

# Planning Application

## PJR-001

**Application Type(s):**

- ☐ Admin Cert. Compliance  
☐ Ag. or Timber Preserve/Contract  
☐ Conditional Cert. of Compliance  
☐ Cert. of Modification  
☐ Coastal Permit  
☐ Zoning Permit for: \_\_\_\_\_

- ☐ Design Review Admin.  
☐ Design Review Full  
☐ General Plan Amendment  
☐ Lot Line Adjustment  
☐ Major Subdivision

File # \_\_\_\_\_

- ☐ Minor Subdivision  
☐ Voluntary Merger  
☐ Ordinance Interpretation  
☐ Second Unit Permit  
☐ Specific/Area Plan Amendment

- ☒ Use Permit  
☐ Variance  
☐ Zone Change  
☐ Other: \_\_\_\_\_

**By placing my contact information (name, address, phone number, email address, etc.) on this application form and submitting it to Sonoma County PRMD, I understand and authorize PRMD to post this application to the internet for public information purposes, including my contact information.**

**PRINT CLEARLY****APPLICANT**Name **Star Trail Naturals California**Mailing Address **131-A Stony Circle #500**City **Santa Rosa** State **CA** Zip **95401**Day Ph (707) 772-6496 Email **alexbohn707@gmail.com**Signature *Alex Bohn* Date **12/18/2023****OWNER (IF OTHER THAN APPLICANT)**Name **Volker Rosenfelder**Mailing Address **P.O. Box 315**City **Valley Ford** State **CA** Zip **94972**Day Ph (707) 299-8743 Email **volkerro@gmail.com**Signature *Volker Rosenfelder* Date **12/18/2023****Billing Responsible Party (At-Cost Only)**☒ Applicant ☐ Owner ☐ Other: \_\_\_\_\_**OTHER PERSONS TO RECEIVE CORRESPONDENCE**

Name/Title \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Day Ph ( ) \_\_\_\_\_ Email \_\_\_\_\_

Name/Title \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Day Ph ( ) \_\_\_\_\_ Email \_\_\_\_\_

**PROJECT INFORMATION**Address(es) **1400 Freestone Valley Ford Rd.** City **Unincorporated (Valley Ford)**Assessor's Parcel Number(s) **026-080-008**

Project Description **Pre-existing outdoor cannabis cultivation site with up to 43,560 square feet of flowering canopy, as well as harvest storage area, and any necessary compost or propagation area, within in a premises no larger than 73,500 square feet. Two 20' freezer containers with electrical and engineered footings.**

Acreage **707 772-6496**Number of new lots proposed **None**Site Served by Public Water? ☐ Yes ☒ NoSite Served by Public Sewer? ☐ Yes ☒ No**TO BE COMPLETED BY PRMD STAFF**

Planning Area \_\_\_\_\_ Supervisorial District \_\_\_\_\_

Current Zoning \_\_\_\_\_

Specific/Area Plan \_\_\_\_\_

General Plan Land Use \_\_\_\_\_ Parcel Specific Policy \_\_\_\_\_

Application resolve planning violation? ☐ Yes ☐ No Violation? ☐ Yes ☐ No File No. \_\_\_\_\_Previous Files \_\_\_\_\_ Penalty application? ☐ Yes ☐ No

Application accepted by \_\_\_\_\_ Date \_\_\_\_\_

Approved by \_\_\_\_\_ Date \_\_\_\_\_

# Indemnification Agreement

PJR-011

"As part of this application, applicant agrees to defend, indemnify, release and hold harmless the County, its agents, officers, attorneys, employees, boards and commissions from any claim, action or proceeding brought against any of the foregoing individuals or entities, the purpose of which is to attack, set aside, void or annul the approval of this application or the adoption of the environmental document which accompanies it. This indemnification shall include, but not be limited to, damages, costs, expenses, attorney fees or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in conjunction with the approval of this application, whether or not there is concurrent passive or active negligence on the part of the County. If, for any reason any portion of this indemnification agreement is held to be void or unenforceable by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect."

**Alexander Bohn on behalf of Star Trail Naturals California**

Applicant Name

DocuSigned by:


  
CEEAF2CC1235457...

Applicant Signature

**Volker Rosenfelder**

Owner Name

DocuSigned by:

  
CEA905EAA5B34A8...

Owner Signature

11/9/2022

Date

File No.

**NOTE:** The purpose of the Indemnification Agreement is to allow the County to be held harmless in terms of potential legal costs and liabilities in conjunction with permit processing and approval.



4138497



Secretary of State

ARTS-GS

# Articles of Incorporation of a General Stock Corporation

**FILED** *Amel*  
Secretary of State  
State of California *65*

APR 19 2018

IMPORTANT — Read Instructions before completing this form.

Filing Fee — \$100.00

Copy Fees — First page \$1.00; each attachment page \$0.50;  
Certification Fee — \$5.00

Note: Corporations may have to pay minimum \$800 tax to the California Franchise Tax Board each year. For more information, go to <https://www.ftb.ca.gov>.

1PC This Space For Office Use Only

## 1. Corporate Name (Go to [www.sos.ca.gov/business/be/name-availability](http://www.sos.ca.gov/business/be/name-availability) for general corporate name requirements and restrictions.)

The name of the corporation is Star Trail Naturals California

## 2. Business Addresses (Enter the complete business addresses.)

a. Initial Street Address of Corporation - Do not list a P.O. Box	City (no abbreviations)	State	Zip Code
131-A Stony Circle Suite 500	Santa Rosa	CA	95401
b. Initial Mailing Address of Corporation, If different than item 2a	City (no abbreviations)	State	Zip Code

## 3. Agent for Service of Process

Item 3a and 3b: If naming an individual, the agent must reside in California and Items 3a and 3b must be completed with the agent's name and complete California street address.

Item 3c: If naming a California Registered Corporate Agent, a current agent registration certificate must be on file with the California Secretary of State and Item 3c must be completed (leave Item 3a-3b blank).

a. California Agent's First Name (if agent is not a corporation)	Middle Name	Last Name	Suffix
b. Street Address (if agent is not a corporation) - Do not list a P.O. Box	City (no abbreviations)	State	Zip Code
		CA	
c. California Registered Corporate Agent's Name (if agent is a corporation) - Do not complete Item 3a or 3b			
LegalZoom.com, Inc.			

## 4. Shares (Enter the number of shares the corporation is authorized to issue. Do not leave blank or enter zero (0).)

This corporation is authorized to issue only one class of shares of stock.

The total number of shares which this corporation is authorized to issue is 10,000

## 5. Purpose Statement (Do not alter the Purpose Statement.)

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

## 6. Read and Sign Below (This form must be signed by each incorporator. See instructions for signature requirements.)

Signature

LegalZoom.com, Inc. by Cheyenne Moseley, Assistant Secretary

Type or Print Name

Attachment to the  
Articles of Incorporation  
of

Star Trail Naturals California

7. The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

8. This corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) through bylaw provisions, agreements with agents, vote of shareholders or disinterested directors or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code, subject only to the applicable limits set forth in Section 204 of the California Corporations Code with respect to actions for breach of duty to the corporation and its shareholders.

9. Any repeal or modification of the foregoing provisions of Sections 7 and 8 by the shareholders of this corporation shall not adversely affect any right or protection of an agent of this corporation existing at the time of such repeal or modification.

*STAR TRAIL  
NATURALS*

131-A Stony Circle #500  
Santa Rosa, CA 95401  
707-772-6496

April 3, 2018

I, Alexander Bohn President of "Star Trail Naturals", hereby give full consent to Alexander Bohn to use the name "Star Trail Naturals California" and I also give Legalzoom full authorization to file the entity on behalf of Alexander Bohn.

Signed,

A handwritten signature in cursive script that reads "Alexander Bohn". The signature is written in dark ink and is positioned above the printed name and title.

Alexander Bohn, President  
Star Trail Naturals  
707-772-6496



BA20230710173



**STATE OF CALIFORNIA**  
*Office of the Secretary of State*  
**STATEMENT OF INFORMATION**  
**CORPORATION**

California Secretary of State  
1500 11th Street  
Sacramento, California 95814  
(916) 653-3516

For Office Use Only

**-FILED-**

File No.: BA20230710173

Date Filed: 4/30/2023

B1715-7403 04/30/2023 10:19 AM Received by California Secretary of State

Entity Details			
Corporation Name	STAR TRAIL NATURALS CALIFORNIA		
Entity No.	4138497		
Formed In	CALIFORNIA		
Street Address of Principal Office of Corporation			
Principal Address	131-A STONY CIRCLE SUITE 500 SANTA ROSA, CA 95401		
Mailing Address of Corporation			
Mailing Address	131-A STONY CIRCLE SUITE 500 SANTA ROSA, CA 95401		
Attention			
Street Address of California Office of Corporation			
Street Address of California Office	131-A STONY CIRCLE SUITE 500 SANTA ROSA, CA 95401		
Officers			
Officer Name	Officer Address	Position(s)	
ALEXANDER S BOHN	131-A STONY CIRCLE SUITE 500 SANTA ROSA, CA 95401	Chief Executive Officer, Secretary, Chief Financial Officer	
Additional Officers			
Officer Name	Officer Address	Position	Stated Position
None Entered			
Directors			
Director Name	Director Address		
ALEXANDER BOHN	131-A STONY CIRCLE SUITE 500 SANTA ROSA, CA 95401		
The number of vacancies on Board of Directors is: 0			
Agent for Service of Process			
California Registered Corporate Agent (1505)	LEGALZOOM.COM, INC. Registered Corporate 1505 Agent		
Type of Business			
Type of Business	ALL LEGAL BUSINESS ALLOWED CA		
Email Notifications			
Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.		
Labor Judgment			

No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.

Electronic Signature

☒ By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.

*Alexander Bohn*

*04/30/2023*

Signature

Date

**BYLAWS  
OF  
Star Trail Naturals California, INC.**

**ARTICLE I-  
OFFICES**

**Section 1.01 PRINCIPAL EXECUTIVE OFFICE AND PRINCIPAL BUSINESS OFFICE.** The principal business office of the Corporation shall be located at:

**131-A STONY CIRCLE, SUITE 500  
SANTA ROSA CA 95401**

The board may also choose other locations at such place within or without the State of California as shall be fixed from time to time by the board of directors, and if no place is fixed by the board of directors, such place as shall be fixed by the President or CEO.

**ARTICLE II-  
SHAREHOLDERS**

**Section 2.01 PLACE OF MEETING.** Meetings of the shareholders shall be held at any place within or without the State of California designated by the board of directors. Absent such designation, meetings shall be held at the principal business office. The board of directors may, in its discretion and subject to any guidelines and procedures it may adopt, authorize shareholders not physically present, in person or proxy, at a meeting of shareholders, whether held at a designated place or held solely by electronic transmission by and to the Corporation or by electronic video screen communication, to participate in and vote at the meeting by electronic transmission by and to the Corporation or by electronic video screen communication and such shareholders shall be considered present in person or by proxy.

**Section 2.02 ANNUAL MEETING.** An annual meeting of shareholders shall be held in the Month of November in each year such date and at such time as may be designated from time to time by the board of directors for the purpose of electing directors and transacting any other business that is within the power of the shareholders and allowed by law.

**Section 2.03 SPECIAL SHAREHOLDERS' MEETINGS.** Special meetings of the shareholders may be called by the board of directors, the chair of the board, the president, or by shareholders entitled to cast not less than 10% of the votes at the meeting. Any person entitled to call a special meeting of shareholders (other than the board of directors) shall make a written request to the chair of the board, or president, or secretary, specifying the general purpose of such meeting and the date, time, and place of the meeting, which date shall be not less than 35 days and not more than 60 days after the receipt by such officer of the request. Within 20 days after receipt of the request, the officer receiving such request shall cause notice to be given to the shareholders entitled to vote at such meeting, stating that a meeting will be held on the date and at the time and

place requested by the person(s) requesting the meeting and stating the general purpose of the meeting. If such notice is not given within 20 days after receipt of the request, the person(s) requesting the meeting may give such notice. No business shall be transacted at a special meeting unless its general nature shall have been specified in the notice of such meeting.

**Section 2.04 NOTICE OF SHAREHOLDERS' MEETING.** Written notice stating the place, day, and hour of the meeting, shall be given not less than 10 days (or, if sent by third class mail, 30 days) and not more than 60 days before the meeting. In the case of an annual meeting, the notice shall state the matters the board of directors intends, at the time the notice is given, to present to the shareholders for action; provided, however, that unless the notice of the meeting, or the waiver of notice of such meeting, sets forth the general nature of any proposal to (a) approve or ratify a transaction in which a director has a material financial interest under Section 310 of the California Corporations Code, (b) amend the articles of incorporation of this Corporation (the "**Articles of Incorporation**") under Section 902 of the California Corporations Code, (c) approve a conversion or reorganization or elect to wind up and dissolve under Sections 1152, 1201, or 1900 of the California Corporations Code, or (d) effect a plan of distribution upon liquidation inconsistent with the liquidation rights of the preferred shares under Section 2007 of the California Corporations Code, no such proposal may be approved at an annual meeting other than by unanimous approval by those entitled to vote. In the case of a special meeting, the notice shall state the general nature of the business to be transacted. If directors are to be elected at a meeting, the notice shall include the names of the intended nominees at the time the notice is given. If remote participation in a meeting is authorized by the board of directors, the notice shall state the means of electronic transmission by and to the Corporation or electronic video screen communication by which shareholders may participate.

Proof of notice by mail or electronic transmission may be made by affidavit of the secretary or assistant secretary or the Corporation's transfer agent, and, if made, shall be filed as part of the minutes of the meeting.

Notice shall be given by personal delivery, by electronic transmission (email) unless such electronic delivery is rejected by Shareholder in writing, or by mail, by or at the direction of the secretary or the officer or person calling the meeting, to each shareholder entitled to vote at the meeting. If a shareholder has not provided an address, notice may be given as provided by Section 601 of the California Corporations Code.

Notice by mail shall be deemed to have been given when deposited in the United States mail addressed to the shareholder at the shareholder's address as it appears on the share transfer records of the Corporation, with postage thereon prepaid. Notice by electronic transmission shall be deemed to have been given when:

- (a) Transmitted to an electronic email address provided by the shareholder for the purpose of receiving notice.

Notice shall not be given by electronic transmission to a shareholder after either (i) the Corporation is unable to deliver two consecutive notices to such shareholder by such means or (ii) the inability to deliver such notices to such shareholder becomes known to any person responsible for giving such notices.

A shareholder may waive notice of a meeting by providing the secretary, in writing, either before or after the time of the meeting, waiver of notice, consent to holding the meeting, or approval of the minutes of the meeting. The attendance of a shareholder at a meeting constitutes waiver of notice, unless the shareholder objects, at the beginning of the meeting, to the transaction of any business at the meeting because the meeting was not lawfully called or objects, at the meeting, to the consideration of any business that was required to be, but was not, included in the notice of the meeting.

**Section 2.05 VOTING LISTS.** The Corporation shall maintain a list of shareholders entitled to vote at any shareholder meeting (or any adjournment thereof). The list shall include shareholder names along with the address of, and the number and class of shares held by, each shareholder. The list shall be produced and kept open at the time and place of any shareholder meeting and shall be subject to the inspection of any shareholder, if so requested, during the whole time of the meeting.

**Section 2.06 FIXING THE RECORD DATE.** For the purpose of determining the shareholders entitled to notice of and to vote at any meeting of the shareholders, to give written consent to any action taken without a meeting, to receive payment of any dividend or other distribution or allotment of rights, or to exercise any other rights, the board of directors may fix a date as the record date for any such determination.

A record date fixed under this Section may not be more than 60 days or less than 10 days before the meeting or more than 60 days before any other action. If any meeting of the shareholders is adjourned for more than 45 days from the date set for the original meeting, the board shall fix a new record date for determining the shareholders entitled to notice of and to vote at such adjourned meeting.

If no record date has been fixed, then (a) the record date for determining shareholders entitled to notice of and to vote at a shareholders' meeting shall be the business day before the day on which notice is given, or, if notice is properly waived, the business day before the day on which the meeting is held, (b) the record date for determining shareholders entitled to give written consent to action taken without a meeting, where no prior board action was taken, shall be the day on which the first written consent is given, and (c) the record date for determining shareholders for any other purpose shall be the later of (i) the day on which the board of directors adopts the resolution relating thereto or (ii) the 60th day prior to the date of the action.

**Section 2.07 QUORUM OF AND ACTION BY SHAREHOLDERS.** The presence in person or by proxy of the holders of a majority of the shares entitled to vote constitutes a quorum



for a meeting of the shareholders. Except as otherwise provided by the California Corporations Code or the Articles of Incorporation:

(a) The affirmative vote of a majority of the shares represented at a meeting at which a quorum is present shall be the act of the shareholders.

(b) The shareholders present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment notwithstanding the withdrawal of any number of shareholders that leaves less than a quorum, if any action taken, other than adjournment, is approved by at least a majority of the shares required to constitute a quorum.

If a quorum is not present, the meeting may be adjourned by the vote of a majority of the shares present in person or by proxy.

**Section 2.08 ADJOURNED MEETINGS AND NOTICE THEREOF.** Any shareholders' meeting may be adjourned from time to time by a vote of the majority of the shares present, in person or proxy. If the meeting is adjourned for more than 45 days, or if the board of directors fixes a new record date for the adjourned meeting, notice of the adjourned meeting shall be given to each shareholder of record, as of the new record date, entitled to notice of the adjourned meeting. If the meeting is adjourned for not more than 45 days, and the board of directors does not fix a new record date for the adjourned meeting, notice need not be given of the adjourned meeting if the time and place (or the means of electronic transmission or electronic video screen communication, if any, by which shareholders may participate) of the meeting are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted at the original meeting.

**Section 2.09 CONDUCT OF MEETINGS.** The board of directors may adopt by resolution such rules and regulations for the conduct of meetings of the shareholders as it shall deem appropriate. The secretary or, in his or her absence or inability to act, the person whom the presiding officer of the meeting shall appoint secretary of the meeting, shall act as secretary of the meeting and keep the minutes thereof.

**Section 2.10 INSPECTORS OF ELECTION.** Before any meeting of shareholders, the board of directors may appoint any persons other than nominees for office to act as inspectors of election at the meeting or its adjournment. If no inspectors of election are appointed, or if any person appointed fails to appear or refuses to act, the chair of the meeting may, and on the request of any shareholder or his or her proxy shall, appoint inspectors of election at the meeting. One or three inspectors may be appointed; provided that, if inspectors are appointed at a meeting on the request of one or more shareholders or proxies, the holders of a majority of shares present in person or proxy shall determine whether one or three inspectors are to be appointed.

The inspectors of election, if so appointed, shall:

- (a) Determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, and the authenticity, validity, and effect of proxies.
- (b) Receive votes, ballots, or consents.
- (c) Hear and determine any challenges and questions in connection with voting rights.
- (d) Count and tabulate all votes or consents.
- (e) Determine when the voting polls shall close.
- (f) Determine the result.
- (g) Do any other acts that may be proper to conduct the election or vote with fairness to all shareholders.

**Section 2.11 VOTING OF SHARES.** Each outstanding common stock share, shall be entitled to one vote on each matter submitted to a vote of the shareholders, except as otherwise provided herein and to the extent that the Articles of Incorporation provide for more or less than one vote per share or limit or deny voting rights to the holders of the shares of any class or series.

All issued and outstanding preferred shares of stock shall not have any voting rights, unless provided for and authorized by the Corporation's Board of Directors pursuant to the Articles of Incorporation or these Bylaws.

A shareholder entitled to vote on any matter may vote part of such shares in favor of the proposal and refrain from voting the remaining shares or, other than in elections of directors, vote the remaining shares against the proposal. If a shareholder fails to specify the number of shares the shareholder is voting affirmatively, the shareholder will be deemed to have affirmatively voted all shares the shareholder is entitled to vote.

In any election of directors, each shareholder entitled to vote shall, subject to the satisfaction of all statutory conditions precedent to the exercise of such rights, have the right to cumulate the number of votes equal to the number of directors to be elected multiplied by the number of votes to which such shareholder's shares are entitled, and distribute those votes among one or more candidates. This right may be exercised by giving written notice of intent to cumulate those votes to any officer of the Corporation before the meeting or to the presiding officer at the meeting at any time before the election of directors.

The directors receiving the highest number of votes of the shares entitled to vote in the election, up to the number of director positions to be filled, shall be elected.

**Section 2.12 CONSENT OF ABSENTEES.** The transactions of any meeting of shareholders, however called or noticed, are as valid as though had at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if, either before or after the meeting, each of the persons entitled to vote, not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. The waiver, notice, or consent need not specify the business transacted or purpose of the meeting, except as required by Section 601 of the California Corporations Code. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

**Section 2.13 VOTING BY PROXY OR NOMINEE.** A shareholder may vote either in person or by written proxy executed by the shareholder or the shareholder's attorney in fact and filed with the secretary of the Corporation. A proxy is not valid after the expiration of 11 months from the date of its execution, unless otherwise provided in the proxy. A proxy continues in full force and effect until revoked, either by a written revocation delivered to the Corporation, by a subsequent proxy presented to the meeting, or by attending a meeting of the shareholders and voting the shares in person. A proxy is revocable unless the proxy states that it is irrevocable and the proxy is coupled with an interest. A proxy is not revoked by the death or incapacity of the shareholder appointing the proxy unless the Corporation receives written notice of such death or incapacity before the vote by proxy is counted.

**Section 2.14 SHAREHOLDER QUALIFICATIONS.** Shares in the Corporation may be issued only to persons who meet the definition in the Articles of "Eligible Shareholder." The term "Eligible Shareholder" means a person who does not cause the Corporation to be subject to denial, non-renewal, or revocation of a license pursuant to California Business and Professions Code Section 26057, and such person: (A) does not have a conviction of an offense that is substantially related to the qualifications, functions or duties of the business or profession for which the application is made, as contemplated by California Business and Professions Code Section 26057(b)(4); (B) has not been subject to fines, penalties, or otherwise been sanctioned, as contemplated by California Business and Professions Code Section 26057(b)(6); and (C) has not been sanctioned by a licensing authority or a city and/or county, as contemplated by California Business and Professions Code Section 26057(b)(7).

The Corporation (and applicable regulatory authorities) shall be entitled to request at any time or from time-to-time that a Shareholder provide the Corporation or the applicable regulatory authorities with certain factual information alongside evidence supporting such information, and a certification or statement as to the accuracy and completeness of such information, relating to the Shareholder (including, for the sake of clarity, its own shareholders and owners, if any), which the Board or applicable regulatory authorities deems reasonably necessary to determine whether, pursuant to applicable laws, rules, regulations and enforcement policies effective at such time or reasonably expected to become effective within sixty (60) days, the Shareholder is eligible or is deemed ineligible, to own an interest in the Corporation pursuant to this Section 2.14 . If a Shareholder that was once an eligible shareholder in the past, becomes ineligible to own an

interest in the Corporation under California Business and Professions Code Section 26057, regardless of whether such ineligibility is a product of the Shareholder's own actions or is due to a change in the laws and regulations therein, the Corporation shall notify the Ineligible Shareholder of such determination in writing and the Mandatory Transfer provisions of Section 2.15(a) or Mandatory Repurchase provisions of Section 2.15(b) shall apply to such Ineligible Shareholder.

## **Section 2.15 MANDATORY SHAREHOLDER TRANSFER AND REPURCHASE RIGHTS**

(a) Mandatory Transfer. In the event that any Shareholder is deemed an Ineligible Shareholder under Section 2.14 and receives a written ineligibility notice, the Ineligible Shareholder shall effect the transfer of all of his/her/its shares to a person(s) ("Eligible Transferee(s)") that qualifies as an Eligible Shareholder and is approved by a majority vote of the then sitting Board of Directors. This Mandatory Transfer shall occur no later than twenty (20) days from the date of the written ineligibility notice, provided that the Board may, but is not required to, extend such twenty (20) day period upon request by the Ineligible Shareholder. If the Ineligible Shareholder cannot find or qualify an Eligible Shareholder in order to effect this Mandatory Transfer or the Board of Directors does not approve by a majority vote of the proposed Eligible Shareholder(s) within the allotted twenty (20) days or any extensions thereof, then the Ineligible Shareholder's shares of the Corporation shall be subject to Section 2.15(b) Mandatory Repurchase.

(b) Mandatory Repurchase. In the event that any Mandatory Transfer is required under Section 2.14 and Section 2.15(a) and such Mandatory Transfer has not occurred within the allotted twenty (20) days or any extensions thereof, the Corporation shall repurchase the Ineligible Shareholder's shares at a price determined by any of the following ways:

(i) at a purchase price agreed upon by the parties; or

(ii) at a purchase price equal to 85% of the fair market value of such shares, with such fair market value determined by an appraisal of the Corporation made by a single qualified appraiser having at least five (5) years' continuous experience in the valuation of equity securities of companies with assets and businesses similar or comparable to those of the Corporation and who is mutually agreeable to the Ineligible Shareholder Seller and Corporation purchaser. In the event that the parties are unable to agree on an appraiser within thirty (30) days from the end of the mandatory transfer period per Section 2.15(a) above, the Selling Ineligible Shareholder shall select one (1) appraiser, and the Corporation purchaser shall select one (1) appraiser, and each appraiser so selected by both parties shall select a third appraiser having the qualifications described above, and the appraisal shall be performed by the third appraiser so selected. Any and all costs and fees of the

appraiser(s) shall be shared equally by the Corporation purchaser and the Ineligible Shareholder seller.

Purchase price payment may be made (i) by check or wire transfer of an amount equal to 85% of the fair market value of such shares to the former Ineligible Shareholder within six months of the Mandatory Repurchase event occurring, or (ii) by issuance of a promissory note at an interest rate of 5% and payable within two years of the Mandatory Repurchase event occurring. This Section shall not in any way be construed to prevent the Corporation from exercising any of its rights under any other provisions of these Bylaws.

If the Corporation and the Ineligible Shareholder or its Eligible Shareholder transferee(s) cannot perform the above measures in the allotted time frame or in a reasonable time frame so as to likely subject the Corporation to a denial, revocation, or non-renewal of the Corporation's applicable business licenses, then the shares shall be repurchased immediately and transferred to the corporation in form only and the repurchase price of said shares shall be settled upon per the above provisions at a later date.

**Section 2.16 RIGHT OF FIRST REFUSAL.** Except as provided for in Section 2.14 and 2.15 above, no Shareholder shall sell, assign, pledge, or in any other manner transfer any of the shares of stock of the Corporation or any right or interest therein, whether voluntarily or by operation of law, or by gift or otherwise, to an Eligible Shareholder by a transfer which meets the requirements set forth in these bylaws without first offering to the Corporation or its other Shareholders the right of first refusal to purchase any or all of said shares pursuant to these bylaws and as described below:

(a) If the Shareholder receives from anyone who is an Eligible Shareholder a bona fide offer acceptable to the Shareholder to purchase any of their shares of stock, then the Shareholder shall first give written notice thereof to the Corporation. The notice shall name the proposed transferee and state the number of shares to be transferred, the price per share and all other terms and conditions of the offer.

(b) For fifteen (15) days following receipt of such notice, the Corporation shall have the option to purchase all or any lesser part of the shares specified in the notice at the price and upon the terms set forth in such bona fide offer. In the event the Corporation elects to purchase all the shares, it shall give written notice to the selling Shareholder of its election and the settlement for said shares will be made per Section 2.16(d) below.

(c) In the event the Corporation does not elect to acquire all of the shares specified in the selling Shareholder's notice, the Secretary of the Corporation shall, within twenty (20) days of receipt of said selling Shareholder's notice, give written notice thereof to the Shareholders of the Corporation other than the selling Shareholder. Said written notice shall state the number of shares that the Corporation has elected to purchase and the number of shares remaining available for purchase (which shall be the same as the number contained in said selling Shareholder's notice, less any such shares that the Corporation has elected to purchase). Each of the other Shareholders shall

have the option to purchase that proportion of the shares available for purchase as the number of shares owned by each of said other Shareholders bears to the total issued and outstanding shares of the Corporation, excepting those shares owned by the selling Shareholder. A Shareholder electing to exercise such option shall, within ten (10) days after mailing of the Corporation's notice, give notice to the Corporation specifying the number of shares such Shareholder will purchase. Within such ten-day period, each of said other Shareholders shall give written notice stating how many additional shares such Shareholder will purchase if additional shares are made available. Failure to respond in writing within said ten-day period to the notice given by the Secretary of the Corporation shall be deemed a rejection of such Shareholder's right to acquire a proportionate part of the shares of the selling Shareholder. In the event one or more Shareholders do not elect to acquire the shares available to them, said shares shall be allocated on a pro rata basis to the Shareholders who requested shares in addition to their pro rata allotment.

(d) In the event the Corporation and/or Shareholders, other than the selling Shareholder, elect to acquire any of the shares of the selling Shareholder as specified in said selling Shareholder's notice, the Secretary of the Corporation shall notify the selling Shareholder and settlement thereof shall be made in cash within thirty (30) days after the Secretary of the Corporation receives said selling Shareholder's notice; provided that if the terms of payment set forth in said selling Shareholder's notice were other than cash against delivery, the Corporation and/or its other Shareholders shall pay for said shares on the same terms and conditions set forth in said selling Shareholder's notice.

(e) In the event the Corporation and/or its other Shareholders do not elect to acquire all of the shares specified in the selling Shareholder's notice, said selling Shareholder may, within the sixty-day period following the option rights granted to the Corporation and other Shareholders herein, sell elsewhere the shares specified in said selling Shareholder's notice which were not acquired by the Corporation and/or its other Shareholders, in accordance with the provisions of paragraph (d) of this bylaw, provided, that said sale shall not be on terms and conditions more favorable to the purchaser than those contained in the bona fide offer set forth in said selling Shareholder's notice. All shares so sold by said selling Shareholder shall continue to be subject to the provisions of these bylaws in the same manner as before said transfer.

(f) Any sale or transfer, purported sale or transfer, of securities of the Corporation shall be null and void unless the terms, conditions, and provisions of these bylaws are strictly observed and followed.

(g) That certificates representing shares of stock of the Corporation shall bear on their face the following legend so long as the restrictions on transfer contained in these bylaws remain in effect:

“THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON TRANSFER, INCLUDING A RIGHT OF FIRST REFUSAL OPTION IN FAVOR OF THE CORPORATION AND ITS OTHER SHAREHOLDERS, AS PROVIDED IN THE BYLAWS OF THE CORPORATION.”

**Section 2.17 ACTION BY SHAREHOLDERS WITHOUT A MEETING.** Any action required or permitted to be taken at an annual or special meeting of the shareholders may be taken without a meeting and without prior notice if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding shares having not less than the minimum number of votes necessary to authorize or take such action at a meeting at which all shares are entitled to vote thereon were present and voted; provided, that directors may be elected by written consent only if such consent is unanimously given by all shareholders entitled to vote, except that action taken by shareholders to fill one or more vacancies on the board other than a vacancy created by the removal of a director, may be taken by written consent of a majority of the outstanding shares entitled to vote.

### **ARTICLE III- DIRECTORS**

**Section 3.01 NUMBER OF DIRECTORS.** The authorized number of directors shall be, at a minimum, no less than 3, and in the maximum, no more than 5 and shall be initially 3 directors; provided that the number may be increased or decreased from time to time as set forth in the Articles of Incorporation, or by an amendment to these Bylaws duly adopted in accordance with these Bylaws and as authorized by the Board of Directors, Section 212 of the California Corporations Code, and other applicable law.

**Section 3.02 POWERS; QUALIFICATIONS.** All corporate powers of the Corporation shall be exercised, and the business and affairs of the Corporation shall be managed, by or under the direction of the board of directors, except such powers expressly conferred upon or reserved to the shareholders, and subject to any limitations set forth by law, by the Articles of Incorporation or by these Bylaws. Directors must be natural persons 18 years of age or older.

Without limiting the generality of the foregoing, and subject to the same limitations, it is hereby expressly declared that the directors shall have the power and, to the extent required by law, the duty to:

(a) Appoint and remove, at the pleasure of the board, all officers, managers, management companies, agents, and employees of the Corporation, prescribe their duties in addition to those prescribed in these Bylaws, supervise them, fix their compensation, and require from them security for faithful service. Such compensation may be increased or diminished at the pleasure of the directors.

(b) Conduct, manage, and control the affairs and business of the Corporation; make rules and regulations not inconsistent with the Articles of Incorporation or applicable law or these Bylaws; make all lawful orders on behalf of the Corporation; and prescribe the manner of executing the same.

(c) Incur indebtedness and borrow money on behalf of the Corporation and designate from time to time the person or persons who may sign or endorse checks, drafts, or other orders of payment of money, notes, or other evidences of indebtedness, issued in the name of, or payable to, the Corporation, and prescribe the manner of collecting or depositing funds of the Corporation, and the manner of drawing checks thereon.

(d) Appoint an executive committee and other committees of the board, in accordance with Section 311 of the California Corporations Code.

(e) Authorize the issuance of stock of the Corporation from time to time, upon such terms as may be lawful, including any dividend distributions of existing and issued stock.

(f) Prepare an annual report to be sent to the shareholders after the close of the fiscal or calendar year of the Corporation, which report shall comply with the requirements of law. To the extent permitted by law, the requirements that an annual report be sent to shareholders and the time limits for sending such reports are hereby waived; the directors, nevertheless, shall have the authority to cause such report to be sent to shareholders.

**Section 3.03 TERM OF OFFICE.** At the first annual meeting of the shareholders and at the annual meeting thereafter, the shareholders entitled to vote in the election of directors shall elect directors, each of whom shall hold office for two-years (2) or until the director's earlier death, resignation, disqualification, or removal. Despite the expiration of a director's term, the director shall continue to serve until the director's successor is elected and qualified.

**Section 3.04 VACANCIES AND NEWLY CREATED DIRECTORSHIPS.** A vacancy on the board of directors occurs upon of any of the following events:

(a) The death, resignation, or removal of any director.

(b) The removal or declaration of vacancy by the board of directors of a director who has been declared of unsound mind by an order of court or convicted of a felony.

(c) The authorized number of directors is increased.

(d) At any meeting of the shareholders at which directors are elected, the shareholders fail to elect the full authorized number of directors to be elected at the meeting.

Vacancies in the board of directors, other than vacancies created by removal of a director, may be filled by the board of directors in accordance with Section 305 of the California Corporations Code. The shareholders may, at any time and in accordance with Section 305 of the California Corporations Code, elect a director to fill any vacancy not filled by the directors. A director elected to fill a vacancy shall hold office until the next annual meeting and until the



director's successor is elected and qualified (or until the director's earlier death, resignation, disqualification, or removal). If any resignation of a director will take effect at a future time, a successor may be elected to take office when the resignation becomes effective. A reduction of the authorized number of directors does not remove any director prior to the expiration of the director's term of office.

**Section 3.05 REMOVAL.** The board of directors may declare vacant the office of a director who has been declared of unsound mind by an order of court or convicted of a felony, or otherwise in a manner provided by law.

Any or all of the directors may be removed from office at any time with or without cause by a vote of the shareholders entitled to elect them. If one or more directors are so removed at a meeting of shareholders, the shareholders may elect new directors at the same meeting.

**Section 3.06 RESIGNATION.** A director may resign by providing written notice to President or the secretary, or the board of directors. The resignation shall be effective upon the later of the date of receipt of the notice or the effective date specified in the notice.

### **Section 3.07 MEETINGS OF DIRECTORS.**

A regular meeting of the newly-elected board of directors shall be held without other notice immediately following and at the place of each annual meeting of shareholders, at which meeting the board shall elect officers and transact any other business as shall come before the meeting. Regular meetings of the board of directors shall be held at such other times and places as may from time to time be fixed by resolution of the board of directors and, unless the Articles of Incorporation provide otherwise, regular meetings may be held without notice of the date, time, place, or purpose of the meeting.

Meetings of the board of directors, including special meetings, may be called by the President, the secretary, or any two directors.

Notice of the time and place of special meetings shall be given to each director. If notice is mailed, it shall be deposited in the United States mail, addressed to the director at the address shown on the records of the Corporation, at least four days before the time of the meeting. If notice is delivered personally, by telephone, or by electronic transmission, it shall be delivered at least 48 hours before the time of the meeting. The notice need not specify the purpose of the meeting. Ineffective notice of any meeting of the board of directors may be waived.

Meetings of the board of directors may be held at any place within or without the State of California that is designated in the notice of the meeting.

**Section 3.08 ELECTRONIC PARTICIPATION.** Members of the board of directors may participate in a meeting through conference telephone, electronic video screen communication, or electronic transmission by and to the Corporation. Participation in a meeting

by conference telephone or electronic video screen communication constitutes presence in person if all participating directors can hear one another. Participation by electronic transmission by and to the Corporation (other than conference telephone or electronic video screen communication) constitutes presence in person if each participating director can communicate concurrently with all other participating directors and each director has the means to participate in all matters before the board, including the ability to propose or object to a specific action proposed to be taken.

**Section 3.09 QUORUM OF AND ACTION BY DIRECTORS.** A majority of the authorized number of directors constitutes a quorum of the board of directors for the transaction of business. Any act approved by a majority of the directors present at a duly held meeting at which a quorum is present is the act of the board of directors, unless the California Corporations Code or the Articles of Incorporation require a greater number. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors leaving less than a quorum, if any action is approved by at least a majority of the directors who constitute the required quorum for the meeting. A majority of the directors present, even if less than a quorum, may adjourn a meeting to another time and place. If a meeting is adjourned for more than 24 hours, notice of the adjournment to another time and place shall be given before the adjourned meeting to each director not present at the time of the adjournment.

**Section 3.10 COMPENSATION.** Directors may receive compensation for their services as directors in such amount as may be fixed, from time to time, by resolution of the board of directors. The board of directors may, by resolution, authorize payment of a fixed fee and expenses of attendance, if any, for attendance at any meeting of the board of directors or committee thereof. A director shall not be precluded from serving the Corporation in any other capacity and receiving compensation for services in that capacity.

**Section 3.11 ACTION BY DIRECTORS WITHOUT A MEETING.** Any action required or permitted to be taken by the board of directors or any committee thereof may be taken without a meeting if all of the directors or committee members consent to the action in writing, and the number of directors or committee members then serving constitutes a quorum. The written consents shall be filed with the minutes of the proceedings of the board of directors or committee thereof.

## **ARTICLE IV- OFFICERS**

**Section 4.01 POSITIONS AND ELECTION.** The officers of the Corporation shall be elected by the board of directors and appointed as CEO, CFO, and Secretary. The Corporation may have such other officers, including but not limited to one or more vice presidents or assistant vice presidents, a treasurer, and one or more assistant secretaries, as deemed necessary by the board of directors, with such authority as may be specifically delegated to such officers by the board of directors or these Bylaws. Any two or more offices may be held by the same person.

Officers shall be elected annually at the meeting of the board of directors held after each annual meeting of the shareholders. Each officer shall serve until a successor is elected and qualified or until the earlier death, resignation, or removal of that officer. Vacancies or new offices shall be filled at the next regular or special meeting of the board of directors.

**Section 4.02 REMOVAL AND RESIGNATION.** Any officer elected or appointed by the board of directors may be removed with or without cause by the affirmative vote of the majority of the board of directors. Removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Any officer may resign at any time by giving written notice to the Corporation. Unless a different time is specified in the notice, the resignation shall be effective upon its receipt by the CEO, secretary, or the board of directors.

**Section 4.03. POWERS AND DUTIES OF OFFICERS.** The powers and duties of the officers of the Corporation shall be as provided from time to time by resolution of the board of directors or by direction of an officer authorized by the board of directors to prescribe the duties of other officers. In the absence of such resolution, the respective officers shall have the powers and shall discharge the duties customarily and usually held and performed by like officers of corporations similar in organization and business purposes to the Corporation, subject to the control of the board of directors.

**Section 4.03 ANNUAL STATEMENT OF INFORMATION.** The corporation shall, in a timely manner, file with the Secretary of State of California, on the prescribed form, a statement setting forth the authorized number of Directors, the names and complete business or residence addresses of all incumbent Directors, the names and complete business or residence addresses of the Chief Executive Officer, Secretary, and Chief Financial Officer, the street address of its principal executive office or principal business office in this state, the general type of business constituting the principal business activity of the corporation, and such other information as may be required by law, together with a designation of the agent of the corporation for the purpose of the service of process, all in compliance with California Corporations Code Section 1502.

## **ARTICLE V- INDEMNIFICATION OF DIRECTORS AND OFFICERS**

**Section 5.01 Indemnification Against Expenses.** The Corporation, to the extent permitted by the California General Corporation Law, shall indemnify any Agent of the Corporation against expenses, including reasonable attorney's fees, actually and reasonably incurred in defense of any Proceeding in which the Agent was, is, or is threatened to be made a party by reason of being or having been an Agent of the Corporation, to the extent that the Agent was successful on the merits in the defense and shall have the power to advance to such Agent such expenses incurred by such Agent in defending any such Proceeding upon receipt of an

undertaking by such Agent to repay such amounts if such Agent is not entitled to be indemnified for such amounts and (b) shall indemnify any person who was, is, or is threatened to be made a party to any Proceeding by or in the right of the Corporation to procure a judgment in its favor by reason of being or having been an Agent of the Corporation, against expenses, including reasonable attorney's fees, actually and reasonably incurred in defense or settlement of the Proceeding, if the person acted in good faith and in a manner the person believed to be in the best interests of the Corporation and the shareholders.

