



**BROOKTRAILS
TOWNSHIP**

COMMUNITY SERVICES DISTRICT

24860 Birch Street
Willits, CA 95490

707-459-2494

Board of Directors:
President Tina Tyler-O'Shea
Vice President Rick Williams
Director Ed Horrick
Director Ralph Santos
Director Joanne Cavallari

Board of Directors Meeting Agenda

Tuesday, September 24, 2024

Regular Session – 7:00 PM to 10:30 PM*

The Board will hold the Regular Session with a Zoom link to participate remotely

To attend the meeting remotely using your internet-connected device, use this link:

<https://us02web.zoom.us/j/7794192028>

To attend the meeting remotely using your telephone, dial [408-638-0968](tel:408-638-0968), [7794192028#](tel:7794192028).

Your devices should be muted unless you are addressing the Board.

A. PLEDGE OF ALLEGIANCE

B. ROLL CALL

1. The Presiding Officer will call the meeting to order and call the roll of members to determine the presence of a quorum.

C. ADDITIONS/ADJUSTMENTS TO THE AGENDA/REPORT ON CLOSED SESSION

2. The Presiding Officer will determine if Board members wish to add an item or make an adjustment to the agenda.
3. Report on closed session (as needed).

D. MINUTES OF PREVIOUS MEETINGS

4. The Board may approve, or amend and approve, the minutes of previous meetings:
 - a) September 10, 2024 Regular Meeting

E. SPECIAL PRESENTATIONS – None

F. PUBLIC HEARINGS – None

G. REPORTS

From Directors
From District Counsel
From General Manager

H. PUBLIC COMMENTS

Audience members will be invited to speak regarding matters not on the agenda but only upon items that are within the subject matter jurisdiction of the Board of Directors. The Board cannot act on new public comment items. Speakers may be limited to three minutes.

I. DIRECTORS' RESPONSE TO PUBLIC COMMENTS

(Responses will generally be brief; directors may call upon General Manager to respond. Items may be placed on a future agenda for a more in-depth response.)

J. CONSENT CALENDAR

5. The Board may approve all items on the Consent Calendar in one motion or move to pull separate items for individual approval.
 - a) Review and Approval of Accounts Payable Report and authorization to issue checks on or about September 25, 2024

K. AGENDA ITEMS FOR DISCUSSION AND POSSIBLE ACTION

6. Consideration of License Agreement for Emergency Access Route Along the Firco Road

L. CLOSED SESSION

7. Per Government Code §54956.9(d)(4), Conference with Legal Counsel: Initiation of Litigation (One Case – Re: APN 097-330-02-00)

M. ADJOURNMENT

8. The Board will consider a motion to adjourn.

UPCOMING BOARD MEETINGS

Tuesday, October 8, 2024 - Regular Meeting
Tuesday, October 22, 2024 - Regular Meeting

UPCOMING HOLIDAYS

Indigenous Peoples' Day – October 14, 2024

Last Resolution Adopted: 2024-12

Last Ordinance Adopted: 166

IMPORTANT INFORMATION ABOUT BOARD MEETINGS:

***MANDATORY ADJOURNMENT.** Pursuant to Section 3.18 of Ordinance No. 93, if consideration of all matters on the agenda is not complete by 10:30 p.m., the President shall adjourn to the next regular meeting, at which time those matters shall be taken up for consideration first. By motion of the Board, the meeting may be extended beyond 10:30 p.m. to a stated time.

RIGHT OF APPEAL. People who are dissatisfied with decisions of the Board of Directors may have the right of review of that decision by a state court. The District has adopted Section 1094.6 of the Code of Civil Procedure, which generally limits to 90 days the time within which decisions of the District Board and agencies may be judicially challenged in state court.

AGENDA MATERIALS. The agendas for Board meetings contain a brief description of those items to be considered at the meetings. Agendas and materials related to an agenda item (including materials distributed to the Board after the agenda is posted) are available in the District Office, 24860 Birch Street, Willits, CA, during normal business hours (8:00 a.m.–5:00 p.m. Monday-Friday) and on the Township Website Home Page at www.btcsd.org.

