

Parcel Boundaries and Cultivation Site Reference Map: APN 211-375-012-000; AE



Approximately 49,657 sq. ft. of cultivation in 2018

Recent Site History APN: 211-375-012-000

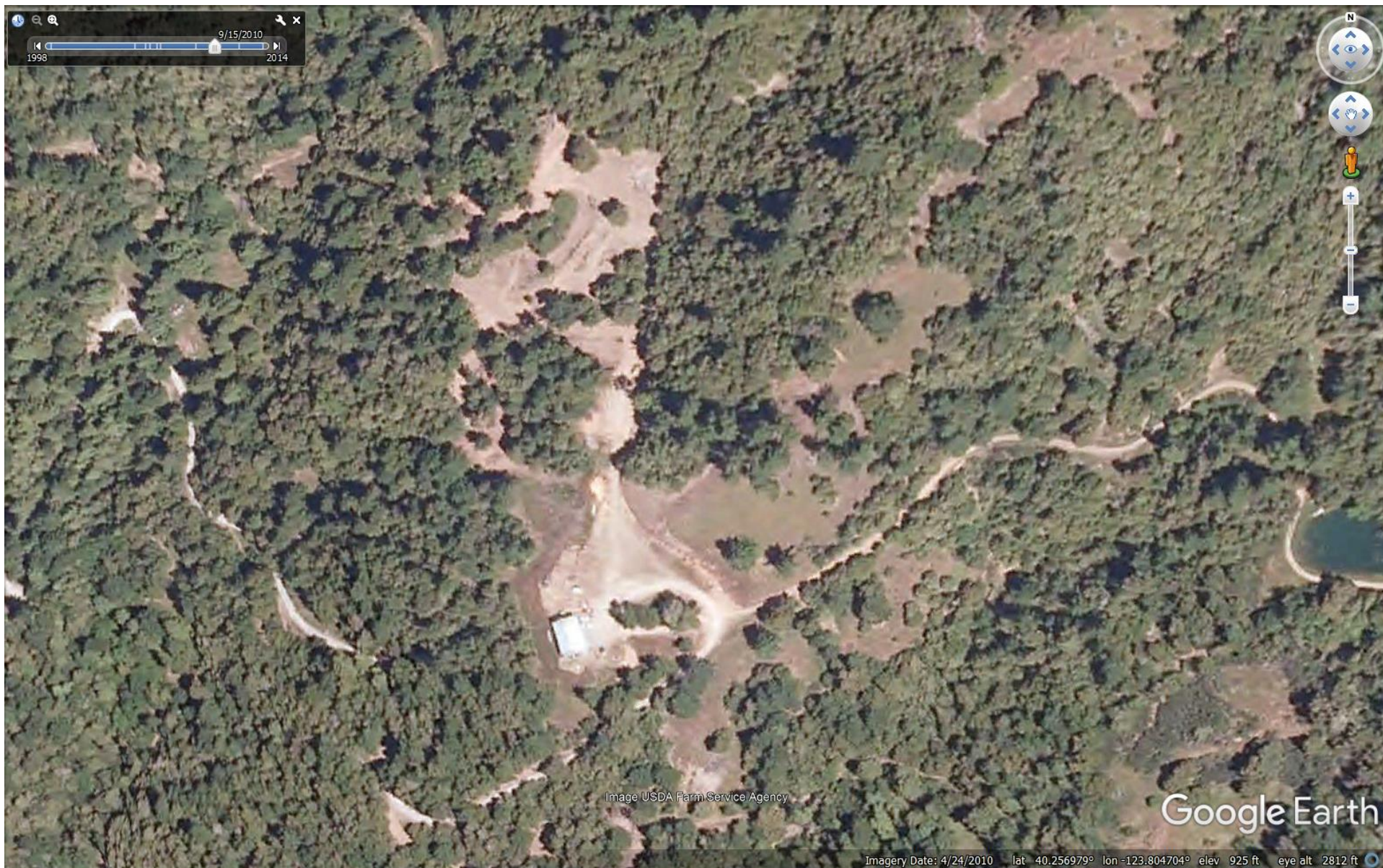
Cultivation Site 2009



May 24, 2009

Recent Site History APN: 211-375-012-000

Cultivation Site 2010



April 24, 2010

Recent Site History APN: 211-375-012-000

Cultivation Site 2012



August 23, 2012

Recent Site History APN: 211-375-012-000

Cultivation Site 2016



July 24, 2016

Recent Site History APN: 211-375-012-000

Cultivation Site 2018



April 25, 2018

Recent Site History APN: 211-375-012-000

Cultivation Site 2018



Sep 16, 2018 18:59:06 UTC
SkySat Collect (0.8 m)
58 % area coverage

September 16, 2018



COUNTY OF HUMBOLDT
CODE ENFORCEMENT UNIT
3015 H Street
Eureka, California 95501
(707) 476-2429

NOTICE OF VIOLATION AND PROPOSED ADMINISTRATIVE CIVIL PENALTY

[Humboldt County Code §352-7]

Address of Affected Property:

3031 Wheeler Ranch Rd, Myers Flat, CA 95554

Assessor's Parcel Number:

211-375-012-000

To Owner:

James B & Lisa R Wheeler
Po Box 19
Phillipsville, CA 95559

NOTICE IS HEREBY GIVEN that conditions described in "Attachment A – Conditions Constituting a Violation" exist on property situated in the County of Humboldt, State of California, as described in "Attachment B – Legal Description," which are in violation of state law and/or the Humboldt County Code. Such conditions exist to an extent that constitutes a "violation" pursuant to Humboldt County Code Section 352-3(t).

YOU ARE HEREBY ORDERED to **CORRECT** or **OTHERWISE REMEDY** said violation within ten (10) calendar days after service of this Notice of Violation and Proposed Administrative Civil Penalty.

NOTICE IS FURTHER GIVEN that, if the required corrective action or actions set forth in "Attachment A – Conditions Constituting a Violation" is not commenced, prosecuted and completed within ten (10) calendar days after service of this Notice of Violation and Proposed Administrative Civil Penalty, a daily administrative penalty of **Ten Thousand Dollars (\$10,000.00)** will be imposed for a period of up to ninety (90) calendar days pursuant to Humboldt County Code Section 352-5.

NOTICE IS FURTHER GIVEN that each calendar day the violation occurs, continues or exists between the date on which the civil administrative penalty is imposed and the date on which the violation is corrected or otherwise remedied shall constitute a separate violation up to the ninetieth (90th) calendar day.

APN: 211-375-012-000

NOTICE IS FURTHER GIVEN that you may file with the Code Enforcement Unit an appeal of the determination that a violation has occurred or exists and/or the amount of the proposed administrative civil penalty within ten (10) calendar days after service of this Notice of Violation and Proposed Administrative Civil Penalty.

NOTICE IS FURTHER GIVEN that an appeal of the Code Enforcement Unit's determination that a violation has occurred or exists and/or the amount of the proposed administrative civil penalty must be prepared using the form attached hereto as "Attachment C – Administrative Civil Penalty Appeal Hearing Request Form," and signed under penalty of perjury.

