

**SUPPLEMENTAL INFORMATION #1**

For Zoning Administrator Agenda of:  
October 1, 2020

[X] Public Hearing Item

**Item No.: E-1**

Re: **Organic Medicinals, Inc. Special Permit**

Record Number: PLN-2019-15602

Assessor's Parcel Number: 209-191-018

125 Shively Flat Road, Shively

Attached for the Zoning Administrator's record and review are the following supplementary information items:

1. Letter of opposition from Anthony Micheli objecting to commercial nursery.
2. Comment letter from John Robey.
3. Comment letter from Linda Vonah with concerns about traffic resulting from project.
4. Letter of support from Diane Welch.
5. Letter of opposition from Hillary Schwartz. The following exhibits were included:
  - a. Exhibit 1: Cease and Desist Order
  - b. Exhibit 2: Chain of Title to Easement
  - c. Exhibit 3: Access Road Pictures
6. Letter of support from Rosie Reynolds.
7. Letter of support from Elizabeth Dunlap.
8. Letter of support from Eliza Barrett.

1. Anthony Micheli

Original Letter



Cliff Johnson and Steven Santos and Stephen Luther

I brought my first parcel in Shively in 1972 ap#209-171-005. A ten acre parcel that is 660ft by 660ft according to the county recorders office.

Last week the county busted an illegal grow for the second time in 3 years. ap#209-171-04. The county busted this illegal grow 3 years ago and since then it has been a blight. Plastic blowing off the greenhouses, garbage and a haven for rats. In fact last year they came in and grew and then got out before the county knew. This parcel is one removed from my parcel. My question is: How long does this go on for? Is the owner fined or see you again next year?

Along my back fence line is ap# 209-191-18. I use to own this parcel up about 20 years ago. So I know the parcel well. These growers have built 3 two story living structures in the flood zone. I have seen people go in out of these structures all day and night. They need to be torn down. The county made the owner of ap#209-121-04 on Stockel Lane tear down that house that was in the flood zone some years ago. If you do not deal with this problem please direct me to the proper agency. About illegal cannabis now. Up to 3 years ago this growers grew on the other side of the railroad tracts that divide this property. Last year they grew very little away from my property line. This year they have expanded to a least 5 times what they grew last year all along my fence line. I am enclosing a cultivation plan that was submitted to the county on June 2, 2020 PLN-2019-15602 Organic Medicinals, Inc. How is it legal to submit a plan and then plant according to that plan before it is approved? What is the set back from my property the plants have to be? The legal grower on my opposite fence line told me, his plants have to be 270ft. Because he asked I signed a letter stating he could plant closer to my fence line. My biggest concern is they are a nursery growing seeds, at least they did that last year. That means there is pollen in the air. A legal cannabis grower on the other side of me complained last year that pollen from their property ruined his flower crop. I should tell you that I have a degree in range management with majors in botany and soils from Humboldt State. I am enclosing the letter that was sent last year by my neighbors attorney to these property owners. Were you aware of this when you gave approval for this project? This is what happens when you try to slip something through with out notifying the neighbors of potential financial impact Last year I was offered 2 million dollars for my property. I turned it down. Instead I opt to lease my property for the next 2 years for over \$20,000 a year. The grower tells me it will take 2 years to get a permit.

Now this grower <sup>MAY</sup> ~~my~~ void our contract because of seed production at this property. Now is the county going to compensate me thousands of dollars because if you allow this nursery to go in you are devaluing my property? No cannabis grower is going to want to lease my property. I should tell you that one of the owners of this property John Francisco threatened me last year, so I have been reluctant to say anything. But when you devalue my property that is where it stops. Now i understand there is a 77 page report for this project. I am working on getting a copy. Then I will tell you where there are problems with the report that was submitted to the county. Thank you Anthony Micheli mailing address PO box 693 Scotia Ca. 95565  
7/23/20

CC Rex Bohn county supervisor



## 2. John Robey

Dear Mr. Luther,

My name is John Robey and I have property located at 875 Shively Flat Rd. I received notification regarding Organic Medicinals, Inc. and their request for a special permit for a new outdoor cannabis cultivation. I assume this permit is required because this request does not currently meet existing county cannabis regulations.

I have a few issues with this large new grow and the impact might have on the community of Shively.

First is the access to Shively. The year round county road, is a narrow winding ten mile road. The Shively road has slide areas that are now down to one lane and I am concerned what additional traffic will do to its already fragile state. It has been my experience that non Shively residents tend to drive the road at unsafe speeds and with little regard to any other traffic on the road.

During the summers months there is a seasonal bridge over the Eel River that is used by residents and non residents alike. Historically the bridge has been put in place by the local residents. Over the years as regulations regarding the yearly placement and removal of the bridge have changed, the community of Shively has had to pay for permitting, insurance and assistance in placement and removal of the bridge. The money has been raised by residents on a volunteer basis. In addition the residents have relied on donated heavy equipment and labor from a local lumber company for removal of the bridge. Due to a management decision by the lumber company the burden on the cost of bridge removal could fall upon the residents. If this is the case there is a strong possibility that the placement of the summer bridge will end. Should this happen it would mean that during the peak harvest season for cannabis, all traffic will be on the Shively Road.

Another concern I have was partially addressed in the proposal. This is the placement and use of hoop style green houses. I see the hoop houses and not to be permanent structures and only to be in place from April 16 to October 15. I question who will be monitoring this and what if any consequences there are for failure to follow this requirement? I have seen too many of these structures throughout the county left to deteriorate in the elements. These plastic covered structures can be environmentally harmful when in the "flood zone" and are inundated by the waters of the Eel River.

In the report I read where there spotted owl, marbled murrelet and other wildlife were addressed. This summer I have seen a bald eagle flying over Shively and other residents have confirmed my sightings of this majestic bird. I did not see the bald eagle and its habitat addressed in the report. I would request the bald eagle habitat be addressed before this plan is approved.

These are a few of my concerns that I hope will be looked at the zoning meeting.

Thank you for taking the time to look at my concerns.

Sincerely, John Robey

phone 707 499-9034



### 3. Linda Vonah

September 28<sup>th</sup>, 2020

Planning Department, Zoning Adm., Humboldt County  
Stephen Luther, Planner, Humboldt County

Re: File # 20-1285  
Organic Medicinals, Inc.

My home is on parcel # 209-151-012-000. My great grandparents were among original settlers in Shively. On September 20<sup>th</sup>, I received the first and only notice requesting public comments on a Special Permit allowing applicant an additional 33,560 sq. ft of land use for cannabis cultivation bring the total growing area to 1 acre. At full "build out" the site will host 5.13 acres of cannabis cultivation.

In addition to the Special Permit for added growth, the applicant is seeking a Zoning Clearance Certificate for a 10,000 sq foot commercial nursery. I thought Pepperwood and Shively Flat where agriculture exclusive per the Humboldt County General Plan? Explain the use of word commercial.

Twenty employees on site at peak harvest time. That is a significant number of cars on the community roads (unless a van could be used to bring workers in and out of Shively). During the summer and into fall, little kids often in groups are seen peddling their bicycles at any speed, older youth and grown-ups are seen walking or running the roads many with their pets. Shively roads are an extension of their back yards all the way to the Eel River. The number of additional cars is my concern. Will all employees be coached on cautious driving?

The amount of traffic through Shively has increased, not from residents and not from those enjoying a county ride remembering the past. I believe from workers already employed in Shively and "looky-loos" curious about "pot farms", or the recent busts, and maybe purely informational. The 10-mile Shively Road is hilly, winding, and in need of repairs. Many places are only one lane and posted as so. The Shively Road also hosts traffic from Larabee when the bridge crossing is removed in October. There is no school bus service to Shively or Larabee. Parents drive the road 2 and 4 times a day to and from schools. The future of the seasonal Shively summer bridge crossing remains uncertain with increasing installation and now removal costs added. This bridge is funded by most, of those who live in the community and see the bridge as a viable asset. Typically, the summer bridge is installed June 15-October 15<sup>th</sup> subject to change at any time by CDFW or NOAA. The summer crossing allows quicker, easier access to Shively for residents, workers, delivery drivers, first responders and utilities services. This crossing eliminates the number of cars on Shively Road during the summer months.

