



GREAT REDWOOD TRAIL AGENCY

MEETING DATE: April 3, 2025

AGENDA ITEM: 10. Trail License Agreement with the City of Arcata for the Arcata Annie & Mary Trail Connectivity Project and Adoption of Resolution 2025-01 City of Arcata Trail License Agreement CEQA Findings

FROM: Hannah Bartee

RE: Trail License Agreement with City of Arcata and Adoption of Resolution 2025-01

EXECUTIVE SUMMARY:

The City of Arcata seeks a license agreement with the Great Redwood Trail Agency to allow for construction and operation of a 3.3-mile segment of Class I trail from between Sunset Avenue in Arcata and Humboldt Bay Municipal Water District's Park 1 on West End Road within the GRTA right-of-way. This item seeks a delegation of authority to the Executive Director to enter into a license agreement with the City of Arcata to allow for trail construction, operation, and maintenance and; make responsible agency findings for the mitigated negative declaration prepared and adopted by the City of Arcata for the Arcata Annie & Mary Connectivity Trail project, and file an appropriate Notice of Determination.

BACKGROUND:

The City of Arcata (City) has planned for the installation of 3.5 miles of class I trail from Sunset Avenue in Arcata to the Humboldt Bay Municipal Water District's Park 1 on West End Road within the GRTA right-of-way. In 2021 the City of Arcata received a \$5.3 million grant award from the state Active Transportation Program for design, environmental compliance and construction of the Arcata Annie & Mary Trail Connectivity Project that will link the Arcata Skatepark, northern Arcata neighborhoods, and Baduwa't (the Mad River). This project includes tribal engagement and outreach with neighboring landowners and the broader community. Installation of this 3.5-mile Class I trail would improve access and safety for pedestrian and bicycle users as well as create opportunities for nature study and recreation. The trail would include at-grade crossings, lighting, signage, benches, landscaping, and other features related to public access. The trail would improve enhanced safety and connectivity between Valley West, Cal Poly Humboldt, downtown Arcata, and to the future Annie & Mary Trail segment heading toward Blue Lake. It will be accessible to all of the residents that live and work in and around Arcata, becoming a part of the network of existing and expected segments of the Great Redwood Trail.

The City is requesting GRTA enter into a license agreement to allow for the construction, operation, and maintenance of the trail, in exchange for which the City will construct and maintain improvements, while allowing public enjoyment and use of the trail consistent with

the statutory goals of GRTA. The City will agree to manage the path for shared use by, including but not limited to, bicyclists, pedestrians, wheelchair users, joggers, and other non-motorized uses in accordance with applicable standards. Staff is proposing to combine previous trail license agreements into one document so that the terms are consistent for all trail segments along the GRTA right of way within the City. The requested term is twenty-five years. City will bear the cost of the operations and maintenance of the contemplated trail for the life of the agreement, and transfer ownership of improvements to GRTA at the termination thereof, at the election of GRTA. The City and GRTA staff have been negotiating the material terms of the license agreement, and the attached draft captures the core agreement terms including term, location, approval of contemplated construction, maintenance, and responsibility for costs and losses. The construction and maintenance of the trail by the City of Arcata is to the benefit of GRTA's statutory goals, and it is staff's recommendation that the Board make required CEQA findings and approve the project. Staff for both agencies are still working to finalize the license, and as such are requesting the Board delegate authority to the Executive Director to approve the final license, in a form approved by General Counsel.

FISCAL IMPACT:

The City is requesting GRTA enter into a license agreement to allow for the construction, operation, and maintenance of the trail, in exchange for which the City will construct and maintain improvements, while allowing public enjoyment and use of the trail consistent with the statutory goals of GRTA.

CEQA ANALYSIS:

The construction and operation of a 3.5-mile trail is a project under the California Environmental Quality Act. The City of Arcata has prepared and adopted a Mitigated Negative Declaration for the Arcata Annie & Mary Trail Connectivity Project, the Notice of Determination for which was filed on February 2, 2023. For GRTA to enter into the proposed license agreement, GRTA would be considered a responsible agency pursuant to CEQA Guidelines Section 15096 - Process for a Responsible Agency. GRTA staff has reviewed the adopted City of Arcata Mitigation Negative Declaration, and recommends the Board of Directors adopt Resolution 2025-01 making responsible agency findings and adopt the City of Arcata mitigated negative declaration, and direct staff to file an appropriate Notice of Determination.

