



**COUNTY OF HUMBOLDT**  
**PLANNING AND BUILDING DEPARTMENT**

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3015 H Street Eureka CA 95501  
Phone: (707)445-7541 Fax: (707) 268-3792

Hearing Date: June 18, 2020

To: Humboldt County Planning Commission

From: John Ford, Director, Planning and Building Department

Subject: **Samoa Pacific Group Coastal Development Permit and Development Agreement**  
Case Numbers CDP-13-030, DA-17-001  
Application Number 8827  
Assessor Parcel Numbers 401-031-055 and 401-031-070  
Samoa area

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Please contact Trevor Estlow at (707) 268-3740, or by email at [testlow@co.humboldt.ca.us](mailto:testlow@co.humboldt.ca.us) if you have any questions about the scheduled public hearing item.

## AGENDA ITEM TRANSMITTAL

Hearing Date	Subject	Contact
June 18, 2020	Coastal Development Permit and Development Agreement	Trevor Estlow

**Project Description:** A Coastal Development Permit (CDP) for the phased subdivision of Master Parcel 3 encompassing approximately 185 acres in the Town of Samoa into 332 parcels. The change in the density or intensity of use of land, including subdivision pursuant to the State Subdivision Map Act, constitutes development under the Coastal Act and requires approval of a CDP. The project also includes the approval of a Development Agreement pursuant to Section 65864 et seq. of the Government Code. The tentative map for the phased subdivision was approved at the February 20, 2020 Planning Commission meeting and the CDP is one of the required conditions of approval necessary to complete the subdivision. At the time the tentative map was approved, a Planned Unit Development Permit was also approved to establish setbacks from property lines in the existing Samoa townsite based on the locations of existing buildings; minimum lot sizes will be reduced to 2,000 square feet; lot coverage will be increased to 80%, and parking standards will be modified to allow for areas of common parking rather than having all parking either on-site or in front of each residence. Due to dune, wetland and forest Environmentally Sensitive Habitat Areas (ESHAs) and setbacks therefrom, there will be large areas of open space within the proposed development. Parcels will be served by community domestic water supply and sewage disposal systems. Exceptions to solar shading requirements are requested to accommodate the existing developed housing areas and planned unit development standards for new construction. All development will comply with the Samoa Town Master Plan Overlay requirements and the development standards specified for Samoa in the Coastal Zoning Regulations.

**Project Location:** The project site is located in the Samoa area, on both sides of New Navy Base Road, approximately 500 feet southwest from the intersection of New Navy Base Road with the Samoa Bridge, on properties known as 920 and 931 Vance Road and the property known to be in Sections 16 and 17 Township 05 North, Range 01 West.

**Present Plan Land Use Designations:** Residential Low Density (RL), Residential Medium Density (RM), Commercial General (CG), Commercial Recreation (CR), Natural Resources (NR), Public Recreation (PR), Public Facilities (PF), Industrial/Coastal Dependent (MC) and Business Park (MB).

**Present Zoning:**

- Residential Single Family with combining zones for Design Review and Planned Development (RS/D,P);
- Residential Multi Family with combining zones for Design Review and Planned Development (RM-30/D,P);
- Commercial General with combining zones for Design Review (CG/D);
- Commercial Recreation with combining zones for Archaeological Resource Area Outside Shelter Cove and Design Review (CR/A,D);
- Natural Resources with combining zones for Coastal Wetland Areas and Beach and Dune Areas (NR/W,B);
- Public Recreation with combining zone for Design Review (PR/D);
- Public Facilities – Urban with combining zone for Design Review (PF1/D);
- Industrial/Coastal-Dependent with combining zone for Archaeological Resource Area Outside Shelter Cove;
- Business Park with combining zone for Design Review (MB/D);

**Case Numbers:** CDP-13-003, DA-17-001      **Application Number:** 8827

**Assessor Parcel Numbers:** 401-031-055 and 401-031-070

**Applicant**

Samoa Pacific Group LLC  
Dan Johnson  
5721 Ericson Way  
Arcata, CA 95521

**Owner**

same as applicant

**Agent**

Kelly-O'Hern Associates  
Mike O'Hern  
3240 Moore Avenue  
Eureka, CA 95501

**Environmental Review:** Project requires environmental review. The Humboldt County Planning Commission certified the Final Supplemental Master Environmental Impact Report for the Samoa Town Master Plan (SCH# 2003052054).

**State Appeal Status:** Project is appealable to the California Coastal Commission

**Major Issues:** None

**Samoa Pacific Group Coastal Development Permit and Development Agreement**  
Case Numbers CDP-13-003, DA-17-001  
Assessor Parcel Numbers 401-031-055 and 401-031-070

**Recommended Planning Commission Action**

1. Describe the application as a Public Hearing.
2. Request that staff present the project.
3. Open the public hearing and receive testimony;
4. Close the hearing and take the following action:

*Make all the required findings for approval of the Coastal Development Permit and Development Agreement based on evidence in the staff report and public testimony, adopt the Resolution approving the Samoa Pacific Group Coastal Development Permit subject to the recommended conditions and adopt the Resolution to recommend the Development Agreement to the Board of Supervisors for approval.*

**Executive Summary:**

**Background**

In 2001, the historic lumber town of Samoa was purchased by the Samoa Pacific Group, LLC as the result of an international auction. The land purchased at auction comprised 65 acres, and included the town of 98 houses, a restored hostelry, a post office, gymnasium, the Samoa Cookhouse, gift shop, fire house, wood shop, former gas station, the Women's Club, and the existing sewage treatment system. Samoa Pacific Group also purchased industrial and dune lands totaling approximately 120 acres which were formerly part of the lumbering operation but are mostly vacant and undeveloped land at this time.

In August 2002, the applicants submitted a Master Plan for the Samoa town site prepared by RNL Design in collaboration with The Planning Studio of Kevin Young. The Master Plan covers approximately 185 acres of land in and adjacent to the existing town. The Master Plan provides for the future development of a wide range of uses within the town, including tourist-oriented accommodation and retail uses, new and renovated housing, business and industrial uses, historic/cultural/ recreational uses, community uses and parks and open spaces. The Master Plan was revised in July 2004 following completion of technical background studies. Further refinements of the Master Plan were presented in the Final Master Environmental Impact Report (FMEIR) and updated Master Plan.

On February 10, 2015 the Board of Supervisors approved modifying the text of the Humboldt Bay Area Plan and zoning text related to the timing of certain aspects of the Samoa Town Master Plan. The Town of Samoa property owner, Samoa Pacific Group, proposed that the County of Humboldt submit a Humboldt Bay Area Plan (HBAP) Local Coastal Plan (LCP) Amendment to the California Coastal Commission to allow for timely development of low-income multi-family housing. This amendment involved changing the phasing provisions of the Samoa Town Master Plan (STMP) adopted into the HBAP in order to meet grant funding time requirements for the proposed upgrades to the wastewater treatment facility (WWTF) to serve low-income multi-family housing. This amendment was subsequently approved by the California Coastal Commission.

On May 4, 2017 the Planning Commission approved a Coastal Development Permit, Conditional Use Permit, and Planned Development Permit for which the following was approved: 1) reconstruction and new construction for Vance Avenue from the north end of Samoa near



Cookhouse Road southerly to the south end of the Samoa Pacific Group property; and a Special Permit for Design Review. The work will include sidewalk construction, shoulder widening and installation of underground utilities; 2) development of an eighty unit affordable housing project which includes ten buildings, including a community building with kitchen, office and meeting room; 3) construction of a water storage tank for domestic water and fire suppression for Samoa; and 4) construction of a new wastewater treatment and effluent disposal system for Samoa (The construction will be the first phase of a system that will be enlarged incrementally as new development progresses in Samoa). Building permits for the development of the affordable housing project have been secured and construction of the 80-unit complex is underway.

On October 3, 2019 the Planning Commission approved a Coastal Development Permit and Conditional Use Permit for extension of a treated effluent sewer transmission line from the boundary of the Samoa Pacific group property to the ocean outfall line on the Harbor District property. The project included certification of a Supplemental Environmental Impact Report (SEIR) which addresses utilization of Harbor District's Marine Terminal II Ocean Outfall line for disposal of treated sewage effluent. The SEIR also addressed other aspects of the Samoa Town Master Plan which includes the phased-final map subdivision of Master Parcel 3.

On February 20, 2020, the Planning Commission approved a tentative map subdivision and a Planned Development Permit for the phased subdivision of Master Parcel 3 encompassing approximately 185 acres in the Town of Samoa into 332 parcels.

### **Current Project**

The current project is for a Coastal Development Permit (CDP) for the phased subdivision of Master Parcel 3 encompassing approximately 185 acres in the Town of Samoa into 332 parcels. The change in the density or intensity of use of land, including subdivision pursuant to the State Subdivision Map Act, constitutes development under the Coastal Act and requires approval of a CDP. The project also includes the approval of a Development Agreement pursuant to Section 65864 et seq. of the Government Code. The tentative map for the phased subdivision was approved at the February 20, 2020 Planning Commission meeting and the CDP is one of the required conditions of approval necessary to complete the subdivision. At the time the tentative map was approved, a Planned Unit Development Permit was also approved to establish setbacks from property lines in the existing Samoa townsite based on the locations of existing buildings; minimum lot sizes will be reduced to 2,000 square feet; lot coverage will be increased to 80%, and parking standards will be modified to allow for areas of common parking rather than having all parking either on-site or in front of each residence. Due to dune, wetland and forest Environmentally Sensitive Habitat Areas (ESHAs) and setbacks therefrom, there will be large areas of open space within the proposed development. Parcels will be served by community domestic water supply and sewage disposal systems. Exceptions to solar shading requirements are requested to accommodate the existing developed housing areas and planned unit development standards for new construction. All development will comply with the Samoa Town Master Plan Overlay requirements and the development standards specified for Samoa in the Coastal Zoning Regulations.

Development of the property will occur in phases. Twenty-two phases are identified. Phase 1, involving development of 80-unit affordable housing complex and a wastewater treatment facility, is in progress. The STMP requires that final maps be filed for the existing old town areas before the business park and new residential areas may be developed. The phasing plan reflects these development priorities.

The STMP identifies areas for open space, including dune, wetland and forest Environmentally Sensitive Habitat Areas (ESHAs). STMP policies include requirements for trail development and designation of the Samoa Dune Interpretation Area. Parcels will be served by community sewage and community domestic water supply systems. The wastewater facility will be managed by the Peninsula Community Services District which is presently under formation. Exceptions to solar shading requirements are requested to accommodate the existing developed housing areas and planned unit development standards for new construction. All development will comply with the Samoa Town Master Plan Overlay requirements and the development standards specified for Samoa in the coastal zoning ordinance.

The development timing provisions of the STMP requires that a Coastal Development Permit (CDP) for the subdivision be separately considered after the North Coast Regional Water Quality Control Board (RWQCB) has adopted the National Pollutant Discharge Elimination System (NPDES) permit and Waste Discharge Requirements (WDRs) Order No. R1-2020-0005 for the Peninsula Community Services District and Samoa Pacific Group Wastewater Treatment Facility. The RWQCB adopted the order at their hearing on April 16, 2020 and the order became effective on June 1, 2020. In addition to the subdivision, the Coastal Development Permit will also include the following: upgrade of all utilities, including water supply and emergency controls, sewage collection, electrical services, street lighting and telephone/cable services; construction of subdivision improvements and installation of utilities; demolition of various sheds and the Fireman's Hall building; building renovations and site grading in conjunction with a lead paint hazard abatement program for existing houses reconstruction of existing hardscapes and the construction of new roads, parking areas, bus stops, trails, sidewalks and other pedestrian and bicycle facilities within the Town of Samoa. The securing of the CDP is a prerequisite for map recordation and was included as a condition of approval for the tentative map.

Pursuant to Section 65864 et seq. of the Government Code and Section 2171-1 et seq. of the Humboldt County Code, the applicant is seeking to enter into a Development Agreement with the County. Development agreements are contracts negotiated between project applicants and public agencies that govern allowable land uses for development consistent with zoning and land use policies. These agreements are intended to serve as a tool to strengthen a community's commitment to comprehensive land use planning. The appropriate use of development agreements can provide the County with public benefits by requiring the developer to provide certain public improvements and benefits that would not otherwise be obtained through applicable development approval processes. The development agreement provides a developer with greater certainty in the development approval process by vesting certain development rights.

The applicant and the Planning Director have entered into negotiations and have reached a tentative agreement on the terms of the STMP Development Agreement. In return for recognizing certain vested rights and avoiding future conflicting enactments that would limit or reduce density, expand developers obligations, alter the development standards for roads and improvements, among other terms, the developer has committed to certain public benefits including the sale of approximately 35 acres of coastal dune property to a non-profit land trust to be preserved in perpetuity as open space; the construction of additional parking and trail improvements to facilitate and encourage public coastal access; the formation of a the Peninsula Community Services District to provide for the provision of utilities, emergency medical services, road maintenance, storm drainage, parks, recreation and open space; the construction of additional affordable housing units within the Coastal Zone and project area; and the expansion of Tsunami evacuation education, signage and protocols to include areas outside of the STMP;

The Planning Commission is charged with reviewing the proposed Development Agreement for consistency with findings in Section 2171-14 of County Code and making a recommendation on its adoption to the Board of Supervisors. The findings require: 1) consistency with the General Plan and Local Coastal Plans, 2) consistency with the zoning regulations; 3) conformity with the public interest and general welfare; 4) not being detrimental to public health, safety or welfare of persons residing in the vicinity; 5) not adversely affecting the orderly development of the property; and consistency with state law governing Development Agreements. These findings are closely aligned with the findings for the approval of the Coastal Development Permit. Staff believes that the findings can be made based on the submitted evidence.

Based upon the on-site inspection, a review of Planning Division reference sources, and comments from all involved referral agencies, Planning staff has found that the project will not result in a significant impact on the environment as proposed, and that the applicant has submitted evidence in support of making all of the required findings for approving the proposed subdivision per the Recommended Commission Action.

**Alternative:** The Planning Commission could recommend denial of the proposed Coastal Development Permit and Development Agreement if the Commission finds that the submitted evidence does not support making all of the required findings. However, based on this staff report, planning staff believes the submitted evidence does support making all of the required findings and does not recommend further consideration of this alternative.

**RESOLUTION OF THE PLANNING COMMISSION  
OF THE COUNTY OF HUMBOLDT  
Resolution Number 20-**

**Case Number CDP-13-003  
Assessor Parcel Numbers 401-031-055 and 401-031-070**

**Making the Required Findings for Certifying Compliance with the California Environmental Quality Act and conditionally approves the Samoa Pacific Group Coastal Development Permit**

**WHEREAS**, Samoa Pacific Group submitted an application and evidence in support of approving a Coastal Development Permit for the phased subdivision of Master Parcel 3 encompassing approximately 185 acres in the Town of Samoa into 332 parcels; and

**WHEREAS**, the County Planning Division has reviewed the submitted application and evidence and has referred the application and evidence to involved reviewing agencies for site inspections, comments and recommendations; and

**WHEREAS**, the project is subject to environmental review pursuant to of the California Environmental Quality Act (CEQA); and

**WHEREAS**, on October 27, 2009 the Board of Supervisors of the County of Humboldt certified the proposed Final Master Environmental Impact Report (MEIR) as required by Section 15090 of the CEQA Guidelines and approved the local coastal plan amendment subject to California Coastal Commission review. The Board of Supervisors made the findings that: a) the Final EIR has been completed in compliance with CEQA; b) the Final EIR was presented to the Humboldt County Board of Supervisors, and the Humboldt County Board of Supervisors reviewed and considered the information contained in the Final EIR prior to approving the project; and c) the Final EIR reflects the lead agency's independent judgment and analysis; and

**WHEREAS**, on October 3, 2019 the Planning Commission certified a Final Supplemental EIR (SMEIR) in accordance with the requirements of Section 15163 of the California Environmental Quality Act (CEQA) Guidelines for Coastal Development Permit (Case Number PLN-2019-15309) authorizing utilization of the Harbor District's marine outfall line for the discharge of treated sewage effluent from the Samoa Town Master Plan area, and addressing other aspects of the Samoa Town Master Plan development including a Development Agreement pursuant to Section 2171.1 et seq. of the Humboldt County Code, the phased Final Map Subdivision of Master Parcel 3, and removal or relocation of several sheds/outbuildings which have been identified as potential historic structures; and

**WHEREAS**, Attachment 2 in the Planning Division staff report includes evidence in support of making all of the required findings for approving the proposed Coastal Development Permit (Case Number CDP-13-003); and

**WHEREAS**, a public hearing was conducted by the Planning Commission on June 18, 2020.

**NOW, THEREFORE**, be it resolved, determined, and ordered by the Planning Commission that:

1. The project complies with the provisions of Section 15177 of the State CEQA Guidelines and no further environmental review is required:

- a. The County is the lead agency for the project and is the lead agency identified in the Master EIR and Supplemental Master EIR;
  - b. The County analyzed as lead agency the project and determined that it was described in the Master EIR and because of changes in the project description since certification of the Master EIR preparation of a Supplemental Master EIR was necessary pursuant to Section 15162 of the State CEQA Guidelines; and
  - c. A Supplemental Master EIR was certified for the current project by the Planning Commission on October 3, 2019; no additional mitigation measures or alternatives are required, the subdivision and planned unit development project is in the scope of the Supplemental Master EIR and all feasible mitigation measures or feasible alternatives as set forth in the Supplemental Master EIR appropriate to the project are incorporated into the project and made a condition of project approval.
2. The findings in Attachment 2 of the Planning Division staff report for Case Number CDP-13-003 support approval of the project based on the submitted evidence;
  3. Approves the proposed project as recommended and conditioned in Attachment 1 for Case Number CDP-13-003.

Adopted after review and consideration of all the evidence on June 18, 2020.

The motion was made by Commissioner \_\_\_\_ and seconded by Commissioner \_\_\_\_.

AYES: Commissioners:  
 NOES: Commissioners:  
 ABSTAIN: Commissioners:  
 ABSENT: Commissioners:  
 DECISION:

I, John Ford, Secretary to the Planning Commission of the County of Humboldt, do hereby certify the foregoing to be a true and correct record of the action taken on the above entitled matter by said Commission at a meeting held on the date noted above.

\_\_\_\_\_  
 John H. Ford  
 Director, Planning and Building Department

**RESOLUTION OF THE PLANNING COMMISSION  
OF THE COUNTY OF HUMBOLDT  
Resolution Number 20-**

**Case Number DA-17-001  
Assessor Parcel Numbers 401-031-055 and 401-031-070**

**Makes the required findings for certifying compliance with the California Environmental Quality Act and conditionally approves the Samoa Pacific Group Development Agreement.**

**WHEREAS**, Samoa Pacific Group submitted an application and evidence in support of approving a Coastal Development Permit for the phased subdivision of Master Parcel 3 encompassing approximately 185 acres in the Town of Samoa into 332 parcels; and

**WHEREAS**, the County Planning Division has reviewed the submitted application and evidence and has referred the application and evidence to involved reviewing agencies for site inspections, comments and recommendations; and

**WHEREAS**, the project is subject to environmental review pursuant to of the California Environmental Quality Act (CEQA); and

**WHEREAS**, on October 27, 2009 the Board of Supervisors of the County of Humboldt certified the proposed Final Master Environmental Impact Report (MEIR) as required by Section 15090 of the CEQA Guidelines and approved the local coastal plan amendment subject to California Coastal Commission review. The Board of Supervisors made the findings that: a) the Final EIR has been completed in compliance with CEQA; b) the Final EIR was presented to the Humboldt County Board of Supervisors, and the Humboldt County Board of Supervisors reviewed and considered the information contained in the Final EIR prior to approving the project; and c) the Final EIR reflects the lead agency's independent judgment and analysis; and

**WHEREAS**, on October 3, 2019 the Planning Commission certified a Final Supplemental EIR (SMEIR) in accordance with the requirements of Section 15163 of the California Environmental Quality Act (CEQA) Guidelines for Coastal Development Permit (Case Number PLN-2019-15309) authorizing utilization of the Harbor District's marine outfall line for the discharge of treated sewage effluent from the Samoa Town Master Plan area, and addressing other aspects of the Samoa Town Master Plan development including a Development Agreement pursuant to Section 2171.1 et seq. of the Humboldt County Code, the phased Final Map Subdivision of Master Parcel 3, and removal or relocation of several sheds/outbuildings which have been identified as potential historic structures; and

**WHEREAS**, pursuant to Section 65864 et seq. of the Government Code, the applicant has entered into a Development Agreement with the County to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic costs of development;

**NOW, THEREFORE**, be it resolved, determined, and ordered by the Planning Commission that:

1. The project complies with the provisions of Section 15177 of the State CEQA Guidelines and no further environmental review is required:
  - a. The County is the lead agency for the project and is the lead agency identified in the Master EIR and Supplemental Master EIR;

- b. The County analyzed as lead agency the project and determined that it was described in the Master EIR and because of changes in the project description since certification of the Master EIR preparation of a Supplemental Master EIR was necessary pursuant to Section 15162 of the State CEQA Guidelines; and
  - c. A Supplemental Master EIR was certified for the current project by the Planning Commission on October 3, 2019; no additional mitigation measures or alternatives are required, the subdivision and planned unit development project is in the scope of the Supplemental Master EIR and all feasible mitigation measures or feasible alternatives as set forth in the Supplemental Master EIR appropriate to the project are incorporated into the project and made a condition of project approval.
2. The findings in Attachment 2 of the Planning Division staff report for Case Number CDP-13-003 /DA-17-001 support approval of the Development Agreement based on the submitted evidence; and
  3. The Planning Commission approves the proposed Development Agreement with the Samoa Pacific Group as recommended and considered in the Planning Division Staff Report for Case Number DA-17-001.

**BE IT FURTHER RESOLVED** that the Planning Commission recommends that the Board of Supervisors of the County of Humboldt:

1. Hold a public hearing in the manner prescribed by law.
2. Adopt the necessary findings prepared by Planning Staff.
3. Approve the Development Agreement.
4. Adopt Ordinance No.\_\_\_\_ adopting the Development Agreement between the Samoa Pacific Group and the County of Humboldt.

Adopted after review and consideration of all the evidence on June 18, 2020.

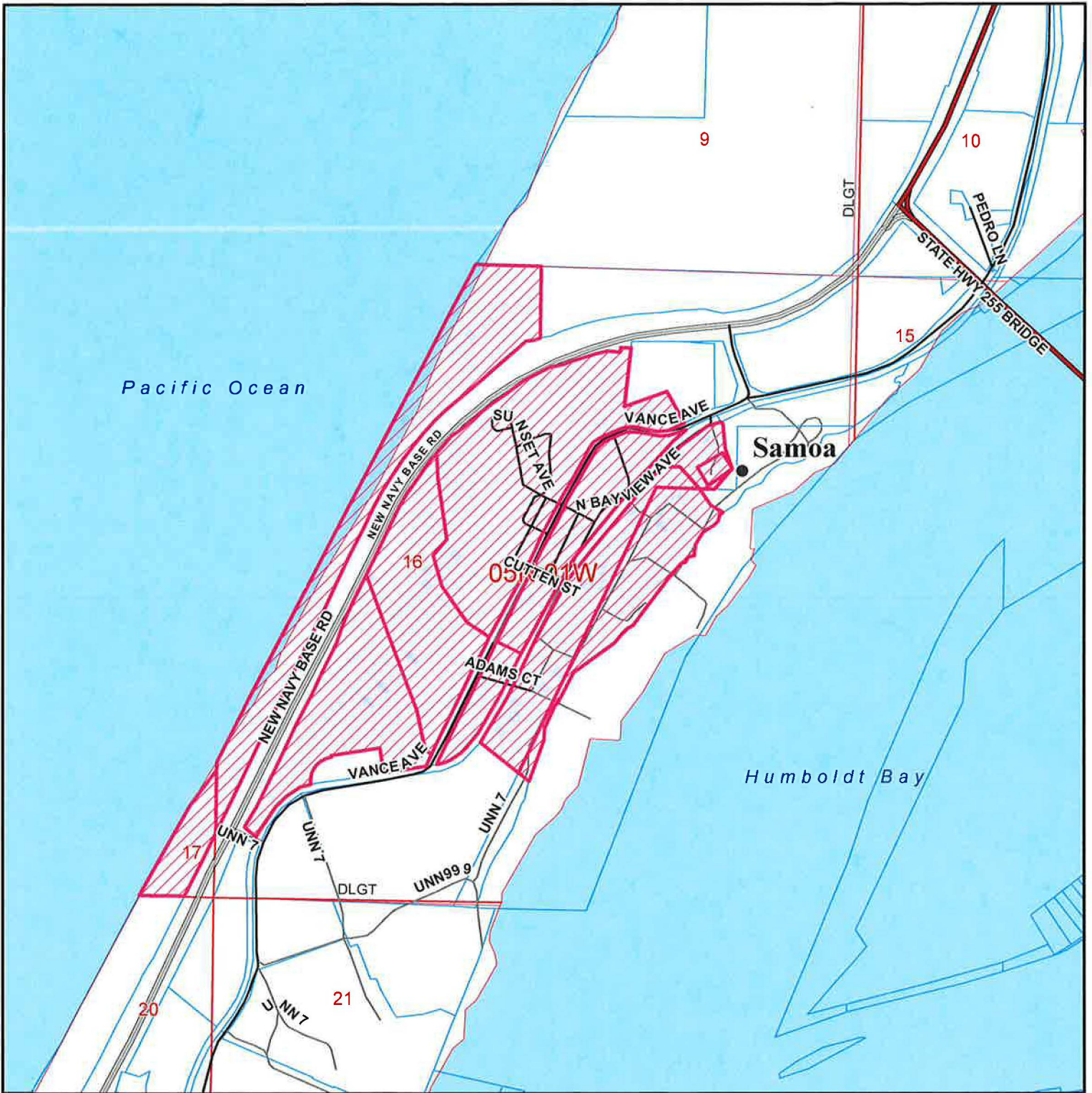
The motion was made by COMMISSIONER and seconded by COMMISSIONER and the following ROLL CALL vote:

AYES:                   Commissioners:  
 NOES:                   Commissioners:  
 ABSTAIN:               Commissioners:  
 ABSENT:               Commissioners:  
 DECISION:

I, John Ford, Secretary to the Planning Commission of the County of Humboldt, do hereby certify the foregoing to be a true and correct record of the action taken on the above entitled matter by said Commission at a meeting held on the date noted above.

\_\_\_\_\_  
 John H. Ford  
 Director, Planning and Building Department





**LOCATION MAP**

**PROPOSED SAMOA PACIFIC GROUP LLC  
COASTAL DEVELOPMENT PERMIT AND  
DEVELOPMENT AGREEMENT  
SAMOA AREA**

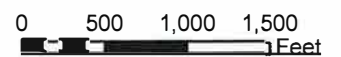
**CDP-13-003/DA-17-001**

**APNs: 401-031-055 and 401-031-070**

**T05N R01W S16-17 HB&M (Eureka)**

Project Area = 

This map is intended for display purposes and should not be used for precise measurement or navigation. Data has not been completely checked for accuracy.



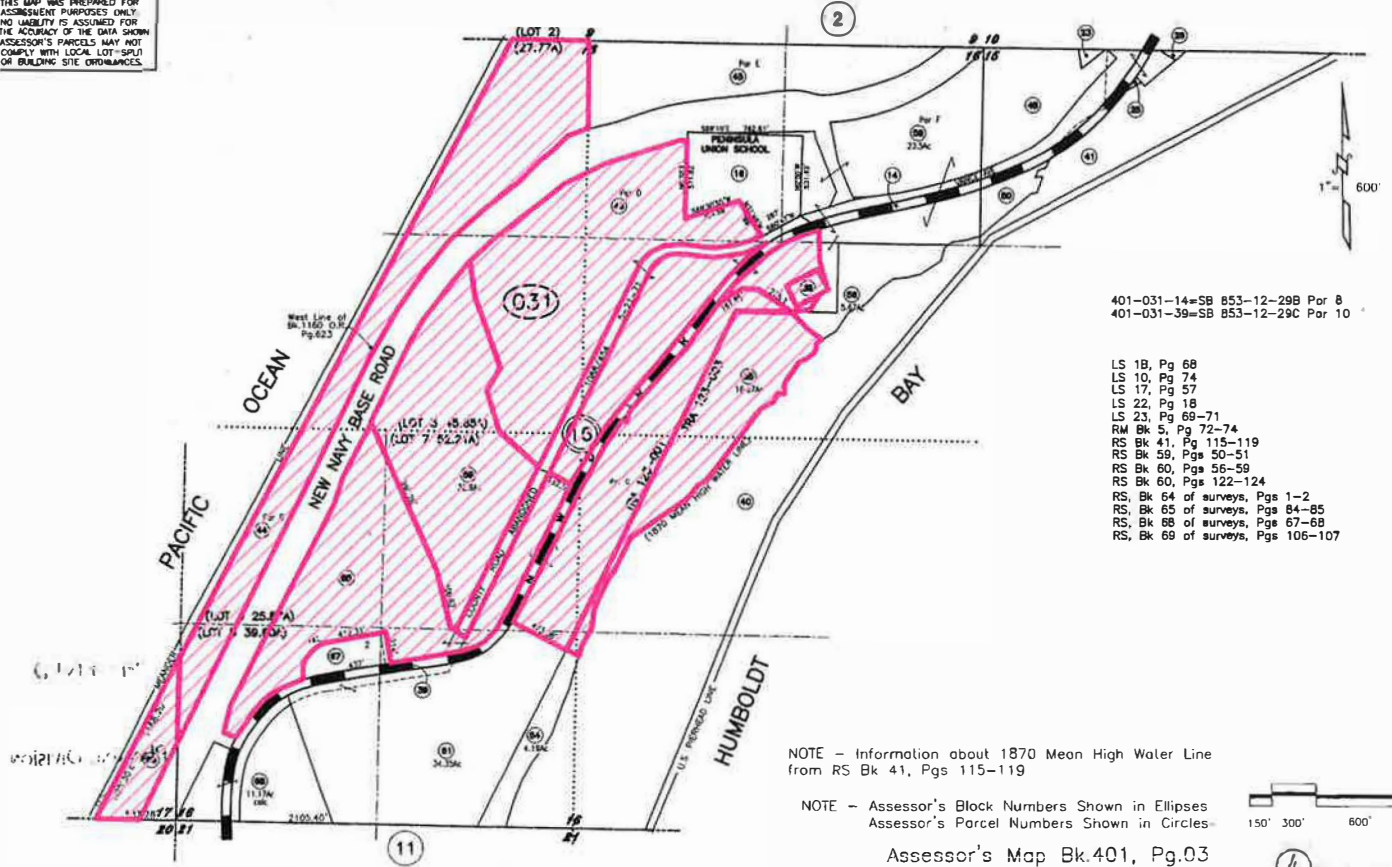


**ASSESSOR'S PARCEL MAP**

1. THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY.
2. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN.
3. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.

PTN SECS 15,16 & 17 T5N, R1W H.B.& M.

401-03

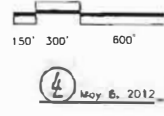


- 401-031-14=SB 853-12-29B Por 8
- 401-031-39=SB 853-12-29C Por 10
- LS 18, Pg 68
- LS 10, Pg 74
- LS 17, Pg 57
- LS 22, Pg 18
- LS 23, Pg 69-71
- RM Bk 5, Pg 72-74
- RS Bk 41, Pg 115-119
- RS Bk 59, Pgs 50-51
- RS Bk 60, Pgs 56-59
- RS Bk 60, Pgs 122-124
- RS, Bk 64 of surveys, Pgs 1-2
- RS, Bk 65 of surveys, Pgs 84-85
- RS, Bk 68 of surveys, Pgs 67-68
- RS, Bk 69 of surveys, Pgs 106-107

NOTE - Information about 1870 Mean High Water Line from RS Bk 41, Pgs 115-119

NOTE - Assessor's Block Numbers Shown in Ellipses Assessor's Parcel Numbers Shown in Circles

Assessor's Map Bk.401, Pg.03  
County of Humboldt, CA.



