

LICENSE TO USE COUNTY REAL PROPERTY

This License to Use County Real Property ("Agreement") is made and entered into as of June 24, 2025 ("Effective Date"), by and between the County of Mendocino ("County"), a political subdivision of the State of California, and the City of Fort Bragg ("City"), a municipal corporation.

Recitals

This Agreement is entered into pursuant to the following facts:

- A. County owns certain property located at 360 North Harrison Street, in Fort Bragg, California, which is occupied by the Fort Bragg Veterans Memorial Building, APN 008-183-02, the "County Property").
- B. City owns certain property that surrounds the County Property, known as Bainbridge Park, generally located between North Harrison Street, East Laurel Street and North Whipple Street, in Fort Bragg, California (APNs 008-183-01, 008-183-03, 008-183-11, and 008-183-12; the "City Property").
- C. The County and City properties are all generally shown on Exhibit A, attached hereto and incorporated herein by this reference. Exhibit A is used for showing the general location and relationship of the properties involved, but is not a record of survey.
- D. City is undertaking improvements to Bainbridge Park through the Bainbridge Park Enhancement Project, which generally includes the demolition and reconstruction of certain paved pathways through Bainbridge Park that connect the Park and the Veterans Memorial Building to City streets, construction of a new stage pavilion and related accessways, installation of boulders and logs ("site furnishings"), removal of certain landscaping, installation of irrigation lines, and installation of new landscaping (the "Project"). As planned, some of the modifications of the Project will be installed on the County Property. The modifications of the Project that will occur on the County Property are generally shown and described on Exhibit B to this agreement, which is attached hereto and incorporated herein by this reference.
- E. Government Code Section 25526.6 provides that the Board of Supervisors may grant a license to use County real property to a city upon finding that the conveyance is in the public interest and that the interest in the land conveyed will not substantially conflict or interfere with the use of the property by County.
- F. County is amenable to the modifications to the County Property under the Project to be performed by City and is willing to grant a license to the City in order for the City and its contractors to perform said modifications.
- G. The consideration for the license to be granted pursuant to this agreement shall be the City's undertaking of the modifications identified in this agreement and an affirmative commitment of the City to maintain all landscaping and irrigation improvements installed on County Property.

Now, therefore, it is mutually agreed as follows:

1. The above recitals are true and correct and incorporated herein by this reference.
2. Government Code Section 25526.6 Findings. The County finds that the proposed conveyance of the license pursuant to this Agreement is in the public interest, as the

improvements to Bainbridge Park will create an improved public asset for public enjoyment and recreation, and the use and improvement of Bainbridge Park and the area to be licensed under this Agreement will not conflict or interfere with the use of the remainder of the County Property, which will still be useable as a Veterans Memorial Building.

