

2022 MAR 10 AM 10:09
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PLANNING DEPARTMENT



CCUP22-0001
FILE # CCUP22-0001

CONDITIONAL/MINOR USE PERMIT

ASSESSOR'S PARCEL NO.(s) 094-090-10

PROJECT NAME/REQUEST: (Describe proposed use) BH&2K, LLC; Commercial Cannabis Cultivation

APPLICANT/AGENT Binh Ly

Mailing Address 6011 Rose Arbor Boulevard, San Pablo, CA 94806
P.O. Box or Street City State & Zip

Phone () 415-423-4659 EMAIL: bhl1228@yahoo.com

PROPERTY OWNER Mark Galatolo

Mailing Address 8260 Fairplay Road, Somerset, CA 95684
P.O. Box or Street City State & Zip

Phone () (916) 832 4786 EMAIL: Unknown

LIST ADDITIONAL PROPERTY OWNERS ON SEPARATE SHEET IF APPLICABLE

ENGINEER/ARCHITECT Eric Lind- Graphia Architecture & Design

Mailing Address 100 Gateway Dr Ste 120, Lincoln, CA 95648
P.O. Box or Street City State & Zip

Phone () (916) 209-9890 EMAIL: Unknown

LOCATION: The property is located on the _____ side of _____
N / E / W / S street or road

_____ feet/miles _____ of the intersection with _____
N / E / W / S major street or road

in the _____ area. PROPERTY SIZE _____
acreage / square footage

X [Signature] Date 2/20/22
signature of property owner or authorized agent

FOR OFFICE USE ONLY

Date 2/17/22 Fee \$ 2583 Receipt # 37485 Rec'd by MOUNT Census _____

Zoning _____ GPD _____ Supervisor Dist _____ Sec _____ Twn _____ Rng _____

ACTION BY _____ **PLANNING COMMISSION**
_____ **ZONING ADMINISTRATOR**

ACTION BY BOARD OF SUPERVISORS

Hearing Date _____

Hearing Date _____

Approved _____ Denied _____
findings and/or conditions attached

Approved _____ Denied _____
findings and/or conditions attached

APPEAL:
Approved _____ Denied _____

Executive Secretary _____

(Application Revised 4/2016)

CCUP22-0001

(Last revised 04/16)



ABRATE & OLSEN
LAW GROUP

2022 FEB 10 AM 10:09

EL DORADO COUNTY
PLANNING DEPARTMENT

I Binh Ly, as Managing Member and Owner of BH&2K, LLC, hereby authorize Julie G. He and Michael G. Abrate to submit to the County of El Dorado, California, any and all documents required to apply for or obtain a Commercial Cannabis Permit or License on behalf of BH&2K, LLC.

2/18/2022

Date:

DocuSigned by:

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Binh Ly

CCUP22-0001



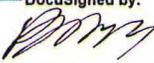
ABRATE & OLSEN
LAW GROUP

2022 FEB 10 AM 10:11
RECEIVED
PLANNING DEPARTMENT

I Binh Ly, as Managing Member and Owner of BH&2K, LLC, hereby authorize Julie G. He and Michael G. Abrate to submit to the County of El Dorado, California, any and all documents required to apply for or obtain a Commercial Cannabis Permit or License on behalf of BH&2K, LLC.

2/18/2022

Date: _____

DocuSigned by:

2B272122723C400...

Binh Ly



EL DORADO COUNTY PLANNING SERVICES

2850 Fairlane Court, Placerville, CA 95667 (530) 621-5355 <http://edcgov.us/Planning/>

CONDITIONAL/MINOR USE PERMIT

This packet is available on
our website

PURPOSE

Within each zone district there are land uses permitted by right and land uses permitted only by approval of a minor or conditional use permit. Land uses which are permitted by right are typically authorized by issuance of a building permit or business license. Those uses which are permitted only by the use permit process are those which are not typically found in the applicable zoning district and may be injurious to the neighborhood if not properly controlled. However, the use permit may be approved after public notice, public hearing, and subject to conditions which may limit or control the use.

Minor Use Permit. A Minor Use Permit is a process for reviewing uses and activities that are typically compatible with other allowed uses within a zone but due to their nature require consideration of site design and adjacent uses. Minor Use Permits provide for a discretionary review of minor projects or uses that are allowed, but do not meet the standards for administrative review. Unless the project incorporates standards or conditions that are capable of mitigating potentially significant environmental impacts to a level less than significant or is determined to be exempt from CEQA, it will be processed as a Conditional Use Permit.

Conditional Use Permit. The determination for a Conditional Use Permit shall be made by the Director based on the nature of the application and the policy issues raised by the project.

REQUIRED FINDINGS

In accordance with Section 130.52.020 and 130.52.021 of the Zoning Ordinance, the following findings must be made by the Zoning Administrator or Planning Commission before the Minor/conditional use permit can be approved:

1. The issuance of the permit is consistent with the General Plan;
2. The proposed use would not be detrimental to the public health, safety and welfare, or injurious to the neighborhood; and
3. The proposed use is specifically permitted by minor/conditional use permit pursuant to this Title.

PROCESS

1. Applicant/agent prepares all required submittal information and makes an appointment to submit the application to Planning Services.
2. Planner is assigned and the application is distributed to affected agencies for consultation and recommendation.
3. Assigned planner and representative from Transportation Division perform site visit and meet on-site with the applicant/agent, if necessary.
4. Draft environmental document is prepared and conditions of approval are drafted (or recommendation for denial is proposed).

(Last revised 04/16)

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Based upon the provisions set forth in the California Environmental Quality Act (CEQA), a Negative Declaration or Mitigated Negative Declaration may be prepared for a proposed project that *will not* have significant environmental impacts, or where those impacts can be mitigated to a less than significant level, respectively. However, if the project *will* have significant environmental impacts that cannot be mitigated, an Environmental Impact Report (EIR) is required. Certain projects may be listed in CEQA as Statutorily or Categorically Exempt from those provisions, in which case the timing and processing of the project is expedited. If it is determined that an EIR is required for your project, processing of the application is placed on "hold" status. The project only proceeds if the applicant agrees to fund the more costly EIR process. The applicant has the right to appeal the decision to require an EIR to the Board of Supervisors.

5. Applicant/agent meet with the Technical Advisory Committee (TAC - staff representatives of affected agencies) to discuss environmental review, conditions of approval (or recommendation for denial), and potential hearing date(s).

NOTE: This is a critical meeting and it is absolutely necessary for the applicant or agent to attend. If issues arise which cannot be resolved at this meeting, the application will either be placed on hold or the meeting rescheduled when the issue is resolved.

6. Project is noticed in the local newspaper advertising the required 30-day public review period for Negative Declarations as set by State law, or noting the project is Categorically Exempt from CEQA review.
7. Applicant receives the staff report at least two weeks prior to the public hearing which includes staff recommendation and proposed conditions of approval or mitigation measures.
8. Public hearing is conducted before the Zoning Administrator or Planning Commission where a final decision is made unless appealed by the applicant or affected party
9. An appeal may be filed by either the applicant or affected party within ten working days after decision (see Appeal process below).

TIMING

Steps 1 through 5 are typically completed within 60 days. The remaining steps are more flexible depending on the complexity of the application. Most applications will reach public hearing in four months. If appealed, an additional 30 days is required for the Board of Supervisors to hear the matter.

HEARING

Applications must be heard by either the Zoning Administrator (minor use permit applications) or the Planning Commission (conditional use permit applications), depending on the complexity of the application. More complex applications are typically heard by the Planning Commission. All public hearings are advertised in a local newspaper and notice is mailed to all property owners within a minimum 1,000-foot radius of the subject property.

APPEALS

If an appeal is made, the matter is heard at a public hearing of the Planning Commission or Board of Supervisors, depending on whether a minor or conditional use permit, with notice given as described above. Said appeal is usually heard 30 days after Zoning Administrator or Planning Commission decision.

FEES

Current application fees may be obtained by contacting Planning Services at (530) 621-5355 or by accessing Planning Services online fee schedule at <http://edcgov.us/Government/Planning/Fees.aspx>.

NOTE: Should your application be denied, application fees are nonrefundable. Should you request withdrawal of the application before a decision has been made, you may receive only that portion of the fee which has not yet been expended. If the public hearing notice has been advertised, fees are nonrefundable.

NOTE: In accordance with State Legislation (AB3158), you will be required to pay a State Department of Fish and Wildlife fee after approval of your application prior to the County filing the Notice of Determination on your project. This fee that increases annually, less \$50.⁰⁰ processing fee, is forwarded to the State Department of Fish and Wildlife and is used to help defray the cost of managing and protecting the State's fish and wildlife resources. If the project is found to have no effect on fish and game resources or otherwise exempt, only the \$50.⁰⁰ processing fee is required to file the Notice of Exemption with the State. These fees are due immediately after project approval, checks payable to "El Dorado County" and submitted to Planning Services for processing.

CONVERSION TO TIME AND MATERIALS

When in the opinion of the Development Services Director the required fee for an application is going to be inadequate to cover processing costs due to the complexity of the project or potential controversy that it may generate, the Development Services Director may convert the application to a time and materials process. When this conversion is proposed, the applicant will be notified in writing and will be requested to submit a deposit in an amount estimated to be sufficient to cover the remaining staff work to bring the application to a final decision. Staff work on the application will stop until a deposit is provided. Normally this conversion will occur when it is obvious the required fee is going to be insufficient, which would typically occur during or soon after the Technical Advisory committee meeting. However, it could occur later in the project if controversy becomes more evident and/or revisions are proposed to the project to mitigate project impacts or neighbor concerns. After the conversion, the applicant will receive a monthly statement/bill identifying the remaining processing fee and/or deposit, or the amount due if deposited funds have been exhausted. If monies are owed, they shall be paid before action by the hearing body.

CONDITIONS OF APPROVAL

As an applicant, you should be aware that environmental mitigation measures or other requirements will likely be made conditions of approval. Depending on the nature of the application, conditions of approval might involve landscaping, protection of riparian areas, fencing, paving of parking or access road, limited hours of operation, etc.

If your application involves a building permit, you should be aware of other costs that may be part of the building permit process that typically follows approval of an application. In addition to normal building permit fees, you will likely be required to pay traffic impact mitigation (TIM) fees, school fees based on square footage of the proposed building, plus fire and solid waste fees. The County Building Services has an informational document on commercial projects which identifies the extent of fees that may be required. It is also beneficial to contact those departments or agencies requiring the fees to determine actual estimated costs.

DEED RESTRICTIONS

Please review and understand any private deed restrictions recorded against your property to insure your proposed application does not violate such deed restrictions. If a conflict exists between the deed restrictions and your application, the County can still approve your application and issue necessary permits. However, County approval does not absolve your obligation to comply with deed restrictions.

APPLICATION

If the application and submittal requirements are not attached to this information packet, please contact Planning Services. You may also call Planning Services at (530) 621-5355 for general assistance.

APPOINTMENT

Applications are accepted by appointment only. Please call ahead for an appointment with a planner when you are ready to submit your application. Please have all required submittal information completed before your appointment. Appointments are generally made within 48 hours of your call to Planning Services at (530) 621-5355.



EL DORADO COUNTY PLANNING SERVICES

2850 Fairlane Court, Placerville, CA 95667 (530) 621-5355 <http://edcgov.us/Planning/>

REQUIRED SUBMITTAL INFORMATION for Conditional/Minor Use Permit

The following items 1 through 9 must be provided with all applications. The remaining items shall be required where applicable. **If all the required and applicable information is not provided, the application will be deemed incomplete and will not be accepted.** For your convenience, please use the check (✓) column on the left to be sure you have all the required and applicable information. **All plans and maps MUST be folded to 8½" x 11"**.

FORMS AND MAPS REQUIRED

Check (✓)
Applicant County

- 1) Application form, completed and signed.
- 2) Letter of authorization from all property owners authorizing agent to act as applicant, when applicable.
- 3) Proof of ownership (Grant Deed), if the property has changed title since the last tax roll.
- 4) A copy of official Assessor's map, showing the property outlined in red.
- 5) An 8 ½ x 11" vicinity map showing the location of the project in relation to the distance to major roads, intersections, and town sites.
- 6) Environmental Questionnaire form, completed and signed.
- 7) Provide name, mailing address and phone number of all property owners and their agents.
- 8) A record search for archaeological resources shall be conducted through the North Central Information Center located at CSU-Sacramento, 6000 J Street, Adams Bldg, #103, Sacramento, CA 95819-6100, phone number (916) 278-6217. If the record search identifies a need for a field survey, a survey shall be required. (A list of Archaeological Consultants and survey requirements is available at the Planning Department.) Archaeological surveys shall meet the "Guidelines for Cultural Resource Studies" approved by the Board of Supervisors, available at the Planning Department.
- 9) A traffic impact determination shall be provided utilizing El Dorado County's "Transportation Impact Study (TIS) – Initial Determination Form, located on the Planning Services website under "Applications and Forms".
- 10) If public sewer or water service is proposed, obtain and provide a Facilities Improvement Letter if the project is located within the EID service area, or a similar letter if located in another sewer/water district.

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(Last revised 04/16)

FORMS AND MAPS REQUIRED

Check (✓)
 Applicant County

11) If off-site sewer or water facilities are proposed to serve the project, provide four (4) copies of a map showing location and size of proposed facilities. If ground water is to be used for domestic water, submit a report noting well production data for adjacent parcels, or submit a hydrological report prepared by a geologist noting the potential for water based on the nature of project site geology.

12) In an accompanying report, provide the following data for area on each proposed parcel that is to be used for sewage disposal:

- a) Percolation rate and location of test on 4.5 acres or smaller
- b) Depth of soil and location of test
- c) Depth of groundwater and location of test
- d) Direction and percent of slope of the ground
- e) Location, if present, of rivers, streams, springs, areas subject to inundation, rock outcropping, lava caps, cuts, fills, and easements
- f) Identify the area to be used for sewage disposal
- g) Such additional data and information as may be required by the Division Director of Environmental Management to assess the source of potable water, the disposal of sewage and other liquid wastes, the disposal of solid wastes, drainage, and erosion control

13) Preceding parcel map, final map, or record of survey, if any exists.

14) Four (4) copies of an oak tree preservation plan. The oak tree preservation plan shall accurately include the following:

a) General identification of the oak tree canopy, noting significant oak tree species (e.g. blue oak, valley oak, etc.) where such groups are clearly distinguishable. Identification of the oak tree canopy shall be determined from base aerial photographs or by an on-site survey performed by a qualified biologist, certified arborist, or Registered Professional Forester (RPF).

b) Parcels having canopy cover of at least ten percent (10%) are subject to oak tree canopy coverage retention or replacement standards as follows:

| <u>Existing Canopy Cover</u> | <u>Percent of Canopy Cover to be Retained or Replaced</u> |
|------------------------------|---|
| 80 - 100 percent | 60 percent of existing canopy |
| 60 - 79 percent | 70 percent of existing canopy |
| 40 - 59 percent | 80 percent of existing canopy |
| 20 - 39 percent | 85 percent of existing canopy |
| 19 percent or less | 90 percent of existing canopy |

c) Where item (b) above applies and trees will be removed as the result of project improvements, a replacement plan shall be included with application submittal. Any provisions for tree preservation, transplanting, or replacement, shall be shown on a recordable (black and white version) site plan. The replacement plan shall also include a mitigation monitoring plan to ensure that proposed replacement trees survive.

FORMS AND MAPS REQUIRED

Check (✓)
Applicant County

- 15) Preliminary grading, drainage plan, and report. The plan should be of sufficient detail to identify the scope of grading, including quantities, depths of cut and fills (for roads and driveways where cuts/fills exceed 6 feet, and mass pad graded lots), location of existing drainage, proposed modifications, and impacts to downstream facilities. (See Section 110.14.240 of County Grading Ordinance for submittal detail)
- 16) If located within one of the five Ecological Preserve - EP overlay zones (Mitigation Area 0), rare plants may exist on-site. The State Department of Fish & Wildlife will require an on-site biological plant survey to determine the extent and location of rare plants on the project site. Such a survey can only occur from March 15 through August 15 when plants are readily visible. Therefore, if the State Department of Fish & Wildlife requires the plant survey, a substantial delay in the processing of your application could result. To avoid potential delays, you may choose to provide this survey with application submittal. (A list of possible Botanical Consultants is available at Planning Services.)
- 17) Name and address of Homeowner's Association, CSA 9 Zone of Benefit, or other road maintenance entity if it exists in the project area.
- 18) A site-specific wetland investigation shall be required on projects with identified wetlands as delineated on the applicable U.S.G.S. Quadrangle and/or by site visit, when proposed improvements will directly impact the wetland (reduce the size of the wetland area) or lie near the wetlands. (Available from Planning Services are the U.S. Corps of Engineers requirements for a wetlands delineation study. A list of qualified consultants is also available.)
- 19) An acoustical analysis shall be provided whenever a noise-sensitive land use (residences, hospitals, churches, libraries) are proposed adjacent to a major transportation source, or adjacent or near existing stationary noise sources. Such study shall define the existing and projected noise levels and define how the project will comply with standards set forth in the General Plan.
- 20) Where potential for special status plant and/or animal habitats are identified on the parcel(s), an on-site biological study shall be required to determine if the site contains special status plant or animal species or natural communities and habitats.
- 21) An air quality impact analysis shall be provided utilizing the El Dorado County Air Pollution Control District's "Guide to Air Quality Assessment."

SITE PLAN REQUIREMENTS

Five (5) copies plus an electronic copy (CD-ROM or other medium) of the site plan detailing what exists on the site at time of application shall be submitted on 24" x 36" sheets or smaller, drawn to scale, and of sufficient size to clearly show all details and required data. **All plans MUST be folded to 8½" x 11", plus one 8½" x 11" reduction. NO ROLLED DRAWINGS WILL BE ACCEPTED.**

For your convenience, please check the Applicant column on the left to be sure you have all the required submittal information.

Check (√)
Applicant County

- 1) Project name (if applicable).
- 2) Name, address of applicant and designer (if applicable).
- 3) Date, north arrow, and scale.
- 4) Entire parcel of land showing perimeter with dimensions.
- 5) All roads, alleys, streets, and their names.
- 6) Location of easements, their purpose and width.
- 7) All existing and proposed uses (i.e. buildings, driveways, dwellings, utility transmission lines, etc.).
- 8) Parking and loading stalls with dimensions (refer to Zoning Ordinance Chapter 130.35 and the Community Design Standards-Parking and Loading Standards).
- 9) Trash and litter storage or collection areas, and propane tank location(s).
- 10) Total gross square footage of proposed buildings.
- 11) Proposed/existing fences or walls.
- 12) Sign locations and sizes (if proposed) (refer to Zoning Ordinance Chapter 130.16).
- 13) Pedestrian walkways, courtyards, etc. (if proposed).
- 14) Exterior lighting plan (if proposed), along with a Photometric Study and fixture specifications (refer to Zoning Ordinance Chapter 130.34 and the Community Design Standards-Outdoor Lighting Standards).
- 15) Existing/proposed water, sewer, septic systems, and wells (if applicable).
- 16) Existing/proposed fire hydrants.
- 17) Tentative subdivision or parcel map (if applicable).
- 18) Public uses (schools, parks, etc.)
- 19) The location, if present, of rock outcropping, lava caps, drainage courses, lakes, canals, reservoirs, rivers, streams, spring areas subject to inundation and wetlands. (Show respective 100-foot and 50-foot septic system setbacks when a septic system is proposed).

SITE PLAN REQUIREMENTS

Check (√)

Applicant County

- 20) Identify areas subject to a 100-year flood on perennial streams or creeks, and show high water level (100-year) on map. Where this data is not readily available, January 1997 flood level can be shown if known. (Refer to the Federal Emergency Management Agency (FEMA) website).
- 21) Note any proposed trails within the project; and where applicable, connection to existing or proposed trail systems.

PRELIMINARY LANDSCAPE PLAN REQUIREMENTS

Required when parking facilities are proposed or otherwise at planner's discretion. (Refer to Zoning Ordinance Chapter 130.33 and the Community Design Standards – Landscaping and Irrigation Standards).

(Five (5) copies plus an electronic copy (CD-ROM or other medium), **folded to 8½" x 11", plus one 11" x 17" reduction**).

Check (√)

Applicant County

- 1) Location, quantity, and a gallon size of proposed plant material (See Zoning Ordinance Chapter 130.33 and the Community Design Standards – Landscaping and Irrigation Standards).
- 2) Note quantity/type of trees to be removed.
- 3) Location, general type (pine, oak, etc.) and size of all existing trees, in those areas that are subject to grading or otherwise may be removed/affected by proposed improvements. Note quantity of trees to be removed.
- 4) List of both common and botanical names of plant material (use of drought tolerant species is highly recommended). A recommended list of drought-tolerant species is available at Planning Services.
- 5) Location of irrigation proposed. (NOTE: The final Landscape Plan will ultimately be required to meet the County's Water Conserving Landscape Standards. Copies are available at Planning Services).

PRELIMINARY GRADING AND DRAINAGE PLAN

Required whenever any grading is proposed.

(Five (5) copies plus an electronic copy (CD-ROM or other medium), **folded to 8½" x 11", plus one 8.5" x 11" reduction**).

Check (√)

Applicant County

- 1) Contours or slope data (pursuant to Chapter 110.14 of County Code Grading, Erosion, and Sediment Control Ordinance).
- 2) Drainage improvements, culverts, drains, etc.
- 3) Limits of cut and fill.

PLAN OF BUILDING ELEVATIONS

Required whenever a new structure or addition is proposed.

(Five (5) copies plus an electronic copy (CD-ROM or other medium), **folded to 8½" x 11", plus one 8.5" x 11" reduction**).

Check (✓)
Applicant County

- | | | |
|--------------------------|----|--|
| <input type="checkbox"/> | 1) | Building design, elevations of all sides. |
| <input type="checkbox"/> | 2) | Exterior materials, finishes, and colors. |
| <input type="checkbox"/> | 3) | Existing/proposed signs showing location, height and dimensions. Include sign plan for project with multiple businesses. |

Planning Services reserves the right to require additional project information as provided by Section 15060 of the California Environment Quality Act, or as required by the General Plan development policies, when such is necessary to complete the environmental assessment.

NOTE: APPLICATION WILL BE ACCEPTED BY APPOINTMENT ONLY. MAKE YOUR APPOINTMENT IN ADVANCE BY CALLING (530) 621-5355.

File # _____
Date Filed: _____

EL DORADO COUNTY PLANNING SERVICES
ENVIRONMENTAL QUESTIONNAIRE

Project Title BH&2K, LLC
Lead Agency N/A
Name of Owner Mark Galatolo Telephone (916) 832 4786 (Agent)
Address 8260 Fairplay Road, Somerset, CA 95684
Name of Applicant Binh Ly Telephone 415-423-4659
Address 6011 Rose Arbor Boulevard, San Pablo, CA 94806
Project Location 8260 Fairplay Road, Somerset, CA 95684
Assessor's Parcel Number(s) 094-090-10
Acreage 60.57 Acres Zoning PA-20

Please answer all of the following questions as completely as possible. Subdivisions and other major projects will require a Technical Supplement to be filed together with this form.

1. Type of project and description: Cultivation of Commercial Cannabis for Recreational Use
2. What is the number of units/parcels proposed? 1

GEOLOGY AND SOILS

3. Identify the percentage of land in the following slope categories:
 0 to 10% 11 to 15% 16 to 20% 21 to 29% over 30%
4. Have you observed any building or soil settlement, landslides, rock falls or avalanches on this property or in the nearby surrounding area? NO
5. Could the project affect any existing agriculture uses or result in the loss of agricultural land?
NO

DRAINAGE AND HYDROLOGY

6. Is the project located within the flood plain of any stream or river? If so, which one?
NO
7. What is the distance to the nearest body of water, river, stream or year-round drainage channel?
A few hundred feet Name of the water body? Pond (Unknown Name)
8. Will the project result in the direct or indirect discharge of silt or any other particles in noticeable amount into any lakes, rivers or streams? NO

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9. Will the project result in the physical alteration of a natural body of water or drainage way?
If so, in what way? NO

10. Does the project area contain any wet meadows, marshes or other perennially wet areas?
NO

VEGETATION AND WILDLIFE

11. What is the predominant vegetative cover on the site (trees, brush, grass, etc.)? Estimate percentage of each: Grass

12. How many trees of 6-inch diameter will be removed when this project is implemented?
Unknown

FIRE PROTECTION

13. In what structural fire protection district (if any) is the project located? Pioneer

14. What is the nearest emergency source of water for fire protection purposes (hydrant, pond, etc.)?
Pond

15. What is the distance to the nearest fire station? 5.2 miles

16. Will the project create any dead-end roads greater than 500 feet in length?
No

17. Will the project involve the burning of any material including brush, trees and construction materials?
No

NOISE QUALITY

18. Is the project near an industrial area, freeway, major highway or airport? If so, how far?
No

19. What types of noise would be created by the establishment of this land use, both during and after construction? See acoustic study

AIR QUALITY

20. Would any noticeable amounts of air pollution, such as smoke, dust or odors, be produced by this project? No

WATER QUALITY

21. Is the proposed water source: public or private, treated or untreated?
Name the system: Private Well

22. What is the water use (residential, agricultural, industrial or commercial)?
Agricultural

AESTHETICS

23. Will the project obstruct scenic views from existing residential areas, public lands, public bodies of water or roads? No

ARCHAEOLOGY/HISTORY

24. Do you know of any archaeological or historical areas within the boundaries or adjacent to the project? (e.g., Indian burial grounds, gold mines, etc.) No

SEWAGE

25. What is the proposed method of sewage disposal? X septic system _____ sanitation district
Name of district: _____

26. Would the project require a change in sewage disposal methods from those currently used in the vicinity? No

TRANSPORTATION

27. Will the project create any traffic problems or change any existing roads, highways or existing traffic patterns? No

28. Will the project reduce or restrict access to public lands, parks or any public facilities?
No

GROWTH-INDUCING IMPACTS

29. Will the project result in the introduction of activities not currently found within the community?
No

30. Would the project serve to encourage development of presently undeveloped areas, or increases in development intensity of already developed areas (include the introduction of new or expanded public utilities, new industry, commercial facilities or recreation activities)?
No

31. Will the project require the extension of existing public utility lines? If so, identify and give distances:
No

GENERAL

32. Does the project involve lands currently protected under the Williamson Act or an Open Space Agreement? No
33. Will the project involve the application, use or disposal of potentially hazardous materials, including pesticides, herbicides, other toxic substances or radioactive material?
No
34. Will the proposed project result in the removal of a natural resource for commercial purposes (including rock, sand, gravel, trees, minerals or top soil)?
No
35. Could the project create new, or aggravate existing health problems (including, but not limited to, flies, mosquitos, rodents and other disease vectors)?
No
36. Will the project displace any community residents? No

DISCUSS ANY YES ANSWERS TO THE PREVIOUS QUESTIONS (attach additional sheets if necessary)

MITIGATION MEASURES (attach additional sheets if necessary)

Proposed mitigation measures for any of the above questions where there will be an adverse impact:

Form completed by:



Date:

2/28/22



EL DORADO COUNTY PLANNING SERVICES

REQUIRED SUBMITTAL INFORMATION

for

SUPPLEMENTAL SUBMITTAL INFORMATION FOR COMMERCIAL CANNABIS FACILITIES

**PROJECT DESCRIPTION QUESTIONNAIRE
(Required for ALL license types)**

Any responses that exceed available space should be provided in an attached document, with answers to questions listed by section number, item number, in the order requested. The applicant must put together a well-organized application with all sections clearly labeled and items numbered in the order that they were asked. If the applicant attempts to reformat the responses out of order or without clearly labelling the section and number of the application item the applicant is addressing, the application will be rejected. Please fill out the Transportation Impact Study (TIS) form at the end of the pre application.

1. What State of California cannabis business license types are you applying for? (check all that apply)

- Cultivation/Nursery ✓
- Delivery
- Distribution ✓
- Dispensary/Retail
- Laboratory
- Manufacture
- Micro Business

2. What is the location/situs of the proposed cannabis business site? If the site includes contiguous APN's, all APN's must be listed. To determine your zoning designation, click on the following (please have your APN number): <http://edcapps.edcgov.us/Planning/parceldatainfo.asp> If you do not know your APN, click here: <https://parcel.edcgov.us/>

| Address | APN | Zoning Designation | Land Use Designation |
|--|------------|--------------------|----------------------|
| 8260 Fairplay Road, Somerset, CA 95684 | 094-090-10 | PA-20 | AL |
| | | | |
| | | | |
| | | | |

3. Do you own the property, lease the property, or have another arrangement? Explain. If you are the owner please provide evidence of property ownership & authorization.

The real property that is the subject of the application is owned by Mark Galatolo. Mr. Galatolo has designated Binh Ly, on behalf of BH & 2K, LLC, as his authorized agent and has provided authorization for Mr. Ly to apply for a commercial cannabis permit.

Please attach the following supporting information, as applicable.

- Copy of current deed, or other proof of ownership for the property where commercial activity will occur.
- Copy of lease or similar instrument explicitly authorizing cannabis business activities and development/permits you are applying for (if you are not the property owner).
- Notarized written consent of the property owner to allow named applicant(s) to apply for cannabis business permit activity (if you are not the owner of record and do not have authority to apply for commercial cannabis permits through lease or written agreement).

4. Aerial Imagery (OPTIONAL: may be included with other maps): Please attach the following supporting information:

- a. Vicinity Map- Aerial vicinity map with parcel boundaries clearly demarcated showing all parcel(s) associated with proposed cannabis business and surrounding neighboring parcels.
- b. Site Map- Updated (recent) aerial photo of the proposed cannabis annual operating site in relation to the entire parcel(s) that shows all structures and/or grow areas superimposed/outlined over aerial where cannabis business activities will occur. Label all business activity areas and show dimensions. The map must be of sufficient scale and level of detail to accurately depict the proposed location of the cannabis activity on the property. For very large parcels show overview map with entire parcel depicted and provide a zoomed-in map of the portion of the parcel where cannabis business activities will occur. See Supplemental Materials (pp. 20-23) for examples of appropriate aerial maps.

5. Copy of Assessor's Parcel map highlighting all parcels involved in cannabis annual operating permit application. This could require a trip to the Planning and Building Department.

6. Interior Facility Plan (floor plan) for existing and proposed structures. See Phase 1, Supplemental Materials (pg. 22).

7. Lighting Diagram for cultivation structures. See Phase 1, Supplemental Materials (pg. 23).

8. If you have/had an existing cannabis business in the El Dorado County, did you or will you relocate your cannabis business?

Yes No

Not Applicable

If so, identify previous location. _____
Please attach documentation.

9. Are there any contracts or easements that affect the use of the property? e.g. Williamson Act Contract, etc.

Yes No

If yes, attach contract information to this packet.

10. Does the property for which a license is sought have a residence onsite or under construction?

Yes No

If no, please explain status: _____

11. If applicable, does or will the cultivator or cultivation manager reside on property for which a license is requested? Attach evidence if available.

Yes No

12. Provide the name and contact information for the Designated Local Contact?

Binh Ly- 6011 Rose Arbor Avenue, San Pablo, CA 94806; (415) 423-4659

Julie He- 9401 E. Stockton Blvd #230, Elk Grove, CA 95624; (916) 230-6060

13. Program Scope

- a. Please provide a short, general overview of the proposed cannabis facility (attach additional sheets if needed). Please limit your description to the physical and logistical requirements of the facility ONLY.

See Exhibit 13

- b. Please indicate what products/services will be provided by the facility (attach additional sheets if needed).

The Applicant will grow and sell smokable flower and distribute it if granted a distribution license.

- c. Will there be multiple licensees associated with this parcel, e.g., is co-location proposed? This includes existing dispensaries.

Yes No
If yes, please also complete Phase 1, Form F

- d. Will there be multiple parcels sharing infrastructure, e.g., is a master planned site proposed?

Yes No
If yes, please also complete Phase 1, Form F

- e. Provide description of number of employees proposed.

Distinguish between seasonal, full/part-time employees, and if employment is existing now or proposed. Clarify number of employees associated with each license type proposed or if same employees will perform various duties across multiple license types for your business.

Five full-time employees, and eight additional part-time employees during planting and harvesting seasons.

The five full-time employees would be responsible for the cultivation and distribution aspects of the project.

f. Will the operation maintain a fleet of vehicles?

Yes No

If yes, explain further below including intended use of vehicles. Be sure to note existing vehicles and their use, as distinct from what is proposed in the future (if your operation has been in operation at the project location in the past).

g. Will delivery vehicles come to the facility?

Yes No

If so, provide estimates on frequency and number of deliveries based upon proposed project buildout.

Two to three vehicles will be used to bring materials to the cultivation site and for distribution of the final product if granted a distribution license.

h. What is the source of electricity for the cannabis business operation?

PG&E
 Generator
 Renewables (specify) _____
 Other (specify) _____

Generators may be used as a secondary or back-up power source pursuant to a valid permit from the El Dorado County Air Quality Management District and evidence that it meets EDC noise standards.

i. What is the source of water for the cannabis operation?

Well
 District
 Spring
 Other (specify) _____

If you have a copy of the statement of water diversion, or other permit, license or registration filed with the California State Water Resources Control Board (SWRCB), Division of Water Rights, attach to your application.

j. How will wastewater be removed? This includes wastewater from cultivation or manufacturing processes.

Septic
 District
 Other (specify) _____

k. What are the proposed hours of operation? Note differences, if applicable, for each license type.

The proposed operation will run during normal business hours (8:00 am-5:00 pm)
Monday through Friday.

l. If you intend to phase your development over several years and gradually add on square footage/structures, licensed activities, employees and the like, please describe approximate phasing plan (e.g. Year 1, Year 2, Year 3 with accompanying description of the physical development and operational requirements of each phase).

If no applicable, insert "N/A" and move on to next question.

Not Applicable

m. Describe ALL proposed land alteration needed to support site improvements such as development of structures, roads/parking, employee facilities, septic, fencing, etc. Check each of the following additional items that apply and describe in detail.

Attach additional sheet if necessary

Estimated grading (cut/fill) required to provide road access, support structural development, etc.,

Type and number of native oak trees to be removed, acreage of other vegetation to be altered/removed. Ensure full description includes any trimming of trees/vegetation.

Note any previous site alteration done to support existing operations (if applicable).

Stream/river crossings required to access cannabis operation. Detail if permits will be needed for development proposed near streams/river crossings. Provide determination from CDFW or USACE if available.

n. Will any of the following operations be performed as part of the cannabis operation?

- Open outdoor storage, processing and/or mixing of soil or soil amendments
- Vegetation clearing, soil disturbance or road construction/maintenance.
- Process that may generate fumes, dust, smoke or strong odors (Includes: manufacturing, processing, production, testing, dispensing facilities)
- Open outdoor burning
- Aggregate and/or wood processing activities

o. Will you be using or storing hazardous materials?

