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**DEVELOPMENT AGREEMENT
FOR THE NORTH MCKAY SUBDIVISION PROJECT**

Record Number: PLN-9902-GPA

Assessor Parcel Numbers:
017-032-003, 017-071-004, 017-071-009, 017-072-
002, 017-072-003, 017-073-007, 017-073-009 and
303-012-020

DEVELOPMENT AGREEMENT BY AND BETWEEN THE COUNTY OF
HUMBOLDT AND KRAMER PROPERTIES, INC. RELATING TO THE NORTH MCKAY
SUBDIVISION PROJECT

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is entered into this ____ day of _____, 2024, by and between the County of Humboldt, organized under the laws of the State of California (“**County**”), Kramer Properties, Inc. a California limited liability company (“**Landowner**”), 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 North McKay Subdivision project (“**Project**”) that is the subject of this Agreement.

C. On March 7, 2023 in Resolution No. 23-35 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 Project, including the related General Plan Amendment and Zone Reclassification.

D. This Agreement relates to the development of the Project pursuant to the approved General Plan Amendment, Zone Reclassification and Tentative Map, including the densities, intensities and uses of the Project Site as depicted on the County Approvals (“**County Approvals**”) and consistent with the Humboldt County General Plan (Plan) approved by the County Board of Supervisors on October 17, 2017.

E. Developer has a legal interest in those certain parcels of land making up the Project site and encompassing approximately 81 acres as diagramed in Exhibit “A” attached hereto, and more particularly described in Exhibit “B,” subdivision map and Exhibit “C,” legal description, 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 2008, when a General Plan Petition went before the Board of Supervisors on August 26, 2008. The Board of Supervisors adopted Resolution 08-72 to allow a portion of the project site to change from Residential Low Density (RL) to Residential Medium Density (RM) and Commercial General (CG). Thereafter, the County Planning Division released a Draft EIR prepared pursuant to CEQA for public review and comment (State Clearinghouse No. 2019049166).

G. At its January 6, 2022 meeting, the Planning Commission adopted Resolution No. 22-002 recommending the Board certify the environmental impact report (EIR), and Resolution No. 22-003 recommending the Board approve the proposed Project and related entitlements.

H. On March 7, 2023, the Board certified the Final EIR for the Project and conditionally approved the proposed General Plan Amendment, Zone Reclassification, Tentative Subdivision Map, Planned Unit Development, and Special Permit.

I. Ordinance Number 2709 amending Section 311-7 of the Humboldt County Code for the approximate 81-acre Project that is within the Eureka Community Plan Area (Eureka CPA), rezoning of parcels from R-1, with combining zones indicating P, R, and GO, to R-1, R, GO, Apartment Professional (R-4), and C-1 with a Planned Unit Development overlay. The water storage tank location would remain zoned as TPZ, as generally depicted in the Eureka CPA Zoning Map, attached as Exhibit E.

The County Approvals are attached hereto as Exhibits “D” and are the subject of this Agreement.

J. Based on the County Approvals, the maximum potentially allowable levels of development for the Project Site include up to 146 new single-family residences and 174 multi-family units and 22,000 square feet of commercial and office space.

K. On May 15, 2020, the County Planning Division released a draft Environmental Impact Report (DEIR) prepared pursuant to CEQA for public review and comment (State Clearinghouse No. 2019049166). The public comment period on the DEIR closed on June 29, 2020, and responses to comments were prepared. On October 18, 2021, the County Planning Division released a partially Recirculated Draft Environmental Impact Report (RDEIR) for the project. The public comment period on the RDEIR closed on December 1, 2021, and responses to comments were prepared. On January 6, 2022, the Planning Commission following a duly noticed public hearing recommended the Board certify the EIR and adopt a Statement of Overriding Considerations.

L. On February 3, 2022, 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 March 7, 2023, 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. _____.

M. 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.).

N. 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.

O. Development of the Project will result in significant public benefits as described in the McKay Project approvals attached as Exhibits "D" and as additionally described hereinafter, including, without limitation:

- Comply with the Humboldt County Local Agency Formation Commission (LAFCo) policy to create a more logical service boundary and provide more effective delivery of municipal services by annexing all existing unincorporated islands zoned for development in the HCSD.
- Ensure new residents receive the same level of service as current residents.
- Ensure existing service levels to current County residents are not reduced in order to provide services to the HCSD service area.
- Promote economic vitality by maintaining and expanding small businesses and local services for residents.
- Assist County in meeting housing needs to accommodate forecasted population growth.
- Incorporate parks and open space, including trails, into the project design in a manner that would provide community connectivity and is aesthetically pleasing.
- Promote economic growth through new capital investment for an expanded population and increased tax base.
- Provide a diversity of housing choices in one development that would cater to various segments of the community, including low-cost, single-family homes.
- Provisions for contribution to infrastructure, open space, affordable housing, or other public improvements and amenities of benefit to the County, including reservation, dedication, and improvement of land for public purpose.

P. 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 final subdivision maps, conditional use permits, encroachment permits, memoranda of understanding, 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 to issue subsequent permits or approvals which may be needed in the future (“**Non-County Subsequent Approvals**”), including LAFCo action related to Humboldt CSD annexation, CDFW LSAA, CESA and ESA compliance, Section 404 and Section 401 permits, etc.

Q. 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 20-years until December 31, 2043, 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 Eureka Community Plan as amended October 23, 2017. 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 Eureka Community 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, 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 "E", 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.

1.K. Dispute Resolution. In the event there is a dispute between the parties regarding the County's administrative interpretation of the Development Agreement, the following process shall be used to resolve such disputes:

The parties shall first attempt to resolve a dispute informally. The Developer shall notify the County of such dispute in writing. Such written notice shall include a description of the contested interpretation of the Development Agreement. Within five (5) working days after notification, an informal meeting shall be held with the Planning Director or his or her designee, the Developer or his designee, and the County Administrative Officer or his or her designee, for the purpose of resolving the dispute. If resolved at the informal stage, the parties shall jointly prepare and sign a memorandum setting forth the terms and conditions of the resolution.

If the parties do not resolve the dispute at the informal stage, the Developer shall have ten (10) working days from the date the informal dispute resolution took place to appeal the action to

the Board of Supervisors by filing an appeal with the Planning Department. The standard Planning and Building form for appeal shall be used and shall state the grounds for appeal. The fee for an appeal shall apply. The matter shall be placed before the Board of Supervisors as soon as practicable, and within sixty (60) days of the appeal being filed. Notice shall be given by publication on the Board of Supervisor's agenda and the notice provisions in Humboldt County Code section 312-8 do not apply. The Rules of Procedure for the Board of Supervisors shall apply to the appeal hearing. The decision of the Board is final.

Section 2. Definitions.

In this Agreement, unless the context otherwise requires:

2.A. "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.B. "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 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, including the amendment of the Eureka Community Plan land use map, Zone Reclassification, Tentative Subdivision Map, Planned Unit Development and Special Permit.

2.G. "General Plan" shall mean the Humboldt County General Plan, including the text, maps.

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") and the California Regional Water Quality Control Board. 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 North McKay Ranch Subdivision Project 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, 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, 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 of the Eureka Community Plan 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 Final EIR prepared for the Project complies with CEQA. The Parties further acknowledge that (i) the DEIR and Final EIR contain 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 DEIR 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 DEIR and FEIR, 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. All improvements that will be dedicated to the City of Eureka or County of Humboldt shall be constructed to the most current federal and state ADA requirements at the time that the improvement is constructed. Traffic signals shall be constructed to the most current standards of the City of Eureka at the time that the improvement is constructed.

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. 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.

4.C. McKay Community Forest Trail. Developer shall deliver to County a fully executed easement deed fulfilling the trail dedication set forth in Public Works Condition of Approval 1.6(e) prior to recordation of the first phase Final Map.

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, 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.D. 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. The County will cooperate with reasonable requests by Developer to obtain permits, agreements, or approvals from Non-County Responsible Agencies. 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 Administrative Officer.

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.B. 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:
Kramer Properties, Inc.
1589 Myrtle Ave, Suite B
Eureka, CA 95501

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 Developer, 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. General Insurance Requirements. Without limiting the parties' indemnification obligations hereunder, each party shall maintain in full force and effect, at its own expense, any and all appropriate insurance policies including, but not limited to: comprehensive general liability insurance, comprehensive automobile insurance, workers' compensation, and professional liability policies.

7.H. 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.I. Reservation of Rights. With respect to Sections 7.E., 7.F., and 7.H. 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.J. Survival. The provisions of Sections 6 and 7.E. through 7.I. inclusive, shall survive the termination of this Agreement.

7.K. 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, as amended by the Project.

7.L. 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.M. 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.N. 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, except to the extent the exhibits are County Approvals in which case the County Approvals shall control.

7.O. 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.P. 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 _____ pages and exhibits A through E 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.Q. 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.R. 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.

First Corporate Officer

By _____
Name and Title

Second Corporate Officer

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 _____

CERTIFICATE OF ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }
COUNTY OF HUMBOLDT }

On this _____ day of _____, 20 ____, before me, _____

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

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

Witness my hand and official seal.

Signature

(Seal)

CERTIFICATE OF ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }
COUNTY OF HUMBOLDT }

On this _____ day of _____ 20 ____, before me, _____

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

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

Witness my hand and official seal.

Signature

(Seal)

CERTIFICATE OF ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }
COUNTY OF HUMBOLDT }

On this _____ day of _____ 20 ____, before me, _____
Notary Public, personally appeared _____ who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

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

Witness my hand and official seal.

Signature

(Seal)

Exhibits B through F

Exhibit “B” – Project Location Map

Exhibit “C” – Subdivision Map

Exhibit “D” – Legal Description

Exhibit “E” – County Approvals

Exhibit “E-1” – Resolution No. 23-35 Adopting Findings and Certifying the Project Environmental Impact Report and Adoption of Statements of Overriding Considerations

Exhibit “E-2” – Resolution No. 23-36 Adopting Findings and Approving a General Plan Amendment for the Project

Exhibit “E-3” – Resolution No. 23-37 Reclassifying the Zoning of Property Within the Project

Exhibit “E-4” – Resolution No. 23-38 Approving the Tentative Subdivision Map, the Planned Unit Development, and the Special Permit for the Project

Exhibit “E-5” – Ordinance No. 2709 Project Zone Reclassification

Exhibit “F” – Eureka CPA Zoning Map

Cell-based studies of neuronal development (S. Pradhan) 10:27-10:40. In this talk, Pradhan will discuss the role of the cell-based studies in understanding the development of the nervous system.

[illegible]

- 0 0.5 1 Miles



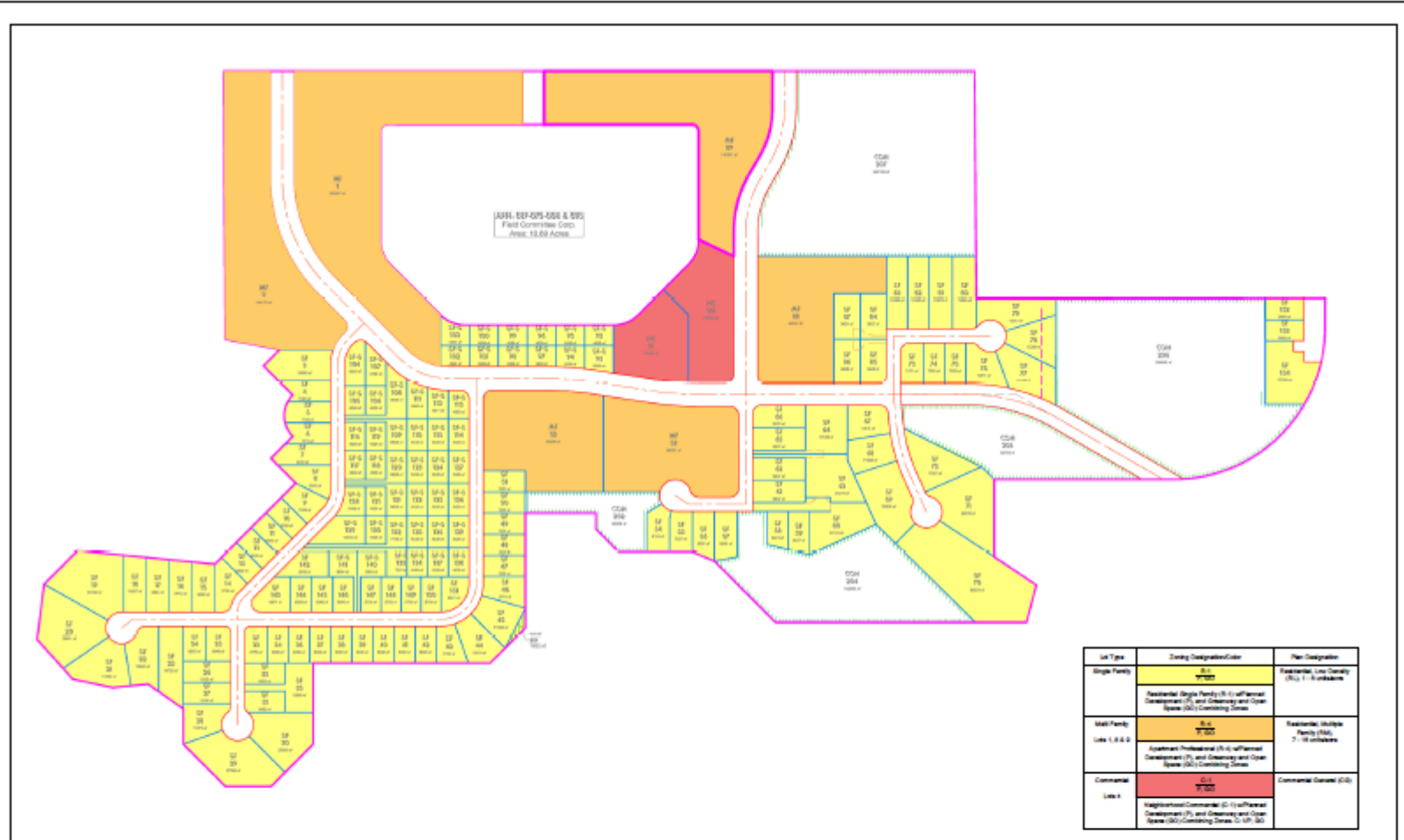
Project Location	Prepared by PR on 2020-05-17
Humboldt County, California	Technical Review by PR on 2020-05-18

Client/Project

North McKay Ranch Subdivision Project

Figure 2-2
Title
Local Project Location

KRAMER PROPERTIES DEVELOPMENT AGREEMENT EXHIBIT "C"



Source: Ontiveros & Associates, May 2019



Project Location
Humboldt County, CA Prepared by KJ on 2020-04-28
TR by TG on 2020-04-28

Client/Project
North McKay Ranch Subdivision Project

Figure No.

2-3

Title
Proposed Land Use Designations

EXHIBIT "D"

LEGAL
DESCRIPTION

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

PARCEL A:

That portion of the West Half of Section 36, Township 5 North, Range 1 West, and of the Northwest Quarter of Section 1, Township 4 North, Range 1 West, Humboldt Meridian, in the County of Humboldt, State of California, as described in the Deed to Louisiana-Pacific Corporation, recorded February 2, 1978 in Volume 1468 of Official Records, Page 335, in the Office of the Humboldt County Recorder, described as follows:

BEGINNING at the Northwest corner of the property conveyed to Humboldt County Schools by the Deed recorded in Book 964 of Official Records, Page 1, said point being on the West line of said Section 36;

thence North 00 degrees 29 minutes 39 seconds East, 2136.41 feet to the West Quarter Corner of said Section 36;

thence South 89 degrees 57 minutes 33 seconds East, 645.29 feet to the Southwest corner of the East Half of the Southwest Quarter of the Northwest Quarter of said Section;

thence along the West line of said East Half of the Southwest Quarter of the Northwest Quarter of Section 36, North 00 degrees 24 minutes 58 seconds East, 991.88 feet;

thence South 89 degrees 30 minutes 20 seconds East, 84.36 feet to the beginning of a curve concave to the Southwest having a radius of 430.00 feet;

thence Easterly, Southeasterly and Southerly, 675.44 feet along said curve through a central angle of 90 degrees 00 minutes 00 seconds;

thence South 00 degrees 29 minutes 40 seconds West, 511.04 feet;

thence South 89 degrees 30 minutes 20 seconds East, 220.00 feet;

thence North 34 degrees 11 minutes 04 seconds East, 144.22 feet;

thence South 74 degrees 30 minutes 20 seconds East, 109.74 feet;

thence South 00 degrees 29 minutes 40 seconds West, 714.30 feet;

thence South 45 degrees 29 minutes 40 seconds West, 245.68 feet;

thence South 23 degrees 15 minutes 29 seconds West, 67.99 feet;

thence South 00 degrees 29 minutes 40 seconds West, 210.00 feet;

thence South 45 degrees 29 minutes 40 seconds West, 91.92 feet;

thence North 89 degrees 30 minutes 20 seconds West, 45.00 feet;

thence South 00 degrees 29 minutes 40 seconds West, 200.29 feet;

thence South 89 degrees 30 minutes 20 seconds East, 326.11 feet;

thence South 44 degrees 30 minutes 20 seconds East, 141.27 feet;

thence South 00 degrees 29 minutes 40 seconds West, 503.62 feet;

thence South 89 degrees 30 minutes 20 seconds East, 230.00 feet;

thence South 44 degrees 30 minutes 20 seconds East, 169.71 feet;

thence South 00 degrees 29 minutes 40 seconds West, 130.00 feet;

thence South 45 degrees 29 minutes 40 seconds West, 169.71 feet;

thence North 89 degrees 30 minutes 20 seconds West, 100.00 feet;

thence South 35 degrees 29 minutes 11 seconds West, 122.07 feet;

thence South 05 degrees 09 minutes 36 seconds East, 101.49 feet;

thence South 12 degrees 32 minutes 22 seconds West, 115.69 feet;

thence South 48 degrees 25 minutes 38 seconds West, 152.03 feet;

thence North 82 degrees 11 minutes 50 seconds West, 158.42 feet;

thence North 44 degrees 27 minutes 49 seconds West, 134.72 feet;

thence North 06 degrees 03 minutes 57 seconds East, 392.58 feet;

thence North 44 degrees 30 minutes 20 seconds West, 325.00 feet;

thence South 45 degrees 29 minutes 40 seconds West, 100.00 feet;

thence North 44 degrees 30 minutes 20 seconds West, 88.10 feet to a non-tangent curve concave to the North, having a radius of 83.00 feet and to which a radial line bears North 44 degrees 30 minutes 20 seconds West;

thence Southwesterly, Westerly and Northwesterly, 130.38 feet along said curve, through a central angle of 90 degrees 00 minutes 00 seconds;

thence on a radial line, South 45 degrees 29 minutes 40 seconds West, 118.00 feet;

thence North 44 degrees 30 minutes 20 seconds West, 65.00 feet;

PARCEL A: CONTINUED ...

thence South 11 degrees 14 minutes 13 seconds West, 157.92 feet to the Northeast corner of said property conveyed to Humboldt County Schools;

thence North 89 degrees 45 minutes 42 seconds West, 760.00 feet along the North line of said property to said point of beginning.

