

ATTACHMENT B

Rodolfo Machado #17CEU-244

APN 107-015-005

1. Recent Site History
2. Inspection Report
3. Cover Letter for Notice to Abate Nuisance & Notice of Violation and Proposed Administrative Civil Penalty
4. Notice of Violation and Proposed Administrative Civil Penalty
5. Notice to Abate Nuisance
6. Proof of Services for Notice to Abate Nuisance & Notice of Violation and Proposed Administrative Civil Penalty
7. Abatement Review
8. Cover Letter for Proposed Compliance Agreement
9. Proposed Compliance Agreement
10. Notice of Administrative Civil Penalty Assessment
11. Proof of Service for Notice of Administrative Civil Penalty Assessment

Recent Site History APN 107-015-005-000; TPZ

High Resolution 2018 Satellite Collect



May 6, 2018

Parcel Boundaries and Cultivation Site Reference Map: APN 107-015-005-000; TPZ

The screenshot displays the Humboldt County Internal Web GIS interface. At the top, the header includes the Humboldt County logo, the text "Humboldt County Internal Web GIS", and navigation links for "Planning & Building Department", "WebGIS Portal", "Comments", "Help", and "Legend Key". A search bar on the left contains the text "Parcel APN, or Location". The main map area shows a satellite view with parcel boundaries in yellow and a specific parcel highlighted in red. A yellow rectangle on the red parcel indicates a zoomed-in view. A "Query" window is open on the left, displaying the following information:

Query

< OPTIONS Results

Number of features found: 1

APN: 107-015-005-000
Owner Name: Machado Rodolfo
Situs Address:
Situs City:

Clear Results

At the bottom left, there are navigation icons and a coordinate display showing "40.3043 -124.2112 Degrees". At the bottom right, the text "USDA FSA | Hum" is visible.

Recent Site History APN 107-015-005-000; TPZ

2014



May 28, 2014

Inspection Report
Rodolfo Machado
Conklin Creek Road, Petrolia
AP# 107-015-005

On August 22, 2017, I participated in the service of a search warrant on the above parcel. After the Sheriff's Department and other law enforcement officers secured the site, I began my inspection. The first site was accessed by an existing road that appeared to have seen recent improvement with fresh dirt cast over the side and some vegetation removal. The road ended at a greenhouse complex that held three greenhouses. Each greenhouse was about 35X200 with some small variations. The greenhouses held fans and what appeared to be florescent lights. The two upper structures were filled with marijuana plants while the third was about three-quarters full. All of the marijuana plants were relatively small, about six inches to eighteen inches in height. The plants were eradicated by law enforcement. There were two pieces of heavy equipment in proximity to the greenhouses, a mini-excavator and a small, track-laying dozer. There was a considerable amount of dust on the site and all of the exposed soil was light and fluffy, suggesting that the grading work was fairly recent. The greenhouses had each been built on an individual pad. The upper two structures had not taken an excessive amount of grading, but the lower one had a cutslope of about fifteen feet, which was almost vertical. Excavator marks were still present. Numerous trees had been cut to build the pads and the leaves were still attached to the limbs on the resulting slash. Some of these leaves were even green, suggesting very recent work.

In proximity to the upper greenhouses was a diesel powered generator. There was a fuel tank nearby, but I did not see a fuel line. There were extension cords running from the generator to the greenhouses as well as to a travel trailer. These cords were strung from trees and were often head height or just above. In proximity to the trailer were a washer, a dryer and an outdoor shower. I did not see an outhouse or other sewage disposal method. The trailer appeared to be used as a residence with clothes, bedding and food in plain sight. There were several black, plastic bags of the type commonly used to hold trash in multiple locations. In addition, there was a considerable amount of grow waste including empty soil bags and tarps.

In addition to the three greenhouses, there was a cleared area with a large number of soil bags in proximity. Near the top of the complex were several pieces of metal tubing of the type used in greenhouse construction. It appeared that the site was still being developed and that the owners intended to increase the amount of area under cultivation.

There were a few water tanks in the vicinity of the greenhouses, but not nearly enough for the number of plants that had been growing. Staff from the Water Rights Control Board followed a water line and found a diversion in a Class II stream that was about a quarter mile away, but still on this parcel.

After concluding the inspection of this complex, we returned to Conklin Creek Road and walked out another existing road to a second greenhouse complex. In the upper portion of this complex were three greenhouses. They were about 35X120 feet in size and all three contained marijuana plants. The plants in two of the greenhouses were mature and contained a large number of buds. The plants in the other greenhouse were younger and had just started to flower. Above the greenhouses were two 5,000 gallon water tanks. The intake lines for the tanks led in different directions and I left before I found out what the source of water for these tanks was. However, like the other site, the storage capacity was not anywhere near large enough to support the number of plants being grown for very long. I followed a

road that wound below the greenhouses and came to a travel trailer. Nearby was an outdoor shower with an on-demand hot water heater. Inside of the plywood stall was a light socket with exposed wiring. Just to the left of the shower stall was a clothes washer. There was a table next to the trailer and it held scissors and a small amount of both processed bud and dried, but unprocessed marijuana bud. Next to the trailer door was a refrigerator that contained fresh and frozen food. The kitchen inside of the trailer held additional food and there was clothing and bedding inside. Next to one of the sleeping areas were three pill bottles that held medication.

I continued walking down the access road and came to another greenhouse complex. This one held two greenhouses that were about 35X120 feet in size. The one on the left held mature marijuana plants, while the one on the right had recently been harvested given the green stalks that were present. Both greenhouses were covered with a light degravation tarp.

Both of these sites were crude and roughly constructed although the second one did not require much grading due to being on top of a relatively flat-topped ridge. There was trash on both sites. The lack of a significant water storage capacity given the number of immature plants and the time of year suggests that the owners had intended to continue diverting water through the entire growing season. Consequently, I recommend that a Notice to Abate be recorded on the property and Notice of Violation be served on the owner.



CODE ENFORCEMENT UNIT
COUNTY OF HUMBOLDT

3015 H Street, Eureka, California 95501
Telephone 707.476.2429 - Fax 707.445.6297

September 6, 2017

Rodolfo Machado
2011 Myrtle Street
Oakland, California 94607

**RE: Service of a Notice of Violation and Proposed Administrative Civil Penalty
AP# 107-015-005, Conklin Creek Road, Petrolia, California**

Dear Mr. Machado:

The Code Enforcement Unit recently inspected your above described property and observed violations of County Code. As a result, we are serving you with the attached Notice of Violation and Proposed Administrative Civil Penalty (hereinafter referred to as "Notice") as a result of the inspection. This Notice informs you that we have issued an administrative penalty in the amount of \$10,000 per day for a period of ninety days. The penalty will begin to accumulate ten days after the Notice is served. You have the following options:

1. Correct the violation within ten days of the service of the notice. Once you contact us with this information and we are able to confirm it, the penalty will be dismissed as if it was never issued.
2. Request a hearing before a hearing officer to contest the determination that a violation exists and/or the reasonableness of the amount of the penalty. You may request a hearing by completing the attached hearing request form.
3. Enter into a Compliance Agreement with the County that would suspend the penalty for a reasonable amount of time to allow you to correct the violations. If the conditions of the agreement are met, than some and possibly all of the penalty will be dismissed.
4. You can do nothing. At the end of the ninety day period, the penalty will become final and the County will take steps to have the total amount of the penalty (\$900,000) recorded as a lien against your property.

If you have any questions or concerns, feel free to contact me by phone at 707 476 2370 or by email at jconner@co.humboldt.ca.us I am in the field for a considerable portion of most days and can be difficult to reach by phone. Email may be a better way to communicate, at least initially.

Sincerely

Jeff Conner
Code Enforcement Investigator

attachment



COUNTY OF HUMBOLDT
CODE ENFORCEMENT
UNIT
3015 H Street
Eureka, California 95501
(707) 476-2429

NOTICE OF VIOLATION AND PROPOSED ADMINISTRATIVE CIVIL PENALTY

[Humboldt County Code §352-7]

Address of Affected Property:
Conklin Creek Road, Petrolia, CA

Assessor's Parcel Number:
107-015-005

To:
Rodolfo Machado
2011 Myrtle Street
Oakland, CA 94607

NOTICE IS HEREBY GIVEN that conditions described in "Attachment A – Conditions Constituting a Violation" exist on property situated in the County of Humboldt, State of California, as described in "Attachment B – Legal Description," which are in violation of state law and/or the Humboldt County Code. Such conditions exist to an extent that constitutes a "violation" pursuant to Humboldt County Code Section 352-3(t).