AMERICANS WITH DISABILITIES ACT COMPLIANCE. The meeting room is ADA accessible. If you are a person with a disability and need disability-related modifications or accommodations to participate in this meeting, please contact the District Office at (707)459-2494. Requests for such modifications or accommodations must be made at least two full business days before the start of the meeting.

**BROOKTRAILS TOWNSHIP COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS MEETING MINUTES – SEPTEMBER 10, 2024**

The Board of Directors of Brooktrails Township Community Services District met in regular session September 10, 2024 at 7:00 p.m. in person and remotely via <https://us02web.zoom.us/j/7794192028>

A. PLEDGE OF ALLEGIANCE

B. ROLL CALL

1. Roll call at 7:00 p.m. by President Tyler-O’Shea showing all directors present except for Director Santos’ excused absence. Also present were General Manager Alaniz, Chief Noyer, and Counsel Neary. Additionally, from the public was Barbara O’Reardon, Frank and Darliss Sanderson, and Susan Mahoney.

C. ADDITIONS/ADJUSTMENTS TO THE AGENDA/REPORT ON CLOSED SESSION:

2. There was none.

3. The Board met with counsel and received information; no action was taken.

D. MINUTES OF PREVIOUS MEETINGS:

4. Director Horrick moved to approve the Regular Meeting minutes of August 13, 2024; VP Williams seconded the motion. The motion to approve the minutes passed unanimously 3-0 with one abstention due to absence.

E. SPECIAL PRESENTATIONS: There was none.

F. PUBLIC HEARINGS: There was none.

G. REPORTS:

From Directors: There was none.

From District Counsel: There was none.

From General Manager: GM Alaniz updated the Board on the fire department staff aid to regional fires, as well as the metal building, which should be breaking ground in the next week. Willits Weekly article on the e-bike grant training ride with SCP. City of Willits Land Use Element Draft EIR comments on wastewater flow and treatment plant capacity submitted and Public Hearing comment provided. Lake Emily level stands at 166.9 AF or 66% and Ada Rose is at 108.9 AF or 92% of capacity, right at where staff tries to keep it at for optimum operation. The in-person kickoff meeting is onsite tomorrow with Carollo for the Water Reuse Planning Study. Great City cooperation on this, as they were able to schedule a visit to the WWTP and with their staff the same day.

H. PUBLIC COMMENTS: There was none.

I. DIRECTORS’ RESPONSE TO PUBLIC COMMENT: There was none.

J. CONSENT CALENDAR

5. President Tyler-O’Shea called for a motion for approval of the Consent Calendar. Director Cavallari pulled August 14 payables for further discussion. Director Horrick moved to approve the August 14th, report in the amount of \$77,223.64, VP Williams seconded the motion. Director Cavallari wanted more detail on the Umpqua statement. The motion to approve accounts payable for August 14th passed 3-1 with Cavallari voting no. VP Williams moved to approve accounts payable for September 11th, Director Horrick seconded the motion. The motion to approve accounts payable for September 11th passed 3-1 with Cavallari voting no.

K. AGENDA ITEMS FOR DISCUSSION AND POSSIBLE ACTION

6. Discussion of Lexipol Policy Manual for the Fire Department by Chief Noyer: Fire Chief Noyer gave an overview of the Lexipol Policy Program and how its networking between fire districts is a good way to have all the agencies receiving consistent information. With all of the different federal, state, and district policies, this will give the staff and volunteers an opportunity to both review and acknowledge each policy and have personal accountability for abiding by the policies. The program also provides smoother cohesion with mutual aid partners.

7. Consideration of Nomination to the Vacant LAFCo Special District Seat(s): GM Alaniz gave an overview of the item, noted that a previous call for candidates was not directed by the Board and discussed the role of LAFCo. It was noted that previous Director Orth was a member of the commission and rose to chair LAFCo, and Director Cavallari commented that she wouldn't be a good fit, being new in the director seat and not having adequate knowledge of the organization. Director discussion ensued, and Counsel Neary recommended that Susan Mahoney, who will be seated on the Board in December, volunteer for the seat after no other interest was shown. Director Cavallari asked about the Alternate's responsibilities, where Counsel Neary stated that alternates attend all meetings. Director Cavallari then volunteered for the alternate position. President Tyler-O'Shea nominated Susan Mahoney to the regular seat on LAFCo, Director Horrick seconded the nomination. The nomination passed unanimously 4-0. Director Horrick nominated Joanne Cavallari as the alternate seat on LAFCo, VP Williams seconded the motion. The nomination passed unanimously 4-0.