RECOMMENDATION:

Staff recommends the Board (1) approve Resolution 2025-01 to make responsible agency findings for the mitigated negative declaration prepared and adopted by the City of Arcata for the Arcata Annie & Mary Trail Connectivity Project, and file an appropriate Notice of

Determination; and (2) authorize the Executive Director to enter into a License Agreement with City of Arcata for the use of GRTA Property between Sunset Avenue in Arcata and Humboldt Bay Municipal Water District's Park 1 on West End Road to allow for trail construction, operation, and maintenance, for a period of 25 years, in a form approved by counsel.

ATTACHMENTS:

- A. CITY OF ARCATA ANNIE MARY TRAIL GRT LICENSE AGREEMENT DRAFT FOR GRT 2025.04.03
- B. RESOLUTION 2025-01 CITY OF ARCATA ANNIE AND MARY TRAIL PROJECT CEQA

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement” or “License”) is made as of this ____ day of ____, 2025, by and between the Great Redwood Trail Agency, a public agency formed pursuant to Government Code Section 93000 et seq. (“GRTA”) and the City of Arcata, a municipality in the State of California (“Licensee”).

RECITALS

- A. GRTA is the property owner of the railway right-of-way located in the County of Humboldt known as the Northwestern Pacific Railroad rail corridor (“NWP Rail Corridor”) and is the successor in rights to the railway right-of-way located in the County of Humboldt known as the Arcata and Mad River Railroad (“A&M Rail Corridor”).
- B. The City of Arcata is a municipality in the state of California, which desires to construct and maintain a multi-use trail along the NWP Rail Corridor and a portion of the A&M Rail Corridor in the vicinity of the City of Arcata, Humboldt County.
- GRTA has agreed to provide Licensee with a license to use, occupy, operate, and maintain a portion of the NWP Rail Corridor and A&M Rail Corridor, comprising an approximately length of 3.3 miles, owned by GRTA and located between Sunset Avenue in the City of Arcata and Humboldt Bay Municipal Water District’s Park 1 on West End Road in unincorporated Humboldt County, for purposes of constructing, operating, and maintaining the Great Redwood Trail, Arcata Annie & Mary Trail Connectivity Project, upon certain conditions as set forth hereinbelow.

NOW THEREFORE, in consideration of the mutual covenants, conditions and agreements recited herein and made a material part hereof, the GRTA and Licensee agree as follows:

1. Description of License Property. The property subject to this Agreement (the “License Property”) is defined as that specific location as depicted in Exhibit “A” attached hereto (“Premises”), City of Arcata, County of Humboldt, State of California.
2. Use. GRTA hereby grants to Licensee a non-exclusive license to access and use the License Property to construct, install, maintain, reconstruct, remove, repair and manage a multi-modal public path, for shared use by, including but not limited to, bicyclists, pedestrians, wheelchairs, joggers, and other non-motorized uses in accordance with applicable standards. Motorized vehicles shall be permitted access and use as needed by Licensee, its agents and contractors, for construction and maintenance purposes, and by emergency response personnel. Licensee’s use under this Agreement shall be subject and subordinate to any agreements entered into by GRTA, and its successors or assigns, for the purposes of preserving the NWP Rail Corridor; provided that any such agreements shall not unreasonably interfere with Licensee’s rights under this License and the rights of the public to use the trail established hereunder. GRTA agrees to consult with Licensee regarding any proposed new agreements involving the License Property to determine whether the proposed use would unreasonably interfere with the Licensee’s rights under this License.
3. Consideration. As consideration for the grant of the license to Licensee, Licensee shall provide maintenance to completed trail segments located in the License Property as follows: a) maintain drainage structures; b) provide all vegetation management, including tree trimming and removal; and c) maintain trail for safe public use. Said maintenance shall be performed to standards as determined by Licensee in its reasonable discretion, however in no event may Licensee use a lesser standard than

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that typically used in its maintenance of Licensee's other similar public trails and paths. Licensee, at its sole discretion and expense, may perform such additional maintenance as it deems appropriate within the License Property.

