



Decision of Administrative Hearing Officer
UNLAWFUL MARIJUANA CULTIVATION ORDINANCE
(Tehama County Code Chapter 9.06)

ADMINISTRATIVE HEARING ON THE NOTICE OF VIOLATION
AND PROPOSED ADMINISTRATIVE PENALTIES: EHCE 24-39

DATE OF DECISION: 12/4/2024

Property Owner Name and Last Known Address:

Dakota Lane Farms, LLC

DBA Orchards

2854 Illinois Ave.

Corning, CA 96021

Occupants:

all occupants at this address

Tianhwa Yu

Site Address:

2854 Illinois Ave., Corning

Assessor's Parcel Number:

091-080-004

REGARDING the alleged violation(s) of the Tehama County Code ("TCC") as described below:

Any unlawful cultivation of marijuana. (TCC §9.06.035.)

The 10/9/2024 hearing on the Notice of Violation and Proposed Administrative Penalty ("NOV") was continued to 12/4/2024 in Department 4 of the Old Courthouse located on the second floor at 633 Washington Street, the Honorable Amber Lane presiding. At the continued hearing, the following person(s) appeared:

- ☒ Robert yeh ; and
☐ _____ ; and
☐ _____ ; and

☒ Parties not appearing at the continued hearing have failed to exhaust their administrative remedies; and

After examining the evidence presented at the hearing and considering the arguments, I find the following:

The notice of the continued hearing is

☒ proper; and

☐ not proper; and

I hereby find, based on the evidence presented at this continued hearing, the alleged violation(s):

- ☐ Was considered abated by the Enforcing Officer on _____; and
☐ Was voluntarily abated on _____ and no longer exists on the Premises; and
☒ Continued to exist on the Premises pursuant to TCC § 9.06.100; and
☐ Other _____; and

I hereby find that the proposed daily administrative penalty and/or abatement costs set forth in the NOV is:

- ☒ Imposed in the amount stated in the NOV for a total of \$ 30,000
☐ Modified to be: _____ for a total of \$ _____
☐ Disapproved to be \$NONE.

These findings are supported by the following evidence presented at this continued hearing:

- ☒ The Report and Accounting of the Enforcing Officer ("Invoice"); and
☒ Statements from the Enforcing Officer attesting that:
☒ The information contained in the Report is true and accurate; and
☐ Other: _____; and
☒ Other evidence submitted at this Hearing by:
☒ Enforcing Officer: Weston ; and



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☐ Other: _____; and

NOW, THEREFORE, as the Hearing Officer for the County of Tehama and based upon the record before me, issue the following orders:

☒ The amount of administrative penalty or administrative costs and/or costs of abatement or costs pursuant to TCC §§ 9.06.090, as set forth above, shall be final and conclusive. Payment shall be due WITHIN 20 CALENDAR DAYS AFTER SERVICE OF THIS DECISION.

☐ Other: _____

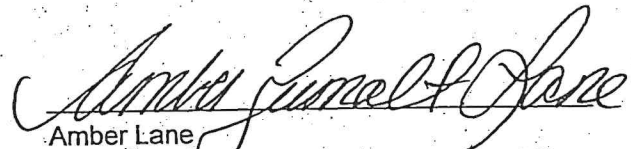
NOTICE IS HEREBY GIVEN: This Decision may be challenged pursuant to Code of Civil Procedure §§ 1094.5 and 1094.6. A writ of mandate must be filed within 90 days of the service of this Decision. A decision imposing any administrative penalty may be challenged pursuant to Government Code ("GC") § 53069.

ATTENTION!

YOU WILL BE REQUIRED TO PAY THE COST OF ANY ABATEMENT RESULTING FROM THIS DECISION, INCLUDING COST OF ADMINISTRATION, WITHIN 90 CALENDAR DAYS AFTER THE HEARING OFFICER HAS APPROVED OR MODIFIED THE ACCOUNTING OF THE ENFORCING OFFICER. THE BOARD OF SUPERVISORS MAY SPECIALLY ASSESS SAID COSTS ON THE COUNTY TAX ROLL AND AUTHORIZE RECORDATION OF A NOTICE OF ABATEMENT LIEN AGAINST THE PREMISES. (GC § 25845.)

YOU ARE REQUIRED TO PAY ANY ADMINISTRATIVE PENALTY IMPOSED OR MODIFIED WITHIN 20 CALENDAR DAYS AFTER THIS DECISION IS SERVED. (TCC § 9.06.165) THE BOARD OF SUPERVISORS MAY AUTHORIZE RECORDATION OF A NOTICE OF ADMINISTRATIVE PENALTY LIEN AGAINST THE PREMISES. (GC § 53069.4.)

