# MANNON, KING, JOHNSON & WIPF, LLP

ATTORNEYS AT LAW

CHARLES B. MANNON-Retired JAMES F. KING STEPHEN F. JOHNSON <u>MICHAELYN P. WIPF</u> ALLISON M. MACHI SAVINGS BANK BUILDING, SUITE 304 200 NORTH SCHOOL STREET P.O. BOX 419 UKIAH, CALIFORNIA 95482

June 17, 2021

TELEPHONE: 707-468-9151 FACSIMILE: 707-468-0284 steve@mkjlex.com

302549

Via US Mail & Email ncra.mstogner@sbcglobal.net

Mitch Stogner Executive Director North Coast Railroad Authority 419 Talmage Road, Suite M Ukiah, CA 95482 ENTERED Office of Proceedings June 17, 2021 Part of Public Record

Re: Docket #AB-1305-0-X For E-Filing Exercise Of Option To Purchase North Coast Railroad Authority's "Right-Of-Way" By Humboldt Redwood Company, LLC

Dear Mr. Stogner:

Our law firm represents Humboldt Redwood Company, LLC ("HRC"). HRC is the successor in interest to certain real property previously owned by The Pacific Lumber Company ("PALCO") AND Britt Lumber Co., Inc. ("Britt").

On December 5, 1990 PALCO and Britt entered into the enclosed agreement with The Eureka Southern Railroad and The Northwestern Pacific Railroad Acquisition Corp. (collectively, "the Railroad") ("the Agreement"). Also enclosed is a "Memorandum of Agreement" recorded on January 31, 1991, in the Official Records of Humboldt County as document 1991-2323-5, for the purpose of imparting notice of the Agreement.

Pursuant to Paragraph 4 of the Agreement, for a period of 50 years, commencing on December 5, 1990, the "Railroad grants to PALCO and Britt, individually, or their successors in interest, an option to purchase in fee any or all portions of the Railroad 'right-of-way' which are located adjacent to real property owned by PALCO or Britt" ("Right-of-Way").

Paragraph 4 of the Agreement also provides that the option may be exercised by PALCO "no later that 180 days of the date the Railroad or its successor's in interest fail to operate or maintain said railroad operations on said 'right-of-way by giving Railroad or its successors in interest written notice." The Agreement additionally provides that "within 30 days of the date of said written notice PALCO shall pay Railroad or its

Mitch Stogner June 17, 2021

successor in interest the sum of \$20,000.00 cash as payment in full of said real property subject to this option regardless of whether PALCO or Britt or both exercise said option to acquire any or all of the real property subject to this option."

This letter shall serve as formal notice to North Coast Railroad Authority, as the successor in interest to the Railroad, that upon approval by the Surface Transportation Board of your application to abandon the rail line, HRC hereby exercises its option to purchase in fee all portions of the Right-of-Way that are adjacent to its lands. HRC is prepared to immediately deposit into an escrow the \$20,000.00 payment for said real property in accordance with the terms of the Agreement.

I shall be contacting you in the very near future regarding the payment and the logistics of finalizing the transaction. Please do not hesitate to contact me if you care to discuss the matter. Thank you.

Sincere

Encl.

cc: (all with attachments)

Cynthia T. Brown, Chief, Section of Administration, Surface Transportation Board 395 E Street, SW, Washington, DC 20423 Service List For Surface Transportation Board Dockets AB 1305-0-X Jason Liles, Principal Consultant For California State Senator Mike Maguire (by email) Law Office of Neary & O'Brien 110 South Main Street, Suite C, Willits, CA 95490 Client

#### AGREEMENT

This agreement is made December 5, 1990, by and between The **Pacific Lumber Company** (PALCO), a Delaware corporation, **Britt Lumber Co.**, **Inc.**, (Britt), a California corporation, and The Eureka Southern Railroad, a California corporation, and **The Northwestern Pacific Railroad Acquisition Corp.**, a California corporation (jointly the Railroad), and is based upon the following mutually agreed upon facts:

A. PALCO is a timber growing and lumber manufacturing concern owning in fee approximately 200,000 acres of timberland situated in Humboldt County, California.