Concerns: safety first with the additional traffic on the Shively roads from the above stated then adding additional workers, sanitation trucks, and future trucks for a commercial nursery.

Shively is a reasonably quiet, wholesome, eclectic unincorporated community that remains rich in history and memories. The absence of constant outside influence helps give Shively these qualities and its character. Continued approval of legitimate grows will bring more competition, friendly? What will be the limit of approved permits for Shively Flat? With climate change, how long will dry farming last? The Eel River now is hardly visible in some areas. Will competition or availability bring more crime or unwanted characters to the community with a need for more law enforcement?

In closing more fires have erupted tonight throughout the state. A dark smokey cloud hangs over Shively currently. I would like to know that the applicants are fully prepared and ready to at least attack any wildfire. Shively winds can blow heavy in the afternoon. First response time to their area would not be quick and a dry forest sits behind them. Only questions, comments and concerns since this was open for public comments.

Thank you,  
Linda Vonah

#### 4. Diane Welch

Hello,

My name is Diane Welch. We have lived and farmed at 497 Shively Flat Road, in Shively, since 1978 when we bought our 9 acres. I am writing in strong support of Organic Medicinals, Inc.; Shively area; Record number PLN-2019 15602 (filed 05/28/2019) Parcell Number 209-191-018. Meeting ID 968 5000 6509

Organic Medicinals are trying to set up a legitimate business and produce a clean, healthy, medicinal product. Their organic, sustainable farming is a model farm of sustainable agriculture. With their careful planning and strong work ethic, and the ability to work with the land, the farm only improves.

The proposed hooped green houses will be professionally built not to allow any pollen to escape. The outdoor plants they grow are not allowed to be pollinated as seeds are not desirable for their products.

Recently Organic Medicinals have graveled the road into the farm, trying to lessen the dust. Drivers will be advised to drive slowly, and MPH signs will be placed to remind employees not to speed.

Jane, and family, are supportive community members. We feel that they enhance our community and set a remarkable example of environmentally conscious, sustainable farming. With their organic beliefs, no harm will come to our little valley.

The proposed extension of their allotment of cannabis cultivation will not increase the traffic. The increase in traffic in Shively is caused by population growth of the whole little village. More and more people have moved here, CR Farm is thriving (a great thing), along with other marijuana farms. Shively has historically been busy in the summer when the vegetable stands were in full swing.

It might be time for some MPH road signs placed in our "town" and on the "old road."

Please approve Organic Medicinals. Let them continue to create a world-class farm.

Sincerely,  
Diane Welch



- 1) **There should never be commercial seed or pollen production on the Shively Flat.** On information and belief, in 2019, the applicant, Organic Medicinals, Inc. ["OMI" or the "Applicant"] by and through its operator, Jill Vanderlinden, and a related party, Happy Dreams Farm/Happy Dreams Genetics [operated by Daniel Egan], committed agricultural trespass when massive amounts of pollen from their commercial seed operation on the windward side of Shively Flat significantly contaminated my family's cannabis crop on APN 209-171-004, adjacent to the parcel proposed for the SP/ZCC entitlement at this hearing [APN 209-191-018 or the "subject parcel"]. See attached **Exhibit One** - September 27, 2019 Cease and Desist letter from Mathews, Kluck, Walsh, Wykle & Latt, LLP to OMI and Happy Dreams Farm. This devastating loss eroded our financial stability and impacted our professional reputation. The subject parcel sits at the north end of a flat that is home to nearly a dozen other permitted cannabis farmers, where there is a prevailing southerly wind that makes pollen containment extremely challenging, if not impossible, and promotes drift and contamination. It is not sufficient to request a pollen containment plan. On information and belief, a recent OMI site inspection at the subject parcel by the County resulted in the initiation of an early start penalty against the Applicant. The massive 2019 Shively Flat pollen contamination event addressed in the Cease and Desist letter, coupled with the demonstrated recent record of OMI noncompliance, undermines any prospective argument that commercial seed production by it should be permitted by the County. **The analysis of permitting commercial seed production on Shively Flat by ANY operator, if such an entitlement is to be even considered for granting by the County, must be subject to an Environmental Impact Report (EIR) to properly assess the catastrophic risks it represents.** Simply put, the documented losses arising from last season's catastrophic failure of cannabis pollen containment on this windward parcel, and its effect on nearly a dozen neighboring compliant commercial cannabis cultivators, is simply too great, especially when compared to the relatively small prospective benefit to be conferred on the Applicant by approval of this proposed entitlement. Should the County proceed to approve a commercial seed production component to the Applicant's proposed SP/ZCC, the approval will be appealed and, if necessary, litigation will be initiated to compel a full EIR as to the permitting of commercial cannabis seed production on Shively Flat.
- 2) **The easement and road conditions of this project are misrepresented and insufficient for the activity as described in the OMI operations plan.** Vanderlinden/Francisco [subject parcel owners] and the Applicant access the subject parcel via a deeded easement that crosses our parcel, APN 209-171-004. As described in the 1911 title history (See attached **Exhibit Two** – historic chain of title to easement at issue), **the easement is one rod wide (16.5 feet), as shown on page 5 of Exhibit Two, rather than 20 feet wide, as the Applicant has erroneously self-certified.** This easement is not sufficient, nor sufficiently maintained, to support the proposed massive increase in commercial vehicular traffic associated with this proposed project without incurring significant environmental damage and impacts upon the adjacent parcels through which the Applicant's access roads pass (see attached photo of the ingress/egress impacts



from EXISTING USE of the road which the Applicant has allegedly self-certified as "Category 4"). Traffic associated with this project creates significant soil erosion and will harm valuable farm land and fragile riparian slopes in a sensitive transitional wetland. The county should require the applicant to reduce traffic from the current level proposed in the staff report to a maximum of two commercial trips (ingress/egress) per day. The county should **strictly prohibit commercial vehicular traffic** proposed by the Applicant for this SP/ZCC **during the wet season (Oct 16 to April 15)** because it unreasonably burdens adjacent properties (including that belonging to my family) by proposing to route (or better described as "bottleneck") all of the Applicant's commercial traffic via an unimproved NON-Category 4 road that traverses our field (see **Exhibit Three** - attached photo of easement in question during a past winter). The county should require the following road maintenance as a condition of approval: The applicant must apply gravel rock to the easement - in its current location and at its existing width - each time precipitation in the amount of  $\frac{3}{4}$  inch or more is forecast. The applicant must water the road twice a day from April 1<sup>st</sup> until November 1<sup>st</sup> each year to reduce dust. If this project is approved as proposed, the county can expect to hear from community members who have been impacted by increased traffic and associated environmental damages.

