


no fee per government  
code 27300

<p>Georgia-Pacific LLC, a Delaware Limited Liability Company 133 Peachtree Street, NE Atlanta, GA 30303</p> <p>WHEN RECORDED, MAIL TO: Georgia-Pacific LLC 133 Peachtree Street, NE Atlanta, GA 30303</p> <p>and</p> <p>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</p>	<p>2020-06033 Recorded at the request of: DEPT OF TOXIC SUBSTANCES &amp; GP 06/02/2020 12:13 PM Fee: \$0 Pgs: 1 of 26</p> <p>OFFICIAL RECORDS Katrina Bartolome - Clerk-Recorder Mendocino County, CA</p> 
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SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

LAND USE COVENANT AND AGREEMENT  
ENVIRONMENTAL RESTRICTIONS

County of Mendocino, Assessor Parcel Numbers: 008-020-15-00 and 008-171-07-00  
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 008-171-07-00 (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.

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ARTICLE I.  
STATEMENT OF FACTS

1.1. Property Location. The Property that is subject to this Covenant is a portion of County of Mendocino, Assessor Parcel Numbers (APNs) 008-020-15-00, and APN 008-171-07-00 which total approximately 34 acres, and are more particularly described in the attached Exhibit A1, "Legal Description" and depicted in Exhibit "B," "Location of Property." Three separate restricted areas are described in Exhibit A2 - Groundwater Restricted Area, Exhibit A3 - Soil Vapor Restricted Area, and Exhibit A4 - Soil Restricted Area. The locations of the restricted areas are depicted in the following exhibits: Exhibit C Location of Groundwater Restricted Area; and Exhibit D – Location of Soil Restricted Area and Soil Vapor Restricted Area.

The approximately 17- acre Groundwater Restricted Area, 0.8- acre Soil Vapor Restricted Area, and 0.3-acre Soil Restricted Area (together the "Restricted Areas") contain contaminants above levels that are acceptable for unrestricted use. The Groundwater Restricted Area is bounded generally on the west and north by Noyo Headlands Park and on the east and south by the former Georgia-Pacific mill site. The Soil Vapor Restricted Area lies completely within the Groundwater Restricted Area. The Soil Restricted area is east of the Groundwater Restricted Area and lies within the former Georgia-Pacific mill site.

1.2. Remediation of Property. This Property has been investigated and remediated as part of Operable Unit D 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.

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Hazardous substances were detected in groundwater within the Groundwater Restricted Area during the September 2018 and February 2019 monitoring events above levels acceptable for unrestricted use. The concentrations of hazardous substances detected during those groundwater monitoring events above levels acceptable for unrestricted use as specified the OU-C/D RAP, include 1,1-Dichloroethene at 40 micrograms per liter ( $\mu\text{g/L}$ ), above the unrestricted remedial goal of 6  $\mu\text{g/L}$ ; vinyl chloride at 0.21  $\mu\text{g/L}$ , above the unrestricted remedial goal of 0.05  $\mu\text{g/L}$ ; and arsenic in monitoring wells MW-6.3 at 8.7  $\mu\text{g/L}$  and in monitoring well MW-7.3 at 31  $\mu\text{g/L}$ , above the unrestricted remedial goal of 2.5  $\mu\text{g/L}$ .

The groundwater remedy requires groundwater monitoring using the system of monitoring wells installed within the Groundwater Restricted Area as depicted in Exhibit C. This groundwater remediation system consists of the following wells: MW-6.4, MW-6.5, MW-6.7, MW-6.10, MW-7.1, MW-7.2 and MW-7.3. The OU-C/D RAP requires a Covenant as part of the remediation because the three Restricted Areas for soil, soil vapor, and groundwater, contain hazardous substances above levels that are acceptable for unrestricted use, and access to those Restricted Areas will be necessary to monitor, inspect, operate and maintain the remediation systems.

Hazardous substances remain in soil within the Soil Restricted Area above levels acceptable for unrestricted land use. These hazardous substances include total petroleum hydrocarbons diesel at 9,090 milligrams per kilograms ( $\text{mg/kg}$ ), above the total petroleum hydrocarbon Remedial Action Goal of 4,220  $\text{mg/kg}$  for aromatic hydrocarbons.

Hazardous substances remain in soil vapor within the Soil Vapor Restricted Area above levels acceptable for unrestricted land use. The maximum concentrations of hazardous substances detected in soil vapor include vinyl chloride at 22 micrograms per meter cubed ( $\mu\text{g/m}^3$ ) which is above the unrestricted remedial goal of 20  $\mu\text{g/m}^3$ . The calculated Indoor Air Exposure Point Concentration (EPC) for vinyl chloride is 0.040  $\mu\text{g/m}^3$ , which is above the Target Indoor Air unrestricted remedial goal of 0.031  $\mu\text{g/m}^3$ . The calculated EPC for tetrachloroethene is 0.44  $\mu\text{g/m}^3$ , which is above the Target Indoor Air unrestricted remedial goal of 0.41  $\mu\text{g/m}^3$ .

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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.

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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

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

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- (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 Restricted Area 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 Restricted Area 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 Restricted Area and Soil Vapor Restricted Area containing hazardous substances above levels acceptable for unrestricted use must remain within the Soil Restricted Area 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), required for either of the Restricted Areas without prior written approval of the Department.

4.3. Soil Gas Management. Development of the Soil Vapor Restricted Area is prohibited until the 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) or activity, required for the Groundwater Restricted Area without the prior written approval of the Department.

4.5. 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.

4.6. 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.