YOU HEREBY ORDERED to CORRECT or OTHERWISE REMEDY said violation within ten (10) calendar days after service of this Notice of Violation and Proposed Administrative Civil Penalty.

NOTICE IS FURTHER GIVEN that, if the required corrective action or actions set forth in "Attachment A – Conditions Constituting a Violation" is not commenced, prosecuted and completed within ten (10) calendar days after service of this Notice of Violation and Proposed Administrative Civil Penalty, a daily administrative penalty of **ten thousand Dollars (\$10,000.00)** will be imposed for a period of up to ninety (90) calendar days pursuant to Humboldt County Code Section 352-5.

NOTICE IS FURTHER GIVEN that each calendar day the violation occurs, continues or exists between the date on which the civil administrative penalty is imposed and the date on which the violation is corrected or otherwise remedied shall constitute a separate violation up to the ninetieth (90th) calendar day.

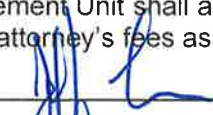
NOTICE IS FURTHER GIVEN that you may file with the Code Enforcement Unit an appeal of the determination that a violation has occurred or exists and/or the amount of the proposed administrative civil penalty within ten (10) calendar days after service of this Notice of Violation and Proposed Administrative Civil Penalty.

NOTICE IS FURTHER GIVEN that an appeal of the Code Enforcement Unit's determination that a violation has occurred or exists and/or the amount of the proposed administrative civil penalty must be prepared using the form attached hereto as "Attachment C – Administrative Civil Penalty Appeal Hearing Request Form," and signed under penalty of perjury.

NOTICE IS FURTHER GIVEN that, upon receipt of an appeal of the determination that a violation has occurred or exists and/or the amount of the proposed administrative civil penalty, the Code Enforcement Unit shall set the matter for hearing before a County appointed hearing officer and issue a Notice of Administrative Civil Penalty Appeal Hearing as set forth in Humboldt County Code Section 352-9.

NOTICE IS FURTHER GIVEN that the date of the Administrative Civil Penalty Appeal Hearing shall be no sooner than fifteen (15) calendar days after the date on which the Notice of Administrative Civil Penalty Appeal Hearing is served.

NOTICE IS FURTHER GIVEN that the imposition of the administrative civil penalty shall become final and the Code Enforcement Unit shall acquire jurisdiction to collect the full amount thereof, along with any and all administrative costs and/or attorney's fees associated therewith, as follows:

Signature:  _____

Title: INVESTIGATOR

Name: JEFF CONNER

Date: SEPTEMBER 6, 2017

ATTACHMENT A CONDITIONS CONSTITUTING A NUISANCE

County Code	Description	Corrective Action
521-4	Improper Storage and Removal of Solid Waste	Contain & dispose of all solid waste properly
611-3	Unapproved Sewage Disposal System	Apply for & receive permit from Environmental Health Department for sewage disposal system
331-28	Construction of Building/Structure in Violation of Building, Plumbing and/or Electrical Codes	Apply for and obtain permits
331-14	Grading Without Permits	Apply for and obtain permits
314-81.1	Use of a Recreational Vehicle or Mobile Home as a Residence	Disconnect utilities and cease use as residence
314-55.4	Violation of Commercial Medical Marijuana Ordinance	a) Apply for and obtain a permit from the Planning Division; and/or b) Cease commercial medical marijuana cultivation operations and remove all supporting infrastructure.

ATTACHMENT B LEGAL DESCRIPTION

TRACT L-3

The Southwest Quarter of the Northwest Quarter, the Northwest Quarter of the Southwest Quarter and the East Half the Southwest Quarter of Section 9, Township 2 South, Range 1 West, Humboldt Meridian.

ATTACHMENT C

CODE ENFORCEMENT APPEAL HEARING REQUEST FORM

Address of Affected Property:
Conklin Creek Road, Petrolia, CA

Assessor's Parcel Number:
107-015-005

To: Humboldt County Code Enforcement Unit
3015 H Street
Eureka, California 95501

Pursuant to Humboldt County Code Section 352-9, I am requesting a hearing to contest the Humboldt County Code Enforcement Unit's determination that a violation has occurred or exists on the above-referenced property and/or the amount of the proposed administrative civil penalty.

[Brief statement setting forth the interest that the requesting party has in the Code Enforcement Unit's determination that a violation has occurred or exists on the affected property]: _____

[Brief statement of the material facts that the requesting party claims support the contention that a violation has not occurred, and/or does not exist, on the affected property, if applicable]: _____

[Brief statement of the material facts that the requesting party claims support the contention that the amount of the proposed administrative civil penalty is inappropriate under the circumstances, if applicable]: _____

[Address at which the requesting party agrees to accept service of any additional notices or documents relating to the Code Enforcement Unit's determination that a violation has occurred or exists on the affected property and/or the amount of the proposed administrative penalty]:

Name: _____

Address: _____

City, State: _____

Telephone Number: _____

I hereby declare under the penalty of perjury, under the laws of the State of California, that the foregoing is true and correct to the best of my knowledge.

Signature: _____

Name: _____

Date: _____

PROOF OF SERVICE

STATE OF CALIFORNIA)

) ss

COUNTY OF HUMBOLDT)

I, LACY MITCHELL, say:

I am a citizen of the United States, over 18 years of age, a resident of the County of Humboldt, State of California, and not a party to the within action; that my business address is Humboldt County Planning and Building; 3015 H Street, Eureka, CA 95503; that on September 27, 2017, I served a true copy of **NOTICE TO ABATE NUISNCE; and NOTICE OF VIOLATION AND PROPOSED ADMINISTRATIVE CIVIL PENALTY;**

_____ By placing a true copy thereof enclosed in a sealed envelope and depositing the envelope at my place of business for same-day collection and mailing with the United States mail, following our ordinary business practices with which I am readily familiar, addressed as set forth below:

XX by placing a true copy of the aforementioned document in a sealed envelope individually addressed to each of the parties and caused each such envelope to be deposited with the U.S Postal Service and/or picked up by an authorized representative, on that same day with fees fully prepaid at Eureka, California, in the ordinary course of business as set forth below with return receipt requested: (Certified Mail & First Class)

Rodolfo Machado
2011 Myrtle Street
Oakland, CA 94607

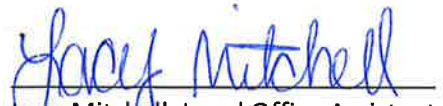
_____ by personally posting a copy thereof on the premises located at:

_____ by placing a true copy of thereof in the designated place at Court Operations to the attorney/parties named below.

_____ by fax or electronic mail

I declare under penalty of perjury that the foregoing is true and correct,

Executed on the 27th day of September, 2017 in the City of Eureka, County of Humboldt, State of California.


Lacy Mitchell, Legal Office Assistant



COUNTY OF HUMBOLDT
CODE ENFORCEMENT
UNIT
3015 H Street
Eureka, California 95501
(707) 476-2429

NOTICE TO ABATE NUISANCE

[Humboldt County Code §351-7]

Address of Affected Property:
Conklin Creek Road, Petrolia, CA

Assessor's Parcel Number:
107-015-005

Owner:
Rodolfo Machado
2011 Myrtle Street
Oakland, CA 94607

NOTICE IS HEREBY GIVEN that conditions described in "Attachment A – Conditions Constituting a Nuisance" exist on property situated in the County of Humboldt, State of California, as described in "Attachment B – Legal Description," which are in violation of state law and/or the Humboldt County Code. Such conditions exist to an extent that constitutes a "nuisance" pursuant to Humboldt County Code Section 351-3.

YOU HEREBY ORDERED to ABATE said nuisance within ten (10) calendar days after service of this Notice to Abate Nuisance.

