

GALLEGOS LAW FIRM

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February 3, 2021

Russell S. Gans
THE MITCHELL LAW FIRM, LLP
426 First Street
Eureka, California 95501

Re: City of Trinidad General Plan Update

Dear Russ:

I ask that you accept this correspondence as the City Attorney for the City of Trinidad and that the City Council be advised of it. This correspondence is in response to our recently finding out about this Thursday's meeting of the Planning Commission and the existence of an advisory committee that our clients were never informed of and never invited to participate in.

As you know the subject matter of this Thursday's Planning Commission meeting is an area that encompasses, is adjacent to and is associated with the Tsurai Study Area and/or the Tsurai Village and the historical area of the Tsurai Village and its inhabitants. As such, our clients should have received notice, should have been invited to be members of the Trails Advisory Committee and should have a voice in the subject matter that is before the Planning Commission.

Specifically, per the attached Settlement Agreement ("Agreement") (Exhibit 1) that was agreed to in April 2005, the Parties; to wit the: (i) California Coastal Commission, (ii) California Coastal Conservancy, (iii) City of Trinidad, and (iv) Tsurai Ancestral Society (Agreement, Page 1)1 agreed to do eight (8) things:

1. Cooperate and assist the Conservancy and its grantee the Yurok Tribe in the Management Plan process and to use best efforts to implement the recommendations of the Management Plan. (emphasis added). Per the agreement, the Management Plan process was to include: (a) examination of specific issues currently affecting the City Property including, (b) protection of the Tsurai Village, (c) protection of natural resources, soil stability, (d) transfer of a portion of the City property to the Yurok Tribe, and (5) public access to and along the beach on all trails, including but not limited to, the Wagner Street Trail. (emphasis added).
2. Keep the Wagner Street Trail open for public use during the Management Plan process subject to temporary closures, if any, needed to carry out the re-vegetation described in the Agreement if

1 It should be noted that the Trinidad Rancheria is not a party to the Agreement and the Agreement references no Agreement as to them. Nor does it give them or recognize any rights to any part of the City Property.

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such closures were approved in a coastal development permit. (emphasis added).

3. Support the Conservancy's application for a Coastal Development Permit to revegetate the bluff adjacent to the Wagner Street Trail with native vegetation and cooperate in the revegetation of the bluff area.

4. The City of Trinidad was to relocate the bench installed by the City of Trinidad just waterward of the Wagner Street Trail and revegetate the area after its relocation. The Tsurai Ancestral Society was to provide approval for the relocation pursuant to Policy 69 of the land use plan of the certified City Local Coastal Program. The other parties had no assigned task for number four.

5. Make best efforts to open a portion of the fence now blocking the traditional trail to the Tsurai Village site known as the Axel Lindgren Trail.

7. Cooperate in effecting the transfer of the City Property to the Yurok Tribe if **the City, the Conservancy, and the Yurok Tribe agreed to transfer a portion of the City Property to the Yurok Tribe.** (emphasis added) Per the Agreement the transfer to the Yurok Tribe was to be conditioned upon: (i) the City retaining the beach and waterfront areas of the City Property subject to the existing Conservancy easements and the City applying for and diligently seeking a coastal development permit and any other necessary approvals to effect the division of the City Property for the transfer to the Yurok Tribe; (ii) the Conservancy maintaining its existing easements and offers to dedicate to the Conservancy plus additional specific easements for Native American and natural resources, open space, and public access, as designated in the final approved Management Plan and/or as required as conditions of approval of a coastal development permit for the division of City Property for the transfer to the Yurok Tribe; (iii) the Yurok Tribe agreeing to hold and manage the transferred property as provided in the final, approved Management Plan; (iv) the Yurok Tribe waiving its sovereign immunity as to the City Commission, and Conservancy with respect to enforcement of the easements on the property and the terms of the transfer agreement, as outlined in the transfer agreement; (v) the City, Commission, and Conservancy having obtained a final judgment in all litigation currently pending with John Frame over the Wagner Street Trail to which they are parties; (vi) the City, Commission, Conservancy, Tsurai Ancestral Society, and the Yurok tribe having all approved of the Management Plan and/or approved all applicable permits necessary; (vii) the Commission approving a Coastal Development Permit for subdivision of the beach portion of the City Property, retained by the City from that part of the City Property that was to be transferred to the Yurok Tribe; and (viii) the governing bodies of the City the Conservancy. and the Yurok Tribe having duly authorized the transfer in accordance with the provisions of the Agreement and other applicable provisions of law.