NOTICE IS FURTHER GIVEN that, upon receipt of an appeal of the determination that a violation has occurred or exists and/or the amount of the proposed administrative civil penalty, the Code Enforcement Unit shall set the matter for hearing before a County appointed hearing officer and issue a Notice of Administrative Civil Penalty Appeal Hearing as set forth in Humboldt County Code Section 352-9.

NOTICE IS FURTHER GIVEN that the date of the Administrative Civil Penalty Appeal Hearing shall be no sooner than fifteen (15) calendar days after the date on which the Notice of Administrative Civil Penalty Appeal Hearing is served.

NOTICE IS FURTHER GIVEN that the imposition of the administrative civil penalty shall become final and the Code Enforcement Unit shall acquire jurisdiction to collect the full amount thereof, along with any and all administrative costs and/or attorney's fees associated therewith, as follows:

- Within ten (10) calendar days after service of this Notice of Violation and Proposed Administrative Civil Penalty, if an appeal of the Code Enforcement Unit's determination that a violation has occurred, and/or an appeal of the amount of the administrative civil penalty, is not filed; or
- Within twenty (20) calendar days after service of the Finding of Violation and Order Imposing Administrative Civil Penalty, if a request for judicial review of the Hearing Officer's imposition of the final administrative civil penalty is not filed with the Humboldt County Superior Court as set forth in California Government Code Section 53069.4(b)(1)-(2); or
- Within ten (10) calendar days after service of the Humboldt County Superior Court's decision regarding the hearing officer's imposition of the final administrative civil penalty, if the Court finds in favor of the Code Enforcement Unit.

NOTICE IS FURTHER GIVEN that the final administrative civil penalty, along with any and all administrative costs and/or attorney's fees associated therewith, may become a lien against the property on which the violation occurred or exists that has the same force, effect and priority of a judgment lien governed by the provisions of California Code of Civil Procedure Sections 697.310, et seq., and may be extended as provided in California Code of Civil Procedure Sections 683.110, et seq.

NOTICE IS FURTHER GIVEN that an additional Notice of Violation and Proposed Administrative Civil Penalty can be served upon you, if the violation occurs, continues or exists after ninety (90) days from the date on which the initial civil administrative penalty is imposed.

For the Humboldt County Code Enforcement Unit:

Signature: 

Title: Investigator

Name: Brian Bowes

Date: December 07, 2018

ATTACHMENT A
CONDITIONS CONSTITUTING A VIOLATION

| Code Section | Nature of Violation | Corrective Action Required |
|-----------------------------------|---|---|
| <input type="checkbox"/> 331-14 | Grading Without Permits | Apply for and obtain permits to develop and implement a restoration plan. |
| <input type="checkbox"/> 331-28 | Construction of Building/Structure in Violation of Building, Plumbing and/or Electrical Codes | Remove all unpermitted structures with a nexus to cannabis cultivation, including applying for and obtaining a demolition permit when necessary. |
| <input type="checkbox"/> 314-55.4 | Violation of the Commercial Cannabis Land Use Ordinance | a) Cease commercial, medical marijuana cultivation operations and remove all supporting infrastructure and b) Apply for and obtain permits to develop and implement a restoration plan. |

ATTACHMENT B LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF HUMBOLDT, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE

The West Half of the Southeast Quarter of Section 26, Township 2 South, Range 3 East, Humboldt Meridian.

Being the same lands described in Patent recorded April 9, 1964 in Book 782, page 553, Humboldt County Official Records.

PARCEL TWO

A non-exclusive right of way 60 feet in width beginning from a point on the Cathey Road near the existing cattle guard; and running Easterly at the best possible grade.

PARCEL THREE

Easement rights as further defined in that certain Grant of Easement recorded May 28, 1987 in Book 1838, page 811, Humboldt County Official Records.

ATTACHMENT C
ADMINISTRATIVE CIVIL PENALTY APPEAL HEARING
REQUEST FORM

Address of Affected Property:

3031 Wheeler Ranch Rd, Myers Flat, CA 95554

Assessor's Parcel Number:

211-375-012-000

To: Humboldt County Code Enforcement Unit
3015 H Street
Eureka California, 95501

Pursuant to Humboldt County Code Section 352-9, I am requesting a hearing to contest the Humboldt County Code Enforcement Unit's determination of the amount of the proposed administrative civil penalty for the above-referenced property.

[Brief statement setting forth the interest that the requesting party has in the Code Enforcement Unit's determination that a violation has occurred or exists on the affected property]: _____

[Brief statement of the material facts that the requesting party claims support the contention that the amount of the proposed administrative civil penalty is inappropriate under the circumstances, if applicable]: _____

[Brief statement of the material facts that the requesting party claims support the contention that the amount of the proposed administrative civil penalty is inappropriate under the circumstances, if applicable]: _____

[Address at which the requesting party agrees to accept service of any additional notices or documents relating to the Code Enforcement Unit's determination of the amount of the proposed administrative civil penalty for the above-referenced property.]:

Name: _____

Address: _____

City, State: _____

Telephone Number: _____

I hereby declare under the penalty of perjury, under the laws of the State of California, that the foregoing is true and correct to the best of my knowledge.

Signature: _____

Name: _____

Date: _____



COUNTY OF HUMBOLDT
CODE ENFORCEMENT UNIT
3015 H Street
Eureka, California 95501
(707) 476-2429

NOTICE TO ABATE NUISANCE

[Humboldt County Code §351-7]

Address of Affected Property:

3031 Wheeler Ranch Rd, Myers Flat, CA 95554

Assessor's Parcel Numbers:

211-375-012-000

Owners:

James B. & Lisa R. Wheeler
Po Box 19
Phillipsville, CA 95559

NOTICE IS HEREBY GIVEN that conditions described in "Attachment A – Conditions Constituting a Nuisance" exist on property situated in the County of Humboldt, State of California, as described in "Attachment B – Legal Description," which are in violation of state law and/or the Humboldt County Code. Such conditions exist to an extent that constitutes a "nuisance" pursuant to Humboldt County Code Section 351-3.

YOU ARE HEREBY ORDERED to **ABATE** said nuisance within ten (10) calendar days after service of this Notice to Abate Nuisance.

NOTICE IS FURTHER GIVEN that, if the Humboldt County Code Enforcement Unit determines that the condition or conditions causing said nuisance is imminently dangerous to human life or limb or is detrimental to the public health or safety, the Code Enforcement Unit may order that the affected property be vacated pending the correction or abatement of the condition or conditions causing the nuisance.

NOTICE IS FURTHER GIVEN that you may not retaliate against a lessee of the affected property pursuant to Section 1942.5 of the California Civil Code.

NOTICE IS FURTHER GIVEN that you may file with the Code Enforcement Unit an appeal of the determination that a nuisance exists on the affected property within ten (10) calendar days after service of this Notice to Abate Nuisance.

APN: 211-375-012-000

NOTICE IS FURTHER GIVEN that an appeal of the Code Enforcement Unit's determination that a nuisance exists on the affected property must be prepared using the form attached hereto as "Attachment C – Code Enforcement Appeal Hearing Request Form."

