

RECORDING REQUESTED BY:
Environmental Services Department

and
When Recorded Mail Document To:
City of Arcata, City Clerk
736 F Street
Arcata, CA 95521

Exempt from Recording pursuant to Government Code Section 27383

GRANT OF PUBLIC TRAIL EASEMENT

This Grant of Easement (this "**Agreement**") is made as of _____, 2025, by HUMBOLDT BAY MUNICIPAL WATER DISTRICT, hereinafter referred to as "**Grantor**", for the benefit of the CITY OF ARCATA, hereinafter referred to as "**Grantee**".

RECITALS

- A. Grantor is the owner of certain real property situated in the County of Humboldt, State of California, more particularly described in Document-10277 641 O.R. Page 301, Humboldt County Records, (the "**Property**").
- B. Grantor desires to donate, and Grantee desires to acquire, an easement over, across, and through the Property for purposes of a non-motorized recreational public access trail with associated trail head amenities.
- C. Grantee desires to acquire such rights and privileges in accordance with the terms and conditions herewith.

NOW, THEREFORE, Grantor grants the Easement (as hereinafter defined) to Grantee under the following terms and conditions:

1. **Grant of Easement.** Grantor hereby grants to Grantee a non-motorized recreational public trail easement over, across, and through a portion of the Property as more particularly described in Exhibits A and B, on the terms and conditions set forth in this Agreement ("**Easement**"). The parties agree that this Easement is a "public easement" granted to a "public entity" within the meaning of California Government Code §831.4 and will be used for "recreational purposes" within the meaning of California Civil Code §846.
2. **Easement Purposes.** "Easement Purposes" collectively means use of the Easement as is necessary, desirable or advisable in Grantee's sole discretion for the following purposes:
 - A. To locate, construct, maintain, repair and/or relocate a trail or foot path for use by the general public for pedestrian, equestrian, bicycle traffic and like activities; and, specifically excluding all motorized vehicles except for motorized wheelchairs, electric bicycles, and as authorized by Grantee for trail construction, maintenance, repair and management, or for police and emergency purposes.

- B. To make minor changes to the Easement's topography as necessary in Grantee's discretion to construct and maintain a safe public trail.
- C. To provide only necessary utilities, amenities and/or fencing to maintain a safe public trail.
- D. To erect and maintain signage marking the trail and providing directions or other appropriate information in connection with public use of the trail.
- E. To manage vegetation through selective planting and/or removal of trees, shrubs, grasses or exotic or noxious plant species in order to maintain and enhance the scenic, natural, ecological and open space values of the Easement.
- F. To regulate public access to and activities within the Easement.
- G. To keep the Easement free from obstructions which prevent reasonable public access, including but not limited to structures, fences and fallen trees.
- H. To comply with the terms and conditions of that unrecorded Permit to Enter and Construct ("PTEC") issued by Grantor to Grantee on April 22, 2025. To the extent of any inconsistency between the terms of this Easement and the PTEC, the terms of this Easement shall prevail.

3. **Character of Easement.** The Easement is toll-free, nonexclusive, and includes the absolute right of Grantee to use the Easement for the Easement Purposes, which use must not be disturbed, interrupted or impeded in any manner while this Agreement is in effect. Grantee accepts the Easement in its as-is condition and subject to any matters or encumbrances of record.
4. **Necessary Permits.** To the extent property owner approval is required, Grantor hereby approves and authorizes Grantee's application for any and all permits necessary to construct, operate, maintain and repair the Easement. If requested by Grantee, Grantor shall promptly sign and/or certify any such application. Grantee shall indemnify Grantor against any and all claims, administrative actions, fines, fees, penalties, costs or expenses, including reasonable attorney's fees, arising from or in connection with such permit applications, excluding therefrom claims resulting from the negligence or willful misconduct of Grantor.
5. **Term.** This Easement is granted in perpetuity and shall run with the land so as to be forever binding upon Grantor and their respective heirs, personal representatives, administrators, successor and assigns.
6. **Maintenance and Repair.** Grantee will be solely responsible to conduct such maintenance and repair of the Easement as Grantee deems necessary or advisable to maintain the Easement in good condition and repair, including without limitation and at Grantee's sole discretion, paving the Easement; provided, however, that if any such maintenance or repair is required in whole or in part by any act or omission of Grantor, its successors, assigns, tenants, customers or invitees, or the customers and invitees of such tenants, Grantor will be responsible for the cost of such maintenance and repair.
7. **No Removal Obligation.** Notwithstanding anything to the contrary contained in this Agreement, upon termination of this Agreement, Grantee will have no obligation to remove any improvements constructed by it located within the Easement.