PROJECT AREA =

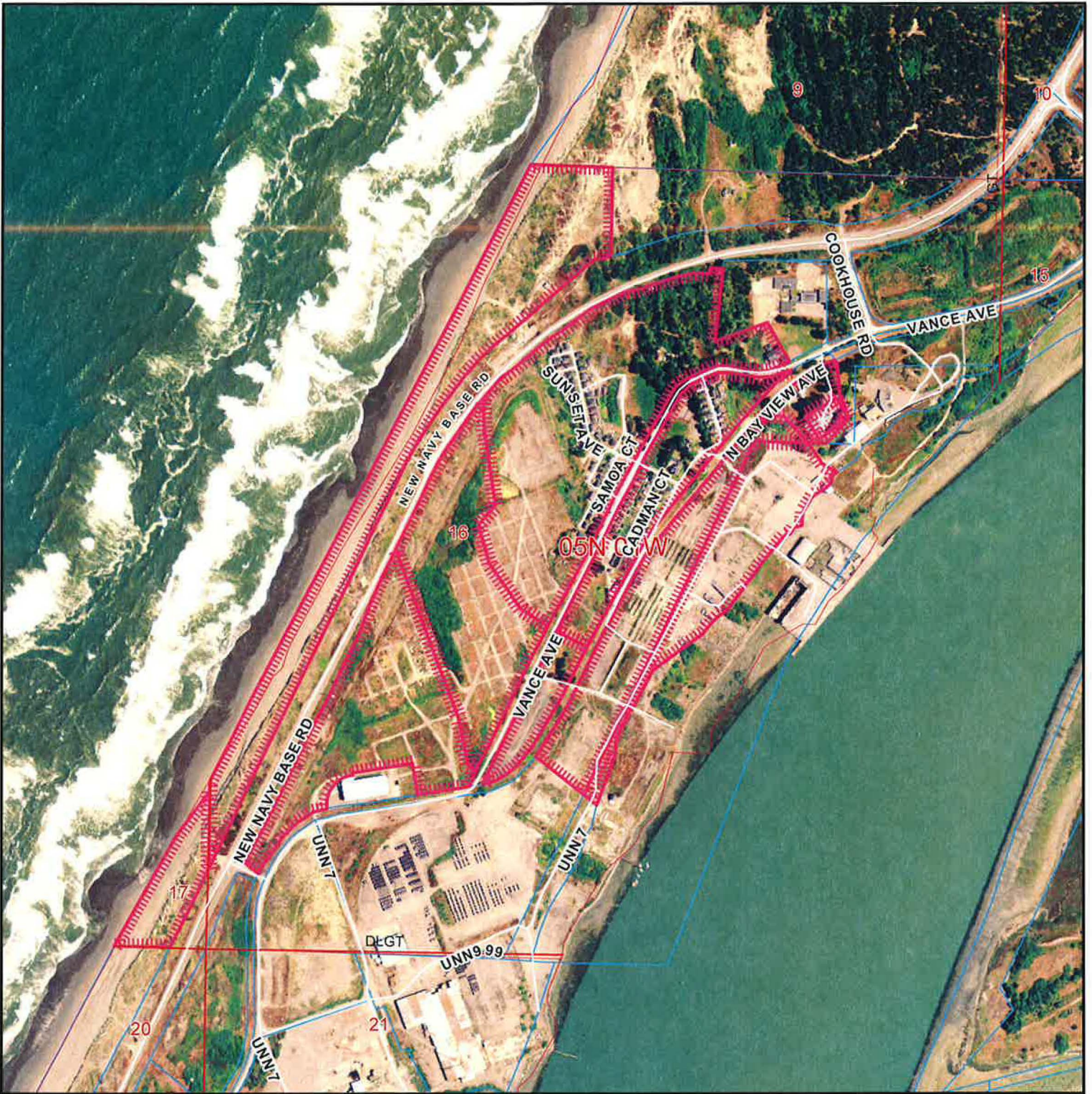
**ASSESSOR PARCEL MAP**

**PROPOSED SAMOA PACIFIC GROUP LLC  
COASTAL DEVELOPMENT PERMIT AND  
DEVELOPMENT AGREEMENT  
SAMOA AREA  
CDP-13-003/DA-17-001  
APNs: 401-031-055 and 401-031-070  
T05N R01W S16-17 HB&M (Eureka)**



MAP NOT TO SCALE





**AERIAL MAP**

**PROPOSED SAMOA PACIFIC GROUP LLC  
COASTAL DEVELOPMENT PERMIT AND  
DEVELOPMENT AGREEMENT**

**SAMOA AREA**

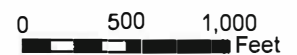
**CDP-13-003/DA-17-001**

**APNs: 401-031-055 and 401-031-070**

**T05N R01W S16-17 HB&M (Eureka)**

Project Area = 

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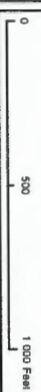
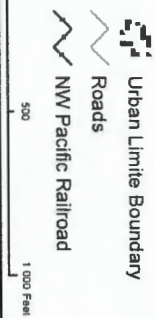
# Samoa Town Master Plan Zoning Map

## Zoning Designations / Combining Zones

- RS/D,P Residential Single-Family
- RM/D,P Residential Multi-Family
- MB/D Business Park
- CG/D Commercial General
- PF/D Public Facility
- CR/D Commercial Recreation
- CR/A,D Commercial Recreation
- MC/A Industrial Coastal Dependent
- MG - General Industrial
- PR/D Public Recreation
- NR/W Natural Resources

## Combining Zone Descriptions

- D - Design Review
- W - Wetland
- P - Planned Development Unit
- A - Archaeological Resource



The land use designations and zoning approved by the Commission with suggested modifications in its action on Humboldt County CPA HUM-MA-01-08 shall not become effective unless and until the entirety of the legal parcels containing APN 401-031-36, APN 401-031-38, APN 401-031-46, APN 401-031-55, APN 401-031-059, APN 401-031-65, and APN 401-031-144, generally depicted on Exhibit 25a, and described as the Samoa Town Master Plan Land Use Plan ("STMP-LUP") Overlay Area, excluding APN 401-031-67 which contains the Samoa Processing Center (Recycling Facility) owned by the Alaska Community Recycling Center (Master Parcel 3), are merged and resubdivided by parcel map into one large master parcel generally depicted on Exhibit 25a as Master Parcel 2. If all such parcels are merged and resubdivided by parcel map into Master Parcel 2, the entirety of the area generally depicted on Exhibit 25a and described as the Samoa property is not merged and resubdivided by parcel map into Master Parcel 3 generally depicted on Exhibit 25a, the entirety of the area generally depicted as, if all such property is merged and resubdivided by parcel map into Master Parcel 3, generally depicted on Exhibit 25a, the land use designations and zoning approved by the Commission with suggested modifications in its action on Humboldt County CPA HUM-MA-01-08 shall become effective. If all such property is merged and resubdivided by parcel map into Master Parcel 2, generally depicted on Exhibit 25a, the land use designations and zoning approved by the Commission with suggested modifications in its action on Humboldt County CPA HUM-MA-01-08 shall become effective upon both: (a) issuance of the coastal development permit for the merger and resubdivision by parcel map consistent with the certified LCP and (b) recodation of a merge-of-merge parcel map consistent with the certified LCP boundaries generally depicted on Exhibit 25a, the portion of the legal lot containing the STMP Overlay Area boundary shall be included within the merger and resubdivision by parcel map and become part of the immediately adjacent master parcel generally depicted on Exhibit 25a. If the land use designations and zoning approved by the Commission with suggested modification in its action on Humboldt County CPA HUM-MA-01-08 become effective, the Principal Permitted Use of any area subject to the STMP-LUP shall be determined in accordance with the designated Land Uses and in the patterns and locations generally shown on the certified STMP Land Use Map. No minimum or maximum number of lots shall be determined or authorized until or unless a coastal development permit for the comprehensive division of Master Parcel 2,3 has been approved and issued consistent with all applicable provisions of the certified LCP, including the STMP-LUP.

Location and appearance of the boundaries shown on this map were determined by the Humboldt County Planning Department on May 20, 2013. Source: Boundaries - State Office, Kevin Bengish, Architect 2011. Modified per County Decision on May 20, 2013. North: Based on Humboldt CDP.







# TOWN OF SAMOA SUBDIVISION

THIS PROPERTY MAY BE ENCUMBERED BY THE FOLLOWING RECORDED INSTRUMENTS:

BOOK 5 MAPS, PAGE 74 - PRIVATE EASEMENTS FOR INGRESS AND EGRESS OVER SUBDIVISION ROADS AS SHOWN THEREON.  
 BOOK 5 MAPS, PAGE 74 - PUBLIC RIGHTS TO USE SUBDIVISION ROADS AND OTHER PUBLIC RIGHTS AS SHOWN THEREON.  
 BOOK 93 DEEDS, PAGE 151 - EASEMENT FOR PUBLIC RIGHT OF WAY GRANTED TO COUNTY OF HUMBOLDT - AFFECTS STRIPS OF LAND IN AND ADJACENT TO THE TOWN OF SAMOA, AS SET FORTH THEREIN.  
 BOOK 93 DEEDS, PAGE 151 - EASEMENT FOR CLEAR WATER-WAY GRANTED TO COUNTY OF HUMBOLDT - THE EXACT LOCATION AND EXTENT OF SAID EASEMENT IS NOT DISCLOSED OF RECORD.  
 BOOK 116 DEEDS, PAGE 9 - RIGHTS OF NORTHWESTERN PACIFIC RAILROAD COMPANY.  
 BOOK 139 DEEDS, PAGE 42 - EASEMENT FOR PUBLIC RIGHT OF WAY GRANTED TO COUNTY OF HUMBOLDT.  
 BOOK 139 DEEDS, PAGE 42 - EASEMENT FOR CLEAR WATER-WAY GRANTED TO COUNTY OF HUMBOLDT - THE EXACT LOCATION AND EXTENT OF SAID EASEMENT IS NOT DISCLOSED OF RECORD.  
 BOOK 144 DEEDS, PAGE 409 - COVENANTS, CONDITIONS AND PROVISIONS - AFFECTS LOTS 14, 15, 16, 17, 18 AND 19 OF BLOCK 3 OF TOWN OF SAMOA.  
 BOOK 190 DEEDS, PAGE 463 - EASEMENT FOR PUBLIC HIGHWAY.  
 BOOK 545 O.R., PAGE 403 - EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITIES GRANTED TO PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION.  
 BOOK 603 O.R., PAGE 344 - EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITIES GRANTED TO PACIFIC TELEPHONE AND TELEGRAPH COMPANY - SHOWN HEREON.  
 BOOK 656 O.R., PAGE 470 - EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITIES GRANTED TO HUMBOLDT BAY MUNICIPAL WATER DISTRICT - SHOWN HEREON.  
 BOOK 656 O.R., PAGE 470 - COVENANTS, CONDITIONS AND RESTRICTIONS - BLANKET IN NATURE.  
 BOOK 678 O.R., PAGE 406 - EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITIES GRANTED TO PACIFIC GAS AND ELECTRIC COMPANY - SHOWN HEREON.  
 BOOK 765 O.R., PAGE 271, BOOK 780 O.R., PAGE 7, BOOK 844 O.R., PAGE 134, BOOK 956 O.R., PAGE 38 - EASEMENTS FOR INGRESS, EGRESS AND PUBLIC UTILITIES GRANTED TO PACIFIC GAS AND ELECTRIC COMPANY - SHOWN HEREON.  
 BOOK 1128 O.R., PAGE 51, BOOK 1277 O.R., PAGE 610, BOOK 1612 O.R., PAGE 276 - EASEMENTS FOR INGRESS, EGRESS AND PUBLIC UTILITIES GRANTED TO PACIFIC GAS AND ELECTRIC COMPANY.  
 BOOK 1160 O.R., PAGE 623 - THE FACT THAT THE OWNERSHIP OF SAID LAND DOES NOT INCLUDE THE RIGHTS OF ACCESS TO OR FROM THE STREET OR HIGHWAY ABUTTING SAID LAND - SHOWN HEREON.  
 BOOK 1263 O.R., PAGE 610 - A RESERVATION AND EXCEPTION FROM THE ABANDONED PORTIONS OF VANCE AVENUE, BAY STREET AND THAT CERTAIN ROAD KNOWN AS THE "C" LINE, A PERMANENT EASEMENT AND RIGHT OF WAY TO THE PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION (AMENDED THE BOARD ORDER RECORDED IN BOOK 1088 O.R., PAGE 454).  
 BOOK 1449 O.R., PAGE 537 - EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITIES GRANTED TO THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, A CORPORATION.  
 BOOK 1611 O.R., PAGE 929 - EASEMENT FOR PUBLIC UTILITIES, INGRESS AND EGRESS GRANTED TO PACIFIC TELEPHONE AND TELEGRAPH COMPANY - SHOWN HEREON.  
 BOOK 1722 O.R., PAGE 440 - EASEMENT FOR RIGHT OF WAY - THE EXACT LOCATION AND EXTENT OF SAID EASEMENT IS NOT DISCLOSED OF RECORD.  
 INSTRUMENT NO. 1995-22774-6 - EASEMENT FOR PUBLIC UTILITIES, INGRESS, EGRESS AND PUMP STATION GRANTED TO HUMBOLDT BAY MUNICIPAL WATER DISTRICT - SHOWN HEREON.  
 INSTRUMENT NO. 1998-17222-29 - SHARED SERVICES, FACILITIES, ACCESS, AND USE AGREEMENT.  
 INSTRUMENT NO. 1999-12525-6 - DEED RESTRICTION AND GRANT OF EASEMENT.  
 INSTRUMENT NO. 1999-17193-12 - EASEMENT FOR INGRESS AND EGRESS.  
 INSTRUMENT NO. 2000-14254-4 - EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS AND UTILITY INSTALLATIONS GRANTED TO HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, A PUBLIC ENTITY.  
 INSTRUMENT NO. 2000-25874-10 - A CERTIFICATE OF SUBDIVISION COMPLIANCE.  
 INSTRUMENT NO. 2000-25876-3 - NOTICE OF LOT LINE ADJUSTMENT AND CERTIFICATE OF SUBDIVISION COMPLIANCE.  
 INSTRUMENT NO. 2000-25878-5 - NOTICE OF LOT LINE ADJUSTMENT AND CERTIFICATE OF SUBDIVISION COMPLIANCE.  
 INSTRUMENT NO. 2000-26370-11 - TERMS AND PROVISIONS OF A COVENANT.  
 INSTRUMENT NO. 2000-26371-36 - EASEMENT FOR SANITARY SEWER PIPELINES, PONDS, PERCOLATION AREA AND LEACH FIELDS, UTILITIES, STORM WATER PIPES, AND DOMESTIC WATERLINE - THE EXACT LOCATION AND EXTENT OF SAID EASEMENT IS NOT DISCLOSED OF RECORD.  
 INSTRUMENT NO. 2000-26371-36 - RECIPROCAL EASEMENT AGREEMENT.  
 INSTRUMENT NO. 2001-24109-10 - EASEMENT FOR INGRESS AND EGRESS - SHOWN HEREON.  
 INSTRUMENT NO. 2001-24110-6 - NOTICE OF LOT LINE ADJUSTMENT AND CERTIFICATE OF SUBDIVISION COMPLIANCE.  
 INSTRUMENT NO. 2001-24227-27 - RECIPROCAL EASEMENT AGREEMENT.  
 INSTRUMENT NO. 2001-24227-27 - EASEMENT FOR ACCESS TO AND MAINTENANCE OF A PUMPHOUSE FACILITY AND ROADWAY GRANTED TO SIMPSON SAMOA COMPANY, A WASHINGTON CORPORATION - SHOWN HEREON.  
 INSTRUMENT NO. 2001-24228-39 - AGREEMENT FOR EASEMENT.  
 INSTRUMENT NO. 2001-24228-39 - EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITIES GRANTED TO SIMPSON SAMOA COMPANY, A WASHINGTON CORPORATION - THE EXACT LOCATION AND EXTENT OF SAID EASEMENT IS NOT DISCLOSED OF RECORD.  
 BOOK 41 SURVEYS, PAGE 115, BOOK 58 SURVEYS, PAGE 135, BOOK 60 SURVEYS, PAGE 56 AND BOOK 60 SURVEYS, PAGE 122 - ANY AND ALL OFFERS OF DEDICATION, CONDITIONS, RESTRICTIONS, NOTES AND/OR PROVISIONS.  
 BOOK 60 SURVEYS, PAGE 122 - "PROPOSED...EASEMENT FOR INGRESS AND EGRESS" - SHOWN HEREON.  
 BOOK 64 SURVEYS, PAGES 1 AND 2 - ANY RIGHTS, INTERESTS OR CLAIMS.  
 INSTRUMENT NO. 2006-4228-9 - A NOTICE OF LOT LINE ADJUSTMENT AND CERTIFICATE OF SUBDIVISION COMPLIANCE.  
 INSTRUMENT NO. 2006-5347-5 AND INSTRUMENT NO. 2008-16892-5 - EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITIES GRANTED TO ARCATA COMMUNITY RECYCLING CENTER, A CALIFORNIA NON PROFIT CORPORATION.  
 INSTRUMENT NO. 2006-5347-5 AND INSTRUMENT NO. 2008-16892-5 - EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITIES GRANTED TO ARCATA COMMUNITY RECYCLING CENTER, A CALIFORNIA NON PROFIT CORPORATION.  
 INSTRUMENT NO. 2006-5348-11 AND INSTRUMENT NO. 2006-5249-10 - THE TERMS AND ANY FAILURE TO COMPLY THEREWITH, SET FORTH IN SAID INSTRUMENTS.  
 INSTRUMENT NO. 2008-16892-5 - EASEMENT FOR INGRESS AND EGRESS GRANTED TO ARCATA COMMUNITY RECYCLING CENTER, A CALIFORNIA NON-PROFIT CORPORATION.  
 INSTRUMENT NO. 2008-16892-5 - NOTICE OF LOT LINE ADJUSTMENT AND CERTIFICATE OF SUBDIVISION COMPLIANCE.  
 INSTRUMENT NO. 2010-23037-30 - A COVENANT AND AGREEMENT EXECUTED BY SAMOA PACIFIC GROUP, LLC IN FAVOR OF CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD FOR THE NORTH COAST REGION.

INSTRUMENT NO. 2010-23038-9 - A COVENANT AND AGREEMENT EXECUTED BY SAMOA PACIFIC GROUP, LLC IN FAVOR OF CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD FOR THE NORTH COAST REGION - SHOWN HEREON.  
 INSTRUMENT NO. 2010-23038-9 - A COVENANT AND AGREEMENT EXECUTED BY SAMOA PACIFIC GROUP, LLC IN FAVOR OF CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD FOR THE NORTH COAST REGION - SHOWN HEREON.  
 INSTRUMENT NO. 2010-23040-31 - A COVENANT AND AGREEMENT EXECUTED BY SAMOA PACIFIC GROUP, LLC IN FAVOR OF CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD FOR THE NORTH COAST REGION - SHOWN HEREON.  
 INSTRUMENT NO. 2010-23044-48 - A COVENANT AND AGREEMENT EXECUTED BY SAMOA PACIFIC GROUP, LLC IN FAVOR OF CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD FOR THE NORTH COAST REGION - SHOWN HEREON.  
 INSTRUMENT NO. 2010-23043-49 - A COVENANT AND AGREEMENT EXECUTED BY SAMOA PACIFIC GROUP, LLC IN FAVOR OF CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD FOR THE NORTH COAST REGION - SHOWN HEREON.  
 INSTRUMENT NO. 2010-23044-48 - A COVENANT AND AGREEMENT EXECUTED BY SAMOA PACIFIC GROUP, LLC IN FAVOR OF CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD FOR THE NORTH COAST REGION - SHOWN HEREON.  
 INSTRUMENT NO. 2011-15417-5 - EASEMENT FOR PUBLIC UTILITIES GRANTED TO PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION - SHOWN HEREON.

## NOTES

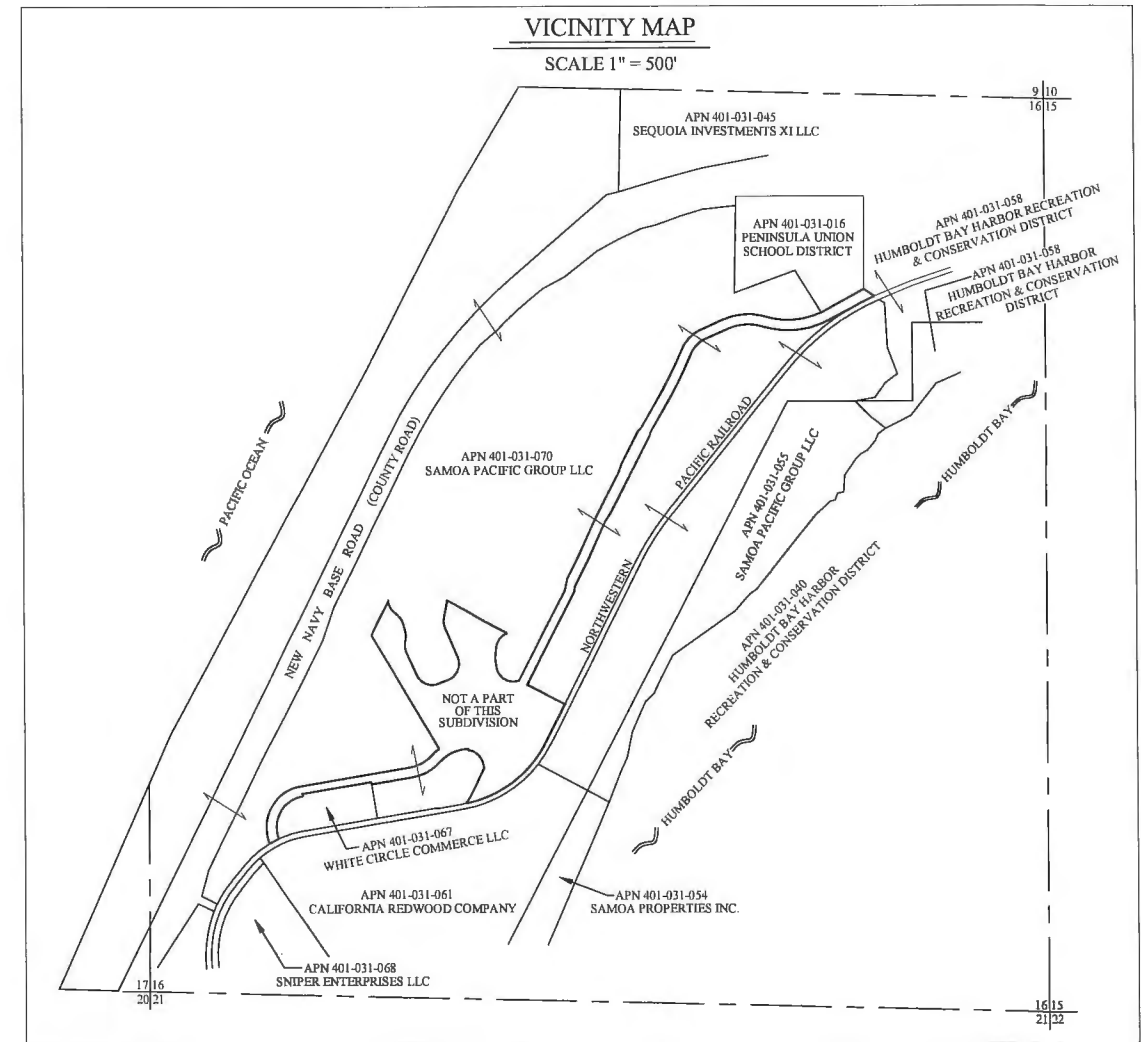
1. THIS MAP ILLUSTRATES THE SUBDIVISION OF APPROXIMATELY 200 ACRES INTO 333 LOTS.
2. THIS LAND IS LOCATED WITHIN THE CALIFORNIA COASTAL ZONE. A COASTAL DEVELOPMENT PERMIT IS REQUESTED FOR THIS SUBDIVISION.
3. ALL ROADS WITHIN THE LIMITS OF THIS SUBDIVISION WILL REMAIN PRIVATE ROADS. MAINTENANCE WILL BE PERFORMED BY A PROPOSED PUBLIC ROAD DISTRICT.
4. OPERATION OF THE SEWAGE TREATMENT FACILITIES, WATER STORAGE AND DISTRIBUTION FACILITIES, DRAINAGE FACILITIES, PARK FACILITIES AND ROAD MAINTENANCE WILL BE BY A COMMUNITY SERVICES DISTRICT CURRENTLY BEING FORMED.
5. ALL EASEMENTS OF RECORD ARE SHOWN ON THE TENTATIVE MAP AND WILL APPEAR ON THE RECORDED SUBDIVISION MAP.
6. CONTOURS ON THIS MAP ARE FROM AERIAL MAPPING BY JDI IN APRIL 2001. THE CONTOUR INTERVAL IS 1 FOOT.
7. PHASES SHOWN HEREON ARE APPROXIMATE AND MAY BE REVISED.
8. LOTS 327 - 331 ARE A PORTION OF NATURAL RESOURCES AND PUBLIC FACILITIES NOT PROPOSED FOR BUILDING DEVELOPMENT BUT MAY CONTAIN ROADS AND UTILITIES.
9. LOT 332 IS THE REMAINDER OF THE RESIDENTIALLY ZONED LANDS NOT BEING PROPOSED FOR RESIDENTIAL BUILDING DEVELOPMENT.
10. BUS STOP LOCATIONS SHOWN HEREON ARE PRELIMINARY. THE EXACT LOCATION OF BUS STOPS SHALL BE DETERMINED BY THE HUMBOLDT TRANSIT AUTHORITY.
11. ALL PROPOSED PERMANENT RESIDENTIAL LIVING SPACE SHALL BE AT A MINIMUM FINISH FLOOR ELEVATION OF 32 FEET ABOVE MEAN SEA LEVEL.
12. THE PUBLIC PEDESTRIAN PATH SHALL BE CONSTRUCTED PRIOR TO COMMENCEMENT OF CONSTRUCTION OF ANY NEW RESIDENTIAL AREA DEVELOPMENT AND PRIOR TO COMMENCEMENT OF CONSTRUCTION OF ANY BUSINESS PARK DEVELOPMENT.

## SUBDIVISION SHEETS

- |         |  |
|---------|--|
| 1       | TITLE SHEET  |
| 2       | PHASING PLAN - SCALE 1" = 250'                                   |
| 3       | NORTH HALF OF SUBDIVISION - SCALE 1" = 100'                      |
| 4       | SOUTH HALF OF SUBDIVISION - SCALE 1" = 100'                      |
| 5 - 9   | SUBDIVISION LOTS - SCALE 1" = 40'                                |
| 10 - 11 | PROPOSED STREET CROSS SECTIONS BY CALIFORNIA ENGINEERING COMPANY |

## LEGEND

- |     |                                 |
|-----|---------------------------------|
| <E> | EXISTING                        |
| <P> | PROPOSED                        |
| <R> | EXISTING BUILDING TO BE REMOVED |



SURVEYOR/AGENT:  
 MICHAEL J. O'HERN  
 KELLY O'HERN ASSOCIATES  
 3240 MOORE AVENUE  
 EUREKA, CA 95501  
 (707)442-7283

APPLICANT AND OWNER:  
 SAMOA PACIFIC GROUP, LLC  
 C/O DAN JOHNSON, PRESIDENT  
 5251 ERICSON WAY  
 ARCATA, CA 95521  
 (707)822-9000

APN: 401-031-055, -070  
**TENTATIVE SUBDIVISION MAP**  
 FOR  
**SAMOA PACIFIC GROUP, LLC**  
 IN  
 SECTION 16, 17 TSN, R1W, HUMBOLDT MERIDIAN  
 IN THE UNINCORPORATED AREA OF HUMBOLDT COUNTY  
 JANUARY 2020  
 HUMBOLDT COUNTY  
 STATE OF CALIFORNIA  
 KELLY O'HERN ASSOCIATES  
 EUREKA, CALIFORNIA



**RECEIVED**  
 JAN 16 2020  
 Humboldt County  
 PLANNING

TENTATIVE SUBDIVISION MAP  
 FOR  
 SAMOA PACIFIC GROUP, LLC  
 IN  
 SECTION 16, 17 T5N, R1W, HUMBOLDT MERIDIAN  
 IN THE UNINCORPORATED AREA OF HUMBOLDT COUNTY  
 JANUARY 2020 SCALE 1" = 250'

HUMBOLDT COUNTY  
 STATE OF CALIFORNIA

KELLY-O'HERN ASSOCIATES  
 EUREKA, CALIFORNIA

SHEET 2 OF 11 SHEETS



TENTATIVE SUBDIVISION MAP  
FOR  
SAMOA PACIFIC GROUP, LLC  
IN  
SECTION 16, 17 T5N, R1W, HUMBOLDT MERIDIAN  
IN THE UNINCORPORATED AREA OF HUMBOLDT COUNTY  
JANUARY 2020 SCALE 1"=100'  
HUMBOLDT COUNTY  
STATE OF CALIFORNIA  
KELLY-O'HERN ASSOCIATES  
EUREKA, CALIFORNIA  
SHEET 3 OF 11 SHEETS

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JAN 16 2020  
Humboldt County  
PLANNING

LOT 326  
2,443,917 SF

LOT 124  
123,049 SF

LOT 126  
73,020 SF



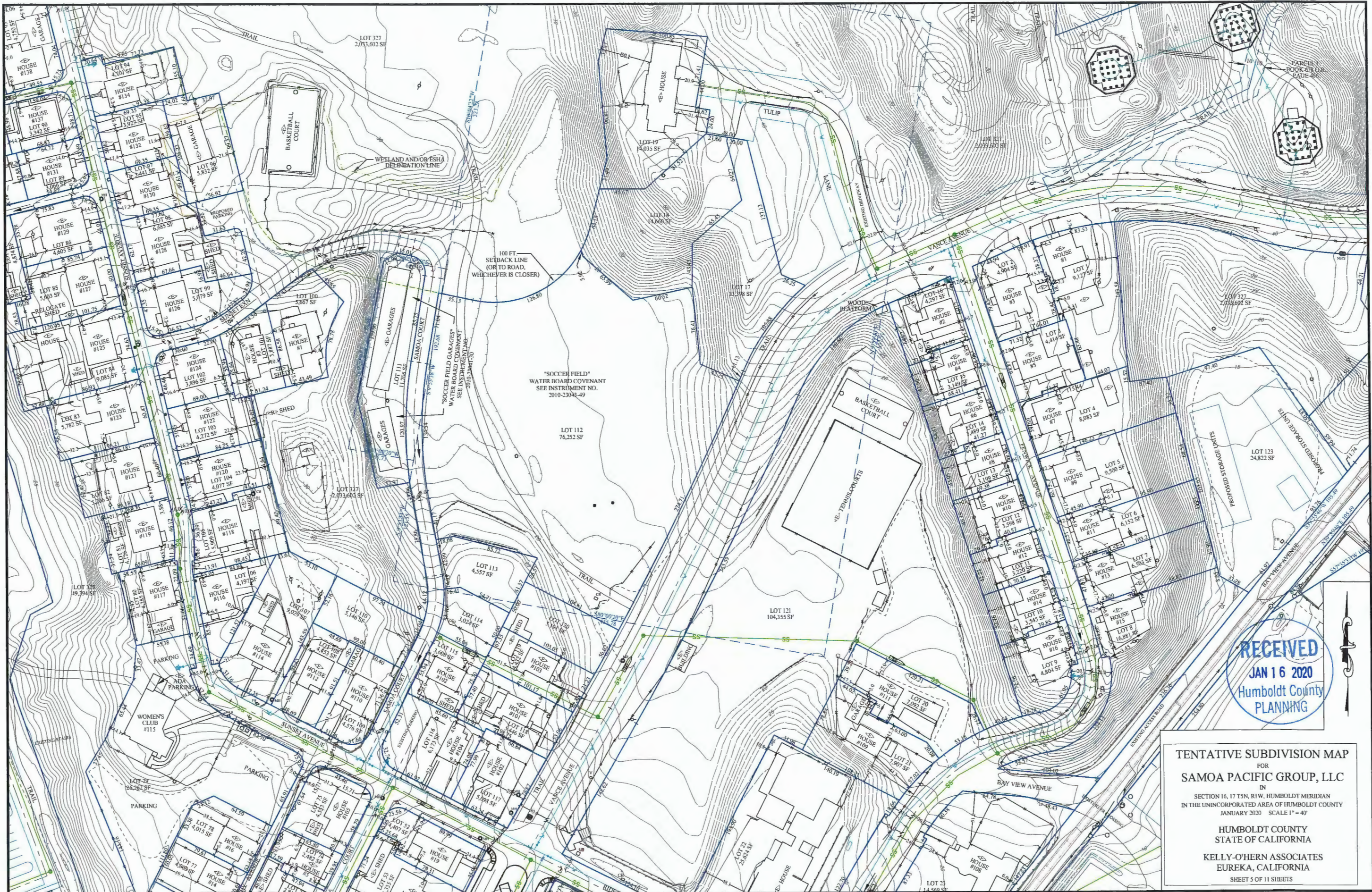


LOT 326  
2,443,917 SF



TENTATIVE SUBDIVISION MAP  
FOR  
SAMOA PACIFIC GROUP, LLC  
IN  
SECTION 16, 17 T8N, R1W, HUMBOLDT MERIDIAN  
IN THE UNINCORPORATED AREA OF HUMBOLDT COUNTY  
JANUARY 2020 SCALE 1" = 100'  
HUMBOLDT COUNTY  
STATE OF CALIFORNIA  
KELLY-O'HERN ASSOCIATES  
EUREKA, CALIFORNIA  
SHEET 4 OF 11 SHEETS





