

MEMBERS

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Airport Advisory Committee
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COLUSA COUNTY Airport Advisory Committee SPECIAL MEETING AGENDA

June 13, 2022

Board Chambers
546 Jay Street, Suite 108
Colusa, CA 95932

Welcome to a meeting of the Colusa County Airport Advisory Committee. If you are scheduled to address the Committee, please state your full name for the record. Regularly numbered items may be considered at any time during the meeting. All items are listed in accordance with the Ralph M. Brown act. We invite all members of the public to attend.

You can listen to the meeting by dialing one of the teleconference numbers below:

Phone: 1-916-246-0723
Toll-Free: 1-800-356-8278
Conference Code: 401978 **(This line is for listening in only.)**

1:30 p.m. CALL TO ORDER
• Pledge Of Allegiance

I. PUBLIC COMMENT

II. SITTING AS THE AIRPORT LAND USE COMMISSION

1. Review and adopt a Resolution finding that the Hunny Pot Farms', Inc. Development Agreement with the City and project is consistent with the Airport Land Use Compatibility Plan.
2. Adopt a Resolution making a finding that the Rancho Colus Apartment project is consistent with the County's Airport Land Use Compatibility Plan.

III. REPORTS

1. Staff Comments/Reports
2. Member Comments/Reports
3. Ad Hoc Committee Report

ADJOURN

THE NEXT REGULAR MEETING OF THE COLUSA COUNTY AIRPORT ADVISORY COMMITTEE IS SCHEDULED FOR July 11, 2022.

PERIOD OF PUBLIC COMMENT: Any person may speak about any subject of concern, provided it is within the jurisdiction of the Colusa County Airport Advisory Committee and is not already on today's agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of 15 minutes per issue and each individual or group will be limited to no more than 5 minutes each within the 15 minutes allocated per issue. **Note:** No action shall be taken on comments made under this comment period.

ADA COMPLIANCE: Upon request, Agendas will be made available in alternative formats to accommodate persons with disabilities. In addition, any person with a disability who requires a modification or accommodation to participate or attend this meeting may request necessary accommodation. Please make your request to the County Board Clerk, specifying your disability, the format in which you would like to receive this Agenda, and any other accommodation required no later than 24 hours prior to the start of the meeting.

All supporting documentation is available for public inspection and review in the office of the Board Clerk, 547 Market Street, Suite 102, Colusa, CA 95932 during regular business hours 8:30 a.m. to 5:00 p.m., Monday through Friday.
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**COUNTY OF COLUSA, CA****Request For Airport Advisory Committee**

MEETING DATE: June 13, 2022

DEPARTMENT: Community Development

FROM: Greg Plucker

SUBJECT: Hunny Pot Farms' ALUCP Consistency Determination Resolution

SITTING AS THE AIRPORT LAND USE COMMISSION

Review and adopt the attached Resolution finding that the Hunny Pot Farms', Inc. Development Agreement with the City and project is consistent with the Airport Land Use Compatibility Plan.

PROJECT OVERVIEW**Referring Agency:**

City of Colusa
ATTN: Bryan Stice
425 Webster Street
Colusa, CA 95932
planning@cityofcolusa.com
(530) 458-4740

Project Applicant:

Ray Davis
Hunny Pot Farms, Inc.
2949 Niagara Ave
Colusa, CA 95932

Owner:

Ed Hulbert
Colusa Industrial Properties
50 Sunrise Boulevard
Colusa, California 95932

PROJECT SUMMARY:

At the Commission's May 2, 2022 meeting, the Commission reviewed the proposed

Hunny Pot Farms, Inc. Development Agreement with the City of Colusa for consistency with the County's Airport Land Use Compatibility Plan (ALUCP). Please refer to Attachment #1 for the staff report from that meeting.

At the conclusion of the meeting, the Commission voted to find that the project was consistent with the ALUCP provided that additional FAA 7460 Forms (Notice of Proposed Construction) were filed and that the resultant FAA determinations were "not a hazard to aviation". Subsequent to the meeting, FAA staff responded that a comprehensive hazard determination study was possible for the entire project with just the filing of two additional points, based on the initial determinations that had been made for Buildings #1 and #9 (Attachment #2). Staff believes that these two additional studies, per the FAA, would address the notification issue discussed at the Commission's May 2, 2022 meeting. As discussed at that meeting, the review and acceptance of these determinations would be done at the staff level.

The attached resolution has been prepared to be consistent with the Commission's May 2, 2022, as well as provide flexibility for the determination based on the FAA's updated guidance.

PUBLIC COMMENTS:

No public comments have been received at this time. If comments are received following distribution of this staff report, those comments will be provided to the Airport Land Use Commission at the meeting.

ALUC STAFF RECOMMENDATION:

Staff recommends that the Commission review and adopt the attached resolution finding that the Hunny Pot Farms project is consistent with the ALUC pursuant to the detailed findings in said resolution.

PRIOR COMMITTEE ACTION

At the Commission's May 2nd meeting, the Commission moved to find the proposed project was consistent with the ALUCP and directed staff to return with the necessary resolution to make this determination.

FISCAL IMPACT/FUNDING SOURCE

None

PREPARATION:

Prepared By:

Greg Plucker, Community Development Director (530) 458-0483

ACTION FOR THE CLERK

Obtain the Chair's signature on the resolution and forward an electronic copy to the Community Development Director.

ATTACHMENTS:

- Proposed ALUC Hunny Pot Farms Consistency Resolution (DOCX)
- Exhibit "A" Hunny Pot Farms Project Description (PDF)
- Exhibit "B" Site Plan (PDF)
- Attachment #1 ALUC May 2nd Staff Report Packet Hunny Pot Farms (PDF)
- Attachment #2 FAA Proposed Construction Notification Filing Requirements (PDF)

RESOLUTION NO. 22-__

**A RESOLUTION OF THE COLUSA COUNTY AIRPORT LAND USE COMMISSION
MAKING AIRPORT LAND USE COMPATIBILITY PLAN CONSISTENCY FINDINGS
REGARDING THE HUNNY POT FARMS, INC. PROJECT AND
DEVELOPMENT AGREEMENT WITH THE CITY OF COLUSA**

WHEREAS, on February 18, 2022 the City of Colusa referred the proposed nine (9) building Hunny Pot Farm's, Inc. project to the Airport Land Use Commission (ALUC) for a consistency determination with the Colusa County's Airport Land Use Compatibility Plan (ALUCP);

WHEREAS, the project site has an address of 2949 Niagara Avenue, Colusa and is located approximately 950 feet west of the end of Airport Runway 13 (APN: 017-130-028);

WHEREAS, the project site is located within the ALUCP's C1 and C2 Compatibility Zone and pursuant to the Airport Land Use Compatibility Plan (ALUCP) Section 2.2 (h) (nonresidential buildings greater than 10,000 sq.ft.), Section 2.2 (j) (FAA hazard determination), and Section 2.2.2 (e) (development agreement) the project is required to be reviewed by the ALUC for consistency with the ALUCP;

WHEREAS, on May 2, 2022, the proposed project was submitted to the ALUC for review of its consistency with the ALUCP and at which time the Commission considered the staff report, the requirements of the ALUCP, Federal Aviation Part 77 Regulations, and all oral and written testimony presented concerning the application;

WHEREAS, following the ALUC's review the Commission determined that to comply with FAA and ALUCP requirements with respect to the filing of FAA Part 77 Notice of Proposed Construction that additional filings for each of the nine (9) buildings were required and the Commission voted to find the proposed Development Agreement was consistent with the ALUCP provided that the additional FAA Part 77 hazard determinations be first completed and provided to County staff to also confirm that the resultant FAA determinations were "not a hazard to aviation";

WHEREAS, following the ALUC meeting, FAA staff determined that a comprehensive hazard determination study was possible for the entire project with the filing of two additional height points, based on the initial determinations that had been made for Buildings #1 and #9; and

WHEREAS, the ALUC has considered this additional information and finds that reduced scope of the Part 77 Proposed Notice of Construction filings pursuant to the FAA's staff determination is consistent with the Commission's previous motion to ensure that a hazard determination for each of the nine (9) buildings is prepared in order to find that the proposed Development Agreement and project is consistent with the FAA and Compatibility Plan's requirements.

NOW, THEREFORE, BE IT RESOLVED that the Colusa County Airport Land Use Commission makes the following determinations and findings based on the totality review of the project:

- I. The Commission can only make a finding of consistency or inconsistency for the proposed buildings and use considered herein and is unable to make any finding of consistency with respect to any future use or development on the project site and, as such, all future uses and development not considered herein must be submitted to the County's ALUC staff to determine if the Commission is required to make a review of consistency consistent with the ALUCP.
- II. The proposed use and development as shown in Exhibit "A" and Exhibit "B" attached hereto and incorporated by reference has the potential to be inconsistent with the ALUCP and/or FAA regulations due to use compatibility, the population density, open space, noise impacts to sensitive receptors, light and glare impacts, and hazards due to the height of the buildings. All of which could negatively impact aviation at the Colusa County Airport. However, based on the following facts, conditions on the proposed development and use, and agreement of project proponents to said conditions detailed herein the proposed project would be consistent with the ALUCP:

A. Use Compatibility

1. The subject site is located in the ALUCP's C1 and C2 Compatibility Zones. The C1 Compatibility Zone covers approximately 2/3 of the easterly portion of the property and the C2 Zone covers approximately 1/3 of the westerly portion of the site.
2. The proposed use within the buildings would be considered a light industrial "Indoor Storage" use by the ALUCP which includes: wholesale sales, distribution centers, warehouses, mini/other indoor storage, barns, and greenhouses. The proposed use would be consistent with the ALUCP C1 and C2 uses.
3. The proposed use would not involve the storage of hazardous materials. In the future, should hazardous materials in an amount that would trigger a permit from the Colusa Certified Unified Program Agency (CUPA), the proposed storage shall be reviewed by ALUC staff to determine whether said use would require further consistency review by the ALUC. This consistency review shall occur prior to said storage of any such hazardous material(s).

B. Density of the Number of Persons on the Site

1. Based on the 1,000 sq.ft./employee standard of Table 3A of the ALUCP, a maximum of 92 persons, with no more than 32 persons on any one acre, would be anticipated for the light industrial "Indoor Storage" use;

2. Project Proponents have stated that a total of 3 employees would be present in the first phase and 2 additional employees per building would be added for a total of approximately 15 employees on the site and the proposed Development Agreement indicates a range from 15-20 persons. Therefore, the number of persons on the site would be consistent with the ALUCP.
3. In the future, should occupancy of the site be proposed or would exceed the ALUCP's calculated maximum of 92 persons, with no more than 32 persons on any one acre, (based on the 1,000 sq.ft. per employee standard for the light industrial "Indoor Storage" use) the occupancy density shall be reviewed by ALUC staff to determine whether said occupancy would require further consistency review by the ALUC. This consistency review shall occur prior to said increased occupancy occurring.

C. Exposure of Persons to Excess Noise

1. The proposed buildings are subject to a noise exposure level of approximately 62 to 67 dB Ldn. Typical construction techniques for possible future noise sensitive office space uses would afford approximately 25 dB of noise reduction and would significantly reduce aircraft noise impact.
2. The City shall ensure that any interior office space or use to support the proposed project be constructed to meet the minimum construction requirements necessary to obtain an interior noise level pursuant to the City's General Plan Noise Element (45 dB Ldn).

D. Exterior Lighting and Glare Impacts

1. The installation of high-intensity and/or unshielded exterior building or other outside lighting could create a negative impact to night-time aircraft flight operations.
2. The City shall ensure that any exterior lighting that is installed in conjunction with the proposed development shall be at the minimum intensity level to provide the necessary illumination, shall be shielded to prevent off-site glare impacts, and shall be directed downward to focus the light on the ground.
3. The buildings will feature solid walls and roof materials which would minimize any off-site light and glare impacts.

E. Avigation Easements

1. Section 3.7.1(b) of the Compatibility Plan specifies that an Avigation Easement shall be required for any proposed development for which discretionary local approval is required.

2. The proposed project does trigger discretionary approval by the City of Colusa and the ALUC and therefore the proposed project is required to grant an Avigation Easement to the County of Colusa.
3. The ALUC does hereby find that prior to the issuance of occupancy for any building within the proposed project that an Avigation Easement substantially consistent with the sample easement of Appendix “E” of the ALUCP shall be granted to the County of Colusa.

F. Height Obstructions

1. Pursuant to Federal Aviation Regulations Part 77.9(b)(2), a notice of proposed construction is required to be submitted if a proposed building’s height would exceed the 50:1 imaginary surface which extends outward and upward from the nearest point of the nearest runway.
2. Project proponents have submitted a height analysis for two of the buildings (Building #1 and Building #9) which shows that these buildings’ roof peaks penetrate the 50:1 surface plan and pursuant to FAA regulations an aeronautical study was conducted for Building #1 (2022-AWP-3766-OE) and Building #9 (2022-AWP-3756-OE). Said FAA aeronautical studies determined that the proposed building construction would not be a hazard to air navigation provided that the conditions of the aeronautical studies are met.
3. Based on the aeronautical studies that were prepared, a number of the other proposed buildings will have encroachments into the 50:1 7460-1 notification slope but the necessary information to determine the exact number of buildings has not been submitted.
4. Section 6-3-13(d) of FAA ORDER JO 7400.2N prescribes the factors to be used in determining whether a building can be considered shielded and based on the analysis in the staff report and after considering all testimony provided at the ALUC meeting of May 2, 2022, the Commission does hereby find that Building #2 through Building #8 are not considered to be shielded due to the lack of information which shows that there would be at least one such shielding structure situated on at least three sides of a shielded structure (building) at a horizontal distance of not more than 500 feet and that Part 77 Notices of Proposed Construction are required for all of the proposed structures.

5. Subsequent to the May 2, 2022 ALUC meeting, on Wednesday May 3, 2022 County ALUC staff received documentation from Dan Shoemaker, Airspace Specialist, Nevada and Northern California, Seattle Obstruction Evaluation Group indicating that only two additional points needed to be filed in order to conduct the hazard determination for the entire nine-building project.
6. Based on the additional information from Mr. Shoemaker, the ALUC finds that the additional aeronautical studies required by Mr. Shoemaker would address the project's compliance with the applicable FAA and ALUCP Part 77 Notice of Proposed Construction filing requirements provided that said studies result in a determination of not a hazard to aviation.
7. The ALUC also finds that said studies shall be submitted to County ALUC staff and provided that said studies result in a determination of not a hazard to aviation, County ALUC staff is hereby authorized by the Commission to accept the studies as the FAA's determination that the unstudied buildings (Buildings #2 through #8) and/or the relocated building (Building #9) are not a hazard to aviation.
8. The ALUC finds that access to and from the project site will be through the use of Niagara Avenue and, as such, any height issues associated with traffic on Farinon Road will not be an issue.

G. Development Agreement

1. The proposed Development Agreement is part of the City's entitlement requirements to permit a cannabis business within the City limits. Section 2.2.2(e) of the ALUCP specifies that "Development Agreements or Amendments to such Agreements" require ALUC consistency review. The proposed development agreement would vest the entitlement approvals of the proposed nine (9) building development project per the Development Agreement's terms and conditions.
2. Section 3.5.4(c) of the ALUCP allows the Commission to defer the filing and review of a Part 77 Notice of Proposed Construction. However, because there is no language in the Development Agreement addressing the deferred submittal or qualifying the project approval subject to the completion of the future hazard studies, the Development Agreement cannot be determined to be consistent with the ALUCP until such studies have been completed and accepted by County airport staff pursuant to Section F.7 herein. If there are any qualifying requirements or conditions made part of the FAA's determination of "would not be a hazard to air navigation", staff may refer the matter back to the ALUC for the final consistency review.

PASSED AND ADOPTED this _____ day of June, 2022 by the following vote:

AYES:

NOES:

ABSENT:

Mike West, Chair
Airport Land Use Commission

ATTEST: Wendy G. Tyler, Secretary
Airport Land Use Commission

ATTEST TO FORM

Melissa Kitts, Deputy Clerk

Richard Stout, County Counsel

Attachment: Proposed ALUC Hunny Pot Farms Consistency Resolution (8386 : Hunny Pot Farms (ALUC #22-01))

Exhibit "A"

Project Description

Inside of Building Uses:

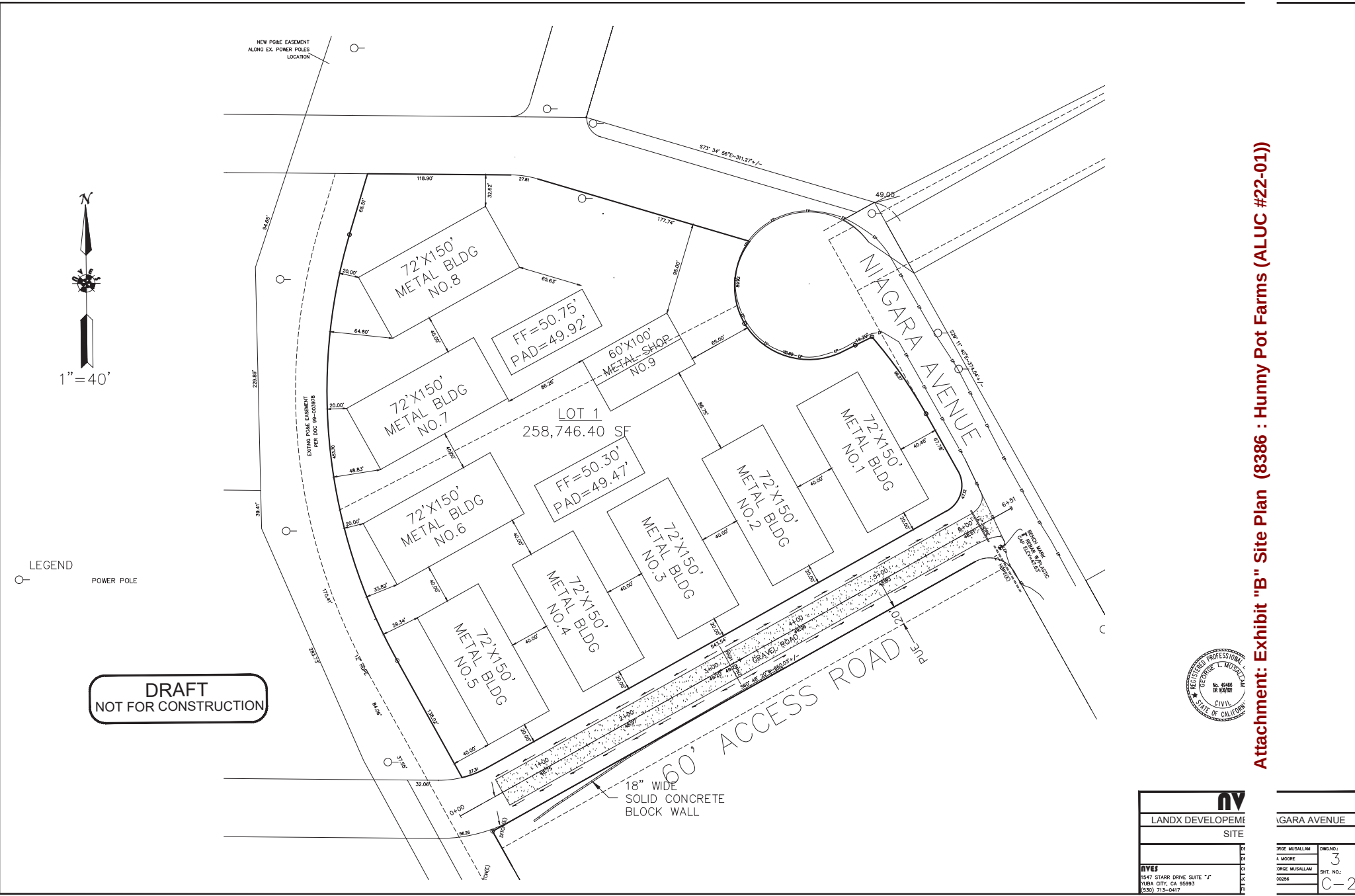
- Uses occurring within the buildings will include the following - Cannabis will be cultivated: planted, harvested, dried, and trimmed within the facilities
- End Products – Cannabis dry flower
- Hazardous materials – Standard bleach, fertilizer (Athena proline)
- Hours of operation – 7 am-6 pm daily
- Number of employees – 3 total employees in phase 1 and expanding an estimated two employees for each additional building

Outside of Building Uses:

- Uses occurring outside the building - In alignment with state requirements, a licensed distributor will be contracted to transport, package, and arrange the testing of the cannabis flower. Once the product has passed testing and meets all packaging and labeling requirements, the distributor will transport the finished goods to a retail premise
- Storage – there will be NO external storage – all will be maintained in each facility or building outlined as dry storage
- Types of vehicles – standard personal vehicles and occasional semi-truck and trailer for deliveries
- Projected number of trips – few on a daily basis
- Location of vehicle parking – were convenient on property
- Exterior improvements (including landscaping and fencing)
 - Perimeter fence to be install – 6 ft in height
 - Landscaping N/A
 - Gravel compacted base lot/dirt
- Exterior lighting (intensity, locations, wall mounted locations)
 - Exterior building packs for path and travel lighting (downward facing)
- Parking lot lighting (including pole heights)
 - No designated parking lot lights

EXHIBIT "B"

2.1.c



Attachment: Exhibit "B" Site Plan (8386 : Hunny Pot Farms (ALUC #22-01))



LANDX DEVELOPEME
SITE

NYES
1547 STARR DRIVE, SUITE "J"
YUBA CITY, CA 95993
(916) 713-0417

DRWG. NO.:
3
SHT. NO.:
C-2



Request For Airport Advisory Committee

MEETING DATE: May 2, 2022

DEPARTMENT: Community Development

FROM: Greg Plucker

SUBJECT: Hunny Pot Farms' ALUCP Consistency Review

SITTING AS THE AIRPORT LAND USE COMMISSION

Review the proposed Hunny Pot Farms development for consistency with the County's Airport Land Use Compatibility Plan and provide direction to staff on preparing a resolution based on the Commission's consistency determination.

PROJECT OVERVIEW

Referring Agency:

City of Colusa
ATTN: Bryan Stice
425 Webster Street
Colusa, CA 95932
planning@cityofcolusa.com
(530) 458-4740

Project Applicant:

Ray Davis
Hunny Pot Farms, Inc.
2949 Niagara Ave
Colusa, CA 95932

Owner:

Ed Hulbert
Colusa Industrial Properties
50 Sunrise Boulevard
Colusa, California 95932

Project Summary:

The City of Colusa has referred the proposed Hunny Pot Farms, Inc. project to the Colusa County's Airport Land Use Commission (ALUC) for a consistency review of the

project with the Colusa County's Airport Land Use Compatibility Plan (ALUCP).

As detailed in the project description (Exhibit "A"), Hunny Pot Farms, Inc. proposes to establish a cannabis cultivation facility on an approximate 5.94 acre site in the Colusa Industrial Park. As shown on the attached site plan, full build-out of the project would include up to 8 - 10,800 sq.ft. metal industrial buildings totaling some 86,400 sq.ft. and 1 - 6,000 sq.ft. metal building (Exhibit "B"). Actual construction of the project would occur in phases with the first phase involving cultivation in Building #1 and #2 totaling some 21,600 sq.ft. located at the southeast corner of the site and dry storage in Building #9 totaling some 6,000 sq.ft. located at the northeast corner of the site.

The buildings themselves would be constructed with a metal support structure with the roofing and walls being 24/26 gauge metal panels. The cultivation buildings measure 72 feet in width by 150 feet in depth (10,800 sq.ft.) and have an eave height of 16 feet with the roof peak at approximately 25.6 feet above the finished floor. The dry storage building measures 60 feet in width by 100 feet in depth (6,000 sq.ft.) and has an eave height of 20 feet and a roof peak at approximately 32.5 feet above the finished floor.

The use of the buildings would involve the cultivation (planting and growing) of cannabis plants and the harvesting, drying, trimming, and storage of cannabis flowers. The hours of operation would be from 7:00 am to 6:00 pm daily with a total of 3 employees in the first phase and adding 2 additional employees per building for a total of approximately 15 employees on the site at build-out. Pursuant to State law, a separately licensed firm would be contracted with to test, package and transport the product to a another separately State licensed retail outlet. Truck traffic would be limited with an average of 2 to 3 trips on a daily basis at build-out.

Exterior improvements would be limited as there will be no outdoor storage of materials or product. Exterior lighting would be provided by exterior building lighting which would be shielded and directed downward to prevent off-site glare. If parking lot lighting would be needed for security, the light standards would be below the roof peaks and would also be shielded and directed downward to prevent off-site glare which would not trigger any further ALUC review. The perimeter of the property would be secured by fencing and would be approximately 6 feet in height. If necessary for security, a higher fence may be desired but it would not be higher than 10 feet which would not trigger any further ALUC review.

Location:

The subject site has an address of 2949 Niagara Avenue in Colusa. As shown below, the site is located approximately 950 feet west of the end of Airport Runway 13 (APN: 017-130-028).

**ANALYSIS:****Airport Land Use Compatibility Plan Review (ALUCP):**

The proposed project requires that the Commission review the proposal for consistency with the ALUCP due to the following:

- 1.) Section 2.2 (h): Nonresidential development (buildings) greater than 10,000 sq.ft.

The proposed Development Agreement would vest building entitlements to construct 9 buildings totaling approximately 92,400 sq.ft.

- 2.) Section 3.5.4 (Notice of Proposed Construction) and Section 2.2 (j) (Hazard to Air Navigation Determination)

Pursuant to Federal Aviation Regulations Part 77.9(b)(2), a notice of proposed construction is required to be submitted if a proposed building's height would exceed the 50:1 imaginary surface which extends outward and upward from the nearest point of the nearest runway. CIP representatives have submitted a height analysis for two of the buildings (Building #1 and Building #9) which shows that these buildings' roof peaks penetrate the 50:1 surface plan (Attachment #1). With respect to the other proposed 7 buildings, CIP representatives believe that these buildings (Buildings #2 through #8 of Exhibit "B") should be exempt

from the 7460-1 filing requirements pursuant to FAA Regulation 77.9(e)(1) which states that the notice for construction does not need to be filed for:

"Any object that will be shielded by existing structures of a permanent and substantial nature or by natural terrain or topographic features of equal or greater height, and will be located in the congested area of a city, town, or settlement where the shielded structure will not adversely affect safety in air navigation."

Accordingly, the shielding issue is being brought to the Commission for its review and determination.

- 3.) Section 2.2.2 (e): Proposed development agreements or amendments to such agreements.

As previously mentioned, the project involves the review of a proposed Development Agreement that would vest building entitlements to construct 9 buildings totaling approximately 92,400 sq.ft.

Based on the aforementioned, compatibility issues that are included in this review are: use compatibility, population density, open space, noise impacts to sensitive receptors (office users), light and glare, and height limits.

Use Compatibility:

Attachment #2 shows that the subject site is located in the ALUCP's C1 and C2 Compatibility Zones. As shown, the C1 Compatibility Zone covers approximately 2/3 of the easterly portion of the property and the C2 Zone covers approximately 1/3 of the westerly portion of the site.

The C1 Compatibility Zone is described as the Outer Approach/Departure Zone with a Moderate Risk Level Zone and the C2 Compatibility Zone is described as the Primary Traffic/Pattern Zone with a Low to Moderate Risk Level Zone.

The proposed use within the buildings would be considered a light industrial "Indoor Storage" use by the ALUCP which includes: wholesale sales, distribution centers, warehouses, mini/other indoor storage, barns, and greenhouses. The proposed use would be consistent with the ALUCP C1 and C2 uses.

Population Density:

The compatibility plan assumes a person density of approximately 1,000 sq.ft. per person for Indoor Storage uses. The below table shows the Maximum Sitewide Average Intensity (people/acre) and the Maximum Single Acre Intensity (people/acre) for the C1 and C2 Zones based on the theoretical maximum and 1,000 sq.ft. per person ALUCP standard. Because of the site is split by Compatibility Zones, staff conducted a split zone density analysis pursuant to Section 3.4.6 of the ALUCP.

C1 and C2 Compatibility Zones Maximum Density Intensity			
	People/Acre C1/C2	Zone Size (5.97 Total Acres)	Allowed Persons
Maximum Sitewide Average (C2= 2/3 and C2=1/3 of Site)	80/160	3.99/1.98	636
Maximum Single Acre	240/640	1.00	372

Proposed Density Intensity (1,000 sq.ft. per person)			
	Sq.Ft.	Persons Per Sq.Ft	Allowed Persons
Maximum Sitewide Average	92,400	1000	92
Maximum Single Acre(1)	32,400	1000	32

Notes: (1) Based on the site plan layout, 3 buildings in a single-acre was used to determine the Maximum Single Acre density intensity.

Per the above table, a maximum of 636 persons, with no more than 372 persons on any one acre, could theoretical be allowed depending on use. For the proposed use, the compatibility plan specifies a 1,000 sq.ft. per person standard which would result in a maximum of 92 persons, with no more than 32 persons on any one acre. However, given the applicant's proposed use a total of 3 employees would be present in the first phase and 2 additional employees per building would be added for a total of approximately 15 employees on the site. The proposed Development Agreement provides a build-out range of 15 to 20 employees.

Accordingly, the intensity of use is well within the ALUCP requirements. Any consistency determination could include a finding referencing the ALUCP 1,000 sq.ft. per person density standard for the proposed use to provide flexibility for future employment and/or occupancy changes without further ALUC review; provided that these density standards are not exceeded.

Open Space:

With respect to the open land requirement in the C1 and C2 Zones, the below table lists the acreage in both zones, the open space requirements (Table 3A), and the amount of open space calculated per Section 3.4.10 of the ALUCP. As is shown, both the C1 and C2 Compatibility Zones meet the open space requirements of the ALUCP with the proposed project and, as such, staff believes that the project is consistent with the ALUCP open space requirements.

C1 Open Space Calculation				
Compatibility Zone	Total Acreage	% of Open Space	Required Open Space	Existing Open Space (1)
C1	357	20%	71	190
C2	2,200	10%	220	1844

Notes: (1) Pursuant to ALUCP Section 3.4.10, only those areas that are free of most structures and other major obstacles such as walls, large trees or poles (greater than 4 inches in diameter, measured 4 feet above the ground), and overhead wires with a minimum dimensions of 75 feet by 300 feet are included in the open space area calculation.

Noise Impacts To Sensitive Receptors:

Sensitive receptors at the site would be any office workers who could be exposed to aircraft noise levels between approximately 62 to 67 dB Ldn. The typical building construction standards for an office space (2 x 4 framing, dry wall construction, R13 insulation) would offer approximately a 25 dB reduction in the noise level. While office uses have not been specifically proposed at the present time, as long as any future office space tenant improvements incorporate the standard building specifications mentioned above, the interior noise levels would be below the 45 Ldn dB interior noise standard for office users. Any consistency determination could include a finding referencing the noise standards for office uses to provide flexibility in the future to provide offices without further ALUC review.

Light and Glare:

The project description states that downward facing building lights would be used for exterior lighting. Any consistency determination could include a finding referencing these standards for consistency with the ALUCP.

Height Limits:

Given the project site location, the main height issue is the height of the future buildings. Outdoor uses would be limited to vehicular parking and the maximum legal height of a truck per the California Vehicle Code (CVC) of 14 feet would be approximately 3 feet below the 50:1 slope imaginary surface from the end of the runway at the nearest point on the property.

As previously mentioned, CIP representatives prepared a height analysis for two of the buildings (Building #1 and Building #9) which shows that the roof peaks penetrate the 50:1 surface plan. As a result, CIP representatives submitted two FFA Part 77 7460-1 filings (Building #1 and Building #9) and the FAA has determined that the proposed buildings analyzed in these filings would "not be a hazard to air navigation" (Attachment #3 for Building #1 and Attachment #4 for Building #9).

The analysis of a 50:1 surface penetration is fairly straightforward. The first step is to determine whether or not a proposed structure exceeds the 50:1 surface plane. If the structure is below this surface plane, the 7460-1 notice of proposed construction is not required. If the structure penetrates the 50:1 surface plane, the 7460-1 notice of proposed construction notice is filed with the FAA and the FAA then conducts its hazard determination.

With respect to this application, there are several issues that will require the Commission's review and consideration. The first issue has to do with the 7460-1 filing for Building #9. Subsequent to the submittal of the 7460-1 filing, project proponents relocated Building #9 approximately 60 feet to the south and approximately 15 feet to the west. From a practical perspective, the relocation is fairly minor and should not change the results of the FAA's hazard determination; the building is now located further away from the end of Runway 13. However, in Building #9's FAA determination (Attachment #4) there is a specific condition that specifies that any changes in coordinates (location) or height will void the FAA determination. This is a standard requirement based on Section 7-3-1(c) of FAA ORDER JO 7400.2N which states "If a proposed structure is relocated or there is a height change after a determination of no hazard is issued, a new filing must be submitted" (Attachment #5). Please note that it may be possible to just file a correction pursuant to Section 7-3-2 provided the coordinate changes are less than one second difference in latitude or longitude coordinates.

With respect to the filing of the notice of proposed construction, CIP representatives do not believe that the further height review is required as they believe that the 7 other proposed buildings would qualify for the shielding exemption. As stated previously under FAA Regulation 77.9(e)(1) a notice for construction does not need to be filed for:

"Any object that will be shielded by existing structures of a permanent and substantial nature or by natural terrain or topographic features of equal or greater height, and will be located in the congested area of a city, town, or settlement where the shielded structure will not adversely affect safety in air navigation."

Pursuant to Section 6-3-13(d) of FAA ORDER JO 7400.2N (Attachment #6) any proposed construction of or alteration to an existing structure is normally considered to be physically shielded by one or more existing permanent structure(s), natural terrain, or topographic feature(s) of equal or greater height if the structure under consideration is located:

1. Not more than 500 feet horizontal distance from the shielding structure(s) and in the congested area of a city, town, or settlement, provided the shielded structure is not located closer than the shielding structures to any heliport or airport located within 5 miles of the structure(s);
2. Such that there would be at least one such shielding structure situated on at least three sides of the shielded structure at a horizontal distance of not more than 500 feet; and

3. Within the lateral dimensions of any runway approach surface but would not exceed an overall height above the established airport elevation greater than that of the outer extremity of the approach surface, and located within, but would not penetrate, the shadow plane(s) of the shielding structure(s).

In the proposed project, the shielding rationale is based on the circumstances that if the closest building to the end of Runway 13 has been determined by the FAA to be "not a hazard to air navigation" than buildings of the same height and further away from the end of Runway 13 would also be determined to not be a hazard to air navigation.

From an intuitive perspective, staff agrees that is most likely to be true. However, the FAA determination of shielding requires a specific objective analysis based on Section 6-3-13(d). In order to conduct a shielding analysis for the Hunny Pot Farms project, County staff requested an engineered site plan be submitted that shows the actual positioning of the Hunny Pot Farms buildings in relation to the end of Runway 13. Because this was not provided, County staff prepared a conceptual site plan to perform a shielding analysis (Attachment #7). As is shown, there are portions of 5 buildings that are not completely shielded by Building #1 (red shadow) or Building #9 (yellow shadow). This is only illustrative of potential shielding based on staff's non-engineered building placement site plan and the shielding was only from one building side. As mentioned above, in order for a building to be shielded there needs to be "at least one such shielding structure situated on at least three sides of the shielded structure at a horizontal distance of not more than 500 feet".

Under FAA Regulation 77.9(e)(1) exemption, not only does a building have to meet the regulatory requirements for a structure to be considered shielded, but it is also required to be in a "congested area". County staff has not been able to find an FAA definition of a congested area; based on staff's research it appears that this determination is handled on a case-by-case basis. Given that the project site is located in a fairly sparsely developed area of the Colusa Industrial Park, staff has been unable to determine how the project site could be considered being in a congested area. CIP representatives have proposed that the entire industrial park be considered a congested area. However, given largely undeveloped area where the project site is located, County staff cannot recommend that the project site be considered congested without supporting documentation.

Development Agreement:

The Development Agreement requirement is part of the City's entitlement requirements to permit a cannabis business within the City limits. Section 2.2.2(e) of the ALUCP specifies that "Development Agreements or Amendments to such Agreements" require ALUC consistency review. Since the City Code requires a Development Agreement as part of the entitlements for cannabis businesses, ALUC consistency review is required.

