

## ATTACHMENT C

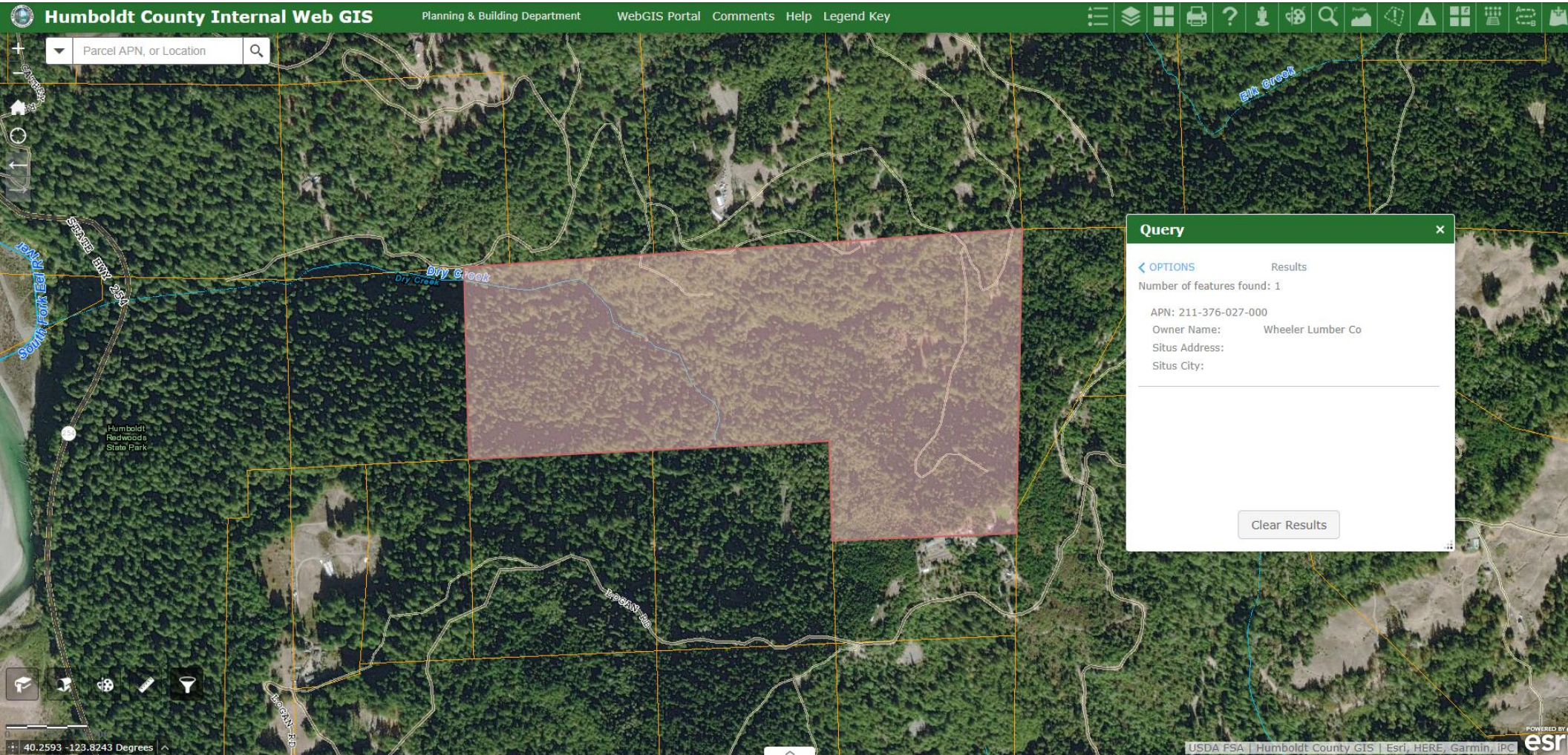
Wheeler Lumber Co #CE19-0226 APN

211-376-027

1. Recent Site History
2. 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
3. Abatement Review
4. Proposed Compliance Agreement (not signed by operator)
5. Unresolved Warning Letter
6. Inspection Report
7. Notice of Administrative Civil Penalty Assessment with Proof of Service

