

**AGENDA
REGULAR MEETING OF THE BOARD OF COMMISSIONERS
HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT**

DATE: July 27, 2017
TIME: Executive Closed Session – 6:00 PM
Regular Session – 7:00 PM
PLACE: Woodley Island Marina Meeting Room

The Meeting Room is wheelchair accessible. Accommodations and access to Harbor District meetings for people with other handicaps must be requested of the Director of Administrative Services at 443-0801 at least 24 hours in advance of the meeting.

1. **Call to Order at 6:00 p.m.**
 - a. Move to Executive Closed Session pursuant to the provisions of the California Government Code Section 54956.8 (Conference with Real Property Negotiators) and Conference with Legal Counsel, Existing Litigation, pursuant to Government Code Section 54956.9:
 - 1) Conference with Real Property Negotiators
Agency Negotiator: Board President, Executive Director and District Counsel
Under Negotiation:
Security National Lease extension.
 - 2) Leo Sears v. Humboldt Bay Harbor, Recreation and Conservation District, Humboldt County Superior Court No. CV 150690.
2. **Adjourn Executive Closed Session**
3. **Call to Order Regular Session at 7:00 P.M. and Roll Call**
4. **Pledge of Allegiance**
5. **Report on Executive Closed Session**
6. **Public Comment**

Note: This portion of the Agenda allows the public to speak to the Board on the various issues not itemized on this Agenda. A member of the public may also request that a matter appearing on the Consent Calendar be pulled and discussed separately. Pursuant to the Brown Act, the Board may not take action on any item that does not appear on the Agenda. Each speaker is limited to speak for a period of three (3) minutes regarding each item on the Agenda. Each speaker is limited to speak for a period of three (3) minutes during the PUBLIC COMMENT portion of the Agenda regarding items of special interest to the public not appearing on the Agenda that are within the subject matter jurisdiction of the Board of Commissioners. The three (3) minute time limit may not be transferred to other speakers. The three (3) minute time limit for each speaker may be extended by the President of the Board of Commissioners or the Presiding Member of the Board of Commissioners at the regular meeting of the District. The three (3) minute time limit for each speaker may be enforced by the President of the Board of Commissioners or the Presiding Member of the Board of Commissioners at the regular meeting of the District.
7. **Consent Calendar**
 - a. Approval of meeting minutes for June 9, 2017.
 - b. Approval of meeting minutes for June 29, 2017.
8. **Communications and Reports**
 - a. Executive Director Report
 - b. Staff Reports
 - c. District Counsel, District Planner, District Engineer and District Treasurer Reports
 - d. Commissioner and Committee Reports
 - e. Other
9. **Non Agenda**

Agenda for July 27, 2017 Regular Board Meeting

10. Unfinished Business

- a. Consideration of extending Permit #14-04 to Sierra Pacific Industries for the Sierra Pacific dock maintenance dredging project.

11. New Business

- a. **Resolution No. 2017-09.** A resolution to enter into a contract and accept funds from the California Department of Fish and Wildlife for secretariat services for the Harbor Safety Committee of the Humboldt Bay area.
- b. **Resolution No. 2017-10.** A resolution declaring various items as surplus property and for the sale of surplus personal property belonging to the Humboldt Bay Harbor, Recreation and Conservation District.
- c. **Resolution No. 2017-11.** A resolution for establishing findings relative to the CEQA initial study/mitigated negative declaration for the Martin Slough Enhancement Project.
- d. **Consideration of** granting to the North Coast Regional Land Trust Permit 2017-02, for the Martin Slough Enhancement Project.
- e. **Consideration of** Cooperative Agreement with the Department of the Army for Humboldt Bay Spartina Eradication Project and acceptance of a grant award of \$269,000.
- f. **Consideration of** request by Sequoia X, LLC to extend its current lease dated October 28, 2105 for tideland lease located at Fairhaven for an additional 15 year term with two options to renew of 10 years each, pursuant to extension agreement to be prepared by District Counsel and approved and executed by the District Executive Director.
- g. **Authorization for** the Executive Director to purchase 1 or 2 vehicles with insurance proceeds.
- h. **Discussion of** Request for Proposal to lease RMTII boiler for a communications tower.
- i. **Discussion of** Request for Proposal to remove equipment from RMTII boiler building.

12. Administrative and Emergency Permits

13. Adjournment

**MINUTES
SPECIAL MEETING OF THE BOARD OF COMMISSIONERS
HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT**

June 9, 2017

The Humboldt Bay Harbor, Recreation, and Conservation District met in on the above date, 5:00 P.M. Open Session, at the Shelter Cove Resort Improvement District- Meeting Room, 9126 Shelter Cove Road, Whitethom, CA 95589.

1) OPEN SESSION – 5:00 P.M.

ROLL CALL:

PRESENT: HIGGINS
 MARKS
 KULLMANN
 DALE
 DOSS

ABSENT: NONE

QUORUM: Yes

2) PLEDGE OF ALLEGIANCE

3) PUBLIC COMMENT: The following individuals addressed the Commission regarding subject matters not on this meeting's agenda: None.

4) CONSENT CALENDAR: NONE

5) COMMUNICATIONS AND REPORTS:

a. Executive Director, Jack Crider Report:

- o Subtidal Pre-permitting leases and Exhibit A completed- need BMP's
- o Contract dredge extended the volume- All down to 43 ft.
- o Marina's dredging disposal options:
 - a) City's contract clamshell to HOODS. Waiting on procing and EPA's ACOE
 - b) Samoa Lagoons cleared, talking to dirt contractors to build berms
 - c) Danco site- 13+ acres, working on design and landowner approval
 - d) Elk River in-water site- 10+ acres, working on design and description
- o Coast Seafood, Coastal Commission denied the expansion and permit renewal
- o Coastal Commission toured of RMT II and CDI interim uses

b. Staff Reports

- o Director of Maintenance & Operations, Alan Bobillot:
 - a) Shelter Cove Number two tractor is back and running. Planning on getting a third tractor.
 - b) Fire alarm system at Marina now up to code
 - c) Relocated Coastguard Cutter to the end of A Dock.

c. District Counsel, District Planner, District Treasurer and District Engineer Reports

NONE

d. Commissioner and Committee Reports

- o Commissioners discussed their recent activities and meetings.

e. Other

- o Fishing Community Sustainability Plan- Laura Casali
 - a) Presented status and background of Sustainability Plan.

6) NON-AGENDA: NONE.

7) UNFINISHED BUSINESS:

A. CONSIDERATION OF FIRST AMENDMENT TO SOLAR ENERGY POWER PURCHASE AND SALE AGREEMENT WITH RENEWABLE ENERGY CAPITAL LLC.

- I. Executive Director Crider presented the item.
- II. COMMISSIONER HIGGINS MOVED TO APPROVE THE FIRST AMENDMENT TO SOLAR ENERGY POWER PURCHASE AND SALE AGREEMENT WITH RENEWABLE ENERGY CAPITAL LLC. COMMISSIONER DALE SECONDED THE MOTION.
- III. The Commission briefly discussed the item.
- IV. Chair Marks then opened up public comment on the item: No members of the public wished to comment on the item.

- V. Chair Marks then moved the discussion back to the Commission.
- VI. VOICE VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.
 - Ayes: MARKS, HIGGINS, KULLMANN, DOSS, DALE
 - Noes: NONE
 - Absent: NONE
 - Abstain: NONE

B. CONSIDERATION OF GRANT AGREEMENT WITH CALIFORNIA NATURAL RESOURCES AGENCY FOR \$200,000 FOR IMPLEMENTATION SUPPORT OF THE EUREKA LITTORAL CELL COASTAL REGIONAL SEDIMENT MANAGEMENT PLAN.

- I. COMMISSIONER HIGGINS MOVED TO APPROVE THE GRANT AGREEMENT WITH CALIFORNIA NATURAL RESOURCES AGENCY FOR \$200,000 FOR IMPLEMENTATION SUPPORT OF THE EUREKA LITTORAL CELL COASTAL REGIONAL SEDIMENT MANAGEMENT PLAN. COMMISSIONER KULLMANN SECONDED THE MOTION.
- II. Executive Director Crider presented the item.
- III. The Commission discussed the item.
- IV. Chair Marks then opened up public comment on the item: Public commenters included: No members of the public provided comment. Chair Marks then moved the discussion back to the Commission.
- V. VOICE VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.
 - Ayes: MARKS, HIGGINS, KULLMANN, DOSS, DALE
 - Noes: NONE
 - Absent: NONE
 - Abstain: NONE

8) NEW BUSINESS:

A. CONSIDERATION OF ACCEPTANCE OF MARTIN SLOUGH RESTORATION PERMIT 2017-02 FOR FILING.

- I. Executive Director Crider presented the item.
- II. COMMISSIONER DALE MOVED TO ACCEPT OF MARTIN SLOUGH RESTORATION PERMIT 2017-02 FOR FILING. COMMISSIONER HIGGINS SECONDED THE MOTION.
- III. The Commission discussed the item.
- IV. Chair Marks then opened up public comment on the item: No members of the public provided comment. Chair Marks then moved the discussion back to the Commission.
- V. VOICE VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.
 - Ayes: MARKS, HIGGINS, KULLMANN, DOSS, DALE
 - Noes: NONE
 - Absent: NONE
 - Abstain: NONE

B. CONSIDERATION OF MASTER CONSULTING AGREEMENT WITH ICF JONES & STOKES- ADAM WAGSCHAL

- I. Executive Director Crider introduced the item.
- II. COMMISSIONER DALE MOVED TO APPROVE THE MASTER CONSULTING AGREEMENT WITH ICF JONES & STOKES. COMMISSIONER KULLMANN SECONDED THE MOTION.
- III. The Commission discussed the item.
- IV. Chair Marks then opened up public comment on the item. Public commenters included: No members of the public provided comment. One member of the audience asked clarifying questions. Chair Marks then moved the discussion back to the Commission.
- V. VOICE VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.
 - Ayes: MARKS, HIGGINS, KULLMANN, DALE, DOSS
 - Noes: NONE
 - Absent: NONE
 - Abstain: NONE

C. CONSIDERATION OF PURCHASE OF: 1) TRAVELLIFT WIRE ROPE \$8,000. 2) DREDGE PIPE \$16,000. 3) REDWOOD ELECTRICAL (RED TANK DOCK) \$8,500.

