

RECORDING REQUESTED BY:  
REDWOOD EMPIRE TITLE COMPANY OF  
MENDOCINO COUNTY  
AND WHEN RECORDED MAIL TO:  
ROBERT DOTY, ESQ., FOR GEORGIA  
PACIFIC LLC  
COX, CASTLE & NICHOLSON LLP  
555 CALIFORNIA STREET, 10<sup>TH</sup> FLOOR  
SAN FRANCISCO, CA 94104

WE HEREBY CERTIFY THIS TO BE A TRUE AND  
CORRECT COPY OF THE ORIGINAL AS RECORDED  
ON 12/16/09 UNDER RECORDER'S  
SERIAL NO. 2009-18841  
MENDOCINO COUNTY RECORDS.

REDWOOD EMPIRE TITLE COMPANY  
OF MENDOCINO COUNTY  
BY: [Signature]

ORDER NO.:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### Covenant to Restrict Use of Property Environmental Restriction

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DOCUMENT TITLE

THIS DOCUMENT IS BEING RECORDED TO CORRECT THE LEGAL DESCRIPTION TO THE DOCUMENT  
RECORDED ON DECEMBER 10, 2009 IN DOCUMENT NUMBER 2009-18522 OF MENDOCINO COUNTY  
RECORDS.

RECORDING REQUESTED BY:  
Georgia-Pacific LLC  
133 Peachtree Street, NE  
Atlanta, GA 30303

WHEN RECORDED, MAIL TO:

Robert Doty, Esq., for Georgia Pacific LLC  
Cox, Castle & Nicholson LLP  
555 California St, 10th Floor  
San Francisco, CA 94104

and

Department of Toxic Substances Control  
700 Heinz Avenue, Suite 200  
Berkeley, California 94710  
Attention: GP Fort Bragg Mill Site  
Project Manager

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SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

Re: County of Mendocino, Assessor's Parcel Numbers 008-020-09, 008-010-26, 018-430-01 & 018-430-02, a portion of Operable Unit A of the former Georgia-Pacific Fort Bragg Mill Site, DTSC site code 200402.

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This Covenant and Agreement ("Covenant") is made by and between Georgia-Pacific LLC (the "Covenantor"), the current owner of real property commonly known as the Georgia-Pacific Fort Bragg Mill Site ("Mill Site"), situated in Fort Bragg, County of Mendocino, State of California which includes of Mendocino County Assessor's Parcel Numbers ("APNs") 008-020-09, 008-010-26, 018-430-01 and 018-430-02, 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 of hazardous materials as defined in Health and Safety Code section 25260, on the portion of the Mill Site (the "Property") described in Exhibit A and generally depicted in Exhibit B, both attached. The Covenantor and Department, collectively referred to as the "Parties," hereby agree, pursuant to Civil Code section 1471, and Health and Safety Code section 25355.5 that the use of the Property be restricted as set forth in this Covenant; and the Parties further agree that the Covenant shall conform with the requirements of California Code of Regulations, title 22, section 67391.1.

ARTICLE I.  
STATEMENT OF FACTS

1.01 The Property has two parts, totaling approximately fifty-four (54) acres, and is more particularly described and depicted in the attached Exhibits A and B. The northern section of the Property lies within APNs 008-020-09 and 008-010-26. The southern portion of the Property lies within APNs 018-430-01 and 018-430-02. The Property is a portion of Operable Unit A of the Mill Site, whose operating address was 90 West Redwood Avenue, Fort Bragg, California, and it is generally bounded by other areas within Operable Unit A (OU-A), portions of Operable Units C, D and E to the east, the Pacific Ocean to the west, Noyo Bay to the South, and MacKerricher State Park to the North. A map generally depicting the Mill Site and its operable units in relation to the Property is attached as Exhibit C. The Final Operable Unit A Remedial Action Plan and Feasibility Study, Former Georgia Pacific Wood Products Facility, Fort Bragg, California ("OU-A RAP") dated August 2008 and approved by the Department on August 28, 2008, notes that the Property and the remainder of Operable Unit A are "planned to be developed as trails and parkland for recreational use; there are no plans for residential or commercial/industrial development."

1.02 Covenantor is remediating the Property as part of OU-A within the Mill Site. Sampling data reported in the Remedial Investigation Report, Operable Unit A, Coastal Trail and Parkland Zone (which included a human and ecological risk evaluation consistent with Section 5.6 of the Site Investigation and Remediation Order and was approved by the Department on February 14, 2008) indicated that the Property had been impacted by hazardous materials, as defined in Health and Safety Code section 25260, and/or hazardous substances, as defined in Health and Safety Code section 25316, at levels in excess of residential California Human Health Screening Levels (CHHSLs). For most of OU-A, the detected concentrations of hazardous materials/hazardous substances did not exceed risk levels acceptable for passive recreational use, construction/maintenance workers, or the applicable ecological receptors. Accordingly, in those areas, hazardous materials/substances at the Property could be appropriately controlled through land use controls and associated institutional mechanisms rather than physical removal or treatment to achieve recreational use levels. Sampling data from seven "presumptive remedy areas" ("PRAs") within Operable Unit A indicated hazardous materials/substances existed at levels exceeding acceptable risk standards for one or more of the following: recreational users, construction/maintenance workers, or ecological receptors. The OU-A RAP therefore determined that soil removal, in addition to land use controls and associated institutional mechanisms, was appropriate for the PRAs. Approximately 13,280 cubic yards of soil was removed from the PRAs.

