

North Coast Regional Water Quality Control Board

February 27, 2017

Mr. Steve Strombeck
P.O. Box 37
Eureka, CA 95502

Mr. Larry A. and Lisa K. DeBeni
1122 Searles Street
Eureka, CA 95501

Dear Mr. Strombeck and Mr. and Ms. DeBeni:

Subject: INVESTIGATIVE ORDER TO SUBMIT A TECHNICAL REPORT PURSUANT TO
SECTION 13267 OF THE CALIFORNIA WATER CODE

Files: Campbell Creek Apartments, WDID No. 1B11088WNHU,
ECM PIN: CW-767317

You are receiving this order to submit information pursuant to California Water Code (Water Code) section 13267 (13267 Order) because, based on information available to the North Coast Regional Water Quality Control Board (Regional Water Board), you are responsible for failure to perform and report on mitigation monitoring and maintenance activities for the Campbell Creek Apartment Project (Project).

The Regional Water Board issued Clean Water Act section 401 water quality certification (certification)¹ to Mr. Strombeck for the Project on September 15, 2011. The certification required implementation of a restoration plan dated October 2010 ("Restoration Plan," Attachment 1) that included a commitment to five years of mitigation monitoring and reporting. The Regional Water Board issued a Notice of Violation (NOV) to Mr. Strombeck on December 1, 2016 (Attachment 2), for failure to provide mitigation and monitoring reports, as well as for failure to notify the Regional Water Board of a change in Project site ownership. LACO associates, on behalf of Mr. Strombeck, responded to the NOV in a letter dated December 9, 2016 (NOV response, Attachment 3), that acknowledged wetland mitigation monitoring, wetland mitigation maintenance, and wetland monitoring reports were not performed or produced. The NOV response also stated that Mr. Strombeck sold

¹ A copy of the certification may be found on the Regional Water Board website at:
http://www.waterboards.ca.gov/northcoast/board_decisions/water_quality_certification/pdf/2011/110915_rb1_cam_pbellcrk_401.pdf

the Project property (Assessor Parcel Number (APN) 503-202-003) to Mr. and Ms. DeBeni on May 15, 2015, after completion of the Project in 2014.

Required Information

The burdens, including cost, of the technical report required in this 13267 Order bears a reasonable relationship to the need for the report and the benefits to be obtained from the report. The Project certification required implementation of the Restoration Plan to mitigate for Project impacts to waters of the state. The Restoration Plan prescribed monitoring and reporting that would have allowed Regional Water Board staff to assess the success of the Project mitigation; however, Regional Water Board staff could not make a determination about mitigation success because monitoring was not performed and monitoring reports were not submitted. The information contained in the report is needed to enable the Regional Water Board to determine whether Project mitigation activities were performed consistent with the Restoration Plan and whether the site conditions currently meet the Restoration Plan mitigation performance criteria.

Pursuant to the requirements of section 13267 of the California Water Code (Water Code), you are required to submit a technical report by **April 28, 2017**.

Mr. Strombeck and Mr. and Ms. DeBeni are hereby required to submit an information report for APN 503-202-003 that included the following information:

1. A jurisdictional wetland delineation performed in accordance with the United States Army Corps of Engineers May 2010 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region (version 2.0);
2. A comparative analysis between current site conditions and all Restoration Plan performance criteria (Restoration Plan section 8.0). The analysis shall assess whether current site conditions meet the Restoration Plan performance criteria and describe the method(s) used to make the assessment;
3. If the comparative analysis shows that any portion of the site is not meeting final Restoration Plan performance criteria, then a habitat restoration and mitigation workplan (Workplan) shall be provided. The Workplan shall detail how the Restoration Plan performance criteria shall be achieved. The Workplan shall include:
 - a. A description of mitigation activities to be performed, including a planting plan;
 - b. A description of methods proposed for mitigation implementation;
 - c. An implementation timeline for mitigation activities;
 - d. A maintenance plan for mitigation activities;
 - e. An annual monitoring plan for mitigation activities, including monitoring methods, to be performed annually for not less than five years; and
 - f. A proposal to submit no less than five annual reports to the Regional Water Board that includes mitigation performance status, adaptive management measures proposed and implemented, and photo-monitoring documentation points.

STANDARD PROVISIONS

1. Statement of Qualifications: You shall provide documentation that the technical reports required in this 13267 Order were prepared under the direction of appropriately qualified professional(s). In preparing the technical report required by this 13267 Order, any scientific, engineering or geologic evaluations and judgements must be performed by or under the direction of registered professionals pursuant to California Business and Professions Code sections 6735, 7835, and 7835.1. A statement of qualifications and registration numbers of the responsible lead professional shall be included in the submitted report. The lead professional shall sign and affix his or her registration stamp to the report.
2. Signatory Requirements: The technical report shall be signed and certified by either a principal or someone of similar ranking. Additional reports submitted in support of the technical report must be signed by the principal author.
3. Certification Statement: Any person signing a document under this provision shall make the following certification:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

4. Report Submittal: The technical reports required under this Order shall be submitted electronically to:

Ms. Shin-Roei Lee
Assistant Executive Officer
North Coast Regional Water Quality Control Board
5550 Skylane Blvd, Suite A
Santa Rosa, CA 95403
Email: NorthCoast@waterboards.ca.gov

NOTIFICATIONS

1. Enforcement Discretion: The Regional Water Board reserves its right to take any enforcement action authorized by law for violations of the terms and conditions of this Order. Furthermore, compliance with this Order is wholly distinct from any possible enforcement that may follow from the discharges themselves, pursuant to violations of the California Water Code or other orders issued by the Regional Water Board.
2. Enforcement Notification: Failure to submit complete and timely technical and monitoring reports required in this 13267 Order will subject you to further enforcement action by the Regional Water Board. Pursuant to Water Code section

13268, any person failing or refusing to furnish technical or monitoring program reports required under Water Code section 13267, or falsifying any information provided therein, is guilty of a misdemeanor and subject to an administrative civil liability of up to one thousand dollars (\$1,000) for each day in which the violation occurs. The Regional Water Board reserves its right to take any enforcement action as authorized by law.

3. Order Modification: Any modification to this 13267 Order shall be in writing and approved by the Assistant Executive Officer, including any potential deadline extensions. If you are unable to perform any activity or submit any document in compliance with the schedule set forth herein, you may request, in writing, an extension of the time specified. The written extension request shall include justification(s) for the delay and shall be submitted to the Assistant Executive Officer at least 30 days prior to the deadline that you are requesting to extend. The Assistant Executive Officer may grant an extension in writing for good cause.
4. Any person affected by the technical and monitoring report requirements provided above may petition the State Water Resources Control Board (State Water Board) to review those requirements in accordance with Water Code section 13320 and California Code of Regulations, title 23, sections 2050 and following. The State Water Board must receive the petition by 5:00 p.m., 30 days after the date of this Order, except that if the thirtieth day following the date of this Order falls on a Saturday, Sunday, or state holiday, the petition must be received by the State Water Board by 5:00 p.m. on the next business day. Copies of the law and regulations applicable to filing petitions will be provided upon request or may be found on the Internet at:
http://www.waterboards.ca.gov/public_notices/petitions/water_quality.

If you have any questions, please contact Brendan Thompson, Environmental Scientist, at (707) 576-2699 or via email, at Brendan.Thompson@waterboards.ca.gov.

Sincerely,

Shin-Roei Lee
Assistant Executive Officer

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Attachments: 1—October 2010 Restoration Plan for Campbell Creek Apartments
2—December 1 Notice of Violation
3—LACO Associates response to Notice of Violation

Enclosure: 13267 Fact Sheet

Certified - Return Receipt Requested

cc (w/attachments):

Nathan Jacobsen, North Coast Regional Water Quality Control Board (NCRWQCB),

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Kasey Sirkin, U.S. Army Corps of Engineers, L.K.Sirkin@usace.army.mil

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<input type="checkbox"/> EO	<input type="checkbox"/> WMgmt	<input type="checkbox"/> Admin
<input type="checkbox"/> AEO	<input type="checkbox"/> Timber	<input type="checkbox"/> Legal
<input type="checkbox"/> Reg/NPS	<input type="checkbox"/> Cleanups	<input type="checkbox"/> Data

Ref: 01400-09001-11032

**RESTORATION PLAN FOR
CAMPBELL CREEK APARTMENTS
APN 503-202-003
UNION AND SAMOA BOULEVARD, ARCATA, CALIFORNIA
*CITY OF ARCATA FILE # 090-004-PDP-CDP***

October 2010

Applicant:

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P.O. Box 37
Eureka, CA 95502

Prepared for:

Mr. Mike Nelson
Planning Director
LACO Associates
21 West 4th Street
Eureka, CA 95501

Prepared by:


 **WINZLER & KELLY**
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1.0 INTRODUCTION

The City of Arcata requested that the proposed development include a Restoration Plan to supplement and complement the *Planting Plan* for the above referenced site (Winzler & Kelly, July 30, 2010). This Restoration Plan provides clarifications and specific details to the planting plan including, vegetation monitoring and maintenance protocols for the restored areas, and as well provides response to questions regarding the proposed project posed by the City of Arcata Creeks and Wetlands Committee (August 17, 2010).

2.0 PURPOSE

This Restoration Plan addresses the following items:

1. A reduced wetland setback in one location to allow for adequate parking at the site. The project complies with a minimum requirement of 50-foot setback except in a single location to allow for one parking space (approximately 10 feet wide, and 20 feet in length along the edge of wetland) and thus encroaches to within 40 feet of the existing wetland. The average development setback from the wetland is 70 linear feet, maximum being over 164 feet, and minimum at the subject parking space of 40 feet.
2. Type and area to be re-vegetated with large-leaf lupine;
3. Appropriate herbicide uses and list of specific allowed herbicides;
4. Wetland maintenance protocol (see items 5 and 6);
5. Mowing protocols for the wetland and setback area, including seasonal restrictions, type of equipment to use, and appropriate cutting height;
6. Irrigation details for the restored areas;
7. A 3-year Monitoring Plan for the restored wetland area, and up to 5-year monitoring due to non-compliance if necessary;
8. Analysis of Department of Fish and Game's comment to consider construction of hummocks in the wetland restoration area, including discussion of Army Corps of Engineers requirements for such an endeavor.

The *Planting Plan* (July 30, 2010) recommended minimization and avoidance of impacts to wetlands, provides a planting plan to enhance the buffer area between the proposed building footprints and the seasonal wetland and thus reduce potential impacts to delineated wetlands. Enhancement of the existing onsite wetlands and revegetation of degraded portions of the wetland with native wetland grass species is also included in the planting plan.

3.0 PROJECT LOCATION

The subject property, Assessor's Parcel Number (APN) 503-202-003, is approximately four acres, located in the Coastal Zone within the City of Arcata limits at the northwest corner of the intersection of Union Street and Samoa Boulevard. The site is on the Arcata South USGS 7.5 Minute Quadrangle (T6N, R1E, Section 33, Humboldt Meridian). To the north are the Parkview

Apartments (formerly the Colony Inn Apartments). To the east is Union Street (elevated from the project site) with additional apartments across the street to the east. To the south is Samoa Boulevard (elevated from the project site) with the California Highway Patrol across the street and surrounding agricultural and natural resource lands. To the west is City of Arcata-owned parcel APN 503-202-004 that extends from the project site west to Highway 101 and north to 7th Street. The City parcel includes the Arcata Community Center, sports fields, playground, associated parking facilities, and a constructed wetland installed by the City to mitigate for wetland impacts from the development of their parcel.

4.0 EXISTING CONDITIONS

The subject site is relatively flat with a slight grade toward Union Street (east) as well as towards the south and site hydrology is directed to the southeast towards Union and Samoa and away from the adjacent City of Arcata parcel (soccer fields and Community Center). The project site is just beyond the eastern limit of the Campbell Creek Watershed based on City of Arcata watershed map (hydrology on the Community Center parcel is directed towards Campbell Creek drainage towards the southwest). The wetland area on the proposed project site is isolated from other nearby wetlands and from the Campbell Creek watershed due to the upland area along the western and northern portions of the property. The project site appears to be disconnected (biology and hydrology) from the watershed to the south and east due to Union Street and Samoa Boulevard which are elevated from the project site and inhibit connectivity along the southern and eastern property boundaries.

A planted grassland herbaceous layer covers most of the site, composed mostly of non-native species from seed mix, including annual bluegrass (*Poa annua*) [FACW-], white clover (*Trifolium repens*) [FACU+], perennial ryegrass (*Lolium perenne*) [FAC], soft brome (*Bromus hordeaceus*) [FACU-] as well as creeping buttercup (*Ranunculus repens*) [FACW]. Some willow clumps (*Salix* sp.) [FACW] grow along the east boundary along Union and Himalayan blackberry thickets (*Rubus discolor*) [FACW/disturbance species] exist along portions of the east and south borders.

On June 18, 2002, a wetland delineation was conducted at the subject parcel, the results of which mapped approximately 1.92 acres of 2- and 3-parameter wetlands (Acer Biological, December, 2002). A jurisdictional determination was provided by the Army Corp of Engineers. The delineation states, "The [onsite] wetlands are of poor to moderate quality. In general, there is little structure for wildlife purposes (Acer Biological, 2002)." The mapped wetlands have low plant species diversity. The onsite wetland is currently degraded, is isolated, and is seasonal when surface water backs up along berms created from Union Street and Samoa Avenue. The wetland is not considered to have high sensitivity due to the existing conditions. The site is at the terminus of a drainage area. According to City of Arcata watershed boundary maps, the site is not part of the Campbell Creek Watershed, which ends at the western property boundary. In terms of floodwater control, the wetland may serve some natural functions on the eastern portion of the property with the slightly lower elevation and provide groundwater recharge due to the

manner in which Union and Samoa restrict stormwater and near-surface hydrology from moving down-gradient to the south and southeast (these roads create a berm around the east and southern project boundaries). The wetland area does not currently provide a unique wetland habitat or unique species, as most of the plants, although predominantly hydrophytic, are either non-native, facultative, disturbance oriented species, and/or associated with seeding mix applied to the site.

