

RESOLUTION NO. OB 2014-01

RESOLUTION OF THE OVERSIGHT BOARD TO FORT BRAGG REDEVELOPMENT SUCCESSOR AGENCY AFFIRMING AN ENVIRONMENTAL OVERSIGHT AGREEMENT BETWEEN THE FORT BRAGG REDEVELOPMENT SUCCESSOR AGENCY AND THE CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY, DEPARTMENT OF TOXIC SUBSTANCES CONTROL (DTSC) TO CONTINUE EXERCISING AUTHORITY UNDER POLANCO REDEVELOPMENT ACT

WHEREAS, the Oversight Board to the Fort Bragg Redevelopment Successor Agency is responsible for scrutinizing the Successor Agency's actions and its determination of which obligations are enforceable; and

WHEREAS, the Oversight Board to the Fort Bragg Redevelopment Successor Agency has previously determined that the Fort Bragg Redevelopment Agency's "2007 Environmental Oversight Agreement" with the California Environmental Protection Agency, Department of Toxic Substances Control (DTSC) as adopted by Resolution R132-2007 of the Fort Bragg Redevelopment Agency on September 24, 2007 is an enforceable obligation; and

WHEREAS, the 2007 Environmental Oversight Agreement with DTSC was intended to establish a mutually beneficial working relationship between the Fort Bragg Redevelopment Agency and DTSC to cooperatively address the environmental remediation of the former Georgia-Pacific Mill Site in the City of Fort Bragg in accordance with the Polanco Redevelopment Act; and

WHEREAS, consultation between the Fort Bragg Redevelopment Agency and its successor, the Fort Bragg Redevelopment Successor Agency and DTSC under the Polanco Redevelopment Act has been ongoing and is listed on the Fort Bragg Redevelopment Successor Agency's Recognized Obligation Payment Schedule; and

WHEREAS, an updated Environmental Oversight Agreement between DTSC and the Fort Bragg Redevelopment Successor Agency is desired to clarify the Successor Agency to the Fort Bragg Redevelopment Agency's role in light of the dissolution of the Fort Bragg Redevelopment Agency pursuant to City Council Resolution No. 3504-2012 which confirmed the City's intent to become the successor entity for the Fort Bragg Redevelopment Agency; and

WHEREAS, Fort Bragg Redevelopment Successor Agency staff and the staff of DTSC have prepared an updated Environmental Oversight Agreement as presented in Exhibit "A" and incorporated herein by reference; and

WHEREAS, on January 27, 2014, the Governing Board of the Fort Bragg Successor Agency adopted Resolution No. RS 04-2014 approving the Environmental Oversight Agreement with DTSC in a form as shown in Exhibit A, attached, and authorizing the Executive Director to execute said Agreement on behalf of the Successor Agency; and

WHEREAS, the Oversight Board to Fort Bragg Redevelopment Successor Agency finds that the Environmental Oversight Agreement with DTSC is necessary to facilitate consultation between the Fort Bragg Redevelopment Successor Agency and DTSC with regard to the

environmental remediation of the former Georgia-Pacific Mill Site property in accordance with the Polanco Redevelopment Act.

NOW, THEREFORE, BE IT RESOLVED that the Oversight Board to Fort Bragg Redevelopment Successor Agency does hereby affirm the Fort Bragg Redevelopment Successor Agency's action to approve the Environmental Oversight Agreement with DTSC in a form as shown in Exhibit A, attached,

The above and foregoing Resolution was introduced by Board Member Deitz, seconded by Board Member Cimolino, and passed and adopted at a regular meeting of the Oversight Board to Fort Bragg Redevelopment Successor Agency held on the 27th day of February 2014, by the following vote:

AYES: Board Members Cimolino, Deitz, Knopp, Tichinin, and Chair Turner.
NOES: None.
ABSENT: Board Member Allen.
ABSTAIN: None.



**Dave Turner,
Chair**

ATTEST:

Cynthia M VanWormer
Cynthia M. VanWormer, MMC
Oversight Board Secretary

**Environmental Oversight Agreement
For the City of Fort Bragg Redevelopment Successor Agency
Contract No. _____**

1. INTRODUCTION and RECITALS

1.0 This Environmental Oversight Agreement ("Oversight Agreement") is made between the Fort Bragg Redevelopment Successor Agency ("Agency"), and the California Environmental Protection Agency, Department of Toxic Substances Control ("DTSC"). The Parties intend by this Oversight Agreement to establish a mutually beneficial working relationship and to cooperatively address the former Georgia-Pacific Mill Site ("Mill Site") in the City of Fort Bragg (Mendocino County, California). The former Fort Bragg Redevelopment Agency and DTSC both shared the mission to revitalize and reuse Brownfields properties to address known or perceived environmental contamination in order to provide significant benefits to the economy and health of surrounding communities. DTSC is committed to working in partnership with communities to restore contaminated properties to productive use, while ensuring that cleanups are protective of public health and the environment. The Agency has various enforceable obligations requiring it to continue its activities related to the Mill Site. This work began under a 2007 Environmental Oversight Agreement between the Fort Bragg Redevelopment Agency and DTSC, was listed in the Agency's Recognized Obligation Payment Schedule, and continues under this Oversight Agreement.

1.1. Purpose of Agreement. The purpose of this Oversight Agreement is to define the roles and responsibilities of DTSC and the Agency in the continued cleanup and planning process for redevelopment of the Mill Site; to facilitate an environmentally sound investigation and remediation of the Mill Site to a condition that is safe for redevelopment and reuse; to provide a framework for the reimbursement of DTSC's oversight costs; and to assist the Agency and others in meeting the environmental requirements to obtain the immunities and protections under the Polanco Redevelopment Act set forth in Health & Safety Code sections 33459-33459.8 ("Polanco Act"), and such other California and federal statutes as may be appropriate. The Polanco Act provides immunities to a redevelopment agency, any person who has an agreement with a redevelopment agency for the redevelopment of a brownfields site, and any subsequent purchaser and lenders for any release or releases identified in and addressed as specified in an approved removal or remedial action plan ("Cleanup Plan"). Immunities do not apply to any person responsible for the releases addressed in the Cleanup Plan. (Cal. Health & Safety Code section 33459.3.)

1.2. Parties. DTSC and the Agency are collectively the "Parties" to this Oversight Agreement.

1.3. Jurisdiction.

1.3.1. Agency Jurisdiction. Under Health and Safety Code Section 34173, the Agency, as the successor to the Fort Bragg Redevelopment Agency is obligated to satisfy recognized enforceable obligations. Among the Fort Bragg Redevelopment Agency's enforceable obligations was the requirement to complete certain actions under the Polanco Act. Health and Safety Code section 33459.1, subdivision (a)(1) of the Polanco Act authorized redevelopment agencies to take any actions that the redevelopment agency determines are necessary and that are consistent with state and federal laws to remedy or remove a release of hazardous substances, as defined in Health and Safety Code section 33459, subdivision (c), on, under, or from a property located in a "Redevelopment Project Area," as defined in Health and Safety Code section 33320.1 ("Project Area"), whether the redevelopment agency owns the property or not, if any one of the conditions in Health and Safety Code section 33459.1, subdivision (b) is met. Pursuant to Health and Safety Code section 33459.1, subdivision (c), even if the conditions in Health and Safety Code section 33459.1, subdivision (b) are not met, the redevelopment agency may take actions to investigate or conduct feasibility studies or, if the redevelopment agency determines that the environmental condition of a property requires immediate action, the redevelopment agency may take actions to remedy or remove a release of hazardous substances. On January 8, 2007, the Fort Bragg Redevelopment Agency adopted Resolution No. R-131-2007 authorizing the use of the Polanco Redevelopment Act in the Project Area and authorizing the Fort Bragg Redevelopment Agency to enter into an Environmental Oversight Agreement with DTSC, and on March 26, 2007, the Fort Bragg Redevelopment Agency adopted Resolution No. R-132-2007 authorizing entry into the 2007 Environmental Oversight Agreement. On January 9, 2012 the City adopted Resolution No. 3504-2012 confirming the City's intent to become the successor entity for the Fort Bragg Redevelopment Agency. On January 27, 2014, the Agency adopted Resolution No. RS04 authorizing entry into this Oversight Agreement. A copy of Resolution Nos. R-131-2007, R-132-2007, 3504-2012, and RS04 are attached to this Oversight Agreement as Exhibit A.

1.3.2. DTSC Jurisdiction. Health and Safety Code section 25201.9 authorizes DTSC to enter into agreements to perform consultative services for the purposes of providing assistance in complying with chapter 6.8 of division 20 of the Health and Safety Code. Health and Safety Code sections 33459-33459.8 and section 58009 authorize DTSC to take proper and necessary actions for the protection and preservation of the public health as required for the efficient exercise of DTSC's activities under the Polanco Act.

1.4. Properties. The properties subject to this Oversight Agreement comprise the former Georgia-Pacific Mill Site in the City of Fort Bragg. A portion of the former Mill Site is owned, as of January 5, 2010, by the City of Fort Bragg and is referred to as the Coastal Trail and Parkland Property. The remainder is owned, as of January 5, 2010, by Georgia-Pacific LLC. The Georgia-Pacific property includes the following Assessor

Parcel Numbers (APNs): 008-053-034; 008-151-022; 018-161-08; 008-171-05; 008-171-06; 008-171-07; 018-010-067; 018-020-01; 018-030-42; 018-040-52; 018-120-43; 018-120-44; and 018-120-19. The City of Fort Bragg, Coastal Trail and Parkland Property includes the following APNs: 018-430-010; 018-430-011; 018-430-012; 008-020-010; 008-020-011; 008-020-012). Properties owned by Georgia-Pacific LLC and the City of Fort Bragg are within the Project Area and are subject to enforceable obligations by the Agency. Georgia-Pacific LLC is a responsible party for the environmental investigation and remediation of the Mill Site. Georgia-Pacific, LLC, is the successor to Georgia-Pacific Corporation. A map of the Project Area located within the City limits is attached as Exhibit B; and a map and legal description of the Mill Site are included in Exhibit C, attached to this Oversight Agreement.

1.5. Order. DTSC issued a Site Investigation and Remediation Order ("Order") to Georgia-Pacific Corporation, Docket No. HSA-RAO 06-07-150, on February 16, 2007. The Order addresses the Mill Site and other areas of the City and shoreline impacted by contaminants from the Mill Site. This Oversight Agreement relates solely to the Mill Site as identified in Exhibit C and not necessarily to other areas impacted by contaminants from the Mill Site that may be located outside of the Redevelopment Project Area.

2. AGREEMENT

THE PARTIES HEREBY AGREE THAT,

2.0. Activities to be Conducted. DTSC and the Agency will undertake activities as specified in this Oversight Agreement to provide for Technical Consultation by DTSC related to site investigation, assessment, remediation and mitigation, or services related to activities to assess hazardous substances releases as may be necessary or helpful for the Agency to meet its enforceable obligations. The parties acknowledge and agree that all work performed pursuant to this Oversight Agreement is intended to be consistent with Health and Safety Code sections 33459-33459.8, or Health and Safety Code sections 25300-25395.45, as appropriate.

2.0.1. Technical Consultation. Upon the request of the Agency's Oversight Agreement Manager identified under Section 2.4 and subject to the availability of DTSC resources, DTSC will provide technical consultation to the Agency in accordance with the Scope of Work contained in Exhibit D, attached to this Oversight Agreement. Technical consultation may include, but is not limited to, participating in meetings, conferences, workshops, and/or conference calls, researching responses to Agency's questions, reviewing existing data and preliminary reports submitted by the Agency or in DTSC's files, conducting site visits and performing general activities to scope a project. Technical consultation does not include oversight of removal, remediation or other site cleanup activities that are covered under the Order.

2.0.2. Property Oversight. The only site subject to this Oversight Agreement is the Mill Site. Any reference to the "Property" or "group of Properties" in this Oversight

Agreement and its incorporated exhibits shall mean the Mill Site, or any portion of the Mill Site.

2.0.2.1. DTSC will provide review and oversight of the environmental investigation, , and Cleanup Plans/Remedial Action Plans (RAPs), remediation and the associated public participation process for the Mill Site, as appropriate, in accordance with the Scope of Work contained in Exhibit D attached to this Oversight Agreement and as the Parties may further develop the Scope of Work. The Parties will conduct the review and oversight activities to facilitate the cleanup of and prepare all or portions of the Mill Site for redevelopment. Further, the Parties agree that any deadlines or time frames included in the Order and relating to the Mill Site will not be inconsistent with the schedule included as Exhibit E to this Oversight Agreement. DTSC will provide oversight, as appropriate, of field activities, including but not limited to observation of sampling activities and implementation of Cleanup Plans. DTSC's completion of the activities described in the Scope of Work shall constitute DTSC's complete performance under this Oversight Agreement.

2.0.2.2. Foreseeable Uses of the Mill Site. The foreseeable use of the Mill Site will be determined by the planning documents listed in Section 2.1. Any and all cleanup required should be to levels consistent with the uses provided in the planning documents identified in Section 2.1. Additionally, DTSC agrees that any land use covenant for any portion of the Mill Site shall not be inconsistent with the cleanup levels. Cleanup levels shall be consistent with anticipated land uses and zoning. Before executing any land use covenant for any portion of the Mill Site, DTSC shall first consult the Agency. The Agency is responsible for coordinating its comments and concerns with the City of Fort Bragg and conveying them to DTSC in a timely manner.

2.0.2.3. Georgia-Pacific Default. In the event that Georgia-Pacific Corporation, Georgia-Pacific LLC or any other responsible party does not clean up the Mill Site, the Agency may undertake the cleanup, or may direct or arrange for a third party to conduct those activities in the same manner and in accordance with the same schedule under DTSC's oversight and under this Oversight Agreement.

2.1. Mill Site Planning Process. The City of Fort Bragg will be solely responsible for developing the Specific Plan, the Coastal Trail Master Plan, and any additional planning documents for reuse of the Mill Site. Additionally, the City of Fort Bragg will amend the City's General Plan and zoning code to the extent necessary to effectuate the reuse of the Mill Site.

2.2. Amendment of Exhibits. Upon approval in writing by the Oversight Agreement Manager for DTSC and by the Agency, Exhibits A, B, C, D, E and F may be amended and the Exhibits, as amended, will be incorporated into this Oversight Agreement.

2.3. Additional Activities. Additional activities to the agreed upon Scope of Work may be conducted and DTSC oversight provided by amendment to an Exhibit in accordance with Sections 2.3 and 2.8. If DTSC expects additional oversight costs to be incurred

related to these additional activities, DTSC will provide an estimate of the additional oversight cost to the Agency as an amendment to Exhibit F, as provided in section 2.8.

2.4. **Oversight Agreement Managers and Project Managers.** The Regional Branch Chief, Brownfields and Environmental Restoration Program – Berkeley Office, is designated by DTSC as its Manager for this Oversight Agreement. The City Manager, Linda Ruffing, is designated by the Agency as Manager for this Oversight Agreement. Each Party to this Oversight Agreement will provide at least ten (10) days advance written notice to the other of any change in its designated Oversight Agreement Manager. Both DTSC and the Agency reserve the right to appoint different Project Managers, pursuant to this Oversight Agreement, for different phases of the Mill Site cleanup that may be ongoing at the same time.

2.5. **Notices and Submittals.**

2.5.1. All notices, documents and communications that are to be given under this Oversight Agreement, unless otherwise specified, will be sent to the respective Parties at the following addresses:

To DTSC:

Regional Branch Chief
ATTN: Thomas Lanphar, GP Fort Bragg Project Manager
Department of Toxic Substances Control
Brownfields and Environmental Restoration Program – Berkeley Office
700 Heinz Avenue
Berkeley, California
Phone: (510) 540-3776
Facsimile: (510) 540-3819

To the Agency:

Linda Ruffing
Successor Agency Director
Fort Bragg Redevelopment Successor Agency
416 North Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Facsimile: (707) 961-2802

2.5.2. The parties will give such notices to known property owners and other parties as required by applicable law.

2.6. **DTSC Document Review and Approval.** If DTSC determines that any report, plan, schedule or other document submitted for approval pursuant to this Oversight Agreement does not meet the conditions in this Oversight Agreement or fails to protect

public health or safety or the environment, DTSC will consult with the Agency and either (1) return comments to the Agency with recommended changes or (2) modify the document, with Agency concurrence, as deemed necessary and approve the document as modified. DTSC and Agency will discuss the schedule every six months or more frequently as needed.

2.7. Payment. An estimate of DTSC's oversight costs for the Scope of Work described in Exhibit D is contained in Exhibit F. The Cost Estimate includes all labor, materials and expenses anticipated by DTSC in performing the services contemplated by this Oversight Agreement and specified in the Scope of Work for the Mill Site. To the extent the activities and services performed relate to the work required in the Order, DTSC has excluded those costs from Exhibit F and will bill that work to Georgia-Pacific Corporation. The Parties understand that the Cost Estimate set forth in Exhibit F is an estimate and cannot be relied upon as the final cost figure. The Agency agrees to pay (1) all costs incurred by DTSC in association with preparation of this Oversight Agreement and for review of documents submitted by the Agency prior to the effective date of the Oversight Agreement that are not otherwise required under the Order; and (2) all costs incurred by DTSC in implementing and providing oversight or conducting other activities pursuant to this Oversight Agreement that are not otherwise required under the Order. Costs incurred will include interest on unpaid amounts that are billed and outstanding more than 60 days from the date of DTSC's quarterly invoice. DTSC will notify the Agency in writing when it approaches charges of sixty-five percent (65%) of the total Cost Estimate in Exhibit F. The parties agree to re-evaluate the budget to determine if either a revised estimate or scope of work is needed at the time of the written notice or whether the Agency wishes to terminate as provided in Section 23 of the Standard Provisions. If DTSC or the Agency anticipates a change in the Scope of Work or the need for revision of the Cost Estimate, DTSC will provide a revised estimate in advance of exceeding the total cost estimate.

2.7.1. For any costs not otherwise covered that are payable to DTSC under this Agreement, DTSC will invoice the Agency quarterly. The Agency agrees to pay the additional costs within sixty (60) days of receipt of DTSC's quarterly invoice.

2.7.2. All payments made by the Agency for activities performed pursuant to this Oversight Agreement will be by check made payable to the "Department of Toxic Substances Control," and bearing on its face the project code 201970 (See Exhibit B) and the Contract Number of this Oversight Agreement. Payments shall be sent to:

Department of Toxic Substances Control
Accounting/Cashier
1001 I Street, 21st Floor (MS-21A)
P.O. Box 806
Sacramento, California 95812-0806

2.8. Exhibits. Standard provisions of this Oversight Agreement are contained in Exhibit G (Oversight Agreement Standard Provisions), which is attached to this

Oversight Agreement. All exhibits attached to this Oversight Agreement, including Exhibit G, are incorporated into this Oversight Agreement by reference.

2.9. Effective Date. The effective date of this Oversight Agreement is the date when this Oversight Agreement is fully executed.

2.10. Representative Authority. Each undersigned representative of the Parties to this Oversight Agreement certifies that she or he is fully authorized to enter into the terms and conditions of this Oversight Agreement and to execute and legally bind the Parties to this Oversight Agreement.