1.03 The OU-A RAP was prepared in accordance with Health and Safety Code division 20, chapter 6.8 under oversight by the Department pursuant to, among other things, the Department's February 2007 Site Investigation and Remediation Order (Docket No. HSA-RAO 06-07-150), and the Fort Bragg Redevelopment Agency November 26, 2007 notice under the Polanco Redevelopment Act, Health & Safety Code section 33459.1.

1.04 The OU-A RAP and a Mitigated Negative Declaration pursuant to the California Environmental Quality Act, Public Resources Code section 21000 et seq., for the OU-A RAP were released for public review and comment. The Mitigated Negative Declaration was approved by the Department on June 3, 2008, and the OU-A RAP was approved by the Department on August 28, 2008.

1.05 The OU-A RAP requires a Covenant as part of the remediation because soil remaining on the Property at and below the surface contains hazardous substances/hazardous materials at levels above remedial action objectives for unrestricted use. Soil on the Property must therefore remain on the Property and may not be relocated to other locations that are not authorized to accept those hazardous substances/hazardous materials.

1.06 As detailed in the Remedial Investigation Report and associated risk assessment, approved by the Department on February 14, 2008, all or a portion of the surface and subsurface soils at the Property contain hazardous materials/ hazardous substances, as defined in the statutes noted above, which include dioxins, furans, lead and polychlorinated biphenyls (PCBs). Based on the CHHSLs for residential land use, the Department concluded that use of the Property as a residence, hospital, school for persons under the age of 21, or day care center would entail an unacceptable human health risk. Dioxins are located on the property and dioxins are known to bioaccumulate in tissues of animals and plants raised for food. Food containing dioxins can be ingested by humans. Therefore, agricultural use (raising or growing food) of the Property would entail an unacceptable human health risk. The Department further concluded that the Property, as remediated, and subject to the restrictions in this Covenant, does not present an unacceptable threat to human health or safety or the environment, if limited to construction and passive recreational use such as park or open space.

## ARTICLE II. DEFINITIONS

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

2.02 Environmental Restrictions. "Environmental Restrictions" means all protective provisions, covenants, restrictions, prohibitions, and terms and conditions as set forth in any section of this Covenant.

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

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

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

2.06 Owner. "Owner" means the Covenantor, and all successors in interest including heirs and assigns, who at any time hold title to all or any portion of the Property.

### ARTICLE III. GENERAL PROVISIONS

3.01 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 Health and Safety Code section 25355.5 and Civil Code section 1471; (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.

3.02 Binding upon Owners/Occupants. Pursuant to the Health and Safety Code, this Covenant binds all owners of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of 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.

3.03 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.

3.04 Conveyance of Property. The Owner shall provide written notice to the Department not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding Leases, and mortgages, liens, and other non-possessory encumbrances). The written 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 (APN) noted on page one. If the new owner's property has been assigned a different APN, each such APN 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.

3.05 Costs of Administering the Covenant to be paid by Owner. The Department has already incurred and will in the future incur costs associated with the administration of 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 in administering the Covenant.

ARTICLE IV.  
RESTRICTIONS AND REQUIREMENTS

4.01 Prohibited Uses. The Property shall not be used for any of the following purposes:

- (a) A residence, including any mobile home or factory built housing, constructed or installed for use as residential human habitation.
- (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.

4.02 Soil Management.

- (a) Activities at the Property that will disturb the soil at or below grade (e.g., excavation, grading, removal, trenching, filling, earth movement, mining, or drilling for water, oil or gas) shall be conducted to prevent migration of soils or dust from the Property offsite.
- (b) Any grading, excavation, trenching or backfilling shall be managed in accordance with all applicable provisions of state and federal law.

4.03 Prohibited Activities. The following activities shall not be conducted at the Property:

- (a) Extraction of groundwater except as approved by the Department and the North Coast Regional Water Quality Control Board in a Groundwater Management Plan.
- (b) Agricultural activities that involve grazing, livestock or raising of plants or animals for consumption shall not occur except with the prior written approval of the Department.
- (c) Soil from the Property shall not be relocated beyond the Property boundaries except to a location authorized to accept the hazardous substances/hazardous materials identified on the Property, or as otherwise specified with the prior written approval of the Department.

4.04 Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department in order to protect the public health or safety, or the environment.

