

**LICENSE AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
EARTHSCOPE CONSORTIUM**

This License Agreement (“Agreement”) entered into this ____ day of _____, 2026, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and EarthScope Consortium, a Delaware Nonprofit Nonstock Corporation, hereinafter referred to as LICENSEE,” is made upon the following considerations:

WHEREAS, LICENSEE desires to use COUNTY property for a Global Positioning System station and COUNTY desires to agree to use of the premises described herein to LICENSEE; and

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby mutually agree as follows:

1. LICENSE

COUNTY gives its permission, subject to the terms and conditions of this Agreement, for LICENSEE to use a portion of COUNTY’s property identified by Assessor Parcel Number(s) 308-071-009, 308-071-011, and 308-071-006 and identified as Table Bluff Landfill. As more particularly described in Exhibit A – Property Description, which is attached hereto and incorporated herein by reference as if set forth in full.

2. LICENSE IS NOT A LEASE

This AGREEMENT does not constitute a lease, but constitutes a mere revocable license, and LICENSEE is limited to use of the premises expressly and specifically described in Section 6 – Site Use.

3. TERM OF LICENSE

The term of this AGREEMENT shall be for a period of ten (10) years commencing upon execution of this agreement.

- A. Unusable due to Destruction. In the event the Licensed premise is destroyed in whole or in part by fire or other casualty to the extent that they are substantially unusable, COUNTY reserves the right to terminate this License upon written notice within seven (7) days following the date of loss. In the event that the Licensed premise is destroyed in whole or in part by fire or other casualty, COUNTY shall have the option to rebuild or to terminate this License. Such option shall be exercised by COUNTY by providing written notice to LICENSEE within seven (7) days following the date of loss. COUNTY’s option to rebuild shall not affect LICENSEE’s right to terminate this License as set forth herein.
- B. Unusable for Intended Operations. If the premises becomes unusable from a practical standpoint for a period of ten (10) consecutive days or longer as a result of causes, including, without limitation, flood, strikes, riots, insurrection, or other similar or different causes, beyond the control of COUNTY and LICENSEE, LICENSEE may terminate this License upon seven (7) days written notice to COUNTY. The remedy set forth herein are in addition to, and do not in any manner limit, any other remedies available to LICENSEE.

4. CONSIDERATION:

LICENSEE shall assist the COUNTY in obtaining access to GPS data gathered by this and other GPS stations in the Network of the Americas (NOTA), and products created by NOTA researchers.

5. TERMINATION

- A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this License, if LICENSEE fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.
- B. Termination without Cause. COUNTY may terminate this License without cause upon ninety (90) days advance written notice which states the effective date of the termination.
- C. Termination due to Misrepresentation. COUNTY may immediately terminate this Lease, if LICENSEE intentionally provides COUNTY with false or misleading information or misrepresents any material fact on its application or statement to or before COUNTY, or intentionally fails to make full disclosure on its financial statement or other documents.
- D. Termination due to Insolvency. COUNTY may immediately terminate this Lease, if LICENSEE files for bankruptcy, becomes insolvent or makes an assignment of a substantial part of its property for the benefit of creditors.
- E. Surrender of Premises. Upon termination of this Lease, LICENSEE shall surrender the premises to COUNTY in good condition and repair, except for normal wear and tear. LICENSEE shall be under no obligation to repair or restore the whole or any portion of the premises which may be damaged because of fire, earthquake, the elements or other casualty.

6. SITE USE

This site shall be used by LICENSEE for the installation and operation of a GPS (Global Positioning System) station at the Table Bluff Landfill for the purpose of monitoring ground shifts that occur before, during, and after earthquakes. Site use will include the following actions:

- 1. Four stainless steel antenna support rods will be installed. Truck mounted drill rigs shall be used to install the support rods to a depth of approximately 30 feet. The rods will be secured using cement grout.
- 2. The GPS antenna is mounted on the support rods and covered with radome enclosure. When installed the rods and antenna area approximately 6 feet above ground level.
- 3. A separate metal box is secured nearby which houses the batteries, GPS receiver, telecommunications equipment, and other electronics.
- 4. A solar panel is secured to a metal pole that also supports the telecommunications antenna.

COUNTY makes no reference as to the condition of the property and therefore, the LICENSEE accepts the site in an "as-is" condition. LICENSEE agrees that the installation and maintenance of

the GPS station and equipment on the lands of the COUNTY on which they are install shall be effected with all reasonable diligence and precaution to avoid damage to the land, property, or personnel. COUNTY shall have reasonable access to the site.