B. Britt is a lumber manufacturer located in Humboldt County, California.

C. The Railroad operates a rail line which generally runs from Eureka, Humboldt County, California, through Trinity County, California, and terminates at Willits, Mendocino County, California. The "right-of-way" upon which said railroad line is located will be described and attached hereto as **Exhibit A** and will be incorporated herein by this reference subsequent to the execution of this agreement and represents the entire railroad right-of-way located in Humboldt County, Trinity County and Mendocino County, California. Failure to create and attach Exhibit A will not invalidate this agreement.

D. On or about December 16, 1986 the Railroad sought protection from its creditors by filing a bankruptcy petition seeking reorganization. Said petition was filed in the United States Bankruptcy Court for the Northern District of California. The Railroad is currently managed by a bankruptcy trustee under supervision of the Bankruptcy Court.

E. The Railroad's predecessors in interest constructed Railroad's track over said "right-of-way" which was granted in part by PALCO's predecessors in interest and by Britt or Britt's predecessor in interest. In each case the grantor granted Railroad's predecessors a fee interest in said "right-of-way", retaining a right of reverter to said "right-of-way" which would cause fee ownership to revert to grantors or their successors in interest if and when the grantee(s) or their successors in interest failed to operate and maintain a railroad line on said "right-of-way".

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#### Agreement, Page 1

F. The aforesaid "right-of-way" is 66 feet wide in most locations but is wider in some and narrower in some. This agreement pertains to all of Railroad's "right-of-way", regardless of width. For the purposes of this agreement the term "right-of-way" means all Railroad ownership located in the Counties of Humboldt, Trinity and Mendocino, California.

G. Timber, some currently merchantable and some currently unmerchantable, stands and lies on said Railroad "right-of-way".

H. Railroad desires to sell, and PALCO desires to buy, timber rights forever and not merely the standing timber located on the aforementioned Railroad "right-of-way".

I. PALCO and Britt desire to acquire an option to purchase those portions of the aforesaid Railroad "right-of-way" which are located adjacent to real property owned by PALCO or Britt, respectively.

J. As consideration for the aforementioned timber rights<sup>\*</sup> and for Railroad's grant of an option allowing PALCO and Britt to purchase a portion of the aforesaid "right-of-way" which is adjacent to PALCO or Britt's real property, respectively, PALCO will pay to Railroad the sum of \$180,000.00 cash.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the parties agree as follows:

1. An escrow will be opened at Fidelity National Title Insurance Company located at 404 Fourth Street, Eureka, California.

2. Railroad shall convey to PALCO by deed the timber rights to timber located within the railroad "right-of-way" located in Humboldt, Trinity and Mendocino Counties. Said deed shall grant to PALCO all timber standing, lying or being on said railroad "right-of-way" and timber rights forever, not merely the timber presently standing on said real property and shall include the right to manage, cut and remove timber from said "right-of-way". Said timber rights conveyed shall be free of liens.

3. PALCO or any successor in interest shall not interfere with the Railroad's operation of its rail line in any way that would affect Interstate Commerce, and agrees that Railroad will be notified of any logging operation prior to its commencement so that appropriate measures may be taken by Railroad for its continued operation.

4. For a period of 50 years, commencing on December 5, 1990, ATTORNEYS AT LAW 550 -1- STREET POST OFFICE BOX 23 EUREKA, CALIFORNIA 95502 Railroad grants to PALCO and Britt, individually, or their successors in interest an option to purchase any or all of the portions of the Railroad rightof-way which are located adjacent to real property owned by PALCO or Britt. The purchase price shall be \$20,000.00 payable in cash. Said option may be exercised by PALCO or Britt or both or their successors in interest if in the future Railroad or its successors in interest fail to operate and maintain a railroad operation on said "right-of-way". Said option may be exercised by PALCO or Britt or both no later than 180 days of the date Railroad or its successors in interest fail to operate and maintain a railroad operation on said "right-of-way". Said option may be exercised by PALCO or Britt or both no later than 180 days of the date Railroad or its successors in interest fail to operate or maintain said railroad operations on said "right-of-way" by giving Railroad or its successors in interest written notice. Within 30 days of the date of said written notice PALCO shall pay Railroad or its successors in interest the sum of \$20,000.00 cash as payment in full for said real property subject to this option regardless of whether PALCO or Britt or both exercise said option to acquire any or all of the real property subject to this option.

