

Georgia-Pacific LLC,  
a Delaware Limited Liability Company  
133 Peachtree Street, NE  
Atlanta, GA 30303

WHEN RECORDED, MAIL TO:  
Georgia-Pacific LLC  
133 Peachtree Street, NE  
Atlanta, GA 30303

and

Dept. of Toxic Substances Control  
700 Heinz Avenue, Suite 200  
Berkeley, California 94710  
Attention: Julie Pettijohn, Branch Chief  
Site Mitigation and Restoration Program –  
Berkeley Office

2019-06685

Recorded at the request of:  
DEPT OF TOXIC SUBSTANCES CONTROL  
06/11/2019 12:55 PM  
Fee: \$0 Pgs: 1 of 24

OFFICIAL RECORDS  
Katrina Bartolomie - Clerk-Recorder  
Mendocino County, CA



SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

*No fee per  
government  
code 27388*

LAND USE COVENANT AND AGREEMENT  
ENVIRONMENTAL RESTRICTIONS

County of Mendocino, Assessor Parcel Number(s): 008-020-15-00 and 008-053-34-00  
Former Georgia-Pacific Fort Bragg Mill Site  
(DTSC Site Code 200402)

This Land Use Covenant and Agreement ("Covenant") is made by and between Georgia-Pacific LLC, a Delaware limited liability company (the "Covenantor"), and the current owner of property commonly known as the Georgia-Pacific Fort Bragg Mill Site ("Mill Site"), located at Fort Bragg, County of Mendocino, State of California, which includes Mendocino County Assessor's Parcel Numbers 008-020-15-00 and 008-053-34-00 (the "Property"), and the Department of Toxic Substances Control (the "Department"). Pursuant to Civil Code section 1471, the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land and groundwater of hazardous materials as defined in Health and Safety Code section 25260. The Covenantor and the Department hereby agree that, pursuant to Civil Code section 1471, and Health and Safety Code section 25355.5, the use of the Property be restricted as set forth in this Covenant and that the Covenant shall conform with the requirements of California Code of Regulations, title 22, section 67391.1.

ARTICLE I.  
STATEMENT OF FACTS

1.1. Property Location. The Property that is subject to this Covenant is identified as County of Mendocino, Assessor Parcel Numbers (APNs) 008-020-15-00 and 008-053-34-00, which total approximately 146 acres, and are more particularly described in the attached Exhibit A, "Legal Description of Property" and depicted in Exhibit "B," "Property." Exhibit A also contains the "Legal Description of Groundwater Restricted Area" and "Legal Description of Soil and Soil Vapor Restricted Area." Both restricted areas and the Property are depicted in Exhibit B.

The 16.7 acre Groundwater Restricted Area and 3.4 acre Soil and Soil Vapor Restricted Area (together the "Restricted Areas") contain contaminants above levels that are acceptable for unrestricted use. The Groundwater Restricted Area covers a large portion of APN 008-020-15-00 and almost all of APN 008-053-34-00. This Groundwater Restricted Area is bounded generally on the east by residences on West Street and West Pine Street and the California Western Railroad property. West, north and south of the Property is the former Georgia-Pacific mill site. Noyo Headlands Park lies approximately 500 feet to the west. The Soil and Soil Vapor Restricted Area includes a limited portion of APN 008-020-15-00 and almost all of 008-053-34-00. The Soil and Soil Vapor Restricted Area lies completely within the Groundwater Restricted Area

1.2. Remediation of Property. This Property has been investigated and remediated as part of Operable Unit C of the Georgia-Pacific Fort Bragg Mill Site under the Department's oversight. The Department approved the Remedial Action Plan for Operable Units C and D ("OU-C/D RAP") on December 17, 2015, in accordance with the Health and Safety Code, division 20, chapter 6.8. The OU-C/D RAP remedial actions included soil excavation and off-site disposal, mitigation of soil vapor, natural attenuation of groundwater with long-term monitoring, and restrictions on the use of land, soil, and groundwater in areas where contaminants were above levels acceptable for unrestricted use.

Hazardous substances remain in soil within the Soil and Soil Vapor Restricted Area above levels acceptable for unrestricted land use. These hazardous substances include: lead in soil at levels up to 260 micrograms per kilogram (mg/kg), above the unrestricted remedial goal of 102 mg/kg; and total petroleum hydrocarbons as diesel (TPHd) in soil at levels up to 9,900 mg/kg, above the leaching to groundwater criteria remedial goal of 2,750 mg/kg. The OU-C/D RAP also requires removal of approximately 1,500 cubic yards of TPHd contaminated soil located near the eastern property boundary that has not occurred as of April 30, 2019. Remedial actions addressing soil and soil vapor, as specified in the OU-C/D RAP, must also be implemented and certified complete by DTSC prior to, or during the development of the Soil and Soil Vapor Restricted Area.

Hazardous substances also remain in soil vapor within the Soil and Soil Vapor Restricted Area above levels acceptable for unrestricted land use. The maximum concentrations of hazardous substances detected in soil vapor include: benzene at 7,700 micrograms per meter cubed ( $\mu\text{g}/\text{m}^3$ ), above the unrestricted remedial goal of 56  $\mu\text{g}/\text{m}^3$ ; naphthalene at 1,700  $\mu\text{g}/\text{m}^3$ , above the unrestricted remedial goal of 55  $\mu\text{g}/\text{m}^3$ ; ethylbenzene at 37,000  $\mu\text{g}/\text{m}^3$ , above the unrestricted remedial goal of 733  $\mu\text{g}/\text{m}^3$ ; and 1,2,4-trimethylbenzene at 56,000  $\mu\text{g}/\text{m}^3$ , above the unrestricted remedial goal of 4,866  $\mu\text{g}/\text{m}^3$ .

Hazardous substances were detected in groundwater within the Groundwater Restricted Area during the August 2017 and March 2018 monitoring events above levels acceptable for unrestricted use. The maximum concentrations of hazardous substances detected during those groundwater monitoring events that were above levels acceptable for unrestricted use as specified the OU-C/D RAP, include pentachlorophenol at 0.45 micrograms per liter ( $\mu\text{g}/\text{L}$ ), above the unrestricted remedial goal of 0.3  $\mu\text{g}/\text{L}$ ; 2,3,7,8- tetrachlorodibenzo-p -dioxin Toxicity Equivalent (TCDD TEQ) at 0.58 picograms per liter (pg/L), above the unrestricted remedial goal of 0.05 pg/L; tetrachloroethene at 10  $\mu\text{g}/\text{L}$ , above the unrestricted remedial goal of 0.06  $\mu\text{g}/\text{L}$ ; trichloroethene at 2.0  $\mu\text{g}/\text{L}$ , above 1.7  $\mu\text{g}/\text{L}$ ; and TPHd at 0.43  $\mu\text{g}/\text{L}$ , above the unrestricted remedial goal of 0.1 milligrams per liter (mg/L).

