



COUNTY OF HUMBOLDT

AGENDA ITEM NO.
C-13

For the meeting of September 6, 2016

Date: August 4, 2016
To: Board of Supervisors
From: Robert Wall, Director Planning and Building *RSW*
Subject: United States Environmental Protection Agency Brownfield Revolving Loan Fund Ratification of Past Modifications & Permission to Secure Future Funds up to \$3,000,000 and Continue to Loan and Grant funds when opportunities arise.

RECOMMENDATION(S):

That the Board of Supervisors: Adopt Resolution ratifying past modifications to the United States Environmental Protection Agency Brownfield Revolving Loan Fund, and approve and authorize County Administrative Officer to secure additional funds up to \$3,000,000 and to continue to loan and grant funds when opportunities arise.

SOURCE OF FUNDING:

United States Environment Protection Agency (US-EPA) Brownfield Revolving Loan Fund (RLF).

DISCUSSION:

In December 2005 the Board of Supervisors authorized Community Development Services Department to apply for a \$1,000,000 grant from the US- EPA for a Revolving Loan fund. The Board gave the Community Development Services Department permission to make loans from this fund and to sub-grant

Prepared by Paula Mushrush CAO Approval Cheryl Dillman

REVIEW: Auditor MSH County Counsel NAD Human Resources _____ Other _____

TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other _____

PREVIOUS ACTION/REFERRAL:

Board Order No. _____
Meeting of: _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
Upon motion of Supervisor Sundberg Seconded by Supervisor Bass
Ayes Sundberg, Fennell, Lovelace, Bohn, Bass
Nays _____
Abstain _____
Absent _____

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: Sept. 6, 2016
By: Kathy Hayes
Kathy Hayes, Clerk of the Board

to eligible governmental entities, redevelopment agencies, non-profits and private developers for the purpose of performing site assessments and clean up of property sites that pose a threat to public health and safety or that have been stumbling blocks to development because of real or perceived environmental hazards.

The RLF was developed by the US-EPA to help jurisdictions clean up properties to remove blight and allow for re-development. All properties cleaned up are recorded and monitored by the US-EPA. The regulations stipulate that the county or the grantees/borrowers must provide twenty percent of the clean-up out of their own funds. Thus far, all required match funds have been provided by the borrower and grantees.

In addition at least sixty percent of the fund must be loaned and paid back to the County's restricted US-EPA revolving loan fund. The balance of the funds, up to forty percent may be granted to outside parties and used for administration.

Finally, private parties and the county, as the grantee, must take funds in the form of loans, and are not eligible for grants; whereas non-profits, other governmental and quasi-governmental agencies are eligible for loans and/or grants. All grants and loans awarded have met these requirements, and will continue to meet these requirements.

The funds that are loaned must be repaid to the county and held in an US-EPA restricted Brownfield RLF. They may then be re-loaned/granted under the same rules. After the second repayment they become unrestricted and no longer need to be held in a separate fund.

Grant Management remains with the Economic Division, but in December 2015 the Planning & Building Department Housing Division was asked to temporarily manage the US-EPA Brownfield RLF grant. Since the original grant agreement several things have occurred and staff is asking that the Board ratify those past actions.

US-EPA Contract Modifications

- US-EPA amendment #1, time extension (8/2011)
- US-EPA modification #2, time extension & budget increase for \$450,000 (12/2012)
- US-EPA modification #3, time extension (8/2014)
- US-EPA modification #4, budget increase for \$350,000 (9/2014)
- US-EPA modification #5, time extension (7/2015)

Subgrants and Loan

- Signed Grant Agreement with Wyott Tribe (6/2011)
- Signed Grant Agreement with Mid-Klamath Watershed (9/2011)
- Signed Loan to Pacific Communities (5/2014)

With the five past budget amendments the current balance is \$1,800,000. Staff is asking that the Board ratify these modifications.

In addition, staff is asking that the Board authorize staff to continue to work with local entities to fund additional community projects under the EPA Brownfield RLF as entities and organizations continue to express interest in receiving grant and loan funds. Staff requests a delegation of authority to the County Administrative Officer to request additional funding and/or time extensions from the EPA; and to sign loan documents and grant agreements.

FINANCIAL IMPACT:

The administration of this fund is covered with the grant funds; as such this will not affect the general fund negatively. In the future it could positively affect the general funds because when loan funds are paid back to the County they are held in a restricted fund and then re-loaned/granted under the same rules. But after the second loan they become un-restricted and no longer need to be held in a separate fund and can be used for an additional Economic Development Fund or for whatever the Board of Supervisors believes is important at the time.

Participation in the program meets the County strategic framework because it establishes source of local revenue to improve the health and safety of its citizens through cleanup of environmental hazards. In addition the County is working with private parties and other jurisdictions to solve broader community challenges.

OTHER AGENCY INVOLVEMENT:

US Environmental Protection Agency and State of California Regional Water Quality Board

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Your Board could ratify past actions, but not allow the County to obtain additional funds for future projects. This is not recommended because as long as there is need and there is funding available it would be beneficial to the County to continue to build up the RLF.

ATTACHMENTS:

- A. Resolution Ratifying past actions; authorizing future actions
- B. Original Resolution 05-89 and Agreement

ATTACHMENT A

RESOLUTION

RATIFYING PAST MODIFICATIONS

AND AUTHORIZING FUTURE ACTIONS

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA

Certified copy of portion of proceedings, Meeting of September 6, 2016

RESOLUTION NO. 16-101

RESOLUTION RATIFYING PAST MODIFICATION TO THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (US-EPA) BROWNFIELD REVOLVING LOAN FUND GRANT AGREEMENT; AUTHORIZING STAFF TO MAKE FUTURE MODIFICATIONS OF TIME AND FUNDING IN AN AMOUNT NOT TO EXCEED \$3,000,000; AND AUTHORIZING THE COUNTY ADMINISTRATIVE OFFICER TO SIGN CONTRACTS AND GRANTS TO CARRY OUT GRANT ACTIVITIES, AFTER REVIEW AND APPROVAL BY COUNTY COUNSEL AND RISK MANAGEMENT

WHEREAS, the Board of Supervisors recognizes the value of participation in the US-EPA Brownfield Revolving Loan Fund program; and

WHEREAS, the Board of Supervisors recognizes that US-EPA Brownfield Revolving Loan funds may be loaned or granted under strict federal guidelines; and

WHEREAS, the Board of Supervisors wishes to use the US-EPA Brownfield Revolving Loan Fund to make loans and sub-grants to eligible governmental entities, redevelopment agencies, non-profits, and private developers to do site assessments and clean-up of property sites that pose a threat to the health and safety of the public or have been stumbling blocks to development because of real or perceived environmental hazards.


NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors ratifies prior modifications to time and funding, attached hereto as Exhibit A.

BE IT FURTHER RESOLVED, that the Board of Supervisors hereby authorizes staff to continue to secure US-EPA Brownfield Revolving Loan funding in an amount not to exceed \$3,000,000 and extend the grant as opportunities arise.

BE IT FURTHER RESOLVED, the County Administrative Officer, or designee, is hereby authorized to enter into US-EPA Brownfield Revolving Loan grant modifications, subject to the conditions set forth above and to sign documents on the County's behalf.

BE IT FURTHER RESOLVED, the County Administrative Officer, or designee, is hereby authorized to enter into and sign grants and loan agreements for eligible Brownfield Revolving Loan projects.

Dated: September 6, 2016



MARK LOVELACE, Chair
Humboldt County Board of Supervisors

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA
Certified copy of portion of proceedings, Meeting of September 6, 2016

RESOLUTION NO. 16-101

Adopted on motion by Supervisor Sundberg, seconded by Supervisor Bass, and the following vote:

AYES:	Supervisors	Sundberg, Fennell, Lovelace, Bohn, Bass
NAYS:	Supervisors	--
ABSENT:	Supervisors	--
ABSTAIN:	Supervisors	--

STATE OF CALIFORNIA)
County of Humboldt)


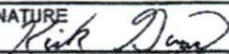
I, KATHY HAYES, Clerk of the Board of Supervisors, County of Humboldt, State of California, do hereby certify the foregoing to be an original made in the above-entitled matter by said Board of Supervisors at a meeting held in Eureka, California.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Board of Supervisors.