4.05 Inspection and Reporting Requirements. The Owner shall conduct an annual inspection of the Property verifying compliance with this Covenant and shall submit an annual inspection report (in the substantially the same format as that attached hereto as Exhibit C) to the Department for its approval by January 15<sup>th</sup> 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 were performed that were the basis for the statements and conclusions in the annual inspection report (e.g., drive by, fly over, walk in, etc.). If

violations are noted, the annual inspection report must detail the steps taken to return to compliance. If the Owner identifies any violations of this Covenant during the annual inspections or at any other time, the Owner must within 30 days of identifying the violation abate the violation and notify the Department of the actions it took to do so. If the owner determines the identity of the party in violation, the owner shall send a letter advising the party of the violation of the Covenant, and demand that the violation cease immediately. Additionally, copies of any correspondence related to the violation of this Covenant shall be sent to the Department within 10 days of its original transmission.

4.06 Five-Year Review. In addition to the annual reviews required in Section 4.05, after a period of five years from the recordation of this Covenant and every five (5) years thereafter, Owner shall review and reevaluate to determine if human health and the environment are being adequately protected by the remedy as implemented by the Covenant. The five year review shall include (1) the observations reported in the annual reviews conducted pursuant to Section 4.05, above, (2) any violations noted in one or more of the annual reviews, (3) any corrective measures taken in response to any such violation(s), and (4) other information in Owner's possession pertaining to the Property including changes in environmental conditions and new information related to previously unknown contamination. On or before each five-year anniversary, Owner shall submit a report of the results of the five-year review to DTSC for its review and approval. As a result of any review work performed, DTSC may require Covenantor to complete additional work, or modify the work previously performed, or may perform the work at Covenantor's expense, to assure that human health and the environment are being adequately protected.

#### ARTICLE V. ENFORCEMENT

5.01 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, including but not limited to, failure to submit, or the 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, TERMINATION, AND TERM

6.01 Variance. Owner, or any other aggrieved person, may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with Health and Safety Code section 25233.

6.02 Termination or Partial Termination. Owner, or any other aggrieved person, may apply to the Department for a termination or partial termination of one or more terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with Health and Safety Code section 25234.

6.03 Term. Unless ended in accordance with paragraph 6.02, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII.  
MISCELLANEOUS

7.01 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.

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

7.03 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: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner: Georgia-Pacific LLC  
Attn: R.J. Chip Hilarides  
Georgia-Pacific LLC  
300 West Laurel St.  
Bellingham, WA 98225  
Fax: (360) 647-6674  
E-mail: Chip.Hilarides@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 Department: Project Manager, GP Fort Bragg Mill Site  
Department of Toxic Substances Control  
700 Heinz Avenue  
Berkeley, CA 94710

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

7.04 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.

7.05 Statutory References. All statutory references include successor provisions.

7.06 Incorporation of Attachments. All attachments and exhibits to this Covenant are incorporated herein by reference.

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor: Georgia-Pacific LLC, A Delaware Limited Liability Company

By: *Diana McKays*

Its: Vice President - Business Development

Date: December 2, 2009

Attest:

By: *John D. Dan*

Its: Assistant General Counsel - Environmental

Department of Toxic Substances Control:

By: *Barbara Cook*

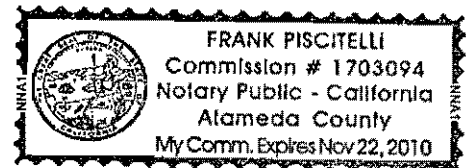
Title: Barbara Cook, Acting Assistant Deputy Director

Date: 12/7/09

STATE OF CALIFORNIA, COUNTY OF ALAMEDA  
On 12/7/09 before me, FRANK PISCITELLI, notary public,  
personally appeared BARBARA JEAN COOK

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.



SIGNATURE *[Signature]* 8

Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

7.05 Statutory References. All statutory references include successor provisions.

7.06 Incorporation of Attachments. All attachments and exhibits to this Covenant are incorporated herein by reference.

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor: Georgia-Pacific LLC, A Delaware Limited Liability Company

BY *Diana M. Knigge*

STATE OF GEORGIA  
COUNTY OF FULTON

Its: VP-Business Development

Date: December 8, 2009

Attest:

By: *John D. ...*

Its: Asst. Gen. Counsel-Environmental

On December 8, 2009, before me, Kelly Moore, a Notary Public for said County and State, personally appeared Diana Knigge, VP-Business Development, for Georgia-Pacific LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

