



GREAT REDWOOD TRAIL AGENCY

MEETING DATE: April 3, 2025

AGENDA ITEM: 14. Resolution 2025-02 Land Use Covenant at Redwood Valley Station

FROM: Louisa Morris

RE: Resolution 2025-02 Land Use Covenant at Redwood Valley Station

EXECUTIVE SUMMARY:

An open North Coast Regional Water Quality Control Board, case 1NMC331, exists on property owned by Great Redwood Trail Agency in Mendocino County known as Redwood Valley Station. Staff seeks Board direction to the Chair to execute and record a Land Use Covenant over a 0.392-acre area of Redwood Valley Station, to limit certain uses of the property that are unnecessary for GRTA's use of the property.

BACKGROUND:

In 1992 and 1993, as part of a Phase I due-diligence program for the property transaction between Southern Pacific (SPTCo) and Northwest Pacific Railroad (NWPRR), four former stations or repair areas along the approximately 140-mile right of way between Novato (Marin County) and Willits (Mendocino County) were assessed for contamination.

The former Redwood Valley Station was one of these stations, which had maintenance and material storage on a portion of the site. Based upon investigations in 1994, 1995, and 2021, the only identified contaminant of concern (COC) was arsenic, contained to an approximately 0.392-acre section of the station, with no identified groundwater contamination.

In relation to the identified substances on the property, an enforcement action was opened by the North Coast Regional Water Quality Control Board, matter 1NMC331. To close this matter and maintain the non-contaminated status of the groundwater near the former maintenance area, the Water Board proposed the GRTA execute a Land Use Covenant (LUC) for this 0.392-acre area of this former station, agreeing to restrict certain surface uses that would bring particularly vulnerable populations onto the property, such a hospital and daycare uses, and prohibit the extraction of groundwater from the area of concern. This action would prevent the disturbance of any potential harmful materials. Meanwhile, GRTA would be able to close out the long-open enforcement matter while still using the property for trail and related purposes, including allowing GRTA to pave over the area, if needed. The execution of the proposed LUC would protect users of GRTA property as well as surrounding areas, and bring GRTA into regulatory compliance with respect to the site.

RECOMMENDATION:

Adopt Resolution 2025-02 directing the Chair of the Board to execute a Land Use Covenant over a 0.392-acre area of Redwood Valley Station and directing the Executive Director to record the Land Use Covenant with the County of Mendocino in order to obtain a closure letter by the North Coast Regional Water Quality Control Board.

FISCAL IMPACT:

None.

CEQA ANALYSIS:

This action is not a project under CEQA pursuant to CEQA Guidelines Section 15378, as it does not result in a direct or reasonably foreseeable indirect physical change in the environment.

ATTACHMENTS:

- A. LAND USE COVENANT - REDWOOD VALLEY STATION
- B. RESOLUTION 2025-02 EXECUTION OF LUC

Recording Requested By:

Elaine Hogan, Executive Director
Great Redwood Trail Agency
Blue Lake City Hall
111 Greenwood Rd.
Blue Lake, CA 95525

When Recorded, Mail To:

Valerie Quinto, Executive Officer
California Regional Water Quality Control Board
North Coast Region
5550 Skylane Boulevard, Suite A
Santa Rosa, California 95403

COVENANT AND ENVIRONMENTAL RESTRICTION
ON PROPERTY

FORMER SOUTHERN PACIFIC RAILROAD
REDWOOD VALLEY STATION
APN 165070RW
NCRWQCB CASE 1NMC331

This Covenant and Environmental Restriction on Property ("Covenant") is made by the Great Redwood Trail Agency who is the Owner of record of that certain property situated west of the intersection of East School Road and East Road near the between Mileposts 121.8 and 122.2 along the Northwestern Pacific Railroad (NWP) corridor in the Town of Redwood Valley in Mendocino County, State of California, which is more particularly described in Exhibits A, B, and C attached hereto and incorporated herein by this reference (hereinafter referred to as the "Burdened Property"), for the benefit of the California Regional Water Quality Control Board, North Coast Region ("Board"), with reference to the following facts:

A. Nature of Covenant

This Covenant is an environmental covenant provided for by Civil Code section 1471 and required by the Board pursuant to Water Code section 13307.1 because the Burdened Property is contaminated by hazardous materials as defined in section 25260 of the Health and Safety Code.