12/4/24
Date of Decision


Amber Lane
Tehama County Administrative Hearing Officer

Tehama County Environmental Health Department
633 Washington Street, Room 36
Red Bluff, CA 96080
530-527-8020



Code Enforcement Account Invoice

TO: DAKOTA LANE FARMS, LLC
DBA ORCHARDS
2854 ILLINOIS AVE.
CORNING, CA 96021

Account ID	Date
AR0003307	11/18/2024
Invoice ID	Invoice Total Due:
IN0012230	\$ 30,000.00

PAYMENT DUE IMMEDIATELY

You received this invoice because you were either the property owner, occupant or a person who caused, permitted, suffers or maintained, conducted, or otherwise suffered or allowed the violation to exist.

APN: 091-080-004

Site Location: 2854 ILLINOIS AVE. CORNING

Date	Program/ Element	Description	Amount
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Invoice #IN0012230 --- Date of Invoice : 11/18/2024
11/18/24 8115 UNLAWFUL MARIJUANA ADMINISTRATIVE PENALTIES \$ 30,000.00
Penalties due for unlawful marijuana cultivation. \$1,000.00 per day starting 10/7/24 through 11/5/24
30 days at \$1,000.00

Total Due for This Invoice: \$ 30,000.00

Please make payments to Tehama County Environmental Health Code Enforcement
633 Washington Street, Room 36, Red Bluff, CA 96080 in the form of a cashier's
check or money order, no personal checks.

Interest shall accrue on any amounts due from the effective date until the date paid
pursuant to the laws applicable to civil judgments.



A

Farm Lease Agreement

Disclaimer: This Agreement has been prepared for general information purposes only and is intended to provide a starting point for farmers, as they develop Agreements for use in their business. Persons relying on such information do so entirely at their own risk. Since it is impossible to cover all legal contingencies and provisions in every situation, please consult with a legal professional to ensure that the Agreement accurately reflects the arrangements and relationship between the concerned parties.

This is a Farm Lease Agreement ("Agreement"), dated as of [July 30], 2024,
between Dakota Lane Farms ("Landlord"), a California LLC
, and Tianhua Yu ("Tenant"), a individual

Background

Landlord is the owner of property located in Tehama County, California comprising approximately [39] acres (the "Property"), which is described in more detail in Exhibit A. Landlord and Tenant desire that Tenant lease the Property for agricultural use on the terms set out in this Agreement.

Landlord and Tenant agree as follows:

1. Lease, Term, and Rent

1.1 Lease. Landlord leases to Tenant the Property for the use set forth in Section 2.1.

1.2 Term. Tenant has the right to use the Property for one year, starting on [August 1], 2024 and ending [July 30], 2026 ("Term").

1.3 Rent. Tenant will pay Landlord rent in the amount of \$ 5,000 ("Rent") for use of the Property during the Term. Tenant will pay the first half of the Rent upon signing this Agreement and the second half of the Rent on [insert time for second payment]. Tenant may mail the rent or deliver it in person to Landlord. Tenant may pay in cash or by personal check or cashier's check.

2. Use and Operations

2.1 Tenant Use. Tenant may use the Property only for the purpose of planting, growing, and harvesting. No livestock.

2.2 Farming Practices. Tenant will cultivate the Property in a timely, diligent, thorough, and farmer-like manner in accordance with good farming practices. Tenant will take care to not cause waste or damage to the Property or create a nuisance. Tenant is responsible for weeding, managing pests, preventing soil degradation, and irrigating responsibly.

2.3 Maintenance. Tenant will maintain the Property in a good and organized condition, including, without limitation, free of trash, debris, and unused equipment.

2.4 Improvements. Tenant may not place sheds, hoop houses, or otherwise install permanent or moveable structures on the Property without first obtaining Landlord's written approval. Landlord will not unreasonably withhold such approval.

2.5 Management Responsibility. Tenant is responsible for the planning, management, and carrying out of Tenant's operations on the Property. Tenant will pay all expenses, fees, and charges Tenant incurs in the process of maintaining and using the Property. Tenant is responsible for procuring necessary tools and equipment, seeds, and fertilizers, and for hiring, monitoring, and paying for any labor Tenant uses on the Property.

