WORKING TOWARDS LAND RETURN IN GOUKDI'N: A HISTORY OF GENOCIDE AND A FUTURE OF HEALING

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A Thesis Presented to

The Faculty of Humboldt State University

In Partial Fulfillment of the Requirements for the Degree

Master of Arts in Social Science: Environment and Community

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December 2021

ABSTRACT

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Since 2009, the city of Arcata, R. H. Emmerson & Sons, and Humboldt State University have collaborated on the transfer of an 884-acre tract of land in Goukdi'n (known locally as Jacoby Creek Forest). The main goals of this project are to prevent fragmentation of the land, protect wildlife, and to support and enhance student research opportunities. In the ten years that it took for this land to be transferred to the California State University and in the care of Humboldt State University the Wiyot Tribe was not consulted regarding the parcels, their purchase, or their being given to HSU.

It is the goal of this thesis to examine the history of these parcels, and also discuss why leaving Tribes out of the conversation in regard to land ownership is problematic. The interviews that I conducted with community members about Goukdi'n provide insight as to how land is regarded - not only as something that is 'ownable', but as something that we all feel connected to for one reason or another. Settler colonialism has deteriorated the way that we think and speak about land, as though it is something that is separate from us as humans. This research found that to be entirely incorrect, and in fact it determines that our connection to our place and our planet is necessary for the health of us all. Furthermore, the fact that settler colonialism has brutally and continuously

attempted to disconnect Indigenous peoples from their lands is the very reason that we are all so sick.

In order to heal from the violence that has been brought to this land and its people, we must begin with the most basic step: return the land. Goukdi'n has been separated from the Wiyot Tribe for over 160 years. It's time to end that. Therefore, the goal of this thesis project is to work towards the rematriation of Goukdi'n to the Wiyot Tribe.

DEDICATION

There is no other person in my world who deserves a dedication for this project more than my daughter, Kallie. Over the last three years, Kallie has witnessed some of the most emotionally distraught, exhausted, overwhelmed, frustrated, angry, scared, and passionate versions of me, which was undoubtedly terrifying for her at times. She patiently waited for me to play with her day after day while I instead did my coursework, or attended meetings, gave presentations, or hosted webinars for one of my many jobs. I can't imagine how challenging this process has been for her - a now six-year-old kindergartener - especially while we navigate a worldwide pandemic.

Yet, she would see me here, usually at my kitchen table, or tucked into my bed, typing away...sometimes she would get upset with me to show me she knows she's being ignored. She has definitely yelled at me during very important meetings, or said words that I'm not sure she even fully understands in an effort to make me feel bad about not spending enough time with her. But she also paid attention to me. When you ask my kiddo what Mummy's thesis is about, she'll respond (without even thinking about it): 'Land Back'.

She can name every organization I have worked for over the last three years because she's spent literally hours a week hearing me talk about my jobs, and in the offices with me. She has donated her own money to the Food Sovereignty Lab. She talks with my friends, partners, and colleagues on Zoom - regularly. She has been part of this project every step of the way. In fact, she is the reason for this project. Without Kallie I

would likely not have enrolled in this program. I would not have cared about my life enough to do so. Kallie saved me in so many ways...and in addition to that she continues to love me with her whole, non-judgmental, unbroken, sweet, beautiful heart. Somehow, I am the lucky one to have been given the opportunity to raise this incredible person, and I could not be more grateful.

I therefore dedicate this thesis to you, Kallie Bean. And not just this thesis - I dedicate everything I accomplish...forever...to you. You are my life. You are my favorite. I love you so much baby girl. Thank you for your unconditional love and support.

ACKNOWLEDGEMENTS

This thesis takes place, and was written in the land of the Wiyot peoples which includes the Wiyot Tribe, Bear River Rancheria and Blue Lake Rancheria. Arcata is known as Goudi'ni meaning "over in the woods" or "among the redwoods." The persistence of the Wiyot peoples to remain in relationship with these lands despite their attempted genocide, compels me to spread awareness to my inner and extended community regarding the true history of this space. I strive to hold myself and others accountable for the continuation of colonial acts which neglect to include the voices and needs of these Tribes, while remembering to lead with compassion.

For the last three years I have been working for and towards the rematriation of 884 acres of Goukdi'n to the Wiyot Tribe. While the actual tangible result of this project will take much longer than I have given myself to write this thesis, I have witnessed and learned enough to get these words down on paper and earn a Master's degree. The people with whom I was able to meet, interact with, share stories, and build ideas with will not all be listed in this work. That would be impossible. Chances are, if you're one of those people, then you already know that you are. Here are *some* of the most influential and motivating people I have had the immense privilege of working with:

The Wiyot peoples have persisted despite the attempted genocide of them for the last 160+ years. Their stories, culture, songs, and traditions have carried them through the most horrifying time anyone could ever imagine. They are still here. They work hard to protect and care for their place and their people. They stay involved, educated, and up to

date on all projects that could impact their people and lands. They do not sit idly by and allow capitalistic ventures to bring harm to these lands, because they know that they have been given the important task of taking care of them. I couldn't be more grateful to the Tribal Council who voted to support me in the undertaking of this project. I am privileged to be able to work with and for such an incredible group of people. Thank you.

Chairman Hernandez, I cannot thank you enough for your openness and generosity with your whole self during this process. I have learned so much from working with you, and truly appreciate your even-keeled and positive approach to every situation we have encountered together. I will always be grateful for your very quick, late-night responses despite everything else you have on your plate. You have made me feel welcome every step of the way, thank you.

Eddie Koch, I think our conversation was my favorite! It was brutally raw, and I'm pretty sure we both really needed to be honest in that way at that particular moment in our pandemic-lives. I have always felt so comfortable talking with you, regardless of the subject matter. I look forward to the day when we can hit up a metal show together! Stay tuned...

Adam Canter, your passion for understanding the deep interconnectedness of ecosystems has always amazed me. I appreciate your ability to be honest, even during not-so-easy-conversations. You have been supportive of every project I have engaged with since I started this program, and I could not be luckier to have you on our team! I look forward to continuing to work with you.

Marnie Atkins, I have really enjoyed getting to know you! Your dedication to the long-term process is inspiring. I appreciate your stories and ability to connect the dots in a way that does not make people feel bad for not knowing something...even if they should. Thank you for your many contributions to the community.

Hilanea Wilkinson, I am so amazed by you! You have already done so much in your life, and I truly admire you for that. I am always looking forward to our next chat, whether it's about work, life, dog life, or duck life. I love how our paths continue to cross. Watching you crush your life goals will be truly an honor. Thank you for sharing yourself with me, and thank you for raising my grandduckies!

Mom & Dad, I kind of hate to say this...because I'm 'Miss Independent', but I could not have done this without you. I know we do not always see eye to eye, and that I can be a bit dramatic when times are hard (seems to be a lot of those times lately), but you both have continued to encourage me, in your way, to complete this degree. You have supported me in more ways than one and have always been there for me, even when I push you away. Thanks for not going too far. I think I've always known that I have incredible parents, but have this really wild and rebellious streak in me that hopefully is not genetically inherited...though I think I already spot it in Kallie pretty regularly.

Thanks for everything, Mom & Dad. I love you both so much!

My most wonderful Humboldt friends and pandemic bubble, Chant'e, Elias, Ari, Steve, Candace, and Bella, you are all the family that I have always hoped for and could only find here. You have had my back, my hand, and my heart since I embarked on this wild journey, and now you are stuck with me! Thank you for everything...the laughs, the

cries, the holidays, the birthdays, the dinners, the drinks, and the conversations. We have been through so much together during the last three years, it's hard to believe that's all it has been! I look forward to our girls growing up together as we get old(er). You are the most badass crew ever.

Candace, my wifey, I love you so much. You came into my life when I had no idea who I was or where I wanted to go. You grounded me, you put me in my place when I needed it, you loved me when I didn't feel lovable, and you allowed me to be me. Most importantly, you have helped me raise Kallie. You were there for us when we had literally no one else. I am so grateful for you and our friendship, and I know that no matter where our lives take us, you and I will always be a wife-text away. Plus, I have to pay you for the phone bill every month...so...you know. Thank you, thank you, thank you.

Dr. Cutcha Risling Baldy, there are no words that can explain to the amount of support you have provided me. You have been my advocate since day one, no matter what project we're working on. You always know the next steps to take, which is amazing because I'm usually still stuck in 'angry Carrie' mode while you're making plans for our next steps. I have always felt so accepted by you, which I'm not sure how I earned. Thank you for letting me be a whole person. I have never felt dismissed or disrespected or unappreciated by you, and I know that you understand how important that is. I love working with you on all of our incredible endeavors, mostly because you empower students in a way that I have never seen before. Your students' accomplishments are a testament to your skills as a leader. Everyone should be watching you, because what you say becomes real. Please keep writing in your magic notebook!

You are inspiring, and everything a true mentor is supposed to be. Thank you for literally everything.

Dr. Nick Perdue, I asked you to be on my committee because of how you supported me and many other students during the torture that E&C put us through. You are not only a kind and generous person, you make grad school ~way~ less scary. The way you framed our responsibilities and walked us through big steps (even when you were maybe supposed to be doing something else...) helped us in ways that you'll never fully know. Thank you for having an open door when seemed like we didn't have anyone to talk to. I wish you and your family all the joy that comes with the early years of parenting!

Craig Tucker, you have always been such a down to earth and kind person to me. I remember the first time Kallie and I came to your office to talk about this project, and you talked with her about the toy car she brought. I really appreciated you in those moments...and continue to appreciate you more and more. Your dedication to advocacy and allyship is quite admirable, and I look forward to how our paths continue to intersect with our various projects. Thank you for your support and friendship.

Brittany Kleinschnitz, my research assistant, my coworker, and my friend. I felt connected to you the first time we met one-on-one for the NEC. We have encountered some of the hardest things that life can bestow, and somehow we have come out on the other side more empathetic and compassionate than before. Your drive to improve other peoples' interactions with the world is beautiful. I respect and appreciate our friendship

so very much. Thank you for all of your hard work on this project, and for your incredible contributions.

Others I'd like to thank include my other co-researchers/interviewees, Dale Oliver, David Greene, Mark Andre, and John Donnelly. Thank you for providing this project with so much insight! I genuinely enjoyed each of our conversations, and I really learned a lot from you all. Jen Marlow, your participation in this project is unparalleled. We could not have gotten this far without your knowledge and expertise! To Kyle Morgan from HSU's Scholarly Communications & Digital Scholarship Team, THANK YOU for your formatting skills and support. These last couple of weeks have been wild, and I couldn't have finished without your help. To my Rou Dalagurr crew, specifically Cody Henrikson, Evie Ferreira, Amanda McDonald, Kim Megois, and Dr. Kaitlin Reed, I learn so much from you every time we meet. You are inspiring and incredible partners to have on this project, thank you so much for your friendship! My Save California Salmon team, Regina Chichizola, Cody (again...cuz we apparently can't be apart, ever), Pua Faleofa, and Darcey Evans. The things we've accomplished in the last year and a half are pretty amazing! I am so glad I get to work with all of you badasses! And finally, my former NEC team, Larry Glass, Caroline Griffith, Chelsea Pulliam, Ivy Munnerlyn and Casey Cruikshank. I may have had to part ways from NEC, but the relationships we cultivated and the projects we executed will always be important to me. I appreciate you for having my back, and for your kindness and support along the way.

Lastly, I have to give a shout out to my animals. Papi, Indi, Candie, Yorki, Silvi, Greenley, Coffee, Dottie, Odyssey, Gravity, Penelope and Starfire (Starrie) – you all

make me so incredibly happy...and insane...sometimes simultaneously. Getting through these last few years would have been much duller without you. Each of you has not had enough time with me, and I aim for that to change with the finalization of this program. I look forward to more beach trips and hikes with the dogs, more garden time with the ducks, and more cuddles with my Papi-cat. You are the best wee creatures I could have ever hoped for! Thanks for keeping me on my toes, and providing me with perspective on remaining balanced.

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PREFACE: THE RETURN OF TULUWAT & THE FIGHT FOR TSAKIYUWIT

In order to describe the tenacity and persistence of the Wiyot Tribe, there are two recent political projects that the Tribe engaged with in order to protect their land: the return of Tuluwat and the fight for Tsakiyuwit against the Terra-Gen Wind Farm Project (KCET, 2020). This Tribe may be small, and while they currently do not have control over much of their ancestral territory, what they do have is hope, heart, and the will to do what it takes to bring the world back into balance - not just for the future of their own land and peoples, but for the community and world as a whole.

Returning Tuluwat

On February 26, 1860, the Wiyot Tribe experienced what they now call 'the end of the world'. Today many know it as the "Indian Island massacre" (Eureka City Council, December 4, 2018; Northwestern California Genocide Project, 2016). On this horrific night, the last night of the Wiyot's World Renewal Ceremony on their sacred island of Tuluwat, groups of settler militiamen rowed across Eureka Bay to Tuluwat, and conducted three separate raids, brutally murdering between eighty to three hundred elders, women, and children in their sleep (Eureka City Council, December 4, 2018; Mukherjee, 2019; Northwestern California Genocide Project, 2016; Nelson, 2008; Norton, 1979; Wiyot Tribe, 2019). Since then, the Tribe has stopped at nothing to get Tuluwat back to them, in order to heal the genocidal past, and bring the land back to

health. Chairman Ted Hernandez states, "It's sacred land. This is our sacred property. It's where our ancestors are. That's where our ancestors are buried, and that's what we recognize it as. It's the center of our world" (Greenson, 2019).

In 2000, led by the assiduous dedication of the former Wiyot Tribal Chairwoman, Cheryl Seidner, the Wiyot Tribe was able to purchase back 1.5 acres of their historic village site (Droz, 2021; Greenson, 2019). The Tribe and allies held bake sales, sold t-shirts and posters, and solicited donations from just about anyone they could think of to raise the \$106,000 to purchase the land (Greenson, 2019). And they did.

Just a few years later in 2004, the "Eureka City Council made history as they unanimously approved a resolution to return approximately 45 acres, comprising the northeastern tip, of Indian Island to the Wiyot Tribe" (Wiyot Tribe, 2019; Droz, 2021; Eureka City Council, May 18, 2004). The Tribe was making some progress, and still, the majority of Tuluwat Island was owned by the City of Eureka.

When a select few Eureka City Council members joined the council in 2014, the Tribe reached out about wanting the remaining acreage of Tuluwat returned (Droz, 2021; Greenson, 2021). On December 4, 2018, almost 159 years after the Indian Island Massacre, the Eureka City Council voted to return the remaining city-owned portion of Tuluwat - about 200 acres - to the Wiyot Tribe (Eureka City Council, December 4, 2018). Once again, the decision was unanimous among the Council members, and had an enormous amount of community support. The transfer documents were officially signed on October 21, 2019, and hundreds of people came to experience the ceremonial return of the land (Greenson, 2019). There were numerous speeches calling for more collaboration,

more community-building, more healing, and more returning land (Greenson, 2019). According to the Wiyot Tribal Administrator, Michelle Vassel, "It's a really good story about healing and about coming together, of community," (Daugherty, 2019). Kim Bergel, Eureka City Councilmember stated, "The community support is huge on this," (Biron, 2019). In fact, many of the city officials feel so strongly about the need to represent the Wiyot Tribe more effectively, that former Mayor Frank Jäger suggested that the city lower the flags at Eureka City Hall every February 26th to commemorate the Tuluwat massacre (Droz, 2021; Greenson, 2019).

Tribal Historic Preservation Officer for the Blue Lake Rancheria, Janet Eidsness, wrote a draft environmental impact report (EIR) titled, *Tuluwat restoration project* (Eidsness, 2007). The EIR is a project proposal by the Wiyot Tribe to restore the cultural and environmental integrity of their land on Tuluwat. The plan's objectives are to: reestablish the Tuluwat Village World Renewal Ceremony, provide a venue for educational and cultural field trips, protect sensitive cultural and archaeological resources, and improve surrounding salt marsh habitats, thereby strengthening the Wiyot culture, and raising awareness about their culture and history. This project is now well underway, and information about the Tuluwat Project can be found on the Tribe's website (www.wiyot.us).

The Fight for Tsakiyuwit

In 2019, Terra-Gen Power Corp., a corporation that owns, operates, and develops utility-scale renewable and clean energy assets across the western part of the country, proposed a wind turbine farm on Tsakiyuwit (Bear River Ridge and Monument Ridge) in Loleta, California. The area that the project was proposed is privately owned by a Humboldt Redwood Company, which is managed for timber production, and a Russ Ranch, a cattle ranch (DeLapp, 2019). The project would have consisted of forty-seven turbines along twenty-three miles of land, and would have "created a new, and near 30-mile-long, transmission corridor through remote forestlands on Shively Ridge" (Canter, 2019).

Humboldt county is known for its environmentally-conscious community, and the Terra-Gen team probably thought that Humboldt county would be a perfect place to push their corporate, "grid-tied greenwashed energy development project [that's] reliant on PG&E" (Canter, 2019), wind farm project, and many members of the community agreed. There was some concern and push back against the Terra-Gen corporate approach to "green energy." In a Lost Coast Outpost article, the author describes the energy company, Terra-Gen, as "effectively a wolf in sheep's clothing, a green-washed arm of its rapacious, fossil-fueled parent company, Equity Capital Partners" (Burns, 2019).

An additional major problem with this project was that Tsakiyuwit is a sacred cultural site and place of prayer to the Wiyot peoples (including the Bear River Band of

Rohnerville Rancheria). The Wiyot Tribal Council was concerned with this project from the very beginning because of the potential unmitigable and unavoidable impacts to the cultural and environmental resources at Tsakiyuwit, and unanimously voted no on the project (Canter, 2019). Terra-Gen didn't stop pushing. Neither did half of the community.

On November 7th and 14th in 2019, members of the Wiyot Tribe and their allies attended the Humboldt County Planning Commission meetings to make public comments opposing the project (Humboldt County Planning Commission, November 14, 2019). When it came time to make a motion, the initial motion was to approve the project (Humboldt County Planning Commission, November 14, 2019). The minutes from that meeting state:

[T]his motion resulted in a deadlock with three commissioners voting in favor and three ultimately voting against the motion. Upon the deadlock the chair asked if anything could be done to change the opinions of the Commissioners voting no and be able to ultimately approve the project. To this, one commissioner noted that if there was more time to review the details that had been presented that night at the hearing, he may be able to consider approval of the project at a future date.

The applicant expressed that rather than a continuance they would appreciate a decision that night.

A second motion was made to deny the project and find that the benefits of the project do not outweigh the significant unavoidable impacts. This motion passed with a 4-2 vote with one commissioner changing their vote in order to allow the motion to pass with a majority rather than be deadlocked again. (Humboldt County Planning Commission, November 14, 2019).

While the outcome of the vote was good news for the Wiyot Tribe and half of the community, Terra-Gen appealed the decision to the Humboldt County Board of Supervisors (Burns, 2019; Humboldt County Board of Supervisors, December 17, 2019).

This time, even more community members pitted themselves against one another. On December 17, 2019, the Humboldt County Board of Supervisors voted 4-1 against the project. "Multiple supervisors acknowledged the project was the most divisive of all proposals they had seen in Humboldt County. They said they had lost sleep over the vote, knowing they would make enemies regardless of how they leaned" (Mukherjee, 2019).

Throughout this process, the Wiyot Tribe remained steadfast that this project would not take place on Tsakiyuwit (Canter, 2019). At one point, Terra Gen even offered the Tribe a one-million-dollar endowment if they accepted the project (Mukherjee, 2019). Cheryl Seidner's response is headstrong: "You would not sell your mother. We cannot sell our Earth" (Mukherjee, 2019).

Goukdi'n

The story of Goukdi'n goes back to time immemorial. My own interaction began just three years ago, when an article was published in November 2018 in Humboldt State NOW stating that Humboldt State University was receiving 884 acres of land in what settlers now call Jacoby Creek Forest (Humboldt State Now, 2018). Upon learning this, Dr. Risling Baldy informed Chairman Ted Hernandez of the Wiyot Tribe of the transfer, much to the Tribe's surprise. Until that point, the Wiyot had not been contacted. Although surprised by Goukdi'n being transferred to Humboldt State and the lack of outreach to the Tribe, Chairman Hernandez and the Tribal Council have demonstrated both patience and resolve in discussions regarding the return of their ancestral land.

Through the previous two examples it is clear that the Wiyot Tribe has incredible patience and persistence. Goukdi'n will have the same story. Goukdi'n will be returned to the Wiyot Tribe. It is not a process that happens overnight, or over three years, even. It is something that we all signed up for - that we will not stop pursuing until it is complete. The fact that there is such strong evidence showcasing the Wiyots' understanding of the importance of remaining connected to their land makes it easy for me to keep working towards this goal...no matter what.

POSITIONALITY

It feels like I've been swept up in a whirlwind of remembering, reimagining, restructuring, relearning, and revising over the last however many months I've been working on this project. It is so easy to lose track of why we do what we do, and when we look back on the 'why's' that you began with, sometimes they don't even make sense anymore. Why is that? Have I really changed so much since undertaking this 'project' of graduate school? Have I grown insurmountably, or unlearned my understanding of life and myself so greatly that what I began with is just meaningless now? I don't have answers. I don't even know what the questions are anymore...what I keep coming back to is *one* word: connection.

This word is everything to me. It's what makes my heart feel full. It's what heals me. It always comes back to connection. I cannot be myself without this word, yet it took me a lifetime to realize that. It is so simple, yet so complex. So demanding, but so basic. I cannot imagine living without it, yet I have. That is how I know I have changed since beginning on this journey.

It is important for me to acknowledge my own privilege and background, as I continue to learn the importance of honesty and transparency. I am a cis-gendered, ablebodied woman of mainly European and Ashkenazi descent. I was adopted by my parents when I was nine days old, and spent my whole life until I was thirty-two not knowing anything about my biological family. My mother is Armenian/mixed European, and my father is predominantly Irish. When my father was in Medical School, my parents got

married, and then eventually moved back to Massachusetts, later purchasing a home in an upper-middle class neighborhood a few miles northwest of Boston. I have an older sister and younger brother, who are also adopted from different families.

I was educated in public and private schools, and attended three different colleges before obtaining my BA in Sociology, Health and Human Services from Suffolk University in Boston. I moved to San Francisco shortly after I graduated, and spent the next nine years living all over the Bay Area. My years in the Bay were complicated, though I spent much of my time going to music events and meeting or being around people. That was my way of feeling connected then, and although the lifestyle I had was certainly toxic at times, I think it was the only thing that was actually keeping me alive - because I felt like I was part of something.

Two years before I moved to Humboldt, I had my daughter, Kallie. She changed my life in every way. I was reinvigorated with the desire to *really* live. Because of my need to find happiness for my own sake and the sake of my baby girl, I moved us both, with our dog and cat, to Humboldt County. Six months later I was accepted into HSU's Environment & Community Master of Art in Social Science program, which led me to this project and thesis.

Knowing that very abbreviated history, you might wonder why I have engaged in a project working towards the rematriation of land that is not native to me, to a Tribe with whom I have no ancestral relation. I know it seems artificial. I probably come across as another white savior to some. The reason that I find myself so drawn to working on Land Back is simple. It's to heal.

We have all experienced pain and trauma. No matter what the events that caused trauma, we each have our own interpretations of those experiences, and they affect us all in different ways. My traumas have had a profound impact on my mental and physical state for far too long, and therefore healing is something I've been working on for a while now. I didn't really know what that looked like for years, and I am still learning how to heal. I've come to accept that it will be a lifelong process that can be achieved in pieces. It is not linear. It takes a lot of attention and effort. It hurts, and sometimes I literally default to other, less healthy forms of coping. Additionally, we all manage our traumas in different ways. Some choose to bury them, others turn to substances to help erase the memory of them, and some find ways of facing them and overcoming their experiences. I've done all of these. Each is effective, but not all are sustainable. But, I am invested in healing, not only for myself, but for my daughter, and her daughter, and for every other human that comes to exist as a result of my own existence. My perseverance and drive to create positive change for myself and my community are important qualities that will hopefully be passed down over generations. I've learned that one of the most successful ways to heal myself is to stay connected to my community - which is what led me to this graduate program.

Here's the thing about the Environment & Community (E&C) program: it is not exempt from causing harm just because it strives to address settler colonialism. This program has caused far, far more pain to its students than you can imagine. The overt racial biases of some of the faculty has been documented in many ways and yet largely ignored by the university. The list of ways that my friends have been aggressed against

are countless, despite their many efforts to bring attention to the issues. My own ability to create relationships with my own cohort was stunted because of the failure of the E&C faculty to create a safe space for people of color to express their own experiences. I don't ever expect to be best friends with every person I meet. However, I should be able to expect professors to not only engage in critical conversations regarding racism, but to also stand up against racist people and aggressions in the classroom in order for their students to have a healthy amount of support for one another during a graduate program.

This was not our experience.

As a person who hurt my own classmates multiple times and in multiple ways it is my duty to be honest about the stories and experiences that I have been a part of and have caused. For the situations I have made harder, I am sorry. I am sorry that I hurt you. I am sorry that I was not there to support you when you needed it most. I am sorry that we could not fight the system together to make bigger changes from the beginning. I am sorry we did not have the opportunity to build a coalition the way we could have. I am sorry. I should have made this a safer space for you and I didn't at first. I will forever be grateful for you accepting me as an ally, and allowing me to work with you to improve these systems and dynamics for future E&C generations.

In addition: I refuse to stand for the program to continue to exist as it has. I refuse to let this program remain a racist facet of a racist institution that hurts its students because it doesn't have the guts to stand up against tenured professors who directly harm

Norton, "It was not until later that I realized how individuals seeking societal approval and acceptance internalize the narrowness of others." (Norton in *Ka'm-t'em*, p.119). I internalized the narrowness of others far too many times. This program, though not by the way it intended, has taught me how to use my voice and take a stand for what I believe is right. It has put me on the path of healing, despite the fact that it has caused me, and more importantly, my classmates of color, a great deal of harm.

What all of that has to do with this project is guiding me in my work and analysis. The Wiyot Peoples, along with every Native American tribe (this is not limited to North America, but extends to all colonized peoples across the world) have been working towards healing since invasion took place, regardless of when that happened. As a privileged and educated person, having learned about the many ways that settler colonialism is ingrained into our society our minds and our bodies, I *cannot* look the other way. I continue to navigate how to remain humble and not attempt to become a 'white savior'? Like the Wiyot Tribe's commitment to their land, my commitment to rematriation is a constant. I'm here to uplift and work for the Indigenous movement (Smith, 1999, p. 114) and I'm not leaving. Ever.

INTRODUCTION

"Colonization," "dispossession," "settler colonialism," "genocide" - these are the terms that drill to the core of US history, to the very source of the country's existence.

~ Roxanne Dunbar-Ortiz, *Indigenous Peoples' History of the United States*

This thesis examines the relationship between people and land. More specifically it provides an interpretation of why relationships to land are not just important, but imperative to healing (Linklater, 2014; Smith, 1999; Dunbar-Ortiz, 2014). That might sound dramatic, and as a Zennial who grew up in the 80s and 90s, I still have this part of me that thinks 'it's all gonna be okay'. If you talk with a Millenial, though, chances are you'll find a very different perspective. Many people, but especially those who are just a decade younger than me suffer from climate or eco anxiety (Ray, 2020). Eco anxiety is a result of people not knowing how to continue to relate to their natural world because we have been trained for so long how to feel apart from, and better than it (Ray, 2020).

Settler colonialism tried to separate humans from the land and has even been effective in some circumstances (Hendlin, 2014). It taught us that land should be thought of as property; something that we own, have the right to control, that is less intelligent than people, and can be contained (Hendlin, 2014; Wolfe, 2006). The following pages aim to challenge this way of thinking and argue that the rematriation of land, and therefore culture and balance is the essential step to healing not just the historical traumas of Indigenous peoples across the world, but the world as a whole.

There are so many examples throughout this country's history that demonstrate how settler colonialism and capitalism have diminished the relationship between people and land. To try to fit that into one section of this thesis would be futile, and could be its own thesis. Julie Sze's 2020 book, *Environmental Justice in a Moment of Danger* provides some of the more recent - and more memorable - examples of settler colonial capitalistic endeavors, which destroy land, water, and people. Sze proves her point through offering the examples of the Dakota Access Pipeline, the Flint, Michigan lead poisoning, the California Central Valley industrial agricultural water pollution crisis, and the hurricane Katrina and Maria disasters.

The focus of Sze's work is on the intrinsic interconnectedness of social and environmental justice and activism (Sze, 2020). Sze explains that there is no way to separate society from its environment; that society is its environment. The 1%, the people who run trillion dollar companies that extract resources which are vital to the planet's existence try to convince us otherwise: that we *need* the products that their company produces, thus relying on their greed-driven product creations (Sze, 2020).

So how do we reconnect ourselves with our Mother Earth¹? It is the fundamental argument of this thesis that in order to reconnect with and heal ourselves and our planet, we must return stolen lands to the tribes that are (and have always been) in relationship

¹ Mother Earth is used multiple times throughout this thesis by myself as well as my coresearchers during our interviews. This term can mean different things to different people. There are multiple myths and histories of how this name came to be (Leeming, 2010). I prefer to refer to Earth as our 'Mother' because of how the planet behaves as a mother – she provides food, water, air, and shelter for us. She has developed intricate systems that we are meant to support, and that are meant to support us – in reciprocity.

with them. Simply talking about returning land, or Land Back, or rematriation, is enough. I believe in taking action to make it happen. When I was presented with an opportunity to do just that, I jumped at the chance. And so, this thesis is a story about that process, and includes all of the learning I have done to enact that goal along the way.

That's why we go back to the land and the healing. You know, we need this healing. We need to bring everything back to balance, so everything can be balanced. And [if] one piece of the puzzle doesn't fit, you're not going to have that balance. And Goukdi'n is a part of that puzzle. You have Goukdi'n, you got Tuluwat, you have Jaroujiji, you know, you have all these special places [that] are part of the puzzle. And if it's missing that piece, that puzzle is not going to be balanced, it's going to fall apart. (Chairman Ted Hernandez, [Interview], June 25, 2020)

The quotes that you find throughout this thesis are from people who have played a significant role in this project, though it does not include everyone's voices. The words and perspectives of the Wiyot Tribe are the most important words you can read in this entire document: it is their voices that this project hopes to capture. If you take everything away and just leave the interviews with Chairman Hernandez, Hilanea Wilkinson, and Marnie Atkins, you'll hopefully understand why not just this project, but Land Back in general is necessary. In order to give a thorough account of what has taken place regarding Goukdi'n since the 1800s, it is necessary to include the voices of the others that are documented here. To understand why we think of land the way we do as an American neo-capitalist, settler colonial society we must examine the concepts of 'property' and 'ownership'.

Property

We base everything on property & ownership. Ownership of land in particular, but really, it's about everything. We have ownership complexes, in that if we don't own one thing or another, we're not as rich/important/good as someone who does. Therefore, ownership is claimed over everything: our homes, our cars, our cell phones, our bedrooms, our coffee mugs, our books, our plants, our partners, our children...if you look back at your life you have probably gotten into an argument with someone you really care about over another person or a *thing* that you claimed ownership over.

According to Michael Albertus, opinion contributor for The Hill, "Land dispossession is at the root of contemporary property rights and landholding across the Americas" (Albertus, 2021). What Albertus is describing is something that Tribal members experience regularly. Eddie Koch, former Natural Resources Director for the Wiyot Tribe adds:

Say for example, here on Table Bluff, we're surrounded by parcels, right, privately owned parcels. Adam has, for a few years now, he started he went through the work of finding out who to contact or who the owners [are] and clients. So he sent out multiple mass letters to different property owners around Table Bluff and all this area and said, 'Hey, what we're wanting to do is this botanical research, we think there may be some significant ethno botanical sites and all this stuff on potentially on Europeans property here. We'd like permission to...' You know, really nice, polite, 'Can we?' And most of it is a 'No,' or no response at all. Out of how many letters he sent out, probably didn't even get responses from hardly any of them and maybe he got one positive response. When I drive to work, driving up Hookton Road, and I'm driving by fences, and I'm looking up and it almost pisses me off every time I drive by. Like this is what, what world are we living in? Are you telling me that Wiyot people are not allowed to walk, can't even step off the road and wander on the mountain if they want. It's just so I really think that that's a big fight. But I think it's a fight we need to fight as well. And I think maybe, maybe we can incorporate some of that. I think we think about things like that, maybe in this land transfer as well, about the whole ownership and private property thing that's going on in this country. It's just insane. (Eddie Koch, [Interview], July 16, 2020)

The understanding and analysis of contemporary ideas about property are essential to this project. Every step of the way there has been an expressed sense of ownership of Goukdi'n by non-Wiyot people. In fact, the entire system of laws that were enacted since the time of the Homestead Act until the date of the transfer of Goukdi'n to the CSU has been (both intentionally and unintentionally) effective in keeping land out of Native American tribes' hands (Bowden, 2016; Dunbar-Ortiz, 2014; History, 2019; National Parks Service, 2021). This has been of the most interesting, shocking, and frustrating aspects of this research. The ways we continue to talk about land are completely colonized. This land is stolen. It needs to be returned.

Psychologist Tim Kasser addresses the impact of materialism on mental health in his book, *The High Price of Materialism*. He cites research that demonstrates "that the greater emphasis one places on materialistic, self-enhancing values (social power, wealth, etc.), the lower one's happiness and life stratification." (Dr. Virgil Moorehead in *Ka'm-t'em*, Chapter 4, p. 75).

Legal historian and property rights expert, James W. Ely, Jr. states that "A widely shared desire to acquire and enjoy property has long been one of the most distinctive features of American society" (xi). This desire has clearly been part of human history since long before. The Roman Empire is credited with contriving property law and rights (Bowden, 2016; Erdkamp, et al., 2015; Kehoe, 2007). According to Paul Erdkamp, et al.

in their 2015 book titled, Ownership and Exploitation of Land and Natural Resources in the Roman World,

[O]ver the course of Roman imperial history, the rich accumulated ever larger estates, as property was concentrated in fewer and fewer hands. This story of continuous accumulation, if not always clearly situated in time and space, is deeply embedded in a number of enduring metanarratives of Roman economic history: the ruin of the small farmer and the instability of the late republic; the crisis of the slave system and the rise of the colonate; even the dissolution of the western imperial state. (Erdkamp, et al., 2015, p. 43)

These ideas of property and ownership evidently spread. According to international Indigenous activist Roxanne Dunbar-Ortiz, the "culture of conquest - violence, expropriation, destruction, and dehumanization" began "from the eleventh through the thirteenth centuries" during the time of the Crusades (2014, p. 32). The goal of these missions was for certain Christian elites to gain unprecedented wealth by profiting off of the exploited labor of European peasantry. Consider, then, the fact that European colonial efforts did not begin until the 15th century. With over three hundred years to prepare, by the time Columbus arrived in the New World he was very well prepared to host a planned takeover of the land and peoples. As Dunbar-Ortiz explains,

The rise of the modern state in western Europe was based on the accumulation of wealth by means of exploiting human labor and displacing millions of subsistence producers from their lands. The armies that did this work benefited from technological innovations that allowed the development of more effective weapons of death and destruction. When these states expanded overseas to obtain even more resources, land, and labor, they were not starting anew. (Dunbar-Ortiz, 2014, p. 33)

This is the beginning of civilization. Though as a Western society we think 'being civilized' signifies progress, there are less attractive ways of understanding this concept

(Bowden, 2016; Tuck and Yang, 2012). Brett Bowden quotes Zygmunt Bauman in his 2016 article, the "concept of *civilization*...entered learned discourse in the West as the name of a conscious proselytising crusade waged by men of knowledge and aimed at extirpating the vestiges of wild cultures" (Bowden, 2006, p. 4). Eve Tuck and K. Wayne Yang further problematize the concept of 'civilization':

"[C]ivilization" is defined as production in excess of the "natural" world (i.e. in excess of the sustainable production already present in the Indigenous world). In order for excess production, he needs excess labor, which he cannot provide himself. The chattel slave serves as that excess labor, labor that can never be paid because payment would have to be in the form of property (land). The settler's wealth is land, or a fungible version of it, and so payment for labor is impossible. The settler positions himself as both superior and normal; the settler is natural, whereas the Indigenous inhabitant and the chattel slave are unnatural, even supernatural. (Tuck & Yang, 2012, p. 6)

Naelyn Pike (Chiricahua Apache/San Carlos Apache) stated, "We are fighting the invisible, and that is *greed and power*" (Pike, found in Sze, 2020, p. 49). Settler colonialism and capitalism have shown us that it's more important to focus on social status and objects (which somehow prove our social status) instead of building relationships (J. Kehaulani Kauanui and Patrick Wolfe *Settler Colonialism Then and Now*, p. 240, Kishan Lara-Cooper, Walter J. Lara Sr., *Ka'm-t'em* p. xiii). Somewhere along the way some humans evolved to believe that they are separate from the rest of the world, and worse even...the ones who should be controlling the rest of the planet (id. p. 247). Every time we extract another resource, unnecessarily kill an animal, genetically modify our food, spray insecticides, or dam our rivers *we extract from our own selves*.

Since the time of "colonization", or what many California Indian scholars call "invasion," (Dunbar-Ortiz, 2014; Risling Baldy, 2018) ideologies of property ownership have drastically changed in this country. What was once considered shared resources and

space in which people conducted a 'moral management' (Risling Baldy, 2013), are now either federally-, state-, municipally-, tribally-, or individually-owned parcels of land. Although there may be entities that share a particular portion of land or property, there exists a physical document stating the rights of the entities that own it. Land ownership, and therefore property, has long symbolized wealth, status, and power to (most) of the people in this country, and it is no secret that the people who own the most land also have the most money.

Land ownership, domination, and control were the goals of European colonizers since before their feet first touched sand. What the original colonizers and therefore 'creators' of this modern country did not have, is a connection to or respect for another's connection to place.

That settler colonialism relies on ownership and control over land is the foundation for the eradication and attempted erasure of the Indigenous peoples of North America. Since the 'time of contact', or 'invasion', there have been ongoing massacres, battles, and outright wars against Native American tribes. Indian Removal Act of 1830, the Trail of Tears during the mid-1800's, the Gold Rush in 1849, the Homestead Act in 1862, and the 1887 Allotment Act, are all aspects of US history that facilitated in making this invasion the most devastating genocides the world has ever seen (Dunbar-Ortiz, 2014; Risling Baldy, 2018; Wolfe, 2006) - yet it is very rarely even referred to as a genocide. The brutal acts that were, and continue to be committed by European-American settlers have spanned over five hundred years, making them expert murderers (Nelson, 2008).

Genocide

Though we as a country have not changed the way US history is taught in school, it is widely spoken, written, and known that the actions which took place on this continent between the time of European invasion and today, were, and more importantly, are genocidal by intention (J. Kehaulani Kauanui and Patrick Wolfe Settler Colonialism Then and Now; Wolfe, P., 2006; Risling Baldy, 2018). The United Nations Office of Genocide Prevention and the Responsibility to Protect website provides a history of the word genocide. It states:

The word "genocide" was first coined by Polish lawyer Raphäel Lemkin in 1944 in his book *Axis Rule in Occupied Europe*. It consists of the Greek prefix genos, meaning race or tribe, and the Latin suffix cide, meaning killing. Lemkin developed the term partly in response to the Nazi policies of systemic murder of Jewish people during the Holocaust, but also in response to previous instances in history of targeted actions aimed at the destruction of particular groups of people. (www.un.org)

It is important to point out that Lemkin was looking to create a term for something that had already taken place prior to the Holocaust. Of course, from the time of European invasion to the present-day United States took place over a period of several hundred years beginning in the 1600's. The page goes on to define the term genocide:

In the present Convention, genocide means any of the following acts committed with intent to destroy, in whole or in part, a national, ethnical, racial or religious group, as such:

- a. Killing members of the group;
- b. Causing serious bodily or mental harm to members of the group;

- c. Deliberately inflicting on the group conditions of life calculated to bring about its physical destruction in whole or in part;
- d. Imposing measures intended to prevent births within the group;
- e. Forcibly transferring children of the group to another group.

Based on the very blatant evidence provided by a simple Google search regarding killing Native Americans, here are some of titles you'll come across:

- 1. When Native Americans Were Slaughtered in the Name of 'Civilization', by Donald L. Fixico:
- 2. *Mass Killings of Native Americans*, by Equal Justice Narrative;
- 3. The Horrific Sand Creek Massacre Will Be Forgotten No More, by Tony Horwitz;
- 4. The Gruesome Story of Hannah Duston, Whose Slaying of Indians Made Her an American Folk "Hero", by Barbara Cutter (this one is particularly disgusting); and
- 5. This was the worst slaughter of Native Americans in U.S. history. Few remember it., by Dana Hedgpeth.

There are even Wikipedia pages titled *List of Indian Massacres in North America*, and *Genocide of Indigenous Peoples*. "Two years ago Gov. Gavin Newsom described the state's treatment of Native populations as genocide, issued an official apology and created a Truth and Healing Council tasked with producing a report on relations between the state and Native American groups by 2024." (citation) Yet, somehow when some of us talk about how there was an attempted genocide against Native Americans, there are surprised responses, scoffing, arguing against that fact, and even justifying the actions! (*Ka'm-t'em*; Risling Baldy, 2018). According to Dina Gilio-Whitaker in her 2019 book, *As Long as the Grass Grows*, "The United Nations currently does not recognize colonialism as genocide, which is not surprising given that the most powerful members of the United Nations are colonial States" (p. 52). This begs the question, how are we so

behind on the calling-out of colonialism as multiple forms of enacted genocide on Indigenous peoples?

Tribes and Native peoples will always be the first to state that they are people of survivance, whether it is the continuation of their ceremonies and dances, practicing language, food sovereignty practices, regalia making, or sharing stories and songs (Moorehead in *Ka'm-t'em*, 2019; Risling Baldy, 2018). Survivance is defined by Gerald Vizenor as "an active sense of presence over absence, deracination, and oblivion; survivance is the continuance of stories...Survivance stories are renunciations of dominance, detractions, obtrusions, the unbearable sentiments of tragedy, and the legacy of victimry" (Vizenor, found in Risling Baldy, 2018: 8). Needless to say, without genocide, there would be no need for the term 'survivance'.

While the American Indian Movement truly began in 1968 and was further inspired by the occupation of Alcatraz Island in the San Francisco Bay (*Ka'm-t'em*; Gilio-Whitaker, 2019), what we are now witnessing is a new generation of not just American Indian activists and allies, but a convergence of Environmental Justice and American Indian activists and allies who are showing the interconnectedness of the two movements (Gilio-Whitaker, 2019; Sze, 2020). Based on the work of generations of Native American activists and allies, we are now seeing "a preponderance of the research in genocide studies in recent years [that] recognizes Lemkin's foundation on cultural genocide and argues for expanded definitions of genocide. These new definitions include the concepts of social death and ecocide" (Gilio-Whitaker, 2019: 52).

The narrative is changing. Truths are being revealed that have been concealed from the majority of the world for centuries. We are headed in the right direction.

Settler Colonialism

Settler colonialism is a unique form of colonialism and must be understood as distinct from other forms of colonialism. It is important to be clear that settler colonialism is a structure and not an event (Patrick Wolfe, 1999). Settler colonialism operates under the narrative of *terra nullius* (empty land), meaning that there were no other people living on the land. Therefore, settlers moved through this 'empty land' with a logic of elimination (Patrick Wolfe, Jacob van der Walle), meaning that because the land is empty, they are the first to 'discover' it, and therefore they can kill any other people who they may come across. (Rose Soza War Soldier in *Ka'm-t'em* p. 109). During my conversation with Ted Hernandez, Chairman of the Wiyot Tribe, he stated:

I knew it was going to be the younger generation that was going to move us forward. I was doing a talk with the Boys and Girls club in Eureka one day, and we were talking about, you know, the massacre, and you know Wiyot history. And this young girl came to me and says, 'why doesn't the school teach us the true history?' That's like, wow. You're going to be somebody. You're going to ask these questions. You're going to be the person that brings out the truth. You know, these, the children know. They know it's not the true history, and they're questioning us older people like, why is this happening? How come we're not being taught the true history? You know, we want to be taught the true history, not the fake history. And, that, that's amazing.