- 3) **This project proposes 17 greenhouses to cover 18,000 square feet of prime ag soil.** In addition to gravel and concrete, these greenhouses will require over thousands square feet of plastic every year, as well as the trucks, fuel, and labor needed to deliver and install them. Is the county going verify that these structures are being timely dismantled and maintained as required by the Flood Damage Prevention ordinance, even when they are being used to dry cannabis in October? It is hard to understand why the county would permit the Applicant to build (and annually dismantle and re-build) 17 additional structures in the floodplain, after the parcel owner already built multiple unpermitted structures on her property in violation of building code. On information and belief, this project is currently utilizing a tow-behind generator to power its operations, but the staff report proposes to require them to install solar panels in compliance with flood zone building codes. Will the applicant be allowed to install the solar panels on top of the unpermitted structures, thus gaining an unfair advantage from their past violations? The county should protect the floodplain by reducing the number of greenhouses permitted in this project to 10% of the current approved outdoor cultivation square footage. The community expects the county to require a separate building permit, flood zone electrical/building code compliance, and use of a licensed contractor for the solar panel installation.
- 4) **The amount of water used by this project has been grossly underestimated.** The Applicant's operations plan states that it will use 10,000 gallons of water per year for its own seedlings, and another 10,000 gallons for the commercial nursery and seed

operation (total use 20,000 gallons). Will the county verify that the Applicant has installed a water meter? The exemptions received by the Applicant from CDFW regarding water rights and forbearance on its well are all based on these inaccurate estimates. I know of at least two domestic wells in Shively that are dry this summer. If this project is approved as proposed, the county and CDFW can expect to hear from community members who have been impacted by low water conditions. The county should require the Applicant to install a water meter with remote monitoring and CDFW should require the Applicant to apply for a LSAA 1600 permit when actual water use exceeds the 20,000 gallon estimate.

- 5) If approved as proposed, this project will harm my business and property, and create conflict in my small community. I hope the county will insert as a condition of any prospective approval strict compliance as to the project's proposed one-acre outdoor grow before the entitlement is considered for any prospective expansion (i.e., RRR approval) . There should be no commercial seed or pollen production allowed on the Shively Flat. There should be more careful consideration of this project's impacts on road and water resources, and efforts made to reduce those impacts. The county should consider the myriad compliance issues stemming from this project in conjunction with the Applicant's history of non-compliance and lack of community support. The Applicant's proposed 180,000 square foot RRR expansion should be considered a Conditional Use Permit with full community advance notice and input, prior to its consideration for approval.

Respectfully,  
Hilary Schwartz  
PO Box 248  
Scotia CA 95565  
(707) 764-3670



5.a Exhibit 1

MATHEWS, KLUCK, WALSH, WYKLE & LATT, LLP

FRANCIS B. MATHEWS (1923-2000)  
LAURENCE A. KLUCK  
KELLY M. WALSH  
TIMOTHY J. WYKLE  
NEAL G. LATT

ATTORNEYS AT LAW  
100 M STREET  
EUREKA, CALIFORNIA 95501  
TELEPHONE: (707) 442-3758  
FACSIMILE: (707) 442-0813

LEGAL ASSISTANTS:  
LINDA SHAW  
SUSAN MAY  
AMBER KLUCK  
STEPHANIE DECKARD

September 27, 2019

Humboldt Organic Medicinals, Inc.  
Jill Vanderlinden and John Francisco  
125 Shively Flat Road  
Scotia CA 95565

Happy Dreams Farm  
Daniel Egan  
326 I Street #109  
Eureka CA 95501

Re: *Agricultural Trespass and Public/Private Nuisance on Shively Flat –*  
**CEASE AND DESIST**

Dear Ms. Vanderlinden, Mr. Francisco and Mr. Egan,

I am an attorney who represents Eel River Dry Farms, Inc. [APN 209-171-004] and Eel River Family Farm [Tyler K. Johnson], who cultivate commercial cannabis under permit/license on the aforementioned Shively Flat parcel south of and adjacent to yours [APN 209-191-018].

Organic Medicinals' operation includes commercial seed production that is promoted online by Daniel Egan, doing business as Happy Dreams Farm and Happy Dreams Genetics. Mr. Egan is also associated with cannabis cultivation on APN 209-121-008, located at 56 Shively Flat Road.

Over the course of season 2019, significant amounts of pollen from your commercial cannabis seed operation located on APN 209-191-018 has been allowed to drift onto my clients' parcel. This constitutes an agricultural trespass and is both a public and private nuisance, as those terms are legally defined.

As a result of Organic Medicinals' and Happy Dreams Farm's failure to contain the pollen generated by their seed production operation, Eel River Dry Farms' crop was exposed to massive pollen contamination and became heavily seeded, substantially reducing its value. The market value of the cannabis produced on its permit for a typical, unseeded harvest would be worth \$3,900,000 to Eel River Dry Farms in bulk flower and trim, but the pollen contamination and resulting seeds have reduced the value of the crop to less than \$1,500,000, a loss of over 60% in value. **These losses are directly attributable to your activity.**

Eel River Family Farm has long-term cultivation rights on the Eel River Dry Farms' parcel. Starting next year, Eel River Family Farm also be cultivating cannabis on APN 209-171-005, located east of and adjacent to the Organic Medicinals property. Eel River Family Farm also cultivates cannabis on APN 209-121-009, located south of and adjacent to APN 209-121-008, the parcel associated with Mr. Egan. As you know, Shively Flat is a small, densely cultivated agricultural area with strong, daily winds. Based on my clients' observations this season, the current pollen containment practices of your two agricultural operations do not prevent substantial pollen trespass onto my clients' nearby parcels. Until your seed cultivation operations are removed, it is a substantial likelihood – if not a virtual certainty – that the aforementioned pollen contamination will continue to recur and cause substantial and ongoing catastrophic financial losses for my clients.

**Please consider this formal notice to immediately cease and desist from allowing pollen from your aforementioned seed operations to trespass onto my clients' aforementioned parcels, causing continued contamination of my clients' commercial cannabis crops and corresponding substantial losses to their crop values.**

My clients are considering initiating legal action at this time against you and your farms to recover damages, as discussed above. Please be aware that in addition to the \$2.4M in estimated damages at this time, attorney fees would also be awarded under such litigation for agricultural trespass, as provided under Cal. Code. Civ. Proc. § 1021.9.

Should you wish to discuss the matter further, please have your attorney contact me at 707-442-3758.

Respectfully,

MATHEWS, KLUCK, WALSH, WYKLE & LATT, LLP



Neal G. Latt

cc: client

1 herein shall prevent defendants from using the non-exclusive  
2 easement known as McKeown Lane for ingress and egress to their  
3 lands lying to the west thereof.

4 IT IS FURTHER ORDERED that the defendants dismiss their cross-  
5 complaint with prejudice. *W. Thomas*  
*Lois Thomas*

6 Approved as to form:

7 Dated: 4.22.86

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11 Dated: APR 25 1986

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abr

J. MICHAEL BROWN  
Judge of the Superior Court

The within instrument is a full, true  
and correct copy of the original on  
file in this office.  
ATTEST: APR 25 1986  
DONALD R. MICHAEL  
County Clerk and ex-officio Clerk of  
the Superior Court of the State of  
California in and for the County of  
Humboldt.  
By *[Signature]*  
Deputy Clerk

7490  
RECORDED AT REQUEST OF  
MATHIEWS & MATHIEWS  
VOL. 1795 OFFICIAL PG. 1180  
APR 25 10 26 AM '86  
J. W. Huntington  
900



1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the  
2 plaintiffs Anthony Micheli and Ellie Micheli have and recover  
3 judgment against the defendants Joe Phillips, Leta Phillips,  
4 William Thomas and Lis Thomas for the sum of \$5,000.00. IT IS  
5 ORDERED that each party bear their own attorneys fees and costs of  
6 court.

7 IT IS FURTHER ORDERED that the fence lines along the lines set  
8 forth on the Richard B. Stipovich survey designated above be re-  
9 established by the defendants Joe Phillips, Leta Phillips, William  
10 Thomas and Lis Thomas at the defendants' sole cost and expense  
11 prior to April 30, 1986, or in the event that said fence lines  
12 have not been established in their location prior to April 30,  
13 1986 that the plaintiffs may re-establish said fence lines and  
14 submit their costs and expenses for the re-establishment thereof  
15 to be taxed by the court as further judgment to be entered by  
16 plaintiffs against defendants.

