(s) acknowledge that the application fee is non-refundable even if the land use request is canceled or abandoned.
- 10. Applicant(s) and Property Owner(s) acknowledge that, without a complete application, the application may be delayed or terminated if not remedied in a timely manner.
- 11. Applicant(s) and property owner(s) acknowledge that the Cannabis Division reserves the right to request additional information if necessary to complete review or processing of the application and confirm or promote conformance to ordinance-specific requirements and standards or conform to County policies and procedures.
- 12. The individual or a business entity associated with an individual that will be issued a Retail License, has not violated California Health & Safety Code Section 11590 and its provisions.

I agree to be bound by, and to fully and timely comply with, all of the foregoing terms and conditions.			
Applicant(s) and Property Owner(s) must sign in blue wet ink.			
Signature	Print Name	Date	
Signature	Print Name	Date	
Signature	Print Name	Date	
Signature	Print Name	Date	



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COMMERCIAL CANNABIS RELEASE OF LIABILITY AND INDEMNIFICATION FORM

THE UNDERSIGNED APPLICANT(S) AND PROPERTY OWNER(S) HEREBY AGREE TO THE FOLLOWING:

- Applicant(s) and Property Owner(s) releases the County of Trinity ("County") from any and all liability associated with the project and the cannabis storefront retail business, and shall defend, indemnify, and hold harmless the County, its elected and appointed officials, officers, employees, agents, contractors and volunteers from any and all claims, actions, proceedings, or liability of any nature whatsoever (including, but not limited to; any approvals issued in connection with any of the above described application(s) by County; any action taken to provide related environmental clearance under the California Environmental Quality Act ("CEQA") by County, its advisory agencies, boards, or commissions, including, but not limited to, appeals boards, Planning Commission, or Board of Supervisors) arising out of, or in connection with, the County's review or approval of the project or arising out of or in connection with the acts or omissions of the Applicant, its agents, employees or contractors, or relating to any damage to property or persons stemming from the project or the associated commercial cannabis activity or cannabis storefront retail business. With respect to review or approval, this obligation shall also extend to any effort to attack, set aside, void, or annul the approval of the project, including any contention that the project or its approval is defective because a County ordinance, resolution, policy, standard or plan is not in compliance with local, state, or federal law. With respect to acts or omissions of the Applicant, its agents, employees or contractors, its obligation hereunder shall apply regardless of whether the County prepared, supplied or approved plans, specifications or both. The indemnification shall apply to any damages, costs of suit, attorney fees, or other expenses incurred by the County, its agents, officers, and employees.
- 2. The obligations of the Property Owner(s) and Applicant(s) under this Release of Liability and Indemnification Form shall be a continuing obligation and shall apply regardless of whether the application or any permits, licenses, or entitlements, of any kind, are issued, approved, denied, expired, or terminated.
- 3. County shall have the absolute right to approve any and all counsel employed to defend the County. To the extent the County uses any of its resources to respond to such claim, action or proceeding, or to assist the defense, the Applicant will reimburse the County upon demand. Such resources include, but are not limited, staff time, court costs, County Counsel's time at its regular rate for non-County agencies, or any other direct or indirect cost associated with responding to, or assisting in defense of, the claim, action or proceedings.
- 4. For any breach of this obligation, the County may rescind its approval of the project.
- 5. Applicant(s) shall not be required to pay or perform any settlement unless the settlement is approved in writing by the Applicant(s), which approval shall not be unreasonably withheld. County must approve any settlement affecting the rights and obligations of the County.
- 6. This agreement shall be construed and enforced in accordance with the laws of the State of California.
- 7. In any legal action or other proceeding brought by either party to enforce or interpret this Agreement, the venue shall be the Trinity County Superior Court.
- 8. Applicant(s) shall pay all court ordered costs and attorney fees.
- 9. The defense and indemnification of County set forth herein shall remain in full force and effect throughout all stages of litigation including appeals of any lower court judgments rendered in the proceedings.
- 10. Nothing in this agreement shall be construed to limit, direct, impede, or influence the County's review and consideration of the project.

I agree to be bound by and to fully and timely comply with, all of the foregoing terms and conditions. Applicant(s) and Property Owner(s) must sign in blue wet ink.			
Signature	Print Name	Date	
Signature	Print Name	Date	
Signature	Print Name	Date	
Signature	Print Name	Date	



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Trinity County Cannabis Division Agent(s) Authorization Form

If an applicant wishes for another person to submit documents on their behalf, edit or view their Commercial Cannabis License then please fill out the agent's contact information and authorize with the applicant(s) signature(s) and date below. The applicant must submit written documentation requesting revocation to remove the agent's authorization from the file.

