

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement” or “License”) is made as of this ____ day of _____, 2026, by and between the Great Redwood Trail Agency, a public agency formed pursuant to Government Code Section 93000 et seq. (“GRTA”), formerly known as the North Coast Railroad Authority (“NCRA”) and the County of Mendocino, a political subdivision of the State of California (“Licensee”).

RECITALS

- A. GRTA is the property owner or easement holder of the railroad right of way located in Mendocino County known as the Northwestern Pacific Railroad rail corridor (“NWP Rail Corridor”).
- B. Caltrans’ planned construction activities within Hopland, California, will significantly reduce available public parking along the Highway 101 corridor beginning in July 2026. In response to impacts on local businesses, residents, and visitors, Licensee has sought temporary parking solutions on GRTA-owned property to support continued community access during the construction period.
- C. Licensee has authority under Government Code Section 54031 to acquire by lease, purchase or other manner property for parking motor vehicles, and, pursuant to Government Code Section 54033, additionally may permit the use of the property by the public when in the judgment of the Board of Supervisors such use is necessary or convenient for the public. In approving this License, the Board has so determined that this use by the public is both necessary and convenient for the public to alleviate the loss of parking by Caltrans’ planned construction activities.
- D. GRTA has agreed to provide Licensee with a temporary, non-exclusive license to use a portion of the NWP Rail Corridor for public parking purposes to support the Hopland community during the Caltrans construction period, upon the terms and conditions set forth hereinbelow. GRTA has determined that the public benefit associated with this arrangement warrants waiver of license fees during the term of this Agreement.

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 approximately depicted in Exhibit A attached hereto (“Premises”) (Hopland, Mendocino County, California), the Premises consisting of approximately 42,625 square feet of land near Railroad Milepost 100, on the northern side of the Hopland rail crossing area, adjacent to State Highway 175, to be used by Licensee as a temporary public parking area.
2. Use. GRTA hereby grants to Licensee a non-exclusive license to access and use the License Property in a manner consistent with the current use of the License Property (for temporary public parking purposes in support of community access during the Caltrans construction project along the Highway 101 corridor in Hopland) and may additionally use the License Property to the extent necessary to maintain any existing improvements, as set forth in Section 5 Maintenance, below. Licensee’s use of the License Property shall be subject to the following conditions: (a) No camping shall be permitted on the License Property at any time; (b) No dumping of waste, debris, or any other materials shall be permitted on the License Property; (c) No storage of inoperable or abandoned vehicles shall be permitted on the License Property; (d) Licensee shall be solely

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responsible for ensuring compliance with all applicable ADA accessibility requirements with respect to the parking area, and GRTA shall bear no responsibility therefor; (e) Licensee shall be responsible for the removal of all trash and litter generated by users of the parking area; (f) No commercial activity or vendor uses shall be permitted on the License Property unless such activity is separately authorized by a written license agreement with GRTA; (g) Licensee shall at all times maintain clear and unobstructed emergency vehicle access throughout the License Property; and (h) No hazardous materials shall be stored, used, or disposed of on the License Property. Licensee may, at its discretion, install signage on the License Property related to parking rules and conditions, subject to GRTA's prior written approval; however, no signage shall be required by this Agreement.

3. Consideration. In recognition of the significant public benefit provided by this Agreement in supporting the Hopland community during the Caltrans construction project, and to maintain goodwill with cooperating agencies and adjacent landowners, and to secure the benefits of occupancy, GRTA hereby waives all license fees otherwise applicable to the use of the License Property during the term of this Agreement. The parties acknowledge and agree that the mutual covenants and obligations set forth herein, including Licensee's indemnification obligations and assumption of operational responsibility, constitute adequate and sufficient consideration for this Agreement.
4. Commencement. This Agreement shall commence on July 7, 2026, or upon the completion and vacation of the License Property by Pacific Gas and Electric Company ("PG&E") from its current occupancy of the License Property, whichever is later (the "Commencement Date"). GRTA shall provide written notice to Licensee confirming the Commencement Date upon PG&E's vacation of the License Property.
5. Term. This Agreement shall expire on December 31, 2026, unless sooner terminated in accordance with Section 9 (Termination) hereof. The term of this Agreement may be extended beyond December 31, 2026, solely upon the mutual written agreement of the parties executed prior to the expiration date.
6. Maintenance. Licensee is granted the right to use the License Property on an as-is, where-is basis. GRTA makes no warranty as to the condition, useability, or fitness of the License Property for the purposes of parking based upon the current use or any future use of the License Property. Licensee may, subject to all provisions of Section 7 Indemnification, perform minor tasks to maintain the useability of the License Property, that do not constitute physical improvements to the real property or require any permitting, such as debris removal or weed abatement. Any improvements, repairs, or alterations to the License Property shall be completed solely upon the written approval and consent of GRTA, which consent may be given or withheld in the sole discretion of GRTA.
7. 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.
8. 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,

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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 is a public agency and represents that it is self-insured and/or participates in a joint powers authority or risk pool that provides coverage equivalent to that which would otherwise be required hereunder. Licensee shall, upon request by GRTA, provide written evidence of such self-insurance or risk pool coverage. Such self-insurance or risk pool participation shall satisfy Licensee's insurance obligations under this Agreement, provided that such coverage is adequate to support Licensee's indemnification obligations set forth herein. Nothing in this section shall be construed to limit or modify Licensee's indemnification obligations under this Agreement.