**Section 5.02 Indemnification Against Losses.** The Corporation shall, to the extent permitted by the California General Corporation Law and the Articles of Incorporation, indemnify any person who was, is, or is threatened to be made a party to any Proceeding (other than an action by or in the right of the Corporation) by reason of being or having been an Agent of the Corporation, against expenses, including reasonable attorney's fees, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with the Proceeding if the person (a) acted in good faith and in a manner the person believed to be in the best interests of the Corporation and the shareholders and (b) had no reasonable cause to believe the conduct of the person was unlawful, in the case of a criminal Proceeding.

**Section 5.03 Definitions.** For purposes of this Article V, (a) "**Agent**" means any person who (i) is or was a director, officer, employee, or other agent of the Corporation, or (ii) is or was serving at the Corporation's request as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, or (iii) was a director, officer, employee, or agent of a corporation which was a predecessor corporation of the Corporation or of another enterprise at the request of such predecessor corporation, and (b) "**Proceeding**" means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative.

**Section 5.04 INDEMNIFICATION RIGHTS NOT EXCLUSIVE; INSURANCE.** The foregoing rights of indemnification and advancement of expenses shall be in addition to and not exclusive of any other rights to which any director or officer may be entitled by applicable law, the Articles of Incorporation, action or resolution of the shareholders or disinterested directors, or any agreement with the Corporation.

The Corporation may, subject to the provisions of Section 317 of the California Corporations Code, purchase and maintain insurance to indemnify any Agent against any liability asserted against or incurred by an Agent in that capacity or arising out of the Agent's status as an Agent, whether or not the Corporation would have the power indemnify the Agent against that liability under Section 317 of the California Corporations Code.

## **ARTICLE VI- SHARE CERTIFICATES AND TRANSFER**

**Section 6.01 SHARE CERTIFICATES.** Every owner of shares of the Corporation shall be entitled to a certificate, in such form, consistent with the Articles of Incorporation or any law, as shall be prescribed by the board of directors, certifying the number and class or series of shares owned by such shareholder. Shareholders can request and obtain a statement of rights, restrictions, preferences, and privileges regarding classified shares or a class of shares with two or more series, if any, from the Corporation's principal business office. Each certificate issued shall bear all statements or legends required by law, these bylaws or the Articles of Incorporation to be affixed thereto, and shall be signed by (a) the chair of the board, any vice chair of the board, the CEO, or any vice president or (b) the CFO, or any assistant treasurer, or (c) the secretary, or any assistant secretary. No share shall be issued until the consideration therefor, fixed as provided by law, has been fully paid.

**Section 6.02 TRANSFERS OF SHARES.** Shares of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of shares of the Corporation shall be made on the books of the Corporation only by the registered holder thereof or by such other person as may under law be authorized to endorse such shares for transfer, or by such shareholder's attorney thereunto authorized by power of attorney duly executed and filed with the secretary or transfer agent of the Corporation. Except as otherwise provided by law, upon surrender to the Corporation or its transfer agent of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the Corporation shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books. No transfer of shares shall be valid as against the Corporation for any purpose until it shall have been entered in the share transfer records of the Corporation by an entry showing from and to what person those shares were transferred.

**Section 6.03 REGISTERED SHAREHOLDERS.** The Corporation may treat the holder of record of any shares issued by the Corporation as the holder in fact thereof, for purposes of voting those shares, receiving distributions thereon or notices in respect thereof, transferring those shares, exercising rights of dissent with respect to those shares, exercising or waiving any preemptive right with respect to those shares, entering into agreements with respect to those shares in accordance with the laws of the State of California, or giving proxies with respect to those shares.

**Section 6.04 LOST, STOLEN, OR DESTROYED CERTIFICATES.** The board of directors may direct a new certificate or certificates to be issued in place of any certificate or certificates previously issued by the Corporation alleged to have been lost, stolen, or destroyed; provided, that the owner of the lost, stolen, or destroyed certificate (or the owner's legal representative) shall give the Corporation a bond or other adequate security sufficient to indemnify the Corporation against any claim against the Corporation on account of the alleged loss, theft, or destruction of any such certificate or the issuance of such new certificate.

## **ARTICLE VII- CORPORATE RECORDS AND INSPECTION**

**Section 7.01 RECORDS.** The Corporation shall maintain adequate and correct books and records of account, minutes of the proceedings of the shareholders, board of directors, and committees of the board of directors, and a record of its shareholders, including names and addresses of all shareholders and the number and class of shares held, along with any other records required by law. The Corporation shall keep such record of its shareholders at its principal executive office, as fixed by the board of directors from time to time, or at the office of its transfer agent or registrar. The Corporation shall keep its books and records of account and minutes of the proceedings of the shareholders, board of directors, and committees of the board of directors at its principal executive office, or such other location as shall be designated by the board of directors from time to time.

**Section 7.02 INSPECTION OF BOOKS AND RECORDS.** The Corporation's accounting books and records and minutes of proceedings of the shareholders, board of directors, and committees of the board of directors shall, to the extent provided by law, be open to inspection of directors, shareholders, and voting trust certificate holders, in the manner provided by law.

**Section 7.03 COPY OF BYLAWS.** The Corporation shall furnish to any shareholder, on written request, a copy of these Bylaws as amended or otherwise altered to date.

## **ARTICLE VIII- MISCELLANEOUS**

**Section 8.01 CHECKS, DRAFTS, ETC.** All checks, drafts, or other instruments for payment of money or notes of the Corporation shall be signed by an authorized officer or officers or any other person or persons as shall be determined from time to time by the board of directors.

**Section 8.02 FISCAL YEAR.** The fiscal year of the Corporation shall be each calendar year unless determined differently by the board of directors.

**Section 8.03 CONFLICT WITH APPLICABLE LAW OR ARTICLES OF INCORPORATION.** Unless the context requires otherwise, the general provisions, rules of construction, and the definitions of the California General Corporation Law shall govern the construction of these Bylaws. These Bylaws are adopted subject to any applicable law and the Articles of Incorporation. Whenever these Bylaws may conflict with any applicable law or the Articles of Incorporation, such conflict shall be resolved in favor of such law or the Articles of Incorporation.

**Section 8.04 INVALID PROVISIONS.** If any one or more of the provisions of these Bylaws, or the applicability of any provision to a specific situation, shall be held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of these Bylaws and all other applications of any provision shall not be affected thereby.

**Section 8.05 EMERGENCY MANAGEMENT OF THE CORPORATION.** During an emergency, as defined in Section 207 of the California Corporations Code, the board of directors may modify procedures for the management and conduct of the ordinary business affairs of the Corporation, including, but not limited to, calling a meeting of the board of directors, quorum requirements for meetings of the board of directors, and designating additional or substitute directors; provided that any such modifications may not conflict with the Articles of Incorporation.

In anticipation of or during an emergency, the board of directors may take any and all of the following actions to manage and conduct the ordinary business affairs of the Corporation:

(a) Modify lines of succession to accommodate the incapacity of any director, officer, employee, or agent resulting from the emergency.

(b) Relocate the Corporation's principal office, or designate alternative principal offices or regional offices.

(c) Give notice to directors in any practicable matter under the circumstances, including but not limited to publication and radio, when notice of a meeting of the board of directors cannot be given in a manner prescribed by these Bylaws or Section 307 of the California Corporations Code.

(d) Deem that one or more officers present at a meeting of the board of directors is a director, in order of rank and in order of seniority within the same rank, as necessary to achieve a quorum for that meeting.

**Section 8.06 REPORTS.** During any time that the Corporation has fewer than 100 shareholders of record, the Corporation expressly waives the requirement set forth in Section 1501 of the California Corporations Code of sending an annual report to the shareholders; provided, that the board of directors may issue annual or other reports at its discretion. Upon the request of any shareholder made more than 120 days after the close of the Corporation's fiscal year, the Corporation shall, within 30 days, deliver to such shareholder the financial statements required by Section 1501 of the California Corporations Code to be included in an annual report to shareholders.

## **ARTICLE IX- AMENDMENT OF BYLAWS**

**Section 9.01 AMENDMENT BY SHAREHOLDERS.** Unless otherwise provided by the Articles of Incorporation, these Bylaws, or the California Corporations Code, the shareholders may adopt, amend, or repeal bylaws.

**Section 9.02 AMENDMENT BY DIRECTORS.** Subject to the rights of shareholders under, and any limitations imposed by, the California Corporations Code, the board of directors may adopt, amend, or repeal bylaws.



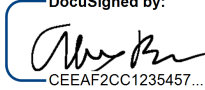


**CERTIFICATE OF SECRETARY  
OF  
STAR TRAIL NATURALS CALIFORNIA, INC.  
a California corporation**

The undersigned, ALEX BOHN, hereby certifies that he is the duly elected and acting Secretary of STNCA, a California corporation (the "**Corporation**"), and that the foregoing Bylaws were adopted as the Bylaws of the Corporation as of January 29, 2021, and that the same do now constitute the Bylaws of the Corporation.

**IN WITNESS WHEREOF**, the undersigned has executed this certificate on behalf of the Corporation as of March 6, 2021

Star Trail Naturals California, Inc.

DocuSigned by:  
  
CEEAF2CC1235457...  
By: \_\_\_\_\_  
Name: Alex Bohn  
Title: Secretary

RLG Draft 3/2/2017

### **Sublease Agreement**

This Sublease Agreement (“**Sublease**”), is made effective as of September 22, 2021 by and between STOMCA LLC, a limited liability company organized and existing under the laws of the State of California (“**Sublandlord**”) and Star Trail Naturals California, a corporation organized and existing under the State of California (“**Subtenant**”) (each individually a “**Party**” and, collectively, the “**Parties**”).

WHEREAS, Sublandlord is the Tenant under that certain lease agreement, titled “Agricultural Lease Agreement” (“**Primary Lease**”) and attached as Exhibit A, executed by Sublandlord and Volker Rosenfelder, an individual (“**Primary Landlord**”), effective as of March 1, 2017; an

WHEREAS, pursuant to the Primary Lease, Sublandlord leased a certain parcel or property (“**Leased Premises**”) more particularly described in the Primary Lease; and

WHEREAS, Sublandlord desires to sublease a portion of the Leased Premises (“**Subleased Premises**”) in accordance with the terms and conditions of this Sublease, and Subtenant desires to possess the same pursuant to this Sublease;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### **1. Demise.**

Sublandlord hereby leases to Subtenant, and Subtenant hereby hires from Sublandlord, the Subleased Premises. The boundaries of the Subleased Premises enclose approximately 14,300 square feet and are described or shown in Exhibit B, attached hereto and incorporated herein. The Parties agree that, notwithstanding any other provisions in this Sublease, the precise boundaries of the Subleased Premises are subject to modification by mutual agreement of the parties. Subtenant agrees not to object to requests by Sublandlord to modify the boundaries of the Subleased Premises, provided that such requests do not impose substantial hardship on Subtenant.

#### **2. Primary Landlord Consent to Sublease.**

- a) This Sublease is expressly conditioned upon Subtenant obtaining the written consent of Primary Landlord and any other third party required under the Primary Lease (collectively, “**Primary Landlord Consent**”).
- b) Sublandlord shall not be required to perform any acts, expend any funds or bring any legal proceedings in order to obtain the Primary Landlord Consent, and Subtenant shall have no right to any claim against Sublandlord in the event the Primary Landlord Consent is not obtained.
- c) If the Primary Landlord Consent is not obtained within thirty (30) of days from the date of this Sublease, either Party may terminate this Sublease upon written notice to the other, whereupon Sublandlord shall promptly refund to Subtenant any funds paid to Sublandlord under this Sublease, and neither Party shall have any further obligation to the other under this Sublease, except to the extent that the provisions of this Sublease expressly survive the termination of this Sublease.
- d) This Section 2 shall survive the expiration or earlier termination of this Sublease.

#### **3. Term.**

- a) The term of this Sublease (“**Sublease Term**”) shall commence on the date which is the later to occur of (i) the complete execution of this Sublease and (ii) the date on which the Primary Landlord Consent (hereinafter defined) is obtained (“**Sublease Commencement Date**”), and shall expire upon the expiration or termination for any reason of the Primary Lease, unless sooner terminated or cancelled in accordance with the terms and conditions of this Sublease. In the event that the Primary Lease is extended beyond its initial Term (as defined in Primary Lease), the Primary Lease shall not be considered terminated or cancelled for purposes of this Sublease, and this Sublease shall likewise be extended, at the mutual option of Subtenant and Sublandlord.
- b) Subtenant shall not be entitled to exercise any options to extend or renew the Term of the Primary Lease. These options, if any, are expressly retained by Sublandlord and may be exercised or waived by Sublandlord in its sole and absolute discretion.
- c) Sublandlord shall not be liable to Subtenant for termination of this Sublease due to termination of the Primary Lease.

## RLG Draft 3/2/2017

- d) Subtenant shall have no right to terminate this Sublease before expiration of the Sublease Term for any reason, including due to legal impossibility of the permitted use described in Paragraph 4, except that Subtenant shall have the limited right to terminate this Sublease as of March 1 of any year during the Sublease Term in the event that it becomes impossible or impracticable for Subtenant to lawfully use the Premises as contemplated under this Sublease.
4. **Permitted Use.** Subtenant shall use and occupy the Subleased Premises solely in accordance with and as permitted under the terms of the Primary Lease as stated with respect to the Sublandlord and as expressly permitted under the Primary Landlord Consent, except that the Subleased Premises may only be used for outdoor farming, planting, growing, and harvesting of cannabis, and that any commercial cannabis activity, including any cannabis cultivation, conducted on the Subleased Premises is conducted for the sole benefit of (a) Subtenant and its members or (b) other parties as may be permissible under California law. Subtenant may not maintain a nursery or conduct cultivation in greenhouses or any other enclosed structure without written permission from the landlord, the granting of which shall be solely within Sublandlord's discretion.
5. **Payment of Base Rent, Plus January Additional Rent, plus Convenience Fee.**
- a) Throughout the Term, Subtenant shall pay to Sublandlord fixed base rent ("**Sublease Base Rent**") in equal monthly installments of \$10,000. Subtenant shall pay to Sublandlord the first monthly installment of Sublease Base Rent at the time of execution of this Sublease and shall pay all other monthly installments of Sublease Base Rent no later than the date Rent is due from the Sublandlord to the Primary Landlord for the same month under the Primary Lease.
- b) The amount of the Sublease Base Rent may not be changed under this Sublease for the initial term.
- c) The monthly installments of Sublease Base Rent payable on account of any partial calendar month during the Sublease Term, if any, shall be prorated.
- d) Subtenant may pay the Sublease Base Rent in cash, provided that (i) no denomination other than \$100 is used, and (ii) Subtenant pays an additional fee ("**Convenience Fee**") equal to five percent (5%) of the cash payment above \$2,000. The Convenience Fee shall be due along with the Sublease Base Rent. All references in this Sublease to Sublease Base Rent shall be interpreted as including the Convenience Fee, if applicable.
- e) Rent payments under this Sublease should be sent to STOMCA, LLC; 131-A Stony Circle #500, Santa Rosa CA 95401, or coordinated to pay in person to an agent of Sublandlord.

6. **Incorporation of Primary Lease by Reference.**

The terms, covenants and conditions of the Primary Lease are incorporated herein by reference, except to the extent they are expressly deleted or modified by the provisions of this Sublease. Every term, covenant and condition of the Primary Lease binding upon or inuring to the benefit of Primary Landlord shall, in respect of this Sublease, be binding upon or inure to the benefit of Sublandlord and every term, covenant and condition of the Primary Lease binding upon or inuring to the benefit of Sublandlord shall, in respect of this Sublease, be binding upon and inure to the benefit of Subtenant. For purposes of discerning the Parties' rights and obligations under this Sublease, whenever the term "Landlord" appears in the Primary Lease, the word "Sublandlord" shall be substituted therefore; whenever the term "Tenant" appears in the Primary Lease, the word "Subtenant" shall be substituted therefore.

Notwithstanding the foregoing the following sections of the Primary Lease shall not apply to this Sublease and are not incorporated herein: Section 1, Section 2.1, Section 2.3(d), Section 2.7, Section 6.4, and Section 9.10.

Except where this Sublease expressly states otherwise, if any of the express provisions of this Sublease conflict with any of the provisions of the Primary Lease, the provisions of the Primary Lease shall govern.

7. **Subordination to Primary Lease.**

This Sublease is subject and subordinate to the Primary Lease.

8. **Representations of Sublandlord.**

Sublandlord represents and warrants the following is true and correct as of the date hereof:

- a) Sublandlord is the Tenant under the Primary Lease and has the capacity to enter into this Sublease with Subtenant,

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subject to Primary Landlord's consent.

- b) The Primary Lease attached hereto as Exhibit A is a true, correct and complete copy of the Primary Lease, is in full force and effect, and has not been further modified, amended or supplemented except as expressly set forth herein.
- c) Sublandlord has not received any notice, and has no actual knowledge, of any default by Sublandlord under the Primary Lease.

**9. As-Is Condition.**

Subtenant accepts the Subleased Premises in its current, "as-is" condition. Sublandlord shall have no obligation under this Sublease to furnish or supply any work, services, furniture, fixtures, equipment or decorations, except Sublandlord shall deliver the Subleased Premises in good order, repair, and in a safe, clean condition. On or before the expiration or earlier termination of this Sublease, Subtenant shall restore the Subleased Premises to the condition existing as of the Sublease Commencement Date, ordinary wear and tear excepted. The obligations of Subtenant hereunder shall survive the expiration or earlier termination of this Sublease.

**10. Improvements and Modifications.**

Subtenant may, with Sublandlord's written approval and subject to the other terms and conditions of this Sublease (including those terms and conditions of the Primary Lease incorporated herein), (a) make reasonable modifications or improvements to the Subleased Premises required by the State of California or any local government entity for purposes of obtaining state or local permits or licenses, or otherwise required by the State of California or any local government entity for purposes of complying with laws concerning cultivation of cannabis, and (b) construct or otherwise make improvements or modifications and alter, reconstruct, or add to the existing improvements reasonably necessary for carrying out the uses of the Subleased Premises allowed under this Sublease. To the extent improvements and modifications made to the Subleased Premises under this paragraph are affixed to the Subleased Premises, such improvements and modifications may not be removed or modified in any way by Subtenant upon termination or expiration of this Sublease. Improvements and modifications made under this paragraph shall be solely at Subtenant's expense, and Subtenant shall be entitled to no compensation for such improvements and modifications.

**11. Performance by Sublandlord.**

Notwithstanding any other provision of this Sublease, Sublandlord shall have no obligation (a) to furnish or provide, or cause to be furnished or provided, any repairs, restoration, alterations or other work, or electricity, water, or other utilities or services, or (b) to comply with or perform or, except as expressly provided in this Sublease, to cause the compliance with or performance of, any of the terms and conditions required to be performed by Primary Landlord pursuant to the terms of the Primary Lease. Subtenant hereby agrees that Primary Landlord is solely responsible for the performance of the foregoing obligations, to the extent they exist under the Primary Lease. Notwithstanding the foregoing, upon the written request of Subtenant, Sublandlord shall make a written demand upon Primary Landlord to perform its obligations under the Primary Lease with respect to the Subleased Premises if Primary Landlord fails to perform same within the time frame and in the manner required pursuant to the Primary Lease; provided, however, Subtenant shall not be required to bring any action against the Primary Landlord to enforce its obligations. In the event Sublandlord makes written demand upon Primary Landlord or brings an action against Primary Landlord to enforce Primary Landlord's obligations under the Primary Lease with respect to the Subleased Premises, all costs and expenses (including without limitation reasonable attorneys' fees and expenses) so incurred by Sublandlord in connection therewith shall be deemed "**Additional Rent**" and shall be due and payable by Subtenant to Sublandlord within thirty (30) days after notice from Sublandlord.

**12. No Privity of Estate; No Privity of Contract.**

Nothing in this Sublease shall be construed to create privity of estate or privity of contract between Subtenant and Primary Landlord.

**13. No Breach of Primary Lease.**

Subtenant shall not do or permit to be done any act or thing, or omit to do anything, which may constitute a breach or violation of any term, covenant or condition of the Primary Lease, notwithstanding whether such act, thing or omission is permitted under the terms of this Sublease.

**14. Subtenant Defaults.**

If Subtenant fails to cure a default under this Sublease within any applicable grace or cure period contained in the Primary Lease (as such applicable grace or cure period is modified by this Sublease), Sublandlord, after fourteen (14) days' notice to Subtenant, shall have the right, but not the obligation, to seek to remedy any such default on the behalf of, and at the

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expense of, Subtenant, provided, however, that Sublandlord may remedy any such default without being required first to give notice to Subtenant in the case of: (i) a life-, safety-, or property-related emergency, or (ii) a default that must be cured within a time frame set forth in the Primary Lease and that does not allow sufficient time for prior notice to be given to Subtenant. Any reasonable cost and expense (including, without limitation, reasonable attorneys' fees and expenses) so incurred by Sublandlord shall be deemed Additional Rent and shall be due and payable by Subtenant to Sublandlord within thirty (30) days after notice from Sublandlord.

If Subtenant fails to pay any installment of Rent or Additional Rent within five (5) days after the due date of such payment, Subtenant shall pay to Sublandlord, as Additional Rent, a "late charge" of \$200 per day for the purposes of defraying the expense of handling such delinquent payment.

**15. Consents.**

Whenever the consent or approval of Primary Landlord is required pursuant to the terms of the Primary Lease, Subtenant shall also be obligated to obtain the written consent or approval of Primary Landlord. Sublandlord shall, if requested by Subtenant, promptly make such consent request on behalf of Subtenant, and Subtenant shall promptly provide any information or documentation that Primary Landlord may request. Subtenant shall reimburse Sublandlord, not later than thirty (30) days after written demand by Sublandlord, for any fees and disbursements of attorneys, architects, engineers or others charged by Primary Landlord in connection with any consent or approval. Sublandlord shall have no liability of any kind to Subtenant for Primary Landlord's failure to give its consent or approval.

**16. Assignment or Subletting.**

Subtenant shall not sublet all or any portion of the Subleased Premises or assign, encumber, mortgage, pledge or otherwise transfer this Sublease (by operation of law or otherwise) or any interest therein, without the prior written consent of: (a) Sublandlord, which consent may be withheld in its sole and absolute discretion, and (b) Primary Landlord. Sublandlord has absolute discretion over whether to consent to any proposed sublease, assignment, transfer, or other encumbrance requested by Subtenant.

**17. Indemnity.**

In addition to the indemnity obligations, if any, under the Primary Lease assumed by Subtenant under the terms of this Sublease, Subtenant shall indemnify and hold harmless Sublandlord from any claims, liabilities and damages that Sublandlord may sustain as a result of a breach by Subtenant of this Sublease.

**18. Release.**

Subtenant hereby releases Sublandlord or anyone claiming through or under Sublandlord by way of subrogation or otherwise. Subtenant hereby releases Primary Landlord or anyone claiming through or under Primary Landlord by way of subrogation or otherwise to the extent that Sublandlord releases Primary Landlord pursuant to the terms of the Primary Lease. Subtenant shall cause its insurance carriers to include any clauses or endorsements in favor of Sublandlord, Primary Landlord and any additional parties, which Sublandlord is required to provide pursuant to the provisions of the Primary Lease.

**19. Notices.**

All notices and other communications required or permitted under this Sublease shall be given in the same manner as in the Primary Lease. Notices shall be addressed to the addresses set forth below:

<b>To Subtenant:</b>	<b>To Sublandlord:</b>	<b>To Primary Landlord:</b>
Star Trail Naturals California	STOMCA LLC	Volker Rosenfelder
131-A Stony Circle	131-A Stony Circle	1400 Freestone Valley Ford Rd.
Santa Rosa, CA 95401	Santa Rosa, CA 95401	Bodega, CA 94922

**21. Entire Agreement.**

This Sublease contains the entire agreement between the parties with respect to the subject matter contained herein and all prior negotiations and agreements are merged herein. In the event any provisions of this Sublease are held to be invalid or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this Sublease shall remain unaffected.

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**22. Amendments and Modifications.**

This Sublease may not be modified or amended in any manner other than by a written agreement signed by the Party to be charged, or as otherwise provided herein.

**23. Successors and Assigns.**

The covenants and agreements contained in this Sublease shall bind and inure to the benefit of Sublandlord and Subtenant and their respective permitted successors and assigns.

**24. Counterparts.**

This Sublease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Sublease delivered by either facsimile or e-mail shall be deemed to have the same legal effect as delivery of an original signed copy of this Sublease.

**25. Defined Terms.**

All capitalized terms not otherwise defined in this Sublease shall have the definitions contained in the Primary Lease.

**26. Choice of Law.**

This Sublease shall be governed by, and construed in accordance with, the laws of the State of California, without regard to conflict of law rules.

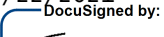
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IN WITNESS WHEREOF, the parties hereto have executed this Sublease as of the date first above written.

SUBTENANT

**Star Trail Naturals California**

9/22/2021

Date:  DocuSigned by:

Signature:  CEEAF2CC1235457...

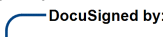
Name: Alex Bohn

Title: President

SUBLANDLORD

**STOMCA LLC**

9/22/2021

Date:  DocuSigned by:

Signature:  CEEAF2CC1235457...

Name: Alex Bohn

Title: President

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**EXHIBIT A**  
**PRIMARY LEASE**  
**(“Agricultural Lease Agreement”)**



# **AGRICULTURAL LEASE AGREEMENT**

This Agricultural Lease Agreement (“**Lease Agreement**”) is made effective as of March 1, 2017 (“**Effective Date**”), by and between Volker Rosenfelder (“**Landlord**”), an individual, and STOMCA LLC (“**Tenant**”), a limited liability company organized and existing under the laws of the State of California (individually each a “**Party**” and, collectively, the “**Parties**”).

## **Background**

Landlord is owner of the real property parcel located at 1400 Freestone Valley Ford Road, Valley Ford, CA, 94972 (APN 026-080-008-000), including all improvements owned by landlord thereon, together with all rights, privileges and easements appurtenant thereto (the “**Property**”). Landlord and Tenant desire that Tenant lease a portion of the Property (the “**Premises**”) for agricultural use under the terms of this Agreement. The boundaries of the Premises are as shown in Exhibit A, attached hereto and incorporated herein.

## **Landlord and Tenant agree as follows:**

### **1. Lease, Term and Rent**

1.1 **Lease.** Landlord leases the Premises to Tenant for the uses set forth in Section 2.1.

1.2 **Term.** This Lease Agreement shall commence as of the Effective Date and shall continue for a period of five years (“**Term**”).

1.3 **Renewal Term.** Tenant shall be entitled to extend the Term for up to seven (7) additional one year periods (“**Renewal Terms**”). Unless Tenant provides written notice no less than sixty (60) days before the expiration of the Term or a Renewal Term of Tenant’s intent not to renew this Lease Agreement, upon conclusion of the Term or Renewal Term this Lease Agreement shall automatically be extended for an additional Renewal Term.

1.4 **Security Deposit.**  
(REDACTED FOR CONFIDENTIALITY)

1.5 **Rent.**  
(REDACTED FOR CONFIDENTIALITY)

## 2. Use and Operations.

- 2.1 **Tenant Uses.** The leased Premises shall be used for the purposes of farming, planting, growing, and harvesting of cannabis, including but not limited to cannabis cultivation in greenhouses, hoop houses, or other enclosed areas; indoor and outdoor cannabis cultivation; maintaining a nursery; and all other activities and conduct incidental or necessary thereto, including any and all commercial cannabis activity that Tenant may be permitted to conduct under state and local laws and regulations.
- 2.2 **Landlord Uses of Property.** During the Term and any Renewal Terms, Landlord shall not conduct or permit any others to conduct on the Property any commercial cannabis activities, including, but not limited to, any of the uses identified in Section 2.1. The failure by Landlord to comply with this restriction shall be a material breach of this Lease Agreement.
- 2.3 **Compliance with Law.** Tenant shall comply with all laws, rules, orders, ordinances, directions, regulations, and requirements of any state, county, and municipal authorities now in force or which may hereafter be in force, that impose any duty upon Landlord or Tenant with respect to the use, occupation, or alteration of the Premises. Landlord shall be entitled to inspect the Premises as provided in Section 5.3 for purposes of verifying compliance.
- (a) **California Law.** Landlord acknowledges that Tenant (or a subtenant in possession of the Premises under a sublease entered into pursuant to Section 4 of this Lease Agreement) may use, and hereby expressly permits the Tenant to use, the Premises to conduct commercial cannabis activity, provided that the activity complies with all applicable California law applicable to cannabis-related activities, including the California Compassionate Use Act of 1996 (California Health & Safety Code Section 11362.5) (“CUA”), the Medical Marijuana Program Act (California Health & Safety Code Sections 11362.7 et seq.) (“MMPA”), the Medical Marijuana Regulation and Safety Act (Cal. Bus.

& Prof. Code. § 19300 *et seq.*) (“MCRSA”), the Adult Use of Marijuana Act (“AUMA”), and the California Attorney General’s Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use (August 2008) (“AG Guidelines”).

- (b) **Local Law.** Tenant’s use of the Premises must also comply with all applicable local and county ordinances and regulations, including, but not limited to, those concerning zoning designations, water usage, environmental impact, and all permit requirements relating to or affecting Tenant’s use of the Premises.
- (c) **Approval Process.** In the event any permit, application, license or other approval (“**Approval Process**”) is available and required by any applicable federal government or any state, city, county, other applicable municipality or authority, either as of the Effective Date or after, with respect to Tenant’s use of the Premises, Tenant shall promptly comply with any such Approval Process, and Landlord shall cooperate with Tenant in its efforts to do so, including, without limitation, by supplying required information and documentation. Tenant’s failure to comply with, or take all reasonably necessary steps towards compliance with, any such Approval Process within sixty (60) days (or such sooner time as may be required by any such Approval Process) shall be a default hereunder. Tenant shall provide notice to Landlord of any Approval Process of which it becomes aware and shall provide Landlord notice of all communications regarding such Approval Process.
- (d) **Legal Impossibility.** In the event it becomes impossible or impracticable for Tenant to lawfully use the Premises as contemplated under this Lease Agreement, including, but not limited to, because Tenant is unable to obtain any mandatory local permit or state license, Tenant shall have the option to terminate this lease and, upon vacating the Premises, shall be liable for no further Rent.

2.4 **Premises Condition.** Tenant will maintain the Premises and its improvements during the Term and, if applicable, any Renewal Periods in as good condition as it was at the commencement of the Term, normal wear and depreciation excepted.

2.5 **Maintenance.** Tenant will maintain the Premises in a good and organized condition, including, without limitation, free of trash, debris, and unused equipment. Tenant may, at its option, remove dead, dying, or dangerous trees on the Premises.

2.6 **Soil Conservation.** Tenant will take measures to control soil erosion on the Premises, keep in good repair all open ditches, inlets and outlets of tile drains; preserve all established watercourses or ditches; and refrain from any operation or practice that will injure such structures.

**2.7 Improvements and Modifications.** Tenant may, at Tenant's expense and without Landlord's approval, provided that Tenant causes no environmental harm to the Premises or negatively effects the value of the Premises, (a) make reasonable modifications to the Premises necessary to enable water storage and water usage consistent with the uses of the Premises permitted under this Lease Agreement, (b) make modifications or improvements to the Premises required by the State of California or any local government entity for purposes of obtaining state or local permits or licenses, or otherwise required by the State of California or any local government entity for purposes of complying with laws concerning cultivation of cannabis, and (c) construct or otherwise make improvements or modifications and alter, reconstruct, or add to the existing improvements reasonably necessary for carrying out the uses of the Premises allowed under this Lease Agreement, including the construction of structures for overnight lodging of Tenant staff responsible for carrying out Tenant's operations on the Premises. Tenant shall also perform tree maintenance as necessary due to weather events and for shading purposes, as reasonably instructed by Landlord. All personal property associated with improvements to the Premises made at Tenant's expense shall belong to Tenant. Property and materials associated with improvements to the Premises made at Tenant's expense and affixed to the Premises shall not be removed by Tenant except where required due to enforcement of a lien attached to the property or materials.

**2.8 Storage.** Tenant may store farming equipment and other personal property used for normal farming operations on the Premises. Tenant is responsible for the security of equipment, supplies or any other personal property stored on the Premises. Landlord will not be liable for any claims arising from theft, loss, or damage of personal property left or stored on the Premises.

**2.9 Management Responsibility.** Tenant is responsible for the planning, management, and carrying out of Tenant's operations on the Premises. Landlord acknowledges and agrees that such planning, management, and carrying out of operations may require Tenant to maintain staff presence on the Premises at all times, and Landlord consents to such presence. Tenant will pay all expenses associated with its operations, including procuring necessary tools and equipment, seeds, and fertilizers, and for hiring, monitoring, and paying for any labor Tenant uses for planting, harvesting, irrigation, and cultivation. Tenant agrees to supervise all employees and agents while on the Premises.

### **3. Water Uses and Utilities.**

**3.1 Water Supply.** Landlord agrees that Tenant may collect and use water to the full extent of applicable water rights and as reasonably required by the uses of the Premises pursuant to this Lease Agreement. Landlord further agrees that Tenant may take all reasonable steps, including without limitation modification of facilities on the Premises, necessary to comply with requests from any government agency concerning usage and storage of water on the Premises.

**3.2 Irrigation System.** Tenant is responsible for building and maintaining all infrastructure necessary to transport water as necessary throughout the Premises, including, without limitation, piping, drip tape, sprinklers, and valves. Tenant is responsible for maintaining Tenant's irrigation infrastructure.

**3.3 Use and Runoff.** Tenant will use water responsibly and sustainably, including taking actions necessary to prevent erosion on the Premises and to control the flow of excess irrigation water and runoff.

**3.4 Utilities.** Landlord shall cause all necessary utilities to be delivered to or made available to the Premises and the Tenant.

4. **Sub-Letting.** Upon obtaining Landlord's written permission, which Landlord shall not unreasonably withhold, Tenant shall be permitted to enter into sublease agreements granting occupancy to all or a portion of the Premises. Landlord hereby consents to Tenant subleasing a portion or all of the Premises to Star Trail Naturals, a California mutual benefit corporation, for use of the Premises under terms substantially identical to the terms of this Lease Agreement. Landlord shall provide written consent to a sublease consistent with this paragraph. This Lease Agreement shall be null and void in the event that the Landlord, for any reason, refuses or fails to provide written consent to the sublease to Star Trail Naturals or unreasonably refuses to provide written consent to any other sublease consistent with this paragraph.

## 5. Other Property Matters

**5.1 Encumbrances.** The Premises is improved real property in Sonoma County and is subject to all easements, rights of way, restrictions and encumbrances presently affecting the property.

**5.2 Property Taxes.** The Landlord agrees to pay all real property taxes and assessments associated with the Premises, except that Tenant shall pay Landlord an amount equal to any increase in property taxes owed by Landlord for any year compared to the previous year to the extent such increase is attributable to Tenant's improvements or modifications to the Premises.

**5.3 Access by Landlord.** With twenty-four (24) hour notice, Landlord shall have the right to enter the Premises for the purpose of inspecting the condition of the Premises and making repairs, and for taking any action Landlord believes is appropriate to confirm Tenant's compliance with this Lease Agreement or to protect Landlord's interest in the Premises. Landlord shall not show the Premises to prospective tenants, prospective purchases, inspectors, fire marshals, lenders, appraisers, or insurance agents without the express prior consent of the Tenant, which shall not be unreasonably withheld.

## 6. Lease Expiration and Termination

**6.1 Surrender of Premises.** Upon the expiration of the Term or Renewal Term, Tenant shall surrender the Premises in as good a state and condition as it was at the commencement of this Lease Agreement, reasonable wear and tear and damages by the elements excepted.

**6.2 Termination by Landlord.** The Landlord may terminate this Lease Agreement in writing in the event that Tenant violates material provisions or conditions of this lease. However, Landlord shall not terminate this Lease Agreement without first providing Tenant a 30-day notice citing the cause of termination and allowing an opportunity to correct the default.

**6.3 Termination by Tenant.** Tenant may terminate this Lease Agreement upon (a) failure of the water supply, whether in terms of quantity, reliability or quality; (b) occurrence of fire, flood, or other similar physical event that materially interferes with Tenant's ability to use the Premises, or (c) a material breach of this agreement by Landlord. Such a termination will be effective fifteen (15) days after delivery by Tenant to Landlord of a notice of termination.

**6.4 Termination Due to Foreclosure.** In the event that Tenant's leasehold interest in the Premises is extinguished due to a lender foreclosure on the Property, regardless of the basis for the foreclosure, Tenant shall be entitled to damages to Tenant's leasehold interest in the amount of either (a) the total Rent paid under the Term, if such foreclosure occurs during the Term, or (b) the total Rent paid during the twelve months preceding such foreclosure, if such foreclosure occurs during any Renewal Term ("**Foreclosure Damages Amount**"), and Landlord grants Tenant an interest equal to the Foreclosure Damages Amount in the foreclosure proceeds, such interest being superior to Landlord's interest.

**7. Limitation of Tenant Liability.** Landlord agrees not to hold Tenant liable for losses incurred by Landlord, including losses due to claims against Landlord by third parties related to Tenant's presence on the Premises, not caused by a breach of this Lease Agreement or Tenant's negligence or willful acts or omissions.

## 8. Indemnification and Release

**8.1 Indemnification by Tenant.** Tenant hereby agrees to indemnify, defend, and hold Landlord harmless from and against all losses, liabilities, obligations, costs, expenses, and damages resulting from any claim, demand, or cause of action of whatever kind or character arising out of, connected with, or otherwise related to the use or occupancy of the Premises by Tenant, its agents, its employees, or its invitees.

**8.2 Indemnification by Landlord.** Landlord hereby agrees to indemnify, defend, and hold Tenant harmless from and against all losses, liabilities, obligations, costs, expenses, and

damages resulting from any claim, demand, or cause of action of whatever kind or character arising out of, connected with, or otherwise related to the use or occupancy of the Property by Landlord, its agents, its employees, or its invitees.

## **9. General Provisions**

**9.1 Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of California (excluding conflicts of law principals). Landlord and Tenant consent to the exclusive jurisdiction of the state and federal courts for Sonoma County, California.

**9.2 Cooperation with Applications for Permits, Licenses, or other Entitlements.** In the event that any use of the Premises contemplated under this Lease Agreement requires, either as of the effective date or at any time during the Term or Renewal Term, Tenant to apply for and obtain a permit, license, or other entitlement under California or local law, regulation, or ordinance, Landlord shall cooperate with Tenant in its efforts to submit required applications, including, without limitation, by supplying required information and documentation.

**9.3 Warranties and Representations Regarding Condition of Premises.** Landlord represents that it is aware of no conditions on the Premises that violate state or local laws, regulations, codes, or other legal requirements. Landlord warrants that the Premises is free of defects that would prevent or unreasonably interfere with Tenant's use of the Premises. In the event that any condition that existed of the Effective Date renders Tenant's contemplated use of the Premises unlawful or impracticable, Landlord shall be responsible for remedying the condition, and Tenant shall have the right to terminate this Lease Agreement if Landlord fails to remedy all such conditions within thirty (30) days.

**9.4 Dispute Resolution.** Should any dispute, controversy or claim arising out of or relating to this Lease Agreement arise, or the breach thereof, the parties shall first select a mutually agreed-upon mediator and attempt to resolve the matter without legal process.

**9.5 Attorneys' Fees.** In the event that either the Landlord or the Tenant shall institute any action or proceeding against the other relating to the provisions of this Lease, or any default hereunder, the Party that does not prevail with respect to a cause of action shall reimburse the successful party for the reasonable expenses of attorneys' fees incurred by the successful party in connection with that cause of action. The success of either party in obtaining monetary or other relief shall not be determinative of which Party is the prevailing party with respect to a cause of action for purposes of awarding attorneys' fees. The tribunal having jurisdiction over the action or proceeding shall determine which party, in consideration of all the circumstances and equities, shall be considered the prevailing party for purposes of this paragraph.

9.6 **Binding Effect.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the Parties hereto.

9.7 **No Effect Given to Section Headings.** The paragraph headings and titles appearing in this Lease Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such paragraphs or in any way affect this Lease Agreement.

9.8 **Severability.** If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Lease.

9.9 **Integration and Modification.** The Parties hereby agree that this document contains the entire agreement between the Parties. This Lease Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the Parties hereto. The requirement of a written amendment signed by all parties shall not apply to Exhibit A, which the Parties may agree to amend by including a verbal description of the boundaries of the Premises.

9.10 **Recordation.** Tenant shall have the right to record a memorandum of lease (“**Memorandum**”) with the Sonoma County Recorder’s Office. The Memorandum shall include the Effective Date, the names and addresses of the Parties, a description of the Premises, legal description of the real property, the Term and Renewal Terms provisions, addresses for notices, Section 6.4, and a reference to this full, unrecorded Lease Agreement.

9.11 **Notice.** Any notice required or permitted under this Lease or under state law shall be delivered to the following addresses, as applicable:

Notice to Tenant:

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email address:

\_\_\_\_\_

Notice to Landlord:

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email address:

\_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the date

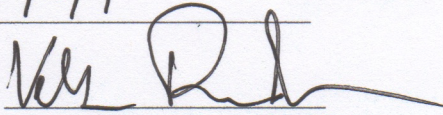


first above written.