3. County hereby grants to City and City's agents and employees a license to enter upon the County Property, outside of the Veterans Memorial Building, for the purpose of installing and constructing modifications of the Project(the "Licensed Area") , which area is shown on Exhibit C attached hereto and incorporated herein by this reference.
4. City accepts the use of the Licensed Area in an "as is" condition, with County providing no warranties as to the condition of the Licensed Area.
5. The license granted by County to City is for the purpose of installing the modifications of the Project described in Recital D and shown and described on the maps attached to this Agreement as Exhibit B and incorporated herein by this reference, as well as to allow for the City's continuing maintenance of the installations of the Project following Project completion.
6. Prior to commencing the modifications of the Project shown on Exhibit B, City shall prepare and circulate to County a safety plan for the modifications, including any pedestrian recirculation which may be required during the modification work.
7. City agrees that it shall perform the Project only after securing all permits, licenses, or other legal authorizations required. County shall cooperate with City to achieve the completion of the Project.
8. As designed, City's Project will install a portion of the new stage pavilion and certain site furnishings on the County Property. City and County agree to collaborate and discuss possible methods and mechanisms in which a portion or all of the County Property may be conveyed to City in order to most properly consolidate ownership of the land used as Bainbridge Park in the City.
9. Upon completion of the City's Project, City shall leave the County Property in a condition comparable to the condition of said property as of the Effective Date, except for the modifications specified by this Agreement, including repair or replacement of any landscaping, structures, fences, driveways, or other improvements on said property not part of the Project that are removed, damaged or destroyed by City or City's agents or employees, including the Veterans Memorial Building.
10. Following the completion of the City's Project, this License shall continue for City's use of the Licensed Area as part of Bainbridge Park. City shall maintain the irrigation, landscaping, and site furnishings installed on the Licensed Area at its sole cost and expense. County shall have no responsibility to pay for any costs of providing water to said landscaping or maintaining the irrigation system or the landscaping planted on the Licensed Area.
11. City covenants and agrees to indemnify, defend and hold harmless County, and its agents, officers, attorneys, and employees, from any and all claims, demands, damages, costs, liabilities and losses whatsoever (including reasonable attorney's fees and costs incurred in defending claims) alleged or arising out of City's Project, City's use of the County Property, the use of the Licensed Area as part of Bainbridge Park (in particular the site furnishings and new stage pavilion installed as part of the Project) or to attack or set aside the approval of this Agreement.

12. This Agreement shall be effective as of the Effective Date. This Agreement may be terminated either by the written agreement of the parties or by County's providing six (6) month written notice.
13. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of City and County, except as otherwise provided in this Agreement.
14. In any action to enforce or interpret the terms of this Agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.
15. The parties have herein set forth the whole of their agreement. This Agreement may be supplemented, amended or modified only by the mutual Agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
16. The performance of this Agreement constitutes the entire consideration for said document.

[Signatures on next page.]

DEPARTMENT FISCAL REVIEW:

Darcie Antle

DEPARTMENT HEAD DATE

Budgeted: ☐ Yes ☐ No

Budget Unit: _____

Line Item: _____

Grant: ☐ Yes ☐ No

Grant No.: _____

CITY OF FORT BRAGG

Signed by:

Isaac Whippy
50E8C1A52F474A7...

By: _____
CITY MANAGER

Date: 06/18/2025 6/24/2025

ADDRESS OF CITY:

416 North Franklin Street

Fort Bragg, CA 95437

COUNTY OF MENDOCINO

By: John Haschak
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 06/25/2025

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Antle
Deputy 06/24/2025

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: Antle
Deputy 06/24/2025

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: Man / Lisa
COUNTY COUNSEL

Date: 06/18/2025

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 06/18/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 06/18/2025