5.0 WETLAND PROTECTION

The following discussion provides analysis of the proposed site development features, the proposed wetland setback, and other wetland protection opportunities.

Enhancement Objectives

The following items were developed as reasonable and achievable project objectives given the context of the proposed project and site setting:

1. The project site is adjacent to constructed wetlands and natural wetlands on the City of Arcata parcel; therefore, the enhancement of the onsite wetland setback will provide connectivity for the isolated onsite wetland via enhanced mosaic to outlying habitat systems.
2. The project site includes both upland and wetland areas; therefore the enhancement of the wetland setback area (upland) and wildlife corridor (upland) will provide both aquatic, transitional, and terrestrial functions and varied topographic positions for corridor diversity.
3. The project will conserve and enhance/improve an “existing landscape linkage to function as a connection between larger protected areas” (Bond, 2003).
4. Direct impacts to wetlands have been avoided and the wetland setback has been maximized to result in an average 70-foot setback, maximum setback over 164-feet, and minimum setback of 40 feet at a single location to provide for a required additional parking space.

Site Layout

The proposed project does not result in “loss of interior habitat” through fill of wetlands or unique habitats and does not directly result in fragmentation of habitats. The development area is sited on an existing upland portion of the site between two wetland areas. The footprint has been modified to limit the size of encroachment into the land directly connecting the two wetlands, and to enhance the remaining corridor area to provide improved habitat structure, cover, and diversity. The upland area between the two wetlands is unique in that it is located between a high quality wetland system that includes constructed wetlands with connectivity to natural wetlands beyond, (City of Arcata property to the west) and the onsite degraded wetland that is directly adjacent to Union and Samoa Streets. The enhanced upland areas (wetland setback area and wildlife corridor) could thus uniquely provide both aquatic and terrestrial functions.

The proposed development plan incorporates an average development setback from the wetland edge of 70 feet, with a maximum of over 164 feet, and a minimum setback distance requested at a single location of 40 feet to accommodate a single necessary parking space. The additional parking space is required by the City of Arcata, and per the drainage plan for the site, the runoff from this location will be directed to a Swale-Gard for pre-filtration prior to being discharged to onsite bio-swale for treatment (LACO, 2010). The single parking space is near a location where existing pavement (access road) is immediately adjacent to the existing onsite wetland, with a zero setback. The City of Arcata Land Use Development Guide (LUDG), Section 1-0228-11, lists findings which must be met in situations where a setback of less than 50 feet is requested by Applicant (City of Arcata, 1989). The compliance with LUDG is addressed in the *Planting Plan* (July 30, 2010). The request for a reduced setback in this one single area to 40 feet is complemented with the average 70 foot setback for the overall development, and a maximum setback of over 164 feet. Additionally, direct impacts (fill) to wetlands have been avoided and the project maintains no-net loss to wetlands. The project includes an extensive revegetation plan for the setback area and restoration of the entire wetland area. The maintenance and monitoring protocols developed herein (below) additionally ensure the long-term success of the restored areas and long-term management of the setback. These measures described above provide additional protection measures to reduce potential indirect impacts to wetlands associated with the single parking space that is proposed to be within minimum of 40 feet of the wetland.

The setback for the development has been maximized, and the entire development has been reconfigured to enhance connectivity between the existing onsite isolated seasonal wetland and offsite wetlands on the City of Arcata parcel. The reconfiguring of the proposed development has also removed development features from the wildlife connectivity area. Additionally, fencing is included at the border of the wetland and at the northern edge of the wildlife corridor to provide a physical barrier between the residential use of the property and the restored natural area (see below for further details on the fence).

Setback

The setback area is designated to function as an enhanced wetland buffer providing improved value over existing conditions and will include native vegetation in grouped plantings, as proposed in the planting plan. The enhancement of the wetland setback and the wetland area will provide physical, noise, and light barriers from development; and increase edge and transitional habitats between wetlands and uplands.

The wetland setback takes into consideration guidance provided in Section 1-0228.11(d)(1) and the factors it lists (size, sensitivity, drainage boundaries, vegetation, adjacent uses, and potential impacts). These project-specific items are discussed in the Habitat Analysis, Wetland Protection, and Planting Plan (Winzler & Kelly, July 30, 2010). The proposed revegetation of disturbed portions of the wetland, wetland enhancement of the transition area along the margin of the wetland (25-feet wide), and native plantings within the buffer area will be a substantial improvement over current and historic conditions at the site.

The project site is isolated from the surrounding watershed, and drainage backs up behind the berms that are created by Samoa Boulevard and Union Street. In determining the level of potential impacts to wetlands, it should be noted that the proposed project has been reconfigured to avoid direct impacts to wetlands and to increase the wetland setback to the maximum width feasible within the requirements for site layout. The planting plan and stormwater measures incorporated into the project will minimize indirect impacts to the onsite wetlands. The Project Engineer is addressing stormwater quantity and quality requirements through a Preliminary Drainage Plan which is in the review process. On-site retention will occur in bio-swales within the wetland setback area (as permitted by the LUDG) and will be sufficient to meet the 50-year storm requirement from LUDG and the alternative method from RWQCB. The project will propose additional LID techniques in the Preliminary Drainage Plan such as the use of downspout energy dissipaters and infiltration galleries. The use of appropriate/additional mulch will be identified in the Grading Permit, SWPPP, and Erosion Control Plan.

LUDG establishes a "Wetland Buffer" as well as a "Wetland Setback." The wetland buffer is the area around a wetland where special consideration of wetlands is required. Development is permitted within buffer areas provided the project meets specific conditions.

The project will avoid equipment staging in the setback area where feasible and will repair disturbance to the setback area by installing native vegetation prior to rainy season.

6.0 RESTORATION PLAN

The following topics address site preparation for plant installation to ensure the long-term survival and protection of the restored wetland, wetland setback (upland), and wildlife corridor areas.

Soil Preparation

The wetland setback area will not be graded or excavated beyond the easterly limits of the bio-swale as shown on the development plan. The plantings will be installed by hand with individual pits for each plant. The building pad and access areas (uplands) will be graded to conform with the site grading plan, and these activities will not extend into the setback area. No stockpiling or material storage will be allowed in the setback area. Areas disturbed during construction, grading, etc., within the Wetland Setback area shall be restored to original contours (other than the bio-swale), and sufficiently and promptly replanted with native plant material per the Planting Plan.

The wetland setback, wetland restoration (perennial wetland species), and wetland revegetation (native wetland grassland) areas proposed for planting should be cleared of invasive species (see below). Additionally, areas proposed for seeding with native grass seed mix should be tilled in order to promote re-establishment of native species. The area that is proposed for wetland enhancement with native perennials should be tilled if it is deemed by the landscape contractor to be necessary to eliminate aggressive non-native species that could interfere with establishment of

the native perennials. The setback area (upland) does not need to be tilled prior to plant installation. Areas that are disturbed within the setback area and have bare ground should be raked and planted with native seed mix.

Minor grading in the wetland will only occur in areas designated for hummock installation, if this endeavor is approved by agencies and Applicant. The area would be modified with excavator or backhoe and will occur when ground is dry. Excavated material will be used onsite where possible, as close to excavation area as possible, to re-create topographic diversity across the existing seasonal wetland in the form of high marsh surfaces and hummocks. The cut material will be placed directly onto land adjacent to the hummocks within the seasonal wetland surface within the reach of the excavator.

Between the bio-swale and required over-excavation of foundations, there will be excess soil removed from the site. Where possible, the excess soil will be used on upland portions of the site (mostly in parking areas) for leveling and grading for drainage.

Herbicide Use

This section describes appropriate herbicide uses for the project site within the wetland and wetland setback areas for site preparation in anticipation of native grass revegetation, and as part of ongoing maintenance requirements for invasive species control. The herbicide recommendations do not govern the proposed developed portions of the site, which would follow City of Arcata rules and regulations for landscaping, fertilizer, and herbicide uses.

Preceding restoration, applying a pre-emergent weed control on the site prior to soil preparation can greatly increase the survivorship of new plantings due to reduced competition from non-native species. The non-native species of concern at the site consists of non-native aggressive (not necessarily invasive) grasses, as well as blackberries and poison hemlock (see below). This action will also reduce the transfer of weed seeds on and off the project site that could be attached to equipment used during ground disturbance activities (particularly if hummock construction is conducted). An approved pre-emergent herbicide will reduce the naturalized and invasive herbaceous plants on site by prohibiting the germination exotic seeds. The pre-emergent herbicide should be applied before undesired plants emerge for this control method to be successful. Heavy rains may reduce the success of the application as it dilutes the effectiveness of the herbicide.

Milestone (active ingredient Aminopyralid, triisopropanolamine salt 40.6%) can be used as an herbicide on the Campbell Creek Apartment site and can be applied in the fall. This herbicide is applied at 4-7 ounces per acre using a backpack spot spray treatment to control annual, perennial, and biennial weeds in the uplands, wildlife corridor, and up to the water edge of wetlands, creeks, and ponds. This herbicide has a wide window for applications and can be applied up to the fall.

Table 1: Herbicides Recommended For Specific Uses in Sensitive Areas		
Product and Type	Ingredients	Limitations / Notes
Aqua-master (equivalent to Rodeo) --herbicide in water	glyphosate, isopropylamine salt 53.8%	May damage non-target plants. Use for emergent plants in ponds, lakes, drainage canals, and areas around water or within watershed areas. Only as a last resort when other management practices are ineffective. NOTE: Equivalent to "Rodeo Emerged Aquatic Weed and Brush Herbicide," an older product. Rodeo in storage may be used under the same limitations. Note prohibition on use within buffer zone (generally 60 feet) around water bodies in red-legged frog habitat.
Eco Exempt HC --herbicide	eugenol (clove oil) 21.4%; 2-phenethylpropionate 21.4%	Do not use in enclosed areas.
Garlon 4 --herbicide	triclopyr, butoxyethylester 61.6%; nonpetroleumbased methylated seed oils	Use only for targeted treatments of invasive exotics via dabbing or injection.
Garlon 4 Ultra --herbicide	triclopyr, butoxyethyl ester 60.45%	Use only for targeted treatments of invasive exotics via dabbing or injection.
Milestone --herbicide	Aminopyralid, triisopropanolamine salt (5928) 40.6%	For invasive species in natural areas where other alternatives are ineffective, especially for invasive legumes and composites such as yellow star thistle and purple star thistle. <i>Listed as Tier I due to persistence but toxicity & potential exposure are very low.</i>
Roundup Pro --herbicide	glyphosate, isopropylamine salt 41%	Spot application of areas inaccessible or too dangerous for hand methods, right of ways, utility access, or fire prevention. Use for cracks in hardscape, decomposed granite and edging only as last resort. Okay for renovations but must put in place weed prevention measures. Note prohibition on use within buffer zone (generally 60 feet) around water bodies in red-legged frog habitat.
Roundup ProDry --herbicide	glyphosate, ammonium salt 71.4%	Same limitations as Roundup Ultra (Note: Roundup Ultra is not the same formulation as Roundup Pro, consult the producer for more information on constituents).
Sonar A.S. --herbicide in water	fluridone 41.7%	Emergent plants in ponds, lakes, drainage canals. Only as a last resort when other mgmt. practices are ineffective.
Turflon Ester --herbicide	triclopyr, butoxyethyl ester 61.6%	Targeted treatment of turf; broadcast application requires exemption. Note prohibition on use within buffer zone (generally 60 feet) around water bodies in red-legged frog habitat.
Source: San Francisco, City of, 2009. <i>SF Reduced Risk Pesticide List</i> . City Department of the Environment. http://www.sfenvironment.org/ . April 13, 2009.		

For control of emergent or floating plants, or along banks, products with the active ingredient glyphosate may be used in wetlands, due to the low oral toxicity to human and animals. Rodeo, or Aqua Master, is the recommend product of glyphosate to be used on the Campbell Creek Apartments property. Rodeo is superior to Round-up in this context as it does not contain surfactants that both Roundup Pro and Roundup Ultra have.

Aquamaster is a nonselective herbicide approved for aquatic applications to control emergent vegetation. Once the active ingredient (glyphosate) makes contact with water, it becomes deactivated; therefore only the vegetation on or above the water is impacted. This herbicide has best results when Activator 90 surfactant, or a similar nonionic surfactant, is added to the mixture. Aquamaster can be applied by spray, cut stump, and with injections

Additional potential herbicides recommended for consideration for use as pre-emergents at the site:

- Triclopyr (Garlon 4) Application method: dabbing or injection for use near and around wetlands.
- Eugenol (clove oil) 21.4%; 2-phenethylpropionate 21.4% (EcoEXEMPT™) Application method: foliar-applied herbicide- landscape only not in wetlands.

Only herbicides approved by USEPA for aquatic use will be used within 50 feet of the wetlands. Herbicides will be hand painted on stems or stumps or injected, when used near wetland, riparian areas, and areas of special concern. Provided below is a list of specific herbicides which are recommended for use on a case-by-case basis in order to restore and revegetate wetland and buffer areas with native vegetation. This list is derived from the City of San Francisco *SF Reduced Risk Pesticide List* (SF City Department of the Environment, 2009.) and precautions for use in sensitive habitats are noted in the "Limitations / Notes" column. Additionally, the State Department of Agriculture, Agricultural Extension Office, and/or local Natural Resource Conservation District can be consulted for advice and locally accepted herbicides in sensitive environments.