17 IT IS FURTHER ORDERED that the pump, well, power line and  
18 power pole are the property of the plaintiffs Anthony Micheli and  
19 Ellie Micheli.

20 IT IS FURTHER ORDERED that the plaintiffs Anthony Micheli and  
21 Ellie Micheli have a non-exclusive easement in and to the roadway  
22 known as McKeown Lane from its southerly commencement at the  
23 County Road to its northerly termination at the lands of the  
24 plaintiffs; IT IS FURTHER ORDERED that the defendants Joe  
25 Phillips, Leta Phillips, William Thomas and Lois Thomas not block  
26 nor obstruct said easement; IT IS FURTHER ORDERED that nothing

Return to:

1 MATHEWS & MATHEWS  
 2 Attorneys at Law  
 2 P.O. Box 1325  
 2 Eureka, California 95501  
 3 Telephone: 707-442-3758

4 Attorneys for Plaintiffs

DONALD R. MICHAEL  
 Humboldt County Clerk  
 APR 25 1986  
 By CHARLES P. CONNORS  
 DEPUTY

5 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 6 IN AND FOR THE COUNTY OF HUMBOLDT

8 ANTHONY MICHELI and ELLIE MICHELI,  
 9 Plaintiffs,

10 -vs-

No. 73843

11 JOE PHILLIPS, LETA PHILLIPS,  
 12 WILLIAM THOMAS, LOIS THOMAS,  
 13 and DOES I to XX,  
 14 Defendants.

15 JUDGMENT

16 This matter came on regularly for hearing at a settlement  
 17 conference on February 3, 1986 and was continued to February 4,  
 18 1986 and pursuant to the offer to allow judgment submitted by  
 19 plaintiff to defendant dated October 22, 1985;

21 IT IS ORDERED that the boundary line between the lands of the  
 22 plaintiffs Anthony Micheli and Ellie Micheli, and the defendants,  
 23 Joe Phillips, Leta Phillips, William Thomas and Lois Thomas is  
 24 established as being the fence line that was in existence during  
 25 1983 and is delineated upon the survey of Richard B. Stipovich  
 26 recorded in the Office of the County Recorder of Humboldt County  
 in Book 45 of Maps, Page 106.



Boundary Agreement and Conveyance  
Page Three of Three Pages

AND WHEREAS, said record owners agree that the common boundary between that portion of said land is a line described as follows:

BEGINNING at a point on the South line of Lot 7 in Section 29, Township 1 North, Range 2 East, Humboldt Meridian, at a point which is 656.00 feet West of the Southeast corner of said Lot, as shown on the Record of Survey filed December 31, 1984, in Book 43 of Surveys, Page 96, Humboldt County Records;

thence North 0 degrees 58 minutes 37 seconds East, 428.50 feet.

NOW THEREFORE, MARILYN K. WEBB and THOMAS F. WEBB hereby quitclaim all of their right, title and interest to WILLIAM E. THOMAS and LOIS V. THOMAS, in all that portion of their land hereinabove described which lies East of the above described agreed common boundary;

AND WILLIAM E. THOMAS and LOIS V. THOMAS quitclaim all of their right, title and interest to MARILYN K. WEBB and THOMAS F. WEBB, in all that portion of their land hereinabove described which lies West of the above described agreed common boundary.

Dated:

1-16-85

Marilyn K. Webb  
Marilyn K. Webb

Thomas F. Webb  
Thomas F. Webb

William E. Thomas  
William E. Thomas

Lois V. Thomas  
Lois V. Thomas

ADD JURATS HERE

STATE OF CALIFORNIA

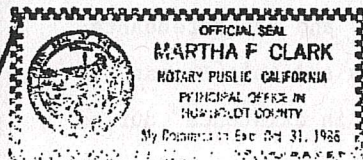
COUNTY OF Humboldt

} ss.

On this 16 day of January, in the year 1985, before me, the undersigned, a Notary Public in and for said State, personally appeared Marilyn K Webb and Thomas F Webb  
William E Thomas and Lois V Thomas

\_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person in whose name \_\_\_\_\_ is subscribed to the within instrument, and acknowledged to me that he or she executed it.

WITNESS my hand and official seal.



Martha F. Clark  
Notary Public in and for said State.

ACKNOWLEDGMENT—General—Wolcotts Form 233CA—Rev. 5-82  
©1982 WOLCOTT, INC.



5.b

Boundary Agreement and Conveyance  
Page Two of Three Pages

thence West along said South line, 330 feet, more or less, to the East line of the parcel of land conveyed to Samuel Remley, by Deed recorded in Book 130 of Deeds, Page 121, Humboldt County Records;

thence South along said East line, 429 feet, more or less, to the Northeast corner of the parcel of land conveyed to Samuel Remley, et ux, by Deed recorded in Book 129 of Deeds, Page 189, Humboldt County Records;

thence Southerly along the East line of said parcel conveyed to Remley, et ux, last above mentioned, 429 feet and 8 inches to the South line of said Lot 7;

thence East along said South line, 330 feet, more or less, to the point of beginning.

The term "Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 29", as used above, shall be interpreted in this description to include the Northeast Quarter of the whole tract that would be the Northeast Quarter of the Southwest Quarter of Section 29, if not made fractional by the Eel River.

PARCEL TWO

The Southwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 29, in Township 1 North, of Range 2 East, of Humboldt Meridian, and a strip of land 8-1/4 feet wide off the full length of the West side of the Southeast Quarter of the Northwest Quarter of the Southeast Quarter of said Section 29.

EXCEPTING FROM said parcel the right granted to Sarah McKeown and Frank Winemiller for a private road 1 rod wide running North and South through the center of the South Half of the Northwest Quarter of the Southeast Quarter of said Section 29, as appears by Deed to them from John Skinner and wife dated December 28, 1903, and recorded in the Recorder's Office of Humboldt County, in Book 87 of Deeds, Page 67.

EXCEPTING ALSO FROM said parcel the Lot bounded as follows:

BEGINNING at a point 8 feet 3 inches West from the intersection of the center of the private road last mentioned with the County Road at or near the South line of the Northwest Quarter of the Southeast Quarter of said Section 29;

running thence West along the North side of said County Road, 104 feet;

thence North, 208 feet;

thence East, 104 feet to the line of said private road;

thence South, 208 feet along said private road to the place of beginning.

PARCEL THREE

The Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 29, in Township 1 North, of Range 2 East, of Humboldt Meridian.

The term "Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 29", as used above, shall be interpreted in this description to include the Northeast Quarter of the whole tract that would be the Northeast Quarter of the Southwest Quarter of Section 29, if not made fractional by the Eel River.

PARCEL FOUR

COMMENCING at the Southwest corner of the South Half of the Northwest Quarter of the Southeast Quarter of Section 29, in Township 1 North, of Range 2 East, of Humboldt Meridian;

running thence West, 330 feet;

thence at right angles North, 660 feet;

thence at right angles East, 330 feet;

thence at right angles South, 660 feet to the place of beginning.

