



GREAT REDWOOD TRAIL AGENCY

MEETING DATE: April 3, 2025

AGENDA ITEM: 11. Right of Entry Agreement with Humboldt Bay Harbor, Recreation, & Conservation District

FROM: Hannah Bartee

RE: Right of Entry Agreement with Humboldt Bay Harbor, Recreation, & Conservation District

EXECUTIVE SUMMARY:

The Humboldt Bay Harbor, Recreation, & Conservation District will need a right of entry agreement to access GRTA property for a period of two (2) years, which is the expected duration of the design and environmental permitting phase for the elements of the Redwood Marine Terminal Project (Project) that will intersect with the GRTA right-of-way. The "Permit Area" will extend from the Peninsula Picnic Area at Vance Ave and Hwy 255 (New Navy Base Rd) south to Bay St (approximately 3 miles), near the community of Samoa in unincorporated Humboldt County. Within those extents, the Harbor District and its contractors will complete design and environmental review of a potential 1.1-mile GRT segment and conceptual designs for an additional approximately 2 miles. An additional GRTA encroachment permit and license agreement(s) will be required before the construction of any improvements within the GRTA right-of-way.

BACKGROUND:

The Humboldt Bay Harbor, Recreation, & Conservation District (Harbor District), their contractor Moffatt & Nichol, and sub-contractors are conducting work associated with the development of the Heavy Lift Marine Terminal Project (Project). The Project includes development of the terminal site, access roads, a class I pedestrian trail that will be a future Great Redwood Trail (GRT) segment, utilities, and other activities, some of which intersect the GRTA right of way. The Harbor District will need a right of entry agreement to access GRTA property for a period of two (2) years to to inform design and environmental review and potential permitting for the Project elements within the GRTA right-of-way.

The GRTA Permit Area (see Figures 1 and 2 attached) will extend from the Peninsula Picnic Area at Vance Ave and Hwy 255 (New Navy Base Rd) south to Bay St (approximately 3 miles), near the community of Samoa in unincorporated Humboldt County. Within those extents, specifically between mileposts 300.0-301.1 or just north of Cookhouse Rd. to Samoa Pulp Lane, the Harbor District and its contractors will complete design and environmental permitting of a future 1.1-mile GRT segment as a portion of their overall Project. The Harbor District will develop concept-level designs for the remaining portion of the GRTA Permit Area

outside of the 1.1-mile GRT segment. Additional GRTA license agreement(s) will be required before the construction of any improvements within the GRTA right-of-way.

The Harbor District has been independently coordinating with several Tribes, including the Wiyot Tribe, Bear River Rancheria, Cher-Ae Heights Indian Community of the Trinidad Rancheria, Yurok Tribe, Hoopa Tribe, and Elk Valley Rancheria, regarding the Heavy Lift Marine Terminal Project (Project). In terms of community and local agency engagement, the Harbor District meets regularly with a wide range of stakeholder groups and advisory committees. The future GRT segment has been a topic of discussion of particular interest to the Samoa Peninsula Community Collaborative, the residents of the town of Samoa and Town of Samoa Advisory Committee, the Public Works Department of the County of Humboldt, and the Timber Heritage Association. GRTA staff are coordinating with the Harbor District to continue engagement with interested Tribes, agencies, and community groups regarding those Project elements which would take place within the GRTA right-of-way or would otherwise be a part of the future GRT.

As the Board will hear in its annual report on March 20, 2025, the Timber Heritage Association (THA) currently has a memorandum of understanding with GRTA for non-exclusive use of a portion of the rail line located within the GRTA Permit Area for the Project. The Harbor District and GRTA staff have met with THA board members and will continue to keep THA informed of the Project and share all information about the Project that may affect the THA operations adjacent to the GRTA right-of-way and permitted use of the rail line from the Samoa Post Office north through the GRTA Permit Area. The Harbor District's trail design from the Samoa Post Office north through the GRTA Permit Area will consider possible future use of the rail line (rail with trail). Conceptual plans will be shared with GRTA and THA for feedback as they are developed. The Harbor District's contractors will notify and coordinate with THA regarding field visits during any permitted Speeder cars event dates.

FISCAL IMPACT:

No fiscal impact to GRTA other than staff time for coordination.