Site Plan

The setback enhancement (upland), wetland enhancement areas, and fence will be shown on the development plans, to be prepared by the Project Engineer. The species proposed for the setback area were selected for their ability to provide habitat barrier and for tolerance of hydrology typical to upland/wetland transitional areas. The species proposed for wetland enhancement and wetland revegetation area were selected for their tolerance to wetland hydrologic conditions. The species in general were selected to provide a dense visual barrier, thus tree and shrub species are included. Suitable species of equal value may be substituted at the discretion of the owner and landscape contractor (native species and locally appropriate allies).

Proposed Restoration

Wetland Setback Enhancement

This transitional area between the wetland and the development, will be densely planted with recommended perennials, trees, and shrubs. The setback enhancement plantings will be installed from the development edge and extending a minimum of 50-feet down gradient to the wetland edge, as provided in Table 1.

It is recommended that shrubs and trees be clumped to provide structure diversity with scattered open areas. The perennial understory plantings will be inter-mixed so as to increase density. Close plant spacing is proposed to provide a solid vegetative screen to act as a visual and noise barrier and provide improved biological function when the plants mature. The setback enhancement is recommended to provide a visual barrier for the wetland area towards the development, provide transitional habitat, increase habitat value and structure, enhance wildlife habitat, improve sediment filtration, slow runoff and allow percolation for shallow groundwater recharge.

Plants within the setback shall be installed in individual holes that have been loosened to promote root establishment. Plant installation should occur preferably in the fall prior to winter rains, in order to provide natural rainfall for new plantings and thus reduce requirement for irrigation.

Area where bare soil remains after planting within the setback area, and/or if at Owners discretion the setback area has been tilled to improve revegetation, the area should be additionally seeded, where deemed necessary, for erosion control purposes, with seed mix recommended for wetland area (excepting *Alopecurus geniculatus* which is a wet-only grass), or alternately the seed mix proposed for the bioswale may be extended into the surrounding setback understory.

Wetland Enhancement

Wetland enhancement plantings (perennials) are proposed to extend from the wetland edge approximately 25 feet down the gentle slope into the wetland and to extend the length of the enhancement area (see "Wetland Edge Area", Table 1). This area will be lightly cultivated, non-native and invasive species removal will occur, and the perennials (plugs, flats, or one-gallon size) will be installed (intermixed and clumped). The remaining bare soil areas will be lightly over-seeded with wetland grass seed mix, at rate of 10 lbs/acre.

The purpose of the wetland enhancement is to create a continuous buffer area and extend the buffer functions into the wetland area. The enhancement plantings will provide higher biological function and value with the increased habitat width (see further discussion below). This enhancement will further increase the functional capacity of the wetland, specifically increasing the visual barrier from the wetland area to the development, increase habitat value, enhance sediment filtration, slowing down runoff, and allowing percolation for shallow groundwater

recharge. The total enhancement area will thus extend a minimum of 75-feet down-slope from the development edge (50-feet of which is setback/upland enhancement and transitional area, 25-feet of which is wetland enhancement). The one exception is where the development setback encroaches to within 40 feet of the wetland, for a required single car parking spot adjacent to existing pavement. The existing pavement has a zero (0) setback to the wetland. The average wetland setback is still 70 feet even with the encroachment in this location.

Wetland Revegetation

The area will be cultivated to remove invasive grasses and pre-emergent herbicide applied (see specific herbicide recommendations). The remainder of the wetland area not included within the 25-foot wide wetland boarder enhancement area will be revegetated using a native wetland grass seed mix. Seed mix species composition can be adjusted based on what is locally available, as long as the species composition remains locally appropriate. Grass seed mix for establishment of native grasslands is recommended at a rate of 10 – 15 lb/acre, depending on the weight of the seeds (the minimum planting rates are based on 60-70 seeds per square foot and/or 4 to 12 pounds per acre). For broadcast seeding in erosion control settings, increasing this rate up to 70 lbs/acre is common. Revegetation seed mix composition is included in Table 1, along with proposed application rate for broadcast seed mix in the revegetated wetland.

Historically there was a population of large-leaf lupin (*Lupinus polyphyllus*) over an area of about 100 feet by 100 feet, consisting of possibly 50 to 100 plants (DFG, pers. comm.). Although it is not known whether this plant is entirely extirpated from the site, it is certain that the potential for this plant to naturally occur onsite has been impacted through plowing, vegetation removal, and seeding of the site with non-native grass species. An area approximately 3,000 square feet will be designated for lupin re-establishment within the existing wetland area along Samoa Boulevard. The re-establishment area will be designated within the proposed native grassland revegetation area and will include supplemental plantings (clumped and/or 8-feet on center) using plants started from locally sourced seed, to replace the impacted plants. Plants will be installed during the first and/or second year (fall) and will be grown from locally collected seeds gathered from a nearby population of large-leaf lupin. The area will be fenced off to exclude mowing of this area during lupin growth and bloom period (approximately May through September). Mowing in this area could be allowed prior to spring bloom set, and/or after seeds have dispersed in the fall.

As an alternative (or additional installation method), the area could be over-seeded with locally collected seed, but there are issues with scarification of the seeds if they have been stored/dried, and as well quantity necessary to seed an area may be difficult to source locally. Restoration with forbs is typically recommended at rates of 4 – 11 lbs/acre. To increase the seed/soil contact to improve germination rates, press seed firmly into soil. Seeding rates can be adjusted based on estimated % live seed/germination rate, weight of seed, and increased seed rate to compensate for broadcast installation, potential die-off and competition from other plants at the site. The *L. polyphyllus* species generally produces larger seeds, 18,000 to 25,000 seeds per pound.

Wildlife Corridor

The landscape designer for the project has extended the native revegetation plan recommended for the wetland setback area to include revegetating the wildlife corridor area. The wildlife corridor includes open native grass areas as well as perennial trees and shrubs. The plants recommended for this area are mostly woody perennial shrubs and trees, with some open grassland areas as well. This will provide a varied structural mix appropriate for a variety of corridor dwellers and other species, that use both upland and wetland areas for forage and dispersal.

Bio-Swale

The bio-swale will receive stormwater from the project site. The bioswale is allowable per the LUDG within the setback. The area will be contoured, and excess material will be removed from the buffer and will not be stockpiled in the setback. The area will be seeded with Bi-swale seed mix (see planting table). The center 10 feet of the swale will be seed mix only to allow flow to occur. The edges and slopes of the bio-swale include scattered native perennials at landscaper designer's discretion.

Plant Installation

It is recommended that plant collars be used to protect the tree and shrub species from animals and site maintenance activities. It is the owners' responsibility to ensure plant success. The owner can keep the setback area understory sufficiently clear to discourage vagrant use of the area, for invasive species control, removal of diseased plants and/or dead debris (see maintenance section below).

Mulch

Areas that are seeded with native grass mix will be covered with sterile rice straw to prevent erosion during plant establishment. Straw will be applied at moderate density so as to allow light penetration for seed germination, but thick enough to break energy of rainfall. The enhancement area (25-foot wide strip along margin of wetland) shall have light seed application between the wetland perennial plantings. The seeded area should be covered lightly with sterile straw mulch, and avoid covering the perennials. The wetland setback area (upland) can be seeded at the Owner's discretion between plantings. Redwood mulch is often used between tree and shrub plantings in order to keep weed establishment to a minimum. If redwood mulch is utilized for site coverage, sufficient depth should be maintained to ensure that weeds are smothered (minimum of four inches depth).

Fencing

The development area will be separated from Wetland by a three foot high split rail fence, or similar substitute, to be located at the westerly edge of the bio-swale to demark the wildlife corridor area and setback area. The fence will be as close to the development as possible. The fencing will serve as a physical barrier to the wetland and setback area, separating the residential use from the wetland and wetland setback area. Fencing is also required around the Lupin-Re-

Establishment area, to exclude spring mowing from this area (fencing can have a gap to allow October mowing and other general maintenance access to this area.

Hummock Analysis

The Department of Fish and Game would like the Applicant to consider construction of hummocks in the wetland restoration area, in order to provide micro-relief, variable habitats based on topographic position, and reduction in surface water movement across the site. Following is an analysis of what this endeavor might require from a regulatory perspective including discussion of Army Corps of Engineers (COE) requirements for such an activity.

Nationwide Permit (NWP) 24, "Residential Mitigation" may apply to this activity. This NWP requires Pre-Construction Notification (PCN) to the COE. On a project case-by-case basis, a PCN could require detailed project description, discussion of erosion control measures/BMPs, revegetation plans, management/monitoring/corrective measures, cross sections, specs, etc.

The hummocks recommended by DFG, are an optional, desirable element for the project, and are under consideration by the Applicant, awaiting further discussion with COE and CCC regarding jurisdictional support for this potential activity. Wetland hummocks have been observed in other nearby wetland habitats where similar features have formed over time as natural systems and appear in general to support increased desirable wetland plant species diversity.

Approximately two or more depressional hummock features are being considered for the site, within the wetland revegetation area where native wetland grassland is proposed. If hummocks are to be included in the project, they are proposed to be large-diameter undulations in the topography as opposed to micro "dig-and-drop" method. The undulation would be sized to approximately 40 feet (east/west) and 40 to 90 feet north/south, and approximately six inches maximum depth. The removed soil would be used to create micro-relief areas adjacent at no more than six inches in height, to create a maximum change in elevation of approximately one foot. After installation of the hummocks, the area should be cultivated to break up compaction due to equipment and prepare seed bed for revegetation. The area considered for hummock creation is within the Wetland Revegetation Area, and the hummocks would be planted with the wetland grass-seed mix.

7.0 PLANTING PLAN

The City of Arcata requested a planting plan for restoration of the degraded wetland and the buffer area (City of Arcata letter, September 29, 2009), which was provided by Winzler & Kelly on July 30, 2010. The planting and enhancement recommendations of the upland wildlife corridor and wetland setback include transitional plantings (i.e. species that survive along wetland edges) between the project footprint and the onsite wetlands to the east. The Planting Plan table provides revised plant species and quantities for the wetland setback/wildlife corridor and wetland restoration areas.

Table 2: Planting Plan				
Common Name	Species	Status	Spacing (feet) ^{1,2}	# of Plants
Buffer Planting: 50 foot wide upland transitional area between the wetland edge and development; approximately 1.0 acres (40,137 sf).				
blue-eyed grass	<i>Sisyrinchium bellum</i>	FAC	5	30
Douglas iris	<i>Iris douglasiana</i>	NI	5	30
red flowering current	<i>Ribes sanguineum</i>	NI	10	75
thimbleberry	<i>Rubus parviflorus</i>	FAC+	10	75
salmonberry	<i>Rubus spectabilis</i>	FAC+	10	75
Elderberry	<i>Sambucus racemosa</i>	FACU	15	75
wax myrtle	<i>Myrica californica</i>	FAC+	15	75
Western red cedar	<i>Thuja plicata</i>	FAC+	100	5
Sitka spruce	<i>Picea sitchensis</i>	FAC	100	5
Wetland Enhancement: 25 foot wide wetland transitional area from the wetland edge downslope within the wetland; approximately 0.35 acres (15,396 sf).				
fringe cups	<i>Tellima grandiflora</i>	NI	6	80
lady fern	<i>Athyrium filix-femina</i>	FAC	6	80
river lupine	<i>Lupinus rivularis</i>	FAC	6	80
spreading rush	<i>Juncus patens</i>	FAC	6	80
short scale sedge	<i>Carex deweyana</i>	FACW	6	80
tall flat sedge	<i>Cyperus eragrostis</i>	FACW	6	80
Pacific willow	<i>Salix lasiandra</i>	FACW	10	150
red alder	<i>Alnus rubra</i>	FAC	30	20
Wetland Revegetation: Reseeding up to 1.9 acres disturbed onsite wetlands; (0.35 acres of Wetland Enhancement and 1.6 acres of Wetland Revegetation).				
water foxtail	<i>Alopecurus geniculatus</i>	OBL	4 lbs.	8 lbs.
Mugwort	<i>Artemisia douglasiana</i>	FACW	2 lbs.	4 lbs.
tufted hairgrass	<i>Deschampsia cespitosa</i>	FACW	10 lbs.	20 lbs.
small fescue	<i>Vulpia microstachys</i>	NI	4 lbs.	8 lbs.
TOTAL			20 lbs./acre	40 lbs.
Lupin Re-Establishment— 3,000 sf area within the Wetland Revegetation Area				
large-leaf lupine	<i>Lupinus polyphyllus</i>	FACW	8 feet	100
Bio-swale and Upland Buffer / Wildlife Corridor Area				
California brome	<i>Bromus carinatus</i>		2 lbs.	
tufted hairgrass	<i>Deschampsia cespitosa</i>	FACW	10 lbs.	20 lbs
blue wild rye	<i>Elymus glaucus</i>		10 lbs.	
tomcat clover	<i>Trifolium tridentatum</i>		3 lbs.	
small fescue	<i>Vulpia microstachys</i>	NI	5 lbs.	8 lbs
TOTAL			30 lbs./acre	
¹ The spacing between plants in the buffer and wetland enhancement areas are between individual plants. The				

plant species may be mixed in some areas. For example in the wetland enhancement area red alder will be planted every 30 feet on center and the willows will be inter-planted 10 feet on center.

Notes:

- A. Seed mix species composition can be adjusted based on what is available locally, as long as species composition remains locally appropriate and as long as the revegetation includes a minimum of 10% by weight locally-sourced/collected seeds of *Lupinus polyphyllus*.
- B. Blue eyed grass can be sourced in flats. Douglas iris sourced as corms. Perennials shrubs and trees should be minimum one gallon size.