- I. Executive Director Crider introduced the item.

- II. COMMISSIONER HIGGINS MOVED TO APPROVE THE PURCHASE OF: 1) TRAVELLIFT WIRE ROPE \$8,000 .2) DREDGE PIPE \$16,000. 3) REDWOOD ELECTRICAL (RED TANK DOCK) \$8,500. COMMISSIONER KULLMANN SECONDED THE MOTION.
- III. The Commission discussed the item.
- IV. Chair Marks then opened up public comment on the item: Public commenters included: No members of the public provided comment. Chair Marks then moved the discussion back to the Commission.
- V. ROLE CALL VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.
Ayes: MARKS, HIGGINS, KULLMANN, DALE, DOSS
Noes: NONE
Absent: NONE
Abstain: NONE

D. DISCUSSION - SHELTER COVE OPERATIONS AND PLANNED IMPROVEMENTS

- I. Executive Director Crider introduced the item.
- II. The Commission and audience discussed the item.
- III. As a discussion item, no action was taken by the Commission.

E. CONSIDERATION OF SHELTER COVE RATE CHANGES EFFECTIVE JULY 1, 2017

- I. Executive Director Crider introduced the item.
- II. The Commission and the audience discussed and commented on the item. Participants in the audience commented from their seat and did not state their names.
- I. COMMISSIONER DALE MOVED TO INCREASE BOAT STORAGE FEES TO \$50/MONTH, WAIVE COMMERCIAL FISHERMAN LANDING FEES OF .15/ LB ALL SPECIES AND REVISIT SAID FEES IN A YEAR. COMMISSIONER KULLMANN SECONDED THE MOTION.
- II. The Commission and audience further discussed the item. Participants in the audience commented from their seat and did not state their names.
- III. VOICE VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.
Ayes: MARKS, HIGGINS, KULLMANN, DOSS, DALE
Noes: NONE
Absent: NONE
Abstain: NONE

9) ADMINISTRATIVE AND EMERGENCY PERMITS:

A. ADMINISTRATIVE PERMIT A-2017-01 HOLLAND LEVEE REPAIR

- I. Executive Director Crider introduced the item.
- II. COMMISSIONER DALE MOVED APPROVE ADMINISTRATIVE PERMIT A-2017-01. COMMISSIONER KULLMANN SECONDED THE MOTION.
- III. The Commission discussed the item.
- IV. Chair Marks then opened up public comment on the item. Public commenters included: No members of the public provided comment. Chair Marks then moved the discussion back to the Commission.
- V. VOICE VOTE CALLED, MOTION CARRIED WITHOUT DISSENT.
Ayes: MARKS, HIGGINS, KULLMANN, DOSS, DALE
Noes: NONE
Absent: NONE
Abstain: NONE

10) ADJOURNMENT

APPROVED BY

RECORDED BY:

Patrick Higgins
Secretary

George Williamson
District Planner

**DRAFT MINUTES
SPECIAL MEETING OF THE BOARD OF COMMISSIONERS
HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT**

June 29, 2017

The Humboldt Bay Harbor, Recreation, and Conservation District met in regular session on the above date, 6:00 P.M. Closed Session, 7:00 P.M. Open Session, at the Woodley Island Marina Meeting Room, 601 Startare Drive, Eureka, CA 95501.

1) CLOSED SESSION - 6:00 P.M.

The Commission met in closed session to discuss the following items:

- 1) Conference with Real Property Negotiator. Agency Negotiator: Board President, Executive Director, and District Counsel.
 - a. Roundhouse Environmental Cleanup Grant Contract and Timber Heritage Association Property Purchase Agreement.
- 2) Public Employee Performance Evaluation and contract renewal.
 - a. Title: Director of Harbor Operations and Bar Pilot- Tim Petrusha.
 - b. Title: Director of Operations and Facilities Maintenance- Alan Bobillot.

2) ADJOURN EXECUTIVE CLOSED SESSION

3) OPEN SESSION – 7:00 P.M.

ROLL CALL:

PRESENT: MARKS
 KULLMANN
 DALE
 DOSS

ABSENT: HIGGINS

QUORUM: Yes

4) PLEDGE OF ALLEGIANCE

REPORT ON EXECUTIVE CLOSED SESSION

- 1) Nothing to report out on.
- 2) Nothing to report out on.

5) PUBLIC COMMENT: The following individuals addressed the Commission regarding subject matters not on this meeting's agenda: Kent Sawatzky.

6) CONSENT CALENDAR:

- a. Consideration of approval of Board meeting minutes for May 18, 2017
I.COMMISSIONER DALE MOVED TO APPROVE OF THE MAY 18, 2017 MINUTES. COMMISSIONER KULLMANN SECONDED.

II.Chair Marks then opened up public comment on the item. Seeing no members of the public wishing to speak, Chair Marks then moved the discussion back to the Commission.

VOICE VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.

Ayes: MARKS, KULLMANN, DALE, DOSS

Noes: NONE

Absent: HIGGINS

Abstain: NONE

7) COMMUNICATIONS AND REPORTS:

a. Executive Director, Jack Crider Report:

- o Visit and Tour from April Ingram- LP General Counsel.
- o Visit and Tour from Beth Lamb RWQCB Dave Parsons replacement.
- o Visit and tour from Principle Power, offshore wind power.
- o Received license fee \$350K and signed to Standard Solar per PPA
- o Essayons is here 12 days to dredge- should return depth to min. 45-48 feet in main channel
- o Samoa Lagoons debris burned, developing grading plan for County, prepping for dredge spoil disposal
- o Still waiting on EPA & USACE HOODS location approval for dredge spoil disposal
- o Project descriptions to come out soon: Elk River in-water, Shipwreck, PALCO Marsh, RMT II

b. Staff Reports

- o Director of Maintenance & Operations, Alan Bobillot:
 - a) Conducted practice run with dredge, did not pump any mud.
 - b) Preparing for 4th of July Woodley Island event

c. District Counsel, District Planner, District Treasurer and District Engineer Reports

- o District Counsel: Nothing to report.
- o District Planner Staff, Vanessa Blodgett:
 - o Current projects include:
 - a) Shelter Cove building CDP filed and accepted
 - b) Responded to CCC comments on LCL 1091. Looking at three options.
 - c) FY 2017-18 Budget- final budget review and adoption tonight
 - d) Martin Slough Enhancement Project permit application acceptance noticing
 - e) District-City Maintenance Disposal Options
 - f) EPA \$242K Brownfield Grant Application submitted for RMT II Debris cleanup
 - g) Website management, minutes, ads, and Facebook posts.
- o District Engineer, Mike Foget:
 - a) Eelgrass survey conducted in late May, now processing data
 - b) Fields Landing will be moving into ERA level 2 status on July 1.
- o District Treasurer, Mark Wetzel:
 - a) May financial out soon
 - b) Cash position is about \$8 million right now.

d. Commissioner and Committee Reports

- o Commissioners reported on recent activities and meetings.

e. Other NONE.

8) NON-AGENDA: NONE.