Yes No

p. Are you aware of sensitive habitat or species of special concern on your property?

Yes No
If yes, explain: _____

q. Do you or will you illuminate any portion of the property that is visible from the exterior between sunset and sunrise (e.g., security lights, mixed lighting)?

Yes No
If yes, describe how you will comply with the El Dorado County Zoning Ordinance Chapter 130.34.

r. How do you intend to secure your site and comply with the Security and wildlife exclusionary fencing development standards (Article 4 – Special Use Regulations, Chapter 130.41 – Cannabis)

Explain and attach additional sheets and diagrams as needed.

See Attachment 13R

s. How do you intend to manage onsite cannabis waste?

See Attachment 13S

t. How do you intend to comply with the (Article 4 – Special Use Regulations, Chapter 130.41 – Cannabis), Renewable Energy Sources?

See Attachment 13T

u. Have you completed a Business Plan for your operation?

Yes No
If yes, you may submit a copy for review.

v. Do you understand that the County staff may inspect your site, sometimes without notice?

Yes No

ATTACHMENT 3

Copy of Current Deed

Notarized Written Consent

Copy of Lease

2022 JUL 10 10:10 AM
CLERK OF SUPERIOR COURT
PLA. COUNTY OF ALBERTA

CCUP22-0001

RECORDING REQUESTED BY



Inter-County Title Co.
of El Dorado County

AND WHEN RECORDED MAIL DOCUMENT
AND TAX STATEMENTS TO:

Name Mr. and Mrs. Mark Galatolo
Street 901 Bauer Dr.
City & State San Carlos, Ca 94070



El Dorado, County Recorder
William Schultz Co Recorder Office
DOC- 2004-0080840-00

Acct 4-INTER COUNTY TITLE CO
Monday, OCT 04, 2004 14:30:00
Ttl Pd \$945.00 Nbr-0000637671
LJP/C1/1-2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Order No. PV-213691-LE

GRANT DEED

A.P.N. 094-090-10

The undersigned grantor(s) declare(s):
Documentary transfer tax is \$935.00
(X) computed on full value of property conveyed, or
() computed on full value less value of liens and encumbrances remaining at time of sale.

PCOS
FILED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Robert P. Thatcher and Donna Gay Thatcher, husband and wife, as joint tenants

hereby GRANT(S) to

Mark Galatolo and Norma Galatolo, husband and wife as joint tenants

the following described real property situated in the unincorporated area of the County of El Dorado, State of California:

For legal description see attached Exhibit A

Dated: 9/17/2004

Robert P. Thatcher

Donna Gay Thatcher

STATE OF CALIFORNIA } SS.
COUNTY OF El Dorado }

On 9/21/04 before me,
Laura J. Lenox, personally appeared
Robert P. Thatcher
and Donna Gay Thatcher

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature



CCUP22-0001

080840

Order No. PV-213691-LE

EXHIBIT A

PARCEL NO. 1:

The South half of the Southwest quarter of Section 33, Township 9 North, Range 12 East, M.D.M.

EXCEPTING THEREFROM, all that portion of the South half of the Southwest quarter of Section 33, Township 9 North Range 12 East, M.D.B.&M., described as follows:

BEGINNING at the Northeast corner of said South half; thence along the North line of said South half Westerly 1006.00 feet; thence leaving said North line along a line parallel with the East line of said South half South 433.00 feet; thence along a line parallel with said North line Easterly 1006.00 feet to said East line; thence North 433.00 feet to the point of beginning.

ALSO EXCEPTING THEREFROM all that portion there lying Easterly of the centerline of the present Fairplay and Aukum County Road.

ALSO EXCEPTING THEREFROM THE FOLLOWING:

BEGINNING at a point on the West line of Section 33, Township 9 North, Range 12 East from which the Southwest corner of said Section 33 Bears South 0° 16' 54" West, 956.78 feet; Thence from said point of beginning. North along said section line North 0° 16' 54" East 478.38 feet, to the South sixteenth corner common to Sections 32 and 33; thence South 89° 01' 14" East along the Sixteenth line 195.00 feet; thence South 0° 16' 54" West 478.38 feet; thence North 89° 01' 14" West 195.00 feet to the point of beginning.

PARCEL NO. 2:

All that portion of the Southeast quarter of the Southeast quarter of Section 32, Township 9 North, Range 12 East, M.D.M., described as follows:

BEGINNING Southeast corner of Section 32, Township 9 North, Range 12 East; Thence North along the East line of said Section 32 North 0° 16' 54" East 956.78 feet, thence North 89° 01' 14" West 97.50 feet; thence South 0° 16' 54" West 956.44 feet to the South line of said Section 32; thence South 88° 48' 53" East 97.48 feet to the Southeast corner of Section 32 and the point of beginning.

I, Mark Galatolo am the legal owner of the real property located at 8260 Fairplay Road, Somerset, California 95684 (APN: 094-090-100-10).

I hereby authorize Binh Ly, Managing Member of BH & 2K, LLC to apply for a commercial cultivation of cannabis permit, operating permit, and Conditional Use Permit, on my behalf for the real property described above. I further name Binh Ly as my authorized agent as it relates to this project. I hereby further authorize Binh Ly to apply for a setback variance of the property related to the commercial cultivation of cannabis under El Dorado County Ordinance 5110.

11-6-2020
Date:


Mark Galatolo

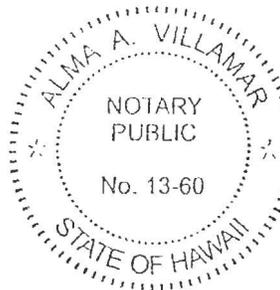
State of Hawaii

ss.

County of Maui

On this 6th day of November, 2020, before me personally appeared Mark Galatono, to me provided a valid identification to be the person described in and who executed the foregoing personal authorization letter and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal.



A handwritten signature in black ink, appearing to read "Alma A. Villamar".

Alma A. Villamar

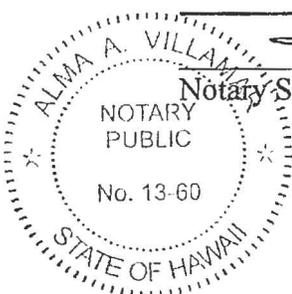
Notary Public, State of Hawaii

My Commission expires: February 10, 2021

Doc. Date: 11.06.2020 # Pages 1

Notary Name: Alma A. Villamar Second Circuit

Doc. Description: Personal Authorization Letter

A handwritten signature in black ink, appearing to read "Alma A. Villamar".

Notary Signature

11.06.2020
Date



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)

2018 12 18
CALIFORNIA ASSOCIATION OF REALTORS

(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. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

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. An agent acting only for a Buyer has the following affirmative obligations:

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. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

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. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

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).**

Buyer Seller Landlord Tenant Binh Lu EGENY SUBJECT Date 07/08/2020 06:00 PM GMT

Binh Ly

07/12/2020 12:44 AM GMT

Buyer Seller Landlord Tenant Mark Galatolo Date _____

Agent Carlisle Realty & Lending DRE Lic. # 01907175

By Gerael Jones Real Estate Broker (Firm) DRE Lic. # 02057144 Date 07/08/2020 09:23 PM GMT

(Salesperson or Broker-Associate, if any) Gerael Jones

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AD REVISED 12/18 (PAGE 1 OF 2)

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

CCCTP??-0001



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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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 Mark Galatolo 05/27/2020 12:43 AM GMT Date Mark Galatolo

Seller Norma Galatolo Date

Buyer Binh Lu 05/19/2020 12:53 AM GMT Date Binh Ly

Buyer Date

Buyer's Brokerage Firm Carlile Realty & Lending DRE Lic # 01907175 Date

By Gerael Jones DRE Lic # 02057744 Date 05/19/2020 12:56 AM GMT

Seller's Brokerage Firm Village Real Estate DRE Lic # 01516234 Date

By Thomas M. Pfeiffer 04:31 PM GMT DRE Lic # 00458816 Date

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

Property Address: 8260 Fairplay Rd, Somerset, CA 95684 ("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 wired 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 Binh Lu  Binh Ly Date 05/19/2020 12:53 AM GMT

Buyer/Tenant _____ Date _____

Seller/Landlord Mark Galatolo  Mark Galatolo Date 05/22/2020 12:43 AM GMT

Seller/Landlord _____ Norma Galatolo Date _____

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WFA REVISED 12/17 (PAGE 1 OF 1)

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



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

Property Address: 8260 Fairplay Rd, Somerset, CA 95684

(“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.

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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 wired 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 Binh Lu  Binh Ly Date 07/08/2020 06:00 PM GMT

Buyer/Tenant _____ Date _____

Seller/Landlord _____ Mark Galatolo Date _____

Seller/Landlord _____ Date _____

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CALIFORNIA
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VACANT LAND PURCHASE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS
(C.A.R. Form VLPA, Revised 12/18)

Date Prepared: July 7, 2020

1. OFFER:

- A. THIS IS AN OFFER FROM Binh Ly ("Buyer"),
 B. THE REAL PROPERTY to be acquired is 8260 Fairplay Rd, situated in
Somerset (City), El Dorado (County), California, 95684 (Zip Code), Assessor's Parcel No. 094-090-10-10 ("Property").
 Further Described As 8260 Fairplay Road
 C. THE PURCHASE PRICE offered is Eight Hundred Fifty Thousand
 Dollars \$ 850,000.00
 D. CLOSE OF ESCROW shall occur on July 14, 2024 (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 Thomas Pfeiffer, Broker License Number 00458816
 Is the broker of (check one): the seller; or both the buyer and seller. (dual agent)
 Seller's Agent Thomas Pfeiffer License Number 00458816
 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 Carlile Realty & Lending License Number 01907175
 Is the broker of (check one): the buyer; or both the buyer and seller. (dual agent)
 Buyer's Agent Gerael Jones License Number 02057744
 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 \$ 40,000.00
 (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 deposits 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 FHA, VA, 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.
 (3) FHAVA: For any FHA or VA loan specified in 3D(1), Buyer has 17 (or _____) Days After Acceptance to Deliver to Seller written notice (C.A.R. Form FVA) of any lender-required repairs or costs that Buyer requests Seller to pay for or otherwise correct. Seller has no obligation to pay or satisfy lender requirements unless agreed in writing. A FHAVA amendatory clause (C.A.R. Form FVAC) shall be a part of this transaction.

Buyer's Initials (BL) (_____)

Seller's Initials (mg) (_____)

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FORM VLPA REVISED 12/18 (PAGE 1 OF 11)

E. ADDITIONAL FINANCING TERMS:

F. BALANCE OF DOWN PAYMENT OR PURCHASE PRICE in the amount of \$ 810,000.00
to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

G. PURCHASE PRICE (TOTAL): \$ 850,000.00

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 19B(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 19, 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.

L. SELLER FINANCING: The following terms (or the terms specified in the attached Seller Financing Addendum) (C.A.R. Form SFA) apply ONLY to financing extended by Seller under this Agreement.

(1) BUYER'S CREDIT-WORTHINESS: Buyer authorizes Seller and/or Brokers to obtain, at Buyer's expense, a copy of Buyer's credit report. Within 7 (or _____) Days After Acceptance, Buyer shall provide any supporting documentation reasonably requested by Seller.

(2) TERMS: Buyer's promissory note, deed of trust and other documents as appropriate shall incorporate and implement the following additional terms: (i) the maximum interest rate specified in paragraph 3D shall be the actual fixed interest rate for Seller financing; (ii) deed of trust shall contain a REQUEST FOR NOTICE OF DEFAULT on senior loans; (iii) Buyer shall sign and pay for a REQUEST FOR NOTICE OF DELINQUENCY prior to Close Of Escrow and at any future time if requested by Seller; (iv) note and deed of trust shall contain an acceleration clause making the loan due, when permitted by law and at Seller's option, upon the sale or transfer of the Property or any interest in it; (v) note shall contain a late charge of 6% of the installment due (or _____) if the installment is not received within 10 days of the date due; (vi) title insurance coverage in the form of a joint protection policy shall be provided insuring Seller's deed of trust interest in the Property (any increased cost over owner's policy shall be paid by Buyer); and (vii) tax service shall be obtained and paid for by Buyer to notify Seller if property taxes have not been paid.

(3) ADDED, DELETED OR SUBSTITUTED BUYERS: The addition, deletion or substitution of any person or entity under this Agreement or to title prior to Close Of Escrow shall require Seller's written consent. Seller may grant or withhold consent in Seller's sole discretion. Any additional or substituted person or entity shall, if requested by Seller, submit to Seller the same documentation as required for the original named Buyer. Seller and/or Brokers may obtain a credit report, at Buyer's expense, on any such person or entity.

M. ASSUMED OR "SUBJECT TO" FINANCING: Seller represents that Seller is not delinquent on any payments due on any loans. Seller shall, within the time specified in paragraph 19, provide Copies of all applicable notes and deeds of trust, loan balances and current interest rates to Buyer. Buyer shall then, as specified in paragraph 19B(3), remove this contingency or

Buyer's Initials (BL) (_____)

Seller's Initials (mg) (_____)



Property Address: 8260 Fairplay Rd, Somerset, CA 95684

Date: July 7, 2020

cancel this Agreement. Differences between estimated and actual loan balances shall be adjusted at Close Of Escrow by cash down payment. Impound accounts, if any, shall be assigned and charged to Buyer and credited to Seller. Seller is advised that Buyer's assumption of an existing loan may not release Seller from liability on that loan. If this is an assumption of a VA Loan, the sale is contingent upon Seller being provided a release of liability and substitution of eligibility, unless otherwise agreed in writing. If the Property is acquired subject to an existing loan, Buyer and Seller are advised to consult with legal counsel regarding the ability of an existing lender to call the loan due, and the consequences thereof.

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. **MANUFACTURED HOME PURCHASE:** The purchase of the Property is contingent upon Buyer acquiring a personal property manufactured home to be placed on the Property after Close Of Escrow. Buyer has has not entered into a contract for the purchase of a personal property manufactured home. Within the time specified in paragraph 19, Buyer shall remove this contingency or cancel this Agreement, (or this contingency shall remain in effect until the Close Of Escrow of the Property).

6. **CONSTRUCTION LOAN FINANCING:** The purchase of the Property is contingent upon Buyer obtaining a construction loan. A draw from the construction loan will will not be used to finance the Property. Within the time specified in paragraph 19, Buyer shall remove this contingency or cancel this Agreement (or this contingency shall remain in effect until Close Of Escrow of the Property).

7. ADDENDA AND ADVISORIES:

- A. ADDENDA:
- | | |
|---|--|
| <input type="checkbox"/> Addendum # _____ | (C.A.R. Form ADM) |
| <input type="checkbox"/> Back Up Offer Addendum (C.A.R. Form BUO) | <input type="checkbox"/> Court Confirmation Addendum (C.A.R. Form CCA) |
| <input type="checkbox"/> Septic, Well and Property Monument Addendum (C.A.R. Form SWPI) | |
| <input type="checkbox"/> Short Sale Addendum (C.A.R. Form SSA) | <input type="checkbox"/> Other _____ |

B. BUYER AND SELLER ADVISORIES:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Buyer's Vacant Land Additional Inspection Advisory (C.A.R. Form BVLIA) | |
| <input type="checkbox"/> Probate Advisory (C.A.R. Form PA) | <input type="checkbox"/> Statewide Buyer and Seller Advisory (C.A.R. Form SBSA) |
| <input type="checkbox"/> Trust Advisory (C.A.R. Form TA) | <input type="checkbox"/> REO Advisory (C.A.R. Form REO) |
| <input type="checkbox"/> Short Sale Information and Advisory (C.A.R. Form SSIA) | <input checked="" type="checkbox"/> Other OPTION AGREEMENT & LEASE |

8. **OTHER TERMS:** _____

9. 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 Disclosure Source.
- (2) Buyer Seller shall pay for the following Report _____ prepared by _____.
- (3) Buyer Seller shall pay for the following Report _____ prepared by _____.

B. ESCROW AND TITLE:

- (1) (a) Buyer Seller shall pay escrow fee 50/50 Split.
- (b) Escrow Holder shall be Sellers 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 18E 50/50 Split.
- (b) Owner's title policy to be issued by Sellers Choice.
(Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

C. 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 Homeowners' Association ("HOA") transfer fee _____.
- (4) Seller shall pay HOA fees for preparing all documents required to be delivered by Civil Code §4525.
- (5) Buyer to pay for any HOA certification fee.
- (6) Buyer Seller shall pay HOA fees for preparing all documents other than those required by Civil Code §4525.
- (7) Buyer Seller shall pay for any private transfer fee _____.
- (8) Buyer Seller shall pay for Fixing the Well _____.
- (9) Buyer Seller shall pay for Upgrading Current Electricity to 220V _____.

10. **CLOSING AND POSSESSION:** 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 _____.

The Property shall be unoccupied, unless otherwise agreed in writing. Seller shall provide keys and/or means to operate all Property locks. If Property is located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners'

Buyer's Initials (BL) (_____)

Seller's Initials (MG) (_____)



Property Address: 8260 Fairplay Rd, Somerset, CA 95684

Date: July 7, 2020

Association ("HOA") to obtain keys to accessible HOA facilities.

11. 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 included in the purchase price or excluded from the sale unless specified in 11B or C.

B. ITEMS INCLUDED IN SALE:

- (1) All EXISTING fixtures and fittings that are attached to the Property;
- (2) The following items: _____

(3) Seller represents that all items included in the purchase price, unless otherwise specified, are owned by Seller.

(4) All items included shall be transferred free of liens and without Seller warranty.

C. ITEMS EXCLUDED FROM SALE: _____

12. STATUTORY AND OTHER DISCLOSURES AND CANCELLATION RIGHTS:

A. NATURAL AND ENVIRONMENTAL HAZARD DISCLOSURES AND OTHER BOOKLETS: Within the time specified in paragraph 19 Seller shall, if required by Law: (i) Deliver to Buyer earthquake guide(s) (and questionnaire), environmental hazards booklet; disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard or State Fire Responsibility Area; Earthquake Fault Zone; and Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.

B. WITHHOLDING TAXES: Within the time specified in paragraph 19A, to avoid required withholding, Seller shall Deliver to Buyer qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).

C. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to Section 290.46 of the Penal Code, information about specific registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)

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 (C.A.R. Form VLQ).

(2) If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has: (or ____) Days After Acceptance to request from the HOA (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 HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 19B(3). The Party specified in paragraph 9, as directed by escrow, shall deposit funds into escrow or direct to HOA or management company to pay for any of the above.

13. SELLER DOCUMENTATION AND ADDITIONAL DISCLOSURE:

A. Within the time specified in paragraph 19, if Seller has actual knowledge, Seller shall provide to Buyer, in writing, the following information:

- (1) **LEGAL PROCEEDINGS:** Any lawsuits by or against Seller, threatening or affecting the Property, including any lawsuits alleging a defect or deficiency in the Property or common areas, or any known notices of abatement or citations filed or issued against the Property.
- (2) **AGRICULTURAL USE:** Whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§51200-51295).
- (3) **DEED RESTRICTIONS:** Any deed restrictions or obligations.
- (4) **FARM USE:** Whether the Property is in, or adjacent to, an area with Right to Farm rights (Civil Code §3482.5 and §3482.6).
- (5) **ENDANGERED SPECIES:** Presence of endangered, threatened, 'candidate' species, or wetlands on the Property.
- (6) **ENVIRONMENTAL HAZARDS:** Any substances, materials, or products that may be an environmental hazard including, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the Property.
- (7) **COMMON WALLS:** Any features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, and agriculture and domestic wells whose use or responsibility for maintenance may have an effect on the Property.
- (8) **LANDLOCKED:** The absence of legal or physical access to the Property.
- (9) **EASEMENTS/ENCROACHMENTS:** Any encroachments, easements or similar matters that may affect the Property.
- (10) **SOIL FILL:** Any fill (compacted or otherwise), or abandoned mining operations on the Property.
- (11) **SOIL PROBLEMS:** Any slippage, sliding, flooding, drainage, grading, or other soil problems.
- (12) **EARTHQUAKE DAMAGE:** Major damage to the Property or any of the structures from fire, earthquake, floods, or landslides.
- (13) **ZONING ISSUES:** Any zoning violations, non-conforming uses, or violations of "setback" requirements.
- (14) **NEIGHBORHOOD PROBLEMS:** Any neighborhood noise problems, or other nuisances.

B. RENTAL AND SERVICE AGREEMENTS: Within the time specified in paragraph 19, Seller shall make available to Buyer for inspection and review, all current leases, rental agreements, service contracts and other related agreements, licenses, and permits pertaining to the operation or use of the Property.

C. **TENANT ESTOPPEL CERTIFICATES:** Within the time specified in paragraph 19, Seller shall deliver to Buyer 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.



- D. **MELLO-ROOS TAX; 1915 BOND ACT:** Within the time specified in paragraph 19, Seller shall: (i) make a good faith effort to obtain a notice from any local agencies that levy a special tax or assessment on the Property (or, if allowed, substantially equivalent notice), pursuant to the Mello-Roos Community Facilities Act, and Improvement Bond Act of 1915, and (ii) promptly deliver to Buyer any such notice obtained.
- E. **SELLER VACANT LAND QUESTIONNAIRE:** Seller shall, within the time specified in paragraph 19, complete and provide Buyer with a Seller Vacant Land Questionnaire (C.A.R. Form VLQ).
- 14. **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 provide 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.
- 15. **CHANGES DURING ESCROW:**
 - A. Prior to Close Of Escrow, Seller may engage in the following acts, ("Proposed Changes"), subject to Buyer's rights in paragraph 15B: (i) rent or lease any 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. At least 7 (or ___) Days prior to any Proposed Changes, Seller shall give written notice to Buyer of such Proposed Changes. 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.
- 16. **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 19A, 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 19B, 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.
- 17. **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 19B. Within the time specified in paragraph 19B(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; (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property; and (v) 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; 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 19B, complete Buyer Investigations and, either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete copies of all investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.
 - C. **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 of Buyer's investigations. 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 or cancellation of this Agreement and Close Of Escrow.
 - D. **BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE ITEMS SPECIFIED BELOW. IF BUYER DOES NOT EXERCISE THESE RIGHTS, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS. BUYER UNDERSTANDS THAT ALTHOUGH CONDITIONS ARE OFTEN DIFFICULT TO LOCATE AND DISCOVER, ALL REAL PROPERTY CONTAINS CONDITIONS THAT ARE NOT READILY APPARENT AND THAT MAY AFFECT THE VALUE OR DESIRABILITY OF THE PROPERTY. BUYER AND SELLER ARE AWARE THAT BROKERS DO NOT GUARANTEE, AND IN NO WAY ASSUME RESPONSIBILITY FOR, THE CONDITION OF THE PROPERTY. BROKERS HAVE NOT AND WILL NOT VERIFY ANY OF THE ITEMS IN THIS PARAGRAPH 17, UNLESS OTHERWISE AGREED IN WRITING.**
 - E. **SIZE, LINES, ACCESS AND BOUNDARIES:** Lot size, property lines, legal or physical access and boundaries including features of the Property shared in common with adjoining landowners, such as walls, fences, roads and driveways, whose use or responsibility for maintenance may have an effect on the Property and any encroachments, easements or similar matters that may affect the Property. (Fences, hedges, walls and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. Property lines may be verified by survey.) (Unless otherwise specified in writing, any numerical statements by Brokers regarding lot size are APPROXIMATIONS ONLY, which have not been and will not be verified, and should not be relied upon by Buyer.)
 - F. **ZONING AND LAND USE:** Past, present, or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the Property, future development, zoning, building, size, governmental permits and inspections. Any zoning violations, non-conforming uses, or violations of "setback" requirements. (Buyer should also investigate whether these matters affect Buyer's intended use of the Property.)
 - G. **UTILITIES AND SERVICES:** Availability, costs, restrictions and location of utilities and services, including but not limited to, sewerage, sanitation, septic and leach lines, water, electricity, gas, telephone, cable TV and drainage.

Buyer's Initials (BL) (_____)

Seller's Initials (MG) (_____)



Property Address: 8260 Fairplay Rd, Somerset, CA 95684

Date: July 7, 2020

- H. **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 disposal sites, electromagnetic fields, nuclear sources, and other substances, including mold (airborne, toxic or otherwise, fungus or similar contaminant, materials, products or conditions).
- I. **GEOLOGIC CONDITIONS:** Geologic/seismic conditions, soil and terrain stability, suitability and drainage including any slippage sliding, flooding, drainage, grading, fill (compacted or otherwise), or other soil problems.
- J. **NATURAL HAZARD ZONE:** Special Flood Hazard Areas, Potential Flooding (Inundation) Areas, Very High Fire Hazard Zones, State Fire Responsibility Areas, Earthquake Fault Zones, Seismic Hazard Zones, or any other zone for which disclosure is required by Law.
- K. **PROPERTY DAMAGE:** Major damage to the Property or any of the structures or non-structural systems and components and any personal property included in the sale from fire, earthquake, floods, landslides or other causes.
- L. **NEIGHBORHOOD, AREA AND PROPERTY CONDITIONS:** Neighborhood or area conditions, including Agricultural Use Restrictions pursuant to the Williamson Act (Government Code §§51200-51295), Right To Farm Laws (Civil Code §3482.5 and §3482.6), schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to 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, abandoned mining operations on the Property, 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.
- M. **COMMON INTEREST SUBDIVISIONS: OWNER ASSOCIATIONS:** Facilities and condition of common areas (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others), Owners' Association that has any authority over the subject property, CC&Rs, or other deed restrictions or obligations, and possible lack of compliance with any Owners' Association requirements.
- N. **SPECIAL TAX:** Any local agencies that levy a special tax on the Property pursuant to the Mello-Roos Community Facilities Act or Improvement Bond Act of 1915.
- O. **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.
- P. **MANUFACTURED HOME PLACEMENT:** Conditions that may affect the ability to place and use a manufactured home on the Property.
- 18. TITLE AND VESTING:**
- A. Within the time specified in paragraph 19, 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 19B. 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 19A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- 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 "CLTA/ALTA Homeowner's Policy of Title Insurance", if applicable to the type of property and 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.
- 19. 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 3M, 7A, 8, 9, 12A, B, and E, 13, 16A and 18A. 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, and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (II) Deliver to Seller Signed Copies of Statutory Disclosures and other disclosures Delivered by Seller in accordance with paragraph 12A.
- (2) Within the time specified in paragraph 19B(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 19B(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 19A, then Buyer has 5 (or ___) Days After Delivery of any such items, or the time specified in paragraph 19B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.

Buyer's Initials (BL) (_____)

Seller's Initials (MG) (_____)

(4) Continuation of Contingency: Even after the end of the time specified in paragraph 19B(1) and before Seller cancels, if at all, pursuant to paragraph 19C, 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 19C(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 notice of FHA or VA costs or terms as required by paragraph 3D(3) (C.A.R. Form FVA); (III) Deliver a letter as required by paragraph 3J(1); (IV) Deliver verification as required by paragraph 3C or 3H or if Seller reasonably disapproves of the verification provided by paragraph 3C or 3H; (V) Return Statutory Disclosures as required by paragraph 12A; or (VI) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 27B; or (VII) Provide evidence of authority to sign in a representative capacity as specified in paragraph 19. 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 19.

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).

20. 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.

21. 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 16; (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).

22. 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, 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, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property.



23. 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, HOA 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.

24. 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. **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.

25. 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 37 or 38 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).

26. 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, 5, 6, 7A, 8, 9, 12B, 18, 19G, 23, 24A, 25, 26, 32, 35, 36, 37, 38 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 24A, or paragraph D of the section titled Real Estate Brokers on page 10 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 9B(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 9, 12 or elsewhere in this Agreement.
- 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 12B, 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 24A and paragraph D of the section titled Real Estate Brokers on page 11. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 24A, 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.

Buyer's Initials (BL) (_____)

Seller's Initials (mg) (_____)

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.

27. 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 falls 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 BLI

Seller's Initials MG1

28. 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 28C.

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 28C.

"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 BLI

Seller's Initials MG1

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.

29. 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.

Buyer's Initials (BL) (_____)

Seller's Initials (MG) (_____)

Property Address: 8260 Fairplay Rd, Somerset, CA 95684

Date: July 7, 2020

- 30. **MULTIPLE LISTING SERVICE ("MLS"):** Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.
- 31. **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 28A.
- 32. **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 AOAA).
- 33. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 34. **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 counteroffer 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.
- 35. **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.**
- 36. **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.
 - 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" 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.
- 37. **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 07/06/2020 08:00 PM GMT BUYER Binh Lu
(Print name) Binh Ly

Date _____ BUYER _____
(Print name) _____

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



Property Address: 8260 Fairplay Rd, Somerset, CA 95684

Date: July 7, 2020

38. 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 _____ SELLER Mark Galatolo 07/12/2020 12:44 AM GMT
(Print name) Mark Galatolo

Date _____ SELLER _____
(Print name) _____

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 _____
(Initials) 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.

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) BROKER 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 Carille Realty & Lending DRE Lic. # 01907175
By Gerael Jones DRE Lic. # 02057744 Date 07/08/2020 09:23 PM GMT
Address 1860 Howe Ave City Sacramento State CA Zip 95819
Telephone (916)832-4786 Fax _____ E-mail Gerael@CarilleRealty.com

Seller's Brokerage Firm Thomas Pfeiffer, Broker DRE Lic. # 00458816
By Thomas Pfeiffer DRE Lic. # _____ Date _____
By _____ DRE Lic. # _____ Date _____
Address 17 Nickerson Street City Sutter Creek State CA Zip 95685
Telephone (209)304-2910 Fax _____ E-mail suttercreektom@gmail.com

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 26 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: (____) Seller's Broker presented this offer to Seller on _____ (date).
Broker or Designee Initials _____

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

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525 South Virgil Avenue, Los Angeles, California 90020
VLPA REVISED 12/18 (PAGE 11 OF 11)

Buyer's Acknowledge that page 11 is part of this Agreement (BL) (_____)





BUYER'S VACANT LAND ADDITIONAL INSPECTION ADVISORY

..A.R. Form BVLIA, 11/13)

Property Address: 8260 Fairplay Rd, Somerset, CA 95684 ("Property").

A. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. For this reason, you should conduct thorough investigations of the Property personally and with professionals who should provide written reports of their investigations. 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. Additionally, some inspections, such as those listed below, may be of particular importance when purchasing vacant land.

B. BUYER RIGHTS AND DUTIES: 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. The purchase agreement gives you the right to investigate the Property. If you exercise this right, and you should, you must do so in accordance with the terms of that agreement. This is the best way for you to protect yourself. It is extremely important for you to read all written reports provided by professionals and to discuss the results of inspections with the professional who conducted the inspection. You have the right to request that Seller make repairs, corrections or take other action based upon items discovered in your investigations or disclosed by Seller. If Seller is unwilling or unable to satisfy your requests, or you do not want to purchase the Property in its disclosed and discovered condition, you have the right to cancel the agreement if you act within specific time periods. If you do not cancel the agreement in a timely and proper manner, you may be in breach of contract.

C. SELLER RIGHTS AND DUTIES: Seller is required to disclose to you material facts known to him/her that affect the value or desirability of the Property. However, Seller may not be aware of some Property defects or conditions. Seller does not have an obligation to inspect the Property for your benefit nor is Seller obligated to repair, correct or otherwise cure known defects that are disclosed to you or previously unknown defects that are discovered by you or your inspectors during escrow. The purchase agreement obligates Seller to make the Property available to you for investigations.

D. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as soil stability, geologic or environmental conditions, hazardous or illegal controlled substances, structural conditions of the foundation or other improvements, or the condition of the roof, plumbing, heating, air conditioning, electrical, sewer, septic, waste disposal, or other system. The only way to accurately determine the condition of the Property is through an inspection by an appropriate professional selected by you. If Broker gives you referrals to such professionals, Broker does not guarantee their performance. You may select any professional of your choosing. If you have entered into a written agreement with a Broker, the specific terms of that agreement will determine the nature and extent of that Broker's duty to you. YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

E. YOU ARE ADVISED TO CONDUCT INVESTIGATIONS OF THE ENTIRE PROPERTY, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:

- 1. FINANCE: Financing the purchase of vacant land finance and especially financing construction loans for the improvement of vacant land can provide particular challenges, including subordination agreements and insurance requirements. Buyer is advised to seek the assistance of reputable lenders in assistance with their decisions regarding financing of the property.
2. CONSTRUCTION COSTS: If Buyer is contemplating building improvements on the property, Buyer is advised that they will have to contact directly any contractors, service providers, suppliers, architects, utility companies regarding the costs of improvements. Buyer is advised to get written bids from all such persons regarding their decision to develop the property.
3. UTILITIES: Unimproved property may or may not have utilities available to the property. Buyer(s) is advised to obtain information from the public or private utility provider about the availability and cost of providing utilities to the property and whether necessary easements are in place to allow such utilities to the property.
4. ENVIRONMENTAL SURVEY: Unimproved land may have had or may have hazardous materials stored upon or under the land or been used by persons engaged in activities exposing the land to hazardous materials. The land may also be host to protected vegetation or animal life. Buyer(s) is advised to satisfy themselves as what hazards or protected plant or animal life are on the property and what impact they may have on Buyer's future plans for the property by seeking the help of a qualified professional.

Buyer's Initials (BL) ()

Seller's Initials (mg) ()



Property Address: 8260 Fairplay Rd, Somerset, CA 95684

Date: July 7, 2020

- 5. **NATURAL HAZARDS REPORTS:** Buyer(s) is advised that while certain disclosures are required by state, federal and local law hazard disclosure companies can provide additional disclosures for both natural and man-made hazards or nuisances for a co: Buyer is advised to seek the advice of a natural hazards reporting company regarding additional reports and disclosures th buyer may wish to obtain.
- 6. **SUBDIVISION OF THE PROPERTY:** If Buyer's plans include future subdivision of the property (whether under the Subdivisio Map Act of the Subdivided Lands Law) multiple, complex issues regarding city, county, state, and federal laws may be present: Buyer is strongly advised to seek the advice of California legal counsel familiar with federal, state and local subdivisio requirements.

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 o 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 providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (x) 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.

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyer is encouraged to read it carefully.

SELLER Mark Galatolo  07/12/2020 12:44 AM GMT Date _____
Mark Galatolo

SELLER _____ Date _____

BUYER Binh Ly  Date 07/08/2020 06:00 PM GMT
Binh Ly

BUYER _____ Date _____

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As of January 1, 2020, the California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA") grants to California residents certain rights in their private, personal information that is collected by companies with whom they do business. Under the CCPA, "personal information" is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you, including, potentially, photographs of or sales information about your property. Some of your personal information will be collected and likely shared with others during the process of buying and selling real estate. Depending on the situation, you may have the right to "opt out" or stop the transfer of your personal information to others and request that certain businesses delete your personal information altogether. Not all businesses you interact with are required to comply with the law, primarily just those who meet the criteria of a covered "Business" as set forth in Section 1798.140 (c)]. For more information, you may ask your Broker for a copy of the C.A.R. Legal Q&A on the subject.