8. **No Impediment to Use.** During the term of this Agreement, no walls, fences or barriers of any sort or kind whatsoever that prevent or impair the use of the Easement, or the exercise or performance of any of the Easement Purposes, will be constructed, maintained, or permitted on the Easement, or any portion thereof, by Grantor..
9. **Successors and Assigns.** The provisions of this Agreement are intended to and will run with the land, and, until their expiration or termination in accordance with the terms of this Agreement, will bind, be a charge upon and inure to the benefit of Grantor and Grantee, their respective successors and assigns.
10. **Indemnification.** Grantee agrees to indemnify Grantor, its agents, representatives, heirs, successors and assigns against any and all claims, actions, or demands, costs or expense, including reasonable attorney's fees, arising out of or in any way connected to any activities of Grantee, its agents, representatives, heirs, successors, assigns or invitees arising out of its use of the Easement, excluding therefrom claims resulting from the negligence or willful misconduct of Grantor.
11. **Insurance Requirements.** Grantee shall obtain and maintain at all times during the term of this Agreement, at its sole cost and expense, General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate, covering bodily injury, personal injury, and property damage arising from Grantee's use, operation, construction, and maintenance of the Easement. The insurance policy required hereunder shall (i) be placed with insurers authorized to do business in California with an A.M. Best rating of A-VII or better, unless otherwise acceptable to the Grantor; (ii) Name Grantor, its officers, employees, agents, and board members as additional insureds on the general liability policy; (iii) Contain a waiver of subrogation in favor of Grantor; (iv) Provide that coverage is primary and non-contributory with respect to any insurance maintained by Grantor; (v) Include a provision that the insurance shall not be canceled, non-renewed, or materially changed without thirty (30) days prior written notice to Grantor. Prior to commencement of any construction or improvement activities within the Easement, and annually thereafter, Grantee shall provide Grantor with certificates of insurance evidencing the required coverage. Failure to maintain required insurance coverage shall constitute a material breach of this Agreement.

12. Default and Termination.

- A. Default. In the event that Grantee fails to comply with any term, condition, or obligation set forth in this Easement, such failure shall constitute a default (the "***Default***").
- B. Notice of Default. In the event of a Default, Grantor shall provide written notice of the Default to the Grantee, specifying the nature of the Default and the actions required to remedy it.
- C. Right to Cure. Upon receipt of the notice of Default, the Grantee shall have a period of sixty (60) days to cure the Default (the "***Cure Period***"). If the Default is of a nature that cannot be reasonably cured within the Cure Period, Grantee shall not be in Default so long as Grantee shall have commenced such cure within the Cure Period and diligently pursues the cure to completion.

- D. Failure to Cure. If the Grantee fails to cure the Default within the specified time frame, Grantor shall have the right to exercise any and all remedies available at law or in equity, including, but not limited to, seeking injunctive relief or damages. Given the public nature of this easement, termination shall only be available as a remedy for material breaches that cannot be otherwise remedied and that substantially impair the Grantor's use of the underlying property.
- E. Waiver of Default. No delay or failure by Grantor to exercise any right or remedy upon a Default shall constitute a waiver of such Default or any subsequent Default. Any waiver must be in writing and signed by Grantor.