EXCEPTING therefrom the following described property:

That portion of the Southwest Quarter of Section 36, Township 5 North, Range 1 West, Humboldt Meridian, in the County of Humboldt, State of California, described in the Deed to Louisiana-Pacific Corporation recorded February 2, 1978 in Volume 1468 of Official Records, Page 335, in the Office of the Humboldt County Recorder, described as follows:

COMMENCING at a point on the West line of said Section 36, said point being North 00 degrees 29 minutes 39 seconds East, 1394.80 feet from the Southwest corner of said Section 36;

thence South 89 degrees 30 minutes 21 seconds East, 149.95 feet to the point of beginning;

thence parallel with said West section line, North 00 degrees 29 minutes 39 seconds East, 450.05 feet to the beginning of a curve concave to the Southeast, having a radius of 20.00 feet;

thence Northerly, Northeasterly and Easterly 31.42 feet along said curve, through a central angle of 90 degrees 00 minutes 00 seconds;

thence South 89 degrees 30 minutes 21 seconds East, 307.41 feet to beginning of a curve concave to the Southwest, having a radius of 100.00 feet;

thence Easterly and Southeasterly, 78.54 feet along said curve, through a central angle of 45 degrees 00 minutes 00 seconds;

thence South 44 degrees 30 minutes 21 seconds East, 200.71 feet to the beginning of a curve concave to the Southwest, having a radius of 100.00 feet;

thence Southeasterly and Southerly, 78.54 feet along said curve, through a central angle of 45 degrees 00 minutes 00 seconds;

thence South 00 degrees 29 minutes 30 seconds West, 422.22 feet to the beginning of a curve concave to the Northwest, having a radius of 100.00 feet;

thence Southerly and Southwesterly, 78.54 feet along said curve, through a central angle of 45 degrees 00 minutes 00 seconds;

thence South 45 degrees 29 minutes 39 seconds West, 198.99 feet to the beginning of a curve concave to the Northwest, having a radius of 100.00 feet;

thence Southwesterly and Westerly, 78.54 feet along said curve, through a central angle of 45 degrees 00 minutes 00 seconds;

thence North 89 degrees 30 minutes 21 seconds West, 308.63 feet to the beginning of a curve concave to the Northeast, having a radius of 20.00 feet;

thence Westerly, Northwesterly and Northerly, 31.42 feet along said curve, through a central angle of 90 degrees 00 minutes 00 seconds;

thence North 00 degrees 29 minutes 39 seconds East, 414.80 feet to said point of beginning.

ALSO BEING the property described as:

Parcel 1 of Lot Line Adjustment in that certain Notice of Lot Line Adjustment and Certificate of Subdivision Compliance recorded November 12, 1997 as Instrument Number 1997-28279-6, Official Records.

PARCEL B:

A non-exclusive right of way and easement for ingress, regress and egress over, upon and across an area sixty (60) feet in width located East of and adjacent to the West boundary line of the parcel of land conveyed to Glen W. Paul, County Superintendent of Schools of the County of Humboldt, by Deed recorded June 10, 1968 in Book 964, Page 1, Humboldt County Official Records.

BEING the same right reserved in said Deed recorded June 10, 1968 in Book 964, Page 1, Humboldt County Official Records.

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA
Certified copy of portion of proceedings; Meeting on March 7, 2023

Resolution No. 23-35

Resolution of the Board of Supervisors of the County of Humboldt ADOPTING FINDINGS FOR CERTIFICATION OF ENVIRONMENTAL IMPACT REPORT AND ADOPTION OF STATEMENTS OF OVERRIDING CONSIDERATIONS PREPARED FOR THE NORTH MCKAY RANCH SUBDIVISION PROJECT, PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, RECORD NO. PLN-9902-GPA.

WHEREAS, Kramer Properties submitted an application for a General Plan Amendment, Zone Reclassification, Tentative Subdivision Map, Planned Unit Development, Development Agreement and Special Permit for a mixed-use development with 320 residential units and approximately 22,000 square feet of commercial development. The Tentative Subdivision Map would create 146 single-family lots, 6 lots to support construction of up to 174 multi-family residential units, 2 commercial parcels supporting up to approximately 22,000 square feet of commercial space and 6 parcels totaling 21.73 acres to be dedicated to the County for future trail management and open space; and

WHEREAS, on January 6, 2022 the Planning Commission considered the Environmental Impact Report for the North McKay Ranch Subdivision Project and adopted a resolution which recommended that the Board of Supervisors do the following:

1. Certify that the Final Environmental Impact Report for the North McKay Ranch Subdivision Project (SCH#: 2019049166) has been completed in compliance with CEQA, that the Final EIR was presented to the Planning Commission and the Planning Commission has reviewed and considered the information contained in the FEIR before recommending approval of the project to the Board of Supervisors, and that the FEIR reflects the County's independent judgment and analysis; and
2. Adopt the Statement of Overriding Considerations; and
3. Adopt the Mitigation Monitoring and Reporting Program; and

WHEREAS, the Board of Supervisors held public hearings, *de-novo*, on March 8 and March 22, 2022 and reviewed, considered, and discussed the application and Environmental Impact Report, and considered all public testimony and evidence presented at the hearing; and

WHEREAS, the Board of Supervisors closed the public hearing on March 22, 2022 and approved a motion of intent to certify the EIR and approve the Project with direction for staff to bring a revised finding and condition of approval relative to intersection improvements back on April 5, 2022; and

WHEREAS, following the Board of Supervisor's March 22, 2022 public hearing, in consultation with the Applicant, a Supplement to the Final EIR was prepared, and the revised finding and condition of approval relative to intersection improvements, and an amended mitigation measure, were brought back to the Board of Supervisors' advertised public hearing on March 7, 2023; and

Now, THEREFORE BE IT RESOLVED, that the Board of Supervisors makes all the following findings:

1. FINDING: **CEQA (EIR)** - The County of Humboldt has completed an Environmental Impact Report (EIR) in compliance with CEQA.

- EVIDENCE:**
- a) The California Environmental Quality Act (CEQA) requires preparation of an environmental impact report if there is substantial evidence in light of the whole record that the project may have a significant effect on the environment.
 - b) A Notice of Preparation (NOP) was prepared on March 28, 2019, in accordance with CEQA Guidelines Section 15082 to inform interested parties of the County's determination that an EIR would be required for the project, solicit input about the desired content and scope of the DEIR, announce the date and time of a public scoping meeting, and provide information on where documents about the project were available for review and where comments could be sent on the project. The NOP was posted at the County Recorder's office; mailed to property owners and tenants of parcels within project area and parcels adjacent to/just outside of the project area boundary, and to relevant agencies within the region; circulated through State Clearinghouse (SCH#2019049166); and published in the Times Standard on May 23, 2019. The NOP was circulated for a period of 30 days, ending on June 22, 2019.
 - c) Pursuant to CEQA Guidelines Section 15083, prior to completing the Draft EIR, the County of Humboldt held a scoping meeting on June 13, 2019 at Cutten Elementary School to solicit input from the regulatory agencies and public. Appendix A of the Draft EIR includes the NOP, written comments in response to the NOP, and a summary of the comments received in writing and during the scoping meetings.

Areas of potential controversy known to the County include the following:

- Concern about low-income housing in the Cutten neighborhood possibly increasing crime and drug use;
- Traffic on Walnut;
- Parking on Fern Street during large events;
- Traffic on Hemlock and Dolbeer;

- Access to the McKay Community Forest;
- Proximity of the development to Ryan Creek and potential impacts to natural resources there;
- Increased draw on public services;
- Impact of high-density housing adjacent to Winship School;
- Need for stand of trees to be preserved to protect the viewshed.

These issues were considered during preparation of the Draft EIR and the Partial Recirculation Draft EIR and, where appropriate, are addressed in the environmental impact analyses of the Draft EIR and/or the Partial Recirculation Draft EIR.

- d) The Draft Environmental Impact Report (“DEIR”) for North McKay Ranch Subdivision Project was prepared in accordance with CEQA and circulated for public review from May 15, 2020 through June 29, 2020 (SCH#: 2019049166), a 45-day review period, in compliance with CEQA Guidelines Section 15105; a Notice of Availability of the Draft EIR was posted at the County Recorder’s office; mailed to property owners and tenants of parcels within the project area and parcels adjacent to/just outside of the project boundary, and to relevant agencies within the region, and published in the Times Standard on May 15, 2020.
- e) On July 1, 2020, the provisions of new CEQA Guidelines Section 15064.3 Determining the Significance of Transportation Impacts became effective, which required that impacts of development projects be measured according to the overall distance that people drive, known as vehicle miles travelled (VMT) and no longer measured by level-of-service (LOS).
- f) A VMT analysis of the North McKay Ranch Subdivision Project was prepared, and two Draft EIR sections that were affected by CEQA’s change from LOS to VMT, the Transportation Section and the Land Use and Planning Section, were revised, as well as an update to the project description.
- g) In accordance with CEQA Guidelines Section 15088.5 for recirculating portions of an EIR, the North McKay Ranch Subdivision Project Partial Recirculation Draft EIR was prepared which included only the sections that were changed, and circulated to the State Clearinghouse (SCH#2019049166) for a 45-day review period from October 18, 2021 through December 1, 2021. A Notice of Availability of the Partially Recirculated Draft EIR was posted at the County Recorder’s office; mailed to property owners and tenants of parcels within the project area and parcels adjacent to/just outside of the project boundary, and to relevant agencies within the region, published in the Times Standard, and a copy of the Partially Recirculated Draft EIR placed at the Planning Division front counter, on October 18, 2021.

- h) Issues that were analyzed in the Draft EIR and Partial Recirculation Draft EIR include aesthetic resources, agricultural and forestry resources, air quality, biological resources, cultural and tribal resources, geology and soils, energy, greenhouse gas emissions and climate change, hazards hazardous materials, land use and planning, mineral resources, hydrology/water quality, noise, paleontological resources, population and housing, public services, recreation, transportation and traffic, utilities and service systems, wildfire and cumulative impacts.
- i) The Draft EIR and Partial Recirculation Draft EIR found that the following areas would not have significant impacts: Agricultural Resources (Farmland to Non-Agricultural Use), Agricultural Resources (Agricultural Zoning or Williamson Act Contract), Agricultural Resources (Pressures to Convert Farmland to Non-Agricultural Use), Geology, Soils, Seismicity (Septic or Alternative Wastewater Disposal Systems), Hazards and Hazardous Materials (Airports), Hydrology and Water Quality (Seiches, Tsunamis, or Mudflows), Mineral Resources (Mineral Resources of Statewide or Local Importance), Noise (Aviation Noise), Population and Housing (Displacement of Persons or Housing), Transportation (Air Traffic Patterns).
- j) The Draft EIR and Partial Recirculation Draft EIR identified potential significant impacts that can be mitigated to less than significant levels on aesthetics, air quality, biological resources, cultural resources, geology and soils, greenhouse gas emissions and climate change, hydrology/ water quality, noise, public services, recreation, utilities and service systems, transportation and traffic, and wildfire.
- k) The Draft EIR and Partial Recirculation Draft EIR identified significant impacts on greenhouse gas emissions and climate change, and wildfire, that cannot be mitigated to less than significant levels.
- l) All project changes required to avoid significant effects on the environment have been incorporated into the project and/or are made conditions of approval. A Mitigation Monitoring and Reporting Plan has been prepared in accordance with Humboldt County regulations and is designed to ensure compliance during project implementation and is recommended to be adopted in conjunction with project approval. The applicant must enter into an "Agreement to Implement a Mitigation Monitoring and Reporting Plan" as a condition of project approval (Condition of Approval No. 2).
- m) Evidence that has been received and considered includes: the application, technical studies/reports that have been peer reviewed and reflect the County's independent judgment and the FEIR, and information and testimony presented during public hearings before the Planning Commission and Board of Supervisors. These documents are on file in the Planning and Building Department (PLN-9902-GPA) and are hereby incorporated herein by reference.

- n) The County received comments from 36 agencies, organizations, and individual on the Draft EIR and the Partial Recirculation Draft EIR. The FEIR considered the comments received during the public review periods for the Draft EIR and Partial Recirculation Draft EIR and provided appropriate responses. In order to better address repetitive comments, the FEIR used Master Responses to address different topics. The Master Comment allows a more complete response to the comments made rather than individually responding to all the comments. The FEIR also included a refined project description to clearly identify where changes had been made to more clearly demonstrate how impacts were being addressed. Together, the Draft EIR, the Partial Recirculated Draft EIR, the Responses to Comments, the Revisions to the DEIR, the References, the FEIR Errata, the Appendices, and the Supplement to the Final EIR, constitute the Final EIR on the project.
- o) FINAL EIR -- RESPONSES TO COMMENTS.
The County prepared a Final EIR including responses to comments on the North McKay Ranch Subdivision Project Draft EIR and the Partial Recirculation Draft EIR. The Responses to Comments respond to comments that were received during the circulation periods for both documents. The Responses to Comments document (FEIR) was released to the public on December 20, 2021 and responded to all environmental points raised by persons and organizations that commented on the Draft EIR and the Partial Recirculation Draft EIR.
- p) FINAL EIR - The County responded to all comments on the Draft EIR and on the Partial Recirculation Draft EIR. The County received comments on the Draft EIR and the partially recirculated Draft EIR from public agencies, organizations, and individuals, and provided responses to all of the comment in the Final EIR.
- q) Electronic copies of the FEIR were provided to all agencies that provided comments on either the Draft EIR or the Partial Recirculation Draft EIR, and were provided a minimum of 10 days to review the document (December 21 2021 to December 30, 2021) prior to action by the Planning Commission on January 6, 2022.
- r) The Humboldt County Planning and Building Department, located at 3015 H Street, Eureka, CA 95501 is the custodian of documents and other materials that constitute the record of proceedings upon which the decision to certify the EIR is based.

2. FINDING:

The EIR was presented to the Board of Supervisors in its entirety and the Board of Supervisors reviewed and considered it before taking action to certify the Final EIR in its entirety and approve the project.

EVIDENCE

- a) The Board of Supervisors considered the EIR at public hearings on March 8 and March 22, 2022, and at the March 22, 2022 public hearing approved a motion of intent to approve the project with direction to staff to bring back a revised circulation element finding and condition of approval to

allow for pedestrian and bicycle improvements as an alternative to traffic signals at two intersections.

- b) Following the March 22, 2022 Board of Supervisor's hearing, in response to an additional comment received from the public, the County prepared a Supplement to the Final EIR assessing the impact of the Project on greenhouse gas emissions and climate change if conditioned to disallow the use of natural gas utilities. The Supplement to the Final EIR found that limiting the project to electric utilities only is feasible, and modified a mitigation measure to disallow natural gas utilities in the Project. The Supplement to the Final EIR and amended mitigation measure make not changes in the conclusion of the analysis.
- c) The Board of Supervisors reviewed and considered the Greenhouse Gas Emissions and Climate Change Supplement to the Final EIR, and the revised circulation element finding and condition of approval to allow for pedestrian and bicycle improvements as an alternative to traffic signals at two intersections, on March 7, 2023, where the Board of Supervisors considered the contents of the EIR in its entirety and received public comments prior to taking final action on the Final EIR.

3. FINDING

The Final EIR reflects the County of Humboldt's independent judgment and analysis.

EVIDENCE

- a) The EIR (DEIR/FEIR) was prepared by Stantec under contract to the County of Humboldt. Technical studies were provided by the applicant and by Stantec which were incorporated into the environmental analysis.
- b) The Board of Supervisors considered the information presented in the record relative to the FEIR and considered the public comments on the FEIR prior to taking action. The Board of Supervisors considered all public comments, including those made by subject matter experts. Based on the evidence in the public record, the Board of Supervisors finds that the FEIR adequately addresses all potential environmental impacts and presents adequate feasible mitigation to reduce impacts to a less than significant level.

4. FINDING:

EIR – ENVIRONMENTAL IMPACTS MITIGATED TO LESS THAN SIGNIFICANT. The Draft EIR and Partial Recirculation Draft EIR identified potential significant impacts that can be mitigated to less than significant levels on aesthetics, air quality, biological resources, cultural resources, geology and soils, greenhouse gas emissions and climate change, hydrology/ water quality, noise, public services, recreation, transportation, utilities and service systems, and wildfire.

EVIDENCE

- a) Potentially significant impacts to aesthetics have been mitigated to a less than significant level with incorporation of mitigation measures that require final design and lighting plan approval by the County prior to filing of each phase of the subdivision map.

- b) Potentially significant impacts to air quality have been mitigated to a less than significant level with incorporation of mitigation measures that require implementation of construction emissions minimization measures.
- c) Potentially significant impacts to biological resources have been mitigated to a less than significant level with incorporation of mitigation measures that require nesting bird and amphibian surveys prior to any clearing activities, replanting of riparian vegetation and creation of wetlands, enhancement of existing wetlands, utilizing appropriate culverts and recontouring an existing logging road.
- d) Potentially significant impacts to cultural resources have been mitigated to a less than significant level with incorporation of mitigation measures that require pre-construction worker awareness training and requirements in the event of inadvertent discovery of potential resources.
- e) Potentially significant impacts to geology and soils have been mitigated to a less than significant level with incorporation of mitigation measures that require site specific geotechnical investigations prior to filing each map, pre-construction worker awareness training for paleontological resources and requirements in the event of inadvertent discovery of potential resources.
- f) Potentially significant impacts to hydrology and water quality have been mitigated to a less than significant level with incorporation of mitigation measures that require stormwater pollution and prevention plans, drainage and stormwater quality management plans and a low impact development plan.
- g) Potentially significant impacts from noise have been mitigated to a less than significant level with incorporation of mitigation measures that require compliance with specific maximum noise limits for all mechanical equipment, measures to reduce noise from construction activity and traffic and construction vibration.
- h) Potentially significant impacts on public services have been mitigated to a less than significant level with incorporation of a mitigation measure that requires applicable school development fees to be paid prior to issuance of building permits.
- i) Potentially significant impacts on recreation have been mitigated to a less than significant level with incorporation of a mitigation measure that requires preparation of trail and open space plans and recordation in permanent easements prior to approval of the final improvement plans for each phase of the subdivision map.
- j) Potentially significant impacts on transportation have been mitigated to a less than significant level with incorporation of mitigation measures that require a specific traffic management plan to be submitted and approved prior to construction for each phase and the construction of adequate ADA sidewalks, curb ramps and crosswalks.
- k) Potentially significant impacts on utilities and service systems have been mitigated to a less than significant level with incorporation of mitigation measures that require the applicant to prepare and submit an approved

Water Supply, Pressure, and Storage Study to the Humboldt County Public Works to demonstrate that adequate water supplies are available for the proposed development including water for fire suppression and the installation of on-site recycling collection facilities.

5. FINDING:

EIR-ENVIRONMENTAL IMPACTS NOT MITIGATED TO LESS

THAN SIGNIFICANT – The proposed project would result in significant and unavoidable impacts that would not be mitigated to a less than significant level even with incorporation of mitigation measures from the EIR into the conditions of project approval, as further described in the evidence below. There are specific economic, legal, social, technological or other considerations which make infeasible mitigating these impacts to a less than significant level. (15091(a)(3))

- EVIDENCE:** a) The DEIR and the Supplement to the Final EIR found that project will have potentially significant impacts to greenhouse gas emissions and climate change that cannot be avoided. Because there are no CEQA significance thresholds developed by the local air quality district, the North Coast Air Quality Management District, the significance thresholds from the Sacramento Metro Air Quality Management District were utilized. The project would contribute annual greenhouse gas emissions that exceed these levels of significance and would therefore generate greenhouse gases that may have a significant impact on the environment. Mitigation measures have been included which require a carbon offset agreement with the City of Arcata which has verified forest carbon offsets from the Arcata Community Forest and EPA certified woodburning fireplaces, as well as a prohibition on woodburning devices in all residential units, and to disallow the use of natural gas utilities. However, these measures do not fully mitigate for the impact and no other feasible mitigation is available to reduce the emissions below this significance threshold. This was confirmed by the Greenhouse Gas Emissions and Climate Change Supplement to the Final EIR, which did not alter the conclusions of the analysis. Therefore, this impact was found to be significant and unavoidable.
- b) The DEIR found that the project which have potentially significant impacts from wildfires that cannot be avoided. Because the project as currently designed would not provide for the 100 foot defensible space required by Cal-Fire and the Humboldt Bay Fire Protection District the project would potential expose project occupants to pollutant concentrations from a wildfire, would require the installation of infrastructure that may exacerbate fire risk and would expose people or structures to significant risks associated with post-fire impacts. Mitigation measures have been included which a fire safety management plan to be implemented throughout the lifetime of the project and that the applicant either 1) revise the site plan to provide a 100 foot defensible space buffer on-site or 2) enter into a Memorandum of Agreement (MOA) with the County for provision of 70 feet of defensible space off-site (or as determined by the County but minimum of 100-foot total) on the County owned McKay Community

Forest. Either of these measures would reduce the level of significance however as there is uncertainty over the actual implementation of the measure requiring 100 feet of defensible space this is identified as a significant and unavoidable impact.

