

Proposal
to Develop Office Space
for the County of Humboldt
Department of Health and Human Services

Submitted by:
McKinleyville Community Collaborative
(dba McKinleyville Family Resource Center)

July 23, 2016



**McKinleyville
Family
Resource
Center**

Connecting the Community with Resources

Attachment 3

Location: 1450 Hiller Rd.
Mailing Address P.O.Box 2668
McKinleyville, CA 95519

Phone: 707-840-0905
Fax: 707-840-0906

Our website:
mckfrc.org

Board of Directors:

President:
Lesley Frisbee

Secretary:
Barbara Georgianna

Treasurer:
Jeff Brock

Directors:
Leanna Evans
Rodney Oien

Executive Director:

Hillarie Beyer

**McKinleyville
Community
Collaborative**
our parent
organization,
is a **501(c)3
Non Profit.**

Tax ID is:
68-0445130.

County of Humboldt
ATTN: Department of Health and Human Services
Department of Public Works

Re: Proposal for McKinleyville Office Space for DHHS

July 23, 2016

To Whom It May Concern:

My team and I have put together a very compelling approach to this project which we are happy to provide for your consideration. As you will see in the proposal, we have worked to create a facility that will serve staff, clients and members of the public and will meet the design and location requirements of the RFP, while remaining energy efficient, beautiful and cost effective.

As the Executive Director of the McKinleyville Family Resource Center, we have a clear understanding of the needs of DHHS and the clients it serves. It has been our intention from day one to be the partner organization in McKinleyville to DHHS as it makes the very important move to de-centralize service delivery; in fact, we will own and operate this facility while also being based there. This shared facility will be a key part of that partnership. We have taken a "life cycle" approach to the project, knowing that the money we invest into good quality materials and finishes, energy efficiency and renewable energy generation will save the County significant utility expense over the course of the lease and will be consistent with stated energy efficiency and other goals of the County.

This team includes:

- Humboldt Area Foundation, who will be one of the lead investors in the project with long-term patient capital.
- Greenway Partners, an Arcata based Project Management and Design firm, will lead the project through architectural and engineering design, planning and permitting and construction management.



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68-0445130.

I am confident that you will agree we have taken the right approach to this project and I look forward to meeting with you to discuss in person following your review.

I will be the primary point of contact for this project. You can reach me at:

P.O. Box 2668
McKinleyville, CA 95519
Phone (707) 840-0905
Fax (707) 840-0906
Email: beyer.mfrc@gmail.com

Thank you for your consideration,

A handwritten signature in blue ink, appearing to read 'Hillarie Beyer', is written over a horizontal line.

Hillarie Beyer
Executive Director
McKinleyville Family Resource Center

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4) PROPOSED SITE AND BUILDING

We are proposing a build to suit new facility that will be located on Hiller Road in McKinleyville. The 2.23-acre vacant site is directly southeast of the existing McKinleyville Family Resource Center. The site is gently sloping east to west with a new subdivision of single family and multi-family homes being constructed just south of the parcel. The site has southwestern aspect, which will enable renewable energy generation on site and support the growth of a vigorous and lush landscape. A community garden and playground will be located on the property and there is adequate room for the existing s.f. requirements and an expansion of at least 50% more s.f. if requested.

The clients who are accessing services will find the facility and grounds to be inviting and soothing, which may provide a counterpoint to stresses in their lives. We intend to provide a quiet, reflective space for clients and staff on the grounds of the facility, which will be developed around the on-site stormwater retention ponds and Low Impact Development features we will integrate into the parking and site. Walking paths from parking areas to the facility and interwoven through the site will be well lit with LED bollard lighting that will ensure safe passage, but won't be intrusive to either neighbors or the site.

Visitors and employees will enter the property via an easement across Hiller Road frontage lots-. The site is a part of the McKinleyville Town Center Plan that the County, members of the McKinleyville community and landowners have set in motion. Upon completion of that process (which is imminent) the parcel will be zoned MU making this facility use Principally Permitted.

Highway 101 lies ½ mile to the west with on ramps and off ramps at School Road, 1 mile south and Murray Road 1.2 miles north. Major arterial streets are Central Avenue and McKinleyville Avenue; Central Avenue is 0.3 miles (a 6-minute walk) to the east of the site and McKinleyville Avenue is 0.2 miles (a 4-minute walk) to the west of the site. The closest Public Transportation, the RTS bus line, is a 7-minute walk (0.4 miles) to the east on Central Avenue. The Mid-Town Trail runs across the property along the eastern boundary and will provide non-motorized access to the property.

Parking will be located at the front and side of the building and will meet the Humboldt County Code, which is 1 spot for every 300 s.f. plus 1 per employee. While this parking area is significant we will design it to incorporate the LID standards required by the County's newly adopted Stormwater Regulations. Adequate downcast lighting will be installed for security.

We have taken the approach of creating a village concept under one roof that will enable the privacy, security and collaboration necessary to provide services to clients effectively. This design concept minimizes massing and creates visual interest and curb appeal. We have oriented the “village” around a central courtyard with pastoral views to the west and natural views of the retention pond, wetland enhancements and landscape that will be planted on site. The attached exhibit highlights the floorplan, materials and finishes schedule, elevations and a site plan.

5) EXPANSION PLANS

The facility and infrastructure will be designed to accommodate future growth. The site has adequate room for expansion, which could be designed to fit the existing building design (single floor) by building south and west of the existing building footprint. This could increase the developed s.f. by another 50% over the existing footprint. The dashed lines on the site plan indicate where some expansion could occur, although more is possible.

6) DESCRIPTION OF PROPOSER

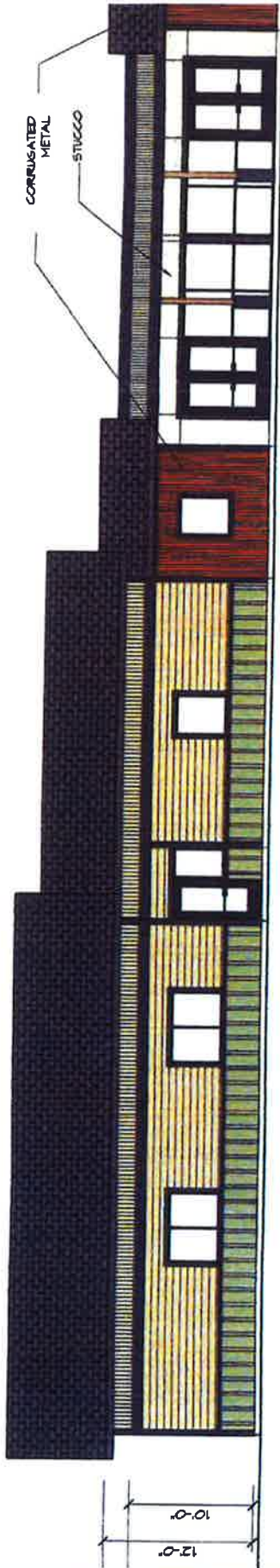
The project team includes individuals and companies that have a history of successful partnerships, services, and projects in Humboldt County.

McKINLEYVILLE FAMILY RESOURCE CENTER

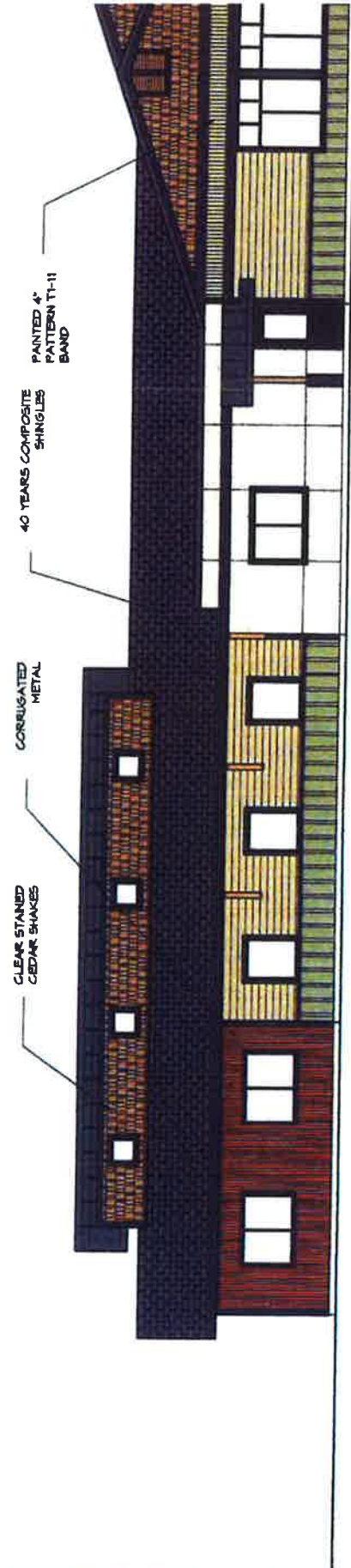
We will be the on-site owner and operator of the facility. We have brought in an investor and a team to complete the project. MFRC is a community partner with the DHHS in meeting the needs of clients and that partnership will be enhanced dramatically by co-location in a new facility.

PROJECT MANAGEMENT AND DESIGN-GREENWAY PARTNERS

Our team will be led by Greenway Partners, an Arcata based project management, design and engineering firm. Kirk Cohune, a Principal and Project Manager will lead our project and will manage the work of Architect Philippe Lapotre and all other staff involved in the design, planning, entitlements and engineering required for the project. Greenway will manage all design in house or with sub-contractors (structural, electrical and mechanical, see section 9 below).



