

APN: 316-075-009-000

Recent Site History: 2014 - 2019

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 yellow parcel boundaries and a red-shaded cultivation area. A blue stream labeled "Low Gap Creek" flows through the area. A white query window is overlaid on the map, showing the following information:

Query	
< OPTIONS	Results
Number of features found: 1	
APN:	316-075-009-000
Owner Name:	W Creek Llc Co
Situs Address:	
Situs City:	

At the bottom of the query window is a "Clear Results" button. The bottom of the map interface shows a scale bar, coordinates "40.9214 -123.7763 Degrees", and a footer with "USDA FSA | Planet Team (2019) | Hum".

Parcel Boundaries and Cultivation Area ID Map

APN: 316-075-009-000

2014



May 28, 2014

APN: 316-075-009-000

2016



May 26, 2016

Imagery Date: 5/26/2016 lat 40.912265° lon -123.754170° elev 2910 ft eye alt 5054 ft

APN: 316-075-009-000

2018



Jul 17, 2018 19:14:49 UTC
SkySat Collect (0.8 m)
100% area coverage

July 17, 2018

APN: 316-075-009-000

2018



Sep 9, 2018 21:44:59 UTC
SkySat Collect (0.8 m)
100% area coverage

September 9, 2018

APN: 316-075-009-000

2019



September 14, 2019



CODE ENFORCEMENT UNIT
COUNTY OF HUMBOLDT

825 FIFTH STREET
EUREKA, CALIFORNIA 95501
PHONE: (707) 476-2429 FAX: (707) 445-6297

September 27, 2017

Dean Holter
315 P Street
Eureka, CA 95501

Re: Service of a Notice to Abate Nuisance & Notice of Violation and Proposed
Administrative Civil Penalty; W Creek LLC, Berry Summit #3, Blue Lake, CA 95525
APN: 316-075-009

Dear Mr. Holter:

The Code Enforcement Unit recently inspected the above described property and observed violations of County Code. We are serving you as agent of service with the attached ***Notice to Abate Nuisance & Notice of Violation and Proposed Administrative Civil Penalty*** for 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 Commercial Medical Marijuana Ordinance

Consequently, the Code Enforcement Unit has elected to record a ***Notice to Abate Nuisance & Notice of Violation and Proposed Administrative Civil Penalty*** against the property.

Please note that these recorded Notices may hinder the property owner's ability to sell or refinance the property. The Notices also states the enforcement actions that can be taken to bring the property into compliance with Humboldt County Codes. Please also note that the attached ***Notice of Violation and Proposed Administrative Civil Penalty*** states that the County propose an administrative civil penalty in the amount of \$10,000 per day for a period of ninety days. The administrative civil penalty will begin to accumulate ten days after the Notice is served. The Notices list options that may be taken by you and/or the property owner in response to these Notices.

If you have any questions or concerns about these documents or the code enforcement process in general, please feel free to call me at #707-476-2429 or email me at BBowes@co.humboldt.ca.us.

Sincerely,

Brian Bowes
Planner, Code Enforcement Unit

cc: W Creek LLC, 316 14th Street, Eureka, CA 95503
W Creek LLC, 1375 Belnor Road, McKinleyville, CA 95519

Enclosures:

Notice to Abate Nuisance

Notice of Violation and Proposed Administrative Civil Penalty



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:

Berry Summit #3, Blue Lake, CA 95525

Assessor's Parcel Number:

316-075-009

Owner:

W Creek LLC
316 14th Street
Eureka, CA 95503

1375 Belnor Road
McKinleyville, CA 95519

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: B. Bowes

Title: Planner, Code Enforcement Unit

Name: Brian Bowes

Date: 9-27-17

ATTACHMENT A CONDITIONS CONSTITUTING A NUISANCE

County Code	Description	Corrective Action
331-14	Grading Without Permits	Apply for and obtain permits to develop a restoration plan and implement restoration plan
331-28	Construction of Building/Structure in Violation of Building, Plumbing and/or Electrical Codes	Apply for and obtain permits to develop a restoration plan and implement restoration plan
314-55.4	Violation of Commercial Medical Marijuana Ordinance	a) Cease commercial medical marijuana cultivation operations and remove all supporting infrastructure and b) Apply for and obtain permits to develop a restoration plan and implement restoration plan

Remarks:

ATTACHMENT B LEGAL DESCRIPTION

For APN/Parcel ID(s): 316-075-002 portion and 316-082-001

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF HUMBOLDT, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE

The West Half of the Southwest Quarter of Section 8 and the East Half of the Southeast Quarter of Section 7, Township 6 North, Range 4 East, Humboldt Meridian.

Being the same lands described in Patent recorded in Book 21 of Patents, page 254, Humboldt County Records.

And being the same lands described in Certificate of Subdivision Compliance recorded Instrument No. 2013-000321-3, Humboldt County Official Records.

