



# GARBERVILLE SANITARY DISTRICT

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

February 10, 2020

Kristin Vogel  
PO Box 453  
Garberville, CA 95542

SUBJECT: RESPONSE TO PROTEST  
GSD PETITIONS FOR CHANGE IN PLACE OF USE ON LICENSE 3404 AND PERMIT  
20789 (APPLICATIONS 9686 and 29981) OF GARBERVILLE SANITARY DISTRICT,  
SOUTH FORK EEL RIVER IN HUMBOLDT COUNTY

Dear Ms. Vogel:

The Garberville Sanitary District received a protest filed by Kristin Vogel for the petitions for change in place of use on License 3404 and Permit 20789. In accordance with Water Code sections 1700 et seq. and from California Code of Regulations, title 23, sections 796 and 745 et seq., the District is providing an answer to the allegations contained in the protest. The District has reviewed the protest to determine what the protestant's objections are to the approval of the petition and the basis for these objections. To best organize our answer, we have provided a response following each paragraph, which was copied directly from your memo attached to the PROTEST – APPLICATION dated November 30, 2019.

My concern about this request by GSD to serve water to the Southern Humboldt Community Park (SHCP) is that it is not about people discarding plastic water bottles on public property. (The SHCP is private property.) Most people do not mind bringing in their own water bottles to this private Park. This Petition for change in the GSD Place of Use requests a significantly larger "island of service" than the one described in 2012-13 GSD Annexation. It requests more water in more areas of the Park than ever before. It sets up water spigots in each of the commercially zoned areas of the Park. These are zoned Public Facilities, (PF) which allows for heavy impact uses. The PF zones mapped out in the Park's EIR are for concerts and festivals, public restrooms, campgrounds, a public meeting center, a sports center and ball fields. **My concern is that piping GSD water out to all these areas of the Park creates the opportunity to use it for PF purposes without any CEQA review or mitigations to possible significant impacts. Strict legal enforcement wording that will hold up in court is needed to support the limits placed on the proposed 2999 cubic ft. per month connection.**

The District's Legal Counsel prepared a Water Service Agreement (WSA), which will be recorded against the property's title, that clearly details the locations, type of use, and monthly quantity of water allowed to be used at the SHCP before the water service is turned off. This agreement has been executed by the GSD Board of Directors and the SHCP Board of Directors and is fully enforceable in court should that become necessary. A copy of this agreement is attached for your reference.

Some of the specific sections from the executed WSA that detail the limitations for this water service extension are:

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.

The Application from GSD now before you contains Resolution 19-02. This is a Resolution that seems like the one that GSD offered to the Park in 2012. But it is significantly different. GSD has changed the wording in Resolution 19-02 and it does not match the original 2012 “island of service” offer which designated that the GSD water connection be for “residential use only”. **The new wording blurs the boundary between residential use and commercial use of GSD water on the SHCP property. It opens the door to possibly significant impacts to the South Fork Eel river, its wildlife, its threatened aquatic species, and its stability and dependability as a drinking water source for the communities of Garberville and Redway. And yet, to date, these impacts have not been analyzed under CEQA. The (OAS) out-of-area service connection that GSD is specifically requesting does not address these concerns.**

Whether the 2,000 cubic feet per month are used for residential or commercial uses has no effect of the river. The District has the authority to divert up to 80 million gallons per year from the river. The SHCP’s 24,000 cubic feet (179,520 gallons) per year is 0.2% of this total and inconsequential.

The impact of this allocation to SHCP was analyzed in the Garberville Sanitary District Final Recirculated Initial Study/Mitigated Negative Declaration dated Sept 2013 and reconfirmed in the addendum adopted by HLAFCo in September 2019. HLAFCo’s Addendum states in part “In 2013, GSD completed an IS/MND to support the addition of areas that were being served

by the Garberville Water Company system, purchased by GSD in 2004, to GSD's jurisdictional boundary and POU. The 2013 IS/MND included a discussion of historical water service to SHCP by means of an existing meter located on an adjacent parcel and stated that GSD would consider future extension of water service to the park. As such, water service to SHCP was included as part of the cumulative impact analysis for the IS/MND which takes into consideration anticipated future projects. Water supply to the park was also included in GSD's total water allocation that was used for analysis in the 2013 IS/MND."

