

Public Comments Received Regarding Proposed National Natural Landmark (NNL) Designation of Lanphere and Ma-le'l Dunes, Humboldt County, CA

July 29, 2020 – Blue Lake Rancheria

August 14, 2020 – Redwood Region Audubon Society

August 19, 2020 – Friends of the Dunes

September 11, 2020 – The Northcoast Environmental Center

September 14, 2020 – Humboldt Bay Municipal Water District

November 20, 2020 – Humboldt Bay Municipal Water District (follow-up letter)

BLUE LAKE RANCHERIA

P.O. Box 428
Blue Lake, CA 95525

Office: (707) 668-5101
Fax: (707) 668-4272

www.bluelakerancheria-nsn.gov



July 29, 2020

Heather Eggleston, NNL Program Manager
National Natural Landmarks Program
National Park Service – Interior Regions 8, 9, 10 and 12
333 Bush Street, Ste. 500
San Francisco, CA 94104-2828
Copy via email to Heather.Eggleston@nps.gov

Re: Tribal Letter of Support for designation of Lanphere and Ma-le'l Dunes as a National Natural Landmark (NNL)

Dear Ms. Eggleston and the National Park System Advisory Board:

It is with great pride and recognition of our important connection to Wiyot places that we write in support of the designation of the Lanphere and Ma-le'l Dunes as a National Natural Landmark (NNL). The Blue Lake Rancheria is a federally recognized sovereign nation with tribal lands in the ancestral Wiyot area of Humboldt County on the north coast of California. Our Tribal Historic Preservation Office works closely with the other two Wiyot area Indian Tribes (Wiyot Tribe and Bear River Band of the Rohnerville Rancheria) to identify and protect important tribal cultural and natural resources in our mutual area of concern centered on Humboldt Bay. The Lanphere and Ma-le'l Dunes are unique for their association with Wiyot history, culture and land stewardship. The Ma-le'l Dunes are named after an important pre-colonial Wiyot village located there. They comprise a unit of the Humboldt Bay National Wildlife Refuge managed by the US Fish & Wildlife Service (USFWS). We have good working relationship with USFWS staff including Coastal Ecologist Andrea Pickart, Refuge Manager Cashell Villa, and zone archaeologist Spencer Lodge, among others.

Per the July 14, 2020 Notice in the *Federal Register*, we understand the Board will review the proposed action at their meeting on September 17, 2020. It is a great honor for this place to be recognized (and protected) for its unique coastal dune habitat.

Sincerely,

A handwritten signature in cursive script that reads "Arla Ramsey".

Arla Ramsey, Vice-Chairperson
Blue Lake Rancheria

Cc: Cashell Villa, Andrea Pickart, Spencer Lodge, Erika Cooper, Ted Hernandez

REDWOOD REGION AUDUBON SOCIETY

A MEMBER OF THE NATIONAL AUDUBON SOCIETY
P.O. BOX 1054, EUREKA, CALIFORNIA 95502



August 14, 2020

Woody Smeck
Acting Regional Director
National Park Service
Interior Regions 8, 9, 10, and 12
333 Bush Street, Suite 500
San Francisco, CA 94104-2828

RE: 10.A (SF-M)

Thank you for notifying the Redwood Region Audubon Society about proposed designation of Lanphere and Ma-le'l Dunes as a National Natural Landmark (NNL).

We are in support of NNL designation for our natural dunes system. This is a unique habitat that deserves additional recognition and protection.

I first visited Lanphere Dunes as Wildlife Management student at Humboldt State University in the early 1980s when it was a Nature Conservancy property. I was fascinated with the ecology of the moving dunes system. Lots of hard work and money have gone into preserving this limited habitat. It is a natural treasure.

This area is included in our local Arcata Christmas Bird Count and I had the pleasure of counting birds in Lanphere and Ma-le'l Dunes in recent years for the official count.

Thank you for the opportunity to comment.

Sincerely,

Gail Kenny
President
Redwood Region Audubon Society



August 19, 2020

RE: Lanphere and Ma-le'l Dunes National Natural Landmark Designation

Dear Heather Eggleston and the National Park System Advisory Board,

On behalf of Friends of the Dunes and our more than 1,000 members, supporters, and community volunteers, we strongly support the designation of Lanphere and Ma-le'l Dunes as a National Natural Landmark. Friends of the Dunes is a 501(c)(3) nonprofit organization dedicated to conserving the natural diversity of coastal environments in northern California through community-supported education and stewardship programs.

Lanphere Dunes and Ma-le'l Dunes together comprise the most intact, well-preserved native coastal dune habitat on the U.S. west coast. Because of this dune system's relatively undeveloped character—and as a result of conservation efforts and community-supported habitat restoration projects spanning decades—Lanphere and Ma-le'l Dunes are unique in the North Pacific Boarder biophysiological province for both the geological integrity of their contiguous dune system and the diverse biological resources that collectively, this special place protects.

The dune complex at Lanphere and Ma-le'l Dunes contains dynamic interrelated habitats, including foredunes, herbaceous and woody swales, freshwater wetlands, parabolic dunes, coniferous and riparian forest, saltmarsh, and intertidal mudflats. This exciting mosaic of healthy, intact habitats yields a tremendous amount of floristic diversity in a relatively small area. As a result, this integrated ecosystem is a wonderland for exploration, inspiration, and learning. Lanphere and Ma-le'l Dunes provide unique opportunities to study the relationships between native dune organisms and natural physical processes. The U.S. Fish and Wildlife Service (USFWS) and Bureau of Land Management (BLM), the cooperative land managers for this contiguous dune refuge area, provide multiple opportunities for the interested public to access the land for appropriate, resource-sensitive recreation and even to work on a volunteer basis with the BLM and USFWS to help steward these remarkable dunes for future generations.

This is a nationally significant landscape, with broad community support, involvement, and appreciation. As a nonprofit organization focused on the conservation of coastal habitats in northern California, Friends of the Dunes and our many supporters could not imagine a more worthy candidate for National Natural Landmark designation than the Lanphere and Ma-le'l Dunes. We thank you for your work to recognize this nation's unique and special places, and we urge you to enthusiastically recommend the designation of the Lanphere and Ma-le'l Dunes as a National Natural Landmark to the Secretary of the Interior.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mike Cipra".

Mike Cipra
Executive Director

September 11, 2020



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Arcata, CA 95521

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Joshua Winchell
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National Park Service
1849 C Street NW - Mail Stop 2659
Washington, DC 20240
joshua_winchell@nps.gov

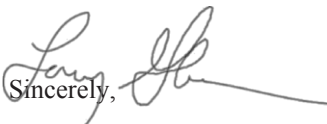
cc:
Ms. Heather Eggleston
Manager, National Natural Landmarks Program
National Park Service
12795 West Alameda Parkway
Lakewood, CO 80228
heather_eggleston@nps.gov

Dear Chairwoman, Hutson and Members of the Advisory Board,

RE: Support for Designation of the Lanphere / Ma-le'l Dunes as a National Natural Landmark

It is with pleasure the Northcoast Environmental Center heartily endorses the inclusion of the Lanphere / Ma-le'l Dunes as a National Natural Landmark. This area of the Humboldt Bay contains outstanding examples of the geological and ecological systems of the north coast of California and are unique in the Siskiyou – Klamath Coastal Sand Dunes in the North Pacific Border Biophysiographic Province. The National Natural Landmarks Program recognizes areas of scientific importance to serve as places for education and scientific exploration. The Northcoast Environmental Center, which celebrates its 50th anniversary next year is a consortium of local conservation organizations also dedicated to public education about our areas rich natural resources and have included articles about these wonderful dunes for decades. We agree with the authors of the evaluation report of May, 2019, that these dunes still exist in "exceptional condition and are proud they have been recognized. We believe the managers of Humboldt Bay National Wildlife Refuge Complex as well as the Ma-le'l Dunes South, managed by the BLM as an Area of Critical Environmental Concern work diligently to maintain these natural areas. We hope designation as an NNL may encourage future planning for these areas in recognition of their scientific and educational values as well as their scenic beauty and public enjoyment.

Thank you for the opportunity to support this nomination and we sincerely hope you decided to include the Lanphere / Ma-le'l Dunes as the national's NNL.

Sincerely,


Larry Glass
Executive Director and Board President

The NEC is a 501 (c)(3) public charity. Our tax ID number is 23-7122386. No goods or services were provided in exchange for this contribution. Please keep this written acknowledgment of your donation for your tax records.



HUMBOLDT BAY MUNICIPAL WATER DISTRICT

828 SEVENTH STREET, PO BOX 95 • EUREKA, CALIFORNIA 95502-0095

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September 14, 2020

US Department of the Interior
Heather Eggleston, Manager
National Natural Landmarks Program

Via email: heather_eggleston@nps.gov

RE: 10.A (SF-M)

Lanphere and Ma-le'l Dunes National Historic Landmarks Program

Dear Ms. Eggleston,

We are writing in response to your notice dated July 2, 2020, a copy of which is attached. Your notice is regarding the proposed designation of Lanphere and Ma-le'l Dunes as a National Natural Landmark (NNL). The meeting for which is scheduled to occur on September 16, 2020. Our Humboldt Bay Municipal Water District (HBMWD / District) is generally supportive of the proposed designation. However, we bring to your attention the existence of two major water transmissions pipelines that are located within the proposed designated area. The District has recorded easements across the proposed NNL areas.

See the attached documents which document the District's pipeline rights of way and maintenance access rights*:

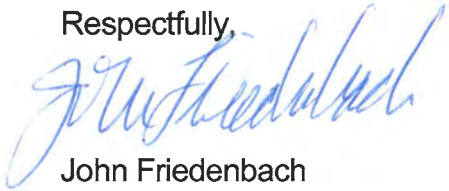
1. May 17, 2011 MOU between BLM and HBMWD
2. HBMWD Pipelines Map
3. BLM Permit # 067222 dated December 15, 1961
4. HBMWD Resolution No. 64 dated November 14, 1961
5. First American Title Company, Title Insurance Policy # 1203-92211 dated September 28, 1991
6. Commonwealth Land Title Insurance Company, Title Insurance Policy # 108-002167 dated October 14, 1987

The District continues to operate these pipelines, perform recurring maintenance, and will at some point in the not too distant future need to replace this aging infrastructure. These activities do/will require ground disturbance activities with heavy equipment. We understand and appreciate the value and importance of these dunes and take precautions to minimize impacts from our required activities. See BLM-HBMWD MOU.

However, in accordance with the language in your letter in the second paragraph on page two, we respectfully request that the area encompassing our easement rights over the property not be designated as NNL. Accordingly, we do not relinquish any of our legal rights contained within our recorded easements or other agreements previously reached with the BLM.

We welcome the opportunity to discuss this issue further with your staff prior to making a final NNL determination.

Respectfully,



John Friedenbach
General Manager

Cc: Congressman Jared Huffman
US Senator Diane Feinstein
Molly Brown, BLM Field Manager – Arcata Field Office
Clara Sander-McDonald, BLM Realty Specialist – Arcata Field Office

*Other documents may further document the District's land rights in the subject area.



United States Department of the Interior



NATIONAL PARK SERVICE
Interior Regions 8, 9, 10, and 12
333 Bush Street, Suite 500
San Francisco, CA 94104-2828

IN REPLY REFER TO:
10.A (SF-M)

07/02/2020

Humboldt Bay Municipal Water District
PO Box 95
Eureka, CA, 95502-0095

Humboldt Bay Municipal Water District:

We are pleased to inform you of the proposed designation of Lanphere and Ma-le'l Dunes as a National Natural Landmark (NNL). Located approximately three miles west of Arcata in Humboldt County, California The site was recently evaluated with permission from the U.S. Fish and Wildlife Service and Bureau of Land Management.

The evaluation report concluded that Lanphere and Ma-le'l Dunes is unique in the North Pacific Boarder biophysiographic province for its outstanding example of one of the most diverse and highest quality remnants of coastal dunes habitat in province Lanphere and Ma-le'l Dunes is a remarkably undisturbed yet easily accessible site with an outstanding variety of dune habitats and associated wetlands. These habitats are mostly in excellent condition and contain virtually all the species of vascular plants typical of dune systems in northern California and southern Oregon, plus a number of rare species. The site is very scenic and affords the public an inspiring view of a natural coastal ecosystem that was once common and is now nearly lost. The site also affords a special opportunity to study the natural relationships among dune organisms and physical processes. Based on the evaluation and subsequent peer reviews, the National Park Service (NPS) has concluded that Lanphere and Ma-le'l Dunes appears to meet the criteria for national significance.