4.7. Inspection and Reporting Requirements. The Owner shall conduct an annual inspection of the Soil Restricted Area, Soil Vapor Restricted Area and the Groundwater Restricted Area, confirming adequate access to all three Restricted Areas



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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

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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  
Fax: (404) 654-4701  
E-mail: dgmassen@gapac.com

With Copy to:

J. Michael Davis, Esq.  
Georgia-Pacific LLC  
133 Peachtree St. NE  
Atlanta, Georgia 30303

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Fax: (408) 584-1461  
E-mail: jmdavis@gapac.com

And to the Department:

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

COVENANTOR: Georgia-Pacific, LLC

By: Bryant T. Chapman Date: 5/7/2020  
Name: Bryant T. Chapman  
Title: SUP Environmental Affairs Product Safety

DEPARTMENT OF TOXIC SUBSTANCES CONTROL:

By: Juliet C. Pettijohn Date: 5/20/2020  
Juliet C. 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.

State of Georgia  
County of Coweta

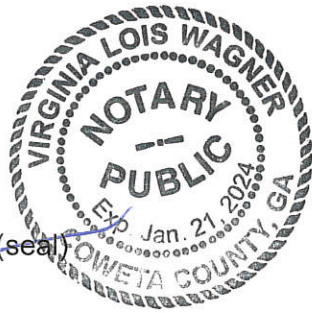
On 05/07/2020 before me, Virginia Lois Wagner

(space above this line is for name and title of the officer/notary),  
personally appeared Bryant T Champion, 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,

Virginia Lois Wagner (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

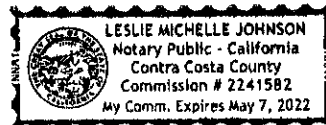
On 5/28/2020 before me,  
Leslie Michelle Johnson, Notary Public

(space above this line is for name and title of the officer/notary),  
personally appeared Juliet C. Pettijohn, 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 Michelle Johnson (seal)  
Signature of Notary Public



## List of Exhibits

- Exhibit A1: Legal Description
- Exhibit A2: Legal Description - Groundwater Restricted Area
- Exhibit A3: Legal Description - Soil Vapor Restricted Area
- Exhibit A4: Legal Description - Soil 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 "A1"

## Legal Description

The lands referred to herein below is situated in the City of Fort Bragg, County of Mendocino, State of California and is described as follows:

Being an easement encumbering of a portion of the Lands of Georgia-Pacific LLC lying within Section 12 Township 18 North, Range 18 West and Sections 6 and 7, Township 18 North, Range 17 West, Mount Diablo Base and Meridian, being more particularly described as:

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 Base and Meridian; Thence S 08°14'09" E, 2,225.18 feet more or less to a point on the East line of said lands of Georgia-Pacific, LLC as described in document number 2007-05838 Mendocino County Records, also being the Southeast corner of Parcel 1 of Parcel Map recorded in Case 2, Drawer 72, Page 79, Mendocino County Records and being the **True Point of Beginning**; Thence N 88° 43'25" W, 790.48 feet; Thence North 417.10 feet more or less to a point on the South line of The Alternate Future Trail Dedication Area, as described in Exhibit "A" of document number 2017-05838 Mendocino County Records; Thence along a non-tangent 300.00 foot radius curve to the right from which a radial line bears N 19°58'20" W, Thence Westerly along said curve 125.49 feet through a central angle of 23°58'00"; Thence N 86°00'20" W, 767.25 feet; Thence S 48°39'01" W, 627.36 feet more or less to a point on the East line of the South Trail Parcel as shown on the Record of Survey filed in Case 2, Drawer 77, Pages 68 and 69, Mendocino County Records; Thence S 39°55'20" E, 243.34 feet; Thence S 21°51'47" W, 366.06 feet more or less to the ¼ Section Line said Section 12; thence Easterly along the ¼ Section line of said Section 12, 1,750.27 feet more or less to the common Range line of said section 12, and of said Section 7; Thence continuing Easterly along the ¼ Section line of said Section 7, a distance of 345.59 feet more or less to the East line of said Lands of Georgia-Pacific, LLC; Thence Northerly along said lands N 01°38'08" E, 189.89 feet; Thence N 02°00'13" E, 194.18 feet; Thence N 87°25'23" W 18.80 feet; Thence N 01°33'23" E, 35.51 feet; Thence N 02°35'30" E, 51.50 feet more or less to the True Point of Beginning.

Containing 33.93 acres more or less

Basis of Bearings referenced to that certain Record of Survey filed in Case 2 Drawer 77 Pages 68 and 69, Mendocino County records.

Prepared by,



**Bradley A. Thomas, PLS 5520**

My License Expires: 9/30/2020

File No. 7624.04

16 March 2020



LACO





# SKETCH TO ACCOMPANY EXHIBIT 'A1'

This sketch is for graphical purposes only. Any errors or omissions on this sketch shall not affect the deed description.

See Exhibit "A1" Legal Description for Metes and Bounds.