NOTICE IS FURTHER GIVEN that, upon receipt of an appeal of the determination that a Nuisance exists on the affected property, the Code Enforcement Unit shall set the matter for hearing before a County appointed hearing officer and issue a Notice of Code Enforcement Appeal Hearing as set forth in Humboldt County Code Section 351-9.

NOTICE IS FURTHER GIVEN that the date of the Code Enforcement Appeal Hearing shall be no sooner than fifteen (15) calendar days after the date on which the Notice of Code Enforcement Appeal Hearing is served.

NOTICE IS FURTHER GIVEN that, if the required corrective action or actions set forth in "Attachment A – Conditions Constituting a Nuisance" is not commenced, prosecuted and completed within ten (10) calendar days after service of this Notice to Abate Nuisance, or in case of an appeal, the time limits set forth in the Finding of Nuisance and Order of Abatement, the Code Enforcement Unit may correct or abate the condition or conditions causing the nuisance on the affected property pursuant to Humboldt County Code Section 351-13.

NOTICE IS FURTHER GIVEN that the costs of the required abatement may become a charge against the affected property and made a special assessment against the property, and that said special assessment may be collected at the same time and in the same manner, and shall be subject to the same penalties, interest and procedures of foreclosure and sale in the case of delinquency, as is provided for ordinary property taxes.

NOTICE IS FURTHER GIVEN that the costs of the required abatement may also become a charge against the affected property which has the same force, effect and priority of a judgment lien governed by the provisions of California Code of Civil Procedure Sections 697.310, et seq., and may be extended as provided in California Code of Civil Procedure Sections 683.110, et seq.

NOTICE IS FURTHER GIVEN that any personal property collected by the Code Enforcement Unit during the correction or abatement of the condition or conditions causing the nuisance on the affected property may be sold in the same manner as surplus personal property of the County of Humboldt, and the proceeds from such sale shall be paid into the revolving fund created pursuant to the provisions of the Humboldt County Code.

For the Humboldt County Code Enforcement Unit:

Signature: 

Title: Investigator

Name: Brian Bowes

Date: December 07, 2018

ATTACHMENT A
CONDITIONS CONSTITUTING A NUISANCE

| Code Section | Nature of Violation | Corrective Action Required |
|---------------------|---|---|
| 331-14 | Grading Without Permits | Apply for and obtain permits to develop and implement a restoration plan. |
| 331-28 | Construction of Building/Structure in Violation of Building, Plumbing and/or Electrical Codes | Remove all unpermitted structures with a nexus to cannabis cultivation, including applying for and obtaining a demolition permit when necessary. |
| 314-55.4 | Violation of the Commercial Cannabis Land Use Ordinance | a) Cease commercial, medical marijuana cultivation operations and remove all supporting infrastructure and b) Apply for and obtain permits to develop and implement a restoration plan. |

ATTACHMENT B LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF HUMBOLDT, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE

The West Half of the Southeast Quarter of Section 26, Township 2 South, Range 3 East, Humboldt Meridian.

Being the same lands described in Patent recorded April 9, 1964 in Book 782, page 553, Humboldt County Official Records.

PARCEL TWO

A non-exclusive right of way 60 feet in width beginning from a point on the Cathey Road near the existing cattle guard; and running Easterly at the best possible grade.

PARCEL THREE

Easement rights as further defined in that certain Grant of Easement recorded May 28, 1987 in Book 1838, page 811, Humboldt County Official Records.

ATTACHMENT C
CODE ENFORCEMENT APPEAL HEARING REQUEST FORM

Address of Affected Property:
3031 Wheeler Ranch Rd, Myers Flat, CA 95554

Assessor's Parcel Number:
211-375-012-000

To: Humboldt County Code Enforcement Unit
3015 H Street
Eureka California, 95501

Pursuant to Humboldt County Code Section 351-9, I am requesting a hearing to contest the Humboldt County Code Enforcement Unit's determination that a nuisance exists on the above-referenced property.

[Brief statement setting forth the interest that the requesting party has in the Code Enforcement Unit's determination that a violation has occurred or exists on the affected property]: _____

[Brief statement of the material facts that the requesting party claims support the contention that a nuisance does not exist on the affected property]: _____

[Address at which the requesting party agrees to accept service of any additional notices or documents relating to the Code Enforcement Unit's determination that a nuisance exists on the affected property]:

Name: _____

Address: _____

City, State: _____

Telephone Number: _____

I understand, and agree, that if I fail to appear at the place and time set for the requested appeal hearing, as set forth in the Notice of Code Enforcement Appeal Hearing issued pursuant to Humboldt County Code Section 351-9, the Code Enforcement Unit's determination that a nuisance exists on the affected property will become final after ten (10) calendar days after service of the Notice to Abate Nuisance pursuant to Humboldt County Code Section 351-13.

I hereby declare under the penalty of perjury, under the laws of the State of California, that the foregoing is true and correct to the best of my knowledge.

Signature: _____

Name: _____

Date: _____

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF HUMBOLDT)

I, TASHEENA EVENSON, say:

I am a citizen of the United States, over 18 years of age, a resident of the County of Humboldt, State of California, and not a party to the within action; that my business address is Planning and Building Department, 3015 H Street, Eureka, California; that on December 7th 2018 I served a true copy NOTICE TO ABATE NUISANCE & NOTICE OF VIOLATION AND PROPOSED ADMINISTRATIVE CIVIL PENALTY.

XXX by placing a true copy of the aforementioned document in a sealed envelope individually addressed to each of the parties and caused each such envelope to be deposited with the U.S. Postal Service and/or picked up by an authorized representative, on that same day with fees fully prepaid at Eureka, California, in the ordinary course of business as set forth below: (First Class and Cert.)

**James B & Lisa R Wheeler
Po Box 19
Phillipsville, CA 95559**

_____ by personally hand delivering a true copy thereof to the occupant at the premises located at:

_____ by personally posting a true copy thereof on the premises located at:

_____ by placing a true copy thereof in the designated place at Court Operations to the attorney/parties named below:

_____ by placing a true copy in the County's Mailroom designated to the attorney named below:

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 7 day of December, 2018, in the City of Eureka, County of Humboldt, State of California.


Tasheena Evenson - Code Enforcement Legal Office Assistant

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF HUMBOLDT)

I, Branden Howton, say:

I am a citizen of the United States, over 18 years of age, a resident of the County of Humboldt, State of California, and not a party to the within action; that my business address is Humboldt County Courthouse; 825 Fifth Street, Eureka, California; that on December 7, 2018, I served a true copy of NOTICE OF VIOLATION AND PROPOSED ADMINISTRATIVE CIVIL PENALTIES & NOTICE TO ABATE NUISANCE.

_____ by placing a true copy thereof enclosed in a sealed envelope and depositing the envelope at my place of business for same-day collection and mailing with the United States mail, following our ordinary business practices with which I am readily familiar, addressed as set forth below:

_____ by personally hand delivering a true copy thereof to the occupant who resides at the premises located at:

X _____ by personally posting a true copy thereof on the locked steel gate entering to premises located at:

3031 Wheeler Ranch Rd, Myers Flat, CA 95554
APN: 211-375-012-000; GPS 40.25811, -123.81400
On gate allowing access to the property.