The proposed Development Agreement would vest the entitlement of the proposed 9-building project per its terms and conditions. When the application was first referred to the County in February, County staff discussed with City staff that because a 50:1 Part

77 slope height analysis was only being conducted for 2 of the 9 buildings, staff would not be able to support a consistency finding for the Development Agreement. The issue is that a height analysis has not been conducted for the other 7 buildings to determine which buildings trigger the filing of a notice of proposed construction per FAA regulations.

A discussion with City staff subsequently ensued about including a provision in the Development Agreement which limited the project's vesting to only those buildings where the necessary height analysis was conducted pursuant to the terms of the ALUCP. County staff believed that such an amendment was possible and requested that the amendment be drafted so that County and City staff could work on the language in advance of the Commission's meeting so this issue could be resolved. However, no such amendment has been provided. Because of the lack of this language in the Development Agreement, County staff cannot recommend that the Development Agreement be found consistent with the ALUCP because the ALUCP requires an FAA height determination for structures that penetrate the 50:1 Part 77 slope.

As previously stated, CIP representatives believe that the subsequent Hunny Pot Farms buildings should be exempt from additional Part 77 notice of construction filings because the closest two buildings were determined to be "not a hazard to air navigation" and in discussing with the FAA it was communicated that it was felt that the two buildings undergoing the evaluation, even at a taller height, would not be an issue (Attachment #8). In addition, they also point to the Tan Oak buildings which are taller (approximately 34 feet) and closer to the end of Runway 13 that had also received a determination of "not a hazard to air navigation" (Attachment #9).

PUBLIC COMMENTS:

No public comments have been received at this time. If comments are received following distribution of this staff report, those comments will be provided to the Airport Land Use Commission at the meeting.

ALUC STAFF RECOMMENDATION:

The Hunny Pot Farms project is a fairly straight forward project. Unfortunately, we have been unable to resolve the shielding issue or the Development Agreement alternative to allow staff to recommend the necessary consistency findings required by the ALUCP and FAA regulations.

Based on staff's preliminary review of the FAA shielding requirements, it appears that a number of buildings would not be completely shielded on one side, nor would there be "*at least one such shielding structure situated on at least three sides*", nor is the project site located in a "congested area". Staff agrees that from an intuitive perspective, the heights of all the buildings should not be an issue. However, the FAA regulations require these objective analyses and the ALUCP require certain findings be made on objects penetrating an airspace protection surface.

As previously discussed, in discussions with the City a solution was identified to amend the Development Agreement which would allow the project to move forward without performing the height analyses at the present time. However, no such amendment has been provided. The other option that staff suggested is to conduct a height analysis to determine which buildings penetrative the 50:1 slope and then for those buildings submit the notice of proposed construction to the FAA to allow them to conduct their hazard study. It should be noted that FAA hazard determinations do expire in 18 months and an 18-month extension can be granted. The applicant (Hunny Pot Farms, Inc.) have indicated their willingness to have this performed. However, no such additional analyses have been submitted.

In County staff's efforts to move the project forward, County staff has conduct a preliminary height analysis for the buildings. Based on this analysis, it appears that 3 buildings, depending on pad elevations, would actually be below the 50:1 slope plane and would not trigger the filing of a notice of construction. For those buildings that do penetrate the 50:1 slope plane, staff does anticipate that the FAA would find that those buildings would not be a hazard to air navigation.

Section 3.5.4(c) of the ALUCP does allow the Commission to defer the review of the notice of construction studies, but requires that they be forwarded to the ALUC when available. In this case, because there is no language in the Development Agreement (attached) addressing the deferred submittal requirement or qualifying the project approval based on this future review, County airport staff can not recommend finding the Development Agreement is consistent with ALUCP. If there were such language in the Development Agreement, the Commission could delegate the review of the FAA studies and confirmation of the finding of "would not be a hazard to air navigation" to staff.

Based on the aforementioned, staff is unable to recommend that the Commission find that the proposed development agreement is consistent with the ALUCP. If the Commission concurs with this recommendation, staff recommends that the Commission direct project proponents to:

- 1.) Perform the necessary height analysis to determine precisely which buildings require the filing of a notice of construction;
- 2.) File the notice of construction where required; and
- 3.) Provide the results of the FAA hazard studies to County staff.

Once the results of the required aeronautical hazard studies have been performed, staff would return to the Commission for further consideration.

PRIOR COMMITTEE ACTION

None

FISCAL IMPACT/FUNDING SOURCE

None

PREPARATION:

Prepared By:

Greg Plucker, Community Development Director (530) 458-0483

ACTION FOR THE CLERK

None at the present time.

ATTACHMENTS:

- Exhibit "A" Hunny Pot Farms' Project Description (PDF)
- Exhibit "B" Hunny Pot Farms' Building Site Plan (PDF)
- Attachment #1 Buildings #1 and #9 Evaluation and Height Analysis (PDF)
- Attachment #2 ALUCP Compatibility Zone Map (PDF)
- Attachment #3 FAA 7460_1 Building No 1 Determination (PDF)
- Attachment #4 FAA 7460_1 Building No 9 Determination (PDF)
- Attachment #5 FAA Order 7400.2N Section 7-3-1 Revisions, Correction, and Termination of a Determination (PDF)
- Attachment #6 FAA Order 7400.2N Section 6-3-13 Shielding (PDF)
- Attachment #7 Hunny Pot Farm Conceptual Shadow Analysis (PDF)
- Attachment #8 Email from FAA Re Notice of Proposed Construction (PDF)
- Attachment #9 Tan Oak FAA Determinations (PDF)
- Hunny Pot Farms Proposed Development Agreement (DOCX)

Exhibit "A"

Project Description

Inside of Building Uses:

- Uses occurring within the buildings will include the following - Cannabis will be cultivated: planted, harvested, dried, and trimmed within the facilities
- End Products – Cannabis dry flower
- Hazardous materials – Standard bleach, fertilizer (Athena proline)
- Hours of operation – 7 am-6 pm daily
- Number of employees – 3 total employees in phase 1 and expanding an estimated two employees for each additional building

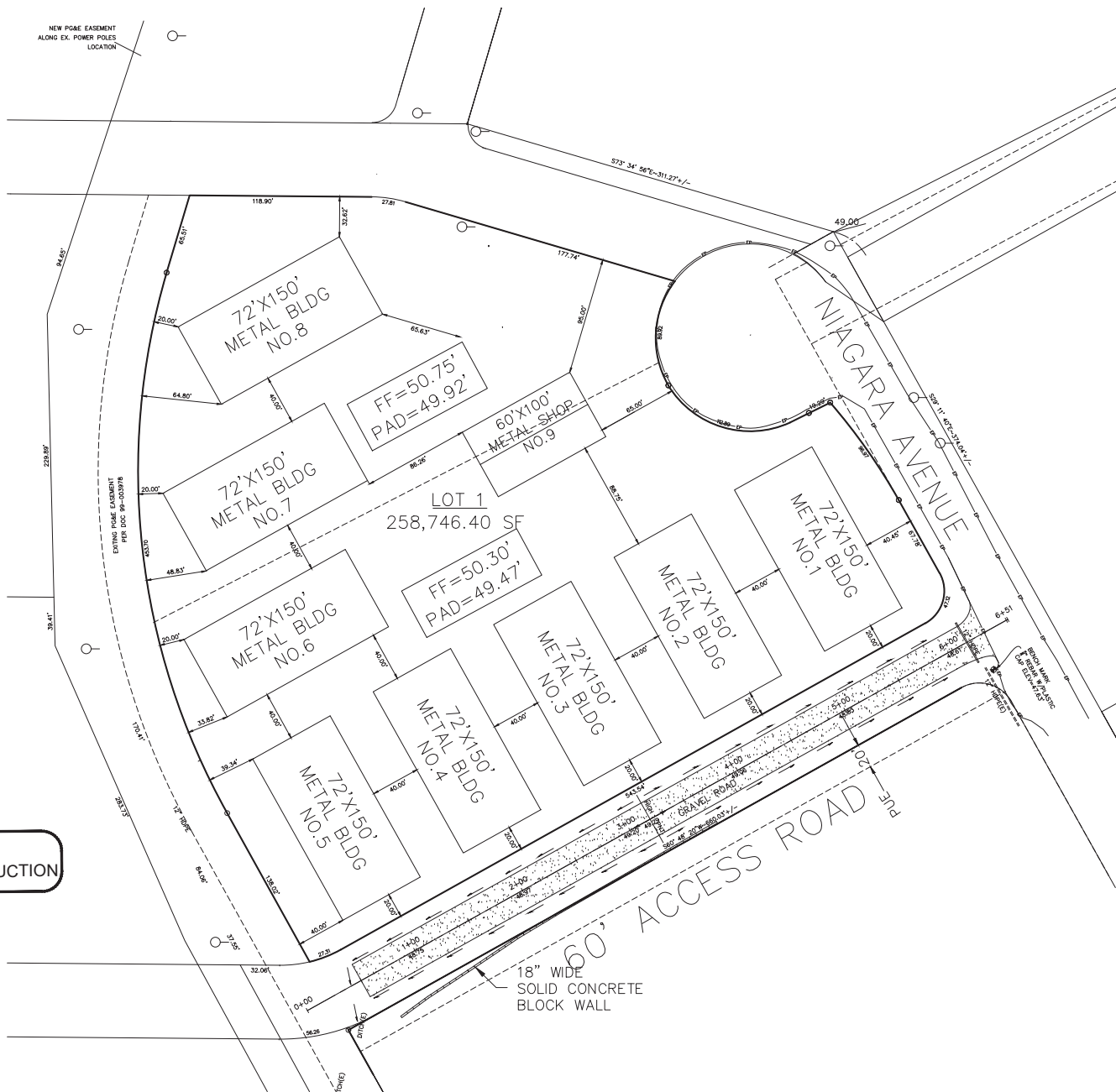
Outside of Building Uses:

- Uses occurring outside the building - In alignment with state requirements, a licensed distributor will be contracted to transport, package, and arrange the testing of the cannabis flower. Once the product has passed testing and meets all packaging and labeling requirements, the distributor will transport the finished goods to a retail premise
- Storage – there will be NO external storage – all will be maintained in each facility or building outlined as dry storage
- Types of vehicles – standard personal vehicles and occasional semi-truck and trailer for deliveries
- Projected number of trips – few on a daily basis
- Location of vehicle parking – were convenient on property
- Exterior improvements (including landscaping and fencing)
 - Perimeter fence to be install – 6 ft in height
 - Landscaping N/A
 - Gravel compacted base lot/dirt
- Exterior lighting (intensity, locations, wall mounted locations)
 - Exterior building packs for path and travel lighting (downward facing)
- Parking lot lighting (including pole heights)
 - No designated parking lot lights



LEGEND
○ POWER POLE

DRAFT
NOT FOR CONSTRUCTION

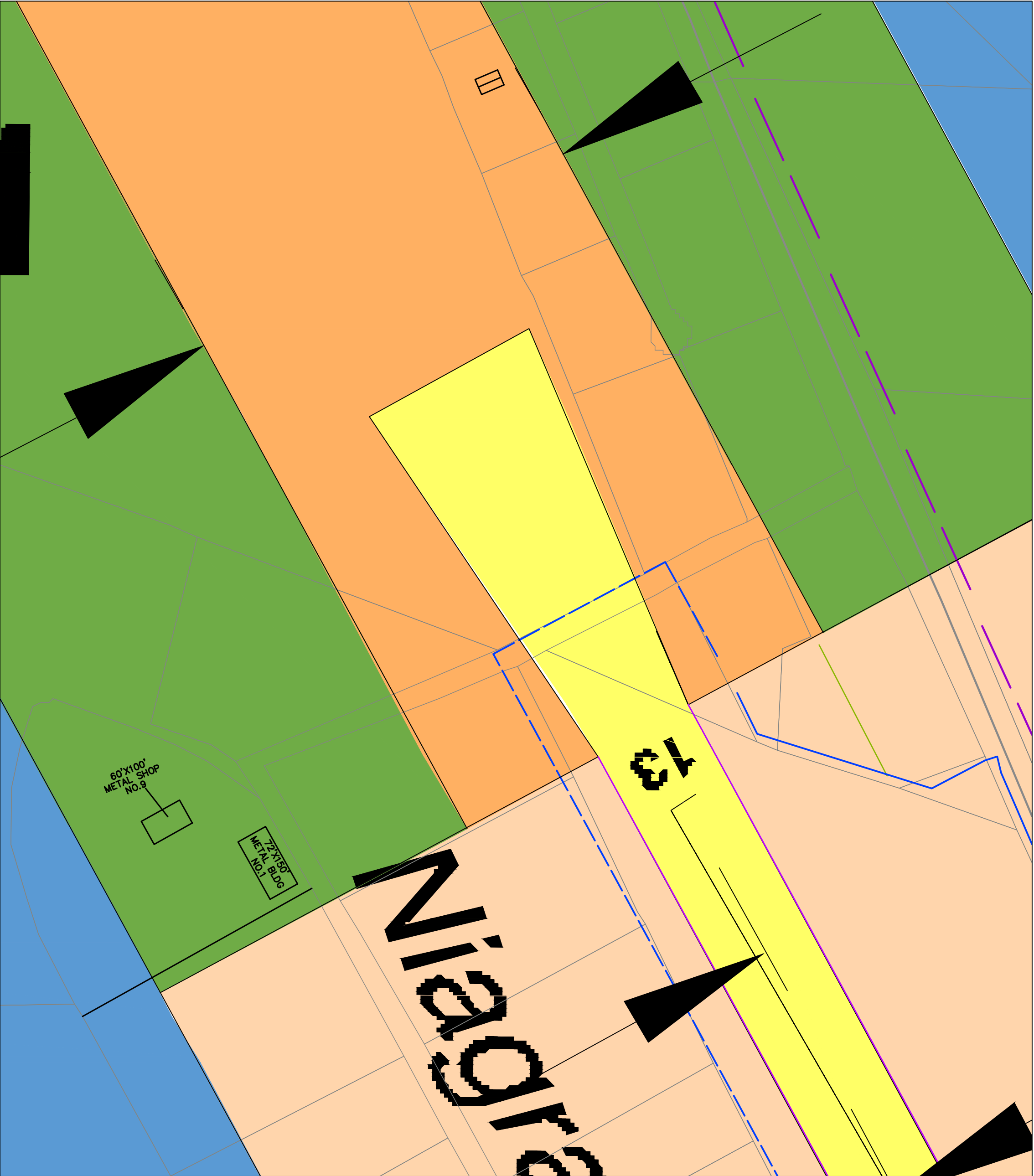


NY	
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NYES	
1547 STARR DRIVE, SUITE "J"	
YUBA CITY, CA 95993	
(916) 713-0417	

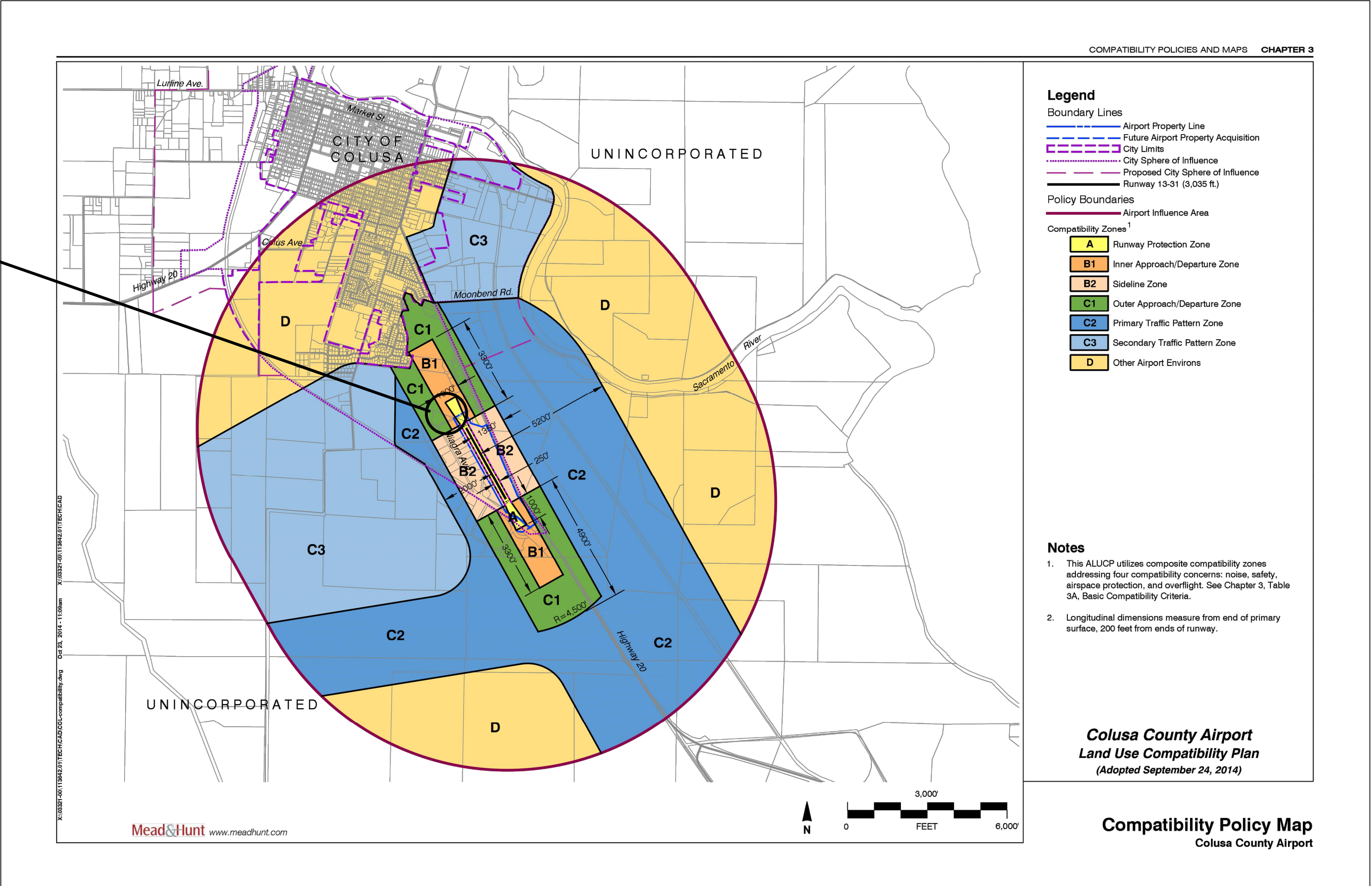
NIAGARA AVENUE	
DRG. NO.:	3
DATE:	0006
DRG. NO.:	C-2

Attachment: Attachment #1 ALUC May 2nd Staff Report Packet Hunny Pot Farms (8386 : Hunny Pot Farms

Attachment #1



DETAIL
NTS



COMPATIBILITY POLICIES AND MAPS CHAPTER 3

- Legend**
- Boundary Lines**
- Airport Property Line
 - - - Future Airport Property Acquisition
 - - - City Limits
 - - - City Sphere of Influence
 - - - Proposed City Sphere of Influence
 - - - Runway 13-31 (3,035 ft.)
- Policy Boundaries**
- - - Airport Influence Area
- Compatibility Zones¹**
- A** Runway Protection Zone
 - B1** Inner Approach/Departure Zone
 - B2** Sideline Zone
 - C1** Outer Approach/Departure Zone
 - C2** Primary Traffic Pattern Zone
 - C3** Secondary Traffic Pattern Zone
 - D** Other Airport Environs

- Notes**
1. This ALLUCP utilizes composite compatibility zones addressing four compatibility concerns: noise, safety, airspace protection, and overflight. See Chapter 3, Table 3A, Basic Compatibility Criteria.
 2. Longitudinal dimensions measure from end of primary surface, 200 feet from ends of runway.

Colusa County Airport
Land Use Compatibility Plan
(Adopted September 24, 2014)

Compatibility Policy Map
Colusa County Airport



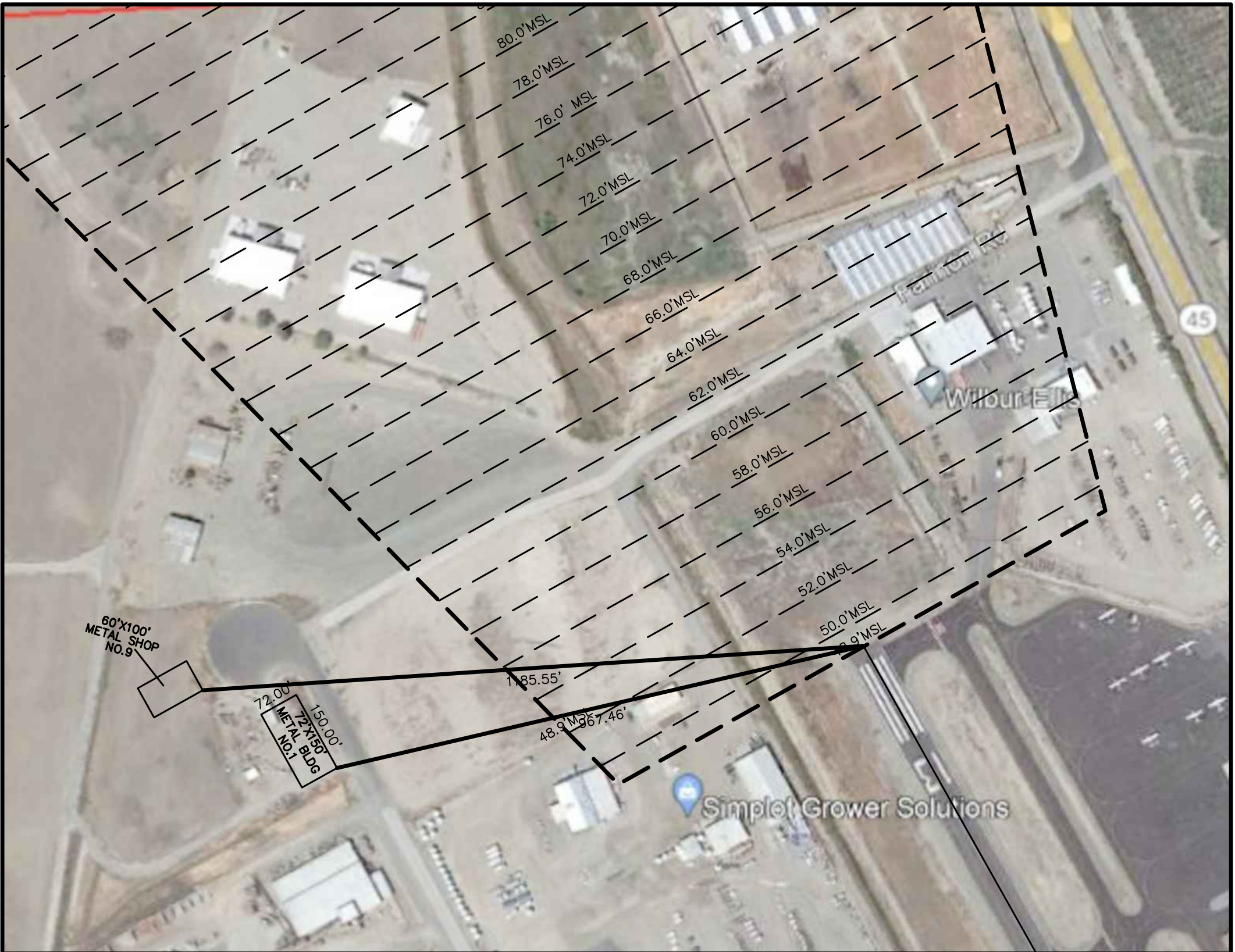
NVES		
HULBERT PROPERTY PLOT PLAN		
DESIGNED BY: GEORGE MUSALLAM	DWG. NO.: 1	
DRAWN BY: GLM	SHT. NO.: P-1	
CHECKED BY: GEORGE MUSALLAM		
JOB NO.: 1547 STARR DRIVE, SUITE "J" YUBA CITY, CA 95993 (530) 713-0417	FILE NAME: NA	



PART 77 APPROACH SURFACE (20:1)
1"=200'



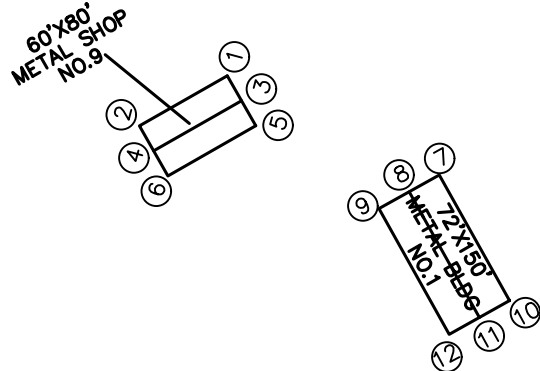
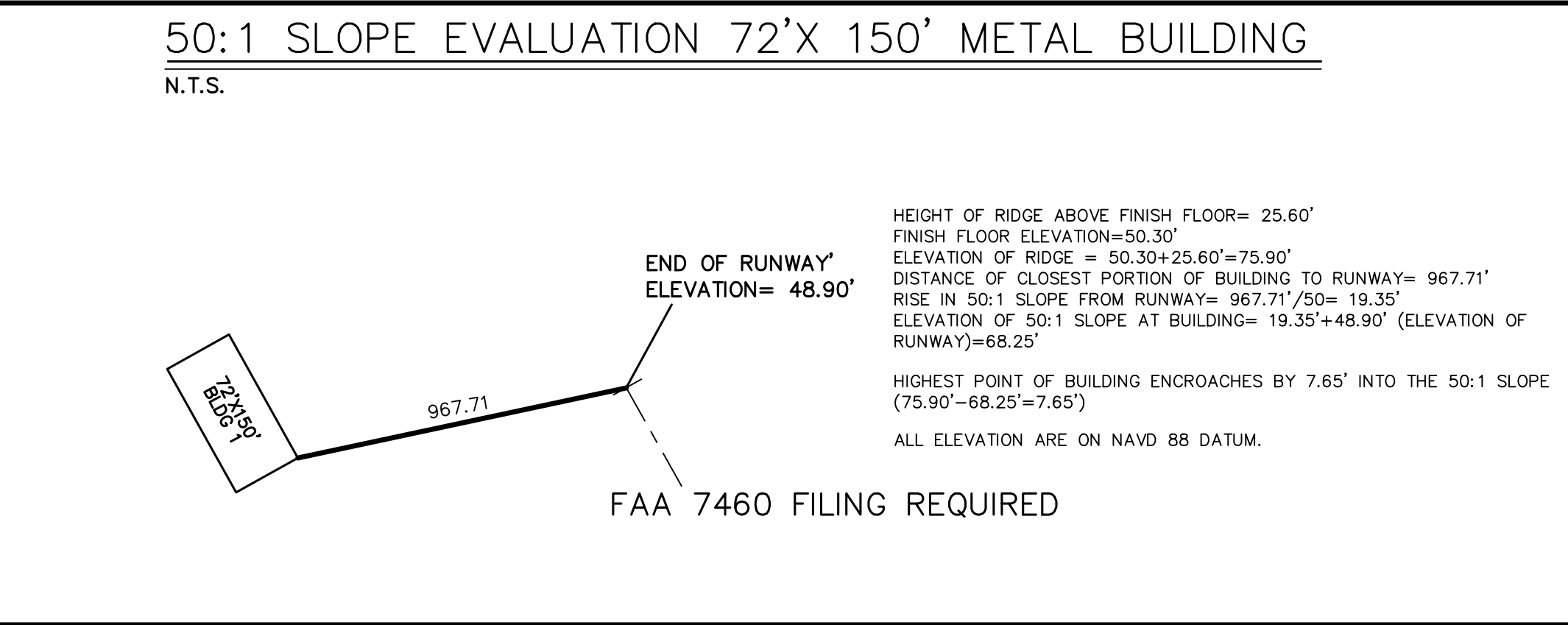
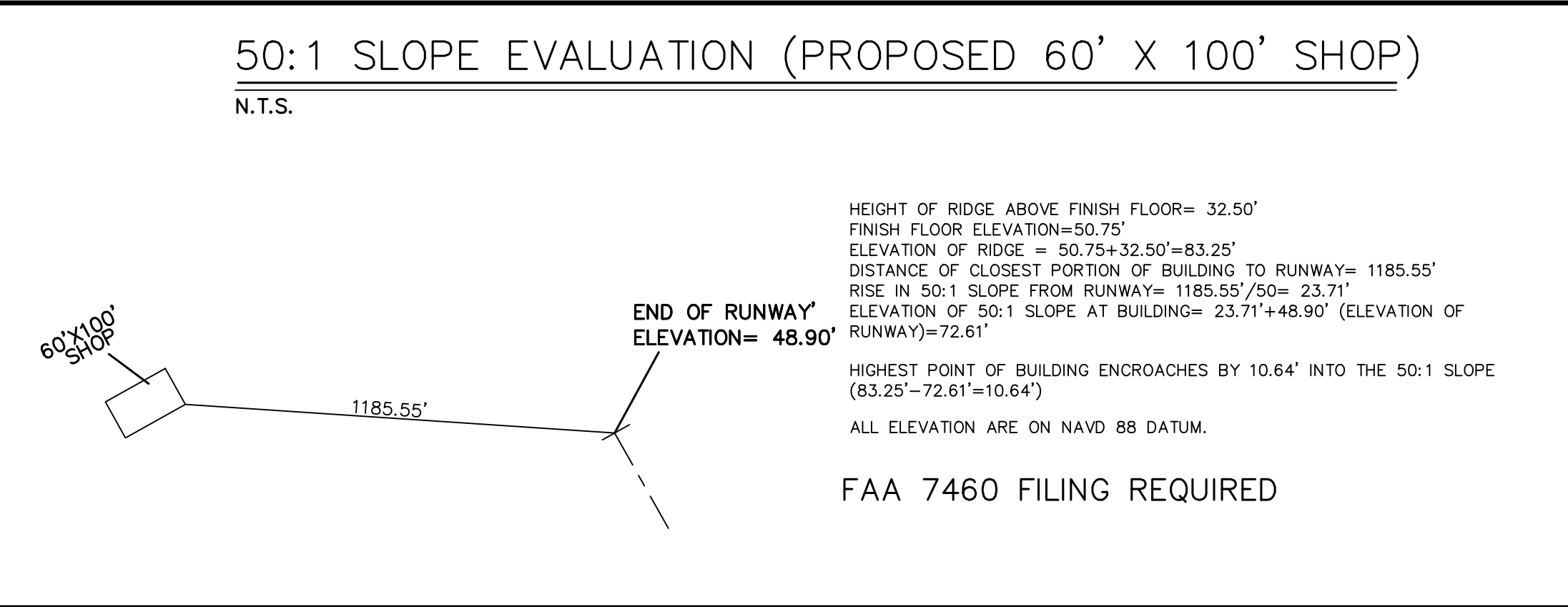
RUNWAY PROTECTION ZONE
1"=200'



DEPARTURE SURFACE (40:1)
1"=200'



THRESHOLD SIGHTING SURFACE (20:1)
1"=200'



BUILDINGS CORNERS LABELING
N.T.S.

BUILDING CORNERS COORDINATES (NAD 83)		
CORNER NO.	LATITUDE	LONGITUDE
1	N39° 10' 57.25"	W122° 00' 00.73"
2	N39° 10' 56.76"	W122° 00' 01.83"
3	N39° 10' 56.99"	W122° 00' 00.54"
4	N39° 10' 56.51"	W122° 00' 01.65"
5	N39° 10' 56.73"	W122° 00' 00.35"
6	N39° 10' 56.25"	W122° 00' 01.46"
7	N39° 10' 56.65"	W121° 59' 58.23"
8	N39° 10' 56.47"	W121° 59' 58.63"
9	N39° 10' 56.30"	W121° 59' 59.03"
10	N39° 10' 55.35"	W121° 59' 57.30"
11	N39° 10' 55.18"	W121° 59' 57.70"
12	N39° 10' 55.01"	W121° 59' 58.10"

NOTES:

- 1- THE DIAGRAMS AND INFORMATION SHOWN HEREIN ARE BASED ON A FIELD SURVEY COMPLETED IN JANUARY OF 2021. NVES HAS NOT EVALUATED THE PROPOSED NEW CONSTRUCTION TO DETERMINE COMPLIANCE WITH THE COLUSA COUNTY LAND USE COMPATIBILITY PLAN AND THE SUBMITTAL OF THESE CALCULATIONS ARE SUBMITTED FOR INFORMATION ONLY. COMPLIANCE EVALUATION NEEDS TO BE DONE BY OTHERS.
- 2- BENCH MARK USED IS AN NGS MONUMENT SET AT CONCRETE HEADWALL LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF FARINON ROAD AND STATE HIGHWAY 20 WITH SET ELEVATION OF 48.7' NAVD 88 DATUM.
- 3- SIZE AND HEIGHT OF BUILDINGS WERE PROVIDED BY LANDX, GENERAL BUILDING CONTRACTOR.