B. Contamination of the Burdened Property

The soil at the Burdened Property was contaminated from the disassembly, recycling, and sandblasting of railroad flatcars, and from storage of tools, oils, and fuel for these operations. The known contamination consisted of arsenic, which constitutes a hazardous material. By means of several site assessment and repeated testing, the known contamination appears to be shallow, limited in areal extent, and of limited risk to human health or the environment if left in place. Minor petroleum contamination is

present only in the upper 2 feet of soil, while arsenic contamination (above natural background levels) extends to 5 feet below ground surface. Groundwater beneath the site does not appear to be significantly impacted by these chemicals.

C. Exposure Pathways

The contaminants addressed in this Covenant are present in the soil at the Burdened Property. Without the mitigation measures, described herein, exposure to these contaminants could take place via wind dispersal and surface water contact if disturbed, resulting in dermal contact, inhalation or ingestion that could happen without the LUC mitigation measures. The risk of public exposure to the contaminants are substantially lessened by the remediation and controls described herein.

D. Land Uses and Population Potentially Affected

The Burdened Property is an inactive/railbanked rail line that is to be developed as a recreational pathway ("The Great Redwood Trail") and is adjacent to light industrial and residential land uses. Rail uses may be reinitiated pursuant to the jurisdiction of the Surface Transportation Board or other successor entity.

E. Disclosure and Sampling

Disclosure of the presence of hazardous materials on the Burdened Property has been made to the Board and extensive sampling of the Burdened Property has been conducted.

F. Use of Burdened Property

Covenantor desires and intends that in order to benefit the Board, and to protect the present and future public health and safety, the Burdened Property shall be used in such a manner as to avoid potential harm to persons or property that might result from any hazardous materials that might remain deposited on portions of the Burdened Property.

ARTICLE I GENERAL PROVISIONS

1.1. Provisions to Run with the Land

This Covenant sets forth protective provisions, covenants, conditions and restrictions (collectively referred to as "Restrictions") upon and subject to which the Burdened Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. These Restrictions are reasonably necessary to protect present and future human health and safety or the environment as a result of the presence on the land of hazardous materials. Each and all of the Restrictions shall run with the land and pass with each and every portion of the Burdened Property, and shall apply to, inure to the benefit of, and bind the respective successors, assigns, and lessees thereof for the benefit of the Board and all Owners and Occupants. Each and all of the Restrictions: (a) are imposed upon the entire Burdened Property, unless expressly stated as applicable to a specific portion of the

Burdened Property; (b) run with the land pursuant to section 1471 of the Civil Code; and (c) are enforceable by the Board.

1.2. Concurrence of Owners and Lessees Presumed

All purchasers, lessees, and possessors of all or any portion of the Burdened Property shall become Owners or Occupants as defined herein and shall be deemed by their purchase, leasing, or possession of the Burdened Property to be bound by the Restrictions and to agree for and among themselves, their heirs, successors, and assignees, and the agents, employees, and lessees of such owners, heirs, successors, and assignees, that the Restrictions herein established must be adhered to for the benefit of the Board and all Owners and Occupants, and that the interest of all Owners and Occupants of the Burdened Property shall be subject to the Restrictions.

1.3. Incorporation into Deeds and Leases

Covenantor desires and covenants that the Restrictions shall be incorporated in and attached to each and all deeds and leases of all or any portion of the Burdened Property. Recordation of this Covenant shall be deemed binding on all successors, assigns, and lessees, regardless of whether a copy of this Covenant has been attached to or incorporated into any given deed or lease.

