



AGENDA ITEM 7A

MEETING: May 21, 2025
TO: Humboldt LAFCo Commissioners
FROM: Colette Santsche, Executive Officer
SUBJECT: **Updated Water Service Agreement between the Garberville Sanitary District and the Southern Humboldt Community Park and Amendment to LAFCo Resolution No. 19-05**

The Commission will consider adopting Resolution No. 25-05, amending Resolution No. 19-05 (adopted on September 18, 2019), as previously amended by Resolution No. 23-04 (adopted July 19, 2023). These prior actions authorized the Garberville Sanitary District (GSD) to extend water service outside its jurisdictional boundary to designated areas and uses on APN 222-091-015, the Southern Humboldt Community Park (SHCP) property, pursuant to Government Code Section 56133. The proposed amendment is necessary to acknowledge and incorporate an updated Water Service Agreement between GSD and SHCP, which allows for the installation of spigots on the park's private waterline located behind the GSD meter.

California Government Code Section 56133 requires cities and special districts to request and receive written approval from LAFCo before providing new or extended services outside its jurisdictional boundaries. The Commission has policy and criteria that limits its outside agency service authorizations to circumstances where sufficient service capacity exists, annexation would not be practicable, and the request is consistent with Commission policies and the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

BACKGROUND

The Southern Humboldt Community Park (SHCP) is a 405-acre park located in Southern Humboldt County approximately 1 mile west of Garberville along Sprowel Creek Road (APN 222-091-015). On September 18, 2019, Garberville Sanitary District (GSD) received LAFCo approval for an extension of water services outside the District boundary to designated areas and uses at the SHCP in accordance with Government Code Section 56133 (LAFCo Resolution No. 19-05, Attachment A). As originally proposed, a new ¾" meter would be installed off the existing 8" waterline constructed adjacent to Tooby Ranch Road for the purposes of supplying potable water using existing onsite waterlines to the existing residences and outbuildings at the SHCP property and to public water fountains for public users of the park. As part of the outside agency services authorization, LAFCo approved an Addendum to the Initial Study/Mitigated Negative Declaration prepared for GSD Annexation Project (LAFCo Resolution No. 19-04).

Subsequent to LAFCo approval, GSD requested to change the location of the water connection. On July 19, 2023, LAFCo adopted Resolution 23-04 (Attachment B), which amended Resolution 19-05 to change the location of the water connection from Tooby Ranch Road to Sprowel Creek Road, consistent with the updated Water Services agreement between GSD and SHCP.

DISCUSSION

In April 2025, SHCP submitted a request to GSD to include two existing spigots and two new spigots as allowable uses under the Water Services Agreement. All water connections and associated beneficial uses will remain within areas approved for water service and SHCP will continue to operate within the monthly water allocation specified in the agreement.

On April 22, 2025, the GSD Board adopted the First Amendment to the Updated Water Services Agreement (Attachment C), authorizing the inclusion of spigot uses.

Following the Board's action, GSD submitted the updated agreement and supporting documentation to LAFCo for consideration in accordance with LAFCo regulations governing changes to approved out of agency water service uses.

LAFCo Resolution No. 19-05, as amended, is proposed to be further amended to incorporate reference to the Updated Water Services Agreement, which includes the installation and use of spigots. These spigots are considered consistent with previously authorized service areas and uses, provided all water use remains within the established allocation and supports activities identified in the agreement.

RECOMMENDATION

Staff recommends the Commission adopt Resolution No. 25-05 (Attachment D), thereby amending LAFCo Resolution No. 19-05, a Resolution Authorizing the Garberville Sanitary District to provide water services outside the District boundary to APN 222-091-015 (Southern Humboldt Community Park). As part of this action, the Commission finds that the proposed change is so minor in nature that it does not present any new environmental impacts not already considered, does not constitute a substantial change, and that no subsequent or supplemental environmental documentation is required.

Attachments

- Attachment A: Adopted LAFCo Resolution 19-05
- Attachment B: Adopted LAFCo Resolution 23-04
- Attachment C: GSD Correspondence and Related Attachments
- Attachment D: Draft Resolution 2025-05

RESOLUTION NO. 19-05**AUTHORIZING THE GARBERVILLE SANITARY DISTRICT TO PROVIDE
WATER SERVICES OUTSIDE THE DISTRICT BOUNDARY
TO APN 222-091-015 (SOUTHERN HUMBOLDT COMMUNITY PARK)**

WHEREAS, the Humboldt Local Agency Formation Commission (hereinafter referred to as "Commission") is responsible for authorizing cities and special districts to provide new or extended services by contract or agreement outside its jurisdictional boundaries pursuant to California Government Code Section 56133; and

WHEREAS, the Commission received an application from the Garberville Sanitary District (hereinafter referred to as "District") requesting authorization to extend water services outside its jurisdictional boundary to designated areas and uses on the Southern Humboldt Community Park (hereinafter referred to as property "Owner") property (APN 222-091-015); and

WHEREAS, the designated areas to receive water are part of a larger property, known as the Southern Humboldt Community Park. Future uses requiring water service are still in the planning stages and would trigger annexation. A separate application to LAFCo will be necessary for annexation to the Garberville Sanitary District; and

WHEREAS, the current property owner has requested a water service connection from the Garberville Sanitary District in order to serve designated uses, areas and residences on the property; and

WHEREAS, the subject property is located within the District's adopted Sphere of Influence; and

WHEREAS, an existing water line is located on Tooby Ranch Road, adjacent to the parcel and could be extended a short distance to serve the proposed use; and

WHEREAS, the Commission reviewed and considered the Executive Officer's report and recommendation; and

WHEREAS, the Commission heard and fully considered all the evidence presented in the proposed services extension at a public meeting held on September 18, 2019.

NOW, THEREFORE, BE IT RESOLVED by the Commission as follows:

1. The Commission, as responsible agency, has prepared, circulated, considered, and adopted an Addendum to the Garberville Sanitary District Annexation Project: Change in Jurisdictional Boundary and Place of Use Final Recirculated Initial Study/ Mitigated Negative Declaration - SCH#2012032025 pursuant to California Environmental Quality Act (CEQA) Guidelines.

2. The Commission has considered the factors determined to be relevant to this proposal, including, but not limited to, the sphere of influence, available infrastructure and services capacity, and other factors specified in Government Code Section 56133, and as described in the staff report.
3. The Commission hereby authorizes the District to provide water services outside its jurisdictional boundary to APN 222-091-015, subject to the following conditions:
 - a. The Garberville Sanitary District and property owner shall enter into Water Service Agreement regarding Out of District Services to APN 222-091-015, as attached in Exhibit B, and appropriately recorded with Humboldt County. The Agreement shall include a provision that limits the extension of water services to designated areas of the subject property, as shown in Exhibit A and not to any other properties. Any expansion or intensification of water services on said property, beyond those uses presented in the Service Agreement as shown in Attachment B, shall be considered a new request, and subject to LAFCo review. This Service Agreement shall automatically terminate at such time as the subject property is annexed to the Garberville Sanitary District.
 - b. The Owner enters into agreement with the District consenting to future District Annexation or Reorganization. The agreement shall include the following terms and be appropriately recorded with County of Humboldt: Owner hereby irrevocably consents to and petitions for the future annexation of his or her property to the Garberville Sanitary District and agrees to cooperate in such annexation upon the District's or LAFCo's request, including the payment of applicable processing fees for the annexation of the Property. Owner understands and agrees that this consent/petition to annexation includes all obligations attendant upon annexation, including all taxes, assessments, and fees that the District imposes upon property within the District.

Owner and the District also agree that any lease, rental agreement, or other agreement now or hereafter executed by Owner, or by any person succeeding to Owner's interest in the fee title to the Property or any part thereof, which grants to a natural person or persons the right to possess and occupy the Property or any part thereof as a personal residence shall contain the following covenant:

"This agreement and the right of lessee or tenant to possess and occupy the property leased or rented pursuant to this agreement shall be subject to the provisions of the Annexation Agreement which was executed and recorded against such property at the time of and as a condition of extending services to the property. That agreement contains a complete and irrevocable consent to annexation of the property leased or rented pursuant to this agreement to the Garberville Sanitary District and is binding on all persons possessing and occupying such property."

Owner and the District agree that in the event that Owner and/or any other person or legal entity hereafter succeeding to Owner's interest in and to the Property or any part thereof seek to protest annexation of the Property or any

part thereof to District contrary to and in breach of the provisions of this agreement, LAFCo and the District shall be entitled to take the following actions:

- i. LAFCo shall treat this consent as the binding decision and action of the Owner for all purposes under the Cortese-Knox-Hertzberg Act (Government Codes Sections 56000 et.seq.) and any objection or protest shall be null and void and may be disregarded by LAFCo in determining objections and/or the value of all protests to such annexation.
 - ii. In addition to the above, if deemed necessary, LAFCo and the District may legally enforce this agreement and covenant against Owners or their successors in the state courts of Humboldt County.
- c. All LAFCo fees must be paid in full, or a payment plan in place, prior to the extension of service authorization becoming effective.

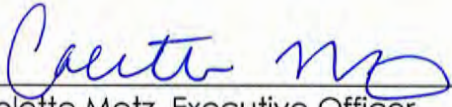
PASSED AND ADOPTED at a meeting of the Humboldt Local Agency Formation Commission on the 18th of September, 2019, by the following roll call vote:

AYES: Commissioners: Avis, Lake, Nicolini, Bass, Fennell, McPherson, Long
NOES: Commissioners: None.
ABSENT: Commissioners: Pitino
ABSTAIN: Commissioners: None.



Estelle Fennell, Chair
Humboldt LAFCo

Attest:



Colette Metz, Executive Officer
Humboldt LAFCo

Attachment: Exhibit A, Service Areas map
Attachment: Exhibit B, Water Service Agreement

EXHIBIT B

Water Service Agreement

Recording Requested By and
When Recorded Return To:

Garberville Sanitary District
P.O. Box 211
Garberville, CA 95542

APN: 222-091-015

Space Above this Line for Recorder's Use Only

WATER SERVICE AGREEMENT

THIS WATER SERVICE AGREEMENT (this "Agreement") is entered into as of _____, 2019 (the "Effective Date"), by and between the Garberville Services District (hereinafter "GSD" or "District"), a California public entity, and the Southern Humboldt Community Park (hereinafter "SHCP"), a California non-profit public benefit corporation. Where collective reference is intended, SHCP and the District are referred to as the "Parties" in this Agreement.

Recitals

A. WHEREAS, SHCP is the owner of that certain real property commonly known as the Southern Humboldt Community Park located at 1144 Sprowel Creek Road, Garberville, California (APN 222-091-015) and more particularly described in **Exhibit A** attached hereto and made a part hereof (the "SHCP Property").

B. WHEREAS, the SHCP Property is used as a public park

C. WHEREAS, an "Application Form for Cities and Districts to Provide Services Outside Agency Boundaries to LAFCo" has been submitted and is currently pending before the Humboldt Local Area Formation Commission (the "Outside Service Application"), which, if approved, would allow the District to supply water to SHCP;

D. WHEREAS, SHCP would like a metered water connection to the District's existing treated waterline, if and when the Outside Service Application is approved by LAFCo, for the purposes of providing potable water to the existing residences and outbuildings at the SHCP Property and to public water fountains for public users of the park;

NOW, THEREFORE, incorporating the foregoing recitals of fact and for good and valuable consideration the adequacy and receipt of which is hereby acknowledge, the Parties agree as follows:

Agreement

1. Water Meter Connection. Contingent and conditional upon (i) LAFCo's approval of the Outside Service Application and (ii) the California State Water Resources Control Board's ("SWRCB's") approval of the SHCP Property as part of GSD's Place of Use permit and license, the District shall allow SHCP, at SHCP's sole cost and expense, to install one (1), three-quarter inch (¾") meter for one (1) new service connection from Tooby Ranch Road off of the existing 8" waterline that was constructed adjacent to the Tooby Ranch Road, to serve only the existing residences and outbuildings on the SHCP Property existing as of the Effective Date and public water fountains to be constructed on the SHCP Property in the area depicted as the "Proposed Water Service Areas" on the Diagram attached hereto as **Exhibit B**. This meter will be billed as a multi-family residential account. SHCP will directly pay and/or reimburse GSD for all fees, costs and expenses, of every type and nature, including, without limitation, costs for environmental and engineering studies and application fees, incurred from or with retained consultants, public agencies, and other persons or entities related to the assessment and inspection of the meter. These obligations include, without limitation, reimbursement for all consultant's fees, LAFCo charges, administrative costs, staff time, and costs and fees for any environmental studies or assessments required by SWRCB and/or LAFCo, and/or any other authority related to the SHCP application for water service.