NEW METAL BUILDINGS (TYP)

BUILDINGS ARE OUTSIDE RUNWAY PROTECTION ZONE
BUILDINGS OUTSIDE THE PART 77 20:1 APPROACH SURFACE
BUILDINGS ARE OUTSIDE THRESHOLD SIGHTING 20:1 SURFACE
BUILDING ARE OUTSIDE THE 40:1 DEPARTURE SURFACE EVALUATION 50:1 FAA 7460 FILING REQUIREMENTS (SEE CALCULATIONS THIS PAGE)



NVES
LANDX PROPERTY-NIAGARA AVENUE/COLUSA

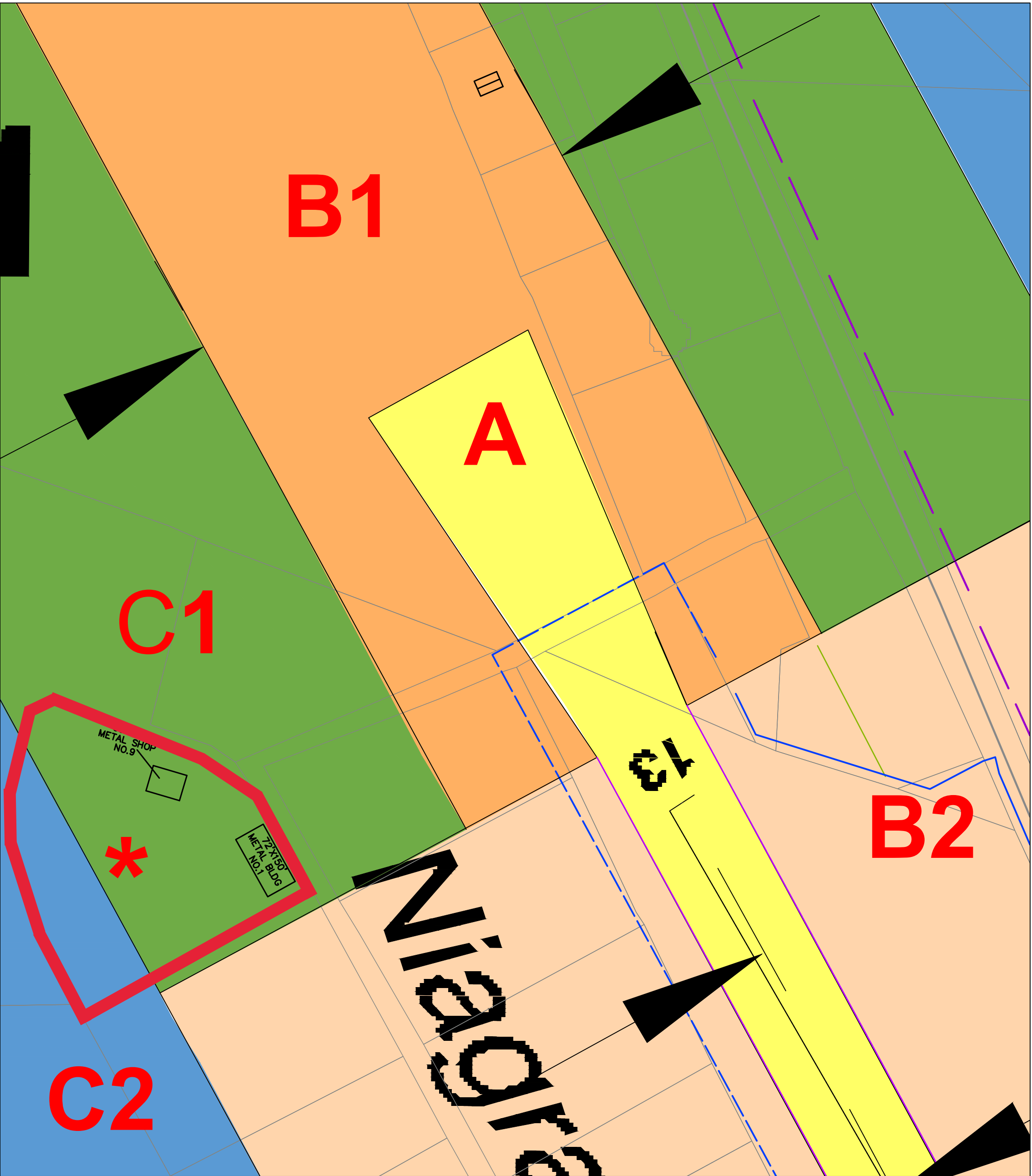
PLOT PLAN

NVES
1547 STARR DRIVE SUITE "J"
YUBA CITY, CA 95993
(530) 713-0417

DESIGNED BY: GEORGE MUSALLAM
DRAWN BY: RANA MOORE
CHECKED BY: GEORGE MUSALLAM
JOB NO.:
FILE NAME: NA

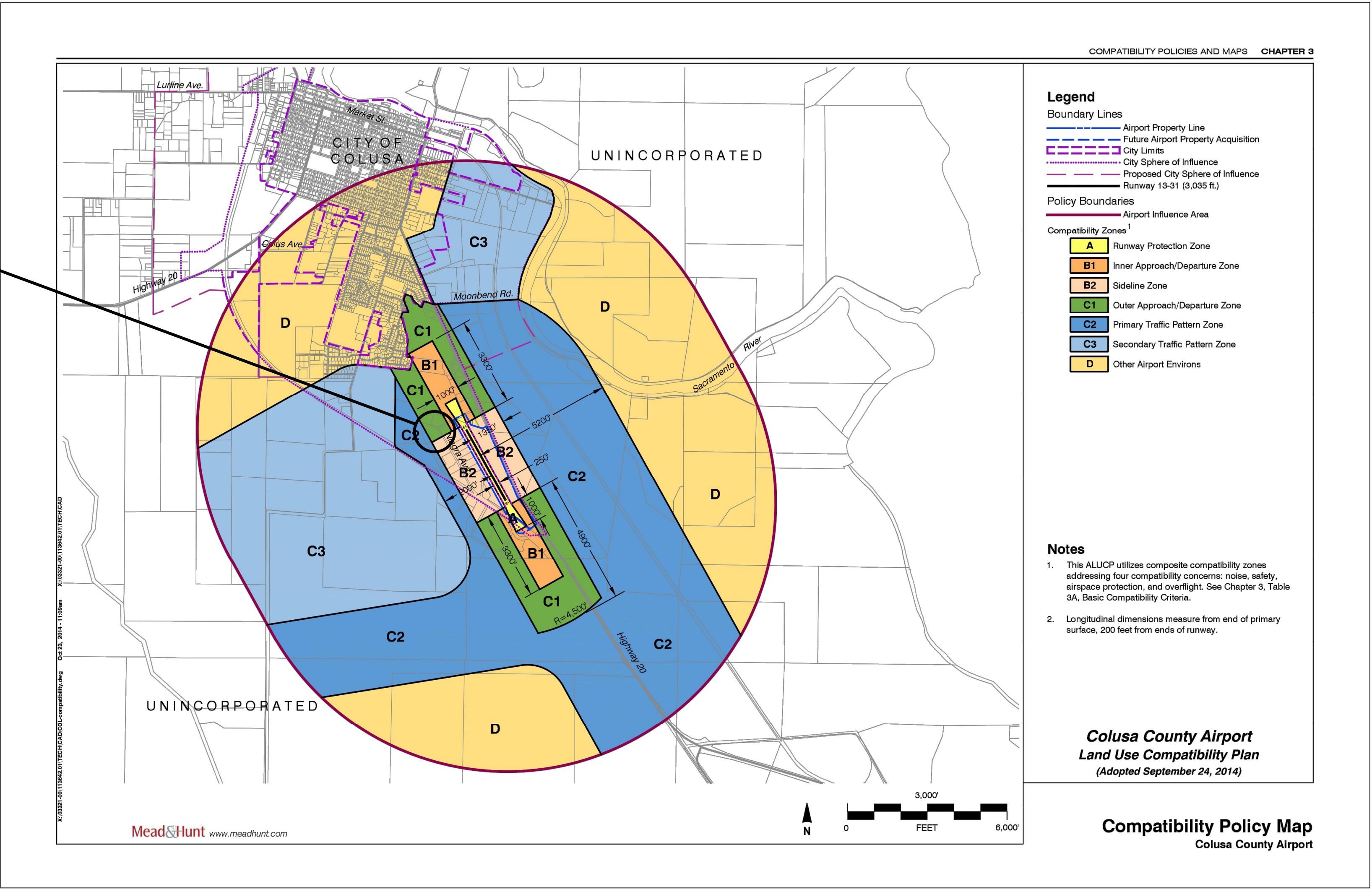
DWG. NO.:
2
SHT. NO.:
P-2

Attachment #2



DETAIL
NTS

* Project Site



COMPATIBILITY POLICIES AND MAPS CHAPTER 3

- Legend**
- Boundary Lines**
- Airport Property Line
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- Notes**
1. This ALLUCP utilizes composite compatibility zones addressing four compatibility concerns: noise, safety, airspace protection, and overflight. See Chapter 3, Table 3A, Basic Compatibility Criteria.
 2. Longitudinal dimensions measure from end of primary surface, 200 feet from ends of runway.

**Colusa County Airport
Land Use Compatibility Plan
(Adopted September 24, 2014)**

**Compatibility Policy Map
Colusa County Airport**



NVES		
LANDX PROPERTY-NIAGARA AVENUE/COLUSA		
PLOT PLAN		
DESIGNED BY: GEORGE MUSALLAM	DWG. NO.:	1
DRAWN BY: GLM	SHT. NO.:	P-1
CHECKED BY: GEORGE MUSALLAM	JOB NO.:	
FILE NAME: NA		
1547 STARR DRIVE, SUITE "J" YUBA CITY, CA 95993 (530) 713-0417		



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Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Attachment #3

Aeronautical Study No.
2022-AWP-3762-OE

2.1.d

Issued Date: 04/11/2022

Jacob Kley
Colusa Industrial Properties
50 Sunrise Blvd.
Colusa, CA 95932

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Building Building 2-C7
Location:	Colusa, CA
Latitude:	39-10-56.65N NAD 83
Longitude:	121-59-58.23W
Heights:	50 feet site elevation (SE) 17 feet above ground level (AGL) 67 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

☐ At least 10 days prior to start of construction (7460-2, Part 1)
☒ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M.

The structure considered under this study lies in proximity to an airport and occupants may be subjected to noise from aircraft operating to and from the airport.

This determination expires on 10/11/2023 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within

6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

2.1.d

Attachment #1

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

If we can be of further assistance, please contact our office at (206) 231-2989, or dan.shoemaker@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2022-AWP-3762-OE.

Signature Control No: 513795519-523150388

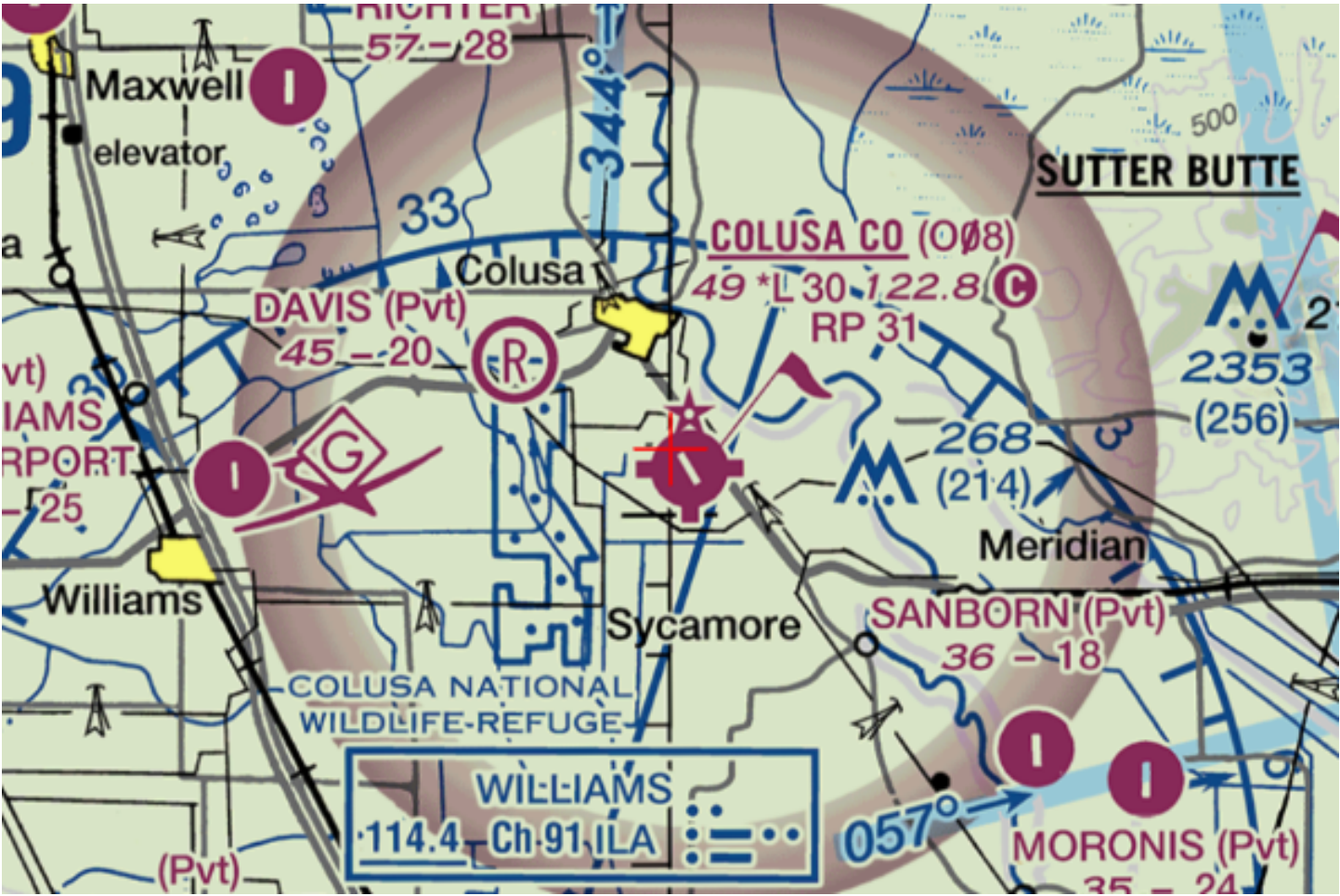
(DNE)

Daniel Shoemaker
Specialist

Attachment(s)
Map(s)

Attachment: Attachment #1 ALUC May 2nd Staff Report Packet Hunny Pot Farms (8386 : Hunny Pot Farms (ALUC #22-01))





Attachment: Attachment #1 ALUC May 2nd Staff Report Packet Hunny Pot Farms (8386 : Hunny Pot Farms (ALUC #22-01))



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Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

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Aeronautical Study No.
2022-AWP-3764-OE

2.1.d

Issued Date: 04/11/2022

Jacob Kley
Colusa Industrial Properties
50 Sunrise Blvd.
Colusa, CA 95932

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Building Building 2-C9
Location:	Colusa, CA
Latitude:	39-10-56.30N NAD 83
Longitude:	121-59-59.03W
Heights:	50 feet site elevation (SE) 17 feet above ground level (AGL) 67 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

☐ At least 10 days prior to start of construction (7460-2, Part 1)
☒ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M.

The structure considered under this study lies in proximity to an airport and occupants may be subjected to noise from aircraft operating to and from the airport.

This determination expires on 10/11/2023 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

If we can be of further assistance, please contact our office at (206) 231-2989, or dan.shoemaker@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2022-AWP-3764-OE.

Signature Control No: 513795521-523150384

(DNE)

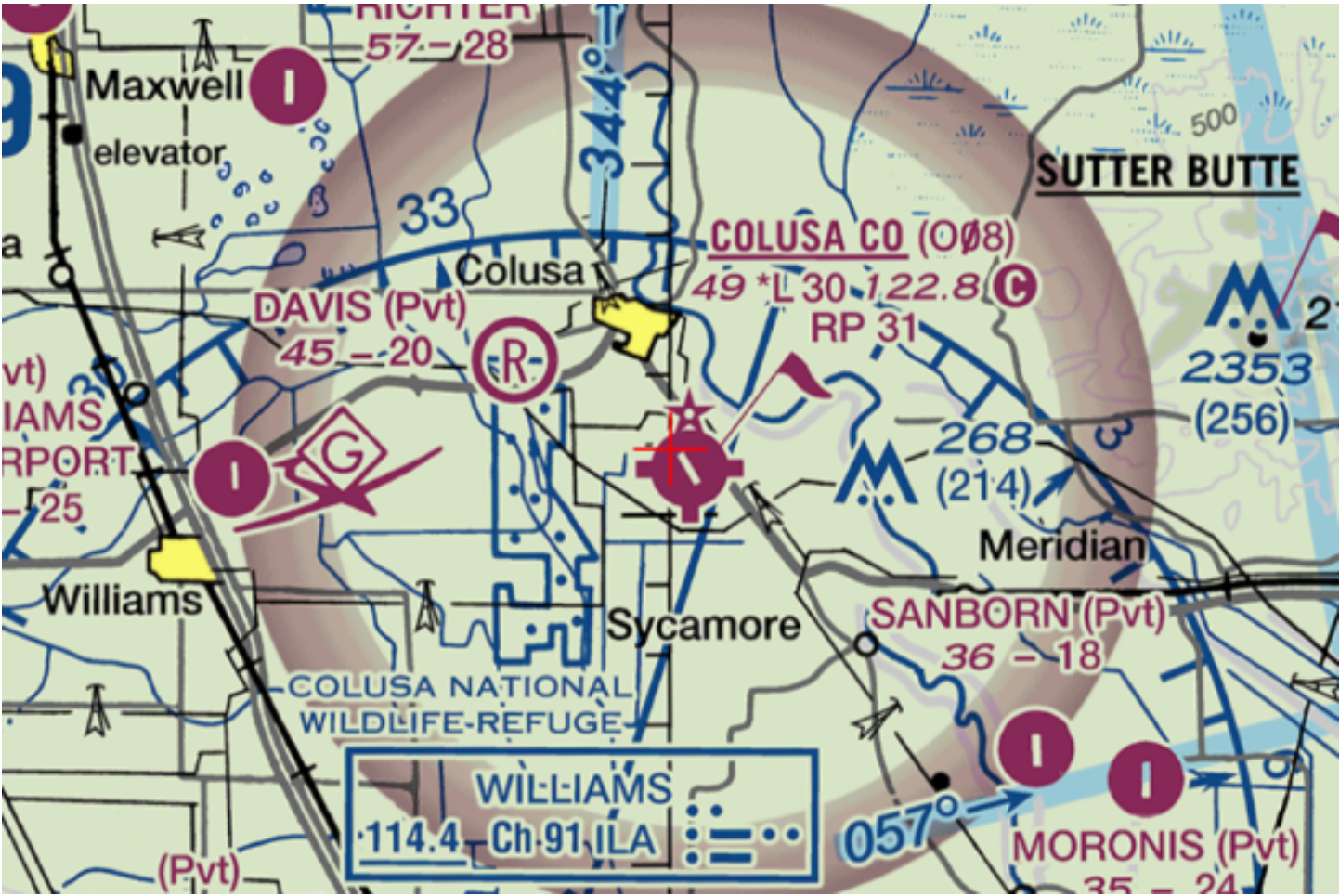
Daniel Shoemaker
Specialist

Attachment(s)
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10101 Hillwood Parkway
Fort Worth, TX 76177

Attachment #3

Aeronautical Study No.
2022-AWP-3765-OE

2.1.d

Issued Date: 04/11/2022

Jacob Kley
Colusa Industrial Properties
50 Sunrise Blvd.
Colusa, CA 95932

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Building Building 2-C10
Location:	Colusa, CA
Latitude:	39-10-55.35N NAD 83
Longitude:	121-59-57.30W
Heights:	50 feet site elevation (SE) 17 feet above ground level (AGL) 67 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

☐ At least 10 days prior to start of construction (7460-2, Part 1)
☒ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M.

The structure considered under this study lies in proximity to an airport and occupants may be subjected to noise from aircraft operating to and from the airport.

This determination expires on 10/11/2023 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within

6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

2.1.d

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

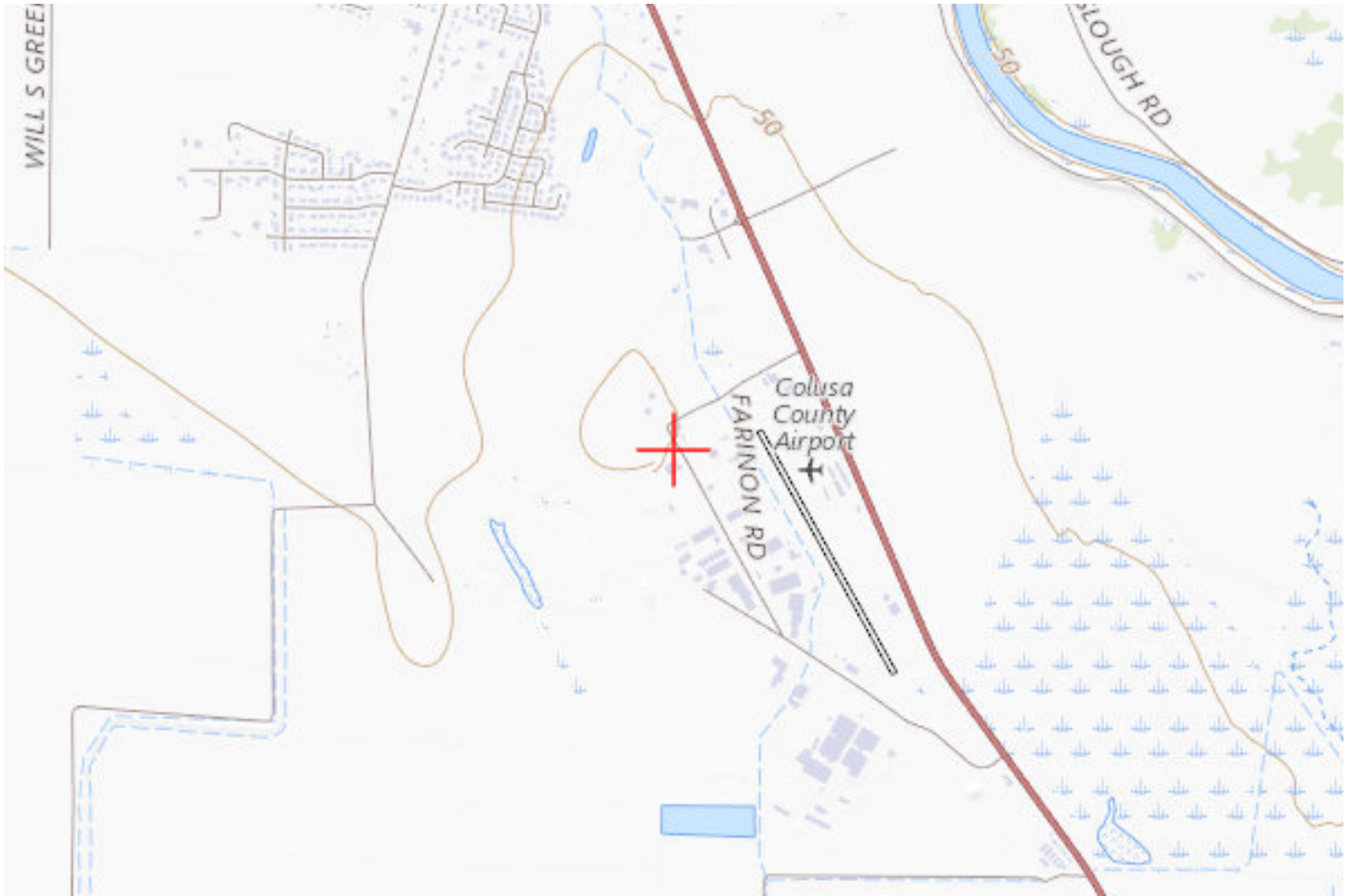
If we can be of further assistance, please contact our office at (206) 231-2989, or dan.shoemaker@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2022-AWP-3765-OE.

Signature Control No: 513795522-523150387

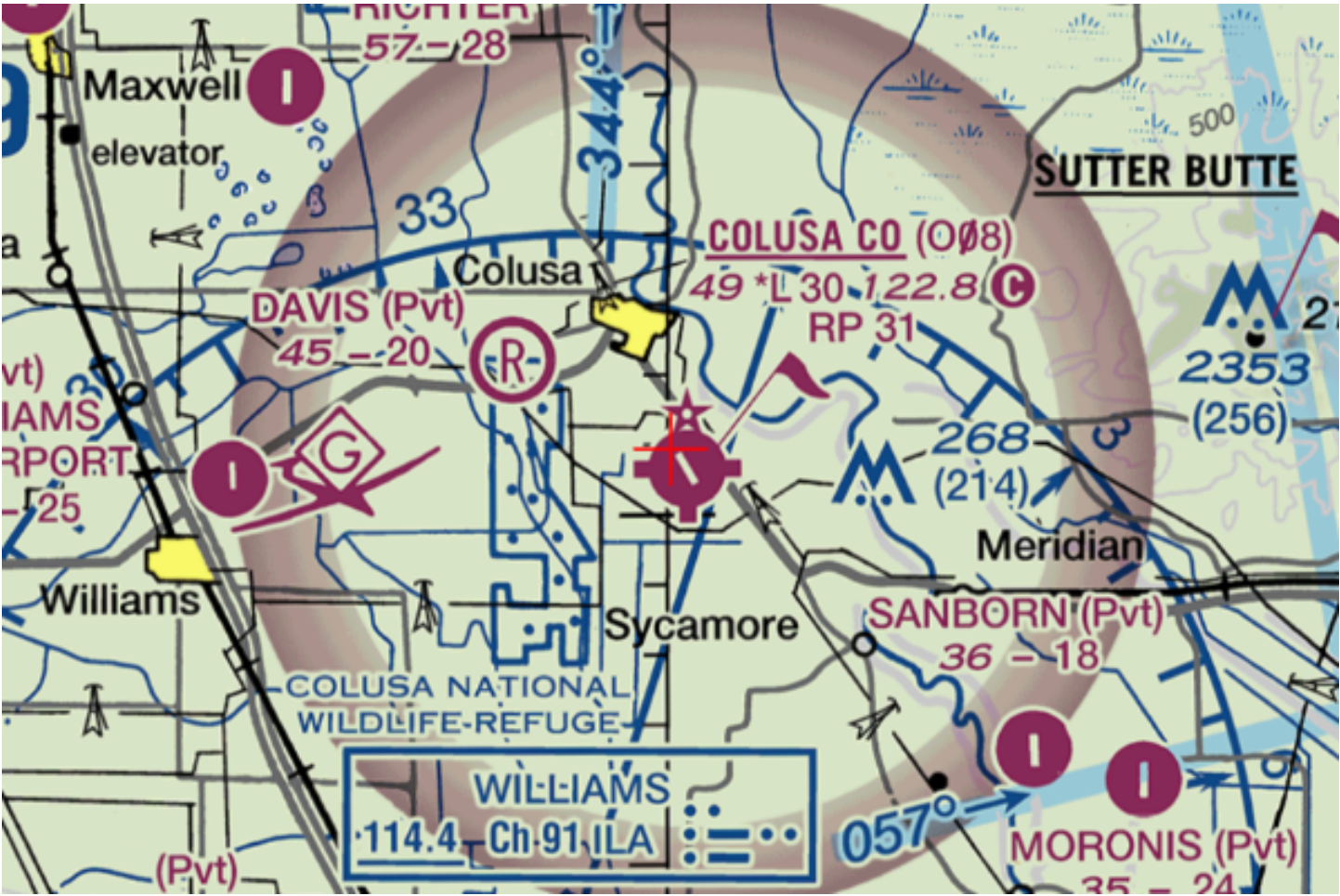
(DNE)

Daniel Shoemaker
Specialist

Attachment(s)
Map(s)



Attachment: Attachment #1 ALUC May 2nd Staff Report Packet Hunny Pot Farms (8386 : Hunny Pot Farms (ALUC #22-01))



Attachment: Attachment #1 ALUC May 2nd Staff Report Packet Hunny Pot Farms (8386 : Hunny Pot Farms (ALUC #22-01))



Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Attachment #3

Aeronautical Study No.
2022-AWP-3767-OE

2.1.d

Issued Date: 04/11/2022

Jacob Kley
Colusa Industrial Properties
50 Sunrise Blvd.
Colusa, CA 95932

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Building Building 2-C12
Location:	Colusa, CA
Latitude:	39-10-55.01N NAD 83
Longitude:	121-59-58.10W
Heights:	50 feet site elevation (SE) 17 feet above ground level (AGL) 67 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

☐ At least 10 days prior to start of construction (7460-2, Part 1)
☒ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M.

The structure considered under this study lies in proximity to an airport and occupants may be subjected to noise from aircraft operating to and from the airport.

This determination expires on 10/11/2023 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

If we can be of further assistance, please contact our office at (206) 231-2989, or dan.shoemaker@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2022-AWP-3767-OE.

Signature Control No: 513795525-523150391

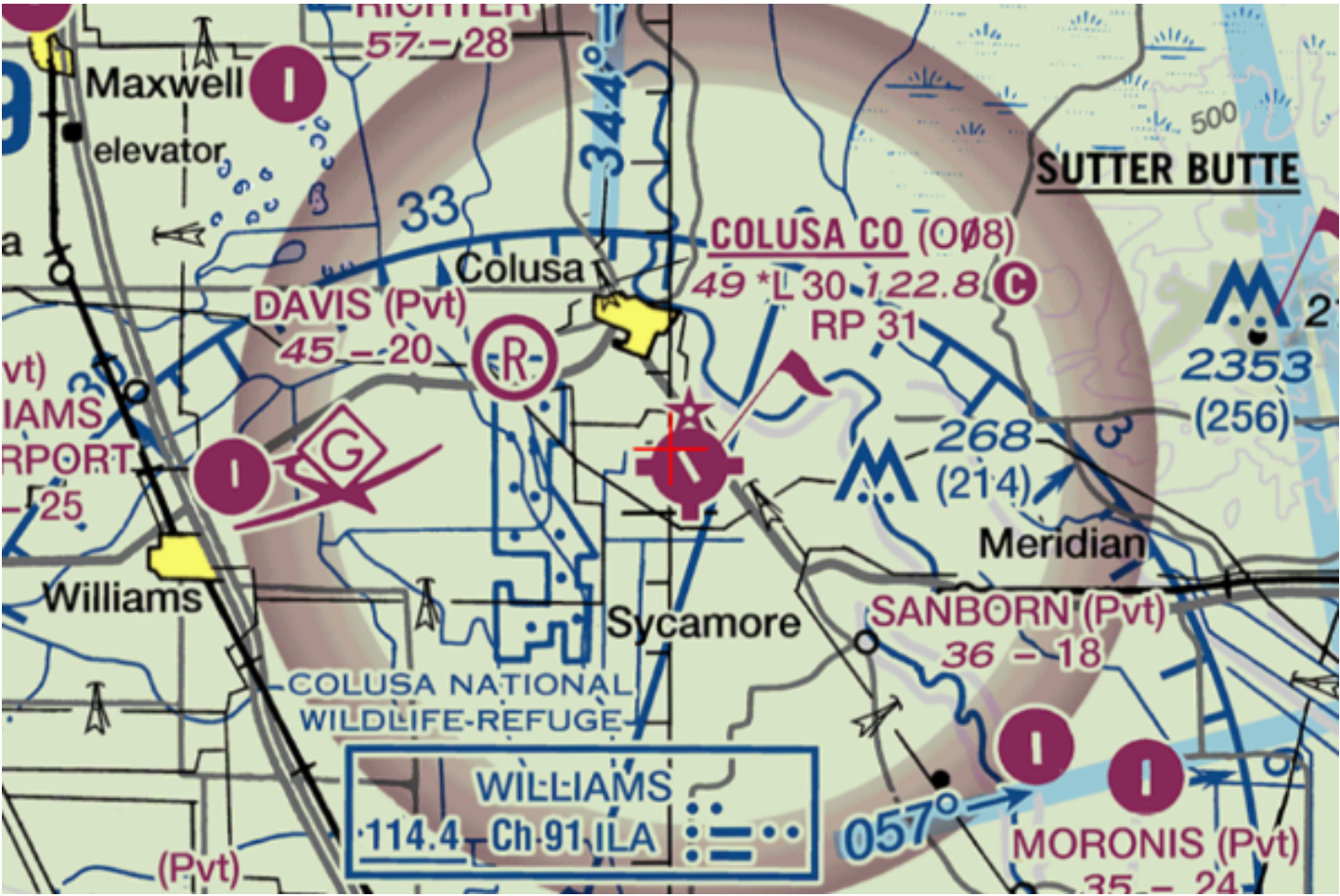
(DNE)

Daniel Shoemaker
Specialist

Attachment(s)
Map(s)

Attachment: Attachment #1 ALUC May 2nd Staff Report Packet Hunny Pot Farms (8386 : Hunny Pot Farms (ALUC #22-01))





Attachment: Attachment #1 ALUC May 2nd Staff Report Packet Hunny Pot Farms (8386 : Hunny Pot Farms (ALUC #22-01))



Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Attachment #3

Aeronautical Study No.
2022-AWP-3763-OE

2.1.d

Issued Date: 04/11/2022

Jacob Kley
Colusa Industrial Properties
50 Sunrise Blvd.
Colusa, CA 95932

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Building Building 2-R8
Location:	Colusa, CA
Latitude:	39-10-56.47N NAD 83
Longitude:	121-59-58.63W
Heights:	50 feet site elevation (SE) 26 feet above ground level (AGL) 76 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- ☐ At least 10 days prior to start of construction (7460-2, Part 1)
☒ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M.

The structure considered under this study lies in proximity to an airport and occupants may be subjected to noise from aircraft operating to and from the airport.

This determination expires on 10/11/2023 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

If we can be of further assistance, please contact our office at (206) 231-2989, or dan.shoemaker@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2022-AWP-3763-OE.

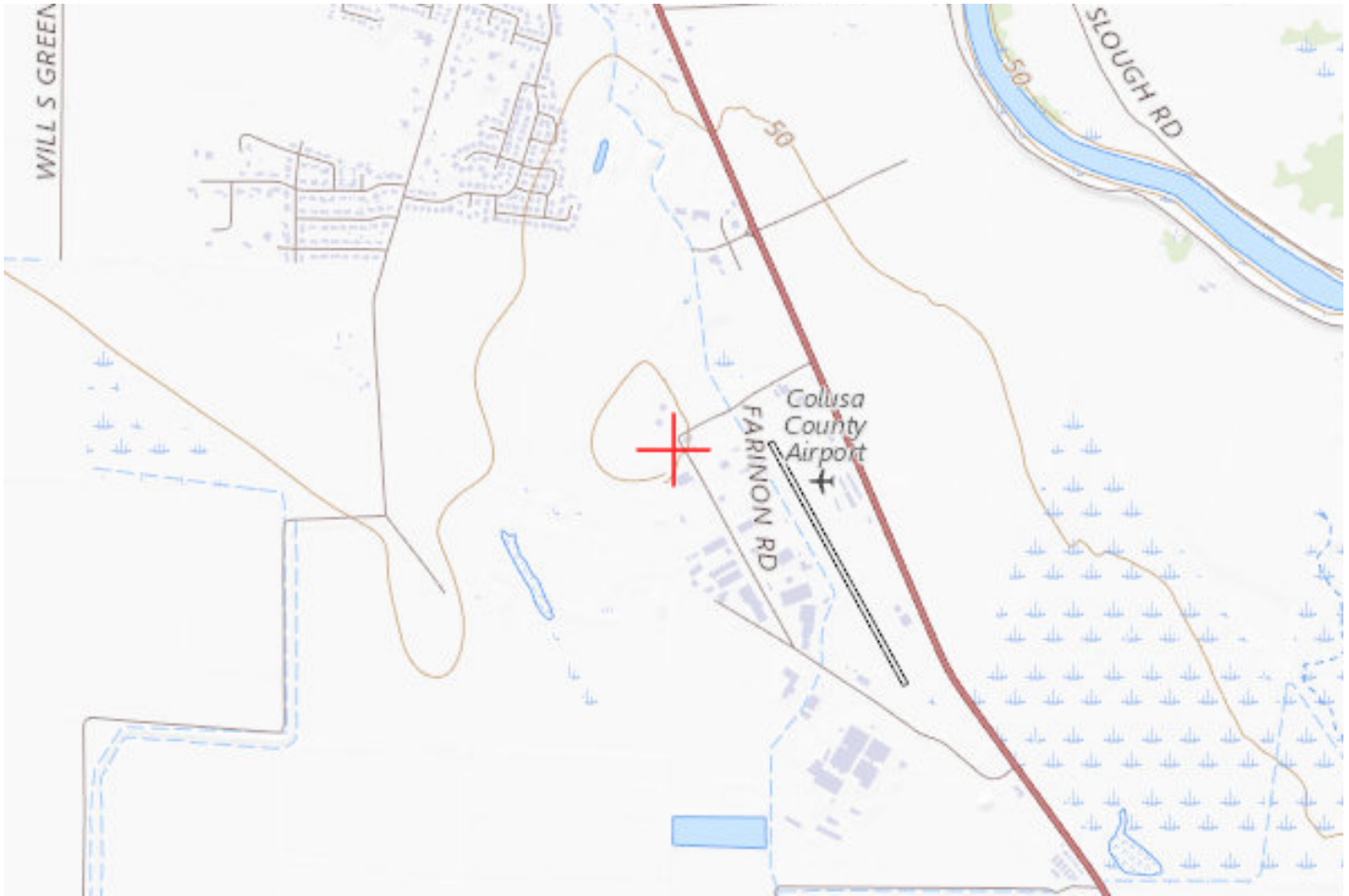
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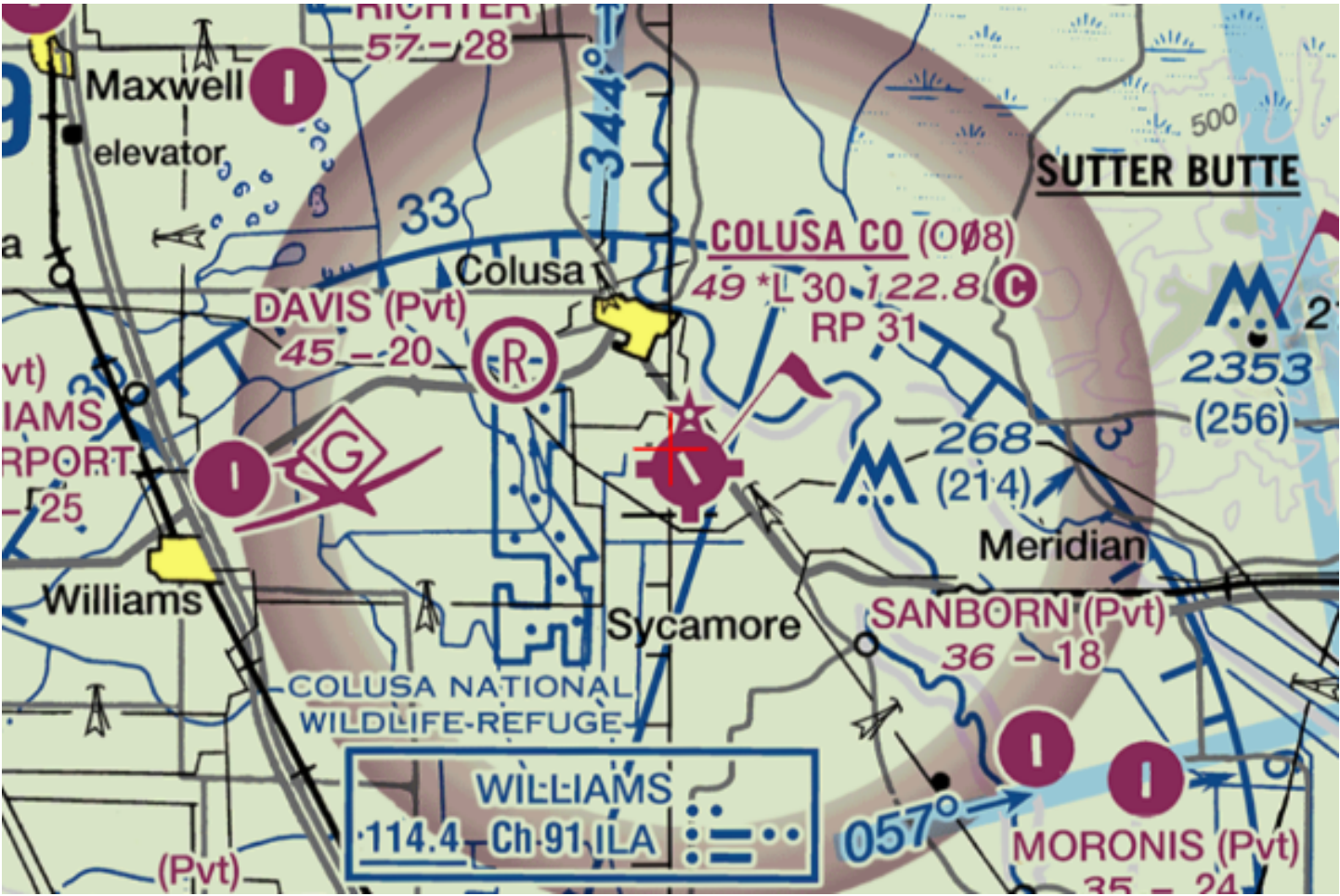
(DNE)

Daniel Shoemaker
Specialist

Attachment(s)
Map(s)

Attachment: Attachment #1 ALUC May 2nd Staff Report Packet Hunny Pot Farms (8386 : Hunny Pot Farms (ALUC #22-01))





Attachment: Attachment #1 ALUC May 2nd Staff Report Packet Hunny Pot Farms (8386 : Hunny Pot Farms (ALUC #22-01))



Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Attachment #3

Aeronautical Study No.
2022-AWP-3766-OE

2.1.d

Issued Date: 04/11/2022

Jacob Kley
Colusa Industrial Properties
50 Sunrise Blvd.
Colusa, CA 95932

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Building Building 2-R11
Location:	Colusa, CA
Latitude:	39-10-55.18N NAD 83
Longitude:	121-59-57.70W
Heights:	50 feet site elevation (SE) 26 feet above ground level (AGL) 76 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

☐ At least 10 days prior to start of construction (7460-2, Part 1)
☒ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M.

