

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
2.12
(ID # 10261)

MEETING DATE:

Tuesday, July 2, 2019

FROM : TRANSPORTATION AND LAND MANAGEMENT AGENCY (TLMA):

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY: Receive and File Cannabis Request For Proposals Results. All Districts. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. RECEIVE AND FILE the Commercial Cannabis Request for Proposal results to allow the top ranked proposals that have been identified in Attachment A the ability to move forward in the discretionary land use permitting process by applying for Conditional Use Permits and Development Agreements subject to all applicable procedures, requirements, policies, state laws, and ordinances.

ACTION: Consent

Juan O. Perez, Director of Transportation & Land Management 6/27/2019

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez seconded by Supervisor Hewitt and duly carried, IT WAS ORDERED that the above matter is received and filed as recommended.

Ayes: Spiegel, Perez and Hewitt
Nays: None
Absent: Washington
Disqualify: Jeffries
Date: July 2, 2019
xc: TLMA

Kecia Harper
Clerk of the Board

By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$0	\$0	\$0	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: No cost associated with this action. Individual development projects will pay for their own processing costs.			Budget Adjustment: No	
			For Fiscal Year: 19/20	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On October 23, 2018, the Board took action to adopt a regulatory framework to allow cannabis businesses the right to proceed through the entitlement process in unincorporated Riverside County, which included an Amendment to Ordinance No. 348 (Zoning & Land Use). This action also included approval of an Implementation Process for an initial, first-year, ramp-up for processing conditional use permits for commercial cannabis cultivation and retail sales. The first year of the Implementation Process calls for up to 19 retailers and 50 cultivators to be considered for approval within the unincorporated areas throughout the County.

Further, on January 29, 2019 the Board adopted Board of Supervisors Policy No. B-9 and Resolution No. 2019-037 regarding Development Agreements for Commercial Cannabis Activities which set forth procedures and requirements for consideration of Development Agreements for commercial cannabis activities. This Board action also included approval of issuance of a Request for Proposals (RFP) which would be used by County Staff to rank the top 19 retailers and 50 cultivation sites for the first year of implementation.

The County received 119 total RFP response packages, categorized as the following:

Category	District 1	District 2	District 3	District 4	District 5	Total
Retail	12	19	25	7	8	71
Cultivation	3	1	16	5	5	30
Microbusiness	3	3	2	9	1	18
Total:	18	23	43	21	14	119

Based on the results of the ranking process, Staff is recommending that twenty four (24) retail, fifteen (15) micro-businesses, and thirty (30) cultivation proposals, a total of 69, be allowed to apply for a Conditional Use Permit (CUP) as the next step to be considered for approval. Of these 69, up to 64 may be approved after considering the 1000-ft separation requirement for retail operations, described in more detail below.

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It should be noted that receiving a top ranking to apply for a County CUP does not constitute a land use approval. Nor does receipt of this agenda item by the Board of Supervisors constitute an approval or imply that a land use permit approval will be made in the future. All Cannabis Activities applications will be processed, heard, and decided in accordance with all procedures, requirements, policies, and ordinance provisions applicable to conditional use permits and development agreements, including noticed public hearings at the Planning Commission and the Board of Supervisors. Additionally, all applications must comply with the California Environmental Quality Act, be consistent with the County's General Plan, enter into a negotiated Development Agreement with the County, obtain the appropriate State license under the Medicinal and Adult-Use Cannabis Regulation and Safety Act, and satisfy all other regulatory requirements prior to commencing operation.

Ranking Methodology

Retailers: The County received 71 RFP response packages for retailers, which exceeds the 19 authorized by the Board for the first year. As a result, all retail response packages that were submitted, and deemed to be complete, were ranked. Rankings were based upon the criteria specified within the RFP package and each RFP response package was independently ranked by six (6) uniquely qualified County staff. The ranker's scores were calculated and a final overall score was obtained. All retail proposal scores are shown in Attachment A, ordered by the highest score to the lowest.

Attachment A includes 24 retail locations that are being recommended to be allowed to process. There are a number of retail location proposals that are within 1000 ft. of each other, which is not allowed by our Ordinance. As such, we have expanded the number of retail proposals that will have an opportunity to process from 19 to 24, to give the applicants that are within 1000 ft. of each other the opportunity to move forward at-risk should they wish to do so. In these cases of conflict, applications will be at-risk (as all applications are), and the first business to receive Board approval will be deemed the successful applicant that sets the 1,000 ft. conflict area.

Cultivation: The County received 30 RFP response packages for cultivation, which is less than the 50 authorized by the Board for the first year. As a result, all cultivation response packages that were submitted may proceed forward to the next step.

Microbusinesses: The County received 18 Microbusiness RFP response packages. These all included cultivation in their required activities. Fourteen (14) proposals for a microbusiness included both retail and cultivation operations. Since the total number of cultivation proposals submitted was under the first year phase-in limit of 50, these were placed in the category where they scored highest as specified in the RFP. Because cultivation proposals were not put in ranking order, this is the category where they scored highest.

There were three (3) Microbusiness proposals, however, that were within 1,000 ft. of the top 19 ranked retail proposals, therefore those three were treated as retail proposals. Given this

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conflict, these three microbusiness proposals were ranked along with the retail proposals. These ranked lower than the conflicting retail proposals, and therefore, are not recommended to move forward.

Appeal Process

As part of the Board approved commercial cannabis regulatory framework, an appeal process was included to give unsuccessful proposers the ability to have their proposals reconsidered by an independent party not involved with the initial ranking. We have received seven (7) timely appeals listed as Attachment B. The appeals were reviewed by the TLMA Director as specified in the RFP. It was determined by the TLMA Director that six (6) of the appeals were without merit and therefore denied. One (1) of the appeals was found to have merit due to pointing out a potential additional conflict with the 1,000 ft. setbacks between ranked retailers. This proposal was the next eligible proposal on the ranking list and was therefore upheld. This then increased the number of retail proposals that Staff is recommending to move forward to 24. Of these 24 a maximum of 21 could be approved outside of the 1,000 ft. conflict area.

Next Steps

Upon Board receipt of this ranking list, the top proposals that have been identified as being able to move forward will have 120-days to submit a complete application for a Conditional Use Permit and Development Agreement pursuant to Ordinance No. 348.

Impact on Residents and Businesses

The Commercial Cannabis program has been crafted to allow for Commercial Cannabis Activities that could potentially co-exist with existing and future businesses and within reasonable development standards that would protect residential neighborhoods. Each case will be individually reviewed and vetted by the hearing bodies and the public to ensure that the proposed permitted use is compatible with surroundings, mitigates potential impacts to residents and businesses, and is in compliance with all state and local laws.

Additional Fiscal Information

All commercial cannabis activity permits are subject to compliance with Board of Supervisors Policy No. B-9 which states that each negotiated development agreement shall include provisions for public benefits, including baseline public benefit fees and additional public benefits. Further, all costs and staff time incurred processing the commercial cannabis applications will be paid by the applicant in accordance with Ordinance No. 671.

Contract History and Price Reasonableness


N/A

ATTACHMENTS

ATTACHMENT A Staff Recommended Ranking list

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ATTACHMENT B Appeal Responses



Gregory P. Priamos, Director County Counsel 6/27/2019

Attachment A - Staff Recommended Ranking List

Cannabis RFP Response - Retail Ranking Results									
Sorted by the Highest Ranked									
File No.	Type	Applicant / Business Name	APN	Address	District	Total Points 400 Max	Rank	Recommend to Proceed Forward	Potential Conflicts <1,000ft Separation
CAN190053	Retail	The Artist Tree IVA, LLC	247042020	240 IOWA AVE	District 2	380.8	1	YES	CAN190054 CAN190080 CAN190109
CAN190080	Retail	Excel Riverside, Inc.	247091062	1270 CENTER ST	District 2	380.7	2	YES	CAN190026 CAN190053
CAN190055	Retail	The Artist Tree IVA, LLC	115241012	3833 TEMESCAL ST	District 2	380.5	3	YES	
CAN190043	Retail	Nibble This - Lake Elsinore, LLC	381273029	17139 GRAND AVE	District 1	379.6	4	YES	
CAN190040	Retail	Nibble This - Riverside County, LLC	307170019	29510 NUEVO RD	District 5	372.9	5	YES	
CAN190034	Retail	EEL - Riverside County, LLC	650360021	72064 ADELAID ST	District 4	372.1	6	YES	
CAN190039	Retail	Coronita Helping Hands, LLC	102102021	2000 FRONTAGE RD	District 2	371	7	YES	
CAN190044	Retail	EBC - Hemet, LLC	438230042	41007 E FLORIDA AVE	District 3	369.3	8	YES	
CAN190054	Retail	The Castle (Jon Haratyk)	246123024	0 UNASSIGNED	District 2	368.5	9	YES	CAN190042 CAN190053 CAN190109
CAN190048	Retail	Fausto Atilano	963030005	0 UNASSIGNED	District 3	366.4	10	YES	
CAN190109	Retail	Peoples Riverside, LLC	246110003	125 LA CADENA DR	District 2	366.4	11	YES	CAN190053 CAN190054
CAN190038	Retail	F2-Palm Desert, LLC	748370011	39420 BERKEY DR	District 4	363.2	12	YES	
CAN190042	Retail	Healthy Desert Enterprise, LLC	246150005	381 W LA CADENA DR	District 2	363.2	13	YES	CAN190054
CAN190050	Retail	Lakewise Solutions, LLC	381251025	17393 GRAND AVE	District 1	362.7	14	YES	
CAN190036	Retail	CPR Winchester, LLC	463117049	28384 WINCHESTER RD	District 3	362.1	15	YES	
CAN190027	Retail	Kindlife	551240011	43041 FLORIDA AVE	District 3	361.3	16	YES	
CAN190103	Retail	Bear Creek Consulting Group, Inc.	963070014	0 UNASSIGNED	District 3	357.9	17	YES	
CAN190012	Retail	Harvest (Sandra Christensen)	458221007	0 UNASSIGNED	District 3	357.4	18	YES	
CAN190026	Retail	Riverside Wellness, LLC	247082001	451 IOWA AVE	District 2	356.5	19	YES	CAN190080
CAN190013	Retail	Harvest (Sandra Christensen)	551240005	0 UNASSIGNED	District 3	356.4	X	NO	Conflicts with CAN190027 in top 19
CAN190101	Retail	Green Goddess Riverside, LLC	519162007	0 UNASSIGNED	District 5	355.4	20	YES	Additional due to conflicts within top 19
CAN190031	Retail	Riverside 19700 (La Corona Wellness)	277110040	19700 TEMESCAL CANYON RD	District 2	354.7	21	YES	Additional due to conflicts within top 19
CAN190116	Retail	Left Coast, LLC	381251005	17421 GRAND AVE	District 1	353.4	X	NO	Conflicts with CAN190050 in top 19
CAN190068	Retail	Roots Mecca (Vadim Pinsky)	727100030	90480 66TH AVE	District 4	352.5	22	YES	Additional due to conflicts within top 19
CAN190111	Retail	Green Goddess Riverside, LLC	563100014	54900 PINE CREST AVE	District 3	352.5	23	YES	Additional due to conflicts within top 19
CAN190015	Retail	Harvest (Sandra Christensen)	551240037	0 UNASSIGNED	District 3	352.3	X	NO	Conflicts with CAN190027 in top 19
CAN190006	Retail	Empire Connect	387103006	15573 GRAND AVE	District 1	351.7	24	YES	Additional due to conflicts within top 19

File No.	Type	Applicant / Business Name	APN	Address	District	Total Points 400 Max	Rank	Recommend to Proceed Forward	Potential Conflicts <1,000ft Separation
CAN190020	Retail	Harvest (Sandra Christensen)	519210022	14040 APACHE TRL	District 5	351.4	X	NO	
CAN190024	Retail	Harvest (Sandra Christensen)	963070018	0 UNASSIGNED	District 3	351	X	NO	
CAN190049	Retail	Well Spring Partners, LLC	135022002	13732 MAGNOLIA AVE	District 2	350.6	X	NO	
CAN190025	Retail	Harvest (Sandra Christensen)	317110004	0 UNASSIGNED	District 1	350.5	X	NO	
CAN190019	Retail	Harvest (Sandra Christensen)	519210018	0 UNASSIGNED	District 5	350.1	X	NO	
CAN190018	Retail	Harvest (Sandra Christensen)	519210020	0 UNASSIGNED	District 5	349.8	X	NO	
CAN190041	Retail	Homeland Holistic Care, LLC	459161002	31525 HIGHWAY 74	District 3	349.3	X	NO	
CAN190022	Retail	Harvest (Sandra Christensen)	519210021	0 UNASSIGNED	District 5	349.2	X	NO	
CAN190087	Retail	Green Goddess Riverside, LLC	279064001	19980 TEMESCAL CANYON RD	District 2	348.9	X	NO	
CAN190014	Retail	Harvest (Sandra Christensen)	246110016	3226 KLUK LN	District 2	348	X	NO	
CAN190069	Retail	Jiva Life, LLC	370310007	19980 GRAND AVE	District 1	345.7	X	NO	
CAN190045	Retail	Insion, LLC (Fausto Atilano)	526032002	14081 BROADWAY	District 5	345.6	X	NO	
CAN190046	Retail	Vista Heights Development, LLC (Fausto Atilano)	549144010	43912 FLORIDA AVE	District 3	345.1	X	NO	
CAN190097	Retail	Imagine Flower	650111039	72390 RAMON RD	District 4	344.9	X	NO	
CAN190114	Micro	CWB Enterprise, LLC	650080058	72050 CORPORATE WAY	District 4	341.1	X	NO	*NOTE: Ranked due to 1,000ft conflict with retail
CAN190005	Retail	West Meds, LLC	381110002	16626 GRAND AVE	District 1	338.6	X	NO	
CAN190030	Retail	Our Better Environment, LLC (The Florist)	465020019	35291 HIGHWAY 74	District 3	338.5	X	NO	
CAN190094	Micro	Essential Erba	247042018	250 IOWA AVE	District 2	338.4	X	NO	*NOTE: Ranked due to 1,000ft conflict with retail
CAN190085	Retail	Green Goddess Riverside, LLC	135170038	12650 MAGNOLIA AVE	District 2	337.7	X	NO	
CAN190052	Retail	Coastal Retail Riverside, LLC	549144009	43906 FLORIDA AVE	District 3	335.9	X	NO	
CAN190047	Retail	Mari Jane's Garden (Kelly Sixkiller)	751210004	0 UNASSIGNED	District 4	331.9	X	NO	
CAN190086	Retail	Element 7 CA, LLC	247042001	214 IOWA AVE	District 2	328.3	X	NO	
CAN190098	Retail	Canncomfort Corporation	247042001	214 IOWA AVE	District 2	326.2	X	NO	
CAN190070	Retail	Cooper Mountain, Inc (DBA Caliva)	650360015	72099 NORTH SHORE ST	District 4	326.2	X	NO	
CAN190081	Retail	Element 7 CA, LLC	317110010	23330 CAJALCO RD	District 1	326	X	NO	
CAN190095	Micro	River Releaf	247081021	405 IOWA AVE	District 2	325.4	X	NO	*NOTE: Ranked due to 1,000ft conflict with retail
CAN190067	Retail	Inland Empire Cannaceuticals, Inc.	438200002	41311 E FLORIDA AVE	District 3	325.4	X	NO	
CAN190115	Retail	Zennergy, Inc.	383125004	17739 GRAND AVE	District 1	325.4	X	NO	
CAN190084	Retail	Element 7 CA, LLC	548140015	45010 E FLORIDA AVE	District 3	323.1	X	NO	
CAN190093	Retail	Elemental Riverside	247043007	1175 CENTER ST	District 2	322.1	X	NO	
CAN190078	Retail	Mellow Fellows, LLC	283160030	23255 TEMESCAL CANYON RD	District 1	316	X	NO	

File No.	Type	Applicant / Business Name	APN	Address	District	Total Points 400 Max	Rank	Recommend to Proceed Forward	Potential Conflicts <1,000ft Separation
CAN190077	Retail	Riverside Monex Wellness, LLC	438230041	41215 E FLORIDA AVE	District 3	312.9	X	NO	
CAN190059	Retail	Good Roots Cannabis	307170019	29510 NUEVO RD	District 5	308.3	X	NO	
CAN190075	Retail	Riverside Monex Wellness, LLC	371142003	33040 TURNER ST	District 1	307.8	X	NO	
CAN190072	Retail	10 Spot Riverside, LLC	345070038	21638 ETHANAC RD	District 1	305.9	X	NO	
CAN190079	Retail	Riverside Monex Wellness, LLC	279231008	20330 TEMESCAL CANYON RD	District 2	305.7	X	NO	
CAN190090	Retail	Riverside Love, LLC	438230012	1925 E Century Park 830	District 3	302.6	X	NO	
CAN190105	Retail	One Plant Hemet	549110003	43613 E FLORIDA AVE	District 3	299.9	X	NO	
CAN190112	Retail	NorCal Cannabis Riverside County	551240011	43041 FLORIDA AVE	District 3	297.5	X	NO	
CAN190017	Retail	Ikanik Farms, Inc.	102250057	646 PASEO GRANDE	District 2	292.2	X	NO	
CAN190104	Retail	Sundialed Collective (Florida Venture Group, Inc.)	549110023	0 UNASSIGNED	District 3	232.9	X	NO	
CAN190106	Retail	Tristone, LLC	457140009	31170 HIGHWAY 74	District 3	213.3	X	NO	
CAN190108	Retail	Atef (Jerry) Jaber	693020019	72711 RAMON RD	District 4	208.7	X	NO	
CAN190117	Retail	IE Health Care, LLC	102250057	33671 HIGHWAY 74	District 3	202.1	X	NO	

Cannabis RFP Response - Cultivation and Microbusiness Results
Sorted by the CAN19XXXX Number

File No.	Type	Applicant / Business Name	APN	Address	District	Total Points 400 Max	Rank	Recommend to Proceed Forward	Potential Conflicts <1,000ft Separation
CAN190001	Cultivation	Vortex Farms	470070043	0 UNASSIGNED	District 3	N/A	N/A	YES	
CAN190002	Cultivation	Asclepius Farms, LLC	425060004	34480 MARVIN RD	District 5	N/A	N/A	YES	
CAN190003	Cultivation	Aguanga Valley Farms, LLC	571280010	39725 REED VALLEY RD	District 3	N/A	N/A	YES	
CAN190004	Cultivation	Thomas Mountain Vineyard and Farms, LLC (Alex Ruiz)	573030003	54320 BAUTISTA RD	District 3	N/A	N/A	YES	
CAN190007	Micro	DJK Group, Inc.	626420025	77704 FLORA RD	District 4	N/A	N/A	YES	
CAN190008	Cultivation	Alpine Organics, LLC	869100021	14561 S BROADWAY	District 4	N/A	N/A	YES	
CAN190009	Cultivation	Point X LP	571280039	0 UNASSIGNED	District 3	N/A	N/A	YES	
CAN190010	Cultivation	Cameron Ranch Associates, LLC	544050011	0 UNASSIGNED	District 5	N/A	N/A	YES	
CAN190016	Cultivation	Eureka Verde (Peter Broudy)	573050001	0 UNASSIGNED	District 3	N/A	N/A	YES	
CAN190021	Micro	Santron Energy, Inc	757330001	0 UNASSIGNED	District 4	N/A	N/A	YES	
CAN190023	Cultivation	Venus Energy	757330004	0 UNASSIGNED	District 4	N/A	N/A	YES	
CAN190028	Micro	Citrus DML, LLC	247170023	0 UNASSIGNED	District 2	N/A	N/A	YES	
CAN190029	Cultivation	Falcon Farms, Inc.	757330001	0 UNASSIGNED	District 4	N/A	N/A	YES	
CAN190032	Cultivation	Harbhajan Singh Samra	749060003	63450 PIERCE	District 4	N/A	N/A	YES	
CAN190033	Micro	Inland Empire Cannabis Company	347130024	0 UNASSIGNED	District 1	N/A	N/A	YES	
CAN190037	Cultivation	420 Citrus, LLC	247170023	0 UNASSIGNED	District 2	N/A	N/A	YES	
CAN190051	Cultivation	Bud-D Farms	469080018	40105 AVIS RD	District 3	N/A	N/A	YES	

File No.	Type	Applicant / Business Name	APN	Address	District	Total Points 400 Max	Rank	Recommend to Proceed Forward	Potential Conflicts <1,000ft Separation
CAN190056	Cultivation	Green Acres Ranch 1 (Jon Haratyk)	544290011	43601 LONGHORN DR	District 5	N/A	N/A	YES	
CAN190057	Cultivation	Green Acres Ranch 2 (Jon Haratyk)	544290010	43811 LONGHORN RD	District 5	N/A	N/A	YES	
CAN190058	Cultivation	IsenGarden, LLC	569150010	32875 RED MOUNTAIN RD	District 3	N/A	N/A	YES	
CAN190060	Cultivation	Tierra Groves	933180030	48703 DE LUZ RD	District 1	N/A	N/A	YES	
CAN190061	Cultivation	JM Alternative Care, Inc.	470020049	36355 HIDDEN VALLEY RD	District 3	N/A	N/A	YES	
CAN190062	Micro	Flora Holding Group (Travis Pollock)	869150002	15900 S BROADWAY	District 4	N/A	N/A	YES	
CAN190063	Cultivation	Calm River Farms, LLC (Theresa Nguyen)	470050019	0 UNASSIGNED	District 3	N/A	N/A	YES	
CAN190064	Cultivation	Proper Cannabis Management Corporation	315020018	0 UNASSIGNED	District 1	N/A	N/A	YES	
CAN190065	Cultivation	Ambrosia City, LLC	575120010	57150 JOHNSON RD	District 3	N/A	N/A	YES	
CAN190066	Micro	White Owl Holdings, LLC	572160011	51650 SNAITH RD	District 3	N/A	N/A	YES	
CAN190071	Cultivation	Newage Canna, LLC	553240020	47981 DOE CANYON RD	District 3	N/A	N/A	YES	
CAN190073	Cultivation	Ian Wilson	569200019	34475 APPLESEED LN	District 3	N/A	N/A	YES	
CAN190074	Cultivation	Pine Smoke Farms	636120006	69725 PINESMOKE RD	District 3	N/A	N/A	YES	
CAN190076	Cultivation	Gelato Garden, LLC (Artak Tovmasyan)	517340008	55860 HAUGEN LEHMANN WAY	District 5	N/A	N/A	YES	
CAN190082	Cultivation	Sun Grown Farms, Inc. (Glen Aery)	915330040	38455 E BENTON RD	District 3	N/A	N/A	YES	
CAN190083	Cultivation	Rodrigrow Farms (Adrian Rodriguez)	470070040	0 UNASSIGNED	District 3	N/A	N/A	YES	
CAN190088	Micro	River Releaf	283160038	23215 TEMESCAL CANYON RD	District 1	N/A	N/A	YES	
CAN190089	Micro	Elemental Riverside	607351004	79697 COUNTRY CLUB DR	District 4	N/A	N/A	YES	CAN190107
CAN190091	Cultivation	Cali Select, Inc. (Cali Select Products)	573200005	0 UNASSIGNED	District 3	N/A	N/A	YES	
CAN190092	Micro	Harmony Ranch Farmers	408030003	41120 UTE ST	District 5	N/A	N/A	YES	
CAN190096	Micro	Riverside Blends (Watt Court, LLC)	650380001	72018 Watt Court	District 4	N/A	N/A	YES	No Retail Sales *No Conflict
CAN190099	Micro	Peninsula Finance Coporation	654170052	69391 DILLON RD	District 4	N/A	N/A	YES	
CAN190100	Cultivation	Colorama (Richard and Terry Wilson Trust)	764170008	83300 AVENUE 58	District 4	N/A	N/A	YES	
CAN190102	Micro	Filling Socks, LLC	381190009	17738 GRAND AVE	District 1	N/A	N/A	YES	
CAN190107	Micro	GreenPeace, LLC	607351003	79579 COUNTRY CLUB DR	District 4	N/A	N/A	YES	CAN190089
CAN190110	Micro	Cannatopia, LLC	650380001	72242 WATT CT	District 4	N/A	N/A	YES	
CAN190118	Cultivation	Fuego Farms, LLC	933020005	0 UNASSIGNED	District 1	N/A	N/A	YES	
CAN190119	Micro	Integragreen, Inc.	470180034	0 UNASSIGNED	District 3	N/A	N/A	YES	
CAN190011	Retail	Harvest (Sandra Christensen)	458221010	0 UNASSIGNED	District 3	N/A	N/A	NO	*Note: Incomplete RFP Package
CAN190035	Retail	From the Beginning, Inc.	115300050	3848 MCKINLEY ST	District 2	N/A	N/A	NO	*Note: Incomplete RFP Package

File No.	Type	Applicant / Business Name	APN	Address	District	Total Points 400 Max	Rank	Recommend to Proceed Forward	Potential Conflicts <1,000ft Separation
CAN190113	Retail	Green Leaf, Inc.	548070012	44388 FLORIDA AVE	District 3	N/A	N/A	NO	*Note: Incomplete RFP Package

Types
Retail
Micro
Cultivation



COUNTY OF RIVERSIDE

Transportation and Land Management Agency

Juan C. Perez

Assistant CEO/TLMA Director



Transportation Department

Planning Department

Building and Safety Department

Code Enforcement Department

June 27, 2019

Cannabis Advising Partners
Attn: Lori Rhodes and Gasper Guarrasi
800 E. Ocean Blvd. Suite 105
Long Beach CA 90802

Via E-mail: lori@cannabisadvising.com and gasper@cannabisadvising.com

RE: Appeal – CAN190026

Dear Mr. Guarrasi:

Thank you for your interest in the County's Commercial Cannabis Retailer Request for Proposal (RFP) process. The County received 119 overall responses to the proposal request. Of the submitted Cannabis Retailer Proposals, 68 responders passed the initial completion check and were ranked by the RFP review panel. That panel consisted of six uniquely qualified Riverside County staff members from a variety of County Departments.

