



AGENDA
PLANNING AND ZONING COMMISSION
PUBLIC HEARING
SEPTEMBER 8TH, 2020 AT 6:00PM
TOWN COUNCIL CHAMBERS
22 W 2ND ST. EAGAR

ITEM 1 WELCOME

ITEM 2 ROLL CALL

ITEM 3 PLEDGE OF ALLEGIANCE

ITEM 4 INVOCATION

ITEM 5 PUBLIC COMMENTS: Persons wishing to address the Commission on any item not already on the agenda may do so, although each speaker is limited to three minutes. The Chair, with the consent of the Commission, may limit the total time offered speakers, if necessary. All such remarks shall be addressed to the Commission as a whole, and not to any specific member. No person other than the speaker shall enter into the discussion without permission of the Chair. The Commission may not address, discuss or vote upon any petition or comment raised by the public at any meeting. The item may be placed on a future agenda with direction from the Planning and Zoning Administrator on how to place an item on the agenda.

ITEM 6 ELECTION OF VICE CHAIR

ITEM 7 CONSIDERATION OF THE MAY 12TH, 2020 MINUTES

CONVENE TO PUBLIC HEARING

ITEM 8 PUBLIC HEARING ON REZONING RZ2020-2; A ZONING AMEENEMENT APPLICATION FOR REZONING OF 210 S. HARLESS ST. ALSO KNOWN AS PARCEL #104-14-005A FROM AR-20 TO R2-7 ZONING.

Public Hearings are conducted in accordance with A R S 38-431 et seq (the "open meeting law") and the Planning & Zoning Commission Policies Procedures, Town of Eagar, Arizona Section VII-Public Hearing

- a. Calling Agenda Item: The agenda item shall be called by the Chair as any other agenda item.
- b. Declaration of Public Hearing: The Chair shall declare that the Commission is in public hearing
- c. Applicant Presentation: The Applicant may make an opening statement in order to explain the item to the commission and public. The Chair or Commission may limit the time for his/her statement as necessary
- d. Staff Reports/Recommendations: Staff shall have an opportunity to report on the issue and answer questions by the Commission
- e. Written Comments: Written Comments filed with the Town or staff shall be presented to the Commission and read into the record
- f. Public Comments: Testimony from members of the public shall be permitted and encouraged. *Anyone wishing to make a statement shall first stand and identify themselves by name and also identify where they reside.* Members of the public shall be limited to five minutes per person, or less as designated by the Chair or Commission. The total time allotted to the public on any issue may be limited or extended by the Chair or Commission
- g. Commission Interaction: Questions from Commissioners may be held at this time, or reserved until public hearing has closed. The Commissioners may address the applicant with any questions raised from the public and discuss the question
- h. Applicant Closing Statement: The applicant shall be allowed a brief closing statement in order to rebut the statements made by the public, to offer a compromise, or otherwise address the issue
- i. Declaration of closing the Public Hearing: Unless a majority of the Commissioners object, the Chair shall declare the public hearing as closed. At this time public and applicant participation is limited to questions from the Commission only
- j. Commission Discussion and Vote: The agenda item will then be discussed and action taken as on any other agenda item

ITEM 9 DISCUSSION AND CONSIDERATION OF ITEM 8.

ITEM 10 PUBLIC HEARING ON CONDITIONAL USE PERMIT CU2020-1; A CONDITIONAL USE PERMIT APPLICATION TO ALLOW GROW FAST FARMS STAFF/EMPLOYEES TO LIVE ON SITE DURING GROWING PROCESS.

ITEM 11 DISCUSSION AND CONSIDERATION OF ITEM 10

ITEM 12 PUBLIC HEARING ON CONDITIONAL USE PERMIT CU2020-2; A CONDITIONAL USE PERMIT APPLICATION TO ALLOW GROW FAST FARMS TO OPERATE PLANTING BUSINESS IN AN INDUSTRIAL ZONE.

ITEM 13 DISCUSSION AND CONSIDERATION OF ITEM 12

ITEM 14 PUBLIC HEARING ON CONDITIONAL USE PERMIT CU2020-3; A CONDITIONAL USE PERMIT APPLICATION TO ALLOW CARY LYNN PRICE TO CONSTRUCT A RV PARK AT 787 N. MAIN ST.

Where Roads Hit the Trails

ITEM 15 DISCUSSION AND CONSIDERATION OF ITEM 14

RECONVENE TO REGULAR MEETING

ITEM 16 REPORTS

ITEM 17 ADJOURNMENT

Date Posted _____ Time Posted _____ Posted by _____



MINUTES
PLANNING AND ZONING COMMISSION
PUBLIC HEARING
May 12th, 2020 AT 6:00PM
22 W 2ND ST. EAGAR

Community Development Director Jeremiah Loyd welcomed all those in attendance. All commission members except Deanna Davis who arrived later, were present. Jeremiah Loyd led the Pledge of Allegiance and Comssision Aaron Lesueur offered the invocation.

COMMISSION PRESENT:

Ron Shepherd
Shawna Murphy
Aaron LeSueur
Joe Sitarewski
Dave Kalinowski
Dan Muth
Deanna Davis [6:13 p.m.]

COMMISSION ABSENT:

STAFF PRESENT:

Jeremiah Loyd, Community Development Director
Britney Reynolds, Community Development Admin. Assitant

ITEM #5: Public comments:

None

ITEM #6: Loyalty Oaths of new member Shawna Murphy and returning Dave Kalinowski and Dan Muth

Shawna Murphy read oath followed by Dave Kalinowski and lastly Dan Muth. Obtained signatures on documents.

ITEM #7: Consideration of September 2019 minutes

Commissioner Aaron LeSueur moved to approve the September 2019 meeting minutes. Commissioner Ron Shepherd seconded; all were in favor, motion carried unanimously. 7-0

Vote:

Ayes:

Ron Shepherd
Shawna Murphy
Aaron LeSueur
Joe Sitarewski
Dave Kalinowski
Dan Muth
Deanna Davis

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ITEM #8: Public Hearing

PUBLIC HEARING ON REZONING RZ2020-1; A ZONING AMENDMENT APPLICATION FOR REZONING OF T8N R28E IN THE NW QUARTER OF SECTION 12 AND THE NE QUARTER OF SECTION 11 FROM AG TO C-1 and I-1 AND GENERAL PLAN AMENDMENT.

Chair Deanna Davis opened the public hearing. Jeremiah Loyd represented the applicant, the Town of Eagar, and gave background information regarding the application. Loyd read the staff report that was created for the meeting discussing the 20 year process and the State Land Department asked that the land being annexed be extended to include more area which required the General Plan Amendment be updated and changed as this is a major change. Much of the area will be labeled Industrial and Commercial use. There was a previous meeting discussing the need to change these areas and the Major Amendment to the General Plan Amendment.

Jeremiah Loyd discussed the rezoning application; two quarter sections are between the towns parcels and town. One of these belongs fee and title to the HOPI Tribe and the other is State Land. Discussion of the Commercial and Industrial/Commercial areas along SR-260 along with a PAD overlay. PAD will permit flexibility that is not usually allowable in stricter zoning areas. This would allow potential buyers to use land in unique ways. Jeremiah Loyd asks that the commission approve the application and rezoning request.

Ron Shepherd discussed that only one member of the public came to the meeting in March when these potential changes were discussed. He stated that she seemed to be satisfied with changes. Jeremiah Loyd did state that there was one gentleman that opposed this application due to the worry of change and believing there will be potentially dangerous building in the area. County zoning is more relaxed than the town's, so it is better for the town to have that area annexed. No written comments were provided.

Mark Edleman, Planning and Engineering Director for the State Land Department, stated that Jon Froke was also with him over the phone and how they were pleased to be a part of the meeting. Looking forward to completing this industrial park project and available for questions.

Garth Turley, via phone, with Navopache Electric stated that the Electric companies substation is in the area as well as easements to maintain powerlines and the substation in that area. Wants to make sure those are honored, but Navopache has no issue with this proceeding. Chair Deanna Davis closed public hearing at this time.

ITEM 9 DISCUSSION AND CONSIDERATION OF ITEM 8.

Commissioner Ron Shepherd moved to approve the application of RZ2020-1 and General Plan Amendment. Commissioner Aaron LeSueur seconded; all were in favor, motion carried unanimously. 7-0

Vote:	Ayes:	Ron Shepherd
		Shawna Murphy
		Aaron LeSueur
		Joe Sitarewski
		Dave Kalinowski
		Dan Muth
		Deanna Davis

ITEM 10 REPORTS

Jeremiah Loyd stated that the State Land Department has been working in the background on the pre-annexation development agreement, commission did not see this, but it was brought to Council early in March partially executed. Part of the pre-annexation development agreement is the rezoning application and General Plan Amendment. Chair Deanna Davis asked about an update on the agreement, Jeremiah Loyd asked State Land if they could offer any information on this matter. Mark Edleman explained that, when this goes to council, the different steps in the process will be done as consecutive agenda items with the annexation occurring first, followed by the pre-annexation development agreement (which was approved by the State Land Commissioner earlier that day and the town will be receiving shortly), and lastly the General Plan Amendment and PAD.

No other reports.

ITEM 11 ADJOURNMENT

Chair Deanna Davis motioned for meeting to adjourn [6:40 p.m.].

Chair Signature _____

Director Signature _____

**TOWN OF EAGAR
REZONING APPLICATION**
(REFER TO CHAPTER 18.80 OF THE ZONING ORDINANCE)

Permit No. RZ2020-2

Name of Applicant: Eric Eagar and Richard Eagar

Address: 210 S. Harless St.

Telephone: (928) 245-3726 Date: 8/16/2020

Parcel Number(s): 104-14-005A

1. Legal description of property and current and proposed zone which request to rezone is being made:

<u>Current Zone:</u>	<u>Proposed Zone:</u>	<u>Adjacent Zoning (all sides)</u>
<u> AR-20 </u>	<u> R2-7 </u>	<u> R2-7 </u>

<u>Current Use:</u>	<u>Proposed Use:</u>	<u>Adjacent Use (all sides)</u>

2. Reason for request of zoning change: To remove eyesore & improve land

3. Attachments (for rezoning of specific area):

- a. Plot plan to include rezoning area & location and zone of adjacent parcels
- b. Names and addresses of all landowners within the rezone area and 300 foot radius around the affected property.
- c. Stamped addressed envelopes of all those who notification of public hearing must be made.
- d. Signed petition of 50% of above landowners

4. Filing Fee: 250.00 Date Paid: N/A

5. Signature of Applicant: *[Signature]* Date: 8-19-20

6. Zoning Administrator: *[Signature]* Date: 8/24/20

7. Application shall be forwarded to the planning and Zoning Commission on:

(Date) 9/8/2020 (Time) 6:00 p.m.

(Place) Eagar Town Hall Council Chambers



8/27/2020

TO: Planning & Zoning Commissioners

FROM: Jeremiah D. Loyd, P.E., CFM
Community Development Administrator

RE: RZ 2020-2

BACKGROUND:

Eric Eagar purchased parcel 104-14-005A with the intent of splitting the parcel so he could sell half of it to his father. In turn his father, Richard Eagar, would develop a well built duplex on the site where he could either sell it or rent it out. However, the current zoning AR-20 does not allow for parcels less than 1/2 acre and the parcel is 1/2 acre. Currently the property is immediately adjacent to R2-7 zoning to the north and east and therefore would not be considered spot zoning. The parcel contains one modest single family residential home and 4 sheds. The sheds would be removed in order to construct a duplex. This would dramatically improve the look of the property. If the parcel is rezoned to R2-7 the proposed uses by the Eagar's would be an allowable use.

RECOMMENDATION:

Approve the rezoning request for APN 104-14-005A.

If you have any questions please call 928-333-4128 Ext. 221.

Respectfully,

Jeremiah D. Loyd, P.E., CFM

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CW2020-7

TOWN OF EAGAR COMMUNITY DEVELOPMENT
REQUEST FOR CONDITIONAL USE PERMIT
(REFER TO CHAPTER 18.84 OF THE ZONING CODE)

Permit No. 447 Date: 6/30/2020 - 8/16/2020

Name of applicant: GrowFast Farms, Inc.

Mailing Address P.O. Box 596 Ft. Apache, AZ 85926

Telephone: (520) 254-1522 Email Address rschutz@flexintl.com

1. Location of Property: 975 S. Water Canyon Rd

2. Current Zoning: I-1

3. Proposed Use (as listed under "Conditional Uses" in the above zoning district):
Residence for owners managers, watchman

4. Reason for Proposed Use To allow Growfast farms employees to stay on site during growing.

5. Attachments: a. Plot Plan (to Scale)

b. Pertinent data as required by the Zoning Administrator or Planning and Zoning Commission

Filing Fee: \$100.00 Date Paid: 8/10/20 Receipt # 1.278746

6. Signature of Applicant: Ronald V. Linslee Date: 8/10/2020

7. Signature of Zoning Administrator: _____ Date: _____

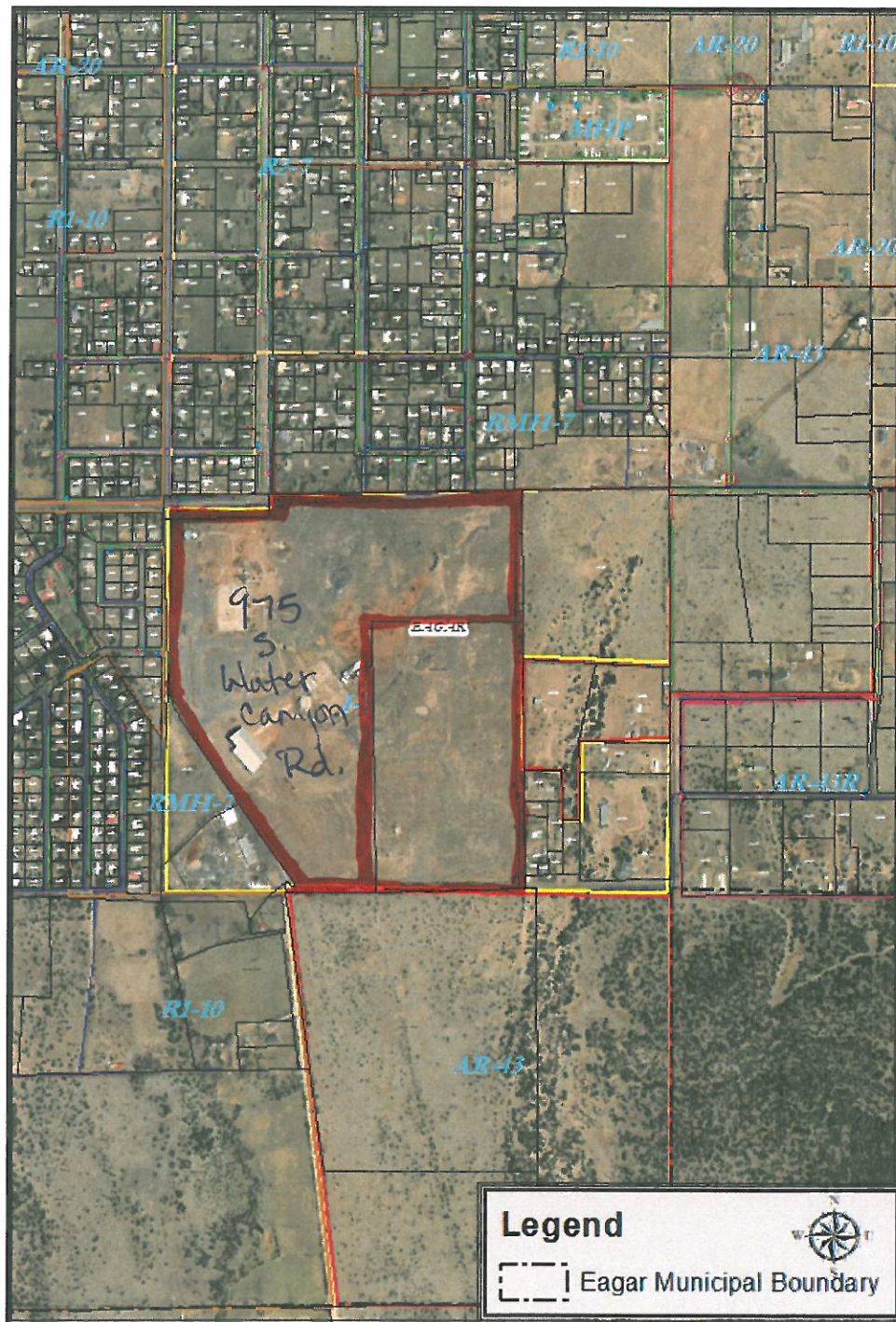
8. Application shall be forwarded to the planning and Zoning Commission on:

(Date) _____ (Time) _____

(Place) _____

Notice of the nature of the Conditional use Permit and the date of the meeting at which it will be considered will be posted on the affected property 15 days prior to the public hearing. The property owners within a 300-foot radius of the applicant's property will be notified by first class mail.