8. Dismiss all claims in Case No. DR980359 against the Commission and the City with prejudice within 20 days of the execution by the Parties of the Agreement.

The Management Plan that is referenced in the Agreement was approved in May 2007. It is 254 pages. Therefore, rather than enclosing it, I have attached a copy of the cover sheet as Exhibit 2. If you want a copy, it is available online or I can place it in Dropbox for you.

In the Management Plan, it was noted that the “*Rancheria was invited to participate as a member of the Management Team for the purposes of preparing this plan, but declined.*” (emphasis added) Despite that, it was agreed that, per Policy 69, there was to be no disturbance, vegetative removal or construction of or in the Tsurai Study Area, except for a protective fence around the burial grounds, on lands designated as Open Space within the Tsurai Study Area without the approval of: (i) the “lineal descendants of [the] Tsurai [Ancestral Society] (TAS); the Trinidad Rancheria (also known as the “Cher-Ae Heights Indian Community” are hereinafter referred to as the “Trinidad Rancheria”) “comprised of Yurok, Tolowa, and Wiyot descendants, located adjacent to the City of Trinidad; (iii) the City of Trinidad; and (iv) The State Historic Preservation Officer and that, despite their decision to participate in the Management Plan, they should “be considered a stakeholder in the future management of the TSA.” (emphasis added). (Management Plan, Page 4).

The Trinidad Rancheria is also referred to on Page 113 of the Management Plan when it explains that “Policy 69 is the specific policy in the Trinidad Local Coastal Plan (July 28, 1989) that deals with the protection of archeological resources within the Tsurai Study Area. The Policy states, ‘Within the Tsurai Study Area, shown on Plate 1B, the State Historic Preservation Officer, in cooperation with the lineal descendants of Tsurai and the Northwest Indian Cemetery Protective Association, shall investigate and establish definitive boundaries around Tsurai. *There shall be no disturbance, vegetative removal or construction, except for a protective fence around the burial ground, on lands designated as Open Space within the Tsurai Study Area without the approval of the lineal descendants of Tsurai, Trinidad Rancheria, City of Trinidad, and the State Historic Preservation Officer.* Lands designated as Special Environment within the Study Area may be developed as provided in the Special Environment regulations provided the State Historic Preservation Officer is consulted and reasonable measures are required to mitigate any adverse impacts on this cultural resource.’” (emphasis added).

The Trinidad Rancheria is again mentioned in the Management Plan as follows: “[The] Rancheria was established by Executive Order of the Secretary of the Interior on July 10, 1918 and is located on the southern shore of Big Lagoon. A final coastal rancheria home is located in Trinidad and is known as the Cher-Ae Heights Indian Community of the Trinidad Rancheria. This 60-acre rancheria was established in 1917 and is home to Yurok, Wiyot, and Tolowa People. In 1958, through the California Rancheria Act, 44 California tribes were identified for termination, which officially ceased federal recognition of tribal status. However, the 44 California tribes chosen for termination did not include any of the three coastal rancherias home to Yurok people (PL 85-671, as amended by PL 88-419). In 1983, 17 northern California tribes were restored through the settlement of a class action suit, *Hardwick v. United States*. Through other individual cases, all but 12 of the originally terminated groups in California have been restored. In 1988, when the Yurok Tribe separated from the Hoopa Valley Indian Reservation in government, land base, and jurisdiction, the Rancherias at Resighini, Trinidad, and Big Lagoon were each given the opportunity to merge with the Yurok Tribe if the members of each rancheria voted to do so within 90 days after the enactment of the Hoopa-Yurok Settlement Act (PL 100-580, 102 Stat. 2924 Sec. 11 (b)). None of the rancherias chose to join the Yurok Tribe, but certain members of the rancherias who were culturally Yurok did enroll in the Yurok Tribe, which automatically dis-

enrolled them from their previous rancheria." (emphasis added).

They are mentioned again on Page 211 where it states that "Portions of the TSA are zoned as "Open Space" and "Special Environment" within the City of Trinidad's General Plan and, thus, have particular requirements associated. Moreover, according to Policy 69 of Trinidad's Local Coastal Plan, There shall be no disturbance, vegetative removal or construction, except for a protective fence around the burial ground, on lands designated as Open Space within the Tsurai Study Area without the approval of the lineal descendants of Tsurai, Trinidad Rancheria, City of Trinidad, and the State Historic Preservation Officer. Lands designated as Special Environment within the Study Area may be developed as provided in the Special Environment regulations provided the State Historic Preservation Officer is consulted and reasonable measures are required to mitigate any adverse impacts on this cultural resource. Therefore, these policies must be adhered to when considering any project within the TSA."

