

ATTACHMENT G

Westgate Management LLC #17CEU-74

APN 314-193-010

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

Recent Site History

APN: 314-193-010-000

The screenshot displays the Humboldt County Internal Web GIS interface. At the top, the header includes the Humboldt County logo, the text "Humboldt County Internal Web GIS", and navigation links for "Planning & Building Department", "WebGIS Portal", "Comments", "Help", and "Legend Key". A search bar on the left contains the text "Parcel APN, or Location". The main map area shows an aerial view of a forested region with a red boundary outlining a parcel and a yellow box highlighting a specific area. A "Query" window is open, displaying the following information:

Query	
< OPTIONS	Results
Number of features found: 1	
APN:	314-193-010-000
Owner Name:	Westgate Management Llc Co
Situs Address:	
Situs City:	

At the bottom of the map, there are navigation icons, a scale bar, and coordinates: "40.7332 -123.8897 Degrees". The bottom right corner of the map area contains the text "USDA FSA | USDA | Hum".

Parcel Boundaries and Cultivation Area Map

Recent Site History: 314-193-010-000

2010



April 24, 2010

Recent Site History: 314-193-010-000

2012



August 23, 2012

Recent Site History: 314-193-010-000

2014



May 28, 2014

Recent Site History: 314-193-010-000

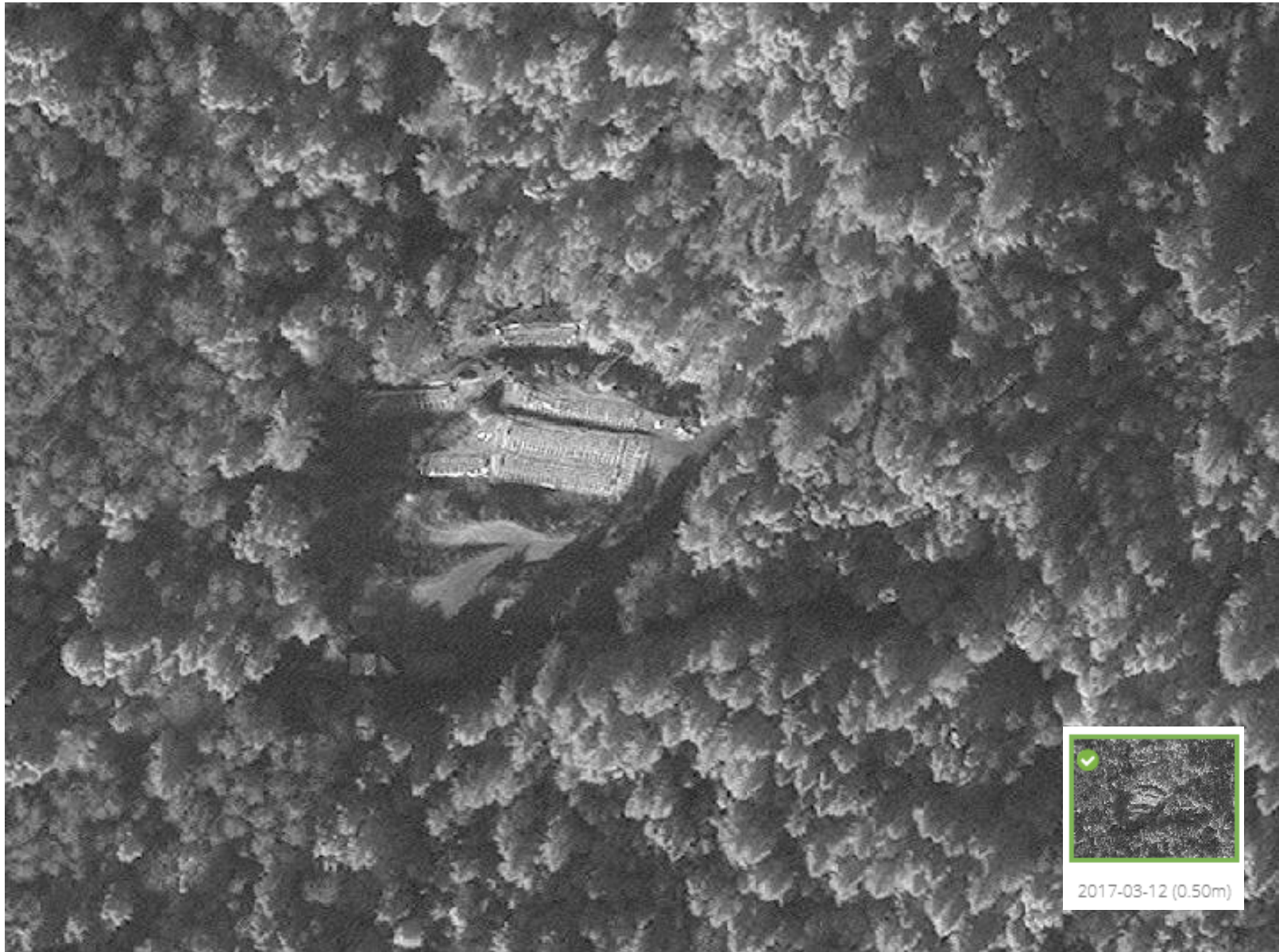
2016



May 26, 2016

Recent Site History: 314-193-010-000

2017



March 12, 2017

Recent Site History: 314-193-010-000

2018



September 2, 2018

Recent Site History: 314-193-010-000

2019



Sep 6, 2019 21:41:10 UTC
SkySat Collect (0.8 m)
100% area coverage

September 6, 2019



CODE ENFORCEMENT UNIT
COUNTY OF HUMBOLDT

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

November 14, 2017

Westgate Management LLC
4705 S Durango Drive
Las Vegas, NV 89147

Re: Service of a Notice to Abate Nuisance & Notice of Violation and Proposed Administrative Civil Penalty; Westgate Management LLC; Mountain View Road, Kneeland, California; APN: 314-193-010

Dear Westgate Management 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 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 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, the code enforcement process in general, or to schedule an appointment, please feel free to call the Humboldt County Code Enforcement office at #707-476-2429 or visit our office at 3015 H Street, Eureka CA.

cc: James & Lisa Jeffs, 350 S. Westgate Ave., Los Angeles, CA 90049
Dilian Danev, 4705 S Durango Drive, Las Vegas, NV 89147

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:
Mountain View Road, Kneeland, CA

Assessor's Parcel Number:
314-193-010

To:
Westgate Management LLC Co.
4705 S Durango Drive
Las Vegas , NV 89147

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:

Within ten (10) calendar days after the service of the 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 the 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 the 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 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 judgement lien governed by the California Code of Civil Procedure Sections 697.310, et seq., and may be extended as provided in the 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 which the initial civil administrative penalty is imposed.