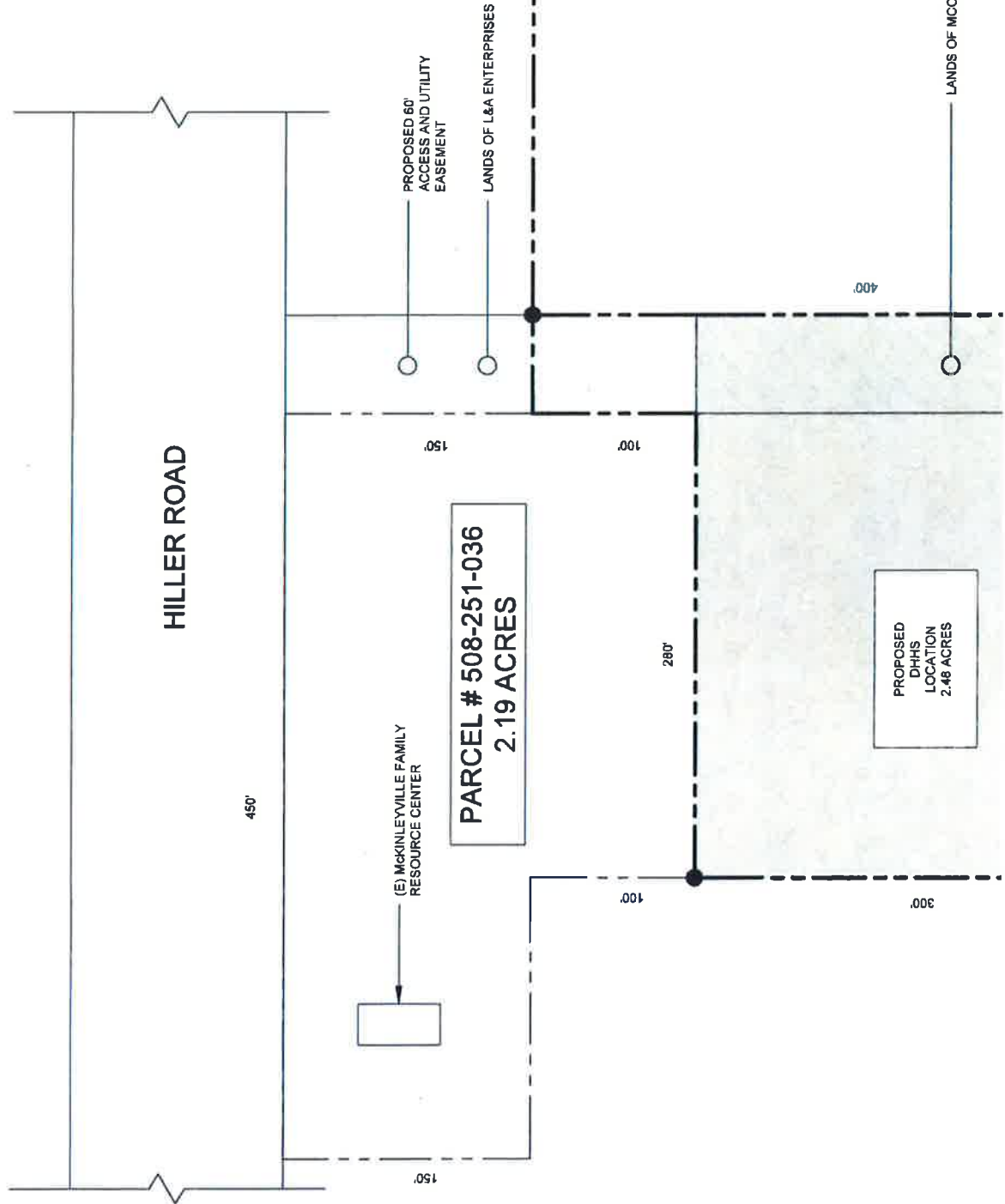
SOUTH ELEVATION



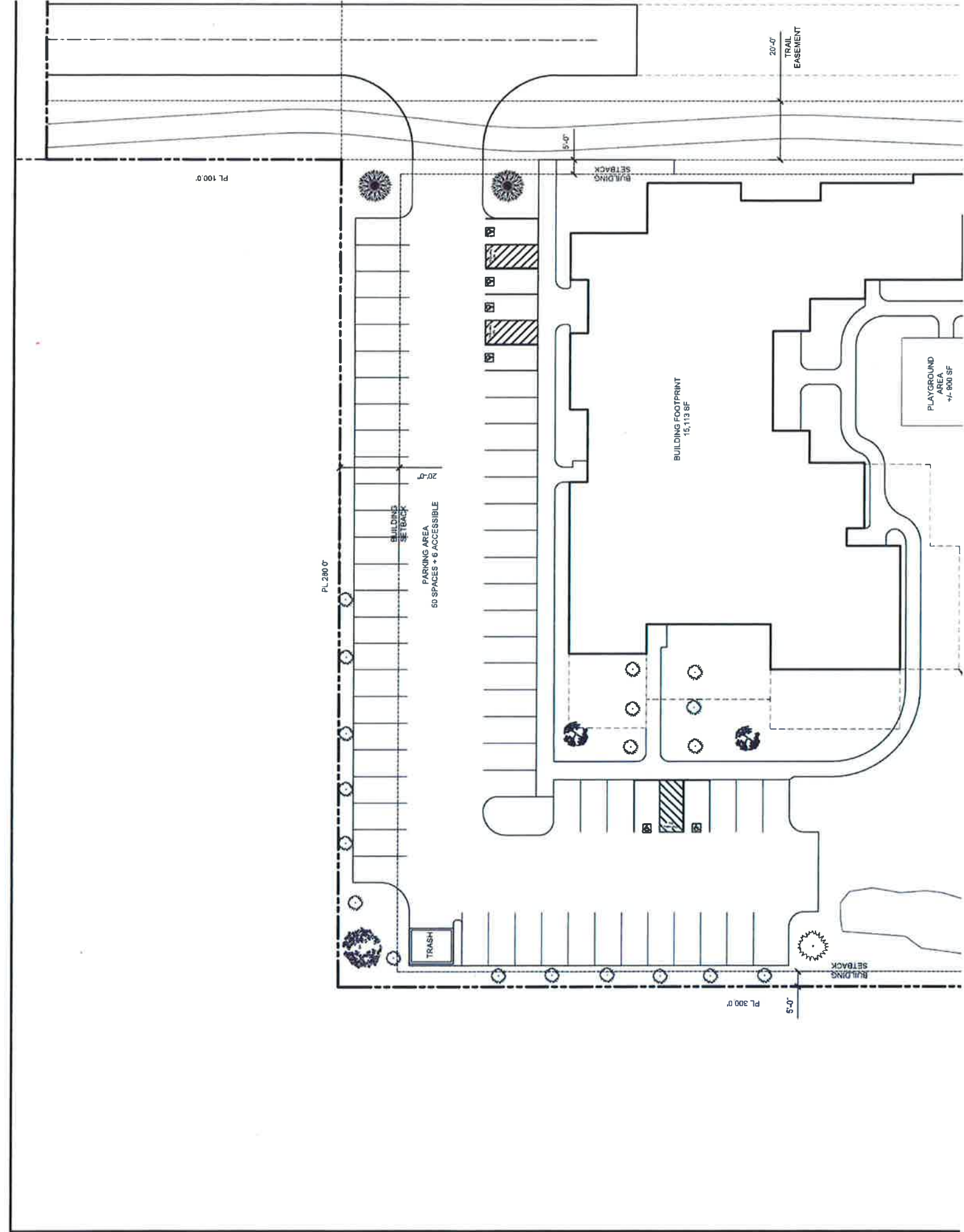
EAST ELEVATION

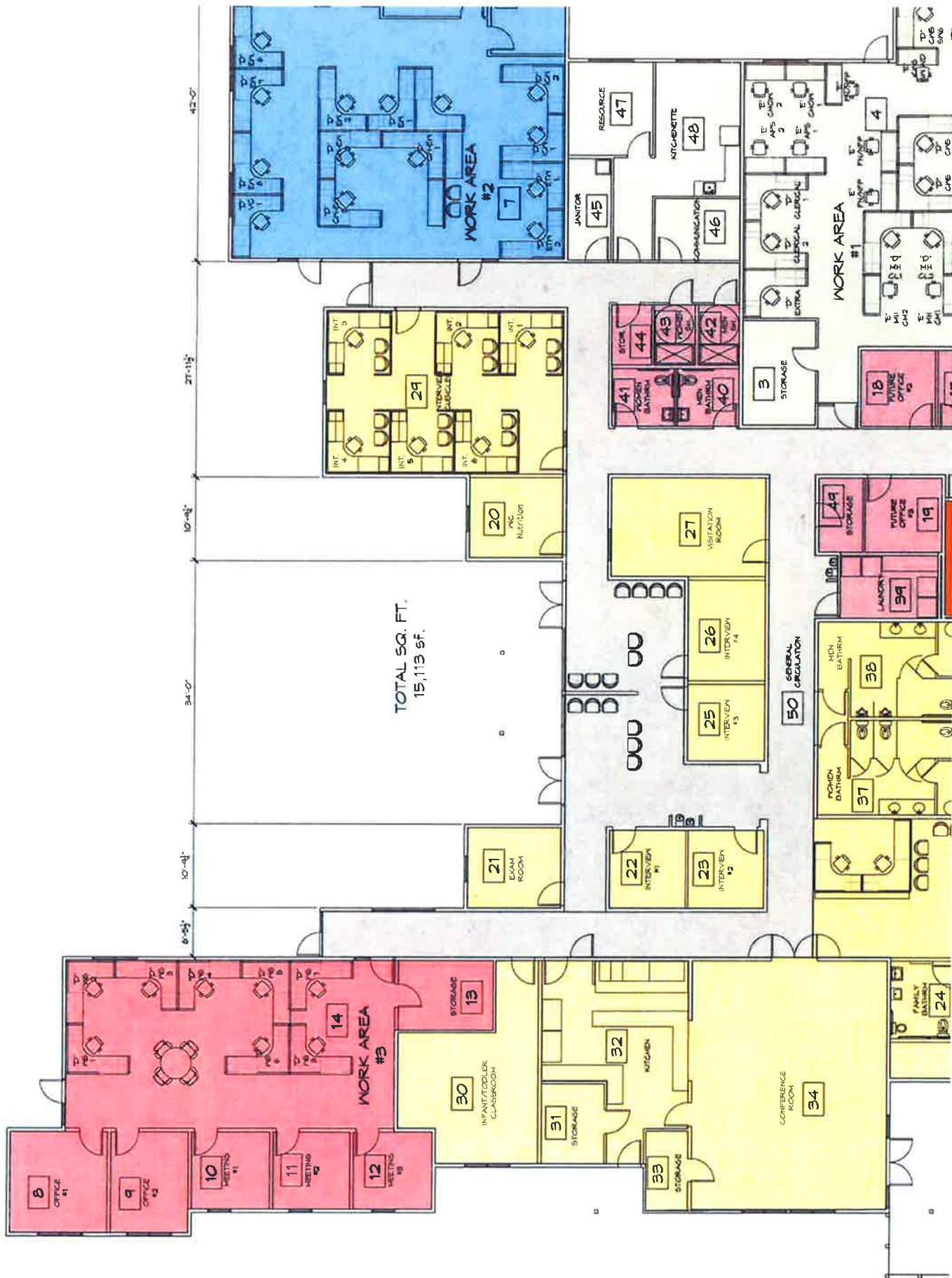


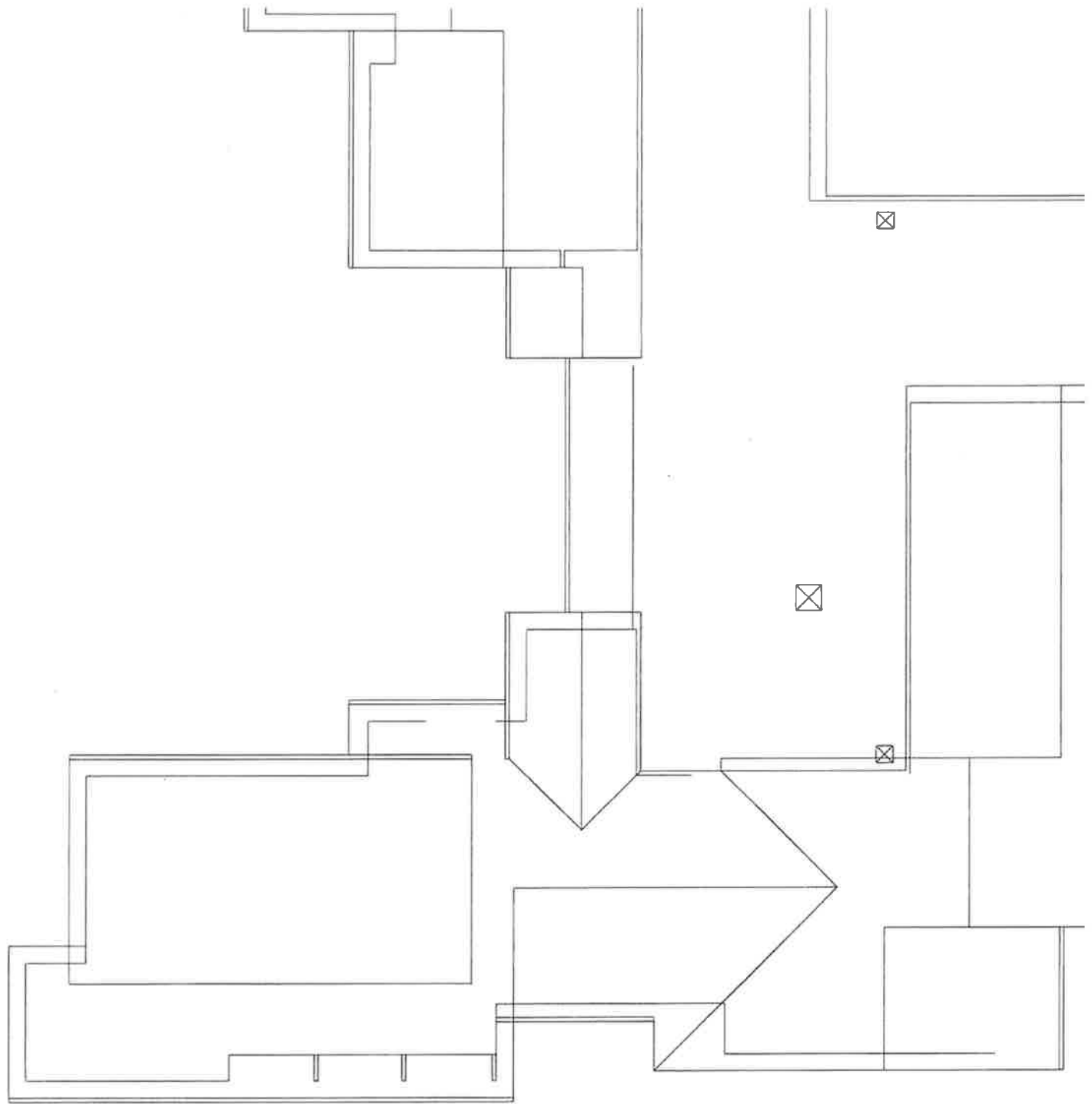
NORTH ELEVATION



PA







MCKINLEYVILLE FRC - INTERIOR FINISH SCHEDULE

NO.	ROOM NAME	ROOM TYPE	SQ FT	FLOORING	WALL			CEILING		
				FINISH	ACOUSTIC RATING	MATERIAL	WALL BASE	FINISH	MATERIAL	HEIGHT
WORK AREA #1										
1	SUPERVISING MH CLINICIAN	TYPE B - OFFICE	138	VT-1/(C-1)	II - STC50	G.B.	RB-1	PT-1	ACT-2	8'-0"
2	CWS SUPERVISOR	TYPE B - OFFICE	138	VT-1/(C-1)	II - STC50	G.B.	RB-1	PT-1	ACT-2	8'-0"
3	STORAGE	STORAGE	129	VT-1	N/A	G.B.	RB-1	PT-1	ACT-1	8'-0"
4	SHARED OPEN OFFICE	OPEN	1,627	VT-1/(C-1)	N/A	G.B.	RB-1	PT-1	ACT-1	9'-0"
WORK AREA #2										
5	ETW OR ICW SUPERVISOR	TYPE B - OFFICE	140	VT-1/(C-1)	II - STC50	G.B.	RB-1	PT-1	ACT-2	8'-0"
6	CAL FRESH/MEDICAL SUPER.	TYPE B - OFFICE	131	VT-1/(C-1)	II - STC50	G.B.	RB-1	PT-1	ACT-2	8'-0"
7	SHARED OPEN OFFICE	OPEN	1,482	VT-1/(C-1)	N/A	G.B.	RB-1	PT-1	ACT-1	9'-0"
WORK AREA #3										
8	STAFF 1	TYPE A - OFFICE	167	VT-1/(C-1)	II - STC50	G.B.	WD	PT-1	G.B./ACT-2	9'-0"
9	STAFF 2	TYPE B - OFFICE	130	VT-1/(C-1)	II - STC50	G.B.	RB-1	PT-1	ACT-2	8'-0"
10	MEETING ROOM 1	TYPE C - OFFICE	100	VT-1/(C-1)	II - STC50	G.B.	RB-1	PT-1	ACT-2	8'-0"
11	MEETING ROOM 2	TYPE C - OFFICE	100	VT-1/(C-1)	II - STC50	G.B.	RB-1	PT-1	ACT-2	8'-0"
12	MEETING ROOM 3	TYPE C - OFFICE	102	VT-1/(C-1)	II - STC50	G.B.	RB-1	PT-1	ACT-2	8'-0"
13	STORAGE	STORAGE	110	VT-1	N/A	G.B.	RB-1	PT-1	ACT-1	8'-0"
14	SHARED OPEN OFFICE	OPEN	921	VT-1/(C-1)	N/A	G.B.	RB-1	PT-1	ACT-1	9'-0"
ADMINISTRATION										
15	SITE MANAGER	TYPE A - OFFICE	184	VT-1/(C-1)	II - STC50	G.B.	WD	PT-1	G.B./ACT-2	9'-0"
16	ANALYST	TYPE C - OFFICE	96	VT-1/(C-1)	II - STC50	G.B.	RB-1	PT-1	ACT-2	8'-0"
PUBLIC SERVING AREAS										
20	WIC NUTRITION AID	TYPE B - OFFICE	120	VT-1/(C-1)	II - STC50	G.B.	RB-1	PT-1	ACT-2	8'-0"
21	EXAM ROOM	EXAM ROOM	120	SV-1	II - STC50	G.B.	RB-1	PT-1	ACT-1	8'-0"
22	INTERVIEW 1	TYPE C - OFFICE	100	VT-1/(C-1)	II - STC50	G.B.	RB-1	PT-1	ACT-2	8'-0"
23	INTERVIEW 2	TYPE C - OFFICE	100	VT-1/(C-1)	II - STC50	G.B.	RB-1	PT-1	ACT-2	8'-0"
24	FAMILY RESTROOM	RESTROOM	84	CT-1	III - STC45	G.B./CT-3	CT-3	PT-1	G.B.	9'-0"
25	INTERVIEW 3	TYPE C - OFFICE	100	VT-1/(C-1)	II - STC50	G.B.	RB-1	PT-1	ACT-2	8'-0"
26	INTERVIEW 4	TYPE C - OFFICE	100	VT-1/(C-1)	II - STC50	G.B.	RB-1	PT-1	ACT-2	8'-0"
27	VISITATION ROOM	VISITATION	275	VT-1/(C-1)	II - STC50	G.B.	WD	PT-2	G.B./ACT-2	9'-0"
28	KIDS PLAY AREA/GENERAL	OPEN	940	VT-1/(C-1)	N/A	G.B.	RB-1	PT-1	ACT-1	9'-0"
29	INTERVIEW CUBICLES	OPEN	652	VT-1/(C-1)	N/A	G.B.	RB-1	PT-1	ACT-1	9'-0"
30	INFANT/TODDLER CLASSRM	CLASSROOM	447	VT-1	III - STC45	G.B.	WD	PT-2	G.B./ACT-2	9'-0"
31	STORAGE	STORAGE	84	VT-1	N/A	G.B.	RB-1	PT-1	ACT-1	8'-0"
32	KITCHEN DEMO ROOM	KITCHEN	378	SV-1	III - STC45	G.B.	RB-1	PT-1	G.B./ACT-2	9'-0"
33	STORAGE	STORAGE	58	VT-1	N/A	G.B.	RB-1	PT-1	ACT-1	8'-0"
34	LARGE CONFERENCE ROOM	CONFERENCE	812	VT-2	II - STC50	G.B.	WD	PT-1	G.B./ACT-2	10'-0"
35	SMALL CONFERENCE ROOM	CONFERENCE	410	VT-1	II - STC50	G.B.	WD	PT-1	G.B./ACT-2	10'-0"
36	LOBBY	LOBBY W/RECEPTION	536	CT-2	III - STC45	SP-1/GB	T-1	PT-2	G.B./ACT-2	10'-0"
37	WOMEN'S RESTROOM	PUBLIC RESTROOM	208	CT-1	III - STC45	G.B./CT-3	CT-3	PT-1	G.B.	9'-0"
38	MEN'S RESTROOM	PUBLIC RESTROOM	208	CT-1	III - STC45	G.B./CT-3	CT-3	PT-1	G.B.	9'-0"
SHARED USE AREAS (NON-PUBLIC)										
17	OFFICE 1 (FUTURE NEEDS)	TYPE C - OFFICE	96	VT-1/(C-1)	II - STC50	G.B.	RB-1	PT-1	ACT-2	8'-0"