1.4. Purpose

It is the purpose of this instrument to convey to the Board real property rights, which will run with the land, to facilitate the remediation of past environmental contamination and to protect human health and the environment by reducing the risk of exposure to residual hazardous materials.

ARTICLE II DEFINITIONS

2.1. Board

"Board" shall mean the California Regional Water Quality Control Board for the North Coast Region and its staff, and shall include its successor agencies, if any.

2.2. Improvements

"Improvements" shall mean all buildings, structures, roads, driveways, gradings, re-gradings, and paved areas, constructed or placed upon any portion of the Burdened Property.

2.3. Occupant or Occupants

"Occupant" or "Occupants" shall mean Owners and those persons entitled by ownership, leasehold, or other legal relationship to the right to use and/or occupy all or any portion of the Burdened Property.

2.4. Owner or Owners

"Owner" or "Owners" shall mean the Covenantor and Covenantor's successors in interest who hold title to all or any portion of the Burdened Property.

ARTICLE III
DEVELOPMENT, USE AND CONVEYANCE OF THE BURDENED PROPERTY

3.1. Restrictions on Development and Use

Covenantor promises to restrict the use of the Burdened Property as follows:

- a. No residence for human habitation shall be permitted on the Burdened Property.
- b. No hospitals shall be permitted on the Burdened Property.
- c. No public or private schools for persons under 21 years of age shall be permitted on the Burdened Property.
- d. No care or community centers for children or senior citizens, or other uses that would involve the regular congregation of children or senior citizens, shall be authorized on the Burdened Property.
- e. No Owner or Occupant shall conduct or permit any excavation work on the Burdened Property, unless expressly permitted in written form by the Board. Any contaminated soils brought to the surface by grading, excavation, trenching, drilling or backfilling shall be managed by the Owner, Owner's agent, Occupant or Occupant's agent in accordance with all applicable provisions of local, state and federal law.
- f. Any excavation conducted on the Burdened Property shall be performed pursuant to an appropriate and fully implemented Health and Safety Plan and in accordance with a soil management plan submitted to, reviewed by, and concurred with by the Board and the October 23, 2023, "Soil and Groundwater Management Plan" prepared by Jacobs Engineering and available on the [Board's GeoTracker database](#), or any subsequent Board approved revisions thereof
(https://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T0604593587)
- g. No Owner or Occupant shall drill, bore, otherwise construct, or use a well for the purpose of extracting water for any use, including but not limited to, domestic, potable, or industrial uses, unless expressly permitted in writing by the Board; nor shall the Owner or Occupant permit or engage any third party to do such acts.
- h. The Owners and Occupants agree that the Board, and any persons acting pursuant to Board orders, shall have reasonable access to the Burdened Property for the purposes of inspection, surveillance, maintenance, or monitoring as provided in Division 7 of the Water Code.
- i. No Owner or Occupant shall act in any manner that threatens or is likely to aggravate or contribute to the existing contaminated conditions of the Burdened

Property. All use and development of the Burdened Property shall preserve the integrity of any capped areas, if present.

3.2. Enforcement

Failure of an Owner or Occupant to comply with any of the Restrictions set forth in Paragraph 3.1 shall be grounds for the Board, by the authority of this Covenant, to require that the Owner or Occupant modify or remove, or cause to be modified or removed, any Improvements constructed in violation of that Paragraph. Violation of this Covenant shall also be grounds for the Board to file civil actions against the Owner or Occupant as provided by law. Nothing in this Covenant shall limit the Water Board's authority under Division 7 (commencing with section 13000) of the Water Code or other applicable laws.

3.3. Notice in Agreements

After the date of recordation hereof, all Owners and Occupants shall execute a written instrument which shall accompany all purchase agreements or leases relating to all or any portion of the Burdened Property. Any such instrument shall contain the following statement:

The land described herein contains hazardous materials beneath the property, and is subject to a Covenant and Environmental Restriction which imposes certain covenants, conditions, and restrictions on usage of the property described herein. This deed restriction can be found at the County assessor's office or at <https://geotracker.waterboards.ca.gov/>. This statement is not a declaration that a hazard exists.

