



GREAT REDWOOD TRAIL AGENCY

MEETING DATE: April 3, 2025

AGENDA ITEM: 12. Non-Exclusive License Agreement with North Coast Highway Solar 1, LLC and North Coast Highway Solar 2, LLC

FROM: Hannah Bartee

RE: Non-Exclusive License Agreement with North Coast Highway Solar 1, LLC and North Coast Highway Solar 2, LLC

EXECUTIVE SUMMARY:

GRTA, North Coast Highway Solar 1, LLC and North Coast Highway Solar 2, LLC seek to enter into a Non-Exclusive License Agreement for use of approximately 3,301 square feet of real property near milepost 264.3 of the Carlotta Branch of the former Northwestern Pacific Railroad, to construct, operate, and maintain an at-grade commercial crossing, fiberoptic and electrical wire utility crossings to provide access to their solar facility. This item seeks Board authority for the Executive Director to execute such a license agreement, and the forms required by parent company EDP Renewables to facilitate payment of the license charge to GRTA. Additionally, upon approval of the license agreement, GRTA must make responsible agency findings for the mitigated negative declaration prepared and adopted by the County of Humboldt for the solar facility project, and file an appropriate Notice of Determination.

BACKGROUND:

North Coast Highway Solar 1, LLC and North Coast Highway Solar 2, LLC have received a Conditional Use Permit from the Planning Commission of the County of Humboldt for the construction and operation of a 2.8-megawatt solar photovoltaic power generation facility (solar facility) to produce renewable energy for the power grid, located just south of Highway 36 near the unincorporated communities of Alton and Hydesville. Solar facility operation will run for a minimum of 20 years under a power purchase agreement with Redwood Coast Energy Authority (RCEA). Solar facility maintenance staff are expected to have minimal visitation to the site following the start of operation.

GRTA and North Coast Highway Solar 1, LLC seek to enter into a Non-Exclusive License Agreement for use of approximately 3,301 square feet of real property near milepost 264.3 of the Carlotta Branch of the former Northwestern Pacific Railroad, to construct, operate, and maintain an at-grade commercial crossing for access to the solar facility, and fiberoptic and electrical wire utility line connections serving the solar facility.

The term of this Agreement shall be five (5) years commencing and shall automatically renew for additional, subsequent periods of five (5) years per renewal term. Use of the Premises shall be conducted in a manner that is consistent with GRTA's planned concurrent use of the Premises as a trail, and the use by Licensee of the Premises shall be conducted in such a

manner as to minimize any disruption to any current or future trail uses. GRTA will charge an annual license rate based on the GRTA Schedule of Rates & Charges for at-grade commercial crossings, fiberoptic, and electrical wire. The parent company of North Coast Highway Solar 1, LLC and North Coast Highway Solar 2, LLC is EDP Renewables. In order to facilitate payment of the license charge to GRTA, EDP Renewables is requiring GRTA to agree to abide by their supplier code of conduct. Staff have reviewed and do not foresee any issues with compliance. This item seeks delegated authority for the Executive Director to sign and submit the forms required by EDP Renewables to initiate payment to GRTA.

RECOMMENDATION:

Staff recommends the Board authorize the Executive Director to enter into a Non-Exclusive License Agreement with North Coast Highway Solar 1, LLC for the use of approximately 3,301 square feet of real property located near milepost 264.3 of the Carlotta Branch of the former Northwestern Pacific Railroad, to construct, operate, and maintain an at-grade commercial crossing, fiberoptic and electrical wire utilities; to sign and submit to EDP Renewables, the Supplier Qualification Application on behalf of GRTA in order to receive the license payment and; make responsible agency findings for the mitigated negative declaration prepared and adopted by the County of Humboldt for the solar facility project, and file an appropriate Notice of Determination.

FISCAL IMPACT:

Annual revenue from this license agreement will start at approximately \$5508, with the greater of either (1) 3% annual increase or (2) adjustments to coincide with the current GRTA Schedule of Rates & Charges approved by the Board.