13. Notices.

Any written notices to be given to either Grantor or Grantee shall be given by both email and U.S. Mail to the following addresses:

To Grantor:

General Manager
PO Box 95
Eureka, CA 95502-0095
gm@hbmwd.com

To Grantee:

City Manager
736 F Street
Arcata, CA 95521
CityMgr@cityofarcata.org

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

GRANTOR:

By: _____
Michiko Mares, General Manager
Humboldt Bay Municipal Water District

Date

GRANTEE:

By: _____
Merritt Perry, City Manager
City of Arcata

Date

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the easement interest in real property conveyed by this Grant of Public Trail Easement effective as of the date executed, from Humboldt Bay Municipal Water District, a California Special District, to the City of Arcata, a municipal corporation of the State of California, is hereby accepted by order of the City Council of the City of Arcata pursuant to authority conferred by the resolution of the City Council in Resolution No. 256-04, adopted on August 6, 2025, and the grantee consents to recordation thereof by its duly authorized officer.

CITY OF ARCATA

By: Merritt Perry
Title: City Manager
Date: _____

ACKNOWLEDGEMENT

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State of California

County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

**Exhibit A-Legal Description for a Public Access Easement as a
Segment of the City of Arcata's Annie & Mary Trail Connectivity Project**

A Public Access Easement of varying width for the location, construction, maintenance and repair of a general public use trail for pedestrian, equestrian, bicycle and related activities over a parcel of land conveyed to the Humboldt Bay Municipal Water District in Book 641 of Official Records Page 301, Humboldt County Records and situated in the Southeast Quarter of the Northwest Quarter of Section 15, Township 6 North, Range 1 East Humboldt Base and Meridian in the unincorporated area of the County of Humboldt more particularly described as follows:

Commencing (POC) at a 1" iron pipe set at the easterly terminus of that course annotated as South 87°43'12" East 103.15' as shown on that certain Record of Survey performed by Peter Rei recorded in Book 52 of Surveys Page 126, Humboldt County Records. Said point bears South 86°10'23" East 102.94 feet (South 87°43'12" East 103.15 feet [record] per said Record of Survey) from the westerly terminus of said course. Said westerly terminus being a 1" iron pipe. Thence from said easterly terminus South 87°00'24" East 121.07 feet to a point on the West line of the Southeast Quarter of the Northwest Quarter of said Section 15 and the **Point of Beginning (POB)** of this description:

Thence along the exterior boundary of said easement North 85°47'01" East 209.30 feet;

Thence North 89°25'19" East 95.66 feet;

Thence South 83°59'37" East 156.82 feet;

Thence South 81°24'59" East 51.43 feet;

Thence South 86°29'47" East 46.92 feet;

Thence North 89°26'45" East 99.79 feet;

Thence North 89°22'34" East 58.01 feet to an existing fence;

Thence along said fence South 03°33'40" East 19.51 feet;

Thence North 89°36'48" East 46.81 feet;

Thence North 81°45'30" East 69.30 feet;

Thence North 08°26'56" West 25.21 feet;

Thence leaving said fence North 78°20'38" 128.57 feet;

Thence North 83°45'34" East 70.75 feet;

Thence North 81°20'42" East 89.47 feet;

Thence North 80°18'56" East 39.93 feet;

Thence North 82°38'29" East 30.33 feet;

Thence North 83°02'49" East 39.67 feet;

Thence North 84°33'22" East 40.90 feet;

Thence North 86°55'58" East 54.17 feet;

Thence North 77°51'50" East 5.98 feet to a point on the East line of the Southeast Quarter of the of Northwest Quarter of said Section 15;

Thence along said East line South 01°53'44" West 27.26 feet;
Thence leaving said East line South 73°09'48" West 4.55 feet;
Thence South 84°07'19" West 65.54 feet;
Thence South 82°16'06" West 236.29 feet;
Thence South 86°18'31" West 29.75 feet;
Thence South 74°16'38" West 62.42 feet;
Thence South 74°40'34" West 44.85 feet;
Thence South 57°13'07" West 48.15 feet;
Thence South 84°22'18" West 79.35 feet;
Thence North 85°09'17" West 125.74 feet;
Thence North 90°00'00" West 77.21 feet;
Thence North 84°21'25" West 274.08 feet;
Thence North 90°00'00" West 66.08 feet;
Thence South 86°19'55" West 225.82 feet to a point on the West line of the Southeast Quarter of the
of Northwest Quarter of said Section 15;
Thence along said West line North 01°37'33" East 31.21 feet to the **POB**.