By ANA HARTWELL
Deputy Clerk of the Board of Supervisors of the
County of Humboldt, State of California

EXHIBIT A
TO BOARD RESOLUTION
COPIES OF FIVE MODIFICATIONS

	U.S. ENVIRONMENTAL PROTECTION AGENCY Assistance Amendment	ASSISTANCE ID NO.			DATE OF AWARD 08/22/2011
		PRG	DOC ID	AMEND#	
		BF - 96986701 - 1			MAILING DATE 08/22/2011
		TYPE OF ACTION No Cost Amendment			ACH#
RECIPIENT TYPE: County		Send Payment Request to: Las Vegas Finance Center, Fax (702) 798-2423			
RECIPIENT: County of Humboldt 520 E Street Eureka, CA 95501 EIN: 94-6000513		PAYEE: County of Humboldt 520 E Street Eureka, CA 95501			
PROJECT MANAGER Andrew Whitney 520 E Street Eureka, CA 95501 E-Mail: awhitney@co.humboldt.ca.us Phone: 707-476-4809		EPA PROJECT OFFICER Diane Strassmaier 75 Hawthorne Street, SFD-6 San Francisco, CA 94105 E-Mail: Strassmaier.Diane@epamail.epa.gov Phone: 415-972-3247		EPA GRANT SPECIALIST Veronica Adams Grants Management Office, MTS-7 E-Mail: Adams.Veronica@epamail.epa.gov Phone: 415-972-3677	
PROJECT TITLE AND EXPLANATION OF CHANGES					
BROWNFIELDS REVOLVING LOAN FUND (RLF) COOPERATIVE AGREEMENTS					
This agreement provides full EPA funding in the amount of \$1,000,000 to capitalize a Brownfields Revolving Loan Fund program that will enable landowners and developers to borrow funds from the County to cleanup properties contaminated with petroleum in the County of Humboldt.					
This amendment extends the budget and project period end dates from November 30, 2011 to November 30, 2013.					
BUDGET PERIOD 10/01/2006 - 11/30/2013		PROJECT PERIOD 10/01/2006 - 11/30/2013		TOTAL BUDGET PERIOD COST \$1,200,000.00	
				TOTAL PROJECT PERIOD COST \$1,200,000.00	
NOTICE OF AWARD					
Based on your application dated 06/12/2006, including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA), hereby awards \$0. EPA agrees to cost-share 83.33% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$1,000,000. Such award may be terminated by EPA without further cause if the recipient fails to provide timely affirmation of the award by signing under the Affirmation of Award section and returning all pages of this agreement to the Grants Management Office listed below within 21 days after receipt, or any extension of time, as may be granted by EPA. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.					
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE		
ORGANIZATION / ADDRESS U.S. EPA, Region 9 Grants Management Office, MTS-7 75 Hawthorne Street San Francisco, CA 94105			ORGANIZATION / ADDRESS U.S. EPA, Region 9 Superfund Division, SFD-1 75 Hawthorne Street San Francisco, CA 94105		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY					
SIGNATURE OF AWARD OFFICIAL Digital signature applied by EPA Award Official		TYPED NAME AND TITLE Carolyn Truong, Grants Management Officer		DATE 08/22/2011	
AFFIRMATION OF AWARD					
BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION					
SIGNATURE 		TYPED NAME AND TITLE Kirk Girard, Director, Community Development Services		DATE 8/26/11	

8/29/11 Scanned + emailed to above address -
 J.C.



U.S. ENVIRONMENTAL PROTECTION AGENCY

Assistance Amendment

GRANT NUMBER (FAIN): 96986701	DATE OF AWARD
MODIFICATION NUMBER: -2	12/13/2012
PROGRAM CODE: BF	MAILING DATE
TYPE OF ACTION Augmentation: Increase	12/20/2012
PAYMENT METHOD: Advance	ACH#

RECIPIENT TYPE: County	Send Payment Request to: Las Vegas Finance Center, Fax (702) 798-2423
RECIPIENT:	PAYEE:

County of Humboldt 520 E Street Eureka, CA 95501 EIN: 94-8000513	County of Humboldt 520 E Street Eureka, CA 95501
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PROJECT MANAGER	EPA PROJECT OFFICER	EPA GRANT SPECIALIST
Andrew Whitney 520 E Street Eureka, CA 95501 E-Mail: awhitney@co.humboldt.ca.us Phone: 707-445-7745	Diane Strassmaier 75 Hawthorne Street, SFD-6 San Francisco, CA 94105 E-Mail: Strassmaier.Diane@epa.gov Phone: 415-972-3247	Veronica Adams Grants Management Office, MTS-7 E-Mail: Adams.Veronica@epamail.epa.gov Phone: 415-972-3677

PROJECT TITLE AND EXPLANATION OF CHANGES
Brownfields Revolving Loan Fund (RLF) Cooperative Agreements

This cooperative agreement will capitalize a Brownfields Revolving Loan Fund program that will enable landowners and developers to borrow funds from the County to cleanup properties contaminated with petroleum in the County of Humboldt.

This grant amendment increases the federal funding amount by \$450,000 from \$1,000,000.00 to \$1,450,000.00 and extends the budget and project period end dates from 11/30/13 to 12/31/14.

BUDGET PERIOD 10/01/2006 - 12/31/2014	PROJECT PERIOD 10/01/2006 - 12/31/2014	TOTAL BUDGET PERIOD COST \$1,740,000.00	TOTAL PROJECT PERIOD COST \$1,740,000.00
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NOTICE OF AWARD

Based on your Application dated 08/23/2012 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$450,000. EPA agrees to cost-share 83.33% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$1,450,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.

ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)	AWARD APPROVAL OFFICE
ORGANIZATION / ADDRESS	ORGANIZATION / ADDRESS
U.S. EPA, Region 9 Grants Management Office, MTS-7 75 Hawthorne Street San Francisco, CA 94105	U.S. EPA, Region 9 Superfund Division, SFD-1 75 Hawthorne Street San Francisco, CA 94105

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

Digital signature applied by EPA Award Official for Denise Zvanovec - Grants Management Officer Cheryl Filart - Award Official delegate	DATE 12/13/2012
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	U.S. ENVIRONMENTAL PROTECTION AGENCY Assistance Amendment	GRANT NUMBER (FAIN): 96986701 MODIFICATION NUMBER: 3 PROGRAM CODE: BF	DATE OF AWARD 08/11/2014
		TYPE OF ACTION No Cost Amendment	MAILING DATE 08/11/2014
		PAYMENT METHOD: Advance	ACH#
		Send Payment Request to: Las Vegas Finance Center, Fax (702) 798-2423	
RECIPIENT TYPE: County		PAYEE: County of Humboldt 520 E Street Eureka, CA 95501	
RECIPIENT: County of Humboldt 520 E Street Eureka, CA 95501 EIN: 94-6000513		PAYEE: County of Humboldt 520 E Street Eureka, CA 95501	
PROJECT MANAGER Andrew Whitney 520 E Street Eureka, CA 95501 E-Mail: awhitney@co.humboldt.ca.us Phone: 707-445-7745	EPA PROJECT OFFICER Glenn Kistner 75 Hawthorne Street, SFD-6-1 San Francisco, CA 94105 E-Mail: Kistner.Glenn@epa.gov Phone: 415-972-3004	EPA GRANT SPECIALIST Veronica Adams Grants Management Office, MTS-7 E-Mail: Adams_Veronica@epamail.epa.gov Phone: 415-972-3677	
PROJECT TITLE AND EXPLANATION OF CHANGES Brownfields Revolving Loan Fund (RLF) Cooperative Agreements This cooperative agreement will capitalize a Brownfields Revolving Loan Fund program that will enable landowners and developers to borrow funds from the County to cleanup properties contaminated with petroleum in the County of Humboldt. This grant amendment extends the budget and project period end dates from 12/31/14 to 12/31/15. The federal funding amount of \$1,450,000 remains the same.			
BUDGET PERIOD 10/01/2008 - 12/31/2015	PROJECT PERIOD 10/01/2008 - 12/31/2015	TOTAL BUDGET PERIOD COST \$1,740,000.00	TOTAL PROJECT PERIOD COST \$1,740,000.00
NOTICE OF AWARD			
Based on your Application dated 08/23/2012 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$. EPA agrees to cost-share <u>83.33%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$1,450,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS U.S. EPA, Region 9 Grants Management Office, MTS-7 75 Hawthorne Street San Francisco, CA 94105		ORGANIZATION / ADDRESS U.S. EPA, Region 9 Superfund Division, SFD-1 75 Hawthorne Street San Francisco, CA 94105	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official for Katherine Meltzer - Acting Grant Management Officer Veronica Adams - Award Official delegate			DATE 08/11/2014