18	OFFICE 2 (FUTURE NEEDS)	TYPE C - OFFICE	96	VT-1/(C-1)	II - STC50	G.B.	RB-1	PT-1	ACT-2	8'-0"

CONSTRUCTION

Greenway will be the construction manager for the project and will manage the procurement process for all phases of the project including construction. Greenway has decades of combined construction management experience working across multiple sectors of the construction industry. They will be responsible for putting the project out to bid and ensuring compliance with prevailing wage rules and other requirements of the project. They will then manage the contractor and sub-contractors throughout the entire construction process.

7) DESCRIPTION OF QUALIFICATIONS

Our team has worked on numerous local and regional development projects within the past five years. The following is a short list of examples of similar projects.

McKINLEYVILLE FAMILY RESOURCE CENTER

- Program Planning for The Center at McKinleyville 2014 to present
- Operate county-wide home visiting program 8 years (\$75,000 annual funding from CAPIT and \$19,000 annually from Children's Trust Fund)
- Provide community based services for County since 2007, including Child Welfare Differential Response services, CalFresh outreach and enrollment, and CalWORKS sanctioned client outreach

GREENWAY PARTNERS: DESIGN, ENGINEERING, PLANNING, PROJECT MANAGEMENT, FINANCE

- Sequoia Park Zoo-Watershed Heroes-\$3.4 M new exhibits and infrastructure
- Arcata Fire District-Downtown Arcata Fire Station-\$1.6 M modernization and structural retrofit of existing historical building
- Arcata Fire District-McKinleyville Fire Station-\$1.65 M new facility
- McLean Foundation-Fortuna Community Center-\$5 M new facility
- California Coastal Commission-Tenant Improvements-\$400,000
- Arcata Technology Center Partners, LLC-126 KW Solar PV Array- \$500,000

PHILIPPE LAPOTRE ARCHITECT: ARCHITECTURE

- Bayfront One - \$2.6 M
- Veterans Administration - \$4.8 M Renovation
- Coast Central Credit Union, McKinleyville - \$4.5 M

- Public Defender's Office
- Fishermen's Terminal, Eureka, \$3.1 M
- Lucky Seven Casino and Hotel, Smith River, \$25 M

8) ASSIGNMENTS

The following team members and staff are assigned to this project.

McKinleyville Family Resource Center



Hillary Beyer
Executive Director

Hillary has been the Executive Director of the McKinleyville Community Collaborative (McKinleyville Family Resource Center) since 2010.

Her ability to unite people behind a common vision of a safe, healthy, connected community has helped Hillary to bring people together from community based organizations, churches, businesses, and government to create projects that improve community life, including the program planning for The Center at McKinleyville.

Hillary approaches community issues with a sense of possibility and is not afraid to try something that has not been done before. In addition to creating new opportunities and projects, Hillary's innovative efforts have brought over \$1,000,000 of outside foundation funding to organizations in McKinleyville in the last three years.

Hillary has 13 years of experience in family strengthening work and a B.A. in Social Work from Humboldt State. She is originally from Bakersfield and moved to Humboldt County 19 years ago. She lives in McKinleyville with her husband and two daughters.

GREENWAY TEAM



Kirk Cohune
*Principal and
Project Manager*

