

# Restoration Plan

APN: 107-233-013



Prepared by



**GREEN  
ROAD**  
CONSULTING

1650 Central Ave, Suite C

Mckinleyville CA, 95519

707-630-5041

[www.greenroadconsulting.com](http://www.greenroadconsulting.com)

October 25, 2018

A handwritten signature in blue ink, appearing to read "Ty Robin Collins", written over a horizontal line.

Ty Robin Collins, P.E.

Seal



## 1. Introduction

The attached report is a restoration plan designed by Green Road Consulting (GRC) for parcel number 107-233-013. The purpose of this plan is to outline the cleanup of wastes and abatement of impacts to water resources on said parcel. Specifically, the plan outlines the cleanup and restoration actions needed to permanently address the violations identified in the notice issued by the county.

Information for the parcel and surrounding area was collected through site visits on November 15<sup>th</sup>, 2017 and August 22<sup>nd</sup> and 23<sup>rd</sup>, 2018 as well as through a variety of county, state, and private websites (USDA web soil survey, Google Earth, Humboldt County Web GIS). The site maps were created using ArcMap and CAD Civil 3D and surveyed with a 2 to 4- meter accuracy GPS unit to document areas of improvement.

This parcel was issued a Notice to Abate Nuisance on October 18<sup>th</sup>, 2017 for the following violations:

Violation Number	County Code Section	Description
1	331-14	Grading without Permits
2	331-28	Construction of building/structure in violation of Building, Plumbing and/or Electrical Codes
3	314-55.4	Violation of the Commercial Medical Marijuana Ordinance

### Site Description

*APN: 107-233-013*

*Acreage: 102.49*

*Legal description: SW1/4 SEC 27 T2S R1E*

*USGS 7.5' Quadrangle: Bull Creek*

*Humboldt County Zoning: TPZ*

*Site Coordinates: 40.2658, -124.0609*

*Land Owner: Gueorgui Mandelov*

The site is located off Panther Gap road in South-Western Humboldt County, and includes sections of ephemeral (Class III) watercourses flowing towards Dry Creek, and then to the Mattole River.

Overview map of the parcel boundaries as shown on the Humboldt County Web GIS:



Previously used for cannabis cultivation, the agricultural infrastructure on this site is to be dismantled until further notice and any associated residuals removed. As of September 2018, all of the sites on this parcel had been winterized with sediment control measures to weather the 2018-2019 wet season with minimal sediment delivery.

## 2. Restoration Measures

### Mitigate Disturbances

In order to rectify the violations specified above, all cannabis related nuisances will be discontinued, and all aspects of the parcel shall be brought into compliance with local and state regulations. All areas of bare soil and unstable fill shall be treated to reduce the risk of erosion and sediment delivery to water bodies on and near the parcel. Restoration measures requiring immediate action and locations of necessary sediment and erosion control measures are indicated on the attached map, with key points detailed below.

#### Key Points:

1. A graded flat beside the residence at Site A will have greenhouses removed, and potting soil hauled away. The surface of the flat, used primarily for parking for the residence, will be covered with 3/4-inch gravel to limit erosion. The downhill edge of the flat will have straw wattle installed to catch sediment and slow runoff. Any areas not rocked should be covered with straw and seeded for stabilization.
2. Two terraced flats at Site B will have all greenhouse structures dismantled and removed and potting soil removed from the site. The flats will be covered with straw and seeded for erosion

control. The road leading down to this flat from the main access road will have rolling dips installed to ensure adequate drainage.

3. The lowest fill slope below the terraced flats at Site B is composed of bare fill soil. The slope should be covered with straw and seeded, with three rows of straw wattle installed along the slope at eight-foot intervals.
4. The western flat at Site C is located on this parcel. It shall have any greenhouse structures dismantled and removed, and any potting soil removed from the site. The surface of the flat, as well as cut and fill slopes will be covered with straw and seeded for erosion control.
5. The graded flat at Site D will have any greenhouse structures removed. The surface of the flat will be covered with straw and seeded for erosion control.
6. The road above the flat at Site D is currently draining road runoff onto the flat, causing erosion on the flat and more severe scouring along the edge of the road/flat, causing sediment deposition below. The concentrated runoff will be dispersed via installation of road drainage features on the road above, to increase absorption by the forested region surrounding. At least six rolling dips should be installed on the road surface at the points indicated on the attached map, and an inboard ditch should be installed on the inside of the road for about 12-feet at the location indicated on the attached map, where the road makes a turn.