2.11. Counterparts. This Oversight Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one and the same document.

Sandra Poindexter, Chief
Contract Development and Implementation Unit
Department of Toxic Substances Control

Date: _____



Fort Bragg Redevelopment Successor Agency
Linda Ruffing
Successor Agency Director

Date: 1.28.14

EXHIBITS

- A. FORT BRAGG'S AUTHORIZING RESOLUTIONS (R-131-2007, R-132-2007, 3504-2012, AND ~~104-2014~~)
- B. MAP OF CITY THAT IDENTIFIES THE REDEVELOPMENT PROJECT AREA(S) WITHIN CITY LIMITS
- C. DESCRIPTION AND MAP OF THE MILL SITE
- D. SITE SPECIFIC SCOPE OF WORK FOR REMEDIATION OVERSIGHT
- E. SCHEDULE FOR MILL SITE INVESTIGATION, PLANNING COORDINATION AND CLEANUP
- F. COST ESTIMATE FOR THE MILL SITE
- G. OVERSIGHT AGREEMENT STANDARD PROVISIONS

RESOLUTION NO. R131-2007

RESOLUTION OF THE FORT BRAGG REDEVELOPMENT AGENCY TO AUTHORIZE USE OF THE POLANCO REDEVELOPMENT ACT, CALIFORNIA HEALTH & SAFETY CODE SECTION 33459 ET SEQ., IN THE REDEVELOPMENT PROJECT AREA

WHEREAS, the Fort Bragg Redevelopment Agency is authorized to assist in the reuse and redevelopment of properties within the Fort Bragg Redevelopment Project Area; and

WHEREAS, properties in the Redevelopment Project Area may be contaminated with environmental contamination which has or may impact the redevelopment of these properties; and

WHEREAS, to facilitate the redevelopment of the properties in the Redevelopment Project Area, the Fort Bragg Redevelopment Agency seeks to utilize the protective provisions, the cost recovery provisions, and the information gathering provisions of the Polanco Redevelopment Act, California Health & Safety Code section 33459 *et. seq.*; and

WHEREAS, to facilitate the redevelopment of contaminated properties, the Polanco Redevelopment Act allows redevelopment agencies to:

- A. Request environmental information (Phase I and Phase II environmental site assessments) from landowners and operators of properties in the redevelopment project area;
- B. Provide notice to responsible parties to prepare a removal or remedial action plan in conformance with the National Contingency Plan;
- C. Review, approve or reject removal or remedial action plans prepared by responsible parties;
- D. Enter into agreements with responsible parties or third parties to do the removal or remedial work;
- E. Undertake the removal or remedial work or cause a third party to do the removal or remedial work if the removal or remedial action plan is not prepared by the responsible party or is insufficient;
- F. Initiate cost recovery litigation to recover the costs of clean-up conducted by or on behalf of the Fort Bragg Redevelopment Agency;
- G. Petition the California Environmental Protection Agency when appropriate to designate an administering agency to oversee implementation of the removal or remedial actions on the property;
- H. Enter into agreements with environmental regulatory agencies to provide oversight services;
- I. Procure environmental consulting services in compliance with applicable procurement policies; and

- J. Conduct other activities as authorized under the Polanco Redevelopment Act to facilitate the reuse and redevelopment of contaminated properties.

NOW, THEREFORE, THE AGENCY BOARD OF THE FORT BRAGG REDEVELOPMENT AGENCY DOES HEREBY RESOLVE AS FOLLOWS:

1. That the Fort Bragg Redevelopment Agency may retain its executive authority, or delegate authority to the Executive Director, or designee, to take the following actions authorized by the Polanco Redevelopment Act to assist in the cleanup, reuse and redevelopment of contaminated properties in the Redevelopment Project Area:
 - A. Require that owners and operators of the contaminated properties provide the redevelopment agency with all existing environmental information or prepare such information, pursuant to California Health & Safety Code section 33459.1(e).
 - B. Issue notices to responsible parties to prepare a removal or remedial action plan within sixty (60) days and to agree to a schedule to implement the removal or remedial action plan within an additional sixty (60) days pursuant to California Health & Safety Code section 33459.1(b)(2).
 - C. Issue a request to either the California Department of Toxic Substances Control, the California Regional Water Quality Control Board or an administering agency for clean-up guidelines pursuant to California Health & Safety Code section 33459.1(a)(1).
 - D. Review, approve or reject removal or remedial action plans submitted by responsible parties depending upon whether those plans are consistent with the Fort Bragg Redevelopment Agency's redevelopment planning and schedule for redevelopment of the contaminated properties and whether such removal or remedial actions are consistent with the National Contingency Plan pursuant to California Health & Safety Code section 33459.1(b)(2).
 - E. Enter into agreements with responsible parties or third parties to prepare and implement removal or remedial actions which are approved by environmental regulatory agencies pursuant to California Health & Safety Code section 33459.1(b)(3).
 - F. Undertake removal or remedial actions or cause a third party to undertake removal or remedial actions if responsible parties fail to prepare or insufficiently prepare an appropriate removal or remedial action plan within the sixty (60) day period specified for preparation of the removal or remedial action plan, or if the responsible parties fail to perform their obligations under an approved removal or remedial action plan or fail to comply with the cleanup schedule pursuant to California Health & Safety Code section 33459.1(a) and (b)(2) and (3).
 - G. Initiate cost-recovery litigation to recover clean-up costs expended by or on behalf of the Fort Bragg Redevelopment Agency pursuant to California Health & Safety Code section 33459.1(b) and (c) and 33459.4.
 - H. Petition the site designation committee of the California Environmental Protection Agency to designate an administering agency to oversee implementation of the

removal or remedial action plan pursuant to California Health & Safety Code section 33459.1(d).

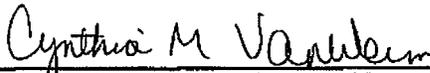
- I. Procure environmental consulting services in accordance with applicable procurement procedures under California Health & Safety Code section 33459.4 (a).
- J. Enter into agreements with environmental regulatory agencies to provide oversight services including review and approval of the removal or remedial action plan and the remediation, and issuing all letters required by the Polanco Redevelopment Act, under California Health and Safety Code section 33459.3(m).
- K. Conduct other activities as authorized under the Polanco Redevelopment Act, California Health & Safety Code section 33459 *et. seq.* or under other State laws.

The above and foregoing Resolution was introduced by Agency Member Turner, seconded by Agency member Melo, and passed and adopted at a regular meeting of the Agency Board of the Fort Bragg Redevelopment Agency held on the 8th day of January, 2007, by the following vote:

AYES: Agency Members Turner, Melo, and Chair Hammerstrom.
NOES: Agency Members Courtney and Gjerde.
ABSENT: None.
ABSTAIN: None.


DOUG HAMMERSTROM,
Chair

ATTEST:


Cynthia M. VanWormer, CMC
Secretary



RESOLUTION NO. R132-2007

RESOLUTION OF THE FORT BRAGG REDEVELOPMENT AGENCY TO ADOPT A PROCUREMENT POLICY FOR ACTIONS TAKEN UNDER THE POLANCO REDEVELOPMENT ACT

WHEREAS, the Polanco Redevelopment Act, found at California Health & Safety Code Section 33459, *et seq.*, provides specifically in Section 33459.4(a) that a redevelopment agency may recover costs for environmental cleanup provided that the goods and services were procured in accordance with applicable procurement procedures; and

WHEREAS, by Resolution R131-2007, adopted on January 8, 2007, the Fort Bragg Redevelopment Agency indicated that it may choose to employ the Polanco Redevelopment Act in the Redevelopment Project Area and to undertake certain actions as appropriate and as authorized by the Polanco Redevelopment Act; and

WHEREAS, in order to maximize recovery of environmental cleanup costs as authorized under the Polanco Redevelopment Act, the Fort Bragg Redevelopment Agency desires to adopt a Fort Bragg Polanco Act Procurement Policy.

NOW, THEREFORE, THE AGENCY BOARD OF THE FORT BRAGG REDEVELOPMENT AGENCY DOES HEREBY RESOLVE AS FOLLOWS:

1. That, following notification of and approval by the Agency Board, the Executive Director of the Fort Bragg Redevelopment Agency is authorized to enter into the following contracts for work on properties in the Redevelopment Project Area subject to the Polanco Redevelopment Act:
 - A. Contracts with contractors or environmental consultants on the Fort Bragg Redevelopment Agency's list of approved consultants/contractors;
 - B. Contracts with owners of properties where Polanco Redevelopment Act activities are required, or contractors or environmental consultants who have contracted with or are preferred by owners of properties where Polanco Redevelopment activities are required;
 - C. Contracts with contractors or environmental consultants that may be retained by the California Environmental Protection Agency or the U.S. Environmental Protection Agency, the U.S. Army Corps of Engineers, the California Department of Fish and Game, or any other political subdivision or special district selected to undertake environmental investigation and remediation activities; or
 - D. Contracts with environmental regulatory agencies for environmental oversight, including without limitation, approval of a remedial action plan, oversight of the remediation, issuance of an interim immunity letter and issuance of a completion letter vesting immunities from State environmental regulatory action for any release or releases addressed in the removal or remedial action plan.
2. That the Executive Director, or designee, will compile a list of approved environmental consultants/contractors. This list shall be compiled pursuant to a request for

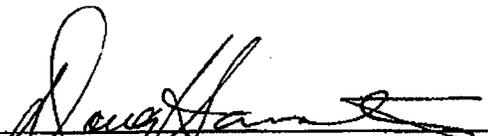
qualifications sent out to at least five environmental consulting firms doing business in the northern California area. Environmental contractors/consultants may be placed on the list if they meet the following qualifications:

- A. The ability to handle large and small projects;
 - B. The ability to meet redevelopment timelines;
 - C. The ability to conduct environmental investigation or remediation in a cost effective and efficient manner;
 - D. Have established and good working relationships with environmental regulatory agencies; and
 - E. Have a California Certified Geologist or Professional Engineer on staff and have on staff, or access to, other environmental professionals, such as risk assessors and geotechnical engineers.
3. That for any contract entered into pursuant to this Polanco Redevelopment Act Procurement Policy, the contract amounts shall be limited by funds available either independently or in combination through:
- A. Fort Bragg Redevelopment Agency or City of Fort Bragg approved funding sources;
 - B. Acquisition funds or funds the Fort Bragg Redevelopment Agency has withheld from negotiated purchase and sale agreements to conduct the environmental investigation and remediation;
 - C. Other third parties' or developers' funds in which the third parties or developers are committed via contract, deposit of funds, or some other financial assurance mechanism;
 - D. State or Federal government or some other political subdivision funding sources, such as U.S. EPA Brownfields Grants; or
 - E. Either the State or Federal Government or some other political subdivision has already contracted with an entity for services that could be used to accomplish or assist with work that is authorized and reimbursable under the Polanco Redevelopment Act and it is practical and efficient for the environmental work to be accomplished by that same contractor/environmental consultant.
4. That the Agency finds and determines that any contracts for environmental goods and services procured in the manner described above are in compliance with the Fort Bragg Redevelopment Agency's procurement policies.

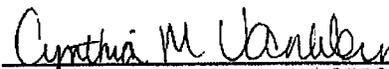
The above and foregoing Resolution was introduced by Agency Member Turner, seconded by Agency member Melo, and passed and adopted at a regular meeting of the Agency Board of the Fort Bragg Redevelopment Agency held on the 8th day of January, 2007, by the following vote:

AYES: Agency Members Turner, Melo, and Chair Hammerstrom.
NOES: Agency Members Courtney and Gjerde.
ABSENT: None.

ABSTAIN None.


DOUG HAMMERSTROM,
Chair

ATTEST:


Cynthia M. VanWormer, CMC
Secretary



RESOLUTION NO. 3504-2012

RESOLUTION OF THE FORT BRAGG CITY COUNCIL CONFIRMING INTENT FOR CITY OF FORT BRAGG TO BECOME THE SUCCESSOR ENTITY FOR THE FORT BRAGG REDEVELOPMENT AGENCY

WHEREAS, Assembly Bill 1X 26 (the "Dissolution Act") and Assembly Bill 1X 27 (the "Alternative Redevelopment Program Act") were enacted on June 28, 2011, to significantly modify the Community Redevelopment Law (Health & Safety Code §33000, et seq.; the "Redevelopment Law"); and

WHEREAS, on August 11, 2011, the California Supreme Court agreed to review the California Redevelopment Association and League of California Cities' petition challenging the constitutionality of the Redevelopment Restructuring Acts; and

WHEREAS, on December 29, 2011, the California Supreme Court ruled that the Dissolution Act is largely constitutional and the Alternative Redevelopment Program Act is unconstitutional; and

WHEREAS, the Court's decision means that all California redevelopment agencies will dissolve on February 1, 2012 pursuant to the Dissolution Act; and

WHEREAS, the Dissolution Act provides that the city that authorized the creation of the redevelopment agency shall be the "successor agency" to the dissolved redevelopment agency unless the city elects not to serve as the successor agency under Section 34173(d)(1) of the Redevelopment Law; and

WHEREAS, Section 34176(a) of the Redevelopment Law provides that the city that authorized the creation of a redevelopment agency may elect to retain the housing assets and functions previously performed by the former redevelopment agency; and

WHEREAS, the City of Fort Bragg (the "City") intends to, and shall serve as, the successor agency for the Fort Bragg Redevelopment Agency (the "Agency") in accordance with Section 34171(j) and Section 34173 of the Redevelopment Law; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby confirm its intent for the City of Fort Bragg to become the successor entity for the Fort Bragg Redevelopment Agency.

The above and foregoing Resolution was introduced by Councilmember Courtney, seconded by Councilmember Hammerstrom, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 9th day of January, 2012, by the following vote:

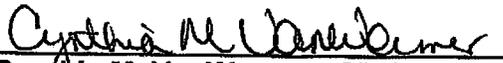
AYES: Councilmembers Courtney, Gjerde, Hammerstrom, and Mayor Turner.
NOES: None.
ABSENT: None.

ABSTAIN: None.

A handwritten signature in black ink, appearing to read 'Dave Turner', written over a horizontal line.

DAVE TURNER,
Mayor

ATTEST:


Cynthia M. VanWormer, CMC
City Clerk

RESOLUTION NO. RS 04-2014

RESOLUTION OF THE FORT BRAGG REDEVELOPMENT SUCCESSOR AGENCY APPROVING AN ENVIRONMENTAL OVERSIGHT AGREEMENT WITH THE CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY, DEPARTMENT OF TOXIC SUBSTANCES CONTROL (DTSC) TO CONTINUE EXERCISING AUTHORITY UNDER POLANCO REDEVELOPMENT ACT

WHEREAS, on January 8, 2007, the Fort Bragg Redevelopment Agency adopted Resolution R131-2007 authorizing the use of the Polanco Redevelopment Act in the Fort Bragg Redevelopment Project Area and Resolution R132-2007 to establish a procurement policy for actions taken under the Polanco Redevelopment Act; and

WHEREAS, on September 24, 2007, the Fort Bragg Redevelopment Agency adopted Resolution R136-2007 entering into the "2007 Environmental Oversight Agreement" with the California Environmental Protection Agency, Department of Toxic Substances Control (DTSC) to establish a mutually beneficial working relationship and to cooperatively address the clean-up of the former Georgia-Pacific Mill Site (the "Mill Site") in the City of Fort Bragg; and

WHEREAS, consultation between the Fort Bragg Redevelopment Agency and its successor, the Fort Bragg Redevelopment Successor Agency and DTSC under the Polanco Redevelopment Act has been ongoing and is listed on the Fort Bragg Redevelopment Successor Agency's Recognized Obligation Payment Schedule; and

WHEREAS, an updated Environmental Oversight Agreement between DTSC and the Fort Bragg Redevelopment Successor Agency is desired to clarify the Successor Agency's role in light of the dissolution of the Fort Bragg Redevelopment Agency pursuant to City Council Resolution No. 3504-2012 which confirmed the City's intent to become the successor entity for the Fort Bragg Redevelopment Agency; and

WHEREAS, Successor Agency staff and the staff of DTSC have prepared an updated Environmental Oversight Agreement as presented in Exhibit "A" and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Fort Bragg Successor Agency does hereby approve the Environmental Oversight Agreement with DTSC in a form as shown in Exhibit A, attached, and authorizes the Executive Director to execute said Agreement on behalf of the Successor Agency.

The above and foregoing Resolution was introduced by Successor Agency Member Courtney, seconded by Successor Agency Member Kraut, and passed and adopted at a regular meeting of the Fort Bragg Redevelopment Successor Agency held on the 27th day of January 2014, by the following vote:

AYES: Agency Members Courtney, Deitz, Hammerstrom, Kraut, and Chair Turner.
NOES: None.
ABSENT: None.

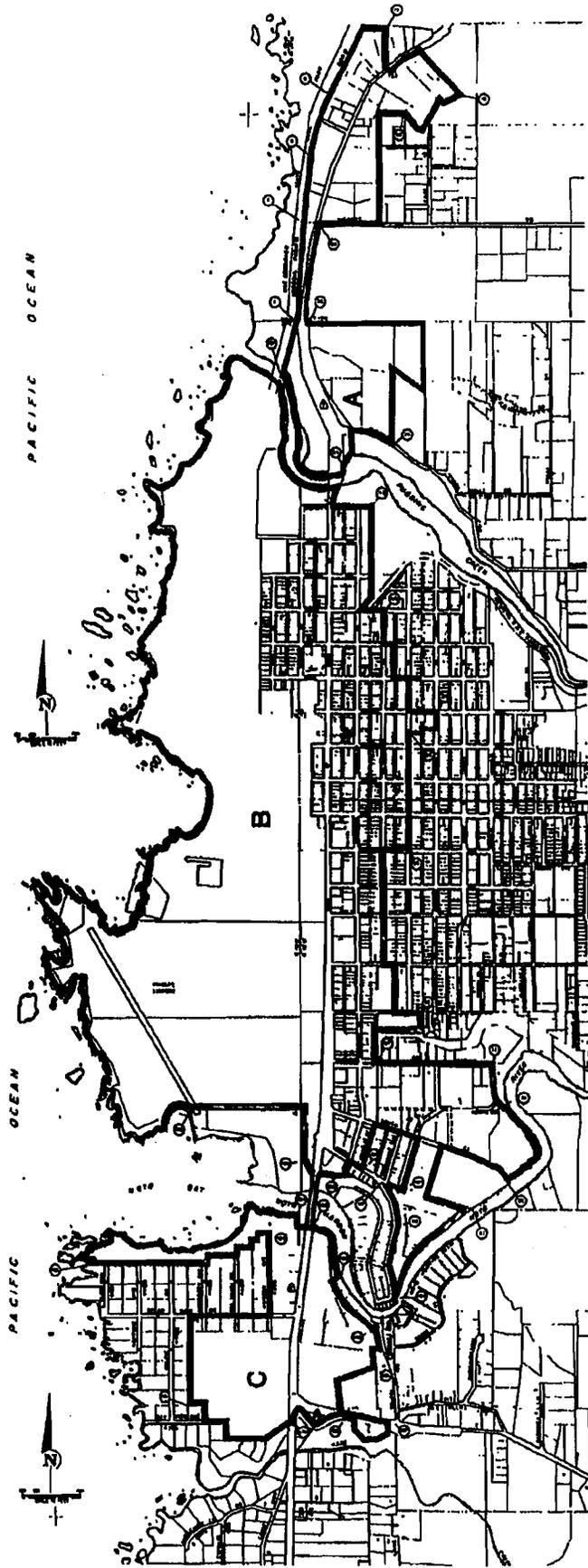
ABSTAIN: None.

A large, stylized handwritten signature in black ink, consisting of several sweeping loops and a long horizontal stroke at the end.