104-29-003 C



18.52.030 - Conditional uses.

In the I-1 zone, the following uses require a conditional use permit:

- A. Residences for the owner, manager or watchman for an allowed use;
- B. Outdoor storage yards, junkyard and automobile wrecking yards;
- C. Sexually oriented businesses;
- D. Medical marijuana cultivation, subject to the following conditions and limitations:
 - 1. Applicant shall provide:
 - a. The name(s) and location(s) of the offsite medical marijuana dispensary associated with the cultivation operation.
 - b. A copy of the operating procedures adopted in compliance with A.R.S. Section 36-2804(B)(1)(c); and
 - c. A survey sealed by a registrant of the State of Arizona showing the location of the nearest medical marijuana dispensary or cultivation location if within five hundred feet.
 - 2. Shall be located in an enclosed permanent building and may not be located in a trailer, cargo container or motor vehicle.
 - 3. Shall not be larger than a maximum of one thousand gross square feet.
 - 4. Shall not be located within five hundred feet of the same type of use. This distance shall be measured from the exterior walls of the building or portion thereof in which the businesses are being conducted or proposed to be conducted.
 - 5. Shall not be located within five hundred feet of a preschool, kindergarten, elementary, secondary or high school, and two hundred feet from a place of worship, public park or community center. This distance shall be measured from the exterior walls of the building or portion thereof in which the cultivation business is conducted or proposed to be conducted to the property line of the protected use.
 - 6. Shall have operating hours not earlier than ten a.m. and not later than eight p.m.
 - 7. Drive-through services are prohibited.
 - 8. Shall provide for proper disposal (a manner set forth by Arizona Department of Health) of marijuana remnants or by-products, and not to be placed within the facility's exterior refuse containers.
- E. Medical Marijuana Infusion Manufacturing Facility.
 - 1. Applicant shall provide:
 - a. Name and location of the offsite cultivation location, if applicable.
 - b. A copy of the operating procedures adopted in compliance with A.R.S. Section 36-2804(B)(1)(c).
 - c. A survey sealed by a registrant of the State of Arizona showing the location of the nearest medical marijuana dispensary or cultivation location if within five hundred feet.
 - 2. Shall not be located within five hundred feet of the same type of use. This distance shall be measured from the exterior walls of the building or portion thereof in which the businesses are being conducted or proposed to be conducted.
 - 3. Shall not be located within five hundred feet of a preschool, kindergarten, elementary, secondary or high school, and two hundred feet from a place of worship, public park or community center. This distance shall be measured from the exterior walls of the building

TITLE 3. AGRICULTURE
CHAPTER 4. DEPARTMENT OF AGRICULTURE - PLANT SERVICES DIVISION
ARTICLE 10. INDUSTRIAL HEMP

Section

- R3-4-1001. Definitions
- R3-4-1002. Program Eligibility
- R3-4-1003. Licenses; Applications; Renewals; Withdrawal
- R3-4-1004. Industrial Hemp Research
- R3-4-1005. Fees
- Table 1. Fee Schedule
- R3-4-1006. Authorized Seed and Propagative Materials
- R3-4-1007. Location Requirements; Signage
- R3-4-1008. Compliance; Recordkeeping; Audits
- R3-4-1011. Notifications; Reports
- R3-4-1012. Unauthorized Activity; Violations
- R3-4-1013. Corrective Actions
- R3-4-1014. Penalties

ARTICLE 10. INDUSTRIAL HEMP

R3-4-1001. Definitions

In addition to the definitions provided in A.R.S. §§ 3-201, 3-311, and A.A.C. R3-4-101, the following terms apply to this article.

"0.300%" shall have the same meaning as three-tenths percent.

"Associate Director" means the Associate Director of the Plant Services Division.

"Certified laboratory" means the State Agriculture Laboratory or any laboratory certified by the State Agriculture Laboratory to perform compliance analysis of industrial hemp.

"Hemp" has the same meaning as industrial hemp.

"Intentionally" means the state of mind defined in A.R.S. § 13-105(10)(a) or any successor statute.

"Knowingly" means the state of mind defined in A.R.S. § 13-105(10)(a) or any successor statute.

"Licensing Agreement" means a contract between the Department and an applicant that indicates the terms and conditions required for a license issued pursuant to this article.

"Manmade causes" means the influence to an industrial hemp crop created by a person, including but not limited to, irrigation, fertilization, chemical application, or physical interference.

"Natural causes" means the influence to an industrial hemp crop created by elements of nature including, but not limited to, temperature, wind, rain, hail, or flood.

"Program" means the Industrial Hemp Program.

"Propagative material" means any industrial hemp seedlings, explants, transplants, propagules, or other rooted material that is grown in a soilless media.

"Responsible party" means an individual that has signing authority of a partnership, limited liability company, association, company or corporation.

"THC" means Tetrahydrocannabinol

"Total Delta-9 THC concentration" means the total calculable amount of the chemical compound, Delta-9 THC.

R3-4-1002. Program Eligibility

- A.** Eligibility requirements. Unless otherwise determined to be ineligible under this article and not withstanding any other law, a person or responsible party that applies for a program license or registration shall:
1. Possess a valid fingerprint clearance card issued by the Arizona Department of Public Safety pursuant to A.R.S. § 41-1758.07.
 2. Be a citizen of the United States or a legal resident alien, an individual who applies for a program license, is enrolled in an academic program at an accredited college or university, and does not meet the criteria in this Section may be sponsored by an academic member of that college or university who meets the eligibility criteria in this Section and provides proof of eligibility as required in subsection (B)(2).
 3. Be eighteen (18) years of age or older at the time of application.
- B.** Proof of eligibility.
1. The Department shall accept a legible photo copy, paper or electronic, of the applicants fingerprint clearance card described in subsection (A)(1).
 2. The Department shall accept the documents listed in A.R.S. § 41-1080(A) as evidence of age and United States Citizenship or legal residency.

R3-4-1003. Licenses; Applications; Renewals; Withdrawal

- A.** Any person that grows, harvests, transports, or processes industrial hemp in any of the following categories shall obtain the appropriate license from the Department and shall abide by the terms and conditions set forth in the licensing agreement with the Department. Types of licenses include:
1. Grower - An authorized Grower license shall allow the licensee to obtain seed or propagative materials pursuant to this article for planting, possess authorized seed and/or propagative materials for planting, cultivate the crop, harvest plant parts, possess and store harvested plant parts, and transport plant parts for processing.
 2. Nursery - An authorized Nursery license shall allow the licensee to propagate eligible seed and propagative materials for planting for a licensed grower. A licensed Nursery shall not grow industrial hemp for harvesting purposes, unless also licensed with the Department as a Grower.
 3. Harvester - An authorized Harvester license shall allow the licensee to engage in the activity of harvesting an eligible industrial hemp crop for a licensed grower.
 4. Transporter - An authorized Transporter license shall allow the licensee to engage in the transport of a harvested industrial hemp crop for a licensed grower.
 5. Processor - An authorized Processor license shall allow the licensee to engage in the processing, handling, and storage of industrial hemp or hemp seed at one or more authorized locations in the state. The licensee may sell, distribute, transfer, or gift any products processed from harvested hemp that is not restricted in section R3-4-1012
- B.** At a minimum, applications for a license shall contain the information required in subsections R3-4-1003(B)(1) through (6), plus any additional information that may be required by the Department. Location information shall be retained by the Department for not less than three years. Licensing fees are due at the time of application (R3-4-1005).
1. All licenses.
 - a. Full name, mailing address, telephone number and email address.
 - b. Fingerprint clearance card identification number of the person or responsible party applying;

- c. If the applicant represents a business entity, the full name of the business, the principal Arizona business location address, the full name, title, and email address of the of the responsible party;
 - d. Tax ID or Social Security Number; and
 - e. Disclosure and explanation of any instance in which the applicant has been denied, debarred, suspended, revoked, or otherwise prohibited from participating in any public procurement or licensing activity.
2. Grower's license.
- a. Registered planting site(s): street address or major crossroads, legal description, and GPS coordinates for each field, greenhouse, building or site where industrial hemp will be grown, updated annually, or within thirty days following a change;
 - b. Estimated acreage for each outdoor location and/or square footage for indoor or each greenhouse locations intended for planting.
 - c. Maps or aerial photos depicting each site where industrial hemp will be grown, handled, and/or stored, with appropriate designations for entrances, field boundaries, and specific locations corresponding to the GPS coordinates;
 - d. Storage location(s) (expressed in GPS coordinates) for seed or propagative materials, and harvested plants and plant parts.
 - e. Maps or aerial photos depicting each site where industrial hemp seed and/or propagative materials will be stored and labeled with the corresponding GPS coordinates;
3. Nursery License.
- a. Storage location(s) (expressed in GPS coordinates) for seed or propagative materials;
 - b. Locations (expressed in GPS coordinates) of all propagation areas; and
 - c. labeled maps or aerial photos depicting storage and propagation areas.
4. Harvester License. Maps and the street address, legal description, and GPS coordinates for each location the harvesting equipment will be primarily based.
5. Transporter License. Maps and the street address, legal description, and GPS coordinates for each location the transporting vehicles and equipment will be primarily based.
6. Processor License.
- a. Identification of the part of a harvested hemp crop or plant to be received for processing, in the following categories:
 - i. Floral and leaf material;
 - ii. Seed for oil or grain;
 - iii. Stalks for fiber or hurds;
 - iv. Seed or propagative materials for planting;
 - b. Registered processing site(s): Street address or major crossroads, legal description, and GPS coordinates for each building or site where hemp will be processed or stored; or where mobile processing equipment will be primarily based; and
 - c. Labeled maps or aerial photos depicting the information in subsection (b).
- C. Application submission dates. Applications may be submitted at any time during the year, but the expiration date of the license shall be on December 31st annually, or biennially for a two-year renewal as authorized in subsection (D). Renewal applications will be due no later than December 15th.

- D. Application for one or two-year renewals. At a licensee's discretion, a person that has been licensed by the Department under the industrial hemp program may apply for a one or two year renewal provided:
1. The person was licensed in the industrial hemp program within the previous calendar year;
 2. The license of the person was in good standing at the time of renewal;
 3. There is no change in the person or responsible party licensed;
 4. There is no change in the physical location of the industrial hemp site;
 5. The licensee does not owe any civil penalties, fees, or late charges to the Department; and
 6. The person submits the associated fee for a one or two-year renewal.
- E. Licensing agreements. All approved applicants for a license shall complete a licensing agreement issued by the Department prior to receiving a license. The licensing agreement may include additional terms and conditions as needed to ensure compliance with this article, applicable state and federal laws, and rules and orders of the Director, but, at a minimum the applicant will agree to:
1. Provide access, for authorized Department inspectors, at any time, to all hemp and hemp seed, planted or stored, and all records to determine compliance with this article and any state or federal law, rule or order regulating Cannabis as an agricultural crop;
 2. Maintain all records, as stated in section R3-4-1008 of this article;
 3. Pay all fees required indicated in Table 1;
 4. Comply with all pesticide use restrictions;
 5. Comply with all seed laws of the state;
 6. Defend, indemnify, and hold harmless the Department from liability for the destruction of any crop or harvested plant in violation of this article;
 7. Be solely responsible for all financial or other losses;
 8. Be solely responsible for all land use restrictions, applicable city and county zoning, building, and fire codes and ordinances; and
 9. Follow all regulatory, notification and reporting requirements.
- F. Program withdrawal. A licensee that intends to voluntarily withdraw from the program shall submit to the Department a withdrawal notice as prescribed by the Department and comply with the following conditions.
1. Unless otherwise authorized by the Associate Director, the licensee shall complete a withdrawal notice at least two weeks prior to withdrawal of the Program;
 2. Any industrial hemp or hemp seed, planted, harvested, or stored must be inspected by the Department prior to transport off of the property, destruction or transfer to a new or existing licensee;
 3. Any licensing and inspection fees paid or invoiced prior to any notice of withdrawal are not eligible for refund; and
 4. Withdrawal after submittal of an application but prior to issuance of a license will be prohibited unless the Department determines, in its sole discretion, that such withdrawal is appropriate.
- G. Site modification. Anytime a licensed grower, processor or nursery modifies the registered site during the licensing period by changing the location of an existing site or by adding additional sites under the license, the licensee shall submit a site modification application and associated site modification fee listed in Table 1 of this article.
- H. License transfer. The transfer of an Industrial hemp license is authorized only if the licensee and eligible program applicant completes a Department issued transfer application and submits any applicable transfer fees listed in Table 1 of this article. The receiver of a transferred license shall

complete a licensing application, and execute a licensing agreement as required by this Article, and all duties and responsibilities of the licensee shall be transferred to and acknowledged by the receiver in a written agreement between the licensee and receiver. Any license or other fees paid by the licensee shall be credited to the benefit of the receiver.

R3-4-1004. Industrial Hemp Research

- A. A person, company, college or university that conducts research into the growth, harvesting techniques, transportation methods, or processing of industrial hemp is required to obtain a license pursuant to this article.
- B. A person, company, college or university conducting not-for-profit research may be exempted from the licensing fee(s) provided:
 - 1. The applicant submits to the Department a request for an exemption of the licensing fee;
 - 2. The applicant provides a summary of the research to be conducted;
 - 3. The applicant provides a summary of the benefit to the agricultural community that will be gained;
 - 4. The applicant signs into an agreement with the Department that as a result of the research conducted the applicant will not gain any monetary profit;
 - 5. The research will be conducted in compliance with this article or any other law, rule, or order governing the production of industrial hemp; and
 - 6. The results or summary of the research will be published or made publicly available.
- C. Intellectual property. The Department holds no rights to any intellectual property of the licensee.
- D. Restrictions. A licensee shall not change not-for-profit research to for-profit research without notifying the Department and paying the required licensing fee.

