

**KINGS PEAK FARMS, LLC  
CULTIVATION AND OPERATIONS MANUAL  
HUMBOLDT COUNTY, CA**

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**PROPOSED CANNABIS  
CULTIVATION FACILITIES**

**PREPARED FOR:**



**Revised  
February 2020**

**Cultivation and Operations Manual  
For  
Kings Peak Farms, LLC**

**Proposed Cannabis Cultivation Facilities**

Lead Agency:

***Humboldt County Planning Department***

3015 H Street

Eureka, CA 95501

APN: **108-024-008**

County Application Number: **12188**

Prepared By:

***NorthPoint Consulting Group, Inc***

1117 Samoa Blvd.

Arcata, CA 95521

In Consultation with:

**Kings Peak Farms, LLC**

P.O. Box 652

Bayside, Ca 95524

Revised February 2020

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## 1. PROJECT SUMMARY

### 1.1. PROJECT OBJECTIVE

Kings Peak Farms, LLC is proposing to permit existing cannabis cultivation activities in accordance with the County of Humboldt's (County) *Commercial Medical Marijuana Land Use Ordinance* (CMMLUO). The project requires a Conditional Use Permit (CUP) for approximately 6,045 square feet (sf) of outdoor cultivation and 4,725 sf of mixed light cultivation for a total of 10,770 sf of cannabis cultivation. The project includes the permitting of existing and proposed facilities appurtenant to the cultivation, including greenhouses, and a cultivation facility for drying and curing of cannabis. The applicant aims to become fully compliant with State and Local cultivation regulations.

### 1.2. SITE DESCRIPTION

The Project is located on parcel number 108-024-008 approximately 22 miles west of the community of Redway at latitude of 40.1592 and longitude of -124.0786. The subject parcel is approximately 55.20 acres in size per the County of Humboldt's WebGIS. The site is located in both the East Fork Honeydew Creek and Sholes Creek watersheds on a ridge at an elevation of approximately 2,200 ft. Existing development of the site includes a 33'x65' metal building workshop, storage facilities, sheds, a single-family residence, and a cabin.

### 1.3. LAND USE

The subject property has a General Plan Designation Agricultural Land as identified by the Humboldt County General Plan and is zoned Unclassified. The surrounding parcels are zoned Unclassified and Timber Production.

### 1.4. STATE AND LOCAL COMPLIANCE

#### 1.4.1. STATE OF CALIFORNIA COMMERCIAL CANNABIS ACTIVITY LICENSE

Kings Peak Farms, LLC will obtain a Commercial Cannabis Activity license from the State of California once the local approval has been received.

#### 1.4.2. STATE WATER RESOURCES CONTROL BOARD

Water for irrigation purposes will be sourced from a spring point of diversion. The applicant has been issued a Small Irrigation Use Registration (SIUR) for a single point of diversion located near the southwest portion of the property (Registration # H507458). The SIUR allows for the appropriation of 371,470 gallons per year. Additionally, the applicant has two (2) filed Initial Statements of Diversion and Use (ISDU) for direct diversion and use outside of forbearance (ISDU #s S026680 and S026684).

#### 1.4.3. NORTH COAST REGIONAL WATER QUALITY CONTROL BOARD

Kings Peak Farms, LLC was historically enrolled with the North Coast Regional Water Quality Control Board (NCRWQCB) for coverage under Tier 2 of Order No. 2015-0023 *Waiver of Waste Discharge Requirements and General Water Quality Certification for Discharges of Waste Resulting from Cannabis Cultivation and Associated Activities or Operations with Similar Environmental Effects in the North Coast Region* (WDID Number 1B161308CHUM).

Kings Peak Farms, LLC has transitioned to coverage under the State Water Resources Control Board General Order WQ 2017-0023-DWQ General Waste Discharge Requirements and Waiver of Discharge Requirements for Dischargers of Waste Associated with Cannabis Cultivation Activities (WDID Number: Pending). A Site Management Plan is in the process of being developed by Pacific Watershed and will be furnished to the North Coast Regional Water Quality Control Board within 90 days post-enrollment.

#### **1.4.4. HUMBOLDT COUNTY BUILDING DEPARTMENT**

All necessary building permits will be obtained from the Humboldt County Building Department for all existing and proposed structures and supporting infrastructure upon approval of the Conditional Use Permit.

#### **1.4.5. CAL FIRE**

Applicant is in contract with a Registered Professional Forester to supply a 3-acre conversion for appropriate CalFire documentation. The subject property is located within a State Responsibility Area (SRA) for fire protection. Several improvements are proposed to meet SRA requirements, including designating a fire turn-around and pull-out area for emergency vehicles, and management of trees and vegetation around existing structures to maintain the required 100-foot defensible space. All structures on the property meet the 30-foot SRA setback requirement from property lines. A fire riser will be installed near the property's residence to SRA specifications that is connected to a 2,500-gallon emergency water tank.

#### **1.4.6. CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**

The applicant has received a Final Streambed Alteration Agreement, issued October 2017 (Agreement No. 1600-2017-0418-R1). Please refer to Appendix C for a copy of the Final Streambed Alteration Agreement. The Agreement is for three (3) encroachments which consist of a point of diversion and the operation and removal of a former point of diversion. All work will be done in accordance with the Final Streambed Alteration Agreement.