Once it has been determined that a proposed site meets the criteria for national significance, National Natural Landmarks Program regulations require the NPS to notify the area's owners and managers, interested individuals, organizations, and appropriate authorities including the executive of the local governmental jurisdiction, the governor and other appropriate state officials, and senators and members of Congress who represent the district in which the proposed NNL is located. Notice of this proposed action is also published in the Federal Register. All notified entities have 60 days from receipt of this letter to provide comment on the proposed designation. Full designation procedures can be found in NNL Program Regulations (36 CFR Part 62, 1999) in Section 62.4.

All comments received will be considered in the submittal to the National Park System Advisory Board, which makes a recommendation regarding NNL designation. The NPS Director then submits the Board's

INTERIOR REGION 8 • LOWER COLORADO BASIN*
INTERIOR REGION 9 • COLUMBIA—PACIFIC NORTHWEST*
INTERIOR REGION 10 • CALIFORNIA—GREAT BASIN
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AMERICAN SAMOA, ARIZONA*, CALIFORNIA, GUAM, HAWAII, IDAHO, MONTANA*,
NEVADA, NORTHERN MARIANA ISLANDS, OREGON, WASHINGTON

*PARTIAL

recommendation and any other pertinent materials to the Secretary of the Interior, who will make the final decision regarding NNL designation.

National Natural Landmark designations are made to herald and support the voluntary conservation of public and private sites that illustrate America's outstanding natural heritage. The NPS partners with NNL managers and owners to encourage and support conservation of these nationally significant sites. Designation as an NNL is not a land withdrawal, does not change the ownership of an area, and does not dictate activity. Owners of NNLs do not give up any rights or privileges of ownership, nor do they give up use of the area. No land will be designated as an NNL over the objection of a property owner.

Enclosed is a copy of the Federal Register Notice announcing the Advisory Board's upcoming meeting and consideration of the proposed NNL designation of Lanphere and Ma-le'i Dunes. If you have questions, please contact NNL Program Manager, Heather Eggleston at 303-969-2945 or Heather_Eggleston@nps.gov. We welcome any comments you may have about this proposed designation.


Sincerely,

A handwritten signature in black ink that reads "Woody Smeck". The signature is written in a cursive, slightly slanted style.

Woody Smeck, Acting Regional Director, National Park Service, Interior Regions 8, 9, 10, and 12

Enclosure

Dune Units of Humboldt Bay NWR

-  Humboldt Bay NWR
-  Ma-le'l Dunes Cooperative Management Area

Lanphere Dunes Unit

Access by permit or guided tours only
Call 444-1397

Ma-le'l Dunes Unit



Ma-le'l Access Road

BLM Manila Dunes

Humboldt Bay

Entrance (Young Lane)

Mad River Slough

The Ma-le'l Dunes Cooperative Management Area is open to the public 7 days a week during daylight hours. Use regulations differ by area; the Ma-le'l Dunes Unit of HBNWR is open to pedestrians only (no dogs or horses).

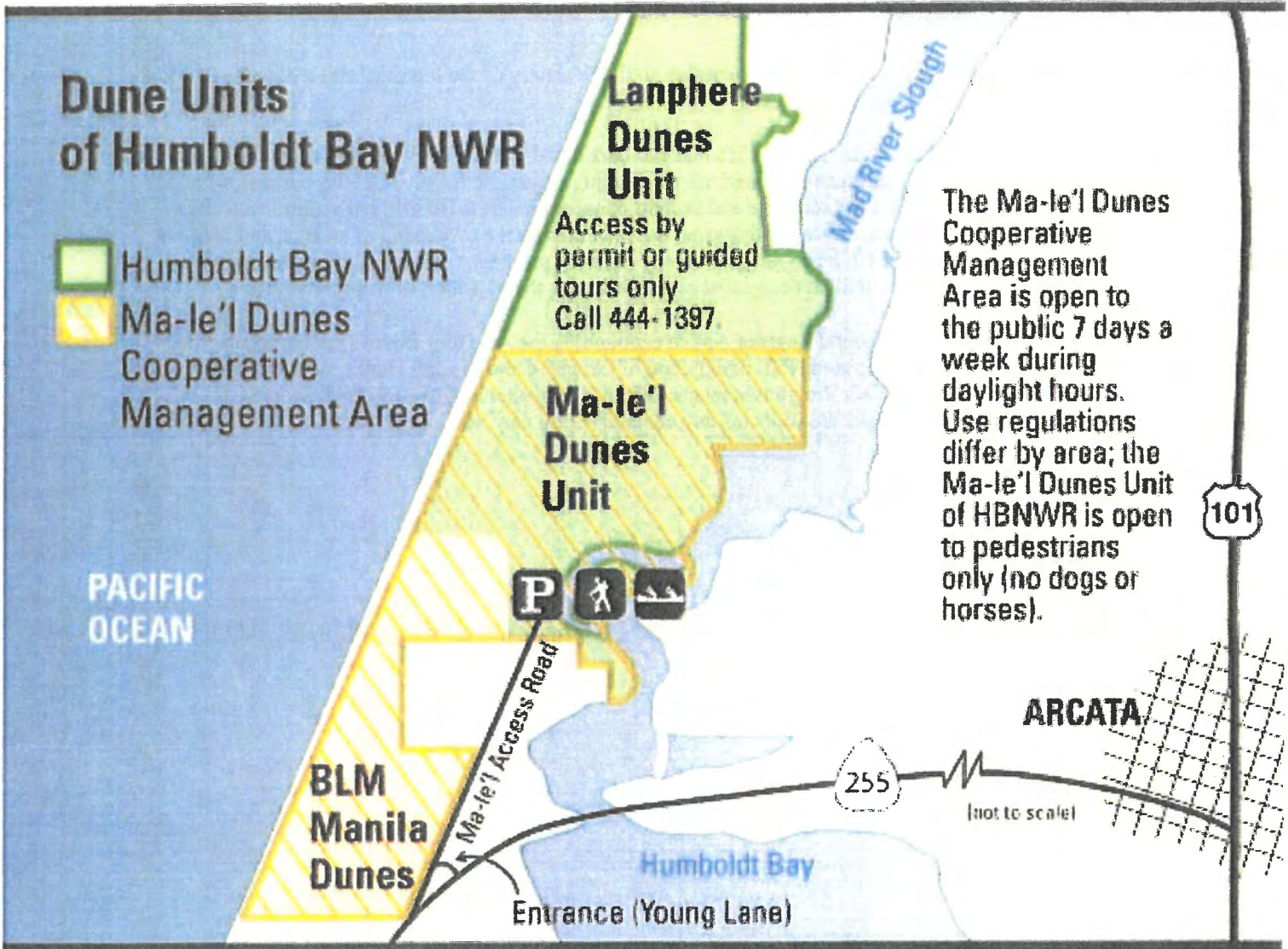
PACIFIC OCEAN

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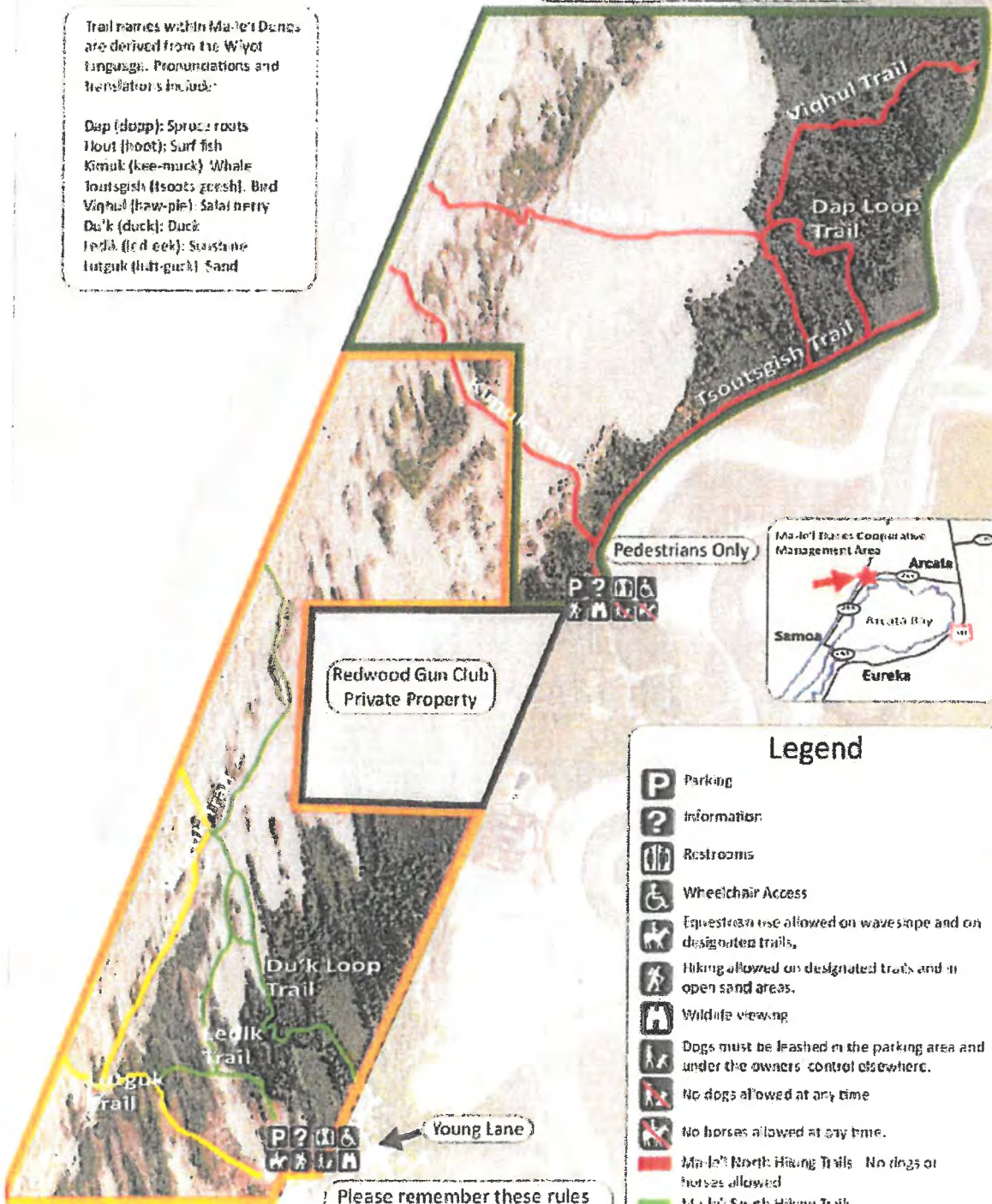


MA-LE'L DUNES COOPERATIVE MANAGEMENT AREA

Lanphere Dunes - access by permit only

Trail names within Ma-le'l Dunes are derived from the Wiyot language. Pronunciations and translations include:

- Dap (dapp): Spruce roots
- Hout (hoot): Surf fish
- Kimuk (kee-muck): Whale
- Tsoutsqish (tsouts qee-sh): Bird
- Viqhul (haw-pie): Salal berry
- Du'k (duck): Duck
- Fedk (fe d eek): Seastone
- Luguk (luh-guek): Sand



Pedestrians Only

Redwood Gun Club
Private Property

Legend

- Parking
- Information
- Restrooms
- Wheelchair Access
- Equestrian use allowed on waveslope and on designated trails.
- Hiking allowed on designated trails and in open sand areas.
- Wildlife viewing
- Dogs must be leashed in the parking area and under the owners' control elsewhere.
- No dogs allowed at any time
- No horses allowed at any time.
- Ma-le'l North Hiking Trails - No dogs or horses allowed
- Ma-le'l South Hiking Trails
- Ma-le'l South Equestrian Trails
- Ma-le'l South BLM property boundary
- Ma-le'l North USFWS property boundary
- Private Property of the Redwood Gun Club

Please remember these rules and regulations as you explore Ma-le'l Dunes:

- Day use only: Area opens at sunrise and closes 1 hour after sunset
- Motorized vehicle use is not allowed
- Overnight camping is not allowed
- Fires are not allowed