ATTACHMENT C
CODE ENFORCEMENT APPEAL HEARING REQUEST FORM

Address of Affected Property:

Berry Summit #3, Blue Lake, CA 95525

Assessor's Parcel Number:

316-075-009

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: _____



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:

Berry Summit #3, Blue Lake, CA 95525

Assessor's Parcel Number:

316-075-009

To Owner:

W Creek LLC
316 14th Street
Eureka, CA 95503

1375 Belnor Road
McKinleyville, CA 95519

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: B. Bowes

Title: Planner, Code Enforcement Unit

Name: Brian Bowes

Date: 9-27-17

ATTACHMENT A CONDITIONS CONSTITUTING A NUISANCE

County Code	Description	Corrective Action
331-14	Grading Without Permits	Apply for and obtain permits to develop a restoration plan and implement restoration plan
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314-55.4	Violation of Commercial Medical Marijuana Ordinance	a) Cease commercial medical marijuana cultivation operations and remove all supporting infrastructure and b) apply for and obtain permits to develop a restoration plan and implement restoration plan

ATTACHMENT B LEGAL DESCRIPTION

For APN/Parcel ID(s): 316-075-002 portion and 316-082-001

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF HUMBOLDT, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE

The West Half of the Southwest Quarter of Section 8 and the East Half of the Southeast Quarter of Section 7, Township 6 North, Range 4 East, Humboldt Meridian.

Being the same lands described in Patent recorded in Book 21 of Patents, page 254, Humboldt County Records.

And being the same lands described in Certificate of Subdivision Compliance recorded Instrument No. 2013-000321-3, Humboldt County Official Records.

ATTACHMENT C
CODE ENFORCEMENT APPEAL HEARING REQUEST FORM

Address of Affected Property:
Berry Summit #3, Blue Lake, CA 95525

Assessor's Parcel Number:
316-075-009

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, Brian Bowes, 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 Courthouse; 825 Fifth Street, Eureka, California; that on September 27, 2017, I served a true copy of NOTICE OF VIOLATION AND PROPOSED ADMINISTRATIVE CIVIL PENALTIES & NOTICE TO ABATE NUISANCE.

_____ 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:

X_____ by personally posting a true copy thereof on the steel gate entering to premises located at:
Berg Road, Berry Summit Area, Humboldt County CA
APN: 316-075-009

_____ 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 28th day of September, 2017, in the City of Eureka, County of Humboldt, State of California.



Brian Bowes, Planner – Code Enforcement Unit

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 29, 2017, I served a true copy of **NOTICE OF VIOLATION AND PROPOSED ADMINISTRATIVE CIVIL PENALTY; and NOTICE TO ABATE NUISANCE;**

_____ 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: (First Class Mail)

Dean Holter
315 P Street
Eureka, CA 95501

W Creek LLC
316 14th Street, Eureka, CA 95503
Eureka, CA 95503

W Creek LLC
1375 Belnor Road
Mckinleyville, CA 95519

_____ 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 29th day of September, 2017 in the City of Eureka, County of Humboldt, State of California.



Lacy Mitchell, Legal Office Assistant

PROOF OF SERVICE

STATE OF CALIFORNIA)

) ss

COUNTY OF HUMBOLDT)

Christian Nielson
I, I _____, 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 OF VIOLATION AND PROPOSED ADMINISTRATIVE CIVIL PENALTY; and NOTICE TO ABATE NUISANCE;**

_____ 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)

Dean Holter
315 P Street
Eureka, CA 95501

_____ 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.

Christian Nielson, Planning Technician II

**COMPLIANCE AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
W CREEK LLC**

This Compliance Agreement (“Agreement”), provisionally entered into this day of October 10, 2017 and awaiting approval by the Humboldt County Board of Supervisors on a future date (“Effective Date”), by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and W Creek LLC, as owner who has allowed a violation to occur on the property described as Assessor’s Parcel Number: 316-075-009 located on Berg Road in Willow Creek, California (“Subject Property”), hereinafter referred to as “RESPONSIBLE PARTY,” is made upon the following considerations:

RECITALS:

WHEREAS, on or about September 20, 2017, COUNTY, by and through the Humboldt County Planning and Building Department – Code Enforcement Unit (“Code Enforcement Unit”) opened **Code Enforcement Case Number 17CEU-279** 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 conducting an inspection of the Subject Property, the Code Enforcement Unit determined that the following Violations had occurred and/or existed on the Subject Property:

- Construction without permits; and
- Grading without permits; and
- A violation of the Commercial Medical Marijuana Ordinance; and

WHEREAS, on or about September 27, 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 two hundred dollars (\$1,200)** as of the Effective Date of this Agreement; and

WHEREAS, RESPONSIBLE PARTY hereby acknowledges 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 8, 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 8, 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 8, 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 8, 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 8, 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)** prior to the Effective Date of this Agreement, in settlement of the above-referenced administrative civil penalty.