Recent Site History:  
APN: 211-376-027-000

Approximately **10,018 sq. ft.** of Cultivation



Parcel Boundaries and Cultivation Site Reference Map



**Recent Site History:  
APN: 211-376-027-000**

**Cultivation Site**



**July 24, 2016**

**Recent Site History:  
APN: 211-376-027-000**

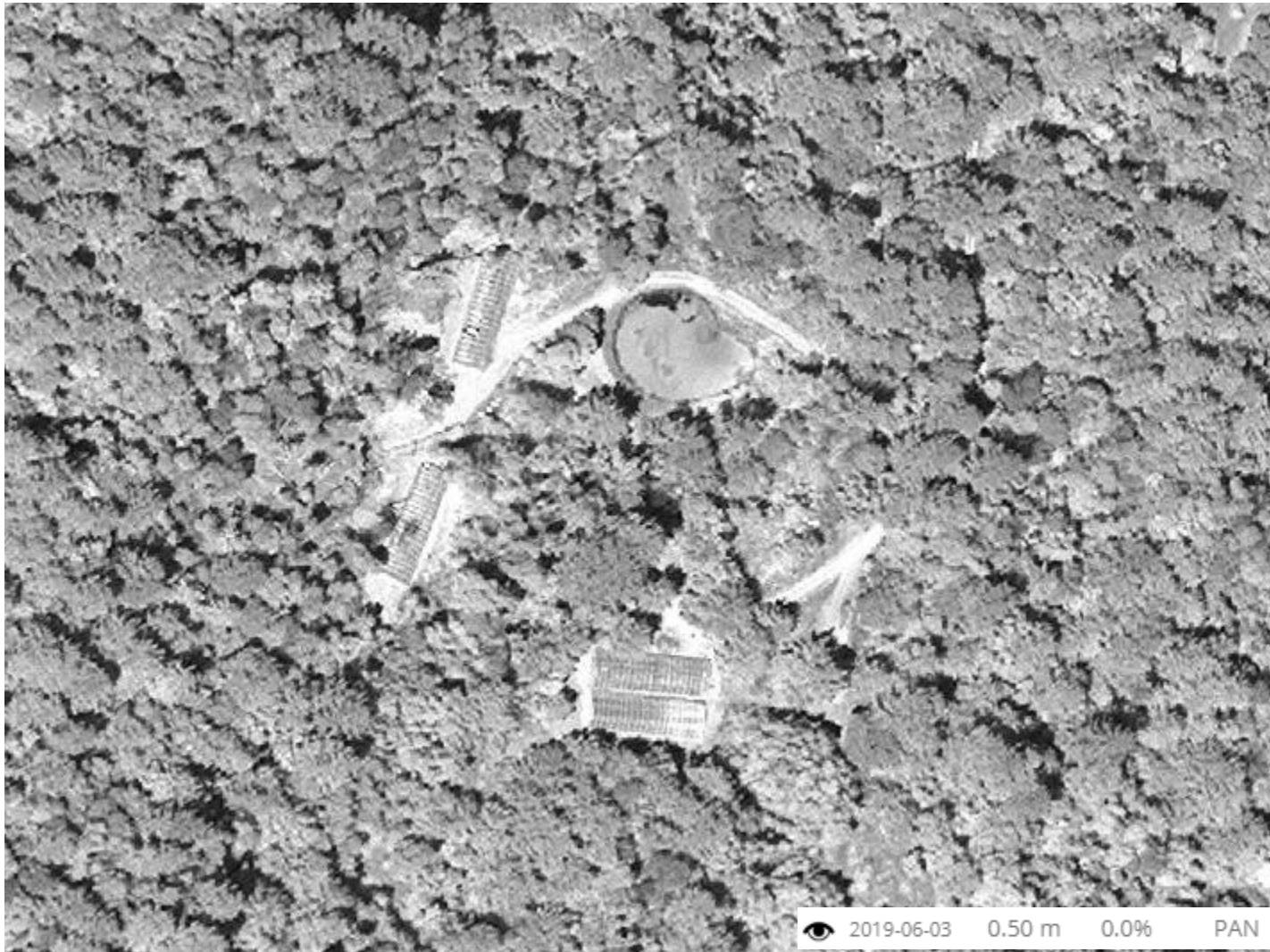
**Cultivation Site**



**April 25, 2018**

**Recent Site History:  
APN: 211-376-027-000**

**Cultivation Site**



2019-06-03 0.50 m 0.0% PAN

**June 3, 2019**



**Recent Site History:  
APN: 211-376-027-000**

**Cultivation Site**



**September 13, 2019**



CODE ENFORCEMENT UNIT  
**COUNTY OF HUMBOLDT**

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

September 17, 2019

Wheeler Lumber Co  
P O Box 294  
Miranda, CA 95553

Re: Service of a Notice to Abate Nuisance & Notice of Violation and Proposed Administrative Civil Penalty; Wheeler Lumber Co; Cathy Rd, Miranda, CA 95553; APN(s): 211-376-027-000