6. **FINDING:**

EIR-CEQA ALTERNATIVES TO THE PROPOSED PROJECT - In compliance with CEQA Guidelines section 15126.6, the DEIR considered several alternatives to the 320 unit subdivision project originally proposed. The EIR considered the alternatives described below which are more fully described in the DEIR. There are specific economic, legal, social, technological or other considerations which make infeasible the project alternatives identified in the EIR for reasons discussed below

EVIDENCE: a) Alternative No. 1: No Project Alternative.

The No Project Alternative assumes that the proposed project would not be implemented and that the project site would remain in its existing condition and used primarily for timber production. If Alternative 1 were selected, no change from existing conditions would occur.

The No Project Alternative would not meet any of the basic project objectives:

- Facilitate the creation of affordable housing opportunities to meet current and future demands for all housing levels.
- Support the County's economic development strategy and other efforts to retain and create living-wage job opportunities.
- Support individual rights to live in urban, suburban, rural or remote areas of the County while using a balanced approach to protect natural resources, especially open space, water resources, fisheries habitat and water quality in cooperation with state and federal agencies.
- Facilitate a more walkable and sustainable community and reduces traffic to major commercial centers.

The no project alternative would not support Humboldt County General Plan policies which encourage increased housing opportunities and walkable communities.

b) Alternative 2- Site Redesign.

The site redesign alternative would increase the size of lots located along the boundary adjacent to the North McKay Forest to provide 100 feet of defensible space for wildfire protection. This alternative would result in reduction of 10 single family dwelling units and 14 small lot single family dwelling units, for a total reduction of 24 single family lots.

The Site Redesign Alternative would not meet important basic project objectives:

- Facilitate the creation of affordable housing opportunities to meet current and future demands for all housing levels.

The removal of 24 single family homes from the project would reduce the number of units would result in a significant increase in the purchase price of the smaller lots which would reduce affordable housing opportunities and would also reduce the housing options provided by the proposed project and would therefore not support the County General Plan goals and policies.

c) Alternative 3- Reduced Density Alternative

The reduced density alternative would eliminate specific lots and result in a smaller overall development footprint. While the 22,000 square feet of commercial development could remain, the reduction would accommodate 150 multi-family units and 130 single family homes.

The reduced density alternative would not meet important basic project objectives:

- Facilitate the creation of affordable housing opportunities to meet current and future demands for all housing levels.
- Assist the County in meeting it's required housing inventory per State requirements.

Given the significant investment costs associated with bringing utilities and other infrastructure to the site, the reduced density alternative would potentially render the project economically infeasible. Were the project with a reduced density to remain economically viable it would reduce affordable housing opportunities reduce the housing options provided by the proposed project and would therefore not support the County General Plan goals and policies.

Additionally, as this project site is identified in the county's certified housing element as critical for meeting the County's regional housing needs, reducing the density would render the County out of compliance with its certified Housing Element.

d) Alternative Location CEQA Guidelines section 15126.6(2)(A) discusses that the key question in an alternative location analysis is whether any of

the significant effects of the proposed project would be avoided or substantially lessened by placing it in an alternative location need be considered for inclusion in the EIR. If the lead agency concludes that no feasible alternative location exists it must disclose the reasons for this conclusion. Three specific alternative locations were analyzed in the DEIR, all three southwest of the project site with similar zoning. Two of the sites were 320 to 360 acres and one site 72 acres and all theoretically large enough to accommodate the proposed project. All of these sites however are heavily timbered and significantly constrained with streams and gulch areas. Development of these alternative sites would result in similar or more significant impacts on air quality, biological resources, hydrology, aesthetics, transportation and greenhouse gases and would therefore not meet CEQA's objective of avoiding or substantially lessening a project's significant impacts and were therefore rejected from further consideration.

- e) Environmentally Superior Alternative. Each of the alternatives either avoided or minimized to a greater extent the impacts associated with the proposed project. When all the alternatives were considered, Alternative 3- Reduced Density- is considered to be the Environmentally Superior Alternative in the EIR. As noted above this alternative is not feasible.

The Environmentally Superior Alternative would have incrementally less environmental impacts to aesthetics, air quality, biological resources, cultural resources, geology and soils, hazards and hazardous materials, hydrology and water quality, noise, and traffic and transportation. Although there may be incremental reduction to many impacts only significant impacts to Wildfire would be fully avoided. All other impacts would still require the proposed mitigation.

This alternative would fail to meet the project objective to facilitate the creation of affordable housing across all income levels and to assist the county in meeting its regional housing needs.

7. FINDING

Mitigation Measure GHG-2 as amended is equivalent or more effective in mitigating or avoiding potential significant effects than the original mitigation measure. The amended mitigation measure will not, in itself, cause any potentially significant effect on the environment.

EVIDENCE

- a) The original mitigation measure required that if wood burning heating is used for the residential development, the project shall install wood burning stoves with catalytic converters and/or EPA certified woodburning fireplaces. Woodburning devices shall be prohibited in the multifamily residential.
- b) The revised mitigation measure requires that only electric fireplaces shall be used. The project shall be conditioned to prohibit the extension of natural gas utilities and shall utilize electricity only in providing air conditioning, heating water heating, lighting, plumbing, and any other utilities that are typically powered by natural gas. The project applicant may achieve the

same practical effect as the removal of woodburning devices or electrification through alternative building technologies (or methods) that can be demonstrated through an independent third-party consultant to result in a minimum reduction of 852 MTCO₂e in area source emissions and 87 MTCO₂e in energy emissions per year. Should such technologies or methods result in an equivalent reduction in area or energy emissions, wood burning devices and/or natural gas appliances may be used. The project applicant shall be responsible for costs associated with hiring the independent third-party consultant on behalf of the County of Humboldt to verify the emission reductions achieved by alternative building technologies or methods.

- c) The revised mitigation measure prohibits all woodburning stoves, all woodburning fireplaces and all woodburning devices in all residential units. Additionally, the project would be required to develop MM GHG-2 was applied to the CalEEMod modeling and represents approximately 528 852 MTCO₂e per year reduction in area source emissions. As required by Title 24, the project would install solar panels on the residential units and pursuant to MM GHG-2, the project would be required to develop as an all-electric development through the prohibition of the extension natural gas utilities. The all-electric measure results in a 66 percent reduction in GHG emissions from energy, a total of 87 MTCO₂e). The revised mitigation measure is superior to the original mitigation measure, and is more effective in mitigating or avoiding potential significant effects. The mitigation measure will not cause any potentially significant effect on the environment.

8. FINDING

EIR-STATEMENT OF OVERRIDING CONSIDERATIONS

In accordance with Section 15093 of the CEQA Guidelines, the County has evaluated the economic, legal, social, technological, or other benefits, including regionwide or statewide environmental benefits, of the project against its unavoidable environmental risks in determining whether to approve the project, and has determined that the specific economic, legal, social, technological, or other benefits, including regionwide or statewide environmental benefits, of the project outweigh its unavoidable, adverse environmental impacts so that the identified significant unavoidable impact(s) may be considered acceptable. The proposed project will provide benefits described herein to the surrounding community and the County as a whole. Each benefit set forth below constitutes a separate, independent, and severable overriding consideration warranting approval of the project, despite the unavoidable impacts. Substantial evidence in the record demonstrates that the County would derive the following benefits from the project:

EVIDENCE a) HOUSING NEEDS

There is a critical need for new housing opportunities in Humboldt County. The County has not seen housing developed at the rate needed to meet it

regional housing obligation. The Regional Housing Needs Allocation (RHNA) indicates that the County is expected to accommodate 3,390 new housing units within the four income levels between December 31, 2018, and August 31, 2027. RHNA shows that forty percent of the total housing units will need to be within the unincorporated areas of the County. This project would develop 320 units over a 15–20-year period and over the 8.7 year period the first six phases of this project would generate approximately 16 percent of the County's RHNA obligation. Approval of the project is important for meeting the County's housing needs and for complying with state housing law.

b) ECONOMIC BENEFITS

Potential economic impacts that could be generated from the project would extend into numerous areas of the economy, including significant employment gains in the immediate term from construction, increased income generated and spent in the local economy and increased tax revenue directed towards local and state entities. Approval of the project would provide important economic growth.

c) RECREATIONAL BENEFITS

The project would function as an extension of the Cutten community to the east and would provide substantial additional open space to the County's residents. Approximately 21.3 acres of forest lands would be preserved and dedicated to the County and access points will be provided within the development to connect to the existing McKay Community Forest. Approval of this project will contribute to a logical and orderly expansion of public recreational purposes to serve the surrounding community.

DECISION

NOW, THEREFORE, based on the above findings and evidence, the Humboldt Board of Supervisors:

1. Adopt the finding set forth in this resolution; and
2. Certify that the Final Environmental Impact Report for the North McKay Ranch Subdivision Project (SCH#: 2019049166) has been completed in compliance with CEQA, that the Final EIR, which includes the Supplement to the Final EIR, was presented to the Board of Supervisors, and that the Board of Supervisors has reviewed and considered the information contained in the FEIR before certification, and that the FEIR reflects the County's independent judgment and analysis; and
3. Adopt the Statement of Overriding Considerations; and
4. Adopt the Mitigation Monitoring and Reporting Program.

Adopted after review and consideration of all the evidence on March 7, 2023.



Steve Madrone, Chair
Chair of the Board, Humboldt County Board of Supervisors

Adopted on motion by Supervisor Bohn, seconded by Supervisor Arroyo
and the following vote:

AYES: Supervisors-- Bushnell, Bohn, Madrone, Wilson, Arroyo

NOES: Supervisors--

ABSENT: Supervisors--

ABSTAIN: Supervisors--

STATE OF CALIFORNIA)
County of Humboldt)

I, KATHY HAYES, Clerk of the Board of Supervisors, County of Humboldt, State of California, do hereby certify the foregoing to be a full, true and correct copy of the original made in the above entitled matter by said Board of Supervisors at a meeting held in Eureka, California as the same now appears of record in my office.

IN WITNESS WHEREOF, I have hereunto
set my hand and affixed the Seal of
said Board of Supervisors



NIKKI TURNER
Deputy Clerk of the Board of Supervisors of
the County of Humboldt, State of California

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF
CALIFORNIA

Certified copy of portion of proceedings; Meeting on March 7, 2023

Resolution No. 22-36

Resolution of the Board of Supervisors of the County of Humboldt ADOPTING FINDINGS FOR APPROVING A GENERAL PLAN AMENDMENT IN ASSOCIATION WITH THE NORTH MCKAY RANCH SUBDIVISION PROJECT, RECORD NO. PLN-9902-GPA.

WHEREAS, Kramer Properties submitted an application for a General Plan Amendment that would change approximately 18.5 acres of land designated as Residential low Density to residential Medium Density and approximately 2.2 acres of land designated as Residential Low Density to Commercial General; and

WHEREAS, the Planning and Building Department reviewed the application and supporting evidence and referred the application materials to applicable reviewing agencies for site inspections, comments and recommendations; and

WHEREAS, on January 6, 2022 the Planning Commission considered the application, and adopted a Resolution which recommended that the Board of Supervisors conditionally approve the General Plan Amendment; and

WHEREAS, the Board of Supervisors held public hearings, *de-novo*, on March 8, 2022 and March 22, 2022 and reviewed, considered, and discussed the application and evidence and considered all public testimony and evidence presented at the hearing; and

WHEREAS, the Board of Supervisors closed the public hearing on March 22, 2022 and approved a motion of intent to approve the North McKay Ranch Subdivision Project with the direction for staff to bring the project back on the consent agenda of April 5, 2022; and

WHEREAS, following the Board of Supervisor's March 22, 2022 public hearing, in consultation with the Applicant, a Supplement to the Final EIR was prepared, and brought back to the Board of Supervisors' advertised public hearing on March 7, 2023; and

Now, THEREFORE BE IT RESOLVED, that the Board of Supervisors makes all the following findings:

1. **FINDING:**

PROJECT DESCRIPTION

Amending the Humboldt County General Plan to change approximately 18.5 acres of land designated as Residential low Density to residential Medium Density and approximately 2.2 acres of land designated as Residential Low Density to Commercial General.

EVIDENCE:

- a) Evidence in File (PLN-9902-GPA)
- b) The project description is based on the information submitted as part of the application package, and all subsequent technical documents and information used to evaluate the project.
- c) These documents are on file in the Planning Department and are hereby incorporated herein by reference.

2. **FINDING:**

THE GENERAL PLAN AMENDMENT IS IN THE PUBLIC INTEREST

EVIDENCE:

- a) The General Plan Amendment provides an increased range of densities which is needed to provide housing opportunities across a range of income ranges.
- b) The Humboldt County Housing Element identified that this project site could provide 323 units as part of the housing opportunity inventory. The County is significantly behind in providing housing to meet its regional housing obligations. The county's projected housing needs for the current period (2019-2027) is 1,413 units spread across all housing income categories. These amendments allow for the project to provide for 320 units over a variety of different housing income categories.
- c) As demonstrated by the significant deficit in available housing, there is a significant need for housing in Humboldt County and it is in the public interest to facilitate housing development.
- d) The amendment results in a portion of the property being developed for neighborhood commercial facilities which will serve the needs of the residents of the development and result in less vehicle miles traveled for convenience items.
- e) Lastly, the amendment facilitates the transfer of approximately 21.73 acres to the County for future trails and open space which will serve the public.

3. **FINDING:**

APPROVAL OF THE GENERAL PLAN AMENDMENT IS CONSISTENT WITH THE GUIDING PRINCIPLES IN SECTION 1.4 OF THE GENERAL PLAN

EVIDENCE:

- a)
 - 1. *Ensure that public policy is reflective of the needs of the citizenry of a democratic society as expressed by the citizens themselves.* The General Plan Amendment will implement the policy focus of the Housing Element and provide a range of housing opportunities for a variety of household incomes.
 - 2. *Preserve and enhance the diverse character of Humboldt County and the quality of life it offers.* The General Plan Amendment will allow a range of housing types to meet the needs of many different income levels.

3. *Promote and facilitate the creation of affordable housing opportunities to meet current and future demands for all income levels.* The General Plan Amendment allows a higher density on some parcels which will provide housing that is more affordable by design.
4. *Cooperate with service providers and promote efficient use of roads, water, and sewer services by encouraging development that is consistent with Land Use maps contained in the General Plan. Support home construction methods and alternative wastewater systems that are proven to minimize threats to human health and safety with a goal of reducing energy and water usage.* The applicant and County have been coordinating with the Humboldt Community Services district and as identified in the EIR there is a need to install a new sewer line and install a new water tank which are requirements of this project.
5. *Support the County's economic development strategy and other efforts to retain and create living-wage job opportunities.* The provision of housing will create jobs to construct the housing and install the infrastructure.
6. *Encourage, incentivize and support agriculture, timber ecosystem services and compatible uses on resource lands.* As part of the dedication of the McKay Forest this property was set aside for development. This is no longer a resource land and so development this parcel is consistent with this provision.
7. *Support individual rights to live in urban, suburban, rural or remote areas of the County while using a balanced approach to protect natural resources, especially open space, water resources, fisheries habitat and water quality in cooperation with state and federal agencies.* This parcel was identified as a non-resource land as part of setting aside the McKay Forest. The proposed development has been analyzed in an EIR prepared for the proposed project.
8. *Adhere to practical strategies that can be implemented utilizing constructive cooperation and common sense.* This is a unique proposal on a unique property that has required sound reasoning in order to apply appropriate conditions and mitigation measures that balance the need for improvements with the impact which can be assigned to the project.
9. *Provide a clear statement of land use values and policies to provide clarity in the County's permit processing system and simplify review of projects.* Within the Housing Element this parcel is identified as a priority location for housing. The fact that the project proponent is proposing a range of housing types makes this even more of a priority from a County Policy standpoint.
10. *Maximize the opportunities to educate the public about the planning process, in order to have meaningful participation in the development and maintenance of the Plan. In addition to the legal notices for the CEQA*

document review and public hearings there have been press releases to notify the public that they may participate in the review of this project.

11. Support a broad public participation program at all levels of the decision making process; including study, workshops, hearings, a citizens handbook and plan revisions. The Planning Commission and Board of Supervisors consideration of this project occurred at notice and advertised public hearings.

FINDING:

THE GENERAL PLAN AMENDMENT IS CONSISTENT WITH APPLICABLE GOALS OF THE GENERAL PLAN

EVIDENCE:

- a) The Residential Medium Density designation is used in areas with full urban services and where common-walled units and apartments are appropriate, including duplexes, townhouses, and apartments and manufactured home park developments. Design review can be used to ensure compatibility with neighborhood character. The allowable density is 7-30 units per acre. The land use designation of approximately 18.5 acres of RL designated property will be redesignated as RM to accommodate 174 multi-family units, at an average of 9 units per acre which is within the range specified in the RM designation.
- b) The Commercial General (CG) designation is intended to classify lands that because of their location, access, and availability of services are suitable for commercial development. This includes retail trade services that are easily accessible, compatible and geared for local neighborhood or regional needs. A total of 2.2 acres of RL designated land will be redesignated as CG to accommodate 22,000 square feet of office and neighborhood commercial space that will serve the development and surrounding community.
- c) Goal C-G1 Circulation System Safety and Functionality. A safe, efficient, accessible and convenient circulation system in and between cities, communities, neighborhoods, hamlets, and adjoining regions taking into consideration the context-specific needs of all users, consistent with urban, suburban, rural or remote community character.

The amendment facilitates a project that includes various intersection improvements that would help minimize traffic congestion in the vicinity of the proposed project, and includes pedestrian pathways which would connect the new development to the existing community and surrounding recreational opportunities.

- d) Goal C-G4 Access to Active Transportation. Improved access to non-motorized modes of transportation, including walking, bicycling, horseback riding and hiking.

The amendment facilitates the construction of the McKay Community Forest trail segments that are within the project boundary and provides for a bus stop in the vicinity of the commercial development and bike lanes within the public rights-of-way.

- e) Goal H-G2 Housing Diversity. An adequate supply of all types of affordable

housing for all income levels in all areas of the County, including urban, suburban, rural, hamlet and remote areas.

The amendment is necessary to facilitate a mixed-use development which would include 146 single-family houses and 174 multi-family units. The development would provide for a range of income levels, with 18 affordable units, 50 smaller (less than 5,000 square feet) single-family lots, and 96 larger lots measuring 6,600 square feet or more.

- f) Goal G-3 Workforce Housing. An adequate supply of rental and homeownership opportunities affordable to wage earners within close proximity to local businesses, recreational facilities, community services, transit corridors and schools.

The development associated with the amendment places new residences and new commercial uses near existing residential, business, and community services. The range of unit types, including multi-family and single-family residential, would provide for ownership and rental opportunities for wage earners. The nearest transit stop is approximately 0.2 mile to the west, the nearest elementary school is adjacent to the site, and more extensive employment, commercial, health and other services and opportunities are approximately 1 mile to the north.

- g) Goal ED-G6. Competitive Quality of Life calls for maintained and enhanced natural resources, recreational opportunities, quality education, vibrant town centers, access to employment, housing, retail, health care, childcare, safety, multimodal transportation, advanced telecommunications, and cultural and natural amenities.

The amendment facilitates the dedication and development of trails to provide access to adjacent recreational and open space opportunities and proposed commercial spaces and would be located within one mile of retail, childcare, transportation, employment and retail opportunities.

- h) Goal CO-G4. Parks and Recreation calls for maintained and accessible parks offering a range of popular recreation opportunities and a regional trail system that meets future recreational and non-motorized transportation demands. The amendment makes possible the project that includes designating and preserving 21.73 acres of permanent open space through a permanent easement dedicated to the County. In addition, 20-foot wide trail easements and trail connections would be provided on-site to connect to the future public trails to the McKay Community Forest.

- i) Goal CO-G5: Open Space and Residential Development. Orderly residential development of open space lands that protects natural resources, sustains resource production, minimizes exposure to natural hazards, and seeks to minimize the costs of providing public infrastructure and services.

The project location is adjacent to developed lands, including community playfields at Redwood Fields Park, and would be provided with public water and sewer from HCSD, as outlined in the approved MSR. The Eureka

Community Plan calls for the site's development, and the Housing Element identifies 5 of the 7 APNs as available for residential development in the Residential Land Inventory. 21.73 acres of permanent open space would be preserved and dedicated to the County through an easement or conveyed in fee. Additionally, 20-foot-wide trail easements and constructed trail connections would connect the future public trails to the McKay Community Forest.