## **2. CULTIVATION AND PROCESSING**

### **2.1. PROPAGATION AND INITIAL TRANSPLANT**

Juvenile plants are propagated on site from 'mother plants' that demonstrate the desired genetics for the specific cannabis strain. Mother plants remain in the vegetative stage solely for propagation. Cuttings are sampled from the mother plants and are rooted into a growing medium, typically oasis cubes, to produce 'clones.' The clones are placed into the nursery, and once fully rooted they are transplanted directly into one (1) gallon plastic containers (see Appendix A for nursery location). The juvenile plants are irrigated using hand watering methods. After 2-4 weeks the clones are then transplanted into 20-gallon smart pots with a soil and perlite medium, and moved into a mixed light greenhouse where they continue their 'vegetative' cycle.

### **2.2. MIXED LIGHT/ OUTDOOR CULTIVATION PLAN AND SCHEDULE**

Cultivation will occur in four (4) locations for a total of 10,770 square feet (sf): three areas of cultivation in greenhouses and one full-sun outdoor cultivation area (Table 2.). Cultivation occurring in greenhouses consists of heavy gauge steel tubing and are covered with a 10-mil woven poly translucent opaque tarp. Each greenhouse is ventilated by intake and exhaust fans. The greenhouses utilize light deprivation to produce up to three (3) flowering cycles per year and are equipped with arms to assist the blackout tarps being pulled over the greenhouse. There is a single greenhouse that will utilize mixed-light cultivation. This greenhouse will use small incandescent lights to extend the growing season. Black out tarps will be used to achieve both light deprivation and Dark Sky standards. Any greenhouse or propagation area with supplemental lighting will be properly maintained by shielding so little to no light escapes. Light shall not escape at a level this is visible from neighboring properties between sunset and sunrise.

Table 2.2: List of Existing and Proposed Greenhouses		
Cultivation Dimensions	Cultivation Area (sf)	Cultivation Type
-	230	Outdoor Cultivation
34'x75'	2,550	Outdoor Cultivation in Greenhouse
34'x96'	3,264	Outdoor Cultivation in Greenhouse
34'x139'	4,726	Mixed-Light Cultivation
<b>Total</b>	<b>10,770 sf</b>	

### 2.3. IRRIGATION PLAN AND SCHEDULE

Irrigation of plants occurs using top-feed hand watering methods while juveniles. Once the plants are transplanted into the greenhouse's raised beds plants are watered by drip irrigation. Tubing runs the length of the beds with drip emitters placed at the base of the plant. Each emitter delivers the right amount of water directly to the base of the plants so over watering is not occurring. Kings Peak Farms, LLC maintains that irrigation is efficiently managed, allowing for daily inspection of each plant by the cultivator.

### 2.4. HARVESTING, DRYING, AND TRIMMING

Plants that are ready for harvest have their flowering branches removed and suspended in the drying room which is equipped with ventilation fans. The drying will take place in the shop/barn and in the shed. The drying process takes approximately one week, at which time the flowers are bucked into manageable buds and placed in storage bins. Trimming will be done on site at the proposed 30' x 80' processing facility (refer to Appendix A). The waste product, or 'trim', is collected and placed into bins to be weighed, labeled, and sealed. Trim will be transferred to an offsite, licensed manufacturing facility.

### 2.5. EMPLOYEE PLAN

Kings Peak, LLC is an "agricultural employer" as defined in the Alatorre-Zenovich-Dunlap-Berman Agricultural Labor Relations Act of 1975 (Part 3.5 (commencing with Section 1140) of Division 2 of the Labor Code), and complies with all applicable federal, state and local laws and regulations governing California Agricultural Employers.

#### 2.5.1. JOB DESCRIPTIONS AND EMPLOYEE SUMMARY

- *Agent in Charge*: Responsible for business oversight and management of the Kings Peak Farms, LLC Responsibilities include, but are not limited to: inventory and tracking, personnel management, record keeping, budget, and liaison with State and County inspectors as needed. This is a part-time to full-time, seasonal position.
- *Lead Cultivator*: Oversight and management of the day to day cultivation of cannabis. Responsibilities include, but are not limited to: plant propagation and transplant, soil management, irrigation, fertilization, pesticide management, and harvest activities. This is a full-time, year-round position.
- *Assistant Cultivator / Processing Manager*: Provides support to the *Lead Cultivator* in their day to day duties and takes the lead role during times when the *Lead Cultivator* may be off site. Once processing activities commence, the *Assistant Cultivator* duties switch to oversight and management of processing the dried cannabis. This is a full-time, seasonal position.
- *Seasonal Laborer*: Provides cultivation and harvesting support. This is a part-time to full-time, seasonal position.

### **2.5.2. STAFFING REQUIREMENTS**

In addition to the *Agent in Charge, Lead Cultivator, and two (2) Assistant Cultivator positions, Seasonal Laborers* are employed. The number of seasonal laborers varies based on the needs of the farm during cultivation and harvesting. During peak season, there are an estimated total of six (6) employees on site.