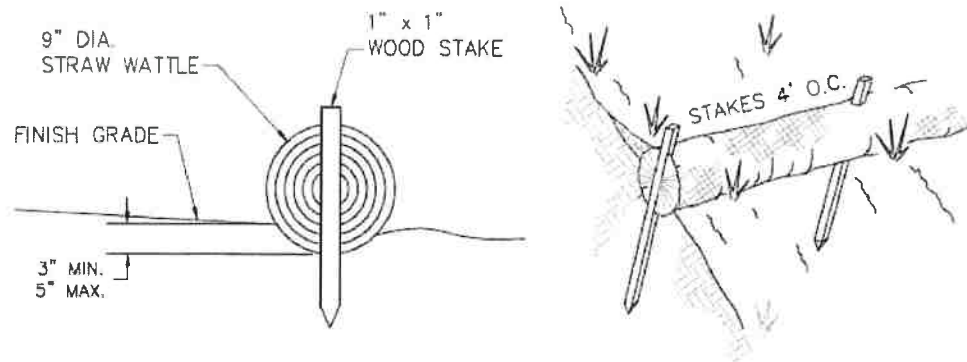
The earthworks required for returning these flats to natural contours would result in the release of more sediment through erosion than the current condition of the flats risk depositing in their present condition. Therefore, the reconstruction of these flats is not advised. Instead, once these flats are cleared of cultivation waste and structures, the cut slopes, flat, and fill slopes shall be coated with straw and seeded, as described below, to stabilize the surface and reduce the risk of future erosion. These flats shall be monitored according to the schedule below to guard against flat failure and erosion.

### **Erosion Control Guidelines**

Upon completion of structure removal, slope reconstruction, or incidental soil disturbance operations exposed soil areas within the work area shall be stabilized by applying mulch and seed. First, seed shall be spread via broadcast dispersal of local/native, non-invasive and weed free erosion control grass seeds (e.g. American Meadows Western Grass Seed or Lerner Seeds Golden State Native Grass Erosion Control Mix). Seeding shall be applied at a rate of 15-20 pounds per acre of bare soil. Locally native wildflower and/or shrub seeds may also be included in the seed mix. Following this, restored areas shall be mulched using two to four inches of weed-free clean straw or similar biodegradable mulch over the seeded area. Alternately, seeding may be covered with jute netting, coconut fiber blanket, or similar non-synthetic monofilament netting or erosion control blanketing.

Introduced plant seed or seedling species shall not include those identified in the California Invasive Pest Plant Council's database, available at: [www.cal-ipc.org/paf/](http://www.cal-ipc.org/paf/).

Steep slopes, such as areas identified as unstable fill, shall have straw wattles placed along the entire length of the fill at 10 foot increments. Wattle installation shall follow the best management practices indicated by the following diagram.



### Road Maintenance Guidelines

Roads on the property shall be inspected and maintained to ensure concentrated runoff and surface erosion are avoided. All access roads shall have drainage features installed in accordance with the recommendations in the following chart.

Soil Erodibility	Road gradient (%) and drainage feature spacing (feet)				
	0-3	4-6	7-9	10-12	>12
High	250	160	130	115	100
Low	400	300	250	200	160

*Based on Keller and Sherar, 2003*

All access roads on the property shall be maintained to the standards specified in the *Handbook for Forest, Ranch & Rural Roads*, prepared by Pacific Watershed Associates (2014).