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐ _____

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____

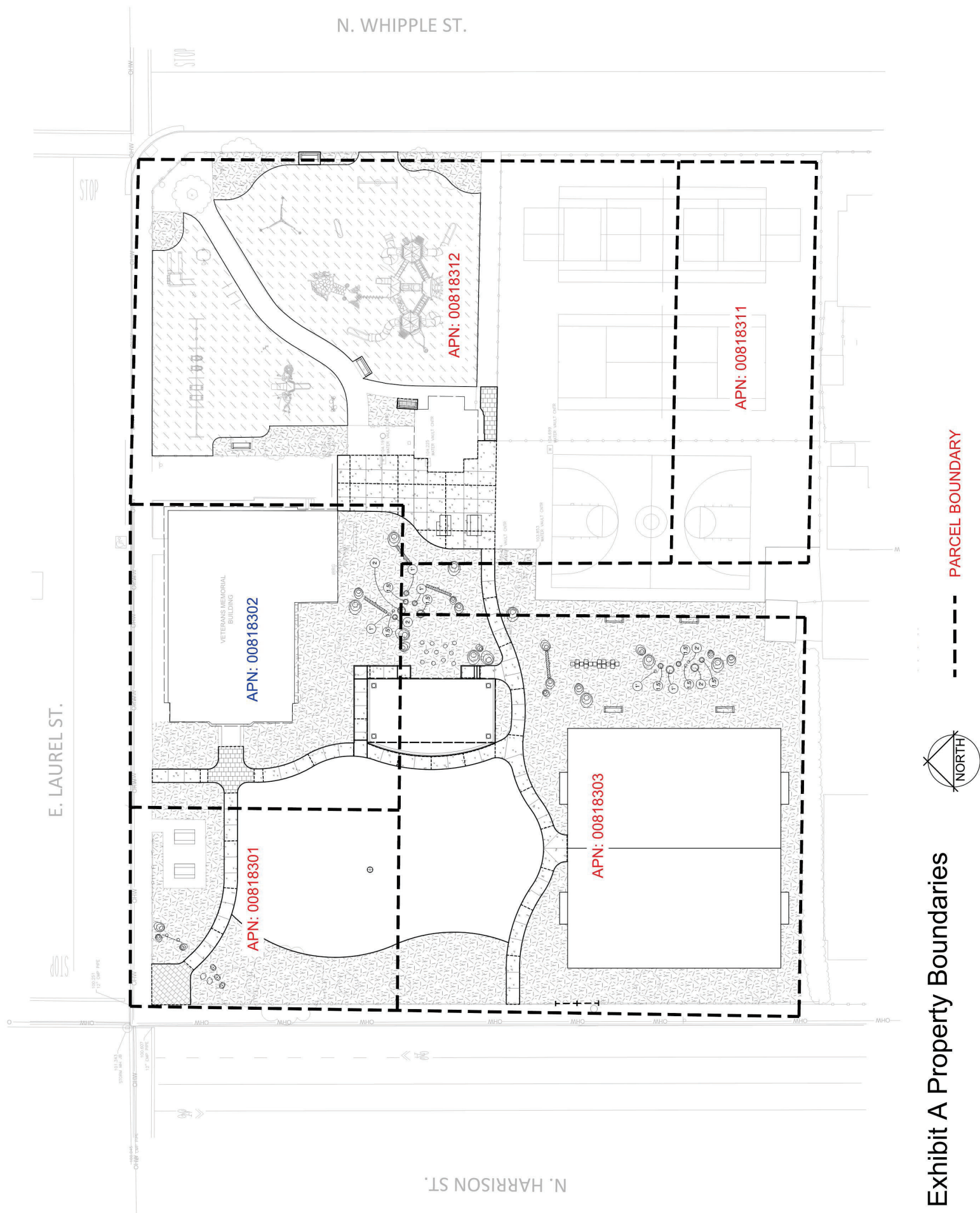
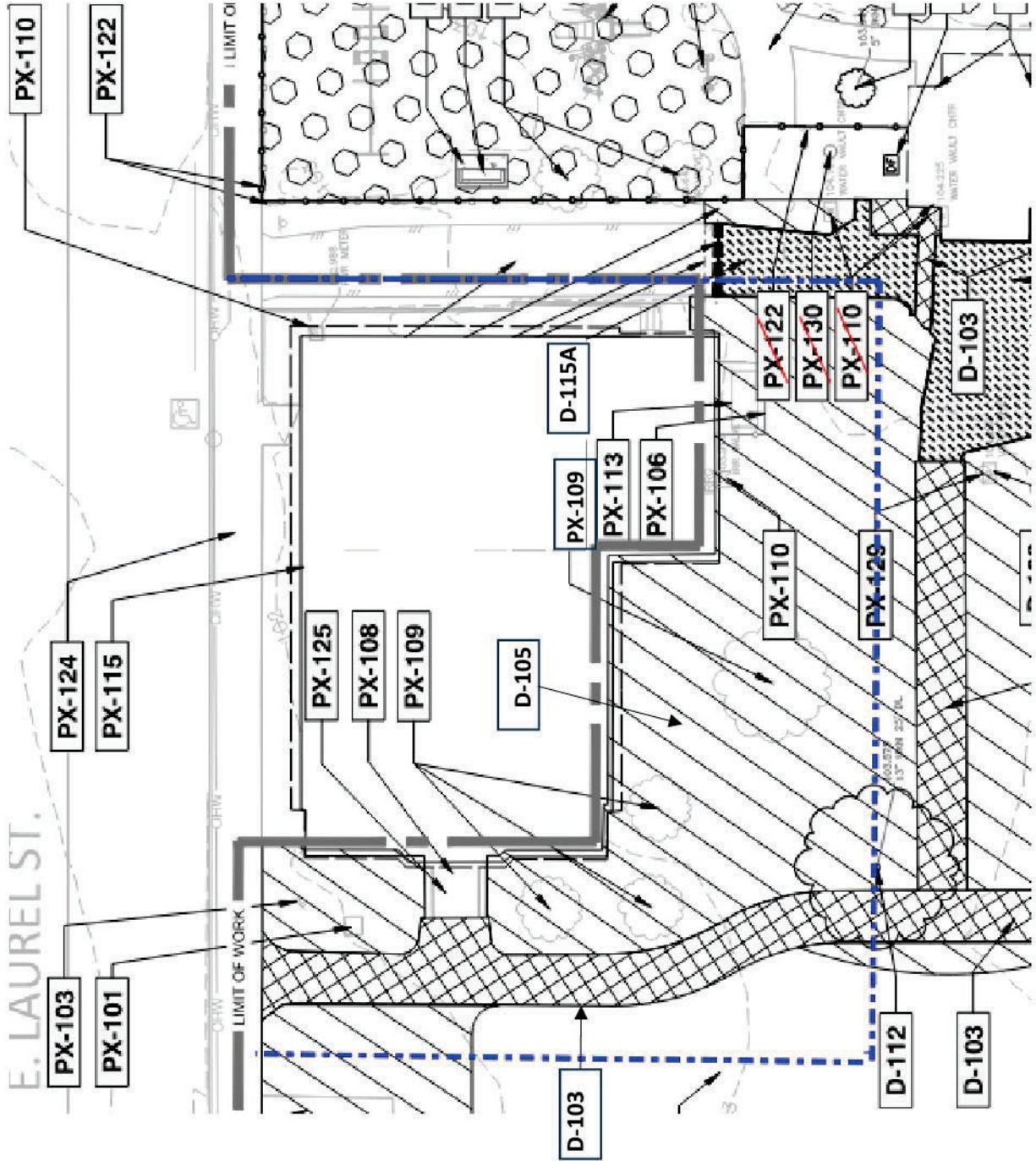