2. RESPONSIBLE PARTY shall pay the sum of **one thousand and two hundred dollars (\$1,200)** prior to the Effective Date of this Agreement, in settlement of the above-referenced Administrative Costs incurred prior to the Effective Date of the 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 and 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 January 6, 2018:

1. Remove all cannabis plants and cease any and all cannabis operations located on the Subject Property no later than October 12, 2017.
2. Complete demolition of any and all unpermitted structures and soil containers supporting cannabis cultivation, including applying for and obtaining all proper permits from the Planning and Building Division and Division of Environmental Health in order to complete above-referenced demolition no later than November 6, 2017. 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. Submit completed application for proper permits to the Planning and Building Division in order to permit an existing unpermitted single family residence located on Subject Property. Completed application must have plans drawn by or under the supervision of a licensed architect and/or structural engineer no later than November 6, 2017.
4. Submit completed application for proper permits to the Planning and Building Division in order to permit any accessory structures located on the Subject Property that conform to the requirements of the Subject Property's zoning designation and therefore may be allowed to exist with proper permits. Completed application must have plans drawn by or under the supervision of a licensed architect and/or structural engineer no later than November 6, 2017.
5. Submit completed application for proper permits to the Planning and Building Division in order to remove any accessory structures and unpermitted single family residence that cannot be permitted and/or that you do not wish to submit permit applications for no later than November 6, 2017.
6. Secure and implement winter weatherization and soil erosion control measures under the supervision of a licensed professional with credentials relevant to the work to be completed no later than November 21, 2017.
7. Remove all accessory structures and unpermitted single family residence after obtaining proper permits from the Planning and Building Division no later than December 6, 2017.

8. Submit a comprehensive site restoration plan drafted by a licensed professional with credentials relevant to the work to be completed no later than December 6, 2017.

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 a 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 with the terms and conditions of this Agreement, the above-referenced administrative civil penalty in the amount of **nine hundred thousand dollars (\$900,000)**, 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. The execution of this Agreement is a one-time opportunity granted by COUNTY to RESPONSIBLE PARTY to voluntarily correct the Violations. COUNTY reserves its rights and discretion to enter into future compliance agreements for other Notice to Abate Nuisance and/or Notice of Violation.

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 and shall remain in full force and effect until January 6, 2018, 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 Unit
Attention: Bob Russell
3015 H Street
Eureka, California 95501

RESPONSIBLE PARTY: W Creek LLC
Attention: Dean Holter
315 P Street
Eureka, California 95501

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. 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.

W CREEK LLC:

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

*Humboldt County Board of Supervisors on
_____ __, 20[__], Item [_- __])*

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)

Inspection Report

Marlen Richmond
Code Compliance Officer
Humboldt County

W Creek LLC
316 14th St
Eureka, CA 95503
APN: 316-075-009
Dinsmore Area

On Monday, August 20, 2018, I, Marlen Richmond participated in the service of a search warrant exercised by the Humboldt County Sheriff Office (HCSO). Members of team included California Department of Fish & Wildlife (CDFW), Humboldt County Code Enforcement Unit (CEU), Humboldt County Environmental Health, the United States Forest Service (USFS), the Drug Enforcement Administration (DEA), and Campaign Against Marijuana Planting (CAMP). Once the property was secured, we were given approval to proceed with our inspection for code violations. This report will indicate each location by GPS coordinates and indicate the associated violation at the location if applicable. The parcel was located in the Willow Creek area of Humboldt County. Access is off State Highway 299 to a private drive.

I checked OnTrack and found that the parcel had been served a Notice to Abate on September 27, 2017. A Compliance Agreement had gone into effect in late 2017. By May 1, 2018, the parcel had been notified they were in breach of the Compliance Agreement. On August 16, 2018, a warning was sent notifying the owner that they had 10 days to show proof of eradication of all commercial cannabis activities. The warrant occurred within that 10 day period.

The property consisted of multiple adjacent family residences, each with their own separate cannabis garden. Residences mostly consisted of pallets and tarps and were bordered by black tarp fences. All cultivations were grown in natural light, both within greenhouses and outdoor. The inspection overlapped with the inspection on parcels owned by FYM. The inspection began halfway through the inspection of the FYM parcel, just past the large water bladder. After passing the bladder, there is a fork in the drive. To the right stays on FYM and to the left heads to W Creek. We began at the first cultivation area we came to up a short drive to the right.

LS 5 (40.911125, -123.752124) Three sleeping/cooking areas made out of tarps. Violations: Construction of Building/Structure in Violation of Building, Plumbing and/or Electrical Codes.

OA 8 (40.911467, -123.75266) Outdoor cultivation area consisting of marijuana plants 5-6' in height. Violations: Violation of the Commercial Medical Marijuana Ordinance, Grading Without Permits.

BS 2 (40.911104, -123.752526) Shack made of pallets and tarps containing living supplies and gas tank storage. Violations: Const. of Building/Structure in Violation of Building, Plumbing and/or Electrical Codes, Grading Without Permits.

(We head back down the driveway and continue up the main drive of W Creek. Another driveway branches to the right and we continue to the next uphill cultivation.)