To Wheeler Lumber Co:

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 \$30,000 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](mailto: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

cc: Jimmie D. Wheeler, 2407 Cathey Rd, Miranda, CA 95553  
Roberta J. Wheeler, 2407 Cathey Rd, Miranda, CA 95553  
James B. Wheeler, 2407 Cathey Rd, Miranda, CA 95553





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:**  
Cathy Rd, Miranda, CA 95553

**Assessor's Parcel Number:**  
211-376-027-000

**To Owner:**  
Wheeler Lumber Co  
P O Box 294  
Miranda, CA 95553

**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 **Thirty Thousand Dollars (\$30,000)** 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 (90<sup>th</sup>) calendar day.

APN: 211-376-027-000

**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: September 17, 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 10,018 square feet of cultivation.	4	\$10,000 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	Four greenhouse/hoop-house structures facilitating commercial cannabis activity and constructed contrary to the provisions of Humboldt County Code.	4	\$10,000 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 2019 of two graded flats in excess of 50 cubic yards of cut/fill to facilitate commercial cannabis cultivation activity.	4	\$10,000 per day



## ATTACHMENT B LEGAL DESCRIPTION

That portion of the Southeast Quarter of Northeast Quarter of Section 35, Township 2 South, Range 3 East, Humboldt Meridian, described as follows:

BEGINNING at the one-quarter corner on the line between Sections 35 and 36, Township 2 South, Range 3 East, Humboldt Meridian;  
thence along said common section line, North 0 degrees 48 minutes east 653.0 feet;

thence South 85 degrees 33 minutes 22 Seconds West 1351.4 feet to the west line of the Southeast Quarter of Northeast Quarter of said Section 35;

thence along said subdivision line, South 0 degrees 43 minutes west 664.9 feet more or less to the C E 1/16 corner;

thence along the subdivision line, North 85 degrees 03 minutes east 1351.55 feet to said point of beginning based upon a survey for Charles R. Barnum, by R. B. Stipovich, L.S. dated November 1950, and recorded in Book 12 of Surveys, pages 87 to 92, Humboldt County Records. 52

**ATTACHMENT C  
ADMINISTRATIVE CIVIL PENALTY APPEAL HEARING  
REQUEST FORM**

**Address of Affected Property:**  
Cathy Rd, Miranda, CA 95553

**Assessor's Parcel Number:**  
211-376-027-000

**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:**  
Cathy Rd, Miranda, CA 95553

**Assessor's Parcel Numbers:**  
211-376-027-000

**Owners:**  
Wheeler Lumber Co  
P O Box 294  
Miranda, CA 95553

**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: 211-376-027-000



**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.

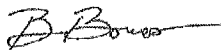
**NOTICE IS FURTHER GIVEN** that, if the required corrective action or actions set forth in "Attachment A – Conditions Constituting a Nuisance" is not commenced, prosecuted and completed within ten (10) calendar days after service of this Notice to Abate Nuisance, or in case of an appeal, the time limits 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: September 17, 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 10,018 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	Four 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 2019 of two graded flats 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

That portion of the Southeast Quarter of Northeast Quarter of Section 35, Township 2 South, Range 3 East, Humboldt Meridian, described as follows:

BEGINNING at the one-quarter corner on the line between Sections 35 and 36, Township 2 South, Range 3 East, Humboldt Meridian;

thence along said common section line, North 0 degrees 48 minutes east 653.0 feet;

thence South 85 degrees 33 minutes 22 Seconds West 1351.4 feet to the west line of the Southeast Quarter of Northeast Quarter of said Section 35;

thence along said subdivision line, South 0 degrees 43 minutes west 664.9 feet more or less to the C E 1/16 corner;

thence along the subdivision line, North 85 degrees 03 minutes east 1351.55 feet to said point of beginning based upon a survey for Charles R. Barnum, by R. B. Stipovich, L.S. dated November 1950, and recorded in Book 12 of Surveys, pages 87 to 92, Humboldt County Records. 48



# ATTACHMENT C

## CODE ENFORCEMENT APPEAL HEARING REQUEST FORM

Address of Affected Property:

Cathy Rd, Miranda, CA

Assessor's Parcel Number:

211-376-027-000

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 September 18, 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.)

