

# OFF THE CHARTS



## **COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION**

**JULY 2023**



# COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION (Cannabis Storefront Retailer)

City of Healdsburg  
City Manager's Office  
401 Grove Street  
Healdsburg, CA 95448  
Email: [cannabis@healdsburg.gov](mailto:cannabis@healdsburg.gov)

## APPLICANT (ENTITY) INFORMATION

Applicant (Entity) Name: OTC Healdsburg LLC DBA: Off The Charts

Physical Address: 129-133 Healdsburg Ave Healdsburg CA 95448  
*Street City State Zip*

Primary Contact: Sean Maddocks Title: Owner and Chief Compliance Officer

Mailing Address: 23 Corporate Plaza Dr #150 Newport Beach CA 92660  
*Street City State Zip*

Phone Number: (949) 291-0587 Email: maddocks@greencp.com

HAS ANY INDIVIDUAL IN THIS APPLICATION APPLIED FOR ANY OTHER CANNABIS PERMIT IN THE CITY OF HEALDSBURG?  Yes  No

Indicate whether you are applying for Retail (Storefront) or Retail (Storefront with Delivery).

Retail (Storefront)  Retail (Storefront with Delivery)

Indicate whether you intend to operate a Microbusiness with Retail.  Yes  No

Business Formation: Describe how the business is organized.

Sole Partnership  Corporation  S-Corporation  Limited Partnership  Limited Liability Company  
 Other (please describe): \_\_\_\_\_

## PROPOSED LOCATION

Property Owner Name: Bert Hartmann

Proposed Location Address: 129-133 Healdsburg Ave Healdsburg CA 95448  
*Street City State Zip*

Phone Number: (775) 331-2378 Email: berth@hpsinv.com

Zoning Clearance Letter (Please attach):  Yes  No

Assessor's Parcel Number (APN): 002-571-006-000 Proposed Location Square Footage: 1,680 sqft

## APPLICATION SUBMITTAL CHECKLIST

Applications failing to submit any of the following will be deemed incomplete and will not move forward in the application process:

- ✓ A signed Financial Responsibility, Indemnity and Consent to Inspect Terms Agreement form (Pages F1-F3).
- ✓ A signed Limitations of City Liability and Indemnification to City form (Pages F4-F6).
- ✓ Application Fee Payment.
- ✓ Criminal background check confirmation for each owner and manager.
- ✓ A signed and notarized Property Owner Letter of Intent form.
- ✓ Proof of capitalization.
- ✓ Business entity formation and organizing documents.
- ✓ Application Zoning Clearance Letter (ZVL).
- ✓ Online submittal of all of the materials identified in the Application Procedure Guidelines and Review Criteria for a Commercial Cannabis Business Permit (Storefront Retail Applications) through the application portal on [Hightail](#).

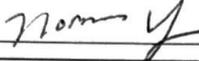
**OWNER INFORMATION**

For the purpose of this section, "owner" shall have the following meaning:

(A) A person with an aggregate ownership interest of 20% or more; or

(B) An individual who manages, directs, or controls operations including: (a) a member of the board of directors of a nonprofit, (b) a general partner of an applicant organized as a partnership, (c) a non-member manager or managing member of an applicant organized as a limited liability company, (d) the trustee(s) and all persons who have control of the trust and/or applicant that is held in trust, (e) the chief executive officer, director, vice president, general manager or their equivalent.

Ownership percentages should total 100%. If any individual(s) own(s) less than 20%, list the number of individuals who own less than 20% and the total percentage to reach 100%. For example, If John Doe owns 5%, Joe Smith owns 8%, and Mary Jones owns 9% state at the bottom of this form that three individuals own 22% so that the total will equal 100% once you individually include all those who own 20% or more.