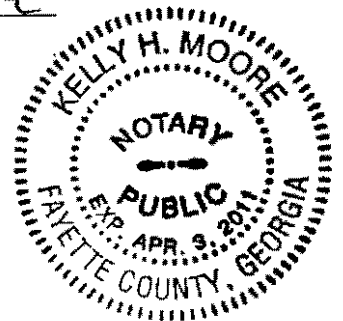
Witness my hand and official seal

Department of Toxic Substances Control: Signature: *Kelly H. Moore*

By: \_\_\_\_\_

Title: Barbara Cook, Acting Assistant Deputy Director

Date: \_\_\_\_\_



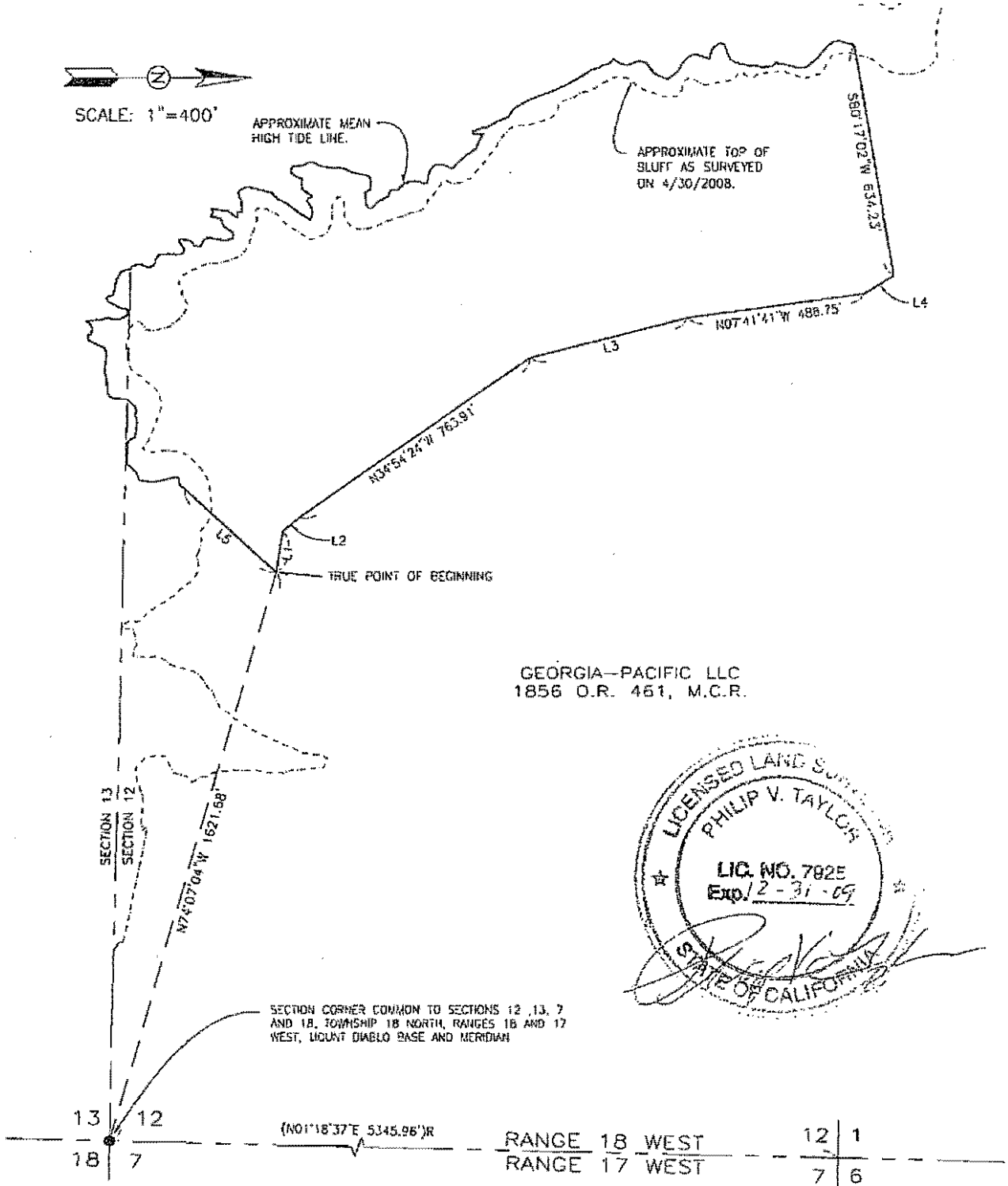
# EXHIBIT "OU-A SOUTH"



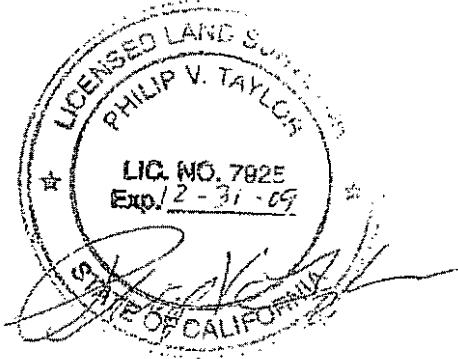
SCALE: 1"=400'

APPROXIMATE MEAN HIGH TIDE LINE.