Staff ranked these proposals based on the published RFP criteria. The staff recommended ranking list was released on June 17, 2019. That list includes the Cannabis Retail proposals that are being recommended to be allowed to proceed with a Conditional Use Permit (CUP) application.

You are receiving this letter because you filed an Appeal of the staff recommended list, pursuant to the published RFP for dated March 20, 2019, Section X "Appeal Procedure". Your appeal was timely filed, and has been carefully reviewed by the TLMA Director.

Please note that, as indicated the in RFP, the role of the TLMA Director is to determine whether or not County staff or the RFP review panel followed the selection process outlined in the RFP and whether the RFP materials were materially ambiguous or inconsistent so as to give the selected Proposer(s) an unfair advantage.

Please also note that it is not my role to second-guess County staff or the RFP review panel as to the relative strengths or weaknesses of the submitted Proposals. I have committed to not substitute my judgment for that of staff or the RFP review panel, so long as the RFP process has been substantially followed.

Before addressing the Appeal letter, I want to confirm that this proposal (CAN 190026) is one of the top-ranked proposals that is being recommended to allow to proceed to apply for a CUP (#19 on the ranking list). It is within 1000 ft. of CAN190080 (#2 on the ranking list), and as such both proposals are being recommended to be allowed to process at-risk to determine which one will be approved first. The Appeal therefore appears to seek the disqualification of other Proposals, including the competing CAN190080, from being allowed to proceed.

As noted in your Appeal, a copy of which is attached, the basis of your Appeal are as follows:

- The Appeal alleges that the selection process was unfair in that the County failed to follow the stated selection process which gave an unfair competitive advantage to the selected Proposer(s) and the selection process was not modified or waived pursuant to the RFP.
- The Appeal alleges that the County's proposed approach to allow top-ranked proposals that are closer than the required 1000 ft. separation to process at-risk, with the first application to be approved setting the separation requirement, is materially inconsistent with the RFP evaluation and ranking process.
- The Appeal alleges that there are several zoning conflicts, and that by allowing applicants that violate zoning and buffer requirements, the process is materially inconsistent with the RFP and associated policy and evaluation criteria.
- The Appeal alleges that the RFP requires retail locations to meet a buffer requirement of 1,000-ft. from childcare centers, K-12 schools, and public parks and youth centers (with a minimum of 650 ft.).
- The appeal alleges that the RFP states that retail locations must exhibit a zone that allow retail activities.
- The Appeal alleges that if a proposal fails any of the listed criteria, it should be excluded from consideration.
- The Appeal alleges that 10 other proposals (including alleged conflicts between 190053 and 190054) should have been ruled out since they violate the ordinance provisions regarding the separation requirements listed above, or the provisions that retailers must be separated by at least 1000 ft. from each other.

I have reviewed your Appeal, and after close scrutiny, have determined that it does not have merit, and is hereby denied. This is based on the following;

- The Request for Proposals Questions and Answers, which are part of the RFP clearly state (Q&A#3) that, during the ranking process proposals will be reviewed to determine if any proposed Retail Sales Cannabis operations are within 1,000 feet from another proposed Retail Sales Cannabis operation. If both proposals are in the included rankings, Proposers will be notified that they are within 1,000 feet from another Cannabis operation and informed that the first applicant to complete and receive CUP approval will be given the permit. Each applicant would then be proceeding at risk as to who obtains the permit first".

- My review of the locations of CAN190054 and CAN190053 confirms that they appear to be within 1000 ft. of each other, even though they are separated by I-215. As such, although both will be recommended to be allowed to move forward and process a CUP, only one may ultimately be approved in order to comply with the 1000 ft. separation requirement.

In order to keep the minimum number of proposals that could be approved, after considering the 1000 ft. separation requirement, to no less than the 19 approved in the implementation plan, we are recommending to add another proposal (CAN190006), for a total of 24 that will be allowed to process. This, however, does not materially affect the rankings for CAN190026 or its ability to proceed to apply for a CUP, which is already being recommended.

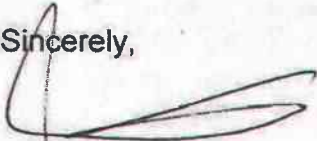
- Conflicts with CAN190080 – Although it is correct that this property is not currently zoned for retail use, this does not disqualify it from consideration to move forward, it merely affects their scoring. The applicant will need to apply for a Change of Zone, which was acknowledged in their application. There are other sites that will also need Change of Zones.
- CAN190055 – Although the site appears to be less than 1,000 ft. from a YMCA youth Center, the ordinance specifies that there are provisions to allow a reduction to the State required separation from “sensitive uses” of 600 ft. through a variance. This therefore does not prohibit them from the opportunity to move forward and process an application.
- CAN190040 – Alleged violation of being too close to a smoke shop (500 ft. requirement). This applies to properly approved and permitted smoke shops. Tobacco/smoke/vape shops require Plot Plan approval. It does not appear that there is a valid Plot Plan in place for that use. Additionally, the smoke shop in question appears to be over 500 ft. from this site, when measured building-to-building.
- CAN190048 – Alleged improper zoning due to being in a Specific Plan (SP) Zone. This site is located within PA10 of the Borel Airport Center SP (SP00265). The SP Ordinance defers development and uses to Ordinance No. 348, Section 9.50 (C-P-S Zone), which allows Cannabis businesses, subject to the CUP process.
- CAN190109 – Although within the 1000 ft. conflict with CAN190053, they are both allowed to process at-risk to determine who obtains approval first, as stated in the Request for Proposal - Questions & Answers (#3), which was included in the RFP.
- CAN190103 – Alleges separation of 400ft from the French Valley swim academy and 220ft to Winchester Smoke & Gift. The swim academy appears to be a home-based business, rather than an approved commercial use. Primary use of property is residential. No building for the proposed cannabis business exists. Depending upon where the new building is located on the property, the 500ft separation could be met. The smoke shop in question appears to be over 500 ft. from this site, when measured smoke-shop building to site property line, and it should be noted that the proposed

building for this site (which is currently vacant) can be designed to increase the separation further.

- CAN190013 – Alleges within 1000 ft. separation of CAN190027. CAN190013 is not recommended to move forward and process.
- CAN190116 – Alleges within 1000 ft. separation of CAN190050: CAN190116 is not recommend to move forward and process.
- CAN190015 – Alleges within 1000 ft. separation of CAN190027. CAN190015 is not recommend to move forward and process.

We appreciate your interest in submitting a proposal, and we will be recommending your proposal be allowed to submit an application for a CUP.

Sincerely,

A handwritten signature in black ink, appearing to read 'Juan C. Perez', with a stylized flourish extending to the right.

Juan C. Perez,
Assistant CEO/TLMA Director



5419 Hollywood Boulevard
Suite C-356
Los Angeles, CA 90027
323.819.0300

Founding Partners

Assemblyman Mike Gatto (Ret.)
Allan D. Johnson

www.ActiumLLP.com

June 21, 2019

Juan C. Perez
Riverside County Planning Department
4080 Lemon Street - 12th Floor
Riverside, CA 92502

Re: Request for Clarification - Riverside Cannabis RFP Ranking Results

Dear Mr. Perez:

This firm represents Cannabis Advising Partners, California's premier cannabis advisory firm, which possesses a comprehensive understanding of the laws, ordinances, and best practices in California's diverse jurisdictions where cannabis businesses are authorized or contemplated.

Attached please find a synopsis of an evaluation of the applicants and buffer zones involved with the county's recent Request for Proposals for Commercial Cannabis Retailers. The attached evaluation re-ranks the applicants based on the elimination of ones that are clearly within one-thousand feet of other applicants or other buffer-zone disqualifiers (e.g., schools, places of worship, etc.).

For example, according to our evaluation, the second applicant (CAN190080) should be buffered out due to being within 236 feet of the highest-ranked applicant (CAN190053). In addition, the application of the third-ranked entity (CAN190055) shows that it is approximately 650 feet from a YMCA Youth Center and therefore should have been disqualified on its face, per se. This means, for example, that the fourth applicant (CAN19004) should have a revised rank of #2 among the responses.

The purpose of this evaluation and the accompanying maps that verify its buffer-zone findings is to demonstrate that the number of applicants that have a reasonable argument to be in the running for a retail license extends well beyond the first nineteen applicants. We would furthermore inquire as to why the County would rank so high

21 June 2019 Letter to Riverside Planning Director re Cannabis

applications that were clearly facially invalid, based on state law, county ordinances, and data that is readily available to the Planning Department.

This letter is an official request for clarification of the rankings, and a request that other businesses be moved up in the rankings due to applications currently "ahead of them" being eliminated by clearly ascertainable buffer-zone restrictions.

Furthermore, there has been much discussion as to whether Riverside County will honor its own rankings. Specifically, some have speculated that the County will allow everyone who made the cutoff to apply for a CUP at the same time, and then whoever completes their application first, and gets first approval from the Planning Department, will therefore be allowed to get around your rankings. For example, if your #2 ranked business submits its paperwork one minute before #1, or simply if your department chooses to process #2 more quickly, then that would have the effect of bumping #1 due to proximity issues.

Surely this cannot be the case. This would put tremendous, potentially even corrupting power in the hands of whomever makes these decisions, something the County has wisely and assiduously sought to avoid thus far. Moreover, it would have the effect of making your rankings pointless, if a lower-priority business could bump a higher one based on speed of processing. Such a horse race would obviate the entire ranking process.

So please clarify: will lower-ranked businesses that are buffered out be allowed to apply only if a higher-ranked business removes itself from consideration? Or will you allow everyone to rush to the window, irrespective of your hard-work to rank and prioritize the businesses?

If you have any questions regarding the attachments or the findings contained therein, or regarding my request for clarification, please contact me at the number above.

We appreciate your help and all the efforts you are putting into the cannabis program in Riverside County and look forward to your response.

Sincerely,

A handwritten signature in black ink that reads "Mike Gatto". The signature is written in a cursive, slightly slanted style.

Mike Gatto



June 21, 2019

Riverside County Planning Department
4080 Lemon Street - 12th Floor
Riverside, CA 92502
Phone: (951) 955-3200
Fax: (951) 955-1811
CannPlanning@rivco.org

RE: CANNABIS RFP RESPONSE APPEAL - Riverside Wellness (CAN190026)

Dear Riverside County Planning Department:

We have attached a letter from our legal counsel that brings to light some questions and seeks clarification regarding several areas associated with the appeal process and the next steps for cannabis retail applicants.

We have also attached an appeal from our client, Riverside Wellness (CAN190026), along with data and documentation supporting the appeal.

We appreciate your help and all the efforts you are putting into the cannabis program within Riverside County. We look forward to your response.

Sincerely,

A handwritten signature in black ink, appearing to read "Gasper Guarrasi", with a long horizontal line extending to the right.

Gasper Guarrasi
CEO, CAP

Memorandum of Appeal

Date: June 21, 2019

To: Riverside County Planning Department

From: Tony Huang on behalf of Riverside Wellness

Applicant File #: CAN190026

Based on the following factors, we are requesting an appeal in response to the RFP Ranking for Commercial Cannabis Retailers:

Grounds of Appeal:

The selection process was unfair in that the County failed to follow the stated selection process which gave an unfair competitive advantage to the selected Proposer(s) and the selection process was not modified or waived pursuant to the RFP.

Facts and Description of Grounds of Appeal:

The RFP dictates that applicant properties cannot be less than 1,000 feet from another cannabis retail property. Riverside Wellness, file #CAN190026 was placed into a group of three properties, as follows:

Applicant Rank 1 (CAN190053)
Applicant Rank 2 (CAN190080)
Applicant Rank 19 (CAN190026)

The RFP Ranking Results issued by Riverside County on June 17th, 2019 state the following:

Note: There are two (2) groups of three (3) proposed retail facilities that are in conflict with each other, as they do not meet the minimum 1,000ft separation requirement from another retail facility.

In fact, within the grouping above, Riverside Wellness is not located within 1,000 ft of Applicant Rank1 (CAN190053), while Applicant Rank 2 (CAN190080) is within 1,000 ft of both Applicant 1 and 19.

Currently the County guidance is suggesting a first come, first serve approach, where Applicant Rank 19 could knock out Applicant Rank 1 by being first on CUP approval. However, this seems materially inconsistent with the evaluation and ranking process, outlined on pages 21 to 28 of the RFP issued March 20th, 2019, which the County has invested great time and effort to create and implement.

The attached table and maps support additional zoning conflicts and buffer zone conflicts that lead to a re-ranking of the applicants as follows. Please see table and maps for details

On page 18 of the revised RFP issued March 20th, 2019, it elaborates that cannabis retail locations must be 1,000 ft from child care centers, k-12 schools, public parks or youth centers, and even with a possible variance, would need to be 650 ft away as an absolute minimum.

On page 18 of the revised RFP issued March 20th, 2019, it also states that cannabis retail locations must exhibit a zone that allows retail sales activities pursuant to ordinance No. 348.

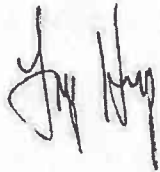
The RFP references from page 18 above show that the process is materially inconsistent with the RFP. Our contention is that the zoning and buffer zone violations below would have been treated in such a way as to rule out several applicants, if the RFP had been adhered to. (see table and maps attached)

The following list shows applicant file numbers that violate one or more of the references above from the RFP:

CAN190080	Buffered out by applicant CAN190053 (236 ft) (see map screenshot); Improper Zoning -address located in CO Zone (not a listed approved zone ordinance No 348.4898 section 19.518)
CAN190055	Approx 650 ft from YMCA Youth Center - called & confirmed - measured parcel to parcel - 1,000 ft buffer for youth centers required - ordinance 348.4898 section 19.519, A,3; Approx 490 Ft Avant-Garde Foster Family Agency
CAN190040	Approx 430 ft from One Love Smoke Shop (measured parcel to parcel)(violation of 500 ft smoke shop buffer (ordinance No 348.4898 section 19.519, A, 3)
CAN190054	Buffered out by applicant CAN190053 (837 ft) (see map screenshot)
CAN190048	Imppper zoning - address located in SP Zone (not a listed approved zone ordinance No 348.4898 section 19.518)
CAN190109	Buffered out by applicant CAN190053 (692 ft) (see map screenshot)
CAN190103	Approx. 400 ft from French Valley Swim Academy (measured parcel to parcel); (1,000 ft buffer for youth centers required by ordinance No 348.4898 section 19.519, A, 3) Approx 220 ft from Winchester Smoke & Gift (measured parcel to parcel)(violation of 500 ft smoke shop buffer (ordinance No 348.4898 section 19.519, A, 3)
CAN190013	Buffered out by applicant CAN190027
CAN190116	Buffered out by applicant CAN190050
CAN190015	Still zoned out due to applicant CAN190027

We greatly appreciate the time and energy that the Riverside County Planning Department has invested into the RFP process and we look forward to your response.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tony Huang', written in a cursive style.

Tony Huang
Riverside Wellness

Cannabis RFP Response Rankings - Revised

File #	Applicant/ Business Name	APN	Address	Notes	Original Rank	Corrected Rank
CAN190053	The Artist Tree IVA, LLC	247042020	240 Iowa Ave		1	1
CAN190080	Excel Riverside, Inc.	247091062	1270 Center Street	Buffered out by applicant CAN190053 (236 ft) (see map screenshot) Improper Zoning -address located in CO Zone (not a listed approved zone ordinance No 348,4898 section 19.518)	2	
CAN190055	The Artist Tree IVA, LLC	115241012	3833 Temescal Street	Approx 650 ft from YMCA Youth Center - called & confirmed - measured parcel to parcel - 1,000 ft buffer for youth centers required - ordinance 348,4898 section 19.519, A,3; Approx 490 Ft Avant-Garde Foster Family Agency	3	
CAN190043	Nibble This - Lake Elsinore, LLC	381273029	17139 Grand Ave		4	2
CAN190040	Nibble This - Riverside County, LLC	307170019	29510 Nuevo Rd	Approx 430 ft from One Love Smoke Shop (measured parcel to parcel)(violation of 500 ft smoke shop buffer (ordinance No 348.4898 section 19.519, A, 3)	5	
CAN190034	EEL - Riverside County, LLC	650360021	72064 Adelaid St		6	3
CAN190039	Coronita Helping Hands, LLC	102102021	2000 Frontage Rd		7	4
CAN190044	EBC - Hemet, LLC	438230042	41007 E Florida Ave		8	5
CAN190054	The Castle (Jon Haratyk)	246123024	0 Unassigned	Buffered out by applicant CAN190053 (837 ft) (see map screenshot)	9	
CAN190048	Fausto Atilano	963030005	0 Unassigned	Impproper zoning - address located in SP Zone (not a listed approved zone ordinance No 348.4898 section 19.518)	10	

Cannabis RFP Response Rankings - Revised

File #	Applicant/ Business Name	APN	Address	Notes	Original Rank	Corrected Rank
CAN190109	Peoples Riverside, LLC	246110003	125 La Cadena Dr	Buffered out by applicant CAN190053 (692 ft) (see map screenshot)	11	
CAN190038	F2-Palm Desert, LLC	748370011	39420 Berkey Dr		12	6
CAN190042	Healthy Desert Enterprise, LLC	246150005	381 W La Cadena Dr		13	7
CAN190050	Lakewise Solutions, LLC	381251025	17393 Grand Ave		14	8
CAN190036	CPR Winchester, LLC	463117049	28384 Winchester Rd		15	9
CAN190027	Kindlife	551240011	43041 Florida Ave		16	10
CAN190103	Bear Creek Consulting Group, Inc.	963070014	0 Unassigned	Approx. 400 ft from French Vailey Swim Academy (measured parcel to parcel), (1,000 ft buffer for youth centers required by ordinance No 348.4898 section 19.519, A, 3) Approx 220 ft from Winchester Smoke & Gift (measured parcel to parcel)(violation of 500 ft smoke shop buffer (ordinance No 348.4898 section 19.519, A, 3)	17	
CAN190012	Harvest (Sandra Christensen)	458221007	0 Unassigned		18	11
CAN190026	Riverside Wellness, LLC	247082001	451 Iowa Ave		19	12
CAN190013	Harvest (Sandra Christensen)	551240005	0 Unassigned	Buffered out by applicant CAN190027	X	

Cannabis RFP Response Rankings - Revised

File #	Applicant/ Business Name	APN	Address	Notes	Original Rank	Corrected Rank
CAN190101	Green Goddess Riverside, LLC	519162007	0 Unassigned		20	13
CAN190031	Riverside 19700 (La Corona Wellness)	277110040	19700 Temescal Canyon Rd		21	14
CAN190116	Left Coast, LLC	381251005	17421 Grand Ave	Buffered out by applicant CAN190050	X	
CAN190068	Roots Mecca (Vadim Pinsky)	727100030	90480 66th Ave		22	15
CAN190111	Green Goddess Riverside, LLC	563100014	54900 Pine Crest Ave		23	16
CAN190015	Harvest (Sandra Christensen)	551240037	0 Unassigned	Still zoned out due to applicant CAN190027	X	
CAN190006	Empire Connect	387103006	15573 Grand Ave		X	17

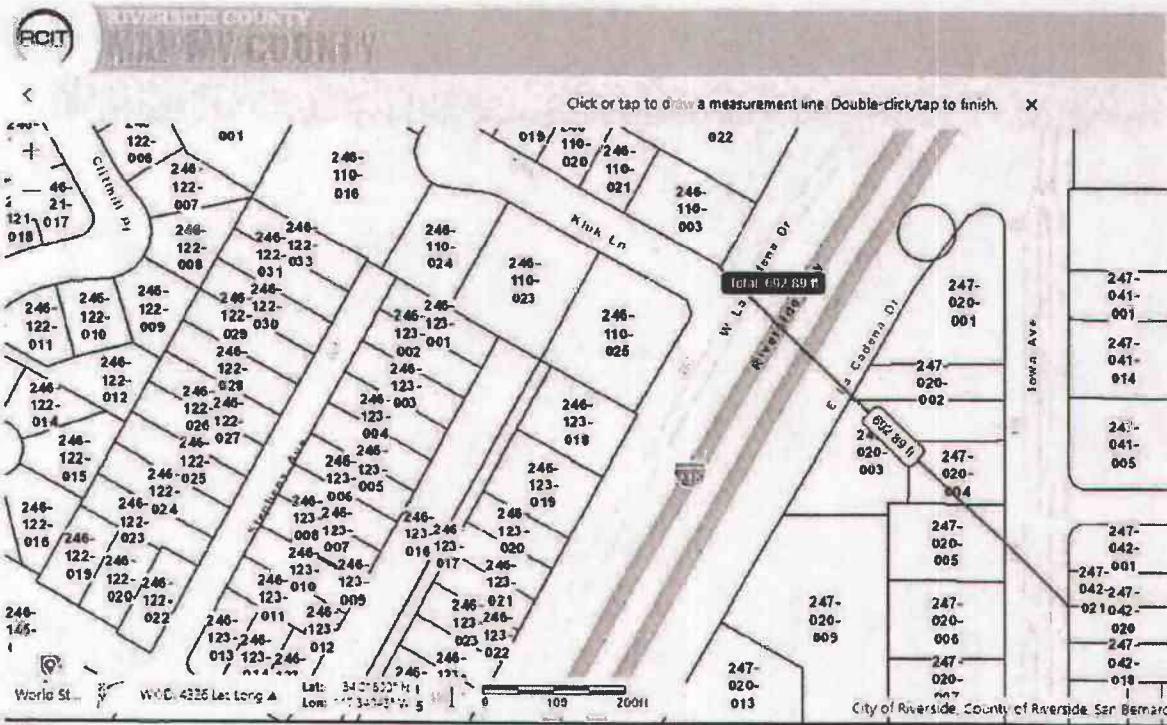
Map#1 Showing Distance Between Applicant Rank 1 and Applicant Rank 11

Applicant CAN190053 - RANK 1 (Parcel 247-042-020)

BUFFERS OUT

Applicant CAN190109 RANK 11 (Parcel 246-110-003)

DISTANCE: 629FT



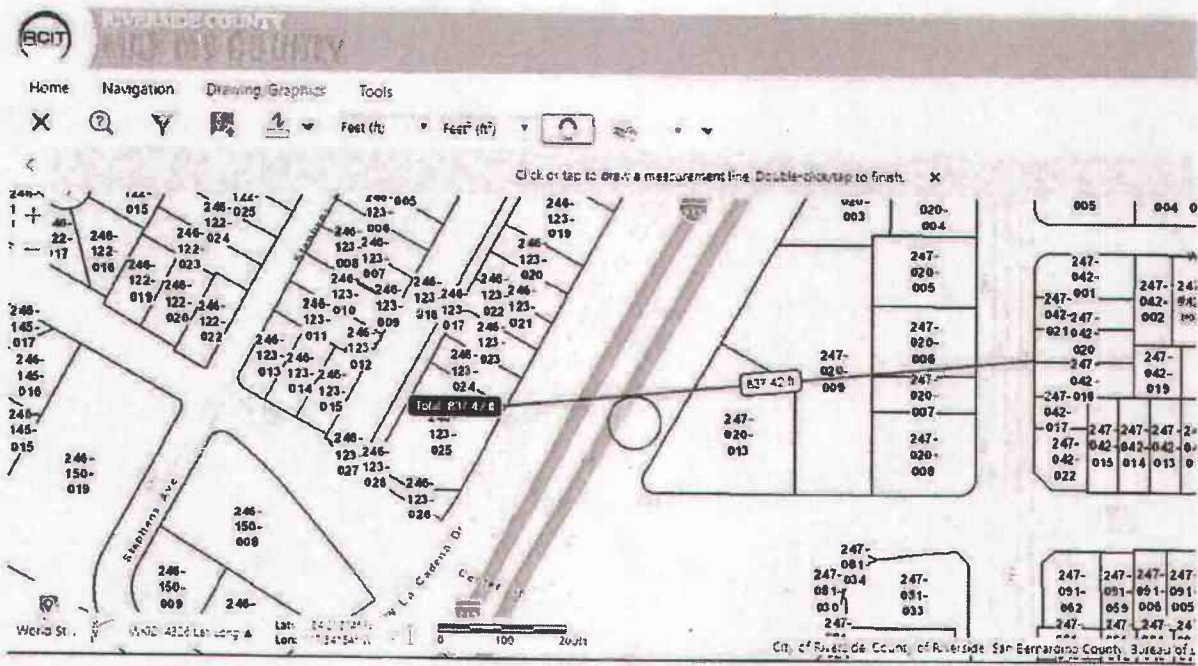
**Map#2 Showing Distance Between
Applicant Rank 1 and Applicant Rank 9**

Applicant CAN190053 - RANK 1 (Parcel 247-042-020)

BUFFERS OUT

Applicant CAN190054 RANK 9 (Parcel 246-123-024)