- j) Goal BR-G2: Sensitive and Critical Habitat calls for mapped inventory of sensitive and critical habitat where biological resource protection policies apply. Numerous biological resource surveys have been prepared and utilized to support project planning. Based on the results of the literature and database review and field surveys, a thorough inventory of sensitive and critical habitat within the project site has been mapped. This inventory is found in the Draft EIR and refined in the Final EIR.
- k) Goal BR-G3: Benefits of Biological Resources calls for Fish and wildlife habitats protected on a sustainable basis to generate long-term public, economic, and environmental benefits. Mitigation measures are included in the DEIR in order to minimize potential impacts on fish and wildlife habitats. These mitigations measures are primarily found in the biological resources section and hydrology and water quality section. No significant and unavoidable impacts to biological resources were identified in the environmental review.

FINDING:

THE GENERAL PLAN AMENDMENT IS CONSISTENT WITH APPLICABLE GOALS OF THE EUREKA COMMUNITY PLAN

- 3. **EVIDENCE:**
 - a) Goal 2510.1: To protect resource production lands (agriculture, timberlands) in the outlying areas by concentrating future development around existing communities and infrastructure.
Although the proposed project area consists of a previously undeveloped area with timber harvesting operations, the area has been identified in the Eureka Community Plan as an area proposed for future development.
 - b) Goal 2610.2: To protect the area's numerous drainage gulches (greenway/open space areas) while providing for development along hillside terrain.
The amendment facilitates the designation of 21.73 acres of permanent open space, including areas of steep slopes and drainages to be preserved through the establishment of permanent easements.
 - c) Goal 2610.3: To provide opportunities for public recreation.
The amendment facilitates the designation of 21.73 acres of permanent open space, including areas of steep slopes and drainages, to be preserved through the establishment of permanent easements.
- 4. **FINDING:** **CEQA** – The County has complied with the California Environmental Quality Act.
- EVIDENCE:**
 - a) An Environmental Impact Report (EIR) has been prepared and circulated for public review pursuant to sections 15080 through 15097 of the CEQA Guidelines. As part of the review of this project the Humboldt County Board of Supervisors adopted Resolution No. 23- __ certifying the Final

Environmental Impact Report prepared for the project, adopting Statements of Overriding Considerations, making the required CEQA findings prior to approving the project, and adopting the Mitigation Monitoring and Reporting Plan for implementation of the mitigation measures contained in the EIR.

DECISION

NOW, THEREFORE, based on the above findings and evidence, the Humboldt County Board of Supervisors do hereby:

- Adopt the findings set forth in this resolution; and
- Amends the General Plan as shown on the Attached Map included as Exhibit A

Adopted after review and consideration of all the evidence on March 7, 2023.



Steve Madrone, Chair
Humboldt County Board of Supervisor

Adopted on motion by Supervisor Bohn, seconded by Supervisor Arroyo and the following vote:

AYES: Supervisors-- Bushnell, Bohn, Madrone, Wilson, Arroyo
NOES: Supervisors--
ABSENT: Supervisors--
ABSTAIN: Supervisors--

STATE OF CALIFORNIA)
County of Humboldt)

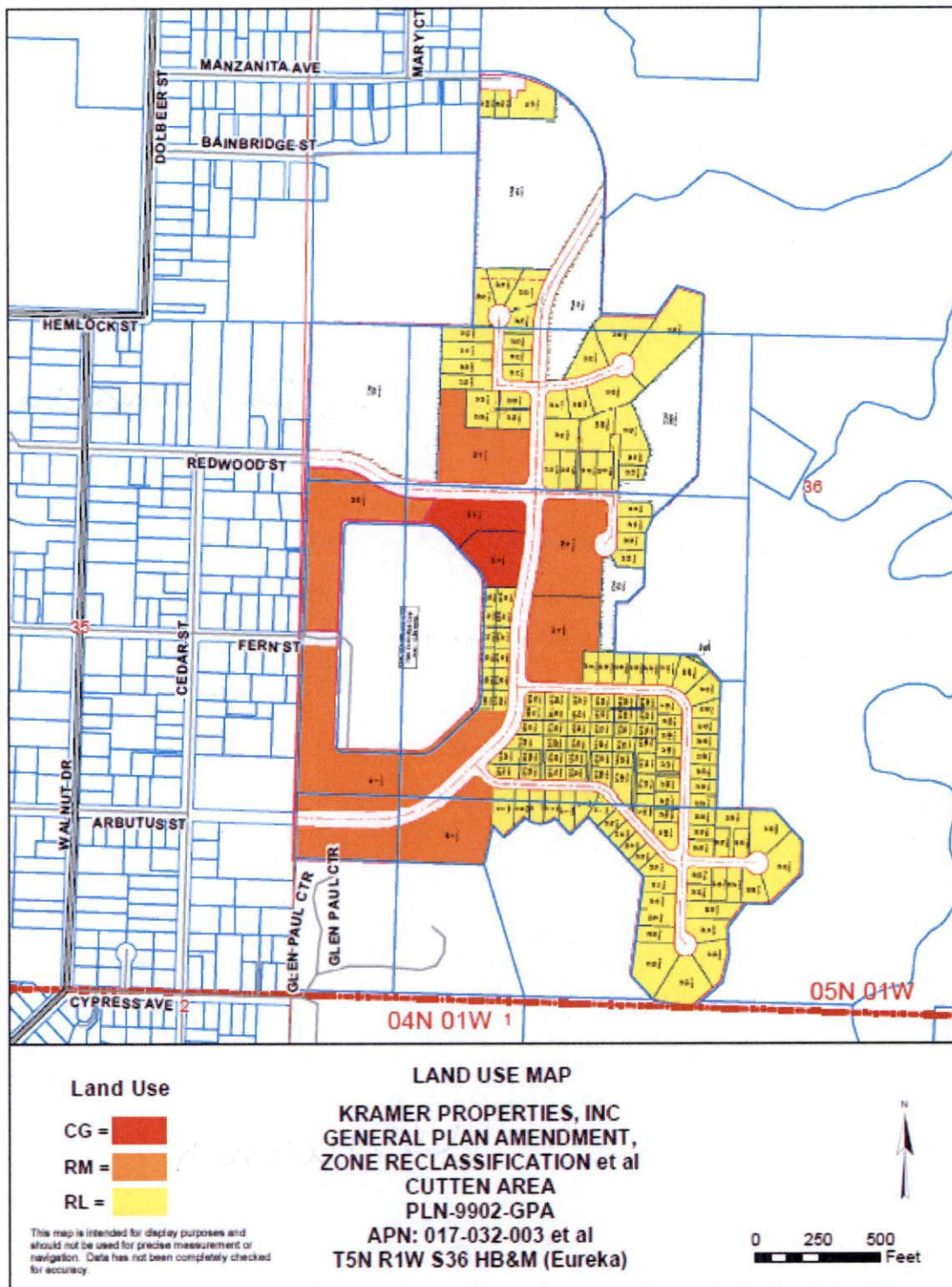
I, KATHY HAYES, Clerk of the Board of Supervisors, County of Humboldt, State of California, do hereby certify the foregoing to be a full, true and correct copy of the original made in the above entitled matter by said Board of Supervisors at a meeting held in Eureka, California as the same now appears of record in my office.

IN WITNESS WHEREOF, I have hereunto
set my hand and affixed the Seal of
said Board of Supervisors



NIKKI TURNER
Deputy Clerk of the Board of Supervisors of the
County of Humboldt, State of California

Exhibit A – Land Use Map



BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF
CALIFORNIA

Certified copy of portion of proceedings; Meeting on March 7, 2023

Resolution No. 23-37

Resolution of the Board of Supervisors of the County of Humboldt ADOPTING AN ORDINANCE RECLASSIFYING THE ZONING OF PROPERTY ASSOCIATED WITH THE NORTH MCKAY RANCH SUBDIVISION PROJECT, RECORD NO. PLN-9902-GPA.

WHEREAS, Kramer Properties submitted an application to reclassify approximately 18.5 acres of land currently zoned Residential One Family (R-1) as Apartment-Professional (R-4) and approximately 2.2 acres of land currently zoned Residential One Family as Neighborhood Commercial (C-1); and

WHEREAS, the Planning and Building Department reviewed the application and supporting evidence and referred the application materials to applicable reviewing agencies for site inspections, comments and recommendations; and

WHEREAS, on January 6, 2022 the Planning Commission considered the application, and adopted a Resolution which recommended that the Board of Supervisors approve the Zone Reclassification as proposed; and

WHEREAS, the Board of Supervisors held a public hearing, *de-novo*, on March 8, 2022 and March 22, 2022 and reviewed, considered, and discussed the application and evidence and considered all public testimony and evidence presented at the hearing; and

WHEREAS, the Board of Supervisors closed the public hearing on March 22, 2022 and approved a motion with intent to approve the North McKay Ranch Subdivision Project with the direction for staff to bring the project back on the consent agenda of April 5, 2022; and

WHEREAS, following the Board of Supervisor's March 22, 2022 public hearing, in consultation with the Applicant, a Supplement to the Final EIR was prepared and brought back to the Board of Supervisors for the advertised public hearing on March 7, 2023; and

Now, THEREFORE BE IT RESOLVED, that the Board of Supervisors makes all the following findings:

1. **FINDING:** **PROJECT DESCRIPTION**

Amending section 311-7 of the Humboldt County Code by reclassifying the property described in the Attached Exhibit A as follows: approximately 18.5 acres of R-1 Residential One Family with combining zones indicating Planned Unit Development (P), Recreation (R), and Greenway and Open Space (GO), to Apartment Professional (R-4) with combining zones indicating Planned Unit Development (P), Recreation (R), and Greenway and Open Space (GO), and 2.2 acres of Residential One Family with combining zones indicating Planned Unit Development (P), Recreation (R), and Greenway and Open Space (GO) to Neighborhood Commercial (C-1) with combining zones indicating Planned Unit Development (P), Recreation (R), and Greenway and Open Space (GO).

- EVIDENCE:**
- a) Evidence in File (PLN-9902-GPA)
 - b) The project description is based on the information submitted as part of the application package, and all subsequent technical documents and information used to evaluate the project.
 - c) These documents are on file in the Planning Department and are hereby incorporated herein by reference.

2. **FINDING: THE ZONING MAP AMENDMENT IS IN THE PUBLIC INTEREST**

- EVIDENCE:**
- a) The zone reclassification provides an increased range of densities which is needed to provide housing opportunities across a range of income ranges.
 - b) The Humboldt County Housing Element identified that this project site could provide 323 units as part of the housing opportunity inventory. The County is significantly behind in providing housing to meet its regional housing obligations. The county's projected housing needs for the current period (2019-2027) is 1,413 units spread across all housing income categories. These amendments allow for the project to provide for 320 units over a variety of different housing income categories.
 - c) As demonstrated by the significant deficit in available housing, there is a significant need for housing in Humboldt County and it is in the public interest to facilitate housing development.
 - d) The project results in a portion of the property being developed for neighborhood commercial facilities which will serve the needs of the residents of the development and result in less vehicle miles traveled for convenience items. .
 - e) Lastly, the amendment facilitates the transfer of approximately 21.73 acres to the County for future trails and open space which will serve the public.

3. **FINDING: THE AMENDMENT IS CONSISTENT WITH THE HUMBOLDT COUNTY GENERAL PLAN**

- EVIDENCE:**
- a) The Residential Medium Density designation is used in areas with full urban services and where common-walled units and apartments are appropriate, including duplexes, townhouses, and apartments and manufactured home park developments. Design review can be used to ensure compatibility with neighborhood character. The allowable density is 7-30 units per acre. The land use designation of approximately 18.5 acres of RL designated

property will be redesignated as RM to accommodate 174 multi-family units, at an average of 9 units per acre which is within the range specified in the RM designation.

- b) The Commercial General (CG) designation is intended to classify lands that because of their location, access, and availability of services are suitable for commercial development. This includes retail trade services that are easily accessible, compatible and geared for local neighborhood or regional needs. A total of 2.2 acres of RL designated land will be redesignated as CG to accommodate 22,000 square feet of office and neighborhood commercial space that will serve the development and surrounding community.
- c) In accordance with UL-P1 Urban Development Areas, the County shall plan Urban Development Areas and implement land use regulations to support business expansion, housing opportunities and investments in infrastructure. The project site is located within the Urban Development Area and within an adopted housing opportunity zone intended to facilitate additional housing development. The project will add 320 housing units, expansion of business through the additional 22,000 square feet of commercial space and will result in additional public infrastructure.
- d) Policy IS-P9. District Boundaries, Spheres of Influence, and Community Plans requires district boundaries, spheres of influence, municipal service reviews, and community plans shall be mutually compatible and support the orderly development and timing of infrastructure and services. The proposed project includes annexing to HCSD and extending and installing necessary infrastructure to serve the project. A sewer line will also be extended to Hemlock Street and Walnut Drive to provide sanitary sewer facilities to the proposed project
- e) Goal H-G2: Housing Diversity calls for an adequate supply of all types of housing affordable for all income levels in all areas of the County, including urban, suburban, rural, hamlet and remote areas. The zone reclassification facilitates a mixed-use development which would include 146 single-family houses and 174 multi-family units providing for a range of income levels, with 18 affordable units, 50 smaller (less than 5,000 square feet) single-family lots, and 96 larger lots measuring 6,600 square feet or more.
- f) Goal H-G3: Workforce Housing calls for an adequate supply of rental and homeownership opportunities affordable to wage earners within close proximity to local businesses, recreational facilities, community services, transit corridors and schools.
The zone reclassification facilitates a mixed-use development that would place residences and new commercial uses near existing residential, business, and community services. The range of unit types, including multi-family and single-family residential, would provide for ownership and rental opportunities. The nearest transit stop is approximately 0.2 mile to the west, the nearest elementary school is adjacent to the site, and more extensive employment, commercial, health and other services and opportunities are approximately 1 mile to the north.
- g) Policy H-P21: Siting of Multifamily Housing Developments assures that

the County shall plan, prioritize, and support development proposals that locate multifamily uses along major transportation corridors, near transit stops, public services, recreation areas, neighborhood commercial centers and work opportunities.

The reclassification facilitates a mixed-use development located approximately 0.3 mile from the neighborhood commercial area at Maple Avenue and Fern Avenue, and adjacent to existing recreational opportunities. The nearest transit stop is approximately 0.2 mile to the west, the nearest elementary school is adjacent to the site, and more extensive employment, commercial, health and other services and opportunities are approximately 1 mile to the north.

- h) Policy H-P22: Allowances for a Mixture of Housing Sizes and Types states the County shall allow a variety of housing types and sizes in all residential areas served by public sewer to encourage a mix of housing opportunities for all income categories.

The reclassification results in a variety of housing types, including 96 larger single-family lots (6,600 square feet or greater), 50 smaller single-family lots (less than 5,000 square feet), and 174 multi-family units; 18 housing units would be affordable. The residences would be served by public sewer through HCSD.

- i) Goal ED-G6: Competitive Quality of Life calls for maintained and enhanced natural resources, recreational opportunities, quality education, vibrant town centers, access to employment, housing, retail, health care, childcare, safety, multimodal transportation, advanced telecommunications, and cultural and natural amenities.

The proposed project associated with the reclassification includes trails to provide access to adjacent recreational and open space opportunities and proposed commercial spaces and would be located within one mile of retail, childcare, transportation, employment and retail opportunities.

- j) Policy BR-P1: Compatible Land Uses ensures areas containing sensitive habitats shall be planned and zoned for uses compatible with the long-term sustainability of the habitat. Discretionary land uses and building activity in proximity to sensitive habitats shall be conditioned or otherwise permitted to prevent significant degradation of sensitive habitat, to the extent feasible consistent with California Department of Fish and Wildlife guidelines or recovery strategies.

The project site contains combining zones for the protection of habitat and open space through the Eureka "GO" Greenway and Open Space combining zone and the reclassification will retain this important combining zone to ensure the long-term sustainability of the habitat.

- k) Policy CU-P2: Native American Tribal Consultation

Native American Tribes shall be consulted during discretionary project review for the identification, protection and mitigation of adverse impacts to significant cultural resources. At their request, Tribes shall be afforded the opportunity to review and provide comments to the County early in project review and planning (screening) about known or potential Tribal cultural resources located in project areas within their respective tribal geographical

area of concern.

The following Tribes were contacted regarding the project:

- Wiyot Tribe
- Bear River Band of the Rohnerville Rancheria
- Blue Lake Rancheria

The above Tribes were contacted as part of the referral process as soon as the project was submitted to the County. Formal consultation pursuant to SB 18 and AB 52 occurred. Representatives of all three tribes responded that no further consultation was desired.

- 1) Policy S-P19: Conformance with State Responsibility Areas (SRA) Fire Safe Regulations requires development shall conform to Humboldt County SRA Fire Safe Regulations.

The proposed project is located in an SRA with a high fire severity classification. The proposed project would be constructed in compliance with all applicable federal, state, and local regulations pertaining to fire safety. MM WF-1 would be implemented in order to ensure that safety measures are put in place in accordance with CAL FIRE and Humboldt County regulations.

The Zone Reclassification is consistent with the Eureka Community Plan.

4. **FINDING:**
EVIDENCE:

- a) Goal 2510.1: To protect resource production lands (agriculture, timberlands) in the outlying areas by concentrating future development around existing communities and infrastructure.

Although the rezone area consists of a previously undeveloped area with timber harvesting operations, the area has been identified in the Eureka Community Plan as an area proposed for future development.

- b) **Policy 2620.1. Residential Density and Lot Sizes:**

- a. *The Eureka Community Plan density for all Residential Single Family (RL) designations shall be from 1 to 6 dwelling units per acre.*
- b. *The Eureka Community Plan density for all Residential Multiple Family (RM) designations shall be from 7 to 30 dwelling unit per acre.*
- c. *The minimum lot sizes for all Residential zoning districts (R-1, R-2, R-3, R-4) with the exception of the Residential Suburban (RS) zone, shall be 6,000 square feet, unless otherwise specified on the zoning maps.*

The zone reclassification facilitates a project that would have an average density of 3.8 dwelling units per acre for the residential single-family designation (RL) with 96 larger (6,600-square-foot to 39,670-square-foot) lots and 50 smaller (4,758-square-foot) lots and 9 dwelling units per acre for the residential multiple family designation (RM) with 174 multi-family units. The smaller single-family residential lot sizes would be allowed through a Planned Unit Development.

- c) Policy 2620.8. North McKay Tract requires development of this area shall include at least three access points onto Walnut Drive (the extension of Redwood, Fern and Arbutus Streets). Development of this area should also include a through road and its northerly extension to the intersection of

Manzanita and Harrison Avenue. Development of the property should occur with an approved plan and rights-of-way for the through road. The timing for extension of each street shall be determined by Public Works.

The reclassification facilitates a project that would have two primary access points, Redwood Street and Arbutus Street, which would be extended to access 320 units (all but three single-family residential lots), the commercial space, and the open space. Fern Street would provide secondary access to two lots because it currently terminates at the adjacent community ballfields at Redwood Fields Park and does not provide an opportunity for a connection. Manzanita Avenue would access three single-family residential lots. The project does not include a through-road and would not provide a future extension to the intersection of Manzanita and Harrison Avenues.

The North McKay Tract was previously rezoned from TPZ to Residential One-Family (R-1), with combining zones indicating Planned Unit Development (P), Recreation (R), and Greenway and Open Space (GO), which is consistent with this policy. The project proposes a total of 320 units with a range of lot sizes, trails, and permanent open space.

The total Immediate Rezone area of the North McKay Tract is approximately 81 acres. The parcel has been given combining zones to facilitate development of a 10-acre minimum youth sports field facility with a surrounding low density residential community.

The Planned Unit Development limits the number of dwelling units to 320. The Planned Unit Development should include a clustering of homesites with lot sizes ranging from 4,000 square feet (adjacent to the park) to 9,600 square feet (along the bluff), enabling a large portion of land to be preserved through a permanent easement as open space.