### **2.5.3. PARKING PLAN**

There will be six (6) parking spots located through the site. Four (4) parking spaces are adjacent to the existing residence and the remaining two (2) are located near the existing cabin. Employees will be housed on-site in the existing residence and cabin. Providing housing for employees will minimize impacts on the road and will not substantially increase road use. Employees will carpool to the site, if able to.

### **2.5.4. EMPLOYEE TRAINING AND SAFETY**

On site cultivation, harvesting, and drying is performed by employees trained on each aspect of the procedure including: cultivation and harvesting techniques and use of pruning tools; proper application and storage of pesticides and fertilizers. All cultivation and processing staff are provided with proper hand, eye, body and respiratory Personal Protective Equipment (PPE). Access to the onsite cultivation, drying and processing facilities are limited to authorized and trained staff.

All employees are trained on proper safety procedure including fire safety; use of rubber gloves and respirators; proper hand washing guidelines; and protocol in the event of an emergency. Contact information for the local fire department, CAL FIRE, Humboldt County Sheriff and Poison Control as well as the Agent in Charge will be posted at the employee restroom. Each employee is provided with a written copy of emergency procedures and contact information. The material safety data sheets (MSDS) are kept on site and accessible to employees.

### **2.5.5. DRINKING WATER, TOILETS AND HANDWASHING FACILITIES**

Drinking water will be brought to the site for employee use and consumption. Water will be kept in a safe and accessible location for employees.

There are two existing On-Site Waste Treatment (OSWT) systems. One serves the single-family residence with a finished bathroom and is permitted. The other system serves the two cabins, each with a finished bathroom and is still to be permitted by the Humboldt County Department of Environmental Health.

### **2.5.6. ON SITE HOUSING**

The existing single-family residence located on site is occupied by employees during the peak period of March through December. The existing cabin can handle the remaining employees during the peak period of March through December. No new residential structures are proposed as a part of this project.

## **2.6. SECURITY PLAN AND HOURS OF OPERATION**

### **2.6.1. FACILITY SECURITY**

The site is secured by locked gates on the access road. Access to the facilities are limited exclusively to employees, and restricted access signs are posted conspicuously at the entry gates. During the working season the agent in charge will be living in the residence on the property.

### 2.6.2. HOURS OF OPERATION

Activities associated with cultivation in the greenhouses (watering, transplanting, and harvesting) generally occur during daylight hours. All other activities such as processing typically occur no earlier than 8am and extend no later than 9pm.

## 3. ENVIRONMENT

### 3.1. WATER SOURCE AND PROJECTED WATER USE

Water for the site is supplied from a spring point of diversion located on the southern portion of the property, identified in the SIUR. Refer to section 2.4 for a summary of irrigation practices, and Appendix C for the monthly irrigation schedule.

The applicant intends to use approximately 162,000 gallons of water to irrigate approximately 10,770 sf of cannabis cultivation. The irrigation water usage for cultivation during a typical year was estimated based on the existing cultivation area and the peak seasonal demand (Table 3.1). Variables such as weather conditions and specific cannabis strains will also have a slight effect on water use.

Table 3.1: Estimated Annual Irrigation Water Usage (Gallons)												
Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
0	0	5,500	9,500	15,500	26,500	34,500	32,500	26,500	11,500	0	0	162,000

### 3.2. WATER STORAGE

The table below outlines the existing and proposed water storage on the parcel. Kings Peak Farms, LLC has an existing water storage capacity of 139,900 gallons. The applicant intends to install multiple 5,000-gallon water storage tanks to increase the total storage volume. The total proposed water storage volume is 164,900-gallons of water (Table 3.2). This will provide sufficient water storage to meet the forbearance period.

Table 3.2: List of Existing and Proposed Water Storage Vessels on Site				
Existing/Proposed	Type	Quantity (Gallons)	Number	Total Storage (Gallons)
Existing	Water Bladder	20,000	6	120,000
Existing	Plastic Tank	3,000	3	9,000
Existing	Plastic Tank	5,000	5	10,000
Existing	Plastic Tank	300	2	600
<b>Total Existing Storage</b>	---	---	<b>5</b>	<b>139,900</b>
Proposed storage tank	Plastic Tank	5,000	5	180,000
<b>Total Proposed Storage</b>	---	---	---	<b>164,900</b>



### 3.3. SITE DRAINAGE, RUNOFF, AND EROSION CONTROL

As mentioned prior, Kings Peak Farms, LLC was historically enrolled with the North Coast Regional Water Quality Control Board (NCRWQCB) for coverage under Tier 2 of Order No. 2015-0023 *Waiver of Waste Discharge Requirements and General Water Quality Certification for Discharges of Waste Resulting from Cannabis Cultivation and Associated Activities or Operations with Similar Environmental Effects in the North Coast Region*. Kings Peak Farm, LLC is in the process of transitioning to coverage under the State Water Resources Control Board General Order WQ 2017-0023-DWQ *General Waste Discharge Requirements and Waiver of Discharge Requirements for Dischargers of Waste Associated with Cannabis Cultivation Activities*. Pacific Watershed Associated has transitioned



Kings Peak Farms, LLC to the state order. Additionally, a Site Management Plan is in the Process of being developed by Pacific Watershed Associates and will be furnished to the North Coast Regional Water Quality Control Board within 90 days post-enrollment.