The District will pay for the first \$5,000 of consultant costs associated with Jennie Short preparing and processing the application to LAFCo and SWRCB for water service. SHCP shall provide a \$2,000.00 deposit towards these fees and will be billed monthly (or quarterly at the District's option) for actual expenses incurred. SHCP will reimburse GSD for all amounts billed beyond the deposit. Once the total amount due is known, an amortization schedule (with a 0% interest rate, quarterly payments for a thirty-six (36) month repayment term) will be prepared by GSD and provided to SHCP.

SHCP agrees to accept the District or consultant's estimate of what portion of total costs were associated with the SHCP application as conclusive. SHCP acknowledges that LAFCo may not estimate what their charges will be, and the amount of the LAFCo charges are out of the District's control and will be invoiced by LAFCo as they are incurred. SHCP will pay all LAFCo charges directly to LAFCo upon receipt of the LAFCo invoice.

2. Additional Water Connection Requirements. If the waterline referenced in Section 1 is constructed, prior to the commencement of water service SHCP agrees, at SHCP's sole cost and expense, to design and install water pressure reducing equipment and backflow prevention equipment (and associated equipment) meeting specifications satisfactory to the District and the Division of Drinking Water at SWRCB, in the District's discretion. SHCP agrees to design, construct, and maintain the pressure reducing equipment and backflow prevention equipment to insure it is compatible with the water pressures occurring on the transmission line. The design and specifications applicable to the water pressure reducing equipment and backflow prevention equipment shall be reviewed and approved by the District

prior to installation. In addition to the foregoing, before water service is provided SHCP will be obligated to pressure test all waterline line infrastructure located on the SHCP Property to the satisfaction of GSD.

3. Maintenance Obligations. If installed, SHCP is responsible for the installation and maintenance of all water lines located behind the GSD water meter, including maintenance of the water pressure reducing equipment and backflow prevention equipment.

4. Connection Fee Reduction. If the waterline is constructed, GSD shall impose no water connection fee on SHCP. However, SHCP will unilaterally bear all costs and expenses associated with the installation of the new water meter, and the design and installation of the water pressure reducing equipment, backflow prevention equipment, and any other equipment necessary for the water system to function from the connection point of the SHCP water meter. SHCP will reimburse GSD for all fees, costs and expenses, of every type and nature, for costs related to the equipment design, installation and inspection.

5. Limitations on Water Service Connection Use. The new three-quarter inch (¾”) water meter and associated waterlines shall be used for residential purposes only at the existing facilities and for public recreation drinking fountain uses, as described in Section 1 of this Agreement, and shall not be used to serve future development on the SHCP Property. Any proposed water usage for future development purposes on the SHCP Property will be evaluated by the District based upon the District’s available water supply at such time as SHCP requests any expanded uses and shall require subsequent written approval by the District, the County of Humboldt, annexation into the jurisdictional boundary by Humboldt LAFCo, and all governmental agencies and regulatory bodies having authority over such usage. SHCP expressly acknowledges that nothing in this Agreement shall constitute the District’s express or implied consent or ability to provide water service to any structures or areas on the SHCP Property other than those existing structures identified in Section 2 of this Agreement. Water service shall not be extended to other structures on or portions of the SHCP Property without the prior written approval of GSD, which can be granted or denied in GSD’s exclusive discretion. In addition to the foregoing:

5.1. Any water usage on the SHCP Property shall not exceed two thousand (2000) cubic feet per calendar month. The area of usage shall be expressly limited to those portions of the SHCP Property approved for water service by Humboldt LAFCo and within the GSD permitted “Place of Use”, contingent upon approval of the GSD Application.

5.2. Any water usage on the SHCP Property will be monitored monthly in conjunction with the reading of the water meter. GSD shall notify SHCP if and when the usage reading exceeds 2,000 cubic feet per month. GSD shall have the right and option, in its discretion, to shut off the meter if the usage is more than 3,000 cubic feet per month

for any two months in a twelve (12) month period. As of the Effective Date of this Agreement, SHCP acknowledges that it does not need to exceed nor intend to exceed the 2,000 cubic feet per month restriction to serve the existing improvements located on the SHCP Property described in Section 1 of this Agreement.

5.3. The area(s) on the SHCP Property served by the water meter contemplated for construction in Section 1 of this Agreement must at all times be consistent with the Humboldt LAFCo approved water service area and the California State Water Resources Control Board approved Place of Use restrictions on GSD water service.

5.4. Should SHCP, at any time, petition GSD to expand the service area, change the proposed uses for the water service, or need to increase the quantity of water consumed each month beyond those recited in this Agreement, then SHCP will be required to annex the SHCP Property into the GSD jurisdictional boundary. This will include following any process required by Humboldt LAFCo process for annexation. Any change in service area will also require a change in Place of Use subject to the approval of the SWRCB Division of Water Rights.

6. District Obligations. GSD shall have no obligation to allow SHCP to install the water meter described unless and until all contingencies to installation recited in this Agreement are first satisfied, expressly including, without limitation, (i) LAFCo's approval of the Outside Service Application, and (ii) the California State Water Resources Control Board's ("SWRCB's") approval of the SHCP Property as part of GSD's Place of Use permit. SHCP acknowledges that GSD does not unilaterally control satisfaction of these contingencies, and they involve discretionary approvals by third party public entities. GSD shall have no obligation to satisfy the contingencies recited in Sections 2 and 5 of this Agreement within any definitive time period, and if and when it becomes clear, in the District's discretion, that these contingencies can not be satisfied, the District may stop pursuing satisfaction. The District expressly reserves to the right, in its discretion, to modify, alter and/or drop and not pursue (i) the Outside Services Application and (ii) any and all revisions to its Place of Use permit(s) with the SWRCB. SHCP will remain responsible for reimbursing GSD for expenses incurred as recited in Section 4 of this Agreement, regardless of whether the applications are approved or denied.

7. Disputes/Mediation/Litigation/Attorneys Fees. If any dispute with regard to this Agreement develops between SHCP and the District that the Parties can not voluntarily resolve, the Parties shall first submit the dispute to one (1) session of non-binding mediation with a panel mediator appointed by the JAMS Mediation Service in California. Mediation can be invoked by either party by issuing written demand to the other. If mediation is invoked, the Parties shall equally share in the cost of mediation. If no resolution of the dispute is reached after conducting a non-binding mediation session, the Parties may litigate their dispute in the Superior Court of Humboldt County, California, which is designated as the Court having jurisdiction and venue of any disputes relating to this Agreement. If a party commences

litigation without first attempting to mediate the dispute or refuses to mediate after a demand is issued by the other party, the Humboldt County Superior Court shall have the power to compel mediation, and impose reasonable attorney's fees and costs on the party refusing mediation. If mediation fails and litigation ensues, the prevailing party in any such litigation shall be entitled to an award of reasonable attorney's fees and costs from the adverse party.

8. Restrictions on Transfer or Assignment of the SHCP Property. The approval by GSD to provide water to SHCP for use on the SHCP Property is extended solely to SHCP and cannot be assigned by SHCP to any future property owners of the SHCP Property without the express written consent of GSD. GSD may withhold its consent to any requested assignment by SHCP in GSD's sole discretion. In the event the SHCP Property is transferred at any point in time including, without limitation, any transfer by sale, gift, foreclosure, or other means, the water connection and service contemplated by this Agreement will be subject to immediate termination unless and until the GSD Board of Directors reviews and approves, in GSD's complete and sole discretion, an application by the new owner for water service and identifies the type of use, the use areas on the SHCP Property, and the quantity of use requested by any new owner or transferee of the SHCP Property. The GSD Board of Directors shall have complete discretion to approve or reject any application for continued water service in the event the SHCP Property is transferred or sold, and, if approved, may impose such conditions as the GSD Board of Directors deems appropriate. SHCP acknowledges that it is bound by Section 4.9.c (as well as all other provisions as amended from time to time) of the GSD Water Ordinances which states: "[a] service connection shall not be used to supply adjoining property of a different owner or to supply property of the same owner across a street or alley". The water delivered under this Agreement to this connection cannot be transmitted across the SHCP Property boundary for any purpose even with existing or future water easements.

9. Binding Effect. The Parties to this Agreement mutually agree that it shall be binding upon their respective heirs, personal representatives, successors and assigns.

10. Entire Agreement. This Agreement, along with the attached exhibits and additional deeds and conveyancing instruments contemplated hereby, represent the entire Agreement between the Parties in connection with the transactions contemplated hereby and the subject matter hereof. This Agreement may not be modified except by a written agreement signed by both SHCP and the District.

11. Waiver. No waiver by any party at any time of any breach of any provision of this Agreement shall be deemed a waiver or a breach of any other provision herein or consent to any subsequent breach of the same or another provision. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action.

12. **Captions and Headings.** The captions and paragraphs numbers appearing in this Agreement are inserted only as a matter of convenience and do not define, limit, construe, or describe the scope or intent of this Agreement.

13. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be considered an original and all of which taken together shall constitute one and the same instrument.

14. **Governing Law.** This Agreement has been prepared, negotiated and executed in, and shall be construed in accordance with, the laws of the State of California.

15. **Invalidity of Any Provision.** If any provision (or any portion of any provision) of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction under present or future laws effective during the term of this Agreement, the legality, validity, and enforceability of the remaining provisions (or the balance of such provision) shall not be affected thereby.

16. **Drafting of Agreement.** District and SHCP acknowledge that this Agreement has been negotiated at arm's length, that each party has been represented by independent counsel and that this Agreement has been drafted by both Parties and no one party shall be construed as the draftsman.

17. **Attorney's Fees.** If either party named herein brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action (or proceeding), on trial or appeal, shall be entitled to its reasonable attorneys' fees to be paid by the losing party as fixed by the Court.

IN WITNESS HEREOF, the Parties hereto have executed this Agreement as of the date set forth in the first paragraph of this Agreement.

"GSD" or "District":

Garberville Sanitary District

By: Linda K Broder

Name: Linda K Broder

Its: Board Chair Person

“SHCP”

Southern Humboldt Community Park, a California non-profit public benefit corporation

By: 

Name: Ross Huber

Its: Chair

By: _____

Name: _____

Its: _____

[Attach exhibits]

Notice of Lot Line Adjustment

H.C.P.D. File No. Lla-04-02M
APN 222-091-03,06 & 222-241-08

EXHIBIT "A", Parcel B

All that real property situated in the County of Humboldt, State of California, described as follows:

Being a portion of the lands of Southern Humboldt Community Park, a Nonprofit California Corporation as described in that deed recorded as Document No. 2004-6647-4, and further lying within the east 1/2 of Section 25, Township 4 South, Range 3 East, Humboldt Meridian, Humboldt County, State of California, said portion being more particularly described as follows:

Commencing at a 1/2" iron pipe tagged L.S. 2786 marking the northwest corner of the above mentioned Section 25 as shown on that Parcel Map No. 572 filed in Book 5 of Parcel Maps. Page 40, Humboldt County Records; thence along the north line of said Section 25, South 88 degrees 34 minutes 15 seconds East, 1276.95 feet to a 1/2" iron pipe tagged L.S. 2820 accepted as being point No. 4 as shown on that Record of Survey filed in Book 14 of Surveys, Page 128, Humboldt County Records; thence continuing along said north line of Section 25, South 88 degrees 34 minutes 15 seconds East, 53.69 feet to the Point of Beginning of the herein described lands; thence continuing along the north line of said Section 25, South 88 degrees 34 minutes 15 seconds East, 416.70 feet to the westerly line of the lands of Frazier as described in that deed recorded in Book 92 of Official Records, Page 504, Humboldt County Records; thence along the westerly, lines of said lands the following courses:
South 44 degrees 57 minutes 18 seconds West, 143.03 feet;
South 04 degrees 26 minutes 42 seconds East, 141.99 feet;
South 61 degrees 04 minutes 42 seconds East, 62.11 feet;
South 36 degrees 39 minutes 42 seconds East, 97.00 feet;
South 14 degrees 43 minutes 42 seconds East, 61.20 feet;
South 01 degrees 39 minutes 18 seconds West, 142.00 feet;
South 55 degrees 15 minutes 12 seconds East, 90.56 feet to the northwest corner of the lands granted to Western Livestock Co. by deed recorded in Book 855 of Official Records, Page 99, Humboldt County Records; thence along the westerly, southerly, and easterly lines of said lands the following courses:
South 34 degrees 13 minutes 42 seconds East, 60.00 feet;
North 55 degrees 46 minutes 18 seconds East, 20.00 feet;
North 34 degrees 13 minutes 42 seconds West, 47.08 feet to the southerly line of the above mentioned lands of Frazier; thence along the southerly and easterly lines of said lands the following courses:
North 88 degrees 38 minutes 18 seconds East, 118.17 feet;
North 22 degrees 24 minutes 18 seconds East, 225.38 feet;
North 21 degrees 58 minutes 12 seconds West, 341.08 feet, &
North 45 degrees 40 minutes 42 seconds West, 103.00 feet to the north line of Section 25 above mentioned;
thence along said north line, South 88 degrees 34 minutes 15 seconds East, 747.39 feet to the

center of the South Fork of the Eel River;

Thence upstream along the center of said river, southerly and westerly, 3350 feet, more or less, to the west line of Section 25 above mentioned; thence along said west line,

North 00 degrees 30 minutes 13 seconds East, 595.57 feet to the southerly line of those lands described in that Notice of Lot Line Adjustment and Certificate of Subdivision Compliance recorded as Document No. 2001-11709-3 and as shown on that Record of Survey filed in Book 63 of Surveys, Page 20, Humboldt County Records; thence along the southeasterly line of the lands so described the following courses:

North 79 degrees 23 minutes 41 seconds East, 123.83 feet;

North 61 degrees 15 minutes 00 seconds East, 237.42 feet;

South 64 degrees 44 minutes 16 seconds East, 213.23 feet;

North 61 degrees 42 minutes 41 seconds East, 373.71 feet;

North 58 degrees 59 minutes 36 seconds East, 317.85 feet, and

South 88 degrees 16 minutes 24 seconds East, 209.93 feet to the east line of the northwest quarter of the northwest quarter of Section 25 above mentioned;

thence along said east line, North 00 degrees 26 minutes 58 seconds East, 187.36 feet; to the Point of Beginning.

The basis of bearings of the above description is the California Coordinate System, Zone 1 (CCS83), based upon Pratt Mountain Continuously Operating Reference Station (CORS ID P164, PID DH5844), Epoch 2002.00. Multiply distances shown by 1.00003301 to obtain ground level distances. Rotate grid bearings shown hereon counter-clockwise 01 degree 10 minutes 34 seconds to obtain geodetic (true) bearings. See Record of Survey for Southern Humboldt Community Park (to be filed) for control scheme.



EXHIBIT "A", Parcel C

All that real property situated in the County of Humboldt, State of California, described as follows:

Being a portion of the lands of Southern Humboldt Community Park, a Nonprofit California Corporation as described in that deed recorded as Document No. 2004-6647-4, and also of the lands of Steven Dazey as described in that deed recorded as Document No. 2000-21945-2, both Official Records, Humboldt County Records, and further lying within Sections 25 & 26, Township 4 South, Range 3 East, Humboldt Meridian, Humboldt County, State of California, said portion being more particularly described as follows:

Beginning at a set 3-1/2" brass disk stamped PLS 5677 on a 1-1/2" iron pipe marking the southwest corner of the above mentioned Section 25;
thence North 31 degrees 47 minutes 22 seconds East, 1321.24 feet to a set 1/2" iron pipe & plug "Kolstad PLS 5677";
thence North 88 degrees 35 minutes 28 seconds West, 650.18 feet to a set 1/2" iron pipe & plug "Kolstad PLS 5677";
thence North 01 degrees 10 minutes 26 seconds West, 125.00 feet to a set 1/2" iron pipe & plug "Kolstad PLS 5677";
thence North 38 degrees 14 minutes 34 seconds West, 1314.01 feet to a set 1/2" iron pipe & plug "Kolstad PLS 5677";
thence North 62 degrees 59 minutes 09 seconds West, 587.63 feet to the west line of the east 1/2 of the southeast quarter of the above mentioned Section 26;
thence along said west line, North 00 degrees 35 minutes 59 seconds East, 348.38 feet to the most southerly corner of the lands of Jones & Brightman as described in that deed recorded as Document No. 2001-13853-2, Official Records, Humboldt County Records; thence along the northwesterly line of the above mentioned lands of Southern Humboldt Community Park, and as shown on that Record of Survey filed in Book 63 of Surveys, Page 20, Humboldt County Records, the following courses:
North 39 degrees 21 minutes 20 seconds East, 112.86 feet;
North 38 degrees 31 minutes 41 seconds East, 164.03 feet;
North 31 degrees 31 minutes 19 seconds East, 217.36 feet;
North 28 degrees 57 minutes 18 seconds East, 393.02 feet;
North 15 degrees 51 minutes 43 seconds East, 289.83 feet;
North 30 degrees 27 minutes 50 seconds East, 310.14 feet;
North 18 degrees 00 minutes 46 seconds East, 213.37 feet;
North 39 degrees 11 minutes 01 seconds East, 173.36 feet to the southeast corner of said lands of Jones & Brightman; being also the most southerly corner of those lands described in that Notice

of Lot Line Adjustment and Certificate of Subdivision Compliance recorded as Document No. 2001-11709-3; thence along the southeasterly line of the lands so described, North 54 degrees 53 minutes 08 seconds East, 378.63 feet; thence North 79 degrees 23 minutes 41 seconds East, 134.76 feet to the west line of Section 25;

thence along said west line of Section 25, South 00 degrees 30 minutes 13 seconds West, 595.57 feet to the center of the South Fork of the Eel River; thence downstream along the center of said river, easterly and northerly 3350 feet, more or less, to the north line of said Section 25;

thence along said north line, South 88 degrees 34 minutes 15 seconds East, 31.87 feet to the north 1/4 corner of said Section 25;

thence continuing along said north line, North 88 degrees 46 minutes 18 seconds East, 329.16 feet to the centerline of Sprowel Creek Road as described in that deed recorded in Book 558 of Official Records, Page 87, Humboldt County Records; thence along said centerline the following courses:

along a horizontal curve to the left, the radius point of which bears South 82 degrees 09 minutes 59 seconds East, 600.00 feet, through a central angle of 33 degrees 30 minutes 24 seconds for 350.88 feet;

thence along a curve to the right, the radius point of which bears South 64 degrees 19 minutes 37 seconds West, 300.00 feet, through a central angle of 41 degrees 44 minutes 00 seconds for 218.52 feet;

thence along a curve to the left, the radius point of which bears South 73 degrees 56 minutes 23 seconds East, 600.00 feet, through a central angle of 20 degrees 16 minutes 00 seconds for 212.23 feet;

thence along a curve to the right, the radius point of which bears South 85 degrees 47 minutes 37 seconds West, 300.00 feet, through a central angle of 34 degrees 50 minutes 51 seconds for 182.46 feet;

thence leaving the said centerline of Sprowel Creek Road, and following generally along the centerline of an existing road, South 10 degrees 25 minutes 46 seconds East, 209.26 feet;

thence South 04 degrees 34 minutes 39 seconds West, 1697.34 feet;

thence along a curve to the left, the radius point of which bears South 85 degrees 25 minutes 21 seconds East, 130.00 feet; through a central angle of 91 degrees 28 minutes 24 seconds for 207.55 feet;

thence along curve to the left, the radius point of which bears South 03 degrees 06 minutes 15 seconds West, 100.00 feet, through a central angle of 78 degrees 07 minutes 39 seconds for 136.36 feet;

thence along a curve to the left, the radius point of which bears North 81 degrees 13 minutes 54 seconds East, 200.00 feet, through a central angle of 31 degrees 41 minutes 54 seconds for 110.65 feet;

thence along a curve to the right, the radius point of which bears South 49 degrees 32 minutes 00 seconds West, 75.00 feet, through a central angle of 96 degrees 08 minutes 45 seconds for 125.85 feet;

thence along a curve to the left, the radius point of which bears South 34 degrees 19 minutes 15 seconds East, 85.00 feet, through a central angle of 89 degrees 16 minutes 58 seconds for 132.45 feet;

thence South 33 degrees 36 minutes 13 seconds East, 207.33 feet;

thence along a curve to the right, the radius point of which bears South 56 degrees 23 minutes 47 seconds West, 65.00 feet, through a central angle of 105 degrees 36 minutes 38 seconds for 119.81 feet;

thence along a curve to the left, the radius point of which bears South 17 degrees 59 minutes 34 seconds East, 65.00 feet, through a central angle of 117 degrees 22 minutes 28 seconds for 133.16 feet;

thence South 45 degrees 22 minutes 02 seconds East, 88.38 feet;

thence along a curve to the right, the radius point of which bears South 44 degrees 37 minutes 58 seconds West, 50.00 feet, through a central angle of 109 degrees 39 minutes 10 seconds for 95.69 feet;

thence South 64 degrees 17 minutes 08 seconds West, 45.85 feet;

thence along a horizontal curve to the left, the radius point of which bears South 25 degrees 42 minutes 52 seconds East, 40.00 feet, through a central angle of 178 degrees 53 minutes 51 seconds for 124.89 feet;

thence North 65 degrees 23 minutes 18 seconds East, 106.21 feet to a point from which a set ½" iron pipe & plug "Kolstad PLS 5677" bears South 65 degrees 03 minutes 44 seconds East, 42.88 feet;

thence leaving said centerline, South 65 degrees 03 minutes 44 seconds East, 693.85 feet to the westerly line of the lands of the State of California as described in that Order of Stipulation recorded in Book 1057 of Official Records, Page 447, Humboldt County Records; thence along said westerly line, South 10 degrees 46 minutes 32 seconds West, 437.12 feet;

thence South 21 degrees 54 minutes 42 seconds East, 263.29 feet to the west line of the east ½ of the southeast quarter of the above mentioned Section 25; thence along said west line,

South 00 degrees 36 minutes 10 seconds West, 478.58 feet to the south line of said Section 25; thence along said south line,

North 88 degrees 51 minutes 41 seconds West, 1335.68 feet to the south 1/4 corner of said Section 25; thence continuing North 88 degrees 51 minutes 41 seconds West, 2671.36 feet to the Point of Beginning.

The basis of bearings of the above description is the California Coordinate System, Zone 1 (CCS83), based upon Pratt Mountain Continuously Operating Reference Station (CORS ID P164, PID DH5844), Epoch 2002.00. Multiply distances shown by 1.00003301 to obtain ground level distances. Rotate grid bearings shown hereon counter-clockwise 01 degree 10 minutes 34 seconds to obtain geodetic (true) bearings. See Record of Survey for Southern Humboldt Community Park (to be filed) for control scheme.

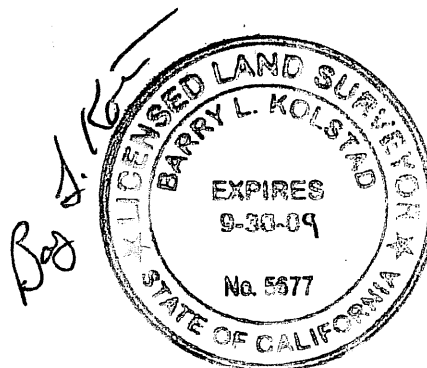


Exhibit "B"

SHCP Water Service Areas

1" = 8,000 ft



RESOLUTION NO. 23-04**AMENDING RESOLUTION NO. 19-05, A RESOLUTION AUTHORIZING THE
GARBERVILLE SANITARY DISTRICT TO PROVIDE WATER SERVICES
OUTSIDE THE DISTRICT BOUNDARY TO APN 222-091-015 (SOUTHERN
HUMBOLDT COMMUNITY PARK)**

WHEREAS, the Humboldt Local Agency Formation Commission (hereinafter referred to as "Commission") adopted Resolution No. 19-05 on September 18, 2019, authorizing the Garberville Sanitary District (hereinafter referred to as "District") to extend water services outside its jurisdictional boundary to designated areas and uses on APN 222-091-015, the Southern Humboldt Community Park property (hereinafter referred to as "property owner" or "SHCP") in accordance with California Government Code Section 56133; and

WHEREAS, the Commission wishes to amend Resolution No. 19-05 to document the following: 1) the change in location for the connection from Tooby Ranch Road to the existing 8" waterline in Sprowel Creek Road near SHCP's existing driveway; 2) the conversion of an old garage into a small office for the SHCP Executive Director; and 3) the Updated Water Service Agreement executed between the District and SHCP on June 27, 2023; and

WHEREAS, all other particulars related to the District's original proposal to provide new or extended services to the SHCP property have not changed, including the size of the lateral, the amount of water to be delivered, and the locations to which the service will be provided to the SHCP property.