In addition, a site specific CEQA document was prepared by the County of Humboldt entitled "Southern Humboldt Community Park Final Environmental Impact Report (SCH#2010092037), November 2016" and the "Southern Humboldt Community Park Draft Environmental Impact Report (SCH#2010092037), April 2016" to inform potential Humboldt County General Plan and Zoning Ordinance changes and to obtain a conditional use permit for certain proposed uses of SHCP.

A Notice of Determination for these various CEQA documents was filed by the

- Garberville Sanitary District
- Humboldt Local Agency Formation Commission
- State Water Resources Control Board – Division of Water Rights
- County of Humboldt Board of Supervisors

The deadlines for filing a challenge to the actions have expired for these Notices of Determination. Public comments were received and considered numerous times throughout these CEQA processes prior to each lead agency's action. There were no challenges filed for any of these CEQA actions. You provided public comments into each of those public environmental review processes and had the opportunity to challenge the lead agency's decision at that time.

HLAFCo's 2019 Addendum states "As verified in this Addendum, the 2013 IS/MND analyses and the conclusions remain current and valid. The proposed service extension would not cause new significant effects not identified in the 2013 IS/MND nor increase the level of environmental effect to substantial or significant, and, hence, no new mitigation measures would be necessary to reduce significant effects. No change has occurred with respect to circumstances surrounding the proposed project that would cause new or substantially more severe significant environmental effects than were identified in the 2013 IS/MND. In addition, no new information has become available that shows that the project would cause new or substantially more severe significant environmental effects which have not already been analyzed in the 2013 IS/MND. Therefore, no further environmental review is required beyond this Addendum."

The "out-of-area service connection" has already been approved by the Humboldt Local Agency Formation Commission (HLAFCo) when we received unanimous approval to provide service to this property during the September 18, 2019 Commission meeting. The District is now petitioning to add the same area approved by HLAFCo to the Place of Use for the appropriate water license and permit.

The river is the source of drinking water for over a thousand ratepayers in the Garberville Sanitary District and downstream, in the Redway Community Services District. An “out of area service connection” with no true site specific CEQA, is not adequate to meet the responsibility GSD owes to ratepayers and threatened species who need a river that can last through droughts and very low flows in summer. The SHCP Park is already taking at least 7 million gallons out of the river for private lease crops, wine grapes and cattle-raising without a meter on their riparian intake line. They approximate this figure. The current applications by new businesses for even more high volumes of water are increasing in Garberville. One of the most important projects that must be addressed is the 2030 new hospital which will consume at minimum five million gallons a year according to GSD’s consultant, 4JS Consulting, Jennie Short. Other projects in GSD’s pipeline include many more legal marijuana growers, the renovated Six Rivers Bank building on Redwood Drive, the bubble hash processing plant going in on Redwood Drive, and a lifestyle spa motel next to the Highway 101 at the north end of Garberville. These businesses are lining up for water service at a time that the Garberville Sanitary District is already using over 70 million of the 80 million gallons it is allocated yearly from the State. **A complete GSD capacity study and a proper, (not a “piecemealed” addendum) CEQA is needed that accounts for all of the upcoming projects and their impacts on the South Fork Eel river before a decision is made on this change in place of use.** Please do not rush into this decision. It needs time for your deliberation. Thank you for your work.

A fact that needs to be kept in mind when reviewing the SHCP's water supply and demand needs, is that the SHCP has a riparian water right that has **no limitations** on diversion quantities so long as the water is beneficially used on SHCP property. The SHCP agreed to place a limitation on the diversions made during low flows as part of the FEIR. The SHCP limits are:

*“SHCP staff will track streamflow at Sylvandale (USGS Gauge #11476500), available from USGS website) between July 1st and October 31st. If streamflow drops below 40 cfs, streamflow data will be checked daily before diverting water from the South Fork Eel River infiltration gallery for sports field irrigation. **No diversion from the South Fork Eel River infiltration gallery will occur when the collected streamflow data shows the flow at Sylvandale (USGS Gauge #11476500) is less than 30 cfs.** The LSAA with the CDFW requires that streamflow be measured prior to any diversion if water is diverted between July 1 and October 31. Measurements shall be taken at USGS Gauge 11476500.”*

The SHCP has installed a meter on their riparian diversion so that they no longer have to estimate the quantity of water being diverted from the river.