The Site Management Plan (SMP) will be developed utilizing best practical treatment or controls (BPTC's) in accordance with the SWRCB's and NCRWQCB's recommendations. The drainage and erosion control measures described below will be addressed in the SMP.

#### **3.3.1. SITE DRAINAGE AND RUNOFF**

Site investigation for the development of the Site Management Plan (SMP) is being conducted by Pacific Watershed Associates. Generally, to remedy road drainage, recommended corrective measures include shaping and installing road drainage features such as rolling dips to break up runoff and disperse at even intervals. The SMP will identify, if any, erosion near cultivation areas and any recommendations to seed and mulch on all exposed soil areas. The French drain near the graded cultivation area identified by the SMP as cultivation area #1 lacks proper drainage and the SMP recommended to armor the outlet to provide energy dissipation.

#### **3.3.2. EROSION CONTROL**

The Site Management Plan (SMP) will include erosion and sediment control BPTC's designed to prevent, contain, and reduce sources of sediment. The SMP may also include corrective actions to reduce sediment delivery, such as: outsloping, adding rocked rolling dips, adding seed and straw to bare surfaces for stabilization, and improving inboard ditches. Additionally, the SMP requires mulch piles and spoils from any grading to be stored in a designated location away from watercourses.

#### **3.4. WATERSHED AND HABITAT PROTECTION**

Adherence to the Site Management Plan (SMP) ensures that the watershed and surrounding habitat are protected. The cultivation activities and associated structures are >100 feet from the nearest watercourse, providing a suitable buffer between the cultivation operation and habitat. Additionally, site development and maintenance activities utilize BPTC's in accordance with the SWRCB's recommendations. Any grading and earthwork activities will be conducted by a licensed contractor in accordance with approved grading permits and the SMP, once developed.

#### **3.5. MONITORING AND REPORTING**

Monitoring will be conducted to confirm the effectiveness of corrected measures listed in the WRPP and SMP and determine if the site meets all of the BPTC Measures in Attachment A of the Order. The Site Management Plan provides more details regarding Monitoring and Reporting. The applicant tracks all water diversion and use and records fertilizer applications. This information will be reported to the State Water Resources Control Board in the Annual Report, due annually by March 1<sup>st</sup>.

#### **3.6. ENERGY AND GENERATOR USE**

Electricity for the site is provided by one 70-kilowatt generator, and three other generators of unknown generating capacity. Kings Peak Farms, LLC will limit the use of the generators on an as needed basis in accordance with all guidelines set up by Humboldt County and the State of California. The generators are estimated to be in operation from July to October for supplemental lighting within the structures and drying of cannabis for 4 to 8 hours a day. Generators are stored inside the shed and barn. The containers used to store the fuel will have secondary containment for spill prevention (Appendix F- Generator Data Sheets).

### 3.7. USE AND STORAGE OF REGULATED PRODUCTS

#### 3.7.1. FUEL STORAGE

Propane is used for heating and is stored in six (6) 30-gallon, six (6) 12-gallon, and ten (10) 5-gallon tanks. Diesel storage is 330-gallon tank with secondary containment as well as 55 gallons for emergency fuel. Diesel storage tank 550-gallon has been decommissioned. Gasoline is stored in 5-gallon containers in storage shed with C.A.R.B. vapor check valve for air quality control. A maximum storage of 100 gallons of oil for equipment is stored on-site, and oil changes for all equipment take place with a spill kit and safety gear on hand. All other maintenance is done at a certified maintenance facility (Table 3.3). Prescribed corrective measures per SMP include storing all petroleum products onsite under cover and off the ground in a sealed secondary container. Petroleum products will not be stored in same building as other chemicals.

Table 3.3: Fuel Quantities and Storage			
Type	Quantity (Gallons)	Number	Total Storage (Gallons)
Propane	30	6	180
Propane	12	6	72
Propane	5	10	50
Diesel	1,000	1	1,000
Diesel	330	1	330
Diesel	55	1	55
Gasoline	5.5	12	60
Oil	100	1	100
<b>Cumulative Storage</b>	---	<b>38</b>	<b>1,847</b>

#### 3.7.2. BEST MANAGEMENT PRACTICES

Best Management Practices (BMP's) are employed when storing, handling, mixing, application and disposal of all fertilizers, pesticides and fungicides. All nutrients, pesticides and fungicides are located in a locked storage room, and contained within watertight, locked and labeled containers in accordance with manufactures instruction. Application rates will be tracked and reported with the end of the year monitoring report required in the Site Management Plan (SMP). Employees responsible for application are trained to handle, mix, apply or dispose of pesticides/fungicides with proper hand, eye body and respiratory protection in accordance with the manufacturer's recommendations. See the SMP for complete BMP specifications for the use and storage of regulated products. Kings Peak Farms, LLC uses bleach and 99% alcohol on site for sanitizing and cleaning. Bleach is stored in a maximum of 4-gallon quantities, and 99% alcohol is stored in a maximum of 20-gallon quantities.