RECEIVED
 SEP 22 2014
 ECONOMIC DEVELOPMENT



U.S. ENVIRONMENTAL PROTECTION AGENCY
Assistance Amendment

GRANT NUMBER (FAIN): 96986701	DATE OF AWARD
MODIFICATION NUMBER: 4	09/29/2014
PROGRAM CODE: BF	MAILING DATE
TYPE OF ACTION	10/06/2014
Augmentation: Increase	ACH#
PAYMENT METHOD:	
Advance	

RECIPIENT TYPE: County
Send Payment Request to: Las Vegas Finance Center, Fax (702) 798-2423

RECIPIENT:
County of Humboldt
520 E Street
Eureka, CA 95501
EIN: 94-6000513
PAYEE:
County of Humboldt
520 E Street
Eureka, CA 95501

PROJECT MANAGER Andrew Whitney 520 E Street Eureka, CA 95501 E-Mail: awhitney@co.humboldt.ca.us Phone: 707-445-7745	EPA PROJECT OFFICER Glenn Kistner 75 Hawthorne Street, SFD-6-1 San Francisco, CA 94105 E-Mail: Kistner.Glenn@epa.gov Phone: 415-972-3004	EPA GRANT SPECIALIST Veronica Adams Grants Management Office, MTS-7 E-Mail: Adams_Veronica@epa.gov Phone: 415-972-3677
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PROJECT TITLE AND EXPLANATION OF CHANGES
Brownfields Revolving Loan Fund (RLF) Cooperative Agreements
This cooperative agreement will capitalize a Brownfields Revolving Loan Fund program that will enable landowners and developers to borrow funds from the County to cleanup properties contaminated with petroleum in the County of Humboldt.
This grant amendment increases the federal funding amount by \$350,000.

e-mail sent to EPA for clarification; additional funding was intended for Hazard.

BUDGET PERIOD 10/01/2006 - 12/31/2015	PROJECT PERIOD 10/01/2006 - 12/31/2015	TOTAL BUDGET PERIOD COST \$2,180,000.00	TOTAL PROJECT PERIOD COST \$2,180,000.00
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NOTICE OF AWARD

Based on your Application dated 08/05/2014 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$350,000. EPA agrees to cost-share 83.33% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$1,800,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.

ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)	AWARD APPROVAL OFFICE
ORGANIZATION / ADDRESS U.S. EPA, Region 9 Grants Management Office, MTS-7 75 Hawthorne Street San Francisco, CA 94105	ORGANIZATION / ADDRESS U.S. EPA, Region 9 Superfund Division, SFD-1 75 Hawthorne Street San Francisco, CA 94105

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

Digital signature applied by EPA Award Official Susan Chlu - Acting Grants Management Officer
DATE 09/29/2014

RECEIVED

OCT - 6 2014

ECONOMIC DEVELOPMENT

	U.S. ENVIRONMENTAL PROTECTION AGENCY Assistance Amendment	GRANT NUMBER (FAIN): 96986701 MODIFICATION NUMBER: 5 PROGRAM CODE: BF	DATE OF AWARD 07/20/2015
		TYPE OF ACTION No Cost Amendment	MAILING DATE 07/20/2015
		PAYMENT METHOD: Advance	ACH#
		Send Payment Request to: Las Vegas Finance Center, Fax (702) 798-2423	
RECIPIENT TYPE: County		PAYEE: County of Humboldt 520 E Street Eureka, CA 95501	
RECIPIENT: County of Humboldt 520 E Street Eureka, CA 95501 EIN: 94-6000513			
PROJECT MANAGER Andrew Whitney 520 E Street Eureka, CA 95501 E-Mail: awhitney@co.humboldt.ca.us Phone: 707-445-7745	EPA PROJECT OFFICER Lisa Hanusiak 75 Hawthorne Street, SFD-7 San Francisco, CA 94105 E-Mail: Hanusiak.Lisa@epa.gov Phone: 415-972-3152	EPA GRANT SPECIALIST Veronica Adams Grants Management Office, MTS-7 E-Mail: adams.veronica@epa.gov Phone: 415-972-3677	
PROJECT TITLE AND EXPLANATION OF CHANGES Brownfields Revolving Loan Fund (RLF) Cooperative Agreements This cooperative agreement will capitalize a Brownfields Revolving Loan Fund program that will enable landowners and developers to borrow funds from the County to cleanup properties contaminated with petroleum in the County of Humboldt. This grant amendment extends the budget and project period to 12/31/2016. The federal funding amount of \$1,800,000.00 remains the same.			
BUDGET PERIOD 10/01/2008 - 12/31/2016	PROJECT PERIOD 10/01/2008 - 12/31/2016	TOTAL BUDGET PERIOD COST \$2,160,000.00	TOTAL PROJECT PERIOD COST \$2,160,000.00
NOTICE OF AWARD			
Based on your Application dated 08/05/2014 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$. EPA agrees to cost-share 83.33% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$1,800,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS U.S. EPA, Region 9 Grants Management Office, MTS-7 75 Hawthorne Street San Francisco, CA 94105		ORGANIZATION / ADDRESS U.S. EPA, Region 9 Superfund Division 75 Hawthorne Street San Francisco, CA 94105	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official for Sara L. Russell - Grants Management Officer Veronica Adams - Award Official delegate			DATE 07/20/2015

RECEIVED
 JUL 20 2015
 ECONOMIC DEVELOPMENT

EPA Funding Information

BF - 96986701 - 5 Page 2

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 1,800,000	\$	\$ 1,800,000
EPA In-Kind Amount	\$ 0	\$	\$ 0
Unexpended Prior Year Balance	\$ 0	\$	\$ 0
Other Federal Funds	\$ 0	\$	\$ 0
Recipient Contribution	\$ 360,000	\$	\$ 360,000
State Contribution	\$ 0	\$	\$ 0
Local Contribution	\$ 0	\$	\$ 0
Other Contribution	\$ 0	\$	\$ 0
Allowable Project Cost	\$ 2,160,000	\$ 0	\$ 2,160,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Assessment and Cleanup Cooperative Agreements	CERCLA: Sec. 104(k)(3)	40 CFR PART 31

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation

ATTACHMENT B
ORIGINAL RESOLUTION
AUTHORIZING SUBMITTAL OF US-EPA APPLICATION
AND ORIGINAL AGREEMENT

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA

Certified Copy of Portion of Proceedings, Meeting of Tuesday, December 6, 2005

RESOLUTION NO. 05-09

AUTHORIZING THE SUBMITTAL OF A PRE-APPLICATION TO THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (US-EPA) IN THE AMOUNT OF \$1,000,000 FOR A GRANT TO CAPITALIZE A REVOLVING LOAN FUND (RLF); AUTHORIZATION TO COMMIT MATCH UP TO \$25,000; AND AUTHORIZATION FOR THE COMMUNITY DEVELOPMENT SERVICES DIRECTOR TO EXECUTE THE PRE-APPLICATION, GRANT AGREEMENTS AND ANY AMENDMENTS THERETO, AND CONTRACT AND SUBRECIPIENT AGREEMENTS TO CARRY OUT THE ACTIVITIES, AFTER REVIEW AND APPROVAL BY COUNTY COUNSEL AND THE RISK MANAGEMENT DIRECTOR/DEPUTY CAO

WHEREAS, the Board of Supervisors wishes to submit a pre-application and full grant application to the United States Environmental Protection Agency for a Brownfields Revolving Loan Fund Grant from the Brownfields Economic Redevelopment Initiative in the amount of \$1,000,000 for a grant; and

WHEREAS, the County wishes to use the Revolving Loan Fund to make loans and sub-grants to eligible governmental entities, redevelopment agencies, non-profits, and private developers to do site assessments and clean-up of property sites that pose a threat to health and safety or have been stumbling blocks to development because of real or perceived environmental hazards.