These are the only places in the Management Agreement where the Trinidad Rancheria is mentioned. The Management Agreement never gives or recognizes that the Trinidad Rancheria has any legal or equitable right to any part of the Property at issue or the Tsurai Village. In fact, the Management Plan specifically states that the Rancheria was established by Executive Order of the Secretary of the Interior on July 10, 1918 and given the 60-acre rancheria that they now inhabit. Further, while it stated that some members of the Trinidad Rancheria may be Yurok people, the Trinidad Rancheria members were given the opportunity to become Yurok tribal members, and some did so, but the remainder chose to remain members of the Trinidad Rancheria.

Further, when it comes to the historical, legal and equitable claims of our clients the Management Plan states "Recommendations for the protection and management of these cultural resources are a significant component of this Management Plan. These recommendations are based upon consultation with Yurok tribal elders, the Yurok Culture Committee, the Yurok Tribal Council, and members of the Tsurai Ancestral Society. Laws, regulations, and modern standards that regulate Cultural Resource Management (CRM) and direct CRM professionals in compliance with cultural resources protection laws and mandates also inform these recommendations. The Yurok Tribe and the Tsurai Ancestral Society have both legal rights and custodial responsibilities with regard to cultural resources management within the TSA. It is for this reason that the two groups, representing the lineal and ancestral descendants of Tsurai, have taken the lead in determining how best to protect and preserve Yurok cultural resources within the TSA." (emphasis added). (Management Plan, Page 9)

As such the Management Plan expressly recognized that "The Yurok Tribe and the Tsurai Ancestral Society have both legal rights and custodial responsibilities with regard to cultural resources management within the TSA." This was further recognized when it stated that "the two groups, [e.g. the Yurok Tribe and the Tsurai Ancestral Society] representing the lineal and ancestral descendants of Tsurai, have taken the lead in determining how best to protect and preserve Yurok cultural resources within the TSA" and, therefore, "Recommendations for the protection and management of these cultural resources are a significant component of this Management Plan."

The Management Plan continues by stating that: “Beginning in the summer of 2002, after the Tsurai Ancestral Society contacted the Coastal Conservancy with concerns about vegetation dumping on the property, discussions concerning the need for a management plan were initiated between the TAS, the City of Trinidad, the Coastal Conservancy and the Yurok Tribe. Those discussions resulted in a Coastal Conservancy grant to the Yurok Tribe to develop this management plan in partnership with the Tsurai Ancestral Society and the City of Trinidad, in order to evaluate access needs, identify use conflicts, and recommend possible access improvements for the benefit of public access and protection of Native American cultural resources. The purpose of this Plan is to make recommendations to aid in the successful accomplishment of these objectives. The Tsurai Management Team was formed, with the purpose of developing a draft Plan to be submitted for public review and comment, and finalized via the adoption by the members of the Team.” (Management Plan, Page 26).

It continues by stating that “Over the past 150 years ownership of the TSA has gone from being the home and lands of Tsurai People, to private ownership, to the Coastal Conservancy, and finally to the City. Since Tsurai descendants and the Yurok People lost their ability to manage and maintain the village and cemetery, it has suffered from decades of neglect, mismanagement, illegal looting, Human impacts, and natural erosion, all resulting in site damage. The archival record shows that through these years the consistent appeals for appropriate stewardship by the landowners from the Tsurai Ancestral Society and the Yurok Tribe have often been ignored, and the descendants from Tsurai continue to demonstrate good stewardship and advocate for appropriate management of the TSA. The Yurok Tribe has expressed a willingness to assume management responsibilities and demonstrate appropriate stewardship and restoration of the natural and cultural resources within the TSA for the benefit of the public and future generations.” (Management Plan, Page 27).