#### 3.7.3. FERTILIZERS

Fertilizers are applied and watered through the feeder tank that is connected into the drip irrigation. All fertilizers, soil amendments or any plant related chemicals that are not in use are being stored in sealed containers in the garage. Timing and volume of any fertilizers and soil amendments being used in the operations is being recorded in a log sheet per the SMP. Fertilizers and soil nutrients used include:

- Advanced Nutrients Bud Candy
- Boogie Brew
- Botanicare CalMag
- Botanicare Liquid Karma

- Dynagro Pro-Tekt
- Liquid Karma
- Vegtime

#### **3.7.4. PESTICIDES AND FUNGICIDES**

No pesticides or fungicides are being used for cultivation. See Appendix B - *Regulated Products Resource List* for product details.

### **3.8. WASTE MANAGEMENT PLAN**

#### **3.8.1. SOLID WASTE MANAGEMENT**

Solid waste, household trash, recycling, empty fertilizer containers and any chemical waste (old paint, empty spray paint cans, and outdated stain for fencing) is stored in an enclosed trailer located near the processing facility until transferred once a week to the local Eel River Disposal facility in Redway. All containers are placed to prevent storm water contamination and leachate from entering or percolating to receiving waters.

Vegetation matter such as branches and leaves will be chipped and composted at the lower cultivation site. The root balls will be burned in the winter during the appropriate burn days recommended by the local fire department. Soil will be left in the raised beds and cover crop planted in rainy months. Spent soil is taken to Eel River Scrap and Salvage in Fortuna for recycling.

#### **3.8.2. IRRIGATION RUNOFF MANAGEMENT**

The water management plan aims to irrigate at agronomic rates, using drip emitters. Refer to section 2.4 for a summary of irrigation practices. No evidence of water movement and erosion in the cultivation area was observed during the site assessment. Kings Peak Farms, LLC will apply amendments and fertilizers per label specifications.

## **4. PRODUCT MANAGEMENT**

### **4.1. PRODUCT TESTING AND LABELING**

Samples are selected from individual harvested cannabis strains and are tested by a licensed third-party lab in accordance with State and local standards.

### **4.2. PRODUCT INVENTORY AND TRACKING**

The applicant will enroll in the California Cannabis Track & Trace (CCTT) METRC program and complies with all METRC regulations.

### **4.3. TRANSPORTATION AND DISTRIBUTION**

Transportation will be handled by a licensed transporter/distributor in accordance with State and Local regulations. All merchantable product will be distributed through licensed commercial cannabis dispensaries. Prior to moving packages from the on-site holding facility to another physical location, a transport manifest will be created by the distributor/transporter and will include:

- Product ID numbers and product weight
- Route to be travelled
- Origin and destination addresses
- Time of departure
- Time of arrival

The *Agent in Charge* and the *Processing Manager* are responsible for performing a physical inventory of all packages being transported, and ensuring that the physical inventory coincides with the transport manifest.

## APPENDIX A: SITE PLAN

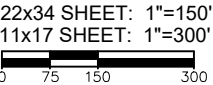


**FROM EUREKA, CA**  
 -SOUTHBOUND ON US-101  
 (APPROX. 61.7 MILES)  
 -EXIT ONTO 642 TOWARDS REDWAY  
 (APPROX. 0.2 MILES)  
 -SLIGHT RIGHT ONTO REDWOOD DR.  
 (APPROX. 1.8 MILES)  
 -TURN RIGHT ONTO BRICELAND THORN RD.  
 (APPROX. 10 MILES)  
 -STRAIGHT ONTO ETTERSBURG RD.  
 (APPROX. 6.3 MILES)  
 -STRAIGHT ONTO WILDER RIDGE RD.  
 (APPROX. 5.3 MILES)  
 -TURN LEFT ONTO HORSE MOUNTAIN RD.  
 (APPROX. 2.8 MILES)  
 -TURN RIGHT ONTO KINGS PEAK RD.  
 (APPROX. 4.9 MILES)  
 -SITE DRIVEWAY ON LEFT

KINGS PEAK FARMS CO-OP IS PROPOSING TO PERMIT EXISTING/PROPOSED CANNABIS CULTIVATION ACTIVITIES IN ACCORDANCE WITH THE COUNTY OF HUMBOLDT (COUNTY) COMMERCIAL MEDICAL MARIJUANA LAND USE ORDINANCE (CMMLUO), ORDINANCE NO. 2554. THE OPERATION INCLUDES APPROXIMATELY 10,770 SQUARE FEET (SF) OF CANNABIS CULTIVATION AREA OF WHICH 4,725 SQ FT IS MIXED LIGHT. THE PROJECT PROPOSAL INCLUDES THE DEVELOPMENT OF FACILITIES APPURTENANT TO THE CULTIVATION, INCLUDING FACILITIES FOR DRYING, CURING, GRADING AND TRIMMING OF CANNABIS, WATER DIVERSION WORKS, AND APPROPRIATE WATER STORAGE.