2.6 Storage. Tenant may store on the Property farming equipment and other personal property used for normal farming operations on the Property. Tenant may not store any materials that may be hazardous or that may cause damage to the Property (other than fuel for equipment), or that are not used for such farming operations. Tenant is responsible for the security of equipment, supplies or any other personal property stored on the Property. Landlord will not be liable for any claims arising from theft, loss, or damage of personal property left or stored on the Property.

2.7 Compliance with Law. Tenant will at Tenant's expense comply with all laws, including, without limitation, environmental, labor and employment, and occupational safety laws, applicable to Tenant's operations on the Property.

2.8 Prohibited Uses. Tenant may not conduct any non-production activities on the Property, including, without limitation, selling produce from a farm stand, camping, cookouts, renting out for events, or engaging in or hosting other recreational or income-generating activities, or do any burning on the Property, without first obtaining Landlord's written approval. Landlord will not unreasonably withhold such approval.

2.9 Inspection. Landlord may enter the Property at any reasonable time to inspect the Property and for the purpose of taking any other action Landlord believes is appropriate to confirm Tenant's compliance with this Agreement or protect Landlord's interest in the Property.

3. Water Use and Utilities

3.1 Irrigation System. Landlord will provide and maintain an irrigation hookup on or near the Property. Tenant is responsible for building and maintaining all infrastructure necessary to carry water from the hookup to and throughout the Property, including, without limitation, piping, drip tape, sprinklers, and valves. Tenant is responsible for maintaining Tenant's irrigation infrastructure and using the irrigation hookup in a responsible manner. If Tenant's use of the irrigation hookup results in damage beyond ordinary wear and tear, then Tenant will be responsible for paying any repair or replacement costs. Tenant will use water responsibly and sustainably including taking actions necessary to prevent erosion on the Property and to control the flow of excess irrigation water and runoff.

3.2 Utilities. Tenant is responsible for arranging for utilities and paying all utility costs relating to Tenant's use and possession of the Property, including, without limitation, water, electricity, gas, propane, water, sewer, waste removal, recycling, and garbage pickup.

4. Other Property Matters

4.1 **No Representations.** Landlord is not making any representations or warranties to Tenant about the Property including the suitability of the Property for Tenant's farming activities. Tenant is responsible for making Tenant's own inspection of farming conditions on the Property before entering into this Agreement. Tenant accepts the Property on an "as-is" basis as of the date of occupancy, subject to any easements, servitudes, rights of way, or other land rights.

4.2 **Assignment, Subleasing, and Licensing.** Tenant may not assign, sublease, or license all or any part of the Property without first obtaining Landlord's written approval. Landlord will not unreasonably withhold such approval.

4.3 **Liens and Encumbrances.** Tenant will not incur, create, or assume any lien or encumbrance on any portion of the Property, including any mechanic's or materialmen's liens, except any liens or encumbrances created under this Agreement. Nothing in this Section 4.3 will prevent Tenant from entering into customary crop financing and other financing arrangements and granting security interests in Tenant's crops, inventory, equipment, supplies, and other assets.

4.4 **Taxes.** Tenant is responsible for all tax returns and payments arising from Tenant's occupation and use of the Property, including without limitation, income, sales, and personal property taxes. Landlord will pay real property taxes.

4.5 **Sale by Landlord.** If Landlord should sell or otherwise transfer title to the Property, Landlord will require the transferee to recognize and take the Property subject to this Agreement. Tenant will recognize the purchaser as the owner and take such actions to that end as are appropriate, including entering into an agreement in customary form in which the Tenant recognizes and attorns to the purchaser.

5. Indemnification, Release and Insurance

5.1 **Indemnification by Tenant.** Tenant will indemnify and hold Landlord and Landlord's respective directors, officers, partners, shareholders, members, employees, and affiliates (collectively, "Landlord Parties") harmless against all claims, liabilities, losses, damages, expenses, and attorneys' fees that may be suffered or sustained by a Landlord Party arising directly or indirectly from: (a) Tenant's use or occupancy of the Property; (b) any claims by third parties Tenant invites onto the Property; (c) sale and consumption of food grown on the Property; or (d) any breach by Tenant of this Agreement, except to the extent the liability is caused by the gross negligence or willful misconduct of such Landlord Party.