ARTICLE IV VARIANCE AND TERMINATION

4.1. Variance

Any Owner or, with the Owner's written consent, any Occupant may apply to the Board for a written variance from the provisions of this Covenant.

4.2. Termination

Any Owner or, with the Owner's written consent, any Occupant may apply to the Board for a termination of the Restrictions as they apply to all or any portion of the Burdened Property.

4.3. Term

Unless terminated in accordance with Paragraph 4.2 above, by law or otherwise, this Covenant shall continue in effect in perpetuity.

ARTICLE V MISCELLANEOUS

5.1. No Dedication Intended

Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Burdened Property or any portion thereof to the general public.

5.2. Notices

Whenever any person gives or serves any notice, demand, or other communication with respect to this Covenant, each such notice, demand, or other communication shall be in writing and shall be deemed effective (a) when delivered, if personally delivered to the person being served or an official of a government agency being served, or (b) three (3) business days after deposit in the mail if mailed by United States mail, postage paid certified, return receipt requested, addressed:

If To: "Covenantor"

Great Redwood Trail Agency
Blue Lake City Hall
111 Greenwood Rd.
Blue Lake, CA 95525

If To: "Board"

Regional Water Quality Control Board
North Coast Region
Attention: Executive Officer
5550 Skylane Boulevard, Suite A
Santa Rosa, California 95403

5.3. Partial Invalidity

If any portion of the Restrictions or terms set forth herein is determined by a court having jurisdiction to be invalid for any reason, the remaining portion shall remain in full force and effect as if such portion had not been included herein.

5.4. Recordation

This instrument shall be executed by the Covenantor and by the Executive Officer of the Board. This instrument shall be recorded by the Covenantor in the County of Mendocino within twenty (20) days of the date of execution.

5.5. References

All references to Code sections include successor provisions.

5.6. Construction

Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the Covenant to preserve and implement the purpose of this instrument and the policies and purposes of the Water Code. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

IN WITNESS WHEREOF, the parties execute this Covenant as of the date set forth above.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES ON FOLLOWING PAGES]**

Covenantor: _____

Print Name: _____

Signature: _____

Title: _____

Date: _____

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 _____ }
County of _____ }

On _____ before me, _____, Notary
Public,

personally appeared _____

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

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

WITNESS my hand and official seal.

Notary Public Signature

Notary Public Seal

California Regional Water Quality Control Board, North Coast Region

Print Name: _____

Signature: _____

Title: Executive Officer

Date: _____

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 _____ }

On _____ before me, _____, Notary
Public,

personally appeared _____

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

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

WITNESS my hand and official seal.

Notary Public Signature

Notary Public Seal

EXHIBIT "A"

**LEGAL DESCRIPTION
LAND USE COVENANT PARCEL**

BEING A PORTION OF LOT 110 OF THE YOKAYO RANCHO ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF MENDOCINO COUNTY, AND LOCATED WITHIN A PORTION OF THE RAIL ROAD RIGHT OF WAY AS SHOWN ON ASSESSOR'S MAP BOOK 163 PAGE 21 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

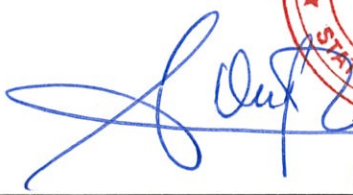
COMMENCING AT A FOUND 1/2" IRON PIPE WITH PLUG STAMPED "LS 4873" AT THE NORTHEAST CORNER OF PARCEL 3 PER PARCEL MAP FILED IN BOOK 58 PAGES 59 THROUGH 61, THENCE SOUTH 27°30'59" EAST, 1031.03 FEET TO THE **TRUE POINT OF BEGINNING**, SAID POINT LOCATED SOUTH 77°10'34" WEST, 326.59 FEET FROM A 1/2" IRON PIPE WITH PLUG STAMPED "RCE 15311" AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY FOR EASTSIDE REDWOOD VALLEY ROAD AND THE NORTH LINE OF THE PARCEL DEPICTED IN RECORD OF SURVEY MAP BOOK 42 PAGE 43; THENCE SOUTH 70°50'57" WEST, 45.00 FEET; THENCE NORTH 19°09'03" WEST, 379.59 FEET; THENCE NORTH 70°50'57" EAST, 45.00 FEET TO THE EASTERLY LINE OF SAID RAILROAD RIGHT OF WAY; THENCE SOUTH 19°09'03" EAST, 379.59 TO THE **TRUE POINT OF BEGINNING**.