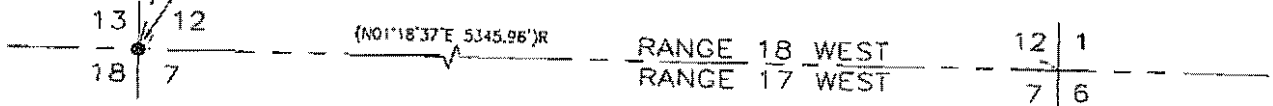
APPROXIMATE TOP OF SLUFF AS SURVEYED ON 4/30/2008.



GEORGIA-PACIFIC LLC  
1856 O.R. 461, M.C.R.



SECTION CORNER COMMON TO SECTIONS 12, 13, 7 AND 18, TOWNSHIP 18 NORTH, RANGES 18 AND 17 WEST, UICUNT DIABLO BASE AND MERIDIAN



REFERENCES  
R MAP CASE 2, DRAWER 60, PAGE 8

LINE TABLE

LINE	COURSE
L1	N81°01'15\"W 113.44'
L2	N39°29'52\"W 59.11'
L3	N14°17'03\"W 440.28'
L4	N30°48'08\"W 94.23'
L5	N42°59'26\"E 335.3'

EASEMENT DIAGRAM  
FOR  
GEORGIA PACIFIC LLC  
IN

SECTIONS 12 & 13, T. 18 N., R. 18 W., M.D.M.  
MENDOCINO COUNTY, CALIFORNIA

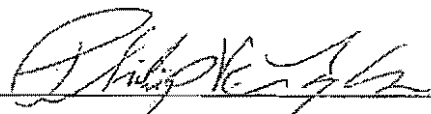
**LACO ASSOCIATES**  
CONSULTING ENGINEERS

21 W. 4TH STREET, EUREKA, CA 95501  
SHEET 1 OF 1

EXHIBIT "OU-A SOUTH"

THAT PORTION OF SECTION 12 AND SECTION 13, TOWNSHIP 18 NORTH, RANGE 18 WEST, MOUNT DIABLO BASE AND MERIDIAN; COUNTY OF MENDOCINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS;

BEGINNING AT THE SECTION CORNER COMMON TO SECTIONS 12, 13, 7 AND 18, TOWNSHIP 18 NORTH, RANGES 18 AND 17 WEST, MOUNT DIABLO BASE AND MERIDIAN;  
THENCE NORTH 74°07'04" WEST, 1621.68 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE NORTH 81°01'15" WEST, 113.44 FEET  
THENCE NORTH 39°29'52" WEST, 59.11 FEET;  
THENCE NORTH 34°54'24" WEST, 763.91 FEET;  
THENCE NORTH 14°17'03" WEST, 440.28 FEET;  
THENCE NORTH 07°41'41" WEST, 488.75 FEET;  
THENCE NORTH 30°48'08" WEST, 94.23 FEET;  
THENCE SOUTH 80°17'02" WEST, 635 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE OF THE PACIFIC OCEAN;  
THENCE SOUTHERLY AND SOUTHEASTERLY ALONG SAID MEAN HIGH WATER LINE TO A POINT THAT BEARS SOUTH 42°59'26" WEST FROM THE TRUE POINT OF BEGINNING;  
THENCE NORTH 42°59'26" EAST, 335 FEET, MORE OR LESS TO THE TRUE POINT OF BEGINNING.



Philip V. Taylor, P.L.S. 7925

Expires 12/31/2009

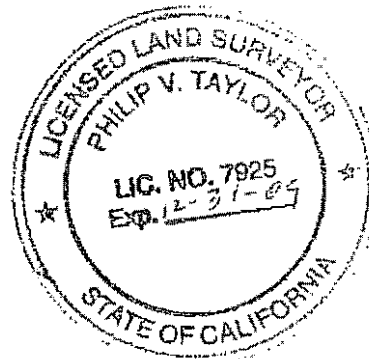


EXHIBIT "OU-A NORTH"

T19N 36 | 31  
T18N 1 | 6

RANGE 18 WEST  
RANGE 17 WEST

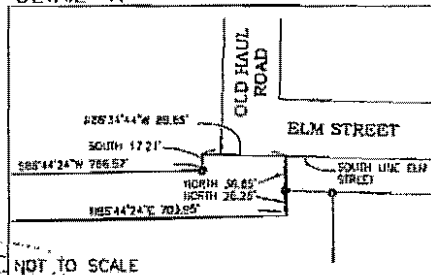
SCALE: 1" = 400'

APPROXIMATE TOP OF BLUFF AS SURVEYED ON 4/30/2008.

APPROXIMATE MEAN HIGH TIDE LINE.