The structure considered under this study lies in proximity to an airport and occupants may be subjected to noise from aircraft operating to and from the airport.

This determination expires on 10/11/2023 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

If we can be of further assistance, please contact our office at (206) 231-2989, or dan.shoemaker@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2022-AWP-3766-OE.

Signature Control No: 513795524-523150386

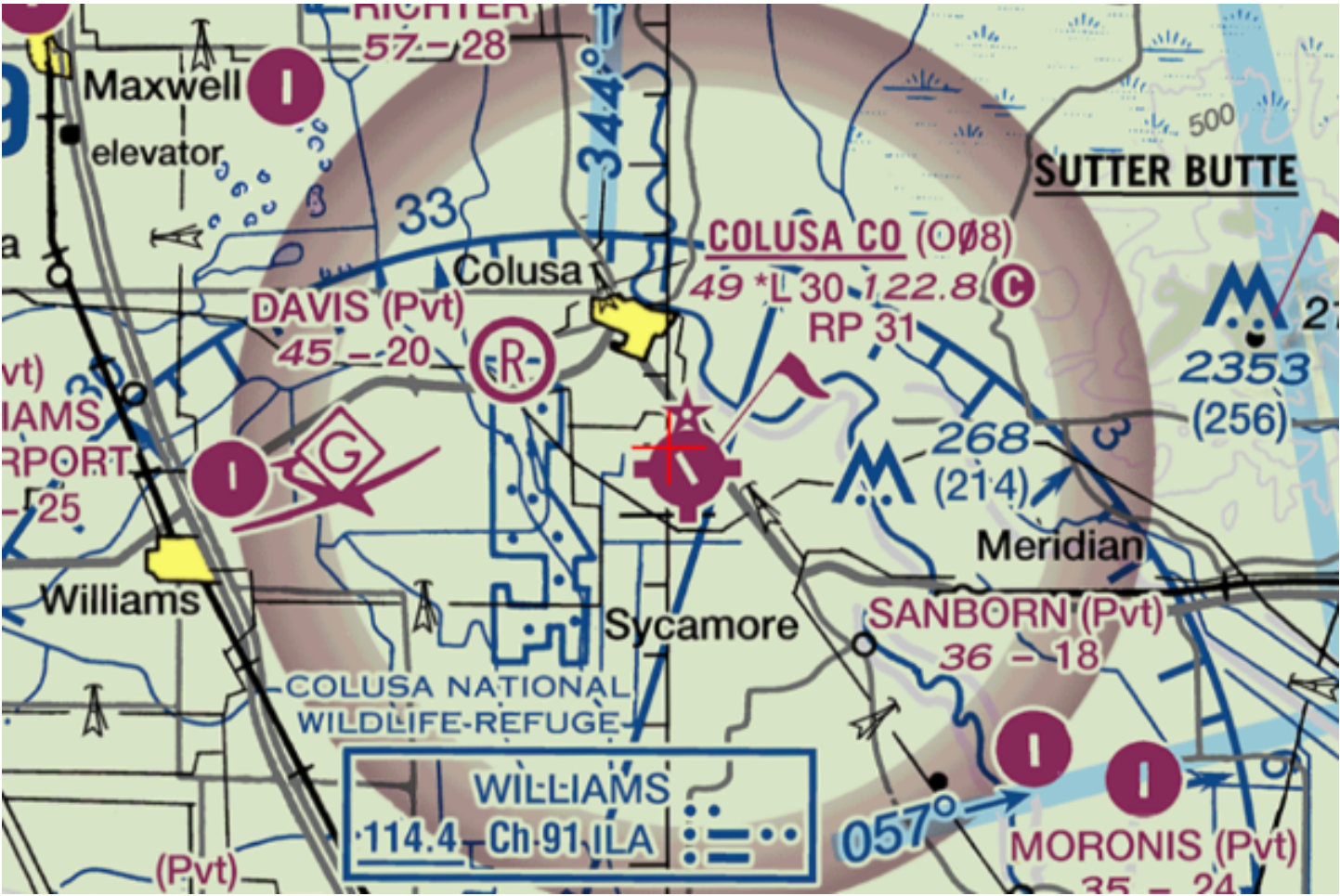
(DNE)

Daniel Shoemaker
Specialist

Attachment(s)
Map(s)

Attachment: Attachment #1 ALUC May 2nd Staff Report Packet Hunny Pot Farms (8386 : Hunny Pot Farms (ALUC #22-01))





Attachment: Attachment #1 ALUC May 2nd Staff Report Packet Hunny Pot Farms (8386 : Hunny Pot Farms (ALUC #22-01))



Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Attachment #4

Aeronautical Study No.
2022-AWP-3756-OE

2.1.d

Issued Date: 04/11/2022

Jacob Kley
Colusa Industrial Properties
50 Sunrise Blvd.
Colusa, CA 95932

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Building Building 1-C1
Location:	Colusa, CA
Latitude:	39-10-57.75N NAD 83
Longitude:	122-00-00.45W
Heights:	51 feet site elevation (SE) 20 feet above ground level (AGL) 71 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

☐ At least 10 days prior to start of construction (7460-2, Part 1)
☒ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M.

The structure considered under this study lies in proximity to an airport and occupants may be subjected to noise from aircraft operating to and from the airport.

This determination expires on 10/11/2023 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

If we can be of further assistance, please contact our office at (206) 231-2989, or dan.shoemaker@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2022-AWP-3756-OE.

Signature Control No: 513795509-523150394

(DNE)

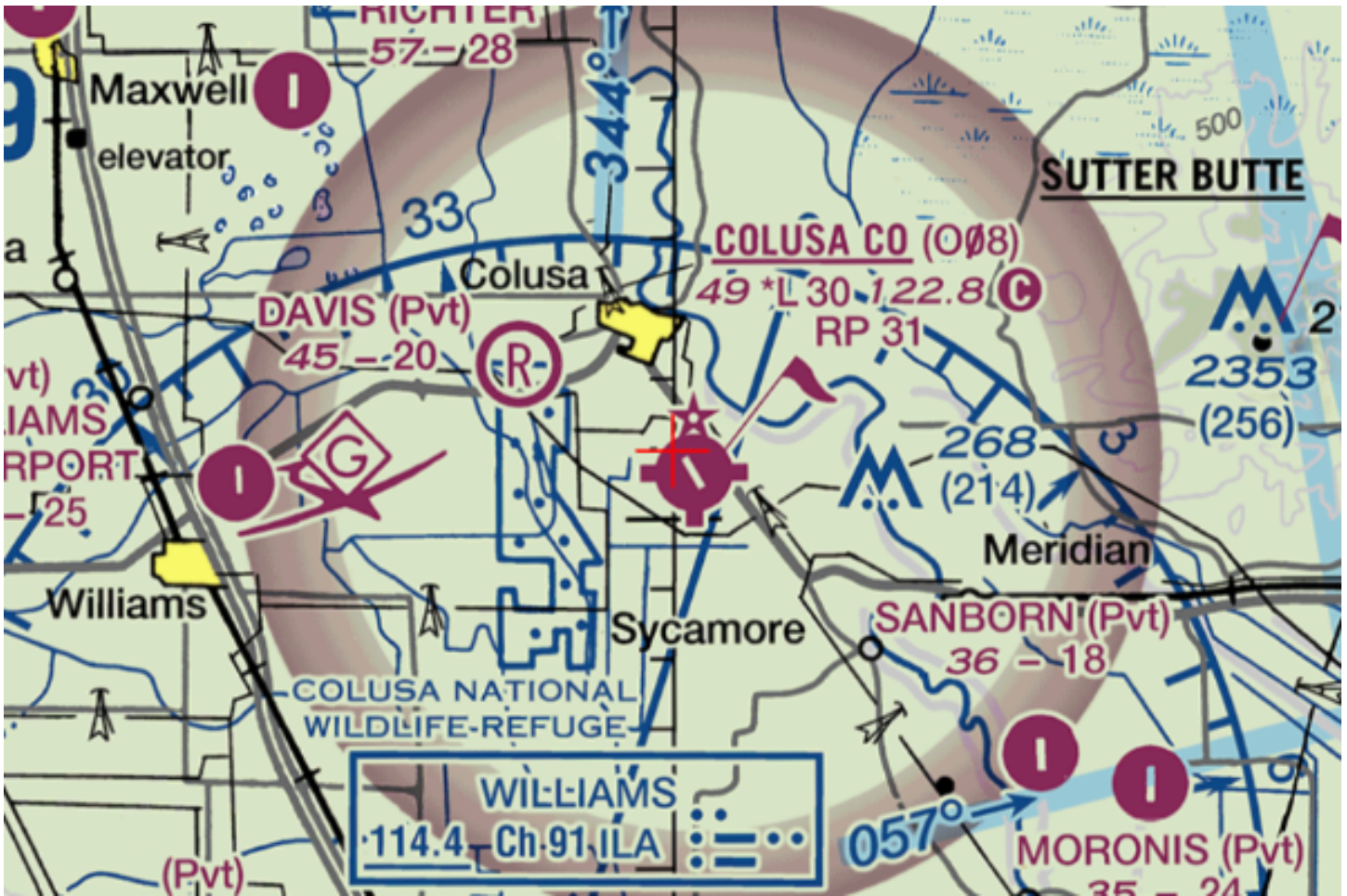
Daniel Shoemaker
Specialist

Attachment(s)
Map(s)

Attachment: Attachment #1 ALUC May 2nd Staff Report Packet Hunny Pot Farms (8386 : Hunny Pot Farms (ALUC #22-01))



Attachment: Attachment #1 ALUC May 2nd Staff Report Packet Hunny Pot Farms (8386 : Hunny Pot Farms (ALUC #22-01))





Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Attachment #4

Aeronautical Study No.
2022-AWP-3757-OE

2.1.d

Issued Date: 04/11/2022

Jacob Kley
Colusa Industrial Properties
50 Sunrise Blvd.
Colusa, CA 95932

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Building Building 1-C2
Location:	Colusa, CA
Latitude:	39-10-57.97N NAD 83
Longitude:	122-00-01.42W
Heights:	51 feet site elevation (SE) 20 feet above ground level (AGL) 71 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

☐ At least 10 days prior to start of construction (7460-2, Part 1)
☒ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M.

The structure considered under this study lies in proximity to an airport and occupants may be subjected to noise from aircraft operating to and from the airport.

This determination expires on 10/11/2023 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

If we can be of further assistance, please contact our office at (206) 231-2989, or dan.shoemaker@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2022-AWP-3757-OE.

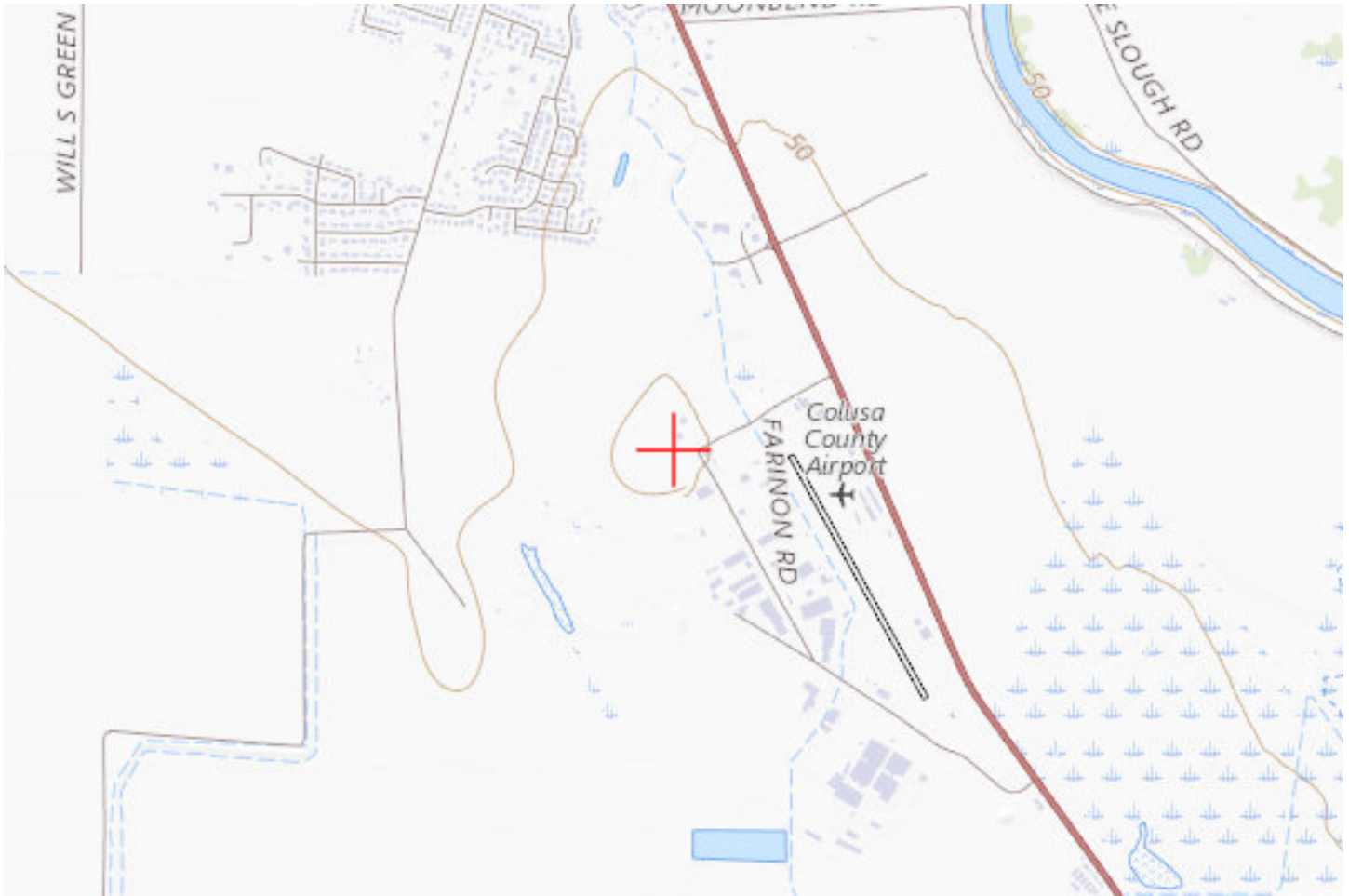
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(DNE)

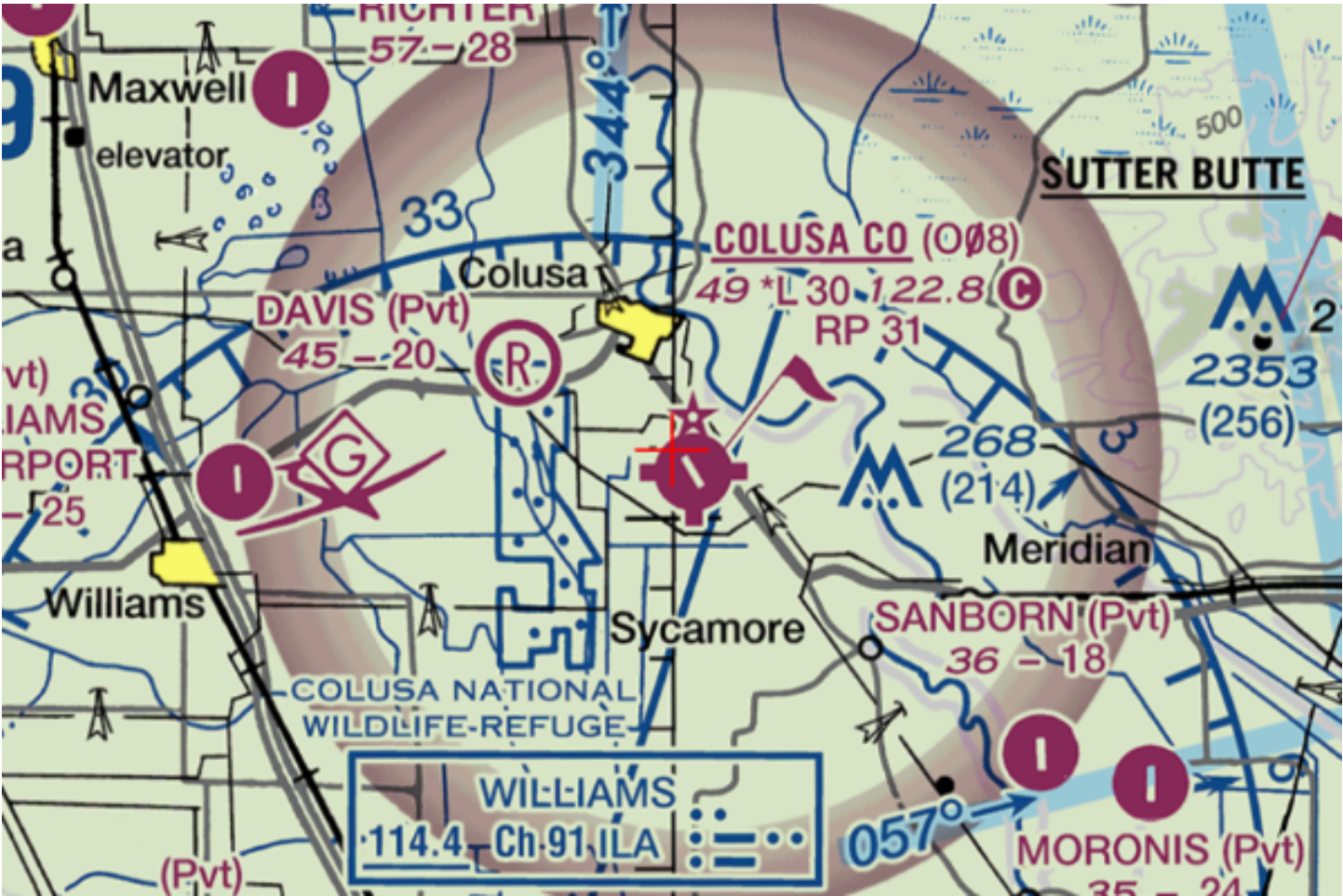
Daniel Shoemaker
Specialist

Attachment(s)
Map(s)

Attachment: Attachment #1 ALUC May 2nd Staff Report Packet Hunny Pot Farms (8386 : Hunny Pot Farms (ALUC #22-01))



Attachment: Attachment #1 ALUC May 2nd Staff Report Packet Hunny Pot Farms (8386 : Hunny Pot Farms (ALUC #22-01))



Attachment: Attachment #1 ALUC May 2nd Staff Report Packet Hunny Pot Farms (8386 : Hunny Pot Farms (ALUC #22-01))



Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Attachment #4

Aeronautical Study No.
2022-AWP-3760-OE

2.1.d

Issued Date: 04/11/2022

Jacob Kley
Colusa Industrial Properties
50 Sunrise Blvd.
Colusa, CA 95932

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Building Building 1-C5
Location:	Colusa, CA
Latitude:	39-10-57.18N NAD 83
Longitude:	122-00-00.66W
Heights:	51 feet site elevation (SE) 20 feet above ground level (AGL) 71 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

☐ At least 10 days prior to start of construction (7460-2, Part 1)
☒ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M.

The structure considered under this study lies in proximity to an airport and occupants may be subjected to noise from aircraft operating to and from the airport.

This determination expires on 10/11/2023 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

If we can be of further assistance, please contact our office at (206) 231-2989, or dan.shoemaker@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2022-AWP-3760-OE.

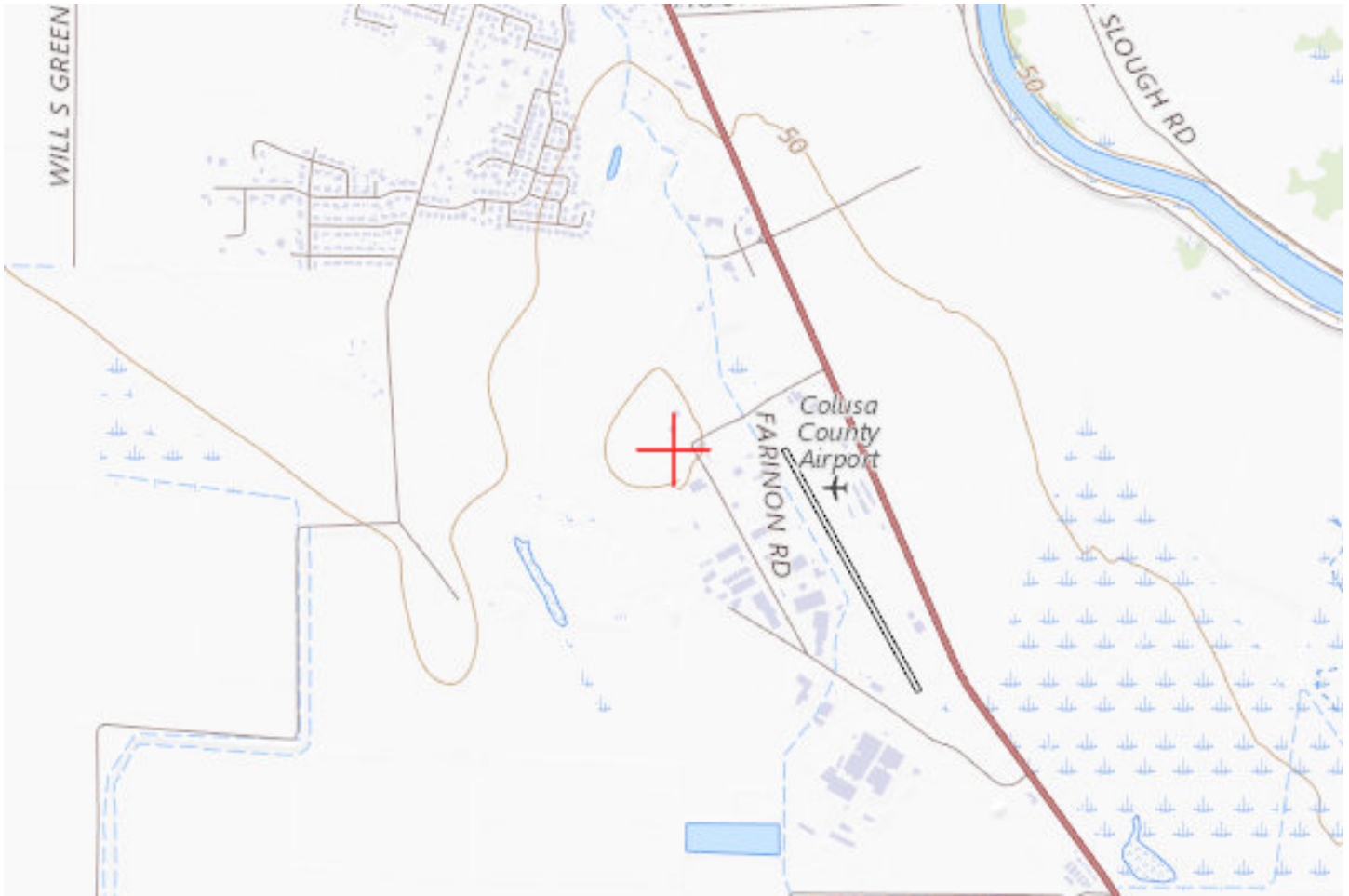
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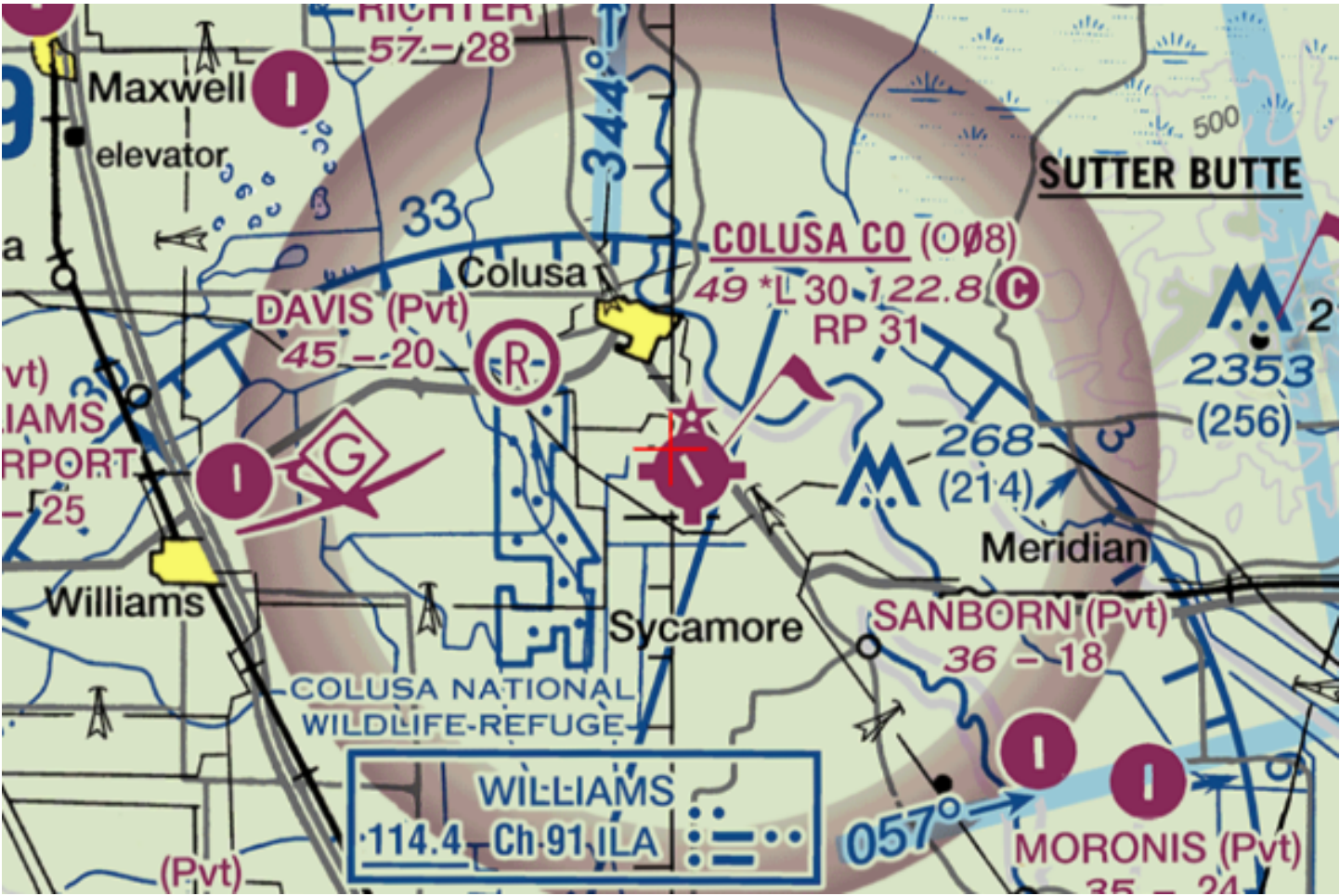
Daniel Shoemaker
Specialist

Attachment(s)
Map(s)

Attachment: Attachment #1 ALUC May 2nd Staff Report Packet Hunny Pot Farms (8386 : Hunny Pot Farms (ALUC #22-01))



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Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Attachment #4

Aeronautical Study No.
2022-AWP-3761-OE

2.1.d

Issued Date: 04/11/2022

Jacob Kley
Colusa Industrial Properties
50 Sunrise Blvd.
Colusa, CA 95932

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Building Building 1-C6
Location:	Colusa, CA
Latitude:	39-10-57.40N NAD 83
Longitude:	122-00-01.64W
Heights:	51 feet site elevation (SE) 20 feet above ground level (AGL) 71 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

☐ At least 10 days prior to start of construction (7460-2, Part 1)
☒ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M.

The structure considered under this study lies in proximity to an airport and occupants may be subjected to noise from aircraft operating to and from the airport.

This determination expires on 10/11/2023 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

If we can be of further assistance, please contact our office at (206) 231-2989, or dan.shoemaker@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2022-AWP-3761-OE.

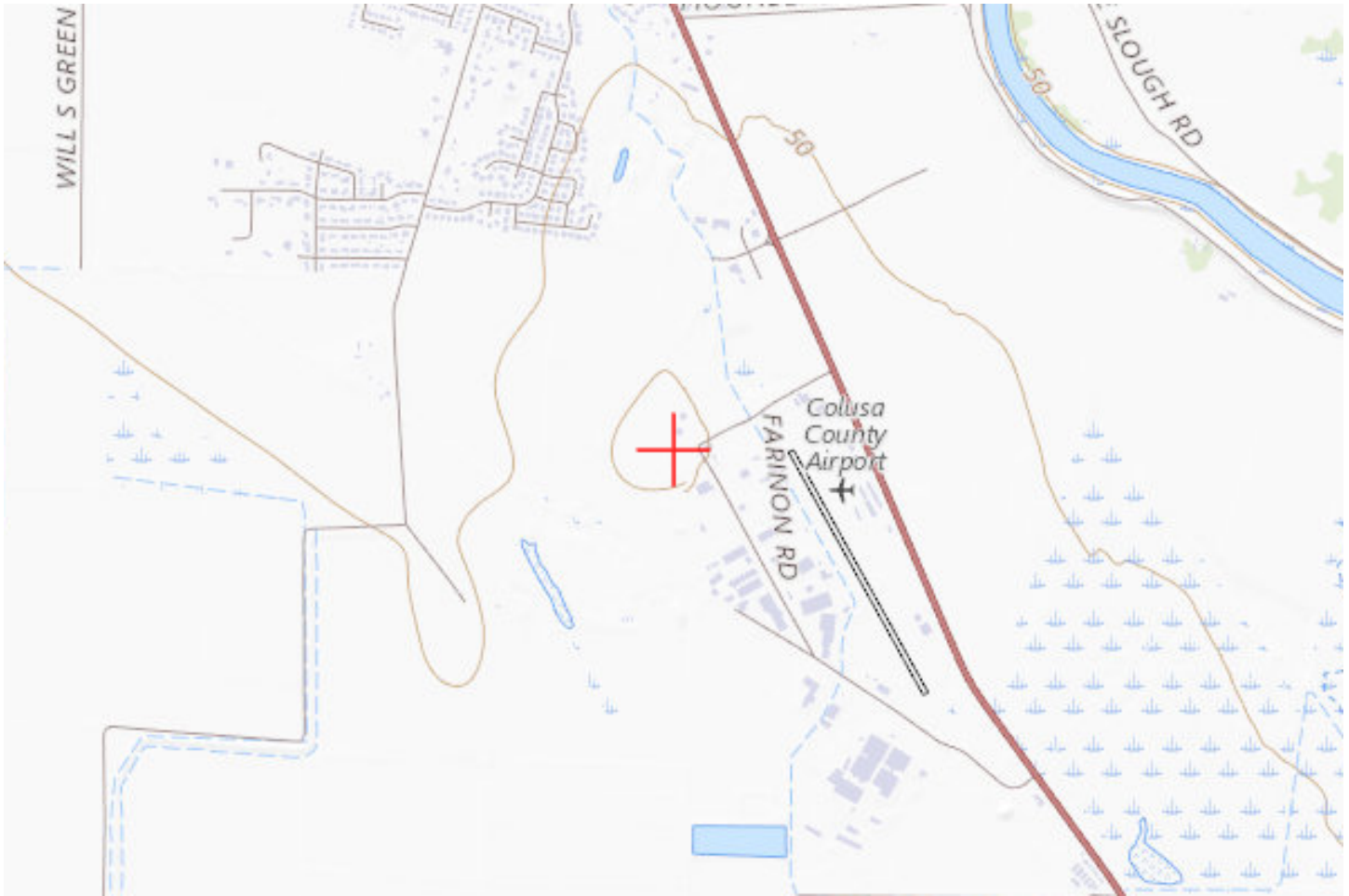
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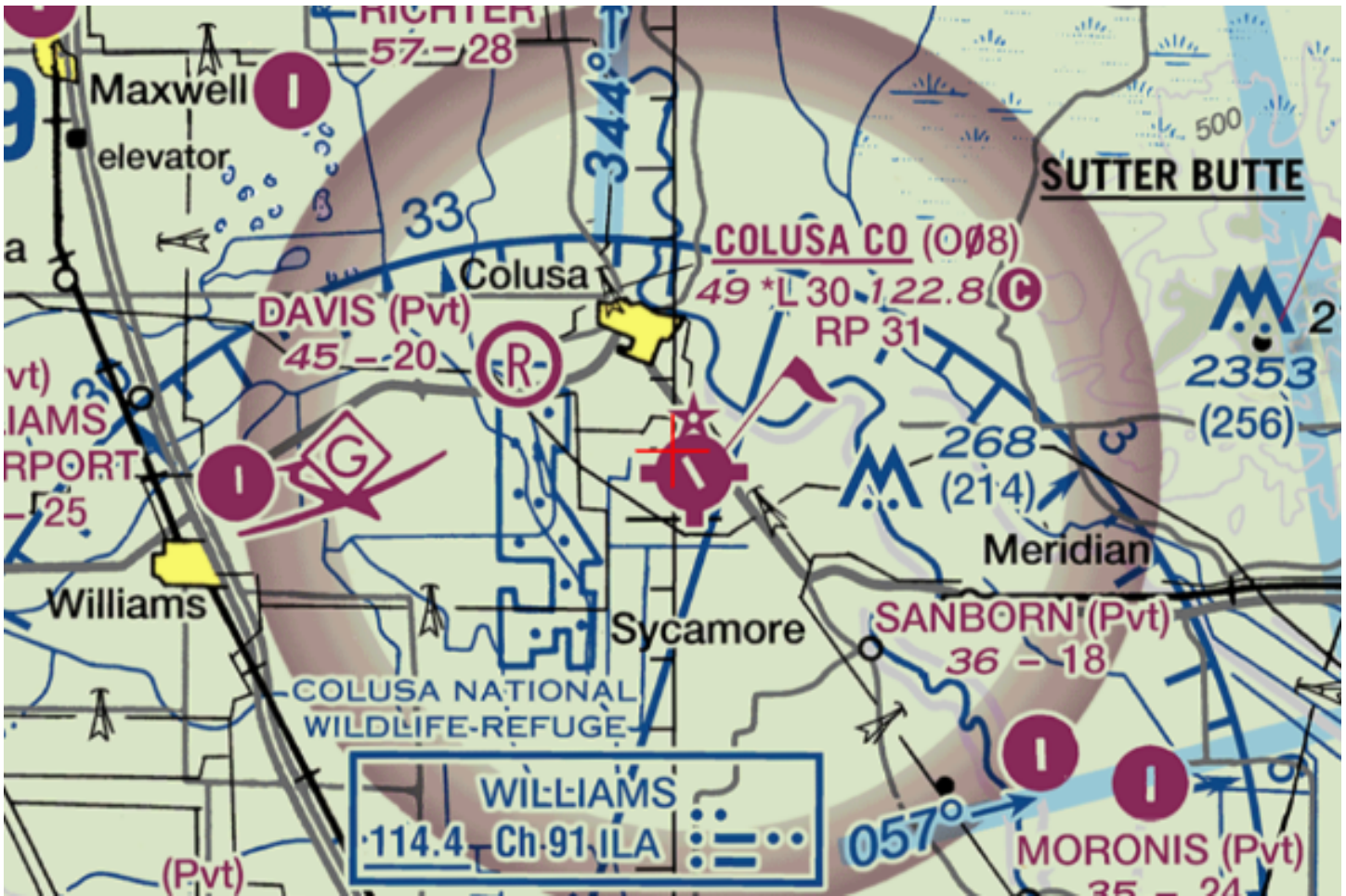
(DNE)

Daniel Shoemaker
Specialist

Attachment(s)
Map(s)

Attachment: Attachment #1 ALUC May 2nd Staff Report Packet Hunny Pot Farms (8386 : Hunny Pot Farms (ALUC #22-01))







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Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Attachment #4

Aeronautical Study No.
2022-AWP-3758-OE

2.1.d

Issued Date: 04/11/2022

Jacob Kley
Colusa Industrial Properties
50 Sunrise Blvd.
Colusa, CA 95932

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Building Building 1-R3
Location:	Colusa, CA
Latitude:	39-10-57.47N NAD 83
Longitude:	122-00-00.56W
Heights:	51 feet site elevation (SE) 33 feet above ground level (AGL) 84 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

☐ At least 10 days prior to start of construction (7460-2, Part 1)
☒ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M.