R3-4-1005. Fees

- A. All licensing and/or registration fees are due at the time of application.
- B. A Grower applicant or licensee is not required to pay separate harvester and/or transporter licensing fees, unless providing harvesting and/or transport services for other licensed growers.
- C. Inspection and assessment fees are invoiced by the Department and are due within 30 days of the invoice date.
- D. Site modification fees. The appropriate fee shall be submitted at the time an applicant submits a site modification application as provided in R3-4-1003(G)
- E. Processor Assessment fees are based on tonnage reports, shipping manifests or scale receipts of unprocessed hemp plants or plant parts received.
- F. All outstanding Inspection and Assessment fees invoiced prior to November 15th, shall be paid in full prior to the Department's processing of a licensee's renewal application.
- G. THC sample analysis fees. A licensee will be invoiced for any analytical fees beyond the samples selected to determine regulatory compliance. These include:
 - 1. Any pre-harvest re-samples for crops that indicated a result above the threshold for compliance;
 - 2. Post-harvest samples that have been determined to be a regulatory concern by the Department; or
 - 3. By request from the grower that requires official analysis for commerce.

Table 1. Fee Schedule

License	Licensing Fee	Inspection/Assessment Fee
Grower	\$1,500 per license	\$25 per outdoor acre up to 100 acres \$5 acre for each additional acre \$75 per indoor facility up to 3 acres; \$25 per acre for facilities over 3 acres \$150 per THC sample analysis (G) \$150 per THC sample analysis (G)
Nursery	\$1,000 per license	NA
Harvester	\$150 per license	N/A
Transporter	\$150 per license	N/A
Processor	\$3,000 per license	\$0.5 ton Fiber \$5 ton Oil Seed/Grain \$100 ton floral material \$150 per THC sample analysis (G)
All	Site modification fee: \$300	N/A

R3-4-1006. Authorized Seed and Propagative Material

- A. Authorized seeds and propagative material. Seeds and propagative materials authorized for use by a licensee is not a guarantee a crop will produce a Total Delta-9 THC concentration of not greater than 0.300%. Seeds and propagative material that are used to produce an industrial hemp crop or plant shall:
1. Be produced from an industrial hemp crop or plant; and
 2. Originate from either:
 - a. A person, business, college or university licensed or certified in a state or federal program authorized to produce industrial hemp; or
 - b. A foreign source that is authorized by the country of origin to export industrial hemp seed or propagative material to produce an industrial hemp crop.
- B. Each licensed grower or nursery is responsible for the acquisition of seed or propagative materials used for the growth of industrial hemp. The licensee shall provide the Department the following information prior to planting:
1. A copy of the seed or propagative material producer's certificate, license or equivalent documentation authorizing the production of industrial hemp;
 2. An official analysis of the crop or plant that produced the seed or propagative material that indicates the crop or plant contained a Total Delta-9 THC concentration of not greater than 0.300% on a dry weight basis;
 3. Phytosanitary certificates or nursery certificates issued by a plant regulatory official for any propagative materials to ensure compliance with A.R.S. § 3-211 and 3 A.A.C. 2; and
 4. A pre-planting report, on a form provided by the Department, which includes:

- a. The variety/strain name of the material;
 - b. The amount or quantity of the material;
 - c. The lot number(s) of the material; and
 - d. The name, address, phone number and email address of the seed or propagative material provider.
- C. Labeling requirements. All Industrial Hemp seed or propagative material sold within or into Arizona must be labeled as to variety/strain or hybrid name, and origin. Labelers of seed or propagative material must provide to the Department, breeder descriptions and variety release information including any subsequent updates/amendments to these descriptions.
 - 1. For purposes of labeling, the number or other designations of hybrid industrial hemp shall be used as a variety name.
 - 2. All Industrial Hemp seed for planting purposes sold within or into Arizona is subject to the Arizona seed laws under A.R.S. §§ 3-231 et seq. and 3 A.A.C. 4.
- D. Restrictions.
 - 1. A person that receives seed or propagative materials that does not comply with this article or any other phytosanitary, seed or labeling law of the state shall immediately notify the Department and hold the seed or propagative material until a disposition is provided by the Department.
 - 2. The Department may direct a licensee to place a shipment of seed or propagative material on hold to ensure compliance with this Article and any other law or regulation that may apply to the shipment of agricultural seed and plants for planting purposes.

R3-4-1007. Location Requirements; Signage

- A. Location requirements.
 - 1. A Licensed Grower or Processor shall not grow, process, or store industrial hemp in any residential dwelling.
 - 2. A Licensee is responsible for maintaining compliance with all applicable city and county land use restrictions, zoning laws, building, and fire codes and ordinances.
 - 3. A registered location shall be made available for inspection at the request of an inspector during normal business hours.
 - 4. A licensed grower or processor shall not grow, process, or store any forms of Cannabis that are not classified as industrial hemp within a single structure at the registered location.
- B. Signage. A licensed grower or processor shall conspicuously post signage at the perimeter of the registered location that includes the following information:
 - 1. The statement, "Arizona Department of Agriculture Industrial Hemp Program - No Trespassing Allowed";
 - 2. Licensee's name and license number; and
 - 3. The Arizona Department of Agriculture, Industrial Hemp Program phone number.

R3-4-1008. Compliance; Recordkeeping; Audits

- A. General compliance requirements.
 - 1. All licensees are subject to audits to ensure compliance with the recordkeeping requirements in subsection (B);
 - 2. An authorized Department inspector shall be allowed access to all growing, storage, and processing locations of a licensee's industrial hemp crop, hemp seed, propagative material,

harvested material, handling and processing equipment to conduct a visual inspection and determine if a violation of this article may exist.

B. Recordkeeping. All licensees may be audited to ensure compliance with all recordkeeping requirements. A licensee shall comply with the recordkeeping requirements in this subsection at a minimum. Additional recordkeeping requirements may be established as set in policy and updated annually.

1. All records documenting the growth, propagation, harvesting, storage, agronomic data, shipping, receiving, transportation, distribution, processing, sale, purchase, third party analysis or research of all plants, seeds and materials shall be kept within the state of Arizona and made available for inspection on request.
2. An in-state agent must be maintained for receipt and storage of records.
3. All records shall be maintained for not less than five years.

C. Sampling and testing. All licensees are subject to the collection of a representative sample of any *Cannabis* plant, hemp crop or harvested hemp in possession of the licensee or licensee's agent to determine the total concentration of Delta-9 THC as reported by a certified laboratory to ensure compliance with this article and any state or federal law, rule or order regulating *Cannabis* as an agricultural commodity.

1. Sampling method. The Department shall publish a policy on the methods in which a *Cannabis* plant or crop may be sampled, which may be updated annually as needed.
2. Only an authorized Department inspector may collect an official sample to determine compliance with this article.
3. When collecting an official sample, an authorized Department inspector shall:
 - a. Collect a representative sample of the crop, plants or harvested crop;
 - b. Split the official sample as follows:
 - i. One-third for retention by the Department or to provide to a certified laboratory for compliance with this article;
 - ii. One-third for confirmation of analytical results if required; and
 - iii. One-third that is provided to the licensee for retention or to utilize for additional analysis by a third party laboratory. Any results provided to the licensee by a third party laboratory do not supersede official results.
 - c. Label all official samples with an official sample number, sample date, collector name, location ID, and grower license ID number;
 - d. Apply official custody seals to all official samples; and
 - e. Complete an official chain of custody form that is signed and dated by the inspector and licensee or the licensee's representative.
4. Sample transport and submission. The Department shall not be liable for samples that are detained by any federal, state or local law enforcement agency.
 - a. If a certified laboratory receives a sample with a broken custody seal or incomplete or missing chain of custody, that sample shall be null and void;
 - b. All official samples retained by the Department are the property of the Department; and
 - c. The Department is not liable to reimburse the licensee for official samples collected.
5. Sample results. Any result provided to the Department by a certified laboratory is the property of the state and a copy shall be provided to the licensee.

D. Volunteer hemp plants. It shall be the responsibility of the licensee to monitor and destroy.

R3-4-1011. Notifications; Reports

- A. All notifications and reports for licensees shall be made on forms provided by the Department unless otherwise indicated in this section or as directed by the Associate Director.
- B. Grower Licensees shall notify the Department of the following activity:
 - 1. Notice of intent to harvest no less than 14 days prior to harvest;
 - 2. Intent to transport a harvested crop no less than 72 hours prior to shipment or transport;
 - 3. Notify the Department of any significant damage or destruction of a crop or harvested crop caused by natural or manmade causes within 48 hours of discovery of the damage or destruction.
 - 4. Notify the Department within 14 days if any change in business information including business name, address, contact information or responsible party.
- C. Planting report. Within 7 days after planting, complete and submit a planting report that includes:
 - 1. The Growers license number;
 - 2. The location(s) where a crop was planted (the "site"), expressed in GPS Coordinates and displayed on a map or aerial photo;
 - 3. The variety name(s) of each planting corresponding to the location indicated in subsection (C)(2); and
 - 4. The actual area planted of each site.
- D. Grower and nursery reports. By December 31st of each year, a grower or nursery shall provide the Department a report of the following:
 - 1. The sale or distribution of any industrial hemp grown under the grower's license;
 - 2. The name and address of the person or entity receiving the industrial hemp; and
 - 3. The amount of the industrial hemp sold or distributed
- E. Processor notifications. A licensed processor shall notify the department of all shipments of industrial hemp imported from outside of the state for processing within 72 hours of receipt of the shipment. The notification shall include:
 - 1. A copy of the shipping manifest that indicates the name, physical address, and phone number of the shipper, and the total weight of the hemp commodity in the shipment;
 - 2. A copy of the documentation issued by a regulatory official that attests the hemp commodity contains a Total Delta-9 THC Concentration not greater than 0.300%; and
 - 3. A copy of the industrial hemp grower's certificate, license or equivalent documentation authorizing the production of industrial hemp in that state;
 - 4. A phytosanitary certificate or certificate of inspection issued by a plant regulatory official; and
 - 5. Documentation issued at origin that attests to the owner, origin, type and amount of hemp material in the shipment.
- F. Other notifications. A licensee shall notify the Department within 72 hours from receipt of results of any third party analysis that determined a hemp crop or plant sample contained a Delta-9 THC concentration greater than 0.300%.

R3-4-1012. Unauthorized Activity; Violations

- A. A licensee shall have committed a violation of this article by:
 - 1. Failing to provide a legal description of land on which a licensee grows, processes, stores or researches industrial hemp or hemp seed;
 - 2. Failing to obtain the proper license with the Department;
 - 3. Producing or distributing Cannabis sativa, with a total Delta-9 THC concentration greater than 0.300% on a dry weight basis, unless otherwise permitted by state or federal law, rule or order;

4. Violating a term or condition of the signed licensing agreement or corrective action plan; or
 5. Violating any law, rule, or order in the regulation of industrial hemp.
- B. False Statement.** Any person who materially falsifies any information contained in an application to participate in the program established under this article shall be ineligible to participate in the program.
- C. No unauthorized person shall:**
1. Grow, cultivate, handle, store, harvest, transport, import or process industrial hemp
 2. Trespass on a property registered as an industrial hemp site;
 3. Disturb, damage or destroy an industrial hemp plant or crop on a registered location; or
 4. Tamper, damage or destroy posted signage as required under R3-4-1008.
- D. No authorized program licensee shall:**
1. Offer for sale, trade, transfer possession of, gift, or otherwise relinquish possession of industrial hemp plants, plant parts, or hemp seed that is capable of germination to an unauthorized person;
 2. Destroy an industrial hemp crop, stored industrial hemp or hemp seed without prior notification to the Department.
 3. Transport industrial hemp plants, seed, propagative material or unprocessed harvested industrial hemp without notifying the Department; or
 4. Import or export industrial hemp plants or plant parts for processing; seed or propagative material for planting purposes without notifying the Department and complying with all import or export regulatory requirements as determined by a regulatory official.
- E. Intentional or Knowing Violations.** Any violation that is determined to be committed intentionally or knowingly shall be reported to the State Attorney General and any relevant state and local law enforcement agencies.

R3-4-1013. Corrective Actions

- A.** In addition to being subject to possible license suspension, license revocation, and monetary civil penalty procedures set forth in A.A.C. R3-4-1014, a person who is found by the Department to have violated any law, rule or Director's Order governing that person's participation in the program shall be subject to a corrective action plan.
- B.** The Associate Director may impose a written and dated corrective action plan for a negligent violation of any law, rule or Director's Order governing a person's participation in the hemp program.
- C. Corrective action plans issued by the Department shall include, at a minimum, the following information:**
1. The requirements a person must fulfill to correct a violation of this article as indicated in subsection (D);
 2. A reasonable date by which the person shall complete violation corrections; and
 3. A requirement for periodic reports from the violator to the department about the violator's compliance with the corrective action plan, laws, rules or Director's Orders for a period of at least three (3) years from the date of the corrective action plan.
- D. Corrective Action Plan.** The Department may prescribe one or more of the following provisions to a person in violation of this article.
1. Hemp crops or harvested hemp shall not be removed from the licensee's registered hemp site if found in violation of Section R3-4-1012 (A)(3) by having a Total Delta-9 THC concentration of greater than 0.300% on a dry weight basis.

2. In addition to one or more of the components listed in A.R.S. § 3-317, a corrective action plan may contain one or more of the requirements:
 - a. Stripping stalks and destruction of floral material;
 - b. Sterilization of seed and destruction of floral material;
 - c. THC remediation of leaf and floral material as prescribed by the Associate Director;
 - d. Education and training; and/or
 - e. Other corrective measures prescribed by the Associate Director.
 3. Failure to complete the prescribed corrective measure within the timeframe indicated in the corrective action plan or to complete any component of a corrective action plan shall constitute a second violation of this Article.
 4. The cost of implementing a corrective action plan is the burden of the licensee.
- E. Repeat violations. A person that violates this article, the laws governing the production of industrial hemp, or any order issued by the Associate Director three times in a five-year period shall be ineligible for license issued by the Department for a period of five years beginning on the date of the third violation.

R3-4-1014. Penalties

- A. Civil penalties. A person that violates this article, a licensing requirement, a licensing term or condition, or any other rule or order of the Department within a five year period may be fined as follows:
1. First offense - \$1,000
 2. Second offense - \$2,500
 3. Third offense - \$5000
- B. License suspension. A person that violates this article, a licensing requirement, a licensing term or condition, or any other rule or order of the Department may have their licensing privileges suspended until completion of any corrective actions prescribed in Section R3-4-1013.
- C. License revocation. A person that intentionally violates this article, a licensing requirement, a licensing term or condition, or any other rule or order of the Department, or who commits a third offense within a five year period:
1. Shall have all licenses issued pursuant to this article revoked;
 2. All hemp crops, seed, and harvested industrial hemp of the licensee shall be seized and destroyed as prescribed by the Associate Director.
 3. The person found in violation shall be responsible for the cost of the destruction of all hemp crops, seed, and harvested material; and
 4. The person in violation shall not be eligible for a license under this article for a period not less than five years.
- D. Intentional or knowing violations shall be punished according to A.R.S. §§ 3-319 and or 13-3405.