The groundwater remedy requires groundwater monitoring using the remedial system of monitoring wells installed within the Groundwater Restricted Area as depicted in Exhibit C. This groundwater remedial system consists of the following wells: MW-2.2, MW-2.3, MW-2.6, MW-2.7, MW-3.2, MW-3.3, MW-3.9, MW-3.12R, MW-3.13, MW-3.16R, and MW-3.17. The OU-C/D RAP requires a Covenant as part of the remediation because the two Restricted Areas for soil and soil vapor, and for groundwater, contain hazardous substances above levels above that are acceptable for unrestricted use, and access to those Restricted Areas will be necessary to monitor, inspect, operate and maintain the remedial systems.

1.3. Basis for Environmental Restrictions. As a result of the presence of hazardous substances, which are also hazardous materials as defined in Health and Safety Code section 25260, at the Property, the Department has concluded that it is reasonably necessary to restrict the use of the Property in order to protect present or future human health or safety or the environment, and that this Covenant is required as part of the Department-approved remedy for the Property. The Department has also concluded that the Property, as remediated and when used in compliance with the Environmental Restrictions of this Covenant, does not present an unacceptable risk to present and future human health or safety or the environment.

## ARTICLE II DEFINITIONS

2.1. Department. "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.2. Environmental Restrictions. "Environmental Restrictions" means all protective provisions, covenants, restrictions, requirements, prohibitions, and terms and conditions as set forth in this Covenant.

2.3. Improvements. "Improvements" includes, but is not limited to buildings, structures, roads, driveways, improved parking areas, wells, pipelines, or other utilities.

2.4. Lease. "Lease" means lease, rental agreement, or any other document that creates a right to use or occupy any portion of the Property.

2.5. Occupant. "Occupant" or "Occupants" means Owner and any person or entity entitled by ownership, leasehold, easement, or other legal relationship to the right to occupy any portion of the Property.

2.6. Owner. "Owner" or "Owners" means the Covenantor, and any successor in interest including any heir and assignee, who at any time holds title to all or any portion of the Property.

### ARTICLE III

#### GENERAL PROVISIONS

3.1. Runs with the Land. This Covenant sets forth Environmental Restrictions that apply to and encumber the Property and every portion thereof no matter how it is improved, held, used, occupied, leased, sold, hypothecated, encumbered, or conveyed. This Covenant: (a) runs with the land pursuant to Civil Code section 1471 and Health and Safety Code section 25355.5; (b) inures to the benefit of and passes with each and every portion of the Property; (c) is for the benefit of, and is enforceable by the Department, and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.2. Binding upon Owners/Occupants. This Covenant: (a) binds all Owners of the Property, their heirs, successors, and assignees; and (b) the agents, employees, and lessees of the Owners and the Owners' heirs, successors, and assignees. Pursuant to Civil Code section 1471, all successive Owners of the Property are expressly bound hereby for the benefit of the Department; this Covenant, however, is binding on all Owners and Occupants, and their respective successors and assignees, only during their respective periods of ownership or occupancy except that such Owners or Occupants shall continue to be liable for any violations of, or non-compliance with, the Environmental Restrictions of this Covenant or any acts or omissions during their ownership or occupancy.

3.3. Department's Specific Written Approval. This Covenant satisfies the requirements for specific written approval under Health and Safety Code section 25227, so long as unless the land use of the Property is consistent with: a) the restrictions in

this Covenant; and b) the decision document referenced in Paragraph 1.2 of this Covenant.

3.4. Written Notice of the Presence of Hazardous Substances. Prior to the sale, lease, assignment, or other grant or transfer of any interest, including an easement, in the Property, or any portion thereof, the Owner, lessor, or sublessor shall give the buyer, lessee, sublessee, or easement holder, written notice of the existence of this Covenant and its Environmental Restrictions. Covenantor shall also provide a copy of this Covenant to all existing Occupants of record within 30 days of recording this Covenant.

3.5. Incorporation into Deeds and Leases. This Covenant shall be incorporated by reference in each and every deed and Lease for any portion of the Property.

3.6. Conveyance of Property. The Owner and new Owner shall provide Notice to the Department not later than 30 calendar days after any conveyance or receipt of any ownership interest in the Property (excluding Leases, and mortgages, liens, and other non-possessory encumbrances). The Notice shall include the name and mailing address of the new Owner of the Property and shall reference the site name and site code as listed on page one of this Covenant. The notice shall also include the Assessor's Parcel Number(s) noted on page one. If the new Owner's property has been assigned a different Assessor Parcel Number, each such Assessor Parcel Number that covers the Property must be provided. The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect proposed conveyance, except as otherwise provided by law or by administrative order.

3.5. Costs of Administering the Covenant to Be Paid by Owner. The Department has already incurred and will in the future incur costs associated with this Covenant. Therefore, the Covenantor hereby covenants for the Covenantor and for all subsequent Owners that, pursuant to California Code of Regulations, title 22, section 67391.1(h), the Owner agrees to pay the Department's costs of administering this Covenant, including but not limited to costs of implementation and enforcement.

#### ARTICLE IV

## RESTRICTIONS AND REQUIREMENTS

4.1. Prohibited Uses. The Soil and Soil Vapor Restricted Area shall not be used for any of the following purposes without prior written approval by the Department:

- (a) A residence, including any mobile home or factory built housing, constructed or installed for use as permanently occupied human habitation, other than those used for industrial purposes.
- (b) A hospital for humans.
- (c) A public or private school for persons under 21 years of age.
- (d) A day care center for children.

4.2. Soil Management. Soil management activities within the Property are subject to the following requirements in addition to any other applicable Environmental Restrictions:

(a) No activity at the Soil and Soil Vapor Restricted Area that will disturb the soil at or below grade (e.g., excavation, grading, removal, trenching, filling, earth movement, mining, or drilling) shall be allowed without a Soil Management Plan pre-approved by the Department in writing.