9) NEW BUSINESS:

- a. CONSIDERATION OF GRANT AGREEMENT WITH HUMBOLDT COUNTY FOR BROWNFIELDS CLEANUP AT THE SAMOA ROUNDHOUSE.
 - I. Executive Director Crider presented the item.
 - II. COMMISSIONER DOSS MOVED TO APPROVE THE GRANT AGREEMENT WITH HUMBOLDT COUNTY FOR BROWNFIELDS CLEANUP AT THE SAMOA ROUNDHOUSE. COMMISSIONER KULLMANN SECONDED THE MOTION.
 - III. The Commission briefly discussed the item.
 - IV. Chair Marks then opened up public comment on the item: Public commenters included: Kent Sawatzky. Chair Marks then moved the discussion back to the Commission.
 - V. VOICE VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.
 - Ayes: MARKS, KULLMANN, DOSS, DALE
 - Noes: NONE
 - Absent: HIGGINS
 - Abstain: NONE
- b. CONSIDERATION TO APPRAISE AND POSSIBLE PURCHASE OF MITIGATION PROPERTY AT KING SALMON.
 - I. Executive Director Crider presented the item.
 - II. COMMISSIONER DOSS MOVED TO APPROVE THE APPRAISAL COST AND THE PLACEHOLDER FOR THIS KING SALMON PROPERTY. COMMISSIONER DALE SECONDED THE MOTION.
 - III. The Commission discussed the item and asked questions of staff.
 - IV. Chair Marks then opened up public comment on the item: Public commenters included: Kent Sawatzky, Steve Rosenberg. Chair Marks then moved the discussion back to the Commission.
 - VOICE VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.
 - Ayes: MARKS, KULLMANN, DOSS, DALE
 - Noes: NONE

Absent: HIGGINS
Abstain: NONE

- c. CONSIDERATION OF CONTRACT RENEWAL WITH ALAN BOBILLOT, DIRECTOR OF OPERATIONS AND FACILITIES MAINTENANCE.
 - I. Executive Director Crider presented the item.
 - II. COMMISSIONER DALE MOVED TO APPROVE THE STAFF RECOMMENDED 1-YEAR CONTRACT RENEWAL, INCLUDING THE FIVE PERCENT RAISE TO \$88,017 PER YEAR SALARY, FOR ALAN BOBILLOT, DIRECTOR OF OPERATIONS AND FACILITIES MAINTENANCE. COMMISSIONER KULLMANN SECONDED THE MOTION.
 - III. The Commission briefly discussed the item.
 - IV. Chair Marks then opened up public comment on the item: Public commenters included: Kent Sawatzky, Susan Penn. Chair Marks then moved the discussion back to the Commission.
 - V. VOICE VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.

Ayes: MARKS, KULLMANN, DOSS, DALE
Noes: NONE
Absent: HIGGINS
Abstain: NONE
- d. CONSIDERATION OF CONTRACT RENEWAL WITH TIM PETRUSHA, DIRECTOR OF HARBOR OPERATIONS AND BAR PILOT.
 - I. Executive Director Crider presented the item.
 - II. COMMISSIONER DALE MOVED TO APPROVE THE STAFF RECOMMENDED 1-YEAR CONTRACT RENEWAL, INCLUDING THE FIVE PERCENT RAISE TO \$88,482 PER YEAR SALARY, FOR TIM PETRUSHA, HARBOR OPERATIONS AND BAR PILOT. COMMISSIONER KULLMANN SECONDED THE MOTION.
 - III. The Commission discussed the item.
 - IV. Chair Marks then opened up public comment on the item: Public commenters included: No members of the public commented on the item. Chair Marks then moved the discussion back to the Commission.
 - V. VOICE VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.

Ayes: MARKS, KULLMANN, DOSS, DALE
Noes: NONE
Absent: HIGGINS
Abstain: NONE
- e. DISCUSSION OYSTER PRE-PERMITTING
 - I. Commissioner Dale recused himself and left the room.
 - II. Executive Director Crider introduced the item.
 - III. Commissioner Doss further introduced the item.
 - IV. The Commission discussed the item and asked questions of staff.
 - V. Chair Marks then opened up public comment on the item: Public commenters included: Kent Sawatzky, Stan Brandenburg, Steve Rosenberg, Casey Allen, Sebastian Elrite, Pete Oringer. Chair Marks then moved the discussion back to the Commission.
 - VI. As a discussion item, no action was taken by the Commission
 - VII. After the item was closed, Commissioner Dale returned to the dais.
- f. DISCUSSION MARINA SURCHARGES FOR DREDGING AND FLOAT REPLACEMENT
 - I. Executive Director Crider introduced the item.
 - II. Commissioner Doss further introduced the item.
 - III. The Commission discussed the item.
 - IV. Chair Marks then opened up public comment on the item: Public commenters included: Stan Brandenburg, Kent Sawatzky, Steve Rosenberg, Casey Allen. Chair Marks then moved the discussion back to the Commission.
 - V. As a discussion item, no action was taken by the Commission
- g. DISCUSSION DREDGE DEWATERING SITE AT REDWOOD MARINE TERMINAL II
 - I. Executive Director Crider introduced the item.
 - II. The Commission discussed the item.

- III. Chair Marks then opened up public comment on the item. Public commenters included: No members of the public commented on this item.
- IV. As a discussion item, no action was taken by the Commission

10) UNFINISHED BUSINESS:

A. FINAL BUDGET REVIEW AND ADOPTION FY 2017/18

- I. Executive Director Crider presented the item.
- II. COMMISSIONER KULLMANN MOVED TO ADOPT THE FISCAL YEAR 2017/18 BUDGET. COMMISSIONER DALE SECONDED THE MOTION.
- III. The Commission discussed the item.
- IV. Chair Marks then opened up public comment on the item: Public commenters included: Kent Sawatzky, Susan Penn, Joan Romo. Chair Marks then moved the discussion back to the Commission.
- V. VOICE VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.
Ayes: MARKS, KULLMANN, DOSS, DALE
Noes: NONE
Absent: HIGGINS
Abstain: NONE

B. CONSIDERATION OF RESOLUTION 2017- 08 FOR FY 2017/18 BUDGET

- I. Executive Director Crider presented the item.
- II. COMMISSIONER KULLMANN MOVED TO ADOPT RESOLUTION 2017-08 FOR FISCAL YEAR 2017/18 BUDGET. COMMISSIONER DALE SECONDED THE MOTION.
- III. Chair Marks then opened up public comment on the item: Public commenters included: No members of the public commented on the item. Chair Marks then moved the discussion back to the Commission.
- IV. ROLL CALL VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.
Ayes: MARKS, KULLMANN, DOSS, DALE
Noes: NONE
Absent: HIGGINS
Abstain: NONE

11) ADMINISTRATIVE AND EMERGENCY PERMITS: NONE

12) ADJOURNMENT

APPROVED BY

Patrick Higgins
Secretary

RECORDED BY:

George Williamson
District Planner

Agenda Report

For Agenda of: July 27, 2017

Unfinished Business

Title: Consideration of time extension for Permit #14-04 to Sierra Pacific Industries for the Sierra Pacific Dock Maintenance Dredging project.

10a- Consideration of extending Permit #14-04 to Sierra Pacific Industries for the Sierra Pacific Dock Maintenance Dredging project.

Place on Agenda: Unfinished Business – 10 a

Summary of the Issue

Sierra Pacific Industries maintains a commercial dock (the Sierra Pacific Dock) in Humboldt Bay that requires recurring dredging to maintain the depth needed for ships to dock. Sierra Pacific is proposing to dredge approximately 20,000 cubic yards of sediment from the area immediately west of the dock over a 10 year period. Dredging activities would take place during a two week window of time between September 1st and October 15th.

The Harbor District adopted CEQA findings in Resolution 2014-12 and approved Permit #14-04 for this purpose.

California Environmental Quality Act (CEQA) Review

The potential environmental effects of the Sierra Pacific dock maintenance dredging project were evaluated in a CEQA Mitigated Negative Declaration (MND) dated June 30, 2014 and revised September 18, 2014. Revisions to the June 30, 2014 MND involved adjusting the project work window from September 1–November 30 to September 1–October 15.

Staff Recommendation: that the Board of Commissioners approve extending Permit #14-04 for the Sierra Pacific Dock Maintenance Dredging project to October 15 2017.

Attachments:

Attachment A – Letter requesting Permit #14-04 time extension issued as Resolution 2014-12.



PACIFIC AFFILIATES
CONSULTING ENGINEERS

990 W. WATERFRONT DRIVE, EUREKA, CA 95501 • TEL (707) 445-3001 FAX (707) 445-3003

August 23, 2016

Mr. Jack Crider
Executive Director
Humboldt Bay Harbor, Recreation and Conservation District
P.O. Box 1030
Eureka, California 95502-1030

Re: Dredging Permit Extension
Sierra Pacific Industries
Resolution No. 2014-12

Mr. Crider:

On behalf of Sierra Pacific Industries, a one-year extension of the dredging permit issued as Resolution No. 2014-12 is requested. Per the Harbor District letter dated September 11, 2015, the current permit is set to be terminated on September 25, 2016.

Should you have any questions or require additional information, please contact this office.