Plant Source

All plants should be obtained from a nursery. Minimum plant size is mandated by the City of Arcata, with the exception proposed for groundcover species which are recommended to be sourced from flats, the grass seed mixes, and with the exception of the willows to be planted in the wetland area (see below). Stakes and mulch collars are recommended during planting to protect the starts during establishment and keep the weeds and mowers away from the plants. Willow cuttings can be gathered and planted on site with adherence to the following directions:

Willow (*Salix* sp.) Planting Instructions: Willow cuttings can be taken from large vigorous-growing shrubs and trees from December 15 through February 1 (when plants are dormant) prior to bud swelling. The willow-cutting source shall be within a 15-mile radius of the project area. Length of cuttings shall be 3 feet with a minimum $\frac{3}{4}$ inch diameter at the base and maximum of 3 inches. It is recommended that the bottom of the willow cuttings be cut at a 45-degree angle in order to keep track of the correct orientation of the cutting and to facilitate planting. Cuttings shall be placed in a bucket filled with water prior to planting to avoid desiccation as shall be planted within 24 hours of cutting. Willow cuttings shall be placed with the basal $\frac{2}{3}$ of the slip in the ground, with approximately 10-12 inches above the soil surface. If holes are dug or augured for the willows the soil shall be tampered around each willow slip so no air void occurs.

Schedule

The proposed fence (or temporary construction fencing) will be installed prior to project implementation, to demark and protect the wetland and setback areas during project implementation. The site drainage features will be installed during construction phase, and will be seeded as soon as feasible. Invasive species removal will begin as soon as feasible, and will continue as deemed necessary up until post construction and during plant installation phase. The setback and wetland enhancement areas will be planted during or after the construction phase.

8.0 MANAGEMENT AND MONITORING PLAN

The following sections address monitoring and maintenance to ensure the long-term survival and protection of the restored wetland and planted upland buffer and wildlife corridor areas.

Invasive Species Removal

All feasible non-chemical options should be considered before resorting to herbicide use. These techniques include manual and mechanical removal methods to be utilized as initial procedures

to knock down the dominant invasive plants in advance of planting. The effectiveness of manual/mechanical removal is improved if coupled with a pre-emergent herbicide at time of planting to address the seed bank stored in the soil that will regenerate. Additional strategies discussed below may be employed as part of a maintenance strategy.

Mechanical removal, including hand pulling and mowing, will be the primary means for follow-up control considering wetlands sensitivity and potential impacts to amphibian species. For best results, a combination of a natural herbicide, mowing, hand pulling, mechanical clearing, and over-seeding yields the most successful results for re-vegetation and reduction of non-native plants. Non-native and invasive poison hemlock (*Conium maculatum*) and Himalayan blackberry (*Rubus discolor*) should be removed from the site. Mechanical control of these species has previously been conducted at the site by plowing and/or mowing.

Poison Hemlock

Poison hemlock is a plant that has the ability to spread rapidly in a wide variety of settings from roadsides, to open meadow, fields and pastures, to more mesic habitats of riparian and floodplain habitats. This species does particularly well after a good rain in cleared or disturbed areas. This plant is poisonous to humans, and wildlife -including vertebrates and livestock. Poison hemlock has a long temporal window for seed dispersal from September through December and some remaining seeds disperse in February (California Invasive Plant Council, 2009). The recommended method is manual pulling when the soil is moist and prior to the plants setting seed.

Manual Control: Hand grubbing is an effective method of controlling this biennial herbaceous plant (University of Nevada Cooperative Extension, Cal IPC). The best time to hand pull is when the soil is moist and prior to the plant setting seed. The reproductive parts of the plant occur after the first year of germination in mid-April with the seed being completely developed by mid-June. Follow up pulling is necessary to eliminate remaining and subsequent growth. The following items should be noted:

- The roots do not need to be grubbed;
- The roots must be entirely removed if grazing livestock are present because they are highly poisonous.
- This plant is easily removed when the ground is moist. Gather all the plant pieces after removal and burn.

Mechanical Control: Multiple mowing efforts have been effective at controlling this species, if timed correctly. Spring mowing is encouraged, with a follow up hand pulling in the late summer to kill the regrowth of some individuals and new seedling establishment. Lastly, a final mowing should take place in year three after initial control has started due to the seed bank staying viable for up to three years.

- Repeated late autumn and spring mowing will reduce its competitive ability, deplete carbohydrate energy reserves in the taproot, and prevent seed production.

- Prior to installation of native plantings, a nonchemical option for added assurance of invasive species removal is tilling the ground several times after apparent poison hemlock canes have been manually pulled.

Chemical Control: Post-emergence application of glyphosate can be effective, with best results when applied in early spring. Treating poison hemlock with herbicides may entail repeated applications for a couple of years. Therefore, considering the proximity to sensitive areas, the time and cost involved with follow-up chemical treatment, it is recommended to hand pull this plant to yield the most successful control of this plant.

Himalayan blackberry

This plant is generally known scientifically as *Rubus discolor*, *R. procerus* or *R. fruticosus*, and technically *R. armeniacus*. This is a perennial, sprawling evergreen shrub that flowers from May through June. Seeds germinate in the spring. Individuals live approximately 2-3 years, and can reach a density of 525 canes per square meter. This plant has the ability to reproduce through seeds and vegetatively by cane tips that root. Control and removal of this plant can be considered a two tiered process, with both manual and chemical removal being most effective when used in combination (Cal IPC).

Manual Control: Manual control is only effective for small infestations. The entire root must be removed for this method to work, as this plant can reproduce by root fragments.

- Grubbing roots crowns and major roots can be effective yet time consuming and expensive.
- Multiple years of repeated cutting can also be effective yet time consuming and expensive.
 - Repeated cuttings will eventually exhaust underground energy reserves of the plant.
 - If only one cutting can be done per year, then the plants should be cut when the plants begin to flower.
- Using a weed wrench, the plant and its root can be removed.

Mechanical Control: Mowing is not recommended as an effective means of controlling wild blackberries. In many cases it stimulates the formation of suckers from lateral roots and induces branching. Despite the lack of long-term effectiveness for blackberry control, mowing or chopping can provide short-term canopy reduction that will encourage the growth of grasses and broadleaf plants. If no follow-up is done, the blackberry may re-sprout from the root crown at a greater density, and could overgrow any vegetation planted.

Chemical Control: The following recommendations are provided if chemical control of Himalayan blackberry is planned for use at the project site (Soll, 2004).

- Foliar treatment of resprouted canes in the fall following summer clearing (manual or mechanical) has proven effective in some cases.
- Treating freshly cut stumps with appropriate concentrated herbicide.
- Uncut HBB can be effectively treated in late summer or fall with broadcast application of a variety of herbicides (see herbicide discussion in this report).
- Some herbicides stimulate sucker formation on lateral roots

Biological Control: This plant can also be shaded out with a dense planting of over story vegetation. Planted stock should be protected from the blackberry that may try climb overtop the new vegetation.

- After the Himalayan blackberry has been killed or sufficiently knocked back, then planting of native vegetation should occur (see Table 1 for recommendations), and a native grass seed should be utilized to stabilize bare soil.

Disposal

Both the Himalayan blackberry and poison hemlock can be disposed of by burning of slash piles (offsite or onsite, onsite would require City burn permit).

Irrigation

The plantings for riparian and seasonal wetland will occur in the fall once rains begin. Soil should be moistened before plant installation begins, either from rainfall or human procedures if it is not a normal rainfall year. The upland/wetland boundary tree areas should be planted in the winter, when the plants are dormant, and after the rains have begun. Plantings of tree, shrub, and perennial species should receive a deep watering at time of installation (approximately 10 gallons per individual plant with root ball). Plantings should be irrigated for 24 hours after initial planting if natural rainfall is not imminent. Areas seeded with seed mixes should receive a gentle watering at time of installation

Dry-season irrigation is recommended for upland buffer and riparian communities for the first two years, or until planted trees, shrubs are established. Depending on amount and frequency of precipitation, supplemental watering once every approximately 10 to 15 days may be necessary in order to promote deep root growth and target species establishment. Irrigation should be continued at least until the onset of the cool weather/wet season and/or a prolonged period of early rain in the fall

Irrigation Methods

Water may be provided by drip irrigation system, spraying water from a water truck (only in the western part of the project site, where access is provided by existing roads), sprinklers (not recommended on steep slopes), or a combination of methods.

Frequency and Duration

Watering will occur at least until the onset of the cool weather/wet season and/or a prolonged period of early rain in the fall. Irrigation beyond two years will extend the monitoring period by one year for each year of additional irrigation and the monitoring period will be reset to Year 1 to ensure the plants are self sustaining.

Table 3: Number of Water Events Per Month (During Dry Season)

	1 st Year	2 nd Year	3 rd Year
Trees, Shrubs, Perennials	2 to 3*	2 to 3	As needed
Seed Mix	2 to 3	As needed	As needed
* = Once every 10 to 14 days NOTE: Watering events should be long deep watering versus more frequent short watering. This practice promotes deep root establishment for native species so future watering become less frequent and eventually not required.			

Maintenance

Mowers will be used to weed within the wetland restoration site and setback area, as needed with the appropriate avoidance measures listed below. The weed management can be done periodically until wetland plants and trees are established, with abundance by recommended timing for mowing. Stakes and mulch collars will help to keep the weeds and mowers away from the perennial, tree, and shrub plants. It is recommended that plant collars be used to protect the tree and shrub species from animals and site maintenance activities. It is the owners' responsibility to ensure plant success by employing watering, weeding, and mowing, as necessary. The owner can keep the setback area understory sufficiently clear to discourage vagrant use of the area, for invasive species control, removal of diseased plants and/or dead debris, and as long as the recommended plant distances are maintained for shrub and tree layer (per Table 1). Recommended maintenance activities (described further below) include: mowing, invasive species control, post-emergent herbicide application (if necessary), irrigation, and repair of fencing material as necessary.

If construction schedules preclude application of a pre-emergent herbicide to suppress weeds on the site, it is recommended to mow accessible areas before the weeds set seed prior to grading activities. In this case, prior to planting of the site, mowing should be employed multiple times during the growing season to reduce seed set (Stromberg, 2007). After populations of invasive species have been removed sufficiently, then planting of native vegetation should occur (see Table 1), and a native grass seed should be utilized to revegetate disturbed areas. A follow-up post emergent herbicide is recommended to be applied in the fall before re-vegetation activities at the site commence. By controlling herbaceous weeds the growth and survival of newly planted or seeded material will be greatly enhanced.

Invasive species control will likely require repeated effort for at least several years and possibly throughout the monitoring period. Specific adaptive needs will be identified based on each year

of monitoring, and documented in annual reports. The site may require additional maintenance to avoid re-establishment, and monitoring the site should identify if and when repeat application(s) of invasive species control measures are necessary. Appropriate control methods will be utilized depending on the species, the abundance and distribution of the species, and the location within the site and relative to wetlands or other sensitive resources.

Mowing

Mowing can be used as a surrogate method of maintaining open grassland structure in settings where grazing or fire is not practical, as is practiced at Edgewood Park (Friends of Edgewood Natural Preserve, 2008). Mowing is a reliable tactic that will help reduce unwanted weeds from the site by restricting its growth, and as a method to prevent overgrown areas at the site that historically were illegally used for squatter encampments. The appropriate timing of mowing is to implement before exotic plants have gone to seed.

Mowers can be used on an annual basis to weed around the riparian/setback plantings and wetland site, as needed. Stakes and mulch collars are recommended to help to keep the weeds and mowers away from the plants. Mowing can be implemented for weed management in late summer/fall (October) after riparian plants are established and after the native grasses have gone to seed (can vary from year to year when seeds set). Mowing in the fall can also reduce warm season non-native grasses. Spring mowing can be conducted once non-native grasses have started early growth, yet prior to native grass seeds sprout, thus knocking back the non-native grasses and providing an opening for the more slow-growing native grass species. Assuming the lupine plant flowers from May-June (based on similar subspecies), spring mowing should be excluded from the Lupin-Re-establishment area. Mowing in October is allowable within the Lupin Re-Establishment area, after the plant has flowered and dispersed seeds. Mowing any later than October is not recommended due to potential issues with ground saturation.

Mowing Avoidance Measures:

- Timing of mowing should be planned for **October** after riparian plants are established and after the native grasses have gone to seed (can vary from year to year when seeds are set);
- Spring mowing (**May**) can be conducted as long as it occurs under the following conditions: only hand mowing is allowed in the spring, such as with weed whacker or push mower when the site conditions are wet; additionally the area designated for lupin Re-establishment will not be mowed, and will be fenced off to exclude mowers from this area;
- Heavy machinery should not be used at the site (wetland or setback area) during wet conditions;
- When mowing is difficult on rough and varied terrain, a weed whip, weed whacker, or brush cutter may be used.

Performance Criteria for Restored Wetland Areas

Annual monitoring will occur for three years after the wetland mitigation area is planted. Performance standards for the Campbell Creek apartments Project are intended to be measurable by systematic monitoring methods.

Vegetation Criteria

For wetland communities post-planting cover shall meet the criteria identified Table 4:

Table 4: Seasonal Wetland Annual Performance Criteria

Year	Seasonal Wetland Vegetation Establishment Success Criteria
1	30 percent or greater absolute cover of wetland plant species over restoration areas*
2	40 percent or greater absolute cover of wetland plant species over restoration areas*
3	75 percent or greater absolute cover of wetland plant species over restoration areas*
*No more than 5 percent cover of target invasive plants. No large un-vegetated bare spots (greater than 5 percent) or erosional areas, no evidence of oversaturation or permanent inundation.	

For riparian communities, upland development buffer/setback area at the project site, and wildlife corridor area, not planted with grassland (thus excludes the bio-swale and grassy openings, and focuses on perennial and woody planting areas), the post-planting cover shall meet the annual criteria identified in Table 5:

Table 5: Woody Plants Annual Performance Criteria

Year	Willow Riparian Habitat Success Criteria
1	50 percent or greater absolute native woody plant canopy cover of willows and other native woody plant recruitments. No erosional areas, no evidence of oversaturation or permanent inundation.
2	65 percent or greater absolute canopy cover of willows and other native woody plant. No erosional areas, no evidence of oversaturation or permanent inundation.
3	75 percent or greater absolute canopy cover of willows and other native woody plant. No erosional areas, no evidence of oversaturation or permanent inundation.
No erosional areas, no evidence of oversaturation or permanent inundation. Absolute cover of non-native, target invasive species will not exceed 5 percent during any monitoring year.	