AGENT'S/CONSULTANT'S CONTACT INFORMATION

Person or Business Name	Phone Number	Email
Mailing Address		
Company Website		
Person or Business Name	Phone Number	Email
Mailing Address		
Company Website		

APPLICANT(S) INFORMATION

Legal Name	Phone Number	Email	
Mailing Address (P.O. Box or St., City, State, Zip code)			
Legal Name	Phone Number	Email	
Mailing Address (P.O. Box or St., City, State, Zip code)			

APPLICANT'S SIGNATURE

Applicant(s) must sign in blue wet ink.		
Signature	Print Name	Date
Signature	Print Name	Date
Signature	Print Name	Date



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Trinity County Cannabis Division Authorization to Enter Private Property Form

In order for the Trinity County Cannabis Division to perform an evaluation and verify compliance standards, on your project, we will need permission for any reviewing agency to access and view the property before providing comments. By signing this authorization, to enter your property, you are granting the reviewing agencies access to your property for the purpose of evaluating your proposed project. The authorization is valid from the date the Cannabis Division receives notice of your proposed project and any monitoring periods thereafter. Any inspection performed by Cannabis Division staff will provide notice to the applicant 24 hours prior to the inspection appointment. The Cannabis Division staff is not responsible for scheduling site visit appointments for other responsible agencies.

After review and consideration of all of the foregoing terms and conditions, those who sign below hereby agree to be bound by, fully and timely comply, with all of the foregoing terms and conditions under penalty of perjury under the State of California. Applicant(s) and Property Owner(s) must sign in blue wet ink, no electronic signatures. Attach additional pages as needed. Printed Name Signature Date Signed Printed Name Signature Date Signed Printed Name Date Signed Signature Printed Name Signature Date Signed Printed Name Signature Date Signed Printed Name Signature Date Signed



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Trinity County Cannabis Division Property Owner Permission Form and Affidavit

PARCEL INFOR	MATION				
Parcel Number(s)					
Premise Address(es)					
LIST OF PROPE		c			
Name	Email	S (ATTACH	Ownership %	Title	EEDED)
Mailing Address		City		State	Zip Code
Name	Email		Ownership %	Title	
Mailing Address	<u> </u>	City		State	Zip Code
Name	Email		Ownership %	Title	
Mailing Address		City		State	Zip Code
I hereby certify that I am t where the premises is loo			-		
has the legal right to occu property.	ipy the property and	may conduc	t cannabis storefi	ont reta	il activity upon the
Signature (F	Required)				Date



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PRIMARY CONTACT	INFORMATION (A	APPLICANT(s))
Legal Name	Phone Number	Email
Mailing Address (P.O. Box or St, City, State	 e, Zip code)	
, ,	, r ,	
Legal Name	Phone Number	Email
Mailing Address (P.O. Box or St, City, State	Zip code)	
L		
	ACKN	OWI EDCMENT

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 _____ Insert Name and Title of the Officer personally appeared ____ who proved to me on the basis of satisfactory evidence to be the person(s) who name (s) is/are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity(ies), and that by his/her/their signatures (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 ______ that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature ______(Seal)



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PROJECT DESCRIPTION QUESTIONNAIRE

Please provide the below information to help the Cannabis Division determine the proper CEQA compliance pathway for the proposed project. Staff will evaluate whether the proposed project may qualify for an exemption, or if an Initial Study (IS) and/or Environmental Impact Report (EIR) is required. Please note that additional information may be requested from the applicant and that the applicant may be asked to prepare an environmental document by a Qualified Professional.

(Include additional pages as necessary.)

1.	Does the pr	oposed project meet the required com	mercial cannabis setb	packs?	□Yes	□No
2.	Describe th	e project in full:				
3.		ibe the project site. Include improveme	ents such as structure	es, wells, septic systems, ş	grading,	
	vegetation r	emoval, roads, etc.:				
	-					
4.	Are you gra	ding, or plan to grade, for any roads or	building sites?			
	If YES come	plete the following:			□Yes	□No
		nount of cut:		cubic yards		
		nount of fill:				
	C. Ma	eximum height of cut slope:		,		
		ximum height of fill slope:		feet		
	E. An	nount of being imported/exported:		cubic yards		
	F. Lo	cation of borrow/disposal	\square On-Site	☐ Off-Site		
5.	Will the dev	velopment of the proposed project be p	hased?		□Yes	□No
	If YES, desci	ribe the phases below. Include an attach	ment if necessary.			
6.	In order to	develop the proposed facility, will it be	nocossary to:			
0.		move oak species or commercial tree	□Yes	□No		
		ecies?	□Tes	□NO		
	B. Ma	ke substantial changes to the terrain?	□Yes	□No		
7.	Will there b	e employees? □Yes □No If YES, how r	many employees will	be present on the largest	t shift?	
8.	How many	parking spaces will be provided?	How many ADA (American Dis	A accessible parking spac	es?	