GEORGIA-PACIFIC LLC  
1856 O.R. 461

DETAIL "A"



LICENSED LAND SURVEYOR  
PHILIP V. TAYLOR  
LIC. NO. 7825  
Exp. 12-31-09

REFERENCES  
R MAP CASE 2, DRAWER 60, PAGE 8

LINE TABLE

LINE	COURSE	LINE	COURSE
L1	N08°18'36"E 396.65'	L8	N01°23'08"E 116.51'
L2	N05°39'07"W 226.24'	L9	N04°51'44"E 174.38'
L3	N23°12'44"W 81.96'	L10	N31°08'07"E 120.62'
L4	N02°48'57"W 187.86'	L11	N01°26'50"W 140.00'
L5	N48°25'05"E 324.88'	L12	N88°44'24"W 59.02'
L6	N17°52'53"E 215.88'	L13	N88°44'24"W 325±'
L7	N14°52'56"E 33.74'		

EASEMENT DIAGRAM  
FOR  
GEORGIA PACIFIC LLC  
SECTIONS 1 & 12, T. 18 N., R. 18 W., M.D.M.  
MENDOCINO COUNTY, CALIFORNIA  
SCALE: 1" = 400' BY SEPTEMBER 2009

**LACO ASSOCIATES**  
CONSULTING ENGINEERS  
21 W. 4TH STREET, EUREKA, CA 95501  
SHEET 2 OF 2

EXHIBIT "OU-A NORTH"

THAT PORTION OF SECTIONS 1 AND 12, TOWNSHIP 18 NORTH, RANGE 18 WEST, MOUNT DIABLO BASE AND MERIDIAN; COUNTY OF MENDOCINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS;

BEGINNING AT THE SECTION CORNER COMMON TO SECTIONS 1, 12, 6 AND 7, TOWNSHIP 18 NORTH, RANGES 18 AND 17 WEST, MOUNT DIABLO BASE AND MERIDIAN;

THENCE SOUTH 88°02'53" WEST, 1825.93 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 06°18'36" EAST, 396.65 FEET;

THENCE NORTH 05°39'07" WEST, 226.24 FEET;

THENCE NORTH 23°12'44" WEST, 81.96 FEET;

THENCE NORTH 02°48'57" WEST, 187.86 FEET;

THENCE NORTH 48°25'05" EAST, 324.88 FEET;

THENCE NORTH 17°52'53" EAST, 215.88 FEET;

THENCE NORTH 14°52'56" EAST, 33.74 FEET;

THENCE NORTH 01°23'08" EAST, 116.51 FEET;

THENCE NORTH 23°13'33" EAST, 569.68 FEET;

THENCE NORTH 04°51'44" EAST, 174.38 FEET;

THENCE NORTH 31°08'07" EAST, 120.65 FEET

THENCE NORTH 01°26'50" WEST, 140.00 FEET;

THENCE NORTH 88°44'24" EAST, 703.95 FEET TO THE SOUTHERLY PROJECTION OF THE WEST LINE OF THE LANDS OF FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT AS SHOWN ON THE RECORD OF SURVEY FILED IN MAP CASE 2, DRAWER 50, PAGE 20, MENDOCINO COUNTY RECORDS;

THENCE NORTH ALONG SAID SOUTHERLY PROJECTION 26.26 FEET, TO A 3/4 INCH DIAMETER REBAR WITH A PLASTIC CAP STAMPED "LS 5940";

THENCE CONTINUING NORTH ALONG SAID WEST LINE 36.85 FEET, TO THE SOUTH LINE OF ELM STREET AS SHOWN ON THE PARCEL MAP FILED IN MAP CASE 2, DRAWER 57, PAGE 38, MENDOCINO COUNTY RECORDS;

THENCE NORTH 88°34'44" WEST (NORTH 88°36'00" WEST PER SAID PARCEL MAP), ALONG SAID SOUTH LINE AND ITS WESTERLY PROJECTION, 88.65 FEET, TO A POINT THAT BEARS NORTH, 17.21 FEET, FROM A 5/8 INCH DIAMETER REBAR WITH CAP STAMPED "LS 4455", SAID REBAR IS ON THE SOUTH LINE OF THE LANDS OF

EXHIBIT "OU-A NORTH"

GEORGIA PACIFIC CORPORATION, AS SHOWN ON THE RECORD SURVEY FILED IN MAP CASE 2, DRAWER 50, PAGE 20, MENDOCINO COUNTY RECORDS;

THENCE SOUTH, 17.21 FEET TO SAID REBAR;

THENCE SOUTH 88°44'24" WEST, ALONG SAID SOUTH LINE, 766.57 FEET TO A 5/8 INCH DIAMETER REBAR WITH PLASTIC CAP STAMPED "TAYLOR, LS 7925" AS SHOWN ON THE RECORD OF SURVEY FILED IN MAP CASE 2, DRAWER 60, PAGE 8, MENDOCINO COUNTY RECORDS;

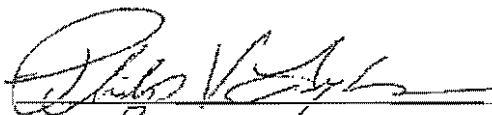
THENCE CONTINUING SOUTH 88°44'24" WEST, ALONG SAID LINE, 59.02 FEET TO A 5/8 INCH DIAMETER REBAR WITH PLASTIC CAP STAMPED "TAYLOR, LS 7925" AS SHOWN ON THE RECORD OF SURVEY FILED IN MAP CASE 2, DRAWER 60, PAGE 8, MENDOCINO COUNTY RECORDS;