Sincerely,

Corey Matson
R.C.E. 75416

cc: File 03-900

WWW.PACAFF.COM

**HUMBOLDT BAY HARBOR, RECREATION
AND CONSERVATION DISTRICT**

RESOLUTION NO. 2017-09

**A RESOLUTION TO ENTER INTO A CONTRACT AND ACCEPT FUNDS FROM THE
CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE FOR
SECRETARIAT SERVICES FOR THE HARBOR SAFETY COMMITTEE
OF THE HUMBOLDT BAY AREA**

WHEREAS, the People of the State of California have enacted the Lempert-Keene-Seastrand Oil Spill Prevention and Response Act of 1990 which appropriates funds for the creation and maintenance of the Harbor Safety Committees within the State of California; and

WHEREAS, the Port of Humboldt Bay/Humboldt Bay Harbor, Recreation and Conservation District is a member of the Harbor Safety Committee of the Humboldt Bay Area and the Dockmaster is Chair of this committee; and,

WHEREAS, the Port of Humboldt Bay/Humboldt Bay Harbor, Recreation and Conservation District applied to the California Department of Fish and Wildlife to conduct Secretariat Services for the Harbor Safety Committee of the Humboldt Bay Area; and,

WHEREAS, the California Department of Fish and Wildlife has approved the Port of Humboldt Bay/Humboldt Bay Harbor, Recreation and Conservation District to conduct the Secretariat Services for the Harbor Safety Committee of the Humboldt Bay Area and to receive payment for the services; and

WHEREAS, the California Department of Fish and Wildlife requires a resolution from the Humboldt Bay Harbor, Recreation and Conservation District accepting the Secretariat Contract and payment of fees.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District as follows:

Executive Director Jack Crider is hereby authorized to enter into a contract with the California Department of Fish and Wildlife to conduct Secretariat Services for the Harbor Safety Committee of the Humboldt Bay Area and to accept payment from the California Department of Fish and Wildlife for aforementioned services on behalf of the Humboldt Bay Harbor, Recreation and Conservation District, a public entity established under the laws of the State of California.

CERTIFICATE OF SECRETARY

The undersigned, duly qualified and acting Secretary of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, does hereby certify that the attached Resolution is a true and correct copy of RESOLUTION NO. 2017-09 entitled,

A RESOLUTION TO ENTER INTO A CONTRACT AND ACCEPT FUNDS FROM THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE FOR SECRETARIAT SERVICES FOR THE HARBOR SAFETY COMMITTEE OF THE HUMBOLDT BAY AREA

as regularly adopted at a legally convened meeting of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, duly held on the 27th day of July 2017; and further, that such Resolution has been fully recorded in the Journal of Proceedings in my office, and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of July 2017.

PATRICK HIGGINS, Secretary
Board of Commissioners

**HUMBOLDT BAY HARBOR, RECREATION
AND CONSERVATION DISTRICT**

Resolution 2017-10

**A RESOLUTION DECLARING VARIOUS ITEMS AS SURPLUS PROPERTY AND FOR
THE SALE OF SURPLUS PERSONAL PROPERTY BELONGING TO THE HUMBOLDT
BAY HARBOR, RECREATION AND CONSERVATION DISTRICT**

WHEREAS, the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, is empowered by the provisions of Section 28 of Appendix II of the California Harbors and Navigation Code to take by grant, purchase, gift, devise, lease or otherwise acquire, hold and enjoy, lease and dispose of real or personal property of every kind, within the District, necessary to the full and convenient exercise of its powers; and,

WHEREAS, in order to dispose of these unwanted items, the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT must declare these items as surplus property prior to conducting a surplus property sale; and,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT,

The following items are hereby declared surplus property of the Harbor District: Attached CD listing the items for sale.

BE IT FURTHER RESOLVED, Jack Crider, Executive Director of the HARBOR DISTRICT, is directed to prepare and post a notice for sealed bids in the form of which a copy is attached to this Resolution, for the items below at the offices of the HARBOR DISTRICT and the Humboldt County Courthouse, 825 Fifth Street, Eureka, California for at least five (5) days before the date set for the sale of said items and place an advertisement for the sale of said items one (1) time in the Times-Standard newspaper and sell said items to the highest bidder.

PASSED AND ADOPTED THIS 27th DAY OF JULY 2017, BY THE FOLLOWING POLLED VOTE:

AYES:

NOES:

ABSENT:

Richard Marks, President
Board of Commissioners

ATTEST:

Patrick Higgins, Secretary
Board of Commissioners

CERTIFICATE OF SECRETARY

The undersigned, duly qualified and acting Secretary of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, does hereby certify that the attached Resolution is a true and correct copy of RESOLUTION NO. 2017-10 entitled,

A RESOLUTION DECLARING VARIOUS ITEMS AS SURPLUS PROPERTY AND FOR THE SALE OF SURPLUS PERSONAL PROPERTY BELONGING TO THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

as regularly adopted at a legally convened meeting of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, duly held on the day of 27th day of July 2017; and further, that such Resolution has been fully recorded in the Journal of Proceedings in my office, and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of July 2017.

Patrick Higgins, Secretary
Board of Commissioners

AGENDA REPORT

For agenda of: July 27, 2017

Agenda Items: Agenda Items 11c 11d

New Business

11c. Consideration of **Resolution No. 2017-11** establishing findings for which an Initial Study (IS) /Mitigated Negative Declaration (MND) (SCH# 2017052008) was prepared for the North Coast Regional Land Trust's proposed *Martin Slough Enhancement Project* (Permit Application 17-02) near Humboldt Bay. This project is in phase two of the project's restoration actions. Phase one installed new tide gates at the mouth of Martin Slough where it drains into Swain Slough to restore estuarine ecosystem function, increase conveyance and partially restore a muted tidal influence.

The proposed action will involve construction and enlargement of tidal and freshwater wetlands to increase floodwater storage and provide enhanced fisheries and waterfowl habitat. The action will involve wetland and riparian plantings and creation of two saltmarsh plains near the mouth of Martin Slough. Above the two saltmarsh plains, another salt marsh will be created adjacent to a freshwater spring and hydrologically connected to the mainstem of Martin Slough. The project will also include the decommission and relocation of two PG & E gas lines.

The Martin Slough Enhancement Project is located in and adjacent to the southern portion of the City of Eureka and terminates with its confluence with Swain Slough. Martin Slough is the last (most downstream) tributary to Elk River via Swain Slough. The mouth of Martin Slough is separated from Swain Slough by a berm and tide gates. The Martin Slough watershed includes both City and County jurisdictions, with the project area owned by the City of Eureka (approximately 120 acres) and two private landowners (approximately 40 acres and 110 acres) whose ownerships are comprised of multiple assessor's parcels. The project area is partially within the coastal zone.

Martin Slough has a watershed area of approximately 5.4 square miles, and natural channel length of over 10 miles with approximately 7.5 miles of potential fish habitat. This habitat supports the federally listed southern Oregon/northern California (SONCC) coho salmon (*Oncorhynchus kisutch*) and tidewater goby (*Eucyclogobius newberryi*), as well as California coastal chinook (*Oncorhynchus tshawytscha*), northern California steelhead (*Oncorhynchus mykiss*), and coastal cutthroat trout (*Oncorhynchus clarkii*). The old tide gates partially blocked upstream salmonid migration. The lower portion of the watershed flows through low gradient bottomland containing the golf course and pasture land. Many of the stream channels flow from gulches that contain mature second-growth redwood forests. The upper portions of the watershed are either in urban settings, or are recently harvested timber lands slated for future residential and commercial development.

The Humboldt County Planning and Building Department prepared and adopted a Mitigated Negative Declaration (MND) (SCH # 2017052008), for the project. Mitigation measures have been developed for affected environmental factors, reducing potential impacts to less than significant. Therefore, the Initial Study and Mitigated Negative Declaration determine that the project's impacts will be less than significant with mitigation incorporated. The proposed

IS/MND was made available for the public's review and comment via a Notice of Intent (see attached), with a comment period beginning May 1, 2017 and ending May 30, 2017. Subsequent to the document's adoption, the County circulated a Notice of Determination, which was posted through July 1st.

A Mitigation Monitoring Reporting Program (MMRP) has been prepared for the project to ensure mitigation measures adopted in connection with project approval, specifically fish habitat enhancement, are effectively implemented.

Board Packet Material: Resolution No. 2017-11

Staff Recommendation: that the Board of Commissioners approve Resolution No. 2017-11 establishing findings in accordance with CEQA for implementation of the Martin Slough Enhancement Project, for which an IS/MND was prepared by the Humboldt County Planning and Building Department, and adopting a MMRP, and determine that:

- (1) The Humboldt County Planning and Building Department, as lead agency, prepared and adopted the Martin Slough Enhancement Project IS/MND and MMRP;
- (2) The Humboldt Bay Harbor District is a responsible agency for the proposed project and reviewed and considered the information contained in the adopted IS/MND and MMRP and concurs with the analysis and conclusions set forth in said documents; and
- (3) The Martin Slough Enhancement IS/MND and MMRP reflect the Humboldt Bay Harbor District's independent judgment and analysis, as a responsible agency for the project.

Staff Recommendation: Approval of Resolution 2017-11

And,

11d. Consideration of granting to the Northcoast Regional Land Trust Permit 2017-02, for the Martin Slough Enhancement Project.

Summary: The proposed permit would allow the Northcoast Regional Land Trust to proceed with the Martin Slough Enhancement Project, as described above.