Monitoring

Vegetation monitoring will begin after construction and planting of the restored wetlands (estimated to be ready for monitoring Fall 2011). Monitoring will be repeated annually for three

years. If the success criteria are not accomplished in this three year period or if required by conditions of approval or other requirements, the monitoring will be extended to five years with remedial actions in place to enhance the probability of meeting the success criteria. The final success criteria for year five shall be equivalent to that of the year three standards. In essence, the existing approximately 1.9 acres of wetlands will remain at the site, with enhancement of this area as well as the upland setback/buffer area. Absolute cover of native wetland and riparian plants shall average 75% by year three with no more than 5% cover of target invasive plants, and if not met at year three, then shall meet these criterions by year five.

Vegetation Monitoring Methods

A Project Biologist, or other qualified individual, shall conduct vegetation monitoring in each of the restored areas and submit the results to the City of Arcata in annual reports for a total of three or five monitoring reports over the 3 or 5-year monitoring period.

Vegetative visual assessment will measure plant diversity, stem density, and plant conditions. Using transects and quadrat or circular plot method, an accurate depiction of the site will be evaluated. Monitoring will occur at a minimum one time per year between May and September and should occur roughly within one month each monitoring year for comparison of results from year to year. The results will determine if plant density is less than, equal to, or greater than prescribed success criteria set in the performance criteria.

Transects

Transects will be oriented across the site lengthwise, the baseline running along the north/south axis along Union Street, and will be identified in the field using permanent stakes of wood or rebar. The baseline provides the foundation from which transects will be spaced. Transects lines are to be placed perpendicular to the baseline and are spaced parallel to one another. The start and end of each transect should be GPS located or hand drawn on a scaled map, and shall extend from the baseline, through the wetland, through the setback area, to the edge of development.

In each year that monitoring is to occur, Transect #1 will be placed at a random number between 0 and 20 feet from the south end of the baseline, near the corner of Union and Samoa Streets. A minimum of four (4) transects will be sampled on an annual basis, to be evenly spaced approximately 100 feet from the randomly selected zero point (start location changes each year). If it is deemed by the Project Biologist that more or less transects are appropriate for representative sample size within each habitat type, then the monitoring method will be adjusted with additional transect(s) sampled, if necessary. It is estimated that up to a single day of effort should be adequate to characterize and document conditions at the site on an annual basis with the perspective of native plant success, invasive species control, and providing data for Project Owner to implement adaptive management strategies if necessary.

Quadrats

This sampling method consists of sampling at evenly spaced locations along each transect, within one-meter² (m²) quadrates for herbaceous material and three-m² for trees and shrubs in

order to calculate percent cover and frequency. Data to be collected for each quadrat would include:

- Absolute cover will be recorded for species present. Estimates will be included of bare earth and/or surface water within each quadrat. Data will be collected by strata for tree, shrub, and herb layers.
- The wetland indicator status of each plant in the sample plots will be determined.
- Absolute cover of native and non-native species within each quadrat will be recorded.
- Absolute percent cover of target invasive plants will be recorded.
- Total number of plants (species richness), and total number of native versus non-native plants will be recorded.
- A photograph will be taken of each end of the transect looking over the restored site (with photo direction noted) and representative photos documenting site conditions will be provided as part of annual monitoring reports.
- Photos of representative sampling location shall also be taken to document the percent vegetative cover and particularly if invasives and/or non-natives are present, and will be included with the annual report, if deemed necessary.

Circular Plots

Optional sampling strategy could utilize one-meter diameter circular plots placed along each transect to calculate vegetation density for planting areas containing trees and shrubs. Stems should be counted if vegetation height is 10-inches or greater and is located within the circular plot. Data to be recorded includes plant identification of succeeding vegetation and percent dominance. Stems lower than 10-inches in height should be noted but not counted. A percentage of bare ground present should also be documented.

Circular plots should be spaced in 50-foot intervals along each transect. At each plot the presence of vegetation is recorded. Monitoring should start at opposite ends of the transect; for example if transect #1 starts on the north side of the site, transect #2 should start from the south side of the site and move north.

When vegetation is encountered in a circular plot, the following weighted criteria should be applied:

- 0- No living tree or shrub
- 1- One living tree or shrub
- 2- Two or more living trees or shrubs

By utilizing these methods of observation, plant type, vigor, and density can be measured, thus determining if the wetland restoration is quantitatively meeting prescribed performance criteria and/or if adaptive management procedures should be implemented.

Photo-monitoring

Permanent photo-documentation points will be established within the project site. A minimum of one photo-point per specified habitat type in the planting plan should be taken, to include one photo-point in the setback, wildlife corridor, seasonal wetland (perennial plantings), seasonal wetland seeded, large-leaf lupin re-establishment, and riparian areas will be conducted to document conditions at each restored area.

Photographs will be taken during each monitoring event from the end of each transect looking over the restored areas. Additionally, photo points should be conducted at representative plots to document species coverage, bare ground area(s), and/or presence/absence of invasive species.

Photos will be taken with a digital camera with a moderate wide angle lens (approximately 35mm focal length if a full-frame sensor, approximately 24mm focal length if a DX sensor, at the widest setting if a consumer-level digital camera with a built in zoom). The make and model of camera and type and focal length of lens will be noted in monitoring documentation.

9.0 CONCLUSION

In summary, this restoration plan recognizes that the the project plans include the following wetland protection measures:

1. The project proponent will maintain a minimum 50-foot wildlife corridor along the southern edge of the development, or wider if feasible, providing an upland connectivity area between the two existing wetland areas.
2. An average 70 foot wetland setback will be maintained, with a maximum distance of over 164 feet, and exception to minimum of 40 feet in one location to allow for a single parking space adjacent to existing paved access road.
3. The enhancement of the upland corridor/wetland setback will include transitional plantings (i.e. species that survive along wetland edges) to provide improved function of this area and provide a barrier between the development and the wetland.
4. The revegetation of the wetland with native wetland grass species and *Lupinus polyphyllus*.
5. The wetland restoration area will include wetland transitional plantings (i.e. species that survive along wetland edges) to provide improved function of this area and provide a transition between the development, development setback, and the wetland.
6. Split-rail fencing within the development setback along the edge of the wetland, to provide a physical barrier between the residential use of the property and the remaining and restored natural area.

10.0 LIST OF PREPARERS

The following individuals assisted in preparation of this report:

WINZLER & KELLY



Lia Webb
Professional Soil Scientist / Plant Ecologist

WINZLER & KELLY

Stephanie Klein
Restoration Ecologist

11. REFERENCES

Resources

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Personal Communications

- DFG, 2010. Michael van Hattem, Environmental Scientist, Coastal Conservation Planning, Department of Fish and Game (DFG) pers. comm. September 21.

North Coast Regional Water Quality Control Board

December 1, 2016

Steve Strombeck
P.O. Box 37
Eureka, CA 95502

Dear Mr. Strombeck:

Subject: **Notice of Violation** of Clean Water Act Section 401 Water Quality Certification for the Campbell Creek Apartments; Arcata, Humboldt County

Files: Campbell Creek Apartments, WDID No. 1B11088WNHU, ECM PIN: CW-767317

The North Coast Regional Water Quality Control Board (Regional Water Board) has found that you are in violation of the Clean Water Act section 401 water quality certification (certification)¹ issued to you on September 15, 2011, for the Campbell Creek Apartments Project (Project). This Notice of Violation (NOV) summarizes the violations and provides instructions at the end that may be followed to help you come into compliance.

Violation No. 1—Failure to Provide Mitigation Monitoring Reports as Required by Certification Condition No. 9

Certification number 9 requires:

The Applicant shall implement the October 2010 Restoration Plan for Campbell Creek Apartments (Plan) prepared by Winzler and Kelly. Annual monitoring reports shall be provided to the Regional Water Board each year. Annual monitoring reports shall contain photos of the wetland enhancement areas as described in the Plan. The first wetland mitigation monitoring report shall be submitted to this office within one year of beginning ground disturbing activities on the project. A final wetland mitigation monitoring report shall be submitted which clearly demonstrates the existing 1.64 acres of three-parameter wetlands remain onsite as well as the successful enhancement of all wetlands and the associated setback/buffer area. Wetland enhancement success criteria shall be 75 percent absolute cover of native wetland and riparian plants by year three with no more than 5 percent cover by target invasive plants. If success criteria are not accomplished by the end of the three

¹ A copy of the certification may be found on the Regional Water Board website at:
http://www.waterboards.ca.gov/northcoast/board_decisions/water_quality_certification/pdf/2011/110915_rb1_campbellcrk_401.pdf

year monitoring period the monitoring program shall be extended to five years with remedial actions in place to enhance the probability of meeting the success criteria.

Based upon historical Google imagery, it appears that project construction was completed either in 2012 or 2013. As of the date of this letter, the Regional Water Board has not received any mitigation monitoring reports for the Project and does not know whether the mitigation work was completed or is a success as required in the certification.

Violation No. 2—Failure to Notify the Regional Water Board of a Change in Project Ownership as Required by Certification Condition No. 18

Certification number 18 requires:

In the event of any change in control of ownership of land presently owned or controlled by the Applicant, the Applicant shall notify the successor-in-interest of the existence of this Order by letter and shall forward a copy of the letter to the Regional Water Board at the above address.

To discharge dredged or fill material under this Order, the successor-in-interest must send to the Regional Water Board Executive Officer a written request for transfer of the Order. The request must contain the requesting entity's full legal name, the state of incorporation if a corporation, and the address and telephone number of the person(s) responsible for contact with the Regional Water Board. The request must also describe any changes to the project proposed by the successor-in-interest or confirm that the successor-in-interest intends to implement the project as described in this Order.

Regional Water Board staff contacted Mr. Curtis Santsche, Senior Project Manager at Strombeck Properties by telephone on November 16, 2016, to ask about the status of the mitigation and monitoring reports. While he did not know the status of the mitigation and monitoring reports, he noted that the property was sold in approximately May 2015. As of the date of this letter, the Regional Water Board has not received any correspondence related to the change in control of the Project ownership.

Required Actions

To help the Regional Water Board determine the status of the certification requirements, please provide:

- 1) The date Project construction, including mitigation activities, was completed;
- 2) Confirmation that the Project was constructed consistent with the Project certification application and certification. If the Project was constructed inconsistent with the certification application or certification, provide a description of the inconsistencies;
- 3) Dates of wetland mitigation monitoring events, if any. If monitoring was not performed, provide a statement that monitoring was not performed;
- 4) Dates of wetland maintenance events, if any. If wetland maintenance was not performed, provide a statement that wetland maintenance was not performed;

- 5) All completed mitigation and monitoring reports, if any. If mitigation reports were not performed, provide a statement that mitigation and monitoring reports were not produced. If wetland mitigation and monitoring reports were prepared and submitted to the Regional Water Board, provide the date(s) the reports were submitted;
- 6) Information related to sale of the Campbell Creek Apartments property, including:
 - a. Effective date of ownership change;
 - b. Purchasing entity's full legal name;
 - c. The state of incorporation of the purchasing entity, if a corporation;
 - d. Property sale documentation related to the onsite wetland mitigation area. Requested information includes, but is not limited to, any deed restriction or other similar legal mechanism to protect the onsite mitigation area and maintain compliance with Project permits issued by the Regional Water Board and United States Army Corps of Engineers.

The Regional Water Board requests the above information no later than December 15, 2016. Please be aware that the Regional Water Board may take enforcement actions for violation of conditions of the certification, but not limited to assessment of civil liabilities of up to \$10,000 per day per violation.

Please contact Mr. Stephen Bargsten at Stephen.Bargsten@waterboards.ca.gov or (707) 576-2653.

Sincerely,

Fred Blatt
Division Chief
Nonpoint Source & Surface Water Protection Division

161201_BJT_dp_CampbellCreekApartments_NOV

Certified Return Receipt Requested

cc: Holly Costa, Army Corps of Engineers, Holly.N.Costa@usace.army.mil
Kasey Sirkin, Army Corps of Engineers, L.K.Sirkin@usace.army.mil
(Corps File No. 2002-27513)
David Manthorne, CDFW, David.Manthorne@wildlife.ca.gov
Deirdre Clem, Mayor, City of Santa Rosa, ClemD@lacoassociates.com
Melissa Kraemer, California Coastal Commission, Melissa.Kraemer@coastal.ca.gov

December 9, 2016

DEC 12 2016

Stephen Bargsten

North Coast Regional Water Quality Control Board

5500 Skylane Blvd Suite A

Santa Rosa, California 95403-1072

<input type="checkbox"/> EO	<input type="checkbox"/> WMgmt	<input type="checkbox"/> Admin
<input type="checkbox"/> AEO	<input type="checkbox"/> Timber	<input type="checkbox"/> Legal
<input type="checkbox"/> Reg/NPS	<input type="checkbox"/> Cleanups	<input type="checkbox"/> Date
<input type="checkbox"/>		

Subject: Response to Notice of Violation of Clean Water Act Section 401 Water Quality Certification for the Campbell Creek Apartments; Arcata, Humboldt County
WDID No. 1B11088WNHU, ECM PIN: CW-767317

Dear Mr. Bargsten:

This letter provides a response to the Required Action section of the *Notice of Violation of Clean Water Act Section 401 Water Quality Certification for the Campbell Creek Apartments; Arcata; Humboldt* letter received by Mr. Strombeck, previous owner and developer of this property, dated December 1, 2016. Responses to the Required Actions are listed below:

- 1) Project was constructed in 2014, including mitigation activities (installation of bio swales, 0.25 acres of grading within 1.64 acres of existing and degraded wetlands to create "hummocky micro-topography", and revegetation with a variety of native wetland plants).
- 2) The project was constructed consistent with the project certification application and certification, including:
 - a. 0.25 acres graded within the 1.64 acres of existing and degraded three-parameter wetlands to create "hummocky microtopography."
 - b. Approximately 120 cubic yards of material was excavated to form two round depression areas approximately 6-inches deep.
 - c. The excavated material was placed adjacent to each depression area to create two round mounds approximately 6-inches high.
 - d. The depressions and mounds were revegetated with a variety of native wetland plant.
- 3) Wetland mitigation monitoring was not performed.
- 4) Wetland maintenance events were not performed.
- 5) Completed mitigation and monitoring reports were not produced.
- 6) Information relating to sale of Campbell Creek Apartments property, including:
 - a. May 15, 2015 was the effective date of ownership change.
 - b. Purchasers: Larry A. DeBeni and Lisa K. DeBeni, as Trustees of the DeBeni Family Trust.
 - c. This property was not purchased by a corporation
 - d. *Declaration of Deed Restrictions for Wetland and Creek Protection Zone* was recorded on August 1, 2012 by Steve Strombeck and Tina Strombeck (attached).