THENCE CONTINUING SOUTH 88°44'24" WEST, ALONG SAID LINE, 325 FEET, MORE OR LESS, TO THE MEAN HIGH TIDE LINE OF THE PACIFIC OCEAN;

THENCE SOUTHERLY, SOUTHWESTERLY AND SOUTHEASTERLY ALONG SAID MEAN HIGH TIDE LINE TO A POINT THAT BEARS

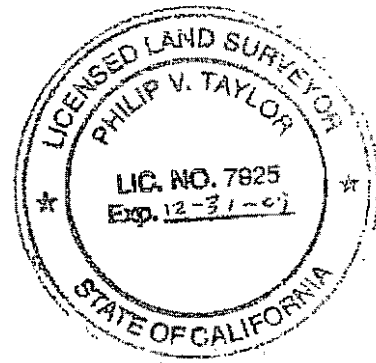
SOUTH 70°04'50" WEST FROM THE TRUE POINT OF BEGINNING;

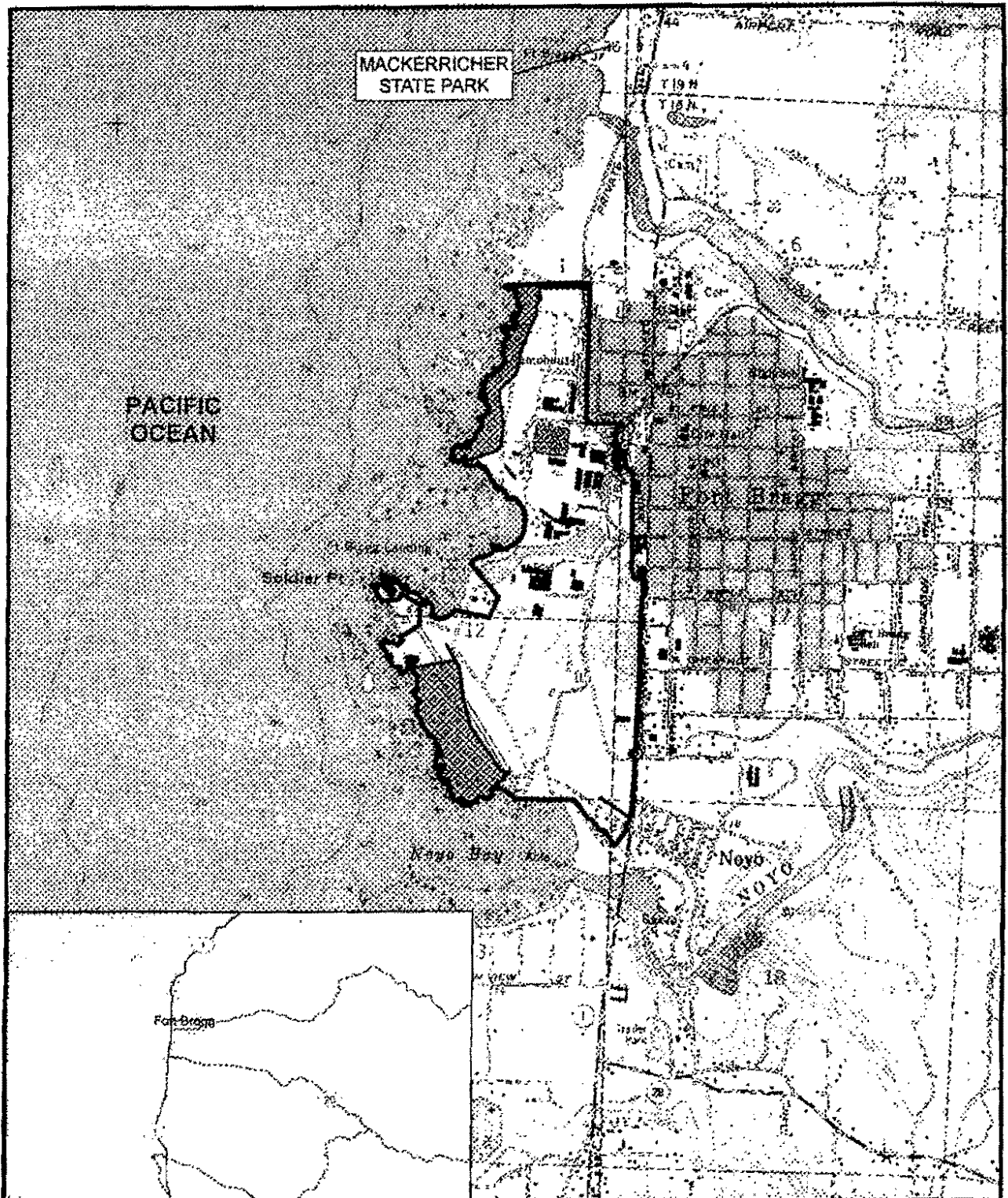
THENCE LEAVING SAID MEAN HIGH TIDE LINE, NORTH 70°04'50" EAST, 575 FEET, MORE OR LESS TO THE TRUE POINT OF BEGINNING.