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9 proposes t	o provide Ancillary Services to the traveling public, p	lease describe:	



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10. Pleas	se provide an	inventory of structure	s on the pro	operty. Inc	lude an atta	chment if nec	essary.	
1.								ft²
_		Existing			Proposed	l Use	Dimensions	ft²
		Existing			Proposed	l Use	Dimensions	it
3		Existing	g Use		Proposed	l Use	Dimensions	
4		Existing	g Use		Proposed	l Use	Dimensions	ft²
5		Existing	g Use		Proposed	l Use	Dimensions	ft²
II. Will	there be sec	urity lighting □ No □ Y e	es, will the l	ight be cas	t downward	? □No □Yes	,	
		ne surrounding propert						oric
asset	:s?							
								
13. Utilit	ties will be su	ipplied to the site as fo	llows:					
A.	Electricity	☐Utility Company	□Utility C	ompany	□On-Site	Generation: _		
В.	Gas		(planned) □Utility C	ompany	□On-Site	Generation: _		□None
_	Water	(existing)	(planned)	□\ \ /all	□C= nin σ	□Dond	□ Oth ow	
С.	vvacei	☐ Community Water	System:	□vveii	□Spring	□Pond	□Other:	
D.	Sewage	□Community Sewage):	□Septic	□Other: _			
14. Pleas	se provide dr	iving directions to the	facility using	identifiabl	e landmarks	(streets, mai	lboxes, etc.).	
	the feetlist have	o o mobile delivery serve	onon#2 □NI -	\ □V	vido musebaa	of volsial +-	ho usod:	
13. WIII 1	uie iacility nav	e a mobile delivery comp	onent: LINO	ы res, pro	vide number	or venicles to	be used:	
16. Will t	there be cons	umption of cannabis prod	ucts on-site?	□No □Ye	es, notate on	site plan as de	scribed in County	Code.



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Cannabis Storefront Retail Operating Standards and Acknowledgement

- No loitering shall be allowed on the premises and a prominent, permanent sign or signs stating "NO LOITERING IS ALLOWED
 ON OR IN FRONT OF THESE PREMISES" shall be posted in a place that is clearly visible to patrons of the licensed site.
- 2. A prominent, permanent sign or signs stating "NO ALCOHOLIC BEVERAGES ARE ALLOWED ON THESE PREMISES" shall be posted in a place that is clearly visible to patrons of the licensed site
- 3. If there is going to be on site consumption, then a prominent, permanent sign or signs showing the designated areas must be posted to clearly identify the identified area(s). The(se) designated area(s) shall not be visible from any public place.
- 4. If there is not going to be on site consumption, then a prominent, permanent sign or signs stating "NO CONSUMPTION OF CANNABIS ARE ALLOWED ON THESE PREMISES"
- 5. A prominent, permanent sign or signs stating "NO ONE UNDER THE AGE OF 21 ALLOWED ON THESE PREMISES"
- 6. A prominent, permanent sign or signs stating hours of operation.
- 7. The exterior of the premises, including adjacent public sidewalks and all parking lots under the control of the licensee, shall be illuminated during all hours of darkness during which the premise is open for business in a manner so that persons standing in those areas at night are identifiable by law enforcement personnel. However, the required illumination shall be downcast, shielded and/or screened to keep light from emanating off-site or into the sky.
- 8. Shall comply with all state requirements for cannabis retail, including, but not limited to, sections 15025 through 15047, as may be modified or amended, of the DCC cannabis regulations.

I hereby certify that I, the business owner, under penalty of perjury that I have read, understand and shall ensure compliance with the aforementioned operating standards.

	_
Printed Name (Required)	
Signature (Required)	 Date



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Project Cost Reimbursement Agreement