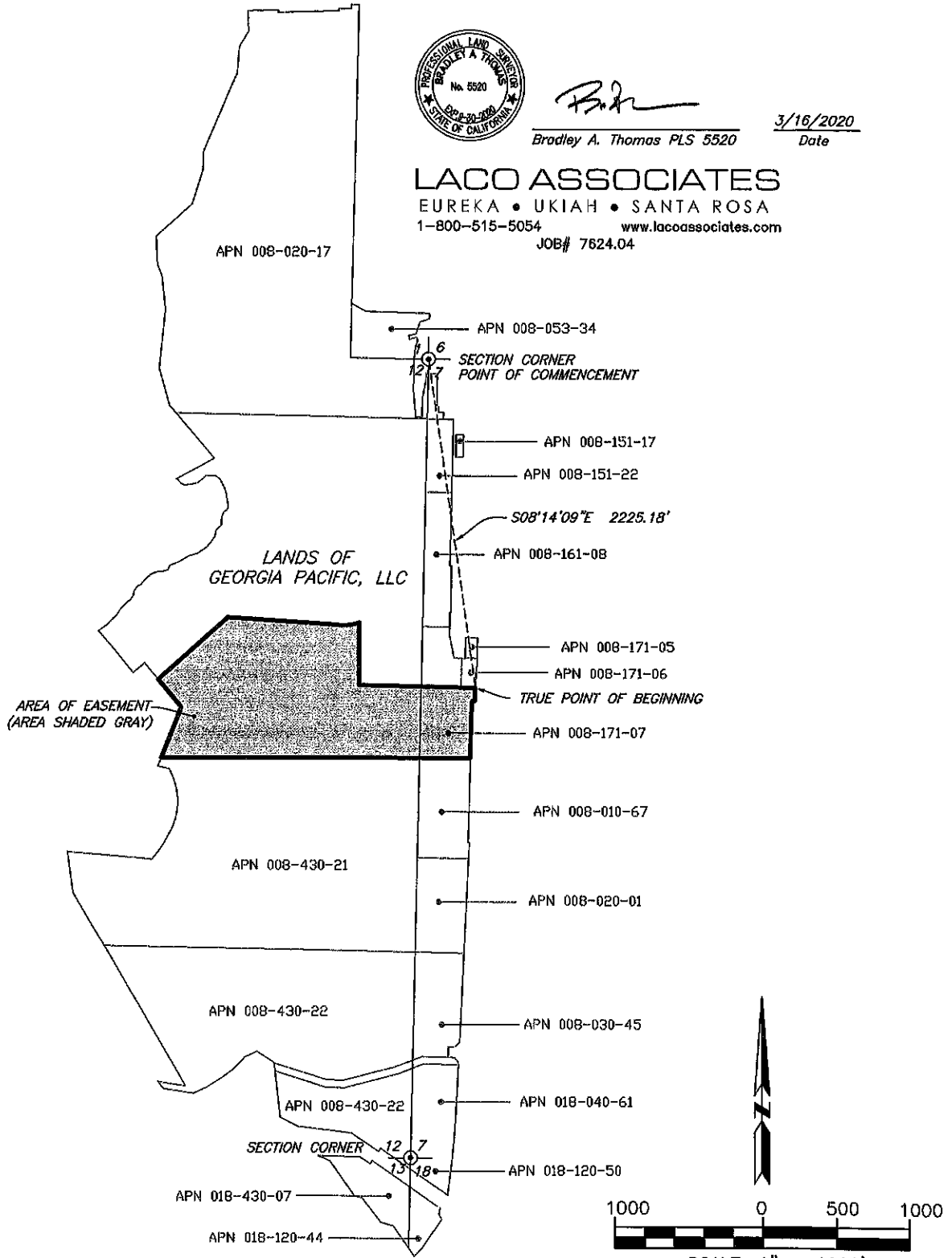
*Bradley A. Thomas*

Bradley A. Thomas PLS 5520

3/16/2020  
Date

## LACO ASSOCIATES

EUREKA • UKIAH • SANTA ROSA  
1-800-515-5054 www.lacoassociates.com  
JOB# 7624.04



# Exhibit "A2"

## Legal Description

### Groundwater Restricted Area

The lands 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 Section 12 of Township 18 North, Range 18 West and Sections 6 and 7 of the Township 18 North, Range 17 West Mount Diablo Base and Meridian, being more particularly described as:

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 Base and Meridian; Thence S 8°14'09" E, 2,225.18 feet more or less to a point on the Easterly line of said lands of Georgia-Pacific, LLC as described in document number 2007-05838 Mendocino County Records also being the Southeast corner of Parcel 1 of Parcel Map recorded in Case 2, Drawer 72, Page 79, Mendocino County records; Thence N 88°43'25" W 790.48 feet; Thence North 417.10 feet more or less to a point on the South line of The Alternate Future Trail Dedication Area, described in Exhibit "A" of document number 2017-05838 Mendocino County Records; Thence along a non-tangent 300.00 foot radius curve to the right from which a radial line bears N 19°58'20" W, Thence Westerly along said curve 125.49 feet through a central angle of 23°58'00"; Thence N 86° 00'20" W 272.36 feet to the **True Point of Beginning**; thence continuing along the Alternate Future Trail Dedication, N 86°00'20" W, 494.89 feet; Thence S 48°39'01" W, 627.36 feet more or less to a point on the East line of the South Trail Parcel as shown on the Record of Survey filed in Case 2, Drawer 77, Pages 68 and 69, Mendocino County Records; Thence S 39°55'20" E, 243.34 feet; Thence S 21°51'47" W, 366.06 feet more or less to the ¼ Section Line of said Section 12; thence Easterly along the ¼ Section line of said Section 12 a distance of 944.79 feet; Thence leaving said ¼ Section Line North 906.34 feet more or less to the Point of Beginning.

Containing 17.38 acres more or less

Basis of Bearings referenced to that certain Record of Survey filed in Case 2 Drawer 77 Pages 68 and 69, Mendocino County records.

Prepared by,



**Bradley A. Thomas, PLS 5520**  
My License Expires: 9/30/2020  
File No. 7624.04  
**16 March 2020**



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# SKETCH TO ACCOMPANY EXHIBIT 'A2'

This sketch is for graphical purposes only. Any errors or omissions on this sketch shall not affect the deed description.

See Exhibit "A2" Legal Description for Metes and Bounds.