5. **FINDING:** **THE ZONE RECLASSIFICATION 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 MID-POINT OF THE DENSITY RANGE SPECIFIED IN THE PLAN DESIGNATION).**

EVIDENCE: a) This property was identified in the 2019 Humboldt County Regional Housing Needs Assessment (RHNA) Plan as critical to fulfill the County's mandated requirement to provide a "fair share" of the County's projected housing needs for the current RHNA cycle of December 31, 2018 through August 31, 2027. In this assessment the parcel was determined to be available for adding 323 residential units to the County's housing inventory/ This assessment was based on an estimated property size of 87 acres however the actual assessed size of the property is 81 acres. Accordingly, the project that this zone reclassification facilitates will provide a higher density than that which was utilized for the Regional Housing Needs Assessment.

6. **FINDING:** **CEQA** – The County has complied with the California Environmental Quality Act.

EVIDENCE: a) An Environmental impact Report (EIR) has been prepared and circulated for public review pursuant to sections 15080 through 15097 of the CEQA Guidelines. As part of the review of this project the Humboldt County Board of Supervisors adopted Resolution No. 23- __ certifying the Final Environmental Impact Report prepared for the project, adopting Statements of Overriding Considerations, making the required CEQA findings prior to approving the project, and adopting the Mitigation Monitoring and Reporting Plan for implementation of the mitigation measures contained in the EIR.

DECISION

NOW, THEREFORE, based on the above findings and evidence, the Humboldt County Board of Supervisors do hereby:

- Adopt the findings set forth in this resolution; and
- Adopt the Zone Reclassification Ordinance included as Attachment 2b-i to the Agenda Item.

Adopted after review and consideration of all the evidence on March 7, 2023.


Steve Madrone, Chair
Humboldt County Board of Supervisor

Adopted on motion by Supervisor Bohn, seconded by Supervisor Arroyo and the following vote:

AYES: Supervisors-- Bushnell, Bohn, Madrone, Wilson, Arroyo
NOES: Supervisors--
ABSENT: Supervisors--
ABSTAIN: Supervisors--

STATE OF CALIFORNIA)
County of Humboldt)

I, KATHY HAYES, Clerk of the Board of Supervisors, County of Humboldt, State of California, do hereby certify the foregoing to be a full, true and correct copy of the original made in the above entitled matter by said Board of Supervisors at a meeting held in Eureka, California as the same now appears of record in my office.



IN WITNESS WHEREOF, I have hereunto
set my hand and affixed the Seal of
said Board of Supervisors



NIKKI TURNER

Deputy Clerk of the Board of Supervisors of
the County of Humboldt, State of California

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF
CALIFORNIA

Certified copy of portion of proceedings; Meeting on March 7, 2023

Resolution No. 23-38

Resolution of the Board of Supervisors of the County of Humboldt ADOPTING FINDINGS FOR APPROVING A TENTATIVE SUBDIVISION MAP, PLANNED UNIT DEVELOPMENT, AND SPECIAL PERMIT FOR THE NORTH MCKAY RANCH SUBDIVISION PROJECT, RECORD NO. PLN-9902-GPA.

WHEREAS, Kramer Properties submitted an application for a Tentative Subdivision Map, Planned Unit Development, Development Agreement and Special Permit for a mixed-use development with 320 residential units and approximately 22,000 square feet of commercial development. The Tentative Subdivision Map would create 146 single-family lots, 6 lots to support construction of up to 174 multi-family residential units, 2 commercial parcels supporting up to approximately 22,000 square feet of commercial space and 6 parcels totaling 21.73 acres to be dedicated to the County for future trail management and open space; and

WHEREAS, the Planning and Building Department reviewed the application and supporting evidence and referred the application materials to applicable reviewing agencies for site inspections, comments and recommendations; and

WHEREAS, on January 6, 2022 the Planning Commission considered the application, and adopted a Resolution which recommended that the Board of Supervisors conditionally approve the Tentative Subdivision Map, Planned Unit Development, and Special Permit for the North McKay Ranch project; and

WHEREAS, the Board of Supervisors held public hearings, *de-novo*, on March 8, 2022 and March 22, 2022 and reviewed, considered, and discussed the application and evidence and considered all public testimony and evidence presented at the hearing; and

WHEREAS, the Board of Supervisors closed the public hearing on March 22, 2022 and approved a motion to approve the Tentative Subdivision Map, Planned Unit Development and Special Permit for the North McKay Ranch Subdivision Project with the direction for staff to bring a revised finding and condition of approval relative to intersection improvements back on the consent agenda of April 5, 2022; and

WHEREAS, following the Board of Supervisor's March 22, 2022 public hearing, in consultation with the Applicant, a Supplement to the Final EIR was prepared, and the

revised finding and condition of approval relative to intersection improvements, and an amended mitigation measure, were brought back to the Board of Supervisors' advertised public hearing on March 7, 2023; and

Now, THEREFORE BE IT RESOLVED, that the Board of Supervisors makes all the following findings:

1. FINDING:

PROJECT DESCRIPTION

The proposed project would be constructed on approximately 81 acres and would involve a mixed-use development with 320 residential units, approximately 22,000 square feet of commercial development, an off-site sewer line, and an off-site water storage tank. The proposed land uses would include single-family dwellings, multi-family dwellings, and neighborhood commercial. The residential mix could include 146 single-family houses and 174 multi-family units. Two proposed commercial parcels would contain approximately 22,000 square feet of commercial space. Approximately 21.73 acres would remain as undeveloped open space that would be dedicated to the County for future trail management or conveyed in fee. The off-site water storage tank would be owned and managed by the Humboldt Community Services District (HCSD) and would support the proposed development. The proposed project is anticipated to be developed in nine phases over a period of 20 years, but a final phasing plan would be based on market conditions. The proposed project would require annexation into HCSD for the provision of utilities. A Special Permit is required for work within Streamside Management Areas for two isolated wetlands in the northern part of the project, a wetland at the proposed location of the Arbutus Street extension and stream crossings related to the extension of Redwood Street. A total of 0.168 acres of wetlands would be impacted and 0.050 acres of riparian habitat will be impacted as a result of the project.

EVIDENCE: a) Evidence in File (PLN-9902-GPA)

b) The project description is based on the information submitted as part of the application package, and all subsequent technical documents and information used to evaluate the project.

c) These documents are on file in the Planning Department and are hereby incorporated herein by reference.

2. FINDING:

CONFORMANCE WITH 2017 HUMBOLDT COUNTY GENERAL PLAN, OPEN SPACE PLAN, AND THE OPEN SPACE ACTION PROGRAM (CO-IM5) As conditioned, the project is in conformance with the Humboldt County General Plan, Open Space Plan, and the Open Space Action Program.

EVIDENCE: a) The Residential Low Density (RL) Land Use Designation is used for areas suitable for residential use where urban services are available or are anticipated to be available. Single family units on individual lots are the dominant use, but

the designation can accommodate a mix of housing types including townhouses and common-wall clustered units. The allowable density is 1-7 units per acre. A total of 146 single family lots will be developed within the areas planned RL, all to be connected to urban services and within the density range of 1-7 units per acre.

- b) The Residential Medium Density designation is used in areas with full urban services and where common-walled units and apartments are appropriate, including duplexes, townhouses, and apartments and manufactured home park developments. Design review can be used to ensure compatibility with neighborhood character. The allowable density is 7-30 units per acre. The land use designation of approximately 18.5 acres of RL designated property will be redesignated as RM to accommodate 174 multi-family units, at an average of 9 units per acre which is within the range specified in the RM designation.
- c) The Commercial General (CG) designation is intended to classify lands that because of their location, access, and availability of services are suitable for commercial development. This includes retail trade services that are easily accessible, compatible and geared for local neighborhood or regional needs. A total of 2.2 acres of RL designated land will be redesignated as CG to accommodate 22,000 square feet of office and neighborhood commercial space that will serve the development and surrounding community.
- d) In accordance with UL-P1 Urban Development Areas, the County shall plan Urban Development Areas and implement land use regulations to support business expansion, housing opportunities and investments in infrastructure. The project site is located within the Urban Development Area and within an adopted housing opportunity zone intended to facilitate additional housing development. The project will add 320 housing units, expansion of business through the additional 22,000 square feet of commercial space and will result in additional public infrastructure.
- e) The Timberland (T) Land Use Designation is utilized to classify land that is primarily suitable for the growing, harvesting, and production of timber. Prairie and grazing land may be intermixed. Density range is 40-160 acres/unit.
The new water tank to serve this site will be on land designated T. It is an existing tank site used by Humboldt Community Services District. As provided in the General Plan, Utilities, such as the water storage tank, is considered an allowable use type within the T land use designation
- f) Policy FR-P16. Public Utilities on TPZ Lands indicates where feasible avoid locating federal, state, or local public improvements and utilities in TPZ where the project or land acquisition will have a significant adverse effect on the production of timber or ecosystem services. The new water tank to serve this site will be on land zoned TPZ. The water storage tank will be located on land that is already owned by a public utility and managed for water distribution purposes. The installation of an additional water storage tank on this site that is already utilized for public services will not have a significant adverse impact on the production of timber or ecosystem services.

- g) Policy FR-P20: Fire Safety Hazards requires the County to continue to implement the State Responsibility Area Fire Safe Standards and Wildland-Urban Interface Building Codes for new development and support voluntary programs for fuels reduction, dwelling fire protection and creation of defensible space for existing development. The project site is within a High Fire Hazard area. The project site is within the jurisdiction of the Humboldt #1 Fire Protection District (with the exception of the water tank site) and within State Responsibility Areas (SRA), which are served by CAL FIRE. The project EIR examined the hazards of potential wildfire. The project will comply with all of the required measures in the state's Fire Safe regulations. Mitigation measures have been included to reduce the potential impacts of adding additional development within the high fire hazard area. MM-WF-1 requires the development of a fire safety management plan and MM-WF-2 requires revisions for 100 feet of defensible space as recommended by Cal-Fire and Humboldt #1 Fire Protection District to be included or an agreement in place with the County to ensure the same practical effect through management of the adjacent open space lands which are managed or proposed to be managed by Humboldt County after completion of this project.
- h) Policy IS-P3 – Requirements for Discretionary Development requires the adequacy of public infrastructure and services for discretionary development greater than a single-family residence and/or second unit shall be assessed relative to service standards adopted by the Board of Supervisors, local service providers, and state and federal agencies. The proposed project includes annexing to HCSD and extending and installing necessary infrastructure to serve the project. A new off-site water tank would be constructed as part of the proposed project, expanding HCSD's service capacities. A sewer line will also be extended to Hemlock Street and Walnut Drive to provide sanitary sewer facilities to the proposed project.
- i) Policy IS-P9. District Boundaries, Spheres of Influence, and Community Plans requires district boundaries, spheres of influence, municipal service reviews, and community plans shall be mutually compatible and support the orderly development and timing of infrastructure and services. The proposed project includes annexing to HCSD and extending and installing necessary infrastructure to serve the project. A sewer line will also be extended to Hemlock Street and Walnut Drive to provide sanitary sewer facilities to the proposed project.
- j) Policy IS-P25: Fire Service Impacts from New Development. During review of discretionary permits within fire related district boundaries or identified response areas, utilize recommendations from the appropriate local fire chief as feasible mitigation measures to reduce impacts to emergency response and fire suppression services from new development.

The proposed project would be constructed in compliance with all applicable federal, state, and local regulations pertaining to fire safety. Consultation with CAL FIRE would be required in order to ensure that any structures built within the SRA are constructed in accordance with CAL FIRE's regulations for fire

safety. MM PS-1 would be required in order to ensure that safety measures are put in place in accordance with CAL FIRE and County regulations.

- k) Policy T-P13: Subdivision Improvement Requirements requires *new residential and commercial development projects to include the infrastructure components necessary to support modern communication technologies, such as conduit space within joint utility trenches for future high-speed data equipment and flexible telephone conduit to allow for easy retrofit for high-speed data systems.* The proposed project would include adequate telecommunications and broadband service capability as a condition of approval.
- l) Policy C-P5: Level of Service Criteria requires the County to strive to maintain Level of Service C operation on all roadway segments and intersections, except for U.S. 101, where Level of Service D shall be acceptable. Level of Service improvements for automobiles should not adversely affect Level of Service and/or Quality of Service for other modes of transportation, if possible.
 - i. A Traffic Study for the McKay Ranch Subdivision was prepared in May 2018 by TJKM found Coordination between the Humboldt County Department of Public Works and the City of Eureka determined that 12 intersections had the potential to be impacted and needed to be analyzed for level of service conditions to determine consistency with this Humboldt County General Plan policy.
 - ii. The Study found 9 of these intersections would be functioning below LOS C under both Future (2040) with no project and Future (2040) plus Project conditions. The traffic study identified improvements to all intersections operating at LOS D or worse in the future condition with Project, except for the Harris and Harrison intersection where a traffic signal is already in place.
 - iii. The study calculated the project's contribution to LOS delay at these intersections as a percentage of the Future plus Project conditions.
 - iv. The project is not responsible for pre-existing conditions but is responsible for its proportionate share of the traffic contributed to the intersections. The county may only require development conditions which are proportional to the project's impacts (Dolan v. City of Tigard, 512 U.S. 374).
 - v. The project's cumulative fair share is 197%, which is roughly two intersections. County Public Works has identified two intersections that are priority needs for signalization based on circulation patterns, and which may serve an equivalent share of the total of improvement costs for intersections that fall below LOS C. The County has identified that pedestrian and bicycle improvements in-lieu of intersection signalization would improve level of service overall including improving quality of service for multi-modal transportation. Allowing multi-modal improvements in-lieu of signalization improvements would also ensure that level and quality of service for multi-modal transportation was not

adversely affected through the level of service improvements.

- vi. Signalization of these intersections or an equivalent expenditure towards pedestrian and bicycle improvements at these intersections is a condition of approval of the subdivision map. The various intersection improvements would help minimize traffic congestion and encourage multi-modal use in the vicinity of the proposed project.
- vii. Additional traffic calming facilities such as roundabouts, chicanes and traffic circles would necessitate a reduction in off-street parking for existing residents and a reduction in available space for the proposed residential development and is not feasible for this project.
- m) Policy C-P11: Transportation Demand Management Programs require residential subdivisions and multifamily development that would result in fifteen or more dwelling units, and non-residential development that would employ greater than ten persons, and that require a discretionary permit, to comply with County transportation demand management programs. The project is conditioned to signalize two priority intersections identified by the County Public Works that will facilitate implementation of the County's transportation demand management program. The project is conditioned to provide a bus stop in the vicinity of the multi-family and commercial development and bicycle facilities.
- n) Policy C-P34: Traffic Calming requires use of traffic calming measures, where feasible and appropriate, as a means of improving safety for all users. Traffic calming measures may include, but are not limited to, roundabouts, chicanes, curb extensions, and traffic circles. The proposed project has been designed to incorporate intersection improvements. These intersection improvements would help minimize traffic congestion in the vicinity of the proposed project. Additional traffic calming facilities such as roundabouts, chicanes and traffic circles would necessitate a reduction in off-street parking for existing residents and a reduction in available space for the proposed residential development and is not feasible for this project.
- o) Policy C-P38: Develop a Regional Trails System calls for support of efforts to establish and connect regional trails, particularly in the greater Humboldt Bay and lower Mad River areas, the Eel River Valley, along the Avenue of the Giants and in the Klamath-Trinity area. The System should include the California Coastal Trail system and consist of multi-use trails where feasible. The proposed project would include 20-foot-wide trail easements and would construct trail connection to the future public trails to access the McKay Community Forest, consistent with efforts to establish a regional trail system.
- p) Policy C-P39: Encourage Bicycle and Pedestrian-Friendly Development incentives to be given to developers who provide non-motorized facilities that connect neighborhoods in a design appropriate to the character of those neighborhoods. The proposed project would include pedestrian pathways and 20-foot-wide trail easements, which would connect the new development to the existing community and surrounding recreational opportunities. The project would include the construction of the McKay Community Forest trail segments that are within the project boundary. The project is conditioned to provide for

a bus stop in the vicinity of the commercial development, and to provide for bike racks and bike lockers adjacent to the bus stop and the commercial development. The proposed connector roads will provide for bike lanes within the public rights-of-way. A condition of approval requires intersection improvements which could include pedestrian and bicycle oriented improvements at two intersections in-lieu of traffic signals.

- q) Goal H-G2: Housing Diversity calls for an adequate supply of all types of housing affordable for all income levels in all areas of the County, including urban, suburban, rural, hamlet and remote areas. The proposed project consists of a mixed-use development which would include 146 single-family houses and 174 multi-family units. The development would provide for a range of income levels, with 18 affordable units, 50 smaller (less than 5,000 square feet) single-family lots, and 96 larger lots measuring 6,600 square feet or more.
- r) Goal H-G2: Housing Diversity calls for an adequate supply of all types of housing affordable for all income levels in all areas of the County, including urban, suburban, rural, hamlet and remote areas. The proposed project consists of a mixed-use development which would include 146 single-family houses and 174 multi-family units. The development would provide for a range of income levels, with 18 affordable units, 50 smaller (less than 5,000 square feet) single-family lots, and 96 larger lots measuring 6,600 square feet or more.
- s) Goal H-G2: Housing Diversity calls for an adequate supply of all types of housing affordable for all income levels in all areas of the County, including urban, suburban, rural, hamlet and remote areas. The proposed project consists of a mixed-use development which would include 146 single-family houses and 174 multi-family units. The development would provide for a range of income levels, with 18 affordable units, 50 smaller (less than 5,000 square feet) single-family lots, and 96 larger lots measuring 6,600 square feet or more.
- t) Goal H-G3: Workforce Housing calls for an adequate supply of rental and homeownership opportunities affordable to wage earners within close proximity to local businesses, recreational facilities, community services, transit corridors and schools.

The proposed project consists of a mixed-use development that would place residences and new commercial uses near existing residential, business, and community services. The range of unit types, including multi-family and single-family residential, would provide for ownership and rental opportunities. The nearest transit stop is approximately 0.2 mile to the west, the nearest elementary school is adjacent to the site, and more extensive employment, commercial, health and other services and opportunities are approximately 1 mile to the north.

- u) Policy H-P21: Siting of Multifamily Housing Developments assures that the County shall plan, prioritize, and support development proposals that locate multifamily uses along major transportation corridors, near transit stops, public services, recreation areas, neighborhood commercial centers and work opportunities.

The proposed project includes a mixed-use development located approximately 0.3 mile from the neighborhood commercial area at Maple Avenue and Fern

Avenue, and adjacent to existing recreational opportunities. The nearest transit stop is approximately 0.2 mile to the west, the nearest elementary school is adjacent to the site, and more extensive employment, commercial, health and other services and opportunities are approximately 1 mile to the north.

- v) Policy H-P22: Allowances for a Mixture of Housing Sizes and Types states the County shall allow a variety of housing types and sizes in all residential areas served by public sewer to encourage a mix of housing opportunities for all income categories.

The proposed project includes a variety of housing types, including 96 larger single-family lots (6,600 square feet or greater), 50 smaller single-family lots (less than 5,000 square feet), and 174 multi-family units; 18 housing units would be affordable. The residences would be served by public sewer through HCSD.

- w) Goal ED-G6: Competitive Quality of Life calls for maintained and enhanced natural resources, recreational opportunities, quality education, vibrant town centers, access to employment, housing, retail, health care, childcare, safety, multimodal transportation, advanced telecommunications, and cultural and natural amenities.

The proposed project includes trails to provide access to adjacent recreational and open space opportunities and proposed commercial spaces and would be located within one mile of retail, childcare, transportation, employment and retail opportunities.

- x) Goal CO-G4: Parks and Recreation calls for maintained and accessible parks offering a range of popular recreation opportunities and a regional trail system that meets future recreational and non-motorized transportation demands.

The proposed project includes designating and preserving 21.73 acres of permanent open space through a permanent easement dedicated to the County. In addition, 20-foot wide trail easements and trail connections would be provided on-site to connect to the future public trails to the McKay Community Forest.

- y) Goal CO-G5: Open Space and Residential Development. Orderly residential development of open space lands that protects natural resources, sustains resource production, minimizes exposure to natural hazards, and seeks to minimize the costs of providing public infrastructure and services.