RECEIVED  
 JAN 16 2020  
 Humboldt County  
 PLANNING

TENTATIVE SUBDIVISION MAP  
 FOR  
**SAMOA PACIFIC GROUP, LLC**  
 IN  
 SECTION 16, 17 T8N, R1W, HUMBOLDT MERIDIAN  
 IN THE UNINCORPORATED AREA OF HUMBOLDT COUNTY  
 JANUARY 2020 SCALE 1" = 40'

HUMBOLDT COUNTY  
 STATE OF CALIFORNIA

KELLY-O'HERN ASSOCIATES  
 EUREKA, CALIFORNIA

SHEET 5 OF 11 SHEETS



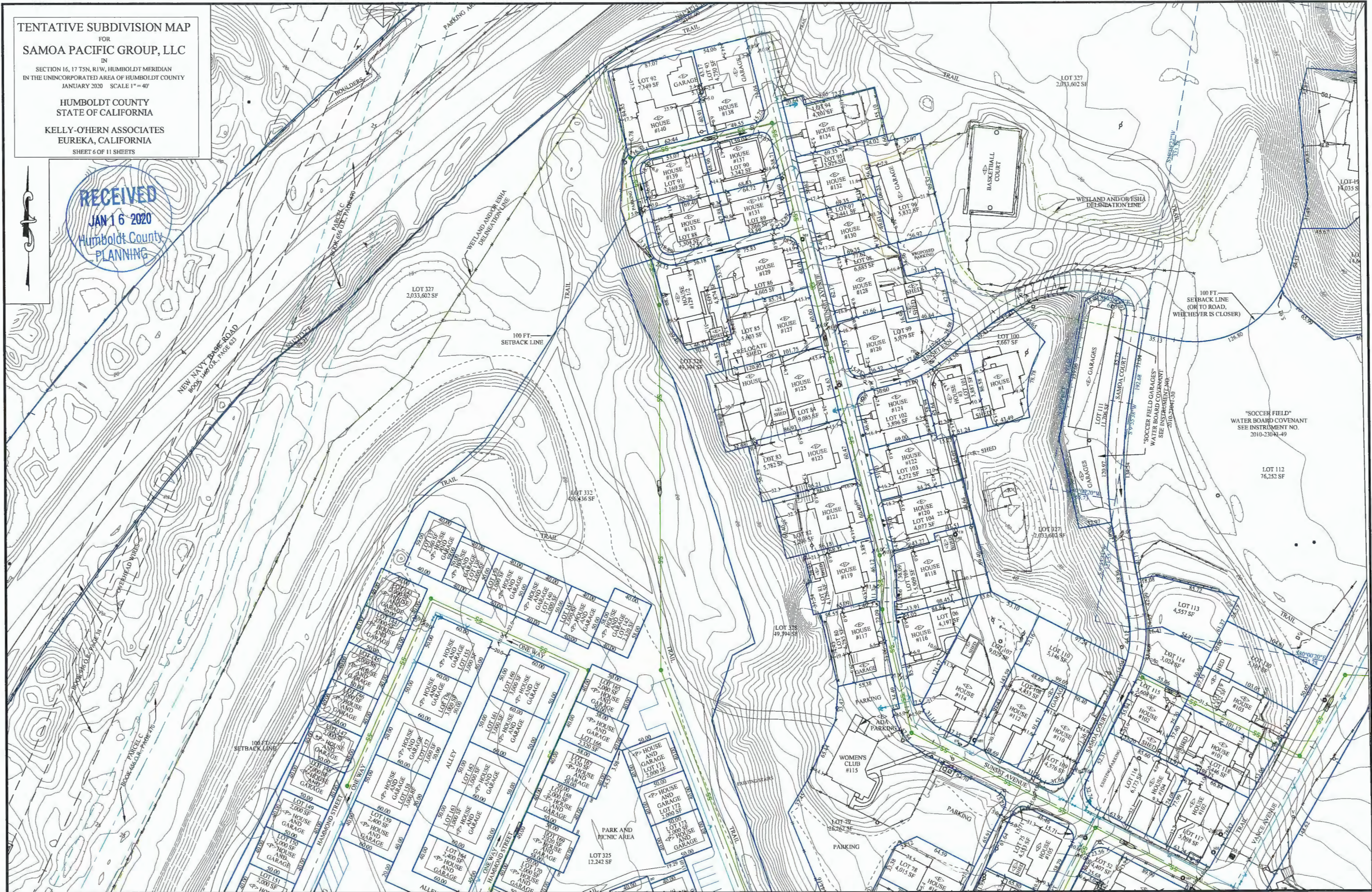
TENTATIVE SUBDIVISION MAP  
 FOR  
**SAMOA PACIFIC GROUP, LLC**  
 IN  
 SECTION 16, 17 T5N, R17W, HUMBOLDT MERIDIAN  
 IN THE UNINCORPORATED AREA OF HUMBOLDT COUNTY  
 JANUARY 2020 SCALE 1" = 40'

HUMBOLDT COUNTY  
 STATE OF CALIFORNIA

KELLY-O'HERN ASSOCIATES  
 EUREKA, CALIFORNIA

SHEET 6 OF 11 SHEETS

RECEIVED  
 JAN 16 2020  
 Humboldt County  
 PLANNING



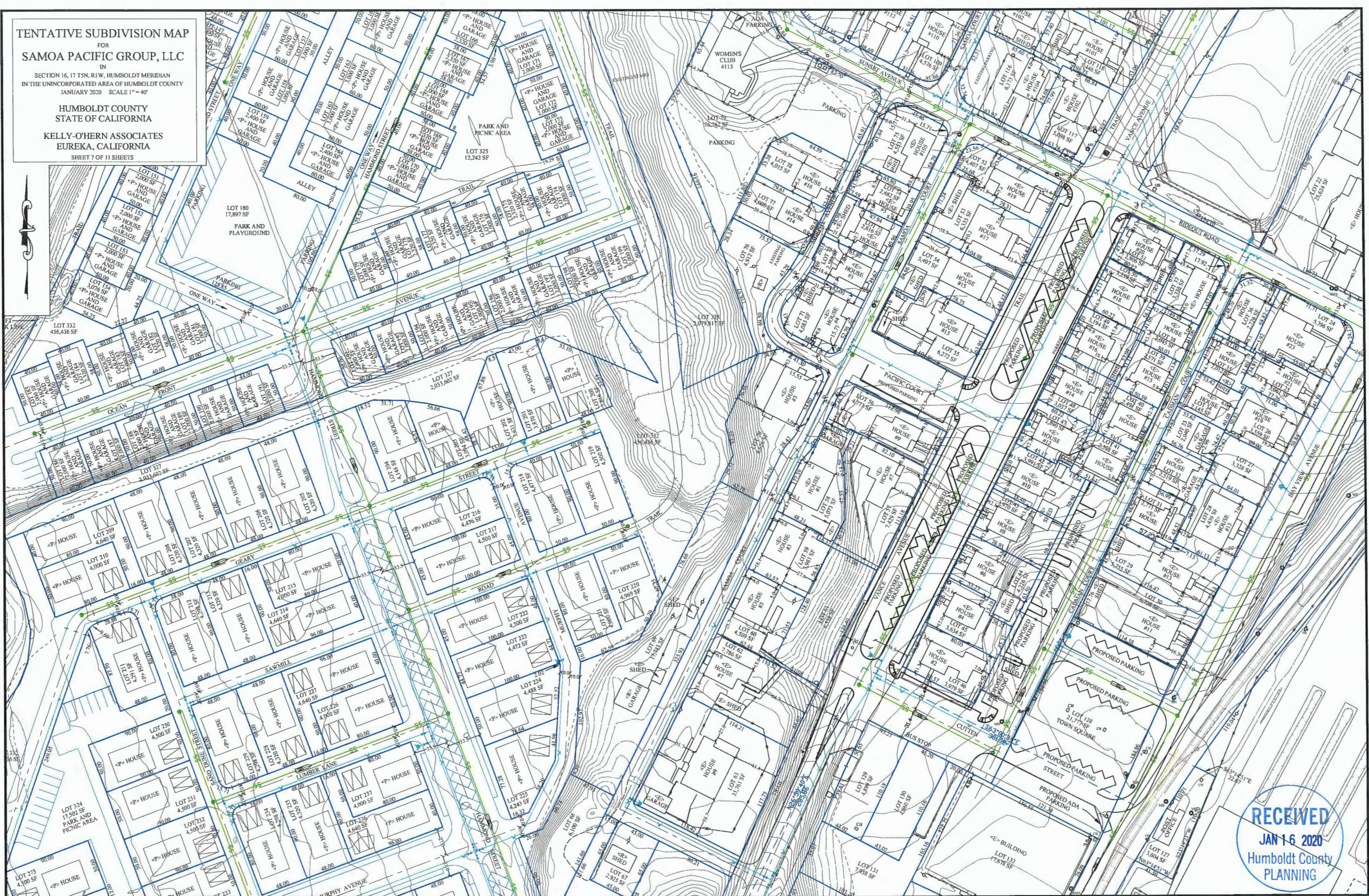


TENTATIVE SUBDIVISION MAP  
 FOR  
**SAMOA PACIFIC GROUP, LLC**  
 IN  
 SECTION 16, 17 T5N, R1W, HUMBOLDT MERIDIAN  
 IN THE UNINCORPORATED AREA OF HUMBOLDT COUNTY  
 JANUARY 2020 SCALE 1" = 40'

HUMBOLDT COUNTY  
 STATE OF CALIFORNIA

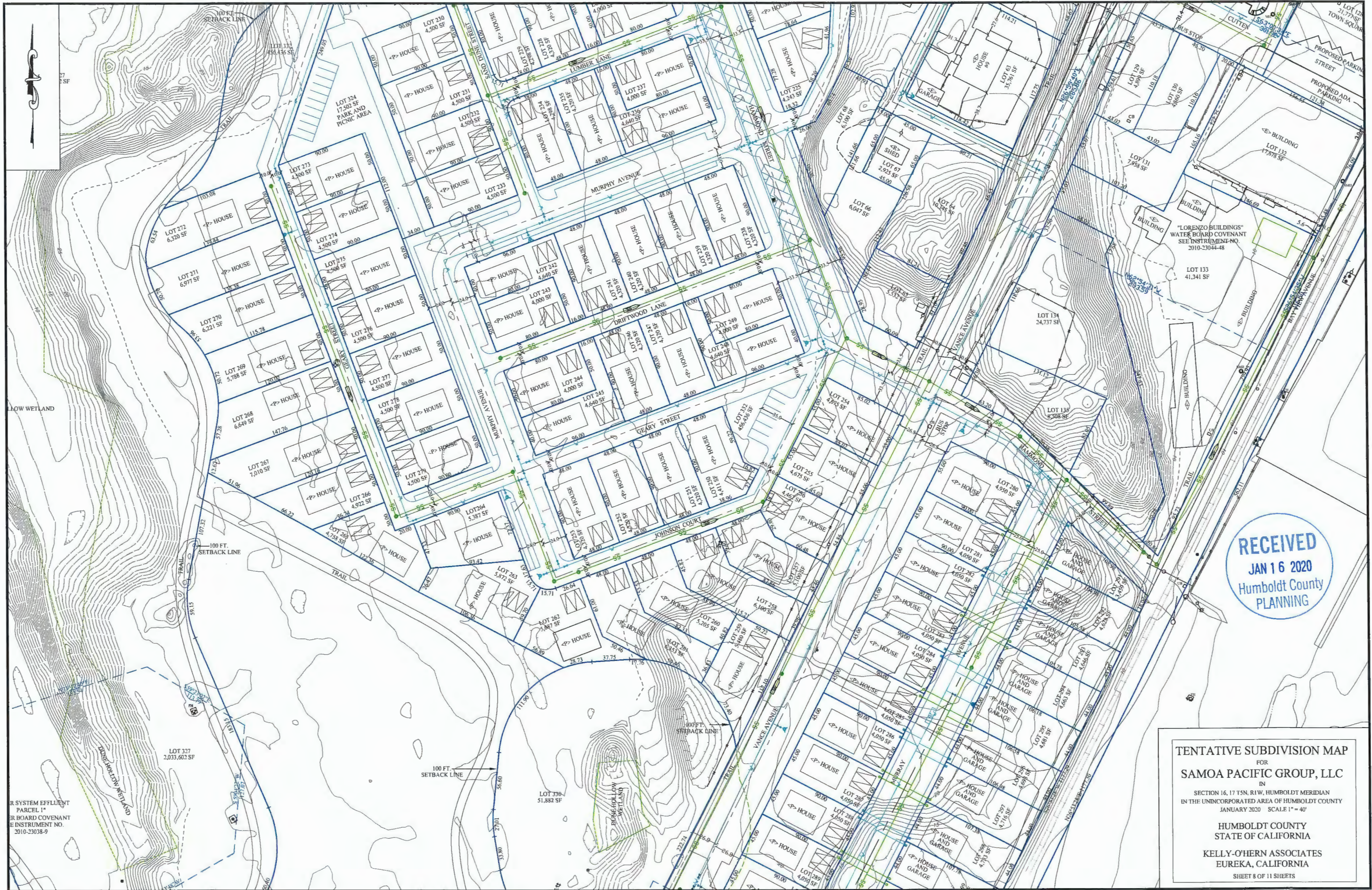
KELLY-O'HERN ASSOCIATES  
 EUREKA, CALIFORNIA

SHEET 7 OF 11 SHEETS



RECEIVED  
 JAN 16 2020  
 Humboldt County  
 PLANNING





RECEIVED  
 JAN 16 2020  
 Humboldt County  
 PLANNING

TENTATIVE SUBDIVISION MAP  
 FOR  
**SAMOA PACIFIC GROUP, LLC**  
 IN  
 SECTION 16, 17 TSN, R1W, HUMBOLDT MERIDIAN  
 IN THE UNINCORPORATED AREA OF HUMBOLDT COUNTY  
 JANUARY 2020 SCALE 1" = 40'

HUMBOLDT COUNTY  
 STATE OF CALIFORNIA

KELLY-O'HERN ASSOCIATES  
 EUREKA, CALIFORNIA

SHEET 8 OF 11 SHEETS



TENTATIVE SUBDIVISION MAP  
 FOR  
**SAMOA PACIFIC GROUP, LLC**  
 IN  
 SECTION 16, 17 T5N, R1W, HUMBOLDT MERIDIAN  
 IN THE UNINCORPORATED AREA OF HUMBOLDT COUNTY  
 JANUARY 2020 SCALE 1" = 50'

HUMBOLDT COUNTY  
 STATE OF CALIFORNIA

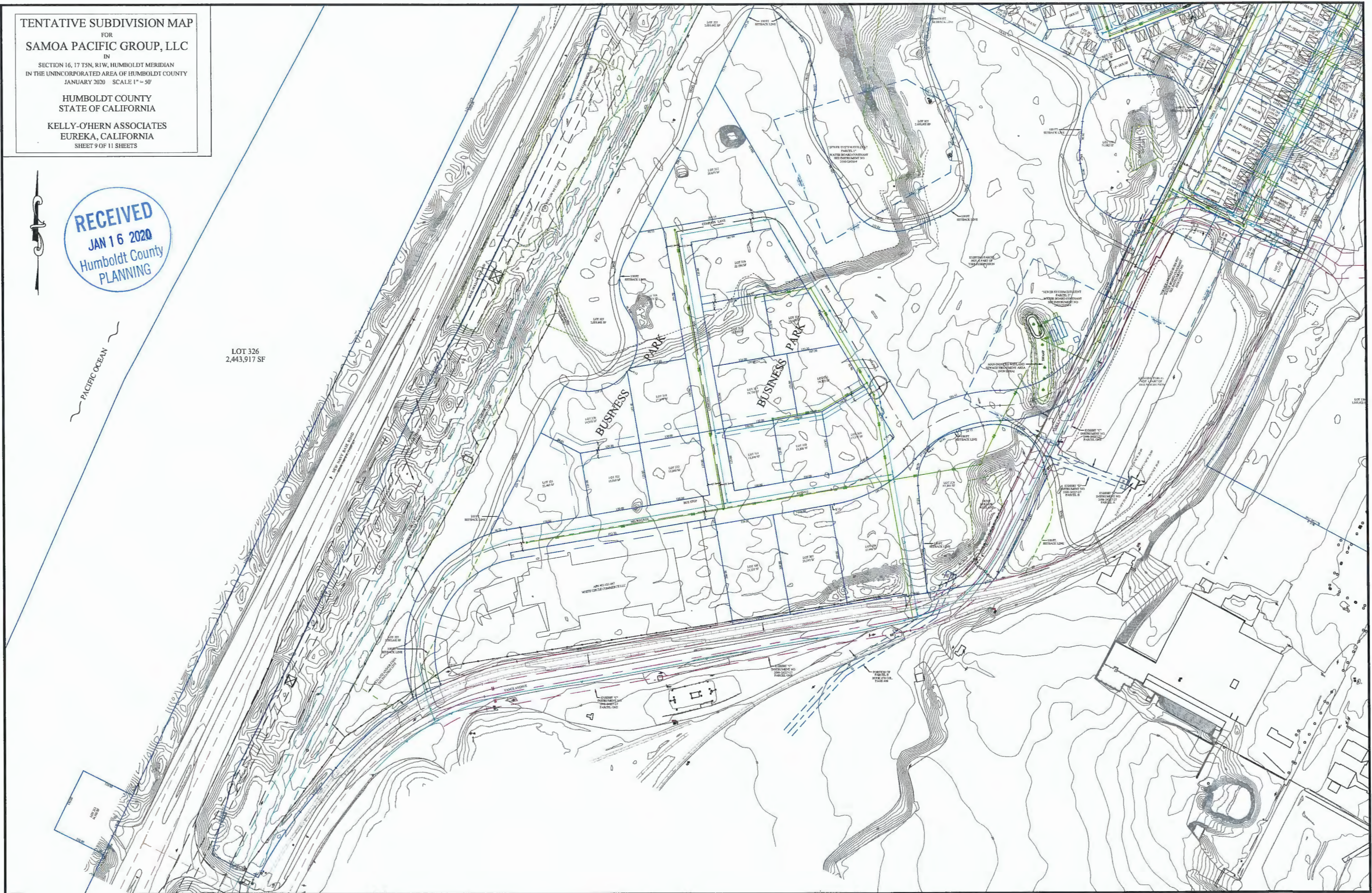
KELLY-O'HERN ASSOCIATES  
 EUREKA, CALIFORNIA  
 SHEET 9 OF 11 SHEETS

**RECEIVED**  
 JAN 16 2020  
 Humboldt County  
 PLANNING



PACIFIC OCEAN

LOT 326  
 2,443,917 SF

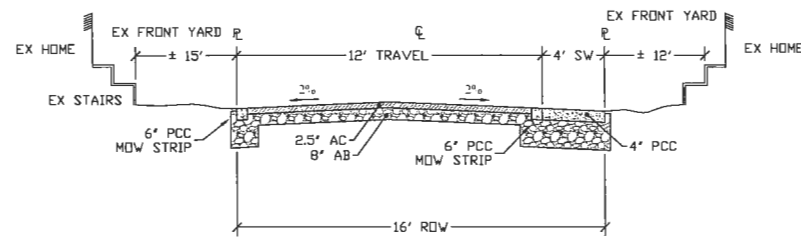




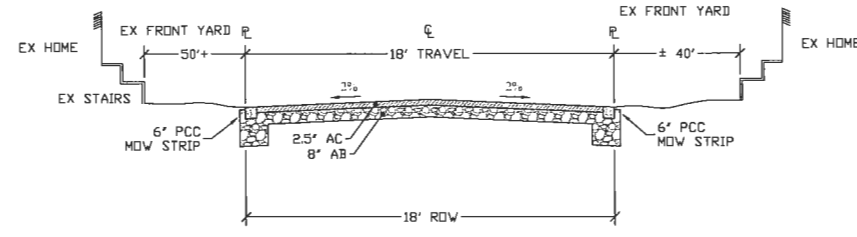
TENTATIVE SUBDIVISION MAP  
 FOR  
**SAMOA PACIFIC GROUP, LLC**  
 IN  
 SECTION 16, 17 T5N, R1W, HUMBOLDT MERIDIAN  
 IN THE UNINCORPORATED AREA OF HUMBOLDT COUNTY  
 JANUARY 2020 NO SCALE  
 HUMBOLDT COUNTY  
 STATE OF CALIFORNIA  
 KELLY-O'HERN ASSOCIATES  
 EUREKA, CALIFORNIA  
 SHEET 10 OF 11 SHEETS



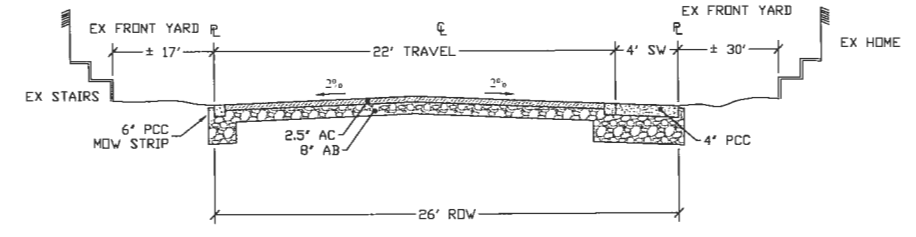
DESIGN BY CALIFORNIA ENGINEERING COMPANY  
 1110 CIVIC CENTER BOULEVARD, SUITE 404  
 YUBA CITY, CA 95993  
 1-530-751-0952



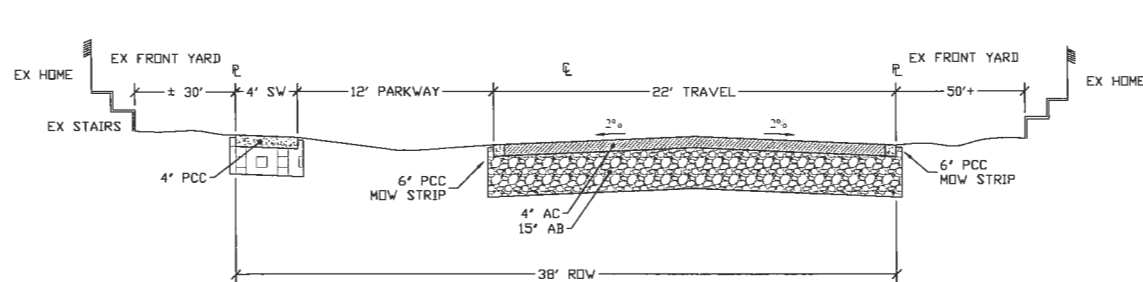
SUNSET AVENUE



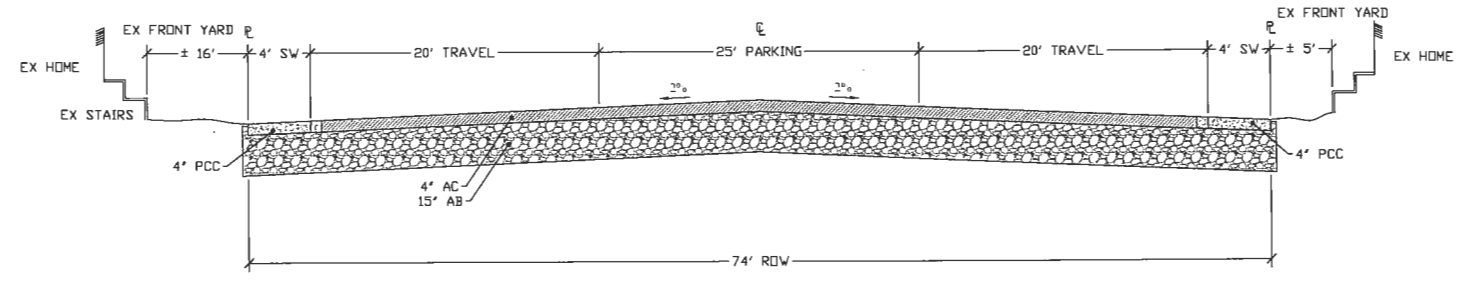
FENWICK AVENUE (SOUTH END)  
 BAY VIEW AVENUE



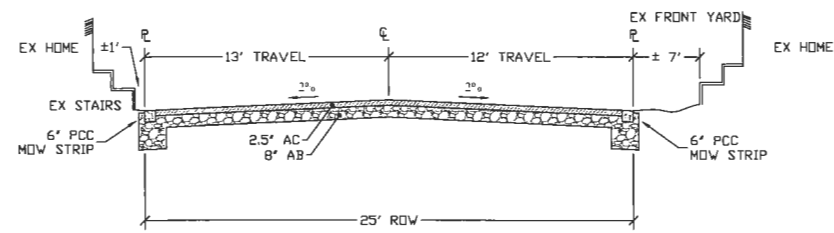
RIDEOUT AVENUE



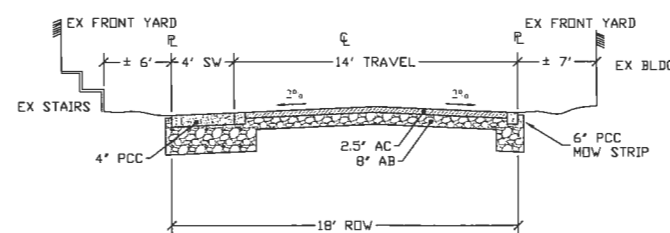
VANCE AVENUE (NORTH OF RIDEOUT)



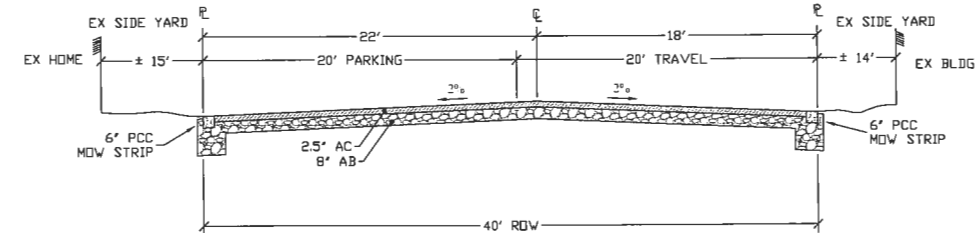
VANCE AVENUE (SOUTH OF RIDEOUT)



FENWICK AVENUE (NORTH END)



SAMOA EXTENSION

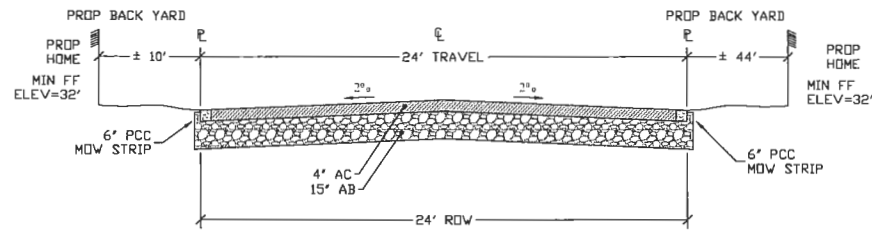


PACIFIC COURT

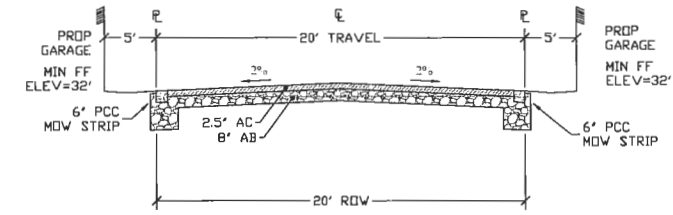
TENTATIVE SUBDIVISION MAP  
 FOR  
 SAMOA PACIFIC GROUP, LLC  
 IN  
 SECTION 16, 17 T3N, R1W, HUMBOLDT MERIDIAN  
 IN THE UNINCORPORATED AREA OF HUMBOLDT COUNTY  
 JANUARY 2020 NO SCALE  
 HUMBOLDT COUNTY  
 STATE OF CALIFORNIA  
 KELLY-O'HERN ASSOCIATES  
 EUREKA, CALIFORNIA  
 SHEET 11 OF 11 SHEETS



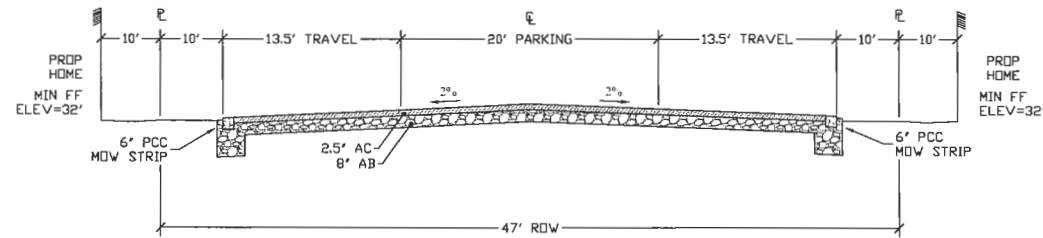
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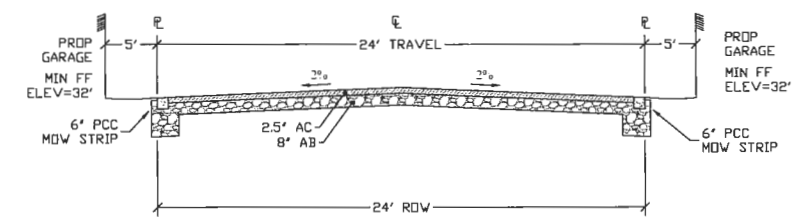
VANCE AVENUE (NEW TOWN)



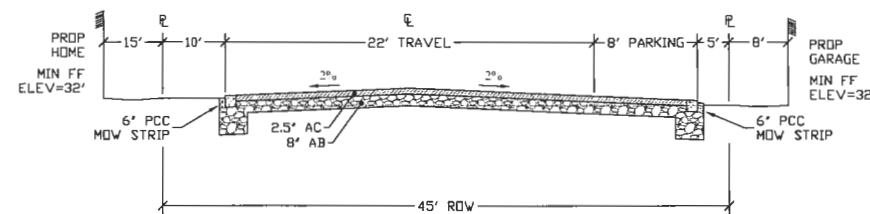
NEW TOWN COLLECTOR 1



NEW TOWN ARTERIAL 1



NEW TOWN COLLECTOR 2



NEW TOWN ARTERIAL 2

## Attachment 1

### Conditions of Approval for the Coastal Development Permit

APPROVAL OF THE PERMIT IS CONDITIONED ON THE FOLLOWING TERMS AND REQUIREMENTS

#### Conditions of Approval:

1. The work shall be conducted in accordance with the Project Description and the pertinent Mitigation Measures of the certified Master EIR and certified Supplemental EIR for the duration of the permit.
2. Changes in the project other than Minor Deviations from the Plot Plan as provided in HCC Section 312-11.1 shall require a modification of this permit.
3. All applicable mitigation measures identified within the certified Master EIR and certified Supplemental Master EIR shall be incorporated and implemented during project construction.
4. The applicant is required to pay for permit processing on a time and material basis as set forth in the schedule of fees and charges as adopted by ordinance of the Humboldt County Board of Supervisors. The Department will provide a bill to the applicant after the decision. Any and all outstanding Planning fees to cover the processing of the application to decision by the Hearing Officer shall be paid to the Humboldt County Planning Division, 3015 "H" Street, Eureka.
5. Pedestrian and bicycle facilities along Vance Avenue shall be installed concurrently with other roadway improvements and shall be open for public use prior to occupancy of any residential development on Master Parcel 2.
6. All approved pedestrian and bicycle paths, corridors, trails and tsunami evacuation routes within the lands subject to the STMP-LUP shall be open to the public at all times. These routes shall not be blocked, gated or obscured, or otherwise barricaded at any time except as may be necessary for initial construction and for occasional short-term maintenance.
7. At least two (2) bus stops shall be constructed within the Town of Samoa meeting the required access and improve standard set forth in this policy. Humboldt Transit Authority will be requested to add regularly scheduled bus service upon issuance of coastal development permits for development within the Business Park and new residential areas.
8. Paved bicycle/pedestrian paths shall be located outside of NR lands except (1) within the outermost 20 feet of the buffer portion of the designated and zoned Natural Resource areas, and (2) one designated footpath through the forested area on the north end of the Samoa lands designed to connect the area between the future Vance Road/Samoa Cookhouse area and the undercrossing of New Navy Base Road and tsunami evacuation routes. Tsunami evacuation route signs and interpretive signs explaining the sensitivity of the habitat and the protective purpose of the reserved area may also be installed along the trail route. No lighting shall be installed within the bicycle/pedestrian paths or the forest trail, and no lighting installed in adjacent developed areas shall directly illuminate the Natural Resource area.
9. Vance Avenue shall be reconstructed following the recommendations of the Department of



Public Works dated January 27, 2017 or the applicant shall submit written approval from the Department of Public Works of an alternative design.