Here is your 1 link from Eagar, AZ Code of Ordinances in the Municode Library.

Robert Shatz <rshatz@flexintl.com>

To: Britney Reynolds <b.reynolds@eagaraz.gov>

Cc: Robert Shatz <rshatz@flexintl.com>

Fri, Aug 21, 2020 at 10:29 AM

Good Morning, Britney:

It was good to see you yesterday and obtain a clearer understanding of the situation at hand with our four way, face-to-face conversation including Jeremiah and Steve.

The **executive summary** is that we petition the Zoning Board **to allow our conditional use permits** for growing industrial hemp and occupying the building **to expire this year on October 31st, 2020**. Then we will all work together with the City of Eagar and with Steve Hall to start the process to rezone his property as Industrial and Agriculture for 2021. We will bring the Rezoning Application and a check to pay the fee when we meet on Tuesday, September 8th from 6pm in the room to the west with the outside entrance.

Our company's overarching plan is to establish an Opportunity Fund for an Eagar Opportunity Zone and invest \$10 million back into Steve's site to create industry and jobs for the City of Eagar and the region as a whole. We know of many people who had family who worked at the saw mill. We envision firing up the biomass power plant again to:

1. Make fire logs, construction blocks, and converting woody biomass into carbon neutral fuels and additives to employ local people; and,
2. Grow high value-added agriculture (industrial hemp) year round by converting the old sawmill into a greenhouse and growing two crops a season (June 1 to October 31st) in the fields in this region (i.e. Eagar, Springerville, Taylor, St. John, etc.) to provide employ for the Native Americans in the region interested in high-value agriculture.

Working with the City of Eagar, the Economic Region of Northern Arizona in Flagstaff, and for-profit companies in a public/private partnership, our plan for an Opportunity Fund in an Eagar Opportunity Zone is unique and innovative. Most Opportunity Funds set up hotels or real estate deals. Our \$10 million Opportunity Fund would set up a greenhouse at the old

sawmill site to grow industrial hemp year round and produce enough plants at the right time to supply our site and other sites in the region with two crops a season. When we can make public our talks with the White Mountain Apache Tribe, we will be able to talk about manufacturing jobs making commercial products out of woody biomass. We can imagine creating some 200 new jobs on the site over the next three years.

This is why we will petition the Zoning Board and City Council to change our zoning next year to both **Industrial and Agriculture**.

Finally, on the topic of **Compliance with all Town Ordinances and Rules**, we would humbly submit: the fact is that state law 'preempts' city law. We have followed the federal and state protocol to earn a license from the Arizona Department of Agriculture under the Farm Bill of 2018 passed by Congress, signed by President Trump and approved by Governor Ducey for the State of Arizona. We will gladly pay the fees required by the city for the license (\$1,000). At the same time, we assert that the copy of the GrowFast license to grow industrial hemp by the State of Arizona that I handed to you yesterday, Britney, and the State of Arizona statutes that I have already sent to you covers the appropriate certification, protocols, and requirements at the federal, state, and, therefore, local levels until the state license expires on December 31st, 2020.

Here is an example and the reasoning behind it:

Conflicting City and. State Law

E-Newsletter Edition: October 3, 2007

Response Provided By: Brian S. Batterton

Always note that state law may be more restrictive on police power than the U.S. Constitution.

QUESTION:

Is there any statutory or case law making it a criminal offense for city council members to order police not to enforce state laws? Example: City passing an ordinance allowing the use of marijuana, and trying to stop the police from enforcing state law prohibiting possession.

ANSWER:

Generally, state statutes and state constitutions regulate the power of a city to enact ordinances. Usually city ordinances that directly conflict with a state statute are not allowed. In other words, state statute usually "preempts" cities from enacting ordinances that are in direct contradiction to the state law.

For example, in Michigan, *MCLS § 117.4j* states that municipalities have "authority to pass all laws and ordinances relating to its municipal concerns subject to the constitution and general laws of this state [emphasis added]." This has been held by case law to mean that a municipality is not allowed to enact an ordinance if the ordinance is in direct conflict with the statutory scheme, or if the statutory scheme occupies the field of regulation which the municipality seeks to enter

even where there is no direct conflict between the two schemes of regulation. *Sherman Bowling Center v Roosevelt Park* (1986) 154 Mich App 576, 397 NW2d 839.

Considering that state statute prohibits the possession of marijuana, it is unlikely that a city ordinance that allowed the use or possession of marijuana would be permissible.

Likewise, considering that state licensed GrowFast Farms, Inc. to grow industrial hemp, it is **unlikely** that the Eagar ordinance defining industrial hemp in a different way from the state (i.e. 'medical marijuana') and establishing a different protocols would be permissible if challenged in a court of law...

In conclusion, we petition the Zoning Board to allow our conditional use permits for growing industrial hemp and occupying the building to expire this year on October 31st, 2020. We are willing to pay any additional fees due to our mistake for purchasing a business license instead of a medical marijuana license.

Then we will all work together with the City of Eagar and with Steve Hall to start the process to rezone his property as Industrial and Agriculture, bring in private sector investors, and establish an Opportunity Zone with an Opportunity Fund in Eagar, Arizona in time for the 2021 growing season. Working together, we are confident that we can execute on these plans.

Respectfully submitted,

Robert

Robert Shatz

Chief Executive Officer

GrowFast Farms, Inc.

(520) 256-1522

rshatz@flexintl.com



Year : **2020**

License N^o : **AZ-G200371**



INDUSTRIAL HEMP GROWER LICENSE

Title 3 - Chapter 2 - Article 4.1

This license is hereby issued to Robert Shatz of Growfast Farms, Inc (Licensee), pursuant to A.R.S. § 3-314 and the rules and orders adopted by the Director of the Arizona Department of Agriculture (Department). The licensee is authorized to grow industrial hemp in the State of Arizona. The licensee is responsible for the actions of the designees or agents of the licensee in relation to the compliance with the rules and regulations for the growing of industrial hemp. This license will expire on the expiration date listed below if not renewed and is subject to suspension or revocation for violations of the laws, rules and orders of the Department regulating industrial hemp.

This license is authorized on June (Month), 2nd of the year 2020 (Year).

G. John Caravetta, Associate Director

December 31, 2020

Expiration Date



**Arizona Department of Agriculture
Industrial Hemp Program**



License #: AZ-G200371

Investment Opportunity

Contact Robert Shatz, Chief Executive Officer

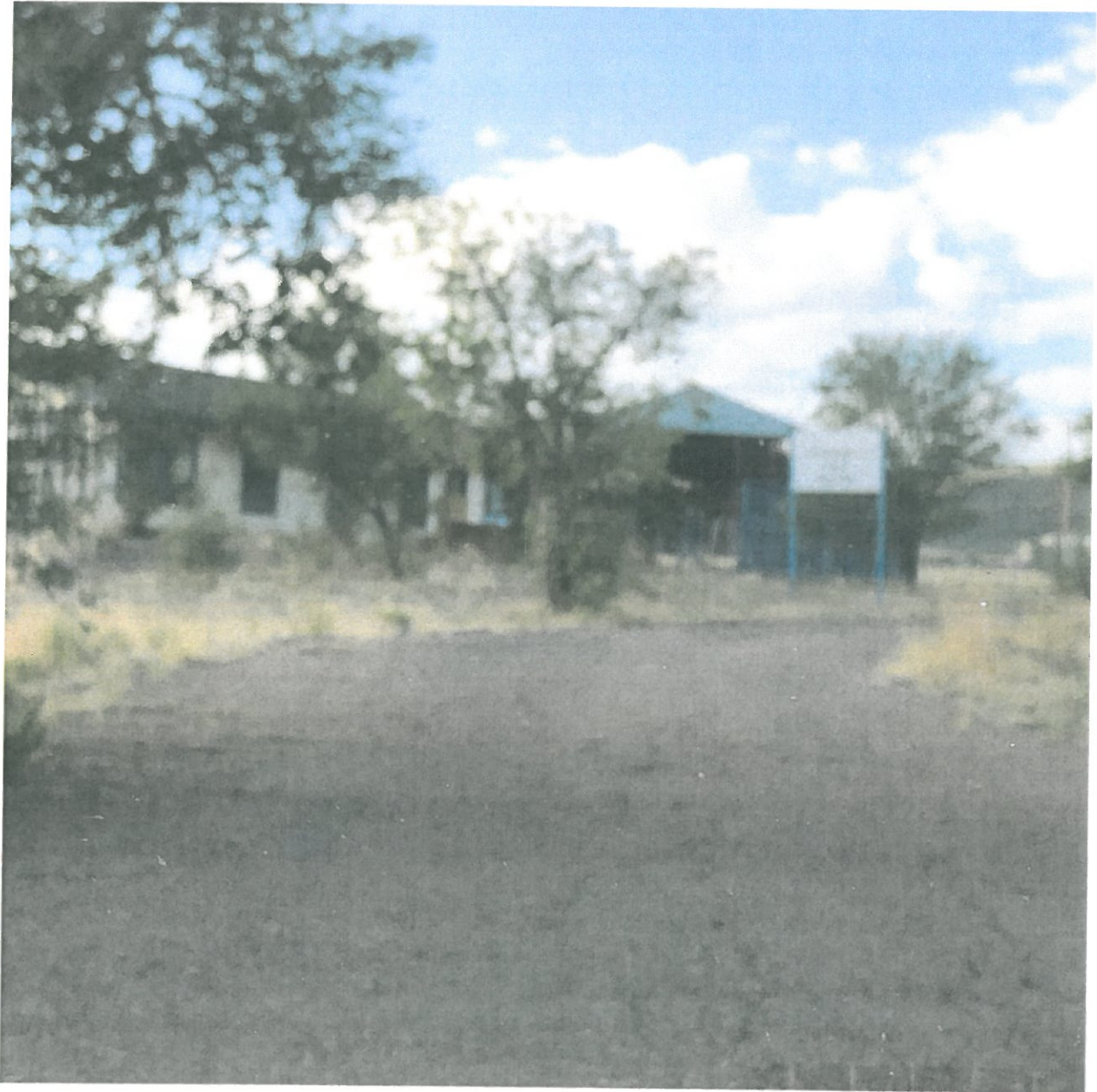
rshatz@flexintl.com

520-256-1522

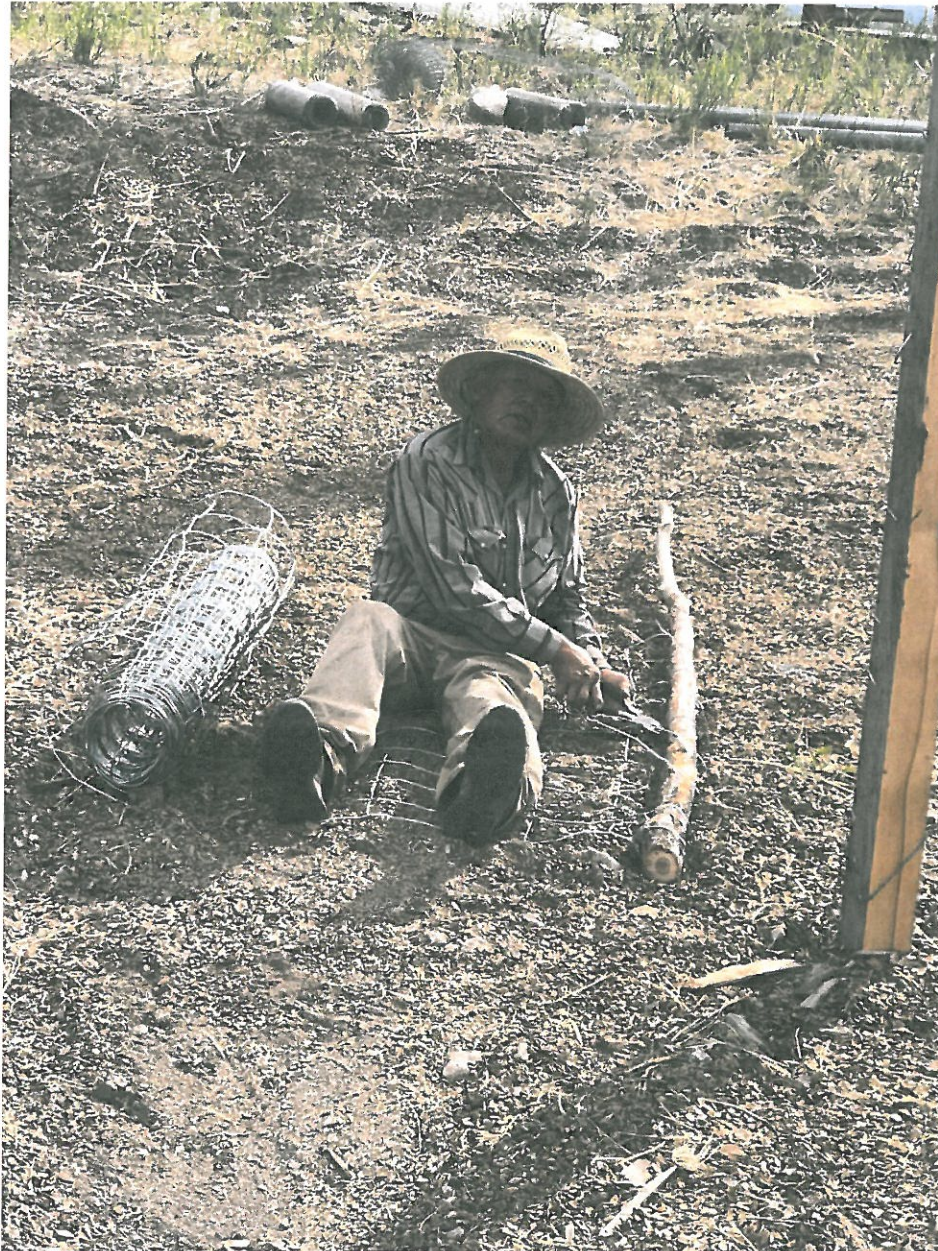


Chief Operating Officer, Ronald Larzelele (White Mountain Apache Tribe)
Chief Grow Officer, Adam Brimley, (decades of THC growing experience)

Corporate Headquarters of the 128-acre facility.



It used to be a paper mill, and Carbontech Global and GrowFast partner and Chairman, Steve Hall, turned it into a biomass power plant. That died 7 years ago when the Arizona Corporation Commission sought cheaper electricity outside the State of Arizona. GrowFast Farm's corporate offices has 8 rooms, a kitchen with men and women's toilet. We set up a washing machine and a shower outside. This is how we have minimized expenses.



Milo Altaha

White Mountain Apache Elder from a family of Medicine Men ("Dream Catchers"). Milo asks us to "Be at One with Mother Earth, sings prayers to the 'girls' (all female plants), for us, and for the planet Earth. Milo works as a Jack of all trades from electricity to plumbing to fence making... (Yes, we see the makings of an inspirational feel good movie.)



Chief Development Officer, Rich Alsup, and Chief Technology Officer, David Vernon. Rich is working on both buying and selling other's CBD for a commission as well as coordinating with Adam Brimley to find the best price for our flowers. Right now, he is in talks with a buyer in Canada for a price of \$500-\$600/pound.