Board Packet Material: Permit 2017-02

Staff Recommendation: Approval of Permit 2017-02

**HUMBOLDT BAY HARBOR, RECREATION
AND CONSERVATION DISTRICT**

RESOLUTION NO. 2017-11

A RESOLUTION ESTABLISHING FINDINGS IN ACCORDANCE WITH CEQA FOR IMPLEMENTATION OF THE MARTIN SLOUGH ENHANCEMENT PROJECT FOR WHICH AN INITIAL STUDY/ MITIGATED NEGATIVE DECLARATION WAS PREPARED BY THE COUNTY OF HUMBOLDT IN ACCORDANCE WITH CEQA AND ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM

WHEREAS, the Board of Commissioners of the Humboldt Bay Harbor, Recreation, and Conservation District is empowered by Appendix II of the Harbors and Navigation Code, and its own ordinances and resolutions, to grant permits, leases, rights, and privileges; and,

WHEREAS, no permits, rights, leases, and privileges may be granted without first having considered certain potential impacts and without first having made findings relative to said impacts; and,

WHEREAS, the North Coast Regional Land Trust has applied to the Humboldt Bay Harbor, Recreation, and Conservation District for the Martin Slough Enhancement Project "Project"; and

WHEREAS the California Environmental Quality Act of 1970, as amended (CEQA) requires that in the approval of a project for which a mitigated negative declaration (MND) has been prepared the decision making body shall review said MND and make certain findings regarding the significant effects on the environment identified in the MND; and

WHEREAS, the Project was subject of an Initial Study and Mitigated Negative Declaration prepared by the County of Humboldt as the lead agency under CEQA and that MND together with a Mitigation Monitoring and Reporting Program (MMRP) was adopted by the Humboldt County Planning Commission on June 1, 2017; and

WHEREAS the Board of Commissioners does hereby certify that acting as a responsible agency for the Project under CEQA it has considered the information contained in such MND and MMRP, and concurs in the analysis and conclusions set forth in said documents;

WHEREAS, the MND and MMRP for the Project is, by this reference, incorporated into this Resolution as if fully set forth herein;

WHEREAS, the Board of Commissioners of the Humboldt Bay Harbor, Recreation, and Conservation District has been presented with certain evidence relating to the impact of the Martin Slough Enhancement Project upon the air, land, environment, and ecology of the Bay under the jurisdiction of the Humboldt Bay Harbor, Recreation, and Conservation District; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District as follows:

That the Board of Commissioners does hereby make the following findings: (1) it has independently reviewed and analyzed the MND together with the MMRP and other information in the record and has considered the information contained therein prior to acting upon or approving the portion of the Project before the Board for consideration, (2) the MND together with the MMRP prepared for the Project have been completed in compliance with CEQA and in a manner that is consistent with state guidelines implementing CEQA and (3) the MND together with the MMRP represents the independent judgment and analysis of the Humboldt Bay Harbor District as a responsible agency for the Project.

Therefore, based upon all of the foregoing, the Harbor District as a responsible agency under CEQA, hereby adopts the MND including the Mitigation Monitoring and Reporting Program prepared for the Project. The MND is on file at the Humboldt Bay Harbor, Recreation and Conservation District Office, 601 Startare Drive, Eureka, CA 95501, and available for inspection by any interested person.

BE IT FURTHER RESOLVED that the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District has found the following to be true and adopts the following findings with respect to the proposed use contemplated by North Coast Regional Land Trust in the Permit (2017-02) application for the Martin Slough Enhancement Project:

1. The proposed use is necessary to promote public safety, health, comfort, and convenience;
2. The proposed use is required by the public convenience and necessity;
3. The proposed use, as conditioned by the adopted Mitigated Negative Declaration and associated Mitigation Monitoring and Reporting Program, is consistent with CEQA and there is no substantial evidence the project will have a significant effect on the environment; and
4. The proposed use is consistent with the Humboldt Bay Management Plan; and
5. The proposed use is reasonably required to promote growth, and to meet area demands, and does not adversely effect the environment or ecology of the area to any substantial degree; and,
6. The proposed use will not produce an unreasonable burden on the natural resources and aesthetics of the area, on the public health and safety, and air and water quality in the vicinity of Humboldt Bay, or on the parks, recreation and scenic area, historic sites and buildings, or archeological sites in the area.

PASSED AND ADOPTED by the Humboldt Bay Harbor, Recreation and Conservation District Board of Commissioners at a duly called meeting held on the 27th day of July 2017, by the following polled vote:

AYES:

NOES:

ABSENT:

RICHARD MARKS, President
Board of Commissioners

ATTEST:

PATRICK HIGGINS, Secretary
Board of Commissioners

CERTIFICATE OF SECRETARY

The undersigned, duly qualified and acting Secretary of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, does hereby certify that the attached Resolution is a true and correct copy of RESOLUTION NO. 2017-11 entitled,

A RESOLUTION ESTABLISHING FINDINGS IN ACCORDANCE WITH CEQA FOR IMPLEMENTATION OF THE MARTIN SLOUGH ENHANCEMENT PROJECT FOR WHICH AN INITIAL STUDY/ MITIGATED NEGATIVE DECLARATION WAS PREPARED BY THE COUNTY OF HUMBOLDT IN ACCORDANCE WITH CEQA AND ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM

as regularly adopted at a legally convened meeting of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, duly held on the 27th day of July 2017; and further, that such Resolution has been fully recorded in the Journal of Proceedings in my office, and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of July.

Patrick Higgins, Secretary
Board of Commissioners

**HUMBOLDT BAY HARBOR, RECREATION
AND CONSERVATION DISTRICT**

PERMIT

Permit No. 2017-02

**601 Startare Drive
Woodley Island Marina
P.O. Box 1030
Eureka, CA 95502-1030**

Permittee:

**Northcoast Regional Land Trust,
P.O. Box 398,
Bayside CA 95524**

The Board of Commissioners of the **Humboldt Bay Harbor, Recreation and Conservation District** hereinafter referred to as "**District**", having considered the Application herein, number 2017-02, hereinafter referred to as "**Permittee**", and the **District** as a responsible agency, pursuant to the California Environmental Quality Act of 1970, as amended, establishing findings relative to the Application by **Permittee** for the Martin Slough Enhancement Project as provided for in this Permit, the **Permittee** is hereby authorized to perform the work of repairs, as more particularly described in the Application filed with the **District**.

You are hereby authorized to conduct that activity described in the Permit Application of **Permittee** consisting of:

Martin Slough Enhancement Project as more particularly described in the Application filed by **Permittee**.

That the location of the proposed activity shall be in Humboldt County, California,

SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. If the **Permittee** materially changes the activity plan and scope, it will be necessary to request a permit revision.
2. The **Permittee**, at all times, shall comply with Air Quality Regulation 1, Chapter IV of the North Coast Unified Air Quality Management District's Rules and Regulations.
3. The permit term is five years.

4. Any in-water work will be limited to the work window of July 1st – October 15th for each year (2017 and 2018), when salmonid species are less likely to be present in the Bay.
5. Any in-water work requires a Spill Prevention, Control and Countermeasure (SPCC) plan. Spill kits with appropriate contents will be maintained at the project site. Kits shall be equipped with enough material to provide preliminary containment for a volume of material that can reasonably be expected to spill. Booms will be available to contain spilled materials.
6. All construction debris shall be removed from the site and disposed of only at an authorized disposal site. Sidecasting of such material or placement of any such material within Humboldt Bay or any wetland area is prohibited.
7. If archeological or cultural features or materials are unearthed during any phase of project activity, all work in the immediate vicinity of the find shall halt until the **Permittee** has contacted the Wiyot Tribe's Cultural Department, and the significance of the resource has been evaluated, to the satisfaction of the Wiyot Tribe. Any mitigation measures that may be deemed necessary will be provided to the Wiyot Cultural Director for review and input to ensure they are consistent with the standards for cultural resource mitigation particularly in cooperation with Native American tribal representatives and the California State Native American Heritage Commission. Mitigation measures shall be implemented by a qualified archeologist representing the **Permittee** prior to resumption of construction activities. If human remains are exposed by project related activity, the **Permittee** shall comply with California State Health and Safety Code, §7050.5, which states that no further disturbance shall occur until the County Coroner has made the necessary findings as to the origin and disposition pursuant to California Public Resources Code, §5097.98.
8. That there shall be no unreasonable interference with navigation by the work herein authorized.
9. That no attempt shall be made by the **Permittee** to interfere or forbid the full and free use by the public of all navigable waters at or adjacent to the work.
10. That the **District**, its Commissioners, or any officer or employee of the **District** shall in no case be liable for any damages or injury of the work herein authorized which may be caused by or result from future operations undertaken by the **District** for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.
11. That neither the **District**, nor its Board of Commissioners, nor any officer of the **District** shall be liable to any extent for any such injury or damage to any

person or property or for the death of any person arising out of or connected with the work authorized by this Permit.

