

1 **RESOLUTION**

2 **of the**

3 **Board of Directors**

4 **of**

5 **GREAT REDWOOD TRAIL AGENCY**

6 Resolution No. 2022-08

7
8 **IN THE MATTER OF:**

9 Resolution No. 2022-08 – Delegation
10 of Authority to Execute Permits to
11 Enter

12 **WHEREAS**, GREAT REDWOOD TRAIL AGENCY (“GRTA”) holds significant real property interests from
13 Mendocino through Humboldt Counties and;

14
15 **WHEREAS**, GRTA has adopted policies for the issuance of encroachment permits, but not more limited
16 access rights to third parties; and

17
18 **WHEREAS**, GRTA desires to delegate authority to its Executive Director, on certain terms set forth
19 herein, to issue written permission to enter GRTA property for limited purposes and limited duration;

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21 **NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GREAT REDWOOD TRAIL**

22 **AGENCY** as follows:

- 23
24
25 1. Executive Director shall hereby be delegated the authority to issue rights of entry by
26 entering into right of entry agreements upon the request of third parties when each of the
27 following conditions are met:

- 1 a. The nature of access requested is temporary in nature, defined as not exceeding a
2 period of 30 days;
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4 b. The nature of access requested will cause no permanent alteration to real property or
5 installation or placement of any permanent improvements thereto;
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7 c. The access requested will not impede any authorized existing use or access permission
8 upon the real property; and
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10 d. The access requested will not require the commitment of resources by GRTA in order to
11 effectuate such request, other than such administrative time as may be reasonably
12 necessary to review and approve any related access agreement.

13 2. The authority of the Executive Director to enter into such right of entry agreements shall be
14 expressly conditioned upon the inclusion of all of the terms set forth hereinbelow:

- 15 a. Grantee requirement to furnish either evidence of insurance deemed sufficient by the
16 Executive Director, and/or agreeing to indemnify GRTA for any harms caused by the
17 entrant pursuant to the grant of access, as determined by the Executive Director;
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19 b. Term or clause expressly stating no holdover by Grantee beyond the stated duration of
20 the agreement shall be permitted;
21
22 c. Term or clause that Grantee shall be required to pay attorneys' fees incurred in relation
23 to any action arising out of Grantee's use of the property or failure to vacate timely
24 upon expiration of the permission granted.

25 Introduced and adopted this 19th day of September 2022, at a meeting of the Board of Directors of

26 Great Redwood Trail Agency by the following vote:

27 AYES:

NOES:

ABSENT:

GRTA Chair

Caryl Hart

ATTEST:

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GRTA Interim Executive Director
Karyn Gear