BS 3, 4, & 5 (40.912075, -123.752997) Various living and storage structures. One containing large amounts of waste. Violations: Const. of Building/Structure in Violation of Building, Plumbing and/or Electrical Codes, Grading Without Permits, Improper Storage and Removal of Solid Waste.

OA 9 (40.911919, -123.752984) Outdoor cultivation area consisting of marijuana plants 4-5' in height. Violations: Violation of the Commercial Medical Marijuana Ordinance, Grading Without Permits.

(Continuing further up the same drive, we go to the cultivation at which the drive dead ends.)

OA 10 (40.913248, -123.752211) Outdoor cultivation areas consisting of tree-like marijuana plants approximately 8' in height. Violations: Violation of the Commercial Medical Marijuana Ordinance.

BS 6 & 7 (40.9133, -123.752373) Various living, storage, and drying structures, large amounts of waste. Violations: Const. of Building/Structure in Violation of Building, Plumbing and/or Electrical Codes, Grading Without Permits, Improper Storage and Removal of Solid Waste.

(Heading back down dead-ended driveway to last place driveway broke off to right, this time staying on main fork. Next site is immediately on right.)

OA 11 (40.911557, -123.753485) Outdoor cultivation areas consisting of plants approximately 4' in height. Violations: Violation of the Commercial Medical Marijuana Ordinance.

BS 9 (40.911453, -123.753781) Nicely constructed wooden storage shed and swimming pool for water storage. Violations: Grading Without Permits.

BS 10 (40.911495, -123.753361) Living structure and outdoor shower. Violations: Const. of Building/Structure in Violation of Building, Plumbing and/or Electrical Codes, Grading Without Permits.

(Continuing up same fork, following road to dead end we find next cultivation area.)

OA 12 (40.913464, -123.755737) Outdoor cultivation areas consisting of marijuana plants approximately 5-6' in height. Violations: Violation of the Commercial Medical Marijuana Ordinance.

BS 11 & 12 (40.913714, -123.755724 & 40.913395, -123.755704) Living and storage structures, large amounts of waste. Violations: Const. of Building/Structure in Violation of Building, Plumbing and/or Electrical Codes, Grading Without Permits, Improper Storage and Removal of Solid Waste.

SW 3 (40.913615, -123.755862) Outhouse constructed with plywood and tarps and actual porcelain toilet. Discharged through pipe to pit in ground behind structure. Violations: Unapproved Sewage Disposal System.

BS 13 (40.913301, -123.75562) Large amounts of cleared timber. Violations: Grading Without Permits.

(We went and continued the search on FYM before realizing we missed an area of W Creek. We return later to the site where above notes leave off [western most site] and a walk uphill beyond the water tanks brings us to two more sites. Second site appears historic.)

OA 16 (40.914018, -123.753795) Outdoor cultivation areas consisting of marijuana plants approximately 4-5' in height. Large amounts of cleared timber. Violations: Violation of the Commercial Medical Marijuana Ordinance.

Summary

Many outdoor cannabis cultivation sites, each belonging to a different small family in a greater community, were eradicated by HCSO.

Large amounts of grading done between February 2016 and August 2016, and continuing into 2017 and 2018.

Though no large landfill, there were many smaller concentrations of waste across property.

See CDFW report for SMA violations.

Violations:

Grading Without Permits

Const. of Building/Structure in Violation of Building, Plumbing and/or Electrical Codes

Violation of the Commercial Medical Marijuana Ordinance

Development in a Streamside Management Area Without a Permit

Unapproved Sewage Disposal System

Use of a Recreational Vehicle or Mobile Home as a Residence

Improper Storage and Removal of Solid Waste

Junk and/or Inoperable Vehicles



CODE ENFORCEMENT UNIT
COUNTY OF HUMBOLDT

3015 H STREET
EUREKA, CALIFORNIA 95501
PHONE: (707) 476-2429 FAX: (707) 268-3792

October 01, 2018

W Creek LLC
410 4th Ave
Rio Dell, CA 95562

Re: Service of a Notice to Abate Nuisance & Notice of Violation and Proposed Administrative Civil Penalty; W Creek LLC; Berg Rd , Willow Creek, CA 95573; APN: 316-075-009-000

To W Creek LLC:

The Code Enforcement Unit recently inspected your above described property and observed violations of County Code. We are serving you with the attached **Notice to Abate Nuisance & Notice of Violation and Proposed Administrative Civil Penalty** for 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*
- 314-61.1: *Development within a Streamside Management Area*
- 354-1: *Junk and/or Inoperable Vehicles*
- 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*

Consequently, the Code Enforcement Unit has elected to record a **Notice to Abate Nuisance & Notice of Violation and Proposed Administrative Civil Penalty** against your property.