4. Commencement. This Agreement shall commence upon execution hereof by the last party to so execute (the "Commencement Date").
5. Term. The term of this Agreement shall be twenty-five (25) years (the "Term") commencing on _____ (the "Commencement Date"), and, unless sooner terminated or extended as herein provided, shall terminate on _____. During the Term and any extensions of the Term, the license granted hereunder shall be irrevocable except as expressly provided in Section 12, below.
 - (a) Extension of term. Upon the election of both parties, evidenced by written notice provided by each party hereto of its election to extend no later than ninety (90) days prior to the completion of the existing term, this Agreement may be extended upon the same terms as set forth herein for additional twenty-five-year terms. The election by only one party to this Agreement to extend its term shall be of no force or effect.
6. Conditions Precedent. This Agreement shall be null and void in the event Licensee fails to obtain funding and all regulatory permits required for trail construction and commence construction of at least one portion of the trail project within two years of the Commencement Date, unless the date for compliance with this section is extended by the mutual agreement of the parties.
7. Trail Construction.
 - (a) *Trail Construction, Timing*. Licensee may construct trail improvements and related amenities to enhance public access and the Great Redwood Trail, including but not limited to public art, benches, bicycle racks, garden beds, solid waste collection receptacles, and interpretive/wayfinding/regulatory signage in the License Property as funding allows and are not to be considered permanent amenities. Such amenities will be consistent with the Great Redwood Trail Master Plan, support community use of the trail system, and be approved by GRTA staff prior to implementation. Individual trail segments shall not be open for public use until completion of the trail improvements in said segment. Where required by permitting or other regulatory authorities, GRTA, and its successors and assigns, reasonably agree to execute and deliver applications for permits, licenses or other authorizations relating to the NWP Rail Corridor. Trail segments shall be constructed in accordance with approved Construction Plans, and all applicable laws, rules, regulations and permits. Licensee shall provide fifteen (15) days advance written notice to GRTA or its successors and assigns prior to beginning construction on any trail segment. Licensee shall provide thirty (30) days advance written notice to the GRTA or its successors and assigns prior to opening any trail segment for public use.
 - (b) *Construction Plan Approval*. Licensee shall submit detailed construction-ready plans and specifications ("Construction Plans") to the GRTA or its successors and assigns for review and approval prior to constructing any trail segment. Within sixty (60) days of receipt, the GRTA, or its successors and assigns, shall provide comments and input on the Construction Plans to Licensee.
 - (c) *Construction Plan Contents*. Construction Plans shall include, but not be limited to, specifications for temporary construction fencing, permanent landscaping, fencing or other trail demarcation and setbacks, and signage.

- (d) *As-Built Plans*. Upon completion of construction and acceptance of any segment, Licensee shall provide copies of As-Built Plans to GRTA or its successors and assigns.

8. Maintenance.

- (a) Licensee shall, during the Term, at its own cost and expense and without any cost or expense to GRTA or its successors and assigns:
- i. Keep and maintain all trail improvements (subject to Licensee's right to remove) in good and neat order and repair and shall allow no nuisances to exist or be maintained therein. GRTA and its successors and assigns shall not be obligated to make any trail; and
 - ii. Comply with and abide by all applicable federal, state, and local laws and regulations affecting the License Property.
- (b) Trail Removal, Modification. In the event that any portion of the License Property between mileposts 293.37 and 295.57 is determined by GRTA, or its successors and assigns, to be needed for rail operations, GRTA may require the Licensee to reasonably remove, relocate or modify any Licensee-constructed trail improvement or portion thereof, at its own expense, in order to accommodate tracks or other railroad related facilities in the License Property. GRTA shall provide written notice to the Licensee that includes the date upon which the portion of the License Property between mileposts 293.37 and 295.57 will be needed by GRTA or its successors or assigns for rail operations, or to perform work in preparation for such rail operations, which shall not be less than one hundred eighty (180) days after written notice is given to Licensee. For purposes of this provision, "rail operations" means the construction of rail facilities or actual use of the License Property by GRTA, or its successors and assigns, for the passage of railroad cars through the License Property.