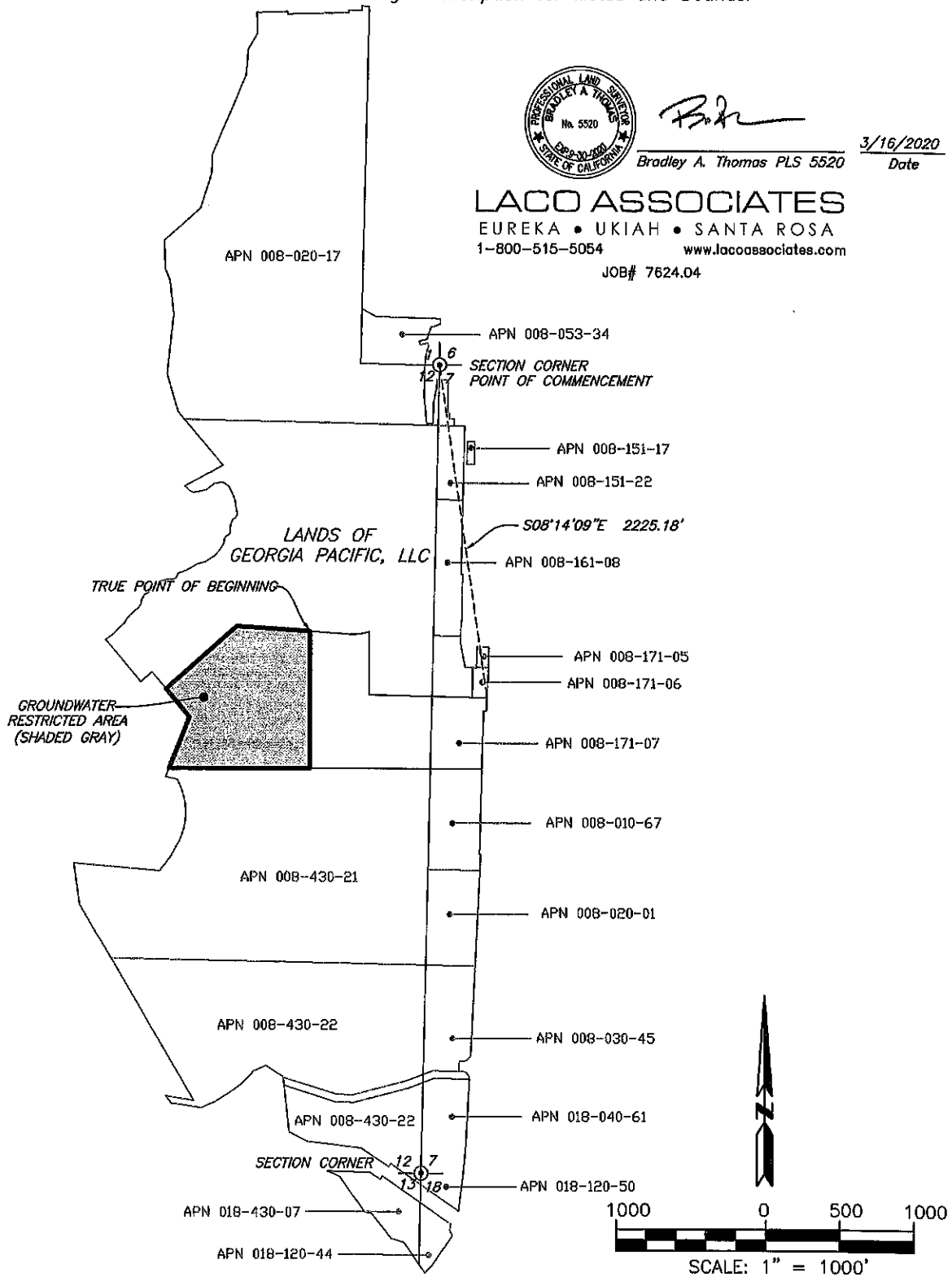
Bradley A. Thomas PLS 5520

3/16/2020  
Date

## LACO ASSOCIATES

EUREKA • UKIAH • SANTA ROSA  
1-800-515-5054 www.lacoassociates.com

JOB# 7624.04



# Exhibit "A3"

## Legal Description

### Soil Vapor Restricted Area

The lands 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 Vapor Restricted area encumbering a portion of the Lands of Georgia-Pacific LLC lying within Section 12 of Township 18 North, Range 18 West and Sections 6 and 7 of the Township 18 North, Range 17 West Mount Diablo Base Meridian, being more particularly described as:

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 Base and Meridian; Thence S 8°14'09" E, 2,225.18 feet more or less to a point on the Easterly line of said lands of Georgia-Pacific, LLC as described in document number 2007-05838 Mendocino County Records, also being the Southeast corner of Parcel 1 of Parcel Map recorded in Case 2, Drawer 72, Page 79, Mendocino County records; Thence N 88°43'25" W, 790.48 feet; Thence North 417.10 feet more or less to a point on the South line of The Alternate Future Trail Dedication Area, described as Exhibit "A" in document number 2017-05838; Thence along a non-tangent 300.00 foot radius curve to the right from which a radial line bears N 19°58'20" W, Thence Westerly along said curve 125.49 feet through a central angle of 23°58'00"; Thence N 86° 00'20" W, 402.19 feet to the **True Point of Beginning**; Thence continuing along the Alternate Future Trail Dedication N 86°00'20" W, 240.80 feet; Thence leaving the south line of the Alternate Future Trail Dedication South 148.78 feet; Thence East 240.22 feet; Thence North 132.00 feet to the True Point of Beginning.

Containing 0.77 acres more or less

Basis of Bearings referenced to that certain Record of Survey filed in Case 2 Drawer 77 Pages 68 and 69, Mendocino County records.

Prepared by,



**Bradley A. Thomas, PLS 5520**  
*My License Expires: 9/30/2020*  
File No. 7624.04  
**16 March 2020**



LACO



# SKETCH TO ACCOMPANY EXHIBIT 'A3'

This sketch is for graphical purposes only. Any errors or omissions on this sketch shall not affect the deed description.