NOTICE IS FURTHER GIVEN that, if the Humboldt County Code Enforcement Unit determines that the condition or conditions causing said nuisance is imminently dangerous to human life or limb or is detrimental to the public health or safety, the Code Enforcement Unit may order that the affected property be vacated pending the correction or abatement of the condition or conditions causing the nuisance.

NOTICE IS FURTHER GIVEN that you may not retaliate against a lessee of the affected property pursuant to Section 1942.5 of the California Civil Code.

NOTICE IS FURTHER GIVEN that you may file with the Code Enforcement Unit an appeal of the determination that a nuisance exists on the affected property within ten (10) calendar days after service of this Notice to Abate Nuisance.

NOTICE IS FURTHER GIVEN that an appeal of the Code Enforcement Unit's determination that a nuisance exists on the affected property must be prepared using the form attached hereto as "Attachment C – Code Enforcement Appeal Hearing Request Form."

NOTICE IS FURTHER GIVEN that, upon receipt of an appeal of the determination that a Nuisance exists on the affected property, the Code Enforcement Unit shall set the matter for hearing before a County appointed hearing officer and issue a Notice of Code Enforcement Appeal Hearing as set forth in Humboldt County Code Section 351-9.

NOTICE IS FURTHER GIVEN that the date of the Code Enforcement Appeal Hearing shall be no sooner than fifteen (15) calendar days after the date on which the Notice of Code Enforcement Appeal Hearing is served.

NOTICE IS FURTHER GIVEN that, if the required corrective action or actions set forth in "Attachment A – Conditions Constituting a Nuisance" is not commenced, prosecuted and completed within ten (10) calendar days after

service of this Notice to Abate Nuisance, or in case of an appeal, the time limits set forth in the Finding of Nuisance and Order of Abatement, the Code Enforcement Unit may correct or abate the condition or conditions causing the nuisance on the affected property pursuant to Humboldt County Code Section 351-13.

NOTICE IS FURTHER GIVEN that the costs of the required abatement may become a charge against the affected property and made a special assessment against the property, and that said special assessment may be collected at the same time and in the same manner, and shall be subject to the same penalties, interest and procedures of foreclosure and sale in the case of delinquency, as is provided for ordinary property taxes.

NOTICE IS FURTHER GIVEN that the costs of the required abatement may also become a charge against the affected property which has the same force, effect and priority of a judgment lien governed by the provisions of California Code of Civil Procedure Sections 697.310, et seq., and may be extended as provided in California Code of Civil Procedure Sections 683.110, et seq.

NOTICE IS FURTHER GIVEN that any personal property collected by the Code Enforcement Unit during the correction or abatement of the condition or conditions causing the nuisance on the affected property may be sold in the same manner as surplus personal property of the County of Humboldt, and the proceeds from such sale shall be paid into the revolving fund created pursuant to the provisions of the Humboldt County Code.

For the Humboldt County Code Enforcement Unit

Signature:  _____

Title: INVESTIGATOR

Name: JEFF CONNER

Date: SEPTEMBER 6, 2017

ATTACHMENT A CONDITIONS CONSTITUTING A NUISANCE

County Code	Description	Corrective Action
521-4	Improper Storage and Removal of Solid Waste	Contain & dispose of all solid waste properly
611-3	Unapproved Sewage Disposal System	Apply for & receive permit from Environmental Health Department for sewage disposal system
331-28	Construction of Building/Structure in Violation of Building, Plumbing and/or Electrical Codes	Apply for and obtain permits
331-14	Grading Without Permits	Apply for and obtain permits
314-81.1	Use of a Recreational Vehicle or Mobile Home as a Residence	Disconnect utilities and cease use as residence
314-55.4	Violation of Commercial Medical Marijuana Ordinance	a) Apply for and obtain a permit from the Planning Division; and/or b) Cease commercial medical marijuana cultivation operations and remove all supporting infrastructure.

ATTACHMENT B
LEGAL DESCRIPTION

TRACT L-3

The Southwest Quarter of the Northwest Quarter, the Northwest Quarter of the Southwest Quarter and the East Half the Southwest Quarter of Section 9, Township 2 South, Range 1 West, Humboldt Meridian.

ATTACHMENT C
CODE ENFORCEMENT APPEAL HEARING REQUEST FORM

Address of Affected Property:
Conklin Creek Road, Petrolia, CA

Assessor's Parcel Number:
107-015-005

To: Humboldt County Code Enforcement Unit
3015 H Street
Eureka, California 95501

Pursuant to Humboldt County Code Section 351-9, I am requesting a hearing to contest the Humboldt County Code Enforcement Unit's determination that a nuisance exists on the above-referenced property.

[Brief statement setting forth the interest that the requesting party has in the Code Enforcement Unit's determination that a nuisance exists on the affected property]: _____

[Brief statement of the material facts that the requesting party claims support the contention that a nuisance does not exist on the affected property]: _____

[Address at which the requesting party agrees to accept service of any additional notices or documents relating to the Code Enforcement Unit's determination that a nuisance exists on the affected property]:

Name: _____

Address: _____

City, State: _____

Telephone Number: _____

I understand, and agree, that if I fail to appear at the place and time set for the requested appeal hearing, as set forth in the Notice of Code Enforcement Appeal Hearing issued pursuant to Humboldt County Code Section 351-9, the Code Enforcement Unit's determination that a nuisance exists on the affected property will become final after ten (10) calendar days after service of the Notice to Abate Nuisance pursuant to Humboldt County Code Section 351-13.

I hereby declare under the penalty of perjury, under the laws of the State of California, that the foregoing is true and correct to the best of my knowledge.

Signature: _____

Name: _____

Date: _____

PROOF OF SERVICE

STATE OF CALIFORNIA)

) ss

COUNTY OF HUMBOLDT)

I, LACY MITCHELL, say:

I am a citizen of the United States, over 18 years of age, a resident of the County of Humboldt, State of California, and not a party to the within action; that my business address is Humboldt County Planning and Building; 3015 H Street, Eureka, CA 95503; that on September 27, 2017, I served a true copy of **NOTICE TO ABATE NUISNCE; and NOTICE OF VIOLATION AND PROPOSED ADMINISTRATIVE CIVIL PENALTY;**

_____ By placing a true copy thereof enclosed in a sealed envelope and depositing the envelope at my place of business for same-day collection and mailing with the United States mail, following our ordinary business practices with which I am readily familiar, addressed as set forth below:

XX by placing a true copy of the aforementioned document in a sealed envelope individually addressed to each of the parties and caused each such envelope to be deposited with the U.S Postal Service and/or picked up by an authorized representative, on that same day with fees fully prepaid at Eureka, California, in the ordinary course of business as set forth below with return receipt requested: (Certified Mail & First Class)

Rodolfo Machado
2011 Myrtle Street
Oakland, CA 94607

_____ by personally posting a copy thereof on the premises located at:

_____ by placing a true copy of thereof in the designated place at Court Operations to the attorney/parties named below.

_____ by fax or electronic mail

I declare under penalty of perjury that the foregoing is true and correct,

Executed on the 27th day of September, 2017 in the City of Eureka, County of Humboldt, State of California.



Lacy Mitchell, Legal Office Assistant

**Abatement Review:
APN: 107-015-005-000**

Date Served: 10/9/2017

The screenshot displays the Humboldt County Internal Web GIS interface. At the top, the header includes the Humboldt County logo, the text "Humboldt County Internal Web GIS", and navigation links for "Planning & Building Department", "WebGIS Portal", "Comments", "Help", and "Legend Key". A search bar on the left contains the text "Parcel APN, or Location". The main map area shows an aerial view with yellow parcel boundaries and a large brown-shaded area labeled "Cultivation Site" in yellow text. A yellow circle highlights a specific spot within this site. A "Query" window is open, displaying the following information:

Query	
← OPTIONS	Results
Number of features found: 1	
APN:	107-015-005-000
Owner Name:	Machado Rodolfo
Situs Address:	
Situs City:	

At the bottom of the map, there are navigation controls, a scale bar, and coordinates (40.3008 -124.1725 Degrees). The bottom right corner features logos for "Humboldt County GIS", "USDA FSA", "Esri, HERE, Garmin, iPC", and "esri".