I could continue but I think that this effectively establishes that it is the Yurok Tribe and the Tsurai Ancestral Society that have historical, legal and equitable claims to the Property in question and the maintenance of it. Despite this, when I review the documents prepared for this Thursday meeting I note that Trinidad Trail Advisory Committee, which was established as a sub-committee of the Trinidad City Council in spring 2017 and whose primary function of the committee is to advise the City Council and Planning Commission on matters relating to the Trinidad pedestrian trail system which go through the Property at issue does not include the Tsurai Ancestral Society and, rather, is comprised of the following persons: Tom Davies, City Council Representative and Committee Chair; Cheryl Kelly, Planning Commission; Gail Kenny, Citizen Representative; Shirley Laos, Government Affairs Coordinator, Trinidad Rancheria; Zach Brown, Tribal Council Vice Chairman, Trinidad Rancheria; Frankie Myers, Yurok Tribal Council Vice Chairman; Rosie Clayburn, Yurok Tribal THPO/Repatriation & Collections Coordinator; Ben Morehead, Trinidad Coastal Land Trust; Jack West, City Council Representative and Committee Vice-Chair. Nor have our clients ever been notified of these meetings or invited to participate.

This is particularly concerning because per the Agreement and the Management Plan our clients are to be involved in decisions associated with the Property and that necessarily includes trails that access or run through it. Therefore, on behalf of our clients we respectfully request that no decision

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be made by the Planning Commission, that our clients are made a part of the advisory committee and that our clients be allowed to participate in any and all future discussions associated with it.

Further, any aspect of the General Plan and Local Coastal Plan updates, respectively, that have an impact to the Tsurai Study Area, or land adjacent to the TSA, through zoning and policy shall go before the Tsurai Management Team.

Please let me know at your earliest convenience if the Committee and the City agree to this so that I can advise my clients and they can decide what steps they want to take to address this matter. I also ask that this be provided to the Planning Commission and be made a part of this Thursday's meeting so that our client's concerns will be considered and made a part of the record.

Respectfully,

GALLEGOS LAW FIRM



Paul V. Gallegos (CSBN 161408)

paul@gallegoslawnhumboldt.com

PVG/jb

encls

COPY

ORIGINAL

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into as of _____, 2005, by and among the California Coastal Commission ("Commission"), California Coastal Conservancy ("Conservancy"), the City of Trinidad and the Tsurai Ancestral Society ("Tsurai"), referred to collectively in the Agreement as the "Parties."

RECITALS

A. The City owns title to an approximate 12.6 acre parcel of property on the bluffs adjacent to the Pacific Ocean within the City's corporate boundaries ("City Property"). The Conservancy owns easements for Native American resource protection, open space, and public access over the City Property.

B. The Tsurai's ancestral habitation site ("Tsurai Village") is located on the City Property. The Tsurai Village is a vital resource both for the Tsurai and for the public at large. The Parties desire to protect the Tsurai Village from negative impacts, both intentional and unintentional. The City Property is currently the subject of a study, headed by the Conservancy and its grantee the Yurok Tribe, to form a management plan for the City Property. This plan will, the Parties expect, provide a blueprint both to help resolve present use conflicts that exist on the City Property and provide for enhanced protection of the Tsurai Village.

C. The Wagner Street Trail ("Trail") which connects Wagner Street to Old Home Beach via an easement held by the Northcoast Land Trust and Parker Creek, runs on the City Property above and adjacent to the Tsurai Village. The Tsurai are concerned that the public's use of the Trail is having negative effects on the Tsurai Village.

D. In 1998, John Frame filed Action No. DR 98 0359 against the City. This action seeks, together with other causes of action, damages from the City for alleged failure to abide by the terms of the 1994 Stipulated Judgment that set certain parameters for the public's use of the Wagner Street Trail. In December of 2002, the Tsurai intervened in this action supporting John Frame and alleging the violation by the City of certain federal and state statutes protecting Native American resources in its management of the City Property and Tsurai Village. In January of 2003, the Commission intervened in support of the City against the allegations made by Frame. In March of 2004, the Conservancy filed a motion, granted by the Court, that it was an indispensable party to this litigation. Trial in this matter is currently scheduled for June 6, 2005.

E. The Parties believe that it is in all of their interests to settle the issues raised in the Tsurai's third amended complaint involving the Tsurai Village, the Wagner Street Trail, and other use conflicts on the City Property, outside of litigation. This will allow all parties to

concentrate their resources on the management plan process and upon developing long-term solutions to the above mentioned conflicts regarding the City Property.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, the Parties agree as follows:

1. Management Plan Process: The Conservancy and its grantee, the Yurok Tribe, will continue the Management Plan process and the Parties agree to cooperate and assist in that process. The Management Plan process will include an examination of specific issues currently affecting the City Property including, but not limited to, protection of the Tsurai Village, protection of natural resources, soil stability, transfer of a portion of the City property to the Yurok Tribe, and public access to and along the beach on all trails, including but not limited to, the Wagner Street Trail. The Parties agree to use best efforts to implement the recommendations of the Management Plan, including any coastal development permits that may be necessary for said implementation.