WHEN RECORDED RETURN TO:

Wm E. Thomas  
778 Tompkins Hill Rd - Fortuna, Ca. 95540

1406

RECORDED & INDEXED OF  
Lois Thomas  
VOL. 1758 OFFICIAL RECORDS Pg 154

JAN 24 11 30 AM '85

HUMBOLDT COUNTY RECORDS  
GRACE J. HENDER  
DEPUTY  
FEE \$ 6

BOUNDARY AGREEMENT AND CONVEYANCE

WHEREAS, MARIJYN K. WEBB and THOMAS F. WEBB are the present record owners of the following described land:

That real property situate in the County of Humboldt, State of California, described as follows:

PARCEL I

COMMENCING on the North line of the County Road which runs along or near the South line of Lot 7, Section 29, in Township 1 North, of Range 2 East, Humboldt Meridian, at a point 376 feet East from the intersection of said North line with the East line of the County Road which runs Northerly along the West line of said Lot 7, said point of beginning being the Southeast corner of the parcel of land which was conveyed to Samuel Remley and wife by William Turner and wife, by Deed recorded in Book 129 of Deeds, at Page 189, Humboldt County Records;

thence running at a right angle to the North line of the County Road first above mentioned, Northerly 14 rods 8 inches;

thence North along the East line of land deeded by Turner to Remley by another Deed of record in Book 130 of Deeds, at Page 121, Humboldt County Records, a distance of 51.67 rods, more or less, to a point 13-1/3 rods South from the North line of said Lot;

thence Westerly parallel with the North line of Lot 7, 24 rods, more or less, to the United States Meander line of Eel River;

thence Southerly along said Meander line to the intersection thereof with a line running parallel with the North line of said County Road first hereinabove mentioned and distant 14 rods and 8 inches North of the North line thereof;

thence East along the last named line to the Northwest corner of the parcel of land which was conveyed to Remley and wife by William Turner and wife, by Deed recorded in Book 129 of Deeds, at Page 189, aforesaid;

thence South along the West line of that parcel of land, 14 rods 8 inches to the North line of the County Road first above mentioned;

thence East along said North line, 94 feet to the place of beginning.

PARCEL II

COMMENCING at a point on the North line of said Lot 7 of said Section 29, distant 10 chains West of the Northeast corner of said Lot 7, said point also being the Northeast corner of the tract of land conveyed by Deed from John H. French and Mary E. French to J.W. Kennedy, dated April 5, 1902, and recorded in Book 78 of Deeds, at Page 518, Humboldt County Records;

running thence Westerly on the Subdivisional line, 24 rods, more or less, to the East line of the County Road;

thence Southerly along the East line of the County Road, 13-1/3 rods;

thence Easterly parallel with said Subdivisional line, 24 rods, more or less, to the line separating lands formerly belonging to Kennedy and Skinner, respectively;

thence Northerly, 13-1/3 rods to the place of beginning.

AND WHEREAS, WILLIAM E. THOMAS and LOIS V. THOMAS are the present record owners of the following described land:

That real property situate in the County of Humboldt, State of California, described as follows:

PARCEL ONE

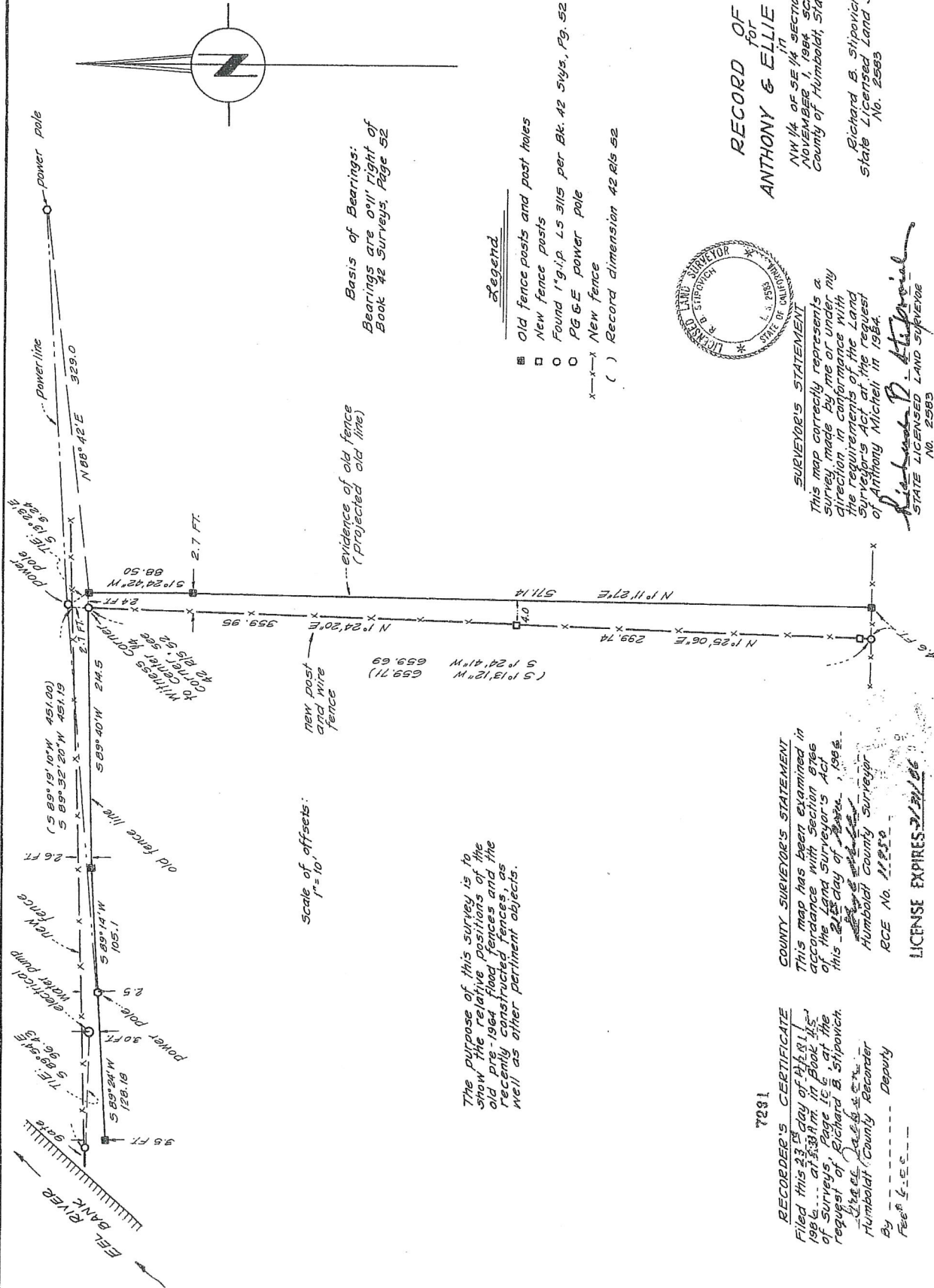
BEGINNING at a point on the South line of Lot 7 in Section 29, Township 1 North, Range 2 East, Humboldt Base and Meridian, at a point 330 feet West of the Southeast corner of said Lot;

thence North, 660 feet to the South line of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of said Section 29;

continued ...



5.6



The purpose of this survey is to show the relative positions of the old pre-1964 flood fences and the recently constructed fences, as well as other pertinent objects.



**RECORD OF SURVEY**  
**ANTHONY & ELLIE MICHELI**

NW 1/4 OF SE 1/4 SECTION 29 T1N, R22E, M4M  
NOVEMBER 1, 1984 SCALE: 1"=80'  
County of Humboldt, State of California

Richard B. Shipovich  
State Licensed Land Surveyor  
No. 2583

**SURVEYOR'S STATEMENT**

This map correctly represents a survey made by me or under my direction in compliance with the requirements of the Land Surveyor's Act at the request of Anthony Micheli in 1984.

*Richard B. Shipovich*  
STATE LICENSED LAND SURVEYOR  
NO. 2583

**COUNTY SURVEYOR'S STATEMENT**

This map has been examined in accordance with Section 1106 of the Land Surveyor's Act and this is the day of March, 1984.