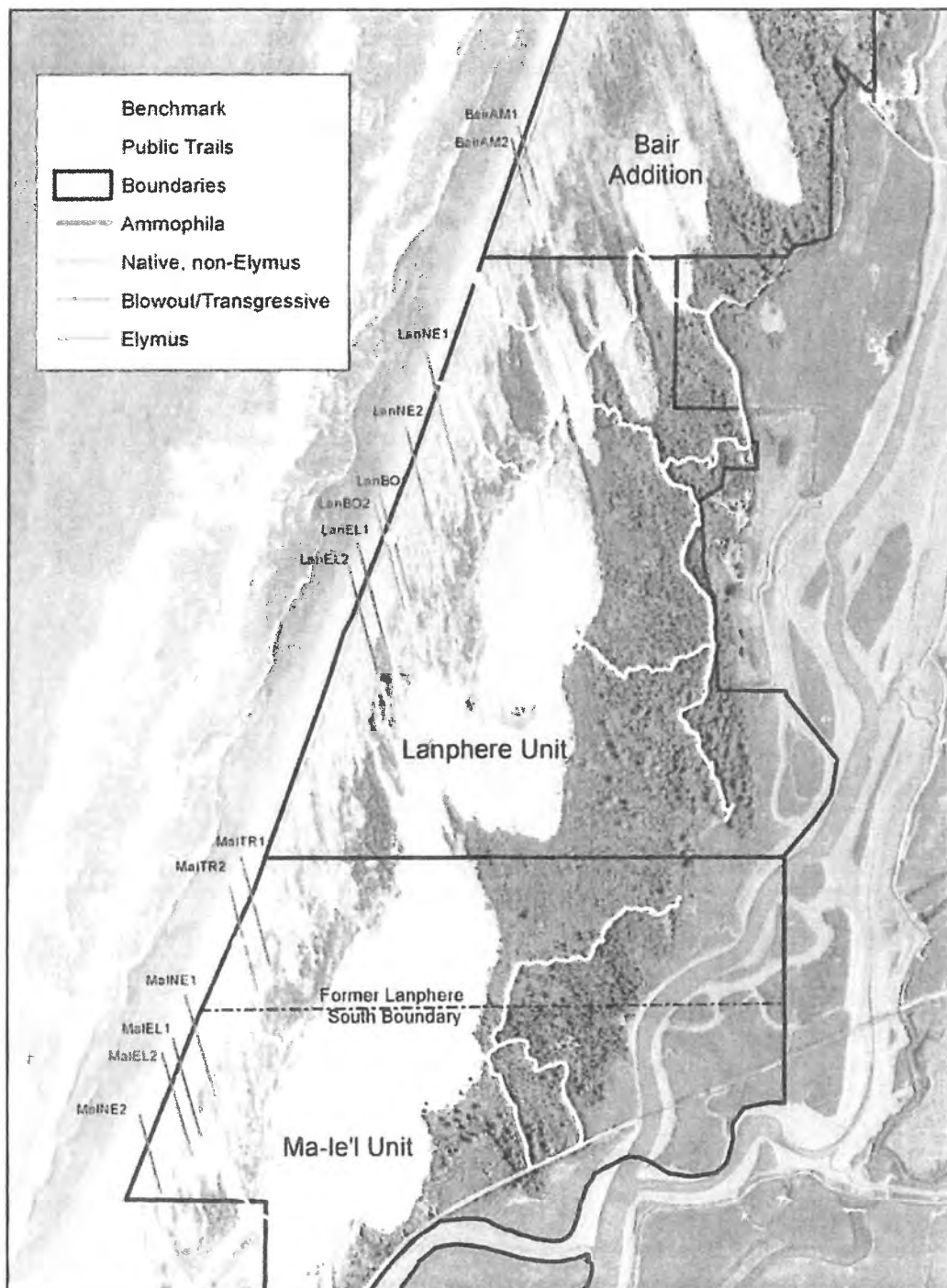


Figure 1. Location of transects on the Lanphere and Ma-le'l Dunes Units, Humboldt Bay National Wildlife Refuge.

would also concentrate the minor amounts of uranium contained in the ore.

- Construction and operation of processing facilities designed to extract and recover vanadium and uranium. The processing facilities would include a processing facility, ancillary facilities, process offices and laboratory, septic tank and leach field, and a pond system.
- Development of various ponds to support ore processing and mine operations that would work together to keep process solution and incident stormwater fully contained within the zero-discharge process solution system.
- Construction and operation of a stormwater management system that would divert stormwater away from mining and processing facilities.
- Development of a borrow area for durable rhyolite rock material, which would be used for overliner, riprap, roads, and infrastructure, was identified from outcrops located approximately one mile to the southeast of the mine site.
- Development of mine access roads including haul, secondary, and general mine roads. The project includes upgrades to approximately 7 miles of the Fish Creek Ranch Road for mine access from State Route 379.
- Construction and operation of power transmission lines (approximately 3.6 miles) that would tie into the 69-kilovolt (kV) power line that currently provides power to the Pan Mine (the Pan Line). The 24.9-kV Gibellini Project power line would extend to the proposed project area and would include a substation in the project area. An additional line would power the water pumps near Fish Creek Ranch.
- Development of mine water resource, which would be supplied by the Fish Creek Ranch irrigation system and pumped from a 15,000-gallon water collection tank south of the ranch to the project area via an approximately 6.25-mile water pipeline. The estimated water use for the project is approximately 500 gallons per minute (gpm) 24 hours per day, 365 days per year for mine use.
- Development of mineral exploration activities, including access roads, drill pads, sumps, trenches, surface sampling, bulk sampling, staging areas, and monitor wells, which would total approximately 46 acres of disturbance in the project area. Exact locations would be identified during plan implementation.

Reclamation of disturbed areas resulting from mining operations would be completed in accordance with BLM and Nevada Division of Environmental

Protection regulations. Reclamation activities proposed in the Plan of Operations include the following:

- Drill hole plugging;
- regrading and reshaping of topography to the approximate original contour;
- wildlife habitat rehabilitation;
- revegetation;
- removal or stabilization of buildings, structures, and support facilities;
- returning of existing roads in project area to pre-project conditions;
- recontouring or regrading of all other mine-related roads and safety berms to approximate original contour; and
- isolation, removal, and/or control of acid-forming, toxic, or deleterious materials.

The purpose of the public scoping process is to identify relevant issues that will influence the scope of the environmental analysis, including alternatives, and guide the process for developing the EIS. The BLM has identified preliminary issues associated with the project: (1) Closure of the heap leach facility; (2) potential impacts to greater sage-grouse, a BLM sensitive species; (3) potential impacts to visual resources; (4) potential impacts to wildlife habitat; (5) potential impacts to surface and groundwater resources; and (6) potential impacts to cultural resources eligible under the National Register of Historic Places.

The BLM will use and coordinate the NEPA scoping process to help fulfill the public involvement process under the NHPA (54 U.S.C. 306108) as provided in 42 CFR 800.2(d)(3). The information about historic and cultural resources within the area potentially affected by the proposed project will assist the BLM in identifying and evaluating impacts to such resources in the context of both NEPA and the NHPA.

The BLM will consult with Native American tribes on a government-to-government basis in accordance with Executive Order 13175 and other policies. Tribal concerns, including impacts on Indian trust assets and potential impacts to cultural resources, will be given due consideration. Federal, State, and local agencies, along with tribes and other stakeholders who may be interested in or affected by the proposed project that the BLM is evaluating, are invited to participate in the scoping process and, if eligible, may request or be asked by the BLM to participate in the development of the EIS as a cooperating agency.

Before including your address, phone number, email address, or other personal identifying information in your

comment, you should be aware that your entire comment—including your personal identifying information—may be made publicly available at any time. While you can ask us in your comment to withhold your personal identifying information from public review, we cannot guarantee that we will be able to do so.

Authority: 40 CFR 1501.7.

Jon D. Sherve,
Field Manager, Mount Lewis Field Office.
 [FR Doc. 2020-15174 Filed 7-13-20; 8:45 am]
 BILLING CODE 4310-HC-P

DEPARTMENT OF THE INTERIOR

National Park Service

[NPS-WASO-D-COS-POL-30460; PPWODIREP0] [PPMPSAS1Y.YP0000]

Notice of the September 16–17, 2020, Meeting of the National Park System Advisory Board

AGENCY: National Park Service, Interior.
ACTION: Notice of meeting.

SUMMARY: In accordance with the Federal Advisory Committee Act of 1972, the National Park Service (NPS) is hereby giving notice that the National Park System Advisory Board (Board) will meet as noted below. The agenda will include the review of proposed actions regarding the National Historic Landmarks (NHL) Program and the National Natural Landmarks (NNL) Program. Interested parties are encouraged to submit written comments and recommendations that will be presented to the Board. Interested parties also may attend the board meeting and upon request may address the Board concerning an area's national significance.

DATES: On Wednesday, September 16, 2020, the meeting will convene at 1:00 p.m., and adjourn for the day at 5:00 p.m., Eastern Daylight Time. The meeting will reconvene on Thursday, September 17 at 9:00 a.m., and adjourn at 5:00 p.m. NHL and NNL matters will be presented on September 17. For instructions on registering to attend, submitting written material, or giving an oral presentation at the meeting, please see guidance under **FOR FURTHER INFORMATION CONTACT**.

ADDRESSES: The meeting will be conducted at the American Geophysical Union, 2000 Florida Avenue NW, Washington, DC 20036, telephone (202) 462-6900. A teleconference may substitute for an in-person meeting if public health restrictions are in effect. In the event of a switch to

teleconference, notification and access information will be posted by September 9, 2020, to the Board's website at <https://www.nps.gov/advisoryboard.htm>.

FOR FURTHER INFORMATION CONTACT: (a) For information concerning attending the Board meeting or to request to address the Board, contact Joshua Winchell, Staff Director for the National Park System Advisory Board, Office of Policy, National Park Service, telephone (202) 513-7053, or email joshua_winchell@nps.gov. (b) To submit a written statement specific to, or request information about, any NHL matter listed below, or for information about the NHL Program or NHL designation process and the effects of designation, contact Sherry A. Frear, RLA, Chief, National Register of Historic Places and National Historic Landmarks Program, National Park Service, email sherry_frear@nps.gov. Written comments specific to any NHL matter listed below must be submitted by no later than September 15, 2020. (c) To submit a written statement specific to, or request information about, any NNL matter listed below, or for information about the NNL Program or NNL designation process and the effects of designation, contact Heather Eggleston, Manager, National Natural Landmarks Program, National Park Service, telephone 303-969-2945, email heather_eggleston@nps.gov. Written comments specific to any NNL matter listed below must be submitted by no later than September 15, 2020.

SUPPLEMENTARY INFORMATION: The Board has been established by authority of the Secretary of the Interior (Secretary) under 54 U.S.C. 100906, and is regulated by the Federal Advisory Committee Act.

The Board will receive briefings and discuss topics related to improving the visitor experience in NPS managed units and workforce planning for the next century, and consider proposed NHL and NNL actions. The final agenda and briefing materials will be posted to the Board's website prior to the meeting at <https://www.nps.gov/advisoryboard.htm>.

A. National Historic Landmarks (NHL) Program

NHL Program matters will be considered at the September 17 session of the meeting, during which the Board may consider the following:

Nominations for NHL Designation

Connecticut

- First Presbyterian Church, Stamford, CT

District of Columbia

- Pan American Union Headquarters, Washington, DC

Georgia

- Andalusia Farm (Flannery O'Connor Home), Milledgeville, GA

Massachusetts

- Western Railroad Stone Arch Bridges and Chester Factory Village Depot, Becket, Middlefield, and Chester, MA

Michigan

- Minong Copper Mining District, Isle Royale National Park, Keweenaw County, MI

Nebraska

- Scout's Rest Ranch Headquarters, North Platte, NE

New York

- Grant Cottage, Wilton, NY
- West Point Foundry Archeological Site, Cold Spring, NY

Texas

- Lower Pecos Canyonlands Archeological District, Val Verde County, TX

Virginia

- Patsy Cline House, Winchester, VA
- Stabler-Leadbeater Apothecary Shop, Alexandria, VA

Wisconsin

- Rock Island Site II, Rock Island State Park, Door County, WI

Proposed Amendments to Existing Designations

Connecticut

- Hill-Stead, Farmington, CT (updated documentation)
- Hawaii Kalaupapa Leprosy Settlement, Kalawao, HI (updated documentation)

Tennessee

- Hermitage Hotel, Nashville, TN (updated documentation)

B. National Natural Landmarks (NNL) Program

NNL Program matters will be considered at the September 17 session of the meeting, during which the Board may consider the following:

California

- Lanphere and Ma-le'l Dunes, Humboldt County, CA

Colorado

- Sulphur Cave and Spring, Routt County, CO

West Virginia

- Bear Rocks and Allegheny Front Preserve, Grant and Tucker Counties, WV

The meeting is open to the public. Interested persons may choose to make oral comments at the meeting during the designated time for this purpose. Depending on the number of people wishing to comment and the time available, the amount of time for oral comments may be limited. Interested parties should contact the Staff Director for the Board (see **FOR FURTHER INFORMATION CONTACT**), for advance placement on the public speaker list for this meeting. Members of the public may also choose to submit written comments by emailing them to joshua_winchell@nps.gov.