NOW, THEREFORE, BE IT RESOLVED, that the Community Development Services Director, or his designated agent, is hereby authorized and directed to act on the County's behalf in all matters pertaining to this application; and

BE IT FURTHER RESOLVED that should the County be successful in receiving the grant they authorize up to \$25,000 out of the Economic Development set-aside fund to be used as match for this grant; and

BE IT FURTHER RESOLVED that the Community Development Services Director, or his agent, is authorized to sign contracts to carry out the activities of this grant, after review and approval by the County Counsel and the Risk Management Director/Deputy CAO.

Adopted on motion by Supervisor Neely, second by Supervisor Geist, and the following vote:

AYES: Supervisors Smith, Rodoni, Woolley, Neely, and Geist
NAYS: None
ABSENT: None
ABSTAIN: None

STATE OF CALIFORNIA)
County of Humboldt) **

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Board of Supervisors.





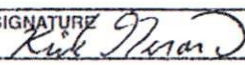
LORA CANZONERI, Clerk of the Board of Supervisors of the County of Humboldt, State of California—December 6, 2005

(1-1)

RECIPIENT'S COPY

ORIGINAL

BF - 96986701 - 0 Page 1

	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement	ASSISTANCE ID NO.			DATE OF AWARD
		PRG	DOC ID	AMEND#	SEP 27 2006
		BF -	96986701	- 0	MAILING DATE
		TYPE OF ACTION			OCT 04 2006
New			PAYMENT METHOD:	ACH#	
Advance			Send Payment Request to: Las Vegas Finance Center, Fax (702) 798-2423		
RECIPIENT TYPE: County			PAYEE:		
RECIPIENT: County of Humboldt 520 E Street Eureka, CA 95501 EIN: 94-6000513			County of Humboldt 520 E Street Eureka, CA 95501		
PROJECT MANAGER		EPA PROJECT OFFICER		EPA GRANT SPECIALIST	
Andrew Whitney 520 E Street Eureka, CA 95501 E-Mail: awhitney@co.humboldt.ca.us Phone: 707-476-4809		Diane Strassmaier 75 Hawthorne Street, SFD-1 San Francisco, CA 94105 E-Mail: Strassmaier.Diane@epamail.epa.gov Phone: 415-972-3247		Veronica Adams Grants Management Office, MTS-7 E-Mail: Adams.Veronica@epamail.epa.gov Phone: 415-972-3677	
PROJECT TITLE AND DESCRIPTION					
BROWNFIELDS REVOLVING LOAN FUND (RLF) COOPERATIVE AGREEMENTS					
This agreement provides full EPA funding in the amount of \$1,000,000 to capitalize a Brownfields Revolving Loan Fund program that will enable landowners and developers to borrow funds from the County to cleanup properties contaminated with petroleum in the County of Humboldt.					
BUDGET PERIOD		PROJECT PERIOD		TOTAL BUDGET PERIOD COST	
10/01/2006 - 11/30/2011		10/01/2006 - 11/30/2011		\$1,200,000.00	
				TOTAL PROJECT PERIOD COST	
				\$1,200,000.00	
NOTICE OF AWARD					
Based on your application dated 06/12/2006, including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA), hereby awards \$1,000,000. EPA agrees to cost-share 83.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$1,000,000. Such award may be terminated by EPA without further cause if the recipient fails to provide timely affirmation of the award by signing under the Affirmation of Award section and returning all pages of this agreement to the Grants Management Office listed below within 21 days after receipt, or any extension of time, as may be granted by EPA. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.					
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE		
ORGANIZATION / ADDRESS			ORGANIZATION / ADDRESS		
U.S. EPA, Region 9 Grants Management Office, MTS-7 75 Hawthorne Street San Francisco, CA 94105			U.S. EPA, Region 9 Superfund Division, SFD-1 75 Hawthorne Street San Francisco, CA 94105		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY					
SIGNATURE OF AWARD OFFICIAL		TYPED NAME AND TITLE		DATE	
		Keith Takata, Director - Superfund Division		SEP 27 2006	
AFFIRMATION OF AWARD					
BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION					
SIGNATURE		TYPED NAME AND TITLE		DATE	
		Kirk Girard, Director, Community Development Services		10/11/06	

10/17/06 Signed original sent to EPA via U.S. mail

EPA Funding Information

BF - 96986701 - 0 Page 2

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 1,000,000	\$ 1,000,000
EPA In-Kind Amount	\$	\$ 0	\$ 0
Unexpended Prior Year Balance	\$	\$ 0	\$ 0
Other Federal Funds	\$	\$ 0	\$ 0
Recipient Contribution	\$	\$ 200,000	\$ 200,000
State Contribution	\$	\$ 0	\$ 0
Local Contribution	\$	\$ 0	\$ 0
Other Contribution	\$	\$ 0	\$ 0
Allowable Project Cost	\$ 0	\$ 1,200,000	\$ 1,200,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
68.818 - Brownfields Assessment and Cleanup Cooperative Agreements	CERCLA: Sec. 104(k)(3)	40 CFR PART 31

Fiscal									
Site Name	DCN	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	K6B044	2006	E4	09K0AG7	402D79E	4114	G900OL00	-	800,000
-	K6B045	2006	E4	09K0AG7	402D79EBP	4114	G900OS00	-	200,000
									1,000,000

**FIRST AMENDMENT TO THE COUNTY OF HUMBOLDT
BROWNFIELDS CLEANUP REVOLVING LOAN FUND
LOAN AGREEMENT**

This Amendment, entered into this 12 day of Oct, 2016, is the First Amendment to the County of Humboldt Brownfields Cleanup Revolving Loan Fund Loan Agreement entered into on May 6, 2014 (the Agreement) between SAMOA PACIFIC GROUP LLC, acting through Dan Johnson, its duly authorized representative, hereinafter referred to as "Borrower", and the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter referred to as "Lender," collectively referred to as "parties," is made upon the following considerations:

WITNESSETH:

WHEREAS, on May 6, 2014, the parties entered into the County of Humboldt Brownfields Cleanup Revolving Loan Fund Loan Agreement in which Borrower received BCRLF Loan Funds from Lender in the amount of \$950,000, and executed a Promissory Note Secured by Deed of Trust in favor of Lender, in Exhibits 4 and 5; and

WHEREAS, Borrower desires to borrow additional BCRLF Loan Funds from Lender for the purpose of facilitating cleanup of the Project Site; and

WHEREAS, Lender desires to lend additional BCRLF Loan Funds to Borrower in the amount of \$370,000 for the purpose of facilitating cleanup of the Project Site; and

WHEREAS, cleanup of the Project Site shall be in accordance with the specifications described in Revised Lead Removal Action Workplan, Winzler and Kelly 2009 and Addendum to the Revised Removal Action Work Plan, Freshwater Environmental Services 2012; and

WHEREAS, the Property is not listed, or proposed for listing on the National Priorities List of the U.S. Environmental Protection Agency (EPA); and

WHEREAS, the Borrower is not a generator or transporter of the contamination at the Project Site; and

WHEREAS, the Borrower is not and has never been subject to any penalties resulting from environmental non-compliance at or on the Project Site nor is the Borrower, or its Project contractors or subcontractors currently suspended, debarred, or otherwise declared ineligible for participation in this federal program or from the receipt of these funds; and

WHEREAS, the Borrower acquired the property after the time of disposal or placement of hazardous substances and has not caused, contributed to, permitted, or exacerbated the release of a hazardous substance on, or emanating from the Project Site; and

WHEREAS, the parties now desire to amend certain provisions of the County of Humboldt Brownfields Cleanup Revolving Loan Fund Loan Agreement to increase the maximum amount of BCRLF Loan Funds loaned by Lender to Borrower for cleanup of the Project Site.