David designed the experiment for the metabolic infusion of nutrients with the product developed by Dr. Justin Cannock. With his product, we are expecting to exceed 2 pounds of flowers per plant. For an average of 2 pounds of flower per plant x 2,750 plants x \$500/lb = **\$2,750,000 in revenue by November 2020.**



Milo, Martin, his son, and Ronald's two sons – Daniel, Daniel, and David. Martin is the star of the team. All White Mountain Apaches, Martin does the work of two!



David Gregg – White Mountain Apache Tribe. His father died last month, and Ronald's family has taken him in and asked him to join the team after we began. David is the Star in Training. Versatile, strong, flexible, sensitive, and a total team player! Just like other ambitious men, we are only looking for the opportunity to perform.



Robert Shatz, Chief Executive Officer, Ronald, and the Growers David, Daniel, (Robert, Ronald), Milo, Martin, David, and Daniel

GrowFast Farms, Inc. represents a holy congregation on a holy mission to provide therapeutics to people in need. We have been preparing for this opportunity for ten years under the guise of CarbonTech Global. The growers are all relatives and maintain close family ties. Steve Hall, owner of the property is Chairman, and partners include Robert Hennkens, Chief Information Officer, Doug Fant, of Counsel, Rich Alsup, Ronald, and Robert. We have known each other for over ten years, and we are putting into operations our ideas for the first time as a team! We are working on a model of sweat equity - \$500 cash up front, room and board for the season at the corporate office, and \$100,000 bonuses (\$25,000 in cash and \$75,000 in university scholarships for the youth and \$100,000 for the adults).



Egar, Arizona is a 5-hour drive from Tucson to the north and east. It lies in Apache county south Springerville and south of the Navajo nation.



GrowFast Farm's Egar site is 128 acres with water, electricity, an office building, and room to grow plants outside one season per year.



The Main Investor

When I was asking Thunderbird Students to reach out to Alumni, Steph Willard'17 introduced me to an Alumni who introduced me to his boss, Mr. Alan Thomas of Green Tree Management out of Wall Street. Alan allowed me to work with one of his companies to raise money until the technology proved not up to the task. I asked Alan to invest into CarbonTech, and he told me that he could not raise millions in weeks. I asked him how much could he raise, and he said, "hundreds of thousands."

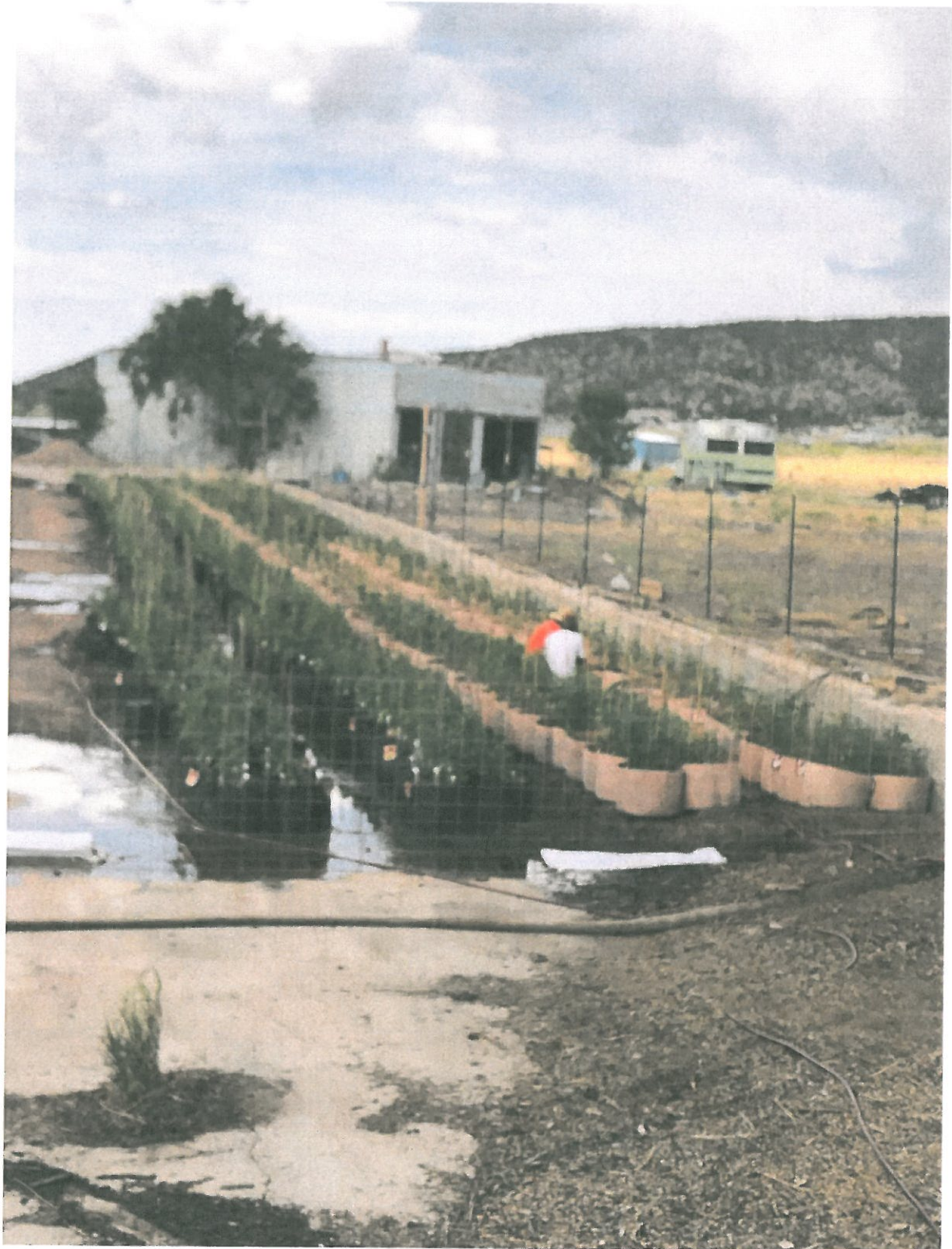
Chairman Steve Hall had been talking about CBD oils the day before, and I asked Alan if he would accept Steve's call. When they talked, Alan complained about arthritis in his dogs, and Steve suggested that CBD would help relieve the issue.

So we put together a contract where Alan would raise up to \$300,000, and we would pay the investor back 200% or three times the investment amount for a total of up to \$900,000. So far, Alan's team has raised \$70,000, and the other \$40,000 has been raised by Robert and his friends.

Adam Brimley, the Chief Growing Officer, told me that he has never seen a team execute in such a short time frame on such a shoe string budget in his decades of growing. And we are calculating that we need only \$15,000 to cover the upcoming harvest. That is why we are inviting investors to put up a minimum of \$1,000 for a 3x return. With my background in stocks and bonds, I will only talk to my friends who understand this is risk capital and that farming is one of the riskiest businesses. I will not introduce this deal to people outside my circle.

Conclusion

This round we are emphasizing return on investment. Our plan is to ask for \$500,000 next year and expand to sites in Arizona (Marana, Tubac, etc) where there are more than one growing season per year. We will be planting seeds and transplants, and we will be allowing investors to take an equity stake in GrowFast Farms, Inc. from 2021.



Please come and join us!

LEASE AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, this Lease Agreement ("Lease") is entered into this 10th day of April 2020, by and between:

Environmental Forest Solutions LLC, an Arizona limited liability company, located in or near Eagar, Arizona, and hereafter referred to as "Lessor"; and Growfast Farms, Inc., an Arizona corporation, located at Tucson, AZ, hereafter referred to as "the Lessee."

Lessor and Lessee may be collectively referred to as "Parties".

I. Property Description.

Lessor hereby leases to the Lessee, to occupy and use for agriculture and any other purposes within the property's zoning classification, the real property described in Attachment A ("Lands"), to be utilized primarily by Lessee for the growing of agricultural crops and for uses in conjunction with the growing of those crops, including but not limited to harvesting, storing, and transporting purposes, all subject to the following terms:

II. General Terms of Lease.

A. Time Period Covered. The provisions of this lease shall be in effect for ten year(s) ("Primary Term"), commencing on April 10, 2020. This lease shall continue thereafter in effect for an initial ten-year term until 11:59 p.m. on April 10, 2025, and then shall continue from year to year thereafter unless written notice of termination is given by either party to the other at least 90 days prior to the April 10, 2025 expiration of this lease or before the end of any year of continuation.

B. Annual Rent. Commencing on April 10, 2020, Lessee shall pay an annual rent payment each year during the term of the Lease pursuant to the terms of "Section IV Rental Payment" below.

C. Right of Renewal for Agricultural Purposes. Prior to lease termination, if the Lessee has reasonably operated within the terms of the Lease, then the Lessee will have the right of first refusal for use for agricultural and other purposes for all or any portion of the Lands for two years after the date of termination.

D. Amendments and Alterations. Any amendment or alteration to this lease shall be in writing and shall be signed by both the Lessor and Lessee.

E. No Partnership Intended. The Parties understand and agree that this lease shall not be deemed to be, nor intended to give rise to, a partnership relationship.

F. Transfer of Property. If the Lessor, his heirs, executors, administrators, successors or assigns provides written notification to Lessee of Lessor's intent to sell or otherwise voluntarily transfer title to the lease or any portion thereof, any such action is subject to the Lessee's right to counteroffer any such proposed transfer or sale for 45 days from written notification of such transfer or sale at a price/acre equal to or greater than the current offer.

F. Right of Entry. The Lessor, as well as agents and employees of the Lessor, reserve the right to enter the farm at any reasonable time to a) consult with the Lessee; b) make repairs, improvements, and inspections; and c) (after notice of termination of the lease is given) do customary seasonal work, none of which is to interfere with the Lessee in carrying out regular operations.

G. No right to Certain Subleases. The Lessee shall not sublet any part of the farm or to assign the Lease to any person or persons whomsoever, for purposes of hunting, trapping or other recreational uses. Subleases for agriculture operations will be permitted with written permission by Lessor.

H. Binding on Heirs. The provisions of this Lease shall be binding upon the heirs, executors, administrators, successors and assigns of both Lessor and Lessee in like manner as upon the original Parties, except as provided by mutual written agreement.

I. Water Supply. Lessee may move offsite water onto Lease Lands in support of such farming activities.

III. Land Use.

A. Agricultural and Ancillary Uses. The Lands will be used to grow organic hemp and related items. Lessee intends to use the Lands primarily for agricultural and ancillary uses. Lessee shall have the sole and exclusive discretion in determining the suitability of, and intention to grow specific crops on the leased land.

B. Improvements. Lessor agrees that Lessee may make agricultural-related improvements to the Lease Lands. Those may include wells, leveling, clearing, ditches, fences, pipelines, and any other improvement which may enhance the value of the land for farming. Lessor shall reimburse Lessee for the value of Non-Removable Improvements as follows:

1. Removable Improvements. These are typically above-ground and may be removed by Lessee, and include center pivots, motors, etc.
2. Non-Removable Improvements. These include wells, ditches, fences, and pipelines. The value of each improvement, or formulas to make such calculations, are specified on Attachment B. The non-removable improvements will be amortized prorata over a 10-year life, with the exception of any well or wells which will be amortized prorata over a 20-year life.

Upon termination of this Lease, or sale of all or a portion of the Lease Lands, or alternatively if Lease Lands are leased by Lessor to another lessee, the non-removable improvements on those portions of the Lease will be appraised (by a licensed appraiser) retroactively using the effective date as the actual date or dates the improvement was placed. The improvement will then be depreciated prorata based on the schedule attached to this Lease and Lessee shall be remunerated by Lessor for the remaining prorated value within 90 days of the date of termination, sale or lease.

IV. Rental Payment.

A. Annual Cash Rent.

1. **Obligation.** Commencing on December 10, 2020, and annually thereafter on the same date during the term of the Lease, Lessee shall pay an annual cash rent to Lessor. Lessee shall have a two-week grace period after the due date of any such payment to make the payment, and payment within the grace period shall be considered timely payment under the terms of the Lease. The annual cash rent shall be paid on a per acre basis/year as follows:

2. **Rent Rate.** Initial rent rate for the Lands shall be \$33/acre/year. Then once a portion of any acre on any of the leased parcels is planted with a crop, the annual rent shall escalate (pro-rata for the initial year of escalation) up to \$100 per planted acre/year for that acre for the remainder of the Lease term. Lessee also agrees to work in a reasonable manner in an effort to bring all of the Lands into a farmable condition.

3. **Address for Payment.** The Lessor's rental payments shall be sent via regular mail to the address: Steven Wayne Hall, 1400 N. 32nd Street, ShowLow, Arizona 85902.

The Parties may also agree that payments may also be arranged, with the payor and payee parties' consent, to be forwarded electronically.

[B. Annual Escalation. Each year, after the anniversary date of this lease, the annual cash rent shall increase by 1.0% from the previous annual cash rent.]

C. Payment Due. If rent is not paid when due, the Lessee agrees to pay interest on the amount of unpaid rent at the rate of 6% per annum after the 14th day after the end of the grace period. If any rent payment in the primary term of this lease becomes overdue for more than 90 days, then an interest rate of 1.5%/month shall be paid on the balance due). Lessor also reserves the right to terminate lease with a 15-day cure notice at any time after the 90 days.

E. Hemp Reimbursement. If the Lease or any portion thereof is terminated prior to the end of the Primary Term, then Lessor shall reimburse Lessee as follows for that land which is then currently planted to hemp according to the following schedule:

1st year hemp- \$4.50 per plant
2nd year hemp- \$3.50 per plant
3rd year hemp - \$1.50 per plant

V. Operation and Maintenance.

In order to operate these Lands efficiently, the Parties agree as follows:

A. Lessee agrees:

1. General Maintenance. To provide the labor and pay all costs of operations necessary to maintain the farm and its improvements in good condition as it was in the beginning. Normal wear and tear, depreciation, and damage from causes beyond the Lessee's control are exempted.

2. Noxious Weeds. To use diligence to prevent noxious weeds from going to seed on the Lands.

3. Conservation. To control soil erosion according to an approved conservation plan; keep in good repair all terraces, open ditches, inlets and outlets of tile drains, and ponds; preserve all established watercourses or ditches including grassed waterways and field borders; and refrain from any operation or practice which will materially injure such structures.

4. Damage. Upon termination of the Lease, to pay the Lessor reasonable compensation for any damages to the farm for which the Lessee is responsible. Any decrease in value due to ordinary wear and tear, depreciation or damages outside the control of the Lessee is excepted.

B. The Lessor Agrees:

1. Loss Replacement. To replace or repair as promptly as possible the Lessor's equipment regularly used by the Lessee which may be destroyed or damaged by fire, flood, or other cause beyond the control of the Lessee or to make rental adjustments in lieu of such replacements.

2. Removable Improvements. The Lessor agrees to let the Lessee remove such improvements even though they are legally fixtures at any time this Lease (or relevant portion thereof) is in effect or within 90 days thereafter, provided the Lessee leaves in reasonable condition that part of the farm from which such improvements are removed. Any improvement removed by Lessee shall not be considered a non-removable improvement for compensation purposes, if any, under Section III.B.2 above.