There are no stream crossings on this site. Any stream crossings will be evaluated for stability and ability to pass a 100-year storm event. This work shall be conducted through the California Department of Fish and Wildlife Lake and Streambed Alteration (LSA) Agreement program (see permitting, below). Any required maintenance, installation, or replacement of stream crossing culverts or fords will be conducted after issuance of the complete agreement by CDFW. Instream work will not commence until this time.

### 3. Monitor and Maintain

Restoration work shall be completed in keeping with the timeline of goals detailed in section 5 below. Required work shall be carried out as described in the guidelines sections above. The goal of this work is to limit the impact of development features on this parcel on riparian health and impact on natural resources. These guidelines were designed based on Best Management Practices (BMPs) which were in turn selected to meet the standards set forth by various local, regional, and national regulations. Specifically, the minimum performance standards for this work are (1) to revegetate bare soil areas to 80% coverage through grass seeding and mulch cover and (2) to reduce concentrated runoff from developed surfaced by discontinuing channelized flow of storm water outside of natural stream channels.

### Monitoring guidelines

Monitoring will be carried out via visual inspection by the landowner once per season, with special care to monitor that heavy rains during the winter season to not degrade or otherwise undo restoration areas and the erosion control measures installed there. In addition to the four inspections per year, monitoring shall take place after major storm events to ensure the integrity of restoration areas.

Reseeded areas shall be inspected each season with re-seeding and re-mulching each spring until the goal of 80% vegetative cover is met. Road surfaces and the edges of graded flats shall be inspected for signs of scouring to ensure that channelized flow and sediment transport are absent from developed features.

## 4. Permitting

- A retroactive grading permit shall be obtained from Humboldt County for four (4) graded flats on the property. Grading plans will be prepared by a licensed engineer and include cross-sections of cut and fill slopes, erosion control measures, drainage plan, and a soils report, if applicable.

## 5. Timeline of Goals

Required Action	Completion Goal
Remove Cannabis infrastructure	November 2018
Treat bare soil and unstable fill	November 2018
Remedy detrimental road features	November 2018
Apply for retroactive Grading Permits	May 2018
Monitor/maintain erosion control measures	November 2018, then every 4 months



## RESTORATION PLAN

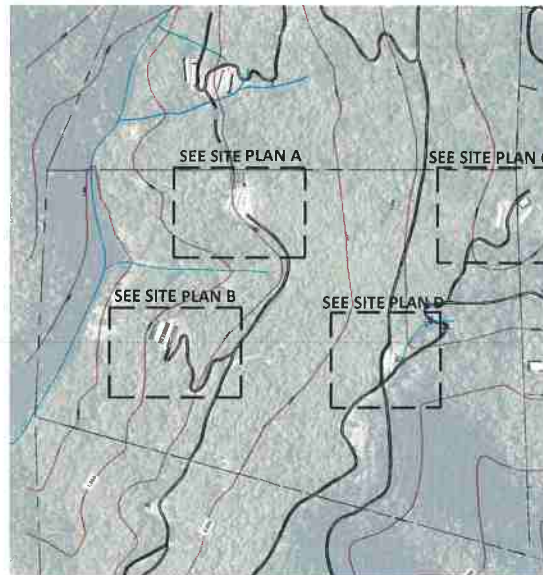
APN: 107-233-013

### VICINITY MAP

NOT TO SCALE



### AERIAL MAP



#### PROJECT DIRECTIONS

FROM: EUREKA, CA

- HEAD SOUTH ON US-101 (41.6 MI)
- TAKE EXIT 633 FOR CA-254 TOWARD SOUTH FORK/HONEYDEW (0.2 MI)
- MERGE ONTO BULL CREEK FLATS RD (.04 MI)
- CONTINUE ONTO LOWER BULL CREEK FLATS RD (1.1 MI)
- CONTINUE ONTO MATTOLE RD (6.4 MI)
- MATTOLE RD TURN RIGHT AND BECOME CUNEO RD (0.4 MI)
- TURN LEFT ONTO HUMBOLDT REDWOODS STATE PARK (246 FT)
- MAKE A U-TURN (246 FT)
- TURN RIGHT AT THE 1ST CROSS STREET ONTO MATTOLE RD (6.3 MI)
- TURN LEFT ONTO PANTHER GAP RD (0.9 MI)
- TURN RIGHT, DESTINATION AHEAD (0.2 MI)