See Exhibit "A3" Legal Description for Metes and Bounds.



*Bradley A. Thomas*

Bradley A. Thomas PLS 5520

3/16/2020  
Date

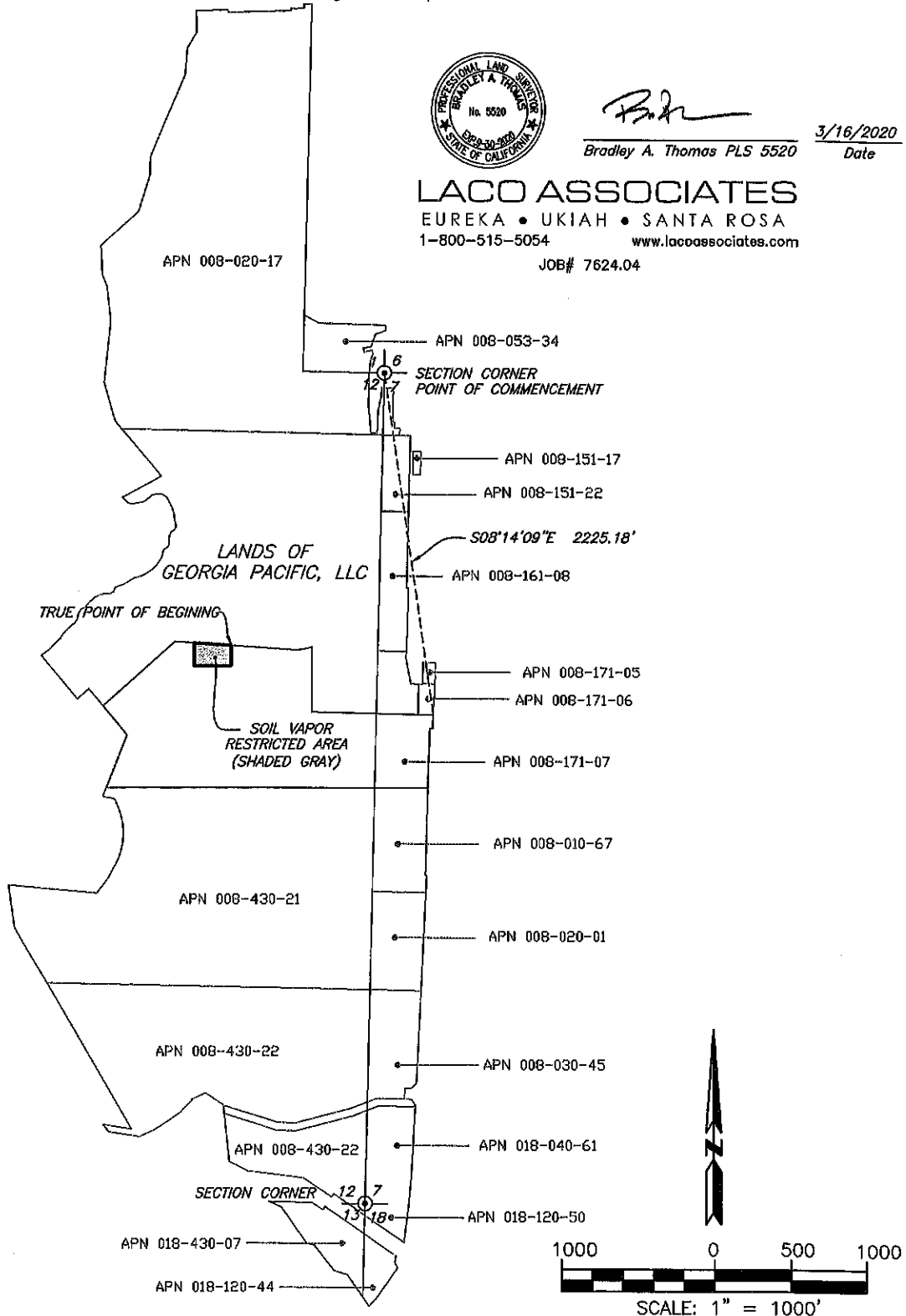
## LACO ASSOCIATES

EUREKA • UKIAH • SANTA ROSA

1-800-515-5054

www.lacoassociates.com

JOB# 7624.04



# Exhibit "A4"

## Legal Description

### Soil Restricted Area

The lands 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 Restricted area encumbering a portion of the Lands of Georgia-Pacific LLC lying within Section 12 of Township 18 North, Range 18 West and Sections 6 and 7 of the Township 18 North, Range 17 West Mount Diablo Base Meridian, being more particularly described as:

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 Base and Meridian; Thence S 8°14'09" E, 2225.18 feet more or less to a point on the Easterly line of said lands of Georgia-Pacific, LLC as described in document number 2007-05838 Mendocino County Records, also being the Southeast corner of Parcel 1 of Parcel Map recorded in Case 2, Drawer 72, Page 79, Mendocino County Records; Thence N88°43'25"W, 790.48 feet; Thence North 36.88 feet to the **True Point of Beginning**; Thence N 89°33'53" E, 110.53 feet; Thence North 125.45 feet; Thence East 110.53 feet; Thence South 124.61 feet to the True Point of Beginning.

Containing 0.32 acres more or less

Basis of Bearings referenced to that certain Record of Survey filed in Case 2 Drawer 77 Pages 68 and 69, Mendocino County records.

Prepared by,



**Bradley A. Thomas, PLS 5520**  
*My License Expires: 9/30/2020*  
File No. 7624.04  
**16 March 2020**



LACO



# SKETCH TO ACCOMPANY EXHIBIT 'A4'

This sketch is for graphical purposes only. Any errors or omissions on this sketch shall not affect the deed description.