LANDLORD

Volker Rosenfelder

Date: 3-1-17

Signature: 

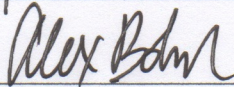
Name: Volker Rosenfelder

Title: Owner

TENANT

STOMCA, LLC

Date: 3/1/17

Signature: 

Name: Alexander Bohn

Title: President



## EXHIBIT A

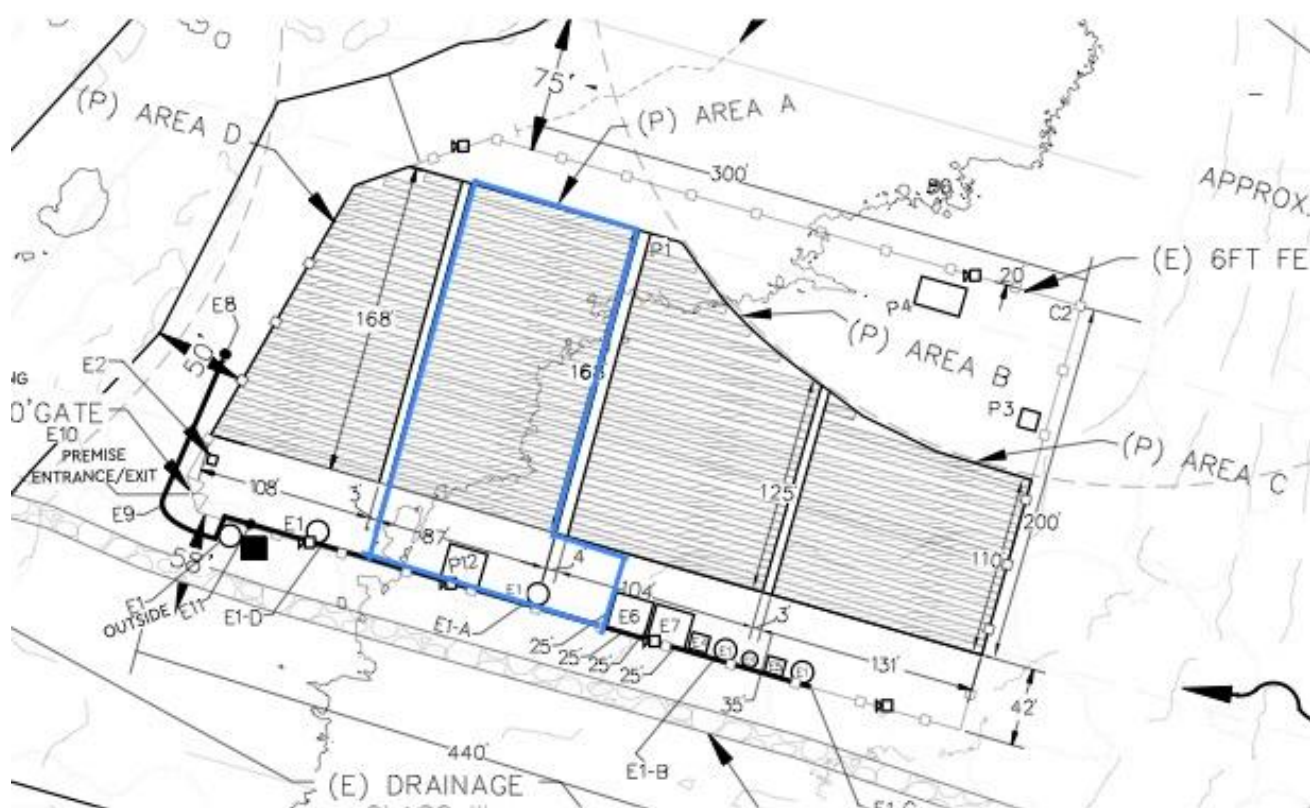




RLG Draft 3/2/2017

**EXHIBIT B**

**SUBLEASED PREMISES**



Statement of Operator Qualifications  
Star Trail Naturals California  
11.15.23

- a. Operator is Alexander Bohn, and operator has NO felony convictions.
- b. Star Trail Naturals does not have any employees. On occasion it utilizes some contractors through licensed and insured firms, all of which are over 21 years of age.
- c. Operator is not operating or in application for any other cannabis permits.

Proposal Statement  
VG Freestone LLC

- a. Description of the Existing Use and Property
  - i. There is a gravel road easement at the west side main entrance to the property that is a shared driveway that goes up the hill to the residence on the parcel as well as two neighboring parcels.
  - ii. There is a legal residence on site at the top of the hill, outside of the cultivation premises. As an agricultural use, there is existing grazing use on most of the rest of the parcel, primarily sheep. The cultivation premises is currently being used for permitted and licensed cannabis cultivation, which has been operating since 2017. Once approved, this CUP will replace the existing zoning permits for outdoor cultivation on the same area, as requested by the county per the recent moratorium on multi-tenant operations with Zoning Permits.
  - iii. YES the project is subject to a Land Conservation (Williamson) Act.  
\*\*\*Attach copy of contract\*\*\*
  - iv. The highest natural slope of cannabis cultivation is 2%
- b. Description of the Proposed Cannabis Use and Operational Plan
  - i. The cannabis use will be for outdoor cultivation, up to 1 acre (43,560 square feet) of canopy, plus up to 4,350 square feet of propagation space. The cultivation location will be in the flat fenced cultivation area in the valley east of the creek within the fenced area and outside of the setbacks. The same cultivation area that has been approved and cultivated on for several years under the approved existing zoning permits.
  - ii. No new structures are proposed, nor does anything need to be legalized.
  - iii. Cannabis will not be processed onsite, ie drying/curing/trimming of dry flower. The cannabis will be harvested and frozen fresh.
- c. Description of how the project will meet the Cannabis Land Use Ordinance Development Criteria (26-88-254(f)).
  - i. There are no structural facilities that will be used.
  - ii. The cultivation area will be at most 43,560 square feet of cultivation canopy, plus up to 4,350 square feet of propagation space / immature plant area.
  - iii. The cultivation area is set back over 100' from every property line, over 100' back from the Ebiabas Creek, and over 300' from the closest corner of the neighboring residential structure. This has all been verified by Sonoma County for years under the existing Zoning Permits.
  - iv. There are no "sensitive uses" near the cultivation site, such as churches, parks, schools, daycares, etc. It is a rural area neighbored by large rural ag parcels.
  - v. No existing structures will be used for the cannabis operations.
  - vi. Biotic Assessment Attached, has already been verified and approved by Sonoma County as well as the Department of Cannabis Control.



- vii. Farmland Protection: No crops will be removed. Cannabis cultivation of a comparable size on the footprint under the zoning permits will be replaced by cannabis cultivation under the conditional use permit.
  - viii. Fire Safety Plan is attached for reference.
  - ix. Grading and Access: The slope of the cultivation site ranges between 0 and 2%, it is a flat site. Access to the site from Freestone Valley Ford Road is through the driveway to 1400, and through the gate and door on the left side at the southwest corner of the fenced area.
  - x. Hazardous Materials:
    - 1. Nutrients: Crab meal, feather meal, gypsum, fish hydrosolate, Nature's Pride granular, Botanicare Pure Blend Pro, CalMag
    - 2. Medium: The cultivation will occur in raised beds full of soil that has been grown in for the past several grow seasons.
    - 3. Pest control methods: Beneficial Insects, Mineral Oils and Teas, No chemical pesticides.
  - xi. Motion sensor lighting on outside and inside of fenced area at entrance and perimeter \*\*\*Mark lighting on the map\*\*\*
  - xii. Stormwater Management Plan \*\*\*Attached\*\*\*
  - xiii. Security and Fencing Plan \*\*\*Attached\*\*\*
- d. Description of how the project will meet the Cannabis Land Use Ordinance Operating Standards (26-88-254(g)). Please provide copies of any studies or documentation in the following areas:
- i. Odor Control Plan: The cannabis will be cultivated as it has for several years without problems with odor, grown in an agricultural zone with adequate setbacks from neighboring parcels and residences.
  - ii. The energy source is PGE electricity / Sonoma Clean Power, and the operation uses minimal power compared to it's output, primarily for operating pumps, charging tools and phones, internet and cameras, and freezers for the fresh frozen.
  - iii. The hours of operation are typically 7am to 8pm during the grow season, with extended hours of operation during the harvest season of September-October depending on weather, fires, power, etc. During the harvest and especially emergency situations we need to be able to adapt and work when we need to work in order to ensure that the medicine is harvested and preserved in a safe and healthy state for the patients who depend on it.
  - iv. Outdoor activity areas will be conducted within the fenced area. \*\*What are outdoor activity areas?\*\*
  - v. Waste Management Plan \*\*Attached\*\*
  - vi. Water Supply and Management Plan \*\*Attached, there is a supplemental application\*\*
  - vii. Wastewater Management Plan \*\*Attached\*\*

Permit Sonoma  
Attn: Planning Dept.  
2550 Ventura Avenue  
Santa Rosa, CA 95403  
(707) 565-1900  
August 29, 2023

Job # 23028 Volker\_Freestone Vly Ford

### Proposal Statement for Williamson Act Conformance

**Address: 1400 Freestone Valley Ford Road, Bodega CA**

**APN: 026-080-008**

**Williamson Act Contract Number: 1994 0025933**

To whom it may concern:

1400 Freestone Valley Ford Road is a 12.2-acre Rural Residential property located in Sonoma County and currently under the Williamson Act. The property currently consists of 0.112 acres of residential structures including a single-family dwelling, garage, and multiple agricultural and storage sheds. The parcel will also be applying for a Use Permit for a 1.667-acre cannabis farm under a future separate permit.

It has been brought to the attention of the property owner that the Williamson Act no longer allows for grazing land to count toward this property's compliance with the Williamson Act Contract. As a result, the property owner is proposing a planting plan to conform with the 50% prime agricultural planting requirements of the Williamson Act Contract. The client intends to plant 5.62 acres of mixed berries and 0.48 acres of mixed orchard, for a total of 6.1 acres of prime agricultural crops, including the following:

MIXED ORCHARD (0.48 acres)	
Type of Fruit or Nut	Quantity
Apple	4
Quince	1
Persimmon	3
Plum	14
Mulberry	1
Almond	3
Blackberry Vine, thorned	3
Blackberry Vine, thornless	1
Elderberry Bush	1
Grape Vine	2
Strawberry Bush (not traditional strawberries)	3

MIXED BERRIES (5.62 acres)	
Type of Fruit or Nut	Quantity
Boysenberry	20
Legacy-Delicious Blueberry	30
Biloxi-Southern Blueberry	30
Biloxi Large Blueberry	20
Sweet Blackberry	20
Nantahala Red Primocane	20
Anne Yellow Primocane	20
Gooseberry Giggles Gold	20
Pixwell Gooseberry	20

This 6.1 acres of prime agricultural crops will satisfy the Williamson Act Contract for this property and the requirement of 50% of the property being dedicated to prime agricultural crops.



The attached Land Conservation Plan shows the subject parcel and the areas which will be dedicated to prime agricultural crops.

The attached Agricultural Preserve Application Income Statement and associated calculations show that this planting plan will meet the annual income requirements of \$1,000/acre for berries and \$200/acre for orchards, for a total annual income generation requirement of \$5,620 from berries and \$96 from the orchard.

The property owner intends to go through the non-renewal process of the Williamson Act contract, initiated by County, which included their current compliance and a planned phase out through the remainder of the contract which is set to end on December 31, 2032.

We trust that this letter and the enclosed plan, documents, and forms will satisfy the requirements of the Williamson Act Contract and allow for a future Use Permit submittal to facilitate the proposed cannabis farm under a separate permit.

Thank you and please feel free to contact me with any questions or additional requirements.

Warm regards,

Robert Osborn, P.E.  
Principal, NorCal Civil Engineering Inc.  
(707)-387-0263  
Robert@NorCalCivil.com

Enclosures:

Land Conservation Plan (8.5" x 11")

PJR-065 Agricultural Preserve Application Income Statement and additional calculations sheet

PJR-098 Land Conservation Plan

Permit Sonoma  
Attn: Planning Dept.  
2550 Ventura Avenue  
Santa Rosa, CA 95403  
(707) 565-1900  
August 29, 2023

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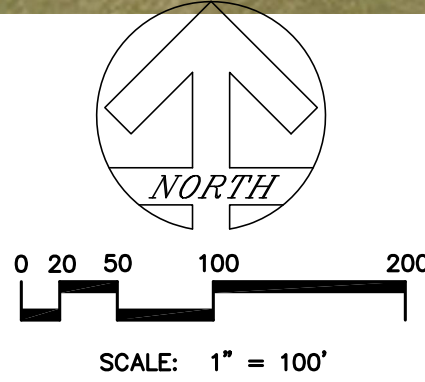
Enclosures:

Land Conservation Plan (8.5" x 11")

PJR-065 Agricultural Preserve Application Income Statement and additional calculations sheet

PJR-098 Land Conservation Plan





OVERALL PARCEL VIEW WITH ARERIAL

LEGEND	
	APPROXIMATE PROPERTY LINE
	APPROXIMATE R.O.W. EASEMENT
	EDGE OF PAVEMENT
	EDGE OF GRAVEL DRIVEWAY
	DRAINAGE COURSE FLOWLINE
	OVERHEAD WIRE
	TOP OF BANK
	TREE DRIP LINE

- NOTES**
- NORCAL CIVIL ENGINEERING, INC IS NOT RESPONSIBLE OR LIABLE FOR CHANGES MADE BY THE CLIENT, HIS/HER CONTRACTORS OR SUBCONTRACTORS TO ANY PLAN, SPECIFICATION OR OTHER CONSTRUCTION DOCUMENT PREPARED BY NORCAL CIVIL ENGINEERING, INC WITHOUT OBTAINING THE ENGINEERS' PRIOR WRITTEN CONSENT.
  - THIS MAP DOES NOT CONSTITUTE A BOUNDARY SURVEY. PROPERTY LINES SHOWN ARE DERIVED FROM RECORD DATA AND HAVE NOT BEEN VERIFIED.

NORCAL

CIVIL ENGINEERING, INC.

BEN@NORCALCIVIL.COM  
PHONE:707-318-7099

PO BOX 12155  
SANTA ROSA CA 95406

REVISION	DESCRIPTION	DATE

Prepared for:

VOLKER ROSENFELDER  
1400 VALLEY FORD FREESTONE RD  
volkerro@gmail.com

Prepared on:

December 19, 2023

OVERALL SITE PLAN

WILLIAMSON ACT PLANTING AREA - AERIAL VIEW

1400 VALLEY FORD FREESTONE RD  
APN: 026-080-008

JOB # 23028

SHEET  
C2  
OF 4 SHEETS

GRD <XX-XXXX>





**LANDOWNERS STATEMENT OF COMPLIANCE  
WITH THE WILLIAMSON ACT**

**PJR-049**

Permit Sonoma cannot take action on any application for a new structure or use on a parcel restricted by a Williamson Act Contract until sufficient evidence is presented to the County that the proposed new use or structure is consistent with the Williamson Act Contract. This questionnaire provides information that enables the County to make findings of compliance with the Contract.

Property Owner's Name \_\_\_\_\_ File Number \_\_\_\_\_

Site Address \_\_\_\_\_ City/Town/Zip \_\_\_\_\_

Mailing Address \_\_\_\_\_ City/Town/Zip \_\_\_\_\_

Email Address \_\_\_\_\_ Phone \_\_\_\_\_

Assessor's Parcel Number(s) \_\_\_\_\_ Williamson Act Contract Number \_\_\_\_\_

1. Description of proposed project \_\_\_\_\_

---

---

2. Describe the size of each parcel under the contract and explain how the property is currently being used \_\_\_\_\_

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3. Describe all existing buildings on the property, including their size, location and use. Please show them on a site plan. \_\_\_\_\_

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4. Will the proposed structure or use remove any land area from agricultural production? Yes \_\_\_\_\_ No \_\_\_\_\_

5. Describe the agricultural operation; acres devoted to crop or livestock and annual income from the agricultural operation. What is your long-term intent for the property? \_\_\_\_\_

---

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6. Explain how any new structures or operations on the parcel will affect the existing agricultural operations on the existing parcel or on adjoining or nearby lands. Does the use/structure displace any agricultural area or impair agricultural operations? \_\_\_\_\_

---

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7. Explain how your agricultural operations will not result in any lands being proposed for withdrawal from the Williamson Act \_\_\_\_\_

---

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8. The Landowner hereby makes the following representations:

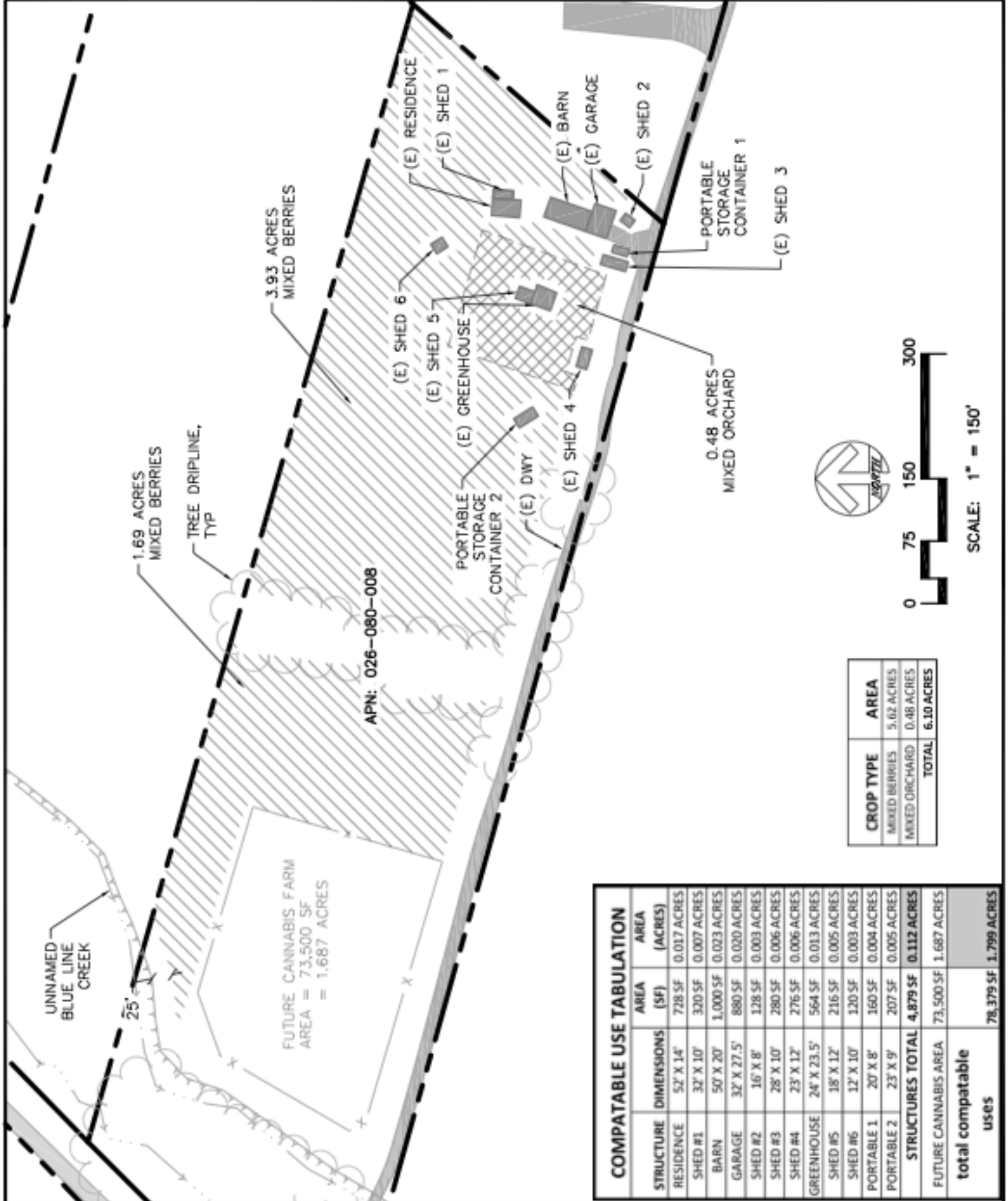
- a. I acknowledge that the activity, use, or construction as proposed will be conducted in such a way as to maintain the agricultural viability of the parcel.
- b. I am aware of the provisions of the Williamson Act (Section 51250 of the California Government Code) and of the allowable uses on Williamson Act properties as defined by Sonoma County Code and the Sonoma County Rules and Regulations for Administration of Agricultural Preserves.
- c. I understand that AB1492 (Government Code Section 51250) defines specific and substantial penalties if construction on the parcel is found by the County of Sonoma or State of California to result in a material breach of the contract provisions.
- d. I acknowledge that the contract restricts residential use and that the Department of Conservation has indicated that: "Residences not incidental to an agricultural use are prohibited, and may trigger AB1492 penalties. These may include residences for persons or family members not involved with the agricultural use, or residence constructed on contracted parcels with no commercial-agricultural use."
- e. I acknowledge that the activity, use, or construction as proposed is of size and type that would not adversely affect the on-site or adjacent farming operations and understand that the County has a "Right to Farm" policy.
- f. I understand that it is my sole responsibility as the landowner to ensure that all activities, uses, and construction on this parcel are in compliance with the provisions of the Williamson Act, and that those activities will not result in a material breach of the Williamson Act contract.

IN WITNESS WHEREOF, by their signature below, the Owner and Applicant hereby certify that the information set forth in this Landowners Statement of Compliance is true and correct, and that they have read, understand and agree to perform the obligations under this Statement.

Property Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

Property Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_



CROP TYPE	AREA
MIXED BERRIES	5.62 ACRES
MIXED ORCHARD	0.48 ACRES
<b>TOTAL</b>	<b>6.10 ACRES</b>

COMPATIBLE USE TABULATION			
STRUCTURE	DIMENSIONS	AREA (SF)	AREA (ACRES)
RESIDENCE	52' X 14'	728 SF	0.017 ACRES
SHED #1	32' X 10'	320 SF	0.007 ACRES
BARN	50' X 20'	1,000 SF	0.023 ACRES
GARAGE	32' X 27.5'	880 SF	0.020 ACRES
SHED #2	16' X 8'	128 SF	0.003 ACRES
SHED #3	28' X 10'	280 SF	0.006 ACRES
SHED #4	23' X 12'	276 SF	0.006 ACRES
GREENHOUSE	24' X 23.5'	564 SF	0.013 ACRES
SHED #5	18' X 12'	216 SF	0.005 ACRES
SHED #6	12' X 10'	120 SF	0.003 ACRES
PORTABLE 1	20' X 8'	160 SF	0.004 ACRES
PORTABLE 2	23' X 9'	207 SF	0.005 ACRES
<b>STRUCTURES TOTAL</b>		<b>4,879 SF</b>	<b>0.112 ACRES</b>
FUTURE CANNABIS AREA		73,500 SF	1.687 ACRES
<b>total compatible uses</b>		<b>78,379 SF</b>	<b>1.799 ACRES</b>















# CANNABIS TRIP GENERATION

## PJR-127

**Business Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

**Type of Cannabis Operation and Square Footage:** \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

**Hours of Operation:** \_\_\_\_\_

**Special Hours (harvest, rush processing due to climatic conditions, etc.):** \_\_\_\_\_

**Please note:** ADT means Average Daily Trips. For purposes of this form, provide traffic generation information in one-way trips. This means that a single round trip is counted as two (2) trips (ADT) i.e., a vehicle driving to the property is counted as one trip. The same vehicle leaving the site is counted as a second trip.

Attach pages as necessary to more fully describe any of the items or circumstances found below.

### CANNABIS OPERATIONS

#### Cannabis Operations - Employee traffic using passenger vehicles, in average ADT

Item Description	Existing ADT		Proposed* (year round) ADT		Proposed* (harvest period) ADT		Proposed* (processing period) ADT	
	# of employees	# of trips by employees	# of employees	# of trips by employees	# of employees	# of trips by employees	# of employees	# of trips by employees
<b>Cannabis production</b> (___ employees X 3 = ___ ADT)								
<b>Storage</b> (___ employees X 3 = ___ ADT)								
<b>Administrative</b> (___ employees X 3 = ___ ADT)								
<b>Sales</b> (___ employees X 3 = ___ ADT)								
<b>Processing</b> (___ employees X 3 = ___ ADT)								
<b>Other staff (describe):</b> _____								
<b>Totals</b>								

\* "Proposed" shall mean existing traffic + new traffic if expansion is approved

**Sonoma County Permit and Resource Management Department**  
 2550 Ventura Avenue Santa Rosa CA 95403-2859 (707) 565-1900

www.PermitSonoma.org



Date: 08/16/2017

**Cannabis Operations - Truck traffic associated with cannabis operations (average ADT)**

Item Description	Existing	Proposed*
<b>Cannabis importation</b> Truck loads per year: _____ Dates of activity __/__/__ to __/__/__ Vehicle type: _____		
<b>Cannabis disposal</b> Truck loads per year: _____ Dates of activity __/__/__ to __/__/__ Vehicle type: _____		
<b>Miscellaneous Deliveries</b> Truck loads per year: _____ Dates of activity __/__/__ to __/__/__ Vehicle type: _____		
<b>Cannabis transportation to distributor /sales</b> Truck loads per year: _____ Dates of activity __/__/__ to __/__/__ Vehicle type: _____, # of Cases: _____ _____		
<b>Miscellaneous visitors, UPS, mail, garbage, etc., list items included:</b> _____		
<b>Totals</b>		

\* "Proposed" shall mean existing traffic + new traffic if expansion is approved

**CULTIVATION OPERATIONS**

**Employee trips associated with cultivation operations (growing of cannabis) in average ADT**

Item Description	Existing	Proposed
<b>Cultivation maintenance (year round)</b> (multiply # of employees X 3 for ADT)		
<b>Cultivation maintenance (part time during peak season), (multiply # of employees X 3 for ADT)</b> Dates of activity: __/__/__ to __/__/__		
<b>Totals</b>		

**SUMMARY (During Non-harvest period)**

Item Description	Existing	Proposed
Employee traffic associated with cannabis operations		
Truck traffic associated with cannabis operations		
<u>Miscellaneous Other traffic generators</u>		
Totals		

***Variation in ADT during the course of a typical full production year***

Month	Jan	Feb	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
Totals												

## Supplemental Application

### Water Use

Estimated water use in gallons for each month separated by source of water:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Municipal													
Recycled													
Surface													
Groundwater													
Total													

Water source (check all that apply):

☐ Municipal source (Must attach documentation.)

☐ Recycled water (Must attach documentation of source and permitted storage facility.)

☐ Surface water (Must attach documentation of water rights.)

☐ Well water / Groundwater Zone: \_\_\_\_\_

If using groundwater on any parcel, is the well located in a high or medium priority basin as defined by the State Department of Water Resources? ☐ Yes ☐ No

**If using groundwater, must attach copy of recorded easement allowing access to Sonoma County personnel.**

If located in groundwater zone 3 or 4 or in high or medium priority basin, attach:

1. Documentation to show that proposed use would not result in a net increase in water use on site,

**OR**

2. A hydrogeological report prepared by a qualified professional providing supporting data and analysis and certifying that the onsite groundwater supply is adequate to meet the proposed uses and cumulative projected land uses in the area on a sustainable basis, and that the operation will not:
  - a. Result in or exacerbate an overdraft condition in basin or aquifer
  - b. Result in reduction of critical flow in nearby streams, **or**
  - c. Result in well interference at offsite wells

Is the project well equipped with a meter and sounding tube or other water level sounding device?

☐ Yes ☐ No

If yes, describe: \_\_\_\_\_

Describe your waste water management plan (how will you manage storm and waste water to prevent the movement of nutrients, sediment, and other contaminants either on site or sanitary sewer):

---

---

---

**At-Cost Project Reimbursement****PJR-095**

PROJECT File: \_\_\_\_\_; request for \_\_\_\_\_

I, Star Trail naturals California, the undersigned, hereby authorize the County of Sonoma to process the above referenced permit request in accordance with the Sonoma County Code. I am depositing \$ \_\_\_\_\_ as a *minimum* deposit to pay for County staff review, coordination and processing costs related to my permit request based on actual staff time expended and other direct costs. **In making this deposit, I acknowledge and understand that the deposit may only cover a portion of the total processing costs. Actual costs for staff time are based on hourly rates adopted by the Board of Supervisors in the most current Sonoma County fee schedule. I also understand and agree that I am responsible for paying these costs even if the application is withdrawn or not approved.**

I understand and agree to the following terms and conditions of this Reimbursement Agreement:

1. Time spent by County of Sonoma staff in processing my application and any direct costs will be billed against the available deposit. **"Staff time" includes, but is not limited to, time spent reviewing application materials, site visits, responding by phone or correspondence to inquiries from the applicant, the applicant's representatives, neighbors and/or interested parties, attendance and participation at meetings and public hearings, preparation of staff reports and other correspondence, processing of any appeals, responding to public records act requests or responding to any legal challenges related to the application. "Staff" includes any employee of the Permit and Resource Management Department (PRMD), the Department of Transportation and Public Works and/or the Office of the County Counsel.**
2. Staff will review the application for completeness and provide me with a good faith estimate of the full cost of processing the permit. This good faith estimate will be included in an At-Cost Fee Agreement. The At-Cost Fee Agreement shall be signed by the party responsible for payment of fees, and the requested additional deposit shall be submitted to PRMD to allow continued processing of the project.
3. If processing costs exceed the available deposit, I will receive quarterly invoices payable within 30 days of billing.
4. I understand that the County desires to avoid incurring permit processing costs without having sufficient funds on deposit. If staff determines that inadequate funds are on deposit for continued processing, staff shall notify me in writing and request an additional deposit amount estimated necessary to complete processing of my application. I agree to submit sufficient funds as requested by staff to process the project through the hearing process within 30 days of the request.
5. If the final cost is less than any additional deposits requested by the County (deposits that exceed the initial minimum deposit described above), the unused portion of the additional deposit will be refunded to me within 60 days of final project action.
6. If the final cost is more than the available deposit, I agree to pay the difference within 30 days of billing.
7. If I fail to pay any invoices or requests for additional deposits within 30 days, the County may either stop processing my permit application, or after conducting a hearing, deny my permit application. If I fail to pay any invoices after my application is approved, I understand that my permit may not vest and may expire, or may be subject to revocation. .

8. If the County determines that any study submitted by the applicant requires a County-contracted consultant peer review, I will pay the actual cost of the consultant review. This cost may vary depending on the complexity of the analysis. Selection of any consultant for a peer review shall be at the sole discretion of the PRMD Director or his designee. The estimated cost of the peer review shall be paid prior to the County initiating any peer review by consultant.
9. I agree to pay the actual cost of any public notices for the project as required by State Law and Local Ordinance.
10. I may, in writing, request a further breakdown or itemization of invoices, but such a request does not alter my obligation to pay any invoices in accordance with the terms of this agreement.
11. I agree to pay all costs related to permit condition compliance as specified in any conditions of approval for my permit/entitlement.

**Note: This agreement does not include other agency review fees or the County Clerk Environmental Document filing fees.**

Name of Property Owner or Corporate Principal Responsible or Appointed Designee for Payment of all County Processing Fees (*Please Print*):

Alexander Bohn

Name of Company or Corporation (*if applicable*):

Star Trail Naturals California

Mailing Address of the Property Owner or Corporation/Company responsible for paying processing fees:  
*If a Corporation, please attach a list of the names and titles of Corporate officers authorized to act on behalf of the Corporation*

Star Trail Naturals California / 131-A Stony Circle #500 / Santa Rosa, CA 95401

Signature:\*  CEEAF2CC1235457...

Date: 11-9-22

Email Address: alexbohn707@gmail.com

Phone Number: 707-772-6496

**\*ATTENTION - The property owner (or Corporate principal) will be held responsible for all charges.**



# **BIOTIC ASSESSMENT**

**FREESTONE VALLEY FORD ROAD PARCEL [APN 026-080-008]  
SONOMA COUNTY, CALIFORNIA**

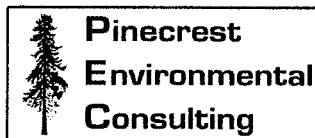
**Submitted to:**

Alex Bohn  
1400 Freestone Valley Ford Road  
Bodega, California 94952

**Prepared by:**

Pinecrest Environmental Consulting  
6425 Telegraph Avenue #8  
Oakland, California 94609  
(510) 881-3039

Project No. ABO001



July 25, 2017

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## 1.0 INTRODUCTION

### 1.1 PURPOSE

The purpose of this Biotic Assessment is to evaluate the existence of sensitive habitats and the potential for special-status species to occur on or near the site of proposed *Cannabis* cultivation activities, pursuant to Sonoma County Ordinance No. 6189, Section 26-88-254(f)(8). This biotic assessment also analyzes the potential for jurisdictional wetlands and Waters of the U.S. to exist onsite, including dry creeks, washes, swales, gullies, and other erosional features.

The proposed project area comprises the western portion of the parcel (Figure 2), which is leased by the operator for the purpose of outdoor commercial *Cannabis* cultivation. For the purposes of this biotic assessment, we surveyed the entirety of the project area on foot, and visually inspected areas offsite but adjacent to the project area that were not accessible due to private property.

### 1.2 LOCATION

#### 1.2.1 Regional Context

The proposed project is located at 1400 Freestone Valley Ford Road in unincorporated Sonoma County, approximately two miles north of the town of Valley Ford, seven miles southwest of the town of Sebastopol, and eight miles east of the town of Bodega Bay (Figure 1). The parcel is 12.23 acres (Assessor's Parcel Number 026-080-008), is zoned Land Extensive Agriculture, is located in Water Zone 2 and is inside the jurisdiction of the North Coast Regional Water Quality Control Board. There is a County-designated Riparian Corridor that extends approximately 150 feet east from the western property boundary and is created by Ebabias Creek and an unnamed seasonal tributary (Appendix C). A County-designated Valley Oak Habitat zone exists through the center of the property, however there are currently no Valley Oaks present onsite. There is no County-designated Biotic Habitat or Federal or State designated Critical Habitat for any species onsite. On all sides of the project parcel are sheep and dairy farms, interspersed with rural residences.

#### 1.2.2 Landforms and Water Features

The topography of the Freestone Valley Ford Road parcel is sloped towards the west, with a maximum slope of approximately 1.8% as measured by hand-held clinometer (Figure 2). The elevation ranges from a high of approximately 80 feet above sea level in the eastern portion of the project area to a low of approximately 40 feet above sea level at the western parcel boundary.

There is one named creek, Ebabias Creek, and one unnamed seasonal tributary that cross the western portion of the property flowing north to south (Appendix C). The unnamed seasonal tributary flows

southwest from the adjacent parcel where it begins as a vegetated swale. The unnamed tributary continues south until it passes offsite beneath the access road through a three foot wide gravel bottom culvert. Approximately 100 feet past this culvert it joins with Ebabias Creek. At the time of the survey on July 12, 2017, the unnamed tributary had standing water to 3" depth but no visible flow. The majority of the channels is choked with vegetation.

Ebabias Creek enters the property on the northwest corner, paralleling Freestone-Valley Ford Road. It passes through very dense vegetation flowing south until it passes offsite through a 36" diameter metal tubular culvert. At the time of the survey on July 12, 2017 there was noticeable flow in the creek, to a depth of six inches. Ebabias Creek continues flowing south for approximately two miles before the confluence with Estero Americano just southwest of the town of Valley Ford. From the confluence, Estero Americano flows west for approximately five miles through pastureland until it empties into the Pacific Ocean approximately three miles south of the town of Bodega Bay.

Aside from these features (discussed further below), there are no erosional features inside or immediately adjacent to the project area, including swales, gullies, or depressions. Water drainage on the parcel flows towards Ebabias Creek in the west primarily as subsurface flow due to the high rates of water infiltration into the well-drained soils in this hilly region of the County. The project area also does not have a large upslope contributing drainage basin (Figure 2), measuring only 16 acres, and most of the land surrounding the project area is vegetated with a dense layer of exotic grasses. Finally, several rows of trees positioned perpendicular to the direction of flow (arranged north-south) block any erosional features upslope from forming and increase water infiltration before it reaches the project area. Thus, despite being in close proximity to Ebabias Creek, the project area has no features that appear to be erosional such as swales or gullies, nor does any area of the property exhibit any of the characteristics of wetlands when visited by PEC staff on July 12, 2017.

### **1.2.3 Existing Structures**

There are no existing structures within the project area, with the exception of a metal and shade-cloth fence that encircles the cultivation area (Figure 10).

## **1.3 METHODS**

### **1.3.1 Records Search and Literature Review**

Based on a review of the literature and all relevant databases, we compiled a list of special-status plant and animal species that are known to occur within ten miles of the project site, or that occupy habitats that are known to be present on the project site (Appendix A). Sources of information referenced include the California Natural Diversity Database (CNDDB 2017), U.S. Fish and Wildlife Service Environmental Conservation Online System (USFWS 2017), the California Native Plants Society (CNPS) Inventory of Rare and Endangered Vascular Plants of California (CNPS 2017), and the knowledge of PEC staff familiar with the species and habitats of Sonoma County. Additional information on sensitive habitats including wetlands was obtained from the USFWS National Wetlands Inventory (NWI 2017), the Sonoma County Vegetation Mapping and Lidar Program

(SCWA 2017), and the County of Sonoma Permit and Resource Management Geographical Information Systems (GIS) databases (PRMD 2017).

Plant species included here are State or Federally Endangered or Threatened, and/or considered Rare by CDFW, and/or are recognized as special-status species by the CNPS or CDFW. Animal species included here are designated as State or Federally Endangered or Threatened, and/or California Species of Special Concern, and/or Fully Protected species by the CDFW. In addition, nests of most native bird species, regardless of their regulatory status, are protected from take or harassment under the Migratory Bird Treaty Act (MBTA) and California Fish and Wildlife Code.

### 1.3.2 Field Surveys

A wildlife and botanical survey was conducted at the site on July 12, 2017. Beginning with the areas surrounding the proposed cultivation areas, the entire project site was surveyed on foot by PEC biologist Dr. Christopher T. DiVittorio, recording the location and identity of all plant and animal species encountered. Plant voucher specimens were taken of any species that were not identifiable in the field, and that were not likely to be special-status.

The field survey was conducted by dividing the outdoor portions of the parcel into zones and cataloging all of the species found in each zone. Each zone was surveyed by walking in parallel lines approximately ten feet apart until the whole zone was covered. Notes are also taken in each zone documenting the general site characteristics and current land uses.

Botanical specimens are taken back to the laboratory for identification if identification was not possible in the field. If species were not flowering at the time of the survey, and morphological characteristics indicated that the species may be special-status, notes were made for a follow-up visit. Birds and nests were identified by call and with binoculars. Vocalizations, scat, tracks, feathers, burrows, nests, and molts were used for identification of animals present onsite. Aquatic habitats were observed for a minimum of ten minutes without movement in order to observe animals that may hide when approached.

## 2.0 RESULTS

### 2.1 NATURAL COMMUNITIES IN THE EVALUATION AREA

Using field surveys, knowledge of PEC staff, and a search of the Sonoma County Vegetation Map (SCWA 2017) within five miles of the project area ("Biological Resources Evaluation Area"), a variety of natural communities were recorded (Figure 4). Regionally, the dominant vegetation types are annual exotic grassland, irrigated pastureland, and riparian woodland. In the immediate vicinity of the project site, the predominant land uses are rural residences to the west, pastureland to the north, rural residences and agricultural production east, and pastureland to the south (Figure 5). Topographically, the project site sits in a series of generally east-west trending low valleys, that are dominated by dairies and grazing land (Figure 4).

### 2.2 NATURAL COMMUNITIES WITHIN THE PROJECT SITE

The community descriptions below are organized based on the zones that were surveyed, and the floristic results presented in Appendix B. Overall, the Freestone Valley Ford Road parcel consists of a low-habitat-value eastern portion where the cultivation operation is located, and a high-habitat-value western portion where the riparian buffer surrounding Ebabias Creek is located (Figure 3).

The eastern portion of the project area is surrounded by a metal and screen fence that separates the cultivation area from the riparian buffer to the west (Figure 6) and from the 100-foot property line setback to the north (Figure 7). These areas effectively isolate the cultivation area from the riparian corridor of Ebabias Creek and the seasonal unnamed tributary. This area would best be described as coastal annual and perennial exotic grass dominated prairie.

All of the eastern portion of the project area not inside the riparian corridor is highly disturbed exotic annual grassland. The exception is a row of Monterey pine (*Pinus radiata*) and *Eucalyptus* spp. trees along the southern fenceline (Figure 8) and eastern fenceline (Figure 9).

No erosional features were identified, and there was no indication of any wetlands or Waters of the U.S. present onsite (see section 2.4, below). No depressions indicating flow during any time of year were observed either along the fencelines or in the middle of the property. Additionally, there were no topographic depressions or swales that were identifiable at the time of the survey, even though they would have been apparent since the area is regularly mowed. It appears that since there are no major upslope drainages contributing to flow into this property, that the soil drainage and slope is sufficient to prevent any erosional features from forming on the property due to the presence of a persistent annual grass cover, and the presence of vegetated fencelines and residences upslope. There are furthermore no erosional features extending from the riparian channel towards the cultivation area through the buffer (Figure 6).