_____ by placing a true copy thereof in the designated place at Court Operations to the attorney/parties named below:

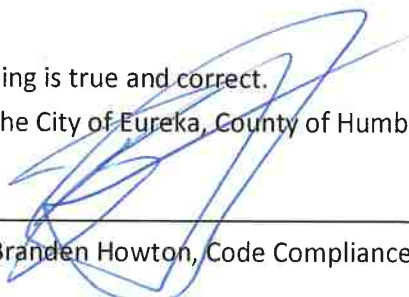
_____ by placing a true copy in the County's Mailroom designated to the attorney named below:

_____ by fax as set forth below:

_____ by electronic service as set forth below:

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 10th day of December, 2018, in the City of Eureka, County of Humboldt, State of California.



Branden Howton, Code Compliance Officer

January 24, 2019



County of Humboldt
Planning & Building
Department
3015 H Street
Eureka, CA 95501

James B & Lisa R Wheeler
Po Box 19
Phillipsville, CA 95559

RE: Proposed Compliance Agreement in settlement of Notice to Abate Nuisance & Notice of Violation and Proposed Administrative Civil Penalty

APN: 211-375-012-000

On December 07, 2018 a **Notice to Abate Nuisance** and **Notice of Violation and Proposed Administrative Civil Penalty** was served in reference to the following violations:

- 331-14: *Grading Without Permits*
- 331-28: *Construction of Building/Structure in Violation of Building, Plumbing and/or Electrical Codes*
- 314-55.4: *Violation of the Commercial Cannabis Land Use Ordinance*


To avoid assessment and collection of the daily administrative penalty of \$10,000 proposed in the Notice of Violation, either abatement of all violations cited needed to have occurred within 10 days of being served with Notices or else a Compliance Agreement needs to be reached between the County and responsible party(s) in order to settle the daily penalty and provide an extended timetable for completing required abatement.

Please review the attached Compliance Agreement drafted for the property and violations in question and respond to Code Enforcement within two weeks of receipt. This agreement represents our standard proposal and includes a monetary settlement that is calculated by applying a one day \$10,000 penalty to each category of violation cited. Evidence of timely abatement progress related to the violations cited can affect the Compliance Agreement and monetary settlement proposed.

Please contact Code Enforcement at (707) 476-2429 or e-mail Code Compliance Officer Warren Black at wblack2@co.humboldt.ca.us to discuss next steps related to entering into an agreement as well any abatement efforts completed to date that may have bearing on agreement proposed.

Thank you for your cooperation in this matter.

COUNTY OF HUMBOLDT:

By: 
Investigator Brian Bowes
Humboldt County Planning and Building Department

Date: January 24, 2019

Enclosure:
Proposed Compliance Agreement for APN: 211-375-012-000

**COMPLIANCE AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
JAMES B & LISA R WHEELER**

This Compliance Agreement (“Agreement”) entered into this day of January ____, 2019 (“Effective Date”), by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and James B & Lisa R Wheeler, as owner, beneficial owner, tenant or occupier of, or other person or entity who has allowed a violation to occur on the property described as Assessor’s Parcel Number 211-375-012-000 located at 3031 Wheeler Ranch Rd in the Community of Myers Flat, California (“Subject Property”), hereinafter referred to as “RESPONSIBLE PARTY,” is made upon the following considerations:

RECITALS:

WHEREAS, on or about December 06, 2018, COUNTY, by and through the Humboldt County Planning and Building Department – Code Enforcement Unit (“Code Enforcement Unit”), opened **Code Enforcement Case Number 18CEU-708** in response to complaints of alleged nuisances and/or other violations of local, state and/or federal law (“Violations”) that had occurred and/or existed on the Subject Property; and

WHEREAS, after examination of the Subject Property, the Code Enforcement Unit determined that the following Violations had occurred and/or existed on the Subject Property:

- 331-14: Grading Without Permits
- 331-28: Construction of Building/Structure in Violation of Building, Plumbing and/or Electrical Codes
- 314-55.4: Violation of the Commercial Cannabis Land Use Ordinance

WHEREAS, on or about December 07, 2018, the Code Enforcement Unit served RESPONSIBLE PARTY with a Notice of Violation and Proposed Administrative Civil Penalty (“Notice of Violation”) and a Notice to Abate Nuisance pertaining to the Violations that had occurred and/or existed on the Subject Property; and

WHEREAS, the above-referenced Notice of Violation notified RESPONSIBLE PARTY that a daily administrative civil penalty in the amount of **Ten thousand dollars per day (\$10,000 per day)** would be imposed on the Subject Property for a period of up to ninety (90) calendar days, if the required corrective action or actions set forth therein were not completed within ten (10) calendar days after service thereof; and

WHEREAS, COUNTY has incurred Administrative Costs, as defined by Humboldt County Code Section 352-3(a), in the amount of **five hundred and forty-nine dollars and thirty-one cents (\$549.31)** as of the Effective Date of this Agreement; and

WHEREAS, RESPONSIBLE PARTY hereby acknowledges, for purposes of entering into this Compliance Agreement and settlement of claims and for no other reason, that the Violations set forth in the above-referenced Notice of Violation have occurred and/or exist on the Subject Property; and

WHEREAS, RESPONSIBLE PARTY hereby accepts full responsibility, without condition, for

making the required corrections and/or repairs set forth in the above-referenced Notice of Violation; and

WHEREAS, in exchange for RESPONSIBLE PARTY's promise to settle and resolve, as set forth herein, the Violations that occurred and/or existed on the Subject Property on or before December 07, 2018, COUNTY is willing to stay enforcement and collection of the above-referenced daily administrative civil penalty; and

WHEREAS, in the event RESPONSIBLE PARTY does not correct the Violations that have occurred and/or exist on the Subject Property within the timeframes set forth herein, and COUNTY does not extend the time allowed to resolve such Violations, the above-referenced daily administrative civil penalty will be enforced to the fullest extent allowed by law; and

WHEREAS, COUNTY and RESPONSIBLE PARTY desire to enter into an agreement which sets forth each party's rights and obligations regarding the settlement and resolution of the Violations that have occurred and/or exist on the Subject Property; and

WHEREAS, RESPONSIBLE PARTY acknowledges and agrees that this Agreement only applies to the daily administrative civil penalties imposed pursuant to the above-referenced Notice of Violation pertaining to the Violations that occurred and/or existed on the Subject Property on or before December 07, 2018; and

WHEREAS, RESPONSIBLE PARTY acknowledges and agrees that nothing set forth herein shall be deemed to waive or reduce any applicable permit fees, including, without limitation, double fees, or administrative civil penalties imposed after December 07, 2018; and

WHEREAS, RESPONSIBLE PARTY acknowledges and agrees that this Agreement only relates to Violations that occurred and/or existed on the Subject Property on or before December 07, 2018; and

WHEREAS, RESPONSIBLE PARTY acknowledges and agrees that nothing set forth herein shall preclude COUNTY from investigating and enforcing any and all new Violations that occur and/or exist on the Subject Property after December 07, 2018.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto mutually agree as follows:

AGREEMENT:

1. INCORPORATION OF RECITALS:

The foregoing recitals are hereby incorporated into this Agreement by reference as if fully set forth below.