LICENSEE hereby agrees to comply with any and all applicable licensure, certification and accreditation standards or criteria established by any local, state or federal governmental agency.

7. MAINTENANCE

LICENSEE, at LICENSEE'S expense, agrees to construct, maintain, and remove all equipment associated with the GPS station on COUNTY property.

COUNTY agrees that LICENSEE may need to access the site yearly to conduct maintenance and data collection.

LICENSEE shall notify COUNTY or agent, in writing, prior to entry for any maintenance visits if required.

8. IMPROVEMENTS AND ALTERATIONS

Upon termination of AGREEMENT, LICENSEE, at LICENSEE'S expense, shall remove from the premises all equipment associated with the GPS station including any non-structural alterations or improvements installed by LICENSEE.

9. NO SMOKING ORDINANCE

LICENSEE hereby agrees to comply with any and all applicable provisions of Sections 971-1, *et seq.* of the Humboldt County Code, which prohibit smoking in any and all facilities owned, Licensed, licensed or otherwise controlled by COUNTY.

10. INSTALLATION AND REMOVAL OF TRADE FIXTURES, SIGNS AND EQUIPMENT

LICENSEE may cause or permit to be installed and/or affixed to the premises such fixtures, signs and equipment as LICENSEE deems desirable, and all such fixtures, signs and equipment shall remain the property of LICENSEE and may be removed at any time provided that LICENSEE, at its own cost and expense, shall repair any damage caused by reason of such removal. COUNTY hereby agrees that no signs or advertising matter of any nature other than LICENSEEs shall be permitted upon the premises. COUNTY shall cooperate with LICENSEE in obtaining any variances from restrictions placed on the use of signs by local authorities. The parties shall mutually agree upon the location, size and style of any signs.

11. INDEMNIFICATION

- A. Hold Harmless, Defense and Indemnification. LICENSEE shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, costs and expenses of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, LICENSEE's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.

- B. Effect of Insurance. Acceptance of the insurance required by this License shall not relieve either party from liability under this provision. This provision shall apply to all claims for damages related to either party's performance hereunder, regardless of whether any insurance is applicable or not.

12. INSURANCE REQUIREMENTS

This License shall not be executed by COUNTY, and LICENSEE is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are received by the Humboldt County Risk Manager or a designee thereof.

- A. General Insurance Requirements. Without limiting either party's indemnification obligations set forth herein, each party shall take out and maintain, throughout the entire term of this License, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of the covered party or its agents, officers, directors, employees, licensees, invitees or assignees:
- i. 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 Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
 - ii. As stated in Exhibit A – Scope of Services, LICENSEE will not drive an automobile in the performance of the services provided pursuant to the terms and conditions of this Agreement. If LICENSEE's responsibilities are changed in such a way that driving will be required during the performance of the services set forth herein, LICENSEE shall take out and maintain Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
 - iii. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.
- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
- i. The comprehensive and/or commercial general liability policy shall provide that the other party, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, of the covered party. The coverage shall contain no special limitations on the scope of protection afforded to the other party or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:

1. Includes contractual liability.
 2. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
 3. Is the primary insurance with regard to the other party.
 4. Does not contain a pro-rata, excess only and/or escape clause.
 5. Contains a cross liability, severability of interest or separation of insureds clause.
- ii. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to the other party in accordance with the notice requirements set forth herein. It is further understood that the covered party shall not terminate such coverage until the other party receives adequate proof that equal or better insurance has been secured.
- iii. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) 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 (1) insured shall not operate to increase the limits of the insurer's liability.
- iv. For claims related to this License, the covered party's insurance is the primary coverage to the other party, and any insurance or self-insurance programs maintained by the other party are excess to the covered party's insurance and will not be used to contribute therewith.
- v. Any failure of the covered party to comply with the terms and conditions of this License shall not affect the coverage provided to the other party or its agents, officers, officials, employees and volunteers.
- vi. Each party shall furnish the other party with certificates and original endorsements affecting the required coverage prior to execution of this License. The endorsements shall be on forms approved by each party. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, the other party. Either party may terminate this License, if the other party fails to keep all insurance policies required pursuant to the terms and conditions of this License in effect.
- vii. Each party is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and the covered party shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. Insurance Notices. Any and all insurance notices required hereunder shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

LICENSEE: EarthScope Consortium, Inc.
Attention: Larissa Hall
1200 New York Ave NW, Suite 454
Washington, D.C. 20005
permitting@earthscope.org

13. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

By executing this License, LICENSEE certifies that it is not a Nuclear Weapons LICENSEE, in that LICENSEE is 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. LICENSEE agrees to notify COUNTY immediately if it becomes a Nuclear Weapons LICENSEE, as defined above. COUNTY may immediately terminate this License if it determines that the foregoing certification is false or if LICENSEE subsequently becomes a Nuclear Weapons LICENSEE.