C. Both Parties Agree:

1. Not to Obligate Other Party. Neither party hereto shall pledge the credit of the other party hereto for any purpose whatsoever without the consent of the other party. Neither party shall be responsible for debts or liabilities incurred, or for damages caused by the other party.

2. Mineral Rights and Wind/Solar Development. The Lessor shall have the right to enter into agreements for the development of petroleum, mineral, wind, or solar resources on the property, and may also authorize third parties to enter the property to survey, construct, and/or operate the facilities reasonably necessary to develop those resources. The Lessor agrees to reimburse the Lessee for any actual damage suffered for crops and improvements destroyed by these activities and to release the Lessee from obligation to continue farming the Lease Lands or portion thereof when and if development of such resources interferes materially with the Lessee's opportunity to make a satisfactory return.

3. Environmental Issues. The Lessee shall conduct all operations on the property in a manner consistent with all applicable local, state, and federal environmental codes, regulations, and statutes. The Lessee shall be solely responsible for securing any permits or approvals necessary for his or her activities on the property. In the event of any legally prohibited release of materials to the environment, the Lessee will defend, indemnify, and hold the Lessor harmless for any costs of environmental cleanup and restoration as well as any penalties, fines, judgments or other amounts incurred by landowner as a result of such release.

4. Arbitration of Differences. The Parties shall initially attempt to settle any controversy or claim arising out of or relating to this contract, or the breach thereof, by direct management discussions. At any time 30 days after any such claim or controversy arises, then the claim or controversy shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Arbitration shall take place at a mutually agreeable location in Maricopa County, Arizona.

5. Applicable Laws. This Lease shall be governed by and construed in accordance with the laws of the State of Arizona without regard to applicable conflict of laws provisions.

6. Counterparts. This Lease may be executed in counterparts, including by facsimile or PDF, all of which shall be considered original upon execution by one of the Parties.

Growfast Farms LLC.

By: Robert Shatz 8/20/20
Robert Shatz
Chief Executive Officer

Environmental Forest Solutions LLC

By: Steve W. Hall 8/20/20
Steve Hall
Chief Executive Officer

Attachment A

Town of Eagar, Arizona, Parcel #104-29-003C of 84.11 acres and Parcel #104-29-002A of 39.5 acres.

Attachment B

Values/Formulas for Designation of Values of Lessee's Non-Removable Improvements

1. The non-removable improvements will be amortized over 10 years, with the exception of any well or wells which will be amortized over 20 years. The term "well" includes the access to groundwater from an underground aquifer. The non-removable parts of a well shall include the well casing and the cost of drilling the hole.
2. Non-removable improvements will consist of the well casings and drilling, electrical and water pipelines and clearing and leveling. The value schedule for the non-removable improvements will be based on a cost new as: Wells \$1,250 per gross acre; Leveling and clearing \$400 per gross acre; Pipelines \$350 per gross acre. The base value will not exceed \$2,000 per gross acre.

Law Offices of Douglas V. Fant

3655 West Anthem Way

Suite A – 109 PMB 411

Anthem, AZ 85086

602-770-5098 • dfantlaw@earthlink.net

Arizona Department of Agriculture
Plant Services Division
Industrial Hemp Program
1688 W Adams St.
Phoenix, AZ 85007

Anthem, AZ
May 28, 2020

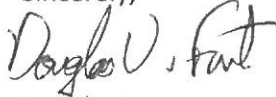
Re: Growfast Farms Inc., Industrial Hemp Program Application- Grower's License

Ladies and Gentlemen:

Please find enclosed Growfast Farms' application, including supplemental forms, data, and maps, for a grower's license under the State of Arizona's Industrial Hemp Program. A check for \$1500 made payable to the Arizona Department of Agriculture has been included. Thank you for your time and efforts on this application.

Enclosures

Sincerely,

A handwritten signature in black ink that reads "Douglas V. Fant". The signature is written in a cursive, flowing style.

Douglas V. Fant

For Growfast Farms Inc.



<input checked="" type="checkbox"/>	New
<input type="checkbox"/>	Renewal
	1 Year
	2 Year
<input type="checkbox"/>	Transfer

INDUSTRIAL HEMP PROGRAM APPLICATION

Dept. Use Only			
Date Received: _____	Received by: _____	Date Accepted: _____	License No: _____
Lawful Presence <input type="checkbox"/> Initial: _____	Fingerprint Clearance <input type="checkbox"/> Initial: _____	Business Licensed <input type="checkbox"/> Initial: _____	
Check No: _____	Line No: _____	Amount Collected: _____	

STEP 1: BEGIN THE APPLICATION PROCESS:

Please type or print clearly. Incomplete or illegible forms will be returned.

CHOOSE TYPE OF APPLICANT:

The "applicant" is either the name of the individual licensee (the sole proprietor), or the name of the business, that will be printed on your license.

Choose ONE option below and fill in the appropriate section: Choose Either (A) Business or (B) Sole Proprietor.

A) Applying as a business:

<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> S-Corp	<input type="checkbox"/> LLC	<input type="checkbox"/> Partnership	<input type="checkbox"/> Co-Op	<input type="checkbox"/> Registered	<input type="checkbox"/> Trade Name
Name of business:						
GrowFast Farms, Inc.						

*This will be the name that appears on the license.

B) Applying as an Individual/Sole Proprietor:

In order to apply as a Sole Proprietorship, a Citizenship Immigration Verification Form must be completed by the Sole Proprietor. Sending in the application without a completed a Citizenship Immigration Verification form will delay processing until the form is received.

Sole Proprietorship Applicant(Individual's Name):

*This will be the name that appears on the license.

CHOOSE TYPE OF LICENSE(S) (Descriptions are found in A.A.C R2-4-1003)

<input checked="" type="checkbox"/> Grower	<input type="checkbox"/> Harvester	<input type="checkbox"/> Transporter	<input type="checkbox"/> Processor	<input type="checkbox"/> Nursery
--	------------------------------------	--------------------------------------	------------------------------------	----------------------------------



Application Information

Last Name:	First Name:	Tax ID or SSN:
Shatz	Robert	85-108-6904
Mailing Address:		
4293 N. Placita de Susana		
City:	State:	Zip Code:
Tucson	AZ	85718
Email:	Phone Number:	Alternate Phone Number:
rshatz@flexintl.com	520-577-6990	(c) 520-256-1522

Has the applicant ever been denied, debarred, suspended, revoked, or otherwise prohibited from participating in any public procurement or licensing activity? ☐ YES ☒ NO

If "YES", Explain:

Are you applying to establish an industrial hemp operation as a member of an Indian Tribe/Community or as a tenant on Indian Tribal/Community lands? ☐ YES ☒ NO (If "YES", the applicant will be contacted with further instructions.)

Are you applying as part of a non-profit research program? ☐ YES ☒ NO (If "YES", the applicant will be contacted with further instructions.)

If applying for Harvester and/or Transporter licenses in addition to a Grower license, will you be harvesting or transporting products for any other entities? ☐ YES ☒ NO ☐ NOT APPLICABLE (If "NO", the fee for Harvester and/or Transporter licenses will be waived)

STEP 2: POINT OF CONTACT

This will be the only person authorized to receive correspondence either by mail, email or phone from the Department.

Last Name:	First Name:	Title
Shatz	Robert	Manager
Mailing Address:		
4293 N. Placita de Susana		
City:	State:	Zip Code:
Tucson	AZ	85718
Email:	Phone Number:	Preferred Method of Contact:
rshatz@flexintl.com	520-577-6990	Email



STEP 3: INFORMATION FOR PUBLIC POSTING

Complete the following information to be posted to the Department's website,
(<https://agriculture.az.gov/plantsproduce/industrial-hemp-program>) once the applicant is issued a license.

Name:		Business Name (If Applicable):	
Robert Shatz		Growfast Farms, Inc.	
Business Address:			
975 Water Canyon Road			
City:	State:	Zip Code:	
Eagar	AZ	85925	
Business Email:		Phone Number:	
rshatz@flexintl.com		520-577-6990	

STEP 4: PROGRAM ELIGIBILITY

Level 1 Finger Print Clearance

Card ID Number:
State of AZ DPS Level I 2020J04703

Lawful Presence

Arizona Revised Statute § 41-1080 requires that an individual applying for a license issued by the Department (i) for the purpose of operating a business in Arizona or (ii) to someone who provides a service to any person where the license is necessary in performing that service—must submit certain documentation that satisfactorily demonstrates that the applicant is lawfully present in the United States. If the documentation does not contain a photograph of the applicant, the applicant must also present a government issued document that contains a photograph.

Directions: All individual applicants for a license or certification covered by this statute must complete this form and provide evidence by submitting a copy (front and back) of one or more documents from the list on the following page declaring citizenship or lawful alien status with an application. If the documentation of lawful presence does not have a photograph, a government issued identification with photograph must be provided. If the Department has evidence of previously submitted proof of United States citizenship or a non-expired work authorization issued by the federal government, it is not necessary to provide this documentation again. Please DO NOT provide a copy of your Social Security card.

(Continued on Next Page)



APPLICANT INFORMATION

APPLICANT'S LEGAL NAME (Print or type)

Robert Walter Shatz

EVIDENCE OF CITIZENSHIP, NATIONAL OR ALIEN STATUS

Evidence of Citizenship – Please check the box corresponding to the document you are providing. The following documents need only be supplied once as long you remain certified.

- ☐ A birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time) (unless the applicant was born to foreign diplomats residing in such a jurisdiction);
- ☐ Form N-550 or N-570, United States Certificate of Naturalization
- ☐ Form DD-214 (Report of Separation Military Discharge Document) showing US Place of Birth
- ☒ United States Passport; or A foreign passport with a United States visa.
- ☐ Report of birth abroad of a U.S. citizen (FS-240) (issued by the Department of State to U.S. citizens); Certificate of Birth (FS-545) (issued by a Foreign Service post) or Certification of Report of Birth (DS1350); Statement provided by a U.S. consular official certifying that the individual is a U.S. citizen
- ☐ Form N-561, Certificate of Citizenship
- ☐ Form I-197, United States Citizen Identification Card
- ☐ Form I-873 (or prior versions), Northern Marianas Card
- ☐ Statement provided by a U.S. consular official certifying that the individual is a U.S. citizen (given to an individual born outside the United States who derives citizenship through a parent but does not have an FS-240, FS-545, or DS-1350)
- ☐ Form I-872 (or prior versions), American Indian Card with a classification code "KIC"; A tribal certificate of Indian blood; or A tribal or bureau of Indian affairs affidavit of birth.

(Continued on Next Page)



Evidence of Lawful Presence – please check the box corresponding to the document you are providing. The documents listed below must be submitted with every new certification application and certification renewal, no exceptions.

- ☒ Arizona Driver's License issued after 1996.
- ☐ A driver's license issued by a state that verifies lawful presence in the United States; which does not include Alaska, Hawaii, Iowa, Illinois, Michigan, Montana, North Carolina, Nebraska, New Mexico, Nevada, Oklahoma, Oregon, Rhode Island, Texas, Utah, Vermont, Washington, or Wisconsin; unless the driver's license is compliant with Federal Real ID requirements.
- ☐ Form I-551 (Alien Registration Receipt, Resident Alien, or Permanent Resident Card; aka Green Card)
- ☐ Form I-766 (Employment Authorization Document)
- ☐ Form I-94 (Arrival/Departure Record)
- ☐ Form I-688B (Employment Authorization Card)
- ☐ Unexpired temporary I-551 stamp in foreign passport or on Form I-94
- ☐ Order from an immigration judge showing deportation withheld
- ☐ Order of an immigration judge granting asylum
- ☐ Grant letter from the Asylum Office of the U.S. Citizenship and Immigration Service

DECLARATION

All applicants must complete this section.

I declare under penalty of perjury under the laws of the state of Arizona that the answers I have given are true and correct to the best of my knowledge and that the document(s) submitted demonstrating lawful presence are true.

Robert Hartz
Applicant's Signature

Mar 27, 2020
Today's Date



STEP 5: AUTHORIZED SIGNATURE

By signing this application, I certify, agree, understand and acknowledge the following:

1. The information in this entire application, including all subparts and attachments, is complete, current, correct, and not misleading.
2. Any misstatements or omissions (whether intentional or unintentional) on this application may constitute cause for denial of my application.
3. A photocopy of this application, including this attestation, the authorization and release of information form, and any or all attachments, has the same force and effect as the original.
4. While this application is being processed, I agree to update the information originally provided should there be any change in the information.
5. No action will be taken on this application until it is complete and all outstanding questions/ommissions regarding the application have been resolved.
6. The information provided by the applicant is considered public record and may be subject to a public records request for disclosure. If the applicant does not want personal phone numbers, email addresses, or street addresses disclosed, that personal information should not be used as business contact information.
7. I acknowledge that approval of an application is at the reasonable discretion of the department and that completing an application is no guarantee that a license will be approved.

Robert Ahty

Applicant's Signature

Mar 27, 2020

Today's Date



STEP 6: Licensing Agreement

The purpose of this Licensing Agreement is to acknowledge the responsibilities of the licensee holding an industrial hemp license as authorized by A.R.S. § 3-306 and A.A.C. R3-4-1003(E).

The applicant agrees to:

- Provide access, for authorized Department inspectors, at any time, to all hemp and hemp seed, planted or stored, and all records to determine compliance with this article and any state or federal law, rule or order regulating cannabis as an agricultural crop.
- Maintain all records, as stated in section A.A.C. Title 3, Chapter 4, Article 10, R2-4-1008.
- Pay all required fees indicated in A.A.C. Title 3, Chapter 4, Article 10, Table 1.
- Comply with all pesticide use restrictions.
- Comply with all seed laws of the state.
- Defend, indemnify, and hold harmless the Department from liability for the destruction of any crop or harvested plant in violation of this article. This indemnity shall not apply if the applicant is an agency, board, commission, or university of the State of Arizona.
- Be solely responsible for all financial or other losses.
- Be solely responsible for all land use restrictions, applicable city and county zoning, building, and fire codes and ordinances.
- Follow all regulatory, notification and reporting requirements of A.A.C. Title 3, Chapter 4, Article 10.

The applicant acknowledges:

- All information provided on the application, forms, maps and/or aerial photos have not altered since they were submitted to the Department.
- A license is valid during the calendar year it was issued. Licenses expire on December 31st.
- License renewal applications are due by December 15th.
- All license fees paid are non-refundable.

Robert Shatz

Growfast Farms, Inc.

Name

Company

Robert Shatz

Applicant's Signature

May 27, 2020

Today's Date



STEP 7: APPLICATION FEES (A full list of program fees can be found in Table 1. of A.A.C R3-4-1005)

New Applications:

Initial License				
Type of License	Fee		Calculate Fees	
Grower	\$1,500.00	⇒	1500.00	+
Nursery	\$1,000.00	⇒		+
Harvester	\$150.00	⇒		+
Transporter	\$150.00	⇒		+
Processor	\$3,000.00	⇒		+
Total Amount Due			1500.00	

Renewal Applications:

Licenses are not automatically renewed. Applicants must submit a renewal application for either a one year or two year license along with license fees which are in the table below. Any additional licenses, required during a period in which a valid license is already issued, will automatically expire with existing licenses. For example, if you select a two year renewal for existing license(s) any additional license acquired will receive the same expiration date.