2. RIGHTS AND OBLIGATIONS OF RESPONSIBLE PARTY:

By executing this Agreement, RESPONSIBLE PARTY, for itself, and its assignees and successors in interest, agrees as follows:

A. Monetary Settlement of Penalties and Costs.

1. RESPONSIBLE PARTY shall pay the sum of **thirty thousand dollars (\$30,000.00)** per the payment plan timeline set forth as follows, in settlement of the above-referenced administrative civil penalty:

| | |
|--|-------------|
| 25% Down Payment due with 7 days of the Effective Date of this Agreement | \$ 7,500.00 |
| 5 monthly installment payments | \$ 4,500.00 |

Balance to be paid in full 6 months after the Effective Date of this Agreement.

2. RESPONSIBLE PARTY shall pay the sum of **five hundred and forty-nine dollars and thirty-one cents (\$549.31) within 7 days of the Effective Date of this Agreement**, in settlement of the above-referenced Administrative Costs incurred prior to the Effective Date of this Agreement.
 3. RESPONSIBLE PARTY acknowledges and agrees that COUNTY will incur Administrative Costs subsequent to the Effective Date of this Agreement to administer this Agreement including but not limited to inspection and verification for compliance. Accordingly, RESPONSIBLE PARTY agrees to pay a **Not To Exceed** amount of **four thousand five hundred dollars (\$4,500)** within **twenty-one (21) calendar days** of receiving COUNTY's invoice for Administrative Costs COUNTY incurred subsequent to the Effective Date of this Agreement.
 4. RESPONSIBLE PARTY shall be jointly and severally liable for all amounts listed in Section 2.A.
- B. Corrective Actions.** RESPONSIBLE PARTY shall take all of the following corrective actions, in accordance with the timeframes set forth herein, in order to abate the Violations described in the above-referenced Notice of Violation on or before **one year after the Effective Date of this Agreement or until required permits expire**:
1. Immediately remove all commercial quantities of cannabis or cannabis products from the Property.
 2. Remove all of the structures on the Property that have a nexus to marijuana cultivation, including applying for and obtaining demolition permits where applicable. The structures, soil containers and soil must all be removed no later than three weeks after the Effective Date, including any necessary erosion control work. All of the solid waste generated by this cleanup must be disposed of in the proper manner and care must be taken to ensure that nutrients in the waste soil do not leach into a watercourse.
 3. All water infrastructures that supported cannabis cultivation, including spring-boxes, cisterns, water tanks or bladders, and water lines must be removed and properly disposed of no later than three weeks after the Effective Date.
 4. If applicable, submit a restoration plan, designed by a qualified professional, within eight weeks of the Effective Date to remediate the graded areas and/or effects of any development within a Streamside Management Area. All areas that have been graded without permits must be returned to an area that is environmentally stable based on the restoration plan and recommendations by the qualified professional. The qualified professional may determine that an area would have a greater negative environmental

impact if restored to natural contours/vegetation.

5. Submit a complete application for all of the permits required to complete the restoration plan within eight weeks of the effective date. All work required by these permit(s) must be completed within one year of the issuance of the permit.

- C. **Receipt of Applicable Permits.** RESPONSIBLE PARTY shall apply for and receive, at its own expense, any and all applicable local, state and/or federal permits prior to taking the corrective actions set forth herein. RESPONSIBLE PARTY shall respond to any and all requests for information necessary to process permit applications within **ten (10) business days** after receipt of such request. All permits issued pursuant to the terms and conditions of this Agreement shall be picked up from the COUNTY within **five (5) business days** after the issuance thereof.
- D. **Consent to Inspection.** RESPONSIBLE PARTY shall permit COUNTY and any other duly authorized local, state and or federal agencies to conduct any and all inspections of the Subject Property that may be required to determine whether RESPONSIBLE PARTY is complying with the terms and conditions of this Agreement.
- E. **Property Transfers.** RESPONSIBLE PARTY will not sell, transfer, mortgage, lease or otherwise dispose of the Subject Property until the corrective actions set forth herein are completed or until the Responsible Party first furnishes the grantee, transferee, mortgagee or lessee with a true and correct copies of the above-referenced Notice of Violation and this Agreement. RESPONSIBLE PARTY shall provide COUNTY with a signed and notarized statement from the grantee, transferee, mortgagee or lessee which acknowledges the receipt of true and correct copies of the above-referenced Notice of Violation and this Agreement, and full acceptance of the responsibility, without condition, for taking the corrective actions set forth herein.
- F. **Waiver of Appeal Rights.** RESPONSIBLE PARTY hereby waives its right to request an Administrative Civil Penalty Appeal Hearing and/or Code Enforcement Appeal Hearing before a COUNTY appointed hearing officer in order to determine whether the Violations set forth in the above-referenced Notice of Violation and Notice to Abate Nuisance actually occurred and/or existed on the Subject Property and/or the reasonableness of the amount of the administrative civil penalty.
- G. **Effect of Noncompliance.** In the event that RESPONSIBLE PARTY fails to comply substantially with the terms and conditions of this Agreement, the above-referenced administrative civil penalty in the amount of **ten thousand dollars (\$10,000) per day** will continue to accrue until the ninety day period expires or the violations are abated, according to proof. At this point in time the administrative penalty, as well as any unpaid portion of the Administrative Costs incurred by COUNTY during the investigation of the Violations set forth in the above-referenced Notice of Violation will become immediately due and payable.

3. **RIGHTS AND OBLIGATIONS OF COUNTY:**

By executing this Agreement, COUNTY, for itself, and its assignees and successors in interest, agrees as follows:

- A. **Stay of Enforcement and Collection Actions.** COUNTY shall not take any enforcement or collection actions regarding the administrative civil penalty imposed pursuant to the above-referenced Notice of Violation. However, in the event RESPONSIBLE PARTY fails to abide by the terms of this Agreement, COUNTY shall be entitled to take any and all appropriate enforcement and/or collection actions pursuant to Chapters 1 and 2 of Division 5 of Title III of the Humboldt County Code.
- B. **Release of Violations.** Upon RESPONSIBLE PARTY's completion of all the corrective actions required hereunder and payment of all amounts listed in Section 2.A. and all applicable permit and/or inspection fees, COUNTY shall dismiss the above-referenced Notice of Violation and Notice to Abate Nuisance and issue a Release of Notice of Violation and Proposed Administrative Civil Penalty and Release of Notice to Abate Nuisance to RESPONSIBLE PARTY.

4. **TERM:**

This Agreement shall begin upon execution by both parties ("Effective Date") and shall remain in full force and effect until **one year after the Effective Date of this Agreement**, unless sooner terminated or extended as provided herein.

5. **TERMINATION:**

COUNTY may immediately terminate this Agreement, upon notice, if RESPONSIBLE PARTY fails to comply with the terms of this Agreement within the time limits specified herein, or violates any ordinance, regulation or other law applicable to its performance herein.

6. **NOTICES:**

Any and all notices required to be given pursuant to the terms and conditions of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Code Enforcement
Attention: Bob Russell
3015 H Street
Eureka, California 95501

RESPONSIBLE PARTY: James B & Lisa R Wheeler
Po Box 19
Phillipsville, CA, 95559

7. **CONFIDENTIAL INFORMATION:**

In the performance of this Agreement, each party hereto may receive information that is confidential under local, state or federal law. Each party hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards.