In addition, the main goal of settler colonialism is to own all the land. Ownership of land is what gives people power. Settler colonialism is a power-seeking campaign.

What's more, is

Colonization is the practice of domination. It involves the subjugation of one group by another. Colonization concerns itself with the conquest and exploitation of the lands, waters, resources, labor, and lives of the Indigenous population. Colonizers subjugate Indigenous Peoples using slavery, murder, displacement, theft, abduction, rape, genocide, and religion. Colonization is not something that just happened in the past. Its effects continue to resonate for generations; and through a system of settler colonial processes and structures, it becomes embedded in the laws, regulations, beliefs, and values of a white settler society that compels the allegiance of Indigenous Peoples to a colonial present. (Yellow Bird, in *Ka'm-t'em*, 2019, p. xiii)

Settler colonialism relies on violence.

The settler colonial system relies on causing harm to people and the planet (Norton, 2006; van der Walle, 2006). When settlers come to a new place and demand that place from its inhabitants, the peoples living there are not going to simply give up their lives and walk away. Colonizers have to forcibly remove the Indigenous peoples' children, cultures, homes, and food (Dunbar-Ortiz, 2014). These actions are all examples of genocide (see above). As stated by Tom Goldtooth (Diné/Dakota), Executive Director of the Indigenous Environmental Network states, "The system ain't broke. It was built to be this way" (Goldtooth, found in Sze, 2020, p. 7). The previous discussion on genocide explains the violence involved in the process of settler colonialism. Also, as anthropologist Patrick Wolfe states, "The question of genocide is never far from

discussions of settler colonialism. Land is life-or, at least, land is necessary for life" (Wolfe, 2006, p. 387).

Furthermore, settler colonial violence is structural and has lasted in society for hundreds of years. Dr. Risling Baldy explains, "Native lives became regulated and bureaucratized, and the systemic and institutional violence inherent to the settler colonial society became part of a "normal" everyday existence" (Risling Baldy, 2018, p. 14).

Violence does not only mean physical violence. It also includes verbal, spiritual, mental, and emotional violence (Artichoker, et al., 2021). As stated in an article by Strong Hearts Helpline, "Since culture and spirituality are often at the core of who we are and our way of life as Native people, being attacked for your identity, background or beliefs is as personal as an attack can be" (Strong Hearts Helpline, 2018). How can Native Americans escape these violences when the entire country has been lied to about who they really are?

The very basis of the violence that I am referring to is the removal of people from their lands, families, and cultures (Artichoker, et al., 2021). Connection to place is the foundation of Indigenous ontologies (Linklater, 2014). Since separation of Indigenous peoples from their ancestral lands is how the US has come to exist as we know it, this continued separation is deeply embedded into American history and culture (Dunbar-Ortiz, 2014).

Settler colonialism is founded in greed.

Greed is foundational to the exploitation and attempted eradication of Indigenous peoples and cultures. As Roxanne Dunbar-Ortiz explains:

The relationship of economic development and Indigenous peoples in the United States is not a twentieth century phenomenon. The collusion of business and government in the theft and exploitation of Indigenous lands and resources is the core element of colonization and forms the basis of US wealth and power. (Dunbar-Ortiz, 2014, p. 208)

Therefore, a fundamental goal of settler colonialism is to keep taking something that isn't yours to make yourself richer, while actively making the 'other' poorer.

<u>Settler colonialism strives for and thrives off of gaining complete control.</u>

As Eve Tuck and K. Wayne Yang state in their well-known article, *Decolonization is not a metaphor*, "The settler, if known by his actions and how he justifies them, sees himself as holding dominion over the earth and its flora and fauna, as the anthropocentric normal, and as more developed, more human, more deserving than other groups or species" (Tuck & Yang, 2012, p. 6).

Furthermore, land acquisition (a.k.a. theft) is *the* goal of settler colonialism. There is nothing more to control if you control all the land. There is nothing more to gain if you've taken all the land and killed the people who used to be there. "In the case of US settler colonialism, land was the primary commodity" (Dunbar-Ortiz, p. 7). Land.

With each of these characteristics, it is impossible to deny the deeply embedded traumas that settler colonialism has caused for the Indigenous peoples of California, the US, North America, and the world. The scary fact is that many people do not understand

that colonization is still happening all around us, or that it even truly existed to the extent that it did...and does...in this country. The truth of this country's history is not the 'truth' that many (particularly white, privileged) Americans are taught. Yet, for many Native American people it is a historical, current, constant, and burgeoning truth.

Historical/Intergenerational Trauma

We can think of trauma as the mind and body's way of reacting as a result of an injury (Linklater, 2014). After years of trauma-focused therapy, there are many tokens I have taken away. One specifically, is that trauma embeds itself within your mind, but also in your physical body. Our mentality, habits, behaviors, and relationships are all affected by trauma, so is it any wonder that these responses can be passed down generationally? (Linklater, 2014) "Trauma is also intergenerational and multigenerational - it is the cumulative, emotional and psychological wounding over time that is transmitted from one generation to the next" (Rakoff, et al., 1966, p. 25).

Historical trauma is the passing down of traumatizing experiences and emotional states generation after generation (Linklater, 2014). Historical trauma refers to "collective and compounding emotional and psychic wounding over time, both over the lifespan and across generations" (Brave Heart-Jordan, in Linklater, 2014, p. 34). "Rooted in genocide, ethnocide and epistemicide" (Walters, 2021) historical trauma can have cataclysmic effects on peoples mental and physical states (Moorehead in *Ka'm-t'em*, 2019; Dunbar-Ortiz, 2014, Brown-Rice, 2013). According to Kishan Lara Cooper, "Research indicates

that there is a direct correlation between historical experiences, such as genocide and boarding schools, and the current social indicators of Indigenous peoples." (Lara Cooper & Lara Cooper, 2019, p. 18).

Historical trauma describes entire countries of peoples. Because settler colonialism has happened in the entire US, and also Canada, South Africa, Palestine (Israel), Australia, New Zealand, Mexico, Taiwan, and arguably many more, it is literally affecting millions...probably billions of people.

Despite the size of the population in relation to other peoples, Indigenous peoples experience the highest rates of health disparities, addiction, and violence [in the United States]. According to Indian Health Services, Indigenous people have the highest death rate in all of the following categories: heart disease, cancer, diabetes, stroke, liver disease, kidney disease, and influenza. Alcoholism rates are 510% higher than the general population; Indigenous teens experience the highest rate of suicide, ten times the national norm; and violence accounts for 75% of deaths for Indigenous youth ages 12-20. (Lara-Cooper, 2019, p. 16)

Native youth in California have to deal with complete erasure when being taught about themselves as if their people or tribe no longer exist and even have to celebrate the genocide against themselves with some American holidays. Schools teach students about the destruction of tribes' resources through lessons on the Gold Rush, California missions, and even in environmental curriculum that ignores the fact that people were on the lands before conservation was "created". The lack of traditional foods and the experiences families share harvesting them is leading not only to increasingly poor diets, but also to Native families spending less time together exercising in nature. These stressful situations lead to all kinds of abuse, including emotional, cultural, sexual, and

substance abuse (Lara-Cooper, 2019; Linklater, 2014; Strong Hearts Helpline, 2018). These abuses become learned behaviors that children see and re-enact as they grow up and with their own relationships. It is a cycle that has been going on since the time of colonization (Linklater, 2014, p. 32)...a cycle that needs to break.

In Dr. Kishan Lara-Cooper's chapter in *Ka'm-t'em* (2019), she states, "It is important to understand that these traumatic occurrences are not anomalies. Rather, they are evidence of intergenerational trauma and on-going oppression." (p. 17). Renee Linklater continues that thought, "Putting the historical context into perspective and framing the discussion around the cause of how families have become traumatized, rather than the resulting issues, encourages Indigenous people to understand their circumstances as a consequence of colonization (Linklater, 2014, p. 26). The biggest issue here is that we know these facts. So what is being done to help resolve these issues?

The answer to that question is: not nearly enough. That is the fundamental reason I decided to take on this thesis project. *Something* needs to be done. And since the source of all of the greed, genocide, and trauma is in stealing land, the logical response is to start giving it back.

Healing through Decolonization...a.k.a. Land Back

Healing

Healing starts with honesty. Unfortunately, our country cannot even be honest about its own past, let alone most of the events that have taken place since this country's

'discovery'. The traumas that have affected this nation - including its people and the land - will not ever go away (Linklater, 2014). They are permanent scars left behind in the minds and bodies of its people and across the landscape. What we can do, though, is address the past and current harms and change our behaviors "in a healing direction" (Linklater, 2014).

While researching Indigenous historical trauma, there is a term that comes up frequently: self-determination (Norton, 2006; Risling Baldy, 2019). This term is at the center of health. This term's meaning is so simple, yet so complex and multidimensional. At its most basic, it means that a person or group of people have the right to self-govern (Risling Baldy, 2018; Smith, 1999).

In *Decolonizing Methodologies: Research and Indigenous Peoples* (1999), Smith finds many ways to define the term. She writes, "Self-determination in a research agenda becomes something more than a political goal. It becomes a goal of social justice which is expressed through and across a wide range of psychological, social, cultural and economic terrains. It necessarily involves the processes of transformation, of decolonization, of healing and of mobilization as peoples" (p. 120). Some ways that Indigenous self-determination can be represented are through the survival and revival or Indigenous art, language, research, culture, passing down knowledge, *knowledge itself*, traditions, food systems and food sovereignty, *connection to the land*, and many, many more (Lara-Cooper & Lara, 2019; Linklater, 2014, Smith, 1999).

Indigenous worldviews are inherently about connection and balance, Traditional healing is "a meaningful step towards attaining a life-in-balance, developing a

commitment to self-improvement and healthy relationships with self, others, Mother Earth, the Cosmos, and the Creator Spirit" (Couture in Linklater, 2014, p. 74). To look back at the last five hundred years of attempted genocide and see that there are still Indigenous peoples here, fighting for their right to self-determination, is it really that shocking that Mother Earth might be rooting for their survival? At what point will capitalistic settler societies come to realize that we are working ourselves to death *trying* to be (we are not, nor will we ever be) in control of the world?

Decolonization

There is a quote by Dr. Knight that makes me smile every time it makes its way onto my social media feed. She says: "Stop calling people resilient without calling out the systems that force them to be resilient or die" (Knight, March 31, 2021). Calling out the systems is the first step. We have a bigger responsibility than that, though. By simply calling out systems such as patriarchy, capitalism, or racism we can bring attention to the issue. To fight back against these systems requires partnering with the sociopolitical groups who are most affected by them, and working to dismantle them entirely.

Decolonization is a pretty popular term these days. Your friends probably use it, your professors teach it, people claim to be doing it...it's becoming mainstream, which I find both awesome and gross at the same time. Let's review some definitions of decolonization: According to Waziyatawin Angela Wilson and Michael Yellow Bird, "Decolonization is the intelligent, calculated, and active resistance to the forces of colonialism that perpetuate the subjugation and/or exploitation of our minds, bodies, and

lands, and it is the ultimate purpose of overturning the colonial structure and realizing Indigenous liberation" (Wilson & Yellow Bird, 2005, in Linklater, 2014, p. 26). I like this definition because it calls for 'active resistance' and 'realizing Indigenous liberation'. It's direct and unapologetic - a preferred trait in my Bostonian opinion.

Another definition found in Michael Yellow Bird's Foreword in *Ka'm-t'em* (2019) defines it as, "both an idea and concept. As an idea, it is the thinking part of the journey-the mental formations that are imagined and planned to make liberation from colonial oppression possible. As a concept, it is the doing part of the journey-taking the necessary steps to overcome the shackles of past, present, and future colonization" (p. xiii). This definition is poetic. The imagery of colonization as a prison guard, and the colonized as a prisoner is highly effective. It also addresses the fact that colonization exists in the past, present, and *future*.

In *Decolonizing* Methodologies (1999), Linda T. Smith categorizes twenty-five decolonizing projects: Claiming, Testimonies, Story Telling, Celebrating Survival - Survivance, Remembering, Indigenizing and Indigenist Processes, Intervening, Revitalizing and Regenerating, Connecting, Reading, Writing and Theory Making, Representing, Gendering, Envisioning, Reframing, Restoring, Returning Democratizing and Indigenist Governance, Networking, Naming, Protecting, Creating, Negotiating, Discovering the Beauty of Our Knowledge, & Sharing.

For each project, she goes into detail about what each means, and how each one is an act of decolonization, showing that there are so many aspects of the world and our lives that are colonized...and we therefore have work to do.

My favorite version of decolonization, though, comes from Eve Tuck and K. Wayne Yang's *Decolonization is not a metaphor* (2012): "Though the details are not fixed or agreed upon, in our view, decolonization in the settler colonial context must involve the repatriation of land simultaneous to the recognition of how land and relations to land have always already been differently understood and enacted; that is, *all* of the land, and not just symbolically" (p. 7). This definition emphasizes that decolonization means to literally return the land. Decolonization used any other way is just a metaphor and meant to make white people feel better about themselves, which will further settler colonialism, and a move to settler innocence.

Land Back

We have likely all heard or seen #LandBack on a social media post or meme somewhere by now, and I love it! Suzanne L. Stewart (2007) states that Indigenous ways of healing are "focussed on restoring balance to the self through relationship with others and the environment" [emphasis added] (Stewart, found in Linklater, 2014, p. 21). Why bother talking about healing and decolonization if we are not talking about giving land back? If someone claims to be an Indigenous activist or ally and is not working towards the rematriation of land, they're lying.

The term 'rematriation' adds to this discourse by offering a decolonized way of thinking about the return of land, or cultural artifacts, human remains, or any number of items that have been taken by means of colonization. I came across this term in 2019

when I was researching the instances of land being returned to a tribe in the US. What I found, is as follows:

Today, repatriation efforts are aimed at assisting our communities to heal from generations of genocide and cultural devastation. But, if "repatriation" involves a "return of prisoners of war to their home country," and is a term used to refer to skeletal remains and sacred ceremonial objects, what term do we use to refer to the "home countries" that are themselves, in many cases, now being "held captive" by the United States? I am referring, of course, to such culturally essential places as Mt. Graham, the Black Hills, the Wallowa Valley, Lyle Point, the lands of the Havasupai, the Western Shoshone lands, and many others. I'd like to propose "rematriation" as a useful concept.

By "rematriation" I mean "to restore a living culture to its rightful place on Mother Earth," or "to restore a people to a spiritual way of life, in sacred relationship with their ancestral lands, without external interference." As a concept, rematriation acknowledges that our ancestors lived in spiritual relationship with our lands for thousands of years, and that we have a sacred duty to maintain that relationship for the benefit of our future generations. (Newcomb, 1995, p. 3)

This definition simply makes more logical sense to me than repatriation (the more commonly used term). Plus, it makes me smile to think about the end of patriarchy and the return of matriarchy. Either way, the terms mean: Land Back.

In Julie Sze's *Environmental Justice in a Moment of Danger* (2020), she offers a quote by Siera Siera Begaye (Dine), "The parallels between the abuse that our Mother Earth goes through and the abuse our Native women go through is heartbreaking. She is our life-giver. She is who we turn to to pray. Praying, surviving, being with all of our indigenous peoples is a step on our continuous journey to healing" (Begaye, found in Sze, 2020, p. 41). At the time that I found this quote, I was talking with a friend about the connection between the way we treat our planet and the current situation we're in with

COVID-19. This quote speaks to that very connection. It speaks to the way I have even been treating myself. Why is it so easy for people to keep abusing the one and only thing that provides life for us?

Tuck and Yang address reasons why people cannot come to terms with Land Back: 1) Fear for admitting the truth about our own nation's history; 2) Lack of understanding...because of fear; 3) Simultaneous desire and repulsion (Tuck & Yang, 2012, p. 8). The nature of colonization and the neoliberal patriarchal world we live in wants us to believe that there are only so many ways to see the world. Control is supremely effective when you scare people into believing that what they don't know *will* harm them. And when we are convinced of a history that tells of the 'savages' that the 'discoverers' of this land set out to exterminate, we tend to believe them. How could we not? It's all we knew.

Well that's not good enough. I believe that it is our job as humans to question everything and come to our own conclusions about who we are and what we believe. "[T]he truth speaks for itself and we should keep uncovering the truth (J. Kehaulani Kauanui and Patrick Wolfe Settler Colonialism Then and Now, p. 257).

Epistemology & Methodology

In *Decolonizing Methodologies* Linda Tuhiwai Smith (1999) writes, "The word itself, 'research', is probably one of the dirtiest words in the indigenous world's vocabulary" (p. xi). I have read and spoken to a number of mostly Indigenous people who feel the same

way. Knowing how research has been used to gain control over, steal from, and further colonize Indigenous peoples across the globe (Smith, 1999, Dunbar-Ortiz, 2014, Linklater, 2014), I have come to also despise the word. Yet, thanks to the English language and for lack of many other better words, you'll find the dirty word sprinkled throughout this thesis and particularly in this section.

In addition, I am compelled to say that for the longest time I was afraid of my writing not sounding smart enough, or using the 'right' words. To quote Linda T. Smith (2014) again, "There is no difference between 'real' research and any other types of inquisitive or acquisitive strangers" (p. 3). The whole construct of 'who can do research' or 'what research is' is just that: a construct. It's false. Throw those ideas out the window - they are not useful or accurate.

While I can sit here and tell you about the theoretical frameworks that I employed in order to conduct this research, which I did, it feels much more appropriate to be honest about this process. I am a non-Native, white settler. Being who I am framed my ability to access specific information along the way, which I am grateful for in this case. Had I been a person of color (potentially specifically Native), my relationships and initial interviews would likely not have resulted in the same amount of information.

Because there is no approved/printed/instructed way of returning land to a tribe (each instance is very, very different), this has been an inherently iterative process. The team I have worked with have discussed a plan of action, taken steps towards completing said plan, and when confronted with an obstacle, reconvened to discuss the obstacle and navigate around it. Because this project was being enacted on behalf of the Wiyot Tribe,

it has been and continues to be vital that I meet regularly with the Tribe - not just to keep them updated, but to ensure that I maintain working on the project in the way that aligns with the Tribe's wishes for Goukdi'n. Check-ins usually include the Wiyot Tribe Chairman, Ted Hernandez, Tribal Administrator Michelle Vassel, former Natural Resources Director, Eddie Koch, Natural Resources Director, Adam Canter, and Wiyot Cultural Center Manager, Marnie Atkins. The following frameworks and theories have helped me navigate these steps, yet the most important consideration while working with this team has always been forthcoming transparency.

As I have grown into myself over the last few years, maintaining an internalized intersectional feminist epistemology has helped me get through the hard parts of this project while remaining present and thoughtful during my interviews. Intersectional feminist theory allows me to introspectively question my own ideas and experiences, and understand how they relate to my co-researchers. "[I]ntersectionality means looking at the intersections of people's identities. It's a type of feminism that takes a look at how different people from different backgrounds have experienced oppression" (Pham, 2018). This framework helped me avoid replicating hegemonic power structures as much as possible, though I am not and never will be perfect. "The idea that we experience life, sometimes discrimination, sometimes benefits, based on a number of identities" (Crenshaw, [video] 2015) assists in reflecting on my own various oppressions and benefits in life, reminding me that my own perspectives and opinions are important, but that there is always room to questions why they exist.

In addition, as this project is an act of decolonization - specifically regarding land return, it is important to evaluate the theory of Native feminisms. As Mishuana Goeman states,

[Ef]fective Native feminist practices call into question and disorient colonial narrations of "authentic" Native places, bodies, and sets of relationships that sever ties between Native communities, families, and individuals. Native scholarship will put into practice cultural spatial narrations that mend rifts rather than exacerbate the colonial divides. A Native feminist spatial practice critically examines its own positioning and moves us toward destroying Western schemas that hold patriarchy in place. ((Re)Mapping Indigenous Presence on the Land in Native Women's Literature, 2008, p. 295)

Native feminisms must inherently be plural, because to have one, stagnant definition is counter to the very point of the term (Johnson, 2016). The goal of this theory and practice is to question everything that the US is based on and what it has become in order to do away with settler colonialism and all of the harm that it has brought about (Risling Baldy, 2018). Land Back is inherently a Native feminist practice, and I aim to disorient settler colonial structures, and mend rifts with this work.

I began this project by spending day after day conducting archival research in the Humboldt County Recorder's Office as well as in the Humboldt Room in the HSU library, developing a historiography of the ten parcels of land that create the 884-acre tract in Goukdi'n. Even though I thoroughly enjoyed the time that I spent flipping through old - very old - handwritten documents, looking through the names of people who had lived 100-plus years ago beautifully scripted onto the page, there is something that felt very insufficient about this process as well. The history of Goukdi'n *did not* begin in 1860 with the Homestead Act or the patents that first granted settlers 160-acre

tracts of land. Goukdi'n has been in relationship with the Wiyot Tribe since time immemorial. That 'beginning' is the unfortunate, colonized starting point that is a required aspect of doing research on Goukdi'n. This is where the US government wants us to think history begins (Save California Salmon, 2020; Dunbar-Ortiz, 2014), and the patents and deeds that recorded the transfers are records of colonization. They attempt to render any history beyond these 'original' documents inaccurate or irrelevant - since those histories are unrecorded, they are therefore 'unverifiable' (Save California Salmon, 2020; Dunbar-Ortiz, 2014).

Through my investigation of the history and use of the land after the Wiyots were dispossessed, relocated, and in many cases murdered in the mid-1800's, I was able to paint an almost complete picture of the history of these parcels from the time of the Homestead Act in 1862. The partial information that I was able to collect was presented to the Wiyot Tribal Council for their approval of this project, and once approved, the real work was to begin. I fully intend to complete this historiographical aspect of this project and create a story map for the Wiyot Tribe to be able to share as they wish.

The entire project has been and will continue to be founded in a version of participatory action research (PAR). While traditional methods of conducting research utilize top-down methods to gather information, naming a 'researcher' and a 'participant', PAR utilizes a horizontal relationship between all parties to the researchers. 'Participants' are more properly referred to as 'co-researchers', and are instrumental in defining and creating knowledge, as well as shaping how the research is conducted (Page, 2011). Participatory action research is not only a means of creating knowledge, and a tool for

education, but it also represents the idea that all people create knowledge (Fals-Borda, 2001; Gaventa, 1991).

During this process, the individuals that I worked with at HSU and at the Wiyot Tribe have become more to me than just co-researchers. They are my friends. As my friends, I see us as equal contributors to this project and could never feel comfortable calling it simply 'my own'. We have all played integral roles in the development of this thesis.

As I move through the project I continue to engage in constructivist grounded research theory. This theory enables me to seek to realize a social process (Charmaz, 2001) while the data guides the research itself. My direct engagement with individuals allows me to follow the data and build new theories based on my analyses. The shared experiences between myself and the team will create guidelines for future Land Back endeavors. It is important for me to complete these processes being informed by the Tribe's research concerns and protocols, and I have therefore followed the guidance of Chairman Hernandez and the Wiyot Tribal council every step of the way.

Being an outsider to Indigenous knowledge and culture, I lack the complete capacity to understand some of the Wiyot knowledge I have encountered. The Wiyot Tribe has been so open and generous with their time and in sharing their individual perspectives and histories with me. Yet, as an outsider to their history and culture, I cannot claim to understand all aspects completely. The framework which best discusses this situation is that of insider/outsider theory. According to this theory, "the Outsider has neither been socialized in the group, nor has engaged in the run of the experience that makes up its life,

and therefore cannot have the direct, intuitive sensibility that alone makes empathic understanding possible" (Merton, 1972). Although I strive to decolonize my own thoughts and methods not just while working with the Wiyot, but in general, having been raised in a white, upper-class community will prevent me from being able to wholly connect to the material.

In an attempt to question and dismantle settler colonial constructs of 'truth' (Foley, 2003) and power, I use critical race theory. While positivist approaches seek an objective set of facts and clarity, critical race theory purports to loosen repression of more subjective versions of truth, as well as knowledge holders. Critical theory means to "free individual groups and society from the condition of domination, powerlessness and oppression, which reduce the control over their own lives" (Rigney, 1999, p. 118), and "encourages indigenists, as well as nonindigenous scholars, to confront key challenges connected to the meanings of science, community, and democracy" (Denzin, et al., 2008). Therefore, this theory helps inform me how to seek new definitions for terms, such as 'ownership', and 'property', while not feeling burdened by oppressive power structures (Smith, 1999).

Because of my partnership with the Wiyot Tribe on this project, it is inherent that Indigenous epistemology has informed this research. Fikret Berkes and Roy Dudgeon write "IK [Indigenous Knowledge] has been used to refer to the local knowledge of indigenous peoples or to the local knowledge of particular cultural groups" (2003). Therefore, Indigenous epistemology is "a cultural group's way of thinking and of creating, reformulating, and theorizing about knowledge via traditional discourses and media of communication, anchoring the truth of the discourse in culture" (Gegeo and Watson-

Gegeo, 2001). It is important for me to remember that I am acting as a facilitator, and it is the perspective and direction of the Wiyot Tribe which is the true guiding force of this research.

Because Goukdi'n is not yet owned by the Wiyot Tribe, the project is not complete. I continue to work with HSU and the Tribe as we move in the direction of this land being returned. It is important to note that Chairman Hernandez and the other Wiyot people who I have been working with have always been explicit about 1) wanting the land back, and 2) that they would continue to collaborate with Humboldt State to provide students and faculty the ability to engage with groundbreaking research in the forest once it is returned.

The return of Tuluwat provides a clear example of the Wiyot Tribe's dedication to community engagement; there are still two parcels that are privately owned which were not transferred to the Wiyot. The Wiyot has not hassled the owners or made them feel uncomfortable for keeping their homes where they are. They would not dream of asking them to leave their homes - that would be rude.

As we continue to navigate the process, there will be more collaboration and reflection. Ultimately, this project has and will continue to contribute to the community-based collaborative efforts between state, private, and tribal entities.

To bring an end to this very long introduction, I wish to quote a California Native historian and former HSU professor, Jack Norton: "In the telling and in the listening, humanity meets." (*Genocide in Northwestern California: When Our Worlds Cried.* San Francisco, CA: Indian Historian Press, 1979). This thesis is the story of Goukdi'n, past to present. It is the telling of perspectives and understandings of what it means to return

Goukdi'n to the Wiyot and to the community. It is the stories of people who have sought reconnection and healing with this place. I have situated myself in the role of listening and conveying those messages, in an effort to bring some kind of healing for humanity.

CHAPTER 1: HISTORY OF THE LAND

It's twisted. It's sick. It's kind of like this country was founded on by genocidal, criminal minded...really maniacs...and it just bloomed from there.

~ Eddie Koch (Yurok), Former Director of the Natural Resources Department for the Wiyot Tribe

When I think about how long my ancestors have been in the United States, it's less than a blip on the radar compared to the existence of Native American peoples on these lands. It feels completely wrong for me to try to provide you with - and publish - the 'history of this land'...yet here I am.

Through my hours spent in the Humboldt County Recorder's Office in Eureka, I've become pretty well versed in what has happened to the parcels in Goukdi'n since colonization. California has a long, rich history that goes back to 'time immemorial', as many Indigenous peoples refer to it. In fact, the more studies that come out by Western scientists, the more they are catching up with the fact that Native so-called Californian's have been coexisting with these spaces for thousands and thousands of years (Wade, 2018). The true and full history of this region, all of California, or the US isn't taught to us in school until we choose to seek out that education at the college level in a Native American Studies course or the like.

The goal of this chapter is to do a brief dive into the true history of the US, narrowing the scope as it progresses and ending with the history of the parcels in Goukdi'n that is the focus of this thesis. I am fortunate to have had the opportunity to

experience California's history taught to me in many forms, in the classroom, in books, in hosting webinars with some of my wisest friends and colleagues, and through one-on-one conversations with some of those same people. For me, the truest versions of California's history come from the Indigenous peoples that have ancestry that expands back to the dawn of humans in North America. The personal and passed down family stories that have been shared with me are breathtaking, impactful, sometimes terrifying, other times hilarious...and sometimes a mix of both.

I too find beauty in some of the ways I have learned about California's history from a non-Indigenous lens. Although the connection to place is absolutely not as deep, there is still a connection, and there is still meaning. At some point during my education in the Environment & Community program I started to distrust or at least discount many white/settler perspectives on life and land. That is a somewhat legitimate response to the anger I feel for what has been carried out and carried on by settlers and their descendants (including myself). However, there are many Indigenous allies and individuals who are doing important work to bring us back into balance by centering Native peoples' voices and ways of life. These people should not be discounted, and for their perspectives I am grateful as well.²

² Roxanne Dunbar-Ortiz's *An Indigenous Peoples' History of the United States* is an essential read for every.single.person. There is even a high school version that is more suited for younger readers. I highly recommend you go out and purchase a copy from Beacon Press. Much of what is included in this chapter is information that I have gleaned from Dunbar-Ortiz's remarkable book.

Brief US/California History

As originally stated by George Santayana, "Those who cannot remember the past are condemned to repeat it" (Satayana, 1905, p. 284). Somehow, Americans seem so convinced that we are not continuously repeating history because of the technological advances that signify capitalism's footprint on humanity's history. We tend to think that all of these tools and toys that we use for hours a day makes us a smarter and more progressive society. Yet, technology hasn't helped us advance as a society at all (Klein, 2021). Technology is just a band aid solution – a mere means to an end. It is not the answer (Brown, 2017). What I consider to be more advanced, is being able to live in a reciprocal, balanced way with the world, knowing that I have everything I need to care for myself and my community, while not destroying what the planet has provided me. If we are trying to be an advanced society, we need to get back our connection to the land.

"Everything in US history is about the land" (Dunbar-Ortiz, 2014, p. 1). Land is the reason Columbus and every other explorer came to this continent. The 'culture of conquest' began in the eleventh century during the Crusades. Explorers and Crusaders traveled from Europe to the Middle East and North Africa, spreading Christianity as their excuse for colonizing these regions, and making some families very rich. The continuation of the greed-driven journeys eventually led explorers across the Atlantic. By the time these voyages had made their way to the Americas, colonization was a very well-established practice (Dunbar-Ortiz, 2014).

Upon encountering Native American peoples, Europeans already had white supremacist beliefs from their Christian Crusades.

[W]hiteness as an ideology involves much more than skin color, although skin color has been and continues to be a key component of racism in the United States. White supremacy can be traced to the colonizing ventures of the Christian Crusades in Muslim-controlled territories and to the Protestant colonization of Ireland. As dress rehearsals for the colonization of the Americas, these projects form the two strands that merge in the geopolitical and sociocultural makeup of US society. (Dunbar-Ortiz, 2014, p. 36)

The settlers therefore took their learned skills and practiced them on a new set of people. The stories we hear about how settlers tried to make friends with Native peoples are (at best) an exaggeration. Even today we are taught as children that 'savages' killed the 'innocent' settlers' families, forcing them to retaliate for their own life's sake. Yet, the attempted genocide of every Indigenous person continued, justifying it by categorizing them as lesser peoples. "The Native people of America were viewed as the 'other'.

Labeling Native people as the 'other' was an exploitative tactic that displays the ill treatment of Native peoples. European culture was delineating the border, the hierarchal division between civilization and wilderness" (Takaki, 1993, p. 31).

As a result of the intentional defamation (and murder, rape, and torture) of Native American men, women, and children, wars did break out between settlers and Natives. Settlers were not only encouraged, but paid to kill Native peoples (Dunbar-Ortiz, 2014; Save California Salmon, 2020). After a couple hundred years of attempted genocide through starvation, displacement, assimilation, disease, and murder, settlers realized that they had to come up with something else. By the time the US claimed its independence in

1776, Indigenous peoples had already been fighting for their rights and freedoms for *two hundred years*. "Indigenous nations had defied the founding of the independent United States in a manner that allowed for their survival and created a legacy-a culture of resistance-that has persisted" (Dunbar-Ortiz, 2014, p. 79). This legacy has never ended, and it is how Native Americans survived.

Over the next couple hundred years the US created treaties with tribes across the continent. Treaties are agreements *between nations*, therefore each treaty inherently acknowledges the fact that each tribe is its own nation, entering into an agreement and relationship with the United States. Treaties are mentioned in the US Constitution in Article VI:

This Constitution, and the laws of the United States which shall be made in pursuance thereof; and all treaties made, or which shall be made, under the authority of the United States, *shall be the supreme law of the land*; and the judges in every state shall be bound thereby, anything in the Constitution or laws of any State to the contrary notwithstanding. [Emphasis added] (U.S. Constitution, 1788)

I want to be clear: the US Constitution states that these treaties "shall be the supreme law of the land."

Between the time of the Revolutionary War and the Civil War there were about 368 treaties created with tribes (Save California Salmon, 2020; History.com, 2021). Each treaty was different, though many outlined a peaceful relationship between the parties, boundaries of land that a tribe was 'provided' as a result of the treaty, rights to use the land as the tribe deemed necessary, and protection from outside forces (Taylor, 2019).

Despite treaties, though, the US continued its exploitation, excommunication, and extermination through "the Indian Removal Act of 1830, the Great Removal of the 1830's (the Trail of Tears), the Gold Rush, and countless broken treaties [which] are just a few examples of the United States tactics to take land and resources from Native peoples for profit." (Nelson, 2008, p. 4). Each one of these historical events was a genocidal act. And every single treaty that the US has signed or made with a tribe has been broken in some way (Dunbar-Ortiz, 2014).

By the time colonization made its way to California, there were close to one million people living in the region and about 310,000 Native peoples (SCS webinar). Spanish invasion began long before the English settlers arrived, and therefore California Natives and their ways of life were already under attack. Spanish settlers created missions up the California coast to the San Francisco Bay area during the 1700s, forcing Indigenous peoples into slavery, relocation, and assimilation. In 1847 California was seized from the Spanish and the following year there was a literal flood of Anglo settlers. "With the discovery of gold in the following year, the population of California boomed and the white population multiplied by ten in 1850, reaching approximately 100,000 whites. Two years later the population had more than doubled again, reaching 250,000 in 1852" (Nelson, 2008, p. 7). As Dunbar-Ortiz states, the Gold Rush "brought death, torture, rape, starvation, and disease to the Indigenous peoples whose ancestral territories included the sought-after goldfields north and east of San Francisco". Often, California Natives refer to the Gold Rush as 'the end of the world'. In fact, the Gold Rush was so successful that "US occupation and settlement exterminated more than one hundred

thousand California Native people in twenty-five years...quite possibly the most extreme demographic disaster of all time" (Dunbar-Ortiz, 2014, p. 129).

Over the next half-century, the atrocities that took place against California Native peoples in the name of the United States of America and in the hunt for gold are among some of the worst stories I've literally ever heard. You can read about them in books, news stories, or published articles. Eventually settlers/genociders realized that they couldn't kill all the Indians - no matter how hard they tried (it cost the US government \$1M two years in a row before they pulled the plug (Norton, 1979 p. 76; Save California Salmon, 2020).

The government then decided to make treaties with California Tribes. Tribes were given promises - nation to nation - that they would be protected and they would have reservation land to live off of. Tribes agreed to move to specific lands set forth in their treaties, and began moving themselves. When the treaties were brought to Congress to be ratified, though, Congress denied their ratification and instead put them under an injunction of secrecy (Heizer, 1972; Norton in Lara-Cooper and Lara, 2019, Save California Salmon, 2020). Nobody told the tribes.

By July 1852 eighteen treaties, setting aside 8.5 million acres, were sent to the Senate. However, a coalition led by the two senators from California called for non-ratification. The senators declared that, "too much good land was being given to Indian savages." (Norton, in Lara-Cooper & Lara, 2019, p. 118).

The tribes who had made these agreements of 'friendship and peace' (Heizer, 1972, p. 1) moved to their newly arranged location, and were then told they had

abandoned their land. There are currently tribes in California that are still unrecognized by the federal government because of their unratified treaties (Save California Salmon, 2020). Actually, out of at least 500 tribes that lived across California before colonization, there are only 109 federally recognized tribes today. In addition, there are fifty-five unrecognized tribes, and twelve that have been terminated. The fact that colonization didn't succeed isn't a testament to the colonizers themselves, it is a testament to the Indigenous Nations of (what we have come to call) California. "California Indigenous peoples resisted this totalitarian order...Without this resistance, there would be no descendants of the California Native peoples of the area..." (Dunbar-Ortiz, 2014, p. 129).

Dr. Cutcha Risling Baldy discusses the impact of invasion and genocide for California Natives, "The brutality of California Indian history is palpable to contemporary California Indian peoples, and it is difficult to summarise the widespread violence and destruction that invaded the once peaceful and abundant territory of my own people" (Risling Baldy, 2018, p. 52). What Risling Baldy means by 'palpable', is that today, many California Native peoples have heard first-hand stories from their grandparents or great grandparents on their personal experiences during invasion (Risling Baldy, 2018).

Humboldt History

As Spanish invasion traveled up the coast, modalities of genocide against

Indigenous peoples worsened. Initial 'contact' in Humboldt County took place in 1775 by

Don Bruno de Hezerta. The following is Dr. Cutcha Risling Baldy and Dr. Kayla Begay's rendering of de Hezerta's interaction with the Yurok peoples:

Sexual aggression against native women was often among the first recorded acts by the Spanish in encountering native peoples in Northern California, and though they were there to trade, they also threatened the village with whippings, kidnapping, and seizure of property. Their departure on June 19, 1775 was welcomed. (Risling Baldy & Begay in Lara-Cooper & Lara, 2019, p. 46)

Throughout the rest of the 1700s and early 1800s there were many more expeditions that led to Northern California, with Captain Jonathan Winship, Jr. being 'the first man to discover Humboldt Bay'. In 1850 there was a contest to see how many people could actually find Humboldt Bay, which brought an influx of settlers to the Wiyot's shores (Wiyot.us, 2019). E.H. Howard and H.H. Buhne became "the first white men to enter Humboldt Bay in April 1850" (Wiyot.us, 2019; Risling Baldy & Begay, in Lara-Cooper & Lara, 2019, p. 46). These two decided to name the Humboldt Bay Area after a scientist: Alexander von Humboldt. Slow.Hand.Clap.

It apparently wasn't a signifier to Howard and Buhne that this area already had people living there, and therefore it must *already* be named. The act of renaming is in fact an aspect of settler colonialism. "Just as colonial place names and naming practices have helped to construct colonial stories about the land and its inhabitants, Indigenous place names are also powerful vehicles for narrating history and inscribing the landscape with meaning" (Gray & Rück, 2019). So, when settlers came into a new place and named it after their old town back home, or their daughter, or horse (seriously), it was a deliberate attempt to erase Indigenous peoples, stories, places, culture, and histories.

Present-day Eureka Bay was home to the Wiyot tribe; a people of Pacific Northwest coast culture, which included living amongst dense forests, rivers, and the ocean (Murray & Wunner, 1980). Prior to any contact with white colonizers, the Wiyot were suspected to have between two to three thousand tribal members. The Tribe's ancestral territory included around thirty-five miles of redwood forest-lined coast extending from Little River near Trinidad to Bear River Ridge near Scotia, and east to Berry Summit and Chalk Mountain. The rocky beaches, sand dunes, marshes, and rivers were accents to the forests that used to exist in this region. Wiyot peoples have lived in this region since time immemorial. Their connections to the land, waters and more-than-human relatives are solidified by their ceremonial practices and their cultural arts are testaments to the complexity of their societies. In my conversation with Marnie Atkins, the Wiyot Cultural Center Manager, she stated,

If you look at the landscapes, there are hazelnuts growing in places where hazelnuts shouldn't grow. That's because we developed them. We planted them, we cultivated them. Right? We're horticulturalists. We're farming, you know, we did that. We made sure we put them in a place where they would grow and be healthy. And...we wouldn't have to go out with a big bucket of water, because of the way that the land is, they got watered themselves. (Marnie Atkins [Interview], May 14, 2021)

Hilanea Wilkinson, a twenty-year-old Wiyot Tribal member, and Natural Resources Department Technician, describes some of the many natural resources that the Tribe had access to prior to invasion:

[T]he climate here is really mild and, we've got plenty of access to woodlands, and there's the berries and all the plants that we can gather. So, it's just a really good ecosystem around here. We can go fishing in the rivers, you know...if they had fish...but in the ocean, gathering the clams. I feel like it's a really good place to set up a tribe, pretty much.

For example, in Jacoby Creek Forest, you've got all the berries, you've got that really good soil to plant things, and good hunting, and it's just a really great area to be in. (Hilanea Wilkinson [Interview], June 30, 2020)

Wilkinson goes on to speak of the way that she was taught by her relatives how to stay in connection with her food, culture, and place:

We gather and we change the places we gather each time so we don't over-gather. We're not going to kill all the tea that we pick, and just kill it. And so...me and my grandmother would go out and gather over in over Gasket, and get swamp tea or Labrador tea or tree tea as we just call it. And we just pick off the top new shoots coming out. So, the new ones will come out and just pruning it so it helps it grow better, and we don't just strip sticks. And if we kill a deer we use all of it. We use the antlers, we use the bones, the hooves, we eat the eyeballs and the tongue and everything. (Hilanea Wilkinson [Interview], June 30, 2020)

...and to pass that knowledge down intergenerationally:

It's really important to pass that down to future generations. I've been getting on my grandma lately. When she turned eighty, and she's like, 'oh, let me teach me this.' I was like, 'yeah, I know, you taught me a lot. You need to learn to write it down, Grandma, you never know, I might forget, somehow forget.' And so I bought her a little leather notebook. I was like, 'start writing down your recipes. And like, just like random stuff you remember.' (Hilanea Wilkinson [Interview], June 30, 2020)

After the arrival of gold and land seekers, it is estimated that the Wiyot's population dropped ninety-five percent between 1850 and 1860 – just one decade; down to about 200 individuals. Despite their attempted eradication, the Wiyots that survived never gave up. They continue passing down their knowledge and culture generation after generation.

Tuluwat Village, on the island of Tuluwat, is a holy and sacred site to the Wiyot peoples. This site had been used for thousands of years for ceremonies, hunting and

fishing, daily activities such as food preparation and as residences for some Wiyots.

Tuluwat Village is also the center of the Wiyot's spiritual and religious world, and their creation stories revolve around the island. One of the main functions of Tuluwat Village was the annual World Renewal Ceremony in which the Wiyots would bless the new year and ask for peace and harmony in the universe.

The ground beneath Tuluwat, the Wiyot village, is an enormous clamshell mound (or midden). This mound, measuring over six acres in size and estimated to be over 1,000 years old, is an irreplaceable physical history of the Wiyot way of life. Contained within it are remnants of meals, tools, and ceremonies, as well as many burial sites. (Wiyot.us, 2019)

The most well-known and significant massacre of the Wiyot people took place on the night of February 26, 1860, known as the Indian Island massacre. On the last night of the Wiyot's World Renewal Ceremony on Tuluwat, an island in Eureka Bay, somewhere between eighty to over two hundred elders, women, and children were brutally murdered in their sleep. The remainder of the Wiyot people temporarily took refuge at Fort Humboldt, and were later forcibly relocated to reservations elsewhere (Wiyot.us, 2019; Risling Baldy, 2018).

With Wiyot people either dead or removed to Fort Humboldt, Tuluwat and the surrounding Wiyot territory endured more than a century of abuse by its new settler occupants.

