

**CHAPTER 9.1**

**THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT PROTECTION  
FROM CLAIMS RESULTING FROM ODORS PRODUCED BY  
SEWAGE TREATMENT PLANT OPERATIONS**

**329.1-1. FINDINGS.**

(a) It is the declared policy of this County to preserve and protect critical public services for the benefit of the communities which depend upon them and to minimize potential conflicts between private and public land uses and facilities including sewage treatment facilities owned and operated by public agencies pursuant to the authority granted by law. It is the further intent to provide to the residents of the County proper notification in those circumstances where private land use may be impaired by the presence of nearby public facilities such as sewage treatment plants. (Ord. 2011, § 1, 10/19/93)

(b) When private, residential land use extends into areas adjacent to existing sewage treatment plants, the operation thereof may be the subject of complaints of nuisance and other impacts due to odors. Such complaints could threaten the operation of the sewage treatment plant which serves the community. Such a threat would jeopardize the continuation of vital public services and the general welfare of the community. (Ord. 2011, § 1, 10/19/93)

(c) Such problems can best be avoided by notifying current and future property owners of the potentially objectionable odors associated with the operation of sewage treatment plants and by making it known to all affected property owners that if property values are impaired that the financial consequences thereof shall be borne by the persons who develop property, and their purchasers, rather than by the community which depends upon the treatment plant which preexisted the development of the residential property. (Ord. 2011, § 1, 10/19/93)

**329.1-2. APPLICATION.**

The provisions of this chapter shall apply only in the area which is situated within one-half mile of the exterior boundaries of the sewage treatment plant facility of the McKinleyville Community Services District and more particularly described in section 326.1-6. (Ord. 2011, § 1, 10/19/93)

**329.1-3. CONDITIONS OF APPROVAL.**

No parcel map, tentative map, or final map which divides or subdivides property, any portion of which is situated within one-half mile of the exterior boundaries of the sewage treatment plant facility of the McKinleyville Community Services District, more particularly described in section 329.1-6, shall be approved unless and until the subdivider complies with the following requirements: (Ord. 2011, § 1, 10/19/93)

(a) The subdivider shall grant an easement with respect to subdivider's property (herein "Property") any portion of which is located within one-half mile of the property boundaries described in Appendix A to the McKinleyville Community Services District which easement shall provide as follows: (Ord. 2011, § 1, 10/19/93)

(1) The subdivider, as grantor, grants to the McKinleyville Community Services District, its successors and assigns, a perpetual easement to use, impact and encumber subdivider's Property with odors emanating from the sewage treatment facility of the McKinleyville Community Services

District located upon the real property described in section 329.1-6. The purpose and intent of this grant of easement is to enable the McKinleyville Community Services District to continue to operate its sewage treatment facility in accordance with past practices and requirements of law without adversely impacting or impairing such operations notwithstanding the fact that grantor has changed, or will change, the character of the surrounding land from uninhabited agricultural or sparsely populated land to a more densely populated residential area. (Ord. 2011, § 1, 10/19/93)

(2) Grantor, for his/her heirs, successors and assigns, recognizes that despite the use of the best available technology by the McKinleyville Community Services District, the sewage treatment facility may, in the course of normal operations conducted in accordance with all requirements of law, produce odors offensive to humans. (Ord. 2011, § 1, 10/19/93)

(3) Grantor agrees that the presence of odors emanating from the sewage treatment plant upon grantor's Property whether occasionally or in a persistent fashion may result in the decrease of the property value of said Property. Grantor recognizes that no action for inverse condemnation or other claim for the taking of or diminution in value of said Property shall be asserted, at any time, on account of or based upon the presence of such odors upon grantor's Property notwithstanding that the presence of such odors may constitute a nuisance. Grantor, or his/her heirs, successors and assigns recognizes, covenants and agrees that the sewage treatment facility of grantee has been present since 1984 and that the facility provides critical public services to the community of McKinleyville which will be affected by Grantor's proposed development of the Property, as well as a benefit to the Property itself. As between the interest of the grantor, his heirs, successors and assigns, and the interests of the grantee, grantor and those who subsequently acquire any part of the Property from him/her shall bear the financial consequences of any impairment of value of the property resulting from the ownership, operation and maintenance of the sewage treatment facility and its resultant generation of odors impacting the use and enjoyment of the Property. (Ord. 2011, § 1, 10/19/93)