As a Founder and Principal at Greenway, Kirk has successfully led dozens of projects across multiple disciplines. His effectiveness as a Project Manager stems from his ability to understand and convey sometimes complex, technical details to clients, project teams and regulatory agencies. He believes honest, clear communication is key to successful outcomes and he invests time at the front end of every project to ensure that a common vision and road map is shared by all project stakeholders. Kirk will be the Project Manager working in tandem with Hillarie Beyer and overseeing the work of Greenway staff, partners, and sub-contractors.



Matt Grosjean
*Designer and
Project Manager*

Matt has over 23 years of experience in Design, Engineering and Project Management in the commercial, industrial and residential arenas. His professional career has been developed around significant building projects in Central and Northern California. Matt's experience is grounded in the processes needed to complete a building project from beginning to end, including architectural design, design team/subcontractor management, permitting, appropriating bid and contract documents, contract negotiation, project budgeting, and construction management. Matt is a Partner at Greenway and as Vice President of Design and Construction Services, he will co-lead design with Philippe Lapotre and will manage the design process. Further, he will oversee all construction management including process, budget and construction administration.



Philippe Lapotre
AIA Architect

Licensed from the Beaux-Arts School of Architecture Paris-La Villette, Paris, France, in 1986, Philippe has been working in Humboldt County since 1987. After four years as a partner with Stockness-Lapotre Architecture and Planning, he became a California Licensed Architect in March of 1992 and started Philippe Lapotre Architects. Philippe will be the Architect of Record for the project and has collaborated on design with Greenway on a number of projects.



Steve Salzman, PE
*Principal and
Lead Engineer*

A Registered Professional Engineer licensed to practice in California, with over 24 years of professional experience in the fields of civil engineering, environmental engineering, and integrated waste management, Steve has worked in the public sector of State and local City governments and in the private sector as a consulting engineer. Steve is a Principal at Greenway Partners, and Vice President of Engineering Services. Steve will serve as Lead Engineer on the project and will manage design of all grading, drainage, infrastructure, roads, parking and site requirements.



Nate Sanger, PE
Project Engineer

Nate Sanger is a Registered Professional Engineer licensed to practice in California, with over 6 years of professional experience in the fields of civil engineering, environmental engineering, and alternative energy development. Nate will serve as a site civil designer and will manage the stormwater design and permitting requirements of the project.



Sara Demetroff
Energy Manager

Sara has a B.S. in Interior Design from The Ohio State University, and holds several energy related certificates, including a National Board of Certified Energy Practitioners certificate for photovoltaic system design and project implementation. She works to improve efficiency, comfort, health and safety of the built environment and is experienced in renewable energy and energy efficiency design and best practices. She takes account of the complete building systems, the life-cycle of equipment and materials selected, and the goals and intentions of the users. She will work as an Energy Systems designer on the project.