DISTANCE: 837FT



Map#3 Showing Distance Between Applicant Rank 1 and Applicant Rank 2

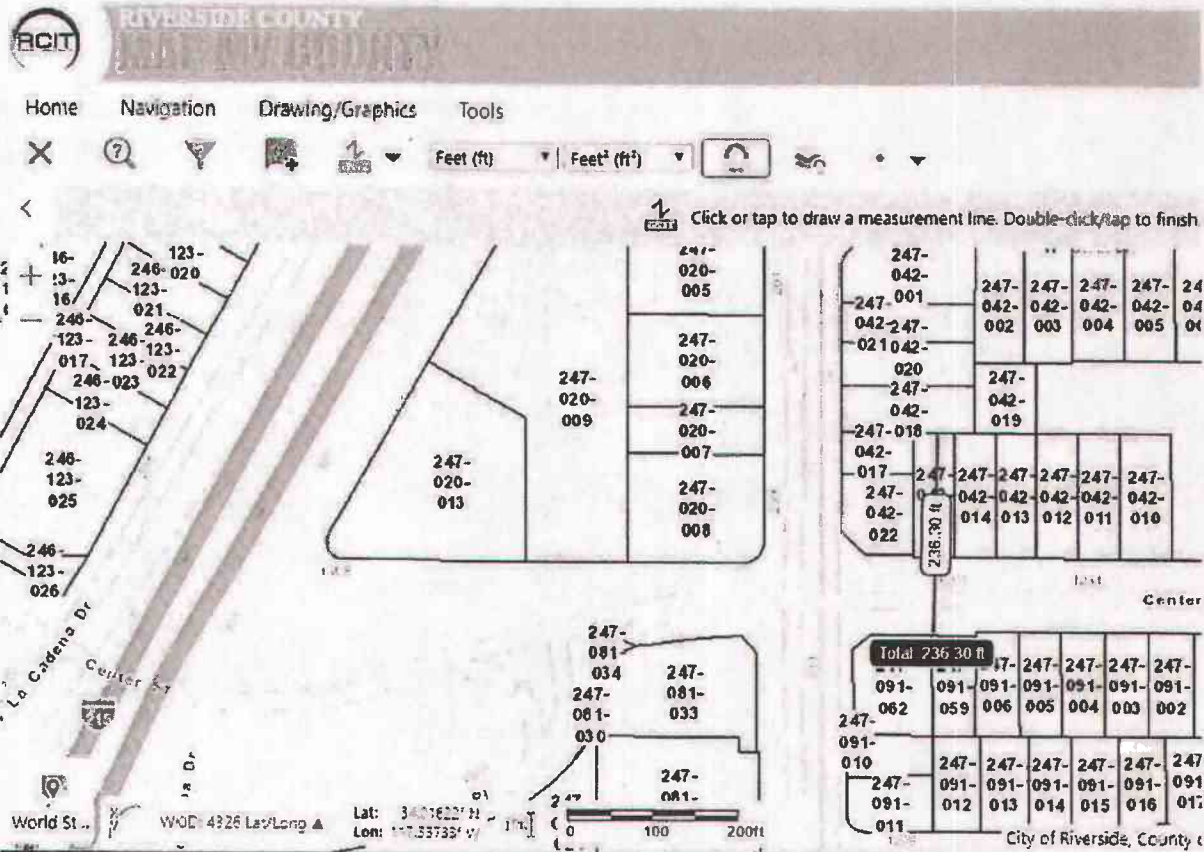
Applicant CAN190053 - RANK 1 (Parcel 247-042-020)

BUFFERS OUT

Applicant CAN190080 RANK 2 (Parcel 247-091-062)*

DISTANCE: 236FT

*Applicant CAN190080 is also in the CO Zone – not a designated zone for commercial cannabis





Cannabis Request for Proposal (RFP) Question & Answers



Clarifications on the process –

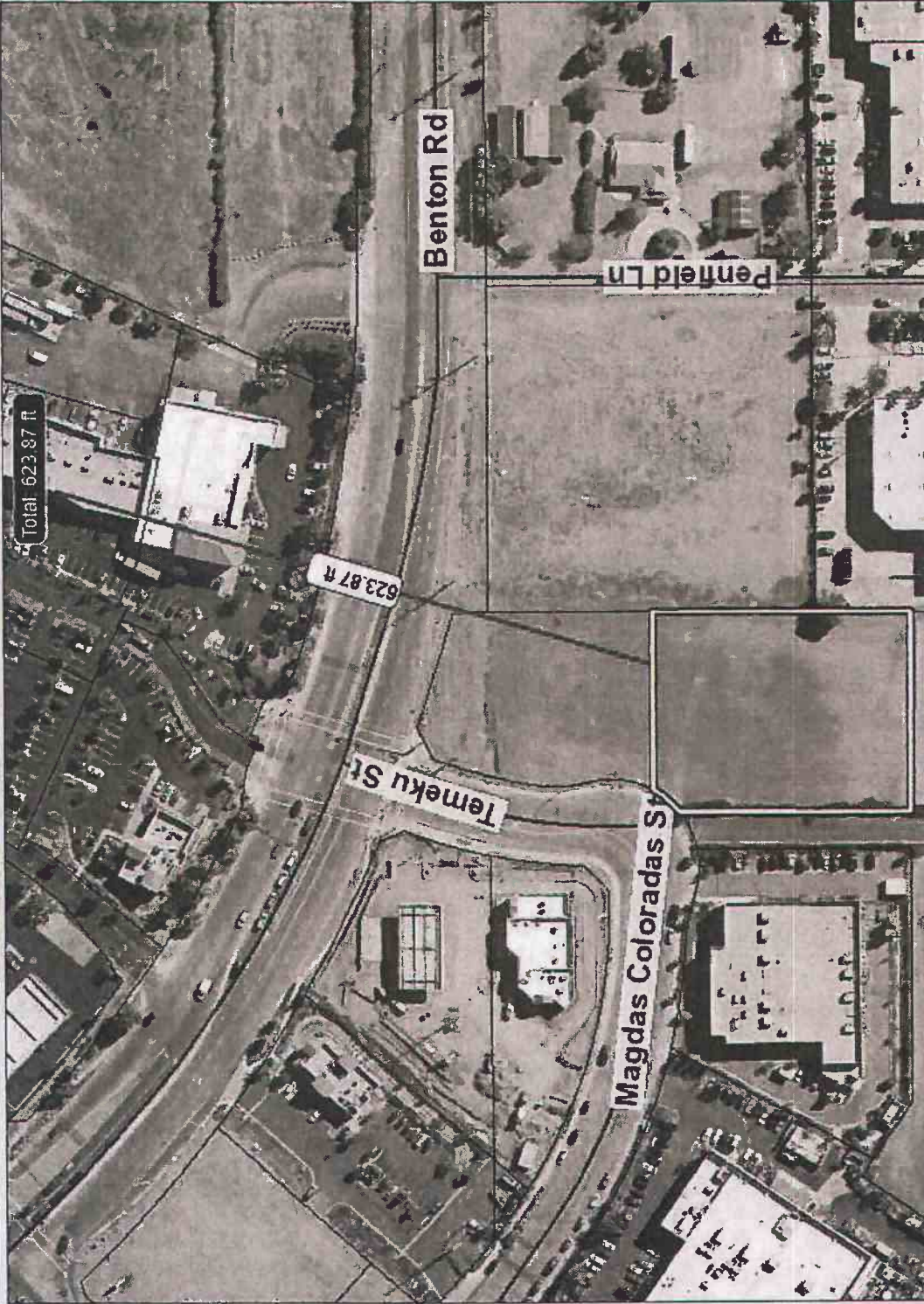
- **Only Pre-registered applicants who submitted an Interested Parties Form will be able to submit an application for the RFP process for consideration.**
- If you are ranked as a top 19 Retail Sales or top 50 Cultivation proposal it does not guarantee that you will obtain an approval for a Land Use Permit. After you are ranked you must apply for a Conditional Use Permit (CUP) through the Land Use Process.
- All types of Cannabis uses in the County must apply for a Conditional Use Permit and must go to a hearing before the Planning Commission for a recommendation to the Board of Supervisors (BOS) and before the BOS for a final decision.
- During the Conditional Use Permit process applicants will be required to enter into a Developer Agreement (DA).
- The following questions were posed to the County at the March 5, 2019 and March 6, 2019 Interested Parties Workshops and emailed to staff during the period of March 5, 2019 to March 20, 2019. Responses are based on the understanding of each question posed. It is the responsibility of the Proposers to review answers and best apply them to their Proposal.

Questions and Answers:

1.	<p>Q: Are we allowed to cultivate non-flowering plants? Will non-flowering plants count against the allowable square footage? Do non-flowering plants need to be covered?</p> <p>A: Cannabis Nurseries are not required to propagate plants in mixed light structures or indoor, but mature plants may not remain on the site and must be removed once matured. This use must have a Nursery License.</p> <p>If the plants will be cultivated to maturity they must be covered and they will count towards the Cannabis canopy. This use must have a Cultivating License.</p> <p>Note that Cannabis cultivators may propagate immature plants. The areas for propagation must be indicated on the provided site plan and these plants must be moved to the allowable canopy areas once they mature. At no time may mature plants exceed the canopy area that has been permitted on the property with a CUP. At no time may a Cannabis cultivator sell immature (nursery plants) or propagate nursery plants for others.</p>
2.	<p>Q: Is there an update regarding the W-2 form in the RFP process?</p> <p>A: Cannabis activities are currently not allowed in the W-2 Zone and therefore, excluded from the RFP process but research regarding the W-2 Zone is currently being reviewed. Recommendations for this Zone as well as the R-R and R-A Zones will be presented to the Planning Commission and the Board for review and consideration later this year.</p>
3.	<p>Q: How will applicants be notified if they are within 1,000 feet from another Cannabis proposed operation?</p> <p>A: During the ranking process proposals will be reviewed to determine if any proposed Retail Sales Cannabis operations are within 1000 feet from another proposed Retail Sales Cannabis operation. If both proposals are in the included rankings, Proposers will be notified that they are within 1,000 feet from another Cannabis operation and informed that the first applicant to complete and receive CUP approval will be given the permit. Each applicant would then be proceeding at risk as to who obtains the permit first.</p>

Map My County Map

CAN190103



Los Angeles



San Diego

Tijuana

Mexicali

Legend

- Parcels
- County Centerline Names
- County Centerlines
- Blueline Streams
- City Areas
- World Street Map

Notes

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

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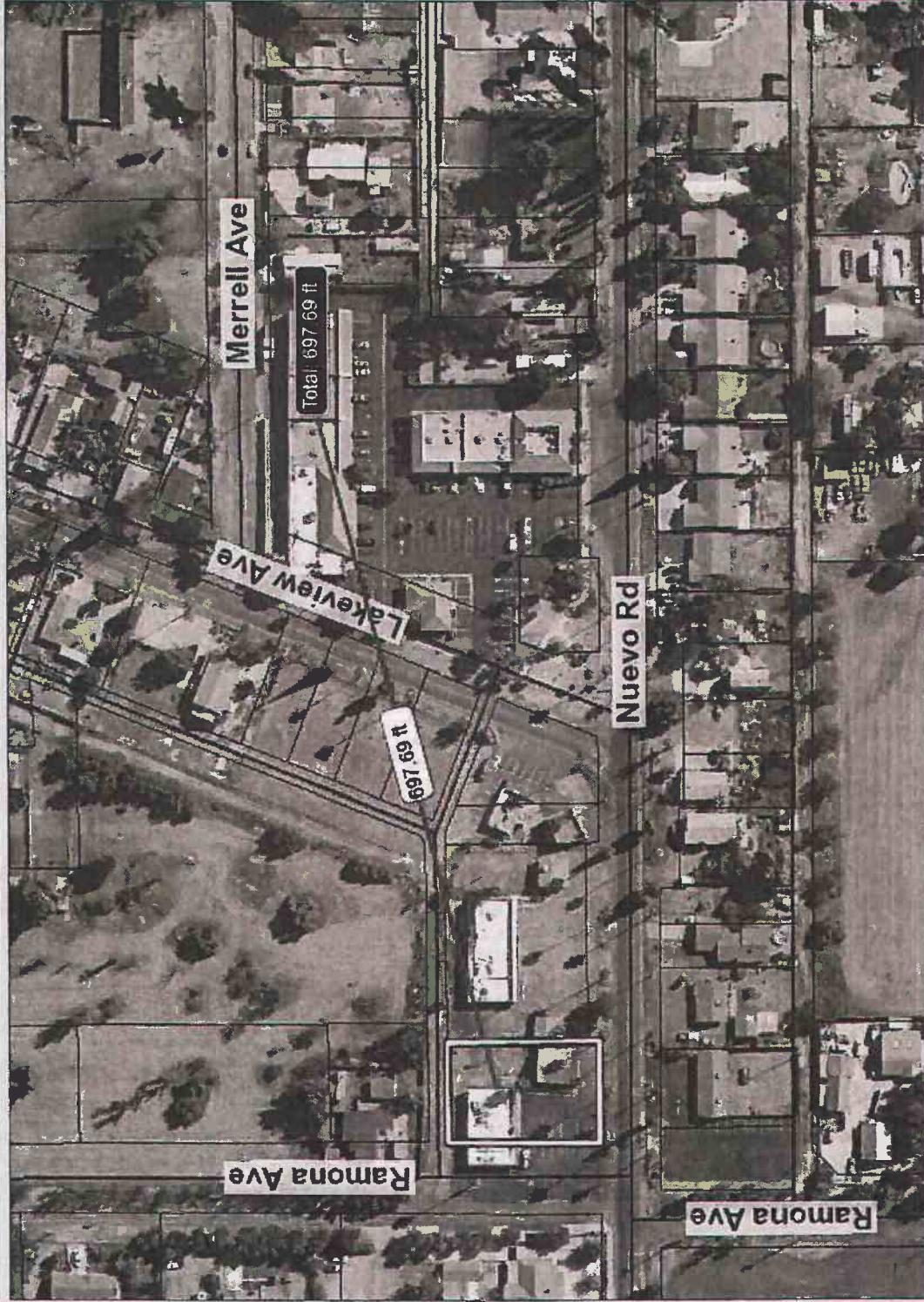
188

0



Map My County Map

CAN190040



Los Angeles



San Diego, Tijuana, Mexico

Legend

- Parcels
- County Centerline Names
- County Centerlines
- Blue-line Streams
- City Areas
- World Street Map

Notes

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COUNTY OF RIVERSIDE
Transportation and Land Management Agency
Juan C. Perez
Assistant CEO/TLMA Director



Transportation Department

Planning Department

Building and Safety Department

Code Enforcement Department

June 27, 2019

Cannabis Advising Partners
Attn: Lori Rhodes and Gasper Guarrasi
800 E. Ocean Blvd. Suite 105
Long Beach CA 90802

Via E-mail: lori@cannabisadvising.com and gasper@cannabisadvising.com

RE: Appeal – CAN190006

Dear Mr. Guarrasi:

Thank you for your interest in the County's Commercial Cannabis Retailer Request for Proposal (RFP) process. The County received 119 overall responses to the proposal request. Of the submitted Cannabis Retailer Proposals, 68 responders passed the initial completion check and were ranked by the RFP review panel. That panel consisted of six uniquely qualified Riverside County staff members from a variety of County Departments.

Staff ranked these proposals based on the published RFP criteria. The staff recommended ranking list was released on June 17, 2019. That list includes the Cannabis Retail proposals that are being recommended to be allowed to proceed with a Conditional Use Permit (CUP) application.

You are receiving this letter because you filed an Appeal of the staff recommended list, pursuant to the published RFP for dated March 20, 2019, Section X "Appeal Procedure". Your appeal was timely filed, and has been carefully reviewed by the TLMA Director.

Please note that, as indicated in the RFP, the role of the TLMA Director is to determine whether or not County staff or the RFP review panel followed the selection process outlined in the RFP and whether the RFP materials were materially ambiguous or inconsistent so as to give the selected Proposer(s) an unfair advantage.

Please also note that it is not my role to second-guess County staff or the RFP review panel as to the relative strengths or weaknesses of the submitted Proposals. I have committed to not substitute my judgment for that of staff or the RFP review panel, so long as the RFP process has been substantially followed.

As noted in your Appeal, a copy of which is attached, the basis of your Appeal are as follows:

- The Appeal alleges that there are several zoning conflicts, and that by allowing applicants that violate zoning and buffer requirements, the process is materially inconsistent with the RFP and associated policy and evaluation criteria.
- The Appeal alleges that the RFP requires retail locations to meet a buffer requirement of 1,000-ft. from childcare centers, K-12 schools, and public parks and youth centers (with a minimum of 650 ft.).
- The appeal alleges that the RFP states that retail locations must exhibit a zone that allow retail activities.
- The Appeal alleges that if a proposal fails any of the listed criteria, it should be excluded from consideration.
- The Appeal alleges that 10 other proposals (including alleged conflicts between 190053 and 190054) should have been ruled out since they violate the ordinance provisions regarding the separation requirements listed above, or the provisions that retailers must be separated by at least 1000 ft. from each other.

I have reviewed your Appeal, and after close scrutiny, have determined that it does have merit, and is hereby approved. Your proposal is being included as one of the proposals (No. 24 Rank) that is being recommended to move forward and process a CUP. This is based on the following:

- My review of the locations of CAN190054 and CAN190053 confirms that they appear to be within 1000 ft. of each other, even though they are separated by I-215. As such, although both will be recommended to be allowed to move forward and process a CUP, only one may ultimately be approved in order to comply with the 1000 ft. separation requirement. In order to keep the minimum number of proposals that could be approved, after considering the 1000 ft. separation requirement, to no less than the 19 approved in the implementation plan, we are recommending to add another proposal, for a total of 24 that will be allowed to process. Since your proposal (CAN 190006) is the next highest ranked after the other 23 originally recommended on our list of June 17 that could be approved without creating a 1000 ft. conflict with the top-ranked 19, it is being recommended to be added and allowed to process.

Although your appeal is deemed to have merit based on the above, I did want to respond to the other points raised in your Appeal, which we are not in agreement with, as stated below:

- Conflicts with CAN190080 – Although it is correct that this property is not currently zoned for retail use, this does not disqualify it from consideration to move forward, it merely affects their scoring. The applicant will need to apply for a Change of Zone, which was acknowledged in their application. There are other sites that will also need Change of Zones.

- CAN190055 – Although the site appears to be less than 1,000 ft. from a YMCA youth Center, the ordinance specifies that there are provisions to allow a reduction to the State required separation from “sensitive uses” of 600 ft. through a variance. This therefore does not prohibit them from the opportunity to move forward and process an application.
- CAN190040 – Alleged violation of being too close to a smoke shop (500 ft. requirement). This applies to properly approved and permitted smoke shops. Tobacco/smoke/vape shops require Plot Plan approval. It does not appear that there is a valid Plot Plan in place for that use. Additionally, the smoke shop in question appears to be over 500 ft. from this site, when measured building-to-building.
- CAN190048 – Alleged improper zoning due to being in a Specific Plan (SP) Zone. This site is located within PA10 of the Borel Airport Center SP (SP00265). The SP Ordinance defers development and uses to Ordinance No. 348, Section 9.50 (C-P-S Zone), which allows Cannabis businesses, subject to the CUP process.
- CAN190109 – Although within the 1000 ft. conflict with CAN190053, they are both allowed to process at-risk to determine who obtains approval first, as stated in the Request for Proposal - Questions & Answers (#3), which was included in the RFP.
- CAN190103 – Alleges separation of 400ft from the French Valley swim academy and 220ft to Winchester Smoke & Gift. The swim academy appears to be a home-based business, rather than an approved commercial use. Primary use of property is residential. No building for the proposed cannabis business exists. Depending upon where the new building is located on the property, the 500ft separation could be met. The smoke shop in question appears to be over 500 ft. from this site, when measured smoke-shop building to site property line, and it should be noted that the proposed building for this site (which is currently vacant) can be designed to increase the separation further.
- CAN190013 – Alleges within 1000 ft. separation of CAN190027. CAN190013 is not recommended to move forward and process.
- CAN190116 – Alleges within 1000 ft. separation of CAN190050: CAN190116 is not recommend to move forward and process.
- CAN190015 – Alleges within 1000 ft. separation of CAN190027. CAN190015 is not recommend to move forward and process.

We appreciate your interest in submitting a proposal, and we will be recommending your proposal be allowed to submit an application for a CUP.

Sincerely,



Juan C. Perez,
Assistant CEO/TLMA Director

Flores, Robert

From: Lori Rhodes <lori@cannabisadvising.com>
Sent: Monday, June 24, 2019 10:40 AM
To: Cann Planning
Cc: Gasper Guarrasi
Subject: APPEAL OF CANNABIS RFP AWARD: EMPIRE CONNECT
Attachments: Riverside County Letter of Appeal - Empire Connect - Submission of Appeal.pdf

CAUTION: This email originated externally from the **Riverside County** email system.
DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

Dear Riverside County Planning Department - Cannabis,

Please find attached a PDF of the RFP Ranking Letter of Appeal for Empire Connect. Please advise that this has been received. Thank you very much.

Thank You,

Lori Rhodes
Director of Operations



CANNABIS ADVISING PARTNERS

800 E Ocean Blvd., Suite 105

Long Beach, CA 90802

Tel: (800) 819-0149

Cell: (714) 595-9751

Web: www.CannabisAdvising.com



June 21, 2019

Riverside County Planning Department
4080 Lemon Street - 12th Floor
Riverside, CA 92502
Phone: (951) 955-3200
Fax: (951) 955-1811
CannPlanning@rivco.org

RE: CANNABIS RETAILER RFP RANKING APPEAL - Empire Connect (CAN190006)

Dear Riverside County Planning Department:

We have attached an appeal from our client, Empire Connect (CAN190006), along with data and documentation supporting the appeal.

We appreciate your help and all the efforts you are putting into the cannabis program within Riverside County. We look forward to your response.

Sincerely,

A handwritten signature in black ink, appearing to read "Gasper Guarrasi", with a long horizontal flourish extending to the right.

Gasper Guarrasi
CEO, CAP

Memorandum of Appeal

Date: June 21, 2019

To: Riverside County Planning Department

From: Michael Lee on behalf of Empire Connect

Applicant File #: CAN190006

Based on the following factors, we are requesting an appeal in response to the RFP Ranking for Commercial Cannabis Retailers:

Grounds of Appeal:

The selection process was unfair in that the County failed to follow the stated selection process which gave an unfair competitive advantage to the selected Proposer(s) and the selection process was not modified or waived pursuant to the RFP.

Facts and Description of Grounds of Appeal:

The attached table and maps support the list of zoning conflicts and buffer zone conflicts below, which leads to a number of currently high-ranked applicants being disqualified. We propose that by allowing applicants that violate zoning and buffer requirements stated in the RFP, the process is materially inconsistent with the RFP and associated policy and evaluation criteria. Please see RFP references below and the attached table and maps for details.

On page 18 of the revised RFP issued March 20th, 2019, it elaborates that cannabis retail locations must be 1,000 ft from child care centers, k-12 schools, public parks or youth centers, and even with a possible variance, would need to be 650 ft away as an absolute minimum.

On page 18 of the revised RFP issued March 20th, 2019, it also states that cannabis retail locations must exhibit a zone that allows retail sales activities pursuant to ordinance No. 348.

On page 22 of the revised RFP issued March 20th, 2019, it states that if a proposal fails any of the listed criteria, the proposal will be excluded from consideration and a 50% deposit will be returned to the proposer. Question 51 and 142 in Attachment 5 of the RFP issued March 20th, 2019, are related to RFP pages 18 and/or 22, and state the following: (see excerpts below)

51.	Q:	If the proposed Retail Sales operation is within a 500 feet from a smoke shop at the time of submittal but will not be there upon approval of a CUP, will that remove the proposed project from the process?
	A:	The Proposal review process will consider the current factors relating to the proposed project. If it is discovered that the proposed project is within 500 feet of a smoke shop or similar use, the application will be returned during the 1 st phase of review with a 50% refund. This criteria has been added to the evaluation form, as County Ordinance No. 348 does not allow these locations. Further, if a project receives a top ranking, allowing them to proceed with a CUP, and it is determined that the property is located within 500-feet of a smoke shop or similar use, the CUP cannot be approved and the application will be denied.

142.	Q:	I was wondering how far [a Cannabis Retail storefront has] to be from a library. YMCA?
	A:	The separation criteria for a Cannabis Retail sales facility is a minimum of 1,000-feet to any Child Day Care Center, a K-12 school, a public park or a Youth Center. The distance shall be measured from the nearest points of the respective lot lines using a direct straight-line measurement. A library does not qualify as one of these uses. However, a Youth Center is defined as "Any public or private facility that is primarily used to host recreational or social activities for minors, including, but not limited to, private youth membership organizations or clubs, social service, teenage club facilities, video arcades, or similar amusement park facilities." Therefore, the YMCA would be considered a Youth Center and the 1,000-foot criteria would be maintained. Note, however that this location requirement may be modified with the approval of a variance pursuant to Section 18.27 of the ordinance but in no case shall the distance be less than allowed by State law. If a variance is requested, it must be discussed in your proposal within the separation section. Note also that any use where the <u>primary function</u> is for the gathering of Youth is considered a Youth Center for this purpose.