10. Wastewater treatment provided for the lands subject to the STMP-LUP shall be limited to provision of service for development authorized pursuant to the STMP-LUP only. No lands or development outside the STMP-LUP shall be served by wastewater treatment facilities provided for the lands subject to the STMP-LUP. No pipeline connections to collect or transfer wastewater from off-site to or through the STMP-LUP lands shall be installed on or adjacent to the lands subject to the STMP-LUP.
11. Existing residences on Master Parcel 3 shall be connected to the new and upgraded wastewater treatment facilities on Master Parcel 2 within 180 days after such facilities are constructed and placed in service. Existing septic system(s) shall be removed or remediated in accordance with RWQCB requirements, and otherwise properly abandoned, subject to any necessary Coastal Development Permit, within 180 days of connection of the subject residences to the new or upgraded wastewater treatment facilities.
12. The final plans for the new wastewater treatment facility shall also address abandonment and removal of old wastewater collection and treatment facilities in association with development of the new facilities covered by this CDP (i.e., the simultaneous abandonment and/or removal of the existing leach fields, cesspools, and other facilities that currently accept sewage from the existing developments).
13. All exterior lighting, including any lights attached to the outside of buildings, shall be the minimum necessary for the safe ingress and egress from the structures, and shall be low-wattage, non-reflective, shielded, and have a directional cast downward such that no light will shine beyond the boundaries of the subject parcel.
14. All new or replacement fencing shall be in a location and of such design as to be safely permeable for wildlife.
15. The use of herbicides or rodenticides on lands designated Natural Resources or Public Facilities, or within other areas containing wetland or ESHA habitat or buffers is prohibited. Rodenticides that contain anticoagulant compounds are prohibited anywhere within the lands subject to the STMP-LUP.
16. All landscaping shall comply with the provisions of STMP (ESHA) policy 14. New development shall submit a Landscaping Plan to the Planning Director for approval.
17. The landowner/developer shall demonstrate compliance with a Final Tsunami Safety Plan incorporating the County's "Tsunami Safety Plan for the Town of Samoa" dated April 2013 and all of the recommended tsunami hazard mitigation, design, safety, and other pertinent recommendations, as more fully set forth in STMP Hazards Policy 4.
18. A plan to control post-construction stormwater runoff flows, and maintain or improve water quality ("post-construction stormwater plan") shall specify site design, source control, and if necessary, treatment control BMPs that will be implemented to minimize stormwater pollution and minimize or eliminate increases in stormwater runoff volume and rate from the development after construction. The post-construction stormwater plan shall demonstrate the preferential consideration of low impact development (LID) techniques in order to minimize stormwater quality and quantity impacts from development. LID is a development site design strategy with a goal of maintaining or reproducing the site's pre-development hydrologic functions of storage, infiltration, and groundwater recharge, as well as the volume and rate of stormwater discharges. LID strategies use small-scale integrated and

distributed management practices, including minimizing impervious surfaces, infiltrating stormwater close to its source, and preservation of permeable soils and native vegetation.

19. Water quality and hydrology plan for developments of water quality concern required. In addition to the information to be provided in the post-construction stormwater plan, applicants for "developments of water quality concern," shall submit a water quality and hydrology plan and be subject to the additional requirements listed in HCC Section 34.5.4.1.1.4.1.
20. All approved pedestrian and bicycle paths, corridors, trails and tsunami evacuation routes within the lands subject to the STMP-LUP shall be open to the public at all times. These routes shall not be blocked, gated, obscured, or otherwise barricaded at any time except as may be necessary for initial construction and for occasional short-term maintenance.
21. All public park and open space and pedestrian/bicycle paths and related amenities, other than those constructed with development of Master Parcel 2, shall be completed and the facilities opened to the prior to the commencement of development within either the Business Park or the new residential areas on Master Parcel 3.
22. The applicant shall follow the Archaeological Monitoring Plan and Protocol for Inadvertent Archaeological Discoveries during STMP implementation.
23. The applicant shall implement the Invasive Plan Management Plan (addendum to the Samoa Town Master Plan Biological Resource Study, September 9, 2013) to the extent that it is applicable to the current project.
24. The applicant shall follow the recommendations of the report "R1/R2 and Geologic Hazards Analysis Report for the Samoa Town Master Plan," May 29, 2013 prepared by LACO Associated, Inc.
25. Prior to construction of the Business Park on Master Parcel 3 and development within new residential areas, other than the Affordable housing development on Master Parcel 2, the designated Samoa Dune Interpretation Area, and the designated improvement described in Sections A-C of STMP (Coastal Access) Policy 3, shall be available for public use free of charge.
26. The restored historic downtown Samoa on Master Parcel 3 shall include at least one small retail grocery or convenience market. The landowner/developer shall be required as a condition of comprehensive division of Master Parcel 3 to 1) construct the building to house the grocery/convenience store prior to the recordation of final subdivision maps for any of the new residential areas, and 2) make the commercial building available for lease at market rates until at least five years after build-out of 75% of the new residential areas.
27. A landscaped buffer or its successor use shall be designed to screen the Samoa Processing Center or its successor use from the business park or other public coastal viewing locations, and minimize the odor, noise, light and other impacts that may be generated by the industrial use. This condition shall be satisfied at the time of development of the Business Park.
28. The following restriction shall apply per STMP (New Development) Policy 9: Wastewater treatment provided for lands subject to the STMP-LUP shall be limited to provision of service for development authorized pursuant to the STMP-LUP only.

29. The applicant shall prepare and submit a Construction Pollution Control Plan subject to the approval of the Planning Director. The construction-phase erosion, sedimentation, and polluted runoff control plan ("construction pollution control plan") shall specify interim best management practices (BMPs) that will be implemented to minimize erosion and sedimentation during construction and prevent contamination of runoff by construction chemicals and materials, to the maximum extent practicable. The construction pollution control plan shall demonstrate compliance with the provisions of STMP-LUP New Development Standard 1 Section 34.5.4.1.1.1.
30. The applicant shall prepare and submit a Post-Construction Stormwater Plan subject to the approval of the Planning Director. The plan to control post-construction stormwater runoff flows, and maintain or improve water quality ("post-construction stormwater plan") shall specify site design, source control, and if necessary, treatment control BMPs that will be implemented to minimize stormwater pollution and minimize or eliminate increases in stormwater runoff volume and rate from the development after construction. The post-construction stormwater plan shall demonstrate compliance with the provisions of STMP-LUP New Development Standard 1 Section 34.5.4.1.1.2.
31. The applicant shall prepare and submit a post-construction stormwater plan using low impact development techniques subject to the approval of the Planning Director. The post-construction stormwater plan shall demonstrate the preferential consideration of low impact development (LID) techniques in order to minimize stormwater quality and quantity impacts from development. LID is a development site design strategy with a goal of maintaining or reproducing the site's pre-development hydrologic functions of storage, infiltration, and groundwater recharge, as well as the volume and rate of stormwater discharges. LID strategies use small-scale integrated and distributed management practices, including minimizing impervious surfaces, infiltrating stormwater close to its source, and preservation of permeable soils and native vegetation. LID techniques to consider include, but are not limited to, the those listed in STMP-LUP New Development Standard 1 Section 34.5.4.1.1.3.
32. The applicant shall prepare and submit a water quality and hydrology plan for developments of water quality concern subject to the approval of the Planning Director. In addition to the information to be provided in the post-construction stormwater plan, applicants for "developments of water quality concern," shall submit a water quality and hydrology plan and be subject to the following additional requirements:
  - a. a) submit a water quality & hydrology plan (WQHP), prepared by a California licensed civil engineer or landscape architect, which supplements the post-construction stormwater plan. The WQHP shall include calculations, per County standards, that estimate increases in pollutant loads and changes in stormwater runoff hydrology (i.e., volume and flow rate) resulting from the proposed development and shall specify the BMPs that will be implemented to minimize post-construction water quality and hydrologic impacts. The WQHP shall also include operation and maintenance plans for post-construction treatment control BMPs. In the application and initial planning process, the applicant shall be required to submit for approval a preliminary WQHP, and prior to issuance of a building permit the applicant shall submit a final WQHP for approval by the County Engineer; b) Selection of structural treatment control BMPs. If the County determines that the combination of site design and source control BMPs is not sufficient to protect water quality and coastal waters, a structural treatment control BMP (or suite of BMPs) shall also be required. developments of water quality concern are presumed to require treatment control BMPs to meet the

requirements of the coastal land use plan and state and federal water quality laws, unless the water quality & hydrology plan demonstrates otherwise.

- b. The water quality & hydrology plan for a development of water quality concern shall describe the selection of treatment controls BMPs. Applicants shall first consider the treatment control BMP, or combination of BMPs, that is most effective at removing the pollutant(s) of concern or provide a justification if that BMP is determined to be infeasible.
- c. 85th percentile design standard for treatment control BMPs. For post-construction treatment of stormwater runoff in developments of water quality concern, treatment control BMPs (or suites of BMPs) shall be sized and designed to treat, infiltrate, or filter the amount of stormwater runoff produced by all storms up to and including the 85th percentile, 24-hour storm event for volume-based BMPs, and/or the 85th percentile, one-hour storm event (with an appropriate safety factor of 2 or greater) for flow-based BMPs.
- d. Maintain pre-development hydrograph. In developments of water quality concern where changes in stormwater runoff hydrology (i.e., volume and flow rate) may result in increased potential for stream bank erosion, downstream flooding, or other adverse habitat impacts, hydrologic control measures (e.g., stormwater infiltration, detention, harvest and re-use, and landscape evapotranspiration) shall be implemented in order to ensure that the pre- and post-project runoff hydrographs match within 10% for a two-year return frequency storm.  
Content -The water quality and hydrology plan shall contain the information set forth in Sections 34.5.4.1.1.4.3.1 through 34.5.4.1.1.4.3.8 of the Coastal Zoning Regulations.
- e. Best management practices (BMPs); selection and incorporation of the measures and methods set forth in Sections 34.5.4.1.1.5.1 through 34.5.4.1.1.5.3 of the Coastal Zoning Regulations.

33. All conditions of approval associated with the tentative map approval by the Planning Commission on February 20, 2020 shall be completed.

**Informational Notes:**

- 1. If buried archaeological or historical resources are encountered during construction activities, the contractor on-site shall call all work in the immediate area to halt temporarily, and a qualified archaeologist is to be contacted to evaluate the materials. Prehistoric materials may include obsidian or chert flakes, tools, locally darkened midden soils, groundstone artifacts, dietary bone, and human burials. If human burial is found during construction, state law requires that the County Coroner be contacted immediately. If the remains are found to be those of a Native American, the California Native American Heritage Commission will then be contacted by the Coroner to determine appropriate treatment of the remains. The applicant is ultimately responsible for ensuring compliance with this condition.
- 2. The applicant is responsible for receiving all necessary permits and/or approvals from other federal, state and local agencies.

3. NEW DEVELOPMENT TO REQUIRE PERMIT. Any new development as defined by Section 313-139.6 of the Humboldt County Code (H.C.C.), shall require a Coastal Development Permit modification, except for Minor Deviations from the Plot Plan as provided under Section 312-11.1 of the Zoning Regulations.
4. The Coastal Development Permit shall be valid for 24 months from the effective date of permit approval. The permit may be extended in accordance with Section 312-11.3 of the Zoning Regulations.

**ATTACHMENT 2**  
**Staff Analysis of the Evidence Supporting the Required Findings**

**Required Findings:** To approve this project, the Planning Commission must determine that the applicants have submitted evidence in support of making **all** of the following required findings.

**A. Coastal Development Permit:** The Zoning Ordinance, Section 312-17.1 of the Humboldt County Code (Required Findings for All Discretionary Permits) specifies the findings that are required to grant a Coastal Development Permit:

1. The proposed development is in conformance with the County General Plan;
2. The proposed development is consistent with the purposes of the existing zone in which the site is located;
3. The proposed development conforms with all applicable standards and requirements of these regulations;
4. That the proposed location of the use and conditions under which it may be operated or maintained will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity; and
5. The proposed development does not reduce the residential density for any parcel below that utilized by the Department of Housing and Community Development in determining compliance with housing element law.

**B. CEQA:** In addition, the California Environmental Quality Act (CEQA) states that one of the following findings must be made prior to approval of any development which is subject to the regulations of CEQA. The project either:

- a) is categorically or statutorily exempt; or
- b) has no substantial evidence that the project will have a significant effect on the environment and a negative declaration has been prepared; or
- c) has had an environmental impact report (EIR) prepared and all significant environmental effects have been eliminated or substantially lessened, or the required findings in Section 15091 of the CEQA Guidelines have been made.

**C. Development Agreement:** Section 2171-14 specifies the finding that are required to approve a Development Agreement:

1. is consistent with the objectives, policies, general land uses and programs specified in the County's general plan, any certified local coastal program, any applicable area plan, any applicable specific plan or such general plan amendments or changes in rules, regulations, ordinances, and official policies as are to be adopted concurrently with the adoption of the development agreement;
2. is compatible with the uses authorized in, and the regulations prescribed for, the zoning district in which the real property is located;

3. is in conformity with the public interest, general welfare and county land use planning policies;
4. will not be detrimental to the public health, safety and welfare of persons residing in the immediate area nor be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of the residents of the County as a whole;
5. will not adversely affect the orderly development of property; and,
6. is consistent with the provisions of Government Code Sections [65864](#) through [65869.5](#), the State law governing development agreements.

**A.1./C.1 General Plan Consistency.** The following table identifies the evidence which supports finding that the proposed project is in conformance with all applicable policies and standards in Chapters 2-4 of the Framework Plan (FP) and Humboldt Bay Area Plan (HBAP). Several policies in the HBAP are specific to the Samoa area. The Samoa town site is within the Urban Limit Line.

Plan Section(s)	Summary of Applicable Goal, Policy or Standard	Evidence Which Supports Making the General Plan Conformance Finding
Land Use §4.10 (HBAP)	Residential Low Density (RL), Residential Medium Density (RM), Commercial General (CG), Commercial Recreation (CR), Natural Resources (NR), Public Recreation (PR), Public Facilities (PF), Industrial/Coastal Dependent (MC) and Business Park (MB).	Land use designations were established with approval of the Samoa Town Master Plan (STMP) General Plan Amendment with the division and future development to take place in accordance with STMP provisions and requirements.
Land Use §4.10 (HBAP)	PF – Public Facility: to protect sites appropriate for the development of public and private sector civic service facilities.	The project involves further development of a wastewater treatment facility approved under PLN-2019-15309.



<p>§315.A (Urban) and §3.27.A.2. (Rural) Recreation Planned Uses (HBAP)</p>	<p>Commercial Recreation facilities are planned at the intersection of New Navy Base Road and the Samoa Bridge.</p> <p>Encourage private sector as provider of visitor serving facilities. Within the urban limit, development of non-coastal dependent recreational facilities is deemed to serve the overall goal of improving coastal recreational opportunities.</p> <p>Encourages provision of on-site recreational opportunities in major development.</p>	<p>The project area does not include and does not involve any development at the intersection of New Navy Base Road and the Samoa Bridge and so would not interfere with future development of that site.</p> <p>The Samoa Town Master Plan development includes active and passive recreational opportunities. Existing park facilities within the townsite will be donated to the Peninsula Community Services District.</p>
<p>Housing: §3.16 (Urban) and §3.28 (Rural) (HBAP) §2400 (FP)</p>	<p>Housing shall be developed in conformity with the goals, policies and standards of the Humboldt County Housing Element.</p> <p>Housing opportunities for persons of low and moderate income shall be protected, encouraged, and provided, where feasible.</p> <p>Encourage Planned Unit Developments (PUD) where extra ordinary public benefits to the community are provided such as dedication of open space and public access, protection of visual resources and habitats, and provide housing for persons of low and moderate income.</p>	<p>The proposed project will serve to further the goals of the Housing Element by preserving existing housing and providing for a mix of new housing suitable for a range of income levels.</p> <p>Project development will be reviewed for conformance with Government Code Section 65590 regarding low- and moderate-income housing within the Coastal Zone and the County's adopted Housing Element.</p> <p>The project is a Planned Unit Development.</p>
<p>Hazards: §3.17 (Urban) and §3.29 (Rural) (HBAP) §3100 (FP)</p>	<p>New development shall minimize risk to life and property in areas of high geologic, flood and fire hazards.</p>	<p>Geologic, flood and fire hazards are addressed and mitigated as necessary to minimize impacts in the project Master Environmental Impact Report. (See Chapter 2, Section 2.7 and Chapter 4, Section 4.7 for specific analysis and mitigation). Specific mitigation for Tsunami hazards is included in the Master Plan EIR. (See Chapter 4.7.2 MEIR Recirculation Draft 2).</p>

<p>Cultural Resource Protection</p> <p>§3.18 (Urban) and §3.29.1 (Rural)</p> <p>(HBAP)</p> <p>§3500 (FP)</p>	<p>New development shall protect cultural, archeological and paleontological resources.</p>	<p>A cultural resource inventory and resource preservation recommendations have been developed for the project and incorporated into the project mitigation. Cultural resources are addressed and mitigated as necessary to minimize impacts in the project Master Environmental Impact Report. (See Chapter 2, Section 2.1 and Chapter 4, Section 4.1 for specific analysis and mitigation).</p>
<p>Biological Resource Protection</p> <p>§3.30 (HBAP)</p> <p>§3400-3604 (FP)</p>	<p>To protect designated sensitive and critical resource habitats.</p> <p>The Dune area extending west of Manila and Samoa Bridge is composed of environmentally sensitive dune habitats, and therefore is designated "natural resources." This designation restricts the type of development allowed in this area.</p>	<p>The project is sited and designed to avoid sensitive habitats by selection of previously developed areas for future development and maintaining sensitive biological habitats in open space. Biological resources are addressed and mitigated as necessary to minimize impacts in the project Master Environmental Impact Report. (See Chapter 2, Section 2.4 and Chapter 4, Section 4.4 for specific analysis and mitigation).</p> <p>None of the beach and dune areas along the west side of New Navy Base Road will be disturbed.</p>

<p>Visual Resource Protection</p> <p>§3.40 (HBAP)</p> <p>§3540 (FP)</p>	<p>New development shall conserve and protect scenic and visual qualities of coastal areas.</p> <p>Samoa Blvd., directly west of Arcata, also offers views of the Bay and surrounding agriculture lands that are unparalleled near most urban coastal areas.</p>	<p>Development under the Master Plan proposes to preserve the plan area's high visual qualities and develop areas of low visual quality (e.g. vacant industrial areas). Visual screening and landscaping requirements (as specified in the project Master EIR mitigation) will also be used to protect scenic and visual qualities. Aesthetics and visual resources are addressed and mitigated as necessary to minimize impacts in the project Master Environmental Impact Report. (See Chapter 2, Section 2.9 and Chapter 4, Section 4.9 for specific analysis and mitigation).</p> <p>Significant areas of land located between New Navy Base Road and the residential areas will be maintained in open space and restored to a natural dune environment. Visual resource protection will be maintained.</p>
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Plan Section(s)	Summary of Applicable Goal, Policy or Standard	Evidence Which Supports Making the General Plan Conformance Finding
<p>STMP (Coastal Access) Policy 1. B.</p>	<p>The lands within the approximately 5-acre area containing the Samoa Cookhouse on Master Parcel 3 shall be reconstructed or remodeled pursuant to a future Coastal Development Permit and shall be reserved for Low Cost Visitor Service Accommodations (LCVSA).</p>	<p>This requirement is dependent on the filing of the final map for the subdivision of Master Parcel 3.</p>

<p>STMP (Coastal Access) Policy 2. A.</p>	<p>All approved pedestrian and bicycle paths, corridors, trails and tsunami evacuation routes within the lands subject to the STMP-LUP shall be open to the public at all times. These routes shall not be blocked, gated, obscured, or otherwise barricaded at any time except as may be necessary for initial construction and for occasional short-term maintenance.</p> <p>All public park and open space and pedestrian/bicycle paths and related amenities, other than those constructed with development of Master Parcel 2, shall be completed and the facilities opened to the prior to the commencement of development within either the Business Park or the new residential areas on Master Parcel 3.</p>	<p>This requirement has been made a condition of approval.</p>
<p>STMP (Coastal Access) Policy 3.</p>	<p>Prior to construction of the Business Park on Master Parcel 3 and development within new residential areas, other than the Affordable housing development on Master Parcel 2, the designated Samoa Dune Interpretation Area, and the designated improvement described in Sections A-C of this policy, shall be available for public use free of charge.</p>	<p>This requirement has been made a condition of approval.</p>
<p>STMP (Coastal Access) Policy 4.</p>	<p>At least two (2) bus stops shall be constructed within the Town of Samoa meeting the required access and improve standard set forth in this policy. Humboldt Transit Authority will be requested to add regularly scheduled bus service upon issuance of coastal development permits for development within the Business Park and new residential areas.</p>	<p>This requirement has been made a condition of approval.</p>

<p>STMP (Coastal Access) Policy 5.</p>	<p>The restored historic downtown Samoa on Master Parcel 3 shall include at least one small retail grocery or convenience market. The landowner/developer shall be required as a condition of comprehensive division of Master Parcel 3 to 1) construct the building to house the grocery/convenience store prior to the recordation of final subdivision maps for any of the new residential areas, and 2) make the commercial building available for lease at market rates until at least five years after build-out of 75% of the new residential areas.</p>	<p>This requirement has been made a condition of approval.</p>
<p>STMP (Business Park) Policy 1.</p>	<p>Development of the Business Park must adhere to the following:</p> <p>1.A) Development shall maintain visual continuity with the "company town" aesthetic of historic Samoa structures with the primary purpose being incubation of new, small businesses, and the provision of employment opportunities for Samoa residents.</p> <p>1.B) Retail sales will be limited in size (10,000 sq. ft or less) and shall remain incidental and supportive of the principal use and designed in a manner that is visually and proportionally subservient to the scale and composition of the primary use.</p> <p>1.C) No activities may produce significant noise, night lighting of substantial outdoor areas, or detectible odors, or pose a significant danger to public health, safety or property, nor shall the use or storage of chemical or materials that may pose a risk of fire or explosion or pose a biohazard risk be allowed.</p>	<p>The project does not propose any new development within the Business Park area. This policy is included to permit evaluation of conformance with STMP (Business Park) Policy 5.</p>

<p>STMP (Business Park) Policy 2.</p>	<p>The design shall avoid boxy, monolithic “industrial park” and warehouse-style development and be no more than three ordinary stories in height. Individual structures shall be limited to 10,000 sq. ft, with the exception that a maximum of two structures may be sized up to 20,000 sq. ft, with no more than 10,000 sq. ft. in the first floor and the visible bulk of the structures to be reduced by design features and landscaping elements, and the structures shall include upper elevation vertical tsunami evacuation and assembly areas. The business park shall be designed in a manner that pulls the development of the park together in an aesthetically compatible manner with emphasis on public greenways and common areas. Business park structures on the northern side of the business park shall be sized, designed, located and landscaped in a manner that provides a visual buffer for the benefit of new residential areas proposed north of the business park and for the downtown area, and blends visually with the character of the town of Samoa.</p>	<p>The project does not propose any new development within the Business Park area. This policy is included to permit evaluation of conformance with STMP (Business Park) Policy 5. The lots are of sufficient size to support development consistent with this policy.</p>
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<p>STMP (Business Park) Policy 3.</p>	<p>Business Park Structural Restrictions. 3.A) The final plans for all structures within the business park shall incorporate specified measures to ensure that the occupants of the building have access to a roof or floor that will provide refuge from a tsunami. This requirement would be waived if a suitable vertical evacuation structure that is designed to withstand earthquake and tsunami risk posed by a Cascadia Subduction Zone earthquake and regional tsunami and is located within a five-minute walking distance from the building.</p> <p>3.B) The plan and designs shall be prepared and stamped by a California-licensed professional civil engineer and shall include the most earthquake and tsunami-resilient building designs feasible, including measures that may exceed the maximum requirements of the applicable building code.</p>	<p>The project does not propose any new development within the Business Park area. This policy is included to permit evaluation of conformance with STMP (Business Park) Policy 5.</p>
<p>STMP (Business Park) Policy 4.</p>	<p>A landscaped buffer or its successor use shall be designed to screen the Samoa Processing Center or its successor use from the business park or other public coastal viewing locations, and minimize the odor, noise, light and other impacts that may be generated by the industrial use.</p>	<p>This requirement has been made a condition of approval.</p>
<p>STMP (Business Park) Policy 5.</p>	<p>Land divisions of lands subject to the STMP-LUP, including redivision and lot line adjustments, shall be permitted only if all resulting parcels can be demonstrated to be buildable and consistent with the requirements of the STMP (Business Park) policies.</p>	<p>Eighteen lots comprise the Business Park area, ranging in size from 10,424 sq. ft. to 37,998 sq. ft. The business park is served by Milwaukee Avenue and Compass Lane, 60-foot and 50-foot right of ways, respectively, and two internal private drives, 30 feet in width. The lots will be served by community water and sewer systems. All lots are suitable for development (see Subdivision Discussion).</p>

<p>STMP (Business Park) Policy 6.</p>	<p>To the extent feasible, access to the Business Park and adjacent lands designated Public Facilities shall primarily be via New Navy Base Road so that service and delivery truck traffic associated with these uses is not ordinarily routed through downtown Samoa.</p>	<p>The design provides access from the business park to New Navy Base Road via Vance Avenue and Milwaukee Avenue. Future development will be required to include service and delivery truck routing instructions as part of the operational plans for the business use.</p>
<p>STMP (ESHA) Policy 14</p>	<p>Landscaping with exotic plants shall be limited to outdoor landscaped areas immediately adjacent to the proposed development. All new landscaping within the lands subject to the STMP-LUP shall follow the California Native Plant Society (CNPS) "Guidelines for Landscaping to Protect Native Vegetation from Genetic Degradation" (<a href="http://www.cnps.org/cnps/archive/landscaping.pdf">http://www.cnps.org/cnps/archive/landscaping.pdf</a>). The planting of invasive non-native plants including but not limited to pampas grass (<i>Cortaderia</i> sp.), acacia (<i>Acacia</i> sp.), broom (<i>Genista</i> sp.), English ivy (<i>Hedera helix</i>), and iceplant (<i>Carpobrotus</i> sp., <i>Mesembryanthemum</i> sp.) shall specifically be prohibited. No plant species listed as problematic and/or invasive and/or as a "noxious weed" by the California Native Plant Society, the California Invasive Plant Council, the State of California, or the U.S. federal government shall be used in any proposed landscaping within the lands subject to the STMP-LUP. To minimize the need for irrigation, all new landscaping shall consist primarily of native, regionally appropriate, drought-tolerant plants. New development projects that include landscape areas of 500 square feet or more shall include appropriate water conservation measures related to efficient irrigation systems and on-site stormwater capture. Development approvals for lands subject to the STMP-LUP shall attach conditions specifying these requirements.</p>	<p>This requirement has been made a condition of approval.</p>



<p>STMP (Hazards) Policy 4</p>	<p>Prior to the approval or issuance of a CDP for either (1) any residential development on Master Parcel 2 or (2) the comprehensive division of Master Parcel 3, the landowner/developer shall demonstrate compliance with a Final Tsunami Safety Plan incorporating the County's "Tsunami Safety Plan for the Town of Samoa" dated April 2013 and all of the recommended tsunami hazard mitigation, design, safety, and other pertinent recommendations, including, but not limited to, recommendations for vertical or horizontal evacuation options throughout the STMP lands, as set forth in the following: a) the "Revised Tsunami Vulnerability Evaluation, Samoa Town Master Plan, Humboldt County, California" prepared by GeoEngineers, dated October 17, 2006; and</p>	<p>This requirement has been made a condition of approval.</p>
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	<p>b) the additional recommendations set forth in the "Third Party Review" of the GeoEngineers October 17, 2006 document prepared for Humboldt County by Jose Borrero, Fredric Raichlen, Harry Yeh, copy submitted to Coastal Commission by Humboldt County March 8, 2007; and</p> <p>c) the Final Plan for the tsunami hazard map prepared for "Emergency Planning Purposes" by Humboldt State University for reference as an indicator of site areas and evacuation routes subject generally to tsunami hazard; and</p> <p>d) a plan for distant-source tsunami events prepared by the landowner/developer and approved by the County for the orderly evacuation from the Samoa Peninsula of the maximum estimated number of occupants and visitors of STMP-LUP lands at full buildout of the development approved in the master subdivision of Parcels 2 and 3 in response to warnings of tsunami hazard with time to evacuate to safer mainland areas. The plans shall take into consideration total peninsula traffic evacuation capacity.</p>	
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<p>STMP (Archaeological Resources) Policy 1</p>	<p>Prior to the filing as complete a CDP application for any development of the lands subject to the STMP-LUP, a Phase II archaeological resources assessment of all known archaeological sites shall be submitted that defines the resultant boundaries of such sites if not formerly known, or if the boundaries of the sites are fully recognized, shall ensure that the former Wiyot village sites and all five of the sites noted previously by County studies or referenced in the County's environmental impact reports for the "Samoa Town Master Plan" are protected from further development and disturbance. Prior to approval of a CDP for any development of the lands subject to the STMP-LUP, the landowner and County shall confer with designated Wiyot representatives to ensure that the cultural resources identified herein are protected in accordance with the Wiyot representative's recommendations. The Coastal Development Permit for any land division or other development that is undertaken on lands subject to the resultant restrictions shall be conditioned to ensure the continuing protection of the archaeological resources identified in accordance with these requirements.</p>	<p>The project proponent has caused the prepared of a Phase II study over the STMP project area. Known sites will be protected in accordance with mitigation requirements of the Master Environmental Impact Report.</p> <p>The project will include a protocol for monitoring and handling of inadvertent discoveries per required mitigation.</p>
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<p>STMP (New Development) Policy 7</p>	<p>A. To minimize energy demands, which are associated with structural and transportation energy use, development of lands subject to the STMP-LUP shall minimize vehicle miles traveled, and conserve energy by means such as, but not limited to, the following:</p> <ol style="list-style-type: none"> <li>1. Siting development in a manner that will minimize traffic trips;</li> <li>2. Prohibiting retail sales establishments designed to attract more than an incidental percentage of customers from offsite areas;</li> <li>3. Incorporating the "smart growth" development concepts that combine interdependent uses that potentially reduce offsite traffic trips, including adequate grocery and convenience stores in the revitalized downtown area to supply resident and visitor needs with fewer offsite trips;</li> <li>4. Providing well designed and appropriately located bus stops along Vance Avenue;</li> <li>5. Providing amenities for the convenience and safety of pedestrians and bicyclists to encourage the use of non-motorized and/or public transportation, including a well-designed network of bicycle paths, safe sidewalks, and separate footpaths that link various areas within Samoa and to the nearby beach and natural resource area interpretive trails;</li> <li>6. Incorporating energy efficient building technologies;</li> <li>7. Requiring development to meet high standards regarding the energy efficiency of proposed structures; heating, ventilation, and air conditioning systems (HVAC); hot water heaters, appliances; insulation; windows; doors; and lighting such as the standards of established voluntary programs such as Energy Star, LEED, or Build It Green;</li> </ol>	<p>The project has been designed to the extent feasible to address the applicable measures of this policy. The tentative map is required to meet provisions of the Humboldt County Code Section 322.5-1, Design for Solar Access (see Subdivision Discussion).</p> <p>Several of the items are only applicable to overall and final town development and master plan implementation and will be addressed during later development phases of the master plan. Such development will require a Coastal Development Permit.</p>
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<p>STMP (New Development) Policy 7</p>	<p>8. Requiring development to incorporate alternative sources of energy such as photovoltaics, solar water heaters, passive solar design, wind generators, heat pumps, geothermal, or biomass;</p> <p>9. Requiring development to use structural orientation (heat gain from southern exposure) and vegetation patterns to reduce winter heating needs (such as planting deciduous trees near southern exposures to maximize the winter sun);</p> <p>10. Requiring development to include energy meters that provide real-time information to users regarding energy consumption;</p> <p>11. Requiring development to use recycled building materials;</p> <p>12. Requiring development to use building materials that minimize energy consumption during the manufacture and shipment of the materials;</p> <p>13. Requiring development to use construction techniques that minimize energy consumption;</p> <p>14. Incorporating structural amenities within non-residential development to encourage the use of non-motorized or public transportation by employees (such as sheltered bicycle storage, bicycle lockers, restrooms with showers/personal lockers, etc.);</p> <p>15. Encouraging employer incentives such as paid bus passes, etc., to encourage employee use of public transportation;</p> <p>16. Prohibiting restrictions such as covenants or development standards that prevent energy conserving measures such as the use of outdoor clotheslines.</p>	<p>The project has been designed to the extent feasible to address the applicable measures of this policy. The tentative map is required to meet provisions of the Humboldt County Code Section 322.5-1, Design for Solar Access (see Subdivision Discussion).</p> <p>Several of the items are only applicable to overall and final town development and master plan implementation and will be addressed during later development phases of the master plan. Such development will require a Coastal Development Permit.</p>
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<p>STMP (New Development) Policy 4 and 5</p>	<p>Demonstrate the existence of a mechanism, organized under public ownership or management, for the on-going funding and maintenance of the STMP's potable water delivery system, wastewater processing system, storm water facilities, fire and life safety facilities and services, open spaces, common areas, etc.</p> <p>Administrative rules, regulations, bylaws and/or operating requirements adopted by the service providers for funding, monitoring, and managing services.</p>	<p>LAFCO has approved the formation of the Peninsula Community Services District and recorded a Certificate of Completion on April 13, 2020. (Attachment 3).</p>
<p>STMP (New Development) Policy 8</p>	<p>Requires that development authorized within the STMP-LUP overlay area incorporate best available practices for the protection of coastal waters.</p>	<p>These practices are described on the grading notes of the draft improvement plans and erosion control measures required during construction. The Plans indicate that runoff from the roads will flow into swales along the road, rather than being collected in curb and gutter sections. Since more than one acre will be disturbed by construction, a Storm Water Pollution Prevention Plan (SWPPP) and Erosion Control Plan will be prepared consistent with Cal EPA, State Water Resources Control Board, Construction General Permit Order No. 2009-0009-DWQ effective July 17, 2012.</p>
<p>STMP (New Development) Policy 9</p>	<p>Requires that wastewater treatment provided for lands subject to the STMP-LUP shall be limited to provision of service for development authorized pursuant to the STMP-LUP only.</p>	<p>This requirement is included as a condition of approval.</p>