1. DRAWING SCALE AS NOTED. WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS.
2. THIS IS NOT A BOUNDARY SURVEY. BOUNDARY INFORMATION DEPICTED HAS BEEN OBTAINED FROM HUMBOLDT COUNTY 2015 GIS DATA. NORTHPOINT CONSULTING GROUP, INC. HAS NOT VERIFIED THIS PROPERTY BOUNDARY.
3. THERE ARE NO NEARBY SCHOOLS, SCHOOL BUS STOPS, PLACES OF WORSHIP, PUBLIC PARKS OR TRIBAL RESOURCES WITHIN 600 FEET OF THE EXISTING CULTIVATION AREA.
4. THERE ARE NO RESIDENCES ON ADJOINING PARCELS WITHIN 300 FEET OF THE PROPOSED CULTIVATION AREAS.
5. ALL AREAS OUTSIDE OF THE CANNABIS ACTIVITIES ARE USED IN ACCORDANCE TO THE HUMBOLDT COUNTY LAND USE DESIGNATION.

APN: 108-024-008



APPLICANT:  
KINGS PEAK FARMS, LLC.  
12999 KINGS PEAK RD.  
GARBERVILLE, CA 95542

PROPERTY OWNER:  
JOSHUA CUNNING  
266 CITY CENTER DR.  
ROHNERT PARK, CA 94928

APPLICANTS AGENT:  
NORTHPOINT CONSULTING GROUP, INC  
317 3RD STREET, SUITE 15  
EUREKA, CA 95501  
(707) 798-6438

SITE ADDRESS:  
APN: 108-024-008  
12999 KINGS PEAK RD.  
GARBERVILLE, CA 95542

MIXED LIGHT CULTIVATION= 4,725 SQ FT

OUTDOOR CULTIVATION = 6,045 SQ FT

PROPERTY SIZE= ±55.2 ACRES

- PACKAGING

C0 - SITE PLAN & NOTES  
C1 - EXISTING  
C2 - PROPOSED

[illegible]

**NORTHPOINT**  
**CONSULTING GROUP, INC.**  
1117 Samoa Blvd., Arcata, CA 95521

KING'S PEAK FARMS, LLC.  
12999 KINGS PEAK RD. GARBERVILLE, CA 95542  
CUP - PLOT PLAN, VICINITY MAP, AND PROJECT NOTES

PROJ. MGR.: PS  
DRAWN BY: CJG  
DATE: 02/05/20  
SCALE: AS SHOWN

**SHEET**  
**C0**

18-047









## APPENDIX B: REFERENCES

Bass, Ronald E., Kenneth M. Bogdan, and Terry Rivasplata. 2013. CEQA Desktop. Point Arena, CA; Solano Book Press. Page 44.

California Code of Regulations. Health and Safety Code Section 11357-11362.9.  
<<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=hsc&group=11001-12000&file=11357-11362.9>> Date accessed: July 16, 2014.

California NORML. SB 420 Establishes Prop. 215 Guidelines, Voluntary Patient Identification Card System.  
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[http://www.ag.ca.gov/cms\\_attachments/press/pdfs/n1601\\_medicalmarijuanaguidelines.pdf](http://www.ag.ca.gov/cms_attachments/press/pdfs/n1601_medicalmarijuanaguidelines.pdf)

## APPENDIX C: CDFW FINAL STREMA BED ALTERATION AGREEMENT

# RECEIVED

OCT 06 2017

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE  
REGION 1 – NORTHERN REGION  
619 Second Street  
Eureka, CA 95501

CDFW - EUREKA



## **STREAMBED ALTERATION AGREEMENT**

NOTIFICATION NO. 1600-2017-0418-R1

Unnamed Tributaries to the North Fork Bear Creek, Tributary to Bear Creek, Tributary to the Mattole River and the Pacific Ocean

Mr. Anthony Harris  
Harriss Water Diversion Project  
3 Encroachments

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Mr. Anthony Harris (Permittee).

## **RECITALS**

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, the Permittee initially notified CDFW on June 30, 2017, that the Permittee intends to complete the project described herein.

WHEREAS, pursuant to FGC section 1603, CDFW has determined that the project could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

WHEREAS, the Permittee has reviewed the Agreement and accept its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, the Permittee agrees to complete the project in accordance with the Agreement.

## **PROJECT LOCATION**

The project to be completed is located within the North Bear Creek and Mattole River watersheds, approximately 4.6 miles west northwest of the town of Ettersburg, County of Humboldt, State of California. The project is located in Section 33, T5S, R1E, Humboldt Base and Meridian; in the Honeydew U.S. Geological Survey 7.5-minute quadrangle; Assessor's Parcel Numbers 108-024-08 and 108-033-20; latitude 40.1589 N and longitude 124.0802 W.

## **PROJECT DESCRIPTION**

The project is limited to three encroachments (Table 1). Two encroachments will permit water diversion from unnamed tributaries to the North Fork Bear Creek. Water is diverted for domestic use and irrigation. Work for the water diversion will include use

and maintenance of the water diversion infrastructure. The third encroachment will remove water diversion infrastructure deemed unnecessary (POD-2). Work for this project will include removal of the structure by hand.

