

ATTACHMENT D

Carl A Phelps #CE19-0090

APN 216-391-027

1. Recent Site History
2. 2020 Inspection Report & Photos
3. Notice Documents
 - a. Cover Letter for Notice to Abate Nuisance & Notice of Violation and Proposed Administrative Civil Penalty
 - b. Notice of Violation and Proposed Administrative Civil Penalty
 - c. Notice to Abate Nuisance
 - d. Proof of Service for Notice to Abate Nuisance & Notice of Violation and Proposed Administrative Civil Penalty
4. Compliance Agreement Offered
5. Abatement Review
6. Unresolved Warning Letter
7. Notice of Administrative Civil Penalty Assessment with Proof of Service

Recent Site History:
APN: 216-391-027-000

Approximately **6,421 sq. ft.** of Cultivation

The screenshot shows the Humboldt County Internal Web GIS interface. At the top, the title bar includes 'Humboldt County Internal Web GIS', 'Planning & Building Department', 'WebGIS Portal', 'Comments', 'Help', and 'Legend Key'. A search bar on the left contains the text 'Parcel APN, or Location'. The main map area displays an aerial view with yellow parcel boundaries. A large brown-shaded area in the center represents the cultivation site. A query window titled 'Query' is open on the right, showing the following information:

Query	
← OPTIONS Results	
Number of features found: 1	
APN:	216-391-027-000
Owner Name:	Phelps Carl A
Situs Address:	11965 ALDERPOINT RD
Situs City:	RANCHO SEQUOIA

At the bottom of the map, there is a scale bar and coordinates: 40.1317 -123.6497 Degrees. The bottom right corner features the text 'Humboldt County GIS | USDA FSA | Esri, HERE, Garmin, IPC' and the 'POWERED BY esri' logo.

Parcel Boundaries and Cultivation Site Reference Map

Recent Site History:
APN: 216-391-027-000

Cultivation Site



June 02, 2016

Recent Site History:
APN: 216-391-027-000

Cultivation Site



April 20, 2017

Recent Site History:
APN: 216-391-027-000

Cultivation Site



May 23, 2018

**Recent Site History:
APN: 216-391-027-000**

Cultivation Site



April 21, 2019

**Recent Site History:
APN: 216-391-027-000**

Cultivation Site



June 16, 2019

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

Inspector: Branden Howton	Date: June 04, 2020
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PROPERTY DETAILS	
Type of Inspection: Search Warrant	Main Agency: HCSO
Property Name(s): Carl Phelps 11985 Dockweiler Rd PO Box 122 Alderpoint, CA 95511	APN(s): 216-391-027-000
Situs Address/Area: 11985 Alderpoint Rd. Alderpoint, CA 95511	Zoning: R
Ownership History; Purchased: January 28, 2004	Grant Deed: 2007-01719

Planning & Building Records	
Permits: None	Applicant: None
Special Notes: None	CEU Case: CE19-0090

INSPECTION DETAILS	
Meet up: Bell Springs Road / Alderpoint Road intersection	Time: 0700
Other Agencies: CDFW / Hazmat / DA	
Directions: HWY 101 to Alderpoint Road	

SUMMARY

In support of Law Enforcement Operations on June 04, 2020, at approximately 07:30, I accompanied the Humboldt County Sheriff's Office on a Search Warrant for parcel number 216-391-027-000, located at 11985 Dockweiler Road in Alderpoint, CA. Other agencies on scene were the California Department of Fish and Wildlife, County Hazmat, and a member of the District Attorney's office. Once the area was secured for entry, we entered the property from the South and conducted a site inspection on behalf of Humboldt County Code Enforcement where I verified and documented the violations of unpermitted cannabis cultivation, unpermitted structures, unpermitted grading, and improper storage and removal of solid waste.

There was one greenhouse on the property with water lines and electrical throughout. The greenhouse measured approximately 2,800 ft² in size and was constructed of plastic hoops with wood bracing. Tire tracks and cut banks suggest that area was created for the purpose of supporting the greenhouse structure used in the cannabis cultivation operation. Inside the greenhouse I found vegetative cannabis plants ranging from 18" – 24" in height. The plants were in plastic bags placed on the ground.