(b) Any soil from the Soil and Soil Vapor Restricted Area brought to the surface by grading, excavation, trenching or backfilling shall be managed in accordance with all applicable provisions of state and federal law.

(c) Soil from the Soil and Soil Vapor Restricted Area containing hazardous substances above levels acceptable for unrestricted use must remain within the Soil and Soil Vapor Restricted Area boundaries, unless removed after receiving the prior written approval of the Department to a location authorized to accept the hazardous substance(s), hazardous material(s), or hazardous waste(s).

(d) No activity shall be allowed that may alter, interfere with, or otherwise affect the integrity or effectiveness of, or the access to, any investigative, remedial, monitoring, operation or maintenance system or activity (including all groundwater monitoring wells depicted in Exhibit C, and any Vapor Intrusion Mitigation System required by the Department, unless approved in advance by the Department), required for either of the Restricted Areas without prior written approval of the Department.

4.3. Soil Gas Management. Development of the Soil and Soil Vapor Restricted Area is prohibited until the Soil and Soil Vapor Restricted Area has been further investigated under the Department's oversight and, if necessary to protect public health, the Department has approved the Vapor Intrusion Mitigation System or other remedial measures design document. If a Vapor Intrusion Mitigation System is necessary to protect public health, occupancy of buildings shall not occur until Department determines that the Vapor Intrusion Mitigation System is installed and operating correctly and the Department approves the Operation and Maintenance Plan and Operation and Maintenance Agreement.

4.4. Groundwater Prohibited Activities. The following activities are prohibited at or on the Groundwater Restricted Area:

- (a) Drilling for any water, oil, or gas without prior written approval by the Department.
- (b) Extraction or removal of groundwater without a Groundwater Management Plan pre-approved by the Department in writing.
- (c) Activity that may alter, interfere with, or otherwise affect the integrity or effectiveness of, or the access to, any investigative, remedial, monitoring, operation or maintenance system (including all groundwater monitoring wells depicted in Exhibit C, and any Vapor Intrusion Mitigation System required by the Department) or activity, required for either of the Restricted Areas without the prior written approval of the Department.

4.4. Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, investigation, remediation, monitoring, and other activities as deemed necessary by the Department in order to protect human health or safety, or the environment.

4.5. Access for Implementing Operation and Maintenance. The entity or person responsible for implementing the operation and maintenance activities, if any, shall have reasonable right of entry and access to the Property for the purpose of implementing such operation and maintenance activities until the Department determines that no further operation and maintenance activity is required.



4.6. Inspection and Reporting Requirements. The Owner shall conduct an annual inspection of the Soil and Soil Vapor Restricted Area and the Groundwater Restricted Area, confirming adequate access to both Restricted Areas from or through the Property, verifying compliance with this Covenant, and shall submit an annual inspection report to the Department for its approval by January 15th of each year. The annual inspection report must include the dates, times, and names of those who conducted the inspection and reviewed the annual inspection report. It also shall describe how the observations that were the basis for the statements and conclusions in the annual inspection report were performed (e.g., drive by, fly over, walk in, etc.). If any violation is noted, the annual inspection report must detail the steps taken to correct the violation and return to compliance. If the Owner identifies any violations of this Covenant during the annual inspection or at any other time, the Owner must within 10 calendar days of identifying the violation: (a) determine the identity of the party in violation; (b) send a letter advising the party of the violation of the Covenant; and (c) demand that the violation cease immediately. Additionally, a copy of any correspondence related to the violation of this Covenant shall be sent to the Department within 10 calendar days of its original transmission.

#### ARTICLE V ENFORCEMENT

5.1. Enforcement. Failure of the Owner or Occupant to comply with this Covenant shall be grounds for the Department to require modification or removal of any Improvements constructed or placed upon any portion of the Property in violation of this Covenant. Violation of this Covenant, such as failure to submit (including submission of any false statement), record or report to the Department, shall be grounds for the Department to pursue administrative, civil, or criminal actions, as provided by law.

#### ARTICLE VI VARIANCE, REMOVAL, AND TERM

6.1. Variance from Environmental Restrictions. Any person may apply to the Department for a written variance from any of the Environmental Restrictions imposed

by this Covenant. Such application shall be made in accordance with Health and Safety Code section 25223.

6.2. Removal of Environmental Restrictions. Any person may apply to the Department to remove any of the Environmental Restrictions imposed by this Covenant or terminate the Covenant in its entirety. Such application shall be made in accordance with Health and Safety Code section 25224.

6.3. Term. Unless ended in accordance with paragraph 6.2, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

## ARTICLE VII MISCELLANEOUS

7.1. No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof, to the general public or anyone else for any purpose whatsoever.

7.2. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Mendocino within 10 calendar days of the Covenantor's receipt of a fully executed original.

7.3. Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (a) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (b) five calendar days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner:

Attn: David G. Massengill  
Georgia-Pacific LLC  
133 Peachtree Street NE (30303-1847)  
P.O. Box 105605  
Atlanta, Georgia 30348-5605  
(404) 654-4701 fax  
E-mail: dgmassen@gapac.com

With Copy to:

J. Michael Davis, Esq.  
Georgia-Pacific LLC  
133 Peachtree St. NE Atlanta, GA 30303  
Fax: (408) 584-1461  
E-mail: jmdavis@gapac.com

And to the Department:

Julie Pettijohn, Branch Chief, Berkeley Office  
Site Mitigation and Restoration Program  
Department of Toxic Substances Control  
700 Heinz Avenue  
Berkeley, CA 94710

7.4. Any party may change its address or the individual to whose attention a Notice is to be sent by giving advance written Notice in compliance with this paragraph.

7.5. Partial Invalidity. If this Covenant or any of its terms are determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

7.6. Statutory References. All statutory or regulatory references include successor provisions.

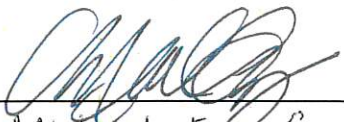
7.7. Incorporation of Exhibits. All exhibits and attachments to this Covenant are incorporated herein by reference.

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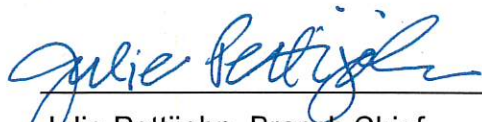
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IN WITNESS WHEREOF, the Covenantor and the Department hereby execute this Covenant.