CEQA ANALYSIS:

The discretionary approval of this agreement is categorically exempt from CEQA under Title 14, Section 15306 as the work consists of basic data collection, research and evaluation activities which will not result in a serious or major disturbance to an environmental resource.

RECOMMENDATION:

Authorize the Executive Director to approve a right of entry agreement with the Humboldt Bay Harbor, Recreation, & Conservation District, for the approximately 3-mile segment of GRTA's right-of-way between the Peninsula Picnic Area at Vance Ave and Hwy 255 (New Navy Base Rd) south to Bay St, near the community of Samoa in unincorporated Humboldt County, for a period of two (2) years, in a form approved by Counsel.

ATTACHMENTS:

- A. DRAFT ENTRY AGREEMENT HARBOR DISTRICT AGENDA ITEM 3 20 25



GREAT REDWOOD TRAIL AGENCY

Right of Access Agreement

This right of access agreement “Agreement” is entered into by and between the Great Redwood Trail Agency (GRTA) and the Humboldt Bay Harbor, Recreation, and Conservation District (HBHRCD), (Licensee) on the following terms and conditions:

1. Permission to Enter. GRTA gives its permission, subject to all the terms and conditions of this Agreement, to the Licensee to use GRTA’s premises as described in Figures 1 and 2 (Premises) for the purposes of site access to complete topographic and right-of-way surveys, cultural resources surveys, and potholing, soil and groundwater sampling for hazardous materials and geotechnical surveys, potholing for existing utilities, measurements, perform vegetation management, and conduct site observations including but not limited to filming, photography, and sound recording activities. Contractors and agents of Licensee shall be permitted to enter the Premises under the direction and control of Licensee, subject to all other terms hereof.
2. Non-Exclusive- License. The license herein granted is non-exclusive. GRTA continues to control the Premises including, without limitation, leasing, sub-leasing and granting of additional licenses.
3. Term. The term of this Agreement shall commence on April 1st, 2025 and expire at midnight on March 31st, 2027, unless earlier terminated pursuant to this Agreement. No holdover or use of Premises beyond the term of the term shall be permitted.
4. Specified Provisions. Licensee shall comply, and shall require all users of the Premises to comply, with the following requirements:
 - a. No Alterations. Licensee shall cause no permanent alteration to real property, and shall not install or place any permanent improvements upon the Premises.
 - b. Non-disturbance. Licensee and its activities shall not impede any authorized existing use or other grant of permission upon the Premises or associated real property.
 - c. Licensee-Funded. No activity undertaken by Licensee pursuant to this Agreement shall require the commitment of GRTA funds or staff resources for its completion. Licensee shall be solely responsible for all costs and expenses associated with Licensee’s activities.
 - d. Prior Permission to Perform Vegetation Management. Prior to performing any vegetation management program that exceeds weed abatement for initial access, Licensee shall provide detailed information to the Executive Director of the proposed vegetation management activities not less than 14 days prior to their proposed commencement. Executive Director shall have the authority to approve or deny permission for such activities to proceed.
5. Compliance with Laws. Licensee has represented to GRTA and hereby warrants that Licensee has complied with all laws and requirements relevant to the activities permitted under this license herein granted. Licensee shall observe and comply at all times with all applicable federal, state and county

statutes and ordinances, rules, regulations, directives, and orders of governmental agencies now in force or which may hereinafter be in force relating to or affecting the use of the license herein granted.