NOW, THEREFORE, the parties mutually agree as follows:

- 1) Section 8 is hereby amended by replacing the current language of that Section in its entirety with the following:

Subject to the terms and conditions set forth herein, Lender agrees to loan to Borrower an amount not to exceed \$1,320,000 to be used for cleanup of the Project Site. Borrower

previously evidenced its obligation to repay the Loan Funds initially received by executing a Promissory Note in the amount of \$950,000, in Exhibit 6 Borrower shall evidence its obligation to repay additional \$370,000 loaned by execution of a Promissory Note, attached hereto as Exhibit 7 and made a part hereof. Said Promissory Note shall be secured by a Deed of Trust ("Deed of Trust") in a form substantially similar to that set forth in Exhibit 7 attached hereto.

- 2) The Agreement is hereby amended to delete Exhibit 3 – Project Documents ("Exhibit 3"), and replace it in its entirety with a modified version of Exhibit 3 which is attached hereto and incorporated herein by reference. The modified version of Exhibit 3 attached hereto shall supersede any prior versions thereof, as of the effective date of this First Amendment.
- 3) Except as modified herein, the County of Humboldt Brownfields Cleanup Revolving Loan Fund Loan Agreement dated May 6, 2014, shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the original County of Humboldt Brownfields Cleanup Revolving Loan Fund Loan Agreement, the provisions of this First Amendment shall govern.

[Signatures on Following Page]

IN WITNESS HEREOF, the parties have entered into this First Amendment as of the date set forth above.

WITNESS:

Tina M. Uhl
Signature of Witness

Tina M. Uhl
Printed Name of Witness

BORROWER:

SAMOA PACIFIC LLC.

BY: Daniel J. Johnson

BY: Lendert DeVries
Member, Samoa Pacific LLC.

WITNESS:

Ana Hartwell
Signature of Witness

Ana Hartwell
Printed Name of Witness

LENDER:

COUNTY OF HUMBOLDT

BY: Mark Lovelace
Chairman, Humboldt County
Board of Supervisors

IN WITNESS HEREOF, the parties have entered into this First Amendment as of the date set forth above.

WITNESS:



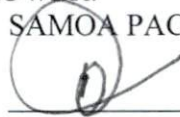
Signature of Witness

McKenzie Dibble

Printed Name of Witness

BORROWER:

SAMOA PACIFIC LLC.

BY: 

Daniel J. Johnson

BY: _____
Lendert DeVries
Member, Samoa Pacific LLC.

WITNESS:




Signature of Witness

Ana Hartwell

Printed Name of Witness

LENDER:

COUNTY OF HUMBOLDT

BY: 

Mark Lovelace
Chairman, Humboldt County
Board of Supervisors

EXHIBIT 3

PROJECT DOCUMENTS

Approved Cleanup Action Documents, Attached:

Revised Lead Removal Action Work Plan, Winzler and Kelly 2009 and;
Addendum to the Revised Removal Action Work Plan, Freshwater Environmental Services 2012.

Scope of Work:

This project will assist in the remediation of lead in and around 99 existing homes and associated structures in the Town of Samoa, CA. See Exhibit 2 project site. Danco Builders' scope of work includes but is not limited to: Removal of lead from soil surrounding homes, prevention of lead leaching into local waterways and groundwater, remediation of lead from structures on lots in the town of Samoa while following all applicable rules and regulations. All lead abatement on structures will be conducted in accordance with EPA's Lead Renovation, Repair and Painting Rule (RRP Rule). See Freshwater Environmental Services' Lead Remediation Action Plan prepared on Jan 21, 2013 for more specific information. Because of the unpredictable nature of this project, unforeseen work may need to be done, such as demo, rot repair, or any other work that the remediation process may uncover.

Schedule of Work:

The schedule of work for this project will be as follows: work will commence within 7 days of the executed loan agreement between Borrower and Lender. Work will conclude by June 2018. The schedule of work may be changed by written agreement between Lender and Borrower.

Project Budget:

Given the uncertainties involved in working on historic structures, work will be conducted on a time and materials basis by the contractor.

The Lender will supply a maximum of \$1,320,000 in loan funds.

The Borrower will provide a minimum of \$264,000 in project cost share.

EXHIBIT 6

Promissory Note

PROMISSORY NOTE

Arcaata,
Humboldt, California

October 12, 2014

1. For value received, the undersigned, *Samoa Pacific Group LLC* ("Borrower"), promises to pay to the order of County of Humboldt, a duly organized political subdivision of the State of California ("Lender"), the principal sum of, *three-hundred and seventy thousand dollars (\$370,000)*, or the aggregate unpaid principal amount of all Advances made by Lender to the undersigned from time to time and remaining outstanding on the Maturity Date, whichever is less, together with interest on any principal amounts remaining unpaid from time to time from the date of this Note until payment in full, to be calculated as set forth below.
2. All capitalized terms used in this Note, unless otherwise defined, will have the respective meanings specified in the Brownfields Cleanup Revolving Loan Fund Agreement dated as of the same date as this Note entered into between Borrower and Lender ("Loan Agreement"). In addition, as used in this Note, the following terms will have the following meanings:

Advance will mean a disbursement of Funds by Lender.

Business Day means any day other than Saturday, Sunday, or public holiday or the equivalent for banks generally under the laws of California. Whenever any payment to be made under this Note is stated to be due on a day other than a Business Day, that payment may be made on the next succeeding Business Day, and the extension of time will in that case be included in the computation of payment of interest. However, if the extension would cause the payment to be made in a new calendar month, that payment will be made on the next preceding Business Day, and interest will be payable for the shorter period.

Default Rate will mean a rate of interest per annum equal to ten percent (5%).

Maturity Date means *March 31, 2019*, or any earlier date on which the indebtedness evidenced by this Note is due pursuant to the terms of any of the Loan Documents.

3. Each Advance will bear interest on the unpaid principal amount from the date on which the Advance is funded until repaid at 0% per annum. The entire balance of principal and accrued interest will be due on the Maturity Date. All payments will be applied first to payment of any costs, fees, late charges, or other charges due under this Note or under any of the other Loan Documents, then to accrued interest, and then to the principal balance. Interest will be computed on the basis of a 360-day year and the actual number of days elapsed.
4. Both principal and interest are payable in lawful money of the United States of America at 520 E Street Eureka CA, 95501, or at any place the legal holders of this Note may, from time to time, in writing designate.
5. Any amount of principal or interest that is not paid when due (whether at stated maturity, by acceleration, or otherwise) will bear interest from the date on which that amount is due until the amount is paid in full, payable on demand, at the Default Rate in effect from time to time. The undersigned acknowledges that, during the time that any amount is in default, Lender will incur losses that are impracticable, costly, and inconvenient to ascertain. The undersigned agrees that the interest represents a reasonable sum considering all of the circumstances existing on the date of the execution

of this Note and represents a reasonable estimate of the losses Lender will incur by reason of late payment. The undersigned further agrees that proof of actual losses would be costly, inconvenient, impracticable, and extremely difficult to fix. Acceptance of the interest will not constitute a waiver of the default with respect to the overdue amount and will not prevent Lender from exercising any of the other rights and remedies available under this Note.