Exhibit A Property Boundaries

EXHIBIT B scope of work



Demolition Plan

Reference Notes

Demolition (D-)

- D-103** REMOVE EXISTING CONCRETE AND DISPOSE OF OFF-SITE. SAWCUT CLEAN EDGE.
- D-105** REMOVE (E) TURF WITHIN PROJECT LIMIT OF WORK. CUT DOWN TO REMOVE ROOTS IN CLEAR AND GRUB PHASE AND DISPOSE OF OFF-SITE. SEE CONSTRUCTION PLAN FOR PROPOSED BOUNDARY. ADJUST (E) IRRIGATION TO NEW TURF EDGE PER IRRIGATION PLAN.
- D-112** REMOVE EXISTING TREE, GRIND OUT ALL ROOTS TO 36" DEPTH AND REMOVE ALL GRINDINGS ORGANIC MATTER, BACKFILL & COMPACT WITH NATIVE SOIL TO 90% DENSITY.
- D-115A** REMOVE EXISTING ASPHALT AND DISPOSE OF OFF-SITE. SAWCUT CLEAN EDGE. PATCH DAMAGED ASPHALT, SLURRY SEAL ASPHALT TO REMAIN. SEE CONSTRUCTION PLAN FOR BOUNDARY.

Preserve (PX-)

- PX-101** RETAIN AND PROTECT EXISTING FLAGPOLE
- PX-103** RETAIN AND PROTECT EXISTING SIGN
- PX-106** RETAIN AND PROTECT EXISTING CHAIN LINK FENCE
- PX-108** RETAIN AND PROTECT EXISTING CONCRETE
- PX-109** RETAIN AND PROTECT ALL EXISTING TREES AS LABELED. DETAIL.
- PX-110** RETAIN AND PROTECT EXISTING ABOVE-GROUND SITE UTILITIES INCLUDING POLES, BOXES, AND LIGHTS.
- PX-113** RETAIN AND PROTECT EXISTING DIESEL TANK
- PX-115** RETAIN AND PROTECT EXISTING BUILDING AND ALL ASSOCIATED UTILITIES
- PX-122** RETAIN AND PROTECT EXISTING SIGN ON FENCE
- PX-124** RETAIN AND PROTECT EXISTING STREET SIDEWALK
- PX-125** RETAIN AND PROTECT EXISTING STAIRS AND HANDRAIL