The very small quantity of water being proposed for supply by the District is only to meet the Park’s need for potable water. They will continue to utilize the spring, wells, and river diversion for their other uses on the property including agricultural irrigation.

In addition to the extensive CEQA analysis completed in the above listed documents, the District's Board of Directors receives and reviews the Annual Water Capacity Analysis report. The goal of this report is to document the possible projects that have been reviewed by the District throughout the year, the project's estimated water consumption, the outstanding development potential of every parcel within the District, a comparison between estimated and actual useage for newly connected projects, and the actual water diverted from each of the District's water sources. This report specifically lists the SHCP property and the allocation of 2,000 cubic feet per month for use at the SHCP on page 10 (180,000 gallons per year included). The purpose of this analysis is to make sure that the District doesn't approve projects for water service beyond the District's appropriative limits. The trend shown on page 6 clearly shows that the annual water diversion is trending slightly downward, not increasing.

The projects you list are concepts that have been brought forward to the District Board, but with the exception of the Bank (which is a remodel at an existing customer's property); they have yet to be approved for water service. The estimate for anticipated water use at the hospital site was completed by SHN Engineers, not Jennie Short of 4Js Consulting, and was for the maximum conceivable project and may not be an accurate representation of what the hospital actually applies for from the District.

In summary, the Park's project has been analyzed several times, by several different agencies, to meet regulatory requirements for various approvals requested and each time the agency came to the conclusion that the minimal amount of water proposed for supply by the District to the SHCP would have no adverse impact on the environment or the South Fork of the Eel River, and could be serviced by our existing appropriative rights.

In closing, I believe that this letter supplies the needed answers for your protest issues to be sufficiently resolved. The District along with HLAFCo and Humboldt County all agree that the CEQA process used is sufficient and no challenges to the actions were filed. If you have questions or need further information please contact Jennie Short at [jmshort@garbervillesd.org](mailto:jmshort@garbervillesd.org) or by phone at (707) 223-4567. All mailed correspondence should be sent to Garberville Sanitary District, Attn: Jennie Short, P.O. Box 211, Garberville, CA 95542.

Respectfully,



Ralph Emerson  
GSD General Manager

JMS

Cc: State Water Resources Control Board  
Division of Water Rights, Petitions and Licensing Unit  
Attn: Michael Meza and Scott McFarland  
PO Box 2000  
Sacramento, CA, 95812-2000

Mitchell Law Firm  
Attn: Russ Gans, Esq.  
P.O. Drawer 1008  
Eureka, CA 95502

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

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

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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 ( $\frac{3}{4}$ "") 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 ( $\frac{3}{4}$ " ) 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: 

Name: Linda K Broderick

Its: Board Chair Person

**“SHCP”**

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

By: Ross Huber

Name: Ross Huber

Its: Chair

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

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

Its: \_\_\_\_\_

*[Attach exhibits]*

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.

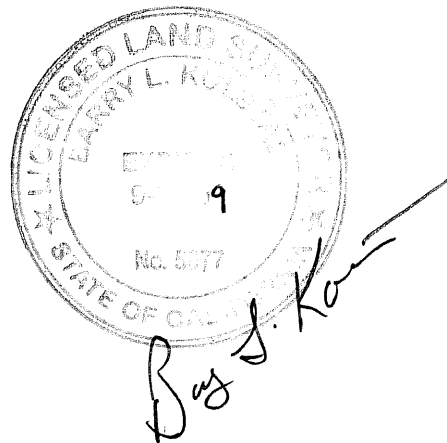


EXHIBIT "A", Parcel C

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;

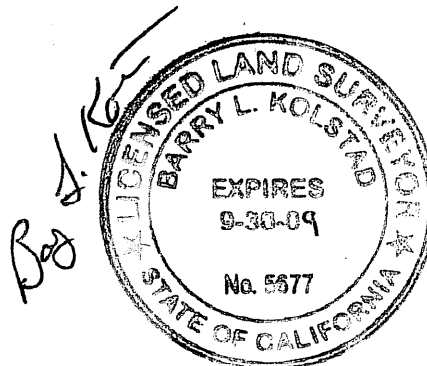
thence along a curve to the right, the radius point of which bears South 49 degrees 32 minutes 00 seconds West, 75.00 feet, through a central angle of 96 degrees 08 minutes 45 seconds for 125.85 feet;

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