GIS Parcel Boundary Map & Cultivation Area ID

Abatement Review:
APN: 107-015-005-000

Prior to Service



April 18, 2017

Abatement Review
APN: 107-015-005-000

2 Months after Service



January 28, 2018

Abatement Review
APN: 107-015-005-000

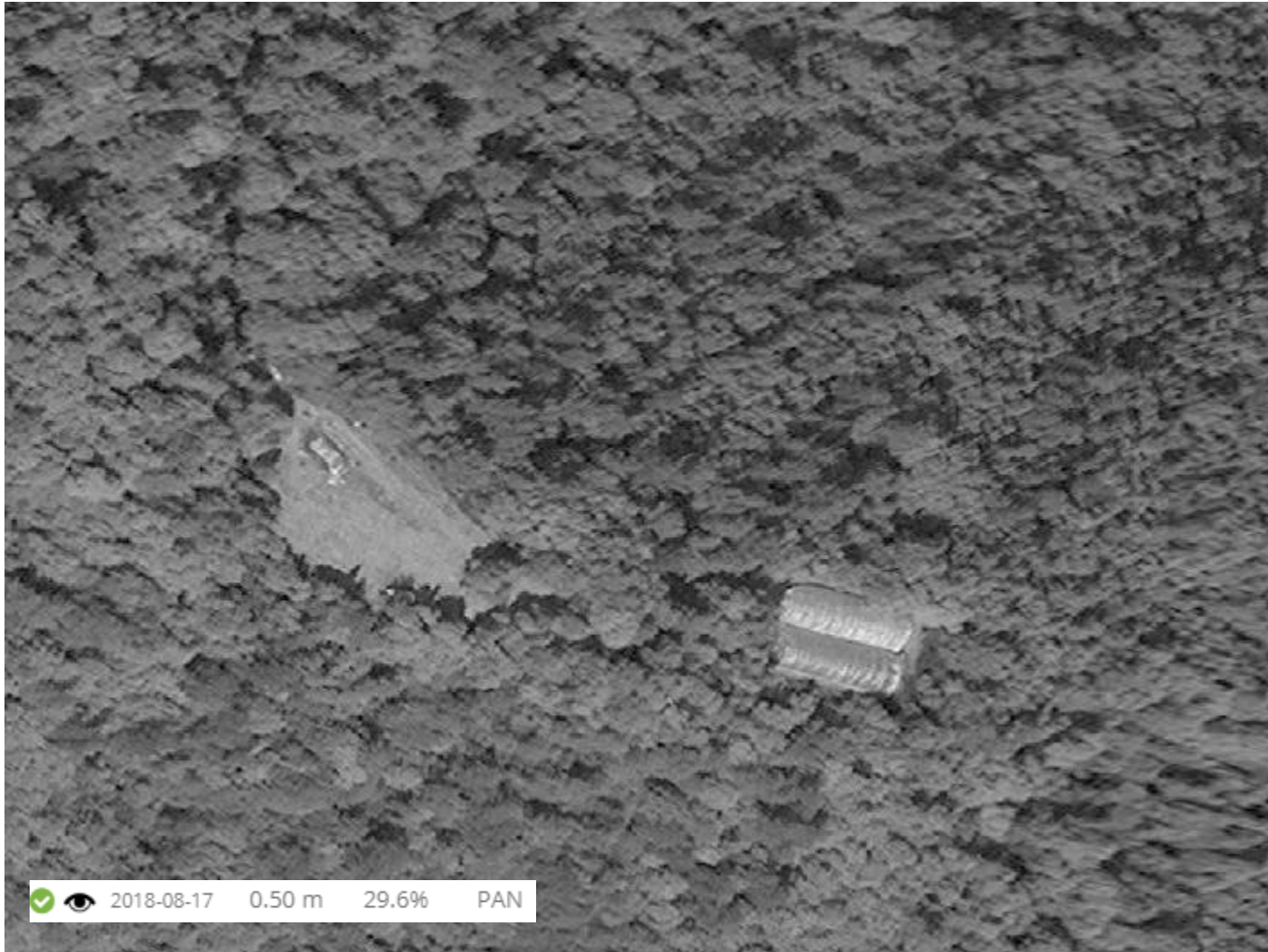
7 Months after Service



May 6, 2018

**Abatement Review
APN: 107-015-005-000**

10 Months after Service

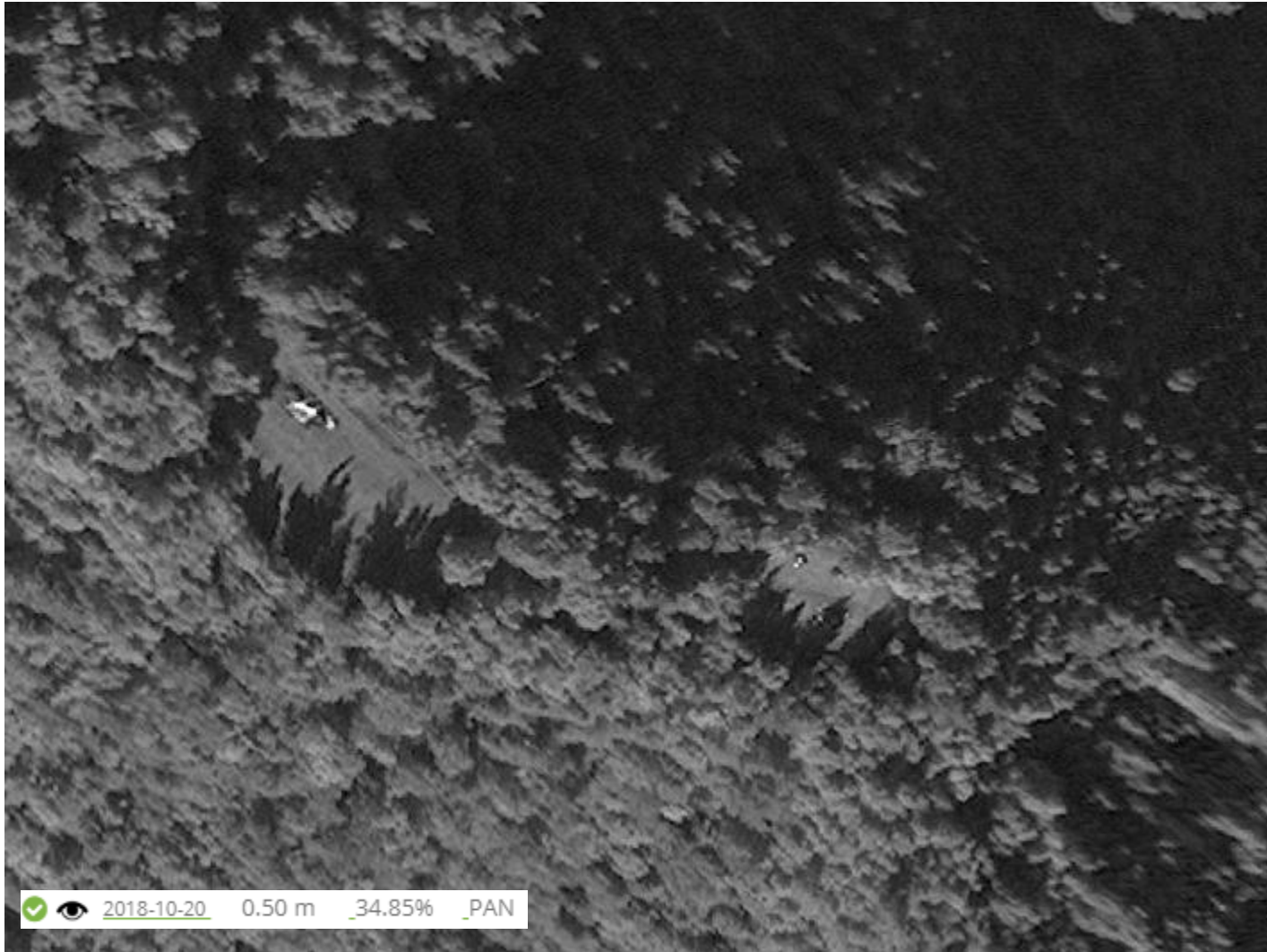


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August 17, 2018

Abatement Review
APN: 107-015-005-000

11 Months after Service



October 20, 2018

Abatement Review
APN: 107-015-005-000

1+ Years after Service



April 21, 2019

Imagery Date: 4/21/2019 lat 40.310607° lon -124.194194° elev 1135 ft eye alt 1906 ft