6. Waste; Nuisance. Licensee shall not commit, suffer, or permit the commission by others of: (I) any waste or nuisance on the Premises; (ii) any action or use of the Premises which interferes or conflicts with the use of the Premises by GRTA or any authorized person, except for actions permitted under this Agreement, or (iii) any action on the Premises in violation of any laws or ordinances.
7. Inspection. GRTA shall be permitted to enter and inspect the licensed Premises at any and all times.
8. Extent of Grant of License. This Agreement and the license herein granted are valid only to the extent of GRTA's jurisdiction as owner of the Premises. Acquisition of any other necessary permits or entitlements for use is the responsibility of Licensee. Nothing contained in this agreement shall be construed as a relinquishment of any rights now held by GRTA.
9. Non-Liability of GRTA. GRTA, its officers, agents, and employees shall not be liable to Licensee for any loss or damage to Licensee or Licensee's property from any cause. Licensee expressly waives all claims against GRTA, its officers, agents, and employees, unless such injury or damage is caused by or due to the sole negligence or willful misconduct of GRTA, its officers, agents, and employees.
10. Indemnification. Licensee agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to GRTA, and to defend, indemnify, hold harmless, reimburse and release GRTA, its officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense including, but not limited to attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by GRTA to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity, including Licensee, arising out of or in connection with the performance of Licensee hereunder, whether or not there is concurrent negligence on the part of GRTA, but, to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of GRTA.
11. Insurance. With respect to performance of activities under this Agreement, Licensee shall maintain, and shall require all of its subcontractors, consultants, and other agents to maintain, insurance at a level determined by GRTA to be sufficient to protect GRTA from losses associated with Licensee's use of the Premises, which shall include but not be limited to general liability insurance in an amount not less than One Million Dollars (\$1,000,000) limit for each occurrence and Two Million Dollars (\$2,000,000) each for the general aggregate. Certification that Licensee is self-insured to a level deemed acceptable by GRTA shall be deemed compliance with this Section. GRTA's execution of this Agreement shall be deemed acknowledgement by the parties that GRTA has approved Licensee's applicable insurance or self-insurance.
12. Liability for Loss or Damage to GRTA Property. Licensee shall be liable to GRTA for any loss or damage to the Premises arising from or in connection with Licensee's activities hereunder or any of its officers, agents, and employees, unless such loss is caused, in whole or in part, by any negligent or willful act or omission of GRTA, its officers, agents or employees. If caused in part by GRTA, then Licensee's liability shall be reduced by the extent of GRTA's percentage of responsibility.
13. License is Personal. The license herein granted is personal to Licensee and no right hereunder may be assigned, sublet, or otherwise transferred in whole or in part without the prior written consent of GRTA, and any attempt to assign, sublet or transfer shall be of no force or effect whatsoever unless and until GRTA shall have given its written consent thereto. GRTA may withhold its consent for any reason.
14. Licensee to Act in Independent Capacity. Licensee, its officers, agents, and employees shall act in an independent capacity and shall not represent themselves to be or be construed to be officers, agents, or employees of GRTA.

15. Notice. Any notice required or permitted to be given under this Agreement shall be in writing. Delivery of such written notice shall be conclusively taken as sufficiently given forty-eight (48) hours after deposit in the United States Mail, registered or certified, return receipt requested, with the postage thereon fully prepaid, addressed as follows:

If to GRTA: Great Redwood Trail Agency
 PO Box 458
 Blue Lake, CA 95525
 Attn: Executive Director

If to Licensee: Humboldt Bay Harbor, Recreation & Conservation District
 601 Startare Drive
 Eureka, CA 95501
 Attn: Rob Holmlund

Either party may at any time change its address for notices by giving written notice of such change to the other party in the manner provided in this Section 15.

16. Surrender. Upon the expiration or sooner termination of this Agreement, Licensee, at its sole cost and expense, shall remove all structures and equipment, unless otherwise agreed by GRTA and Licensee, and vacate the Premises.

LICENSEE HAS CAREFULLY READ AND CONSIDERED THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND HEREBY AGREES THAT LICENSEE SHALL BE BOUND BY ALL SAID TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