5. PALCO shall pay Railroad \$180,000.00 on the terms and conditions set forth herein.

6. This transaction is expressly contingent upon approval of this agreement and written court order stating said approval by the United States Bankruptcy Court for the Northern District of California.

7. PALCO shall pay to Railroad the sum of \$40,000.00 cash upon the filing of the aforesaid court order of the Bankruptcy Court. An additional \$60,000.00 shall be paid to Railroad no later than 11:00 a.m. December 7, 1990. The sum of \$80,000.00 shall be deposited in the aforesaid escrow to be released to Railroad upon the issuance of a California Land Title Association standard policy of insurance in the amount of \$165,000.00 to be paid by PALCO and to be issued by Fidelity National Title Insurance Company showing title to the aforementioned timber rights in the name of PALCO. In no event shall the \$80,000.00 be paid to Railroad later than 30 days from the date of this agreement.

8. PALCO shall have the right to further assign or convey said timber rights being acquired from Railroad.

9. This agreement shall be binding on and inure to the benefit of the parties to this agreement and their successors and assigns.

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#### Agreement, Page 3

be governed by and construed in accordance with the laws of the State of California.

11. If any action, proceeding or arbitration arising out of or relating to this agreement is commenced by either party to this agreement then as between PALCO, Britt and Railroad the prevailing party shall be entitled to receive from the other party in addition to any relief that may be granted the reasonable attorneys' fees, costs and expenses incurred in the action, proceeding or arbitration by the prevailing party.

The waiver by any party to this agreement of a breach of any 12. provision of this agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this agreement.

In Witness Whereof, the parties have executed this agreement on the date first set forth above.

## THE PACIFIC LUMBER COMPANY.

a Delaware corporation, 1st

BRITT LUMBER CO., INC., a California corporation,

Sob Britt

THE EUREKA SOUTHERN RAILROAD, a California corporation,

By \_ Irvetee in Bankruptev

THE NORTHWESTERN PACIFIC **RAILROAD ACQUISITION CORP.** a California corporation,

By ,

Trustee in Bankruptcy

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Agreement, Page 4

Doc \$ 4878 (50f5)

**RECORDING REQUESTED BY, AND** WHEN RECORDED MAIL TO:

William H. Carson, Jr. Huber & Goodwin Attorneys at Law Post Office Box 23 Eureka CA 95502 1991 - 2323 - 5

RECORDED – OFFICIAL RECORDS HUMBOLDT COUNTY, CALIFORNIA CAROLYN CRNICH, RECORDER

Recorded by HUBER & GOODWIN

Rec Fee 13.00

Clerk: PA Total: 13.00

Jan 31, 1991 at 15:44

MEMORANDUM OF AGREEMENT

By this Memorandum of Agreement Eureka Southern Railroad Co., Inc.,, a California corporation, and The Northwestern Pacific Railroad Acquiring Corp., a California corporation (Sellers) hereby grant to Britt Lumber Co., Inc., a California corporation (Buyer) an option to purchase the real property, including all rights of Sellers to rightsof-way, easements and all other appurtenant rights, together with all improvements located on the rights-of-way, excepting therefrom railroad tracks and ties, which is located in Humboldt County, California, commonly known as all of that portion of a railroad right-of-way which is adjacent to three separate parcels of real property owned by Buyer and described more particularly below and in the option Agreement dated December 5, 1990, between Sellers and Buyer.