**DAVE TURNER,
Chair**

ATTEST:


Cynthia M. VanWormer
**Cynthia M. VanWormer, MMC
Successor Agency Secretary**



**FORT BRAGG REDEVELOPMENT AGENCY
REDEVELOPMENT PROJECT**

— PROJECT AREA BOUNDARY A, B, C = SUB-AREAS

PROJECT AREA MAP

Source: Winzler & Kelly, 1986

EXHIBIT C

Legend

Site



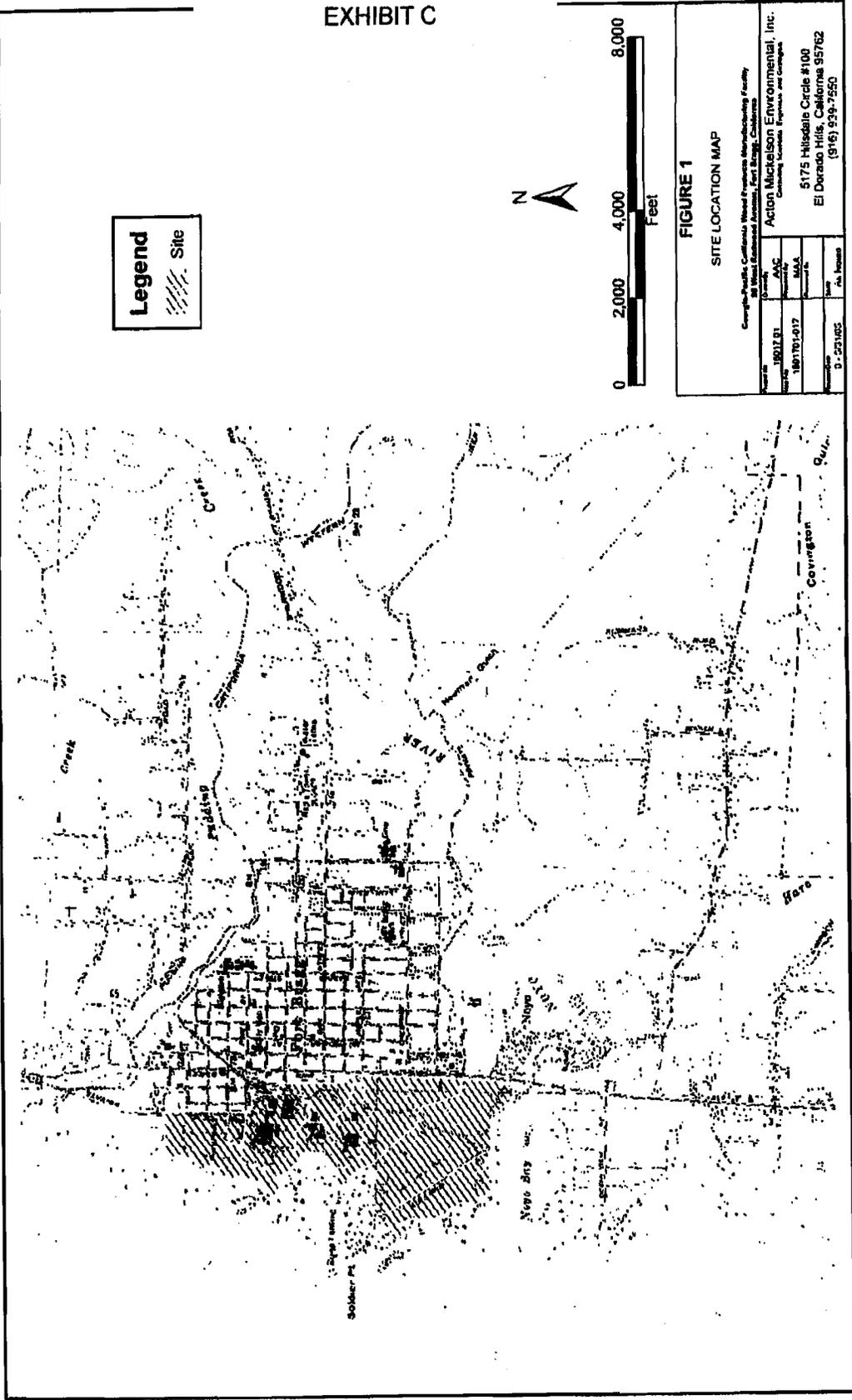
FIGURE 1

SITE LOCATION MAP

Copyright © 1995, California Wood Products Manufacturing Facility
 All Rights Reserved. Anaheim, East Orange, California

Project No.	18012 E1	AAC	Acton Mickelson Environmental, Inc.
Client	180120-017	MAA	Contracting Services, Inspection, and Compliance
Scale			
Date			
Drawn by	D-251805		

5175 Hillside Circle #100
 El Dorado Hills, California 95762
 (916) 939-7550



Mendocino County

57001

DOCUMENTARY TRANSFER TAX:

\$4,626.05

Computed on full value of property conveyed
GEORGIA-PACIFIC CORPORATION

RECORDED AT REQUEST OF
Georgia-Pacific Corp.

BOOK 957 PAGE 108
MAR 25 9 32 AM '74

GRANT DEED

BY *[Signature]*
Attorney

[Signature] #4800

BY THESE PRESENTS, that BOISE CASCADE CORPORATION, a Delaware corporation, individually and as Trustee under Declaration of Trust dated as of February 15, 1973 in which Grantee hereinafter named is Beneficiary, known as the "Boise Cascade Union Region Trust" (hereinafter called "Grantor") in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to it paid by GEORGIA-PACIFIC CORPORATION, a Georgia corporation, (hereinafter called "Grantee") the receipt and sufficiency of which is hereby acknowledged does hereby grant to Grantee all of that certain real property more particularly described on Exhibit B attached hereto and by reference incorporated in and made a part hereof together with all of Grantor's right, title and interest in and to any other real property or interest in real property of any kind or nature whatsoever located within Mendocino County, California, expressly excepting and excluding that certain real property described on Exhibit C hereto and all those interests in real property conveyed by Boise Cascade Corporation to Grantee herein by deed dated February 15, 1973, recorded in Book 915 at Page 608, Official Records of Mendocino County, California, as corrected by that certain Corrective Deed from Boise Cascade Corporation to Grantee herein dated AS OF FEBRUARY 15, 1973.

Mail tax statements to:
Georgia-Pacific Corporation
900 S. W. Fifth Avenue
Portland, Oregon 97204
Attention: Tax Department

BOOK 957 PAGE 108

*Georgia Pacific Corp. signed on 2-20-74
900 S. W. 5th Ave. Portland, Oregon 97204
Attn: James H. Brown, Jr.*

Mendocino County

Grantor represents and warrants to Grantee, its successors and assigns, that Grantor has good and marketable title in fee simple to the real property conveyed hereby, free and clear of all encumbrances and will warrant and defend the same against all persons who may lawfully claim the same, except claims of persons claiming by, through or under Grantee and except for rights of way, easements and restrictions whether or not of record, oil, gas and mineral rights of third parties of record, and current real property taxes not yet due and payable, and such other minor defects in title as are common to land in the area and which Grantor warrants do not substantially affect the value of the real property conveyed hereby nor substantially interfere with the use thereof by Grantee for the purpose of operating and managing its business.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed this 15th day of September, 1973.

BOISE CASCADE CORPORATION

Attest: [Signature]
Chairman of the Board

Attest: [Signature]
Assistant Secretary

BOISE CASCADE CORPORATION
as Trustee of the Boise
Cascade Union Region Trust

BY [Signature]
Chairman of the Board

Attest: [Signature]
Assistant Secretary

Mendocino County

STATE OF IDAHO)
County of Ada) ss.

On this 15th day of September, 1973, before me the undersigned, a Notary Public in and for said county and state, personally appeared J. B. Mason and J. H. Jones known to me to be the President and Assistant Secretary of Boise Cascade Corporation, the corporation that executed the within instrument, know to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

Chairman of the Board



WITNESS my hand and official seal.

Sherry M. Reavis
Notary Public in and for said county and state
My commission expires: 4-28-76

STATE OF IDAHO)
County of Ada) ss.

On this 15th day of September, 1973, before me the undersigned, a Notary Public in and for said county and state, personally appeared J. B. Mason and J. H. Jones known to me to be the President and Assistant Secretary of Boise Cascade Corporation, Trustee under the Boise Cascade Union Region Trust, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, as such Trustee, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors and the provisions of such Trust.

Chairman of the Board



WITNESS my hand and official seal.

Sherry M. Reavis
Notary Public in and for said county and state
My commission expires: 4-28-76

Mendocino County

UKIAH PROPERTIES

All that real property situate in the County of Mendocino, State of California, described as follows:

PARCEL ONE:

COMMENCING at an iron pipe on the West side of the Northwestern Pacific Railroad right of way and marking the Northeast corner of the property now or formerly owned by the Mendocino Grapes Grower, Inc.; running thence South 87° 44' East 100.00 feet to the Easterly side of the said Northwestern Pacific Railroad right of way; thence South 2° 16' West along the Easterly side of said right of way 440.00 feet to and for the true point of beginning. Thence from said point of beginning North 2° 16' East along the Easterly line of said right of way 155.40 feet to a pipe; thence North 87° 08' East 513.65 feet to a pipe; thence North 2° 16' East 948.20 feet; thence South 88° 01' West 515.58 feet to the Easterly line of the railroad right of way; thence along the Easterly line of said right of way North 2° 21' East 887.73 feet to the centerline of Hensley Creek; thence following the centerline of Hensley Creek in an Easterly direction to a point North 2° 31' East of the Northerly terminus of the course hereinabove described as having a bearing of North 2° 16' East and a distance of 948.20 feet; thence along the Northerly line of that certain parcel of land described in a deed from John and Rita Drivell to E. P. and Lula B. Sailor recorded June 9, 1948 in Book 231 of Official Records, Page 373, Mendocino County Records, and more particularly described in a deed from the Federal Land Bank of Berkeley to John and Rita Drivell recorded in Book 152 of Official Records, Page 263, Mendocino County Records, Easterly to the Northeast corner thereof; thence Southerly along the East boundary of said Sailor lands to the most Southerly corner of that certain tract of land described as Parcel One in the deed to Hollow Tree Lumber Company, recorded June 20, 1955 in Book 402 of Official Records, Page 21, Mendocino County Records; thence following the boundary lines of the Hollow Tree Lumber Company's land North 2° 16' East 370.00 feet to an angle point therein; thence following along the boundary lines of Parcels One and Two of the above description South 87° 08' West 1198.92 feet to the Northeast corner of the land described as Parcel Four in the above deed to the Hollow Tree Lumber Company; thence along the Easterly line of said Parcel Four Southerly and parallel with the West line of the lands now or formerly owned by John Drivell, et ux, South 2° 16' West 462.83 feet to the South line thereof; thence Westerly along the Southerly boundary of the lands of Sailor to the Easterly boundary of the Northwestern Pacific Railroad right of way; thence North 2° 16' East and along the Easterly boundary of said Railroad right of way to the point of beginning. Being a portion of Lot 12 of Hensley's Survey and Map of the Yokayo Rancho. Containing

Mendocino County

Ukiah Properties (continued)

70.19 acres, more or less.

EXCEPT THEREFROM an undivided $\frac{1}{2}$ interest in and all oil, gas, petroleum, naphtha, other hydrocarbon substances and minerals of whatsoever kind and nature, with the right of entry upon the terms and conditions set forth in the deed from The Federal Land Bank of Berkeley, recorded October 23, 1941 in Volume 152 of Official Records, Page 263, Mendocino County Records.

ALSO EXCEPTING THE FOLLOWING DESCRIBED PARCEL:

COMMENCING at an iron pipe on the West side of the Northwestern Pacific Railroad Right of Way set to mark the NE corner of the property now or formerly owned by the Mendocino Grapes Growers, Inc.; thence North $45^{\circ}07'23''$ East 899.18 feet to a $\frac{1}{2}$ inch pipe set in the Westerly line of the parcel described in the Deed from E. P. Sallor, et ux to Russian River Redwood Company, dated October 1, 1951 and recorded October 26, 1951 in Book 301 of Official Records, Page 285, Serial No. 6124, Mendocino County Records, said $\frac{1}{2}$ inch pipe being the point of beginning of this description; thence North $02^{\circ}16'$ East, 50.40 feet; thence South $88^{\circ}01'$ West, 513.58 feet to the Northwestern Pacific Railroad Right of Way; thence North $02^{\circ}16'$ East along the said Right of Way 887.73 feet to the center of Hensley Creek; thence downstream along the center of Hensley Creek the following courses; South $87^{\circ}14'$ East, 145.03 feet; South $69^{\circ}14'$ East, 87.40 feet; North $85^{\circ}06'$ East, 90.10 feet; South $43^{\circ}01'$ East, 41.39 feet; South $78^{\circ}40'$ East, 171.53 feet; thence leaving the said Hensley Creek and going North $02^{\circ}16'$ East, 46.95 feet to the North line of the property described in the Agreement between John Drivalt, et ux and E. P. Sallor, et ux dated May 24, 1948 and recorded June 9, 1948 in Book 231 of Official Records, Page 373, Serial No. 10162, Mendocino County Records; thence Easterly along the North line of the said Sallor property to the NE corner thereof; thence Southerly along the East line of the said Sallor property to a point which is South $87^{\circ}44'$ East of the point of beginning; thence North $87^{\circ}44'$ West to the point of beginning.

PARCEL TWO:

(A) Right of way as granted to E. P. Sallor, et ux, in deed recorded July 15, 1949 in Book 254 Official Records, Page 226, Mendocino County Records described as:

"A strip of land thirty (30) feet wide, lying adjacent to and southerly of the following described line: BEGINNING at a point on the Westerly boundary line of Lot Thirteen (13) of Yokayo Rancho, distant thereon S. $13^{\circ}03'$ W.,

Mendocino County

Ukish Properties (continued)

315.00 feet from the Northwest corner of Lot Thirteen (13), which said corner is marked by a $\frac{1}{4}$ " iron pipe marked "36AL52207", from which last mentioned point a cross mark on the West guard rail of the bridge across Ackerman Creek on Redwood Highway bears N. 6° 30' W., 107.20 feet distant and a cross mark on the East guard rail of said bridge bears N. 5° 03' E., 102.84 feet distant; said point of beginning being also the Southwest corner of that certain parcel of land described in a deed from E. H. Crawford, et al, to Hulda M. Erickson, recorded July 29, 1940, in Liber 142 of Official Records, Page 295, Mendocino County Records; thence from said point of beginning and following along the Southerly line of said Erickson land S. 86° 28' E., 819.00 feet to a $\frac{1}{4}$ " iron pipe marked "E2LS2207" at the most Easterly corner thereof; thence leaving the ... Southerly line of said Erickson land and following along the Southerly line of that certain parcel of land described in a deed from E. Clemens Horst Co., a Corporation, to Sam Erickson, recorded in Liber 136 of Official Records, Page 130, Mendocino County Records, N. 84° 13' E., 607.19 feet; thence leaving the southerly line of said Erickson land S. 64° 56' E., 80.85 feet, more or less, to the Westerly line of the right of way of the Northwestern Pacific Railroad.

ALSO, a similar right of way, thirty feet wide, over a strip of land described as follows: BEGINNING at the intersection of the Easterly line of the Northwestern Pacific Railroad right of way and the North line of the land described in a certain deed from R. D. Dixon, et al, to Joseph J. Kunzler, et ux, dated December 18, 1944, and of record in Volume 180 of Official Records, Page 484, Mendocino County Records; thence Easterly along the Northerly line of the land described in said deed to a point thirty feet (30) East of the Easterly line of said railroad right of way; thence Southerly, parallel with and thirty (30) feet East of the Eastern boundary of said railroad right of way to a point directly East of the intersection of the Southern boundary of the right of way hereinabove first described and the Western line of the right of way of the Northwestern Pacific Railroad; thence West thirty (30) feet to the East line of said railroad right of way; thence Northerly along the Eastern boundary of said railroad right of way to the point of beginning.

Said rights of way shall be appurtenant to and will run with all of that portion of the lands now and formerly owned by said parties of the second part described in a certain deed dated January 13, 1949, from John Drivell and Rita Drivell to E. P. Sailor and Lula B. Sailor, recorded in the office of the County Recorder of the County of Mendocino, State of California, on January 14, 1949, in Liber 240 of Official Records, Page 220, et seq., Records of Mendocino County, lying East of said railroad right of way, and second parties are hereby granted the right to grants similar rights of way over the above-described parcels of land to all or any past and future grantees of second parties of the whole or any part or parts of

Mendocino County

Unlaid Properties (continued)

said lands of the parties of the second part."
A. P. 170-150-04

(B) Right of way as granted to E. P. Sellar, et ux, in deed recorded July 15, 1949 in Book 258 Official Records, Page 36, Mendocino County Records, described as:

"A non-exclusive right of way for all means of transportation and communication over the following described real property situate, lying and being in the County of Mendocino, State of California, to-wit: BEGINNING at the intersection of the Easterly line of the Northwestern Pacific Railroad right of way and the North line of the land described in a certain deed from R. D. Dixon, et al, to Joseph J. Kusler, et ux, dated December 18, 1944, and of record in Volume 180 of Official Records, Page 484, Mendocino County Records; thence easterly along the southerly line of the land described in said deed to a point thirty (30) feet East of the easterly line of said railroad right of way; thence southeasterly, parallel with and thirty (30) feet East of the eastern boundary of the said railroad right of way to the southerly boundary of the land described in said deed; thence westerly along said southern boundary to the East line of said railroad right of way; thence North along the eastern boundary of said railroad right of way to the point of beginning.

Being a right of way thirty (30) feet wide and bounded on the West by the East line of said railroad right of way."
A. P. 170-150-05

(C) Easement as reserved by Oregon-Washington Plywood Company in deed recorded November 22, 1945 in Book 703 Official Records, Page 387, Mendocino County Records, described as:

"An easement having as its southerly boundary part of the line forming the southerly boundary of the property herein conveyed to Grantee, which easement in width extends 20' to the north of said line and in length commences at the Russian River, giving access thereto, and extends along said southerly boundary line N. 87° 44' W, past the north end of Grantor's large storage shed adjacent to the railroad spur, past Grantor's remanufacturing plant building and terminates at the dry kiln owned by Grantee.

Said easement above described is depicted on Exhibit A hereto as "20' right of way required by Hollow Tree." In the event use of the railroad spur track depicted on Exhibit A blocks the use of the easement route depicted and above described, Grantor, as part of this easement, shall have a connecting easement around the north end of the railroad spur."

Ukiah Properties (continued)

PARCEL THREE:

COMMENCING at an iron pipe on the West side of the Northwestern Pacific Railroad right of way and marking the northeast corner of the property now or formerly owned by the Mendocino Grape Growers, Inc., running thence South 87° 44' East, 100 feet to the easterly side of said railroad right of way; thence South 2° 16' West along said right of way, 284.60 feet to a pipe and the point of beginning; thence from said point of beginning running North 87° 08' East, 513.65 feet; thence North 2° 16' East, to the northerly line of the property described in the deed from John and Rita Drivell to E. P. and Lula B. Sailor recorded June 9, 1948 in Volume 231, Official Records, page 373, Mendocino County Records; thence westerly along the northerly boundary of said Sailor property to the easterly line of the above mentioned railroad right of way; thence South 2° 16' West along the said easterly line to the point of beginning. Being a portion of Lot 12 of the Yokayo Rancho.

EXCEPTING THEREFROM the following:

- 1) All the lands described in that certain deed from E. P. Sailor et ux to Russian River Redwood Company, a co-partnership, dated October 23, 1953, recorded January 20, 1954 in Volume 362, Official Records, page 244, Mendocino County Records.
- 2) $\frac{1}{2}$ interest in and to all oil, gas, petroleum, naphtha, other hydrocarbon substances and minerals of whatsoever kind and nature in, upon or beneath the above described parcel of land as reserved in the deed executed by The Federal Land Bank of Berkeley, a corporation, to John Drivell et ux dated September 24, 1941, recorded October 23, 1941 in Volume 152, Official Records, page 243, Mendocino County Records.

Mendocino County

FORT BRAGO PROPERTIES

Township 18 North, Range 17 West, M. D. M.

Section 4 - PARCEL ONE:

All that portion of the Southwest quarter of the Southwest quarter of Section 4, Township 18 North, Range 17 West Mount Diablo Base and Meridian that lies between the Northerly line of the California Western Railroad and Navigation Company's Railroad and Southerly of the Southerly line of Pudding Creek.

PARCEL TWO:

All that portion of the South half of the Southwest quarter of Section 4, Township 18 North, Range 17 West, Mount Diablo Base and Meridian that lies between the Southerly bank of Pudding Creek and the Northerly line of Parcel 2 as described in the deed executed by Antone Deltorchio et ux to Antone Deltorchio et ux, dated December 2, 1943, recorded December 7, 1943 in Volume 168 of Official Records, page 208, Mendocino County Records.

PARCEL THREE:

All that portion of the East half of the Southwest quarter of Section 4, Township 18 North, Range 17 West that lies between the Southerly bank of Pudding Creek and the Northerly line of Parcel 3 described in the Deed executed by Antone Deltorchio et ux to Antone Deltorchio et ux, dated December 2, 1943, recorded December 7, 1943, in Volume 168 of Official Records, page 208, Mendocino County Records.

PARCEL FOUR:

All that portion of the North half of the Southeast quarter of Section 4 in Township 18 North, Range 17 West, Mount Diablo Base and Meridian that lies Southerly of the Centerline of Pudding Creek and Northerly of the Northerly line of Parcel 3 and 4 as described in the Deed executed by Antone Deltorchio et ux to Antone Deltorchio et ux, dated December 2, 1943, recorded December 7, 1943 in Volume 168 of Official Records, page 208, Mendocino County Records.