I declare under the penalty of perjury that the information provided on this disclosure form is true and accurate to the best of my knowledge.				
Ownership %	73%	<b>Background information is included as required?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Owner Name:	Norman Yousif	Title:	Owner and Chief Executive Officer	
Address:	771 Jamacha Rd #358	El Cajon	CA	92019
	<i>Street</i>	<i>City</i>	<i>State</i>	<i>Zip</i>
Signature:			Date:	07/28/2023

I declare under the penalty of perjury that the information provided on this disclosure form is true and accurate to the best of my knowledge.				
Ownership %	<hr/>	<b>Background Information is included as required?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Owner Name:	<hr/>	Title:	<hr/>	
Address:	<hr/>	<i>Street</i>	<i>City</i>	<i>State</i> <i>Zip</i>
Signature:	<hr/>		Date:	<hr/>

I declare under the penalty of perjury that the information provided on this disclosure form is true and accurate to the best of my knowledge.				
Ownership %	<hr/>	<b>Background Information is included as required?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Owner Name:	<hr/>	Title:	<hr/>	
Address:	<hr/>	<i>Street</i>	<i>City</i>	<i>State</i> <i>Zip</i>
Signature:	<hr/>		Date:	<hr/>

I declare under the penalty of perjury that the information provided on this disclosure form is true and accurate to the best of my knowledge.				
Ownership %	<hr/>	<b>Background information is included as required?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Owner Name:	<hr/>	Title:	<hr/>	
Address:	<hr/>	<i>Street</i>	<i>City</i>	<i>State</i> <i>Zip</i>
Signature:	<hr/>		Date:	<hr/>

Add more pages as necessary to accommodate all Commercial Cannabis Business Owners

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Ownership % 20% Background information is included as required?  Yes  No

Owner Name: Darline Yousif Title: Owner and Chief Operating Officer

Address: 771 Jamacha Rd #358 El Cajon CA 92019  
Street City State Zip

Signature:  Date: 07/28/2023

I declare under the penalty of perjury that the information provided on this disclosure form is true and accurate to the best of my knowledge.

Ownership % \_\_\_\_\_ Background information is included as required?  Yes  No

Owner Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I declare under the penalty of perjury that the information provided on this disclosure form is true and accurate to the best of my knowledge.

Ownership % \_\_\_\_\_ Background information is included as required?  Yes  No

Owner Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I declare under the penalty of perjury that the information provided on this disclosure form is true and accurate to the best of my knowledge.

Ownership % \_\_\_\_\_ Background information is included as required?  Yes  No

Owner Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Ownership %	<u>5</u>	Background information is included as required?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Owner Name:	<u>SEAN MADDOCKS</u>	Title:	<u>CHIEF COMPLIANCE OFFICER</u>	
Address:	<u>[REDACTED]</u>	<u>LAGUNA BEACH</u>	<u>CA</u>	<u>92651</u>
	<i>Street</i>	<i>City</i>	<i>State</i>	<i>Zip</i>
Signature:			Date:	<u>7-21-2023</u>

I declare under the penalty of perjury that the information provided on this disclosure form is true and accurate to the best of my knowledge.				
Ownership %	_____	Background Information is included as required?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Owner Name:	_____	Title:	_____	
Address:	_____	_____	_____	_____
	<i>Street</i>	<i>City</i>	<i>State</i>	<i>Zip</i>
Signature:	_____		Date:	_____

I declare under the penalty of perjury that the information provided on this disclosure form is true and accurate to the best of my knowledge.				
Ownership %	_____	Background Information is included as required?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Owner Name:	_____	Title:	_____	
Address:	_____	_____	_____	_____
	<i>Street</i>	<i>City</i>	<i>State</i>	<i>Zip</i>
Signature:	_____		Date:	_____

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Ownership %	_____	Background information is included as required?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Owner Name:	_____	Title:	_____	
Address:	_____	_____	_____	_____
	<i>Street</i>	<i>City</i>	<i>State</i>	<i>Zip</i>
Signature:	_____		Date:	_____

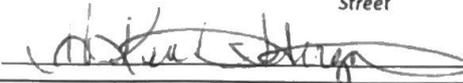
Add more pages as necessary to accommodate all Commercial Cannabis Business Owners

