MATTOLE ROAD-PETROLIA AREA
APN 105-042-004

CHAMBERS STOCKPILE SITE

LICENSE AGREEMENT

This License Agreement, hereinafter referred to as AGREEMENT, made and entered into this _____ day of _____, 2025, by and between KELTON J. CHAMBERS and KAYLIE CHAMBERS, as their sole and separate property, hereinafter called OWNERS, and the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter called COUNTY.

WITNESSETH:

WHEREAS, OWNERS represent and warrant that they are the owners in fee of a certain parcel of land contained within the Southwest Quarter of the Northwest Quarter of Section 10, in Township 2 South, Range 2 West, Humboldt Base and Meridian, and as such, have the exclusive right to enter into this AGREEMENT; and

WHEREAS, COUNTY desires to enter upon and use a portion of OWNERS real property, hereinafter referred to as SITE, as shown on an aerial photograph attached hereto as Exhibit A and incorporated herein by reference, for the purposes of stockpiling gravel and other road construction materials obtained from other sites, and for incidental storage of a road grader and other appurtenant equipment; and

WHEREAS, COUNTY'S use of the site is for the specific purpose of maintaining and repairing COUNTY roads;

NOW, THEREFORE, it is mutually agreed as follows:

1. **AGREEMENT**

OWNERS grant to COUNTY, subject to the terms and conditions set forth in this AGREEMENT, the use of said SITE situated on and identified by Assessor's Parcel No. (APN) 105-042-004, as shown on Exhibit B and located on Mattole Road in the Petrolia area of Humboldt County, as shown on Exhibit A, attached hereto and incorporated herein by reference.

2. **LICENSE IS NOT A LEASE**

This license is not a lease but constitutes a mere license agreement and COUNTY is limited to the use of SITE expressly and specifically as described in Clause 4.

3. **TERM**

The AGREEMENT shall commence upon Board approval, with the first term extending from the date of Board approval through June 30, 2026.

The AGREEMENT shall renew automatically for fourteen (14) successive one (1) year terms upon the same terms and conditions herein, unless either party provides written notice of non-renewal to the other party by February 28th of the current term or February 28th of any successive term.

4. **PRIOR AGREEMENT TERMINATED AND SUPERSEDED**

This AGREEMENT terminates and supersedes any and all License Agreements, including the May 1, 2018, License Agreement, between COUNTY and KELTON J. CHAMBERS regarding SITE.

5. **USE OF SITE**

OWNERS grant COUNTY the right to use said SITE together with the right of ingress and egress over said portion of OWNERS' real property for the purpose of storing aggregates or other road maintenance materials, as well as intermittent staging of a road grader and other appurtenant equipment.

COUNTY shall have the right of access to, and use of stored material as deemed necessary by COUNTY.

Use of SITE by COUNTY shall be in compliance with all applicable laws including those governing the use of hazardous materials and the management and discharge of stormwater. COUNTY shall not store hazardous materials on SITE. For purposes of this Section, hazardous materials are defined as any noxious or hazardous substance, the use of which is regulated by federal, state, or local laws.

COUNTY agrees to provide and pay for all labor, equipment, materials, and supplies for its activities under this AGREEMENT.

COUNTY agrees to access SITE using only county roads or private roads and entryways approved by OWNER.

COUNTY agrees to maintain perimeter fencing in order to restrict unauthorized motor vehicles from accessing SITE.

COUNTY shall have six (6) months after the AGREEMENT termination date to remove stored aggregate and equipment from SITE.

6. **COMPENSATION**

A. On-going Compensation
COUNTY agrees to pay OWNERS a SITE rental fee of in advance on an annual basis, at the sum of One Thousand Dollars ($1,000.00) per year, starting with 2026/27 fiscal year. Annual SITE rental payments shall be made payable before August 1st of each year.

B. One Time Compensation
A one time payment of $800 is due within 90 calendar days of the executed agreement.

SITE rental payments shall be made payable to:

Kelton Chambers
P.O. Box 1002
Ferndale, CA 95536

7. **OWNERS' ACCESS TO PREMISES**

OWNERS shall at their own risk except for gross negligence by COUNTY, retain the right of access and use of SITE at all times and COUNTY shall not restrict or otherwise hinder OWNERS' use thereof. COUNTY shall provide OWNERS with any keys or combinations to access the site immediately upon any change to access.