CEQA ANALYSIS:

The construction and operation of a 2.8-megawatt solar photovoltaic power generation facility is a project under the California Environmental Quality Act. The County of Humboldt has prepared and adopted a Mitigated Negative Declaration for the project, the Notice of Determination for which was filed on September 19, 2024, associated with its issuance of permits for the project. 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 County of Humboldt Mitigation Negative Declaration, and recommends the Board of Directors adopt a resolution making responsible agency findings and adopt the County of Humboldt mitigated negative declaration, and direct staff to file an appropriate Notice of Determination.

ATTACHMENTS:

- A. DRAFT MP 264.3 NORTH COAST HIGHWAY SOLAR LICENSE AGREEMENT 2025.03.20
- B. EDP VENDOR APPLICATION - SUPPLIER CODE OF CONDUCT
- C. DRAFT RESOLUTION NORTH COAST HIGHWAY SOLAR CEQA 2025.03.20

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“**Agreement**” or “**License**”) is made as of this ____ day of ____, 202__ (the “**Effective Date**”), by and between the Great Redwood Trail Agency, a California public entity formed pursuant to Government Code Section 93000 et seq. (“**GRTA**”), formerly known as the North Coast Railroad Authority (“**NCRA**”) and North Coast Highway Solar 1, LLC and North Coast Highway Solar 2, LLC, Delaware limited liability companies (collectively the “**Licensee**”).

RECITALS

- A. GRTA is an easement holder possessing real property interest rights of the railroad right of way in that certain real property identified as Assessor’s Parcel Number 204-081-004 located in Humboldt County, California, known as the Northwestern Pacific Railroad rail corridor (“**NWP Rail Corridor**”).
- B. Licensee is a tenant possessing a leasehold interest in that certain real property located adjacent to the NWP Rail Corridor identified as Assessor’s Parcel Numbers 204-081-002; 204-081-007; and 204-171-047 commonly known as 2020 State Highway 36, Hydesville, California (the “**Licensee Property**”) pursuant to that certain Option and Lease Agreement dated November 14, 2019, by and between Licensee and Philip J. Nyberg and Melinda J. Nyberg Revocable Trust.
- C. Pursuant to the GRTA Encroachment Permit granted to Licensee contemporaneously herewith, GRTA has agreed to provide Licensee with a license to use, access, and construct improvements thereon over, across, under, and through the NWP Corridor for the benefit of the Licensee Property, for purposes associated with its commercial development of a solar power generation facility (the Project), the construction, operations, maintenance and decommissioning purposes thereof, upon certain conditions 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 Exhibits A and B attached hereto (“**Premises**”) being a portion of Assessor’s Parcel Number 204-081-004 located in Humboldt County, California, the Premises consisting of approximately 3301 square feet of land near Railroad Milepost 264.3 of the Carlotta Branch of the NWP Corridor, to be utilized for the purposes set forth in Section 2 (the “**Authorized Uses and Restrictions**”) and Section 3 (the “**Facilities**”) below.
- 2. Authorized Uses and Restrictions. GRTA hereby grants to Licensee a non-exclusive license to use, access, and cross over and above the Licensee Property for the purposes of accessing the Project, connecting required utility lines serving the Project, in accordance with Section 3 below (the “**Facilities**”), and to place underground utility improvements and above-grade crossing improvements as required for operation of the Project (all collectively, the “**Authorized Uses**”), subject to the restrictions and covenants set forth in this Section.
 - (a) Licensee shall have the right to construct, install, inspect, patrol, maintain, repair an at-grade crossing over and across the License Area for customary access to the Licensee Property (“**At Grade Crossing**”), in accordance with Section 7 below (“**Construction of Improvements**”).
 - (b) Licensee shall have the right to construct, install, inspect, patrol, own, operate, maintain, repair, replace, and remove utility and telecommunication facilities, equipment, and appurtenances

below the License Area, consisting primarily of three underground conduits (4.5" duct) with 12-strand fiber optic cables and 12kV medium voltage electrical cable inside ("Facilities"), in accordance with Section 7 below ("**Construction of Improvements**")