NOW, THEREFORE, BE IT RESOLVED that Resolution No. 19-05 be amended by the Commission as follows:

1. The conditions of approval for authorizing the District to provide water services outside its jurisdictional boundary to APN 222-091-015, are amended as follows:
 - a. The Garberville Sanitary District and property owner shall enter into Water Service Agreement regarding Out of District Services to APN 222-091-015, originally approved August 28, 2019, and updated June 27, 2023, as attached in Exhibit B, and appropriately recorded with Humboldt County. The Agreement shall include a provision that limits the extension of water services to designated areas of the subject property, as shown in Exhibit A, updated to show the change in location for the connection from Tooby Ranch Road to the existing 8" waterline in Sprowel Creek Road near SHCP's existing driveway, and not to any other properties. Any expansion or intensification of water services on said property, beyond those uses presented in the Service Agreement as shown in Attachment B, shall be considered a new request, and subject to LAFCo review. This Service Agreement shall automatically terminate

at such time as the subject property is annexed to the Garberville Sanitary District.

- b. The Owner enters into agreement with the District consenting to future District Annexation or Reorganization. The agreement shall include the following terms and be appropriately recorded with County of Humboldt: Owner hereby irrevocably consents to and petitions for the future annexation of his or her property to the Garberville Sanitary District and agrees to cooperate in such annexation upon the District's or LAFCo's request, including the payment of applicable processing fees for the annexation of the Property. Owner understands and agrees that this consent/petition to annexation includes all obligations attendant upon annexation, including all taxes, assessments, and fees that the District imposes upon property within the District.

Owner and the District also agree that any lease, rental agreement, or other agreement now or hereafter executed by Owner, or by any person succeeding to Owner's interest in the fee title to the Property or any part thereof, which grants to a natural person or persons the right to possess and occupy the Property or any part thereof as a personal residence shall contain the following covenant:

"This agreement and the right of lessee or tenant to possess and occupy the property leased or rented pursuant to this agreement shall be subject to the provisions of the Annexation Agreement which was executed and recorded against such property at the time of and as a condition of extending services to the property. That agreement contains a complete and irrevocable consent to annexation of the property leased or rented pursuant to this agreement to the Garberville Sanitary District and is binding on all persons possessing and occupying such property."

Owner and the District agree that in the event that Owner and/or any other person or legal entity hereafter succeeding to Owner's interest in and to the Property or any part thereof seek to protest annexation of the Property or any part thereof to District contrary to and in breach of the provisions of this agreement, LAFCo and the District shall be entitled to take the following actions:

- i. LAFCo shall treat this consent as the binding decision and action of the Owner for all purposes under the Cortese-Knox-Hertzberg Act (Government Codes Sections 56000 et. seq.) and any objection or protest shall be null and void and may be disregarded by LAFCo in determining objections and/or the value of all protests to such annexation.
- ii. In addition to the above, if deemed necessary, LAFCo and the District may legally enforce this agreement and covenant against Owners or their successors in the state courts of Humboldt County.

- c. All LAFCo fees must be paid in full, or a payment plan in place, prior to the extension of service authorization becoming effective.
2. The Commission hereby finds that the proposed change is so minor in nature that it does not present any new environmental impacts not already considered, does not constitute a substantial change, and that no subsequent or supplemental environmental documentation is required.

PASSED AND ADOPTED at a meeting of the Humboldt Local Agency Formation Commission on the 19th of July, 2023, by the following roll call vote:

AYES: Commissioners: Benzonelli, Bushnell, and Madrone
NOES: Commissioners: Lee
ABSENT: Commissioners: Ladwig, Lake, Losey, Nicolini
ABSTAIN: Commissioners:



Michelle Bushnell, Chair
Humboldt LAFCo

Attest:



Colette Santsche, Executive Officer
Humboldt LAFCo

Attachment: Exhibit A, Updated Service Areas map (with new meter location)
Attachment: Exhibit B, Updated Water Service Agreement

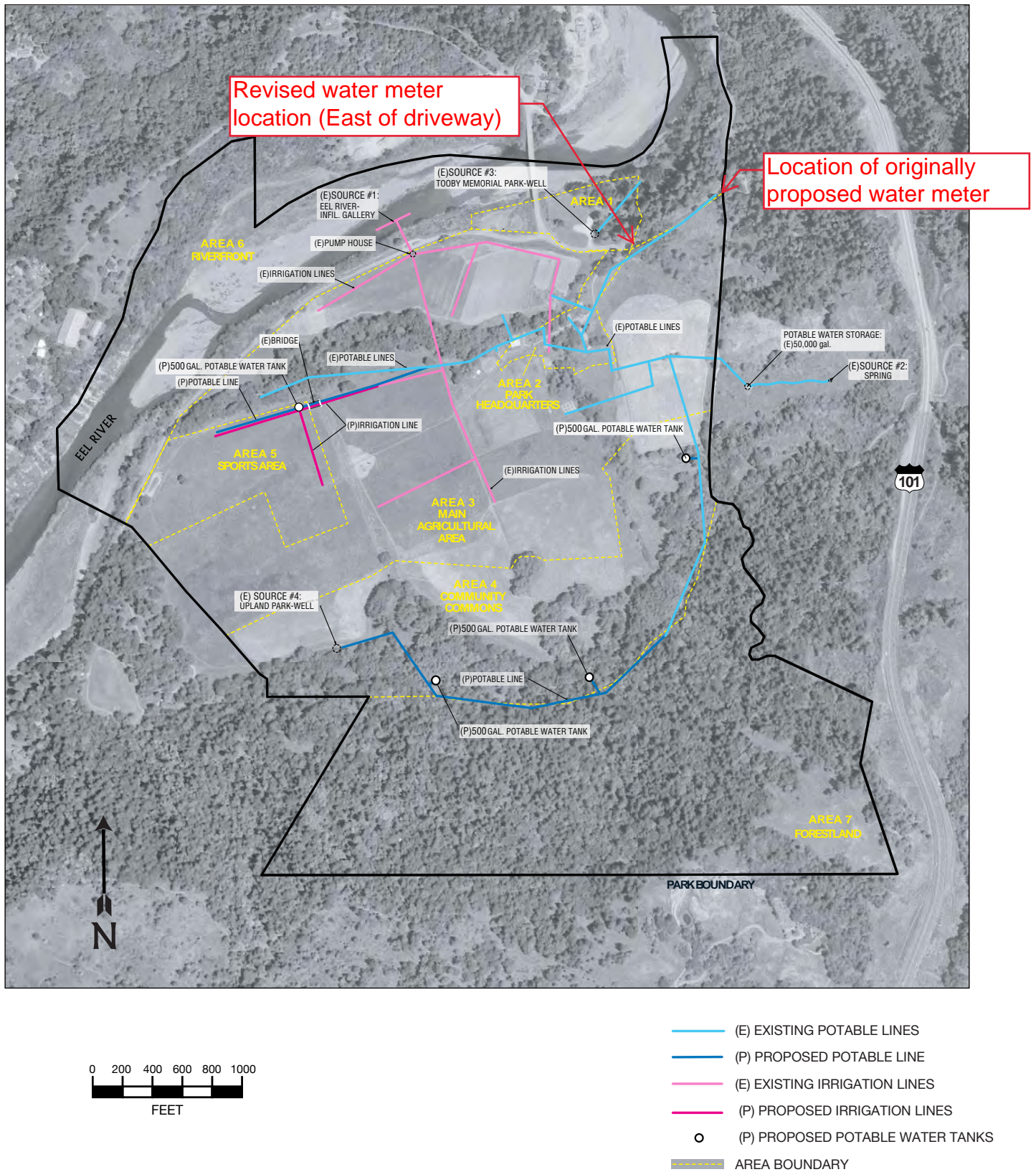


Figure 3-11

SOURCE: Ross Huber, 2014

WATER INFRASTRUCTURE

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

Garberville Sanitary District
P.O. Box 211
Garberville, CA 95542

APN: 222-091-015

Space Above this Line for Recorder's Use Only

UPDATED WATER SERVICE AGREEMENT

THIS UPDATED WATER SERVICE AGREEMENT (this "Agreement") is entered into as of June 27, 2023 (the "Effective Date"), by and between the Garberville Services District (hereinafter "GSD" or "District"), a California public entity, and the Southern Humboldt Community Park (hereinafter "SHCP"), a California non-profit public benefit corporation. Where collective reference is intended, SHCP and the District are referred to as the "Parties" in this Agreement. The original WATER SERVICE AGREEMENT was reviewed, approved and signed by the GSD Board on August 28, 2019 and executed by SHCP Board Chair. This Agreement takes the place of the original WATER SERVICE AGREEMENT as of the Effective Date.

Recitals

A. WHEREAS, SHCP is the owner of that certain real property commonly known as the Southern Humboldt Community Park located at 1144 Sprowel Creek Road, Garberville, California (APN 222-091-015) and more particularly described in **Exhibit A** attached hereto and made a part hereof (the "SHCP Property").

B. WHEREAS, the SHCP Property is used as a public park.

C. WHEREAS, SHCP would like a metered water connection to the District's existing treated waterline, for the purposes of providing potable water to the existing residences and outbuildings, including the outbuilding converted to a small office for SHCP staff, at the SHCP Property and to public water fountains for public users of the park;

D. WHEREAS, GSD received approval from LAFCo to provide water service to SHCP as an Out of District Boundary service and LAFCO Resolution No. 19-05 was entered on September 18, 2019.

E. WHEREAS, on September 30, 2019, GSD submitted Petitions for Change in Place of Use to the California State Water Resources Control Board ("SWRCB") for License Number 2404 and Permit Number 20789, to allow GSD to serve water to the SHCP.

F. WHEREAS, on March 4, 2020, the executed Annexation Consent Agreement and Covenant was recorded as OR 2020-003814.

G. WHEREAS, the Petitions for Change in Place of Use were approved by SWRCB on June 21, 2022, and Order WR 2022-0152 was entered (the "Order").

H. WHEREAS, the Order contained additional requirements for the provision of water service to SHCP which the parties wish to incorporate into the Water Service Agreement. The two new conditions are:

1. Right holder shall attach to each year's annual report of licensee a diagram of the water-conveyance infrastructure that conveys water diverted under this right within the Southern Humboldt Community Park and a map of the places within the park where such water is used, sufficient to demonstrate that no water diverted under this right and delivered to Southern Humboldt Community Park is used anywhere outside the authorized place of use specified in this license.
2. The total amount of water right holder's deliveries to the Southern Humboldt Community Park under this right and the right pursuant to Application 29981 shall not exceed 3,000 cubic feet per month during two months of any 12-month period and shall not exceed 2,000 cubic feet per month during the remaining months of any such period. Right holder shall attach a table to each year's annual report of licensee that lists (in cubic feet) the amount of water right holder delivered to the Southern Humboldt Community Park during each month of the year covered by the annual report.

NOW, THEREFORE, incorporating the foregoing recitals of fact and for good and valuable consideration the adequacy and receipt of which is hereby acknowledge, the Parties agree as follows:

Agreement

1. **Water Meter Connection.** The District shall install one (1), three-quarter inch ($\frac{3}{4}$ ") meter for one (1) new service connection from Sprowel Creek Road off of the existing 8" waterline that was constructed as part of the Kimtu Meadows Water Service Extension project, to serve only the existing residences, office, and outbuildings on the SHCP Property existing as of the Effective Date and public water fountains to be constructed on the SHCP Property in the area depicted as the "Proposed Water Service Areas" on the Diagram attached hereto as **Exhibit B**. This meter will be billed as a multi-family/mixed use account.