Public Disclosure of Comments:

Before including your address, phone number, email address, or other personal identifying information in your comment, you should be aware that your entire comment—including your personal identifying information—may be made publicly available at any time. While you can ask us in your comment to withhold your personal identifying information from public review, we cannot guarantee that we will be able to do so.

Authority: 5 U.S.C. Appendix 2.

Alma Ripps,
Chief, Office of Policy.

[FR Doc. 2020-15120 Filed 7-13-20; 8:45 am]

BILLING CODE 4312-52-P

DEPARTMENT OF THE INTERIOR

Office of Natural Resources Revenue

[Docket No. ONRR-2011-0008; DS63644000 DR2000000.CH7000 190D1113RT; OMB Control Number 1012-0006]

Agency Information Collection Activities; Submission to the Office of Management and Budget for Review and Approval; Suspensions Pending Appeal and Bonding

AGENCY: Office of Natural Resources Revenue, Interior.

ACTION: Notice of information collection; request for comment.

SUMMARY: In accordance with the Paperwork Reduction Act of 1995 (PRA), the Office of Natural Resources Revenue (ONRR) is proposing to renew an information collection. Through this Information Collection Request renewal (ICR), ONRR seeks renewed authority to collect information related to the paperwork requirements necessary to

Item 1

May 17, 2011 MOU between BLM and HBMWD

2011-13696-8

Recorded — Official Records
Humboldt County, California
Carolyn Crnich, Recorder

Recorded by HBMWD

Exempt from payment of fees
Clerk: MM Total: 0.00
Jun 30, 2011 at 14:36

RECORDING REQUESTED BY:

Humboldt Bay Municipal Water District

WHEN RECORDED, MAIL TO:

Humboldt Bay Municipal Water District
828 Seventh St.
Eureka, CA 95501

Exempt from Recording Fees
per G.C. 27383

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into as of this 17th day of May 2011 by and between the Humboldt Bay Municipal Water District ("District") and the Bureau of Land Management ("BLM") Arcata Field Office with reference to the following:

WHEREAS, District is a duly formed Municipal Water District, organized and existing pursuant to California Water Code Section 71000 et seq.; and

WHEREAS, BLM is a duly formed and existing agency in the United States Department of the Interior; and

WHEREAS, since 1961 District has constructed and maintained a water pipeline on the Samoa Peninsula of Humboldt County for the benefit of the general public; and

WHEREAS, on November 14, 1961 pursuant to Resolution No. 64, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, District agreed to certain Mad River flows in exchange for a pipeline right-of-way over lands owned by BLM on the Samoa Peninsula known as Ma-le'l Dunes; and

WHEREAS, as of December 15, 1961 pursuant to a Grant Decision, a copy of which is attached hereto as Exhibit B and incorporated herein by reference, BLM granted a right-of-way for pipeline purposes to District over certain lands owned by BLM on the Ma-le'l Dunes parcel (APNs 506-061-01, 506-181-05; 506-191-02); and

WHEREAS, subsequently BLM has acquired two parcels on the Ma-le'l Dunes containing portions of District pipeline, parcel APN 506-061-24 (formally owned by "Phillips") and parcel APN 506-061-25 (formally owned by "Ebersole" and then "Lindgren"); and

①

WHEREAS, the Phillips parcel is subject to an easement 30 feet in width granted to District by document dated June 16, 1961, and recorded in the Official Records of Humboldt County at Book 640, Page 530; and

WHEREAS, the Ebersole parcel is subject to an easement 30 feet in width granted to District by document dated April 22, 1961, and recorded in the Official Records of Humboldt County at Book 640, page 536; and

WHEREAS, BLM recognizes the legitimate interests of District in fulfilling its public duties and maintaining the integrity of the pipeline; and

WHEREAS, District recognizes the legitimate interests of BLM in fulfilling its public duties in managing and allowing public access and other resource management activities to its properties; and

WHEREAS, the parties hereto deem it in their best interests and the best interests of the general public to clarify their respective rights and duties with respect to all lands at Ma-le'l Dunes owned by BLM and containing pipelines and/or appurtenances of District; and

WHEREAS, the parties hereto wish to set forth a program of cooperative relations in addition to the rights and duties set forth on the various documents referred to above;

NOW, THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

1. With the exception of emergency repairs, District will provide BLM with written notice no less than 45 days prior to any non-routine pipeline burial activity or non-routine repair or maintenance. Written notice will include a map showing areas of disturbance and a description of planned activities. Written notice will be either mailed to 1695 Heindon Rd., Arcata, CA 95521, or faxed to (707) 825-2301 (Attention: BLM Realty Specialist).
2. In the event that incidental negative effects occur on native foredune plant communities during the course of activities set forth in Paragraph 1 above, the parties will meet and confer regarding the scope of necessary restoration activities and the District contribution thereto.
3. BLM will provide a current map of federally listed threatened and endangered species, plant species of special concern, wetlands and areas of native dune habitat to District following submission of planned activities set forth in Paragraph 1 above. District will avoid sensitive areas where feasible during the course of activities set forth in Paragraph 1, above.
4. For routine burial, maintenance or repair activity, District will provide BLM with written notice no less than 7 days in advance, to the address and/or fax number set forth above.
5. District will provide a map to BLM showing locations of pipelines. District will update this map if any changes occur on BLM property.

6. In the event District maintenance activities disturb existing recreation trails, the parties will meet and confer regarding necessary restoration. This restoration may include tamping and recontouring areas to aid in foot and horse traffic flow.

7. BLM will not allow planting of species that are threatened, endangered, sensitive or at-risk on District's pipeline, easement or right-of-way or immediately adjacent thereto. However, BLM shall not take any actions to prevent naturally occurring colonization.

8. The terms and conditions of this MOU are intended as clarification only, and are not intended to increase or decrease any rights of the parties already existing pursuant to the documents referred to above or any other pertinent regulations or statutes.

Dated: 5/17/11

Humboldt Bay Municipal Water District

Carol Rische
By: CAROL RISCHÉ
Its: GENERAL MANAGER

Dated: 6-7-11

Bureau of Land Management
Arcata Field Office

Lynda Roush
By: Lynda ROUSH
Its: Field Manager

ACKNOWLEDGMENT

State of California)
)
County of Humboldt)

On May 17, 2011, before me, Ruth Johnson, a Notary Public in and for said County and State, personally appeared Carol Rische, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Ruth Johnson



ACKNOWLEDGMENT

State of California)
)
County of Humboldt)

On _____, before me, _____, a Notary Public in and for said County and State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

RESOLUTION NO. 64

RESOLUTION OF THE BOARD OF DIRECTORS OF THE
HUMBOLDT BAY MUNICIPAL WATER DISTRICT AS TO
PROTECTION OF FISH RESOURCES IN EXCHANGE FOR
A GRANT OF RIGHT OF WAY FROM THE BUREAU OF
LAND MANAGEMENT OF THE UNITED STATES OF
AMERICA

WHEREAS, the Humboldt Bay Municipal Water District has applied for an easement across Sections 27 and 34 in Township 6 North, Range 1 West, Humboldt Base and Meridian in Humboldt County, California, which right of way is to be granted by the United States of America, and

WHEREAS, the United States of America is desirous of protecting certain fishery resources through the maintenance of natural flow in the Mad River below Essex pump-diversion point, Humboldt County, California:

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That in exchange for a pipeline right of way for which application has been heretofore made to the United States of America, which right of way is located in Sections 27 and 34, Township 6 North, Range 1 West, Humboldt Base and Meridian, Humboldt County, California, that the District shall provide the following flows (or the natural flow whichever is lesser) in Mad River below Essex pump-diversion point in Humboldt County, California, as follows:

October 1	through	October 15	30 cfs
October 16	through	October 31	50 cfs
November 1	through	June 30	75 cfs
July 1	through	July 31	50 cfs
August 1	through	August 31	40 cfs
September 1	through	September 30	30 cfs

2: That the District Secretary be and he hereby is authorized to transmit a certified copy of this Resolution to the Bureau of Land Management of the United States of America.

PASSED, APPROVED, AND ADOPTED this 14th day of November, 1961, by the following vote:

AYES: Directors Matthews, Hilfiker, McBride, ~~XXXXXX~~ and Gosselin

NOES: None

ABSENT: ~~XXXX~~ Johnson

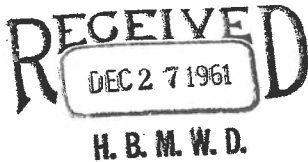
Robert W Matthews

President of the Board of Directors of the Humboldt Bay Municipal Water District of the County of Humboldt, State of California.

ATTEST:

[Signature]

Secretary-Treasurer of the Board of Directors of the Humboldt Bay Municipal Water District.



UNITED STATES
 DEPARTMENT OF THE INTERIOR
 BUREAU OF LAND MANAGEMENT
 LAND OFFICE
 4201 U.S. Court House and Fed. Bldg.
 650 Capitol Avenue
 Sacramento 14, California

Sacramento 067222
 L: GAC

December 15, 1961

D E C I S I O N

RIGHT-OF-WAY-GRANTED

Details of Grant

Serial number of grant	Sacramento 067222
Name of grantee	Humboldt Bay Municipal Water District
Map showing the location and dimensions of grant: Map designations	Frac. Sec. 27 and 34, T. 6 N., R. 1 W., H.M.
Date filed	June 16, 1961
Permitted use of grantee	Underground water pipeline
Authority for grant	Act February 15, 1901 (31 Stat. 790, 43 WSC 959)
Regulations applicable to grant:	
Code reference	43 CFR subparts A and D (244.39 through 244.47)
Circular numbers	1915
Date of grant	December 15, 1961 (
Expiration date of grant	
Length 2000'	
Rental	None (municipal water district)

Terms and Conditions of Grant

Pursuant to the authority vested in the undersigned by Order No. 541 of the Director, Bureau of Land Management, dated April 21, 1954 (19 F.R. 2473), as amended, a right-of-way, the details of which are shown above, is hereby granted, subject to the following terms and conditions.

- All valid rights existing on the date of the grant.
- All regulations in the circulars specified above.
- Filing of proof of construction within 5 years of the date of the grant.
- Further terms and conditions as follows: The permittee shall provide the following flows (or the natural flow whichever is lesser) in Mad River below Essex pump-diversion point: Humboldt County, California, as follows:

October 1	through	October 15	30 cfs
October 16	through	October 31	50 cfs
November 1	through	June 30	75 cfs
July 1	through	July 31	50 cfs
August 1	through	August 31	40 cfs
September 1	through	September 30	30 cfs

Walter E. Beck
 Walter E. Beck
 Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

File No:
APN No. :

STATE OF CALIFORNIA)SS
COUNTY OF HUMBOLDT)

On June 7, 2011 before me, D. SIMON, Notary Public, personally appeared

Lynda Rousch

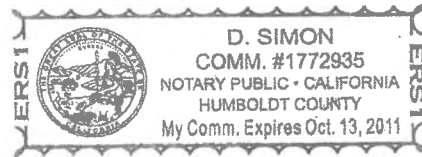
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

D. Simon



This area for official notarial seal.