**1. Property Description**. The three parcels of real property, which are designated as **Parcel A, Parcel B** and **Parcel C**, are described in attached Exhibit A and incorporated herein by this reference.

2. Term. The term of the Agreement begins on December 5, 1990, and ends December 4, 2040.

**3.** Extensions. There are no extensions of this option available to Buyer.

**4. Termination**. Buyer's interest will terminate at the end of the term unless on or before such date the property has been conveyed to Buyer.

**5.** Price and Terms. The parties have executed and recorded this instrument for the purpose of imparting notice of the Agreement and the respective rights and obligations of Buyer and Sellers, the terms, covenants and conditions of which are incorporated herein by reference as though set forth fully herein. In the event of any inconsistency between this Memorandum, and the Agreement, the Agreement shall control. This Memorandum and the Agreement shall bind and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns, subject, however, to the provisions of the Agreement on assignment.

In Witness Whereof, Sellers have signed this Memorandum this 2014 day of January 1991.

EUREKA SOUTHERN RAILROAD CO., INC., a California corporation, By\_ Jerry E. Gregg, Trustee in Bankruptcy

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Memorandum of Agreement, Page 1

THE NORTHWESTERN PACIFIC RAILROAD ACQUIRING CORP., a California corporation, Bv Trustee in Bankruptcy Jerry E. Gregg.

# STATE OF <u>CALIFORNIA</u>) COUNTY OF HUMBOLDT )ss.

On January 30, 1991, before me, the undersigned, a Notary Public for said State, personally appeared Jerry E. Gregg, known to me to be the Trustee in Bankruptcy of Eureka Southern Railroad Co., Inc., and The Northwestern Pacific Railroad Acquiring Corp., the corporations that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said corporations, and acknowledged to me that such corporations executed the within instrument pursuant to the Amended Order Authorizing Sale of Timber Rights filed on December 6, 1990, in the United States Bankruptcy Court for the Northern District of California in case number 1-86-01976.

Witness my hand and Official Seal,

CHARLOTTE DODSON NOTARY PUBLIC HUMBOLDT COUNTY, CALIFORNIA My commission expires Aug. 25, 1992 VECENERAL DE CONTRACTOR DE C

Notary Public, State of California

My Commission Expires:

HUBER & GOODWIN ATTORNEYS AT LAW 550 "I" STREET POST OFFICE BOX 23 EUREKA, CALIFORNIA 95502

Memorandum of Agreement, Page 2

1991-2323-5

EXHIBIT A

#### Parcel A:

BEGINNING at the quarter section post between Sections 16 and 21 in Township 6 North of Range 1 East of Humboldt Meridian;

and running thence West 831.60 feet to the East side of the County road;

thence along the same North 30 degrees East 198 feet North 18 degrees East 79.20 feet North 3 degrees East 1044.78 feet;

thence east 653.48 feet to a subdivision line;

thence South along the subdivision line to the point of beginning.

EXCEPTING THEREFROM that certain strip of land 20 feet wide conveyed by John C. Preston to Arcata & Mad River Railroad Company by Deed dated September 7, 1881 and recorded in the Office of the County Recorder of said Humboldt County, in Book 3 of Deeds, page 696.

ALSO EXCEPTING THEREFROM that portion thereof which lies East of the West line of that certain strip of land 6 feet wide conveyed by Margaret Green to Eureka and Klamath River Railroad Company by Deed dated September 30, 1907 and recorded in said Recorder's Office in Book 103 of Deeds, page 143.

ALSO EXCEPTING THEREFROM that portion lying South of the following described line:

BEGINNING at a point 888.41 feet North and 328.53 feet West of the quarter corner between Sections 16 and 21, Township 6 North, Range 1 East; and running

thence North 83 degrees 33 minutes West, a distance of 334.10 feet, more or less to East line of County Road. Bearings and coordinates of this exception based on true solar base.