The SHCP has been making payments to GSD over the past 4 years to reimburse GSD for the costs of environmental and engineering studies and application fees, incurred from or with retained consultants, public agencies, and other persons or entities that were necessary to obtain LAFCo and SWRCB approval of the expansion of GSD's Place of Use. Quarterly

statements have been and will continue to be prepared by GSD and provided to SHCP until the full reimbursement is completed and all costs associated with installation of the service connection are paid. Water service will not commence until such time as all expenses have been paid in full by SHCP. No additional costs will accrue, aside from monthly service fees, after June 30, 2023, without concurrence from the SHCP Executive Director.

2. Additional Water Connection Requirements. Prior to the commencement of water service, SHCP agrees at SHCP's sole cost and expense, to design and install water pressure reducing equipment and backflow prevention equipment (and associated equipment) meeting specifications satisfactory to the District and the Division of Drinking Water at SWRCB, in the District's discretion. SHCP agrees to design, construct, maintain and certify the pressure reducing equipment and backflow prevention equipment in accordance with GSD policy, to insure it is compatible with the water pressures occurring on the transmission line. The design and specifications applicable to the water pressure reducing equipment and backflow prevention equipment shall be reviewed and approved by the District prior to installation. In addition to the foregoing, before water service is provided SHCP will be obligated to pressure test all waterline line infrastructure located on the SHCP Property to the satisfaction of GSD.

3. Maintenance Obligations. If installed, SHCP is responsible for the installation and maintenance of all water lines located behind the GSD water meter, including maintenance of the water pressure reducing equipment and backflow prevention equipment.

4. Connection Fee Reduction. GSD shall impose no water connection fee on SHCP. However, SHCP will unilaterally bear all costs and expenses associated with the design and installation of the water pressure reducing equipment, backflow prevention equipment, and any other equipment necessary for the water system to function from the connection point of the SHCP water meter. SHCP will reimburse GSD for all fees, costs and expenses, of every type and nature, for costs related to the equipment design, installation and inspection.

5. Limitations on Water Service Connection Use. The new three-quarter inch (¾") water meter and associated waterlines shall be used for residential purposes only at the existing facilities, for the office, and for public recreation drinking fountain uses, as described in Section 1 of this Agreement, and shall not be used to serve future development on the SHCP Property. Any proposed water usage for future development purposes on the SHCP Property will be evaluated by the District based upon the District's available water supply at such time as SHCP requests any expanded uses and shall require subsequent written approval by the District, the County of Humboldt, possible annexation into the jurisdictional boundary by Humboldt LAFCo, and all governmental agencies and regulatory bodies having authority over such usage, including but not limited to the SWRCB. SHCP expressly acknowledges that nothing in this Agreement shall constitute the District's express or implied consent or ability to provide water service to any structures or areas on the SHCP Property other than those existing structures identified in Section 2 of this Agreement. Water service shall not be extended to other structures on or portions of the SHCP Property without the prior written approval of GSD, which can be granted or denied in GSD's exclusive discretion. In addition to the foregoing:

5.1. Any water usage on the SHCP Property shall not exceed two thousand (2000) cubic feet per calendar month. The area of usage shall be expressly limited to those portions of the SHCP Property approved for water service by Humboldt LAFCo and within the GSD permitted "Place of Use", contingent upon approval of the GSD Application. The amount of water used on the SHCP Property will be reported by GSD to the SWRCB on the annual water diversion reports for GSDs license and/or permit.

5.2. Any water usage on the SHCP Property will be monitored monthly in conjunction with the reading of the water meter. GSD shall notify SHCP if and when the usage reading exceeds 2,000 cubic feet per month. GSD shall have the right and option, in its discretion, to shut off the meter if the usage is more than 3,000 cubic feet per month for any two months in a twelve (12) month period. As of the Effective Date of this Agreement, SHCP acknowledges that it does not need to exceed nor intend to exceed the 2,000 cubic feet per month restriction to serve the existing improvements located on the SHCP Property described in Section 1 of this Agreement.

5.3. The area(s) on the SHCP Property served by the water meter must at all times be consistent with the Humboldt LAFCo approved water service area and the California State Water Resources Control Board approved Place of Use restrictions on GSD water service. In accordance with the condition the SWRCB added to GSD's permit and license to divert water, the SHCP shall provide written documentation that all water provided by GSD to the SHCP is being utilized only within the approved Place of Use and how that water is being conveyed from the meter to the ultimate location of use. Said documentation shall be in accordance with the SWRCB condition in WHEREAS H.2. and shall be delivered to GSD no later than September 30th of each year.

5.4. Should SHCP, at any time, petition GSD to expand the service area, change the proposed uses for the water service, or need to increase the quantity of water consumed each month beyond those recited in this Agreement, then SHCP may be required to annex the SHCP Property into the GSD jurisdictional boundary in accordance with the executed Annexation Consent Agreement and Covenant. This will include following any process required by Humboldt LAFCo process for annexation. Any change in service area or quantity of water will also require a change in Place of Use subject to the approval of the SWRCB Division of Water Rights.

5.5 SHCP acknowledges and agrees to comply with and abide by the terms and conditions governing the use and conveyance of water at the SHCP Property recited in that certain STATE WATER RESOURCES CONTROL BOARD ORDER WR 2022-0152.

6. District Obligations. GSD shall have no obligation to allow SHCP to install the water meter described unless and until all contingencies to installation recited in this Agreement are first satisfied, expressly including, without limitation, (i) LAFCo's approval of the Outside Service Application, and (ii) the California State Water Resources Control Board's ("SWRCB's") approval of the SHCP Property as part of GSD's Place of Use permit. SHCP acknowledges that GSD does not unilaterally control satisfaction of these contingencies, and they involve

discretionary approvals by third party public entities. GSD shall have no obligation to satisfy the contingencies recited in Sections 2 and 5 of this Agreement within any definitive time period, and if and when it becomes clear, in the District's discretion, that these contingencies cannot be satisfied, the District may stop pursuing satisfaction. The District expressly reserves to the right, in its discretion, to modify, alter and/or drop and not pursue (i) the Outside Services Application and (ii) any and all revisions to its Place of Use permit(s) with the SWRCB.

7. Disputes/Mediation/Litigation/Attorneys' Fees. If any dispute with regard to this Agreement develops between SHCP and the District that the Parties can not voluntarily resolve, the Parties shall first submit the dispute to one (1) session of non-binding mediation with a panel mediator appointed by the JAMS Mediation Service in California. Mediation can be invoked by either party by issuing written demand to the other. If mediation is invoked, the Parties shall equally share in the cost of mediation. If no resolution of the dispute is reached after conducting a non-binding mediation session, the Parties may litigate their dispute in the Superior Court of Humboldt County, California, which is designated as the Court having jurisdiction and venue of any disputes relating to this Agreement. If a party commences litigation without first attempting to mediate the dispute or refuses to mediate after a demand is issued by the other party, the Humboldt County Superior Court shall have the power to compel mediation, and impose reasonable attorney's fees and costs on the party refusing mediation. If mediation fails and litigation ensues, the prevailing party in any such litigation shall be entitled to an award of reasonable attorney's fees and costs from the adverse party.

8. Restrictions on Transfer or Assignment of the SHCP Property. The approval by GSD to provide water to SHCP for use on the SHCP Property is extended solely to SHCP and cannot be assigned by SHCP to any future property owners of the SHCP Property without the express written consent of GSD. GSD may withhold its consent to any requested assignment by SHCP in GSD's sole discretion. In the event the SHCP Property ceases to be a community park at any point in time including, without limitation, any transfer by sale, gift, foreclosure, or other means, the water connection and service contemplated by this Agreement will be subject to immediate termination unless and until the GSD Board of Directors reviews and approves, in GSD's complete and sole discretion, an application by the new owner for water service and identifies the type of use, the use areas on the SHCP Property, and the quantity of use requested by any new owner or transferee of the SHCP Property. The GSD Board of Directors shall have complete discretion to approve or reject any application for continued water service in the event the SHCP Property is transferred or sold, and, if approved, may impose such conditions as the GSD Board of Directors deems appropriate. SHCP acknowledges that it is bound by Section 4.9.c (as well as all other provisions as amended from time to time) of the GSD Water Ordinances which states: "[a] service connection shall not be used to supply adjoining property of a different owner or to supply property of the same owner across a street or alley". The water delivered under this Agreement to this connection cannot be transmitted across the SHCP Property boundary for any purpose even with existing or future water easements.

9. **Binding Effect.** The Parties to this Agreement mutually agree that it shall be binding upon their respective heirs, personal representatives, successors and assigns.

10. **Entire Agreement.** This Agreement, along with the attached exhibits and additional deeds and conveyancing instruments contemplated hereby, represent the entire Agreement between the Parties in connection with the transactions contemplated hereby and the subject matter hereof. This Agreement may not be modified except by a written agreement signed by both SHCP and the District.

11. **Waiver.** No waiver by any party at any time of any breach of any provision of this Agreement shall be deemed a waiver or a breach of any other provision herein or consent to any subsequent breach of the same or another provision. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action.

12. **Captions and Headings.** The captions and paragraphs numbers appearing in this Agreement are inserted only as a matter of convenience and do not define, limit, construe, or describe the scope or intent of this Agreement.

13. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be considered an original and all of which taken together shall constitute one and the same instrument.

14. **Governing Law.** This Agreement has been prepared, negotiated and executed in, and shall be construed in accordance with, the laws of the State of California.

15. **Invalidity of Any Provision.** If any provision (or any portion of any provision) of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction under present or future laws effective during the term of this Agreement, the legality, validity, and enforceability of the remaining provisions (or the balance of such provision) shall not be affected thereby.

16. **Drafting of Agreement.** District and SHCP acknowledge that this Agreement has been negotiated at arm's length, that each party has been represented by independent counsel and that this Agreement has been drafted by both Parties and no one party shall be construed as the draftsperson.

17. **Attorney's Fees.** If either party named herein brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action (or proceeding), on trial or appeal, shall be entitled to its reasonable attorneys' fees to be paid by the losing party as fixed by the Court.

IN WITNESS HEREOF, the Parties hereto have executed this Agreement as of the date set forth in the first paragraph of this Agreement.

"GSD" or "District":

Garberville Sanitary District


Signature

Doug Bryan

Chair of the Board of Directors

Date: 7/10/2023

"SHCP"

Southern Humboldt Community Park,
a California non-profit public benefit corporation


Signature

Name: Carolyn Hino-Bourassa

Title: Treasurer

Date: 7/11/2023

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)
) ss.
COUNTY OF Humboldt)

On 7-10-2023, before me, Jessica DeKolver, Notary Public, personally appeared Douglas Bryan, 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.



Jessica DeKolver

Place Notary Seal Above

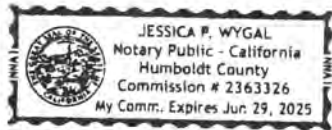
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF Humboldt)

On July 11, 2023 before me, Jessica P. Wygal, Notary Public, personally appeared Carolyn Hino Bourassa, 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.