It was diked to drain the saltmarshes to create land for cattle grazing. A series of lumber mills left a toxic legacy, as did a dry dock boat-repair shop that operated on the island for 120 years. In the early 1900s, the island was home to the Sequoia Yachting and Boating Club, where Eureka's wealthy and elite would boat across the bay for days of

swimming and picnicking and rollicking evening balls. (Greenson, 2019)

In 1908 the Federal Government established three Rancherias in Wiyot territory. The Table Bluff Rancheria (now Wiyot Tribe), the Bear River Band of Rohnerville Rancheria and the Blue Lake Rancheria continue to thrive today. In 1958 Congress began terminating California Indian tribes. They terminated thirty-four in total which included all three of these rancherias. However, as a result of class action lawsuits and suits filed by the tribes all three of the rancherias were once again recognized by the Federal Government in the early 1980s. Since this time, the Wiyots' homeland has been passed back and forth between the hands of mainly private individuals and corporations, with little to no consideration of the people who called it home for thousands of years. Today the Tribe has around 350 acres of land as its territory, none of those acres include the redwood forests that were pervasive throughout their ancestral territory.

There is still a lot of healing to do, and reconnecting the Tribe with Goukdi'n is one of those steps. As Marnie Atkins states, "I think people often portray this poor Wiyot people. Poor, poor Wiyot people. And I think that, yeah, a lot of bad shit happened. A lot. Devastation for sure. But, we survived. And we are beginning to thrive in a way that wasn't possible before" (Marnie Atkins [Interview] May 14, 2021). Connecting the Tribe with their forests is certainly a step in the right direction.

History of the Jacoby Creek Forest Parcels

In Humboldt County, a few small rural cities are surrounded by vast forested areas which, to the naked eye, appear to be connected. However, when looking at a parcel map, it is easy to tell this is not the case. During the mid-20th century, logging companies were purchasing much of the uninhabited land in order to clear-cut the forests and turn a (huge) profit. When most of the old-growth redwood and Douglas fir trees had been systematically removed, just like their human relatives just a century before, there was not much use for the land. The timber had to regrow, yet the timber companies (Sierra Pacific, Green Diamond, Ford Logging, etc.) held onto the land. Due to price increases of real estate on the West Coast in particular, this is a seller's market.

Part of Wiyot ancestral territory is Goukdi'n, incorrectly renamed and referred to locally as Jacoby Creek Forest. Culturally speaking, there are many natural resources that the Wiyot would have come here for, including food, medicine, housing, and basketry materials. Some of these include redwood, sitka spruce, red alder, big leaf maple, western red cedar, red and black huckleberry, Western hemlock, yerba buena, wild ginger, salal, maidenhair fern, chain fern, hazelnut, and tan oak. There were many ways in which the Wiyot would have managed the land, including; prescribed burnings, harvesting trees to build homes, harvesting berries, seeds, grasses and clovers for food, and basket-making materials, harvesting salmon, steelhead, mussels and clams for sustenance, and hunting deer, elk, bears, ducks, geese, pelicans, etc. (Murray & Wunner, 1980). The relationship that the Wiyot have with this land is what Dr. Zoe Todd calls a 'storied landscape'. It's

one that is reciprocal, meaning that the land cares for the people just as the people care for the land. Therefore, reconnecting the Tribe with Goukdi'n means they are reconnecting with their family, and with their home. Ted Hernandez, Chairman of the Wiyot Tribe states, "the land will always be a part of the Wiyot people and, you know, that's our job is to take care of it, just like we're dealing with Tuluwat now, you know." (Chairman Ted Hernandez, [Interview], June 25, 2020).

In 1862, shortly after the Tuluwat Massacre and removal of the Wiyots from their ancestral territory, President Abraham Lincoln signed the Homestead Act. This legislation granted any American a 160-acre plot of 'public' land in exchange for a filing fee. The purchaser had to build a home and maintain continuous residence on the land, while making improvements and farming it. This Act single handedly caused the voluntary occupation of white settlers in 270 million acres of land across the US until it was repealed in 1976 (National Parks Service, 2021; History.com, 2021). Because settlers were encouraged to kill Native Americans, and further motivated by their greed for privately owned land, finding 'empty land' to claim as their own simply came down to erasing the people who were already there.

Humboldt County was no different, and 160-acre parcels were being purchased all over Wiyot lands, including in Goukdi'n. Once the lands came into private ownership, the new owners could do whatever they wish with their property. For the next hundred years or so, the ten parcels in the HSU Jacoby Creek Forest were transferred from one settler to another via private sales, bankruptcies or estate settlements. There were easements placed on the properties so that roads could be built in and out of the forest,

and a few trees could be cut down for a profit. There was not much construction other than a few cabins and bridges across streams, likely because the terrain is steep, dense, and wet.

During the 1950s timber started becoming a commodity and, due to the giant old growth redwood trees in the region, lumber companies began purchasing the land from private owners. In this particular area, Simpson Timber and Sierra Pacific Industries (SPI) were purchasing most of the land. Sierra Pacific Industries is a large forest services corporation that owns more land in California than any other private entity. With their main service being logging, they have been profiting off of forests in Humboldt County beginning in the mid-1900s. It was not until around the 1980s that each of the ten parcels ended up in SPI's hands, held by the family corporation named R. H. Emmerson and Sons, LLC. Since this time, the land has been deemed a timber production zone, preventing further development of the area, and allowing the owners to cut as many trees for profit as they like.

The parcels have been logged over and over since then, destroying the old growth redwoods and the rest of the unique and diverse ecosystem, likely in addition to many Wiyot cultural resources and more-than-human relatives. The next chapter of Goukdi'n's story takes place when Mark Andre, former Director of the Environmental Services for the City of Arcata, learned of the parcels, and formed a plan to connect the City's upper and lower Jacoby Creek Forest.

[M]any years ago, we created a conceptual area protection plan for the Jacoby Creek watershed that mapped potential future areas. Some of them unbeknownst to the property owners that they were included in

this potential strategy. But, I got that approved by the Resources Agency because we were looking to restore, enhance and protect the lower portion of the watershed for improving fish habitat. The creek had been altered a lot. So, we took some steps such as retiring water rights that we acquired for in-stream flow, um, and um, concerned about subdivision conversion and other things on lower Jacoby Creek and then expanded that to the upper watershed. So, in 2000, I mean, the City owns the property up there they got in 1944 simply for a water supply that never got used for that purpose. And we tried to expand it in a strategic way so that it didn't turn into a kind of surrounded little island habitat with ranchettes, gated roads, dogs, cannabis farm, other things that may compromise the integrity of it. But getting more up to date...Sierra Pacific simply threw out with hardly any warning the fact that they were going to auction off 967 acres of land that we thought was probably at least going to stay as undeveloped timberland, managed more intensively, of course than the city does. But I would at least be, you know, natural resource-based. So, at the time I had, I got the City Council to back me, we bid on it, but the only bit that we could do was fair market value to be determined by a mutually agreeable appraiser and grant funds. And I hired an appraiser to do a limited appraisal, what kind of number can you get, because they had a price point, and they couldn't get there. So basically, that project just cooled off for a while because they weren't going to sell it to us for what everyone else thought the value was. They wanted more. So, few years go by, and I tried to be ready in the future. If the opportunity came, so now and then the Vice President at Sierra Pacific, I just say 'We're still interested, blah, blah, blah.' So it was years of that kind of like, bumping into people. So I said 'If you ever think of selling it...' They go, 'Well, we want this much for it.' And I'm like, 'Okay, well, can't do that. can't pay more than fair market value. Because we're government agency.' Meanwhile, we acquired a few other pieces around from Barney, Luchessi, that forest and then you know, we have this permit that has a 2500 acre limit to it and less and it gets canceled. It's an NTMP. [We] didn't want to reach that threshold. So, I also talked to Trust for Public Lands and got them to do timber inventory with Western Timber, just to have a better insight on that value part of the property was. And then they called one day and said, 'Are you still interested?' And I go, 'Yeah, yeah.' And at that time that we have a pretty solid relationship with HSU fisheries, wildlife, forestry. We're trying to involve them in our program as much as possible just to have more people on the ground and the mission, part of the mission the city has is to provide an opportunity for education, research that type of thing, not just for students, but for other researchers. And we were, we've talked about it years ago, too. haven't

tried to still try and keep trying to involve more of the Native, tribal interests and utilizing the landscape. It's open for that purpose. So anyway, we bought some other land behind Humboldt State. So, it started us up our 2500-acre limit in our permit. And Trust for Public Lands, they had a relationship with Sierra Pacific, Emmerson, especially Mark Emmerson from some deals they did in the Sierra Nevada for some conservation projects, but they and they told me 'Good luck.' They're probably not going to sell it. He's gonna sit on it for another ten years. So, I thought of Mark Emmerson grew up in Arcata, right. Red Emmerson is his dad, so there's some fondness there. So, I thought that trying to add HSU as a partner might be appropriate. And maybe that would resonate with them. It did. So, they gave us a shot at it, they gave, basically gave us a chance, a couple years to raise the money and got a new appraisal, which they agreed to...For Arcata's program, these are a little, small community-based forestry program, to have a better chance at long term success, partnerships are pretty important in Humboldt State in the natural, because of how much they utilize the community forest, and how much we can get out of students, studies, and everything else. And so, that partnership resonated with Sierra Pacific, as well as the funding agencies. So, all five grants, hit on that theme, of education, research, as well as the natural resource protection, things that are recorded on title and there are many of them. Right, including, well, public access and how we do that, it's clear. And it seemed like it could precipitate some other additions in the future, and it already has. So, there's other interests on the edges of property owners who are interested in this, this whole natural resource, this conservation project. So anyway, there's a little bit of summary. But it wasn't easy to have the timespan go by so much because you know, appraisals are only good for about a year, they have to be updated. Timber grows, you have to recalculate. Markets change and this and that. That's why in the end, it actually the value went up. But the landowner fortunately, stayed with the deal of 4.5 million, but they took the appraisal that we, the City, paid for the final one, and utilized that differential for a tax deduction. So that would have value to them, so that was good. So I think the landowner liked the fact that it would be in, you know, as a working forest. We were happy that it didn't turn into twelve separate auctioned off parcels that would surround our public forest that has a lot of really cool values, including, spotted owl activity centers, fishers, flying squirrels everywhere, and we thought our forests could form maybe kind of a base for growing and expanding, that conservation strategy in Jacoby Creek, which is an important watershed to a lot of people on Humboldt Bay, [it's] Humboldt Bay's Northern largest tributary stream. So, if the fish were going to have any chance for recovery in anadromy, it's important to anchor the upper watershed in terms of protected in perpetuity. In order for the investments down low and the estuary, and the fish habitat work, and the middle watershed conservation easements, that Jacoby Creek Land Trust was working on to have their maximum effect. So anyway, there you go. (Mark Andre [Interview] July 15, 2020)

The City of Arcata, having secured the 967 acres of land, kept 83 acres to connect its community forest. The rest of the land was transferred to the California State University (CSU) Board of Trustees, in the care of Humboldt State University free of charge, and with only the grant agreements governing the activities to take place on the land. It is important to distinguish the fact that the CSU is the ultimate owner of the parcels. A common narrative heard around the community is that Humboldt State, or even HSU's Forestry Department owns the parcels in Goukdi'n, and has decision-making power over whether or not they are returned (California Natural Resources Agency, 2018; Goukdi'n Advisory Committee, 2020; Humboldt State Now, 2018). That assumption is false. The true owners of the parcels are the California State University Board of Trustees (California State University Board of Trustees, 2018); an entity of the state of California which is governed by state law (California State University, 2021; Wikipedia.org, 2021).

The main goal of this transfer is to prevent fragmentation of the land, thereby reducing environmental degradation, further subdivision and development. The benefits of this property for HSU, Arcata, and the surrounding community are unprecedented and groundbreaking. Particularly notable, is the fact that students will be able to engage with and expand the scope of their research for years to come. Students have already started utilizing the forest for research, focusing on topics such as agroforestry, permaculture,

ecological restoration, and sustainable management practices. Additionally, the new interdisciplinary concentration in the Forestry department, titled Tribal Forestry, will undoubtedly have students eager to learn from this new resource. The possibilities are unimaginable, and it shows that Humboldt is progressive in its educational capacity. Former Dean of HSU's College of Natural Resource Management Dr. Dale Oliver states,

I was thinking about what a great opportunity for engaging students in research in a part of the forest that's different from the Community Forest, the Arcata Community Forest, different enough to bring new opportunities. So strongly, I've been wearing my science educators hat. It will be a great opportunity for student engagement. Right? Not just in my college, but other colleges as well. Certainly, land use and I hadn't thought about as much as I had thought about engaging students in what it means to take a survey of flora and fauna in a forest. And then the forest operations is one part. I think, early on I was reading stuff from the discussions that said, Hey, this is going to be a self-sustaining forest in a matter of no time. Like, we'll be able to fund the field trips out of it. I thought, 'oh, good, let's sign me up.' But then, as the fall semester progressed, and, and there was a more serious assessment done, that component of the forest and that sort of money making component evaporated. And then actually, that was somewhat liberating, because we could set that aside and say, 'It's not about money. Let's get back to what it's really about. It's about, you know, educational opportunities.' And then, through the meeting that we had at Table Bluff Reservation, it's also about cultural opportunities. (Dale Oliver, [Interview], July 31, 2020)

The benefits to Native students and communities will be profound, as well. The Wiyot Tribe's former Natural Resources Department Director, Eddie Koch, states:

I['m] just such a big proponent of tribes having robust education programs. And so maybe this relationship with HSU, or maybe part of this can be somehow combining Western civilization, higher education with Traditional Ecological Knowledge...somehow get the younger, Wiyot tribal members...Everything from maybe free tuition, or different ways that I don't even know I can think of, maybe there are different ways that we could go about, you know, making it easier for

Wiyot people to just get higher education degrees, somehow. (Eddie Koch, [Interview], July 16, 2020)

Chair of HSU's Forestry Department, David Greene, shares his excitement about building programs as a result of this opportunity:

It would also be a place where we could try and practice tribal forestry, you know, do some sorts of interventions in the forest, that are designed to produce more weaving materials. And this would require some big interactions with the weaving community of the Wiyot. And so, and I would say, 'well, wouldn't that be great?' And then, you know, that could be that could be woven into forestry courses like our silviculture course. So, I thought some good things would come out of this. That ultimately my dream was, we have the tribal forestry concentration which is unlike anything going on in the US. Right now. There is something similar at Salish Kootenai, but they just serve a tiny clientele of local Natives who then do not subsequently go out further afield to get careers. And so, it was going to be that and then Jacoby Creek, Goukdi'n, could then would become the playland where we try out things and actually engage the Wiyot. (David Greene [Interview] June 26, 2020)

The impacts that returning Goukdi'n to the Wiyot Tribe will have on HSU, the community, our relationships, and our collective healing, are endless. Our imaginations are the only limits to what can potentially come out of this incredible collaboration. We must stop hiding behind our fears and stand up for what is right: Decolonization, and Land Back.

CHAPTER 2: TOWARD LAND RETURN

"It is also imperative that non-Indian people also feel the rhythms and energies of this earth, for they too may walk gently and share their kindness with all. They too must seek out their own original instructions and come to know how to feel connected to their centers."

~ Jack Norton, The Past is Our Future, in Ka'm-t'em

In the previous chapter, you will notice that at no point during the planning, acquisition, or transfer of Goukdi'n from SPI, to Arcata, to HSU was there a mention of anyone contacting the Wiyot Tribe, Blue Lake Rancheria, or Bear River Band of Rohnerville Rancheria (both also have Wiyot ancestry). This is systematically problematic, as it is so deeply ingrained into our settler mindsets that tribes either 'don't exist', or 'don't matter.' An article written on November 14, 2018 for Humboldt State Now states:

After it is formally transferred to HSU, the forestland will be jointly managed through a cooperative agreement with the City of Arcata, which will include sharing fire roads, forest data and monitoring, scientific studies, and public access. Oversight at HSU will be through its College of Natural Resources & Sciences, with support from a Faculty Advisory Committee and a Community Advisory Committee. A tenured faculty member will be designated as the Forest Director. (Humboldt State Now, 2018)

There is no mention of Wiyot peoples or tribes in this potential joint management plan. There is also no mention of Wiyot collaboration in the cooperative agreement, nor is there anything reconfirming HSU's previously stated dedication in HSU's 2015-2020 Strategic Plan to "Strengthen relationships and engage with local Tribal Nations and communities through authentic actions, specific planning, accountability, and true

collaboration" (Humboldt State University, 2015, p. 14). The first time the Wiyot Tribe was informed about HSU receiving these parcels was in November 2018, when Dr. Risling Baldy emailed Chairman Hernandez. During my interviews, one question never received a straight answer: Why were the Wiyot not contacted and invited to the discussions about the land transfer prior to October 2019? It is important to point out the importance of not having received a straight answer to that one question. And I would like to follow that up with another: Why do we have such a hard time including tribes in conversations about *their* land? Director for the Wiyot Natural Resources Department, Adam Canter states,

I remember getting contacted by either you or someone at HSU, and Ted about...the property, the Emmerson property, and...how it was kind of quickly being shuffled...from the City of Arcata to HSU, or that's what was trying to be done. And that this was all kind of going on with, I don't want to say behind, behind closed doors, but the Tribe hadn't really been, you know, consulted or notified that, you know that this really big land transaction to a potentially government state-entity was happening without their...knowledge and...consent. And the opportunity to potentially repatriate this to the Tribe had never been brought up by the powers that be, I guess, that were working with the Emmerson's. (Adam Canter, [Interview], July 7, 2020)

Another important point is that the return of Tuluwat was taking place during the exact same time as Goukdi'n was being purchased by the city of Arcata, and transferred to the care of Humboldt State. The Eureka City Council voted to return Tuluwat on December 4, 2018, (Eureka City Council, December 4, 2018) and the deed-signing ceremony for the actual return was October 21, 2019 (Greenson, 2019). While the city of Eureka was being recognized for giving land to the Wiyot Tribe, Arcata and Humboldt State was completely neglecting to even include the Wiyot in the conversation.

Regardless of the initial oversight of communicating with the Wiyot Tribe regarding Goukdi'n, Humboldt State still has the opportunity to return the land to its rightful owners. As an institution that centers equity, inclusion and sustainability (Humboldt State University, 2015; Humboldt State University, 2020), HSU can choose to work in partnership with the Wiyot peoples, not only to return stolen land, but also to foreground Indigenous self-determination and sovereignty as essential to research. Think of the possible results of that decision. With the onset of the polytechnic designation at Humboldt State, there has been even more talk about the importance of solidifying partnerships with local tribes, making this the perfect project to align with those goals (Humboldt State University, 2021).

Just before the Goukdi'n parcels were officially transferred to HSU, in November 2018, I was at the end of my first semester of the E&C program. Most other people in my cohort had started selecting topics, or had some good ideas. Not me. I knew that Indigenous epistemologies and pedagogies resonated with me. I knew that learning about place-based education and traditional ecological knowledge not only intrigued me, but also made me feel like I could really be connected to where I am.

During one particular proseminar session, many of the faculty affiliated with E&C had come into the class to introduce themselves and talk about the research that they do, some of the graduate students they've worked with, and some potential project ideas. One by one, they came in and presented to us. They all seemed really good at what they do, some of them funny, some of them exciting, and then Dr. Cutcha Risling Baldy came up. Out of the entire class, I remember only one thing that anyone said, and it was: "So, HSU

is getting 884 acres of land, but why isn't it going to the Wiyot Tribe?" (Environment & Community Research, November 26, 2018)

My ears perked up instantly. It was partly the question itself that she asked, but the other part was that she said it so bluntly, without fear, and unapologetically. I think that I had been searching for that kind of tone in myself for a very, very long time, and it struck a chord with me at that very moment. I wanted to be able to speak that confidently (again) too, and I definitely wanted to figure out the answer to that question.

Dr. Cutcha Risling Baldy's research is in-part focused on how institutions, organizations and political organizations should support and uphold the bio-cultural sovereignty of Indigenous Nations. Part of this work advocates that policies, procedures and agreements be written specifically to name and foreground the ongoing relationships tribal peoples have with the land. In her 2013 article she argues:

In order to interpret and understand ecological knowledge from an Indigenous perspective, research must be approached with the full acknowledgement and incorporation of bio-cultural sovereignty. The policy or research should explicitly acknowledge the Indigenous cultures and peoples of the area and their continued interaction with biota, landscape, wetlands, or environment. Any research or policy that involves land throughout the Americas should be written in a way that first acknowledges the Indigenous peoples of that land space. This language should be clear, concise, and fully supportive of the continued presence of Native peoples in the area. Even research or policies that do not specifically attempt "Indigenous"-based projects should fully acknowledge that there is a continued Indigenous presence on, in, and with the land. The language used to provide this type of support can have significant consequences and influence for federal policy and protection of Indigenous rights. In some cases written policies have both directly and indirectly had the effect of divesting Native peoples of their rights and responsibilities to the land. In other cases clear, meaningful agreements that acknowledge the bio-cultural sovereignty of Native peoples have resulted in opportunities to utilize traditional ecological practices that protect and secure the environment for many generations to come. (Risling Baldy, 2013, p. 8)

This perfectly exemplifies why consultation *and* collaboration with tribes are necessary - especially in regard to land management or acquisitions. I immediately scheduled a meeting with Dr. Risling Baldy. I basically had no idea what I was getting myself into, and so I was pretty scared, and also really excited. It felt like I was on a roller coaster right before it zips off at 100+ miles per hour. I knew that this project could be a big deal on multiple levels, and that if it all worked out, it would be really impactful. At the meeting Dr. Risling Baldy threw some ideas out at me, such as finding out more about the history of the land. We talked about different organizations that are doing similar work, and who else I might want to talk to regarding these parcels. I was so amped by the end of the meeting, I didn't want to waste any time - and so I got right to work.

My next steps were to find out all the information I could about these parcels. So, I went to the one place that has all the history about who has owned that land since 'recorded' history: the County Recorder's office. I spent *countless* hours researching each parcel's history from the time of the Homestead Act until present day. This is an aspect of this project that has not been fully completed yet - mainly due to the COVID-19 pandemic. It is my goal to finish this aspect of the project, and with the completed information I will create a story map and website that holds the story of Goukdi'n, for the Wiyot Tribe's use and dissemination as they see fit.

As I moved through time with this historiographical research, Dr. Risling Baldy and I discussed presenting my findings and proposal to the Wiyot Tribal Council. In May of 2019, I presented to the Council my ideas for moving forward, which included various options for the land. I knew that even though returning the land to the Tribe was what I wanted to happen, the decision was not mine to make. The anxiety of waiting for the Tribe's response to my proposal was excruciating! Patience has never been one of my strong points, but after a couple of weeks, I received an email from Chairman Hernandez stating that the Tribal Council had accepted my proposal to work with the Tribe towards the return of Goukdi'n (Hernandez, [Email], June 12, 2019). Now for the real work to begin!

The grant deeds for the parcels were recorded on April 29, 2019 (Humboldt County Recorder, 2019; Appendix A), meaning the official transfer was complete. The deed and other recording documents provided me with little insight as to what my next steps were, and so I needed to find the other documents pertaining to the transfer, including the grant agreements which were used to purchase the parcels from R. H. Emmerson & Sons (Appendix C). In an email dated June 19, 2019 to former HSU President Lisa Rossbacher, I had inquired as to who to reach out to on campus to learn more about this transfer. President Rossbacher's aide, Kay Libolt responded:

President Rossbacher asked me to share with you that CNRS Dean Dale Oliver will have more information about the use and management of the property (or he will know who does know). His office number is (omitted), and his email address is (omitted). Doug Dawes, Vice President of Administration and Finance, will have information about the process by which it was donated to HSU and the terms of that

donation. You can contact his assistant, Michelle Anderson, at (omitted) for assistance. (Libolt [Email], June 24, 2019)

I soon began scheduling "unofficial" interviews with the key players to the transfer. In addition to connecting with Oliver, Dawes and Fisher, I scheduled meetings with Mark Andre of the City of Arcata, David Greene, the Chair of HSU's Forestry department, Kevin Boston, a faculty member of the Forestry Department and the then-assigned Goukdi'n Forest Manager.

These interviews were helping me gain a better understanding of how the process unfolded over the last decade. I kept following the breadcrumbs. I interviewed Erin Kelly, HSU Forestry faculty, Autumn Luna, City of Eureka's attorney during the return of Tuluwat, Greg Sparks, Eureka City Manager, Lindsie Bear, then Senior Director of the Native Cultures Fund at Humboldt Area Foundation. All of these meetings provided me with bits of information that were helping to inform my next steps. As stated, this process has been quintessentially iterative from the start, as this kind of work has literally never been done before.

Former College of Natural Resources & Sciences (CNRS) Dean, Dale Oliver, was charged with creating Advisory Committees for Goukdi'n. Therefore, there are two advisory committees that support the Dean. The first is a Faculty Advisory Committee that provides input into the management of Goukdi'n with a particular focus on developing the priorities for research, outreach and experiential learning opportunities. The committee is composed of several tenure-line faculty, with at least one from outside the CNRS. The second committee is the Community Advisory Committee composed of

several community members, with one from the City of Arcata and no more than three employed by the forest industry. This second committee reviews the strategic management of the Forest and enhances communication between Humboldt State University and community stakeholders. Finally, there is the position of the Jacoby Creek Forest Director. This person is a tenured faculty member who holds a registered professional forester license, a requirement to practice forestry in California. The forest manager has been changed at least three times since the transfer of this property (Oliver, 2020).

Through multiple discussions with the Wiyot Tribe, former Dean Oliver, and others, I learned that the Tribe had not been provided seats on either the Faculty Advisory Committee or the Community Advisory Committee. As previously quoted by Dr. Risling Baldy, "The policy or research should explicitly acknowledge the Indigenous cultures and peoples of the area and their continued interaction with biota, landscape, wetlands, or environment" (Risling Baldy, 2013, p. 8) Yet, somehow, so far the Tribe had only heard of this project because of Dr. Risling Baldy and myself, and still had not been approached, even months after the transfer had occurred. We scheduled a meeting with former Dean Oliver, Chairman Hernandez, and other HSU and Wiyot Tribal representatives to inquire as to how the Tribe could be involved. It was clear that Dean Oliver understood that the Wiyot should be involved, and so offered the Tribe seats on each committee. Chairman Hernandez appointed several members of the Tribal Council, an administrative staff person, and myself to the committees. Since then the committees

have met about two times to discuss the menagerie of plans that each person has for the forest, and what steps must be taken to get there.

Because the Wiyot Tribe has made it clear that they are interested in having these parcels returned (Hernandez, [Email], June 12, 2019), and the fact that Dr. Risling Baldy and I were strategically situated on each committee for the forest, we decided to start the conversations at each committee meeting out right. We co-wrote a report, Working for and towards Land Return in Goukdi'n. This report was distributed to both the Community and Faculty Advisory committees with the intent of making the committees aware that this is what the Tribe is asking for. Though there is generally a good deal of support from many departments at HSU for the parcels to be returned, there are some with concerns still, as well. Before the spring 2021 semester, I met with Oliver to figure out the next steps moving towards rematriating Goukdi'n. We decided that because the Tribe wishes to have the parcels returned, and that the original Faculty and Community Advisory Committees had been charged with the management of the forest, and not its return, that we should set up a separate committee to work specifically on returning it. Our team wrote a Memorandum of Understanding to be discussed and effectuated between President Jackson and Chairman Hernandez, which includes a section that discusses the creation of the additional 'rematriation' or 'land back' committee. It is my understanding that the President and Chairman have been discussing the details of the MOU one-on-one. We feel very fortunate to have a university president who strives to have a good working relationship with the tribe whose stolen ancestral lands the university currently sits on. As Chairman Hernandez states:

I can actually speak for myself that President Jackson, and I have that one-on-one basis that he's willing to listen, he takes notes, and he does what he says he's gonna do...but he has to answer to his peers just like it, you know, we can't just say, yeah, let's just make this happen. Right? He has his counsel he has to listen to, and his professors he has to listen to too. But at least we can say we have that one-on-one conversation, you know, he can email me anytime I can email him anytime. And we have that open relationship...I feel more comfortable with President Jackson as a chairperson, a Native man, I feel more comfortable with him. (Hernandez, [Interview], June 25, 2020)

As we move forward in this process, there are some vital pieces of information that I have gathered during my interviews and archival research. One of the most important of those, is that because these parcels were purchased using grants, there are restrictions on how land can be used, transferred, and to whom. The grant that supplied most of the funding for this purchase, is from the California Wildlife Conservation Board. State-provided grants are funded by specific propositions, in this case, Proposition 84. During my interview with John Donnelly, Executive Director of the California Wildlife Conservation Board, he reviews the accepted uses for the land: "And so we look for people to manage it...in such a way that those goals will be achieved...it's...habitat for listed species and other wildlife species, it's public access, it's all those things" (Donnelly, [Interview], April 27, 2021). Donnelly continues by defining terms such as 'management', 'restoration', and 'recreation'; all listed in the grant agreement:

[R]estoration includes active restoration. It includes providing funding for restoration, and restoring the habitat back just for, original, healthy forest ecosystems, so to speak. And so that's what we look for restoration as active participation on the land...you try to restore back to those old growth characteristics. Less forest floor structure, but healthy forest floor structure, larger trees, more diversity of trees, more diversity of plant[s] and animals on site. So that's what you're restoring it back to...it's protecting the habitat for which the wildlife need to live. So, it's

its water resources, its tree canopy, its nesting habitat, it's those kinds of things, so the species can live there...[R]ecreation is associated with wildlife outdoor recreation...So that's hunting, that's fishing, that's hiking, that's bird watching, those kinds of uses. Or just a place to go out and sit and listen. (Donnelly, [Interview], April 27, 2021)

There was one other major hiccup in the continuation of the return: California Proposition 84. "Proposition 84 (Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006)...authorize[s] California to sell \$5.4 billion in general obligation bonds to pay for water safety and supply projects, as well as for natural place preservation" (Proposition 84, 2021). This Proposition is governed by the California Fish & Game Code, Section 1350, also known as The Wildlife Conservation Law of 1947, and establishes the Wildlife Conservation Board in the Department of Fish and Wildlife. Section 1350 had the following language:

(c) The board may award grants or loans to nonprofit organizations, local governmental agencies, federal agencies, and state agencies, for the purposes of fish and wildlife habitat restoration, enhancement, management, protection and improvement of riparian resources, and for development of compatible public access facilities in the same manner and subject to the same terms and conditions as prescribed in Section 31116 of the Public Resources Code. Proceeds from repayment of any loans and the interest thereon shall be deposited in the Wildlife Restoration Fund. (Proposition 84, 2021)

What you may notice, is that this section does not mention anything about tribes. Tribes are literally omitted from the list of entities that can receive a grant or loan. As of October 8, 2021, Governor Newsom has approved the proposed amendment to the Section to include "and California Native American tribes," meaning there is no longer any restriction in Goukdi'n's transfer documents that restricts the parcels from being

transferred to the Wiyot Tribe. This is a major step that could not be taken without the advocacy and perseverance of John Donnelly, California State Assembly Member, James Gallagher, and their team, for pushing for the change in this legislation.

In order for there to be progress, we must learn to work together, despite our differences. This particular hurdle was an undertaking by people that I did not suspect to advocate for such a change. In order to work together, we must build respect and trust within ourselves, for one another and for the land. "To recover from ecological disaster, we humans must transform our sense of who we are in relation to the Earth" (Peter Reason, 2018). In this case, having love for the land is what is got us past this giant step.

What's the point?

So why go through with a project that will undoubtedly take years, pushback, and an overwhelming abundance of patience? It comes back to healing: healing the past, healing the land, healing the people who were ripped away from their lands, cultures, families, foods...from their very lives. The Intergovernmental Panel on Climate Change (IPCC) released a report on August 9, 2021 stating "It is unequivocal that human influence has warmed the atmosphere, ocean and land. Widespread and rapid changes in the atmosphere, ocean, cryosphere and biosphere have occurred" (IPCC, 2021). We are all witness to the harms we have caused to Mother Earth. We have violently shoved her out of balance. This country is supposedly advanced, yet we so easily exploit and destroy that which we rely on for survival. This is not without repercussions. "[T]he gains

achieved by this reengineering of the planet have not been without costs, and as we enter the twenty-first century these costs are mounting rapidly," (Reid, in Walker and Salt, 2006, p. *ix*). These costs manifest as ecological threats, such as deforestation, climate change, species extinction, drought, and pollution, which are directly related to human consumption. It must be our *responsibility* to bring her back. Chairman Hernandez speaks to his beliefs on bringing Mother Earth back into balance:

Without the land being balanced, how can we as humans be balanced? You know, just like you said, there is a lot of trauma, there is a lot of bad, there is a lot of evil that's happening in today's society. But all this is drawn into the ground, the ground, you know, like, it's, it's how we get grounded in the ground, you know, so all this negative stuff is gonna go into the ground, which is gonna trickle down in the underwater, you know, in the rivers. It's gonna damage a lot, and, you know, emotions, damage things. And, trauma damages stuff, and it's a part of who the society is, it's, you know, what goes into our grounds because we step on the ground daily. And that's, you know, like, my wife always tells me, if you're feeling upset, and you're feeling mad, take your shoes off and go put your feet on the ground and get grounded again. And there's that there's that magical miracle happening, that puts you back into balance. But we still have all this negativity and trauma still, in our...Mother Earth, or grandmother, or whatever we call it, and she's holding this for us. But we're sucking it backup. And that's something that never, it's never ending, it's not going to heal until we take care of her first. And that's why, I feel like you are drawn to it. Because you have that balance. You feel it now, and you a lot of people don't see that a lot of people don't feel that. A lot of people want to just come in and just say, 'Well, I can help them.' But they don't really understand the stories of the traditional peoples here, you know, and you have some great teachers that have taught you stuff like Cutcha. They put their perspective on why it's important. A lot of people don't want to listen to that. But when the ones that do listen, you understand why it's important to us Native people here, you know, not just the Wiyots, but Hupa Karuk, Yurok, Tolowa You know, all of us we have that connection. And we're all connected to this Earth. (Hernandez, [Interview] June 25, 2020)

With connection to the land being at the forefront of Indigenous culture, it seems only logical that Indigenous tribes are included and take part in restoring and maintaining the land that they have become so intimate with – particularly since the continued process of colonization actively attempts to destroy that connection. "In indigenous ways of knowing, we say that a thing cannot be understood until it is known by all four aspects of our being: mind, body, emotion, and spirit" (Kimmerer, 2003, p. *vii*). For many, the way to heal the traumas of colonization and genocide is to restore connection to the land. For Wiyot peoples, it has been over 160 years since they have had unrestricted access to beautiful and redwood forests that used to cover their ancestral lands.

Director of the Wiyot Tribe's Natural Resources Department, Adam Canter, speaks of his first time visiting the Jacoby Creek Forest. Even after being destroyed by logging companies and a century of being disconnected from the Wiyot peoples, he speaks of its beauty:

Jacoby Creek's a pretty amazing forest. I know when I first moved to Humboldt, someone took me up to Jacoby Creek. I guess it's the Land Trust's now, or it used to be before it was maybe the Community Forest, and was just blown away...I thought it was even more majestic than just our than the redwood forest in the Arcata Community forest. I don't know why. I think it's just there's greater diversity than the Arcata community for us. And remember being blown away by the western red cedars and this huge alders covered in oyster mushrooms and know it being one of the you know, really beautiful wildflower blooms early on in the spring one of the really, really good you know, when a lot of a lot of the plants are still waking up from the winter that that Jacoby Creek was a good early place to go to see trilliums and lots of other wildflowers. (Canter, [Interview] July 7, 2020)

Marnie speaks to the many possibilities that can come about with the Tribe's reconnection to Goukdi'n.

Well, I think if we're going to talk about power, I think it gets us to the table being able to have either land transferred back to us or in in some sort of a collaborative agreement, MOU or MOA. It gets us to the table in order to be able to say those things about land management, to be all Western, proper Western scientific, make sure that our students, you know, are we up people and other Native students have access to those lands to be part of it. Whether they're in the forestry program are not, you know, I just as much would you want a botanist out there. Maybe somebody who does critters, you know, fish and wildlife...Anybody who has an interest in in any kind of critter or plants... but managing it, I want them out there because that's important. I think that creates stewardship in future generations - Native, non-Native, and we absolutely need more of that, it is imperative. And being at the table we'll get to say 'Look, you need to open this up, you need to make sure that these students take NAS 101.' Because not only are they entering there as forestry major, for example, but those forestry majors will be working, most likely, with tribes in the future, they need NAS 101. Right, it gets to the table so that we can suggest other things, and ways to use to use the land to educate people about Native peoples. For myself, I've hopped fences in past to go gather. And that's illegal. And so, anytime I make friends or if my niece, she's not pre-law, but she's taking law classes and I'm like, 'Okay, well, you're gonna have to defend your auntie, if she gets scooped up, trespass to go gather. So, you're gonna have to help help me out.' But I don't have to do that now. Right? This is a parcel of land that would be open to me that we can walk on and identify places on that land that are of cultural significance. And by that, I mean plant resources, animal resources, maybe there's a trail. I know I've mentioned this before a trail that got us from here over the mountain to, you know, to Hupa people. So history, oral history, as well. And that's what it's about to me is, is how can I safely and legally access this land to educate my people on our traditional life ways so that they know who they are. So they have a relationship with land, where their ancestors walked. And some people think that that sounds old and dated, but if you don't know who you are or where you came from, sometimes you get lost in the world. You know, and I can't afford to lose any more Native people, you know, to drugs, or alcohol or suicide, or violence. And so if I can use this land in a way that grounds and centers Wiyot people or Native kids. I'm open to Yurok and Hupa and Wailaki and Chumash, whoever these kids are, that come up here and go to school, it's a way for these kids, these Native youth to be on the land. And, and find and be sure that they know who they are, and that they've located themselves, so that they aren't lost to us. Because ultimately, if you don't know who you are, you can easily get lost, you know, by violence and drugs now call, then suicide. And that is something I don't, I don't want to lose any more, we lose too many. So those that's another reason why I would use this land, is to build relationships to build a foundation of kids who may be Native, but they've grown up in smack dab in the middle of San Francisco, and they might not have a connection to land that would help them center themselves, and know who they are to then build from and go out into the world. Yeah, I think that's, for myself, what I see what the importance of [this project]. Other people will say, it's the MOU and the collaboration, that's great. But for me, there's like this other part of building and supporting our youth, and our adults, because we can't forget about those adults, because they've lived their whole youth, you know, as a youngster, and they were taken from their families and put into foster care and grew up away from their families, and now maybe they've come back as adults. They're lost too, you know. They might not feel grounded in in a way that they know who they are. Get them back out there to, you know, we have to heal all the generations and you have to heal all the people, so that's what I hope that I can do on that land. I hope that I'll be allowed to do it. So put that in the MOU. (Atkins, [Interview], May 14, 2021)

Once powered with the understanding that having a connection to Goukdi'n is vitally important to the Wiyot Tribe and bringing the world back into balance, I do not see another way forward but to return these parcels to the Tribe. There is no other option. During the conversations I was fortunate enough to engage in with members of the Wiyot Tribe, visions for what could be accomplished were shared with me. Atkins explains:

I imagine it was probably owned by people, and they logged in, just like that general idea. And then when I moved home, and when I learned about what you all are doing, then that I was like, 'Wow, we have come so far baby was that you come a long way, baby.' But the fact is, is that when I used to live here, and I used to work for the Tribe, this kind of conversation might not have been able to be possible. So to me, the land and the space is actually more tied to the hope that change can happen. That it can happen that people can come into positions that are willing to listen, and willing to partner and collaborate. So that normally, back in the day, when I was doing this, it might not have even been a conversation that would have happened. So, I guess that space is about hope. And for partnerships, hope for Wiyot people that we'll have access

to a space that we can be on and not get in trouble for hopping a fence. (Atkins, [Interview] May 14, 2021)

Atkins continues by talking about the strength of the Wiyot Tribe, and what the return of Goukdi'n can do to enhance the Tribe and community as a whole.

A lot of bad shit happened. A lot. Devastation for sure. But we survived. And we are beginning to thrive in a way that wasn't possible before...I want us to thrive more there, there's work to be done as a community bringing community together...We're survivors, period. And just because we're not, at the table going 'Give this back' doesn't mean that we are poor. It means that we're strong that we're willing to be able to step to the table and go, 'Okay. We understand here what you want. Here's what we want. How are we going to make this work?' I think that there's more power in that and more longevity, or ability to collaborate and create partners and relationships that are more long-lasting than just coming in, going 'Give it because we said, because of this.' So I don't think we're poor. There's devastation, don't even get me wrong. We're recovering, we're still working on reclaiming language and cultural practices and caring for each other and those traditional ways of holding each other up, but it'll come around, I think, when we have the spaces to do this. For me, going out on that land, if I can take tribal members out to that land, and talk about stories, or oral histories or, gathering or whatever. That's building a stronger community. And that is what lasts into the future. Not Marnie standing there and slamming her fist on the table and say 'You'll give this to me because AB 45679 says that.' Does that make sense? (Atkins, [Interview] May 14, 2021)

Chairman Hernandez speaks passionately about what the return of Goukdi'n means to the Wiyot Tribe:

Returning the forest back to the Tribe is very important, because we took care of that forest a long, long time ago, many years ago, you know, we managed it. We nourished it, and we brought it to where it is and our ancestors before did the same. It's a big forest...our traditional medicines are there, from what I might know there might be some prayer spots up there as well. The land was always a part of the Wiyot. No matter what, the land was always a part of us. It was our home, it was what we were supposed to take care of, you know, the Creator, God gave it to us to take care of it, to nourish it and to bring it to health, and that's what our job was. We didn't take a lot, we only took what we

needed. And then, you know, the earliest settlers came in and nearly wiped it out, you know with the harvesting of the trees, with the timber industry, with the Gold Rush, they damaged the land. So, the reason why it's important to me is for us to receive this back is to bring it back to the health it needs. You know, it needs to be healthy. It needs to be replenished. It needs to be taken care of. It needs all of this so that we can bring everything back in balance. You know we have our World Renewal Ceremony, one of our high dances, and, if part of our spirit is not healed, how do we complete this ceremony? You know, by the look of the forest, and you look at how damaged it is, and, it needs to be brought back to health, and it needs that tender love and care from not only the Wiyot People, but from the community that, you know, that surrounds it you know this this take care of it together and bring it to the health that needs to be. (Hernandez, [Interview], June 25, 2020)

Chairman Hernandez goes on to point out that this is *home* ~ beautiful Wiyot country that we are fortunate enough to still have.

And that's my perspective on why it's important and not being raised on the reservation, growing up in the city, what they call a 'city Indian,'...when I came back home and learning all the stories and all the traditions and all the history from our elders, it puts a better perspective on things, on why it's important we take care of it, you know, it's home. It's, you know, where else can you say you live in such a beautiful place where you don't have smog and you don't have all the other fast, hustle bustle from the big cities. It's like, you need to go out somewhere and do your prayers, you had that spot you know you can be out in the woods in the quietness and do your prayers are or so your ceremonies...The land will always be a part of the Wiyot people. (Hernandez, [Interview] June 25, 2020)

The return of Goukdi'n to Wiyot peoples could potentially be a precedent setting, internationally recognized action. We could foreground HSU as a leading research institution that not only recognizes Indigenous connections to land, but also supports the ongoing revitalization and resurgence of the Wiyot, not at the expense of HSU, but as an important part of how HSU continues to be a part of this community.