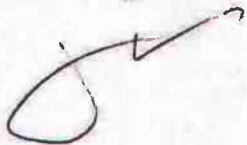
The RFP references from pages 18, 22 and Attachment 5 above show that the process is materially inconsistent with the RFP. Our contention is that the zoning and buffer zone violations below would have been treated in such a way as to rule out several applicants, if the RFP had been adhered to. (see table and maps attached)

The following list shows applicant file numbers that violate one or more of the references above from the RFP:

CAN190080	Buffered out by applicant CAN190053 (236 ft)(see map screenshot); Improper Zoning -address located in CO Zone (not a listed approved zone ordinance No 348.4898 section 19.518)
CAN190055	Approx 650 ft from YMCA Youth Center - called & confirmed - measured parcel to parcel - 1,000 ft buffer for youth centers required - ordinance 348.4898 section 19.519, A,3; Approx 490 Ft Avant-Garde Foster Family Agency
CAN190040	Approx 430 ft from One Love Smoke Shop (measured parcel to parcel)(violation of 500 ft smoke shop buffer (ordinance No 348.4898 section 19.519, A, 3)
CAN190054	Buffered out by applicant CAN190053 (837 ft) (see map screenshot)
CAN190048	Imppoper zoning - address located in SP Zone (not a listed approved zone ordinance No 348.4898 section 19.518)
CAN190109	Buffered out by applicant CAN190053 (692 ft) (see map screenshot)
CAN190103	Approx. 400 ft from French Valley Swim Academy (measured parcel to parcel); (1,000 ft buffer for youth centers required by ordinance No 348.4898 section 19.519, A, 3) Approx 220 ft from Winchester Smoke & Gift (measured parcel to parcel)(violation of 500 ft smoke shop buffer (ordinance No 348.4898 section 19.519, A, 3)
CAN190013	Buffered out by applicant CAN190027
CAN190116	Buffered out by applicant CAN190050
CAN190015	Still zoned out due to applicant CAN190027

We greatly appreciate the time and energy that the Riverside County Planning Department has invested into the RFP process and we look forward to your response.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Lee". The signature is stylized with a large loop at the beginning and a sharp upward stroke at the end.

Michael Lee
Empire Connect

Cannabis RFP Response Rankings - Revised

File #	Applicant/ Business Name	APN	Address	Notes	Original Rank	Corrected Rank
CAN190053	The Artist Tree IVA, LLC	247042020	240 Iowa Ave		1	1
CAN190080	Excel Riverside Inc	247091062	1270 Center Street	Buffered out by applicant CAN190053 (236 ft) (see map screenshot) Improper Zoning - address located in CO Zone (not a listed approved zone ordinance No 348 4898 section 19 518)	2	
CAN190055	The Artist Tree IVA, LLC	115241012	3833 Temescal Street	Approx 650 ft from YMCA Youth Center - called & confirmed - measured parcel to parcel - 1,000 ft buffer for youth centers required - ordinance 348 4898 section 19 519, A,3. Approx 490 Ft Avant-Garde Foster Family Agency	3	
CAN190043	Nibble This - Lake Elsinore, LLC	381273029	17139 Grand Ave		4	2
CAN190040	Nibble This - Riverside County, LLC	307170019	29510 Nuevo Rd	Approx 430 ft from One Love Smoke Shop (measured parcel to parcel)(violation of 500 ft smoke shop buffer (ordinance No 348 4898 section 19.519, A, 3)	5	
CAN190034	EEL - Riverside County, LLC	650360021	72064 Adelaid St		6	3
CAN190039	Coronita Helping Hands, LLC	102102021	2000 Frontage Rd		7	4
CAN190044	EBC - Hemet, LLC	438230042	41007 E Florida Ave		8	5
CAN190054	The Castle (Jon Haratyk)	246123024	0 Unassigned	Buffered out by applicant CAN190053 (857 ft) (see map screenshot)	9	
CAN190048	Fausto Atilano	963030005	0 Unassigned	Improper zoning - address located in SP Zone (not a listed approved zone ordinance No 348.4898 section 19 518)	10	

Cannabis RFP Response Rankings - Revised

File #	Applicant/ Business Name	APN	Address	Notes	Original Rank	Corrected Rank
CAN190109	Peoples Riverside, LLC	246110003	125 La Cadena Dr	Buffered out by applicant CAN190053 (692 ft) (see map screenshot)	11	
CAN190038	F2-Palm Desert, LLC	748370011	39420 Berkey Dr		12	6
CAN190042	Healthy Desert Enterprise, LLC	246150005	381 W La Cadena Dr		13	7
CAN190050	Lakewise Solutions, LLC	381251025	17393 Grand Ave		14	8
CAN190036	CPR Winchester, LLC	463117049	28384 Winchester Rd		15	9
CAN190027	Kindlife	551240011	43041 Florida Ave		16	10
CAN190103	Bear Creek Consulting Group, Inc	963070014	0 Unassigned	Approx. 400 ft from French Valley Swim Academy (measured parcel to parcel); (1,000 ft buffer for youth centers required by ordinance No 348.4898 section 19.519, A, 3) Approx 220 ft from Winchester Smoke & Gift (measured parcel to parcel)(violation of 500 ft smoke shop buffer (ordinance No 348.4898 section 19.519, A, 3)	17	
CAN190012	Harvest (Sandra Christensen)	458221007	0 Unassigned		18	11
CAN190026	Riverside Wellness, LLC	247082001	451 Iowa Ave		19	12
CAN190013	Harvest (Sandra Christensen)	551240005	0 Unassigned	Buffered out by applicant CAN190027	X	

Cannabis RFP Response Rankings - Revised

File #	Applicant/ Business Name	APN	Address	Notes	Original Rank	Corrected Rank
CAN190101	Green Goddess Riverside, LLC	519162007	0 Unassigned		20	13
CAN190031	Riverside 19700 (La Corona Wellness)	277110040	19700 Temescal Canyon Rd		21	14
CAN190116	Left Coast, LLC	381251005	17421 Grand Ave	Buffered out by applicant CAN190050	X	
CAN190068	Roots Mecca (Vadim Pinsky)	727100030	90480 66th Ave		22	15
CAN190111	Green Goddess Riverside, LLC	563100014	54900 Pine Crest Ave		23	16
CAN190015	Harvest (Sandra Christensen)	551240037	0 Unassigned	Still zoned out due to applicant CAN190027	X	
CAN190006	Empire Connect	387103006	15573 Grand Ave		X	17

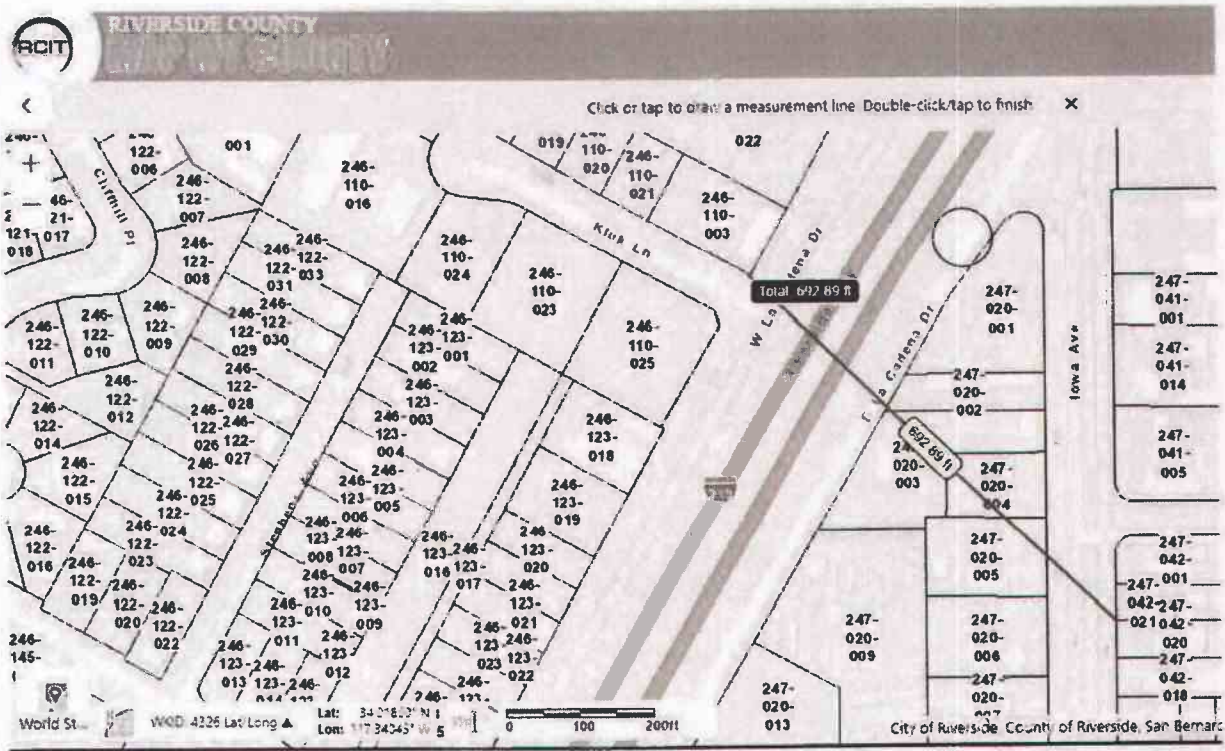
**Map#1 Showing Distance Between
Applicant Rank 1 and Applicant Rank 11**

Applicant CAN190053 - RANK 1 (Parcel 247-042-020)

BUFFERS OUT

Applicant CAN190109 RANK 11 (Parcel 246-110-003)

DISTANCE: 629FT



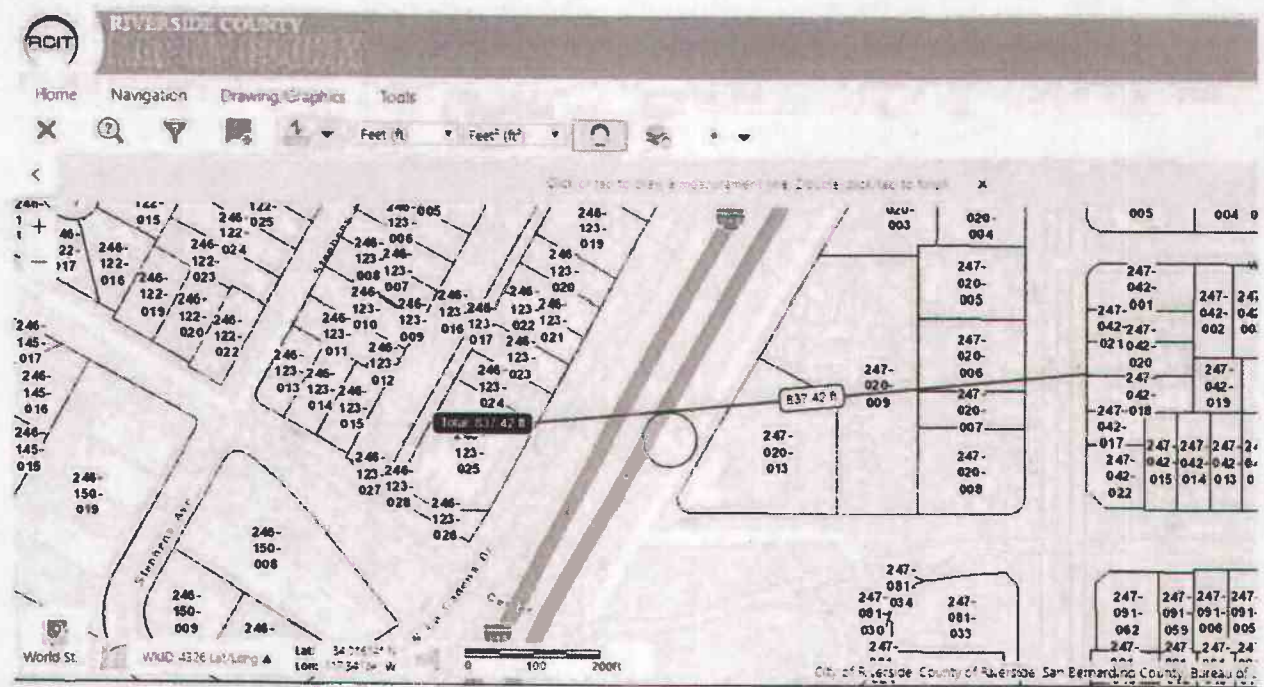
**Map#2 Showing Distance Between
Applicant Rank 1 and Applicant Rank 9**

Applicant CAN190053 - RANK 1 (Parcel 247-042-020)

BUFFERS OUT

Applicant CAN190054 RANK 9 (Parcel 246-123-024)

DISTANCE: 837FT



Map#3 Showing Distance Between Applicant Rank 1 and Applicant Rank 2

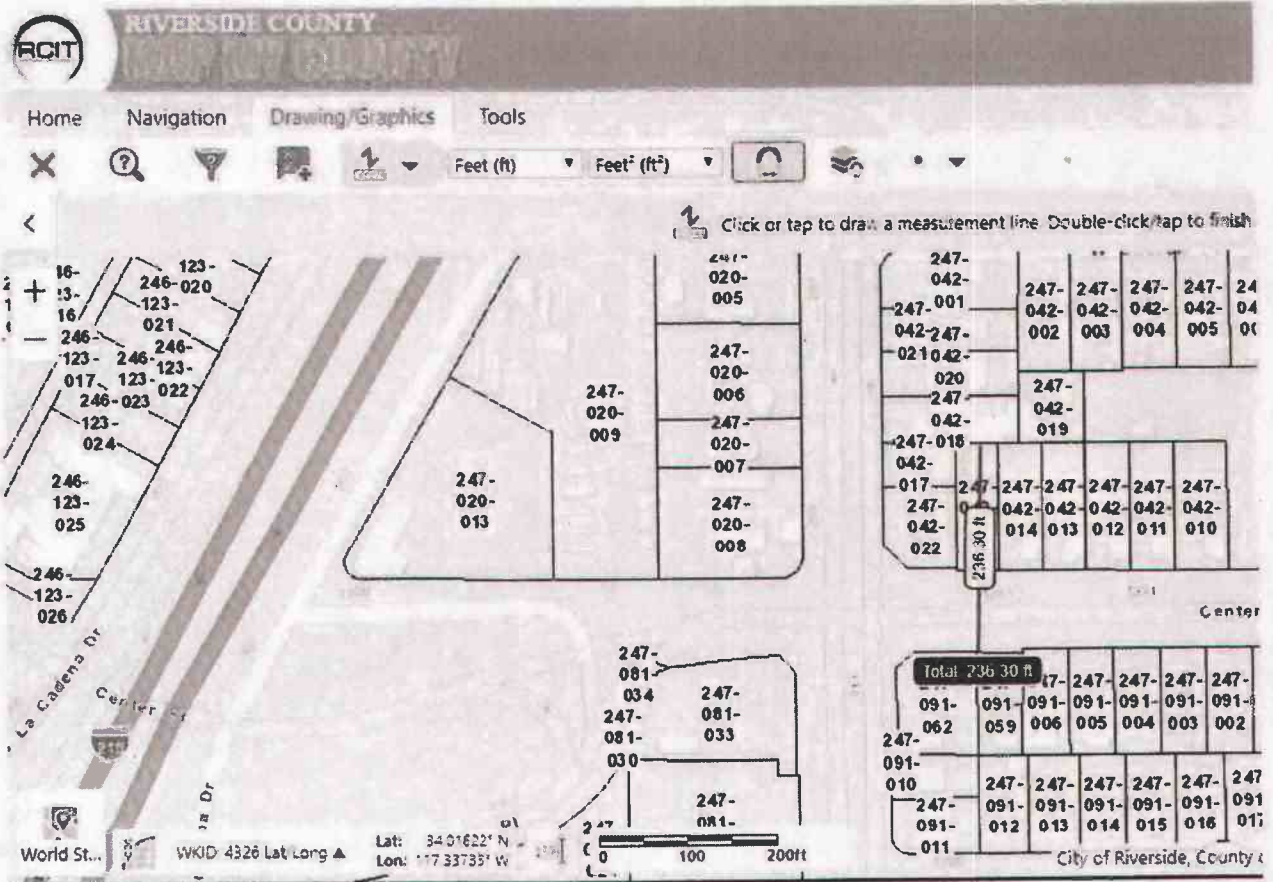
Applicant CAN190053 - RANK 1 (Parcel 247-042-020)

BUFFERS OUT

Applicant CAN190080 RANK 2 (Parcel 247-091-062)*

DISTANCE: 236FT

*Applicant CAN190080 is also in the CO Zone – not a designated zone for commercial cannabis





Cannabis Request for Proposal (RFP) Question & Answers



Clarifications on the process –

- **Only Pre-registered applicants who submitted an Interested Parties Form will be able to submit an application for the RFP process for consideration.**
- If you are ranked as a top 19 Retail Sales or top 50 Cultivation proposal it does not guarantee that you will obtain an approval for a Land Use Permit. After you are ranked you must apply for a Conditional Use Permit (CUP) through the Land Use Process.
- All types of Cannabis uses in the County must apply for a Conditional Use Permit and must go to a hearing before the Planning Commission for a recommendation to the Board of Supervisors (BOS) and before the BOS for a final decision.
- During the Conditional Use Permit process applicants will be required to enter into a Developer Agreement (DA).
- The following questions were posed to the County at the March 5, 2019 and March 6, 2019 Interested Parties Workshops and emailed to staff during the period of March 5, 2019 to March 20, 2019. Responses are based on the understanding of each question posed. It is the responsibility of the Proposers to review answers and best apply them to their Proposal.

Questions and Answers:

1.	Q:	Are we allowed to cultivate non-flowering plants? Will non-flowering plants count against the allowable square footage? Do non-flowering plants need to be covered?
	A:	<p>Cannabis Nurseries are not required to propagate plants in mixed light structures or indoor, but mature plants may not remain on the site and must be removed once matured. This use must have a Nursery License.</p> <p>If the plants will be cultivated to maturity they must be covered and they will count towards the Cannabis canopy. This use must have a Cultivating License.</p> <p>Note that Cannabis cultivators may propagate immature plants. The areas for propagation must be indicated on the provided site plan and these plants must be moved to the allowable canopy areas once they mature. At no time may mature plants exceed the canopy area that has been permitted on the property with a CUP. At no time may a Cannabis cultivator sell immature (nursery plants) or propagate nursery plants for others.</p>
2.	Q:	Is there an update regarding the W-2 form in the RFP process?
	A:	<p>Cannabis activities are currently not allowed in the W-2 Zone and therefore, excluded from the RFP process but research regarding the W-2 Zone is currently being reviewed. Recommendations for this Zone as well as the R-R and R-A Zones will be presented to the Planning Commission and the Board for review and consideration later this year.</p>
3.	Q:	How will applicants be notified if they are within 1,000 feet from another Cannabis proposed operation?
	A:	<p>During the ranking process proposals will be reviewed to determine if any proposed Retail Sales Cannabis operations are within 1000 feet from another proposed Retail Sales Cannabis operation. If both proposals are in the included rankings, Proposers will be notified that they are within 1,000 feet from another Cannabis operation and informed that the first applicant to complete and receive CUP approval will be given the permit. Each applicant would then be proceeding at risk as to who obtains the permit first.</p>



COUNTY OF RIVERSIDE

Transportation and Land Management Agency

Juan C. Perez

Assistant CEO/TLMA Director



Transportation Department

Planning Department

Building and Safety Department

Code Enforcement Department

June 27, 2019

Homeland Holistic Care LLC
Attn: Chad A. Franks &
Douglas P. Heldoorn

Via E-mail: chad@sdmr.co

RE: Appeal – CAN190041

Dear Mr. Franks & Mr. Heldoorn:

Thank you for your interest in the County's Commercial Cannabis Retailer Request for Proposal (RFP) process. The County received 119 overall responses to the proposal request. Of the submitted Cannabis Retailer Proposals, 68 responders passed the initial completion check and were ranked by the RFP review panel. That panel consisted of six uniquely qualified Riverside County staff members from a variety of County Departments.

Staff ranked these proposals based on the published RFP criteria. The staff recommended ranking list was released on June 17, 2019. That list includes the Cannabis Retail proposals that are being recommended to be allowed to proceed with a Conditional Use Permit (CUP) application.

You are receiving this letter because you filed an Appeal of the staff recommended list, pursuant to the published RFP for dated March 20, 2019, Section X "Appeal Procedure". Your appeal was timely filed, and has been carefully reviewed by the TLMA Director.

Please note that, as indicated the in RFP, the role of the TLMA Director is to determine whether or not County staff or the RFP review panel followed the selection process outlined in the RFP and whether the RFP materials were materially ambiguous or inconsistent so as to give the selected Proposer(s) an unfair advantage.

Please also note that it is not my role to second-guess County staff or the RFP review panel as to the relative strengths or weaknesses of the submitted Proposals. I have committed to not substitute my judgment for that of staff or the RFP review panel, so long as the RFP process has been substantially followed.

As noted in your Appeal, a copy of which is attached, the basis of your Appeal are as follows:

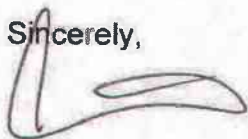
- The Appeal alleges that an administrative error occurred in the County's review of the application, in that the zoning of the property is C-P-S (Commercial Scenic Highway), which is an allowable zone for cannabis retailers under County Ordinance 348.
- It submits a copy of a County "Map My County" GIS database property profile showing that APN 459-161-002 is zoned C-P-S.
- The appeal alleges that the proposal should have received an additional 12.5 points under Section 6 of the RFP for being within a zone that allows cannabis retailers.

I have reviewed your Appeal, and after close scrutiny, have determined that it does not have merit, and is hereby denied. This is based on the following:

- A careful review of the submitted proposal indicates that the proposed site actually covers two parcels, APN 459-161-002 and APN 459-161-001. This is depicted in the Site Plan exhibit included in the proposal, which shows the site covering approximately 128 feet of frontage along Highway 74 and bounded by Guthridge Lane on its western boundary, through which it takes access via a driveway.
- Although the zoning on APN 459-161-002 is C-P-S, the zoning on the adjacent APN 459-161-001 which is next to Guthridge Lane is R-R (Rural Residential), which is not an allowed zone for cannabis retailers. A copy of the "Map My County" property profile for APN 459-161-001 is attached. In cases where a project spans more than one parcel, all parcels have to have the appropriate zoning, or process a zone change application, and ultimately a parcel merger.
- A close review of the Appeal shows that a new Addendum (Addendum No. 3) has been submitted to the Commercial Property Purchase Agreement and Joint Escrow Instructions. This new Addendum 3 attempts to amend the original submitted Agreement, which referenced APN 459-161-001 (zoned R-R) to APN 459-161-002 (zoned C-P-S) throughout the Agreement. However, RFP Question and Answer section, which was included in the RFP, makes it clear (Q&A #191) that "once the RFP has been submitted to the County you will not have the opportunity to revise the content".

Please note that, although this proposal is not being recommended to move forward at this time, the County will re-evaluate the program after the first year of implementation and determine how we will proceed in future years. We appreciate your interest in submitting a proposal, and urge you to stay involved as the program progresses in the future.