Please note that these recorded Notices may hinder the property owner's ability to sell or refinance the property. The Notices also states the enforcement actions that can be taken to bring the property into compliance with Humboldt County Codes. Please also note that the attached **Notice of Violation and Proposed Administrative Civil Penalty** states that the County propose an administrative civil penalty in the amount of \$10,000 per day for a period of ninety days. The administrative civil penalty will begin to accumulate ten days after the Notice is served. The Notices list options that may be taken by you and/or the property owner in response to these Notices. If you are willing to bring the property into compliance with Humboldt County Codes, but believe more than 10 days will be required to complete the work, the County of Humboldt may be willing to enter into a *Compliance Agreement* with the property owner and set an extended time frame to complete the corrective actions.

If you have any questions or concerns about these documents or the code enforcement process in general, please feel free to call me at #707-476-2429 or email me at BBowes1@co.humboldt.ca.us.

Sincerely,

Brian Bowes
Investigator, Code Enforcement Unit

Enclosures:
Notice to Abate Nuisance
Notice of Violation and Proposed Administrative Civil Penalty



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:

Berg Rd , Willow Creek, CA 95573

Assessor's Parcel Number:

316-075-009-000

To Owner:

W Creek LLC
410 4th Ave
Rio Dell, CA 95562

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 ARE 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:

- Within ten (10) calendar days after service of this Notice of Violation and Proposed Administrative Civil Penalty, if an appeal of the Code Enforcement Unit's determination that a violation has occurred, and/or an appeal of the amount of the administrative civil penalty, is not filed; or
- Within twenty (20) calendar days after service of the Finding of Violation and Order Imposing Administrative Civil Penalty, if a request for judicial review of the Hearing Officer's imposition of the final administrative civil penalty is not filed with the Humboldt County Superior Court as set forth in California Government Code Section 53069.4(b)(1)-(2); or
- Within ten (10) calendar days after service of the Humboldt County Superior Court's decision regarding the hearing officer's imposition of the final administrative civil penalty, if the Court finds in favor of the Code Enforcement Unit.

NOTICE IS FURTHER GIVEN that the final administrative civil penalty, along with any and all administrative costs and/or attorney's fees associated therewith, 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.

For the Humboldt County Code Enforcement Unit:

Signature: 

Title: Investigator

Name: Brian Bowes

Date: October 01, 2018

ATTACHMENT A

CONDITIONS CONSTITUTING A VIOLATION

Code Section	Nature of Violation	Corrective Action Required
<input type="checkbox"/> 331-14	Grading Without Permits	Apply for and obtain permits to develop and implement a restoration plan.
<input type="checkbox"/> 331-28	Construction of Building/Structure in Violation of Building, Plumbing and/or Electrical Codes	Remove all unpermitted structures with a nexus to cannabis cultivation, including applying for and obtaining a demolition permit when necessary. Apply for and obtain permits for any unpermitted structures without a nexus to cannabis cultivation
<input type="checkbox"/> 314-55.4	Violation of the Commercial Cannabis Land Use Ordinance	a) Cease commercial, medical marijuana cultivation operations and remove all supporting infrastructure and b) Apply for and obtain permits to develop and implement a restoration plan.
<input type="checkbox"/> 314-61.1	Development within a Streamside Management Area	Apply for an obtain permits to develop and implement a restoration plan.
<input type="checkbox"/> 354-1	Junk and/or Inoperable Vehicles	a) Restore vehicle(s) to operative condition, and/or b) Remove inoperable vehicles, and/or c) Store inoperable vehicles within enclosed structure
<input type="checkbox"/> 611-3	Unapproved Sewage Disposal System	Apply for & receive permit from Environmental Health Department for sewage disposal system
<input type="checkbox"/> 521-4	Improper Storage and Removal of Solid Waste	Contain & dispose of all solid waste properly
<input type="checkbox"/> 314-81.1	Use of a Recreational Vehicle or Mobile Home as a Residence	Disconnect utilities and cease use as residence

ATTACHMENT B LEGAL DESCRIPTION

PARCEL ONE

The West Half of the Southwest Quarter of Section 8 and the East Half of the Southeast Quarter of Section 7, Township 6 North, Range 4 East, Humboldt Meridian.

Being the same lands described in Patent recorded in Book 21 of Patents, page 254, Humboldt County Records.

And being the same lands described in Certificate of Subdivision Compliance recorded Instrument No. 2013-000321-3, Humboldt County Official Records.

PARCEL TWO

A non-exclusive easement for all legal purposes in and across a strip of land 40 feet wide, and such additional widths as may be required for cuts and fills, the centerline of which is the centerline of the existing road which begins on the northerly line of Hwy 299 near the west line of the Northwest Quarter of Section 17 in said Township and Range and runs in a general northerly direction to the a point on the the south line of Parcel One above.

EXCEPTING AND RESERVING UNTO GRANTOR, IN GROSS, AND GRANTOR'S SUCCESSORS AND ASSIGNS, FROM ALL LANDS DESCRIBED ABOVE ("the Property"), all timber and timber management rights in perpetuity, including, but not necessarily limited to, the right to preserve, harvest, access, manage, inventory, inspect, and conduct silvicultural practices, including, but not necessarily limited to, pre-commercial thinning, planting, vegetation control, and fertilization.