*Richard B. Shipovich*  
Humboldt County Surveyor  
RCE No. 11250

**LICENSE EXPIRES 31/31/86**

7231

**RECORDER'S CERTIFICATE**

Filed this 23<sup>rd</sup> day of March, 1984 at Humboldt in Book 42 of Surveys, Page 52 at the request of Richard B. Shipovich

*Richard B. Shipovich*  
Humboldt County Recorder  
By ----- Deputy

F.B. 70



129/352

This Indenture, Made this 21st day of May in the year  
of our Lord one thousand nine hundred and fifteen  
Between John Skinner and Albina E. Skinner, his wife, of the County of Humboldt, State of  
California, the part 1st of the first part, and  
J. W. Kennedy, of the same place, the part 2nd of the second part,  
Witnesseth: That the said part 1st of the first part, for and in consideration of the sum of ten  
DOLLARS Gold coin  
of the United States of America, to them in hand paid by the said part 2nd of the second part, the receipt whereof is hereby  
acknowledged,  
do by these presents grant, bargain, sell, convey and confirm, unto the said part 2nd of the second part and to  
his heirs and assigns forever, all that at certain lot, piece or parcel of land situate, lying and being in the  
County of Humboldt, State of California, and bounded and particularly described as follows, to-wit:

Beginning at the center of Section twenty-nine in township one north of range two  
east of Humboldt Meridian, and running thence westerly on the line running easterly and west-  
erly thru the center of said section twenty-nine, forty rods, thence at right angles southerly  
forty rods, thence at right angles easterly twenty rods, thence at right angles southerly  
40 rods  
to the Shively public road, thence at right angles easterly, sixty and one-half rods to  
the east boundary line of a private road, thence at right angles northerly, forty rods, thence  
at right angles westerly, forty and one-half rods, and thence at right angles northerly to  
the place of beginning: Excepting and reserving therefrom and thereout: (1) A right of way for  
a private road over a strip of land one rod wide running north and south thru the center of  
the south half of the northwest quarter of the southeast quarter of said section twenty-nine;  
and (2) A lot described as beginning eight feet and three inches west from the intersection  
of the center of the right of way over a strip of land deeded to Sarah McKeown and Frank  
Winemiller by John Skinner and A. E. Skinner, his wife, by deed dated December 28, 1903, and  
recorded in book 87, page 67, with the Shively county road near the south line of the north-  
west quarter of the southeast quarter of said section twenty-nine, and running thence west  
along the north side of said county road, one hundred and four feet, thence north two hundred  
and eight feet, thence east one hundred and four feet, and thence south two hundred and eight  
feet to the place of beginning.

*all of parcels  
one, two &  
three  
described  
as one*

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the reversion and  
reversions, remainder and remainders, rents, issues and profits thereof.

To Have and to Hold, all and singular the said premises, together with the appurtenances, unto the said part 2nd of the second part and to  
his heirs and assigns forever

In Witness Whereof, the said part 1st of the first part has hereunto set their hand and seal of the day and year first above written.  
John Skinner [SEAL]  
Albina E. Skinner [SEAL]  
J. H. G. Weaver [SEAL]

State of California, }  
County of Humboldt. } ss

On this 21st day of May in the year A. D. 1915, before me, J. H. G. Weaver, a  
Notary Public in and for said County, personally appeared John Skinner and Albina E. Skinner,  
his wife, known to me to be the persons whose name are subscribed to the within instrument,  
and acknowledged to me that they executed the same.

WITNESS my hand and Official Seal,

(SEAL) J. H. G. Weaver,

Notary Public in and for the County of Humboldt,  
State of California.

Filed for Record at the Request of  
J. W. Kennedy May 21st A. D. 1915, at  
11.52 o'clock A. M.

T. W. RICHMOND, Recorder

By \_\_\_\_\_ Deputy Recorder.



Judgment entered this 26th day of January 1895  
in Case No 5 of Judgments. Page 379.

O D Allen, Clerk.

By Geo W. Shumblatt, Deputy Clerk.

State of California }  
County of Humboldt }

I O D Allen, County Clerk of the  
County of Humboldt, State of California, and  
ex-officio Clerk of the Superior Court in and for  
said Humboldt County, which is a Court of record  
do hereby certify that the foregoing is a full,  
true and correct copy of the original judgment  
in the case of Henry D. Moore, vs. Daniel Shumblatt  
and William Shumblatt, as administrators of the  
estate of H. D. Shumblatt, deceased, with the endorse-  
ment thereon as the same now appears on file  
and of record in my office.

In witness whereof, I have hereunto set my  
hand and affixed the seal of the Superior Court  
of Humboldt County, this 26th day of January  
A.D. 1895.

O D Allen



County Clerk and ex-officio Clerk of the  
Superior Court of Humboldt County.

By

Deputy

Entered at the request of J N BULLH. Feb. 14 1895 at 30  
minutes past 11 P.M.

W. Hamilton, Recorder.

By Geo W. Shumblatt, Deputy

John Foster  
20.

This indenture, made this eleventh  
day of March A.D. 1895.

Between J. Shumblatt

Witness John & Foster of the same

of Humboldt, County of Humboldt, State of California,  
the party of the first part and John J. & William

of the same place the party of the second part  
Witnesseth: That the said party of the first part for  
and in consideration of the sum of Ten thousand

dollars this day paid by the said party of the second  
part, the receipt whereof is hereby acknowledged, have  
grant bargain and sell unto the said party of the  
second part and to her heirs and assigns forever the  
hereinafter described lots of land situated in Oresta and  
Dubuay Addition to the Town of Eureka in  
Humboldt County, State of California, to wit:  
Lots number six and seven in Block num-  
ber three.

This grant is made to the grantee upon the  
condition that the grantee is to erect a good  
fence around the section hereinafter of said lot  
at her own cost and expense.

Together with all and singular the tenements,  
buildings and appurtenances thereto belonging,  
or in anywise appertaining, and the rivers and  
successors, heirs and assigns unto, heirs  
and assigns thereof.

So have and to hold all and singular the  
said premises, together with the appurtenances,  
unto the said party of the second part and to  
her heirs and assigns forever.

In witness whereof the said party of the  
first part has hereunto set her hand and seal  
this day and year first above written.

Signed, sealed & delivered

in the presence of Orestes

State of California

County of Humboldt

On this seventeenth day of March

and the year one thousand eight hundred and



to the City of Santa. as described in a certain deed from Laura M. Huntington to William Dill and secondly to the map or plat thereof now on file in the office of the Recorder of Humboldt County, Cal. and running thence south fifty 500 feet to the south east corner of said Lot No 45. thence westerly along the section boundary of said Lot No 45 a distance of 140 feet thence at right angles northerly 50 ft. thence easterly 140 ft to place of beginning.

Together with all and singular the tenements, buildings and appurtenances thereto belonging or in anywise appertaining, and the partition and divisions, remainder and remainder, rents, issues and profits thereof.

To have and to hold all and singular the above premises together with the appurtenances unto the said heirs of the second part and to his heirs and assigns forever.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Witness my hand and seal this 11th day of January 1891.

State of California }  
County of Humboldt }

On this 11th day of January A.D. 1891, before me J. B. Thomas, a Notary Public in and for said County, personally appeared William Dill known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same. Witness my hand and official seal.

Filed for record at the request of J. B. Thomas, Notary Public, 2:15 P.M. 11th day of January 1891.

By J. B. Thomas, Notary Public.

53/2229

In the Superior Court of the County of Humboldt,  
State of California

Henry B. Thomas

Plaintiff

vs.  
Daniel Shively & William Shively  
as administrators of the estate of  
N. D. Shively deceased

Defendants

The said action coming on trial this 24th day of January 1891, before said Court without a jury J. B. Thomas, Esq., appearing for the plaintiff and Daniel Shively appearing for the defendants, and said cause having been submitted upon stipulated facts filed herein and both parties having waived findings, therefore, by reason of the law, it is now adjudged and decreed that the deed given by N. D. Shively to the plaintiff on the 11th day of November 1890, and the description of the land therein as set forth in plaintiff's complaint described, be and the same is hereby decreed to that the description of said land shall read as follows, to wit:

The north east quarter of the north east quarter of the fourth west quarter of section thirty nine 39 township one 1 N. range ten 20 east 24 7th and said tract shall be alone conveyed.