2. Wagner Street Trail: The Wagner Street Trail will remain open for public use during the Management Plan process, subject to temporary closures, if any, needed to carry out the revegetation described below if such closures are approved in a coastal development permit.

3. Revegetation of the Bluff Adjacent to the Wagner Street Trail: The staff of the Conservancy agree to apply for a Coastal Development Permit to revegetate the bluff adjacent to the Wagner Street Trail with native vegetation in a manner that does not impede use of the Trail or promote erosion of the bluff. The staffs of the City, Commission, and the Tsurai will support this application. Subject to approval of a Coastal Development Permit and authorization by the Conservancy's governing board, the Conservancy will fund, and the parties will cooperate in, revegetation of the bluff area.

4. Relocation of Bench: The bench installed by the City of Trinidad just waterward of the Wagner Street Trail will be relocated and the area revegetated. The City shall relocate the bench to the junction of the Wagner Street Trail and Parker Street/Creek Trail at the top of the stairs. If a permit or other public hearing is necessary for said relocation, the City shall use best efforts to apply for said permit and/or schedule said public hearing in an expeditious manner. The Tsurai Ancestral Society agrees to provide approval for said relocation pursuant to Policy 69 of the land use plan of the certified City Local Coastal Program.

5. Axel Lindgren Memorial Trail: The Parties will make best efforts to open a portion of the fence now blocking the traditional trail to the Tsurai Village site ("Axel Lindgren Trail").

6. LCP Amendment: The Parties will cooperate in an amendment of the Trinidad Local Coastal Program to list the Axel Lindgren Memorial Trail as a public access trail.

7. Transfer of City Property to Yurok Tribe: If the City, Conservancy, and the Yurok Tribe should agree to transfer a portion of the City Property to the Yurok Tribe, the Parties agree to cooperate in effectuating said transfer, provided that the transfer is upon the following terms:

(a) Consistent with Government Code section 37351, the City shall retain the beach and waterfront areas of the City Property subject to the existing Conservancy easements. The City shall apply for and diligently seek a coastal development permit from both the City and the Commission, and any other necessary approvals including all applicable provisions of City ordinances, including General Plan Policy 69, to effect any such division of this land.

(b) Any transfer of title to the remaining area of the City Property to the Yurok Tribe shall be subject to the Conservancy's existing easements and offers to dedicate to the Conservancy plus additional specific easements for Native American and natural resources, open space, and public access, as designated in the final, approved Management Plan and/or as required as conditions of approval of a coastal development permit for the division of City Property provided for above. As a condition of any transfer, as covenants running with the land transferred to the Yurok Tribe, the Yurok Tribe shall agree to hold and manage the property transferred as provided in the final, approved Management Plan, and shall waive its sovereign immunity as to the City, Commission, and Conservancy with respect to enforcement of the easements on the property and the terms of the transfer agreement, as outlined in the transfer agreement.

(c) The transfer of the property from the City to the Yurok Tribe shall also be subject to the following conditions:

- (i) the City, Commission, and Conservancy shall have obtained a final judgment in all litigation currently pending with John Frame over the Wagner Street Trail to which they are parties;
- (ii) the City, Commission, Conservancy, Tsurai, and the Yurok Tribe have all approved the Management Plan and/or approved all applicable permits necessary for the Management Plan;
- (iii) the Commission shall have approved a Coastal Development Permit for subdivision of the beach portion of the City Property, retained by the City, from the remainder of the City Property to be transferred to the Yurok Tribe; and
- (iv) the governing bodies of the City, the Conservancy, and the Yurok Tribe shall have duly authorized the transfer in accordance with the provisions of this Agreement and other applicable provisions of law.

8. Dismissal: Within 20 days of the execution by the Parties of this Agreement, the Tsurai shall dismiss with prejudice all claims in Case No. DR 98 0359 against the Commission and City.

9. No Admission: The agreements of the Parties contained herein are a compromise and settlement of the disputes among the Parties regarding the claims raised in the Tsurai's Third.

