



GREAT REDWOOD TRAIL AGENCY

MEETING DATE: December 5, 2024

AGENDA ITEM: 8. Right of Entry Agreement with The Wildlands Conservancy

FROM: Louisa Morris

RE: Right of Entry Agreement with The Wildlands Conservancy

EXECUTIVE SUMMARY:

The Wildlands Conservancy (TWC) has received a Great Redwood Trail planning grant from the State Coastal Conservancy, for an 11.2-mile trail segment in GRTA right-of-way between Island Mountain tunnel and the Cain Rock Railroad bridge. They are seeking permission to enter GRTA property for trail planning purposes for approximately two years during the duration of their grant funding.

BACKGROUND:

The Wildlands Conservancy (TWC) will partner with the SCC and GRTA to complete the Eel River Canyon Preserve Great Redwood Trail Planning Project, Phase 1, consisting of preparing resource studies and surveys, conducting community engagement, coordinating with California Native American Tribes, and conducting vegetation management for an 11.2-mile segment of the Great Redwood Trail (GRT) in unincorporated Trinity and Humboldt Counties, which roughly corresponds with segment 18 described in the GRT draft Master Plan. Only minor vegetation management activities for purposes of accessing the property and study will be permitted via the proposed agreement; any addition vegetation management activities will not be permitted without prior approval of Executive Director.

RECOMMENDATION:

Authorize the Executive Director to Approve TWC's right of entry agreement, in a form approved by counsel, with GRTA for an 11.2-mile trail segment, from north side of Island Mountain tunnel to north side of Cain Rock Railroad Bridge, for a period of two years.

FISCAL IMPACT:

No fiscal impact to GRTA.

ATTACHMENTS:

- A. RIGHT OF ACCESS AGREEMENT TWC 11 22 24



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 Wildlands Conservancy (Licensee), with 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 Attachment A (Premises) for the purposes of site access to complete resource studies and surveys, remove trash, and for vegetation management. All volunteers are required to sign a Liability Waiver, as shown in Exhibit B. 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 December 6th, 2024 and expire at midnight on December 31st, 2026, 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.

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: The Wildlands Conservancy
 39611 Oak Glen Road
 Oak Glen, CA 92399
 Attn: Executive Director

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:

LICENSEE:

Signature

Signature

Name, Title

Name, Title

Date

Date

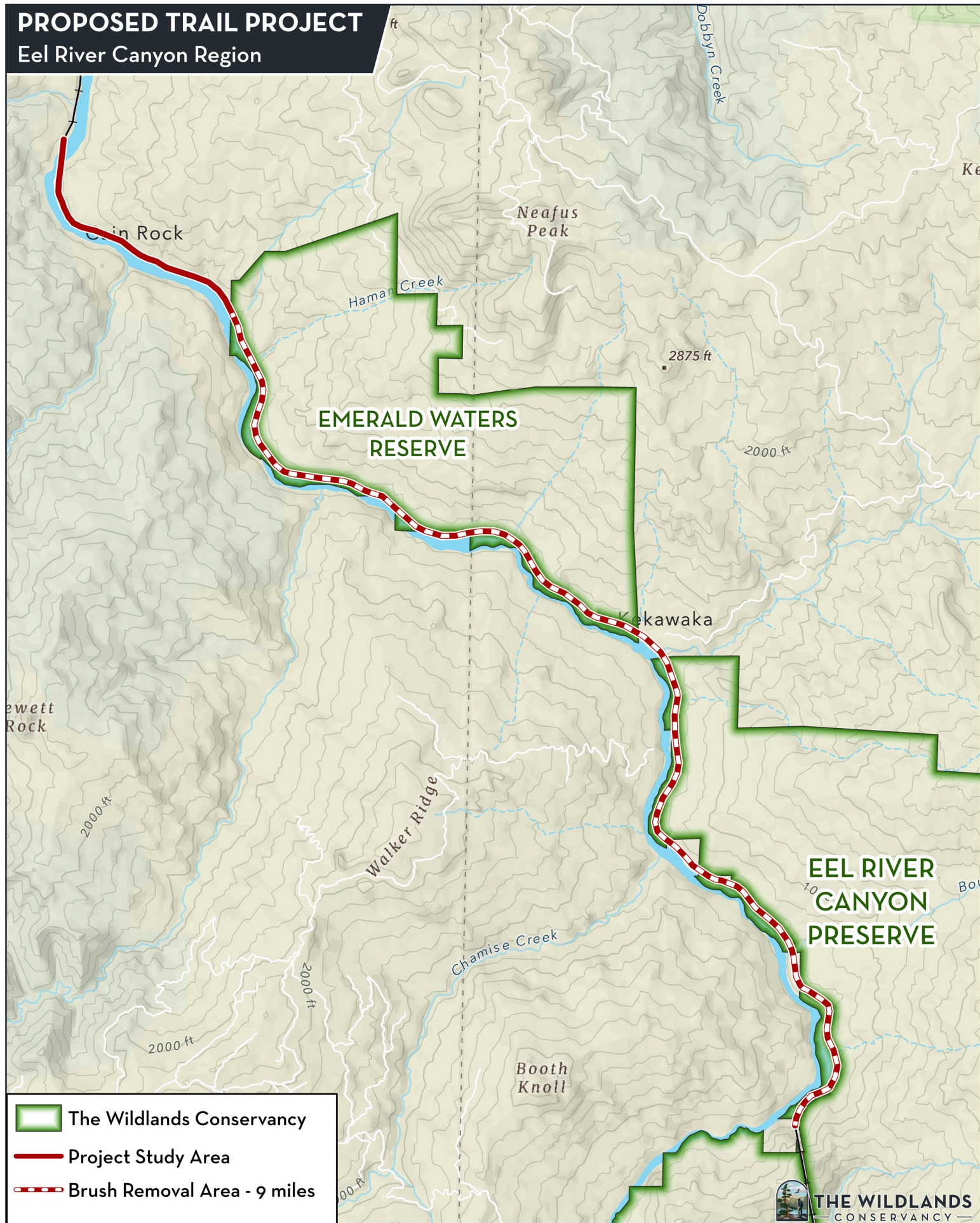
Approved as to Form:

General Counsel

Date

PROPOSED TRAIL PROJECT

Eel River Canyon Region



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EXHIBIT B



GREAT REDWOOD TRAIL AGENCY

AGREEMENT AND RELEASE FROM LIABILITY

Voluntary Participation. I acknowledge that I have voluntarily requested that Great Redwood Trail Agency ("GRTA") allow me to enter their respective property, owned or leased.

Assumption of the Risk. I AM AWARE THAT THERE IS A POTENTIAL HAZARD IN ENTERING GRTA PROPERTY INCLUDING STEEP, UNEVEN AND SLIPPERY TERRAIN, TRIPPING HAZARDS, NATURAL OBSTACLES, FLORA, FAUNA AND INSECTS, AND NARROW AND UNMAINTAINED PATHS. I AM AWARE THAT NO SAFETY EQUIPMENT HAS BEEN ADDED BY GRTA FOR THE PURPOSE OF PROTECTING VISITORS AND THAT GRTA PROPERTY AND FACILITIES, OWNED OR LEASED, ARE NOT DESIGNED OR IMPROVED FOR THIS USE AT THIS TIME. I AM VOLUNTARILY ENTERING THESE AREAS WITH KNOWLEDGE OF THE RISKS INVOLVED, AND I THEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH TO ME OR DAMAGE TO MY PERSONAL PROPERTY.

Release. AS CONSIDERATION FOR BEING PERMITTED BY GRTA TO ENTER THEIR PROPERTY AND FACILITIES, OWNED OR LEASED, I HEREBY AGREE THAT I, MY ASSIGNEES, HEIRS, DISTRIBUTEES, GUARDIANS AND LEGAL REPRESENTATIVES OR THE ORGANIZATION ON WHOSE BEHALF I ACKNOWLEDGE THIS RELEASE WILL NOT MAKE A CLAIM AGAINST OR SUE GRTA, THEIR OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, MANAGERS OR ANY OF THEIR AFFILIATED ORGANIZATIONS FOR INJURY OR DAMAGE, WHETHER RESULTING FROM NEGLIGENCE OR OTHER ACTS, HOWSOEVER CAUSED, BY GRTA, ANY EMPLOYEE, AGENT OR CONTRACTOR OF GRTA OR ANY OF THEIR AFFILIATED ORGANIZATIONS.

I further agree to defend GRTA, its board-members, officers, directors, employees, agents, managers and their affiliated organizations, from any liability or claim incurred in connection with my presence on GRTA's property and facilities, owned or leased, or my use, utilization, or employment of any equipment or material owned by GRTA and their affiliates, whether such liability or claim is caused in whole or in part by the acts or omissions of GRTA, to the fullest extent allowable by law.

Knowing and Voluntary Execution. I REPRESENT THAT I AM OVER 18 YEARS IN AGE AND THAT NO PROMISE OR INDUCEMENT HAS BEEN OFFERED OR MADE TO ME. I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS AND I AM AWARE THIS IS A RELEASE OF ALL LIABILITY AND A CONTRACT BETWEEN ME AND GRTA, AND I SIGN IT OF MY OWN FREE WILL.

This Release contains the entire agreement between the parties and no representations, oral or written, between the parties, not contained herein, shall be of any force or effect.

IT IS UNDERSTOOD AND AGREED THAT I EXPRESSLY AND VOLUNTARILY WAIVE ALL RIGHTS AND BENEFITS UNDER ALL PROVISIONS OF ALL COMPARABLE AND SIMILAR STATUTES OF ANY STATE OF THE UNITED STATES,

TO THAT SECTION 1542 OF THE CALIFORNIA CIVIL CODE, AND/OR PRINCIPLES OF COMMON LAW, IF ANY, APPLICABLE TO THIS RELEASE. I ACKNOWLEDGE THAT THIS WAIVER AND RELINQUISHMENT IS ESSENTIAL TO THE MATERIAL TERMS OF THIS RELEASE WITHOUT WHICH GRITA'S CONSENT WOULD NOT HAVE BEEN GIVEN. SECTION 1542 OF THE CALIFORNIA CIVIL CODE PROVIDES:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

I represent that I am 18 years of age or older and am legally competent to execute this Release. If signing for a minor, I represent that I am the parent or duly appointed legal guardian of the minor on whose behalf I am signing this Release.

Event name:_____ **Date(s):**_____

Location(s) of GRTA Property Access:_____

GRTA Approval: (Signature)_____ Date: _____

I/We Acknowledge and agree to the terms of this Release:

[illegible]