Mendocino County

Fort Bragg Properties
Township 18 North, Range 17 West, M. D. M. (continued)

PARCEL FIVE:

All that portion of the Southwest quarter of Section 4 in Township 18 North, Range 17 West, Mount Diablo Base and Meridian that lies Northerly of the Northerly line of Pudding Creek and Southerly of the Southerly lines of those lands conveyed in the Deed executed by Union Lumber Company, a corporation to Otto Peterson, dated December 31, 1930, recorded January 5, 1931 in Book 58 of Official Records, page 127, Mendocino County Records and by Deed executed by James I. McGuire et ux, to Aborigine Lumber Company, dated December 9, 1969, recorded April 24, 1970 in Book 815 of Official Records, page 571, Mendocino County Records.

EXCEPTING from the land described in Section 4 a strip of land 100 feet in width being 50 feet in width on either side of the center line of the California Western Railroad as now located and as also depicted on State Board of Equalization Land Identification Map SBE Map No. 815-23-4A.

Section 5 - All that portion of the South half of Section 5 in Township 18 North, Range 17 West, Mount Diablo Base and Meridian that lies Southerly of the Southerly lines of the lands described in that Deed executed by Felix Johnson et ux to Elizabeth Nieminan, dated July 29, 1929, recorded August 16, 1929 in Volume 46 of Official Records, page 75, Mendocino County Records and that Deed executed by Union Lumber Company, a corporation, to Otto Peterson, dated December 31, 1930, recorded January 5, 1931 in Book 58 of Official Records, page 127, Mendocino County Records and Northerly of the Northerly lines of the following lands conveyed in the following deeds:

1st: That portion conveyed in the Deed executed by John W. Gullen to Alexander Henry, dated June 12, 1909, recorded June 14, 1909 in Book 110 of Deeds, page 374, Mendocino County Records.

2nd: That portion described in the agreement executed by and between Frank O. Carlson et ux and C. D. Blackledge, dated September 7, 1920, recorded May 9, 1925 in Volume 4 of Official Records, page 255, Mendocino County Records.

Mendocino County

Fort Bragg Properties
Township 18 North, Range 17 West, M. D. M. (continued)

3rd: That portion described in the Deed executed by John G. Thompson to William Thompson, dated March 19, 1932, recorded October 22, 1932, in Volume 76 of Official Records, page 450, Mendocino County Records.

4th: That portion conveyed in the Deed executed by Union Lumber Company to E. C. Reece et ux, dated July 15, 1942, recorded July 20, 1942 in Volume 136 of Official Records, page 141, Mendocino County Records.

5th: That portion conveyed in the Deed executed by Louis Filoal et ux, to William A. Nelson, dated October 20, 1946, recorded November 6, 1946 in Volume 206 of Official Records, page 21, Mendocino County Records.

6th: That portion conveyed in the Deed executed by Charles Owens et ux, to Cyril S. Hall et ux, dated November 18, 1947, recorded November 21, 1947 in Volume 214 of Official Records, page 241, Mendocino County Records.

Also all that portion, if any, of the Southwest quarter of the Southwest quarter of Section 5, Township 18 North, Range 17 West, Mount Diablo Base and Meridian that ties Westerly and Northwesterly of the Westerly and Northwesterly lines of that parcel of land described in the Agreement executed by and between Frank O. Carlson et ux, and C. D. Blackledge, dated September 7, 1920, recorded May 9, 1925 in Volume 4 of Official Records, page 255, Mendocino County Records.

EXCEPTING from the land described in Section 5 a strip of land, portions of which are 100 feet in width being 50 feet in width on either side of the center line of the California Western Railroad as now located and portions of which are 100 feet in width lying 70 feet on the Northerly or left side and 30 feet on the Southerly or right side of the center line of said Railroad as now located and as also depicted on State Board of Equalization Land Identification Map SBE Map No. 's 815-23-2 and 815-23-2A.

Section 6 - PARCEL ONE:

BEGINNING at the Southeast corner of Ocean View Cemetery, as said cemetery is shown and delineated upon that certain map entitled "OCEAN VIEW CEMETERY SUBDIVISION NO. 1, MENDOCINO COUNTY, CALIFORNIA" filed for record on February 19, 1917, in Map Case 1, Drawer 6, page 21 of Official Surveys, Mendocino County Records; said point being also on the North right of way line of Pudding Creek Road; thence Southeasterly along the North right of way line of Pudding Creek Road to the Southeast corner of that parcel of land conveyed in the Deed executed by Marguerite M. Hippert et al

Mendocino County

Fort Bragg Properties
Township 18 North, Range 17 West, M. D. M. (continued)

to William B. Hippert et ux, dated February 28, 1965, recorded March 10, 1965 in Volume 684 of Official Records, page 196, Mendocino County Records; thence West to the intersection with the Northeastly boundary of Pudding Creek; thence Northwestly along said Pudding Creek to the intersection of said Creek with the Easterly line of State Highway No. 1; thence Northerly along said Easterly line of said State Highway to the intersection of said line with the Southerly line of that parcel of land described in the Relinquishment of Highway Right of Way to the County of Mendocino, Road 01-Man-1-62.3, recorded February 28, 1967 in Volume 734 of Official Records, page 713, Mendocino County Records; thence along the Southerly line thereof North 85° 19' 47" East 270.00 feet; thence North 7° 00' 21" East 50.00 feet; thence continuing on the Northerly extension of last mentioned course to its intersection with the Southerly line of those lands conveyed in the Deed executed by Union Lumber Company, a corporation to Laurence J. Beal et ux, dated March 26, 1964 in Volume 659 of Official Records, page 443, Mendocino County Records; thence Easterly along said Southerly line to the Southwesterly line of the Ocean View Cemetery; thence Southerly along said Cemetery to the intersection with the Northerly line of Pudding Creek Road; said intersection being the most Southwesterly corner of said Ocean View Cemetery; thence South 85° 00' East along the Southerly line of said cemetery, 150.72 feet to the point of beginning.

PARCEL TWO:

A strip of land lying along and Northerly of the Northerly line of Pudding Creek running through portions of Section 6, Township 18 North, Range 17 West, Mount Diablo Meridian and being bounded on the North by the South line of the hereinabove described PARCEL ONE and by lands conveyed by the following deeds:

1st: That portion conveyed in the Deed executed by Union Lumber Company, a corporation, to P. O. Peterson, dated May 1, 1894, recorded May 26, 1894 in Liber 64 of Deeds, page 212, Mendocino County Records.

2nd: That portion conveyed in the Deed executed by Union Lumber Company, a corporation, to George L. Berryhill, dated March 24, 1905, recorded May 11, 1905 in Liber 100 of Deeds, page 152, Mendocino County Records.

3rd: That portion conveyed in the Deed executed by Union Lumber Company, a corporation, to Maurice Peterson, dated

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March 3, 1899, recorded April 7, 1899 in Liber 75 of Deeds, page 346, Mendocino County Records.

4th: That portion conveyed in the Deed executed by Fort Bragg Redwood Company, a corporation, to Malcolm McLeod, dated January 18, 1892, recorded January 22, 1892 in Liber 56 of Deeds, page 133, Mendocino County Records.

5th: That portion conveyed in the Deed executed by Fort Bragg Redwood Company, a corporation, to Joseph O. Stevenson dated April 22, 1891, recorded April 25, 1891 in Liber 54 of Deeds, page 402, Mendocino County Records.

6th: That portion conveyed in the Deed executed by Fort Bragg Redwood Company, a corporation, to John Janson, dated December 5, 1889, recorded May 1, 1890 in Liber 52 of Deeds, page 174, Mendocino County Records.

ALSO all that portion, if any, of the Northwest quarter of the Southeast quarter of Section 6, Township 18 North, Range 17 West, Mount Diablo Base and Meridian bounded on the West by Pudding Creek Road, on the North by the lands conveyed in the Deed executed by Fort Bragg Redwood Company, a corporation, to John Janson, dated December 5, 1889, recorded May 1, 1890 in Liber 52 of Deeds, page 174, Mendocino County Records, on the South by the lands conveyed in the Deed executed by Fort Bragg Redwood Company, a corporation, to Joseph O. Stevenson, dated April 22, 1891, recorded April 25, 1891 in Liber 54 of Deeds, page 402, Mendocino County Records and by Deed executed by Fiorenzo Severi et ux to Danuta Severi et ux, dated August 18, 1965, recorded August 23, 1965 in Book 696 of Official Records, page 477, Mendocino County Records and on the East by Deed executed by Douglas Fietar et ux to Donald W. Anderson et ux, dated March 30, 1948, recorded April 1, 1948 in Book 234 of Official Records, page 116, Mendocino County Records.

PARCEL THREE:

All that portion of the Southeast quarter of Section 6, Township 18 North, Range 17 West, Mount Diablo Base and Meridian that lies Southerly of the centerline of Pudding Creek and Northerly of the Northerly line of the California Western Railroad and Navigation Company's Railroad.

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PARCEL FOUR:

Starting from the corner to Sections 1 and 12 in Township 18 North, Range 18 West and Sections 6 and 7 in Township 18 North, Range 17 West, Mount Diablo Base and Meridian, and running thence East 3390 feet and thence North 60 feet to the point of commencement; thence East 400 feet to the Southeast corner of that parcel of land conveyed in the Deed executed by the Union Lumber Company, a corporation, to Richard A. Keller, dated July 15, 1895, recorded August 3, 1895 in Liber 64 of Deeds, page 572, Mendocino County Records, and the true point of beginning for the land to be described herein; thence Northwesterly along the Easterly line of said Keller parcel to the Southerly line of the California Western Railroad and Navigation Company's Railroad; thence Easterly along the Southerly line of said Railroad to the East line of Section 6, Township 18 North, Range 17 West, Mount Diablo Base and Meridian; thence South along the East line of said Section 6 to the Northeast corner of that parcel of land conveyed as Parcel One in the Deed executed by D. C. Smith, Administrator of the estate of Robert T. McKinney, deceased, to W. K. Dodge et ux, dated October 2, 1939, recorded October 5, 1939 in Volume 132 of Official Records, page 403, Mendocino County Records; thence Southwesterly along the Northwesterly line thereof to the most westerly corner of said parcel, said point being on the South line of Section 6, Township 18 North, Range 17 West, Mount Diablo Base and Meridian; thence West along said South line to the Southwest corner of that parcel of land conveyed in the Deed executed by Union Lumber Company, a corporation, to Floyd A. Cooney, dated November 12, 1941, recorded November 17, 1941 in Volume 152 of Official Records, page 352, Mendocino County Records; thence North 64 feet; thence West to the Point of Beginning.

SAVING AND EXCEPTING THEREFROM THE FOLLOWING:

1st: That portion conveyed in the Deed executed by John Haskala et ux, to Gust Kujala, dated July 30, 1943, recorded August 3, 1943, in Volume 164 of Official Records, page 237, Mendocino County Records.

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2nd: That portion conveyed in the Deed executed by Mrs. Ida Hakala to John Karkkainen et ux, dated January 27, 1945, recorded March 17, 1945 in Volume 182 of Official Records, page 221, Mendocino County Records.

3rd: That portion conveyed in the Deed executed by Eileen Pike to Eileen Winslow, dated August 16, 1949, recorded August 22, 1949 in Volume 254 of Official Records, page 380, Mendocino County Records.

4th: That portion conveyed in the Deed executed by Union Lumber Company, a corporation, to Floyd A. Cooney, dated November 12, 1941, recorded November 17, 1941 in Volume 152 of Official Records, page 352, Mendocino County Records.

PARCEL FIVE:

Starting from 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, thence North 2760 feet, thence East 970 feet to and for the point of beginning, thence around the exterior boundaries of the parcel to be conveyed by the following courses and distances:

West 130 feet; thence North 60 feet; thence East 130 feet; thence South 60 feet to the point of beginning, containing a calculated area of 0.18 acres, more or less.

PARCEL SIX:

That parcel of land that lies between the Southerly line of the California Western Railroad and Navigation Company's Railroad and the Northerly line of that parcel of land conveyed in the Deed executed by Harriett B. Timbrell, a widow, who acquired title to the property herein described as Harriett W. Squires to Daniel Robert Shea and Lorene Ruth Shea, husband and wife, dated May 28, 1956 and recorded June 26, 1956 in Volume 434 of Official Records, page 370, Mendocino County Records, as follows: "Starting from the corner of 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, and running thence East 3390 feet and thence North 575 feet to and for the point of beginning, and thence on the exterior boundaries of said lot and parcel of land North 231 feet; thence South 63° East, 143 feet; thence South 34½° East, 160 feet; thence South 11° East to a point due

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East of the point of beginning; thence West to the point of beginning." and said parcel of land to be described is bounded on the West by that property conveyed in the Deed executed by the Fort Bragg Union Grammar School District to the Fort Bragg Union High School District, dated July 11, 1925, recorded July 26, 1928 in Volume 32 of Official Records, page 46, Mendocino County Records.

PARCEL SEVEN:

The Westerly 130 feet of Lots 3 and 4 of Block 74, as numbered and designated upon that certain map entitled "Map of the Northern Addition to Fort Bragg" filed in the office of the County Recorder of Mendocino County on April 2, 1912.

PARCEL EIGHT:

All that portion of Lot 5, the Southeast quarter of the Northwest quarter and the Northeast quarter of the Southwest quarter of Section 6, Township 18 North, Range 17 West, Mount Diablo Base and Meridian that lies Northerly of the Northerly line of the California Western Railroad and Navigation Company Railroad and Southerly of the Centerline of Pudding Creek.

SAVING AND EXCEPTING THEREFROM THE FOLLOWING:

1st: All that portion of Lot 5 of said Section 6, Township 18 North, Range 17 West, Mount Diablo Base and Meridian that lies Westerly of the East line of California State Highway No. 1 and Northerly of the Northerly boundary of the Northern Addition to Fort Bragg.

2nd: All that portion conveyed in the Deed executed by Whitaker Polnaett Chapman to Stewart I. Rose, dated December 26, 1925, recorded March 24, 1926 in Volume 10 of Official Records, page 445, Mendocino County Records.

PARCEL NINE:

All that portion of Lot 3 of Section 6, Township 18 North, Range 17 West that lies Westerly of the West line of

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California State Highway No. 1, Southerly of the Southerly line of Pudding Creek and Northerly of the Northerly line of that parcel of land conveyed in the Deed executed by Union Lumber Company to Arthur J. Gray et ux, dated December 23, 1968, recorded December 27, 1968 in Volume 780 of Official Records, page 669, Mendocino County Records.

EXCEPTING THEREFROM that portion thereof as conveyed to the State of California by Grant Deed dated September 27, 1972 in Book 901, Official Records, page 417, Mendocino County Records.

Section 7 - **PARCEL ONE:**

All that part of the W $\frac{1}{2}$ SW $\frac{1}{4}$, Section 7, Township 18 North, Range 17 West, Mount Diablo Base and Meridian, which lies West of the West right of way of California State Highway No. 1.

PARCEL TWO:

That portion of the parcel of land conveyed to the State of California by deed recorded November 24, 1971 in Book 869 of Official Records, page 23, and Parcel 2 of the land conveyed to the State of California by deed recorded March 31, 1947 in Book 210 of Official Records, page 405 et seq., Mendocino County Records, described as follows:

Commencing at the southwest corner of Section 7, Township 18 North, Range 17 West, Mount Diablo Base and Meridian; thence, N. 54° 55' 56" E. (= N. 53° 47' 36" E. True Meridian), 483.72 feet to a point that bears S. 86° 40' 14" E., 42.00 feet from Engineer's Station "U" 530+99.80 P. O. T. of the Department of Public Works' Survey between Noyo River Bridge #10-176 and Hazel Street in Fort Bragg (State Highway 01-Men-1-PM 60.23/61.40); thence, N. 3° 19' 46" E., 399.82 feet to a point on the westerly prolongation of the southerly line of Cypress Avenue, said point being the TRUE POINT OF BEGINNING;

(1) Thence, S. 89° 40' 20" E., along said prolongation, 45.07 feet to the east line of said parcel of land conveyed to the State of California by deed recorded November 24, 1971 in Book 869 of Official Records, page 23;

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(2) Thence, S. 1° 59' 20" W., along said east line, 60.00 feet to a 2 inch iron pipe marking the northwest corner of the parcel of land conveyed to Lauren D. Denen et ux, by deed recorded December 26, 1968 in Book 780 of Official Records, page 628, said County Records;

(3) Thence, N. 88° 40' 20" W., along the westerly prolongation of the most southerly line of said last mentioned parcel of land, 46.48 feet to an intersection with the course described above as having a bearing and length of N. 3° 19' 46" E., 399.82 feet;

(4) Thence, N. 3° 19' 46" E., along said course, 60.03 feet to the TRUE POINT OF BEGINNING.

PARCEL THREE:

All that certain lot, piece or parcel of land situate, lying within and being a portion of the Southwest quarter of Section 7, Township 18 North, Range 17 West, Mount Diablo Base and Meridian; in the County of Mendocino, State of California, bounded and particularly described in the Deed executed by Susan Rowe to Union Lumber Company, a corporation, dated January 7, 1952, recorded January 9, 1952 in Volume 306 of Official Records, page 117, Mendocino County Records as follows:

"BEGINNING at a point in the Easterly right of way line of State Highway No. 1 (I-Mn-56-E), such point of beginning being South, 4660 feet and East, 460 feet of the Section Corner common to Sections 6 and 7 of Township 18 North, Range 17 West, and Section 1 and 12 of Township 18 North, Range 18 West, Mount Diablo Base and Meridian. Said point of beginning can be further described as being 60 feet distant South of the Southwest corner of the Southern Addition to Fort Bragg, as said Addition is shown and delineated upon that certain map entitled, "MAP OF THE SOUTHERN ADDITION TO FORT BRAGG", filed for record in the Office of the County Recorder of Mendocino County on October 25, 1913. Thence from said point of beginning and along the exterior boundary lines of the lot, piece or parcel of land to be described as follows:

Along the Easterly right of way line of said State Highway No. 1 (I-Mn-56-E), South, 320 feet; thence leaving said right of way line, East, 910 feet to a point in the West boundary line of that certain parcel of land conveyed from The Union Lumber Company to John Wirtanen by deed dated August 1, 1898

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and recorded in Liber 75 of Deeds, at Page 10, Mendocino County Records; thence along the West boundary line of said Wirtanen land, North, 320 feet to a point in the South line of Cypress Avenue as extended Easterly; thence along said South line of Cypress Avenue, West, 910 feet to the point of beginning, CONTAINING 6.685 acres, more or less."

SAVING AND EXCEPTING THEREFROM:

1st: That portion conveyed in the Deed executed by Union Lumber Company, a corporation, to George R. Morrison et ux, dated September 10, 1952, recorded November 12, 1952 in Volume 331 of Official Records, page 226, Mendocino County Records.

2nd: That portion conveyed in the Deed executed by Fort Bragg Co-Operative, Inc., a corporation, to Ralph B. Palmeyer et ux, dated September 19, 1966, recorded October 18, 1966 in Volume 726 of Official Records, page 671, Mendocino County Records.

3rd: That portion conveyed in the Deed executed by Fort Bragg Co-Operative, Inc. to Lauren D. Darnon et ux, dated December 19, 1968, recorded December 25, 1968 in Volume 780 of Official Records, page 628, Mendocino County Records.

PARCEL FOUR:

Starting at the corner common to Sections 6 and 7 of Township 18 North, Range 17 West and Sections 1 and 12, Township 18 North, Range 18 West, Mount Diablo Base and Meridians; thence South 4650 feet and East 1050 feet to the point of beginning; thence from said point of beginning East 320 feet to the Northwest corner of that parcel of land conveyed in the Deed executed by Union Lumber Company to John Wirtanen, dated August 1, 1898 and recorded August 10, 1898 in Liber 75 of Deeds, page 10, Mendocino County Records; thence South 10 feet to the Northeast corner of that parcel of land conveyed in the Deed executed by Union Lumber Company to George R. Morrison et ux, dated September 10, 1952, recorded November 12, 1952 in Volume 331 of Official Records, page 226, Mendocino County Records; thence West 120 feet; thence North 10 feet to the point of beginning.