A real estate broker is likely to submit personal information to a Multiple Listing Service ("MLS") in order to help find a buyer for a seller's property. Through the MLS, the information is made available to real estate brokers and salespeople, and others. Even after a sale is complete, the MLS distributes sales information to the real estate community. Brokers, agents and MLSs may also share your personal information with others who post the personal information on websites or elsewhere, or otherwise use it. Thus, there are various service providers and companies in a real estate transaction who may be engaged in using or sharing data involving your personal information.

If your broker is a covered Business, it should have a privacy policy explaining your rights on its website and giving you an opportunity to request that personal information not be shared, used and even deleted. Even if your real estate brokerage is a covered Business, it needs, and is allowed, to keep your information to effectuate a sale and, by law, is required to maintain such information for three years to comply with regulatory requirements. Not all brokers are covered Businesses, however, and those that are not, do not have to comply with the CCPA.

Similarly, most MLSs will not be considered a covered Business. Instead, the MLS may be considered a Third Party in the event a covered Business (ex: brokerages, real estate listing aggregation or advertising internet sites or other outlets who meet the criteria of covered Businesses) exchanges personal information with the MLS. You do not have the right under the CCPA to require a Third Party to delete your personal information. And like real estate brokerages, even if an MLS is a covered Business, MLSs are also required by law to retain and make accessible in its computer system any and all listing and other information for three years.

Whether an MLS is a covered Business or a Third Party, you have a right to be notified about the sharing of your personal information and your right to contact a covered Business to opt out of your personal information being used, or shared with Third Parties. Since the MLSs and/or other entities receiving your personal information do not have direct contact with buyers and sellers and also may not be aware of which entities exchanging personal information are covered Businesses, this form is being used to notify you of your rights under the CCPA and your ability to direct requests to covered Businesses not to share personal information with Third Parties. One way to limit access to your personal information, is to inform your broker or salesperson you want to opt-out of the MLS, and if so, you will be asked to sign a document (Form SELM) confirming your request to keep your listing off the MLS. However, if you do so, it may be more difficult to sell your property or obtain the highest price for it because your property will not be exposed to the greatest number of real estate licensees and others.

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory.

Buyer/Seller/Landlord/Tenant Binh Lu Date 07/08/2020 06:00 PM GMT
Binh Ly

Buyer/Seller/Landlord/Tenant Mark Galatolo Date 07/12/2020 12:44 AM GMT

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CALIFORNIA
ASSOCIATION
OF REALTORS®

OPTION (TO BUY) AGREEMENT

(Must be used with a Purchase Agreement. May also be used with a Lease.)
(C.A.R. Form OA, Revised 12/16)

Date July 7, 2020, at 8620 Fairplay Road, Somerset, California
Mark Galatolo, Norma Galatolo ("Optionor"), grants to
Binh Ly ("Optionee"),
on the following terms and conditions, an option ("Option") to purchase the real property and improvements situated in
City of Somerset, County of El Dorado
California, described as 8260 Fairplay Road ("Property")
on the terms and conditions specified in the attached: Real Estate Purchase Agreement Other _____
dated July 7, 2020 ("Purchase Agreement"), which is incorporated by
reference as a part of this Option.

1. SEPARATE CONSIDERATION FOR OPTION:

- A. Forty Thousand Dollars (\$ 40,000.00),
payable upon acceptance of this Option, or, if checked,
by cash, cashier's check, personal check, or
made payable to _____
OR B. (If checked) Mutual execution of the attached Lease specified in paragraph 2A.
OR C. (If checked) Both 1A and 1B.

2. LEASE (if checked):

- A. The attached Lease Agreement, dated July 7, 2020, between Optionee as Tenant and Optionor, as Landlord,
("Lease") is incorporated by reference as part of this Option.
B. If the Option is exercised, the Lease shall terminate on the earliest of (i) the date scheduled for Close Of Escrow under the
Purchase Agreement, or as extended in writing, (ii) the Close Of Escrow of the Purchase Agreement, or (iii) mutual cancellation
of the Purchase Agreement.
C. If the Option is not exercised, the Lease shall remain in full force and effect.

3. **OPTION PERIOD:** The Option shall begin on (date) July 14, 2020, and shall end at 11:59 p.m.
(or at _____), on (date) July 14, 2024.

4. **MANNER OF EXERCISE:** Optionee may exercise the Option only by delivering a written unconditional notice of exercise, signed
by Optionee, to Optionor, or to Gerael Jones, who is authorized to receive it. A copy of the
unconditional notice of exercise shall be delivered to the Brokers identified in this Agreement.

5. **NON-EXERCISE:** If the Option is not exercised in the manner specified, within the option period or any written extension thereof,
or if it is terminated under any provision of this Option, then:

- A. The Option and all rights of Optionee to purchase the Property shall immediately terminate without notice; and
B. All Option Consideration paid, rent paid, services rendered to Optionor, and improvements made to the Property, if
any, by Optionee, shall be retained by Optionor in consideration of the granting of the Option; and
C. Optionee shall execute, acknowledge, and deliver to Optionor, within 5 (or _____) calendar Days of Optionor's
request, a release, quitclaim deed, or any other document reasonably required by Optionor or a title insurance
company to verify the termination of the Option.

6. EFFECT OF DEFAULT ON OPTION:

- A. Optionee shall have no right to exercise this Option if Optionee has not performed any obligation imposed by, or is in default of,
any obligation of this Option, any addenda, or any document incorporated by reference.
B. In addition, if a lease is incorporated by reference in paragraph 2A, Optionee shall have no right to exercise this Option if
Optionor, as Landlord, has given to Optionee, as Tenant, two or more notices to cure any default or non-performance under
that Lease.

7. OPTIONOR DISCLOSURE:

- A. Unless exempt, if the Property contains one-to-four residential dwelling units,
(1) Optionor shall within 7 (or _____) Days After entering into this Option provide to Optionee (i) a Real Estate Transfer
Disclosure Statement, a Natural Hazard Disclosure Statement, a Notice of Private Transfer Fee and other disclosures required
by Civil Code §§1102 and 1103 et seq., (ii) a preliminary title report, and (iii)
OR (2) Optionee has already been provided all of the information specified in 7A(1) Except: _____

Optionee and Optionor acknowledge receipt of copy of this page.
Optionee's Initials (BL) (_____) Optionor's Initials (MG) (_____)



Property Address: 8260 Fairplay Rd, Somerset, CA 95684

Date: July 7, 2020

B. If any disclosure or notice specified in 7A (i) is delivered to Optionee after the Option is Signed, Optionee shall have the right to cancel this Option within **3 Days After** delivery in person or **5 Days After** delivery by deposit in the mail by giving written notice of cancellation to Optionor or Optionor's agent.

8. PURCHASE AGREEMENT:

A. All of the time limits contained in the attached Purchase Agreement, which begin on the date of Acceptance of the Purchase Agreement, shall instead begin to run on the date the Option is exercised.

B. If this Option is exercised and Optionee cancels pursuant to any contingency in the attached Purchase Agreement, including but not limited to any right of inspection or financing, all option consideration paid, rent paid, services rendered to Optionor, and improvements to the Property, if any, by Optionee, shall be retained by Optionor in consideration of the granting of the Option.

C. If this Option is exercised, upon close of escrow of the attached Purchase Agreement, all, or \$ _____, of the Option Consideration, and (if checked) \$ 5,000.00 per month of rent actually paid by Optionee, shall be applied toward Optionee's down payment obligations under that Agreement. Optionee is advised that the full amount of the option consideration applied toward any down payment may not be counted by a lender for financing purposes.

9. **DISPUTE RESOLUTION:** Optionee and Optionor agree that any dispute or claim arising between them out of this Agreement shall be decided by the same method agreed to for resolving disputes in the attached Purchase Agreement.

10. **DAMAGE OR DESTRUCTION:** If, prior to exercise of this Option, by no fault of Optionee, the Property is totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Optionee may cancel this Agreement by giving written notice to Optionor, and is entitled to the return of all Option Consideration paid. However, if, prior to Optionee giving notice of cancellation to Optionor, the Property has been repaired or replaced so that it is in substantially the same condition as of the date of acceptance of this Agreement, Optionee shall not have the right to cancel this Agreement.

11. **OPTIONEE INSPECTION:** Optionee has, has not conducted inspections, investigations, tests, surveys and other studies of the Property prior to entering into this Option.

12. **RECORDING:** Optionor or Optionee shall, upon request, execute, acknowledge, and deliver to the other a memorandum of this Option for recording purposes. All resulting fees and taxes shall be paid by the party requesting recordation.

13. **OTHER TERMS AND CONDITIONS,** including attached supplements: 1. The Buyer Is Applying For A Marijuana Cultivation License Through El Dorado County. This Could Take More Than 90 Days. 2. Buyer Will Not Pay Rent Until License Is Approved By The County.

14. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Optionee and Optionor arising out of this Option, the prevailing Optionee or Optionor shall be entitled to reasonable attorney fees and costs from the non-prevailing Optionee or Optionor.

15. **BROKER COMPENSATION FROM OPTIONEE:** If applicable, Optionee agrees to pay compensation to Broker as specified in a separate written agreement between Optionee and Broker.

16. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Option. 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. This Agreement may not be extended, amended, modified, altered, or changed, except in writing signed by Optionee and Optionor.

17. **TERMS AND CONDITIONS OF OFFER:** This is an offer for an option to purchase Property on the above terms and conditions. This Option and any supplement, addendum, or modification, including any photocopy or facsimile, may be signed in two or more counterparts, all of which shall constitute one and the same writing. Optionee has read and acknowledges receipt of a copy of this offer.

Optionee and Optionor acknowledge receipt of copy of this page.
Optionee's Initials (BL) () Optionor's Initials (mg) ()



Property Address: 8260 Fairplay Rd, Somerset, CA 95684

Date: July 7, 2020

18. EXPIRATION OF OFFER: Unless Acceptance of Option is signed by Optionor, and a signed copy delivered in person, by mail, or facsimile, and personally received by Optionee, or by _____ who is authorized to receive it, by (date) _____, at _____ AM PM, the Option shall be deemed revoked.

OPTIONEE Binh Ly  07/08/2020 06:00 PM GMT.

OPTIONEE _____

Address _____

Telephone _____ Fax _____ Email _____

19. BROKER COMPENSATION FROM OPTIONOR: If applicable, Optionor agrees to pay compensation to Broker as specified in a separate written agreement between Optionor and Broker.

20. ACCEPTANCE OF OPTION: Optionor warrants that Optionor is the owner of the Property or has the authority to execute this Option Agreement. Optionor accepts and agrees to grant an Option to purchase the Property on the above terms and conditions.

If checked: SUBJECT TO ATTACHED COUNTER OFFER, DATED _____.

OPTIONOR Mark Galatola  07/12/2020 12:44 AM GMT.

OPTIONOR _____

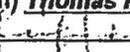
Address _____

Telephone _____ Fax _____ Email _____

REAL ESTATE BROKERS:

- A. Real Estate Brokers are not parties to the Option or Purchase Agreement between Buyer and Seller.
- B. Agency relationships are confirmed as stated in the attached Purchase Agreement.
- C. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (Selling Firm) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow: (I) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS; or (II) (if checked) the amount specified in a separate written agreement (C.A.R. Form CBC) between Listing Broker and Cooperating Broker. 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.

Real Estate Broker (Selling Firm) Carllie Realty & Lending DRE Lic. # 01907175
 By Gerael Jones  Gerael Jones DRE Lic. # 02057744 Date 07/08/2020 05:23 PM GMT
 Address 1860 Howe Ave City Sacramento State CA Zip 95819
 Telephone (916)832-4786 Fax _____ E-mail Gerael@CarllieRealty.com

Real Estate Broker (Listing Firm) Thomas Pfeiffer, Broker DRE Lic. # 00458816
 By Thomas Pfeiffer  Thomas Pfeiffer DRE Lic. # 00458816 Date 07/08/2020
 Address 17 Nickerson Street City Sutter Creek State CA Zip 95685
 Telephone (209)304-2910 Fax _____ E-mail suttercreektom@gmail.com

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 525 South Virgil Avenue, Los Angeles, California 90020





COMMERCIAL LEASE AGREEMENT
(C.A.R. Form CL, Revised 12/15)

Date (For reference only): July 7, 2020

Mark Galatolo

("Landlord") and

Binh Ly

("Tenant") agree as follows:

1. **PROPERTY:** Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 8260 Fairplay Road ("Premises"), which comprise approximately 100.000 % of the total square footage of rentable space in the entire property. See exhibit _____ for a further description of the Premises.

2. **TERM:** The term begins on (date) July 14, 2020 ("Commencement Date"), (Check A or B):

A. **Lease:** and shall terminate on (date) July 14, 2024 at 5 AM PM. Any holding over after the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as specified in paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and conditions of this agreement shall remain in full force and effect.

B. **Month-to-month:** and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at least 30 days prior to the intended termination date, subject to any applicable laws. Such notice may be given on any date.

C. **RENEWAL OR EXTENSION TERMS:** See attached addendum _____.

3. **BASE RENT:**

A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY):

(1) \$5,000.00 per month, for the term of the agreement.

(2) \$ _____ per month, for the first 12 months of the agreement. Commencing with the 13th month, and upon expiration of each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers ("CPI") for _____ (the city nearest the location of the Premises), based on the following formula: Base Rent will be multiplied by the most current CPI preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely reflects the CPI.

(3) \$ _____ per month for the period commencing _____ and ending _____ and \$ _____ per month for the period commencing _____ and ending _____ and \$ _____ per month for the period commencing _____ and ending _____.

(4) In accordance with the attached rent schedule.

(5) Other: _____.

B. Base Rent is payable in advance on the 1st (or _____) day of each calendar month, and is delinquent on the next day.

C. If the Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based on a 30-day period. If Tenant has paid one full month's Base Rent in advance of Commencement Date, Base Rent for the second calendar month shall be prorated based on a 30-day period.

4. **RENT:**

A. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit.

B. Payment: Rent shall be paid to (Name) _____ at (address) _____, or at any other location specified by Landlord in writing to Tenant.

C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.

5. **EARLY POSSESSION:** Tenant is entitled to possession of the Premises on _____. If Tenant is in possession prior to the Commencement Date, during this time (i) Tenant is not obligated to pay Base Rent, and (ii) Tenant is is not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date, Tenant is obligated to comply with all other terms of this agreement.

6. **SECURITY DEPOSIT:**

A. Tenant agrees to pay Landlord \$10,000.00 as a security deposit. Tenant agrees not to hold Broker responsible for its return. (IF CHECKED:) If Base Rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same proportion as the increase in Base Rent.

B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of Tenant. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: (i) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security deposit to Tenant. However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession.

C. No interest will be paid on security deposit, unless required by local ordinance.

Landlord's Initials (MG) (____)

Tenant's Initials (BL) (____)



7. PAYMENTS:

| | TOTAL DUE | PAYMENT RECEIVED | BALANCE DUE | DUE DATE |
|---|----------------------|------------------|----------------------|-------------------|
| A. Rent: From <u>07/14/2020</u> To <u>07/14/2024</u> Date Date | \$ <u>240,000.00</u> | \$ _____ | \$ <u>240,000.00</u> | _____ |
| B. Security Deposit | \$ <u>10,000.00</u> | \$ _____ | \$ <u>10,000.00</u> | <u>07/14/2020</u> |
| C. Other: _____ Category | \$ _____ | \$ _____ | \$ _____ | _____ |
| D. Other: _____ Category | \$ _____ | \$ _____ | \$ _____ | _____ |
| E. Total: | \$ <u>250,000.00</u> | \$ _____ | \$ <u>250,000.00</u> | _____ |

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

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

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

11. **CONDITION OF PREMISES:** Tenant has examined the Premises and acknowledges that Premise is clean and in operative condition, with the following exceptions: Well And Pump, Electricity
Items listed as exceptions shall be dealt with in the following manner: 1. Seller To Install And Fix Well And Pump Within 30 Days Of Escrow. 2. Seller To Upgrade Electricity To 220V In First 30 Days Of Escrow.

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

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

14. **PROPERTY OPERATING EXPENSES:**

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

OR B. (If checked) Paragraph 14 does not apply.

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

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

17. **MAINTENANCE:**

A. Tenant OR (If checked, Landlord) shall professionally maintain the Premises including heating, air conditioning, electrical, plumbing and water systems, if any, and keep glass, windows and doors in operable and safe condition. Unless Landlord is checked, if Tenant fails to maintain the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost.

B. Landlord OR (If checked, Tenant) shall maintain the roof, foundation, exterior walls, common areas and _____

Landlord's Initials (mg) (_____)

Tenant's Initials (BL) (_____)



18. **ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.
19. **GOVERNMENT IMPOSED ALTERATIONS:** Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.
20. **ENTRY:** Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.
21. **SIGNS:** Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 90 (or _____) day period preceding the termination of the agreement.
22. **SUBLETTING/ASSIGNMENT:** Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this agreement.
23. **POSSESSION:** If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in paragraph 2. If Landlord is unable to deliver possession within 60 (or _____) calendar days after the agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.
24. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage spaces; (iv) deliver Premises to Landlord in the same condition as referenced in paragraph 11; (v) clean Premises; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) _____

All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.

25. **BREACH OF CONTRACT/EARLY TERMINATION:** In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; (ii) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by reletting the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.
26. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of the Premises. If total or partial destruction or damage occurs as a result of an act of Tenant or Tenant's guests, (i) only Landlord shall have the right, at Landlord's sole discretion, within 30 days after such total or partial destruction or damage to treat the lease as terminated by Tenant, and (ii) Landlord shall have the right to recover damages from Tenant.
27. **HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
28. **CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.
29. **INSURANCE:** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry (i) liability insurance in an amount of not less than \$ _____ and (ii) property insurance in an amount sufficient to cover the replacement cost of the property if Tenant is responsible for maintenance under paragraph 17B. Tenant's insurance shall name Landlord and Landlord's agent as additional insured. Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least \$ _____, plus property insurance in an amount sufficient to cover the replacement cost of the property unless Tenant is responsible for maintenance pursuant to paragraph 17B. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.

Landlord's Initials (Mg) _____Tenant's Initials (BL) _____

- 30. **TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: (i) shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.
- 31. **LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
- 32. **SUBORDINATION:** This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.
- 33. **TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: (i) before occupancy begins, upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.
- 34. **CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:** Landlord states that the Premises has, or has not been inspected by a Certified Access Specialist. If so, Landlord states that the Premises has, or has not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53.

35. **DISPUTE RESOLUTION:**

- A. **MEDIATION:** Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 35B(2) below. Paragraphs 35B(2) and (3) apply whether or not the arbitration provision is initialed. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
 - B. **ARBITRATION OF DISPUTES:** (1) Tenant and Landlord agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 35B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.
- (2) **EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from Mediation and Arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.
- (3) **BROKERS:** Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.

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

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

Landlord's Initials mg Tenant's Initials BL

Landlord's Initials (mg) ()

Tenant's Initials (BL) ()



Premises: 8260 Fairplay Road

Date July 7, 2020

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

37. **NOTICE:** Notices may be served by mail, facsimile, or courier at the following address or location, or at any other location subsequently designated:

Landlord: _____

Tenant: _____

Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by first class mail, postage pre-paid.

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

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

40. **OTHER TERMS AND CONDITIONS/SUPPLEMENTS:** _____

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

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

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

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

44. **AGENCY CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:
Listing Agent: Thomas Pfeiffer, Broker (Print Firm Name) is the agent of (check one):
 the Landlord exclusively; or both the Tenant and Landlord.
Selling Agent: Carlisle Realty & Lending (Print Firm Name) (if not same as Listing Agent) is the agent of (check one):
 the Tenant exclusively; or the Landlord exclusively; or both the Tenant and Landlord.
Real Estate Brokers are not parties to the agreement between Tenant and Landlord.

Landlord's Initials (mg) ()

Tenant's Initials (BL) ()



Premises: 8260 Fairplay Road

Date July 7, 2020

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

Tenant Binh Ly Date 07/08/2020 06:01 PM GMT

Binh Ly
(Print name)
Address _____ City _____ State _____ Zip _____

Tenant _____ Date _____

(Print name)
Address _____ City _____ State _____ Zip _____

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

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

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

Landlord Mark Galatolo Date 07/12/2020 12:44 AM GMT
(owner or agent with authority to enter into this agreement) Mark Galatolo

Address _____ City _____ State _____ Zip _____

Landlord _____ Date _____
(owner or agent with authority to enter into this agreement)

Address _____ City _____ State _____ Zip _____

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

Real Estate Broker (Leasing Firm) Carlie Realty & Lending DRE Lic. # 01907175
By (Agent) Gerael Jones DRE Lic. # 02057744 Date 07/08/2020 09:23 PM GMT
Gerael Jones

Address 1860 Howe Ave City Sacramento State CA Zip 95819
Telephone (916)832-4786 Fax _____ E-mail Gerael@CarlieRealty.com

Real Estate Broker (Listing Firm) Thomas Pfeiffer, Broker DRE Lic. # 00458816
By (Agent) Thomas Pfeiffer DRE Lic. # 00458816 Date 7/10/20
Thomas Pfeiffer

Address 17 Nickerson Street City Sutter Creek State CA Zip 95685
Telephone (209)304-2910 Fax _____ E-mail suttercreektom@gmail.com

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**COMMERCIAL LEASE CONSTRUCTION
ACCESSIBILITY ADDENDUM**

(C.A.R. Form CLCA, 11/16)

This is an addendum to the Commercial Lease Agreement (lease) dated _____ in which Mark Galatolo is referred to as "Landlord" and Binh Ly is referred to as "Tenant". Paragraph 34 of the lease is deleted in its entirety and replaced by the following;

Paragraph 34. CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:

- A. Landlord states that the Premises have, or have not been inspected by a Certified Access Specialist (CASp).
- B. If the Premises have been inspected by a CASp,
 - (1) Landlord states that the Premises have, or have not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53. Landlord shall provide Tenant a copy of the report prepared by the CASp (and, if applicable a copy of the disability access inspection certificate) as specified below.
 - (2) (i) Tenant has received a copy of the report at least 48 hours before executing this lease. Tenant has no right to rescind the lease based upon information contained in the report.
 - OR (ii) Tenant has received a copy of the report prior to, but no more than, 48 hours before, executing this lease. Based upon information contained in the report, Tenant has 72 hours after execution of this lease to rescind it.
 - OR (iii) Tenant has not received a copy of the report prepared by the CASp prior to execution of this lease. Landlord shall provide a copy of the report prepared by the CASp (and, if applicable a copy of the disability access inspection certificate) within 7 days after execution of this lease. Tenant shall have up to 3 days thereafter to rescind the lease based upon information in the report.
- C. If the Premises have not been inspected by a CASp or a certificate was not issued by the CASp who conducted the inspection,

"A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."
- D. Notwithstanding anything to the contrary in paragraph 17, 18, 19 or elsewhere in the lease, any repairs or modifications necessary to correct violations of construction related accessibility standards to the Premises are the responsibility of Tenant, Landlord, Other _____

Tenant (Signature) Binh Ly  Date 07/08/2020 06:01 PM GMT

Tenant (Print name) Binh Ly

Tenant (Signature) _____ Date _____

Tenant (Print name) _____

Landlord (Signature) Mark Galatolo  07/12/2020 12:44 AM GMT Date _____

Landlord (Print name) Mark Galatolo

Landlord (Signature) _____ Date _____

Landlord (Print name) _____

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Reviewed by _____



CLCA REVISED 11/16 (PAGE 1 OF 1)

COMMERCIAL LEASE CONSTRUCTION ACCESSIBILITY ADDENDUM (CLCA PAGE 1 OF 1)



CALIFORNIA
ASSOCIATION
OF REALTORS®

ADDENDUM

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

No. ONE

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 Lease Agreement** dated July 7, 2020, on property known as 8260 Fairplay Rd

Somerset, Ca 95884

in which Binh Ly is referred to as ("Buyer/Tenant")
and Mark Galatolo is referred to as ("Seller/Landlord").

1. Tenant to Provide Contact Information English Speaking Translator.

2. Landlord Reserves The Right To Make Annual Inspections of The Property.

3. Tenant Shall Maintain And Show Proof Of Valid Cannabis Use Permit And Cannabis Annual Operating Permit And Be IN Compliance With All El Dorado County Regulations.

4. Tenant Shall Conduct Only Legally Permitted Activities On The Property Under El Dorado County Regulations. Any Violation Of This Agreement Shall Immediately Void The Lease Agreement & Purchase Agreement And Tenant Shall Vacate The Property.

5. The Property Shall Remain On MLS As "Contingent To Show" Until The Buyers Remove Their Contingency For Obtaining The El Dorado County Cannabis Cultivation License(s).

6. Should There Be An Existing 220V Currently At The House, The Landlord Needs To Provide Proof In The First 30 Days Of Escrow. Any Additional Upgrades Will Be At The Expense Of The Tenant.

7. Well To Be Made Operable And Pump To Be Installed Within The First 30 Days Of Escrow. Cost To Be Deducted From Tenants Security Deposit.

8. Security Deposit To Be Made Non-Refundable.

9.

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

Date 07/08/2020 06:01 PM GMT

Date _____

Buyer/Tenant Binh Ly
Binh Ly

Seller/Landlord Mark Galatolo
Mark Galatolo

07/12/2020
12:44 AM GMT

Buyer/Tenant _____

Seller/Landlord _____

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ADM REVISED 12/15 (PAGE 1 OF 1)

ADDENDUM (ADM PAGE 1 OF 1)





LEASE/RENTAL COMMISSION AGREEMENT

(C.A.R. Form LCA, Revised 6/18)

COMPENSATION:

Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each broker individually and may be negotiable between the Landlord/Tenant and Broker.

For services in arranging the lease or month-to-month rental agreement dated July 7, 2020, between Mark Galatolo, ("Landlord"), and Binh Ly, ("Tenant") on property known as 8260 Fairplay Road, Somerset, Ca 95684. Landlord Tenant agrees to pay compensation equal to 10% Of Total Rents Due Over The 4 Year Leasing Term To Be Split 50/50 Between Brokers.

- 1. Broker may retain said compensation, due from Landlord, from any first monles (advance rentals and security deposits) collected by Broker from Tenant or have Tenant write a separate check for such amount.
2. If the Lease or Rental Agreement is extended or renewed, or Tenant, with Landlord's consent, holds over in possession beyond the initial period (collectively, "Extension Period"), I agree to pay to Broker additional compensation equal to 10% Of Total Rents Due Over The 4 Year Leasing, within 5 days of the commencement of each such Extension Period.
3. If the Tenant directly or indirectly acquires, or enters into an agreement to acquire, title to the Property or any part of it, whether by sale, exchange, or otherwise, during the term of the tenancy or any Extension Period, I agree to pay to Broker compensation equal to 3.000 percent of the selling price or total consideration in said transfer, whichever is greater. Said sum shall be payable upon close of escrow, or if there is no escrow then upon Tenant's direct or indirect acquisition of any legal or equitable interest in the Property.

If there is more than one Landlord/Tenant, by my signature below I agree and represent that I am authorized to obligate all of them and that the other Landlord(s)/Tenant(s) and I shall be jointly and individually responsible for payment of the sums due as described above.

The undersigned Landlord/Tenant has read and acknowledges receipt of a copy of this Agreement and agrees to pay compensation as stated above. Date

Landlord/Tenant signature lines with date stamp 07/12/2020 12:44 AM GMT and Mark Galatolo (Date)

Real Estate Broker agrees to the foregoing.

Broker Carlie Realty & Lending DRE Lic. #01907175
By Gerael Jones DRE Lic. # 02057744 Date 07/08/2020 08:27 PM GMT
By Thomas Pfeiffer DRE Lic. # 00458816 Date 7/10/20
Address 1860 Howe Ave City Sacramento State CA Zip 95819
Telephone (916)832-4786 Fax E-mail Gerael@CarlieRealty.com

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ATTACHMENT 4

Aerial Imagery

7132 ... 11 ... 153
LA ... DE ...

APPLICANT INFORMATION

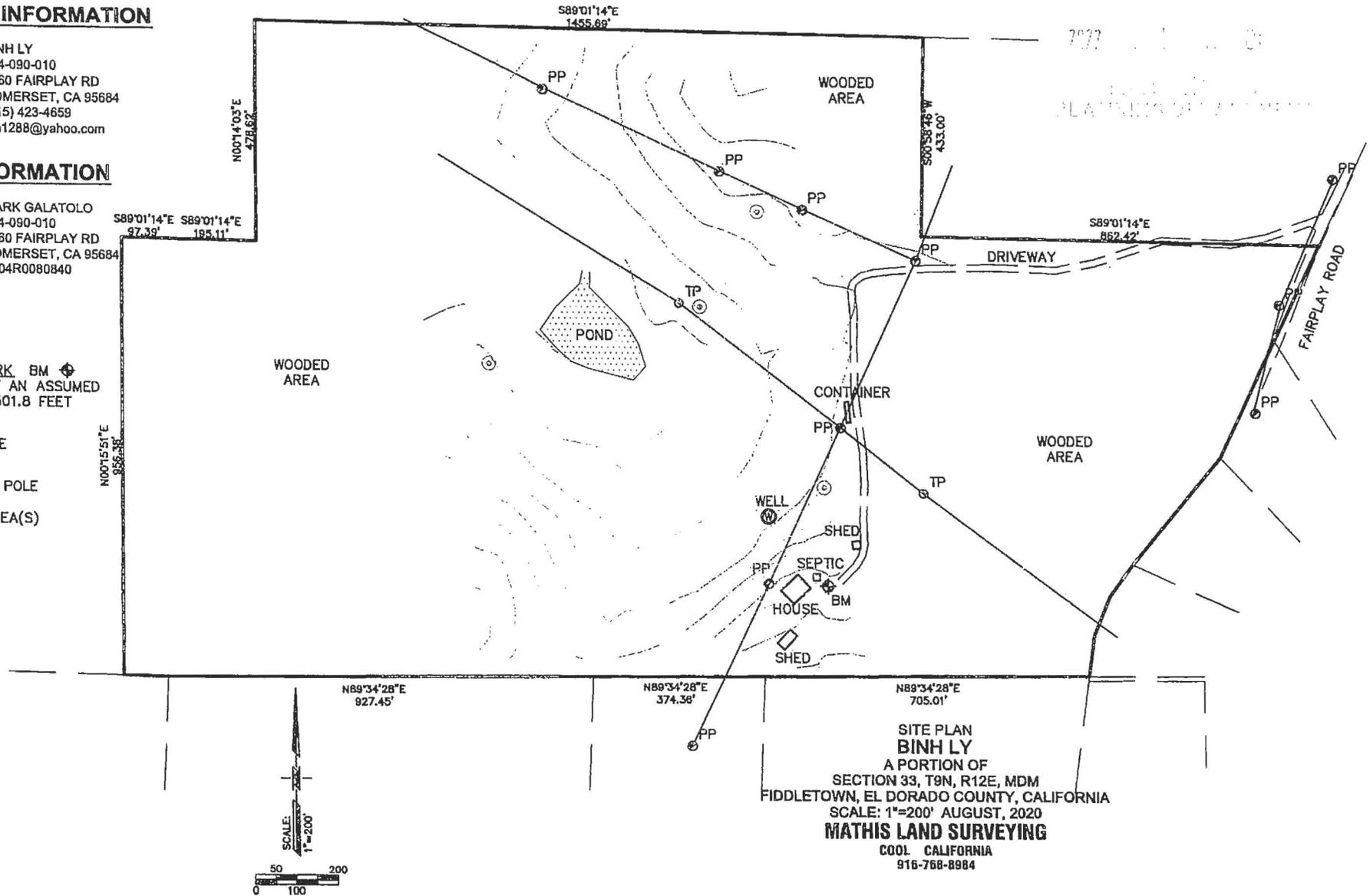
NAME: BINH LY
 APN: 094-090-010
 ADDRESS: 8260 FAIRPLAY RD
 SOMERSET, CA 95684
 PHONE: (415) 423-4659
 E-MAIL: blh1288@yahoo.com

OWNER INFORMATION

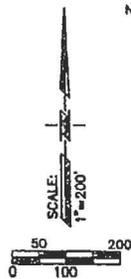
NAME: MARK GALATOLO
 APN: 094-090-010
 ADDRESS: 8260 FAIRPLAY RD
 SOMERSET, CA 95684
 RECORD DOC: 2004R0080840

LOCAL BENCHMARK BM
 WOOD GUINEA AT AN ASSUMED
 ELEVATION OF 2501.8 FEET

- PP POWER POLE
- TP TELEPHONE POLE
- WOODED AREA(S)



SITE PLAN
 BINH LY
 A PORTION OF
 SECTION 33, T9N, R12E, MDM
 FIDDLETOWN, EL DORADO COUNTY, CALIFORNIA
 SCALE: 1"=200' AUGUST, 2020
MATHIS LAND SURVEYING
 COOL CALIFORNIA
 916-768-8984



CCUP22-0001

ATTACHMENT 5

Assessor's Parcel Map

2022
PLANNING DEPARTMENT
CITY OF CHICAGO

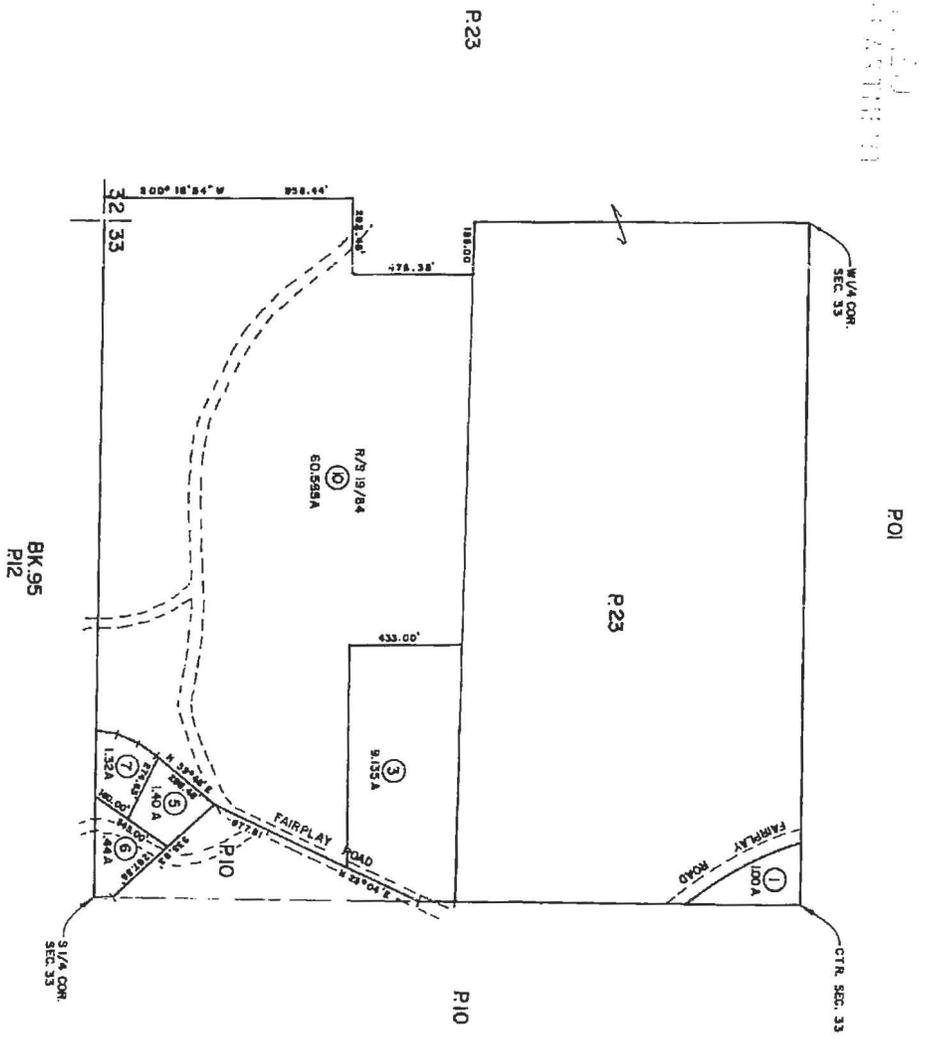
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2007
 PLAT OF SECTION 33

POR. SW 1/4 SEC. 33, T9N, R.12E, M.D.M.