See Exhibit "A4" Legal Description for Metes and Bounds.

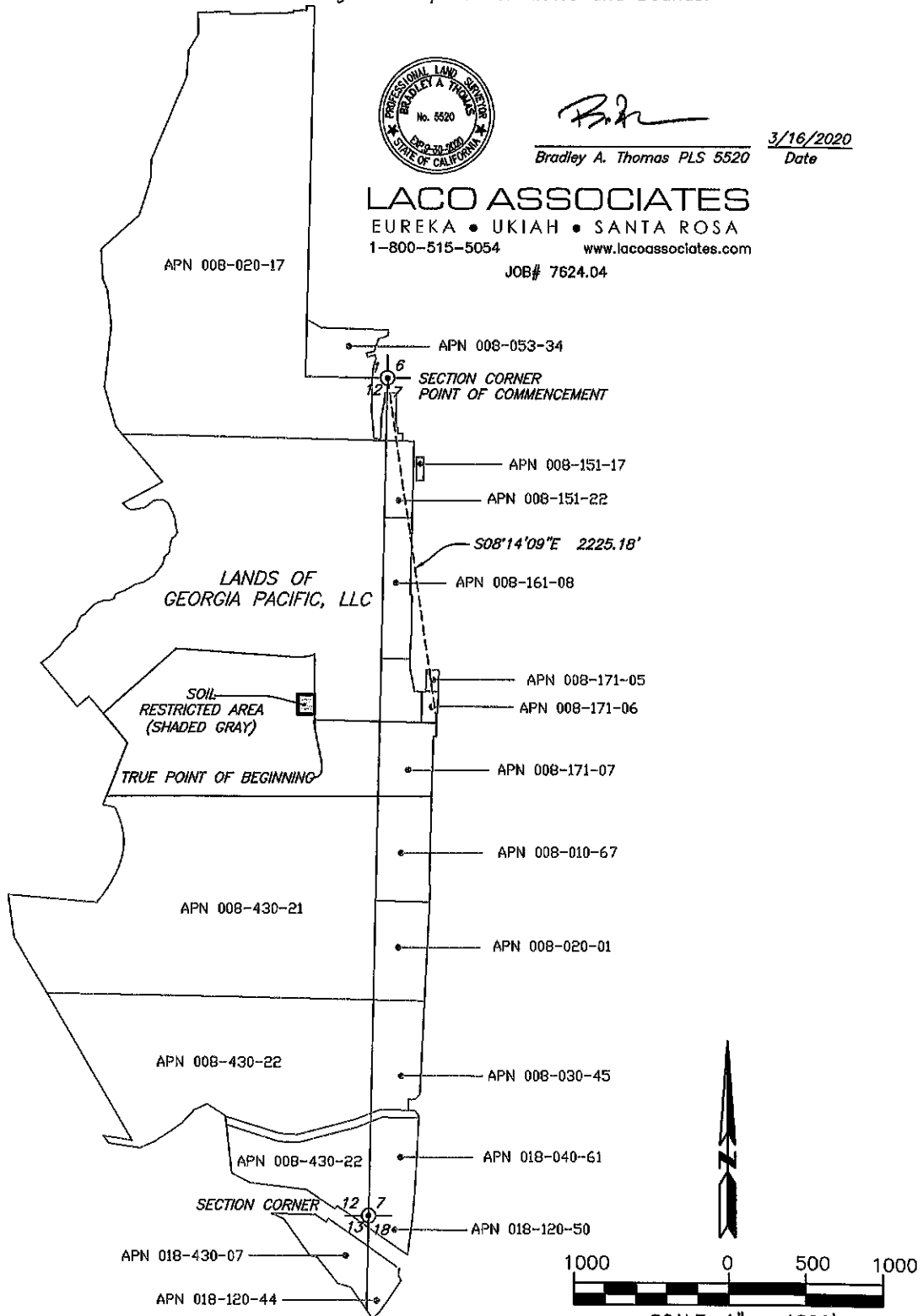


Bradley A. Thomas PLS 5520

3/16/2020  
Date

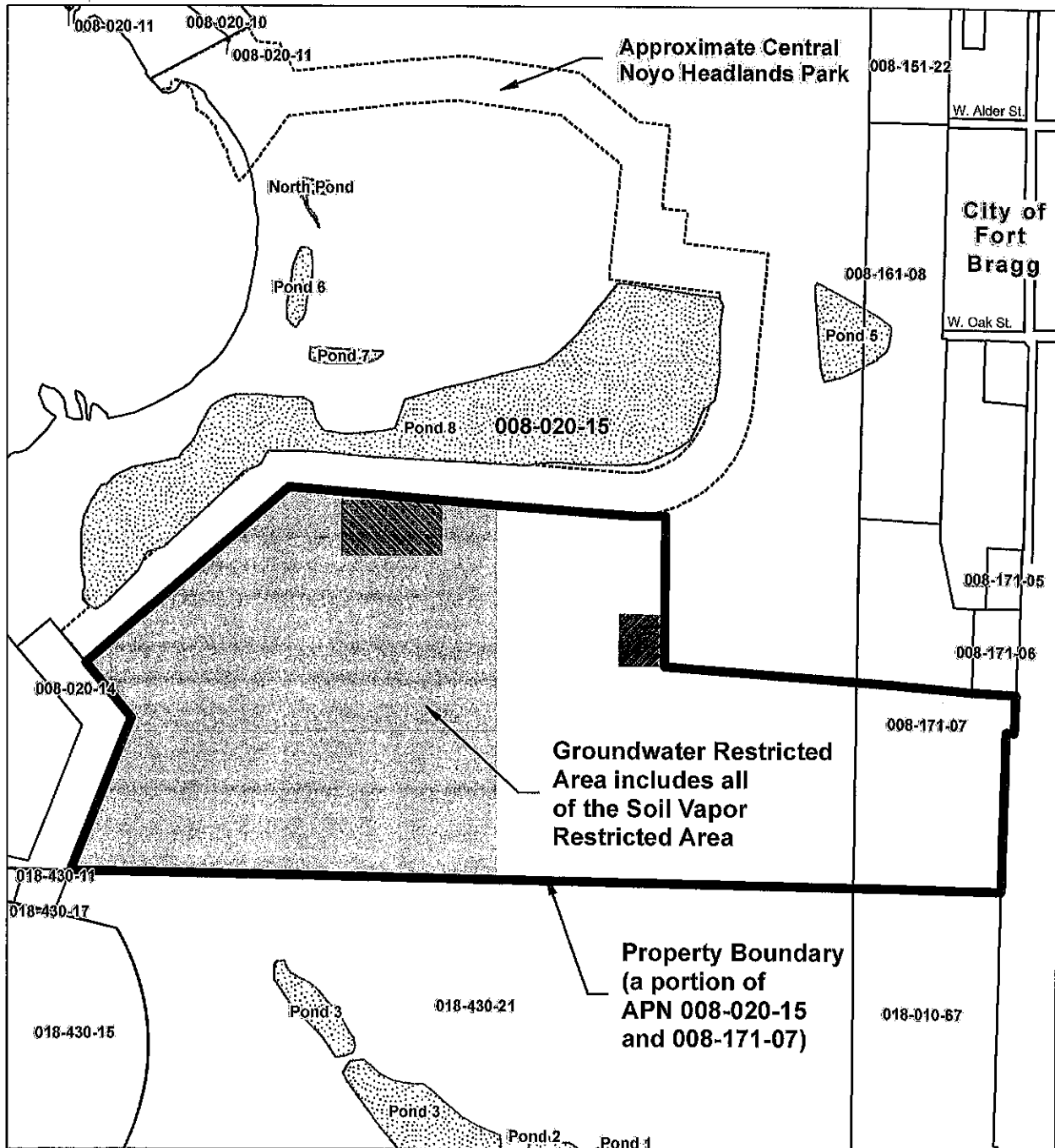
## LACO ASSOCIATES

EUREKA • UKIAH • SANTA ROSA  
1-800-515-5054 www.lacoassociates.com  
JOB# 7624.04