Subject to the limitations contained herein, it is the intent of the Grantor to reserve all timber and forest products of any size, kind, or nature, including any and all forest products now or hereafter standing, growing, lying or being on said property, together with the right to manage, inspect, inventory, harvest and to remove the same at any time hereafter. This reservation is not limited to forest products currently growing or existing on said land, but also includes all growth and re-growth in perpetuity.

Included in this reservation are all necessary and convenient rights-of-way, easements and privileges for the conduct of any of the activities herein described, in perpetuity, including, but not necessarily limited to, the expansion of existing roadways and road networks, and the construction of new skid trails, access roads and haul roads, all to be limited to the extent reasonably necessary and convenient to Grantor.

The terms of that certain Easement Agreement, recorded in the Official Records of Humboldt County October 16, 2013, Document No. 2013-023410-8, are incorporated herein by reference, and Grantor herein intends that the Grant of Easement and all other terms described therein shall be binding upon and, to the extent relevant, inure to the benefit of, Grantee herein, as a successor in interest to Grantor therein.

Also reserving unto Grantor the right to use and develop water from any and all sources on the Property for dust abatement and other purposes related to timber operations.

Said reservations, and each of them, are intended to run with the land, and to be binding on any and all subsequent grantees and holders of any interest in the lands described above. Similarly, all reservations reserved herein are assignable, in gross, to Grantor's successors and assigns.

The Property is subject to that certain Restrictive Covenant and Project Implementation Agreement, recorded in the

Official Records of Humboldt County October 16, 2013, Document No. 2013-023411- 117, which describes restrictions running with the Property and binding all successors and assigns to certain terms generally requiring the preservation of all forests and vegetation on the Property, with limited exceptions, for the term of the Agreement.

Grantor, its successors and assigns, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, covenants, and conditions imposed as part of this deed and in any such action shall be entitled to recover reasonable attorneys' fees as awarded by the Court. Failure by Grantor to enforce any covenant, condition, or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**ATTACHMENT C
ADMINISTRATIVE CIVIL PENALTY APPEAL HEARING
REQUEST FORM**

Address of Affected Property:
Berg Rd , Willow Creek, CA 95573

Assessor's Parcel Number:
316-075-009-000

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 of the amount of the proposed administrative civil penalty for the above-referenced property.

[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 the amount of the proposed administrative civil penalty is inappropriate under the circumstances, 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 of the amount of the proposed administrative civil penalty for the above-referenced property.]:

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: _____



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:

Berg Rd , Willow Creek, CA 95573

Assessor's Parcel Numbers:

316-075-009-000

Owners:

W Creek LLC
410 4th Ave
Rio Dell, CA 95562

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 ARE 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.

APN: 316-075-009-000

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: Brian Bowes

Date: October 01, 2018

ATTACHMENT A CONDITIONS CONSTITUTING A NUISANCE

Code Section	Nature of Violation	Corrective Action Required
331-14	Grading Without Permits	Apply for and obtain permits to develop and implement a restoration plan.
331-28	Construction of Building/Structure in Violation of Building, Plumbing and/or Electrical Codes	Remove all unpermitted structures with a nexus to cannabis cultivation, including applying for and obtaining a demolition permit when necessary. Apply for and obtain permits for any unpermitted structures without a nexus to cannabis cultivation
314-55.4	Violation of the Commercial Cannabis Land Use Ordinance	a) Cease commercial, medical marijuana cultivation operations and remove all supporting infrastructure and b) Apply for and obtain permits to develop and implement a restoration plan.
314-61.1	Development within a Streamside Management Area	Apply for and obtain permits to develop and implement a restoration plan.
354-1	Junk and/or Inoperable Vehicles	a) Restore vehicle(s) to operative condition, and/or b) Remove inoperable vehicles, and/or c) Store inoperative vehicles within enclosed structure
611-3	Unapproved Sewage Disposal System	Apply for & receive permit from Environmental Health Department for sewage disposal system
521-4	Improper Storage and Removal of Solid Waste	Contain & dispose of all solid waste properly
314-81.1	Use of a Recreational Vehicle or Mobile Home as a Residence	Disconnect utilities and cease use as residence

ATTACHMENT B LEGAL DESCRIPTION

PARCEL ONE

The West Half of the Southwest Quarter of Section 8 and the East Half of the Southeast Quarter of Section 7, Township 6 North, Range 4 East, Humboldt Meridian.

Being the same lands described in Patent recorded in Book 21 of Patents, page 254, Humboldt County Records.

And being the same lands described in Certificate of Subdivision Compliance recorded Instrument No. 2013-000321-3, Humboldt County Official Records.

PARCEL TWO

A non-exclusive easement for all legal purposes in and across a strip of land 40 feet wide, and such additional widths as may be required for cuts and fills, the centerline of which is the centerline of the existing road which begins on the northerly line of Hwy 299 near the west line of the Northwest Quarter of Section 17 in said Township and Range and runs in a general northerly direction to the a point on the the south line of Parcel One above.