Chris Schinke
*Construction
Services Coord.*

As Construction Services Coordinator with Greenway Partners, Mr. Schinke applies his technical skills and knowledge of the building trades to ensure efficient and timely completion of the projects he is assigned to. With over 30 combined years of experience in various building and manufacturing trades, Mr. Schinke is quick to adapt to any situation during the course of a project. He will work as a drafter and designer and also as a construction manager during the construction of the project.

9) OTHER RESOURCES

The project team will employ subcontractors for specialty services. These include geotechnical studies and foundation engineering, structural engineering, mechanical engineering, and electrical engineering.

SHN CONSULTING



SHN will be hired for their Geotechnical services. SHN has been working in Northern California since 1979. Their geosciences staff includes engineering geologists, registered geologists and geotechnical engineers licensed in both California and Oregon. Several staff members have over 30 years of experience in the region. This experience allows SHN to successfully complete all geoscience aspects of a wide range of projects, from the initial diagnosis and investigation phases, through analysis and design of mitigation. Their clients often benefit, with a savings of time and money, because of their staff's expertise and ability to efficiently identify the best approach to completion of complex projects. SHN uses a combination of traditional, time tested field and analytical methods and state of-the-art tools and laboratory testing procedures to achieve project goals.

SHN's geoscience services include: Fault Investigations, Forestland Geomorphology, Forestland and Rural Road Assessments, Geohazard Investigations, Geologic Mapping, Landslide Investigations, Quarry Assessment/ Asbestos Analysis, Subsurface Characterization, Deep Foundation Systems, Erosion Protection/Slope Stabilization, Grading Inspection & Control, Liquefaction Potential, Pavement Section Designs, Retaining Walls, Rock & Soil Anchors, Soils Engineering & Foundation Design, Subdrainage Analysis & Design, and Unstable Slope/Complex Site Mitigation.

NORMAN SCHEEL STRUCTURAL ENGINEERING



Norman Scheel Structural Engineering will be hired for structural engineering services. This Sacramento based company has over 20 years of engineering experience and is registered in all 50 states.

My company has been established in the Sacramento area for 20 years. I have current Civil and/or Structural Engineering registrations in all 50 states. I am also a California licensed general contractor. I have a staff of 15 people with 3 registered engineers. Our engineering services include structural design and construction observation of hotels, senior living centers, light commercial buildings and mixed use, single and multi-

family residential, custom homes and production housing. We have also been involved in several solar panel installations and retrofit designs.

Value Engineering

Economical design options

Efficient use of materials

Structural Observations

Construction administration

Peer review

Design for code review

Structural Design

Light frame wood construction

Post tension slab foundation design

Roof and floor truss design

Steel

Concrete

Panelized Housing

I have 36 years of experience as a registered engineer, 25 years as a California Structural Engineer. At Gang Nail Systems (10 years), I was chief structural engineer where we provided engineering designs and pioneered development of metal plate connected wood trusses. At Truss-Com (8 years), I was the engineer for several company owned truss fabrication plants.

In SEAOC, I am a member of the college of fellows. I have served as the local section's board member and president, as well as the state associations board member and code committee delegate and chairman. I have been involved in code development as a SEAOC representative attending ICBO hearings and as a representative of NCSEA at the ICC structural committee hearings during the development of the IBC.

Education:

Degree: B.S. Civil Engineering

School: University of Texas

Location: Austin Texas

Graduation Year: 1966

Professional Affiliations

Structural Engineering Association of California (SEAOC)

American Society of Civil Engineers (ASCE)

American Concrete Institute (ACI)

American Institute of Steel Construction (AISC)

Truss Plate Institute (TPI)

Norman J Scheel, P.E., S.E., F.SEAOC, F ASCE

FRONTIER CONSULTING ENGINEERING



Frontier Consulting Engineering will be hired for mechanical engineering services. Ben Abrahamsen founded the company in 2011 as Abrahamsen Engineering. In 2012, he began developing relationships in the construction community and completing design projects for various clients in the area.

Frontier works with a variety of clients, including institutional, industrial, commercial, educational, healthcare, and hotels and listens to their needs and providing design services that meet or exceed their expectations. Services Frontier provides includes: HVAC and Plumbing System Design, Commissioning Services, Energy Analysis, Feasibility Studies, and Title 24 Compliance.

PACE ENGINEERING



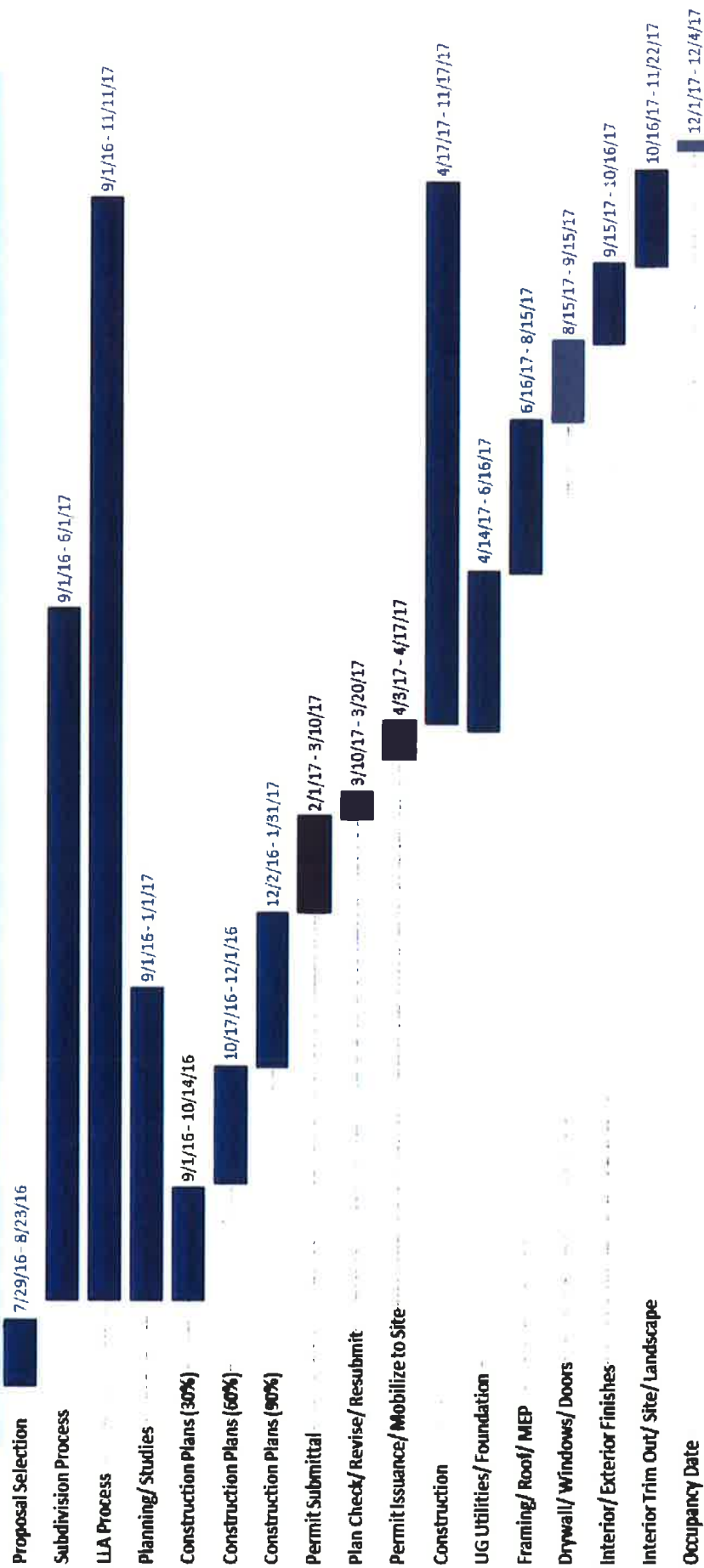
PACE Engineering's registered Professional Electrical Engineers will be hired to provide electrical engineering services. PACE Engineering is a full-service engineering firm specializing in water and wastewater facilities, land development, structural, electrical, geotechnical, surveying and mapping, and other aspects of civil engineering.

Their full range of services includes master planning and feasibility studies; final design with associated special services; construction administration; and construction observation. They have proudly served the North State community since 1976. They are affiliated with profession organization such as Institute of Electrical and Electronics Engineers, IEEE Industry Application Society, and Member NFPA.

Pace has experience in Water and Wastewater Treatment, Power Distribution, Motor Control Systems, Standby Emergency Generator Systems, Variable Speed Drive Control Systems, Buildings -- Industrial and Commercial, Energy Management Applications, Lighting System Design, Power Quality Investigation, Electrical and Controls Troubleshooting, Electrical System Coordination, Electrical Inspections, Wireless and Hardwired Communications, Computer Based Hardware Design, Computer Application Software Programming, and Automated Control System Hardware and Software.

10) SCHEDULE

2016 07 09 11 2017 03 05 07 09 11 2017



11) COST PROPOSAL

The proposed costs are based on a brand new build to suit facility that meets the County programming requirements expressed in the RFP. Further, we have taken a Life Cycle Cost approach to this project; by providing a facility that uses as little energy as possible in operations we will reduce monthly utility costs to the County significantly. Lastly, we are specifying materials and finishes that exceed the County specifications for durability and sustainability. This will result in a more efficient, comfortable and durable building that will need fewer repairs and less maintenance. These are key considerations for a tenant looking to extend a lease past the initial 10 year term. Lastly, being selected will allow our team to work with County DHHS and Public Works staff to tighten design, strengthen architectural programming and eliminate extra project cost. This could reduce the monthly cost to the County significantly.