Philip V. Taylor, P.L.S. 7925

Expires 12/31/2009





**LEGEND:**



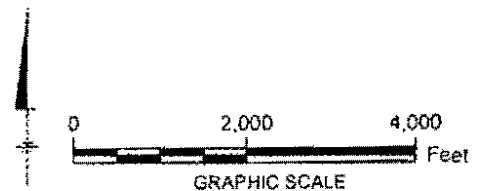
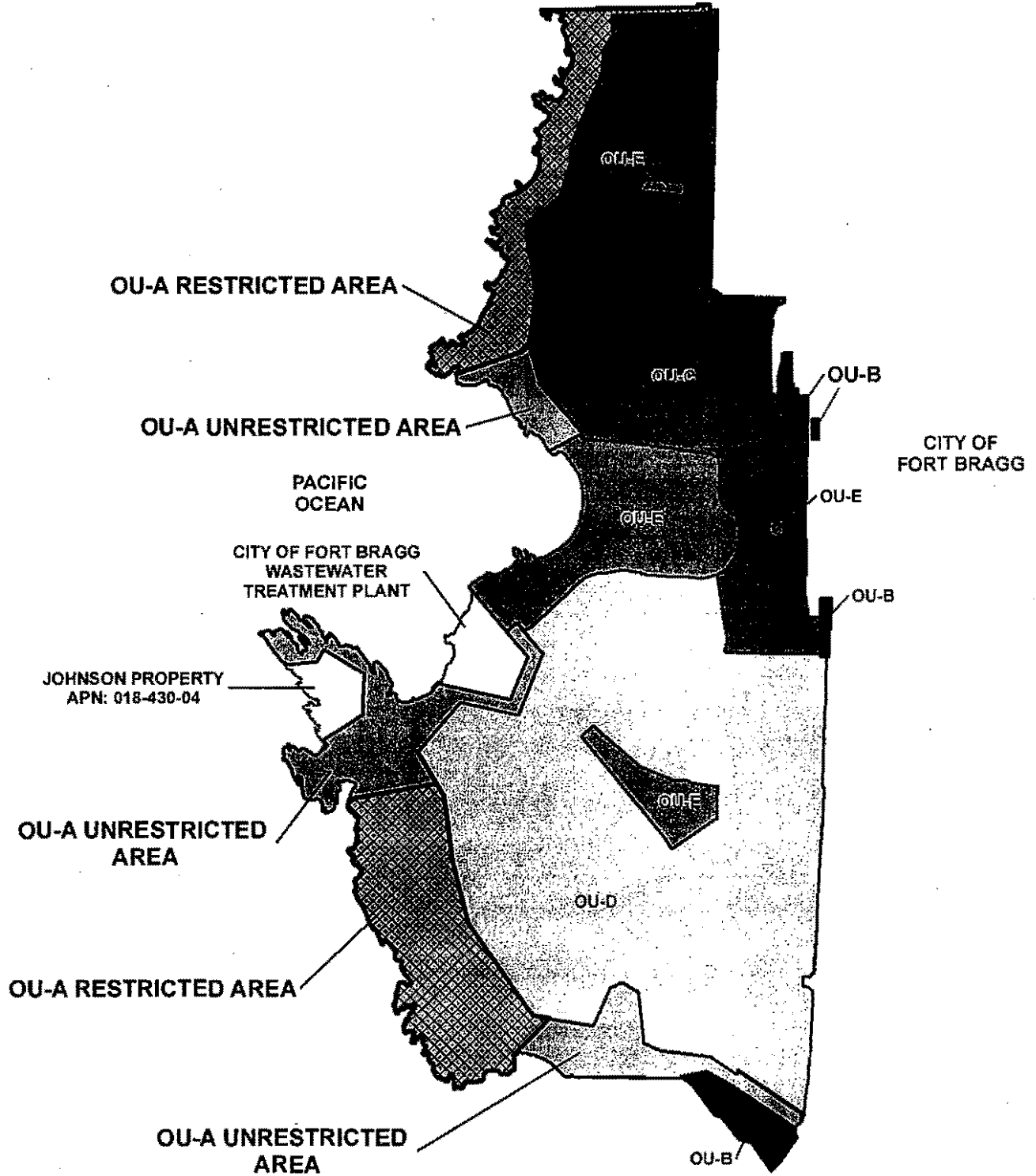
-  LAND-USE RESTRICTED AREA
-  SITE BOUNDARY

EXHIBIT B

NOTE  
 BASE MAP USGS 7.5 MIN. QUAD.,  
 FORT BRAGG, CALIFORNIA, 1960,  
 PHOTO REVISED 1978.







**EXHIBIT C**