Please provide response that you have received this letter prior to the deadline of December 15, 2016.

Sincerely,
LACO Associates



Deirdre Clem
Senior Planner

RECORDING REQUESTED BY
Humboldt Land Title Company
WHEN RECORDED RETURN TO
AND MAIL TAX STATEMENTS TO:

Name **Larry A. DeBeni**
Address **1122 Searles Street**

Eureka, CA 95501

Order No. **00147965-001-AU**

2015-009272-2
Recorded - Official Records
Humboldt County, California
Kelly E. Sanders, Recorder
Recorded by: HLTCO
Rec Fee: \$16.00

Survey Mon Fee: \$10.00

Doc Trf Tax: \$7975.00
Clerk: LH Total: \$8001.00
May 15, 2015 at 10:51:30

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
City of Arcata
Parcel No. 503-202-003

Documentary Transfer Tax is ~~\$7,995.00~~ **7,975.00**

☒ computed on full value of interest or property conveyed, or
☐ full value less value of liens or encumbrances remaining at
the time of sale

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

**STEVE STROMBECK and TINA STROMBECK, as Trustees of the Strombeck Family Revocable Trust
dated May 7, 1991**

hereby GRANT(s) to

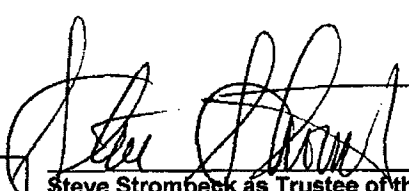
**LARRY A. DEBENI AND LISA K. DEBENI, as Trustees of the DeBeni Family Trust U/D/T dated September
6, 1996**

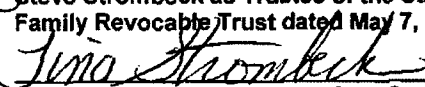
the following real property in the City of **Arcata**,
County of **Humboldt**, State of **California**:

See Exhibit A attached hereto and made a part hereof.

Dated: **April 6, 2015**

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.


**Steve Strombeck as Trustee of the Strombeck
Family Revocable Trust dated May 7, 1991**


**Tina Strombeck as Trustee of the Strombeck
Family Revocable Trust dated May 7, 1991**

State of California
County of **Humboldt**

On **May 14, 2015** before me, **Sam Minton**
a Notary Public, personally appeared

Steve Strombeck and Tina Strombeck

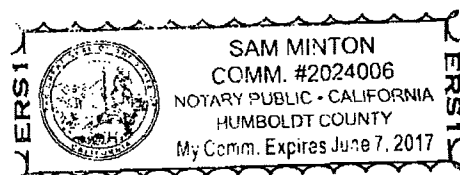
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies) and that by his/her/their
signature(s) on the instrument the person(s), 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 

My commission expires: **6-7-17**



(This area for official notarial seal)

Exhibit A

DESCRIPTION

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

That portion of the Northwest Quarter of Section 33, Township 6 North, Range 1 East, Humboldt Meridian, according to the Official Plat of said land, described as follows:

BEGINNING on the South line of said Section 33 at a point marked by an iron pipe set in the ground and marked RE 1754 and distant South 89 degrees 50 minutes 30 seconds East, 447.44 feet from the Section corner common to Sections 32 and 33 on the boundary of said Township and as shown on a Survey by Larson and MacMillan on file in the Office of the County Recorder of Humboldt County in Book 18 of Surveys, Page 146;

and running thence North 37 degrees 17 minutes 39 seconds East, 779.50 feet;

thence North 0 degrees 56 minutes 19 seconds West, 3057.89 feet to an iron pipe shown on the above mentioned Survey at the Northwest corner of the land described in the Deed to True Dolson Hoyle, recorded September 10, 1964 in Book 804 of Official Records, Page 70, under Recorder's File No. 15622, Humboldt County Records, and the true point of beginning of the parcel of land to be here described;

and running thence from said true point of beginning South 89 degrees 52 minutes 45 seconds East, 400.43 feet to the Westerly line of the right of way to the County of Humboldt and described in Exhibit "C" in the Final Order of Condemnation, recorded December 27, 1963, in Book 767 of Official Records, Page 499, under Recorder's File No. 20974, Humboldt County Records;

and running thence along said right of way Southerly along a curve to the right from a tangent that bears South 9 degrees 47 minutes 08 seconds East, with a radius of 440.0 feet through an angle of 7 degrees 10 minutes 34 seconds for a distance of 55.11 feet; North 87 degrees 23 minutes 26 seconds East, 30.00 feet; South 02 degrees 36 minutes 34 seconds East, 484.55 feet; South 87 degrees 23 minutes 26 seconds West, 10.00 feet and thence Southerly along a curve to the right from a tangent that bears South 02 degrees 36 minutes 34 seconds East, with a radius of 560.00 feet through an angle of 15 degrees 25 minutes 33 seconds for a distance of 150.77 feet to the Northerly line of the parcel of land conveyed to the County of Humboldt and described in Exhibit "B" in the Final Order of Condemnation recorded December 27, 1963 in Book 767 of Official Records, Page 499, under Recorder's File No. 20974, Humboldt County Records;

thence along said last mentioned line South 58 degrees 20 minutes 00 seconds West, 90.97 feet; North 79 degrees 01 minutes 25 seconds West, 150.56 feet; and North 74 degrees 04 minutes 15 seconds West, 207.10 feet to the Southwest corner of said Hoyle land;

thence North 00 degrees 56 minutes 19 seconds West along the West line of said Hoyle land, 650.79 feet to the true point of beginning.

EXCEPTING therefrom the following described land:

BEGINNING at the Northwest corner of the above described land;

thence South 89 degrees 52 minutes 45 seconds East, 400.43 feet to the Westerly line of the right of way to the County of Humboldt and described in Exhibit "C" in the Final Order of Condemnation recorded December 27, 1963 in Book 767 of Official Records, Page 499, under Recorder's File No. 20974, Humboldt County Records;

and running thence along said right of way Southerly along a curve to the right from a tangent that bears South 9 degrees 47 minutes 08 seconds East with a radius of 440.0 feet through an angle of 7 degrees 10 minutes 34 seconds for a distance of 55.11 feet; North 87 degrees 23 minutes 26 seconds East, 30.00 feet; and South 02 degrees 36 minutes 34 seconds East, 249.92 feet;

thence leaving said right of way and running North 89 degrees 52 minutes 45 seconds West, 442.76 feet to a point that bears South 0 degrees 56 minutes 19 seconds East, from the point of beginning;

thence North 0 degrees 56 minutes 19 seconds West, 303 feet, to the point of beginning.

The herein-described land is designated as Parcel 2 on Parcel Map No. 287 on file in the Office of the County Recorder of Humboldt County, California in Book 3 of Parcel Maps, Page 47.

Recording Requested By
City of Arcata, Community Development
Department

When Recorded Mail To:

CITY OF ARCATA, CITY CLERK'S OFFICE
736 F STREET
ARCATA, CA 95521

-020123-9
Recorded - Official Records
Humboldt County, California
Carolyn Crnich, Recorder
Recorded by: CITY OF ARCATA

Clerk: MM Total:\$0.00
Aug 2, 2012 at 16:41:30
CONFORMED COPY

Exempt from recording fee G C 27383

Space above this line reserved for County Recorder

**DECLARATION OF DEED RESTRICTIONS
FOR
WETLAND AND CREEK PROTECTION ZONE**

THIS DECLARATION OF DEED RESTRICTIONS FOR WETLAND AND CREEK PROTECTION ZONE is made on August 1, 2012 by Steve Strombeck and Tina Strombeck, as Trustees of the Strombeck Family Revocable Trust of 1991, hereinafter referred to as "Declarant."

RECITALS

A. Declarant is the owner in fee simple of certain real property in the City of Arcata, County of Humboldt, State of California, located at northwest corner of Samoa Boulevard and Union Street and identified by Assessor Parcel Number: 503-202-003 and more particularly described in Exhibit "A", attached hereto and incorporated herein (hereinafter the "Property").

B. The City of Arcata ("City") has identified the presence on or adjacent to the Property of an environmentally sensitive habitat area ("ESHA") subject to protection and preservation under the City of Arcata Coastal Land Use and Development Guide ("CLUDG") Section 1-0228.

C. The particular ESHA identified on or adjacent to the Property consists of Wetlands and/or a Wetland Setback, more particularly shown and described in Exhibit "B," attached hereto and incorporated herein.

NOW, THEREFORE, Declarant hereby declares that the portion of the Property as shown in Exhibit "B" shall be held, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to the limitations, reservations, covenants, conditions, servitudes, easements, liens and charges contained in this Declaration. The provisions of this Declaration shall be effective immediately upon execution and shall be a burden upon the Property. All restrictions and covenants contained herein are declared to run with the land and shall be binding on the parties having any right, title or interest in said Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of the City of Arcata. In the event the Property is subdivided, this Declaration shall be a burden upon each subdivided parcel that contains any portion of the ESHA as depicted in Exhibit "B."

I. RESTRICTIONS

All uses and activities within the area shown in Exhibit "B" are restricted to those allowable uses and activities as set forth in Exhibit "C," attached hereto and incorporated herein, collectively, the "Restrictions".

II. MISCELLANEOUS

1. Amendments: This Declaration may be amended in whole or in part by a document signed and notarized in a form suitable for recordation in the Official Records of Humboldt County of all of the then-record title holders of the Property and by the City. Any amendment of this Declaration shall be effective upon its recordation in the Official Records of Humboldt County.
2. Enforcement: In the event of any violation of any of the terms, restrictions, covenants, and conditions contained herein, it is agreed that damages are not an adequate remedy and accordingly, the City shall have, in addition to the right to damages as may be established, the right to enjoin such violation or threatened violation and/or shall have the right to and order of specific performance of any such provision. Prior to the commencement of any such action, thirty (30) days prior written notice of a violation shall be given to the then-record owner of the Property.
3. Severability of Provisions: If any provision of this Declaration is held to be invalid or unlawful by final judgment of a court of competent jurisdiction, such invalidity or illegality shall not affect the validity of any other provisions.
4. Attorneys Fees: In the event any action is brought to interpret or enforce any of the terms or provisions of this Declaration, the prevailing party in said action shall be entitled to an award of reasonable attorney's fees.
5. Termination of Restrictions: In the event of unexpected change in the conditions surrounding the Property which necessitates termination of the Restrictions, the then-record owner of the Property may apply to the City Council for the City of Arcata to terminate any or all of the Restrictions. The City Council for the City of Arcata shall consider the application to terminate the Restrictions in the context of the policies and provisions contained within the City of Arcata Local Coastal Program, and its successor documents.
6. Notice: Any notice or demand given or served by Declarant or the City shall be delivered or forwarded by postage prepaid, or by another means of delivery as agreed to between the Declarant or then-record Property owner and City, addressed as follows:

CITY:

City of Arcata
Community Development Department
736 F Street
Arcata CA 95521

DECLARANT:

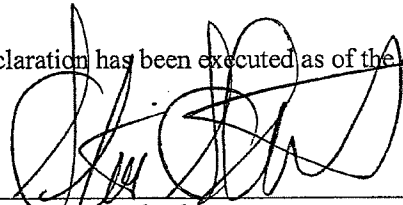
Steve Strombeck and Tina Strombeck, as Trustees of the Strombeck Family Revocable Trust of 1991

Each party may change its address set forth herein by a notice to such effect to the other party.


IN WITNESS WHEREOF, this Declaration has been executed as of the date first above written.