**OPTIONAL SECTION
CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- INDIVIDUAL
- CORPORATE OFFICER(S) TITLE(S)
- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity

Name of Person or Entity

OPTIONAL SECTION

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

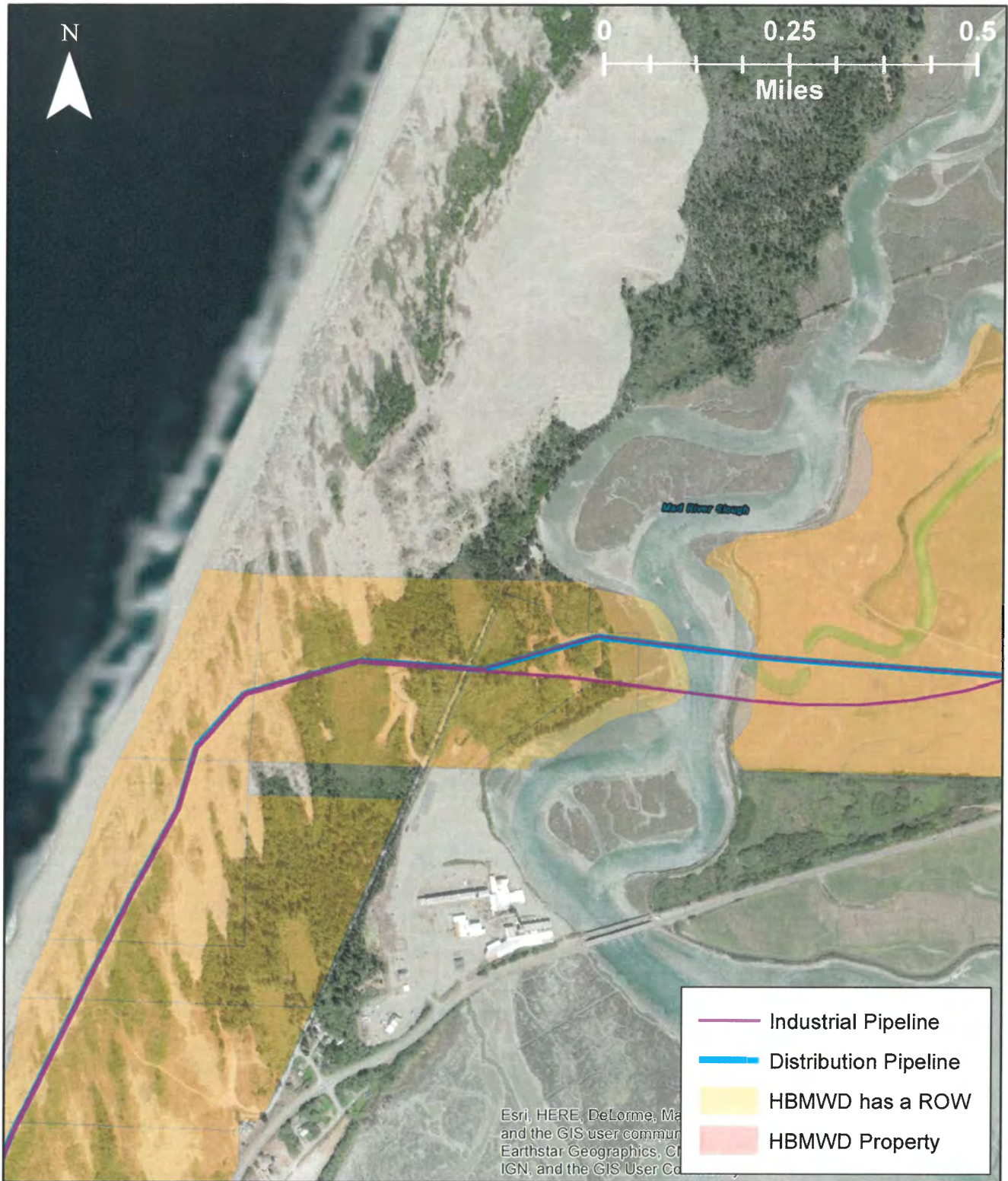
NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Item 2

HBMWD Pipelines Map

Humboldt Bay Municipal Water District Pipelines



Map By: SR
Map Date: Aug 2, 2019



All data, information, and maps are provided "as is" without warranty or any representation of accuracy, timeliness, or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. The Humboldt Bay Municipal Water District makes no warranties, express or implied, as to the use of the information obtained here. There are no implied warranties of merchantability or fitness for a particular purpose. The requestor acknowledges and accepts all limitations, including the fact that the data, information, and maps are dynamic and in a constant state of maintenance, correction and update.

Coordinate System:
NAD_1983_StatePlane_California_I_FIPS_0401_Feet
Projection: Lambert Conformal Conic

Item 3

BLM Permit # 067222 dated December 15, 1961

UNITED STATES
 DEPARTMENT OF THE INTERIOR
 BUREAU OF LAND MANAGEMENT
 LAND OFFICE
 4201 U.S. Court House and Fed. Bldg.
 650 Capitol Avenue
 Sacramento 14, California

Sacramento 067222
 L: GAC

December 15, 1961

D E C I S I O N

RIGHT-OF-WAY-GRANTED

Details of Grant

Serial number of grant	Sacramento 067222
Name of grantee	Sacramento Bay Municipal Water District
Map showing the location and dimensions of grant: Map designations	Trac. Sec. 27 and 34, T. 6 N., R. 1 E., S. 23.
Date filed	June 16, 1961
Permitted use of grantee	Underground water pipeline
Authority for grant	Act February 15, 1954 (31 Stat. 790, 13 USC 959)
Regulations applicable to grant:	
Code reference	43 CFR subparts A and F (244.39 through 244.47)
Circular numbers	1915
Date of grant	December 15, 1961
Expiration date of grant	
Length 2000'	
Rental	None (municipal water district)

Terms and Conditions of Grant

Pursuant to the authority vested in the undersigned by Order No. 541 of the Director, Bureau of Land Management, dated April 21, 1954 (19 F.R. 2473), as amended, a right-of-way, the details of which are shown above, is hereby granted, subject to the following terms and conditions.

1. All valid rights existing on the date of the grant.
2. All regulations in the circulars specified above.
3. Filing of proof of construction within 5 years of the date of the grant.
4. Further terms and conditions as follows: The permittee shall provide the following flows (or the natural flow whichever is lesser) in Mad River below each pump-diversion point: Sacramento County, California,
 as follows:

October 1	through	October 15	30 cfs
October 16	through	October 31	50 cfs
November 1	through	June 30	75 cfs
July 1	through	July 31	50 cfs
August 1	through	August 31	40 cfs
September 1	through	September 30	30 cfs

BC to: Director w/nap
 USGS

Do (Ukiah)

Mitchell and Henderson, Attorneys at Law 230 E. St., ^{WALTER E. BISH} ^{MEUNGER, Calif}

GAC;aw 12/15/61

Item 4

HBMWD Resolution No. 64
dated November 14, 1961

RESOLUTION NO. 64

RESOLUTION OF THE BOARD OF DIRECTORS OF THE
HUMBOLDT BAY MUNICIPAL WATER DISTRICT AS TO
PROTECTION OF FISH RESOURCES IN EXCHANGE FOR
A GRANT OF RIGHT OF WAY FROM THE BUREAU OF
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WHEREAS, the United States of America is desirous of protecting certain fishery resources through the maintenance of natural flow in the Mad River below Essex pump-diversion point, Humboldt County, California:

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That in exchange for a pipeline right of way for which application has been heretofore made to the United States of America, which right of way is located in Sections 27 and 34, Township 6 North, Range 1 West, Humboldt Base and Meridian, Humboldt County, California, that the District shall provide the following flows (or the natural flow whichever is lesser) in Mad River below Essex pump-diversion point in Humboldt County, California, as follows:

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August 1	through	August 31	40 cfs
September 1	through	September 30	30 cfs

2. That the District Secretary be and he hereby is authorized to transmit a certified copy of this Resolution to the Bureau of Land Management of the United States of America.

PASSED, APPROVED, AND ADOPTED this 14, day of November, 1961, by the following vote:

AYES: Directors Matthews, Hilfiker, McBride, Johnson and Gosselin

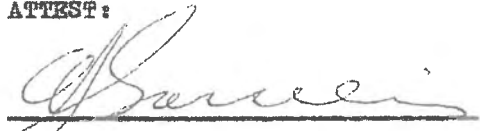
NOES: None

ABSENT: ~~None~~ Johnson



President of the Board of Directors of the Humboldt Bay Municipal Water District of the County of Humboldt, State of California.

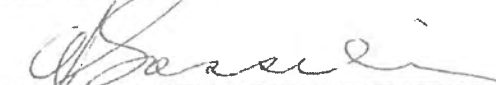
ATTEST:



Secretary-Treasurer of the Board of Directors of the Humboldt Bay Municipal Water District.

I, the undersigned, certify that I am the duly elected, qualified, and acting Secretary of the Humboldt Bay Municipal Water District of Humboldt County, California; that on the day and date the annexed resolution bears it was duly passed and approved by the vote of a majority or more of the Board of Directors of said District.

DATED: Nov. 14, 1961.



Secretary of the Humboldt Bay Municipal Water District.

Item 5

First American Title Company, Title Insurance Policy
1203-92211 dated September 28, 1991

UNITED STATES OF AMERICA Policy of Title Insurance



ISSUED BY

First American Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of

1. Title to the estate or interest described in Schedule A being vested other than as stated therein.
2. Any defect in or lien or encumbrance on the title.
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.
5. In instances where the insured acquires title to the land by condemnation, failure of the commitment for title insurance, as updated to the date of the filing of the respondents notice or the Declaration of Taking, to disclose the parties having an interest in the land as disclosed by the public records.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

First American Title Insurance Company

BY *Gary L. Keruett* PRESIDENT

ATTEST *Mark R. Arsen* SECRETARY



SCHEDULE A

Premium: \$940.00

Amount of Insurance: \$217,500.00

Policy Number: 1203-92211

Date of Policy: July 28, 2004 at 10:15 a.m.

1. Name of Insured:

United State of America

2. The estate or interest in the land which is covered by this policy is:

A fee as to Parcel One, an easement as to Parcel Two

3. Title to the estate or interest in the land is vested in:

United State of America

4. The land referred to in this policy is described as follows:

Real property in the unincorporated area of the County of Humboldt, State of California, described as follows:

PARCEL ONE

BEGINNING at the Quarter Section corner between Sections 34 and 35 in Township 6 North, Range 1 West, Humboldt Meridian;
thence North 25 degrees 28 minutes East, 84.67 feet;
thence North 84 degrees 35 minutes East, 182.53 feet to the West line of the strip of land conveyed to Humboldt Northern Railway Company for its railroad right of way by deed recorded October 18, 1905 in Book 93 of Deeds, page 324;
thence North 22 degrees 10 minutes East (record bearing North 21 degrees 35 minutes East) along the West line of said railroad strip, a distance of 885 feet, more or less, to a point located 990 feet Northeasterly along said line from the Quarter Section line running Easterly and Westerly through the center of said Section 35;
thence West to the ocean shore;
thence Southwesterly along the ocean shore to the South line of the Northeast Quarter of said Section 34;
thence East along the Quarter Section line, 1800 feet, more or less, to the point of beginning.

EXCEPTING any portion of the land below the line of ordinary high water where it was located prior to any artificial or avulsive change in the located of shoreline.

PARCEL TWO

A non-exclusive right of way for Ingress, egress and public utility purposes within a strip of land 20 feet in width, the Northerly line of which is described as follows:

BEGINNING at the Quarter Section corner between Sections 34 and 35 in Township 6 North, Range 1 West, Humboldt Meridian;
thence North 25 degrees 28 minutes East, 84.67 feet to the true point of beginning;
thence from said true point of beginning, North 84 degrees 35 minutes East, 182.53 feet to the West line of the strip of land conveyed to Humboldt Northern Railway Company for its railroad right of way by Deed recorded October 18, 1905 in Book 93 of Deeds, page 324.

APN: 506-061-024

SCHEDULE B
EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. An easement for right of way and incidental purposes in the document recorded August 24, 1948 as Book 60, page 315 of Official Records.

Affects: Southerly 20 feet
2. An easement for laying, constructing, maintaining, operating, altering, changing the size of, repairing, or replacing a pipeline or lines, and all fittings and appliances property appurtenant thereto, for the transportation of water through such pipeline and incidental purposes, recorded June 16, 1961 as Book 640, page 530 of Official Records.
In Favor of: Humboldt Bay Municipal Water District
Affects: A strip of land 30 feet wide, indefinite as to location
3. An easement for the right to erect, construct, reconstruct, replace, remove, maintain and use a line of towers with such wires and cables, and all necessary and property foundations, footings, crossarms and other appliances and fixtures for use in connection with said towers and incidental purposes, recorded November 8, 1963 as Book 761, page 74 of Official Records.
In Favor of: Pacific Gas and Electric Company, a California corporation
Affects: See deed for particulars
4. An easement for ingress, egress, public utilities and incidental purposes in the document recorded March 22, 1977 as Book 1402, page 588 of Official Records.
5. An easement for the right to lay, construct, reconstruct, install, replace, operate, repair, remove, alter, inspect and maintain pipes, pipelines, facilities and appurtenances for sewer and other public utility services and facilities, together with the free right of ingress and egress thereon and incidental purposes, recorded February 28, 1979 as Book 1550, page 490 of Official Records.
In Favor of: Humboldt Bay Wastewater Authority
Affects: See deed for particulars

A document recorded December 21, 1981, in Book 1660, page 660, Humboldt County Official Records, provides that the easement thereby has been modified.
6. Easements, liens or encumbrances, or claims thereof, which are not shown by the public record.
7. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by public record.
8. Water rights, claims or title to water.