It is further ordered, adjudged and decreed, that plaintiff shall have and receive from defendants his costs herein repaid, amounting to \$15.00, plus no other sum this 26th day of January 1891.

J. B. Thomas

Notary

Endorsed Judgment Filed Jan'y 26th 1891  
J. B. Thomas, Clerk



the necessary and necessary, necessary, and  
 necessary, necessary, necessary, and  
 necessary, necessary, necessary, and

Do have and to hold all and singular  
 the said premises together with the appur-  
 tenances unto the said party of the second part  
 his heirs and assigns forever.

And Witness Whereof the said party of the  
 first part has hereunto set his hand and seal  
 this day and year first above written  
 Signed sealed and delivered  
 in the presence of  
 Henry D. Davis

State of California  
 County of Humboldt }  
 Do this 15th day of November

A.D. 1892, before me Henry D. Davis, a Notary Public  
 in and for said County, personally appeared W. B.  
 Shively known to me to be the person whose name  
 is subscribed to the within instrument and  
 acknowledged to me that he executed the same  
 in full of my said Official Duty

Witness my hand and Official Seal  
 Henry D. Davis  
 Notary Public

Gilled for record at the request of W. B. Shively Dec  
 12th A.D. 1892 at 50 min past 10 o'clock A.M.

J. J. Campbell: Recorder  
 By E. A. Miller: Deputy Recorder  
 Martin Frederick Shively  
 Plaintiff  
 vs.  
 John A. Davis  
 Defendant

Between Martin Frederick Shively of Shasta County  
 County of Humboldt and State of California  
 the party of the first part and John A. Davis  
 of the County of Humboldt and State of California

of the second part, witnesses:

That the party of the first part, for and in  
 consideration of the sum of one hundred Dollars  
 law to him in hand paid by the said party  
 of the second part, the receipt whereof is fully  
 acknowledged has granted, bargained and sold, con-  
 veyed and confirmed and by these presents  
 does grant, bargain and sell, convey and con-  
 firm unto the said party of the second part  
 and to his heirs and assigns forever that  
 certain undivided one half of all those certain  
 the parcel or parcels of land situated, lying and  
 being in Shasta County, State of California, and  
 State of California, the said for which was  
 made by James D. Smith to Martin Frederick  
 Shively: on the 21st day of July, A.D. 1892 the  
 which said deed stands recorded in the Grant  
 of the County of Humboldt in Book No. 45 of Shasta  
 and page 212.

Together with all and singular the ten-  
 mentally, hereditaments and appurtenances thereto  
 in any way or in any manner appertaining and  
 the necessary and necessary, necessary, and  
 necessary, necessary, necessary, and

Witnessed however and this conveyance  
 is made and executed upon the express con-  
 sideration that the said party of the second part  
 shall keep down and in repair that certain  
 Road known as the Shasta Grants Road and  
 and through the premises conveyed hereby of  
 sufficient width and of quality as good grade  
 as the second part now running through said  
 premises

Do have and to hold all and singular



of E. M. Day of same County and State. free of all mortgages, liens and incumbrances, all that said hereby situated in said County of Shasta, State of California according to the law:

The North East quarter of Section Thirty Five (35) in Township Five (5) South, Range One (1) East of Shasta Meridian and containing 160 acres of land more or less.

It is intended to convey to each of said parties an equal undivided one half interest in said land and that the interest vested in said Nellie E. Day is her sole and separate property.

Witness my hand this 11th day of December, 1892.

Witness of the County

State of California }  
County of Shasta }  
James M. Miller

On this 11th day of December 1892, personally appeared before me J. M. Miller a Notary Public in and for said County of Shasta, State of California, known to be the individual described and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Given Witness My hand and official seal this 11th day of December 1892.

(Seal)

J. M. Miller

Notary Public

Remains at the agent of no record. Dec 22, 1892 at 2:00 minutes past 10 A. M.

J. J. Campbell, Recorder

By the Shasta County

44/521

At Shasta  
-A-

Henry B. Shaw

This instrument, made this eighteenth day of November in the year of our Lord one thousand eight hundred and ninety two

between the County of Shasta, State of California, the party of the first part and Henry B. Shaw of the same County and State the party of the second part, (Witnesseth): That the said party of the first part for and in consideration of the sum of One Dollar legal coin of the United States of America to him in hand paid by the said party of the second part the receipt whereof is hereby acknowledged and by these presents grant bargain, sell convey and confirm unto the said party of the second part and to his heirs and assigns forever all that certain lot and parcel of land situate, lying and being in the said County of Shasta, State of California and bounded and particularly described as follows to wit:

Commencing at the North West corner of the North East quarter of the North East quarter of Section Twenty-nine (29) in Township Five (5) South, Range One (1) East of Shasta Meridian, thence West Forty (40) rods; thence South Forty (40) rods; thence East Forty (40) rods; thence North Forty (40) rods to the place of beginning. Being One (1) acre in the North East corner of Section Fifty (51) in said Shasta County same (29).

Together with all and singular the tenements, buildings and appurtenances thereto in anywise by me or my assigns lawfully and

Parcel Two only. Description wrong See 53/229



# 5.c Exhibit 3

Exhibit 3: Photo of access road during winter 2019





Staff site visit 9/29/20: Applicant is rocking road.



5.c



6. Rosie Reynolds

September 28, 2020

Humboldt County Zoning Administrator and Staff,

I would like to take this opportunity to publicly comment on the proposed cannabis cultivation expansion of Organic Medicinals, located at 125 Shively Flat Rd., record number PLN-2019-15602. My name is Rosalie Reynolds. My family owns a neighboring property, located at 56 Shively Flat Rd., and has lived and farmed in Shively since 1983. As owners of Eel River Produce, the longest operational CCOF certified organic farm in Humboldt County, and Sensiboldt Organics, a newly established Sun and Earth certified cannabis business, the integrity and harmony of our beloved agricultural community of Shively is of great importance to us. Those of us ethical farmers who chose to expand our crops to include legal cannabis cultivation, do so with an awareness of our duty to apply the same environmentally responsible, community-oriented farming practices to our cannabis operations.

Organic Medicinals has proven to my family and the vast majority of our agricultural community, both in Shively and the surrounding areas, that they are true models of how to operate in a standard far above basic regulatory compliance requirements. As someone who was raised in Shively, I share a deep connection to our rural town. My family, like many of our well-established neighbors, are fiercely protective of the sanctity of our valley. There is a code of conduct in Shively that is upheld by each respected member of our community. In abiding by the code, we understand that our ability to maintain our quality of existence as a whole is dependent on our individual conduct. Anyone who would oppose this cultivation expansion permit would do so without assessing the tremendous contributions the members of Organic Medicinals have historically made to our collective efforts to improve our community and our ecosystem.

Organic Medicinals continuously demonstrates a passionate devotion to regenerative, organic, sustainable farming practices. As the daughter of a well-respected organic farmer and seed breeder, environmental conservation is a primary focus of my endeavors. Since taking ownership of the land Organic Medicinals operates on thirteen years ago, they have significantly improved the quality of it's fertility and habitat. An example of their unconventional, sustainable approach to combating environmental threats was demonstrated by the incorporation of a particular livestock herd to their farm which prefers grazing on an invasive weed known to jeopardize the viability of the soil. Organic Medicinals is one of the founding pioneers of dry farming cannabis. When other, more experienced dry farmers were reluctant to attempt cannabis cultivation without irrigation, Organic Medicinals invited them to tour their farm and witness the successful trials of dry farming methods in cannabis cultivation. This created a movement amongst fellow cannabis farmers unfamiliar with the concept of dry farming to experiment with the results of growing cannabis without irrigation. By incorporating organic, regenerative methods into every component of their land management throughout their years of stewardship, the collective sustainable farming knowledge Organic Medicinal's members have acquired is impressive. Organic Medicinals imparts their knowledge and expertise to fellow farmers both in our immediate area and abroad. Individual members have been interviewed and featured on several public broadcasts. In doing so, Organic Medicinals solidified their position as a well-respected, positive influence in the cannabis industry.