(4) Grantor covenants and agrees, in addition to the foregoing, to advise all purchasers of the Property, in writing, of the potential for adverse impacts upon and interference with the use and enjoyment of parcels of the Property due to the presence of odors emanating from grantee's sewage treatment plant. Grantor, his/her heirs, successors and assigns, shall advise each initial and subsequent purchaser, in writing, of the risks involved in purchasing Property located in close proximity to grantee's sewage treatment plant insofar as impacts due to odors is concerned. Grantor shall include in such written advice a recommendation to each potential purchaser that a personal inspection and investigation of the existing and potential extent of odors upon the Property should be completed prior to purchase. The receipt, by any successor or assignee of grantee, of any title report or title insurance policy which reflects the existence of the easement required by this Chapter as an encumbrance of the title to Property acquired by the successor or assignee shall constitute compliance with the requirements of this paragraph. (Ord. 2011, § 1, 10/19/93)

(5) This grant and the covenants herein set forth shall be binding upon the heirs, successors and assigns of grantor, including all subsequent owners and encumbrancers of grantor's Property. (Ord. 2011, § 1, 10/19/93)

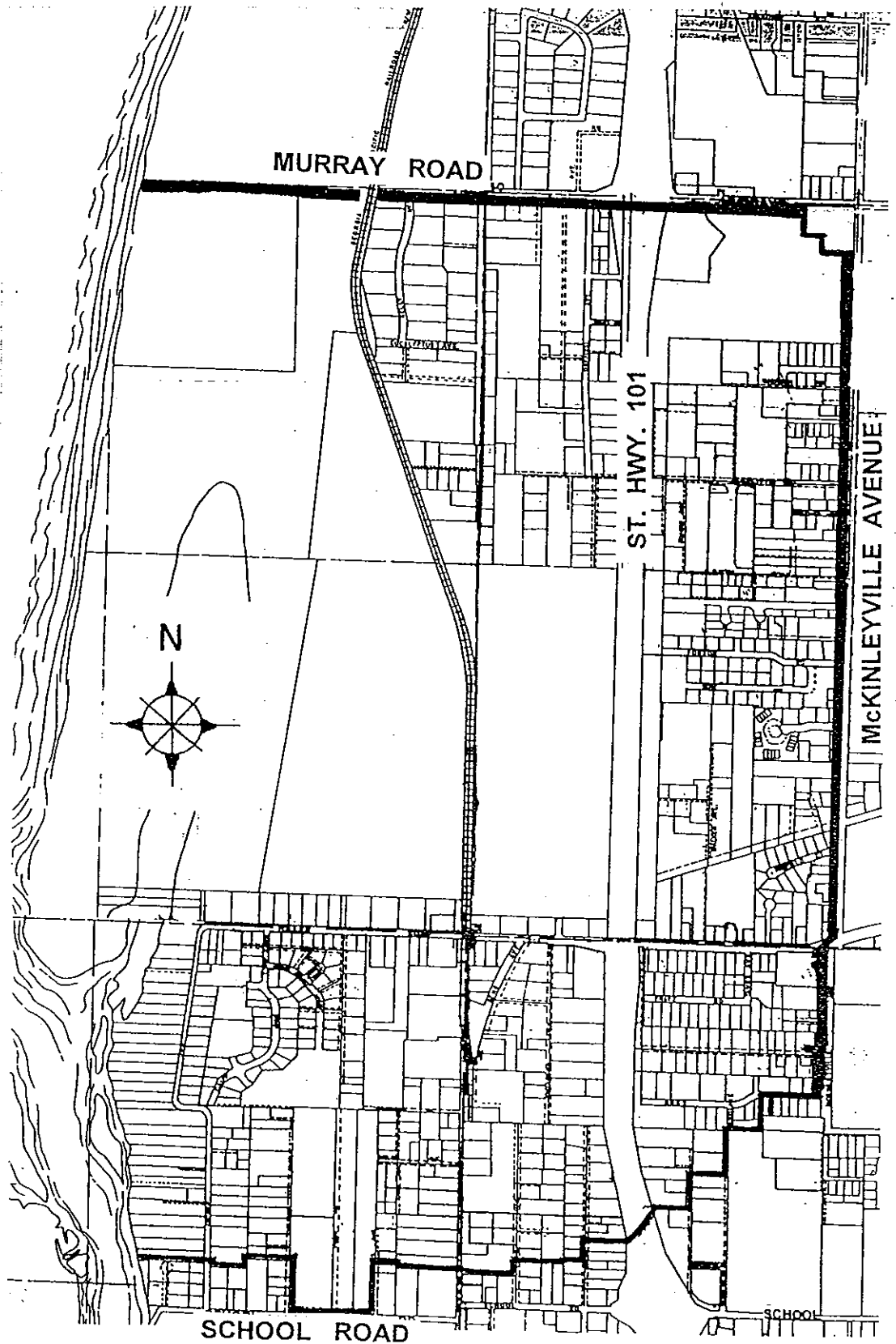
**329.1-4. EASEMENT DEED.**

Prior to the approval of any parcel map, tentative map, or final map by the County of Humboldt with respect to any Property subject to this Chapter, an easement containing essentially the terms and conditions set forth in Section 329.1-3 shall be executed by grantor in form acceptable to the County of Humboldt and the McKinleyville Community Services District and delivered to the McKinleyville Community Services District in form suitable for recording. When recorded, the easement shall constitute a perpetual lien upon grantor's Property. The easement shall state that it is entered into pursuant to the requirements of this Chapter. (Ord. 2011, § 1, 10/19/93)