LEASE COST-BASIS

Design and Pre-Development	\$540,000
<ul style="list-style-type: none"> • A/E/Planning • Civil • Mechanical • Electrical • Structural • Geotechnical 	
Development Fees and Expense	
PG and E	\$35,000
County Planning and Building	\$30,000
McKinleyville Community Services District	\$ 7,500
Lease Broker	\$ 60,000
Landlord Work to Prepare Facility	\$3,444,121
Tenant Improvement Work	\$1,558,089
Total Construction Cost with 10% Contingency	\$5,406,210
Total Project Cost	\$6,078,000

PROPOSED MONTHLY COSTS

10-Year Lease Terms:

- \$5.93 per s.f. for 15,113 s.f. or monthly rent of \$89,620.09.
- First 5 year option-Market Rent
- Second 5 year option-Market Rent

20-Year Lease Terms:

- \$3.51 per s.f. for 15,113 s.f. or monthly rent of \$53,046.33.

MONTHLY OPERATING EXPENSES

Debt Service (10 Year Amortization)	\$69,000
Insurance	\$4,000
Janitorial	\$5,000
Operating Reserve	\$1,000

OTHER LEASE TERMS

These bullets represent areas that are unclear in the Sample Lease and need further clarification and negotiation should the MFRC be selected to move forward into discussions.

- The annual adjustment shall be Consumer Price Index San Francisco Bay Area.
- Any paragraph where there are blank areas that need to be completed.
- Paragraph 1.3 where phrasing holds owner to completing construction regardless of financing
- Paragraph 2.1 where term is set at 10 years.
- Paragraph 2.4 where delay in commencement needs to be clarified
- Paragraph 2.5.2.1 where rent is determined for first option to extend.
- Paragraph 2.5.2.2 where rent is determined for second option to extend.
- Paragraph 2.5.3.2 Exercise of First Option
- Paragraph 2.5.3.2 Exercise of Second Option
- Paragraph 2.6 Termination by Tenant
- Paragraph 4.3 Rental Rate Adjustment
- Paragraph 4.4 Rental Credit
- Paragraph 6.1 Tenant to Pay Utilities (especially relative to solar panels and other energy saving devices may be added later)
- Paragraph 11.10 Date of Payments
- Article 14 Subordination
- Article 15 Environmental Representations where caused by County
- Paragraph 20.2 Tenant's Remedies on Landlord's Default

12) REFERENCES

GREENWAY PARTNERS

- Sequoia Park Zoo Foundation, Chuck Dominick (707) 441-4263
- Arcata Fire Protection District, Justin McDonald (707) 425-2000

PHILIPPE LAPOTRE ARCHITECT

- Lucky 7 Casino, Terry Westrick (707) 465-4051
- Coast Central Credit Union, Dean Christensen (707) 445-2005

13) BUSINESS STRUCTURE OF PROPOSER

This project will be developed, owned and operated by McKinleyville Family Resource Center (MFRC), an incorporated 501(c)(3) organization.

14) FINANCING

The financing for the project will be provided by three entities:

- Redwood Capital Bank will provide 75% Loan to Value lending for construction and take out financing (mortgage).
- AEDC will provide 15% second position loan using local investment capital
- Humboldt Area Foundation will provide a 10% investment

Letters of Interest/Commitment by all three entities are attached.



July 26, 2016

McKinleyville Family Resource Center
Humboldt Area Foundation
Attn: Hillarie Beyer
P.O. Box 2668
McKinleyville, CA 95519

Dear Hillarie:

Thank you for inquiring with Redwood Capital Bank regarding a loan to construct an office building for lease to the County of Humboldt.

This letter represents our expression of interest for the proposed loan, and is not a commitment, loan approval, nor is it intended to be inclusive of all terms and conditions. This proposal contains confidential information and is intended for your use only.

Loan #1 Construction:

Borrower:	LLC to be formed
Guarantors:	McKinleyville Family Resource Center Humboldt Area Foundation
Amount & Purpose:	\$4,500,000 (75% of appraised value) to construct an office building for lease to the Humboldt County Department of Health & Human Services
Collateral:	1 st Deed of Trust & Assignment of Rents on property located at McKinleyville, CA (address to be determined)
Interest Rate:	Redwood Capital Bank's Reference Rate (RR) plus a margin of 1.0% (currently 5.0%), fully variable and adjusted on a daily basis upon any changes in the noted index.
Repayment Terms:	12-months of interest only payments with principal due at maturity
Prepayment Penalty:	5% exit fee on the balance of the loan if take-out financing is provided by another lender.

Loan Costs: Loan Fee of \$22,500 (.50% of the loan amount)
All other associated third party costs including appraisal, title, environmental report, etc.

Loan #2 Take Out:

Borrower: LLC to be formed

Guarantors: McKinleyville Family Resource Center
Humboldt Area Foundation

Amount & Purpose: \$4,500,000 for the take-out of Loan #1

Collateral: 1st Deed of Trust & Assignment of Rents on property located at McKinleyville, CA (address to be determined)

Interest Rate: Start rate will be based on the 5-year T-Bill index in effect at the time loan documents are prepared (currently 1.15%) plus a margin of 3.000% (currently equivalent to 4.15%). Thereafter, the interest rate will adjust every 5-years to the 5-year T-Bill index plus a fixed margin of 3.000%.

Term: 10 or 20 years (to match the term of the lease)

Repayment Terms: Monthly principal & interest payments

Prepayment Penalty: 5 years starting at 5% declining 1% per year with 20% allowable principal reduction annually without the prepayment penalty going into effect.

Loan Costs: Doc Fee of \$250
All other associated third party costs

Conditions:

- Formal approval from Redwood Capital Bank.
- Evidence of hazard and liability insurance.
- Acceptable appraisal on the subject property
- Maximum loan-to-value of 75% of the appraised value
- Maximum 75% loan-to-cost
- Maintain a Debt Coverage Ratio of 1.25:1
- Satisfactory review of environmental report.
- Satisfactory review of lease; lease term to match loan term.
- Subject to flood insurance if the property is located in an identified flood hazard zone.
- All taxes, as owed, shall be paid prior to or at the time the loan is made.
- Submission of annual updated financial information and tax returns.
- All necessary and required governmental approvals (plans, permits, etc.)

The information provided herein is for informational purposes only and is not to be construed as a final approval commitment by Redwood Capital Bank. Loan approval would be conditioned upon a satisfactory review of all information provided such as the appraisal, financial information, environmental reports, etc.

Thank you for allowing Redwood Capital Bank the opportunity to consider and issue this expression of interest letter for your financing needs. We look forward to working with you and if you have any questions, please call me direct at 444-9825.

Sincerely,

A handwritten signature in blue ink that reads "Daniel R. Haskins". The signature is stylized with a large initial "D" and a flourish at the end.

Dan Haskins
Vice President



Small Business Lending Center

AEDC provides loans and support to entrepreneurial, innovative business and community endeavors.

707 K Street, Eureka, CA 95501 707.798.6132 707.798.6130 fax www.aedc1.org

July 18, 2016

Hillarie Beyer
McKinleyville Family Resource Center
1450 Hiller Road
P.O. Box 2688
McKinleyville, CA 95519

Re: Construction of \$6M Family Resource Center

Dear Hillarie,

AEDC (Arcata Economic Development Corporation) plans to be a part of the community lending team that will fund the construction and permanent financing of the proposed \$6,000,000 McKinleyville Family Resource Center. It is our intention to fund our portion of the project through various sources available to AEDC including but not limited to; AEDC revolving Fund, Headwaters Fund, Humboldt Area Foundation, and possible private community investment.

Breakdown of Proposed Project:

\$ 4,500,000	75%	1 st loan Redwood Capital Bank
\$ 900,000	15%	2 nd loan AEDC
\$ 600,000	10%	Equity – Family Resource Center

\$ 6,000,000 100% Project Total

The final loan amount and rate & terms would be determined after the loan has been underwritten and approved by both lenders.

Please feel free to contact me if you have any questions regarding our participation in this project.

Sincerely,

Ross Welch
Executive Director





HUMBOLDT AREA
FOUNDATION

May 19, 2016

Ms Hillarie Beyer
McKinleyville Family Resource Center
1450 Hiller Road
McKinleyville CA 95519

Dear Hillarie,

This is to confirm our discussions that Humboldt Area Foundation has a strong interest in providing a \$600,000 investment as part of the proposed \$6,000,000 McKinleyville Family Resource Center. We understand that you have indications of interest from Redwood Capital Bank and Arcata Economic Development ("AEDC") for the balance of the funds.

Our participation is subject to our review as satisfactory the complete terms and conditions of the final RFP including the final terms of the lease with the County of Humboldt, as well as negotiation of the definitive investment terms, the participation of AEDC, and the approval of the board of directors of Humboldt Area Foundation.

We are excited about your leadership in this project and wish you success in this endeavor.

With kind regards,

A handwritten signature in black ink, which appears to read "Patrick Cleary".