Table 1. Project encroachments with description

ID	Latitude/Longitude	Description
POD-1	40.1579, -124.0807	Water diversion from a spring adjacent to a Class III stream
POD-2	40.1566, -124.0798	Remove diversion infrastructure from Class II spring/seep
POD-3	40.1567, -124.0798	Water diversion from a Class II spring/seep

## PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include: Southern Torrent Salamander (*Rhyacotriton variegatus*), Coastal Tailed Frog (*Ascaphus Truei*), Chinook Salmon (*Oncorhynchus tshawytscha*), Coho Salmon (*O. kisutch*), Steelhead Trout (*O. mykiss*), amphibians, reptiles, aquatic invertebrates, mammals, birds, and other aquatic and riparian species.

The adverse effects the project could have on the fish or wildlife resources identified above include:

### Impacts to water quality:

increased water temperature;  
reduced instream flow;

### Impacts to bed, channel, or bank and direct effects on fish, wildlife, and their habitat:

loss or decline of riparian habitat;  
direct impacts on benthic organisms;

### Impacts to natural flow and effects on habitat structure and process:

cumulative effect when other diversions on the same stream are considered;  
diversion of flow from activity site;  
direct and/or incidental take;  
indirect impacts;  
impediment of up- or down-stream migration;  
water quality degradation; and  
damage to aquatic habitat and function.

## MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

### 1. Administrative Measures

The Permittee shall meet each administrative requirement described below.



- 1.1 Documentation at Project Site. The Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. The Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of the Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Adherence to Existing Authorizations. All water diversion facilities that the Permittee owns, operates, or controls shall be operated and maintained in accordance with current law and applicable water rights.
- 1.4 Change of Conditions and Need to Cease Operations. If conditions arise, or change, in such a manner as to be considered deleterious by CDFW to the stream or wildlife, operations shall cease until corrective measures approved by CDFW are taken. This includes new information becoming available that indicates that the bypass flows and diversion rates provided in this agreement are not providing adequate protection to keep aquatic life downstream in good condition or to avoid "take" or "incidental take" of federal or State listed species.
- 1.5 Notification of Conflicting Provisions. The Permittee shall notify CDFW if the Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall contact the Permittee to resolve any conflict.
- 1.6 Project Site Entry. The Permittee agrees to allow CDFW employees access to any property it owns and/or manages for the purpose of inspecting and/or monitoring the activities covered by this Agreement, provided CDFW: a) provides 24 hours advance notice; and b) allows the Permittee or representatives to participate in the inspection and/or monitoring. This condition does not apply to CDFW enforcement personnel.

## **2. Avoidance and Minimization Measures**

To avoid or minimize adverse impacts to fish and wildlife resources identified above, the Permittee shall implement each measure listed below.

- 2.1 Permitted Project Activities. Except where otherwise stipulated in this Agreement, all work shall be in accordance with the Permittee Notification received on June 30, 2017, together with all maps, BMP's, photographs, drawings, and other supporting documents submitted with the Notification.

- 2.2 Work Period. All work, not including water diversion, shall be confined to the period August 15 through October 1 of each year. Work within the active channel of a stream shall be restricted to periods of **dry weather**.
- 2.3 Maximum Diversion Rate. The maximum instantaneous diversion rate from the water intake shall not exceed 3 gallons per minute (gpm), or 20% of the total flow at any time.
- 2.4 Bypass Flow. The Permittee shall bypass a minimum of 80% of the surface flow at all times to keep all aquatic species including fish and other aquatic life in good condition below the point of diversion.
- 2.5 Seasonal Diversion Minimization. No more than 150 gallons per day shall be diverted during the low flow season from April 1 to October 31 of any year. Water shall be diverted only if the Permittee can adhere to conditions 2.3 and 2.4 of this Agreement.
- 2.6 Measurement of Diverted Flow. The Permittee shall install a device acceptable to CDFW for measuring the quantity of water diverted to and from the spring and well. This measurement shall begin as soon as this Agreement is signed by the Permittee. The Permittee shall record the quantity of water diverted each week in a log book that is stored on the parcel. Water Diversion Records shall be submitted to CDFW each year per condition 3.1 of this Agreement.
- 2.7 Water Management Plan. The Permittee shall submit a Water Management Plan no later than May 15, 2018, that describes how compliance will be achieved under this Agreement. The Water Management Plan shall include details on water storage, water conservation, or other relevant material to maintain water needs in coordination with forbearance and bypass flow requirements. The Water Management Plan shall include a brief narrative describing water use on the property, photographs to support the narrative, and water use calculations to ensure compliance with this Agreement. The Water Management Plan shall be submitted to CDFW at 619 Second Street, Eureka, CA 95501.
- 2.8 Intake Structure. No polluting materials (e.g., particle board, plastic sheeting, bentonite) shall be used to construct or screen, or cover the diversion intake structure.
- 2.9 Intake Screening. Screens shall be installed on intakes wherever water is diverted, and shall be in place whenever water is diverted. Openings in intakes shall not exceed 1/8 inch diameter (horizontal for slotted or square openings) or 3/32 inch for round openings. The Permittee shall regularly inspect, clean, and maintain screens in good condition.