The structure considered under this study lies in proximity to an airport and occupants may be subjected to noise from aircraft operating to and from the airport.

This determination expires on 10/11/2023 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

If we can be of further assistance, please contact our office at (206) 231-2989, or dan.shoemaker@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2022-AWP-3758-OE.

Signature Control No: 513795515-523150393

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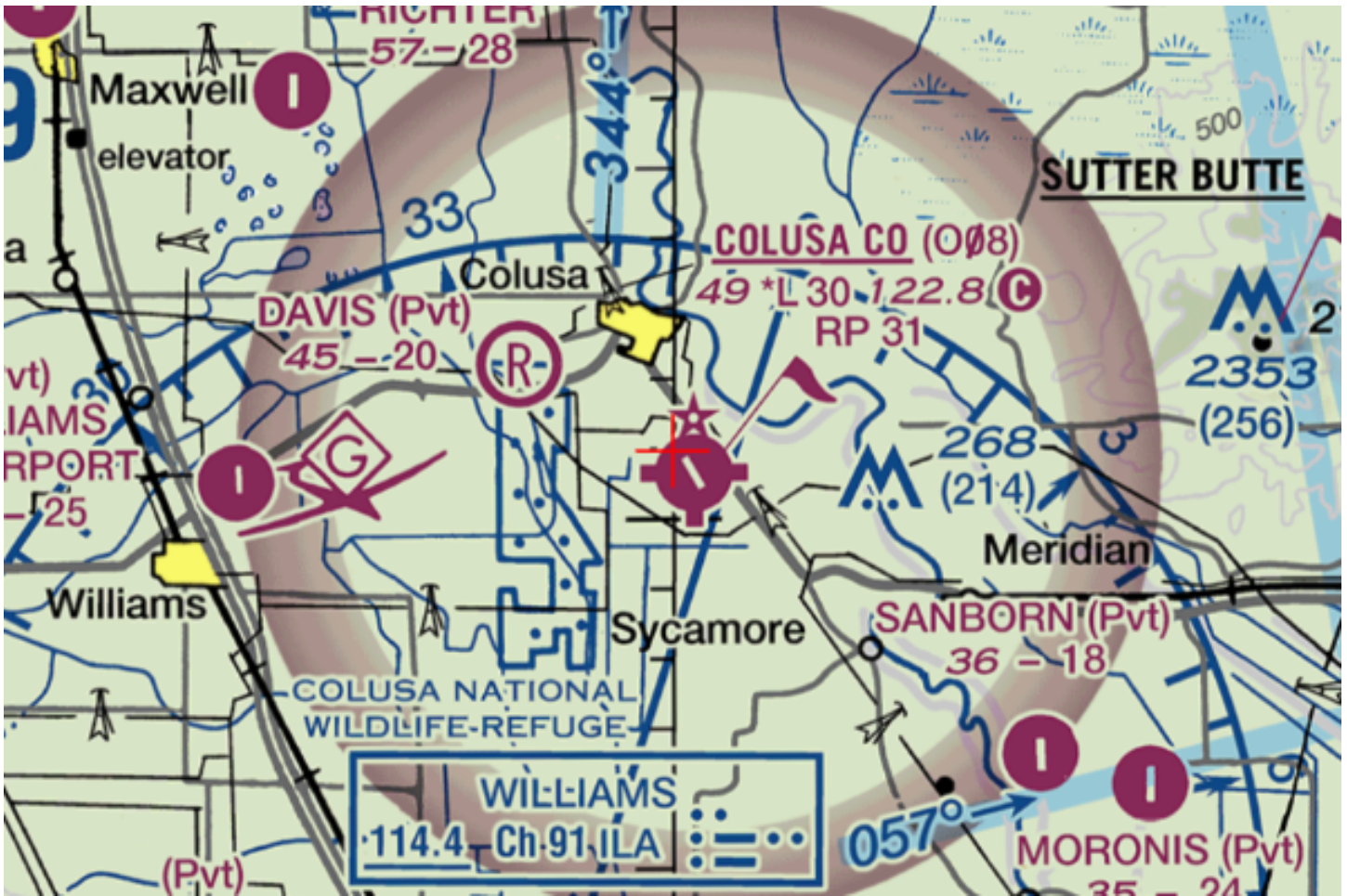
Daniel Shoemaker
Specialist

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Aeronautical Study No.
2022-AWP-3759-OE

2.1.d

Issued Date: 04/11/2022

Jacob Kley
Colusa Industrial Properties
50 Sunrise Blvd.
Colusa, CA 95932

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Building Building 1-R4
Location:	Colusa, CA
Latitude:	39-10-57.69N NAD 83
Longitude:	122-00-01.53W
Heights:	51 feet site elevation (SE) 33 feet above ground level (AGL) 84 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

☐ At least 10 days prior to start of construction (7460-2, Part 1)
☒ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M.

The structure considered under this study lies in proximity to an airport and occupants may be subjected to noise from aircraft operating to and from the airport.

This determination expires on 10/11/2023 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
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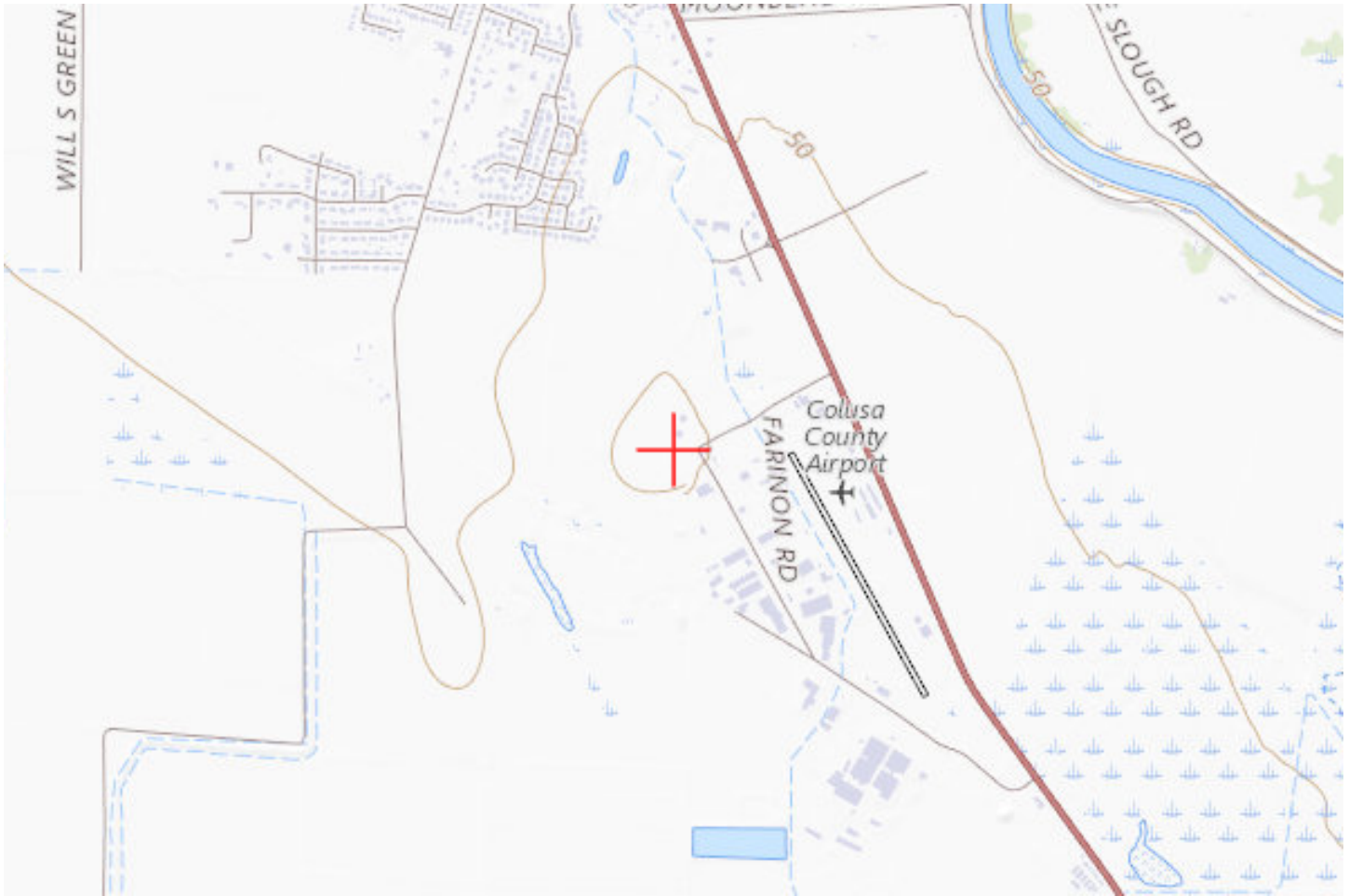
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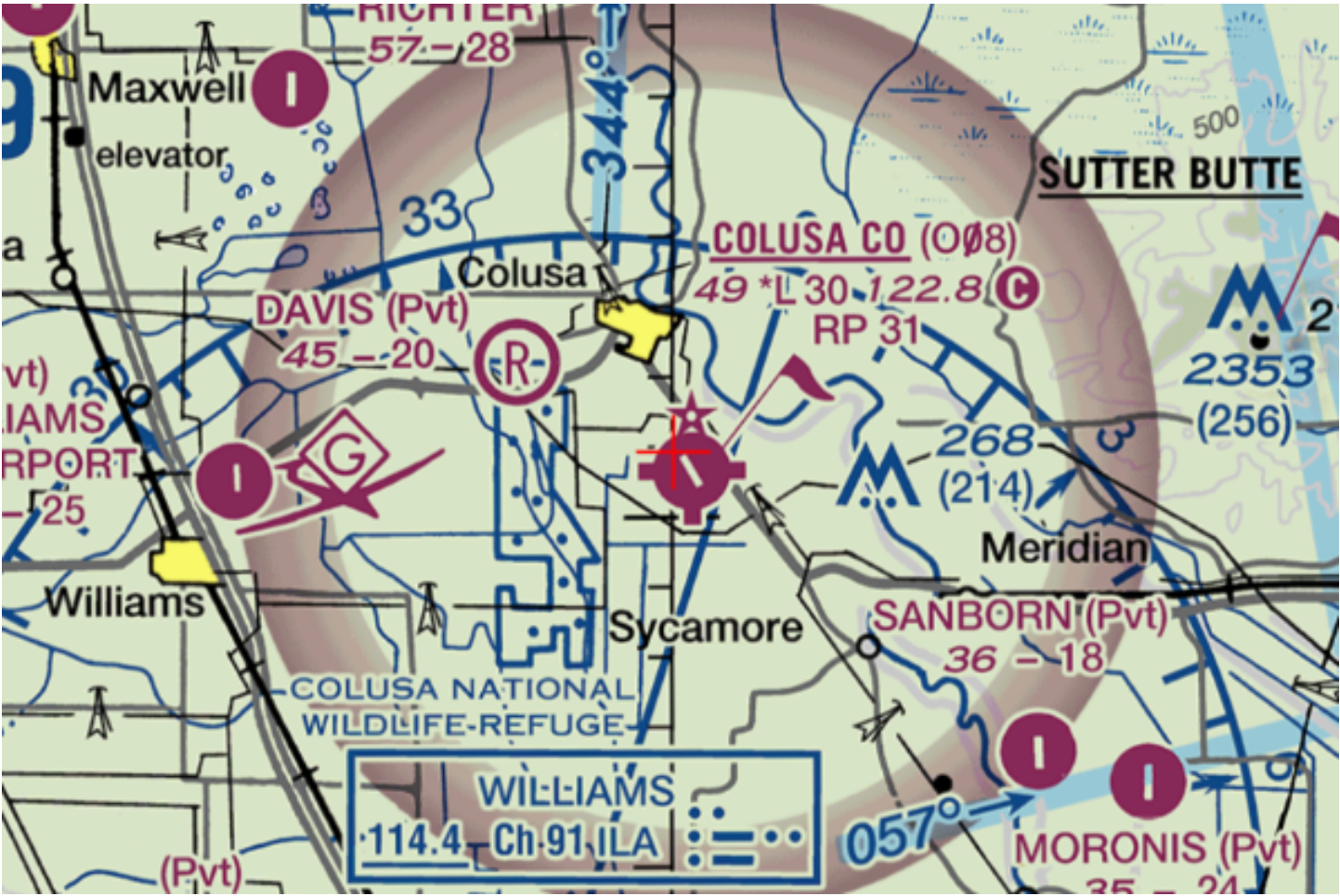
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Section 3. Revision, Correction, and Termination of Determination

7-3-1. REVISIONS AND TERMINATIONS BASED ON NEW FACTS

The FAA official responsible for issuing a no hazard determination has the delegated authority (Section 77.35) to revise or terminate the determination provided. The decision is based upon new facts that change the basis on which the original determination was made.

a. Revised determinations based on new aeronautical facts must be issued under a new aeronautical study number that would cancel and supersede the original determination.

b. A decision to terminate a no-hazard determination must be based on new facts that change the basis on which the determination was made. Normally in such a case, a subsequent "Determination of Hazard" would be issued under a new aeronautical study number.

c. If a proposed structure is relocated or there is a height change after a determination of no hazard is issued, a new filing must be submitted. When new filings are received, terminate any previous determinations before moving forward with the aeronautical studies. Multiple filings at the same location result in an administrative hardship and create a cumulative impact issue that could result in erroneous data analysis. Determinations must not be used as a basis for financial arrangements.

7-3-2. CORRECTION

The FAA official issuing a determination may also correct that determination as required. Editorial changes that do not involve a coordinate change (of one second or more in latitude or longitude) may be issued as corrections. Elevation changes that do not increase the height of the original proposal may also be issued as corrections. In this case, no change to

dates would be necessary. Adjustments or corrections that involve a coordinate change of less than one second or reduced elevation must be issued as a correction under the original study. Adjustments or corrections to a proposal for a coordinate change of one second or more and/or an increase to the elevation must be refiled as a new study.

7-3-3. STANDARD FORMAT

a. A revised determination based on new aeronautical facts must follow the standard format of the appropriate determination. An explanation should be included addressing the reason for the revision. A statement indicating that the revised determination cancels and supersedes the determination originally issued, should also be included.

b. A determination addressing editorial changes that do not involve structure coordinates or elevations may be issued by duplicating the original determination, making the corrections, adding a statement explaining the correction, and adding "Correction" at the end of the title.

c. A determination addressing corrections to coordinates or elevations must follow the standard format of the appropriate determination. An explanation should be included addressing the correction. This may be done in the description section of the determination. A statement should also be included which indicates that the corrected determination cancels and supersedes the original determination.

7-3-4. DISTRIBUTION

Copies of revised or corrected determinations must be given the same distribution as the original determination and, if appropriate, be distributed to other known interested persons or parties.

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construction equipment if such action will not have serious adverse effects on aeronautical operations.

5. Request that the temporary construction equipment be properly marked and/or lighted if needed.

b. Temporary Structures – OE notices for temporary structures are processed in the same manner as a permanent structure, but require special consideration in determining the extent of adverse effect. This is especially true of structures such as cranes and derricks that may only be at a particular site for a short time period. As a general policy, it is considered in the public interest to make whatever adjustments necessary to accommodate the temporary structure of 30 days or less if there is no substantial adverse affect on aeronautical operations or procedures. However, this policy does not apply if the aeronautical study discloses that the structure would be a hazard to aviation. Reasonable adjustments in aeronautical operations and modifications to the temporary structure should be given equal consideration.

6-3-13. CONSIDERING SHIELDING

Shielding as described below should not be confused with notice criteria as stated in Section 77.9(e).

a. Consideration. Shielding is one of many factors that must be considered in determining the physical effect a structure may have upon aeronautical operations and procedures. Good judgment, in addition to the circumstances of location and flight activity, will influence how this factor is considered in determining whether proposed or existing structures would be physically shielded.

b. Principle. The basic principle in applying the shielding guidelines is whether the location and height of the structures are such that aircraft, when operating with due regard for the shielding structure, would not collide with that structure.

c. Limitations. Application of the shielding effect is limited to:

1. The physical protection provided by existing natural terrain, topographic features, or surface structures of equal or greater height than the structure under study; and

2. The structure(s) providing the shielding protection is/are of a permanent nature and there are no plans on file with the FAA for the removal or alteration of the structure(s).

d. Guidelines. Any proposed construction of or alteration to an existing structure is normally considered to be physically shielded by one or more existing permanent structure(s), natural terrain, or topographic feature(s) of equal or greater height if the structure under consideration is located:

1. Not more than 500 feet horizontal distance from the shielding structure(s) and in the congested area of a city, town, or settlement, provided the shielded structure is not located closer than the shielding structures to any heliport or airport located within 5 miles of the structure(s).

2. Such that there would be at least one such shielding structure situated on at least three sides of the shielded structure at a horizontal distance of not more than 500 feet.

3. Within the lateral dimensions of any runway approach surface but would not exceed an overall height above the established airport elevation greater than that of the outer extremity of the approach surface, and located within, but would not penetrate, the shadow plane(s) of the shielding structure(s).

e. OEG must coordinate with FPT before applying shielding criteria for precision approach surface penetrations.

NOTE-

See FIG 6-3-7 and FIG 6-3-12.

6-3-14. CONSIDERING SHADOW PLANE

The term “shadow plane” means a surface originating at a horizontal line passing through the top of the shielding structure at right angles to a straight line extending from the top of the shielding structure to the end of the runway. The shadow plane has a width equal to the projection of the shielding structure’s width onto a plane normal to the line extending from the top and center of the shielding structure to the midpoint of the runway end. The shadow plane extends horizontally outward away from the shielding structure until it intersects or reaches the end of one of the imaginary approach area surfaces; see FIG 6-3-13, FIG 6-3-14, and FIG 6-3-15.

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6-3-15. RECOMMENDING MARKING AND LIGHTING OF STRUCTURES

a. STANDARDS. FAA standards, procedures, and types of equipment specified for marking and lighting structures are presented in AC 70/7460-1, Obstruction Marking and Lighting. These standards provide a uniform means to indicate the presence of structures and are the basis for recommending marking and lighting to the public. These standards are the minimum acceptable level of conspicuity to warn pilots of the presence of structures. They must also apply when Federal funds are to be expended for the marking and lighting of structures.

b. AERONAUTICAL STUDY. All aeronautical studies must include an evaluation to determine whether obstruction marking and/or lighting are necessary and to what extent. The entire structure or complex, including closely surrounding terrain and other structures, must be considered in recommending marking and lighting. A subsequent study may indicate a need to change an earlier determination by recommending marking and/or lighting when such recommendation was not made in the original study or, in some cases, after a determination was issued.

1. Proposed Structures. A change in runway length or alignment, a new airport development project, a change in aeronautical procedures, or other similar reasons may be cause for additional study of proposed structures to determine whether marking and/or lighting are now appropriate even when not recommended in the original study.

2. Existing Structures. A marking and/or lighting recommendation may be made at any time. In making the recommendation consider changes that have occurred in the vicinity of the structure since the initial determination was made and include such factors as increased aircraft activity, the closing of an airport, changes in IFR and VFR routes, and shielding by taller structures.

c. RECOMMENDATIONS. Recommend the marking and/or lighting standard most appropriate for the height and location of any temporary or permanent structure that:

1. Exceeds 200 feet in overall height above ground level at its site or exceeds any obstruction standard contained in Part 77, Subpart C, unless an aeronautical study shows the absence of such

marking and/or lighting will not impair aviation safety.

2. Is not more than 200 feet AGL, or is not identified as an obstruction under the standards of Part 77, Subpart C, but may indicate by its particular location a need to be marked or lighted to promote aviation safety.

d. PARTIAL MARKING AND/OR LIGHTING. Omitting marking and/or lighting on the structure's bottom section; for example, the lowest 200 feet of a tall structure should be discouraged unless that part of the structure is shielded. Marking and lighting standards are based on a total system configuration and are only effective when used as intended. Therefore, the structure and its location must be given careful consideration before recommending partial marking and/or lighting.

e. OMISSION/DELETION OF MARKING AND/OR LIGHTING. When recommending that marking and/or lighting be omitted because the structure is sufficiently conspicuous by its shape, size, and/or color, include a judgment that the structure would not blend into any physical or atmospheric background that may reasonably be expected in the vicinity.

f. EXCESSIVE MARKING AND/OR LIGHTING. Recommend specific advisory circular chapters, paragraphs, and, when appropriate, specific intensities that address the minimum marking and/or lighting standards for safety. Recommendation of specific chapters allow for the use of those chapters only, although they may contain references to other chapters. If the sponsor insists on or the FAA finds that high intensity white lights would not be objectionable, indicate in the determination that the FAA does not object to increased conspicuity provided the lighting is in accordance with guidelines of AC 70/7460-1, Obstruction Marking and Lighting.

g. VOLUNTARY MARKING AND/OR LIGHTING. When it is determined not necessary for aviation safety, marking and/or lighting may be accomplished on a voluntary basis. However, marking and/or lighting should not be a condition of the determination, but instead, it must be recommended that, if voluntary, marking and/or lighting be installed and maintained in accordance with AC 70/7460-1.

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h. HIGH AND MEDIUM INTENSITY WHITE OBSTRUCTION LIGHTING SYSTEMS:

1. High intensity lighting systems should not be recommended for structures 700 feet above ground level or less, except when an aeronautical study shows otherwise. This does not apply to catenary support structures.

2. Use caution in recommending the use of high or medium intensity white obstruction lighting systems, especially in a populated area. Aircraft operations can be adversely affected where strobe-lighted structures are located in an area of limited visual cues. These situations can contribute to spatial disorientation when pilots are maneuvering in minimum visibility conditions. Marine or surface vessels and other vehicles, especially on nearby elevated roadways, could also experience operational difficulties from strobe lights. External shielding may minimize adverse effects. Examples are:

(a) At locations within the airport/heliport environment in a sparsely lighted rural setting.

(b) At an offshore installation.

3. Dual lighting systems should be considered when a structure is located in or near residential areas, especially in hilly terrain where some houses are higher than the base of the structure.

i. LIGHTED SPHERICAL MARKERS. Lighted spherical markers are available for increased night conspicuity of high-voltage (69kv or greater) transmission-line catenary wires. These markers should be recommended for increased night conspicuity for such wires when located near airports, heliports, across rivers, canyons, lakes, etc. Consider the following when recommending lighted spherical markers: aeronautical activity, nighttime operations, low level operations, local weather conditions, height of wires, length of span, etc. If the support structures are to be lighted, also consider lighting the catenary wires. Installation, size, color, and pattern guidelines can be found in Advisory Circular 70/7460-1, Obstruction Marking and Lighting.

j. DEVIATIONS AND MODIFICATION TO MARKING AND/OR LIGHTING. When the sponsor or owner of a structure requests permission to deviate from or modify the recommended marking and/or lighting, an appropriate aeronautical study

should be made to determine whether the deviation/modification is acceptable, and/or whether the recommended marking and/or lighting should be retained.

1. A deviation refers to a change from the standard patterns, intensities, flashing rates, etc. A marking and lighting deviation is considered to be marking patterns or colors and lighting patterns, intensities, flashing rates, or colors other than those specified in AC 70/7460-1.

(a) Examples of deviations are contained in the AC 70/7460-1 and requests for deviations must be forwarded to the OEG to conduct an aeronautical study for the proposal. The results of the evaluation will be sent to the Team Manager for review.

(b) Deviations require final approval by the OEG Group Manager. The Team Manager will forward the results of the study to the OEG Group Manager for approval or denial and the OEG must effect all coordination necessary for issuing the decision.

2. The OEG may approve a request for a modified application of marking and/or lighting. Examples of modified applications may be found in AC 70/7460-1. A modified application of marking and lighting refers to the amount of standard marking and/or lighting such as:

(a) Placing the standard marking and/or lighting on only a portion of a structure.

(b) Adding marking and/or lighting in addition to the standard marking and lighting to improve the conspicuity of the structure;

(c) Reducing the amount of standard marking and/or lighting to the extent of eliminating one or the other as may be considered appropriate.

(d) Adjusting the standard spacing of recommended intermediate light levels for ease of installation and maintenance as considered appropriate.

6-3-16. NEGOTIATIONS

Negotiations must be attempted with the sponsor to reduce the structure's height so that it does not exceed obstruction standards, mitigate any adverse effects on aeronautical operations, air navigation and/or communication facilities, or eliminate substantial adverse effect. If feasible, recommend collocation of

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the structure with other structures of equal or greater heights. Include in the aeronautical study file and determination a record of all the negotiations attempted and the results. If negotiations result in the withdrawal of the OE notice, the obstruction evaluation study may be terminated. Otherwise, the obstruction evaluation must be continued to its conclusion.

6-3-17. CIRCULARIZATION

a. Circularizing a public notice allows the FAA to solicit information that may assist in determining what effect, if any, the proposed structure would have to the navigable airspace. The OEG determines when it is necessary to distribute a public notice.

1. If a structure first exceeds obstruction standards, then a public notice should be circularized if:

- (a) An airport is affected;
- (b) There is possible VFR effect; or
- (c) There is a change in aeronautical operations or procedures.

2. Circularization is not necessary for the following types of studies:

(a) A reduction in the height of an existing structure.

(b) A structure that would be located on a site in proximity to another previously studied structure, would have no greater effect on aeronautical operations and procedures, and the basis for the determination issued under the previous study could be appropriately applied.

(c) A proposed structure replacing an existing or destroyed structure, that would be located on the same site and at the same or lower height as the original structure, and marked and/or lighted under the same provisions as the original structure (this does not preclude a recommendation for additional marking/lighting to ensure conspicuity).

(d) A proposed structure that would be in proximity to, and have no greater effect than, a previously studied existing structure, and no plan is on file with the FAA to alter or remove the existing structure.

(e) A structure that would be temporary and appropriate temporary actions could be taken to accommodate the structure without an undue hardship on aviation.

(f) A structure found to have substantial adverse effect based on an internal FAA study.

(g) A structure that would exceed Part 77.17 (a)(2) and would be outside the traffic pattern.

(h) A structure that would affect IFR operations but would only need FAA comment. For instance a structure that:

- (1) Would raise a MOCA, but not a MEA.
- (2) Would raise a MVA.
- (3) Would raise a MIA.

3. Circularization for existing structures will be determined on a case-by-case basis.

b. Each public notice (automated letter CIR) must contain:

1. A complete, detailed description of the structure including, as appropriate, illustrations or graphics depicting the location of the structure:

(a) On-airport studies. Use airport layout plans or best available graphic.

(b) Off-airport studies. Use the appropriate aeronautical chart. Additional illustrations may be included, as necessary.

2. A complete description of the obstruction standards that are exceeded, the number of feet by which the structure exceeds the standards.

3. An explanation of the potential effects of the structure in sufficient detail to assist interested persons in formulating comments on how the structure would affect aeronautical operations.

4. A date by which comments are to be received. The date established should normally allow interested persons 30 days in which to submit comments, but a shorter comment period may be established depending upon circumstances.

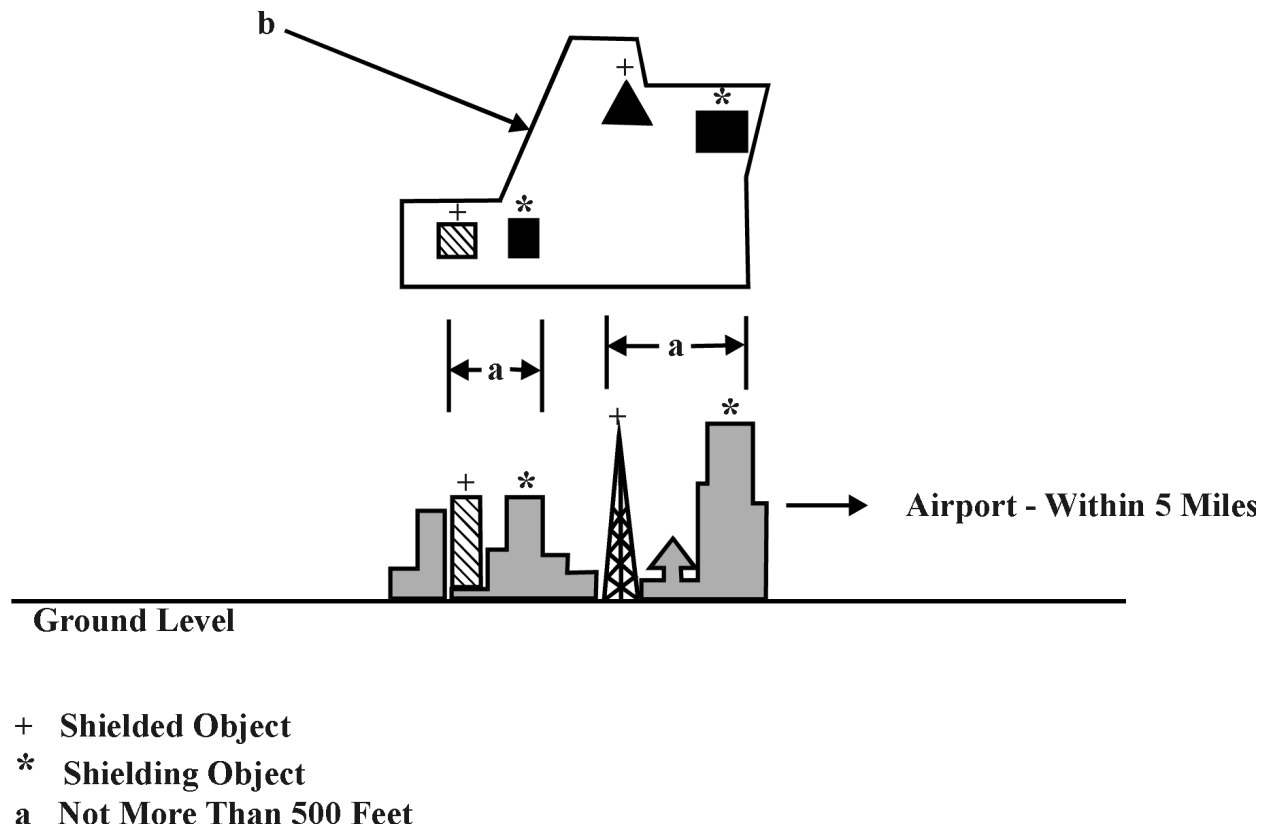
c. Public notices should be distributed to those who can provide information needed to assist in evaluating the aeronautical effect of the structure. As a minimum, the following governmental agencies, organizations, and individuals should be included on distribution lists due to their inherent aeronautical interests:

Attachment #6

1. The sponsor and/or his representative.
2. All known aviation interested persons and groups such as state, city, and local aviation authorities; airport authorities; various military organizations within the DOD; flying clubs; national, state, and local aviation organizations; flight schools; fixed base operators; air taxi, charter flight offices; and other organizations or individuals that demonstrate a specific aeronautical interest such as county judges and city mayors.
3. Airport owners as follows:
 - (a) All public-use airports within 13 NM of the structure.
 - (b) All private-use airports within 5 NM of the structure.
4. The specific FAA approach facility, en route facility (ARTCC), and Flight Service Station (FSS) in whose airspace the structure is located.
5. Flight Standards.
6. An adjacent regional/service area office if the structure is within 13 NM of the regional state boundary.
7. As appropriate, state and local authorities; civic groups; organizations; and individuals who do not have an aeronautical interest, but may become involved in specific aeronautical cases, must be included in the notice distribution, and given supplemental notice of actions and proceedings on a case-by-case basis. Those involved should clearly understand that the public notice is to solicit aeronautical comments concerning the physical effect of the structure on the safe and efficient use of airspace by aircraft.
8. A proposed structure that penetrates the 40:1 by 35 feet or more, departure slope must be circularized to the following:
 - (a) Aircraft Owners and Pilots Association;
 - (b) National Business Aviation Association;
 - (c) Regional Air Line Association;
 - (d) Department of Defense;
 - (e) Air Transport Association;
 - (f) Air Line Pilots Association; and
 - (g) Other appropriate persons and organizations listed in this section.
 - d. Document and place in the obstruction evaluation file the names of each person and/or organizations to which public notice was sent. Reference to a distribution code, mailing list, or other evidence of circularization is sufficient provided a printout or list of each coded distribution is maintained for future reference. Also record the time period during which each printout or list is used. The retention schedule is listed in Order 1350.15, Records Organization, Transfer, and Destruction Standards.
 - e. Consider only valid aeronautical objections or comments in determining the extent of adverse effect of the structure. Comments of a non-aeronautical nature are not considered in obstruction evaluation as described in Part 77.
 - f. If the sponsor agrees to revise the project so that it does not exceed obstruction standards and would have no adverse effect, cancel the public notice, advise interested parties, as necessary, revise the obstruction evaluation study, and proceed as appropriate.