Patrick Cleary
Executive Director

cc: Greenway Partners

15) OWNERSHIP

The MFRC has committed to a Purchase Option for the Subject Property with Anne Pierson, owner of L and A Enterprises, the current owner. This Purchase Option will be executed upon selection by the County. It is attached here.

VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. Form VLPA, Revised 11/14)

Miller Rd Land

Property Address: A 115,000 square foot portion of APN 508-251-55, McKinleyville, CA 95519 Date: March 1, 2016

- F. **BALANCE OF DOWN PAYMENT OR PURCHASE PRICE** in the amount of \$
to be deposited with Escrow Holder pursuant to Escrow Holder Instructions.
- G. **PURCHASE PRICE (TOTAL):** \$ 244,800.00
- 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 30) 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 90) 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 30) 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 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.

Buyer's Initials (HD) ()

Seller's Initials () ()

VLPA REVISED 11/14 (PAGE 2 OF 11)

VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 2 OF 11)

Produced with zipForm® by zip,logix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

Eller Rd Land:



Property Address: A 115,000 square foot portion of APN 508-251-55, McKinleyville, CA 95519 Date: March 1, 2016

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 checked="" type="checkbox"/> Addendum # <u>1</u> (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 Inspection Advisory (C.A.R. Form BIA) |
| <input type="checkbox"/> Probate Advisory (C.A.R. Form PAK) |
| <input checked="" 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 type="checkbox"/> Other |

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 _____.
- (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 split equally.
- (b) Escrow Holder shall be a reputable company.
- (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 split equally.
- (b) Owner's title policy to be issued by A reputable company.
- (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 _____.
- (9) ☐ Buyer ☐ Seller shall pay for _____.

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' 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 not included in the purchase price or excluded from the sale unless specified in 11B or C.

Buyer's Initials (HB) (_____)

Seller's Initials (NO) (_____)



Property Address: A 115,000 square foot portion of APN 508-251-55, McKinleyville, CA 95519 Date: March 1, 2016

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 19A, Seller shall, if required by Law: (i) Deliver to Buyer earthquake guide(s) (and questionnaire), environmental hazards booklet; (ii) disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; 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 or 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 specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at 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 SPQ or SSD).
 (2) If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has 3 (or ____) Days After Acceptance to request from the 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.

Buyer's Initials (HB) (_____)

Seller's Initials (MS) (_____)



VLPA REVISED 11/14 (PAGE 4 OF 11)

VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 4 OF 11)

Produced with zipForm® by zipLogix, 16070 Fifteen Mile Road, Fraser, Michigan 48028 www.ziplogix.com

Equal Housing Opportunity

Property Address: A 115,000 square foot portion of APN 508-251-55, McKinleyville, CA 95519 Date: March 1, 2016

- 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, 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 19: (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.
- 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 indemnify 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.)

Buyer's Initials (HB) (_____)

Seller's Initials ([Signature]) (_____)

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VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 5 OF 11)



Property Address: A 115,000 square foot portion of APN 508-251-55, McKinleyville, CA 95519 Date: March 1, 2016

- 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.
- 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, 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 15) 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 120) 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.**

Buyer's Initials (HS) ()
 VLPA REVISED 11/14 (PAGE 6 OF 11)

Seller's Initials (yo) ()

VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 6 OF 11)

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Illier Rd Land:



Property Address: A 115,000 square foot portion of APN 508-251-55, McKinleyville, CA 95519 Date: March 1, 2016

- (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.
- (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/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property.

Buyer's Initials (HB) (_____)
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Seller's Initials ([Signature]) (_____)



VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 7 OF 11)

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Property Address: A 115,000 square foot portion of APN 508-251-55, McKinleyville, CA 95519 Date: March 1, 2016

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 Addendum (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 (HJB) ()
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Seller's Initials (g) ()



VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 8 OF 11)

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16888 Rd. Land

Property Address: A 115,000 square foot portion of APN 508-251-55, McKinleyville, CA 95519 Date: March 1, 2016

- 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 fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Buyer and Seller agree that this amount is a reasonable sum given that it is impractical or extremely difficult to establish the amount of damages that would actually be suffered by Seller in the event Buyer were to breach this Agreement. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM RID).

Buyer's Initials AB / _____

Seller's Initials _____ / _____

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 residential 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 AB / _____

Seller's Initials _____ / _____

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 (AB) (_____)

Seller's Initials (yo) (_____)

VLPA REVISED 11/14 (PAGE 9 OF 11)

VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 9 OF 11)

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Offer Rd Lease



Property Address: A 115,000 square foot portion of APN 508-251-55, McKinleyville, CA 95519 Date: March 1, 2016

- 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 AOA).
- 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 initiated 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) for additional terms.

Date 3/2/16 BUYER [Signature]
(Print name) McKinleyville Community Collaborative (MCC)

Date _____ BUYER _____
(Print name) _____

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

Buyer's Initials (HB) (_____)
VLPA REVISED 11/14 (PAGE 10 OF 11)

Seller's Initials ([Signature]) (_____)

VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 10 OF 11)
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Hitler The Leach



Property Address: A 115,000 square foot portion of APN 508-251-55, McKinleyville, CA 95519 Date: March 1, 2016

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 SMC0) 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) for additional terms.

Date 3/4/16 SELLER [Signature]

(Print name) L & A Enterprises

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 _____
☐ 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 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, 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. If Listing Broker and Cooperating 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.

Real Estate Broker (Selling Firm) Wells Commercial Real Estate CalBRE Lic. # 01700566
 By [Signature] David Wells CalBRE Lic. # 01700566 Date 3-2-16
 By _____ CalBRE Lic. # _____ Date _____
 Address PO Box 783 City Bayside State CA Zip 95524
 Telephone (707)832-9121 Fax _____ E-mail dwells@wellscommercial.com

Real Estate Broker (Listing Firm) Wells Commercial Real Estate CalBRE Lic. # 01700566
 By [Signature] David Wells CalBRE Lic. # 01700566 Date 3-2-16
 By _____ CalBRE Lic. # _____ Date _____
 Address PO Box 783 City Bayside State CA Zip 95524
 Telephone (707)832-9121 Fax _____ E-mail dwells@wellscommercial.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, ☐ Bureau of Real Estate.

PRESENTATION OF OFFER: (_____) Listing 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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Buyer's Acknowledge that page 10 is part of this Agreement (HS) (_____)

Reviewed by
 Broker or Designee _____



VACANT LAND PURCHASE AGREEMENT (VLPB PAGE 11 OF 11)

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Eller Real Estate



CALIFORNIA
ASSOCIATION
OF REALTORS®

SELLER COUNTER OFFER No. 1
May not be used as a multiple counter offer.
(C.A.R. Form SCO, 11/14)

Date March 4, 2016

This is a counter offer to the: ☒ Purchase Agreement, ☐ Buyer Counter Offer No. _____, or ☐ Other _____ ("Offer"),
dated March 1, 2016, on property known as A 115,000 square foot portion of APN 508-251-55, McKinleyville, CA 95519 ("Property"),
between McKinleyville Community Collaborative (MCC) ("Buyer")
and L & A Enterprises ("Seller").

1. **TERMS:** The terms and conditions of the above referenced document are accepted subject to the following:

- A. Paragraphs in the Offer that require initials by all parties, but are not initialed by all parties, are excluded from the final agreement unless specifically referenced for inclusion in paragraph 1C of this or another Counter Offer or an addendum.
B. Unless otherwise agreed in writing, down payment and loan amount(s) will be adjusted in the same proportion as in the original Offer.

C. **OTHER TERMS:** Regarding Addendum 1, Paragraph D and E: Buyer shall be responsible for constructing access road from Hiller Road to the property and allow public deeded access by the Seller for any future development by Seller.

D. The following attached addenda are incorporated into this Seller Counter offer: ☐ Addendum No. _____

2. **EXPIRATION:** This Seller Counter Offer shall be deemed revoked and the deposits, if any, shall be returned:

- A. Unless by 5:00pm on the third Day After the date it is signed in paragraph 4 (if more than one signature then, the last signature date)(or by 5 ☐ AM ☒ PM on _____ (date)) (i) it is signed in paragraph 5 by Buyer and (ii) a copy of the signed Seller Counter Offer is personally received by Seller or _____, who is authorized to receive it.
OR B. If Seller withdraws it anytime prior to Acceptance (CAR Form WOO may be used).
OR C. If Seller accepts another offer prior to Buyer's Acceptance of this counter offer.

3. **MARKETING TO OTHER BUYERS:** Seller has the right to continue to offer the Property for sale. Seller has the right to accept any other offer received, prior to Acceptance of this Counter Offer by Buyer as specified in 2A and 5. In such event, Seller is advised to withdraw this Seller Counter Offer before accepting another offer.

4. **OFFER: SELLER MAKES THIS COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY.**

Seller _____ L & A Enterprises Date 03/04/2016
Seller _____ Date _____

5. **ACCEPTANCE:** I/WE accept the above Seller Counter Offer (If checked ☐ SUBJECT TO THE ATTACHED COUNTER OFFER) and acknowledge receipt of a Copy.

Buyer _____ McKinleyville Community Collaborative Date 3/4/16 Time 1:10 ☐ AM/ ☒ PM
Buyer _____ Date _____ Time _____ ☐ AM/ ☐ PM

CONFIRMATION OF ACCEPTANCE:

(_____/_____) (Initials) Confirmation of Acceptance: A Copy of Signed Acceptance was personally received by Seller, or Seller's authorized agent as specified in paragraph 2A on (date) _____ at _____ ☐ AM/ ☐ PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Seller or Seller's authorized agent whether or not confirmed in this document.