For the Humboldt County Code Enforcement Unit

Signature: _____

Title: Investigator, Code Enforcement

Name: Jeff Connors

Date: November 14, 2017

ATTACHMENT A CONDITIONS CONSTITUTING A NUISANCE

County Code	Description	Corrective Action
331-14 HEIR	Grading without permits	Apply for and obtain permits to develop and implement a restoration plan.
331-28 HEIR	Construction of structures in violation of building, plumbing and/or electrical codes	Apply for and obtain permits to develop and implement a restoration plan.
314-55.4 HEIR	Violation of the 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 and implement a restoration plan.

ATTACHMENT B

LEGAL DESCRIPTION

That real property situate in the County of Humboldt, State of California, described as follows:

PARCEL ONE:

The South Half of the Northeast Quarter of Section 18, Township 4 North, Range 3 East, Humboldt Meridian, as contained in the Patent recorded November 22, 1905 in Book 19, Page 459 of Patents, Humboldt County Records.

PARCEL TWO:

A non-exclusive easement for ingress, egress and utilities across and over the existing road running from the West line of the Northeast Quarter of the Northwest Quarter of Section 24, Township 4 North, Range 2 East, Humboldt Meridian, Southerly, through the West Half of the West Half of said Section 24, to the County Road known as Mountain View Road.

Being the same as created in and subject to the terms and provisions of that certain Grant of Easement Agreement executed by and between Scotia Pacific Company, LLC and Francis Carrington, et al and recorded August 30, 2006 as Instrument No. 2006- 25290-11, Humboldt County Official Records.

PARCEL THREE:

The non-exclusive right to use an existing road located on lands of Arcata Corporation, being the same easement conveyed to Francis and Carole Carrington by an Easement Agreement between Arcata Corporation and Francis and Carole Carrington, recorded February 16, 1983, in Book 1693, Page 1141, of Official Records, under Recorder's Serial No. 3197, Humboldt County Records.

PARCEL FOUR:

A non-exclusive easement for ingress and egress including without limitation a right of way for the conduct of range and timber harvesting activities over the existing road running through the lands described in the Deed to Alex Boomer and wife recorded June 17, 1985 in Book 1769, Page 1185, Humboldt County Official Records.

PARCEL FIVE:

A non-exclusive easement for ingress, egress and public utilities over, under and across the existing roads on Lots 3 and 4 of said Section 18 as reserved in the Deed from ABTJ Resources, LLC, a California Limited Liability Company recorded April 3, 2012 as Instrument No. 2012-8329-2, Humboldt County Official Records.

PARCEL SIX:

A non-exclusive easement to lay, maintain, repair, replace and use an underground 3/4 inch water pipeline along and buried at least 12-inches under the existing road across Lots 3 and 4 of said Section 18 as reserved in the Deed from ABTJ Resources, LLC, a California Limited Liability Company recorded April 3, 2012 as Instrument No. 2012-8329-2, Humboldt County Official Records.

