

ATTACHMENT G

Executed Compliance Agreement

2-14-2019



COUNTY OF HUMBOLDT  
PLANNING AND BUILDING DEPARTMENT

3015 H Street • Eureka CA 95501  
Phone: (707) 476-2429 • Fax: (707) 268-3792

February 15, 2019

Kenneth Bareilles  
533 E Street  
Eureka, CA 95501

**Re: Copy of Executed Compliance Agreement for Code Enforcement case #  
14CEU-51, Werner Weltsch, Jonathan Weltsch, and Sarah Weltsch  
Property: 6000 Elk River Road, Eureka, CA, 95503, APN: 304-211-011**

Dear Mr. Bareilles:

The Compliance Agreement for the above listed property was executed by Deputy Director Robert Russell on February 14, 2019. Please see attached for a copy of the executed Compliance Agreement.

I will be in contact with you to schedule inspections with Werner Weltsch, Jonathan Weltsch, and Sarah Weltsch to confirm that the timeline for the corrective actions in the Compliance Agreement is being adhered to. Feel free to contact me if the abatement is completed sooner or if there are any questions. I look forward to working with Werner Weltsch, Jonathan Weltsch, and Sarah Weltsch to bring the property back into compliance.

I can be reached by telephone at (707) 441-2627 or by email at [ssoeth@co.humboldt.ca.us](mailto:ssoeth@co.humboldt.ca.us).

Sincerely,

Shauna Soeth  
Code Enforcement Investigator

Attachment: Executed Compliance Agreement

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

**WERNER WELTSCH, JONATHAN WELTSCH, & SARAH WELTSCH**

This Compliance Agreement ("Agreement") entered into this day of ~~September~~ <sup>Feb</sup> 14, 2018 ("Effective Date"), by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Werner Weltsch, Jonathan Weltsch, and Sarah Weltsch, as owners, who has allowed a violation to occur on the property described as Assessor's Parcel Number 304-211-011 located at 6000 block of Elk River Road, Eureka, California ("Subject Property"), hereinafter collectively referred to as "RESPONSIBLE PARTY," is made upon the following considerations:

**RECITALS:**

**WHEREAS**, on or about November 13, 2014, COUNTY, by and through the Humboldt County Planning and Building Department – Code Enforcement Unit ("Code Enforcement Unit"), opened **Code Enforcement Case Number 14CEU-51** in response to complaints of alleged nuisances and/or other violations of local, state and/or federal law ("Violations") that had occurred and/or existed on the Subject Property; and

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

Humboldt County Code section 331-14	Grading without permits
Humboldt County Code section 331-28	Construction of building/structure in violation of building, plumbing and/or electrical
Humboldt County Code section 354-1	Junk vehicles,
Humboldt County Code section 371-2	Maintaining a junkyard
Humboldt County Code section 314-61.1	Development in a Streamside Management Area without a permit

**WHEREAS**, on or about April 7, 2016, the Code Enforcement Unit served RESPONSIBLE PARTY with a Amended Notice of Nuisance ("Notice of Nuisance") pertaining to the Violations that had occurred and/or existed on the Subject Property; and

**WHEREAS**, on or about October 20, 2017, the Code Enforcement Unit served RESPONSIBLE PARTY with a Notice of Violation and Proposed Administrative Civil Penalty ("Notice of Violation") 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 **Eight Thousand Dollars per day (\$8,000 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 **Five Thousand Nine Hundred Seventy One Dollars and Eighty Five Cents (\$5,971.85)** (\$793.25 for staff time and \$5,178.60 for appeal hearing costs) as of the Effective Date of this Agreement; and

**WHEREAS**, on or about November 11, 2017, RESPONSIBLE PARTY requested an Administrative Civil Penalty 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 that was requested; and

**WHEREAS**, on April 9, 2018, an appeal hearing was held before Kimberly Buchholz, Hearing Officer for the Institute for Administrative Justice, University of the Pacific, McGeorge School of Law.