The project site is currently zoned to allow 320 residential dwelling units. The project location is adjacent to developed lands, including community playfields at Redwood Fields Park, and would be provided with public water and sewer from HCSD, as outlined in the approved MSR. The Eureka Community Plan calls for the site's development, and the Housing Element identifies 5 of the 7 APNs as available for residential development in the Residential Land Inventory. As noted earlier, 21.73 acres of permanent open space would be preserved and dedicated to the County through an easement or conveyed in fee. Additionally, 20-foot-wide trail easements and constructed trail connections would connect the future public trails to the McKay Community Forest.

- z) Goal BR-G2: Sensitive and Critical Habitat calls for mapped inventory of

sensitive and critical habitat where biological resource protection policies apply. Numerous biological resource surveys have been prepared and utilized to support project planning. Based on the results of the literature and database review and field surveys, a thorough inventory of sensitive and critical habitat within the project site has been mapped. This inventory is found in the Draft EIR and refined in the Final EIR.

- aa) Goal BR-G3: Benefits of Biological Resources calls for Fish and wildlife habitats protected on a sustainable basis to generate long-term public, economic, and environmental benefits. Mitigation measures are included in the DEIR in order to minimize potential impacts on fish and wildlife habitats. These mitigations measures are primarily found in the biological resources section and hydrology and water quality section. No significant and unavoidable impacts to biological resources were identified in the environmental review.
- bb) Policy BR-P1: Compatible Land Uses ensures areas containing sensitive habitats shall be planned and zoned for uses compatible with the long-term sustainability of the habitat. Discretionary land uses and building activity in proximity to sensitive habitats shall be conditioned or otherwise permitted to prevent significant degradation of sensitive habitat, to the extent feasible consistent with California Department of Fish and Wildlife guidelines or recovery strategies.

The project site contains combining zones for the protection of habitat and open space through the Eureka "GO" Greenway and Open Space combining zone and is designed to comply with all of the provisions of this combining zone. Through mitigation measures the project is conditioned to prevent significant degradation of sensitive habitats. With implementation of Mitigation Measures MM-BIO-4, MM-BIO-5, MM-BIO-6, MM-BIO-7 and MM-BIO-8 impacts on sensitive natural communities and riparian habitat either would be avoided or would be compensated at a 1:1 ratio. Mitigation and conditions are also in place to prevent project related erosion and runoff to receiving waters and to protect and facilitate wildlife movement (MM-BIO-8). Through mitigation and conditions, the project will not degrade sensitive habitats.

- cc) Policy BR-P2: Critical Habitat states discretionary projects which use federal permits or federal funds on private lands that have the potential to impact critical habitat shall be conditioned to avoid significant habitat modification or destruction consistent with federally adopted Habitat Recovery Plans or interim recovery strategies. The project is anticipated to require federal permits. A Clean Water Act Section 404 Nationwide Permit for wetland fill and work within riparian areas may likely be required. No critical habitat wildlife species will be impacted. Development within the stream channels and wetland areas have been minimized through project refinements and mitigation measures. The project as designed will not be inconsistent with adopted habitat recovery plans or interim recovery strategies.
- dd) Policy BR-P4: Development within Stream Channels states Development

within stream channels shall be permitted when there is no lesser environmentally damaging feasible alternative, and where the best feasible mitigation measures have been provided to minimize adverse environmental effects. Development shall be limited to essential, non-disruptive projects which include road crossings where erosion control measures are implemented. Development within stream channels will be limited to road crossings, a permitted development activity in stream channels. The crossings will be required to be designed to minimize impacts to the streams and to facilitate wildlife movement and to mitigate for all impacts to riparian habitat (Mitigation Measures MM-BIO-4 and MM-BIO-8)

- ee) Policy BR-P5: Streamside Management Areas is to protect sensitive fish and wildlife habitats and to minimize erosion, runoff, and interference with surface water flows, the County shall maintain Streamside Management Areas, along streams including intermittent streams that exhibit in-channel wetland characteristics and off-channel riparian vegetation. The EIR has identified a total of 0.168 acres of wetlands that would be impacted and 0.050 acres of riparian habitat will be impacted as a result of the project. Project construction activities occurring within riparian habitat would be limited to the stream crossings for public road extensions, and all riparian habitat will be mitigated at a 1:1 ratio (MM-BIO-4). Wetland impacts are limited to two small isolated wetlands and to a larger wetland required to be impacted for the extension of a public road. Wetland impacts will be mitigated at a 1:1 ratio (MM-BIO-5) and existing wetlands not impacted will be enhanced (MM-BIO-6). The project will adhere to the prescribed Streamside Management Areas (SMAs) buffers of 100 and 50-feet from the edge of riparian vegetation or top of bank for perennial and intermittent streams, whichever is greater for all other development related activities.
- ff) Policy BR-P6: Development within Streamside Management Areas states that Development within Streamside Management Areas shall only be permitted where mitigation measures (Standards BR-S8 – Required Mitigation Measures, BR-S9 – Erosion Control, and BR-S10 – Development Standards for Wetlands) have been provided to minimize any adverse environmental effects and shall be limited to uses as described in Standard BR-S7 – Development within Streamside Management Areas.

The EIR has identified a total of 0.168 acres of wetlands that would be impacted, and 0.050 acres of riparian habitat will be impacted as a result of the project. Project construction activities occurring within riparian habitat would be limited to the stream crossings for public road extensions, and all riparian habitats will be mitigated at a 1:1 ratio (MM-BIO-4). Wetland impacts are limited to two small isolated wetlands and to a larger wetland required to be impacted for the extension of a public road. Wetland impacts will be mitigated at a 1:1 ratio (MM-BIO-5) and existing wetlands not impacted will be enhanced (MM-BIO-6). The project will adhere to the prescribed Streamside Management Areas (SMAs) buffers of 100 and 50-feet from the edge of riparian vegetation or top of bank for perennial and intermittent streams,

whichever is greater for all other development related activities.

- gg) Policy BR-P7: Wetland Identification states that the presence of wetlands in the vicinity of a proposed project shall be determined during the review process for discretionary projects and for ministerial building and grading permit applications, when the proposed building development activity involves new construction or expansion of existing structures or grading activities. Wetland delineation by a qualified professional shall be required when wetland characterization and limits cannot be easily inventoried and identified by site inspection. A wetland delineation has been conducted by qualified individuals for the entire project area [Wetland Delineation prepared for Kramer Properties, Inc. (SHN Consulting Engineers March 2017) As identified in the DEIR a total of 0.168 acres of wetlands would be impacted by the project. However, mitigation measures have been identified in the DEIR to reduce potential impacts on wetlands to a less-than-significant level (see Mitigation Measures MM-BIO-5 and MM-BIO-6).
- hh) Policy BR-P11: Biological Resources Maps states biological resource maps shall be consulted during the ministerial and discretionary permit review process in order to identify habitat concerns and to guide mitigation for discretionary projects that will reduce biological resource impacts to below levels of significance, consistent with CEQA. SHN prepared biological resource surveys designed to support project planning. Prior to preparing these reports, available resource maps were consulted, including but not limited to the National Wetlands Inventory (NWI), California Natural Diversity Database (CNDDDB), and Humboldt County General Plan Resource Maps (publicly available on the County's GIS website). Based on the literature and database review and field surveys, a thorough inventory of sensitive and critical habitat within the project site has been mapped. This inventory is found in the Draft EIR. This information was used to refine the project and develop mitigation measures that reduce biological impacts to a level that is less than significant. Consistent with CEQA, all feasible mitigation to reduce impacts have been required.
- ii) Policy BR-P12: Agency Review requires that the County shall request the California Department of Fish and Wildlife, as well as other appropriate trustee agencies and organizations, to review plans for development within Sensitive Habitat, including Streamside Management Areas. The County shall request NOAA Fisheries or U.S. Fish and Wildlife Service to review plans for development within critical habitat if the project includes federal permits or federal funding. Recommended mitigation measures to reduce impacts below levels of significance shall be considered during project approval, consistent with CEQA. The development of the project has included referrals to and consultation with the California Department of Fish and Wildlife (CDFW). CDFW has provided recommendations regarding project design and project mitigation measures and these recommendations have been considered and, where feasible, incorporated into the project. While CDFW recommended that a greater than 1:1 mitigation ratio be provided for the wetlands being impacted, this was not required in the project EIR as the wetlands being impacted are

generally of lower quality and impacted from existing pedestrian and ATV traffic and road runoff. The mitigation measures in the EIR require the creation of wetlands of equal or greater habitat value and in areas that will provide greater habitat connectivity than the existing wetland areas that are proposed to be impacted.

- jj) Policy CU-P1: Identification and Protection addresses the potential for impacts to significant cultural resources shall be identified during ministerial permit and discretionary project review, impacts assessed as to significance, and if found to be significant, protected from substantial adverse change per California Public Resources Code (PRC) Section 5020.1. The project's potential impacts on both cultural and tribal cultural resources were analyzed and addressed in the DEIR, with appropriate and feasible mitigation identified in order to reduce potential impacts as a result of inadvertent discovery of resources. A cultural resources Survey was prepared by Roscoe and Associates in February 2017 and an additional survey conducted by Archaeological Research and Supply Company in 2020 for the water tank location, both of which identified no artifacts, features, sites or other significant cultural resources on the project site.
- kk) Policy CU-P2: Native American Tribal Consultation
Native American Tribes shall be consulted during discretionary project review for the identification, protection and mitigation of adverse impacts to significant cultural resources. At their request, Tribes shall be afforded the opportunity to review and provide comments to the County early in project review and planning (screening) about known or potential Tribal cultural resources located in project areas within their respective tribal geographical area of concern.

The following Tribes were contacted regarding the project:

- Wiyot Tribe
- Bear River Band of the Rohnerville Rancheria
- Blue Lake Rancheria

The above Tribes were contacted as part of the referral process as soon as the project was submitted to the County. Additionally, formal consultation pursuant to SB 18 and AB 52 occurred. Representatives of all three tribes responded that no further consultation was desired.

- ll) Policy CU-P4: Avoid Loss or Degradation ensures projects located in areas known, or suspected to be archeological sites or Native American burial sites shall be conditioned and designed to avoid significant impacts to significant sites, or disturbance or destruction to Indian burial grounds. Preserving Native American remains undisturbed and in place shall be selected as the preferred alternative unless substantial factual evidence is presented demonstrating that no alternative(s) are feasible. Conditions of approval shall include standard provisions for post-review inadvertent archaeological discoveries and discovery and respectful treatment and disposition of Native American remains with or without funerary objects in accordance with state law (Health

and Safety Code (HSC) Section 7050.5 and PRC Section 5097.98). No known or suspected cultural resources were identified on the project site. However, in accordance with this policy, the DEIR includes measures to avoid potential impacts in the event cultural materials or human remains are inadvertently discovered.

- mm) Standard SR-S4: Light and Glare ensures new outdoor lighting shall be compatible with the existing setting. Exterior lighting fixtures and street standards (both for residential and commercial areas) shall be fully shielded, and designed and installed to minimize off-site lighting and direct light within the property boundaries. The applicant is required to prepare and submit an outdoor lighting plan to Humboldt County for review and approval prior to filing a map for each phase (MM-AES-2) to ensure that light and glare will not be a significant impact to sensitive receptors.
- nn) Goal WR-G10: Storm Drainage requires utilizing onsite infiltration and natural drainage channels and watercourses, while minimizing erosion, peak runoff, and interference with surface and groundwater flows and storm water pollution. As identified in the DEIR, the project will comply with applicable storm drainage requirements and policies and mitigation is included to require stormwater control such as bioswales, pervious pavement, and catch basins (MM-HYD-2).
- oo) Policy WR-P10: Erosion and Sediment Discharge requires Ministerial and discretionary projects requiring a grading permit shall comply with performance standards adopted by ordinance and/or conditioned to minimize erosion and discharge of sediments into surface runoff, drainage systems, and water bodies consistent with best management practices, adopted Total Maximum Daily Loads (TMDLs), and non-point source regulatory standards.

As the project would disturb more than one acre of land, the project would require preparation of a SWPPP that identifies specific actions, specifications, and BMPs for pollution prevention and control. The project applicant must prepare and submit the appropriate notices of intent and prepare the SWPPP at the time final grading and engineering plans are completed and submitted to the County for review. The project would implement all measures contained in regulatory plans, programs, and policies adopted for protection of the environment. Nonetheless, the potential exists for construction-related spills of hazardous materials or fuels to reach receiving waters and degrade water quality and potentially violate a water quality standard or waste discharge requirement. Mitigation Measure MM-HYD-3 is required in the DEIR to implement require the preparation and submittal of a Low Impact Development plan prior to the filing of each phase of the map.

- pp) Policy WR-P14: Groundwater Quality Protection
Commercial and industrial discretionary uses shall be evaluated for their potential to contaminate groundwater resources, and mitigated as necessary. The project's potential to contaminate groundwater resources was analyzed in the DEIR and found to not be significant after implementation of mitigation measures MM-HYD-1 and MM-HYD-2 (preparation of a Stormwater

Pollution and Prevention Plan and stormwater quality and drainage management plan).

qq) Policy WR-P37: Downstream Stormwater Peak Flows states peak downstream stormwater discharge shall not exceed the capacity limits of off-site drainage systems or cause downstream impacts. New development shall demonstrate that post development peak flow discharges will mimic natural flows to watercourses and avoid impacts to Beneficial Uses of Water. A Preliminary Hydrologic and Drainage Study was prepared for the McKay Ranch Project (Ontiveros & Associates, May 2017) which calculated the amount of stormwater runoff showing that this requirement can be met. Mitigation Measures require the preparation and submittal of appropriate stormwater plans for each phase of development prior to the filing of the map for that phase.

rr) Standard WR-S13: Storm Water Management requires all commercial, industrial, shall, whenever possible, provide stormwater treatment for parking lot runoff using bio-retention areas, filter strips, and/or other practices that be integrated into required landscaping areas and traffic islands. During construction stormwater shall be controlled.

The project will be required to control all stormwater and provide treatment for all parking lot areas. This includes the requirement for Low Impact Development features, a Stormwater Pollution and Prevention Plan, Stormwater Quality and Drainage Management Plan. MM-BIO-HYD-1, MM-HYD-2, MM-HYD-3 results in the requirement for a number of features including but not limited to the following features:

- Bioswales
- Rain gardens
- Catch-basins
- Oil/water separators
- Pervious pavement

ss) Policy E-P13: Incentives for Using Alternative Energy encourages the use of renewable energy and environmentally preferable distributed energy generation systems in the county.

The project will comply with California Code of Regulations, including CalGreen at the time of issuance of building permits. This will include the requirements for solar panels to be installed on the residential units and the installation of electric vehicle charging stations.

tt) Policy N-P4: Protection from Excessive Noise protects persons from existing or future excessive levels of noise which interfere with sleep, communication, relaxation, health or legally permitted use of property.

The use of heavy equipment and power tools during construction of permitted structures when conforming to the terms of an approved permit is not subject to General Plan noise standards. After construction the primary noise source from project related activities will be the daily activities of residents and office-

workers which is similar to the surrounding land uses.

- uu) Standard N-S5: Noise Standards for Habitable Rooms requires noise reduction shall be required as necessary in new development to achieve a maximum of 45 CNEL (Community Noise Equivalent Level) interior noise levels in all habitable rooms per California building standards.

There are no substantial operational noise generating features related to the project and standard construction techniques and requirements of the Building Code would reduce interior noise levels to 45 CNEL or below.

- vv) Goal S-G4: Fire Risk and Loss

Development designed to reduce the risk of structural and wildland fires supported by fire protection services that minimize the potential for loss of life, property, natural resources.

The proposed project would be located adjacent to existing wooded areas and constructed in compliance with all applicable federal, state, and local regulations pertaining to fire safety. As discussed in Section 3.19, Wildfires, consultation with CAL FIRE would be required in order to ensure that any structures built within the SRA are constructed in accordance with CAL FIRE's regulations for fire safety. MM WF-1 would be required in order to ensure that safety measures are put in place in accordance with CAL FIRE and County regulations. Therefore, the proposed project would be consistent with this policy with MM WF-1 incorporated.

- ww) Policy S-P11: Site Suitability states that new development may be approved only if it can be demonstrated that the proposed development will neither create nor significantly contribute to, or be impacted by, geologic instability or geologic hazards.

The proposed project would not substantially increase or contribute to site geologic instability or place structures within a geologic hazard area. The proposed project would be designed and built in conformance with all applicable federal, state, and local building code requirements related to site stability.

- xx) Policy S-P18: Subdivision Design in High and Very High Fire Hazard Zones states Subdivisions within State Responsibility Area (SRA) high and very high fire severity classification areas shall explicitly consider designs and layout to reduce wildfire hazards and improve defensibility; for example, through clustering of lots in defensible areas, irrigated green belts, water storage, perimeter roads, roadway layout and design, slope development constraints, fuel modification plans, and vegetation setbacks.

The proposed project is located in an SRA with a high fire severity classification. As discussed in Section 3.19, Wildfires, MM WF-1 and MM WF-2 would be required in order to ensure that safety measures are put in place in accordance with CAL FIRE and County regulations. However, the proposed project does not provide a 100-foot defensible space along the perimeter of the subdivision and is not consistent with this policy. However, Policy G-P31 of the General Plan requires a comprehensive view of all relevant policies and a balancing of the intent of the policies to result in a practical and workable

manner. This project is consistent with a comprehensive view of the plan and provides a significant public need while mitigating for the potential impacts of this policy inconsistency. Policy G-P31 provides that this project should be approved despite an inconsistency with Policy S-P18.

- yy) Policy S-P19: Conformance with State Responsibility Areas (SRA) Fire Safe Regulations requires development shall conform to Humboldt County SRA Fire Safe Regulations.

The proposed project is located in an SRA with a high fire severity classification. The proposed project would be constructed in compliance with all applicable federal, state, and local regulations pertaining to fire safety. MM WF-1 would be implemented in order to ensure that safety measures are put in place in accordance with CAL FIRE and Humboldt County regulations.

- zz) Standard S-S9: Fire Safe Regulations require development within SRA shall conform to SRA Fire Safe Regulations (Humboldt County Code, Division 11 of Title III as amended).

The county's Fire Safe regulations have been superseded by the state Fire Safe Regulations. The project will comply with all the appropriate Fire Safe Regulations.

- aaa) Standard S-S11: The California Fire Code shall be applied to all applicable development as required, the project will be designed in accordance to the California Fire Code (CFC).

- bbb) Goal AQ-G1: Improved Air Quality requires that air quality that meets state and federal ambient air quality standards.

The impacts to air quality have been analyzed in the DEIR. Based on modeling, emissions associated with construction of the proposed project would not exceed the NCUAQMD maximum daily thresholds of significance during construction or operation.

- ccc) Goal AQ-G2: Particulate Emissions require successful attainment of California Ambient Air Quality Standards for particulate matter.

The impacts to air quality have been analyzed in the EIR. Based on modeling, California Ambient Air Quality particulate matter thresholds will not be exceeded on the daily or annual basis. This is true for both construction and operations phases of the project.

- ddd) Goal AQ-G3: Other Criteria Pollutants maintain attainment of Ambient Air Quality Standards for ozone and other criteria pollutants which may be subject to tightening standards.

The impacts to air quality have been analyzed in the EIR. Based on modeling, the project would not exceed state or national thresholds, and would not result in significant health impacts.

- eee) Policy AQ-P4: Construction and Grading Dust Control states, "Dust control practices on construction and grading sites shall achieve compliance with NCAQMD fugitive dust emission standards."

The project will comply with NCUAQMD's Rule 104 for fugitive dust control measures. Activities associated with decreased air quality from project activities are temporary.

- fff) Policy AQ-P5: Air Quality Impacts from New Development

During environmental review of discretionary permits, reduce emissions of air pollutants from new commercial and industrial development by requiring feasible mitigation measures to achieve the standards of the NCAQMD.

The impacts to air quality have been analyzed in the DEIR. Based on modeling, emissions associated with construction of the proposed project would not exceed the NCUAQMD maximum daily thresholds of significance during construction or operation.