### 2.2.1 Ruderal Vegetation Inside the Cultivation Area

The inside of the cultivation area is regularly mowed and there are few species in this area aside from annual grasses and exotic pasture weeds. In rough order of decreasing dominance in the community, grass species included velvet grass (*Holcus lanatus*), Italian ryegrass (*Festuca perennis*), slender oats (*Avena barbata*), rattail fescue (*Festuca myuros*), soft chess (*Bromus hordeaceus*), orchard grass (*Dactylis glomerata*), Harding grass (*Phalaris aquatica*), (*Polypogon monspeliensis*) foxtail fescue (*Hordeum murinum*), and ripgut brome (*Bromus diandrus*).

Forbs included the following species in order of decreasing dominance in the community: cat's ear (*Hypochaeris glabra*), Italian thistle (*Carduus pycnocephalus*), curly dock (*Rumex crispus*), wild radish (*Raphanus sativus*), sow thistle (*Sonchus asper*), bristly ox-tongue (*Helminthoteca echinoides*), field bindweed (*Convolvulus arvensis*), lesser swine cress (*Lepidium didymum*), wild carrot (*Daucus carota*), sheep sorrel (*Rumex acetosella*), turkey mullein (*Croton setiger*), Himalayan blackberry (*Rubus armeniacus*), poison hemlock (*Conium maculatum*), subterranean clover (*Trifolium subterraneum*), domestic cucumber (*Cucumis sativus*), tomato (*Solanum lycopersicum*), chile pepper (*Capsicum* spp.), crane's bill (*Geranium molle*), hairy vetch (*Vicia hirsuta*), scarlet pimpernel (*Lysimachia arvensis*), spearmint (*Mentha spicata*), and hedge nettle (*Stachys ajugoides*).

### 2.2.2 Ruderal Grassland Outside the Cultivation Area

The fenceline along the southern property boundary between the fenced cultivation area and the access road contains a row of Monterey pine (*Pinus radiata*) to 24" diameter at breast height (DBH), *Eucalyptus* spp. to 18" DBH, and ruderal vegetation (Figure 8). Ruderal vegetation included poison hemlock, wild carrot, wild radish, bristly ox-tongue, curly dock, slender oats, foxtail fescue, velvet grass, Harding grass, common lambsquarters (*Chenopodium album*), bull thistle (*Cirsium vulgare*), largefruit amaranth (*Amaranthus deflexus*), pennyroyal (*Mentha pulegium*), hyssop loosestrife (*Lythrum hyssopifolia*), spiny sow thistle (*Sonchus asper*), rose clover (*Trifolium hirtum*), sweet cherry (*Prunus avium*), and tall flatsedge (*Cyperus eragrostis*).

### 2.2.3 Riparian Corridor and Ebabias Creek

The riparian corridor is well-defined and set back from the cultivation area (Figure 6). The riparian corridor created by Ebabias Creek and the small unnamed seasonal tributary to the east of Ebabias Creek form a single community unit. The dominant overstory plants include arroyo willow (*Salix lasiolepis*), Pacific willow (*Salix lasiandra*), *Eucalyptus* spp., coyote brush (*Baccharis pilularis*), and creek dogwood (*Cornus sericea*). Understory plants include Italian thistle, Himalayan blackberry, curly dock, slender oats, velvet grass, poison hemlock, Chinese houses (*Collinsia heterophylla*), common plantain (*Plantago major*), Fuller's teasel (*Dipsacus fullonum*), and Himalayan blackberry. In-channel vegetation included bog rush (*Juncus effusus*), cinquefoil (*Potentilla anserina*), common cattail (*Typha latifolia*), and Northern water plantain (*Alisma triviale*).



## 2.3 WILDLIFE

The ruderal grassland does not support high quality wildlife habitat, nonetheless several species of vertebrates were observed during the field survey including slender salamander (*Batrachoseps attenuatus*) and western fence lizard (*Sceloporus occidentalis*). Sign of fossorial mammals, likely vole (*Microtus californicus*) and pocket gopher (*Thomomys bottae*), were observed in the form of burrows and abandoned runways. Habitat for aquatic wildlife breeding does exist onsite in the form of Ebabias Creek and the associated unnamed tributary stream. Appropriate riparian buffers and setbacks should be observed at all time. Habitat for estivation exists in the form of upland annual dominated grassland. Amphibians that may exist in Ebabias Creek and the unnamed tributary may use upland areas within several hundred feet of the riparian corridor for estivation.

## 2.4 WETLANDS & STREAMS

A preliminary assessment of potential Waters of the U.S. under jurisdiction of the U.S. Army Corps of Engineers revealed two "blue line" streams in the western portion of the parcel, Ebabias Creek and an unnamed seasonal tributary (Figure 3). An assessment of wetlands and other Waters of the U.S. onsite revealed nothing that is likely to be considered a wetland based on the presence of wetland hydrology and/or wetland vegetation and/or hydric soils. Furthermore, there was nothing onsite that could be considered a drainage ditch, swale, or depression. The one feature that may carry stormwater is a swale on the north side of the southern access road (Figure 8), although there is no indication of sediment transport or scour. The parcel is located on the side of a small hill, thus the well-drained soils and the small 16 acre upslope watershed are sufficient to explain the lack of surface erosional features on this parcel.

### 3.0 SUMMARY & CONCLUSIONS

No impacts are predicted for any of the special-status plant species based on lack of actual sightings, although habitat for some of the species exists in the form of the riparian corridor. Based on these findings, the riparian corridor should continue to be protected and all work confined to outside of the 100-foot riparian buffer.

No impacts to special-status animal species are predicted due to the lack of actual observations, although some potential habitat exists onsite in the form of Ebabias Creek and the unnamed seasonal tributary. Some estivation habitat may also exist onsite in the form of upland grassland. Due to the presence of potential habitat in Ebabias Creek, appropriately timed surveys for special-status amphibians should be performed prior to major ground disturbance, and work should be stopped if any animals are observed. *condition*

No impacts are anticipated to Waters of the U.S. as long as applicant limits all work to outside of the 100-foot riparian buffer at all times. There are no other erosional features onsite and no habitats that would reasonably be considered wetlands. Discharge of sediment into Ebabias Creek will continue to be negligible as long as the riparian buffer is maintained in a vegetated state and the fence between the cultivation area and the buffer is maintained. Seeding the area with a locally-appropriate mix of native grasses such as blue wild rye (*Elymus glaucus*), meadow barley (*Hordeum brachyantherum*), and purple needle grass (*Stipa pulchra*) would help.

## **4.0 REGULATORY FRAMEWORK**

### **4.1 FEDERAL ENDANGERED SPECIES ACT**

The U.S. Fish and Wildlife Service (USFWS) has jurisdiction over federally-listed threatened and endangered species under the federal Endangered Species Act (FESA). The USFWS also maintains a list of 'proposed' species and candidate species that are not legally protected under the FESA, but are often included in their review of a project as they may become listed in the near future. The FESA protects listed animal species from harm or "take" which is broadly defined as to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, collect, or attempt to engage in any such conduct. Take can also include habitat modification or degradation that results in death or injury to a listed species. An activity can be defined as a "take" even if it is unintentional or accidental. Listed plant species are provided less protection than listed wildlife species. Listed plant species are legally protected from take under FESA if they occur on federal lands.

Pursuant to the requirements of the FESA, a federal agency reviewing a proposed project within its jurisdiction must determine whether any federally-listed threatened or endangered species (plants and animals) may be present in the project area and determine whether the proposed project may affect such species. Any activities that could result in the take of a federally-listed species will require formal consultation with the USFWS before project activities commence.

### **4.2 CALIFORNIA ENDANGERED SPECIES ACT**

The California Endangered Species Act (CESA) protects any plant or animal listed or proposed for listing as rare (plants only), threatened, or endangered. In accordance with the CESA, the California Department of Fish and Wildlife (CDFW) has jurisdiction over state-listed species (California Fish and Wildlife Code 2070). Take of state-listed species requires a permit from CDFW, which is granted only under strictly limited circumstances. Additionally, the CDFW maintains lists of "species of special concern" that are defined as animal species that appear to be vulnerable to extinction because of declining populations, limited ranges, and/or continuing threats. Pursuant to the requirements of CESA, an agency reviewing a proposed project within its jurisdiction must determine whether any state-listed or proposed endangered or threatened species may be present in the project area and determine whether the proposed project may result in a significant impact on such species.

### **4.3 CALIFORNIA ENVIRONMENTAL QUALITY ACT**

Section 15380(b) of the California Environmental Quality Act (CEQA) Guidelines provides that a species not listed on the federal or state list of protected species may be considered rare or endangered if the species can be shown to meet certain specified criteria. These criteria have been modeled after the definitions in FESA and CESA and the section of the California Fish and Wildlife Code dealing

with rare or endangered plants or animals. This section was included in the guidelines primarily to deal with situations in which a public agency is reviewing a project that may have a significant effect on a species that has not yet been listed by either the USFWS or CDFW. Thus, CEQA provides an agency with the ability to protect a species from a project's potential impacts, if it finds that the species meets the criteria of a threatened or endangered species.

#### **4.4 CLEAN WATER ACT**

Under Section 404 of the federal Clean Water Act, the U.S. Army Corps of Engineers (Corps) is responsible for regulating the discharge of fill material into waters of the United States. Waters of the U.S. and their lateral limits are defined in 33 CFR Part 328.3 (a) and include streams that are tributary to navigable waters and their adjacent wetlands. Wetlands that are not adjacent to waters of the U.S. are termed "isolated wetlands" and, depending on the circumstances, may also be subject to Corps jurisdiction.

In general, a Corps permit must be obtained before placing fill in wetlands or other waters of the U.S. The type of permit depends on the acreage involved and the purpose of the proposed fill. Minor amounts of fill are sometimes covered by Nationwide Permits, which were established to streamline the permit process for projects with "minimal" impacts on wetlands or other waters of the U.S. An Individual Permit is required for projects that result in more than a minimal impact on jurisdictional areas. The Individual Permit process requires evidence that fill of jurisdictional areas has been minimized to the extent "practicable" and provides an opportunity for public review of the project.

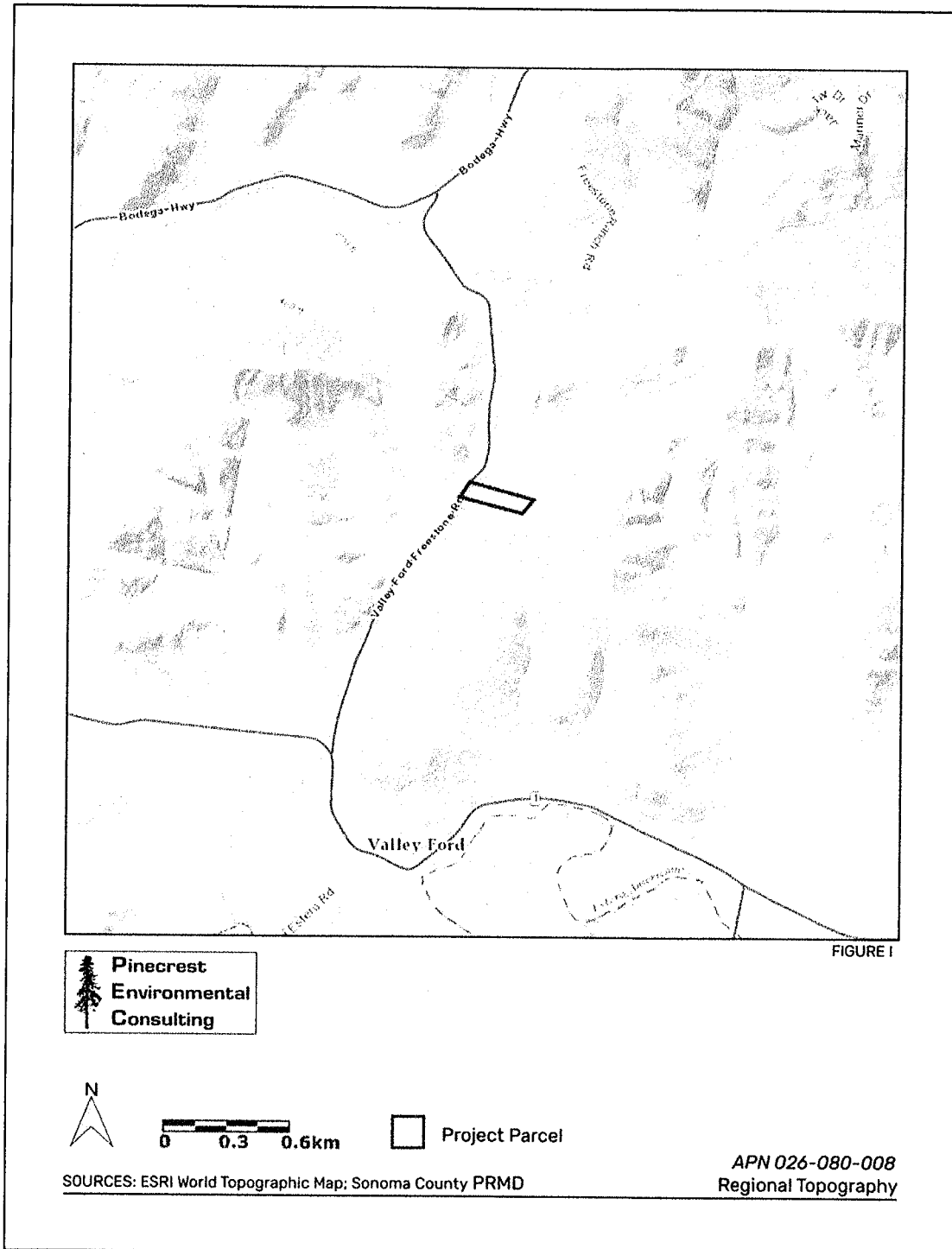
#### **4.5 CALIFORNIA WATER QUALITY REGULATORY PROGRAMS**

Pursuant to Section 401 of the federal Clean Water Act and the state's Porter-Cologne Act, projects that are regulated by the Corps must obtain water quality certification from the Regional Water Quality Control Board (RWQCB). This certification ensures that the project will uphold state water quality standards. The RWQCB sometimes asserts jurisdiction over wetlands that the Corps does not (e.g. certain isolated wetlands) and may impose mitigation requirements even if the Corps does not. The CDFW also exerts jurisdiction over the bed and banks of watercourses and water bodies according to provisions of Section 1601 to 1603 of the Fish and Wildlife Code. The Fish and Wildlife Code requires a Stream Alteration Agreement for the fill or removal of material within the bed and banks of a watercourse or water body.

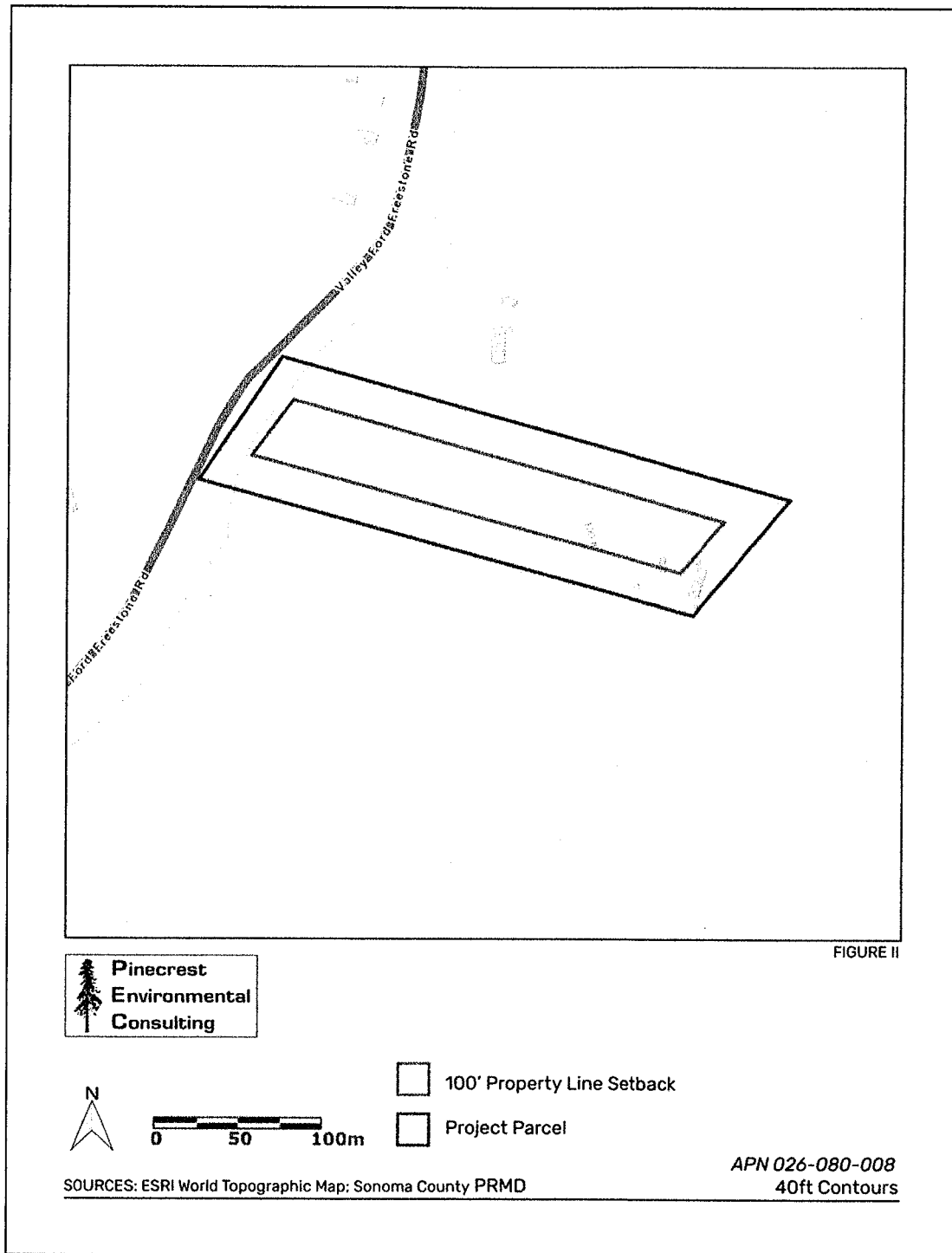
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**FIGURE 1: REGIONAL TOPOGRAPHY**



**FIGURE 2: 40FT TOPOGRAPHIC CONTOURS**





**FIGURE 3: SITE SCHEMATIC**

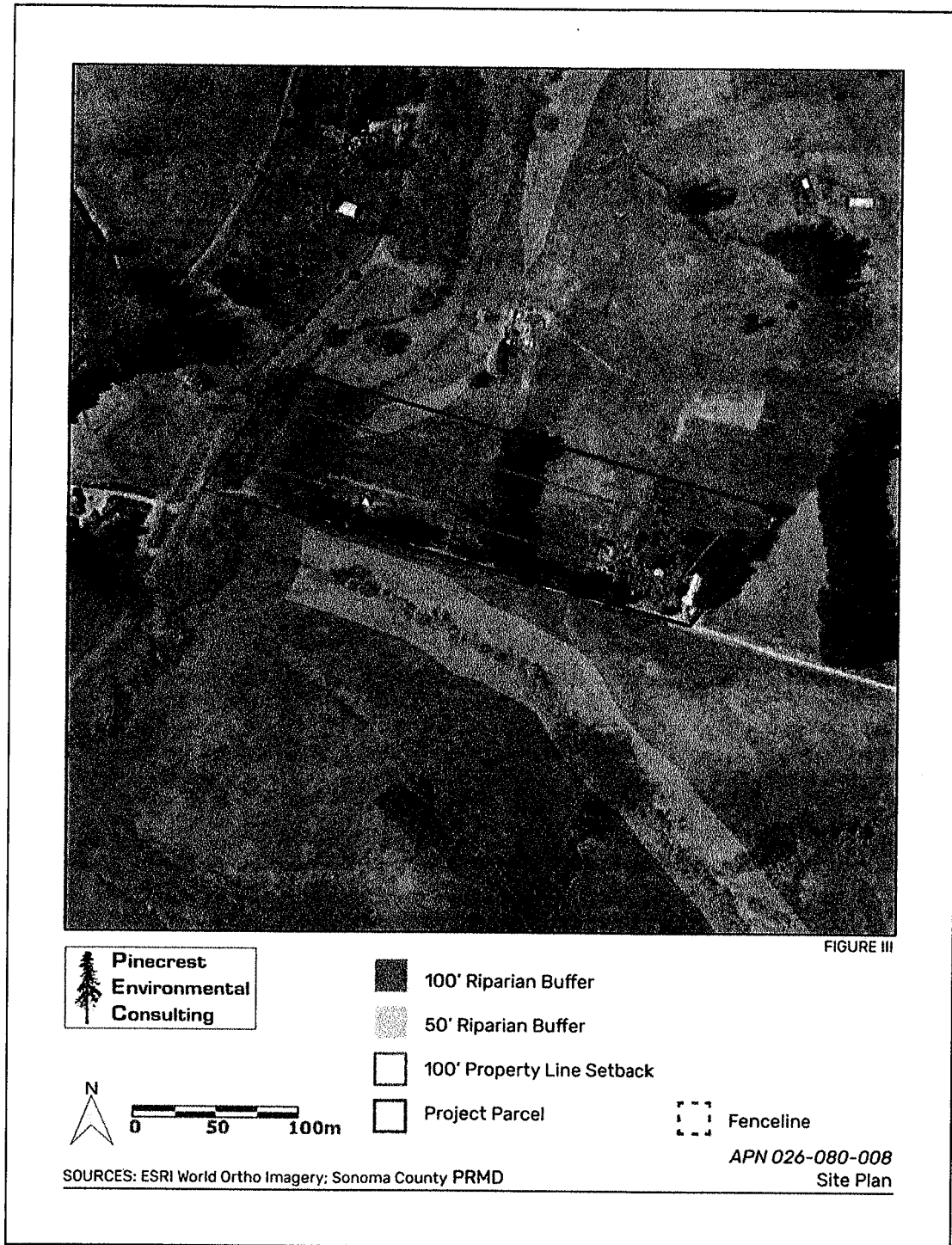


FIGURE 4: REGIONAL COMMUNITY TYPES

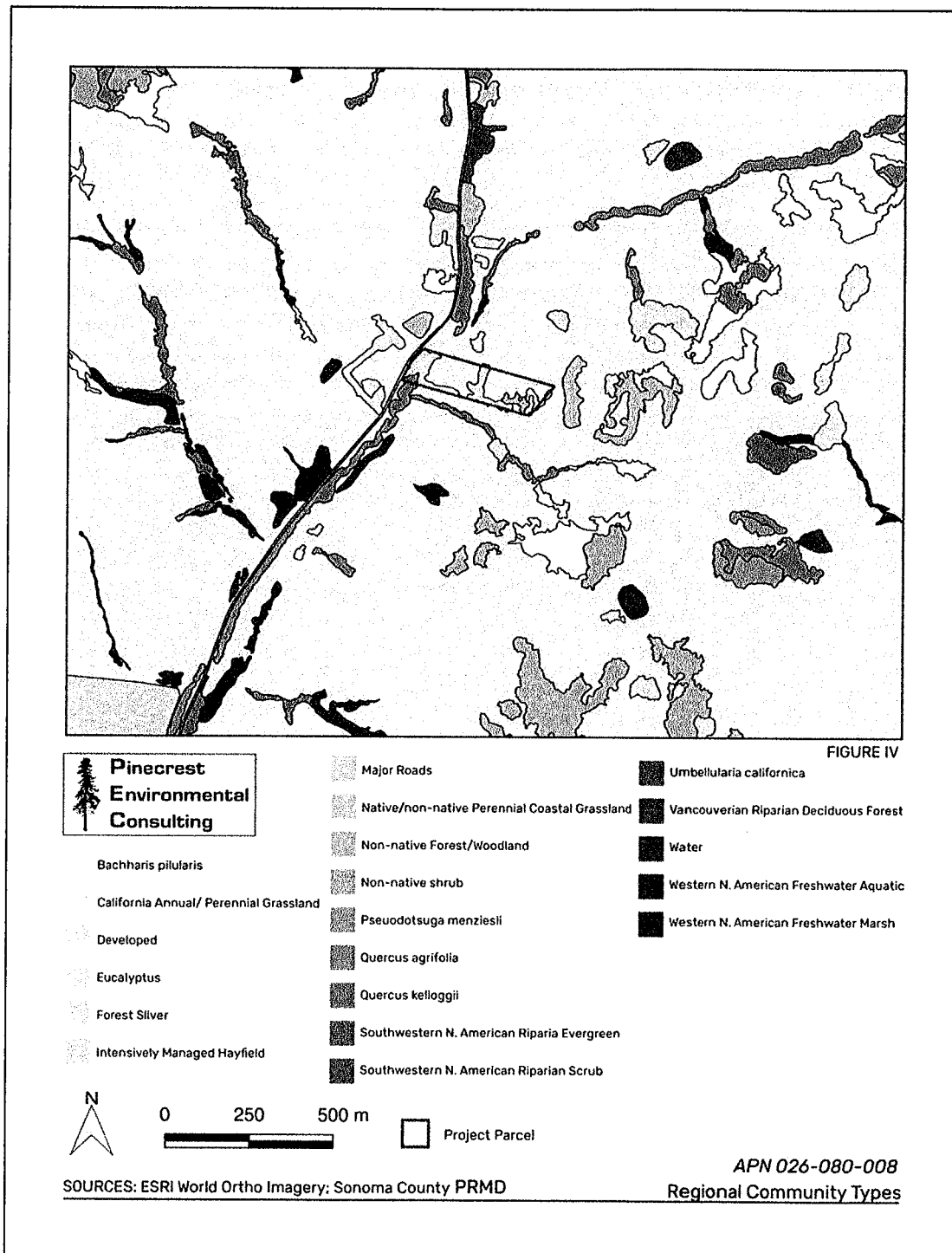


FIGURE 5: ONSITE COMMUNITIES

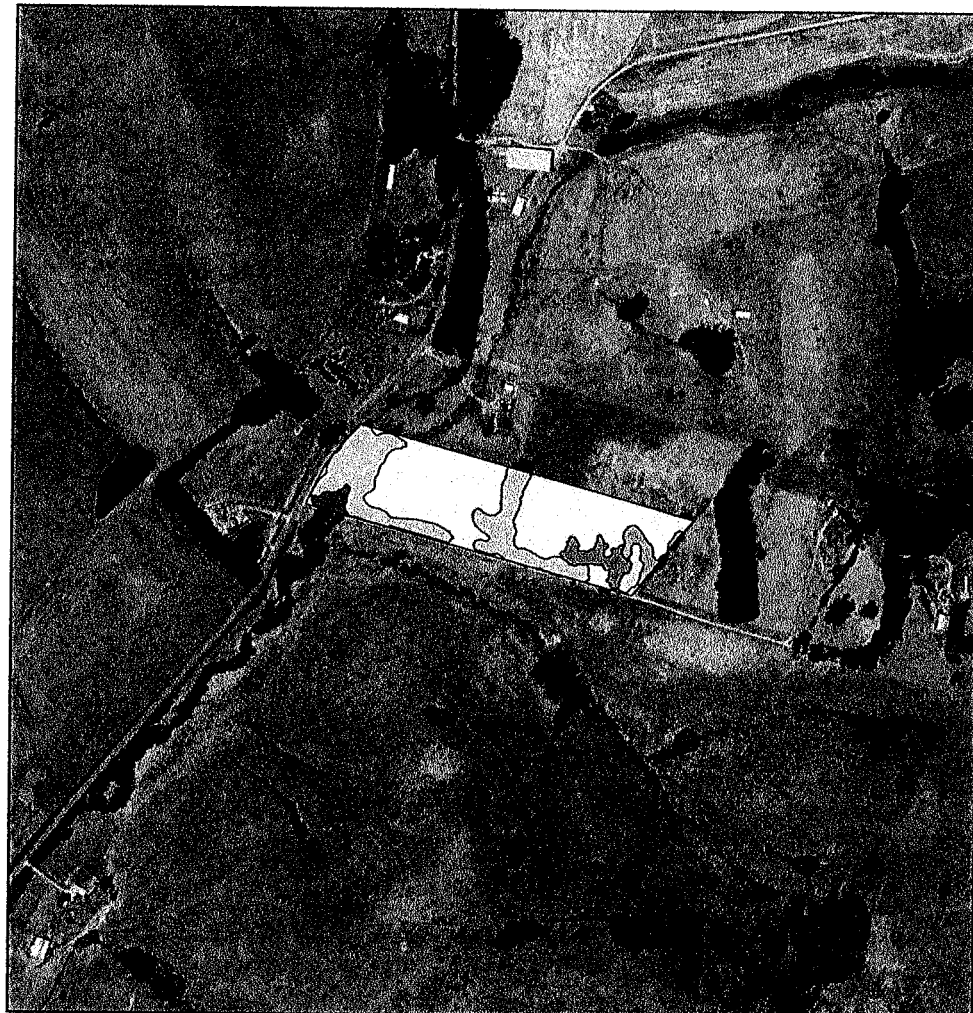
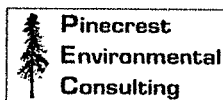


FIGURE V



0 100 200 m

California Annual/ Perennial Grassland

Developed

Eucalyptus

Forest Sliver

Non-native Shrub

S. Western North American Riparian Evergreen

SOURCES: ESRI World Ortho Imagery; Sonoma County PRMD

APN 026-080-008  
Onsite Plant Communities

**FIGURE 6: PHOTOGRAPH OF BUFFER BETWEEN CREEK AND  
CULTIVATION AREA**

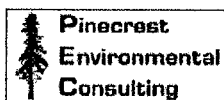
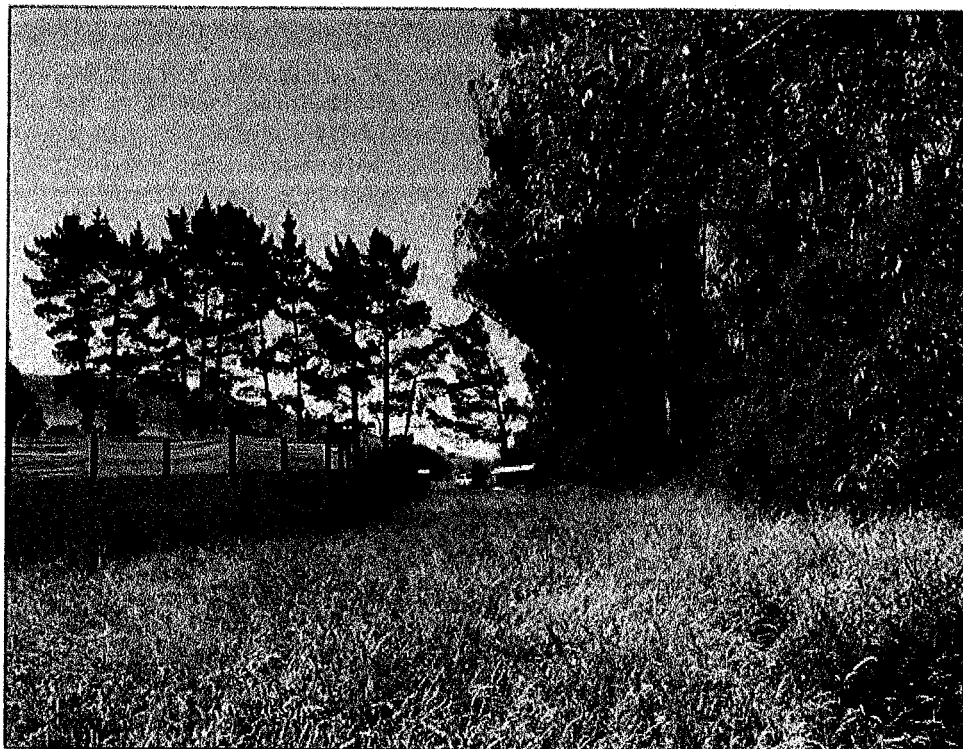


FIGURE VI

SOURCES: Christopher DiVittorio

APN 026-080-008  
Riparian Buffer

**FIGURE 7: PHOTOGRAPH OF SETBACK FROM NORTH FENCELINE**

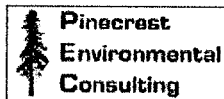
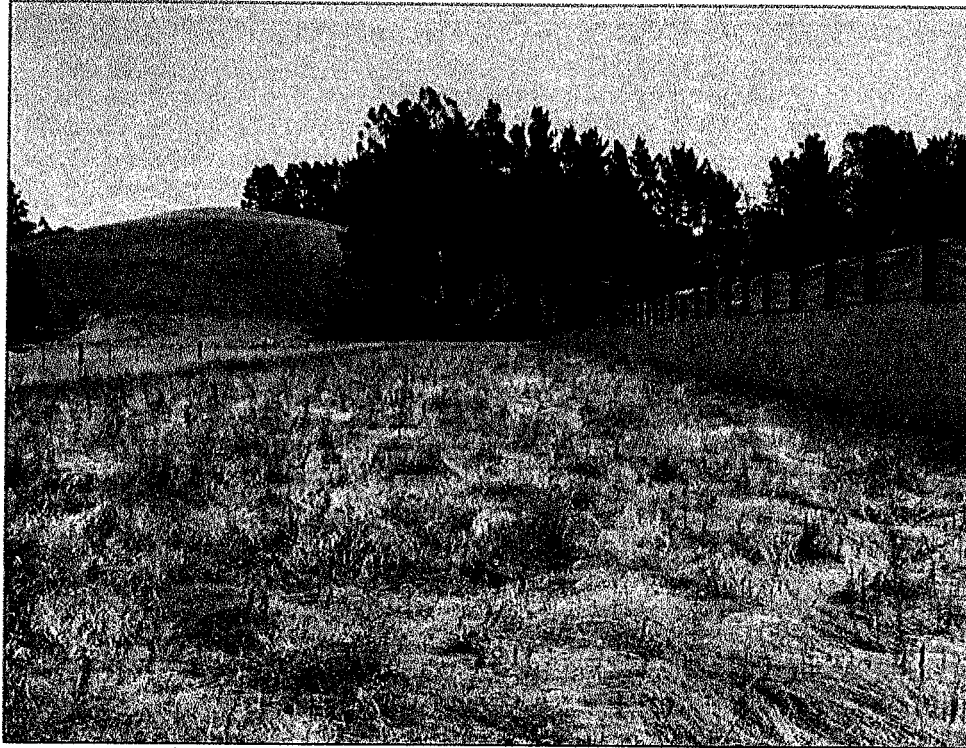


FIGURE VII

SOURCES: Christopher DiVittorio

APN 026-080-008  
Setback from North Property Line

**FIGURE 8: PHOTOGRAPH LOOKING EAST ALONG THE SOUTH  
FENCELINE**

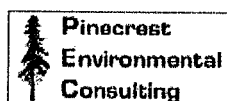


FIGURE VIII

SOURCES: Christopher DiVittorio

APN 026-080-008  
Looking East Along the South Fence Line

**FIGURE 7: PHOTOGRAPH LOOKING NORTH ALONG THE EAST  
FENCELINE**

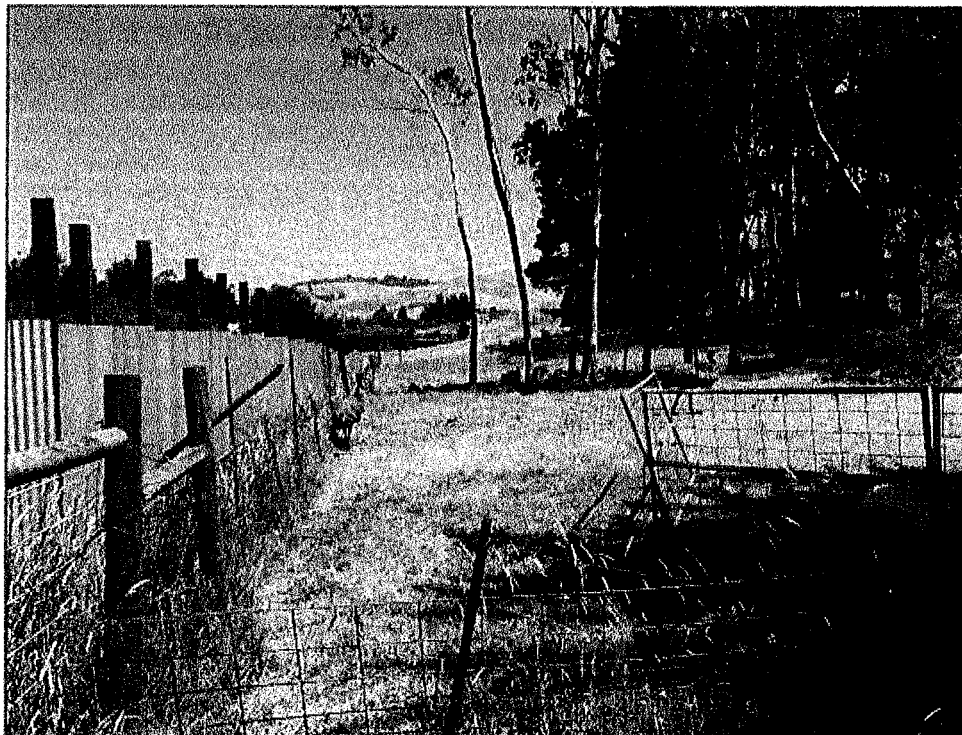
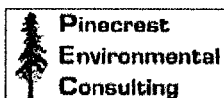


FIGURE IX



SOURCES: Christopher DiVittorio

APN 026-080-008  
Looking North Along the East Fenceline



**FIGURE 10: PHOTOGRAPH LOOKING WEST ALONG THE NORTH  
FENCELINE**

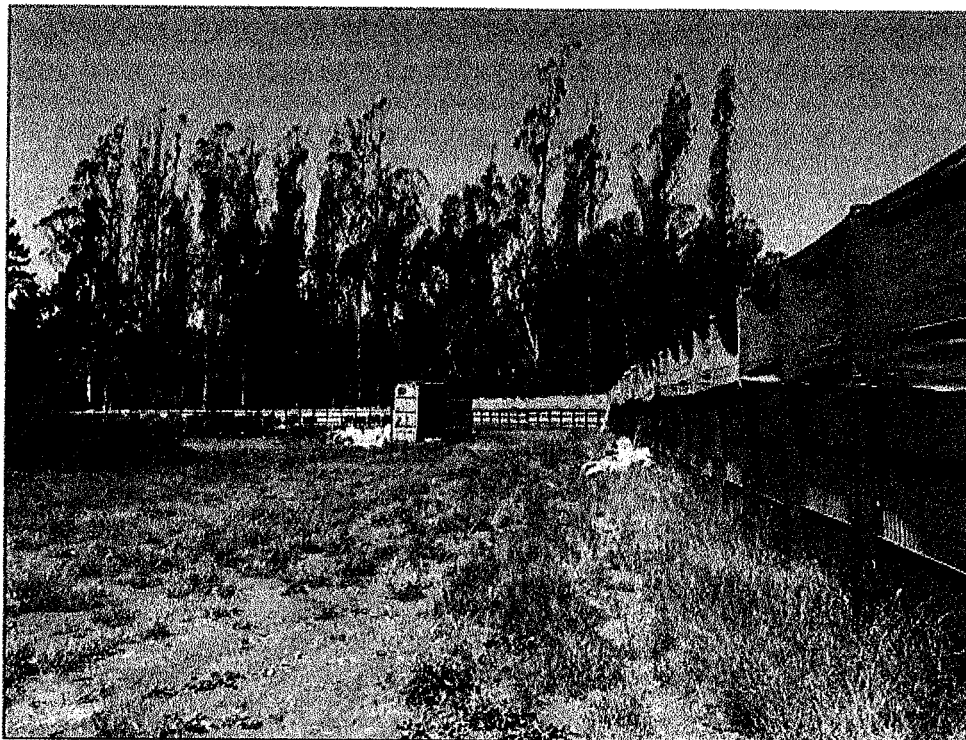
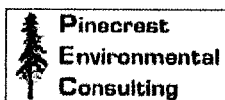


FIGURE X



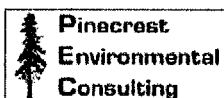
SOURCES: Christopher DiVittorio

APN 026-080-008  
Looking West Along the North Fenceline

**FIGURE 8: PHOTOGRAPH OF THE RIPARIAN CORRIDOR**



FIGURE XI



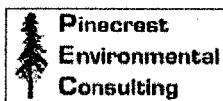
SOURCES: Christopher DiVittorio

APN 026-080-008  
Riparian Corridor

**FIGURE 12: PHOTOGRAPH OF THE RIPARIAN CORRIDOR**



FIGURE XII



SOURCES: Christopher DiVittorio

APN 026-080-008  
Riparian Corridor

## APPENDIX A: SPECIAL-STATUS SPECIES CONSIDERED

The following is a list of special-status plant and animal species that was generated based on knowledge of the species and habitats of Sonoma County by PEC staff, from various State and Federal databases, and from the California Natural Diversity Database (CNDDDB). CNDDDB occurrences within 5 miles of the project site are shown in bold.