**Wheeler Lumber Co  
P O Box 294  
Miranda, CA 95553**

\_\_\_\_\_ 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 18 day of September, 2019, in the City of Eureka, County of Humboldt, State of California.

  
\_\_\_\_\_  
Tasheena Evenson - Code Enforcement Legal Office Assistant





**Abatement Review:  
APN: 211-376-027-000**

**Notices Served: 9/18/2019    10-Day Abatement Period Ends: 9/26/2019**

The screenshot displays the Humboldt County Internal Web GIS interface. At the top, the header includes the Humboldt County logo, the text "Humboldt County Internal Web GIS", and navigation links for "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 shows an aerial view of a forested region with yellow parcel boundaries. A specific parcel is highlighted with a red border. A blue line representing a creek, labeled "Dry Creek", flows through the parcel. Other geographical features include "Humboldt Redwoods State Park" to the west and "Eik Creek" to the northeast. A "Query" window is open on the right side of the map, displaying the following information:

Query	
< OPTIONS	Results
Number of features found: 1	
APN:	211-376-027-000
Owner Name:	Wheeler Lumber Co
Situs Address:	
Situs City:	

At the bottom of the map, there is a scale bar and coordinate information: "40.2593 -123.8243 Degrees". The bottom right corner of the map area contains the text "POWERED BY USDA FSA | Humboldt County GIS | Esri, HERE, Garmin, iPC" and the Esri logo.

**Parcel Boundaries and Cultivation Site Reference Map**



**Abatement Review:  
APN: 211-376-027-000**

**Cultivation Site**



**October 1, 2019**



**Abatement Review:  
APN: 211-376-027-000**

**Cultivation Site**



**April 17, 2020**

**Abatement Review:  
APN: 211-376-027-000**

**Cultivation Site**



**July 16, 2020**

**Abatement Review:  
APN: 211-376-027-000**

**Cultivation Site**



**September 7, 2020**

**COMPLIANCE AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
Wheeler Lumber Co**

This Compliance Agreement (“Agreement”) entered into this day of July \_\_\_\_, 2021 (“Effective Date”), by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Wheeler Lumber Co, 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 211-376-027-000 located at in the Community of , California (“Subject Property”), hereinafter referred to as “RESPONSIBLE PARTY,” is made upon the following considerations:

**RECITALS:**

**WHEREAS**, on or about September 19, 2019, COUNTY, by and through the Humboldt County Planning and Building Department – Code Enforcement Unit (“Code Enforcement Unit”), opened **Code Enforcement Case Number CE19-0226** 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
331-14; 314-55.4.3:	Grading without Permits; Facilities/Activities in 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
521-4:	Improper Storage and Removal of Solid Waste

**WHEREAS**, on or about September 18, 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 **Thirty Thousand dollars per day (\$30,000.00 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**, 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 September 18, 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 September 18, 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 September 18, 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 September 18, 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 September 18, 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 **Ninety Thousand dollars (\$90,000.00)** 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	\$22,500.00
5 monthly installment payments	\$13,500.00

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

2. 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.
3. 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:**

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. 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 recommend that an area would have a greater negative environmental impact if restored to natural contours/vegetation.

5. Within three weeks of the restoration plan being approved, submit completed applications for all permits required to complete the approved restoration plan.
  6. Receive all permits required to complete approved restoration plan; all work required by these permit(s) must be completed within one year of the Effective Date of this Agreement.
  7. Disconnect utilities from recreational vehicle, place in a state of storage, and cease use as residence.
  8. Remove or repair all inoperable vehicles located on the property.
  9. Apply for & receive a permit from the Department of Environmental Health (DEH) or cease use of, and remove, unapproved sewage disposal system.
  10. Contain & dispose of all solid waste properly.
- 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 **Thirty Thousand dollars (\$30,000.00) 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 as determined by COUNTY, the administrative civil penalty amount, 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. County shall also obtain jurisdiction to abate the conditions constituting a public nuisance as identified in the Notice to Abate Nuisance.

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: Wheeler Lumber Co  
P O Box 294  
Miranda, CA, 95553

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.