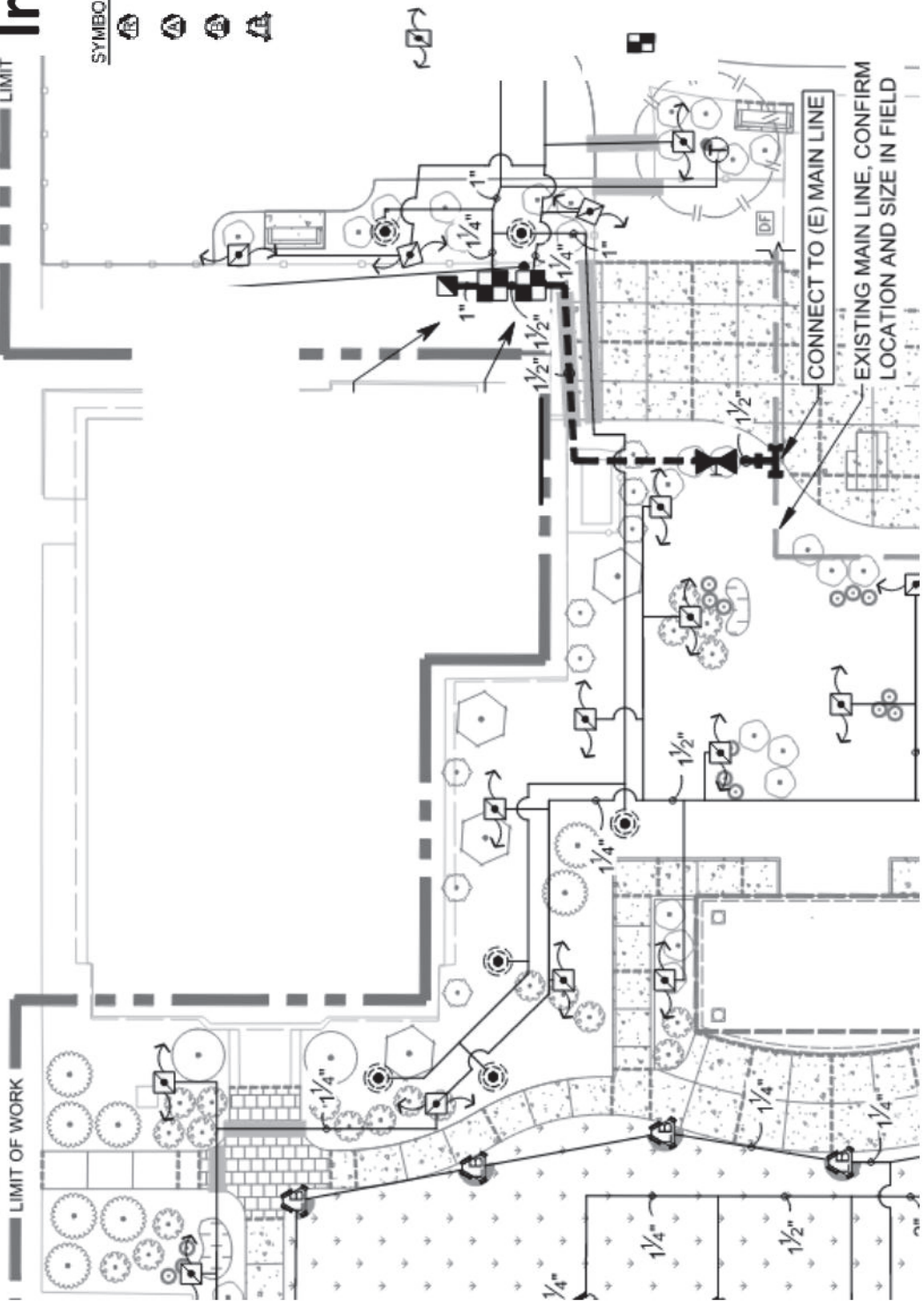
Irrigation Plan

SYMBOL

-  HUNTER MP2000 PROS-04-PRS40-CV-F R
-  HUNTER MP3000 PROS-04-PRS40-CV-F A
-  HUNTER MP3000 PROS-04-PRS40-CV-F B
-  HUNTER MP3500 PROS-04-PRS40-CV-F LB

- PIPE TRANSITION POINT TO SHRUB DRIP LINE
TRANSITION FROM PVC LATERAL TO DOUBLE DRIP LINE
ROWS AT SHRUB ROWS/GROUPS PER DETAIL. INSTALL WITH RISER IN CARSON 910 VALVE BOX.
- DRIP LINE SHALL BE PRESSURE-COMPENSATING HUNTER HDL-06-12-CV DRIP LINE WITH 0.6 GPH FLOW, CHECK VALVE, 12" EMITTER SPACING, OR APPROVED EQUAL.
 - BLANK TUBING SHALL BE HUNTER HDL-BLNK, OR EQUAL.
 - DRIP TUBING NOT SHOWN ON PLANS.

- HUNTER ICZ-101-25
DRIP CONTROL ZONE KIT. 1IN. ICV GLOBE VALVE WITH 1IN. HY100 FILTER SYSTEM. PRESSURE REGULATION: 25PSI. FLOW RANGE: 2 GPM TO 20 GPM. 150 MESH STAINLESS STEEL SCREEN.