L. CLOSED SESSION President Tyler-O'Shea adjourned regular session at 7:40 and opened closed session at 7:40 p.m.

8. Per Government Code §54956.9(d)(4), Conference with Legal Counsel: Initiation of Litigation (One Case – Re: APN 097-330-02-00)

M. ADJOURNMENT

9. President Tyler-O'Shea adjourned closed session and returned to regular session at 7:47 p.m. It was announced out that the Board had received information and gave direction to counsel. No action was taken. Director Horrick moved to adjourn the regular meeting at 7:48 p.m.

ATTEST:

Tina Tyler-O'Shea, President

Tamara Alaniz, Secretary

Report Criteria:

Detail report.
Invoice detail records above \$0.00 included.
Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
120-612-5250								
6790	PG&E - EFT	240905	ADMIN	09/05/2024	499.51	499.51	09/12/2024	
6790	PG&E - EFT	240919	ADMIN	09/19/2024	7.60	7.60	09/23/2024	
Total 120-612-5250:					507.11	507.11		
120-612-5260								
8810	VERIZON-EFT	9972787010	Telephone	09/23/2024	41.56	41.56	09/19/2024	
Total 120-612-5260:					41.56	41.56		
120-612-5302								
5460	NEARY AND O'BRIEN	8485	AUGUST RETAINER	08/29/2024	2,147.75	.00		
Total 120-612-5302:					2,147.75	.00		
120-612-5340								
8150	STANDARD INSURANCE CO	240923	ADMIN DISABILITY INS	09/23/2024	332.39	.00		
Total 120-612-5340:					332.39	.00		
120-612-5430								
9230	XEROX CORPORATION- EFT	022023995	OFFICE COPIER LEASE	09/01/2024	35.72	35.72	09/12/2024	
Total 120-612-5430:					35.72	35.72		
120-614-5230								
5495	NICK BARBIERI TRUCKING LLC	0156246-IN	Gas/Diesel	09/11/2024	363.10	.00		
Total 120-614-5230:					363.10	.00		
120-614-5250								
6790	PG&E - EFT	240905	REC	09/05/2024	9.92	9.92	09/12/2024	
6790	PG&E - EFT	240919	REC	09/19/2024	.34	.34	09/23/2024	
Total 120-614-5250:					10.26	10.26		
120-614-5260								
8810	VERIZON-EFT	9972787010	Telephone	09/23/2024	4.16	4.16	09/19/2024	
Total 120-614-5260:					4.16	4.16		
120-614-5340								
8150	STANDARD INSURANCE CO	240923	REC DISABILITY INS	09/23/2024	55.46	.00		
Total 120-614-5340:					55.46	.00		
120-651-5230								
5495	NICK BARBIERI TRUCKING LLC	0156246-IN	Gas/Diesel	09/11/2024	6.44	.00		
Total 120-651-5230:					6.44	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
220-621-5180								
9425	Bailey Schmid	240923	CLOTHING ALLOWANCE	09/23/2024	175.00	.00		
Total 220-621-5180:					175.00	.00		
220-621-5210								
3830	GRAINGER	9248720865	SOLENOID VALVE	09/13/2024	584.80	.00		
3890	GROW WEST	1915741	COPPER SULFATE	08/08/2024	6,935.00	.00		
4240	JENFITCH INC	12629	JC 9465 Chemicals	08/06/2024	3,270.75	.00		
4990	MENDO MILL & LUMBER CO.	486844/2	Sickle, machete, carwash	09/03/2024	50.01	.00		