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PARCEL FIVE:

All those certain lots, pieces or parcels of land situated, lying within and being a portion of the SW $\frac{1}{4}$ of Section 7, Township 18 North, Range 17 West, Mount Diablo Base and Meridian; in the County of Mendocino, State of California, bounded and particularly described as follows, to wit:

BEGINNING at a point which is 4250.00 feet South and 1050.00 feet East of the Section Corner common to Sections 6 and 7 of Township 18 North, Range 17 West, and Sections 1 and 12 of Township 18 North, Range 18 West, Mount Diablo Base and Meridian. Said point of beginning can be further described as being identical with the Southwest corner of that certain parcel of land conveyed from Harold T. Bolden and Eula T. Bolden, his wife, to Pacific Gas and Electric Company by deed dated December 5, 1951, and recorded on December 7, 1951, in Volume 304 of Official Records, at Page 229, Mendocino County Records. Thence from said point of beginning and along the exterior boundary lines of the first lot, piece or parcel of land to be described as follows:

Along the South boundary line of said land conveyed to Pacific Gas and Electric Company, East, 640.00 feet to a point in the West boundary line of that certain parcel of land now owned or formerly belonging to Lillian Espay; thence along the West boundary line of said Espay land, South, 60.00 feet to the Southwest corner thereof; thence S. 83° 35' 30" E., 342.14 feet to a point marking the Northwest corner of that certain parcel of land which was conveyed from Lillian Espay to the Union Lumber Company by deed dated February 27, 1952, and recorded on July 30, 1952, in Volume 322 of Official Records, at page 200, Mendocino County Records; thence along the North boundary line of said last mentioned parcel, East 147.18 feet to the Northeast corner thereof; thence South 130.00 feet to the Southeast corner thereof; thence West 147.18 feet to the Southwest corner thereof, which is 4,478.20 feet South and 2,030.00 feet East of the Section corner common to Sections 6 and 7 of Township 18 North, Range 17 West, and Sections 1 and 12 of Township 18 North, Range 18 West, Mount Diablo Base and Meridian; thence N. 72° 20' 30" W., 356.81 feet; thence N. 63° 30' 00" W., 134.00 feet; thence West, 400.00 feet; thence S. 45° 00' 00" W., 84.85 feet; thence South, 260.00 feet

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to a point in the North line of a roadway; thence along the North line of said roadway, West, 60.00 feet to its intersection with the East line of a roadway running Northerly; thence along the East line of said last mentioned roadway, North, 380.00 feet to the point of beginning.

PARCEL SIX:

BEGINNING at a point which is 3990.00 feet South and 2480.00 feet East of the Section Corner common to Sections 6 and 7 of Township 18 North, Range 17 West, and Sections 1 and 12 of Township 18 North, Range 18 West, Mount Diablo Base and Meridian. Thence from said point of beginning and along the exterior boundary lines of the second lot, piece or parcel of land to be described as follows:

S. $32^{\circ} 31' 30''$ W., 238.11 feet; thence S. $0^{\circ} 14' 00''$ W., 63.17 feet; thence S. $36^{\circ} 01' 30''$ W., 109.49 feet; thence S. $86^{\circ} 23' 30''$ W., 101.07 feet to a point marking the Northeast corner of that certain parcel of land conveyed from Lillian Espey to the Union Lumber Company by deed dated February 27, 1952, and recorded on July 30, 1952, in Volume 322 of Official Records, at page 200, Mendocino County Records; thence along the East boundary line of said last mentioned parcel, South, 130.00 feet to the Southeast corner thereof; thence N. $78^{\circ} 13' 30''$ E., 229.06 feet; thence N. $36^{\circ} 38' 30''$ E., 63.68 feet; thence N. $17^{\circ} 04' 30''$ E., 167.30 feet; thence N. $59^{\circ} 37' 30''$ E., 147.88 feet; thence N. $78^{\circ} 26' 00''$ E. 103.37 feet; thence S. $81^{\circ} 07' 00''$ E., 312.64 feet; thence S. $53^{\circ} 00' 00''$ E., 184.72 feet; thence S. $47^{\circ} 51' 00''$ E., 88.88 feet; thence S. $62^{\circ} 33' 00''$ E., 100.58 feet to a point in the East boundary line of the lands now owned and belonging to said parties of the first part; thence along said East boundary line, North, 356.34 feet to a point marking the Southeast corner of that certain parcel of land conveyed from Harold T. Bolden and Eula T. Bolden to John Haun, by deed dated July 25, 1950 and recorded on July 28, 1950, in Volume 266 of Official Records, at page 322, Mendocino County Records; thence along the Southerly and Westerly boundary lines of said John Haun parcel, N. $89^{\circ} 00' 00''$ W., 140.00 feet; thence N. $16^{\circ} 30' 00''$ W., 32.00 feet; thence N. $11^{\circ} 12' 00''$ W., 25.36 feet to the Northwest corner of said John Haun parcel; thence West, 486.00 feet; thence South, 20.00 feet; thence West, 210.00 feet to the point of beginning.

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PARCEL SEVEN:

Beginning at a point on the North bank of the Noyo River 10 feet above high water mark, which point is due South of the Southeast corner of the parcel of land conveyed by Union Lumber Company to Isaac Kemppe, Jr., by Deed dated December 11, 1893 and recorded in Volume 64 of Deeds at page 10, Mendocino County Records; thence leaving said high water line North 378 feet to a point on the East line of the above Kemppe parcel; thence East 20 feet to the Southwest corner of the parcel of land conveyed by Union Lumber Company to Jac Hendricks by Deed dated February 12, 1910 and recorded in Volume 119 of Deeds at page 87, Mendocino County Records; thence along the Southerly line of the Hendricks parcel South 55 $\frac{1}{2}$ ° East 387 feet; thence due South to a point on the above mentioned river bank 10 feet above high water mark running thence parallel with and 10 feet distant from the high water line along the North bank of the Noyo River as follows: thence North 70° West 150 feet; thence North 84° West 150 feet to the point of beginning. The land herein described being in the South half of the Southeast quarter of Section 7, Township 18 North, Range 17 West, Mount Diablo Base and Meridian, containing approximately 2.19 acres

ALSO starting from the corner to Sections 1 and 12 in Township 18 North, Range 18 West, and Sections 6 and 7 in Township 18 North, Range 17 West of Mount Diablo Base and Meridian, and running thence East 3350 feet, and thence South 3970 feet to the point of beginning, and thence on the exterior boundaries of such parcel of land, South 142 feet to the Northerly line of that parcel of land conveyed in the Deed executed by Clarence T. Lindon et ux, to Union Lumber Company, dated May 9, 1932, recorded May 22, 1932 in Volume 317 of Official Records, page 65, Mendocino County Records; thence West along said Northerly line 20 feet to the Northwest corner of said parcel; thence North 142 feet; thence East 20 feet to the point of beginning.

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PARCEL EIGHT:

All that certain strip of land situate, lying within and being a portion of the Waldo Tract in Fort Bragg, County of Mendocino, State of California, bounded and particularly described as follows:

Starting from the corner to Sections 1 and 12 in Township 18 North, Range 18 West and Sections 5 and 7 in Township 18 North, Range 17 West, M. D. B. and M., and running thence East 2860 feet, thence South 2630 feet to end for the point of beginning; thence from said point of beginning and along the exterior boundary lines of said strip of land North 90 feet; thence West 10 feet; thence South 90 feet, thence East 10 feet to the point of beginning.

PARCEL NINE:

The westerly 50 feet of Lots 12, 13 and 14 of Block 22, according to the map entitled "City of Fort Bragg, showing the town lots, October 1909", now on file in the office of the County Recorder of Mendocino County.

PARCEL TEN:

That portion of the West half of the Northwest quarter of Section 7, Township 18 North, Range 17 West, Mount Diablo Base and Meridian, described as follows: BEGINNING at the corner to Sections 1 and 12, Township 18 North, Range 18 West, and Sections 6 and 7, Township 18 North, Range 17 West, and running thence South along the Range line 2640 feet to a point in the City limit on the South side of Fort Bragg, according to "Map of the City of Fort Bragg, Showing the Town Lots", filed February 15, 1910, in Drawer 1, page 44, Map Cabinet No. 1, Mendocino County Records; thence East along said City limit 380 feet to a point in the west line of Main Street; thence North along said west line 1260 feet to a point in the south line of Oak Avenue; thence West along said south line 200 feet; thence North 980 feet to a point in the north line of Redwood Avenue; thence East along the north line of Redwood Avenue 800 feet to the west line of Main Street; thence North along said west line 119.50 feet to the northeast corner of a strip of land described in a deed from Coast National Bank in Fort Bragg to Union Lumber Company, dated November 9, 1955.

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and recorded in Book 413 of Official Records, page 502, Mendocino County Records; thence West along said North line 121 feet to a point in the West line of a parcel of land described in a deed from Union Lumber Company to Coast National Bank in Fort Bragg, dated November 3, 1955, and recorded in Book 413, page 500, Mendocino County Records; thence North along the West line of said parcel 36.50 feet to the northwest corner thereof; thence East 121 feet to a point on the West line of Main Street and being the Northeast corner of a parcel of land described in a deed from Union Lumber Company to the Bank of Fort Bragg, dated June 3, 1904, and recorded in Liber 97 of Deeds, page 354, Mendocino County Records; thence North along the west line of Main Street 161.5 feet to the southeast corner of a parcel of land described in a deed from Union Lumber Company to The City of Fort Bragg, dated October 31, 1912, and recorded in Liber 133 of Deeds, page 421, Mendocino County Records; thence West along the south line of said last mentioned parcel 56 feet to its southwest corner; thence North along its west line 42.5 feet to a point in the south line of a parcel of land described in a deed from Union Lumber Company to Fort Bragg Commercial Bank, dated May 11, 1912 and recorded in Liber 131 of Deeds, page 33, Mendocino County Records; thence West along the south line of said last mentioned parcel, 44 feet to its southwest corner; thence North along its west line 35 feet to its northwest corner; and thence West 260 feet to the point of beginning.

Section 8 - PARCEL ONE:

A ten foot strip of land lying Southerly and immediately adjacent to the Southerly line of the following described property: That parcel of land conveyed in the Deed executed by Jonas Kolvisto et ux, to Henry Koski et ux, dated September 26, 1944, recorded October 2, 1944 in Volume 176 of Official Records, page 485, Mendocino County Records, as follows:

"Beginning at a point which is 330 feet East 660 feet South of the quarter corner between Sections 7 and 8 in Township 18 North, Range 17 West of Mount Diablo Base and Meridian and running thence South 1030 feet to a point on the north bank of the Noyo River ten feet north of high water mark, thence along the north bank of said Noyo River and ten feet distant from the high water mark North 30° East 130 feet, North 18° East 50 feet,

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North 41° East 59 feet, North 19° East 200 feet, North 16½° East 73 feet, North 60° East 50 feet, North 75° East 68 feet, thence North 535 feet, thence West 130 feet to the point of beginning, containing 5.43 acres of land."

PARCEL TWO:

All that certain lot, piece of parcel of land situate, lying and being in the County of Mendocino, State of California, more particularly described as follows, to wit:

That portion of the East fractional half of the Southwest fractional quarter of Section 8, lying Southerly of the Southerly or left bank of the Noyo River, Township 18 North, Range 17 West, Mount Diablo Base and Meridian; the same being Lot 6 and containing 24.00 acres according to the official plat of the United States Survey.

EXCEPTING THEREFROM all that portion thereof conveyed by deed from Union Lumber Company to Robert Gruntman et ux, recorded August 22, 1961 in Book 575 Official Records, page 376, Mendocino County Records, being more particularly described as follows:

BEGINNING at the quarter section corner on the South boundary of Section 8, Township 18 North, Range 17 West, Mount Diablo Base and Meridian, said corner being the point of beginning for the parcel hereby described: thence North 795.00 feet; thence S. 72° 46' W., 270.00 feet; thence S. 64° 34' W., 318.00 feet; thence S. 83° 26' W., 200.00 feet; thence N. 66° 47' W., 270.00 feet; thence N. 73° 42' W., 200.00 feet; thence N. 61° 25' W., 162.77 feet, more or less, to the West boundary of Lot 6 of said Section 8; thence South 796.00 feet along the West boundary to the Southwest corner of said Lot 6; thence East 1326.78 feet along the South boundary of said Lot 6 to the point of beginning, containing 20.31 acres, more or less.

Section 18 - **PARCEL ONE:**

All that portion of Section 18, Township 18 North, Range 17 West, Mount Diablo Base and Meridian, described as follows:

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BEGINNING at the Northwest corner of Section 18, Township 18 North, Range 17 West, Mount Diablo Base and Meridian; thence Southerly along the West line of said section to the Northerly bank of the Noyo River; thence Easterly along said Northerly bank to the West line of the California State Highway No. 1; thence Northerly along said State Highway as described in the Deed executed by Elise Hettmeyer to State of California, dated January 21, 1947, recorded February 25, 1947 in Volume 210 of Official Records, page 184, Mendocino County Records and in Deed executed by Union Lumber Company to State of California, dated March 7, 1947, recorded March 31, 1947 in Volume 210 of Official Records, page 405, Mendocino County Records to the North line of said Section 18; thence West along said North line to the Point of Beginning.

SAVING AND EXCEPTING THEREFROM the following:

Portion of the Northwest quarter of the Northwest quarter of Section 18, Township 18 North, Range 17 West, Mount Diablo Base and Meridian, described as follows:

BEGINNING at an iron pin marking the most Northerly corner of Parcel One, as conveyed in deed executed by Union Lumber Co., a corporation, to A. H. Hettmeyer et ux, dated July 7, 1932, recorded in Volume 76 of Official Records, page 252, Mendocino County Records, said corner also being the most Northerly corner of property conveyed by Elise Hettmeyer, a widow, to State of California, by deed dated January 21, 1947, recorded in Volume 210 of Official Records, page 184, Mendocino County Records, from which point of beginning the section corner common to Sections 7 and 18, Township 18 North, Range 17 West, and Sections 12 and 13, Township 18 North, Range 18 West, Mount Diablo Base and Meridian, bears North 22° 58' West 498.24 feet; thence from said point of beginning and around the exterior boundaries of the land to be described, South 33° 30' West 234.95 feet; thence South 44° 06' 30" West 72.15 feet; thence South 30° 15' East 261.35 feet to the intersection of the West line of property conveyed to State of California heretofore referred to; thence Northerly along said last mentioned line North 7° 48' 30" East 83.96 feet; thence North 5° 36' 10" East 391.54 feet to the point of beginning.

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Fort Bragg Properties
Township 18 North, Range 17 West, M. D. M. (continued)

PARCEL TWO:

All that portion of Section 18, Township 18 North, Range 17 West, Mount Diablo Base and Meridian, described as follows:

BEGINNING at the Southwest corner of that parcel of land conveyed in the Deed executed by Frank J. Hyman et ux, to Ray E. Welsh et al, dated February 10, 1954, recorded May 18, 1954 in Volume 370 of Official Records, page 557, Mendocino County Records; thence along the Westerly line of said parcel, North 26° 45' East, 140 feet; thence North 11° West 58 feet to a point on the Southerly line of that parcel of land conveyed in the Deed executed by Ethel Shannon et al, to Vilho Johnson et al, dated November 6, 1972, recorded November 15, 1972 in Volume 906 of Official Records, page 530, Mendocino County Records; thence along said Southerly line South 86° 00' West, 271 feet, more or less, to the East line of State Highway No. 1 as described in Book 210 of Official Records, page 405; thence Southerly along the State Highway to the North bank of the Noyo River; thence Easterly along said Northerly bank to the Point of Beginning.

PARCEL THREE:

All that certain real property situate, lying and being in the fractional NW $\frac{1}{4}$ of Section 18 of Township 18 North, Range 17 West, Mount Diablo Base and Meridian, State of California, particularly described as follows, to-wit:

Beginning at a point which is South 7353 feet and East 919.90 feet of the section corner common to Section 6 and 7 of Township 18 North, Range 17 West, and Section 1 and 12 of Township 18 North, Range 18 West, Mount Diablo Base and Meridian; also said point of beginning being the Northeast corner of that parcel of land conveyed from The Union Lumber Company to Earl G. Hopper by deed dated January 2, 1942 and recorded January 3, 1942 in Liber 154 at page 6, Official Records of Mendocino County, California; thence from said point of beginning and along the exterior boundary lines of the land to be described as follows:

N. 16° 00' E. 40.50 feet to a point being the Southeast corner of that parcel of land conveyed from The Union Lumber Company to F. A. Stenberg and H. E. Hyman by deed dated January 24, 1945 and recorded February 9, 1945 in Liber 182 at page 49,

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Fort Bragg Properties
Township 18 North, Range 17 West, M. D. M. (continued)

Official Records of Mendocino County; thence N. 83° 00' W., 198.00 feet along the Northerly line of a 40 foot roadway to a point on the high water mark on the Easterly bank of the Noyo River; thence S. 6° 35' 10" E., 41.15 feet along the high water meander line on said Easterly bank; thence leaving said river bank S. 83° 00' E., 182.00 feet to the point of beginning, containing a calculated area of 0.17 acres, more or less.

PARCEL FOUR:

All that portion of the Northwest quarter of Section 18, Township 18 North, Range 17 West, Mount Diablo Base and Meridian described as follows:

BEGINNING at the Southwest corner of that parcel of land conveyed in the Deed executed by Alice L. Cleary to Dorothy Stewart et al, dated August 29, 1969, recorded October 2, 1969, in Volume 801 of Official Records, page 223, Mendocino County Records; said point being on the East line of Parcel 3 of Deed executed by Boise Cascade Corporation to Fort Bragg Municipal Improvement District No. 1, dated November 3, 1970, recorded December 28, 1970 in Volume 834 of Official Records, page 517, Mendocino County Records; thence Southerly along said East line to the Northwest corner of that parcel of land conveyed in the Deed executed by Union Lumber Company to Everett Forster et ux, dated March 15, 1944, recorded March 20, 1944 in Volume 172 of Official Records, page 170, Mendocino County Records; thence South 74° 00' East along the Northerly line thereof to the Northeast corner of said parcel; thence Northerly to the Southeast corner of the above mentioned Dorothy Stewart, et al, parcel of land; thence along the Southerly line thereof, North 74° 00' West 198.23 feet to the point of beginning.

PARCEL FIVE:

All that certain lot, piece or parcel of land situate, lying within and being a portion of fractional Section 18, Township 18 North, Range 17 West, Mount Diablo Base and Meridian; in the County of Mendocino, State of California, bounded and particularly described as follows, to-wit:

Beginning at a point in the easterly right-of-way line of the former traveled Shoreline Highway (now abandoned), such point of beginning being 2514.89 feet North and 1272.74 feet

Fort Bragg Properties
Township 18 North, Range 17 West, M. D. M. (continued)

East of the Section Corner common to Sections 13, 16, 19 and 24 of Township 18 North, Range 17 and 18 West, Mount Diablo Base and Meridian; said point of beginning can be further described as being S. 29° 42' 53" E., 584.57 feet distant of a monument (2 inches diameter iron post with 3 inch brass cap extending 4 inches above ground) marking the Northeast corner of that certain parcel of land conveyed from the Union Lumber Company to A. Paladini, Inc., by deed dated March 8, 1941 and which Paladini land is shown and delineated upon that certain map entitled "LAND CONVEYED BY UNION LUMBER COMPANY TO A. PALADINI, INC.", filed on March 18, 1941, in Map Case No. 1, Drawer No. 8, at Page No. 14, Official Surveys, Mendocino County Records; thence from said point of beginning as above described and along the exterior boundary lines of the lot, piece or parcel of land to be described as follows:

Along the Easterly right-of-way line of said abandoned Shoreline Highway, N. 2° 31' W., 25.00 feet to a point thereon marking the Southwest corner of that certain parcel of land now owned and belonging to Joe E. Parry and Mae E. Parry; thence leaving said right-of-way line and along the South boundary line of said Parry land, N. 87° 29' E., 75.00 feet to its Southeast corner; thence along a line parallel with said right-of-way line, S. 2° 31' E., 25.00 feet; thence S. 87° 29' W., 75.00 feet to the point of beginning; all bearings as hereinabove mentioned being referred to the true Meridian, and the parcel of land containing a calculated area of 1875 square feet, more or less.