9. Compliance with Law. Licensee shall allow no nuisances to exist or be maintained upon the License Property and shall comply with and abide by all applicable federal, state, and local laws and regulations affecting the License Property and any actions of Licensee thereupon.
10. Insurance. Licensee shall maintain general liability coverage in the amount of no less than \$2,000,000 per occurrence and aggregate. Insurance shall be placed with a carrier having a current A.M. Best rating of at least A:VII or with the California Intergovernmental Risk Authority ("CIRA"). Evidence of coverage shall be provided to GRTA or its successors and assigns annually. The policy shall include GRTA, its successors and assigns as additional named insureds with respect to the trail. Evidence of Coverage shall be provided to GRTA annually.
11. Indemnification. To the maximum extent allowed by law, Licensee agrees to indemnify, defend, and hold harmless GRTA, including its officers, employees, agents, contractors, successors and assigns, from and against all loss, liability (including liability with respect to death, injury, and personal and property damage), claims, demands, suits, liens, claims of lien, damages, costs and expenses, arising out of or connected in any manner with the use or misuse of the License Property by the Licensee, its agents, licensees, or contractors, members of the public, or any act or omission by the Licensee therewith. Such indemnity shall not apply to the extent such loss, liability (including liability with respect to death, injury, and personal and property damage), claims, demands, suits, liens, claims of lien, damages, costs, and expenses are solely caused by GRTA's or any of its official's, employee's, consultant's, agent's, contractor's, or successors' and assigns' active negligence or willful misconduct. This provision shall survive any termination of the License for actions or inactions that may arise during the time this License is in effect.

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12. Termination. This Agreement shall terminate upon the expiration of the term thereof, pursuant to Section 5, or upon either of the following events:
- (a) Breach. In the event the Licensee breaches, or fails to keep, observe or perform any covenant, term or condition of this Agreement, in addition to all other rights and remedies of GRTA and its successors and assigns provided hereunder or by law, after written notice or demand, and the Licensee's failure to cure the breach within thirty (30) days of notice or commence to cure the breach within thirty (30) days for any breach that cannot be reasonably cured within thirty (30) days, GRTA or its successors and assigns may terminate this Agreement and thereafter recover possession of the License Property by lawful means.
13. Abandonment. In the event of action by the Licensee's governing body for Licensee to abandon the use of the License Property, or any part thereof, this Agreement shall terminate to the extent of the portion so abandoned or discontinued.
14. Surrender. Upon termination of this Agreement, including but not limited to a termination resulting from expiration of the lease term, breach, or abandonment of all or a portion of the trail improvements, Licensee shall, upon direction from GRTA, or its successors and assigns, (i) reasonably restore the affected portion of the License Property to a state or condition as it existed prior to the construction of trail improvements, or (ii) leave all or a portion of the trail improvements in place. Notwithstanding the foregoing, Licensee shall have no obligation to reasonably restore the affected portion of the License Property to a state or condition as it existed prior to the construction of trail improvements in the event GRTA terminates the Agreement pursuant to Section 12.
15. Waiver. No waiver of any default under this Agreement shall constitute or operate as a waiver of any subsequent default hereunder, and no delay, failure, or omission in exercising or enforcing any right, privilege, or option under this Agreement shall constitute a waiver, abandonment, or relinquishment thereof or prohibit or prevent any election under or enforcement or exercise of any right, privilege, or option hereunder.
16. Notices. Except as otherwise provided hereunder; any notice or communication to GRTA, its successors and assigns, or Licensee shall be in writing and be mailed by postage prepaid. Notices or communications shall be addressed to the parties at the following addresses, which may be changed at any time by notice to the other party:

To GRTA:
Executive Director

Great Redwood Trail Agency
c/o Blue Lake City Hall

P.O. Box 458
Blue Lake, CA 95482
info@thegreatredwoodtrail.org

To Licensee:
City Manager

City of Arcata
736 F Street

Arcata, CA 95521

Any notice mailed in the manner above set forth shall be deemed to have been received unless returned to the sender by the post office. Notice may be sent by email when simultaneously provided using the method set forth above.