6. If due to either: (a) the introduction of any change (including, without limitation, any change by way of imposition) in any law or regulation or in the interpretation of them, or (b) the compliance by Lender with any guideline or request from any central bank or other governmental authority, there will be any increase in the cost to Lender of agreeing to make or making, funding, or maintaining the advances contemplated under this Note or under the Deed of Trust, then the undersigned will from time to time, on demand by Lender, pay to Lender additional amounts sufficient to reimburse Lender for the increased cost. A certificate as to the amount of the increased cost, submitted to the undersigned by Lender, will be conclusive.
7. Lender may transfer this Note and deliver to the transferee all or any part of the Property then held by it as security under this Note, and the transferee will then become vested with all the powers and rights given to Lender; and Lender will then be forever relieved from any liability or responsibility in the matter, but Lender will retain all rights and powers given by this Note with respect to property not transferred.
8. The principal amount of the indebtedness evidenced by this Note may, at the option of the Borrower, be prepaid in whole or in part with accrued interest to the date of the prepayment on the amount prepaid, without penalty or premium. Lender will apply all the prepayments first to the payment of any costs, fees, late charges, or other charges due under this Note or under any of the other Loan Documents, then to accrued interest, and then to the principal balance.
9. Time is of the essence. It will be a default under this Note if Borrower fails to pay when due any sum payable under this Note. On the occurrence of a default under this Note or on the occurrence of any event of default under any of such Loan Documents, which shall include the Loan Agreement, this Note and the Deed of Trust, or on the occurrence of any other event that under the terms of Loan Documents give rise to the right to accelerate the balance of the indebtedness, then, at the option of Lender, this Note or any notes or other instruments that may be taken in renewal or extension of all or any part of the indebtedness will immediately become due without any further presentment, demand, protest, or notice of any kind, and after that, interest at the Default Rate on the outstanding principal balance under this Note will continue to accrue. Borrower agrees that this Note will be deemed to have been made under and will be governed by the laws of California in all respects, including matters of construction, validity, and performance, and that none of its terms or provisions may be waived, altered, modified, or amended except as Lender may consent to in a writing duly signed by Lender or its authorized agents.
10. This Note is secured by a Deed of Trust of the same date as this Note ("Deed of Trust") executed by the undersigned, as trustor, in favor of Humboldt Land Title Company, as trustee, for the benefit of Lender, as beneficiary. This Note is the Note referred to in the Deed of Trust, and incorporates the terms and conditions set forth in the Deed of Trust and Loan Agreement that contain, among other things, provisions for acceleration of the maturity of this Note upon: (1) any transfer of an interest in the Property secured by the Deed of Trust, (2) any transfer of more than 50% ownership interest in Borrower in the event Borrower is an entity, or (3) on the happening of other stated events.
11. All agreements between Borrower and Lender are expressly limited so that in no event will the amount paid or agreed to be paid to Lender for the use, forbearance, or detention of the money to be advanced under this Note exceed the highest lawful rate permissible under applicable law. If, from any circumstance, fulfillment of any provision of this Note or the Deed of Trust, at the time performance of the provision is due, is prohibited by law, then the obligation to be fulfilled will be reduced to the maximum rate not so prohibited, and if from any circumstance Lender should ever receive as interest under this Note an amount that would exceed the highest lawful rate, the amount that would be

excessive interest will be applied to the reduction of the principal of this Note and not to the payment of interest. This provision will control every other provision of all agreements between Borrower and Lender with respect to the Loan.

12. The undersigned agrees to pay all costs including, without limitation, attorneys' fees, incurred by the holder of this Note in enforcing payment, whether or not suit is filed, and including, without limitation, all costs, attorneys' fees, and expenses incurred by the holder of this Note in connection with any bankruptcy, reorganization, arrangement, or other similar proceedings involving the undersigned that in any way affects the exercise by the holder of this Note of its rights and remedies under this Note. All costs incurred by the holder of this Note in any action undertaken to obtain relief from the stay of bankruptcy statutes are specifically included in those costs and expenses to be paid by the undersigned. Borrower will pay to Lender all attorneys' fees and other costs referred to in this Paragraph 12 on demand, together with interest from the date of the demand at the Default Rate until paid.
13. No delay or omission of Lender in exercising any right or power arising in connection with any default will be construed as a waiver or as acquiescence, nor will any single or partial exercise preclude any further exercise. Lender may waive any of the conditions in this Note and no waiver will be deemed to be a waiver of Lender's rights under this Note, but rather will be deemed to have been made in pursuance of this Note and not in modification. No waiver of any default will be construed to be a waiver of or acquiescence in or consent to any preceding or subsequent default.
14. If any one or more of the provisions in this Note is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired. This Note will be binding on and inure to the benefit of Borrower, Lender, and their respective successors and assigns.

BORROWER:

[signature, name and capacity of borrower]

By:  _____

Name: Daniel J. Johnson

Its: Member

By: _____

Name: Leendert DeVries

Its: _____

excessive interest will be applied to the reduction of the principal of this Note and not to the payment of interest. This provision will control every other provision of all agreements between Borrower and Lender with respect to the Loan.

12. The undersigned agrees to pay all costs including, without limitation, attorneys' fees, incurred by the holder of this Note in enforcing payment, whether or not suit is filed, and including, without limitation, all costs, attorneys' fees, and expenses incurred by the holder of this Note in connection with any bankruptcy, reorganization, arrangement, or other similar proceedings involving the undersigned that in any way affects the exercise by the holder of this Note of its rights and remedies under this Note. All costs incurred by the holder of this Note in any action undertaken to obtain relief from the stay of bankruptcy statutes are specifically included in those costs and expenses to be paid by the undersigned. Borrower will pay to Lender all attorneys' fees and other costs referred to in this Paragraph 12 on demand, together with interest from the date of the demand at the Default Rate until paid.
13. No delay or omission of Lender in exercising any right or power arising in connection with any default will be construed as a waiver or as acquiescence, nor will any single or partial exercise preclude any further exercise. Lender may waive any of the conditions in this Note and no waiver will be deemed to be a waiver of Lender's rights under this Note, but rather will be deemed to have been made in pursuance of this Note and not in modification. No waiver of any default will be construed to be a waiver of or acquiescence in or consent to any preceding or subsequent default.
14. If any one or more of the provisions in this Note is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired. This Note will be binding on and inure to the benefit of Borrower, Lender, and their respective successors and assigns.

BORROWER:

[signature, name and capacity of borrower]

By: _____

Name: Daniel J. Johnson

Its: _____

By: _____

Name: Leendert DeVries

Its: Member/Samoa Pacific, LLC

EXHIBIT 7

Deed of Trust

SHORT FORM DEED OF TRUST

This DEED OF TRUST, dated October 12, 2016, between Samoa Pacific Group LLC, herein called TRUSTOR, whose address is 5251 Ericson Way #A, Arcata, CA95521, and Fidelity National Title Company, a California corporation, herein called TRUSTEE, and the County of Humboldt, a duly organized political subdivision of the State of California, herein called BENEFICIARY.

WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in trust, with Power of Sale, that real property in the State of California, County of Humboldt, Unincorporated Area of Samoa, described as:

SEE EXHIBIT "A" ATTACHED HERETO

TOGETHER with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING:

1. Payment of the indebtedness evidenced by one promissory note of even date herewith executed by Trustor in favor of Beneficiary or order in the principal sum of \$370,000 and any additional sums and interest thereon hereafter loaned by Beneficiary to the then record owner of said property which loans are evidenced by a promissory note or notes.
2. Performance of each agreement of Trustor contained herein or incorporated by reference, including the terms set forth in that certain agreement entitled, "The County of Humboldt Brownfields Cleanup Revolving Loan Fund Loan Agreement executed by Trustor and Beneficiary and dated May 16, 2014, 2011.