- (c) GRTA has the right to use the surface of the License Area for the construction and operations of a public trail, for the construction and operation of rail service, and for any purpose not inconsistent with this License. The use by Licensee of the Premises shall be conducted in such a manner as to minimize any disruption to any current or future trail or rail uses. GRTA agrees not to permanently block ingress or egress to the License Area or conduct any activity on the License Area or the Property that prevents the exercise of the rights conveyed to Licensee or which would impair or adversely affect the proper operation of the Facilities. Parties expressly acknowledge that GRTA intends to construct and operate a recreational trail on or near the License Area, the construction of which may cause a temporary reduction in access to the License Area. GRTA agrees to provide reasonable notice to Licensee of any activities that may impair such access. Licensee expressly acknowledges that to the extent any use of the License Area by GRTA allows the continued operational use and maintenance of Licensee's installed Facilities, such activities are deemed to be consistent with the grant of License, pursuant to this section.
 - (d) Licensee has the right to license, permit and otherwise authorize and agree to allow the use of the Facilities by any of its customers, clients, affiliates, partners, and joint ventures, employees, and agents, and to facilitate such rights, to authorize same to utilize the License Area in strict accordance with the terms of this License.
 - (e) Licensee has and shall have all other rights and benefits necessary to the full and complete enjoyment and use of the License and License Area for the purposes stated herein, as authorized by applicable law.
 - (f) Upon written permission of GRTA, which shall not be unreasonably withheld, Licensee has the right to make alterations within the License Area, and to relocate the Facilities within the License Area, and shall return the License Area to its original condition upon completion. If Licensee exercises its right to make such alterations, Licensee shall be responsible for ensuring that any changes in location of any equipment do not or will not impair Licensee's ability to use or access such equipment, in light of any improvements planned or installed by GRTA within the License Area. Licensee shall have no right to impair or demand modification of GRTA uses of the Licensed Area on the basis of conflicting uses of the License Area to the extent such conflicts are or would be created by Licensee's relocation of equipment.
 - (g) Licensee has the right to a temporary construction encroachment for eighteen (18) months for the purposes of initial construction and installation of the Facilities and At-Grade crossing; and subsequently for twelve (12) months, a temporary construction encroachment, for the purposes of removal of all installed Facilities and restoration of the License Area upon decommissioning of the Project.
3. Facilities. Licensee's utility Facilities, as more particularly described in Exhibit C attached hereto and incorporated herein, shall consist of, but not be limited to, conduits, cables, wires, surface location and warning markers, handholes, and other appurtenances for similar uses. Any above-ground components of the utility Facilities other than surface location and warning markers and handholes shall be allowed only upon prior written approval of GRTA, which permission shall not be unreasonably withheld so long as such proposed Facilities are reasonably necessary to the operation of the intended use of the License Area by Licensee.