Despite knowing the history of these parcels, of Humboldt county, the state of California, or the entirety of the U.S., letting go of one's sense of ownership over something is hard. In this situation, though, Humboldt State University does not own Goukdi'n. Even more confusing is the sense of ownership that professors and administrators have over these parcels. Because people have made plans to do research on the land, or they have told their students about the projects that they could do, there is this feeling that it belongs to them, or that they have the right to use it and its resources. As Oliver humbly admits:

The March 11 meeting that was held was the notion of returning the land to the Wiyot. I think at first, I was thinking, well, I've been...the university has been charged with caring for and managing this land. Let's do it in a collaborative way. But, I was kind of holding on to the, well, for better or for worse, we're the owners. And that still kind of puts us at a...different place with another partner, if you have partners. So, what I've thought about quite a bit since then, is that you know, ownership should not be the issue. And in fact, I mean, for the university...I want to be supportive of the process in which we explore returning the land to the Wiyot. And I don't think I was ready to say that, perhaps because I didn't understand it. But maybe, perhaps, because I wasn't ready to understand it. So, I've learned quite a bit over those last several years about context and opportunities that we might have right now that we didn't have a few years ago, and we might not yet have, in a few years, if we don't take advantage of it now...The document that you and Cutcha shared was really an important catalyst for these conversations. So, I think that has been influential in me. But it wasn't an immediate reaction...I'd rather have the land returned to the Wiyot, and drop the educational opportunities, then not. This is just a personal statement. This is not an institutional statement... Again, this is not something I was ready to say back even in March, but based on a little study on my own and, you know, reflection, I think personally I'd rather see that happen...so I think it's a great opportunity. But I also think that we have a moral obligation to pursue [the] return of the land. (Oliver, [Interview], July 31, 2020)

For Dale Oliver, the transition from not having considered land return, or informing the Wiyot Tribe about the parcels to wanting to return them was revelatory. The perspective from a Tribal member, though, is quite different. "If you've been disappeared, or you've been erased, then you know...you're not thought about being contacted. Because you don't exist anymore. Or if you do, you're probably on the plains, and living in the teepees" (Atkins, [Interview], May 14, 2021). Atkins' logic explains so much about American history and culture. Though being mildly sarcastic, it is a fact that the U.S. government attempted to eliminate Native American peoples for hundreds of years (Dunbar-Ortiz, 2014). They tried every trick in the genocide handbook before the Civil Rights Movement kicked in during the 1950s and 60s, and it did not even stop there. What we have been taught about American Indians is that they were savage, uneducated, uncivilized, and that they no longer exist. The ones that did exist were living "on the plains, and living in the teepees" (Atkins, [Interview] May 14, 2021)...which couldn't be further from the truth.

As discussed in the introduction, the concept of property and ownership is very old, stemming back to the 1100's. For people of European descent, one could argue that it is a way of thinking that is ingrained in our DNA. The question for me that still comes up, though, is: what purpose does the Western philosophy of ownership serve? In Western philosophy so often ownership means to have 'the right' to use something. In the United States, property ownership has done more harm than good over the last five hundred years. (The Hill, 2021) Indigenous ontologies reverse that, and say that with ownership comes responsibility. It is based on reciprocity and not a one-sided extraction.

There is not one side with all the power, the power is dispersed evenly. Humboldt State University Journalism student, Elena Bilheimer, interviewed Judge Abby Abinati regarding the 26th Annual Social Justice Summit in 2020:

[W]e have created a justice system that is based on rights. You have the right to this, you have a right to that, you have a right to do this or not do this. Well, I'm from a culture where you don't have any rights, you have responsibilities. That's what defines our relationships. Not rights, responsibilities. And that's hugely different. (Bilheimer, 2020)

It seems that western ways of existing were structured around gaining power power over oneself, family, home, and community. Because of top-down hierarchical
structures that were pervasive throughout Europe, people were always striving to get to
the top (Dunbar-Ortiz, 2014). But, as Marnie Atkins highlights, power does not look the
same to Indigenous peoples and communities.

I'm excited about it, I hope that people aren't scared. That's really what it is, right? It's scary. It's scary, when you're in power for so long, that you feel like you're going to lose power. When, for example, a tribe steps in and asserts their rights and their responsibilities and, and their stewardship protocols, you know people get really nervous, and they get scared, that they're gonna lose that power. And it's not about losing power. In my mind, it's about partnering in a way that makes something stronger. Western thoughts and science [are] not the be all and end all at all. I always put, primary, Indigenous knowledges because we have an integral relationship with land, and water, and critters, and each other. And it's a more heart, and holistic and felt science than looking at something through a very small lens. But if you take these knowledges and figure out how they can work together, then that power dynamic can disappear. And then you're actually working in a collaborative effort to better the land in a way that can be used, traditionally, that can be used contemporarily, where multiple peoples can benefit. And that's way more powerful than actually being in power... There's a power in the humbleness. And people don't think that [way], that when you're humble, or acquiesce or something, that you're powerless. And I don't think that's true, I've seen that not to be true, I've seen more power happen in being humble, and accepting, and working to understand, and giving when you just don't have to give but you give There is such a higher power than then, you know, some power on this land, you know, me owning, you know, 500 shares of stock or something, or Bitcoin or whatever. There's way more power in that, because you have to give up. You have to let go. And you have to be safe and confident in yourself, to allow to give up that power. And that, to me is way more powerful than somebody, just holding the throttle all the time. (Atkins, [Interview], May 14, 2021)

Atkins goes on to talk about how important the responsibility aspect of an Indigenous theory of ownership could take place.

Being out on the land, and looking at these things that shouldn't be there, that tells you that the place was developed, it just wasn't developed in a way where it was cross-sectioned off the fencing and all that silliness. I knew that I would have to go to Brittany and say, 'Britt, hi, I'd like to trade something for you so I can access your huckleberry.' So [I'd go] over there, Brittany would be like, 'Sure, no problem. Here's what it's going to take.' And I would pay and then I would go over and I would get there and Brittany would be like, 'Great, thank you so much.' But Brittany, that was her responsibility to take care of that huckleberry space so that Marnie could come over and trade and access that space and get food for my family. That's not ownership, but it is development and it is commerce. (Atkins, [Interview], May 14, 2021)

When we refer back to Naelyn Pike's quote on page 19 of this thesis and compare that to what Atkins and Oliver expressed during our conversations, it is evident that settler colonialism – "the invisible, that is *greed and power*" (Pike, found in Sze, 2020, p. 49) is pervasive throughout the history of Goukdi'n since settlers arrived. Land is the source of power in this country (Dunbar-Ortiz, 2014), and settlers (mainly whites) have attempted to gain power by stealing Native land in this country since colonization began in 1492 (Dunbar-Ortiz, 2014; Sze, 2020; Gilio-Whitaker, 2019; Lara-Cooper & Lara, 2019). The exclusionary tactics used by settler colonial institutions, organizations, and

individuals are based in their *fear*; that by letting go of their 'right' to some person, place, or object, they lose power and control (Atkins, [Interview], May 14, 2021).

In addition, circumventing said fear – which can be categorized by settler (again, mostly white) fragility (Gilio-Whitaker, 2018), takes an incredible amount of patience, time, and hand-holding. Gilio-Whitaker defines settler fragility:

Settler fragility stems from settler privilege which is similar to white privilege in that it is systemic, structural, and based on white supremacy, making it difficult to identify...like white fragility, settler fragility is the inability to talk about unearned privilege – in this case, the privilege of living on lands that were taken in the name of democracy through profound violence and injustice. (Gilio-Whitaker, 2018).

Settler fragility prevents us as a society from healing because it means we are not having conversations about decolonization (specifically land return). When we ignore these conversations, we perpetually disempower tribes and Indigenous peoples from being in relationship with their lands. The fact that the Wiyot Tribe was not included in the many years of conversations and planning that took place prior to their involvement in this project in 2019, is an example of settler fragility and the fear of letting go of power – power gained by stealing land and attempted genocide. If we can step out of that fear and include *all* tribes in *all* conversations regarding their ancestral lands, we can begin to address the deeply embedded structural harms that settler colonialism has caused – to every one of us. Being able to connect with land, spirituality, and community is what not just Native Americans need to heal, it is what we all need to heal (Hernandez, [Interview], June 25, 2020; Atkins, [Interview], May 14, 2021).

It is also important to note that this is not the first case of stolen land being returned to a tribe. There are countless ways in which land has been and can be rematriated to a tribe. In fact, "We have to resist the idea that every process looks the same" (brown, p. 134). It is important to continually find the positive ways that people are trying to bring about change. In Dr. Ray's first book, *A Field Guide to Climate Anxiety* (2020), she speaks of 'stories of slow hope":

[T]he need for 'stories of slow hope' to remind us that change is incremental and not always obvious. The painstaking effort that was required to protect a particular eelgrass habitat in Humboldt Bay...is an example of 'slow hope'...Slow down, find stories of slow change, and cultivate slow hope." (p. 67)

The following are some stories of slow hope (Sarah Ray, 2020), specifically examples of how land has been returned to tribes in California, and across the U.S.:

Katimîin to the Karuk Tribe (Humboldt and Siskiyou Counties, CA)

One month prior to this thesis being published on November 18, 2021, California State Representative Jared Huffman introduced a Bill to Congress titled, "Katimiîn and Ameekyáaraam Sacred Lands Act." This Bill would put "approximately 1,031 acres of Federal land located in Siskiyou County, California, and Humboldt County, California" to be "held in trust for the benefit of the Karuk Tribe" (Huffman, 2021).

This land is considered the Karuk's 'center of the world', and includes a historical village and ceremonial site where the "final series of annual Pik-ya-vish- world renewal ceremonies" takes place (Huffman, 2021).

Hat Creek to the Pit River Tribe (Shasta County, CA)

On November 8, 2021, the Pit River Tribe received 756 acres of land along the shores of Hat Creek in their ancestral territory. This transfer is the result of PG&E's bankruptcy settlement. Shasta Land Trust will have a conservation easement over the property so that it will never be developed. This is the first of four transfers that will total over five thousand acres that will be returned to the Pit River Tribe (Mangas & Robinson, 2021).

Blues Beach to Mendocino Tribes (Westport, CA)

Earlier this year on September 24, 2021, Governor Newsom signed SB 231, a bill brought forth by Senator Mike McGuire allowing for the California Department of Transportation (CalTrans) to transfer a property in Mendocino County, known as Blues Beach, to a nonprofit organization that is comprised of three local Native American Tribes; the Sherwood Valley Band of Pomo Indians, Round Valley Indian Tribes, and Coyote Valley Band of Pomo Indians. Senator Mike McGuire states, "This is a historic day. Returning this land of cultural significance is not only the right thing to do, but it will also lead to enhanced stewardship, historical preservation and protection of sacred sites and the Blues Beach property" (McGuire, 2021).

The property includes about 172 acres which CalTrans had gained via the Federal Scenic Easement Program decades ago. Though it is a popular location for tourists and locals, it has become a place that is not being well cared for. Returning the land to these

Tribes will serve to protect the environmental and cultural resources therein (McGuire, 2021).

Big Sur Coast to the Esselen Tribe (Big Sur, CA)

After almost 250 years, the Esselen Tribe has been reunited with 1,199 acres of land in its ancestral territory just north of the Little Sur River. In the summer of 2020, the purchase was made with the help of Western Rivers Conservancy, when Rancho Aguila was put up for sale by the family of Axel Adler. Adler was a Swedish immigrant who'd purchased the ranch in the 50s, and passed away in 2004.

The money was secured by a grant that is funded by Proposition 68: Parks, Environment, and Water Bond. Tribal Chairman, Tom Little Bear Nason, shared that the Tribe plans to build a sweat lodge and a village for the Tribe to be able to conduct ceremonies, as well as to educate the public on the Tribe's history and culture (Associated Press, July 28, 2020).

Tásmam Koyom to the Maidu Summit Consortium (Humbug Valley, CA)

In 2019, PG&E donated 2,325 acres of land in Tásmam Koyom (Humbug Valley) to the Maidu Summit Consortium, made up of nine Mountain Maidu groups, tribes, nonprofit and grassroots organization (pgecurrents.com, 2019). Although this transfer came out of a PG&E bankruptcy settlement, the lands were to:

(1) Be subject to permanent conservation easements restricting development of the lands so as to protect and preserve their beneficial public values, and/or (2) be donated in fee simple to one or more public entities or qualified non-profit conservation organizations, whose ownership will ensure the protection of these beneficial public values.

Additionally, there were numerous stipulations for the organization to comply with in order to be granted land by PG&E as a result of this settlement agreement.

Despite one protest by Plumas County, Maidu Summit Consortium was approved to receive the land in Tásmam Koyom. This transfer was the result of an unexpected situation, and yet is a truly significant example of land returning to a Native peoples (Maidu Summit, 2019).

Blue Creek to the Yurok (Klamath River, CA)

In 2018, the Yurok Tribe worked with Western Rivers Conservancy to secure 50,000 acres of land in Blue Creek, a tributary of the Klamath River. In this monumental transfer, Green Diamond Resource Company worked with the Tribe and Western Rivers to ensure the land could successfully be funded and transferred over a ten-year period. Similar to the Goukdi'n purchase, finances were sought and secured by numerous sources, though the land ended up in the hands of the Tribe whose ancestral territory through which it meanders. Somehow that is not the outcome we are seeing locally, though (Yurok Tribe, 2019).

Collaboration between Sogorea Te' Land Trust & Planting Justice to Ohlone Tribe (Oakland, CA)

Also in 2018, a quarter-acre parcel of land in Oakland was transferred to the Ohlone Tribe. This project was a collaboration between Sogorea Te' Land Trust, an urban Indigenous woman-led community nonprofit (sogoreate-landtrust.com, 2019), and Planting Justice, a community organization focused on food sovereignty, social justice, and community healing (plantingjustice.org, 2019). Together, these organizations are committed to reconnecting the Ohlone to their ancestral lands in order to facilitate healing for future generations to come (Planting Justice, 2019).

Richardson Family to Kashia Band of Pomo Indians (Sonoma County, CA)

In 2015, for the first time in history, a Native American tribe purchased a private deed from a family in Sonoma County. The Richardson family had been living on the property since 1925 and wanted to sell it, but preferred to sell it to the Kashia Band of Pomo Indians – the tribe whose ancestral territory the property is on. Partnering with Trust for Public Lands to secure funding, the Tribe raised all the funds necessary for the purchase, and as part of the arrangement, they "agreed to link a 1-mile-long interpretive trail on their lands with the broader California Coastal Trail" (Krol, 2019). The true key to this story's success "was identifying and forming relationships with entities that respect the Kasha's rights" (Krol, 2018) who all worked for five years to make this transfer happen.

Kuuchamaa Mountain to Kumeyaay-Diegueño Land Conservancy (Tecate, CA)

Kuuchamaa Mountain lies just outside Tecate, California, and is the most sacred mountain to the Kumeyaay peoples. In 2009, three bands of Kumeyaay bought 43 acres on the sacred mountain, and later transferred it into the. The reconnection to this land brings the Kumeyaay the ability to promote healing and spiritual growth, while healing the traumas that have been caused to their ancestors during colonization (Kumeyaay Diegueño Land Conservancy, 2019).

Ah-Ha Kwe-Ah-Mac' Kumeyaay-Diegueño Land Conservancy (Julian, CA)

The Kumeyaay-Diegueño Land Conservancy's sister organization, Native American Land Conservancy, was granted a 38-acre property near their ancestral village Ah-Ha Kwe-Ah-Mac' in 2009. The instruction for the transfer came after the previous landowner, Francis Helen Mosler passed away and left instructions for the property to remain an open space. When KDLC gained its nonprofit status, it took over the land, making it the organization's first property (kdlc.org, 2019). This is a perfect example of how simple a land transfer can be (Kumeyaay Diegueño Land Conservancy, 2019).

Old Woman Mountains to Twenty-Nine Palms Band of Mission Indians (San Bernadino County, CA)

East of Los Angeles, the Twenty-Nine Palms Band of Mission Indians partnered with The Native American Land Conservancy (NALC) to purchase 2,560 acres in the Old Woman Mountains. The NALC strives to protect and restore sacred sites, while also providing educational resources for Native Americans as well as the general public

(Native American Land, 2019). This illustrates that many tribes wish to work with non-tribal persons to educate them about their lands, history, and culture.

Southern Humboldt/Northern Mendocino to InterTribal Sinkyone Wilderness Council (Mendocino & Humboldt County, CA)

The InterTribal Sinkyone Wilderness Council was founded in 1986, and is a combination of ten federally recognized Native American Tribes with ties to land in Southern Humboldt, and Northern Mendocino Counties. After raising hundreds of thousands of dollars for the purchase of 3,845 acres of land in Sinkyone ancestral lands, the organization created the first park to return land to a Tribe. The management of the land "includes a preservation and restoration program focusing on stewardship of forest, salmon, and other culturally important resources" and in addition allows for "limited public access that calls for low-impact campsites and backcountry hiking trails" (Lannan, 2008). Again, the intent is to provide all people with the opportunity to enjoy this park, and not to restrict non-Native individuals from building connections with land.

In addition to the previous examples, on November 18, 2021 Representative of the State of California District 2, Jared Huffman, introduced a Bill into the US Senate that would place Katimiîn, a Karuk historical village and ceremonial site, into federal trust on behalf of the Tribe. While the size of the parcels is currently unspecified in the Bill, the section of land straddles the Humboldt and Siskiyou county borders, following the Klamath River from just south of Junction Seh, to the intersection of Bark Shanty Road and Ishi-Pishi Road between Orleans and Somes Bar, California (Lannan, 2008).

Beyond California: Land returns across the nation

There are at least a dozen other instances across the US of land being purchased by a Tribe, or of it being returned due to various reasons. The most related situation being Brown University holding 375 acres of land in a preservation trust for several Native American tribes, including the Pokanoket (Andrews, 2017). In 2017, the Pokanoket Nation of present-day Bristol, Rhode Island, demanded their land back, and after being denied, opted to camp out at Bristol's Mount Hope for a month before an agreement was made. Russell Carey, executive vice president for planning and policy at Brown, and the principal negotiator for the Brown University stated "We're very pleased that the Pokanoket have agreed to engage other Native tribes to establish a trust that will both preserve this land and ensure sustainable access to its sacred sites in a way that is inclusive of other Native peoples. This was Brown's goal," (Andrews, 2017). This was obviously a challenging decision for the University to make, yet in the end, all parties are getting some of what they want.

In an unprecedented event, the US Department of the Interior announced in July 2021, that they will be returning 18,800 acres of land to the care of the Confederated Salish and Kootenai Tribes (CSKT) of the Flathead Reservation in Montana. The land is known as National Bison Range, and was put under US protection in 1908 after colonizers attempted to wipe out the animal (U.S. Department of the Interior, 2021).

In May 2021, the Passamaquoddy Tribe of Maine reacquired 140-acre Kuwesuwi Monihq (known locally as Pine Island) in Big Lake, Maine. The transfer was a

collaborative effort between the Passamaquoddy, the Nature Conservancy, and First Light, an advocacy group. The Tribe primarily used this island as a food cellar location, though with the outbreak of smallpox, it was used to quarantine people as well (Feinburg, 2021).

Rich Snyder, a plumber in Colorado simply returned his land to the Ute Tribe, because he thought it was better off in their hands. He was at a financial loss after the transfer, but did not mind doing what is right. The Ute also received a gift of \$250k by Monterey, California resident Christine Sleeter due to profits from her family's homestead on the Ute traditional territory. For Christine, it's a matter of "returning what was stolen" (Tanner, 2017).

In Wyandotte Nation, South Dakota, the Jesuit St. Francis Mission relinquished 525 acres of land in 2017 to the Rosebud Indian Reservation. The land had been given to the Mission in the 1880's by the Federal government in order to support educational activities serving the Sicangu Lakota people who were living on the reservation at the time. Reverend John Hatcher stated, "we're out of the property business, and we're out of a colonial approach to the work of mission" (Wyland, 2017).

University of the Wild professor, Dr. Larry Buell gave the Nipmuk tribe a 2.5-acre tract of land in 2016 in Nichewaug (known as Petersham, Massachusetts). Then, the nonprofit Nipmuk Cultural Preservation, Inc. paid Buell \$92.5k to purchase 18.5 more acres in the same area in June. The land was officially transferred back to the Nipmuk tribe in a "Ceremony of Acknowledgement" on September 21st this year. A resident of Petersham stated "the presence of Nimpucs in Petersham will expand our residents

understanding of the town's early history and teach us to all live more lightly on the Earth through the understanding of indigenous ways practiced in this region for eons" (Miner, 2019).

Jim and Marget Hogan donated a vacant parcel of land in New Jersey to the Brotherton Indian Reservation. The reservation had been sold off piece-by-piece by the state during the early 1800s, which was not their right to do. This forced the 200-plus Leni-Lenape living there to move elsewhere. Now they can finally return to that land. Finally, in 2018 Art and Helen Tanderup transferred 1.6 acres of land to the Ponca tribe. Part of the motivation for the transfer was to legally block the construction of the Keystone XL pipeline. Art Tanderup stated "the Ponca and people of this community continue to build strong relationships as they work in collaborative efforts" (Corbet, 2018).

In fact, the legal system is riddled with cases and legislation regarding land returns. Oregon recently passed the Oregon Tribal Fairness Act, returning 17,000 acres of land to the Cow Creek Band of Umpqua Indians, and 15,000 acres to the Confederated Tribes of Coos, Lower Umpqua & Siuslaw Indians (Congress, 2018). Similarly, Congress is considering returning nearly 12,000 acres to the Leech Lake Band of Ojibwe in a measure that "seeks to reverse a land seizure by the U.S. Bureau of Indian Affairs that dates back to the 1940s" (Star Tribune, 2018). In a litigation with the Narragansett Tribe of Rhode Island in 1978, 1,800 acres of land was returned to the tribe as part of a settlement agreement (U.S. Department of the Interior, 1979). Other states along the East Coast including Maine, New York, Connecticut, and Massachusetts had similar lawsuits,

as well. There is also a question of whether the U.S. Supreme Court will rule to overturn a murder case from 1999 in Muscogee Creek Nation's reservation, due to the fact that the original case was accidentally presided over by the Oklahoma Supreme Court, instead of the Federal Court. The decision will determine whether half of the State will be returned to the Tribe, or not (Nagle, 2019).

What is most interesting about these cases, is that (1) the Native American Tribe never precluded people from interacting with the lands that they receive, except during a ceremony, and (2) *stronger* relationships were forged due to this process. Some of these cases were not easy decisions by the landowner(s), yet there is a clear sense of responsibility to do what is right: to return land to the peoples who were forcibly removed from the land hundreds of years ago. These processes have proven to be of teamwork and building a sense of community; something every human can relate to. At the end of the day nothing really changed, except the name on the title and the way the land is treated.

When thinking about how to return Goukdi'n to the Wiyot Tribe, it is not as clear cut as many of the examples listed above. In fact, this situation is unique, in that there is no record of a university returning land to a Tribe in the US at all. This would be a precedent-setting, one-of-a-kind transaction. It will likely make international news, and put Humboldt State on the map in a new, good way. People, universities, and organizations everywhere would be looking to HSU to see how they moved through the processes to achieve better relationships with their local tribes.

In a discussion panel hosted by HSU's Native American Studies department on October 13, 2021 titled, *Decolonizing Sustainability: Amplifying Indigenous Perspectives and Transforming Sustainability Discourse*, Dr. Zoe Todd states,

The ongoing Land Back conversation in Canada and the US, which advocates for the return of stolen lands to Indigenous peoples shows us at the full material return of lands and waters to Indigenous nations and to dispossessed people's globally, and deep conversations about white supremacy, decolonization, and racism here and internationally, are critical to reshaping Indigenous state relations in Canada, and subsequently building the reciprocal relationships needed to repair and restore environmental harm that Canada [and the US] has allowed to happen across the country for generations.

This is the time to continue this momentum. One of the most involved members of the next generation of Wiyot leaders is Hilanea Wilkinson. She speaks of the impact of Goukdi'n being returned:

It's really important to our culture with our history of where we were, where our villages were, the way of life it shows how we could imagine how the historical people lived, especially if we knew where they work, we get the land back, we can go and gather from those sites that we used to gather from, and it pretty much comes back to like a full circle and where we got our land back, we're on our spiritual sites, sacred sites like Bear Ridge, and the island. And it's really important for future generations to have a chance to be there and walk in the footsteps of our ancestors, you know? If that was one thing I said too back in 2014, when we were doing the ceremony is that they're probably standing there with us or looking down and finally, you know, we're back to where we came from. (Hilanea Wilkinson, [Interview], June 30, 2020)

The time to return land to tribes is long overdue.

CHAPTER 3: WHERE DO WE GO FROM HERE?

Carrie Tully: You can't keep fighting Mother Earth, and think you're going to win... You can't think that you're going to conquer the planet, because she'll kick us right off.

Chairman Hernandez: No, she will, and I'm glad you said that part, because I remember seeing that documentary about the Eel River...The River Feeds Us. And there's that one part where I said, you know, 'if you continue to do what you're going to do, Mother Earth is going to take care of you. If you continue to damage it, she's going to wake up and let you know, 'No, enough's enough.' And guess what happens: we had the great tsunami, we had the flood of '64. She's going to say 'Enough's enough you guys.' She'll get rid of us real fast. Just like you said, she's going to kick us off it if we don't stop doin' what we're doing...And she's throwing the signs out there, I mean, look it, we're having all these earthquakes. We're having earthquakes ...in places that shouldn't be having earthquakes. It's like she's saying, 'Wake up guys, continue to do what you're gonna do, I'll make us all disappear, and we'll start over again,' you know? 'I will cleanse this place, I will cause the water to cleanse it.' But guess what, we'll start all over until it begins perfect again' That's how powerful Mother Earth is and that's how powerful our Creator is. I mean, it's like, wake up people, you know, it's, it's reality, you know. Hopefully by the end of it we can do our ceremonies and we can put everything back into balance and she'll say, 'Okay, everything is balanced.'

~ Interview with Ted Hernandez, Chairman of the Wiyot Tribe

It is easy to see the ecological devastation that is occurring all around us lately. These natural disasters are not going away, they are worsening. People seem to be more desperate than ever, working harder and more than ever before, struggling to scrape enough money together to survive. The mental and therefore physical pressure we are all enduring feels like a tea kettle that has been whistling for ten minutes, water splattering out of the lid. It feels impossible to keep it together, yet we are expected to day after day. I know this feeling, because I have been living it too, as I try to navigate multiple jobs and projects, raising my beautiful daughter, pets (lots), and...oh right...finishing this thesis.

It is high time that we start envisioning a world worth having: a world we're excited about. As previously mentioned, Dr. Sarah Ray's book, *A Field Guide to Climate Anxiety* (2020), addresses 'the climate generation' (p. 3) in a way to provide another way of framing the dismal world we have come to exist in: one where there is support for one another, and places and ways to share contemporary, or even radical ideas that will change the outcome of our planet's health. Ray states, "Envisioning a compelling future is central to emergent strategy. The conviction that our efforts are multiplied by a larger community that we may have never met emboldens us to keep doing the work and staves off the discouragement we may feel when we look around and see so much destructive behavior" (p. 70).

This is just the beginning. As this thesis has demonstrated, this is not the first, nor will it be the last lands to be returned to the Wiyot Tribe, or the many other tribes that are seeking reconnection to their place. With the changes that so many people are working towards, whether it's changing legislation to include the words "and Native American tribes", working with a university to build programs and projects that center Indigenous peoples and pedagogies, pushing the federal government to return national parks to tribes, fighting a pipeline or bringing down dams to our rivers, or working towards consultation and collaboration with tribes, there are changes happening all over the world to heal Mother Earth.

When we begin thinking about what is possible instead of saying 'no' to something out of fear, we begin to emerge from our settler colonial selves and grow into the actual advanced society the world needs: one that is centered on balance, reciprocity,

and healing. "Emergence notices the way small actions and connections create complex systems, patterns that become ecosystems and societies. Emergence is our inheritance as a part of this universe; it is how we change. Emergent strategy is how we intentionally change in ways that grow our capacity to embody the just and liberated worlds we long for" (adrienne maree brown, *Emergent Strategy*, 2017, p. 3).

In adrienne maree brown's premier book, *Emergent Strategy* (2017), she discusses the concept of fractals. She states, "A fractal is a never-ending pattern. Fractals are infinitely complex patterns that are self-similar across different scales. They are created by repeating a simple process over and over in an ongoing feedback loop" (p. 51). Fractals symbolize the relationship between small and large, and that what is practiced at a small scale can reverberate to the largest scale. When thought of in terms of activism and action, fractalization can begin with transforming yourself, and will grow amongst your community, and then to the regional, state, national, and even the global level. That is the goal of returning Goukdi'n. Eddie Koch states during our conversation,

I think that maybe these land transfers, to me, I think that maybe they can mean the beginning of a conversation about how to expand this to, like you said, not just include giving back...I mean, I think what's the what's happening in the world today and the Dakota Access Pipeline, that order to shut that down and things like that, there's a lot of big things that are happening with tribal rights and tribal sovereignty. And then our Terra Gen thing, look at that, you know, that was huge. And so, I don't know, hopefully it can at least start to expand this. Looking at solutions to the larger picture and the larger problem. And, you know, just no matter what, part of the equation you look at, cuz, it's complicated, right? There are many pieces to this equation in life. As the Wiyot Tribe standing here, in the middle of their ancestral territory, on an itty-bitty chunk land with some staff members, and we're trying to get grants, and we're trying to do all this stuff, good stuff. We're all doing good stuff.

And when people give back these chunks of land, it's this big deal. (Eddie Koch, [Interview], July 16, 2020)

The return of Tuluwat or Goukdi'n is not all there is. They are a starting point...patterns being fractalized with every person who learns of them and takes action to do the same in their own communities. Because we are a generation that is able to share information on a major scale with just a single post on social media, think of the ways we can create change at this stage. Chairman Hernandez states:

Think about it, you just said, 'these little fights.' Standing Rock, we'll use for an example. Y have the younger generation who are fighting for the protection of their water rights and their land. So how do they get the rest of the world involved? They take videos, and they put it on social media and guess who came? Everyone from everywhere. But they used social media to do it, and it made a change. And it *did.* You know, you have everything that's happening, the generation knows, if we place it on social media, people are going to see it. It's going to make a change. (Chairman Hernandez, [Interview], June 25, 2020)

And he continues to speak about the next generation:

I feel that it's your generation that's gonna take us to where we need to go, and it's gonna be your daughter's generation as well. You know, you guys are all opening up this path, but imagine when she's gets older, it's gonna be even more open. S has more room to do the things she needs to do...make things change. Every generation makes that, that hole bigger where the next generation can come in and actually make it even better. So, you know my grandfather started, my grandpa and grandma's generation, they started a small hold, then we came, then my parents came along and they made the hole a little bit bigger. I came along, my wife came along, we made the hole bigger. Now you guys are here making the hole a whole lot bigger. Your voices are out there, they're being heard, you know. People are hearing. They may not like what you're saying, but they're hearing it, you know, our lives do matter, or all traditional land does matter, or ceremonies do matter, or, you know, this is the way, it does matter. People are listening. But some may not like it, but they'll get over it, and they'll say, 'hey, they may be right.

Maybe we need to come back and look at it in their way'. So, it's going to be the generation of you guys that's going to be continuing to progress and make this a better world. That's the way I see life today. (Chairman Hernandez, [Interview], June 25, 2020)

Dr. Sarah Ray echoes these very thoughts in her book, quoting environmental scientist and educator Elin Kelsey, "Environmental solutions are emerging and maturing all over the world. But they are often ignored or trivialized or underreported and thus the likelihood of replicating them is reduced because they do not fit the battle cry we constantly hear - the earth is doomed." (Elin Kelsey, *Beyond Doom and Gloom, an Exploration Through Letters*, in Ray, 2020, p. 81).

In conclusion, I find myself coming back to that one word: connection. How is any of what I have written about connected? Settler colonialism, genocide, US history, historical trauma, healing, and land return are necessary intrinsically interconnected. You cannot separate them out. Had explorers come to the US and just peacefully coexisted with Indigenous peoples while learning with and growing from one another, I would be writing my thesis on something else completely. Had we remained in relationship to place and land, and to our Mother Earth, there would be no need for the rematriation of land. Those are the ways we can imagine otherwise (brown); a future that is worth living, and one we are worthy of receiving.

WORKS CITED

- 1. Advocacy & Water Protection in Native California Curriculum. (2021). Save California Salmon. (2021). https://www.californiasalmon.org/_files/ugd/d97ff6_e3da0a5f61914bf18bcd89b2 5787c036.pdf.
- 2. Albertus, M. (2021). *The time to return land to tribes is long overdue*. The Hill. (2021). https://thehill.com/opinion/campaign/542310-the-time-to-return-land-to-native-americans-is-long-overdue.
- 3. American Indians and the Homestead Act. National Parks Service. (2021)
- 4. *An Indigenous Approach to Healing Trauma*. (2021). Uplift. https://upliftconnect.com/indigenous-approach-to-healing-trauma/.
- 5. Andre, M. (1994). *Arcata Community Forest & Jacoby Creek Forest management plan*. Arcata, California: [Environmental Services Dept.]. Humboldt State University Library, Special Collections, Humboldt Room, Arcata, CA.
- 6. Andre, M. [Interview]. July 15, 2020. Online.
- 7. Andrews, D. (2017). Letter: David Andrews: Brown should return land to R. I.'s Pokanoket Tribe. Brown Daily Herald. (2019). providencejournal.com/opinion/20170903/letter-david-andrews-brown-should-return-land-to-ris-pokanoket-tribe
- 8. Andrews, D. (2017). *Letter: Pokanoket land, Letter to the editor*. Brown Daily Herald. (2019). http://www.browndailyherald.com/2017/09/05/letter-pokanoket-land/.
- 9. Artichoker, K. & Mosseau, M. (2021). *Violence Against Native Women is Not Traditional Handbook*. Sacred Circle National Resource Center. Rapid City. https://www.niwrc.org/sites/default/files/files/reports/VANW%20Not%20Traditional%20-%20Handbook.pdf.
- 10. AR6 Working Group I Summary for Policymakers Headlines. (2021). Intergovernmental Panel on Climate Change. (2021). https://www.ipcc.ch/report/ar6/wg1/downloads/report/IPCC_AR6_WGI_Headline_Statements.pdf.
- 11. Associated Press. (2009). *Tribes buy back America acres at a time*. NBC News. (2019). https://www.nbcnews.com/id/wbna34602971.
- 12. Atkins, M. [Interview]. May 14, 2021. Online.

- 13. Berkes, F. (2005). *Traditional Ecological Knowledge*. Encyclopedia of Religion and Nature, Continuum International, 2, 1646-1649.
- 14. Bilheimer, E. *26th Annual Social Justice Summit: Demanding Justice Now*. El Lenador. Spring 2020. (2021). https://www.ellenadornews.com/2020/03/04/26th-annual-social-justice-summit-demanding-justice-now/.
- 15. Biron, C. L. (October 21, 2019). *Historic U.S. island return to native tribe 'path forward' for other land transfers*. Reuters. (2021). https://www.reuters.com/article/usa-land-indigenous-idINL5N2766M7.
- Bowman, B. (2016). Civilization and Its Consequences. Political Science, International Relations, Political Theory. 10.1093/oxfordhb/9780199935307.013.30.
- 17. brown, a. m. (2017). Emergent Strategy. Chico. AK Press.
- 18. Brown, E. D. (July 10, 2017). *Technology can be a band-aid rather than a solution*. Eric Brown. (2021).https://ericbrown.com/technology-band-aid-rather-than-solution.htm.
- 19. Brown-Rice, K. (2013). *Examining the Theory of Historical Trauma Among Native Americans*. The Professional Counsellor: 3(3), 117-130.
- 20. Buckley, T. (2002). *Standing Ground: Yurok Indian Spirituality 1850-1990*. University of California Press. Berkeley.
- 21. Burns, R. (2019). *In a Wild Meeting, the Planning Commission First Deadlocks, Then Denies the Humboldt Wind Energy Project*. Lost Coast Outpost. (2020). https://lostcoastoutpost.com/2019/nov/21/planning-commission-decision-humboldt-wind-energy/.
- 22. Butler, O. (1993). Parable of the Sower. New York: Warner Books.
- 23. *California Assembly Bill 379*. (2021). LegiScan. (2021). https://legiscan.com/CA/bill/AB379/2021.
- 24. *California Indian tribe gets Big Sur ancestral lands*. (2020). Associated Press. (2021). https://apnews.com/article/or-state-wire-native-americans-us-news-california-ca-state-wire-4786a72a304e29db02055dfa97d65597.
- 25. *California State University*. (2021). Wikipedia. (2021). https://en.wikipedia.org/wiki/California State University#Governance.
- 26. Canter, A. [Interview]. July 7, 2020. Online.

- 27. Canter, A. (2019). *OP-ED: The Terra-Gen Wind Power Project Will Chain Us to the PG&E Grid and Ruin a Sacred Place*. Lost Coast Outpost. (2020). https://lostcoastoutpost.com/2019/nov/7/op-ed-terra-gen-wind-power-project-will-chain-us-c/.
- 28. Cleaves, W., and Sepulveda, C. (2021). *Native Land Acknowledgements Are Not the Same As Land*. Bloomberg. (2021). https://www.bloomberg.com/news/articles/2021-08-12/native-land-stewardship-needs-to-follow-acknowledgment.
- 29. *The Constitution of the United States: A Transcription*. National Archives. (2021). https://www.archives.gov/founding-docs/constitution-transcript#page-header.
- Corbet, J. (2018). Nebraska Farmers Return Land to Ponca Tribe in Effort to Block Keystone XL. Intercontinental Cry. (2019). https://intercontinentalcry.org/nebraska-farmers-return-land-to-ponca-tribe-in-effort-to-block-keystone-xl/.
- 31. CORE Course: Understanding Water Policy, Law, & Tribal Sovereignty. YouTube. Uploaded by Save California Salmon. Jan. 24, 2021. https://www.youtube.com/watch?v=tzobV2rGV4M.
- 32. Coulthard, G. S. (2014). *Red Skin, White Masks: Rejecting the Colonial Politics of Minneapolis*. Minneapolis: University of Minnesota Press.
- 33. Crenshaw, K. (October 15, 2015). *Kimberlé Crenshaw Discusses 'Intersectional Feminism'*. YouTube. Uploaded by Lafayette College. (2021). https://www.youtube.com/watch?v=ROwquxC_Gxc.
- 34. Daugherty, O. (October 21, 2019). *California city returns island to Native American tribe after more than 150 years*. The Hill. (2019). https://thehill.com/blogs/blog-briefing-room/news/466763-california-city-returns-island-to-native-american-tribe-after.
- 35. Decolonizing Sustainability: Amplifying Indigenous Perspectives and Transforming Sustainability Discourse [Video]. (2021). Facebook. https://www.facebook.com/hsunasp/videos/575163373795177.
- 36. DeLapp, N. (2019). *OP-ED: The Terra-Gen Wind Power Project Will Give Humboldt Clean, Green Energy Independence*. Lost Coast Outpost. (2020). https://lostcoastoutpost.com/2019/nov/7/op-ed-terra-gen-wind-power-project-will-give-humbo/.
- 37. Denzin, N. K. (2007). *Grounded theory and the politics of interpretation*. The Sage Handbook of Grounded Theory. Sage. London. 454-471.

- 38. Donnelly, J. [Interview]. April 27, 2021. Online.
- 39. Drinnon, R. (1997). Facing West: The Metaphysics of Indian Hating and Empire Building. University of Oklahoma Press. Norman and London.
- 40. Droz, P. (November 15, 2021). *The Healing Work of Returning Stolen Lands*. Yes! Magazine. (2021). https://www.yesmagazine.org/issue/a-new-social-justice/2021/11/15/return-stolen-lands-wiyot-tribe.
- 41. Dunbar-Ortiz, R. (2014). *An Indigenous Peoples' History of the United States*. Beacon Press. Boston
- Dupuy, B. (2017). Native Americans Win Victory at Brown University after Pokanoket Tribe Protest. Newsweek.
 (2019). https://www.newsweek.com/brown-university-native-americans-protests-agreement-671354.
- 43. Eidsness, J. (2007). *Draft environmental impact report: Tuluwat restoration project*. Arcata, CA: H.W.R. Engineering & Science.
- 44. Ely, J.W. (2007). *The Guardian of Every Other Right: A Constitutional History of Property Rights*. Oxford University Press. Oxford.
- 45. Environment & Community Research. [Class]. November 26, 2018.
- 46. Erdkamp, P. et al. (2015). Ownership and Exploitation of Land and Natural Resources in the Roman World. Oxford University Press. Oxford.
- 47. Eyers, P. (2017). *Decolonization Meaning What Exactly?*. Unsettling America: Decolonization in Theory & Practice.
- 48. Fanon, F. (1963). *The Wretched of This Earth*. Grove Press. New York.
- 49. Feinburg, R. (May 18, 2021). *Passamaquoddy Tribe reacquires stolen land on Pine Island*. Bangor Daily News. (2021). https://bangordailynews.com/2021/05/18/news/down-east/passamaquoddy-tribe-reacquires-stolen-land-on-pine-island/.
- Gearon, J. (2021). Indigenous Feminism is Our Culture. Stanford Social Innovation Review. (2021). https://ssir.org/articles/entry/indigenous_feminism_is_our_culture.
- 51. Gershon, L. (2020). *How Conservation Is Shaped by Settler Colonialism*. JSTOR Daily. (2021). https://daily.jstor.org/how-conservation-is-shaped-by-settler-colonialism/.
- 52. Gilio-Whitaker, D. (2019). As Long as Grass Grows. Beacon Press. Boston.

- 53. Gilio-Whitaker, D. (November 14, 2018). *Settler Fragility: Why Settler Privilege Is So Hard to Talk About*. Beacon Broadside. (2021). https://www.beaconbroadside.com/broadside/2018/11/settler-fragility-why-settler-privilege-is-so-hard-to-talk-about.html.
- 54. Goeman, M. (2008). (Re)Mapping Indigenous Presence on the Land in Native Women's Literature. Johns Hopkins University Press. American Quarterly. 60(2). 295-303.
- 55. Gómez-Barris, M. (2017). *The Extractive Zone: Social Ecologies and Decolonial Perspectives*. Durham: Duke University Press.
- 56. Gone, J. P. (2009). A Community-Based Treatment for Native American Historical Trauma: Prospects for Evidence-Based Practice. Journal of Consulting and Clinical Psychology, Aug. 77(4), 751-62.
- 57. Gray, C., and Rück, D. (2019). *Reclaiming Indigenous Place Names*. Yellowhead Institute. (2020). https://yellowheadinstitute.org/2019/10/08/reclaiming-indigenous-place-names/.
- 58. Green, D. [Interview]. June 26, 2020. Online.
- 59. Greenson, T. (2019). 'We're coming home'. In: North Coast Journal. (2019). https://www.northcoastjournal.com/humboldt/were-coming-home/Content?oid=1284984.
- 60. *Goukdi'n Advisory Committees Meeting Minutes* (October 22, 2020). Humboldt State University Goukdi'n Advisory Committee. (2020).
- 61. *Government*. (2021). The California State University. (2021). https://www.calstate.edu/impact-of-the-csu/government
- 62. Hendlin, Y. H. (2014). From Terra Nullius to Terra Communis: Reconsidering Wild Land in an Era of Conservation and Indigenous Rights. Environmental Philosophy, 11(2), 141–174. https://www.jstor.org/stable/26169802.
- 63. Hernandez, T. [Interview]. June 25, 2020. Online.
- 64. Hernandez, T. [Email]. June 12, 2019.
- 65. Hibbard, et al., (2008). The Split Personality of Planning: Indigenous Peoples and Planning for Land and Resource Management. Journal of Planning Literature, 23(2), 136-151.
- 66. *History of Native California* [Video]. (2020). Facebook. Uploaded by Humboldt State University Native American Studies Department. https://www.facebook.com/502828276426065/videos/204470350679283.