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17. Severability. In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this License, but this License shall be construed as if such invalid, illegal, or unenforceable provisions had not been contained herein.
18. Time of the Essence. Time is of the essence of each and all of the agreements, covenants, and conditions of this License.
19. Consents. Whenever in this License the consent or approval of either GRTA, or its successors and assigns, or Licensee is required or permitted, the party requested to give such consent or approval will act promptly and will not unreasonably withhold its consent or approval, unless such consent is in the sole discretion of the non-requesting party.
20. Attorney's Fees. In the event of any action or proceeding at law or in equity between GRTA, or its successors and assigns, and Licensee to enforce any provision of this License or to protect or establish any right or remedy of either party hereunder, the unsuccessful party to such litigation shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees, incurred therein by such prevailing party, and if such prevailing party shall recover judgment in any such action or proceeding, such costs, expenses and attorney's fees shall be included in and as a part of such judgment.
21. Integration. This instrument constitutes the entire agreement between GRTA and Licensee with respect to the subject matter hereof and supersedes all prior offers and negotiations, oral or written. This License may not be amended or modified in any respect whatsoever except by an instrument in writing signed by GRTA, or its successors and assigns, and Licensee.
22. Amendments. If circumstances arise under which an amendment or modification of this Agreement would be appropriate, the Licensee and GRTA shall be free to jointly amend this Agreement. This License may be modified only in writing and only if signed by the parties at the time of the modification.
23. License Not a Lease. This Agreement does not constitute a lease but constitutes a mere revocable license, and Licensee is limited to the use of the License Property as described above. Licensee disclaims any interest that when coupled with the license herein granted would render it irrevocable.
24. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Nothing in this Agreement is intended to alter, limit, or otherwise affect the immunities and liability limitations provided to public entities under the laws of the State of California, including without limitation the Government Claims Act set forth in the California Government Code.
25. Assignment and Sublicense. Licensee may assign this Agreement, or any interest herein, at any time provided that, (i) GRTA has consented to the assignment, (ii) the assignment shall be in writing, duly executed and acknowledged by Licensee and the assignee, in form satisfactory to GRTA, providing that the assignee assumes and agrees to perform and observe all the agreements, covenants and conditions of this License on the part of Licensee to be performed and observed, and (iii) an executed original of such assignment shall be delivered to GRTA.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

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GRTA:

LICENSEE:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

General Counsel

Date: _____

DRAFT

Exhibit A

Great Redwood Trail Agency License Agreement with the City of Arcata

March 21, 2025

Description of License Property for the Arcata Annie & Mary Trail

The property subject to this Agreement (the “License Property”) is defined as the following:

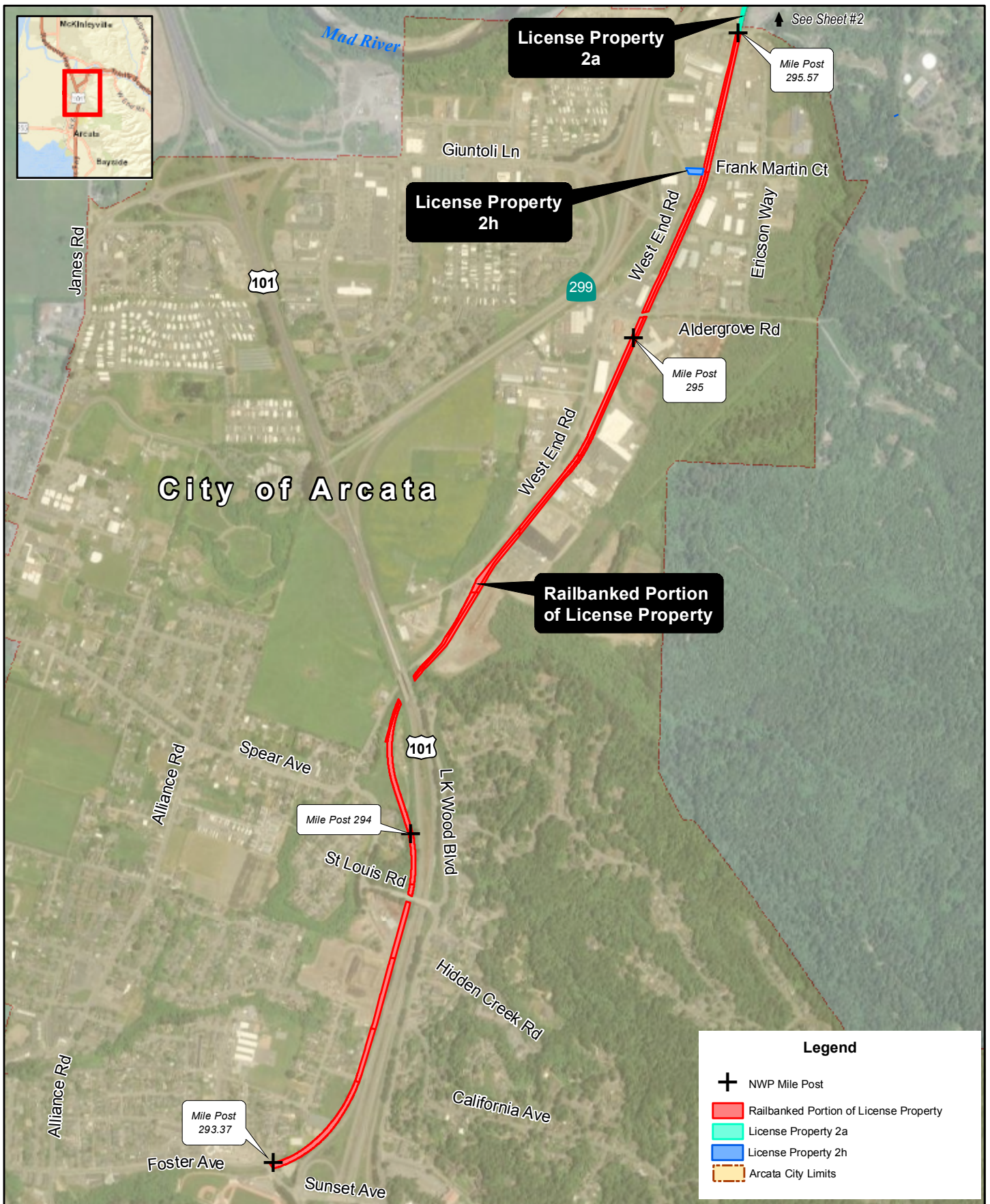
- 1) The specific section of the railbanked corridor (authorized by the Federal Surface Transportation Board per the Board’s decision in the Great Redwood Trail Agency – Abandonment Exemption – in Mendocino, Trinity and Humboldt Counties, CA, AB 1305X served October 24, 2022) between the Sunset Avenue Crossing and near Korblex (between Mile Posts 293.37 and 295.57) and;
- 2) The following properties north of Mile Post 295.57 under site control of GRTA and associated with the historical Arcata & Mad River Railroad and Minor Railroad*:
 - a) A 20-foot-wide strip of land as described in the County of Humboldt Book 4 Deeds, Page 595 dated November 28, 1881, generally associated with APNs 507-382-002 and 507-382-008 [Index 2,3]^
 - b) The lands, approximately 20-feet-wide, resulting from the 1881 court decision in the Humboldt County Superior Court in favor of Arcata & Mad River Railroad Company located directly west of APNs 504-181-021 and 504-181-025 (as described in Book 1076 O.R. Page 417) and east of APNs 504-201-001 and 504-201-018 (as described in Instrument Nos. 2020-000531 and 2010-7510-2, respectively), generally associated with APN 504-201-002 [Index 4]
 - c) A 20’ wide corridor centered on the rail centerline within a 60-foot-wide strip of land as described in the County of Humboldt Book 120 Deeds, Page 153 dated October 24, 1912, generally associated with APN 504-201-003 [Index 5 and southern segment of Index 4]
 - d) A 10-foot-wide lot of land as described in the County of Humboldt Book 4 Deeds, Page 349 dated November 29, 1881, generally associated with APN 504-201-004 [Index 6]
 - e) A 20-foot-wide lot of land as described in the County of Humboldt Book 3 Deeds, Page 319 dated July 2, 1881, generally associated with the western edge of APN 516-271-002 [Index 7]
 - f) The western 275 linear feet centered on the rail centerline of the real property as described in the County of Humboldt Book 137 Deeds, Page 384 dated May 15, 1917, generally associated with APN 516-271-002 [Index 7]
 - g) The strips or parcels of land associated with the Minor Railroad acquisition by Arcata & Mad River Railroad Co. referenced in the County of Humboldt Book 28