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Ownership %	1%	<b>Background information is included as required?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Owner Name:	Hakika Keith-Sturgis	Title:	Owner and Community Relations Officer	
Address:	[REDACTED]	Los Angeles	CA	90043
	<i>Street</i>	<i>City</i>	<i>State</i>	<i>Zip</i>
Signature:			Date:	7/25/2023
I declare under the penalty of perjury that the information provided on this disclosure form is true and accurate to the best of my knowledge.				
Ownership %		<b>Background information is included as required?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Owner Name:		Title:		
Address:		<i>City</i>	<i>State</i>	<i>Zip</i>
Signature:			Date:	
I declare under the penalty of perjury that the information provided on this disclosure form is true and accurate to the best of my knowledge.				
Ownership %		<b>Background information is included as required?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Owner Name:		Title:		
Address:		<i>City</i>	<i>State</i>	<i>Zip</i>
Signature:			Date:	
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Ownership %		<b>Background information is included as required?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
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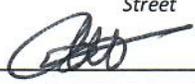
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Ownership %	<u>1%</u>	<b>Background information is included as required?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Owner Name:	<u>Adam Mernit</u>	Title:	<u>Owner and Business Development Officer</u>
Address:	<u>[REDACTED]</u>	Novato	CA 94945
	<u>Street</u>	City	State Zip
Signature:		Date:	<u>7/28/23</u>
I declare under the penalty of perjury that the information provided on this disclosure form is true and accurate to the best of my knowledge.			
Ownership %	_____	<b>Background Information is included as required?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Owner Name:	_____	Title:	_____
Address:	_____	_____	_____
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Signature:	_____	Date:	_____
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Ownership %	_____	<b>Background information is included as required?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Owner Name:	_____	Title:	_____
Address:	_____	_____	_____
	<u>Street</u>	City	State Zip
Signature:	_____	Date:	_____

Add more pages as necessary to accommodate all Commercial Cannabis Business Owners



**SUPPORTING INFORMATION**

List all fictitious business names the applicant is operating under including the address where each business is located:

N/A

Has the Applicant or any of its owners been the subject of any administrative action, including but not limited to suspension, denial, or revocation of a cannabis business license at any time in the previous seven (7) years? If so, please list and explain:

N/A

Is the Applicant or any of its owners currently involved in an application process in any other jurisdiction(s)? If so, which jurisdiction(s)?

Madera, CA; Long Beach, CA; Lynwood, CA; Artesia, CA; Woodland, CA; Manteca, CA; Lake Elsinore, CA; Brattleboro, VT; Flint, MI; Absecon, NJ

Does the applicant intend to store or use any hazardous chemicals on-site? If so, please list and explain:

See the following page for further detail on hazardous chemicals

Does the applicant intend to discharge any effluent into the City's wastewater or storm water system? If so, please list and explain:

No

If applicable, provide a brief description of the proposed cannabis delivery service, including number of delivery vehicles, location of vehicle storage, and estimated size of delivery area.

We are proposing the use of two delivery vehicles. Delivery Vehicles will be stored onsite. The estimated size of the delivery area is 142 square feet.



**Does the applicant intend to store or use any hazardous chemicals on-site? If so, please list and explain:**

Off The Charts (OTC) incorporates the Organization for Economic Cooperation and Development (OECD) definition for ready biodegradability into decision-making for its non-cannabis business materials, equipment, cleaning compounds and toiletries. Any compounds used at the facility for sanitizing or otherwise shall display a low toxicity to aquatic species such as fish or aquatic invertebrates; the product's Safety Data Sheet (SDS) shall report a LC50 or EC50 > 10 mg/L (chronic) to qualify for use at OTC's facility. OTC uses non-cannabis products that incorporate recyclable packaging, recycled content packaging, or refillable bottles. OTC looks for products with pump sprays rather than aerosols. All OTC employees adhere to packaging, dilution and disposal requirements when applying and handling these compounds and always follow the label when applying these compounds at the facility

OTC defines waste as hazardous waste as discarded material (garbage, refuse, some recyclable materials, sludge, or other discarded material including solids, semisolids, liquids, and contained gaseous materials) that pose a significant threat to public health or the environment. While OTC does not anticipate storing or using any hazardous materials onsite, OTC has developed a list of potential hazardous waste items that could be contained in the facility at any given time. This includes, but is not limited to, the following:

- Cleaning compounds
- Sanitizers such as bleach or isopropyl alcohol
- Batteries
- Mercury-containing products
- Aerosol cans
- Cosmetics

OTC uses guidance from the Environmental Protection Agency to address unique challenges that retailers face and is developing several strategies meant to ease the burden of managing hazardous wastes in a retail setting while maintaining important protections to human health and the environment.