EXCEPTING AND RESERVING UNTO GRANTOR, IN GROSS, AND GRANTOR'S SUCCESSORS AND ASSIGNS, FROM ALL LANDS DESCRIBED ABOVE ("the Property"), all timber and timber management rights in perpetuity, including, but not necessarily limited to, the right to preserve, harvest, access, manage, inventory, inspect, and conduct silvicultural practices, including, but not necessarily limited to, pre-commercial thinning, planting, vegetation control, and fertilization.

Subject to the limitations contained herein, it is the intent of the Grantor to reserve all timber and forest products of any size, kind, or nature, including any and all forest products now or hereafter standing, growing, lying or being on said property, together with the right to manage, inspect, inventory, harvest and to remove the same at any time hereafter. This reservation is not limited to forest products currently growing or existing on said land, but also includes all growth and re-growth in perpetuity.

Included in this reservation are all necessary and convenient rights-of-way, easements and privileges for the conduct of any of the activities herein described, in perpetuity, including, but not necessarily limited to, the expansion of existing roadways and road networks, and the construction of new skid trails, access roads and haul roads, all to be limited to the extent reasonably necessary and convenient to Grantor.

The terms of that certain Easement Agreement, recorded in the Official Records of Humboldt County October 16, 2013, Document No. 2013-023410-8, are incorporated herein by reference, and Grantor herein intends that the Grant of Easement and all other terms described therein shall be binding upon and, to the extent relevant, inure to the benefit of, Grantee herein, as a successor in interest to Grantor therein.

Also reserving unto Grantor the right to use and develop water from any and all sources on the Property for dust abatement and other purposes related to timber operations.

Said reservations, and each of them, are intended to run with the land, and to be binding on any and all subsequent grantees and holders of any interest in the lands described above. Similarly, all reservations reserved herein are assignable, in gross, to Grantor's successors and assigns.

The Property is subject to that certain Restrictive Covenant and Project Implementation Agreement, recorded in the

Official Records of Humboldt County October 16, 2013, Document No. 2013-023411- 117, which describes restrictions running with the Property and binding all successors and assigns to certain terms generally requiring the preservation of all forests and vegetation on the Property, with limited exceptions, for the term of the Agreement.

Grantor, its successors and assigns, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, covenants, and conditions imposed as part of this deed and in any such action shall be entitled to recover reasonable attorneys' fees as awarded by the Court. Failure by Grantor to enforce any covenant, condition, or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ATTACHMENT C
CODE ENFORCEMENT APPEAL HEARING REQUEST FORM

Address of Affected Property:
Berg Rd , Willow Creek, CA 95573

Assessor's Parcel Number:
316-075-009-000

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 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 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, 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 October 1st I served a true COPY **NOTICE TO ABATE NUISANCE AND NOTICE OF VIOLATION AND PROPOSED ADMINISTRATIVE CIVIL PENALTY.**

___**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 and Cert.)

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

**W Creek LLC
410 4th Ave
Rio Dell, CA 95562**

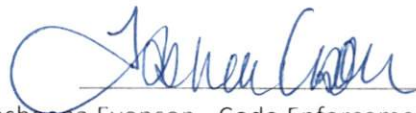
_____ by personally posting a true copy thereof on the premises located at:

_____ 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 1 day of October, 2018, in the City of Eureka, County of Humboldt, State of California.



Tasheena Evenson - Code Enforcement Legal Office Assistant

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 Humboldt County Courthouse; 825 Fifth Street, Eureka, California; that on October 1, 2018, I served a true copy of **NOTICE OF VIOLATION AND PROPOSED ADMINISTRATIVE CIVIL PENALTIES & NOTICE TO ABATE NUISANCE.**

_____ 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 the locked steel gate entering to premises located at:

Berg Road, Willow Creek, CA

APN: 316-075-009

GPS: N40.54257, W123.45153

_____ 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 1st day of October, 2018, in the City of Eureka, County of Humboldt, State of California.



Branden Howton, Code Compliance Officer



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:

Berg Rd, Willow Creek, CA 95573

Assessor's Parcel Number:

316-075-009-000

Owner:

W Creek LLC
410 4th Ave
Rio Dell, CA 95562

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 Thousand, Eight Hundred, Ninety-Four Dollars and Forty-Nine Cents (\$900,894.49)** 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: 316-075-009-000

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: 10/17/2019

ATTACHMENT A LEGAL DESCRIPTION

PARCEL ONE

The West Half of the Southwest Quarter of Section 8 and the East Half of the Southeast Quarter of Section 7, Township 6 North, Range 4 East, Humboldt Meridian.

Being the same lands described in Patent recorded in Book 21 of Patents, page 254, Humboldt County Records.

And being the same lands described in Certificate of Subdivision Compliance recorded Instrument No. 2013-000321-3, Humboldt County Official Records.