5.2 **Indemnification by Landlord.** Landlord will indemnify and hold Tenant and Tenant's respective directors, officers, partners, shareholders, members, employees, and affiliates (collectively, "Tenant Parties") harmless against all claims, liabilities, losses, damages, expenses, and attorneys' fees that may be suffered or sustained by a Tenant Party arising directly or indirectly from Landlord's use or presence on the Property or any breach by Landlord of this Agreement, except to the extent the liability is caused by the gross negligence or willful misconduct of such Tenant Party.

5.3 **Waiver and Release of Claims by Tenant.** To the fullest extent permitted by law, Tenant waives any and all claims against Landlord and all other Landlord Parties resulting from death of or injury to Tenant or any other person arising directly or indirectly from Tenant's use and occupancy of the Property, regardless of the cause and even if caused by negligence, whether passive or active. Tenant agrees not to sue any Landlord Party on the basis of these waived and released claims. Tenant understands that the releases and waivers in this Agreement extend to claims that Tenant does not know of or does not expect to exist at the time Tenant signs this Agreement. Tenant waives the protections of Section 1542 of the California Civil Code.

5.4 Insurance. Throughout the Term, Tenant will maintain in full force and effect a comprehensive general liability insurance policy applicable to Tenant's occupation of the Property with limits of liability of at least [\$ 250,000] aggregate combined single limit for bodily injury and property damage liability, and [\$ 500,000] combined single limit per occurrence. Tenant's general liability statement will name Landlord as an additional insured. Tenant will also maintain such other insurance as required by law, including, without limitation, workers' compensation insurance.

6. Termination

6.1 Termination by Landlord. Landlord may terminate this Agreement if: (a) Tenant fails to make a rent payment within 7 [three] days of when payment is due; (b) Tenant abandons or vacates the Property for [fifteen] consecutive days; or (c) Tenant breach any other provision of this Agreement and the breach continues for more than [fifteen] days after Tenant receives written notice of the breach from Landlord, it being understood that if the breach cannot by its nature be cured within such 30- day period, then Tenant will have an additional reasonable period (which will not in any case exceed 30 days) to attempt to cure the breach. Such a termination will be effective [ten] days after delivery by Landlord to Tenant of a notice of termination. Tenant must then leave, quit, and surrender the Property to Landlord, but Tenant will remain liable for damages to the extent permitted by law. Landlord retains all rights to recover damages to the extent permitted by law and permissible under Section 1951.2 of the California Civil Code including, without limitation, unpaid rent for use of the Property until termination, rent to be paid for the remainder of the Term, and any amount necessary to compensate Landlord for charges incurred by reason of Tenant's failure to perform its obligations under this Agreement. All of Landlord's rights and remedies under this Agreement are cumulative and not alternative and will be in addition to all rights, powers, and remedies given to Landlord at law or in equity.

6.2 Termination by Tenant. Tenant may terminate this Agreement at any time. Such termination will be effective [60] days after delivery by Tenant to Landlord of a notice of termination. Tenant may also terminate this Agreement upon (a) a failure of the water supply, whether in terms of quantity, reliability or quality, or occurrence of fire, flood or other similar physical event, that materially interferes with Tenant's ability to farm the Property, or (b) a material breach of this Agreement by Landlord. Such a termination will be effective [15] days after delivery by Tenant to Landlord of a notice of termination.

6.3 Holdover. This Agreement terminates without further notice at the expiration of the Term. Any continued occupancy by Tenant of all or a portion of the Property after the expiration of the Term will be construed by the parties to be a tenancy from month-to-month on the terms set out in this Agreement, cancellable by either party upon 30 days' written notice. Any holding over is not a renewal or extension of the Term.

6.4 Surrender of the Property. Upon termination of this Agreement, Tenant will at Tenant's expense surrender the Property in good order and condition, reasonable wear and tear excepted, and will remove all of Tenant's personal property. Except as may otherwise be agreed in writing by Landlord and Tenant at the time of installation, all permanent improvements and alterations to the Property other than trade fixtures will belong to Landlord. Tenant may retain ownership of, and will remove, all sheds, mobile greenhouses, signs, and other non-permanent improvements Tenant may have made to the Property.

6.5 Personal Property. If Tenant leaves any of Tenant's personal property on the Property after the termination of this Agreement, Landlord may store it at a warehouse or any other location for Tenant's account and at Tenant's risk and expense. Landlord will release the property only when Tenant pays all charges relating to storage and all other amounts Tenant

owes Landlord under this Agreement. If Tenant does not reclaim the property within the period permitted by law, Landlord may sell it in accordance with law and apply the proceeds of the sale to any amounts Tenant owes to Landlord under this Agreement, or retain Tenant's property, granting Tenant credit for the reasonable value of the property against any amounts Tenant owes to Landlord.