8. **SITE MAINTENANCE**

COUNTY, at COUNTY'S expense, agrees to maintain said SITE in a clean, orderly manner.

9. **IMPROVEMENTS AND ALTERATIONS**

COUNTY may make non-structural alterations or improvements to the SITE as a means of enhancing safety and/or increasing operational efficiency. However, COUNTY shall not make alterations or improvements that would result in physical expansion of the SITE; or result in the removal of mature trees; or modify nearby watercourses or wetlands without prior written consent of the OWNERS.

Upon termination of AGREEMENT, COUNTY shall bear the cost of closing SITE. Closure shall be limited to site grading, seeding, and straw mulching. Seeding and mulching shall be specific to areas of exposed mineral soil susceptible to erosion and the offsite release of fine sediment.

10. **SMOKING**

Pursuant to Humboldt County Code §971-1 et seq., COUNTY owned or leased premises are smoke free. COUNTY shall comply with said provision.

11. **COMPLIANCE WITH LAWS**

COUNTY shall comply with all federal, state, and local laws, agreements, permits, regulations, and statutes applicable to the use of said SITE.

OWNERS do not warrant authority to permit the use of said SITE on COUNTY'S behalf. COUNTY shall be solely responsible for acquiring, at its sole cost and expense, all permits, licenses, variances, and the like requisite that may become necessary over time.

12. **COUNTY'S INSURANCE**

Without limiting COUNTY'S indemnification provided herein, COUNTY shall take out and maintain, throughout the term of this AGREEMENT, the following policies of insurance placed with insurers with a current A.M. Bests rating of no less than A: VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of COUNTY, its agents, employees, or sub-licensees:

A. Comprehensive/Liability Insurance

Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of $1,000,000 per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project, or the general

aggregate shall be twice the required occurrence limit. Said policy shall contain, or be endorsed with, the following provisions:

(1) The OWNERS, OWNERS' officers, employees and agents, are covered as additional insured for liability arising out of the operations performed by or on behalf of COUNTY. The coverage shall contain no special limitations on the scope of protection afforded to OWNERS, OWNERS' officers, agents, and employees.

(2) The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of the premium) to OWNERS by certified mail.

(3) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.

(4) For claims related to this project, COUNTY'S insurance is primary coverage to the OWNERS', and any insurance or self-insurance programs maintained by OWNERS are excess to COUNTY'S insurance and will not be called upon to contribute with it.

(5) Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided to COUNTY, its officers, employees, and agents.

B. By its signature hereunder, COUNTY certifies that COUNTY is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and COUNTY will comply with such provisions in connection with any work performed on the premises. Any persons providing services with or on behalf of COUNTY shall be covered by workers' compensation (or qualified self-insurance).

13. **HOLD HARMLESS INDEMNIFICATION**

COUNTY agrees to indemnify and hold harmless and, at its own risk, cost, and expense, defend OWNERS from and against any and all liability expense, including defense costs, legal fees, and claims for damages arising from COUNTY'S negligence, intentional acts, or breaches of this AGREEMENT. Indemnification with respect to defense costs shall be made at the time the OWNER incurs such costs.

OWNERS agree to indemnify and hold harmless and, at their own risk, cost, and expense, defend COUNTY, its Board of Supervisors, officers, agents, employees, and volunteers from and against any and all liability expense, including defense costs, legal fees, and claims for damages arising from OWNERS' negligence, intentional acts, or breaches of this AGREEMENT. Indemnification with respect to defense costs shall be made at the time the COUNTY incurs such costs.

14. **NOTICE**

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the respective addresses set forth below. Notice shall be deemed communicated five (5) business days from time of mailing if mailed as provided herein.

OWNERS:
Kelton J. Chambers
P.O. Box 1002
Ferndale, CA 95536

Kaylie Chambers
P.O. Box 1002
Ferndale, CA 95536

COUNTY:
County of Humboldt
Land Use Division- Real Property
3015 H Street, Room 124
Eureka, CA 95501

15. **LICENSE IS PERSONAL**

The license herein granted to COUNTY is personal, and COUNTY has no right hereunder for said license to be assigned, sublet, or otherwise transferred in whole or in part without prior written consent of OWNERS and any attempt to assign, sublet, or transfer shall be of no force or effect whatsoever unless and until OWNERS shall have given their written consent.