In 2019, Organic Medicinals received the prestigious "Regenerative Cannabis Farm Award" at the Emerald Cup. This particular award is more coveted by farmers than most other forms of recognition. According to the Emerald Cup's website, the recipient of the Regenerative Cannabis Farm Award is



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determined based on the farm's environmental principles and community focused ethics. To be chosen for this award is to be acknowledged for maintaining an operational standard most farms are not capable of achieving. If Organic Medicinals is allowed to expand the size of their cultivation area, they will be in a position to better serve the needs of the community and the cannabis industry through mentorship and positive, regenerative farming modeling.

The success and respect Organic Medicinals earns is a direct result of their hard work, attention to detail, and resolve to maintain a well-organized, professional business. They strictly abide by all county and state regulations and do not bypass procedures as some local cannabis operations do. Recently, I had a conversation with a CalCannabis staff member who visited Organic Medicinals. She was so impressed with the overall operation and the crew, that she stated her wish to feature them on a billboard and share footage she took with farmers as an example of an ideal operation. This was only one of the many times someone in a position of power in a cannabis related department shared their high opinion of Organic Medicinals with me after learning they are our farm neighbors. I have also had discussions wherein staff has expressed a need to restore the general public's trust in our local agencies' dedication to issue permits based on merit and not political affiliation. Approving Organic Medicinal's expansion application would signify our county's desire to act in accordance with the stipulations they set forth when originally defining the parameters of permit issuance. Based on my own personal experience with various members of the Planning and Building Department, I believe that the majority of the staff is determined to protect the rights of legal cannabis farmers who strive to be in total compliance. The legal cannabis industry is in its infancy stage. As such, there is much room for farmers and cannabis affiliated agencies to collaborate in the creation of a system that works for everyone.

Organic Medicinals has encouraged myself and other cannabis license holders to take a proactive approach to ensuring our values and farming heritage are properly represented in the formation of our appellation. Without the support of Organic Medicinals, I would not have pursued a Sun and Earth certification or been introduced to representatives from licensed processing and distribution companies. The importance of establishing alliances instead of creating dissention amongst our peers should be recognized by all farmers in our industry. Organic Medicinals is a beneficial resource to those of us struggling to navigate through complex, uncertain, fluctuating regulations. Without the assistance and guidance of Organic Medicinals, my comprehension of the intricacies of how to operate a cannabis business would be subpar at best. Whenever I am uncertain of how to address a need related to the logistics of my family's business, I immediately defer to the members of Organic Medicinals for advice. Despite their demanding work schedules, they always take the time to provide me with a level of competent assistance I am often unable to receive from the agencies responsible for providing timely answers to my questions.

Maintaining both a cannabis and produce business on the same site requires an immense amount of physical and clerical work. Inevitably both businesses are intertwined based on the commitment and ethics of their operators. The contributions made by the CCOF certified commercial organic produce business that shares ownership with Organic Medicinals should not go unrecognized, as they further illustrate an intention to promote the welfare of our community. I personally delivered several substantial produce donations made by the proprietors of Organic Medicinals to several local nonprofit food distribution organizations providing food to those in need. Three years ago, I mentioned to one of the members of Organic Medicinals that my son's preschool did not receive enough pumpkin donations to provide each of its students with a pumpkin. The next day, she sent an entire truck load of pumpkins

6.

with my father for the students. This act of generosity inspired me to plant a pumpkin patch on our farm this year solely for the purpose of donating to students at a my son's school. In addition to community donations, Organic Medicinals shares their farm equipment, vegetable seeds, and resources with their neighbors, my family included. This year, we were unable to provide full payment for the reparation of our disc. Organic Medicinals insisted that we accept a financial gift to help cover the cost. When my father's health became compromised and he was unable to farm his land, Organic Medicinals extended great kindness to him by including my father in their farming activities. He was deeply appreciative of their willingness to modify their methods to meet his needs and give him the opportunity to do what he loves most. There is no end to the anecdotal evidence I could provide to convey the reverence and gratitude I have for the incredible individuals at Organic Medicinals. They are assets to our community. Any advancements they make to their operations would be done with the same degree of impeccable, ethical standards they have demonstrated throughout the years.

Thank you for the opportunity to formally declare my full support for Organic Medicinals' permit application.

Respectfully,

Rosalie Reynolds



7. Elizabeth Dunlap

Attn: Humboldt County Zoning Administrator  
Public Hearing- Meeting ID #968 5000 6509 Password-421159  
Re: Organic Medicinals.

To whom it may concern,

My name is Elizabeth Dunlap, owner/operator of Cann-Do Attitude Old School Cultivations and Paradise Flat Farm. I have owned and lived on my farm at 78 Shively Flat Rd for 32 years. I am a neighbor of Organic Medicinals and also hold a Humboldt Co. Commercial Cannabis Permit/ Ca. State License for 10,000sqft of outdoor cultivation and produce farm. Organic Medicinals uses the county road past my property to access their farm.

I fully support the expansion of their cannabis operations, as stated in the letter to our community. Organic Medicinals has shown a sustained ethic of highly respectable stewardship to the land and community in their cannabis operation, as well as, the food production farm, New Moon.

Jane and I have had a verbal conversation over my concerns of traffic, dust and pollen contamination. I am fully satisfied with the answers of signage, gravel and pollen containment given to mitigate these concerns. I look forward to continuing our relationship in keeping our neighborhood out on the Shively flat safe, friendly and prosperous for all affected by farm activities.

Please feel free to contact me for any further input.  
Thank you for your consideration,

Elizabeth Dunlap  
Cann-Do Attitude  
Old School Cultivations  
707-599-2555  
[farmerbethie@yahoo.com](mailto:farmerbethie@yahoo.com)  
78 Shively Flat Rd  
Scotia, Ca. 95565

## 8. Eliza Barrett

To whom it may concern,

My name is Eliza Barrett and I have lived and farmed in Shively for 25 years. It has come to my attention of concern about road usage by my neighbors farm owned and operated by Jill VanderLinden and her family.

The road usage has been less this year because of Covid. Anyone who has been here for a long time understands what it takes to manage a farm of their size and output. They have been diligent in their upkeep of the road.

Her family has run the largest produce farm in the valley for at least 12 years. They have contracts with Locally Delicious, a non profit who supply grants to grow produce for the local food banks. They also supply fresh food for elementary schools in McKinleyville, Eureka, Trinidad and Arcata.

Their farm also supplies grocery stores and restaurants throughout the region all the way to the Bay Area. They have managed their place in a streamlined capacity with top concern for wildlife and the integrity of the soil and environment.

Jill and her family have received last year, a regional award and professional acknowledgments and recognition for their regenerative and sustainable farming practices. They are held in high esteem with anyone who has done business with them.

She has also lectured and taught many farmers, young and experienced, on the techniques of dry farming and has been helpful and generous to all who have shown and needed aid by donating literally tons of produce.

People have interviewed her for articles, pod casts and radio and also filmed for a documentary showcasing their top notch farm. They are the best example of farming that I have ever witnessed. Integrative management of fruit orchards, annual produce, crop rotations, livestock have been created from scratch.

In conclusion their careful and conscientious year in and year out care of their farm can and should be used as the prime example of how land should be taken care of for generations of productivity and health of our region.

Thank you, Eliza Barrett