6.6 **Survival.** Sections 4.4, 5, 6, and 7 of this Agreement will survive termination of this Agreement.

7. General Provisions

7.1 **Entire Agreement.** This Agreement, together with its exhibits, is the entire agreement between Tenant and Landlord and supersedes all prior or contemporaneous written and oral agreements. This Agreement may be amended only by a document signed by both Tenant and Landlord and reciting that it is an amendment to this Agreement. If there are any inconsistencies between this Agreement and its exhibits, this Agreement will control.

7.2 **Severability; Waiver.** If any provision in this Agreement is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law. Any waiver under this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

7.3 **Relationship.** Tenant and Landlord are independent contracting parties. Nothing contained in this Agreement will create a partnership, joint venture, fiduciary, or employment relationship between Tenant and Landlord. Neither Tenant nor Landlord have the power or authority to act on behalf of the other or in the other's name directly or indirectly in any manner. Landlord will not be responsible for any debts, liabilities, or obligations Tenant contracts or incurs in carrying out Tenant's farming operations on the Property or otherwise.

7.4 **No Third Party Beneficiaries.** Except as provided in Section 5.1 and 5.2, this Agreement is for the exclusive benefit of Tenant and Landlord and not for the benefit of any third party.

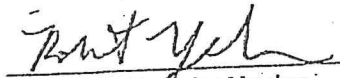
7.5 **Binding on Heirs.** This Agreement will be binding upon the heirs, executors, administrators, and permitted assignees or successors in interest of Landlord and Tenant.

7.6 **Notices.** Notices and consents under this Agreement must be in writing and delivered by mail, hand, fax, or e-mail to the addresses set out on the signature page of this Agreement or other addresses given by one party to the other in writing. Notices given in the manner will be considered given two business days after deposit in the mail, or the first business day after delivery to a courier, delivery by fax or transmission by e-mail.

7.7 **Governing Law; Jurisdiction.** This Agreement will be governed by California law. Tenant and Landlord consent to the exclusive jurisdiction of the state and federal courts for

This Agreement was signed by Landlord and Tenant as of the date stated in its first paragraph.

Dakota Lane Farms, LLC


Robert Yeh, Managing Member

Landlord address:

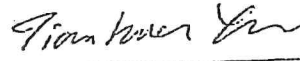
2854 Illinois Avenue
Corning, CA 96021

Exhibits:

A: Description and Map of Property

APN 091-080-004-000

Tianhua Yu



Tianhua Yu,

Tenant address:

2854 Illinois Avenue
Corning, CA 96021

Exhibit A

Description and Map of Property

B

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PROOF OF SERVICE

I, Margarita Garcia, declare:

1. I am over age 18, not a party to this action, and am employed in Tehama County, California at the Department of Environmental Health - Code Enforcement; my business address is 633 Washington Street, Room 36, Red Bluff, CA, 96080.

2. On December 9, 2024, I served the following documents:

- ☒ Copy of this Proof of Service
- ☒ Decision of Hearing Officer regarding penalties and/or costs
- ☒ Invoice
- ☒ Notice of Costs and/or Administrative Penalties Due
- ☐ Notice of Pending Nuisance Abatement Proceeding
- ☒ Payment Plan/Compromise Application
- ☐ _____

3. I served the documents on the following person(s):

- ☒ Dakota Lane Farms, LLC
Tianhua Yu, 2854 Illinois Ave, Corning, CA 96021
NAME ADDRESS
- ☒ Robert Phikle, managing Attorney 5776 Stoneridge Mall Rd # 360, Pleasanton, CA 94588
NAME ADDRESS
- ☒ Robert Yeh, 112 West Lagoon, Pleasanton, CA 94566
NAME ADDRESS

4. The documents were served by the following means, by:

- ☐ **Personal service.** I personally delivered the documents to the person(s) listed in item 3. Delivery was made to:
 - ☐ Party's Attorney: _____
 - ☐ Party: _____
- ☒ **United States mail.** I enclosed the documents in a sealed envelope addressed to the person(s) at the addresses listed in item 3, and deposited the sealed envelope with the United States Postal Service, with postage fully prepaid, at Red Bluff, CA 96080.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at Red Bluff, this December 9, 2024, at 4:30pm.

Margarita Garcia
NAME OF DECLARANT

[Signature]
SIGNATURE OF DECLARANT