FIG 6-3-12

STANDARDS FOR DETERMINING SHIELDING: CONGESTED PART OF CITY, TOWN, OR SETTLEMENT



Attachment #1

Attachment #6

FIG 6-3-13
STANDARDS FOR DETERMINING SHIELDING

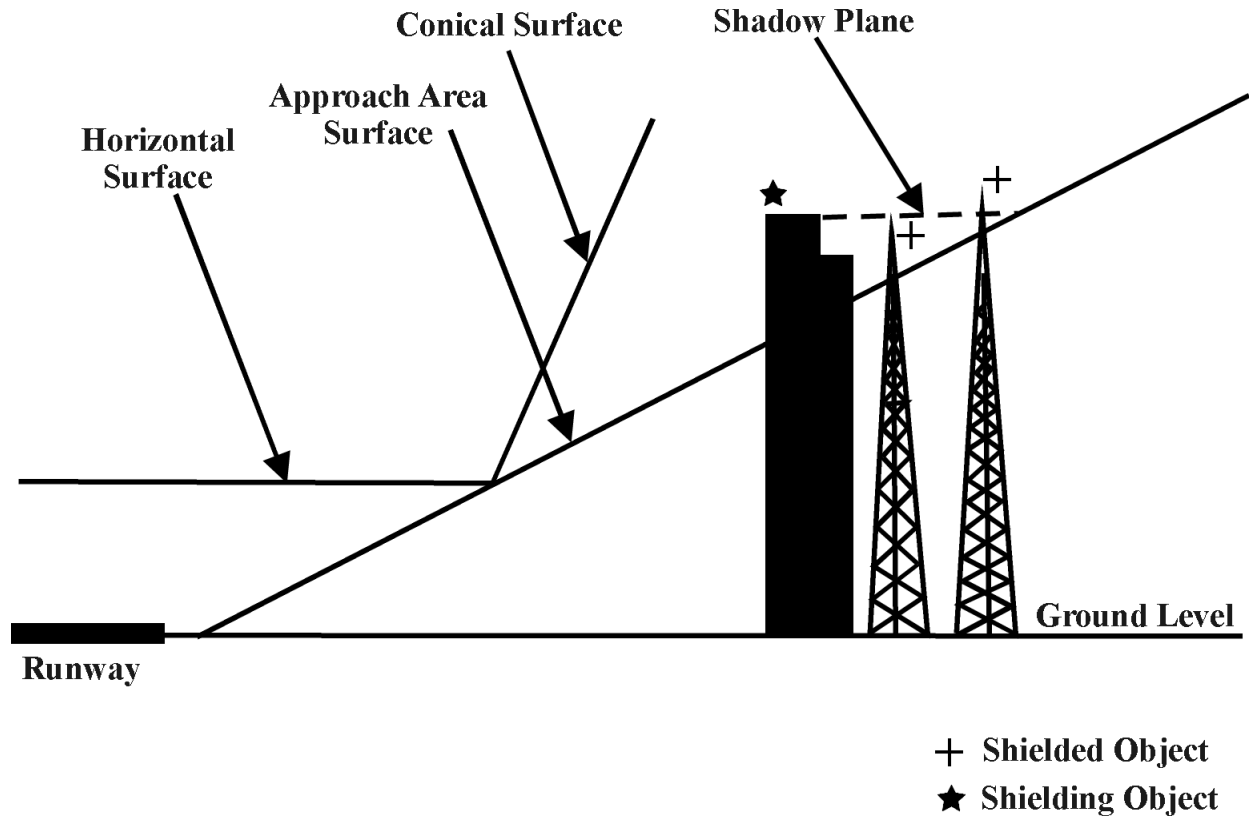
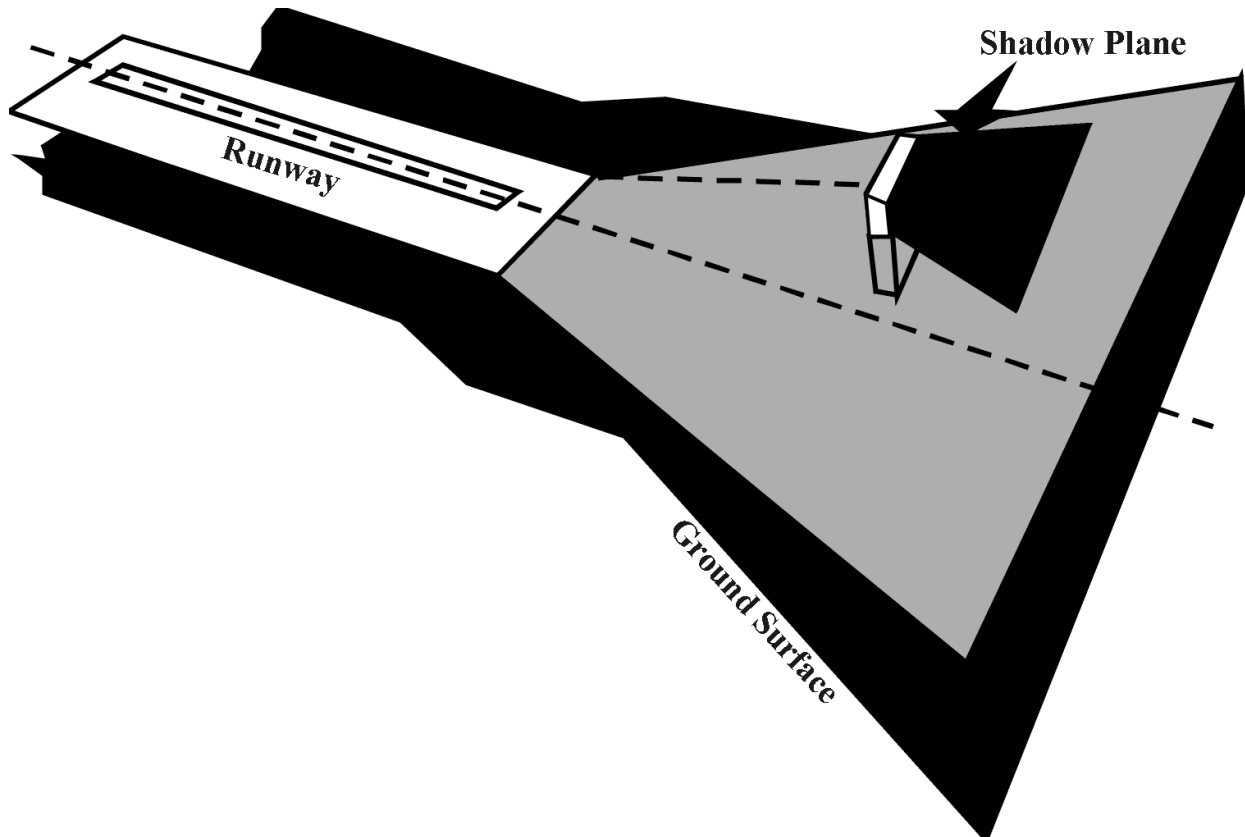


FIG 6-3-14

STANDARDS FOR DEVELOPING SHIELDING: PERSPECTIVE OF A SHADOW PLANE

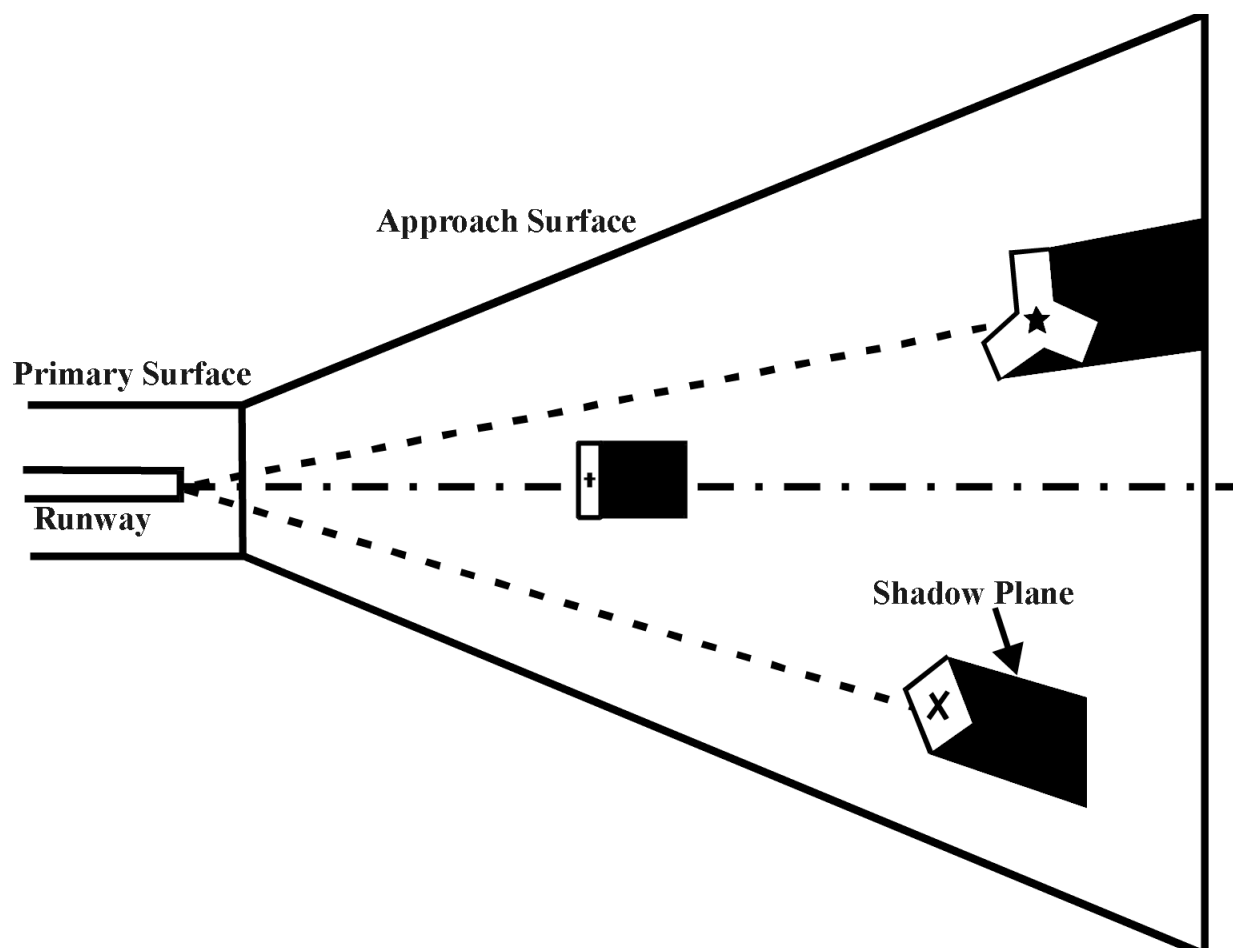


Attachment #1

Attachment #6

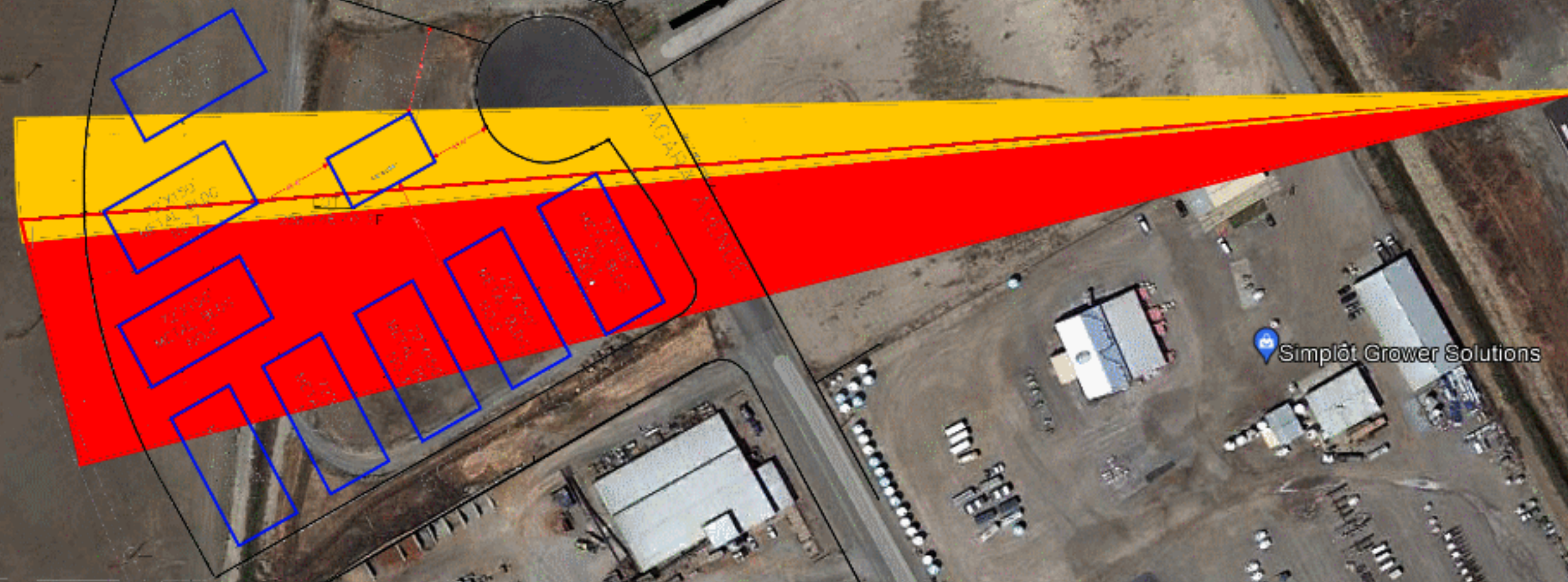
FIG 6-3-15

STANDARDS FOR DETERMINING SHIELDING: EXAMPLES OF SHADOW PLANES



Attachment #1
Attachment #7

2.1.d



Farron Rd

Wilbur-Ellis

Simplet Grower Solutions

Clearcast Concrete & Stone Products

Greg Plucker

From: jkley cipcorp.com <jkley@cipcorp.com>
Sent: Thursday, April 7, 2022 10:16 AM
To: Shoemaker, Dan (FAA)
Subject: RE: Request for 7460-1 Terminations

Dan,

Thank you for responding back regarding these filings and verifying that, even with my errors of reporting **AMSL** elevations on the structure points where **AGL** elevations were appropriate, they are anticipated to meet requirements for determinations of "No Hazard to Air Navigation" from the FAA OE office. These errors essentially proceeded through the evaluation process with structure heights ranging from 57'-84' **AGL** in this area, which should have been 17'-33' **AGL**. I am wondering if you might be able to incorporate language stating the fact that you were made aware of and recognize the errors I made and that even with them, the determination is still "No Hazard"?

Let me know if this is possible! Also, just checking in to see if these might be available early next week so I can meet my ALUC's deadline for submittal of Friday the 15th?

Thanks

Jacob H. Kley
Colusa Industrial Properties
50 Sunrise Blvd.
Colusa Ca. 95932
(530)682-7432

From: Shoemaker, Dan (FAA) <Dan.Shoemaker@faa.gov>
Sent: Tuesday, April 5, 2022 10:07 AM
To: jkley cipcorp.com <jkley@cipcorp.com>
Subject: RE: Request for 7460-1 Terminations

Hi Jacob. Those studies are still undergoing initial evaluation by one of the offices we shotgun them out to at the beginning of the process. At this time, there are no Part 77 surface penetrations, IFR effects, or objections from the other offices that have already completed their reviews, and I don't anticipate the remaining office will have any objections, so these should be slam-dunks. They have 45 days from verification of the studies to complete their reviews and provide comments, and the 45 days will be up on Monday, 11 April, so I will issue the determinations on that day.

Please let me know if you have any questions or concerns.

Dan

Dan Shoemaker
Airspace Specialist, Nevada and Northern California
Seattle Obstruction Evaluation Group
Office Phone: (206) 231-2989
<https://oeaaa.faa.gov>

Attachment: Attachment #1 ALUC May 2nd Staff Report Packet Hunny Pot Farms (8386 : Hunny Pot Farms (ALUC #22-01))

Attachment #1**Attachment #8**

From: jkley cipcorp.com <jkley@cipcorp.com>
Sent: Monday, April 4, 2022 4:14 PM
To: Shoemaker, Dan (FAA) <Dan.Shoemaker@faa.gov>
Subject: FW: Request for 7460-1 Terminations
Importance: High

Dan,

I have not received a response to the email below regarding the six ASN #'s that I indicated I would like to terminate and refile!?

I have received the new information on those six to refile and while entering the new data, I realized that I made a mistake on the original filing spread sheet data entry and erroneously entered the height of all structure points as **AMSL** not **AGL** so all 12 of my original filing have errors and I need to speak with you on how to correct this! The original 12 ASN#s for the two proposed structures are:

2022-AWP-3756-OE
 2022-AWP-3757-OE
 2022-AWP-3758-OE
 2022-AWP-3759-OE
 2022-AWP-3760-OE
 2022-AWP-3761-OE

2022-AWP-3762-OE
 2022-AWP-3763-OE
 2022-AWP-3764-OE
 2022-AWP-3765-OE
 2022-AWP-3766-OE
 2022-AWP-3767-OE

This is a time sensitive issue as I am trying to meet a deadline for my local ALUC meeting for review of this project and these were originally filed on 2/23/22! If I do not hear from you by tomorrow, I will assume the best thing to do at this point is to refile all twelve of these again...PLEASE CALL ME AS SOON AS POSSIBLE! I am sorry for the inconvenience, but I need a little help!

Jacob H. Kley
 Colusa Industrial Properties
 50 Sunrise Blvd.
 Colusa Ca. 95932
 (530)682-7432

From: jkley cipcorp.com
Sent: Tuesday, March 22, 2022 10:42 AM
To: dan.shoemaker@faa.gov

Attachment: Attachment #1 ALUC May 2nd Staff Report Packet Hunny Pot Farms (8386 : Hunny Pot Farms (ALUC #22-01))

Subject: Request for 7460-1 Terminations

Importance: High

Attachment #1

Attachment #8

Dan,

Good morning, I am reaching out to see if you can help me terminate (6) 7460-1 filings. The developer has decided to alter the placement of the structure slightly so the currently submitted coordinate location information is incorrect.

I looked on the web portal and cannot find an option for terminating a filing...?

The (6) ASN #'s are:

2022-AWP-3756-OE

2022-AWP-3757-OE

2022-AWP-3758-OE

2022-AWP-3759-OE

2022-AWP-3760-OE

2022-AWP-3761-OE

I do intend to re-submit with new coordinate points once I receive them from the developer. These were filed under sponsor of **Colusa Industrial Properties** with myself as contact.

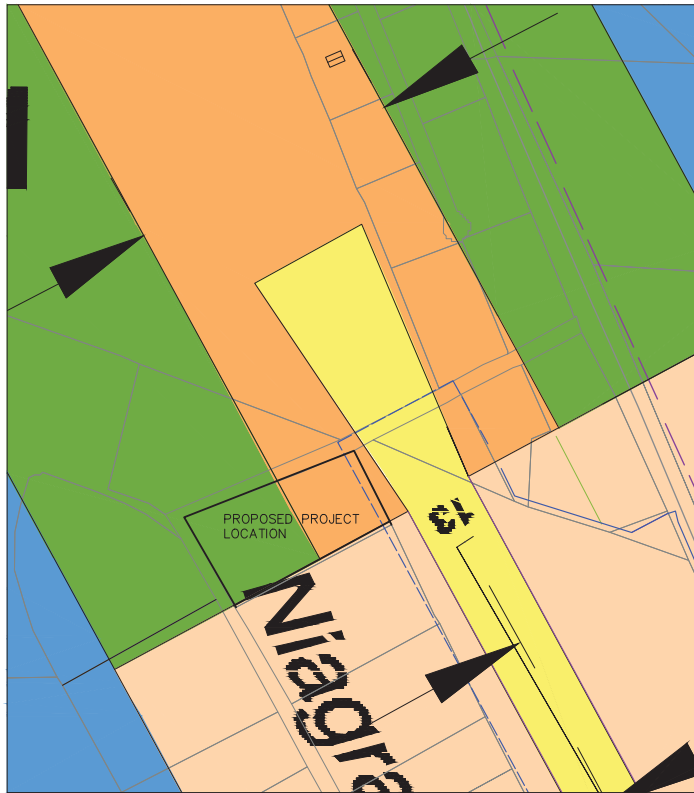
Please let me know how best to handle this and confirm that these can indeed be terminated.

Thank You

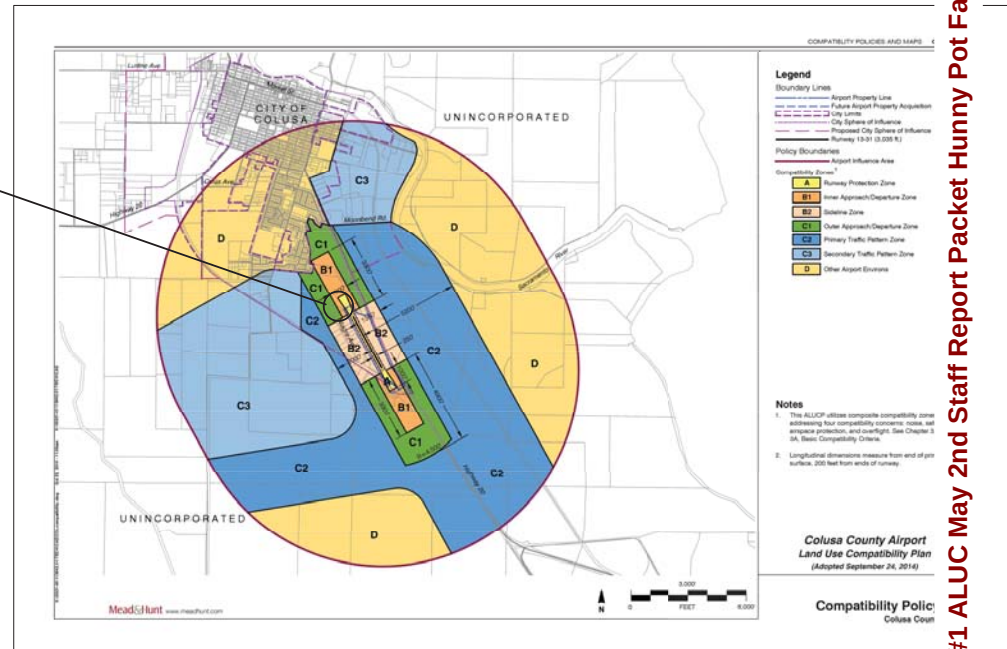
Jacob H. Kley
Colusa Industrial Properties
50 Sunrise Blvd.
Colusa Ca. 95932
(530)682-7432

Attachment: Attachment #1 ALUC May 2nd Staff Report Packet Hunny Pot Farms (8386 : Hunny Pot Farms (ALUC #22-01))

Attachment #9



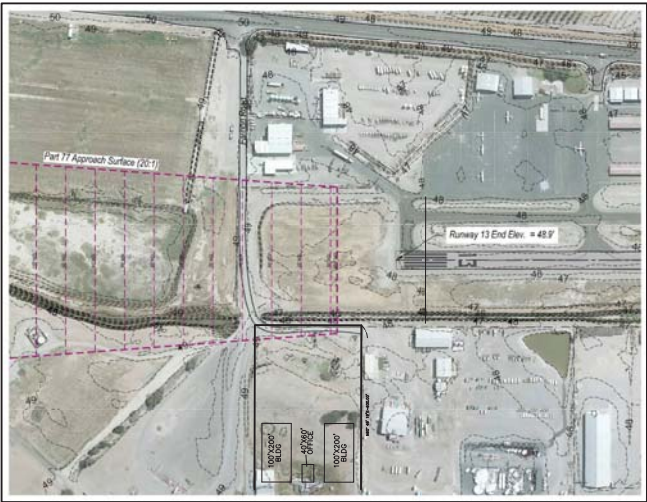
DETAIL
NTS



		ERTY	
		ORGE MUSALLAM	
RYES 1847 STARR DRIVE SUITE "J" YUBA CITY, CA 95993 (530) 713-0417		DWS NO: 1	SHT. NO: P-1



Attachment #9



PART 77 APPROACH SURFACE (20:1)
1"=200'



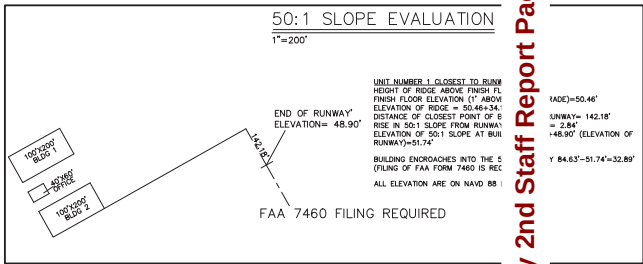
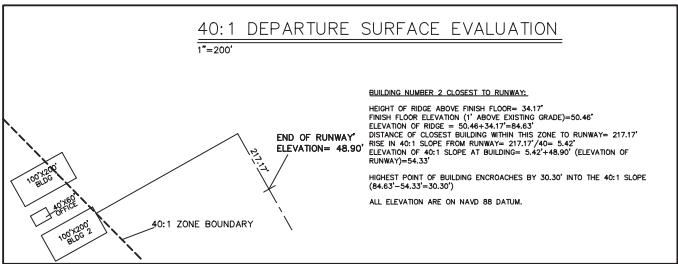
RUNWAY PROTECTION ZONE
1"=200'



DEPARTURE SURFACE (40:1)
1"=200'



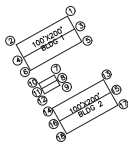
THRESHOLD SIGHTING SURFACE (20:1)
1"=200'



- NOTES:
- THE DIAGRAMS AND INFORMATION SHOWN HEREIN ARE BASED ON A FIELD SURVEY COMPLETED IN JANUARY OF 2021. NILES HAS NOT EVALUATED THE PROPOSED NEW CONSTRUCTION TO DETERMINE COMPLIANCE WITH THE CALIFORNIA COUNTY LAND USE COMPATIBILITY PLAN AND THE SUBMITTAL OF THESE CALCULATIONS ARE SUBMITTED FOR INFORMATION ONLY. COMPLIANCE EVALUATION NEEDS TO BE DONE BY OTHERS.
 - BENCH MARK USED IS AN NOS MONUMENT SET AT CONCRETE HEADWALL LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF FARNION ROAD AND STATE HIGHWAY 20 WITH SET ELEVATION OF 48.7' NAVD 88 DATUM.
 - SIZE AND HEIGHT OF BUILDINGS WERE PROVIDED BY LANDX, GENERAL BUILDING CONTRACTOR.

NEW METAL BUILDINGS (TYP.)
DIMENSIONS: 100'X200'
HIGHEST POINT OF ROOF ABOVE FINISHED FLOOR=34.17'
ELEVATION OF FINISHED FLOOR=50.67'
ELEVATION OF HIGHEST POINT ON ROOF= 50.67+34.17=84.84'
PART 77 20:1 APPROACH SURFACE AT BUILDING (BUILDINGS OUTSIDE IMPACT AREA)
THRESHOLD SIGHTING 20:1 SURFACE AT BUILDING (BUILDINGS OUTSIDE IMPACT AREA)
40:1 DEPARTURE SURFACE EVALUATION (SEE CALCULATIONS THIS PAGE)
50:1 FAA 7460 FILING REQUIREMENTS (SEE CALCULATIONS THIS PAGE)
BUILDINGS ARE OUTSIDE THE LIMITS OF THE RUNWAY PROTECTION ZONE.

BUILDINGS CORNERS LABELING
N.T.S.



BUILDING CORNERS COORDINATES (NAD 83)			
CORNER NO.	LATITUDE	LONGITUDE	
1	N39° 10' 58.72"	W121° 59' 54.40"	
2	N39° 10' 57.75"	W121° 59' 56.61"	
3	N39° 10' 58.28"	W121° 59' 54.09"	
4	N39° 10' 57.32"	W121° 59' 56.30"	
5	N39° 10' 57.85"	W121° 59' 53.78"	
6	N39° 10' 56.89"	W121° 59' 55.99"	
7	N39° 10' 56.86"	W121° 59' 55.10"	
8	N39° 10' 56.69"	W121° 59' 54.98"	
9	N39° 10' 56.51"	W121° 59' 54.85"	
10	N39° 10' 56.57"	W121° 59' 55.76"	
11	N39° 10' 56.40"	W121° 59' 55.64"	
12	N39° 10' 56.22"	W121° 59' 55.52"	
13	N39° 10' 56.88"	W121° 59' 53.08"	
14	N39° 10' 55.91"	W121° 59' 55.29"	
15	N39° 10' 56.45"	W121° 59' 52.77"	
16	N39° 10' 55.48"	W121° 59' 54.98"	
17	N39° 10' 56.01"	W121° 59' 52.46"	
18	N39° 10' 55.05"	W121° 59' 54.67"	



HULBERT I
PLO
1547 STARR DRIVE SUITE "J"
YUBA CITY, CA 95903
(530) 713-0417

RTY
DWG NO: 2
SHT NO: P-2

Attachment: Attachment #1 ALUC May 2nd Staff Report Packet Hunny Pot Farms (9386 : Hunny Pot Farms



Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Attachment #1
Attachment #9

Aeronautical Study No.
2021-AWP-7420-OE

2.1.d

Issued Date: 07/14/2021

Jacob Kley
Colusa Industrial Properties
50 Sunrise Blvd.
Colusa, CA 95932

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Building Tan Oak B2 C1
Location:	Colusa, CA
Latitude:	39-10-58.72N NAD 83
Longitude:	121-59-54.40W
Heights:	50 feet site elevation (SE) 30 feet above ground level (AGL) 80 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure would have no substantial adverse effect on the safe and efficient utilization of the navigable airspace by aircraft or on the operation of air navigation facilities. Therefore, pursuant to the authority delegated to me, it is hereby determined that the structure would not be a hazard to air navigation provided the following condition(s) is(are) met:

As a condition to this Determination, the structure is to be marked/lighted in accordance with FAA Advisory circular 70/7460-1 M, Obstruction Marking and Lighting, red lights-Chapters 4,5(Red),&15.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- ☒ At least 10 days prior to start of construction (7460-2, Part 1)
☒ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

See attachment for additional condition(s) or information.

The structure considered under this study lies in proximity to an airport and occupants may be subjected to noise from aircraft operating to and from the airport.

Attachment: Attachment #1 ALUC May 2nd Staff Report Packet Hunny Pot Farms (8386 : Hunny Pot Farms (ALUC #22-01))

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is subject to review if an interested party files a petition that is received by the FAA on or before August 13, 2021. In the event a petition for review is filed, it must contain a full statement of the basis upon which it is made and be submitted to the Manager of the Rules and Regulations Group. Petitions can be submitted via mail to Federal Aviation Administration, 800 Independence Ave, SW, Washington, DC 20591, via email at OEPetitions@faa.gov, or via facsimile (202) 267-9328.

This determination becomes final on August 23, 2021 unless a petition is timely filed. In which case, this determination will not become final pending disposition of the petition. Interested parties will be notified of the grant of any review. For any questions regarding your petition, please contact Rules and Regulations Group via telephone – 202-267-8783.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

This aeronautical study considered and analyzed the impact on existing and proposed arrival, departure, and en route procedures for aircraft operating under both visual flight rules and instrument flight rules; the impact on all existing and planned public-use airports, military airports and aeronautical facilities; and the cumulative

impact resulting from the studied structure when combined with the impact of other existing or proposed structures. The study disclosed that the described structure would have no substantial adverse effect on air navigation.

2.1.d

Attachment #1
Attachment #9

An account of the study findings, aeronautical objections received by the FAA during the study (if any), and the basis for the FAA's decision in this matter can be found on the following page(s).

If we can be of further assistance, please contact Daniel Shoemaker, at (206) 231-2989, or dan.shoemaker@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2021-AWP-7420-OE.

Signature Control No: 480731408-488025387

(DNH)

Steve Phillips

Manager, Obstruction Evaluation Group

Attachment(s)

Additional Information

Map(s)

Attachment: Attachment #1 ALUC May 2nd Staff Report Packet Hunny Pot Farms (8386 : Hunny Pot Farms (ALUC #22-01))

Attachment #1
Attachment #9

RWY - runway
nm - nautical mile

Part 77 - Title 14 Code of Federal Regulations (CFR) Part 77, Objects Affecting Navigable Airspace

1. LOCATION OF PROPOSED CONSTRUCTION

This proposal is for a 30-foot AGL (80-foot AMSL) building, which, at its closest point (2021-AWP-7418-OE), will be located approximately 576 feet (0.69 nm) west-southwest of the RWY 13 threshold at Colusa County Airport (O08), NV. The O08 airport elevation is 49 feet AMSL.

The Aeronautical Study Numbers and coordinates for the six studied points of the building are:

2021-AWP-7420-OE	39-10-58.72N	121-59-54.40W	30 ft. AGL/80 ft. AMSL NE corner
2021-AWP-7421-OE	39-10-57.75N	121-59-56.61W	30 ft. AGL/80 ft. AMSL NW corner
2021-AWP-7422-OE	39-10-58.28N	115-59-54.09W	30 ft. AGL/80 ft. AMSL E ridge
2021-AWP-7423-OE	39-10-57.32N	121-59-56.30W	30 ft. AGL/80 ft. AMSL W ridge
2021-AWP-7424-OE	39-10-57.85N	121-59-53.78W	30 ft. AGL/80 ft. AMSL SE corner
2021-AWP-7425-OE	39-10-56.89N	121-59-55.99W	30 ft. AGL/80 ft. AMSL SW corner

2. OBSTRUCTION STANDARDS EXCEEDED

The structure is identified as an obstruction under the following Part 77 standards:

Section 77.17(a)(3): A structure that causes less than the required obstacle clearance within a terminal obstacle clearance area, including an initial approach segment, a departure area, and a circling approach area resulting in increases to an IFR terminal minimum altitude. The proposed structure would have the following effect on O08 instrument procedures:

RWY 31: Three points of the building penetrate the 40:1 departure slope in the initial climb area (ICA), requiring a TAKE-OFF MINIMUMS AND (OBSTACLE) DEPARTURE PROCEDURES, NOTE: RWY 31, building 352 feet from departure end of runway, 560 feet left of centerline, 30 feet AGL, 80 feet AMSL.

The following points of the building penetrate the RWY 31 40:1 instrument departure surface in the ICA by the indicated amounts:

2021-AWP-7420-OE	Penetrates by 20 feet.
2021-AWP-7422-OE	Penetrates by 22 feet.
2021-AWP-7424-OE	Penetrates by 23 feet.

3. EFFECT ON AERONAUTICAL OPERATIONS

a. The impact on arrival, departure, and en route procedures for aircraft operating under VFR: None.

b. The impact on arrival, departure, and en route procedures for aircraft operating under IFR: The proposed structure would penetrate the O08 RWY 31 40:1 departure surface in the ICA by 20 to 23 feet. This is a low close-in obstacle and requires a note in the O08 RWY 31 TAKE-OFF MINIMUMS AND (OBSTACLE) DEPARTURE PROCEDURES to alert pilots to the building's presence.

c. The impact on all planned public-use airports and aeronautical facilities: None.

d. The cumulative impact resulting from the proposed construction or alteration of a structure when combined with the impact of other existing or proposed structures: None.

4. CIRCULATION AND COMMENTS RECEIVED

The proposal was not circularized for public comment. While the building would penetrate the O08 RWY 31 40:1 instrument departure surface by 20 to 23 feet, the building will qualify as a low close-in penetration, with a climb gradient termination altitude 200 feet or less above the departure end of the runway. Per Obstruction Evaluation Group policy, structures that exceed the ICA 40:1 slope by 35 feet or less, and which do not affect the minimum instrument departure climb gradient, do not require circularization if they have no other effects on aeronautical operations. This proposed building meets those criteria, and therefore was not circularized. However, the fact that the study was not circularized for public comment does not abrogate the public's right to petition this determination.

5. DETERMINATION - NO HAZARD TO AIR NAVIGATION

It is determined that the proposed construction would not have a substantial adverse effect on the safe and efficient use of navigable airspace by aircraft.

6. BASIS FOR DECISION

While the proposed building would penetrate the O08 RWY 31 40:1 instrument departure surface by up to 23 feet, it would not increase the instrument departure climb gradient or weather minimums, nor would it have any other adverse effects on visual or instrument approach or departure procedures. The required note in the TAKE-OFF MINIMUMS AND (OBSTACLE) DEPARTURE PROCEDURES will alert pilots to the presence of the building off the departure end of the runway.