- (a) The Facilities shall, at all times, be and remain the personal property of the Licensee, and shall not become or be considered as improvements to the Property or fixtures to the Property. In the event that Licensee conveys title to the Facilities, to either an affiliate company or to an unrelated third party buyer, such conveyance shall cause this License to run with the Facilities and all right, title and interest to the License Area and the rights herein granted shall automatically convey title to, and title shall vest in, such other affiliate company or buyer, for said buyer's immediate use and enjoyment without the need to file or record a new instrument.
 - (b) Licensee shall be liable for any and all personal property taxes assessed exclusively against the Facilities.
- 4. Term. The term of this Agreement shall be five (5) years (the "Term") commencing upon the Effective Date and shall automatically renew for additional, subsequent periods of five (5) years per renewal term (each, a "Renewal Term"), until and unless either party gives written notice of termination, or Licensee's use of the License Property is abandoned for a consecutive period of (1) year. Licensee and Licensors shall have the right to terminate this Agreement at any time by giving ninety (90) days prior written notice to the other party.
- 5. Consideration. As consideration for this Agreement, Licensee shall pay an Annual "License Rate" due and payable on July 1st of each year, in accordance with the terms and amounts set forth by GRTA in its most currently approved Schedule of Rates and Charges, with the first year's payment being a pro-rata portion of the days remaining in that Fiscal Year calculated from the Effective Date of this Agreement through June 30 of that same Fiscal Year. The License Rate shall be at the then-current GRTA-approved rate for that Fiscal Year and shall be subject to change per GRTA Board approval of Rates on an annual basis. Accordingly, the current annual License Rate for the first year of this License, calculated pro-rata as applicable, as of the Effective Date of this Agreement through the upcoming date of June 30, is based on an annual rate of Five Thousand Five Hundred Eight Dollars and Seventy-Six Cents (\$5,508.76), which is the sum total of the rates for the at-grade commercial crossing (\$4000.00) plus the rate for the three 66-foot utility/fiber optic crossings at \$7.62/linear foot (\$1,508.76). Each year upon the anniversary of the Commencement Date hereof, the License Rate shall be assessed and adjusted to the amount necessary to bring the License Fee up to the-then currently adopted applicable Rate set forth by the GRTA Schedule of Rates and Charges published.
- 6. Commencement. This Agreement shall commence upon execution hereof by the last party to so execute (the "**Commencement Date**").
- 7. Construction of Improvements. Upon compliance with this Section, Licensee shall be authorized to construct above-grade crossing improvements for access to the Project as described hereinabove, and shall be authorized to install below-ground utility infrastructure as necessary for the operation of the Project.
 - a. Construction Plan Approval. Prior to the construction of any improvement, License shall submit detailed construction ready plans and specifications ("**Construction Plans**") to the GRTA for review and approval prior to constructing any improvements. Within sixty (60) days of receipt, the GRTA shall provide comments and input on the Construction Plans to Licensee. Licensee shall make reasonable revisions to Construction Plans at the request of GRTA.

- b. **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.
 - c. **Construction Activities.** All construction shall be completed pursuant to applicable law, and Licensee shall obtain any required permits to complete construction. Licensee shall ensure that proper safety and access plans are in place for any construction activities. GRTA shall be permitted access to the premises at all times, with reasonable notice to Licensee of its intent to access the Premises during construction.
 - d. **As-Built Plans.** Upon completion of construction and acceptance of any segment, Licensee shall provide copies of As-Built Plans to GRTA.
8. **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.
9. **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 Licensee, its agents, licensees, or contractors, or any act or omission by 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 intentional conduct. This provision shall survive any termination of the License for actions or inactions that may arise during the time this License is in effect.

Licensee shall provide Licensor with a Certificate of Liability naming Great Redwood Trail Agency (GRTA) as Additionally Insured for the following categories and in the following amounts:

Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 general aggregate
Comprehensive Auto Liability	\$1,000,000 combined single limit
Worker's Compensation	\$1,000,000 each employee
Employer's Liability	\$1,000,000 policy limit
\$1,000,000 each accident	

10. **Surrender.** Upon termination of this Agreement, including but not limited to a termination resulting from expiration of the license term, breach, or abandonment of improvements, Licensee shall remove, at its own cost and expense, any and all improvements, unless GRTA provides written notice to Licensee, within 15 days of any notice of termination of this agreement, of its request that Licensee leave in place any At-Grade Crossing Improvements, in the sole and absolute discretion of GRTA. Upon removal of any improvements, the Licensee shall, with the concurrence of GRTA: (i) reasonably restore the affected portion of the License Property to a state or condition as it existed prior to the construction of improvements and remove any equipment and materials stored on the License Property; or (ii) leave the Licensed Property as modified by Licensee, excepting the removal of any properly removed improvements.

11. 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.
12. 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
PO Box 458
Blue Lake, CA 95525
(electronic)

To Licensee:

North Coast Highway Solar 1, LLC
c/o EDPR NA Distributed Generation LLC
1501 McKinney Street, Suite 1300
Houston, Texas 77010

If by USPS:

North Coast Highway Solar 1, LLC
c/o EDPR NA Distributed Generation LLC
P.O. Box 3827
Houston, Texas 77253

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 one of the methods set forth above.

13. Severability. In case any one or more of the provisions contained in this License 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.
14. Time of the Essence. Time is of the essence of each and all of the agreements, covenants, and conditions of this Lease.
15. 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.
16. Attorneys' 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.
17. 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.