- 67. Homestead Act. (2019). History. (2021). https://www.history.com/topics/american-civil-war/homestead-act#:~:text=The%201862%20Homestead%20Act%20accelerated,free%20acres%20of%20federal%20land.
- 68. *H.R.1306 Western Oregon Tribal Fairness Act.* (January 8, 2018). Congress. (2019). https://www.congress.gov/bill/115th-congress/house-bill/1306.
- 69. Huffman, J. (November 18, 2021). Jared Huffman, U.S. Congressman Serving California's 2nd District. (2021). https://huffman.house.gov/imo/media/doc/HUFFCA_033_xml%20Updated%201 1.16.pdf.
- 70. Humboldt County Recorder. (April 29, 2019). Grant Deed. 2019-007422. (2019).
- 71. *Humboldt State University Polytechnic Prospectus*. (2021). Humboldt State University. https://www.humboldt.edu/sites/default/files/hsupolytechnicprospectus.pdf.
- 72. *Humboldt State University Strategic Plan 2015-2020*. (2015). Humboldt State University. https://diversity.humboldt.edu/sites/default/files/strategic_plan_2015-2020_final_.pdf.
- 73. Huntsinger, L., Diekmann, L. (2011). *The Virtual Reservation: Land, Distribution, Natural Resources, and Equity on the Yurok Forest.* Natural Resources Journal, 50, 341-349.
- 74. Iati, M. (2019). *The U.S. once forced this Native American tribe to move. Now they're getting their land back.* Washington Post. (2019). https://www.washingtonpost.com/religion/2019/09/19/us-once-forced-this-native-american-tribe-move-now-theyre-getting-their-land-back/.
- 75. *Indian Island Massacre of 1860*. (2016). Northwestern California Genocide Project. (2021). https://nwgenocide.omeka.net/exhibits/show/wiyot--tuluwat-massacre.
- 76. Interior Transfers National Bison Lands in Trust for the Confederated and Kootenai Tribes. (Jun 23, 2021). U.S. Department of the Interior. (2021). https://www.doi.gov/pressreleases/interior-transfers-national-bison-range-lands-trust-confederated-salish-and-kootenai.
- 77. InterTribal Sinkyone Wilderness Council, NE Mendocino County, CA. (2008). Lannan. (2019). https://lannan.org/indigenous-communities/special-projects/intertribal-sinkyone-wilderness-council-ne-mendocino-county-ca.

- 78. Jensen, D. (2009). Foreword. In: Smith, A. et al. (2009). Unsettling Ourselves: Reflections and Resources for Deconstructing Colonial Mentality. Unsettling Minnesota Collective.
- 79. Johnson, J. (2016). Land repatriation as decolonization: Indigenous methods of reclaiming land and reversing "colonial spatial violence". [Senior Capstone Project]. Vassar College. Poughkeepsie.
- 80. *Kashia Coastal Reserve*. (2019). The Trust for Public Land. (2019). https://www.tpl.org/our-work/kashia-coastal-reserve.
- 81. Kauanui, J. K., and Wolfe, P. (2012). *Settler Colonialism Then and Now*. Politica & Societa. ISSN 2240-7901: 235-258.
- 82. Kenney, A. (2019). A nomadic plumber found mysterious stones on his land so he became the first person to return land to the Ute Indian Tribe. The Denver Post. (2019). https://www.denverpost.com/2019/09/13/land-reparations-san-luis-ute-tribe/.
- 83. Kehoe, D. P. (2007). *Law and the rural economy in the Roman Empire*. University of Michigan Press. Ann Arbor.
- 84. Kimmerer, R. W. (2003). *Gathering Moss: A Natural and Cultural History*. Oregon State University Press. Corvalis.
- 85. Kimmerer, R. W. (2015). *Braiding Sweetgrass*. Milkweed Editions. Minneapolis.
- 86. Klein, E. *Technology is changing how we live, but it needs to change how we work.* Vox. (2021). https://www.vox.com/a/new-economy-future/technology-productivity.
- 87. Kleinschnidt, B. and Tully, C. (May, 2021). *Bringing the Forest Back to Health: Collaboration between the Wiyot Tribe and HSU*. EcoNews. https://www.yournec.org/bringing-the-forest-back-to-health-collaboration-between-the-wiyot-tribe-and-hsu/.
- 88. Knight, D. [Twitter post]. March 31, 2021. Twitter. https://twitter.com/DrDeeKnight/status/1377416499359412224.
- 89. Koch, E. [Interview]. July 16, 2020. Online.
- 90. Krol, D. U. (April 2, 2018). *How this tribe got their coastal California lands returned*. Positive News. (2019). https://www.positive.news/society/how-this-tribe-got-their-coastal-california-lands-returned/.
- 91. Kullman, S., Fraley, B. (2012). *Tuluwat: Restoring the Center of the Wiyot World*. Native Pathways Speaker Series. Humboldt State University Library, Arcata, CA.

- 92. Land Buy Back Program for Native Americans. (2019). US Department of the Interior. (2019). https://www.doi.gov/buybackprogram/.
- 93. Lara-Cooper, K., and Lara, Sr., W. J. (2019). *Ka'm-t'em: A Journey Toward Healing*. Great Oak Press. Pechanga.
- 94. Leeming, D. A. (2010). *Creation Myths of the World: An Encyclopedia*. ABC-CLIO. Ukraine.
- 95. Libolt, K. (June 24, 2019). [Email].
- 96. Linklater, R. (2014). *Decolonizing Trauma Work: Indigenous Stories and Strategies*. Fernwood Publishing Co., Ltd. Halifax.
- 97. Lister, M. (2018). 'The Only Way to Save the Land is to Give It. Back': A Critique of Settler Conservationism. The Red Nation. (2019).
- 98. Logan, P. (2011). *Tribe uses land conservancies to reclaim ancestral grounds*. High Country Today. (2019). https://www.hcn.org/issues/43.15/tribes-use-land-conservancies-to-reclaim-ancestral-grounds.
- 99. Madrigal, A. (2008). Sovereignty, Land & Water: building tribal environmental and cultural programs on Cahuilla and Twenty-Nine Palms Reservations. California Center for Native Nations. Riverside.
- 100. *Mamápukaib (The Old Woman Mountains)*. (2018). Native American Land Conservancy. (2019). https://www.nativeamericanland.org/.
- 101. Mangas, M. & Robinson, A. (November 8, 2021). Return of Tribal Land: Ancestral land in Hat Creek returned to Pit River Tribe. ABC & KRCR. (2021). https://krcrtv.com/news/local/return-of-tribal-land-ancestral-land-in-hat-creek-returned-to-pit-river-tribe#:~:text=SHASTA%20COUNTY%2C%20Calif.,a%20court%2Dordered%20 bankruptcy%20settlement.
- 102. Matsui, K. (2015). Problems of Defining & Validating Traditional Knowledge: A Historical Approach. The International Indigenous Policy Journal, 6(2), 2-25.
- 103. McGuire, M. Senator. (September 24, 2021). *McGuire's historic legislation transferring sacred Blues Beach property back to Mendocino County Tribes signed by Governor Newsom.* (2021) California Senator Mike McGuire, Senate District 2. https://sd02.senate.ca.gov/news/2021-09-24-mcguire% E2% 80% 99s-historic-legislation-transferring-sacred-blues-beach-property-back.

- 104. Merton, R. K. (1972). *Insiders and Outsiders: A Chapter in the Sociology of Knowledge*. American Journal of Sociology. 78(1): Varieties of Political Expression in Sociology. 9-47.
- 105. Middleton, B. R. (2011). *Trust in the Land: New directions for Tribal conservation*. Tucson. UA Press.
- 106. Million, D. (2013). *Therapeutic Nations: Healing in an Age of Indigenous Human Rights*. Tucson: University of Arizona Press.
- 107. Mills, M., and Nie, M. (2021). *Bridges to a New Era: A Report on the Past, Present, and Potential Future of Tribal Co-Management on Federal Public Lands*. Public Land & Resources Law Review. 44 Article 2.
- 108. Miner, B. L. (July 25, 2019). Nipmuk group buys land in Petersham for cultural center. (2019). Telegram. https://www.telegram.com/story/news/local/north/2019/07/25/nipmuk-group-buys-land-in-petersham-for-cultural-center/4602794007/.
- 109. *The Mountain Maidu Homeland*. (2019). Maidu Summit. Maidusummit.org.
- 110. Mukherjee, S. (2019). *After marathon meetings, supervisors vote 4-1 to deny Terra-Gen's wind energy project*. Times Standard. (2020). https://www.times-standard.com/2019/12/17/supervisors-deny-terra-gens-appeal-for-wind-energy-project/.
- 111. Mukherjee, S. (2019). *It's official: Eureka formally transfers Indian Island land back to Wiyot Tribe*. (2019). In: Times-Standard. https://www.times-standard.com/2019/10/21/its-official-eureka-formally-transfers-indian-island-land-back-to-wiyot-tribe/?fbclid=IwAR24bMi4HZdRcdS8OzgLjyeu6G8vltqyjirQkwWEsPdwEB9Tc pN5hDiNcZ8.
- 112. Murray, A. & Wunner, R. (1980). A Study of the Jacoby Creek Watershed, Humboldt County, California. Jacoby Creek Canyon Community. Bayside.
- 113. Nagle, R. (2020-1). *This Land*. [Podcast]. (2020). Spotify.
- 114. Narragansett Indian Claims in Rhode Island Extinguished. (August 6, 1979). U.S. Department of the Interior. Indian Affairs. (2019). https://www.indianaffairs.gov/as-ia/opa/online-press-release/narragansett-indian-claims-rhode-island-extinguished#:~:text=Under%20terms%20of%20the%20Rhode,of%20all%20their%20land%20claims.

- 115. Native American Graves Protection and Repatriation Act. 104 STAT 3048. (November 16, 1990). U.S. Congress.
- 116. Nelson, K. E. (2008). *The Right Thing To Do: Returning Land to The Wiyot Tribe*. (Master's thesis). Humboldt State University Library, Arcata, CA.
- 117. Newcomb, S. (1995). *Perspectives: Healing, Restoration, and Rematriation*. News & Notes. Spring/Summer 1995, p. 3. (2019). http://ili.nativeweb.org/perspect.html.
- 118. Norton, J. (1979) *Genocide in Northwestern California: When Our Worlds Cried.* Indian Historian Press. San Francisco.
- 119. Oliver, D. [Interview]. July 31, 2020. Online.
- 120. Oliver, D. (July 31, 2020). *Jacoby Creek (Goukdi'n) Forest Summary of Activity during HSU's 2019-2020 Academic Year.*
- 121. *Our Preserves/Mosler Property*. (2019). Kumeyaay Diegueño Land Conservancy. (2019). http://www.kdlc.org/html/mosler.html.
- 122. *Our Preserves/Sacred Mountain Ranch*. (2019). Kumeyaay Diegueño Land Conservancy. (2019). http://www.kdlc.org/html/kuuchamaa.html.
- 123. *Perpetrators*. (2016). Northwestern California Genocide Project. (2021). https://nwgenocide.omeka.net/exhibits/show/wiyot--tuluwat--massacre/those-behind-the-attack.
- 124. Perry, I. (2018). *Vexy Thing*. Durham. Duke University Press.
- 125. *The Planting Justice Nursery & Sogorea Te' Land Trust*. Planting Justice. (2019). https://plantingjustice.org/nursery-sogorea-te/.
- 126. Positive News. (2019). *How this tribe got their coastal California lands returned*. Positive News. (2019). https://www.positive.news/society/how-this-tribe-got-their-coastal-california-lands-returned/.
- 127. Project: Humboldt State University/Arcata Jacoby Creek Forest Expansion. (2018). California Natural Resources Agency. (2021). http://bondaccountability.resources.ca.gov/Project.aspx?ProjectPK=16548&Propo sitionPK=4.
- 128. Proposition 84. (2006). Institute of Governmental Studies, University of California, Berkeley. (2021). https://igs.berkeley.edu/library/elections/proposition-84#:~:text=Proposition%2084%20(Safe%20Drinking%20Water,as%20for%20nat ural%20place%20preservation.

- 129. Pruitt, S. (2020). *Broken Treaties with Native American Tribes: Timeline*. History. (2021). https://www.history.com/news/native-american-broken-treaties.
- 130. Rakoff, V., Sigal, J.J., and Epstein, N. (1966). *Children and families of concentration camp survivers*. Canada's Mental Health. 14: 24-26.
- 131. Ray, S. (2020). *A Field Guide to Climate Anxiety*. University of California Press. Berkeley.
- 132. Reed, K. (2020). We Are a Part of the Land and the Land Is Us: Settler Colonialism, Genocide & Healing in California. Humboldt Journal of Social Relations. 1(42). Article 4.
- 133. Reid, W. V., (2006). Foreword. In: in Walker, B., Salt, D. (2006). *Resilience Thinking*. Washington, DC: Island Press.
- 134. *Resolution 2004-22*. (May 18, 2004). Eureka City Council Minutes (2021). http://archives.ci.eureka.ca.gov/ecmxclient/Image/Default.aspx?id=28617&v=1& x=tif.
- 135. Resolution 2018-19. (December 4, 2018). Eureka City Council Minutes. (2021). http://archives.ci.eureka.ca.gov/ecmxclient/File.ashx?id=107207&v=1&x=pdf.
- 136. Resolution 2019-1653. (November 14, 2019). Humboldt County Planning Commission Minutes. (2021). https://humboldt.legistar.com/MeetingDetail.aspx?ID=738206&GUID=88339150-1F2D-4E5D-9316-D8E01095F5C3&Options=info|&Search=bear+river.
- 137. Resolution 2019-1786. (December 17, 2019). Humboldt County Board of Supervisors Minutes. (2021). https://humboldt.legistar.com/MeetingDetail.aspx?ID=651350&GUID=0208CB0 0-13B3-4F77-AEF6-9DD282C76CD2&Options=info|&Search=terra-gen
- 138. Rigney, L. I. (1999). *Internalization of an Indigenous Anticolonial Cultural Critique of Research Methodologies: A guide to Indigenist Research Methodology and Its Principles*. University of Minnesota Press. 14(2) 109-121. https://doi.org/10.2307/1409555.
- 139. Riordan, K. (June 1, 2019). *New Jersey couple donates their land to Native Americans whose ancestors once called it home*. (2019). Philadelphia Inquirer. https://www.inquirer.com/news/columnists/native-americans-reservation-new-jersey-brotherton-20190601.html.

- 140. Risling Baldy, C. (2013). Why we gather: traditional gathering in native Northwest California and the future of bio-cultural sovereignty. Ecological Processes, 2(17).
- 141. Risling Baldy, C. (2018). *We Are Dancing for You*. Seattle. University of Washington Press.
- 142. Risling Baldy, C. & Tully, C. (2019). Report: Working Towards and For Land Return in Jacoby Creek Forest.
- 143. Satayana, G. (1905). *The Life of Reason: Reason in Common Sense*. Prometheus Books. Amherst.
- 144. Scott, N. (2019). *CPUC Adopts New Tribal Land Transfer Policy*. California Indian Legal Services. (2021). https://www.calindian.org/cpuc-adopts-new-tribal-land-transfer-policy/.
- 98. Smith, L. T. (1999). *Decolonizing Methodologies: Research and Indigenous Peoples*, second edition. Zed Books, Ltd. London.
- 99. Snelgrove, Dhamoon & Corntassel. (2014). *Unsettling Settler Colonialism*. Decolonization: Indigeneity, Education & Society. 3(2): 4.
- 100. Star Tribune. (2018). Congress weighs returning 12,000 acres to Leech Lake Band of Ojibwe. (2019). Star Tribune. https://www.startribune.com/congress-weighs-returning-12-000-acres-to-leech-lake-band-of-ojibwe/503141662/.
- 101. Strong Hearts Helpline. (2018). Native Americans can be harmed by cultural and spiritual abuse. (2020). Indianz.com. https://www.indianz.com/News/2018/07/30/native-americans-can-be-harmed-by-cultur.asp.
- 102. Sze, J. (2020). *Environmental Justice in a Moment of Danger*. University of California Press. Oakland.
- 103. Takaki, R. (1993). A Different Mirror: A History of Multicultural America. Little, Brown and Company.
- 104. Tanner, C. (September 25, 2017). *Professor gives \$250k to Ute Indian Tribe to compensate for grandparents profiting off tribal land sales*. The Salt Lake Tribune. (2019). https://www.sltrib.com/news/politics/2017/09/25/professor-gives-250k-to-ute-indian-tribe-to-compensate-for-great-grandparents-profiting-off-tribal-land-sales/.
- 105. Taylor, R. (September 23, 2019). 6 Native leaders on what it would look like if the US kept its promises. Vox. (2021). https://www.vox.com/first-person/2019/9/23/20872713/native-american-indian-treaties.

- 106. *Tending Nature: Guarding Ancestral Grounds with the Wiyot*. [Video]. [2020]. KCET. Season 3 Episode 1. (2020). https://www.kcet.org/shows/tending-nature/episodes/guarding-ancestral-grounds-with-the-wiyot.
- 107. Treuer, D. (May, 2021). *Return the National Parks to the Tribes The jewels of America's landscape should belong to America's original peoples*. The Atlantic. (2021). https://www.theatlantic.com/magazine/archive/2021/05/return-thenational-parks-to-the-tribes/618395/.
- 108. Tribe History. (2019). Wiyot. (2019). http://wiyot.us/148/Cultural.
- 109. Tuck, E. and Yang, K. W. (2012). *Decolonization is not a metaphor*. Decolonization: Indigeneity, Education & Society, 1(1): 1-40.
- 110. *Tuluwat Project*. (2019). Wiyot. (2019). https://www.wiyot.us/186/Tuluwat-Project.
- 111. U.S. Department of the Interior, Fish & Wildlife Service. *National Wetlands Inventory, Arcata South, California*. (1987). 1999.15.0349. HCC Maps (3-4). Humboldt State University Library, Special Collections, Humboldt Room, Arcata, CA.
- 112. Van der Walle, J. (2018). *The Settler and the Land: Using Patrick Wolfe's logic of elimination to understand frontier violence in Australia's colonial era*. NEW: Emerging Scholars in Australian Indigenous Studies. (4) 45-50. https://doi.org/10.5130/nesais.v4i1.1521.
- 113. Van Kirk, S. (1985). A History of the Arcata Community Forest. City of Arcata.
- 114. Vine, G. (September 16, 2019). *Ancestral land to be returned to Nimpuc tribe*. Greenfield Recorder. (2019). https://www.recorder.com/A1-Nipmuc-land-returned-28435807.
- 115. Wade, L. (November 18, 2018). *Ancient DNA confirms Native Americans' deep roots in North and South America*. (2021). Science. https://www.science.org/content/article/ancient-dna-confirms-native-americans-deep-roots-north-and-south-america.
- 116. Walters, H. (October 8, 2009). Cost of Occupation: Seventh Generation, DUHC roll out voluntary tax to benefit Wiyot. In. North Coast Journal. (2009). https://www.northcoastjournal.com/humboldt/cost-of-occupation/Content?oid=2130244.
- 117. Walters, K. L. (2021). *Addressing Historical Trauma to Improve Native Nutritional Health*. (2021). https://seedsofnativehealth.org/wp-content/uploads/2019/02/Walters-2018-Native-Nutrition-Conference-Final-1.pdf.

- 118. Weiston-Serdan, T. (2018). *Critical Mentoring Because Young People Deserve the Best of Us.* TedX Talks. (2019). https://www.youtube.com/watch?v=QICreEHuuMQ.
- 119. Wheatley, M. (1992). *Leadership and the New Science: Discovering Order in a Chaotic World*. Berrett-Koehler Publishers. Oakland.
- 120. Why the Sioux are Refusing \$1.3 Billion. (August 24, 2011). PBS NewsHour. (2019). https://www.pbs.org/newshour/arts/north_america-july-dec11-blackhills 08-23.
- 121. Wilkinson, H. [Interview]. June 30, 2020. Online.
- 122. Wilson, E. (February 8, 2018). *Returning Stolen Land to Native Tribes, One Step at a Time*. Civil Eats. (2019). https://civileats.com/2018/02/08/returning-stolen-land-to-native-tribes-one-lot-at-a-time/.
- 123. White Earth Land Recovery Project. (2019). White Earth Land Recovery Project. (2019). http://welrp.org.
- 124. Wolfe, P. (2006). *Settler Colonialism and the elimination of the native*. Journal of Genocide Research. 8(4). December. 387-409.
- 125. Wyland, M. (May 24, 2017). *Jesuit Mission Gives Up Colonial Approach*, *Returns Land to Native American Tribe*. Nonprofit Quarterly. (2019). https://nonprofitquarterly.org/jesuit-mission-gives-colonial-approach-returns-land-native-american-tribe/.
- 126. Yurok Tribe. (August 14, 2019). Yurok Tribe Acquires 50,000 Acres from Green Diamond; Land Along Blue Creek, Other Klamath Tributaries Will Be Managed for Conservation. [Press Release]. (2019). https://lostcoastoutpost.com/2019/aug/14/yurok-tribe-acquires-50000-acresgreen-diamond-lan/.

APPENDIX A

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed effective as of the date executed, from R.H. Emmerson & Son LLC, to the City of Arcata, a municipal corporation of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the City Council of the City of Arcata pursuant to authority conferred by Resolution Number 189-31 of the City Council of the City of Arcata adopted on December 19, 2018, and Grantee consents to recordation thereof by its duly authorized officer.

CITY OF ARCATA

Karen. T. Diemer Title: City Manager

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Humboldt

On April 8, 2019 before me, Danielle Allred, a notary public (insert name and title of the officer)

personally appeared Karen T. Diemer, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.

RECORDING REQUESTED BY:

Fidelity National Title Company of California

When Recorded Mail Document and Tax Statement To:

CSU, Office of the Chanceller 401 Golden Shore, 2nd Floor Long Beach, CA 900802-4210 *** CONFORMED COPY ***

2019-007422

Recording Fee: \$ 0.00 Tax Fee: \$0.00 Clerk: kt Total: \$0.00 Apr 29, 2019 at 03:24:52

Pages: 5

Recorded - Official Records Humboldt County, California Kelly E. Sanders, Recorder Recorded by: FIDELITY NATIONAL TITLE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Document is expressly exempt from

recording fees. GC 27383

Escrow Order No.: FFHO-2011800073 Property Address: Upper Jacoby Creek

Project, Arcata, CA 95521

APN: 404-121-020

404-121-026 East Portion

GRANT DEED

The undersigned grantor(s) declare(s)

	This transfer is exempt from the documentary transfer tax. RET 11922 The document is executed or recorded by the state or any county, municipality, or other political
	subdivision of the state (GC-273881-1-(a)(2)(D))
	The documentary transfer tax is \$ and is computed on:
	☐ the full value of the interest or property conveyed.
	☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The	e property is located in 🗹 an Unincorporated area.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, City of Arcata, a municipal corporation

hereby GRANT(S) to The Trustees of the California University

the following described real property in the Unincorporated Area of the County of Humboldt, State of California:

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

Dated: March 18, 2019

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

City of Arcata, a municipal corporation

BY: Karen T. Diemer

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Grant Deed SCA0000129.doc / Updated: 11.20.17 Printed: 03.18.19 @ 08:11 AM CA-FT-FFHO-01510.080201-FFHO-2011800073

GRANT DEED

(continued)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Humboldt

On April 11, 2019 before me, Danielle Allred (here insert name and title of the officer)

personally appeared Karen T. Diemer who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.

Danielle Alfred
Comm. #2122897
Notary Public California
Himboldt County
Comm. Expires Aug 10, 2019

Signature

(Seal)

Grant Deed SCA0000129.doc / Updated: 11.20.17 Printed: 03.18.19 @ 08:11 AM CA-FT-FFHO-01510.080201-FFHO-2011800073

CERTIFICATE OF ACCEPTANCE OF INTEREST IN REAL PROPERTY

By: Elvyra F. San Juan Assistant Vice Chancellor Capital Planning, Design and Construction	Dated:	1/5/19	
		~	

A notary public or other officer completing this certificate document to which this certificate is attached, and not the	ate verifies only the identity of the individual who signed the ne truthfulness, accuracy, or validity of that document.
State of California)	
County of Los Angeles	
On April 5, 2019 before me, Jare	elle Urgel de Sais, Notary Public
Date	Here Insert Name and Title of the Officer
personally appeared	Elvyra F. San Juan
	Name(s) of Signer(s)
subscribed to the within instrument and acknow	evidence to be the person(s) whose name(s) is/arr ledged to me that he/she/they executed the same in is/her/their signature(s) on the instrument the person(s) cted, executed the instrument.
	I certify under PENALTY OF PERJURY under the law of the State of California that the foregoing paragraph is true and correct.
	WITNESS my hand and official seal.
JARELLE URGEL DE SAIS Commission # 2144354 Notary Public - California	Signature Signature of Notary Public
Los Angeles County My Comm. Expires Mar 26, 2020	
Place Notary Seal Above	
Though this section is optional, completing this	PTIONAL sinformation can deter alteration of the document or sometimes form to an unintended document.
Description of Attached Document Certificate o	of Acceptance of
	al Property Document Date:
	an Named Above:
Number of Pages: 1 Signer(s) Other Tha	
Capacity(ies) Claimed by Signer(s)	Signar's Name:
Capacity(ies) Claimed by Signer(s)	Signer's Name: ☐ Corporate Officer Title(s):
Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Partner — Limited General	☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General
Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact	☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact
Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator	□ Corporate Officer — Title(s): □ Partner — □ Limited □ General □ Individual □ Attorney in Fact □ Trustee □ Guardian or Conservator
Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact	□ Corporate Officer Title(s): □ Partner □ Limited □ General □ Individual Attorney in Fact □ Trustee □ Guardian or Conservator □ Other:

EXHIBIT B (Successor Grantee)

All that real property situated in Township 4 North, Range 2 East, Humboldt Meridian, County of Humboldt, State of California, described as follows:

Section 4:

The Northwest one-quarter of the Northwest one-quarter,

Section 5:

The Northeast one-quarter of the Northwest and North one-half of the Northeast one-quarter.

The Northwest one-quarter of the Northwest one-quarter and the South one-half of the Northwest one-quarter.

All that real property situated in Township 5 North, Range 2 East, Humboldt Meridian, County of Humboldt, State of California, described as follows:

Section 31:

The Northwest one-quarter of the Northeast one-quarter and the South one-half of the Northeast one-quarter.

The North one-half of the Southeast one-quarter.

Section 32

The Southeast one-quarter of the Southwest one-quarter and the South one-half of the Southeast one-quarter.

The West one-half of the Southwest one-quarter.

The Northeast one-quarter of the Southwest one-quarter and The North one-half of the Southeast one-quarter EXCEPT the Northeast one-quarter of the Southeast one-quarter.

Section 33:

All that portion of the South Half of the Northwest Quarter of Section 33, Township 5 North, Range 2 East, Humboldt Meridian, which lies West of the county road running Northerly and Southerly through said subdivision, as said road existed on March 24, 1943, being the date of the deed from Elizabeth Campton to Nicodemo Lucchesi, recorded March 25, 1943 in Book 259, Page 389, Humboldt County Official Records.

The Northeast quarter of the Southwest quarter of Section 33, Township 5 North, Range 2 East, Humboldt Meridian.

The North one-half of the Northwest one-quarter.

EXCEPTING THEREFROM all that portion thereof lying Southerly and Easterly of the county road known as Fickle Hill Road, as said existed on February 11, 1946, being the date of the Deed from Nicodemo Lucchesi and wife, to Elgin O. Edeline, et al, recorded December 1, 1948 in Book 74 of Official Records, at page 297, under Recorder's File no. 11748.

TRACT C

A right of way for hauling timber and timber products, and other necessary uses, over that presently existing road commencing on the north line of Section 31 and extending in a southeasterly direction as far as such road extends, all in Township 5 North, Range 2 East, Humboldt Meridian. Being the same right of way as granted in the deed from Nicodemo Lucchesi and wife to Lilly L. Lucchesi recorded June 3, 1955 in Book 342 of Official Records, at page 501.

UPPER JACOBY CREEK WATERSHED TIMBERLANDS CONVEYANCE AGREEMENT AND

JOINT ESCROW INSTRUCTIONS

(APNs 404-121-021, 404-121-126 (portion) 404-121-027, 404-121-028, 404-121-029, 406-041-001 (portion), 314-111-001, 314-111-002; 884 acres more or less)

THIS TIMBERLANDS CONVEYANCE AGREEMENT AND JOINT ESCROW INSTRUCTIONS dated as of ______, 2018 (the "Effective Date"), is made and entered into by and between the CITY OF ARCATA, a municipality of the State of California (the "City"), and the Board of Trustees of the California State University on behalf of Humboldt State University, a which is the State of California acting in its higher education capacity (the "TRUSTEES").

RECITALS

WHEREAS, the City entered into an agreement (the "Timberlands Purchase Agreement") with R. H. Emmerson and Son, LLC ("Landowner") dated May 24, 2018, to purchase approximately 967 acres of certain timberlands (the "Timberlands") in the upper Jacoby Creek watershed, Humboldt County, California, commonly known as Assessor's Parcel No(s). 404-121-020, 404-121-021, 404-121-026, 404-121-027, 404-121-028, 404-121-029, 406-041-001 (portion), 314-111-001, 314-111-002 and 314-131-030, including any improvements and all easements, rights, water rights, hereditaments and appurtenances appertaining thereto, including, without limitation, unrestricted access rights to such timberlands, and any down or standing timber now located on or hereafter planted or growing in the soil of the timberlands;

WHEREAS, the Timberlands Purchase Agreement implements a Memorandum of Understanding (MOU), entered into between the City, TRUSTEES, and the Landowner in 2014 regarding a joint effort of the parties to explore the public acquisition of timberlands whereby the City and TRUSTEES would acquire the Timberlands for the purposes of research and education, potential public access, the demonstration of best management practices on "working forest land," the maintenance of productive timberlands, and the conservation of fish and wildlife habitat over the long term;

WHEREAS, pursuant to said MOU, a portion of the Timberlands would be owned by the City of Arcata and the remaining portion would be separately owned by TRUSTEES, with the property jointly managed through a cooperative agreement to include sharing of access roads, forest data and monitoring, scientific studies, and public access;

WHEREAS, pursuant to the terms of the Timberlands Purchase Agreement, the City agreed to transfer approximately 884 acres of the Timberlands to TRUSTEES to be used for research, education, fish and wildlife habitat conservation, and demonstration of working forest land best practices (Assessor's Parcel No(s), 404-121-021, 404-121-027, 404-121-028, 404-121-029, 406-041-001(portion), 314-111-001, 314-111-002, and 314-131-030, collectively referred to as the "TRUSTEES Property"), and retain the remaining approximate 83 acres (Assessor's Parcel No(s). 404-121-020, 404-121-026 (portion), more particularly described in Exhibit A) to be managed as part of the Arcata Jacoby Creek Forest;

WHEREAS, the City applied for grant funding for the purchase of the Timberlands;

WHEREAS, the City and Landowner opened escrow for the purchase and sale of the Timberlands with Fidelity National Title Company; and

WHEREAS, in "back-to-back" closings, the City intends to transfer the TRUSTEES Property to TRUSTEES after acquisition of the Timberlands from Landowner, and TRUSTEES agrees to accept said conveyance of the TRUSTEES Property, pursuant to the terms of this Agreement.

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

ARTICLE I. DEFINITIONS

- "Agreement" means this Timberlands Conveyance Agreement and Joint Escrow Instructions.
- "Closing" shall mean either TRUSTEES Property Closing or Timberlands Closing, as defined in this Article I.
 - "Effective Date" shall mean the date set forth in the preamble.
- "Escrow" means that certain escrow identified by number FFHO-2011800073-PN established at Fidelity National Title Company for handling all aspects of the transactions contemplated in the Timberlands Purchase Agreement and in this Agreement.
- "Escrow Agent" means the agent appointed by Fidelity National Title Company to process and complete all aspects of the transactions contemplated in the Timberlands Purchase Agreement and in this Agreement.
 - "TRUSTEES" shall have the meaning set forth in the introductory paragraph hereof.
- "TRUSTEES Property" means that portion of the Timberlands consisting of Assessor's Parcel No(s). 404-121-021, 404-121-026 (portion) 404-121-027, 404-121-028, 404-121-029, 406-041-001 (portion), 314-111-001, 314-111-002, and 314-131-030, 884 acres, more or less, more particularly described in Exhibit B, attached hereto and incorporated herein.
- "TRUSTEES Property Closing" shall mean the closing of the conveyance of the TRUSTEES Property from the City to TRUSTEES.
- "TRUSTEES Property Title Report" means the preliminary title report for the TRUSTEES Title Policy with respect to the TRUSTEES Timberlands issued by the Title Company in accordance with Section 3.03(a).
- "TRUSTEES Property Value" means the fair market value of the TRUSTEES Property as defined in Section 2.02(b).

Arcata - TRUSTEES Property Conveyance and Escrow Instructions

Page 2 of 15

"TRUSTEES Title Policy" means a policy of insurance insuring TRUSTEES's fee title interest to the TRUSTEES Property at the TRUSTEES Property Closing, with liability in the amount of the TRUSTEES Property Value, subject only to the Permitted Encumbrances.

"Landowner" means R.H. Emmerson and Sons, LLC.

"Permitted Encumbrances" means all title exceptions shown by the TRUSTEES Property Title Report which are not objected to by TRUSTEES in accordance with Section 3.03(a).

"Timberlands" means the entirety of the real property conveyed to the City of Arcata from Landowner, pursuant to the Timberlands Purchase Agreement, consisting of Assessor's Parcel No(s). 404-121-020, 404-121-021, 404-121-026 (portion), 404-121-027, 404-121-028, 404-121-029, 406-041-001 (portion), 314-111-001, 314-111-002 and 314-131-030, 967 acres more or less.

"Timberlands Closing" shall mean the closing of the conveyance of the Timberlands from the Landowner to the City.

"Timberlands Purchase Agreement" means that certain Timberlands Purchase Agreement entered into by and between the City of Arcata and R.H. Emmerson and Son's, LLC, effective May 24, 2018, for the City's purchase of the Timberlands.

"Timberlands Purchase Price" shall have the meaning set forth in Section 2.02(a) hereof.

"Title Company" means Fidelity National Title Company.

ARTICLE II. CONVEYANCE OF TRUSTEES PROPERTY

Section 2.01 <u>Conveyance of Property</u>. The City will convey to TRUSTEES, and TRUSTEES will accept from the City, all of City's right, title and interest, as of the Closing Date, in the TRUSTEES Property, a legal description of which is attached hereto as Exhibit B.

Section 2.02 Timberlands Purchase Price, TRUSTEES Property Value.

(a) Timberlands Purchase Price. Based upon that certain Appraisal of Lucchesi Tract Vacant Timberland +/- 967 Total Acres Ten Assessor Parcels Upper Jacoby Creek Arcata, CA prepared by Steven R. Childs of Childs Appraisal Service, the fair market value of the Timberlands was Four Million Five Hundred Forty Thousand Dollars (\$4,540,000) as of January 12, 2017 (the "Appraisal"). Pursuant to an update to the Appraisal dated March 1, 2018 (the "Updated Appraisal"), the current fair market value of the Timberlands is \$6,245,000, which is the purchase price amount for the Timberlands under the terms of the Timberlands Purchase Agreement ("Purchase Price"). Pursuant to the Timberlands Purchase Agreement, the City will pay the Purchase Price for the Timberlands by (i) payment to Landowner cash in the amount of Four Million Five Hundred Forty Thousand Dollars (\$4,540,000) (the "Cash Payment") and (ii) by written acknowledgement delivered to Landowner of a charitable donation in an amount equal to the difference between the Purchase Price and the Cash Payment.

Arcata - TRUSTEES Property Conveyance and Escrow Instructions

(b) <u>TRUSTEES Property Value</u>. Based on the Purchase Price value stated in the Updated Appraisal, the fair market value for the TRUSTEES Property has been established at \$5,708,976.

Section 2.03 Condition of the Property.

- (a) TRUSTEES Review. TRUSTEES acknowledges that it has had an opportunity to inspect the physical, structural and environmental condition of the TRUSTEES Property and study all aspects or circumstances of the TRUSTEES Property which TRUSTEES deems material or relevant to the completion of TRUSTEES's due diligence review of the TRUSTEES Property. Further, the City has provided copies of all documents and materials in the City's possession with respect to the TRUSTEES Property, including a Phase I report of the Timberlands (collectively "City Reports").
- (b) No Warranties or Representations. TRUSTEES acknowledges and agrees that the City makes no representations or warranties as to the physical condition of the TRUSTEES Property; the accuracy, completeness or conclusions of the City Reports; or, in connection with any matter relating to its condition, value, fitness for any purpose or use. TRUSTEES further acknowledges and agrees that, except as expressly set forth in this Agreement, the City's cooperation with TRUSTEES in connection with TRUSTEES's prior review of the TRUSTEES Property, whether by providing reports or other documents, or facilitating inspection of the property, shall not be construed as any warranty or representation, express, implied or statutory, of any kind with respect to the condition of the TRUSTEES Property.
- (c) AS-IS, WHERE-IS, WITH ALL FAULTS. TRUSTEES acknowledges and agrees that the conveyance of the TRUSTEES Property to TRUSTEES is and will be and on an "AS IS, WHERE IS, WITH ALL FAULTS" basis and that neither the City, nor any representative, agent employee of the City has made, or will make, any representations, warranties or guaranties of any kind or character whatsoever with respect to the TRUSTEES Property.

Section 2.04 <u>Timberlands Management</u>.

- (a) No later than June 30, 2019, the parties agree to enter into a cooperative agreement on management of the Timberlands.
- Section 2.05 <u>Conditions to Closing</u>. The City's and TRUSTEES's respective obligations to close the conveyance of the TRUSTEES Property shall be conditioned upon all of the following:
 - (a) The City's receipt of grant funding for the total amount of the Timberlands Cash Payment as set out in Section 2.02(a);
 - (b) The City's acquisition of funding for the total amount of its portion of costs for the Timberlands Closing and for the TRUSTEES Property Closing as set out in Section 3.01 below;

- (c) The City's acquisition of fee title to the TRUSTEES Property;
- (d) TRUSTEES's approval of City restrictions as set forth in Section 3.03(b)(i) of this Agreement.
- (e) TRUSTEES's receipt of the necessary approval from its governing board of directors or other person as duly authorized of the transaction which is the subject of this Agreement; and
- (f) Satisfaction of all obligations within the time periods provided in this Agreement.

ARTICLE III. CLOSING, ESCROW INSTRUCTIONS

Section 3.01 <u>Closing Costs; Transfer Taxes.</u> Pursuant to the Timberlands Purchase Agreement, the City will pay 50% and Landowner will pay 50% of closing costs for the Timberlands conveyance from Landowner to the City ("Timberlands Closing"), including, but not limited to, the documentary transfer tax, recording fees, escrow fees and title insurance premiums arising from the transfer of the Timberlands to the City. The City shall pay any additional closing costs except recording fees, if any, related to the transfer of the TRUSTEES Property to TRUSTEES, and TRUSTEES shall pay all recording fees and taxes related to the transfer of the TRUSTEES Property to TRUSTEES, if any.

Section 3.02 <u>Time and Place of Closing.</u> Pursuant to the Timberlands Agreement, the Timberlands Closing will occur following the Trustees meeting and within thirty (30) days from the date on which the City receives its state and federal grant funding, or as may be otherwise agreed in writing between the City and the Landowner. The City shall consult with TRUSTEES in advance of agreeing to extend the Timberlands Closing. The closing of the TRUSTEES Property conveyance from the City to TRUSTEES ("TRUSTEES Property Closing") shall occur after the Timberlands Closing and on the same date; however, the TRUSTEES Property Closing shall not occur until after recordation of all covenants, restrictions and agreements affecting title to the TRUSTEES Property required by any of the state and federal grant funding agencies.

Section 3.03 Title.

- (a) <u>Preliminary Report of Title</u>. The parties shall promptly cause Escrow Agent to prepare and issue a preliminary report of title for an owner's form of Policy of Title Insurance for the TRUSTEES Property setting forth all liens, encumbrances, easements, restrictions, conditions, pending litigation, judgments, administrative proceedings, and other matters affecting Landowner's title to the TRUSTEES Property ("TRUSTEES Property Title Report") together with copies of all documents relating to title exceptions referred to in the TRUSTEES Property Preliminary Report. TRUSTEES has completed its review of the TRUSTEES Property Preliminary Report
- (b) The City shall convey and TRUSTEES shall accept title to the TRUSTEES Property subject only to real estate taxes not yet due, the Permitted Encumbrances, and the following covenants, conditions, restrictions, rights of way, and/or easements:

- (v) The Escrow Agent is prepared to deliver all documents as may be further directed.
- (b) <u>Recording</u>. When all of the items in Section 3.05(a) have occurred, the Escrow Agent shall be instructed to deliver and record for the benefit of TRUSTEES the grant deed conveying the TRUSTEES Property to TRUSTEES.
- (c) <u>Post-recording</u>. Immediately following the TRUSTEES Property Closing or as soon thereafter as possible, the Escrow Agent shall be instructed to deliver to TRUSTEES and the City their respective final closing statements and copies of all documents recorded as part of both the Timberlands Closing and the TRUSTEES Closing.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

The City hereby represents and warrants to TRUSTEES as of the Effective Date and as of the date of the TRUSTEES Timberlands Closing, as follows:

Section 4.01 Organization and Authority. City is a municipality duly organized, validly existing and in good standing under the laws of the State of California, with full power and authority to conduct its business as now conducted and to own its assets. City has the power to enter into and perform its obligations pursuant to this Agreement. City's execution, delivery and performance of this Agreement have been duly authorized by all requisite corporate action on the part of City. This Agreement constitutes City's legal, valid and binding obligations enforceable against City in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, moratorium, reorganization or similar laws affecting creditors' rights and to equitable principles.

Section 4.02 Absence of Conflicts and Consent Requirements. City's execution and delivery of this Agreement, and the performance of its obligations hereunder, do not and will not: (a) conflict with or violate City's organizational or governing documents; (b) violate or, alone or with notice or passage of time, result in the material breach or termination of, or otherwise give any contracting party the right to terminate or declare a default under, the terms of any material written agreement to which City is a party or by which City or its assets are bound, or (c) violate any judgment, order, decree, material law, statute, regulation or other judicial or governmental restriction to which City is subject. There is no requirement applicable to City to make any filing with, or to obtain any permit, authorization, consent or approval of, any governmental or regulatory authority as a condition to the lawful performance by City of its obligations hereunder.

ARTICLE V. REPRESENTATIONS AND WARRANTIES OF TRUSTEES

TRUSTEES hereby represents and warrants to the City as of the Effective Date and as of the date of the TRUSTEES Property Closing as follows:

Section 5.01 <u>Authority; Enforceability.</u> TRUSTEES is a university of the State of California acting in its educational capacity, validly existing and in good standing under the laws of the State of California, with full power and authority to conduct its business as now conducted and

to own its assets. TRUSTEES has the power to enter into and perform its obligations pursuant to this Agreement. TRUSTEES's execution, delivery and performance of this Agreement have been duly authorized by all requisite corporate action on the part of TRUSTEES. This Agreement constitutes TRUSTEES's legal, valid and binding obligations enforceable against TRUSTEES in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, moratorium, reorganization or similar laws affecting creditors' rights and to equitable principles.

Section 5.02 Absence of Conflicts and Consent Requirements. TRUSTEES's execution and delivery of this Agreement, and the performance of its obligations hereunder, do not and will not: (a) conflict with or violate TRUSTEES's organizational or governing documents; (b) violate or, alone or with notice or passage of time, result in the material breach or termination of, or otherwise give any contracting party the right to terminate or declare a default under, the terms of any material written agreement to which TRUSTEES is a party or by which TRUSTEES or its assets are bound, or (c) violate any judgment, order, decree, material law, statute, regulation or other judicial or governmental restriction to which TRUSTEES is subject. There is no requirement applicable to TRUSTEES to make any filing with, or to obtain any permit, authorization, consent or approval of, any governmental or regulatory authority as a condition to the lawful performance by TRUSTEES of its obligations hereunder.

ARTICLE VI. SURVIVAL; INDEMNIFICATION

Section 6.01 <u>Survival</u>. The respective representations and warranties of the City and TRUSTEES contained in Articles IV and V of this Agreement or in any instrument or document delivered pursuant to this Agreement shall survive the TRUSTEES Timberlands Property Closing.

Section 6.02 Indemnification.