Taxon	Status <sup>1</sup> Fed/State/CNPS	Habitat	Potential to Occur Within the Project Area
Plants			
<b>Baker's goldfields</b> ( <i>Lasthenia californica</i> ssp. <i>bakeri</i> )	—/—/1B.2	Coastal grasslands	<b>Very Low:</b> Some grassland habitat exists onsite although it is highly degraded.
<b>Baker's manzanita</b> ( <i>Arctostaphylos bakeri</i> ssp. <i>bakeri</i> )	—/—/1B.1	Serpentine chaparral, mixed evergreen forest	<b>None:</b> No serpentine, chaparral, or forest habitat exists onsite.
Baker's navarretia ( <i>Navarretia leucocephala</i> ssp. <i>bakeri</i> )	—/—/1B.1	Vernal pools, riparian woodland	<b>None:</b> No vernal pools or other wetlands exist onsite.
Brownish beaked-rush ( <i>Rhynchospora capitellata</i> )	—/—/2B.2	Freshwater marsh, riparian	<b>Medium:</b> Some wetlands exist onsite.
Burke's goldfields ( <i>Lasthenia burkei</i> )	FE/SE/1B.1	Vernal pools	<b>None:</b> No vernal pools exist onsite.
California beaked-rush ( <i>Rhynchospora californica</i> )	—/—/1B.1	Freshwater wetlands	<b>Medium:</b> Some wetlands exist onsite.
<b>Congested-headed hayfield tarplant</b> ( <i>Hemizonia congesta</i> ssp. <i>congesta</i> )	—/—/1B.2	Grassland, coastal scrub	<b>Medium:</b> A small amount of disturbed grassland exists onsite.
<b>Contra Costa goldfields</b> ( <i>Lasthenia conjugens</i> )	FE/—/1B.1	Vernal pool	<b>None:</b> No vernal pool habitat exists onsite.

Taxon	Status <sup>1</sup> Fed/State/CNPS	Habitat	Potential to Occur Within the Project Area
Cunningham marsh cinquefoil ( <i>Potentilla uliginosa</i> )	—/—/1A	Freshwater marsh	<u>None</u> : No wetland habitat exists onsite.
Dwarf downingia ( <i>Downingia pusilla</i> )	—/—/2B.2	Freshwater wetland, vernal pool	<u>None</u> : No vernal pool or wetland habitat exists onsite.
Fragrant fritillary ( <i>Fritillaria liliacea</i> )	—/—/1B.2	Freshwater wetland, coastal prairie	<b>Very Low</b> : No wetlands exist onsite, and this species prefers coastal habitats.
Golden larkspur ( <i>Delphinium luteum</i> )	FE/SR/1B.1	Chaparral, coastal prairie	<u>None</u> : No chaparral exists onsite.
Greene's narrow-leaved daisy ( <i>Erigeron greenii</i> )	—/—/1B.2	Serpentine grassland	<u>None</u> : No serpentine exists onsite.
Holly-leaved ceanothus, ( <i>Ceanothus purpureus</i> )	—/—/1B.2	Chaparral	<u>None</u> : No chaparral exists onsite.
Konocti manzanita ( <i>Arctostaphylos manzanita</i> ssp. <i>elegans</i> )	—/—/1B.3	Chaparral, foothill woodland	<u>None</u> : No chaparral exists onsite.
Legenere ( <i>Legenere limosa</i> )	—/—/1B.1	Freshwater wetland, valley grassland	<u>Medium</u> : Some wetland habitat exists onsite.
Marsh microseris ( <i>Microseris paludosa</i> )	—/—/1B.2	Northern coastal scrub	<u>Low</u> : No scrub habitat exists onsite.
North Coast semaphore grass ( <i>Pleuropogon hooverianus</i> )	—/—/1B.1	Freshwater wetland, vernal pools	<b>Low</b> : Some wetland habitat exists onsite. No vernal pools onsite.
Oval-leaved viburnum ( <i>Viburnum ellipticum</i> )	—/—/2B.3	Chaparral	<u>None</u> : No chaparral exists onsite.
Pappose tarplant ( <i>Centromadia parryi</i> ssp. <i>parryi</i> )	—/—/1B.2	Grassland, chaparral	<u>None</u> : No chaparral exists onsite.
Peruvian dodder ( <i>Cuscuta obtusiflora</i> var. <i>glandulosa</i> )	—/—/1B.2	Grassland, chaparral	<u>Low</u> : Parasitic plant, typical host plants not known from the property.

Taxon	Status <sup>1</sup> Fed/State/CNPS	Habitat	Potential to Occur Within the Project Area
Pitkin Marsh lily ( <i>Lilium pardalinum</i> ssp. <i>pitkinense</i> )	FE/SE/1B.1	Freshwater wetlands	<u>Medium</u> : Some wetlands exist on the project site.
Pitkin Marsh paintbrush ( <i>Castilleja uliginosa</i> )	FE/SE/1A	Freshwater wetlands	<u>Low</u> : Only known from Pitkin Marsh, about 1 mile west of the project site. Presumed extinct.
<b>Point Reyes checkerbloom</b> ( <i>Sidalcea calycosa</i> ssp. <i>rhizomata</i> )	—/—/1B.2	<b>Coastal salt marsh</b>	<b><u>None</u>: No salt marsh habitat exists onsite.</b>
Rincon Ridge ceanothus ( <i>Ceanothus confusus</i> )	—/—/1B.1	Chaparral	<u>None</u> : No chaparral exists onsite.
Rincon Ridge manzanita ( <i>Arctostaphylos stanfordiana</i> ssp. <i>decumbens</i> )	—/—/1B.1	Chaparral	<u>None</u> : No chaparral exists onsite.
Round-headed beaked-rush ( <i>Rhynchospora globularis</i> )	—/—/2B.1	Freshwater wetlands, riparian	<u>Medium</u> : Some wetland habitat exists onsite.
<b>Saline clover</b> ( <i>Trifolium hydrophilum</i> )	—/—/1B.2	<b>Wetland, riparian</b>	<b><u>Medium</u>: Some wetland habitat exists onsite.</b>
Sebastopol meadowfoam ( <i>Limnanthes vincularis</i> )	FE/SE/1B.1	Freshwater wetland, vernal pools	<u>Low</u> : Some wetland habitat exists onsite. No vernal pool habitat exists onsite.
<b>Sonoma alopecurus</b> ( <i>Alopecurus aequalis</i> var. <i>sonomensis</i> )	FE/—/1B.1	<b>Freshwater wetland, vernal pools</b>	<b><u>Low</u>: Some wetland habitat exists onsite. No vernal pool habitat exists onsite.</b>
Sonoma spineflower ( <i>Chorizanthe valida</i> )	—/—/1B.1	Coastal prairie	<u>Very low</u> : This species prefers undisturbed coastal grasslands.
Sonoma Sunshine ( <i>Blennosperma bakeri</i> )	—/—/1B.1	Valley grassland, freshwater wetland	<u>Very low</u> : Some grassland habitat exists.
Swamp harebell ( <i>Campanula californica</i> )	—/—/1B.2	Coastal prairie, freshwater wetlands	<u>Low</u> : Some wetlands exist on site, although this species prefers coastal habitats.
Thin-lobed horkelia ( <i>Horkelia tenuiloba</i> )	—/—/1B.2	Chaparral	<u>None</u> : No chaparral habitat exists onsite.

Taxon	Status <sup>1</sup> Fed/State/CNPS	Habitat	Potential to Occur Within the Project Area
Thurber's reed grass ( <i>Calamagrostis crassiglumis</i> )	—/—/2B.1	Coastal scrub, freshwater wetland	<u>Very low</u> : Some wetland habitat exists onsite, although this species prefers coastal habitats.
Two-fork clover ( <i>Trifolium amoenum</i> )	—/—/1B.1	Grassland, wetland	<u>Low</u> : A small amount of disturbed grassland exists onsite.
Vine Hill ceanothus ( <i>Ceanothus foliosus</i> var. <i>vineatus</i> )	—/—/1B.1	Chaparral	<u>None</u> : No chaparral exists in the project area.
Vine Hill clarkia ( <i>Clarkia imbricata</i> )	FE/SE/1B.1	Chaparral, grassland	<u>Very Low</u> : No chaparral exists in the project area.
Vine Hill manzanita ( <i>Arctostaphylos densiflora</i> )	—/SE/1B.1	Chaparral	<u>None</u> : No chaparral exists in the project area.
Western leatherwood ( <i>Dirca occidentalis</i> )	—/—/1B.2	Foothill woodland, chaparral	<u>Low</u> : Some appropriate habitat exists onsite.
White beaked-rush ( <i>Rhynchospora alba</i> )	—/—/2B.2	Wetlands, riparian	<u>Medium</u> : Some wetland habitat exists onsite.
Woolly headed gilia ( <i>Gilia capitata</i> ssp. <i>tomentosa</i> )	—/—/1B.1	Coastal prairie	<u>Very Low</u> : Some grassland habitat exists onsite, although it is highly degraded.
Fish			
Coho Salmon Central California Coast ESU ( <i>Oncorhynchus kisutch</i> )	FE/SE/—	Freshwater streams, open ocean and estuaries	<u>Very Low</u> : Ebabias Creek is slow and muddy and not suitable for this species although connection with the ocean makes it possible for this species to reach this site.
Steelhead Central California Coast DPS ( <i>Oncorhynchus mykiss irideus</i> )	FT/—/—	Freshwater streams, open ocean and estuaries	<u>Very Low</u> : Ebabias Creek is slow and muddy and not suitable for this species although connection with the ocean makes it possible for this species to reach this site.

Taxon	Status <sup>1</sup> Fed/State/CNPS	Habitat	Potential to Occur Within the Project Area
Steelhead Northern California DPS ( <i>Oncorhynchus mykiss irideus</i> )	FT/—/—	Freshwater streams, open ocean and estuaries	<u>Very Low</u> : Ebabias Creek is slow and muddy and not suitable for this species although connection with the ocean makes it possible for this species to reach this site.
Tidewater goby ( <i>Eucyclogobius newberryi</i> )	FE/SSC/—	Brackish coastal lagoons and streams	<u>None</u> : No brackish coastal lagoons exist in the project area.
Amphibians & Reptiles			
California giant salamander ( <i>Dicamptodon ensatus</i> )	—/SSC/—	Wetlands and riparian areas	<u>Low</u> : Some suitable habitat exists onsite. No individuals observed during site visit. Estivation sites may exist in grasslands.
California red-legged frog ( <i>Rana draytonii</i> )	FT/SSC/—	Vernal pools, seasonal pools, stock ponds, and associated grasslands	<u>Low</u> : Some suitable habitat exists onsite. No individuals observed during site visit. Estivation sites may exist in grasslands.
California tiger salamander ( <i>Ambystoma californiense</i> )	FT/SSC/—	Ponds, streams, drainages, and associated uplands	<u>Low</u> : Some suitable habitat exists onsite. No individuals observed during site visit. Estivation sites may exist in grasslands.
Foothill yellow-legged frog ( <i>Rana boylei</i> )	—/SSC/—	Wetlands, riparian, streams and ponds	<u>Very Low</u> : No suitable habitat in project area, although estivation sites may exist in grasslands.
Western pond turtle ( <i>Emys marmorata</i> )	—/SSC/—	Slow-moving creeks, streams, ponds, rivers, ditches; needs sandy banks and open grassy fields for egg laying	<u>Very Low</u> : Some wetland habitat exists on site, but no pools that are preferred by this species.
Invertebrates			
California freshwater shrimp ( <i>Syncaris pacifica</i> )	FE/SE/—	Freshwater ponds, streams	<u>None</u> : No suitable habitat exists on the project site.



Taxon	Status <sup>1</sup> Fed/State/CNPS	Habitat	Potential to Occur Within the Project Area
Myrtle silverspot butterfly ( <i>Speyeria zerene myrtleae</i> )	FE/SSC/—	Coastal prairie, chaparral	<b>None:</b> Requires western dog violet for reproduction.
Obscure bumble bee ( <i>Bombus caliginosus</i> )	—/SSC/—	Grassland, foothill woodland, chaparral	<b>Very Low:</b> Some suitable nesting habitat exists. Not observed during site visit.
Western bumblebee ( <i>Bombus occidentalis</i> )	—/SSC/—	Upland areas near vernal pools	<b>Very Low:</b> Few appropriate foraging plants exist onsite, and nesting habitat is of poor quality.
Vernal pool adrenid bee ( <i>Andrena blennospermatis</i> )	—/SSC/—	Upland areas near vernal pools	<b>None:</b> No vernal pools exist on or near the project site.
Birds			
American peregrine falcon ( <i>Falco peregrinus anatum</i> )	FSC/CFP/—	Forages in open grasslands, nests in trees	<b>Very Low:</b> No suitable nesting or foraging habitat exists.
Tricolored blackbird ( <i>Agelaius tricolor</i> )	—/SSC/—	Forages in grasslands and nests in dense freshwater marshes	<b>Low:</b> No suitable nesting habitat exists. Limited foraging habitat exists.
Western yellow-billed cuckoo ( <i>Coccyzus americanus occidentalis</i> )	—/SE/—	Woodland, riparian	<b>Very Low:</b> No suitable nesting habitat exists. Very little suitable foraging habitat exists.
White-tailed kite ( <i>Elanus leucurus</i> )	—/CFP/—	Prefers to nest in marshes adjacent to deciduous forests.	<b>Very Low:</b> No suitable nesting or foraging habitat exists.
Mammals			
American badger ( <i>Taxidea taxus</i> )	—/SSC/—	Open grassland habitats with plenty of prey. Prefers complex topography for burrows and cover.	<b>Very Low:</b> Insufficient grassland habitat exists for this territorial animal. Little habitat complexity exists onsite for cover.

Taxon	Status <sup>1</sup> Fed/State/CNPS	Habitat	Potential to Occur Within the Project Area
Big free-tailed bat ( <i>Nyctinomops macrotis</i> )	—/SSC/—	Forages over open areas, roots in trees or caves	<u>Very Low</u> : Suitable foraging habitat available. No individuals observed during 2017 surveys.
Burrowing owl ( <i>Athene cunicularia</i> )	—/SSC/—	Forages over open areas, nests in grasslands	<u>Very Low</u> : Some suitable foraging and nesting habitat available. No individuals observed during 2017 surveys.
Pallid bat ( <i>Antrozous pallidus</i> )	—/SSC/—	Common in open dry habitats with rocky areas for roosting. Roosts in caves or buildings and forages in open habitats	<u>Very Low</u> : Foraging habitat exists, but no suitable roosts in the project area. No individuals observed during 2017 surveys.
Hoary bat ( <i>Lasiurus cinereus</i> )	—/SSC/—	Forages over open areas, roots in trees or caves at high altitude.	<u>Very Low</u> : Foraging limited to high altitudes and no suitable roosts in the project area. No individuals observed during 2017 surveys.
Red bellied newt ( <i>Taricha rivularis</i> )	—/SSC/—	Woodland streams, riparian corridors	<u>Medium</u> : Perennial streams and wetlands are required for this species.
Sonoma tree vole ( <i>Arborimus pomo</i> )	—/SSC/—	Lives in old-growth Douglas Fir canopies	<u>None</u> : No appropriate habitat exists onsite.
Townsend's big-eared bat ( <i>Corynorhinus townsendii</i> )	—/SSC/—	Hibernate in mines or caves, roost in man made structures and caves, forages at night.	<u>None</u> : Few man-made structures or caves exist onsite that are suitable for roosting. Some habitat for foraging exists.
Western red bat ( <i>Lasiurus blossevillei</i> )	—/SSC/—	Forages over open areas, roots in trees or caves at high altitude.	<u>Very Low</u> : No suitable nesting habitat exists, some suitable foraging habitat exists.

Taxon	Status <sup>1</sup> Fed/State/CNPS	Habitat	Potential to Occur Within the Project Area
Habitats			
Coastal & Valley Freshwater Marsh (CVFM)	—	—	<u>None</u> : No marsh habitat onsite.
Coastal Brackish Marsh (CVFM)	—	—	<u>None</u> : No brackish marshes exist onsite.
Northern Hardpan Vernal Pool (NHVP)	—	—	<u>None</u> : No wetland or vernal pool habitat exists onsite.

<sup>1</sup> Status:

Federal

FE = Federally Endangered Species

FT = Federally Threatened Species

State

SE = State Endangered Species

ST = State Threatened Species

SR = State Rare (applies to plants only)

SSC = California Species of Special Concern

CFP = California Fully Protected Species

CNPS (applies to plants only)

List 1B = plants considered rare, threatened, or endangered in California and elsewhere

List 2B = plants rare, threatened or endangered in California, but more common elsewhere

<sup>2</sup> USFWS

## APPENDIX B: SPECIES ENCOUNTERED

Plants
<i>Alisma triviale</i>
<i>Amaranthus deflexus</i>
<i>Avena barbata</i>
<i>Baccharis pilularis</i>
<i>Bromus diandrus</i>
<i>Bromus hordeaceus</i>
<i>Capsicum</i> spp.
<i>Carduus pycnocephalus</i>
<i>Chenopodium album</i>
<i>Cirsium vulgare</i>
<i>Collinsia heterophylla</i>
<i>Conium maculatum</i>
<i>Convolvulus arvensis</i>
<i>Cornus sericea</i>
<i>Croton setiger</i>
<i>Cucumis sativus</i>
<i>Cyperus eragrostis</i>
<i>Dactylis glomerata</i>
<i>Daucus carota</i>
<i>Dipsacus fullonum</i>
<i>Eucalyptus</i> spp.
<i>Festuca myuros</i>
<i>Festuca perennis</i>
<i>Geranium molle</i>
<i>Helminthoteca echioides</i>
<i>Holcus lanatus</i>
<i>Hordeum murinum</i>
<i>Hypochaeris glabra</i>
<i>Juncus effusus</i>

<i>Lepidium didymum</i>
<i>Lysimachia arvensis</i>
<i>Lythrum hyssopifolia</i>
<i>Mentha pulegium</i>
<i>Mentha spicata</i>
<i>Phalaris aquatica</i>
<i>Pinus radiata</i>
<i>Plantago major</i>
<i>Polypogon monspeliensis</i>
<i>Potentilla anserina</i>
<i>Prunus avium</i>
<i>Raphanus sativus</i>
<i>Rubus armeniacus</i>
<i>Rumex acetosella</i>
<i>Rumex crispus</i>
<i>Salix lasiandra</i>
<i>Salix lasiolepis</i>
<i>Solanum lycopersicum</i>
<i>Sonchus asper</i>
<i>Sonchus asper</i>
<i>Stachys ajugoides</i>
<i>Trifolium hirtum</i>
<i>Trifolium subterraneum</i>
<i>Typha latifolia</i>
<i>Vicia hirsuta</i>
<b>Animals</b>
<i>Batrachoseps attenuatus</i>
<i>Microtus californicus</i>
<i>Sceloporus occidentalis</i>
<i>Thomomys bottae</i>

Star Trail Naturals California  
1400 Freestone Valley Ford Rd.  
Bodega, CA (unincorporated)

## WASTE MANAGEMENT PLAN

Star Trail Naturals California's Operator anticipates producing multiple streams of solid waste, including:

1. Human solid waste or garbage
2. Recyclable solid waste
3. Commodity Cannabis Green Waste
4. Non-Commodity cannabis green waste
5. Cultivation-originated non-cannabis solid waste
6. Cultivation-originated recycleable non-cannabis solid waste
7. Cultivation-originated reusable solid waste
8. Universal solid wastes. In addition liquid waste may be produced. All solid and liquid wastes will be in compliance with SCAWM BMPs and County of Sonoma standards

1. Human Solid Waste or Garbage
  - a. Storage: All generated human garbage will be stored in containers with lids with locking mechanisms to ensure no tampering. At no time will any garbage be stored outside of lidded containers.
  - b. Handling: All personnel will be trained in proper identification, sorting, and storage BMP's.
  - c. Disposal: During the grow season, once per week (or as needed) the operator or employees or contractor will transport the garbage to the Sonoma County Central Disposal site for proper disposal.
2. Recyclable Solid Waste
  - a. Storage: All generated recyclable solid waste such as cardboard, glass, aluminum, plastic, and other locally recyclable materials will be placed in large lidded containers.
  - b. Handling: All personnel will be trained in proper identification, sorting, and storage BMP's.
  - c. Disposal: During the grow season, once per week (or as needed) the operator or employees or contractor will transport the recyclable material to the Sonoma County Central Disposal site for proper disposal.
3. Commodity Cannabis green waste
  - a. Storage: Commodity valued waste will be placed in locked harvest storage area to await final disposition with State Track and Trace protocols and local tax and crop loss reporting.
  - b. Handling: Proper and strict procedures and training will be in place to follow State and Local protocols and procedures.

- c. Disposal: Once reporting protocols are met, the waste will be disposed of according to state and local protocols and procedures.
- 4. Non-Commodity Cannabis green waste: Non-sellable rootballs, stalks, sticks, stems, trimmings, and leaves
  - a. Storage: Non-commodity cannabis will be temporarily stored in harvest storage area until processing is performed.
  - b. Handling: Processing will consist of chipping, grinding, cutting, or otherwise breaking down the waste. At that point the processed material will be added to the green waste compost pile, or applied as mulch to the cannabis cultivation.
  - c. Disposal: No disposal is anticipated at this time as all material will either be composted or mulched.
- 5. Cultivation-originated Non-Cannabis Solid Waste: This waste is anticipated to be containers/packaging of amendments, nutrients/fertilizers, planting containers, plastic bags, and other containers. The waste will either be designated as garbage or recyclable material. Please see items 1 and 2 for details on the storage, handling, and disposal procedures.
- 6. Universal Waste:
  - a. Storage: These waste will be stored in locked hazardous material lockers located within the locked premises.
  - b. Handling: All personnel will be trained in proper identification, sorting, and storage BMP's for universal waste. Sonoma County Waste Management Agency procedures will be referred and adhered to.
  - c. Disposal: As needed, the operator or employee will transport the material to the Sonoma County Household Hazardous Facility at the Central Disposal for drop-off.
    - i. Note: if required, the Operator will obtain an EPA ID Number to dispose of universal waste in small quantities as a business.

The Operator will monitor all waste storage, handling, and disposal activities on a daily basis.

Star Trail Naturals California  
1400 Freestone Valley Ford Rd.  
Bodega, CA

### Fire Prevention Plan

Star Trail Naturals California will implement this Fire Prevention Plan for construction and ongoing operations.

Vegetative Management Per SCFC 13A-4(b), a 10-foot buffer surrounding the cultivation site will be maintained in the grassland will be mowed to 4 inches.

#### Fire Break Maintenance Around All Structures

1. Flammable vegetation and other combustible growth within 10 feet of neighboring structures and roadway frontage will be removed.
2. Dead and dying vegetation within 10 feet of neighboring structures and roadway frontage will be removed.
3. Grass and combustible vegetation within 10 feet of neighboring structures and roadway frontage will be mowed to less than 4" in height.
4. All trees within ten feet of neighboring structures and roadway frontage will be pruned to at least six feet above grade.
5. Combustible material will be removed from the premises.

Fire extinguishers are placed at strategic locations throughout the premises with visible signage. At least 2,500 gallons of water will always be maintained for fire suppression.

The operator will monitor all security and fire protocols.



Star Trail Naturals California  
1400 Freestone Valley Ford Rd.  
Bodega, CA

#### WASTEWATER DISCHARGE PLAN

Star Trail Naturals California Operator will be using two techniques to water the cannabis cultivation: Hand watering with hose, and drip/minisprayer irrigation. All plants will be in ground, in containers above ground, or in garden beds above ground.

Wastewater from the cultivation area is not anticipated. Excess watering or irrigation is not anticipated.

The operator expects a limited volume of domestic wastewater will be produced by operators, contractors, and employees. A temporary and fully serviced portable ADA restroom and handwash station will be used. It will be serviced by the licensed vendor on a regular basis, at least weekly during harvest season, and at least monthly during the offseason. The licensed vendor will empty, haul, and dispose of all black water when it services the restroom and handwash station. Operator plans to use any gray water to water non-edible, non-commercial plants and trees along the perimeter of the site. As an alternative, the licensed vendor may empty, haul, and dispose of gray water.

Amount of wastewater anticipated:	0
Amount of Excess Irrigation anticipated:	0
Amount of Domestic Wastewater Anticipated:	<100 gallons/week
Wastewater Disposal:	Licensed wastewater disposal vendor

The operator will monitor irrigation (water application) on a plant by plant basis, and domestic wastewater on a weekly basis.

Star Trail Naturals  
1400 Valley Ford Freestone Rd.  
Bodega, California

### **LOCAL PREFERENCE HIRING PLAN**

Star Trail Naturals Operator will implement this Local Preference Hiring Plan when interviewing and hiring employees. The Operator's goal is to maintain a workforce that is at least 50% local.

The Operator will use the local preference established in Sonoma County Ordinance 6189 for priority processing. All employees must be 21 years of age.

For qualified employees, which is based upon merit, experience, and abilities, the Operator will provide a preference to those potential employees who have lived in Sonoma County prior to January 1, 2016.

Evidence of residency will include, but is not limited to:

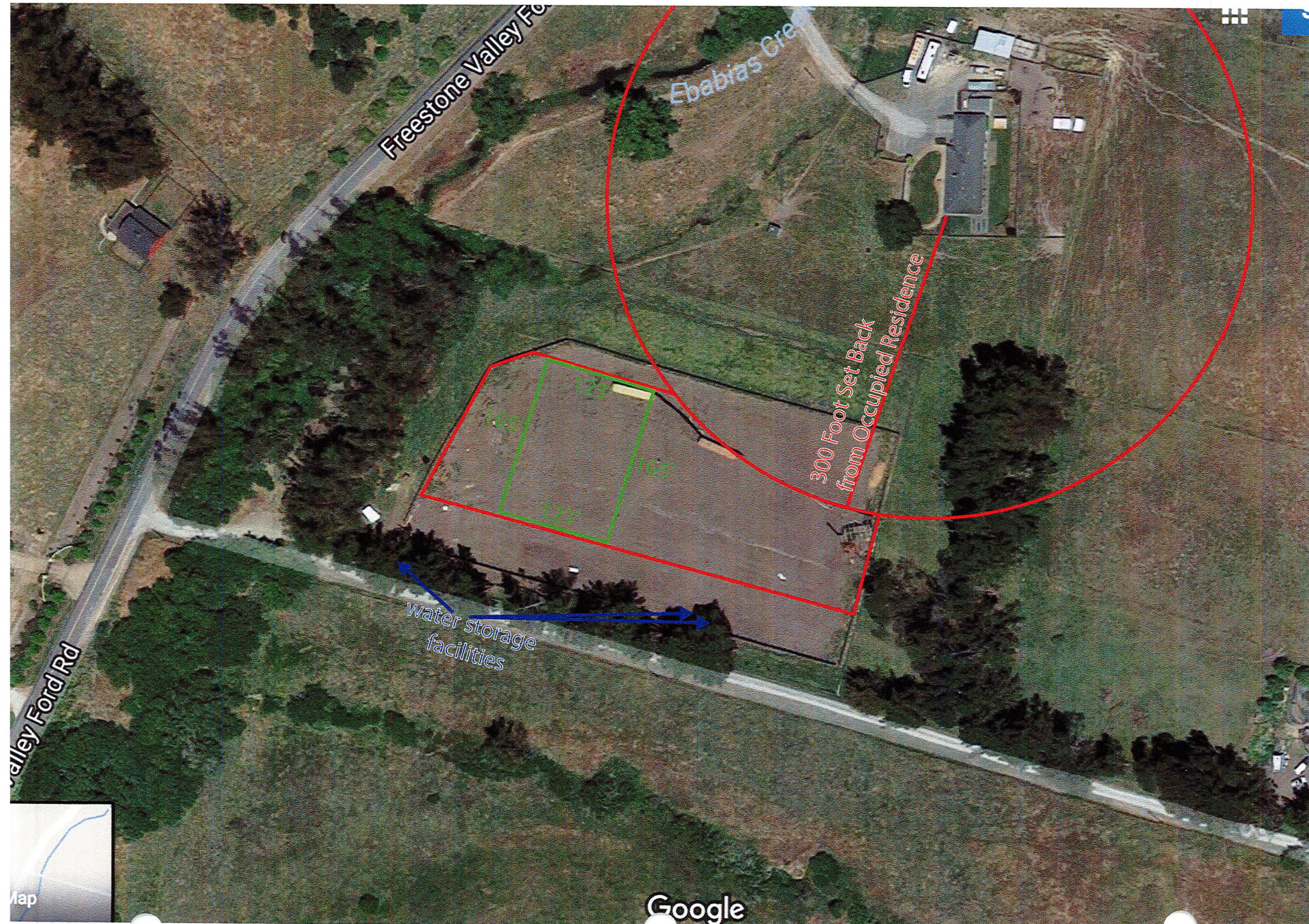
1. Driver's license with address
2. Voter registration
3. Utility bills
4. Previous employer statements

In addition, the Operator will typically purchase goods and services from local providers before purchasing from firms from other regions.









Freestone Valley Fo

Ebabias Cree

300 Foot Set Back  
from Occupied Residence

water storage  
facilities

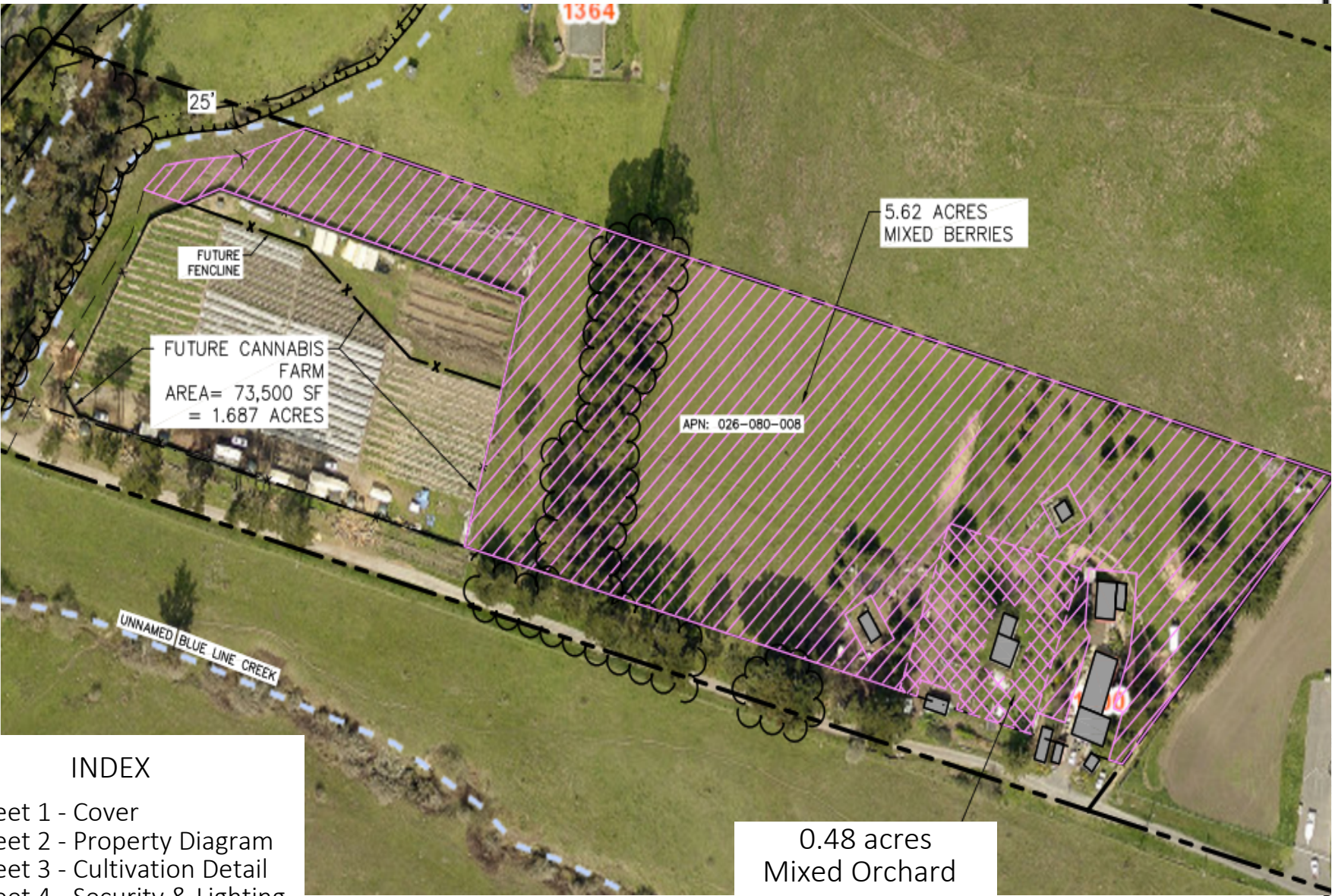
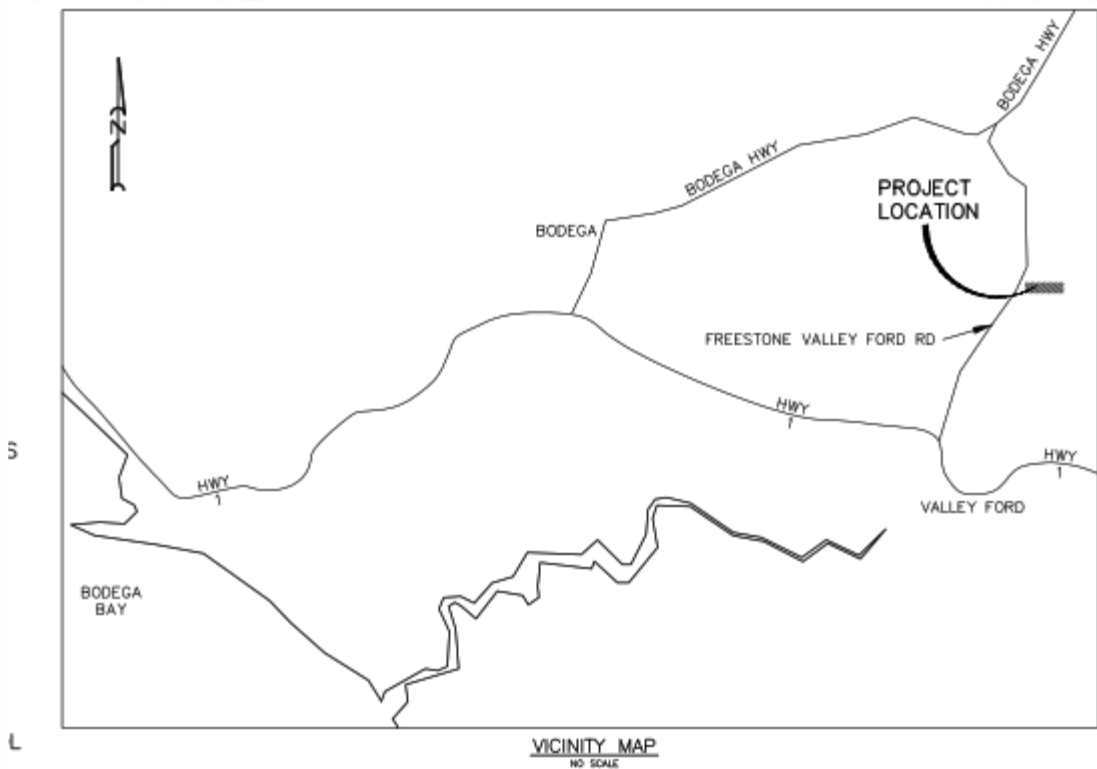
Valley Ford Rd

Google





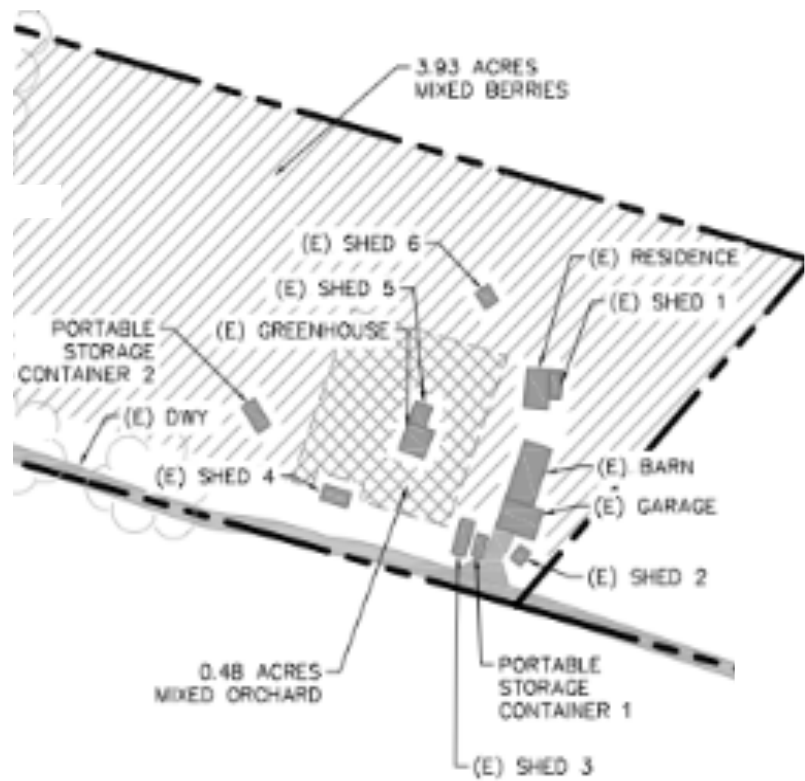
SITE PLAN - STAR TRAILS NATURALS CALIFORNIA



INDEX

- Sheet 1 - Cover
- Sheet 2 - Property Diagram
- Sheet 3 - Cultivation Detail
- Sheet 4 - Security & Lighting

Property Map - Parcel APN 026-080-008

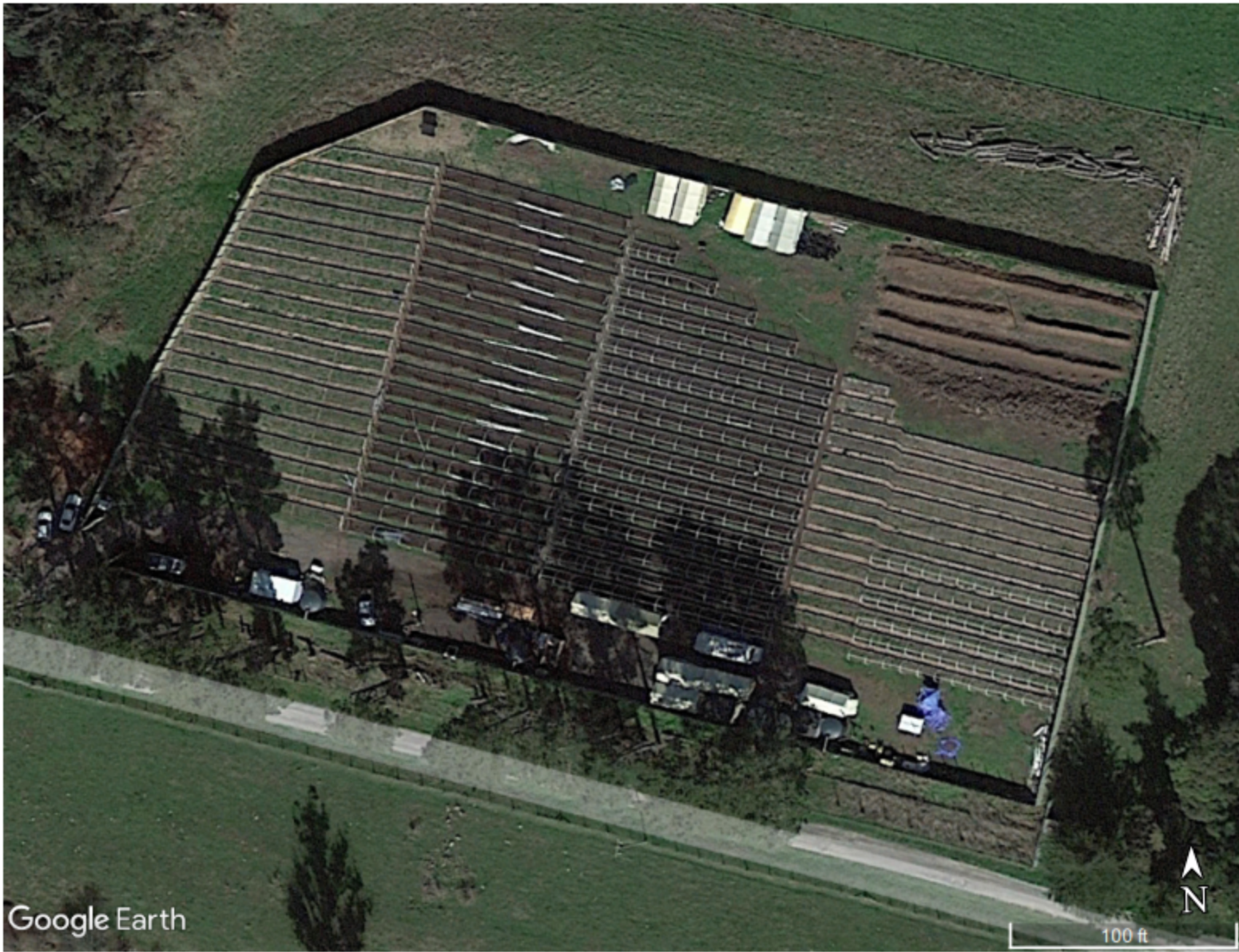


Parcel Diagram Illustrating Existing Structures

WEST & ASSOCIATES ENGINEERS, INC. - VACAVILLE			
Project: Cannabis Cultivation Permit Site Plan	Date: 10/22	Cover Sheet	
Location: 1400 Freestone Valley Ford Road	Scale: NA		
Project No.: 22-33	Drawn By: BWW	SHEET NUMBER 1 of 5	
Approved By: BWW			