## APPLICATION CERTIFICATION

I hereby certify, under penalty of perjury, on behalf of myself and all owners, corporate officers, partners, and managers identified in this application that the statements and information furnished in this application and the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief. I understand that a misrepresentation of fact is cause for rejection of this application, denial of the permit, or revocation of a permit issued.

In addition, I understand that the filing of this application grants the City of Healdsburg permission to reproduce submitted materials for distribution to staff, Commissions, Boards and City Council Members, and other Agencies to process the application. Nothing in this consent, however, shall entitle any person to make use of the intellectual property in plans, exhibits, and photographs for any purpose unrelated to the City's consideration of this application.

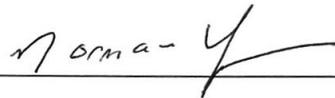
Furthermore, by submitting this application, I understand and agree that any business resulting from an approval shall be maintained and operated in accordance with requirements of the City of Healdsburg Municipal Code and State law.

Under penalty of perjury, I hereby declare that the information contained in within and submitted with the application is true, complete, and accurate. I understand that a misrepresentation of the facts is cause for rejection of this application, denial of a license or revocation of an issued license. I further authorize the City, its agents, and employees to seek verification of the information contained in the application.

Norman Yousif

Name

Signature



Owner and Chief Executive Officer

Title

Date

07/28/2023

**For details about the information required as part of the application process, see the Application Procedures & Guidelines, City of Healdsburg Municipal Code Chapter 20, Section 20.095 or any additional requirements to complete the application process. All documents can be found online at [www.healdsburg.gov/cannabis](http://www.healdsburg.gov/cannabis). For questions, please contact the City Manager's Office at [cannabis@healdsburg.gov](mailto:cannabis@healdsburg.gov).**

# OFF THE CHARTS



## **FINANCIAL RESPONSIBILITY, INDEMNITY AND CONSENT TO INSPECTION TERMS AGREEMENT**

**JULY 2023**

**CITY OF HEALDSBURG**  
**COMMERCIAL CANNABIS BUSINESS LICENSE APPLICATION**  
**FINANCIAL RESPONSIBILITY, INDEMNITY AND**  
**CONSENT TO INSPECTION TERMS**  
(Must be completed by at least one owner)

Dated: July 28, 2023

I hereby agree to the following terms:

1. I herewith pay the sum of \$9,647.31 for the application fee for the review and processing of an application for commercial cannabis business permit.
2. The entire fee amount paid to the City of Healdsburg ("City") is non-refundable for any reason. There is no guarantee - expressed or implied - that by submitting the application or paying the application fee that I will obtain any land use entitlements or a permit to operate a commercial cannabis business.
3. All costs incurred by the City in processing said application, including staff time, attorney's fees, Consultant's fees and overhead, shall be funded by me from the fees paid. This is my personal obligation and shall not be affected by sale or transfer of the property subject to the application, changes in business organization, or any other reason.
4. I acknowledge and agree to the defense, waiver, and indemnification obligations stated in the attached "Agreement on Limitations of City's Liability, and Certifications, Assurances Warranties and Indemnification to City", incorporated herein by reference.
5. The City will promptly notify the Applicant(s) and Owner(s) of any claim, action, or proceeding that is or may be subject to this Agreement on Limitations of City's Liability, and Certifications, Assurances Warranties, and Indemnification to City. The City may, within its unlimited and sole discretion, participate in the defense of any such claim, action, or proceeding.
6. I will fund a deposit account ("Fund") to reimburse the City's cost, including attorney's fees, to defend any claim, action, or proceeding that is or may be subject to the Agreement on Limitations of City's Liability, and Certifications, Assurances Warranties, and Indemnification to City. In the event that any such claim, action, or proceeding is filed against the City, I shall within 30 days of the filing, deposit an initial sum of \$10,000 to the Fund to reimburse my portion of the City defense costs, as determined by the City in its sole discretion. The Fund shall contain an amount necessary to cover three months' worth of budgeted expenditures by the City relating to the City's defense of the claim, action, or proceeding, including all time to appeal, or as long as expenditures made by the City relating to its defense remain unreimbursed, whichever is later. Once all remaining and outstanding reimbursements have been paid to the City by me, City shall return to me any remaining unused Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

portion of my deposit.