16. **NUCLEAR FREE CLAUSE**

OWNERS certify by their signatures below that OWNERS are not a nuclear weapons contractor, in that OWNERS are not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. OWNERS agree to notify COUNTY immediately if they become a nuclear weapons contractor, as defined above. COUNTY may immediately terminate this

AGREEMENT if it determines that the foregoing certification is false or if OWNERS become a nuclear weapons contractor.

17. **JURISDICTION AND APPLICABLE LAWS**

This AGREEMENT shall be construed under the laws of the State of California. Any dispute arising hereunder or relating to this AGREEMENT shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to Code of Civil Procedure Sections 394 and 395.

18. **COUNTY'S RIGHT TO ERECT SIGNS**

COUNTY shall have the exclusive right to erect and maintain upon the premises all signs that it deems appropriate. OWNERS agree that no signs or advertising matter of any nature other than COUNTY'S shall be permitted upon that portion of the premises occupied by the COUNTY. OWNERS shall cooperate with COUNTY in obtaining any variances from restrictions placed on the use of signs by local authorities.

19. **TERMINATION**

COUNTY and OWNERS reserve the right to terminate this AGREEMENT on seven (7) days notice for any cause or reason provided by the AGREEMENT itself, or by law, or upon the happening of one or more of the following:

A. The making by COUNTY or OWNERS of any general assignment for the benefit of creditors.

B. The failure of COUNTY or OWNERS to remedy any default, breach, or violation of federal/state/county laws or regulations by COUNTY or OWNERS or their employees. COUNTY will have 30 days once notice in received to cure any default, breach, or violation.

C. The violation of any of the provisions of this AGREEMENT.

D. The SITE becomes damaged due to fire, flood, earthquake, or any other natural disaster.

E. Intentionally supplying COUNTY or OWNERS with false or misleading information or misrepresenting any material fact on their applications or documents or in their statements to or before COUNTY or OWNERS, or intentional failure to make full disclosure on their financial statements or other documents.

20. AGREEMENT MODIFICATION

This AGREEMENT may be modified only by subsequent written amendment signed by COUNTY and OWNERS.

21. OWNERS ARE NOT AN OFFICER, EMPLOYEE, OR AGENT OF COUNTY

While engaged in carrying out and complying with the terms and conditions set forth in this AGREEMENT, OWNERS are independent contractors and not an officer, employee, or agent of COUNTY.

22. ATTORNEYS' FEES

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this AGREEMENT to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees (including reasonable value of services rendered by County Counsel) to be fixed by the court, and such recovery shall include court costs and attorneys' fees (including reasonable value of services rendered by County Counsel) on appeal, if any. As used herein, "the party prevailing" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

23. REAL PROPERTY TAXES

OWNERS shall pay all real property taxes, general and special assessments levied and assessed against the property. Any improvements created by COUNTY, by action of this AGREEMENT that may create assessments, shall become the responsibility of COUNTY.

24. WAIVER OF BREACH

The waiver by COUNTY or OWNERS of any breach of any provision of this AGREEMENT shall not constitute a continuing waiver of any subsequent breach of the same or a different provision of this AGREEMENT.

25. **BREACH, REMEDY FOR**

In the event of breach of this AGREEMENT by COUNTY or OWNERS, COUNTY and/or OWNERS shall have all rights and remedies provided by law.

26. **SURRENDER OF PREMISES**

At the termination of this AGREEMENT, COUNTY shall surrender the premises to OWNERS in good condition and repair, except for normal wear and tear. COUNTY shall be under no obligation to repair or restore the whole or any portion of the premises, which may be damaged by reason of fire, earthquake or the elements or other casualty, except as articulated in Clause 9.

27. **BINDING EFFECT**

All provisions of this AGREEMENT shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, successors, and assigns.

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IN WITNESS WHEREOF, this AGREEMENT shall be executed in duplicate, by the parties hereto upon the date first above written.