Sincerely,



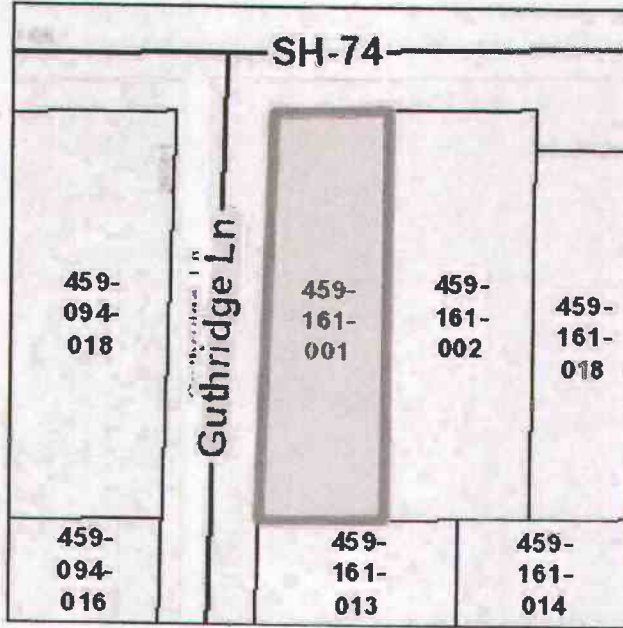
Juan C. Perez,
Assistant CEO/TLMA Director



Riverside County Parcel Report

APN(s) 459161001

MAPS/IMAGES



PARCEL

APN 459-161-001-1

Previous APN 000-000-000

Owners 459-161-001
 MANUEL F ACEVEDO
 ROSARIO ACEVEDO

Address 459-161-001
 NOT AVAILABLE

Mailing Address 459-161-001
 28125 PATTI LN
 ROMOLAND CA 92585

Legal Description 459-161-001
 Recorded Book/Page: MB 13/1
 Subdivision Name: HOMELAND
 Lot/Parcel: 1
 Block: A
 Tract Number: 0

Lot Size 459-161-001
 Recorded lot size is 0 acres

Property Characteristics 459-161-001
 Year Constructed: 1776

Number of Baths: 0
 Number of Bedrooms: 0
 Construction Type: SPECIAL CONSTRUCTION
 Garage Type:
 Property Area (sq ft): 0
 Roof Type: UNKNOWN
 Number of Stories:
 Pool: NO
 Central Cool: YES
 Central Heat: YES

Supervisory District CHUCK WASHINGTON, DISTRICT 3

Township/Range T5SR2W SEC 17 NW

Elevation Range (ft.) 1604 - 1608

Thomas Bros. Maps Page/Grid Page: 839 GRID: C1

Indian Tribal Land Not in a Tribal Land

City Boundary Not in a city

City Spheres of Influence Not in a city sphere

Annexation Date N/A

LAFCO Case N/A

Proposals N/A

March Joint Powers

<u>March Joint Powers Authority</u>	Not in the jurisdiction of the March Joint Powers Authority	<u>Conservation Plan) Plan Area</u>	
<u>County Service Area</u>	HOMELAND #80 - LIGHTING	<u>WRMSHCP (Western Riverside County Multi-Species Habitat Conservation Plan) Cell Group</u>	Not in a Cell Group
PLANNING more...			
<u>Specific Plans</u>	Not in a Specific Plan	<u>WRMSHCP Cell Number</u>	Not in a Cell Number
<u>Land Use Designations</u>	CR	<u>HANS/ERP (Habitat Acquisition and Negotiation Strategy/Expedited Review Process)</u>	Project: N/A Conserve: Status: Notes: Intake Num: LMS Case:
<u>General Plan Policy Overlays</u>	HIGHWAY 79 POLICY AREA	<u>Vegetation (2005)</u>	Urban or development Mapping Unit
<u>Area Plan (RCIP)</u>	Harvest Valley / Winchester	FIRE	
<u>General Plan Policy Areas</u>	Not in a General Plan Policy Area	<u>Fire Hazard Classification (Ord. 787)</u>	Not in a Fire Hazard Zone
<u>Zoning Classifications (ORD. 348)</u>	Zoning R-R CZ Number: 0	<u>Fire Responsibility Area</u>	Not in a Fire Responsibility Area
<u>Zoning Overlays</u>	Not in a Zoning Overlay	DEVELOPMENT FEES	
<u>Historical Preservation Districts</u>	Not in a Historical Preservation District	<u>CVMSHCP (Coachella Valley Multi-Species Habitat Conservation Plan) Fee Area (Ord 875)</u>	NOT IN THE COACHELLA VALLEY MSHCP FEE
<u>Agricultural Preserve</u>	Not in an Agricultural Preserve	<u>WRMSHCP (Western Riverside County Multi-Species Habitat Conservation Plan) Fee Area (Ord 810)</u>	WESTERN RIVERSIDE COUNTY
<u>Airport Influence Areas</u>	MARCH AIR RESERVE BASE	<u>Western TUMF (Transportation Uniform Mitigation Fee Ord. 824)</u>	IN OR PARTIALLY WITHIN A TUMF FEE AREA.
<u>Airport Compatibility Zones</u>	MARCH AIR RESERVE BASE, ZONE E	<u>Eastern TUMF (Transportation Uniform Mitigation Fee Ord. 673)</u>	NOT IN THE EASTERN TUMF FEE AREA
<u>Zoning Districts/Areas</u>	HOMELAND AREA	<u>Road & Bridge Benefit District</u>	NOT IN AN ROAD/BRIDGE BENEFIT DISTRICT
<u>Community Advisory Councils</u>	WINCHESTER/HOMELAND MAC	<u>DIF (Development Impact Fee Area Ord. 659)</u>	HARVEST VALLEY/WINCHESTER, AREA 16
<u>Residential Permit Statistics</u>	N/A Expected Units: BRS Permit Units: Final Issued Active Current Permits: Cumulative Total: % of Expected:	<u>SKR Fee Area (Stephen's Kagaroo Rat Ord. 663.10)</u>	In or partially within the SKR Fee Area
ENVIRONMENTAL more...			
<u>CVMSHCP (Coachella Valley Multi-Species Habitat Conservation Plan) Plan Area</u>	NOT IN THE COACHELLA VALLEY MSHCP FEE	<u>Development Agreements</u>	Agreement # Not in a Dev Agreement Amendment # Expiration Date Line
<u>CVMSHCP (Coachella Valley Multi-Species Habitat Conservation Plan) Conservation Area</u>	NOT COACHELLA VALLEY CONSERVATION	TRANSPORTATION more...	
<u>CVMSHCP Fluvial Sand Transport Special Provision Areas</u>	NOT IN A FLUVIAL SAND TRANSPORT		
<u>WRMSHCP (Western Riverside County Multi-Species Habitat Conservation Plan) Plan</u>	WESTERN RIVERSIDE COUNTY		

TRANSPORTATION more...

Circulation Element Ultimate Right-of-Way IN OR PARTIALLY WITHIN A CIRCULATION

Road Book Page 103B

Transportation Agreements Contract Number: Not in a Trans Agreement

CETAP (Community and Environmental Transportation Acceptability Process) Corridors Not in a CETAP Corridor

HYDROLOGY

Flood Plain Review *MAYBE REQUIRED, CONTACT RIVERSIDE

Flood Control District RIVERSIDE COUNTY FLOOD CONTROL

Watershed SAN JACINTO VALLEY

Water District EASTERN MUNICIPAL WATER DISTRICT

GEOLOGIC

Fault Zone NOT IN A FAULT ZONE

Faults NOT IN A FAULT LINE

Liquefaction Potential Low

Subsidence Susceptible

Paleontological Sensitivity HIGH SENSITIVITY (HIGH B): SENSITIVITY EQUIVALENT TO HIGH A, BUT IS BASED ON THE OCCURRENCE OF FOSSILS AT A SPECIFIED DEPTH BELOW THE SURFACE. THE CATEGORY HIGH B INDICATES THAT FOSSILS ARE LIKELY TO BE ENCOUNTERED AT OR BELOW FOUR FEET OF DEPTH, AND MAY BE IMPACTED DURING EXCAVATION BY CONSTRUCTION ACTIVITIES.

MISCELLANEOUS

School Districts ROMOLAND & PERRIS UNION HIGH

Communities Homeland

Lighting (Ord. 655) Zone: B

2010 Census Tract 427.23

Farmland URBAN-BUILT UP LAND

Special Notes NO SPECIAL NOTES

Tax Rate Area & District Name 089015 - CO FREE LIBRARY
089015 - CO STRUCTURE FIRE PROTECTION
089015 - CO WASTE RESOURCE MGMT DIST
089015 - CSA 146089015 - CSA 152
089015 - CSA 80 *
089015 - EMWD
089015 - EMWD IMP DIST 2
089015 - FLOOD CONTROL ADMIN
089015 - FLOOD CONTROL ZN 4
089015 - GENERAL
089015 - GENERAL PURPOSE
089015 - MT SAN JACINTO JR COLLEGE
089015 - MWD EAST 1301999
089015 - PERRIS AREA ELEM SCHOOL FUND
089015 - PERRIS JR HIGH AREA FUND
089015 - PERRIS UNION HS
089015 - PERRIS VALLEY CEMETERY
089015 - RDV PROJ 3-HOMELAND
089015 - RIV CO REGIONAL PARK & OPEN SF
089015 - RIVERSIDE CO OFC OF EDUCATION
089015 - ROMOLAND SCHOOL
089015 - SAN JACINTO BASIN RESOURCE
089015 - SO. CALIF. JT(19,30,33,36,37,56)
089015 - VALLEY HEALTH SYSTEM HOSP

PLUS PERMITS & CASES**Administrative Cases**

Case	Case Description	Status
N/A	N/A	N/A

Building and Safety Cases

Case	Case Description	Status
BT1060386	TI-HOMELAND DRIVING SCHOOL-OCCUPANCY-PP21611	FINAL

Code Cases

Case	Case Description	Status
N/A	N/A	N/A

Fire Cases

Case	Case Description	Status
FHAZ0005146		CLOSED
FHAZ0105462		CLOSED
FHAZ0308581		CLOSED
FHAZ0505462		CLOSED
FHAZ1906167		OPEN
FHAZ9102261		CLOSED
FHAZ9403085		CLOSED
FHAZ9505309		CLOSED
FHAZ9601085		CLOSED
FHAZ9704522		CLOSED

Planning Cases

Case	Case Description	Status
CAN190041	RFP COMMERCIAL CANNABIS	APPLIED
HR01053	REBUILD LETTER	PAID
HR01294	REBUILD LETTER, THE OWNER IS WANTING TO SEEL THE P ROPERTY, THE LETTER IS REQUESTED BY THE BANK.SENT TO MURRIETA 9/19/05	PAID
PP21611	CHANGE USE FROM VIDEO STORE TO DRIVING SCHOOL W/PA RKING/MINOR PLOT PLAN APPL OK PER RON GOLDMAN PER COMMENTS ON PARCEL 459-161-002 ON 2/17/06.	APPROVED

Survey Cases

Case	Case Description	Status
N/A	N/A	N/A

Transportation Cases

Case	Case Description	Status
N/A	N/A	N/A

DEPARTMENT of ENVIRONMENTAL HEALTH PERMITS**Septic Permits**

Record Id	Application Date	Plan Check Approved Date	Final Inspection Date	Approved Date
N/A	N/A	N/A	N/A	N/A

Well Water Permits

Record Id	PE	Permit Paid Date	Permit Approved Date	Well Finaled Date
N/A	N/A	N/A	N/A	N/A

*** DISCLAIMER ***

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



Cannabis Request for Proposal (RFP) Question & Answers



Clarifications on the process –

- **Only Pre-registered applicants who submitted an Interested Parties Form will be able to submit an application for the RFP process for consideration.**
- If you are ranked as a top 19 Retail Sales or top 50 Cultivation proposal it does not guarantee that you will obtain an approval for a Land Use Permit. After you are ranked you must apply for a Conditional Use Permit (CUP) through the Land Use Process.
- All types of Cannabis uses in the County must apply for a Conditional Use Permit and must go to a hearing before the Planning Commission for a recommendation to the Board of Supervisors (BOS) and before the BOS for a final decision.
- During the Conditional Use Permit process applicants will be required to enter into a Developer Agreement (DA).
- The following questions were posed to the County at the March 5, 2019 and March 6, 2019 Interested Parties Workshops and emailed to staff during the period of March 5, 2019 to March 20, 2019. Responses are based on the understanding of each question posed. It is the responsibility of the Proposers to review answers and best apply them to their Proposal.

Questions and Answers:

1.	Q: Are we allowed to cultivate non-flowering plants? Will non-flowering plants count against the allowable square footage? Do non-flowering plants need to be covered?
	A: Cannabis Nurseries are not required to propagate plants in mixed light structures or indoor, but mature plants may not remain on the site and must be removed once matured. This use must have a Nursery License. If the plants will be cultivated to maturity they must be covered and they will count towards the Cannabis canopy. This use must have a Cultivating License. Note that Cannabis cultivators may propagate immature plants. The areas for propagation must be indicated on the provided site plan and these plants must be moved to the allowable canopy areas once they mature. At no time may mature plants exceed the canopy area that has been permitted on the property with a CUP. At no time may a Cannabis cultivator sell immature (nursery plants) or propagate nursery plants for others.
2.	Q: Is there an update regarding the W-2 form in the RFP process?
	A: Cannabis activities are currently not allowed in the W-2 Zone and therefore, excluded from the RFP process but research regarding the W-2 Zone is currently being reviewed. Recommendations for this Zone as well as the R-R and R-A Zones will be presented to the Planning Commission and the Board for review and consideration later this year.
3.	Q: How will applicants be notified if they are within 1,000 feet from another Cannabis proposed operation?
	A: During the ranking process proposals will be reviewed to determine if any proposed Retail Sales Cannabis operations are within 1000 feet from another proposed Retail Sales Cannabis operation. If both proposals are in the included rankings, Proposers will be notified that they are within 1,000 feet from another Cannabis operation and informed that the first applicant to complete and receive CUP approval will be given the permit. Each applicant would then be proceeding at risk as to who obtains the permit first.

		Cultivation and Retail sales the Microbusiness will be included in that category where the proposal scores the higher score.
181.	Q:	Can we change our canopy size from our pre-reg. form to accomplish a Cultivation focused license application?
	A:	See answers to Questions 8. and 71. Above
182.	Q:	For the business plan portion of the Cultivation proposal submission, is there a general requirement that the proposal documents be of a certain font-size or margin?
	A:	No
183.	Q:	Also, for the business plan portion, are we allowed extra pages for submitting the site plan? Site plans usually take up at least one page in our experience.
	A:	See answer to Question 113. Above
184.	Q:	Subsection (n) of the business plan section identifies that it is allowed a 1 page maximum. Is this in the proper place? Is this 1 additional page in addition to the 5 page maximum? Or does this mean to say this subsection [cannot] be over 1 page within the 5-page business plan?
	A:	The RFP Addendum now states the maximum page limits for all categories.
185.	Q:	If an applicant put 2 APN numbers on one application can he change both of them?
	A:	See answers to questions 53. And 78. Above. Note also that RFP's must be submitted for each location.
186.	Q:	[I've] submitted for pre registrations and got the invitation for workshop. Does this mean I can apply for Cultivation? [Cultivation] deadline is [April] 12th correct and if I planned to do nursery there is no deadline?
	A:	See answer to question 151. Above for nurseries. If you desire to submit an RFP for Cultivation and have the invitation you may submit and RFP pursuant to the RFP requirements.
187.	Q:	Is the prior Cannabis experience only allocated to legal operations only, or can someone who has been in the prop 215 space, allowed to be a qualifying owner?
	A:	Qualified prior Cannabis experience is considered experience with a permitted and non-permitted Cannabis businesses. Please refer to RFP.
188.	Q:	Does the resident have to be in Unincorporated Riverside, or can they be in Riverside County and areas like Murrieta?
	A:	The residency requirement pertains to proposers that are residents of the County or Riverside, including all cities within the County.
189.	Q:	I am in the process of submitting my RFP for commercial Cannabis Microbusiness. I want to make sure that I am on the [pre-registered] list and that is the next step in the process? Do you have a [pre-registered] list of applicants?
	A:	You are a qualified Interested Party if you received an email inviting you to the Interested Party Workshops. A copy of that email is required upon submittal of the RFP.
190.	Q:	My question for the County is "if our application is deemed to be incomplete, will we have an opportunity to amend the application.
	A:	Once the RFP has been submitted to the County you will not have the opportunity to revise the content.
191.	Q:	If we have inadvertently responded to a question incorrectly or incompletely. Will we have an opportunity to correct it?
	A:	Once the RFP has been submitted to the County you will not have the opportunity to revise the content.
192.	Q:	If a general plan amendment is required, how will that affect the selection determination?
	A:	A General Plan Amendment complicates the CUP process. If the amendment is Foundation change, that amendment will not be able to be considered until 2024. Care should be taken if you find yourself in this situation.
193.	Q:	Can I change the scope of my RFP submission to include just Cultivation from the scope submitted for in my [pre-registration] which was Cultivation, Manufacturing and Distribution?
	A:	See answer to question 8. Note that once the RFP is submitted uses may NOT be revised.
194.	Q:	Can I increase the size of the Cultivation area requested in [pre-registration] from 22,000 sq. ft. of indoor grow to 44,000 sq. ft. in the RFP?



Flores, Robert

From: Chad Franks <chad@sdmr.co>
Sent: Sunday, June 23, 2019 2:55 PM
To: Cann Planning
Cc: Hildebrand, John
Subject: APPEAL OF CANNABIS RFP AWARD: HOMELAND HOLISTIC CARE, LLC (CAN190041)
Attachments: Appeal Homeland filed 6.23.19.pdf

CAUTION: This email originated externally from the **Riverside County** email system.
DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

Dear Planning Department:

Homeland Holistic Care LLC hereby respectfully submits its appeal pursuant to the rules and guidance set forth in pages 3 and 4 of the "Cannabis RFP Response Package" released by the Department on June 17, 2019.

Please -- if you do not mind -- confirm receipt of this email when received.

Sincerely,
Chad Franks
(949) 702-1289

APPEAL OF CANNABIS RFP AWARD: (HOMELAND HOLISTIC CARE LLC, CAN190041)

I. Introduction.

Homeland Holistic Care LLC ("Homeland" and/or "Appellant") hereby respectfully appeals the County's decision not to issue an award notification to Appellant.

II. Authority for Appeal.

Homeland appeals on the following basis, as set forth in "Request for Proposals for Commercial Cannabis Retailers – Addendum" (the "Addendum") Section X(1)(b) and as set forth on page 2 of the "Cannabis RFP Response Package" released June 17, 2019, specifically on the grounds that, ***"[t]he selection process was unfair in that the County failed to follow the stated selection process, which gave an unfair competitive advantage to the selected Proposer(s) and the selection process was not modified or waived pursuant to the RFP."***

III. The Facts Upon Which Homeland's Appeal Is Based.

A. Homeland's Statement Complied With the Requirements of Section 6.

Homeland respectfully believes an **administrative error** occurred in the County's review of its application, which had the effect of providing an unfair competitive advantage to the Proposer(s) as follows:

Section 6 of the Addendum states: "Does the Proposal include a statement confirming that the proposed lot Retailer lot exhibit a zone that allows Cannabis Retailers pursuant to Ordinance No. 348?"

In its application, in response to Section 6, Homeland submitted the following signed statement:

To the best of our knowledge, pursuant to Section 19.519 of Ordinance No. 348, the above named property [31525 US Highway 74, Homeland, CA 92585; APN 459-161-002] is eligible for Commercial Cannabis retail sales and eligible for the issuance of a CUP, as it is located in the following zone: **C-P-S.**

See Exhibit A, showing true and correct copies of Sections 1 and Section 6¹ of Homeland's Application, CAN190041. (Emphasis added).

¹ The signed version of the statement in Section 6 is provided in the original and copies filed with the County.

As you can see in Exhibit A, Homeland provided "a statement confirming that the proposed lot Retailer lot exhibits a zone that allows Cannabis Retailers pursuant to Ordinance No. 348." Specifically, Homeland stated under penalty of perjury, " ... APN 459-161-002 is eligible for Commercial Cannabis retail sales and eligible for the issuance of a CUP, as it is located in the following zone: C-P-S." (emphasis added).

This statement was clearly in compliance with the requirements of Section 6 of the addendum and as such Homeland should be awarded an additional 12.5 points.

B. The Property Is Zoned Correctly.

For the avoidance of doubt, it should be noted that Section 19.518 of Ordinance No. 348 states "[s]torefront Cannabis Retailers within a permanent structure are allowed in the following zones... C-1/C-P, C-P-S, I-P, M-SC, M-M and M-H." (emphasis added).

The subject property is in fact zoned as C-P-S. As proof of this Homeland submits a search conducted on APN 459-161-002 on March 20, 2019 at 3:17:41pm via "Map My County" on the County's website, which lists the subject property as being zoned "C-P-S." See Exhibit B, pg. 2 "Zoning Classifications," "Zoning C-P-S".

Since the subject property is correctly zoned, Homeland should be awarded an additional 12.5 points for Section 6 of its application.

C. Homeland Has Secured The Subject Property.

Finally, Homeland proffers the acquisition documents relating to APN 459-161-002, which demonstrate the subject property was properly secured by Homeland in accordance with the requirements of the Addendum. See Exhibit C,² see Addendum No. 3.


IV. Conclusion

Homeland received a total score of 349.3 on its application. With the addition of the 12.5 points sought above, Homeland's score should be raised to 361.8, placing it in the 16th position of the rankings.

04/23/19
Date


Douglas P. Heldoorn (Applicant)

04/23/19
Date


Chad A. Franks (Operator)

² Homeland is willing and able to produce itself to the County (along with the seller) to verify acquisition of the subject property on 04/11/19.

Exhibit A

SECTION 1

GENERAL APPLICATION INFO

Proposer/Organization Name: Homeland Holistic Care LLC

Owner: Douglas P Heldoorn

Operator #1: Chad Franks

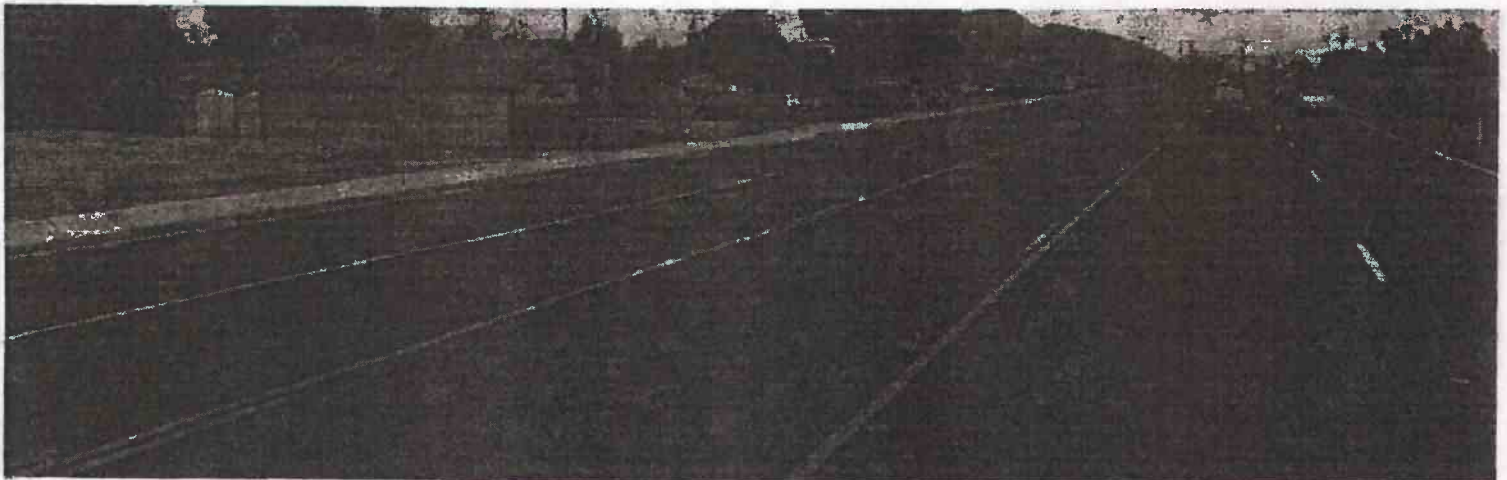
Interested Party Pre-Registration Form Owner/Operator: Douglas P Heldoorn

Project's Name/Location: 31525 US Highway 74, Homeland CA 92584

Project's APN: 459-161-002

Project's Square Footage: 704

Proposal Category: Storefront w/delivery



SECTION 6

CANNABIS USE ZONING CONFIRMATION

Address: 31525 US Highway 74, Homeland, CA 92584
Assessor's Parcel Number: 459-161-002

To the best of our knowledge, pursuant to Section 19.519 of Ordinance No. 348, the above-named property is eligible for Commercial Cannabis retail sales and eligible for the issuance of a CUP, as it is located in the following zone: C-P-S.

I declare under penalty of perjury under the laws of the State of California, that the statements made above are true and correct.