DECLARANTS

8/1/12
Dated


Steve Strombeck

8/1/12
Dated


Tina Strombeck

ACKNOWLEDGMENT

State of California)
County of Humboldt)

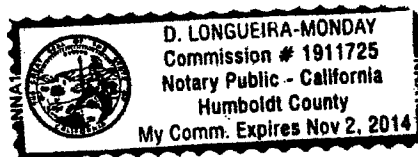
On August 1, 2012 before me D. Longueira-Monday,
personally appeared Steve Strombeck, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ 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

D. Longueira-Monday



(Seal)

ACKNOWLEDGMENT

State of California)
County of Humboldt)

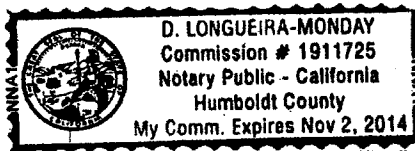
On August 1, 2012 before me D. Longueira-Monday,
personally appeared Tina Strombeck, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized 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

D. Longueira-Monday



(Seal)

Exhibit "A"

PROPERTY LEGAL DESCRIPTION

That certain real property situated in the State of California, County of Humboldt, City of Arcata, described as:

That certain real property situated in the State of California, County of Humboldt, City of Arcata, described as follows:

That portion of the Northwest Quarter of Section 33, Township 6 North, Range 1 East, Humboldt Meridian, described as follows:

BEGINNING on the South line of said Section 33 at a point marked by an iron pipe set in the ground and marked RE 1754 and distant South 89 degrees 50 minutes 30 seconds East, 447.44 feet from the Section Corner common to Sections 32 and 33 on the boundary of said Township and as shown on a survey by Larson and MacMillan on file in the Office of the County Recorder of Humboldt County, in Book 18 of Surveys, Page 146; and running

thence North 37 degrees 17 minutes 39 seconds East, 779.50 feet;

thence North 0 degrees 56 minutes 19 seconds West, 3057.89 feet to an iron pipe shown on the above mentioned survey at the Northwest corner of the land described in the Deed to True Dolson Hoyle, recorded September 10, 1964 in Book 804 of Official Records, Page 70 under Recorder's File No. 15622, Humboldt County Records, and the true point of beginning of the parcel of land to be here described; and running

thence from said true point of beginning South 89 degrees 52 minutes 45 seconds East, 400.43 feet to the Westerly line of the right of way conveyed to the County of Humboldt and described in Exhibit "C" in the Final Order of Condemnation, recorded December 27, 1963 in Book 767 of Official Records, Page 490, under Recorder's file No. 20974, Humboldt County Records; and running

thence along said right of way Southerly along a curve to the right from a tangent that bears South 9 degrees 47 minutes 08 seconds East, with a radius of 440.0 feet through an angle of 7 degrees 10 minutes 34 seconds for a distance of 55.11 feet; North 87 degrees 23 minutes 26 seconds East, 30.00 feet South 02 degrees 36 minutes 34 seconds East 484.55 feet South 87 degrees 23 minutes 26 seconds West 10.00 feet; and

thence Southerly along a curve to the right from a tangent that bears South 02 degrees 36 minutes 34 seconds East with a radius of 560.00 feet through an angle of 15 degrees 25 minutes 33 seconds for a distance of 150.77 feet to the Northerly line of the parcel of land conveyed to the County of Humboldt and described in Exhibit "B" in the Final Order of the Condemnation, recorded December 27, 1963 in Book 767 of Official Records, Page 499 under Recorder's file No. 20974, Humboldt County Records;

thence along said last mentioned line South 58 degrees 20 minutes 00 seconds West, 90.97 feet; North 79 degrees 01 minute 25 seconds West 150.56 feet; and North 74 degrees 04 minutes 15 seconds West, 207.10 feet; to the Southwest corner of said Hoyle land;

thence North 00 degrees 56 minutes 19 seconds West along the West line of said Hoyle land, 650.79 feet, to the true point of beginning.

Continued....

DESCRIPTION CONTINUED

EXCEPTING THEREFROM the following described land:

BEGINNING at the Northwest corner of the above described land:

thence South 89 degrees 52 minutes 45 seconds East, 400.43 feet to the Westerly line of the right of way conveyed to the County of Humboldt and described in Exhibit "C" in the Final Order of Condemnation, recorded December 27, 1963 in Book 767 of Official Records, Page 499 under Recorder's File No. 20974, Humboldt County Records; and running

thence along said right of way, Southerly along a curve to the right from a tangent that bears South 9 degrees 47 minutes 08 seconds East, with a radius of 440.0 feet through an angle of 7 degrees 23 minutes 34 seconds for a distance of 55.11 feet, North 87 degrees 23 minutes 26 seconds East 30.00 feet, and South 02 degrees 36 minutes 34 seconds East, 349.92 feet;

thence leaving said right of way and running North 89 degrees 52 minutes 45 seconds West 442.76 feet to a point that bears South 0 degrees 56 minutes 19 seconds East, from the point of beginning;

thence North 0 degrees 56 minutes 19 seconds West, 303 feet to the point of beginning.

The herein described land is designated as Parcel 2 on Parcel Map No. 287 on file in the Office of the County Recorder of Humboldt County, California in Book 3 of Parcel Maps, Page 47.

A.P. No. 503-202-03

Exhibit "B"

WETLANDS AND WETLAND SETBACK (ENVIRONMENTAL BUFFER) AREA

MAP



APN 503
STEVEN & T
DOC. NO.
PARCEL 2

WETLAND DELINEATION

50' WETLAND BUFFER

SAMOA BLVD.

The map displays a series of elevation contours ranging from 1504 to 1532. A wetland delineation is shown with a stippled pattern, and a 50-foot wetland buffer is indicated by a dashed line. Building footprints are shown with solid outlines, and a road labeled 'SAMOA BLVD.' runs along the bottom edge. Numerous elevation points are marked with numbers like 1504, 1505, 1507, 1508, 1509, 1510, 1511, 1512, 1513, 1514, 1515, 1516, 1517, 1518, 1519, 1520, 1521, 1522, 1523, 1524, 1525, 1526, 1527, 1528, 1529, 1530, 1531, 1532, 1533, 1534, 1537, 1538, 1539, 1540, 1541, 1542, 1543, 1544, 1545, 1546, 1547, 1548, 1549, 1550, and 1551.

APN 503-20
STEVEN & TINA
DOC. NO. 200
PARCEL 2 OF

Exhibit "C"

RESTRICTIONS

To make more certain the full extent of Declarant's obligations and the restrictions on the Property, the Declarant agrees to limit the allowable uses and activities within the Wetland and Creek Protection Zone to the following:

1. Within the Wetland:
 - a. Resource restoration projects;
 - b. Outdoor passive recreational activities such as bird watching, hiking, boating, horseback riding, canoeing, and any other such activities that will not adversely impact wetland functions;
 - c. Education, scientific research, and use of nature trails;
 - d. The maintenance of drainage ditches, swales and stormwater facilities;
 - e. Normal maintenance, repair or operation of existing serviceable structures, facilities, or improved areas;
 - f. Minor modifications of existing serviceable structures where modifications does not adversely impact the wetland functions.
 - g. Fencing to prevent activities and uses from degrading the wetlands;
2. Within the Wetland Setback (Environmental Buffer) Area:
 - a. Open space areas. Improvements shall be limited to paths, fences, stormwater drainage facilities, landscaping and similar features which have a beneficial effect or no significant adverse effect on the wetland shall be allowed.
 - b. All activities permitted in wetlands as prescribed in section 1. (a-f) above.
3. Uses and Restrictions as authorized by the Arcata Planning Commission Action dated February 22, 2011 (File # 090-004-PDP-CDP) located in the Arcata City Hall – Community Development Department, 736 F St, Arcata CA 95521.

The Declarant agrees to provide City access to monitor the Wetland and/or Wetland Setback (Environmental Buffer Area) provided that City gives at least 72 hours advanced notice.

2015-009274-12
Recorded - Official Records
Humboldt County, California
Kelly E. Sanders, Recorder
Recorded by: HLTCO
Rec Fee: \$59.00

RECORDATION REQUESTED BY:

Umpqua Bank
Humboldt Commercial Banking Center
C/O Loan Support Services
PO Box 1580
Roseburg, OR 97470

DA Fraud Fee: \$3.00

WHEN RECORDED MAIL TO:

Umpqua Bank
PO Box 1580
Roseburg, OR 97470

Clerk: LH Total: \$62.00
May 15, 2015 at 10:51:30

SEND TAX NOTICES TO:

Larry A. DeBeni and Lisa K. DeBeni, Trustees of The
DeBeni Family Trust under the provisions of a trust
agreement dated September 6, 1996
1122 Searles Street
Eureka, CA 95501-5612

FOR RECORDER'S USE ONLY

147965- AU

DEED OF TRUST

THIS DEED OF TRUST is dated May 13, 2015, among Larry A. DeBeni and Lisa K. DeBeni, Trustees of The DeBeni Family Trust under the provisions of a trust agreement dated September 6, 1996, whose address is 1122 Searles Street, Eureka, CA 95501-5612 ("Trustor"); Umpqua Bank, whose address is Humboldt Commercial Banking Center, C/O Loan Support Services, PO Box 1580, Roseburg, OR 97470 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Humboldt Land Title Company, whose address is 1034 Sixth Street, Eureka, CA 95501 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters. **(the "Real Property") located in Humboldt County, State of California:**

See "Description", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 305 - 335 Union Street, Arcata, CA 95521. The Assessor's Parcel Number for the Real Property is 503-202-003-000.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. This is an absolute assignment of Rents made in connection with an obligation secured by real property pursuant to California Civil Code Section 2938. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF THE TRUSTOR UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Trustor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Trustor agrees that Trustor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Trustor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Trustor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Trustor represents and warrants to Lender that: (1) During the period of Trustor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Trustor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Trustor nor any tenant, contractor, agent or other authorized user of the Property

DEED OF TRUST (Continued)

Page 2

shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Trustor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Trustor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Trustor or to any other person. The representations and warranties contained herein are based on Trustor's due diligence in investigating the Property for Hazardous Substances. Trustor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Trustor's ownership or interest in the Property, whether or not the same was or should have been known to Trustor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Trustor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Trustor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Trustor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Trustor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Trustor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Trustor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Trustor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Trustor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Trustor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Trustor agrees neither to abandon or leave unattended the Property. Trustor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by applicable law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Trustor shall pay when due (and in all events at least ten (10) days prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Trustor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Trustor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Trustor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and permissible fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Trustor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Trustor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Trustor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Trustor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$25,000.00. Trustor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Trustor can and will pay the cost of such Improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Trustor shall procure and maintain policies of fire insurance with standard extended coverage

DEED OF TRUST (Continued)

Page 3

endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Trustor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Trustor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Notwithstanding the foregoing, in no event shall Trustor be required to provide hazard insurance in excess of the replacement value of the improvements on the Real Property. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Trustor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Trustor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Trustor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Trustor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$1,000.00. Lender may make proof of loss if Trustor fails to do so within fifteen (15) days of the casualty. If in Lender's sole judgment Lender's security interest in the Property has been impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If the proceeds are to be applied to restoration and repair, Trustor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Trustor from the proceeds for the reasonable cost of repair or restoration if Trustor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Trustor as Trustor's interests may appear.

Trustor's Report on Insurance. Upon request of Lender, however not more than once a year, Trustor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Trustor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Trustor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Trustor's failure to discharge or pay when due any amounts Trustor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Trustor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Trustor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Trustor warrants that: (a) Trustor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Trustor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Trustor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Trustor's title or the interest of Trustee or Lender under this Deed of Trust, Trustor shall defend the action at Trustor's expense. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Trustor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Trustor warrants that the Property and Trustor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Trustor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Trustor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to eminent domain and inverse condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any eminent domain or inverse condemnation proceeding is commenced affecting the Property, Trustor shall promptly notify Lender in writing, and Trustor shall promptly take such steps as may be necessary to pursue or defend the action and obtain the award. Trustor may be the nominal party in any such proceeding, but Lender shall be entitled, at its election, to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Trustor will deliver or cause to be delivered to

DEED OF TRUST (Continued)

Page 4

Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If any award is made or settlement entered into in any condemnation proceedings affecting all or any part of the Property or by any proceeding or purchase in lieu of condemnation, Lender may at its election, and to the extent permitted by law, require that all or any portion of the award or settlement be applied to the Indebtedness and to the repayment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation proceedings.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Trustor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Trustor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Trustor which Trustor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Trustor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Trustor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Trustor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. Trustor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Trustor shall not remove, sever or detach the Personal Property from the Property. Upon default, Trustor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Trustor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Trustor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Trustor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refilled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Trustor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Trustor. Unless prohibited by law or Lender agrees to the contrary in writing, Trustor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Trustor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Trustor and at Trustor's expense. For such purposes, Trustor hereby irrevocably appoints Lender as Trustor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Trustor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Trustor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Trustor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Lender may charge Trustor a reasonable reconveyance fee at the time of reconveyance.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Trustor fails to make any payment when due under the Indebtedness.

Other Defaults. Trustor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Trustor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Trustor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

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Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

False Statements. Any warranty, representation or statement made or furnished to Lender by Trustor or on Trustor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of the Trust, the insolvency of Trustor, the appointment of a receiver for any part of Trustor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Trustor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Trustor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Trustor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Trustor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Trustor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Trustor under the terms of any other agreement between Trustor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Trustor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Trustor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default in payment is curable and if Trustor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Trustor, after Lender sends written notice to Trustor demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Trustor under this Deed of Trust, after Trustor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Foreclosure by Sale. Upon an Event of Default under this Deed of Trust, Beneficiary may declare the entire Indebtedness secured by this Deed of Trust immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold the Property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, the Note, other documents requested by Trustee, and all documents evidencing expenditures secured hereby. After the lapse of such time as may then be required by law following the recordation of the notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Property at the time and place fixed by it in the notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement in accordance with applicable law. Trustee shall deliver to such purchaser its deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

Judicial Foreclosure. With respect to all or any part of the Real Property, Lender shall have the right in lieu of foreclosure by power of sale to foreclose by judicial foreclosure in accordance with and to the full extent provided by California law.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code, including without limitation the right to recover any deficiency in the manner and to the full extent provided by California law.

Collect Rents. Lender shall have the right, without notice to Trustor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Trustor irrevocably designates Lender as Trustor's attorney-in-fact to endorse instruments received in payment thereof in the name of Trustor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made,

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whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Trustor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Trustor, Trustor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Trustor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Trustor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Trustor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Trustor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Trustor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Humboldt County, State of California. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Trustor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

Acceptance by Trustee. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

NOTICES. Any notice required to be given under this Deed of Trust shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. Trustor requests that copies of any notices of default and sale be directed to Trustor's address shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Trustor agrees to keep Lender informed at all times of Trustor's current address. Unless otherwise provided or required by law, if there is more than one Trustor, any notice given by Lender to any Trustor is deemed to be

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notice given to all Trustors.

STATEMENT OF OBLIGATION FEE. Lender may collect a fee, not to exceed the maximum amount permitted by law, for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

WAIVE JURY. All parties hereby waive the right to any jury trial in any action, proceeding or counterclaim brought by any party against any other party.