<p>STMP (New Development) Policy 10</p>	<p>Requires that existing residences on Master Parcel 3 shall be connected to the new or upgraded waste water treatment facilities on Master Parcel 2 within 180 days after such facilities are constructed and placed in service and that existing septic system(s) shall be removed or remediated in accordance with RWQCB requirements, and otherwise properly abandoned, subject to any necessary Coastal Development Permit, within 180 days of connection of the subject residences to the new or upgraded waste water treatment facilities.</p>	<p>This requirement is included as a condition of approval.</p>
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<p>STMP (Community Character/ Visual) Policy 1</p> <p>STMP (Community Character/ Visual) Policy 2</p>	<p>Requires that new construction within the greater Samoa town area shall extend and enhance the historic community character. New development, including signage and lighting, shall not interfere with the special character of the existing historic neighborhoods and public views available from the public vantage points and from special community gathering places such as the Women's Club.</p>	<p>New construction will be subject to future coastal development permits once the tentative map is approved. The applicant will be required to submit completed worksheet from the New Town Design Guidelines appendices which documents how the existing architectural features and character have been used to guide the overall design of the proposed development. New construction must be found consistent with the Secretary of Interior's guidelines that "new design should always be clearly differentiated so that the addition does not appear to be part of the historic resource."</p>
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<p>STMP (Community Character/ Visual) Policy 5</p>	<p>Requires that development, including lighting and signage, shall be designed and constructed in a manner that: (a) protects distant night skyline views from distant vantage points towards the Pacific Ocean and Humboldt Bay; (b) protect public views of the existing town site from public vantage points such as New Navy Base Road, and (c) protects coastal views from the town site, such as the panoramic views of Humboldt Bay and the Pacific Ocean available from the Women's Club and other higher elevation locations.</p>	<p>Signage is limited to the minimum required roadway signage in accordance with Public Works standards. All proposed pedestrian and street lighting is provided by wood poles with dark sky-friendly LED light fixtures per PG&amp;E standards and in accordance with County of Humboldt regulations. The lighting is directed downwards with minimal back lighting, uplighting, and glare. This will minimize the impact to night skyline views from the various vantage points listed.</p>
<p>STMP (Community Character/ Visual) Policy 8</p>	<p>Requires that all exterior lights, including any lights attached to the outside of buildings, shall be the minimum necessary for the safe ingress and egress of the structures, and shall be low-wattage, non-reflective, shielded, and have a directional downcast such that no light will shine beyond the boundaries of the subject parcel.</p>	<p>This requirement is included as a condition of approval.</p>
<p>STMP (Wetlands/ESHA) Policy 1 and Policy 4</p>	<p>Requires that development maintain a minimum buffer of at least 100 feet from identified ESHA.</p>	<p>The project has been designed to maintain 100-foot ESHA buffer.</p>
<p>STMP (Wetlands/ESHA) Policy 2</p>	<p>Prohibits non-resource dependent development within NR area, except for five specified exception</p>	<p>The project does not include development in NR areas.</p>
<p>STMP (Wetlands/ESHA) Policy 3</p>	<p>Requires that full development under the Samoa Town Master Plan provide neighborhood parks that include active recreation and play areas and picnic facilities.</p>	<p>Such facilities are included in the Master Plan full build out, and in some cases are already in existence (tennis courts, basketball court, soccer field, etc.).</p>



<p>STMP (Wetlands/ESHA) Policy 7</p>	<p>Requires that all new and replacement fencing shall require a coastal development permit based on findings that the location and design of such fencing is safely permeable for wildlife.</p>	<p>This requirement is included as a condition of approval.</p>
<p>STMP (Wetlands/ESHA) Policy 9</p>	<p>Requires a plan for removal of invasive, non-native plant species.</p>	<p>The applicant has submitted an Invasive Plant Management Plan as an addendum to the STMP Biological Resource Study – September 2013, and it is on file with the Planning Department. A condition of approval is included that the applicant shall implement that plan as it is applicable to the current project.</p>
<p>STMP (Wetlands/ESHA) Policy 13</p>	<p>Prohibits the use of rodenticides or herbicides on lands designated NR or PF or within other areas containing wetland or ESHA habitat or the buffers thereof. Prohibits the use of rodenticides that contain anticoagulant compounds.</p>	<p>This requirement is included as a condition of approval.</p>

<p>STMP (Wetlands/ESHA) Policy 14</p>	<p>Specifies various landscaping restrictions for the STMP-LUP lands: (1) landscaping with exotic plants shall be limited to outdoor landscape areas immediately adjacent to the proposed development; (2) all new landscaping shall follow the California Native Plant Society (CNPS) "Guidelines for Landscaping to Protect Native Vegetation from Genetic Degradation; (3) planting of invasive non-native plants shall be prohibited; (4) no plant species listed as problematic and/or invasive and/or as a noxious weed by the CNPS, the California Invasive Plant Council, the State of California, or the U.S. federal government shall be used in any proposed landscaping; (5) to minimize the need for irrigation, all new landscaping shall consist primarily of native, regionally appropriate, drought-tolerant plants; and (6) new development projects that include landscape areas of 500 square feet or more shall include appropriate water conservation measures related to effluent irrigation systems and on-site stormwater capture.</p>	<p>The proposed project is primarily for the subdivision of the town. Once the town is subdivided, new development will require future coastal development permits, during which landscaping requirements will be taken into consideration.</p>
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<p>STMP (Hazards) Policy 1</p>	<p>Requires a site-specific geologic study and review prepared by and accompanied by the written determination of a California licensed professional civil engineer or California licensed professional engineering geologist stating specifically that the proposed development, if constructed in accordance with the expert's recommendations, will be safe from hazards posed by landslide, slope failure, or liquefaction, and safe from catastrophic failure in the event of the maximum credible earthquake or tsunami.</p>	<p>The applicant has had prepared and submitted the "R1/R2 and Geologic Hazards Analysis Report for the Samoa Town Master Plan," May 29, 2013 prepared by LACO Associated, Inc.</p> <p>A condition of approval is included stating that the applicant shall follow the recommendations of that report.</p>
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<p>STMP (Hazards) Policy 2</p>	<p>Requires that all proposed critical facilities such as wastewater treatment and disposal facilities and the proposed water storage tank include a potential coastal hazards analysis that addresses the potential for erosion, flooding, wave attack, scour and other conditions.</p>	<p>The applicant has submitted a Technical Memorandum prepared by California Engineering Company, Inc. (July 23, 2009) which addresses potential impacts on Infrastructure Due to Sea Level Rise. The Memorandum includes mitigation measures to address these potential hazards.</p>
<p>STMP (Hazards) Policy 3</p>	<p>Requires that new development associated with the provision of critical or significant community support functions shall be designed and located in a manner that will be free of the risk of catastrophic failure associated with earthquake or tsunami hazards, taking into account a minimum of 5.3 feet of sea level rise by 2100.</p>	<p>The applicant has had prepared and submitted the "R1/R2 and Geologic Hazards Analysis Report for the Samoa Town Master Plan," May 29, 2013 prepared by LACO Associated, Inc.</p> <p>A condition of approval is included stating that the applicant shall follow the recommendations of that report.</p> <p>The applicant has submitted a Technical Memorandum prepared by California Engineering Company, Inc. (July 23, 2009) which addresses potential impacts on Infrastructure Due to Sea Level Rise. The Memorandum includes mitigation measures to address these potential hazards.</p>
<p>STMP (Hazards) Policy 4</p>	<p>Requires compliance with a Final Tsunami Safety Plan incorporating the County's "Draft Tsunami Safety Plan for the Town of Samoa" dated April 2013.</p>	<p>The Tsunami Safety Plan for the Town of Samoa (draft updated April 2013) provides the recommendations listed for this item. A copy of the plan is on file with the Humboldt County Planning Division. A condition of approval is included that projects under consideration should include a requirement for signage and notification of future residents as outlined in the plan.</p>

<p>STMP (Hazards) Policy 5</p>	<p>Requires the new development be sited and designed in a manner that places the lowest habitable floor at an elevation not lower than 32 feet above mean sea level. Requires that all residential structures shall be designed to withstand the hydrostatic and hydrodynamic loads and effects of buoyance associated with inundation by storm surge and tsunami wave up to and including maximum credible tsunami run-up without experiencing a catastrophic structural failure. For tsunami-resilient design purposes, a minimum sea level rise rate of 3.2 feet by 2100 shall be used when combined with a maximum credible tsunami condition.</p>	<p>Residential structures will be designed by qualified professional engineers using the most restrictive provisions of the 2019 California Building Codes as well as the latest resources for designing to mitigate the hydrodynamic hazards including tsunami hazards, by the multi-agency National Tsunami Hazard Mitigation Program. This has been made a condition of approval.</p>
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<p>STMP (Archaeological Resources) Policy 1</p>	<p>Requires a Phase II archaeological resources assessment of all known archaeological sites which defines the boundaries of such sites if not formerly known, or if all five sites noted previously in the Master EIR are protected from further development and disturbance.</p>	<p>A Phase II archaeological evaluation of a surface marine shell scatter at the site of the proposed WWTF was conducted by James Roscoe and William Rich in January 2015. A copy of this report is on file with the Humboldt County Planning Division. No archaeological resources were identified.</p> <p>On March 9, 2017, James Roscoe submitted a cultural resource assessment for the proposed multi-family housing project which include a field visit. This survey concurred with earlier findings that the proposed area of the affordable housing project did not contain evidence of significant prehistoric or historic-era cultural resources.</p> <p>In accord with the terms of the Memorandum of Understanding, the applicant has caused the preparation of a Phase II archaeological survey over the remainder of the project site. Additionally, the Samoa Pacific Group has consulted with the three Wiyot area Tribal Historic Preservation Officers (THPOs) and retained a cultural resource professional versed in regional historic and Native American archaeology to develop a formal Archaeological Monitoring Plan and Protocol for Inadvertent Archaeological Discoveries during STMP implementation. The plan and protocol will be followed during to any ground disturbing activities related to implementation of the Samoa Town Master Plan. These requirements have been added as conditions of approval.</p>
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**A.3./C.2 Zoning Compliance and Development Standards.** The following table identifies the evidence which supports finding that the proposed development is in conformance with all applicable policies and standards in the Humboldt County Zoning Regulations.

Code Section(s)	Summary of Applicable Goal, Policy or Standard	Evidence Which Supports Making the Consistency Finding
<p>313-2, 313-3, 313-4, 313-5, and 313-6.</p> <p>Residential Single Family with combining zones for Design Review and Planned Development (RS/D,P);</p> <p>Residential Multi Family with combining zones for Design Review and Planned Development (RM-30/D,P);</p> <p>Commercial General with combining zones for Design Review (CG/D);</p> <p>Commercial Recreation with combining zones for Archaeological Resource Area Outside Shelter Cove and Design Review (CR/A,D);</p> <p>Natural Resources with combining zones for Coastal Wetland Areas and Dune Areas (NR/W,B);</p> <p>Public Recreation with combining zone for Design Review (PR/D);</p> <p>Public Facilities – Urban with combining zone for Design Review (PF1/D);</p> <p>Industrial/Coastal-Dependent with combining zone for Archaeological Resource Area Outside Shelter Cove (MC/A)</p> <p>Business Park (with combining zone for Design Review (MB/D).</p> <p>Parking §313-109.1.4.1.2</p>	<p>To protect sites appropriate for development consistent with the zone designations and applicable development standards.</p>	<p>Zoning designations were established with approval of the Samoa Town Master Plan (STMP) General Plan Amendment with the division and future development to take place in accordance with STMP provisions and requirements.</p> <p>Parking will be provided in accordance parking standards for each zone and with the Planned Development Permit proposal.</p>

Code Section(s)	Summary of Applicable Goal, Policy or Standard	Evidence Which Supports Making the Consistency Finding
<p><b>Section 313-19 Design Review Combining Zone</b></p>	<p>Review projects for development of new structures for consistency with Samoa Design Guidelines and for compatibility with existing contributing historic structures.</p>	<p>Proposed new development will be required to be in conformance with the "New Town Samoa Design Guidelines" that include the following provisions:</p> <p>Roofing shall be composition shingles.</p> <p>Driveways located away from street intersections.</p> <p>No parking permitted in the front setback unless within the front-loading access to the garage.</p> <p>Exterior lighting shall be directed downward and not cause excessive glare to neighboring properties.</p> <p>Utilities shall be underground.</p> <p>Use of common area for trash and recycling is encouraged.</p> <p>Natural drainage routes are maintained wherever possible.</p> <p>Landscaping plans shall utilize plant materials that are compatible with the local climate and setting.</p> <p>Building permit applications for new construction shall be reviewed for use of appropriate architectural features, siding, paint color, etc. for consistency with the New Town design guidelines.</p>

Code Section(s)	Summary of Applicable Goal, Policy or Standard	Evidence Which Supports Making the Consistency Finding
<p><b>Section 313-15 et seq. Combining Zones</b></p>	<p>34.5.4.1 STMP (New Development) Standard 1:</p> <p>34.5.4.1.1. New development authorized within the STMP-LUP including restoration of existing structures shall incorporate the best available practices for the protection of coastal waters. To achieve these standards, the applicant shall provide supplemental information as a filing requirement of any coastal development permit application for development within the area subject to the STMP, and the pertinent decision-makers shall adopt specific findings and attach conditions requiring the incorporation of, and compliance with, these water quality protection measures in approving coastal development permits for subdivision or further development of the lands subject to the standards of the STMP.</p>	<p><u>Construction pollution control plan</u>. Applicant required to submit a construction-phase erosion, sedimentation, and polluted runoff control plan ("construction pollution control plan") that specifies interim best management practices (BMPs) that will be implemented to minimize erosion and sedimentation during construction, and prevent contamination of runoff by construction chemicals and materials, to the maximum extent practicable. This requirement is included as a condition of approval.</p>



Code Section(s)	Summary of Applicable Goal, Policy or Standard	Evidence Which Supports Making the Consistency Finding
		<p><u>Post-Construction Stormwater Plan Required.</u> A plan to control post-construction stormwater runoff flows, and maintain or improve water quality ("post-construction stormwater plan") shall specify site design, source control, and if necessary, treatment control BMPs that will be implemented to minimize stormwater pollution and minimize or eliminate increases in stormwater runoff volume and rate from the development after construction. This requirement is included as a condition of approval.</p>
		<p><u>Site design using low impact development techniques Required.</u> The post-construction stormwater plan shall demonstrate the preferential consideration of low impact development (LID) techniques in order to minimize stormwater quality and quantity impacts from development. LID is a development site design strategy with a goal of maintaining or reproducing the site's pre-development hydrologic functions of storage, infiltration, and groundwater recharge, as well as the volume and rate of stormwater discharges. LID strategies use small-scale integrated and distributed management practices, including minimizing impervious surfaces, infiltrating stormwater close to its source, and preservation of permeable soils and native vegetation. This requirement is included as a condition of approval.</p>

Code Section(s)	Summary of Applicable Goal, Policy or Standard	Evidence Which Supports Making the Consistency Finding
		<p><u>Water quality and hydrology plan for developments of water quality concern required.</u> In addition to the information to be provided in the post-construction stormwater plan, applicants for "developments of water quality concern," shall submit a water quality and hydrology plan and be subject to the additional requirements listed in HCC Section 34.5.4.1.1.4.1. This requirement is included as a condition of approval.</p>
	<p><u>STMP (New Development) Standard 2:</u>  34.5.4.2.1. Remediation of contamination, including contaminated soils or residual lead paint on structural surfaces, and/or reinforcement/replacement of the foundations of aging structures associated with the "company town" of Samoa shall be undertaken with special care to preserve the structural integrity and authentic period details (such as original woodwork, windows, and millwork) of the structures</p>	<p>The current project does not involve any remediation of contamination.</p>

Code Section(s)	Summary of Applicable Goal, Policy or Standard	Evidence Which Supports Making the Consistency Finding
	<p><u>STMP (New Development) Standard 3:</u></p> <p>34.5.4.1. Existing structures associated with the historic town shall be restored and maintained in a manner that protects the historic character, period details, and authentic original materials of the original structures. Replacement of period details and features with new materials or methods designed to achieve energy conservation shall not be undertaken in a manner that would replace or distract from the existing period details such as original wood-framed windows and hand-turned wooden decorative details evident in many of the existing Samoa "company town" structures.</p>	<p>The proposed project does not involve any development that would impact major existing structures. Demolition of several outbuildings (sheds) is required to meet subdivision requirements. A statement of overriding considerations for demolition of the sheds has been adopted with certification of the Supplemental Environmental Impact Report.</p>

Code Section(s)	Summary of Applicable Goal, Policy or Standard	Evidence Which Supports Making the Consistency Finding
	<p><u>STMP (Wetlands/ESHA) Standard 1:</u>  34.5.4.4.1. The biological report required by STMP (Wetlands/ESHA) Policy 11 shall include, but is not limited to, the following:</p> <p>34.5.4.4.1.1. A study identifying biological resources existing on the site, and the historical extent of the resources as identified in previous reports, surveys, delineations, maps, or publications, disclosing the history, ecology and habitat requirements of the relevant resources, such as plants and wildlife, in sufficient detail to permit a review of functional relationships, their potential for restoration, the potential location of dormant seedbanks of rare (particularly annual) plants, habitat (including non-native species such as individual trees or groves that provide habitat architecture and other resources for birds or other species, or wetlands that may be used by amphibians during specific lifecycle stages) that may be used during specific lifecycle stages or seasonally by migratory species for roosting, breeding or feeding during specific seasonal windows, and present and potential adverse physical and biological impacts on the identified biological resources or on the associated ecosystem, either individually or cumulatively, et seq.</p>	<p>An updated biological report was prepared in accordance with this standard.</p>

Code Section(s)	Summary of Applicable Goal, Policy or Standard	Evidence Which Supports Making the Consistency Finding
	<p><u>STMP (Hazards) Standard 1:</u></p> <p>34.5.4.5.1. <u>Sea Level Rise Analysis</u>. Applications for development adjacent to the shore or that may be subject to the influence of sea level over the life of the project shall include an analysis of possible impacts from sea level rise. The analysis shall take into account the best available scientific information with respect to the effects of long-range sea level rise for all requisite geologic, geotechnical, hydrologic, and engineering investigations consistent with the best available science on sea-level rise for the Humboldt Bay region and the Coastal Commission's adopted Sea Level Rise Policy Guidance document. Major community-wide significance shall assume a minimum 5.3 feet per century.</p>	<p>The project location and design take into consideration sea level rise. The residential units place all habitable floor elevation above that elevation of a catastrophic tsunami plus sea level rise.</p>

**Design Guidelines for Planned Unit Developments**

Zoning Section	Summary of Applicable Requirement	Evidence That Supports the Zoning Finding
<p>Design Guidelines for PUDs §313-31</p>	<p>(1) <u>Maintain prominent natural features by:</u></p> <ul style="list-style-type: none"> <li>• retaining major trees and shrubs</li> <li>• concentrate development on level areas</li> <li>• retaining ridgeline silhouettes, and leaving slopes greater than 25% undisturbed</li> <li>• revegetating disturbed areas</li> </ul> <p>(2) <u>Circulation Considerations:</u></p> <ul style="list-style-type: none"> <li>• residences to take access from local roads, limiting frontage on collector streets</li> <li>• divide road where possible to preserve natural features</li> <li>• limit width of roadways, including paved shoulders</li> <li>• utilize alley development for secondary vehicle access</li> </ul> <p>(3) <u>Parking Considerations:</u></p> <ul style="list-style-type: none"> <li>• develop shared parking areas and limit visual impact of rows of cars</li> <li>• place parking along side and rear of buildings</li> <li>• for parking areas of 5 or more vehicles, use landscaping, berms and screening to minimize visual impacts, unwanted light/glare and noise</li> </ul> <p>(4) <u>Architectural Considerations:</u></p> <ul style="list-style-type: none"> <li>• buildings to be of compatible design and style with nearby development</li> <li>• living areas should face toward gardens and open areas</li> </ul>	<p>(1) The subdivision of the existing Town of Samoa will not have an impact on prominent natural features. The areas to be subdivided include existing developed areas within the townsite and the new lots are outside of ESHA areas and the 100-foot setback therefrom. New residential areas and business park areas will be landscaped at the time of development.</p> <p>(2) The development is adjacent to an existing developed community with an existing road network that has served the community for many years. In the new portion of Samoa, residential and business park areas will primarily be from secondary roads. Alleys and smaller roads will be utilized for additional access to many lots.</p> <p>(3) In the existing Town, limited parking is available. Several common parking areas are proposed to be added to this area. In the new residential area, common parking areas are proposed under the Planned Development Permits.</p> <p>(4) The architectural elevations for new construction are required to be included in the application for review and approval. The project is to be conditioned such that prior to issuance of Building Permits, the design of the future buildings must be reviewed Samoa Design Review Committee and approved by the Planning Director for conformance with the design guidelines specified in the Planned Unit Development</p>

Zoning Section	Summary of Applicable Requirement	Evidence That Supports the Zoning Finding
	<p>(5) <u>Other Considerations:</u></p> <ul style="list-style-type: none"> <li>• landscaping should be used to enhance privacy and give visual order to the development</li> <li>• multifamily developments of 4 or more units should have laundry facilities</li> <li>• areas should be set aside within the development for trash collection and recycling</li> <li>• utilities should be underground; retention swales should be used to collect runoff</li> </ul>	<p>Regulations (Section 313-31.1 et seq.) and the Design Review combining zone (for historic preservation) adopted with approval of the STMP.</p> <p>(5) Landscaping in the existing town will be retained. New residential and business park lots will be landscaped at time of development. Multifamily development will include laundry facilities. All new utilities will be underground. Runoff will be addressed in accordance with a drainage plan approved by the Department of Public Works.</p>
<p>Roads and Driveways for PUDs</p>	<p>(1) <u>Access</u></p> <ul style="list-style-type: none"> <li>• Locate appropriate to streets and transportation facilities; exits/entrances should encourage smooth traffic flow; merging and turnout lanes shall be provided where necessary</li> </ul> <p>(2) <u>Internal Circulation</u></p> <ul style="list-style-type: none"> <li>• Integrated system of roads, pedestrian and bike paths</li> <li>• Developments designed to limit length of roads, control turning movements and minimize hazards</li> </ul> <p>(3) <u>Siting of Roads and Driveways</u></p> <ul style="list-style-type: none"> <li>• Roads and driveways shall be consistent with terrain, minimizing excessive cuts and fills</li> </ul> <p>(4) <u>Parking Standards</u></p> <ul style="list-style-type: none"> <li>• Number of spaces shall conform to off-street parking regulations</li> </ul>	<p>(1) The Department of Public Works LUD has provided conditions of approval that include dedications, access requirements, and improvements.</p> <p>(2) In order to make new residential development compatible with the design of the existing town, smaller than usual lots and roads are proposed. A pedestrian trail and bike path will connect the new town, the existing town and business park.</p> <p>(3) Proposed new roads and the existing road network and driveways are consistent with the terrain and do not involve excessive cuts and fills.</p> <p>(4) Each parcel proposed for new residential development includes area for two off-street parking spaces.</p>

Zoning Section	Summary of Applicable Requirement	Evidence That Supports the Zoning Finding
	<ul style="list-style-type: none"> <li>Parking to be designed and located as per regulations, except that spaces may be clustered in parking pods in proximity to dwelling units they serve, and parking for guests may be required up to a maximum of 1 space per 2 dwelling units</li> </ul> <p>(5) <u>Recreational Vehicle Parking</u></p> <ul style="list-style-type: none"> <li>Parking for recreational vehicles may be required based on anticipated needs of the particular development; if developed, RV parking shall be on the fringe of the development and appropriately screened from adjacent properties</li> </ul>	<p>(5) Due to the limited areas on each parcel, there will be no RV parking dedicated for residents in the development</p>
Owner's Association for PUDs	A nonprofit incorporated owners association or alternative acceptable to County Counsel shall be required for improving, operating and maintaining common facilities, including open space, streets, drives, service and parking areas, and recreation areas.	Either a homeowner's association or a community services district will be responsible for maintenance of open space areas. A Road Maintenance Association or similar entity will be formed for road and parking area maintenance.

**A.4/C.3/C.4/C.5. Public Health, Safety and Welfare:**

The project will not be detrimental to the public health, safety and welfare because:	Evidence supporting the finding:
All reviewing referral agencies have approved or conditionally approved the proposed project design.	See Attachment 4.
The proposed project is consistent with the general plan.	See Section 1, above.
The proposed project is consistent with the zoning.	See Section 2, above.
The proposed project will not cause environmental damage.	See Supplemental to Final Master EIR (Attachment 5)



**A.5./C.3. Impact on Residential Density Target:** The following table identifies the evidence which supports finding that the proposed project will not reduce the residential density for any parcel below that utilized by the Department of Housing and Community Development in determining compliance with housing element law.

Code Section	Summary of Applicable Requirement	Evidence that Supports the Required Finding
312-17.1.5 Housing Element Densities	The proposed development does not reduce the residential density for any parcel below that utilized by the Department of Housing and Community Development in determining compliance with housing element law.	The proposed project will provide for additional housing units and will thus serve to increase residential density of the project area as well as support development of additional infrastructure that will be able to be expanded to serve additional residential units.

**B Environmental Impact:**

As required by the California Environmental Quality Act, the Planning and Building Department prepared a Final Supplemental EIR in accordance with the requirements of Section 15164 of the California Environmental Quality Act (CEQA) Guidelines. On October 3, 2019, the Humboldt County Planning Commission certified the Final Supplemental EIR. The Supplemental Environmental Impact Report (Attachment 5) updated the Final Master Environmental Impact Report and evaluated the project for any adverse effects on the environment. The Supplemental Master EIR analyzed project changes including potential utilization of the Harbor District's marine outfall line for the discharge of treated sewage effluent from the Samoa Town Master Plan area. The SMEIR additionally addressed aspects of the Master Plan, such as: approval of a development agreement, approval of a phased Final Map Subdivision, and removal or relocation of several sheds/outbuildings which have been identified as potential historic structures.

Consistent with the CEQA Guidelines, this Supplemental Master EIR updates the 2009 MEIR and supplemental environmental documents, including the County of Humboldt's Mitigated Negative Declaration for the Multi-family Housing, Wastewater Treatment Facilities, and Vance Avenue Reconstruction Project (State Clearinghouse # 2003052054) by analyzing substantial changes in the circumstances under which the project would be undertaken and new information that was not known and could not have been known at the time the 2009 MEIR was certified, which may result in new or substantially more severe significant impacts than were analyzed in the 2009 MEIR. The analysis considered the following seven impact areas:

- Cultural (Historic and Pre-Historic) Resources (Section 3.1)
- Biological Environment (Section 3.2)
- Greenhouse Gas Emissions (Section 3.3)
- Transportation (Section 3.4)
- Energy (Section 3.5)
- Aesthetics (Section 3.6)
- Wildfire (Section 3.7)

All other topics were adequately analyzed in the 2009 MEIR and require no further analysis. CEQA Guidelines Section 15163(b) states that a supplement to an EIR need contain only the information necessary to make the previous EIR adequate for the project as modified. For these reasons, consistency with CEQA Guidelines Section 15177 is adequately supported by evidence in the record.