PARCEL SIX:

ALL THAT parcel of land situate in the fractional Northwest quarter of Section 18, Township 18 North, Range 17 West, Mount Diablo Base and Meridian, described as follows:

BEGINNING of a point which is South, 7804.73 feet and East, 1157.48 feet of the section corner common to Sections 6 and 7, of Township 18 North, Range 17 West, and Sections 1 and 12 of Township 18 North, Range 18 West, Mount Diablo Base and Meridian; also said point of beginning being South 12° 24' East, 156.75 feet of the Northwest corner of that parcel of land conveyed from the Union Lumber Company to John Ghens by Deed dated May 13, 1941; thence from said point of beginning and along the exterior boundary lines of the land to be described as follows:

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Fort Bragg Properties
Township 18 North, Range 17 West, M. D. M. (continued)

South 12° 24' East, 25.00 feet; thence North 77° 36' East, 64.41 feet to a point in the Westerly right-of-way line of the present traveled Shoreline Highway (as same existed August 24, 1943); thence along said right-of-way line North 2° 51' West, 25.35 feet; thence South 77° 36' West, 68.62 feet to the point of beginning, containing a calculated area of 0.04 acres, more or less.

The above described parcel of land being the same as that granted by John Ghens to Union Lumber Company by Deed recorded April 20, 1944 in Volume 172 of Official Records, page 305, Mendocino County Records.

ALSO beginning at the Northwest corner of the above described 172 of Official Records, page 305, Mendocino County Records and thence Westerly and 25 feet Northerly and parallel to the North line of lands conveyed in the following Deeds:

(a) Deed executed by Union Lumber Company to Lestie A. Coble et ux, dated April 30, 1945, recorded May 3, 1945 in Volume 182 of Official Records, page 414, Mendocino County Records.

(b) Deed executed by Union Lumber Company to John Ghens, dated March 15, 1944, recorded April 20, 1944 in Volume 172 of Official Records, page 306, Mendocino County Records.

(c) Deed executed by Union Lumber Company to Dominic F. Carine et al, dated August 1, 1969, recorded August 15, 1969 in Volume 771 of Official Records, page 241, Mendocino County Records, to the Easterly boundary of that parcel of land conveyed in the Deed executed by Union Lumber Company to A. Paladini, Inc. dated March 8, 1941, recorded March 31, 1941 in Volume 148 of Official Records, page 134, Mendocino County Records; thence Southerly along the Easterly boundary thereof 25 feet to the Northwest corner of 771 of Official Records, page 241; thence Easterly along the Northerly line of above described deeds (a), (b) and (c) to the Southwest corner of Book 172 of Official Records, page 305; thence Northerly along the Westerly line of said parcel, 25 feet to the Point of Beginning.

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Section 1 - Lot 1, EXCEPTING THEREFROM that portion thereof which lies within that certain parcel conveyed to Fred C. Holmes by deed recorded April 15, 1964 in Book 656 Official Records, page 355, Mendocino County Records, being more particularly described as follows:

All that certain lot, piece or parcel of land situate, lying and being within Lot 1 and the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 1, Township 18 North, Range 18 West, Mount Diablo Base and Meridian in the County of Mendocino, State of California, bounded and lying within the following described boundary lines:

BEGINNING at a point in the North line of Elm Street Extension to the City Dump, such point being 60 feet North and 50 feet West of the Northwest corner of that certain parcel of land now owned and belonging to J. Rosal and Company in the City of Fort Bragg, County of Mendocino, State of California. Thence from said point of beginning and along the exterior boundary lines of the land to be described as follows:

N. 0° 1' 41" E., 364.13 feet; thence N. 3° 49' 41" E. 40.44 feet; thence N. 3° 14' 39" E., 269.67 feet; thence N. 1° 31' 43" W., 151.07 feet; thence N. 18° 05' 41" E., 335.50 feet; thence East 249.81 feet; thence South 143.53 feet; thence S. 29° 10' E., 434.70 feet to the North Extension of the West boundary of Stewart Street; thence South 620.25 feet; thence West, 580.00 feet, more or less, to the point of beginning, containing 13.0 acres, more or less.

ALSO EXCEPTING from Lot 1 that portion thereof as conveyed to the State of California by Grant Deed dated September 7, 1972, recorded September 27, 1972 in Book 901, Official Records, page 417, Mendocino County Records.

Lots 2 and 3:

All that part of the E $\frac{1}{2}$ SE $\frac{1}{4}$ lying southerly of the south line of Blocks A and B of Weller Addition to the City of Fort Bragg and all that part 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 to Fort

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Fort Bragg Properties
Township 18 North, Range 18 West, M. D. M. (continued)

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.

All that part of Section 1, Township 18 North, Range 18 West, M. D. M. lying West of the range line, being bounded on the North and East by the centerline of Pudding Creek and on the South and West by the North and East line of Lot 1 in Section 1, Township 18 North, Range 18 West, M. D. M., and on the West by a line drawn from headland to headland, EXCEPTING that portion thereof as conveyed to the State of California by Grant Deed dated September 27, 1972 in Book 901, Official Records, page 417, Mendocino County Records.

Section 12 - Lots 1, 2, 3, and 4; E $\frac{1}{2}$ E $\frac{1}{2}$;

EXCEPTING from Lots 2 and 3, as shown on record of survey filed in Case 2, Drawer 10, page 5, Mendocino County Records, that part thereof as 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 28, 1970 in Book 834 Official Records, page 517, Mendocino County Records, being more particularly described as follows:

Beginning at a point distant West 1793.3 feet and South 2324.0 feet from the Section corner common to Sections 1, 6, 7 and 12, Township 18 North, Range 17 and 18 West, Mount Diablo Base and Meridian; running thence from said point of beginning South 20° 24' West 336.50 feet; thence North 78° 37' West 510 feet, more or less, to the line of Mean High Water of the Pacific Ocean; thence Northerly along said line of Mean High Water to a point which bears North 41° 11' West from the point of beginning of the parcel of land herein described; thence from said point South 41° 11' East 600 feet more or less to the point of beginning.

Containing 6.1 acres, more or less.

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**Fort Bragg Properties
Township 18 North, Range 18 West, M. D. M. (continued)**

ALSO EXCEPTING from Lot 2 and the $SE\frac{1}{4}NE\frac{1}{4}$ those parcels being more particularly described as follows:

PARCEL ONE:

Commencing at the Northeast Corner of the said Section 12 as shown on Record of Survey filed in Case 2, Drawer 10, Page 5, Mendocino County Records, thence South 28° 18' 42" West 2124.96 feet to the true point of beginning, said point being alongside the Northeast corner of the Plywood Plant foundation wall; thence South 6° 48' West 363.00 feet; thence North 83° 12' West 325.10 feet; thence North 6° 48' East 244.00 feet; thence South 83° 12' East 160.00 feet; thence North 6° 48' East 119.00 feet; thence South 83° 12' East 165.10 feet to the point of beginning, containing 2.27 acres, more or less.

PARCEL TWO:

Commencing at the Northeast Corner of the said Section 12 as shown on Record of Survey filed in Case 2, Drawer 10, Page 5, Mendocino County Records, thence South 28° 18' 42" West 2124.96 feet, thence North 83° 12' West 165.10 feet to the true point of beginning, said point being a brass disc stamped L.S. 3117 in a concrete loading ramp on the north side of the Plywood Plant; thence North 83° 55' West 115.90 feet; thence North 05° 33' East 8.84 feet; thence North 82° 50' West 20.36 feet; thence South 08° 20' West 9.32 feet; thence North 81° 06' West 163.35 feet; thence South 07° 49' West 19.79 feet; thence North 82° 34' West 15.43 feet; thence South 06° 44' West 43.65 feet; thence South 81° 36' East 37.77 feet; thence South 08° 59' West 7.88 feet; thence South 83° 45' East 32.91 feet; thence North 06° 36' East 6.74 feet; thence South 82° 19' East 245.46 feet; thence North 06° 43' East 69.00 feet to said point of beginning, containing .39 acres, more or less.

Section 13 - Lot 1;

All that portion of Section 13 depicted as Union Lumber Company land containing 18.4 acres, as shown on Record of Survey recorded December 2, 1966 in Map Case 2, Drawer 6, Page 46, Survey Records of Mendocino County, California.



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FLATTED PROPERTY

WELLER ADDITION TO FORT BRAGG, COUNTY OF MENDOCINO,
STATE OF CALIFORNIA.

Block A
Block B

Lots 1 and 2
Lot 14

WILLITS PROPERTIES

PARCEL ONE:

(A) COMMENCING at a point on the Western boundary line of the Ordway Tract, as per the official map of said tract now on file in the office of the County Recorder of Mendocino County, State of California, said point being 660 feet from the Northwest corner of said tract. Said point also being the Southeast corner of Lot 9 in Block 15 of Daugherty's Addition to the Town of Willits, as per the official plat thereof now on file in the office of the County Recorder of Mendocino County at Ukiah, California; thence running North 88° 26' East 634 feet to the Northwest corner of Lot 60 of said Ordway Tract; thence South 0° 45' East along the West boundary of said Lot 60 and continuing on the same course to the Southerly bank of Baschtel Creek; thence in a Northeasterly direction along the Southerly boundary of said Baschtel Creek and following the meanderings thereof to the East boundary of said Ordway Tract; thence South 0° 45' East 556 feet along the East boundary of said Ordway Tract to the Southeast corner thereof; thence South 88° 26' East 825 feet along the South boundary of said Ordway Tract to the Southwest corner thereof; being the quarter corner between Sections 18 and 19, Township 18 North, Range 13 West, Mount Diablo Base and Meridian; thence North 0° 45' West 632.5 feet along the West boundary of said Ordway Tract to the point of beginning.

SAVING AND EXCEPTING Lot 18 of the Ordway Tract.

(B) Lots 1 to 10 inclusive and Lots 30 to 60 inclusive as numbered and designated upon the map entitled "Ordway Tract" now on file in the office of the County Recorder of the County of Mendocino, State of California.

SAVING AND EXCEPTING the West half of Lots 1 and 2 as numbered and designated upon the map entitled "Ordway Tract" now on file in the office of the County Recorder of the County of Mendocino, State of California.

(C) BEGINNING at the Southwest corner of Lot 18 as numbered and designated upon the map entitled "Ordway Tract" filed in the office of the County Recorder of the County of Mendocino, State of California, and running thence North 88° 26' East 160.80 feet, more or less, to the center of Baschtel Creek; thence Northeasterly along the center of said creek 130 feet more or less, to its intersection with the North line of said Lot 18 extended Easterly line its same course; thence West 236 feet, more or less, to the Northwest corner of said Lot 18; thence South 114.5 feet of the piece of beginning.

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Willits Properties (Continued)

SAVING AND EXCEPTING FROM A, B AND C ABOVE THE FOLLOWING:

1st: That portion conveyed in the Deed executed by Union Lumber Company, a California corporation to Willits Redwood Products Company, a California corporation, dated February 25, 1965, recorded March 17, 1965 in Volume 684 of Official Records, page 651, Mendocino County Records.

2nd: That portion conveyed in the Correction Deed executed by Union Lumber Company, a California corporation to Willits Redwood Products Company, a California corporation, dated May 27, 1965, recorded June 1, 1965 in Volume 690 of Official Records, page 398, Mendocino County Records.

3rd: That portion conveyed in the Deed executed by Union Lumber Company, a California corporation to Willits Redwood Products Company, a California corporation, dated September 23, 1966, recorded October 18, 1966 in Volume 726 of Official Records, page 691, Mendocino County Records.

PARCEL TWO:

All that portion of Block 17 as numbered and designated upon the map entitled "Map of Daugherty's Addition to Willits, Mendocino County California", filed for record December 26, 1901 in Map Case 1, Drawer 1, page 20, Mendocino County Records, lying South of the centerline of Baechtel Creek.

PARCEL THREE:

COMMENCING at the Northwest corner of Section 18, Township 18 North, Range 13 West, Mount Diablo Meridian, running North 88° 38' East along the line between Sections 18 and 7 of said Township a distance of 1420.6 feet to the East line of the Northwestern Pacific Railroad right of way, the point of beginning of the within description; thence South 0° 24' East along the East line of said right of way a distance of 1240.90 feet to a point in the center of Mill Creek; thence following the meanders of Mill Creek North 51° 32' East 312.70 feet; North 36° 54' East 81.69 feet; North 14° 32' East 227.90 feet; North 16° 10' East 140.91 feet; North 13° 38' East 142.50 feet; North 60° 14' East 97.48 feet; North 75° 46' East 101.20 feet; North 13° 51' East 91.10 feet; North 44° 47' East 170.65 feet; North 31° 16' East 157.06 feet; North 52° 02' East 66.21 feet; South 79° 32' East 69.56 feet; North 79° 19' East 113.50 feet; North 45° 48' East 34.27 feet; North 1° 16' West 59.15 feet to a point on the West bank of Mill

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Willits Properties (continued)

Creek on the line between Sections 18 and 7 of Township 18 North, Range 13 West, Mount Diablo Meridian; thence South 88° 38' West along the line between said Sections 18 and 7 a distance of 1142.3 feet to the point of beginning.

PARCEL FOUR:

COMMENCING at the Northwest corner of Section 18, Township 18 North, Range 13 West, Mount Diablo Meridian, and running thence North 88° 38' East along the line between Sections 18 and 7 of the aforesaid Township, a distance of 3456.47 feet to an iron pipe; thence South 1° 22' East 945.30 feet; thence South 88° 38' West 1241.51 feet to the point of beginning of this description; thence North 1° 22' West 580 feet, more or less, to the centerline of Mill Creek and the property line of W.M. Moores, W.H.A. Smith, C.E. McCulloch, Jr. and R. A. Schenck as per deed recorded October 30, 1947 in Liber 214 of Official Records, page 140 et seq, Records of Mendocino County, California; thence following the meanders of said Mill Creek Southwesterly along the exterior boundaries of said Moores, Smith, McCulloch, Jr. and Schenck lands as described in the above mentioned deed to a point in the centerline of said Mill Creek, which bears South 88° 38' West of the point of beginning of this description; thence North 88° 38' East 496 feet, more or less, to the point of beginning of this description.

PARCEL FIVE:

BEGINNING at the quarter section corner between Sections 7 and 18, Township 18 North, Range 13 West, Mount Diablo Meridian, and running thence South 1° 2' East along the line running North and South through the center of Section 18, a distance of 940 feet to the North boundary of the right of way running East and West, conveyed by North Bay Farms Company to City of Willits, by deed dated November 26, 1918, recorded in Liber 139 of Official Records, page 11, Mendocino County Records; thence Westerly along said North boundary of said right of way 370 feet to the East line of the land in said Section 18, conveyed by California Coast Lumber Company, a corporation, to Wolf Creek Timber Company, Inc., a corporation, by deed dated July 28, 1949, recorded in Liber 258 of Official Records, page 126, Mendocino County Records; thence North 1° 22' West along the East line of said land 670 feet to the center of Mill Creek; thence following the meanderings of the center of Mill Creek North 31° 16' East 157.06 feet; North 52° 02' East 66.21 feet; South 79°

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Willits Properties (continued)

32' East 69.56 feet; North 79° 19' East 113.50 feet; North 45° 48' East 34.27 feet; North 1° 16' West 59.15 feet to the intersection of said centerline with the section line between Sections 7 and 18, Township 18 North, Range 13 West; thence Easterly along said section line 50 feet to the point of beginning.

PARCEL SIX:

(A) COMMENCING at the Section corner common to Sections 7 and 18, Township 18 North, Range 13 West, Mount Diablo Meridian, and Sections 12 and 13, Township 18 North, Range 14 West, Mount Diablo Meridian; thence following along the Section line common to Sections 7 and 18, Township 18 North, Range 13 West, Mount Diablo Meridian, North 83° 38' East 1420.68 feet; thence leaving said Section line South 0° 24' East, 1400.50 feet to the true point of beginning; thence along the Southerly line of the Northwestern Pacific Railroad Company's right of way South 89° 35' West, 56.22 feet to the Easterly line of the land conveyed by the Anglo California Trust Company to Willits Lumber Company by Deed dated August 14, 1951 and recorded in Liber 64 of Official Records, Page 123, Mendocino County Records; thence Southerly along said Easterly line the following courses and distances; South 31° 14' East, 50.24 feet; thence South 35° 03' East, 293.11 feet; thence South 39° 07' East, 58.17 feet; thence South 30° 18' East, 91.25 feet; thence South 20° 38' East, 104.65 feet; thence South 11° 03' East, 87.44 feet; thence South 5° 26' East, 86.98 feet; thence South 0° 31' East, 254.71 feet to the NW corner of the land conveyed to J. F. Pritchard and Company of California by the Willits Lumber Company by Deed dated March 29, 1944 and recorded in Liber 172 of Official Records, Page 307, Mendocino County Records; thence following along the Northerly line of said Pritchard and Company land North 83° 14' East, 506.98 feet to the Westerly line of the right of way conveyed by the North Bay Farms Company to the City of Willits by Deed dated November 26, 1938 and recorded in Liber 130 of Official Records, Page 11, Mendocino County Records; thence following along the Westerly line of said right of way North 30° 58' East 14.11 feet; thence North 1° 22' West 1379.64 feet; thence leaving the Westerly line of said right of way South 88° 38' West 458.43 feet to the center of the channel of Mill Creek and the Easterly line of the land conveyed to Margaret S. Simonson, Oene M. Simonson and T. E. Simonson by the North Bay Farms Company, by Deed dated December 12, 1938, recorded in Liber 127 of Official Records, page 418, Mendocino County Records; thence following along

Willite Properties (continued)

the Easterly line of said Simonson land the center of the channel of Mill Creek the following courses and distances: South 14° 32' West 59.85 feet; thence South 36° 54' West 81.69 feet; thence South 51° 32' West 312.70 feet to the intersection of the center of the channel of Mill Creek and the Easterly line of the Northwestern Pacific Railroad Company right of way; thence leaving the center of the channel of said Mill Creek and following along the Easterly line of said right of way South 0° 24' East 146.00 feet to the point of beginning, containing 19.67 acres, more or less.

EXCEPTING therefrom all oil, gas and minerals, as reserved in the deed executed by Pacific Slope Lumber Inc., a Corporation to Jack W. Cochran et al, recorded November 2, 1950 in Volume 282 of Official Records, page 102, Mendocino County Records.

(B) All that certain lot, piece or parcel of land situate, lying within and being a portion of the West half of Section 18, Township 18 North, Range 13 West, Mount Diablo Base and Meridian, in the City of Willite, County of Mendocino, State of California, more particularly described as follows, to wit:

Beginning at a point in the North line of Commercial Street in the City of Willite, which point is 2751.21 feet South and 1711.14 feet East of the Section corner common to Sections 7, 12, 13 and 18, Township 18 North, Ranges 13 and 14 West, Mount Diablo Base and Meridian, such point of beginning being identical with the Southwest corner of that certain parcel of land conveyed to Stanley W. Richardson and Mildred D. Richardson by deed recorded in Liber 321 of Official Records, page 256, Mendocino County Records, on July 18, 1952, and marked by an iron post 3 feet 2 inches diameter with brass cap 3 inches diameter flush with ground; thence from said point of beginning and along the exterior boundary lines of the lot, piece or parcel of land described as follows: Along said North line of Commercial Street South 88° 44' West 140.00 feet; thence leaving Commercial Street North 1° 16' West 1107.41 feet to a point marked by a 3/4 inch Iron pin with top extending 6 inches above ground; thence South 34° 49' East 17.62 feet; thence South 38° 53' East 58.17 feet; thence South 30° 04' East 91.25 feet; thence South 20° 34' East 104.65 feet; thence South 10° 47' East 87.44 feet; thence South 5° 12' East 86.98 feet; thence South 0° 17' East

Willite Properties (continued)

254.71 feet to a point marked by a 3/4 inch iron pin with top extending 6 inches above ground and being the Northwest corner of that certain parcel of land conveyed to Stanley W. Richardson and Mildred D. Richardson by Deed recorded in Liber 321 of Official Records, page 256, Mendocino County Records; thence along the West boundary line of said property South 1° 16' East 440.07 feet to the point of beginning.