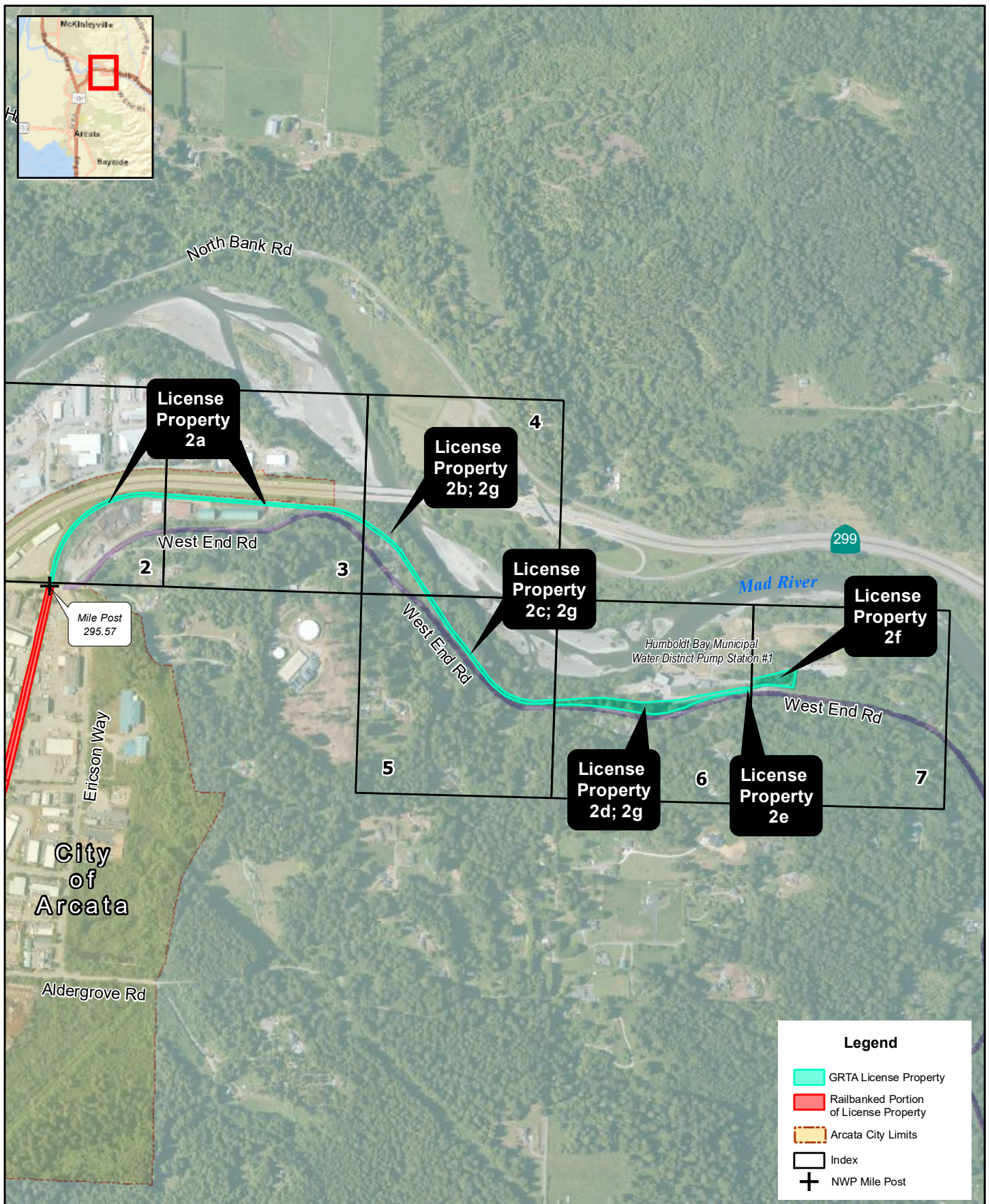
O.R. Page 328 dated January 16, 1948 and specifically described in the County of Humboldt Book 120 Deeds 58, Book 120 Deeds Page 291, Book 122 Deeds Page 357 and Book 115 Deeds Page 356, generally associated with APNs 504-201-002, 504-201-003, 504-201-004 and 516-271-002