PARCEL SEVEN:

A non-exclusive easement for ingress, egress and public utilities over, under and across the existing roads the Southeast Quarter of the Southeast Quarter of Section 13, Township 4 North, Range 2 East, Humboldt Meridian, and the Northeast Quarter of the Northeast Quarter of Section 24, Township 4 North, Range 2 East, Humboldt Meridian, and Lot 1, being more particularly described as the Northwest Quarter of the Northwest Quarter of Section 19, Township 4 North, Range 3 East, Humboldt Meridian, and the Northeast Quarter of the Northwest Quarter of Section 19, Township 4 North, Range 3 East, Humboldt Meridian, as reserved in the Deed from ABTJ Resources, LLC, a California Limited Liability Company recorded May 4, 2011 as Instrument No. 2011-9606-3, Humboldt County Official Records.

PARCEL EIGHT:

A non-exclusive easement for ingress, egress and public utilities over, under and across the existing road the Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Northeast Quarter of Section 24, Township 4 North, Range 2 East, Humboldt Meridian.

PARCEL NINE:

The right to take water from a creek on the Southeast Quarter of the Southeast Quarter of Section 13 and to install, use, maintain, repair and replace a collection box and two 500 gallon tanks and two underground 3/4-inch water pipe lines along and under an existing road across said Southeast Quarter of the Southeast Quarter of Section 13, together with ingress and egress related to said water system.

The right to take water and the collection box are appurtenant to and shall be shared equally between the South Half of the Northeast Quarter of Section 18 and Lots 2, 3, and 4 and the Southeast Quarter of the Northeast Quarter of Section 18, and each of said parcels shall have the use of separate 500 gallon tanks and water pipe lines. As reserved in the Deed from ABTJ Resources, LLC, a California Limited Liability Company recorded May 4, 2011 as Instrument No. 2011-9606-3, Humboldt County Official Records.

PARCEL TEN:

A non-exclusive easement for ingress, egress and public utilities over, under and across the existing road on the East Half of the Southwest Quarter and the North Half of the Southeast Quarter of said Section 18, Township 4 North, Range 2 East, Humboldt Meridian.

PARCEL ELEVEN:

A non-exclusive easement to lay, maintain, repair, replace and use an underground 3/4 inch water pipeline along and buried at least 12-inches under the existing road across the East Half of the Southwest Quarter and the North Half of the Southeast Quarter of said Section 18, Township 4 North, Range 2 East, Humboldt Meridian.

APN: 314-193-010

ATTACHMENT C
CODE ENFORCEMENT APPEAL HEARING REQUEST FORM

Address of Affected Property:
Mountain View Road, Kneeland, CA

Assessor's Parcel Number:
314-193-010

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

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

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

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

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

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

Name: _____

Address: _____

City, State: _____

Telephone Number: _____

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

Signature: _____

Name: _____

Date: _____

PROOF OF SERVICE

STATE OF CALIFORNIA)

) ss

COUNTY OF HUMBOLDT)

I, LACY MITCHELL, say:

I am a citizen of the United States, over 18 years of age, a resident of the County of Humboldt, State of California, and not a party to the within action; that my business address is Humboldt County Planning and Building; 3015 H Street, Eureka, CA 95503; that on November 13, 2017, I served a true copy of NOTICE TO ABATE NUISANCE; AND NOTICE OF VIOLATION AND PROPOSED ADMINISTRATIVE CIVIL PENALTY;

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

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

Westgate Management LLC Co
4705 S Durango Drive
Las Vegas, NV 89147

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

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

Executed on the 13th day of November, 2017 in the City of Eureka, County of Humboldt, State of California.



Lacy Mitchell, Legal Office Assistant



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

NOTICE TO ABATE NUISANCE

[Humboldt County Code §351-7]

Address of Affected Property:
Mountain View Road, Kneeland, CA

Assessor's Parcel Number:
314-193-010

Owner:
Westgate Management LLC Co.
4705 S Durango Drive
Las Vegas , NV 89147

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:  _____
Name: Jeff Conners

Title: Investigator, Code Enforcement

Date: November 14, 2017

ATTACHMENT A

CONDITIONS CONSTITUTING A NUISANCE

County Code	Description	Corrective Action
331-14 HEIR	Grading without permits	Apply for and obtain permits to develop and implement a restoration plan.
331-28 HEIR	Construction of structures in violation of building, plumbing and/or electrical codes	Apply for and obtain permits to develop and implement a restoration plan.
314-55.4 HEIR	Violation of the 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 and implement a restoration plan.

ATTACHMENT B

LEGAL DESCRIPTION

That real property situate in the County of Humboldt, State of California, described as follows:

PARCEL ONE:

The South Half of the Northeast Quarter of Section 18, Township 4 North, Range 3 East, Humboldt Meridian, as contained in the Patent recorded November 22, 1905 in Book 19, Page 459 of Patents, Humboldt County Records.