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Reviewed by _____ Date _____



SCO 11/14 (PAGE 1 OF 1)

SELLER COUNTER OFFER (SCO PAGE 1 OF 1)

Wells Commercial, P. O. Box 783 Bayalde, CA 95524
David Wells

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

Phone: 707.444.3624

Fax:

Hiller Rd Land:

16) INSURANCE CERTIFICATES

Insurance Certificates from all required parties are attached to this proposal.

ENDORSEMENT QUOTE - VALID TO 06/20/2016

PLEASE NOTIFY US IF COVERAGE IS TO BE BOUND.

THIS ENDORSEMENT FORMS A PART OF THE POLICY NUMBERED BELOW.

POLICY NUMBER EQCWB0003145-13	POLICY CHANGES EFFECTIVE 04/09/2016	COMPANY NORTH AMERICAN ELITE INSURANCE COMPANY
NAMED INSURED McKinleyville Community Collaborative - 13025		AUTHORIZED REPRESENTATIVE Pamela Davis - 04026

CHANGES

In consideration of an additional premium, the following location(s) are hereby added to the policy:

			<u>Limit</u>	<u>Pro-Rated</u>	<u>Annual</u>
2	1	1400 block of Hiller Road, Mckinleyville, CA 95519		\$6,507	\$6,507
		Building (Replacement Cost)	5,400,000	6,426	6,426
		Mandatory Fire Loss coverage following Certified Acts of Terrorism		81	81
		Additional Premium to Meet Minimum Applies		-\$56	
		Additional Premium: Optional Property Endorsement per NAE-AMS-002 (07 13)		\$643	\$643

QUOTE

CURRENT ANNUAL:	\$269
ANNUAL CHANGE:	\$7,094
REVISED ANNUAL:	\$7,363
ENDORSEMENT PREMIUM:	\$7,094

POLICY AMOUNT AND PREMIUM ADJUSTMENT

	Limits Of Insurance		Premiums		
Coverage Description	Previous Limit Of Insurance	New Limit Of Insurance	Previous Premium	New Premium	<input type="checkbox"/> Add'l Premium <input type="checkbox"/> Return Premium
	\$	\$	\$	\$	\$

OPTIONAL COVERAGES

Attachment 3

The following optional coverages are added under this policy when designated by an "X" in the box(es) shown below.

☐ Add'l Premium☐ Return Premium**Limits Of Insurance**☐ Outdoor Signs

\$

\$

☐ Burglary and Robbery
(Named Peril Endorsement only)
or

\$ _____ Inside the Premises

☐ Money and Securities

\$ _____ Outside the Premises

☐ Employee Dishonesty

Each Occurrence

☐ Equipment Breakdown**TOTAL PREMIUM ADJUSTMENTS**

PREMIUM DUE AT POLICY CHANGE EFFECTIVE DATE

ADDITIONAL

RETURN

\$7,094

\$

**REMOVAL
PERMIT**

If Covered Property is removed to a new location that is described on this Policy Change, you may extend this insurance to include that Covered Property at each location during the removal. Coverage at each location will apply in the proportion that the value at each location bears to the value of all Covered Property being removed. This permit applies up to 10 days after the effective date of this Policy Change : after that, this insurance does not apply at the previous location.



5/21/2016

Authorized Representative Signature

17) PROPOSER SIGNATURE AND AUTHORIZATION

See attached.

18) NON-MANDATORY PRE-RFP CONFERENCE

N/A

19) REQUESTS FOR SUBSTITUTIONS

N/A

20) QUESTIONS ABOUT THE PROJECT

See attached.



**McKinleyville
Family
Resource
Center**

Connecting the Community with Resources

Attachment 3

Location: 1450 Hiller Rd.
Mailing Address P.O.Box 2668
McKinleyville, CA 95519

Phone: 707-840-0905
Fax: 707-840-0906

Our website:
mckfrc.org

Board of Directors:

President:
Lesley Frisbee

Secretary:
Barbara Georgianna

Treasurer:
Jeff Brock

Directors:
Leanna Evans
Rodney Oien

Executive Director:

Hillarie Beyer

**McKinleyville
Community
Collaborative**
our parent
organization,
is a 501(c)3
Non Profit.

Tax ID is:
68-0445130.

May 20, 2016

**RE: Authorized Representative for the Proposal to Develop Office Space for
the Humboldt County Department of Health and Human Services**

To Whom It May Concern:

The Board of the McKinleyville Community Collaborative (McKinleyville Family Resource Center) has authorized Executive Director Hillarie Beyer to act on its behalf for all matters pertaining to the proposed office space for the Department of Health and Human Services.

The Board is supportive of the project and the role of McKinleyville Community Collaborative (McKinleyville Family Resource Center) and our team to bring this project to successful completion.

Sincerely,

Lesley Frisbee

**Chair of the Board of McKinleyville Community Collaborative (McKinleyville
Family Resource Center)**

**Secretary of the Board of McKinleyville Community Collaborative
(McKinleyville Family Resource Center)**

INFORMATION REQUEST FORM**PROJECT: REQUEST FOR PROPOSAL**

Proposal to Develop Office Space for the Humboldt County Department of Health and Human Services

To
COUNTY: Ronda Kime
Senior Real Property Agent
1106 Second Street
Eureka, California 95501

INFORMATION REQUEST No.: 1**PROPOSAL PACKET No.:** 1**Date:** 07/15/2016

From
PROPOSER: Name: Hillarie Beyer
McKinleyville Community Collaborative
(McKinleyville Family Resource Center)
Street: P.O. Box 2668
(Physical Address: 1450 Hiller Rd.)
City, State: McKinleyville, CA
Phone: (707)840 0905
Fax/E-mail: (707)840-0906

Final Date For Request: 07/15/2016**Proposal Due Date:** 07/29/2016**Cc:** Proposal
Holder List

TRANSMITTAL RECORD	Date Sent	Date Rec'd.
Proposer to County Agent	7/15/16	7/15/16

TRANSMITTAL RECORD	Date Sent	Date Rec'd.
County Agent to Proposer	7-21-16	

NOTE: Questions concerning the Project shall be submitted on this form. The County shall respond with written addenda per attachment #4, Part II, Section A and Section B, Division 1.06.

INFORMATION NEEDED:

Please clarify language in Attachment 2 D Selection Process:

D-3 "Scoring will be based on: close proximity..." Please define close proximity.

D-3 "facility site improvements and services consistent with program requirements:" The County RFP outlines programming steps but does not describe a willingness to consider any alternatives to develop the project in a way that will reduce overall operating costs in addition to the lease price per s.f. Is there any willingness to consider other strategies?

D-6 "Other than the terms specifically mentioned above, the other terms of the lease cannot be negotiated." Is this an accurate representation of the County's position? The Sample Lease provided in the RFP has significant challenges to any proposer that may preclude the County from qualifying any respondent. Please clarify that the terms of the Sample Lease are negotiable.

Date:

7/15/16

Signature:

Hillarie Beyer

COUNTY REPLY:

Please see attached Addendum No. 2

Date: 7-21-16

Signature: Ronda Kime

Information can be found in Contract Documents: ☒ YES ☐ NO Proposal Attachment No. 16

ATTACHMENT:

Addendum No. 2

REQUEST FOR PROPOSALS

ADDENDUM No. 2

ADDENDUM No.2

ADDENDUM TO REQUEST FOR PROPOSAL

PROJECT: Request for Proposals
825 Fifth Street, Room 103
Eureka, CA 95501

Lead Agency: HHS Administrative Division
507 F Street
Eureka, CA 95501

TO: Proposers

DATE: July 20, 2016

(2 pages total)

County's response to the Information Request for Proposals received on July 15, 2016 from Hillarie Beyer, McKinleyville Community Collaborative and McKinleyville Family Resource Center, for the Humboldt County Department of Health and Human Services

This Addendum forms a part of the Request for Proposals, Develop Office Space for the County of Humboldt, Department of Health and Human Services

The RFP is sufficiently specific regarding the location criteria. Only proposals within the boundaries within the Search Area Map, Attachment 3, will be considered. Within those boundaries, the County has not broken down the 30 maximum points into specific distances from the intersection of Central and Hiller.

Any specific requests to be considered as alternatives to the program requirements specified in the RFP should have been submitted to the County as specified in Instructions for Proposers, Page 3, Section B, 19, Requests for Substitutions.

The terms of the Sample Lease are not negotiable, except as stated in Instructions for Proposers, Page 4, Section D,6.

In addition to the answers above, the County would like to draw your attention to the last full paragraph on page 1 of Attachment 1: "It is County's intent that the contractual relationship between the proposer and the County shall be substantially as set forth in the sample lease agreement attached. In developing the proposal, the proposer should carefully review the agreement to take into consideration the rights, obligations, and costs associated with entering into the sample

//
//
//
//

Page 2

lease. Any substantial change in the agreement which the proposer desires must be specified in the proposal. “

END OF ADDENDUM NO. 2

Upon receipt of this Addendum No. 2, please sign below and fax within twenty-four (24) hours of receipt to:

County of Humboldt
Public Works, Real Property Division
1106 Second Street
Eureka, CA 95501

Company _____

Title _____

Date _____

Page 2