Excepting therefrom all those portions of the above-described easement lying within the boundaries
of that certain real property described in Book 4 Deeds, Page 349, Humboldt County Records, being
the Arcata and Mad River Railroad right-of-way.

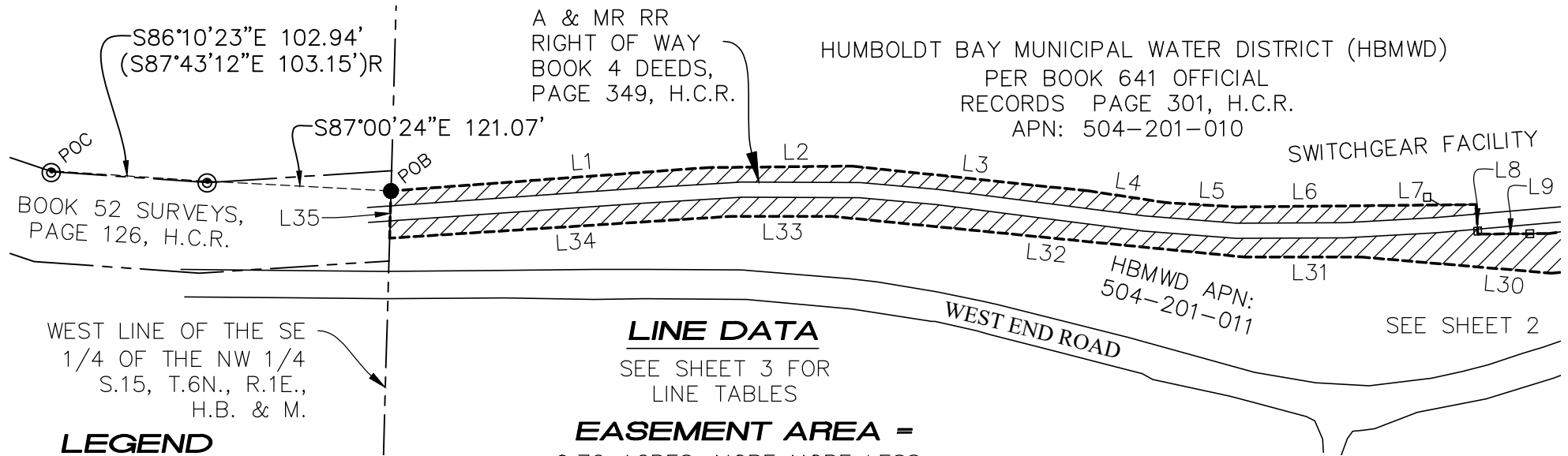
Said easement containing 0.72 acres, more or less.

The basis of bearing of this description is the California State Plane Coordinate System (Zone 1)
NAD83, being South 86°10'23" East 102.94 feet (South 87°43'12" East 103.15 feet [record] per said
Record of Survey), between the 1" iron pipe located at the easterly terminus of the course annotated
as South 87°43'12" East 103.15' as shown on said Record of Survey and the 1" iron pipe at the
westerly terminus.


Thomas M. Herman, PLS 4805
4/10/2025
Date



HBMWD EASEMENT
LOCATED IN THE NORTH 1/2 OF SECTION 15, TOWNSHIP 6 NORTH, RANGE 1 EAST,
HUMBOLDT BASE AND MERIDIAN, HUMBOLDT COUNTY, CALIFORNIA



LINE DATA

SEE SHEET 3 FOR
 LINE TABLES

EASEMENT AREA =

0.72 ACRES, MORE MORE LESS

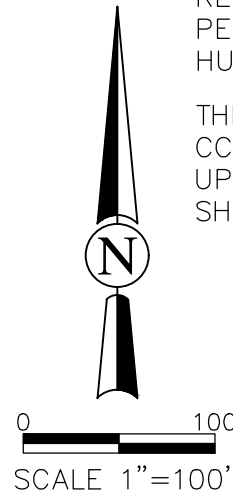
LEGEND

SYMBOL	INDICATES
	FENCE
	WEST END ROAD
	PROPERTY LINE
	EASEMENT SIDELINES
	ANNIE & MARY TRAIL EASEMENT
	CALCULATED POSITION
	MONUMENT FOUND AS NOTED
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
H.B.&M.	HUMBOLDT BASE AND MERIDIAN
H.C.R.	HUMBOLDT COUNTY RECORDS