- ggg) Policy AQ-P11: Review of Projects for Greenhouse Gas Emission Reductions
The County shall evaluate the GHG emissions of new large scale residential, commercial and industrial projects for compliance with state regulations and require feasible mitigation measures to minimize GHG emissions.

The project would increase greenhouse gas emissions and that is identified as a significant and unavoidable impact. Mitigation measures are required in order to minimize project emissions and mitigate for project emissions. MM-GHG-1 and MM-GHG-2 provide for feasible mitigation measures to reduce the emissions associated with this project.

- hhh) Policy AQ-P17: Preservation and Replacement of On-site Trees
Projects requiring discretionary review should preserve large trees, where possible, and mitigate for carbon storage losses attributable to significant removal of trees.

The project does require tree removal that would result in a loss of carbon sequestration and a release of carbon that is stored in trees. Because replacement on-site is not an option, the EIR requires mitigation in the form of a carbon off-set program related to the carbon storage losses associated with the development of the project (MM-GHG-1).

- iii) Standard AQ-S1: Construction and Grading Dust Control requires ground disturbing construction and grading shall employ fugitive dust control strategies to prevent visible emissions from exceeding NCAQMD regulations and prevent public nuisance.

Fugitive dust control strategies to prevent visible emissions from exceeding NCAQMD regulations, per Rule 104, will be implemented throughout project construction and would reduce construction-related emissions of PM10 and PM2.5 to levels that are below adopted thresholds.

- jjj) Standard AQ-S2: Evaluate Greenhouse Gas Emission Impacts requires that during environmental review of large scale residential, commercial and industrial projects, include an assessment of the project's GHG emissions and require feasible mitigation.

Short-term construction activities and long-term operations for the proposed project would emit GHGs. These GHG emissions were modeled using the California Emissions Estimator Model (CalEEMod). Feasible mitigation has been required for the project's GHG emissions (MM-GHG-1, MM-GHG-2).

- kkk) Standard AQ-S3: Evaluate Air Quality Impacts requires that during environmental review of discretionary projects, evaluate new commercial and industrial sources of emissions using analytical methods and significance

criteria used, or recommended by, the NCAQMD.

Emissions from short-term construction activities and long-term operations of the proposed project were modeled using the California Emissions Estimator Model (CalEEMod) and then compared to the NCUAQMD daily and annual standards. As discussed above, construction and operation of the project would not exceed NCUAQMD thresholds of significance and no mitigation measures are required.

- III) Standard AQ-S6: Preservation and Replacement of On-Site Trees requires large scale residential, commercial and industrial projects which remove a significant number of large trees (for example, more than 50 trees of greater than 12 inches DBH) shall plant replacement trees on-site or provide offsetting carbon mitigations.”

Replacement trees are not feasible on-site. The project includes mitigation for implementation of a carbon offset program tied to the loss of trees on-site.

3. FINDING:

The Planned Development, Special Permit and Subdivision Map are consistent with the Eureka Community Plan.

EVIDENCE:

- a) Goal 2510.1: To protect resource production lands (agriculture, timberlands) in the outlying areas by concentrating future development around existing communities and infrastructure.

Although the proposed project consists of a previously undeveloped area with timber harvesting operations, the area has been identified in the Eureka Community Plan as an area proposed for future development.

- b) Policy 2520.1: States subdivisions for residential purposes, including subdivisions developed in phases, shall not be approved unless the roads planned to serve such subdivision or individual phases are acceptable to Public Works for development at planned densities and for use by emergency vehicles. Costs of bringing new on-site roads up to standards shall be borne by the subdivider.

The proposed project would require that the roads included in the development be constructed early in the process for each phase of development to provide adequate access for construction personnel and equipment. Conditions of approval would require Public Works review and approval for each phase through the Final Map and improvement plans processes.

- c) Goal 2610.2: To protect the area's numerous drainage gulches (greenway/open space areas) while providing for development along hillside terrain.

The proposed project includes the designation of 21.73 acres of permanent open space, including areas of steep slopes and drainages to be preserved through the establishment of permanent easements.

- d) Goal 2610.3: To provide opportunities for public recreation.

The proposed project includes the designation of 21.73 acres of permanent open space, including areas of steep slopes and drainages, to be preserved through the establishment of permanent easements.

e) **Policy 2620.1. Residential Density and Lot Sizes:**

- a. *The Eureka Community Plan density for all Residential Single Family (RL) designations shall be from 1 to 6 dwelling units per acre.*
- b. *The Eureka Community Plan density for all Residential Multiple Family (RM) designations shall be from 7 to 30 dwelling unit per acre.*
- c. *The minimum lot sizes for all Residential zoning districts (R-1, R-2, R-3, R-4) with the exception of the Residential Suburban (RS) zone, shall be 6,000 square feet, unless otherwise specified on the zoning maps.*

The proposed project would have an average density of 3.8 dwelling units per acre for the residential single-family designation (RL) with 96 larger (6,600-square-foot to 39,670-square-foot) lots and 50 smaller (4,758-square-foot) lots and 9 dwelling units per acre for the residential multiple family designation (RM) with 174 multi-family units. The smaller single-family residential lot sizes would be allowed through a Planned Unit Development.

- f) Policy 2620.8. North McKay Tract requires development of this area shall include at least three access points onto Walnut Drive (the extension of Redwood, Fern and Arbutus Streets). Development of this area should also include a through road and its northerly extension to the intersection of Manzanita and Harrison Avenue. Development of the property should occur with an approved plan and rights-of-way for the through road. The timing for extension of each street shall be determined by Public Works.

The project would have two primary access points, Redwood Street and Arbutus Street, which would be extended to access 320 units (all but three single-family residential lots), the commercial space, and the open space. Fern Street would provide secondary access to two lots because it currently terminates at the adjacent community ballfields at Redwood Fields Park and does not provide an opportunity for a connection. Manzanita Avenue would access three single-family residential lots. The project does not include a through-road and would not provide a future extension to the intersection of Manzanita and Harrison Avenues.

The North McKay Tract was previously rezoned from TPZ to Residential One-Family (R-1), with combining zones indicating Planned Unit Development (P), Recreation (R), and Greenway and Open Space (GO), which is consistent with this policy. The project proposes a total of 320 units with a range of lot sizes, trails, and permanent open space.

The total Immediate Rezone area of the North McKay Tract is approximately 81 acres. The parcel has been given combining zones to facilitate development of a 10-acre minimum youth sports field facility with a surrounding low density residential community.

The Planned Unit Development limits the number of dwelling units to 320. The Planned Unit Development should include a clustering of homesites with lot sizes ranging from 4,000 square feet (adjacent to the park) to 9,600 square feet (along the bluff), enabling a large portion of land to be preserved through a permanent easement as open space.

4. **FINDING:** The Planned Development, Special Permit and Subdivision Map are consistent with the purposes of the existing zone in which the site is located.
- EVIDENCE:**
- a) Residential One Family (R-1) Zone District, the purpose of the R-1 zone is to allow for low-density residential development in areas where topography, access, utilities and public services are available.
The project will result in 146 single family lots available for single family dwellings and accessory uses. The site is relatively flat, has access to arterial and collector roads, and will be served by public utilities and services.
 - b) Apartment Professional (R-4) Zone District is intended to apply in areas suitable for higher density residential uses and for professional and business offices and institutional uses.
Upon reclassification the project will result in approximately 18.5 acres of R-4 zoning which will support 174 units through a variety of multiple dwelling types and dwelling groups. The site has sufficient services and access to arterial roads, public transportation, public recreational areas and neighborhood commercial uses.
 - c) Neighborhood Commercial (C-1) Zone District is to provide for neighborhood shopping centers which will provide convenient sales and services facilities to residential areas without detracting from the residential desirability of such areas.
Upon reclassification the project results in two C-1 zoned parcels which will be developed with 22,000 square feet of commercial services to serve the 320 residential units associated with the project in addition to the surrounding existing residential community. The 22,000 square feet will be developed on approximately 2.2 acres of C-1 zoned area.
 - d) Timberland Production Zone (TPZ) is intended to provide standards and restrictions for the preservation of timberlands for growing and harvesting timber. Public water facilities are specified as a compatible use with timber production.
The project includes the development of a water storage tank within TPZ lands that are currently owned and utilized for the provision of public water services and infrastructure.
5. **FINDING:** The Planned Development, Special Permit and Subdivision Map conform with all applicable standards and requirements of the Humboldt County Zoning Regulations.
- EVIDENCE:**
- a) Section 314-2.1: Neighborhood Commercial since project is proposing commercial space which will be principally permitted uses in the C-1 zone, such as professional business offices and stores and services of a light commercial nature. The two proposed commercial lots will be significantly larger than the minimum lot size in the C-1 zone of 2,000 square feet.
 - b) Section 314-6.2: Residential Single Family
The project will result in 146 single family lots ranging in size from 4,838 square feet to 60,531 square feet. One-family dwellings are a principally permitted use in the R-1 zone. While the minimum lot size in the R-1 zone district is 5,000 square feet, this may be modified through approval of a Planned

Unit Development.

- c) Section 314-6.5: Apartment Professional
The project will result in 6 lots which will be zoned R-4 and developed with a variety of multiple-family housing units. The lots will range from 90,956 square feet to 233,551 square feet. Principally permitted uses in the R-4 zone include two-family dwellings and multiple dwellings and dwelling groups. The minimum lot size is 5,000 square feet.
- d) Section 314-7.4: Timberland Production Zone
The project includes the construction of a water storage tank for the adequate provision of water services to serve the project. The erection, construction and maintenance of water facilities is specifically identified as a principal permitted use within the TPZ zone.
- e) Section 314-22.2: Greenway and Open Space (GO) Combining Zone is intended to be applied within the urban limits of the Eureka Community Planning Area in sensitive habitat areas historically known as gulches. Greenway and Open Space areas are mapped to contain Streamside Management Areas, measured from the centerline of the stream and all slopes of 30% or greater on lands adjacent to streams and all streams and level areas below those slopes. Road, street and utility crossing and trails and parks are compatible uses within the GO areas upon approval of a Special Permit. All subdivisions within areas which have the GO combining zone must submit a detailed development map prepared by a licensed engineer or surveyor that shows the SMA areas and the greenway and open space areas. The Applicant has submitted a detailed map (see preliminary grading and drainage plan) prepared by Brian Ontiveros, a licensed engineer, which shows these areas and demonstrates that all areas are outside of the greenway and open space areas with the exception of the road crossings, for which a Special Permit is requested.
- f) Section 314-31.1: Planned Development
The project is a planned development which will allow for flexibility in the development standards, most specifically for the minimum lot size standards of the underlying R-1 zone and the setback provisions within the proposed lots. The purpose of the planned development regulations is to encourage planned developments, and to allow flexibility in the administration of the development standards in this Division for the purpose of providing for clustered development in concert with the provision of residential amenities such as open space, recreation areas, and neighborhood commercial services. This project is planned around a variety of housing types and commercial and recreational development that benefits from the flexibility in design standards.
- g) Section 314-33.1: Recreation
The Recreation Combining Zone is intended to be combined with any principal zone in which the addition of recreational uses is desirable and will not be detrimental to the uses of the principal zone or of adjacent zones. All principally allowed uses in the primary underlying zone are principally permitted in the R combining zone. The R combining zone is applicable to these properties primarily as the area was identified in the Eureka Community Plan for

development of recreational facilities such as the baseball fields which have been constructed at the end of Fern Street and for trails within and adjacent to the McKay Community Forest. This project is consistent with the R zone in that principal uses of the underlying zone are proposed, and the project includes the dedication of recreational open space to the County.

- h) Section 314-61.1: Streamside Management Areas and Wetlands Ordinance
“All developed as defined in the General Plan within or affecting SMAs, wetlands or other wet areas not exempted under Section 314-61.1.4 shall require a permit pursuant to an application for development within SMAs, wetlands and other areas and processed as a special permit pursuant to the Humboldt County Zoning Regulations (Section 312-3.1.1 et seq.).”
Work is proposed within SMA areas for the filling of two isolated wetlands in the northern part of the project, development within a wetland at the proposed location of the Arbutus Street extension and stream crossings related to the extension of Redwood Street. A total of 0.168 acres of wetlands would be impacted and 0.050 acres of riparian habitat will be impacted as a result of the project. Work within riparian areas will require a Lake or Streambed Alteration Agreement (LSAA) from CDFW and replanting of impacted areas at a 1:1 ratio.
- i) Section 312-1: General Provisions states, “1.1.2: Legal Lot Requirement. Development permits shall be issued only for a lot that was created in compliance with all applicable state and local subdivision regulations.”

The property is a single legal parcel created through a lot line adjustment approved by Humboldt County and recorded as document 1997-28279-6 on November 12, 1997.

6. FINDING:

HEALTH, SAFETY, or WELFARE – The Planned Development, Special Permit and Subdivision Map 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.

EVIDENCE: a)

The project was referred to and reviewed by the Humboldt County Planning Division, County Building Inspection Division, County Department of Public Works, County Division of Environmental Health (DEH), County Department of Health and Human Services, California Department of Fish and Wildlife (CDFW), California Department of Forestry and Fire Protection (CalFire), California Department of Transportation (Caltrans), City of Eureka, North Coast Unified Air Quality Management District (NCUAQMD), Bear River Band of the Rohnerville Rancheria, Blue Lake Rancheria, Wiyot Tribe, Regional Water Quality Control Board (RWQCB), United States Army Corp of Engineers, Humboldt Community Services District, Humboldt Bay Fire protection District. The respective departments/agencies have recommended conditions, where appropriate, to ensure that the project will not have an adverse effect on the health, safety, and welfare of persons either residing or working in the neighborhood. No evidence has been submitted that the project as conditioned and mitigated will be detrimental to public health, convenience,

safety, and welfare. Furthermore, no evidence has been submitted that indicates that properties within the vicinity will be physically damaged by the proposed development.

7. **FINDING:** **NO REDUCTION IN THE RESIDENTIAL DENSITY FOR ANY PROJECT PARCEL** - The Planned Development, Special Permit and Subdivision Map 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 (the mid-point of the density range specified in the plan designation).
- EVIDENCE:** a) This property was identified in the 2019 Humboldt County Regional Housing Needs Assessment (RHNA) Plan as critical to fulfill the County's mandated requirement to provide a "fair share" of the County's projected housing needs for the current RHNA cycle of December 31, 2018 through August 31, 2027. In this assessment the parcel was determined to be available for adding 323 residential units to the County's housing inventory/ This assessment was based on an estimated property size of 87 acres however the actual assessed size of the property is 81 acres. Accordingly, the project will provide a higher density than that which was utilized for the Regional Housing Needs Assessment.
8. **FINDING:** **COASTAL RESOURCES** – The project will not have a significant adverse effect on coastal resource, including wildlife qualities.
- EVIDENCE:** a) The property and all off-site improvements are located outside of the Coastal Zone.
9. **FINDING:** **CEQA** – The County has complied with the California Environmental Quality Act.
- EVIDENCE:** a) An Environmental impact Report (EIR) has been prepared and circulated for public review pursuant to sections 15080 through 15097 of the CEQA Guidelines. As part of the review of this project the Humboldt County Board of Supervisors adopted Resolution No. 23- ___ certifying the Final Environmental Impact Report prepared for the project, adopting Statements of Overriding Considerations, making the required CEQA findings prior to approving the project, and adopting the Mitigation Monitoring and Reporting Plan for implementation of the mitigation measures contained in the EIR.

DECISION

NOW, THEREFORE, based on the above findings and evidence, the Humboldt County Board of Supervisors does hereby:

- Adopt the findings set forth in this resolution; and
- Conditionally approve the Tentative Subdivision Map, Planned Unit Development, and Special Permit for the North McKay Subdivision Project, based upon the Findings and Evidence herein, and subject to the conditions of approval attached hereto as Attachment 1.

Adopted after review and consideration of all the evidence on March 7, 2023.



Steve Madrone, Chair
Humboldt County Board of Supervisor

Adopted on motion by Supervisor Bohn, seconded by Supervisor Arroyo
and the following vote:

AYES: Supervisors-- Bushnell, Bohn, Madrone, Wilson, Arroyo
NOES: Supervisors--
ABSENT: Supervisors--
ABSTAIN: Supervisors--

STATE OF CALIFORNIA)
County of Humboldt)

I, KATHY HAYES, Clerk of the Board of Supervisors, County of Humboldt, State of California, do hereby certify the foregoing to be a full, true and correct copy of the original made in the above-entitled matter by said Board of Supervisors at a meeting held in Eureka, California as the same now appears of record in my office.

IN WITNESS WHEREOF, I have hereunto
set my hand and affixed the Seal of
said Board of Supervisors



NIKKI TURNER
Deputy Clerk of the Board of Supervisors of
the County of Humboldt, State of California

ATTACHMENT 1

Recommended Conditions of Approval

RECOMMENDED CONDITIONS OF APPROVAL FOR THE FINAL SUBDIVISION AND PLANNED UNIT DEVELOPMENT PERMIT

APPROVAL OF THE TENTATIVE MAP AND PLANNED UNIT DEVELOPMENT PERMIT IS
CONDITIONED ON THE FOLLOWING TERMS AND
REQUIREMENTS THAT MUST BE SATISFIED BEFORE THE FINAL MAP MAY BE FILED.

- 1) All taxes to which the property is subject shall be paid in full if payable, or secured if not yet payable, to the satisfaction of the County Tax Collector's Office, and all special assessments on the property must be paid or reapportioned to the satisfaction of the affected assessment district. Please contact the Tax Collector's Office approximately three to four weeks prior to filing the parcel or final map to satisfy this condition. This requirement will be administered by the Department of Public Works.
- 2) The conditions on the Department of Public Works referral dated revised January 6, 2022, herein as Exhibit A of Attachment 1, shall be completed or secured to the satisfaction of that department. Prior to performing any work on the improvements, contact the Land Use Division of the Department of Public Works. Condition of approval 2.7(a) and 2.7(c) of this Exhibit is hereby amended to allow an alternative set of improvements in-lieu of traffic signalization to enhance or improve pedestrian and bicycle connectivity including a with a complete streets program subject to agreement of county staff and the developer.
- 3) The Planning Division requires that two (2) copies of the Final Map for each phase, identifying both net and gross parcel areas, be submitted for review and approval.
- 4) Prior to filing of the Final Map for each phase, the applicant shall submit a letter from the Humboldt Community Services District stating that the project meets their requirements. This requirement shall be administered by the Department of Public Works.
- 5) Prior to filing of the Final Map for each phase, the applicant shall submit a letter from the Humboldt Bay Fire Protection District stating that the project meets their requirements. This requirement shall be administered by the Department of Public Works.
- 6) Prior to filing of the Final Map for each phase, the applicant shall submit a letter from Pacific Gas and Electric Company stating that the project meets their requirements per their letter dated. This requirement shall be administered by the Department of Public Works.
- 7) The applicant shall cause to be dedicated on the Final Map for each phase easements as necessary for the establishment of telecommunications and broadband service.
- 8) Prior to the filing of the Final Map for Phase 2, the applicant shall provide the location of a minimum of 7 bicycle storage racks within the Phase 2 development. The location of bicycle storage racks shall be shown on the Development Plan. A note shall be placed on the Development Plan requiring the installation of the bicycle storage racks to be complete prior to the issuance of occupancy clearance for any of the units.
- 9) Prior to the filing of the Final Map for Phase 3, which involves 12 small lot single family residential lots, 44 multi-family units and 2 commercial lots, the applicants shall consult with the Department of Public Works and Humboldt Transit Authority on the appropriate placement for a transit stop. The Applicant shall cause to be dedicated on the subdivision map an easement and right-of-way as necessary to accommodate the transit stop.
- 10) Prior to the filing of the Final Map for Phase 3, the applicant shall provide the location of a minimum of 12 bicycle storage racks within the Phase 3 development and a minimum of 4 bicycle storage lockers. The

location of bicycle storage racks and lockers shall be shown on the Development Plan. A note shall be placed on the Development Plan requiring the installation of the bicycle storage racks to be complete prior to the issuance of occupancy clearance for any of the units and the installation of the bicycle storage lockers to be complete prior to the issuance of occupancy clearance for any of the commercial structures.