Name

Title

Date

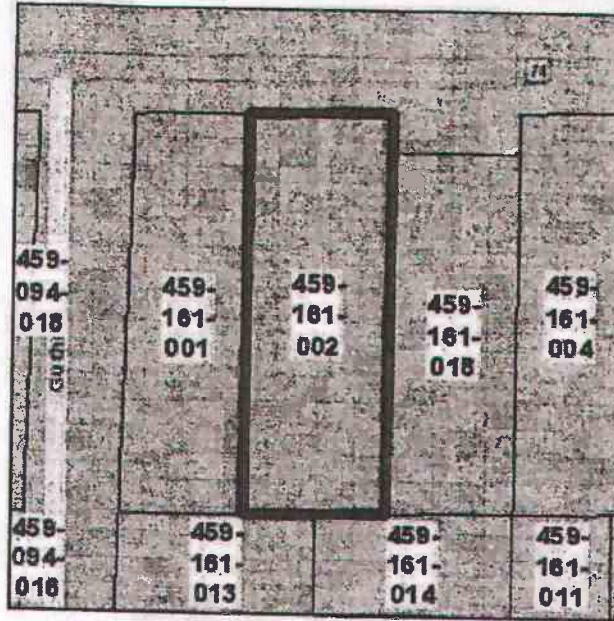
Exhibit B



Riverside County Parcel Report

APN(s) 459161002

MAP/PAGES



PARCEL	
APN	459-161-002-2
Previous APN	000-000-000
Owners	Not Available Online
Address	459-161-002 31525 HIGHWAY 74 HOMELAND CA 92548
Mailing Address	459-161-002 28125 PATTI LN ROMOLAND CA 92585
Legal Description	459-161-002 Recorded Book/Page: MB 13/1 Subdivision Name: HOMELAND Lot/Parcel: 1 Block: A Tract Number: 0
Lot Size	459-161-002 Recorded lot size is 0 acres
Property Characteristics	459-161-002 Year Constructed: Number of Baths: Number of Bedrooms:

Construction Type:	SPECIAL CONSTRUCTION
Garage Type:	
Property Area (sq ft):	
Roof Type:	UNKNOWN
Number of Stories:	
Pool:	YES
Central Cool:	YES
Central Heat:	YES
Supervisory District	CHUCK WASHINGTON, DISTRICT 3
Township/Range	T5SR2W SEC 17 NE T5SR2W SEC 17 NW
Elevation Range (ft.)	1604 - 1608
Thomas Bros. Maps Page/Grid	Page: 839 GRID: C1
Indian Tribal Land	Not in a Tribal Land
City Boundary	Contact the city for more information
City Spheres of Influence	Not in a city sphere
Annexation Date	N/A
LAFCO Case	N/A
Proposals	N/A

Marsh Joint Powers

<u>March Joint Powers Authority</u>	Not in the jurisdiction of the March Joint Powers Authority
<u>County Service Area</u>	HOMELAND #80 - LIGHTING
PLANNING MORE	
<u>Specific Plans</u>	Not in a Specific Plan
<u>Land Use Designations</u>	CR
<u>General Plan Policy Overlays</u>	HIGHWAY 79 POLICY AREA
<u>Area Plan (RCIP)</u>	Harvest Valley / Winchester
<u>General Plan Policy Areas</u>	Not in a General Plan Policy Area
<u>Zoning Classifications (ORD. 348)</u>	Zoning: C-P-S CZ Number: 0
<u>Zoning Overlays</u>	Not in a Zoning Overlay
<u>Historical Preservation Districts</u>	Not in a Historical Preservation District
<u>Agricultural Preserve</u>	Not in an Agricultural Preserve
<u>Airport Influence Areas</u>	MARCH AIR RESERVE BASE
<u>Airport Compatibility Zones</u>	MARCH AIR RESERVE BASE, ZONE E
<u>Zoning Districts/Areas</u>	HOMELAND AREA
<u>Community Advisory Councils</u>	WINCHESTER/HOMELAND MAC
<u>Residential Permit Statistics</u>	N/A Expected Units: BRS Permit Units: Final Issued Active Current Permits: Cumulative Total: % of Expected:
ENVIRONMENTAL MORE	
<u>CVMSHCP (Coachella Valley Multi-Species Habitat Conservation Plan) Plan Area</u>	NOT IN THE COACHELLA VALLEY MSHCP FEE
<u>CVMSHCP (Coachella Valley Multi-Species Habitat Conservation Plan) Conservation Area</u>	NOT COACHELLA VALLEY CONSERVATION
<u>CVMSHCP Fluvial Sand Transport Special Provision Areas</u>	NOT IN A FLUVIAL SAND TRANSPORT
<u>WRMSHCP (Western Riverside County Multi-Species Habitat Conservation Plan) Plan</u>	WESTERN RIVERSIDE COUNTY

<u>Conservation Plan) Plan Area</u>	
<u>WRMSHCP (Western Riverside County Multi-Species Habitat Conservation Plan) Cell Group</u>	Not in a Cell Group
<u>WRMSHCP Cell Number</u>	Not in a Cell Number
<u>HANS/ERP (Habitat Acquisition and Negotiation Strategy/Expedited Review Process)</u>	Project: N/A Conserve: Status: Notes: Intake Num: LMS Case:
<u>Vegetation (2005)</u>	Urban or development Mapping Unit
FIRE	
<u>Fire Hazard Classification (Ord. 787)</u>	Not in a Fire Hazard Zone
<u>Fire Responsibility Area</u>	Not in a Fire Responsibility Area
DEVELOPMENT FEES	
<u>CVMSHCP (Coachella Valley Multi-Species Habitat Conservation Plan) Fee Area (Ord 875)</u>	NOT IN THE COACHELLA VALLEY MSHCP FEE
<u>WRMSHCP (Western Riverside County Multi-Species Habitat Conservation Plan) Fee Area (Ord 810)</u>	WESTERN RIVERSIDE COUNTY
<u>Western TUMF (Transportation Uniform Mitigation Fee Ord. 824)</u>	IN OR PARTIALLY WITHIN A TUMF FEE AREA.
<u>Eastern TUMF (Transportation Uniform Mitigation Fee Ord. 673)</u>	NOT IN THE EASTERN TUMF FEE AREA
<u>Road & Bridge Benefit District</u>	NOT IN AN ROAD/BRIDGE BENEFIT DISTRICT
<u>OIF (Development Impact Fee Area Ord. 659)</u>	HARVEST VALLEY/WINCHESTER, AREA 16
<u>SKR Fee Area (Stephen's Kagaroo Rat Ord. 663.10)</u>	In or partially within the SKR Fee Area
<u>Development Agreements</u>	Agreement # Not in a Dev Agreement Amendment # Expiration Date Line



CIRCULATION	
Circulation Element Ultimate Right-of-Way	IN OR PARTIALLY WITHIN A CIRCULATION
Road Book Page	103B
Transportation Agreements	Contract Number: Not in a Trans Agreement
CETAP (Community and Environmental Transportation Acceptability Process) Corridors	Not in a CETAP Corridor
HYDROLOGY	
Flood Plain Review	*MAYBE REQUIRED, CONTACT RIVERSIDE
Flood Control District	RIVERSIDE COUNTY FLOOD CONTROL
Watershed	SAN JACINTO VALLEY
Water District	EASTERN MUNICIPAL WATER DISTRICT
GEOLOGIC	
Fault Zone	NOT IN A FAULT ZONE
Faults	NOT IN A FAULT LINE
Liquefaction Potential	Low
Subsidence	Susceptible
Paleontological Sensitivity	HIGH SENSITIVITY (HIGH B): SENSITIVITY EQUIVALENT TO HIGH A, BUT IS BASED ON THE OCCURRENCE OF FOSSILS AT A SPECIFIED DEPTH BELOW THE SURFACE. THE CATEGORY HIGH B INDICATES THAT FOSSILS ARE LIKELY TO BE ENCOUNTERED AT OR BELOW FOUR FEET OF DEPTH, AND MAY BE IMPACTED DURING EXCAVATION BY CONSTRUCTION ACTIVITIES.
MISCELLANEOUS	
School Districts	ROMOLAND & PERRIS UNION HIGH
Communities	Homeland
Lighting (Ord. 655)	Zone: B
2010 Census Tract	427.23
Farmland	URBAN-BUILT UP LAND
Special Notes	NO SPECIAL NOTES
Tax Rate Area & District Name	089015 - CO FREE LIBRARY 089015 - CO STRUCTURE FIRE PROTECTION 089015 - CO WASTE RESOURCE MGMT DIST

089015 - CSA 146
089015 - CSA 152
089015 - CSA 80 *
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089015 - PERRIS VALLEY CEMETERY
089015 - RDV PROJ 3-HOMELAND
089015 - RIV CO REGIONAL PARK & OPEN SF
089015 - RIVERSIDE CO OFC OF EDUCATION
089015 - ROMOLAND SCHOOL
089015 - SAN JACINTO BASIN RESOURCE
089015 - SO. CALIF, JT(19,30,33,36,37,56)
089015 - VALLEY HEALTH SYSTEM HOSP

PLUS PERMITS & CASES**Administrative Cases**

Case	Case Description	Status
N/A	N/A	N/A

Building and Safety Cases

Case	Case Description	Status
297719	DEMO SEPTIC/CONNECT TO SEWER	FINAL
379282	REROOF - RESIDENTIAL	ISSUED
BT1060386	TI-HOMELAND DRIVING SCHOOL-OCCUPANCY-PP21611	FINAL
BZ257645	SCREEN EXIST PATIO & ADD SCR PATIO	FINAL
BZ273183	REROOF DWLG	FINAL

Code Cases

Case	Case Description	Status
N/A	N/A	N/A

Fire Cases

Case	Case Description	Status
N/A	N/A	N/A

Planning Cases

Case	Case Description	Status
HR01294	REBUILD LETTER, THE OWNER IS WANTING TO SEEL THE P ROPERTY, THE LETTER IS REQUESTED BY THE BANK.SENT TO MURRIETA 9/19/05	PAID
PP21611	CHANGE USE FROM VIDEO STORE TO DRIVING SCHOOL W/PA RKing/Minor Plot Plan Appl OK PER RON GOLDMAN PER COMMENTS ON PARCEL 459-161-002 ON 2/17/06.	APPROVED

Survey Cases

Case	Case Description	Status
N/A	N/A	N/A

Transportation Cases

Case	Case Description	Status
BIC091534	LIC: 023247	COMPLETED

DEPARTMENT of ENVIRONMENTAL HEALTH PERMITS**Septic Permits**

Record Id	Application Date	Plan Check Approved Date	Final Inspection Date	Approved Date
N/A	N/A	N/A	N/A	N/A

Well Water Permits

Record Id	PE	Permit Paid Date	Permit Approved Date	Well Finaled Date
N/A	N/A	N/A	N/A	N/A

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Exhibit C



CALIFORNIA ASSOCIATION OF REALTORS®

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(Buyer's Brokerage Firm to Buyer) (As required by the Civil Code) (C.A.R. Form AD, Revised 12/18)

(If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(j), (k) and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller.

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer. (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).

[X] Buyer [] Seller [] Landlord [] Tenant Date 04/11/2019 3:23:50

HOMELAND HOLISTIC CARE LLC

[] Buyer [] Seller [] Landlord [] Tenant Date

Agent Real Estate Broker (Firm) DRE Lic. #

By (Salesperson or Broker-Associate, if any) DRE Lic. # Date

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)



CIVIL CODE SECTIONS 2079.13 – 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings: (a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction. 2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer. 2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal. 2079.16. Reproduced on Page 1 of this AD form. 2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

CONFIRMATION: The following agency relationships are confirmed for this transaction:
Seller's Brokerage Firm [] DO NOT COMPLETE. SAMPLE ONLY License Number _____
Is the broker of (check one): [] the seller, or [] both the buyer and seller. (dual agent)
Seller's Agent [] DO NOT COMPLETE. SAMPLE ONLY License Number _____
Is (check one): [] the Seller's Agent. (salesperson or broker associate) [] both the Buyer's and Seller's Agent. (dual agent)
Buyer's Brokerage Firm [] DO NOT COMPLETE. SAMPLE ONLY License Number _____
Is the broker of (check one): [] the buyer, or [] both the buyer and seller. (dual agent)
Buyer's Agent [] DO NOT COMPLETE. SAMPLE ONLY License Number _____
Is (check one): [] the Buyer's Agent. (salesperson or broker associate) [] both the Buyer's and Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.
2079.18 (Repealed pursuant to AB-1289)
2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.
2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.
2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.
2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.
2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.
2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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AD REVISED 12/18 (PAGE 2 OF 2)
DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)

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MARK Hospital



CALIFORNIA ASSOCIATION OF REALTORS®

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (C.A.R. Form WFA, Revised 12/17)

Property Address: 31525 US HWY 74, HOMELAND, CA 92548 ("Property").

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

ACCORDINGLY, YOU ARE ADVISED:

- 1. Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.
2. DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.
3. Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.
4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.
5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: https://www.fbi.gov/; the FBI's IC3 at www.ic3.gov; or 310-477-6565

National White Collar Crime Center: http://www.nw3c.org/

On Guard Online: https://www.onguardonline.gov/

NOTE: There are existing alternatives to electronic and wire fund transfers such as cashier's checks. By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.

Buyer/Tenant HOMELAND HOLISTIC CARE LLC HOMELAND HOLISTIC CARE LLC Date 04/11/2019 3:23:50

Buyer/Tenant Date

Seller/Landlord Manuel Francisco Acevedo Manuel Francisco Acevedo Date 04/11/2019 3:03:57

Seller/Landlord Rosario Acevedo Rosario Acevedo Date 04/11/2019 3:18:34

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WFA REVISED 12/17 (PAGE 1 OF 1)

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (WFA PAGE 1 OF 1)

First National Realty 310 N Indian Hill Blvd Suite 340 Chousand, CA 91711 Phone: 951-263-6761 Fax: 1-800-788-9379 MAR Hooplat Graciela Navarro Gil Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com





CALIFORNIA ASSOCIATION OF REALTORS®

COMMERCIAL PROPERTY PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(NON-RESIDENTIAL) (C.A.R. Form CPA, Revised 12/18)

Date Prepared: 04/21/2019

1. OFFER:

- A. THIS IS AN OFFER FROM HOMELAND HOLISTIC CARE LLC ("Buyer").
B. THE REAL PROPERTY to be acquired is 31525 US HWY 74, situated in HOMELAND (City), Riverside (County), California, 92548 (Zip Code), Assessor's Parcel No. 459161001-4 ("Property").
C. THE PURCHASE PRICE offered is Five Hundred Thousand Dollars \$500,000.00
D. CLOSE OF ESCROW shall occur on (date) (or Days After Acceptance).
E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.

2. AGENCY:

- A. DISCLOSURE: The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD)
B. CONFIRMATION: The following agency relationships are confirmed for this transaction:
Seller's Brokerage Firm License Number
Is the broker of (check one): the seller, or both the buyer and seller. (dual agent)
Seller's Agent License Number
Is (check one): the Seller's Agent. (salesperson or broker associate) both the Buyer's and Seller's Agent. (dual agent)
Buyer's Brokerage Firm License Number
Is the broker of (check one): the buyer, or both the buyer and seller. (dual agent)
Buyer's Agent License Number
Is (check one): the Buyer's Agent. (salesperson or broker associate) both the Buyer's and Seller's Agent. (dual agent)

C. POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

3. FINANCE TERMS: Buyer represents that funds will be good when deposited with Escrow Holder.

- A. INITIAL DEPOSIT: Deposit shall be in the amount of \$ 18,000.00
(1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer, cashier's check, personal check, other within 3 business days after Acceptance (or);
OR (2) Buyer Deposit with Agent: Buyer has given the deposit by personal check (or) to the agent submitting the offer (or to), made payable to . The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or). Deposit checks given to agent shall be an original signed check and not a copy.
(Note: Initial and increased deposit checks received by agent shall be recorded in Broker's trust fund log.)

- B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of \$ within Days After Acceptance (or). If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount in a separate liquidated damages clause (C.A.R. Form RID) at the time the increased deposit is delivered to Escrow Holder.

- C. ALL CASH OFFER: No loan is needed to purchase the Property. This offer is NOT contingent on Buyer obtaining a loan. Written verification of sufficient funds to close this transaction IS ATTACHED to this offer or Buyer shall, within 3 (or) Days After Acceptance, Deliver to Seller such verification.

D. LOAN(S):

- (1) FIRST LOAN: in the amount of \$ This loan will be conventional financing OR Seller financing (C.A.R. Form SFA), assumed financing (C.A.R. Form AFA), subject to financing, Other. This loan shall be at a fixed rate not to exceed % or, an adjustable rate loan with initial rate not to exceed %. Regardless of the type of loan, Buyer shall pay points not to exceed % of the loan amount.
(2) SECOND LOAN in the amount of \$ This loan will be conventional financing OR Seller financing (C.A.R. Form SFA), assumed financing (C.A.R. Form AFA), subject to financing, Other. This loan shall be at a fixed rate not to exceed % or, an adjustable rate loan with initial rate not to exceed %. Regardless of the type of loan, Buyer shall pay points not to exceed % of the loan amount.

E. ADDITIONAL FINANCING TERMS:

- F. BALANCE OF DOWN PAYMENT OR PURCHASE PRICE in the amount of \$ 482,000.00 to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

- G. PURCHASE PRICE (TOTAL): \$ 500,000.00

Buyer's Initials HHC
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Seller's Initials MFA RA



COMMERCIAL PROPERTY PURCHASE AGREEMENT (CPA PAGE 1 OF 11)

Property Address: 31525 US HWY 74, HOMELAND, CA 92548

Date: April 21, 2019

- H. **VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Buyer (or Buyer's lender or loan broker pursuant to paragraph 3J(1)) shall, within 3 (or) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (Verification attached.)
- I. **APPRAISAL CONTINGENCY AND REMOVAL:** This Agreement is (or is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the purchase price. Buyer shall, as specified in paragraph 14B(3), in writing, remove the appraisal contingency or cancel this Agreement within 17 (or) Days After Acceptance.
- J. **LOAN TERMS:**
 - (1) **LOAN APPLICATIONS:** Within 3 (or) Days After Acceptance, Buyer shall Deliver to Seller a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3D. If any loan specified in paragraph 3D is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. (Letter attached.)
 - (2) **LOAN CONTINGENCY:** Buyer shall act diligently and in good faith to obtain the designated loan(s). Buyer's qualification for the loan(s) specified above is a contingency of this Agreement unless otherwise agreed in writing. If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan. Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are not contingencies of this Agreement.
 - (3) **LOAN CONTINGENCY REMOVAL:** Within 21 (or) Days After Acceptance, Buyer shall, as specified in paragraph 18, in writing, remove the loan contingency or cancel this Agreement. If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.
 - (4) **NO LOAN CONTINGENCY:** Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.
 - (5) **LENDER LIMITS ON BUYER CREDITS:** Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.
- K. **BUYER STATED FINANCING:** Seller is relying on Buyer's representation of the type of financing specified (including but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price and to sell to Buyer in reliance on Buyer's covenant concerning financing. Buyer shall pursue the financing specified in this Agreement. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in the Agreement and the availability of any such alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.
- 4. **SALE OF BUYER'S PROPERTY:**
 - A. This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer.
 - OR B. This Agreement and Buyer's ability to obtain financing are contingent upon the sale of property owned by Buyer as specified in the attached addendum (C.A.R. Form COP).
- 5. **ADDENDA AND ADVISORIES:**
 - A. **ADDENDA:**

<input type="checkbox"/> Back Up Offer Addendum (C.A.R. Form BUO)	<input type="checkbox"/> Addendum # <u> </u> (C.A.R. Form ADM)
<input type="checkbox"/> Septic, Well and Property Monument Addendum (C.A.R. Form SWPI)	<input type="checkbox"/> Court Confirmation Addendum (C.A.R. Form CCA)
<input type="checkbox"/> Short Sale Addendum (C.A.R. Form SSA)	<input type="checkbox"/> Other <u> </u>
 - B. **BUYER AND SELLER ADVISORIES:**

<input type="checkbox"/> Probate Advisory (C.A.R. Form PA)	<input checked="" type="checkbox"/> Buyer's Inspection Advisory (C.A.R. Form BIA)
<input type="checkbox"/> Trust Advisory (C.A.R. Form TA)	<input type="checkbox"/> Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
<input type="checkbox"/> Short Sale Information and Advisory (C.A.R. Form SSIA)	<input type="checkbox"/> REO Advisory (C.A.R. Form REO)
	<input type="checkbox"/> Other <u> </u>
- 6. **OTHER TERMS:** Buyer will no receive keys until the close of escrow, purchase of property will only be completed once licenses and permits are granted by the city of Riverside 6-9 months COE see addendum #1
- 7. **ALLOCATION OF COSTS**
 - A. **INSPECTIONS, REPORTS AND CERTIFICATES:** Unless otherwise agreed, in writing, this paragraph only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it does not determine who is to pay for any work recommended or identified in the Report.
 - (1) Buyer Seller shall pay for a natural hazard zone disclosure report, including tax environmental Other: prepared by
 - (2) Buyer Seller shall pay for the following Report Home Inspection prepared by
 - (3) Buyer Seller shall pay for the following Report prepared by

Buyer's Initials HHC

Seller's Initials MFA RA



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COMMERCIAL PROPERTY PURCHASE AGREEMENT (CPA PAGE 2 OF 11)

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MAR Hospital

Property Address: 31525 US HWY 74, HOMELAND, CA 92548

Date: April 21, 2019

B. GOVERNMENT REQUIREMENTS AND RETROFIT:

- (1) Buyer Seller shall pay for smoke alarm and carbon monoxide device installation and water heater bracing, if required by Law. Prior to Close Of Escrow ("COE"), Seller shall provide Buyer written statement(s) of compliance in accordance with state and local Law, unless Seller is exempt.
(2) (i) Buyer Seller shall pay the cost of compliance with any other minimum mandatory government inspections and reports if required as a condition of closing escrow under any Law.
(ii) Buyer Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards required as a condition of closing escrow under any Law, whether the work is required to be completed before or after COE.
(iii) Buyer shall be provided, within the time specified in paragraph 18A, a copy of any required government conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.

C. ESCROW AND TITLE:

- (1) (a) Buyer Seller shall pay escrow fee Each party to pay their own fees
(b) Escrow Holder shall be Seller Choice
(c) The Parties shall, within 5 (or) Days After receipt, sign and return Escrow Holder's general provisions.
(2) (a) Buyer Seller shall pay for owner's title insurance policy specified in paragraph 17E
(b) Owner's title policy to be issued by Seller Choice
(Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

D. OTHER COSTS:

- (1) Buyer Seller shall pay County transfer tax or fee
(2) Buyer Seller shall pay City transfer tax or fee
(3) Buyer Seller shall pay Owners' Association ("OA") transfer fee
(4) Seller shall pay OA fees for preparing all documents required to be delivered by Civil Code §4525.
(5) Buyer Seller shall pay OA fees for preparing all documents other than those required by Civil Code §4525.
(6) Buyer to pay for any HOA certification fee.
(7) Buyer Seller shall pay for any private transfer fee
(8) Buyer Seller shall pay for
(9) Buyer Seller shall pay for

8. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

A. NOTE TO BUYER AND SELLER: Items listed as Included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in paragraph 8 B, C or D.

B. ITEMS INCLUDED IN SALE:

- (1) All EXISTING fixtures and fittings that are attached to the Property;
(2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water features and fountains, water softeners, water purifiers, security systems/alarms.
(3) A complete inventory of all personal property of Seller currently used in the operation of the Property and included in the purchase price shall be delivered to Buyer within the time specified in paragraph 18A.
(4) Seller represents that all items included in the purchase price are, unless otherwise specified or identified pursuant to 8B(7), owned by Seller. Within the time specified in paragraph 18A, Seller shall give Buyer a list of fixtures not owned by Seller.
(5) Seller shall deliver title to the personal property by Bill of Sale, free and clear of all liens and encumbrances, and without seller warranty of condition regardless of value.
(6) As additional security for any note in favor of Seller for any part of the purchase price, Buyer shall execute a UCC-1 Financing Statement to be filed with the Secretary of State, covering the personal property included in the purchase, replacement thereof, and insurance proceeds.
(7) LEASED OR LIENED ITEMS AND SYSTEMS: Seller shall, within the time specified in paragraph 18A, (i) disclose to Buyer if any item or system specified in paragraph 8B or otherwise included in the sale is leased, or not owned by Seller, or specifically subject to a lien or other encumbrance, and (ii) Deliver to Buyer all written materials (such as lease, warranty, etc.) concerning any such item. Buyer's ability to assume any such lease, or willingness to accept the Property subject to any such lien or encumbrance, is a contingency in favor of Buyer and Seller as specified in paragraph 18B and C.

C. ITEMS EXCLUDED FROM SALE: Unless otherwise specified, the following items are excluded from sale:

D. OTHER ITEMS:

- (1) Existing integrated phone and automation systems, including necessary components such as intranet and Internet-connected hardware or devices, control units (other than non-dedicated mobile devices, electronics and computers) and applicable software, permissions, passwords, codes and access information, are () are NOT included in the sale.

9. CLOSING AND POSSESSION:

- A. Seller-occupied or vacant property: Possession shall be delivered to Buyer: (i) at 6 PM or () AM () PM on the date of Close Of Escrow; (ii) no later than calendar days After Close Of Escrow; or (iii) at () AM () PM on
B. Seller Remaining in Possession After Close Of Escrow: If Seller has the right to remain in possession after Close Of Escrow, (i) the Parties are advised to sign a separate occupancy agreement such as C.A.R. Form CL; and (ii) the Parties are advised to consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; and (iii) Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan.
C. Tenant Occupied Units: Possession and occupancy, subject to the rights of tenants under existing leases, shall be delivered to Buyer on Close Of Escrow.

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COMMERCIAL PROPERTY PURCHASE AGREEMENT (CPA PAGE 3 OF 11)

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Date: April 21, 2019

- D. At Close Of Escrow: (i) Seller assigns to Buyer any assignable warranty rights for items included in the sale; and (ii) Seller shall Deliver to Buyer available Copies of any such warranties. Brokers cannot and will not determine the assignability of any warranties.
- E. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems and intranet and Internet-connected devices included in the purchase price, and garage door openers. If the Property is a condominium or located in a common interest subdivision, Buyer may be required to pay a deposit to the Owners' Association ("OA") to obtain keys to accessible OA facilities.
- 10. SECURITY DEPOSITS: Security deposits, if any, to the extent they have not been applied by Seller in accordance with any rental agreement and current Law, shall be transferred to Buyer on Close Of Escrow. Seller shall notify each tenant, in compliance with the Civil Code.
- 11. SELLER DISCLOSURES:
 - A. NATURAL AND ENVIRONMENTAL DISCLOSURES: Seller shall, within the time specified in paragraph 18, if required by Law: (i) Deliver to Buyer earthquake guides (and questionnaire) and environmental hazards booklet; (ii) even if exempt from the obligation to provide an NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
 - B. ADDITIONAL DISCLOSURES: Within the time specified in paragraph 18, Seller shall Deliver to Buyer, in writing, the following disclosures, documentation and information:
 - (1) RENTAL SERVICE AGREEMENTS: (i) All current leases, rental agreements, service contracts, and other agreements pertaining to the operation of the Property; and (ii) a rental statement including names of tenants, rental rates, period of rental, date of last rent increase, security deposits, rental concessions, rebates, or other benefits, if any, and a list of delinquent rents and their duration. Seller represents that no tenant is entitled to any concession, rebate, or other benefit, except as set forth in these documents.
 - (2) INCOME AND EXPENSE STATEMENTS: The books and records, including a statement of income and expense for the 12 months preceding Acceptance. Seller represents that the books and records are those maintained in the ordinary and normal course of business, and used by Seller in the computation of federal and state income tax returns.
 - (3) TENANT ESTOPPEL CERTIFICATES: (If checked) Tenant estoppel certificates (C.A.R. Form TEC) completed by Seller or Seller's agent, and signed by tenants, acknowledging: (i) that tenants' rental or lease agreements are unmodified and in full force and effect (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit.
 - (4) SURVEYS, PLANS AND ENGINEERING DOCUMENTS: Copies of surveys, plans, specifications and engineering documents, if any, in Seller's possession or control.
 - (5) PERMITS: If in Seller's possession, Copies of all permits and approvals concerning the Property, obtained from any governmental entity, including, but not limited to, certificates of occupancy, conditional use permits, development plans, and licenses and permits pertaining to the operation of the Property.
 - (6) STRUCTURAL MODIFICATIONS: Any known structural additions or alterations to, or the installation, alteration, repair or replacement of, significant components of the structure(s) upon the Property.
 - (7) GOVERNMENTAL COMPLIANCE: Any improvements, additions, alterations or repairs made by Seller, or known to Seller to have been made, without required governmental permits, final inspections, and approvals.
 - (8) VIOLATION NOTICES: Any notice of violations of any Law filed or issued against the Property and actually known to Seller.
 - (9) WATER CONSERVING PLUMBING DEVICES: Section 1101.5 of the Civil Code, requires that by January 1, 2019, all multi-family residential and commercial real property be equipped with water-conserving plumbing devices. Seller shall disclose in writing whether the property includes any noncompliant plumbing fixtures. Seller may use C.A.R. Form SPQ or ESD. See C.A.R. Form WCMD for further information.
 - (10) MISCELLANEOUS ITEMS: Any of the following, if actually known to Seller: (i) any current pending lawsuit(s), investigation(s), inquiry(ies), action(s), or other proceeding(s) affecting the Property, or the right to use and occupy it; (ii) any unsatisfied mechanic's or materialman's lien(s) affecting the Property; and (iii) that any tenant of the Property is the subject of a bankruptcy.
 - C. WITHHOLDING TAXES: Within the time specified in paragraph 18A, to avoid required withholding Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law, (C.A.R. Form AS or QS).
 - D. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES: This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.
 - E. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:
 - (1) SELLER HAS: 7 (or) Days After Acceptance to disclose to Buyer whether the Property is a condominium, or is located in a planned development or other common interest subdivision.
 - (2) If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has 3 (or) Days After Acceptance to request from the OA (C.A.R. Form HOA1): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the OA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of OA minutes for regular and special meetings; and (v) the names and contact information of all OAs governing the Property (collectively, "CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the OA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 18B(3). The Party specified in paragraph 7, as directed by escrow, shall deposit funds into escrow or direct to OA or management company to pay for any of the above.