NOTES:

RECORD DATA ()R
 PER BOOK 52 OF SURVEYS, PAGE 126
 HUMBOLDT COUNTY RECORDS

THE BASIS OF BEARINGS FOR THIS MAP IS
 CCS83 ZONE 1, U.S. SURVEY FEET, BASED
 UPON GPS OBSERVATIONS, PER PREVIOUS
 SHN PROJECT #018218.



Arcata Annie & Mary Trail Project
 HBMWD Easement
 Humboldt County, CA

Easement Description Map, Exhibit B
 West End Road, Arcata CA

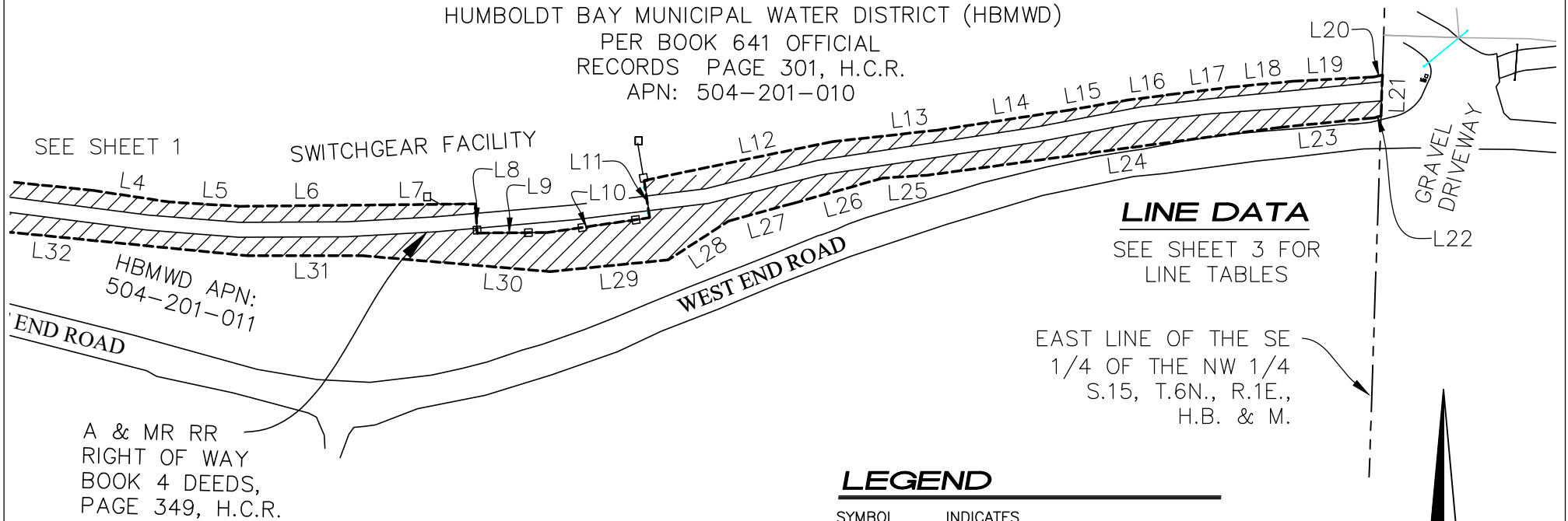
April 2025

021170-330

Figure 1

HBMWD EASEMENT
LOCATED IN THE NORTH 1/2 OF SECTION 15, TOWNSHIP 6 NORTH, RANGE 1 EAST,
HUMBOLDT BASE AND MERIDIAN, HUMBOLDT COUNTY, CALIFORNIA