#### TRAVEL TIME

APPROXIMATELY: 1H 28 MIN (59 MI)

#### PROJECT INFORMATION

LAT/LONG: 40.2711, -124.0543

APN: 107-233-013

APPLICANT: RESTORATION PLAN

PARCEL SIZE: 40± ACRES

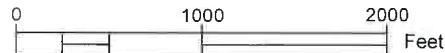
ZONING: TPZ CURRENT GENERAL PLAN;T

COASTAL ZONE: N

100 YEAR FLOOD: N

#### AGENT:

KAYLIE SAXON  
GREEN ROAD CONSULTING INC  
1650 CENTRAL AVE. SUITE C  
MCKINLEYVILLE, CA 95519  
707-630-5041



PROPERTY LINES AND BUILDING LOCATIONS  
ARE APPROXIMATE AND BASED ON AERIAL  
MAPS AND GPS DATA TAKEN IN THE FIELD.

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ROAD  
CONSULTING



#### PROJECT INFORMATION

PROPERTY OWNER  
GEORGII MANDELOV

ADDRESS  
APN: 107-233-013

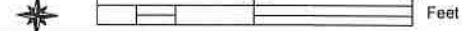
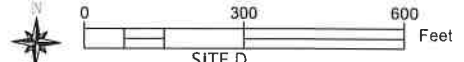
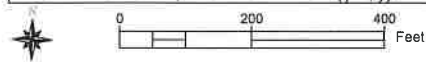
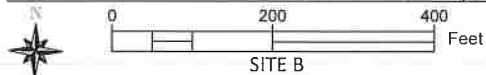
SHEET INFO  
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#### REVISIONS

NO.	NOTES	DATE

DATE: 12/2/19  
DRAFTER: BV  
SCALE: AS SHOWN

SHEET  
CP



WATER BARS  
EXISTING GRADED FLAT

- ① STABILIZE W/ STRAW & SEED
- ② STABILIZE W/ STRAW & SEED
- ③ INSTALL WATTLE AT 8-FT INCREMENTS (3 ROWS) ON LOWEST CUT SLOPE, STRAW & SEED
- ④ STABILIZE W STRAW & SEED
- ⑤ REMOVE SOIL AND STABILIZE W/ STRAW & SEED
- ⑥ INSTALL ROAD DRAINAGE

[illegible]

DATE	10/3/18
DRAFTER	OV
SCALE	AS SHOWN
SHEET	
RP	



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

This Compliance Agreement ("Agreement") entered into this day of January 26, 2018 by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Gueorgui Mandelov, as owner, beneficial owner, tenant or occupier of, or other person or entity who has allowed a violation to occur on the property described as Assessor's Parcel Number 107-233-013 located on Panther Gap Road in the Community of Honeydew, California ("Subject Property"), hereinafter referred to as "RESPONSIBLE PARTY," is made upon the following considerations:

**RECITALS:**

**WHEREAS**, on or about October 16, 2017, COUNTY, by and through the Humboldt County Planning and Building Department – Code Enforcement Unit ("Code Enforcement Unit") opened **Code Enforcement Case Number 17CEU-329** 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:

Construction without permits; and

Grading without permits; and

A violation of the Commercial Medical Marijuana Ordinance.