**329.1-5. SEVERABILITY.**

Should any of the covenants contained in this Chapter be void or become unenforceable in law or in equity, the remaining portions of this Chapter shall nevertheless be and remain in full force and effect. (Ord. 2011, § 1, 10/19/93)

AFFECTED AREA  
MCSD ODOR EASEMENT ORDINANCE



MCKINLEYVILLE ODOR ORDINANCE ZONE

LEGAL DESCRIPTION

Those portions of Section 1, Township 6 North, Range 1 West, Section 6, Township 6 North, Range 1 East, Section 36, Township 7 North, Range 1 West, Section 31, Township 7 North, Range 1 East, Humboldt Base & Meridian, in the County of Humboldt, State of California, lying within the following described Boundary:

Beginning at a point on the North line of Section 36, Township 7 North, Range 1 West, H.B.&M., lying Westerly 3716 feet plus or minus from Northeast corner of said Section 36, said point being at the Pacific Ocean;

THENCE running Easterly along said North line of Section 36, and the North line of Section 31, Township 7 North, Range 1 East, H.B.&M., to a point on the prolongation of the West line of Parcel 3 of Parcel Map 1540, filed in Book 13 of Parcel Maps at Page 87, Humboldt County Records;

THENCE along said West line prolongation, and the West line of said Parcel 3, Southerly, 230 feet, to an angle point in said line;

THENCE Easterly, 130.00 feet to an angle point in said line;

THENCE Southerly, 130.00 feet, to the Southwest corner of said Parcel 3;

THENCE Easterly, 158 feet more or less along the South line of said Parcel 3 and the prolongation thereof, to a point on the North-South Center of section line of said Section 31;

THENCE Southerly along said North-South Center of section line of Section 31, Township 7 North, Range 1 East, H.B.&M., and the North-South Center of section line of Section 6, Township 6 North, Range 1 East, H.B.&M., to a point on the prolongation of the South line of Boss Road (50 feet wide) as shown on map filed in Book 16 of Surveys at Page 49;