**WHEREAS**, on or about May 8, 2018, a Finding of Nuisance and Order of Abatement and Finding of Violation and Order Imposing Administrative Civil Penalty in the amount of \$33,250 was issued by the hearing officer; and

**WHEREAS**, on or about May 4, 2018, RESPONSIBLE PARTY filed a Notice of Appeal with County of Humboldt Superior Court, Case No. CV180417, pursuant to Government Code section 53069.4 for the Finding of Violation and Order Imposing Administrative Civil Penalty; and

**WHEREAS**, RESPONSIBLE PARTY hereby acknowledges, for purposes of entering into this Compliance Agreement and settlement of claims and for no other reason, that the Violations set forth in the above-referenced Notice of Nuisance and 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 Nuisance and 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 and to withdraw their Notice of Appeal, COUNTY will not seek enforcement and collection of the administrative civil penalty imposed by the hearing officer; 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 administrative civil penalties imposed by the hearing officer pertaining to the Violations that occurred and/or existed on the Subject Property on or before October 20, 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 20, 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 20, 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 20, 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 Costs.**

1. RESPONSIBLE PARTY shall pay the sum of **Seven Hundred Ninety Three Dollars and Twenty Five Cents (\$793.25)** on or before twenty one (21) calendar days from the date of execution of this Agreement in settlement of the above-referenced Administrative Costs incurred prior to the Effective Date of this Agreement.
2. 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 (\$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.
3. 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 Nuisance and Notice of Violation on or before **one year after the Effective Date of this Agreement:**

1. Within ninety (90) days of the execution of this Agreement, all debris, solid waste, and/or scrap metal stored outdoors on the Subject Property shall be contained within a 200 square-foot area, and/or contained in an enclosed structure, and/or removed from the Subject Property and taken to an approved disposal site.
2. Within ninety (90) days of the execution of this Agreement, each of the inoperable vehicles shall be restored to an operative condition, and/or 2) stored within an enclosed structure, and/or 3) removed from the Subject Property.
3. Within six (6) weeks of the date of execution of this Agreement, RESPONSIBLE PARTY shall apply for and obtain an Agricultural Exemption or apply for, obtain, and finalize Building Permits for the metal storage containers and the older wooden structure that was moved onto the Subject Property. In the alternative, apply for, obtain, and

finalize the proper permits to remove and or demolish the unpermitted structures that are on the Subject Property.

4. Within thirty (30) days of the execution of this Agreement, RESPONSIBLE PARTY shall obtain a restoration plan for grading work on the Subject Property outside of the Streamside Management Area. RESPONSIBLE PARTY shall apply for and obtain a grading permit, and complete the restoration plan within four (4) weeks of obtaining the restoration plan. RESPONSIBLE PARTY shall complete all work required by the permit(s) within six (6) months of the issuance of the permit.
  5. Within eight (8) weeks of the execution of this Agreement, RESPONSIBLE PARTY shall submit a restoration plan to the COUNTY, designed by a qualified professional, to remediate the graded areas. All areas that have been graded without permits must be returned to an area that is environmentally stable based on the restoration plan and recommendations by the qualified professional. The qualified professional may determine that an area would have a greater negative environmental impact if restored to natural contours/vegetation. RESPONSIBLE PARTY shall apply for and obtain any permits required for development in a wetland area.
- 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. **Withdraw of Notice of Appeal.** Within five (5) calendar days of execution of this Agreement, RESPONSIBLE PARTY shall file with the Superior Court of the County of Humboldt a Withdrawal of their Notice of Appeal for Case No. CV180417.
- G. **Effect of Noncompliance.** In the event that RESPONSIBLE PARTY fails to comply substantially with the terms and conditions of this Agreement, the administrative civil penalty in the amount of **thirty three thousand two hundred fifty dollars (\$33,250)** imposed by the hearing officer 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 the hearing officer's order. However, in the event RESPONSIBLE PARTY fails to abide by the terms of this Agreement, COUNTY shall be entitled to take any and all appropriate enforcement and/or collection actions pursuant to Chapters 1 and 2 of Division 5 of Title III of the Humboldt County Code.
  