4990	MENDO MILL & LUMBER CO.	487434/2	MISC STORAGE CONTAINERS	09/10/2024	264.78	.00		
4990	MENDO MILL & LUMBER CO.	487609/2	car cleaner, armour all	09/12/2024	18.16	.00		
8050	REDWOOD WASTE SOLUTIONS	1438428	DUMP RUN REFUSE PER CUBI	09/10/2024	13.50	.00		
8610	UKIAH PAPER SUPPLY	561434	PAPER supplies	09/16/2024	130.06	.00		
8740	USA BLUEBOOK	INV00484161	mISC CONNECTORS, PRESS R	09/16/2024	2,714.92	.00		
8740	USA BLUEBOOK	INV00484866	LMI REPAIR KITS	09/16/2024	614.56	.00		
8740	USA BLUEBOOK	INV00484959	CLAMP RINGS, LMI REPAIR KIT,	09/16/2024	411.69	.00		
8740	USA BLUEBOOK	INV00484994	COUPLING NUT PP	09/16/2024	95.06	.00		
8740	USA BLUEBOOK	INV00488497	PRESSURE REGULATORS	09/19/2024	2,912.14	.00		
1420	Vestis - EFT	5080499843	SHOP TOWELS & MATS	08/19/2024	81.82	.00		
Total 220-621-5210:					18,097.25	.00		
220-621-5230								
4680	LES SCHWAB TIRE CENTER	63700430490	2015 FORD F350, TIRES, ALIGN	09/19/2024	910.80	.00		
4730	LITTLE LAKE AUTO PARTS	667539	FRONT CALIPERS	09/13/2024	9.81	.00		
5495	NICK BARBIERI TRUCKING LLC	0156246-IN	Gas/Diesel	09/11/2024	968.40	.00		
Total 220-621-5230:					1,889.01	.00		
220-621-5250								
6790	PG&E - EFT	240905	WATER	09/05/2024	21,865.51	21,865.51	09/12/2024	
6790	PG&E - EFT	240919	WATER	09/19/2024	5.93	5.93	09/23/2024	
Total 220-621-5250:					21,871.44	21,871.44		
220-621-5260								
8810	VERIZON-EFT	9972787010	Telephone	09/23/2024	39.48	39.48	09/19/2024	
Total 220-621-5260:					39.48	39.48		
220-621-5300								
7910	SILVA SEPTIC INC	114636	ADA PORTABLE RESTROOM	09/15/2024	728.16	.00		
Total 220-621-5300:					728.16	.00		
220-621-5340								
8150	STANDARD INSURANCE CO	240923	WATER DISABILITY INS	09/23/2024	164.63	.00		
Total 220-621-5340:					164.63	.00		
220-621-5360								
8280	SWRCB DRINK'G WT OP CERT	240923	G. B. WATER TREATMENT OPE	09/23/2024	90.00	.00		
Total 220-621-5360:					90.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
220-621-5430								
9230	XEROX CORPORATION- EFT	022023995	OFFICE COPIER LEASE	09/01/2024	71.44	71.44	09/12/2024	
Total 220-621-5430:					71.44	71.44		
320-631-5180								
9425	Bailey Schmid	240923	CLOTHING ALLOWANCE	09/23/2024	175.00	.00		
Total 320-631-5180:					175.00	.00		
320-631-5210								
4990	MENDO MILL & LUMBER CO.	486844/2	Sickle, machete, car wash	09/03/2024	50.01	.00		
4990	MENDO MILL & LUMBER CO.	487434/2	MISC STORAGE CONTAINERS	09/10/2024	264.79	.00		
4990	MENDO MILL & LUMBER CO.	487609/2	CAR CLEANER, ARMOUR ALL	09/12/2024	18.16	.00		
8050	REDWOOD WASTE SOLUTIONS	1438428	DUMP RUN REFUSE PER CUBI	09/10/2024	13.50	.00		
8610	UKIAH PAPER SUPPLY	561434	PAPER supplies	09/16/2024	130.05	.00		