COVENANTOR: Georgia-Pacific, LLC

By:  <sup>aw</sup> Date: June 5, 2019  
Name: Michael E. Cruz  
Title: Vice President - Real Estate

DEPARTMENT OF TOXIC SUBSTANCES CONTROL:

By:  Date: June 6, 2019  
Julie Pettijohn, Branch Chief  
Site Mitigation and Restoration Program --  
Berkeley Office

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.

Georgia  
State of ~~California~~  
County of Fulton

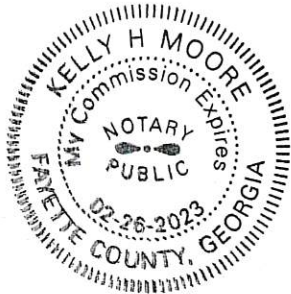
On June 9 2019 before me,

(space above this line is for name and title of the officer/notary),  
personally appeared Michael E. Cruz, 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,

Kelly H. Moore (seal)  
Signature of Notary Public



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 Alameda

On 6/6/2019 before me, Leslie M. Johnson

(space above this line is for name and title of the officer/notary),  
personally appeared Lucretia Peterson, 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,

Leslie M. Johnson (seal)  
Signature of Notary Public



List of Exhibits

- Exhibit A – Legal Description of Property, Legal Description of Groundwater Restricted Area, and Legal Description of Soil and Soil Vapor Restricted Area
- Exhibit B – Location of Property
- Exhibit C – Location of Groundwater Restricted Area
- Exhibit D – Location of Soil and Soil Vapor Restricted Area

**Exhibit A**

**Legal Description of Property**

**Legal Description of Groundwater Restricted Area**

**Legal Description of Soil and Soil Vapor Restricted Area**

**EXHIBIT "A"**  
**Legal Description**  
Page 1 of 2

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FORT BRAGG, COUNTY OF MENDOCINO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Any and all lands and any and all interest thereto lying within the following described real property.

**TRACT ONE, PARCEL ONE**

ALL THAT PORTION OF SECTION 1, TOWNSHIP 18 NORTH, RANGE 18 WEST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

LOT 3 AND THE SOUTH HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER LYING SOUTHERLY OF THE SOUTH LINE OF BLOCKS A AND B OF WELLER ADDITION TO THE CITY OF FORT BRAGG AND ALL THAT PORTION LYING WESTERLY OF THE WEST LINE OF BLOCKS B, C, D AND G OF WELLER ADDITION TO THE CITY OF FORT BRAGG AND ALSO LYING WESTERLY OF THE WEST BOUNDARY LINES OF THOSE CERTAIN PARCELS CONVEYED TO FRED C. HOLMES BY DEED RECORDED APRIL 15, 1964 IN BOOK 656 OFFICIAL RECORDS, PAGE 355, AND SOUTHERLY AND WESTERLY OF THE LANDS DESCRIBED IN THE DEED TO FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT NUMBER ONE BY PARCEL TWO OF DEED RECORDED DECEMBER 28, 1970 IN BOOK 834 OFFICIAL RECORDS, PAGE 517, MENDOCINO COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION DESCRIBED IN THE DEED TO CALIFORNIA WESTERN RAILROAD, A CALIFORNIA CORPORATION RECORDED NOVEMBER 19, 1987 IN BOOK 1656 OFFICIAL RECORDS, PAGE 378, MENDOCINO COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED IN THE DEED TO WILLIAM J. BLINN RECORDED APRIL 4, 1990 IN BOOK 1820 OFFICIAL RECORDS, PAGE I, MENDOCINO COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED IN THE DEED TO THE CITY OF FORT BRAGG RECORDED SEPTEMBER 6, 1990 IN BOOK 1856 OFFICIAL RECORDS, PAGE 516, MENDOCINO COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THOSE PORTIONS DESCRIBED IN THE IRREVOCABLE OFFER TO DEDICATE TITLE IN FEE AND DECLARATION OF RESTRICTIVE COVENANTS TO THE CITY OF FORT BRAGG, RECORDED JANUARY 5, 2010, INSTRUMENT NO. 2010-00117, OFFICIAL RECORDS.

**TRACT ONE, PARCEL TWO**

LOT 14, BLOCK B OF THE WELLER ADDITION TO FORT BRAGG.  
EXCEPTING THEREFROM THAT PORTION DESCRIBED IN THE DEED TO GARY E. RICHARDS, ET UX RECORDED NOVEMBER 14, 1978 IN BOOK 1180 OFFICIAL RECORDS, PAGE 101, MENDOCINO COUNTY RECORDS.

Assessor Parcel Numbers being a portion of 008-020-15 and all of 008-053-34

**TRACT TWO**

All that real property situate in Section 12, Township 18 North, Range 18 West, Mount Diablo Base and Meridian, County of Mendocino, California, more particularly described as follows:



All of Lots 1 and 2 and the East half of the Northeast quarter of said Section 12,

EXCEPTING from Lot 2 that part thereof conveyed to Charles Russell Johnson and Peter Lowe by Joint Tenancy Deed dated December 27, 1945, recorded November 15, 1946 in Volume 206 of Official Records, Page 51 et seq., Mendocino County Records.

ALSO EXCEPTING from Lot 2 that part thereof as described in the Deed executed by Boise Cascade Corporation to Fort Bragg Municipal Improvement District Number One, dated November 3, 1970, recorded December 18, 1970 in Book 834 Official Records, Page 517, Mendocino County Records.

ALSO EXCEPTING from the Northeast quarter of Section 12 that portion thereof deeded to Mendocino Coast Railways, Inc. recorded in Book 1656 Official Records, Page 378, Mendocino County Records.

ALSO EXCEPTING THEREFROM that portion described in the Deed to the City of Fort Bragg, recorded January 5, 2010 as Instrument No. 2010-00114, Mendocino County Records.

ALSO EXCEPTING those portions described in the Deeds to the City of Fort Bragg, recorded November 21, 2011 as Instrument No. 2011-16313 and recorded November 24, 2015 as Instrument No. 2015-15977, Official Records of Mendocino County.