- B. **Release of Violations.** Upon RESPONSIBLE PARTY's completion of all the corrective actions required hereunder and payment of all amounts listed in Section 2.A. and all applicable permit and/or inspection fees, COUNTY shall dismiss the above-referenced Notice of Violation and Notice to Abate Nuisance and issue a Release of Notice of Violation and Proposed Administrative Civil Penalty and Release of Notice to Abate Nuisance to RESPONSIBLE PARTY.

**4. TERM:**

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

**5. TERMINATION:**

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

**6. NOTICES:**

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

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

RESPONSIBLE PARTY: Werner Weltsch, Jonathan Weltsch, Sarah Weltsch  
6451 Elk River Road  
Eureka, CA 95503

7. **CONFIDENTIAL INFORMATION:**

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

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

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

9. **INDEMNIFICATION:**

A. **Hold Harmless, Defense and Indemnification.** RESPONSIBLE PARTY shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against, any all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, reasonable attorneys' fees and other costs of litigation, arising out of, or in connection with, RESPONSIBLE PARTY's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.

B. **Effect of Insurance.** Acceptance of the insurance required by this Agreement shall not relieve RESPONSIBLE PARTY from liability under this provision. This provision shall apply to all claims for damages related to the performance of RESPONSIBLE PARTY's performance of the duties and obligations set forth in this Agreement regardless of whether any insurance is applicable or not. The policy limits pertaining to the insurance required hereunder shall not act as a limitation upon the amount of indemnification or defense to be provided by RESPONSIBLE PARTY hereunder.

10. **INSURANCE REQUIREMENTS:**

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

11. **RELATIONSHIP OF PARTIES:**

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



12. **COMPLIANCE WITH APPLICABLE LAWS:**

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

13. **PROVISIONS REQUIRED BY LAW:**

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

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

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

15. **SEVERABILITY:**

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

16. **ASSIGNMENT:**

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

17. **AGREEMENT SHALL BIND SUCCESSORS:**

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

18. **WAIVER OF DEFAULT:**

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

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

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

20. **AMENDMENT:**

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

21. **JURISDICTION AND VENUE:**

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

22. **SUBCONTRACTS:**

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

23. **ATTORNEYS' FEES:**

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

24. **SURVIVAL:**

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

25. **CONFLICTING TERMS OR CONDITIONS:**

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

26. **INFORMED CONSENT:**

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

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

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

28. **INTERPRETATION:**

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

29. **INDEPENDENT CONSTRUCTION:**

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

30. **ENTIRE AGREEMENT:**

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

31. **AUTHORITY TO EXECUTE:**

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

[Signatures on following page]

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

**WERNER WELTSCH, JONATHAN WELTSCH, & SARAH WELTSCH**

By: Werner Weltsch

Date: 2-11-19

Name: WERNER WELTSCH

By: Jonathan Weltsch

Date: 2-11-19

Name: JONATHAN WELTSCH

By: Sarah Weltsch

Date: 2/11/19

Name: Sarah Weltsch

**COUNTY OF HUMBOLDT:**

By: Robert Russell

Date: 2/14/19

Robert 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)

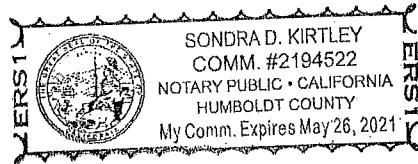
On Feb 11, 2019 before me, Sandra D. Kirtley, a

Notary Public, personally appeared Werner Weltzsch, Jonathan Weltzsch & Sarah Weltzsch, 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 Sandra D. Kirtley



(Seal)

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 February 15<sup>th</sup> 2019 I served a true copy **COPY OF EXECUTED COMPLIANCE AGREEMENT.**

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.)

**Kenneth Bareilles  
533 E St.  
Eureka, CA 95501**

\_\_\_\_\_ 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 15 day of February, 2019, in the City of Eureka, County of Humboldt, State of California.

  
\_\_\_\_\_  
Tasheena Evenson - Code Enforcement Legal Office Assistant