Abatement Review
APN: 107-015-005-000

1+ Years after Service



August 6, 2019

Abatement Review
APN: 107-015-005-000

2+ Years after Service



October 6, 2019

January 24, 2019



County of Humboldt
Planning & Building
Department
3015 H Street
Eureka, CA 95501

Rodolfo Machado
2011 Myrtle St
Oakland, CA 94607

RE: Proposed Compliance Agreement in settlement of Notice to Abate Nuisance & Notice of Violation and Proposed Administrative Civil Penalty

APN: 107-015-005-000

On October 09, 2017 a **Notice to Abate Nuisance and Notice of Violation and Proposed Administrative Civil Penalty** was served in reference to the following violations:

- 331-14: Grading Without Permits*
- 331-28: Construction of Building/Structure in Violation of Building, Plumbing and/or Electrical Codes*
- 314-55.4: Violation of the Commercial Cannabis Land Use Ordinance*
- 611-3: Unapproved Sewage Disposal System*
- 521-4: Improper Storage and Removal of Solid Waste*
- 314-81.1: Use of a Recreational Vehicle or Mobile Home as a Residence*


To avoid assessment and collection of the daily administrative penalty of \$10,000 proposed in the Notice of Violation, either an abatement of all violations cited needed to have occurred within 10 days of being served with Notices or else a Compliance Agreement needs to be reached between the County and responsible party(s) in order to settle the daily penalty and provide an extended timetable for completing required abatement.

Please review the attached Compliance Agreement drafted for the property and violations in question and respond to Code Enforcement within two weeks of receipt. This agreement represents our standard proposal and includes a monetary settlement that is calculated by applying a one day \$10,000 penalty to each category of violation cited. Evidence of timely abatement progress related to the violations cited can affect the Compliance Agreement and monetary settlement proposed.

Please contact Code Enforcement at (707) 476-2429 or e-mail Code Compliance Officer Warren Black at wblack2@co.humboldt.ca.us to discuss next steps related to entering into an agreement as well as any abatement efforts completed to date that may have bearing on agreement proposed.

Thank you for your cooperation in this matter.

COUNTY OF HUMBOLDT:

By: 
Investigator Brian Bowes
Humboldt County Planning and Building Department

Date: January 24, 2019

Enclosure:
Proposed Compliance Agreement for APN: 107-015-005-000

**COMPLIANCE AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
RODOLFO MACHADO**

This Compliance Agreement (“Agreement”) entered into this day of January ____, 2019 (“Effective Date”), by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Rodolfo Machado, as owner, beneficial owner, tenant or occupier of, or other person or entity who has allowed a violation to occur on the property described as Assessor’s Parcel Number 107-015-005-000 located at Conklin Creek Rd in the Community of Petrolia, California (“Subject Property”), hereinafter referred to as “RESPONSIBLE PARTY,” is made upon the following considerations:

RECITALS:

WHEREAS, on or about August 23, 2017, COUNTY, by and through the Humboldt County Planning and Building Department – Code Enforcement Unit (“Code Enforcement Unit”), opened **Code Enforcement Case Number 17CEU-244** in response to complaints of alleged nuisances and/or other violations of local, state and/or federal law (“Violations”) that had occurred and/or existed on the Subject Property; and

WHEREAS, after examination of the Subject Property, the Code Enforcement Unit determined that the following Violations had occurred and/or existed on the Subject Property:

- 331-14: Grading Without Permits
- 331-28: Construction of Building/Structure in Violation of Building, Plumbing and/or Electrical Codes
- 314-55.4: Violation of the Commercial Cannabis Land Use Ordinance
- 611-3: Unapproved Sewage Disposal System
- 521-4: Improper Storage and Removal of Solid Waste
- 314-81.1: Use of a Recreational Vehicle or Mobile Home as a Residence

WHEREAS, on or about October 09, 2017, the Code Enforcement Unit served RESPONSIBLE PARTY with a Notice of Violation and Proposed Administrative Civil Penalty (“Notice of Violation”) and a Notice to Abate Nuisance pertaining to the Violations that had occurred and/or existed on the Subject Property; and

WHEREAS, the above-referenced Notice of Violation notified RESPONSIBLE PARTY that a daily administrative civil penalty in the amount of **Ten thousand dollars per day (\$10,000 per day)** would be imposed on the Subject Property for a period of up to ninety (90) calendar days, if the required corrective action or actions set forth therein were not completed within ten (10) calendar days after service thereof; and

WHEREAS, COUNTY has incurred Administrative Costs, as defined by Humboldt County Code Section 352-3(a), in the amount of **one thousand and sixty-four dollars and twenty-four cents (\$1064.24)** as of the Effective Date of this Agreement; and

WHEREAS, RESPONSIBLE PARTY hereby acknowledges, for purposes of entering into this Compliance Agreement and settlement of claims and for no other reason, that the Violations set forth in the above-referenced Notice of Violation have occurred and/or exist on the Subject Property; and

WHEREAS, RESPONSIBLE PARTY hereby accepts full responsibility, without condition, for making the required corrections and/or repairs set forth in the above-referenced Notice of Violation; and

WHEREAS, in exchange for RESPONSIBLE PARTY's promise to settle and resolve, as set forth herein, the Violations that occurred and/or existed on the Subject Property on or before October 09, 2017, COUNTY is willing to stay enforcement and collection of the above-referenced daily administrative civil penalty; and

WHEREAS, in the event RESPONSIBLE PARTY does not correct the Violations that have occurred and/or exist on the Subject Property within the timeframes set forth herein, and COUNTY does not extend the time allowed to resolve such Violations, the above-referenced daily administrative civil penalty will be enforced to the fullest extent allowed by law; and

WHEREAS, COUNTY and RESPONSIBLE PARTY desire to enter into an agreement which sets forth each party's rights and obligations regarding the settlement and resolution of the Violations that have occurred and/or exist on the Subject Property; and

WHEREAS, RESPONSIBLE PARTY acknowledges and agrees that this Agreement only applies to the daily administrative civil penalties imposed pursuant to the above-referenced Notice of Violation pertaining to the Violations that occurred and/or existed on the Subject Property on or before October 09, 2017; and

WHEREAS, RESPONSIBLE PARTY acknowledges and agrees that nothing set forth herein shall be deemed to waive or reduce any applicable permit fees, including, without limitation, double fees, or administrative civil penalties imposed after October 09, 2017; and

WHEREAS, RESPONSIBLE PARTY acknowledges and agrees that this Agreement only relates to Violations that occurred and/or existed on the Subject Property on or before October 09, 2017; and

WHEREAS, RESPONSIBLE PARTY acknowledges and agrees that nothing set forth herein shall preclude COUNTY from investigating and enforcing any and all new Violations that occur and/or exist on the Subject Property after October 09, 2017.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto mutually agree as follows:

AGREEMENT:

1. INCORPORATION OF RECITALS:

The foregoing recitals are hereby incorporated into this Agreement by reference as if fully set forth below.

2. RIGHTS AND OBLIGATIONS OF RESPONSIBLE PARTY:

By executing this Agreement, RESPONSIBLE PARTY, for itself, and its assignees and successors in interest, agrees as follows:

A. Monetary Settlement of Penalties and Costs.

1. RESPONSIBLE PARTY shall pay the sum of **thirty thousand dollars (\$30,000.00)** per the payment plan timeline set forth as follows, in settlement of the above-referenced administrative civil penalty:

25% Down Payment due with 7 days of the Effective Date of this Agreement	\$ 7,500.00
5 monthly installment payments	\$ 4,500.00

Balance to be paid in full 6 months after the Effective Date of this Agreement.