**Wheeler Lumber Co:**

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  
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

Wheeler Lumber Co  
P O Box 294  
Miranda, CA 95553

Case Number: CE19-0226  
APN: 211-376-027-000

To Wheeler Lumber Co:

On September 18, 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 211-376-027-000 ("Subject Property"). These Notices notified you that a daily administrative civil penalty in the amount of \$30,000 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 \$30,000 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](mailto: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  
Inspection Notes**

<b>Inspector: Branden Howton</b>	<b>Date: May 11, 2020</b>
----------------------------------	---------------------------

<b>PROPERTY DETAILS</b>	
<b>Type of Inspection:</b> Search Warrant	<b>Main Agency:</b> HCSO
<b>Property Name(s):</b> Wheeler Lumber Company (James & Lisa Wheeler) PO Box 294 Miranda, CA 95554	<b>APN(s):</b> 211-376-027-000, 211-375-011-000, 211-375-012-000
<b>Situs Address/Area:</b> Wheeler Ranch Road Miranda, CA	<b>Zoning:</b> TPZ TPZ Residential
<b>Ownership History; Purchased:</b> 211-376-027-000; No date on record 211-375-011-000; February 05, 2008 211-375-012-000; February 05, 2008	<b>Grant Deed:</b> 1909-630079 2008-02530 2008-17403 (Same creating Doc as 011)

<b>Planning &amp; Building Records</b>	
<b>Permits:</b> None	<b>Applicant:</b> None
<b>Special Notes:</b> All properties 90 days overdue Same Situs addresses Other known Mailing Address PO Box 19 Phillipsville, CA 95559	<b>CEU Case:</b> CE19-0226; 211-375-027-000 CE19-0225; 211-375-011-000

<b>INSPECTION DETAILS</b>	
<b>Meet up:</b> Dyerville Overlook	<b>Time:</b> 0700
<b>Other Agencies:</b> CDFW	
<b>Directions:</b> ST HWY 101 to ST HWY 254 to Cathy Road to Wheel Ranch Road	

**SUMMARY: 211-376-027-000, 211-375-011-000, 211-375-012-000**

**Wheeler Lumber Company**

In support of Law Enforcement Operations on May 11, 2020, at approximately 0730, I accompanied the Humboldt County Sheriff's Office on a Search Warrant for parcel numbers 211-376-027-000, 211-375-011-000, and 211-375-012-000; located at Wheeler Ranch Road in Miranda, CA. Other agency on scene was the California Department of Fish and Wildlife. Once the area was secured for entry, I entered the property 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, Junk Vehicles, Improper Removal and Storage of Solid Waste, and Unpermitted Grading.

**Summary: 211-375-012-000**

I first inspected the Main Residential Unit for the properties and the surrounding area. The Main Residential building on the property is a two-story metal building with a concrete slab. Half of the building is used as the living area with three bedrooms and two bathrooms, while the other half is partitioned and designed to be used as a garage or other work area. A couple of the rooms in the working area show signs of previously being used for a nursery or indoor cultivation. I found grow lights still hanging, fans, ventilation, heaters, and other items generally found in the production and cultivation of cannabis. These rooms were currently being used for storage and filled with various items. I did not find any issues with the residential side of the building except the building itself is not permitted.

Immediately outside the Main Residence, I located several Junk Vehicles, multiple piles of Solid Waste, an RV which does not appear to be in use, and boats (Details are listed in the "Locations of Interest" section below). In the property owner's main vehicle, we located the Notice of Administrative Civil Penalty Assessment posted by County of Humboldt Code Enforcement Unit and a letter from the State Water Resources Control Board.

After inspecting the area around the Main Residence, I followed the road North where I located a hoophouse frame (Hoophouse 1). It measured 1,000 ft<sup>2</sup> in size and was constructed of plastic PVC piping and braced with wood. This structure was placed on a graded flat (Graded Flat 1) and had remnants of previous cultivation. The lack of weed growth within the pots found at this site suggest this area was being prepped for new cultivation.

Following the road further North, I came across the main cultivation site. I located six (6) greenhouse structures (Greenhouses 1 – 6), all placed on a series of graded terraces (Graded Flat 2). All the greenhouses were of the same construction as Hoophouse 1 and housed cannabis plants ranging from vegetative to budding and standing 3' – 6' foot in height. Throughout this entire area I found solid waste and debris, discarded soil, unpermitted electrical and lighting, and hoses running to the structures. The water supply appeared to be coming from a set of four (4) hard water tanks located just South, and uphill, of this cultivation area (Details are listed in the "Locations of Interest" section below).