12. That the Board of Commissioners of the **District** may revoke this Permit at any time upon a finding by the **District** of a violation by the **Permittee** of any condition of this Permit.
13. That the **Permittee** shall comply with any regulations, condition, or instructions affecting the work hereby authorized if and when issued by the Federal Water Pollution Control Administration and/or the State of California Water Resources Control Agency having jurisdiction to abate or prevent water pollution. Such regulations, conditions, or instruction in effect or prescribed by Federal or State Agencies are hereby made a condition of this Permit.
14. That neither the **District**, nor its Board of Commissioners, nor any officer of the **District** shall be liable to any extent for the injury or damage to any person or property or for the work authorized by this Permit, and the **Permittee** shall indemnify and hold harmless the **District**, its Commissioners and officers free and harmless from any liability for any such injury, death or damage.
15. That as a condition to the issuance of this Permit, **Permittee** agrees to indemnify and hold harmless **District** from and against any and all liability, loss, or damage **District** may suffer from claims and demands for attorneys' fees, costs of suit, and costs of administrative records made against **District** by any and all third parties as a result of third party environmental actions against **District** arising out of the subject matter of this Permit, including, but not limited to attorneys' fees, costs of suit, and costs of administrative records pursuant to the California Code of Civil Procedure §1021.5 or any other applicable local, state or federal laws, whether such attorneys' fees, costs of suit, and costs of administrative records are direct or indirect, or incurred in the compromise, attempted compromise, trial appeal or arbitration of claims for attorneys' fees, costs of suit, and costs of administrative records in connection with the subject matter of this Permit.
16. That this Permit is valid as of the 27th day of July, 2017, and is made subject to the **Permittee** approving and agreeing to the conditions above set forth and executing said approval as hereinafter provided.

EXECUTED on this 27th day of July, 2017, by authority of the Board of Commissioners of the **Humboldt Bay Harbor, Recreation and Conservation District**.

**RICHARD MARKS, President
Board of Commissioners
Humboldt Bay Harbor, Recreation and
Conservation District**

Northcoast Regional Land Trust, **Permittee**, in the above Permit, hereby accepts and agrees to all of the conditions hereinabove set forth. **Permittee** shall indemnify and hold harmless the **District**, its Board of Commissioners, officers and employees from any and all claims of any nature arising from the performance of and work of improvement contained in the Application for injury, death or damage to any person or property.

Northcoast Regional Land Trust **Permittee**, in the above Permit, agrees to indemnify and hold harmless **District**, its Board of Commissioners, officers and employees from and against any and all liability, loss or damage **District** may suffer from claims and demands from attorneys' fees; costs of suit and costs of administrative records made against **District** by any and all third parties as a result of third party environmental actions against **District** arising out of the subject matter of this Permit including, but not limited to, attorneys' fees, costs of suit and costs of administrative records pursuant to the California Code of Civil Procedure §1021.5 or any other applicable local, state or federal laws, whether such attorneys fees, costs of suit and costs of administrative records are direct or indirect, or incurred in the compromise, attempted compromise, trial, appeal or arbitration of claims for attorneys' fees, costs of suit and costs of administrative records in connection with the subject matter of this Permit.

Dated: _____

Northcoast Regional Land Trust

DEPARTMENT OF THE ARMY
U. S. ARMY CORPS OF ENGINEERS
San Francisco District
1455 Market Street
San Francisco, CA 94103

ESTUARY HABITAT RESTORATION PROGRAM
COOPERATIVE AGREEMENT

Humboldt Bay Spartina Eradication Project

This Cooperative Agreement (CA) is entered into the 13 day of July, 2017, by and between the Department of the Army (hereinafter the "Government"), represented by the Grants Officer, San Francisco District and the Humboldt Bay Harbor, Recreation and Conservation District, represented by Jack Crider, Executive Director (hereinafter "Recipient").

1. Cooperative Agreement Title: Humboldt Bay Spartina Eradication Project

2. Cooperative Agreement Number: _____

3. Recipient Name and Address:

Humboldt Bay Harbor, Recreation and Conservation District
PO Box 1030,
Eureka, CA 95502-1030

4. Tax ID No: 94-2262845

DUNS No: 184473049

CAGE Code: 3C5A5

5. Recipient Program Manager:

Jack Crider, Executive Director
Humboldt Bay Harbor, Recreation and Conservation District
Tel: (707) 443-0801 and Fax: (707) 443-0800
jcrider@humboldtбай.org

6. Recipient Administrative POC:

Joel Gerwein, Project Manager
California State Coastal Conservancy
1515 Clay St, 10th floor
Oakland, CA 94612-1401
Email: joel.gerwein@scc.ca.gov <mailto:joel.gerwein@scc.ca.gov>
Tel: 510-286-4170

7. Grants Officer:

Maria Cisneros (USACE)
Tel: (251) 452-3242
Maria.cisneros@usace.army.mil

8. Grants Officer's Technical Representative (GOTR):

Joe Viola (USACE)

9. Statement of Work: The work to be accomplished is described in the Humboldt Bay Harbor Recreation and Conservation Districts proposal, titled *Humboldt Bay Spartina Eradication Project* and dated November, 2014. The proposal is incorporated herein as "Attachment A" and the Project Management Plan (PMP) is incorporated herein as "Attachment B."

10. Period of Performance: June 2017 through October 2023.

11. Award Amount: \$269,000.

12. Authority: This CA is authorized by the Estuary Restoration Act of 2000, Public Law 106-457, as amended (33 U.S.C. § 2901). The source of USACE funds for this CA is the Energy and Water appropriations for the Estuary Restoration Program.

13. Accounting and Appropriation Data:

Funding in the amount of \$269,000 is being provided upon award.

Appropriation Code: 96X3122 737

14. Administered by: U.S. Army Corps of Engineers, San Francisco District
1455 Market Street, San Francisco, CA 94103-1398.

15. Terms and Conditions: This CA is subject to the specific terms and conditions set forth in this CA document, including the attachments as listed below.

a. Attachment A, the project proposal titled *Humboldt Bay Spartina Eradication Project*, containing the scope of work; and the final monitoring plan (Attachment E) approved in accordance with the Project Management Plan (Attachment B) are attached and made a part hereof.

b. Attachment B, the *Project Management Plan* containing additional information regarding responsibilities and schedules of work and payment is attached hereto and made part hereof.

c. Attachment C, the *Estuary Habitat Restoration Program Standard Terms and Conditions* is attached hereto and made part hereof.

d. Attachment D, the *Certifications and Representations* is attached hereto and made a part hereof.

e. Attachment E, the approved *Monitoring Plan* will be attached hereto and made a part hereof upon approval prior to the initiation of construction, in accordance with the Project Management Plan.

f. Attachment F, the approved *OMRR&R Manual* will be attached hereto and made a part hereof upon approval prior to the completion of construction, in accordance with the Project Management Plan.

g. Attachment G, the *Documentation of Required Real Estate* will be attached hereto and made a part hereof upon approval in accordance with the Standard Conditions.

h. Notwithstanding the recipient's technical and cost proposals, the Government's obligation to the recipient is restricted to the funding stated in Paragraph 11 of this CA.

i. Replacement of key personnel shall require a two-week prior notification, if possible, to the Grant Officer's Technical Representative in Paragraph 8 of this CA. If a two week notification is not possible, notification of replacement of any personnel is required as soon as the situation arises. Replacement personnel shall possess not less than an equivalent education/experience level than the originally proposed individual.

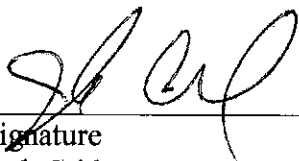
16. Reporting Requirements: Reporting requirements are pursuant to the requirements in Attachment B (Project Management Plan) and in Attachment C (Sections 7 and 8). Final performance reports are due within 60 calendar days of the expiration of the period of performance, or completion of the final post construction monitoring, whichever occurs first.

17. Payments: Payments will be made pursuant to the schedule in the PMP and Section 1 of Attachment C. Payments will be made by Electronic Funds Transfer (EFT). Standard Form 271 shall reference the Cooperative Agreement number in Paragraph 2. Submit original SF 271s to the Administration Office listed in Paragraph 14. Submit copies to the GOTR listed in Paragraph 8 of this CA.

The Administration Office Project Manager (Kathleen Ungvarsky) will review the SF 271 and notify the GOTR of the amount requested by the Recipient. Within five (5) work days of notification of the Recipient's payment request, the GOTR will make payment recommendations to the Administration Office based on the Recipient's progress to date.

18. Government Participation: The Government's technical contribution towards this effort will include technical management, responsibility for any Federal environmental compliance documents, review and approval of planning and design documents and construction, and overall supervision. The Administration Office will coordinate with the GOTR regarding any changes in scope, schedule, or cost.

FOR THE RECIPIENT:



Signature

Date; July 13, 2017

Jack Crider

Executive Director

Humboldt Bay Harbor, Recreation and Conservation District

FOR THE UNITED STATES OF AMERICA:

Signature

Date

Maria Cisneros

Grants Officer

United States of America

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE
REQUIREMENTS FOR COOPERATIVE AGREEMENTS**

Applicants should refer to the regulations cited below to determine the certification which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under: 32 CFR Part 28, "New Restrictions on Lobbying"; 2 CFR Part 180, "OMB Guidelines on to Agencies on Government-wide Debarment and Suspension (Non-Procurement", as implemented by the Department of Defense in 2 CFR part 1125; and 32 CFR Part 26, "Government-wide Requirements for Drug Free Workplace (Financial Assistance)". The certifications will be treated as a material representation of fact upon which reliance will be placed when determining award of the cooperative agreement.

1. LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be

subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

(1) The applicant certifies, to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(3) The applicant shall communicate the requirements to comply with Subpart C of the OMB guidance in 2 CFR Part 180, as implemented by the Department of Defense in 2 CFR part 1125, to persons at the next lower tier with whom the recipient enters into transactions that are "covered transactions" under Subpart B of 2 CFR part 180 and the DoD implementation in 2 CFR part 1125.

3. DRUG-FREE WORKPLACE (RECIPIENTS OTHER THAN INDIVIDUALS)

As required by the Subpart B of 32 CFR Part 26, which implements Sections 5151-5160 of the Drug Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D, 41 U.S.C. 701, *et seq.*)--

(1) The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the recipient's workplace and specifying the actions that will be taken against the employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

(i) The dangers of drug abuse in the workplace;

(ii) The applicant's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the cooperative agreement be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the cooperative agreement, the employee will:

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace not later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose cooperative agreement activity the convicted employee was working, unless the Federal agency has designated a central point for receipt of such notices. Notice shall include the identification number(s) of the each affected cooperative agreement;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:

(i) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or

(ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(2) The applicant may insert in the space provided below the site(s) for the performance of work done in connection with the specific cooperative agreement.

Place of performance:
(Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

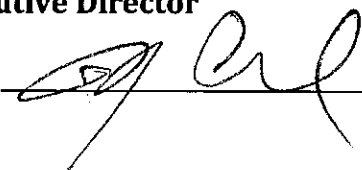
Name of Applicant: **Humboldt Bay Harbor, Recreation and Conservation District**

Printed Name and Title of Authorized Representative

Name: **Jack Crider**

Title: **Executive Director**

Signature: _____



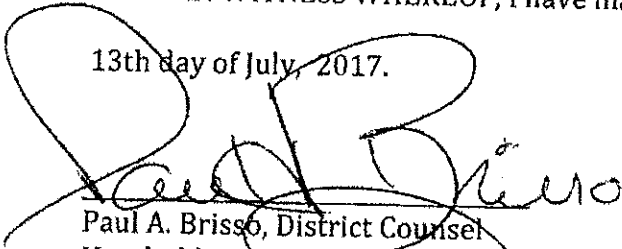
Date: **July 13, 2017**

CERTIFICATE OF AUTHORITY

I, Paul A. Brisso, do hereby certify that I am the District Counsel for the Humboldt Bay Harbor, Recreation and Conservation District and as such am its principal legal adviser. The Humboldt Bay Harbor, Recreation and Conservation District is a legally constituted California public entity, created and operating pursuant to California Harbor and Navigation Code Appendix 2, with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and Humboldt Bay Harbor, Recreation and Conservation District and the City of Arcata in connection with the Humboldt Bay Spartina Eradication Project, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement, and that the persons who have executed this Agreement on behalf of the Humboldt Bay Harbor, Recreation and Conservation District have acted within their authority as officers or agents of the public entity.

IN WITNESS WHEREOF, I have made and executed this certification this

13th day of July, 2017.

A large, stylized handwritten signature in black ink, appearing to read "Paul A. Brisso". The signature is written over a horizontal line that serves as a separator between the date and the name.

Paul A. Brisso, District Counsel
Humboldt Bay Harbor, Recreation
and Conservation District

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Allen Matkins Leck Gamble Mallory & Natsis LLP
501 West Broadway, 15th Floor
San Diego, CA 92101-3541
Attention: Rick Miltimore

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is entered into as of the 28th day of October 2015, between **HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT**, a California public entity ("Landlord") and **SEQUOIA INVESTMENTS X, LLC**, an Alaska limited liability company ("Tenant").

RECITALS

Landlord and Tenant are currently the lessor and lessee, respectively (as successors in interest), of the Premises defined below, pursuant to State Lease P.R.C. 3303.1 between the State of California State Lands Commission and Crown Simpson Pulp Company which was executed on June 25, 1965 and which was modified by: an August 14, 1980 Renewal of Lease; an October 25, 1990 Renewal of Lease; a July 28, 1995 Amendment to Renewal of Lease PRC 3303.1; a June 22, 2000 Renewal of and Amendment to Lease PRC 3303.1; an Assignment, Consent to Assignment and Amendment dated January 26, 2006; and a Lease Extension and Amendment to PRC 3303.1 dated June 23, 2010 (PRC 3301.1, as amended, assigned, and otherwise modified, the "Lease"). The land which is subject to the Lease is more specifically described on Exhibit A, attached hereto and made a part hereof (the "Premises").

NOW, THEREFORE, for valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. GRANT. Landlord hereby grants and leases to Tenant, and tenant hereby accepts and leases from Landlord, a leasehold interest in and to the Premises under the terms and conditions set forth in the Lease.
2. TERM OF LEASE. The term of the Lease commenced on May 27, 1965 and is scheduled to expire by its terms on May 26, 2020.
3. INCORPORATION AND CONFLICTS. All of the terms and conditions of the Lease are incorporated herein by reference as though set forth fully herein. In the event of any conflict between the terms hereof and of the Lease, the Lease shall prevail.
4. COUNTERPARTS. This Memorandum may be executed in counterparts, each of which shall be deemed and original, and all of which shall constitute one instrument.

IN WITNESS WHEREOF, this Memorandum of Lease is executed as of the date first above written.

"LANDLORD"

HUMBOLDT BAY HARBOR, RECREATION
AND CONSERVATION DISTRICT, a California
public entity

By: 

Name: _____

Title: _____

Jack Corder

Executive Director

"TENANT"

SEQUOIA INVESTMENTS X, LLC,
an Alaska limited liability company

By: Security National Master Manager,
LLC,
an Alaska limited liability company
Its: Manager

By: _____

Robin P. Arkley II

Its: Sole Member and Manager

EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

PARCEL ONE:

A PARCEL OF TIDE AND SUBMERGED LAND IN HUMBOLDT BAY, SITUATE NEAR THE CITY OF EUREKA, HUMBOLDT COUNTY, CALIFORNIA, BOUNDED ON THE EAST BY THE U.S. PIERHEAD LINE AS SAME IS SHOWN ON A MAP OF "HARBOR LINES FOR HUMBOLDT HARBOR AND BAY", DATED AUGUST 01, 1957, AND PREPARED BY THE U.S. CORPS OF ENGINEERS; BOUNDED ON THE WEST BY THE ORDINARY LOW WATER MARK OF HUMBOLDT BAY; BOUNDED ON THE SOUTH BY A LINE THAT BEARS SOUTH 73 DEGREES 22 MINUTES EAST, AND IS DISTANT SOUTH 2,658.47 FEET FROM THE CORNER COMMON TO SECTIONS 20, 21, 29 AND 28, TOWNSHIP 5 NORTH, RANGE 1 WEST, HUMBOLDT BASE AND MERIDIAN; AND BOUNDED ON THE NORTH BY A LINE PARALLEL TO THE SOUTH BOUNDARY LINE OF THIS DESCRIPTION AND DISTANT NORTHERLY AT RIGHT ANGLES THEREFROM 811.04 FEET.

PARCEL TWO:

A PARCEL OF LAND IN HUMBOLDT BAY, SITUATE NEAR THE CITY OF EUREKA, HUMBOLDT COUNTY, CALIFORNIA, BEING FURTHER DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON A COURSE OF THE U.S. PIERHEAD LINE, SAID COURSE SHOWN AS HAVING A BEARING OF NORTH 14 DEGREES 36 MINUTES 36 SECONDS EAST, AND A DISTANCE OF 4,646.5 FEET ON A MAP OF "HARBOR LINES HUMBOLDT BAY, CALIFORNIA, U.S. ENGINEERS OFFICE, SAN FRANCISCO, CALIFORNIA - SEPTEMBER 29, 1938 - FILE 5 DIV. 4, SHEET 6", SAID POINT BEARS EAST, 811.8 FEET AND SOUTH 70 DEGREES EAST, 530 FEET MORE OR LESS, FROM THE CORNER COMMON TO SECTIONS 20, 21, 28 AND 29, TOWNSHIP 5 NORTH, RANGE 1 WEST, HUMBOLDT BASE AND MERIDIAN;
THENCE SOUTHERLY ALONG THE ABOVE MENTIONED PIERHEAD LINE, 455 FEET;
THENCE LEAVING THE PIERHEAD LINE, NORTH 73 DEGREES 22 MINUTES WEST, 25 FEET;
THENCE NORTHERLY PARALLEL WITH SAID PIERHEAD LINE, 140 FEET;
THENCE NORTH 73 DEGREES 22 MINUTES WEST, 300 FEET MORE OR LESS, TO THE ORDINARY LOW WATER MARK OF HUMBOLDT BAY; THENCE NORTHERLY ALONG SAME 40 FEET;
THENCE LEAVING THE ORDINARY LOW WATER MARK, SOUTH 73 DEGREES 22 MINUTES EAST, 290 FEET; THENCE NORTHERLY PARALLEL WITH THE PIERHEAD LINE, 275 FEET MORE OR LESS, TO AN INTERSECTION WITH A LINE WHICH BEARS NORTH 70 DEGREES WEST, FROM THE POINT OF BEGINNING;
THENCE SOUTH 70 DEGREES EAST, APPROXIMATELY 40 FEET TO THE POINT OF BEGINNING.