**WHEREAS**, on or about October 18, 2017, the Code Enforcement Unit served RESPONSIBLE PARTY with a Notice of Violation and Proposed Administrative Civil Penalty ("Notice of Violation") and a Notice to Abate Nuisance pertaining to the Violations that had occurred and/or existed on the Subject Property; and

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

**WHEREAS**, COUNTY has incurred Administrative Costs, as defined by Humboldt County Code Section 352-3(a), in the amount of **one hundred sixty dollars and forty-five cents (\$160.45)** as of the Effective Date of this Agreement; and

**WHEREAS**, RESPONSIBLE PARTY hereby acknowledges, for purposes of entering into this Compliance Agreement and settlement of claims and for no other reason, but reserving the right to contest referred to in Paragraph 2 (F) ("Stay of Appeal Rights") that the Violations set forth in the above-referenced Notice of Violation have occurred and/or exist on the Subject Property; and

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

WHEREAS, in exchange for RESPONSIBLE PARTY's promise to settle and resolve, as set forth herein, the Violations that occurred and/or existed on the Subject Property on or before October 19, 2017, COUNTY is willing to stay enforcement and collection of the above-referenced daily administrative civil penalty; and

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

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

WHEREAS, RESPONSIBLE PARTY acknowledges and agrees that this Agreement only applies to the daily administrative civil penalties imposed pursuant to the above-referenced Notice of Violation pertaining to the Violations that occurred and/or existed on the Subject Property on or before October 19, 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 19, 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 19, 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 19, 2017.

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

#### **AGREEMENT:**

##### **1. INCORPORATION OF RECITALS:**

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

##### **2. RIGHTS AND OBLIGATIONS OF RESPONSIBLE PARTY:**

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

###### **A. Monetary Settlement of Penalties and Costs.**

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

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

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

2. RESPONSIBLE PARTY shall pay the sum of **one hundred sixty dollars and forty-five cents (\$160.45)** within **7 days of the Effective Date of this Agreement**, in settlement of the above-referenced Administrative Costs incurred prior to the Effective Date of this Agreement.
3. RESPONSIBLE PARTY acknowledges and agrees that COUNTY will incur Administrative Costs subsequent to the Effective Date of this Agreement to administer this Agreement including but not limited to inspection and verification for compliance. Accordingly, RESPONSIBLE PARTY agrees to pay a **Not To Exceed** amount of **four thousand five hundred dollars (\$4,500)** within **twenty-one (21) calendar days** of receiving COUNTY's invoice for Administrative Costs COUNTY incurred subsequent to the Effective Date of this Agreement.
4. RESPONSIBLE PARTY shall be jointly and severally liable for all amounts listed in Section 2.A.

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

1. Apply for and obtain a demolition permit for all of the structures on the Property that have a nexus to marijuana cultivation. The structures, soil containers and soil must all be removed no later than three weeks after the Effective Date, including any necessary erosion control work. All of the solid waste generated by this cleanup must be disposed of in the proper manner and care must be taken to ensure that nutrients in the waste soil do not leach into a watercourse.
2. Submit a restoration plan, designed by a qualified professional, to remediate the graded areas within twelve weeks of the Effective Date. 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.
3. Submit a complete application for all of the permits, at a minimum of a grading permit, required to complete the restoration plan within eight weeks of the effective date. All work required by these permit(s) must be completed within one year of the issuance of the permit.

4. Immediately remove all commercial quantities of cannabis or cannabis products from the Property.
  5. All water infrastructures that supported cannabis cultivation, including spring-boxes, cisterns, water tanks or bladders, and water lines must be removed and properly disposed of no later than three weeks after the Effective Date.
- 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. **Stay of Appeal Rights.** RESPONSIBLE PARTY hereby stays, throughout the term of this Agreement, its right to pursue the Administrative Civil Penalty Appeal Hearing and/or Code Enforcement Appeal Hearing before a COUNTY appointed hearing officer in order to determine whether the Violations set forth in the above-referenced Notice of Violation and Notice to Abate Nuisance actually occurred and/or existed on the Subject Property and/or the reasonableness of the amount of the administrative civil penalty that was requested.
- G. **Effect of Noncompliance.** In the event that RESPONSIBLE PARTY fails to comply substantially with the terms and conditions of this Agreement, the above-referenced administrative civil penalty in the amount of **ten thousand dollars (\$10,000) per day** will continue to accrue until the ninety day period expires or the violations are abated, according to proof. At this point in time the administrative penalty, as well as any unpaid portion of the Administrative Costs incurred by COUNTY during the investigation of the Violations set forth in the above-referenced Notice of Violation will become immediately due and payable.