SITE PLAN - STAR TRAILS NATURALS CALIFORNIA

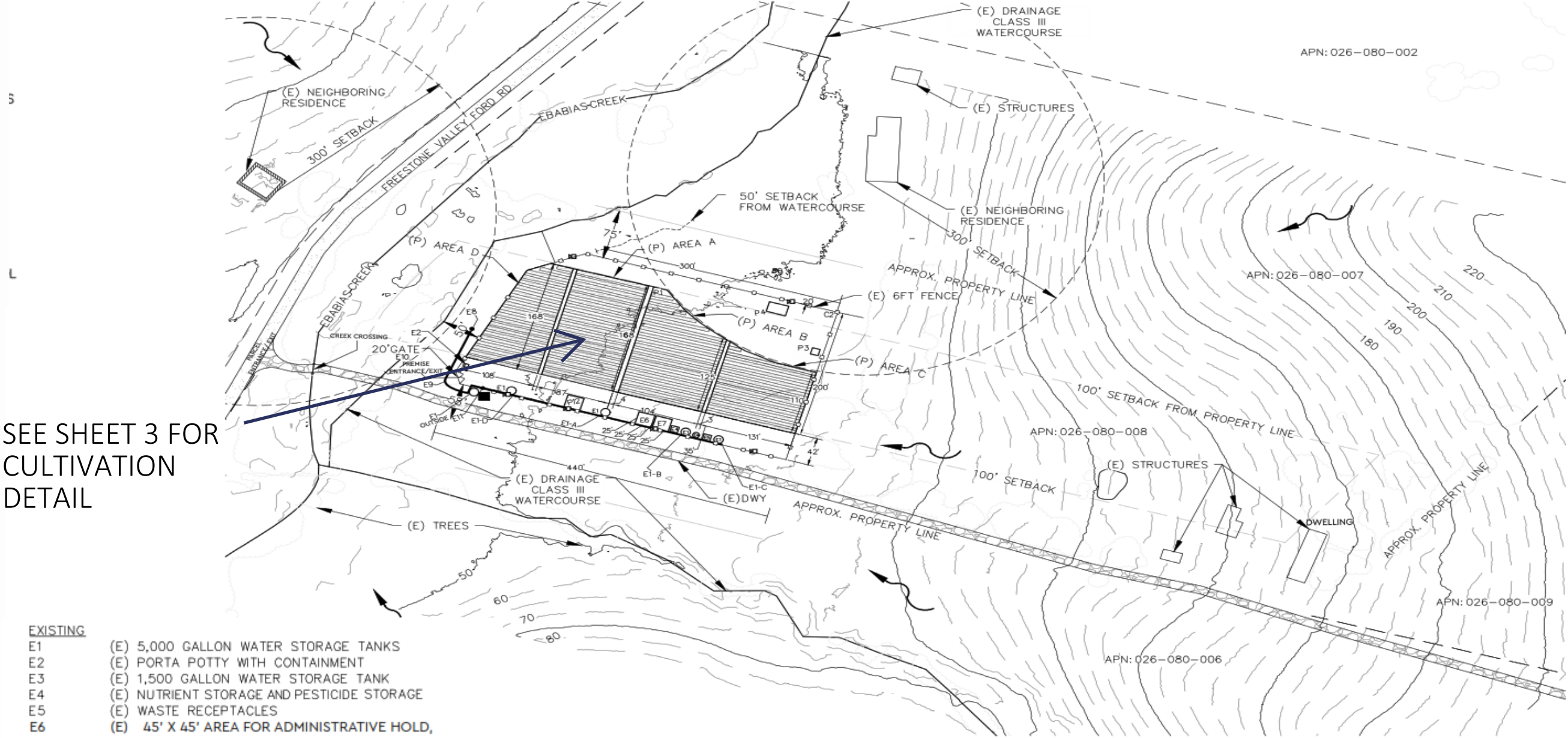


AERIAL IMAGE  
CANNABIS PREMISES

WEST & ASSOCIATES ENGINEERS, INC. - VACAVILLE			
Project: Cannabis Cultivation Permit Site Plan		Date: 10/22	AERIAL VIEW
Location: 1400 Freestone Valley Ford Road		Scale: NA	
Project No.: 22-33		Drawn By: BWW	SHEET NUMBER 2 of 5
Approved By: BWW			



SITE PLAN - STAR TRAILS NATURALS CALIFORNIA  
1400 FREESTONE VALLEY FORD ROAD  
UNINCORPORATED SONOMA COUNTY



SEE SHEET 3 FOR  
CULTIVATION  
DETAIL

EXISTING

- E1 (E) 5,000 GALLON WATER STORAGE TANKS
- E2 (E) PORTA POTTY WITH CONTAINMENT
- E3 (E) 1,500 GALLON WATER STORAGE TANK
- E4 (E) NUTRIENT STORAGE AND PESTICIDE STORAGE
- E5 (E) WASTE RECEPTACLES
- E6 (E) 45' X 45' AREA FOR ADMINISTRATIVE HOLD, HARVEST STORAGE, AND PACKAGING AREA, PESTICIDE AND NUTRIENT STORAGE
- E8 GROUNDWATER WELL 38.20362, -122.5567
- E9 WATER LINE FROM SOURCE TO STORAGE
- E10 ENTRANCE TO
- E11 WATER PUMP
- E1-OUTSIDE 5,000 GALLON WATER TANK 38.339012, -122.917529
- E1-D 5,000 GALLON WATER TANK 38.338820, -122.916460
- E1-A 5,000 GALLON WATER TANK 38.338294, -122.916361
- E1-B 5,000 GALLON WATER TANK 38.338820, -122.916361
- E1-C 5,000 GALLON WATER TANK 38.338794, -122.916361
- E3 1,500 GALLON WATER TANK 38.338806, -122.91643

WEST & ASSOCIATES ENGINEERS, INC. - VACAVILLE			
Project:	Cannabis Cultivation Permit Site Plan	Date:	10/22
Location:	1400 Freestone Valley Ford Road	Scale:	NA
Project No.:	22-33	Drawn By:	BWW
Approved By:	BWW	REV	DEC 2023
		PROPERTY DIAGRAM	
		SHEET NUMBER 3 of 5	

CULTIVATION AREA DETAIL  
1400 FREESTONE VALLEY FORD ROAD  
UNINCORPORATED SONOMA COUNTY

APN 026=080-008

TOTAL PREMISES AREA: 73,326 sq ft

NOTE: All Cultivation Beds are 6 ft wide separated by 3 ft wide aisles

Cultivation Area Perimeter  
(Surrounded by 6' wood slat  
fence with 1' baseboard)

Compost  
Area  
40' x 40'  
1,600 sq ft

Included in  
Premises Area

Locking Swing  
Out Man gate

Raised Outdoor Cannabis  
Cultivation Beds - 18 Total  
Max 10,000 sq ft Mature  
Canopy This Garden

Raised Outdoor Cannabis  
Cultivation Beds - 14 Total  
Max 10,000 sq ft Mature  
Canopy This Garden

Groundwater Supply Well

Underground  
Water Supply  
Pipeline

Raised Outdoor Cannabis  
Cultivation Bed - 19 Total  
Max 10,000 sq ft Mature  
Canopy This Garden

Raised Outdoor Cannabis  
Cultivation Beds - 19 Total  
Max 10,000 sq ft Mature  
Canopy This Garden

Premises Entrance &  
Exit - Locking Gate

Locking Gate

LEGEND

- Restroom
- Cultivation Bed
- Water Storage Tank\*
- 10x12 Hazmat Shed

\* 5,000 gal capacity

Groundwater Well: 38.20362, -122.5567  
Water Tank 1: 38.339012, -122.917529  
Water Tank 2: 38.338820, -122.916460  
Water Tank 3: 38.338294, -122.916361  
Water Tank 4: 38.338820, -122.916361  
Water Tank 5: 38.338794, -122.916361  
Water Tank 6: 38.338806, -122.91643

S - Potential Location for Future 20' x 8' Shipping Container

Included in Premises Area  
24' x 24' (576 sq ft)

WEST & ASSOCIATES ENGINEERS, INC. - VACAVILLE

Project: Cannabis Cultivation Permit Site Plan

Date: 10/22

Cultivation  
Area Detail

Location: 1400 Freestone Valley Ford Road

Scale:

Project No.: 22-33

Drawn By: BWW

SHEET NUMBER

Approved By: BWW

Rev 12/23

4 of 5



CONFIDENTIAL SECURITY AND LIGHTING PLAN

1400 FREESTONE VALLEY FORD ROAD  
UNINCORPORATED SONOMA COUNTY

TOTAL PREMISES AREA: 73,326 sq ft

APN 026=080-008

NOTE: All Cultivation Beds are 6 ft wide separated by 3 ft wide aisles

Cultivation Area Perimeter  
(Surrounded by 6' wood slat  
fence with 1' baseboard)

Compost  
Area  
40' x 40'  
1,600 sq ft

Included in  
Premises Area

Locking Swing  
Out Man gate

Raised Outdoor Cannabis  
Cultivation Beds - 18 Total  
Max 10,000 sq ft Mature  
Canopy This Garden

Raised Outdoor Cannabis  
Cultivation Beds - 14 Total  
Max 10,000 sq ft Mature  
Canopy This Garden

Groundwater Supply Well

Underground  
Water Supply  
Pipeline

Raised Outdoor Cannabis  
Cultivation Bed - 19 Total  
Max 10,000 sq ft Mature  
Canopy This Garden

Raised Outdoor Cannabis  
Cultivation Beds - 19 Total  
Max 10,000 sq ft Mature  
Canopy This Garden

Premises Entrance &  
Exit - Locking Gate

Locking Gate

LEGEND

- Restroom
- Cultivation Bed
- Water Storage Tank\*
- 10x12 Hazmat Shed

\* 5,000 gal capacity

\* Pole Mounted Low Light Intensity  
Recording Video Camera with  
Motion Actuated Downward  
Oriented Security Light

S - Potential Location for Future 20' x 8' Shipping Container

Included in Premises Area  
24' x 24' (576 sq ft)

WEST & ASSOCIATES ENGINEERS, INC. - VACAVILLE

Project: Cannabis Cultivation Permit Site Plan

Date: 10/22

SECURITY  
& LIGHTING

Location: 1400 Freestone Valley Ford Road

Scale:

Project No.: 22-33

Drawn By: BWW

SHEET NUMBER

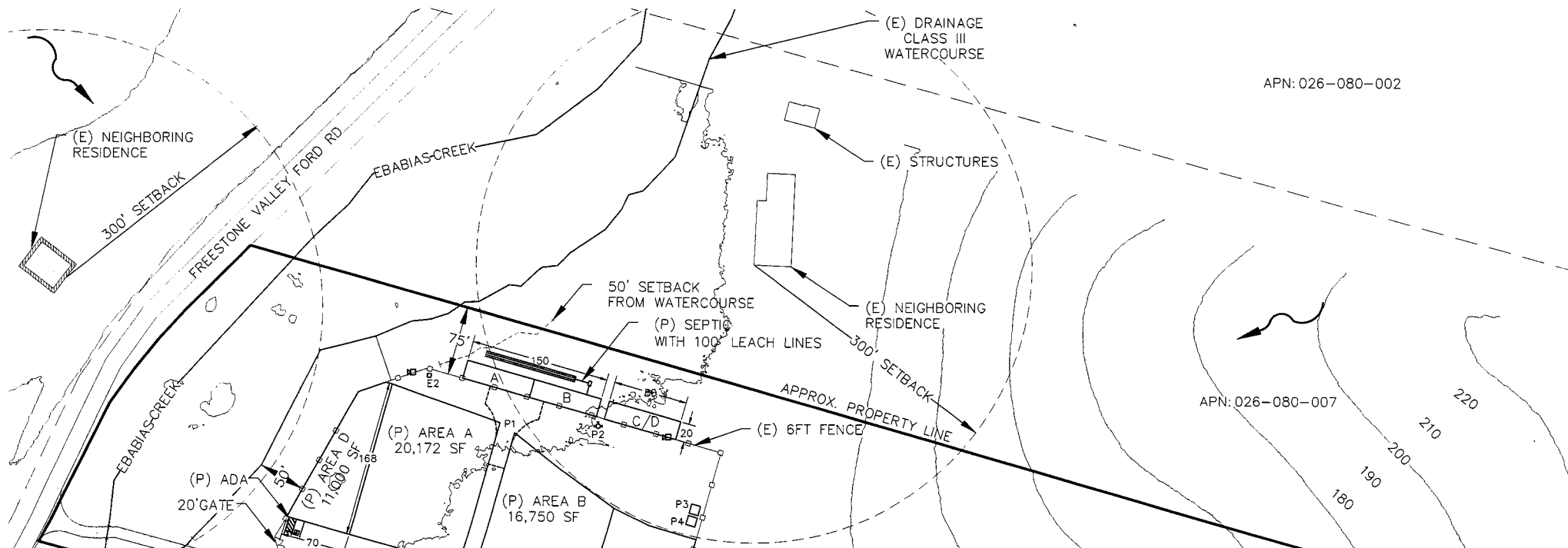
Approved By: BWW

Rev 12/23

5 of 4

# GRADING AND EROSION CONTROL PLANS

1400 FREESTONE VALLEY FORD ROAD – VALLEY FORD, CA – 94972  
APN:026-080-008-000



**From:** [Cannabis](#)  
**To:** [Shelley Janek](#)  
**Subject:** RE: Security plan approval  
**Date:** Thursday, May 31, 2018 1:16:14 PM

---

Yes, thank you. In concur with your determination.  
Amy

**Amy Lyle**

Supervising Planner  
Comprehensive Planning  
[www.PermitSonoma.org](http://www.PermitSonoma.org)  
County of Sonoma  
2550 Ventura Avenue, Santa Rosa, CA 95403  
Direct: 707-565-7389 | Office: 707-565-1900

---

**From:** Shelley Janek  
**Sent:** Friday, May 25, 2018 8:38 AM  
**To:** Amy Lyle <Amy.Lyle@sonoma-county.org>  
**Subject:** Security plan approval

Hi Amy,  
I have reviewed the Security and Fencing Plans for the following addresses and found them to be in compliance with Ordinance No. 6189, Section 26-88-254 (f) (16) Security and Fencing.  
In addition, thorough review of the parcel(s) via the Sonoma County Cannabis Site Evaluation tool, County ArcGIS layers, and Google Earth imagery have supported that the listed parcel(s) meet ordinance requirements.  
If this is sufficient for PRMD acceptance, please provide PRMD approval documentation.  
If you need additional information for review, please let me know.

Applicants:  
1400 Freestone Valley Ford Rd., Valley Ford  
2274 Wellspring Rd., Santa Rosa  
230 Gold Ridge Rd., Sebastopol

Thank you,

*Shelley Janek*  
Environmental Specialist  
Land Stewardship Division  
Sonoma County Department of Agriculture

WEST & ASSOCIATES ENGINEERS, INC.

STORM WATER MANAGEMENT PLAN

STAR TRAILS NATURALS CALIFORNIA

1400 FREESTONE VALLEY FORD ROAD

UNINCORPORATED SONOMA COUNTY

Prepared for:

Star Trails Naturals California  
Valley Ford

Prepared by:

West & Associates Engineers, Inc.  
Vacaville

December 2023

112 Pepperell Court, Vacaville, California 95688

# WEST & ASSOCIATES ENGINEERS, INC.

## 1.0 INTRODUCTION

This “Storm water Management Plan” addresses the potential for increased runoff from a rural outdoor cannabis cultivation operation in western Sonoma County. The quantity of additional runoff generated by the project, runoff patterns and management measures to mitigate flooding potential and sedimentation are described.

### 1.1 Site Characteristics

The cannabis cultivation project is located at 1400 Freestone Valley Ford road, approximately one mile west of the community of Valley Ford. The Star Trails Naturals California site is depicted on the attached Exhibit. The Cultivation Premises is 73,326 square feet in area and is located at the toe of a sloping hillside. Slopes range from a maximum of 5% at the easterly edge of the project to less than 2% at the westerly edge.

Runoff from the site makes its way to Ebabias Creek, an intermittent stream at the westerly edge of the property. Ebabias Creek flows north to south and is a tributary to the Estero Americano which eventually discharges into Bodega Bay.

### 1.2 Stormwater Generation

The project is an outdoor cannabis cultivation farm. There are no green houses or hoop houses. Cannabis plants are cultivated in open raised beds. Aisles between the beds are unpaved. Vehicle parking areas are unpaved. The only impervious surfaces created by the project are two shipping containers, each 220 square feet in size, for a total of 440 square feet.

The raised cannabis cultivation beds are permanent. There is no seasonal soil disturbance.

In summary, the only project features which create a potential for increased storm water runoff are the two shipping containers with a combined impervious surface of 440 square feet.

## WEST & ASSOCIATES ENGINEERS, INC.

### 1.3 Increase in Storm Water Runoff

The National Oceanic and Atmospheric Administration (NOAA) publishes precipitation data for the western Sonoma County region. The most recent NOAA 100 year return storm rainfall factor for the project site is 1.57 inches over a 60 minute interval.

The amount of impervious surface created by the project is 440 square feet. The 100 year storm would therefore generate 57.5 cubic feet of runoff over a 60 minute interval. This equates to approximately 1 cubic foot (or approximately 7.5 gallons) per minute.

It can therefore be concluded that the increase in storm water runoff created by the project is relatively insignificant.

### 1.4 Storm Water Flow Patterns

Runoff from the project site travels overland down hill to Ebabias Creek. There is an unpaved driveway on the south side of the project site running up the hill. A ditch relief channel on the south side of the driveway conveys runoff past the project site down to the Creek. However, the ditch relief channel does not convey any project site runoff.

Other than the channel described above, there are no natural or manmade runoff conveyance improvements on or near the project site. All runoff flow is overland.

## 2.0 STORM WATER MANAGEMENT MEASURES

The Operators of the Star Trails Naturals California cannabis cultivation project have implemented measures to retard down slope flow of storm water and to mitigate sediment transport.

Straw wattles have been deployed across the down slope side of the project site. The wattles act to delay storm water flow and also to filter sediment particles.

Gravel has been placed on open soil areas to prevent soil disturbance.

At the end of the growing season open areas are seeded with a cover crop and straw is cast on open soil areas to minimize sediment transport.

## WEST & ASSOCIATES ENGINEERS, INC.

It should be noted that there is no site activity during the rainy season. There is no vehicle, equipment or foot traffic to disturb soil surfaces and create the potential for increased sediment generation.

### 3.0 SUMMARY

The Star Trails Naturals California cannabis cultivation operation creates an insignificant increase in storm water runoff. The amount of impervious surface is only 440 square feet and during a worst case (100 year return) storm the increase in runoff is only an imperceptible 7.5 gallons per minute.

Never the less, the Star Trails Naturals California management has implemented measures to minimize storm water impacts. The measures described in this Storm Water Management Plan are effective in reducing runoff and sedimentation transport into Ebabias Creek to pre-project levels.



**WEST & ASSOCIATES  
ENVIRONMENTAL ENGINEERS**

PO Box 5891, Vacaville, CA 95696

**Legend**

o Site Location

STAR TRAILS  
NATURALS  
CALIFORNIA

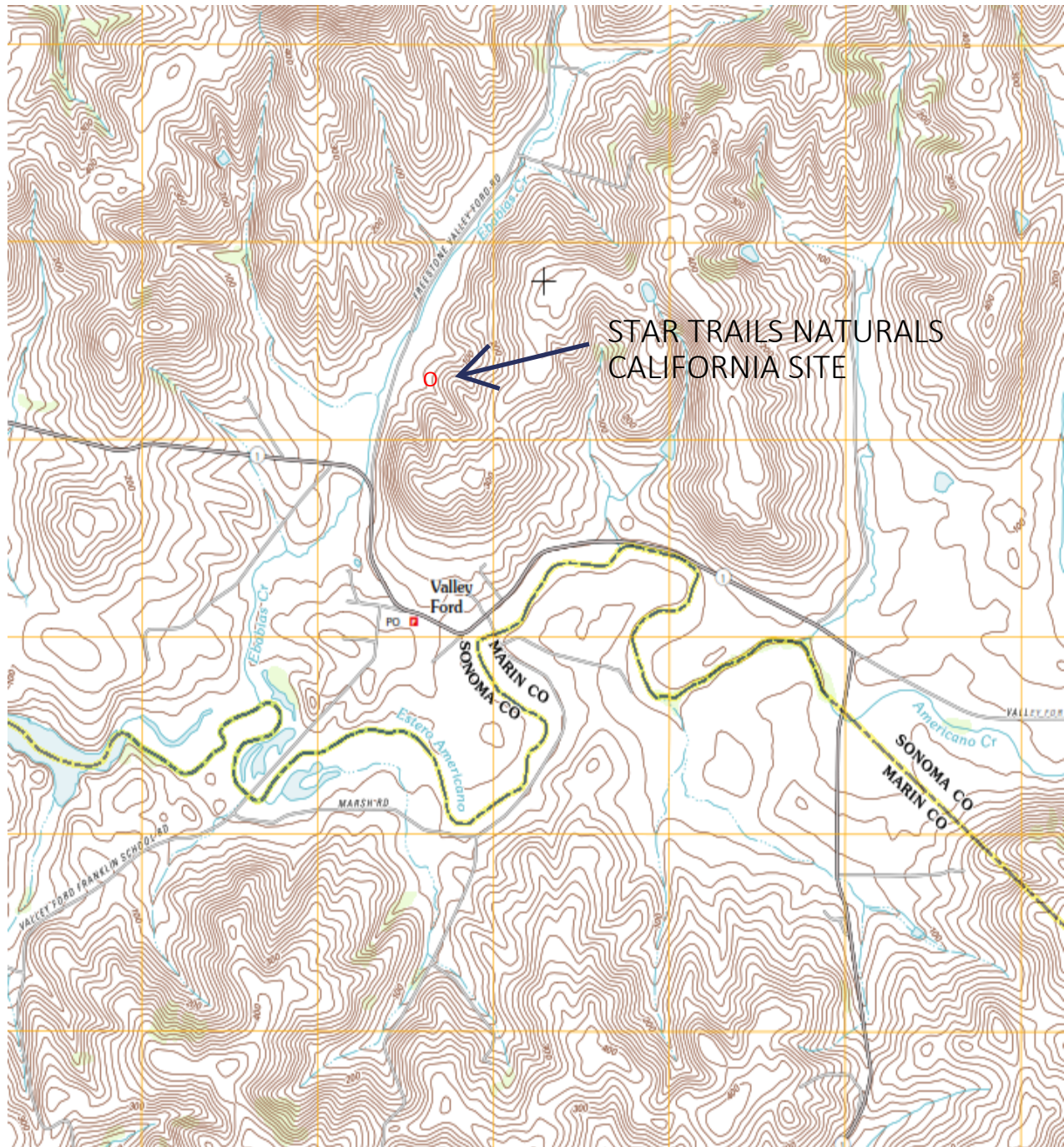
**Project Name:**

**Date:** 12/23

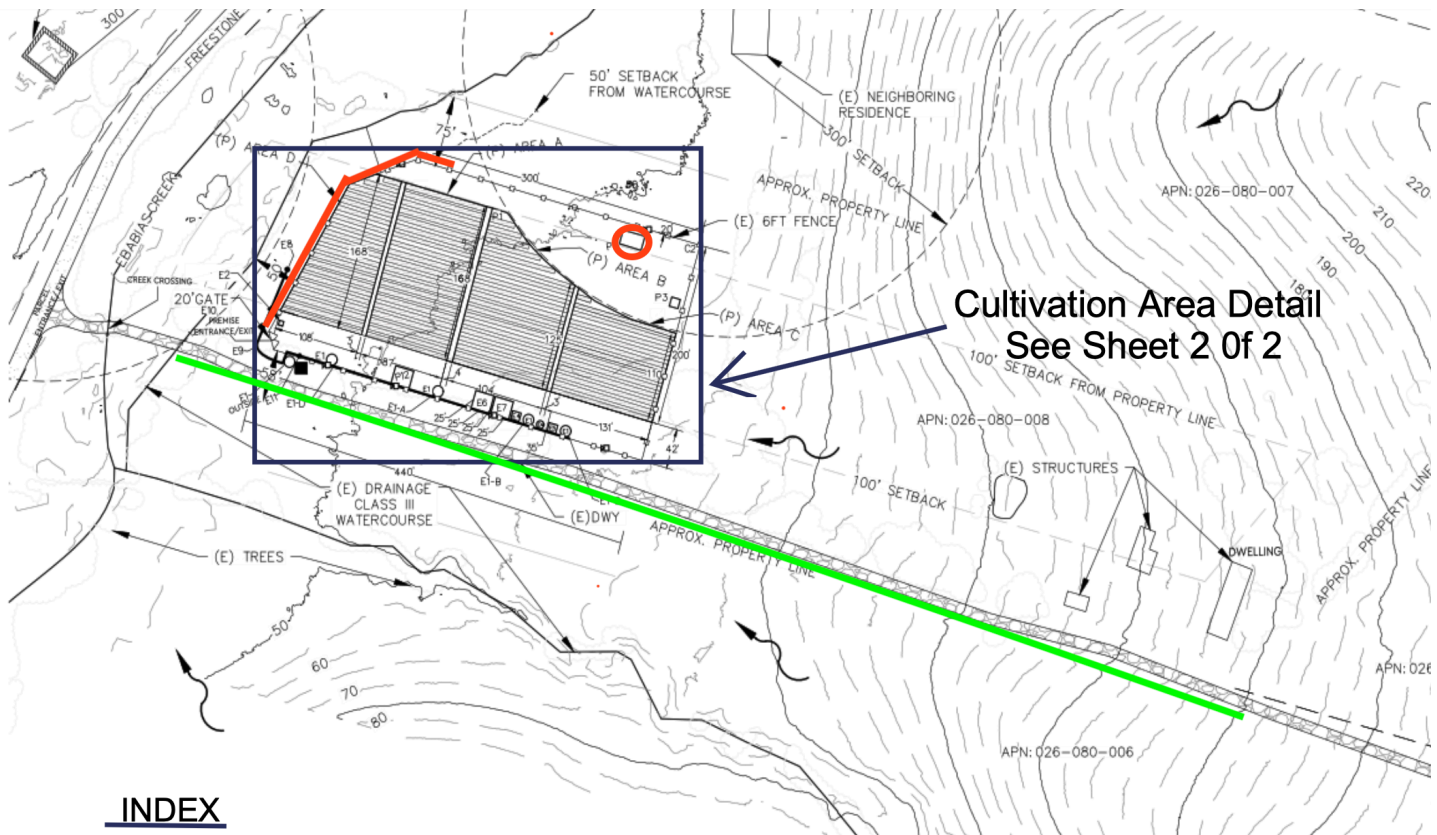
**Location:** Sonoma County

**Drawing By:** DLG

## STORM WATER MANAGEMENT PLAN







INDEX

















N C R W Q C B

AUG 29 2017

August 29, 2017  
Job No. 4020.02

North Coast Regional Water Quality Control Board  
5550 Skylane Blvd., Suite A  
Santa Rosa, CA 95403

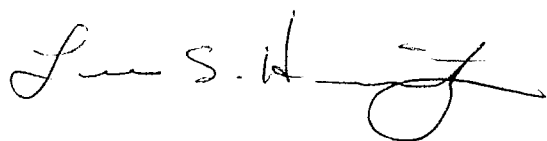
**Subject: Site Enrollment Information for RWQCB Order No. R1-2015-0023  
1400 Valley Ford Freestone Road, Valley Ford, CA (APN- 026-080-008)**

Dear Water Board:

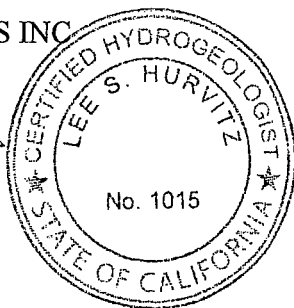
Hurvitz Environmental (*HE*) is pleased to submit this enrollment information for the North Coast Regional Water Quality Control Boards (NCRWQCB) Cannabis Cultivation Waste Discharge Program (order # R1-2015-0023) on behalf of Mr. Alexander Bohn, for the cultivation site located at 1400 Valley Ford Freestone Road in Valley Ford, California. Included in this enrollment package are the Notice of Intent Form (Appendix A), the Monitoring and Reporting Program Forms (Appendix C) and a Site Plan. In addition to the attached forms we have included this cover letter to generally outline the proposed timeline for cultivation activities and NCRWQCB compliance at the site.

The applicant is currently operating onsite with approximately 15,000 sq/ft of cultivation space. The site currently meets the standard conditions outlined in the NCRWQCB Order # R1-2015-0023. We anticipate that a Water Resource Protection Plan (WRPP) will be developed within the next 3-4 months. The WRPP will define the best management practices necessary to protect surface waters near the site from discharges of waste and from sediments caused by erosion. We will submit the required Annual Monitoring Report by March 31, 2018 and will report any changes to the sites water and soil amendment usage at that time.

Sincerely,  
HURVITZ ENVIRONMENTAL SERVICES INC.



Lee S. Hurvitz, PG#7573, CHG#1015



**I. Discharger Information**

First Name, Middle Initial

ALEXANDER S

Last Name

BOHN

**Mailing Address:**

Street

1311-A STONY CIRCLE SUITE 500

City

SANTA ROSA

State

CA

ZIP

95401

Phone Number:

707-772-6496

Email:

ALEXBOHN707@GMAIL-COM

**II. Site Information****Site Address:**

Street

1400 Freestone Valley Ford Road

City

Valley Ford

State

CA

ZIP

94972

**Subwatershed (HUC-12)**\*12-digit HUC-12 code available at [http://iaspub.epa.gov/apex/grts/f?p=110:95::NO::APP\\_SHOW\\_HIDE:](http://iaspub.epa.gov/apex/grts/f?p=110:95::NO::APP_SHOW_HIDE:)

180500050302

**Assessor's Parcel Number (APN)**

026-080-008

Please check one of the following boxes to indicate which Tier you are enrolling under:

☐

Tier 1

☒

Tier 2

☐

Tier 3

Under Tier 2, water resource protection plans must be developed within 180 days of submittal of this NOI form. Under Tier 3, cleanup and restoration plans must be submitted to the Regional Water Board within 45 days of submittal of this NOI form. Tier 3 enrollees that are cultivating must also be enrolled and comply with Tier 2 conditions.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision. The information contained in this document and all attachments is, to the best of my knowledge and belief, true, accurate, and complete. I agree to monitor and report on my site in compliance with the Order, including the Monitoring and Reporting Program (Appendix C) truthfully, accurately, and completely; complete Sections I and II, above; keep a copy of the Order, this NOI, the annual monitoring and reporting documents and, if applicable, the water resource protection plan and cleanup and restoration plan document(s) on site, and make them available to Water Board staff upon request. If there is a change in Tier status based on changed site conditions, the changes must be documented, appended to this document, and resubmitted to either the Regional Water Board or, if applicable, an approved third party.

Print name:

Alex Bohn

Signature:

Alex Bohn

Date:

8/29/17

**Order No. R1-2015-0023  
REPORTING FORM**

A. Site WDID: \_\_\_\_\_

NCRWQCB

B. Subwatershed (HUC-12)<sup>2</sup>: 180500050302

AUG 29 2017

C. Enrollment date: 8-29-17

D. Reporting date: \_\_\_\_\_

E. Please check the box corresponding to the enrolled site's current tier (Tier 3 sites with cultivation must also check Tier 2).

☐ Tier 1    ☒ Tier 2    ☐ Tier 3Has the site's tier status changed since the last reporting period? Y ☐ / N ☒

If YES, briefly explain: \_\_\_\_\_

F. Check all fields that apply to the enrolled site:

## i. Tier 1 sites:

(see Order at page 6 for details on Tier 1 characteristics)

- ☐ Average slope of each individual cultivation area is no more than 35% slope.
- ☐ Total cultivation area is no more than 5,000 square feet.
- ☐ No cultivation areas or associated facilities are located within 200 feet of a surface water. (Surface waters include wetlands and Class I, II, and III watercourses.)
- ☐ No surface water diversion from May 15 through October 31.
- ☐ The site is in compliance with all Standard Conditions under Order R1-2015-0023, section I.A.

## ii. Tier 2 sites:

- a. A Water Resource Protection Plan has been developed and is being implemented?
- 
- Y
- ☐
- / N
- ☒

If NO, expected date when plan will be ready and implementation will begin:

January 2018If YES, have there been changes to the implementation schedule since the prior year of reporting? Y ☐ / N ☐

<sup>2</sup> 12-digit HUC-12 subwatershed codes are available online at  
[http://iaspub.epa.gov/apex/grts/f?p=110:95:::NO::APP\\_SHOW\\_HIDE:](http://iaspub.epa.gov/apex/grts/f?p=110:95:::NO::APP_SHOW_HIDE:)



**REPORTING FORM**

Page 2/5

**ii. Tier 2 sites continued:**

- b. Check below as to whether or not the site meets Standard Conditions under Order R1-2015-0023, section I.A. If a standard condition is not yet met, please indicate the expected date of compliance as identified in the Water Resource Protection Plan. Upon initial enrollment, provide an estimated expected date of compliance.

Standard Condition MetIf NO, expected date of compliance

1. Site maintenance, erosion control, and drainage features Y☒/N☐
2. Stream crossing maintenance Y☒/N☐
3. Riparian and wetland protection and management Y☒/N☐
4. Spoils management Y☒/N☐
5. Water storage and use Y☒/N☐
6. Irrigation runoff Y☒/N☐
7. Fertilizers and soil amendments Y☒/N☐
8. Pesticides and herbicides Y☒/N☐
9. Petroleum products and other chemicals Y☒/N☐
10. Cultivation-related wastes Y☒/N☐
11. Refuse and human waste Y☒/N☐

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- c. All management measures are being implemented as part of the Water Resource Protection Plan? Y☐/N☒

If YES, do management measures appear to be effective in preventing and minimizing discharges of waste to surface water? Y☐/N☐

If management measures do not appear to be effective, are additional measures being implemented iteratively to prevent and minimize discharges of waste to surface water? Y☐/N☐

If NO, describe management measures or practices that have not been effective in preventing and minimizing discharges of waste to surface water, if applicable. Describe plans for new or additional management measures to prevent and minimize discharges of waste, if applicable. Attach additional sheets as necessary.

A water resource protection plan will be developed by January 2018.

**REPORTING FORM**

Page 3/5

- d. Will work to bring site into compliance with Standard Conditions require disturbance to a stream or wetland over the coming year? Y ☐ / N ☒

If YES, indicate status of work authorization by Regional Water Board. Specifically, check one or more of the following and provide the date if/as applicable.

☐ I plan to submit my project plans to the Regional Water Board by the following date: \_\_\_\_\_

☐ I submitted my project plans to the Regional Water Board on the following date: \_\_\_\_\_

☐ The Regional Water Board Executive Officer authorized my project plans on the following date: \_\_\_\_\_

☐ I have elected to receive authorization for instream work under a different Regional Water Board permitting mechanism as follows: \_\_\_\_\_

☐ Instream work anticipated to occur between the following dates: \_\_\_\_\_

**iii. Tier 2\* sites:**

Total cultivation area is less than 10,000 square feet? Y ☐ / N ☐

Water resource protection plan developed and fully implemented? Y ☐ / N ☐

All Standard Conditions met? Y ☐ / N ☐

Site was inspected and verified as Tier 2\* by Regional Water Board staff  
(NAME) \_\_\_\_\_ or approved third party program (NAME):  
\_\_\_\_\_ on (DATE) \_\_\_\_\_.

**iv. Tier 3 Sites:**

☐ A Cleanup and Restoration Plan has been submitted to the Regional Water Board for approval.

☐ The Cleanup and Restoration Plan has been approved by the Regional Water Board.

☐ The timeline for the approved Cleanup and Restoration plan is being followed.

Will restoration work require disturbance to a stream or wetland in the coming year?  
Y ☐ / N ☐

Instream work anticipated to occur between the following dates: \_\_\_\_\_

☐ Cannabis cultivation is occurring or will occur on the site over the coming year. (If this box is checked, ensure that Tier 2 portions of the reporting form are completed as well).

**REPORTING FORM**

Page 4/5

**v. For All Sites:**

**Annual Reporting Period (Calendar Year), or CHECK HERE ☐ if this is the report accompanying initial enrollment.**

0	1	0	1			TO	1	2	3	1		
Month/Day/Year							Month/Day/Year					

(See Order at page 6 for details regarding cultivation area and slope measurements, and watercourse definitions).

<b>Total cultivation area (square feet)</b>	~ 15,000										
<b>Distance to surface waters (feet) from nearest edge of each cultivation area or associated facility.</b> Provide distance measurement for each cultivated area separately, as appropriate.	Soft - class III 100ft - class II										
<b>Average slope (percent slope) of each cultivated area</b> List each cultivated area separately, as appropriate.	1%										
<b>Total number of road crossings of surface waters</b> Surface waters include wetlands and Class I, II, or III watercourses.	2										
<b>Annual soil amendment and chemical use (pounds or gallons).</b> Total mass and/or volume of soil amendment and/or chemical usage by type, product name, and nutrient content such as N-P-K ratio, if applicable.*	See Attached Tables										
<b>Total water storage capacity (gallons or acre feet)</b>	12,000										
<b>Total surface water diversion by month (gallons or acre feet)*</b>											
Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec

**Water input to storage by source and month (gallons or acre-feet)** Report water volume input to storage, listing each source separately. This may include inputs from rainfall catchment, surface water diversions, groundwater pumping, or water delivery. If water is delivered, list delivery date, delivery volume, and name and address of water purveyor.\*

Source	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
	0	0	2000	5000	15,000	40,000	60,000	60,000	60,000	40,000	2,000	0

**Water use by source and month (gallons or acre feet)** Report water volume used, listing each source separately. This may include use of stored water, immediate use of pumped groundwater, diverted surface water, or delivered water. If water is delivered, list delivery date, delivery volume, and name and address of water purveyor\* See Attached tables

Source	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec

\* Upon initial enrollment only, a best estimate is acceptable for reporting annual soil amendment and chemical use, monthly water stored, and monthly water use. Attach additional sheets if more space is needed for your responses.

**REPORTING FORM**

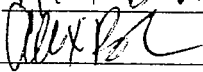
Page 5/5

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision. The information contained in this document and all attachments is, to the best of my knowledge and belief, true, accurate, and complete.