Assessor Parcel Number being a portion of 008-020-15

Prepared by,



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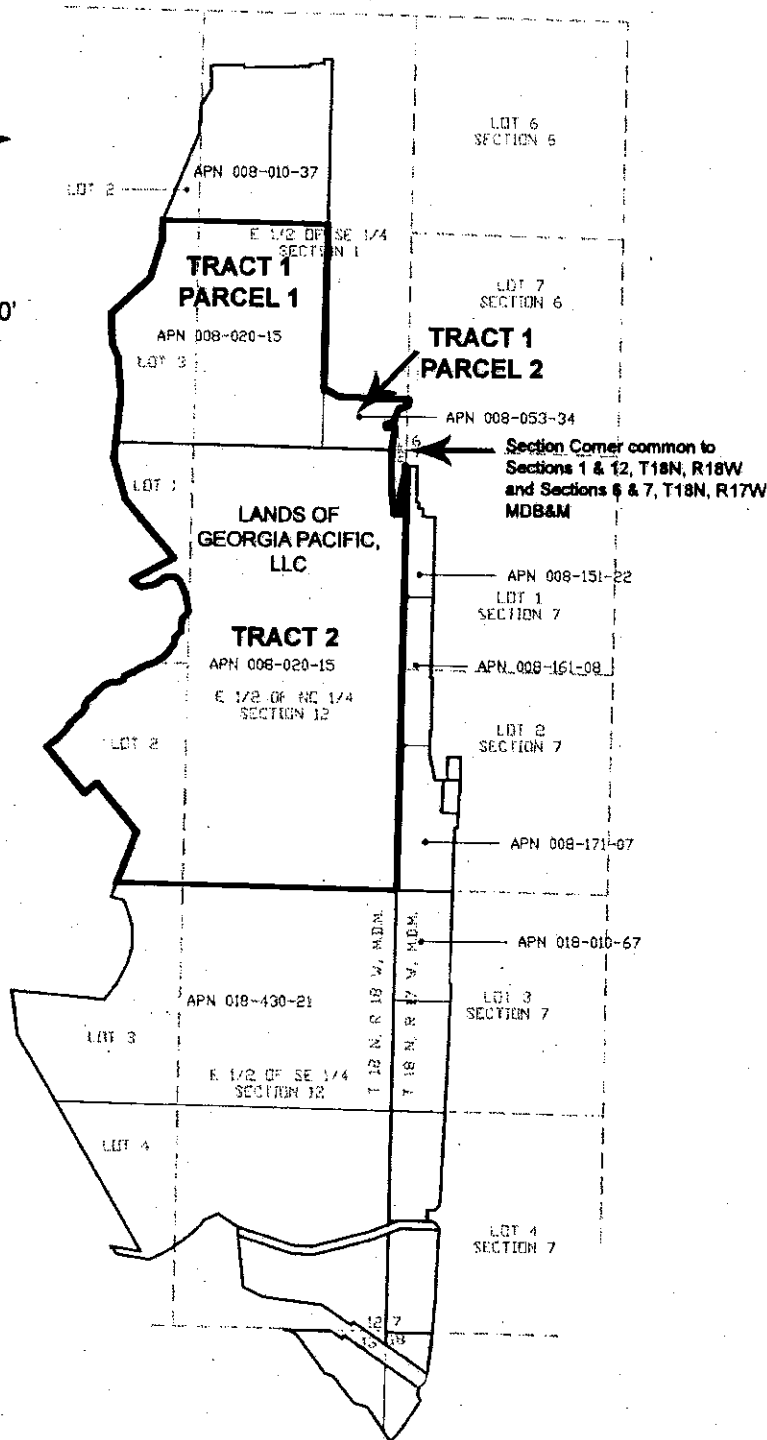
Bradley A. Thomas, PLS 5520  
My License Expires: 9/30/2020  
File No. 7624.02  
30 April 2019



**SKETCH TO ACCOMPANY EXHIBIT "A"**  
 THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS ON  
 THIS EXHIBIT SHALL NOT AFFECT THE DEED DESCRIPTION.  
 CITY OF FORT BRAGG, COUNTY OF MENDOCINO, STATE OF CALIFORNIA



SCALE: 1" = 1,200'



See Exhibit "A" Legal Description  
 for Metes and Bounds

Assessor Parcel Numbers  
 and Public Lands Survey System Shown Hereon



**LACO**

EUREKA • UKIAH • SANTA ROSA

*Bradley A. Thomas*

5/30/19

Bradley A. Thomas PLS 5520 Date

3490 Regional Parkway, Santa Rosa, Ca. 95403  
 1-707-525-1222 www.lacoassociates.com

LACO Project 7624.02

# EXHIBIT "A"

## Legal Description

### Northern Groundwater Restricted Area

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FORT BRAGG, COUNTY OF MENDOCINO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Being a Groundwater Restricted Area encumbering a portion of the Lands of Georgia Pacific, LLC lying within Sections 1 and 12 of Township 18 North, Range 18 West, Mount Diablo Base and Meridian lying easterly of the following described line;

Commencing at the section corner common to Sections 1 and 12, Township 18 North, Range 18 West and Sections 6 and 7, Township 18 North, Range 17 West, Mount Diablo Meridian; thence S 42°10'23" W a distance of 148.10 feet more or less to a point on the easterly line of said lands of Georgia Pacific and the true point of beginning; thence N 88°18'21" W a distance of 340.56 feet; thence N 1°04'27" E a distance of 173.00 feet; thence N 78°46'26" W a distance of 890.48 feet; thence N 5°38'26" E a distance of 497.14 feet; thence N 21°11'00" E a distance of 89.08 feet; thence N 51°11'00" E a distance of 95.08 feet; thence N 78°44'30" E a distance of 103.23 feet; thence N 89°53'52" E a distance of 145.26 feet; thence S 87°07'13" E a distance of 112.30 feet; thence S 85°23'07" E a distance of 288.25 feet more or less to the easterly line of said lands of Georgia Pacific and the terminus, said point bears N 30°09'59" W a distance of 1,067.07 feet more or less from said section corner.

Containing 17 acres more or less.

Portions of APN 008-053-34 and 008-020-15

Basis of Bearings that certain Record of Survey filed in Drawer 72 of Maps at Pages 58-64, Mendocino County Records.