PARCEL TWO:

A non-exclusive easement for ingress, egress and utilities across and over the existing road running from the West line of the Northeast Quarter of the Northwest Quarter of Section 24, Township 4 North, Range 2 East, Humboldt Meridian, Southerly, through the West Half of the West Half of said Section 24, to the County Road known as Mountain View Road.

Being the same as created in and subject to the terms and provisions of that certain Grant of Easement Agreement executed by and between Scotia Pacific Company, LLC and Francis Carrington, et al and recorded August 30, 2006 as Instrument No. 2006- 25290-11, Humboldt County Official Records.

PARCEL THREE:

The non-exclusive right to use an existing road located on lands of Arcata Corporation, being the same easement conveyed to Francis and Carole Carrington by an Easement Agreement between Arcata Corporation and Francis and Carole Carrington, recorded February 16, 1983, in Book 1693, Page 1141, of Official Records, under Recorder's Serial No. 3197, Humboldt County Records.

PARCEL FOUR:

A non-exclusive easement for ingress and egress including without limitation a right of way for the conduct of range and timber harvesting activities over the existing road running through the lands described in the Deed to Alex Boomer and wife recorded June 17, 1985 in Book 1769, Page 1185, Humboldt County Official Records.

PARCEL FIVE:

A non-exclusive easement for ingress, egress and public utilities over, under and across the existing roads on Lots 3 and 4 of said Section 18 as reserved in the Deed from ABTJ Resources, LLC, a California Limited Liability Company recorded April 3, 2012 as Instrument No. 2012-8329-2, Humboldt County Official Records.

PARCEL SIX:

A non-exclusive easement to lay, maintain, repair, replace and use an underground 3/4 inch water pipeline along and buried at least 12-inches under the existing road across Lots 3 and 4 of said Section 18 as reserved in the Deed from ABTJ Resources, LLC, a California Limited Liability Company recorded April 3, 2012 as Instrument No. 2012-8329-2, Humboldt County Official Records.

PARCEL SEVEN:

A non-exclusive easement for ingress, egress and public utilities over, under and across the existing roads the Southeast Quarter of the Southeast Quarter of Section 13, Township 4 North, Range 2 East, Humboldt Meridian, and the Northeast Quarter of the Northeast Quarter of Section 24, Township 4 North, Range 2 East, Humboldt Meridian, and Lot 1, being more particularly described as the Northwest Quarter of the Northwest Quarter of Section 19, Township 4 North, Range 3 East, Humboldt Meridian, and the Northeast Quarter of the Northwest Quarter of Section 19, Township 4 North, Range 3 East, Humboldt Meridian, as reserved in the Deed from ABTJ Resources, LLC, a California Limited Liability Company recorded May 4, 2011 as Instrument No. 2011-9606-3, Humboldt County Official Records.

PARCEL EIGHT:

A non-exclusive easement for ingress, egress and public utilities over, under and across the existing road the Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Northeast Quarter of Section 24, Township 4 North, Range 2 East, Humboldt Meridian.

PARCEL NINE:

The right to take water from a creek on the Southeast Quarter of the Southeast Quarter of Section 13 and to install, use, maintain, repair and replace a collection box and two 500 gallon tanks and two underground 3/4-inch water pipe lines along and under an existing road across said Southeast Quarter of the Southeast Quarter of Section 13, together with ingress and egress related to said water system.

The right to take water and the collection box are appurtenant to and shall be shared equally between the South Half of the Northeast Quarter of Section 18 and Lots 2, 3, and 4 and the Southeast Quarter of the Northeast Quarter of Section 18, and each of said parcels shall have the use of separate 500 gallon tanks and water pipe lines. As reserved in the Deed from ABTJ Resources, LLC, a California Limited Liability Company recorded May 4, 2011 as Instrument No. 2011-9606-3, Humboldt County Official Records.

PARCEL TEN:

A non-exclusive easement for ingress, egress and public utilities over, under and across the existing road on the East Half of the Southwest Quarter and the North Half of the Southeast Quarter of said Section 18, Township 4 North, Range 2 East, Humboldt Meridian.

PARCEL ELEVEN:

A non-exclusive easement to lay, maintain, repair, replace and use an underground 3/4 inch water pipeline along and buried at least 12-inches under the existing road across the East Half of the Southwest Quarter and the North Half of the Southeast Quarter of said Section 18, Township 4 North, Range 2 East, Humboldt Meridian.

APN: 314-193-010

ATTACHMENT C

CODE ENFORCEMENT APPEAL HEARING REQUEST FORM

Address of Affected Property:

Mountain View Road, Kneeland, CA

Assessor's Parcel Number:

314-193-010

To: Humboldt County Code Enforcement Unit

3015 H Street

Eureka, California 95501

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

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

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

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

Name: _____

Address: _____

City, State: _____

Telephone Number: _____

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

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

Signature: _____

Name: _____

Date: _____

PROOF OF SERVICE

STATE OF CALIFORNIA)

) ss

COUNTY OF HUMBOLDT)

I, LACY MITCHELL, say:

I am a citizen of the United States, over 18 years of age, a resident of the County of Humboldt, State of California, and not a party to the within action; that my business address is Humboldt County Planning and Building; 3015 H Street, Eureka, CA 95503; that on November 13, 2017, I served a true copy of **NOTICE TO ABATE NUISANCE; AND NOTICE OF VIOLATION AND PROPOSED ADMINISTRATIVE CIVIL PENALTY;**

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

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

Westgate Management LLC Co
4705 S Durango Drive
Las Vegas, NV 89147

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

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

Executed on the 13th day of November, 2017 in the City of Eureka, County of Humboldt, State of California.


