

**Recording Requested By and
When Recorded Return to:**

State Coastal Conservancy
1515 Clay St, 10th floor
Oakland, CA 94612

Attn: Legal Counsel: JM

EXEMPT FROM RECORDING FEES -- GOVERNMENT CODE SECTION 6103

**AGREEMENT PROTECTING THE PUBLIC INTEREST
IN CERTAIN IMPROVEMENTS AND DEVELOPMENT
(Public Resources Code § 31116(c))**

This agreement is entered into by the California State Coastal Conservancy ("the Conservancy") the City of Eureka ("the landowner"), and the Redwood Community Action Agency ("the nonprofit organization").

The purpose of this agreement is to protect the public interest in construction and development accomplished with Conservancy funds, as required by California Public Resources Code § 31116(c).

PERTINENT FACTS

- A. California Public Resources Code §§ 31116 authorizes the Conservancy to award grants to nonprofit organizations for the purposes of Division 21 of the Public Resources Code.
- B. The landowner and the nonprofit organization are California nonprofit organizations exempt from taxation under Section 501(c)(3) of the United States Internal Revenue Code and whose purposes are consistent with Division 21.
- C. The landowner owns certain real property ("the property"), located partially in the coastal zone in Humboldt County, California, corresponding to Humboldt County Assessor's Parcel Number 301-031-008, and described in Exhibit A, which is incorporated by reference and attached.
- D. On June 15, 2017, the Conservancy authorized a grant to the nonprofit organization, subsequently awarded under Grant Agreement No. 17-001 to enhance approximately 7,200 feet of Martin Slough and its tributaries, starting at the tide gates at the confluence of Martin Slough and Swain Slough and extending upstream onto the Eureka Municipal Golf Course property. The project includes enhancement of associated wetlands and riparian habitat, with the objectives of enhancing plant, fish, and wildlife habitat, improving water quality, increasing resiliency to climate change, and reducing flooding. The Eureka Municipal Golf Course part of the project involves the restoration of off-channel pond and riparian habitat, brackish marsh,

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and the Martin Slough channel in the property owned by the City of Eureka at the upstream end of the project in the County of Humboldt.

- E. Public Resources Code § 31116(c) requires that the Conservancy execute an agreement sufficient to protect the public interest in any improvements or development constructed under its grant; this agreement must be recorded in the county in which the real property is located.
- F. The grant referred to above was conditioned on the nonprofit organization, the landowner, and the Conservancy executing and recording an agreement to protect the public interest in all improvements or developments constructed with Conservancy funds, as required by Public Resources Code § 31116(c).

THE LANDOWNER, THE NONPROFIT ORGANIZATION, AND THE CONSERVANCY AGREE AS FOLLOWS, in order to carry out the purposes of Public Resources Code § 31116(c), and in light of the Pertinent Facts, above:

1. **DURATION**. The term of this agreement shall be from the date last signed by a party below, through the reasonable lifetime of the improvements made with Conservancy funds, but in no event less than twenty years from commencement.
2. **MAINTENANCE AND OPERATION**. During the term of this agreement, the landowner and the nonprofit organization shall maintain and operate the property and the improvements made with Conservancy funds and shall use the property and improvements in a manner consistent with the purposes of the Conservancy's grant to the nonprofit organization, which include the enhancement of wetland and aquatic habitat on the property.
3. **IMPLEMENTATION**. The nonprofit organization shall implement site improvements on the property in accordance with Grant Agreement No. 17-001, including, without limitation, excavating channel and wetland features and enhancing riparian habitat along Martin Slough with the objectives of enhancing plant, fish, and wildlife habitat, improving water quality, increasing resiliency to climate change, and reducing flooding.
4. **SUCCESSORS TO THE NONPROFIT ORGANIZATION**. If, for any reason, including, but not limited to the dissolution and winding up of the nonprofit organization, the nonprofit organization is unwilling or unable to meet its obligations under this agreement, the Executive Officer of the Conservancy shall have the right to designate a public entity or nonprofit corporation to assume the responsibilities of the nonprofit organization under this agreement.
5. **SUCCESSORS IN INTEREST**. The terms of this agreement shall be binding on all successors and assigns of the parties to this agreement.
6. **FORBEARANCE NOT A WAIVER**. Any forbearance on the part of the Conservancy, or its successor in interest, to enforce the terms and provisions of this agreement in the event of a

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breach shall not be deemed a waiver of the Conservancy's right regarding any subsequent violation or breach.

7. **SEVERABILITY**. If any of the provisions of this agreement are found by a court of law to be of no force or effect, the validity of all other provisions shall be unaffected.
8. **NOTICES**. Notices issued pursuant to this agreement shall be sent to the following addresses (or to a subsequent address of which notice has been provided in writing):

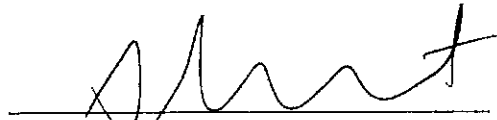
State Coastal Conservancy
1515 Clay Street, 10th floor
Oakland, CA 94612

City of Eureka
531 K St
Eureka, CA 95501

Redwood Community Action Agency
904 G St
Eureka, CA 95501

9. **RECORDATION**. This agreement shall be recorded in the official records of the County of Humboldt.
10. **LOCUS OF CONTRACT**. This agreement is entered into in the County of Alameda, California.