Prepared by,



**Bradley A. Thomas, PLS 5520**  
*My License Expires: 9/30/2020*  
File No. 7624.02  
**03 April 2019**



**LACO**



# EXHIBIT "A"

## Legal Description

### Soil and Soil Vapor Restricted Area

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FORT BRAGG, COUNTY OF MENDOCINO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Being a Soil and Soil Vapor Restricted Area encumbering a portion of the Lands of Georgia Pacific, LLC lying within Sections 1 and 12 of Township 18 North, Range 18 West, Mount Diablo Base and Meridian lying easterly of the following described line;

Commencing at the section corner common to Sections 1 and 12, Township 18 North, Range 18 West and Sections 6 and 7, Township 18 North, Range 17 West, Mount Diablo Meridian; thence S 42°10'23" W a distance of 148.10 feet more or less to a point on the easterly line of said lands of Georgia Pacific and the true point of beginning; thence N 88°18'21" W a distance of 340.56 feet; thence N 1°04'27" E a distance of 173.00 feet; thence N 3°59'09" E a distance of 246.00 feet more or less to the northeasterly line of said lands of Georgia Pacific and the terminus, said point bears N 52°42'15" W a distance of 527.26 feet more or less from said section corner.

Containing 3 acres more or less.

Portions of APN 008-053-34 and 008-020-15

Basis of Bearings that certain Record of Survey filed in Drawer 72 of Maps at Pages 58-64, Mendocino County Records.

Prepared by,



**Bradley A. Thomas, PLS 5520**  
*My License Expires: 9/30/2020*  
File No. 7624.02  
**03 April 2019**

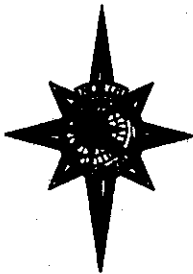


LACO

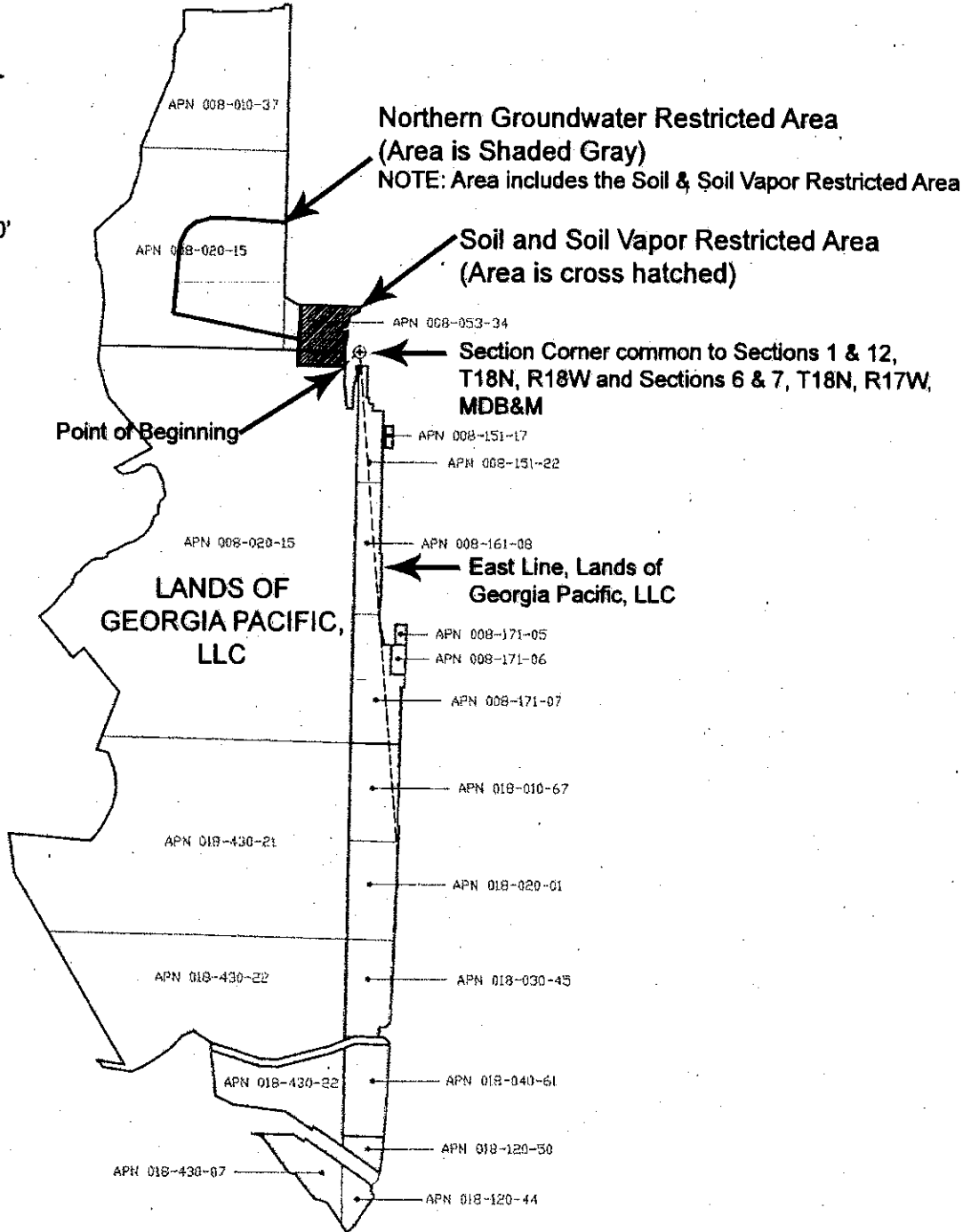


**SKETCH TO ACCOMPANY EXHIBIT "A"**

**THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS ON THIS EXHIBIT SHALL NOT AFFECT THE DEED DESCRIPTION. CITY OF FORT BRAGG, COUNTY OF MENDOCINO, STATE OF CALIFORNIA**



SCALE: 1" = 1,200'