- h) The southern 18' of a 50' wide right-of-way for ingress and egress and public utility purposes specifically described in County of Humboldt Recording No. 19710, Book 1371, Page 411, of Official Records, generally across the southerly portion of APN 507-251-020.

* All assets of the Minor Railroad were acquired by the Arcata & Mad River Railroad Co. in 1948.

^ Index numbers reference map Index numbers from the Preliminary Right-of-Way Analysis – Part 1 (Streamline Planning 2014).





IN THE MATTER OF:
City of Arcata Trail
License CEQA Findings

WHEREAS, the City of Arcata (“City”) has requested that the GREAT REDWOOD TRAIL AGENCY (“GRTA”) issue a license agreement to allow for the construction and operation of a class 1 trail on real property owned by GRTA, as part of a larger trail project within the City of Arcata and its surroundings (the Project); and

WHEREAS, in connection with the staff recommendation to the Board of Directors of GRTA to delegate authority to the Executive Director to execute a license agreement with City within the GRTA right-of-way between milepost 293.37 at Sunset Avenue in the City of Arcata and the Humboldt Bay Municipal Water District's Park 1 on West End Road in unincorporated Humboldt County, GRTA staff has reviewed and analyzed the Mitigated Negative Declaration

1 adopted by the City on December 21, 2022, associated with its Arcata Annie & Mary Trail
2 Connectivity Project, State Clearing House Number 2022110030, and
3

4 **NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE**
5 **GREAT REDWOOD TRAIL AGENCY** finds and declares as follows:
6

7 1. The Board of Directors has considered the environmental effects of the Project as
8 shown in the City of Arcata Mitigation Negative Declaration.

9 2. A new subsequent or supplemental EIR is not authorized by CEQA Guidelines
10 section 15162 as none of the triggers of further environmental review are met.
11

12 3. Pursuant to CEQA Guidelines section 15096(g), no alternatives or additional
13 mitigation measures are required to address the direct or indirect environmental effects of the
14 limited parts of the project that the GRTA is deciding to carry out, finance, or approve.
15

16 4. There are no significant impacts related to the part of the project that the GRTA is
17 carrying out, pursuant to CEQA Guidelines section 15096(h).
18

19 5. The Executive Director is directed to file a notice of determination regarding the
20 above pursuant to CEQA Guidelines section 15096(i).
21

22 The Executive Director, acting as the Clerk of the Board, is designated as the custodian
23 of the record of the proceedings upon which the Board's decision is based. These documents
24 may be found at Blue Lake City Hall, 111 Greenwood Rd., Blue Lake, CA 95525.

25 Introduced and adopted this ____ day of _____, at a meeting of the Board of Directors of
26 Great Redwood Trail Agency by the following vote:
27

AYES:
NOES:
ABSENT:

GRTA Chair Sackett

ATTEST:

GRTA Executive Director
Elaine Hogan