18. 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.
19. 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.
20. 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.

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

GRTA:

By: _____
Name: _____
Title: _____
Date: _____

Approved as to form:

General Counsel

Date: _____

LICENSEE:

By: _____
Name: _____
Title: _____
Date: _____

Internal Legal Approval:



EXHIBIT "A"

REAL PROPERTY in the County of Humboldt, State of California, a strip of land 50 feet in width, being a portion of that parcel of land described in the Trust Transfer Deed recorded September 22, 2015, in Document No. 2015-018279-4 of Official Records, Humboldt County Records, described as follows:

COMMENCING at the southwesterly corner of said parcel of land;
Thence along the general westerly line the following two courses:

1. North $01^{\circ}26'32''$ East, 1,455.21 feet;
2. Thence South $75^{\circ}56'40''$ East, 1,273.35 feet, to a point on the northerly line of the Railroad Easement described in the deed recorded on June 27, 1884, in Book 13 of Deeds, page 503, and modified in the deed recorded May 9, 1902, in Book 77 of Deeds, page 312, both of Humboldt County Records;

Thence along said northerly line, South $75^{\circ}23'10''$ East, 202.12 feet, to the TRUE POINT OF BEGINNING;

Thence continuing along said northerly line, South $75^{\circ}23'10''$ East, 50.01 feet;
Thence South $13^{\circ}35'46''$ West, 66.01 feet, to the southerly line of said Railroad Easement;
Thence along said southerly line, North $75^{\circ}23'10''$ West, 50.01 feet;
Thence North $13^{\circ}35'46''$ East, 66.01 feet, to the TRUE POINT OF BEGINNING.

Containing 3,301 square feet, more or less.

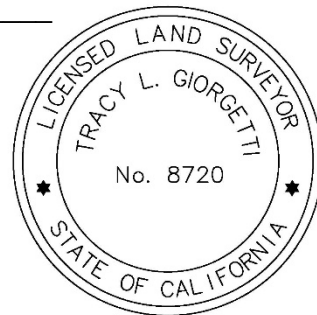
As shown on Exhibit "B" attached hereto and made a part hereof.

END OF DESCRIPTION

This legal description was prepared by me or under my direction in accordance with the Professional Land Surveyors Act.

Date: 1-7-25


Tracy L. Giorgetti, LS 8720



SECTION 13
T2N, R1W

SECTION 18
T2N, R1E

SECTION 24
T2N, R1W

NORTHWEST QUARTER
SECTION 19
T2N, R1E

COUNTY ROUTE 36

N01°26'32"E 1455.21'

S75°56'40"E 1273.35'

S75°23'10"E 202.12'

TPOB

66' RAILROAD ESMT
13-DEEDS-503
MODIFIED
77-DEEDS-312

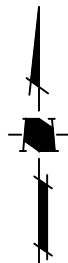
DOC 2015-018279-4

L1
L2
L3
50'

POC

LINE TABLE

LINE	BEARING	LENGTH
L1	S75°23'10"E	50.01'
L2	S13°35'46"W	66.01'
L3	N75°23'10"W	50.01'
L4	N13°35'46"E	66.01'



0 200 400
1 IN. = 400 FT.

LEGEND

POC
TPOB

POINT OF COMMENCEMENT
TRUE POINT OF BEGINNING

SHEET 1 OF 1

Date: 2025-01-07
Designed: TG
Drawn: RF
Checked: TG
Proj. Engr.: —
546912APL01



1570 Oakland Road (408) 487-2200
San Jose, CA 95131 HMHca.com

EXHIBIT "B"
PLAT TO ACCOMPANY DESCRIPTION

HUMBOLDT COUNTY

CALIFORNIA



Section 1: Supplier Code of Conduct

In performing its obligations under any Agreement with EDP Renewables, the Vendor and its officers, directors, employees, agents, and representatives agree that:

a) They will not directly or indirectly, offer, give, make, promise, pay or authorize the payment of any money, gift, or anything of value to any person that is an officer or employee of any government, or an officer or employee of any department, agency or instrumentality thereof, or of any public international organization, or any person acting in an official capacity on behalf of such government, department, agency or instrumentality thereof, or any candidate for or appointee to a political or government office, or to any political party; or

b) They will not receive, transfer, retain, use, or hide the proceeds of any criminal activity whatsoever, or employ or otherwise conduct business with a "designated person," namely a person or entity that appears on any list issued by the United States or the United Nations as being involved in money laundering, terrorism, or drug trafficking, or as having violated economic or arms embargoes.