- (a) The City and TRUSTEES (in such capacity, the "Indemnifying Party") hereby agree to indemnify and hold harmless the other (in such capacity, the "Indemnified Party") from any and all liabilities, losses, claims, judgments, damages, expenses and costs (including, without limitation, reasonable counsel fees and costs and expenses incurred in connection therewith) (collectively, the "Indemnifiable Damages") which Indemnified Party may suffer or incur by reason of Indemnifying Party's breach of any of its representations, warranties or covenants herein.
- (b) With respect to any claim for indemnification hereunder, Indemnified Party will give to Indemnifying Party and its counsel, accountants and other representatives full and free access, during normal business hours and upon the giving of reasonable prior notice, to their books and records relating to such claims, and to their employees, accountants, counsel and other representatives, all without charge to Indemnifying Party, except for reimbursement of reasonable out-of-pocket expenses. In this regard, Indemnified Party agrees to maintain any of its books and records which may relate to a claim for indemnification hereunder for such period of time as may be necessary to enable Indemnifying Party to resolve such claim.
- (c) Indemnifying Party shall not have any obligation to Indemnified Party under this Section 6.02 with respect to any matter unless Indemnified Party shall have taken all reasonable steps to mitigate the liabilities, losses, claims, judgments, damages, expenses and costs involved

upon and after becoming aware of such matter. In no event shall Indemnifying Party be liable for consequential or punitive damages and Indemnified Party hereby expressly waives any claim for consequential or punitive damages.

ARTICLE VII. DISPUTE RESOLUTION; REMEDIES

- Section 7.01 <u>Dispute Resolution</u>. The parties covenant to attempt in good faith to resolve all disputes or controversies that arise out of or relate to this Agreement.
- Section 7.02 <u>Remedies</u>. If the parties cannot in good faith resolve any such dispute or controversy, either party may pursue all of its rights and remedies at law or in equity, including, without limitation, seeking injunctive relief against the breaching party's activities in breach of this Agreement.
- Section 7.03 No Right of Rescission. Anything in this Agreement to the contrary notwithstanding, no breach of any representation, warranty, covenant or agreement contained herein shall give rise to any right on the part of the City and TRUSTEES after the TRUSTEES Closing to rescind this Agreement or any of the transactions contemplated hereby.

ARTICLE VIII. MISCELLANEOUS

- Section 8.01 Governing Law; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to the choice of law principles thereof. In the event litigation is commenced because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the Prevailing Party shall be entitled to recover reasonable attorneys' fees and costs in addition to any other relief to which the party may be entitled.
- **Section 8.02** Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.
- Section 8.03 No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement. Nothing in this Agreement or any ancillary documents, whether expressed or implied, is intended or shall be construed to confer upon or give to any person, firm, corporation or legal entity, other than the parties hereto, any rights, remedies or other benefits under or by reason of this Agreement.
- Section 8.04 Entire Agreement. This Agreement (including any agreements incorporated herein) and the Schedules and Exhibits hereto contain the entire agreement between the parties with respect to the subject matter hereof, and there are no agreements, understandings, representations and warranties regarding the subject matter hereof between the parties other than those set forth or referred to herein.

Section 8.05 Expenses. Except as expressly provided herein to the contrary, whether or not the transactions contemplated by this Agreement are consummated, all legal and other costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

Section 8.06 Notices. All notices hereunder shall be sufficiently given for all purposes hereunder if in writing and delivered personally, sent by documented overnight delivery service, or to the extent receipt is confirmed by telephone, telecopy, telefax or other electronic transmission service to the appropriate address or number as set forth below. Notices to the City shall be addressed to:

Notices to the City shall be addressed to:

City of Arcata City Manager 736 F Street

Attention: Karen T. Diemer

With a copy to: Nancy Diamond, City Attorney

Law Offices of Nancy Diamond

822 G Street, Suite 3, Arcata, CA 95521 Facsimile: (707) 826-8541

or at such other address and to the attention of such other person as the City may designate by written notice to TRUSTEES in accordance with this Section 8.06.

Notices to TRUSTEES shall be addressed to:

Humboldt State University Office of Contracts & Procurement 1 Harpst Street, Arcata, CA 95521 procure@humboldt.edu

With a copy to: California State University

Office of General Counsel 401 Golden Shore Long Beach, CA 90802

Attn: Alison Kleaver, University Counsel

akleaver@calstate.edu

or at such other address and to the attention of such other person as TRUSTEES may designate by written notice to the City in accordance with this Section 8.06.

Notices personally delivered shall be deemed given on the date of such personal delivery; notice sent by mail shall be deemed given on the fifth business day after deposit in the United States mail; notices sent by documented overnight courier services for next day morning delivery shall be deemed given the first business day after timely delivery to the courier; and notices given by

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facsimile shall be deemed given on the first business day after the sender obtains telephone verification of receipt.

Section 8.07 <u>Assignment; Successors and Assigns.</u> This Agreement may not be assigned by either party without the prior written consent of the other, which consent shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 8.08 Headings; Definitions. The section and article headings contained in this Agreement are inserted for convenience and reference only and will not affect the meaning or interpretation of this Agreement. All references to "Sections," "Articles," "Schedules," or "Exhibits" contained herein mean Sections or Articles of this Agreement and Schedules or Exhibits attached to this Agreement, which are hereby incorporated by reference, unless otherwise stated. All capitalized terms defined herein are equally applicable to both the singular and plural forms of such terms.

Section 8.09 Schedules and Exhibits. The inclusion of any matter in a Schedule or Exhibit hereto shall be deemed to relate to all parts of this Agreement, despite any references therein to particular sections of this Agreement.

Section 8.10 Amendments and Waivers. This Agreement may not be modified or amended except by an instrument or instruments in writing signed by the party against whom enforcement of any such modification or amendment is sought. Any party hereto may, only by an instrument in writing, waive compliance by the other party hereto with any term or provision of this Agreement. The waiver by any party hereto of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

Section 8.11 Severability of Provisions. If any provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon any such determination, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

IN WITNESS WHEREOF, this Agreement has been executed and delivered by or on behalf of the parties as of the date first above written.

CITY: City of Arcata

By: Yacan Sener Date: 2.19.19

Karen T. Diemer, City Manager

HUMBOLDT STATE: California State University, Humboldt

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Lisa A. Rossbacher, President

TRUSTEES:

California State University

Elvyra Fl San Juan, Asst. Vice Chancellor
Capital Planning, Design and Construction

EXHIBIT A

City of Arcata Retained Timberlands Property

All that real property situated in Township 5 North, Range 2 East, Humboldt Meridian, County of Humboldt, State of California, described as follows:

Section 32:

The Northeast one-quarter of the Southeast one-quarter and the Southeast one-quarter of the Northeast one-quarter.

TRACT C

A right of way for hauling timber and timber products, and other necessary uses, over that presently existing road commencing on the north line of Section 31 and extending in a southeasterly direction as far as such road extends, all in Township 5 North, Range 2 East, Humboldt Meridian. Being the same right of way as granted in the deed from Nicodemo Lucchesi and wife to Lilly L. Lucchesi recorded June 3, 1955 in Book 342 of Official Records, at page 501.

EXHIBIT B (Successor Grantee)

All that real property situated in Township 4 North, Range 2 East, Humboldt Meridian, County of Humboldt, State of California, described as follows:

TRACT A

TOWNSHIP 4 NORTH, RANGE 2 EAST, H. B. & M.

Section 4:

The Northwest one-quarter of the Northwest one-quarter.

Section 5:

The Northeast one-quarter of the Northwest and North one-half of the Northeast one-quarter.

AN UNDIVIDED TWO-THIRDS INTEREST IN AND TO:

The Northwest one-quarter of the Northwest one-quarter and the South one-half of the Northwest one-quarter.

All that real property situated in Township 5 North, Range 2 East, Humboldt Meridian, County of Humboldt, State of California, described as follows:

Section 31:

The Northwest one-quarter of the Northeast one-quarter and the South one-half of the Northeast one-quarter.

The North one-half of the Southeast one-quarter.

Section 32:

The Southeast one-quarter of the Southwest one-quarter and the South one-half of the Southeast one-quarter.

The West one-half of the Southwest one-quarter.

The Northeast one-quarter of the Southwest one-quarter and The North one-half of the Southeast onequarter EXCEPT the Northeast one-quarter of the Southeast one-quarter.

Section 33:

The North one-half of the Northwest one-quarter.

EXCEPTING THEREFROM all that portion thereof lying Southerly and Easterly of the county road known as Fickle Hill Road, as said existed on February 11, 1946, being the date of the Deed from Nicodemo Lucchesi and wife, to Elgin 0. Edeline, et al, recorded December 1, 1948 in Book 74 of Official Records, at page 297, under Recorder's File No. 11748.

TRACT B

PARCEL ONE

All that portion of the South Half of the Northwest Quarter of Section 33, Township 5 North, Range 2 East, Humboldt Meridian, which lies west of the County Road running northerly and southerly through said subdivision, as said road existed on March 24, 1943, being the date of the Deed from Elizabeth Campton to Nicodemo Lucchesi, recorded March 25, 1943 in Book 259, page 389, Humboldt County Official Records.

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PARCEL ONE-A

The Northeast Quarter of the Southwest Quarter of section 33, Township 5 North, Range 2 East, Humboldt Meridian.

PARCEL TWO

AN UNDIVIDED ONE-THIRD INTEREST IN AND TO:

The Northwest one-quarter of the Northwest one-quarter and the South one-half of the Northwest one-quarter of Section 5, Township 4 North, Range 2 East, Humboldt Meridian.

TRACT C

A right of way for hauling timber and timber products, and other necessary uses, over that presently existing road commencing on the north line of Section 31 and extending in a southeasterly direction as far as such road extends, all in Township 5 North, Range 2 East, Humboldt Meridian. Being the same right of way as granted in the deed from Nicodemo Lucchesi and wife to Lilly L. Lucchesi recorded June 3, 1955 in Book 342 of Official Records, at page 501.

RECORDING REQUESTED BY:

Fidelity National Title Company of California

Escrow Order No.: FFHO-2011800073

When Recorded Mail Document and Tax

Statement To:

City of Arcata, a municipal corporation

736 F Street Arcata, CA 95521

2019-007421

Recorded - Official Records Humboldt County, Califor ia Kelly E. Sanders, Records Recorded by: FIDELITY NAT ONAL TITLE

Pages: 32

Recording Fee: \$ 0.00 Tax Fee: \$0.00 Clerk: kt Total: \$0.00 Apr 29, 2019 at 03:24:52

*** CONFORMED COPY ***

APN/Parcel ID(s): 314-111-001

314-111-002 314-131-030 404-121-021 404-121-026

404-121-026 404-121-027 404-121-028

404-121-029 406-041-001 404-121-020 SPACE ABOVE THIS LINE FOR RECORDER'S USE

Document is expressly exempt from recording fees. GC 27383

The undersigned grantor(s) declare(s)

☑ This transfer is exempt from the documentary transfer tax. R&T 11922

DEED AND AGREEMENT CONVEYING A CONSERVATION EASEMENT

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION (Additional recording fee applies)

Recording Document Cover Page SCA0000079.doc / Updated: 04.26.18

Page 1

Printed: 04.26,19 @ 11:39 AM CA-FT-FFHO-01510.080201-FFHO-2011800073

Recording requested by and when recorded please return to:

California Department of Forestry and Fire Protection Resource Management Attn: Forest Legacy Program Coordinator PO Box 944246 Sacramento, CA 94244-2460

(Space above this line reserved for Recorder's use)

DEED AND AGREEMENT CONVEYING A CONSERVATION EASEMENT

This Grant Deed of Conservation Easement is granted on this 23rd day of April, 2019, by the City of Arcata ("Grantor"), and in favor of THE STATE OF CALIFORNIA ("Grantee"), acting by and through its Department of Forestry and Fire Protection (CAL FIRE), a subdivision of the California Natural Resources Agency, who hereby enter into the following agreement:

Recitals

- 1. WHEREAS, Grantor is the owner in fee simple of approximately 967 acres of certain real property located in Humboldt County, California and described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").
- 2. WHEREAS, The Property possesses forest, timberland, carbon sequestration potential, water quality and wildlife habitat values of great importance to Grantor, Grantee, and the people of the State of California and Grantor and Grantee have the common desire to preserve the character of the Property and prevent its use or development for any other purpose or in any other manner which would conflict with its forest, timberland, carbon sequestration potential, water quality and wildlife habitat (collectively the "Conservation Values").
- 3. WHEREAS, Grantor and Grantee have prepared a "Baseline Conditions Report", dated as of November 26, 2018, on file with Grantee, describing the Property and its improvements as of the date of this instrument, and hereby agree and acknowledge that said document accurately represents the condition of the Property for purposes of determining compliance with the covenants contained herein.
- 4. WHEREAS, Grantor intends, as owner of the Property, to convey to Grantee the right to ensure that the forest, timberland, recreational, open space, wildlife habitat, carbon sequestration water quality and scenic values of the Property are protected and preserved in perpetuity, and to keep the Property as a single tract of land or merge a

Document is expressly exempt from recording fees. GC 27383

portion (83 acres) with a portion the adjacent Arcata Community Forest and to convey a portion (884 acres) to Humboldt State University.

- 5. WHEREAS, Grantor and Grantee intend for the restrictions imposed by this Easement to be binding on Grantor and all Grantor's heirs, assigns, and successors in interest.
- 6. WHEREAS, it is intended that this Deed is irrevocable and shall constitute enforceable restrictions within the meaning of Article XIII, Section 8 of the California Constitution and that said Easement shall thereby qualify as an enforceable restriction under the provisions of the California Revenue and Taxation Code Section 402.1.
- 7. WHEREAS, Grantor intends that all forestry operations and activities on the Property will be conducted in a manner that will conserve and enhance the Conservation Values of the Property to help promote the recovery of the Species of Special Concern, to improve biodiversity, and to enhance carbon sequestration.
- 8. WHEREAS, the State of California, through CAL FIRE, is funding the acquisition of the Property through a grant from the Greenhouse Gas Reduction Fund (GGRF) and this easement is a condition of that grant and CAL FIRE is an agency of the State of California with authority and funding to carry out an acquisition and development program for conservation of forestland through the Wildlife Conservation Board (WCB); and WCB is a separate and independent board of the State of California with authority and funding to carry out an acquisition and development program for wildlife conservation (California Fish and Game Code Sections 1300 et seq.); and the State of California, through CAL FIRE and WCB or their successors, is a third-party beneficiary of certain rights as described in this Easement.
- 9. WHEREAS, the Conservation Values of the Property are consistent with the goals of the California Forest Legacy Program and the establishment of this Easement will provide public benefits by (i) preventing future conversions of forest land and forest resources; (ii) protecting and enhancing water quality and water supplies; (iii) protecting wildlife habitat and maintaining habitat connectivity and related values to ensure biodiversity; (iv) protecting riparian areas; (v) maintaining and restoring natural ecosystem functions; and (vi) maintaining forest sustainability and the cultural and economic vitality of rural communities.
- 10. WHEREAS, Grantor intends to convey to Grantee, and Grantee intends to accept, the right to uphold the purpose and terms of this Easement in perpetuity.
- 11. WHEREAS, Grantee is a qualified easement holder under Civil Code section 815.3 and section 170(h)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and possesses the resources and commitment to uphold and enforce the terms and conditions of this Easement.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of California including, inter alia, Sections 815-816 of the California Civil Code, Grantor does hereby voluntarily grant to Grantee a Conservation Easement in gross in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (the "Easement").

ARTICLE I Purpose and General Effect of Easement

- 1. **Primary Purpose**. It is the primary purpose of this Easement to preserve and protect in perpetuity the forest, timberland, carbon sequestration, wildlife habitat, and water quality condition of the Property and to preserve the Conservation Values of the Property (the "Primary Purpose").
- 2. **Grantor's Retention of Rights.** The Parties agree that Grantor's retention of certain rights specified in this Easement, including expressly permitted property management activities, forest management activities, educational, recreational, and commercial uses, is consistent with the Primary Purpose, provided those rights are exercised in accordance with the terms of this Easement.
- Perpetual Restrictions. This Easement shall run with and burden title to the Property in perpetuity and shall bind Grantor and all future owners, tenants, and holders of interest in the Property and their successors, heirs and assigns.

ARTICLE II Rights Conveyed

The rights conveyed to Grantee by this Easement are the following:

- 1. Identification and Protection. To identify, to preserve and to protect in perpetuity the Conservation Values, including the soil and water quality, of the Property. To prevent any activity on or use of the Property that is inconsistent with the Primary Purpose of this Easement and to require, at Grantor's expense, the reasonable restoration of such areas or features of the Property that may be materially damaged by any inconsistent activity or use by Grantor. However, it is the intention that this Easement not limit Grantor's discretion to employ its choice of forestry uses and management practices so long as those uses and practices are consistent with the terms and conditions of this Easement.
- 2. Access. To enter upon, inspect, observe, and study the Property for the purposes of (1) identifying the current uses and practices thereon and the baseline condition thereof, and (2) monitoring the uses and practices regarding the Property to

determine whether they are consistent with this Easement. Such entry shall be permitted upon reasonable prior notice to Grantor, and shall be made in a manner that will not unreasonably interfere with Grantor's use and quiet enjoyment of the Property.

- 3. **Signage**. To erect and maintain a sign or other appropriate marker on the Property, bearing information indicating that the Property is protected by a Conservation Easement held by Grantee. The location and design of the sign shall be determined by mutual consent of Grantor and Grantee. The wording of the information shall be determined by mutual consent of Grantor and Grantee, but shall clearly indicate that the Property is open to the public subject to reasonable terms and conditions of entry. Grantee shall be responsible for the costs of erecting and maintaining such sign or marker.
- 4. **Injunction and Restoration**. To enforce the terms of this Easement, to prevent or stop, by any legal means, any activity on or use of the Property that is inconsistent with the Primary Purpose or other terms of this Easement and to require the reasonable restoration of areas or features of the Property that may be damaged by any act or any use that is inconsistent with the Primary Purpose or other terms of this Easement, as provided in Article V of this Easement.

Article III Reserved Rights and Prohibited Uses

- 1. Reserved Rights. Grantor reserves to itself and to its personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein. Without limiting the generality of the foregoing sentence, those uses and practices described in Exhibit C, attached hereto and incorporated by this reference, are expressly permitted.
- 2. Prohibited Uses. The uses of the Property set forth in <u>Exhibit D</u>, attached hereto and incorporated by this reference, are prohibited except to the extent (if any) permitted or conditionally permitted pursuant to the terms of <u>Exhibit C</u>.

ARTICLE IV Prior Notice by Grantor and Approval of Grantee

1. Grantor's Written Notice. Prior to the commencement of any enterprise, use or activity requiring Grantee's approval under the terms of this Easement or prior to initiating any activity that might have a material adverse impact on the Conservation Values, Grantor shall send Grantee written notice of the intention to commence or undertake such enterprise, use or activity. Said notice shall inform Grantee of all aspects of such proposed enterprise, use or activity, including, but not limited to, the

nature, siting, size, capacity, and number of structures, improvements, facilities, or uses

- 2. Grantee's Address. Said notice shall be sent by registered or certified mail, return receipt requested, or by a private delivery service and shall be addressed to Grantee: Forest Legacy Program Coordinator, California Department of Forestry and Fire Prevention, Resource Management, P.O. Box 944246, Sacramento, CA 94244-2460, or to such other address as Grantee may from time to time inform Grantor of in writing.
- 3. Grantee's Response. Grantee shall have up to thirty (30) days from its receipt of Grantor's notice, as indicated by the registered or certified return receipt, or by a private delivery service, to review the proposed enterprise, use or activity and to notify Grantor of either (1) any objection to the proposed enterprise, use or activity; or (2) in cases where Grantee's approval is required under the terms of this Easement, its express approval of the proposed enterprise, use or activity. Any objection, if applicable, shall be based upon Grantee's reasonable opinion that the proposed enterprise, use or activity is inconsistent with the Primary Purpose or likely to materially impair the Conservation Values. In the event that Grantee opts to retain an expert to assist in the review of the proposed enterprise, use or activity, Grantee may have an additional fifteen (15) days for its review, so long as Grantee notifies Grantor in writing of Grantee's need for such extension prior to the expiration of the 30-day review period. If, in Grantee's reasonable judgment, conformity with the Primary Purpose of this Easement is possible, Grantee's response shall inform Grantor of the manner in which the proposed enterprise, use or activity could be modified to be consistent with this Easement.

Except as provided in Section 5 of this Article IV, for any enterprise, use or activity that requires Grantee's approval under the terms of this Easement, Grantor may commence and conduct such enterprise, use or activity only with Grantee's express written approval, and only in the manner explicitly represented by Grantor and approved by Grantee. Grantee's approval pursuant to this section shall not be unreasonably withheld, conditioned or delayed.

- 4. Grantor's Address. Grantee's response to Grantor's notice shall be sent by registered or certified mail, return receipt requested, or by a private delivery service and shall be addressed to <u>Grantor: City Clerk, City of Arcata 736 F. Street, Arcata, CA 95521</u>, or to such other address as Grantor may from time to time inform Grantee of in writing.
- 5. Grantee's Failure to Respond. Should Grantee fail to post its response to Grantor's notice within thirty (30) days of Grantee's receipt of said notice (as extended per Section 3 above, as applicable), the proposed enterprise, use or activity shall automatically be deemed approved, provided that Grantor conducts the enterprise, use or activity as noticed and that the enterprise, use or activity is carried out in a manner that does not significantly impair or degrade the Conservation Values. In any action challenging an activity that has been deemed approved, there shall be a rebuttable

presumption that the activity is being carried out in a manner consistent with preservation of the Conservation Values, if it is undertaken as described in Grantor's notice. In challenging the activity, Grantee shall have the burden of producing clear and convincing evidence to rebut the presumption.

- 6. Notice for Acts Beyond Grantor's Control. Grantor shall be under no liability or obligation for any failure in the giving of notice with regard to any prudent action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property or to any person or personal property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement or trespass or from any other cause beyond the control of Grantor similar to those occurrences specified.
- 7. Notice Requirement for Certain Plans. Any amendment to the Plan (as defined in Section 1(a)(ii) of <u>Exhibit C</u>), or other forest management plan, forest management plan amendment, or subsequent easement conveyance, shall be executed only after satisfaction of the notice and approval conditions of this Article IV.

ARTICLE V Remedies and Restoration

Grantee's Remedies. If Grantee determines that Grantor is in material violation of the terms of this Easement or that a material violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation. Where said violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, Grantee may require reasonable restoration of the portion of the Property so injured. If Grantor fails to cure said violation within thirty (30) days after receipt of written notice thereof from Grantee, or, if the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fail to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, by temporary or permanent injunction, to recover any damages for any loss of the Conservation Values, and/or may require the reasonable restoration of the Property to the condition that existed prior to any such injury. If Grantee, in its reasonable discretion, determines that circumstances require immediate action to prevent or mitigate significant and material damage to the Conservation Values of the Property. Grantee may pursue its remedies under this paragraph without waiting for the period provided for cure to expire, provided that prior written notice is given to Grantor. Grantee's rights under this paragraph apply equally in the event of either actual or threatened material violations of the terms of this Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement may be inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement.

Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

- Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including reasonable costs of suit and reasonable attorneys' fees, and any costs of restoration incurred by Grantee necessitated by Grantor's violation of the terms of this Easement, shall be borne by Grantor.
- 3. Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any terms of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any Grantee's rights under this Easement. Reasonable delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall not impair such right or remedy or be construed as a waiver.
- 5 Liability for Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, pest infestation, and earth movement, or from any reasonable action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

ARTICLE VI Costs and Taxes

- 1. Costs, Legal Requirements, and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use permitted by this Easement and for undertaking any such activity or use in accordance with all applicable federal, state and local laws, regulations and requirements.
- 2. Taxes. Grantor shall pay or cause to be paid before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any such taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. It is intended that this Easement constitutes an enforceable restriction within the meaning of Article XIII, Section 8 of the California Constitution, and that this Easement qualifies as an enforceable restriction under the provisions of California Revenue and Taxation Code Section 402.1 or successor statute.

ARTICLE VII Environmental Matters/Hold Harmless

1. Grantee not Operator. Notwithstanding any other provision herein to the contrary, this Easement shall not be construed such that it imposes on, creates in or gives Grantee any obligation, right or ability to exercise physical or managerial control of the day-to-day operations of the Property or of Grantor's activities on the Property.

2. Environmental Matters.

- a. Hazardous Substance. The term "Hazardous Substance" means (1) any chemical, compound, material, mixture or substance that is now or hereafter defined or listed in, or otherwise classified pursuant to any federal, state or local laws regulations and ordinances, as a "hazardous substance," "hazardous material," "hazardous waste," "extremely hazardous waste," "infectious waste," "toxic substance," "toxic pollutant," or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, or "PE toxicity"; and (2) any petroleum, natural gas, natural gas liquid, liquefied natural gas, synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas), ash produced by a resource-recovery facility utilizing a municipal solid waste stream, and drilling fluids, produced waters, and other wastes associated with the exploration, development or production of crude oil, natural gas, or geothermal sources.
- Non-Responsibility. Grantee shall have no responsibility whatsoever for the operation of the Property, the monitoring of hazardous conditions thereon, or the protection of Grantor, the public, or any third parties from risks relating to conditions on the Property. Notwithstanding any other provision of this Easement to the contrary, the parties do not intend and this Easement shall not be construed such that (1) it creates in Grantee the obligations or liabilities of an "owner" or "operator" as those words are defined and used in the environmental laws, as defined below, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 United States Code § 9601 et seq.); (2) it creates in Grantee the obligations or liabilities of a person described in 42 United States Code § 9607(a)(3); (3) Grantee has the right to investigate and remediate any hazardous substances associated with the Property; or (4) Grantee has any control over Grantor's ability to investigate and remediate any hazardous materials associated with the Property. The term "environmental laws" includes, without limitation, any federal, state, local, or administrative agency statute, regulation, rule, ordinance, order or requirement relating to environmental conditions or hazardous substances.
- c. Indemnification. Grantor agrees to indemnify, defend (with counsel reasonably selected by Grantee) and hold Grantee's Indemnified Parties (as defined in Article VII, Section 3a below) harmless from any claim, judgment, damage, penalty, fine, cost, liability (including any amount paid in settlement of a claim) or loss, including reasonable attorneys' fees, consultant fees and expert fees (consultants and experts to

be reasonably selected by Grantee), which arise during or after the term of this Easement from or in connection with the presence or suspected presence of Hazardous Substances in the soil, groundwater, or soil vapor on or under the Property, unless the Hazardous Substances are present solely as a result of the negligence or willful misconduct of the Grantee's Indemnified Parties. Without limiting the generality of the foregoing, the indemnification provided by this section shall specifically cover any cost occurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of the presence or suspected presence of Hazardous Substances in the soil, groundwater or soil vapor on or under the Property, unless the Hazardous Substances are present solely as a result of the negligence or willful misconduct of Grantee's Indemnified Parties. Without limiting the generality of the foregoing, the indemnification provided by this section shall also specifically cover any cost incurred in connection with: (1) Hazardous Substances present or suspected to be present in the soil, groundwater or soil vapor on or under the Property before the date this Easement is executed; (2) Hazardous Substances that migrate, flow, percolate, diffuse or in any way move onto or under the Property after this Easement is executed; or (3) Hazardous Substances present on or under the Property as a result of any discharge, dumping, spilling (accidental or otherwise) onto the Property during or after the term of this Easement, by any person, corporation, partnership or entity other than Grantee's Indemnified Parties.

3. Hold Harmless.

- a. Grantor shall hold harmless, indemnify, and defend Grantee (with counsel reasonably selected by Grantee) and its members, directors, officers, employees, agents, attorneys, and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively, including Grantee, "Grantee's Indemnified Parties") from and against any liability, penalty, loss, expense, claim, damage, demand, cause of action, judgment or costs, including, but not limited to, reasonable attorney's fees, arising from or in any way connected with or incident to (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, except to the extent caused by or attributable to the negligence or willful misconduct of any of the Grantee's Indemnified Parties; (2) the obligations specified in Article VI; and (3) title defects.
- b. Consistent with Government Code section 14662.5, Grantee agrees to indemnify and hold harmless the Grantor and repair or pay for any damage proximately caused by reason of the uses authorized by this Agreement.

ARTICLE VIII Assignment of Easement

This Easement is assignable, but Grantee may not transfer or assign its interest in this Easement except to a "qualified organization," within the meaning of Code Section

170(h)(3) and California Civil Code Section 815.3. In the event assignment of this Easement becomes necessary, Grantee shall seek an assignee, which is mutually acceptable to Grantee and Grantor, which agrees to enforce in perpetuity the Primary Purpose and other terms of this Easement. Grantee further represents to Grantor that its intention as of the Effective Date is to assign its interest in this Easement only in connection with a dissolution of Grantee.

ARTICLE IX Extinguishment: Grantee's Entitlement to Proceeds

- 1. Extinguishment. If circumstances arise in the future such as render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the compensation to which Grantee shall be entitled from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by California law at the time, in accordance with Section 3 below. Grantee shall use all such proceeds in a manner consistent with the Conservation Values of this Easement.
- 2. Eminent Domain. If all or a portion of the Property is taken in the exercise of eminent domain by public, corporate or other authority, so as to abrogate the restrictions imposed by this Easement, Grantor and Grantee may join in appropriate actions to recover the full value of the Property (or portion thereof) taken and all incidental or direct damages resulting from such taking. Any expense incurred by Grantor or Grantee in any such action shall be first reimbursed out of the recovered proceeds; the remainder of such proceeds shall be divided between Grantor and Grantee in proportion to their respective interests in the Property, or portion thereof, as established by Section 3 of this Article IX. If this Easement is extinguished on a portion of the Property or if a portion of the Property is taken through the exercise of eminent domain, the balance of the Property shall remain subject to this Easement. In this event, all relevant documents shall be updated and re-recorded by Grantee to reflect the modified Easement.
- 3. Compensation. This Easement conveys a real property interest immediately vested in Grantee. For purposes of Sections 1 and 2 of this Article IX, the parties stipulate that Grantee's interest shall have a fair market value determined by multiplying (i) the fair market value of the Property unencumbered by the Easement (minus any increase in value attributable to improvements made after the Effective Date (as defined in Section 8 of Article X below)) by (ii) the ratio of the value of this Easement as of the Effective Date to the value of the Property, unencumbered by this Easement as of the Effective Date. The values at the time of this grant shall be those values established by a qualified appraisal (pursuant to Treasury Regulation Section 1.170A-13). The ratio established by this Section 3 shall remain constant, and on a subsequent sale, exchange, or involuntary conversion of all or any portion of the Property, pursuant to the provisions of Section 1 or 2 of this Article IX, Grantee shall be entitled to a portion of the

proceeds equal to the amount of such proceeds (minus any portion attributable to improvements made after the Effective Date) multiplied by the ratio established by this Section 3. Grantee shall use all such proceeds in a manner consistent with the Conservation Values of this Easement.

The parties acknowledge and agree that in the event of a sale or exchange undertaken in accordance with the terms of this Easement of an interest in the Property, where the interest conveyed remains subject to this Easement, no part of the sale proceeds shall be payable to Grantee or the United States.

ARTICLE X MISCELLANEOUS PROVISIONS

- 1. Partial Invalidity. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.
- 2. "Grantor" and "Grantee." The terms "Grantor" and "Grantee," as used herein, and any pronouns used in place thereof, shall mean and include the above-named Grantor and its heirs, personal representatives, executors, successors in interest, and assigns, and the State of California and its successors and assigns, respectively.
- 3. Titles. Section and paragraph titles and subtitles are for convenience only and shall not be deemed to have legal effect.
- 4. Subsequent Transfers. Grantor agrees that reference to this Easement and reference to its dates and places of recording in the Public Records of Humboldt County will be made in any subsequent deed or other legal instrument by which Grantor conveys any interest in the Property, including but not limited to any leasehold interest. Grantor further agrees to attach a copy of this Easement to any deed by which Grantor conveys title to the Property. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least thirty (30) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.
- **5. Governing Law**. In the event any dispute arises over the interpretation or enforcement of the terms and conditions of this Easement, the laws of the State of California shall govern resolution of such dispute.
- **6.** Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee are free to jointly amend this Easement, provided that no amendment shall be allowed that will affect the qualification of this Easement or the status of CAL FIRE under any applicable laws, including California Civil Code Section 815 *et seq.*, or Code sections 170(h) and 501(c)(3). Any amendment shall be consistent with the Primary Purpose of this Easement, shall not affect its perpetual duration, and either must enhance, or must

have no effect on, the Conservation Values that are protected by this Easement. Furthermore, the provisions concerning valuation of this Easement, which are set forth in Article IX above, may not be amended. Any Easement amendment must be in writing, signed by both parties, and recorded in the Official Records of Humboldt County, California.

- 7. Conservation Intent. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to affect the Primary Purpose of this Easement and the policy and purpose of California Civil Code Section 815 *et seq.* If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid, and any ambiguities in this Easement shall be construed in a manner which best effectuates the Primary Purpose of this Easement.
- 8. Effective Date. This Easement is effective upon its recordation in the official records of Humboldt County ("Effective Date").
- 9. Separate Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original. Such counterparts shall, together, constitute and be one and the same instrument. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

IN WITNESS WHEREOF, Grantor and Grantee have hereunto set their hands,

By:

Karen Diemer

City of Arcata

Title: City Manager

Dated: 3/27/19

Title: Director, Department of Forestry and Fire Protection

Thomas Porter

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California) ss County of Humboldt)

On April 23, 2019, before me, Kayla M. Johnson, a Notary Public, personally appeared Karen T. Diemer, 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.

KAYLA M. JOHNSON COMM. #2237941

WITNESS my hand and official seal.

Signature Kaylambhaa

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
State of California }
County of acramento }
on 3/27/19 before me, Midale Socner audicintary
personally appeared Thomas William Portor
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) (s) 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.
Notary Public Signature (Notary Public Seal)
Notary Public Signature (Notary Public Seal)
INSTRUCTIONS FOR COMPLETING THIS FORM ADDITIONAL OPTIONAL INFORMATION This form complies with current California statutes regarding notary wording and,
DESCRIPTION OF THE ATTACHED DOCUMENT if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary
(Title or description of attached document) State and County information must be the State and County where the document
signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
Number of Pages Document Date 27 19 The notission followed by a comma and then your title (notary public).
Print the name(s) of document signer(s) who personally appear at the time of notarization.
CAPACITY CLAIMED BY THE SIGNER □ Individual (s) • Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/shot/hey_is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
☐ Individual (s) ☐ Corporate Officer ☐ Individual (s) ☐ Corporate Officer ☐ The notary seal impression must be clear and photographically reproducible. ☐ Impression must not cover text or lines. If seal impression smudges, re-seal if a
(Title) sufficient area permits, otherwise complete a different acknowledgment form.
☐ Partner(s) the county clerk. ☐ Attorney-in-Fact
☐ Trustee(s) acknowledgment is not misused or attached to a different document. Indicate title or type of attached document, number of pages and date.
Other • Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
2015 Version vww NotaryClasses.com 800-873-9865 • Securely attach this document to the signed document with a staple.

Project: Jacoby Creek CE

Project ID: 2013119

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the deed or grant, dated 04 23-2019___, from the City of Arcata to the STATE OF CALIFORNIA, is hereby accepted by the undersigned officer on behalf of the State of California, Department of Forestry and Fire Protection, pursuant to authority conferred by Public Resources Code Section 12240, Government Code Section 15853(f) and authorization of the Wildlife Conservation Board, Department of Fish and Wildlife, Natural Resources Agency, State of California, adopted on November 15, 2018 and the grantee consents to the recordation thereof by its duly authorized officer. STATE OF CALIFORNIA Natural Resources Agency Department of Fish and Wildlife John P. Donnelly **Executive Director** Wildlife Conservation Board I hereby certify that all conditions for exemption have been complied with and this document is exempt from Department of General Services approval. WILDLIFE CONSERVATION BOARD (authorized signatory) Consent Department of Forestry and Fire Protection

Director

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LIST OF EXHIBITS

Exhibit A Legal Description of Property

Exhibit B Property Boundary Map

Exhibit C Permitted Uses and Practices

Exhibit D Prohibited Uses and Practices

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EXIHIBIT A: Legal Description of Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF HUMBOLDT, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

TRACT A

TOWNSHIP 4 NORTH, RANGE 2 EAST, H. B. & M.

Section 4:

The Northwest one-quarter of the Northwest one-quarter.

Section 5:

The Northeast one-quarter of the Northwest and the North one-half of the Northeast one-quarter.

AN UNDIVIDED TWO-THIRDS INTEREST IN AND TO:

The Northwest one-quarter of the Northwest one-quarter and the South one-half of the Northwest one-quarter.

TOWNSHIP 5 NORTH, RANGE 2 EAST, H. B. & M.

Section 31:

The Northwest one-quarter of the Northeast one-quarter and the South one-half of the Northeast one-quarter.

The North one-half of the Southeast one-quarter.

Section 32:

The Southeast one-quarter of the Northeast one-quarter.

The Northeast one-quarter of the Southwest one-quarter and the North half of the Southeast one-quarter.

The West one-half of the Southwest one-quarter.

The Southeast one-quarter of the Southwest one-quarter and the South one-half of the Southeast one-quarter.

Section 33:

The North one-half of the Northwest one-quarter.

EXCEPTING THEREFROM all that portion thereof lying Southerly and Easterly of the county road known as Fickle Hill Road, as said existed on February 11, 1946, being the date of the Deed from Nicodemo Lucchesi and wife, to Elgin 0. Edeline, et al, recorded December 1, 1948 in Book 74 of Official Records, at page 297, under Recorder's File No. 11748.

TRACT B

PARCEL ONE

All that portion of the South Half of the Northwest Quarter of Section 33, Township 5 North, Range 2 East, Humboldt Meridian, which lies west of the County Road running northerly and southerly through said subdivision, as said road existed on March 24, 1943, being the date of the

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Deed from Elizabeth Campton to Nicodemo Lucchesi, recorded March 25, 1943 in Book 259, page 389, Humboldt County Official Records.

PARCEL ONE-A

The Northeast Quarter of the Southwest Quarter of section 33, Township 5 North, Range 2 East, Humboldt Meridian.

PARCEL TWO

AN UNDIVIDED ONE-THIRD INTEREST IN AND TO:

The Northwest one-quarter of the Northwest one-quarter and the South one-half of the Northwest one-quarter of Section 5, Township 4 North, Range 2 East, Humboldt Meridian.

TRACT C

A right of way for hauling timber and timber products, and other necessary uses, over that presently existing road commencing on the north line of Section 31 and extending in a southeasterly direction as far as such road extends, all in Township 5 North, Range 2 East, Humboldt Meridian. Being the same right of way as granted in the deed from Nicodemo Lucchesi and wife to Lilly L. Lucchesi recorded June 3, 1955 in Book 342 of Official Records, at page 501.

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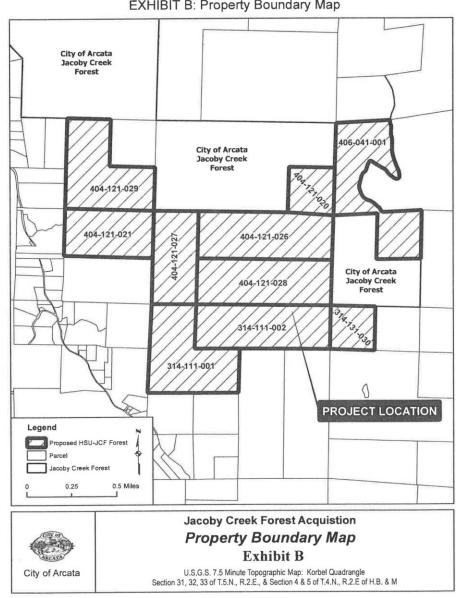


EXHIBIT B: Property Boundary Map

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EXHIBIT C: Permitted Uses and Practices

Rights Retained by Grantor. The following uses and practices, though not an exhaustive recital of consistent uses and practices, are hereby deemed to be consistent with the Primary Purpose of this Easement and are expressly permitted provided that they are undertaken in accordance with the Easement and that all applicable governmental approvals and permits are properly obtained.

1. Forest Management. To manage the forest and harvest timber in accordance with all applicable state and federal forestry laws, practices, guidelines, and regulations, provided that said management and/or harvesting complies with the conditions of this section:

a. Commercial Timber Harvest.

- (i) <u>Definition of Commercial Timber Harvest</u>. For the purposes of this Easement, the term "commercial timber harvest" is defined as any timber harvest (other than timber harvest described in <u>Exhibit C</u>, Section 1(b) below) in which the product of such harvest is sold, traded, exchanged, or used off of the Property.
- (ii) Forest Management Plan. Commercial Timber Harvest shall be in conformance with Non-Industrial Timber Management Plan ("NTMP") #1-99-033 HUM, the Arcata Community Forest Management Plan or other Forest Management Plan and state and federal law and regulation. In event that said NTMP is abandoned, canceled, or otherwise is no longer in effect, prior to conducting any Commercial Timber Harvest, Grantor shall prepare, and Grantee shall review and approve for consistency with the terms of this Easement, a long-term forest management plan. In lieu of preparing a long-term forest management plan, at Grantor's sole discretion, Grantor may prepare for Grantee's review and approval a governmentally reviewed management plan, such as, but not limited to, an NTMP or Working Forest Management Plan (WFMP) as those terms are defined in Section 4593.2 and 4597.1 of Chapter 8 of Part 2 of Division 4 of the California Public Resources Code (the "Forest Practice Act"). For purposes of this Easement, NTMP #1-99-033, long-term forest management plan, or governmentally reviewed management plan, as applicable, will be deemed the "Plan." In addition to the Plan, any specific timber harvest plan or other required forest-management permit must be reviewed and approved by Grantee for consistency with the terms of this Easement prior to Grantor's submission thereof to the government agency(ies) having jurisdiction over such plan or permit. Grantee's approval of the Plan or any other plan or permit shall not be unreasonably withheld, conditioned, or delayed. The Plan should include the following elements, as applicable:
 - (A) Grantor's forest management objectives;
 - (B) A description of each forest stand or forest area with relatively uniform and similar forest conditions. Descriptions of forest stand and forest stand location shall be at a level of detail necessary to support normal forest planning and timber operations pursuant to this Easement, and shall include, at a minimum, site class, tree

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numbers and stand volume by conifer species and size class, and stand location maps;

- (C) Descriptions and mapped locations of soil types;
- (D) Measurements of slope and erosion potential described and mapped;
- (E) Descriptions and mapped locations of existing and planned roads, including plans for construction, maintenance and decommissioning thereof;
- (F) Information on the presence and protection of any known habitat or individuals of any species which are protected under California or federal law, or which are listed by the California Department of Fish and Wildlife (DFW) or the federal government as rare, threatened, endangered, or of special concern;
- (G) Descriptions and locations of known archaeological, cultural or historic sites, including management considerations thereof;
- (H) Description of stand management history; occurrences of disease, insect infestation and fires based on best available knowledge;
- (i) Discussion of planned silvicultural and harvest methods, schedules and equipment;
- (J) Descriptions of expected forest growth by stand and species group per decade, as well as expected products and projected harvest yields; growth and yield estimates shall be for a minimum period of 30 years;
- (K) Reforestation and other forest health improvement activities;
- (L) Erosion control activities; and
- (M) Other management activities consistent with the terms and conditions of this Easement, with consideration of the impacts of all management activities on the Conservation Values of the Property.
- (iii) Review and Approval of Any Governmentally Reviewed Timber Harvest Plans or Other Permits, NTMP, WFMP and Amendments. Consistent with the terms of Article IV of this Easement, Grantor shall send any proposed governmentally reviewed timber harvest plan or permit, NTMP,WFMP, or amendment to any such plan or permit that had been previously approved to Grantee at least seventy-two (72) hours prior to submission to the lead agency charged with approving said plan or amendment. Grantor shall attact to the proposed timber plan or amendment a copy of this Easement and the current Plan (if applicable) upon submission to the lead agency charged with approving said plan or amendment. During the approval process, Grantor shall send copies of any review team question and Grantor's response thereto to Grantee within seventy-two (72) hours of receipt of and response to such question. Grantee's review is for the purpose of ensuring such plan's consistency with the terms and conditions of this

Easement. Grantee's approval shall not be unreasonably withheld, conditioned, or delayed.