Lacy Mitchell, Legal Office Assistant

Abatement Review
APN: 314-193-010-000
NTA and NOV Served: 11/14/2017; 10 Day Period to Abate Ends: 11/25/2017

Humboldt County Internal Web GIS (beta) Planning & Building Department WebGIS Portal Comments Help Legend Key

Parcel APN, or Location

Query

Tasks	Results
Parcels (by APN) _Query result	...
Displayed features: 1/1	
APN: 531-102-007-000	
Owner Name	Green Sturgeon Llc
Situs Address	25500 BALD HILLS RD
Situs City	MARTINS FERRY

0 1150 3000ft
-123.8083 41.1814 Degrees

USDA FSA, Maxar | Hun

Abatement Review
APN: 314-193-010-000
5 Months After 10-Day Period to Abate Ends



April 25, 2018

Abatement Review
APN: 314-193-010-000
2+ Years After 10-Day Period to Abate Ends



July 16, 2020

**COMPLIANCE AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
WESTGATE MANAGEMENT, LLC
AGENT FOR SERVICE: DILIAN DANEV**

This Compliance Agreement (“Agreement”), provisionally entered into this day of November ____, 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 Westgate Management, LLC and Agent for Service, Dilian Danev, as owner, beneficial owner, tenant or occupier of, or other person or entity who has allowed a violation to occur on the property described as Assessor’s Parcel Number 314-193-010 located on Mountain View Road in the Community of Kneeland, California (“Subject Property”), hereinafter referred to as “RESPONSIBLE PARTY,” is made upon the following considerations:

RECITALS:

WHEREAS, on or about November 9, 2017, COUNTY, by and through the Humboldt County Planning and Building Department – Code Enforcement Unit (“Code Enforcement Unit”) opened **Code Enforcement Case Number 17CEU-426** in response to complaints of alleged nuisances and/or other violations of local, state and/or federal law (“Violations”) that had occurred and/or existed on the Subject Property; and

WHEREAS, after examination 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

A violation of the Commercial Medical Marijuana Ordinance.

WHEREAS, on or about November 14, 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 **Three Hundred Fifty Three Dollars Exactly (\$353.00)** as of the Effective Date of this Agreement; and

WHEREAS, RESPONSIBLE PARTY hereby acknowledges, for purposes of this Compliance Agreement, but reserving the right to contest referred to in Paragraph 2 (F) (“Stay of Appeal Rights”) 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 November 15, 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 November 15, 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 November 15, 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 November 15, 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 November 15, 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 **Twenty Thousand Dollars (\$20,000.00)** in settlement of the above-referenced administrative civil penalty:
2. RESPONSIBLE PARTY shall pay the sum of **Three Hundred Fifty Three Dollars exactly (\$353.00)** on or before **December 22, 2017**, in settlement of the above-referenced Administrative Costs incurred prior to the Effective Date of this Agreement.
3. RESPONSIBLE PARTY acknowledges and agrees that COUNTY will incur Administrative Costs subsequent to the Effective Date of this Agreement to administer this Agreement including but not limited to inspection and verification for compliance. Accordingly, RESPONSIBLE PARTY agrees to pay a **Not To Exceed** amount of **Four Thousand Five Hundred Dollars (\$4,500)** within **twenty-one (21) calendar days** of receiving COUNTY's invoice for Administrative Costs COUNTY incurred subsequent to the Effective Date of this Agreement.
4. RESPONSIBLE PARTY shall be jointly and severally liable for all amounts listed in Section 2.A.

B. Corrective Actions. RESPONSIBLE PARTY shall take all of the following corrective actions in accordance with the timeframes set forth herein, in order to abate the Violations described in the above-referenced Notice of Violation on or before **December 31, 2018:**

1. Apply for and obtain a demolition permit for all of the structures on the Property that have a nexus to marijuana cultivation. The structures, soil containers and soil must all be removed no later than three weeks after the Effective Date, including any necessary erosion control work. All of the solid waste generated by this cleanup must be disposed of in the proper manner and care must be taken to ensure that nutrients in the waste soil do not leach into a watercourse.
2. Submit a restoration plan, designed by a qualified professional, to return the graded areas to native contours/vegetation within eight weeks of the Effective Date. All work required by the restoration plan must be completed within one year of the approval of the restoration plan or issuance of any required permits for the restoration plan.
3. Submit a complete application for all of the permits, at a minimum of a grading permit, required to complete the restoration plan within eight weeks of the effective date. All work required by these permit(s) must be completed within one year of the issuance of the permit.
4. Immediately remove all commercial quantities of marijuana or marijuana products from the Property.
5. All water infrastructures that supported marijuana cultivation, including spring-boxes, cisterns, water tanks or bladders, and water lines must be removed and properly disposed of no later than three weeks after the Effective Date.