2. RESPONSIBLE PARTY shall pay the sum of **one thousand and sixty-four dollars and twenty-four cents (\$1064.24) within 7 days of the Effective Date of this Agreement**, in settlement of the above-referenced Administrative Costs incurred prior to the Effective Date of this Agreement.
3. RESPONSIBLE PARTY acknowledges and agrees that COUNTY will incur Administrative Costs subsequent to the Effective Date of this Agreement to administer this Agreement including but not limited to inspection and verification for compliance. Accordingly, RESPONSIBLE PARTY agrees to pay a **Not To Exceed** amount of **four thousand five hundred dollars (\$4,500)** within **twenty-one (21) calendar days** of receiving COUNTY's invoice for Administrative Costs COUNTY incurred subsequent to the Effective Date of this Agreement.
4. RESPONSIBLE PARTY shall be jointly and severally liable for all amounts listed in Section 2.A.

B. Corrective Actions. RESPONSIBLE PARTY shall take all of the following corrective actions, in accordance with the timeframes set forth herein, in order to abate the Violations described in the above-referenced Notice of Violation on or before **one year after the Effective Date of this Agreement or until required permits expire**:

1. Immediately remove all commercial quantities of cannabis or cannabis products from the Property.
2. Remove all of the structures on the Property that have a nexus to marijuana cultivation, including applying for and obtaining demolition permits where applicable. The structures, soil containers and soil must all be removed no later than three weeks after the Effective Date, including any necessary erosion control work. All of the solid waste generated by this cleanup must be disposed of in the proper manner and care must be taken to ensure that nutrients in the waste soil do not leach into a watercourse.
3. All water infrastructures that supported cannabis cultivation, including spring-boxes, cisterns, water tanks or bladders, and water lines must be removed and properly disposed of no later than three weeks after the Effective Date.
4. If applicable, submit a restoration plan, designed by a qualified professional, within eight weeks of the Effective Date to remediate the graded areas and/or effects of any development within a Streamside Management Area. All areas that have been graded without permits must be returned to an area that is environmentally stable based on the

restoration plan and recommendations by the qualified professional. The qualified professional may determine that an area would have a greater negative environmental impact if restored to natural contours/vegetation.

5. Submit a complete application for all of the permits required to complete the restoration plan within eight weeks of the effective date. All work required by these permit(s) must be completed within one year of the issuance of the permit.

- C. **Receipt of Applicable Permits.** RESPONSIBLE PARTY shall apply for and receive, at its own expense, any and all applicable local, state and/or federal permits prior to taking the corrective actions set forth herein. RESPONSIBLE PARTY shall respond to any and all requests for information necessary to process permit applications within **ten (10) business days** after receipt of such request. All permits issued pursuant to the terms and conditions of this Agreement shall be picked up from the COUNTY within **five (5) business days** after the issuance thereof.
- D. **Consent to Inspection.** RESPONSIBLE PARTY shall permit COUNTY and any other duly authorized local, state and or federal agencies to conduct any and all inspections of the Subject Property that may be required to determine whether RESPONSIBLE PARTY is complying with the terms and conditions of this Agreement.
- E. **Property Transfers.** RESPONSIBLE PARTY will not sell, transfer, mortgage, lease or otherwise dispose of the Subject Property until the corrective actions set forth herein are completed or until the Responsible Party first furnishes the grantee, transferee, mortgagee or lessee with a true and correct copies of the above-referenced Notice of Violation and this Agreement. RESPONSIBLE PARTY shall provide COUNTY with a signed and notarized statement from the grantee, transferee, mortgagee or lessee which acknowledges the receipt of true and correct copies of the above-referenced Notice of Violation and this Agreement, and full acceptance of the responsibility, without condition, for taking the corrective actions set forth herein.
- F. **Waiver of Appeal Rights.** RESPONSIBLE PARTY hereby waives its right to request an Administrative Civil Penalty Appeal Hearing and/or Code Enforcement Appeal Hearing before a COUNTY appointed hearing officer in order to determine whether the Violations set forth in the above-referenced Notice of Violation and Notice to Abate Nuisance actually occurred and/or existed on the Subject Property and/or the reasonableness of the amount of the administrative civil penalty.
- G. **Effect of Noncompliance.** In the event that RESPONSIBLE PARTY fails to comply substantially with the terms and conditions of this Agreement, the above-referenced administrative civil penalty in the amount of **ten thousand dollars (\$10,000) per day** will continue to accrue until the ninety day period expires or the violations are abated, according to proof. At this point in time the administrative penalty, as well as any unpaid portion of the Administrative Costs incurred by COUNTY during the investigation of the Violations set forth in the above-referenced Notice of Violation will become immediately due and payable.

3. **RIGHTS AND OBLIGATIONS OF COUNTY:**

By executing this Agreement, COUNTY, for itself, and its assignees and successors in interest,

agrees as follows:

- A. **Stay of Enforcement and Collection Actions.** COUNTY shall not take any enforcement or collection actions regarding the administrative civil penalty imposed pursuant to the above-referenced Notice of Violation. However, in the event RESPONSIBLE PARTY fails to abide by the terms of this Agreement, COUNTY shall be entitled to take any and all appropriate enforcement and/or collection actions pursuant to Chapters 1 and 2 of Division 5 of Title III of the Humboldt County Code.
- B. **Release of Violations.** Upon RESPONSIBLE PARTY's completion of all the corrective actions required hereunder and payment of all amounts listed in Section 2.A. and all applicable permit and/or inspection fees, COUNTY shall dismiss the above-referenced Notice of Violation and Notice to Abate Nuisance and issue a Release of Notice of Violation and Proposed Administrative Civil Penalty and Release of Notice to Abate Nuisance to RESPONSIBLE PARTY.

4. **TERM:**

This Agreement shall begin upon execution by both parties ("Effective Date") and shall remain in full force and effect until **one year after the Effective Date of this Agreement**, unless sooner terminated or extended as provided herein.

5. **TERMINATION:**

COUNTY may immediately terminate this Agreement, upon notice, if RESPONSIBLE PARTY fails to comply with the terms of this Agreement within the time limits specified herein, or violates any ordinance, regulation or other law applicable to its performance herein.

6. **NOTICES:**

Any and all notices required to be given pursuant to the terms and conditions of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Code Enforcement
Attention: Bob Russell
3015 H Street
Eureka, California 95501

RESPONSIBLE PARTY: Rodolfo Machado
2011 Myrtle St
Oakland, CA, 94607

7. **CONFIDENTIAL INFORMATION:**

In the performance of this Agreement, each party hereto may receive information that is confidential under local, state or federal law. Each party hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards.

8. **NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:**

By executing this Agreement, RESPONSIBLE PARTY certifies that it is not a Nuclear Weapons Contractor, in that RESPONSIBLE PARTY is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components, as defined by the Nuclear Free Humboldt County Ordinance. RESPONSIBLE PARTY agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if RESPONSIBLE PARTY subsequently becomes a Nuclear Weapons Contractor.

9. **INDEMNIFICATION:**

- A. **Hold Harmless, Defense and Indemnification.** RESPONSIBLE PARTY shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against, any all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, reasonable attorneys' fees and other costs of litigation, arising out of, or in connection with, RESPONSIBLE PARTY's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. **Effect of Insurance.** Acceptance of the insurance required by this Agreement shall not relieve RESPONSIBLE PARTY from liability under this provision. This provision shall apply to all claims for damages related to the performance of RESPONSIBLE PARTY's performance of the duties and obligations set forth in this Agreement regardless of whether any insurance is applicable or not. The policy limits pertaining to the insurance required hereunder shall not act as a limitation upon the amount of indemnification or defense to be provided by RESPONSIBLE PARTY hereunder.

10. **INSURANCE REQUIREMENTS:**

Without limiting the indemnification obligations set forth herein, RESPONSIBLE PARTY will obtain or maintain in full force and effect, at its own expense, any and all insurance policies required by law. RESPONSIBLE PARTY will ensure that any and all hired subcontractors have the appropriate insurance for the services provided.

11. **RELATIONSHIP OF PARTIES:**

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. RESPONSIBLE PARTY shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

12. **COMPLIANCE WITH APPLICABLE LAWS:**

RESPONSIBLE PARTY agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the performance of the duties and/or obligations set forth herein.

13. **PROVISIONS REQUIRED BY LAW:**

This Agreement is subject to any additional local, state and federal restrictions, limitations, or

conditions that may affect the provisions, terms or conditions of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

14. **REFERENCE TO LAWS AND RULES:**

In the event any law, regulation, policy or procedure referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

15. **SEVERABILITY:**

In the event any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

16. **ASSIGNMENT:**

RESPONSIBLE PARTY shall not delegate its duties nor assign its rights hereunder, either in whole or in part, without COUNTY's prior written consent. Any assignment by RESPONSIBLE PARTY in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement.