Jess P. Wygal

Place Notary Seal Above

Notice of Lot Line Adjustment

H.C.P.D. File No. L1a-04-02M
APN 222-091-03,06 & 222-241-08

EXHIBIT "A", Parcel B

All that real property situated in the County of Humboldt, State of California, described as follows:

Being a portion of the lands of Southern Humboldt Community Park, a Nonprofit California Corporation as described in that deed recorded as Document No. 2004-6647-4, and further lying within the east 1/2 of Section 25, Township 4 South, Range 3 East, Humboldt Meridian, Humboldt County, State of California, said portion being more particularly described as follows:

Commencing at a 1/2" iron pipe tagged L.S. 2786 marking the northwest corner of the above mentioned Section 25 as shown on that Parcel Map No. 572 filed in Book 5 of Parcel Maps. Page 40, Humboldt County Records; thence along the north line of said Section 25, South 88 degrees 34 minutes 15 seconds East, 1276.95 feet to a 1/2" iron pipe tagged L.S. 2820 accepted as being point No. 4 as shown on that Record of Survey filed in Book 14 of Surveys, Page 128, Humboldt County Records; thence continuing along said north line of Section 25, South 88 degrees 34 minutes 15 seconds East, 53.69 feet to the Point of Beginning of the herein described lands; thence continuing along the north line of said Section 25, South 88 degrees 34 minutes 15 seconds East, 416.70 feet to the westerly line of the lands of Frazier as described in that deed recorded in Book 92 of Official Records, Page 504, Humboldt County Records; thence along the westerly, lines of said lands the following courses:
South 44 degrees 57 minutes 18 seconds West, 143.03 feet;
South 04 degrees 26 minutes 42 seconds East, 141.99 feet;
South 61 degrees 04 minutes 42 seconds East, 62.11 feet;
South 36 degrees 39 minutes 42 seconds East, 97.00 feet;
South 14 degrees 43 minutes 42 seconds East, 61.20 feet;
South 01 degrees 39 minutes 18 seconds West, 142.00 feet;
South 55 degrees 15 minutes 12 seconds East, 90.56 feet to the northwest corner of the lands granted to Western Livestock Co. by deed recorded in Book 855 of Official Records, Page 99, Humboldt County Records; thence along the westerly, southerly, and easterly lines of said lands the following courses:
South 34 degrees 13 minutes 42 seconds East, 60.00 feet;
North 55 degrees 46 minutes 18 seconds East, 20.00 feet;
North 34 degrees 13 minutes 42 seconds West, 47.08 feet to the southerly line of the above mentioned lands of Frazier; thence along the southerly and easterly lines of said lands the following courses:
North 88 degrees 38 minutes 18 seconds East, 118.17 feet;
North 22 degrees 24 minutes 18 seconds East, 225.38 feet;
North 21 degrees 58 minutes 12 seconds West, 341.08 feet, &
North 45 degrees 40 minutes 42 seconds West, 103.00 feet to the north line of Section 25 above mentioned;
thence along said north line, South 88 degrees 34 minutes 15 seconds East, 747.39 feet to the

center of the South Fork of the Eel River;

Thence upstream along the center of said river, southerly and westerly, 3350 feet, more or less, to the west line of Section 25 above mentioned; thence along said west line,

North 00 degrees 30 minutes 13 seconds East, 595.57 feet to the southerly line of those lands described in that Notice of Lot Line Adjustment and Certificate of Subdivision Compliance recorded as Document No. 2001-11709-3 and as shown on that Record of Survey filed in Book 63 of Surveys, Page 20, Humboldt County Records; thence along the southeasterly line of the lands so described the following courses:

North 79 degrees 23 minutes 41 seconds East, 123.83 feet;

North 61 degrees 15 minutes 00 seconds East, 237.42 feet;

South 64 degrees 44 minutes 16 seconds East, 213.23 feet;

North 61 degrees 42 minutes 41 seconds East, 373.71 feet;

North 58 degrees 59 minutes 36 seconds East, 317.85 feet, and

South 88 degrees 16 minutes 24 seconds East, 209.93 feet to the east line of the northwest quarter of the northwest quarter of Section 25 above mentioned;

thence along said east line, North 00 degrees 26 minutes 58 seconds East, 187.36 feet; to the Point of Beginning.

The basis of bearings of the above description is the California Coordinate System, Zone 1 (CCS83), based upon Pratt Mountain Continuously Operating Reference Station (CORS ID P164, PID DH5844), Epoch 2002.00. Multiply distances shown by 1.00003301 to obtain ground level distances. Rotate grid bearings shown hereon counter-clockwise 01 degree 10 minutes 34 seconds to obtain geodetic (true) bearings. See Record of Survey for Southern Humboldt Community Park (to be filed) for control scheme.



EXHIBIT "A", Parcel C

All that real property situated in the County of Humboldt, State of California, described as follows:

Being a portion of the lands of Southern Humboldt Community Park, a Nonprofit California Corporation as described in that deed recorded as Document No. 2004-6647-4, and also of the lands of Steven Dazey as described in that deed recorded as Document No. 2000-21945-2, both Official Records, Humboldt County Records, and further lying within Sections 25 & 26, Township 4 South, Range 3 East, Humboldt Meridian, Humboldt County, State of California, said portion being more particularly described as follows:

Beginning at a set 3-1/2" brass disk stamped PLS 5677 on a 1-1/2" iron pipe marking the southwest corner of the above mentioned Section 25;
thence North 31 degrees 47 minutes 22 seconds East, 1321.24 feet to a set 1/2" iron pipe & plug "Kolstad PLS 5677";
thence North 88 degrees 35 minutes 28 seconds West, 650.18 feet to a set 1/2" iron pipe & plug "Kolstad PLS 5677";
thence North 01 degrees 10 minutes 26 seconds West, 125.00 feet to a set 1/2" iron pipe & plug "Kolstad PLS 5677";
thence North 38 degrees 14 minutes 34 seconds West, 1314.01 feet to a set 1/2" iron pipe & plug "Kolstad PLS 5677";
thence North 62 degrees 59 minutes 09 seconds West, 587.63 feet to the west line of the east 1/2 of the southeast quarter of the above mentioned Section 26;
thence along said west line, North 00 degrees 35 minutes 59 seconds East, 348.38 feet to the most southerly corner of the lands of Jones & Brightman as described in that deed recorded as Document No. 2001-13853-2, Official Records, Humboldt County Records; thence along the northwesterly line of the above mentioned lands of Southern Humboldt Community Park, and as shown on that Record of Survey filed in Book 63 of Surveys, Page 20, Humboldt County Records, the following courses:
North 39 degrees 21 minutes 20 seconds East, 112.86 feet;
North 38 degrees 31 minutes 41 seconds East, 164.03 feet;
North 31 degrees 31 minutes 19 seconds East, 217.36 feet;
North 28 degrees 57 minutes 18 seconds East, 393.02 feet;
North 15 degrees 51 minutes 43 seconds East, 289.83 feet;
North 30 degrees 27 minutes 50 seconds East, 310.14 feet;
North 18 degrees 00 minutes 46 seconds East, 213.37 feet;
North 39 degrees 11 minutes 01 seconds East, 173.36 feet to the southeast corner of said lands of Jones & Brightman; being also the most southerly corner of those lands described in that Notice

of Lot Line Adjustment and Certificate of Subdivision Compliance recorded as Document No. 2001-11709-3; thence along the southeasterly line of the lands so described, North 54 degrees 53 minutes 08 seconds East, 378.63 feet; thence North 79 degrees 23 minutes 41 seconds East, 134.76 feet to the west line of Section 25;

thence along said west line of Section 25, South 00 degrees 30 minutes 13 seconds West, 595.57 feet to the center of the South Fork of the Eel River; thence downstream along the center of said river, easterly and northerly 3350 feet, more or less, to the north line of said Section 25;

thence along said north line, South 88 degrees 34 minutes 15 seconds East, 31.87 feet to the north 1/4 corner of said Section 25;

thence continuing along said north line, North 88 degrees 46 minutes 18 seconds East, 329.16 feet to the centerline of Sprowel Creek Road as described in that deed recorded in Book 558 of Official Records, Page 87, Humboldt County Records; thence along said centerline the following courses:

along a horizontal curve to the left, the radius point of which bears South 82 degrees 09 minutes 59 seconds East, 600.00 feet, through a central angle of 33 degrees 30 minutes 24 seconds for 350.88 feet;

thence along a curve to the right, the radius point of which bears South 64 degrees 19 minutes 37 seconds West, 300.00 feet, through a central angle of 41 degrees 44 minutes 00 seconds for 218.52 feet;

thence along a curve to the left, the radius point of which bears South 73 degrees 56 minutes 23 seconds East, 600.00 feet, through a central angle of 20 degrees 16 minutes 00 seconds for 212.23 feet;

thence along a curve to the right, the radius point of which bears South 85 degrees 47 minutes 37 seconds West, 300.00 feet, through a central angle of 34 degrees 50 minutes 51 seconds for 182.46 feet;

thence leaving the said centerline of Sprowel Creek Road, and following generally along the centerline of an existing road, South 10 degrees 25 minutes 46 seconds East, 209.26 feet;

thence South 04 degrees 34 minutes 39 seconds West, 1697.34 feet;

thence along a curve to the left, the radius point of which bears South 85 degrees 25 minutes 21 seconds East, 130.00 feet; through a central angle of 91 degrees 28 minutes 24 seconds for 207.55 feet;

thence along curve to the left, the radius point of which bears South 03 degrees 06 minutes 15 seconds West, 100.00 feet, through a central angle of 78 degrees 07 minutes 39 seconds for 136.36 feet;

thence along a curve to the left, the radius point of which bears North 81 degrees 13 minutes 54 seconds East, 200.00 feet, through a central angle of 31 degrees 41 minutes 54 seconds for 110.65 feet;

thence along a curve to the right, the radius point of which bears South 49 degrees 32 minutes 00 seconds West, 75.00 feet, through a central angle of 96 degrees 08 minutes 45 seconds for 125.85 feet;

thence along a curve to the left, the radius point of which bears South 34 degrees 19 minutes 15 seconds East, 85.00 feet, through a central angle of 89 degrees 16 minutes 58 seconds for 132.45 feet;

thence South 33 degrees 36 minutes 13 seconds East, 207.33 feet;

thence along a curve to the right, the radius point of which bears South 56 degrees 23 minutes 47 seconds West, 65.00 feet, through a central angle of 105 degrees 36 minutes 38 seconds for 119.81 feet;

thence along a curve to the left, the radius point of which bears South 17 degrees 59 minutes 34 seconds East, 65.00 feet, through a central angle of 117 degrees 22 minutes 28 seconds for 133.16 feet;

thence South 45 degrees 22 minutes 02 seconds East, 88.38 feet;

thence along a curve to the right, the radius point of which bears South 44 degrees 37 minutes 58 seconds West, 50.00 feet, through a central angle of 109 degrees 39 minutes 10 seconds for 95.69 feet;

thence South 64 degrees 17 minutes 08 seconds West, 45.85 feet;

thence along a horizontal curve to the left, the radius point of which bears South 25 degrees 42 minutes 52 seconds East, 40.00 feet, through a central angle of 178 degrees 53 minutes 51 seconds for 124.89 feet;

thence North 65 degrees 23 minutes 18 seconds East, 106.21 feet to a point from which a set ½" iron pipe & plug "Kolstad PLS 5677" bears South 65 degrees 03 minutes 44 seconds East, 42.88 feet;

thence leaving said centerline, South 65 degrees 03 minutes 44 seconds East, 693.85 feet to the westerly line of the lands of the State of California as described in that Order of Stipulation recorded in Book 1057 of Official Records, Page 447, Humboldt County Records; thence along said westerly line, South 10 degrees 46 minutes 32 seconds West, 437.12 feet;

thence South 21 degrees 54 minutes 42 seconds East, 263.29 feet to the west line of the east ½ of the southeast quarter of the above mentioned Section 25; thence along said west line,

South 00 degrees 36 minutes 10 seconds West, 478.58 feet to the south line of said Section 25; thence along said south line,

North 88 degrees 51 minutes 41 seconds West, 1335.68 feet to the south 1/4 corner of said Section 25; thence continuing North 88 degrees 51 minutes 41 seconds West, 2671.36 feet to the Point of Beginning.

The basis of bearings of the above description is the California Coordinate System, Zone 1 (CCS83), based upon Pratt Mountain Continuously Operating Reference Station (CORS ID P164, PID DH5844), Epoch 2002.00. Multiply distances shown by 1.00003301 to obtain ground level distances. Rotate grid bearings shown hereon counter-clockwise 01 degree 10 minutes 34 seconds to obtain geodetic (true) bearings. See Record of Survey for Southern Humboldt Community Park (to be filed) for control scheme.