From the main cultivation area, I followed another road heading Southwest where I located a hoophouse structure (Hoophouse 2) of the same construction type as the other unpermitted cultivation buildings on site. Near the structure I found a stack of soil bags suggesting this site may be getting prepped for additional cannabis cultivation. I also located a small tent like structure which appears to be set up as a rest area or shelter while working the cannabis. Hoophouse 2 was built on a graded flat (Graded Flat 3) and the entire area is strewn with piles of solid waste. I did find an additional graded flat (Graded Flat 4) that now appears abandoned from cannabis cultivation and an additional abandoned structure before headed back to the area of the Main Residence.

**Summary: 211-375-011-000**

I arrived at this location after inspection of APN: 211-375-012-000 and heading East. I noticed two (2) greenhouse structures (Greenhouses 7 & 8). They were built as same construction as greenhouses found on APN 211-375-011-000. The greenhouses where both measured at 4,200 ft<sup>2</sup> in size and did not currently have cannabis at time of inspection. They were however, filled with soil bags opened at the top and set up as pot for cultivation in a way that is commonly found on cannabis cultivation sites. This is also the same method used at the main cultivation area of 211-375-012-000. Furthermore, the both greenhouses were located on a graded flat (Graded Flat 5), had hoses ran to them, and were surrounded with piles of solid waste.

**Summary: 211-376-027-000**

The last cultivation areas are located by following the road South from 211-375-011-000. Here I located two (2) graded flats (Graded Flats 6 & 7) each containing two (2) greenhouses (Greenhouses 9 - 12). Once again, the greenhouses were of the same construction type as the other parcels inspected and used soil bags opened at the top as smart pots. The cannabis plants were budding and stood between 4' – 5' feet in height. Surrounding the flats were multiple piles of solid waste and discarded items from the cannabis cultivation operation.

On the edge of Graded Flat 7, I found evidence of erosion due to water runoff causing sediment to be moved into an unmapped waterway on the parcel.

<b>Locations of Interest: 211-376-027-000, 211-375-011-000, 211-375-012-000</b>			
<b>Wheeler Lumber Company</b>			
<b>Lat.</b>	<b>Long.</b>	<b>Description</b>	<b>Violation</b>
		<b>211-375-012-000</b>	
40.25610	-123.80541	Main Residence; metal; two-story, three-room, two-bath; slab foundation; half residence, half workshop.	331-28
40.25594	-123.80540	Generator Shack; housing generator used for Main Residence.	331-28
40.25646	-123.80541	Junk Vehicle; Blue Honda Accord; LP: 8x27168, VIN: 1HGCM55897A185233.	354-1
40.256398	-123.80543	Junk Vehicle: Black Geo Tracker; LP: 2ZNY477, VIN: 2CNBE18U1N6901766.	354-1
40.25637	-123.80558	RV; not in use.	
40.25664	-123.80531	Junk Vehicle; Black Sedan	354-1
40.25683	-123.80526	Solid Waste; pile of PVC piping.	521-4
40.25704	-123.80519	Graded Flat 1; 10,600 ft <sup>2</sup> ; 15 – 50% slope; solid waste.	314-55.4 331-14 521-4
40.25708	-123.80513	Hoophouse 1; Plastic and Wood; 1,000 ft <sup>2</sup> ; bags of soil Cannabis; none.	314-55.4 331-28
40.25757	-123.80500	Water tanks (4)	
40.25806	-123.80532	Graded Flat 2; 40,900 ft <sup>2</sup> ; 0 – 50% slope; solid waste.	314-55.4 331-14 521-4
40.36787	-123.80506	Greenhouse 1; Plastic and Wood; 2,300 ft <sup>2</sup> ; plumbing; Cannabis; vegetative, 3' – 4' feet in height; bags as pots.	314-55.4 331-28
40.25808	-123.80507	Greenhouse 2; Plastic and Wood; 4,000 ft <sup>2</sup> ; plumbing; Cannabis; 3½' – 4' feet in height; bags as pots; partitioned into 2 areas, ½ vegetative, ½ budding.	314-55.4 331-28
40.25808	-123.80521	Greenhouse 3; Plastic and Wood; 4,600 ft <sup>2</sup> ; plumbing; Cannabis; budding, 4' – 5½' feet in height; bags as pots.	314-55.4 331-28
40.25794	-123.80533	Greenhouse 4; Plastic and Wood; 4,000 ft <sup>2</sup> ; plumbing; Cannabis; budding, 5' – 6' feet in height; bags as pots.	314-55.4 331-28
40.25812	-123.80557	Greenhouse 5; Plastic and Wood; 3,500 ft <sup>2</sup> ; plumbing; Cannabis; budding, 4' – 6' feet in height; bags as pots.	314-55.4 331-28
40.25820	-123.80553	Greenhouse 6; Plastic and Wood; 3,500 ft <sup>2</sup> ; plumbing; Cannabis; budding, 5' – 5½' feet in height; bags as pots.	314-55.4 331-28
40.25697	-123.80585	Graded Flat 3; 13,600 ft <sup>2</sup> ; 0 – 50% slope; solid waste.	314-55.4 331-14 521-4