17. **AGREEMENT SHALL BIND SUCCESSORS:**

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

18. **WAIVER OF DEFAULT:**

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

19. **NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:**

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

20. **AMENDMENT:**

This Agreement may be extended and/or modified at any time during the term of this Agreement upon the mutual consent of both parties; said extensions/modifications may not be unreasonably withheld in order for work to be completed by third party licensed professionals whose ability to commit to and complete work is beyond RESPONSIBLE PARTY's control. No supplement, modification, waiver, extension or termination of this Agreement or any provision hereof shall be binding unless executed in writing by the parties in the same manner as this Agreement.

21. **JURISDICTION AND VENUE:**

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

22. **SUBCONTRACTS:**

RESPONSIBLE PARTY shall remain legally responsible for the performance of all terms and conditions of this Agreement, including corrective actions performed by third parties under subcontracts.

23. **ATTORNEYS' FEES:**

COUNTY and RESPONSIBLE PARTY shall each bear their own costs and attorneys' fees. However, if either party commences any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement, the prevailing party in said action or proceeding shall be entitled to recover, court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, collection costs, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

24. **SURVIVAL:**

The duties and obligations of the parties set forth in Section 7 – Confidential Information and Section 9 – Indemnification shall survive the expiration or termination of this Agreement.

25. **CONFLICTING TERMS OR CONDITIONS:**

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

26. **INFORMED CONSENT:**

RESPONSIBLE PARTY has had the opportunity to be represented by independent legal counsel of their own choice, and this Agreement was prepared with the joint input of all parties. RESPONSIBLE PARTY further acknowledges that this Agreement was executed freely and voluntarily and with the opportunity for RESPONSIBLE PARTY to receive the advice of independent legal counsel. RESPONSIBLE PARTY is fully aware of its contents and its legal effect.

27. **NO REPRESENTATION NOT CONTAINED HEREIN:**

Each party acknowledges that no other party, nor any agent or attorney of any party, has made any promise, representation or warranty whatsoever, express or implied, not expressly contained herein, concerning the subject matter hereto so as to induce it to execute this Agreement; and each party acknowledges that it has not executed this Agreement in reliance on any promise, representation or warranty not contained herein.

28. **INTERPRETATION:**

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

29. **INDEPENDENT CONSTRUCTION:**

The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

30. **ENTIRE AGREEMENT:**

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

31. **AUTHORITY TO EXECUTE:**

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party hereto represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day, month and year below written:

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

RODOLFO MACHADO:

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Bob Russell, Deputy Director
Humboldt County Planning and Building Department

NOTE TO NOTARY PUBLIC: If you are notarizing the signatures of persons, signing on behalf of a corporation, partnership, trust, etc., please use the correct notary jurat (acknowledgment) as explained in your Notary Public Law Book.

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

STATE OF CALIFORNIA

COUNTY OF HUMBOLDT)

On _____ before me, _____, a

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)



COUNTY OF HUMBOLDT
CODE ENFORCEMENT UNIT
3015 H Street
Eureka, California 95501
(707) 476-2429

NOTICE OF ADMINISTRATIVE CIVIL PENALTY ASSESSMENT

[Humboldt County Code §352-15]

Address of Affected Property:

Conklin Creek Rd, Petrolia, CA 95558

Assessor's Parcel Number:

107-015-005-000

Owner:

Rodolfo Machado
3437 Dormer Ave
Concord, CA 94519

NOTICE IS HEREBY GIVEN that a final administrative civil penalty in the amount of **Nine Hundred Thousand Dollars (\$900,000.00)** has been imposed based on the Humboldt County Code Enforcement Unit's determination that a violation, as defined by Humboldt County Code Section 352-3(t), has occurred or exists on the above-referenced property situated in the County of Humboldt, State of California, as described in "Attachment A – Legal Description."

NOTICE IS FURTHER GIVEN that the Code Enforcement Unit will seek to levy an administrative civil penalty assessment against the property on which the violation occurred or exists in the amount of **Nine Hundred One Thousand, Two Hundred, Twenty-Nine Dollars and Sixty-Four Cents (\$901,229.64)** in order to collect the administrative civil penalty and recover the administrative costs and/or attorney's fees, as described in "Attachment B – Account of Costs Incurred," associated with the actions taken by the Code Enforcement Unit to impose the administrative civil penalty, as described in "Attachment C – Actions Required to Impose Administrative Civil Penalty."

NOTICE IS FURTHER GIVEN that you may file with the Code Enforcement Unit an objection to the proposed assessment that is limited to the amount of the administrative civil penalty, and/or the amount of the administrative costs and/or attorney's fees associated therewith, within ten (10) calendar days after service of this Notice of Administrative Civil Penalty Assessment.

APN: 107-015-005-000

NOTICE IS FURTHER GIVEN that an objection to the proposed assessment, must be prepared using the form attached hereto as "Attachment D – Administrative Civil Penalty Assessment Appeal Hearing Request Form," and signed under penalty of perjury.


NOTICE IS FURTHER GIVEN that, upon receipt of an objection to the proposed assessment, the Code Enforcement Unit shall set the matter for hearing before the Humboldt County Board of Supervisors and issue a Notice of Administrative Civil Penalty Assessment Appeal Hearing as set forth in Humboldt County Code Section 352-17.

NOTICE IS FURTHER GIVEN that the date of the Administrative Civil Penalty Assessment Appeal Hearing shall be no sooner than fifteen (15) calendar days after the date on which the Notice of Administrative Civil Penalty Assessment Appeal Hearing is served.

NOTICE IS FURTHER GIVEN that the proposed assessment shall be deemed final and summarily approved by the Humboldt County Board of Supervisors without holding an Administrative Civil Penalty Assessment Appeal Hearing, if an objection to the proposed assessment is not filed within ten (10) calendar days after service of this Notice of Administrative Civil Penalty Assessment.

NOTICE IS FURTHER GIVEN that the final administrative civil penalty assessment, as approved by the Humboldt County Board of Supervisors, may become a lien against the property on which the violation occurred or exists that has the same force, effect and priority of a judgment lien governed by the provisions of California Code of Civil Procedure Sections 697.310, et seq., and may be extended as provided in California Code of Civil Procedure Sections 683.110, et seq.

NOTICE IS FURTHER GIVEN that an additional Notice of Violation and Proposed Administrative Civil Penalty can be served upon you, if the violation occurs, continues or exists after ninety (90) days from the date on which the initial civil administrative penalty is imposed.

Signature:  _____
Name: John Ford

Title: Director
Date: 3/16/2020

**ATTACHMENT A
LEGAL DESCRIPTION**

TRACT L-3

The Southwest Quarter of the Northwest Quarter, the Northwest Quarter of the Southwest Quarter and the East Half the Southwest Quarter of Section 9, Township 2 South, Range 1 West, Humboldt Meridian.

**ATTACHMENT B
ACCOUNT OF COSTS INCURRED**

ADMINISTRATIVE COSTS		
Violation(s)	Nature of Cost Incurred	Amount
§331-14	Agency Assistance on Law Enforcement Search Warrant	
§331-28	5 Staff Hours Driving Mileage Cost	\$ 634.40
§314-55.4	Preparation and Service of Notice to Abate Nuisance & Notice of Violation by Posting, by Mail, and Legal Advertisement	
§314-81.1	1.65 Staff Hours Grant Deed Cost	
§611-3	Certified Mailing Cost Driving Mileage Cost	
§521.4	Legal Advertisement Cost	\$ 461.49
	Drafted and Sent Proposed Compliance Agreement	
	0.5 Staff Hours	\$ 63.33
	Preparation and Service of Notice of Withdrawal of Proposed Compliance Agreement Served by Mail	
	0.5 Staff Hours Certified Mailing Cost	\$ 70.42
		Total Cost \$ 1,229.64

**ATTACHMENT C
ACTIONS REQUIRED TO IMPOSE
ADMINISTRATIVE CIVIL PENALTY**

Violation(s)	Nature of Actions Taken To Impose Administrative Civil Penalty	Date
§331-14	Agency Assistance on Law Enforcement Search Warrant	August 22, 2017
§331-28	Preparation and Service of Notice to Abate Nuisance & Notice of Violation by Posting, by Mail, and Legal Advertisement	September 27, 2017
§314-55.4		
§314-81.1	Drafted and Sent Proposed Compliance Agreement	January 25, 2019
§611-3	Preparation and Service of Notice of Withdrawal of Proposed Compliance Agreement Served by Mail	February 28, 2019
§521.4		

ATTACHMENT D
ADMINISTRATIVE CIVIL PENALTY ASSESSMENT APPEAL
HEARING REQUEST FORM

Address of Affected Property: Conklin Creek Rd, Petrolia, CA 95558.