7. The City shall have the sole and absolute right to approve any and all counsel employed to defend the City. To the extent the City uses any of its resources to respond to such claim, action or proceeding, or to assist the defense, I will reimburse the City for those costs. Such resources include, but are not limited to, staff time, court costs, City Attorney's time, or any other direct or indirect cost associated with responding to, or assisting in defense of, the claim, action, or proceedings.
8. I consent and expressly allow, authorize, and permit the City, all its departments, agents, and employees, to enter upon and inspect the subject property identified in my application, with or without prior notice, for the purposes of processing this application or inspection or photographing for compliance with all laws, regulations, and conditions placed on land use approvals or the cannabis business permit. No additional permission or consent to enter upon the property is necessary or shall be required. By signing this agreement, I further certify and warrant I am authorized to, and hereby do, consent, and allow such inspections on my behalf and on the behalf of each and all Owners of the property and Applicants.
9. I understand that all materials submitted in connection with my application are public records subject to inspection and copying by members of the public. By filing an application, I agree that the public may inspect and copy these materials and the information contained therein, and that some or all of the materials may be posted on the City's website. For any materials that may be subject to copyright protection, or which may be subject to Sections 5500.1 and 5536.4 of the California Business and Professions Code, by submitting such materials to the City I represent that I have the authority to grant, and hereby grant, the City permission to make the materials available to the public for inspection and copying, whether in hardcopy or electronic format.

In the event a request for information under the California Public Records Act seeks disclosure of application materials marked by me as "Confidential information," the City may make reasonable efforts to provide notice to me prior to such disclosure to allow me to seek a protective order, injunctive relief, or other appropriate remedy. If I contend any designated application materials are exempt from the CPRA and wish to prevent disclosure, I agree that I am required, at my own, cost, liability, and expense to obtain a protective order, injunctive relief or other appropriate remedy from a court having jurisdiction over the matter at least two (2) days before City's deadline to respond to the California Public Records Act request. I understand and acknowledge that if I fail to obtain such a remedy before the deadline for the City's response to the request, the City will disclose the requested information and shall not be liable or responsible for such disclosure.

10. This Agreement shall constitute a separate agreement from any cannabis business permit approval, and that if the cannabis business permit, in part or in whole, is revoked, invalidated, rendered null or set aside by a court of competent jurisdiction, I agree to be bound by the terms of this Agreement, which shall survive such invalidation, nullification or setting aside.

11. This Agreement shall be construed and enforced in accordance with the laws of the State of California and in any legal action or other proceeding brought by either party to enforce or interpret this Agreement; the appropriate venue is the Sonoma Superior Court.

After review and consideration of all of the foregoing terms and conditions, I agree to be bound by and to fully and timely comply with all of the foregoing terms and conditions, and the attached "Agreement on Limitations of City's Liability, and Certifications, Assurances Warranties and Indemnification to City".

**Applicant(s)/Owner(s):**

Norman Yousif  
\_\_\_\_\_  
Printed Name

*Norman Y*  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

# OFF THE CHARTS



## **AGREEMENT ON LIMITATIONS OF CITY'S LIABILITY AND INDEMNIFICATION TO CITY**

**JULY 2023**

# **Agreement on Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City**

**(Must be completed by all owners)**

## **A. WAIVER, RELEASE AND HOLD HARMLESS**

I hereby waive, release, and hold harmless the City of Healdsburg ("City") and its Council, boards and commissions, officers, officials, employees, and agents from any and all actual and alleged claims, losses, damages, injuries, liabilities, costs (including attorney's fees), suits or other expenses which arise out of, or which are in any way relate to my application for a cannabis business permit, the issuance of the cannabis business permit, the process used by the City in making its decision, the enforcement of the conditions of the cannabis business permit, or the cannabis business' operations.