There was one large water tank near the main cultivation site that was roughly half full and did not appear to have any water lines running to the Main Residence. Also, near the cultivation site were nine (9) pallets of soil.

Also, I found two other greenhouses 2,800 ft² under construction. Both areas were graded, and trees were removed, for the purpose of erecting greenhouses. This is supported by the piles of slash surrounding the graded areas. Along with the slash, debris from what appeared to be from previous cultivation years; including PVC conduit, greenhouse tarps, and plastic bags, were found around graded areas.

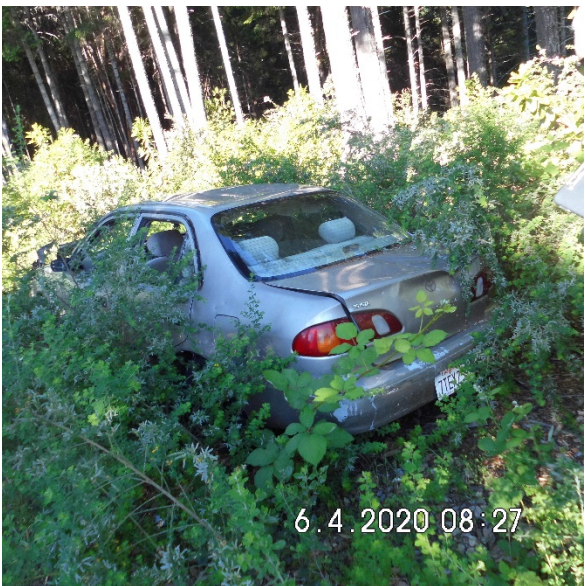
To the Southwest of the operational greenhouse, I located a one-story, two-room, wooden building on pier and post foundation, used for cannabis cultivation. The building measured approximately 760 ft² in size and contained open-air electrical wiring, heating lamps, fans, and other items typically found with indoor cultivation operations. The small room in the building appeared to be used for the cultivation of clones to be used to further the cannabis operation.

Near the building I found an RV that appeared to be used as a residence. Throughout the property were multiple piles of solid waste, trash, and garbage. I also located several junk vehicles and discarded soil.

Locations of Interest: 216-391-027-000 Carl Phelps			
Lat.	Long.	Description	Violation
40.13354	-123.64873	Greenhouse; plastic / wood, 2,800 ft ² ; electrical, water; Cannabis, veg. 18" – 24" Graded flat 2,800 ft ²	314-55.4 331-28 331-14
40.13343	-123.64882	Water Tank and Soil Pile	314-55.4
40.13385	-123.64838	Hoophouse; plastic / wood, 2,800 ft ² ; electrical; Graded flat 2,800 ft ²	314-55.4 331-28 331-14
40.13415	-123.64832	Hoophouse; wooded center posts only; Graded flat 2,800 ft ²	314-55.4 331-14
40.13368	-123.64880	Main Residence; wood, pier and post; two-bed, one-bath.	
40.13332	-123.64908	Building; setup for indoor grow; electrical; 760 ft ²	314-55.4 331-28
40.13329	-123.64887	RV; used as residence	314-81.1

VIOLATIONS FOR PARCEL: 216-391-027-000 Carl Phelps		
Section	Nature	Count
331-14	Grading Without Permits	8,400 ft ²
331-28	Const. of Building/Structure in Violation of Building, Plumbing and/or Electrical Codes	3
314-55.4	Violation of the Commercial Cannabis Land Use Ordinance	2,800 ft ²
354-1	Junk and/or Inoperable Vehicles	5
521-4	Improper Storage and Removal of Solid Waste	17
314-81.1	Use of a Recreational Vehicle or Mobile Home as a Residence	1

NOTES
<p>Number of Plants: 638</p> <p>Processed: 0</p> <p>People on Site:</p> <p>None</p> <p>Other Notes:</p> <p>Found passport of Marion Bruce Phelps</p> <p>Found medication of Kent Ward</p>