8. **NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:**

By executing this Agreement, RESPONSIBLE PARTY certifies that it is not a Nuclear Weapons Contractor, in that RESPONSIBLE PARTY is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components, as defined by the Nuclear Free Humboldt County Ordinance. RESPONSIBLE PARTY agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if RESPONSIBLE PARTY subsequently becomes a Nuclear Weapons Contractor.

9. **INDEMNIFICATION:**

- A. **Hold Harmless, Defense and Indemnification.** RESPONSIBLE PARTY shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against, any all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, reasonable attorneys' fees and other costs of litigation, arising out of, or in connection with, RESPONSIBLE PARTY's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. **Effect of Insurance.** Acceptance of the insurance required by this Agreement shall not relieve RESPONSIBLE PARTY from liability under this provision. This provision shall apply to all claims for damages related to the performance of RESPONSIBLE PARTY's performance of the duties and obligations set forth in this Agreement regardless of whether any insurance is applicable or not. The policy limits pertaining to the insurance required hereunder shall not act as a limitation upon the amount of indemnification or defense to be provided by RESPONSIBLE PARTY hereunder.

10. **INSURANCE REQUIREMENTS:**

Without limiting the indemnification obligations set forth herein, RESPONSIBLE PARTY will obtain or maintain in full force and effect, at its own expense, any and all insurance policies required by law. RESPONSIBLE PARTY will ensure that any and all hired subcontractors have the appropriate insurance for the services provided.

11. **RELATIONSHIP OF PARTIES:**

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. RESPONSIBLE PARTY shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

12. **COMPLIANCE WITH APPLICABLE LAWS:**

RESPONSIBLE PARTY agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the performance of the duties and/or obligations set forth herein.

13. **PROVISIONS REQUIRED BY LAW:**

This Agreement is subject to any additional local, state and federal restrictions, limitations, or conditions that may affect the provisions, terms or conditions of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the

pertinent section to make such insertion or correction.

14. **REFERENCE TO LAWS AND RULES:**

In the event any law, regulation, policy or procedure referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

15. **SEVERABILITY:**

In the event any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

16. **ASSIGNMENT:**

RESPONSIBLE PARTY shall not delegate its duties nor assign its rights hereunder, either in whole or in part, without COUNTY's prior written consent. Any assignment by RESPONSIBLE PARTY in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement.

17. **AGREEMENT SHALL BIND SUCCESSORS:**

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

18. **WAIVER OF DEFAULT:**

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

19. **NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:**

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

20. **AMENDMENT:**

This Agreement may be extended and/or modified at any time during the term of this Agreement upon the mutual consent of both parties; said extensions/modifications may not be unreasonably withheld in order for work to be completed by third party licensed professionals whose ability to commit to and complete work is beyond RESPONSIBLE PARTY's control. No supplement, modification, waiver, extension or termination of this Agreement or any provision hereof shall be binding unless executed in writing by the parties in the same manner as this Agreement.

21. **JURISDICTION AND VENUE:**

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in

the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

22. **SUBCONTRACTS:**

RESPONSIBLE PARTY shall remain legally responsible for the performance of all terms and conditions of this Agreement, including corrective actions performed by third parties under subcontracts.

23. **ATTORNEYS' FEES:**

COUNTY and RESPONSIBLE PARTY shall each bear their own costs and attorneys' fees. However, if either party commences any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement, the prevailing party in said action or proceeding shall be entitled to recover, court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, collection costs, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

24. **SURVIVAL:**

The duties and obligations of the parties set forth in Section 7 – Confidential Information and Section 9 – Indemnification shall survive the expiration or termination of this Agreement.

25. **CONFLICTING TERMS OR CONDITIONS:**

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

26. **INFORMED CONSENT:**

RESPONSIBLE PARTY has had the opportunity to be represented by independent legal counsel of their own choice, and this Agreement was prepared with the joint input of all parties. RESPONSIBLE PARTY further acknowledges that this Agreement was executed freely and voluntarily and with the opportunity for RESPONSIBLE PARTY to receive the advice of independent legal counsel. RESPONSIBLE PARTY is fully aware of its contents and its legal effect.

27. **NO REPRESENTATION NOT CONTAINED HEREIN:**

Each party acknowledges that no other party, nor any agent or attorney of any party, has made any promise, representation or warranty whatsoever, express or implied, not expressly contained herein, concerning the subject matter hereto so as to induce it to execute this Agreement; and each party acknowledges that it has not executed this Agreement in reliance on any promise, representation or warranty not contained herein.

28. **INTERPRETATION:**

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

29. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

30. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

31. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party hereto represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day, month and year below written:

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

JAMES B & LISA R WHEELER:

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Bob Russell, Deputy Director
Humboldt County Planning and Building Department

NOTE TO NOTARY PUBLIC: If you are notarizing the signatures of persons, signing on behalf of a corporation, partnership, trust, etc., please use the correct notary jurat (acknowledgment) as explained in your Notary Public Law Book.

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 HUMBOLDT)

On _____ before me, _____, a

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

**County of Humboldt Code Enforcement Unit
Inspection Notes**

| | |
|-------------------------------|------------------------|
| Inspector: Brady Wylie | Date: 9/18/2019 |
|-------------------------------|------------------------|

| PROPERTY DETAILS | |
|---|--------------------------------|
| Type of Inspection: Search Warrant | Main Agency: HCSO |
| Property Name(s): James B Wheeler & Lisa R. | APN(s): 211-375-012-000 |
| Address/Area: 3031 Wheeler Ranch Road Meyers Flat, CA | Zoning: AE |
| Owner/history: Wheeler Lumber Co 02/05/2008 | |

| ACCELA | |
|----------------------|----------------------------|
| Permits: None | Applicant: No |
| Status: n/a | Eligible for IP: No |

| INSPECTION DETAILS | |
|---|--------------|
| Meet up: | Time: |
| Other Agencies: CDFW, CDFA, Water Boards, USFS, Nat'l Guard. | |
| Directions: | |

| SUMMARY |
|--|
| <p>We entered the property from the South. The residence was the first location of interest that appeared in sight. The residence was a large industrial metal building. One half of the building was used as living quarters and the other half as a garage, storage, and some cannabis uses such as, a processing room and a former 20'X20' indoor grow. Outside of the residence were three junk vehicles (Mercedes, Chevy, Honda). Continuing North from the residence about 100 yards were two greenhouses filled with soil bags that only had cut cannabis stalks remaining. The two greenhouses were approximately 3,000 ft² a piece and sat on a graded flat (approx. 7,000 ft², with a 5-12-foot cut). Down the road within 80 yards to the west were three additional greenhouses sitting on two graded flats. Each greenhouse had 3-5-foot partially budded cannabis and occupied a cultivation area of approximately 3,000 ft².</p> |