# Exhibit B: Location of Property

Former Georgia-Pacific Wood Products Facility  
Fort Bragg, California



## Legend



Property Boundary



Soil Restricted Area



Assessor Parcel



Groundwater Restricted Area



Soil Vapor Restricted Area

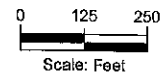
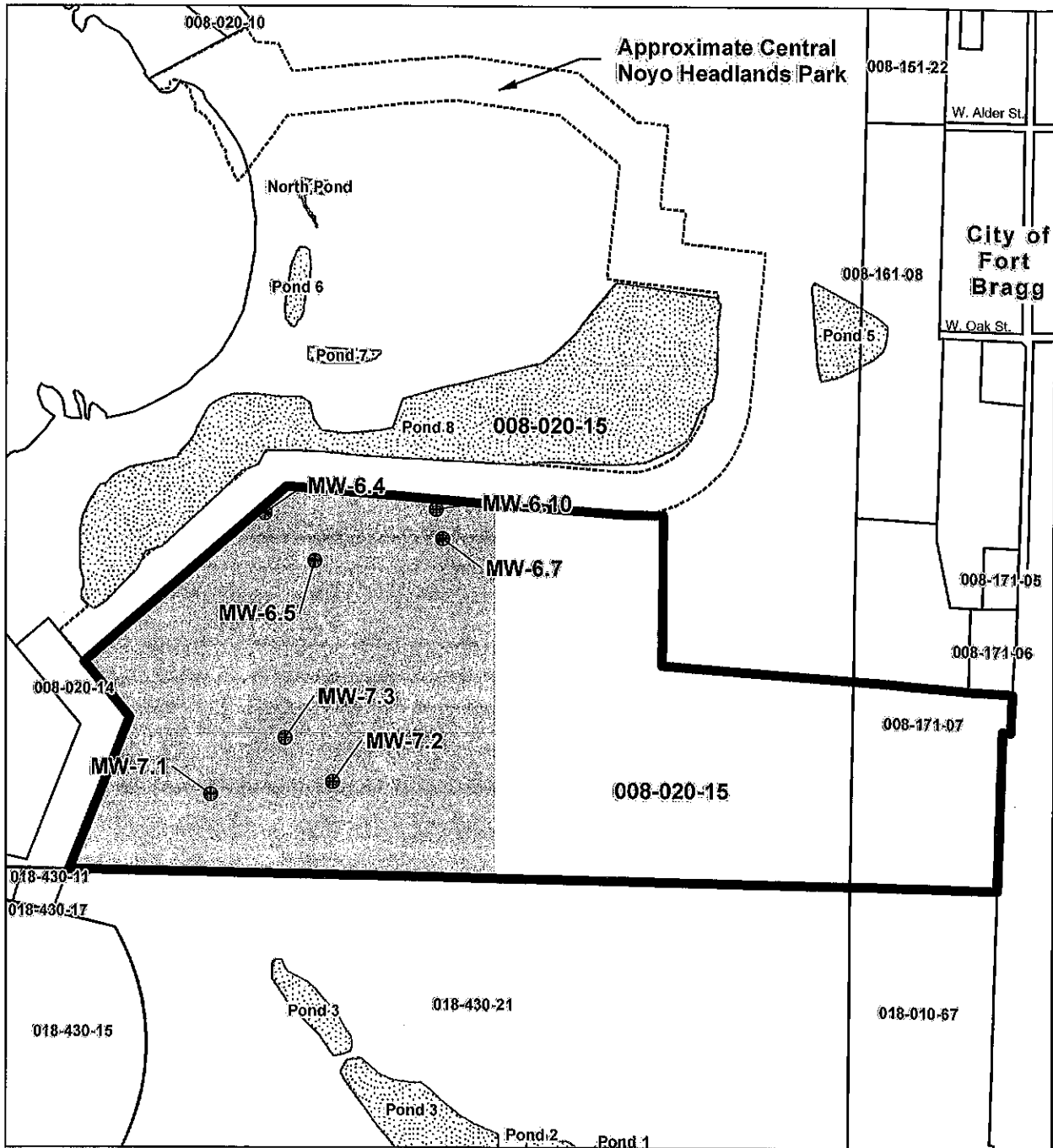