Renewal License				
Type of Renewal	Type of License	Fee		Calculate Fees
1 Year	Grower	\$1,500.00	⇒	+
	Nursery	\$1,000.00	⇒	+
	Harvester	\$150.00	⇒	+
	Transporter	\$150.00	⇒	+
	Processor	\$3,000.00	⇒	+
2 Year	Grower	\$3,000.00	⇒	+
	Nursery	\$2,000.00	⇒	+
	Harvester	\$300.00	⇒	+
	Transporter	\$300.00	⇒	+
	Processor	\$6,000.00	⇒	+
Total Amount Due				

All application fees are due with the applications in the form of check or money order. All checks or money orders must be payable to the **Arizona Department of Agriculture**.

Please note that once an application is approved and license is issued, application fees are non-refundable. If you have any questions or concerns please call (602) 542-0955 or send an email to azhemp@azda.gov.



AZDA
ARIZONA
DEPARTMENT
OF AGRICULTURE

ARIZONA DEPARTMENT OF AGRICULTURE
PLANT SERVICES DIVISION - INDUSTRIAL HEMP PROGRAM
1688 W. ADAMS ST., PHOENIX, AZ 85007
602-542-0955
azhemp@azda.gov

INDUSTRIAL HEMP PROGRAM LOCATIONS SUPPLEMENT

Dept. Use Only

Date Received: _____ Received by: _____ Date Accepted: _____
Correct Maps Included ☐ License No: _____

Please complete appropriate sections in table below.

Grower		
Total No. of Outdoor Planting Sites:	Total Outdoor Acres:	
One	eight (8) acres	
Total No. of Indoor Growing Facilities:	Total Indoor Sq. Ft.:	
None	None	
Harvester		
Total No. of Harvester Operations:	n/a	
Transporter		
Total No. of Transporter Operations:	n/a	
Processing		
Total No. of Processing Facilities/Units:	n/a	
Hemp Parts to be processed (Check All That Apply)		
<input type="checkbox"/> Stalk / Fiber	<input type="checkbox"/> Sterile Seed	<input type="checkbox"/> Flower/Leaves
<input type="checkbox"/> Seed for Planting	<input type="checkbox"/> Hurds	<input type="checkbox"/> Roots
<input type="checkbox"/> Other: _____		
Nursery		
Total No. of Nursery Sites:	Total Area in Sq. Ft. to Register:	
None	n/a	

Provide a list of all additional addresses you wish to register by completing the tables on the next page.

Note the Following:

- GPS coordinates for each field and building shall be provided, in decimal degrees, to at least five decimal places (for example, 33.54321).
- The Department shall be notified PRIOR to any additions or changes to the GPS coordinates list for growing sites after submission of the application.
- A map is required of each address and include all items listed in the *Instructions for Creating Maps*.
- Location IDs used in the tables MUST be consistent on all future report forms.
- A unique Location ID name must be supplied for location. Location ID names must be unique in nature and not repeated in your operation.



ARIZONA DEPARTMENT OF AGRICULTURE
PLANT SERVICES DIVISION - INDUSTRIAL HEMP PROGRAM
 1688 W. ADAMS ST., PHOENIX, AZ 85007
 602-542-0955
 azhemp@azda.gov

Locations:

<input type="checkbox"/> Grower <input type="checkbox"/> Harvester <input type="checkbox"/> Transporter <input type="checkbox"/> Processor <input type="checkbox"/> Nursery				
Location ID:		<input type="checkbox"/> Indoor <input type="checkbox"/> Outdoor (Nursery/ Grower License Only)		
Physical Address/Major Crossroads:	City:	State:	Zip:	County:
975 Water Canyon Road	Eagar	AZ	85925	USA
Township:	Range:	Section:		
8N	29E	16		
GPS: Latitude EX: 33.449517	GPS: Longitude EX: -112.095899	Area <input type="checkbox"/> Acres <input type="checkbox"/> Sq. Ft.		
33.87820	-112.13584	eight (8)		
Is this a mobile unit's base of operation? (Processor License Only)			<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, how many units?				

<input type="checkbox"/> Grower <input type="checkbox"/> Harvester <input type="checkbox"/> Transporter <input type="checkbox"/> Processor <input type="checkbox"/> Nursery				
Location ID:		<input type="checkbox"/> Indoor <input type="checkbox"/> Outdoor (Nursery/ Grower License Only)		
Physical Address/Major Crossroads:	City:	State:	Zip:	County:
Township:	Range:	Section:		
GPS: Latitude EX: 33.449517	GPS: Longitude EX: -112.095899	Area <input type="checkbox"/> Acres <input type="checkbox"/> Sq. Ft.		
Is this a mobile unit's base of operation? (Processor License Only)			<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, how many units?				

<input type="checkbox"/> Grower <input type="checkbox"/> Harvester <input type="checkbox"/> Transporter <input type="checkbox"/> Processor <input type="checkbox"/> Nursery				
Location ID:		<input type="checkbox"/> Indoor <input type="checkbox"/> Outdoor (Nursery/ Grower License Only)		
Physical Address/Major Crossroads:	City:	State:	Zip:	County:
Township:	Range:	Section:		
GPS: Latitude EX: 33.449517	GPS: Longitude EX: -112.095899	Area <input type="checkbox"/> Acres <input type="checkbox"/> Sq. Ft.		
Is this a mobile unit's base of operation? (Processor License Only)			<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, how many units?				

If registering more than 3 locations, complete an "Additional Location" form and submit with the application.



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azhemp@azda.gov

Storage Locations:

<input type="checkbox"/> Grower <input type="checkbox"/> Harvester <input type="checkbox"/> Transporter <input type="checkbox"/> Processor <input type="checkbox"/> Nursery				
Storage Location ID: n/a				
Physical Address/Major Crossroads:		City:	State:	Zip:
n/a				
GPS: Latitude EX: 33.449517		GPS: Longitude EX: -112.095899		
<input type="checkbox"/> Seed/Propagative Materials		<input type="checkbox"/> Harvested Plants/Plant Parts		
<input type="checkbox"/> Grower <input type="checkbox"/> Harvester <input type="checkbox"/> Transporter <input type="checkbox"/> Processor <input type="checkbox"/> Nursery				
Storage Location ID:				
Physical Address/Major Crossroads:		City:	State:	Zip:
n/a				
GPS: Latitude EX: 33.449517		GPS: Longitude EX: -112.095899		
<input type="checkbox"/> Seed/Propagative Materials		<input type="checkbox"/> Harvested Plants/Plant Parts		
<input type="checkbox"/> Grower <input type="checkbox"/> Harvester <input type="checkbox"/> Transporter <input type="checkbox"/> Processor <input type="checkbox"/> Nursery				
Storage Location ID: n/a				
Physical Address/Major Crossroads:		City:	State:	Zip:
GPS: Latitude EX: 33.449517		GPS: Longitude EX: -112.095899		
<input type="checkbox"/> Seed/Propagative Materials		<input type="checkbox"/> Harvested Plants/Plant Parts		

If registering more than 3 storage locations, complete an "Additional Storage Location" form and submit with the application.

For questions or assistance, please call 602-542-0955 or send an email to azhemp@azda.gov.



INDUSTRIAL HEMP PROGRAM ADDITIONAL LOCATION SUPPLEMENT

Dept. Use Only

Date Received: _____

Received by: _____

Date Accepted: _____

Correct Maps Included ☐

License No: _____

Additional Locations

Provide a list of all additional addresses you wish to register by completing the tables below.

Note the Following:

- GPS coordinates for each field and building shall be provided, in decimal degrees, to at least five decimal places (for example, 33.54321).
- The Department shall be notified PRIOR to any additions or changes to the GPS coordinates list for growing sites after submission of the application.
- A map is required of each address and include all items listed in the *Instructions for Creating Maps*.
- Location IDs used in the tables MUST be consistent on all future report forms.
- A unique Location ID name must be supplied for location. Location ID names must be unique in nature and not repeated in your operation.

<input checked="" type="checkbox"/> Grower	<input type="checkbox"/> Harvester	<input type="checkbox"/> Transporter	<input type="checkbox"/> Processor	<input type="checkbox"/> Nursery	
Location ID:		<input type="checkbox"/> Indoor <input type="checkbox"/> Outdoor (Nursery/ Grower License Only)			
Physical Address/Major Crossroads:		City:	State:	Zip:	County:
975 Water Canyon Road		Eagar	AZ		
Township:		Range:		Section:	
GPS: Latitude EX: 33.449517		GPS: Longitude EX: -112.095899		Area <input type="checkbox"/> Acres <input type="checkbox"/> Sq. Ft.	
Is this a mobile unit's base of operation? (Processor License Only)			<input type="checkbox"/> Yes	<input type="checkbox"/> No	
If yes, how many units?					
<input checked="" type="checkbox"/> Grower	<input type="checkbox"/> Harvester	<input type="checkbox"/> Transporter	<input type="checkbox"/> Processor	<input type="checkbox"/> Nursery	
Location ID:		<input type="checkbox"/> Indoor <input type="checkbox"/> Outdoor (Nursery/ Grower License Only)			
Physical Address/Major Crossroads:		City:	State:	Zip:	County:
Township:		Range:		Section:	
GPS: Latitude EX: 33.449517		GPS: Longitude EX: -112.095899		Area <input type="checkbox"/> Acres <input type="checkbox"/> Sq. Ft.	
Is this a mobile unit's base of operation? (Processor License Only)			<input type="checkbox"/> Yes	<input type="checkbox"/> No	
If yes, how many units?					



ARIZONA DEPARTMENT OF AGRICULTURE
PLANT SERVICES DIVISION - INDUSTRIAL HEMP PROGRAM
1688 W. ADAMS ST., PHOENIX, AZ 85007
602-542-0955
azhemp@azda.gov

<input type="checkbox"/> Grower <input type="checkbox"/> Harvester <input type="checkbox"/> Transporter <input type="checkbox"/> Processor <input type="checkbox"/> Nursery				
Location ID:		<input type="checkbox"/> Indoor <input type="checkbox"/> Outdoor (Nursery/ Grower License Only)		
Physical Address/Major Crossroads:		City:	State:	Zip: County:
Township:		Range:		Section:
GPS: Latitude EX: 33.449517		GPS: Longitude EX: -112.095899		Area <input type="checkbox"/> Acres <input type="checkbox"/> Sq. Ft.
Is this a mobile unit's base of operation? (Processor License Only)			<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, how many units?				
<input type="checkbox"/> Grower <input type="checkbox"/> Harvester <input type="checkbox"/> Transporter <input type="checkbox"/> Processor <input type="checkbox"/> Nursery				
Location ID:		<input type="checkbox"/> Indoor <input type="checkbox"/> Outdoor (Nursery/ Grower License Only)		
Physical Address/Major Crossroads:		City:	State:	Zip: County:
Township:		Range:		Section:
GPS: Latitude EX: 33.449517		GPS: Longitude EX: -112.095899		Area <input type="checkbox"/> Acres <input type="checkbox"/> Sq. Ft.
Is this a mobile unit's base of operation? (Processor License Only)			<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, how many units?				
<input type="checkbox"/> Grower <input type="checkbox"/> Harvester <input type="checkbox"/> Transporter <input type="checkbox"/> Processor <input type="checkbox"/> Nursery				
Location ID:		<input type="checkbox"/> Indoor <input type="checkbox"/> Outdoor (Nursery/ Grower License Only)		
Physical Address/Major Crossroads:		City:	State:	Zip: County:
Township:		Range:		Section:
GPS: Latitude EX: 33.449517		GPS: Longitude EX: -112.095899		Area <input type="checkbox"/> Acres <input type="checkbox"/> Sq. Ft.
Is this a mobile unit's base of operation? (Processor License Only)			<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, how many units?				

For questions or assistance, please call 602-542-0955 or send an email to azhemp@azda.gov.

Grow Fast Farms, Inc.

Laboratory Number: 2008062-01

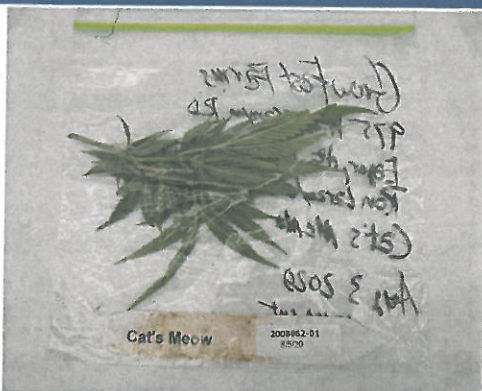
P.O Box 65466
Tucson, AZ 85728
(520) 256-1522

Batch #: 1

Sample Received: 8/5/2020; Report Created: 8/10/2020

Cat's Meow
Flower

Sample Image



Terpenes (GCMS-MS) Analyzed: By:

Compound	%	mg/g
alpha-Bisabolol	NT	NT
(-)-Borneol and (+)-Borneol	NT	NT
Camphene	NT	NT
Camphor	NT	NT
beta-Caryophyllene	NT	NT
trans-Caryophyllene	NT	NT
Caryophyllene Oxide	NT	NT
alpha-Cedrene	NT	NT
Cedrol	NT	NT
Endo-fenchyl Alcohol	NT	NT
Eucalyptol	NT	NT
Fenchone	NT	NT
Geraniol	NT	NT
Geranyl acetate	NT	NT
Guaiol	NT	NT
Hexahydrothymol	NT	NT
alpha-Humulene	NT	NT
Isoborneol	NT	NT
Isopulegol	NT	NT
Limonene	NT	NT
Linalool	NT	NT
p-Mentha-1,5-diene	NT	NT
beta-Myrcene	NT	NT
trans-Nerolidol	NT	NT
Ocimene	NT	NT
alpha-Pinene	NT	NT
beta-Pinene	NT	NT
Pulegone	NT	NT
Sabinene	NT	NT
Sabinene Hydrate	NT	NT
gamma-Terpinene	NT	NT
alpha-Terpinene	NT	NT
3-Carene	NT	NT
Terpineol	NT	NT
Terpinolene	NT	NT
Valencene	NT	NT
Nerol	NT	NT
cis-Nerolidol	NT	NT
Total Terpenes	NT	NT

Cannabinoid (HPLC) Analyzed: 08/06/20 By: EGP

Compound	LOQ %	%	mg/g
THC-A	0.05	0.15	1.5
delta 9-THC	0.05	ND	ND
delta 8-THC	0.05	ND	ND
THC-V	0.05	ND	ND
CBG-A	0.05	1.67	16.7
CBD-A	0.05	ND	ND
CBD	0.05	ND	ND
CBD-V	0.05	ND	ND
CBN	0.05	ND	ND
CBG	0.05	ND	ND
CBC	0.05	ND	ND

0.13 %
1.33 mg/g

Total THC

0.00 %
0.00 mg/g

Total CBD

1.82 %
18.20 mg/g

Total Cannabinoids

Total THC = THCa * 0.877 + delta 9-THC; Total CBD = CBDA * 0.877 + CBD

0.00 : 1

CBD to THC Ratio

Not Tested

Water Activity

Not Tested

Moisture

Safety

Not Tested
Pesticides

Not Tested
Microbials

Not Tested
Residual Solvents

Not Tested
Metals

Not Tested
pH

RL = Reporting Limit
NA = Not Applicable
NT = Not Tested
ND = Non Detected
LOQ = Limit of Quantification

Tabitha A. Hauer
Tabitha Hauer
Owner



This product has been tested by Desert Valley Testing using valid testing methodologies. Values reported only relate to the product tested. Desert Valley Testing makes no claims to the efficacy, safety or other risks associated with any detected or non-detected levels of any compounds reported herein. This Certificate shall not be reproduced except in full, without the written approval of Desert Valley Testing.