The two graded flats were approximately 4,000 ft² and 7,000 ft². Following the road to the north within 100 yards were the locations of the remaining cultivation sites. Three greenhouses sat on a graded flat (approx. 10,000 ft² with a 12' cut). Two of the greenhouses were 2,500 ft² and the other was 3,500 ft². All three greenhouses contained partially budded cannabis 3-5-feet in height. Directly upslope to the east lie 3 additional greenhouses on a 10,000 ft² graded flat. Two of the greenhouses measured approximately 3,500 ft² and third 1,500 ft². Between the last and first cultivation site were several large water tanks. In front on the tanks multiple liquid fertilizer bottles were without a cap and or laying in a manner that would spill onto the ground. Lastly, a large pile of debris along with a burn pile was scattered down the hillside in between the first and second cultivation sites.

| Locations of Interest | | | |
|-----------------------|------------|---|-----------|
| Lat. | Long. | Description | Violation |
| 40.256275 | -123.80536 | Junk Vehicle (Mercedes) | |
| 40.256603 | -123.80530 | Junk Vehicle (Chevy) | |
| 40.256599 | -123.80530 | Junk Vehicle (Honda) | |
| 40.256966 | -123.80516 | Greenhouse, approximately 3,000 SF, already harvested | |
| 40.256972 | -123.80520 | Greenhouse, approximately 3,000 SF, already harvested | |
| 40.256972 | -123.80521 | Graded flat, approximately 7,000 SF, 5-12-foot cut | |
| 40.257111 | -123.80604 | Greenhouse (approx. 3,000 SF) with 3-5-foot partially budded cannabis | |
| 40.257115 | -123.80590 | Greenhouse (approx. 3,000 SF) with 3-5-foot partially budded cannabis | |
| 40.257146 | -123.80577 | Greenhouse (approx. 3,000 SF) with 3-5-foot partially budded cannabis | |
| 40.257147 | -123.80575 | Graded flat (approx. 4,000 SF) | |
| 40.257114 | -123.80576 | Graded flat (approx. 7,000 SF) | |
| 40.257787 | -123.80525 | Greenhouse (approx. 3,500 SF) with 3-5-foot partially budded cannabis | |
| 40.258094 | -123.80544 | Greenhouse (approx. 2,500 SF) with 3-5-foot partially budded cannabis | |
| 40.258109 | -123.80542 | Greenhouse (approx. 2,500 SF) with 3-5-foot partially budded cannabis | |
| 40.258285 | -123.80527 | Graded flat (approx. 10,000 SF) with a 12-foot cut | |
| 40.258286 | -123.80529 | Greenhouse (approx. 3,500 SF) with 3-5-foot partially budded cannabis | |
| 40.257965 | -123.80516 | Greenhouse (approx. 1,500 SF) with 3-5-foot partially budded cannabis | |

| | | | |
|-----------|------------|---|--|
| 40.257963 | -123.80492 | Greenhouse (approx. 3,500 SF) with 3-5-foot partially budded cannabis | |
| 40.257961 | -123.80487 | Graded flat (approx. 10,000 SF) | |
| 40.257548 | -123.80497 | Improper containment of liquid fertilizer | |
| 40.256928 | -123.80531 | Dispersed garbage/burn pile | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

| VIOLATIONS FOR PARCEL: XXX-XXX-XXX (Name) | | |
|--|---|------------------------|
| Section | Nature | Count |
| 331-14 | Grading Without Permits | 5 |
| 331-28 | Const. of Building/Structure in Violation of Building, Plumbing and/or Electrical Codes | 11 |
| 314-55.4 | Violation of the Commercial Cannabis Land Use Ordinance | 26,000 ft ² |
| 354-1 | Junk and/or Inoperable Vehicles | 3 |
| 521-4 | Improper Storage and Removal of Solid Waste | 2 |

| NOTES |
|--------------------------|
| 3,376 plants eradicated. |



COUNTY OF HUMBOLDT
CODE ENFORCEMENT UNIT
3015 H Street
Eureka, California 95501
(707) 476-2429

NOTICE OF ADMINISTRATIVE CIVIL PENALTY ASSESSMENT

[Humboldt County Code §352-15]

Address of Affected Property:

3031 Wheeler Ranch Rd, Myers Flat, CA 95554

Assessor's Parcel Number:

211-375-012-000

Owner:

James B & Lisa R Wheeler
Po Box 19
Phillipsville, CA 95559

NOTICE IS HEREBY GIVEN that a final administrative civil penalty in the amount of **Nine Hundred Thousand Dollars (\$900,000.00)** has been imposed based on the Humboldt County Code Enforcement Unit's determination that a violation, as defined by Humboldt County Code Section 352-3(t), has occurred or exists on the above-referenced property situated in the County of Humboldt, State of California, as described in "Attachment A – Legal Description."

NOTICE IS FURTHER GIVEN that the Code Enforcement Unit will seek to levy an administrative civil penalty assessment against the property on which the violation occurred or exists in the amount of **Nine-Hundred Thousand, Nine-Hundred Seventy-Three Dollars and Thirty-One Cents (\$900,973.31)** in order to collect the administrative civil penalty and recover the administrative costs and/or attorney's fees, as described in "Attachment B – Account of Costs Incurred," associated with the actions taken by the Code Enforcement Unit to impose the administrative civil penalty, as described in "Attachment C – Actions Required to Impose Administrative Civil Penalty."

NOTICE IS FURTHER GIVEN that you may file with the Code Enforcement Unit an objection to the proposed assessment that is limited to the amount of the administrative civil penalty, and/or the amount of the administrative costs and/or attorney's fees associated therewith, within ten (10) calendar days after service of this Notice of Administrative Civil Penalty Assessment.

APN: 211-375-012-000

NOTICE IS FURTHER GIVEN that an objection to the proposed assessment, must be prepared using the form attached hereto as “Attachment D – Administrative Civil Penalty Assessment Appeal Hearing Request Form,” and signed under penalty of perjury.

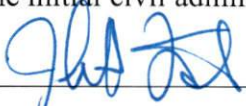
NOTICE IS FURTHER GIVEN that, upon receipt of an objection to the proposed assessment, the Code Enforcement Unit shall set the matter for hearing before the Humboldt County Board of Supervisors and issue a Notice of Administrative Civil Penalty Assessment Appeal Hearing as set forth in Humboldt County Code Section 352-17.

NOTICE IS FURTHER GIVEN that the date of the Administrative Civil Penalty Assessment Appeal Hearing shall be no sooner than fifteen (15) calendar days after the date on which the Notice of Administrative Civil Penalty Assessment Appeal Hearing is served.

NOTICE IS FURTHER GIVEN that the proposed assessment shall be deemed final and summarily approved by the Humboldt County Board of Supervisors without holding an Administrative Civil Penalty Assessment Appeal Hearing, if an objection to the proposed assessment is not filed within ten (10) calendar days after service of this Notice of Administrative Civil Penalty Assessment.

NOTICE IS FURTHER GIVEN that the final administrative civil penalty assessment, as approved by the Humboldt County Board of Supervisors, may become a lien against the property on which the violation occurred or exists that has the same force, effect and priority of a judgment lien governed by the provisions of California Code of Civil Procedure Sections 697.310, et seq., and may be extended as provided in California Code of Civil Procedure Sections 683.110, et seq.