6 23-10

1/c

**LEASE EXTENSION
And AMENDMENT
TO LEASE PRC 3303.1**

Humboldt Bay Harbor, Recreation and Conservation District, a California public entity (hereinafter referred to as "District") and Sequoia X, LLC, a California limited liability company (hereinafter referred to as "Sequoia") hereby agree as follows:

1 District and Sequoia are currently the Lessor and Lessee, respectively, of real property located in Humboldt County referred to by the parties as Lease PRC 3303.1. The lease had its origins in a 1965 lease between the State of California State Lands Commission and Crown Simpson Pulp Company, and has been modified by a 1966 Sublease, an August 14, 1980 Renewal of Lease, an October 25, 1990 Renewal of Lease; a July 28, 1995 Amendment to Renewal of Lease PRC 3303 1, a June 22, 2000 Renewal of and Amendment to Lease PRC 3303.1; and an Assignment, Consent to Assignment and Amendment dated June 26, 2006. Copies of those documents are attached to this Agreement as **Exhibits A through G**, which are incorporated by reference as if set forth in full herein.

2 The parties agree to extend the lease for ten (10) years, commencing May 27, 2010 and running through May 26, 2020

3. Concurrently with the execution of this Extension or on or before May 27, 2010, whichever is later, Sequoia shall pay to District the amount of \$25,000 for the period of May 27, 2010 to May 26, 2011. On May 27 of each successive year of the lease, the annual rent shall be adjusted by adding an increase in an amount calculated by multiplying the prior year's rental amount by the previous 12 month increase in the general cost of living index entitled "Consumers' Price Indexes, Pacific Cities and U.S. City Average, All Items Indexes, All Urban Consumers, Category West-B/C (December 1, 1996 = 100), herein called "Index" published by the Bureau of Labor Statistics, U S Department of Labor. The most recent 12 months available as of May 1 of the year shall be used for this calculation. If the index is not published, the parties shall agree to a comparable index for use in calculating the rental adjustment. Should the parties be unable to agree to an alternative index, they shall petition the Humboldt County Superior Court to select an alternative index. The annual rent for each successive year shall be due on or before May 27 of that year.

4 Section 9 of the 1965 lease is replaced by the following: Lessee shall defend, indemnify and hold harmless Lessor, its officers, directors, and employees for all claims asserted by third parties, including but not limited to claims by

$25,000 \div 133.863 \times =$

Lessee's employees, agents and contractors, for property damage or personal injury arising out of the lease or Lessee's use and occupation of the property.

5 Paragraph 13 of the 1965 lease is replaced by the following: At all times that the lease is in effect, Lessee shall maintain general liability insurance covering claims for personal injury and property damage arising out of Lessee's occupancy of the premises and operations conducted on the leasehold property. Lessor shall be listed as an additional insured on the policy procured by Lessee and Lessee shall provide evidence of such insurance to Lessor for each policy period. The insurance shall provide that the coverage cannot be cancelled without a minimum of 30 days notice to Lessor. Minimum coverage of such insurance shall be \$1 million aggregate.

6. Paragraph 14 of the 1965 lease is amended to add the following: Lessor, at Lessor's sole discretion, may direct Lessee to leave any or all leasehold improvements, other than personal property or trade fixtures, in place at the end of the lease period. Lessor shall provide Lessee with a written notice 30 days before the end of the lease period designating the leasehold improvements that shall not be removed. If Lessor elects to direct the non-removal of leasehold improvements, Lessor shall pay to Lessee the net salvage value (salvage value Lessee would receive for materials removed less Lessee's entire costs that would be incurred to remove the improvements (including but not limited to permitting, demolition, and disposal of non-salvaged material), if in fact the removal would result in a net gain to Lessee.

7 Addresses for Notices as provided in paragraph 17 of the 1965 are amended as follows. For Lessee, Humboldt Bay Harbor, Recreation and Conservation District; 601 Startare Dr.; Eureka, California 95501. For Lessee: Sequoia X, LLC, 323 Fifth Street, Eureka, California 95501.

8. Paragraph 19 of the 1965 lease is modified to require that any mutually agreed changes, termination, amendment or alteration to the Agreement must be in writing.

9 The following is added to the lease: Should any legal action be commenced arising out of the duties and obligations under this Agreement, the prevailing party shall be entitled to reasonable attorneys fees and litigation costs in addition to all other legal rights and remedies.

DATED _____, 2010

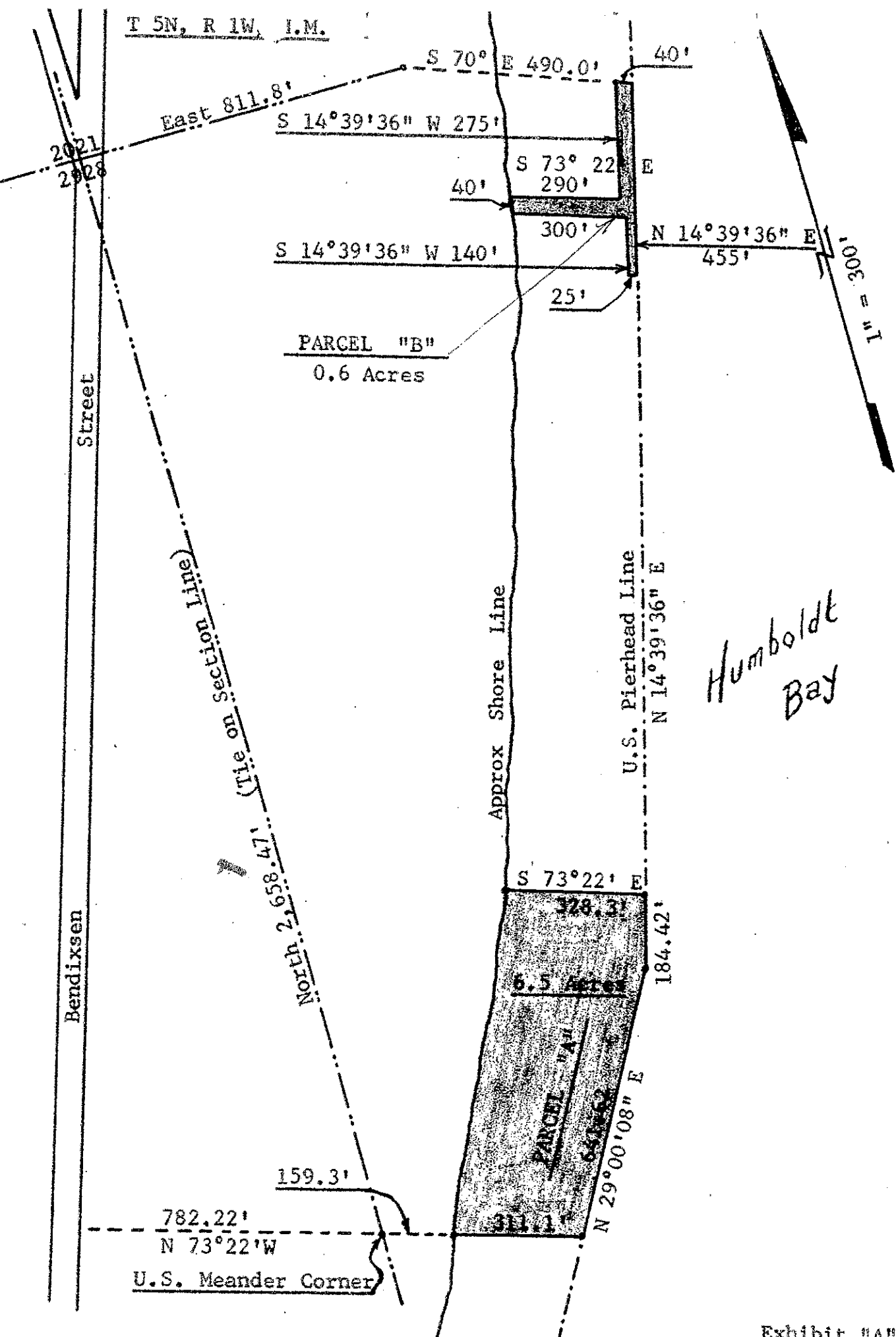
HUMBOLDT BAY HARBOR, RECREATION
AND CONSERVATION DISTRICT

By Roy Curless, President

SEQUOIA X, LLC

 Early Curless 6-4-10
By *Vice President - Security National*
Its Manager

T 5N, R 1W, I.M.



Humboldt Bay