c) As stated in the UN Global Compact, we further agree to reinforce management systems that guarantee the health, safety and well-being of workers, promote the freedom of association and the right to collective bargaining, fight against and avoid unethical and discriminatory practices (such as using forced or child labor), stimulate diversity and foster inclusion in all business practices by guaranteeing compliance with ethical standards, respect human and worker's rights within the Company's sphere of influence, and draw up specific codes of conduct and establishing appropriate working hours and fair wages. In addition to being socially responsible, we agree to minimize negative environmental impacts in all business activities by supporting a precautionary approach to environmental challenges, undertaking initiatives to promote greater environmental responsibility, conserving natural resources, minimizing pollution, reducing the use of water and energy, reducing environmental health hazards to workers and the community, avoiding the use of toxic products whenever possible, reducing waste generation and increasing the use and availability of environmentally preferable products.

d) They will acknowledge and familiarize themselves with the [EDPR Code of Ethics](#).

Dated at _____ this _____ day of _____
(location)

Signature (Required): _____
Name of Organization: _____
Name (Print): _____
Title: _____

By signing above, Organization hereby represents and warrants agreement to the statements above and that the information provided herein is true and correct, and complete in all material aspects. Organization further represents and warrants that the signatory is duly authorized to execute and deliver this application on behalf of Organization and fully bind Organization to the terms stated herein.

GREAT REDWOOD TRAIL AGENCY

Resolution No. 2025-__

IN THE MATTER OF:

Responsible Agency
Findings Re. Solar
Power Project near
MP 264.3

Resolution No. 2025-

WHEREAS, North Coast Highway Solar 1, LLC and North Coast Highway Solar 2, LLC

(collectively “NCHS”) has requested that the GREAT REDWOOD TRAIL AGENCY

(“GRTA”) issue a license agreement to allow for the construction and operation of a solar power generation project on a property adjacent to real property owned by GRTA (the Project); and

WHEREAS, The Project is located in unincorporated Humboldt County, California; 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 NCHS within the GRTA right-of-way between mileposts 264.0 and 264.5 of the Carlotta Branch of the former Northwestern Pacific Railroad in unincorporated County of Humboldt, GRTA staff has reviewed and analyzed the Mitigated Negative Declaration adopted by Humboldt County on September 19, 2024, associated with its issuance of permits for the property, State Clearing House Number 2024071264, and

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

3 1. The Board of Directors has considered the environmental effects of the Project as
4 shown in the Humboldt County Mitigation Negative Declaration.

5
6 2. A new subsequent or supplemental EIR is not authorized by CEQA Guidelines
7 section 15162 as none of the triggers of further environmental review are met.

8
9 3. Pursuant to CEQA Guidelines section 15096(g), no alternatives or additional
10 mitigation measures are required to address the direct or indirect environmental effects of the
11 limited parts of the project that the GRTA is deciding to carry out, finance, or approve.

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

14
15 5. The Executive Director is directed to file a notice of determination regarding the
16 above pursuant to CEQA Guidelines section 15096(i).

17 The Executive Director, acting as the Clerk of the Board, is designated as the custodian
18 of the record of the proceedings upon which the Board's decision is based. These documents
19 may be found at Blue Lake City Hall, 111 Greenwood Rd., Blue Lake, CA 95525.
20
21
22
23
24

25 Introduced and adopted this 20th day of March, at a meeting of the Board of Directors of Great
26 Redwood Trail Agency by the following vote:
27

AYES:
NOES:
ABSENT:

GRTA Chair Sackett

ATTEST:

GRTA Executive Director
Elaine Hogan

DRAFT