HUMBOLDT BAY MUNICIPAL WATER DISTRICT (HBMWD)
 PER BOOK 641 OFFICIAL
 RECORDS PAGE 301, H.C.R.
 APN: 504-201-010



EASEMENT AREA =
 0.72 ACRES, MORE MORE LESS

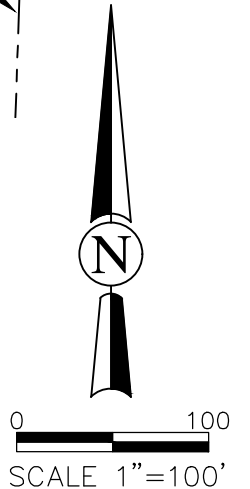
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 PER BOOK 52 OF SURVEYS,
 PAGE 126 HUMBOLDT COUNTY
 RECORDS

THE BASIS OF BEARINGS FOR
 THIS MAP IS CCS83 ZONE 1,
 U.S. SURVEY FEET, BASED
 UPON GPS OBSERVATIONS, PER
 PREVIOUS SHN PROJECT
 #018218.

LEGEND

SYMBOL INDICATES

	FENCE
	WEST END ROAD
	PROPERTY LINE
	EASEMENT SIDELINES
	ANNIE & MARY TRAIL EASEMENT
	CALCULATED POSITION
	MONUMENT FOUND AS NOTED
POB	POINT OF BEGINNING
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H.B.&M.	HUMBOLDT BASE AND MERIDIAN
H.C.R.	HUMBOLDT COUNTY RECORDS



Arcata Annie & Mary Trail Project
 HBMWD Easement
 Humboldt County, CA

Easement Description Map, Exhibit B
 West End Road, Arcata CA

April 2025

021170-330

Figure 2

Line Table		
LINE	BEARING	DISTANCE
L1	N85°47'01"E	209.30
L2	N89°25'19"E	95.66
L3	S83°59'37"E	156.82
L4	S81°24'59"E	51.43
L5	S86°29'47"E	46.92
L6	N89°26'45"E	99.79
L7	N89°22'34"E	58.01
L8	S03°33'40"E	19.51
L9	N89°36'48"E	46.81
L10	N81°45'30"E	69.30
L11	N08°26'56"W	25.21
L12	N78°20'38"E	128.57
L13	N83°45'34"E	70.75
L14	N81°20'42"E	89.47
L15	N80°18'56"E	39.93
L16	N82°38'29"E	30.33
L17	N83°02'49"E	39.67
L18	N84°33'22"E	40.90

Line Table		
LINE	BEARING	DISTANCE
L19	N86°55'58"E	54.17
L20	N77°51'50"E	5.98
L21	S01°53'44"W	27.26
L22	S73°09'48"W	4.55
L23	S84°07'19"W	65.54
L24	S82°16'06"W	236.29
L25	S86°18'31"W	29.75
L26	S74°16'38"W	62.42
L27	S74°40'34"W	44.85
L28	S57°13'07"W	48.15
L29	S84°22'18"W	79.35
L30	N85°09'17"W	125.74
L31	N90°00'00"W	77.21
L32	N84°21'25"W	274.08
L33	N90°00'00"W	66.08
L34	S86°19'55"W	225.82
L35	N01°37'33"E	31.21

**HBMWD EASEMENT
LOCATED IN THE NORTH 1/2 OF
SECTION 15, TOWNSHIP 6 NORTH, RANGE
1 EAST, HUMBOLDT BASE AND MERIDIAN,
HUMBOLDT COUNTY, CALIFORNIA**

THE BASIS OF BEARINGS FOR THIS MAP IS
CCS83 ZONE 1, U.S. SURVEY FEET, BASED
UPON GPS OBSERVATIONS, PER PREVIOUS
SHN PROJECT #018218.

EASEMENT AREA =
0.72 ACRES, MORE MORE LESS

SEE SHEETS 1-2



Arcata Annie & Mary Trail Project
HBMWD Easement
Humboldt County, CA

April 2025

021170-330

Easement Description Map, Exhibit B
West End Road, Arcata CA

Figure 3