Amended Complaint. Nothing herein shall be an admission of any party hereto with respect to said matters, and this Agreement shall not be used by any party hereto in any proceeding, other than in a proceeding to enforce the terms of this Agreement.

10. Entire Agreement: This Agreement contains the sole and the entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments, or understandings related thereto, if any, are merged into this Agreement. No representations, oral or otherwise, express or implied, other than those contained herein, have been made by any party. No other agreements not specifically referred to herein, have been made by any party. No other agreement not specifically referred to herein, oral or otherwise shall be deemed to exist or to bind the Parties.

11. Waiver: No provision of this Agreement may be waived unless in writing signed by all Parties. Waiver of any one provision shall not be deemed to be a waiver of any other provision.

12. California Law: This Agreement shall be deemed to have been entered into in the State of California. All questions concerning the validity, interpretation, or performance of any of its terms or provisions, or any rights or obligations of the Parties hereto shall be governed by and resolved in accordance with the laws of the State of California in effect at the date of the execution of this Agreement.

13. Further Assurances: So long as authorized by applicable laws to do so, each of the Parties to this Agreement will do such further acts and execute, acknowledge and deliver all further documents and instruments as may be necessary to fully effectuate the provisions of this Agreement.

14. Successors and Assigns: The terms, provisions, and conditions of the Agreement shall be binding and inure to the benefit of the Parties and the successors and assigns of the Parties.

15. Civil Code Section 1542: The Parties fully understand and hereby relinquish and waive any and all rights or benefit they may have under section 1542 of the California Civil Code which reads as follows: "A general release does not extend to claims which the creditor does not know or suspect exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

16. Effectiveness of Agreement: This Agreement shall be effective upon the execution of this Agreement by all Parties.

17. Attorney's Fees and Costs: The Parties agree that all Parties shall bear their own costs and attorney's fees incurred in connection with this Agreement.

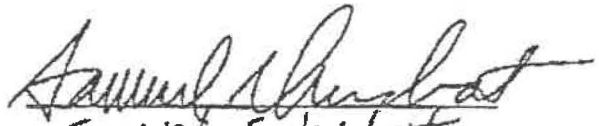
18. Headings: The title headings of the respective paragraphs of this Agreement are inserted for convenience only, and shall not be deemed to be part of this Agreement or considered in construing this Agreement.

19. Execution: This Agreement may be signed in any number of counterparts and each signed counterpart shall have the same force and effect as an original and as if all Parties to the aggregate counterparts had signed the same instrument.

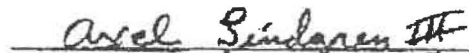
20. Authority to Execute: The person executing this Agreement on behalf of each Party represents and warrants that: (a) each is authorized by his or her respective entity to execute this Agreement; and (b) each is acting within the scope of his or her authority as officers or duly authorized representatives of his or her respective entity. These representations and warranties are in addition to, and not in derogation of, all representations and warranties implied by law.

21. Amendments: All amendments and supplements to this Agreement must be in writing and executed by each Party to this action and by his, her, or its attorney of record. However, such execution may be in counterparts and, when so executed, shall be deemed to constitute one document.

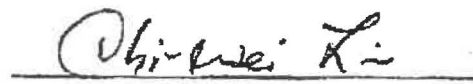
DATED: 4/12, 2005


Samuel Schuchat
CALIFORNIA COASTAL
CONSERVANCY

DATED: 4/11, 2005


AXEL LINDGREN III
TSURAI ANCESTRAL SOCIETY

DATED: 4/7, 2005


Chi-Wei Lin
CITY OF TRINIDAD

DATED: _____, 2005

PETER DOUGLAS, Executive
Director, CALIFORNIA COASTAL
COMMISSION

18. Headings: The title headings of the respective paragraphs of this Agreement are inserted for convenience only, and shall not be deemed to be part of this Agreement or considered in construing this Agreement.

19. Execution: This Agreement may be signed in any number of counterparts and each signed counterpart shall have the same force and effect as an original and as if all Parties to the aggregate counterparts had signed the same instrument.

20. Authority to Execute: The person executing this Agreement on behalf of each Party represents and warrants that: (a) each is authorized by his or her respective entity to execute this Agreement; and (b) each is acting within the scope of his or her authority as officers or duly authorized representatives of his or her respective entity. These representations and warranties are in addition to, and not in derogation of, all representations and warranties implied by law.