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

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

A. **Stay of Enforcement and Collection Actions.** COUNTY shall not take any enforcement or collection actions regarding the administrative civil penalty imposed pursuant to the above-referenced Notice of Violation. However, in the event RESPONSIBLE PARTY fails to abide by the terms of this Agreement, COUNTY shall be entitled to take any and all appropriate enforcement and/or collection actions pursuant to Chapters 1 and 2 of Division 5 of Title III of the Humboldt County Code.

B. **Release of Violations.** Upon RESPONSIBLE PARTY's completion of all the corrective actions required hereunder and payment of all amounts listed in Section 2.A. and all applicable permit and/or inspection fees, COUNTY shall dismiss the above-referenced Notice of Violation and Notice to Abate Nuisance and issue a Release of Notice of Violation and Proposed Administrative Civil Penalty and Release of Notice to Abate Nuisance to RESPONSIBLE PARTY.

4. **TERM:**

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

5. **TERMINATION:**

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

6. **NOTICES:**

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

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

RESPONSIBLE PARTY: Gueorgui Mandelov  
3398 The Alameda  
Concord, CA 94519

7. **CONFIDENTIAL INFORMATION:**

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



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

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

9. **INDEMNIFICATION:**

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

10. **INSURANCE REQUIREMENTS:**

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

11. **RELATIONSHIP OF PARTIES:**

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

12. **COMPLIANCE WITH APPLICABLE LAWS:**

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

13. **PROVISIONS REQUIRED BY LAW:**

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

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

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

**15. SEVERABILITY:**

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

**16. ASSIGNMENT:**

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

**17. AGREEMENT SHALL BIND SUCCESSORS:**

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

**18. WAIVER OF DEFAULT:**

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

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

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

**20. AMENDMENT:**

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

**21. JURISDICTION AND VENUE:**

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

**22. SUBCONTRACTS:**

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

**23. ATTORNEYS' FEES:**

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

**24. SURVIVAL:**

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

**25. CONFLICTING TERMS OR CONDITIONS:**

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

**26. INFORMED CONSENT:**

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

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

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

warranty not contained herein.

28. **INTERPRETATION:**

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

29. **INDEPENDENT CONSTRUCTION:**

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

30. **ENTIRE AGREEMENT:**

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

31. **AUTHORITY TO EXECUTE:**

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

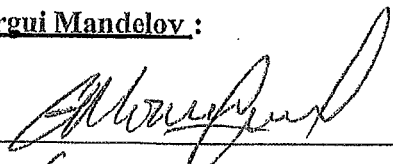
[Signatures on following page]

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

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

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

Gueorgui Mandelov :

By: 

Date: 1-26-18

Name: Gueorgui Mandelov

Title: owner

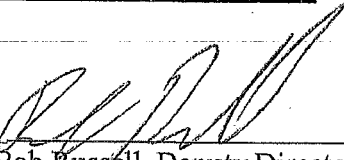
By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

COUNTY OF HUMBOLDT:

By: 

Date: 1/26/18

Bob Russell, Deputy Director  
Humboldt County Planning and Building Department



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

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

STATE OF CALIFORNIA

COUNTY OF HUMBOLDT)

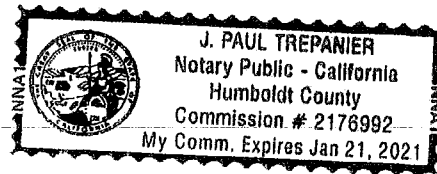
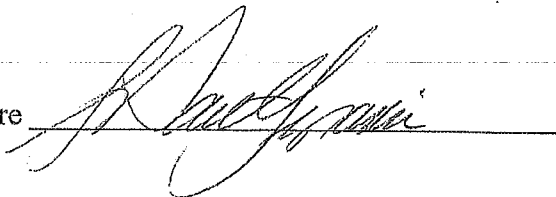
On January 26, 2018 before me, J. Paul Trepanier, a

Notary Public, personally appeared Georgios Manioulas, 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)