6. Submit a complete application for permits required for the residential structure and/or any accessory structures that do not have a nexus to marijuana cultivation within 3 weeks after the Effective Date. All work required to permit the residential structure and/or any accessory structures must be completed within one year after obtaining the permits.

C. **Receipt of Applicable Permits.** RESPONSIBLE PARTY shall apply for and receive, at its own expense, any and all applicable local, state and/or federal permits prior to taking the corrective actions set forth herein. RESPONSIBLE PARTY shall respond to any and all requests for information necessary to process permit applications within **ten (10) business days** after receipt of such request. All permits issued pursuant to the terms and conditions of this Agreement shall be picked up from the COUNTY within **five (5) business days** after the issuance thereof.

D. **Consent to Inspection.** RESPONSIBLE PARTY shall permit COUNTY and any other duly authorized local, state and or federal agencies to conduct any and all inspections of the Subject Property that may be required to determine whether RESPONSIBLE PARTY is complying with the terms and conditions of this Agreement.

E. **Property Transfers.** RESPONSIBLE PARTY will not sell, transfer, mortgage, lease or otherwise dispose of the Subject Property until the corrective actions set forth herein are completed or until the Responsible Party first furnishes the grantee, transferee, mortgagee or lessee with a true and correct copies of the above-referenced Notice of Violation and this Agreement. RESPONSIBLE PARTY shall provide COUNTY with a signed and notarized statement from the grantee, transferee, mortgagee or lessee which acknowledges the receipt of true and correct copies of the above-referenced Notice of Violation and this Agreement, and full acceptance of the responsibility, without condition, for taking the corrective actions set forth herein.

F. **Waiver of Appeal Rights.** RESPONSIBLE PARTY hereby waives its right to request an Administrative Civil Penalty Appeal Hearing and/or Code Enforcement Appeal Hearing before a COUNTY appointed hearing officer in order to determine whether the Violations set forth in the above-referenced Notice of Violation and Notice to Abate Nuisance actually occurred and/or existed on the Subject Property and/or the reasonableness of the amount of the administrative civil penalty.

G. **Effect of Noncompliance.** In the event that RESPONSIBLE PARTY fails to comply substantially with the terms and conditions of this Agreement, the above-referenced administrative civil penalty in the amount of **Ten Thousand Dollars (\$10,000) per day** will continue to accrue until the ninety day period expires or the violations are abated, according to proof. At this point in time the administrative penalty, as well as any unpaid portion of the Administrative Costs incurred by COUNTY during the investigation of the Violations set forth in the above-referenced Notice of Violation will become immediately due and payable.

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

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

A. **Stay of Enforcement and Collection Actions.** COUNTY shall not take any enforcement or collection actions regarding the administrative civil penalty imposed pursuant to the above-

development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components, as defined by the Nuclear Free Humboldt County Ordinance. RESPONSIBLE PARTY agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if RESPONSIBLE PARTY subsequently becomes a Nuclear Weapons Contractor.

9. **INDEMNIFICATION:**

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

10. **INSURANCE REQUIREMENTS:**

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

11. **RELATIONSHIP OF PARTIES:**

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

12. **COMPLIANCE WITH APPLICABLE LAWS:**

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

13. **PROVISIONS REQUIRED BY LAW:**

This Agreement is subject to any additional local, state and federal restrictions, limitations, or conditions that may affect the provisions, terms or conditions of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the

pertinent section to make such insertion or correction.

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

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

15. **SEVERABILITY:**

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

16. **ASSIGNMENT:**

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

17. **AGREEMENT SHALL BIND SUCCESSORS:**

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

18. **WAIVER OF DEFAULT:**

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

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

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

20. **AMENDMENT:**

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

21. **JURISDICTION AND VENUE:**

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute

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

22. SUBCONTRACTS:

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

23. ATTORNEYS' FEES:

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

24. SURVIVAL:

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

25. CONFLICTING TERMS OR CONDITIONS:

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

26. INFORMED CONSENT:

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

27. NO REPRESENTATION NOT CONTAINED HEREIN:

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

28. INTERPRETATION:

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

29. INDEPENDENT CONSTRUCTION:

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

30. ENTIRE AGREEMENT:

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

31. AUTHORITY TO EXECUTE:

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

[Signatures on following page]

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

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

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

Westgate Management, LLC:

By: _____ Date: _____

Name: _____

Title: _____

By: _____ Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____ Date: _____

Bob Russell, Deputy Director
Humboldt County Planning and Building Department

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

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

STATE OF CALIFORNIA

COUNTY OF HUMBOLDT)