A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, and with respect to the real property above described, Trustor expressly makes each and all the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in 1 to 5 inclusive of Subdivision A of that certain fictitious Deed of Trust recorded January 29, 1991, under Recorder's Serial No. 1991-2016-2, of Official Records, Humboldt County Records, recorded February 15, 1991, in Book 1888, Page 77 of Official Records, under Recorder's Serial No. 2745, Mendocino County Records, recorded January 31, 1991, under Recorder's Serial No. 0394, of Official Records, Trinity County Records, and recorded January 31, 1991, under Recorder's Serial No. 910528, of Official Records, Del Norte County Records, which Subdivision A is and said agreements, terms and provisions are by this reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein.

B. IT IS MUTUALLY AGREED that each and all of the terms and provisions set forth in paragraphs 1 to 9 inclusive of Subdivision B of said fictitious Deed of Trust recorded January 29, 1991, under Recorder's Serial No. 1991-2016-2, of Official Records, Humboldt County Records, recorded February 15, 1991, in Book 1888, Page 77 of Official Records, under Recorder's Serial No. 2745, Mendocino County Records, recorded January 31, 1991, under Recorder's Serial No. 0394, of Official Records, Trinity County Records, and recorded January 31, 1991, under Recorder's Serial No. 910528, of Official Records, Del Norte County Records, which Subdivision B is, by this reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and said Subdivision B and each and all of the terms and provisions thereof shall inure to and bind the parties hereto.

C. THE UNDERSIGNED TRUSTOR requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

D. IN THE EVENT any interest in the property described in Exhibit A is transferred, or more than a 50% ownership interest in Trustor is transferred in the event Trustor is an entity, all principal and interest, and any other amounts due under the terms of the Promissory Note secured by this Deed of Trust, shall become immediately due and payable.



Signature of Trustor

Signature of Trustor

STATE OF CALIFORNIA
COUNTY OF HUMBOLDT

)
)
)

On _____, before me, _____, a Notary Public in and for said state, 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

ACKNOWLEDGMENT

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)

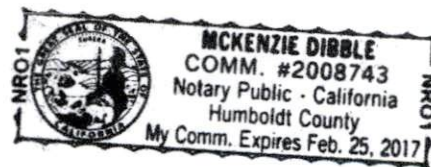
On Oct 14, 2016 before me, McKenzie Dibble, Notary Public
(insert name and title of the officer)

personally appeared Daniel J. Johnson,
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.

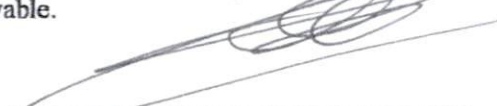
WITNESS my hand and official seal.

Signature  (Seal)



D. IN THE EVENT any interest in the property described in Exhibit A is transferred, or more than a 50% ownership interest in Trustor is transferred in the event Trustor is an entity, all principal and interest, and any other amounts due under the terms of the Promissory Note secured by this Deed of Trust, shall become immediately due and payable.

Signature of Trustor



Signature of Trustor

STATE OF CALIFORNIA
COUNTY OF HUMBOLDT

)
)
)

On _____, before me, _____, a Notary Public in and for said state, 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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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)

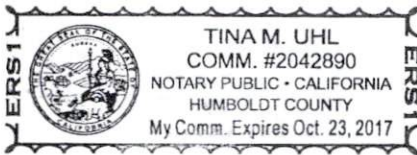
On October 19, 2016 before me, Tina M. Uhl, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Leendert Dirk DeVries
Name(s) of Signer(s)

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 Tina M. Uhl
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Short Form Deed of Trust Document Date: 10-12-16
Number of Pages: 6 Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)

Signer's Name: Leendert Dirk DeVries
 Corporate Officer — Title(s): CEO
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid.

TO:

TRUSTEE: Dated _____, 20__

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, upon payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidence of indebtedness, secured by said Deed of Trust, delivered to you herewith together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

MAIL RECONVEYANCE TO:

DO NOT LOSE OR DESTROY THE DEED OF TRUST AND NOTE WHICH IT SECURES.
BOTH MUST BE DELIVERED TO THE TRUSTEE FOR CANCELLATION BEFORE
RECONVEYANCE WILL BE MADE.

ATTACHMENT A

DESCRIPTION

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

PARCEL ONE:

BEGINNING at a point that bears North 45 degrees 57 minutes 48 seconds East, 3408.99 feet from the Southwest corner of Section 16, Township 5 North, Range 1 West, Humboldt Meridian, as said corner is shown on that Record of Survey for Simpson Timber Company, filed in Book 59 of Surveys, Pages 50 and 51, Humboldt County Records;

thence North 46 degrees 17 minutes 15 seconds West, 371.41 feet;

thence North 19 degrees 18 minutes 50 seconds West, 296.76 feet;

thence North 33 degrees 49 minutes 35 seconds East, 178.39 feet;

thence North 19 degrees 34 minutes 00 seconds West, 508.75 feet;

thence North 09 degrees 47 minutes 30 seconds West, 251.24 feet to the Southwesterly terminus of Course Number

(29) of that parcel of land conveyed to the County of Humboldt by Deed recorded October 13, 1972 in Book 1160 of Official Records, Page 623;

thence Northeasterly and Easterly along the Southeasterly line of said parcel conveyed to the County of Humboldt, the following Courses of said Deed:

(29) North 51 degrees 51 minutes 32 seconds East (record bearing= North 50 degrees 28 minutes 49 seconds East) 98.21 feet to the beginning of a curve concave to the Southeast, having a radius of 2710 feet, to which a radial line of said curve bears North 45 degrees 54 minutes 09 seconds West;

(28) thence Northeasterly along said curve, through an angle of 8 degrees 11 minutes 06 seconds, for distance of 387.14 feet to a point that bears South 37 degrees 43 minutes 03 seconds East (record bearing = South 39 degrees 05 minutes 46 seconds East) 90.00 feet from Engineer's Station 389+00 P.O.C.;

(27) thence North 61 degrees 41 minutes 15 seconds East (record bearing= North 60 degrees 18 minutes 12 seconds East) 146.00 feet;

(26) thence North 51 degrees 59 minutes 54 seconds East (record bearing= North 50 degrees 37 minutes 11 seconds East) 242.50 feet to the beginning of a curve concave to the Southeast, having a radius of 2715 feet, to which a radial line of said curve bears North 29 degrees 31 minutes 57 seconds West;

(25) thence Northeasterly along said curve, through an angle of 6 degrees 08 minutes 20 seconds, for a distance of 290.90 feet;

(24) North 76 degrees 26 minutes 44 seconds East (record bearing= North 75 degrees 04 minutes 01 seconds East) 97.85 feet to the beginning of a curve concave to the South, having a radius of 2700 feet, to which a radial line of said curve bears North 21 degrees 20 minutes 50 seconds West;

(23) thence Northeasterly along said curve, through an angle of 6 degrees 08 minutes 20 seconds, for distance of 289.29 feet to a point that bears South 15 degrees 12 minutes 30 seconds East (record bearing= South 16 degrees 35 minutes 13 seconds East) 100.00 feet from Engineer's Station 378+00 P.O.C.;

(22) thence North 84 degrees 13 minutes 34 seconds East (record bearing= North 82 degrees 50 minutes 51 seconds East) 191.17 feet, more or less, to the West boundary of that parcel of land conveyed to Peninsula Union School District of Humboldt County, by Deed recorded February 24, 1961 in Book 624 of Official Records, Page 377;

thence South 01 degree 21 minutes 39 seconds West (record bearing South 00 degrees 50 minutes West), along said West boundary, 510.41 feet to the Southwest corner of said parcel;

thence North 70 degrees 02 minutes 34 seconds East (record bearing North 69 degrees 30 minutes 55 seconds East), along the Southerly boundary of said parcel, 384.59 feet to an angle point therein;

thence South 31 degrees 17 minutes 21 seconds East (record bearing South 31 degrees 49 minutes East), along the Southerly boundary of said parcel, 289.00 feet to an angle point therein, being on the Northwesterly line of the County Road, as described in said Deed;

thence North 61 degrees 18 minutes 39 seconds East (record bearing North 60 degrees 47 minutes East), along said Northwesterly line of the County Road, 287.00 feet to the Southeast corner of said parcel;

thence South 55 degrees 11 minutes 50 seconds East, 147.10 feet to a point that bears North 47 degrees 19 minutes 18 seconds East, 5913.81 feet from said Southwest corner of Section 16;

thence South 03 degrees 37 minutes 30 seconds East, 258.76 feet;

thence South 20 degrees 34 minutes 40 seconds East, 164.70 feet;

thence South 53 degrees 32 minutes 25 seconds West, 88.41 feet;

thence South 36 degrees 57 minutes 10 seconds West, 106.59 feet;

thence South 79 degrees 56 minutes 05 seconds West, 118.26 feet;