I hereby waive, release and hold harmless the City and its Council, boards and commissions, officers, officials, employees, and agents from any and all actual and alleged claims, losses, damages, injuries, liabilities, costs (including attorney's fees), suits or other expenses which arise out of, or which are in any way relate to: (1) any repeal or amendment of any provision of the Healdsburg Municipal Code or Zoning Ordinance relating to commercial cannabis activity; or (2) any investigation, arrest or prosecution of me, or the cannabis business' owners, operators, employees, clients or customers, for a violation of state or federal laws, rules or regulations relating to cannabis activities.

## **B. AGREEMENT TO INDEMNIFY**

I shall defend, indemnify, and hold harmless the City and its Council, boards and commissions, officers, officials, employees, and agents from and against any and all actual and alleged liabilities, demands, claims, losses, damages, injuries, actions or proceedings and costs and expenses incidental thereto (including costs of defense, settlement and attorney's fees), which arise out of, or which are in any way related to i) the requested cannabis business permit and any land use entitlement related thereto, ii) the proceedings undertaken in connection with the approval, denial, or appeal of the requested cannabis business permit and any land use entitlement related thereto, iii) any subsequent approvals or licensing/permits relating to the requested cannabis business permit and any land use entitlement related thereto, iv) the processing of the requested cannabis business permit and any land use entitlement related thereto, v) any amendments to the approvals for the requested cannabis business permit and any land use entitlement related thereto, vi) the City's approval, consideration, analysis, review, issuance, denial or appeal of the cannabis business permit; vii) the City's approval, consideration, analysis, review, issuance, denial or appeal of any land use entitlement related thereto, viii) the City's drafting, adoption and passage of an ordinance, and related resolutions, policies, rules and regulations, allowing for cannabis businesses, ix) the City's drafting, adoption and passage of an ordinance, and related resolutions if necessary in the future regarding any zoning law amendment(s) related to my cannabis business, x) the operation of my cannabis business or activity, xi) the process used by the City in making its decision to approve, consider, analyze, review, issue, or deny, my cannabis business permit or any related land use entitlement, or the appeal of either, xii) City's compliance or failure to comply with applicable laws and regulations or xiii) the alleged violation of any federal, state or local

laws by my cannabis business or any of its officers, employees or agents, except where such liability is caused by the sole negligence or willful misconduct of the City.

City may (but is not obligated to) defend such challenge as City, in its sole discretion, determines appropriate, all at applicant's sole cost and expense. I shall bear any and all losses, damages, injuries, liabilities, costs, and expenses (including, without limitation, staff time and in-house attorney's fees on a fully-loaded basis, attorney's fees for outside legal counsel, expert witness fees, court costs, and other litigation expenses) arising out of or related to any challenge ("Costs"), whether incurred by me, City, or awarded to any third party, and shall pay to the City upon demand any Costs incurred by the City.

**C. OBLIGATIONS INDEPENDENT OF AWARD OF PERMIT, LICENSE, OR ENTITLEMENTS**

My obligations under this Agreement shall apply regardless of whether a cannabis business permit or any related permits or entitlements are issued.

**D. OBLIGATIONS SURVIVE EXPIRATION OF PERMIT, LICENSE, OR ENTITLEMENTS**

My obligations under this Agreement shall survive the expiration of any cannabis business permit or related permit or entitlement issued by the City. No modification of the permit, other approval, change in applicable laws and regulations, or change in processing methods shall alter the applicant's indemnity obligation.

**E. PROSECUTION UNDER FEDERAL LAW**

I understand that I, other applicants, owners, operators, employees, and members of the cannabis business may be subject to prosecution under Federal Laws.

**F. AUTHORIZED TO SIGN**

The person(s) whose signature appears below is/(are) authorized to sign this Agreement on behalf of the business, applicant/permittee, and operators, and each of them, if more than one, has submitted this information and all attachments as required by the application process to obtain a cannabis permit from the City of Healdsburg.

I declare under penalty of perjury that the information provided on this form is true and correct and do hereby apply for a permit pursuant to City of Healdsburg Municipal Code, Chapter 20.20.095, and all other applicable sections of the Municipal Code.