9. Termination. This Agreement may be terminated by either party at any time and for any reason whatsoever, upon 30 days of written notice of the terminating party of their intent to terminate. Upon termination of this agreement, Licensee shall timely surrender the Premises in a clean and well-maintained state of repair, having removed any and all trade fixtures, and upon the written election of GRTA received no less than 15 days after written notice of termination, shall leave in place any improvements or other fixtures to the Premises which have become affixed thereto. If GRTA requests Licensee remove any improvements or fixtures from the Premises upon termination, Licensee shall, at its sole costs and expense, restore the Premises to the condition preexisting their placement. Any improvements or fixtures left upon the Premises upon termination hereof shall, at the election of GRTA, become the property of GRTA.
10. 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.
11. 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
111 Greenwood Rd/PO Box 458
Blue Lake, CA 95525

To Licensee:

Darcie Antle, Chief Executive Officer
County of Mendocino
501 Low Gap Rd
Ukiah, CA 95482

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.

12. 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.

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13. Time of the Essence. Time is of the essence of each and all of the agreements, covenants, and conditions of this Lease.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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:

COUNTY OF MENDOCINO (LICENSEE):

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

Approved as to form:

General Counsel

Date: _____

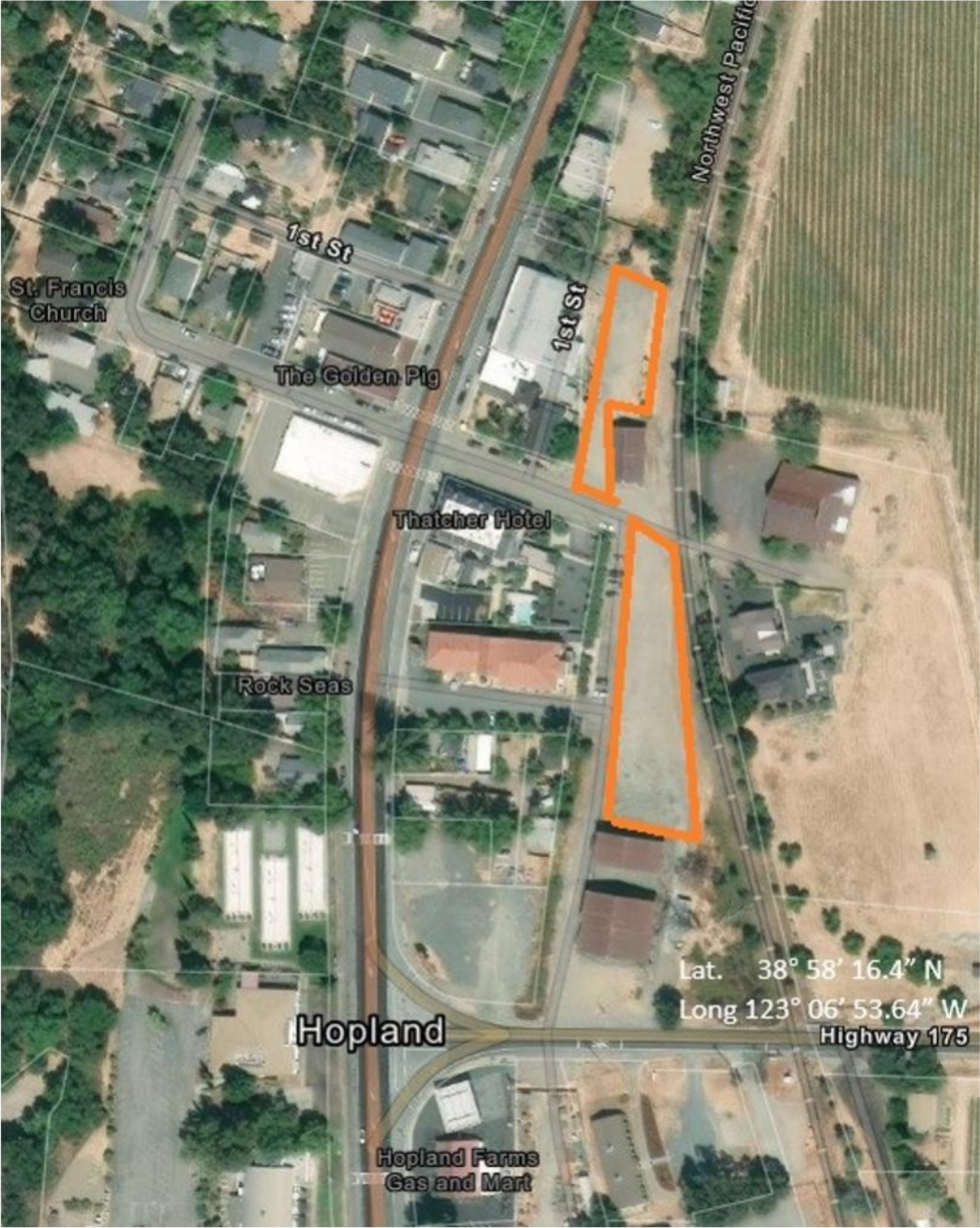
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EXHIBIT A

License area description:

Milepost 100

Area of property: Approximately 42,695 sq feet



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IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Darcie Antle
DEPARTMENT HEAD

Date: 06/26/2026

Budgeted: No
Budget Unit: N/A
Line Item: N/A
Org/Object Code:
Grant: No
Grant No.: N/A

COUNTY OF MENDOCINO

By: _____
BERNIE NORVELL, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

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: _____
Deputy

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 06/26/2026

CONTRACTOR/COMPANY NAME

By: _____
SIGNATURE

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

Great Redwood Trail Agency
c/o Blue Lake City Hall
111 Greenwood Rd
Blue Lake, CA 95525

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

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: [Signature]
COUNTY COUNSEL

Date: 06/26/2026

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 06/26/2026

Signatory Authority: \$0-25,000 Department; \$25,001-\$75,000 Purchasing Agent; \$75,001+ Board of Supervisors