Tax Area Code

94:09



NOTE - Assessor's Block Numbers Shown in Ellipse
 Assessor's Parcel Numbers Shown in Circle

Assessor's Map Bk. 94 - Pg. 09
 County of El Dorado, California

CCUP22-0001

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

ATTACHMENT 6 & 7

1977
PLANNING & DESIGN

Interior Facility Plan

Lighting Diagram

NEW CULTIVATION PROJECT FOR:

BINH LY

8260 FAIRPLAY ROAD
SOMERSET, CA 95684

Client:

BINH LY

Tel: 415.423.4659
Email: bh1228@yahoo.com

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DRAWING SHEET INDEX - PROJECT

| SHEET | SHEET TITLES |
|-------|-----------------------------------|
| A1.00 | PROJECT COVER SHEET |
| A2.11 | PROJECT SITE PLAN |
| A2.25 | SITE PLAN - ENLARGED |
| A2.31 | DESTRUCTION & CHEMICAL CONTROL |
| A3.11 | ENLARGED FLOOR PLANS |
| A3.12 | ENLARGED FLOOR PLANS |
| A3.13 | ENLARGED FLOOR PLANS - EXISTING |
| AE.31 | EXTERIOR ELEVATIONS - PROCESSING |
| AE.32 | EXTERIOR ELEVATIONS - DRY CLIME |
| AE.33 | EXTERIOR ELEVATIONS - STORAGE |
| AE.35 | EXTERIOR ELEVATIONS - EXISTING |
| GH1.0 | GREENHOUSE COVER SHEET |
| GH1.1 | GREENHOUSE OVERALL |
| GH1.2 | GREENHOUSE FOUNDATION PLAN |
| GH1.3 | GREENHOUSE FOUNDATION PLAN |
| GH1.4 | GREENHOUSE LIGHT DEPRIVATION PLAN |
| GH1.5 | GREENHOUSE SECTIONS |
| GH1.6 | GREENHOUSE SECTIONS |
| GH1.7 | GREENHOUSE LIGHTING DIAGRAM |
| HO1.0 | HOOP HOUSE COVER SHEET |
| HO1.1 | HOOP HOUSE OVERALL |
| HO1.2 | HOOP HOUSE PLAN & ELEVATION |

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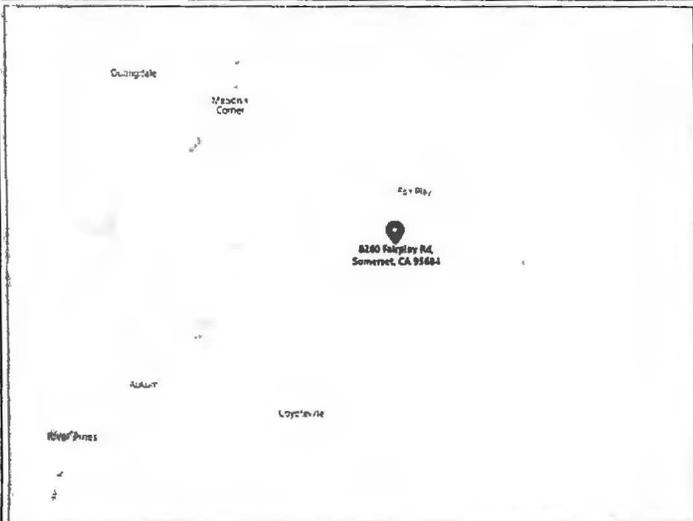
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PROJECT: 20201009

CLIENT:
BINH LY
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bh1228@yahoo.com

NEW CULTIVATION PROJECT FOR:
BINH LY
8260 FAIRPLAY ROAD
SOMERSET, CA 95684

PROJECT VICINITY MAP



NEW CULTIVATION PROJECT FOR:
BINH LY
8260 FAIRPLAY ROAD
SOMERSET, CA 95684



PROJECT DIRECTORY

ARCHITECT | ENGINEER
SEAM PRETALS ARCHITECT (CE043) | (916) 209-9811 | SEAM@GRAPHIA.COM | SEAMPRETTALS.COM
120 GATEWAY DRIVE, SUITE 110, LINDSEY, CA 95644

TITLE:
PROJECT COVER SHEET

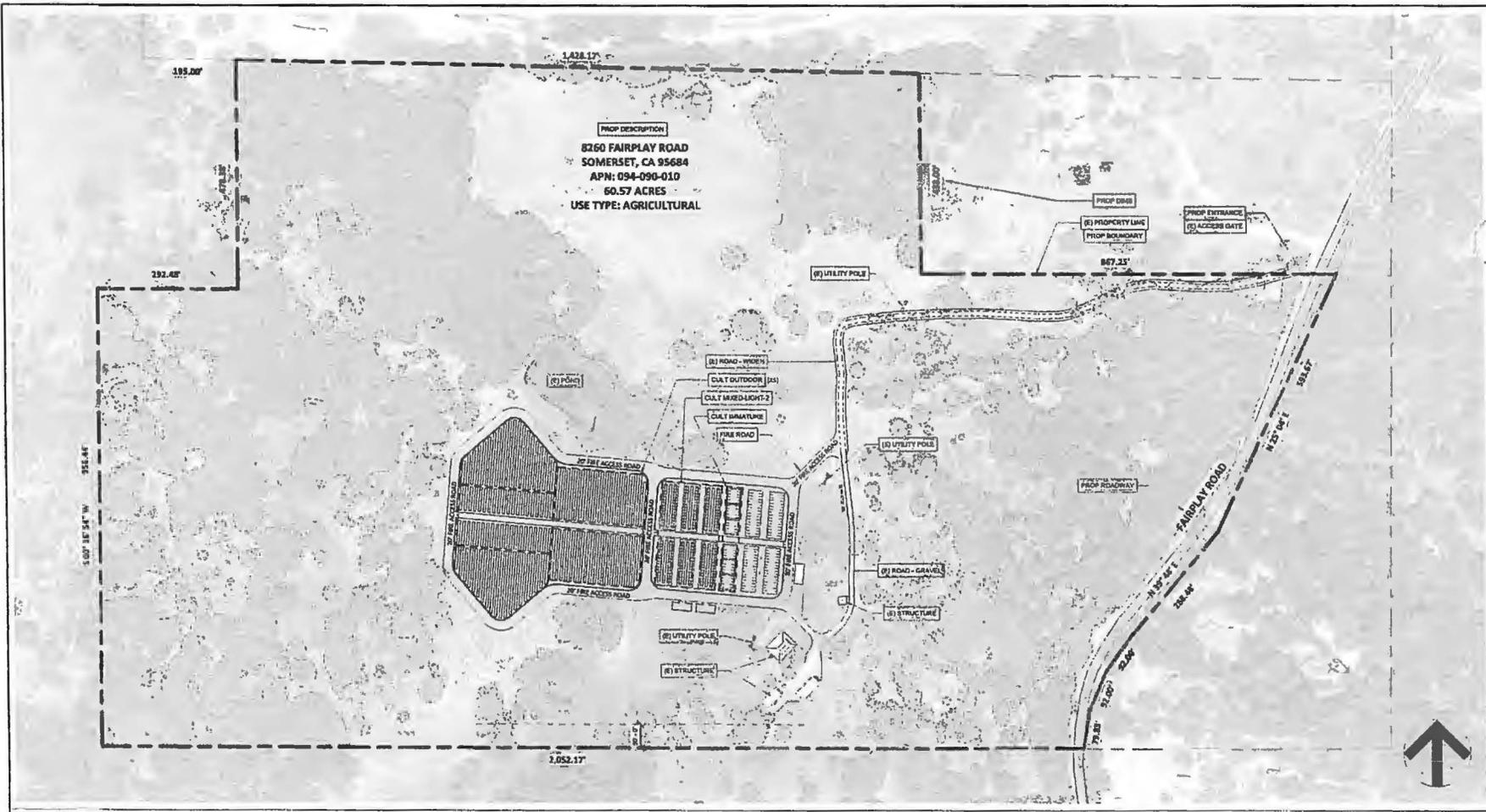
ISSUES:
Project Name: 120000
Client Name: PROJECT
Drawing Number: 100000
Revision Number:



SHEET:
A1.00
SHEETS OF 1

Eric Lind
State of California
Professional Engineer
License No. 100000
09/2007-08/2027

CCUP22-0001



PROP DESCRIPTION
8260 FAIRPLAY ROAD
SOMERSET, CA 95684
APN: 094-090-010
60.57 ACRES
USE TYPE: AGRICULTURAL

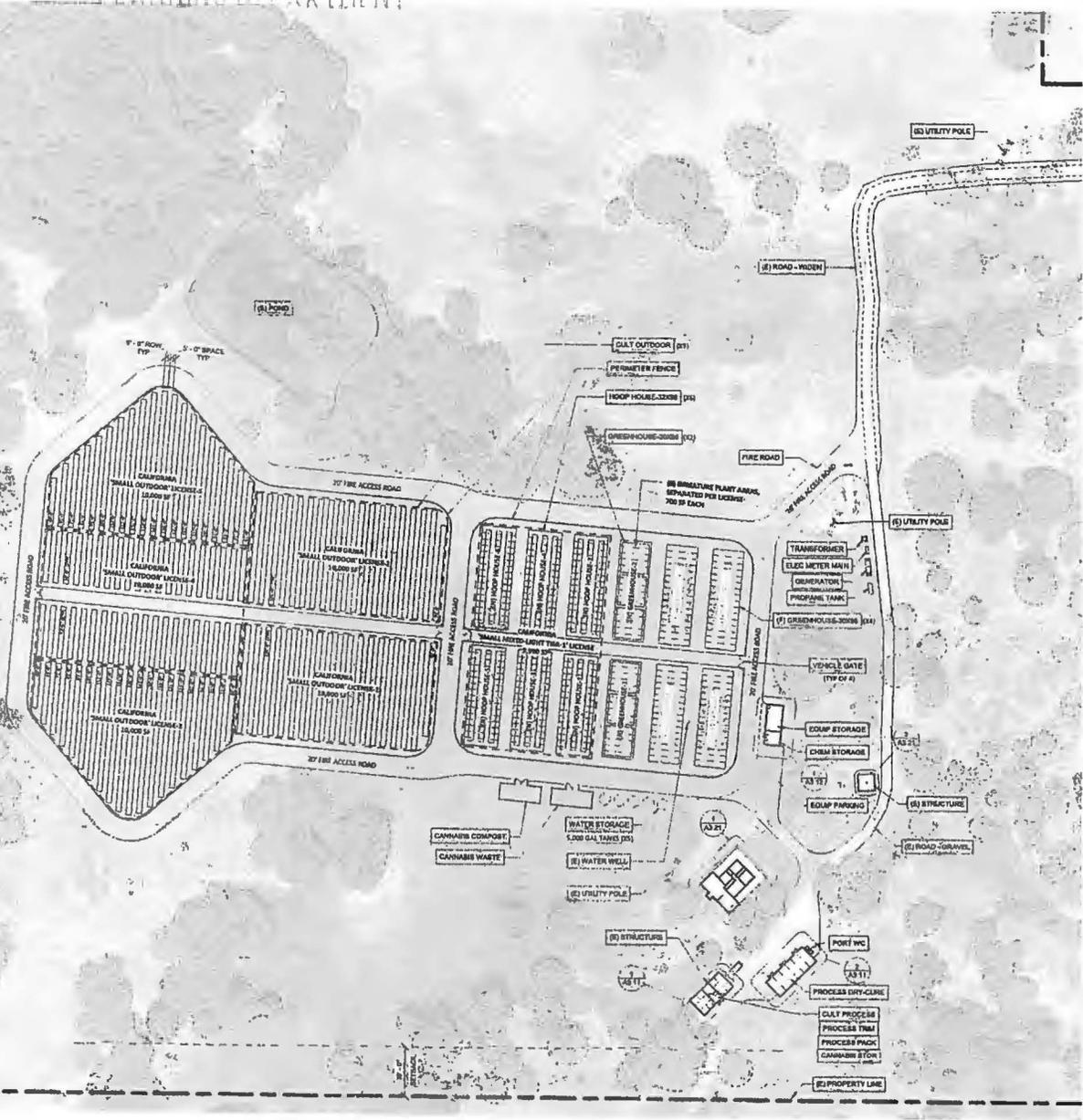
SITE PLAN SCALE 1" = 120'-0" **1**

KEYNOTES

| ITEM | KEYNOTE DESCRIPTION |
|------------------------|---|
| (A) ACCESS GATE | EXISTING PROPERTY ACCESS GATE, TO REMAIN. |
| (B) POND | EXISTING POND, TO REMAIN. |
| (C) PROPERTY LINE | EXISTING PROPERTY LINE. |
| (D) ROAD - GRAVEL | EXISTING GRAVEL ROAD, REMAINS UNCHANGED. |
| (E) ROAD - WIDEN | EXISTING GRAVEL ROAD TO BE WIDENED FOR FIRE ACCESS, MINIMUM 20' WIDE WITH MINIMUM TURNING RADIUS 25'. |
| (F) STRUCTURE | EXISTING STRUCTURE, TO REMAIN. |
| (G) UTILITY POLE | EXISTING UTILITY POLE FOR OVERHEAD POWER LINES. |
| (H) CULT IRRIGATION | NEW IRRIGATION PLANT CULTIVATION AREA, SET CULTIVATION AREAS TABLE. |
| (I) CULT MIXED-LIGHT-2 | NEW MIXED-LIGHT STR-2 CULTIVATION LICENSE BOUNDARY, STR-2 ALLOWS FROM SIX TO 25 WATTS PER SQUARE FOOT OF ARTIFICIAL LIGHT, SEE CULTIVATION AREAS TABLE. |
| (J) CULT OUTDOOR | NEW OUTDOOR CULTIVATION CANOPY LICENSE BOUNDARY, COMPRISED OF 5' WIDE BEDS WITH 5' GAPS BETWEEN 548 CULTIVATION AREAS TABLE. |
| (K) FIRE ROAD | NEW FIRE ACCESS ROAD, GRAVEL, MINIMUM 20' WIDE WITH MINIMUM TURNING RADIUS 25'. |
| (L) PROP BOUNDARY | PROPERTY BOUNDARY OTHER THAN THE LICENSES WILL OPERATE. |
| (M) PROP DESCRIPTION | PROPERTY DESCRIPTION AND PARCEL NUMBER. |
| (N) PROP DRIVE | PROPERTY DRIVE & EYEWEIGHTS. |
| (O) PROP ENTRANCE | PROPERTY ENTRANCE ACCESS POINT. |
| (P) PROP ROADWAY | PROPERTY ROADWAY. |

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KEYNOTES

| ITEM | KEYNOTE DESCRIPTION |
|---------------------|---|
| (E) POND | EXISTING POND, TO REMAIN. |
| (E) PROPERTY LINE | EXISTING PROPERTY LINE. |
| (E) ROAD - GRAVEL | EXISTING GRAVEL ROAD, REMAINS UNCHANGED. |
| (E) ROAD - WIDEN | EXISTING GRAVEL ROAD TO BE WIDENED FOR FIRE ACCESS, MINIMUM 20' WIDE WITH MINIMUM TURNING RADIUS 25'. |
| (E) STRUCTURE | EXISTING STRUCTURE, TO REMAIN. |
| (E) UTILITY POLE | EXISTING UTILITY POLE FOR OVERHEAD POWER LINES. |
| (E) WATER WELL | EXISTING WATER SUPPLY WELL AND PUMP, SUPPLIES WATER TO THE CULTIVATION SITE. |
| (F) GREENHOUSE-3000 | FUTURE GREENHOUSE, 30' X 90'. SEE CULTIVATION AREAS TABLE. |
| CANNABIS COMPOST | NEW DESIGNATED CANNABIS WASTE COMPOST AREA, ENCLOSED WITH 5' HIGH FENCE. |
| CANNABIS STORE | NEW DESIGNATED SECURED AREA FOR HARVESTED CANNABIS STORAGE, SEE ENLARGED FLOOR PLANS. |
| CANNABIS WASTE | NEW SECURED CANNABIS WASTE AREA, ENCLOSED WITH 5' HIGH FENCE. |
| CHEM STORAGE | NEW CHEMICAL STORAGE SHED FOR FERTIGATION AND OTHER AGRICULTURAL CHEMICAL STORAGE. THERE SHALL BE NO CHEMICAL OR HAZARDOUS MATERIAL STORAGE LOCATED ANYWHERE ELSE ON THE PREMISES. SEE THE CHEMICAL CLASSIFICATION LIST ON THE CHEMICAL CONTROL SHEET FOR DETAILS ON STORED CHEMICALS. AND SEE ENLARGED PLANS FOR BUILDING INFORMATION. |
| CULT OUTDOOR | NEW OUTDOOR CULTIVATION CANOPY LICENSE BOUNDARY, COMPRISED OF 5' HIGH BEDS WITH 5' GAPS BETWEEN. SEE CULTIVATION AREAS TABLE. |
| CULT PROCESS | DESIGNATED PROCESSING AREA WITHIN EXISTING BUILDING, SEE ENLARGED PLANS. |
| ELEC METER MAIN | NEW ELECTRICAL METER PANEL AND METER, SEE ELECTRICAL DRAWINGS. |
| EQUIP PARKING | NEW GRAVEL EQUIPMENT PARKING AREA. |
| EQUIP STORAGE | NEW STORAGE SHED FOR EQUIPMENT AND TOOLS. SEE ENLARGED PLANS. |
| FIRE ROAD | NEW FIRE ACCESS ROAD, GRAVEL, MINIMUM 20' WIDE WITH MINIMUM TURNING RADIUS 25'. |
| GENERATOR | NEW GAS POWERED GENERATOR. |
| GREENHOUSE-6000 | NEW GREENHOUSE, 60' X 90'. SEE CULTIVATION AREAS TABLE. |
| HOOP HOUSE-2400 | NEW HOOP HOUSE, 24' X 96'. SEE CULTIVATION AREAS TABLE. |
| PERIMETER FENCE | NEW PERIMETER FENCING, SEE DETAIL 14/A8-22. |
| PORT WC | NEW PORTABLE WATER CLOSET, MINIMUM 1 TO BE ADA ACCESSIBLE. |
| PROCESS DRY-CLINE | DESIGNATED PROCESSING AREA FOR ON-SITE DRY-CLINE, SEPARATED PER LICENSE, SEE ENLARGED PLANS. |
| PROCESS PACK | DESIGNATED PROCESSING AREA FOR ON-SITE PACKAGING, SEPARATED PER LICENSE, SEE ENLARGED PLANS. |
| PROCESS TRIM | DESIGNATED PROCESSING AREA FOR ON-SITE TRIM, SEPARATED PER LICENSE, SEE ENLARGED PLANS. |
| PROPANE TANK | NEW PROPANE SUPPLY TANK. |
| TRANSFORMER | NEW ELECTRICAL SERVICE TRANSFORMER LOCATION. |
| VEHICLE GATE | NEW VEHICLE GATE, SEE DETAIL 14/A8-22. |
| WATER STORAGE | NEW WATER STORAGE TANKS. |

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PROJECT: 20201009

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415.432.4872
binhly@binhly.com

NEW CULTIVATION PROJECT FOR:
BINH LY
8260 FAIRPLAY ROAD
SOMERSET, CA 95684

CULTIVATION AREAS

| OUTDOOR CANOPY | THREAT FREE BATHHOUSE |
|----------------------------|--------------------------------|
| SMALL LICENSE-1: 52,000 SF | GH-1 OUTDOOR LICENSE-1: 700 SF |
| SMALL LICENSE-2: 50,000 SF | GH-1 OUTDOOR LICENSE-2: 700 SF |
| SMALL LICENSE-3: 50,000 SF | GH-1 OUTDOOR LICENSE-3: 700 SF |
| SMALL LICENSE-4: 50,000 SF | GH-1 OUTDOOR LICENSE-4: 700 SF |
| SMALL LICENSE-5: 50,000 SF | GH-1 OUTDOOR LICENSE-5: 700 SF |
| TOTAL: 500,000 SF | GH-2 MID-RISE LICENSE: 200 SF |
| | TOTAL: 6,200 SF |

| MID-RISE TRIP-3 CANOPY |
|------------------------|
| HOOP HOUSE-1: 1,845 SF |
| HOOP HOUSE-2: 1,845 SF |
| HOOP HOUSE-3: 1,845 SF |
| HOOP HOUSE-4: 1,845 SF |
| HOOP HOUSE-5: 1,845 SF |
| HOOP HOUSE-6: 1,845 SF |
| TOTAL: 10,950 SF |

PROCESSING DRY-CLINE AREA: 290 SF
PROCESSING TRIM/PACKAGING AREA: 295 SF
DRY PRODUCT STORAGE AREA: 200 SF
EQUIPMENT AND TOOLS STORAGE AREA: 380 SF
CHEMICAL STORAGE AREA: 187 SF
CANNABIS WASTE AREA: 600 SF
CANNABIS COMPOST AREA: 600 SF

SITE PLAN - ENLARGED SCALE 1" = 80' 1

TITLE: NEW PLAN - BUILDING

ISSUES:
None
None
None
None
None



DESIGN REVIEW DRAWING

SHEET: **A2.15**

DATE: 03/10/22

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CHEMICAL CLASSIFICATIONS LIST

| CHEMICAL NAME | HAZARDOUS CLASS | ALLOWABLE | PROVIDED | COMMENTS |
|---|------------------|---|---|-----------------------|
| 2.7%EA CONDUCTIVITY SOLUTION (20 GAL) | NON-HAZARDOUS | N/A | N/A | |
| ADAMANTINE NUTRIENTS PH DOWN (2.6 GALLONS (4)) | TOXIC CORROSIVE | 500 LBS GALLONS IN STORAGE (TONGS) 150 LBS IN OPEN USE SYSTEM (TONGS) 500 GALLONS IN STORAGE (CORROZIVES) 500 GALLONS IN OPEN USE SYSTEM (CORROZIVES) | 2.6 GALLONS (25 LB) MAX IN OPEN USE SYSTEM 42.7 GALLONS (375 LB) MAX IN STORAGE 20.6 (170 LB) GALLONS TOTAL | REFERENCE NOTES 3 & 4 |
| BONIDE SUKUFUN PLANT FLAMOCIDE (4 LB) | COMBUSTIBLE DUST | N/A | 4 LBS MAX IN OPEN USE SYSTEM 36 LBS MAX IN STORAGE 20 LBS TOTAL | REFERENCE NOTES 1 & 2 |
| BRANDY MAGNESIUM SULFATE-GRAVIMAN (50LB) | NON-HAZARDOUS | N/A | N/A | |
| CLOVEY ROOTING GEL (1 GALLON) | NON-HAZARDOUS | N/A | N/A | |
| EPSON SALT (50 LB) | NON-HAZARDOUS | N/A | N/A | |
| JACKS NUTRIENTS S-3-26 PART A (25 LB) | NON-HAZARDOUS | N/A | N/A | |
| JACKS NUTRIENTS S-3-26 PART B (25 LB) | NON-HAZARDOUS | N/A | N/A | |
| MAGNESIUM SULFATE 20-27 PENCILY ACIDOUS SOLUTION (1 GALLON) | NON-HAZARDOUS | N/A | N/A | |
| PH 4.01 CALIBRATION SOLUTION (1 QUART) | NON-HAZARDOUS | N/A | N/A | |
| PH 7 CALIBRATION SOLUTION (1 QUART) | NON-HAZARDOUS | N/A | N/A | |
| PURCALON | NON-HAZARDOUS | N/A | N/A | |

KEYNOTES

| ITEM | KEYNOTE DESCRIPTION |
|------------------|---|
| CHEM STORAGE | NEW CHEMICAL STORAGE SHED FOR FERTIGATION AND OTHER AGROCHEMICAL STORAGE. THERE SHALL BE NO CHEMICAL OR HAZARDOUS MATERIAL STORAGE LOCATED ANYWHERE ELSE ON THE PREMISES. SEE THE CHEMICAL CLASSIFICATION LIST ON THE CHEMICAL CONTROL SHEET FOR DETAILS ON STORED CHEMICALS AND SEE ENHANCED PLANS FOR BUILDING INFORMATION. |
| RUNOFF DRAIN | INSTALL RUNOFF CONTROL DRAIN; INSTALL 4" DIA PERFORATED PVC PIPE WITHIN 4" WIDE 3" DEEP GRAVEL FILLED TRENCH, SLOPED TO RETENTION AREA. |
| RUNOFF RETENTION | REGULATED RUNOFF RETENTION AREA; TERMINATION POINT OF ALL OFF CONTROL DRAIN. |

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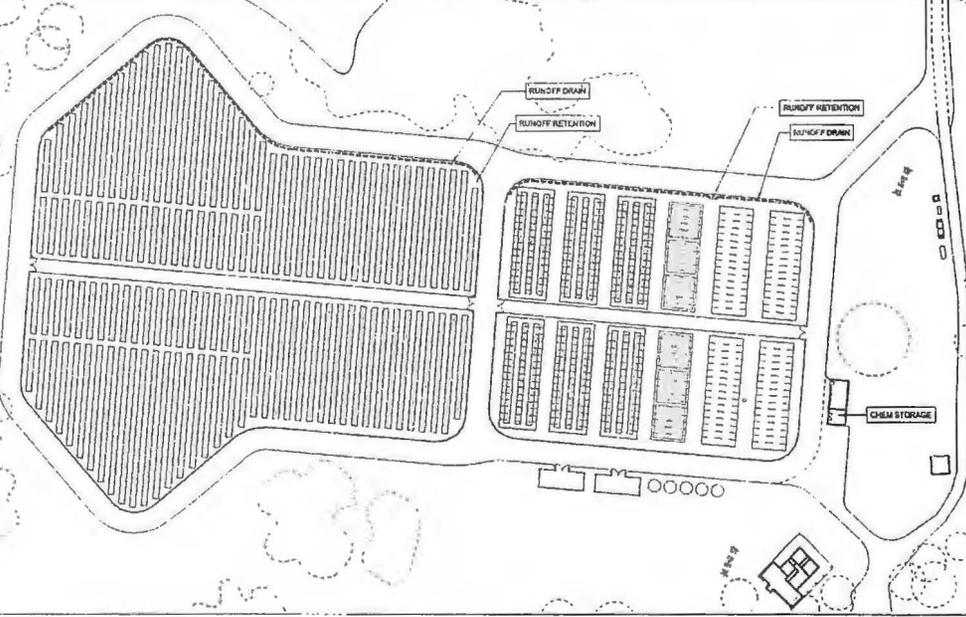
CLIENT:
 BINH LY
 1515 G ST
 MARYSVILLE, CALIFORNIA

1. WORKER PROTECTED SPRAY APPLICATION: BEHAL SHALL BE 25 GALLON FARM RECEIPT SPRAYERS WITH FULFILL TO VOLT. THE APPLICATION RATE FOR THE MICROBIOLOGICAL (M) IS 0.5 GALLONS PER ACRE PER 1 GALLON OF FERTILIZER. THE MICROBIOLOGICAL (M) IS 0.5 GALLONS PER ACRE PER 1 GALLON OF FERTILIZER. THE APPLICATION RATE FOR THE MICROBIOLOGICAL (M) IS 0.5 GALLONS PER ACRE PER 1 GALLON OF FERTILIZER. THE APPLICATION RATE FOR THE MICROBIOLOGICAL (M) IS 0.5 GALLONS PER ACRE PER 1 GALLON OF FERTILIZER.

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3. WORKER PROTECTED SPRAY APPLICATION: BEHAL SHALL BE 25 GALLON FARM RECEIPT SPRAYERS WITH FULFILL TO VOLT. THE APPLICATION RATE FOR THE MICROBIOLOGICAL (M) IS 0.5 GALLONS PER ACRE PER 1 GALLON OF FERTILIZER. THE APPLICATION RATE FOR THE MICROBIOLOGICAL (M) IS 0.5 GALLONS PER ACRE PER 1 GALLON OF FERTILIZER. THE APPLICATION RATE FOR THE MICROBIOLOGICAL (M) IS 0.5 GALLONS PER ACRE PER 1 GALLON OF FERTILIZER.

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SITE PLAN - IRRIGATION & CHEMICAL CONTROL SCALE 1" = 50'-0" 1

NEW CULTIVATION PROJECT FOR:
 BINH LY
 8260 FAIRPLAY ROAD
 SOMERSET, CA 95684

TITLE:
 SHEET:
 A2.21

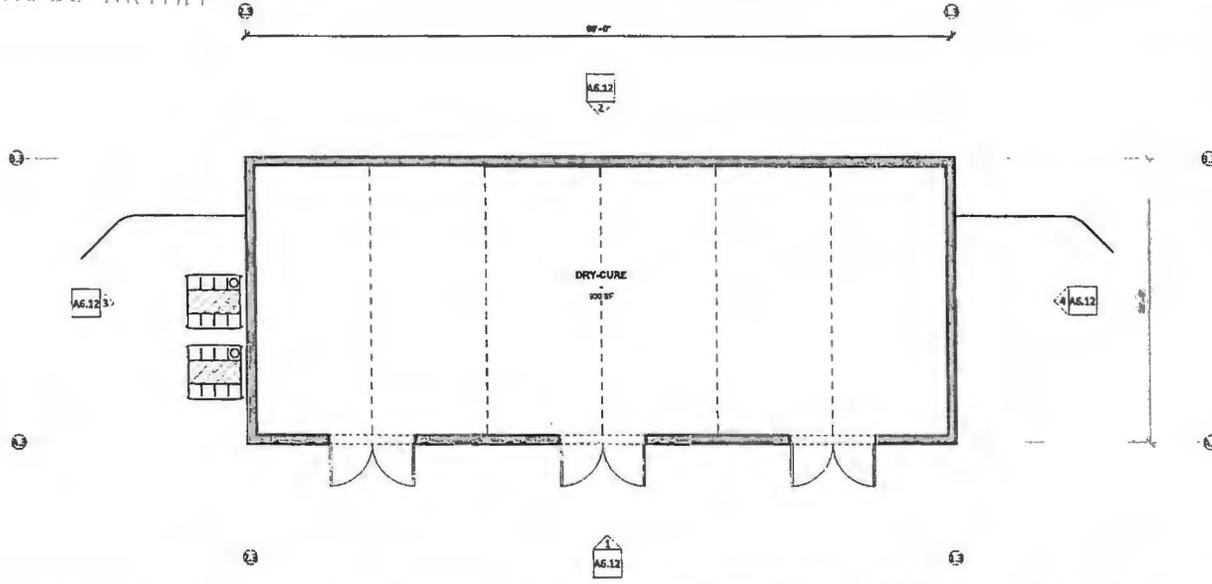
DESIGN REVIEW DRAWING
 NOT FOR CONSTRUCTION

SHEET:
 A2.21
 SHEET 1 OF 1

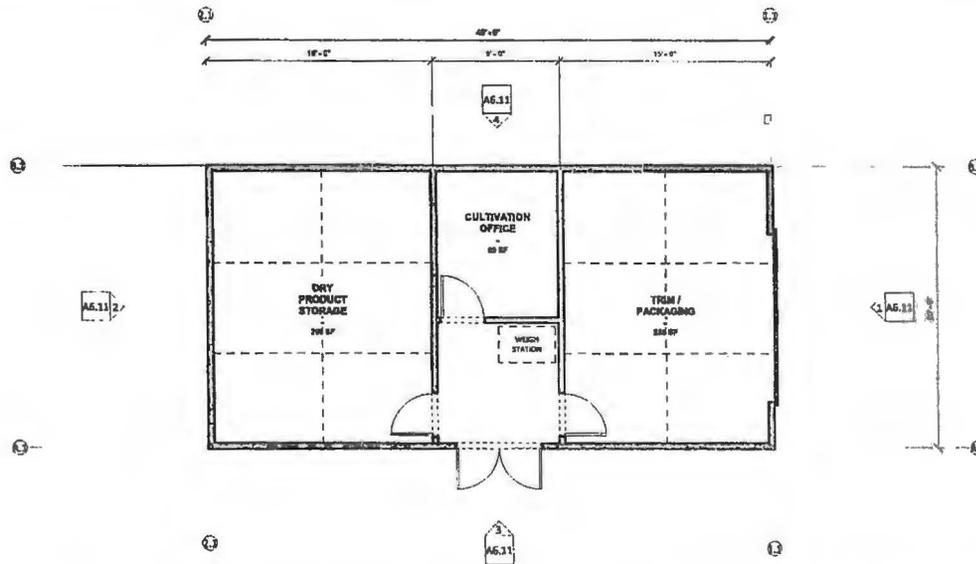
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PLANNING DEPARTMENT



FLOOR PLAN - DRY-CURE BUILDING SCALE 1/4" = 1'-0" 2



FLOOR PLAN - PROCESSING BUILDING SCALE 1/4" = 1'-0" 1

WALL LEGEND

| | |
|-----|--|
| --- | EXTERIOR METAL WALL PANEL, CORRUGATED METAL SIDING PANEL, COLOR AS SELECTED BY OWNER, INSTALL PER MANUF. |
| --- | EXTERIOR WOOD FRAME WALL W/ METAL WALL PANEL, CORRUGATED METAL SIDING PANEL OVER 2X4 WOOD STUD FRAMING PER STRUCTURAL DRAWINGS, FULL STUD CAVITY W/ MIN 8:1 BATT INSULATION, INTERIOR FACE 5/8" GYPSUM BOARD INSTALLED PER ROOM FINISH SCHEDULE |
| --- | INTERIOR WOOD FRAME WALL W/ INSULATION, 5/8" GYPSUM BOARD INSTALLED PER ROOM FINISH SCHEDULE OVER 2X4 WOOD STUD FRAMING PER STRUCTURAL DRAWINGS, FULL STUD CAVITY W/ MIN 8:1 BATT INSULATION, INTERIOR FACE 5/8" GYPSUM BOARD INSTALLED PER ROOM FINISH SCHEDULE |
| --- | INTERIOR WOOD FRAME WALL, 5/8" GYPSUM BOARD INSTALLED PER ROOM FINISH SCHEDULE OVER 2X4 WOOD STUD FRAMING PER STRUCTURAL DRAWINGS, INTERIOR FACE 5/8" GYPSUM BOARD INSTALLED PER ROOM FINISH SCHEDULE |

FLOOR PLAN NOTES

- A FIELD VERIFY ALL DIMENSIONS PRIOR TO ANY CONSTRUCTION.
- B GENERAL CONTRACTOR TO PROVIDE ALL NEW WALL BLOCKING AND SACKING WHERE REQUIRED.
- C REFERENCE ROOM FINISH SCHEDULE FOR SPECIFIC REQUIREMENTS OF EACH SPACE.
- D EXIT DOORS TO BE OPERABLE FROM INSIDE WITHOUT A KEY OR SPECIAL KNOWLEDGE OR EFFORT, PROVIDE READABLE VISIBLE SIGN ADJACENT TO DOORWAY SEATING, THIS DOOR TO REMAIN UNLOCKED WHEN THIS SPACE IS OCCUPIED.
- E SEE SHEET A6.11 FOR ACCESSIBILITY DETAILS.