On _____ before me, _____, a

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)



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

NOTICE OF ADMINISTRATIVE CIVIL PENALTY ASSESSMENT

[Humboldt County Code §352-15]

Address of Affected Property:

Mountain View Rd, Kneeland, CA 95549

Assessor's Parcel Number:

314-193-010-000

Owner:

Westgate Management LLC
4705 S Durango Drive
Las Vegas, NV 89147

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, Seven Hundred, Seventy-Three Dollars and Eighty-Nine Cents (\$900,773.89)** 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: 314-193-010-000

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: 

Title: Director

Name: John Ford

Date: 3/15/2020

ATTACHMENT A

LEGAL DESCRIPTION

That real property situate in the County of Humboldt, State of California, described as follows:

PARCEL ONE:

The South Half of the Northeast Quarter of Section 18, Township 4 North, Range 3 East, Humboldt Meridian, as contained in the Patent recorded November 22, 1905 in Book 19, Page 459 of Patents, Humboldt County Records.

PARCEL TWO:

A non-exclusive easement for ingress, egress and utilities across and over the existing road running from the West line of the Northeast Quarter of the Northwest Quarter of Section 24, Township 4 North, Range 2 East, Humboldt Meridian, Southerly, through the West Half of the West Half of said Section 24, to the County Road known as Mountain View Road.

Being the same as created in and subject to the terms and provisions of that certain Grant of Easement Agreement executed by and between Scotia Pacific Company, LLC and Francis Carrington, et al and recorded August 30, 2006 as Instrument No. 2006-25290-11, Humboldt County Official Records.

PARCEL THREE:

The non-exclusive right to use an existing road located on lands of Arcata Corporation, being the same easement conveyed to Francis and Carole Carrington by an Easement Agreement between Arcata Corporation and Francis and Carole Carrington, recorded February 16, 1983, in Book 1693, Page 1141, of Official Records, under Recorder's Serial No. 3197, Humboldt County Records.

PARCEL FOUR:

A non-exclusive easement for ingress and egress including without limitation a right of way for the conduct of range and timber harvesting activities over the existing road running through the lands described in the Deed to Alex Boomer and wife recorded June 17, 1985 in Book 1789, Page 1185, Humboldt County Official Records.

PARCEL FIVE:

A non-exclusive easement for ingress, egress and public utilities over, under and across the existing roads on Lots 3 and 4 of said Section 18 as reserved in the Deed from ABTJ Resources, LLC, a California Limited Liability Company recorded April 3, 2012 as Instrument No. 2012-8329-2, Humboldt County Official Records.

PARCEL SIX:

A non-exclusive easement to lay, maintain, repair, replace and use an underground 3/4 inch water pipeline along and buried at least 12-inches under the existing road across Lots 3 and 4 of said Section 18 as reserved in the Deed from ABTJ Resources, LLC, a California Limited Liability Company recorded April 3, 2012 as Instrument No. 2012-8329-2, Humboldt County Official Records.

PARCEL SEVEN:

A non-exclusive easement for ingress, egress and public utilities over, under and across the existing roads the Southeast Quarter of the Southeast Quarter of Section 13, Township 4 North, Range 2 East, Humboldt Meridian, and the Northeast Quarter of the Northeast Quarter of Section 24, Township 4 North, Range 2 East, Humboldt Meridian, and Lot 1, being more particularly described as the Northwest Quarter of the Northwest Quarter of Section 19, Township 4 North, Range 3 East, Humboldt Meridian, and the Northeast Quarter of the Northwest Quarter of Section 19, Township 4 North, Range 3 East, Humboldt Meridian, as reserved in the Deed from ABTJ Resources, LLC, a California Limited Liability Company recorded May 4, 2011 as Instrument No. 2011-9606-3, Humboldt County Official Records.

PARCEL EIGHT:

A non-exclusive easement for ingress, egress and public utilities over, under and across the existing road the Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Northeast Quarter of Section 24, Township 4 North, Range 2 East, Humboldt Meridian.

PARCEL NINE:

The right to take water from a creek on the Southeast Quarter of the Southeast Quarter of Section 13 and to install, use, maintain, repair and replace a collection box and two 500 gallon tanks and two underground 3/4-inch water pipe lines along and under an existing road across said Southeast Quarter of the Southeast Quarter of Section 13, together with ingress and egress related to said water system.

The right to take water and the collection box are appurtenant to and shall be shared equally between the South Half of the Northeast Quarter of Section 18 and Lots 2, 3, and 4 and the Southeast Quarter of the Northeast Quarter of Section 18, and each of said parcels shall have the use of separate 500 gallon tanks and water pipe lines. As reserved in the Deed from ABTJ Resources, LLC, a California Limited Liability Company recorded May 4, 2011 as Instrument No. 2011-9606-3, Humboldt County Official Records.