1420	Vestis - EFT	5080499843	SHOP TOWELS & MATS	08/19/2024	81.81	.00		
Total 320-631-5210:					558.32	.00		
320-631-5230								
4680	LES SCHWAB TIRE CENTER	63700430490	2015 FORD F-350 TIRES, ALIGN	09/19/2024	910.80	.00		
4730	LITTLE LAKE AUTO PARTS	667539	FRONT CALIPERS	09/13/2024	9.82	.00		
5495	NICK BARBIERI TRUCKING LLC	0156246-IN	Gas/Diesel	09/11/2024	1,090.00	.00		
Total 320-631-5230:					2,010.62	.00		
320-631-5250								
6790	PG&E - EFT	240905	SEWER	09/05/2024	1,382.07	1,382.07	09/12/2024	
6790	PG&E - EFT	240919	SEWER	09/19/2024	5.13	5.13	09/23/2024	
Total 320-631-5250:					1,387.20	1,387.20		
320-631-5260								
8810	VERIZON-EFT	9972787010	Telephone	09/23/2024	39.48	39.48	09/19/2024	
Total 320-631-5260:					39.48	39.48		
320-631-5340								
8150	STANDARD INSURANCE CO	240923	SEWER DISABILITY INS	09/23/2024	180.10	.00		
Total 320-631-5340:					180.10	.00		
320-631-5430								
9230	XEROX CORPORATION- EFT	022023995	OFFICE COPIER LEASE	09/01/2024	71.45	71.45	09/12/2024	
Total 320-631-5430:					71.45	71.45		
420-641-5210								
4690	LIFE ASSIST	1510011	portable transport	09/13/2024	393.74	.00		
4690	LIFE ASSIST	1510142	BAG mask resuscitator	09/13/2024	88.78	.00		
Total 420-641-5210:					482.52	.00		
420-641-5230								
5495	NICK BARBIERI TRUCKING LLC	0156246-IN	Gas/Diesel	09/11/2024	959.25	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 420-641-5230:					959.25	.00		
420-641-5250								
6790	PG&E - EFT	240905	FIRE	09/05/2024	491.35	491.35	09/12/2024	
6790	PG&E - EFT	240919	FIRE	09/19/2024	5.71	5.71	09/23/2024	
6790	PG&E - EFT	240920	FIRE DEPT ANNEX	09/19/2024	102.94	102.94	09/23/2024	
Total 420-641-5250:					600.00	600.00		
420-641-5260								
8810	VERIZON-EFT	9972787010	Telephone	09/23/2024	121.89	121.89	09/19/2024	
Total 420-641-5260:					121.89	121.89		
420-641-5303								
5460	NEARY AND O'BRIEN	8486	AUGUST-MATTERS	08/29/2024	325.00	.00		
Total 420-641-5303:					325.00	.00		
420-641-5306								
4730	LITTLE LAKE AUTO PARTS	667388	Battery	09/12/2024	399.01	.00		
Total 420-641-5306:					399.01	.00		
420-641-5340								
8150	STANDARD INSURANCE CO	240923	FIRE DISABILITY INS	09/23/2024	202.59	.00		
Total 420-641-5340:					202.59	.00		
420-641-5430								
9230	XEROX CORPORATION- EFT	022023996	FD COPIER LEASE	09/12/2024	52.02	52.02	09/12/2024	
Total 420-641-5430:					52.02	52.02		
420-641-5601								
4760	LN CURTIS & SONS	932327	FIRE SAFE COUNCIL GRANT E	09/16/2024	4,996.24	.00		
Total 420-641-5601:					4,996.24	.00		
Grand Totals:					59,191.05	24,853.21		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
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Dated: _____