KEYNOTES

| ITEM | KEYNOTE DESCRIPTION |
|------|---------------------|
|------|---------------------|

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PROJECT: 20201009

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411-432-1439
BINHLY@GMAIL.COM

NEW CULTIVATION PROJECT FOR:
BINH LY
8260 FAIRPLAY ROAD
SOMERSET, CA 95684

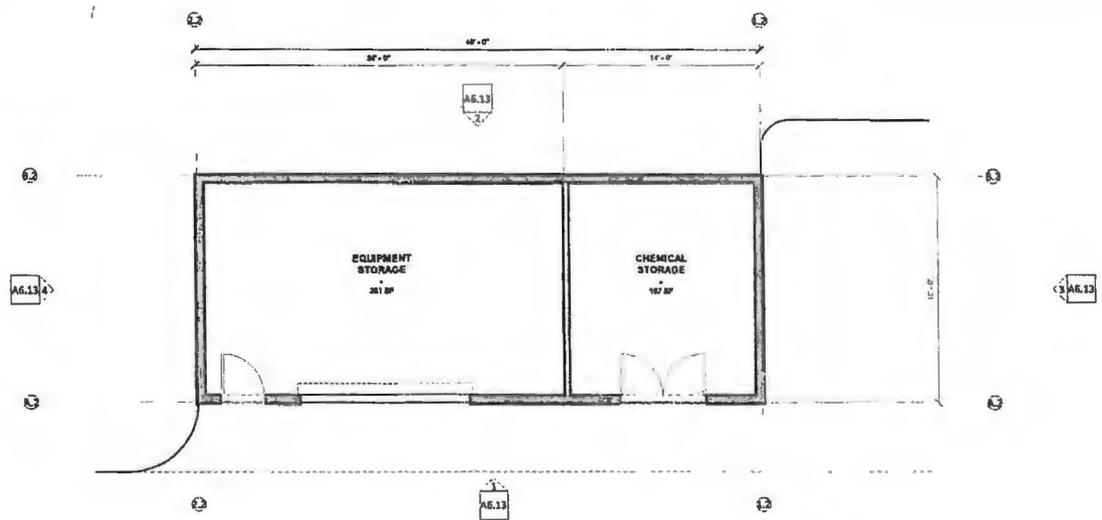
TITLE: DELAIDED FLOOR PLANS
ISSUES:
Project Name: SOMERSET
Sheet Name: A3.11
Author: BINH LY
Date: 03/10/22



SHEET:
A3.11
1 OF 12

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FLOOR PLAN - STORAGE BUILDING SCALE 1/4" = 1'-0" 1

WALL LEGEND

| | |
|-----|--|
| --- | EXTERIOR METAL WALL PANEL, CORRUGATED METAL SIDING PANEL, COLOR AS SELECTED BY OWNER, INSTALL PER MANF. |
| --- | EXTERIOR WOOD FRAME WALL W/ METAL WALL PANEL, CORRUGATED METAL SIDING PANEL OVER 2X6 WOOD STUD FRAMING PER STRUCTURAL DRAWING, FULL STUD CAVITY W/ MIN 6-33 BATT INSULATION, INTERIOR FACE 5/8" GYPSUM BOARD INSTALLED PER ROOM FINISH SCHEDULE. |
| --- | INTERIOR WOOD FRAME WALL W/ INSULATION, 5/8" GYPSUM BOARD INSTALLED PER ROOM FINISH SCHEDULE OVER 2X4 STUD FRAMING PER STRUCTURAL DRAWING, FULL STUD CAVITY W/ MIN 6-33 BATT INSULATION, INTERIOR FACE 5/8" GYPSUM BOARD INSTALLED PER ROOM FINISH SCHEDULE. |
| --- | INTERIOR WOOD FRAME WALL, 5/8" GYPSUM BOARD INSTALLED PER ROOM FINISH SCHEDULE OVER 2X4 WOOD STUD FRAMING PER STRUCTURAL DRAWING, INTERIOR FACE 5/8" GYPSUM BOARD INSTALLED PER ROOM FINISH SCHEDULE. |

FLOOR PLAN NOTES

- A FIELD VERIFY ALL DIMENSIONS PRIOR TO ANY CONSTRUCTION.
- B GENERAL CONTRACTOR TO PROVIDE ALL NEW WALL BLOCKING AND BACKING WHERE REQUIRED.
- C REFERENCE ROOM FINISH SCHEDULE FOR SPECIFIC REQUIREMENTS OF EACH SPACE.
- D EXIT DOORS TO BE OPERABLE FROM INSIDE WITHOUT A KEY OR SPECIAL KNOWLEDGE OR EFFORT, PROVIDE READILY VISIBLE SIGN ADJACENT TO DOORWAY STATING, "THIS DOOR TO REMAIN UNLOCKED WHEN THIS SPACE IS OCCUPIED."
- E SEE SHEET A6.11 FOR ACCESS/EGRESS DETAILS.

KEYNOTES

| ITEM | KEYNOTE DESCRIPTION |
|------|---------------------|
|------|---------------------|

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PROJECT: 20201009

CLIENT:
 BINH LY
 415.432.8193
 binhly@protonmail.com

NEW CULTIVATION PROJECT FOR:
BINH LY
 8260 FAIRPLAY ROAD
 SOMERSET, CA 95684

TITLE: BRANDED HAZEL PLANT

ISSUES:
 1. 1/27/22
 2. 2/1/22
 3. 2/1/22
 4. 2/1/22

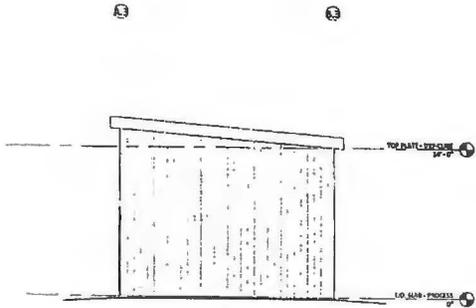


DESIGN REVIEW DRAWING

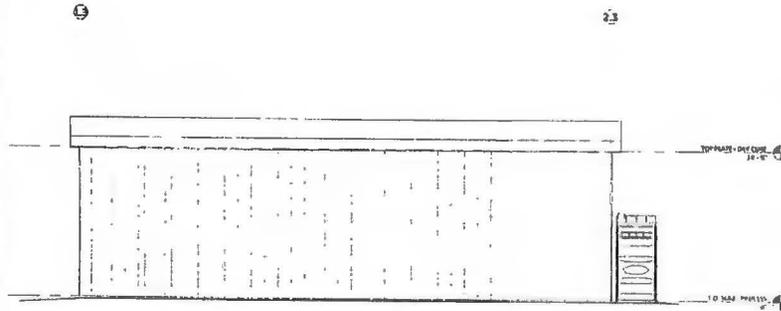
SHEET:
A3.12
 SHEET 02 OF 02

2022 APR 10 AM 10:14

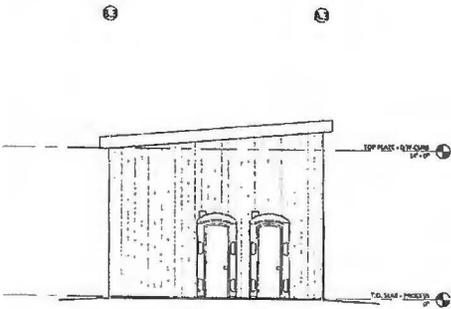
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PLANNING DEPARTMENT



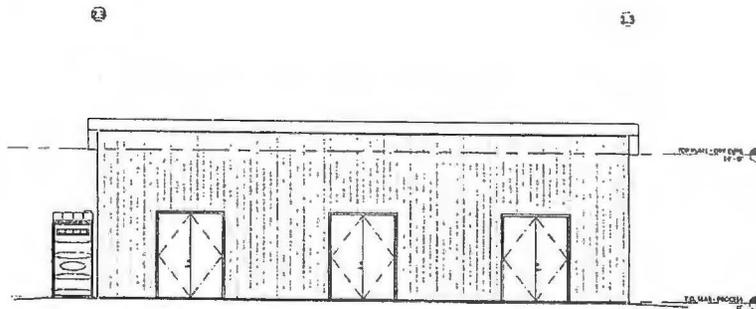
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EXT ELEVATION - DRY-CURE - SE SCALE 3/16" = 1'-0" 2



EXT ELEVATION - DRY-CURE - NE SCALE 3/16" = 1'-0" 3



EXT ELEVATION - DRY-CURE - NW SCALE 3/16" = 1'-0" 1

KEYNOTES

TITLE KEYNOTE DESCRIPTION

GRAPHIA
ARCHITECTURE
ENGINEERING

330 BAYVIEW DRIVE, SUITE 330
LINDSEY, CA 95648
(916) 209-9890
SARA@GRAPHIA.COM
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PROJECT: 20201009

CLIENT:
BINH LY
123456789
123456789

NEW CULTIVATION PROJECT FOR:
BINH LY
8260 FAIRPLAY ROAD
SOMERSET, CA 95884

TITLE:
ISSUES:
DESIGN REVIEW DRAWING

**NOT FOR
CONSTRUCTION**

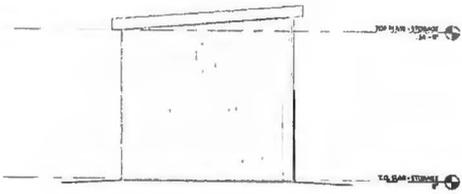
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SHEET 12 OF 12

CCUP22-0001

2022 MAR 10 AM 10:14

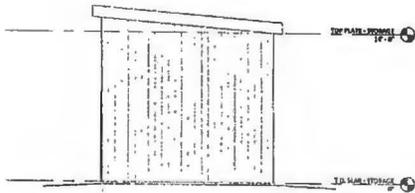
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PLANNING DEPARTMENT

62 A2



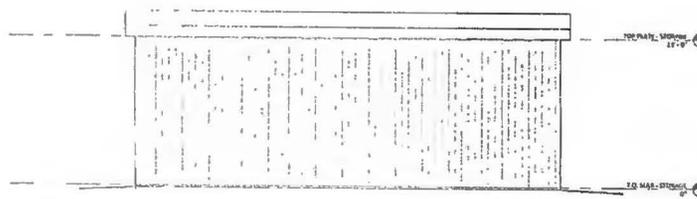
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A2 62



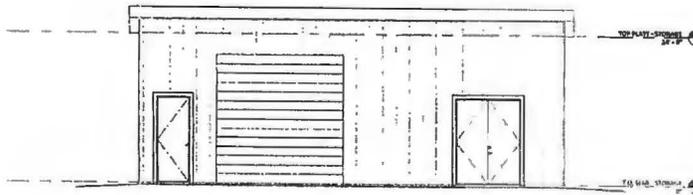
EXT ELEVATION - STORAGE - SOUTH SCALE 1/8" = 1'-0" 3

62 62



EXT ELEVATION - STORAGE - EAST SCALE 1/8" = 1'-0" 2

62 62



EXT ELEVATION - STORAGE - WEST SCALE 1/8" = 1'-0" 1

KEYNOTES

TYP. KEYNOTE DESCRIPTION

GRAPHIA
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ENGINEERING

300 GATEWAY DRIVE, SUITE 130
LINCOLN, CA 95648
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PROJECT: 20201009

CLIENT:

BINH LY
8260 FAIRPLAY ROAD
SOMERSET, CA 95684

NEW CULTIVATION PROJECT FOR:
BINH LY
8260 FAIRPLAY ROAD
SOMERSET, CA 95684

TITLE: STORAGE BUILDING - 10000

REVISED

Project Name
Sheet Name
Author Name
Revision Name

Label
Sheet Code
Sheet

DESIGN REVIEW DRAWING



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SHEET:

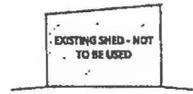
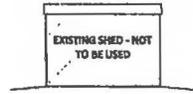
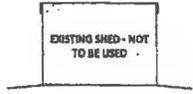
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SHEET OF SHEETS

CCUP22-0001

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KEYNOTES

ITEM KEYNOTE DESCRIPTION

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PROJECT: 20201009

NEW CULTIVATION PROJECT FOR:

TITLE:
SHEET:
DATE:
BY:
CHECKED BY:



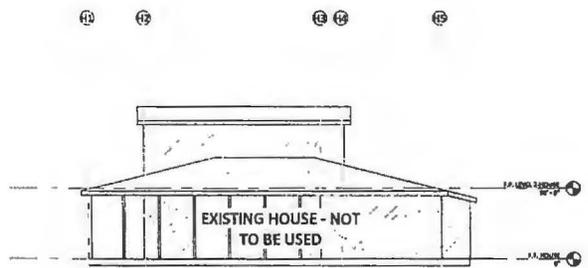
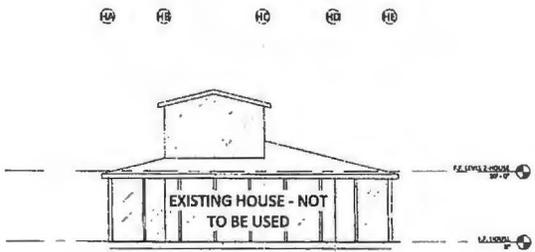
SHEET:
A6.21
OF

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EXT ELEV - EXISTING SHED - NORTH SCALE 1/8" = 1'-0" 15

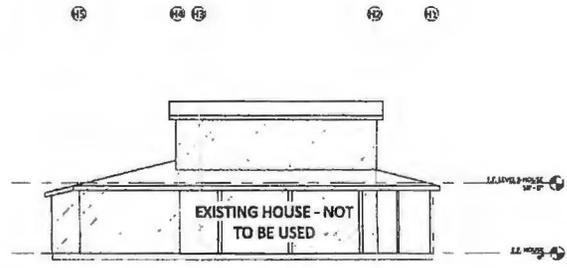
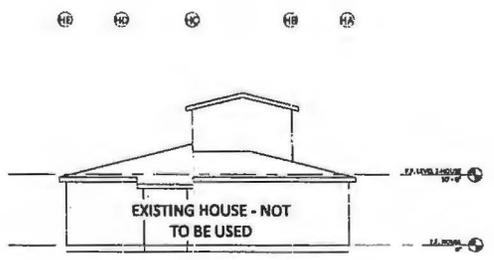
EXT ELEV - EXISTING SHED - WEST SCALE 1/8" = 1'-0" 10

EXT ELEV - EXISTING SHED - SOUTH SCALE 1/8" = 1'-0" 5



EXT ELEVATION - HOUSE - NE SCALE 1/8" = 1'-0" 13

EXT ELEVATION - HOUSE - NW SCALE 1/8" = 1'-0" 3



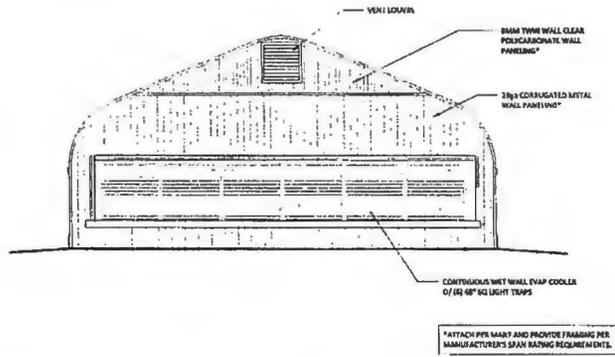
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EXT ELEVATION - HOUSE - SE SCALE 1/8" = 1'-0" 1

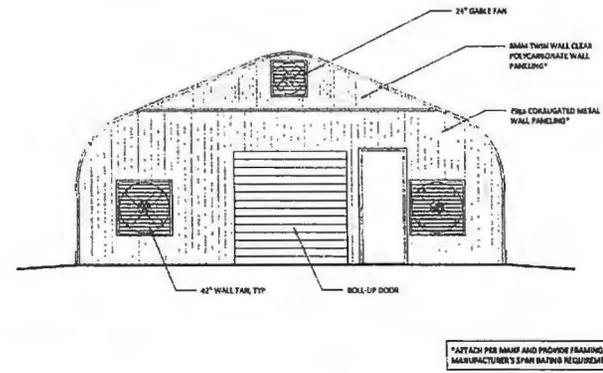
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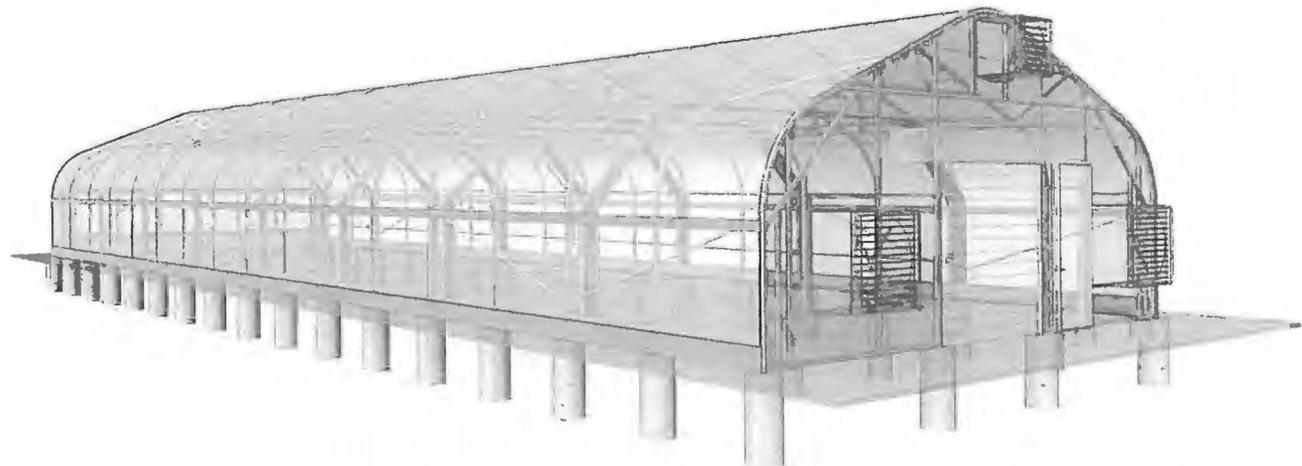
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EXTERIOR ELEVATION - REAR SCALE 1/4\"/>



EXTERIOR ELEVATION - ENTRY SCALE 1/4\"/>



PERSPECTIVE SCALE 1

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PROJECT: 20201009

CLIENT:
BINH LY
415.478.4839
BINHLY@GMAIL.COM

NEW 30' x 96' LIGHT DEP GREENHOUSE FOR:
BINH LY
8260 FAIRPLAY ROAD
SOMERSET, CA 95684

TITLE:
PROJECT MANUAL
DESIGN:
Project Lead
Project Manager
Architectural Designer
Structural Engineer
Interior Designer

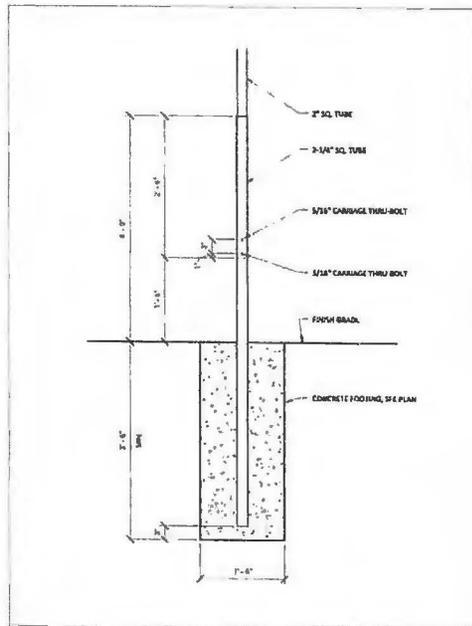
DESIGN REVIEW DRAWING
NOT FOR CONSTRUCTION

SHEET:
GH1.1
SHEET 01 OF 01

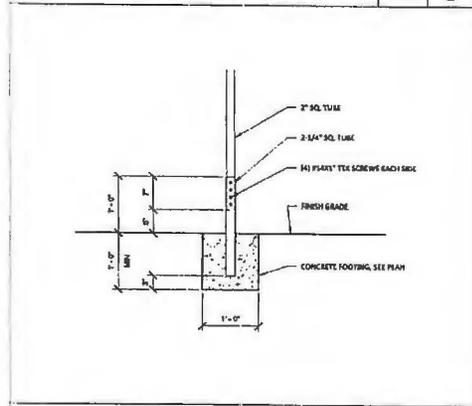
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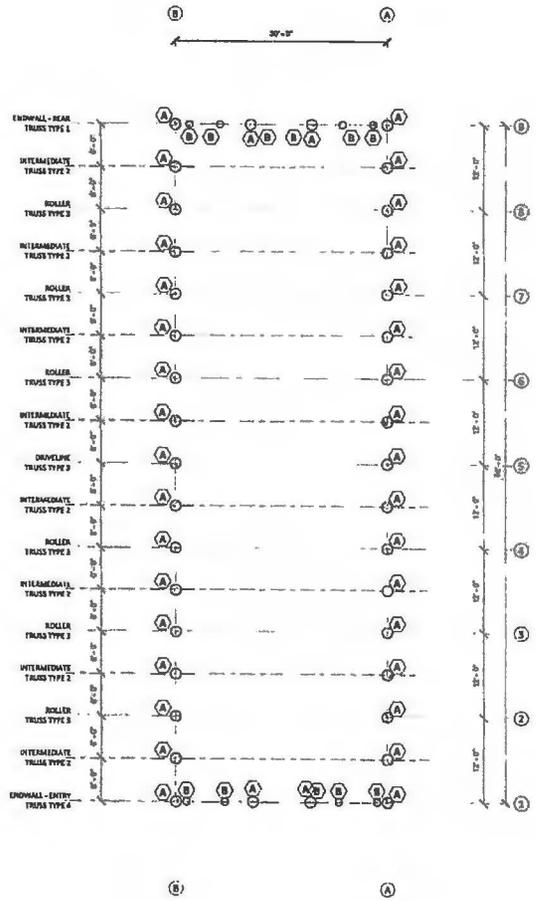
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CONCRETE FOOTING A SCALE 1" = 1'-0" 3



CONCRETE FOOTING B SCALE 1" = 1'-0" 2



(B) = CONCRETE FOOTING TYPE - SEE DETAILS 2,1/52,01

FOUNDATION PLAN SCALE 1/8" = 1'-0" 1

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PROJECT: 20201009

CLIENT:
BINH LY
415.333.8833
bly@graphia.com

NEW 30' x 96' LIGHT DEP GREENHOUSE FOR:
BINH LY
8260 FAIRPLAY ROAD
SOMERSET, CA 95684

TITLE:
FOUNDATION PLAN
ISSUES:
ISSUED: 03/10/22
REVISIONS:
DATE: 03/10/22
BY: [Signature]
CHECKED: [Signature]
DATE: 03/10/22
BY: [Signature]

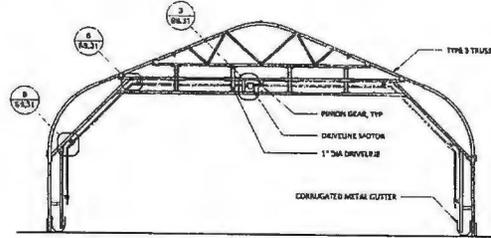
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GH2.1
DATE: 03/10/22 OF SHEETS

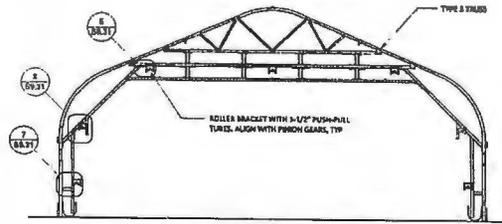
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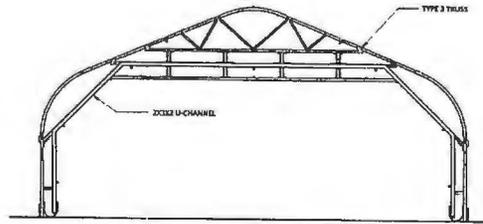
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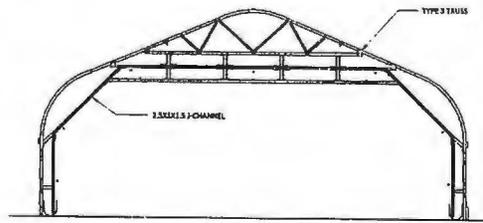
SECTION @ LIGHT DEP DRIVELINE SCALE 1/4" = 1'-0" 5



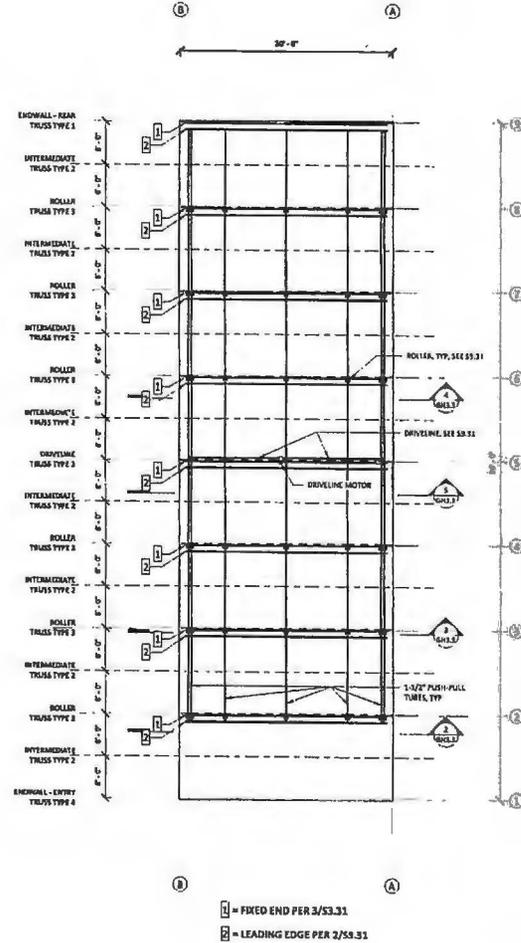
SECTION @ LIGHT DEP ROLLERS SCALE 1/4" = 1'-0" 4



SECTION @ LIGHT DEP FIXED END SCALE 1/4" = 1'-0" 3



SECTION @ LIGHT DEP LEADING EDGE SCALE 1/4" = 1'-0" 2



LIGHT DEPRIVATION PLAN SCALE 1/8" = 1'-0" 1

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PROJECT: 20201009

CLIENT:
BINH LY
1400 14TH AVE
MANTOLONGUE, CA

NEW 30' x 96' LIGHT DEP GREENHOUSE FOR:
BINH LY
8260 FAIRPLAY ROAD
SOMERSET, CA 95684

TITLE:
LIGHT DEPRIVATION PLAN

ISSUES:
- 01/10/22: Initial Design
- 02/10/22: Design Review
- 03/10/22: Final Design
- 04/10/22: Construction

DESIGN REVIEW DRAWING

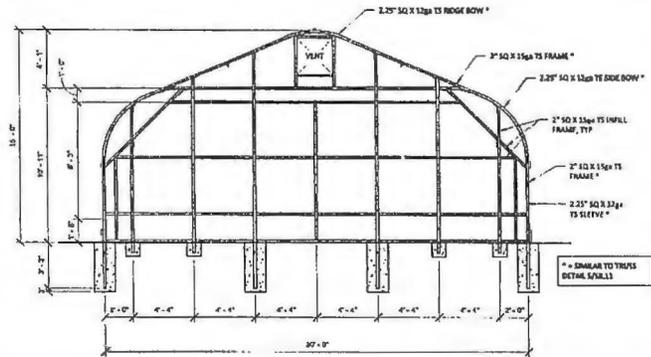
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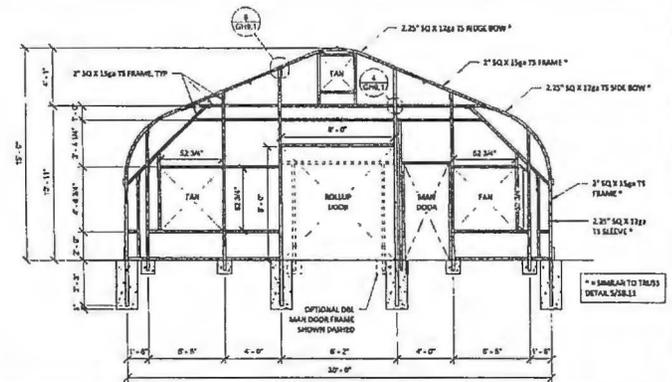
SHEET:
GH3.3
SHEET: 01 OF 04 SHEETS

CCUP22-0001

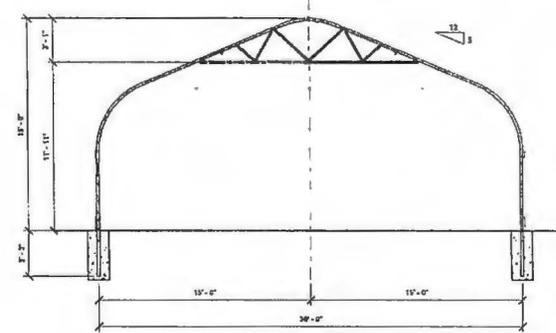
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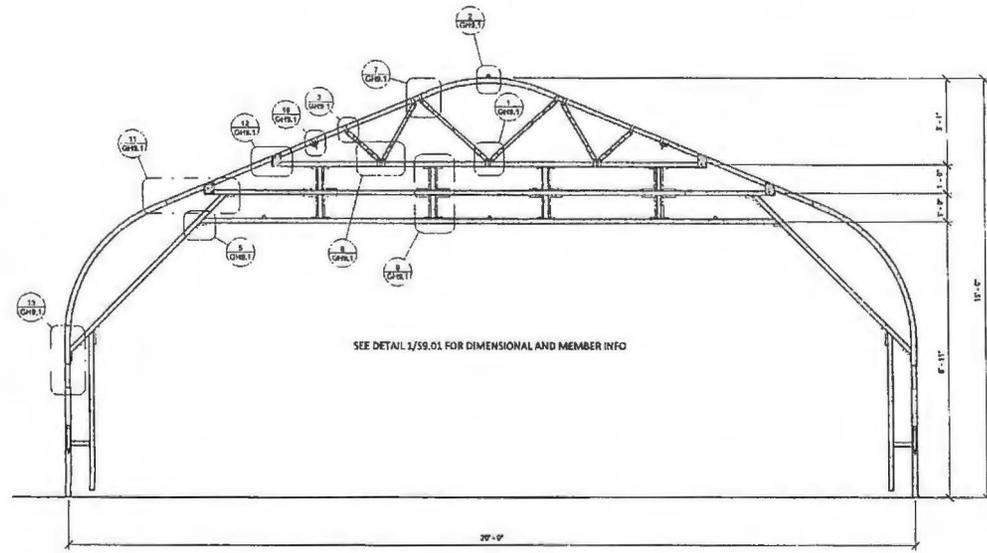
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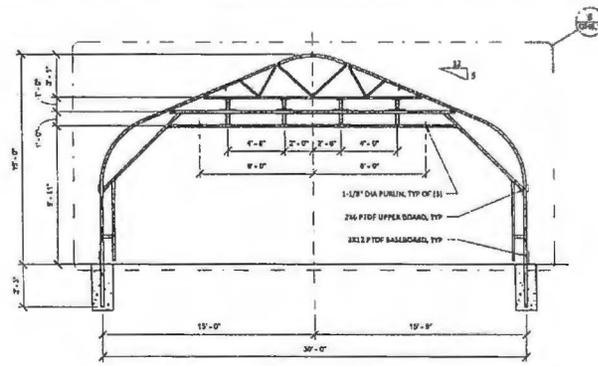
TYPE 4 - ENDWALL TRUSS - ENTRY SCALE 1/4" = 1'-0" 3



TYPE 2 - INTERMEDIATE TRUSS SCALE 1/4" = 1'-0" 2



DETAIL - TRUSS SCALE 1/2" = 1'-0" 5



TYPE 3 - EQUIPMENT TRUSS SCALE 1/4" = 1'-0" 1

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PROJECT: 2021009
 CLIENT:
 BINH LY
 412 COLLEGE
 SAN JOSE, CA 95128

NEW 30' x 96' LIGHT DEP GREENHOUSE FOR:
BINH LY
 8260 FAIRPLAY ROAD
 SOMERSET, CA 95684

TITLE: GH8.1
 ISSUES:
 1. 1/27/22
 2. 2/1/22
 3. 2/1/22
 4. 2/1/22
 5. 2/1/22
 6. 2/1/22
 7. 2/1/22
 8. 2/1/22
 9. 2/1/22
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 12. 2/1/22
 13. 2/1/22
 14. 2/1/22
 15. 2/1/22
 16. 2/1/22
 17. 2/1/22
 18. 2/1/22
 19. 2/1/22