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12. ENVIRONMENTAL SURVEY (If checked): Within _____ Days After Acceptance, Buyer shall be provided a phase one environmental survey report paid for and obtained by Buyer Seller. Buyer shall then, as specified in paragraph 18, remove this contingency or cancel this Agreement.
13. SUBSEQUENT DISCLOSURES: In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer of which Buyer is otherwise unaware, Seller shall promptly Deliver a subsequent or amended disclosure or notice in writing, covering those items. However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies disclosed in reports ordered and paid for by Buyer.
14. CHANGES DURING ESCROW:
 - A. Prior to Close Of Escrow, Seller may only engage in the following acts, ("Proposed Changes"), subject to Buyer's rights in paragraph 14B: (i) rent or lease any vacant unit or other part of the premises; (ii) alter, modify, or extend any existing rental or lease agreement; (iii) enter into, alter, modify or extend any service contract(s); or (iv) change the status of the condition of the Property.
 - B. (1) 7 (or) Days prior to any Proposed Changes, Seller shall Deliver written notice to Buyer of any Proposed Changes. (2) Within 5 (or) Days After receipt of such notice, Buyer, in writing, may give Seller notice of Buyer's objection to the Proposed Changes in which case Seller shall not make the Proposed Changes.
15. CONDITION OF PROPERTY: Unless otherwise agreed in writing: (i) the Property is sold (a) "AS-IS" in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer's Investigation rights; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow.
 - A. Seller shall, within the time specified in paragraph 18A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.
 - B. Buyer has the right to conduct Buyer Investigations of the property and, as specified in paragraph 18B, based upon information discovered in those investigations: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.
 - C. Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.
16. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:
 - A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 18B. Within the time specified in paragraph 18B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to, the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2); (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property including the availability and cost of flood and fire insurance; (v) review and seek approval of leases that may need to be assumed by Buyer; and (vi) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA). Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations except for minimally invasive testing required to prepare a Pest Control Report; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.
 - B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 18B, complete Buyer Investigations and either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all such Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.
 - C. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.
 - D. Buyer indemnity and seller protection for entry upon property: Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.
17. TITLE AND VESTING:
 - A. Within the time specified in paragraph 18, Buyer shall be provided a current preliminary title report ("Preliminary Report"). The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the Preliminary Report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 18B. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities. Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information.
 - B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record (which Seller is obligated to pay off) unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
 - C. Within the time specified in paragraph 18A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.

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- D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
- E. Buyer shall receive a standard coverage owners CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for Buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and shall pay any increase in cost.
- 18. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).
 - A. SELLER HAS: 7 (or ___) Days After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 5A, 6, 7, 8B(7), 11A, B, C, D and F, 12, 15A and 17A. Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement if Seller has not Delivered the items within the time specified.
 - B. (1) BUYER HAS: 17 (or ___) Days After Acceptance, unless otherwise agreed in writing, to:
 - (i) complete all Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to paragraph 8B(7) and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property.
 - (2) Within the time specified in paragraph 18B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to (C.A.R. Form RRRR) Buyer's requests.
 - (3) By the end of the time specified in paragraph 18B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in paragraph 18A, then Buyer has 5 (or ___) Days After Delivery of any such items, or the time specified in paragraph 18B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.
 - (4) Continuation of Contingency: Even after the end of the time specified in paragraph 18B(1) and before Seller cancels, if at all, pursuant to paragraph 18C, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 18C(1).
 - C. SELLER RIGHT TO CANCEL:
 - (1) Seller right to Cancel; Buyer Contingencies: If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
 - (2) Seller right to Cancel; Buyer Contract Obligations: Seller, after first delivering to Buyer a NBP, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3A or 3B or if the funds deposited pursuant to paragraph 3A or 3B are not good when deposited; (ii) Deliver a letter as required by paragraph 3J(1); (iii) Deliver verification as required by paragraph 3C or 3H or if Seller reasonably disapproves of the verification provided by paragraph 3C or 3H; or (iv) In writing assume or accept leases or liens specified in 8B(7); (v) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 25B; or (vi) Provide evidence of authority to sign in a representative capacity as specified in paragraph 23. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
 - D. NOTICE TO BUYER OR SELLER TO PERFORM: The NBP or NSP shall: (i) be in writing; (ii) be signed by the applicable Buyer or Seller; and (iii) give the other Party at least 2 (or ___) Days After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP or NSP may not be Delivered any earlier than 2 Days Prior to the expiration of the applicable time for the other Party to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 18.
 - E. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES: If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in writing, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
 - F. CLOSE OF ESCROW: Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a demand to close escrow (C.A.R. Form DCE). The DCE shall: (i) be signed by the applicable Buyer or Seller; and (ii) give the other Party at least 3 (or ___) Days After Delivery to close escrow. A DCE may not be Delivered any earlier than 3 Days Prior to the scheduled close of escrow.
 - G. EFFECT OF CANCELLATION ON DEPOSITS: If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Except as specified below, release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. If either Party fails to execute mutual instructions to cancel escrow, one Party may make a written demand to Escrow Holder for the deposit (C.A.R. Form BDRD or SDRD). Escrow Holder, upon receipt, shall promptly deliver notice of the demand to the other Party. If, within 10 Days After Escrow Holder's notice, the other Party does not object to the demand, Escrow Holder shall disburse the deposit to the Party making the demand. If Escrow Holder complies with the preceding process, each Party shall be deemed to have released Escrow Holder from any and all claims or liability related to the disbursement of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. A Party may be subject to a civil penalty of up to \$1,000 for refusal to sign cancellation instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).

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- 19. REPAIRS:** Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
- 20. FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property within 5 (or) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 15; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
- 21. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, OA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
- 22. BROKERS:**
- A. COMPENSATION:** Seller or Buyer, or both, as applicable, agrees to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
- B. BROKERAGE:** Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as specified in this Agreement, in connection with any act relating to the Property, including, but not limited to, inquiries, introductions, consultations and negotiations leading to this Agreement. Buyer and Seller each agree to indemnify, defend, and hold the other, the Brokers specified herein and their agents, harmless from and against any costs, expenses or liability for compensation claimed inconsistent with the warranty and representations in this paragraph.
- C. SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
- 23. REPRESENTATIVE CAPACITY:** If one or more Parties is signing the Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 40 or 41 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on the Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within 3 Days After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).
- 24. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**
- A.** The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3, 4B, 5A, 6, 7, 10, 11D, 17, 18G, 21, 22A, 23, 24, 30, 38, 39, 41, 42 and paragraph D of the section titled Real Estate Brokers on page 11. If a Copy of the separate compensation agreement(s) provided for in paragraph 22A, or paragraph D of the section titled Real Estate Brokers on page 11 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder and will execute such provisions within the time specified in paragraph 7C(1)(c). To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 (or) Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 7, 11 or elsewhere in this Agreement.

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Property Address: 31525 US HWY 74, HOMELAND, CA 92548

Date: April 21, 2019

- B. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days After Acceptance (or _____). Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 10C, Escrow Holder shall deliver to Buyer a Qualified Substitute statement that complies with federal Law.
 - C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 22A and paragraph D of the section titled Real Estate Brokers on page 11. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 22A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
 - D. Upon receipt, Escrow Holder shall provide Seller and Seller's Broker verification of Buyer's deposit of funds pursuant to paragraph 3A and 3B. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify all Brokers: (I) if Buyer's initial or any additional deposit is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (II) if Buyer and Seller instruct Escrow Holder to cancel escrow.
 - E. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.
25. REMEDIES FOR BUYER'S BREACH OF CONTRACT:
- A. Any clause added by the Parties specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase in violation of this Agreement shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.
 - B. LIQUIDATED DAMAGES: If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Buyer and Seller agree that this amount is a reasonable sum given that it is impractical or extremely difficult to establish the amount of damages that would actually be suffered by Seller in the event Buyer were to breach this Agreement. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R.FORM RID).

Buyer's Initials HHC

Seller's Initials MFA RA

26. DISPUTE RESOLUTION:

- A. MEDIATION: The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action through the C.A.R. Consumer Mediation Center (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the Parties involved. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. Exclusions from this mediation agreement are specified in paragraph 26C.
- B. ARBITRATION OF DISPUTES: The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of transactional real estate Law experience, unless the parties mutually agree to a different arbitrator. The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 26C.

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

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

Buyer's Initials HHC

Seller's Initials MFA RA

Buyer's Initials (HHC)
CPA REVISED 12/18 (PAGE 8 OF 11)

Seller's Initials (MFA) (RA)

COMMERCIAL PROPERTY PURCHASE AGREEMENT (CPA PAGE 8 OF 11)

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MAR Hospital

Property Address: **31525 US HWY 74, HOMELAND, CA 92548**Date: **April 21, 2019****C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:**

- (1) **EXCLUSIONS:** The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; and (iii) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.
- (2) **PRESERVATION OF ACTIONS:** The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.
- (3) **BROKERS:** Brokers shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to the Agreement.
27. **SELECTION OF SERVICE PROVIDERS:** Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
28. **MULTIPLE LISTING SERVICE/PROPERTY DATA SYSTEM:** If Broker is a participant of a Multiple Listing Service ("MLS") or Property Data System ("PDS"), Broker is authorized to report to the MLS or PDS a pending sale and, upon Close Of Escrow, the terms of this transaction to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS or PDS.
29. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorneys fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 26A.
30. **ASSIGNMENT:** Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the written consent of Seller. Such consent shall not be unreasonably withheld unless otherwise agreed in writing. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writing by Seller (C.A.R. Form A0AA).
31. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon, and inure to the benefit of, Buyer and Seller and their respective successors and assigns, except as otherwise provided herein.
32. **ENVIRONMENTAL HAZARD CONSULTATION:** Buyer and Seller acknowledge: (i) Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (ii) Broker(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; (iii) Broker(s) has/have made no representation concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property.
33. **AMERICANS WITH DISABILITIES ACT:** The Americans With Disabilities Act ("ADA") prohibits discrimination against individuals with disabilities. The ADA affects almost all commercial facilities and public accommodations. The ADA can require, among other things, that buildings be made readily accessible to the disabled. Different requirements apply to new construction, alterations to existing buildings, and removal of barriers in existing buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies may be incurred if the Property is not in compliance. A real estate broker does not have the technical expertise to determine whether a building is in compliance with ADA requirements, or to advise a principal on those requirements. Buyer and Seller are advised to contact an attorney, contractor, architect, engineer or other qualified professional of Buyer's or Seller's own choosing to determine to what degree, if any, the ADA impacts that principal or this transaction.
34. **COPIES:** Seller and Buyer each represent that Copies of all reports, documents, certificates, approvals and other documents that are furnished to the other are true, correct and unaltered Copies of the original documents, if the originals are in the possession of the furnishing party.
35. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
36. **GOVERNING LAW:** This Agreement shall be governed by the Laws of the state of California.
37. **TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a counter offer or addendum. If at least one but not all Parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.
38. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the Laws of the State of California. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.
39. **DEFINITIONS:** As used in this Agreement:
- A. "Acceptance" means the time the offer or final counter offer is accepted in writing by a Party and is delivered to and personally received by the other Party or that Party's authorized agent in accordance with the terms of this offer or a final counter offer.
- B. "Agreement" means this document and any counter offers and any incorporated addenda, collectively forming the binding agreement between the Parties. Addenda are incorporated only when Signed by all Parties.

Buyer's Initials HHC _____Seller's Initials MEA RA

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COMMERCIAL PROPERTY PURCHASE AGREEMENT (CPA PAGE 9 OF 11)Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48028 www.ziplogix.com


MAR Hospital

Property Address: 31525 US HWY 74, HOMELAND, CA 92548

Date: April 21, 2019

- C. "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the parties.
 - D. "Close Of Escrow" or "COE" means the date the grant deed, or other evidence of transfer of title, is recorded.
 - E. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
 - F. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
 - G. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
 - H. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
 - I. "Deliver", "Delivered" or "Delivery", unless otherwise specified in writing, means and shall be effective upon: personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in the section titled Real Estate Brokers on page 11, regardless of the method used (i.e., messenger, mail, email, fax, other).
 - J. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
 - K. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
 - L. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
 - M. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.
40. **AUTHORITY:** Any person or persons signing this Agreement represent(s) that such person has full power and authority to bind that person's principal, and that the designated Buyer and Seller has full authority to enter into and perform this Agreement. Entering into this Agreement, and the completion of the obligations pursuant to this contract, does not violate any Articles of Incorporation, Articles of Organization, By Laws, Operating Agreement, Partnership Agreement or other document governing the activity of either Buyer or Seller.
41. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by _____, who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or by _____ AM/ PM, on _____ (date)).

One or more Buyers is signing the Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-B) for additional terms.

Date 04/11/2019 3:23:50 BUYER HOMELAND HOLISTIC CARE LLC 

(Print name) HOMELAND HOLISTIC CARE LLC

Date _____ BUYER _____


(Print name) _____

Additional Signature Addendum attached (C.A.R. Form ASA).

42. **ACCEPTANCE OF OFFER:** Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

(If checked) SELLER'S ACCEPTANCE IS SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form SCO or SMCO) DATED: _____

One or more Sellers is signing the Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-S) for additional terms.

Date 04/11/2019 3:03:57 SELLER Manuel Francisco Acevedo 

(Print name) Manuel Francisco Acevedo

Date 04/11/2019 3:18:34 SELLER Rosario Acevedo 

(Print name) Rosario Acevedo

Additional Signature Addendum attached (C.A.R. Form ASA).

(_____/_____) (Do not initial if making a counter offer.) **CONFIRMATION OF ACCEPTANCE:** A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) _____ at _____ AM/ PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

Property Address: 31525 US HWY 74, HOMELAND, CA 92548

Date: April 21, 2019

REAL ESTATE BROKERS:

- A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.
- B. Agency relationships are confirmed as stated in paragraph 2.
- C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.
- D. COOPERATING (BUYER'S) COMPENSATION: Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Seller's Broker and Buyer's Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.
- E. PRESENTATION OF OFFER: Pursuant to Standard of Practice 1-7, if Buyer's Broker makes a written request, Seller's Broker shall confirm in writing that this offer has been presented to Seller.

Buyer's Brokerage Firm _____ DRE Lic. # _____
 By _____ DRE Lic. # _____ Date _____
 By _____ DRE Lic. # _____ Date _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

Seller's Brokerage Firm _____ DRE Lic. # _____
 By _____ DRE Lic. # _____ Date _____
 By _____ DRE Lic. # _____ Date _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, a deposit in the amount of \$ _____), counter offer numbers _____ Seller's Statement of Information and _____ and agrees to act as Escrow Holder subject to paragraph 24 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is _____

Escrow Holder _____ Escrow # _____
 By _____ Date _____
 Address _____
 Phone/Fax/E-mail _____
 Escrow Holder has the following license number # _____
 Department of Business Oversight, Department of Insurance, Department of Real Estate.

PRESENTATION OF OFFER: (_____) Listing Broker presented this offer to Seller on _____ (date).
 Broker or Designee Initials

REJECTION OF OFFER: (MEFA X RA) No counter offer is being made. This offer was rejected by Seller on _____ (date).
 Seller's Initials

Buyer's Initials HHC (_____)

Seller's Initials MEFA RA

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COMMERCIAL PROPERTY PURCHASE AGREEMENT (CPA PAGE 11 OF 11)

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BUYER'S INSPECTION ADVISORY
(C.A.R. Form BIA, Revised 11/14)

Property Address **31525 US HWY 74, HOMELAND, CA 92548**

1. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.

2. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to professionals, Broker does not guarantee their performance.

3. YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

- A. GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and nonstructural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.
- B. SQUARE FOOTAGE, AGE, BOUNDARIES:** Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.
- C. WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.
- D. SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.
- E. WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
- F. ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).
- G. EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.
- H. FIRE, HAZARD AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies.
- I. BUILDING PERMITS, ZONING AND GOVERNMENTAL REQUIREMENTS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size.
- J. RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.
- K. SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.
- L. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS:** Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

By signing below, Buyers acknowledge that they have read, understand, accept and have received a Copy of this Advisory.

Buyers are encouraged to read it carefully.

Buyer HOMELAND HOLISTIC CARE LLC 04/11/2019 3:23:50

Buyer _____

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BUYER'S INSPECTION ADVISORY (BIA PAGE 1 OF 1)

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POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, Revised 12/18)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

Seller	<u>Manuel Francisco Acevedo</u>		<u>Manuel Francisco Acevedo</u>	Date	<u>04/11/2019 3:03:57</u>
Seller	<u>Rosario Acevedo</u>		<u>Rosario Acevedo</u>	Date	<u>04/11/2019 3:18:34</u>
Buyer	<u>HOMELAND HOLISTIC CARE LLC</u>		<u>HOMELAND HOLISTIC CARE LLC</u>	Date	<u>04/11/2019 3:23:50</u>
Buyer	_____		_____	Date	_____
Buyer's Brokerage Firm	_____	DRE Lic #	_____	Date	_____
By	_____	DRE Lic #	_____	Date	_____
Seller's Brokerage Firm	_____	DRE Lic #	_____	Date	_____
By	_____	DRE Lic #	_____	Date	_____

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PRBS REVISED 12/18 (PAGE 1 OF 1)

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 1)

First National Realty 318 N Indian Hill Blvd Suite 348 Claremont, CA 91711	Phone: 951-263-6761	Fax: 1-800-708-9279	MAR Hospital
Graciela Navarro Gil	Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026	www.ziplogix.com	





CALIFORNIA ASSOCIATION OF REALTORS®

ADDENDUM

(C.A.R. Form ADM, Revised 12/15)

No. 1

The following terms and conditions are hereby incorporated in and made a part of the: [] Purchase Agreement, [] Residential Lease or Month-to-Month Rental Agreement, [] Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), [] Other COMMERCIAL PROPERTY PURCHASE AGREEMENT dated April 10, 2019, on property known as 31525 US HWY 74

HOMELAND, CA 92548

in which HOMELAND HOLISTIC CARE LLC is referred to as ("Buyer/Tenant") and Manuel Francisco Acevedo, Rosario Acevedo is referred to as ("Seller/Landlord").

IF ESCROW EXCEEDS 6 MONTHS, BUYER WILL CONTINUE TO PAY \$ 3000.00 (THREE THOUSAND DOLLARS) MONTHLY UNTIL CLOSE OF ESCROW, THE TOTAL AMOUNT PAID WILL BE CONSIDERED TOWARDS PURCHASE PRICE AND FINAL AMOUNT WILL BE ADJUSTED ACCORDINGLY.

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

Date 04/11/2019 3:24:02 Buyer/Tenant HOMELAND HOLISTIC CARE LLC HOMELAND HOLISTIC CARE LLC

Date 04/11/2019 3:04:07 Seller/Landlord Manuel Francisco Acevedo Manuel Francisco Acevedo

Buyer/Tenant

Seller/Landlord Rosario Acevedo Rosario Acevedo

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ADDENDUM (ADM PAGE 1 OF 1)





CALIFORNIA ASSOCIATION OF REALTORS®

ADDENDUM

(C.A.R. Form ADM, Revised 12/15)

No. 2

The following terms and conditions are hereby incorporated in and made a part of the: [] Purchase Agreement, [] Residential Lease or Month-to-Month Rental Agreement, [] Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), [X] Other COMMERCIAL PROPERTY PURCHASE AGREEMENT dated April 10, 2019, on property known as 31525 US HWY 74

in which HOMELAND, CA 92548 is referred to as ("Buyer/Tenant") and HOMELAND HOLISTIC CARE LLC is referred to as ("Seller/Landlord") and Manuel Francisco Acevedo, Rosario Acevedo

SELLER SHALL OPEN ESCROW AND BUYER HAS DEPOSIT \$ 18,000.00 (EIGHTEEN THOUSAND DOLLARS) OR \$ 3,000.00 (THREE THOUSAND DOLLARS) ON ESCROW MONTHLY FOR THE FOLLOWING 6 MONTHS. IF BUYER DOES NOT CLOSE ESCROW IN SIX MONTHS BUYER TO LOSE HIS DEPOSIT. THE LEASE AGREEMENT SIGNED ON APRIL 10, 2019, IS ONLY FOR BUYERS TO APPLIED FOR THEIR BUSINESS LICENSE AND NOT TO CONDUCT ANY BUSINESS OR OCCUPIED PROPERTY UNTIL CLOSE OF ESCROW.

Multiple horizontal lines for additional terms and conditions.

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

Date 04/11/2019 3:23:48

Date 04/11/2019 3:03:56

Buyer/Tenant HOMELAND HOLISTIC CARE LLC

Seller/Landlord Manuel Francisco Acevedo

Buyer/Tenant

Seller/Landlord Rosario Acevedo

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Footer containing contact information for First National Realty, zipForm, and MAR Hospital.



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OF REALTORS

ADDENDUM

C.A.R. Form AD-9, Revised 1/2/19

No 3

The following terms and conditions are hereby incorporated to and made a part of the Purchase Agreement, (Unconditional Lease or Month-to-Month Rental Agreement), Transfer Disclosure Statement (Note: An attachment to the TDS may give the Buyer a right to rescind), **OR OTHER COMMERCIAL PROPERTY PURCHASE AGREEMENT** dated April 11, 2019 on property known as 21525 US HWY 14 APN# 459161002

in which HOMELAND HOLISTIC CARE LLC is referred to as "Buyer/Tenant",
and Manuel Francisco Acevedo, Rosario Acevedo is referred to as "Seller/Landlord".

SELLER SHALL OPEN ESCROW AND BUYER HAS DEPOSIT \$ 18,000.00 (EIGHTEEN THOUSAND DOLLARS) OR \$ 3,000.00 (THREE THOUSAND DOLLARS) ON ESCROW MONTHLY FOR THE FOLLOWING 6 MONTHS. IF BUYER DOES NOT CLOSE ESCROW IN SIX MONTHS BUYER TO LOSE HIS DEPOSIT. THE LEASE AGREEMENT SIGNED ON APRIL 10, 2019, IS ONLY FOR BUYERS TO APPLIED FOR THEIR BUSINESS LICENSE AND NOT TO CONDUCT ANY BUSINESS OR OCCUPIED PROPERTY UNTIL CLOSE OF ESCROW. THIS ADDENDUM No 3 HEREBY AMENDS APN # 459161001 TO APN # 459161002 THROUGHOUT THE AGREEMENT

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

Date: 04/11/2019
Buyer/Tenant: HOMELAND HOLISTIC CARE LLC
Homeland Holistic Care LLC
Buyer/Tenant: _____

Date: 04/11/19
Seller/Landlord: Manuel Francisco Acevedo *Authorized by Seller*
Seller/Landlord: Rosario Acevedo *Authorized by Seller*

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ADDENDUM (ADM PAGE 1 OF 1)



COUNTY OF RIVERSIDE
Transportation and Land Management Agency

Juan C. Perez
Assistant CEO/TLMA Director



Transportation Department

Planning Department

Building and Safety Department

Code Enforcement Department

June 28, 2019

Jiva Life LLC
Attn: Rajiv "Raj" Pottabathni

Via E-mail: Raj@jivalife.org

RE: Appeal – CAN190069

Dear Mr. Pottabathni:

Thank you for your interest in the County's Commercial Cannabis Retailer Request for Proposal (RFP) process. The County received 119 overall responses to the proposal request. Of the submitted Cannabis Retailer Proposals, 68 responders passed the initial completion check and were ranked by the RFP review panel. That panel consisted of six uniquely qualified Riverside County staff members from a variety of County Departments.

Staff ranked these proposals based on the published RFP criteria. The staff recommended ranking list rankings on list was released on June 17, 2019. That list includes the Cannabis Retail proposals that are being recommended to be allowed to proceed with a Conditional Use Permit (CUP) application.

You are receiving this letter because you filed an Appeal of the staff recommended list pursuant to the published RFP dated March 20, 2019, Section X "Appeal Procedure". Your Appeal was timely filed, and has been reviewed by the TLMA Director.