APPRAISAL. If at any time during the term of this Deed of Trust the Lender, in the reasonable exercise of its judgment, determines that it is likely that there has been a material adverse change in the value of the Real Property, Lender may obtain, at Borrower's expense, an appraisal of the Real Property prepared by an appraiser satisfactory to Lender and in a form and substance satisfactory to Lender.

INCONSISTENT STATE AND FEDERAL LAWS. From time to time, state and federal laws are inconsistent such that an activity permitted under state law is prohibited under federal law, or vice versa. As noted elsewhere in this Agreement, Grantor shall at all times comply with all governmental requirements, both federal and state, and cause all tenants, agents and other users of the Property or Collateral to so comply. For example, although the retail sale or distribution of marijuana products is allowed under law in some states, it is now prohibited under the federal Controlled Substances Act and Grantor must comply, and cause tenants, agents and other users to comply, with federal law in this instance.

SURETYSHIP WAIVERS. Except as prohibited by applicable law, Grantor waives any right to require Lender: (a) to continue lending money or to continue to extend other credit to Borrower; (b) to obtain Grantor's consent to any modification or extension of the Indebtedness (except an increase in the principal to be advanced under the Note); (c) to resort for payment or to proceed directly or at once against any person, including Borrower or any Guarantor; (d) to proceed directly against or exhaust any collateral held by Lender from Borrower, any Guarantor or any other person; and (e) to pursue any other remedy within Lender's power. Except as prohibited by law, Grantor also waives: any and all rights or defenses based on suretyship, if applicable, or impairment of collateral or any law which may prevent Lender from bringing any action, including a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; any election of remedies by Lender, which destroys or otherwise adversely affects Grantor's subrogation rights or Grantor's rights to proceed against Borrower, if applicable, for reimbursement; any right to claim discharge of the Indebtedness on the basis of unjustified impairment of any collateral for the Indebtedness or based upon any extension, modification, adjustment, restatement, substitution or amendment of the Note or any other document that evidences the Indebtedness, which is made without Grantor's consent.

ERRORS AND OMISSIONS. Grantor and Borrower shall if requested by Lender or Lender's closing agent fully cooperate with Lender to adjust and correct clerical errors or omissions on any Loan documents and closing documents if Lender in its reasonable discretion, deems it necessary or desirable to maintain compliance with existing laws and regulations or to fulfill the intent of the parties relating to this Loan.

VENUE. The loan transaction that is evidenced by this Agreement has been applied for, considered, approved and made in the State of California. If there is a lawsuit relating to this Agreement, the undersigned shall, at Lender's request, submit to the jurisdiction of the courts of Sacramento County, California except and only to the extent of procedural matters related to Lender's perfection and enforcement of its rights and remedies against the collateral for the loan, if the law requires that such a suit be brought in another jurisdiction. As used in this paragraph, the term "Agreement" means the promissory note, guaranty, security agreement or other agreement, document or instrument in which this paragraph is found, even if this document is described by another name, as well.

JUDICIAL REFERENCE. In any judicial action or cause of action arising from this Agreement or otherwise, including without limitation contract and tort disputes, all decisions of fact and law shall, at the request of either Borrower or Lender or other holder of this Agreement, be referred to a referee in accordance with Section 638 et seq. of the California Code of Civil Procedure if the action is before a court of any judicial district of the State of California. The referee shall prepare written findings of fact and conclusions of law, and judgment upon the referee's award shall be entered in court in which such proceeding was commenced. No provision or exercise of any right under this provision shall limit the right of the undersigned or Lender or other holder of this Agreement to exercise self-help remedies, such as foreclosure against or sale of any real or personal property collateral or security, or to obtain provisional or ancillary remedies from a court of competent jurisdiction before, during or after the pendency of any judicial reference proceeding. The exercise of a remedy does not waive the right of either party to resort to judicial reference. Borrower and Lender further agree that all disputes, claims and controversies between them shall be brought in their individual capacities and not as a plaintiff or class member in any purported class or representative proceeding.

ATTORNEY FEES AND EXPENSES. The undersigned agrees to pay on demand all of Lender's costs and expenses, including Lender's attorney fees and legal expenses, incurred in connection with enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement. Lender may also use attorneys who are salaried employees of Lender to enforce this Agreement. The undersigned shall pay all costs and expenses of all such enforcement. In the event suit, action or other legal proceeding is brought to interpret or enforce this Agreement, the undersigned agrees to pay all additional sums as the referee or court may adjudge reasonable as Lender's costs, disbursements, and attorney fees at hearing, trial, and on any and all appeals. As used in this paragraph "Agreement" means the loan agreement, promissory note, guaranty, security agreement, or other agreement, document, or instrument in which this paragraph is found, even if this document is also described by another name. Whether or not a court action is filed, all reasonable attorney fees and expenses Lender incurs in protecting its interests and/or enforcing this Agreement shall become part of the Indebtedness evidenced or secured by this Agreement, shall bear interest at the highest applicable rate under the promissory note or credit agreement, and shall be paid to Lender by the other party or parties signing this Agreement on demand. The attorney fees and expenses covered by this paragraph include without limitation all of Lender's attorney fees (including the fees charged by Lender's in-house attorneys, calculated at hourly rates charged by attorneys in private practice with comparable skill and experience), Lender's fees and expenses for bankruptcy proceedings (including efforts to modify, vacate, or obtain relief from any automatic stay), fees and expenses for Lender's post-judgment collection activities, Lender's cost of searching lien records, searching public record databases, on-line computer legal research, title reports, surveyor reports, appraisal reports, collateral inspection reports, title insurance, and bonds issued to protect Lender's collateral, all to the fullest extent allowed by law.

SUPPLEMENTAL PROVISIONS ABOUT ASSIGNMENT OF RENTS. As part of Trustor's absolute assignment of leases and Rents under Cal. Civ. Code Section 2938, as amended, Lender agrees that until it exercises its right to collect the Rents and so long as there is no default

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under this Deed of Trust, Trustor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding. For the purpose of facilitating Lender's collection of Rents, Trustor hereby gives and grants to Lender the following rights, powers and authority:

- 1) Lender may send notices to any and all tenants of the Property advising them of the assignment of Rents and directing that all Rents be paid directly to Lender or Lender's agent.
- 2) Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefore, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.
- 3) Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the cost thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and utilities, and the premiums on fire and other insurance effected by Lender on the Property.
- 4) Lender may do any and all things to execute and comply with the laws of the state of California and also all other laws, rules, ordinances and requirements of other governmental agencies affecting the Property.
- 5) Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.
- 6) Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Trustor's name, to rent and manage the property, including the collection and application of Rents.
- 7) If Rents are collected by Lender, then Trustor irrevocably designates Lender as Trustor's attorney in fact to endorse checks and other instruments received in payment thereof in the name of Trustor and negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this section either in person, by agent or through a receiver. The various agencies and powers of attorney conveyed to Lender are granted for purposes of security and may not be revoked by Trustor until such time as the same are renounced by Lender.
- 8) Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Trustor and to have all of the powers of Trustor for the purposes stated in this Deed of Trust.

Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

All costs and expenses incurred by Lender in connection with the Property shall be for Trustor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to these costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender in accordance with this Deed of Trust that are not reimbursed from the Rents shall be part of the Indebtedness secured by this Deed of Trust and shall be payable on demand, with interest at the Note rate from the date of expenditure until paid.

Lender's election to pursue any remedy shall not exclude pursuit of any other remedy and an election to make expenditures or to take action or to perform an obligation of Trustor under this Deed of Trust, after Trustor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Trustor's residence, Trustor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Trustor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of California.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Trustor, shall constitute a waiver of any of Lender's rights or of any of Trustor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

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Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Trustor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Trustor, Lender, without notice to Trustor, may deal with Trustor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Trustor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Umpqua Bank, and its successors and assigns.

Borrower. The word "Borrower" means Larry A. DeBeni and Lisa K. DeBeni, Trustees of The DeBeni Family Trust under the provisions of a trust agreement dated September 6, 1996 and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Trustor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., Chapters 6.5 through 7.7 of Division 20 of the California Health and Safety Code, Section 25100, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Trustor's obligations or expenses incurred by Trustee or Lender to enforce Trustor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means Umpqua Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated May 13, 2015, in the original principal amount of **\$4,850,000.00** from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property. However, should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Personal Property is limited to only those items specifically covered (currently or hereafter) by Coverage A of the standard flood insurance policy issued in accordance with the National Flood Insurance Program or under equivalent coverage similarly issued by a private insurer to satisfy the National Flood Insurance Act (as amended).

Property. The word "Property" means collectively the Real Property and the Personal Property.

DEED OF TRUST
(Continued)

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Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future leases, rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property together with the cash proceeds of the Rents.

Trustee. The word "Trustee" means Humboldt Land Title Company, whose address is 1034 Sixth Street, Eureka, CA 95501 and any substitute or successor trustees.

Trustor. The word "Trustor" means Larry A. DeBeni and Lisa K. DeBeni, Trustees of The DeBeni Family Trust under the provisions of a trust agreement dated September 6, 1996.

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND TRUSTOR AGREES TO ITS TERMS.

TRUSTOR:

X [Signature]
Larry A. DeBeni, Trustee of The DeBeni Family Trust under the provisions of a
Trust Agreement dated September 6, 1996

X [Signature]
Lisa K. DeBeni, Trustee of The DeBeni Family Trust under the provisions of a
Trust Agreement dated September 6, 1996

CERTIFICATE OF ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF HUMBOLDT

On MAY 13, 20 15 before me, KRISTALEE L. CROW, NOTARY PUBLIC
(here insert name and title of the officer)

personally appeared Larry A. DeBeni and Lisa K. DeBeni, 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 Kristalee L. Crow



(Seal)

**DEED OF TRUST
(Continued)**

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(DO NOT RECORD)
REQUEST FOR FULL RECONVEYANCE
(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: _____

Beneficiary: _____

By: _____

Its: _____

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PR-62

Exhibit A

DESCRIPTION

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

That portion of the Northwest Quarter of Section 33, Township 6 North, Range 1 East, Humboldt Meridian, according to the Official Plat of said land, described as follows:

BEGINNING on the South line of said Section 33 at a point marked by an iron pipe set in the ground and marked RE 1754 and distant South 89 degrees 50 minutes 30 seconds East, 447.44 feet from the Section corner common to Sections 32 and 33 on the boundary of said Township and as shown on a Survey by Larson and MacMillan on file in the Office of the County Recorder of Humboldt County in Book 18 of Surveys, Page 146;

and running thence North 37 degrees 17 minutes 39 seconds East, 779.50 feet;

thence North 0 degrees 56 minutes 19 seconds West, 3057.89 feet to an iron pipe shown on the above mentioned Survey at the Northwest corner of the land described in the Deed to True Dolson Hoyle, recorded September 10, 1964 in Book 804 of Official Records, Page 70, under Recorder's File No. 15622, Humboldt County Records, and the true point of beginning of the parcel of land to be here described;

and running thence from said true point of beginning South 89 degrees 52 minutes 45 seconds East, 400.43 feet to the Westerly line of the right of way to the County of Humboldt and described in Exhibit "C" in the Final Order of Condemnation, recorded December 27, 1963, in Book 767 of Official Records, Page 499, under Recorder's File No. 20974, Humboldt County Records;

and running thence along said right of way Southerly along a curve to the right from a tangent that bears South 9 degrees 47 minutes 08 seconds East, with a radius of 440.0 feet through an angle of 7 degrees 10 minutes 34 seconds for a distance of 55.11 feet; North 87 degrees 23 minutes 26 seconds East, 30.00 feet; South 02 degrees 36 minutes 34 seconds East, 484.55 feet; South 87 degrees 23 minutes 26 seconds West, 10.00 feet and thence Southerly along a curve to the right from a tangent that bears South 02 degrees 36 minutes 34 seconds East, with a radius of 560.00 feet through an angle of 15 degrees 25 minutes 33 seconds for a distance of 150.77 feet to the Northerly line of the parcel of land conveyed to the County of Humboldt and described in Exhibit "B" in the Final Order of Condemnation recorded December 27, 1963 in Book 767 of Official Records, Page 499, under Recorder's File No. 20974, Humboldt County Records;

thence along said last mentioned line South 58 degrees 20 minutes 00 seconds West, 90.97 feet; North 79 degrees 01 minutes 25 seconds West, 150.56 feet; and North 74 degrees 04 minutes 15 seconds West, 207.10 feet to the Southwest corner of said Hoyle land;

thence North 00 degrees 56 minutes 19 seconds West along the West line of said Hoyle land, 650.79 feet to the true point of beginning.

EXCEPTING therefrom the following described land:

BEGINNING at the Northwest corner of the above described land;

thence South 89 degrees 52 minutes 45 seconds East, 400.43 feet to the Westerly line of the right of way to the County of Humboldt and described in Exhibit "C" in the Final Order of Condemnation recorded December 27, 1963 in Book 767 of Official Records, Page 499, under Recorder's File No. 20974, Humboldt County Records;

and running thence along said right of way Southerly along a curve to the right from a tangent that bears South 9 degrees 47 minutes 08 seconds East with a radius of 440.0 feet through an angle of 7 degrees 10 minutes 34 seconds for a distance of 55.11 feet; North 87 degrees 23 minutes 26 seconds East, 30.00 feet; and South 02 degrees 36 minutes 34 seconds East, 249.92 feet;

thence leaving said right of way and running North 89 degrees 52 minutes 45 seconds West, 442.76 feet to a point that bears South 0 degrees 56 minutes 19 seconds East, from the point of beginning;

thence North 0 degrees 56 minutes 19 seconds West, 303 feet, to the point of beginning.

The herein-described land is designated as Parcel 2 on Parcel Map No. 287 on file in the Office of the County Recorder of Humboldt County, California in Book 3 of Parcel Maps, Page 47.