DESIGN REVIEW DRAWING

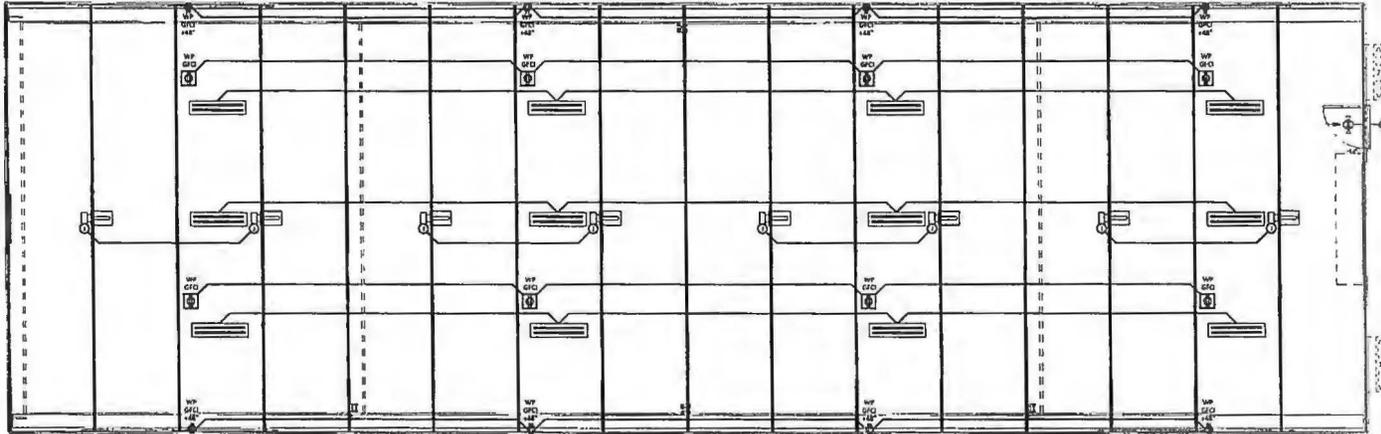
 BINH LY
 PROFESSIONAL ENGINEER
 STATE OF CALIFORNIA
 LICENSE NO. 69874
 EXPIRES 12/31/24

SHEET:
GH8.1
 SHEET 01 OF 01

CCUP22-0001

2022 APR 10 AM 10:15

PLANNING DEPARTMENT



MECHANICAL, ELECTRICAL & PLUMBING PLAN SCALE: 1/8" = 1'-0" 2

SCHEDULE: PANEL-A

GREENHOUSE LIGHT FIXTURE SCHEDULE

| CIRCUIT NO. | CIRCUIT BREAKER | | WIRE AMP | DESCRIPTION | VOLT AMPS | | | | DESCRIPTION | WIRE AMP | CIRCUIT BREAKER | | CIRCUIT NO. |
|-----------------------|-----------------|------|----------|------------------|-----------|-------|-------|-------|-------------|-------------------------|-----------------|------|-------------|
| | AMP | POLE | | | LOAD | PH. A | PH. B | PH. C | | | LOAD | POLE | |
| 1 | 20 | 1 | 12 | GFCI RECEPTACLES | 220 | 949 | | | 270 | 3 | 20 | 1 | |
| 3 | 20 | 1 | 12 | GFCI RECEPTACLES | 220 | 953 | | | 270 | 3 | 20 | 4 | |
| 5 | 20 | 1 | 12 | WALL RECEPTACLES | 220 | 949 | | | 270 | 3 | 20 | 5 | |
| 7 | 20 | 1 | 12 | WALL RECEPTACLES | 220 | 953 | | | 3000 | 12 | 20 | 6 | |
| 9 | 20 | 1 | 12 | WALL RECEPTACLES | 220 | 949 | | | 3000 | 12 | 20 | 8 | |
| 11 | 20 | 2 | 12 | GROW LIGHTS | 1000 | 2,000 | 2,000 | 1000 | | 12 | 20 | 9 | |
| 13 | 20 | 2 | 12 | GROW LIGHTS | 1000 | 2,000 | 2,000 | 1000 | | 12 | 20 | 10 | |
| 15 | 20 | 2 | 12 | GROW LIGHTS | 1000 | 2,000 | 2,000 | 1000 | | 12 | 20 | 11 | |
| 17 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 12 | |
| 19 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 13 | |
| 21 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 14 | |
| 23 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 15 | |
| 25 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 16 | |
| 27 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 17 | |
| 29 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 18 | |
| 31 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 19 | |
| 33 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 20 | |
| 35 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 21 | |
| 37 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 22 | |
| 39 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 23 | |
| 41 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 24 | |
| TOTAL CONNECTED LOAD: | | | | | 4,449 | 2,995 | 2,995 | | | TOTAL VOLT AMPS / PHASE | | | |
| BUS A = | | | | | 4,449 VA | | | | | 40 AMPS | | | |
| BUS B = | | | | | 2,995 VA | | | | | | | | |
| BUS C = | | | | | 2,995 VA | | | | | | | | |

| ID | SYMBOL | MOUNTING | TYPE | MANF. | CATALOG NUMBER | LAMP | TEMP. | LUMENS | VOLTS | COUNT | WATTS | SUB-TOTAL | REMARKS |
|------------------------|--------|---------------------------|--|--------|---|------|-------|--------|-------|-------|-------------|-----------------------------|--|
| A | | EXTERIOR WALL SURFACE | RECESS | | | LED | 3000K | 1700 | 120V | 1 | 13.0 | 13.0 | |
| B | | INTERIOR WALL SURFACE | 4" VANDERPOOF | ELTON | 4V23 | LED | 4000K | 4000 | 120 | 12 | 36.0 | 36.0 | |
| C | | INTERIOR WALL SURFACE | EMERGENCY EXIT SIGN & LIGHT WITH BATTERY BACK-UP | CAZE | EJCL28W | LED | | 120V | 3 | 1.0 | 3.0 | 3.0 | MEETS UL924, NFPA 101 LIFE SAFETY CODE, IBC, OSHA CODES. |
| D | | HANGING FIXTURE SUSPENDED | FITZNER 8 VEG LIGHT | SAVITA | PHD 3000 80 50 500 PART NUMBER 18.65.18.47.30 | 1FD | | 1000 | 120 | 8 | 100.0 | 100.0 | MEETS UL924, NFPA 101 LIFE SAFETY CODE, IBC, OSHA CODES. |
| TOTAL 1467.0 WATT AREA | | | | | | | | | | | TOTAL WATTS | TOTAL WATTS PER SQUARE FOOT | |
| 3,760 SF | | | | | | | | | | | 8776 WATTS | 2.33 WATTS | |

ALL LIGHTS USED FOR THE CULTIVATION OF BANANAS SHALL BE SHIELDED AND DOWNCAST OR OTHERWISE POSITIONED IN A MANNER THAT WILL NOT SHINE LIGHT OR ALLOW LIGHT OLARS TO EXCEED THE BOUNDARIES OF THE PREMISES UPON WHICH THEY ARE PLACED. SECTION 5.6.8 (1)

GRAPHIA
ARCHITECTURE
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LINCOLN, CA 95649
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EAG@GRAPHIA.COM
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PROJECT: 20201009

CLIENT:
BINH LY
616.222.6609
binhly2020@gmail.com

NEW 30' x 96' LIGHT DEP GREENHOUSE FOR:
BINH LY
8260 FAIRPLAY ROAD
SOMERSET, CA 95684

TITLE:
Issued

DESIGN REVIEW DRAWING

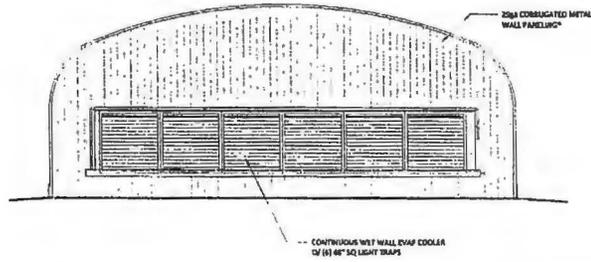
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SHEET:
GH-E1
1/27/22

CCUP22-0001

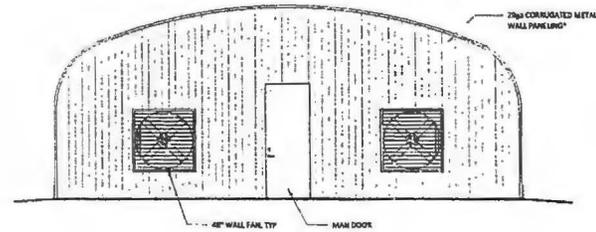
2022 JUN 10 AM 10:15

PLANNING DEPARTMENT



*ATTACH PER MANUF AND PROVIDE FRAMING PER MANUFACTURER'S SPAN RATING REQUIREMENTS.

EXTERIOR ELEVATION - REAR SCALE 1/4" = 1'-0" 3



*ATTACH PER MANUF AND PROVIDE FRAMING PER MANUFACTURER'S SPAN RATING REQUIREMENTS.

EXTERIOR ELEVATION - ENTRY SCALE 1/4" = 1'-0" 2



PERSPECTIVE SCALE 1

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PROJECT: 20201009

CLIENT:
BINH LY
110 1075 1415
MILPITAS, CA 95035

NEW 32' x 98' HOOP HOUSE FOR:
BINH LY
8260 FAIRPLAY ROAD
SOMERSET, CA 95684

TITLE: PROJECT SHEET
ISSUES:
1. Initial Design
2. Final Design
3. Construction Documents
4. Final Design
5. Construction Documents

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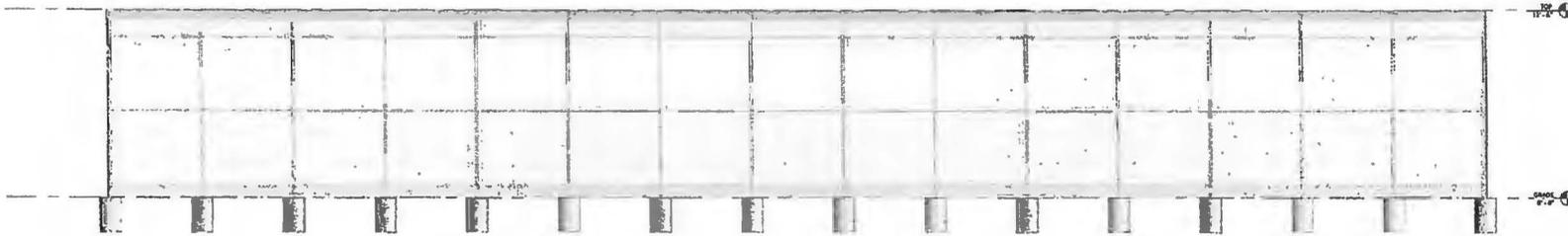
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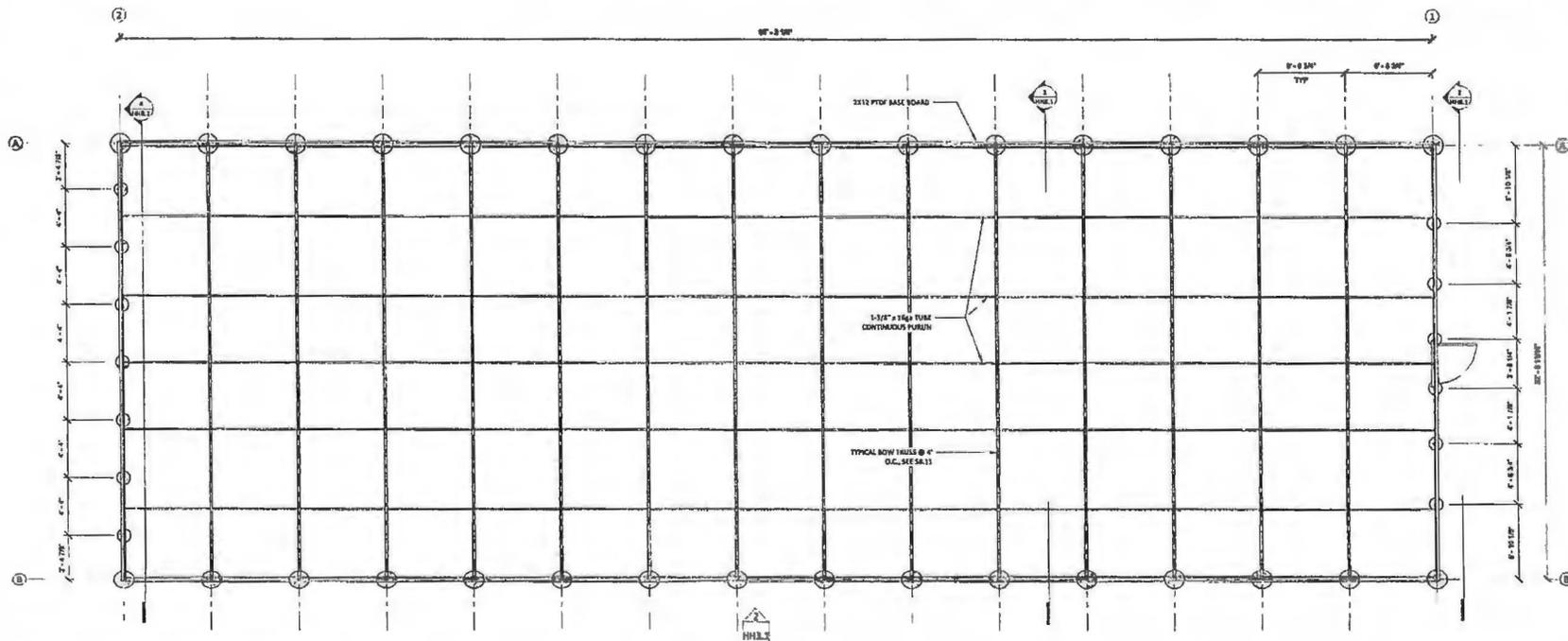
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②

①



FRAMING ELEVATION - SIDE SCALE 1/8" = 1'-0" 2



FLOOR PLAN SCALE 1/8" = 1'-0" 1

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PROJECT: 20201009

CLIENT:
BINH LY

444.243.4438
BINHLY@GMAIL.COM

NEW 32' x 98' HOOP HOUSE FOR:
BINH LY

8260 FAIRPLAY ROAD
SOMERSET, CA 95684

TITLE:
PLAN & ELEVATIONS

ISSUES:
Project Name: HOOP HOUSE
Project No: 20201009
Revision No: 01
Revision Date: 03/10/22

3/10/22

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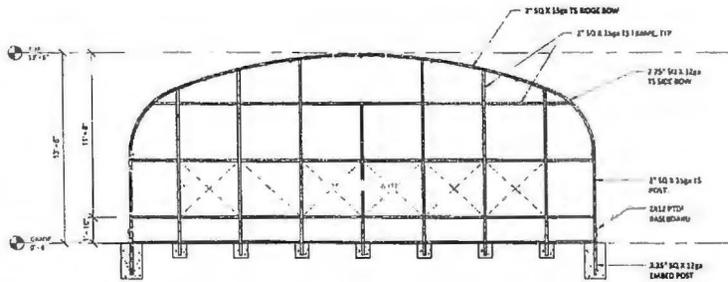
SHEET:

HH3.1
SHEET 01 OF 01

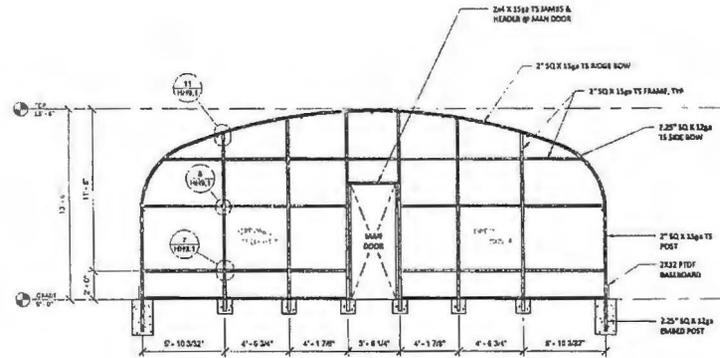
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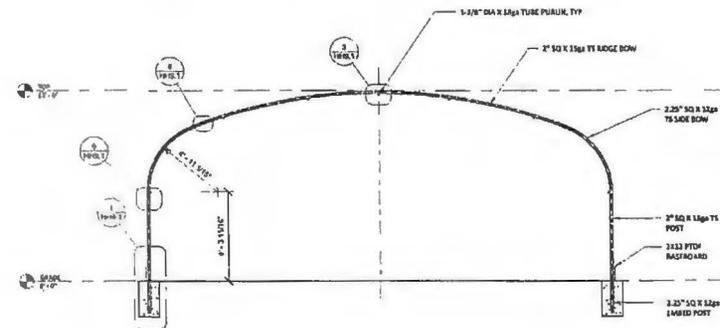
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ENDWALL FRAMING - REAR SCALE 1/8" = 1'-0" 4



ENDWALL FRAMING - ENTRY OUTER SCALE 1/8" = 1'-0" 2



TYPICAL BOW TRUSS SCALE 1/4" = 1'-0" 1

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PROJECT: 20201009

CLIENT:
BINH LY
442-472-0409
BINHLY@BINHLY.COM

NEW 32' x 98' HOOP HOUSE FOR:
BINH LY
8260 FAIRPLAY ROAD
SOMERSET, CA 95684

TITLE:
SECTION
ISSUED:
Project Name:
Project Number:
Revision Number:
Revision Date:

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1 OF 1 SHEETS

CCUP22-0001

ATTACHMENT 13

Facility and Site Description:

The subject property is a 60.57-acre parcel on the South side of El Dorado County, and is located at 8260 Fairplay Road, in the city of Somerset, California, 95684. The Assessor's Parcel Number is 094-090-010. The property is on the West side of Fairplay Road, North of Liberty Lane.

The property contains existing accessory structures such as a barn, shed and workshop. The project area is rural and mostly open with rolling foothills containing pasture grasses, scattered trees and a pond. The site is surrounded by rural residential and agricultural uses, and the entire area is zoned Agricultural.

The parcel gains access from the West side of Fairplay Road with a gravel driveway (to be widened) and an agricultural gate, that allows onsite traffic to access the center portion of the lot. The projected area would be located to the southwest of the access road. Water for irrigation and domestic uses on site are from an existing well and will feed 5 new 5,000-gallon water tanks. Wastewater treatment is to be provided by a future on-site septic system. The project will utilize portable restrooms until that future phase. Power is existing to the site with overhead power lines through the property and will contain a new backup generator (fed by a new propane tank).

The proposed cultivation operation will consist of 50,000 square feet of mature outdoor canopy separated into five small licenses of 10,000 square feet to satisfy license requirements. Each 10,000 square foot increment will have an additional 700 square foot immature canopy within two mixed-light 30'x96' auto-darkening (blackout) greenhouses for the early stage of plant growth (immature canopy). The outdoor garden will consist of plants grown in plastic pots or fabric bags using a "pressure compensating" drip irrigation system. There will also be 9,990 square feet of mature mixed-light canopy as a single state mixed-light license within six new 32'x 98' hoop houses. There will be an additional 700 square foot immature canopy located in one of the two 30'x 96' greenhouses. As a future phase there will be an additional four 30'x 96' greenhouses of mixed-light cultivation. All hoop houses and greenhouses will be placed on a level graded pads, spaced at least 10' apart to comply with local building codes. The entire cultivation premises are to be fenced with security fencing and two ingress/egress gates and surrounded by a new 20' fire road.

All soil deliveries will be staged in a designated storage area, tarped and surrounded by straw rolls to prevent any erosion until time of use. Existing structures that will be utilized for this operation include the 40'x 20' workshop (new processing building with Trim, Packaging, Harvest Storage, and Cultivation Office). A new 20'x 50' dry/cure building and a new 16'x 40' equipment and chemical storage building will also be utilized. There will be security fenced areas for cannabis composting and cannabis waste storage (located on the south side of the new fire road).

Grow Room Layout

Each greenhouse will be controlled by heating, cooling, humidifier and CO2 burners. All the plants will be planted on rolling benches so that all waste-water will drain down from bench and be collected by the holding tanks.

Strains

We will order all clones from an approved and permitted nursery farm. When they are first planted, they will be in a 5 gallon pot for approximately 2 months in our vegetative room for supplement lighting. Thereafter, the plants will be transported to our flowering room. The plants will be in the flowering room for approximately 8 to 12 weeks depending on the type of strain.

When the plants are matured, we will have our trim team come in to trim the top flower of the plant. Once the plants are trimmed, they will be separated into small stems for hanging. Our drying room will have a cooling system to keep the temperature around 70 degrees. Cool drying will get the best results for our flower. Drying usually takes approximately 12-14 days. Once the plants are dried, we will start trimming them and we will cure them in covered bins, opening them every 2 hours to make sure the remaining moisture from inside the flower dries out.

Once the flower is completely dry we will vacuum-seal it for storage.

Distribution of Sales

We will grow and sell smokable flower and distribute it if granted a distribution license.

ATTACHMENT 13R

The cultivation area of the premises will be secured by a six to seven foot high, chain-link, wildlife exclusionary fence, with locked gates built in compliance with building and zoning codes.

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ATTACHMENT 13S

An experienced, licensed, and reputable cannabis waste company will be hired to transport and properly dispose of on-site cannabis waste.

11/14/2022 10:00 AM
11/14/2022 10:00 AM

ATTACHMENT 13T

Electrical power for the operation will be provided by on-grid power with a 100% renewable source, on-site zero net-energy source, or with the purchase of carbon off-sets of any portion of power not from renewable sources.

2022
10/10/2022
10/10/2022

FORM A

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Identifying Information (Required for ALL Applicants)

| | | | |
|---|---|--------------|-------|
| a. APPLICANT NAME (PRINT) | (Note: Applicant must be one of the owners, directors or board members listed below who is authorized to act on behalf of the business. Please attach a completed Applicant / Owner Certification Form; see supplemental documents) | | |
| Binh Ly, Owner of BH&2K, LLC | | | |
| b. AGENT NAME (PRINT) supplemental documents) | (Note: Submit an "Owner-Agent" authorization if applicable; see supplemental documents) | | |
| Julie He | | | |
| c. MAILING ADDRESS (Street number and name, city, state, zip code) | | | |
| 6011 Rose Arbor Blvd San Pablo, CA 94806 | | | |
| d. PHONE NUMBER(S) Primary: | | Alternate: | |
| 415-423-4659 | | 916-230-6060 | |
| e. E-MAIL(S) Primary: | | Alternate | |
| BHL1228@YAHOO.COM | | | |
| f. TYPE OF OWNERSHIP (Check one) | | | |
| <input type="checkbox"/> Sole Owner <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership (LP) <input checked="" type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Corporation <input type="checkbox"/> Other (Specify) _____ | | | |
| If the applicant is other than a natural person (including general partnerships of more than one individual natural person), the applicant must provide documentation regarding the nature of the entity and the names of the individual natural persons who manage, own or control the entity. The most common entities are corporations, limited liability companies (LLCs), limited partnerships (LPs), or trusts. These entities can be multi-layered and/or interlocking, e.g. a corporation can be owned by another corporation. If that is the case, documents for those other related entities are needed until the individual natural persons who manage, own or control the entities can be identified. | | | |
| g. LIST ALL OFFICERS, DIRECTORS, GENERAL PARTNERS (if LLP) AND MANAGERS (if LLC), AND THEIR TITLES (attach additional sheets if necessary) | | | |
| Printed Name | Title | Printed Name | Title |
| Binh Ly | President/Owner | | |
| Printed Name | Title | Printed Name | Title |
| | | | |
| Printed Name | Title | Printed Name | Title |
| | | | |
| Printed Name | Title | Printed Name | Title |
| | | | |

| | | | |
|--------------|-------|--------------|-------|
| Printed Name | Title | Printed Name | Title |
| | | | |
| Printed Name | Title | Printed Name | Title |
| | | | |

LIST ALL STOCKHOLDERS, LIMITED PARTNERS, LLC MEMBERS OR THOSE WITH A FINANCIAL INTEREST IN THE BUSINESS OF THE APPLICANT, AND THEIR PERCENTAGE OF OWNERSHIP. MUST TOTAL 100%

(Attach additional sheets if necessary)

| | | | |
|----------------------------------|-------|--------------|---|
| Printed Name Binh Ly | 100 % | Printed Name | % |
| Printed Name | % | Printed Name | % |
| Printed Name | % | Printed Name | % |
| Printed Name | % | Printed Name | % |
| Printed Name | % | Printed Name | % |
| TOTAL OF ALL PERCENTAGES: | % | | |

| | |
|--|--|
| a. Federal Tax Identification Number for this business <u>85-2552732</u> | <input type="checkbox"/> NONE |
| b. State Tax Identification Number _____ | <input checked="" type="checkbox"/> NONE |
| c. Board of Equalization Tax Identification Number for this business _____ | <input checked="" type="checkbox"/> NONE |

7922
CALIFORNIA
DEPARTMENT OF CONSUMER AFFAIRS
BUREAU OF CANNABIS CONTROL

BCC-LIC-017 (New 10/18)
California Department of Consumer Affairs
Bureau of Cannabis Control
www.bcc.ca.gov

State of California
Gavin Newsom, Governor

Non-Laboratory Quality Control Procedures

Please provide a detailed response to the items below. If more space is needed additional pages may be added. Microbusinesses must complete this form for each commercial cannabis activity they intend to engage in.

Business Name and Application Type:

BH & 2K LLC

Primary Contact Name, Email, and Phone Number:

Binh Ly, bhl1228@yahoo.com (415) 423-4659

1. Describe the applicant's procedures for packaging and labeling.

- a. Procedures for verifying labeling contents for cannabis goods batches, when transferring between licensees and storage. Include how the applicant verifies the name, license number of manufacturer or cultivator, date of entry into storage area, unique identifiers and batch number, description of cannabis goods, weight and/or quantity of units in batch, and expiration or sell-by date (if applicable).

Each label will be verified and recorded on paper by the manager and retained by the company. The manager is responsible for the accuracy of all QAR data.

- b. Procedures for verifying labeling contents for cannabis goods for retail sale including final form of verification, primary panel labeling, and informational panel labeling.

The distributor will provide a checklist for its staff conducting the QAR that clearly shows the correct way to label cannabis goods. Staff will ensure that the primary label contains the information required by 17 CR 40405, 40406, and related sections.

- c. Procedures for verifying labeling contents for cannabis goods for retail sale including net weight (if applicable), identification of the source and date of cultivation, type of cannabis, date of packaging, county of origin (if applicable), allergen warning (if applicable), and unique identifier.

Ensure the primary panel must include:

- A product identifier. This is a general name or description that identifies the item, such as "Cannabis Flower" or "Cannabis Pre-roll" (or something similar).
- Net weight. The weight of the product is provided in both metric and U.S. customary units—e.g. "Net. Wt. 2.5 oz. (70.9 g)."
- California's universal symbol. The following symbol is prominently featured on every label. It must be at least 0.5" x 0.5" and printed in black.

The information panel must include:

- UID number. This is the tracking number issued through California's Track-and-Trace system. Refer to your Track-and-Trace login.
 - Licensee information. The licensee may be the cultivator or the business in charge of packaging the product. Every package must include:
 - The licensee's name as listed on the license certificate (either a legal business name or registered DBA)
 - The licensee's phone number or website
 - Date of packaging. This is not the harvest date but rather the date in which the product was packaged for retail sale. You must provide the month, day, and year.
- Government warning statement. All cannabis labels must include the following government warning in bold, capital letters:

CCUP22-0001

d. Procedures for verifying government warning label requirements.

VERIFY IT SAYS:

GOVERNMENT WARNING: THIS PACKAGE CONTAINS CANNABIS, A SCHEDULE I CONTROLLED SUBSTANCE. KEEP OUT OF REACH OF CHILDREN AND ANIMALS. CANNABIS MAY ONLY BE POSSESSED OR CONSUMED BY PERSONS 21 YEARS OF AGE OR OLDER UNLESS THE PERSON IS A QUALIFIED PATIENT. CANNABIS USE WHILE PREGNANT OR BREASTFEEDING MAY BE HARMFUL. CONSUMPTION OF CANNABIS IMPAIRS YOUR ABILITY TO DRIVE AND OPERATE MACHINERY. PLEASE USE EXTREME CAUTION.

e. Procedures for verifying cannabis products required to have "For Medical Use" labeling, if applicable.

N/A

f. Procedures for verifying packaging requirements including tamper-evident, child-resistant, and resealable child-resistant exit packaging, if applicable.

N/A

2. Describe how the applicant will avoid and/or limit deterioration and contamination of any cannabis goods, including, but not limited to: pest control, environmental controls, maintenance and cleaning services.

We will be storing in temperature controlled location and have employees visually walk the premises and check the cannabis goods during their shift. We will have daily cleaning services and maintenance.

3. Describe the applicant's procedures for handling returns.

If a licensee discovers that a manufactured cannabis good that was purchased from another licensee is defective, the purchasing licensee may return the manufactured cannabis good to the selling licensee only in exchange for a non-defective version of the same type of manufactured cannabis good or in exchange for a manufactured cannabis good of equal value. This will all be recorded on an return/exchange invoice and CCTT.

4. If applying for a distributor license, provide the following information.

a. Storage procedures, which include:

i. Whether the applicant is providing storage-only services to other licensees, and if so, which licensees and license types.

Distributor Type 11 and 13

ii. Identify all limited-access areas on the premises, and storage areas of cannabis goods in limited-access areas.

The main house will be identify as the limited-access area on the premises for storage area of cannabis goods.

iii. Procedures for storage and separation of cannabis goods batches for testing.

We shall ensure that all cannabis goods batches are stored separately and distinctly from other cannabis goods batches on the premises.

This is sorted by company's name

b. Labeling and packaging procedures, which include:

i. When labeling and packaging will occur.

We shall ensure a label with the following information is physically attached to each container of each batch:

- (1) The name, license number, and licensed premises address of the licensed manufacturer or licensed cultivator who provided the batch;
- (2) The date of entry into the licensed distributor's storage area;
- (3) The unique identifiers and batch number associated with the batch;
- (4) A description of the cannabis goods with enough detail to easily identify the batch;
- (5) The weight of or quantity of units in the batch; and
- (6) The best-by, sell-by, or expiration date of the batch, if any

ii. Area of premises where labeling and packaging will occur.
The area where the labeling and packaging will occur is the main house.

c. Sampling procedures, which include:

i. Provide the timeframe for making testing arrangements after taking physical possession of cannabis goods batches.

After taking physical possession of a cannabis goods batch, we shall contact a licensed testing laboratory and arrange for a laboratory employee to come to the our premises to select a representative sample for laboratory testing within 3 days.

ii. Provide the sampling procedures for ensuring correct batch size, incremental sampling, and how the distributor will ensure that the distributor employee has no contact with cannabis goods or sampling equipment.

We will ensure that the batch size from which the sample is taken meets the requirements of this division.

(b) A licensed distributor or an employee of the licensed distributor shall be physically present to observe the laboratory employee obtain the sample of cannabis goods for testing and shall ensure that the increments are taken from throughout the batch.

(c) The sampling shall be video recorded with the batch number stated verbally or in writing on the video at the beginning of the video and a visible time and date indication on the video recording footage. The video recordings shall be maintained for 90 calendar days by the licensed distributor.

(d) After the sample has been selected, both the licensed distributor and the laboratory employee shall sign and date the chain of custody form pursuant to section 5706 of this division, attesting to the sample selection having occurred.

(e) A licensed distributor shall not assist the laboratory employee nor touch the cannabis goods or the sampling equipment while the laboratory employee is obtaining the sample.

iii. Provide procedures for video recording sampling of cannabis goods batches.

The sampling shall be video recorded with the batch number stated verbally or in writing on the video at the beginning of the video and a visible time and date indication on the video recording footage. The video recordings shall be maintained for 90 calendar days by the licensed distributor.

iv. Provide chain of custody procedures for cannabis goods batches.

It will be taken by the lab employees and employee of our company put in a transport bag, sealed, and stamped by both parties. A hard copy of the document will be given to the both parties.

d. Testing results procedures, which include:

i. Procedures for a failed sample, including remediation and/or cannabis waste procedures.

If a failed batch may be remediated pursuant to section 5727 of this division, a licensed distributor may transport or arrange for the transportation of the batch to a licensed manufacturer for remediation in accordance with the following:

Bureau of Cannabis Control Order of Adoption - 51 of 138

(1) The licensed distributor shall ensure that a corrective action plan is submitted by a licensed manufacture to the state departement of health and shall destroy a batch that failed laboratory testing and cannot be remediated pursuant to section 5727 of this division within 30 calendar days of issuance of the certificate of analysis for regulatory compliance testing by the licensed testing laboratory

ii. Procedures for a passed sample.

When a batch from a manufactured or harvest batch passes, the cannabis goods may be transported to one or more licensed retailers, licensed distributors, or licensed microbusinesses. A printed copy of the certificate of analysis for regulatory compliance testing shall accompany the batch and be provided to the licensee receiving the cannabis goods.

iii. Track and Trace procedures following testing.

Shall report the results in the system.

Shall reconcile the physical inventory of cannabis goods at the licensed premises with the records in the track and trace database at least once every 30 calendar days.

iv. Certificate of Analysis review procedures.

A printed copy of the certificate of analysis for regulatory compliance testing shall accompany the batch and be provided to the licensee receiving the cannabis goods. When a licensed distributor receives a certificate of analysis for regulatory compliance testing from the licensed testing laboratory or upon transfer from another licensed distributor stating that the batch meets specifications required by law, the licensed distributor shall ensure the following before transporting the cannabis goods, packaged as they will be sold at retail, to one or more licensed retailers or licensed microbusinesses authorized to engage in retail sales

Applicant Signature

Date Signed

5. Describe the training provided to employees regarding inventory procedures.

Binh Ly will hire a consultant that specialized in cannabis training for his employees on handling the inventory procedures.

6. Describe the process for receiving new inventory of cannabis goods.

Every new inventory will be labeled and scanned into the inventory system by lbs and strains.

a. Describe where the cannabis goods are received.

The cannabis goods will be received at the main house which is where the cannabis will be stored.

b. Identify who will receive the cannabis goods, such as a manager or an employee.

The manager will received the cannabis goods.

c. Describe how the cannabis goods are moved to the cannabis storage area.

After harvest, the cannabis will be put in large plastic bins and brought to the main house storage area.

d. Describe what records are produced.
Inventory records, cannabis relocation records.

7. Describe the type of inventory records that are produced and maintained regarding the movement of inventory.

It will be recorded by strains type, weight, date, who moved it, and moved from where to where

8. Describe the process for removing cannabis goods from inventory.

It will be scanned in to the inventory system and a print out movement document will be in file.

a. Describe what happens to the cannabis goods after they are removed from inventory, including any records that are produced.

Delivered to a distribution center

9. Describe the methods used to ensure that the cannabis goods stored are preserved and do not degrade. The cannabis goods will be stored in a temperature controlled rooms to preserve the quality.

10. How often is inventory reconciliation conducted?

This is be conducted daily.

a. Describe the process for inventory reconciliation and the types of records that are produced.

One manager and one employee will reconcillation together. The records would be inventory beginning of the day and inventory at the end of the day. A sales and movement report would be generated to see the sales and movement during the day.

It will have to be confirmed by the manager and employee.

Applicant Signature

DocuSigned by:

2B272122723C400...