Please note that, as indicated the in RFP, the role of the TLMA Director is to determine whether or not County staff or the RFP review panel followed the selection process outlined in the RFP and whether the RFP materials were materially ambiguous or inconsistent so as to give the selected Proposer(s) an unfair advantage.

Please also note that it is not my role to second-guess County staff or the RFP review panel as to the relative strengths or weaknesses of the submitted Proposals. I have committed to not substitute my judgment for that of staff or the RFP review panel, so long as the RFP process has been substantially followed.

As noted in your Appeal, a copy of which is attached, the basis of your Appeal are as follows:

- The Appeal alleges that the appellant complied with all of the RFP's requirements and should have been ranked as one of the top 19 applicants, and that the County has refused to disclose the scores that the appellant received to each question (sub category).
- The Appeal alleges that a clerical error could have occurred, which may have given the appellant fewer points on the average or fewer points in general.
- It alleges that "based on the limited scoring information the County provided, it is apparent the County has not strictly followed the scoring metric the RFP establishes". This allegation appears to point to the scoring metrics (categories and subcategories) used to rank the proposals and that "fractional points" were given but should not have been.
- The Appeal alleges that "Regardless of how the County calculated its final score, it has clearly deviated from the procedure set forth in the RFP".
- The Appeal alleges that the County must provide Jiva Life with the individual scores it received for each question contained within the RFP's scoring metric.
- The Appeal alleges that Jiva Life missed the 19th spot by 6.8 points.

I have reviewed your Appeal, and after close scrutiny, have determined that it does not have merit, and is hereby denied. This is based on the following:

- The RFP review panel consisted of six uniquely qualified Riverside County staff members from a variety of County Departments. Those scores were averaged in most categories, as reflected on the published results. RFP Question and Answer section, which was included in the RFP, makes it clear (Q&A #63) that "County staff with different expertise will perform the ranking reviews; potentially with assistance from a consultant". Ultimately, the decision was to utilize six (6) uniquely qualified County staff members and average their scores. Therefore, this resulted in decimal (fractional) results for those sections where the scores were averaged. You acknowledge in your proposal that it is "conceivable the scores given are an average score of multiple reviewers".
- Further, it is clear from the language in Section X. Appeal Procedure, in the RFP, that a panel will be utilized. "The role of the TLMA Director is to determine whether or not County staff or the review panel followed the selection process outlined in the RFP..." and It is not the role of the TLMA Director to second guess staff or the review panel as to the relative strengths or weaknesses of submitted proposals."
- On June 18, 2019, the day after posting the ranking results, the average scores that each proposal received per category were posted. This allowed each proposer to determine how they ranked within each category, providing further a further breakdown of their overall score.

- The RFP Question & Answer Section (Q&A #223) indicated that, in general, submitted proposals would not be considered public records, and that the County would comply with applicable laws and statutes regarding public records. This is in keeping with the County's standard procedure for submitted proposals. There was no expectation or commitment made that the individual rater scores would be available for review. In an effort to further enhance transparency and provide information, on June 19, 2019, two days after posting the ranking results, redacted copies of the top-ranked 19 retail proposals were made available for public view, upon request, at the County Planning Department. This would have allowed unsuccessful proposals to review the top ranked-proposals and compare the points allocated by category to their own proposal, providing further information to be used in the filing of an appeal.
- I have independently verified that the overall score that Jiva Life received is a correct result of the individual rater scores, and therefore no clerical errors occurred
- The Appeal alleges among the ranked proposals two applicants tied at the 19th spot and received 352.5 points. The Appeal also asserts that this places the appellant 6.8 points out of the top 19 ranked proposals. However, the applicant's score of 345.7 actually places it 10.8 points behind the 19th ranked proposal (score of 356.5).
- This proposal ranked #38 out of 68 retail proposals ranked.

Please note that, although this proposal is not being recommended to move forward at this time, the County will re-evaluate the program after the first year of implementation and determine how we will proceed in future years. We appreciate your interest in submitting a proposal, and urge you to stay involved as the program progresses in the future.

Sincerely,



Juan C. Perez,
Assistant CEO/TLMA Director

Flores, Robert

From: Raj Pottabathni <raj@jivalife.org>
Sent: Monday, June 24, 2019 11:13 AM
To: Cann Planning
Cc: Belote, Jeffrey H.; Perl, David M.; Rohith Pottabathni
Subject: APPEAL OF CANNABIS RFP AWARD: JIVA LIFE, LLC (File No. CAN190069)
Attachments: APPEAL OF CANNABIS RFP AWARD_JIVA LIFE LLC_File No CAN190069.pdf

CAUTION: This email originated externally from the **Riverside County** email system.
DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

Riverside County Planning Commission & TLMA Director,

See attached PDF attachment within this email: [APPEAL OF CANNABIS RFP AWARD_JIVA LIFE LLC_File No CAN190069].

Please reply all confirming receipt of the appeal. Thank you.

--

Rajiv "Raj" Pottabathni
Principal & Managing Director
436 Clementina Street | STE 303
San Francisco, CA 94103
732.801.6300 | www.JivaLife.org



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CLARK HILL

Jeffrey H. Belote
T (415) 984-8508
Email: JBelote@ClarkHill.com

Clark Hill LLP
One Embarcadero Center, Suite 400
San Francisco, CA 94111
T (415) 984-8500
F (415) 984-8599

clarkhill.com

June 24, 2019

VIA EMAIL AND PERSONAL DELIVERY

Riverside County Planning Department
77588 El Duna Ct., Suite H
Palm Desert, CA 92211
CannPlanning@rivco.org

Re: APPEAL OF CANNABIS RFP AWARD: JIVA LIFE, LLC
(File No. CAN190069)

To whom it may concern,

This office represents Jiva Life, LLC, ("Jiva Life"). We write on its behalf to appeal the ranking and scoring process used by the Riverside Planning Department to evaluate Jiva Life's response to the County of Riverside's ("County") Request for Proposals for Commercial Cannabis Retailers ("RFP") (Jiva Life's response to the RFP is referred to herein as the "Proposal"). The County has not followed the scoring metrics the RFP establishes and has incorrectly scored Jiva Life's Proposal.

Out of an available 400 points, Jiva Life's Proposal was a mere 6.8 points away from being recommended for a Cannabis Retailer Conditional Use Permit ("Permit") in the County. Despite missing the recommendation cutoff by less than 2%, the County has refused to provide Jiva Life with a question by question breakdown of its score results. As a result, the County has prevented Jiva Life from determining if the County adhered to the scoring metrics that the RFP establishes or if the County made an error when it calculated Jiva Life's final score. A single typo by the County could be the difference between Jiva Life receiving a Permit or not. The County must provide Jiva Life with a question by question breakdown of its score results, but the County refuses to do so.

Furthermore, based on the limited scoring information the County provided, it is apparent the County has not strictly followed the scoring metrics the RFP establishes. The County provided Jiva Life with a breakdown of its composite scores by category¹ (but not by question). The composite scores reveal Jiva Life must have received fractional points on some of the

¹ As described in more detail below, the RFP contains 12 categories and several sub-categories. Each category/sub-category is comprised of various questions. The RFP assigns a point value for each individual question. The score for each category is (presumably) the composite score of each question in the category.

individually scored questions in each category. But the RFP's scoring metric does not allow for an award of fractional points. The County has not followed the RFP's mandatory scoring metrics, and it has prevented Jiva Life from determining how the County actually did calculate Jiva Life's numerical scores.

Finally, based on the limited information the County has provided, Jiva life disputes the accuracy of the scores it received. Jiva Life is an exceptionally well-qualified and highly experienced retailer of commercial cannabis with experience throughout California. It is committed to local businesses and the community. The categorical scores Jiva Life received do not accurately reflect its qualifications, which strongly suggests the County failed to score Jiva Life's Proposal properly.

Jiva Life has been severely prejudiced by the County's outright refusal to provide it with complete scoring information, and the County has failed to abide by the scoring metrics set forth in the RFP. Based on the information available to it, Jiva Life also believes the County miscalculated its score and requests that the County rescore its Proposal in strict conformity to the scoring metrics the RFP establishes. The County must provide Jiva Life with its question by question score breakdown and rescore its Proposal in accordance with the scoring metrics the RFP establishes.

I. THE RFP ESTABLISHES CONCRETE SCORING METRICS AND AN APPEAL PROCESS

The County issued the RFP on January 29, 2019 and amended the RFP on March 20, 2019. As described the Section I.A of the RFP:

This Request for Proposals ("RFP") outlines the process for consideration of a land use permit through selection of the Interested Parties who will be first to process a Conditional Use Permit (CUP) for Cannabis Retail Sales. The County intends to allow 19 Interested Parties whose responses conform to the RFP, meet the County's requirements, and are ranked highest in the competitive selection process described below to pursue a CUP though the County's normal entitlement process. [¶] The successful highest ranked 19 Retailer Proposers, including Microbusinesses that include a Retail component, will be eligible to submit a land use application for a Cannabis CUP. [Emphasis added.]

The RFP goes on to require in Section VI that: "All Proposals will be reviewed for compliance with requirements including documented capability to operate a cannabis business in a satisfactory manner. Proposals will be evaluated in accordance with the criteria in section VII below. [Emphasis added.]"

As detailed in Section VII.B: "The responses will be scored on a point scale based on the quality of responses. [Emphasis added.]" Section VII.B further dictates a metric to award points on a "zero to 100% credit scale . . . defined as follows:"

Credit Scale	Metric Rating
0	Not applicable
20% credit	Poor
40% credit	Fair
60% credit	Average
80% credit	Above Average/ Good
100% credit	Excellent/ Exceptional

The RFP then goes on to list twelve categories (with various subcategories) and the individually scored questions in each category. The RFP assigns a maximum point value for each question.

Section VII.C requires that “Upon completion of the RFP evaluation process, the top 19 highest ranking Retailer Proposers will be filed with the Board of Supervisors. Once the Board accepts the list, Staff will notify the top 19 highest ranking Proposers [i.e. applicants] that they have been selected to proceed with a CUP application”

Section X.A.1 permits any applicant to appeal its ranking “based on one or more of the following grounds: . . . The selection process was unfair in that the County failed to follow the stated selection process which gave an unfair competitive advantage to the selected Proposer(s) and the selection process was not modified or waived pursuant to the RFP. [Emphasis added.]”

As the RFP explicitly states in Section X.A.7, the purpose of an appeal “is to determine whether or not County staff or the review panel followed the selection process outlined in the RFP”

II. JIVA LIFE COMPLIED WITH ALL THE RFP'S REQUIREMENTS AND SHOULD HAVE BEEN RANKED AS ONE OF THE TOP 19 APPLICANTS, AND THE COUNTY HAS REFUSED TO DISCLOSE THE SCORES JIVA LIFE RECEIVED TO EACH QUESTION

Jiva Life timely submitted an application in response to the RFP. On June 17, 2019, the County released its “Cannabis RFP Response Package Rankings” (the “Rankings”). The Rankings list scores for 71 applicants. The two applicants tied for the 19th spot. They both received 352.5 points out of a possible 400.

Jiva Life received 345.7 points and missed the 19th spot by a mere 6.8 points.

After reviewing the rankings, Jiva Life called the County to request the individual question by question score breakdown it had received. The County refused to provide the individual question by question scores. Instead, it stated the composite scores by category were available on the County's website.

III. ARGUMENT

A. THE COUNTY MUST PROVIDE JIVA LIFE WITH THE INDIVIDUAL SCORES IT RECEIVED FOR EACH QUESTION CONTAINED WITHIN THE RFP'S SCORING METRIC

Section X.A.1 of the RFP explicitly allows applicants to file an appeal if they are not recommended for a Permit; however, the appeal must be for cause. Section X.A.1 requires the applicant demonstrate that the County "failed to follow the stated selection process . . ." In order to know if the County followed the selection process in the RFP or not, Jiva Life must be allowed to review the scores that it actually received.

Without the ability to review why it received the composite scores it did, or the ability to see what scores it received for each particular question, Jiva Life cannot ensure the County followed the scoring metrics accurately or at all.

As a glaring example, if the County made a clerical error entering Jiva Life's score, or if it made a computation error in adding the points Jiva Life received on any particular question, Jiva Life has no way to know.

The RFP requires that Jiva Life state how the County failed to comply with selection process stated in the RFP, but the County refuses to provide Jiva Life with the means to determine if the County complied with the scoring metrics set forth in the RFP or not.

By refusing to provide Jiva Life with the question by question break down of its scores, the County is efftely eviscerating its right to appeal the score it received.

B. THE COUNTY HAS NOT STRICTLY COMPLIED WITH THE SCORING METRICS SET FORTH IN THE RFP

Because the County has refused to provide Jiva Life with a question by question breakdown of the scores it awarded, Jive Life is severely prejudiced in drafting this appeal. However, simple math reveals the County has not strictly complied with the scoring metrics contained in the RFP.

The RFP requires the County to award points on a credit scale of 0% to 100% in increments of 20%. The RFP does not permit any deviation from the established scoring metrics.

As a single example, category 2 is scored as follows:

Item	Points Awarded	Points Possible	Total Points Possible
2. Does the Proposal describe the Cannabis Owner(s)/ Operator(s) qualifications relative to the Proposal, including experience running businesses similar to the one proposed, including permitted cannabis and/or non-cannabis businesses and overall qualifications to run the type of cannabis business for which it is seeking a CUP?		10	30
Does the Proposal provided a detailed description of the company's and/or or operator's experience in operating the same or similar type business?		5	
Does the Proposal provided information that demonstrates the means and skills for operating the proposed business?		5	
Does the Proposal demonstrate via factual information, practical and theoretical experience and the knowledge to run the proposed business?		5	
Does the Proposal demonstrated that it has the overall qualifications and breadth of knowledge for running the proposed business?		5	

Based on the scoring metric, the available points for a 5 point question are: 0 (0%), 1 (20%), 2 (40%), 3 (60%), 4 (80%) and 5 (100%). For a 10 point question, the applicant can receive points as follows: 0 (0%), 2 (20%), 4 (40%), 6 (60%), 8 (80%) and 10 (100%).

Despite the fact the points available are all whole numbers, the County's website reveals Jiva Life received 28.4 points in Category 2. **There is simply no way Jiva Life could have received 28.4 points if the County awarded points in accordance with the RFP's metrics.** Adding whole numbers can never create a decimal.

Based on the scoring metrics contained within the RFP, Jiva Life has deviated from the RFP's scoring metrics in at least the following categories:

Category Number	Points Available	Points Awarded to Jiva Life
2	30	28.4
4.1	10	9.5
4.2	25	21.5
4.3	20	14.5
8	45	34.6
12	50	52.2

While it is conceivable the scores are an average score of multiple reviewers, the RFP does not state that a panel of reviewers will review the application; it does not state how many reviewers there are to be; and it does not state how the final average is to be calculated.

Given how close Jive Life was to the 19th ranking position, it is imperative the County spell-out and strictly follow all protocols it followed and apply them uniformly. For example, were average scores rounded? Were any review's scores excluded from the average calculations? Did the County take the mean scores, the median score, or did it use some other scoring calculation? Did the County apply the same scoring protocol to each question contained within the RFP? Did the County even apply the same scoring protocol to each applicant that submitted a proposal? Because the County refuses to provide the question by question breakdown, it is impossible for Jiva Life to determine answers to any of the foregoing questions.

Regardless of how the County calculated its final score, it has clearly deviated from the procedure set forth in the RFP. Yet section XI.B of the RFP requires that "Any changes to the Proposal requirements will be made by written addendum posted on the County's website."

The County has not strictly complied with the scoring metrics contained within the RFP, has modified the scoring metrics it used in some undisclosed way, has refused to provide Jiva Life with any notice of what new scoring metric or process the County has adopted, and refuses to provide Jiva Life with any way to determine or review how the County actually did score Jiva Life's Proposal.

C. THE COUNTY INCORRECTLY SCORED JIVA LIFE'S PROPOSAL AND MUST REVIEW JIVA LIFE'S PROPOSAL

Based on the composite scores Jiva Life received, Jiva Life believes the County incorrectly scored Jiva Life's Proposal. Specifically, Jiva Life believes the County incorrectly scored the following sections of Jiva Life's Proposal²:

Category Number	Category Topic	Pages in Application Where Addressed	Points Available	Points Awarded to Jiva Life
2	Qualifications and experience	2-14	30	28.4
4	Business plan	27-36	35	32
4.1	Local hiring program	42	10	9.5
4.2	Local ownership program	43	25	21.5
4.3	Labor	44	30	14.5
8	Neighborhood compatibility	49-53	45	34.6

² Notably, Jiva Life does not contend that it should have received full points in each category. For example, category 3 is out of an available 15 points. Jiva Life received 10 points. Jiva Life acknowledges that it could not have properly received the full 15 points because it does not own the location that it has proposed to use for its business.

Category Number	Category Topic	Pages in Application Where Addressed	Points Available	Points Awarded to Jiva Life
9	Safety plan	54-55	15	13
9.1	Security plan	56-63	50	47
10	Product safety	64	5	4
11	Green business management	65	10	9
12	Additional public benefit	66	60	52.2

Jiva Life contends that it should have been awarded all available points in each category, or at a minimum, that it should have received a higher score in each category.

Jiva Life requests that the County reevaluate Jiva Life's Proposal and provide Jiva Life with an opportunity to review the final scoring decisions that the County makes to each question.

D. THE COUNTY MUST PROVIDE JIVA LIFE WITH THE QUESTION BY QUESTION SCORES AND APPLICATIONS OF THE TOP 19 RANKED APPLICANTS

The RFP requires the County to score and rank all applicants based on the criteria set forth in the RFP. The County has failed to strictly comply with the RFP's requirements. In light of the fact the County has not strictly conformed with the RFP's requirements, the County must provide Jiva Life with the question by question scores along with the sub submitted applications for the top 19 ranked applications so Jiva Life can confirm if the County scored the other applications correctly and if it applied the same scoring metric and procedure to all applicants.

Unfortunately, because the County has failed to provide the question by question scoring of each application and has instead solely released a composite score with fractional scoring, the County has called into question the accuracy and reliability of the entire scoring and ranking process.

IV. CONCLUSION

Jiva Life should have been recommended for a Permit. Based on the categorical scores provided by the County, Jiva Life was a mere 6.8 points out of 400 from being recommended for a Permit.

When Jiva Life sought to verify the numerical score the County awarded, the County refused to provide the information necessary to determine if it had calculated Jiva Life's score correctly or in accordance with the scoring metric contained within the RFP.

While Jiva Life does not know exactly how the County calculated its scores, the limited information Jiva Life has received demonstrates the County has deviated from the scoring metrics contained within the RFP in some manner that the County refuses to disclose.

Riverside County Planning Department

Re: APPEAL OF CANNABIS RFP AWARD: JIVA LIFE, LLC (File No. CAN190069)

June 24, 2019

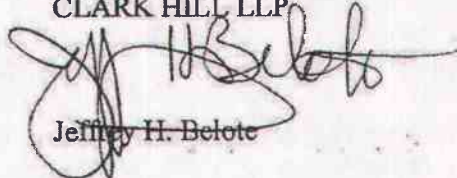
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Notwithstanding the fact the County refuses to disclose how it did calculate Jiva Life's scores, Jiva Life contends the County incorrectly scored its Proposal in eleven separate categories/subcategories.

The County must re-evaluate Jiva Life's Permit Application, apply the scoring metrics that the RFP mandates, and provide Jiva Life with a question by question breakdown of its results to determine if the County accurately and correctly computed Jiva Life's scores. Particularly, the County must address the fractional scoring system as well as the sub-category scoring to ensure Jiva Life did not miss points due to any clerical errors.

Respectfully submitted,

CLARK HILL LLP

A handwritten signature in black ink, appearing to read "Jeffrey H. Belote", is written over the typed name. The signature is stylized and cursive.

Jeffrey H. Belote



Cannabis Request for Proposal (RFP) Question & Answers



Clarifications on the process –

- **Only Pre-registered applicants who submitted an Interested Parties Form will be able to submit an application for the RFP process for consideration.**
- If you are ranked as a top 19 Retail Sales or top 50 Cultivation proposal it does not guarantee that you will obtain an approval for a Land Use Permit. After you are ranked you must apply for a Conditional Use Permit (CUP) through the Land Use Process.
- All types of Cannabis uses in the County must apply for a Conditional Use Permit and must go to a hearing before the Planning Commission for a recommendation to the Board of Supervisors (BOS) and before the BOS for a final decision.
- During the Conditional Use Permit process applicants will be required to enter into a Developer Agreement (DA).
- The following questions were posed to the County at the March 5, 2019 and March 6, 2019 Interested Parties Workshops and emailed to staff during the period of March 5, 2019 to March 20, 2019. Responses are based on the understanding of each question posed. It is the responsibility of the Proposers to review answers and best apply them to their Proposal.

Questions and Answers:

1.	Q:	Are we allowed to cultivate non-flowering plants? Will non-flowering plants count against the allowable square footage? Do non-flowering plants need to be covered?
	A:	<p>Cannabis Nurseries are not required to propagate plants in mixed light structures or indoor, but mature plants may not remain on the site and must be removed once matured. This use must have a Nursery License.</p> <p>If the plants will be cultivated to maturity they must be covered and they will count towards the Cannabis canopy. This use must have a Cultivating License.</p> <p>Note that Cannabis cultivators may propagate immature plants. The areas for propagation must be indicated on the provided site plan and these plants must be moved to the allowable canopy areas once they mature. At no time may mature plants exceed the canopy area that has been permitted on the property with a CUP. At no time may a Cannabis cultivator sell immature (nursery plants) or propagate nursery plants for others.</p>
2.	Q:	Is there an update regarding the W-2 form in the RFP process?
	A:	Cannabis activities are currently not allowed in the W-2 Zone and therefore, excluded from the RFP process but research regarding the W-2 Zone is currently being reviewed. Recommendations for this Zone as well as the R-R and R-A Zones will be presented to the Planning Commission and the Board for review and consideration later this year.
3.	Q:	How will applicants be notified if they are within 1,000 feet from another Cannabis proposed operation?
	A:	During the ranking process proposals will be reviewed to determine if any proposed Retail Sales Cannabis operations are within 1000 feet from another proposed Retail Sales Cannabis operation. If both proposals are in the included rankings, Proposers will be notified that they are within 1,000 feet from another Cannabis operation and informed that the first applicant to complete and receive CUP approval will be given the permit. Each applicant would then be proceeding at risk as to who obtains the permit first.

58.	Q:	Can an applicant include a subdivision in their proposal to allow for multiple permits?
	A:	During the implementation process (RFP's) the County is allowing a limited number of permits. Because of this and the complexity of subdividing a lot; at this time we will not be considering subdivision as an option for a Cannabis Retailer (dispensary) or a Cannabis cultivator.
59.	Q:	Are school administrative buildings/sites considered a sensitive use?
	A:	School administrative buildings/sites are not considered sensitive uses, only those that include instruction to youth grades K-12.
60.	Q:	Can one have multiple RFPs on one site?
	A:	No. One RFP for one use (Cultivation or Retail sales) may be submitted for this process, per Interested Party per site. The Business plan shall include all uses proposed but may only include Cultivation OR Retail Sales on one site, unless the proposal is for a Microbusiness.
61.	Q:	When do we apply?
	A:	Those proposers who are ranked in the top 50 for Cultivation use permits and the top 19 for Retail sales use permits may submit a CUP application to the County as soon as the ranking list has been ratified by the Board of Supervisors.
62.	Q:	Will the size of activity impact the scoring [RFP]?
	A:	A proposal will be ranked according to the points received from the ranking review. A proposal will not be compared to other proposals or sizes of proposed facility or canopy. A proposal will be ranked based on the merits of what is submitted within the proposals.
63.	Q:	Who will score proposals, and what are their qualifications?
	A:	County staff with different expertise will perform the ranking reviews; potentially with assistance from a consultant. No reviewer names will be released
64.	Q:	Is there an appeal process?
	A:	The appeal process is described in the Request for Proposal, in detail
65.	Q:	How will Public Benefit commitment in proposal be enforced; what is the accountability mechanism?
	A:	The required Development Agreement, with the inclusion of a Public Benefit, is a binding agreement that must be complied with and is enforceable. The CUP is a discretionary permit and approval of CUP requires an approved Development Agreement.
66.	Q:	Can a large lot be subdivided to get multiple permits (CUPs)?
	A:	Only one (1) CUP is allowed to be permitted per lot, with a maximum canopy area of 43,560 s.f. See also, answer provided for question 58. Above.
67.	Q:	If an LLC is 20% business owner, who in LLC signs forms?
	A:	All those that are signatory to an in LLC are required to provide a background check form.
68.	Q:	If a multiple tenant Retail building is within 40' setback but the suite/space that the Cannabis business is occupying is not, will the business meet the 40' setback?
	A:	Without discussing specific properties, generally, if a property is constructed with a legally permitted, established Retail facility that Retail facility would have been permitted with allowable setbacks. Therefore, as long as the proposed location of the Cannabis Retailer meets the setback requirements for Cannabis Retailers, it generally should comply with Ordinance No 348 setback requirements.
69.	Q:	How may we submit and how is submittal confirmed?
	A:	Proposers are encouraged to submit in person, where they will be handed a receipt from the cashier. Proposers may mail proposal submittals, but that is not recommended, as you will not receive a receipt immediately. See also, answer provided for questions 12 & 47 Above.
70.	Q:	Is MU considered residential?
	A:	Yes MU or Mixed Use is considered a residential zone.
71.	Q:	Can we change the size of canopy/license qty.?