21. Amendments: All amendments and supplements to this Agreement must be in writing and executed by each Party to this action and by his, her, or its attorney of record. However, such execution may be in counterparts and, when so executed, shall be deemed to constitute one document.

DATED: _____, 2005

CALIFORNIA COASTAL
CONSERVANCY

DATED: 4/1, 2005

Axel Lindgren III
AXEL LINDGREN III
TSURAI ANCESTRAL SOCIETY

DATED: 4/7, 2005

Chin-Wei Lin
Chin-Wei Lin
CITY OF TRINIDAD

DATED: _____, 2005

Peter Douglas
PETER DOUGLAS, Executive
Director, CALIFORNIA COASTAL
COMMISSION

APPROVED AS TO FORM:

DATED: 4/8, 2005

BILL LOCKYER
Attorney General of the State of California
J. MATTHEW RODRIQUEZ
Senior Assistant Attorney General

By: 

JOSEPH C. RUSCONI
Deputy Attorney General

Attorneys for the California
Coastal Commission and California
Coastal Conservancy

DATED: _____, 2005

By: 

JEFFERY GUTTERO
Attorney for City of Trinidad

DATED: 3/28, 2005

By: 

CHRISTINE WILLIAMS

Attorney for Tsurai Ancestral
Society

TSURAI MANAGEMENT PLAN

FINAL

Honeyman drawing of Tsurai and Bay

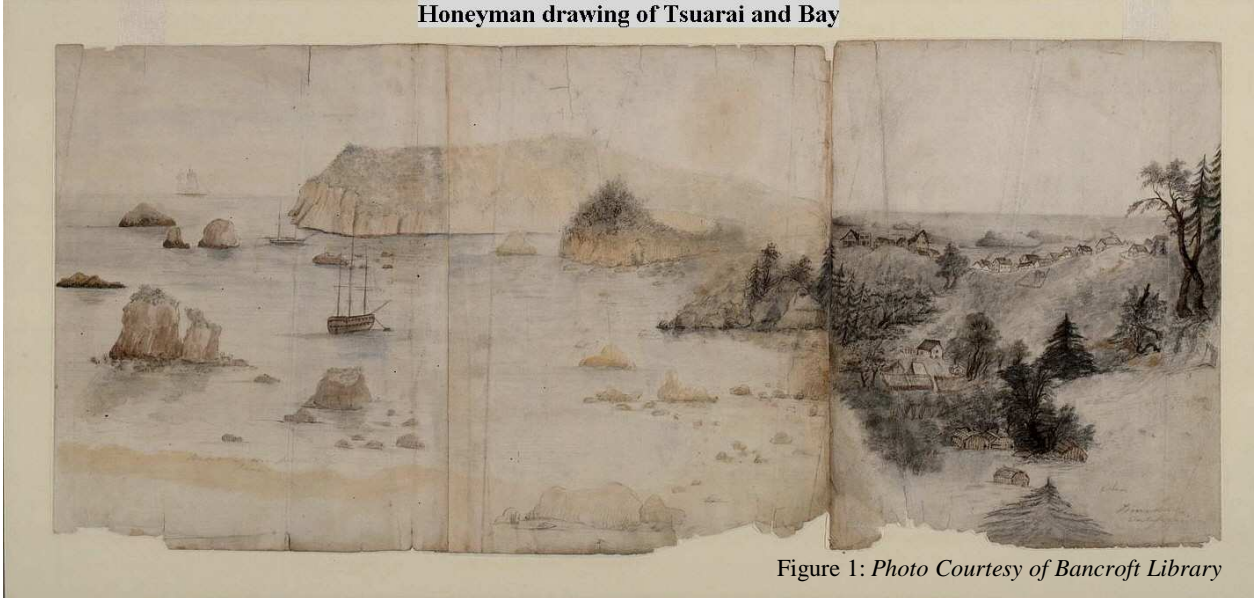


Figure 1: Photo Courtesy of Bancroft Library

Prepared with funds granted by the California State Coastal Conservancy from the Safe Neighborhoods, Parks, Clean Water, Clean Air and Coastal Protection Bond Fund (Park Bond 2000)

Grant Agreement 02-156

Prepared by:

**Kathleen Sloan, MAIS
Megan Rocha, MA
Yurok Tribe Environmental Program
Klamath, CA**

**Prepared for the Tsurai Management Team:
California Coastal Conservancy
City of Trinidad
Tsurai Ancestral Society
Yurok Tribe**

April 2007