See Exhibit "A" Legal Description for Metes and Bounds

Assessor Parcel Numbers Shown Hereon



**LACO**

EUREKA • UKIAH • SANTA ROSA

*Bradley A. Thomas*

4/3/19

Bradley A. Thomas PLS 5520

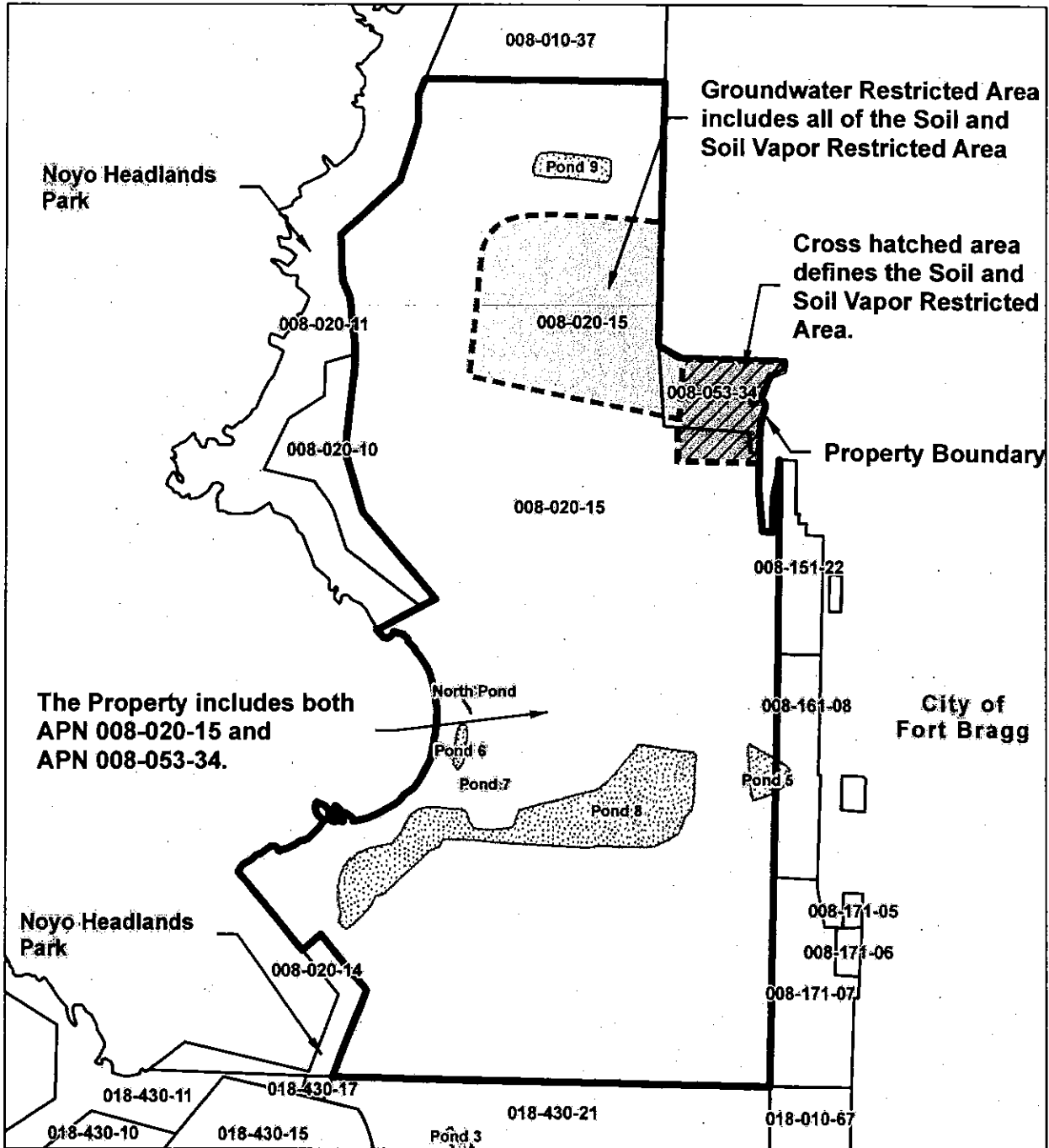
Date

3490 Regional Parkway, Santa Rosa, Ca. 95403  
1-707-525-1222 www.lacoassociates.com

LACO Project 7624.02

# Exhibit B: Property

Former Georgia-Pacific Wood Products Facility  
Fort Bragg, California



## Legend





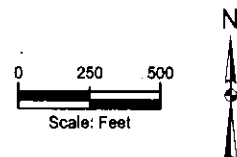
-  Property Boundary
-  Groundwater Restricted Area
-  Soil and Soil Vapor Restricted Area
-  Assessor Parcel

Figure prepared by Kennedy/Jenks Consultants.