All bearings as hereinabove mentioned being based and reduced from the centerline of the present existing main line track of the Northwestern Pacific Railroad Company, such centerline bearing being North 0° 18' East.

SAVING AND EXCEPTING THEREFROM that portion conveyed by Joseph Farley, et al to Little Lake Development Corporation in Deed dated September 3, 1965, recorded November 12, 1965, in Volume 702 of Official Records, page 632, Serial No. 38054, Mendocino County Records.

ALSO EXCEPTING THEREFROM that portion conveyed in the Deed executed by Union Lumber Company, a California corporation to Joseph Farley, et ux, dated May 12, 1961, recorded September 27, 1961 in Book 578 of Official Records at Page 99, Mendocino County Records.

(C) Beginning at the Northwest corner of Section 18, Township 18 North, Range 13 West, Mount Diablo Base and Meridian; thence running South 43° 48' East, 1850.29 feet to a 1 inch diameter iron pin monument with a top 4 inches above the ground surface set in a rock mound in the Easterly right of way line of the Northwestern Pacific Railroad, from which monument a nail with copper disc stamped "LS 1940" in the Easterly end of the Southerly bulkhead cap of the Northwestern Pacific Railroad bridge crossing over Willite Creek, bears South 73° 45' West, 26.70 feet distant; thence North 87° 52' East 61.00 feet to a 1 inch diameter iron pin monument with top 4 inches above ground surface set in a rock mound, from which monument a nail with copper disc stamped "L. S. 1940" set in a telephone pole 4 feet above ground surface bears South 74° 39' West, 62.43 feet distant; thence South 26° 07' East 50.01 feet to a 3/4 inch diameter iron pin monument; thence South 31° 00' East, 50.24 feet to a 3/4 inch diameter iron pin monument; thence South 34° 49' East, 53.37 feet and the TRUE POINT OF BEGINNING for the

Mendocino County

Willite Properties (continued)

PARCEL SEVEN:

That certain real property situated in the Northwest quarter of Section 18, Township 18 North, Range 13 West, Mount Diablo Base and Meridian, particularly defined and lying within the following described boundaries:

BEGINNING at the Northwest corner of Section 18, Township 18 North, Range 13 West, Mount Diablo Base and Meridian, and running thence North $88^{\circ} 38'$ East along the line between Sections 18 and 7 of the aforesaid Township, a distance of 3456.47 feet to an iron pipe; thence South $1^{\circ} 22'$ East 985.30 feet; thence South $88^{\circ} 38'$ West along the North line of the Sewage plant road, a distance of 1241.51 feet to the point of beginning of the parcel to be conveyed herein; thence continuing South $88^{\circ} 38'$ West along the South line of the parcel to be conveyed which is also the North boundary of that parcel formerly belonging to Ridgewood Lumber Company, a distance of 496 feet to the centerline of Mill Creek; thence along that same centerline of Mill Creek North $14^{\circ} 32'$ East 41.6 feet; thence North $88^{\circ} 38'$ East 484.6 feet; thence South $1^{\circ} 22'$ East 40 feet; more or less, to the point of beginning.

PARCEL EIGHT:

A parcel of real property in Section 19 Township 18 North, Range 13 West, Mount Diablo Meridian, County of Mendocino, California, described as follows:

BEGINNING at the Quarter Section Corner common to Sections 18 and 19 of Township 18 North, Range 13 West, Mount Diablo Meridian, proceed North $88^{\circ} 30'$ East 820.87 feet along the North line of aforesaid Section 19; thence leaving said Section Line proceed South $1^{\circ} 09' 40''$ East 198.24 feet; thence South $30^{\circ} 40'$ West 711.38 feet to a point in the existing fence line; thence North $89^{\circ} 16' 50''$ West along said existing fence line 368.16 feet; thence South $37^{\circ} 27' 50''$ West 138.19 feet to the North-South Quarter Section Line; thence along the North-South Quarter Section Line proceed North $0^{\circ} 32' 30''$ West 892.92 feet to the point of beginning.

Willits Properties (continued)

MINERALS ONLY

PARCEL ONE:

BEGINNING at a point in the Northeast corner of Lot 17, Block 16 of Daugherty's Addition to Willits, as shown on the official map of Daugherty's Addition filed December 26, 1901, Mendocino County Records; thence North 88° 27' West 15.00 feet; thence South 1° 33' West 330 feet ± to a point in the SE corner of that certain real property described in the Deed from Union Lumber Company, a corporation to Robert Edward Burton, et ux, dated June 11, 1964, recorded July 22, 1964, in Volume 664 Official Records, page 643, Serial No. 20287, Mendocino County Records; thence Easterly parallel with the South line of San Francisco Avenue to a point in the East boundary line of the above mentioned Lot 17, Block 16 of Daugherty's Addition; thence North 0° 45' West and along said East line to the point of beginning.

(the above mineral rights were reserved in the Deed executed by Union Lumber Company, a California corporation to Willits Redwood Products Company, a California corporation, dated September 23, 1966, recorded October 18, 1966 in Volume 726 of Official Records, page 691, Mendocino County Records.)

PARCEL TWO:

That certain property located in Sections 18 and 19, Township 18 North, Range 13 West, Mount Diablo Meridian, in and about the City of Willits, more particularly described as follows:

From the 1/4 corner between Sections 18 and 19, Township 18 North, Range 13 West, Mount Diablo Meridian, said 1/4 corner being shown on the official map of Daugherty's Addition to the City of Willits, filed December 26, 1901, proceed Southerly along the Eastern boundary of Blocks 16 and 17 of the aforementioned Daugherty's Addition to the centerline of Baechtel Creek; thence Southwesterly along centerline of Baechtel Creek to the Easterly boundary of the Northwestern Pacific Railroad right of way; thence NW along aforementioned railroad right of way to the most Southerly corner of Lot 10 of Block 16 of the aforementioned Daugherty's Addition; thence Northerly along the East boundary

Willite Properties (continued)

of the aforementioned Lot 10, a distance of 121.7 feet; thence Easterly 42.00 feet; thence Northerly 18.55 feet along the East boundary of that certain parcel of land conveyed by H. H. Davis and Lou Davis to Union Oil Company by Deed recorded June 26, 1924 in Book 178 of Deeds, Page 495, Mendocino County Records; thence Easterly along the South boundary of that certain parcel of land conveyed by Mrs. Frances L. Whitney, formerly Frances Washburn, to Arthur E. Smith and Carrie M. Smith by Deed recorded July 12, 1944 in Book 176 of Official Records, Page 157, Mendocino County Records, to a point at the SE corner of aforementioned Smith parcel; thence continuing South 88° 59' East, 132.13 feet to a point said to be Southerly 287.35 feet of the NW corner of Lot 15 of Block 16 of the aforementioned Daugherty's Addition; thence Southerly along the West boundary of the aforementioned Lot 15 to the SW corner of that certain parcel conveyed by Lena Allyn to Elisabeth Gebhardt by Deed, Serial No. 36354-62, recorded 1962 in Mendocino County Records; thence Easterly along the South boundary of the aforementioned Gebhardt parcel to the SE corner of said Gebhardt parcel; thence Easterly along the South boundary of that certain parcel owned by Harold E. Ross and Laura F. Ross by Deed, Serial No. 2223-51, recorded 1951 in Mendocino County Records, to the SE corner of said Ross parcel; thence Easterly along the South boundary of that certain parcel conveyed by Union Lumber Company to R. Edward Burton and Hettie O. Burton by Deed recorded July 21, 1964 in Book 664 of Official Records, Page 643, Mendocino County Records, to the SE corner of said Burton parcel; thence East on a line through the Ordway Tract to a point where said line intersects the centerline of Baechtel Creek; thence Southwesterly along the centerline of Baechtel Creek to where said centerline of Baechtel Creek intersects the Section line between Sections 18 and 19, Township 18 North, Range 13 West, Mount Diablo Meridian; thence Westerly along the aforementioned Section line to the 1/4 corner between the aforementioned Sections 18 and 19, said 1/4 corner being the point of beginning. Containing 9.57 acres, more or less.

(the above mineral rights were reserved in the Deed executed by Union Lumber Company, a California corporation, to Willite Redwood Products Company, a California corporation, dated May 27, 1965, recorded June 1, 1965 in Volume 690 of Official Records, Page 398, Mendocino County Records.)

Mendocino County

LEGGETT PROPERTIES

Township 23 North, Range 17 West, M. D. M.

Section 11 - SE $\frac{1}{4}$ SW $\frac{1}{4}$; W $\frac{1}{2}$ NE $\frac{1}{4}$;
SE $\frac{1}{4}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$

Section 14 - All that portion of the North half of Section 14, Township 23 North, Range 17 West, Mount Diablo Base and Meridian lying North of the California State Highway as described in the final Order of Condemnation granted to the State of California, dated December 30, 1930, recorded December 31, 1930 in Volume 57 of Official Records, page 162, Mendocino County Records.

SAVING AND EXCEPTING THEREFROM THE FOLLOWING:

1st: That portion conveyed in the Deed executed by Charles N. Underwood et ux, to State of California, dated March 14, 1925, recorded May 1, 1925 in Liber 150 of Deeds, page 263, Mendocino County Records.

2nd: That portion conveyed in the Deed executed by Charles Underwood et ux, to Alonso Rusk by deed dated May 8, 1934, recorded in Liber 95 of Official Records, page 184, Mendocino County Records.

3rd: That portion conveyed in the Deed executed by Union Lumber Company, a corporation, to State of California, dated April 30, 1968, recorded July 9, 1968 in Volume 768 of Official Records, page 507, Mendocino County Records.

4th: That portion conveyed in the Deed executed by Union Lumber Company to State of California, dated February 10, 1967, recorded April 28, 1967 in Volume 739 of Official Records, page 196, Mendocino County Records.

EXHIBIT C

Real property and appurtenances thereto located in the County of Mendocino, State of California, described as follows:

Parcel One

A parcel in Section 12, Township 18 North, Range 18 West, Mount Diablo Meridian, described as follows:

Commencing at the Northeast Corner of the said Section 12 as shown on Record of Survey filed in Case 2, Drawer 10, Page 5, Mendocino County Records, thence South 23° 18' 42" West 2124.96 feet to the true point of beginning, said point being alongside the Northeast corner of the Plywood Plant foundation wall; thence South 6° 49' West 353.00 feet; thence North 53° 12' West 325.10 feet; thence North 6° 45' East 244.00 feet; thence South 33° 12' East 160.00 feet; thence North 0° 48' East 119.00 feet; thence South 21° 12' East 185.10 feet to the point of beginning, containing 2.27 acres more or less.

Parcel Two

A parcel in Section 12, Township 18 North, Range 18 West, Mount Diablo Meridian, described as follows:

Commencing at the Northeast Corner of the said Section 12 as shown on Record of Survey filed in Case 2, Drawer 10, Page 5, Mendocino County Records, thence South 23° 18' 42" West 2124.96 feet, thence North 33° 12' West 165.10 feet to the true point of beginning, said point being a brass disc stamped L.S. 3117 in a concrete loading ramp on the north side of the Plywood Plant; thence North 33° 35' West 115.90 feet; thence North 05° 33' East 8.54 feet; thence North 82° 50' West 20.36 feet; thence South 03° 20' West 9.52 feet; thence North 83° 00' West 163.35 feet; thence South 07° 49' West 19.79 feet; thence North 82° 34' West 15.45 feet; thence South 06° 44' West 43.65 feet; thence South 81° 36' East 37.77 feet; thence South 08° 59' West 7.88 feet; thence South 83° 45' East 52.91 feet; thence North 06° 36' East 6.74 feet; thence South 82° 39' East 245.46 feet; thence North 06° 43' East 69.00 feet to said point of beginning, containing .39 acres more or less.



993

RECORDING REQUESTED BY

DATE WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL WAS BY AIRMAIL TO:

Name: Mr. Dave King
Address: Georgia-Pacific Corporation
900 B. W. Fifth Ave.
City: Portland, Oregon 97204

RECORDED AT REQUEST OF
De Johnson
BOOK 1802 PAGE 716
JAN 17 9 40 AM '90

OFFICIAL RECORDS
MEMPHIS COUNTY CLERK
HARRISON A. JONES
RECORDER

This Order No. _____ Excer. No. _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Quitclaim Deed

\$28.00	PAID
	PCO
	FILED
<input checked="" type="checkbox"/>	EXEMPT

7.00
2.00

The undersigned declares that the documentary transfer tax is NONE and is
 computed on the full value of the interest or property conveyed, or is
 computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale. The land, tenements or realty is located in
 unincorporated area city of FORT BRAGG

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.

Georgia-Pacific Corporation, a Georgia Corporation
do hereby convey, release and forever quitclaim to
Georgia-Pacific Corporation, a Georgia corporation

The following described real property is the City of Fort Bragg County of Mendocino state of California:

Any and all levies and any and all interests thereto lying within the following described real property.
This deed is pursuant to the City of Fort Bragg Lot Line Adjustment #8-88.
See EXHIBIT "A" attached hereto and made a part hereof.

Dated December 18, 1989
GEORGIA-PACIFIC CORPORATION
By *D. Johnson* Vice President
By *William E. Craig* Assistant Secretary
STATE OF OREGON }
County of Multnomah } ss.

On this 5th day of January, 1990, before me the undersigned, a Notary Public in and for said County and State, personally appeared Dewey L. Hobley, known to me to be the Vice President, and William E. Craig, known to me to be the Assistant Secretary, of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

(SEAL) *Nancy L. Thomas*
Nancy L. Thomas
My commission expires 11/1/92.

EXHIBIT "A"

A parcel of land is Section 1, Township 18 North, Range 10 West, Mount Diablo Base and Meridian lying South of Pudding Creek and West of the Georgia-Pacific truck road in the County of Mendocino and State of California further described as follows:

Beginning at a point in the North fence line of the Georgia-Pacific milliard, said point being South $10^{\circ} 33' 12''$ West, 3523.30 feet from the United States Coast and Geodetic Survey Triangulation Station "Fort Bragg" and 60 feet at right angles from the centerline of the Georgia-Pacific truck road as located at this time. Thence on the following courses and distances along the westerly line of the truck road right-of-way.

North $01^{\circ} 29' 48''$ East, 290.38 feet
North $03^{\circ} 02' 00''$ East, 297.08 feet
North $05^{\circ} 33' 56''$ East, 280.53 feet
North $18^{\circ} 25' 11''$ East, 179.78 feet
North $18^{\circ} 36' 46''$ East, 1117.52 feet
North $23^{\circ} 18' 12''$ East, 135.63 feet to a point bearing North $68^{\circ} 32' 28''$ West, 60.02 feet from the centerline of the South end of the Pudding Creek Bridge. Thence, North $19^{\circ} 35' 62''$ East to the mean high tide line of Pudding Creek Estuary. Thence leaving the truck road right-of-way boundary and proceeding westerly along the mean high tide line of Pudding Creek Estuary to the mean high tide line of the Pacific Ocean. Thence southerly along the mean high tide line of the Pacific Ocean to a point that bears South $88^{\circ} 45' 13''$ West from the point of beginning. Thence North $88^{\circ} 45' 13''$ East, approximately 300 feet to a point in the North fence line of the Georgia-Pacific milliard. This point bears South $36^{\circ} 40' 47''$ West, 260.58 feet from the center East $1/18$ corner of Section 1, Township 18 North, Range 10 West as established by the Record of Survey Map recorded in Map Case 2, Order 10, Page 8, Mendocino County Records; thence along the milliard fence North $88^{\circ} 45' 13''$ East, 525.88 feet to the point of beginning. Containing approximately 38.8 acres.

A. P. #8-010-13

Richard A. Seale
Richard A. Seale, L.S. 4455



BOOK 1802 PAGE 717

893

18641

RECORDED AT REQUEST OF
G.P. CORP
BOOK 1856 PAGE 451
90 SEP -5 PH 4:11

ORIGINAL RECORDS
MULTNOMAH COUNTY CLERK
NASHA YOUNG
RECORDS

✓ WHEN RECORDED MAIL TO:
Georgia-Pacific Corporation
900 S. N. Fifth Avenue
Portland, Oregon 97204
Attention: Law Department

MAIL TAX STATEMENTS TO:
Georgia-Pacific Corporation
133 Peachtree Street, N. E.
Atlanta, Georgia 30303
Attention: Real Property Tax Department

\$20.00
PAID
PCO
FILED
<input checked="" type="checkbox"/> Example

7.00
I-P

Partion App 18-04-01

QUITCLAIM DEED Documentary Transfer Tax - 0 -
Douglas C. Mobley

FOR VALUE RECEIVED, GEORGIA-PACIFIC CORPORATION, a Georgia corporation, "Grantor", does hereby remise, release and forever quitclaim to GEORGIA-PACIFIC CORPORATION, "Grantee", all right, title and interest in and to that real estate described on the attached Exhibit A.

DATED this 16th day of August, 1990.

GEORGIA-PACIFIC CORPORATION

By D. Mobley VC
Dewey Mobley cpa
Vice President

By William Craig
William Craig
Assistant Secretary

STATE OF OREGON)
County of Multnomah) ss.

On this 16th day of August, 1990, before me the undersigned, a Notary Public in and for said County and State, personally appeared Dewey Mobley and William Craig, known to me to be the Vice President and Assistant Secretary, respectively, of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Nancy L. Thomas
Nancy L. Thomas
My commission expires 11/1/92.

(SEAL AFFIXED)

Exhibit A

Property Description for Quitclaim Deed

Georgia-Pacific Corporation to Georgia-Pacific Corporation

Re: City of Fort Bragg Lot Line Adjustment No. 6-70

A parcel of land located in the City of Fort Bragg, County of Mendocino, State of California and being a portion of Section 7, Township 18 North, Range 17 West, Mount Diablo Base and Meridian, lying Westerly of California State Highway One, more particularly described as follows:

All that portion of the West-half of the Southwest quarter of said Section 7, Township 18 North, Range 17 West, Mount Diablo Base and Meridian, lying Westerly of California State Highway One, excepting therefrom the following described parcel:

Beginning at the Southwest corner of said Section 7; thence South $66^{\circ} 17' 08''$ East, 283.03 feet along the southerly line of said Section 7 to a point on the Westerly boundary of said Highway One; said point is on a 8,949.72 foot (Record 5,950 foot) radius curve to the left, a tangent at said point bears North $06^{\circ} 06' 14''$ East, proceeding along the arc of said curve for a distance of 333.08 feet through an angle of $3^{\circ} 12' 27''$ along said Highway boundary to a 6" x 6" concrete right-of-way monument; thence continuing along said Highway boundary North $2^{\circ} 54' 12''$ East, 358.23 feet to a line that is an extension of the Southerly line of Cypress Street projected Westerly, thence along said projected line North $88^{\circ} 41' 01''$ West, 312.49 feet to the West boundary of said Section 7; thence South $01^{\circ} 18' 01''$ West, 686.88 feet along said West boundary of Section 7 to the Point of Beginning.

Basis of bearings of the hereinabove description are in terms of California State Grid, Zone 2. All distances are horizontal ground distances.

Portion of AP# 18-04-01

End of Description

Prepared by: *Douglas C. Mallery*
Douglas C. Mallery L.S. 5940
Georgia-Pacific Corporation
90 W. Redwood Avenue
Fort Bragg, CA 95437
(707) 564-5651



BOOK 1856 PAGE 452

18641

18640

RECORDED AT REQUEST OF
G.P. CORP.
BOOK 1856 PAGE 449
90 SEP -5 PM 4: 11

ORIGINAL RECORDS
MULTNOMAH COUNTY CLERK
WASHA A. YOUNG
RECORDED

✓ WHEN RECORDED MAIL TO:
Georgia-Pacific Corporation
900 S. W. Fifth Avenue
Portland, Oregon 97204
Attention: Law Department

MAIL TAX STATEMENTS TO:
Georgia-Pacific Corporation
133 Peachtree Street, N. E.
Atlanta, Georgia 30303
Attention: Real Property Tax Department

REC'D
PAID
PCO
FILED
<input checked="" type="checkbox"/> EXEMPT

7.00
2-P

Position 18-04-01
Apr

QUITCLAIM DEED

Documentary Transfer Tax - 0 -
- 4481 C.A.M.