GRTA: _____
Signature

Name Title

Date

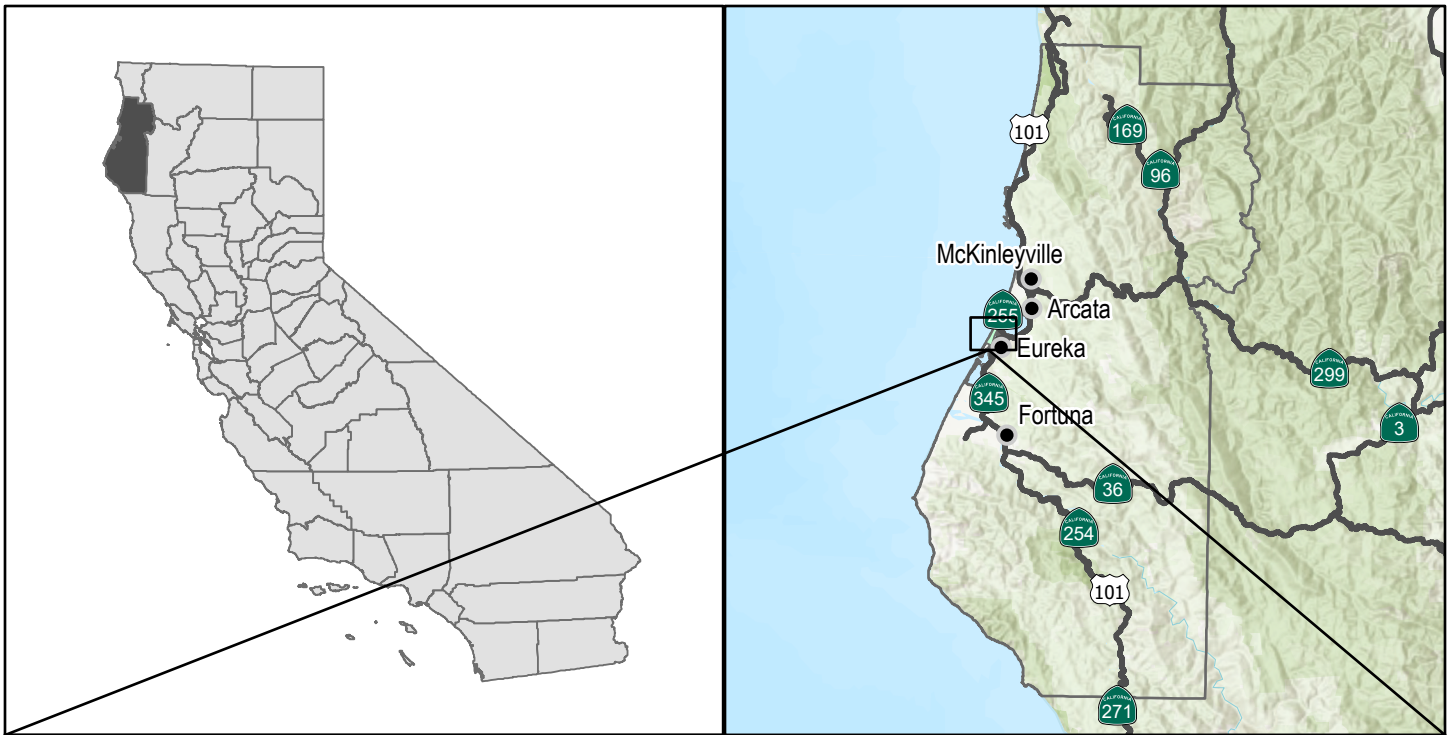
LICENSEE: _____
Signature

Name Title

Date

Approved as to Form:

General Counsel Date



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Map Projection: Lambert Conformal Conic
Horizontal Datum: North American 1983
Grid: NAD 1983 StatePlane California II FIPS 0402 Feet

**Humboldt Bay Harbor Recreation
& Conservation District
Samoa Trail**

Vicinity Map

Project No. 12635722
Revision No. -
Date Feb 2025

FIGURE 1

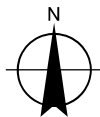
\\ghdnet\ghd\US\Azure\EastUS\12635722\GIS\Maps\Deliverables\12635722_Samoa_Trail.aprx - 12635722_006_Fig1_Vicinity_revA Print date: 20 Feb 2025 - 16:52

Data source: World Imagery (Clarity). This work is licensed under the Esri Master License Agreement. View Summary | View Terms of Use. Export: This layer is not intended to be used to export tiles for offline. Data Collection and Editing: This layer may be used in various ArcGIS apps to support data collection and editing, with the results used internally or shared with others, as described for these use cases.; World Topographic Map - labelless: California State Parks, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, USDA, USFWS; World Topographic Map - labelless: California State Parks, Esri, TomTom, Garmin, FAO, NOAA, USGS, Bureau of Land Management, EPA, NPS, USFWS; World Hillshade: Esri, NASA, NGA, USGS, FEMA; World Hillshade: Esri, USGS. Created by: jlopez4



Paper Size ANSI A
0 425 850 1,275 1,700
Feet

Map Projection: Lambert Conformal Conic
Horizontal Datum: North American 1983
Grid: NAD 1983 StatePlane California I FIPS 0401 Feet



**Humboldt Bay Harbor Recreation
& Conservation District
Samoa Trail**

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Site Map

FIGURE 2