COUNTY OF HUMBOLDT

BY: _____
CHAIR, BOARD OF SUPERVISORS

OWNERS

BY: _____
KELTON J. CHAMBERS, OWNER

DATE: 11-16-2025

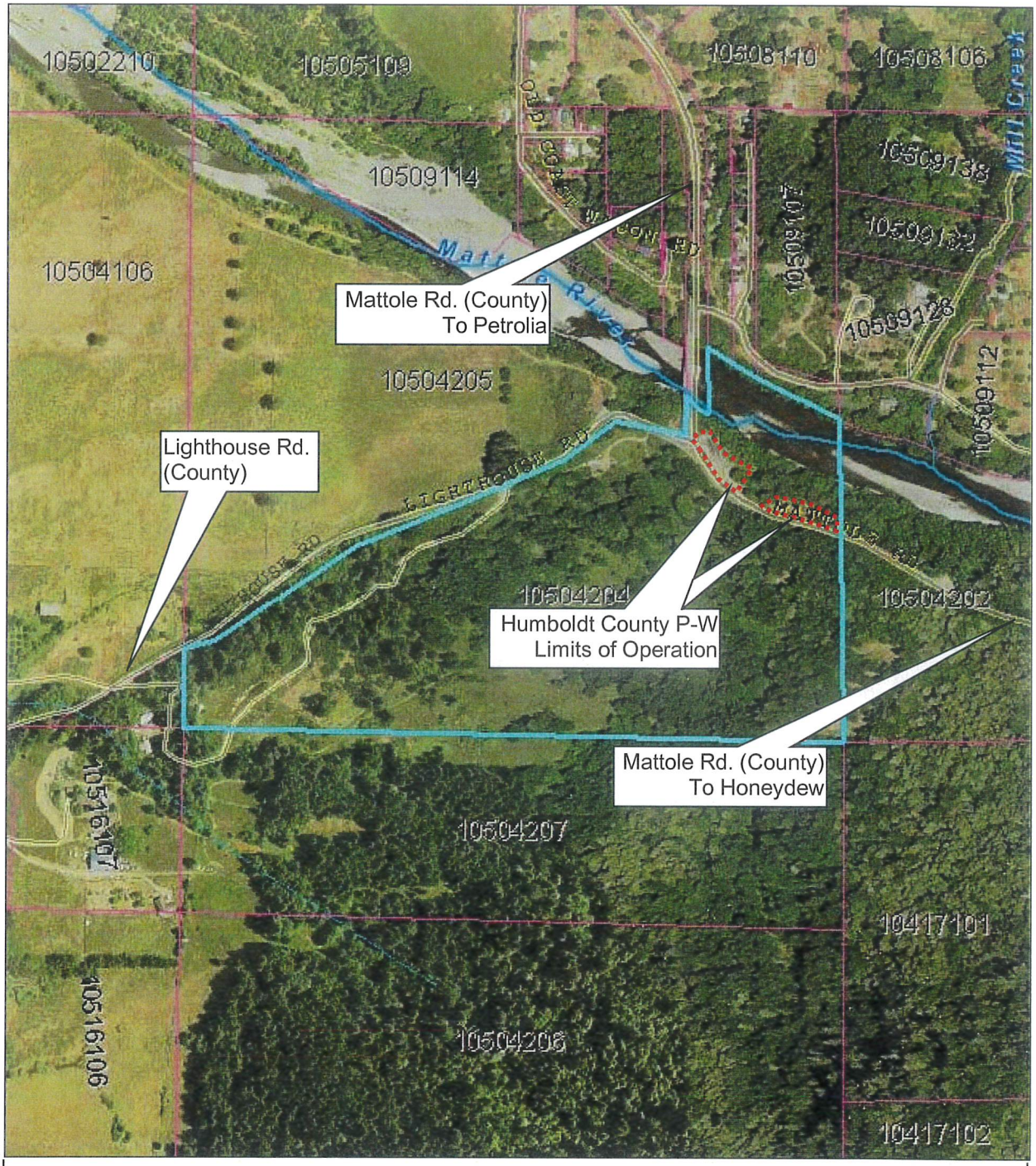
BY: _____
KAYLIE CHAMBERS, OWNER

DATE: 11/16/25

(SEAL)
ATTEST: TRACY DAMICO
CLERK OF THE BOARD

BY: _____

DATE: _____



CHAMBERS STOCKPILE SITE

EXHIBIT A

Humboldt County