40.25697	-123.05710	Hoophouse 2; Plastic and Wood; 2,300 ft <sup>2</sup> ; bags of soil Cannabis; none.	314-55.4 331-28
40.25707	-123.80647	Graded Flat 4; 3,000 ft <sup>2</sup> ; 30 – 50 % slope; solid waste.	314-55.4 331-14 521-4
40.25745	-123.80601	Abandoned Structure	314-55.4 331-28
		<b>211-375-011-000</b>	
40.25624	-123.79916	Graded Flat 5; 22,800 ft <sup>2</sup> ; 15 – 30% slope; solid waste.	314-55.4 331-14 521-4
40.25628	-123.79905	Greenhouse 7; Plastic and Wood; 3,500 ft <sup>2</sup> ; plumbing; Cannabis; empty; bags as pots.	314-55.4 331-28
40.25624	-123.79914	Greenhouse 8; Plastic and Wood; 3,500 ft <sup>2</sup> ; plumbing; Cannabis; empty; bags as pots.	314-55.4 331-28
		<b>211-376-027-000</b>	
40.25244	-123.80011	Graded Flat 6; 10,000 ft <sup>2</sup> ; 0 – 30 % slope; solid waste.	314-55.4 331-14 521-4
40.25243	-123.80014	Greenhouse 9; Plastic and Wood; 5,000 ft <sup>2</sup> ; plumbing; Cannabis; budding, 4' – 5½' feet in height; bags as pots.	314-55.4 331-28
40.25236	-123.80013	Greenhouse 10; Plastic and Wood; 5,000 ft <sup>2</sup> ; plumbing; Cannabis; budding, 4' – 5½' feet in height; bags as pots.	314-55.4 331-28
40.25308	-123.80072	Graded Flat 7; 23,000 ft <sup>2</sup> ; 0 – 50 % slope; solid waste.	314-55.4 314-61.1 331-14 521-4
40.25276	-123.80082	Greenhouse 11; Plastic and Wood; 3,500 ft <sup>2</sup> ; plumbing; Cannabis; budding, 4' – 5' feet in height; bags as pots.	314-55.4 314-61.1 331-28
40.25325	- 123.80055	Greenhouse 12; Plastic and Wood; 4,200 ft <sup>2</sup> ; plumbing; Cannabis; budding, 4' – 5' feet in height; bags as pots.	314-55.4 314-61.1 331-28
40.25299	-123.80082	SMA; erosion carrying sediment to unmapped waterway.	314-55.4 314-61.1



<b>VIOLATIONS FOR PARCEL: 211-376-027-000, 211-375-011-000, 211-375-012-000 Wheeler Lumber Company</b>		
<b>Section</b>	<b>Nature</b>	<b>Count</b>
331-14	Grading Without Permits	123,900 ft <sup>2</sup>
331-28	Const. of Building/Structure in Violation of Building, Plumbing and/or Electrical Codes	16
314-55.4	Violation of the Commercial Cannabis Land Use Ordinance	39,600 ft <sup>2</sup>
314-61.1	Development in a Streamside Management Area without a Permit	1
354-1	Junk and/or Inoperable Vehicles	3
521-4	Improper Storage and Removal of Solid Waste	49

<b>NOTES: 211-376-027-000, 211-375-011-000, 211-375-012-000 Wheeler Lumber Company</b>	
<b>Number of Plants:</b>	3,318 cannabis plants eradicated
<b>Processed:</b>	
<b>People on Site:</b>	
	James Wheeler Property Owner Heroin Addict
<b>Other Notes:</b>	



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:

*Certified Mailing No.:*  
*9171 9690 0935 0247 990826*

Assessor's Parcel Number:  
211-376-027-000

Owner:  
Wheeler Lumber Co Inc  
P.O. Box 294  
Miranda, CA 95553

**NOTICE IS HEREBY GIVEN** that a final administrative civil penalty in the amount of **Two Million Seven Hundred Thousand Dollars (\$2,700,000.00)** 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 Seven Hundred One Thousand Four Hundred Forty-Four Dollars and sixty-seven cents (\$2,701,444.67)** 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: 211-376-027-000