Figure prepared by Kennedy/Jenks Consultants.



# Exhibit C: Location of Groundwater Restricted Area

Former Georgia-Pacific Wood Products Facility  
Fort Bragg, California



## Legend





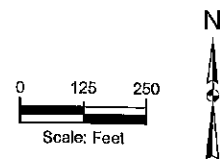
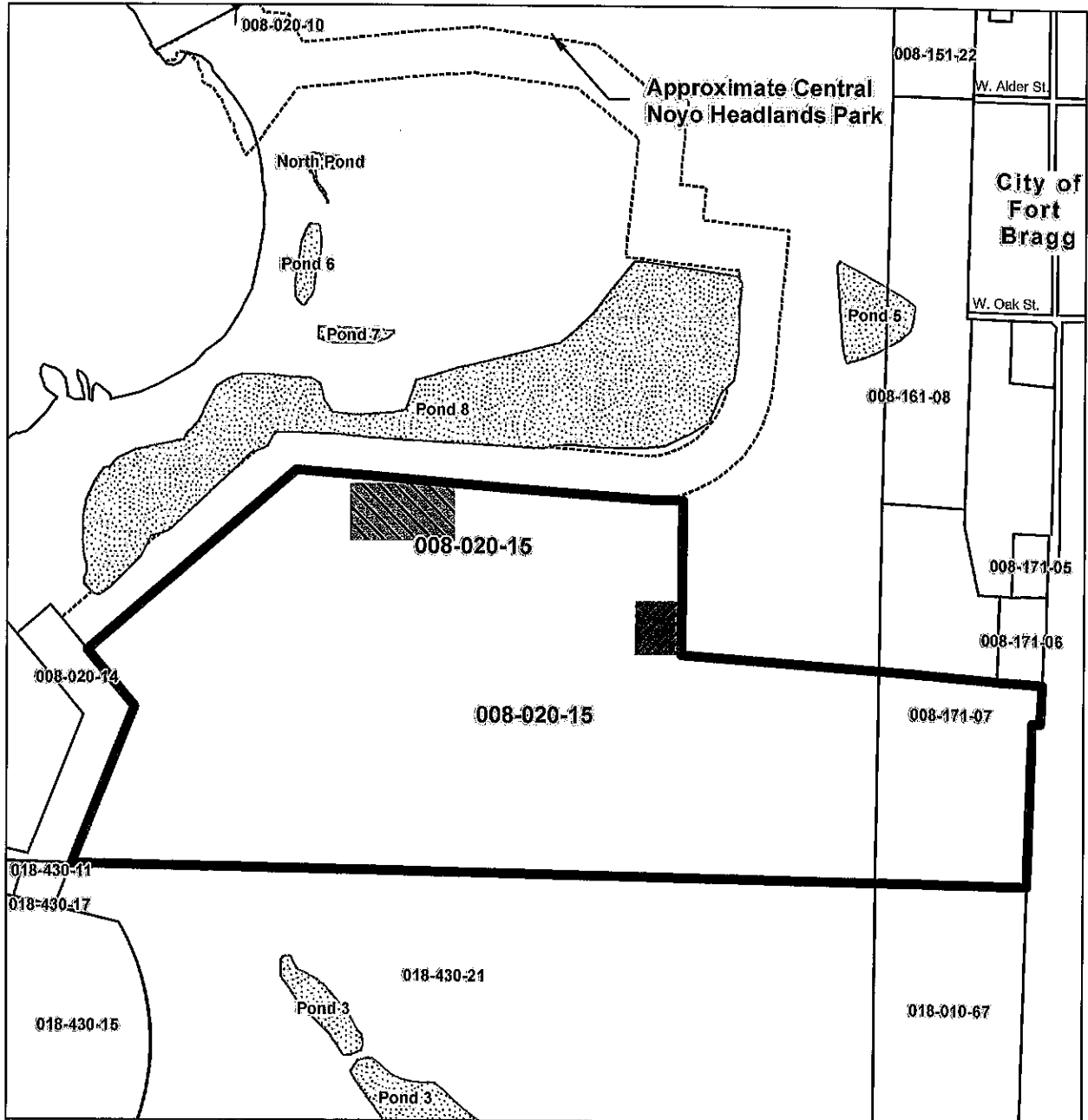
-  Property Boundary
-  Assessor Parcel
-  Groundwater Restricted Area
-  Monitoring Well

Figure prepared by Kennedy/Jenks Consultants.



# Exhibit D: Location of Soil Restricted Area and Soil Vapor Restricted Area

Former Georgia-Pacific Wood Products Facility  
Fort Bragg, California



## Legend





- |   |  |
|---|--|
|  Property Boundary |  Soil Restricted Area       |
|  Assessor Parcel   |  Soil Vapor Restricted Area |

Figure prepared by Kennedy/Jenks Consultants.