PARCEL TWO

A non-exclusive easement for all legal purposes in and across a strip of land 40 feet wide, and such additional widths as may be required for cuts and fills, the centerline of which is the centerline of the existing road which begins on the northerly line of Hwy 299 near the west line of the Northwest Quarter of Section 17 in said Township and Range and runs in a general northerly direction to the a point on the the south line of Parcel One above.

EXCEPTING AND RESERVING UNTO GRANTOR, IN GROSS, AND GRANTOR'S SUCCESSORS AND ASSIGNS, FROM ALL LANDS DESCRIBED ABOVE ("the Property"), all timber and timber management rights in perpetuity, including, but not necessarily limited to, the right to preserve, harvest, access, manage, inventory, inspect, and conduct silvicultural practices, including, but not necessarily limited to, pre-commercial thinning, planting, vegetation control, and fertilization.

Subject to the limitations contained herein, it is the intent of the Grantor to reserve all timber and forest products of any size, kind, or nature, including any and all forest products now or hereafter standing, growing, lying or being on said property, together with the right to manage, inspect, inventory, harvest and to remove the same at any time hereafter. This reservation is not limited to forest products currently growing or existing on said land, but also includes all growth and re-growth in perpetuity.

Included in this reservation are all necessary and convenient rights-of-way, easements and privileges for the conduct of any of the activities herein described, in perpetuity, including, but not necessarily limited to, the expansion of existing roadways and road networks, and the construction of new skid trails, access roads and haul roads, all to be limited to the extent reasonably necessary and convenient to Grantor.

The terms of that certain Easement Agreement, recorded in the Official Records of Humboldt County October 16, 2013, Document No. 2013-023410-8, are incorporated herein by reference, and Grantor herein intends that the Grant of Easement and all other terms described therein shall be binding upon and, to the extent relevant, inure to the benefit of, Grantee herein, as a successor in interest to Grantor therein.

Also reserving unto Grantor the right to use and develop water from any and all sources on the Property for dust abatement and other purposes related to timber operations.

Said reservations, and each of them, are intended to run with the land, and to be binding on any and all subsequent grantees and holders of any interest in the lands described above. Similarly, all reservations reserved herein are assignable, in gross, to Grantor's successors and assigns.

The Property is subject to that certain Restrictive Covenant and Project Implementation Agreement, recorded in the

ATTACHMENT B ACCOUNT OF COSTS INCURRED

ADMINISTRATIVE COSTS		
Violation(s)	Nature of Cost Incurred	Amount
§331-14	Administrative Costs already Paid (up to Actions Taken: Drafted and Sent Proposed Compliance Agreement)	(\$ 1200.00)
§331-28	<u>Additional Costs Incurred Since January 01, 2018</u>	
§314-55.4	Agency Assistance on Law Enforcement Search Warrant	
	4.0 Staff Hours Driving Mileage Cost	\$ 443.80
	Preparation and Service of New Notice to Abate Nuisance & Notice of Violation by Posting, by Mail, and Legal Advertisement Based on Warrant Inspection	
	1.46 Staff Hours Grant Deed Cost Certified Mailing Cost Driving Mileage Cost Legal Advertisement Cost	\$ 402.10
	Preparation and Service of Notice of Administrative Civil Penalty Assessment Served by Mail	
	0.5 Staff Hours Certified Mailing Cost	\$ 48.59
		Total Cost \$ 894.49

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

Violation(s)	Nature of Actions Taken To Impose Administrative Civil Penalty	Date
§331-14	Satellite Inspection of Property	September 20, 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	Drafted and Sent Proposed Compliance Agreement	October 07, 2017
	Agency Assistance on Law Enforcement Search Warrant	August 20, 2018
	Preparation and Service of New Notice to Abate Nuisance & Notice of Violation by Posting, by Mail, and Legal Advertisement Based on Warrant Inspection	October 01, 2018
	Preparation and Service of Notice of Administrative Civil Penalty Assessment	October 21, 2019

ATTACHMENT D
ADMINISTRATIVE CIVIL PENALTY ASSESSMENT APPEAL
HEARING REQUEST FORM

Address of Affected Property: Berg Rd, Willow Creek, CA 95573

Assessor's Parcel Number: 316-075-009-000

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 October 21st 2019 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.)

W Creek LLC
410 4th Ave.
Rio Dell, CA 95562

_____ 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 23 day of October 2019, 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, 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 October 21st 2019 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)

Dean Holter
315 P St
Eureka, CA 95503

_____ 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 23 day of October 2019, 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, 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 October 21st 2019 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)

Devon Cruz
1375 Belnor Rd.
McKinleyville, CA 95519

_____ 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 23 day of October 2019, 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 October 18, 2019, 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:

X_____ by personally posting a true copy thereof on a gate allowing access to property:
Berg Rd, Willow Creek, CA 95573
APN: 316-075-009-000; 40.90717, -123.75425

_____ 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 23 day of October, 2019, in the City of Eureka, County of Humboldt, State of California.



Branden Howton, Code Compliance Officer