- 2.10 Intake Shall Not Impede Aquatic Species Passage. The water diversion structures shall be designed, constructed, and maintained such that they do not constitute a barrier to upstream or downstream movement of aquatic life.
- 2.11 Water Conservation. The Permittee shall make best efforts to minimize water use, and to follow best practices for water conservation and management.
- 2.12 Water Storage Maintenance. Storage tanks shall have a float valve to shut off the diversion when tanks are full to prevent overflow from being diverted when not needed. The Permittee shall install any other measures necessary to prevent overflow of tanks resulting in more water being diverted than is used.
- 2.13 State Water Code. This Agreement does not constitute a valid water right. The Permittee shall comply with State Water Code sections 5100 and 1200 et seq. as appropriate for the water diversion and water storage. The application for this registration is found at:  
[http://www.waterboards.ca.gov/waterrights/publications\\_forms/forms/](http://www.waterboards.ca.gov/waterrights/publications_forms/forms/)

### 3. Reporting Measures

- 3.1 Measurement of Diverted Flow. Copies of the **Water Diversion Records** (Condition 2.6) shall be submitted to CDFW at 619 Second Street, Eureka, CA 95501 no later than **December 31 of each year beginning in 2017**.
- 3.2 Water Management Plan. The Permittee shall submit a **Water Management Plan** (Condition 2.7) no later than **May 15, 2018**, that describes how compliance will be achieved under this Agreement. The Water Management Plan shall be submitted to CDFW at 619 Second Street, Eureka, CA 95501.

### CONTACT INFORMATION

Written communication that the Permittee or CDFW submits to the other shall be delivered to the address below unless the Permittee or CDFW specifies otherwise.

To Permittee:

Mr. Anthony Harris  
12999 Kings Peak Road  
Garberville, California 95542  
707-800-2203  
[dieselman@ME.com](mailto:dieselman@ME.com)

To CDFW:

Department of Fish and Wildlife  
Northern Region  
619 Second Street  
Eureka, California 95501  
Attn: Lake and Streambed Alteration Program  
Notification #1600-2017-0418-R1

**LIABILITY**

The Permittee shall be solely liable for any violation of the Agreement, whether committed by the Permittee or any person acting on behalf of the Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the project or any activity related to it that the Agreement authorizes.

This Agreement does not constitute CDFW's endorsement of, or require the Permittee to proceed with the project. The decision to proceed with the project is the Permittee's alone.

**SUSPENSION AND REVOCATION**

CDFW may suspend or revoke in its entirety this Agreement if it determines that the Permittee or any person acting on behalf of the Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with the Agreement.

Before CDFW suspends or revokes the Agreement, it shall provide the Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide the Permittee an opportunity to correct any deficiency before CDFW suspends or revokes the Agreement, and include instructions to the Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

**ENFORCEMENT**

Nothing in the Agreement precludes CDFW from pursuing an enforcement action against the Permittee instead of, or in addition to, suspending or revoking the Agreement.

Nothing in the Agreement limits or otherwise affects CDFW's enforcement authority or that of its enforcement personnel.



## **OTHER LEGAL OBLIGATIONS**

This Agreement does not relieve the Permittee or any person acting on behalf of the Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from obtaining any other permits or authorizations that might be required under other federal, state, or local laws or regulations before beginning the project or an activity related to it.

This Agreement does not relieve the Permittee or any person acting on behalf of the Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the FGC including, but not limited to, FGC sections 2050 *et seq.* (threatened and endangered species), 3503 (bird nests and eggs), 3503.5 (birds of prey), 5650 (water pollution), 5652 (refuse disposal into water), 5901 (fish passage), 5937 (sufficient water for fish), and 5948 (obstruction of stream).

Nothing in the Agreement authorizes the Permittee or any person acting on behalf of the Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

## **AMENDMENT**

CDFW may amend the Agreement at any time during its term if CDFW determines the amendment is necessary to protect an existing fish or wildlife resource.

The Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and the Permittee. To request an amendment, the Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

## **TRANSFER AND ASSIGNMENT**

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by the Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, the Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

## EXTENSIONS

In accordance with FGC section 1605(b), the Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, the Permittee shall submit to CDFW a completed CDFW "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). CDFW shall process the extension request in accordance with FGC 1605(b) through (e).

If the Permittee fails to submit a request to extend the Agreement prior to its expiration, the Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers (FGC section 1605(f)).

## EFFECTIVE DATE

The Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after the Permittee signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable FGC section 711.4 filing fee listed at [http://www.wildlife.ca.gov/habcon/ceqa/ceqa\\_changes.html](http://www.wildlife.ca.gov/habcon/ceqa/ceqa_changes.html).

## TERM

This Agreement shall **expire five years** from date of execution, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. The Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as FGC section 1605(a)(2) requires.

## AUTHORITY

If the person signing the Agreement (signatory) is doing so as a representative of the Permittee, the signatory hereby acknowledges that he or she is doing so on the Permittee's behalf and represents and warrants that he or she has the authority to legally bind the Permittee to the provisions herein.

## AUTHORIZATION

This Agreement authorizes only the project described herein. If the Permittee begins or completes a project different from the project the Agreement authorizes, the Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with FGC section 1602.

## CONCURRENCE

The undersigned accepts and agrees to comply with all provisions contained herein.

**FOR Mr. Anthony Harris**

*A. Harris*

Anthony Harris

*10-6-17*

Date

**FOR DEPARTMENT OF FISH AND WILDLIFE**

*Scott Bauer*

Scott Bauer

Senior Environmental Scientist Supervisor

*11/9/17*

Date