#### PARCEL B:

BEGINNING at the quarter section post between Sections 16 and 21 in Township 6 North of Range 1 East of Humboldt Meridian;

and running thence West 831.60 feet to the East side of the County road;

thence along the same North 30 degrees East 198 feet North 18 degrees East 79.20 feet North 3 degrees East 1044.78 feet;

thence East 653.48 feet to a subdivision line;

thence South along the subdivision line to the point of beginning.

EXCEPTING THEREFROM that certain strip of land 20 feet wide conveyed by John C. Preston to Arcata & Mad River Railroad Company by Deed dated September 7, 1881 and recorded in the Office of the County Recorder of said Humboldt County, in Book 3 of Deeds, page 696.

ALSO EXCEPTING THEREFROM that portion thereof which lies East of the West line of that certain strip of land 6 feet wide conveyed by Margaret Green to Eureka and Klamath River Railroad Company by Deed dated September 30, 1907 and recorded in said Recorder's Office in Book 103 of Deeds, page 143.

HUBER & GOODWIN ATTORNEYS AT LAW 550 "I" STREET POST OFFICE BOX 23 EUREKA, CALIFORNIA 95502

**EXHIBIT A**, Page 1

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ALSO EXCEPTING THEREFROM that portion lying South of the following described line:

BEGINNING at a point 888.41 feet North and 328.53 feet West of the quarter corner between Sections 16 and 21, Township 6 North, Range 1 East; and running

thence North 83 degrees 33 minutes West, a distance of 334.10 feet, more or less to East line of County Road. Bearings and coordinates of this exception based on true solar base.

#### PARCEL C:

#### Parcel One

That real property located in the Northwest Quarter of Section 21, Township 6 North, Range 1 East, Humboldt Meridian, in the State of California, County of Humboldt, described as follows:

BEGINNING at the North quarter corner of said Section 21, as shown on Parcel Map No. 2315, recorded in Book 20 of Parcel Maps, pages 87 and 88, Humboldt County Records, and thence North 88 degrees 52 minutes 47 seconds West, 776 feet, more or less, to the East line of the right of way granted by Arcata Mill and Lumber Company to Eureka and Klamath River Railroad Company, by deed dated May 15, 1897 and recorded in Book 60 of Deeds, page 397, Humboldt County Records;

thence Southerly along the East line of said right of way through a curve with a delta angle of 4 degrees 25 minutes 19 seconds, a radius of 1926.75 feet, a length of 148.76 feet, and a tangent bearing South 33 degrees 02 minutes 33 seconds West;

thence South 37 degrees 27 minutes 52 seconds West, 149.76 feet along the East line of said right of way to the Northwest corner of Parcel 1, as shown on said Parcel Map No. 2315;

thence South 53 degrees 57 minutes 30 seconds East, 277.10 feet;

thence North 37 degrees 25 minutes East, 13.7 feet;

thence South 52 degrees 35 minutes East 47.6 feet;

thence South 39 degrees 04 minutes East, 16.9 feet;

thence South 52 degrees 09 minutes East, 30.5 feet;

thence South 73 degrees 33 minutes 48 seconds East, 76.32 feet;

thence North 36 degrees 44 minutes 05 seconds East 21.15 feet;

thence South 49 degrees 49 minutes 00 seconds East, 204.84 feet to the true point of beginning;

thence South 38 degrees 45 minutes 10 seconds West, 158.18 feet;

thence South 29 degrees 24 minutes 26 seconds West, 181.94 feet;

thence South 31 degrees 50 minutes 30 seconds West 283.83 feet;

thence South 03 degrees 33 minutes 36 seconds East, 167.53 feet;

thence South 21 degrees 47 minutes 41 seconds West 259.06 feet to the Southerly line of Parcel 1;

thence South 59 degrees 16 minutes 47 seconds East, 63.69 feet;

thence South 67 degrees 04 minutes 47 seconds East, 114.24 feet to the Southeast corner of said Parcel 1 and the Westerly line of Parcel 3 of said Parcel Map No. 2315;

thence South 21 degrees 11 minutes 13 seconds West, 237.25 feet;

thence North 78 degrees 50 minutes 02 seconds East, 767.82 feet to the East line of said Parcel 3, also being the quarter section line running Northerly and Southerly through the center of Section 21;