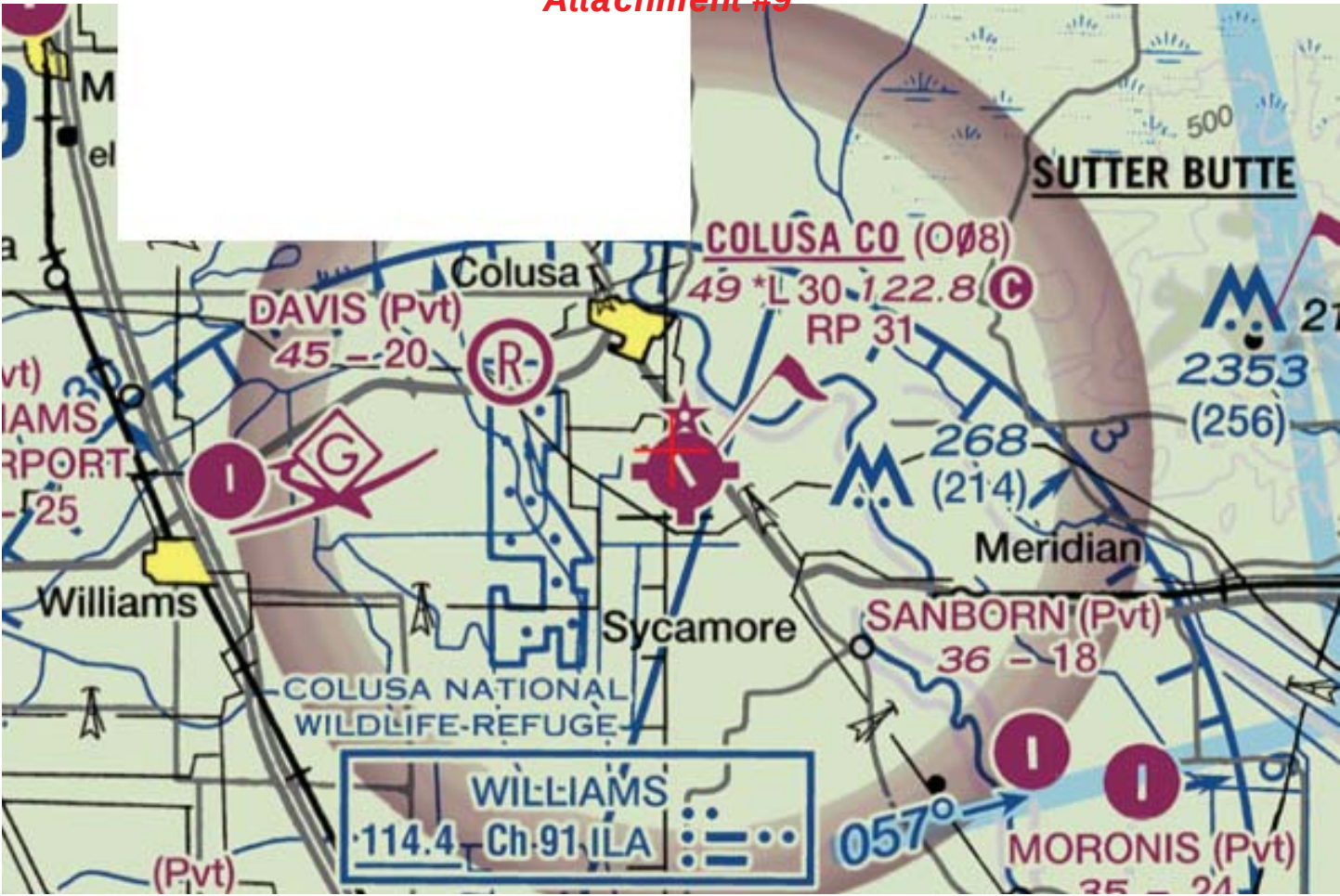
This building will be located in extremely close proximity to the O08 RWY 13 threshold and the 13/31 extended centerline. Occupants and people outside the building will be exposed to frequent loud aircraft noise and the sight of aircraft flying at very low altitudes in very close proximity to the building.

Attachment #1
Attachment #9



Attachment: Attachment #1 ALUC May 2nd Staff Report Packet Hunny Pot Farms (8386 : Hunny Pot Farms (ALUC #22-01))

Attachment #1
Attachment #9



Attachment: Attachment #1 ALUC May 2nd Staff Report Packet Hunny Pot Farms (8386 : Hunny Pot Farms (ALUC #22-01))



Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

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Aeronautical Study No.
2021-AWP-7414-OE

2.1.d

Issued Date: 07/14/2021

Jacob Kley
Colusa Industrial Properties
50 Sunrise Blvd.
Colusa, CA 95932

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Building Tan Oak B1 C13
Location:	Colusa, CA
Latitude:	39-10-56.88N NAD 83
Longitude:	121-59-53.08W
Heights:	50 feet site elevation (SE) 30 feet above ground level (AGL) 80 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure would have no substantial adverse effect on the safe and efficient utilization of the navigable airspace by aircraft or on the operation of air navigation facilities. Therefore, pursuant to the authority delegated to me, it is hereby determined that the structure would not be a hazard to air navigation provided the following condition(s) is(are) met:

As a condition to this Determination, the structure is to be marked/lighted in accordance with FAA Advisory circular 70/7460-1 M, Obstruction Marking and Lighting, red lights-Chapters 4,5(Red),&15.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

☐ At least 10 days prior to start of construction (7460-2, Part 1)
☒ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

See attachment for additional condition(s) or information.

The structure considered under this study lies in proximity to an airport and occupants may be subjected to noise from aircraft operating to and from the airport.

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- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is subject to review if an interested party files a petition that is received by the FAA on or before August 13, 2021. In the event a petition for review is filed, it must contain a full statement of the basis upon which it is made and be submitted to the Manager of the Rules and Regulations Group. Petitions can be submitted via mail to Federal Aviation Administration, 800 Independence Ave, SW, Washington, DC 20591, via email at OEPetitions@faa.gov, or via facsimile (202) 267-9328.

This determination becomes final on August 23, 2021 unless a petition is timely filed. In which case, this determination will not become final pending disposition of the petition. Interested parties will be notified of the grant of any review. For any questions regarding your petition, please contact Rules and Regulations Group via telephone – 202-267-8783.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

This aeronautical study considered and analyzed the impact on existing and proposed arrival, departure, and en route procedures for aircraft operating under both visual flight rules and instrument flight rules; the impact on all existing and planned public-use airports, military airports and aeronautical facilities; and the cumulative

impact resulting from the studied structure when combined with the impact of other existing or proposed structures. The study disclosed that the described structure would have no substantial adverse effect on air navigation.

2.1.d

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An account of the study findings, aeronautical objections received by the FAA during the study (if any), and the basis for the FAA's decision in this matter can be found on the following page(s).

If we can be of further assistance, please contact Daniel Shoemaker, at (206) 231-2989, or dan.shoemaker@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2021-AWP-7414-OE.

Signature Control No: 480731402-488001693

(DNH)

Steve Phillips

Manager, Obstruction Evaluation Group

Attachment(s)

Additional Information

Map(s)

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ASN 2021-AWP-7414-OE through 2021-AWP-7419-OE

Abbreviations

AGL - above ground level

AMSL - mean sea level

RWY - runway

VFR - visual flight rules

IFR - instrument flight rules

nm - nautical mile

Part 77 - Title 14 Code of Federal Regulations (CFR) Part 77, Objects Affecting Navigable Airspace

1. LOCATION OF PROPOSED CONSTRUCTION

This proposal is for a 30-foot AGL (80-foot AMSL) building, which, at its closest point (2021-AWP-7418-OE), will be located approximately 576 feet (0.69 nm) west-southwest of the RWY 13 threshold at Colusa County Airport (O08), NV. The O08 airport elevation is 49 feet AMSL.

The Aeronautical Study Numbers and coordinates for the six studied points of the building are:

2021-AWP-7414-OE	39-10-56.88N	121-59-53.08W	30 ft. AGL/80 ft. AMSL NE corner
2021-AWP-7415-OE	39-10-55.91N	121-59-55.29W	30 ft. AGL/80 ft. AMSL NW corner
2021-AWP-7416-OE	39-10-56.45N	115-59-55.77W	30 ft. AGL/80 ft. AMSL E ridge
2021-AWP-7417-OE	39-10-55.48N	121-59-54.98W	30 ft. AGL/80 ft. AMSL W ridge
2021-AWP-7418-OE	39-10-56.01N	121-59-52.46W	30 ft. AGL/80 ft. AMSL SE corner
2021-AWP-7419-OE	39-10-55.05N	121-59-54.67W	30 ft. AGL/80 ft. AMSL SW corner

2. OBSTRUCTION STANDARDS EXCEEDED

The structure is identified as an obstruction under the following Part 77 standards:

Section 77.17(a)(3): A structure that causes less than the required obstacle clearance within a terminal obstacle clearance area, including an initial approach segment, a departure area, and a circling approach area resulting in increases to an IFR terminal minimum altitude. The proposed structure would have the following effect on O08 instrument procedures:

RWY 31: The southeast corner of the building (2021-AWP-7418-OE) penetrates the 40:1 departure slope in the initial climb area (ICA) by 26 feet, requiring a TAKE-OFF MINIMUMS AND (OBSTACLE) DEPARTURE PROCEDURES, NOTE: RWY 31, building 239 feet from departure end of runway, 559 feet left of centerline, 30 feet AGL, 80 feet AMSL.

3. EFFECT ON AERONAUTICAL OPERATIONS

a. The impact on arrival, departure, and en route procedures for aircraft operating under VFR: None.

b. The impact on arrival, departure, and en route procedures for aircraft operating under IFR: The proposed structure would penetrate the O08 RWY 31 40:1 departure surface in the ICA by 26 feet. This is a low close-in obstacle and requires a note in the O08 RWY 31 TAKE-OFF MINIMUMS AND (OBSTACLE) DEPARTURE PROCEDURES to alert pilots to the building's presence.

c. The impact on all planned public-use airports and aeronautical facilities: None.

d. The cumulative impact resulting from the proposed construction or alteration of a structure when combined with the impact of other existing or proposed structures: None.

4. CIRCULATION AND COMMENTS RECEIVED

The proposal was not circularized for public comment. While the building would penetrate the O08 RWY 31 40:1 instrument departure surface by 26 feet, the building will qualify as a low close-in penetration, with a climb gradient termination altitude 200 feet or less above the departure end of the runway. Per Obstruction Evaluation Group policy, structures that exceed the ICA 40:1 slope by 35 feet or less, and which do not affect the minimum instrument departure climb gradient, do not require circularization if they have no other effects on aeronautical operations. This proposed building meets those criteria, and therefore was not circularized. However, the fact that the study was not circularized for public comment does not abrogate the public's right to petition this determination.

5. DETERMINATION - NO HAZARD TO AIR NAVIGATION

It is determined that the proposed construction would not have a substantial adverse effect on the safe and efficient use of navigable airspace by aircraft.

6. BASIS FOR DECISION

While the proposed building would penetrate the O08 RWY 31 40:1 instrument departure surface by 26 feet, it would not increase the instrument departure climb gradient or weather minimums, nor would it have any other adverse effects on visual or instrument approach or departure procedures. The required note in the TAKE-OFF MINIMUMS AND (OBSTACLE) DEPARTURE PROCEDURES will alert pilots to the presence of the building off the departure end of the runway.

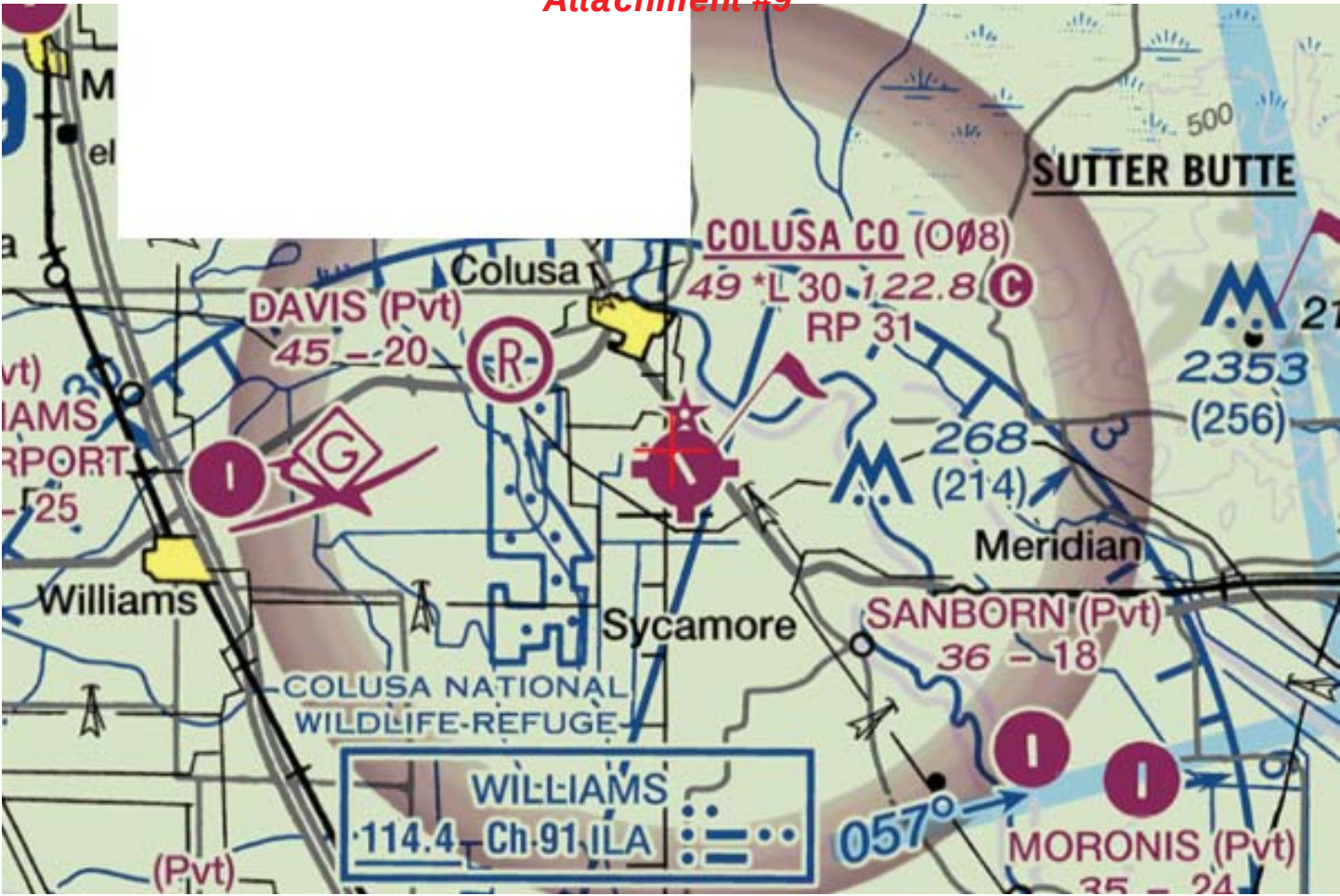
This building will be located in extremely close proximity to the O08 RWY 13 threshold and the 13/31 extended centerline. Occupants and people outside the building will be exposed to frequent loud aircraft noise and the sight of aircraft flying at very low altitudes in very close proximity to the building.

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

City of Colusa
425 Webster Street
Colusa, CA 95932

Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Recording Fee Exempt per Government Code §6103

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2022 (the "Execution Date"), by and between the **CITY OF COLUSA, a California municipal corporation** ("City") and **Hunny Pot Farms, Inc.** ("Owner"). City and Owner are sometimes referenced together herein as the "Parties." In instances when a provision hereof applies to each of the Parties individually, either may be referenced as a "Party." The Parties hereby jointly render the following statement as to the background facts and circumstances underlying this Agreement.

RECITALS

- A. The State of California enacted California Government Code Sections 65864 *et seq.* ("Development Agreement Statutes") to authorize municipalities to enter into development agreements with those having an interest in real property to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development in connection with the development of real property within their jurisdiction.
- B. The purpose of the Development Agreement Statutes is to authorize municipalities, in their discretion, to establish certain development rights in real property for a period of years regardless of intervening changes in land use regulations, to vest certain rights in the developer, and to meet certain public purposes of the local government.
- C. Owner intends to develop, in phases, multiple 10,800 square foot buildings on 5.94 acres of a currently vacant industrial lot (APN: 017-130-028-000) for the purposes of cannabis cultivation. Operator may expand operations in future phases to include other cannabis uses. The site is more fully described in Exhibit A and shown on the map in Exhibit B.
- D. Owner intends to operate a Cannabis Manufacturing Facility as defined in the City of Colusa City Code. Such Cannabis Manufacturing Facilities shall operate in accordance with the California State cannabis laws, creating a unified regulatory structure for adult use and medical cannabis. Prior to operating a cannabis facility,

Tenants shall be required to obtain a special use permit and regulatory permit from City. Owner and Tenants (if any) shall collectively be referred to in this Agreement as Developers.

- E. Ultimately, Developer intends to obtain all necessary state licenses issued pursuant to MAUCRSA to operate the Cannabis Manufacturing Facility at the Site once such licenses are being issued.
- F. Developers presently intend to develop and open a Cannabis Manufacturing Facility on the Site (featuring 15 to 20 employees) consistent with the California Marijuana Laws and Project Approvals (known as the “Project” as further described below).
- G. On July 18, 2017, City adopted Ordinance 519 permitting Cannabis Manufacturing Facilities in strict compliance with the applicable California laws regulating cannabis cultivation, manufacturing, processing, and distribution under certain conditions and provisions. Currently, City is updating the City Code to comply with new State cannabis regulations that are in effect as of the date of this Agreement.
- H. City and Owner have agreed that, as a condition of allowing the Project, as defined herein, and due to the unique circumstances of the proposed Project, Owner shall pay to the City quarterly fees based on the gross revenue of the Cannabis Manufacturing operations as hereinafter defined, which fees shall abate if and when the City adopts a tax on Cannabis Manufacturing Facilities.
- I. The City of Colusa, as “Lead Agency,” has determined that —based upon CEQA Guidelines Section 15061 (b) (3)— the Project is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.
- J. City has given public notice of its intention to adopt this Agreement and has conducted public hearings thereon pursuant to California Government Code §65867. City has found that the provisions of this Agreement and its purposes are consistent with the objectives, policies, general land uses and programs specified in the City’s General Plan, zoning code and municipal ordinances.
- K. City, in entering into this Agreement, acknowledges that certain City obligations hereby assumed shall survive beyond the terms of the present Council members, that this Agreement will serve to bind City and future Councils to the obligations hereby undertaken, and that this Agreement shall limit the future exercise of certain governmental and proprietary powers of City. By approving this Agreement, the Council has elected to exercise certain governmental powers at the time of entering into this Agreement rather than defer its actions to some undetermined future date.

The terms and conditions of this Agreement have undergone extensive review by City and the Council and have been found to be fair, just and reasonable. City has concluded that the pursuit of the Project will serve the best interests of its citizens and that the public health, safety and welfare are best served by entering into this obligation. Owner has represented to City that it would not consider or engage in the Project absent City approving this Agreement; *i.e.*, assuring Owner that it will enjoy the development rights.

- L. The City agrees that Owner's land use entitlements for the Project shall vest for the term of this Agreement as described below.
- M. After conducting a duly noticed hearing on _____, 2022, the Planning Commission of the City reviewed, considered and voted _____, passed a resolution recommending City Council approval of an Ordinance approving this Agreement.
- N. After conducting a duly noticed hearing on _____ and after independent review and consideration, the City Council approved the execution of this Agreement. The City Council found the Project: consistent with the objectives, policies, general land uses and programs specified in the general plan; compatible with the uses authorized in the zoning code; is in conformity with good land use practices; will not be detrimental to the health, safety and general welfare of the City; and is in the best interest of the City of Colusa and its residents.
- O. Production Fee. "Production Fee" shall mean any cannabis cultivation, processing, testing, distribution, and transportation of cannabis and cannabis products.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Binding Effect of Agreement. The Parties agree that the Recitals above are true and correct and intend to be bound by same; the Parties further agree to the incorporation by reference herein of said Recitals, together with all definitions provided and exhibits referenced therein. Except as otherwise provided in Section 15 of this Agreement, the burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, all successors-in-interest of the Parties and constitute covenants which run with the Site. In order to provide continued notice thereof, the Parties will record this Agreement with the Colusa County Recorder. The word "Owner" as previously defined and used herein shall include successor owners, apart from government or quasi-public agencies, of any portion of the Site. Should the size or orientation of any Site component specified above be changed in minor respects, *e.g.*, changed by a lot line adjustment, this Agreement shall not thereby be deemed to have been affected or invalidated, but the rights and obligations of the Parties and their successors shall remain as provided herein.

2. Relationship of the Parties. It is hereby specifically understood and acknowledged that the Project is a private project and that neither City nor Developers will be deemed to be the agent of the other for any purpose whatsoever. City and Developers hereby renounce the existence of any form of joint venture or partnership between or among them and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making City and Developers joint venturers or partners.

3. Term. Except as otherwise specified herein, the term of this Agreement (the "Term") is 10 years from the date the Owner begins commercial operation at the Project Site ("Operation Date"). The Operation Date shall be no later than 12 months following the Execution Date. The Term shall generally be subject to earlier termination or extension as hereinafter provided.

3.1 Term Extension – Third Party Issues. Notwithstanding the Parties' expectation that there will be no limit or moratorium upon the Project's development or the issuance of building or other development related permits (a "Development Limitation") during the Term, the Parties understand and agree that various third parties may take action causing a *de facto* Development Limitation. Consequently, the Term shall be extended for any delay arising from or related to any of the potential Development Limitations that follow in the subsections below for a time equal to the duration of that delay occurring during the Term. No Development Limitation may arise or result from an action or omission by Developers.

3.1.1 Litigation. Any third party-initiated litigation that arises from or is related to any City action or omission with respect to this Agreement or any subsequent City approval required in connection with the Project's development, or third party initiated litigation having the actual effect of delaying the Project's development. This extension period related hereto shall include any time during which appeals may be filed or are pending.

3.1.2 Government Agencies. Any delay arising from or related to the act(s) or omission(s) any third-party governmental agency, quasi-public entity or public utility, and beyond the reasonable control of Developers.

3.1.3 Force Majeure. Any delay resulting from riot, war, acts of terrorism, an event during the Term creating radioactive or toxic/hazardous contamination, a catastrophic earthquake, flood, fire or other physical natural disaster, excluding weather conditions regardless of severity, strikes or industrial disputes at national level effecting development involved personnel not employed by Developers, their subcontractors or suppliers and effecting an essential portion of the Project's development, excluding any industrial dispute that is specific to development taking place as a part of the Project.

3.2 Term Extensions. The Term of this Agreement will be extended for seven additional years upon a determination of the City Council, by way of resolution of the City Council acted on at a regularly scheduled meeting, that both of the conditions listed in subparts 3.2.1 and 3.2.2 below have been fully satisfied are the Owner is in full compliance:

3.2.1. No Default by Owner. Owner shall not be in default with respect to any provision of this Agreement or any subsequent agreement or understanding between the Parties arising from or related to this Agreement, having received notice from City of said default per this Agreement, or if Owner did in fact default as to this Agreement, upon notice from City, that Owner did cure said default during the period to cure provided herein to City's satisfaction.

3.2.2. Finding of Community Compatibility. The City Council shall review the operations of Owner prior to granting an extension of the term of this Agreement and make a finding that the Cannabis Manufacturing, notwithstanding that the Cannabis Manufacturing may not be in precise technical compliance with the issued regulatory permit and special use permit, continue to be compatible with surrounding land uses and are not detrimental to the public health, safety and general welfare.

3.2.3. Mutual Agreement of Parties. In addition to the process listed above for a seven-year term extension, this Agreement's Term may be extended by mutual agreement of the Parties and formal amendment of this Agreement.

3.3. Termination of Agreement. Upon the termination of this Agreement, either by expiration or otherwise, Developers shall have no right to engage in Cannabis Manufacturing at the Project Site, except as may otherwise be allowed by City ordinance, law or separate development agreement.

4. Defined Terms. As used in this Agreement, the following terms shall have the meanings hereinafter set forth:

4.1. Certified Report. "Certified Report" shall mean a detailed document prepared by Developers on a form acceptable to the City's Director of Finance to report to the City of the Cannabis Manufacturing distribution and sales, as defined herein, in the Project during each Operational Quarter, as defined herein. Each Certified Report shall be certified as true and correct by a duly authorized officer of Owner.

4.2. Production Fee. "Production Fee" shall mean a quarterly fee remitted to the City by Owner based on the gross wholesale receipts of its operations, as defined below, in the amount of 3% of gross sales from operations to begin after 8 months of commencement of operation.

4.3. Certification of Non-Income Tax Exemption. Owner certifies that Owner is not income tax exempt under State or Federal Law and that Owner will not file for such an exemption from the Internal Revenue Service or the Franchise Tax Board. Owner will also require all Tenant(s) to certify that Tenant(s) are not income tax exempt under State or Federal Law and will not file for such an exemption.

4.4. Land Use Regulations. "Land Use Regulations" shall mean all ordinances, resolutions, codes, rules, regulations and official policies of the City governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, timing and phasing of development, the maximum height and size of buildings, the provisions for reservation

or dedication of land for public purposes, and the design, improvement and construction and initial occupancy standards and specifications applicable to the Project. "Land Use Regulations" do not include any City ordinance, resolution, code, rule, regulation or official policy governing:

4.4.1. The conduct or taxation of businesses, professions, and occupations applicable to all businesses, professions, and occupations in the City;

4.4.2. Other than as provided in this Agreement, taxes and assessments of general application upon all residents of the City, provided that the taxes and assessments are not imposed for the purpose of taxing the right, power or privilege of developing or improving land (e.g., excise tax) or to directly finance the acquisition or dedication of open space or any other public improvement in respect of which the Developer is paying any fee or providing any improvement pursuant to this Agreement;

4.4.3. The control and abatement of nuisances.

4.4.4. The granting of encroachment permits and the conveyance of rights and interests which provides for the use of, access to or the entry upon public property, as may be approved by mutual agreement between Developer and City; and

4.4.5. The exercise of the power of eminent domain.

4.5. "Existing Land Use Regulations" means all Land Use Regulations in effect as of the approval date of this Agreement, including the Project Approvals.

4.6. Operational Quarter. "Operational Quarter" shall mean any calendar quarter during which any gross revenue of the Project is produced.

5. Fee Payments by Owner. In consideration of City's entering into this Agreement and authorizing the development and operation of the Project, the requirements for City services created by the Project, the City insuring Developers compliance with this Agreement, California medical marijuana laws and the City's municipal ordinances, throughout the Term of this Agreement, Owner shall make the following payments to City:

5.1. Production Fee Payments by Owner. Quarterly payments of the Production Fee by Owner to the City as specified in Section 6 herein. The obligations of Owner under this Section shall survive the expiration or any earlier termination, as applicable, of this Agreement, but the Production Fee under this Agreement shall cease if any City-wide tax is imposed specifically on Cannabis Manufacturing operations.

6. Payment Procedures. The following payment procedures shall apply during the operation of the Project:

6.1. Remittance of Fees; Certified Reports. Within thirty (30) calendar days following the end of each quarterly period during the Term of this Agreement, Owner shall submit the Certified Report to the City's Finance Director and a payment for the Production and Manufacturing, Cultivation and Distribution Fees for that Operational Period as identified in the Certified Report. Owner shall pay Fees to the City on a quarterly basis without exception. Any material misstatement or misrepresentation in the Certified

Report and any failure to pay Fees when due shall constitute events of default by Developers subject to the default provisions of this Agreement.

6.2. Maintenance of Records. Developers shall maintain complete records of their operations to substantiate and document the content of each Certified Report. Such records shall include, without limitation, invoices and payments taken by Tenants and/or any operator of the facility. Developers shall maintain such records in a form and location reasonably accessible to the City, following reasonable notice to Developers and/or any operator, for a period of at least five (5) calendar years following Owner's submission of the Certified Report to which the records apply.

6.3. Audit. Within ninety (90) calendar days following the end of each Operational Quarter, the City may conduct an audit or arrange for a third-party independent audit, at Developers' expense, of Developers records regarding Certified Reports and the Fees. The City's Finance Director shall provide at least seven (7) business days written notice of the commencement of such audit to Developers, and shall reasonably attempt to schedule the audit so as to reduce the impact on Tenants' operations as much as is feasible. Developers shall cooperate with the City in completing the audit. If the audit reveals that Owner has underpaid the Fees, Owner shall pay such underpaid amounts to the City within thirty (30) calendar days of receipt of written notice from the City's Director of Finance in addition to all costs of the audit, including city staff time and outside consultants. If the audit reveals that the Owner has overpaid any amount of the Production or Nursery Fees, City shall provide written notification to Owner and shall credit such amount against Owner's subsequent quarterly payment of Fees.

7. Covenants of Owner. During the Term of this Agreement, Owner hereby covenants and agrees with the City as follows:

7.1. Implementation. Owner shall use commercial reasonable efforts to pursue the implementation of the Project as expeditiously as feasible, in the form approved by the City, subject to all applicable laws, this Agreement, the Project Approvals and the Municipal Code.

7.1.1. Developer shall comply with all applicable state regulations governing its manufacturing operations. If permanent regulations are not in place at the time operations commence, Developer shall comply with whatever temporary, interim, or urgency regulations that are in effect pending the State's consideration and adoption of permanent regulations.

7.2. Enhanced Design Requirement. Owner shall submit a design plan for the building and site, for review and approval by the Planning Director, which shall incorporate at a minimum, security fencing and landscaping improvements consistent with the policies in the City's General Plan.

7.3. Maintain & Operate Project. Owner and Tenants shall maintain and operate the Project on the Site, once constructed, throughout the Term of this Agreement, in accordance with the Project Approvals and all City, and State laws.

7.4. Hold Harmless. Owner shall defend (with counsel reasonably acceptable to City), indemnify and hold City and its councilpersons, officers, attorneys, agents, contractors, and employees (collectively, the “Indemnified Parties”) harmless from and against all losses, costs and expenses (including, without limitation, reasonable attorneys’ fees and costs), damages (including, without limitation, consequential damages), claims and liabilities arising from the Project, this Agreement, the approval of the Project, and the activities of Developers, their members, officers, employees, agents, contractors, invitees and any third parties on the Site, from and against any challenges to the validity of this Agreement or other Project Approvals. The obligations of Owner under this Section shall survive the expiration or any earlier termination, as applicable, of this Agreement.

8. Covenants of City. During the Term of this Agreement, City hereby covenants and agrees with Owner as follows:

8.1. Expeditious Services. City shall process applications and address questions and concerns raised by Developers representatives at the “counter” at City Hall as expeditiously as reasonably possible. Upon Owner’s request, or if, in an exercise of City’s own discretion, City staff determines that it cannot comply with this section, City shall expeditiously engage the services of private contract planners, plan checkers or inspectors (“Private Contractors”) to perform such services as may be necessary to assist in processing the project plans as described herein. Compensation of such Private Contractors shall be at Owner’s sole cost and expense, inclusive of any administrative cost to City of integrating services by Private Contractors into the project’s development processing. Owner shall pay such costs and expenses of Private Contractors via reimbursement to City, per City’s applicable policies and procedures. City shall have absolute discretion in the selection of such Private Contractors.

8.2 Vested Rights. During the Term of this Agreement, Owner shall have the vested right and entitlement to develop and operate the Project in accordance with the Existing Land Use Ordinances, in addition to any Cannabis Manufacturing Operating Standards adopted by the City Council, which may be amended at the City’s discretion. Parties acknowledge that neither the City nor the Owner can at this time predict when or the rate at which or the order in which parts of the Project will be developed. Owner shall have the vested right to develop the Project in such order and at such rate and at such times as Owner deems appropriate in the exercise of its business judgment, provided that Owner is in compliance with the Project Approvals.

8.3 Building Permits and Other Approvals and Permits. Subject to (a) Owner’s compliance with this Agreement, the Project Approvals the Existing Land Use Ordinances, the Building Ordinances, and Operating Standards; and (b) payment of the usual and customary fees and charges of general application charged for the processing of such applications, permits and certificates and for any utility connection, or similar fees and charges of general application, the City shall process and issue to Developers promptly upon application therefore all necessary use permits, building permits, occupancy certificates, regulatory permits, licenses and other required permits for the construction, use and occupancy of the Project, or any portion thereof, as applied for,

including connection to all utility systems under the City's jurisdiction and control (to the extent that such connections are physically feasible and that such utility systems are capable of adequately servicing the Project).

8.4 Procedures and Standards. The standards for granting or withholding permits or approvals required hereunder in connection with the development of the Project shall be governed as provided herein by the standards, terms and conditions of this Agreement and the Project Approvals, and to the extent not inconsistent therewith, the Existing Land Use Ordinances, but the procedures for processing applications for such permits or approvals (including the usual and customary fees of general application charged for such processing) shall be governed by such ordinances and regulations as may then be applicable.

9. Effect of Agreement.

9.1 Grant of Right. This Agreement shall constitute a part of the Enacting Ordinance, as if incorporated by reference therein in full. The Parties acknowledge that this Agreement grants Owner the right and entitlement to develop the Project and use the land pursuant to specified and known criteria and rules as set forth in the Project Approvals and Existing Land Use Ordinances, and to grant the City and the residents of the City certain benefits which they otherwise would not receive.

9.2 Binding on City/Vested Right of Owner. This Agreement shall be binding upon the City and its successors in accordance with and subject to its terms and conditions notwithstanding any subsequent action of the City, whether taken by ordinance or resolution of the City Council, by referendum, initiative, or otherwise. The Parties acknowledge and agree that by entering into this Agreement and relying thereupon, the Owner has obtained, subject to the terms and conditions of this Agreement, a vested right to proceed with its development of the Project as set forth in the Project Approvals and the Existing Land Use Ordinances, and the timing provisions of Section 3, and the City has entered into this in order to secure the public benefits conferred upon it hereunder which are essential to alleviate current and potential problems in the City and to protect the public health, safety and welfare of the City and its residents, and this Agreement is an essential element in the achievement of those goals.

9.3 Future Conflicting Local Laws. If any City law, including ordinances, resolutions, rules, regulations, standards, policies, conditions and specifications (collectively "City Laws") are enacted or imposed by a citizen-sponsored initiative or referendum, or by the City Council directly or indirectly in connection with any proposed initiative or referendum, which City Law would conflict with this Agreement, such City Law shall not apply to the Project Site or Project. The Parties, however, acknowledge that the City's approval of this Agreement and the City Approvals are legislative actions subject to referendum.

9.3.1 Without limiting the generality of the foregoing, no moratorium or other limitation whether relating to the rate, timing, phasing or sequencing of development affecting subdivision maps, building permits, or other Subsequent Approvals shall apply to the Project. Owner agrees and understands that the City does not have authority or jurisdiction over another public agency's authority to grant a

moratorium or to impose any other limitation that may affect the Project.

10. Specific Criteria Applicable to Development of the Project.

10.1 Applicable Ordinances. Except as set forth in the Project Approvals and subject to the provisions of Section 10.2 below, the Existing Land Use Ordinances shall govern the development of the Site hereunder and the granting or withholding of all permits or approvals required to develop the Site; provided, however, that (a) Owner shall be subject to all changes in processing, inspection and plan-check fees and charges imposed by City in connection with the processing of applications for development and construction upon the Site so long as such fees and charges are of general application and are not imposed solely with respect to the Project Site, (b) Owner shall abide by the Building Ordinances in effect at the time of such applications, (c) Development Impact Fees to be paid by Owner shall be those in effect at the time permits are issued subject to those fees, and (d) development shall be consistent with current Operating Standards.

10.2 Amendment to Applicable Ordinances. Any change to the Existing Land Use Ordinances that conflicts with the Project Approvals shall nonetheless apply to the Project if, and only if (i) it is consented to in writing by Owner in Owner's sole and absolute discretion; (ii) it is determined by City and evidenced through findings adopted by the City Council that the change or provision is reasonably required in order to prevent a condition dangerous to the public health or safety; (iii) it is required by changes in State or Federal law; (iv) it consists of changes in, or new fees permitted by, Section 4.1; or (v) it is otherwise expressly permitted by this Agreement. The Parties anticipate that the City shall subsequently adopt Operating Standards that govern this type of use, which Regulations, and any amendments thereto, shall apply to the Project.

10.3 Applicability of Zoning Amendments. In the event that the City zoning ordinance is amended by the City in a manner which provides more favorable site development standards for the Project Site or any part thereof than those in effect as of the Effective Date, Owner shall have the right to notify the City in writing of its desire to be subject to all or any such new standards for the remaining term of this Agreement. If City agrees, by resolution of the City Council, such new standards shall become applicable to the Project. Should City thereafter amend such new standards, upon the effective date of such amendment, the original new standards shall continue to apply to the Project as provided above, but Owner may notify City in writing of its desire to be subject to all or any such amended new standards and City shall agree in the manner above provided to apply such amended new standards to the Project.

11. Permitted Delays; Supersedure by Subsequent Laws.

11.1 Permitted Delays. In addition to any other provisions of this Agreement with respect to delay, Owner and City shall be excused from performance of their obligations hereunder during any period of delay caused by acts of mother nature, civil commotion, riots, strikes, picketing, or other labor disputes, shortage of materials or supplies, or damage to or prevention of work in process by reason of fire, floods, earthquake, or other casualties, litigation, acts or neglect of the other party, any referendum elections held on the Enacting Ordinance, or the Land Use Ordinances, or

any other ordinance effecting the Project or the approvals, permits or other entitlements related thereto, or restrictions imposed or mandated by governmental or quasi-governmental entities, enactment of conflicting provisions of the Constitution or laws of the United States of America or the State of California or any codes, statutes, regulations or executive mandates promulgated thereunder (collectively, "Laws"), orders of courts of competent jurisdiction, or any other cause similar or dissimilar to the foregoing beyond the reasonable control of City or Owner, as applicable. Each Party shall promptly notify the other Party of any delay hereunder as soon as possible after the same has been ascertained. The time of performance of such obligations shall be extended by the period of any delay hereunder.