NOTICE IS FURTHER GIVEN that an additional Notice of Violation and Proposed Administrative Civil Penalty can be served upon you, if the violation occurs, continues or exists after ninety (90) days from the date on which the initial civil administrative penalty is imposed.

Signature: 
Name: John Ford

Title: Director
Date: 10/17/2019

ATTACHMENT A LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF HUMBOLDT, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE

**The West Half of the Southeast Quarter of Section 26, Township 2 South, Range 3 East, Humboldt Meridian.
Being the same lands described in Patent recorded April 9, 1964 in Book 782, page 553, Humboldt County Official Records.**

PARCEL TWO

A non-exclusive right of way 60 feet in width beginning from a point on the Cathay Road near the existing cable guard; and running Easterly at the best possible grade.

PARCEL THREE

Easement rights as further defined in that certain Grant of Easement recorded May 28, 1987 in Book 1838, page 811, Humboldt County Official Records.

ATTACHMENT B ACCOUNT OF COSTS INCURRED

| ADMINISTRATIVE COSTS | | |
|---|--|-------------------|
| Violation(s) | Nature of Cost Incurred | Amount |
| §331-14 §331-28 §314-55.4 | Satellite Inspection of Property <div style="text-align: right;">1.25 Staff Hours</div> | \$ 190.00 |
| | Preparation and Service of Notice to Abate Nuisance & Notice of Violation by Posting, by Mail, and Legal Advertisement <div style="text-align: right;">.5 Staff Hours Grant Deed Cost Certified Mailing Cost Driving Mileage Cost Legal Advertisement Cost</div> | \$ 276.31 |
| | Drafted and Sent Proposed Compliance Agreement <div style="text-align: right;">0.5 Staff Hours</div> | \$ 41.50 |
| | Preparation and Service of Notice to Withdrawal of Proposed Compliance Agreement by Mail <div style="text-align: right;">0.5 Staff Hours Certified Mailing Cost</div> | \$ 41.50 |
| | Agency Assistance on Law Enforcement Search Warrant <div style="text-align: right;">3.5 Staff Hours Driving Mileage Cost</div> | \$ 375.41 |
| | Preparation and Service of Notice of Withdrawal of Proposed Compliance Agreement Served by Mail <div style="text-align: right;">0.5 Staff Hours Certified Mailing Cost</div> | \$ 48.59 |
| | | Total Cost |

**ATTACHMENT C
ACTIONS REQUIRED TO IMPOSE
ADMINISTRATIVE CIVIL PENALTY**

| Violation(s) | Nature of Actions Taken To Impose Administrative Civil Penalty | Date |
|---------------------|--|--------------------|
| §331-14 | Satellite Inspection of Property | December 03, 2018 |
| §331-28 | Preparation and Service of Notice to Abate Nuisance & Notice of Violation by Posting, by Mail, and Legal Advertisement | December 07, 2018 |
| §314-55.4 | Drafted and Sent Proposed Compliance Agreement | January 25, 2019 |
| | Preparation and Service of Notice of Withdrawal of Proposed Compliance Agreement Served by Mail | February 28, 2019 |
| | Agency Assistance on Law Enforcement Search Warrant | September 18, 2019 |
| | Preparation and Service of Notice of Administrative Civil Penalty Assessment | February 28, 2019 |

ATTACHMENT D
ADMINISTRATIVE CIVIL PENALTY ASSESSMENT APPEAL
HEARING REQUEST FORM

Address of Affected Property: 3031 Wheeler Ranch Rd, Myers Flat, CA 95554

Assessor's Parcel Number: 211-375-012-000

To: Humboldt County Code Enforcement Unit
3015 H Street
Eureka California, 95501

Pursuant to Humboldt County Code Section 352-17, I am requesting a hearing to contest the amount of the administrative civil penalty assessment proposed to be levied against the property on which the violation occurred or exists in order to collect the final administrative civil penalty and recover the administrative costs and/or attorney's fees associated with the actions taken by the Humboldt County Code Enforcement Unit to impose the administrative civil penalty.

[Brief statement of the material facts that the requesting party claims support the contention that the amount of the administrative penalty, and/or the administrative costs and/or attorney's fees associated therewith, are inappropriate under the circumstances of this case]:

[Address at which the requesting party agrees to accept service of any additional notices or documents relating to the Code Enforcement Unit's determination that a violation has occurred or exists on the affected property and/or the amount of the proposed administrative civil penalty assessment]:

Name: _____

Address: _____

City, State: _____

Telephone Number: _____

I hereby declare under the penalty of perjury, under the laws of the State of California, that the foregoing is true and correct to the best of my knowledge.

Signature: _____

Date: _____

Name: _____

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF HUMBOLDT)

I, TASHEENA EVENSON, say:

I am a citizen of the United States, over 18 years of age, a resident of the County of Humboldt, State of California, and not a party to the within action; that my business address is Planning and Building Department, 3015 H Street, Eureka, California; that on October 21st 2019 I served a true copy **NOTICE OF ADMINISTRATIVE CIVIL PENALTY ASSESSMENT.**

XXX by placing a true copy of the aforementioned document in a sealed envelope individually addressed to each of the parties and caused each such envelope to be deposited with the U.S. Postal Service and/or picked up by an authorized representative, on that same day with fees fully prepaid at Eureka, California, in the ordinary course of business as set forth below: (First Class & Cert.)

James & Lisa Wheeler
P.O. Box 19
Phillipsville, CA 95559

_____ by personally hand delivering a true copy thereof to the occupant at the premises located at:

_____ by personally posting a true copy thereof on the premises located at:

_____ by placing a true copy thereof in the designated place at Court Operations to the attorney/parties named below:

_____ by placing a true copy in the County's Mailroom designated to the attorney named below:

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 23 day of October 2019, in the City of Eureka, County of Humboldt, State of California.



Tasheena Evenson - Code Enforcement Legal Office Assistant II

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF HUMBOLDT)

I, Branden Howton, say:

I am a citizen of the United States, over 18 years of age, a resident of the County of Humboldt, State of California, and not a party to the within action; that my business address is County of Humboldt Planning & Building Dept.; 3015 H Street, Eureka, California; that on October 21, 2019, I served a true copy of **NOTICE OF ADMINISTRATIVE CIVIL PENALTY ASSESSMENT.**

_____ by placing a true copy thereof enclosed in a sealed envelope and depositing the envelope at my place of business for same-day collection and mailing with the United States mail, following our ordinary business practices with which I am readily familiar, addressed as set forth below:

_____ by personally hand delivering a true copy thereof to the occupant who resides at the premises located at:

_____ by personally posting a true copy thereof on a gate allowing access to property:
3031 Wheeler Ranch Rd, Myers Flat, CA 95554
APN: 211-375-012-000; 40.260235, -123.823804

_____ by placing a true copy thereof in the designated place at Court Operations to the attorney/parties named below:

_____ by placing a true copy in the County's Mailroom designated to the attorney named below:

_____ by fax as set forth below:

_____ by electronic service as set forth below:

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 23 day of October, 2019, in the City of Eureka, County of Humboldt, State of California.



Branden Howton, Code Compliance Officer