9. The terms and provisions contained in the document entitled "Modification of Property Restrictions" recorded July 28, 2004 as Instrument No. 2004-25274-6 of Official Records.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under the policy;
 - (c) resulting in no loss or damage to the insured claimant; or
 - (d) attaching or created subsequent to Date of Policy.
4. This policy does not insure against the invalidity or insufficiency of any condemnation proceeding instituted by the United States of America, except to the extent set forth in insuring provision 5.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS. The following terms when used in this policy mean:

- (a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.
- (b) "insured claimant": an insured claiming loss or damage.
- (c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.
- (d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.
- (g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds and indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

a. Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title

or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured by this policy.

b. The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

c. Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

d. In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

e. Notwithstanding Conditions and Stipulations Section 4(a-d), the Attorney General of the United States shall have the sole right to authorize or to undertake the defense of any matter which would constitute a claim under the policy, and the Company may not represent the insured without authorization. If the Attorney General elects to defend at the Government's expense, the Company shall, upon request, cooperate and render all reasonable assistance in the prosecution or defense of the proceeding and in prosecuting any related appeals. If the Attorney General shall fail to authorize and permit the Company to defend, all liability of the Company with respect to that claim shall terminate; provided, however, that if the Attorney General shall give the Company timely notice of all proceedings and an opportunity to suggest defenses and actions as it shall recommend should be taken, and the Attorney General shall present the defenses and take the actions of which the Company shall advise the Attorney General in writing, the liability of the Company shall continue and, in any event, the Company shall cooperate and render all reasonable assistance in the prosecution or defense of the claim and any related appeals.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Unless prohibited by law or governmental regulation, failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

a. To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

b. To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

i. Subject to the prior written approval of the Attorney General, to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

ii. to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs 6(b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation. Failure of the Attorney General to give the approval called for in 6(b)(i) shall not prejudice the rights of the insured unless the Company is prejudiced thereby, and then only to the extent of the prejudice.

7. DETERMINATION AND EXTENT OF LIABILITY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

a. The liability of the Company under this policy shall not exceed the least of:

i. the Amount of Insurance stated in Schedule A; or,

li. the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

b. The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT.

If the land described in Schedule [A][C] consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY.

a. If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

b. In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

c. The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

a. No payment shall be made without producing this policy or an accurate facsimile for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

b. When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

a. The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, a right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

b. The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

c. No Subrogation to the Rights of the United States.

Notwithstanding the provisions of Conditions and Stipulations Section 13(a) and (b), whenever the Company shall have settled and paid a claim under this policy, the Company shall not be subrogated to the rights of the United States. The Attorney General may elect to pursue any additional remedies which may exist, and the Company may be consulted. If the Company agrees in writing to reimburse the United States for all costs, attorneys' fees and expenses, to the extent that funds are recovered they shall be applied first to reimbursing the Company for the amount paid to satisfy the claim, and then to the United States.

14. ARBITRATION ONLY BY AGREEMENT.

Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters shall be arbitrated only when agreed to by both the Company and the Insured.

The law of the United States, or if there be no applicable federal law, the law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15 LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

a. This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

b. Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

c. No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16 SEVERABILITY.

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17 NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at 1 First American Way, Santa Ana, California 92707, or to the office which issued this policy

Item 6

Commonwealth Land Title Company, Title Insurance
Policy # 109-002167 dated October 14, 1987

CA 19382

POLICY OF TITLE INSURANCE

Issued by

COMMONWEALTH LAND TITLE INSURANCE COMPANY

AMOUNT

Iscrew No. 60401 V
POLICY NUMBER
108 - 002167

\$ 232,500.00

Premium: \$905.75

COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Pennsylvania Corporation, herein called the Company, for a valuable consideration

HEREBY INSURES

THE UNITED STATES OF AMERICA

hereinafter called the Insured, against loss or damage not exceeding

TWO HUNDRED THIRTY TWO THOUSAND FIVE HUNDRED DOLLARS AND NO/100-----

Dollars, together with costs and expenses which the Company may become obligated to pay as provided in the Conditions and Stipulations hereof, which the Insured shall sustain by reason of:

any defect in or lien or encumbrance on the title to the estate or interest covered hereby in the land described or referred to in Schedule A, existing at the date hereof, not shown or referred to in Schedule B or excluded from coverage by the General Exceptions;

all subject, however, to the provisions of Schedules A and B and to the General Exceptions and to the Conditions and Stipulations hereto annexed; all as of the 14th day of October 1987, the effective date of this policy. at 1:59 P.M.

IN WITNESS WHEREOF, Commonwealth Land Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers.

Edward A. Schmidt

Secretary



John B. Tombold

President

Countersigned:

METTA McCLELLAND

Authorized Officer or Agent

SCHEDULE A

1. The estate or interest in the land described or referred to in this schedule covered by this policy is:

A FEE

2. Title to the estate or interest covered by this policy at the date hereof is vested in:

The United States of America and Its Assigns Acting under the Authority
of the Act of October 21, 1970 (84 Stat. 1067)

3. The land referred to in this policy is situated in the County of Humboldt
State of California, and is described as follows:

See Exhibit "A" attached hereto and made a part hereof.

SCHEDULE B

This policy does not insure against loss or damage by reason of the following:

1. Current and delinquent taxes and assessment as follows:

2. Rights and easements for commerce, navigation and fishery in favor of the public or the federal, state or municipal government.
AFFECTS TRACT TWO
3. Any adverse claim of the United States of America, the State of California, the County of Humboldt or the public as to any portion of said property which is now or ever has been tide or submerged land.
AFFECTS TRACT TWO
4. Rights of the public to use that portion of said land lying within the lines of Shelter Cove Road for street purposes.
AFFECTS TRACT THREE AND FOUR

continued....

SCHEDULE B - Continued

5. Any effect of the uncertainty or insufficiency of the description of the location of the easements and rights of way referred to as Parcels Three and Four and Five of Tract Three over the servient lands described in said easements and rights of way.

TRACT 3 & 4

6. An easement affecting a portion of said land, for the purposes stated herein and incidental purposes
Granted to : Humboldt Bay Municipal Water District
For : pipeline or lines
Affects : strip of land 30 feet wide
exact location not disclosed of record
Recorded : June 16, 1961, in Book 640, Page 536,
Humboldt County Official Records.
AFFECTS TRACT TWO

7. An easement affecting a portion of said land, for the purposes stated herein and incidental purposes
Granted to : Pacific Gas and Electric Company
For : crossarms, wires and cables
Recorded : August 22, 1963, in Book 751, Page 99,
Humboldt County Official Records.
AFFECTS TRACT TWO

continued....

General Exceptions:

1. **Governmental Powers.**—Because of limitations imposed by law on ownership and use of property, or which arise from governmental powers, this policy does not insure against:
 - a. Consequences of the future exercise or enforcement or attempted exercise or enforcement of police power, bankruptcy power, or power of eminent domain, under any existing or future law or governmental regulations;
 - b. Consequences of any law, ordinance or governmental regulation, now or hereafter in force (including building and zoning ordinances), limiting or regulating the use or enjoyment of the property, estate or interest described in Schedule A, or the character, size, use or location of any improvement now or hereafter erected on said property.
2. **Matters Not of Record.**—The following matters which are not of record at the date of this policy are not insured against:
 - a. Rights or claims of parties in possession not shown of record;
 - b. Questions of survey;
 - c. Easements, claims of easement or mechanic's liens where no notice there of appears of record;
 - d. Conveyances, agreements, defects, liens or encumbrances, if any, where no notice thereof appears of record: provided, however, the provisions of this subparagraph 2(d) shall not apply if title to said estate or interest is vested in the United States of America on the date hereof.
3. **Matters Subsequent to Date of Policy** — This policy does not insure against loss or damage by reason of defects, liens or encumbrances created subsequent to the date hereof.
4. **Refusal to Purchase** — This policy does not insure against loss or damage by reason of the refusal of any person to purchase, lease or lend money on the property, estate or interest described in Schedule A.

8. An easement affecting a portion of said land, for the purposes stated herein and incidental purposes
Granted to : Mary E. McKee
For : ingress and egress
Affects : strip of land 50 feet in width,
exact location is more particularly defined therein
Recorded : June 26, 1957, in Book 929, Page 407,
Humboldt County Official Records.
SAID EASEMENTS WAS ALSO CONVEYED TO OTHERS BY SUBSEQUENT INSTRUMENTS
OF RECORD

9. An easement affecting a portion of said land, for the purposes stated herein and incidental purposes
Granted to : Lois H. Hoffman
For : right to explore for, drill, develop, produce and remove
oil, gas and hydrocarbon substances by means of pipes,
conduits and roads
Recorded : July 17, 1969, in Book 1010, Page 105,
Humboldt County Official Records.
AFFECTS TRACT TWO

10. An easement affecting a portion of said land, for the purposes stated herein and incidental purposes
Granted to : Humboldt Base Wastewater Authority
For : permanent easement 20 feet in width for utilities
temporary easement 50 feet in width for utilities
Affects : a portion in Section 34, Township 6 North, Range 1 West
Recorded : September 22, 1977, in Book 1441, Page 51,
Humboldt County Official Records.
AFFECTS TRACT TWO

11. An easement affecting a portion of said land, for the purposes stated herein and incidental purposes
Granted to : Manila Community Services District
For : utilities
Affects : portion of the most Southeasterly area
Recorded : February 5, 1979, in Book 1545, Page 518,
Humboldt County Official Records.
AFFECTS TRACT TWO

12. The effect of a Record of Survey
For : Humboldt Base Wastewater Authority
As Shown On: Record of Survey filed, July 17, 1985, in Book 44
of Surveys, Page 76, Humboldt County Records.
AFFECTS TRACT TWO

EXHIBIT "A"

TRACT ONE

That real property situate in the County of Humboldt, State of California, described as follows:

PARCEL ONE

The Southeast Quarter of the Northeast Quarter of Section 11, Township 5 South, Range 1 East, Humboldt Meridian.

PARCEL TWO

A non-exclusive right of way for a road 50 feet in width running from the south line of the Southwest Quarter of the Northwest Quarter of Section 12 in said Township 5 South, Range 1 East, in a Northwesterly direction to the east line of Parcel One above described, the centerline of which is defined in the deed from William Pass and wife to Mary E, McKee recorded July 26, 1967 in Book 929, of Official Records, Page 407, Humboldt County, and being the same right of way as conveyed by said deed.

5

That real property situate in the County of Humboldt, State of California, described as follows:

PARCEL ONE

BEGINNING on the West line of Section 35, Township 6 North, Range 1 West, Humboldt Meridian, at a point 2421.82 feet North from the Quarter Section corner on the West line of said Section 35;

thence East 1160 feet to the West line of a strip of land used by Hammond Lumber company as a railroad right of way, being the same strip heretofore conveyed to Humboldt Northern Railway Company;

thence Southwesterly along the West line of said strip, 1626.01 feet, more or less, to a point which is 990 feet distant Northeasterly, measured along said West line of said strip, from the point where said West line intersects the Quarter Section line running Easterly from the Quarter Section corner between Sections 34 and 35 in said Township;

thence West to the ocean shore, a distance of approximately 1980 feet;

thence Northeasterly along the ocean shore, 450 feet, more or less, to the North line of the fractional South Half of the Northeast Quarter of said Section 34, according to the government survey of said Township and the official plat thereof;

thence East along said North line to the Section line between Sections 34 and 35 of said Township;

thence North, 1100 feet, more or less, along said Section line to the point of beginning.

ALSO BEGINNING on the Northwesterly boundary of the County Road leading from Samoa to Arcata, at a point located 375.96 feet North and 960.78 feet East from the Quarter Section corner on the West line of Section 35, Township 6 North, Range 1 West, Humboldt Meridian;

thence North 26 degrees 06 minutes West, 701.5 feet to the East line of the strip of land used by Hammond Lumber Company as a railroad right of way, being the same strip conveyed to Humboldt Northern Railway Company;

thence North 22 degrees 10 minutes East along the Easterly line of said strip, 53.55 feet;

thence South 26 degrees 06 minutes East, 720.58 feet to the Northwesterly line of said County Road;

thence South 41 degrees 23 minutes West along said Road, 43.29 feet to the point of beginning.

EXCEPTING THEREFROM that portion thereof conveyed to the County of Humboldt, in Deed recorded March 30, 1965, in Book 830, Page 453, Humboldt County Official Records.

ALSO EXCEPTING THEREFROM 50% of all oil, gas and hydrocarbon substances in and under said land, as reserved by Ralph C. Hoffman in Deed recorded March 6, 1981, as Recorder's Serial No. 4320, Humboldt County Official Records.

continued ...