Grow Fast Farms, Inc.

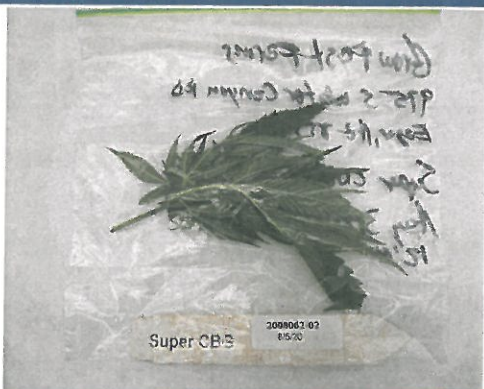
Laboratory Number: 2008062-02

P.O Box 65466
Tucson, AZ 85728
(520) 256-1522

Batch #: 1
Sample Received: 8/5/2020; Report Created: 8/10/2020

Super CBG
Flower

Sample Image



Terpenes (GCMS-MS) Analyzed: By:

Compound	%	mg/g
alpha-Bisabolol	NT	NT
(-)-Borneol and (+)-Borneol	NT	NT
Camphene	NT	NT
Camphor	NT	NT
beta-Caryophyllene	NT	NT
trans-Caryophyllene	NT	NT
Caryophyllene Oxide	NT	NT
alpha-Cedrene	NT	NT
Cedrol	NT	NT
Endo-fenchyl Alcohol	NT	NT
Eucalyptol	NT	NT
Fenchone	NT	NT
Geraniol	NT	NT
Geranyl acetate	NT	NT
Guaial	NT	NT
Hexahydrothymol	NT	NT
alpha-Humulene	NT	NT
Isoborneol	NT	NT
Isopulegol	NT	NT
Limonene	NT	NT
Linalool	NT	NT
p-Mentha-1,5-diene	NT	NT
beta-Myrcene	NT	NT
trans-Nerolidol	NT	NT
Ocimene	NT	NT
alpha-Pinene	NT	NT
beta-Pinene	NT	NT
Pulegone	NT	NT
Sabinene	NT	NT
Sabinene Hydrate	NT	NT
gamma-Terpinene	NT	NT
alpha-Terpinene	NT	NT
3-Carene	NT	NT
Terpineol	NT	NT
Terpinolene	NT	NT
Valencene	NT	NT
Nerol	NT	NT
cis-Nerolidol	NT	NT
Total Terpenes	NT	NT

Cannabinoid (HPLC) Analyzed: 08/06/20 By: EGP

Compound	LOQ %	%	mg/g
THC-A	0.05	ND	ND
delta 9-THC	0.05	ND	ND
delta 8-THC	0.05	ND	ND
THC-V	0.05	ND	ND
CBG-A	0.05	1.92	19.2
CBD-A	0.05	ND	ND
CBD	0.05	ND	ND
CBD-V	0.05	ND	ND
CBN	0.05	ND	ND
CBG	0.05	ND	ND
CBC	0.05	ND	ND

0.00 %
0.00 mg/g

Total THC

0.00 %
0.00 mg/g

Total CBD

1.92 %
19.20 mg/g

Total Cannabinoids

Total THC = THCA * 0.877 + delta 9-THC; Total CBD = CBDA * 0.877 + CBD

NA : 1

CBD to THC Ratio

Not Tested

Water Activity

Not Tested

Moisture

Safety

Not Tested
Pesticides

Not Tested
Microbials

Not Tested
Residual Solvents

Not Tested
Metals

Not Tested
pH

RL = Reporting Limit
NA = Not Applicable
NT = Not Tested
ND = Non Detected
LOQ = Limit of Quantification

Tabitha A. Hauer
Tabitha Hauer
Owner



This product has been tested by Desert Valley Testing using valid testing methodologies. Values reported only relate to the product tested. Desert Valley Testing makes no claims to the efficacy, safety or other risks associated with any detected or non-detected levels of any compounds reported herein. This Certificate shall not be reproduced except in full, without the written approval of Desert Valley Testing.

Cu2020-2

TOWN OF EAGAR COMMUNITY DEVELOPMENT
REQUEST FOR CONDITIONAL USE PERMIT
(REFER TO CHAPTER 18.84 OF THE ZONING CODE)

Permit No. 447 Date: 6/30/2020

Name of applicant: GrowFast Farms, Inc

Mailing Address P.O. Box 596 Ft. Apache, AZ 85926

Telephone: (520) 250-1522 Email Address Rshatz@flexintl.com

1. Location of Property: 975 S. Water Canyon Rd

2. Current Zoning: I-2

3. Proposed Use (as listed under "Conditional Uses" in the above zoning district):
Residences for the owner, manager, or workman...
using I-2 zone for agricultural purposes

4. Reason for Proposed Use To operate a growing in
industrial zone. Plants in tubs in protected
area.

5. Attachments: a. Plot Plan (to Scale)

b. Pertinent data as required by the Zoning Administrator or Planning and Zoning Commission

Filing Fee: \$100.00 Date Paid: 8/10/20 Receipt # 1.278746

6. Signature of Applicant: Ronell W. Luyckee Date: 8/10/2020

7. Signature of Zoning Administrator: _____ Date: _____

8. Application shall be forwarded to the planning and Zoning Commission on:

(Date) _____ (Time) _____

(Place) _____

Notice of the nature of the Conditional use Permit and the date of the meeting at which it will be considered will be posted on the affected property 15 days prior to the public hearing. The property owners within a 300-foot radius of the applicant's property will be notified by first class mail.

18.52.030 - Conditional uses.

In the I-1 zone, the following uses require a conditional use permit:

A. Residences for the owner, manager or watchman for an allowed use;

- B. Outdoor storage yards, junkyard and automobile wrecking yards;
- C. Sexually oriented businesses;
- D. Medical marijuana cultivation, subject to the following conditions and limitations:

- 1. Applicant shall provide:
 - a. The name(s) and location(s) of the offsite medical marijuana dispensary associated with the cultivation operation.
 - b. A copy of the operating procedures adopted in compliance with A.R.S. Section 36-2804(B)(1)(c); and
 - c. A survey sealed by a registrant of the State of Arizona showing the location of the nearest medical marijuana dispensary or cultivation location if within five hundred feet.
- 2. Shall be located in an enclosed permanent building and may not be located in a trailer, cargo container or motor vehicle.
- 3. Shall not be larger than a maximum of one thousand gross square feet.
- 4. Shall not be located within five hundred feet of the same type of use. This distance shall be measured from the exterior walls of the building or portion thereof in which the businesses are being conducted or proposed to be conducted.
- 5. Shall not be located within five hundred feet of a preschool, kindergarten, elementary, secondary or high school, and two hundred feet from a place of worship, public park or community center. This distance shall be measured from the exterior walls of the building or portion thereof in which the cultivation business is conducted or proposed to be conducted to the property line of the protected use.
- 6. Shall have operating hours not earlier than ten a.m. and not later than eight p.m.
- 7. Drive-through services are prohibited.
- 8. Shall provide for proper disposal (a manner set forth by Arizona Department of Health) of marijuana remnants or by-products, and not to be placed within the facility's exterior refuse containers.

E. Medical Marijuana Infusion Manufacturing Facility.

- 1. Applicant shall provide:
 - a. Name and location of the offsite cultivation location, if applicable.
 - b. A copy of the operating procedures adopted in compliance with A.R.S. Section 36-2804(B)(1)(c).
 - c. A survey sealed by a registrant of the State of Arizona showing the location of the nearest medical marijuana dispensary or cultivation location if within five hundred feet.
- 2. Shall not be located within five hundred feet of the same type of use. This distance shall be measured from the exterior walls of the building or portion thereof in which the businesses are being conducted or proposed to be conducted.
- 3. Shall not be located within five hundred feet of a preschool, kindergarten, elementary, secondary or high school, and two hundred feet from a place of worship, public park or community center. This distance shall be measured from the exterior walls of the building

or portion thereof in which the cultivation business is conducted or proposed to be conducted to the property line of the protected use.

4. There shall be no emission of dust, fumes, vapors, or odors into the environment from the facility.
 5. Shall provide for proper disposal (a manner set forth by Arizona Department of Health) of marijuana remnants or by-products, and not to be placed within the facility's exterior refuse containers.
- F. Any such other uses which are determined by of the Planning and Zoning Commission to be similar to those uses listed in this section and not detrimental to the public health, safety and general welfare.

(Ord. No. 2013-04, Exh. A, 5-7-2013)



8/27/2020

TO: Planning & Zoning Commissioners

FROM: Jeremiah D. Loyd, P.E., CFM
Community Development Administrator

RE: CUP 2020-2

BACKGROUND:

Robert Shatz is requesting a Conditional Use Permit for the purpose of growing medical marijuana within an industrially zoned area. The area in question is more specifically defined as APN 104-29-003C AKA 975 S. Water Canyon Rd. Cannabis with THC below 0.3% was removed as an illegal substance under the Agricultural Improvement Act of 2018.

Per 18.52.030.D. The cultivation of Medical marijuana is allowable by Conditional Use **IF** the following conditions and limitations are adhered to:

1. Applicant shall provide:
 - a. The name(s) and location(s) of the offsite medical marijuana dispensary associated with the cultivation operation.
 - b. A copy of the operating procedures adopted in compliance with A.R.S. Section 36-2804(B)(1)(c); and
 - c. A survey sealed by a registrant of the State of Arizona showing the location of the nearest medical marijuana dispensary or cultivation location if within five hundred feet.
2. Shall be located in an enclosed permanent building and may not be located in a trailer, cargo container or motor vehicle.
3. Shall not be larger than a maximum of one thousand gross square feet.
4. Shall not be located within five hundred feet of the same type of use. This distance shall be measured from the exterior walls of the building or portion thereof in which the businesses are being conducted or proposed to be conducted.
5. Shall not be located within five hundred feet of a preschool, kindergarten, elementary, secondary or high school, and two hundred feet from a place of worship, public park or community center. This distance shall be measured from the exterior walls of the building or portion thereof in which the cultivation business is conducted or proposed to be conducted to the property line of the protected use.
6. Shall have operating hours not earlier than ten a.m. and not later than eight p.m.
7. Drive-through services are prohibited.
8. Shall provide for proper disposal (a manner set forth by Arizona Department of Health) of marijuana remnants or by-products, and not to be placed within the facility's exterior refuse containers.

Where Roads Hit the Trails

P.O. Box 1300 • Eagar, AZ 85925-1300 • (928) 333-4128 • 22 West 2nd Street • www.eagaraz.gov

Other Conditions:

A medical marijuana license will be required pursuant to chapter 5.20 of the Town of Eagar Municipal code if a CUP is granted. The fee of which is established by Resolution of the Council. This is in addition to any stipulations the Commission may deem necessary.

If you have any questions please call 928-333-4128 Ext. 221.

Respectfully,

Jeremiah D. Loyd, P.E., CFM

TOWN OF EAGAR COMMUNITY DEVELOPMENT
REQUEST FOR CONDITIONAL USE PERMIT
(REFER TO CHAPTER 18.84 OF THE ZONING CODE)

Permit No. Cu2020-3 Date: 8/12/2020

Name of applicant: Cary L Price

Mailing Address P.O. Box 1352 Springville

Telephone: 928 245-2322 Email Address Willie Price18@yahoo.com

1. Location of Property: 787 N. Main / 104-09-004

2. Current Zoning: C-1

3. Proposed Use (as listed under "Conditional Uses" in the above zoning district):
RV Park for no more than
5 RVs.

4. Reason for Proposed Use Generate extra income and
provide area for people to live.

5. Attachments: a. Plot Plan (to Scale)

b. Pertinent data as required by the Zoning Administrator or Planning and Zoning Commission

Filing Fee: \$100.00 Date Paid: 8/12/20 Receipt # 131080145PT

6. Signature of Applicant: Cary Price Date: 8/12/20

7. Signature of Zoning Administrator: _____ Date: _____

8. Application shall be forwarded to the planning and Zoning Commission on:

(Date) _____ (Time) _____

(Place) _____

Notice of the nature of the Conditional use Permit and the date of the meeting at which it will be considered will be posted on the affected property 15 days prior to the public hearing. The property owners within a 300-foot radius of the applicant's property will be notified by first class mail.

18.60.050 - Parking.

All RV parking shall, at a minimum, be gravel surfaced so as to provide for dust control as approved by the community development director or town engineer.

8.60.060 - Setbacks.

The manufactured home shall be located on the space provided for in [Section 18.60.040](#). A minimum setback from the nearest edge of any interior drive or roadway of not less than eight feet shall be maintained. In the case of the manufactured home space having two or more interior drives or roadways, setbacks shall be not less than twenty feet on the manufactured home's entry side, and not less than five feet on the manufactured home's non-entry side.

18.60.070 - Interior roadways.

A. Private streets within a RV park shall have the following minimum clearance widths:

1. One-way with no side parking, fifteen feet;
2. One-way with parking permitted on one side, twenty-two feet;
- 3 Two-way with no parking on either side, twenty feet;
4. Two-way with parking on one side, twenty-seven feet;
5. Two-way with parking permitted on both sides, thirty-four feet. Adequate space for turnarounds shall be provided and approved by the town engineer.
 - a. Private streets and individual space arrangement shall be designed to accommodate the frequent movement of recreational vehicles.
 - b. Private streets shall be paved in accordance with town standards and specifications.
 - c. Lighting shall be provided to illuminate interior roadways and walkways for the safe movement of vehicles and pedestrians at night in conformance with [Title 15](#) of the town code.

18.60.080 - Site plans and utilities.

A. Site plans delineating interior roadways, underground utilities, service pads, sewer disposal system and any other requirement as set forth in this code shall be submitted to and approved by town engineer prior to receiving final town approval to begin construction.

B. Water, sewer, electricity, telephones and other necessary utilities shall be available at the site, or an appropriate performance agreement shall be filed with the town engineer prior to final site approval to guarantee the installation of such utilities.

C. All utilities and the wires of any central television or radio antenna system shall be underground.

D. Site plans and drainage plans must be signed and sealed by a professional engineer.

E. Drainage plans shall be submitted for approval as part of the site plan requirements.

18.60.090 - Accessory structures.

A. There may be a community building required depending on the size of the park and approval of the planning and zoning commission. The community building if required will provide for the service needs of the occupants of the RV park. It shall include restrooms and a laundry.

B. No structure shall exceed two stories or thirty feet in height.

18.60.100 - Recreational area.

There shall be a recreation area for guests, comprising four percent of the gross site area. The area shall not include required setback areas or similar areas not useable for recreational activities.

18.60.110 - Fire protection.

Fire protection facilities shall be provided in accordance with requirements of the fire department and water department.

RECOMMENDATION:

Consider if this request will dramatically alter the character of the area.

If you have any questions please call 928-333-4128 Ext. 221.

Respectfully,

Jeremiah D. Loyd, P.E., CFM