PARCEL TEN:

A non-exclusive easement for ingress, egress and public utilities over, under and across the existing road on the East Half of the Southwest Quarter and the North Half of the Southeast Quarter of said Section 18, Township 4 North, Range 2 East, Humboldt Meridian.

PARCEL ELEVEN:

A non-exclusive easement to lay, maintain, repair, replace and use an underground 3/4 inch water pipeline along and buried at least 12-inches under the existing road across the East Half of the Southwest Quarter and the North Half of the Southeast Quarter of said Section 18, Township 4 North, Range 2 East, Humboldt Meridian.

**ATTACHMENT B
ACCOUNT OF COSTS INCURRED**

ADMINISTRATIVE COSTS		
Violation(s)	Nature of Cost Incurred	Amount
§331-14	Satellite Inspection of Property	
	1.5 Staff Hours	\$ 168.00
§331-28 §314-55.4	Preparation and Service of Notice to Abate Nuisance & Notice of Violation by Posting, by Mail, and Legal Advertisement	
	2.35 Staff Hours Grant Deed Cost Certified Mailing Cost Driving Mileage Cost Legal Advertisement Cost	\$ 471.96
	Drafted and Sent Proposed Compliance Agreement	
	0.5 Staff Hours	\$ 20.75
	Final Notice Abatement Code Violations Letter by Mail	
	0.5 Staff Hours Certified Mailing Cost	\$ 27.84
	Drafted and Sent Proposed Compliance Agreement	
	0.5 Staff Hours	\$ 20.75
	Preparation and Service of Notice of Withdrawal of Proposed Compliance Agreement Served by Mail	
	0.5 Staff Hours Certified Mailing Cost	\$ 64.59
		Total Cost \$ 773.89

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

Violation(s)	Nature of Actions Taken To Impose Administrative Civil Penalty	Date
§331-14		
§331-28	Satellite Inspection of Property	November 09, 2017
§314-55.4	Preparation and Service of Notice to Abate Nuisance & Notice of Violation by Posting, by Mail, and Legal Advertisement	November 14, 2018
	Drafted and Sent Proposed Compliance Agreement	November 17, 2017
	Final Notice Abatement Code Violations Letter by Mail	May 18, 2018
	Drafted and Sent Proposed Compliance Agreement	August 15, 2018
	Preparation and Service of Notice of Withdrawal of Proposed Compliance Agreement Served by Mail	February 28, 2019

ATTACHMENT D
ADMINISTRATIVE CIVIL PENALTY ASSESSMENT APPEAL
HEARING REQUEST FORM

Address of Affected Property: Mountain View Rd, Kneeland, CA 95549

Assessor's Parcel Number: 314-193-010-000

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

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

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

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

Name: _____

Address: _____

City, State: _____

Telephone Number: _____

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

Signature: _____

Date: _____

Name: _____

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF HUMBOLDT)

I, TASHEENA EVENSON, say:

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

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

**Westgate Management LLC
4705 S Durango Dr.
Las Vegas, NV 89147**

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

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

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

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

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

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



Tasheena Evenson - Code Enforcement Legal Office Assistant II

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF HUMBOLDT)

I, Branden Howton, say:

I am a citizen of the United States, over 18 years of age, a resident of the County of Humboldt, State of California, and not a party to the within action; that my business address is County of Humboldt Planning & Building Dept.; 3015 H Street, Eureka, California; that on April 30, 2020, I served a true copy of **NOTICE OF ADMINISTRATIVE CIVIL PENALTY ASSESSMENT.**

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

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

_____ by personally posting a true copy thereof on gate allowing access to property:

Mountain View Road, Kneeland, CA 95549

APN: 314-193-010-000 GPS 40.70741, -123.89201 & GPS 40.71340, -123.90951

_____ 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 4th day of May 2020, in the City of Eureka, County of Humboldt, State of California.



Branden Howton, Code Enforcement Unit



CC
CO
301
Eur
(70)



Warren Black
Code Compliance Officer

Phone: (707) 476-2400
Fax: (707) 268-3792

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

NOTICE OF ADMINISTRATIVE CIVIL PENALTY ASSESSMENT

[Humboldt County Code §352-15]

Address of Affected Property:
Mountain View Rd, Kneeland, CA 95549

Assessor's Parcel Number:
314-193-010-000

Owner:
Westgate Management LLC
4705 S Durango Drive
Las Vegas, NV 89147

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(i), 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, Seven Hundred, Seventy-Three Dollars and Eighty-Nine Cents (\$900,773.89)** 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.

4.30.2020 14:56

NOTICE OF ADMINISTRATIVE
CIVIL PENALTY ASSESSMENT

4.30.2020 14:56



4.30.2020 14:56



4.30.2020 14:56



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COUNTY OF HUMBOLDT
PLANNING AND BUILDING DEPARTMENT
CODE ENFORCEMENT

Warren Black
Code Compliance Officer

Phone: (707) 476-2400
Fax: (707) 268-3792

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

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STAPLES

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