6.4.2020 07:57



6.4.2020 08:31



6.4.2020 08:05



6.4.2020 08:34



6.4.2020 08:36



6.4.2020 08:35



CODE ENFORCEMENT UNIT
COUNTY OF HUMBOLDT

3015 H STREET
EUREKA, CALIFORNIA 95501
PHONE: (707) 476-2429 FAX: (707) 268-3792

June 28, 2019

Carl A Phelps
11985 Dokwieler Rd
Alderpoint, CA 95511

Re: Service of a Notice to Abate Nuisance & Notice of Violation and Proposed Administrative Civil Penalty; Carl A Phelps; 11965 Alderpoint Rd, Rancho Sequoia, CA 95511; APN(s): 216-391-027-000

To Carl A Phelps:

The Code Enforcement Unit recently inspected your above described property and observed violations of County Code. We are serving you with the attached ***Notice to Abate Nuisance & Notice of Violation and Proposed Administrative Civil Penalty*** for the following violations:

314-55.4.3:	<i>Violation of the Commercial Cannabis Land Use Ordinance</i>
331-28; 314-55.4.3:	<i>Construction of Building/Structure in Violation of Building, Plumbing and/or Electrical Codes;</i>
	<i>Facilities/Activities in Violation of the Commercial Cannabis Land Use Ordinance</i>
331-14; 314-55.4.3:	<i>Grading without Permits;</i>
	<i>Facilities/Activities in Violation of the Commercial Cannabis Land Use Ordinance</i>

The Notices state the enforcement actions that can be taken to bring the property into compliance with Humboldt County Codes. Please also note that the attached ***Notice of Violation and Proposed Administrative Civil Penalty*** states that the County propose an administrative civil penalty in the amount of \$24,000 per day for a period of ninety days. The administrative civil penalty will begin to accumulate ten days after the Notice is served. The Notices list options that may be taken by you and/or the property owner in response to these Notices. If you are willing to bring the property into compliance with Humboldt County Codes but believe more than 10 days will be required to complete the work, the County of Humboldt may be willing to enter into a *Compliance Agreement* with the property owner and set an extended time frame to complete the corrective actions.

To discuss these documents and the required actions available to you If you have any questions or concerns about these documents or the code enforcement process in general, please feel free to call me at #707-476-2429 or email me at BBowes1@co.humboldt.ca.us.

Sincerely,

Brian Bowes
Investigator, Code Enforcement Unit

Enclosures:
Notice to Abate Nuisance
Notice of Violation and Proposed Administrative Civil Penalty



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:

11965 Alderpoint Rd, Rancho Sequoia, CA 95511

Assessor's Parcel Number:

216-391-027-000

To Owner:

Carl A Phelps
11985 Dokwieler Rd
Alderpoint, CA 95511

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 **Twenty-Four Thousand Dollars (\$24,000)** 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.

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: June 28, 2019

ATTACHMENT A

CONDITIONS CONSTITUTING A VIOLATION

Code Section(s)	Nature of Violation	Conditions Causing Nuisance	Violation Category (1-4)	Proposed Civil Administrative Penalty
314-55.4.3	Violation of the Commercial Cannabis Land Use Ordinance	Unpermitted commercial cannabis operation with approximately 6,420 square feet of cultivation.	4	\$8,000 per day
331-28; 314-55.4.3	Construction of Building/Structure in Violation of Building, Plumbing and/or Electrical Codes; Facilities/Activities in Violation of the Commercial Cannabis Land Use Ordinance	Two greenhouse/hoop-house structures facilitating commercial cannabis activity and constructed contrary to the provisions of Humboldt County Code.	4	\$8,000 per day
331-14; 314-55.4.3	Grading without Permits; Facilities/Activities in Violation of the Commercial Cannabis Land Use Ordinance	Development without permits in or around 2006 of one graded flat in excess of 50 cubic yards of cut/fill to facilitate commercial cannabis cultivation activity.	4	\$8,000 per day

ATTACHMENT B LEGAL DESCRIPTION

PARCEL ONE: The northwest quarter of the northwest quarter of Section 8, Township 4 South, Range 5 East, Humboldt Meridian.

PARCEL TWO: A non-exclusive easement 60 feet in width for ingress and egress and public utility purposes over the existing road located in the west half of the west half of the southwest quarter of the northwest quarter of said Section 8 and in the east half of the east half of the southwest quarter of the northeast quarter of Section 7, in said Township and Range, together with the right to convey said easement to others.