PARCEL TWO

A nonexclusive easement for ingress, egress and public utility purposes over, across and upon the following described real property:

BEGINNING on the Northwesterly boundary of the County Road leading from Samoa to Arcata, at a point located 375.96 feet North and 960.78 feet East from the Quarter Section corner on the West line of Section 35, Township 6 North, Range 1 West, Humboldt Meridian;

thence North 26 degrees 06 minutes West, 701.5 feet to the East line of the strip of land used by Hammond Lumber Company as a railroad right of way, being the same strip conveyed to Humboldt Northern Railway Company, which is the **TRUE POINT OF BEGINNING**;

thence North 26 degrees 06 minutes West to the Westerly boundary of said railroad right of way;

thence North 22 degrees 10 minutes East along the Westerly line of said strip, 53.55 feet;

thence South 26 degrees 06 minutes East to the Easterly line of said strip;

thence South 22 degrees 10 minutes West, 53.55 feet to the true point of beginning.

sc

TRACT THREE

Those portions of the South Half of the Northwest Quarter of Section 12, Township 5 South, Range 1 East, Humboldt Meridian, described as follows:

PARCEL ONE

Parcel Three (3) as shown on Parcel Map No. 345 for Howard C. Epstein on file in the office of the County Recorder of said County in Book 3 of Parcel Maps at page 105.

PARCEL TWO

Parcel Four (4) as shown on Parcel Map No. 345 for Howard C. Epstein on file in the office of the County Recorder of said County in Book 3 of Parcel Maps at page 105.

PARCEL THREE

An easement for the full and free right of way of the width of 50 feet, into, over, upon and across that portion of the South Half of the North Half of the Southwest Quarter of the Northwest Quarter of Section 12, Township 5 South, Range 1 East, Humboldt Meridian, lying Westerly of the centerline of the county road leading from Redway to Shelter Cove, as said County Road is shown on the map recorded at Book 23 of Surveys, at page 81, Humboldt County records, described and created as an easement or right of way in the deed dated June 10, 1967 from William Pass and Ethel Pass, his wife, to Mary E. McKee, recorded June 26, 1967 as Instrument No. 10587 in Book 929, page 407, Official Records of Humboldt County and being the same as reserved in the deed dated August 15, 1972 executed by Howard C. Epstein and wife to Michael Cary Davis and wife and recorded September 19, 1972 in Book 1157 of Official Records at page 281 under Recorder's File No. 16641.

PARCEL FOUR

An easement on that portion of the South Half of the North Half of the Southwest Quarter of the Northwest Quarter of Section 12, Township 5 South, Range 1 East, Humboldt Meridian, lying westerly of the center line of the county road leading from Redway to Shelter Cove, as said county road is shown on the map recorded at Book 23 of Surveys, page 81, Humboldt County Records, and the right to locate and drill a well for water and at such place or places (from time to time) upon said land, as may be determined and in connection with said rights to place on said land such equipment, pipes, conduits, pumps, storage tanks, or other facilities as may be reasonably necessary to draw, conduct, store, and transport said water for the benefit of land herein described, together with the right to enter upon said land for the purpose of maintaining, modifying, replacing and other wise making reasonable use of said water rights,

Together with the right to take water from Springs or creeks now located on said land.

-continued-

PARCEL FOUR (continued)

Being the same as reserved and contained in the deed dated August 15, 1972 executed by Howard C. Epstein and Bonnie K. Epstein, husband and wife to Michael Cary Davis and wife and recorded September 19, 1972 in Book 1157 of Official Records at page 281 under Recorder's File No. 16641.

PARCEL FIVE

Such easements as may be reasonably necessary (over, under and across the land described in Parcel Four above) for general utility purposes, including but not limited to underground or overhead telephone, electrical and television lines, cables and wires, and the necessary poles and supports in connection therewith, and water, gas, sewer and other pipe lines; all such wires, cables, lines, pipes or other suitable means for transmitting utility services; together with the right to enter upon said land to maintain, replace, modify and generally make reasonable use of said utility systems for the purposes herein mentioned, being the same as Reserved and contained in the deed dated August 15, 1972 executed by Howard C. Epstein and wife to Michael Cary Davis and wife and recorded September 19, 1972 in Book 1157 of Official Records at page 281 under Recorder's File No. 16641.

NOTE FOR INFORMATION: That portion of Parcel Four above described as "Together with the right to take water from Springs or creeks now located on said land", shown herein for conveyancing only and will not be insured by a policy of title insurance when issued.

PARCEL ONE

All that portion of the South Half of the North Half of the Southwest Quarter of the Northwest Quarter of Section 12, Township 5 South, Range 1 East, Humboldt Meridian, lying Westerly of the center line of the County Road leading from Redway to Shelter Cove, as said county road is shown on the map recorded in Book 23 of Surveys page 81, Humboldt County Records.

The above-described property being designated as Parcel One (1) on Parcel Map No. 345 on file in the office of the County Recorder of Humboldt County in Book 3 of Parcel Maps at page 105.

PARCEL TWO

A non-exclusive easement for the full and free right of way of the width of 50 feet into, over upon and across all of the portion of the land described as the easement or right of way described and created by Deed from William Pass and Ethel Pass, to Mary E. McKee, recorded as Instrument No. 10587 on July 26, 1967 in Book 929 page 407, Official Records of Humboldt County, and also being the same as granted in Deed dated August 15, 1972 executed by Howard C. Epstein and wife to Michael Cary Davis and wife and recorded September 19, 1972 in Book 1157 of Official Records at page 281, under Recorder's File No. 16641.

EXCEPTING THEREFROM any portion of said easement that lies outside the exterior boundaries of the South Half of the Northwest Quarter of Section 12, Township 5 South, Range 1 East, Humboldt Meridian:

N $\frac{1}{2}$ SEC 34 & PTN N $\frac{1}{2}$ SEC 35 6N1W

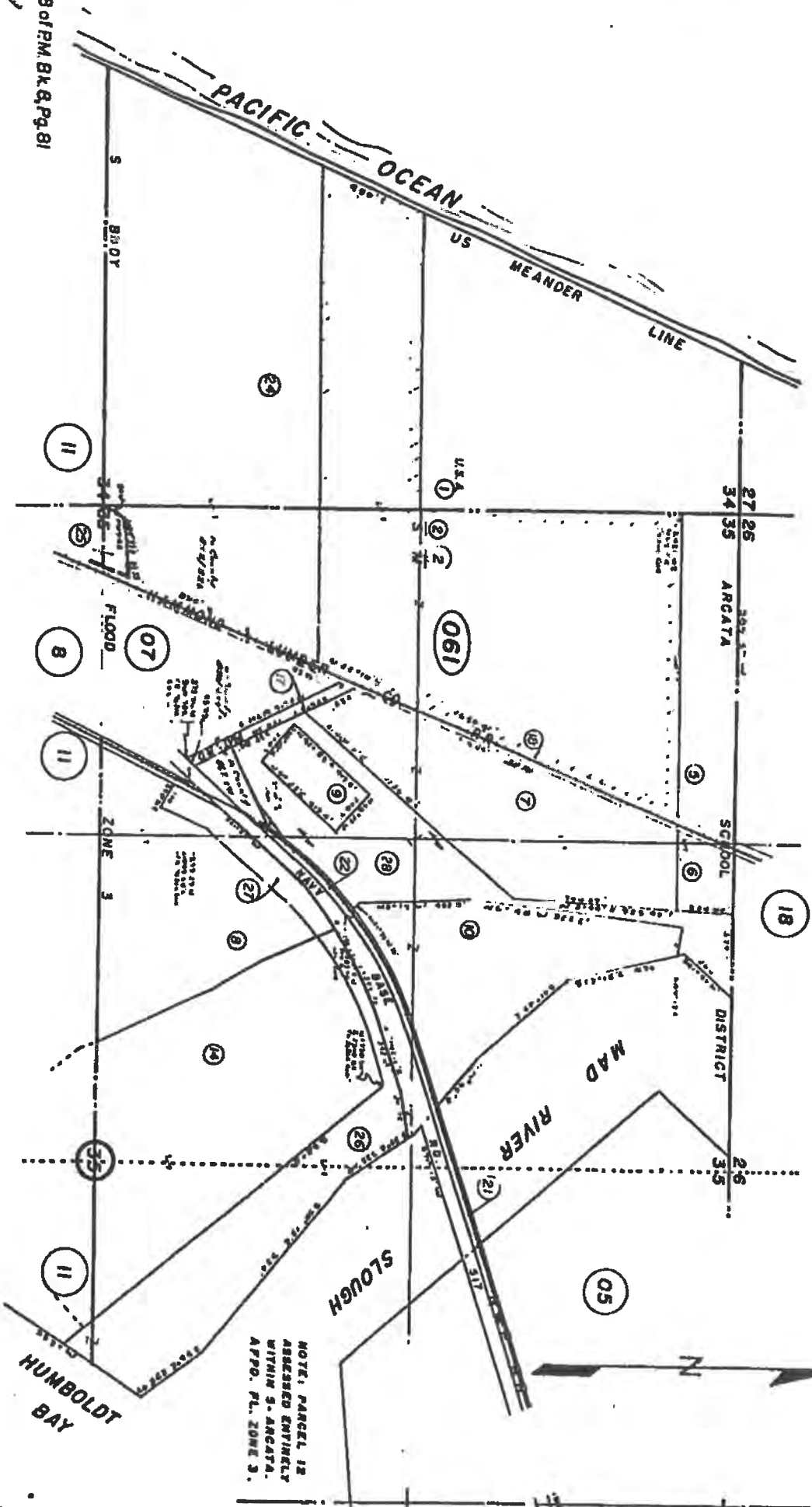
506-06

EUREKA TITLE COMPANY
 725 FOURTH STREET
 EUREKA, CALIFORNIA 95501

This plat is not a survey. It is merely furnished as a convenience to locate the and in other than any other plat of acreage.

SEP 16 1986

1" = 400'
 L.S. : 10 - 38
 11 - 180
 22 - 16



NOTE: PARCEL 12
 ASSESSED ENTIRELY
 WITHIN S-ARGATA.
 APPD. PL. ZONE 3.

M. No 948 of P.M. Bk. & Pg. 81

SECS 1, 2, 11 8 12, 5S 1E

EUREKA TITLE COMPANY
 735 FOURTH STREET
 EUREKA, CALIFORNIA 95501

APR 13 1975

108-08
 T.C.A. 156-02
 1" = 1200'
 9-10-66

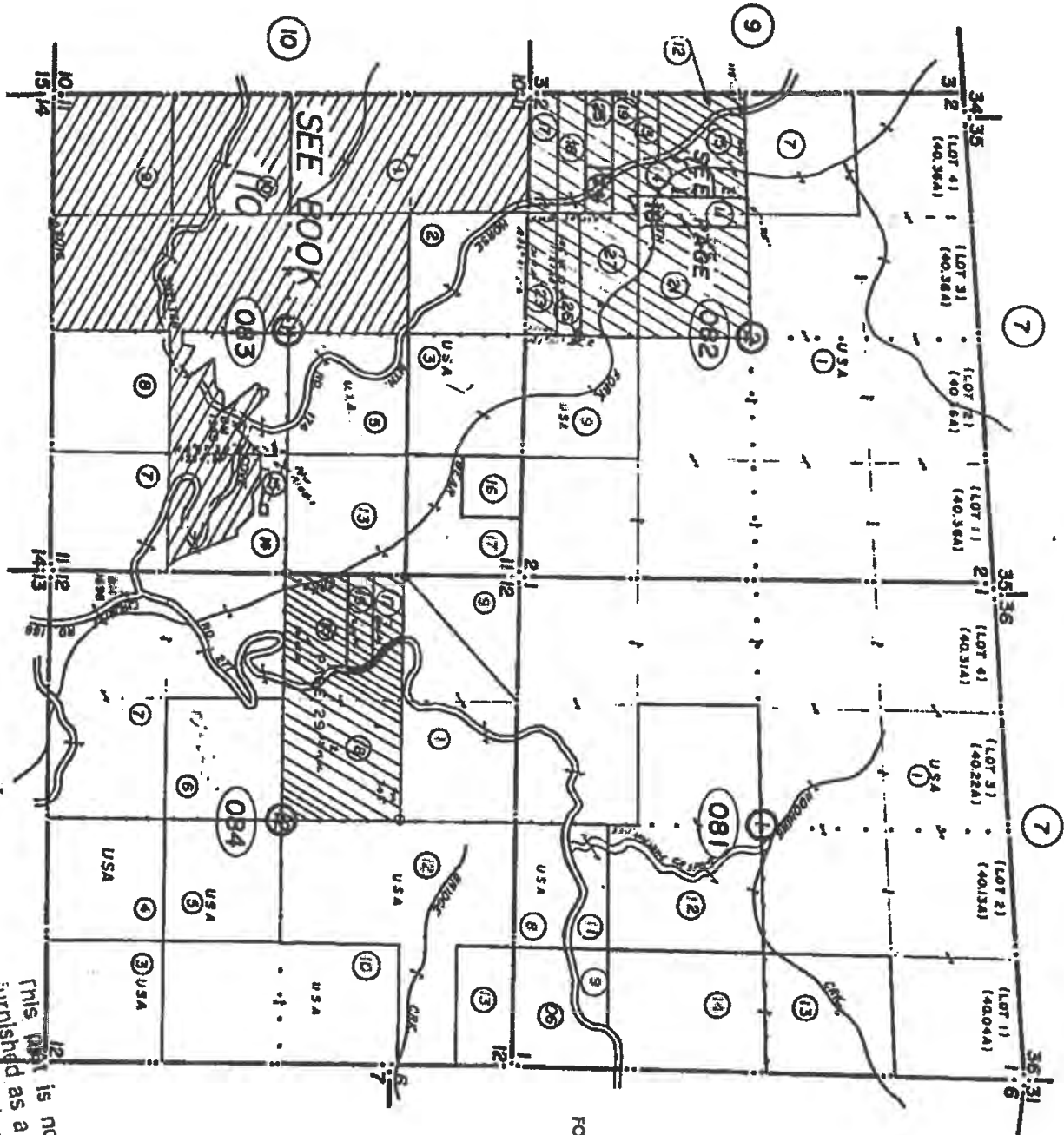
L.S. 22 P42
 L.S. 22 P43
 L.S. 22 P44
 L.S. 22 P45
 L.S. 22 P46
 L.S. 22 P47
 L.S. 22 P48
 L.S. 22 P49
 L.S. 22 P50
 L.S. 22 P51
 L.S. 22 P52
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 L.S. 22 P94
 L.S. 22 P95
 L.S. 22 P96
 L.S. 22 P97
 L.S. 22 P98
 L.S. 22 P99
 L.S. 22 P100