**C.1-C.6 Development Agreements**

<b>Findings for Approval of Development Agreement:</b>	<b>Evidence supporting the finding:</b>
1. Is consistent with the objectives, policies, general land uses and programs specified in the County's general plan, any certified local coastal program, any applicable area plan, any applicable specific plan	See Section 1 above.
2. Is compatible with the uses authorized in, and the regulations prescribed for, the zoning district in which the real property is located.	See Sections 2 and 3 above.
3. In conformity with the public interest, general welfare and county land use planning policies.	See Section 4 above. See Supplemental to Final Master EIR (Attachment 5)
4. Will not be detrimental to the public health, safety and welfare of persons residing in the immediate area nor be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of the residents of the County as a whole.	See Section 4 above. See Supplemental to Final Master EIR (Attachment 5)
5. Will not adversely affect the orderly development of property.	See Sections 1, 2, 3 above See Supplemental to Final Master EIR (Attachment 5)
6. Is consistent with the provisions of Government Code Sections <a href="#">65864</a> through <a href="#">65869.5</a> , the State law governing development agreements.	The agreement has been drafted by County Counsel to comply with all applicable provisions of the Government Code and Section 2171-1 et seq. of the Humboldt County Code. It reflects all current statutory and case law. See Attachment 6, Development Agreement and Governing Statutes

**ATTACHMENT 3**  
**Applicants' Evidence In Support of the Required Findings**

Document	Location
Application Form	On File
Tentative Map	Included
Current Deed	On File
Preliminary Title Report	On File
Geologic Soils Report	On File
Recorded Certificate of Completion for PCSD	Attached

**LUP requirements for a complete CDP application for the tentative map identified by the California Coastal Commission:**

Item	Documentation
Wetland delineation not greater than 5 years old	Included as appendix to the SEIR
Botanical/Historic Landscape Resources	Included as appendix to the SEIR
Non-wetland ESHA delineations	Included as appendix to the SEIR
Invasive Species surveys and plans for control	Included as appendix to the SEIR
Site Plan	See proposed Tentative Map Set
Locations and limits of public and private utilities	See proposed Tentative Map Set
Soil and Groundwater Contamination: Copies of Final Remedial Action Plans and Cleanup work plans	On file at Humboldt County Planning and Building
Landform Alteration Analysis	On file at Humboldt County Planning and Building
Geological Hazard Analysis	Included in R1/R2 Geological Report
Final Tsunami Safety Plan	On file at Humboldt County Planning and Building
Wastewater Facilities	At their public hearing on April 16, 2020, the North Coast Regional Water Quality Control Board adopted Order No. R1-2020-005 for the proposed Waste Discharge Requirements for the Peninsula Community Services District, Town of Samoa Wastewater Treatment Facility.
Water Supplies	On file at Humboldt County Planning and Building
Non-motorized Access: pedestrian and bicycle circulation plan	On file at Humboldt County Planning and Building
Public Transportation Auxiliary Facilities: plans for bus stops	On file at Humboldt County Planning and Building
Public Coastal Access Parking	On file at Humboldt County Planning and Building
Internal Recreation Support/Parks: small community parks and other outdoor recreation areas	See proposed Tentative Map
Plans for the on-going funding, maintenance, and management of utilities	Addressed in CSD formation

Evidence that all lots to be created for new residential development can be developed that finished floor elevation of habitable space can be constructed at an elevation of at least 32 feet above mean sea level.	Addressed in detailed elevation analysis and conditions of approval for future building permits
Visual Analysis for Samoa Business Park and new residential subdivision	Included in SEIR analysis Chapter 3.6
Evidence of authorizations from the North Coast Railroad Authority	On file at Humboldt County Planning and Building

2020-006244

Recorded - Official Records  
Humboldt County, California  
Kelly E. Sanders, Recorder  
Recorded by: LAFCo

Pages: 14

Recording Fee: \$ 0.00  
Tax Fee: \$0  
Clerk: tn Total: \$0.00  
Apr 13, 2020 at 02:10:11



NO FEES PER GOVERNMENT CODE 27383

RECORDING REQUESTED BY:  
Humboldt Local Agency  
Formation Commission

WHEN RECORDED RETURN TO:  
Humboldt LAFCo  
1125 16<sup>th</sup> Street, Suite 202  
Arcata, CA 95521



**CERTIFICATE OF COMPLETION**

As Executive Officer of the Humboldt Local Agency Formation Commission, I hereby certify to the completion of the following change of organization:

Reorganization consisting of dissolution of the Samoa Peninsula Fire Protection District and formation of the Peninsula Community Services District for purposes of providing expanded municipal services to the peninsula communities of Samoa, Fairhaven and Finntown, located in Humboldt County, California.

The short form designation of this action is: Reorganization of Samoa Peninsula FPD to Peninsula CSD; LAFCo No. 17-08.

Reference is hereby made to the attached Resolution No. 17-08, as revised by the Humboldt Local Agency Formation Commission on July 10, 2017, for a description of the boundaries of the territory involved, for the terms and conditions of approval, and for other particulars regarding this action.

Reference is further made to a certain Covenant and Agreement to Dedicate Property and Convey other Assets to the Peninsula Community Services District, pledged as of March 31, 2020, by the Samoa Pacific Group, LLC., for the benefit of the Peninsula Community Services District. This Covenant and Agreement is incorporated herein by reference and is available for public inspection at the offices of the Humboldt Local Agency Formation Commission and the Peninsula Community Services District.

Effective Date: March 31, 2020

**HUMBOLDT LOCAL AGENCY FORMATION COMMISSION**

Colette Metz Santsche  
Executive Officer

**RESOLUTION NO. 17-08**

**REVISED RESOLUTION MAKING DETERMINATIONS AND APPROVING A REORGANIZATION CONSISTING OF FORMATION OF THE PENINSULA COMMUNITY SERVICES DISTRICT AND DISSOLUTION OF THE SAMOA PENINSULA FIRE PROTECTION DISTRICT, AND RESCISSION OF PRIOR RESOLUTION 17-06**

WHEREAS, the Humboldt Local Agency Formation Commission, hereinafter referred to as the "Commission," is responsible for regulating the orderly formation and expansion of local government agencies pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000; and

WHEREAS, the above-referenced proposal was initiated by resolution of application of the Samoa Peninsula Fire Protection District; and

WHEREAS, the proposal seeks Commission approval of a reorganization consisting of dissolution of the Samoa Peninsula Fire Protection District (FPD) and formation of the Peninsula Community Services District (CSD); and

WHEREAS, the principal reason cited in support of the reorganization, as specified in the resolution initiating the proposal, is to provide expanded municipal services to the Peninsula through reorganization of the Samoa Peninsula FPD into a CSD; and

WHEREAS, upon formation, the Peninsula CSD would continue the role of providing fire protection services currently provided by the Samoa Peninsula FPD, as well as providing expanded municipal services to the Peninsula; and

WHEREAS, the Humboldt Bay Municipal Water District has expressed its willingness to negotiate the transfer of its ownership of domestic water infrastructure within the boundaries of the Peninsula CSD; and

WHEREAS, the Samoa Pacific Group LLC. has expressed willingness to dedicate, convey, or otherwise transfer certain real property, infrastructure and assets for water, wastewater, streets, parks, and other facilities as part of the proposed multi-phase subdivision approval in Samoa; and

WHEREAS, pursuant to Government Code §56001, the Commission finds there is no existing agency that has demonstrated that it can feasibly provide the services proposed in a more efficient manner; and

WHEREAS, it has been determined that the formation of the Peninsula CSD is a feasible, cost-effective and acceptable approach to providing expanded services to the Peninsula; and



WHEREAS, in accordance with Government Code §61014, the Commission determines the Peninsula CSD, to be financed by benefit assessments and user fees subject to Proposition 218 requirements, would have sufficient revenues to carry out its purposes if such benefit assessments and user fees are approved; and

WHEREAS, the Executive Officer has given sufficient notice of the Commission's consideration of the proposal as required by law; and

WHEREAS, the Commission heard, discussed, and considered all oral and written testimony related to the proposal including, but not limited to, the Executive Officer's report and recommendation, the environmental document or determination, existing Spheres of Influence, and applicable General and Specific Plans; and

WHEREAS, the Commission considered all the factors required by law under Government Code §56668 and adopted local policies and procedures; and

WHEREAS, the Commission desires to modify its prior resolution on this matter, Resolution 17-06 adopted May 15, 2017.

**NOW, THEREFORE, BE IT RESOLVED** by the Humboldt Local Agency Formation Commission as follows:

1. Resolution 17-06, adopted May 15, 2017 is rescinded in its entirety and is replaced, revised and supplemented by this resolution.
2. The Commission's determinations on the proposal incorporate and adopt the information and analysis provided in the Executive Officer's written report.
3. The Commission, as Responsible Agency, certifies it has independently reviewed and considered the Negative Declaration prepared by the Samoa Peninsula Fire Protection District, as lead agency, concerning potential impacts associated with the proposal in accordance with the California Environmental Quality Act (CEQA). The Commission finds the Negative Declaration (finding of no significant adverse environmental effect) is adequate and directs the Executive Officer to file a Notice of Determination with the Humboldt County Clerk.
4. The Commission approves the proposal, contingent upon a successful vote on the formation pursuant to Government Code §61014, and subject to terms and conditions outlined below.
5. The proposal is assigned the following distinctive short-term designation:

"Reorganization of Samoa Peninsula FPD to Peninsula CSD"

6. LAFCo staff is directed to initiate conducting authority proceedings pursuant to the California Government Code (commencing with §57000).

**CONDITIONS OF APPROVAL for the proposal shall be as follows:**

1. Name – The name of the district shall be the Peninsula Community Services District.
2. Boundaries – A map and boundary description of the Peninsula CSD are set forth in Exhibit A, attached to the Commission's Resolution making determinations and made a part thereof.
3. Sphere of Influence – A sphere of influence of the Peninsula CSD shall be coterminous with the District boundaries. Future amendments and/or updates of the sphere shall be conducted in accordance with Government Code §56425 and 56430.
4. Successor
  - A. The Samoa Peninsula FPD shall be dissolved and all of its corporate powers shall cease.
  - B. Any employees of the Samoa Peninsula FPD will become employees of the Peninsula CSD.
  - C. The Peninsula CSD shall be the successor to the Samoa Peninsula Fire District for the purpose of succeeding to all of the rights, duties and obligation of the dissolved Samoa Peninsula Fire Protection District, with respect to enforcement, performance or payment of any outstanding bonds or other contracts, obligations, including the provisions of and other liabilities of the dissolved Samoa Peninsula FPD.
  - D. The Samoa Peninsula FPD currently has contracts with the Board of Administration of the California Public Employees' Retirement System ("PERS"). The Peninsula CSD and PERS will develop a contract that shall be deemed a continuation of the Samoa Peninsula Fire Protection District's PERS contract pursuant to Government Code §20508. The Peninsula CSD's contract shall preserve the classic formula for continuing employee members of PERS. Accumulated contributions, assets and liability for service under the former districts' contracts are vested rights of continuing employee members of PERS, and shall be merged into the contract of the successor district upon reorganization pursuant to Government Code §20508.
  - E. All property, whether real or personal, including all monies (including cash on hand and monies due to uncollected) of the Samoa Peninsula Fire Protection District shall be transferred to and vested in Peninsula CSD.
  - F. Upon the effective date of the reorganization, the Peninsula CSD shall be authorized and entitled to extend and/or continue to levy, impose, or fix and collect any previously authorized charge, fee, assessment or tax approved,



imposed and/or levied by Samoa Peninsula FPD, including but not limited any rates and charges for the provision of fire protection services.

- G. The property tax allocation factor for the Samoa Peninsula FPD, for those properties within the District, shall be reallocated so that in future fiscal years these taxes shall be allocated to the Peninsula CSD.

5. District Board of Directors

- A. Governing Board - The Peninsula CSD shall be governed by a board of directors composed of five (5) members elected at large for four-year terms by registered voters residing within the District.
- B. Election of Initial Governing Board - The Board of Directors of the Samoa Peninsula Fire Protection District shall serve as the initial Board of Directors of the successor agency, the Peninsula CSD.
- C. Staggered Terms of Office - For the initial Board of Directors, the terms of three (3) members shall be four years and the terms of two (2) members shall be two years.
- D. First Board of Directors Meeting - In addition to all other means authorized by law, the first meeting of the Board of Directors may be called by notice given in a lawful manner by any four members of the Board of Directors.

6. Authorized Services – The Peninsula CSD shall be authorized the following functions and services as active powers, authorized to be provided within its boundaries, pursuant to Government Code §61100:

- A. Water
- B. Wastewater
- C. Fire Protection, rescue, and emergency response (including tsunami evacuation)
- D. Parks, Recreation, Trails, and Open Space
- E. Landscape Maintenance within Public Areas
- F. Streets and Street Maintenance
- G. Storm Drainage

The District may in the future provide other types of services if authorized by the Community Services District Law, subject to compliance with the statutory procedures for authorizing additional services.

7. Benefit Assessments and User Fees – Services provided by the District shall be subject to successful completion of Proposition 218 proceedings for benefit assessments and user fees to fund the activities of the District. Assets shall be transferred only for those services with sufficient revenue necessary to carry out those services.

8. Detailed Engineering Analysis – All benefit assessments and user fees shall be supported by a detailed engineering analysis and/or rate study prepared by a licensed engineer. The detailed engineering analysis shall describe the condition of all infrastructure at the time of asset transfer to the District, the projected demand on capacity, the regulatory and design criteria under which improvements will be made (including ADA compliance), the costs associated with recommended improvements and ongoing operations and maintenance, and the methodology for allocating or apportioning costs to parcels within the District.
9. Dedication of Asset Transfer – All assets and resources proposed for transfer shall be offered with an irrevocable dedication by Samoa Pacific Group LLC to the Peninsula CSD. The LAFCo Executive Officer, with legal counsel as deemed necessary, shall verify prior to issuing a certificate of completion that a legal mechanism has been adequately established to ensure such transfer of assets and resources either at initiation of the community service district, or as particular infrastructure components are subsequently confirmed to be improved and acceptable for transfer to the Peninsula CSD.
10. Asset Transfer and Transition Agreement – Prior to the transfer of any dedicated assets, the Peninsula CSD and Samoa Pacific Group LLC shall set forth mutual agreements in writing for the orderly transition and conveyance of assets, including those obligations to accept and take ownership of those assets by the Peninsula CSD.
11. Monthly User Fees – The initial annual user fees for the Peninsula CSD, including any and all debt service, shall not exceed the small community affordability thresholds of 2.5% for water and 2.0% for wastewater (as a percentage of community median household income) as established by the EPA.
12. Creation of Zones – Pursuant to Government Code §61140 et seq., the Peninsula CSD Board of Directors may form one or more zones with varying levels of service and establish different levels of special taxation therein. The District may use divisional accounting to establish accurate divisional budgets and rates and charges based solely on the cost to provide services within the town of Samoa and the rest of the peninsula, so rates in each service area will not be affected by the other.
13. Appropriations Limit – In accordance with Government Code Section 61113, the Peninsula CSD shall, on or before July 1 of each year, establish an appropriations limit and make other necessary determinations for the following fiscal year pursuant to Article XIII B of the California Constitution.
14. Effective Date – The effective date of Peninsula CSD shall be determined by the certification of the election results by the Humboldt County Board of Supervisors and the filing of the certificate of completion by the LAFCo Executive Officer with the County Clerk-Recorder's office. The certificate of completion must be

filed within one calendar year from the date of approval unless a time extension is approved by the Commission.

15. Final Processing Costs – Any and all costs including mapping, engineering, planning, environmental review, fiscal analyses, LAFCo processing fees, election proceedings, recording fees, and any other required local, state, and LAFCo fees incurred to complete the formation of the Peninsula CSD, including State Board of Equalization filing fees, will be borne by the project proponents.

**PASSED AND ADOPTED** at a meeting of the Humboldt Local Agency Formation Commission on the 10<sup>th</sup> day of July, 2017, by the following roll call vote:

AYES: Commissioners: Bass, Johnson, Lake, Long, McPherson, Nicolini and Fennell  
NOES: Commissioners: None  
ABSENT: Commissioners: None  
ABSTAIN: Commissioners: None



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Estelle Fennell, Chair  
Humboldt LAFCo

Attest:



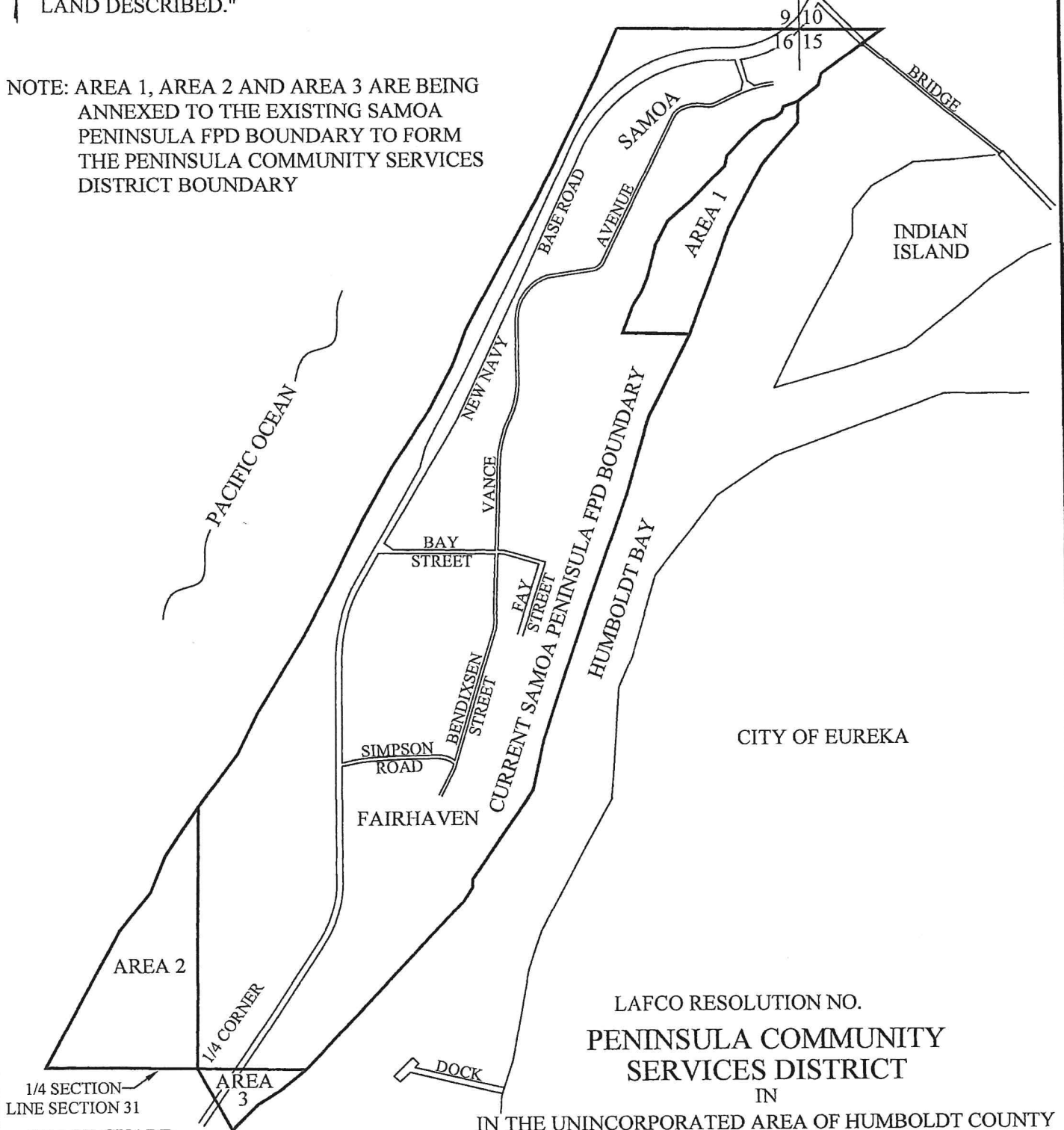
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George Williamson, Executive Officer  
Humboldt LAFCo

**DISCLAIMER:**

"FOR ASSESSMENT PURPOSES ONLY. THIS DESCRIPTION OF LAND IS NOT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT AND MAY NOT BE USED AS THE BASIS FOR AN OFFER FOR SALE OF THE LAND DESCRIBED."

NOTE: AREA 1, AREA 2 AND AREA 3 ARE BEING ANNEXED TO THE EXISTING SAMOA PENINSULA FPD BOUNDARY TO FORM THE PENINSULA COMMUNITY SERVICES DISTRICT BOUNDARY



LAFCO RESOLUTION NO.  
**PENINSULA COMMUNITY SERVICES DISTRICT**  
IN

IN THE UNINCORPORATED AREA OF HUMBOLDT COUNTY  
SECTIONS 15, 16, 17, 20, 21, 28, 29, 30, 31 & 32 T5N, R1W, H.M.  
APRIL 2020 SCALE 1" = 2500'

HUMBOLDT COUNTY  
STATE OF CALIFORNIA  
KELLY-O'HERN ASSOCIATES  
EUREKA, CALIFORNIA

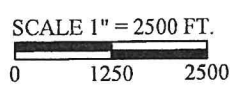


EXHIBIT "A"

**AREA 1**

That portion of Section 16, Township 5 North, Range 1 West, Humboldt Meridian, County of Humboldt, State of California described as follows:

BEGINNING on the South line of said Section 16 at the high-water line of Humboldt Bay;

- thence Easterly along said South line of Section 16 to the U.S. Pierhead line;
- thence Northerly along the U.S. Pierhead line to the intersection with the East line of said Section 16;
- thence Northerly along said East line to the high-water line of Humboldt Bay;
- thence Southerly along said high-water line to the POINT OF BEGINNING.

**AREA 2**

Fractional Section 30 and the fractional Northwest Quarter of Section 31, Township 5 North, Range 1 West, Humboldt Meridian.

**AREA 3**

That portion of Section 32, Township 5 North, Range 1 West, Humboldt Meridian, County of Humboldt, State of California described as follows:

- BEGINNING at the Northwest corner of the Southeast Quarter of said Section 32;
- thence South 29 degrees 01 minutes 20 seconds East, along the Southwesterly line of that parcel of land conveyed to Harvey Lloyd Zink and Billie Jean Zink, husband and wife, by deed recorded October 1, 1964 in Book 807 Official Records, Page 120, and the Southeasterly prolongation thereof to the high-water line of Humboldt Bay;
- thence Northeasterly along said line to the North line of the Southeast Quarter of said Section 32;
- thence Westerly along said North line to the POINT OF BEGINNING.

Prepared by:

Michael J. O'Hern

Michael J. O'Hern LS 4829

Dated: March 31, 2020







## RESOLUTION NO. 17-09

### **CONFIRMING CONDUCTING AUTHORITY PROCEEDINGS AND ORDERING A REORGANIZATION CONSISTING OF FORMATION OF THE PENINSULA COMMUNITY SERVICES DISTRICT AND DISSOLUTION OF THE SAMOA PENINSULA FIRE PROTECTION DISTRICT, SUBJECT TO AN ELECTION**

WHEREAS, the Humboldt Local Agency Formation Commission, hereinafter referred to as the "Commission," is responsible for regulating the orderly formation and expansion of local government agencies pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code Section 56000 et seq.); and

WHEREAS, the above-referenced reorganization consisting of dissolution of the Samoa Peninsula Fire Protection District and formation of the Peninsula Community Services District was initiated by resolution of application of the Samoa Peninsula Fire Protection District; and

WHEREAS, the principal reason cited in support of the reorganization, as specified in the resolution initiating the proposal, is to provide expanded municipal services to the Peninsula; and

WHEREAS, on May 15, 2017, the Commission adopted Resolution No. 17-06, which was subsequently modified, revised and replaced with Resolution No. 17-08, thereby making determinations and approving the reorganization with terms and conditions; and

WHEREAS, pursuant to Part 4 (commencing with Government Code Section 57000), the Commission served as conducting authority for protest proceedings following resolution adoption, providing notice and opportunity for property owners and registered voters living in the territory proposed for reorganization to file protests against further reorganization actions; and

WHEREAS, on June 28, 2017, the LAFCo Executive Officer held a public hearing in conjunction with the protest proceeding; and

WHEREAS, following said public hearing, the LAFCo Executive Officer determined, pursuant to Government Code Section 57078(b), that the number of qualified protests concerning the reorganization *did not* constitute a majority protest that would require abandonment of the proposal.

**NOW, THEREFORE, BE IT RESOLVED** as follows:

1. The Commission hereby orders the reorganization subject to confirmation by the voters residing within the affected territory in accordance with Government Code Section 61014.

2. The Commission requests that the Humboldt County Board of Supervisors direct County election officials to conduct the necessary election, setting the matter for consideration on the November 7, 2017 consolidated district election, pursuant to Government Code Section 57000.

3. The question to be submitted to the voters shall read as follows:

"Shall the order adopted on May 15, 2017, by the Humboldt Local Agency Formation Commission ordering a reorganization affecting the Samoa Peninsula Fire Protection District and providing for the formation of the Peninsula Community Services District be confirmed, subject to the terms and conditions specified in Resolution No. 17-08 as revised on July 10, 2017?"

This order of reorganization shall be confirmed where such question is favored by a majority of the votes cast within the territory for which the election is held.

4. The LAFCo Executive Officer is directed to work with County election officials in preparation of an appropriate ballot measure for the reorganization, including preparation of an impartial analysis for the measure.

5. Upon completion of the official canvass of ballots cast at the election, the Executive Officer shall direct that either a Certificate of Completion or a Certificate of Termination, as required by Government Code Sections 57176 through 57203, and a Statement of Boundary Change, as required by Government Code Section 57204, shall be prepared and filed for the proposal.

**PASSED AND ADOPTED** at a meeting of the Humboldt Local Agency Formation Commission on the 10<sup>th</sup> of July, 2017, by the following roll call vote:

AYES: Commissioners: Bass, Johnson, Lake, Long, McPherson, Nicolini and Fennell  
NOES: Commissioners: None  
ABSENT: Commissioners: None  
ABSTAIN: Commissioners: None



Estelle Fennell, Chair  
Humboldt LAFCo

Attest:



George Williamson, Executive Officer  
Humboldt LAFCo

**IMPARTIAL ANALYSIS OF MEASURE Z**  
**PROPOSED REORGANIZATION OF THE**  
**SAMOA PENINSULA FPD TO THE PENINSULA CSD**

Measure Z will determine if the voters in the communities of Samoa, Fairhaven and Finntown wish to reorganize the Samoa Peninsula Fire Protection District (FPD) into the Peninsula Community Services District (CSD) in order to add water, wastewater, streets, parks and recreation, landscape maintenance, and storm drainage as authorized potential services.

This proposal was initiated by resolution of the Samoa Peninsula FPD for purposes of providing expanded municipal services to the peninsula. State law limits what services a fire protection district may provide. The proposed Samoa Peninsula FPD reorganization into the Peninsula CSD would provide the necessary governance structure to retain the existing volunteer fire department and expand the range of services peninsula residents may receive. The proposal was conditionally approved by the Humboldt Local Agency Formation Commission (LAFCo), subject to confirmation by registered voters within the affected territory.

No new or increased taxes or assessments are proposed as part of Measure Z. The Peninsula CSD would serve as the “successor agency” for purposes of winding up the affairs of the Samoa Peninsula FPD, carrying out all authorized duties and responsibilities, and overseeing the extension or continuation of any previously authorized assessment or tax in the affected territory. As such, all existing tax-related revenue that currently supports fire protection services by the Samoa Peninsula FPD would be transferred to the Peninsula CSD to support the continued operation of the volunteer fire department. Any new services to be provided by the Peninsula CSD would require new sources of revenue, such as benefit assessments and user fees, which require landowner approval in accordance with Proposition 218 requirements.

The proposed Peninsula CSD boundary would be consistent with the current Samoa Peninsula FPD boundary with minor adjustments. In addition, the current five-member Board of Directors of the Samoa Peninsula FPD would serve as the initial Peninsula CSD Board of Directors. For this initial board, the terms of three members would be four years, and the terms of two members would be two years. Thereafter, Board members would be elected at-large for four year terms by registered voters residing within the district.

Voters are encouraged to read the LAFCo Resolution approving the reorganization, which is included in the voter information guide. The resolution’s terms and conditions include provisions for the dedication and transfer of specific assets to the Peninsula CSD. Additional resources, such as the Executive Officer’s report and the Peninsula CSD Management Plan, are available on the LAFCo website ([www.humboldtlafco.org](http://www.humboldtlafco.org)).

Voters in favor of the Samoa Peninsula FPD reorganization into the Peninsula CSD should vote “yes” on Measure Z. Voters not in favor of the reorganization should vote “no” on Measure Z. A majority of votes cast in favor of the measure is needed to approve the reorganization. If the measure fails to receive majority voter approval, the reorganization will be terminated and the existing Samoa Peninsula FPD will remain unchanged.

George Williamson, Executive Officer  
Humboldt LAFCo





**RESOLUTION NO. 18-14**

**AUTHORIZING A ONE YEAR TIME EXTENSION FOR THE REORGANIZATION OF THE SAMOA PENINSULA FIRE PROTECTION DISTRICT TO THE PENINSULA COMMUNITY SERVICES DISTRICT**

WHEREAS, on May 15, 2017, the Humboldt Local Agency Formation Commission, hereinafter referred to as the "Commission," conditionally approved the Reorganization Consisting of Formation of The Peninsula Community Services District and Dissolution of the Samoa Peninsula Fire Protection District (Resolution No. 17-08); and

WHEREAS, on November 7, 2017, the reorganization received confirmation by a majority of the votes cast within the affected territory in accordance with Government Code Section 61014; and

WHEREAS, Government Code Section 57001 requires that a Certificate of Completion be recorded within one year unless extended by LAFCo; and

WHEREAS, the basis for the time extension is to allow the Samoa Peninsula Fire Protection District sufficient time to satisfy terms and conditions for the reorganization to the Peninsula Community Services District.

**NOW, THEREFORE, BE IT RESOLVED** by the Humboldt Local Agency Formation Commission as follows:

1. The time extension for the above referenced reorganization is hereby approved.
2. The time frame for completion of terms and conditions and for recording a Certificate of Completion is hereby extended to November 7, 2019.
3. All provisions, terms and conditions of LAFCo Resolution No. 17-08, dated July 10, 2018, shall remain in effect.

**PASSED AND ADOPTED** at a meeting of the Humboldt Local Agency Formation Commission on the 19<sup>th</sup> of September, 2018, by the following roll call vote:

AYES: Commissioners: Johnson, Lake, Long, Nicolini and McPherson  
 NOES: Commissioners: None  
 ABSENT: Commissioners: Bass, Jager, and Fennell  
 ABSTAIN: Commissioners: None

Attest:

  
 \_\_\_\_\_  
 Bob McPherson, Vice Chair  
 Humboldt LAFCo

  
 \_\_\_\_\_  
 Colette Metz, Executive Officer  
 Humboldt LAFCo



**RESOLUTION NO. 19-06**

**AUTHORIZING A ONE YEAR TIME EXTENSION FOR THE REORGANIZATION OF THE SAMOA PENINSULA FIRE PROTECTION DISTRICT TO THE PENINSULA COMMUNITY SERVICES DISTRICT**

WHEREAS, on May 15, 2017, the Humboldt Local Agency Formation Commission, hereinafter referred to as the "Commission," conditionally approved the Reorganization consisting of formation of the Peninsula Community Services District and dissolution of the Samoa Peninsula Fire Protection District (Resolution No. 17-08); and

WHEREAS, on November 7, 2017, the reorganization received confirmation by a majority of the votes cast within the affected territory in accordance with Government Code Section 61014; and

WHEREAS, Government Code Section 57001 requires that a Certificate of Completion be recorded within one year unless extended by LAFCo; and

WHEREAS, on September 19, 2018, the Commission extended the time frame for completion of terms and conditions and for recording a Certificate of Completion to November 7, 2019; and

WHEREAS, an additional time extension is requested to allow the Samoa Peninsula Fire Protection District sufficient time to satisfy terms and conditions for the reorganization to the Peninsula Community Services District.


**NOW, THEREFORE, BE IT RESOLVED** by the Humboldt Local Agency Formation Commission as follows:

1. The time extension for the above referenced reorganization is hereby approved, effective November 7, 2019.
2. The time frame for completion of terms and conditions and for recording a Certificate of Completion is hereby extended to November 7, 2020.
3. All provisions, terms and conditions of LAFCo Resolution No. 17-08, dated July 10, 2018, shall remain in effect.

**PASSED AND ADOPTED** at a meeting of the Humboldt Local Agency Formation Commission on the 20<sup>th</sup> of November, 2019, by the following roll call vote:

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

  
 \_\_\_\_\_  
 Estelle Fennell, Chair  
 Humboldt LAFCo

Attest:  
  
 \_\_\_\_\_  
 Colette Metz Santsche, Executive Officer  
 Humboldt LAFCo

**ATTACHMENT 4**  
**Referral Agency Comments and Recommendation**

All referral agencies that the proposed project was sent to for review and comment are listed below. Those agencies that provided written comments are checked off.