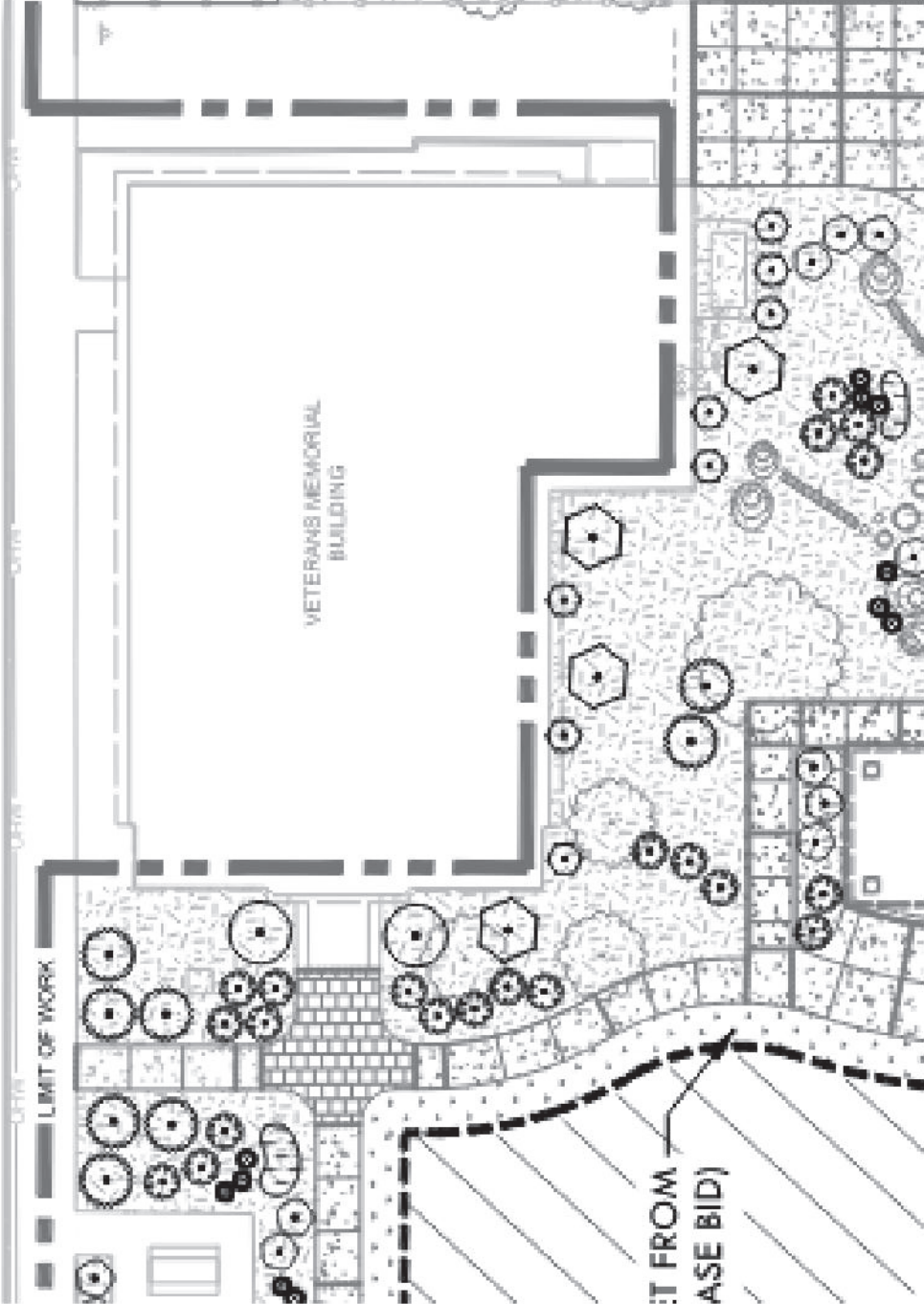


City to Maintain Proposed Irrigation as part of the master irrigation plan

Landscaping Plan

PLANT SCHEDULE

<u>SYMBOL</u>	<u>CODE</u>	<u>BOTANICAL NAME</u>
<u>TREES</u>		
	LF	LYONOTHAMNUS FLORIBUNDUS ASPLENIFOLIUS
	MP	MELALEUCA NESOPHILA
	MC	MYRICA CALIFORNICA
<u>SHRUBS</u>		
	CW	CUPRESSUS MACROCARPA 'MILMA GOLDCREST'
	FN	FRANGULA CALIFORNICA 'EVE CASE'
	JI	JUNIPERUS HORIZONTALIS 'MONBER'
	LS	LEUCADENDRON X 'SAFARI SUNSET'
<u>GRASSES</u>		
	CK	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTE'
	CP	CAREX PRAEGRACILIS
<u>GROUNDCOVERS</u>		
	AE	ARCTOSTAPHYLOS X 'EMERALD CARPET'
	CT2	CAREX TESTACEA
<u>TURF SOD</u>		
		BOLERO PLUS SOD AVAILABLE FROM DELTA BLUEGR
		EXISTING TREE