Department of Public Works

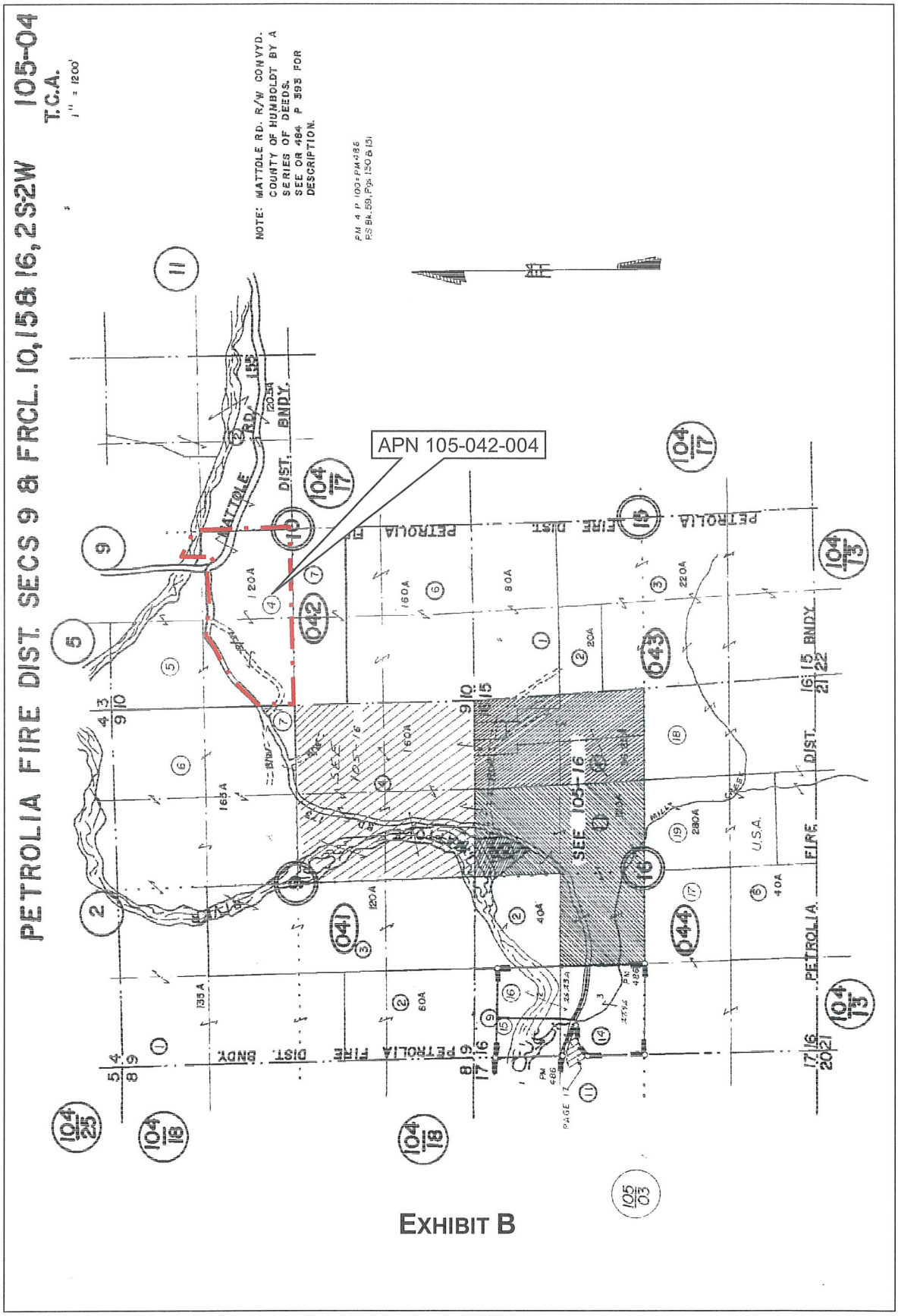

PETROLIA FIRE DIST. SECS 9 & FRCL. 10,15 & 16, 2S-2W
105-04
T.C.A.
1" = 1200'
NOTE: MATTOLE RD. R/W CONVYD. COUNTY OF HUMBOLDT BY A SERIES OF DEEDS. SEE OR 464 P 393 FOR DESCRIPTION.
APN 105-042-004
MATTOLE RD.
PETROLIA FIRE DIST. BNDY.
SEE 105-16
U.S.A.
PAGE 17

EXHIBIT B