ATTACHMENT C
ADMINISTRATIVE CIVIL PENALTY APPEAL HEARING
REQUEST FORM

Address of Affected Property:

11965 Alderpoint Rd, Rancho Sequoia, CA 95511

Assessor's Parcel Number:

216-391-027-000

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:

11965 Alderpoint Rd, Rancho Sequoia, CA 95511

Assessor's Parcel Numbers:

216-391-027-000

Owners:

Carl A Phelps
11985 Dokwieler Rd
Alderpoint, CA 95511

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: 216-391-027-000

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: June 28, 2019

ATTACHMENT A

CONDITIONS CONSTITUTING A NUISANCE

Code Section(s)	Nature of Violation	Conditions Causing Nuisance	Corrective Action Required
314-55.4.3	Violation of the Commercial Cannabis Land Use Ordinance	Unpermitted commercial cannabis operation with approximately 6,420 square feet of cultivation.	Cease all commercial cannabis cultivation operations and remove all cannabis and infrastructure supporting commercial cannabis including water infrastructure and power sources.
331-28; 314-55.4.3	Construction of Building/Structure in Violation of Building, Plumbing and/or Electrical Codes; Facilities/Activities in Violation of the Commercial Cannabis Land Use Ordinance	Two greenhouse/hoop-house structures facilitating commercial cannabis activity and constructed contrary to the provisions of Humboldt County Code.	Remove all structures with a nexus to cannabis cultivation and constructed in violation of Humboldt County Code, including applying for and obtaining a demolition permit when applicable.
331-14; 314-55.4.3	Grading without Permits; Facilities/Activities in Violation of the Commercial Cannabis Land Use Ordinance	Development without permits in or around 2006 of one graded flat in excess of 50 cubic yards of cut/fill to facilitate commercial cannabis cultivation activity.	Submit and obtain approval for a restoration plan that provides for the remediation of the graded area(s). Obtain all permits required for approved restoration plan, complete the approved work, and pass a final inspection.

ATTACHMENT B LEGAL DESCRIPTION

PARCEL ONE: The northwest quarter of the northwest quarter of Section 8, Township 4 South, Range 5 East, Humboldt Meridian.

PARCEL TWO: A non-exclusive easement 60 feet in width for ingress and egress and public utility purposes over the existing road located in the west half of the west half of the southwest quarter of the northwest quarter of said Section 8 and in the east half of the east half of the southwest quarter of the northeast quarter of Section 7, in said Township and Range, together with the right to convey said easement to others.

ATTACHMENT C

CODE ENFORCEMENT APPEAL HEARING REQUEST FORM

Address of Affected Property:

11965 Alderpoint Rd, Rancho Sequoia, CA

Assessor's Parcel Number:

216-391-027-000

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 June 28, 2019 I served a true copy **NOTICE TO ABATE NUISANCE AND 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.)

**Carl A Phelps
11985 Dokwieler Rd
Alderpoint, CA 95511**

_____ 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 28 day of June, 2019, 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 County of Humboldt Planning & Building Dept.; 3015 H Street, Eureka, California; that on June 28, 2019, 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 a gate allowing access to property:
11965 Alderpoint Rd, Rancho Sequoia, CA 95511
APN: 216-391-027-000; GPS 40.15281, -123.63756

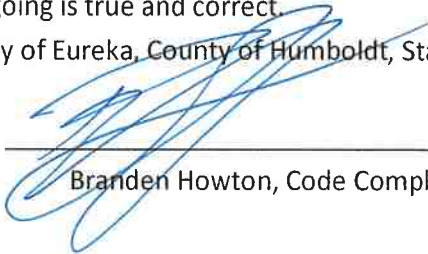
_____ by placing a true copy thereof in the designated place at Court Operations to the attorney/parties named below:

_____ 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 28 day of June, 2019, in the City of Eureka, County of Humboldt, State of California.