- (iv) Forest Management Plan Updates or Amendments. Grantor shall review the Plan periodically, at least every ten years, and, when necessary, update the Plan to reflect the condition of the Property as it changes over time and as management activities are implemented. If Grantor does not undertake any forest management activities within a ten-year period, no update to the original Plan identified or called for above is required, provided that at such time as additional forest management activities are contemplated, an update shall be prepared. Subject to the foregoing guidelines, updates and amendments to the Plan may be accomplished at any time; however, Grantor shall provide notice of any Plan update or amendment to Grantee no less than sixty (60) days prior to the intended commencement of any forest management activity not in conformance with the existing Plan. Any Plan update or amendment shall be provided to Grantee for review and approval for consistency with the terms and conditions of this Easement, and Grantee's approval shall not be unreasonably withheld, conditioned or delayed.
- (v) <u>Use of Professional Foresters and Other Resource Professionals.</u>
 Grantor reserves the right to conduct forest management activities consistent with the terms, conditions and purposes of this Easement, utilizing professional foresters and other natural resource, employees, consultants or advisers of its choice. Grantee shall utilize a registered professional forester or other qualified resource management professional of its choice to evaluate compliance with the forest management provisions herein, and to review forest management plans, updates and amendments, timber harvest plans, related documents, and amendments to this Easement pertaining to forest management.
- b. Non-Commercial Forestry Activities. Grantor may remove, burn (including controlled burns in accordance with accepted forest, timberland management practices), chip and cut shrubs and brush, and reasonably control other vegetation for habitat enhancement, fire breaks, and prevention of disease, and /or other normal forestry practices.
- 2. Wildlife. Grantor may control predatory and problem animals by the use of selective control techniques consistent with policies promulgated by the State of California Department of Fish and Game, U.S. Department of Agriculture or the local County Agricultural Commissioner.

3. Non-Road or Stream Crossing Structures and Improvements

a. Improvements: Grantor may install, construct, or develop non-road or stream crossing related structures and other improvements on the Property (together with any necessary easements) such as: fences; telecommunications, electric, gas and other utility conduits, pipes, cables, wires, antennas, connections, and meters; sewer connections; roads and access easements to public roads; and development, transport, and storage of domestic and agricultural water supplies, connections, conduits and facilities. Such improvements, together with the right to construct, repair, replace, improve and maintain the same, shall be permitted so long as they do not materially impair or damage the Conservation Values, and with prior review and written approval of Grantee, which approval shall not be unreasonably withheld.

- b. Forest Stewardship. Grantor shall protect, conserve, enhance, and maintain forest values in accordance with the Primary Purpose of this Easement and in accordance with the overarching goals of the applicable Plan and other relevant forest restoration or stewardship planning documents. Grantor may construct improvements necessary for continued forest stewardship activities and use, including wildlife habitat enhancements, water storage facilities, fuel breaks for wildland fire risk management, road maintenance, and other activities related to forest stewardship to benefit Conservation Values and use the Property for recreation, education and research including the development of trails for non-motorized travel.
- 4. Transfer of Land. To grant, sell, exchange, devise, gift or otherwise convey or dispose of all or any portion of Grantor's right, title, estate, and interest in the Property as one (1) parcel only, subject also to the provisions of Section 4 of Article X and Exhibit D, Sections 2 and 15. Grantor shall furnish Grantee with a copy of any document or conveyance utilized to effect the transfer of the Property within thirty (30) days of the execution of said document or conveyance.
- 5. Roads and Stream Crossings. For the purpose of this Easement, a road is defined as any constructed trail, established path, or other definable route used for commercial uses (including but not limited to forest management and ranching activities), the construction of which requires the movement of soil or other land alteration. Further, a stream crossing is defined as a rocked ford, culvert or bridge.
- (a) Existing and New Roads and Stream Crossings. Grantor may construct and maintain any road and stream crossing without Grantee's advance approval if such activity is conducted according to the express provisions of the Plan or a Granteeapproved plan (i.e., a DFW-funded and approved ranch conservation and restoration planning document or similar document approved by Grantee) and may maintain any existing road or stream crossing documented in the Baseline Conditions Report, provided that any such activity does not materially impair the Conservation Values. With Grantee's advance written approval, which shall not be unreasonably withheld, conditioned, or delayed, Grantor may also construct and maintain additional new roads or stream crossings for the following purposes: timber harvesting and management as provided in Exhibit C; (i) to support uses on contiguous land owned by Grantor currently and on the Effective Date of this Easement subject to Grantee's approval, which shall be granted only if (I) such new road or stream crossing supports uses of the same type as are permitted by this Easement, (II) the placement or use of such road or stream crossing would not violate the Primary Purpose or materially impair the Conservation Values, (III) such road or stream crossing is to be sized and located so as to minimize any impact to the Conservation Values, and (ii) road extensions as minimally necessary to carry out the provisions of Exhibit C, Section 3. Roads shall be constructed and

maintained so as to minimize erosion and sedimentation and ensure proper drainage, utilizing best management practices as recommended by the U.S. Natural Resource Conservation Service or similar or successor entity, but this section shall not be construed to require that existing roads be reconstructed to meet these standards. No portion of the Property presently unpaved shall be paved or otherwise covered with concrete, asphalt, or any other paving material. Notwithstanding the foregoing, Grantor may make use of heavy equipment, including but not limited to bulldozers and excavators, on the Property, including at established stream crossings, including those crossings within designated Riparian Corridors (as described in the Baseline Conditions Report), when reasonably necessary for the construction, maintenance and repair of existing or permitted roads and stream crossings.

- (b) Replacement of Roads and Stream Crossings. In the event that catastrophic flood or geologic instability makes the use of an existing road or stream crossing impossible or impractical, Grantor may construct a replacement road and/or stream crossing and abandon the original with Grantee's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed. The abandoned road or stream crossing shall be made impassable to vehicle traffic and shall be re-contoured in such a manner as to reduce erosion and encourage re-vegetation. Replacement roads will be held to the standards for new roads, as described above.
- 6. ORV Use. Use of recreational off-road vehicles ("ORV") is permitted for facility and forest management and shall be limited to low-intensity uses. Low-intensity use means a level of use that does not cause material physical impacts to the Property, such as significant erosion, significant damage or removal of vegetation, or any other impact that materially impairs the Conservation Values of the Property. Grantor shall not construct any facility or feature for ORV use, such as a mud bog, hill climb, or constructed race track. Except for established stream crossings (as described in the Baseline Conditions Report), ORV use shall be limited to areas outside of the Riparian Corridors unless necessary for forest stewardship activities and management. The intent of this provision is to allow the minimum ORV use necessary to support everyday forest landowner uses and commercial guest use as it relates to forest stewardship, but not to allow such ORV use as a primary purpose of any commercial recreational enterprise.
- 7. Alternative Energy Systems. Grantor may construct and maintain solar, hydroelectric, wind and other types of electrical generation improvements to generate electricity for use on the Property. Electric utility lines for connection to any permitted structure or improvement and to a commercial electrical grid are also permitted. Also permitted are solar or other electrical generation systems for water pumping, electric fences or to supply power for other permitted uses on the Property.
- 8. Carbon Rights. Grantor agrees that the terms and conditions of the Easement will be taken into account when calculating the baseline/business as usual of the Property for purposes of establishing carbon credits or other emissions offsets that the Grantor proposes to authorize, create, sell, exchange or transfer, and to notify the Grantee at least 45 days prior to any such proposed establishment.

Consistent with the provisions of Article II of this Easement, Grantee agrees to include in any required monitoring report, a summary of any activity by the Grantor to establish carbon credits or other emissions offsets with respect to the Property.

9. Debt Security. The Property encumbered by this Easement (including any portion of it or any interest in it) may be used as security for any debt; provided, that any such debt shall be subordinate to the terms and conditions contained in this Easement.

EXHIBIT D: Prohibited Uses and Practices

- 1. Inconsistent Use. Grantor shall not establish any agricultural, residential, commercial or industrial activity or use that is inconsistent with the Primary Purpose of this Easement; provided, however, that those uses that are expressly permitted under this Easement shall be deemed to be consistent with the Primary Purpose.
- 2. Subdivision. Grantor shall maintain all legal parcels that are part of the Property and all interests therein as though the Property were a single legal parcel owned by a single owner. The legal or de facto division, subdivision or partitioning of the Property into two or more legal parcels and/or any sale, transfer or conveyance of one portion or parcel apart from the sale, transfer or conveyance of the entire Property is prohibited, and the seeking of a partition of the Property as a remedy in a lawsuit is prohibited; provided, however, that such division, subdivision, sale, transfer, conveyance or partition is permissible if accomplished in connection with an action initiated by an entity exercising the power of eminent domain. Any development right that is now or hereafter allocated to, implied, reserved, or inherent in or to the Property may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described, or to any other property (whether adjacent or otherwise).
- 3. Mineral Exploitation. The exploration for, or development and extraction of, minerals and hydrocarbons by any surface mining method, or any other method that would impair or interfere with the Conservation Values of the Property, is prohibited; provided, however, that, with Grantee's prior written consent, Grantor may employ a method of mineral extraction that will be limited and localized, and will not be irremediably destructive of any significant Conservation Values, within the meaning of Treasury regulation section 1.170A-14(g)(4)(i). The preceding sentence shall not preclude the removal or transport of rocks, dirt or gravel from one part of the Property to another consistent with a Nonindustrial Timber Management Plan, or for purposes of erosion control, landfill or construction otherwise consistent with this Easement, or to an adjacent property also subject to a conservation easement protecting forestland, wildlife habitat and scenic open space.

No extraction of minerals may occur within any watercourse except in accordance with a State-approved riparian restoration plan, and with the advance written approval of Grantee and DFW or other appropriate state or federal agency. For purposes of the preceding sentence, the term "watercourse" shall have the meaning set forth in the 2006 Forest Practice Rules, Title 14 California Code of Regulations, Chapter 4, Article 1, Section 895: "A watercourse means any well-defined channel with distinguishable bed and bank showing evidence of having contained flowing water indicated by deposit of rock, sand, gravel, or soil, including but not limited to, streams as defined in PRC 4528(f). Watercourses also mean manmade watercourses."

4. Commercial Facilities. The establishment of any commercial or industrial facility (other than those necessary in the operation or use of the Property expressly permitted by this Easement) is prohibited, including, but not limited to (i) water bottling plant; (ii) any retail sales or service business; (iii) restaurant; (iv) night club; (v) trailer park; (vi)

motel or hotel; (vii) gas station; or (viii) facility for the manufacture or distribution of any product (other than products grown, or produced on the Property in connection with activities expressly permitted in Exhibit C).

- 5. Dumping. The dumping or other disposal of noncompostable refuse on the Property is prohibited, except nonhazardous wastes generated by normal agricultural, ranching, and forestry operations. Storage or dumping of animal waste in the Riparian Corridors is prohibited. Dumping or storage of organic material generated by permitted agricultural and ranching uses on the Property shall be conducted in accordance with applicable law and generally accepted ranch management practices, and runoff from organic material shall not adversely affect water quality.
- **6. Construction**. The construction of any residence, structure, or improvement is prohibited, except as provided in <u>Exhibit C</u>.
- 7. Billboards. The construction, maintenance, or erection of any billboard is prohibited except as permitted as per Article II, Section 3. Roadside signs are permitted only for the purposes of posting the name of the Property, advertising any permitted business on the Property, controlling public access, providing public notification of this Easement, or advertising the Property for sale or lease.
- 8. Watercourse Protection. Any use or activity that causes significant, verifiable erosion or that contributes to the significant, verifiable pollution of any watercourse is prohibited so as to prevent significant negative impacts to the health of salmonid populations. There shall also be no development of waters on the Property for the purposes of commercial fish farming.
- **9. New Road Construction.** The Grantor shall not construct any new roads except as specifically provided for in <u>Exhibit C</u>.
- 10. Water Rights. Grantor shall affect no severance, conveyance, impairment, or encumbrance of water or water rights appurtenant to the Property separately from the underlying title to the Property or initiate other action, which diminishes or extinguishes such water rights. This Easement shall not be construed as a severance or impairment of any riparian water rights appurtenant to the Property.
- 11. Forest Management; Riparian Corridors. Any forest management activity not expressly permitted by Section 1 of Exhibit C of this Easement is prohibited. Notwithstanding the foregoing, vegetation-disturbing activities or removal may take place within any Riparian Corridor pursuant to a habitat restoration plan approved by Grantee and DFW (or another regulatory body with related permitting authority).
- 12. Utilities. The granting of any major utility corridor right-of-way easement is prohibited; provided, however, that any such utility right-of-way easement may be granted by mutual agreement of Grantor and Grantee in cases where the utility would be entitled to exercise the power of eminent domain to acquire the right and a greater

public necessity has been clearly demonstrated to Grantor and Grantee. Nothing in this section is intended to preclude Grantor from (i) constructing and maintaining any alternative energy system expressly permitted in Exhibit C, Section 7; or (ii) installing any utility structure, line, conduit, cable, wire, or pipeline upon, over, under, within, or beneath the Property to any existing and subsequently constructed structure and improvement expressly permitted by this Easement. Grantor may also install such minor improvements serving contiguous land owned by Grantor currently and on the Effective Date of this Easement, only with Grantee's prior written permission, which shall be granted only if (a) such new improvement supports uses of the same type as are permitted by this Easement, (b) the placement or use of such improvement would not violate the Primary Purpose or materially impair the Conservation Values, and (c) such improvement is sized and located so as to minimize any impact to the Conservation Values.

- **13. Motor Vehicle Use**. The use of motorized vehicles, including but not limited to ORVs, off of roadways is prohibited, except by Grantor or any third party under Grantor's control for forest management activities, property management activities, camping, wildlife viewing, residential uses or other permitted uses of the Property or as otherwise provided in Exhibit C, Section 6; provided that such use does not materially impair the Conservation Values of the Property.
- 14. Cultural Resources. The removal, disturbance or destruction of any significant cultural or archaeological resources on the Property that have been documented and registered with the State of California is prohibited; provided, however, that Grantor may use heavy equipment in such areas when reasonably necessary for the construction, maintenance and repair of existing or permitted roads and fords.
- 15. Subsequent Easements. Grantor shall not grant any subsequent easement on the Property that is inconsistent with the Primary Purpose of this Easement or would adversely affect the Conservation Values of the Property. If Grantor wishes to grant a subsequent easement on the Property that Grantor believes is not inconsistent with the Primary Purpose of this Easement or would not adversely affect the Conservation Values of the Property, Grantor shall (i) notify Grantee at least sixty (60) days prior to any such proposed grant; (ii) provide Grantee with a copy of any proposed easement together with any additional information relating to the proposed easement that Grantee may reasonably request; and (iii) request Grantee's approval of such grant. Within fortyfive (45) days of Grantor's notice of proposed easement, Grantee shall review the proposal and may, in its reasonable discretion, (I) approve the proposal as being consistent with the Primary Purpose and protection of the Conservation Values; (II) approve the proposal on conditions intended to ensure the easement's consistency with the Primary Purpose and protection of the Conservation Values; or (III) disapprove the proposal as being actually or potentially inconsistent with the Primary Purpose or protection of the Conservation Values. Grantor and Grantee hereby expressly agree that any grant of a subsequent easement without Grantee's express written approval shall be void and of no effect. Notwithstanding anything contained herein to the contrary, prior to Grantor's execution of any instrument conveying or restricting any

property adjacent to the Property, the result of which would or could eliminate or restrict Grantee's access to the Property, Grantor shall convey to Grantee an easement granting the right of vehicular or other access to the Property across such property or across any other property adjacent to the Property owned by Grantor, provided that the access granted is of a similar nature and quality of that eliminated or restricted.

Page 31 of 31



Fidelity National Title Company of California

515 J Street, Ste. A, Eureka, CA 95501 Phone: (707)442-5785 | FAX: (707)445-2656

FINAL BUYER'S STATEMENT

Settlement Date: April 29, 2019 Disbursement Date: April 29, 2019 Escrow Number: FFHO-2011800073
Escrow Officer: Patty Nicholas
Email: patty.nicholas@fnf.com

Buyer: City of Arcata, a municipal corporation

736 F Street Arcata, CA 95521

Seller: R.H. Emmerson & Son, LLC, a Limited Liability Company

c/o Sierra Pacific Industries, PO Box 496014

Redding, CA 96049

Property: Upper Jacoby Creek Project

Arcata, CA 95521

Parcel ID(s): 314-111-001, 314-111-002, 314-131-030, 404-121-021, 404-121-026,

404-121-027, 404-121-028, 404-121-029, 406-041-001, 404-121-020

			\$ DEBIT	\$ CREDIT
FINANCIAL CONSIDERATION				
Contract sales price		State of California - Wildlife Conservation Board Forestry and Fire Protection Department of Fish and Wildlife Formerly Dept. of Fish and Game		1,725,000.00 800,000.00 1,754,000.00 64,155.64
closing funds	Otato of			
Closing Funds	Forestry			
Closing Funds				
Buyer's funds to close	City of Arcata, a municipal corporation			
Funds to close	,	ia Natural Resources Agency		203,466.64
PRORATIONS/ADJUSTMEN	NTS			
County taxes	04/29/19 to 06/30/19	(\$1,082.05 / 179 X 61 days)	368.74	
TITLE & ESCROW CHARGI	ES			
Additional Parcels		Fidelity National Title Company of California Fidelity National Title Company of California		
Escrow Fee	,			
Owner's title insurance	_		3,004.00	
Policies to be issued: Owners Policy				
Coverage: \$4,540,000.00		ersion: CLTA Standard Coverage Polic 990 (04-08-14)	>	
Subtotals			4,545,597.74	4,546,622.28
Balance Due TO Buyer			1,024.54	
TOTALS			4,546,622.28	4,546,622.28

SAVE THIS STATEMENT FOR INCOME TAX PURPOSES

Page 1 of 1

(FFHO-2011800073/79) April 29, 2019 4:32 PM P

RECORDING REQUESTED BY:

Fidelity National Title Company of California

When Recorded Mail Document and Tax Statement To:

Karen T. Diemer

City of Arcata, a municipal corporation 736 F Street

Arcata, CA 95521

SPACE ABOVE THIS LINE FOR RECORDER'S USE

2019-007416

Recording Fee: \$ 0.00 Tax Fee: \$0.00 Clerk: kt Total: \$0.00 Apr 29, 2019 at 03:24:52

*** CONFORMED COPY ***

Document is expressly exempt from

recording fees. GC 27383

RIT 11977

Pages: 6

Recorded - Official Records Humboldt County, California Kelly E. Sanders, Recorder Recorded by: FIDELITY NATIONAL TITLE

Escrow Order No.: FFHO-2011800073

Property Address: Upper Jacoby Creek

Project,

Arcata, CA 95521

APN/Parcel ID(s): 314-111-001

314-111-002 314-131-030 404-121-021 404-121-026 404-121-027 404-121-028

404-121-029 406-041-001

404-121-020

GRANT DEED

The undersigned grantor(s) declare(s)

\checkmark	This transfer is exempt from the document				
	The document is executed or record	led by the state or any county, municipality, or other political			
	subdivision of the state (GC 273881.1 (a)(2)(D)).				
	The documentary transfer tax is \$	and is computed on:			
	☐ the full value of the interest or property conveyed.				
	The full value less the liene as an aumber	anged remaining thereon at the time of sale			

The property is located in ☑ an Unincorporated area.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, R.H. Emmerson & Son, LLC, a Limited Liability Company as to Tract A and Tract C; and R.H. Emmerson & Son, a General Partnership as to Tract B

hereby GRANT(S) to City of Arcata, a municipal corporation

the following described real property in the Unincorporated Area of the County of Humboldt, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Grant Deed SCA0000129.doc / Updated: 11.20.17

Printed: 03.15.19 @ 08:51 AM CA-FT-FFHO-01510.080201-FFHO-2011800073

GRANT DEED

(continued)
APN/Parcel ID(s): 314-111-001 314-131-030 404-121-021 404-121-026 404-121-027 404-121-028 404-121-029 406-041-001 404-121-020
Dated: March 15, 2019
IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.
THE WITNESS WHEREOF, the dilucing hed have exceeded this assument on the date(s) set in the soloti.
R.H. Emmerson & Son, LLC, a Limited Liability Company
BY: MR Cru
BY: Storge R. Frimarson
R.H. Emmerson & Son, a General Partnership
BY: QQ Emmerca A.A. Epimerson
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
State of <u>California</u>
county of SNOSTA
on XDN 18, 2019 before me, Susan E. Witherspoon, Notary Public, (here insert name and title of the officer)
(here insert name and title of the officer)
personally appeared <u>George R. Emmerson and A.A. Emmerson</u> 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. Notary Public - California Shasta County
Signature (Seal) Commission # 2263952 My Comm. Expires Nov 21, 2022

Grant Deed SCA0000129.doc / Updated: 11.20.17

Printed: 03.15.19 @ 08:51 AM CA-FT-FFHO-01510.080201-FFHO-2011800073

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed effective as of the date executed, from R.H. Emmerson & Son LLC to the City of Arcata, a municipal corporation of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the City Council of the City of Arcata pursuant to authority conferred by Resolution Number 189-31 of the City Council of the City of Arcata adopted on December 19, 2018, and Grantee consents to recordation thereof by its duly authorized officer.

Grantee consents to recordation thereof by its duly authorized officer.

R.H. Emmerson & Son a General Partners NO CITY OF ARCATA

By: Karen. T. Diemer Title: City Manager

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Humboldt

On April 6, 2019 before me, Danielle Allred, a notary public (insert name and title of the officer)

personally appeared <u>Karen T. Diemer</u>, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.

Danielle Alfred
Comm. #2122997
Notary Public California
Hmboldt County
Comm. Euphres Aug 10, 2019

Signature 7

(Seal)

EXHIBIT "A"Legal Description

For APN/Parcel ID(s): 314-111-001, 314-111-002, 314-131-030, 404-121-021, 404-121-026, 404-121-027, 404-121-028, 404-121-029, 406-041-001 and 404-121-020

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF HUMBOLDT, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

TRACT A

TOWNSHIP 4 NORTH, RANGE 2 EAST, H. B. & M.

Section 4

The Northwest one-quarter of the Northwest one-quarter.

AP# 314-131-30

Section 5:

The Northeast one-quarter of the Northwest and the North one-half of the Northeast one-quarter.

AP# 314-111-02

AN UNDIVIDED TWO-THIRDS INTEREST IN AND TO:

The Northwest one-quarter of the Northwest one-quarter and the South one-half of the Northwest one-quarter.

AP# 314-111-01

TOWNSHIP 5 NORTH, RANGE 2 EAST, H. B. & M.

Section 31:

The Northwest one-quarter of the Northeast one-quarter and the South one-half of the Northeast one-quarter.

AP# 404-121-29

The North one-half of the Southeast one-quarter.

AP# 404-121-21

Section 32:

The Southeast one-quarter of the Northeast one-quarter.

Grant Deed SCA0000129.doc / Updated: 11.20.17 Printed: 03.15.19 @ 08:51 AM CA-FT-FFHO-01510.080201-FFHO-2011800073

EXHIBIT "A"

Legal Description (continued)

AP# 404-121-020

The Northeast one-quarter of the Southwest one-quarter and the North half of the Southeast one-quarter.

AP# 404-121-26

The West one-half of the Southwest one-quarter.

AP# 404-121-27

The Southeast one-quarter of the Southwest one-quarter and the South one-half of the Southeast one-quarter.

AP# 404-121-28

Section 33:

The North one-half of the Northwest one-quarter.

EXCEPTING THEREFROM all that portion thereof lying Southerly and Easterly of the county road known as Fickle Hill Road, as said existed on February 11, 1946, being the date of the Deed from Nicodemo Lucchesi and wife, to Elgin 0. Edeline, et al, recorded December 1, 1948 in Book 74 of Official Records, at page 297, under Recorder's File No. 11748.

AP# 406-041-01 portion

TRACT B

PARCEL ONE

All that portion of the South Half of the Northwest Quarter of Section 33, Township 5 North, Range 2 East, Humboldt Meridian, which lies west of the County Road running northerly and southerly through said subdivision, as said road existed on March 24, 1943, being the date of the Deed from Elizabeth Campton to Nicodemo Lucchesi, recorded March 25, 1943 in Book 259, page 389, Humboldt County Official Records.

AP# 406-041-01 portion

PARCEL ONE-A

The Northeast Quarter of the Southwest Quarter of section 33, Township 5 North, Range 2 East, Humboldt Meridian.

AP# 406-041-01 portion

PARCEL TWO

AN UNDIVIDED ONE-THIRD INTEREST IN AND TO:

Grant Deed SCA0000129.doc / Updated: 11.20.17 Printed: 03,15.19 @ 08:51 AM CA-FT-FFHO-01510.080201-FFHO-2011800073

EXHIBIT "A"

Legal Description (continued)

The Northwest one-quarter of the Northwest one-quarter and the South one-half of the Northwest one-quarter of Section 5, Township 4 North, Range 2 East, Humboldt Meridian.

AP# 314-111-01

TRACT C

A right of way for hauling timber and timber products, and other necessary uses, over that presently existing road commencing on the north line of Section 31 and extending in a southeasterly direction as far as such road extends, all in Township 5 North, Range 2 East, Humboldt Meridian. Being the same right of way as granted in the deed from Nicodemo Lucchesi and wife to Lilly L. Lucchesi recorded June 3, 1955 in Book 342 of Official Records, at page 501.

Grant Deed SCA0000129.doc / Updated: 11.20.17 Printed: 03.15.19 @ 08:51 AM CA-FT-FFHO-01510.080201-FFHO-2011800073

APPENDIX B

Memorandum of Understanding

Public Acquisition of Timberland in Upper Jacoby Creek Watershed City of Arcata/Humboldt State University/RH Emmerson & Son LLC

1) PURPOSE

The purpose of this document is to establish the mutual understandings of the City of Arcata, Humboldt State University and RH Emmerson & Son LLC regarding a joint effort to explore a public acquisition involving approximately 978 acres of real property (timberland) located in the Upper Jacoby Creek watershed and known as the "Lucchesi Tract".

2) GOALS

- a. To acquire private timberland in the upper Jacoby Creek watershed adjacent to the City of Arcata Jacoby Creek Forest for the purposes of research and education, fish and wildlife habitat conservation, potential public access, and demonstration of best management practices on "working forest land". A portion of the timberland would be owned by the City of Arcata and a portion owned by Humboldt State University with the goal of separate ownership and cooperative management.
- To foster coordination, collaboration and communication among agencies/entities in order to obtain grant funds for the property acquisition.
- To maintain productive timberlands and the conservation of fish and wildlife habitat over the long term.
- To work to complete the funding and acquisition within a one-year

3) PROJECT PARTICIPANTS

 a. City of Arcata, Humboldt State University, and RH Emmerson & Son LLC.

4) MUTUAL UNDERSTANDINGS

- a. The acquisition is contingent upon obtaining grant funds from the Wildlife Conservation Board, which requires approval of an appraisal that meets the standards of the Wildlife Conservation Board and Department of General Services.
- b. The acquisition is contingent upon the execution of a Purchase and Sale Agreement that will provide the necessary detail and responsibilities of the buyers and seller.
- c. Geographical scope of the project includes the parcels depicted on the attached map and Assessor Parcel Numbers:

APN	GIS ACRES	NAME
40412129	116	EMMERSON RH & SON LLC
40412121	78	EMMERSON RH & SON LLC
40412120	41	EMMERSON RH & SON LLC
40412126	122	EMMERSON RH & SON LLC
40412127	81	EMMERSON RH & SON LLC
40412128	120	EMMERSON RH & SON LLC
31411102	117	EMMERSON RH & SON LLC
31411101	119	EMMERSON RH AND SON LLC
31413130	39	EMMERSON RH & SON LLC

- d. Non-binding nature. This document and participation in the planning and due diligence for real property acquisition are non-binding. An agency or entity may withdraw from participation at any time.
- Reports and communications. Participants will regularly report on their progress to the entities they represent.
- f. Termination. Individual signatories of this MOU may terminate their involvement at any time prior the execution of a Purchase and sale Agreement.

5) SIGNATORIES TO THE MEMORANDUM OF UNDERSTANDING

We the undersigned representatives of our respective agencies/entities, acknowledge the above as our understandings of the joint effort associated with the potential real estate transaction that would result in the purchase of timberland at fair market value by the City of Arcata and Humboldt State University.

Date: 11-5-12

Mark Emmerson & Son LLC

Randy Mendosa
City Manager
City of Arcata

Date: 11/13/12

Example Whitelest II

Frank Whitlatch Executive Director

Humboldt State University Advancement Foundation

Recording requested by, and when recorded, return to:)
State of California	í
Natural Resources Agency)
Bonds & Grants)
1416 Ninth Street, Suite 1311)
Sacramento, CA 95814)

Exempt from Recording Fees - Govt. Code Section 27383

Space above this line for Recorder's use

MEMORANDUM OF UNRECORDED GRANT AGREEMENT/DEED RESTRICTIONS

RECITALS

- On or about October 4, 2017, Agency and Grantee entered into a certain Grant Agreement, Grant No. <u>E13518-0</u> ("Grant"), pursuant to which Agency granted to Grantee certain funds for the acquisition or development of certain real property, more particularly described in attached Exhibit A and incorporated by reference (the "Real Property").
- Under the terms of the Grant, Agency reserved certain rights with respect to the Real Property.
- Grantee desires to execute this Memorandum to provide constructive notice to all third parties of certain Agency reserved rights under the Grant.

NOTICE

- The Real Property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting through the Natural Resources Agency, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained.
- The Grantee shall not use or allow the use of any portion of the real property for mitigation without the written permission of the State.
- The Grantee shall not use or allow the use of any portion of the real property as security for any debt.

For additional terms and conditions of the Grant, reference should be made to the Grant Agreement, which is on file with the Natural Resources Agency, 1416 Ninth Street, Suite 1311, Sacramento, California 95814.

GRANTEE:

Karen Diemer, City Manager City of Arcata

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Humboldt

on <u>March 14, 2019</u> before me, <u>Danielle Allred</u> a notary public, personally appeared <u>Karen Diemer</u>, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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 Vallety (4)

Danielle Alfred
Comm. #2122897
Notary Public California
Hmboldt County
Comm. Expires Aug 10, 2019

(Seal)

EXHIBIT "A"

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF HUMBOLDT, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

TRACT A

TOWNSHIP 4 NORTH, RANGE 2 EAST, H. B. & M.

Section 4

The Northwest one-quarter of the Northwest one-quarter.

Section 5:

The Northeast one-quarter of the Northwest and the North one-half of the Northeast one-quarter.

AN UNDIVIDED TWO-THIRDS INTEREST IN AND TO:

The Northwest one-quarter of the Northwest one-quarter and the South one-half of the Northwest one-quarter.

TOWNSHIP 5 NORTH, RANGE 2 EAST, H. B. & M.

Section 31

The Northwest one-quarter of the Northeast one-quarter and the South one-half of the Northeast one-quarter.

The North one-half of the Southeast one-quarter.

Section 32:

The Southeast one-quarter of the Northeast one-quarter.

The Northeast one-quarter of the Southwest one-quarter and the North half of the Southeast one-quarter.

The West one-half of the Southwest one-quarter.

The Southeast one-quarter of the Southwest one-quarter and the South one-half of the Southeast one-quarter.

Section 33:

The North one-half of the Northwest one-quarter.

EXCEPTING THEREFROM all that portion thereof lying Southerly and Easterly of the county road known as Fickle Hill Road, as said existed on February 11, 1946, being the date of the Deed from Nicodemo Lucchesi and wife, to Elgin 0. Edeline, et al, recorded December 1, 1948 in Book 74 of Official Records, at page 297, under Recorder's File No. 11748.

TRACT B

PARCEL ONE

All that portion of the South Half of the Northwest Quarter of Section 33, Township 5 North, Range 2 East, Humboldt Meridian, which lies west of the County Road running northerly and southerly through said subdivision, as said road existed on March 24, 1943, being the date of the Deed from Elizabeth Campton to Nicodemo Lucchesi, recorded March 25, 1943 in Book 259, page 389, Humboldt County Official Records.

PARCEL ONE-A

The Northeast Quarter of the Southwest Quarter of section 33, Township 5 North, Range 2 East, Humboldt Meridian.

PARCEL TWO

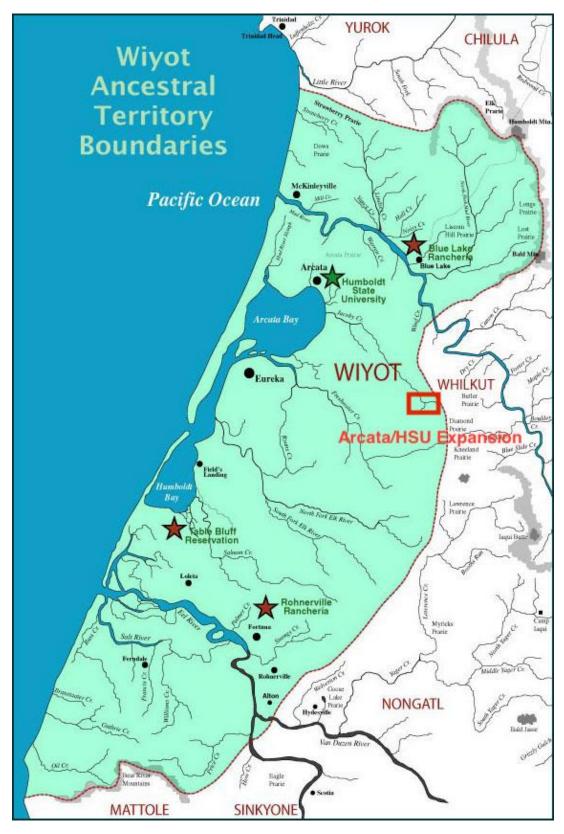
AN UNDIVIDED ONE-THIRD INTEREST IN AND TO:

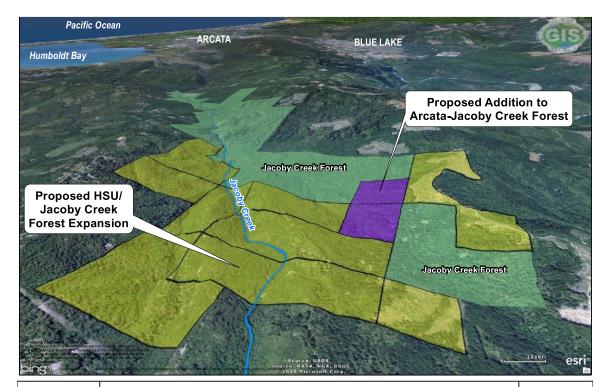
The Northwest one-quarter of the Northwest one-quarter and the South one-half of the Northwest one-quarter of Section 5, Township 4 North, Range 2 East, Humboldt Meridian.

TRACT C

A right of way for hauling timber and timber products, and other necessary uses, over that presently existing road commencing on the north line of Section 31 and extending in a southeasterly direction as far as such road extends, all in Township 5 North, Range 2 East, Humboldt Meridian. Being the same right of way as granted in the deed from Nicodemo Lucchesi and wife to Lilly L. Lucchesi recorded June 3, 1955 in Book 342 of Official Records, at page 501.

APPENDIX C



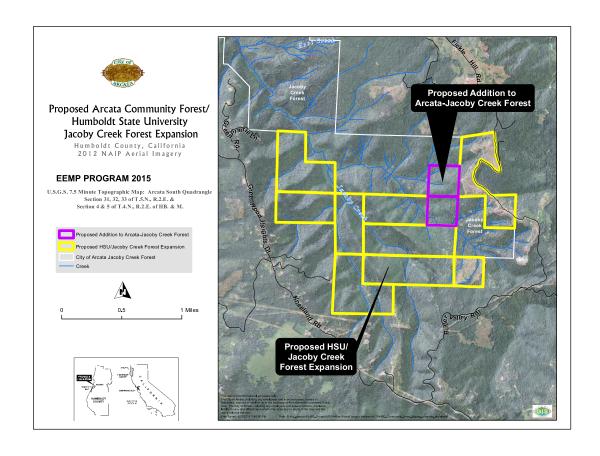




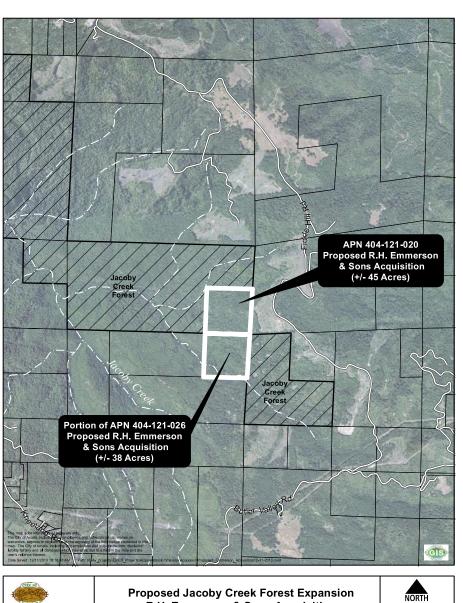
Proposed Arcata Community Forest/Humboldt State University Jacoby Creek Forest Expansion 3D Perspective View
USDA COMMUNITY FOREST PROGRAM

U.S.G.S. 7.5 Minute Topographic Map: Arcata South Quadrangle Section 31, 32, 33 of T.5.N., R.2.E. & Section 4 & 5 of T.4.N., R.2.E. of HB. & M.





Attachment A





Proposed Jacoby Creek Forest Expansion R.H. Emmerson & Sons Acquisition APN 404-121-020 (+/- 45 Acres) & Portion of 404-121-026 (+/- 38 Acres)



APPENDIX D

A BRIEF HISTORY OF

A COLLABORATIVE PROJECT TO RETURN 884 ACRES OF GOUKDI'N TO THE WIYOT TRIBE.

BY CARRIE TULLY

1862

President Lincoln signed the Homestead act on May 30, 1862, providing U.S. citizens up to 160 acres of land in exchange for a small fee, provided they live on and improve it.

1980 - 1982

All parcels in question are purchased/transferred to Sierra Pacific Industries, R.H. Emmerson & Sons, or a subsidiary of those organizations.

2009

City of Arcata's Director of the Natural Resources Department, Mark Andre, learns that SPI is looking to sell the Goukdi'n parcels.

NOVEMBER 2018

In November of 2018, HSU's Lumberjack stating that HSU was receiving 884 acres of land in Jacoby Creek Forest. Carrie approaches Dr. Risling Baldy expressing interest in helping the Wiyot get the parcels back.

JUNE 2019

In June of 2019, 967 acres of Goukdi'n were transferred to the City of Arcata. Arcata keeps 83 acres, and transferred the rest – free of charge – to the CSU and in the care of HSU.

DECEMBER 2019

The first Jacoby Creek Community Advisory Committee meeting takes place. Carrie Tu**l**ly submits the land return report.

OCTOBER 2020

The Jacoby Creek Faculty and Community Advisory Committees meet together. We discuss the parcels being returned more thoroughly.

GOUKDI'I

1876 - 1888

The original patents that contain the parcels in question are issued by the U.S. government.

1988 - 2000

26% of Jacoby Creek Forest was under timber

2009 - 2018

Mark Andre works with SPI and various grant funders to purchase the 967 acres of Goukdi'n.

The funding is secured except for the last 1.4M, which Red Emmerson agrees to a bargain sale, and the final agreement is made.

MAY 2019

Carrie presents her thesis proposal to the Wiyot Tribal Council. The proposal was accepted shortly after the presentation.

NOVEMBER 2019

Dr. Cutcha Risling Baldy & Carrie Tully write a report on land return in California, and the U.S. The first Jacoby Creek Forest Faculty Advisory Committee meeting takes place. Dr. Risling Baldy submits the report.

MARCH 2020

The second Jacoby Creek Forest Faculty Advisory Committee meeting takes place.

APRIL 2021

Wiyot Tribe and team draft MOU with HSU and submit to Dean Oliver. Dean Oliver and Chairman Hernandez meet individually with President Jackson to review MOU.

APPENDIX E

Jacoby Creek (Goukdi'n) Forest

Summary of Activity during HSU's 2019-2020 Academic Year July 31, 2020 Draft

August 2019

The initial communication regarding the acquisition of the Jacoby Creek Forest is summarized in the text of a document that was submitted to the CNRS Dean by the Department of Forestry and Wildland Resources through the first named manager of the forest, Kevin Boston (RPF), during the summer of 2019. This text is included below. While the management structure outlined in the document is undergoing revision to reflect a yet-to-be-formalized partnership with the Wiyot tribe, it is instructive to see where HSU's discussions of the forest began.

Jacoby Creek Forest Donation to Humboldt State University, Summer 2019

Approximately 967 acres of vacant timberland
Appraised at 4.54 million dollars (land and timber)
In support of the education of future natural resource scientists and managers

What does this donation mean for the institution?

With proper development and management, the Jacoby Creek Forest will become a cornerstone in an applied research programs, testing the impacts of contemporary natural resource management practices on a variety of uses. Academic Programs at Humboldt State University that stand to benefit include Geology, Fisheries, Environmental Sciences and Management, Wildlife, Native American Studies, Anthropology, Forestry, Soils, and Recreation. Acquisition of this property allows these programs to compete for grants with other western natural resource management programs that have forest properties associated with their programs. Thus, we will see an increase in external grants to support research and scholarship activities at HSU, as well as more targeted grants for infrastructure on the property. Finally, the considerable revenue generated from this property will underwrite the more specific types of student engagement detailed below.

How will it support students and their education?

The forest will offer a place for undergraduate and graduate students to conduct research and gain experiential learning opportunities with a degree of permanence for their projects that cannot currently be guaranteed in the Arcata Community Forest. Working with the management of the property, students can even arrange to have harvesting or restoration projects conducted in a manner that supports the planned research. Thus, large complex projects that enhance student-learning outcomes can be developed.

Additionally, there is a plan to employ students during the year, and especially in the summer, to perform various natural resource management tasks such as wildlife inventory and water quality monitoring. As other examples, forestry students will develop harvest plans and bring them to

completion while ESM 425 (Environmental Impact Assessment) students will conduct environmental impact assessments on the property. This work experience will complement students' education and make them more attractive on the job market.

As the forest begins to generate funds (two or three years from now), The College of Natural Resources and Sciences (CNRS) anticipates that this money can be used to ease the burden on MSF funds used to fund field trips, allowing more classes to engage in the active learning exercises that our students find the most rewarding part of their education here.

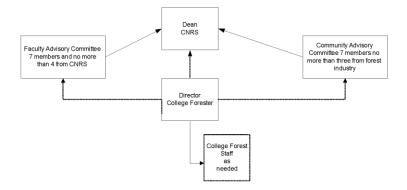
How will it be managed?

The forest should be managed by a California Registered Professional Forester who will be responsible for the state permitting required for harvesting. (Hiring an RPF to sign off on harvest plans is expensive; it is better to do this in-house.) These decisions will not be made in isolation; a management structure, similar to other university forests, is proposed. Management of the Jacoby Creek Forest will be housed in the CNRS, and the final decision maker will be the Dean.