City to Maintain Proposed Plantings

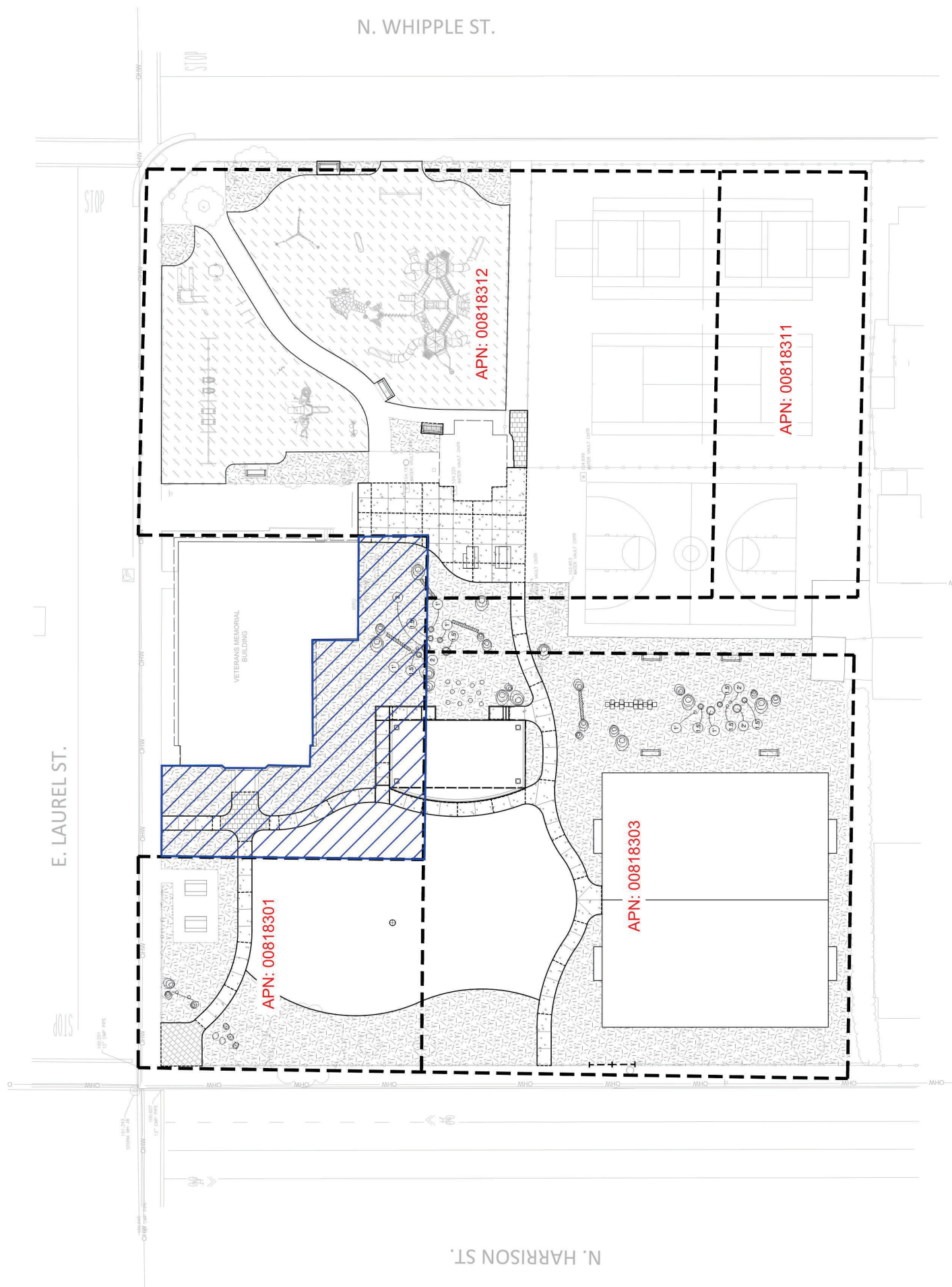


Exhibit C Licensed Area



Area of License

PARCEL BOUNDARY