Branden Howton, Code Compliance Officer

**COMPLIANCE AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
CARL A PHELPS**

This Compliance Agreement (“Agreement”) entered into this day of November ____, 2019 (“Effective Date”), by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Carl A Phelps, 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 216-391-027-000 located at 11965 Alderpoint Rd in the Community of Rancho Sequoia, California (“Subject Property”), hereinafter referred to as “RESPONSIBLE PARTY,” is made upon the following considerations:

RECITALS:

WHEREAS, on or about June 19, 2019, COUNTY, by and through the Humboldt County Planning and Building Department – Code Enforcement Unit (“Code Enforcement Unit”), opened **Code Enforcement Case Number CE19-0090** 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:

314-55.4.3:	Violation of the Commercial Cannabis Land Use Ordinance
331-28; 314-55.4.3:	Construction of Building/Structure in Violation of Building, Plumbing and/or Electrical Codes; Facilities/Activities in Violation of the Commercial Cannabis Land Use Ordinance
331-14; 314-55.4.3:	Grading without Permits; Facilities/Activities in Violation of the Commercial Cannabis Land Use Ordinance

WHEREAS, on or about June 28, 2019, 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 **Twenty-Four Thousand dollars per day (\$24,000 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 one dollars and sixty-two cents (\$501.62)** 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 June 28, 2019, 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 June 28, 2019; 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 June 28, 2019; 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 June 28, 2019; 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 June 28, 2019.

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 **Twenty-Four Thousand dollars (\$24,000)** 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	\$ 6,000.00
5 monthly installment payments	\$ 3,600.00

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 one dollars and sixty-two cents (\$501.62) 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: Carl A Phelps
11985 Dokwieler Rd
Alderpoint, CA, 95511

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.

CARL A PHELPS:

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)

Recent Site History:
APN: 216-391-027-000

Notices Served: 6/28/2019 10-Day Period to Abate Ends: 7/9/2019

Humboldt County Internal Web GIS Planning & Building Department WebGIS Portal Comments Help Legend Key

Parcel APN, or Location

Query

< OPTIONS Results

Number of features found: 1

APN: 216-391-027-000
Owner Name: Phelps Carl A
Situs Address: 11965 ALDERPOINT RD
Situs City: RANCHO SEQUOIA

Clear Results

Humboldt County GIS | USDA FSA | Esri, HERE, Garmin, IPC **esri** POWERED BY

Parcel Boundaries and Cultivation Site Reference Map

Recent Site History:
APN: 216-391-027-000

Cultivation Site



August 3, 2019

Recent Site History:
APN: 216-391-027-000

Cultivation Site



September 12, 2019

Recent Site History:
APN: 216-391-027-000

Cultivation Site



April 26, 2020

Recent Site History:
APN: 216-391-027-000

Cultivation Site



August 21, 2020

**Recent Site History:
APN: 216-391-027-000**

Cultivation Site



October 21, 2020



County of Humboldt
Planning & Building Dept.
Code Enforcement
3015 H Street
Eureka, CA 95501

March 09, 2020

OVER 90 DAYS UNRESOLVED WARNING: NOTICE TO ABATE NUISANCE AND NOTICE OF VIOLATION

Carl A Phelps
11985 Dokwieler Rd
Alderpoint, CA 95511

Case Number: CE19-0090
APN: 216-391-027-000

To Carl A Phelps:

On June 28, 2019, the Code Enforcement Unit served you with a *Notice to Abate Nuisance* and a *Notice of Violation and Proposed Administrative Civil Penalty* ("Notice of Violation") pertaining to the violations that had occurred and/or exist on the property described as Assessor's Parcel Number 216-391-027-000 ("Subject Property"). These Notices notified you that a daily administrative civil penalty in the amount of \$24,000 would be imposed for a period of up to ninety (90) days if the required corrective action(s) were not completed within ten (10) calendar days after service

This letter is to inform you that more than ninety (90) days have passed since the ten (10) day period to abate the nuisance(s) and correct the violation(s) has expired. To date, our department has not received sufficient evidence of timely abatement in order to close the case and release the Notices nor has a compliance agreement been entered into between yourself and the County of Humboldt to stay enforcement and collection of the above-referenced daily administrative civil penalty in exchange for your promise to settle and resolve the violations within agreed to timelines.

As a result, the daily administrative civil penalty in the amount of \$24,000 has accrued for a maximum of ninety (90) days. At this time, the Code Enforcement Unit has jurisdiction to collect the total amount of accrued daily administrative civil penalty and could proceed to formally assess the administrative civil penalty and initiate the process of recording a lien on the property for the assessed penalty.