THE BASIS OF BEARINGS SHOWN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM (CCS 83), ZONE 2, 1983 DATUM, DEFINED BY SECTIONS 8801 TO 8819 OF THE CALIFORNIA PUBLIC RESOURCES CODE.

CONTAINING 17082 SQUARE FEET OR 0.392 ACRES, MORE OR LESS.

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

Prepared under my supervision:



8/28/24

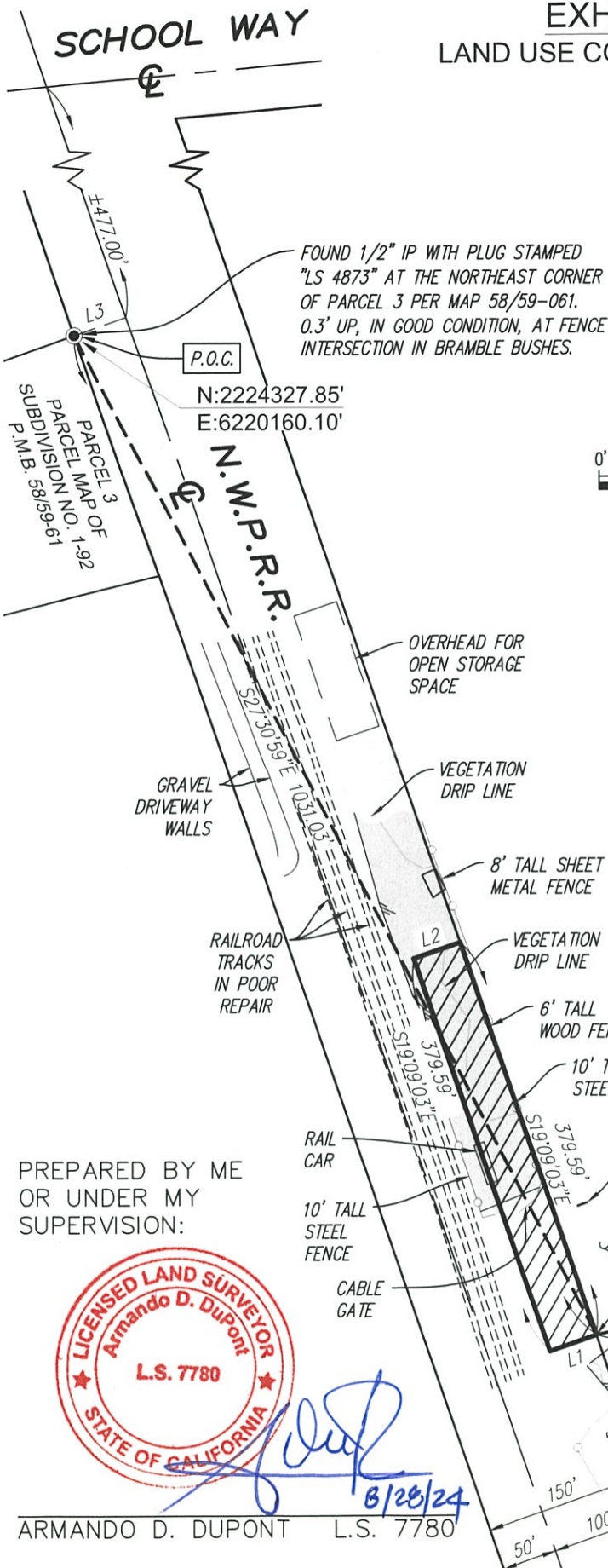
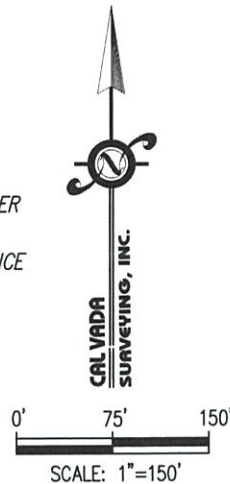
Armando D. DuPont, L.S. 7780