Referral Agency	Response	Recommendation	Attached	On File
County Building Inspection	✓	Approval		✓
Public Works, the Land Use Division	✓	Subdivision Requirements included in Tentative Map approval		✓
County Division of Environmental Health	✓	Approval		✓
Regional Water Quality Control Board	✓	Comments		✓
Ca. Dept. Fish and Wildlife				
California Coastal Commission	✓	Conditional Approval		✓
Wiyot Tribe				
City of Eureka	✓	Approval		✓
Caltrans	✓	Comments		✓
North Coast Unified Air Quality Management District				
U.S. Fish and Wildlife				
California Environmental Protection Agency				
California Department of Toxic Substances				
U.S. Army Corps of Engineers	✓	Comments		✓
Samoa Fire Protection District	✓	Approval		✓

**ATTACHMENT 5**

**Final Supplemental Environmental Impact Report**

**(Attached Separately and On-file)**

**ATTACHMENT 6**

**Development Agreement and Governing Statutes**

DEVELOPMENT AGREEMENT BY AND BETWEEN THE COUNTY OF  
HUMBOLDT AND SAMOA PACIFIC GROUP, LLC/DANCO DEVELOPMENT RELATING  
TO THE SAMOA TOWN MASTER PLAN PROJECT

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the County of Humboldt, organized under the laws of the State of California (“**County**”), Samoa Pacific Group, LLC a California limited liability company (“**Landowner**”) together with Danco Communities, a California corporation, (collectively referred to as “**Developer**”), pursuant to the authority of Sections 65864 through 65869.4 of the Government Code of the State of California and Title II, Division 17, Chapter 1 of the Humboldt County Code. Developer and County are, from time to time, hereinafter referred to individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic costs of development, the Legislature of the State of California adopted Section 65864 et seq. of the Government Code (the “**Development Agreement Statute**”), which authorizes the County to enter into a development agreement with any person/entity having a legal or equitable interest in real property providing for the development of such property and establishing certain development rights therein.

B. Pursuant to Government Code Section 65865(c), the County has adopted rules and regulations establishing procedures and requirements for consideration of development agreements. This Development Agreement has been processed, considered, and executed in accordance with those County rules and regulations. (See Humboldt County Code, Title II, Div. 17 (Development Agreements).) The use of a Development Agreement is appropriate under the stated intent of the relevant provisions of the County Code and the circumstances of the Samoa Town Master Plan project (“**STMP**” or “**Project**”) that is the subject of this Agreement.

C. On October 27, 2009, in Resolution No. 09-85, the County Board of Supervisors (“**Board**”) certified as adequate a Final Environmental Impact Report prepared for the Project pursuant to the California Environmental Quality Act (“**CEQA**”), and conditionally approved the proposed STMP, including the related General Plan Amendment, Zone Reclassification and Urban Limit Line Extension, subject to California Coastal Commission (“**Coastal Commission**”) review and approval. The Board also approved a resolution of submittal to the Coastal Commission.

D. This Agreement relates to the development of the Project pursuant to the approved STMP, including the densities, intensities and uses of the Project Site as depicted on the County Approvals (“**County Approvals**”) and consistent with the Local Coastal Program (“**LCP**”) for the Humboldt Bay Area Plan (“**HBAP**”) (of the Humboldt County LCP) approved by the County Board of Supervisors and last amended in December 2014, and certified by the California Coastal Commission.

E. Developer has a legal interest in those certain parcels of land making up the Project site and encompassing approximately 171 acres (and not including 2.4 acres of railway right-of-way that lie within the site, but are not owned by the Developer), as diagramed in Exhibit \_\_\_\_ attached hereto, and more particularly described in Exhibit \_\_\_\_ attached hereto and incorporated herein (the “**Project Site**” or “**Property**”). Developer represents that it has an equitable and legal interest in the Project Site and that all other persons holding legal or equitable interests in the Project Site are to be bound by this Agreement. The subject of this Agreement is the development of those certain parcels of land within the Project Site.

F. Planning for the Project began in 2001, when the Samoa Pacific Group, LLC purchased the historic town of Samoa. In 2002, a draft STMP was prepared. A revised STMP was prepared in 2005. The STMP was again revised in 2006 in response to concerns raised by the California Coastal Commission (“**Coastal Commission**”) regarding tsunami issues. Thereafter, the County Planning Division released a Draft Master EIR prepared pursuant to CEQA for public review and comment (State Clearinghouse No. 2003052054).

A draft Final EIR was prepared in April 2006, but the STMP was once again revised to address additional comments and concerns received. The revisions necessitated further environmental review. A Recirculated Draft 1 Master EIR was released for public review and comment in June 2006. In March 2007, a Recirculation Draft 2 Master EIR was also released for public review and comment, including information regarding the Tsunami Vulnerability Evaluation. In September 2007, a Recirculation Draft 3 Master EIR was circulated.

G. The County Planning Commission held numerous public hearings on the Project, including on March 16, 2006, April 6, 2006, April 13, 2006, and January 9, 2008. At its January 9, 2008 meeting, the Planning Commission adopted Resolution No. 08-01 recommending the Board approve the proposed Project and related entitlements.

H. On October 27, 2009, the Board certified the Final EIR for the Project and conditionally approved the proposed General Plan Amendment, Zone Reclassification and Urban Limit Line Extension subject to Coastal Commission review and approval. The Board also approved a resolution of submittal to the Coastal Commission.

I. At the Coastal Commission hearing of March 10, 2011, the Commission denied certification of the then proposed Humboldt County LCP Amendment No. HUM-MAJ-01-08, and recommended modifications to the County Approvals. The Coastal Commission held a public hearing and vote on the recommended modifications at its June 17, 2011 meeting and determined that its revised findings support its action on the LCP Amendment at the prior hearing on March 10, 2011.

J. On December 6, 2011, and upon review and acceptance of the Coastal Commission’s recommended modifications, the Board of Supervisors approved and adopted the required findings for the following land use approvals for the Project:



J.1. Resolution Number 11-95, approving the General Plan amendment of the Humboldt County General Plan (HBAP), as modified by the Coastal Commission for LCP Amendment No. HUM-MAJ-01-08, including the amendment of the land use map by reconfiguring the boundary lines shown on the Revised STMP Land Use Map; and approving text amendments to the HBAP to: (1) add the Natural Resource (NR) and Business Park (MB) land use designations to Section 4.10A, Urban Land Designations of the HBAP; (2) add text amendments to incorporate the policies, definitions, and revisions requested by the Coastal Commission, including the addition of a Samoa Town Plan Land Use Overlay Designation and Development Policies to the Land Use Designations in Chapter 4 and modifying Section 3.17.B.3 of the HBAP to require tsunami risk assessments; and (3) approve interpretation of environmentally sensitive habitat areas (ESHAs) identified by the Coastal Commission for parcels making up the Project Site.

J.2. Ordinance Number 2466 amending Sections 313-15 and 313-34 to add a Samoa Town Special Area Combining Zone and Samoa Town Plan Standards, and amending Section 313-19, Design Review, of the Coastal Zoning Regulations to establish a Samoa Design Review Committee and add standards for protection of historic structures.

K. At its December 6, 2011 meeting, the Board of Supervisors also adopted Resolution Number 11-94, a Resolution of Transmittal to the Coastal Commission for the proposed LCP Amendment and transmittal of the Local Coastal Program Amendments to the HBAP land use plan and implanting zoning maps and text changes to the Coastal Commission for certification in accordance with the California Coastal Act.

L. On July 17, 2012, and upon review and acceptance of the Coastal Commission's recommendations, the Board approved and adopted required findings for the following additional land use approvals for the Project:

L.1. Resolution Number 12-63, approving LCP amendments to include revised land use and zone maps for the Project Site that incorporated the special modifications recommended by the Coastal Commission.

L.2. Ordinance Number 2482 amending Section 311-7 of the Humboldt County Code for the approximate 171 acres making up the STMP by designating the boundary lines of the following zones and combining zones: Residential Single Family (RS), Residential Multi-Family (RM), Commercial General (CG), Commercial Recreation (CR), Natural Resources (NR), Public Recreation (PR), Public facilities (PF), and Coastal Dependent Industrial (MC) zones; and Planned Unit Development (P), Wetland (W), Archaeological Resource (A) and Design Review (D) combining zones, as generally depicted in the Samoa Town Master Plan Zoning Map, attached as Exhibit [REDACTED].

The County Approvals are attached hereto as Exhibits [REDACTED] and are the subject of this Agreement.



M. At its July 17, 2012 meeting, the Board of Supervisors also adopted Resolution Number 12-62, directing Planning staff to submit the STMP amendments to the Coastal Commission for review and certification in accordance with the California Coastal Act.

N. Based on the County Approvals, the maximum potentially allowable levels of development for the Project Site include up to 200 new single family residences and 80 units of affordable housing, retention of the 99 existing historic residences, a new business park of approximately 19 acres in size (or smaller in building footprint and up to 4 stories high), and a variety of general commercial, commercial recreation, public recreation, public facilities, and natural resource areas.

O. At the August 10, 2012 Coastal Commission meeting, the Coastal Commission concurred with the Executive Director that the County fulfilled the requirements of Section 13544.5(a) of the California Code of Regulations, and in accordance with Sections 13544(b) and 13544.5(b) of the same, the Director determined that the County's actions were legally adequate. This completed the Coastal Commission's initial approval of the LCP Amendments needed for the Project.

O.1 In 2013-2014 the Developer proposed, through the County and Coastal Commission, amendments to the HBAP LCP and related zone reclassifications to allow revisions to the phasing provisions of the STMP previously adopted into the HBAP. The amendment was found to be in the public interest because they will facilitate obtaining an infrastructure grant to upgrade the wastewater treatment facility (WWTF) to serve low-income multi-family housing, funding which otherwise would be unavailable and would delay the improvement. The State of California's promotion of a grant therefore changed the timing of the Project's development.

O.2 The LCP Amendment (LCP-1-HUM-15-0004-1) included several changes to previous development phasing requirements of the Project, including requirements that any affordable housing that occurs in new Master Parcel 2 would be allowed to occur prior to: (a) the comprehensive subdivision of STMP lands; (b) the development of various public access and recreational improvements; (c) the development of low-cost visitor serving improvements; and (d) the renovation of the existing residences in the historic town.

O.3 As part of its adoption of Resolution No. 16-48, the Board of Supervisors agreed to issue coastal development permits ("CDPs") subject to the approved LCP, including certification of the LCP Amendment No. LCP-1-HUM-15-0004-1.

O.4 On or about May 12, 2016, the Executive Director of the Coastal Commission found that County Board of Supervisors Resolutions No. 16-48 and 16-49 and Ordinance Number 2549 were legally adequate, thus completing the Commission's approval of the LCP amendment process for LCP Amendment Number LCP-1-HUM-15-0004-1.

P. On July 16, 2019, the County Planning Division released a draft Supplemental Environmental Impact Report (SEIR) prepared pursuant to CEQA for public review and comment (State Clearinghouse No. 2003052054). The SEIR was prepared to address utilization of the Humboldt Bay Harbor, Recreation and Conservation District's Marine Terminal II Ocean Outfall line for disposal of treated sewage effluent for the STMP lands among other changes to the project description. The public comment period closed on August 30, 2019 and responses to comments were prepared. On October 3, 2019, the Planning Commission following a duly noticed public hearing certified the SEIR and adopting a Statement of Overriding Considerations.

Q. On June 18, 2020, the County Planning Commission held a duly noticed public hearing to consider this Agreement and issue a recommendation to the Board pursuant to Government Code Section 65867 and County Code section 2171-13. On \_\_\_\_\_, the Board also held a duly noticed public hearing as required by County Code section 2171-14, made the findings for approval required therein, and voted to adopt this Agreement by Ordinance No. \_\_\_\_\_.

R. Development Agreement Ordinance. County and Developer have taken all actions mandated by and fulfilled all requirements set forth in the Development Agreement Ordinance of the County (County Code, Title II, Division 17, Section 2171-1 et seq.).

S. The Parties have, in good faith, negotiated the terms hereinafter set forth which carry out the Legislature's purpose, as set forth in Government Code section 65864 et seq., above and assure the Parties to this Agreement realize a mutually desirable development of the Project Site.

T. Development of the Project will result in significant public benefits as described in the STMP Project approvals attached as Exhibits \_\_\_\_\_, and as additionally described hereinafter, including, without limitation:

T.1. The sale of approximately 35 acres of coastal dune property ("Coastal Dune Property") as depicted in Exhibit \_\_\_\_\_ to this Agreement (figure and legal description), to a 501(c)(3) non-profit (i.e. land trust), or private entity contingent upon the recordation of a parcel map, as well as a conservation easement and deed restriction requiring the Coastal Dune Property to be preserved as open space in perpetuity. Developer shall use good faith efforts to prepare and record an approved parcel map of the Coastal Dune Property prior to the Effective Date of this Agreement, and shall execute a purchase and sale agreement within 5 years of the filing of a final parcel map for the Coastal Dune Property. Should Developer be unable to execute a purchase and sale agreement within that time, Developer shall, within 180 days from the expiration of the 5 year term, record a deed restriction which requires the Coastal Dune Property to be preserved as open space in perpetuity and which runs with the land;

T.2. The construction and provision of additional parking and trail improvements as depicted in Exhibit \_\_\_\_\_ to this Agreement, to facilitate and encourage low cost visitor services, public coastal access and visitors to frequent local businesses;

T.3. The formation of a Peninsula Community Services District (CSD) which will, subject to LAFCO approval, expand and improve the efficiency of existing services. The CSD will, for example, result in the reorganization of the Samoa Peninsula Fire Protection District (“PFD”) into the CSD to provide more cost effective and efficient fire protection facilities and services to the STMP and broader Peninsula community. The CSD would also provide domestic and industrial water distribution and water storage; wastewater collection, treatment, and disposal; emergency medical services; road maintenance; storm drainage; parks, recreation, trails, and open space;

T.4. The construction of a minimum of eighty (80) additional affordable housing units for persons and families of low and moderate income as defined in Health and Safety Code Section 50093 within the coastal zone and the Project area; and

T.5. The expansion of Tsunami evacuation education, signage and protocols to include areas outside the STMP in an attempt to reach a greater number of visitors to the area.

U. Development of the Project will necessitate the financing and/or construction of significant improvements that will not only benefit the Project, but will benefit the County generally. The County recognizes that the success of the Project depends greatly upon the certainty and timing of further approvals and/or actions by the County necessary to implement the Project, including approval of CDPs, tentative and final subdivision maps, conditional use permits, and design review. Such further approvals and/or actions by the County are referred to herein collectively as (“**Subsequent County Approvals**”). Nothing in this Agreement is intending to bind Non-County Responsible Agencies, including the Coastal Commission, to issue subsequent permits or approvals which may be needed in the future (“**Non-County Subsequent Approvals**”), including **CDPs** if otherwise required by the Coastal Act, and for any Development that is inconsistent with the certified LCP.

V. For the reasons recited herein, Developer and County have determined that the Project is the type of development for which this Agreement is appropriate. The Agreement will eliminate uncertainty in planning and provide for the orderly development of the Project and otherwise achieve the goals and purposes for which the Development Agreement Statute was enacted.

In exchange for these benefits to the County, together with the public benefits that will result from the development of the Project, Developer desires to receive the assurance that it may proceed with the Project in accordance with the County Approvals, Subsequent County Approvals and this Agreement and the ordinances, resolutions, policies, and regulations of the County in effect on the Effective Date of this Agreement, as hereinafter defined, pursuant to the terms and conditions contained in this Agreement. The Parties shall cooperatively collect all documents mentioned in this recital and place them in a three ring binder to be maintained at all times by the County Clerk. Two true and correct conforming copies of the binder shall be prepared and given to the Developer and Planning Director of the County respectively. The Parties shall rely on the documents in the binder to determine the approvals granted by the

County and the ordinances, policies and regulations in effect at the Effective Date of the Agreement.

Now, THEREFORE, in consideration of the promises, covenants, and provisions set forth herein, the Parties agree as follows:

## AGREEMENT

### Section 1. General Provisions.

1.A. Incorporation of Recitals, Exhibits. The Recitals set forth above, the introductory paragraph preceding the Recitals, all defined terms set forth in both, and all Exhibits referred to in this Agreement are hereby incorporated into this Agreement as if set forth herein in full.

1.B. Covenants. Each and every purchaser, assignee, or transferee of an interest in the Project Site, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of Developer contained in this Agreement, as such duties and obligations pertain to the portion of the Project site sold, assigned, or transferred to it. Provided however, notwithstanding anything to the contrary above, if any such sale, assignment or transfer relates to a completed residential or commercial unit or non-residential building or a portion thereof, which has been approved by County for occupancy, the automatic termination provisions of Section 6 herein shall apply thereto, and the rights and obligations of Developer hereunder shall not run with respect to such portion of the Project Site sold, assigned or transferred and shall not be binding upon such purchaser, assignee or transferee. Any such sale, assignment or transfer shall constitute a release from this Agreement of Developer as to that Property approved for occupancy except with regard to conditions, covenants, and restrictions imposed on individual properties which are required to effectuate the regulatory actions of County with respect to the Project.

1.C. Effective Date. This Agreement shall become effective upon the recordation of the Agreement, which shall be no later than two months after County's approval of this Agreement. This Agreement shall be recorded against the Property at Developer's expense not more than ten (10) days after County enters into this Agreement, as required by California Government Code section 65868.5 and County Code.

1.D. Term. The term of this Agreement shall commence upon the Effective Date and shall extend 30-years until December 31, 2050 or ninety (90) days following the "**Project Build-out**" as hereinafter defined, whichever is earlier. This Agreement may be extended by the mutual consent of the Parties hereto. For purposes of this Agreement, "Project Build-out" shall mean the date on which the permit final inspection (or comparable instrument) is completed for the last Project improvement or residential home or other structure to be constructed pursuant to the STMP. Following the expiration of said term, except as otherwise provided for in this Agreement, this Agreement shall be deemed terminated and of no further force and effect.

However, Developer's right to receive reimbursement as provided for infrastructure improvements and County's promise to form or impose reimbursement mechanisms, if any, shall survive the term of this Agreement until full reimbursement is received by Developer or for ten (10) additional years, whichever occurs first.

1.E. Priority Enactment. In the event of conflict between the Development Agreement and the County Approvals, the Parties agree that the County Approvals are superior to the Agreement.

1.F. Amendment to Agreement. This Agreement may be amended from time to time by mutual written consent of County and Developer (and/or any successor owner of any portion of the Property to which the benefit or burden of the amendment would apply), in accordance with the provisions of the Development Agreement Statute. If the proposed amendment affects the approved Master Plan land use designation or zoning of less than the entirety of the Property, then such amendment need only be approved by the owner(s) in fee of the portion(s) of the Property that is subject to or affected by such amendment. If the proposed amendment or minor modification would significantly reduce the amount of revenue anticipated to be received by the County to the extent that County is unable to fund or maintain facilities and/or service commitments to the Property, Developer agrees County may adjust or modify any fee or assessment to mitigate the impact.

1.G. Operating Memorandum. County and Developer may implement or clarify provisions of this Agreement through the execution of an "Operating Memorandum" approved by County and Developer, from time to time during the Term. Any such Operating Memorandum shall be automatically deemed a part of this Agreement, but approval, implementation and/or amendment thereof shall not constitute or require an amendment to the Agreement or require public notice or hearing. In the event a provision of any Operating Memorandum conflicts with this Agreement, the Agreement shall control. Such memorandums shall be used for agreed upon extensions of time to perform under this agreement.

1.H. Agreement is Between Developer and County. This Agreement is between Developer and County. Unless otherwise provided by law or provisions of this Agreement, this Agreement does not apply to other governmental agencies not party to this Agreement and whose permit or approval authority is not exercised through, by, or on behalf of County. This Agreement has no effect on the rules, regulations, and fees of other governmental agencies that may have independent permit or approval authority over the Project, including but not limited to, the Coastal Commission and other Non-County Responsible Agencies, and whose permit or approval authority is not exercised through, by, or on behalf of County.

1.I. Project is a Private Undertaking. It is agreed among the Parties that the Project is a private development and the County has no interest therein except as authorized in the exercise of its governmental functions.

1.J. Assignment and Assumption. From and after recordation of this Agreement against the Property, Developer and Developer's successors in interest shall have the full right to



assign this Agreement as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, and upon the express written assignment by Developer, or its successors in interest, as applicable, and assumption by the assignee of such assignment in the form attached hereto as **Exhibit \_\_\_\_\_**, and the conveyance of Developer's interest in the Property related thereto, Developer shall, subject to the County's approval not to be unreasonably withheld, conditioned, or delayed, be released from any further liability or obligation hereunder related to the portion of the Property so conveyed and the assignee shall be deemed to be the Developer, with all rights and obligations related thereto, with respect to such conveyed property. Developer shall remain subject to that portion of the Agreement that is not so assigned. In determining whether to grant or deny such approval, County shall review the experience and financial resources of the proposed assignee for the purpose of determining the assignee's ability to implement the Project in conformance with the County Approvals and this Agreement.

## Section 2. Definitions.

In this Agreement, unless the context otherwise requires:

2.A. "Coastal Development Permit" or "CDP" shall mean a coastal development permit issued by the County pursuant to the certified LCP (HBAP), as amended, or Coastal Commission.

2.B. "Comprehensive Division" shall mean the comprehensive division of Master Parcel 2 (the parcel of land created through the final subdivision maps) in accordance with the requirements set forth in Policy 1B of Chapter 4 (Land Use Designation) of the HBAP related to the Samoa Town Plan Land Use Overlay Designation and Development Policies for this Overlay Designation as adopted by the County Board of Supervisors on December 6, 2011.

2.C. "County" shall mean the County of Humboldt, agencies under its jurisdiction, and agents, officers, employees, representatives and/or any others acting for, by or under the direction of the County. County does not refer to Non-County Responsible Agencies, as defined in this Agreement.

2.D. "Develop" or "Development" shall mean to improve or the improvement of the Property for the purpose of completing the structures, improvements, and facilities comprising the Project, including but not limited to: grading; the construction of infrastructure and public facilities related to the Project, whether located within or outside the Property; the construction of all of the private improvements and facilities comprising the Project; the preservation or restoration, as required of natural and man-made or altered open space areas; and the installation of landscaping. The terms "Develop" and "Development," as used herein, do not include the maintenance, repair, reconstruction, replacement, or redevelopment of any structure, improvement, or facility after the initial construction and completion thereof.

2.E. "Development Plan" shall mean all of the land use entitlements, approvals, and permits approved by the County and/or Coastal Commission for the Project Site on or before the Agreement Date, as the same may be amended from time to time consistent with this Agreement.

2.F. “Development Standards” shall mean the Development Agreement and County Approvals, including but not limited to the General Plan Amendment (as modified by the Coastal Commission for LCP Amendment No. HUM-MAJ-01-08 and LCP-1-HUM-14-0004-1), including the amendment of the land use map, Zone Reclassification, and Urban Limit Line Extension associated with the STMP and approved by the County on December 6, 2011, as well as the amendments reflected by Resolutions No. 16-48 and 16-49, and Ordinance 2549 (LCP Amendment No. LCP-1-HUM-15-0004-1). If (a) a CDP consistent with the certified Local Coastal Program is issued for the Project; and (b) public notice consistent with the CDP is recorded, then the land use designations and zoning approved by the Coastal Commission with suggested modifications in its action on Humboldt County LCP Amendment No. HUM-MAJ-01-08 and LCP-1-HUM-15-0004-1, and adopted by the County as part of the County Approvals, shall become the Development Standards applicable to the Project Site.

2.G. “General Plan” shall mean the Humboldt County General Plan, including the text, maps, and Humboldt Bay Area Plan, as amended in connection with the Project and the text, maps, and amendments to the Humboldt Bay Area Plan that will become effective upon satisfaction of the conditions of approval for the Project.

2.H. “Non-County Responsible Agencies” or “Non-City Responsible Agency” or “Trustee Responsible Agencies,” means any governmental agency or agencies with remaining approval or appeal authority over some aspect of the Project, including but not limited to the Humboldt Local Agency Formation (“LAFCO”), the California Regional Water Quality Control Board and the Coastal Commission. Non-County Responsible Agencies are not bound by this Agreement for purposes of issuing any remaining permit or approval which may be otherwise required by law.

2.I. “Non-County Subsequent Approvals” shall mean those permits and approvals necessary to implement the Project Approvals that have not been conferred or delegated to the County as of the Effective Date of this Agreement, with the understanding that except as expressly set forth herein, Non-County Responsible Agencies reserve the right to issue permits and approvals which remain within their discretion.

2.J. "Project" shall include all on-site and off-site improvements approved for implementation of the STMP that Developer is authorized and/or required to construct with respect to each parcel of the Property, as provided in this Agreement and the Development Regulations, pursuant to the STMP and related plans, as the same may be modified or amended from time to time consistent with this Agreement and applicable law.

2.K. “Subsequent County Approvals” shall mean those County approvals necessary to implement the Project Approvals that have not been conferred as of the Effective Date of this Agreement.

### Section 3. Development of the Project Site.

3.A. Vested Right to Develop. It is agreed that the development rights, obligations, terms and conditions specified in this Agreement are fully vested in the Developer and may not be changed, modified, invalidated or otherwise limited by County, whether by administrative action, legislative action, or, to the extent allowed by law, vote of the electorate through initiative, referenda and/or other voting process, except as may be expressly permitted by and in accordance with the terms and conditions of the Development Standards or as expressly consented to by Developer.

Should such vested rights not be exercised during the term of this Agreement by Developer by undertaking and completing the contemplated Project, then such vested rights shall not survive beyond the term of this Agreement and any applicable extensions. Should, in the future within the term of this Agreement, any or all of the Project be destroyed by fire, earthquake, or other similar causes, then the Developer, or its successors, shall have a continuing vested right to rebuild or repair such damaged or destroyed structures, infrastructure, public and private facilities and Property as allowed by law within the term of this Agreement and to continue the vested uses granted hereunder.

3.B. Permitted Uses and Development Standards. The Project shall be developed in accordance with the Development Standards. The maximum permitted uses, density and intensity of use, the maximum height and size of proposed buildings, the construction, installation and extension of public and private improvements, subdivision standards, development guidelines and standards, implementation program for processing of Subsequent County Approvals, and other conditions of development for the Project Site shall be those set forth in the Development Standards.

3.C. Life of Parcel Maps, Subdivision Maps, County Approvals, Subsequent County Approvals and Permits. Except as otherwise required by law, any discretionary land use approval for the Project, including tentative maps, shall be automatically extended for the Term of this Agreement, by the County, if not otherwise vested by substantial construction. The Term of this Agreement and of any parcel map, subdivision map, tentative map, vesting tentative map, final map, or any other map or any other Subsequent County Approvals shall not include any periods of time during which the Project is delayed by unforeseen circumstances beyond the control of the Developer, including, but not limited to, development or building moratoria, or other governmental restrictions of development or building, or lawsuits adverse to the Developer and/or the Project, including any lawsuits which may be filed under the California Environmental Quality Act, the Subdivision Map Act, the Coastal Act or the Planning and Zoning Law. In the event of termination, any tentative subdivision map or tentative parcel map shall remain in effect for twenty-four (24) months. Such tentative subdivision and parcel maps shall also otherwise be eligible for extensions as may be provided for by statute.

3.D. Timing of Development and Phasing; Effect of Pardee Decision. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 465, that failure of the parties to provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over the parties' agreement, it is the intent of the Developer and County to cure that deficiency by acknowledging and

providing that Developer shall have the right (without the obligation) to develop the Property in such order and at such rate and at such time as it deems appropriate within the exercise of its subjective business judgment, subject to the terms of this Agreement. Phasing shall be in accordance with the County approvals as may be amended. Developer may apply for final subdivision maps as the Developer determines in its sole discretion, provided the timing of the application for final subdivision maps complies or is not inconsistent with the Policies 1A and 1B of Chapter 4 of the HBAP for the STMP Land Use Designation Overlay as adopted by the Board of Supervisors and which may be amended by the Board. The County may not impose additional restrictions on the phasing of final maps except as permitted by the Subdivision Map Act.

3.E. Compliance with CEQA. The Parties acknowledge that the Supplemental EIR (SEIR) and Final EIR prepared for the Project complies with CEQA. The Parties further acknowledge that (i) the SEIR and Final MEIR contains a thorough analysis of the Project and possible alternatives to the Project, (ii) The Mitigation Measures have been adopted to eliminate or reduce to an acceptable level certain adverse environmental impacts of the Project, and (iii) the Board of Supervisors adopted a statement of overriding considerations in connection with the Project, pursuant to CEQA Guidelines Section 15093, for those significant impacts that could not be mitigated to a less than significant level. The SEIR and Final EIR for the Project is intended to be used in connection with each of the Subsequent County Approvals needed for the Project consistent with the Public Resources Code and the CEQA Guidelines, which streamlines the review of the Project and reduces the need to prepare repetitive environmental studies. Consistent with the CEQA policies and requirements applicable to the SEIR and MEIR, the EIRs will be used to the fullest extent allowed by law in connection with the processing of any Subsequent County Approval. Additional environmental review may only be required by County, in strict conformity with the terms and intent of the Public Resources Code and the CEQA Guidelines. (Pub. Resources Code, § 21166; CEQA Guidelines, § 15163.)

3.F. Changes to Development Standards. Only the following changes to the Development Standards shall apply to the development of the Project Site.

3.F.1. Development of the Project Site shall be subject to the rules, regulations, ordinances, and official policies applicable to such development on the Effective Date of Agreement or as will become effective pursuant to the Development Standards and Subsequent County Approvals. To the extent any future changes in the plans, zoning, ordinances, or any future rules, ordinances, regulations, or policies adopted by County purport to be applicable to the Project, the terms of the Agreement shall prevail, unless the Parties thereto mutually agree to amend or modify the Agreement.

3.F.2. The Agreement shall not prevent the County, in subsequent actions applicable to the Property, from applying new rules, regulations, and policies which do not conflict with the terms and conditions of the Agreement, nor shall the Agreement prevent the County from denying or conditionally approving any subsequent development application on the basis of such existing or new rules, regulations, and policies.

3.F.3. In the event State or federal laws or regulations enacted after the effective date of the Agreement prevent or preclude compliance with one or more provisions of the Agreement, such provisions of the Agreement shall be modified or suspended as may be necessary to comply with such State or federal laws or regulations. Said modification or suspension shall be noticed and heard in accordance with the procedures set forth in Section 2171-12 of the County Code. The Agreement shall not preclude County from applying to those changes in County plans, regulations and policies which are specifically mandated by changes in State or federal laws or regulations. Provided, however, that said changes shall not be applied to the Project Approvals where County has discretion how to comply with said directives so as to not affect the Project and this Agreement.

3.F.4. Authority of County. This Agreement shall not be construed to limit the authority or obligation of County to hold necessary public hearings, or to limit discretion of County or any of its officers or officials with regard to rules, regulations, ordinances, laws and entitlements of use which require the exercise of discretion by County or any of its officers or officials, provided that subsequent discretionary actions shall comply with the Applicable Rules and shall not unreasonably prevent or delay development of the Property. Nothing in this Agreement shall preclude the County from taking those actions it deems necessary and essential to protect public health and safety; to the extent such actions are inconsistent with the County Approvals, however, the County's actions shall be narrowly tailored to address the identified public health and safety concern, and the County shall minimize any inconsistency with the County Approvals. No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

#### Section 4. Obligations of Developer.

In consideration of County entering into this Agreement, Developer agrees that it will comply with this Agreement and County Approvals. The Parties acknowledge that the execution of this Agreement by County is a material consideration for both Developer's acceptance of, and agreement to comply with, the terms and conditions of this Agreement and County Approvals.

4.A. Development and Connection Fees. Except as otherwise specifically provided in this Agreement, any and all required payments of development and connections by developer shall be made at the time and in the amount specified by County ordinances in effect as of the Effective Date.

4.B. Costs. Developer shall bear all costs associated with applying for and obtaining any necessary Non-County Responsible Agency approvals, including appeals to the Coastal Commission. Developer, at no cost to the County that is not a cost approved by the County, shall be solely responsible for complying with any Non-County Responsible Agency approval(s) and any and all conditions or restrictions imposed as part of a Non-County Responsible Agency approval, whether the conditions are on the Project Site or outside the Project Site. Developer shall have the right to appeal or contest any condition in any manner permitted by law imposed under any Non-County Responsible Agency approval, but only with the prior consent of County

if the County is a co-applicant or co-permittee or the appeal impacts the rights, obligations, or potential liabilities of the County. If Developer demonstrates to the County's satisfaction that an appeal would not affect the County's rights, obligations, or potential liabilities, County shall not unreasonably withhold or delay its consent. In all other cases, County shall have the right to give or withhold its consent in its sole discretion. Developer must pay or otherwise discharge any fines, penalties, or corrective actions imposed as a result of Developer's failure to comply with any Non-County Responsible Agency approval(s), and Developer shall indemnify County for all losses relating to Developer's failure to comply with any Non-County Responsible Agency approvals.

Section 5. Obligations of County.