l,	, the undersigned, hereby authorize the County of Trinity to process
pro	ject Work Order # in accordance with the Trinity County Code 17.30E.050. I am depositing
\$	as an <i>initial</i> deposit to pay for County staff review, coordination, and processing costs related to my
oro	ject request based on actual staff time expended and other costs, including, but not limited to, costs for outside
con	sultants' services, legal review, and materials and equipment.
	the purposes of this agreement, a project is a broad category of County staff services, including, but not limited to, mit applications, projects, agreements, entitlements and referral requests.
	naking this initial deposit, I acknowledge and understand that the initial deposit may only cover a portion of the
	al project processing costs and additional deposits may be required to cover the total project processing costs.
	ual costs for staff time are based on hourly rates adopted by the Board of Supervisors in the most current Trinity
	inty Salary Schedule, in addition to other allowable direct and indirect costs. Actual Costs may also include other
	ts, such as consultant costs. I also understand and agree that I am responsible for paying these costs even if the
	ject is withdrawn, not approved, or appealed. I understand and agree to the following terms and conditions of this
Keii	mbursement Agreement:
1.	Time spent by Trinity County staff in processing my requested project and any outside costs will be billed against
	the available deposit. "Staff time" includes, but is not limited to, time spent reviewing project materials,
	researching/procuring and/or reviewing necessary background documentation, producing/researching/drafting
	any necessary environmental and/or regulatory agency documentation, accounting and financial services, site
	visits, responding by phone or correspondence to inquiries from the project proponent, the project proponent's
	representatives, neighbors and/or interested parties, producing public/tribal notifications, attendance and participation at meetings and public hearings, preparation of staff reports and other correspondence, processing
	of any appeals, responding to public records act requests or responding to any legal challenges related to the
	project. "Staff" includes any employee of the Trinity County Cannabis Division and/or the Office of the County
	Counsel. Other costs may include outside services used, such as consultant charges. This agreement does not include other agency review fees or the County Clerk Environmental Document or other filing fees, or fees
	collected by other divisions that may charge separately for their review (such as Building permit fees and
	Environmental Health fees) or other required flat rate fees and charges.
	Environmental ricaltifices, of other required flat rate rees and thanges.
2.	I agree to pay all costs related to project condition compliance as specified in any conditions of approval for my
	project.



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- **3.** I understand that approval of my project may result in additional fees including, but not limited to, filing fees, and other County permit application fees.
- **4.** Staff will review the project description; scope of County staff work or application for completeness and provide me with a good faith estimate of the full cost of processing the permit. The good faith estimate is not a guarantee of maximum costs.
- 5. Cost statements (based on frequency of activities) showing the costs applied, and the available balance may be provided in lieu of monthly statements. I will be asked to replenish the deposit as needed to maintain a positive balance through the life of the project until final approval.
- 6. I understand that the County desires to avoid incurring permit processing costs without having sufficient funds on deposit. If staff determines that inadequate funds are on deposit for continued processing (usually less than 20% of the initial deposit), staff will notify me in writing and request an additional deposit amount estimated necessary to complete processing of my project, no less than 50% of the original deposit. I agree to submit sufficient funds as requested by staff to process the project through the life of the project until final approval within 30 days of the request.
- 7. If the final cost is less than any additional deposits requested by the County and funds remain on deposit, the unused portion of the additional deposit will be refunded to me within approximately 90 days of final project action.
- **8.** If the final cost is more than the available deposit, I agree to pay the difference within 30 days of final project action or prior to ground disturbance and/or building permit issuance.
- **9.** I understand, if I fail to pay any invoices or requests for additional deposits within 30 days, the County may either stop processing my project, consider my project withdrawn, or, after providing notice to me, deny my project. If I fail to pay any invoices after my project is approved, I acknowledge that my project may not vest and may expire, or may be subject to revocation.
- **10.** Any staff decision to deny, expire, revoke or otherwise invalidate a project will be based on the review and approval by the Director of the Trinity County Cannabis Division. I have the administrative right to appeal any such decision or action to the County Board of Supervisors for a hearing.
- 11. I agree to pay for any County consultant costs related to my project. If the County determines that any study submitted by the project proponent requires a County-contracted consultant peer review, I will pay the actual cost of the consultant review. These costs may vary depending on the complexity of the analysis. Selection of any



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consultant shall be at the sole discretion of the Trinity County Cannabis Division. The estimated cost shall be paid prior to the County initiating any work by the consultant.

- 12. I agree to pay the actual cost of any public notices or filing fees for the project as required by State law and local ordinance.
- 13. I understand that if I fail to pay costs that I may be charged late fees, interest and collection costs. I furthermore agree to pay any late charges, interest and collection costs accrued as a result.

Name of Property Owner or Corporate Principal Responsible or Appointed Designee for Payment of all County Processing Fees (Please Print Below): Name of Company or Corporation (if applicable, Please Print Below): Billing Address of the Property Owner or Corporation responsible for paying processing fees (*Please Print Below*): If a corporation, please attach a list of the names and titles of corporate officers authorized to act on behalf of the Corporation Signature: Date: Email Address: Phone: ATTENTION – The property owner will be held responsible for all charges To be completed by Administrative Staff: Project Name, Permit Number, Work Order and/or Planning File Number and Project Request (above) Receipt Number (above): Date