EXHIBIT "B"

LAND USE COVENANT PARCEL

LEGEND

P.O.C.	POINT OF COMMENCEMENT
T.P.O.B.	TRUE POINT OF BEGINNING
N.W.P.R.R.	NORTHWESTERN PACIFIC RAILROAD RIGHT OF WAY
	CENTERLINE
	ASPHALT PAVEMENT
	FOUND MONUMENT AS NOTED
	LAND USE COVENANT PARCEL
	POWER POLE
	TREE (TYPICAL)
	CENTERLINE
	EDGE OF PAVEMENT
	INTERIOR LOT LINE
	OVERHANG
	RIGHT-OF-WAY
	WOOD FENCE
	WROUGHT IRON FENCE



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S70°50'57"W	45.00'
L2	N70°50'57"E	45.00'
L3	N70°50'57"E	50.00'

BASIS OF BEARINGS

THE COORDINATES SHOWN HEREON ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM (CCS 83), ZONE 2, 1983 DATUM, DEFINED BY SECTIONS 8801 TO 8819 OF THE CALIFORNIA PUBLIC RESOURCES CODE.

FOUND 1/2" IP WITH PLUG STAMPED "RCE 15311" AT THE INTERSECTION OF THE RIGHT OF WAY FOR EASTSIDE REDWOOD VALLEY RD. AND THE NORTH LINE OF THE PARCELS DEPICTED IN MAP 42/13, 0.2' UP, IN GOOD CONDITION UNDER A WOOD AND FIRE FENCE CORNER.

CAL VADA

SURVEYING, INC.