Board President: _____

General Manager: _____

**Board Meeting
Agenda Item K-6**



**BROOKTRAILS
TOWNSHIP**

COMMUNITY SERVICES DISTRICT

24860 Birch Street
Willits, CA 95490

707-459-2494

DATE: September 24, 2024

TO: Board of Directors

FROM: Tamara Alaniz

RE: Consideration of License Agreement for Emergency Access Route Along the Firco Road

DISCUSSION

The District has worked with property owners over the last seven years to secure agreements that allow emergency vehicles to use private access roads during emergency situations, particularly wildfires. These agreements make it possible for emergency vehicles to come up to Brooktrails through private roads when both lanes of Sherwood Road are being used for evacuation purposes.

This License Agreement for Emergency Access Route with the Padula properties is a refreshed version of the earlier agreement entered into with Richard Padula. Nancy Coffman has graciously allowed and participated in creating this version in cooperation with Counsel Neary.

RECOMMENDATION

Move to approve the License Agreement for Emergency Access Route with the Padula properties along FirCo Road.

ATTACHMENT

License Agreement for Emergency Access Route

LICENSE AGREEMENT FOR EMERGENCY ACCESS ROUTE

This License Agreement for an Emergency Access Route (“**Agreement**”), by and between the BROOKTRAILS TOWNSHIP COMMUNITY SERVICES DISTRICT (“**BROOKTRAILS**”) and the RICHARD L. PADULA TRUST (“**PADULA**”), is made and effective this ____ day of August 2024. BROOKTRAILS and PADULA are hereinafter referenced collectively as the “**Parties**” to this Agreement.

Whereas BROOKTRAILS is a Community Services District, a public agency created under the Community Services District Law, Government Code §61000 et seq., providing emergency services, including fire protection, to a population of approximately 3,700 residents and 6,600 parcels of real property located within its territory;

Whereas PADULA is the owner of Mendocino County Assessor’s Parcel Nos:

037-160-60;

037-160-63;

037-160-64; and

037-260-15;

which are hereinafter collectively referenced as the “**Padula Property**”;

Whereas there is an existing unpaved road contiguous to public roads in BROOKTRAILS, traversing the Padula Property to a connection with United States Route 101, commonly referred to as the “FIRCO Road,” which is hereinafter referenced as the “**Emergency Access Route**” and is depicted in **Exhibit 1** hereto;

Whereas the Emergency Access Route is designated as such because it serves as an alternate route for emergency services personnel and apparatus to respond to an emergency in BROOKTRAILS when existing transportation routes are unavailable or insufficient to respond to the emergency (collectively, “Emergency Access Purposes”);

Whereas BROOKTRAILS is desirous of securing the services of the County of Mendocino and/or state agencies in the improvement and maintenance of the Emergency Access Route, for Emergency Access Purposes, in such a manner as the Sheriff of the County of Mendocino, or his or her designee, may determine appropriate under the circumstances of any emergency; and

Whereas PADULA is willing to license access to the Padula Property to facilitate emergency services access in time of an emergency;

NOW, THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. PADULA grants a license to BROOKTRAILS to enter the Padula Property, limited to 20 feet in each direction from the centerline of the Emergency Access Route, solely for the purpose of: facilitating the use and maintenance thereof for Emergency Access Purposes in the time of an emergency declared by the Sheriff of the County of Mendocino, or his or her designee; performing road work necessary to facilitate such emergency use; maintaining signage directing emergency access; and maintaining a viable firebreak (collectively, the “Work”).

2. The term of this license commences on the effective date of this Agreement, as set forth above, and continues indefinitely, subject to the following rights of termination:

- a. In the event that BROOKTRAILS fails to perform any of its obligations under this Agreement, PADULA may, without obligation, and in its sole discretion, after ten (10) days prior written notice to BROOKTRAILS, terminate the license and this Agreement and/or take such actions or pay such sums as are necessary to perform such obligations. All actual sums incurred by PADULA hereunder in respect of this paragraph shall be immediately payable by BROOKTRAILS to PADULA upon demand by PADULA.
- b. PADULA may terminate the license and this Agreement on written notice to BROOKTRAILS, at its sole discretion and for any reason, with such termination effective 180 days following the date of the notice.

3. Any road work performed as Work under this Agreement shall be performed by the County of Mendocino and/or an agency of the State of California, in the capacity of agents of BROOKTRAILS, as set forth in further detail in Paragraph 8, below.

4. Any Work under this Agreement shall commence only after reasonable advance written notice to PADULA, the time period for which shall in no instance be less than five (5) business days. Such notice shall include, without limitation, the scheduled Work dates, the nature, scope, and location of the Work to be performed, the identity of the agency or other entity performing the Work, and copies of any permits required to perform the Work. However, no advance notice shall be required when the Work is performed under a Declaration of Emergency issued by the Sheriff of the County of Mendocino, or his or her designees.