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550 "I" STREET POST OFFICE BOX 23

**EXHIBIT A**, Page 2

EUREKA, CALIFORNIA 95502 1991-2323-5

thence North 00 degrees 03 minutes 50 seconds East, 1560.22 feet to the Northerly corner of said Parcel 3;

thence South 41 degrees 17 minutes 57 seconds West, 103.24 feet; thence South 42 degrees 29 minutes 51 seconds West, 140.06 feet; thence South 45 degrees 22 minutes 29 seconds West, 76.24 feet; thence South 24 degrees 50 minutes 00 seconds West, 68 26 feet;

thence South 34 degrees 59 minutes 00 seconds West, 68.36 feet;

thence South 38 degrees 12 minutes 05 seconds West, 241.23 feet to the point of beginning.

### Parcel Two

A non-exclusive easement for ingress, egress and utilities over that portion of Parcel 2 as shown on Parcel Map No. 2315 filed in the office of the Humboldt County Recorder in Book 20 of Parcel Maps, pages 87 and 88 lying within a strip of land 60 feet in width, the center line of which is shown on said Parcel Map No. 2315 and designated thereon as:

"Centerline of 60' easement for ingress, egress and utilities for Parcels 3 and 4 created by this map, and an easement for all purposes for the Simpson Redwood property to the east."

HUBER & GOODWIN ATTORNEYS AT LAW 550 "I" STREET POST OFFICE BOX 23 EUREKA, CALIFORNIA 95502

**EXHIBIT A**, Page 3

1991-2323-5

I certify that I have this day served copies of this document upon all parties of record in this proceeding, by method of service consistent with 49 C. F. R. § 1104.12(a).

California Dept. Of Transportation	Rohnerville Rancheria, CA
ATTN: Jesse Robertson	Bear River Band
PO Box 3700	27 Bear River Road
Eureka, CA 95502	Loleta, CA 95551
jesse.robertson@dot.ca.gov	
San Francisco Baykeeper	Sonoma County Bicycle Coalition
1736 Franklin Street, Suite 800	PO Box 3088
Oakland, CA 94612	Santa Rosa, CA 95402
ben@baykeeper.org	info@bikesonoma.org
Humboldt Baykeeper	U.S. Fish and Wildlife Service
ATTN: Jennifer Kalt	Arcata Ecological Services Field
600 F Street, Suite 3 #810	Office
San Diego, CA 92101	1655 Heindon Road
jkalt@humboldtbaykeeper.org	Arcata, CA 95521-4573
Pinoleville Pomo Nation, California	Potter Valley Tribe, California
500 B Pinoleville Drive	2251 S State Street
Ukiah, CA 95482	Ukiah, CA 95482
Absentee-Shawnee Tribe of Indians of OK	Rails-to-Trails Conservancy
2025 South Gordon Cooper Drive	ATTN: Laura Cohen
Shawnee, OK 74801	1736 Franklin Street, Suite 550
······································	Oakland, CA 94612
	laura@railstotrails.org
Charles H. Mantange, Esq.	Friends of the Eel River
North Coast Rail Authority	PO Box 4945
426 NW 162 <sup>nd</sup> Street	Arcata, CA 95518
Seattle, WA 98177	foer@eelriver.org
c.montange@frontier.com	
Environmental Protection Agency	Hoopa Valley Tribe
Region 9	PO Box 1348
75 Hawthorne Street	Hoopa, CA 95546
San Francisco, CA 94105	
······································	
Karuk Tribe	Yurok Tribe of the Yurok
PO Box 1016	Reservation,
Happy Camp, CA 96039	California
	PO Box 1027
	Klamath, CA 95548
Cher-Ae Heights Indian Community	Coyote Valley Bank of Pomo Indians
Trinidad Rancheria, CA	of California
PO Box 630	7601 N State Street
Trinidad, CA 95570	Redwood Valley, CA 95470