In consideration of Developer entering into this Agreement, County agrees that it will comply with this Agreement, and County Approvals, and will proceed with processing any and all Subsequent County Approvals in accordance with and consistent with the terms of this Agreement and with the County Approvals. The Parties acknowledge that the execution of this Agreement by County is a material consideration for both Developer's acceptance of, and agreement to comply with, the terms and conditions of this Agreement and County Approvals.

5.A. Vested Rights. Developer is assured, and County agrees, that development rights, terms and conditions as specified in the Development Standards are fully vested in Developer and may not be changed or modified by County except as may be expressly permitted by, and in accordance with, the terms and conditions of this Agreement, or as expressly consented thereto by Developer to the extent such proposed change or modification is applicable thereto.

5.B. No Conflicting Enactments. Other than a referendum overturning this Agreement initiated and passed by the voters of Humboldt County, neither County, nor any agency of County, shall recognize, enact and apply to the Project Site any ordinance, resolution or other measure of any type which would have the effect of invalidating or otherwise limiting the vested rights granted by this Agreement. Except as provided for in this Agreement and the County Approvals no such action or enactment shall dictate any particular sequence, timing or phasing of the Project. By way of example and without limiting the foregoing general statement, and for all purposes pursuant to this Agreement generally, and this Section specifically, an ordinance, resolution or other measure, including an initiative shall be deemed to conflict with this Agreement if the ordinance, resolution or other measure seeks to accomplish any one or more of the following results, either with specific reference to the Project Site or as part of a general enactment that applies to the Project Site:

(a) Limit or reduce the density or intensity of the Project development as set forth in the Development Standards or otherwise require any reduction in the height, number, size or square footage of lots, structures, or buildings;



(b) Expand or increase Developer's obligations under the Development Standards with respect to the provision of streets, roadways, and/or any other public or private improvements or structures;

(c) Limit or control in any manner the timing or phasing of the construction/development of the Project within any phase of the Development allowed by the County Approvals and this Agreement;

(d) Limit the location of buildings, structures, grading or other improvements relating to the development of the Project in a manner which is inconsistent with or more restrictive than the Development Standards;

(e) Limit the processing of applications for, or procurement of Subsequent County Approvals;

(f) Establish, enact or increase in any manner applicable to the Project, or impose against the Project, any fees, taxes (including, without limitation, general, special, and excise taxes), assessments, liens or other financial obligations other than those specifically permitted by this Agreement as increased from time to time in order to offset inflationary cost adjustments as determined by County;

(g) Initiate, support or establish any assessment district or other public financing mechanism that would include or otherwise burden or affect the Project or the Project Site that has not been established under this Agreement, other than such mechanisms which would apply county-wide and not to the Project specifically.

5.C. Police Power and Taxing Power. County, through the exercise of either its police power or its taxing power, whether by direct County action or initiative or referendum, shall not establish, enact or impose any additional conditions, dedications, fees, and other exactions, policies, standards, laws or regulations which directly relate to the Project development. Further, County shall not approve a Mello-Roos assessment, or other type of district to cause bonded indebtedness on any portion of the Project without Developer's prior written approval, which approval may be given or withheld in Developer's sole and absolute discretion. Nothing herein prohibits the Project from being subject to a (i) County-wide bond issue, (ii) County-wide special or general tax, (iii) special –assessment for the construction or maintenance of a County-wide facility as may be voted on by the electorate or otherwise enacted; provided that such tax, assessment or measure is Countywide in nature, does not discriminate against the Land, and does not distinguish between developed and undeveloped parcels, or (iv) increases in land use fees based on an inflation or cost of construction in formula that was adopted as of the effective date, provided that such revised fees apply generally to similar projects or works within the County.

This Agreement shall not be construed to limit the authority of County to charge processing fees for land use approvals, building permits as they relate to plumbing, mechanical, electric or fire code permits, or other similar permits and entitlements which are in force and

effect on a County-wide basis at the time those permits are applied for except to the extent any such processing regulations would be inconsistent with this Agreement.

5.D. Credits and Reimbursements.

5.D.1. Credits and Reimbursements. Developer may, pursuant to this Agreement, finance the construction of certain improvements which would otherwise be paid by the County or other parties and which serve other properties or which would be financed by existing County fees. County and Developer agree that, except as otherwise provided in this Agreement, Developer shall be entitled to grants, credits and/or reimbursement for the construction of improvements costing in excess of its fair share for such improvements consistent with the terms of each separate reimbursement/credit or grant program.

5.D.2. Reimbursement by Third Parties. In the case of public improvements, if any, which abut property owned by third persons or for other public improvements that are oversized or extended to benefit property owned by third persons, as analyzed in the environmental impact report and as approved by the County and Coastal Commission, Developer shall be entitled to receive a reimbursement from the benefited property's owner (and not the County) for the pro rata cost of the improvements which exceed Developer's obligation. Reimbursement may be provided directly from the owner abutting such improvements or from a community facilities district or any such other infrastructure financing district if such a district is formed by or includes such properties and includes monies for the construction of said improvements.

County shall use its best efforts, to the extent County has the authority to do so, to impose the obligation to pay said reimbursement, as a condition of development of such benefited property, at the time such property owner requests a discretionary approval or other such entitlement from County for development of the benefited property whereby such condition can be imposed. Such reimbursement shall be due and payable on the earlier of issuance of a building permit on the benefited property, recordation of a final parcel or subdivision map for the benefited property or receipt of funds from an infrastructure financing district that is formed by or includes such benefited property. County's obligation to impose such condition and collect such reimbursement shall terminate upon any termination of this Agreement. County shall have no obligation to make any payments to Developer unless and until it receives any such reimbursement amount from a third-party source.

5.D.3. Reimbursable Hard Costs. The hard costs of construction to be reimbursed to Developer by the County or a third party or to be paid by Developer to any third party in accordance with the terms of this Agreement shall consist of the identifiable and commercially reasonable costs of the design, engineering and construction as actually incurred by Developer or such third party for the reimbursable work.

5.D.4. Interest on Reimbursements. In each case in which this Agreement provides that Developer is entitled to receive reimbursement for improvements from third parties or is required to pay reimbursement to third parties, Developer shall be entitled to receive, or be

obligated to pay, interest on the amount to be reimbursed as determined by the Board of Supervisors on a case-by-case basis.

5.D.5. Term for Credits and Reimbursements. County's obligation to provide any credits or to pay any reimbursements to Developer that accrue hereunder shall remain and continue during the term of this Agreement.

5.D.6. Not a Limitation. Nothing in this section 5.F. is intended to or shall be construed to limit Developer from receiving, in consideration of the improvements to be constructed by Developer hereunder, any other credits or reimbursements from County otherwise provided under the existing County policy, rule, regulation or ordinance.

5.D.7. Attribution of Development Fee Credits. County and Developer agree and understand that any fee credits obtained by Developer for Development Fee programs as a result of expenditures of Developer on public infrastructure improvements may be transferred or assigned by Developer to another subsequent landowner or other third party within the Project, but only in the manner provided for in each County reimbursement program that provided for the credit. The transfer of credits shall be in compliance with the requirements and provisions of this Agreement or of the credit agreements, if any, entered into between the County and Developer that granted the fee credits in the first instance.

5.E. Applications for Permits and County Approvals.

5.E.1. Timely Processing. County agrees that it will accept, in good faith, for processing review and action, all complete applications for development permits or other entitlements for use of the Property in accordance with the County Approvals and this Agreement, and shall exercise its best efforts to act upon such applications in an expeditious manner. Accordingly, to the extent that the applications and submittals are in conformity with the County Approvals, applicable law, and this Agreement, County agrees to diligently and promptly accept, review and take timely action on all Subsequent County Approvals and any environmental review required thereon in furtherance of the Project. Similarly, County shall promptly and diligently review and approve improvement plans, conduct construction inspections and accept completed facilities.

5.E.2. Cooperation to Obtain Permits. The Parties acknowledge that implementation and development of the Project will require approval of Non-County Responsible Agencies. In addition, the Coastal Commission retains limited appeal jurisdiction over the Project. The County will cooperate with reasonable requests by Developer to obtain permits, agreements, or approvals from Non-County Responsible Agencies and to cooperate with Developer in response to any appeals of any Subsequent County Approvals made to the Coastal Commission. The County's commitment to Developer under this Agreement is subject to the following conditions:

(a) Throughout the approval or appeal process for any Non-County Responsible Agency approval or appeal, Developer shall consult and coordinate with County, and County shall cooperate reasonably with Developer.

(b) Developer shall not agree to conditions or restrictions in any Non-County Responsible Agency approvals that could create any obligations on the part of the County, unless County agrees to assume such obligations.

5.F. Overriding Federal and State Laws and Regulations.

5.F.1 Federal and state laws and regulations that override Developer's vested rights set forth in this Agreement, shall apply to the Property, together with any non-discriminatory County ordinances, resolutions, regulations, and official policies that are necessary to enable County to comply with the provisions of any such overriding federal or state laws and regulations, provided that (i) Developer does not waive its right to challenge or contest the validity of any such purportedly overriding federal, state, or County law or regulation; and (ii) upon the discovery of any such overriding federal, state, or County law or regulation that is not consistent with the provisions of this Agreement or otherwise prevents or precludes compliance with any provision of this Agreement, County or Developer shall provide to the other Party a written notice identifying the federal, state, or County law or regulation, together with a copy of the law or regulation and a brief written statement of the conflict(s) between that law or regulation and the provisions of this Agreement. Promptly thereafter County and Developer shall meet and confer in good faith in a reasonable attempt to determine whether a modification or suspension of this Agreement, in whole or in part, is necessary to comply with such overriding federal, state, or County law or regulation. In such negotiations, County and Developer agree to preserve the terms of this Agreement to the maximum feasible extent while resolving the conflict. County also agrees to process in a prompt manner Developer's proposed changes to the Project and any of the Development Regulations as may be necessary to comply with such overriding federal, state, or County law or regulation; provided, however, that the approval of such changes by County shall be subject to the discretion of County, consistent with this Agreement.

Section 6. Default, Enforcement, Termination.

6.A General Provisions. Subject to extensions of time by mutual consent in writing, failure or delay by either County, Developer or member of Developer not released from this Agreement to perform any term or provision of this Agreement shall constitute a default. In the event of alleged default or breach of any term or condition of this Agreement, the Party alleging such default or breach shall give the other Party or Developer not less than thirty (30) days' notice in writing specifying the nature of the alleged default and the manner in which said default may be cured. During any such thirty (30) day period, the Party or Developer charged shall not be considered in default for purposes of termination or institution of legal proceedings.

After notice and expiration of the thirty (30) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other party or

Developer to this Agreement may, at its option, institute legal proceedings pursuant to this Agreement or give notice of its intent to terminate this Agreement pursuant to California Government Code Section 65868 and any regulations of the County implementing said Government Code section. Following notice of intent to terminate, the matter shall be scheduled for consideration and review in the manner set forth in Government Code Sections 65865, 65867 and 65868 and County regulations implementing said sections by County within thirty (30) calendar days.

Following consideration of the evidence presented in said review before County and an additional 30-day period to cure, either party alleging the default by the other party or member of Developer may institute legal proceedings or may give written notice of termination of this Agreement to the other party.

Evidence of default may also arise in the course of a regularly scheduled periodic review of this Agreement pursuant to Government Code Section 65865.1. If either party determines that a party is in default following the completion of the normally scheduled periodic review, said party may give written notice of termination of this Agreement specifying in said notice the alleged nature of the default, and potential actions to cure said default where appropriate, if the alleged default is not cured in thirty (30) days or within such longer period specified in the notice, or the defaulting party waives its right to cure such alleged default, this Agreement may be terminated by County or Developer.

6.B. Annual Review. County shall review the extent of good faith compliance by Developer with the terms of this Agreement at least every twelve (12) months from the date this Agreement is entered into. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1 of the Government Code, Section 2171-17 of Title II, Division 17 of the County Code, and the monitoring of mitigation in accordance with Section 21081.6 of the Public Resources Code of the State of California. Notice of such annual review shall include a statement that any review of obligations of Developer as set forth in this Agreement may result in termination of this Agreement. The Planning Commission, after a public hearing, shall determine on the basis of substantial evidence whether or not the Developer has, for the period under review, complied in good faith with the terms and conditions of this Agreement. A finding by the Planning Commission of good faith compliance by Developer with the terms of this Agreement shall be conclusive with respect to the performance of Developer during the period preceding the review.

Upon not less than sixty (60) days' notice by the County, Developer shall provide evidence at least thirty (30) days prior to the scheduled hearing in order to prove compliance with this Agreement.

6.C. Enforced Delay: Extension of Time Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walk-outs, riots, floods, force of nature, earthquakes, fires, or similar basis for excused performance which is not within the reasonable control of the party to be excused. Litigation attacking the validity of this

Agreement, any of the County Approvals, Subsequent County Approvals, or any permit, ordinance, entitlement or other action of a governmental agency necessary for the development of the Project pursuant to this Agreement shall be deemed to create an excusable delay as to Developer. Upon the request of either party hereto, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon by Developer and the County Manager.

6.D. Permitted Extensions by County. The County, in its reasonable discretion, may extend the time for performance by Developer of any obligation hereunder during the term of this Agreement. Any such extension shall not require an amendment to this Agreement, so long as such extension only involves the time for performance thereof and does not change the obligations to be performed by Developer as a condition of such extension.

6.E. Applicable Law/Venue/Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Humboldt, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court. If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

6.F. Termination.

6.F.1. Termination Upon Completion of Development. This Agreement shall terminate upon the expiration of the Term or when the Project Site has been fully developed and all of Developer's obligations in connection therewith are satisfied as determined by County. This Agreement shall automatically terminate and be of no further force or effect as to any single-family residence, any other residential dwelling unit(s) or any non-residential building, and the lot or parcel upon which such residence or building is located, when it has been approved by County for occupancy. Further, this Agreement shall automatically terminate upon entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement or upon the adoption of a referendum measure overriding or repealing the ordinance approving this Agreement. Upon termination of this Agreement, in whole or in part, County shall record a notice of termination in a form, which may be reasonably required by a title company.



6.F.2. Effect of Termination upon Developer Obligations. If this Agreement is terminated following any event of default of Developer or for any other reason, such termination shall not affect the validity of any building or improvement within the Property which is completed as of the date of termination, provided that such building or improvement has been constructed pursuant to a building permit issued by the County. Furthermore, no termination of this Agreement shall prevent Developer from completing and occupying any building or other improvement authorized pursuant to a valid building permit previously issued by the County that is under construction at the time of termination, provided that any such building or improvement is completed in accordance with said building permit in effect at the time of such termination.

6.F.3. Effect of Termination upon County. Upon any termination of this Agreement as to Developer of the Project Site, or any portion thereof, the entitlements, conditions of development, limitations on fees and all other terms and conditions of this Agreement shall no longer be vested hereby with respect to the Project Site affected by such termination (provided vesting of such entitlements, conditions or fees may then be established for such property pursuant to then-existing planning and zoning laws) and the County shall no longer be limited, by this Agreement, to make any changes or modifications to such entitlements, conditions or fees applicable to the Project Site or any portion thereof.

7. Miscellaneous Provisions.

7.A. Enforceability. The County agrees that, except as otherwise provided in this Agreement (specifically Section 6, above), unless this Agreement is amended or canceled pursuant to the provisions of this Agreement and the adopting ordinance, this Agreement shall be enforceable according to its terms by any party hereto notwithstanding any change hereafter in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance or building regulation adopted by County, or by initiative, which changes, alters or amends the rules, regulations and policies applicable to the Project at the time of approval of this Agreement, as provided by Government Code Section 65866.

7.A. Notices. Any notice or communication required hereunder between County or Developer must be in writing, and may be given either personally or by registered or certified mail, return receipt requested, or by overnight or other courier service. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after refusal of delivery of a registered or certified letter containing such notice, properly addressed, with postage prepaid. If personally delivered, a notice shall be deemed to have been given when delivered to the party or refused by the party to whom it is addressed. Any party hereto may at any time, by giving ten (10) days written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to County, to:

Humboldt County Planning and Building Department  
3105 H Street  
Humboldt, California 95501  
Attn: Planning Director

If to Developer, to:  
Samoa Pacific Group, LLC  
5251 Ericson Way  
Arcata, California 95521  
Attn: Dan Johnson

7.B. Estoppel Certificate. Within forty-five (45) days following any written request which either party may make from time to time, the other party to this Agreement shall execute and deliver to the requesting party a statement certifying that: (i) This Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modification; (ii) There are no current uncured defaults under this Agreement or specifying the dates and nature of any such default; and (iii) Any other reasonable information requested.

The failure to deliver such a statement within such time shall constitute a conclusive presumption against the party which fails to deliver such statement that this Agreement is in full force and effect without modification except as may be represented by the requesting party and that there are no uncured defaults in the performance of the requesting party, except as may be represented by the requesting parties, and as to such other information reasonably requested by the requesting party. Developer shall be entitled to one estoppel certificate per year without any fee being assessed by County. For any additional estoppel certificates requested in a single year County may charge Developer a reasonable fee directly related to the actual cost to prepare the certificate. County acknowledges that a certificate hereunder may be relied on by transferees and mortgages of Developer.

7.C. Mortgagee Protection. The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at Developer's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. County acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with Developer and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. County will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the County in the manner specified herein for giving notices, shall be entitled to receive written notification from County of any default by Developer in the performance of Developer's obligations under this Agreement.

(c) If County timely receives a request from a Mortgagee requesting a copy of any notice of default given to Developer under the terms of this Agreement, County shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to Developer. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement.

7.D. Third Party Beneficiary. Nothing herein shall be construed to create any right of a third party to enforce this Agreement or to seek any benefit therefrom.

7.E. Third Party Challenger. Developer shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless County, its officers, agents, employees, and independent contractors from any claim, action or proceeding against County, its officers, agents, employees, or independent contractors to attack, set aside, void, or annul the approval of this Agreement or the approval of any permit granted pursuant to this Agreement. County shall promptly notify Developer of any such claim, action or proceeding, and County shall cooperate in the defense. If County fails to promptly notify Developer of any such claim, action or proceeding, or if County fails to cooperate in the defense, Developer shall not thereafter be responsible to defend, indemnify, or hold harmless County. County may in its discretion participate in the defense of any such claim, action or proceeding.

7.F. Indemnity. In addition to the provisions of 7.E. above, Developer shall indemnify and hold County, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of Developer, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (Developer's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, failure and conveyance of the public improvements, save and except claims for damages arising through the sole active negligence or sole willful misconduct of County. Developer shall defend, at its expense, including attorneys' fees, County, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. COUNTY may in its discretion participate in the defense of any such legal action.

7.G. Environment Assurances. Developer shall indemnify and hold County, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any act or omission of Developer, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and OWNER shall defend, at its expense, including attorneys' fees, County, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. County may in its discretion participate in the defense of any such action.

7.H. Reservation of Rights. With respect to Sections 7.E., 7.F., and 7.G. herein, County reserves the right to either (1) approve the attorney(s) which Developer selects, hires or otherwise engages to defend County hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense, provided, however, that Developer shall reimburse County forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

7.I. Survival. The provisions of Sections 6 and 7.E. through 7.H. inclusive, shall survive the termination of this Agreement.

7.J. Consistency with General Plan. County hereby finds and determines that execution of this Agreement furthers the public health, safety, and general welfare of the community and that the provisions of this Agreement are consistent with the General Plan, including the Humboldt Bay Area Plan, as amended by the Project.

7.K. Invalidity of Agreement/Severability. If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid or unenforceable, or, if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of California which became effective after the Effective Date of the adopting ordinance, and either party in good faith determines such provisions are substantial material to its entering into this Agreement, that party may elect to terminate this Agreement as to all of its obligations remaining unperformed.

7.L. Other Necessary Acts. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

7.M. Conflict Between Agreement and Exhibits. If a conflict exists between the terms of the Agreement and the Exhibits, the Agreement shall control over the inconsistent portion of any exhibit. The County Approvals contained in Exhibits hereto may be amended pursuant to and consistent with this Agreement without amendment to this Agreement.



7.N. Captions. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

7.O. Entire Agreement: Counterparts and Exhibits. This Agreement is executed in three (3) duplicate counterparts, each of which is deemed to be an original. This Agreement consists of [redacted] pages and exhibits A through [redacted] which constitute, in full, the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

7.P. Binding Effect and Recordation of Development Agreement. The burden of this Agreement shall bind, and its benefits shall inure to the successors-in-interest of the County and Developer. No later than ten (10) days after County enters into this Agreement, the County Clerk shall at Developer's expense record an executed copy of this Agreement in the Official Records of the County of Humboldt.

7.Q. Authority to Execute. Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the day and year first above written.

Samoa Pacific Group, LLC  
a California limited liability company  
First Corporate Officer

Danco Development  
a California corporation

By \_\_\_\_\_  
Name and Title

Second Corporate Officer

Danco Development  
a California corporation

By \_\_\_\_\_

Name and Title

County:

County of Humboldt

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

Chairman, Board of Supervisors

ATTEST: County Clerk

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

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

APPROVED AS TO FORM

County Counsel

By \_\_\_\_\_

\_\_\_\_\_

DRAFT

Exhibits A through \_\_\_\_\_

[To be added]

DRAFT

**GOVERNMENT CODE - GOV**

**TITLE 7. PLANNING AND LAND USE [65000 - 66499.58]**

*( Heading of Title 7 amended by Stats. 1974, Ch. 1536. )*

**DIVISION 1. PLANNING AND ZONING [65000 - 66301]**

*( Heading of Division 1 added by Stats. 1974, Ch. 1536. )*

**CHAPTER 4. Zoning Regulations [65800 - 65912]**

*( Chapter 4 repealed and added by Stats. 1965, Ch. 1880. )*

**ARTICLE 2.5. Development Agreements [65864 - 65869.5]**

*( Article 2.5 added by Stats. 1979, Ch. 934. )*

**65864.**

The Legislature finds and declares that:

(a) The lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development to the consumer, and discourage investment in and commitment to comprehensive planning which would make maximum efficient utilization of resources at the least economic cost to the public.

(b) Assurance to the applicant for a development project that upon approval of the project, the applicant may proceed with the project in accordance with existing policies, rules and regulations, and subject to conditions of approval, will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs of development.

(c) The lack of public facilities, including, but not limited to, streets, sewerage, transportation, drinking water, school, and utility facilities, is a serious impediment to the development of new housing. Whenever possible, applicants and local governments may include provisions in agreements whereby applicants are reimbursed over time for financing public facilities.

*(Amended by Stats. 1984, Ch. 143, Sec. 1.)*

**65865.**

(a) Any city, county, or city and county, may enter into a development agreement with any person having a legal or equitable interest in real property for the development of the property as provided in this article.



(b) Any city may enter into a development agreement with any person having a legal or equitable interest in real property in unincorporated territory within that city's sphere of influence for the development of the property as provided in this article. However, the agreement shall not become operative unless annexation proceedings annexing the property to the city are completed within the period of time specified by the agreement. If the annexation is not completed within the time specified in the agreement or any extension of the agreement, the agreement is null and void.

(c) Every city, county, or city and county, shall, upon request of an applicant, by resolution or ordinance, establish procedures and requirements for the consideration of development agreements upon application by, or on behalf of, the property owner or other person having a legal or equitable interest in the property.

(d) A city, county, or city and county may recover from applicants the direct costs associated with adopting a resolution or ordinance to establish procedures and requirements for the consideration of development agreements.

(e) For any development agreement entered into on or after January 1, 2004, a city, county, or city and county shall comply with Section 66006 with respect to any fee it receives or cost it recovers pursuant to this article.

*(Amended by Stats. 2003, Ch. 288, Sec. 1. Effective January 1, 2004.)*

#### 65865.1.

Procedures established pursuant to Section 65865 shall include provisions requiring periodic review at least every 12 months, at which time the applicant, or successor in interest thereto, shall be required to demonstrate good faith compliance with the terms of the agreement. If, as a result of such periodic review, the local agency finds and determines, on the basis of substantial evidence, that the applicant or successor in interest thereto has not complied in good faith with terms or conditions of the agreement, the local agency may terminate or modify the agreement.

*(Added by Stats. 1979, Ch. 934.)*

#### 65865.2.

A development agreement shall specify the duration of the agreement, the permitted uses of the property, the density or intensity of use, the maximum height and size of proposed buildings, and provisions for reservation or dedication of land for public purposes. The development agreement may include conditions, terms, restrictions, and requirements for subsequent discretionary actions, provided that such conditions, terms, restrictions, and requirements for subsequent discretionary actions shall not prevent development of the land for the uses and to the density or intensity of development set forth in the agreement. The agreement may provide that construction shall be commenced within a specified time and that the project or any phase thereof be completed within a specified time.

The agreement may also include terms and conditions relating to applicant financing of necessary public facilities and subsequent reimbursement over time.

*(Amended by Stats. 1984, Ch. 143, Sec. 2.)*

### 65865.3.

(a) Except as otherwise provided in subdivisions (b) and (c), Section 65868, or Section 65869.5, notwithstanding any other law, if a newly incorporated city or newly annexed area comprises territory that was formerly unincorporated, any development agreement entered into by the county prior to the effective date of the incorporation or annexation shall remain valid for the duration of the agreement, or eight years from the effective date of the incorporation or annexation, whichever is earlier. The holder of the development agreement and the city may agree that the development agreement shall remain valid for more than eight years, provided that the longer period shall not exceed 15 years from the effective date of the incorporation or annexation. The holder of the development agreement and the city shall have the same rights and obligations with respect to each other as if the property had remained in the unincorporated territory of the county.

(b) The city may modify or suspend the provisions of the development agreement if the city determines that the failure of the city to do so would place the residents of the territory subject to the development agreement, or the residents of the city, or both, in a condition dangerous to their health or safety, or both.

(c) Except as otherwise provided in subdivision (d), this section applies to any development agreement which meets all of the following requirements:

(1) The application for the agreement is submitted to the county prior to the date that the first signature was affixed to the petition for incorporation or annexation pursuant to Section 56704 or the adoption of the resolution pursuant to Section 56800, whichever occurs first.

(2) The county enters into the agreement with the applicant prior to the date of the election on the question of incorporation or annexation, or, in the case of an annexation without an election pursuant to Section 57075, prior to the date that the conducting authority orders the annexation.

(3) The annexation proposal is initiated by the city. If the annexation proposal is initiated by a petitioner other than the city, the development agreement is valid unless the city adopts written findings that implementation of the development agreement would create a condition injurious to the health, safety, or welfare of city residents.

(d) This section does not apply to any territory subject to a development agreement if that territory is incorporated and the effective date of the incorporation is prior to January 1, 1987.

*(Amended by Stats. 1989, Ch. 664, Sec. 1.)*

### 65865.4.

Unless amended or canceled pursuant to Section 65868, or modified or suspended pursuant to Section 65869.5, and except as otherwise provided in subdivision (b) of Section 65865.3, a development agreement shall be enforceable by any party thereto notwithstanding any change in any applicable general or specific plan, zoning, subdivision, or building regulation adopted by the city, county, or city and county entering the agreement, which alters or amends the rules, regulations, or policies specified in Section 65866.

*(Amended by Stats. 1986, Ch. 857, Sec. 3.)*

#### 65865.5.

(a) Notwithstanding any other law, after the amendments required by Sections 65302.9 and 65860.1 have become effective, the legislative body of a city or county within the Sacramento-San Joaquin Valley shall not enter into a development agreement for property that is located within a flood hazard zone unless the city or county finds, based on substantial evidence in the record, one of the following:

(1) The facilities of the State Plan of Flood Control or other flood management facilities protect the property to the urban level of flood protection in urban and urbanizing areas or the national Federal Emergency Management Agency standard of flood protection in nonurbanized areas.

(2) The city or county has imposed conditions on the development agreement that will protect the property to the urban level of flood protection in urban and urbanizing areas or the national Federal Emergency Management Agency standard of flood protection in nonurbanized areas.

(3) The local flood management agency has made adequate progress on the construction of a flood protection system that will result in flood protection equal to or greater than the urban level of flood protection in urban or urbanizing areas or the national Federal Emergency Management Agency standard of flood protection in nonurbanized areas for property located within a flood hazard zone, intended to be protected by the system. For urban and urbanizing areas protected by project levees, the urban level of flood protection shall be achieved by 2025.

(4) The property in an undetermined risk area has met the urban level of flood protection based on substantial evidence in the record.

(b) The effective date of amendments referred to in this section shall be the date upon which the statutes of limitation specified in subdivision (c) of Section 65009 have run or, if the amendments and any associated environmental documents are challenged in court, the validity of the amendments and any associated environmental documents has been upheld in a final decision.

(c) This section does not change or diminish existing requirements of local flood plain management laws, ordinances, resolutions, or regulations necessary to local agency participation in the national flood insurance program.

*(Amended by Stats. 2012, Ch. 553, Sec. 4. (SB 1278) Effective January 1, 2013.)*

#### 65866.

(a) Unless otherwise provided by the development agreement, rules, regulations, and official policies governing permitted uses of the land, governing density, and governing design, improvement, and construction standards and specifications, applicable to development of the property subject to a development agreement, shall be those rules, regulations, and official policies in force at the time of execution of the agreement. A development agreement shall not prevent a city, county, or city and county, in subsequent actions applicable to the property, from applying new rules, regulations, and policies which do not conflict with those rules, regulations, and policies applicable to the property as set forth herein, nor shall a development agreement prevent a city, county, or city and county from denying or conditionally approving any subsequent development project application on the basis of these existing or new rules, regulations, and policies.

(b) Notwithstanding Section 65803, this section shall also apply to a charter city.  
(Amended by Stats. 2018, Ch. 856, Sec. 11. (SB 1333) Effective January 1, 2019.)

### 65867.

A public hearing on an application for a development agreement shall be held by the planning agency and by the legislative body. Notice of intention to consider adoption of a development agreement shall be given as provided in Sections 65090 and 65091 in addition to any other notice required by law for other actions to be considered concurrently with the development agreement.  
(Amended by Stats. 1984, Ch. 1009, Sec. 26.)

### 65867.5.

- (a) A development agreement is a legislative act that shall be approved by ordinance and is subject to referendum.
- (b) A development agreement shall not be approved unless the legislative body finds that the provisions of the agreement are consistent with the general plan and any applicable specific plan.
- (c) A development agreement that includes a subdivision, as defined in Section 66473.7, shall not be approved unless the agreement provides that any tentative map prepared for the subdivision will comply with Section 66473.7.
- (d) Notwithstanding Section 65803, this section shall also apply to a charter city.  
(Amended by Stats. 2018, Ch. 856, Sec. 12. (SB 1333) Effective January 1, 2019.)

### 65868.

A development agreement may be amended, or canceled in whole or in part, by mutual consent of the parties to the agreement or their successors in interest. Notice of intention to amend or cancel any portion of the agreement shall be given in the manner provided by Section 65867. An amendment to an agreement shall be subject to the provisions of Section 65867.5.  
(Added by Stats. 1979, Ch. 934.)

### 65868.5.

No later than 10 days after a city, county, or city and county enters into a development agreement, the clerk of the legislative body shall record with the county recorder a copy of the agreement, which shall describe the land subject thereto. From and after the time of such recordation, the agreement shall impart such notice thereof to all persons as is afforded by the recording laws of this state. The burdens of the agreement shall be binding upon, and the benefits of the agreement shall inure to, all successors in interest to the parties to the agreement.



*(Added by Stats. 1979, Ch. 934.)*

**65869.**

A development agreement shall not be applicable to any development project located in an area for which a local coastal program is required to be prepared and certified pursuant to the requirements of Division 20 (commencing with Section 30000) of the Public Resources Code, unless: (1) the required local coastal program has been certified as required by such provisions prior to the date on which the development agreement is entered into, or (2) in the event that the required local coastal program has not been certified, the California Coastal Commission approves such development agreement by formal commission action.

*(Added by Stats. 1979, Ch. 934.)*

**65869.5.**

(a) If state or federal laws or regulations, enacted after a development agreement has been entered into, prevent or preclude compliance with one or more provisions of the development agreement, those provisions of the agreement shall be modified or suspended as may be necessary to comply with those state or federal laws or regulations.

(b) Notwithstanding Section 65803, a development agreement entered into by a charter city before July 1, 2018, shall not be required to comply with this article.

*(Amended by Stats. 2018, Ch. 856, Sec. 13. (SB 1333) Effective January 1, 2019.)*