# Exhibit C: Groundwater Restricted Area

Former Georgia-Pacific Wood Products Facility  
Fort Bragg, California

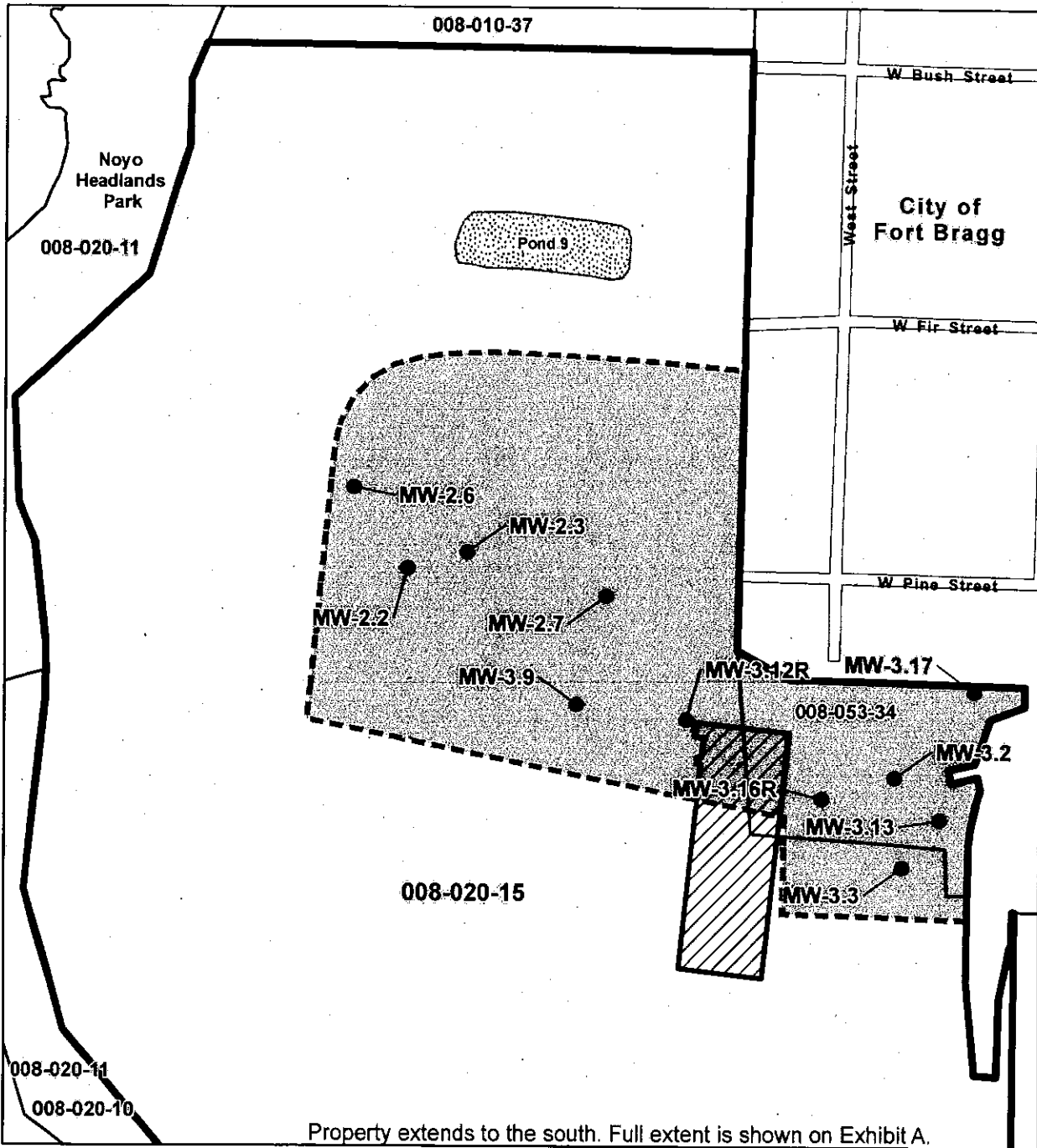



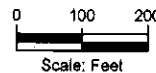


Figure was prepared by Kennedy/Jenks Consultants.

## Legend

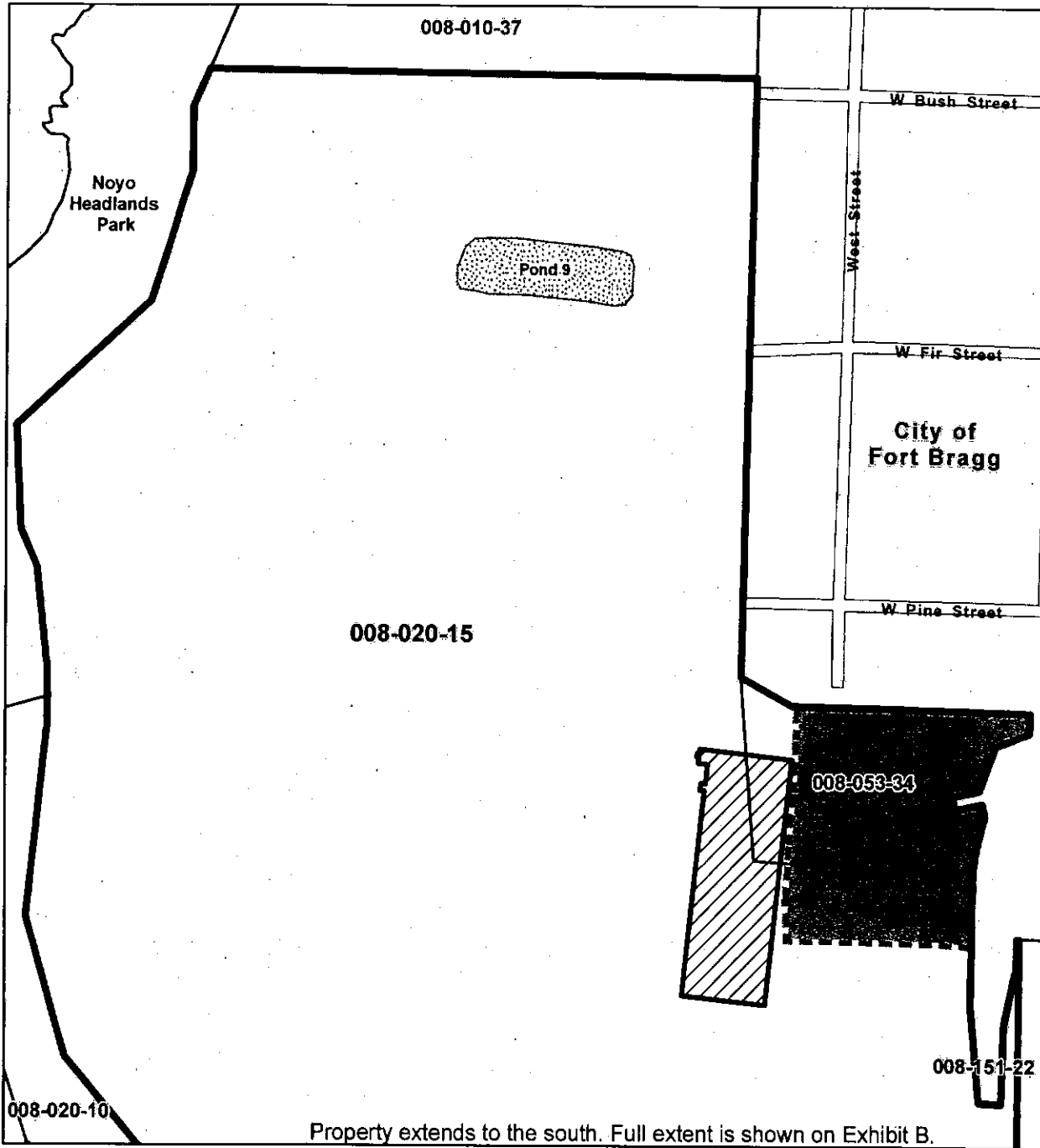
-  Property Boundary
-  Groundwater Restricted Area

-  Structure
-  Assessor Parcel
-  Monitoring Well



# Exhibit D: Soil and Soil Vapor Restricted Area

Former Georgia-Pacific Wood Products Facility  
Fort Bragg, California



## Legend

- Property Boundary
- Soil and Soil Vapor Restricted Area

- Structure
- Assessor Parcel

Figure was prepared by Kennedy/Jenks Consultants.