**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.

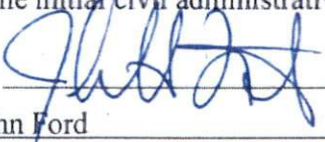
**NOTICE IS FURTHER GIVEN** that, upon receipt of an objection to the proposed assessment, the Code Enforcement Unit shall set the matter for hearing before the Humboldt County Board of Supervisors and issue a Notice of Administrative Civil Penalty Assessment Appeal Hearing as set forth in Humboldt County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

That portion of the Southeast Quarter of Northeast Quarter of Section 35, Township 2 South, Range 3 East, Humboldt Meridian, described as follows:

BEGINNING at the one-quarter corner on the line between Sections 35 and 36, Township 2 South, Range 3 East, Humboldt Meridian;

thence along said common section line, North 0 degrees 48 minutes east 653.0 feet;

thence South 85 degrees 33 minutes 22 Seconds West 1351.4 feet to the west line of the Southeast Quarter of Northeast Quarter of said Section 35;

thence along said subdivision line, South 0 degrees 43 minutes west 664.9 feet more or less to the C E 1/16 corner;

thence along the subdivision line, North 85 degrees 03 minutes east 1351.55 feet to said point of beginning based upon a survey for Charles R. Barnum, by R. B. Stipovich, L.S. dated November 1950, and recorded in Book 12 of Surveys, pages 87 to 92, Humboldt County Records. sds

**ATTACHMENT B  
ACCOUNT OF COSTS INCURRED**

<b>ADMINISTRATIVE COSTS</b>		
<b>Violation(s)</b>	<b>Nature of Cost Incurred</b>	<b>Amount</b>
§314-55.4.3  §331-28; 314-55.4.3  §331-14; 314-55.4.3	<b>Satellite Inspection of Property</b>	
	<b>1.5 Staff Hours</b>	<b>\$ 172.50</b>
	<b>Preparation and Service of Notice to Abate Nuisance &amp; Notice of Violation by Posting, by Mail, and Legal Advertisement</b>	
	<b>2.15 Staff Hours            Grant Deed Cost            Certified Mailing Cost            Driving Mileage Cost            Legal Advertisement Cost</b>	<b>\$ 438.87</b>
	<b>Preparation and Service of Over 90 Days Unresolved Warning Letter by Mail</b>	
	<b>0.5 Staff Hours Certified Mailing Cost</b>	<b>\$ 48.60</b>
	<b>Agency Assistance on Law Enforcement Search Warrant</b>	
	<b>7.25 Staff Hours Driving Mileage Cost</b>	<b>\$ 784.70</b>
		<b>Total Cost \$ 1,444.67</b>

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

<b>Violation(s)</b>	<b>Nature of Actions Taken To Impose Administrative Civil Penalty</b>	<b>Date</b>
§314-55.4.3	Satellite Inspection of Property	September 16 – 17, 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	September 18, 2019
§331-14; 314-55.4.3	Preparation and Service of Over 90 Days Unresolved Warning Letter by Mail	March 10, 2020
	Agency Assistance on Law Enforcement Search Warrant	May 11, 2020



**ATTACHMENT D**  
**ADMINISTRATIVE CIVIL PENALTY ASSESSMENT APPEAL**  
**HEARING REQUEST FORM**

**Address of Affected Property:**

**Assessor's Parcel Number:** 211-376-027-000

**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, 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:

**Wheeler Ranch Road, Miranda, CA 95553**  
**APN: 211-376-027-000; GPS 40.26026, -123.82375**

\_\_\_\_\_ 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 24<sup>th</sup> day of November 2020, in the City of Eureka, County of Humboldt, State of California.

  
\_\_\_\_\_  
Branden Howton, Code Compliance Officer

**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.)

Wheeler Lumber Co Inc  
P.O. Box 294  
Miranda, CA 95553

\_\_\_\_\_ 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, 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 April 30, 2021 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.)

Jimmie D Wheeler  
2407 Cathey Road  
Miranda, CA 95553

\_\_\_\_\_ 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 day 30th of April 2021, in the City of Eureka, County of Humboldt, State of California.

*Daniela Parada*  
\_\_\_\_\_  
Daniela Parada, Code Enforcement Legal Office Assistant