- 11) Prior to the filing of the Final Map for Phase 4, the applicant shall provide the location of a minimum of 6 bicycle storage racks within the Phase 4 development. The location of bicycle storage racks shall be shown on the Development Plan. A note shall be placed on the Development Plan requiring the installation of the bicycle storage racks to be complete prior to the issuance of occupancy clearance for any of the units.
- 12) The applicant shall cause to be dedicated on the Final Map for each phase the following open space and recreation areas to the County of Humboldt:
 - Phase 1: COH 206 as shown on the preliminary map.
 - Phase 3: COH 207 as shown on the preliminary map, subject to County acceptance. If this area is not accepted by the Director of Public Works this deduction shall not be required.
 - Phase 4: COH 202 and COH 204 as shown on the preliminary map.
 - Phase 6: COH 205 as shown on the preliminary map.
 - Phase 8: COH 201 as shown on the preliminary map.
- 13) New utilities for all units and developments shall be undergrounded. Above ground vaults and utility boxes shall be screened with vegetation or fencing.
- 14) For each map the applicant shall cause to be recorded a "Notice of Development Plan and Geological Report" on forms provided by the Humboldt County Planning Division. Document review fees as set forth in the schedule of fees and charges as adopted by ordinance of the Humboldt County Board of Supervisors (currently \$190.00 plus applicable recordation fees) will be required. The Planned Unit Development shall also be noticed on the Final Map.
- 15) For each map a map revision fee as set forth in the schedule of fees and charges as adopted by ordinance of the Humboldt County Board of Supervisors (currently \$100.00 per parcel) as required by the County Assessor's Office shall be paid to the County Planning Division, 3015 H Street, Eureka. The check shall be made payable to the "Humboldt County Planning Division". The fee is required to cover the Assessor's cost in updating the parcel boundaries.
- 16) For each map a review fee for Conformance with Conditions as set forth in the schedule of fees and charges as adopted by ordinance of the Humboldt County Board of Supervisors (currently \$95 .00) shall be paid to the Humboldt County Planning Division, 3015 "H" Street, Eureka. This fee is a deposit, and if actual review costs exceed this amount, additional fees will be billed at the County's current burdened hourly rate. Please see Informational Note 1 below for suggestions to minimize the cost for this review.
- 17) **Within five (5) days of the effective date of the approval of this permit**, the applicant shall submit a check to the Planning Division payable to the Humboldt County Recorder in the amount of \$3,589.25. Pursuant to Section 711.4 of the Fish and Game Code, the amount includes the Department of Fish and Game (DFG) EIR filing fee plus a \$50 document handling fee.
- 18) A note shall be included on the Development Plan indicating units may not be rented for less than 30 days or used as short-term rentals.
- 19) The applicant must enter into an Agreement to Implement a Mitigation Monitoring and Reporting Plan prior to filing of the first phase or issuance of any grading or building permits for the development project.
- 20) Prior to filing of each final map where tree removal will occur a Timber Harvest Plan must be in place to allow tree removal and it must be demonstrated that the existing Timber Conversion Permit applies to the area of tree removal.
- 21) Prior to filing each final map abutting the McKay community forest, where the subdivider chooses option 2

of MM WF-2, the subdivider shall establish building setbacks for lots abutting the Community Forest and shall determine how much encroachment is needed to maintain defensible space requirements. The location of the project boundary and extent of encroachment shall be staked on the ground by a Licensed Surveyor. A site visit shall be conducted with Public Works staff to verify the ground conditions at those locations. The actual thinning or work will be determined by the State standards for horizontal spacing between trees and shrubs and defensible space will vary depending on slopes.

Prior to any work being conducted a preconstruction survey shall be conducted to the satisfaction of Public Works.

The subdivider shall identify how and by who this area will be maintained after the initial defensible space is established to the satisfaction of the Public Works Director. The following defensible space maintenance standards shall be maintained within the Community Forest:

- a) All work shall be done under the supervision of a Registered Professional Forester.
- b) Dead and dying woody surface fuels can be removed. Down logs and stumps embedded in the soil shall be retained.
- c) Loose surface litter (needles, twigs, bark, small branches) shall be retained, up to four inches in depth. Surface litter above four inches shall be spread and scattered in the vicinity, chipped, or removed.
- d) Branches on live standing trees may be removed up to six feet above ground surface.
- e) Work shall be done exclusively with hand tools (no mowers, masticators, or heavy equipment). A chipper may be allowable depending on access.
- f) No grading or ground disturbance.
- g) No leaving bare soil. Thin layers of surface litter shall be spread for erosion control.
- h) Thinning of standing trees larger than four inches in diameter at breast height will require special approval under the entry permit.
- i) Surface fuels shall not be placed elsewhere within the Community Forest without explicit permission.
- j) Maintenance work is limited to within 100 feet of the home, unless otherwise approved in the entry permit. Outbuildings and other structures shall not be located between the home and the property boundary.
- k) The maintenance organization will be responsible for restoring or repairing any environmental damage due to actions within the Community Forest that were not approved in their entry permit.
- l) Entry into the site will require an entry permit issued by the Public Works Department.

The County will need hold harmless agreements for the work done on County property in the event of a fire.

Informational Notes:

- (1) To minimize costs the applicant is encouraged to bring in written evidence of compliance with all of the items listed as conditions of approval in this Exhibit that are administered by the Planning Division. The applicant should submit the listed item(s) for review **as a package** as early as possible before the desired date for final map checking and filing. Post application assistance by the Assigned Planner, with prior appointment, will be subject to a Special Services Fee for planning services billed at the County's current burdened hourly rate. Copies of all required forms and written instructions are included in the final approval packet. Each item evidencing compliance except legal documents to be recorded should note in the upper right hand corner:

Assessor's Parcel No . _____ . Condition _____ .

- (2) Under state planning and zoning law (CGC §66000 *et seq.*), a development project applicant who believes that a fee or other exaction imposed as a condition of project approval is excessive or inappropriately assessed may, within 90 days of the applicable date of the project's approval, file a written statement with the local agency stating the factual basis of their payment dispute. The applicant may then, within 180 days of the effective date of the fee's imposition, file an action against the local agency to set aside or adjust the challenged fee or exaction.

- (3) Development and construction of the project shall conform to the adopted Mitigation and Monitoring Reporting Program.
- (4) The tentative map approval shall expire and become null and void at the expiration of two (2) years after all appeal periods have lapsed (see Effective Date). This approval may be extended in accordance with the Humboldt County Code or through a negotiated Development Agreement.

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
STATE OF CALIFORNIA
Certified copy of portion of proceedings, Meeting on March 7, 2023

ORDINANCE NO. 2709

**AMENDING SECTION 311-7 OF THE HUMBOLDT COUNTY CODE BY REZONING
PROPERTY IN THE CUTTEN AREA [PLN-9902-GPA (Fairhaven Cottages, LLC)]**


The Board of Supervisors of the County of Humboldt ordains as follows:

SECTION 1. ZONE AMENDMENT. Section 311-7 of the Humboldt County Code is hereby amended by reclassifying approximately 18.5 acres of R-1 Residential One Family with combining zones indicating Planned Unit Development (P), Recreation (R), and Greenway and Open Space (GO), to Apartment Professional (R-4) with combining zones indicating Planned Unit Development (P), Recreation (R), and Greenway and Open Space (GO), and 2.2 acres of Residential One Family with combining zones indicating Planned Unit Development (P), Recreation (R), and Greenway and Open Space (GO) to Neighborhood Commercial (C-1) with combining zones indicating Planned Unit Development (P), Recreation (R), and Greenway and Open Space (GO) as shown on the map attached as Exhibit A.

SECTION 2. EFFECTIVE DATE. This ordinance shall become effective thirty (30) days after the date of its passage.

PASSED, APPROVED, AND ADOPTED this 7th day of March, 2023 on the following vote, to wit:

AYES: Supervisors: Bushnell, Bohn, Madrone, Wilson, Arroyo
NOES: Supervisors:
ABSENT: Supervisors:



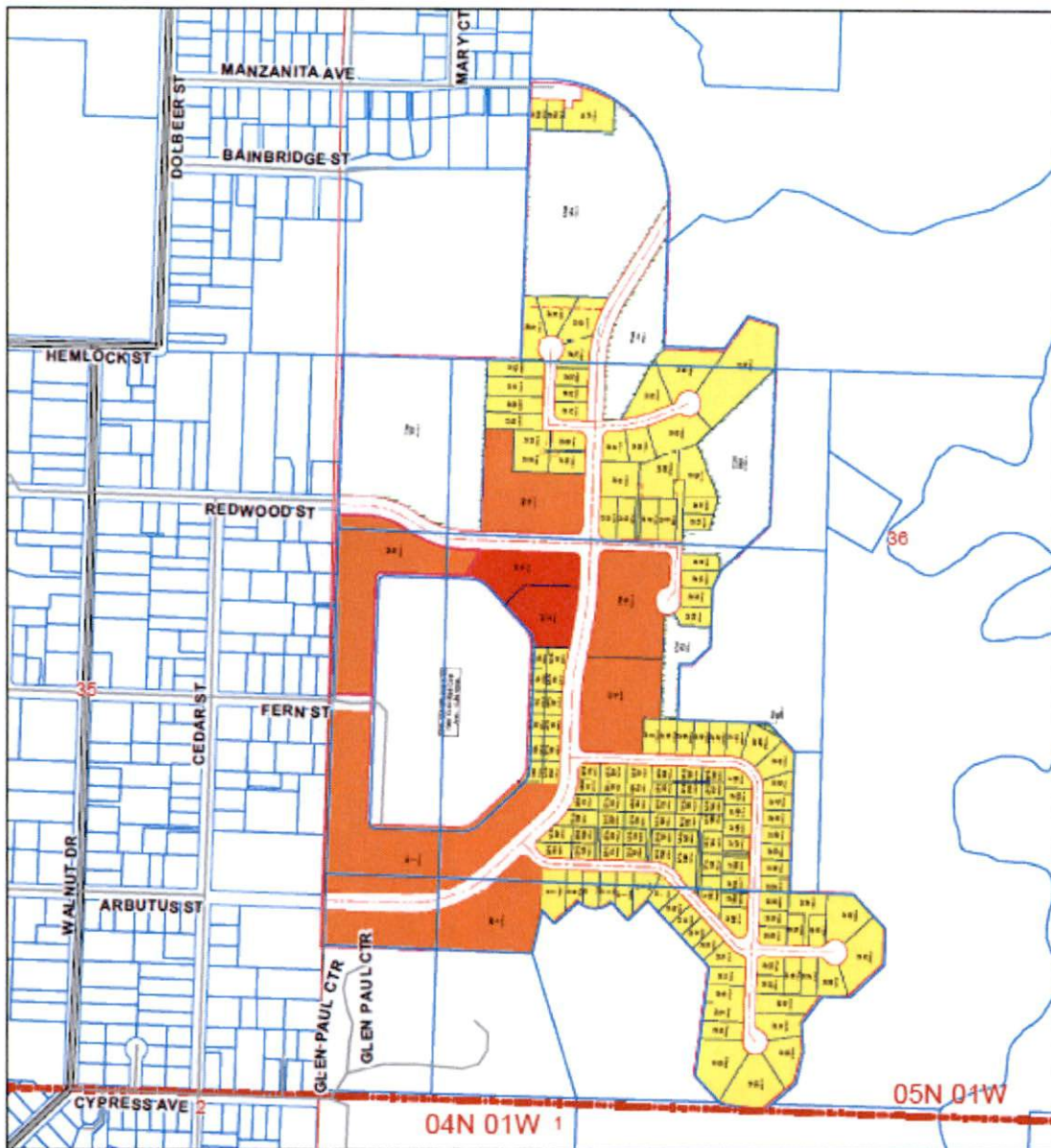
Steve Madrone, Chair,
Board of Supervisors
County of Humboldt, State of California

(SEAL)

ATTEST:
Kathy Hayes
Clerk, Board of Supervisors
County of Humboldt, State of California



Deputy, Clerk of the Board



Zoning

- C-1, P, G/O =
- R-4, P, G/O =
- R-1, P, G/O, R =

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.

ZONING MAP

KRAMER PROPERTIES, INC
GENERAL PLAN AMENDMENT,
ZONE RECLASSIFICATION et al
CUTTEN AREA
PLN-9902-GPA

APN: 017-032-003 et al
T5N R1W S36 HB&M (Eureka)

0 250 500
Feet



Exhibit B
Legal Description of lands to be re-zoned

Legal Description

Those portions of the lands described below which are specifically shown on the re-zoning map (Exhibit "A") are to be re-zoned. The following describes APNs 017-032-003, 017-071-004, 017-071-009, 017-072-002, 017-072-003, 017-073-007, and 017-073-009

DESCRIPTION

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

PARCEL A:

That portion of the West Half of Section 36, Township 5 North, Range 1 West, and of the Northwest Quarter of Section 1, Township 4 North, Range 1 West, Humboldt Meridian, in the County of Humboldt, State of California, as described in the Deed to Louisiana-Pacific Corporation, recorded February 2, 1978 in Volume 1468 of Official Records, Page 335, in the Office of the Humboldt County Recorder, described as follows:

BEGINNING at the Northwest corner of the property conveyed to Humboldt County Schools by the Deed recorded in Book 964 of Official Records, Page 1, said point being on the West line of said Section 36;
thence North 00 degrees 29 minutes 39 seconds East, 2136.41 feet to the West Quarter Corner of said Section 36;
thence South 89 degrees 57 minutes 33 seconds East, 645.29 feet to the Southwest corner of the East Half of the Southwest Quarter of the Northwest Quarter of said Section;
thence along the West line of said East Half of the Southwest Quarter of the Northwest Quarter of Section 36, North 00 degrees 24 minutes 58 seconds East, 991.88 feet;
thence South 89 degrees 30 minutes 20 seconds East, 84.36 feet to the beginning of a curve concave to the Southwest having a radius of 430.00 feet;
thence Easterly, Southeasterly and Southerly, 675.44 feet along said curve through a central angle of 90 degrees 00 minutes 00 seconds;
thence South 00 degrees 29 minutes 40 seconds West, 511.04 feet;
thence South 89 degrees 30 minutes 20 seconds East, 220.00 feet;
thence North 34 degrees 11 minutes 04 seconds East, 144.22 feet;
thence South 74 degrees 30 minutes 20 seconds East, 109.74 feet;
thence South 00 degrees 29 minutes 40 seconds West, 714.30 feet;
thence South 45 degrees 29 minutes 40 seconds West, 245.68 feet;
thence South 23 degrees 15 minutes 29 seconds West, 67.99 feet;
thence South 00 degrees 29 minutes 40 seconds West, 210.00 feet;
thence South 45 degrees 29 minutes 40 seconds West, 91.92 feet;
thence North 89 degrees 30 minutes 20 seconds West, 45.00 feet;
thence South 00 degrees 29 minutes 40 seconds West, 200.29 feet;
thence South 89 degrees 30 minutes 20 seconds East, 326.11 feet;
thence South 44 degrees 30 minutes 20 seconds East, 141.27 feet;
thence South 00 degrees 29 minutes 40 seconds West, 503.62 feet;
thence South 89 degrees 30 minutes 20 seconds East, 230.00 feet;
thence South 44 degrees 30 minutes 20 seconds East, 169.71 feet;
thence South 00 degrees 29 minutes 40 seconds West, 130.00 feet;
thence South 45 degrees 29 minutes 40 seconds West, 169.71 feet;
thence North 89 degrees 30 minutes 20 seconds West, 100.00 feet;
thence South 35 degrees 29 minutes 11 seconds West, 122.07 feet;
thence South 05 degrees 09 minutes 36 seconds East, 101.49 feet;
thence South 12 degrees 32 minutes 22 seconds West, 115.69 feet;
thence South 48 degrees 25 minutes 38 seconds West, 152.03 feet;
thence North 82 degrees 11 minutes 50 seconds West, 158.42 feet;
thence North 44 degrees 27 minutes 49 seconds West, 134.72 feet;
thence North 06 degrees 03 minutes 57 seconds East, 392.58 feet;
thence North 44 degrees 30 minutes 20 seconds West, 325.00 feet;
thence South 45 degrees 29 minutes 40 seconds West, 100.00 feet;
thence North 44 degrees 30 minutes 20 seconds West, 88.10 feet to a non-tangent curve concave to the North, having a radius of 83.00 feet and to which a radial line bears North 44 degrees 30 minutes 20 seconds West;
thence Southwesterly, Westerly and Northwesterly, 130.38 feet along said curve, through a central angle of 90 degrees 00 minutes 00 seconds;
thence on a radial line, South 45 degrees 29 minutes 40 seconds West, 118.00 feet;
thence North 44 degrees 30 minutes 20 seconds West, 65.00 feet;

PARCEL A: CONTINUED ...

thence South 11 degrees 14 minutes 13 seconds West, 157.92 feet to the Northeast corner of said property conveyed to Humboldt County Schools;

thence North 89 degrees 45 minutes 42 seconds West, 760.00 feet along the North line of said property to said point of beginning.

EXCEPTING therefrom the following described property:

That portion of the Southwest Quarter of Section 36, Township 5 North, Range 1 West, Humboldt Meridian, in the County of Humboldt, State of California, described in the Deed to Louisiana-Pacific Corporation recorded February 2, 1978 in Volume 1468 of Official Records, Page 335, in the Office of the Humboldt County Recorder, described as follows:

COMMENCING at a point on the West line of said Section 36, said point being North 00 degrees 29 minutes 39 seconds East, 1394.80 feet from the Southwest corner of said Section 36;

thence South 89 degrees 30 minutes 21 seconds East, 149.95 feet to the point of beginning;

thence parallel with said West section line, North 00 degrees 29 minutes 39 seconds East, 450.05 feet to the beginning of a curve concave to the Southeast, having a radius of 20.00 feet;

thence Northerly, Northeasterly and Easterly 31.42 feet along said curve, through a central angle of 90 degrees 00 minutes 00 seconds;

thence South 89 degrees 30 minutes 21 seconds East, 307.41 feet to beginning of a curve concave to the Southwest, having a radius of 100.00 feet;

thence Easterly and Southeasterly, 78.54 feet along said curve, through a central angle of 45 degrees 00 minutes 00 seconds;

thence South 44 degrees 30 minutes 21 seconds East, 200.71 feet to the beginning of a curve concave to the Southwest, having a radius of 100.00 feet;

thence Southeasterly and Southerly, 78.54 feet along said curve, through a central angle of 45 degrees 00 minutes 00 seconds;

thence South 00 degrees 29 minutes 39 seconds West, 422.22 feet to the beginning of a curve concave to the Northwest, having a radius of 100.00 feet;

thence Southerly and Southwesterly, 78.54 feet along said curve, through a central angle of 45 degrees 00 minutes 00 seconds;

thence South 45 degrees 29 minutes 39 seconds West, 198.99 feet to the beginning of a curve concave to the Northwest, having a radius of 100.00 feet;

thence Southwesterly and Westerly, 78.54 feet along said curve, through a central angle of 45 degrees 00 minutes 00 seconds;

thence North 89 degrees 30 minutes 21 seconds West, 308.63 feet to the beginning of a curve concave to the Northeast, having a radius of 20.00 feet;

thence Westerly, Northwesterly and Northerly, 31.42 feet along said curve, through a central angle of 90 degrees 00 minutes 00 seconds;

thence North 00 degrees 29 minutes 39 seconds East, 414.80 feet to said point of beginning.

ALSO BEING the property described as:

Parcel 1 of Lot Line Adjustment in that certain Notice of Lot Line Adjustment and Certificate of Subdivision Compliance recorded November 12, 1997 as Instrument Number 1997-28279-6, Official Records.

PARCEL B:

A non-exclusive right of way and easement for ingress, regress and egress over, upon and across an area sixty (60) feet in width located East of and adjacent to the West boundary line of the parcel of land conveyed to Glen W. Paul, County Superintendent of Schools of the County of Humboldt, by Deed recorded June 10, 1968 in Book 964, Page 1, Humboldt County Official Records.

BEING the same right reserved in said Deed recorded June 10, 1968 in Book 964, Page 1, Humboldt County Official Records.

Exhibit "E"

Rezoning of parcels from R-1, with combining zones indicating P, R, and GO to R-1, R, GO, Apartment Professional (R-4), and C-1 with a Planned Unit Development overlay.