Print name:

Alex Bohn

Signature:



Date:

8/29/17

**Preparer: Complete if MRP was prepared by someone other than the discharger, including an approved third-party**

**Organization Name (if applicable):**

Hurvitz Environmental Services

**Prepared by:**

First Name, Middle Initial

Lee S

Last Name

Hurvitz

**Preparer Address:**

Street

105 Morris Street Suite 188

City

Sebastopol

State

CA

ZIP

95472

Phone Number:

707 824 1690

Email:

Hurvitz.environmental@gmail.com

<b><u>Product Name</u></b>	<b><u>Product Brand</u></b>	<b><u>Solid/Liquid</u></b>	<b><u>Mass</u></b>	<b><u>Volume (gal)</u></b>	<b><u>Nitrate (N)</u></b>	<b><u>Phosphorus (P)</u></b>	<b><u>Potassium (K)</u></b>
Base+	Grail Nutrients	Liquid		600	0	3	3
Part A	Grail Nutrients	Liquid		270	5	0	3
Part B	Grail Nutrients	Liquid		300	4	0	4
Part C	Grail Nutrients	Liquid		55	3	0	5
Part D	Grail Nutrients	Liquid		55	1	0	6

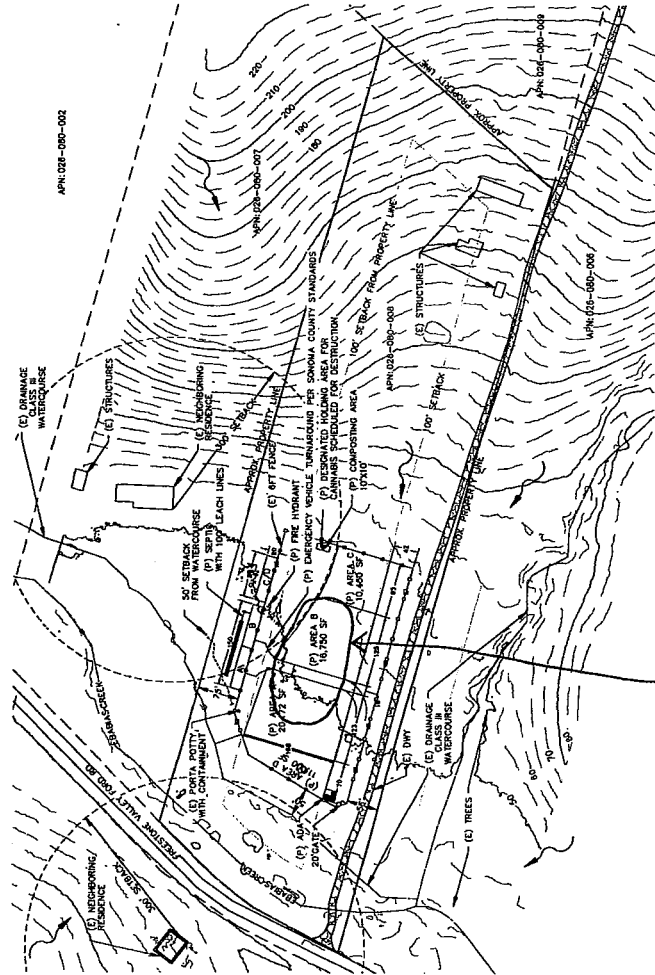
Projected Cultivation-Related Water Use

In estimated gallons per month

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL ANNUAL
Well Water				20,000	25,000	35,000	100,000	100,000	100,000	40,000			420,000



# GRADING AND EROSION CONTROL PLANS 1400 FREESTONE VALLEY FORD ROAD - VALLEY FORD, CA - 94972 APN:026-080-008-000




Actual  
Cultivation  
Size approx  
15,000 sq ft

SITE PLAN  
GRAPHIC SCALE  
1" = 100'

1. UPON DISCOVERY OF UNKNOWN UTILITIES OR CONCEALED CONDITIONS, DISCONTINUE AFFECTED WORK; NOTIFY GENERAL CONTRACTOR.
2. "NOT HOLE" EXISTING UTILITIES TO VERIFY DEPTH, RELOCATE UTILITIES AS NECESSARY. PROVIDE PROPER UTILITY COMPANIES FOR RELOCATION PROCEDURES.
3. ALL UTILITY SERVICE AND JUNCTION BOXES SHALL BE ADJUSTED TO GRADE.
4. COMPLETE ALL UTILITY RELOCATION PRIOR TO START OF ROAD WORK.
5. UTILITIES SHOWN ON THESE PLANS ARE FROM SURVEY EVIDENCE OR RECORD INFORMATION ONLY. ROUTING AND DEPTH SHALL BE VERIFIED PRIOR TO THE START OF CONSTRUCTION. REALM WILL NOT ASSUME RESPONSIBILITY FOR UNDERGROUND UTILITIES.
6. CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (USA) AT 800-222-2600 FOR UTILITY LOCATION BEFORE EXCAVATION WORK.
7. TO ALLOW FOR INSPECTION, ALL WORK IS TO BE PERFORMED DURING DAYLIGHT HOURS ONLY, MONDAY THROUGH FRIDAY, EXCLUDING COUNTY HOLIDAYS.
8. CUT SLOPES SHALL BE NO STEEPER THAN 2:1 (HORIZONTAL TO VERTICAL). FILL SLOPES SHALL BE NO STEEPER THAN 2:1 (HORIZONTAL TO VERTICAL). A SLOPED SURFACE SHALL BE SUBMITTED FOR CUT AND FILL SLOPES IN EXCESS OF 2:1.
9. ESTIMATED QUANTITY OF CUT MATERIAL IS 40 CUBIC YARDS.
10. FILL MATERIALS SHALL BE COMPACTED TO A RELATIVE COMPACTION OF NOT LESS THAN 95% UNDER PAVED AREAS AND 90% UNDER ALL OTHER FILL AREAS. TEST RESULTS SHALL BE SUBMITTED TO THE COUNTY ENGINEER FOR REVIEW AND SIGNATURE. A LICENSED CIVIL ENGINEER ARE REQUIRED AS EVIDENCE OF COMPLIANCE.
11. CONTRACTOR IS TO IMPLEMENT BEST MANAGEMENT PRACTICES (BMPs) TO CONTROL EROSION AND REDUCE THE OFF-SITE DISCHARGE OF SEDIMENT TO THE MAXIMUM EXTENT PRACTICABLE.
12. EROSION CONTROL BMPs SHALL BE IN PLACE AND MAINTAINED ALL YEAR ROUND.
13. CONTRACTOR SHALL KEEP ADJOINING PUBLIC STREETS FREE OF DIRT, MUD, AND OTHER DEBRIS. ANY DEBRIS OR DIRT THAT IS SPILLED OR DISCHARGED MUST BE CLEANED UP IMMEDIATELY. PUBLIC STREETS OR ROADWAYS SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE COUNTY.
14. BEST PRACTICES MUST BE MAINTAINED AND A WATER TRUCK MUST BE AVAILABLE ON-SITE FOR ADEQUATE DUST CONTROL.
15. EROSION CONTROL PERMIT IS REQUIRED BEFORE ANY WORK IN THE COUNTY RIGHT-OF-WAY.
16. CONTRACTOR SHALL PROVIDE APPROPRIATE MEASURES FOR TRAFFIC CONTROL AND PUBLIC PROTECTION IN ACCORDANCE WITH THE COUNTY CODE AND THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
17. SURVEY MONUMENTS SHALL BE RE-ESTABLISHED BY A LICENSED SURVEYOR AT THE CONTRACTOR'S EXPENSE IF DISTURBED DURING CONSTRUCTION.
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS FOR CONSTRUCTION AND IS TO BE IN PLACE TO OBTAIN PERMITS FOR CONSTRUCTION PURPOSES. MINIMUM CONSTRUCTION STAKING FOR ROADWAYS SHALL BE 100' INTERVALS AND CORNER STAKING SHALL BE 50' INTERVALS. FIELD LOCATE AND OBTAIN EVIDENCE, RIGHTS-OF-WAYS, AND PROPERTY LINES.
19. ALL MATERIALS USED FOR SITE CONSTRUCTION MUST BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.
20. THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS AND INSPECTIONS AS REQUIRED.
21. THE CONTRACTOR SHALL LEAVE THE SITE FREE FROM ALL CONSTRUCTION DEBRIS.
22. SITE REGARDING EARTHWORK, EVERY EFFORT HAS BEEN MADE TO PROVIDE A DESIGN TO ACHIEVE A BALANCED SITE. HOWEVER, REALM DOES NOT WARRANT OR GUARANTEE A BALANCED SITE. FACTORS AFFECTING A BALANCED SITE INCLUDE UTILITY RELOCATIONS, SURFACE REPAIRS, AND GRADING AND LANDSCAPE QUANTITIES AND RELY ON THEM. THE CONTRACTOR SHOULD ALSO MAKE EARTHWORK OR EXCAVATION AND MAINTAIN PROPER DRAINAGE AND EROSION CONTROL MEASURES PAYING FOR SUCH WORK.
23. CONTOUR INTERVAL IS 3'
24. REMOVE SURFACE DEBRIS.
25. DEMOLISH AND REMOVE CONCRETE, PAVING AND ETC. IN CONSTRUCTION AREA.
26. CLEAR NEW CONSTRUCTION AREA OF TREES, PLANT LIFE AND GRASS.
27. CONFORM TO APPLICABLE CODE FOR DISPOSAL OF DEBRIS.
28. COORDINATE CLEANING WORK WITH UTILITY COMPANIES.
29. EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.
30. PROJECT BENCH MARKS, EXISTING STRUCTURES, UTILITIES, FENCES, ROADS, SIDEWALKS, PAVING AND CURBS.

**REALM ENGINEERING**  
CIVIL ENGINEERING, SURVEYING & PLANNING  
17627 MARKET STREET, SUITE C  
DUBLIN, CA 94568  
510-226-7493

PLANS PREPARED UNDER THE SUPERVISION OF:  


**TITLE SHEET**  
GRADING AND EROSION CONTROL PLANS

DATE: 07/17/17  
SHEET: 1 OF 1  
JOB NO.: 1400-000-000-000  
PROJECT: 1400 FREESTONE VALLEY FORD ROAD, VALLEY FORD, CA 94972

ENGINEER'S CERTIFICATION:  
I, DAVID S. ROSSFELDER, A LICENSED CIVIL ENGINEER, NO. 02600, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT I AM THE ENGINEER OF RECORD FOR THESE PLANS AND THAT I AM A MEMBER IN GOOD STANDING OF THE CALIFORNIA BOARD OF CIVIL ENGINEERS.

PROPERTY INFORMATION: VALLEY FORD FREESTONE RD  
APN: 026-080-008-000-000  
LOT: 5000  
12.5 ACRES

**ELEVATION DATUM**  
THE NORTH AMERICAN DATUM OF 1983 (NAD 83) IS THE HORIZONTAL CONTROL DATUM FOR THE UNITED STATES. THE VERTICAL CONTROL DATUM FOR THE UNITED STATES IS THE MEAN SEA LEVEL DATUM OF 1929. THE VERTICAL ELEVATION IS 1410.80 AND WAS ESTABLISHED WITH SURVEY GRADE USE.

PLANS REVIEWED OR APPROVED BY:  
SONOMA COUNTY ENGINEER  
DATE: 06-05-19

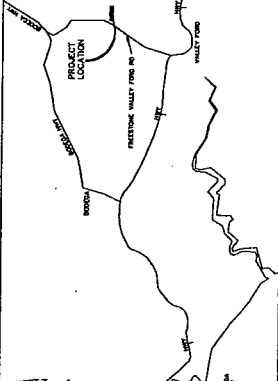
**LEGEND:**

- 100- CONTOUR ELEVATION
- (S) CONSTRUCTION MATERIAL STORAGE
- (L) LIMITS OF DISTURBED AREA
- (D) DRAINAGE DIRECTION
- (A) APPROXIMATELY
- (P) APPROX. ASSESSOR'S PARCEL NUMBER
- (D) DRAINAGE DIRECTION
- (D) DRAINAGE DIRECTION
- (P) PROPOSED
- (R) ROAD
- (S) SQUARE FEET
- (T) TEMPORARY BENCH MARK
- U.A.G. UNLESS NOTED OTHERWISE
- (C) SECURITY CAMERAS

**INDEX OF SHEETS:**

- C1 TITLE SHEET
- C2 GRADING PLAN
- C3 EROSION AND SEDIMENT CONTROL PLAN

**PROJECT LOCATION**



Permit Sonoma  
Attn: Planning Dept.  
2550 Ventura Avenue  
Santa Rosa, CA 95403  
(707) 565-1900  
August 29, 2023

Job # 23028 Volker\_Freestone Vly Ford

### Proposal Statement for Williamson Act Conformance

**Address: 1400 Freestone Valley Ford Road, Bodega CA**

**APN: 026-080-008**

**Williamson Act Contract Number: 1994 0025933**

To whom it may concern:

1400 Freestone Valley Ford Road is a 12.2-acre Rural Residential property located in Sonoma County and currently under the Williamson Act. The property currently consists of 0.112 acres of residential structures including a single-family dwelling, garage, and multiple agricultural and storage sheds. The parcel will also be applying for a Use Permit for a 1.667-acre cannabis farm under a future separate permit.

It has been brought to the attention of the property owner that the Williamson Act no longer allows for grazing land to count toward this property's compliance with the Williamson Act Contract. As a result, the property owner is proposing a planting plan to conform with the 50% prime agricultural planting requirements of the Williamson Act Contract. The client intends to plant 5.62 acres of mixed berries and 0.48 acres of mixed orchard, for a total of 6.1 acres of prime agricultural crops, including the following:

MIXED ORCHARD (0.48 acres)	
Type of Fruit or Nut	Quantity
Apple	4
Quince	1
Persimmon	3
Plum	14
Mulberry	1
Almond	3
Blackberry Vine, thorned	3
Blackberry Vine, thornless	1
Elderberry Bush	1
Grape Vine	2
Strawberry Bush (not traditional strawberries)	3

MIXED BERRIES (5.62 acres)	
Type of Fruit or Nut	Quantity
Boysenberry	20
Legacy-Delicious Blueberry	30
Biloxi-Southern Blueberry	30
Biloxi Large Blueberry	20
Sweet Blackberry	20
Nantahala Red Primocane	20
Anne Yellow Primocane	20
Gooseberry Giggles Gold	20
Pixwell Gooseberry	20

This 6.1 acres of prime agricultural crops will satisfy the Williamson Act Contract for this property and the requirement of 50% of the property being dedicated to prime agricultural crops.

The attached Land Conservation Plan shows the subject parcel and the areas which will be dedicated to prime agricultural crops.

The attached Agricultural Preserve Application Income Statement and associated calculations show that this planting plan will meet the annual income requirements of \$1,000/acre for berries and \$200/acre for orchards, for a total annual income generation requirement of \$5,620 from berries and \$96 from the orchard.

The property owner intends to go through the non-renewal process of the Williamson Act contract, initiated by County, which included their current compliance and a planned phase out through the remainder of the contract which is set to end on December 31, 2032.

We trust that this letter and the enclosed plan, documents, and forms will satisfy the requirements of the Williamson Act Contract and allow for a future Use Permit submittal to facilitate the proposed cannabis farm under a separate permit.

Thank you and please feel free to contact me with any questions or additional requirements.

Warm regards,

Robert Osborn, P.E.  
Principal, NorCal Civil Engineering Inc.  
(707)-387-0263  
Robert@NorCalCivil.com

Enclosures:

Land Conservation Plan (8.5" x 11")

PJR-065 Agricultural Preserve Application Income Statement and additional calculations sheet

PJR-098 Land Conservation Plan



**LANDOWNERS STATEMENT OF COMPLIANCE  
WITH THE WILLIAMSON ACT**

**PJR-049**

Permit Sonoma cannot take action on any application for a new structure or use on a parcel restricted by a Williamson Act Contract until sufficient evidence is presented to the County that the proposed new use or structure is consistent with the Williamson Act Contract. This questionnaire provides information that enables the County to make findings of compliance with the Contract.

Property Owner's Name \_\_\_\_\_ File Number \_\_\_\_\_

Site Address \_\_\_\_\_ City/Town/Zip \_\_\_\_\_

Mailing Address \_\_\_\_\_ City/Town/Zip \_\_\_\_\_

Email Address \_\_\_\_\_ Phone \_\_\_\_\_

Assessor's Parcel Number(s) \_\_\_\_\_ Williamson Act Contract Number \_\_\_\_\_

1. Description of proposed project \_\_\_\_\_

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2. Describe the size of each parcel under the contract and explain how the property is currently being used \_\_\_\_\_

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3. Describe all existing buildings on the property, including their size, location and use. Please show them on a site plan. \_\_\_\_\_

---

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4. Will the proposed structure or use remove any land area from agricultural production? Yes \_\_\_\_\_ No \_\_\_\_\_

5. Describe the agricultural operation; acres devoted to crop or livestock and annual income from the agricultural operation. What is your long-term intent for the property? \_\_\_\_\_

---

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6. Explain how any new structures or operations on the parcel will affect the existing agricultural operations on the existing parcel or on adjoining or nearby lands. Does the use/structure displace any agricultural area or impair agricultural operations? \_\_\_\_\_

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7. Explain how your agricultural operations will not result in any lands being proposed for withdrawal from the Williamson Act \_\_\_\_\_

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8. The Landowner hereby makes the following representations:

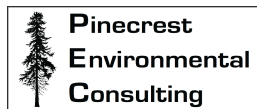
- a. I acknowledge that the activity, use, or construction as proposed will be conducted in such a way as to maintain the agricultural viability of the parcel.
- b. I am aware of the provisions of the Williamson Act (Section 51250 of the California Government Code) and of the allowable uses on Williamson Act properties as defined by Sonoma County Code and the Sonoma County Rules and Regulations for Administration of Agricultural Preserves.
- c. I understand that AB1492 (Government Code Section 51250) defines specific and substantial penalties if construction on the parcel is found by the County of Sonoma or State of California to result in a material breach of the contract provisions.
- d. I acknowledge that the contract restricts residential use and that the Department of Conservation has indicated that: "Residences not incidental to an agricultural use are prohibited, and may trigger AB1492 penalties. These may include residences for persons or family members not involved with the agricultural use, or residence constructed on contracted parcels with no commercial-agricultural use."
- e. I acknowledge that the activity, use, or construction as proposed is of size and type that would not adversely affect the on-site or adjacent farming operations and understand that the County has a "Right to Farm" policy.
- f. I understand that it is my sole responsibility as the landowner to ensure that all activities, uses, and construction on this parcel are in compliance with the provisions of the Williamson Act, and that those activities will not result in a material breach of the Williamson Act contract.

IN WITNESS WHEREOF, by their signature below, the Owner and Applicant hereby certify that the information set forth in this Landowners Statement of Compliance is true and correct, and that they have read, understand and agree to perform the obligations under this Statement.

Property Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

Property Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_



PINECREST ENVIRONMENTAL CONSULTING  
6425 TELEGRAPH AVE.  
OAKLAND, CA 94609

510.881.3039 TEL  
INFO@PINECRESTENVIRONMENTAL.ORG  
WWW.PINECRESTENVIRONMENTAL.ORG

## MEMORANDUM

Date: March 19, 2018  
To: Sonoma County Department of Agriculture  
From: Dr. Christopher T. DiVittorio, Managing Biologist, PEC  
Subject: Correction in Biotic Assessment for 1400 Freestone Valley Ford Rd., Sonoma County, California

To Whom It May Concern,

This memorandum shall serve as an addendum to the above referenced Biotic Assessment (BA) performed for the property located at 1400 Freestone Valley Ford Rd. in Sonoma County (APN 026-080-008).

In the Conclusions (Section 3.0) of the BA dated July 25, 2017, we erroneously reported the Riparian Corridor exclusion zone to be 100 feet when in reality it should be 50 feet.

Please feel free to contact us at any time with any questions or clarifications.

Sincerely,

Chris DiVittorio, PhD  
Managing Biologist  
Pinecrest Environmental



# EVANS & DE SHAZO

ARCHAEOLOGY HISTORIC PRESERVATION

## RESULTS OF A CULTURAL RESOURCES STUDY FOR THE PROPOSED CANNABIS CULTIVATION PROJECT AT 1400 VALLEY FORD FREESTONE ROAD, VALLEY FORD, SONOMA COUNTY, CALIFORNIA

### PREPARED FOR:

Alex Bohn  
Stomca LLC  
(707) 772-6496

### PREPARED BY:

Gilbert Browning, M.A., RPA  
Senior Archaeologist  
Evans & De Shazo, LLC  
gilbert@evans-deshazo.com

**May 14, 2018**  
(J-2018-05-A1-0280)

Evans & De Shazo, Inc.  
6876 Sebastopol Avenue  
Sebastopol, CA 95472  
707-812-7400  
[www.evans-deshazo.com](http://www.evans-deshazo.com)



## STATEMENT OF CONFIDENTIALITY

This report identifies the locations of cultural resources within the Sonoma County that is confidential information because archaeological sites are nonrenewable resources that can be significantly impacted by disturbances that can affect their cultural, scientific, and artistic values. Disclosure of this information to the public may be in violation of both federal and state laws. Applicable U.S. laws include, but may not be limited to, Section 304 of the National Historic Preservation Act (16 USC 470w-3) and the Archaeological Resources Protection Act (16 USC 470hh). California state laws that apply include, but may not be limited to, Government Code Sections 6250 et seq. and 6254 et seq. Furthermore, disclosure of archaeological site location information to individuals other than those meeting the U.S. Secretary of the Interior's professional standards or California State Personnel Board criteria for Associate State Archaeologist or State Historian II violates the California Office of Historic Preservation's records access policy.



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## INTRODUCTION

**Evans & De Shazo, Inc.** (EDS) was contracted by Alex Bohn of Stroma LLC to provide a Cultural Resources Study (CRS) for a proposed project that includes the cultivation of cannabis (Project) within a 12.23-acre property located at 1400 Valley Ford Freestone Road near Valley Ford, Sonoma County, California. The CRS was completed in compliance with the California Environmental Quality Act (CEQA) and the Sonoma County Cannabis Land Use Ordinance No. 6189. The purpose of the CRS was to determine if there are any cultural resources located within the Project Area that meet CEQA's definition of a Historical Resource that could be impacted by the Project and to provide project-specific recommendations if needed.

The CRS was completed by EDS Senior Archaeologist, Gilbert Browning M.A., RPA, who exceeds the Secretary of Interior's professional qualification standards in Archaeology and History. The methods used to conduct the CRS included a record search and review and a field survey of the Project Area. The results of the CRS are presented herein.

The government-to-government consultation with the local Native American tribes that is required to determine the presence or absence, or potential impacts to Tribal Cultural Resources, as defined in Public Resource Code §21074, was conducted by the lead agency (i.e. Sonoma County Department of Agriculture/Weights & Measures); therefore, a Sacred Lands inventory and consultation with local Native American tribes was not requested as part of the CRS.

## PROJECT DESCRIPTION

The proposed project includes the outdoor cultivation of cannabis and development of supporting infrastructure (Project).

## PROJECT LOCATION

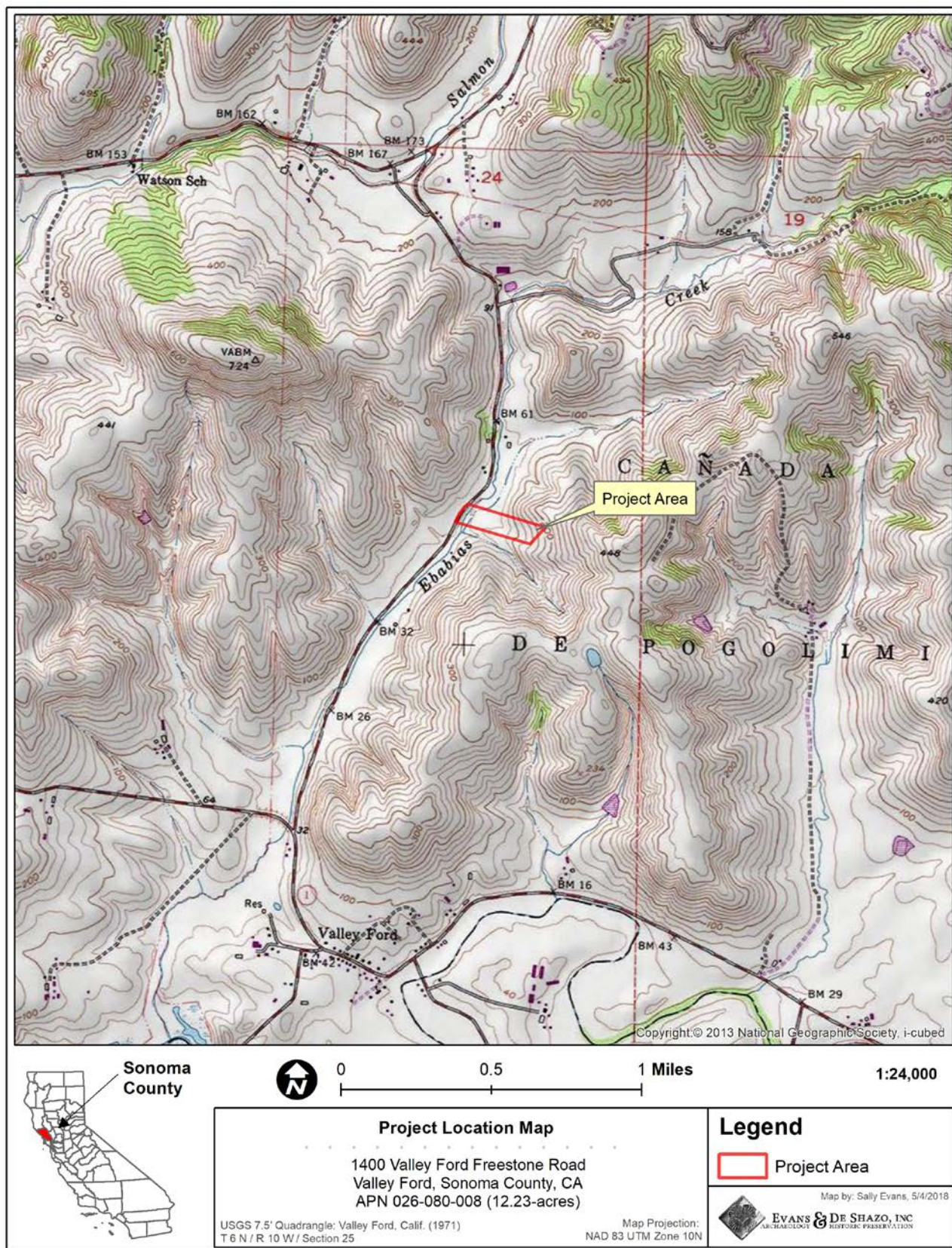
The Study Area includes the 12.23-acre property located at 1400 Valley Ford Freestone Road near Valley Ford, Sonoma County, California, within Assessor Parcel Number (APN) 026-080-008. This area was subject to historical research but was not physically surveyed due to the lack of development and associated impacts. Within the larger Study Area is the proposed 3-acre outdoor cannabis cultivation area that was also subject to a field survey. The map in Figure 1 shows both the Study Area and the proposed 3-acre outdoor cannabis cultivation area (Project Area/Survey Area) (Figure 1).

The USGS 7.5-minute Valley Ford quadrangle (1971) (Figure 2) shows the Study Area located within the southwest quarter of Section 25 of Township 8 North, Range 10 West, Mt. Diablo Base and Meridian. The Universal Transverse Mercator (UTM) grid coordinates at the approximate center of the property are: 507524 meters North and 4243349 meters East, Zone 10.



Figure 1: Aerial map of the Study Area and Project/Survey Area.





## REGULATORY SETTING

A CRS for the Project is required as part of the permit approval process to ensure compliance with Sonoma County Cannabis Land Use Ordinance No. 6189 that was adopted by the Sonoma County Board of Supervisors to ensure that approved cannabis cultivation projects comply with CEQA and the Guidelines for Implementing CEQA (State CEQA Guidelines, 14 CCR Section 15064.5). These regulations as they pertain to cultural resources are outlined below.

### THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

The Guidelines for Implementing CEQA provide direction and guidance for the evaluation of properties, as well as the preparation of Initial Studies, Categorical Exemptions, Negative Declarations, and Environmental Impact Reports. According to CEQA, cultural resources and tribal cultural resources are aspects of the environment that require identification and consideration regarding potential impacts (14 CCR 15064.5 and PRC 21084.1).

#### Resource Definitions

There are five classes of cultural resources defined by the State Office of Historic Preservation (OHP) that include:

- **Building:** A structure created principally to shelter or assist in carrying out any form of human activity. A “building” may also be used to refer to a historically and functionally related unit, such as a courthouse and jail or a house and barn.
- **Structure:** A construction made for a functional purpose rather than creating human shelter. Examples include mines, bridges, and tunnels.
- **Object:** Construction primarily artistic in nature or relatively small in scale and simply constructed. It may be movable by nature or design or made for a specific setting or environment. Objects should be in a setting appropriate to their significant historic use or character. Examples include fountains, monuments, maritime resources, sculptures and boundary markers.
- **Site:** The location of a significant event. A prehistoric or historic occupation or activity, or a building or structure, whether standing, ruined, or vanished, where the location itself possesses historic, cultural, or archaeological value regardless of the value of any existing building, structure, or object. A site need not be marked by physical remains if it is the location of a prehistoric or historic event and if no buildings, structures, or objects marked it at that time. Examples include trails, designed landscapes, battlefields, habitation sites, Native American ceremonial areas, petroglyphs, and pictographs.
- **District:** Unified geographic entities which contain a concentration of historic buildings, structures, or sites united historically, culturally, or architecturally.

#### Significance Criteria

According to California Code of Regulations Section 15064.5, buildings, structures, objects, sites, and districts are historically significant if they are:



- Listed in, or eligible for listing in the California Register of Historic Resources (CRHR) (Public Resources Code 5024.1, Title 14 CCR, Section 4850 et. seq.);
- Listed in, or eligible for listing in, the National Register of Historic Places (NRHP);
- Included in a local register of historical resources, as defined in an historical resource survey meeting the requirements of Section 5024.1(g) of the Public Resource Code; or
- Any object, building, structure, site, area, place, record, or manuscript, which a lead agency determines to be historically significant or significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California, provided the lead agency's determination is supported by substantial evidence in light of the whole record.

### **California Register of Historical Resources (CRHR)**

A resource may be listed as an historical resource in the CRHR if it has integrity and meets any of the following criteria:

1. Associated with events that have made a significant contribution to the broad patterns of local or regional history or the cultural heritage of California or the United States;
2. Associated with the lives of persons important to local, California or national history;
3. Embodies the distinctive characteristics of a type, period, region or method of construction or represents the work of a master or possesses high artistic values; or
4. Has yielded, or has the potential to yield, information important to the prehistory or history of the local area, California or the nation.

Buildings, sites, structures, objects, and districts representative of California and United States history, architecture, archaeology, engineering, and culture convey significance when they also possess integrity of location, design, setting, materials, workmanship, feeling, and association. A resource has integrity if it retains the characteristics that were present during the resource's period of significance. Enough of these characteristics must remain to convey the reasons for its significance.

### **Unique Archaeological Resources**

CEQA (PRC §21083.2) distinguishes between two classes of archaeological resources: archaeological sites that meet the definition of an historical resource as described above, and "unique archaeological resources." A unique archaeological resource is defined as an archaeological artifact, object, or site about which it can be clearly demonstrated that, without merely adding to the current body of knowledge, there is a high probability that it meets any of the following criteria:

1. Contains information needed to answer important scientific research questions and that there is a demonstrable public interest in that information,
2. Has a special and particular quality such as being the oldest of its type or the best available example of its type, or

3. Is directly associated with a scientifically recognized important prehistoric or historic event or person.

### **Tribal Cultural Resources**

Tribal Cultural Resources is an additional category of resources defined in CEQA (PRC § 21074). Tribal Cultural Resources are:

1. Sites, features, places, cultural landscapes, sacred places, or objects with cultural value to a California Native American tribe that are either (A) included or determined to be eligible for inclusion in the CRHR, or (B) included in a local register of historical resources as defined in subdivision (k) of §5020.1.; or,
2. A resource that the lead agency chooses, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of §5024.1 - taking into account the significance of the resource to a California Native American tribe.

Tribal Cultural Resources are not addressed in a CRS, as they are resources that are specific concern to California Native American tribes. Pursuant to revisions to CEQA enacted in 2015, Tribal Cultural Resources are to be identified by Tribes during government-to-government consultation with the lead agency and can remain confidential (PRC § 21080.3.1).

### **SONOMA COUNTY CANNABIS LAND USE ORDINANCE NO. 6189**

The Cannabis Land Use Ordinance (No. 6189) that was adopted by the County of Sonoma Board of Supervisors in December 2016 amended Chapter 26 (Zoning Ordinance) of the Sonoma County Code to allow for the cultivation of cannabis and permit cultivation of commercial medical cannabis. The Ordinance contains requirements to ensure the protection of the public health, safety, and environmental resources. To ensure protection of significant cultural resources, the ordinance states:

**Section 9) Cultural and Historic Resources.** Cultivation sites shall avoid impacts to significant cultural and historic resources by complying with the following standards. Sites located within a Historic District shall be subject to review by the Landmarks Commission, unless otherwise exempt, consistent with Section 26-68-020. Cultivation operations involving ground-disturbing activities, including but not limited to, new structures, roads, water storage, trenching for utilities, water, wastewater, or drainage systems shall be subject to design review and referral to the Northwest Information Center (NWIC) and local tribes for consultation. A Cultural Resource Survey and on-site monitoring during ground disturbing activities may be required to demonstrate cultural and historic resources are protected.

The following minimum standards shall apply to cultivation permits involving ground disturbance. All grading and building permits shall include the following plans:

If paleontological resources or prehistoric, historic-period or tribal cultural resources are encountered during ground-disturbing work at the project location, all work in the immediate vicinity shall be halted and the operator must immediately notify the agency having jurisdiction of the find. The operator shall be responsible for the cost to have a qualified paleontologist, archaeologist, and tribal cultural resource specialist under contract to evaluate the find and make recommendations in a report to the agency having jurisdiction.



Paleontological resources include fossils of animals, plants or other organisms. Historic-period resources include backfilled privies, wells, and refuse pits; concrete, stone, or wood structural elements or foundations; and concentrations of metal glass, and ceramic refuse. Prehistoric and tribal cultural resources include obsidian and chert flaked-stone tools (e.g., projectile points, knives, choppers), midden (culturally darkened soil containing heat-affected rock, artifacts, animal bone, or shellfish remains), stone milling equipment, such as mortars and pestles, and certain sites features, places, cultural landscapes, sacred places and objects with cultural value to a California Native American tribe.

If human remains are encountered, work in the immediate vicinity will stop and the operator shall notify the agency having jurisdiction and the Sonoma County Coroner immediately. At the same time, the operator shall be responsible for the cost to have a qualified archaeologist under contract to evaluate the discovery. If the human remains are determined to be of Native American origin, the Coroner must notify the Native American Heritage Commission within 24 hours of this identification.

## **CULTURAL SETTING**

This section of the report provides a prehistoric, ethnographic, and historic setting of the Valley Ford/Freestone area. Each setting provides the basis for understanding the types of cultural resources that are potentially located within the Project Area and how they may relate to broader patterns of resource use, changing environmental conditions, and settlement of the region.

### **PREHISTORIC CULTURAL SETTING**

Two organizational schemes are used to interpret the prehistory of northwest California, the area of which spans from Bodega Bay north to the Oregon border. The first is a chronological scheme that divides the history of human occupation of northwest California into four time periods: Pleistocene-Holocene Transition (11,500 to 8000 cal B.C.), Early Holocene (8000 to 5000 cal B.C.), Middle Holocene (5000 to 2000 cal B.C.), and Late Holocene (post-2000 cal B.C.). The second is a scheme used to organize cultural manifestations that are represented in archaeological sites throughout northwest California. It follows the original work of Fredrickson (1974, 1984). Fredrickson defined spatial and cultural units as *Patterns*, *Phases*, and *Aspects*. Patterns are units of culture having similar economic and technical manifestations, mortuary patterns, concepts of wealth, and trade practices; phases are cultural manifestations within a Pattern bounded by time and region; and Aspects are cultural units bounded regionally, but not temporally (Fredrickson 1974). Six basic patterns are recognized in northwest California: Post, Borax Lake, Berkeley, Mendocino, Gunther, and Augustine.

#### **Pleistocene-Holocene Transition (11,500 - 8000 cal B.C.)**

Sonoma County was inhabited during the Pleistocene-Holocene Transition period, as indicated by the presence of fluted projectile points and chipped stone crescents, which have been found in a few archaeological sites located in Sonoma County near the Laguna de Santa Rosa, Bodega Bay, and Warm Springs Creek dam, as well as along the coast of Mendocino County and in Lake County. Well-defined Post Pattern assemblages are rare and have not been found in strong association with well-dated strata or other artifacts (Hildebrandt 2007:87). Based on limited archaeological evidence from this period, it

appears that populations consisted of small, highly mobile groups that practiced broad-spectrum hunting and gathering techniques.

### **Early Holocene (8000 - 5000 cal B.C.)**

Several sites in Sonoma County date to the Early Holocene period and typically contain artifacts consistent with a mobile hunting and gathering economy. Archaeological manifestations of the Borax Lake Pattern have been found throughout the interior of northwest California. The Borax Lake Pattern is a distinctive cultural pattern recognized throughout much of the North Coast Ranges during this time and is represented by large, wide-stemmed projectile points, serrated bifaces, ovoid flake tools, cobble tools, handstones, and milling slabs. The composition of the artifact assemblage appears to represent a "forager" approach to subsistence-settlement. The earliest evidence of Berkeley Pattern at Clear Lake also occurs during this period, as well as a series of coastal components in Sonoma County that lack a clear cultural affiliation (Hildebrandt 2007:87). The Duncan's Landing site (CA-Son-348/H), a rock shelter site located along the coast between Bodega Bay and Jenner, produced a deeply buried component dating to about 6000 cal B.C. that contained an artifact assemblage consisting of a few formed tools, significant quantities of shellfish, and a mix of marine and terrestrial mammal bones (Schwaderer 1992; Wake and Simons 2000). Although very little is known about the subsistence-settlement systems of the people who occupied the Duncan's Landing site, stable isotope analysis on shellfish suggests fall and winter occupations (Kennedy 2005; Kennedy et al. 2005), indicating a relatively mobile settlement system was being practiced along the coast. The relationship of the materials uncovered at the Duncan's Landing site to those of the Borax Lake and Early Berkeley Pattern sites is not well understood and is a major research question for the region (Hildebrandt 2007:91).

### **Middle Holocene (5000 - 2000 cal B.C.)**

The Middle Holocene was marked by significant climatic changes during which warmer and drier conditions led to desiccation of lake basins in southern California. Across California there is a general decrease in the number of sites, and as a result little is known about the earliest part of the Middle Holocene. In the Clear Lake Basin, archaeological data are essentially absent due to the unstable nature of the geomorphic processes. Clear evidence is also lacking in the river valleys and on the coast north of Cape Mendocino where occupations appears to begin after 3000 cal B.C. when the Mendocino Pattern emerges (Hildebrandt 2007:91). Archaeological evidence of occupation along the Sonoma Coast, near Bodega Bay, include a few small shell middens containing shellfish, but very few artifacts and other materials. Isotope analysis of shellfish indicate only short-term fall and winter occupations, similar to what was observed in the Early Holocene component at Duncan's Landing (CA-Son-348/H). This paucity of sites may not be due to a decreased in population, but rather may be related to a period of increased alluvial deposition, which buried many sites dating to this period.

During this period, the Borax Lake Pattern was replaced by the Mendocino Pattern, characterized by groups practicing a more localized foraging strategy. The Mendocino Pattern first appears around 5000 years ago in a variety of places throughout northwest California, including along the Sonoma Coast at sites CA-Son-458, CA-Son-299, CA-Son-867 (Hildebrandt 2007:91). The artifact assemblage typically

consists of side-notched, corner-notched, and concave-base dart points, handstones and millingslabs, a variety of lake tools, cobble tools, and a limited number of cobble mortars and pestles. Sites appear to represent either temporary hunting camps or short-term forager residential bases used seasonally as needed to procure available resources.

#### **Late Holocene (Post-2000 cal B.C.)**

In the Late Holocene, the subsistence economy appears to have been focused on the intensive use of acorns, large terrestrial game and fish that facilitated a greater level of sedentism (Hildebrandt 2007:92). The establishment of trade networks is evident by the presence of obsidian bifaces from the Borax Lake source and shell beads, including disk, saucer, and saddle beads that are found in archaeological sites throughout Sonoma, Napa and Lake counties, and beyond. After a brief hiatus in the Middle Holocene, the Berkeley Pattern is recognized in the Clear Lake Basin and also developed and expanded throughout the southern portion of the North Coast Ranges during this time. The Berkeley Pattern Late Holocene artifact assemblage is elaborate and includes leaf-shaped (Excelsior) and stemmed projectile points, a highly developed bone tool industry, fishing-related instruments such as spears, harpoons, hooks and net sinkers, baked clay objects, and mortars and pestles, and basketry impressions that indicate a wide variety of basket types. Site structure is more formalized and includes well-developed midden soil deposits, well-defined house floors and other residential features.

About 500 cal B.C. there appears to have been an outward migration of Berkeley Pattern people to the west, crossing through the Santa Rosa Plain and the Warm Springs area, to the coast. Along the Sonoma Coast, occupation varied from place to place and is represented by both Berkeley Pattern and Augustine Pattern sites. Augustine Pattern artifact assemblages include *Olivella* and clamshell disk beads, magnesite cylinders, and "banjo" style *Haliotis* (abalone) ornaments, bird bone whistles and tubes, hopper mortars and flanged steatite pipes. Preinterment burning with tightly flexed burials was relatively common, as well as cremation of high-status individuals (Hildebrandt 2007:94). This change possibly indicates an increased importance of communicating identity, status and cultural affiliation within an increasingly populated region. The manufacture of clamshell disk beads seems to have centered primarily on the Santa Rosa Plain and within the Napa Valley. These type beads were used as exchange currency with a standardized value (Milliken et al. 2007).

There appears to have been a diversity of socioeconomic strategies associated with Augustine Pattern sites in the North Bay, with some sites revealing a continuance of sedentary systems initiated by the Berkeley Pattern and others apparently resulting from mobile foraging adaptations. Along the Sonoma Coast, a large Berkeley Pattern residential base was established near Bodega Bay between 300 cal B.C. and cal A.D., that includes artifacts such as Excelsior points, shellfish hooks, notched net sinkers, bone tools, and mortars and pestles; isotope studies indicate year-round occupation of the site (Dowdall 2002; Kennedy 2005). However, Augustine Pattern sites along the Sonoma Coast appear to have been used only seasonally; although archaeological investigations at Fort Ross suggest that short-term or seasonal use of the outer coast was linked to a series of centralized villages located on the near ridgelines (Lightfoot et al. 1991).



## ETHNOGRAPHIC SETTING

The Project Area is located within the ethnographic territory of the Coast Miwok who, prior to European settlement, occupied an area that includes modern day Marin County and southern Sonoma County (Barrett 1908; Kelly 1978). According to ethnographer S.A. Barrett (1908: Map 1), Coast Miwok territory extended north to Salmon Creek, although ethnographers, Isabel Kelly (1978:415) and Alfred Kroeber (1925: Plate 36) show their territory as extending further north to Duncan's Point.