11.2 Supersedure of Subsequent Laws or Judicial Action.

11.2.1 The provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with any new Law or decision issued by a court of competent jurisdiction (a "Decision"), enacted or made after the Effective Date which prevents or precludes compliance with one or more provisions of this Agreement. Promptly after enactment of any such new Law, or issuance of such Decision, the Parties shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. In addition, Owner and City shall have the right to challenge the new Law or the Decision preventing compliance with the terms of this Agreement. In the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect, except that the Term shall be extended, in accordance with Section 2.1 above, for a period of time equal to the length of time the challenge was pursued, to extent such challenge delayed the implementation of the project.

12. Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between the City and the Developers. It is anticipated due to the term of this Agreement that refinements to the approvals may be appropriate with respect to the details of performance of the City and the Developers. To the extent allowable by law, the Developers shall retain a certain degree of flexibility as provided herein with respect to all matters, items and provisions covered in general under this Agreement. When and if the Developers finds it necessary or appropriate to make changes, adjustments or clarifications, the Parties shall enter into memoranda ("Operating Memoranda") approved by the Parties in writing, which reference this Section of the Agreement. Operating Memoranda are not intended to constitute an amendment to this Agreement but mere ministerial clarifications; therefore, public notices and hearings shall not be required. The City Attorney shall be authorized upon consultation with the Developers, to determine whether a requested clarification may be effectuated pursuant to this Section or whether the requested clarification is of such character to constitute an amendment to the Agreement which requires compliance with the provisions of this Agreement pertaining to amendments. The authority to enter into such Operating Memoranda is hereby delegated to the City Manager, and the City Manager is hereby

authorized to execute any operating Memoranda hereunder without further City Council action.

13. CEQA. All procedures of the California Environmental Quality Act ("CEQA"), California Public Resources Code §21000 *et seq.*, and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 *et seq.* have been satisfied.

14. Building Permits. Nothing set forth herein shall impair or interfere with the right of City to require the processing of building permits as required by law relating to any specific improvements proposed for the Project pursuant to the applicable provisions of the City's municipal code, inclusive of such California and International Codes as have been adopted in accord therewith, that are in effect at the time such permits are applied for; provided, however, no such permit processing shall authorize or permit City to impose any condition on and/or withhold approval of any proposed improvement the result of which would be inconsistent with this Agreement.

15. Assignment and Transfer of Rights. Except as otherwise provided in this Section, the burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, all successors-in-interest of the Parties and constitute covenants that run with the Site. Owner, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns, shall not, at any time during the Term, assign, convey, lease, sell or otherwise transfer all or any portion of its rights under this Agreement ("Assignable Rights") to a third party, a subordinate entity, or a related entity (make an "Assignment") without the prior written consent of City in each instance, which consent which consent will not be unreasonably withheld, provided the entity receiving the Assignment is qualified to conduct business under all City codes and ordinances, and obtains all required state and City permits. Any assignment in violation of this Section will be void. No permitted assignee of this Agreement may further assign this Agreement without City's prior written consent.

16. Review for Compliance.

16.1 Periodic Review. Pursuant to CGC §65865.1, City shall engage in an annual review this Agreement, on or before the anniversary of the date of execution, in order to ascertain Owner's good faith compliance with its terms (the "Periodic Review"). In the event City fails to formally conduct such annual review, Owner shall be deemed to be in full compliance with the Agreement.

17. Amendment or Cancellation. This Agreement may be amended or canceled in whole or in part only by mutual consent of the Parties or in the manner provided in CGC §65865.1 or CGC §65868 and subsection 3.2 above.

17.1 Provide Notice. Provide the other Party with written notice of such State or Federal law or regulation, a copy of such law or regulation and a statement identifying how such law regulation conflicts with the provisions of this Agreement.

17.2 Meet and Confer. Upon notice by one Party to another as to preemption or frustration of this Agreement by law or regulation, the Parties shall promptly meet and confer in good faith and make a reasonable attempt to modify or suspend this Agreement to comply with such applicable Federal or State law or regulation. If the Parties cannot agree on a manner or method to comply with such Federal or State law or regulation, the Parties may, but shall not be required to, engage in alternative dispute resolution.

18. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be either personally delivered (which shall include delivery by means of professional overnight courier service which confirms receipt in writing [such as Federal Express or UPS]), sent by telecopier or facsimile ("Fax") machine capable of confirming transmission and receipt, or sent by certified or registered mail, return receipt requested, postage prepaid to the following parties at the following addresses or numbers:

If to City: City of Colusa
425 Webster Street
Colusa CA 95932
Attention: City Manager

With copy to: Jones & Mayer, City Attorney

If to Owner: 8150 Sierra College Blvd., Suite 190
Roseville California 95661
Attention: Ryan R. Jones, Esq.
Hunny Pot Farms, Inc.
2949 Niagara Ave
Colusa, CA 95932

Notices sent in accordance with this Section shall be deemed delivered upon the: **(a)** date of delivery as indicated on the written confirmation of delivery (if sent by overnight courier service); **(b)** date of actual receipt (if personally delivered by other means); **(c)** date of transmission (if sent by email or telecopier, so long as sender receives actual confirmation that the transmission was received); or **(d)** date of delivery as indicated on the return receipt (if sent by certified or registered mail, return receipt requested). Notice of change of address shall be given by written notice in the manner detailed in this Section.

19. Breach and Remedies. Notwithstanding any provision of this Agreement to the contrary, Developers shall not be deemed to be in default under this Agreement with respect to any obligation owed solely to City, and City may not terminate or modify Developers' rights under this Agreement, unless City shall have first delivered a written notice of any alleged default to Owner that specifies the nature of such default. If such default is not cured by Owner within sixty (60) days after receipt of such notice of default, or with respect to defaults that cannot be cured within such period, Owner fails to commence to cure the default within thirty (30) days after receipt of the notice of default, or thereafter fails to diligently pursue the cure of such default, City may terminate Owner's rights under this Agreement. Default by any Assignee or Owner's successor in interest shall affect only that portion of the Site owned by such Assignee or successor, and shall not cancel or diminish in any way Owner's rights with respect to any portion of the Site not owned by such Assignee or successor. In the event that a breach of this Agreement occurs, irreparable harm is likely to occur to the non-breaching Party and damages will be an inadequate remedy. To the extent permitted by law, therefore, it is expressly recognized that injunctive relief and specific enforcement of this Agreement are proper and desirable remedies, and it is agreed that any claim by Owner against City for an alleged breach of this Agreement shall be remedied by injunctive relief or an appropriate action for specific enforcement of this Agreement and not by a claim or action for monetary damages.

20. Entire Agreement. This Agreement and the Exhibits herein contain the entire integrated agreement among the Parties. The Parties intend that this Agreement state their agreement in full to each and every one of its provisions. Any prior agreements, understandings, promises, negotiations or representations respecting the matters dealt with herein or the duties of any Party in relation thereto, not expressly set forth in this Agreement, are agreed by all Parties to be null and void.

21. Severability. If any term, provision, condition, or covenant of this Agreement, or the application thereof to any Party or circumstance, shall to any extent be held invalid or unenforceable, the remainder of the instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

22. Attorneys' Fees. If the services of any attorney are required by any party to secure the performance of this Agreement or otherwise upon the breach or default of another party, or if any judicial remedy or arbitration is necessary to enforce or interpret any provisions of this Agreement or the rights and duties of any person in relation to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and other expenses, in addition to any other relief to which such party may be entitled. Prevailing party includes (a) a party who dismisses an action in exchange for sums allegedly due; (b) the party that receives performance from the other party of an alleged breach of covenant or a desired remedy, if it is substantially equal to the relief sought in an action; or (c) the party determined to be prevailing by a court of law.

Whenever provision is made in this Agreement for the payment of attorney's fees, such fees shall be payable whether the legal services are rendered by a salaried employee for the party or by independent counsel and shall include such fees as are incurred in connection with any pretrial proceeding, trial or appeal of the action. Any award of damages following judicial remedy or arbitration as a result of the breach of this Agreement or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum amount of interest allowed by law.

23. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which constitute one and the same instrument.

24. Execution of Agreement. The Parties shall sign this Agreement on or within five (5) business days of approval.

25. Estoppel Certificate. City shall, at any time and from time to time within ten (10) days after receipt of written notice from Owner so requesting, execute, acknowledge and deliver to Owner a statement in writing: **(a)** certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect); and **(b)** acknowledging that there are no uncured defaults on the part of Owner hereunder or specifying such defaults if any are claimed. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the Site. Upon Owner's written request, City shall issue a certificate of performance evidencing completion of any of Owner's obligation(s) under this Agreement.

26. Encumbrances on Real Property.

26.1 Discretion to Encumber. The Parties hereto agree that this Agreement shall not prevent or limit Owner, in any manner, at Owner's sole discretion, from encumbering the Site or any portion thereof or any improvements thereon then owned by such person with any mortgage, deed of trust or other security device ("Mortgage") securing financing with respect to the Site or such portion. City acknowledges that the lenders providing such financing may require certain modifications, and City agrees, upon request, from time to time, to meet with Owner and/or representatives of such lenders to negotiate in good faith any such request for modification. City further agrees that it will not unreasonably withhold its consent to any such requested modification. Any mortgagee or trust deed beneficiary of the Site or any portion thereof or any improvements thereon and its successors and assigns ("Mortgagee") shall be entitled to the following rights and privileges.

26.2 Lender Requested Modification/Interpretation. City acknowledges that the lenders providing financing to Developers may request certain interpretations and modifications of this Agreement. City therefore agrees upon request, from time to time, to meet with the Developers and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. The City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement, provided, further, that any modifications of this Agreement are subject to the provisions of this Agreement relative to modifications or amendments.

26.3 Mortgage Protection. This Agreement shall be superior and senior to the lien of any Mortgage. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, and any acquisition or acceptance of title or any right or interest in or with respect to the Site or any portion thereof by a Mortgagee (whether pursuant to a Mortgage, foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise) shall be subject to all of the terms and conditions of this Agreement.

26.4 Mortgagee Not Obligated. Notwithstanding the provisions of Section 26.2, no Mortgagee will have any obligation or duty under this Agreement to perform the

obligations of Owner or other affirmative covenants of Owner hereunder, or to guarantee such performance, except that to the extent that Mortgagee opts to receive the benefits of the Agreement, including the right to operate, any covenant to be performed by Owner is a condition to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder. No Mortgagee will be liable for any monetary defaults arising prior to its acquisition of title to the Site or any portion thereof. Uncured monetary defaults will terminate the Agreement and Mortgagee's right to operate.

26.5 Written Notice of Default. Each Mortgagee shall be entitled to receive written notice from City of any default by Owner under this Agreement, if such default is not cured within thirty (30) days, provided such Mortgagee has delivered a written request to City for such notice. Each Mortgagee shall have a further right, but not the obligation, to cure such default for a period of thirty (30) days after receipt of such notice of default. Any non-curable defaults of Owner of any obligation owed solely to City arising prior to Mortgagee's acquisition of title to the Site or any portion thereof shall be waived; provided, however, the non-payment of money shall not be deemed a non-curable default.

27. Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties to this Agreement and, subject to City's written consent, their heirs, personal representatives, successors, and assigns, except as otherwise provided in this Agreement.

28. Governing Law and Venue. This Agreement and the legal relations between the Parties shall be governed by and construed in accordance with the laws of the State of California. Furthermore, the Parties agree to venue in the Superior Court of Colusa County, California.

29. Mutual Covenants. The covenants contained herein, including those contained in the Recitals herein, are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

30. Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement ("Successors"). Furthermore, the rights and remedies, together with the benefits and burdens of this Agreement of each Party to this Agreement shall be coextensive with those of its Successors. All provisions of this Agreement shall be enforceable as equitable servitude's and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Site: (a) is for the benefit of and is a burden upon every portion of the Site; (b) runs with the Site and each portion thereof; and, (c) is binding upon each Party and each Successor during ownership of the Site or any portion thereof. From and after recordation

of this Agreement, the Agreement shall impute notice to all persons and entities in accord with the recording laws of this State.

31. No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties and their Successors and Assignees. No other person or entity shall have any right of action based upon any provision of this Agreement.

32. Waiver. Failure by a Party to insist upon the strict performance of any of this Agreement's provisions by the other party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter.

33. Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

34. Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the County Recorder by the City Clerk within the period required by Government Code Section 65868.5.

35. Headings. The headings in this Agreement are inserted for convenience only. They do not constitute part of this Agreement and shall not be used in its construction.

36. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

37. Jointly Drafted. It is agreed among the parties that this Agreement was jointly negotiated and jointly drafted by the Parties and their respective counsel, and that it shall not be interpreted or construed in favor of or against any party solely on the ground that it drafted the Agreement. It is also agreed and represented by all Parties that said Parties were of equal or relatively equal bargaining power and that in no way whatsoever shall this Agreement be deemed to be a contract of adhesion, or unreasonable or unconscionable.

38. Independent Legal Counsel. Each party acknowledges that it has been represented by independent legal counsel of its own choice throughout all of the negotiations that preceded the execution of this Agreement or has knowingly and voluntarily declined to consult legal counsel, and that each Party has executed this Agreement with the consent and on the advice of such independent legal counsel.

39. Further Cooperation. The parties herein agree to execute any and all agreements, documents or instruments as may be reasonably necessary in order to fully effectuate the agreements and covenants of the Parties contained in this Agreement, or to evidence this Agreement as a matter of public record, if required to fulfill the purposes of this Agreement. The Parties further agree to mutually cooperate with one another in carrying out the purposes of this Agreement.

40. Enforceability. This Agreement shall not become binding and shall have no force and effect whatsoever until such time as it has been fully executed by and delivered to all of the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Execution Date.

Signatures on Next Page

“CITY”

CITY OF COLUSA, CA
a California Municipal Corporation

Date: _____, 2022

By: _____

Mayor

Attest:

By: _____

City Clerk

Approved as to form:

Jones & Mayer

By: _____

Ryan R. Jones, Esq.
City Attorney

“Authorized Agent”

Ray Davis

By: _____

Date: _____, 2022

By: _____

By: _____

Approved as to form:

By: _____
Attorney for Owner

ACKNOWLEDGEMENT

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.

Attachment: Attachment #1 ALUC May 2nd Staff Report Packet Hunny Pot Farms (8386 : Hunny Pot Farms (ALUC #22-01))

STATE OF CALIFORNIA }
COUNTY OF _____ }

On _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature of Notary

ACKNOWLEDGEMENT

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 _____ }

On _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature of Notary

Attachment #1
EXHIBIT “A”

2.1.d

Legal Description

(PARCEL “A”)

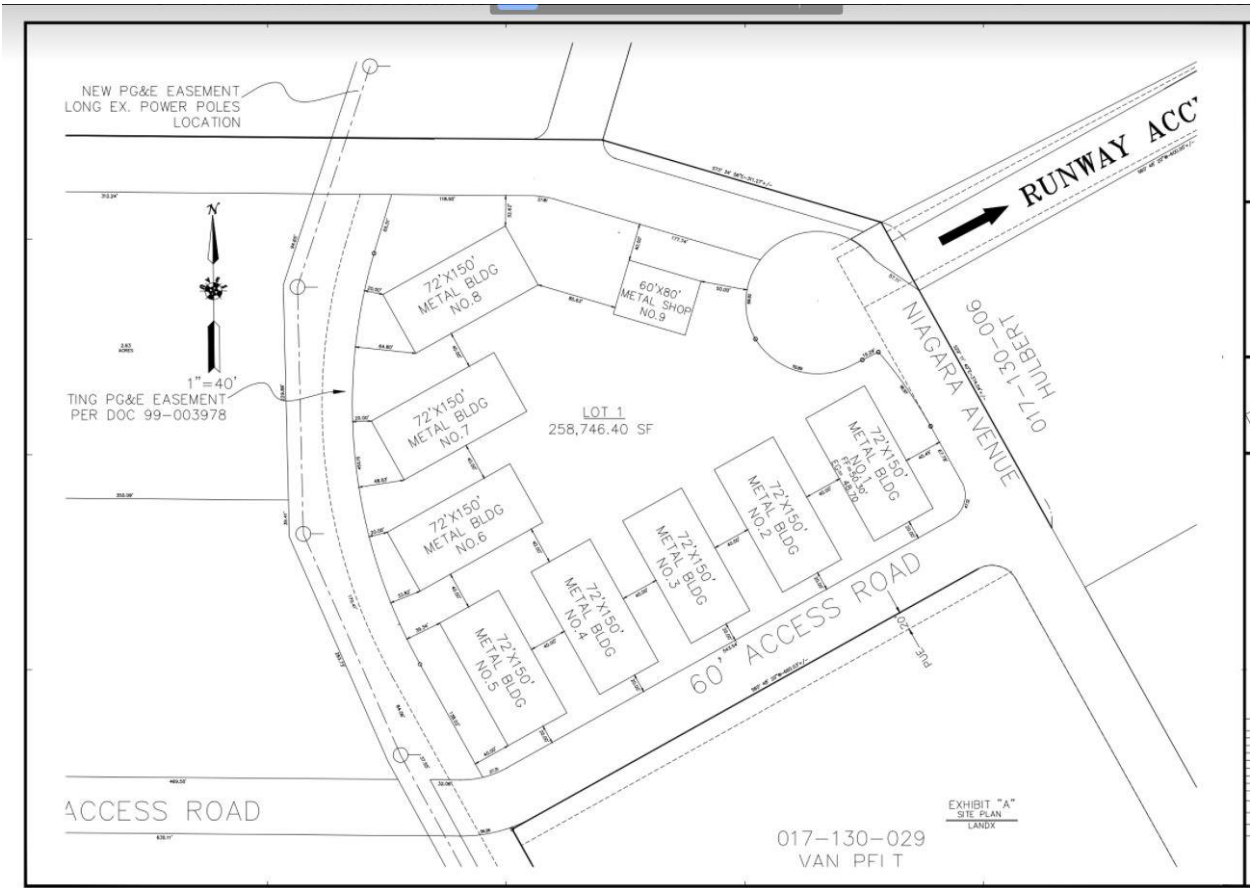
pending

Attachment: Attachment #1 ALUC May 2nd Staff Report Packet Hunny Pot Farms (8386 : Hunny Pot Farms (ALUC #22-01))

Attachment #1
EXHIBIT "B"

Boundary Map
(PARCEL "A")

The Site



Attachment: Attachment #1 ALUC May 2nd Staff Report Packet Hunny Pot Farms (8386 : Hunny Pot Farms (ALUC #22-01))

Attachment #2**Greg Plucker**

From: Shoemaker, Dan (FAA) <Dan.Shoemaker@faa.gov>
Sent: Wednesday, May 4, 2022 12:41 PM
To: jkley cipcorp.com; Greg Plucker
Cc: brad@landxinc.com; Ray Davis; ehulbert cipcorp.com; gmusallam@nvesca.com
Subject: RE: Additional 7460 Filings Covering Entire Parcel

REMINDER: This email originated from outside of the organization, only you can prevent ransomware attacks. Do not click links or open attachments unless you recognize the sender and know the content is safe. When in doubt, contact the Helpdesk at helpdesk@countyofcolusa.com.

Good afternoon, everyone.

In many cases, where we have a large number of buildings within an area, and none of those buildings would penetrate Part 77 obstruction surfaces, affect instrument procedures, or have adverse effects on radio or visual navigation and landing aids, the FAA will require aeronautical studies for only the corners of the property, with the height of each corner filed with the height of the tallest point of the development. This often gives us a worst-case scenario, and if the tallest and closest points don't pose any aeronautical issues, the points farther back generally won't, either. It also prevents us from having to look at an excessive number of aeronautical studies that are not really necessary.

In this case, we have studies for six points each of the two buildings closest to the runway and its extended centerline, and none of those points exceeded FAA obstruction criteria or had any other aeronautical effects. Assuming none of the other buildings on the site are taller than those two buildings, I can confidently state that they should have no effect, either. Even if they were slightly taller, they still shouldn't have any effects on the airport. That being said, I've asked Jacob to file two additional studies for the western-most corners of the lot, just to cover all our bases. In answer to Jacob's question, I think the two points will be sufficient. Yes, the backs of four of the buildings will poke out of the western boundary to various degrees, but to be honest, it really won't make any difference. If you or the airport board would like to move the two western-most corners further west to cover those buildings, or add a third point to create the "curve" on the back end of the property, that's fine with me, as well.

With regard to shifting the location of the metal shop and lengthening it, I don't have an issue with that, either, since you'll be moving the building even further from the runway without increasing its height. Just correct the coordinates of each study when you file the 7460-2 Part 2 when the building reaches its greatest height.

Please let me know if you have any questions or concerns.

Dan

Dan Shoemaker
 Airspace Specialist, Nevada and Northern California
 Seattle Obstruction Evaluation Group
 Office Phone: (206) 231-2989
<https://oeaaa.faa.gov>



Attachment: Attachment #2 FAA Proposed Construction Notification Filing Requirements (8386 : Hunny Pot Farms (ALUC #22-01))

**COUNTY OF COLUSA, CA****Request For Airport Advisory Committee**

MEETING DATE: June 13, 2022

DEPARTMENT: Community Development

FROM: Greg Plucker

SUBJECT: Ranch Colus Apartment Consistency Review

SITTING AS COLUSA COUNTY AIRPORT LAND USE COMMITTEE

Adopt a Resolution making a finding that the Rancho Colus Apartment project is consistent with the County's Airport Land Use Compatibility Plan.

PROJECT OVERVIEW:**Project Proponent:****Gustavo Becerra**

Executive Director - Regional Housing Authority
President - Building Better Partnerships, Inc.
1455 Butte House Road
Yuba City, CA 95993
530.671.0220 ext. 113

Project Summary:

The proposed 49-unit Rancho Colus Apartment project (Exhibit "A") has been referred to the Airport Land Use Commission (ALUC) for a determination of consistency with Colusa County's Airport Land Use Compatibility Plan (ALUCP).

Project Location:

The subject site is located at 1717 Highway 20 (APN:002-120-029) in the City of Colusa (Attachment #1) approximately 6,800 feet to the north of the end of Runway 13. The project site is bordered by vacant land to the north and east, apartments to the south, and the Colusa Assembly of God to the west.

ANALYSIS:

A review for consistency by the ALUC is required due to the proposed apartment complex having more than 4 dwelling units (ALUCP §2.2.2(g)).

Airport Land Use Compatibility Plan Consistency:

The ALUCP identifies the project site as being within the 2-mile ALUCP's Area of Influence of the Colusa County Airport and located within the ALUCP's Compatibility Zone C3. ALUCP Table 3A (Compatibility Criteria) lists the factors which need to be considered for the proposed apartment complex. Since the design of the apartment complex has not been specifically developed at this juncture, County staff will evaluate the future development against the development standards identified in the site plan (Exhibit "A").

The proposed 49-unit apartment complex would result in an overall density of 23 dwelling units per acre (49 du's/2.13 acres). Pursuant to Table 3.A, there is no "sitewide average" or "single-acre average" for residential projects in Compatibility Zone C3. In addition, apartments are defined as a "normally compatible" use.

As shown on the site development plan (Exhibit "A"), the maximum proposed height of the two-story apartment buildings would be below 34 feet. Compatibility Zone C3 does not limit the number of floors and specifies a maximum height of 150 feet, which is well below the proposed height of the apartment buildings. In addition, the proposed building heights are approximately 100 feet below the Part 77 50:1 notice of proposed construction surface.

Overall, the proposed apartment complex falls well within the ALUCP standards and given it is located some 6,800 feet away from the airport and in Compatibility Zone C3, County staff believes that the proposed project is consistent with the ALUCP.

PUBLIC COMMENTS:

No public comments have been received at this time. If comments are received following distribution of this staff report, those comments will be provided to the Airport Land Use Commission at the meeting.

PRIOR COMMITTEE ACTION:

None

ALUC STAFF RECOMMENDATION:

Staff recommends that the Commission adopt the proposed Resolution finding that this project is consistent with Airport Land Use Compatibility Plan.

FISCAL IMPACT/FUNDING SOURCE

None

PREPARATION:

Prepared By:

Colusa County Airport Advisory Committee (ID # 8400)

Greg Plucker, Community Development Director (530) 458-0483

ACTION FOR THE CLERK

Obtain the Chair's signature on the resolution and forward an electronic copy to the Community Development Director and a hard copy to:

Gustavo Becerra
Executive Director - Regional Housing Authority
1455 Butte House Road
Yuba City, CA 95993

ATTACHMENTS:

- ALUC Resolution Approving Rancho Colus (DOCX)
- Exhibit "A" - Site Development Plan (PDF)
- Attachment #1 Project Location (PDF)

RESOLUTION NO. 22-__**A RESOLUTION OF THE COLUSA COUNTY AIRPORT LAND USE COMMISSION
MAKING AIRPORT LAND USE COMPATIBILITY PLAN CONSISTENCY FINDINGS
REGARDING THE RANCHO COLUS APARTMENT PROJECT**

WHEREAS, on May 9, 2022 the proposed Rancho Colusa project was referred to the Airport Land Use Commission (ALUC) for a consistency determination with the Colusa County's Airport Land Use Compatibility Plan (ALUCP);

WHEREAS, the project site is located at 1717 Highway 20 (APN:002-120-029) in the City of Colusa and is approximately 6,800 feet to the north of the end of Runway 13;

WHEREAS, the project site is located within the ALUCP's C3 Compatibility Zone and pursuant to the Airport Land Use Compatibility Plan (ALUCP) Section 2.2.2 (g) (residential development with more than four dwelling units) the project is required to be reviewed by the ALUC for consistency with the ALUCP; and

WHEREAS, on the proposed project was submitted to the ALUC for review of its consistency with the ALUCP and at which time the Commission considered the staff report, the requirements of the ALUCP and all oral and written testimony presented concerning the application.

NOW, THEREFORE, BE IT RESOLVED that the Colusa County Airport Land Use Commission makes the following determinations and findings based on the totality review of the project:

- I. The Commission can only make a finding of consistency or inconsistency for the proposed buildings and use considered herein and is unable to make any finding of consistency with respect to any future use or development on the project site and, as such, all future uses and development not considered herein must be submitted to the County's ALUC staff to determine if the Commission is required to make a review of consistency consistent with the ALUCP.
- II. The proposed use and development as shown in Exhibit "A" attached hereto and incorporated by reference has the potential to be inconsistent with the ALUCP and/or FAA regulations due to use compatibility, the residential density, light and glare impacts, and heights. All of which could negatively impact aviation at the Colusa County Airport. However, based on the following facts, conditions on the proposed development and use, and agreement of project proponents to said conditions detailed herein the proposed project would be consistent with the ALUCP:

A. Use Compatibility and Residential Density

1. The subject site is located in the ALUCP's C3 Compatibility Zone and apartments are defined as a "normally compatible" use and would be consistent with the ALUCP.

2. The proposed 49-unit apartment complex would result in an overall density of 23 dwelling units per acre (49 du's/2.13 acres). Pursuant to Table 3.A, there is no "sitewide average", "single-acre average", or open space requirements for residential projects in Compatibility Zone C3 and therefore the project is consistent with the ALUCP.

B. Exterior Lighting Impacts

1. The installation of high-intensity and/or unshielded exterior building or other outside lighting could create a negative impact to night-time aircraft flight operations. Any exterior lighting shall be at the minimum intensity level to provide illumination, shall be shielded to prevent off-site glare impacts, and shall be directed downward to focus the light on the ground.

C. Avigation Easements

1. Section 3.7.1(b) of the Compatibility Plan specifies that an Avigation Easement shall be required for discretionary projects. The project triggers discretionary approval by the ALUC and, therefore, the proposed project is required to grant an Avigation Easement to Colusa County.
2. Prior to the issuance of occupancy for any building, an Avigation Easement substantially consistent with the sample easement of Appendix "E" of the ALUCP shall be granted to the County of Colusa.

D. Height Obstructions

1. The proposed height of the buildings would be below 34 feet and would be approximately 100 feet below the 50:1 surface plane that would trigger the filing of a 7460-1 Notice of Proposed Construction and therefore the height of the buildings are consistent with the ALUCP.

PASSED AND ADOPTED this ____ day of _____, 2022 by the following vote:

AYES:

NOES:

ABSENT:

Mike West, Chair
Airport Land Use Commission

ATTEST: Wendy G. Tyler, Secretary
Airport Land Use Commission

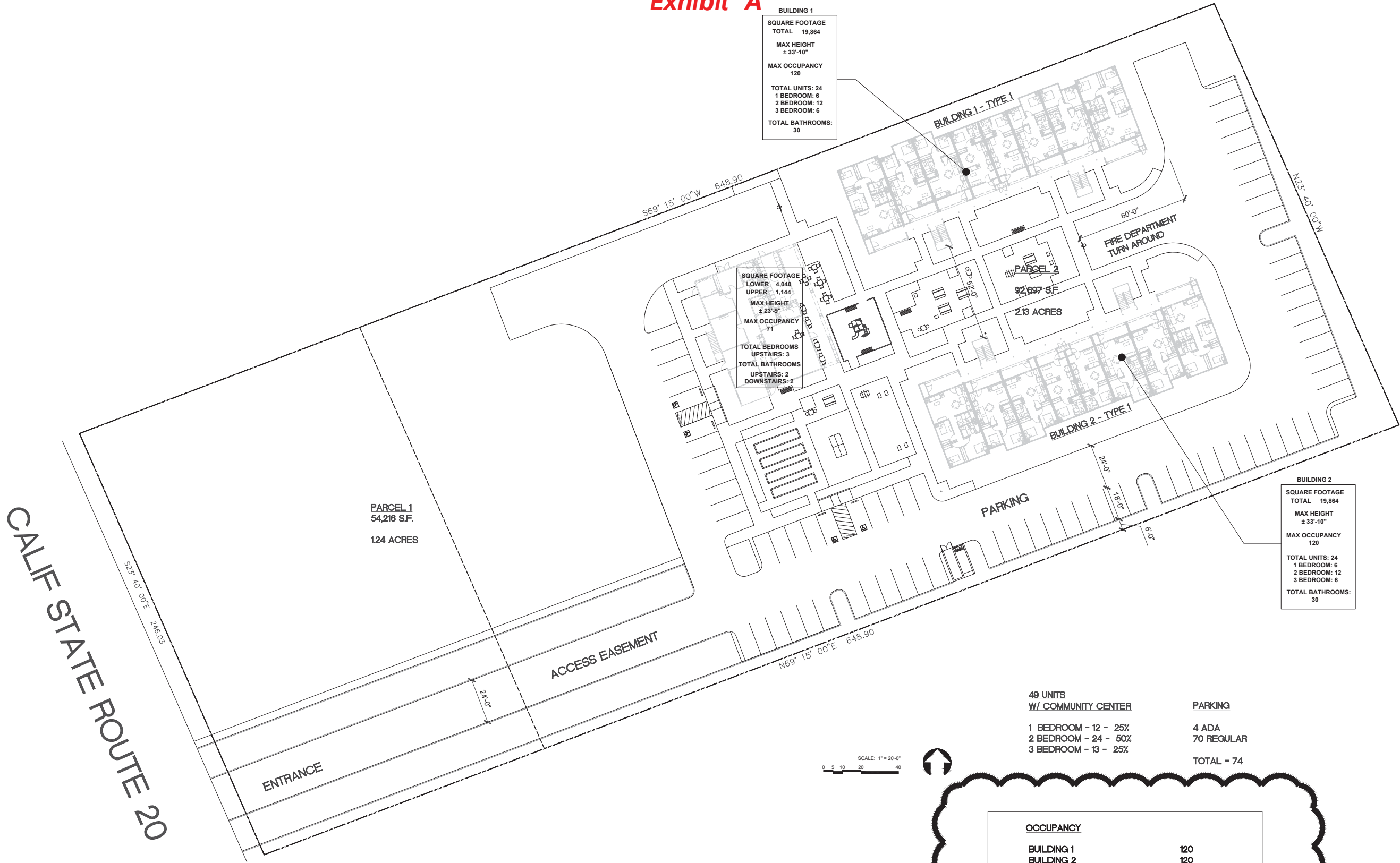
ATTEST TO FORM

Melissa Kitts, Deputy Clerk

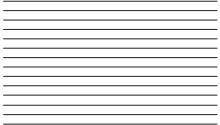
Richard Stout, County Counsel

Exhibit "A"

2.2.b



Attachment: Exhibit "A" - Site Development Plan (8400 : Rancho Colus Apartments (ALUC #22-02))



OWNER
LOGO

RANCHO COLUS APARTMENTS

Colusa, California

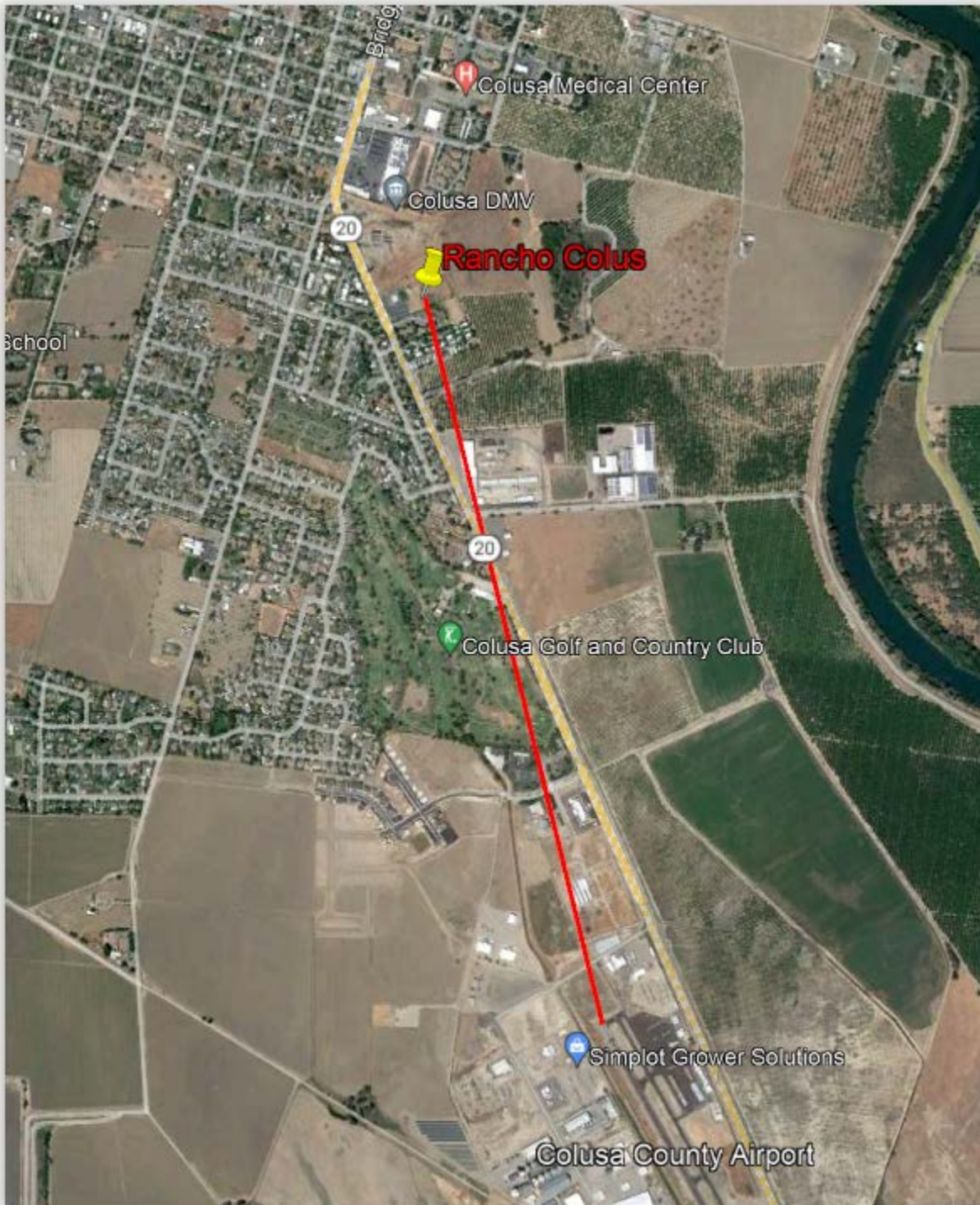
SITE PLAN - PHASE 1



1-11-2022

A1.1

ATTACHMENT #1
Rancho Colusa - Project Location



Attachment: Attachment #1 Project Location (8400 : Rancho Colus Apartments (ALUC #22-02))