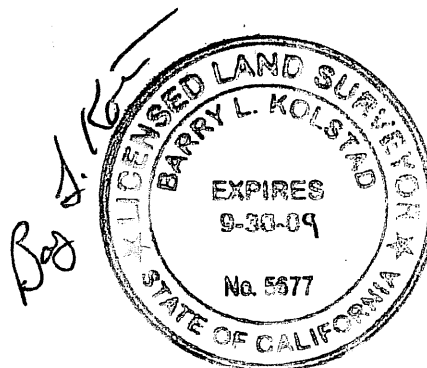


Exhibit "B"

SHCP Water Service Areas

1" = 8,000 ft





GARBERVILLE SANITARY DISTRICT

P.O. BOX 211 • GARBERVILLE, CA 95542 • (707) 923-9566

TRANSMITTAL COVER SHEET

To: Humboldt LAFCo
Attn: Executive Officer Santsche
670 9th Street, Suite 202
Arcata, CA 95521

Date: May 5, 2025

Transmitted Via: Mail Federal Express Hand Delivered Courier

Project: **Southern Humboldt Community Park
Out of Agency Water Service – Change to Uses**

Items Transmitted:

| No. Copies | Description of Item | Action Needed ? |
|------------|---|-----------------|
| 1 | First Amendment to the Updated Water Service Agreement | Yes |
| 1 | GSD RESOLUTION NO. 25-006 (an AMENDMENT TO RESOLUTION NO. 23-007 & 19-02) | No |
| 1 | SHCP's Request for Modifications to approved uses of GSD potable water | Yes |

Enclosed are copies of each of the documents approved by the GSD Board and executed by GSD and the SHCP. Please process them as needed within the LAFCo regulations for changes to the approved use for an out of agency water connection.

If you have questions or need additional information, please don't hesitate to call me at (707)223-4567 or email me at jmshort@garbervillesd.org.

Jennie M. Short, Consultant Projects Manager

FIRST AMENDMENT TO UPDATED WATER SERVICES AGREEMENT

This **FIRST AMENDMENT TO UPDATED WATER SERVICES AGREEMENT** (this "First Amendment") is entered into as of the **22nd day of April, 2025**, (the "Effective Date"), by and between the Garberville Services District (hereinafter "GSD" or "District"), a California public entity, and the Southern Humboldt Community Park (hereinafter "SHCP"), a California non-profit public benefit corporation, and constitutes the first amendment to that certain Updated Water Services Agreement dated June 27, 2023 (the "Updated WSA"). Where collective reference is intended, SHCP and the District are referred to as the "Parties" in this Agreement

RECITALS

A. WHEREAS, the Updated WSA places certain restrictions on the SHCP for the allowable uses of water from the District.

B. WHEREAS, the SHCP has requested an amendment to the Updated WSA dated April 11, 2025, to construct spigots on the SHCP's private waterline within the property as an additional authorized use.

C. WHEREAS, the GSD Board of Directors adopted Resolution 25-006, an AMENDMENT TO RESOLUTION NO. 23-007 & 19-02, in which they resolved as follows:

The condition of approval for service to the SHCP are amended to be as follows: The one new ¾" meter is for residential, Park Office, and public recreation drinking fountain or spigot uses only, and is not intended to be used to serve future development on the Property contemplated by SHCP or shown in the Final EIR as adopted by Humboldt County.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

The following provision shall be changed to read:

1. **Water Meter Connection.** The District shall install one (1), three-quarter inch (¾") meter for one (1) new service connection from Sprowel Creek Road off of the existing 8" waterline that was constructed as part of the Kimtu Meadows Water Service Extension project, to serve only the existing residences, office, and outbuildings on the SHCP Property existing as of the Effective Date and public water fountains or spigots to be constructed on the SHCP Property in the area depicted as the "Proposed Water Service Areas" on the Diagram attached hereto as **Exhibit B**. This meter will be billed as a multi-family/mixed use account.

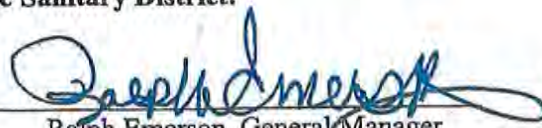
5. **Limitations on Water Service Connection Use.** The new three-quarter inch (¾") water meter and associated waterlines shall be used for residential purposes only at the existing facilities, for the office, and for public recreation drinking fountain uses, or

spigots as described in Section 1 of this Agreement, and shall not be used to serve future development on the SHCP Property. Any proposed water usage for future development purposes on the SHCP Property will be evaluated by the District based upon the District's available water supply at such time as SHCP requests any expanded uses and shall require subsequent written approval by the District, the County of Humboldt, possible annexation into the jurisdictional boundary by Humboldt LAFCo, and all governmental agencies and regulatory bodies having authority over such usage, including but not limited to the SWRCB. SHCP expressly acknowledges that nothing in this Agreement shall constitute the District's express or implied consent or ability to provide water service to any structures or areas on the SHCP Property other than those existing structures identified in Section 2 of this Agreement. Water service shall not be extended to other structures on or portions of the SHCP Property without the prior written approval of GSD, which can be granted or denied in GSD's exclusive discretion. In addition to the foregoing:

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date set forth in the first paragraph above.

Garberville Sanitary District:

Signature: _____


Ralph Emerson, General Manager

Southern Humboldt Community Park

Signature: _____



Print Name: _____

Laura Cochran

Title: _____

Executive Director



GARBERVILLE SANITARY DISTRICT

P.O. BOX 211 • GARBERVILLE, CA 95542 • (707) 923-9566

RESOLUTION NO. 25-006 AMENDMENT TO RESOLUTION NO. 23-007 & 19-02

RESOLUTION OF THE BOARD OF DIRECTORS OF THE GARBERVILLE SANITARY DISTRICT AMENDING RESOLUTION 19-02, WHICH WAS AMENDED IN RESOLUTION 23-007, TO ALLOW SPIGOTS TO BE CONSTRUCTED ON THE PARK'S PRIVATE WATERLINE BEHIND THE GSD METER

Recitals

1. WHEREAS, on June 18, 2019 the GSD adopted Resolution 19-02 titled: RESOLUTION OF THE BOARD OF DIRECTORS OF THE GARBERVILLE SANITARY DISTRICT EVALUATING EXISTING CEQA DOCUMENTS FOR USE ON A WATER SERVICE FOR THE SHCP AND APPROVING AN APPLICATION FOR AN OUT OF AGENCY SERVICE TO REESTABLISH THE WATER SERVICE TO APN 222-091-015 (SHCP) AND MODIFY THE SWRCB-DWR PLACE OF USE;
2. WHEREAS, LAFCo approved GSD's application for an out of agency service for APN 222-091-015 in Resolution LAFCO Resolution No. 19-05 on September 18, 2019; and
3. WHEREAS, on May 23, 2023 GSD adopted Resolution 23-007 which amended Resolution 19-02 to change the water meter connection location for the SHCP and to expand the uses to include the Park Office; and
4. WHEREAS, In GSD Resolution 23-007, the condition of approval for service to the SHCP item 1.D. was revised to state: *"The one new ¾" meter is for residential, Park Office, and public recreation drinking fountain uses only and is not intended to be used to serve future development on the Property contemplated by SHCP or shown in the Final EIR as adopted by Humboldt County."*
5. WHEREAS, on June 27, 2023 the GSD and SHCP executed an UPDATED WATER SERVICE AGREEMENT that included the changes approved in Resolution 23-007; and
6. WHEREAS, on July 19, 2023 LAFCo amended their Res 19-05 with Resolution 23-04 to also modify the water meter connection location and expand the uses to include the Park Office; and
7. WHEREAS, the GSD meter along with the SHCP backflow preventor, pressure reducing valve, and waterline to the events area have been constructed; and
8. WHEREAS, the SHCP and GSD would like to approve the SHCP's request dated April 11, 2025 to construct spigots on the SHCP's private waterline within the property as an additional authorized use, similar to the public drinking fountains, to simplify their operational use of the GSD potable water; and

9. WHEREAS, the GSD does not consider construction of spigots for use at public events and recreation to be future development on the property; and
10. WHEREAS, the type, source and quantity of water service to be provided shall not be modified; and
11. WHEREAS, the locations of the beneficial use of the water will not be modified; and
12. WHEREAS, GSD will forward the amended resolution and amended Water Service Agreement to LAFCo so they may take any action they deem necessary.

NOW, THEREFORE, the Board of Directors of the Garberville Sanitary District hereby resolves as follows:

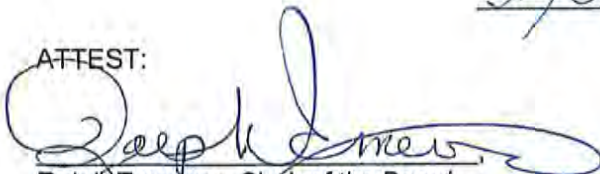
1. The condition of approval for service to the SHCP are amended to be as follows:
 - D. The one new 3/4" meter is for residential, Park Office, and public recreation drinking fountain or spigot uses only, and is not intended to be used to serve future development on the Property contemplated by SHCP or shown in the Final EIR as adopted by Humboldt County.
2. The Board of Directors hereby finds that the proposed change is so minor in nature that it does not present any new environmental impacts not already considered in the original environmental documents, does not constitute a substantial change, and that no subsequent or supplemental environmental documentation is required.

On motion of Director THOMAS, and seconded by Director LANDES, the foregoing Resolution is Passed and adopted this 22nd day of April, 2025, by the following roll call votes:

| | | |
|----------|-----------|--|
| AYES: | Directors | <u>BRYAN, ANDERSON, LYON, THOMAS, LANDES</u> |
| NOES: | Directors | <u>0</u> |
| EXCUSED: | Directors | <u>0</u> |

DCEB, Chairperson

ATTEST:


Ralph Emerson, Clerk of the Board



GARBERVILLE SANITARY DISTRICT

P.O. BOX 211 • GARBERVILLE, CA 95542 • (707) 923-9566

BOARD OF DIRECTORS MEETING MEMORANDUM

Meeting Date: April 22, 2025
To: Garberville Sanitary District Board of Directors
From: Jennie Short, Consultant Project Manager
Subject: SHCP Request for Additional Water Connection Points & Modification to Approved Uses

GENERAL OVERVIEW

The SHCP has requested that the District allow them to make additional connections to their private waterline for underground spigots in addition to the fountains for which they are currently approved. The connections and beneficial uses will all remain within the areas approved for water service by both LAFCo and the State Waterboard. They will continue to stay within the allocated amount of water per month. Because the District and LAFCo were very specific about the uses approved for the water service, it is necessary to formally approve this additional "use" by including the concept of a spigot instead of a drinking fountain. This change will need to be made to the resolution and the Water Service Agreement between GSD and the Park. Attached you will find a resolution that amends the previously adopted resolution to add these uses. Once adopted, this resolution will be forwarded to LAFCo so they can make a similar change to their resolution.

FINANCIAL CONSIDERATIONS

None

RECOMMENDED BOARD ACTIONS

1. Adopt Resolution 25-006 amending the approved uses on the Park Property
2. Authorize the General Manager to sign an Updated Water Service Agreement with the proposed changes.
3. Direct staff to forward the Updated WSA to the SHCP Board for execution and to the LAFCo Executive Director for further processing.

ATTACHMENTS

- Request from SHCP with attachments
- Resolution 25-006: RESOLUTION OF THE BOARD OF DIRECTORS OF THE GARBERVILLE SANITARY DISTRICT AMENDING RESOLUTION 19-02, WHICH WAS AMENDED IN RESOLUTION 23-007, TO ALLOW SPIGOTS TO BE CONSTRUCTED ON THE PARK'S PRIVATE WATERLINE BEHIND THE GSD METER



1144 Sprowl Creek Rd,
Garberville, CA 95542, USA
707-923-2928
laura@sohumpark.org

April 11, 2025

Garberville Sanitary District
Ralph Emerson
PO Box 211
Garberville, CA 95542

Subject: Request for Additional Water Access Points

Dear Ralph,

We are reaching out to inquire about the potential future installation of water access points—which may include spigots and/or drinking fountains—to serve increased public use within the Water Service areas included in the 2023 water agreement. These would include the two spigots already installed at the barn and two spigots to be installed, as shown on the attached schematic, off of the existing waterline that feeds the existing fountain at the events area. We will notify GSD of the proposed locations for additional access points once we have more details and before we construct them. We are not requesting an increase in our water allotment, or expansion of water service areas, but anticipate additional access points will be required to meet public needs within these existing areas. All access points would be intended to support event operations and recreational activities.