411 JENKS CIRCLE, SUITE 205, CORONA, CA. 92878

PHONE: 951-280-9960

FAX: 951-280-9746

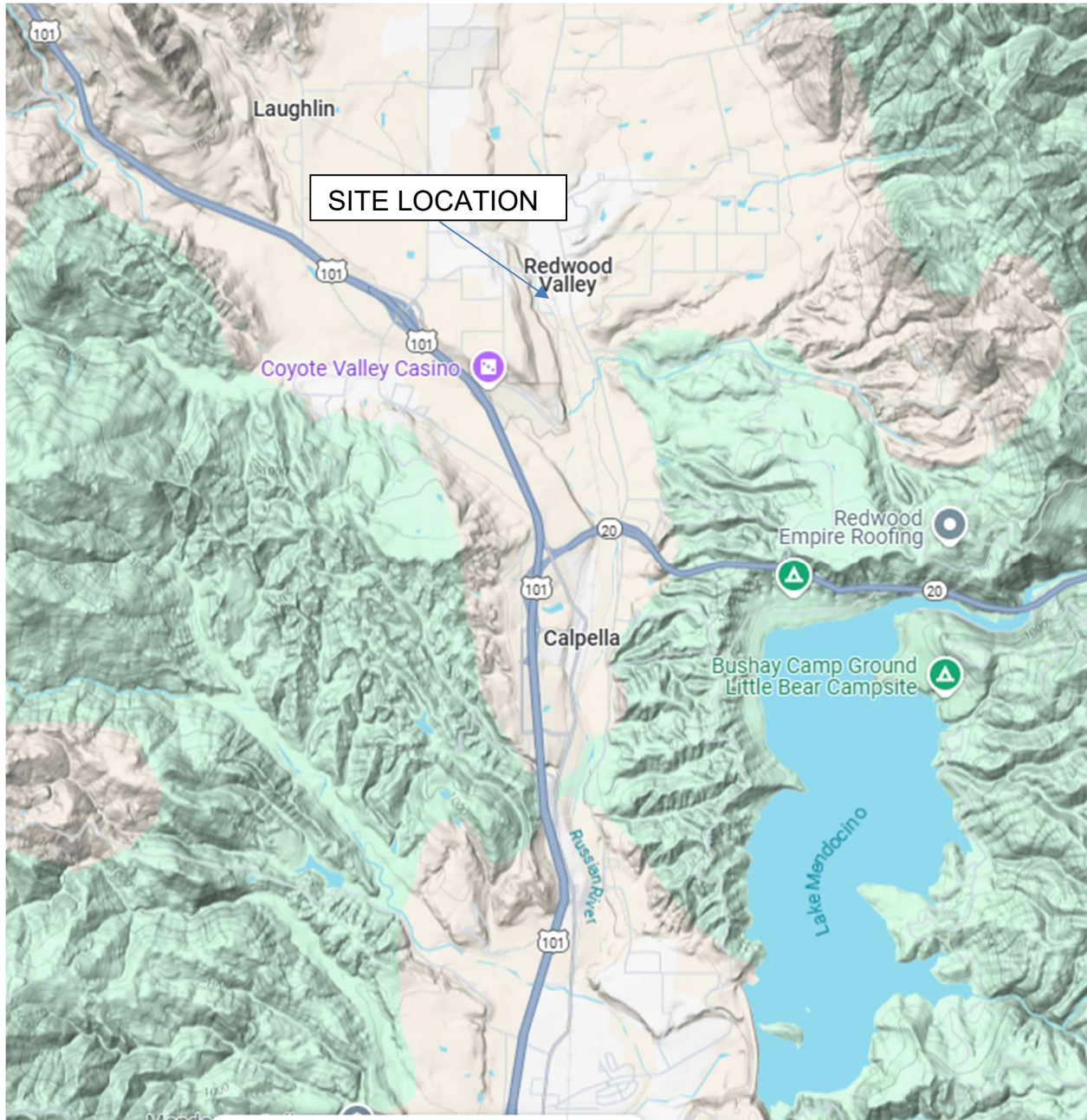
Job No. 24452

Drawn By: CE

Date: 08/28/24

www.calvada.com

EXHIBIT C
SITE LOCATION MAP



Resolution No. 2025-02

Resolution No. 2025-02
Execution of Land Use
Covenant, NCRWQCB Case
1NMC331

WHEREAS, the NCRWQCB recommends closing this matter by executing a Land Use Covenant (LUC) for the 0.392-acre area of the former Redwood Valley Station subject to the enforcement action; and

1 **WHEREAS**, the GRTA Board of Directors wishes to resolve this long-open enforcement matter
2 inherited from former railroad uses of property GRTA currently owns, while still reserving the
3 right to utilize the property for trail related purposes while protecting the public;
4

5 **NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE**
6 **GREAT REDWOOD TRAIL AGENCY** as follows:
7

8 1. The Chair of the Board of Directors is hereby authorized and directed to execute the
9 document entitled “COVENANT AND ENVIRONMENTAL RESTRICTION ON PROPERTY
10 FORMER SOUTHERN PACIFIC RAILROAD REDWOOD VALLEY STATION, APN
11 165070RW, NCRWQCB CASE 1NMC331” attached herein and,
12

13 2. The Executive Director is authorized and directed to record said document with the
14 County of Mendocino.
15

16
17 Introduced and adopted this ____ day of _____, at a meeting of the Board of Directors of
18 Great Redwood Trail Agency by the following vote:
19

20 AYES:

21 NOES:

22 ABSENT:

23 _____
GRTA Chair

24 ATTEST:

25 _____
GRTA Executive Director
26 Elaine Hogan
27