PM 3 PG 155-PM 3 45

DETAIL OF 108-082-11

1" = 400'

NOTE: This overlaps on 082-16



THIS IS NOT AN OFFICIAL MAP
 FOR IDENTIFICATION PURPOSES ONLY
 HUMBOLDT COUNTY ASSESSOR

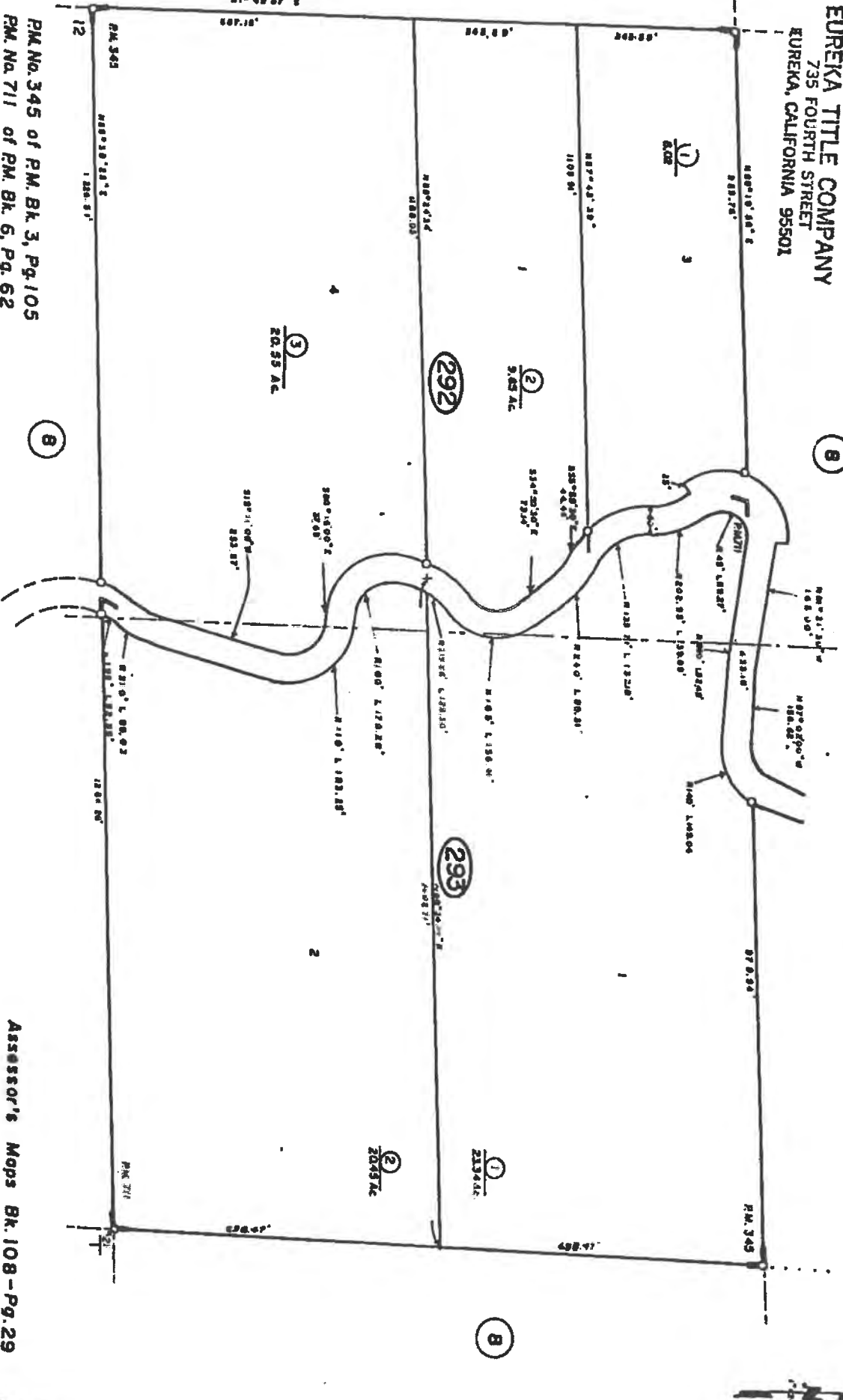
This plat is not a survey. It is merely furnished as a convenience to locate the and in relation to adjacent lots and other lands and does not guarantee dimensions, distances, bearings or acreage.

This plat is not a survey. It is merely furnished as a convenience to locate the land in relation to adjoining streets and/or other lands and does not guarantee any dimensions of distance, bearings or acreage.

S 1/2 OF NW 1/4, SEC. 12, T. 5 S., R. 1 E., H. B. 2 M.

10-13-1972
108-29

EUREKA TITLE COMPANY
735 FOURTH STREET
EUREKA, CALIFORNIA 95501



RM. No. 345 of P.M. Bk. 3, Pg. 105
RM. No. 711 of P.M. Bk. 6, Pg. 62

NOTE - Assessor's Block & Number's Shown in Filioses
Assessor's Filio's Number's Shown in Columns

Assessor's Maps Bk. 108 - Pg. 29
County of Humboldt, Calif.

FOR IDEI... TION PURPOSES ONLY
HUMBOLDT COUNTY ASSESSOR

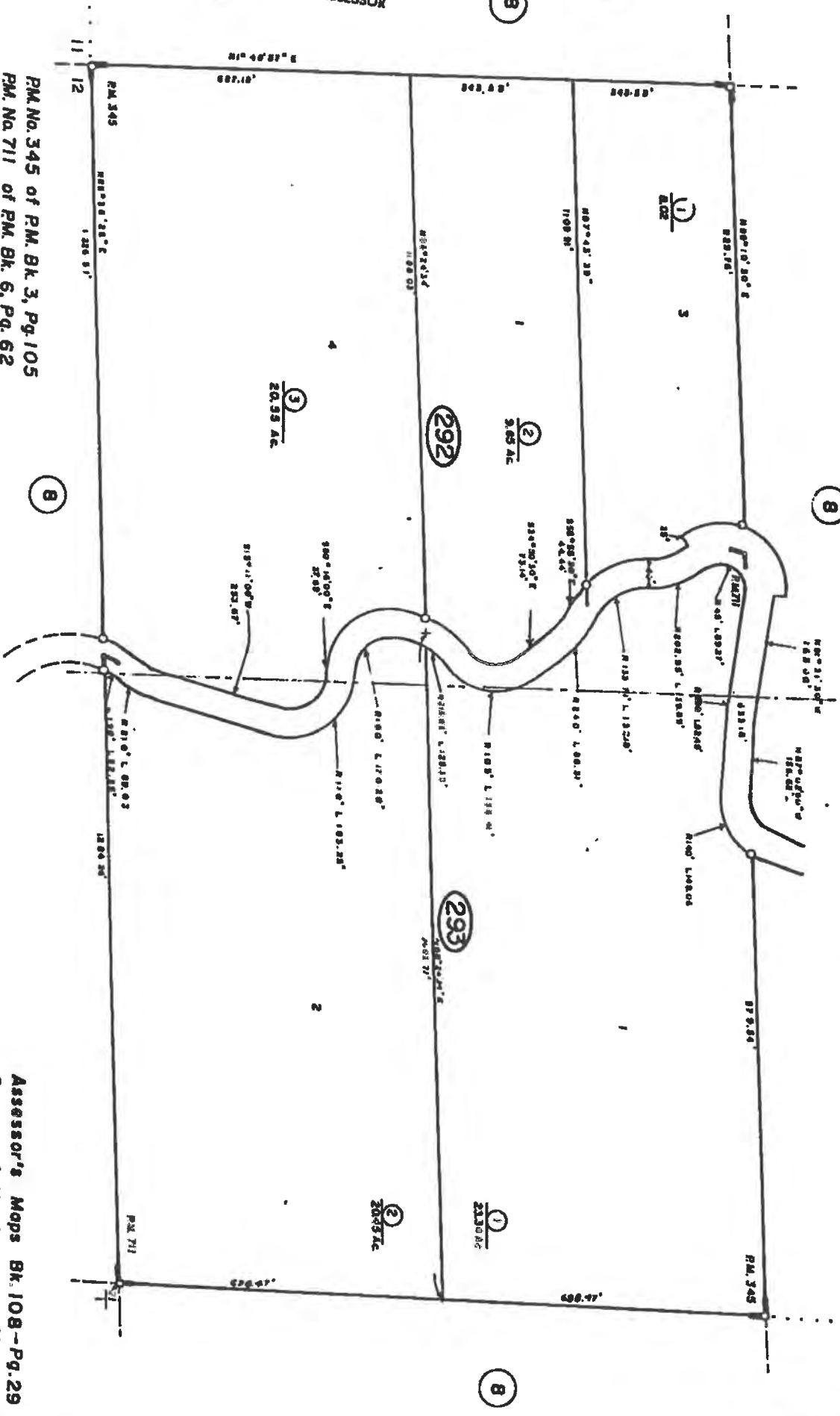
This plat is not a survey. It is merely furnished as a convenience to locate the land in relation to adjoining streets and other lands and does not guarantee any dimensions, bearings, bearings or acreage.

EUREKA TITLE COMPANY
 735 FOURTH STREET
 EUREKA, CALIFORNIA 95501

108-29

RM No. 345 of RM Bk 3, Pg. 105
 RM No. 711 of RM Bk. 6, Pg. 62

Assessor's Maps Bk. 108-Pg. 29
 County of Humboldt, Calif.



NOTE - Assessor's Block Numbers Shown in Italics
 Representing Block Numbers Shown in Original



HUMBOLDT BAY MUNICIPAL WATER DISTRICT

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FAX 707-443-5731 707-822-8245

EMAIL OFFICE@HBMWD.COM

Website: www.hbmwd.com

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GENERAL MANAGER

JOHN FRIEDENBACH

November 20, 2020

US Department of the Interior
Heather Eggleston, Manager
National Natural Landmarks Program

Via email: heather_eggleston@nps.gov

**RE: Item B National Natural Landmarks Program
December 10, 2020 Meeting of National Park System Advisory Board
Lanphere and Ma-le'i Dunes National Natural Landmarks Program**

Dear Ms. Eggleston,

This is a follow up to our previous letter dated September 14, 2020 which is included herein by reference. On October 19, 2020 a virtual meeting was held with local and regional staff of the US Department of the Interior and the Bureau of Land Management including yourself; Molly Brown, Field Manager; Laurie Lee Jenkins, Pacific West Regional NNL Coordinator and me.

We greatly appreciate your efforts to meet and explain in detail the NNL program and its implications to our District regarding our existing pipelines within the proposed project. Based on our discussions and improved understanding of the NNL program, we fully support the designation of the Lanphere and Ma-le'i Dunes as a National Natural Landmark.

Respectfully,

A handwritten signature in blue ink that reads "John Friedenbach".

John Friedenbach
General Manager

Cc: Congressman Jared Huffman
US Senator Diane Feinstein
Molly Brown, BLM Field Manager – Arcata Field Office
Laurie Lee Jenkins,