We wish to coordinate with the District and LAFCo to ensure that all aspects of proposed installations adhere to applicable regulations, including permitting, backflow prevention, and water use compliance. Conceptual design sketches for an underground valve box are attached for your review. Access points other than water fountains will be housed in lockable underground valve boxes for controlled and secure use when appropriate.

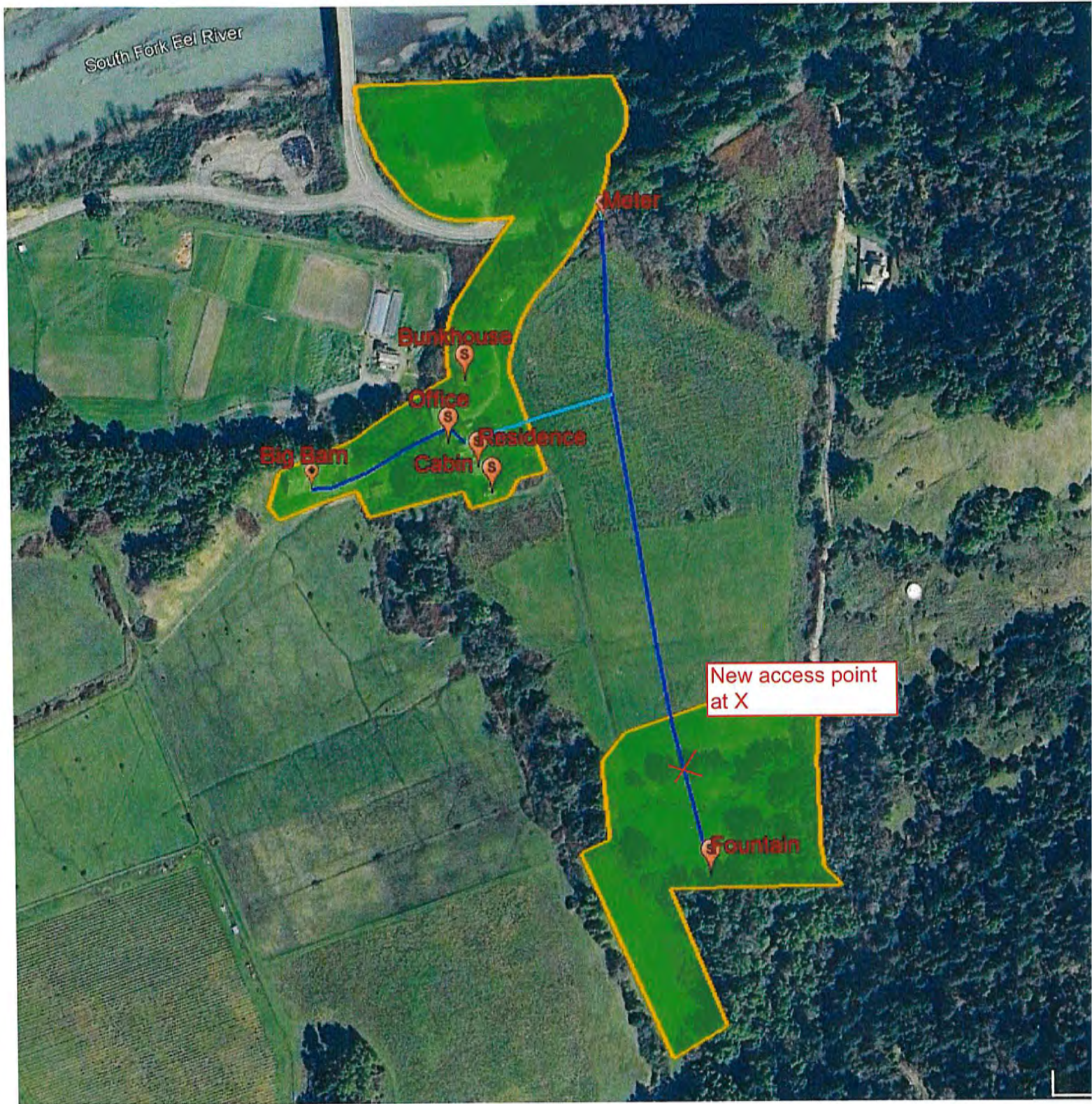
Please let us know the necessary steps, fees, and any additional documentation needed for review and approval. I'd be happy to discuss further or arrange a site visit at your convenience.

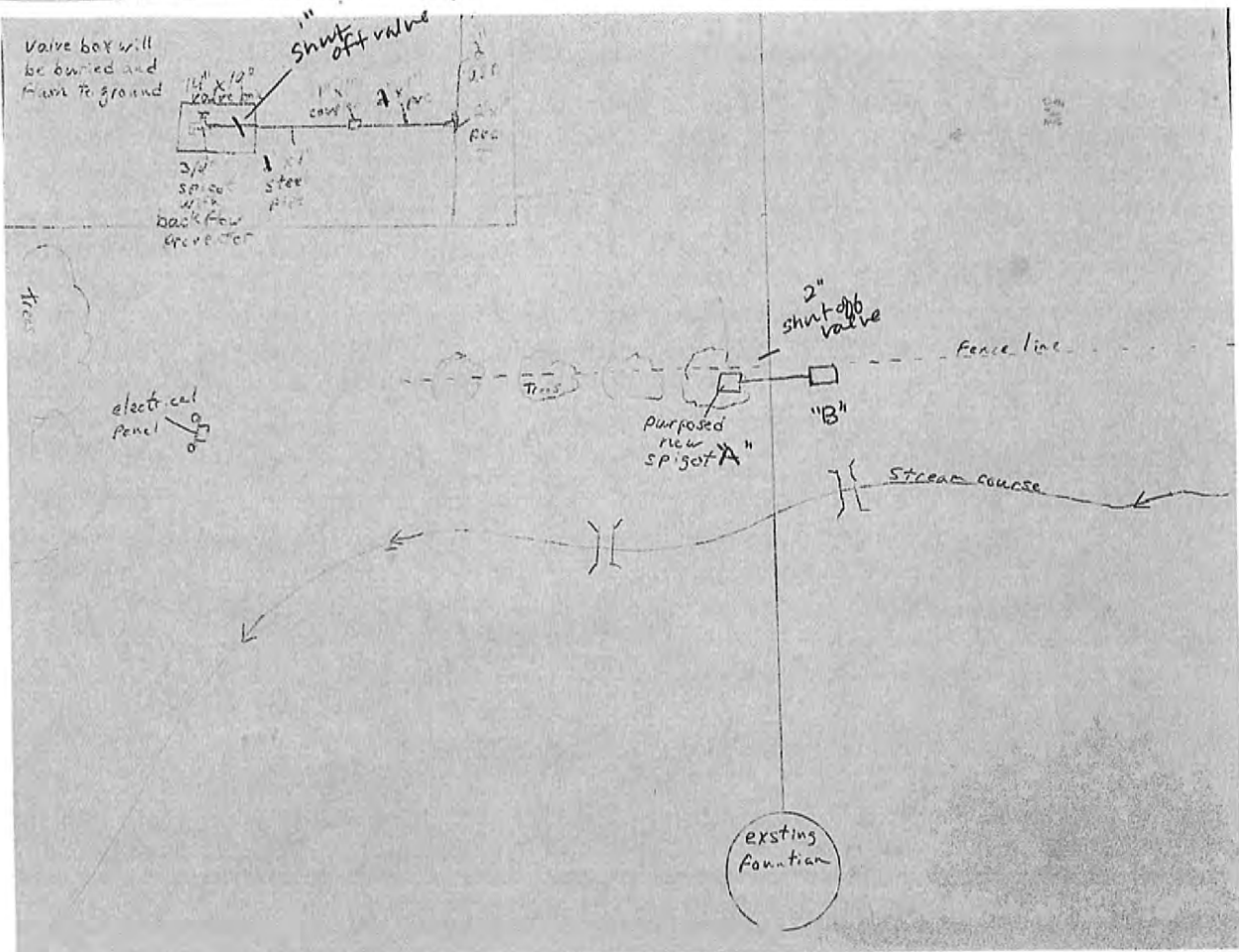
Thank you for your time and consideration.

Sincerely,

Laura Cochrane
Executive Director







Parts list

- 2- 2"x1" pvc T
- 2- 1"x1" pvc pipe
- 2- 1" slip x threaded pvc coupler
- 2- 1"x1" steel pipe
- 2- steel threaded T
- 2- 1" spigots
- 2- hose bib anti-siphon back flow preventors
- 2- NDS 14"x19" valve box
- 1 - 2" shut off valve
- 2 - 1" shut off valves

★★★★★ (29)

Q&A: (1)





RESOLUTION NO. 25-05**AMENDING RESOLUTION NO. 19-05, A RESOLUTION AUTHORIZING THE
GARBERVILLE SANITARY DISTRICT TO PROVIDE WATER SERVICES
OUTSIDE THE DISTRICT BOUNDARY TO APN 222-091-015 (SOUTHERN
HUMBOLDT COMMUNITY PARK)**

WHEREAS, on September 18, 2019, the Humboldt Local Agency Formation Commission (hereinafter referred to as "Commission") adopted Resolution No. 19-05, authorizing the Garberville Sanitary District (hereinafter referred to as "GSD" or "District") to extend water services outside its jurisdictional boundary to designated areas and uses on APN 222-091-015, the Southern Humboldt Community Park property (hereinafter referred to as "property owner" or "SHCP") in accordance with California Government Code Section 56133; and

WHEREAS, on July 19, 2023, the Commission adopted Resolution No. 23-04, amending Resolution 19-05 to document a change in the location of the water connection from Tooby Ranch Road to Sprowel Creek Road, and to incorporate by reference the Updated Water Service Agreement between the District and SHCP; and

WHEREAS, the Commission now wishes to further amend Resolution No. 19-05 to incorporate by reference the *First Amendment to the Updated Water Service Agreement, adopted by the District on April 22, 2025*, between the District and SHCP, which includes the installation and use of spigots; and

WHEREAS, the Commission finds that the use of spigots are consistent with previously authorized service areas and uses, provided that all water use remains within the established monthly allocation and supports the activities identified in the amended agreement; and

WHEREAS, all other particulars related to the District's original proposal to provide new or extended services to the SHCP property remain unchanged, including the size of the service lateral and the amount of water to be delivered to the SHCP property.

NOW, THEREFORE, BE IT RESOLVED that Resolution No. 19-05, as previously amended by Resolution No. 23-04, is hereby further amended by the Commission as follows:

1. Condition 1(a) of Resolution No. 29-05 is hereby amended to incorporate by reference the *First Amendment to the Updated Water Services Agreement* between GSD and SHCP, adopted by the District Board on April 22, 2025, and attached hereto as Attachment A, as follows:
 - a. The Garberville Sanitary District and property owner shall enter into Water Service Agreement regarding Out of District Services to APN 222-091-015, originally approved August 28, 2019, ~~and~~ updated June 27, 2023, and further amended on April 22, 2025, as attached in Exhibit B, and appropriately

recorded with Humboldt County. The Agreement shall include a provision that limits the extension of water services to designated areas of the subject property, as shown in Exhibit A, updated to show the change in location for the connection from Tooby Ranch Road to the existing 8" waterline in Sprowel Creek Road near SHCP's existing driveway, and not to any other properties. Any expansion or intensification of water services on said property, beyond those uses presented in the Service Agreement as shown in Attachment B, shall be considered a new request, and subject to LAFCo review. This Service Agreement shall automatically terminate at such time as the subject property is annexed to the Garberville Sanitary District.

2. All other terms and conditions of Resolution No. 19-05, as amended, shall remain in full force and effect.
3. The Commission hereby finds that the proposed change is so minor in nature that it does not present any new environmental impacts not already considered, does not constitute a substantial change, and that no subsequent or supplemental environmental documentation is required. This action is exempt from CEQA under Title 14, California Code of Regulations, Section 15061(b)(3), which applies to activities with no potential for causing a significant effect on the environment.

PASSED AND ADOPTED at a meeting of the Humboldt Local Agency Formation Commission on the 21st day of May, 2025, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Steve Madrone, Chair
Humboldt LAFCo

Attest:

Colette Santsche, Executive Officer
Humboldt LAFCo

Attachment A: Updated Water Service Agreement