5. Any Work under this Agreement shall be conducted in a manner that does not unreasonably interfere with PADULA’s day-to-day operations on the Padula Property, as determined by PADULA at its sole discretion, and only following written approval by PADULA

to proceed with the Work, which approval shall not be unreasonably withheld. BROOKTRAILS and its agents, including without limitation the County of Mendocino and/or any agency of the State of California, may perform any and all Work (including maintenance and repair work) that may be required to make the Emergency Access Route available for Emergency Access Purposes; and, in all cases such Work shall be conducted in a diligent and workmanlike manner, pursuant to all required permits and in accordance with all applicable County, State, and Federal laws, regulations, ordinances, and guidelines, including, without limitation, those related to human health, safety, and the environment. However, BROOKTRAILS shall not be deemed to be under a duty to perform any Work, notwithstanding its entry into this Agreement or any other term of this Agreement.

6 BROOKTRAILS assumes all responsibility for any and all waste material, whether deemed a hazardous waste or not, that is generated as a result of entry or Work on the Padula Property under this Agreement. BROOKTRAILS shall remove from the Padula Property all such waste material upon completion of the specific entry or Work activity that is occurring, in a timely manner and in accordance with applicable laws and regulations. BROOKTRAILS shall promptly notify PADULA of and promptly respond to and remediate any spill, release, or discharge of any material that is reportable or required to be remediated by law in, on, under or about the Padula Property which results from entry or Work under this Agreement.

7. Equipment brought onto the Padula Property by BROOKTRAILS shall be free of contamination from hazardous substances; provided, however, that such equipment may contain ordinary fuels, lubricants and other substances reasonably necessary for their ordinary functioning. All equipment must be maintained in a clean and safe condition at the end of each workday. BROOKTRAILS shall provide for appropriate security at the site of the entry or Work during the time of the entry or Work as may be reasonably necessary and appropriate to protect health and safety. PADULA shall not be responsible for equipment brought onto the Padula Property by BROOKTRAILS that is lost or stolen.

8 With respect to all entry and Work on the Padula Property under this Agreement by the County of Mendocino, the State of California and its agencies, or others, such entities and persons shall be acting at all times as agents of BROOKTRAILS. BROOKTRAILS' obligations to PADULA under this Agreement shall not be affected by BROOKTRAILS' delegation of entry or Work on the Padula Property to its agents. Such delegation shall be at BROOKTRAILS' sole discretion, but BROOKTRAILS shall remain responsible to PADULA for all entry and Work under this Agreement by itself and its agents.

9. PADULA shall have the right to have its representatives be present and observe any entry or Work under this Agreement, and BROOKTRAILS shall cooperate with PADULA to coordinate such attendance by PADULA's representatives.

10. BROOKTRAILS hereby assumes all risk and expense relating to access to, use of, and Work on the Emergency Access Route under this Agreement, whether undertaken by itself or its principals, agents, employees, contractors, subcontractors, guests, or invitees, including without limitation the County of Mendocino, the State of California, and agencies of the State. To the fullest extent permitted by law, BROOKTRAILS agrees to indemnify, defend, and hold harmless PADULA and its directors, officers, shareholders, agents (including its managing agent), trustees, beneficiaries, heirs, members, partners, tenants, managers, lenders, contractors, invitees, guests, consultants, employees, and the successors and assigns of any and each of them (“Indemnified Parties”) from and against any and all liabilities, damages, claims, losses, demands, expenses, costs (including, without limitation, all reasonable attorney's fees, court costs, and disbursements), penalties, or other obligations of any kind, arising out of or in connection with (a) Work performed on the Padula Property under this Agreement, (b) access to or use of the Padula Property for emergency access under this Agreement, or (c) a breach of this Agreement. BROOKTRAILS’ indemnity obligation hereunder shall extend to: (i) PADULA’s successors in interest who may take title to the Padula Property; and (ii) such lenders or parties who may take a security interest in the Padula Property. The obligations of BROOKTRAILS under this paragraph, including, without limitation, the indemnification of the Indemnified Parties specified herein, shall remain operative and in full force and shall survive the termination of this Agreement.