Date Signed
12/7/2021

BCC-LIC-015 (New 10/18)
California Department of Consumer Affairs
Bureau of Cannabis Control
www.bcc.ca.gov

State of California
Gavin Newsom, Governor

Transportation Procedures

Please provide a detailed response to the items below. If more space is needed additional pages may be added. Microbusinesses must complete this form for each commercial cannabis activity they intend to engage in.

Business Name and Application Type:
BH & 2K LLC

Primary Contact Name, Email, and Phone Number:
Binh Ly, bhl1228@yahoo.com (415) 423-6459

1. Identify whether the applicant intends to transport cannabis goods, or will be contracting for transportation services.

BH & 2k LLC intendes to transport cannabis goods.

2. If transporting cannabis goods, provide the following information:

a. Whether the applicant intends to transport to all license types, or is limiting transportation to only certain license types.

BH & 2K LLC intends to transport all license types.

b. The geographic regions the applicant will transport to and from, and whether the applicant expects to transport overnight.

The geographic regions the applicant will transport to and from will be the Bay Area and Southern California. BH & 2K LLC does not expects to transport overnight.

c. Vehicle and trailer information, which includes:

i. Number of vehicles to be used.

BH & 2K LLC will have 3 vans to transport

- ii. Type of vehicles or trailers to be used, including make, model, year, and vehicle identification number (VIN).

The type of vehicles that BH & 2K LLC plans to purchase for transporting is Ford E-Transit sprinter van.

- iii. Registration and insurance information for each vehicle being used.

Will provide once purchase

- iv. Whether the applicant has or will be applying for a motor carrier permit, list permit numbers (if applicable).

BH & 2K LLC will be applying for a motor carrier permit.

- d. Driver information, which includes:

- i. All employees that are or will be transporting cannabis goods, either as a driver, or a passenger, including name and age of employee, driver's license information, and list the roles and responsibilities for each employee.

Binh Ly, owner/manager - He will drive from pick up location to delivery location.
There will be other employees that will be drivers, but has not yet hired.

ii. Will any security personnel accompany employees transporting cannabis goods? Specify whether security personnel will be employees or contracted. If contracting for security, provide the name of the company, license number, contact person, and phone number.

No

e. Information regarding the storage of cannabis goods in the vehicle, which includes:

i. A description of how the applicant intends to store cannabis goods in each vehicle or trailer, i.e., what area of the vehicle or trailer will be used for storage.

BH & 2K LLC intends to put the finished products in their packaging boxes and load it in the back of the van where is it secured.

ii. A description of how the applicant intends to secure cannabis goods in each vehicle.

The cannabis goods will be stacked in boxes and placed in the back of the van.

iii. A description of how the applicant will ensure that cannabis goods are not visible or identifiable from outside each vehicle.

The vans does not have windows on the side of the vehicle and the back window will be blacked out. There will be no visibilty from the outside.

f. Information regarding all security measures the applicant will have in place for the transportation of cannabis goods, including, but not limited to:

i. Describe the alarm systems for each vehicle.

Factory standard alarm

ii. Other security measures used during the transporting of cannabis goods.

There will be 2 people in the vehicle for all transporting.

g. Whether the applicant is located within a building or on the same parcel of land as another licensee, for which transportation by motor vehicle is not operationally feasible, and how the applicant will be transporting cannabis goods, if not by motor vehicle.

The applicant is not located within a building or the same parcel of land as another licensee.

3. If contracting for transportation services, provide a list of transportation services used, and a copy of the contract for each, if applicable.

N/A

Applicant Signature

DocuSigned by:



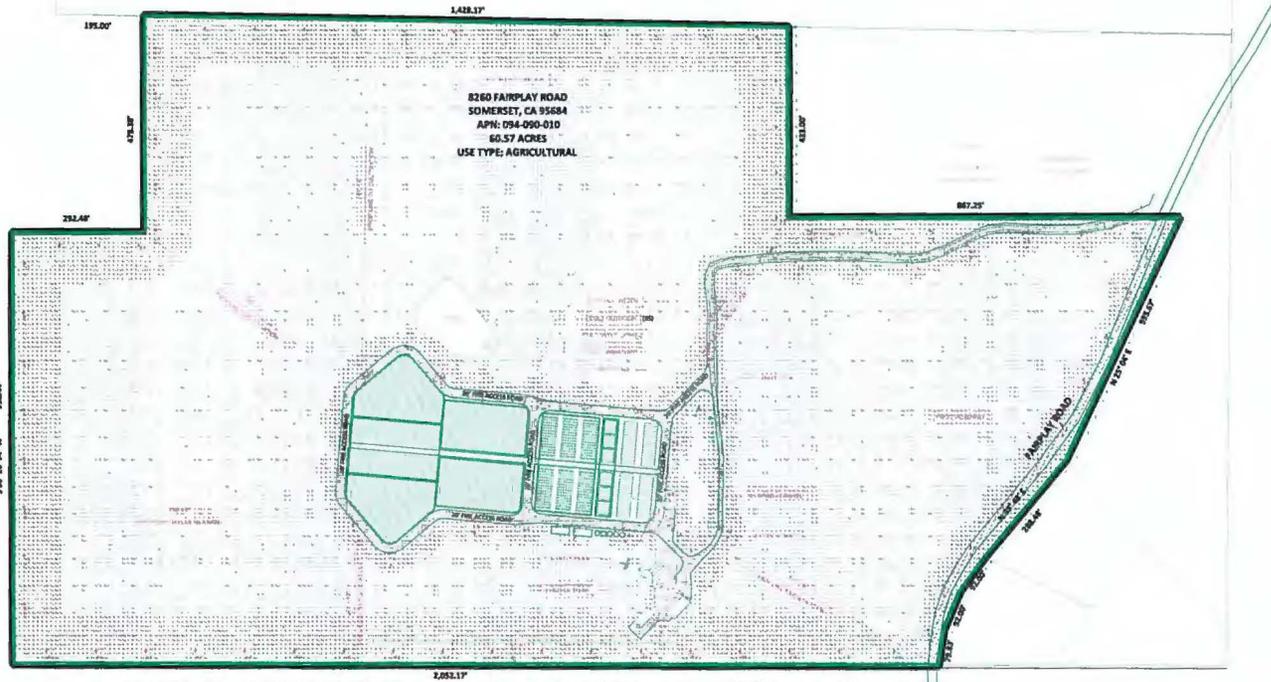
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Date Signed

12/7/2021

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RECEIVED
PLANNING DEPARTMENT



| Luminaire Schedule | | | | | |
|--------------------|-----|-------|-------------|----------------------------------|-------|
| Symbol | Qty | Label | Arrangement | Description | LLF |
| □ | 3 | B | SINGLE | ECF-S-32L-530-NW-G2-3@20' AG | 1.000 |
| → | 49 | C | SINGLE | ECF-S-32L-530-NW-G2-4-HIS@20' AG | 1.000 |
| □ | 2 | D | SINGLE | ECF-S-32L-530-NW-G2-4@20' AG | 1.000 |
| ⊙ | 39 | R | SINGLE | ECF-S-32L-530-NW-G2-2@20' AG | 1.000 |
| → | 8 | S | SINGLE | ECF-S-32L-530-NW-G2-2-HIS@20' AG | 1.000 |

| Calculation Summary | | | | | | | |
|---------------------------------|--------------|-------|------|-----|-----|---------|---------|
| Label | CalcType | Units | Avg | Max | Min | Avg/Min | Max/Min |
| Center North South PL CalcPts | illumination | Fc | 0.00 | 0.0 | 0.0 | N.A. | N.A. |
| EastSide PL CalcPts | illumination | Fc | 0.00 | 0.0 | 0.0 | N.A. | N.A. |
| Fairplay Road | illumination | Fc | 1.40 | 4.3 | 0.3 | 4.67 | 14.33 |
| General Area CalcPts | illumination | Fc | 0.18 | 5.0 | 0.0 | N.A. | N.A. |
| Inner- NorthSide PL CalcPts | illumination | Fc | 0.00 | 0.0 | 0.0 | N.A. | N.A. |
| Internal Roads & Drives CalcPts | illumination | Fc | 1.53 | 4.9 | 0.2 | 7.65 | 24.50 |
| NorthSide PL CalcPts | illumination | Fc | 0.00 | 0.0 | 0.0 | N.A. | N.A. |
| SouthSide PL CalcPts | illumination | Fc | 0.00 | 0.0 | 0.0 | N.A. | N.A. |
| WestSide PL CalcPts | illumination | Fc | 0.00 | 0.0 | 0.0 | N.A. | N.A. |

Based on the information provided, all dimensions and luminaire locations shown represent existing and/or recommended placement and luminaire orientation. The engineer and/or architect must determine applicability of the layout to relevant field conditions.

Actual on-site performance of any manufacturer's luminaires may vary from laboratory test results due to variations in: electrical voltage, tolerance in lamps, and other variable field conditions.

This photometric analysis may be based on les data files that were provided or recommended by the manufacturer or product reseller and thus it is beyond the control of the creator of this report to ensure that the les file(s) utilized in this report represent the actual installed products. Due to this fact, the creator of this report makes no expressed or implied warranty that the results of this report will occur at the project site.

If existing luminaires are included in this report, their illumination characteristics may be based upon an IES data file, customer provided specifications, our best estimations or a combination. Due to this fact, the resulting footcandle accuracy may be compromised.

The footcandle readings on this report depict all of the readings as being on the same vertical plane. If this site contains multiple elevations, please notify Sterling Innovations LLC and request an updated report that includes the additional elevation based photometry.

If this plan is based on an original non-scaled CAD drawing, by virtue of that fact, the scale of the drawing will have been compromised and thus the resulting figures and calculations on this document will also be compromised.



STERLING INNOVATIONS LLC
8950 W. OLYMPIC BLVD, #420
BEVERLY HILLS, CA. 90211

WWW.STERLINGINNOVATIONS.NET

LIGHTING PHOTOMETRY FOR
PROJECT:
Binh Ly
8260 Fairplay Road
Somerset, CA

DWG.NO
S1082421-R1

SCALE
N/A SHEET

SIZE
FSCM NO.

DRAWN BY:
RSB

REVISIONS
REV. DATE BY

NOTES:

CCUP22-0001



Gardco EcoForm Gen-2 combines economy with performance in an LED area luminaire. Capable of delivering up to 27,800 lumens or more in a compact, low profile LED luminaire, EcoForm offers a new level of customer value. EcoForm features an innovative retrofit arm kit, simplifying site conversions to LED by eliminating the need to drill additional holes in most existing poles. Integral control systems available for further energy savings. Includes Service Tag, our innovative way to provide assistance throughout the life of the product.

Project: _____
 Location: _____
 Cat. No: _____
 Type: _____
 Lamps: _____ Qty: _____
 Notes: _____

Ordering guide

example: ECF-S-64L-900-NW-G2-AR-5-120-HIS-MGY

| Prefix | Number of LEDs | Drive Current | LED Color - Generation | Mounting | Distribution | Voltage | Options | | | | | | Finish | |
|------------------------------------|-------------------------------|--|---|---|---|--|---|--|--|---|---|---|--------|--|
| | | | | | | | Dimming controls | Motion sensing lens | Photo-sensing | Electrical | Luminaire | Finish | | |
| ECF-S | | | | | | | | | | | | | | |
| ECF-S EcoForm site and area, small | 32L 32 LEDs (2 modules) | 365 365mA 530 530mA 700 700mA 1A 1050mA 1.2A 1200mA | WW-G2 Warm White 3000K, 70 CRI Generation 2 NW-G2 Neutral White 4000K, 70 CRI Generation 2 CW-G2 Cool White 5000K, 70 CRI Generation 2 | AR Arm Mount (standard) ² The following mounting kits must be ordered separately (See accessories) SF Slip Fitter Mount ³ (fits to 2 3/8" O.D. tenon) WS Wall mount with surface conduit rear entry permitted RAM Retrofit arm mount kit ² | Type 2 2 Type 2 2-90 Rotated left 90° 2-270 Rotated right 270° Type 3 3 Type 3 3-90 Rotated left 90° 3-270 Rotated right 270° Type 4 4 Type 4 4-90 Rotated left 90° 4-270 Rotated right 270° Type 5 5 Type 5 5W Type 5W AFR Auto Front Row AFR-90 Auto Front Row, Rotated left 90° AFR-270 Auto Front Row, Rotated right 270° | 120 120V 208 208V 240 240V 277 277V 347 347V 480 480V UNV 120-277V (50/60Hz) HVV 347-480V (50/60Hz) | DD 0-10V External dimming (by others) ⁴ DCC Dual Circuit Control ^{4,5,6} FAWS Field Adjustable Wattage Selector ^{4,5} SW Interface module for SiteWise ^{4,6,7} LLC Integral wireless module ^{4,6,8,7} BL Bi-level functionality ^{4,7} DynaDimmer: Automatic Profile Dimming CSS0 Safety 50% Dimming, 7 hours ^{4,8} CMS0 Median 50% Dimming, 8 hours ^{4,8} CS30 Safety 30% Dimming, 7 hours ^{4,8} CM30 Median 30% Dimming, 8 hours ^{4,8} | IMR13 Integral with #3 lens ⁵ IMR17 Integral with #7 lens ⁵ | PCB Photocontrol Button ^{8,9} TLRD5 Twist Lock Receptacle 5 Pin ¹⁰ TLRD7 Twist Lock Receptacle 7 Pin ¹⁰ TLRPC Twist Lock Receptacle w/ Photocell ^{9,11} | Fusing F1 Single (120, 277, 347VAC) ⁹ F2 Double (208, 240, 480VAC) ⁹ Pole Mount Fusing FP1 Single (120, 277, 347VAC) ⁹ FP2 Double (208, 240, 480VAC) ⁹ FP3 Canadian Double Pull (208, 240, 480VAC) ⁹ Surge Protection (10kA standard) SP2 Increased 20kA | Square Pole Adapter included in standard product TB Terminal Block ¹² RPA Round Pole Adapter (fits to 3"-3.9" O.D. pole) ¹³ HIS Internal Housing Side Shield ¹⁴ | Textured BK Black WH White BZ Bronze DGY Dark Gray MGY Medium Gray Customer specified RAL Specify optional color or RAL (ex: RAL7024) CC Custom color (Must supply color chip for required factory quote) | | |

1. BL-IMR13/7 equipped with out-boarded sensor housing when voltage is HVV (347-480V)
 2. Mounts to a 4" round pole with adapter included for square poles.
 3. Limited to a maximum of 45 degrees aiming above horizontal.
 4. Not available with other dimming control options.
 5. Not available with motion sensor.
 6. Not available with photocontrol.
 7. Available only in 120 or 277V.
 8. Not available in 347 or 480V
 9. Must specify input voltage.
 10. Dimming will not be connected to NEMA receptacle if ordering with other control options.
 11. Not available in 480V. Order photocell separately with TLRD5/7.
 12. Not available with DCC.
 13. Not available with SF and WS. RPAs provided with black finish standard.
 14. HIS not available with Type 5 and 5W optics.
 15. Not available with DD, DCC, and FAWS dimming control options.
 16. Not available with DD, DCC, FAWS and LLC dimming control options.
 17. Must specify a motion sensor lens.



ECF-S EcoForm small

Area luminaire

EcoForm Accessories (ordered separately, field installed)

Shielding Accessories



House Side shield

Standard optic orientation:

- HIS-32-H¹⁸ Internal House Side Shield for 32 LEDs (2 modules)
- HIS-48-H¹⁸ Internal House Side Shield for 48 LEDs (3 modules)
- HIS-64-H¹⁸ Internal House Side Shield for 64 LEDs (4 modules)

Optic at 90 or 270 orientation:

- HIS-32-V¹⁸ Internal House Side Shield for 32 LEDs (2 modules)
- HIS-48-V¹⁸ Internal House Side Shield for 48 LEDs (3 modules)
- HIS-64-V¹⁸ Internal House Side Shield for 64 LEDs (4 modules)

18. Not available with Type 5 or 5W optics

Luminaire Accessories



- ECF-BD-G2 Bird deterrent
- ECF-RAM-G2-(F) Retrofit Arm mount kit
- ECF-SF-G2-(F) Slip Fitter Mount (fits to 2 3/8" O.D. tenon)
- ECF-W5-G2-(F) Wall mount with surface conduit rear entry permitted

EcoForm PTF2
(pole top fitter fits 2 3/8-2 1/2" OD x 4" depth tenon)

- PTF2-ECF-S/L-1-90-(F) 1 luminaire at 90°
- PTF2-ECF-S/L-2-90-(F) 2 luminaires at 90°
- PTF2-ECF-S/L-2-180-(F) 2 luminaires at 180°
- PTF2-ECF-S/L-3-90-(F) 3 luminaires at 90°
- PTF2-ECF-S/L-4-90-(F) 4 luminaires at 90°
- PTF2-ECF-S/L-3-120-(F) 3 luminaires at 120°

(F) = Specify finish

EcoForm PTF3
(pole top fitter fits 3-3 1/2" OD x 6" depth tenon)

- PTF3-ECF-S/L-1-90-(F) 1 luminaire at 90°
- PTF3-ECF-S/L-2-90-(F) 2 luminaires at 90°
- PTF3-ECF-S/L-2-180-(F) 2 luminaires at 180°
- PTF3-ECF-S/L-3-90-(F) 3 luminaires at 90°
- PTF3-ECF-S/L-4-90-(F) 4 luminaires at 90°
- PTF3-ECF-S/L-3-120-(F) 3 luminaires at 120°

EcoForm PTF4
(pole top fitter fits 3 1/2-4" OD x 6" depth tenon)

- PTF4-ECF-S/L-1-90-(F) 1 luminaire at 90°
- PTF4-ECF-S/L-2-90-(F) 2 luminaires at 90°
- PTF4-ECF-S/L-2-180-(F) 2 luminaires at 180°
- PTF4-ECF-S/L-3-90-(F) 3 luminaires at 90°
- PTF4-ECF-S/L-4-90-(F) 4 luminaires at 90°
- PTF4-ECF-S/L-3-120-(F) 3 luminaires at 120°

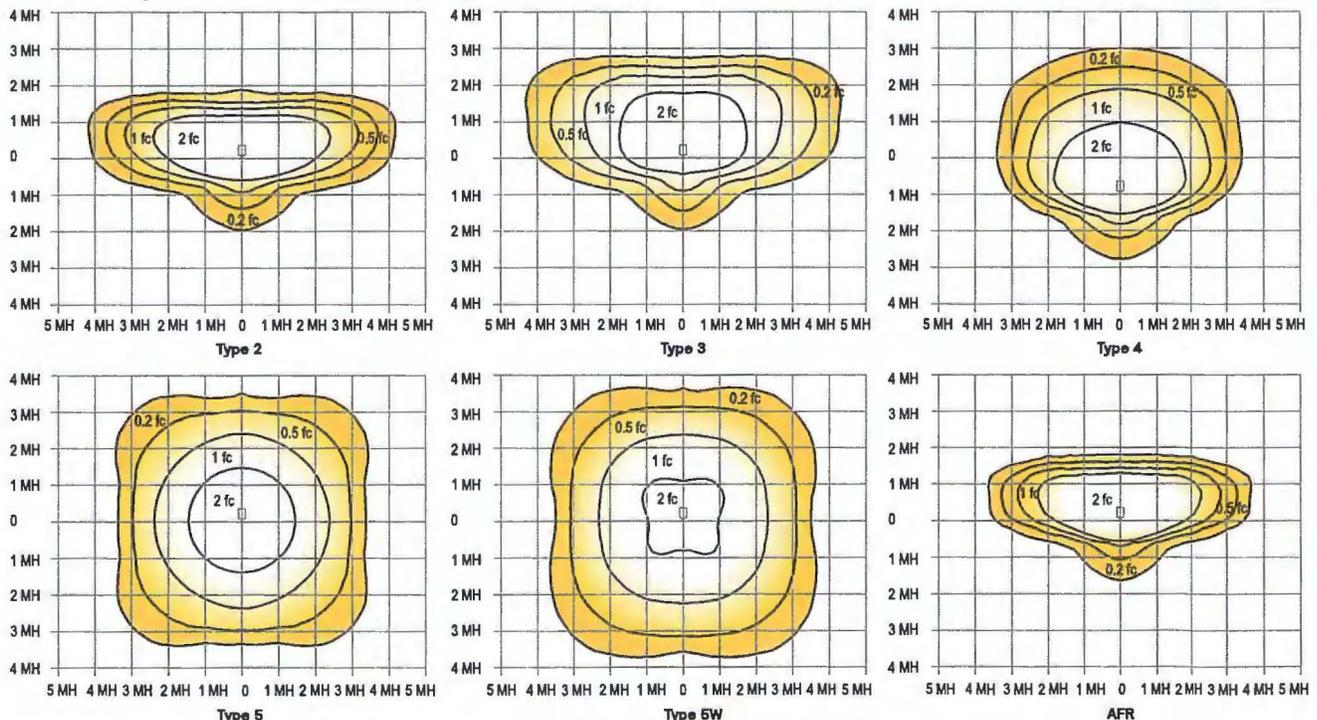
Predicted Lumen Depreciation Data

Predicted performance derived from LED manufacturer's data and engineering design estimates, based on IESNA LM-80 methodology. Actual experience may vary due to field application conditions. L₇₀ is the predicted time when LED performance depreciates to 70% of initial lumen output. Calculated per IESNA TM21-11. Published L₇₀ hours limited to 6 times actual LED test hours

| Ambient Temperature °C | Driver mA | Calculated L ₇₀ Hours | L ₇₀ per TM-21 | Lumen Maintenance % at 60,000 hrs |
|------------------------|---------------|----------------------------------|---------------------------|-----------------------------------|
| 25°C | up to 1200 mA | >100,000 hours | >60,000 hours | >88% |

Optical distribution

Based on configuration ECF-S-48L-1A-NW-G2 (159W) mounted at 20ft.



ECF-S EcoForm small

Area luminaire

3000K LED Wattage and Lumen Values

| Ordering Code | Total LEDs | LED Current (mA) | Color Temp. | Average System Watts | Type 2 | | | Type 3 | | | Type 4 | | |
|------------------------|------------|------------------|-------------|----------------------|--------------|------------|----------------|--------------|------------|----------------|--------------|------------|----------------|
| | | | | | Lumen Output | BUG Rating | Efficacy (LPW) | Lumen Output | BUG Rating | Efficacy (LPW) | Lumen Output | BUG Rating | Efficacy (LPW) |
| ECF-S-32L-365-WW-G2-x | 32 | 365 | 3000 | 40 | 5,508 | B1-U0-G1 | 138 | 5,428 | B1-U0-G2 | 136 | 5,637 | B1-U0-G2 | 141 |
| ECF-S-32L-530-WW-G2-x | 32 | 530 | 3000 | 56 | 7,159 | B2-U0-G2 | 129 | 7,055 | B1-U0-G2 | 127 | 7,327 | B1-U0-G2 | 132 |
| ECF-S-32L-700-WW-G2-x | 32 | 700 | 3000 | 73 | 9,234 | B2-U0-G2 | 127 | 9,034 | B2-U0-G2 | 124 | 9,452 | B2-U0-G2 | 130 |
| ECF-S-32L-1A-WW-G2-x | 32 | 1050 | 3000 | 106 | 13,001 | B3-U0-G2 | 123 | 12,719 | B2-U0-G2 | 120 | 13,306 | B2-U0-G3 | 126 |
| ECF-S-32L-1.2A-WW-G2-x | 32 | 1200 | 3000 | 122 | 14,421 | B3-U0-G3 | 119 | 14,108 | B2-U0-G3 | 116 | 14,760 | B2-U0-G3 | 121 |
| ECF-S-48L-900-WW-G2-x | 48 | 900 | 3000 | 135 | 17,115 | B3-U0-G3 | 127 | 16,744 | B3-U0-G3 | 124 | 17,518 | B2-U0-G3 | 130 |
| ECF-S-48L-1A-WW-G2-x | 48 | 1050 | 3000 | 159 | 19,381 | B3-U0-G3 | 122 | 18,960 | B3-U0-G3 | 119 | 19,836 | B3-U0-G4 | 125 |
| ECF-S-48L-1.2A-WW-G2-x | 48 | 1200 | 3000 | 183 | 21,515 | B3-U0-G3 | 118 | 21,048 | B3-U0-G4 | 115 | 22,020 | B3-U0-G4 | 121 |
| ECF-S-64L-900-WW-G2-x | 64 | 900 | 3000 | 178 | 22,652 | B3-U0-G3 | 127 | 22,161 | B3-U0-G4 | 125 | 23,185 | B3-U0-G4 | 130 |
| ECF-S-64L-1A-WW-G2-x | 64 | 1050 | 3000 | 206 | 25,520 | B3-U0-G3 | 124 | 24,966 | B3-U0-G4 | 121 | 26,120 | B3-U0-G4 | 127 |

| Ordering Code | Total LEDs | LED Current (mA) | Color Temp. | Average System Watts | Type AFR | | | Type 5 | | | Type 5W | | |
|------------------------|------------|------------------|-------------|----------------------|--------------|------------|----------------|--------------|------------|----------------|--------------|------------|----------------|
| | | | | | Lumen Output | BUG Rating | Efficacy (LPW) | Lumen Output | BUG Rating | Efficacy (LPW) | Lumen Output | BUG Rating | Efficacy (LPW) |
| ECF-S-32L-365-WW-G2-x | 32 | 365 | 3000 | 40 | 5,706 | B2-U0-G1 | 143 | 5,790 | B3-U0-G1 | 145 | 5,604 | B3-U0-G1 | 140 |
| ECF-S-32L-530-WW-G2-x | 32 | 530 | 3000 | 56 | 7,417 | B2-U0-G1 | 133 | 7,526 | B3-U0-G2 | 135 | 7,284 | B3-U0-G2 | 131 |
| ECF-S-32L-700-WW-G2-x | 32 | 700 | 3000 | 73 | 9,567 | B2-U0-G2 | 131 | 9,707 | B4-U0-G2 | 133 | 9,395 | B4-U0-G2 | 129 |
| ECF-S-32L-1A-WW-G2-x | 32 | 1050 | 3000 | 106 | 13,467 | B3-U0-G2 | 128 | 13,665 | B4-U0-G2 | 129 | 13,227 | B4-U0-G2 | 125 |
| ECF-S-32L-1.2A-WW-G2-x | 32 | 1200 | 3000 | 122 | 14,939 | B3-U0-G2 | 123 | 15,158 | B4-U0-G2 | 125 | 14,671 | B4-U0-G2 | 121 |
| ECF-S-48L-900-WW-G2-x | 48 | 900 | 3000 | 135 | 17,731 | B3-U0-G2 | 131 | 17,990 | B4-U0-G2 | 133 | 17,413 | B5-U0-G3 | 129 |
| ECF-S-48L-1A-WW-G2-x | 48 | 1050 | 3000 | 159 | 20,076 | B3-U0-G2 | 127 | 20,372 | B5-U0-G3 | 128 | 19,717 | B5-U0-G3 | 124 |
| ECF-S-48L-1.2A-WW-G2-x | 48 | 1200 | 3000 | 183 | 22,288 | B3-U0-G2 | 122 | 22,616 | B5-U0-G3 | 124 | 21,888 | B5-U0-G3 | 120 |
| ECF-S-64L-900-WW-G2-x | 64 | 900 | 3000 | 178 | 23,465 | B3-U0-G2 | 132 | 23,810 | B5-U0-G3 | 134 | 23,045 | B5-U0-G3 | 130 |
| ECF-S-64L-1A-WW-G2-x | 64 | 1050 | 3000 | 206 | 26,437 | B4-U0-G3 | 128 | 26,150 | B5-U0-G3 | 127 | 25,964 | B5-U0-G4 | 126 |

4000K LED Wattage and Lumen Values

| Ordering Code | Total LEDs | LED Current (mA) | Color Temp. | Average System Watts | Type 2 | | | Type 3 | | | Type 4 | | |
|------------------------|------------|------------------|-------------|----------------------|--------------|------------|----------------|--------------|------------|----------------|--------------|------------|----------------|
| | | | | | Lumen Output | BUG Rating | Efficacy (LPW) | Lumen Output | BUG Rating | Efficacy (LPW) | Lumen Output | BUG Rating | Efficacy (LPW) |
| ECF-S-32L-365-NW-G2-x | 32 | 365 | 4000 | 40 | 5,798 | B1-U0-G1 | 145 | 5,713 | B1-U0-G2 | 143 | 5,934 | B1-U0-G2 | 148 |
| ECF-S-32L-530-NW-G2-x | 32 | 530 | 4000 | 56 | 7,536 | B2-U0-G2 | 135 | 7,426 | B1-U0-G2 | 133 | 7,713 | B1-U0-G2 | 138 |
| ECF-S-32L-700-NW-G2-x | 32 | 700 | 4000 | 73 | 9,720 | B2-U0-G2 | 133 | 9,509 | B2-U0-G2 | 130 | 9,949 | B2-U0-G2 | 136 |
| ECF-S-32L-1A-NW-G2-x | 32 | 1050 | 4000 | 106 | 13,685 | B3-U0-G2 | 130 | 13,388 | B2-U0-G3 | 127 | 14,006 | B2-U0-G3 | 133 |
| ECF-S-32L-1.2A-NW-G2-x | 32 | 1200 | 4000 | 122 | 15,180 | B3-U0-G3 | 125 | 14,851 | B2-U0-G3 | 122 | 15,537 | B2-U0-G3 | 128 |
| ECF-S-48L-900-NW-G2-x | 48 | 900 | 4000 | 135 | 18,016 | B3-U0-G3 | 133 | 17,625 | B3-U0-G3 | 130 | 18,440 | B3-U0-G3 | 136 |
| ECF-S-48L-1A-NW-G2-x | 48 | 1050 | 4000 | 159 | 20,401 | B3-U0-G3 | 129 | 19,958 | B3-U0-G4 | 126 | 20,880 | B3-U0-G4 | 132 |
| ECF-S-48L-1.2A-NW-G2-x | 48 | 1200 | 4000 | 183 | 22,647 | B3-U0-G3 | 124 | 22,156 | B3-U0-G4 | 121 | 23,179 | B3-U0-G4 | 127 |
| ECF-S-64L-900-NW-G2-x | 64 | 900 | 4000 | 178 | 23,844 | B3-U0-G3 | 134 | 23,327 | B3-U0-G4 | 131 | 24,405 | B3-U0-G4 | 137 |
| ECF-S-64L-1A-NW-G2-x | 64 | 1050 | 4000 | 206 | 26,863 | B3-U0-G3 | 130 | 26,280 | B3-U0-G4 | 128 | 27,495 | B3-U0-G4 | 134 |

| Ordering Code | Total LEDs | LED Current (mA) | Color Temp. | Average System Watts | Type AFR | | | Type 5 | | | Type 5W | | |
|------------------------|------------|------------------|-------------|----------------------|--------------|------------|----------------|--------------|------------|----------------|--------------|------------|----------------|
| | | | | | Lumen Output | BUG Rating | Efficacy (LPW) | Lumen Output | BUG Rating | Efficacy (LPW) | Lumen Output | BUG Rating | Efficacy (LPW) |
| ECF-S-32L-365-NW-G2-x | 32 | 365 | 4000 | 40 | 6,006 | B2-U0-G1 | 150 | 6,094 | B3-U0-G1 | 152 | 5,898 | B3-U0-G2 | 147 |
| ECF-S-32L-530-NW-G2-x | 32 | 530 | 4000 | 56 | 7,807 | B2-U0-G1 | 140 | 7,922 | B3-U0-G2 | 142 | 7,667 | B3-U0-G2 | 138 |
| ECF-S-32L-700-NW-G2-x | 32 | 700 | 4000 | 73 | 10,070 | B2-U0-G2 | 138 | 10,218 | B4-U0-G2 | 140 | 9,889 | B4-U0-G2 | 136 |
| ECF-S-32L-1A-NW-G2-x | 32 | 1050 | 4000 | 106 | 14,176 | B3-U0-G2 | 134 | 14,384 | B4-U0-G2 | 136 | 13,923 | B4-U0-G2 | 132 |
| ECF-S-32L-1.2A-NW-G2-x | 32 | 1200 | 4000 | 122 | 15,725 | B3-U0-G2 | 129 | 15,956 | B4-U0-G2 | 131 | 15,443 | B4-U0-G2 | 127 |
| ECF-S-48L-900-NW-G2-x | 48 | 900 | 4000 | 135 | 18,664 | B3-U0-G2 | 138 | 18,937 | B4-U0-G3 | 140 | 18,329 | B5-U0-G3 | 136 |
| ECF-S-48L-1A-NW-G2-x | 48 | 1050 | 4000 | 159 | 21,133 | B3-U0-G2 | 133 | 21,444 | B5-U0-G3 | 135 | 20,755 | B5-U0-G3 | 131 |
| ECF-S-48L-1.2A-NW-G2-x | 48 | 1200 | 4000 | 183 | 23,461 | B3-U0-G2 | 128 | 23,806 | B5-U0-G3 | 130 | 23,040 | B5-U0-G3 | 126 |
| ECF-S-64L-900-NW-G2-x | 64 | 900 | 4000 | 178 | 24,700 | B3-U0-G2 | 139 | 25,063 | B5-U0-G3 | 141 | 24,258 | B5-U0-G4 | 136 |
| ECF-S-64L-1A-NW-G2-x | 64 | 1050 | 4000 | 206 | 27,828 | B4-U0-G3 | 135 | 27,526 | B5-U0-G3 | 134 | 27,330 | B5-U0-G4 | 133 |