14. REMEDY FOR BREACH:

In the event of any breach of this License by either party, each party hereto have all rights and remedies provided by law.

15. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this License shall be in writing and either served personally or electronically to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing. Each party may at any time change its address for notice by giving written notice of such change to the other party in the manner provided in this section.

COUNTY: County of Humboldt
Dept. of Public Works
ATTN: Real Property
1106 Second Street
Eureka, California 95501

LICENSEE: EarthScope Consortium, Inc.
Attention: Larissa Hall
1200 New York Ave NW, Suite 454
Washington, D.C. 20005
permitting@earthscope.org

16. ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party's prior written consent, which shall not be unreasonably withheld. Any assignment by LICENSEE in violation of this provision shall be void and shall be cause for immediate termination of this License. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

17. AMENDMENT:

This License may be amended at any time during the term hereof upon the mutual consent of both parties. No addition to, or modification of, the terms of this License shall be valid unless made in writing and signed by authorized representatives of the parties hereto.

18. RELATIONSHIP OF PARTIES:

It is understood that this License is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Each party hereto shall be responsible for the acts and omissions of its agents, officers, officials, directors, employees, licensees, invitees, assignees and sublicensees.

19. ATTORNEY FEES

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, the term "prevailing party" means the party who dismisses an action 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.

20. WAIVER OF BREACH

The waiver by either party of any breach of this License shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this License.

21. BINDING EFFECT

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

22. LICENSEE TO ACT IN INDEPENDENT CAPACITY

LICENSEE, its officers, Board, agents, and employees shall act in an independent capacity and shall not represent themselves to be or be construed as officers, agents, or employees of COUNTY.

23. JURISDICTION AND VENUE

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

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24. INTERPRETATION:

This License, as well as its individual provisions, shall be deemed to have been prepared equally by both parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

25. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections, paragraphs and clauses set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this License.

26. SEVERABILITY:

If any provision contained herein is declared by a court of competent jurisdiction to be void or unenforceable as written, the parties intend and desire that such provision be enforced and enforceable to the fullest extent permitted by law and that the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the balance of this License.

27. PROVISIONS REQUIRED BY LAW:

This License is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this License. This License shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.

28. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this License, the parties agree to comply with the amended provision as of the effective date of such amendment.

29. SURVIVAL OF PROVISIONS:

Portions of this License are intended to survive any expiration or termination of this License. Accordingly, all provisions hereof which contemplated performance after any such event shall so survive, as shall all indemnity and restoration obligations, and the right to exercise remedies for default.

30. ENTIRE AGREEMENT:

This License contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this License shall be deemed to exist or to bind either of the parties hereto. In addition, this License shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations between the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this License are hereby ratified.

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31. COUNTERPART EXECUTION:

This License, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This License, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this License, and any amendments hereto, transmitted by email or by other means of electronic transmission, shall be deemed to have the same legal effect as delivery of an original executed copy of this License, and any amendments hereto, for all purposes.

32. AUTHORITY TO EXECUTE:

Each person executing this License represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this License. Each party represents and warrants to the other that the execution and delivery of this License and the performance of such party's obligation hereunder have been duly authorized.

[Signatures on next page].

IN WITNESS WHEREOF, the parties have entered into this License as of the first date written above.

LICENSEE:

Signed by:
By: James Downing Date: 8/17/2026
6710F796F1D6430...

Name: James Downing

Title: Director, Contracts and Compliance

Signed by:
By: Larissa Hall Date: 8/17/2026
D1B4335E34E54E2...

Name: Larissa Hall

Title: Permitting Assistant

COUNTY OF HUMBOLDT:

By: _____ Date: _____
Mike Wilson, Chair
Humboldt County Board of Supervisors

By: _____ Date: _____
Clerk of the Board

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

Digitally signed by Oakley,
Jennifer
By: Oakley, Jennifer Date: 2026.08.20 14:58:57 -07'00' Date: 8/20/2026
Risk Management

LIST OF EXHIBITS:

Exhibit A – Property Description

EXHIBIT A PROPERTY DESCRIPTION

Area Map



Table Bluff Landfill
APN 308-071-009, 011, 006