STATE COASTAL CONSERVANCY



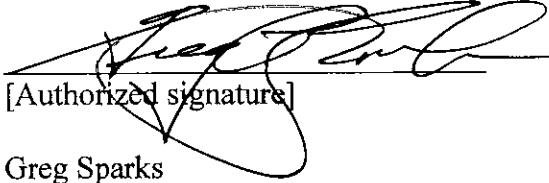
Samuel Schuchat
Executive Officer

6/22/18

Date

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Martin Slough Enhancement, Humboldt County

CITY OF EUREKA



[Authorized signature]

Greg Sparks
City Manager

6/13/18
Date

REDWOOD COMMUNITY ACTION AGENCY



[Authorized signature]

Val Martinez
Executive Director

6/13/18
Date

[ADD ACKNOWLEDGMENTS]

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34. thence East along said section line 42.03 feet to a point distant west thereon 288.12 feet from the quarter section corner on the north line of said Section 3;
35. thence on a curve with a central angle of 57 degrees 47 minutes 15 seconds, a radius of 169.51 feet and arc distance of 170.96 feet and a long chord which bears south 43 degrees 53 minutes 37 seconds East and a length of 163.81 feet;
36. thence on a tangent to the last mentioned curve south 72 degrees 47 minutes 15 seconds East 50.78 feet;
37. thence on a curve to the right with a central angle of 76 degrees 00 minutes 45 seconds, a radius of 226 feet and an arc distance of 299.83 feet;
38. thence on a tangent South 3 degrees 13 minutes 30 seconds West 118.53 feet;
39. thence on a curve to the left with a radius of 200 feet and a central angle of 29 degrees 34 minutes 30 seconds, a distance of 103.24 feet;
40. thence south 26 degrees 21 minutes East 553.23 feet;
41. thence along a curve to the left with a radius of 200 feet and a central angle of 39 degrees 35 minutes, a distance of 138.17 feet;
42. thence south 65 degrees 56 minutes East 220.19 feet;
43. thence along a curve to the left with a radius of 200 feet through a central angle of 19 degrees 12 minutes 26 seconds, a distance of 67.05 feet;
44. thence south 85 degrees 08 minutes 26 seconds East 165.16 feet, more or less, to the southwest corner of Lot 14 of Fairway Park Unit Two, recorded in Book 13 of Maps, Pages 144-145, Humboldt County Records;
45. thence along the south line of said Lot 14 South 85 degrees 08 minutes 26 seconds East 73.76 feet;
46. thence along a curve to the left with a radius of 100 feet through a central angle of 26 degrees 44 minutes 03 seconds, a distance of 46.66 feet;
47. thence North 68 degrees 07 minutes 32 seconds East 8.67 feet;
48. thence along a curve to the left with a radius of 15 feet through a central angle of 86 degrees 13 minutes 10 seconds, a distance of 22.57 feet to the Westerly line of Fairway Drive;

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49. thence in a southerly direction along the westerly line of Fairway Drive along a curve to the left with a radius of 440 feet through a central angle of 15 degrees 54 minutes 22 seconds, a distance of 122.15 feet, more or less, to the point of beginning.

Being a portion of Lots 5 and 6 in Block 7 of said Nob Hill Tract, and a portion of the East Half of the Northwest Quarter and of the East Half of the southwest Quarter and of the West Half of the Northeast Quarter and of the Northwest Quarter of the Southeast Quarter of section 3, Township 4 North, Range 1 West, Humboldt Meridian.

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

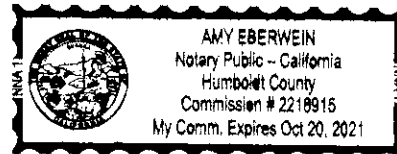
On June 13, 2018 before me, Amy Eberwein, notary public
(insert name and title of the officer)

personally appeared Gregory Louis Sparks
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



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State of California
County of Humboldt

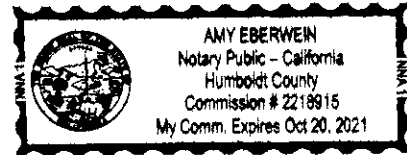
On June 13, 2018 before me, Amy Eberwein, notary public
(insert name and title of the officer)

personally appeared Valerie Diane Martinez,
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 [Signature] (Seal)



ACKNOWLEDGMENT

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State of California

County of Alameda

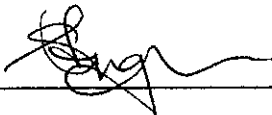
On 6/2/2018 before me, Ashmika Singh, Notary Public
(insert name and title of the officer)

personally appeared Samuel Schuchat,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