Manchester Band of Pomo Indians	Transportation Solutions Defense
Manchester Rancheria, California	and Education Fund
PO Box 623	ATTN: David Schonbrunn
Point Arena, CA 95468	PO Box 151439
	San Rafael, CA 94915
	David@Schonbrunn.org
US Army Corp of Engineers	<b>Rails-to-Trails Conservancy</b>
San Francisco District	2121 Ward Court, NW, 5 <sup>th</sup> Floor
450 Golden Gate Ave., 4 <sup>th</sup> Floor	Washington, DC 20037
San Francisco, CA 94102	
Honorable Mike McGuire	Humboldt and Mendocino Redwood
ATTN: Jason Liles	Companies
1303 - 10 <sup>th</sup> Street, Room 5061	ATTN: John Andersen
Sacramento, CA 95814	3700 Old Redwood Hwy, Suite 200
Jsdon.lilrd@sen.ca.gov	Santa Rosa, CA 95403
	janderson@mendoco.com
Scotts Valley Band of Pomo Indians	State Water Resources Control
1005 Parallel Drive	Board
Lakeport, CA 95453	PO Box 1000
	Sacramento, CA 95812-0100
Wiyot Tribe, California	<b>Timber Heritage Association</b>
1000 Wiyot Drive	<b>ATTN: Pete Johnston</b>
Loleta, CA 95551	PO Box 6399
	Eureka, CA 95502
	petej@sonic.net
Bureau of Indian Affairs	<b>Round Valley Indian Tribes</b>
Pacific Region Regional Office	77826 Covelo Road
2800 Cottage Way	Covelo, CA 95428
Sacramento, CA 95825	
Cahto Tribe of the Laytonville Rancheria	Humboldt Trails Council
PO Box 1239	<b>ATTN: Bruce Silvey</b>
Laytonville, CA 95454	PO Box 7164
	Eureka, CA 95502
	besmft@gmail.com
North Coast Railroad Authority	<b>California Coastal Commission</b>
Mitch Stogner	North Coast District
419 Talmage Road, Suite M	1385 - 8 <sup>th</sup> Street, #130
Ukiah, CA 95482	Arcata, CA 95521
Sherwood Valley Rancheria of Pomo	U.S. Department of the Interior
Indians, California	Bureau of Land Mgmt, California
190 Sherwood Hill Drive	State Office
Willits, CA 95490	2800 Cottage Way, Suite 162
	Sacramento, CA 95825
California Dept. of Fish and Wildlife	
PO Box 944209	
Sacramento, CA 94244-2090	,

	California State Parks
	Office of Historic Preservation
	1725 - 23 <sup>rd</sup> Street, Ste. 100
	Sacramento, CA 95816
City of Arcata	Elk Valley Rancheria
736 F Street	2332 Howland Hill Road
Arcata, CA 95521	Crescent City, CA 95531
kdiemer@cityofarcata.org	
National Oceanic and Atmospheric Admin.	California Environmental Protection
National Marine Fisheries Service	Agency
West Coast Regional Office	Dept. of Toxic Substances Control
1201 Northeast Lloyd	PO Box 806
Portland, OR 97232	Sacramento, CA 95812-0806
City of Eureka	Friends of the Annie & Mary Rail
531 K Street	Trail
Eureka, CA 95501	PO Box 804
bgerving@ci.eureka.ca.gov	Blue Lake, CA 95525
	friendsofannieandmary@gmail.co
	m
Redwood Valley Rancheria California	<b>Cloverdale Rancheria of Pomo</b>
Little River Band of Pomo Indians	Indians
3250 Road I	California
Redwood Valley, CA 95470	555 South Cloverdale Blvd.
	Cloverdale, CA 95425
Surface Transportation Board	Law Office of Neary & O'Brien
Cynthia T. Brown, Chief, Section of Admin.	110 S Main Street, Ste. C
395 E Street, SW	Willits, CA 95490
Washington DC 20423	$\wedge$ .

DATE: 6/17/21

Erika Brewer, Legal Assistant