THENCE Westerly, 415.90 feet along said prolongation and South line of Boss Road to the Northwest corner of Lot 8 as shown on said map;

THENCE Southerly, 235.89 feet, along the West line of said Lot 8 and the East line of Lot 7 as shown on said map, to the Southeast corner of said Lot 7;

THENCE Westerly, 243.75 feet, along the South line of said Lot 7 and Caroline Avenue as shown on said map to the Northeast corner of the Windsor property as shown on Parcel Map No. 408, filed in Book 4 of Parcel Maps at Page 18;

THENCE Southerly, 331.88 feet, along the East line of said Windsor property and Saltsman property to the Northeast corner of Parcel 1 of said Parcel Map;

THENCE Westerly, 259.58 feet, along the North line of said Parcel 1 to the Northwest corner of said parcel;

THENCE Southerly, 261.85 feet, along the West line of said Parcel 1 and the East line of Parcels 1 and 2 of Parcel Map 1749, filed in Book 15 of Parcel Maps, at page 75, to the Southeast corner of said Parcel 2;

THENCE Westerly, 374.75 feet, along the South line of said Parcel 2, to the Southwest corner of said Parcel 2, said point also being on the East line of U.S. Highway 101, as shown on said Parcel Map;

THENCE Southwesterly across said highway to a point on the West line of said highway, said point being the Southeast corner of Parcel 1 of Parcel Map No. 512, filed in Book 4 of Parcel Maps, at Page 126;

THENCE Westerly, 266.27 feet to the Southwest corner of Parcel 2 of said Parcel Map, said point also being on the centerline of Anderson Avenue, a private road;

THENCE Southerly, 103.33 feet, along said centerline to the Southeast corner of parcel 1 of Parcel Map 307, filed in Book 3 of Parcel Maps at Page 67;

THENCE Westerly, 150.00 feet to the Southwest corner of said Parcel 1, said point also being on the East line of Parcel 4 of Parcel Map 1752, filed in Book 15 of Parcel Maps at Pages 79-80;

THENCE Southerly, 200 feet along said East line to the Southeast corner of said Parcel;

THENCE Westerly, 329.64 feet along the South line of said Parcel 4 and the North line of Parcel 2 of Parcel Map 325, filed in Book 3 of Parcel Maps, at Page 85 to the Northwest corner of said Parcel 2, point also being on the centerline of Vine Avenue (a private road) 50.00 feet wide;

THENCE Southerly, 105 feet more or less, along the West line of said Parcel 2 and Parcel 3 of said Parcel Map, to a point on the prolongation of the North line of Parcel 2 of Parcel Map 1091, filed in Book 9 of Parcel Maps, at Page 120;

THENCE Westerly, along said prolongation and the North line of said Parcel 2 to the Northwest corner of said Parcel 2, said point also being on the West line of Section 6, Township 6 North, Range 1 East, H.B.&M.;

THENCE Southwesterly, 44.20 feet across Fisher Road to the Northeast corner of Parcel 2 of Parcel Map 2514, filed in Book 22 of Parcel Maps, at Pages 98-99;

THENCE Westerly, 285.00 feet along the North line of said Parcel 2, to the Northwest corner of said parcel;

THENCE Southerly, 337.22 feet along the West lines of Parcels 2, 3, 4 and the prolongation of said West line of Parcel 4, to a point on the centerline of School Road as shown on said Parcel Map;

THENCE Westerly, 1,450 feet more or less along said centerline, to the intersection with the centerline of Ocean Drive as shown on Tract No. 6, filed in Book 12 of Maps at Pages 112-113;

THENCE Northerly, 491.60 feet along said centerline of Ocean Drive to a point on the prolongation of the North line of Lot 3 of said map;

THENCE Westerly, 880 feet along said prolongation and North line of said Lot 3 to the Northwest corner of said lot;

THENCE continuing Westerly along the prolongation of said North line to the Pacific Ocean;

THENCE Northerly along the Pacific Ocean to said Point of Beginning.