ECF-S EcoForm small

Area luminaire

5000K LED Wattage and Lumen Values

| Ordering Code | Total LEDs | LED Current (mA) | Color Temp. | Average System Watts | Type 2 | | | Type 3 | | | Type 4 | | |
|------------------------|------------|------------------|-------------|----------------------|--------------|------------|----------------|--------------|------------|----------------|--------------|------------|----------------|
| | | | | | Lumen Output | BUG Rating | Efficacy (LPW) | Lumen Output | BUG Rating | Efficacy (LPW) | Lumen Output | BUG Rating | Efficacy (LPW) |
| ECF-S-32L-365-CW-G2-x | 32 | 365 | 5000 | 40 | 5,798 | B1-U0-G1 | 145 | 5,713 | B1-U0-G2 | 143 | 5,934 | B1-U0-G2 | 148 |
| ECF-S-32L-530-CW-G2-x | 32 | 530 | 5000 | 56 | 75,36 | B2-U0-G2 | 135 | 7,426 | B1-U0-G2 | 133 | 7,713 | B1-U0-G2 | 138 |
| ECF-S-32L-700-CW-G2-x | 32 | 700 | 5000 | 73 | 9,720 | B2-U0-G2 | 133 | 9,509 | B2-U0-G2 | 130 | 9,949 | B2-U0-G2 | 136 |
| ECF-S-32L-1A-CW-G2-x | 32 | 1050 | 5000 | 106 | 13,685 | B3-U0-G2 | 130 | 13,388 | B2-U0-G3 | 127 | 14,006 | B2-U0-G3 | 133 |
| ECF-S-32L-1.2A-CW-G2-x | 32 | 1200 | 5000 | 122 | 15,180 | B3-U0-G3 | 125 | 14,851 | B2-U0-G3 | 122 | 15,537 | B2-U0-G3 | 128 |
| ECF-S-48L-900-CW-G2-x | 48 | 900 | 5000 | 135 | 18,016 | B3-U0-G3 | 133 | 17,625 | B3-U0-G3 | 130 | 18,440 | B3-U0-G3 | 136 |
| ECF-S-48L-1A-CW-G2-x | 48 | 1050 | 5000 | 159 | 20,401 | B3-U0-G3 | 129 | 19,958 | B3-U0-G4 | 126 | 20,880 | B3-U0-G4 | 132 |
| ECF-S-48L-1.2A-CW-G2-x | 48 | 1200 | 5000 | 183 | 22,647 | B3-U0-G3 | 124 | 22,156 | B3-U0-G4 | 121 | 23,179 | B3-U0-G4 | 127 |
| ECF-S-64L-900-CW-G2-x | 64 | 900 | 5000 | 178 | 23,844 | B3-U0-G3 | 134 | 23,327 | B3-U0-G4 | 131 | 24,405 | B3-U0-G4 | 137 |
| ECF-S-64L-1A-CW-G2-x | 64 | 1050 | 5000 | 206 | 26,863 | B3-U0-G3 | 130 | 26,280 | B3-U0-G4 | 128 | 27,495 | B3-U0-G4 | 134 |

| Ordering Code | Total LEDs | LED Current (mA) | Color Temp. | Average System Watts | Type AFR | | | Type 5 | | | Type 5W | | |
|------------------------|------------|------------------|-------------|----------------------|--------------|------------|----------------|--------------|------------|----------------|--------------|------------|----------------|
| | | | | | Lumen Output | BUG Rating | Efficacy (LPW) | Lumen Output | BUG Rating | Efficacy (LPW) | Lumen Output | BUG Rating | Efficacy (LPW) |
| ECF-S-32L-365-CW-G2-x | 32 | 365 | 5000 | 40 | 6,006 | B2-U0-G1 | 150 | 6,094 | B3-U0-G1 | 152 | 5,898 | B3-U0-G2 | 147 |
| ECF-S-32L-530-CW-G2-x | 32 | 530 | 5000 | 56 | 7,807 | B2-U0-G1 | 140 | 7,922 | B3-U0-G2 | 142 | 7,667 | B3-U0-G2 | 138 |
| ECF-S-32L-700-CW-G2-x | 32 | 700 | 5000 | 73 | 10,070 | B2-U0-G2 | 138 | 10,218 | B4-U0-G2 | 140 | 9,889 | B4-U0-G2 | 136 |
| ECF-S-32L-1A-CW-G2-x | 32 | 1050 | 5000 | 106 | 14,176 | B3-U0-G2 | 134 | 14,384 | B4-U0-G2 | 136 | 13,923 | B4-U0-G2 | 132 |
| ECF-S-32L-1.2A-CW-G2-x | 32 | 1200 | 5000 | 122 | 15,725 | B3-U0-G2 | 129 | 15,956 | B4-U0-G2 | 131 | 15,443 | B4-U0-G2 | 127 |
| ECF-S-48L-900-CW-G2-x | 48 | 900 | 5000 | 135 | 18,664 | B3-U0-G2 | 138 | 18,937 | B4-U0-G3 | 140 | 18,329 | B5-U0-G3 | 136 |
| ECF-S-48L-1A-CW-G2-x | 48 | 1050 | 5000 | 159 | 21,133 | B3-U0-G2 | 133 | 21,444 | B5-U0-G3 | 135 | 20,755 | B5-U0-G3 | 131 |
| ECF-S-48L-1.2A-CW-G2-x | 48 | 1200 | 5000 | 183 | 23,461 | B3-U0-G2 | 128 | 23,806 | B5-U0-G3 | 130 | 23,040 | B5-U0-G3 | 126 |
| ECF-S-64L-900-CW-G2-x | 64 | 900 | 5000 | 178 | 24,700 | B3-U0-G2 | 139 | 25,063 | B5-U0-G3 | 141 | 24,258 | B5-U0-G4 | 136 |
| ECF-S-64L-1A-CW-G2-x | 64 | 1050 | 5000 | 206 | 27,828 | B4-U0-G3 | 135 | 27,526 | B5-U0-G3 | 134 | 27,330 | B5-U0-G4 | 133 |

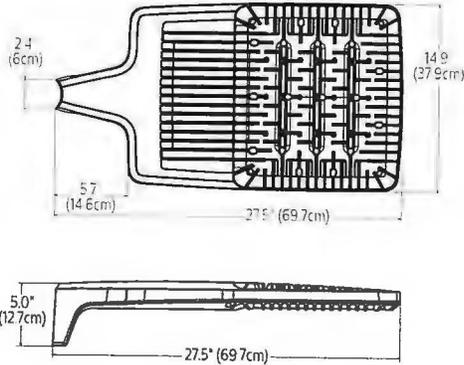
ECF-S EcoForm small

Area luminaire

Dimensions

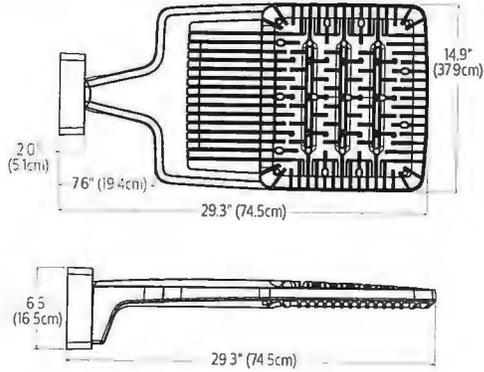
Standard Arm (AR)

Weight: 22 Lbs (9.9 Kg) EPA: 0.21ft² (.019m²)



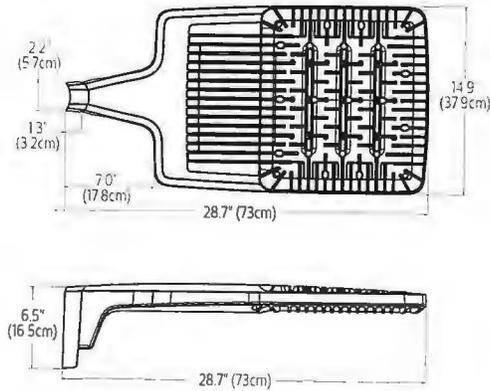
Wall (WS)

Weight: 27 Lbs. (12.2Kg) EPA: 0.27ft² (.025m²)



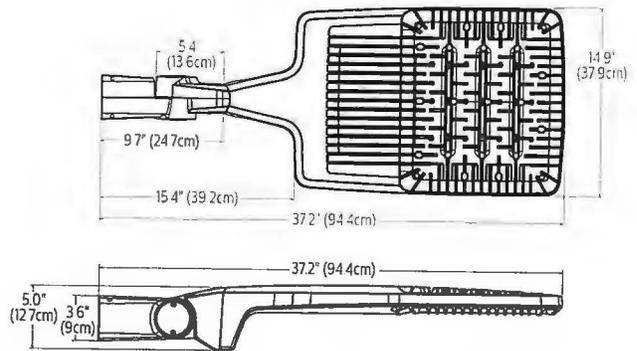
Retrofit Arm (RAM)

Weight: 24 Lbs (10.9 Kg) EPA: 0.24ft² (.022m²)

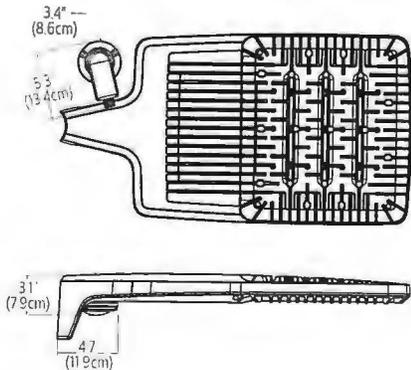


Slip fitter (SF)

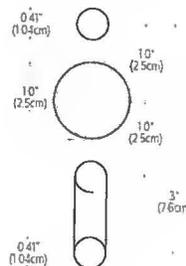
Weight: 27 Lbs (12.2 Kg) EPA: 0.33ft² (.031m²)



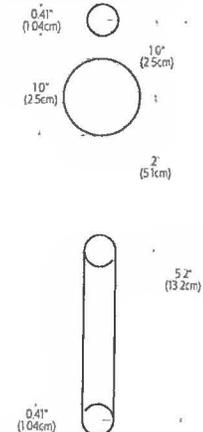
Outboard IMR-HVU sensor



Standard Arm (AR) drill pattern



Retrofit Arm (RAM) drill pattern



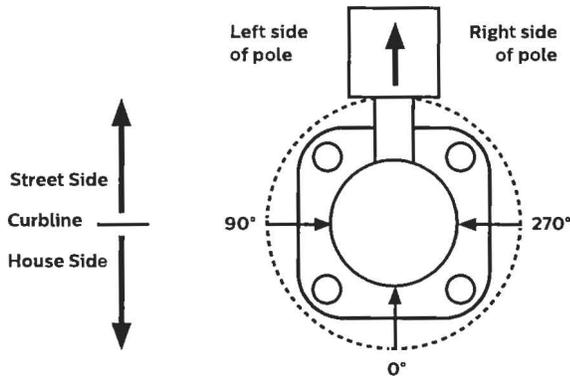
ECF-S EcoForm small

Area luminaire

Optical Orientation Information

Standard Optic Position

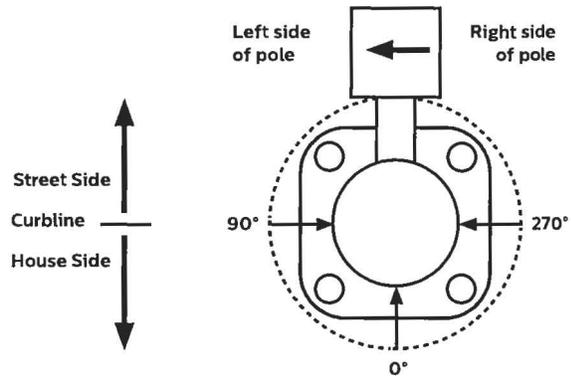
Luminaires ordered with asymmetric optical systems in the standard optic position will have the optical system oriented as shown below:



Note: The hand hole will normally be located on the pole at the 0° point.

Optic Rotated Left (90°) Optic Position

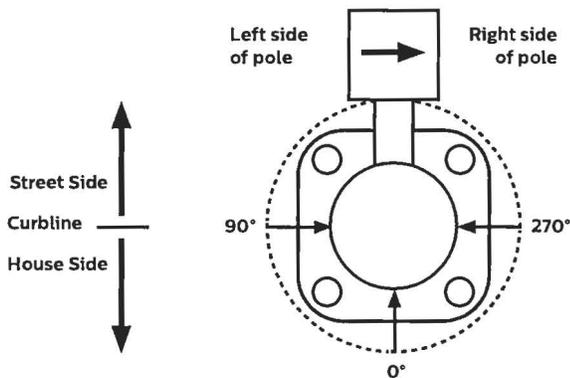
Luminaires ordered with optical systems in the Optic Rotated Left (90°) optic position will have the optical system oriented as shown below (Type 5 and 5W optics are not available with factory set rotatable optics):



Note: The hand hole will normally be located on the pole at the 0° point.

Optic Rotated Right (270°) Optic Position

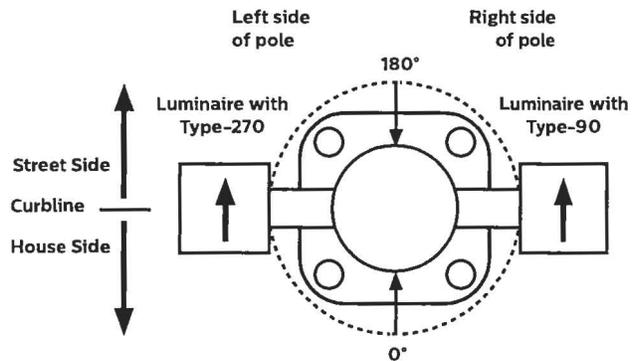
Luminaires ordered with optical systems in the Optic Rotated Right (270°) optic position will have the optical system oriented as shown below (Type 5 and 5W optics are not available with factory set rotatable optics):



Note: The hand hole will normally be located on the pole at the 0° point.

Twin Luminaire Assemblies with Type-90/Type-270 Rotated Optical Systems

Twin luminaire assemblies installed with rotated optical systems are an excellent way to direct light toward the interior of the site (Street Side) without additional equipment. It is important, however, that care be exercised to insure that luminaires are installed in the proper location.



Luminaires with Optic Rotated Right (270°) are installed on the LEFT Side of Pole

Luminaires with Optic Rotated Left (90°) are installed on the RIGHT Side of Pole

Note: The hand hole location will depend on the drilling configuration ordered for the pole.

ECF-S EcoForm small

Area luminaire

Specifications

Housing

One-piece die cast aluminum housing with integral arm and separate, self-retained hinged, one-piece die cast door frame. Luminaire housing rated to IP66, tested in accordance to Section 9 of IEC 60598-1.

Vibration resistance

Luminaire is tested and rated 3G over 100,000 cycles conforming to standards set forth by ANSI C136.31-2010. Testing includes vibration in three axes, all performed on the same luminaire.

Light engine

Light engine comprises of a module of 16-LED aluminum metal clad board fully sealed with optics offered in multiples of 2, 3, and 4 modules or 32, 48, and 64 LEDs. Module is RoHS compliant. Color temperatures: 3000K +/-125K, 4000K, 5000K +/- 200K. Minimum CRI of 70. LED light engine is rated IP66 in accordance to Section 9 of IEC 60598-1.

Energy saving benefits

System efficacy up to 133 lms/W with significant energy savings over Pulse Start Metal Halide luminaires. Optional control options provide added energy savings during unoccupied periods.

Optical systems

Type 2, 3, 4, 5, 5W, and AFR distributions available. Internal Shield option mounts to LED optics and is available with Type 2, 3, 4, and AFR distributions. Types 2, 3, 4, and AFR when specified and used as rotated, are factory set only. Performance tested per LM-79 and TM-15 (IESNA) certifying its photometric performance. Luminaire designed with 0% uplight (U0 per IESNA TM-15).

Mounting

Standard luminaire arm mounts to 4" O.D. round poles. Can also be used with 5" O.D. poles. Square pole adapter included with every luminaire. Round Pole Adapter (RPA) required for 3-3.9" poles. EcoForm features a retrofit arm kit. When specified with the retrofit arm (RAM) option, EcoForm seamlessly simplifies site conversions to LED by eliminating the need for additional pole drilling on most existing poles. RAM will be boxed separately. Also optional are slipfitter and wall mounting accessories. Note that only fixed mounts (AR, RAM, WS) are required to meet IDA compliance. SF mounting will not meet IDA.

Control options

0-10V dimming (DD): Access to 0-10V dimming leads supplied through back of luminaire (for secondary dimming controls by others). Cannot be used with other control options.

Dual Circuit Control (DCC): Luminaire equipped with the ability to have two separate circuits controlling drivers and light engines independently. Permits separate switching of separate modules controlled by use of two sets of leads, one for each circuit. Not recommended to be used with other control options, motion response, or photocells.

SiteWise (SW): SiteWise system includes a controller fully integrated in the luminaire that enables the luminaires to communicate with a dimming signal transmitter cabinet located on site using patented central dimming technology. A locally accessible mobile app allows users to access the system and set functionalities such as ON/OFF, dimming levels and scheduling. SiteWise is available with motion response options in order to bring the light back to 100% when motion is detected. Cannot be used with other control options or photocell options. Additional functionalities are available such as communication with indoor lighting and connection to BMS systems. Complete information on the control system can be found on the SiteWise website at philips.com/sitewise.

Automatic Profile Dimming (CS/CM/CE/CA): Standard dimming profiles provide flexibility towards energy savings goals while optimizing light levels during specific dark hours. Dimming profiles include two dimming settings including dim to 30% or 50% of the total lumen output. When used in combination with not programmed motion response it overrides the controller's schedule when motion is detected. After 5 minutes with no motion, it will return to the automatic dimming profile schedule. Automatic dimming profile scheduled with the following settings:

- CS50/CS30: Security for 7 hours night duration (Ex., 11 PM - 6 AM)
- CM50/CM30: Median for 8 hours night duration (Ex., 10 PM - 6 AM)

All above profiles are calculated from mid point of the night. Dimming is set for 6 hours after the mid point and 1 or 2 hours before depending of the duration of dimming. Cannot be used with other dimming control options.

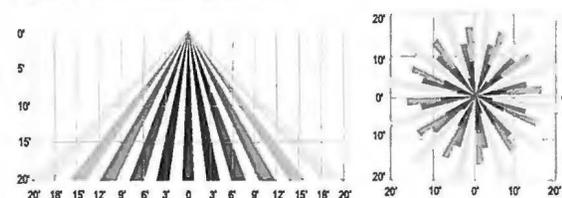
Field Adjustable Wattage Selector (FAWS): Luminaire equipped with the ability to manually adjust the wattage in the field to reduce total luminaire lumen output and light levels. Comes pre-set to the highest position at the lumen output selected. Use chart below to estimate reduction in lumen output desired. Cannot be used with other control options or motion response.

| FAWS Position | Percent of Typical Lumen Output |
|---------------|---------------------------------|
| 1 | 25% |
| 2 | 50% |
| 3 | 55% |
| 4 | 65% |
| 5 | 75% |
| 6 | 80% |
| 7 | 85% |
| 8 | 90% |
| 9 | 95% |
| 10 | 100% |

Note: Typical value accuracy +/- 5%

Wireless system (LLC): Optional wireless controller integral to luminaire ready to be connected to a Limglight system (sold by others). The system allows you to wirelessly manage the entire site, independent lighting groups or individual luminaires while on-site or remotely. Based on a high-density mesh network with an easy to use web-based portal, you can conveniently access, monitor and manage your lighting network remotely. Wireless controls can be combined with site and area, pedestrian, and parking garage luminaires as well, for a completely connected outdoor solution. Equipped with motion response with #3 lens for 8-25' mounting heights. Also available with remote pod accessory where pod is mounted separate from luminaire to pole or wall.

LLC wireless controller with #3 lens



Motion response options

BI-Level Infrared Motion Response (BL-IMRI): Motion Response module is mounted integral to luminaire factory pre-programmed to 50% dimming when not ordered with other control options. BL-IMRI is set/operates in the following fashion: The motion sensor is set to a constant 50%. When motion is detected by the PIR sensor, the luminaire returns to full power/light output. Dimming on low is factory set to 50% with 5 minutes default in "full power" prior to dimming back to low. When no motion is detected for 5 minutes, the motion response system reduces the wattage by 50%, to 50% of the normal constant wattage reducing the light level. Other dimming settings can be provided if different dimming levels are required. This can also be done with FSIR-100 Wireless Remote Programming Tool (contact Technical Support for details).

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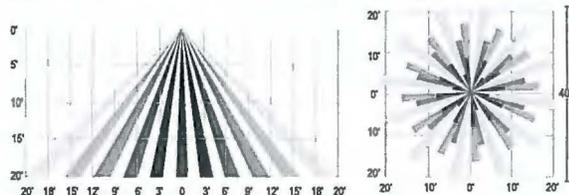
Area luminaire

Specifications

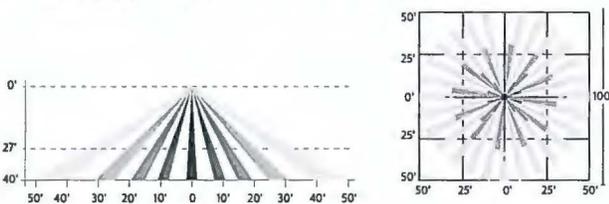
Infrared Motion Response with Other Controls: When used in combination with other controls (Automatic Dimming Profile and SiteWise), motion response device will simply override controller's schedule with the added benefits of a combined dimming profile and sensor detection. In this configuration, the motion response device cannot be re-programmed with FSIR-100 Wireless Remote Programming Tool. The profile can only be re-programmed via the controller.

Infrared Motion Response Lenses (IMRI3/IMRI7): Infrared Motion Response Integral module is available with two different sensor lens types to accommodate various mounting heights and occupancy detection ranges. Lens #3 (IMRI3) is designed for mounting heights up to 20' with a 40' diameter coverage area. Lens #7 is designed for higher mounting heights up to 40' with larger coverage areas up to 100' diameter coverage area. See charts for approximate detection patterns:

IMRI3 Luminaire or remote mount controller with #3 lens



IMRI7 Luminaire or remote mount controller with #7 lens



Electrical

Twist-Lock Receptacle (TLRD5/TLRD7/ TLRPC): Twist Lock Receptacle with 5 pins enabling dimming or with 7 pins with additional functionality (by others) can be used with a twistlock photoelectric cell or a shorting cap. Dimming Receptacle Type B (5-pin) and Type D-24 (7-pin) in accordance to ANSI C136.41. Can be used with third-party control system. Receptacle located on top of luminaire housing. When specifying receptacle with twistlock photoelectric cell, voltage must be specified. When ordering Twist-lock receptacle (TLRD5 or TLRD7), photocell or shorting cap is not included. TLRPC is shipped standard with 5 pin.

Driver: Driver efficiency (>90% standard). 120-480V available (restrictions apply). Open/short circuit protection. Optional 0-10V dimming to 10% power. RoHS compliant.

Button Photocontrol (PCB): Button style design for internal luminaires mounting applications. The photocontrol is constructed of a high impact UV stabilized polycarbonate housing. Rated voltage of 120V or 208-277V with a load rating of 1000 VA. The photocell will turn on with 1-4Fc of ambient light.

Surge protection (SP1/SP2): Surge protection device tested in accordance with ANSI/IEEE C62.45 per ANSI/IEEE C62.41.2 Scenario I Category C High Exposure 10kV/10kA waveforms for Line-Ground, Line-Neutral and Neutral-Ground, and in accordance with DOE MSSLC Model Specification for LED Roadway Luminaires Appendix D Electrical Immunity High test level 10kV/10kA, 20kV / 10kA surge protection device that provides extra protection beyond the SP1 10kV/10kA level.

Listings

UL/cUL wet location listed to the UL 1598 standard, suitable for use in ambient temperatures from -40° to 40°C (-40° to 104°F). Most EcoForm configurations are qualified under Premium and Standard DesignLights Consortium® categories. Consult DLC Qualified Products list to confirm your specific luminaire selection is approved. CCTs 3000K and warmer are Dark Sky Approved.

Finish

Each standard color luminaire receives a fade and abrasion resistant, electrostatically applied, thermally cured, triglycidic isocyanurate (TGIC) textured polyester powdercoat finish. Standard colors include bronze (BZ), black (BK), white (WH), dark gray (DGY), and medium gray (MGY). Consult factory for specs on optional or custom colors.

Service Tag

Each individual luminaire is uniquely identifiable, thanks to the Service tag application. With a simple scan of a QR code, placed on the inside of the mast door, you gain instant access to the luminaire configuration, making installation and maintenance operations faster and easier, no matter what stage of the luminaire's lifetime. Just download the APP and register your product right away. For more details visit: signify.com

Warranty

EcoForm luminaires feature a 5-year limited warranty. See signify.com/warranties for complete details and exclusions.



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RECEIVED
PLANNING DEPARTMENT

RE: Fire Plan for parcel 094-090-010, 8260 Fairplay Road, Somerset, CA 95684

Introduction

Binh Ly has requested a fire plan for 094-090-010 for a cannabis cultivation operation on the parcel. The development of commercial enterprises in El Dorado County requires the development of a fire safety plan of sufficient detail to demonstrate that the property can be adequately protected from wildland fire. A fire plan evaluates the existing vegetation, slope, aspect, elevation, weather, and fire history to determine the potential for dangerous fires to threaten the property.

Parcel Description

Vegetation

The subject parcel is 60.6 acres and is the area of analysis in this fire plan. The property generally has thickets of canyon live oak with non-native annual grasses and chaparral. The parcel is surrounded by historic fires, with the Caldor Fire burning only two miles to the east. The region's fire return interval will likely decrease due to the increased flammability of native pioneer and non-native species, drought, and climate change.

The parcel has many live healthy and thriving oaks and pines, but there is fuel continuity across the property, and fire control will be difficult during periods of high fire danger. The primary carrier of fire will be dead and down fuel, grass, and the canyon live oak present on the property. The fuel model that best describes the vegetation on the property is an SH7 – Very High Load, Dry Climate Shrub, in the Standard Fire Behavior Fuel Models: A Comprehensive Set for Use with Rothermel's Surface Fire Spread Model. The grass chaparral mixture is defined as a Grass / Shrub Fuel Model 2(GS2) as described in *Standard Fire Behavior Fuel Models: A Comprehensive Set for Use with Rothermel's Surface Fire Spread Model. General Technical Report RMRS-GTR-153, Scott and Burgen.*

Slope and Aspect

Slope and aspect combine to create the topographical influences of fire on a slope. The project area has gently undulating slopes. These south-facing slopes are perfectly aligned for solar radiation to heat and dry vegetation and are moderately well aligned with the southwest winds that drive explosive fire growth, particularly for a fire originating in the North Fork Spanish Creek or South Fork Spanish Creek drainages. The slopes also promote the preheating of fuels and thus the rate and direction of spread. Additionally, south-facing slopes have more extended burn periods during the diurnal cycle due to solar drying.

Elevation

Elevation has an important influence on fire behavior by influencing the amount and timing of precipitation and determining exposure to prevailing winds or extreme fire behavior. The subject parcel sits at approximately 2480 feet in elevation. This elevation has hot, dry summers with distinct seasons and moderately cool winter with precipitation falling as rain and averaging 30 inches per year. Rainfall in amounts to influence fire behavior is rare after May, and fire season begins in earnest as early as June. This leaves a long hot summer with dry fuel.

Weather

Local weather drives fire behavior in the Sierra Nevada. El Dorado County is exposed to dangerous Diablo winds when low pressure off the coast of California and high pressure over the Great Basin result in strong, dry winds from the northeast. The subject parcel will be exposed to northeast winds several times each Fall, but these winds are unlikely to drive extreme fire weather. The subject parcel will be exposed to moderate diurnal upslope winds during much of the fire season because of the

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effects of solar radiation. One mitigating factor is that the property will also experience locally increased nighttime humidities due to the Delta breeze.

In SH&n fuel models, fires are likely to exhibit moderate rates of spread with moderate flame lengths during diurnal wind and fuel-driven fires. The Sand Fire burned approximately 4200 acres in line with the subject parcel and would have burned the property had it burned another day. The Sand fire was a fuel and topographically driven fire with strong diurnal wind influence. On the morning of the fire, humidities were very low, ranging from 8-13 percent, with light east winds increasing to over 18 miles per hour from the southwest during the afternoon. This wind pattern drove very high rates of spread with dangerous runs during the late afternoon. The subject parcel is also exposed to strong southwest winds from approaching low-pressure systems as they drop from the Gulf of Alaska. During these events, winds will pick up from the southwest, and before the arrival of moisture, there can be a very low humidity dry slot for up to a day before the arrival of increased humidities and wetting precipitation. During this period, fires can grow explosively.

Fire Hazard on the Subject Parcels

The subject parcel is exposed to considerable hazard from grass and brush and live oak fueled wildfires. An additional hazard is the dead oak from the Sand Fire that will be major ember producers during wildland fires. And while this is an active fuel model, it is also relatively easy to moderate this hazard by reducing fuels near structures, clearing around evacuation routes and then using methods to reduce the total tonnage of biomass available to burn.

Mitigations

Dr. Jack Cohen of the U.S. Forest Service's Rocky Mountain Research Station made the statement in his definition of the home ignition zone that "it is a home's construction and immediate surroundings that will determine a home's probability of ignition, not its site on a fire-prone landscape." From his research, we now moderate exposure to fire hazard by working in three zones around the structures and other areas with human habitation. The SH7 fire model is a brush and shrub-driven fire with moderate flame lengths. Burning oak, the deep duff layer present, and grasses would cause flame-lengths that would defy fire hand crews' control. Within the defensible space of a structure or within the Wildland Urban Interface, vegetation should be managed so that a fire will burn with four-foot flame lengths.

Fuel Break Around Structures

Clearing an effective fuel break on SH7 fuel types is best accomplished by masticating or otherwise cutting oak and chaparral and chipping or hauling the slash. The result will be a very durable treatment that should last years with minimal maintenance. The remaining forest will be primarily composed of gray pine, ponderosa pine, and blue oak.

Oak trees vary in flammability with canyon live oak burning with great energy and blue oak rarely burning except in chaparral form. Spacing oaks with 10 feet between canopies will reduce the potential for ignition. It is also true that establishing blue oak will greatly reduce the brush's rate and will again favor bunch grass over non-native annuals. Blue oaks do not regenerate well in grazing regimes, so again it is valuable to consult with the El Dorado County Conservation District on methods to promote blue oak regeneration.

Defensible Space

Defensible space around the structures will be critically important because of the likely ember production from dead oak on the property and in the Sand Fire scar. Defensible space is divided into three zones. The wildland fuel zone, the Lean, Clean and Green Zone and Non-combustible zone.



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- The wildland fuel zone should effectively extend 200 feet or to the slope break from the structure with the annual mowing of grasses and brush.
- The Lean, Clean and Green Zone extends from the structure to 30 feet. This zone must be mowed when grasses or brush are greater than 4 inches tall. No flammable vegetation may be present.
- The non-combustible zone extends from the structure to five feet. The subject parcel will be subject to massive ember wash during the next wildland fire. The maintenance of a non-combustible zone in combination with fire-safe venting and Class A roofing is the primary mitigation for ember ignition. Ember ignition generally occurs when embers strike a wall or Fall in wind vertices and accumulate at the bottom of the wall or in an inside corner of the structure. If there is any flammable material in this area the structure will be at increased risk. This area should likely be graveled in and treated with herbicide so that no vegetation can grow in this area. No leaf litter should be allowed to accumulate.

Evacuation Routes

The subject parcel has easy access to evacuation routes. Fuels modification is necessary along Fairplay Rd for a distance of at least 100-feet, but the entire property should be masticated.

Conclusion

The project is in a high fire hazard area with canyon live oak and native chaparral composing the primary fuel types with scattered pockets of thick oak and other areas with oak snags from the Sand Fire. The fuel model for the parcel is an SH7 which supports moderate rates of spread with moderate flame lengths. Effective fuel reduction can be obtained with mastication over the wooded portion of the parcel. This treatment will reduce the fire hazard in the area and increase forest health on the property. The proposed measures will effectively protect structures on the property, but safety for people can only be guaranteed with early and effective evacuation.

VMT MEMORANDUM

For

Outdoor THC Cannabis Cultivation

8260 Fairplay Road, Somerset, CA 95634

Located In El Dorado County

Prepared for:

BINH LY Project

8260 Fairplay Road, Somerset, CA 95634

September 3, 2021

This VMT Memorandum

Authored by:

Grant P. Johnson, TE



Traffic Engineering & Transportation Planning

*This Memorandum has
been prepared and
certified by Grant P.
Johnson, TE, Principal.
Lic #1453*



Description of Project

The "BINH LY" project, located at 8260 Fairplay Road in Somerset and represented by APN 094-090-010, is zoned agricultural. The project site is 60.57 acres, and for the project will be a cultivation, transport-only distribution and manufacturing facility focused on cultivating quality cannabis biomass and manufacturing that biomass into packaged flower and pre-rolls. Any unused or residual biomass will be sold to extraction facilities through the regulated supply chain. The transport-only distribution license will be used to compliantly move the cultivated cannabis to the licensed Type N manufacturing premise, on the parcel, and then to a nearby full distribution center for testing, quality assurance, taxation and further movement through the regulated supply chain.

The trip generation of the project was developed in the On Site Transportation Review (OSTR) prepared for El Dorado County DOT dated September 3, 2021. In that report the following trip generation calculations shown in Table 1 were documented for both square footage as well as number of employees.

TABLE 1. TRIP GENERATION SUMMARY OF PROJECT, KSF* OR EMPLOYEES

| ITE Trip Generation Manual Trip Generation Period (110 Light Industrial) | ITE Trip Generation Rate per KSF GFA | KSF of Facility | Trips | Threshold Policy TC-Xe | Conclusion |
|--|---------------------------------------|--|-------|------------------------|--|
| daily | 4.96 | 2.44 | 12.1 | 100 | 12.1 < 100, traffic study not needed |
| a.m. peak hour | 0.70 | 2.44 | 1.7 | 10 | |
| p.m. peak hour | 0.63 | 2.44 | 1.5 | 10 | |
| ITE Trip Generation Manual Trip Generation Period | ITE Trip Generation Rate per EMPLOYEE | Max No. of EMPLOYEES (4 fulltime & 6 temp) | Trips | Threshold Policy TC-Xe | Conclusion |
| daily | 3 | 10 | 30 | 100 | 30 < 100 |

Source: El Dorado County DOT and PRISM Engineering. *KSF=1,000 square feet

It can be seen from Table 1 that the project will generate a maximum of 30 daily trips based on using the employee metric in the calculation. Since 30 trips is less than the 100 daily trips threshold set forth in the County's Policy TC-Xe, which if exceeded would trigger the need for a full traffic study instead of OSTR.

VMT Significance Determination

The California Office of Planning and Research (OPR) Technical Advisory provides this direction concerning the evaluation of impacts for Vehicle Miles Traveled (VMT) for a project:

Many local agencies have developed screening thresholds to indicate when detailed analysis is needed. Absent substantial evidence indicating that a project would generate a potentially significant level of VMT, or inconsistency with a Sustainable Communities Strategy (SCS) or general plan, projects that generate or attract fewer than 110 trips per day generally may be assumed to cause a less-than-significant transportation impact.

Per OPR's Technical Advisory, this determination is based on the following:

CEQA provides a categorical exemption for existing facilities, including additions to existing structures of up to 10,000 square feet, so long as the project is in an area where public infrastructure is available to allow for maximum planned development and the project is not in an environmentally sensitive area. (CEQA Guidelines, § 15301, subd. (e)(2)). Typical project types for which trip generation increases relatively linearly with building footprint (i.e., general office building, single tenant office building, office park, and business park) generate or attract an additional 110-124 trips per 10,000 square feet. Therefore, absent substantial evidence otherwise, it is reasonable to conclude that the addition of 110 or fewer trips could be considered not to lead to a significant impact.

This Memorandum details our findings of VMT transportation impacts based on trip generation of the project being estimated to be 30 trips per day (for 10 employees, the maximum total during seasonal harvest). This is based on a project description and site plan, as well as said / stated business operations (by applicant) for the cannabis farm cultivation project, and as detailed in the OSTR dated September 3, 2021. Our findings conclude that the project will generate "110 or fewer trips" per day, and in fact only will generate 30 or less trips per day.

Conclusion

The project does not have a significant impact on vehicle miles traveled or transportation impact.