The Coast Miwok have been divided into two groups, each speaking a distinct dialect. These include the Western-Bodega Miwok (*Olamentko*) whose territory included the Project Area, and the Southern Marin Miwok, or *Hookooeko* tribe who spoke the Southern Marin dialect with some linguistic differences between valley and coastal peoples (Kelly 1978:414). Merriam (1907) proposed a third group from the northern area of Southern Marin Valley known as the *Lekahtewutko*. According to recent work conducted by Milliken (2009), the area where the Project Area is located was occupied by the *Olamentko* who resided in the village of *Geluayomi* (Figure 3).

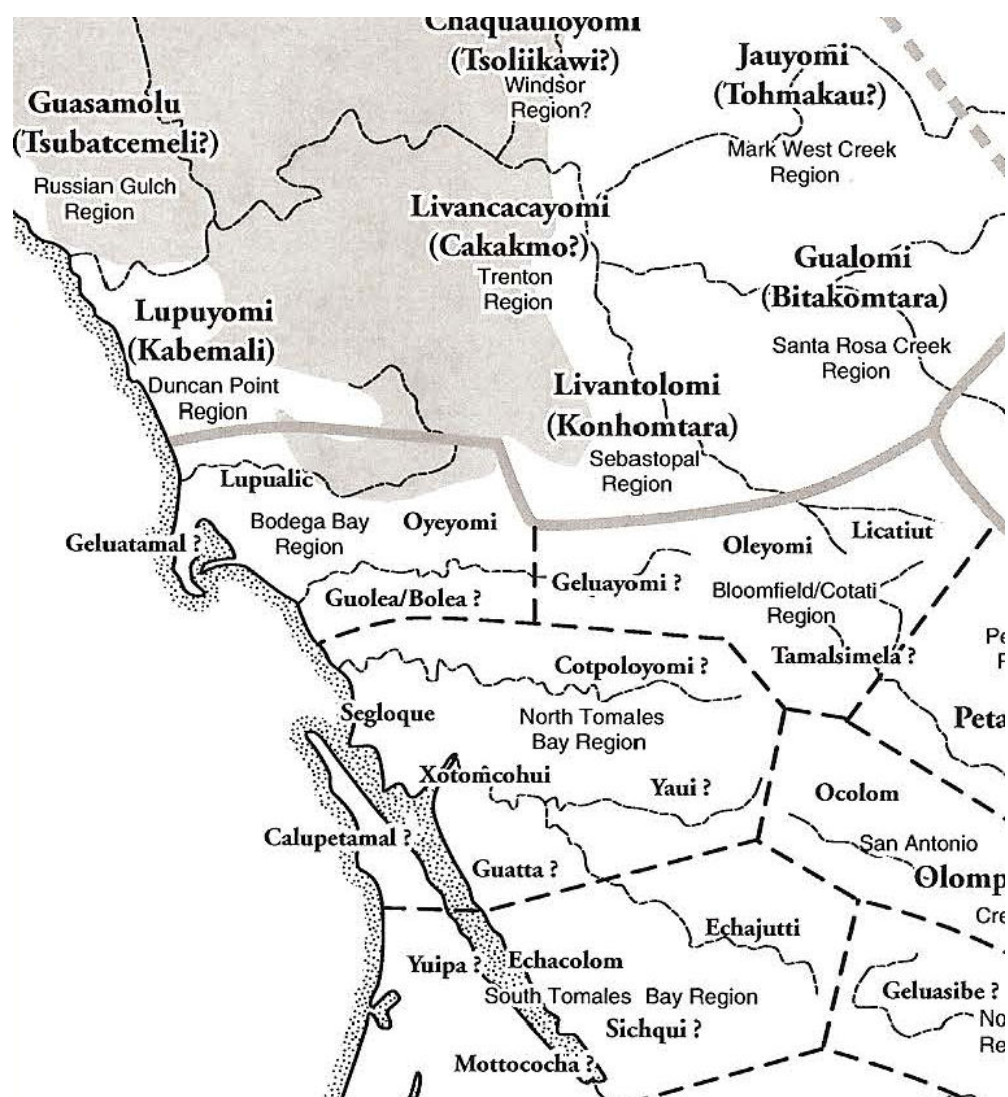


Figure 3: Pomo and Coast Miwok communities in the vicinity as reconstructed by Milliken (2009).



Due to the diverse supply of resources throughout this region, the Coast Miwok were well suited to an economy based on hunting, fishing, and the gathering of acorns and shellfish (Kelly 1978:415). They were adept at harvesting resources within wetland and coastal environments in particular, as plants that thrive in wetlands and shellfish from the ocean and bays were a prime source of food. The Coast Miwok used dip nets and spears to catch salmon and steelhead within local rivers, such as Salmon Creek and the Russian River, as well as bow and arrows fitted with obsidian points that were used to hunt small and large animals. Along with acorns, which were ground down and leached to make mush or bread, the Coast Miwok also utilized the buckeye fruit, the pepperwood fruit, and a variety of greens. Shellfish was an important source of food and material, and intense collecting of shellfish led to the formation of shell deposits known as midden heaps, mounds, or scatters, which are now the primary remains of most prehistoric sites near the coast and bay (Kelly 1978:417-418).

The Coast Miwok lived in conical structures that were small and made from two forked and interlocking poles, onto which additional poles were lashed, to form a cone shaped frame that was covered by grass (Kelly 1978:417). Approximately six to ten people would reside in one of these structures. Larger villages also often contained a large, circular, semi-subterranean sweathouse that was dug four feet into the ground and covered with a frame of poles topped with grass, and a ceremonial house that was built in the same manner as the sweathouse.

Tools were made from locally obtained materials including chert, obsidian, basalt, bone, antler, wood, and various types of plants. Beads and pendants were manufactured from locally obtained shell and include clamshell disc beads (used as money), *Olivella* beads, and abalone shell pendants. The shell of one species of clam was said by the Indians to be found nowhere else along the coast and furnished the material for the white clamshell beads found throughout the entire region (Barrett 1908:304). Clothing was minimal and based on seasonal weather. Women wore a double apron made of deerskin and men wore a similar type of loincloth.

Basket production was important to the Coast Miwok. Baskets were used for portage, storage, and cooking containers, as well as for seed beating, winnowing, and as hoppers for groundstone mortars. The Coast Miwok also traded for venison, medicinal plants, yellow paint, and turtles (Kelly 1978:419).

Although European contact with the Coast Miwok occurred as early as 1579 when Francis Drake stopped to repair the *Golden Hind* somewhere in the Point Reyes vicinity, contact with Europeans in the vicinity of Bodega Bay did not occur until 1775 when Peruvian explorer Juan Francisco de la Bodega y Quadra, a distinguished Lieutenant in the Spanish navy and for whom Bodega was named, entered and explored the bay on his return trip from the northwest coast in vessel called the *Sonora*. European occupation first occurred for a short period in 1793 by a Spanish garrison, then in 1804 by Ivan Kuskov, an employee of the Russian-American Company who was sent south from Alaska to locate a suitable site for a planned Russian settlement. The population of the Western Miwok dwindled significantly in the nineteenth century as a result of missionization, European-introduced diseases, such as smallpox, for which they had no immunity, as well as settlement of the area that resulted in tribal land being confiscated for lumbering, dairying, and agriculture purposes. By 1870, there were as few as seventeen Indians living in the Bodega area (Thompson 1877:95), and by 1908, the Western (Bodega) Miwok consisted of only four or five individuals who occupied an old village site at the mouth of the Russian River (Barrett 1908:304).

Barrett (1908) and Kelly (1978) reported the presence of five village sites and two old village sites in the vicinity of Bodega Bay. Barrett notes that "in addition to the coast villages there were villages in the small valley about Bodega Corners, and there were numerous places in the hills where camps were made during the seasons of food gathering" (Barrett 1908:304). The closest village site reported by Barrett (1908) or Kelly (1978) appears to have been located approximately 0.5 miles from the Project Area.

### **Contemporary Coast Miwok**

Today, there are many Coast Miwok living within their ancestral territory. In the year 2000 members of these tribes merged to form the Federated Indians of Graton Rancheria (FIGR), which is currently a Federally recognized tribe.

## **HISTORIC PERIOD SETTING**

### **Spanish Alta-California<sup>1</sup> (1769-1821)**

Spanish colonization of Alta California began with the establishment of the Franciscan Mission at *San Diego de Alcalá* in 1769 in San Diego's Mission Valley. The second Mission located in Monterey (*Mission San Carlos Borromeo*) was founded the next summer in 1770. The first Spanish Mission in the San Francisco Bay region was Mission *San Francisco de Asís* established in 1776, followed by Mission *Santa Clara de Asís* in 1777, Mission *San José* in 1797, Mission *San Rafael Arcángel* in 1817 and finally Mission *San Francisco de Solano* (Sonoma) in 1823. These four northern-most mission would have a profound influence on the native people of the Bay Area and by 1783, when secularization ended the California Mission System, over 2,800 Coastal Miwok had been baptized (Milliken 2009).

### **Russian Settlement of the Sonoma Coast (1812 - 1842)**

Russia began their expansion into North America with a massive scientific expedition to Alaska in 1741. The expedition motivated Russian investment in the Alaskan fur trade, and by the nineteenth century the Russian-American Company was actively competing with British and American fur-trading interests as far south as California. As a result, permanent settlements were established along the shores of northern California by the Russians that could supply food and a base for exploiting sea otter populations up and down the coast. In 1812, after exploring the Sonoma Coast, the Russian-American Company selected a place located 18 miles north of Bodega Bay, called *Metini* by the native Kashaya Pomo, where they established an administrative center called Fort Ross. Later, a number of smaller Russian settlements were established in the area, including a port at Bodega Bay called Port Rumianstev, a sealing station on the Farallon Islands, and by 1830 three small farming communities were established south of Ross that included *Kostromitinov* located on the Russian River near Willow Creek, *Khlebnikov* located one mile north of Bodega Bay in the Salmon Creek valley, and *Chernykh* located near present-day town of Graton (Schneider 2007; Stewart 1986). The Kostromitinov Ranch was an important way station between Fort Ross and the Russian colony at Bodega Bay and the river essentially acted as a "Russian highway" to the unexplored interior (Bancroft 1886).

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<sup>1</sup> *Alta California* was a polity of New Spain founded in 1769 and became a territory of Mexico after the end of the Mexican War of Independence on 1821.

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## The Mexican Period (1821 - 1846)

In 1821, Mexico won its independence from Spain with the signing of the Treaty of Córdoba and took possession of California, marking the end of the Spanish mission period and the beginning of the rancho period in *Alta California*. Dramatic changes occurred throughout California under Mexican rule due to the lack of strong oversight and military rule imposed by the Spanish, and soon new opportunities arose for trade, as foreign ships that had previously been held off by Spanish guarded military ports were allowed to dock and provide a variety of provisions to local settlers. In 1823, at the direction of Mexican Governor Jose Figueroa, Mariano Guadalupe Vallejo, a famous military commander, politician, and rancher, began construction of the Presidio of Sonoma (Mission Sonoma) to counter the Russian presence at Fort Ross. Vallejo also sent three men, Edward McIntosh, James Black and James Dawson, west to settle the Sebastopol / Valley Ford / Freestone areas to prevent further settlement by the Russians. However, in 1842, the Russian-American Company sold Fort Ross, as well as the outposts and holdings to Captain John Sutter of Sacramento, and left *Alta California* (Watrous 1998).

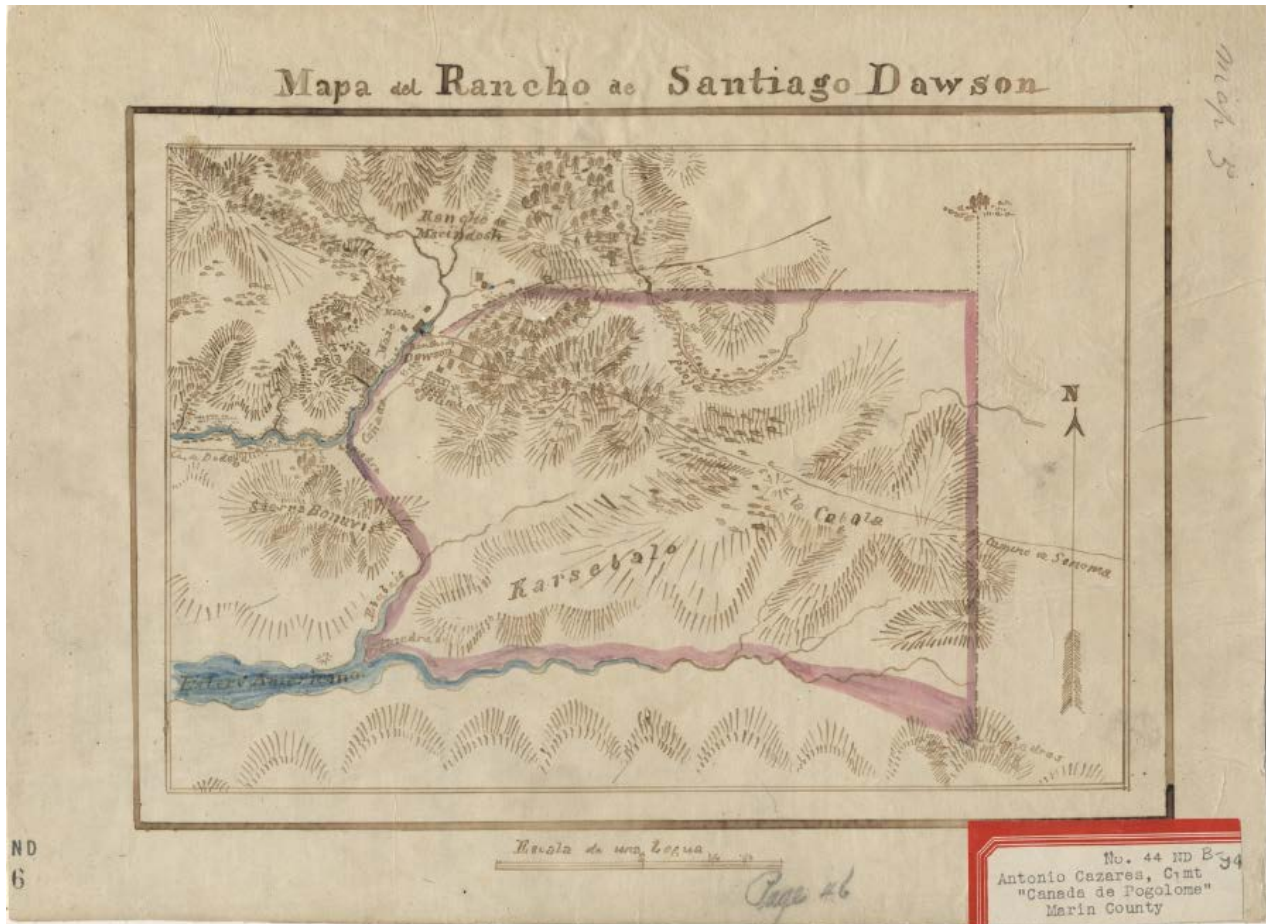
As with many politically prominent citizens and military leaders that served the Mexican government, McIntosh, Black and Dawson each applied for and received huge land holdings, called ranchos. In 1839, Dawson and McIntosh jointly applied for the *Rancho Estero Americano* land grant located to the west of the Project Area. However, when McIntosh went to Monterey for the necessary papers, he returned with papers made out only in his name. This infuriated Dawson and in spite, he sawed their residence in half and moved his half onto land that would later become his own land grant, *Rancho Canada de Pogolimi*, where the Project Area is located; and in that same year, the 8,849-acre *Rancho Estero Americano* was granted to McIntosh. James Black received the *Rancho Canada de Jonive*, located north of the Project Area, in 1845. His rancho was 10,787-acres and extended from present-day Sebastopol west to present-day Freestone. In 1848, Black sold *Rancho Canada de Jonive* to Jasper O'Farrell, and O'Farrell sold Black this land grant called *Rancho Nicasio*. O'Farrell married Mary McChristian in 1849 and they resided on the *Rancho Canada de Jonive* until he died in 1875. The photo below depicts Dawson's "half" of the home (Figure 4) captured sometime after its relocation to *Rancho Canada de Pogolimi* (Munro-Fraser 1880).



**Figure 4: Dawson “half” home on Rancho Canada de Pogolimi (calisphere.com).**

On December 27, 1837 the 8781.81-acre *Rancho Canada de Pogolimi* (also spelled *Pogolome* and *Pogolomi*) was purchased and settled by James Dawson (Figure 5) apparently deriving its name from “...the Indian village on the same tract” (Munro-Fraser 1880:185). In 1843, when James Dawson died his seventeen-year-old wife Maria Antonia Cazares (Dawson) inherited the Rancho and its holdings. By November of 1847, Maria Antonia re-married Frederick Gustavus Blume (where the town of Bloomfield got its name), and Blume became the manager of *Rancho Pogolimi* (Munro-Fraser 1880). It is during this period that the town of Freestone was established near the confluence of the *Pogolimi*, *Jonive* and *Estero Americano* Ranchos. Owing its name to the nearby “free” sandstone quarry, Freestone was surrounded by fertile timber forests and rich agricultural lands (Garcia and Associates 2010, Munro-Fraser 1880).





**Figure 5: Rancho de Santiago (*Canada de Pogolimi*) Land Case Map ca. 1850-1860 (calisphere.com)**

### **Early American Period (1848 - 1900)**

The early American Period in California is marked by the end of the Mexican-American War when the U.S. took possession of the territories of California and New Mexico in the signing of the Treaty of Guadalupe Hidalgo (1848). The Treaty of Guadalupe Hidalgo provided the resident Mexicans their American citizenship and guaranteed title to land granted to them in the Mexican period. Although the excitement of the Gold Rush from 1848 to 1850 caused land claims in California to be put aside, the potential for wealth drew numerous settlers to California from all over the U.S., as well as Scotland, Ireland, England, Germany, and France, which soon gave rise to land disputes. To help settle these land disputes, the U.S. Congress created the U.S. Land Commission following admission of California into the Union in 1850 to validate the land titles of Spanish and Mexican land grants in California. Although the Commission eventually confirmed most land grants, the cost of litigation forced most Californios, who were elite families that received large land grants from Spain and Mexico, to lose their land and cattle, and more often than not, their land was lost to newly arriving settlers and the lawyers who were hired to defend their land titles (Olmsted 1986). Following the death of Mr. Dawson, ownership of *Rancho de Pogolimi* was transferred to his wife, Maria Antonia Cazares Dawson. Upon her marriage to Mr. G. Blume ownership of the Rancho was again transferred. By 1849, Mr. Blume was selling portions of the Rancho to the newly arriving settlers, including Ferdinand Harbordt, who built Freestone's first in saloon (Ganda and Associates 2010).

In 1851, California was divided into 27 counties, including Sonoma County that also included present-day Mendocino County during this time. The U.S. Public Lands Survey System (PLSS) was utilized to subdivide public land (i.e. land not granted in the Spanish and Mexican periods) into 6-mile square townships that were then subdivided into 36 one-mile square sections, each made up of four 160-acre lots. In 1856, Sonoma County was divided into eleven townships.

The town of Freestone was established in 1853 and was named after a sandstone quarry the area. In that same year, several buildings were constructed, including the Freestone Inn, and a stagecoach line. When North Pacific Coast Railroad began building the narrow gauge railroad in 1872-73, the town of Freestone began to change, and in 1876 when the Freestone depot officially opened the town was relocated ½-mile north to be closer to the depot (Figure 6). The old location of Freestone then became known as “Lower Freestone” and the new town became known as “Upper Freestone” (Ganda and Associates 2010; Peterson and Peterson 1981).

From Freestone, the North Pacific Coast Railroad line traveled south through the valley where the Study Area is located hugging the hillside west of Valley Ford Freestone Road towards Valley Ford (Figure 7). From 1867 to 1930, the North Pacific Coast Railroad provided the means to transport lumber, dairy, and produce from Marin and Sonoma counties to the San Francisco Bay Area until the competition from automobiles ended its use (Ganda and Associates 2010; Trussell 1960). While the rail no longer exists evidence of this historic railroad line can still be seen in the local landscape.



**Figure 6: North Pacific Coast Railroad depot in Freestone, ca. 1888 (Courtesy of the Sonoma County History and Genealogy Library, Santa Rosa).**

## STUDY METHODS

The following methods were utilized to identify the presence or absence of potential significant cultural resources within the Project Area that could be impacted by the proposed Project: a record search and review of the 12.23-acre Study Area and a field survey of the proposed 3-acre Project Area. These methods are described below.

### RECORD SEARCH AND REVIEW

The purpose of the record search and review was to obtain and review information pertaining to previous cultural resources studies and previously recorded cultural resources located within one-half mile of the Study Area. The record search includes a review of information on file at the Northwest Information Center (NWIC) of the California Historical Resources Information Systems (CHRIS), as well as a review of the *California Inventory of Historic Resources* (California Department of Parks and Recreation 1976) and the Office of Historic Preservation's (OHP) *Five Views: An Ethnic Sites Survey for California* (1988), *California Historical Landmarks* (1990), *California Points of Historical Interest* (1992), *California Register of Historical Resources* (1998), and the Directory of Properties in the *Historic Property Data (HPD) File* for Sonoma County that includes an updated listing of the CRHR, NRHP, California Historical Landmarks, and the California Points of Historical Interest.

Research also included a review of historic maps dating from 1867 to 1971 to assist in determining the potential for historic-era resources to be present within the Project Area, as well as information about the soils, geology, and sediments, which were used to assess the sensitivity of the Project Area for containing buried prehistoric resources. Determining the geologic age of the landform on which the Project Area is located is important because most Pleistocene-age landforms (1.8 million years to 11,800 calibrated years before present) have little or no potential to contain buried prehistoric archaeological resources because they formed prior to occupation of the area by humans; however, most Holocene-age (post 11,800 calibrated years before present) landforms have the potential for buried sites because they formed when people occupied the region (Meyer and Rosenthal 2007:15). This is because the northern San Francisco Bay Area has undergone dramatic changes in the landscape over the past 13,000 years due to rising sea levels and increased sedimentation into streams and rivers (Meyer and Rosenthal 2007). These changes resulted in many late Pleistocene and early Holocene land surface being overlain by thick deposits of alluvial soils that are generally less than 5,000 years old and that have established an interface with an older land surface represented by a well-developed buried soil profile, or paleosol. Furthermore, certain landforms such as alluvial fans, floodplains, and areas along rivers and streams, are more likely to contain buried sites.

### FIELD SURVEY

The purpose of the field survey was to physically inspect the proposed cultivation area (Project Area) to determine if there are any potentially significant cultural resources present that could be impacted by the proposed Project. To accomplish this task, the field surveyor inspected the Project Area for evidence of prehistoric archaeological sites, including artifacts, such as chipped stone (obsidian, chert and basalt) flakes and tools (e.g. projectile points, knives, scrapers), shellfish remains, ground stone, fire-affected rock, and other indicators of prehistoric archaeological resources. The field surveyor also inspected the Project Area for evidence of historic-era archaeological resources, such as surface scatters of farming or

domestic type artifacts (i.e. glass, ceramic, metal, etc.), as well as features such as alignments of stone or brick, foundation elements from previous structures, minor earthworks, and historic plantings (i.e. old fruit, nut or other types of trees, and ornamental plants).

## STUDY FINDINGS

This section of the report provides the results of the CRS that included a records search and review of the Study Area that consists of the 12.23-acre parcel, and field survey of the Project Area that consist of the 3-acre proposed cultivation area, and is followed by the conclusions and recommendations sections.

### RESULTS OF RECORD SEARCH AND REVIEW

#### NWIC Records Search

EDS Archaeologist Ian Hickey, M.A., conducted a record search at the NWIC on May 7, 2018 (NWIC File #17-2639). According to information on file at the NWIC, the Study Area has not been previously evaluated to determine the presence or absence of cultural resources; however, there has been three previous cultural resource study conducted within one-half mile of the Study Area that is listed below in Table 1. Additionally, there are no cultural resources recorded within one-half mile of the Study Area. The closest recorded cultural resources include the historic-era A. P. Gaver Ranch (P-49-001795) located approximately 1-mile to the east (Johnson and Eastman 1995) and the historic-era James Watson/Hollis Hitchcock Farm (P-49-003787) located 2.20-miles to the northwest of the Study Area (Hoods 2007). The closest recorded prehistoric (possible Paleo-Indian) resource (P-49-002783) is located approximately 1.2 miles to the north along *Ebabias* Creek (Meyers 2000).

**Table 1: Previous cultural resource studies within a half-mile of the Project Area.**

NWIC #	Year	Title	Author(s)
S- 36162	2008	A Cultural Resources Evaluation of the Four Project Areas Located within the Estero Americano Watershed, Sonoma County, California.	Cassandra Chattan
S- 1035	1975	An Archaeological Investigation for the proposed route of the Christo Running Fence Project in Sonoma and Marin Counties.	Stephen Dietz
S- 11109	1989	An Archaeological Survey for the Proposed Minor Subdivision of the Assessor's Parcel Number 26-060-07, Valley Ford, Sonoma County, California.	Susan Alvarez

A check of the OHP's Directory of Properties in the HPD file for Sonoma County, California (dated 4/5/2012) does not list any resources within or adjacent to the Project Area, including those listed in the NRHP or CRHR, or that are listed as a California Historical Landmark, or California State Point of Historical Interest. The closest resources to the Project Area that is listed on the HPD is the Freestone Historic District located approximately 2.2-miles north of the Study Area. The district has forty-two contributing elements with a period of significance of 1870-1940 (Lang and Schultz 2012).





Topographic maps dating to 1942, 1948, 1955, 1959, 1963, and 1971 do not show the presence of any buildings within the Study Area; however, buildings are shown to the north, south, and west of the Study Area's location.

Aerial photos taken in 1952 and 1973 show the presence of a residence directly west of the Study Area on the opposite side of *Ebabias* Creek. The aerial photo from 1993 denotes a residence directly north of the Study Area.

### **Review of Project Area Soils and Geology**

The background research also included a review of information about the soils, geology, and sediments in the Study Area that was used to assess the potential for the Study Area to contain buried prehistoric archaeological resources. Soils maps and associated soil descriptions and profiles show that the Study Area contains Pajaro fine sandy loam, 0 to 2 percent slopes, derived from sedimentary rock. In a typical profile, this type of soil is characterized by fine sandy loam from the surface to a depth of 72-inches, below the surface. *Ebabias* Creek flows along the extreme western boundary of the Study Area. This area includes Blucher fine sandy loam, 0 to 2 percent slopes and is alluvium derived from sedimentary rock. This soil is characterized by fine sandy loam from the surface to a depth of 34 inches, and clay loam from 34 to 60-inches below the surface (USDA, NRCS 2018).

According to the geologic map of the Valley Ford 7.5-minute quadrangle (California Department of Conservation 2008), the majority of soils within the Study Area are associated with the Wilson Grove Formation (geologic unit Twg). The Wilson Grove Formation is Miocene-age (23.03 to 5.333 million years ago) and a predominantly marine sandstone deposit comprised of medium-fine grained sandstone with interbedded chert, quartz, and Roblar Tuff (Trt). Most Miocene-age landforms (23.03 to 5.333 million years ago) have little or no potential to contain buried prehistoric archaeological resources because they formed prior to occupation of the area by humans (Meyer and Rosenthal 2007:15).

The western portion of the Study Area along *Ebabias* Creek contains Holocene-age alluvium (geologic unit Qha) consisting of fluvial sediments of moderately to well sorted gravel, sand, silt and clay area present (California Department of Conservation 2008).

### **RESULTS OF FIELD SURVEY**

A field survey of the proposed 3-acre cultivation area (Project Area) was conducted by EDS Archaeologist, Gilbert Browning, M.A., RPA on May 7, 2018. The Project Area consists of a fenced-in area with miscellaneous grasses and agricultural infrastructure. Infrastructure includes a perimeter fence with security cameras, cloth-growing pots, shipping containers, tents, T-Post supports, hoop-house framing, and water holding tanks. Excluding the T-Posts (which are sunk into the ground to a depth of approximately 3 feet deep), all agricultural infrastructure is above ground. Vegetation within the Project Area includes waist high grasses covering approximately 40 percent of the proposed cultivation area. Several pine trees and eucalyptus are located along *Ebabias* Creek just beyond the Project Area on the west.

The methods used to complete the field survey of the proposed Project Area included a series of linear transects oriented north/south and spaced approximately one meter apart. The ground visibility was variable, with less than 40 percent surface visibility. The soil observed included yellowish brown



(Munsell 2.5YR 7/6) sandy loam. No prehistoric or historic-era artifacts, archaeological deposits, or other cultural resource types were identified during the field survey.



**Figure 8: Overview of Project Area, facing northeast, 5/7/2018.**



**Figure 9: Overview of Project Area, facing east, 5/7/2018.**

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## CONCLUSIONS

In accordance with CEQA regulations, guidelines, and the Sonoma County Cannabis Land Use Ordinance No. 6189, EDS conducted a CRS to determine if there are any potentially significant cultural resources within the Project Area that could be impacted by the proposed Project that includes the outdoor cultivation of cannabis, and to make further recommendations if needed. The CRS included a record search and review of the 12.23-acre parcel (Study Area) and a field survey of the proposed 3-acre cultivation area (Project Area) that were completed by EDS Senior Archaeologist, Gilbert Browning, M.A., RPA, who exceeds the Secretary of Interior's qualification standards in Archaeology. The government-to-government consultation with the local Native American tribes that is required by CEQA was conducted by the lead agency (i.e. Sonoma County Department of Agriculture/Weights & Measures); therefore, a Sacred Lands inventory and consultation with local Native American tribes was not conducted as part of the CRS.

The following is a summary of findings of the CRS:

- The record search did not identify the presence of any cultural resources within or immediately adjacent to the Project Area.
- The review of historic maps and resource inventories for the Project Area determined that the Project Area has a low potential to contain historic-era archaeological resources due to the lack of built-environment resources present in the historic period.
- The review of geologic and soils data revealed that western portion of the Project Area has a moderate to high potential to contain buried prehistoric resources and the remaining portion of the Study Area has a low potential to contain buried prehistoric resources.
- The field survey did not result in the identification of any potentially significant cultural resources within the proposed 3-acre cultivation Project Area.

In conclusion, the CRS did not result in the identification of any potentially significant cultural resources within the Project Area; therefore, no impacts to historical resources is expected to occur as a result of the proposed Project.

## RECOMMENDATIONS

Since impacts to historical resources are not expected to occur as a result of the proposed Project, no project-specific recommendations are warranted; however, due to the potential to encounter prehistoric resources, general recommendations are provided in the event that archaeological resources are discovered during Project-related earth-disturbing activities.

### RECOMMENDATIONS FOR UNANTICIPATED DISCOVERIES

It is recommended that if any prehistoric or historic-period material is encountered by equipment operators during ground-disturbing activities, or other individuals working within the Project Area, that work be halted in the immediate vicinity of the discovery area until a qualified archaeologist is retained to inspect the material and provide further recommendations for appropriate treatment of the resource



pursuant to CEQA regulations and guidelines. It is also recommended that if a prehistoric resource is encountered that the local Native American Tribes are immediately notified.

Historic-period resources potentially include all by-products of human land use greater than 50 years of age, including alignments of stone or brick, foundation elements from previous structures, minor earthworks, brick features, surface scatters of farming or domestic type material, and subsurface deposits of domestic type material (e.g., glass, ceramic, metal, etc.).

Prehistoric artifacts that are typically found associated with sites in the area include humanly modified stone (chert, obsidian, basalt flakes and tools), shell, bone or other materials such as charcoal, ash and burned rock that can be indicative of food procurement or processing activities.

Although unlikely, if human remains are encountered within the Project Area during construction, all work must stop in the immediate vicinity of the discovered remains and the County Coroner must be notified immediately. If the remains are suspected to be those of a prehistoric Native American, then the NAHC must be contacted by the Coroner so that a Most Likely Descendant (MLD) can be designated to provide further recommendations regarding treatment of the remains. An archaeologist should also be retained to evaluate the historical significance of the discovery, the potential for additional remains to be present, and to provide further recommendations for treatment of the resource following CEQA regulations and guidelines.

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# California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sonoma

} s.s.

On May 22, 2018 before me, Shawn Nichols, Notary Public

Name of Notary Public, Title

personally appeared Volker Rosenfelder

Name of Signer (1)

Name of Signer (2)

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

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

WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public



Seal

## OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

## Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Deed and agreement by and between Grantor and the County of Sonoma

containing 8 pages, and dated May 22, 2018

The signer(s) capacity or authority is/are as:

- ☒ Individual(s)  
☐ Attorney-in-fact  
☐ Corporate Officer(s) \_\_\_\_\_  
Title(s)

- ☐ Guardian/Conservator  
☐ Partner - Limited/General  
☐ Trustee(s)  
☐ Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) Entity(ies) Signer is Representing

## Additional Information

### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

### Other

- ☐ Additional Signer ☐ Signer(s) Thumbprints(s)  
☐ \_\_\_\_\_

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

County of Sonoma  
Permit and Resource Management Department  
2550 Ventura Avenue  
Santa Rosa, CA 95403

Recording Fees waived pursuant to Government Code section 6103.  
No transfer tax due pursuant to R&T sec. 11922.

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**DEED AND AGREEMENT  
BY AND BETWEEN  
GRANTOR  
AND  
THE COUNTY OF SONOMA  
CONVEYING A WELL MONITORING EASEMENT**

Volker Rosenfelder ("GRANTOR"), and  
the County of Sonoma, a political subdivision of the State of California ("COUNTY"),  
agree as follows:

**RECITALS**

A. **GRANTOR** is the owner of that certain real property located in the  
unincorporated area of Sonoma County, California, at:

1400 Freestone Valley Ford Road, Bodega, CA 94972

Assessor's Parcel No. 026-080-008-000, and more particularly described in Exhibit "A,"  
attached hereto and incorporated herein by this reference (hereinafter "the Property").

B. According to the **COUNTY'S** Monitoring Guidelines for Large Capacity  
Water Wells, discretionary uses for commercial or industrial projects that will use greater  
than .5 acre feet of groundwater per year must grant an easement in favor of the  
**COUNTY** to allow **COUNTY** staff to enter the property during normal business hours  
to read the water meter, measure the water level, and take other measurements as  
necessary to determine compliance with permit conditions.

C. A use permit granted by **COUNTY** for a  
Cannabis Cultivation

, File No. APC17-0015 ("the Project"). As a condition of approval of the  
Use Permit, **COUNTY** required **GRANTOR** to grant this well monitoring easement  
("Easement").

D. **GRANTOR** acknowledges that this Easement is granted to **COUNTY**  
in consideration of **COUNTY'S** approval of the Use Permit.

## EASEMENT

1. **Grant.** GRANTOR hereby grants to COUNTY and COUNTY accepts this Easement over the Property of the nature and character and to the extent hereafter expressed.
2. **Purpose.** The purpose of this Easement is to authorize COUNTY staff to enter the Property during normal business hours to read the water meter, measure the water level, and take other measurements as necessary to determine compliance with the conditions of approval of the Use Permit.
3. **Affirmative Rights of County.** COUNTY shall have the affirmative right to enter upon the Property during normal business hours to read the water meter, measure the water level, and take other measurements as necessary to determine compliance with the conditions of approval of the Use Permit.
4. **Term.** The term of this Easement shall commence upon the recordation of this Easement and shall continue for so long as the Use Permit remains in effect and the water well supplies the water for the Project. Upon the expiration of the term of this Easement, if requested by GRANTOR, COUNTY shall record an instrument acknowledging such expiration.
5. **Costs and Liabilities.** GRANTOR agrees to bear all costs and liabilities of any kind related to the operation, upkeep, and maintenance of the Property, and to defend, indemnify, hold harmless, and release COUNTY, its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including GRANTOR, relating thereto. GRANTOR and COUNTY intend and agree that COUNTY shall have no responsibility whatsoever for the operation of the Property, the monitoring of hazardous conditions thereon, or the protection of GRANTOR, the public, or any third parties from risks relating to conditions on the Property, and GRANTOR agrees to defend, indemnify, hold harmless, and release COUNTY, its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including GRANTOR, relating thereto. Without limiting the foregoing, COUNTY shall not be liable to GRANTOR or any other person or entity in connection with any entry upon the Property pursuant to this Easement, or on account of any claim, liability, damage, or expense suffered or incurred by or threatened against GRANTOR or any other person or entity, except as such claim, liability, damage, or expense is the result of COUNTY's sole active negligence or sole willful misconduct.
6. **Warranty of Ownership.** GRANTOR warrants that she/he is the owner in fee simple of the Property.
7. **Access and Control.** Except as otherwise provided in this Easement,



**GRANTOR** retains the exclusive right of access to and control over the Property. Nothing contained in this Easement shall be construed as affording the public a right of access to any portion of the Property or precluding **GRANTOR's** right to grant access to third parties across the Property, provided that such access is not inconsistent with this Easement.

8. **Amendment.** If circumstances arise under which an amendment or modification of this Easement would be appropriate, **GRANTOR** and **COUNTY** may mutually agree to amend or modify this Easement, provided that any such amendment or modification is in writing and signed by both **GRANTOR** and **COUNTY**, and is consistent with the purpose of this Easement. No amendment or modification of this Easement shall take effect unless and until it is recorded in the office of the Sonoma County Recorder.

9. **Interpretation and Construction.** It is the intention of the parties that this Easement shall be liberally construed to effectuate the purpose of this Easement. If any provision of this Easement is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid or unenforceable. If any provision of this Easement is found to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision of this Easement.

10. **Applicable Law and Forum.** This Easement shall be construed and interpreted according to the substantive law of California, excluding the law of conflicts. Any action to enforce the provisions of this Easement or for the breach thereof shall be brought and tried in the County of Sonoma.

11. **Easement to Bind Successors.** Throughout the term of this Easement, this Easement shall be a burden upon and shall continue as a restrictive covenant and equitable servitude running with the Property, and shall be binding upon and inure to the benefit of **GRANTOR**, her/his personal representatives, heirs, successors, and assigns, and all persons claiming by or through them pursuant to California law.

12. **Subsequent Transfers.** **GRANTOR** agrees to incorporate the terms of this Easement in any deed or other legal instrument by means of which any interest in the Property, including, but not limited to, a leasehold interest, is transferred. The failure of **GRANTOR** to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

13. **Termination of Rights and Obligations.** A party's rights and obligations under this Easement shall terminate upon transfer of the party's interest in the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

14. **Notices.** Any notice, demand, request, or other communication that either party desires or is required to give to the other under this Easement shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

**To GRANTOR:**

Volker Rosenfelder

1400 Freestone Valley Ford Rd.

Bodega, CA 94972

**To COUNTY:**

Sonoma County Permit and

Resource Management Department

Attn: Planning, Project Review-Health

2550 Ventura Avenue

Santa Rosa, CA 95403

or to such other address as either party from time to time shall designate by written notice to the other. Notice, if mailed, shall be deemed given upon deposit in the United States mail. In all other instances, notice shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the persons to whom notices, demands, requests, or other communications are to be given by giving notice pursuant to this paragraph.

15. **Number and Gender.** Unless the provision or context otherwise requires, the singular number shall include the plural and the plural the singular, and the masculine gender shall include the feminine and neuter.

16. **GRANTOR and COUNTY.** Wherever used herein, the terms "GRANTOR" and "COUNTY" and any pronoun in place thereof, shall mean and be construed to include the above-named **GRANTOR**, his/her personal representatives, heirs, successors, and assigns, and all persons claiming by or through them pursuant to California law, and the above-named **COUNTY**, its successors and assigns, respectively.

17. **Integration.** This Easement is the final and complete expression of the agreement between the parties and any and all prior or contemporaneous agreements written or oral are merged into this written instrument.

18. **Execution.** **GRANTOR** shall execute this Easement, cause the same to be acknowledged, and deliver said executed and acknowledged instrument to **COUNTY** in such form as to permit its acceptance by **COUNTY** and recordation in the office of the Sonoma County Recorder.


19. **No Liens, Encumbrances, or Conveyances.** After **GRANTOR** has executed this Easement, **GRANTOR** warrants that she/he will not record any lien, encumbrance, or otherwise convey any right, title, or interest in and to the Property until such time as this Easement has been accepted by **COUNTY** and recorded in the office of the Sonoma County Recorder.

**20. Captions.** The captions in this Easement have been included solely for convenience of reference. They are not a part of this Easement and shall have no effect upon its construction or interpretation.

**IN WITNESS WHEREOF, GRANTOR and COUNTY** have executed this Easement as set forth below.

**GRANTOR:**

Dated: 5/22/18

By:   
Print Name and Title:

**COUNTY:**

County of Sonoma

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Tennis Wick, AICP  
Director of the Sonoma County Permit and  
Resource Management Department



Survey No.: 10-491001583-JK  
Locate No.: CAFNT0949-0949-0010-0491001583  
Title No.: 10-491001583-AP

### EXHIBIT "A"

The land referred to herein is situated in the State of California, County of Sonoma, Unincorporated Area, and is described as follows:

Lot 2, as shown upon Parcel Map No. 2361-B, filed November 17, 1971 in Book 164 of Maps, at Page 7, Sonoma County Records.

Excepting therefrom any and all minerals or oil upon or under said land as reserved by Daisy Herbert, et al, by Deed recorded May 4, 1922, in Book 13 of Deeds, at Page 289, Sonoma County Records.

APN: 026-080-008-000