Two advisory committees will support the Dean. The first is a Faculty Advisory Committee that provides input into the management of the Forest with a particular focus on developing the priorities for research, outreach and experiential learning opportunities. The committee is composed of several tenure-line faculty, with at least one from outside the CNRS. The second committee is the Community Advisory Committee composed of several members, with one from City of Arcata and no more than three employed by the forest industry. This second committee reviews the strategic management of the Forest and enhances communication between Humboldt State University and community stakeholders. The final position is the Jacoby Creek Forest Director. This person is a tenured faculty member who holds a registered professional forester license, a requirement to practice forestry in California. Note that the CNRS is searching for a forest operations professor right now; the position description stipulating this individual must hold a registered professional forester license or acquire one within three years. In short, the CNRS thinks the new operations professor should be the Jacoby Creek Forest Director. The Forest Director is responsible for implementing the strategy determined by the Dean and will be a non-voting member of both committees. The Forest Director will supervise a transitory Forestry Staff composed of technicians and professionals hired for short periods as needed; most work connected with the Jacoby Creek Forest will be done in collaboration with students as class-based projects.

Note that it makes sense to add the Schatz Tree Farm to the purview of the Director, as Jacoby Creek is our second forest property. While the trees are much younger at the former, within 15 years we will begin extracting wood from that property as well, and thus it makes sense to have a single director overseeing both parcels.

The organizational design is shown below.



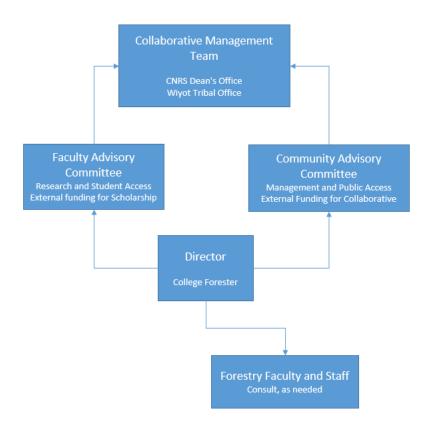
September 2019

In late August of 2019, CNRS Dean Oliver began sending invitations to faculty and to community members to serve on the Research Advisory Committee and the Community Advisory Committee. The committee formation continued through October 2019. The resulting committee membership may be seen in the agendas of the initial committee meetings (November, and December).

October 2019

As an outgrowth of an invitation sent to Wiyot Chairman Ted Hernandez on August 28 to be a founding member of the Dean Dale Oliver, Associate Dean Rick Zechman, and Forestry Chair David Greene met with Wiyot Chairman Ted Hernandez and additional tribal officials and employees for a first discussion to explore shared management of the Jacob Creek Forest. Key outcomes from the October 16 meeting included the following:

- Agreement in principle to pursue a mutually beneficial partnership for the care, management, and use of the Jacoby Creek Forest to promote educational (including research) and cultural activities within the Forest while improving forest health and the ecology of the Jacoby Creek Watershed.
- Identification of Wiyot Tribal representation the two advisory committees.
- Modification of the organizational design for management of the Jacoby Creek Forest, reflected in the diagram below:



November 2019

The inaugural meeting of the Research Advisory Committee was held at Humboldt State University. Note that this meeting and the other committee meetings held during the academic year were conducted with a level of informality that will not be repeated moving forward. In particular, no formal minutes of the meetings were recorded. What follows is the agenda of the meeting that has been annotated by CNRS Dean Oliver (annotations made in blue italic font). Dean Oliver will share this summary with the committees and invited feedback on additional items that should be included in the final draft of this document.

In addition to the members listed on the agenda, Edie Koch, head of the Natural Resource Department of the Wiyot Tribe, attended the meeting. He was later added to the membership of the committee.

Jacoby Creek Forest Research Advisory Committee Agenda, November 18, 3 – 4 PM, SBS 405

Prior to the meeting, committee member and chair of the Native American Studies Department Dr. Cutcha Risling Baldy sent a November 2019 document entitled, "Working for and toward Land Return of Goukdi'n (Jacoby Creek Forest)", by Risling Baldy and Tully. The document was presented for the committee's consideration, and several members had a chance to read at least part of the document prior to the meeting. Paper copies of the document were disseminated at the meeting.

I. Welcome, and charge (Dean Oliver)

The Research Advisory Committee provides input into the management of the Forest with a particular focus on developing the priorities for research, outreach and experiential learning opportunities. The committee is composed of several tenure-line faculty with multi-disciplinary representation across the university, and a natural-resources specialist from the Wiyot Tribe.

II. Membership: Introduction and statement of interest (~ 1 min. per person)

Dale Oliver, Rick Zechman – CNRS Dean's Office
Kevin Boston, Harold Zald, Hunter Harrill – Director/HSU Forester
Adam Canter – Wiyot Tribe
David Greene – FWR chair
Cutcha Risling Baldy – Native American Studies
Mark Hemphill-Haley – Geology
Rosemary Sherriff – Geography
Darren Ward – Fisheries
David Gwenzi – Environmental Science and Management
Gordon Ulmer – Anthropology

III. Current Status of the Forest

General description/current use - Forest Director(s) and/or FWR Chair

JCF director Boston gave a brief overview of his assessment of the state of the forest. Of particular note was the assessment that the forest would require active management for the next 10-20 years before timber harvests could provide revenue that would support ongoing care and management of the forest and support of educational and research activities within the forest. This assessment was in contrast to earlier claims that it would be a matter of a few

years before revenue from forest operations could support management and educational activities. FWR chair David Greene further explained that in light of no financial resources for the management of the JCF, the Schatz Tree Farm endowment would provide release time to support a portion of a faculty member's time to serve as director into the foreseeable future. All other financial support for management and related activities would have to come from other sources.

We also learned that JCF Director Kevin Boston had accepted a position outside of the university and would not be continuing as the JCF Director into Spring 2020. David Greene explained that both Professors Harold Zald and Hunter Harrill would provide transitional leadership until a new JCF director from the faculty could be identified for the 2020/21 academic year.

Accessing the Forest, Fieldtrip Requests, Research Requests (City-of-Arcata form)

We did not discuss this access form at the meeting, and instead asked that requests for access during this academic year be made directly through the CNRS Dean's Office.

IV. Research Questions, Themes, Support, etc.

What research questions might be addressed with the JCF?

Several questions of interest were discussed, including obtaining baseline measure of the forest timber inventory, animal and plant species, soil and geologic mapping, and (eventually) management practices, including those based on traditional ecological knowledge, to improve forest health and restoration of the ecosystem in the Jacoby Creek Watershed.

How might these questions be organized?

What site improvements and researches are needed for research?

Although the City of Arcata provided some rock for the main existing road bed into the forest (accessible from Fickle Hill Road near the top elevation of the property), the property is accessible only by foot at this time, requiring approximately 30 minutes each way for walking from the gate on Fickle Hill to the parcels that make up the larger components of the forest. With no restroom facilities, and limited parking, conducting field trips for entire classes seems untenable at this time. Smaller student/faculty groups for capstone projects have begun. These projects are small in scale and observational (no modifications are being made to the landscape).

Site improvements include road access improvement, and (possible) restroom facilities.

What else could be considered?

Two main considerations were discussed at some length.

- The need for an Archeological Study of the site. While an archeological study was likely completed for past timber harvest plans, the consensus was that we should go beyond what is required for timber harvests.
- 2) Land Return to the Wiyot Tribe. Dr. Risling Baldy introduced the document that she had sent to the committee members prior to the meeting. There were several questions raised, including who had the authority to transfer what was now state property to the sovereign Wiyot tribe, and whether doing so would preserve the purposes of education, research, and preservation intended with the acquisition of the land. Faculty members agreed to share the document with their departments to gather feedback and gauge the support for a land-return effort. Dr. Risling Baldy indicated that she and her graduate student Carrie Tully would continue their research into mechanisms for land return.

V. Next meeting/Next Steps

For our next meeting, we planned to share the feedback from departments on the Risling Baldy/Tully document, to discuss a possibility of faculty and student involvement from Anthropology in an archeological assessment, and any research study proposals other than individual or small group observational studies in the Jacoby Creek Forest for Spring/Summer 2020.

December 2019

The inaugural meeting of the Community Advisory Committee was held at Humboldt State University. Note that this meeting and the other committee meetings held during the academic year were conducted with a level of informality that will not be repeated moving forward. In particular, no formal minutes of the meetings were recorded. What follows is the agenda of the meeting that has been annotated by CNRS Dean Oliver (annotations made in blue italic font). Dean Oliver will share this summary with the committees and invited feedback on additional items that should be included in the final draft of this document.

Attendees at the meeting included Oliver, Boston, Harrill, Greene, Tully, Andre', and Rynearson. Subsequent to the meeting, additional members will include Brianna Phillips representing the Natural Resources Department of the Wiyot Tribe, and Mike Miles of the Humboldt Redwood Company (landholder of adjacent parcels).

Jacoby Creek Forest Community Advisory Committee Agenda, December 16, 2019, 4 – 5 PM, NHE 113

Prior to the meeting, committee member and graduate student (Environment and Community) sent a November 2019 document entitled, "Working for and toward Land Return of Goukdi'n (Jacoby Creek Forest)", by Risling Baldy and Tully. The document was presented for the committee's consideration, and the members present had a chance to read at least part of the document prior to the meeting. Paper copies of the document were disseminated at the meeting.

I. Welcome, and charge (Dean Oliver)

The Jacoby Creek Forest Acquisition was accomplished for the purposes of "research and education, fish and wildlife habitat conservation, potential public access, and demonstration of best management practices on 'working forest land'."

Memorandum of Understanding Public Acquisition of Timberland in Upper Jacoby Creek Watershed City of Arcata/Humboldt State University/RH Emmerson & Son LLC Signed November 2012

The Community Advisory Committee provides input into the management of the Forest with a particular focus on developing the priorities for community education, recreational use, and cooperative management. The committee is composed of members from Humboldt State University, The City of Arcata, The Wiyot Tribe, regional leaders in timberland management, and representatives from wildland conservation groups.

II. Membership: Introduction and statement of interest (~ 1 min. per person)

Dale Oliver, Rick Zechman – CNRS Dean's Office
Kevin Boston, Harold Zald, Hunter Harrill – Director/HSU Forester
Carrie Tully – Graduate Student, Environment and Community
David Greene – FWR chair
Mark Andre – City of Arcata
Gary Rynearson – Green Diamond
Yana Valachovic – University of California Extension
Mike Wilson – Humboldt County Supervisor

Expected to join the committee are representatives from the following: Wiyot Tribe, Buckeye Conservancy, Humboldt Area Foundation, Humboldt Redwood Company

Note: The Buckeye Conservancy and the Humboldt Area Foundation declined to accept a position on the committee.

III. Current Status of the Forest

General description/current use - Kevin Boston

JCF director Boston gave a brief overview of his assessment of the state of the forest, with additional information regarding recent timber harvests that had not been available at the Research Advisory Committee of the prior month. Of particular note was the assessment that the forest would require active management for the next 10 – 20 years before timber harvests could provide revenue that would support ongoing care and management of the forest and support of educational and research activities within the forest. Essentially, Sierra Pacific Industries removed all marketable timber in the decades prior to HSU's acquisition of the forest, and future harvests would only be possible through active management strategies that promoted forest health. This assessment was in contrast to earlier claims that it would be a matter of a few years before revenue from forest operations could support management and educational activities. FWR chair David Greene further explained that in light of no financial resources for the management of the JCF, the Schatz Tree Farm endowment would provide release time to support a portion of a faculty member's time to serve as director into the foreseeable future. All other financial support for management and related activities would have to come from other sources.

Since JCF Director Kevin Boston would soon leave the university for a position outside of the university and would not be continuing as the JCF Director into Spring 2020. David Greene explained that both Professors Harold Zald and Hunter Harrill would provide transitional leadership until a new JCF director from the faculty could be identified for the 2020/21 academic year.

IV. Open Discussion

Site Improvements and Potential Public Access

Mark Andre of the City of Arcata described the modest improvements that had been made to the main road into the forest, and the barriers that must be overcome (additional road improvement, parking, signage, archeological assessment) before greater access to the forest for educational, cultural, and recreational purposes can be achieved. Using the Arcata Community Forest as a model for a self-sustaining working forest, Andre stressed his vision of joint

cooperation between HSU and The City of Arcata to consider both HSU-owned and Arcata-owned parcels as a combined area for education and research for the benefit of all. Dean Oliver discussed a vision of mutually beneficial collaborative management of the JCF with the Wiyot Tribe, which was well-received by the Committee.

At this time, Carrie Tully also provided an overview of the Document that she shared prior to the meeting on Return of the Land to the Wiyot Tribe. There was mild surprise expressed by Mark Andre regarding this prospect, because he had reached out to the Tribe in a prior year, but had received no indication in their interest of this particular parcel. Even so, the committee agreed that the question of land transfer was a reasonable one to ask, with the understanding that the purpose of the acquisition ("research and education, fish and wildlife habitat conservation, potential public access, and demonstration of best management practices on 'working forest land'.") could be preserved.

Cooperative Management

Engaging Funding Partners: CA Wildlife Conservation Board, CDFW, CAL Fire, Sierra Pacific, USFW, Humboldt Area Foundation

The discussion around management focused on finding resources that would allow for funding of access improvements and of an active management plan. However, it was agreed that prior to engaging in such work, a thorough archeological survey should be completed.

V. Next meeting/Next Steps

Mark Andre indicated that the City of Arcata may also have an opportunity to obtain an additional parcel in the Jacoby Creek Watershed that would make access for tractable for conducting classroom fieldtrips to the forest. More on this acquisition would be shared at the next meeting.

An initial meeting with the US Department of Agriculture Service Center would also be arranged to pursue possibilities for resources that could help improve access and fund management for the improvement of the forest.

January 2020

Mark Andre organized a brief meeting on January 31 at HSU that included Matthew Cockering (USDA Natural Resources Conservation Service, Eureka), Hunter Harrill, David Greene, and Dale Oliver regarding possible funding sources to support improving access and active management of the JCF. The main result of that meeting was to introduce HSU to programs to which we

could apply. Also reinforced was a confirmation that a collaborative partnership in management of the JCF between HSU and the Wiyot Tribe could bring potential mutually beneficial funding once a memorandum of understanding regarding the partnership is formalized.

March 2020

The second meeting of the Jacoby Creek Forest Research Advisory Committee was held on March 11. New to the committee was Jennifer Marlow, who is taking the place of David Gwenzi who is away on an extended family leave.

Note that this meeting and the other committee meetings held during the academic year were conducted with a level of informality that will not be repeated moving forward. In particular, no formal minutes of the meetings were recorded. What follows is the agenda of the meeting that has been annotated by CNRS Dean Oliver (annotations made in blue italic font). Dean Oliver will share this summary with the committees and invited feedback on additional items that should be included in the final draft of this document.

Jacoby Creek Forest Research Advisory Committee Agenda March 11, 2020, 3 – 4 PM, HGH 113

Charge

The Research Advisory Committee provides input into the management of the Forest with a particular focus on developing the priorities for research, outreach and experiential learning opportunities. The committee is composed of several tenure-line faculty with multi-disciplinary representation across the university, and representatives from the Wiyot Tribe.

Membership: (revised 3/1/2020)

Dale Oliver, Rick Zechman – CNRS Dean's Office

Adam Canter, Eddie Koch – Wiyot Tribal representatives

Harold Zald – HSU Forestry

Cutcha Risling Baldy – Native American Studies

Mark Hemphill-Haley – Geology

Rosemary Sherriff – Geography

Darren Ward – Fisheries

Jennifer Marlow – Environmental Science and Management

Gordon Ulmer – Anthropology

Agenda

3:00 – 3:05 Status update on leadership changes and ongoing drafting of a stewardship plan

New Jacoby Creek Forest Director: Pascal Berrill (Forestry), Fall 2020

Stewardship planning: Various factors have slowed progress on stewardship planning for the JCF. Interim Provost Bond-Maupin recommends that we work with representatives of the Wiyot tribe to develop a 5-year collaborative plan built on mutual trust and shared values. Dean Oliver intends to facilitate discussions in the near future.

3:05 – 3:20 Follow-up conversation on the Risling Baldy & Tully Report

At our November 7, 2019 meeting, some of the members agreed to share the Risling Baldy & Tully report, "Working for and toward Land Return of Goukdi'n (Jacoby Creek Forest)," within their departments. Those committee members who did so are invited to provide a brief summary of the department discussions at this time.

The reports from the representatives of the committee were supportive of pursuit of the question regarding land return, with some departments reporting unanimous support of their faculty. Dr. Risling Baldy presented results of further research that she has done with graduate student Carrie Tully indicating that there appears to be a way forward. Wiyot representative Eddie Koch confirmed the strong interest of the Wiyot tribe in this possibility, and to be included in subsequent discussions.

Pursuing the recommendations of the report will require engagement with HSU's President.

Dean Oliver expressed his desire to separate the work of pursuing land return to the Wiyot from the primary work of this committee, and thus offered to facilitate a first meeting between the Risling Baldy/Tully (and a few other volunteers from this committee) and HSU's President Jackson. After such a meeting, either a new faculty committee should be formed, or a sub-committee from the membership of the Research and/or Community Advisory Committee should be formed to pursue this path.

3:20 – 3:30 Proposal from the Cultural Resource Facility

In our November 7 meeting - and in the December 16 meeting of the Community Advisory Committee - there was a strong recommendation to have an historical/archeological evaluation conducted for JCF. Thanks to Gordon Ulmer (Anthropology) for asking HSU's Cultural Resource Facility to write up a proposal for such an evaluation. See the text of the proposal at the end of the agenda.

The committee approved by consent to have Dean Oliver pursue the funding of this proposal from the Cultural Resource facility.

3:30 – 3:50 Permissible Access/ Permissible educational and research activities

With collaborative stewardship planning and an historical/archeological evaluation still to be completed, it is advisable that we keep access and research limited to those activities that have minimal impact on the landscape. Please come to the meeting with ideas about what could be permitted, and what ought not to be permitted in terms of access, educational experiences, and research studies. For those activities that would be permitted, discuss a potential system for review and approval.

By Consent, the committee agreed that no additional access – including the Flying Squirrel study request – should be granted until the completion of the Historical/Archeological Survey.

3:50 – 4:00 Other (See Flying Squirrel study request on the next page)

4:00 Adjourn

Text of Proposal for the <u>Cultural Resource Facility</u> (Co-directors Dr. Marisol Cortez-Rincon and Nick Angeloff)

The Cultural Resource Facility (CRF) at Humboldt State University and the Department of Anthropology (DA) propose a comprehensive cultural resource assessment of 900-acres of the newly acquired Jacoby Creek Forest property. In an effort to minimize regulatory costs associated with the legal responsibilities inherited with the property acquisition and future use the CRF and DA will partner to provide over 500 hours of volunteers time, managed by qualified archaeologists to survey, document any historic or cultural resources, and produce a Cultural Resource Inventory Report that will satisfy CEQA and NEPA requirements for 900-acres of the property.

The CRF will conduct the required background research during the summer of 2020 in preparation for the field. CRF and Dr. Cortez-Rincon will provide an overview of the process with simple exercises to the Anth 357 class to provide an educational level understanding of the legal requirements and background research process.

The DA will utilize the Anth 357 Field Archaeology course offered in the fall semester of 2020 to provide opportunity to the student participants to learn field skills under the direction of Dr. Marisol Cortez-Rincon and supervision of qualified archaeological staff at CRF. It is estimated that fieldwork will take four days to complete with 15 volunteers from the class and five CRF staff overseeing the crew. Fieldwork will include drone work, flying the project area to produce detailed aerial photographic documentation, this process can help to both identify historic resources and cultural vegetation communities. The raw footage will be provided to the Forest Managers at their request for management purposes.

The CRF will produce, in collaboration with interested students, a Cultural Resource Inventory Report to satisfy any regulatory requirements of both NEPA and CEQA by

March of 2021, an interim report can be provided within 30-days of completion of fieldwork.

Note: If the Research Advisory Committee recommends moving forward with the CRF proposal, the Community Advisory Committee, which meets in two weeks, will discuss potential sources of funding.

The Resource Advisory Committee's second meeting, Scheduled for March 23, was cancelled due to the COVID-19 Pandemic.

Project description for recording Humboldt's flying squirrels in Jacoby Creek Forest:

I am a wildlife graduate student at Humboldt State University studying variation in the vocalizations of Humboldt's flying squirrels in forests in northern and southern California. In order to model variation, multiple sites in both areas in California will be needed. Working with Dr. Barbara Clucas (my graduate advisor), we have detected flying squirrels in the Arcata Community Forest using bait and camera traps along with acoustic recorders. The data collected in Arcata Community Forest was found to be an important area for recording flying squirrels as we yielded high quality recordings of specific call types utilized by vocalizing flying squirrels. I am hoping to expand this to the Jacoby Creek patch of forest to collect new recordings from a population of flying squirrels that have yet to be acoustically recorded. This area will be important for my research as it is far enough away to potentially record separate individuals in a continuous patch of forest to the Arcata community forest. This could potentially provide vital information on the degree of regional variation that exists within our local population, which will be spatially comparable to populations I have recorded in San Bernardino County.

To record flying squirrels, we will implement the same techniques used for detecting flying squirrels that have proven successful in other redwood forests in Humboldt County. This will require attaching a peanut butter suet cake in a bait cage to a tree with a camera trap attached to an adjacent tree facing the bait and an ultrasonic acoustic recorder set up on a tree nearby. The bait and cameras will be used to validate acoustic recordings by comparing the timestamps of the acoustic recorders and camera traps. Furthermore, camera trap data, in addition to vocal recordings, will also provide data on activity and detection probability of flying squirrels that will be compared to data collected in other areas in California. We would like to deploy equipment at five different sites within the Jacoby Creek forest area and have them deployed for a period of two weeks. I plan to have undergraduate volunteers assisting in set up and retrieval of equipment to bolster relevant experience for current wildlife students at Humboldt State University. To date, no quantitative studies have been conducted on the vocalizations of the newly-described Humboldt's flying squirrel in California, and preliminary analyses have shown that this species also produces distinct call-types in the ultrasonic spectrum. These data will potentially establish the presence/absence of flying squirrels in our local forest, as well as provide further insight into communication system of flying squirrels in an area that has yet to be assessed.

April 2020

On March 30 Dean Oliver and Forestry Chair David Greene wrote in support of a proposal from the Wiyot Tribe to the BIA. The text of Dean Oliver's letter follows:

March 30, 2020

Gerald Jones, Acting Regional Director

Pacific Regional Office

Bureau of Indian Affairs

Dear Mr. Jones,

I am writing to express my full support of the Proposal entitled Wiyot Tribe Goukdi'n (Jacoby Creek)

Forest Education and Field Trip Event partnership with Humboldt State University for the Tribal Earth

Day Grant request for proposal.

In June of 2019 Humboldt State University (HSU) acquired an 884 acre parcel and a separate 94 acre parcel in the upper Jacoby Creek watershed. The acquisition was the result of a City-of-Arcata, Humboldt State University, and RH Emmerson & Son LLC collaboration, with funding from the Wildlife Conservation Board, The California Department of Fish and Wildlife, CALFIRE, The California Natural Resource Agency, and the US Fish and Wildlife Service. The property was acquired to prevent fragmentation of the land and for the purposes of "research and education, fish and wildlife habitat conservation, potential public access, and demonstration of best management practices on 'working forest land'."

Charged by Humboldt State University to develop a stewardship plan for the land, David Greene, chair of the Department of Forestry and Wildland Resources (FWR), and I met with the Wiyot Tribal Chairman Ted Hernandez and personnel from the Wiyot Tribe Natural Resources Department in October of 2019. In recognition of Wiyot ancestral territory, we proposed to work in partnership to achieve the purposes for which the land was acquired. There was an informal agreement made at the meeting, and a shared commitment to the development of a mutually beneficial stewardship plan. Such a plan should be completed in the coming months. I am committed to working in good faith toward a formal partnership that names the Wiyot Tribe and HSU as co-stewards of the Goukdi'n (Jacoby Creek) Forest.

As we develop our partnership, both HSU and the Wiyot Tribe are seeking ways to contribute to early education, to interdisciplinary research, and to cultural enrichment for the benefit of HSU students and Wiyot citizens. The project proposed by the Wiyot Natural Resources Department represents an outstanding opportunity for doing so. I am in full support of the proposal.

Sincerely yours,

Dale Oliver, Ph.D.

Dean, College of Natural Resources and Sciences

dale.oliver@humboldt.edu

July 2020

HSU President Tom Jackson approved the use of some of his discretionary funds to support the proposal from the Cultural Resource Facility (Dept. of Anthropology) of a comprehensive cultural resource assessment for the Jacoby Creek Forest. Approximately \$25,000 was transferred to the Cultural Resource Facility to begin work on this project. Cultural Resource Facility Director Marisol Cortes-Rincon wrote in an email on July 3, "... we would work closely with the Wiyot Tribe [on the assessment]"

Respectfully submitted,

Dale R. Oliver

CNRS Dean

July 31, 2020

APPENDIX F

<u>Jacoby Creek Land Transfer Forest Analysis and VDT Restoration</u> <u>Plan</u>

Floyd Clark and Nicolas Pinson 04/28/2019

Site Inventory Region and Context

The site is a parcel of land in the Jacoby Creek Forest area, in North-Western California, located in between Arcata and Eureka. It is a rectangular parcel that contains approximately 40 acres and is set to be part of a land transfer from Sierra Pacific Industries (SPI) to Humboldt State University (HSU) and the city of Arcata that is currently in progress. Restoration attempts may be expanded in the future as the site may act as a bridge connecting northern and southern Jacoby Creek Forest.



1

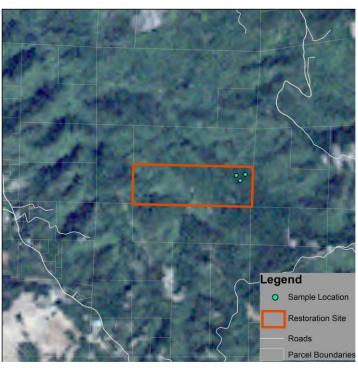


Figure 1: Locational map of site within Jacoby Creek Forest area.

Figure 2: Location of parcel as well as our sampling points.

Climate

Mean annual precipitation is about 60 inches which mostly falls between November and April. The wind fluctuates but is generally stronger in the winter season, with two recorded windstorms at over 100 miles per hour since 1964. (Murry & Wunner)

Topography

2

The area had a slope of 9-50%, an aspect that varied, and an elevation of 300-2,300 feet. (Web Soil Survey)

Hydrology

Majority of precipitation is derived of fog-drip, rain, and snowmelt. Average discharge of the watershed was 15.6 cubic feet per second which equates to about 11,290 acres a year. (Murry & Wunner)

We had noticed the hydrology has been affected by roads. We found several small shallow pools that had formed in the ruts of car tires and were being used as spawning areas for tadpoles.

Soils

The area consist of three main soil types, Coppercreek, Tectah, and Slidecreek. The soil texture varies from loam, to clay loam, to gravelly clay loam. The soils are well drained, with a depth to water table of more than 80 inches. The available water storage varies from about 6.3 to 9.6 inches. (Web Soil Survey)

Fauna

We observed various species of amphibians, song birds, as well as douglas squirrel. There was also signs of deer in the area, as we observed on the trail to the site, some younger trees had signs of antler scratching on the lower bark. We expected presence of black bears and other redwood forest animals, given the ecosystem and the information provided by Murry and Wunner from pages 14-32 in their 1980 study of jacoby creek, including various types of vegetation, fish, amphibian, reptiles, birds, and mammals.

Field Data

Species list

- Rhododendron macrophyllum pacific rhododendron
- Pseudotsuga menziesii Douglas-fir
- Tsuga heterophylla western hemlock
- Rubus spectabilis salmonberry
- Alnus rubra red alder
- Polystichum munitum western sword fern
- Sequoia sempervirens redwood
- Thuja plicata western redcedar
- Struthiopteris spicant deer fern

- Athyrium filix femina lady fern
- Rubus ursinus California blackberry
- Rubus arminianus Himalayan blackberry
- Asarum caudatum Wild ginger
- Rubus parviflorus thimbleberry
- · Abies grandis grand fir
- Umbellularia californica California laurel
- Heracleum ssp. Cow parsnip
- Notholithocarpus densiflorus Tan Oak
- Gaultheria shallon Salal
- Baccharis pilularis Coyote brush
- Ribes sanguineum Red flowering currant

The understory species found were observed to be in their expected clumped distributions throughout the site with no problematic monoculturization or outcompeting by any single species. The tree species distributions were generally clumped as well and overly dense leading to growth slowing competition for light and other resources, this is as expected from such a young unmanaged forest.

Signs of disturbance

The forest is thickley overgrown as it has not been managed since the last harvest there approximately 30 years ago. This creates intense competition amongst forest species and leads to many problems including tree growth stuntage. A few day before we performed the site inventory, Mike McDowall had cut and/or moved some trees that had blocked the road, however, the roads through the forest are what is left of old, poorly implemented logging roads. The main issue they pose is that they appear to be obstructing the hydrology of the site. Large puddles were found on the downhill edges of many of the roads, almost all of which contained tadpoles. Not only do the roads lead to widely observed hydrological erosion but they also appear to be putting many amphibian spawns at risk of having their spawning habitat dry up before tadpoles can mature enough to escape.

Presence of invasive species

Himalayan blackberry was found at the site in minor abundances, no large monocultural clumps of this were found and disturbance from this species appeared to be very low. *Cortaderia selloana* (pampas grass) was found near the site along the access road but distribution of this species dwindled as we approached the site and was not found within it or in the immediate area around it.

Quantitative Analysis

4

We created three 10 meter in radius plots within the site. The sampling was randomized by using a watchhand random azimuth and following the determined azimuth 50 meters to the center of each plot. Within each plot diameter at breast height (DBH) was measured for each tree above the minimum cut-off size of 100 millimeters. The species and their abundances were recorded for each tree above the minimum cut-off size. This data was then analyzed using Google Sheets to find species densities, dominance, and basal area for the plots. These values were then used to find the corresponding statistics of the parcel itself.

avg BA per plot	
redwood	11.62093586
grand fir	2.431561112
Douglas-fir	5.627674413
western hemlock	2.281367218
western redcedar	1.98935966
red alder	1.469697186
total	25.42059544

Table 1: Average basal area found within a 10 meter in radius circular plot as well as the contribution of each species to that total.

avg BA per acre	
redwood	149.695
grand fir	31.322
Douglas-fir	72.493
western hemlock	29.387
western redcedar	25.626
red alder	18.932
total	327.456

Table 2: The average basal area per acre of the parcel as well as the contribution of each species to that total.

Basal area in parcel	
redwood	5987.814
grand fir	1252.888
Douglas-fir	2899.721
western hemlock	1175.499
western redcedar	1025.039
red alder	757.278
total	13098.240

Table 3: The total tree basal area of the 40 acre parcel based on our data as well as the contribution of each species to that total.

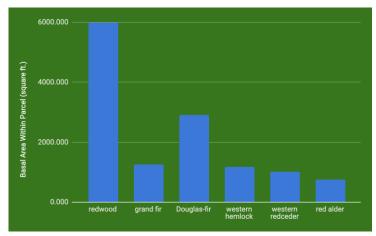


Figure 3: Basal area of all trees within parcel (table 3) represented graphically.

average trees per plot	
redwood	6.33
grand fir	4.00
Douglas-fir	2.33
western hemlock	3.67
western redcedar	1.00
red alder	5.67
total	23.00

Table 4: Average number of trees of each species found in each plot as well as the averaged total trees per plot.

trees per acre	
redwood	81.58
grand fir	51.53
Douglas-fir	30.06
western hemlock	47.23
western redcedar	12.88
red alder	73.00
total	296.28

Table 5: Average number of trees per acre of each species within the parcel based on plot samples as well as the total number of tree per acre.

Trees in parcel	
redwood	3263.32
grand fir	2061.04
Douglas-fir	1202.28
western hemlock	1889.29
western redcedar	515.26
red alder	2919.81
total	11851.00

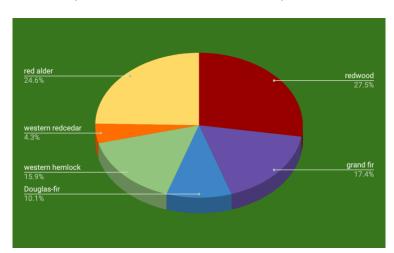


Table 6: The total number of trees above the minimum cut-off point within the 40 acre parcel based on our plot data as well as the contribution of each species to that total.

Figure 4: Graphical representation of the percentage of each species of the total trees in the parcel (table 6).

Analysis: Recommendations for Restoration

The objective of our restoration would be to restore the target ecosystem of an old growth redwood forest using a variable density thinning plan. As old growth ecosystems can only be established with age over hundreds of years the objective will be focused on recreating the composition and structure of an old growth redwood forest.

The central goal in this restoration plan is a 50% thinning of the forest at variable densities which should amount to about 5,900 trees. In order to access the area, the roads will need to be restored, at the same time, problems affecting the hydrology will be dealt with. The density of the target ecosystem is very low, old growth forests typically have canopy species densities of 50-100 trees per hectare (O'Hara et al. 2010). Our site was found to have an average of 732 trees per hectare. The basal area measurements indicate that the trees at the site are relatively young and small, as we observed when we visited the site. Because of this we've decided to leave more trees than the density of the desired ecosystem to account for tree mortality before reaching maturity. The trees should also be thinned with preference to leave most of the redwoods, as they are the dominant species of the target ecosystem. The other species should be thinned accordingly to their percentage of the forest composition.

The restoration of the roads will be the first priority in order to allow access to the area and restore the hydrological movements within the forest. To do this the roads will need to be regraded with numerous culverts and roadside trenches added to guide water on its most

natural path. This will also keep the roads intact for far longer from reduced hydrological erosion. Variable density thinning will be done to promote old growth redwood forest structure. This process will be done by removing 50% of the forest tree density. To accomplish this some areas will be left unthinned as "skips", other areas will be cut entirely as "gaps", and the remaining areas will be thinned accordingly to achieve a 50% thinning of the entire parcel.

The project will have a 10 year timeline, with the first two years dedicated to the restoration of the roads and hydrology while further surveying the area to acquire more accurate data on the entire parcel. Assuming that the first two years go according to plan and no additional major disturbances are found, the thinning of the forest will be conducted over the remaining 8 years with the removal of about 745 trees per year. Following the 10 year project should be continual monitor of the effects of the thinning on the ecosystem and its health and prescribe any further management treatments necessary.

Work Cited

Alison Murray and Robert Wunner. 1980. A Study of the Jacoby Creek Watershed, Humboldt County, California.

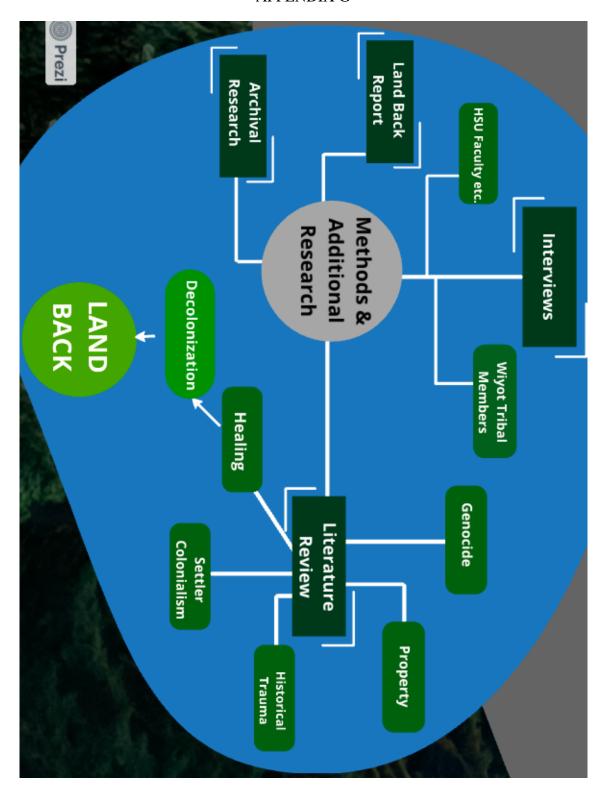
https://www.waterboards.ca.gov/water_issues/programs/tmdl/records/region_1/2003/ref1 603.pdf

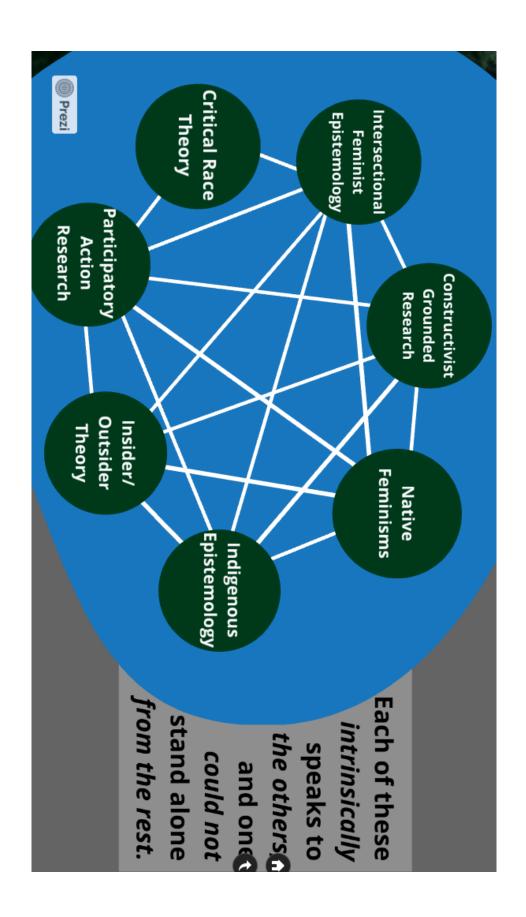
O'Hara, K. L., Nesmith, J. C., Leonard, L. and Porter, D. J. (2010), Restoration of Old Forest Features in Coast Redwood Forests Using Early-stage Variable-density Thinning. Restoration Ecology, 18: 125-135. doi:10.1111/j.1526-100X.2010.00655.x

https://websoilsurvey.sc.egov.usda.gov/App/WebSoilSurvey.aspx

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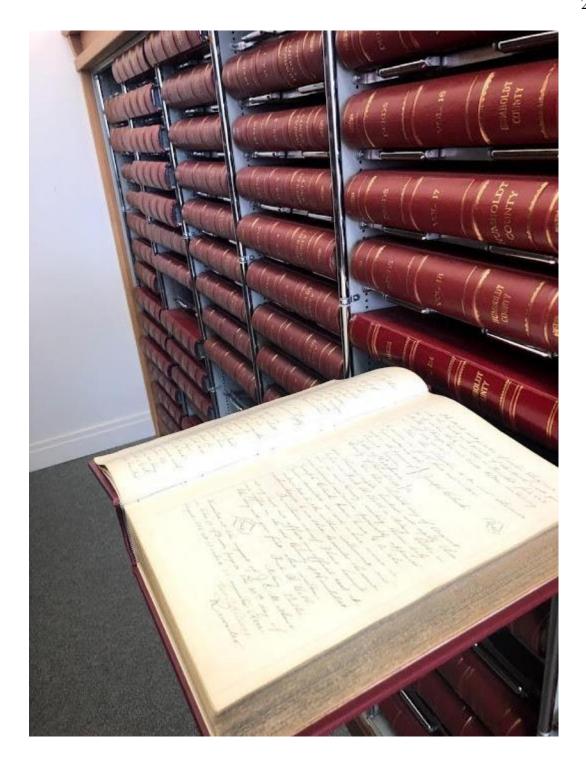
APPENDIX G





APPENDIX H

The United States of America, To all to whom these presents shall come, Greeting: CERTIFICATE) colberens Franklin Ellery of Huntolds County Collection ha of deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Hellitt bilds, Collifornia, whereby it appears that full pryment has been much by the mid Franklin Ellery-Franklin Ellery, shi of Engines of the 24th of Sprit, 1820, entitled " An Alt making puther provision for the sale of the Puthe Long," for the Forth Past quarker of the Kirth Cast quarter, of Scoling buy, and the Forth Inst quarker of the Firth, broth quarter of Scoling Jive in Floriday from Front, of Range tim East Humboldt Hendian in the district of Unido Subjict to Sale at Humboldt Colymnia Con Taining Aghly occur and North The hundredthe of an ann according to the Official Stat of the Survey of the said Lands, returned by the General Land Office by the Surveyor General, which said Frank had been purchased by the said INVARILIE CULLY, Now know pe, That the United States of America, in consideration of the premises, and in confirmity with the several Acts of Congress in such case made and propely have given and granted and by these presents do give and grant, unto the said IN CONFLER CHELY, and to Med hers, the said Frant whose described. To have and to hold the same, together with gold the rights, privileges, immunities, and oppositenances, of rehaterous nature, thereante belonging, unto the said and to Mis here and assigns freezes, subject to any costed and account water rights for mining, agricultural, manufacturing, or other purposes, and eights to ditches and serievies used in commetion with such water rights as may be eccagnized and achieveledged by the beat enstance, laws, and decisions of courts, and also subject to the right of the proprietes of a noise or bede to extend and remove his cretherfrom, should the same to found to printed a intersect the premises hereby granted, as provided by law. In festimony whereof, J. Mysses & Grant prestore of the Batted States of America leve coursed these letters to be made Fatent, and the Seal of the General Land Office to be herente affected. Siven under my hand, at the City of Washington, the the day of Are greate the grant of in Level one theward ought bundered and State to Bet and of the Subpendence of the United States the Our been direct on food LS. BY THE PRESIDENT U.C. Fromh 906om Secretary



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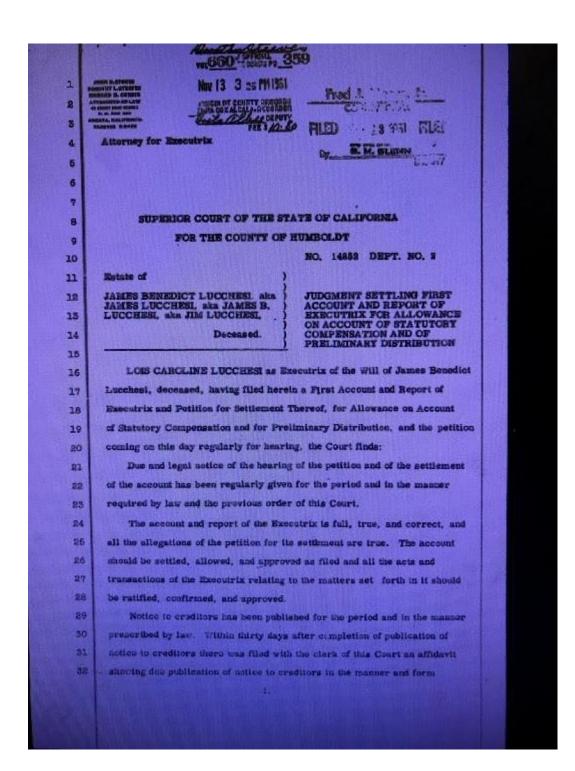
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John I bole The Indentine Made the Eighth day of and Mary Cole September in the year four Lord one there eand eight hundred and musely one Between: John Silas & de and Many bole he wife of the County of Humbeldt and State of California. the parties of the first part and O. J. Dates of the same place. The granty of the second part. Intrusvethi that the said parties of the feet part for and in consideration of the sum of Eight hundred Rollan Wold born of the United States of america to them in head paid by the said party of the accord part the receipt whereof is hereby acknowledged does by their presents grant largan sell convey and confirm unto the said party of the sum part and to he here and assign forever all that cutain lot price or parel of lands estuate lying and being in the County of Numbolds State of California and bounded and particularly described as follows to work: The South East quarter (Seleon Thirty one 131) in Township Devers & North of Range two (2) East of Aumbolds Mendean Containing on hundred and wity moun Together with all and singular the tenements hereditament and apportenances thereinto belonging or in anywere appertaining, and the reversion and reversion sense der and remainder, real, usus and profits thereof To have and to hold all and engular the said premises together with the appurterance unto the said party of the sumb part and to his here and In Witness Whereof the said parties the feet assign forevers part has hereunts set their hand and real the day und year first above written. Signed Sielediand John Dile Orle Mey x Cole East Determed in the pursue of



APPENDIX I