11. **Security of Emergency Access Route:** The existing gate on the Emergency Access Route, as maintained by PADULA, shall be kept in locked condition by BROOKTRAILS except during actual emergency situations. Any Work conducted around the gate entry points must be carried out in a manner that does not compromise the security of the gate or its surrounding barriers. Should any access to or Work on the Padula Property compromise the existing security of the gate and/or its barriers, BROOKTRAILS shall be responsible for promptly restoring the security measures to their original type and level. BROOKTRAILS shall ensure that the gate and barriers are securely maintained throughout the duration of any access to or Work on the Padula Property and shall immediately address and rectify any security breaches or compromises resulting from such activities.

12. Prior to entry by BROOKTRAILS or its agents upon the Padula Property pursuant to this Agreement, BROOKTRAILS, at its sole cost and expense, shall deliver to PADULA such insurance certificates as PADULA may reasonably require, evidencing insurance that is acceptable to PADULA, including with respect to type of insurance, scope of coverage and exclusions, policy term, policy limits, deductibles and self-insured retentions, and insurance carrier rating. Such insurance shall be maintained by BROOKTRAILS in full force and effect throughout the term of this Agreement. PADULA may, at its sole discretion, require that the insurance certificates include PADULA, and others designated by PADULA, as additional named insureds, at no cost to PADULA. Should PADULA determine that the scope of the ongoing or proposed future entry or Work on the Padula Property differs in nature, scope, or risk from prior entry or Work, PADULA may, at its sole discretion, require revisions to BROOKTRAILS’ insurance coverage and certificates

to reasonably address the change in circumstances. PADULA shall provide written notice to BROOKTRAILS specifying any such required revisions. BROOKTRAILS shall promptly provide updated certificates of insurance reflecting such revised coverage as necessary, either within ten (10) business days of receiving such notice or as soon as feasible thereafter, if factors outside the control of BROOKTRAILS preclude BROOKTRAILS from complying within that time period.

13. PADULA reserves all rights of ownership in and to the Padula Property which are not inconsistent with this Agreement, including, without limitation, the right to grant easements or further licenses on, over, or across the Padula Property. PADULA further reserves the right to use the Padula Property for all uses not materially and adversely interfering with the rights granted to BROOKTRAILS hereunder. Nothing herein contained may create or be construed to have created any other right, interest, privilege, or license in or to any portion of the Padula Property, other than as herein expressly set forth, it being expressly declared that no implied rights in favor of BROOKTRAILS, or in favor of the public in general, arise by execution or operation of this Agreement.

14. BROOKTRAILS shall keep and shall require its agents to keep the Padula Property free and clear of all liens and encumbrances, including but not limited to mechanics', materialman's, contractor's, or subcontractor's liens or any claim for damage, arising from entry or Work on the Padula Property under this Agreement. BROOKTRAILS shall discharge or bond over any lien filed against the Padula Property as a result of the Work within ten (10) days of obtaining knowledge of the filing of such lien(s) or before any action is brought to enforce such liens, whichever occurs earlier. If BROOKTRAILS does not undertake such action within ten (10) days, PADULA shall have the right to discharge or bond over such lien(s) and receive full reimbursement plus interest from BROOKTRAILS within fourteen (14) days of such discharge or bond.

15. This Agreement may not be modified, waived, or amended except by a subsequent written agreement executed by both Parties.

16. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings of the Parties relating thereto.

17. If any provision of this Agreement (or portion thereof) is determined by a court or other authority of competent jurisdiction to be unenforceable as drafted for any reason, then such provision (or portion thereof) may be construed in a manner designed to effectuate the purposes of such provision (or portion thereof) to the maximum extent enforceable under applicable law.

18. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of California, without regard to its conflicts of law provisions.

19. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and approved assignees. BROOKTRAILS may not assign this Agreement without the prior written consent of PADULA.

20. Any notices pursuant to this Agreement shall be delivered via both email and either U.S. Mail or overnight delivery to:

For BROOKTRAILS:

24860 Birch Street
Willits, CA 95490

For PADULA:

The Richard L. Padula Trust
P.O. Box 537
Willits, CA 95490

ncoffman19@att.net
carolynstewart@coastalforestlands.net

PADULA

BROOKTRAILS

CAROLYN J. STEWART, Trustee

TAMARA ALANIZ,
ITS GENERAL MANAGER

NANCY L. COFFMAN, Trustee