PARCEL ONE Continued ...

thence North 54 degrees 44 minutes 45 seconds West, 275.10 feet;
thence North 86 degrees 56 minutes 15 seconds West, 105.44 feet;
thence South 57 degrees 35 minutes 35 seconds West, 197.85 feet to the Southeasterly line of that parcel of land conveyed to Northwestern Pacific Railroad Co. by Deed recorded June 20, 1911 in Book 116 of Deeds, Page 9;
thence North 50 degrees 41 minutes 45 seconds West, 30.00 feet to the Northwesterly line of said parcel;
thence South 39 degrees 18 minutes 15 seconds West along the Northwesterly line of said parcel and the Northwesterly line of that parcel of land conveyed to Northwestern Pacific Railroad Company by deed recorded February 2, 1925 in Book 171 of Deeds, Page 186, 920.65 feet to the beginning of a curve concave to the Southeast, having a radius of 1652.09 feet;
thence Southerly along said curve, being the Northwesterly line of said parcel conveyed to Northwestern Pacific Railroad, through an angle of 4 degrees 21 minutes 28 seconds for a distance of 125.65 feet to a point that is on the Westerly prolongation of the Southerly line of Lot Three (3) in Block Six (6) as shown on the Amended Map of Samoa or West Eureka, filed in Book 5 of Maps, Page 74, Humboldt County Records;
thence South 63 degrees 14 minutes 51 seconds East along said line, 52.99 feet;
thence South 23 degrees 19 minutes 25 seconds West, 110.20 feet to the Northerly line of Lot Twenty (20) in Block Five (5) as shown on said Map;
thence North 63 degrees 14 minutes 51 seconds West, along said line and the prolongation thereof, 71.68 feet to the Northwesterly line of said parcel conveyed to Northwestern Pacific Railroad, being a point on said curve having a radius of 1652.09 feet, to which point a radial line of said curve bears North 58 degrees 53 minutes 31 seconds West;
thence continuing Southerly along said curve through an angle of 4 degrees 13 minutes 00 seconds for a distance of 121.59 feet to the end of said curve;
thence continuing along the Northwesterly line of said parcel conveyed to Northwestern Pacific Railroad, South 26 degrees 53 minutes 28 seconds West 303.53 feet more or less to a point that bears South 63 degrees 14 minutes 51 seconds East from the Northeast corner of Lot Thirty-Eight (38) in Block Twelve (12) as shown on the Amended Map of Samoa or West Eureka, filed in Book 5 of Maps, Page 74, Humboldt County Records;
thence North 63 degrees 14 minutes 51 seconds West, 12.44 feet to said Northeast corner;
thence North 63 degrees 14 minutes 51 seconds West, along the Northerly line of said Lot 38, 110.00 feet to the Northwest corner thereof;
thence North 64 degrees 58 minutes 20 seconds West, 192.60 feet to the point of beginning.

EXCEPTING therefrom that portion lying within that parcel of land conveyed to Northwestern Pacific Railroad Co. by Deed recorded June 20, 1911 in Book 116 of Deeds, Page 9, and that parcel of land conveyed to Northwestern Pacific Railroad Company, by Deed recorded February 2, 1925 in Book 171 of Deeds, Page 186.

ALSO EXCEPTING therefrom the following lots shown on the Amended Map of Samoa or West Eureka, filed in Book 5 of Maps, Page 74, Humboldt County Records:

Lots 21, 22, 23, 24, 25, 26, 27, and 28 in Block 12;
Lots 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, and 40 in Block II;
Lots 28, 29, 30, 31, 32, 33, 34, 38, 39, and 40 in Block 10;
Lots 5, 6, 7, 8, 9, 12, 13, 14, 15, 16, and 17 in Block 7;
Lots 1, 2, 26, and 27 in Block 8;
Lot 35 in Block 25.

ALSO EXCEPTING therefrom that parcel conveyed to Samoa School District No. 85 by Deed recorded May 16, 1905 in Book 92 of Deeds, Page 361, Humboldt County Records, described as follows:

BEGINNING at the intersection of the East line of Murray Avenue and the North line of Hiller Street as shown on the Official Map of the Town of Samoa, County of Humboldt, State of California, as filed in the Office of the County Recorder of said Humboldt County, in Book 5 of Maps, Page 74, and marked on the ground by a two-inch iron pipe set four-feet in the ground;

thence North 25 degrees East, 100 feet to stake for corner;
thence South 65 degrees East, 110 feet to an iron pipe for corner;
thence South 25 degrees West, 100 feet to an iron pipe for corner;
thence North 65 degrees West 110 feet along the North line of Hiller Street to the place of beginning.

PARCEL TWO:

Those portions of the West Half of Section 16 and the fractional Southeast Quarter of Section 17, Township 5 North, Range 1 West, Humboldt Meridian, according to the Official Plat of the United States Government Survey, lying Westerly of the West line of that parcel of land conveyed by Georgia Pacific Corporation to the County of Humboldt by Deed dated January 28, 1971, recorded October 13, 1972 in Book 1160 of Official Records, Page 623, Humboldt County Records.

PARCEL THREE:

BEGINNING at a point that bears North 45 degrees 57 minutes 48 seconds East, 3408.99 feet from the Southwest corner of Section 16, Township 5 North, Range 1 West, Humboldt Meridian, as said corner is shown on that Record of Survey for Simpson Timber Company, filed in Book 59 of Surveys, Pages 50 and 51, Humboldt County Records;

thence South 26 degrees 39 minutes 17 seconds West, 1247.00 feet;

thence North 50 degrees 40 minutes 35 seconds West, 127.67 feet;

thence North 14 degrees 12 minutes 40 seconds West, 406.62 feet;

thence North 24 degrees 08 minutes 35 seconds West, 990.28 feet to the Easterly line of that parcel of land

conveyed to the County of Humboldt by Deed recorded October 13, 1972 in Book 1160 of Official Records, Page 623;

thence North 26 degrees 24 minutes 49 seconds East (record bearing North 25 degrees 04 minutes 13 seconds East) along Course Number (31) of said Deed, 598.61 feet to the Northerly terminus thereof, said point being the beginning of curve concave to the East, having a radius of 2725.00 feet to which a radial line of said curve bears North 63 degrees 33 minutes 04 seconds West;

thence Easterly along said curve, being Course Number (30) of said Deed, through an angle of 15 degrees 36 minutes 08 seconds, for a distance of 742.04 feet to the most Westerly corner of that parcel of land conveyed to Samoa

Pacific Group, LLC, by Deed recorded December 13, 2000 as Instrument No. 2000-26370-11;

thence along the Southerly line of said parcel the following Courses:

South 09 degrees 47 minutes 30 seconds East, 251.24 feet;

South 19 degrees 34 minutes 00 seconds East, 508.75 feet;

South 33 degrees 49 minutes 35 seconds West, 178.39 feet;

South 19 degrees 18 minutes 50 seconds East, 296.76 feet;

South 46 degrees 17 minutes 15 seconds East, 371.41 feet to the point of beginning.

EXCEPTING therefrom the following lots shown on the Amended Map of Samoa or West Eureka, filed in Book 5 of Maps, Page 74, Humboldt County Records:

Lot 40 in Block 21;

Lots 21 and 22 in Block 22;

Lot 40 in Block 23;

Lots 21, 22, 23, 24, and 27 in Block 30;

Lot 22 in Block 39.