<u>Norman Yousif</u> Applicant Signature	Norman Yousif    Owner and Chief Executive Officer Printed Name and Title
---	--

OTC Healdsburg LLC Name of Business Entity	129-133 Healdsburg Ave Healdsburg, CA 95448 Address of Permitted Location
---	--

7-26-2023  
Date

_____ Applicant Signature	_____ Printed Name and Title
------------------------------	---------------------------------

_____ Name of Business Entity	_____ Address of Permitted Location
----------------------------------	--

\_\_\_\_\_  
Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of ~~California~~ Wisconsin  
County of Milwaukee

Subscribed and sworn to (or affirmed) before me on this 26<sup>th</sup> day of July, 2023, by Norman Yousif, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Christopher Zillmer

(Seal) CHRISTOPHER ZILLMER  
Notary Public  
State of Wisconsin My commission expires 10/11/2024

**F. AUTHORIZED TO SIGN**

The person(s) whose signature appears below is/(are) authorized to sign this Agreement on behalf of the business, applicant/permittee, and operators, and each of them, if more than one, has submitted this information and all attachments as required by the application process to obtain a cannabis permit from the City of Healdsburg.

I declare under penalty of perjury that the information provided on this form is true and correct and do hereby apply for a permit pursuant to City of Healdsburg Municipal Code, Chapter 20.20.095, and all other applicable sections of the Municipal Code.

*[Signature]*  
Applicant Signature

Darline Yousif /owner and COO  
Printed Name and Title

OTC Healdsburg LLC  
Name of Business Entity

129-133 Healdsburg Ave, Healdsburg, CA 95448  
Address of Permitted Location

07/28/2023  
Date

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Name of Business Entity

\_\_\_\_\_  
Address of Permitted Location

\_\_\_\_\_  
Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Diego

Subscribed and sworn to (or affirmed) before me on this 28<sup>th</sup> day of July 2023, 2023, by Darline Yousif, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature *[Signature]*

(Seal)



Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

**F. AUTHORIZED TO SIGN**

The person(s) whose signature appears below is/(are) authorized to sign this Agreement on behalf of the business, applicant/permittee, and operators, and each of them, if more than one, has submitted this information and all attachments as required by the application process to obtain a cannabis permit from the City of Healdsburg.

I declare under penalty of perjury that the information provided on this form is true and correct and do hereby apply for a permit pursuant to City of Healdsburg Municipal Code, Chapter 20.20.095, and all other applicable sections of the Municipal Code.

[Handwritten Signature]  
Applicant Signature

SEAN MADDOCKS - CHIEF COMPLIANCE OFFICER  
Printed Name and Title

OTC HEALDSBURG LLC  
Name of Business Entity

129-133 HEALDSBURG AVE, HEALDSBURG, CA 95448  
Address of Permitted Location

7/28/2023  
Date

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Name of Business Entity

\_\_\_\_\_  
Address of Permitted Location

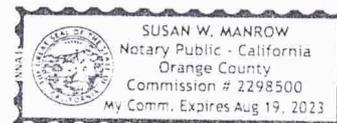
\_\_\_\_\_  
Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

Subscribed and sworn to (or affirmed) before me on this 28 day of July, 2023, 2023, by Sean Maddocks, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Susan W. Manrow (Seal)



Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

**F. AUTHORIZED TO SIGN**

The person(s) whose signature appears below is/(are) authorized to sign this Agreement on behalf of the business, applicant/permittee, and operators, and each of them, if more than one, has submitted this information and all attachments as required by the application process to obtain a cannabis permit from the City of Healdsburg.

I declare under penalty of perjury that the information provided on this form is true and correct and do hereby apply for a permit pursuant to City of Healdsburg Municipal Code, Chapter 20.20.095, and all other applicable sections of the Municipal Code.

[Signature]  
Applicant Signature

HAKIKA Keith- Sturgis, CRO  
Printed Name and Title

OTC Healdsburg LLC  
Name of Business Entity

129-133 Healdsburg Ave <sup>Healdsburg, CA</sup> 95448  
Address of Permitted Location

7/24/23  
Date

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Name of Business Entity

\_\_\_\_\_  
Address of Permitted Location

7.24.2023  
Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 24 day of July, 2023, by Hakika Sturgis, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature [Signature]

(Seal)



Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

**F. AUTHORIZED TO SIGN**

The person(s) whose signature appears below is/(are) authorized to sign this Agreement on behalf of the business, applicant/permittee, and operators, and each of them, if more than one, has submitted this information and all attachments as required by the application process to obtain a cannabis permit from the City of Healdsburg.