Please contact Code Enforcement staff within ten (10) days of receiving this letter to discuss outstanding Notices and the options available to you to bring the property into compliance and to settle and resolve case.

To contact Code Enforcement, call the Code Enforcement Line at (707) 476-2429 or e-mail Code Compliance Officer, Warren Black, at WBlack2@co.humboldt.ca.us. Thank you for your cooperation.

COUNTY OF HUMBOLDT:

By: 

Code Enforcement Investigator, Brian Bowes
Humboldt County Planning and Building Department

Date: March 09, 2020



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:

11985 Alderpoint Rd, Alderpoint, CA 95511

Assessor's Parcel Number:

216-391-027-000

Owner:

Carl A Phelps

11985 Dokwieler Rd, Box #122

Alderpoint, CA 95511

NOTICE IS HEREBY GIVEN that a final administrative civil penalty in the amount of **Two Million One Hundred Sixty Thousand Dollars (\$2,160,000.00)** 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 **Two Million One Hundred Sixty-One Thousand Three Hundred Fifty-Five Dollars and five cents (\$2,161,355.05)** 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: 216-391-027-000

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: _____

ATTACHMENT A

LEGAL DESCRIPTION

PARCEL ONE: The northwest quarter of the northwest quarter of Section 8, Township 4 South, Range 5 East, Humboldt Meridian.

PARCEL TWO: A non-exclusive easement 60 feet in width for ingress and egress and public utility purposes over the existing road located in the west half of the west half of the southwest quarter of the northwest quarter of said Section 8 and in the east half of the east half of the southwest quarter of the northeast quarter of Section 7, in said Township and Range, together with the right to convey said easement to others.

**ATTACHMENT B
ACCOUNT OF COSTS INCURRED**

ADMINISTRATIVE COSTS		
Violation(s)	Nature of Cost Incurred	Amount
§314-55.4.3 §331-28; 314-55.4.3 §331-14; 314-55.4.3	Satellite Inspection of Property	
	1 Staff Hours	\$ 115.00
	Preparation and Service of Notice to Abate Nuisance & Notice of Violation by Posting, by Mail, and Legal Advertisement	
	2.07 Staff Hours Grant Deed Cost Certified Mailing Cost Driving Mileage Cost Legal Advertisement Cost	\$ 428.93
	Drafted and Sent Proposed Compliance Agreement	
	1 Staff Hours	\$ 106.00
	Preparation and Service of Over 90 Days Unresolved Warning Letter by Mail	
	0.5 Staff Hours Certified Mailing Cost	\$ 48.60
	Agency Assistance on Law Enforcement Search Warrant	
	6 Staff Hours Driving Mileage Cost	\$ 656.52
		Total Cost \$ 1,355.05

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

Violation(s)	Nature of Actions Taken To Impose Administrative Civil Penalty	Date
§314-55.4.3	Satellite Inspection of Property	June 26 – 27, 2019
§331-28; 314-55.4.3	Preparation and Service of Notice to Abate Nuisance & Notice of Violation by Posting, by Mail, and Legal Advertisement	June 28, 2019
§331-14; 314-55.4.3	Drafted and Sent Proposed Compliance Agreement	October 29, 2019
	Preparation and Service of Over 90 Days Unresolved Warning Letter by Mail	March 10, 2020
	Agency Assistance on Law Enforcement Search Warrant	June 4, 2020

ATTACHMENT D
ADMINISTRATIVE CIVIL PENALTY ASSESSMENT APPEAL
HEARING REQUEST FORM

Address of Affected Property:

Assessor's Parcel Number: 216-391-027-000

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, Daniela Parada, 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 November 23, 2020 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 and Cert.)

Carl A Phelps
11985 Dokwieler Rd, Box #122
Alderpoint, CA 95511

_____ 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 23rd day of November, 2020, in the City of Eureka, County of Humboldt, State of California.

Daniela Parada
Daniela Parada, *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 County of Humboldt Planning & Building Dept.; 3015 H Street, Eureka, California; that on November 23, 2020, 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:
11985 Alderpoint Road, Alderpoint, CA 95511
APN: 216-391-027-000; GPS 40.12929, -123.65192


_____ 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 24th day of November 2020, in the City of Eureka, County of Humboldt, State of California.



Branden Howton, Code Compliance Officer