Assessor's Parcel Number: 107-015-005-000

To: Humboldt County Code Enforcement Unit
3015 H Street
Eureka California, 95501

Pursuant to Humboldt County Code Section 352-17, I am requesting a hearing to contest the amount of the administrative civil penalty assessment proposed to be levied against the property on which the violation occurred or exists in order to collect the final administrative civil penalty and recover the administrative costs and/or attorney's fees associated with the actions taken by the Humboldt County Code Enforcement Unit to impose the administrative civil penalty.

[Brief statement of the material facts that the requesting party claims support the contention that the amount of the administrative penalty, and/or the administrative costs and/or attorney's fees associated therewith, are inappropriate under the circumstances of this case]:

[Address at which the requesting party agrees to accept service of any additional notices or documents relating to the Code Enforcement Unit's determination that a violation has occurred or exists on the affected property and/or the amount of the proposed administrative civil penalty assessment]:

Name: _____

Address: _____

City, State: _____

Telephone Number: _____

I hereby declare under the penalty of perjury, under the laws of the State of California, that the foregoing is true and correct to the best of my knowledge.

Signature: _____

Date: _____

Name: _____

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF HUMBOLDT)

I, TASHEENA EVENSON, say:

I am a citizen of the United States, over 18 years of age, a resident of the County of Humboldt, State of California, and not a party to the within action; that my business address is Planning and Building Department, 3015 H Street, Eureka, California; that on Marth 17th, 2020 I served a true copy **NOTICE OF ADMINISTRATIVE CIVIL PENALTY ASSESSMENT.**

XXX by placing a true copy of the aforementioned document in a sealed envelope individually addressed to each of the parties and caused each such envelope to be deposited with the U.S. Postal Service and/or picked up by an authorized representative, on that same day with fees fully prepaid at Eureka, California, in the ordinary course of business as set forth below: (First Class & Cert.)

**Rodolfo Machado
3437 Dormer Ave
Concord, CA 94519**

_____ by personally hand delivering a true copy thereof to the occupant at the premises located at:

_____ by personally posting a true copy thereof on the premises located at:

_____ by placing a true copy thereof in the designated place at Court Operations to the attorney/parties named below:

_____ by placing a true copy in the County's Mailroom designated to the attorney named below:

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

Executed on this 17 day of March 2020, in the City of Eureka, County of Humboldt, State of California.



Tasheena Evenson - Code Enforcement Legal Office Assistant II

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF HUMBOLDT)

I, Branden Howton, say:

I am a citizen of the United States, over 18 years of age, a resident of the County of Humboldt, State of California, and not a party to the within action; that my business address is County of Humboldt Planning & Building Dept.; 3015 H Street, Eureka, California; that on March 17, 2020, I served a true copy of **NOTICE OF ADMINISTRATIVE CIVIL PENALTY ASSESSMENT.**

_____ by placing a true copy thereof enclosed in a sealed envelope and depositing the envelope at my place of business for same-day collection and mailing with the United States mail, following our ordinary business practices with which I am readily familiar, addressed as set forth below:

_____ by personally hand delivering a true copy thereof to the occupant who resides at the premises located at:

_____ by personally posting a true copy thereof on gate allowing access to premises located at:

Conklin Creek Road, Petrolia, CA 95558
APN: 107-015-005-000 GPS 40.30942, -124.23588

_____ by placing a true copy thereof in the designated place at Court Operations to the attorney/parties named below:

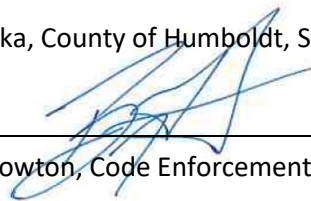
_____ by placing a true copy in the County's Mailroom designated to the attorney named below:

_____ by fax as set forth below:

_____ by electronic service as set forth below:

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

Executed on this 19th day of March 2020, in the City of Eureka, County of Humboldt, State of California.



Branden Howton, Code Enforcement Unit



COUNTY OF HUMBOLDT
PLANNING AND BUILDING DEPARTMENT
CODE ENFORCEMENT

Warren Black
Code Compliance Officer

Phone: (707) 476-2429
Fax: (707) 268-3792

3015 H Street
Eureka, CA 95501
wblack2@co.humboldt.ca.us

NOTICE OF ADMINISTRATIVE CIVIL PENALTY ASSESSMENT

[Humboldt County Code §352-15]

Address of Affected Property:
Conklin Creek Rd, Petrolia, CA 95558

Assessor's Parcel Number:
107-015-005-000

Owner:
Rodolfo Machado
3437 Dormer Ave
Concord, CA 94519

NOTICE IS HEREBY GIVEN that a final administrative civil penalty in the amount of **Nine Hundred Thousand Dollars (\$900,000.00)** has been imposed based on the Humboldt County Code Enforcement Unit's determination that a violation, as defined by Humboldt County Code Section 352-3(t), has occurred or exists on the above-referenced property situated in the County of Humboldt, State of California, as described in "Attachment A – Legal Description."

NOTICE IS FURTHER GIVEN that the Code Enforcement Unit will seek to levy an administrative civil penalty assessment against the property on which the violation occurred or exists in the amount of **Nine Hundred One Thousand, Two Hundred, Twenty-Nine Dollars and Sixty-Four Cents (\$9,120.64)** for to collect the administrative civil penalty and recover the administrative costs and/or attorney's fees as described in "Attachment B – Account of Costs Incurred," associated with the actions taken by the Code Enforcement Unit to impose the administrative civil penalty, as described in "Attachment C – Actions Required to Impose Administrative Civil Penalty."

NOTICE IS FURTHER GIVEN that you may file with the Code Enforcement Unit an objection to the proposed assessment that is limited to the amount of the administrative civil penalty, and/or the amount of the administrative costs and/or attorney's fees associated therewith, within ten (10) calendar days after service of this

STAPLES

3.17.2020 13:19

COUNTY OF MARIKUP
Warner Block
Assessment Unit
10000
10000

**NOTICE OF ADMINISTRATIVE
CIVIL PENALTY ASSESSMENT**
(Hazardous Waste Code 2702.15)

Address of Affected Property:
Cedar Lake Road, Shasta, CA 95768
Assessor's Parcel Number:
027-075-001-000

Owner:
Kathleen M. Smith
10000 Cedar Lake Road
Cedar Lake, CA 95768

NOTICE TO PROPERTY OWNER: You have been assessed a civil penalty in the amount of One Thousand Two Hundred Dollars (\$1,200.00) for non-compliance with the Hazardous Waste Code 2702.15, which requires that the administrative program approved in the County of Shasta, State of California, be installed in accordance with the Hazardous Waste Code 2702.15.

NOTICE TO PROPERTY OWNER: You have been assessed a civil penalty in the amount of One Thousand Two Hundred Dollars (\$1,200.00) for non-compliance with the Hazardous Waste Code 2702.15, which requires that the administrative program approved in the County of Shasta, State of California, be installed in accordance with the Hazardous Waste Code 2702.15.

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STAMPES

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STAMPES

3.17.2020 13:19

POSITIVELY
NO
TRESPASSING

NOTICE OF IMPROVED TRACTING
FOR PUBLIC ACCESSIBILITY

NOTICE OF IMPROVED TRACTING
FOR PUBLIC ACCESSIBILITY

CAUTION
KEEP THIS
GATE CLOSED

3.17.2020 13:19



3.17.2020 13:19