I declare under penalty of perjury that the information provided on this form is true and correct and do hereby apply for a permit pursuant to City of Healdsburg Municipal Code, Chapter 20.20.095, and all other applicable sections of the Municipal Code.

[Signature]  
Applicant Signature

Adam Merrit Owner and Business Development Officer  
Printed Name and Title

OTC Healdsburg LLC  
Name of Business Entity

129-133 Healdsburg Ave Healdsburg, CA 95448  
Address of Permitted Location

7/26/23  
Date

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Name of Business Entity

\_\_\_\_\_  
Address of Permitted Location

\_\_\_\_\_  
Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Marin

Subscribed and sworn to (or affirmed) before me on this 26 day of July, 2023, by Adam Merrit, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

[Signature]  
Signature \_\_\_\_\_

(Seal)

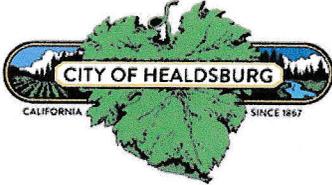


# OFF THE CHARTS



## **PROPERTY OWNER CONSENT/ LANDLORD AFFIDAVIT**

**JULY 2023**



# City of Healdsburg

City Manager's Office  
401 Grove Street  
Healdsburg, CA 95448  
Phone: (707) 431-3317  
Email: cannabis@healdsburg.gov

## PROPERTY OWNER CONSENT/LANDLORD AFFIDAVIT

**Property Owner Consent/Landlord Affidavit is required for all Applications. If the business owner is the same person/entity as the property owner, the business owner must complete, sign and notarize the Property Owner Consent/Landlord Affidavit form. If the property is owned by an entity, the entity owner must complete, sign, and notarize the Property Owner Consent/Landlord Affidavit.**

I certify that I am/we are the record owner(s) of the property at:  
129/133 Healdsburg Ave Healdsburg CA 95448  
Street City State Zip

and that the information filed is true and correct to the best of my (our) knowledge. I/We, as the owner(s) of the subject property, consent to the filing of this application and use of the property for the purposes described herein. I/We further consent and hereby authorize City representative(s) to enter upon my property for the purpose of examining and inspecting the property in preparation of any reports and/or required environmental review for the processing of the application(s) being filed.

### BY MY SIGNATURE BELOW, I CERTIFY TO EACH OF THE FOLLOWING:

I am the property owner or am authorized to act on the property owner's behalf, and the information I have provided above is correct. I acknowledge that I have read and understand the information contained herein.

I acknowledge that the proposed commercial cannabis business OTC Healdsburg LLC  
Tenant (Corporation/LLC/Partnership/Sole Owner)  
has the legal right to occupy the property, and consent to the business conducting the following commercial cannabis activity at the Property:

- Retail (Storefront)
- Retail (Storefront with Deliver)
- Microbusiness (with Retail)

I agree to comply with all applicable City Ordinances and State Laws relating to (MAUCRSA).

### SIGNATURE OF PROPERTY OWNER(S):

Bert R Hartmann, TTEE  
PRINTED NAME OF PROPERTY OWNER(S)

Bert R Hartmann  
SIGNATURE OF PROPERTY OWNER(S)

\_\_\_\_\_  
PRINTED NAME OF PROPERTY OWNER(S)

\_\_\_\_\_  
SIGNATURE OF PROPERTY OWNER(S)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Subscribed and sworn to before me this 24 day of July, 2023, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me Jason Martin Duhan.

**\*NOTARIZATION REQUIRED.** This authorization form will not be valid without notarization. The authorization contained in this form automatically expires upon sale or transfer of title to the Property. If sale or transfer of the Property occurs prior to obtaining a business license, the applicant must resubmit this notarized form with approval of the new legal owner(s) of the Property. Property Owner authorization must be signed by all Property Owners of the property identified in the Application. Attach additional pages if necessary.

Jason Martin Duhan