FOR VALUE RECEIVED, GEORGIA-PACIFIC CORPORATION, a Georgia corporation, "Grantor", does hereby remise, release and forever quitclaim to GEORGIA-PACIFIC CORPORATION, "Grantee", all right, title and interest in and to that real estate described on the attached Exhibit A.

DATED this 16th day of August, 1990.

GEORGIA-PACIFIC CORPORATION

By D. M. Mobley VU
Dewey Mobley CPA
Vice President

By William Craig
William Craig
Assistant Secretary

STATE OF OREGON)
County of Multnomah) as.

On this 16th day of August, 1990, before me the undersigned, a Notary Public in and for said County and State, personally appeared Dewey Mobley and William Craig, known to me to be the Vice President and Assistant Secretary, respectively, of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Nancy L. Thomas
Nancy L. Thomas
My commission expires 11/1/92.

(SEAL AFFIXED)

Exhibit A

Property Description for Quitclaim Deed

Georgia-Pacific Corporation to Georgia-Pacific Corporation

Re: City of Fort Bragg Lot Line Adjustment No. 6-90

A parcel of land located in the City of Fort Bragg, County of Mendocino, State of California and being a portion of the West-half of the Southwest quarter of Section 7, Township 18 North, Range 17 West, Mount Diablo Base and Meridian, lying Westerly of California State Highway One, were particularly described as follows:

Beginning at the Southwest corner of said Section 7; thence South $88^{\circ} 17' 08''$ East, 283.93 feet along the Southerly line of said Section 7 to a point on the Westerly boundary of said Highway One; said point is on a 5,949.72 foot (Record 5,950 foot) radius curve to the left, a tangent at said point bears North $08^{\circ} 02' 14''$ East, proceeding along the arc of said curve for a distance of 333.09 feet through an angle of $3^{\circ} 12' 27''$ along said Highway boundary to a 6" x 6" concrete right-of-way monument; thence continuing along said Highway boundary North $2^{\circ} 54' 12''$ East, 356.23 feet to a line that is an extension of the Southerly line of Cypress Street projected Westerly, thence along said projected line North $88^{\circ} 41' 01''$ West, 312.49 feet to the West boundary of said Section 7; thence South $01^{\circ} 18' 01''$ West, 586.66 feet along said West boundary of Section 7 to the Point of Beginning.

Basis of bearings of the hereinabove description are in terms of California State Grid, Zone 2. All distances are horizontal ground distances.

Portion of APR 18-04-01

End of Description

Prepared by: Douglas C. Mallory
Douglas C. Mallory 2.S. 3940
Georgia-Pacific Corporation
80 W. Redwood Avenue
Fort Bragg, CA 95437
(707) 964-5651



BOOK 1856 PAGE 450

18640

Georgia Pacific
900 W W Fifth Avenue
Portland, Oregon 97204-1253

2138

RECORDED AT REQUEST OF
Georgia Pacific
BOOK 1733 PAGE 115
Feb 7 2 08 PM '89

OFFICIAL RECORDS
MENDOCINO COUNTY CALIF
MARSHA A. YOUNG
RECORDER

5.00
IP



Office of the Secretary of State Corporation Division

I, **Jack W. Graham**, Director of the Corporation Division,

DO HEREBY CERTIFY:

REX TIMBER INC., incorporated under the Oregon Business Corporation Act on June 29, 1981, merged with and into GEORGIA-PACIFIC CORPORATION, a corporation of Georgia, filed on December 29, 1988, with an effective date of December 31, 1988 as stated in the Articles of Merger. The surviving corporation is GEORGIA-PACIFIC CORPORATION. I further certify that GEORGIA-PACIFIC CORPORATION is, as of the date of this certificate, duly authorized on the records of the Corporation Division.

Jack W. Graham
Director

By *Carolyn J. Lewis*
Date *January 27, 1989*

2138

EXHIBIT D

REMEDATION OVERSIGHT SCOPE OF WORK FOR THE GEORGIA PACIFIC FORMER SAWMILL SITE 90 West Redwood Avenue, Fort Bragg, California ("Mill Site" in Mendocino County)

The following tasks may be completed as part of this Oversight Agreement:

TASK 1. Technical Consultation and Assistance.

DTSC will provide technical consultation and assistance to the Agency for the Mill Site in accordance with a mutually agreed upon schedule and subject to availability of DTSC resources. Technical consultation and assistance may include, but is not limited to, participating in meetings, conferences, workshops, and/or conference calls, researching responses to Agency's questions, reviewing existing data and preliminary reports submitted by Agency, conducting site visits, and performing general technical consultation and assistance. Technical consultation and assistance do not include oversight of removal, remedial or other site cleanup activities. The Parties will discuss what technical consultation and assistance the Agency requires to conduct and coordinate the remediation process with the specific planning process, including all appropriate public participation and CEQA compliance as further detailed below.

TASK 2. Environmental Site Assessment and Remediation.

DTSC will oversee the environmental site assessment, risk assessment, feasibility study (of remedial alternatives), remedy selection, and remediation of the Mill Site in accordance with the directives in the Order. The Parties agree to oversee all site investigation and remediation in accordance with the schedule in Exhibit E. Neither party will change the schedule without first consulting the other party and obtaining the other's concurrence. The cleanup levels shall allow for the safe redevelopment and reuse of the Mill Site as contemplated by the Specific Plan, the Coastal Trail Master Plan and any other plan or zoning designation prepared for the reuse of the Mill Site. DTSC shall not execute any land use covenant(s) on the Mill Site without first consulting the Agency. The Parties shall require that any final Cleanup Plan reference and include any and all removal or remedial actions taken prior to, or as part of, a final Cleanup Plan, as well as specific identification of releases addressed.

TASK 3. Conditional Immunity Letter.

Within sixty (60) days of DTSC's written approval of any final Cleanup Plans, DTSC will acknowledge in writing that upon proper completion of the Cleanup Plan, the immunity provided in Health and Safety Code section 33459.3 will apply. As an alternative to issuing a separate letter, DTSC may include the conditional immunity language in the letter approving the final Cleanup Plan. Any conditional immunity letter, or any letter approving a final Cleanup Plan shall clearly reference that final Cleanup Plan by title and date. The intent of the Parties is to provide the Agency and other eligible parties identified in section 33459.3(c) with the benefit of the immunity provided in the Polanco

Redevelopment Act for all known releases successfully addressed and listed in a final Cleanup Plan.

TASK 4. California Environmental Quality Act (CEQA).

DTSC and the Agency will discuss what CEQA documents are necessary and who shall prepare the necessary CEQA documents, as well as the appropriate Lead Agency and Responsible Agency under the CEQA process. DTSC and the Agency will work together to ensure that the proposed environmental document contains the information necessary for the Agency and DTSC to evaluate impacts from the proposed remediation. It is the goal of both DTSC and the Agency that the CEQA document be used by both entities in meeting their respective obligations under CEQA. If, however, for reasons specific to the project, the processes cannot be efficiently combined, then DTSC will prepare its own CEQA document for the RAP or Cleanup Plan. If required, the Agency shall submit the information necessary for DTSC to prepare this document.

TASK 5. Final Immunity Letter.

Within sixty (60) days of the date DTSC finds that a remedial or removal action has been properly completed in accordance with the Final RAP or Cleanup Plan, DTSC will notify the Agency, in writing, that the immunity provided by Health and Safety Code section 33459.3, subdivision (c) is in effect ("Final Immunity Letter"). To the extent that any removal or remedial actions were successfully completed, DTSC's Final Immunity Letter will reference the appropriate final Cleanup Plan, which will list and include those actions, to clarify the scale and scope of immunities provided in section 33459.3. Operations and Maintenance obligations may be covered under a separate Operations and Maintenance Agreement. In the event the Agency is responsible to complete the Operations and Maintenance or monitoring obligations, DTSC may require financial assurance to secure such obligations.

TASK 6. Public Participation.

(a) DTSC will conduct appropriate public participation activities for the remediation process in accordance with DTSC's standard procedures and guidance manual. The Public Participation Manual is available on DTSC's public website at <http://www.dtsc.ca.gov/LawsRegsPolicies/Policies/PPP/PublicParticipationManual.cfm>. DTSC standard procedures take into account the nature of the community surrounding the Mill Site and the level of community interest. The Agency will work cooperatively with DTSC to ensure that the affected and interested public and community are involved in the decision-making process applicable to the clean up of Mill Site, taking into account the existing public participation capabilities and procedures. DTSC and the Agency will strive to integrate the public participation activities associated with the RAP or Cleanup Plan with the public participation activities associated with the Mill Site planning process to the maximum extent possible.

(b) DTSC will provide the Agency 30 days to comment on its draft public participation plan for the Mill Site. Consistent with its standard procedures and guidance manual referenced above, DTSC will issue facts sheets and public notices as necessary and hold public meetings as appropriate for the circumstances and the nature of the remedial or removal action.

EXHIBIT E - Schedule for Remainder of Site (Excluding Trail)

Step	Activity	Upland Areas		Notes	City Comments re: Specific Plan
<i>Investigation Phase</i>					
1	Remedial Investigation of OU A	Completed		Approved by DTSC February 14, 2008	
	Phase I Environmental Assessment for Non-Industrial Parcels (OU B)	Completed		Approved by DTSC July 14, 2008; No Further Action Necessary for OU B	
2	Remedial Investigation of OU C and D	Completed		Approved by DTSC April 12, 2011	
3	Remedial Investigation of OU E	Completed		Approved by DTSC February 7, 2013	RFP for Specific Plan team issued- May 2007
4	OU E Baseline Human Health and Ecological Risk Assessment	draft report due July 2013; final and approved BHHERA by October 2013		Pore-water and sediment samples collected in April 2013. BHHERA is an addendum to the OUE RI Report.	
<i>Remedial Phase</i>					
		Upland Areas	Hotspot removals		
5	Interim Action Remedial Action Plan	Completed, Implemented and Certified	petroleum, lead and PCB. Petroleum bioremediated on-site	RAP Approved by DTSC June 3, 2008; Remedial Action Completion Report approved by DTSC November 4, 2010	
6	OU A Remedial Action Plan	Completed, Implemented and Certified after removal of Consolidation Cell	Removal of dioxin, lead and PCB contaminated soil	RAP Approved by DTSC; Implementation June 2009 - October 2009; Partial Certification for Coast Trail Zone December 14, 2009; Full Certification May 7, 2012	Coastal Trail Zone; Property transferred to City of Fort Bragg
7	DTSC issued completion letter with Polanco Immunities	Immunity HSC Section 33459.3 shall apply to the Community Redevelopment Agency of the City of Fort Bragg		Issued December 14, 2009	
8	OU A Explanation of Significant Differences: Consolidation Cell Removal	Completed and implemented	dioxin contaminated soil removed and disposed of off-site	ESD Approved by DTSC August 31, 2011; City of Fort Bragg Resolution on ESD August 31, 2011	
	Consolidation Cell Removal Completion Report	Approved by DTSC April 11, 2012	Removal and off-site disposal of 16,000 cy	Completes remedial actions as described in the OUA RAP and ESD. No restrictions on Consolidation Cell area.	
	OU A Certification	DTSC certification completed May 7, 2012			
9	OU C and D Remedial Action Plan	draft RAP due to July 15, 2013			
10	Submit Draft CEQA Document for OU C and D RAP	draft Initial Study due July 15, 2013		Remediation CEQA FS/RAP document will not be combined with redevelopment process	Remedial action might include Land Use Restrictions based on Most Likely Foreseeable Resuse
11	DTSC/Agency review of CEQA Document	30 days. July - August 2013			Review of Admin Draft EIR - July 2013

EXHIBIT E - Schedule for Remainder of Site (Excluding Trail)

Step	Activity	Upland Areas		Notes	City Comments re: Specific Plan
<i>Remedial Phase (Continued)</i>					
12	Finalize DRAFT OU C and D RAP and CEQA documents	Within 20 days of receipt of agency comments on Draft (September 2013)		FS/RAW for hotspot removals.	Draft EIR issued for public review- May 2009
13	Public Participation: 45 days public review and hearing on CEQA and OU C D RAP	45 days September - October 2013			
14	Approve RAP/Carbify CEQA	20 days after close of public comment period (October 2013)			
15	DTSC issues conditional immunity letter	Within 60 days of DTSC approval of Final Cleanup Plan [Final RAP] (November 2013)			
16	Remedial Design and Implementation Plan	Within 30 days after submittal of first Draft Cleanup Plan (DRAFT FS/RAP)	Not applicable		
17	Permitting Completed	Within 30 days after approval of Final Implementation Plan (Could be phases over multiple construction seasons)			
18	OU C and D RAP implementation	Scope dependent Spring/Summer 2014	four Presumptive Remedy areas, including source removal for groundwater	FS/RAW for hotspot removals.	
19	OU C and D RAP completion Report	Within 60 days of completion of Final RAP Implementation		"Completion" is defined as receipt and validation of laboratory data	
20	DTSC issues completion letter with Polanco Immunities	Within 60 days of DTSC approval of Final Cleanup Plan [Final RAP] completion report (Late 2014)			
21	Draft OU E Feasibility Study	Submitted within 60 days of approval of BHHERA (RI Addendum Report)			
	draft OUE RAP	60 days after the approval of the OUE FS			
22	Submit Draft CEQA Document for OU E RAP	60 days after the approval of the OUE FS		Remediation CEQA FS/RAP document will not be combined with redevelopment process	
23	DTSC/Agency review of CEQA Document	30 days July/August 2014			
24	Finalize DRAFT OU E and CEQA documents	Within 20 days of receipt of agency comments on		FS/RAW for hotspot removals.	
25	Public Participation: 45 days public review and hearing	45 days (September-October 2014)			
26	Approve RAP/Carbify CEQA	20 days after close of public comment period			
27	OU E RAP implementation	Scope dependent Spring/Summer 2015	Scope dependent	FS/RAW for hotspot removals.	
28	OU C and D RAP completion Report	Within 60 days of completion of Final RAP Implementation		"Completion" is defined as receipt and validation of laboratory data	
29	DTSC issues completion letter with Polanco Immunities	Within 60 days of DTSC approval of Final Cleanup Plan [Final RAP] completion report (Late 2015)			

Exhibit F
City of Fort Bragg - DTSC EOA Cost Estimate
Georgia-Pacific Mill Site

Title	Project Manager	Supervisor	Legal	Geologist	Toxicology Staff	HQ- CEQA Associate
Classification	Sr. HSS	Sr. HSS	Staff Counsel	Geologist	Toxicologist	Env. Planner
Prepare Environmental Oversight Agreement	20	4	10			
Project Coordination	8	4	2			
Meetings/Workshops	8	2				8
Specific Plan Technical Consultation	6	3				8
Technical Consultation	6	2		6	6	
Immunity Letters and Certification	6	2	4			
Total No. Hours/Class	54	17	16	6	6	16
Hourly Rate/Classification	\$141.00	\$141.00	\$197.00	\$164.00	\$166.00	\$121.00
Per diem/lodging	\$300.00	\$300.00				\$300.00
Hourly cost per classification	\$7,614.00	\$2,397.00	\$3,152.00	\$984.00	\$996.00	\$1,936.00
Total Cost per classification	\$7,914.00	\$2,697.00	\$3,152.00	\$984.00	\$996.00	\$2,236.00
Total Cost Estimate	\$17,979.00					

EXHIBIT G

OVERSIGHT AGREEMENT STANDARD PROVISIONS

1. The Standard Provisions in this Exhibit G are incorporated by reference into and are a part of the Oversight Agreement. The Standard Provisions have been placed in this Exhibit G for reasons of administrative efficiency.

2. **Payment Provisions.** Subject to Section 2.7 of the Oversight Agreement, if any bill is not paid by the Agency within sixty (60) days after it is sent by DTSC, the Agency may be deemed to be in material default of this Oversight Agreement. If the advance payment submitted under Section 2.7.1 of this Oversight Agreement exceeds DTSC's actual costs for Oversight Agreement preparation, consultation, review, approval, oversight and other activities conducted under this Oversight Agreement, DTSC will provide an accounting for expenses and refund the difference within one hundred-twenty (120) days after termination of this Oversight Agreement in accordance with Section 24 of this Exhibit G. In no other case will the Agency be entitled to a refund from DTSC or to assert a claim against DTSC for any amount paid or expended under this Oversight Agreement.

3. **Billing Dispute Resolution.** If the Agency disputes a DTSC billing, or any part of a DTSC billing, the Agency will notify DTSC's designated Oversight Agreement Manager and attempt to informally resolve the dispute. If the Agency desires to formally request dispute resolution with regard to the billing, the Agency will file a request for dispute resolution in writing within 45 days of the date of receiving the bill in dispute. The written request will describe all issues in dispute and will set forth the reasons for the dispute, both factual and legal. The Agency will send the written request to:

Special Assistant for Cost Recovery and Reimbursement Policy
Department of Toxic Substances Control
P.O. Box 806
Sacramento, CA 95812-0806

The Agency will also send a copy of the written request for dispute resolution to the person designated in subsection 2.5.1 of this Oversight Agreement to receive submittals. A decision on the billing dispute will be rendered by the person designated above or other DTSC designee. The existence of a dispute shall not excuse, stay or suspend any other compliance obligation or deadline required pursuant to this Oversight Agreement.

4. **Communications.** All DTSC approvals and decisions made regarding submittals and notifications will be communicated to the Agency in writing by DTSC's Oversight Agreement Manager or his/her designee. No informal advice, guidance, or suggestions or comments by DTSC regarding reports, plans, specifications, schedules or any other writings by the Agency shall be construed to relieve the Agency of the obligation to obtain such written approvals.

5. **Endangerment During Implementation.** In the event DTSC determines that any activity or operations caused by or on behalf of the Agency or its agents (whether or not pursued in compliance with this Oversight Agreement) may pose an imminent or substantial endangerment to the health and safety of people on any Property or group of Properties or in the surrounding area or to the environment: i) the Agency will take the necessary actions to abate the endangerment it created for such period of time as may be needed to abate the endangerment; or ii) if DTSC determines that conditions require DTSC to exercise its authority to abate the endangerment, the Agency may stop further implementation of this Oversight Agreement as it applies to a Property or group of Properties. However, if the Agency stops implementation, the Agency must meet the conditions under Section 12 of this Exhibit (Notification of Environmental Condition) and, if necessary, must revise the applicable Scope of Work and meet the stop-work conditions as provided in Section 23 of this Exhibit (Amendments). If DTSC determines that an endangerment is the result of Agency actions that have caused a release of hazardous substances or substantially worsened the endangerment, the Agency will take those reasonable steps DTSC determines are necessary to mitigate the condition that the Agency caused or substantially worsened and to secure the Property or group of Properties in order to avoid endangerment to the community. These steps may include installing a protective cover, constructing fencing and signage or other appropriate means to protect public health and the environment. The Agency will not be compelled to fully assess or mitigate a release of hazardous substances if DTSC determines that the Agency did not cause or substantially worsen the release.

6. **Condition Precedent.** It is expressly understood and agreed that DTSC's receipt of the advance payment described in subsection 2.7.1 of this Oversight Agreement is a condition precedent to any obligation of DTSC to provide consultation, oversight, review and/or comment on documents or to provide any work or perform any activity pursuant to this Oversight Agreement.

7. **Record Retention.** DTSC will retain all cost records associated with the work performed under this Oversight Agreement for such time periods as may be required by applicable state law. The Agency may request to inspect all documents that support DTSC's cost determination in accordance with the Public Records Act, Government Code section 6250 et seq.

8. **Project Coordinator.** The work performed for each Property or group of Properties pursuant to this Oversight Agreement will be under the direction and supervision of a qualified Project Coordinator, with expertise in hazardous substance and hazardous waste site cleanup. For each Property or group of Properties, the Agency will submit: a) the name and address of the Project Coordinator; and b) in order to demonstrate expertise in hazardous substance and hazardous waste site cleanup, the resume of the Project Coordinator. The Agency will promptly notify DTSC of any change in the identity of the Project Coordinator. All engineering and geological work shall be conducted in conformance with applicable state law, including but not limited to, Business and Professions Code sections 6735 and 7835.

9. **Access.** The Order (DTSC Docket No. HSA-RAO 06-07-150) requires Georgia-Pacific Corporation to provide access as necessary to enable DTSC (and its representatives and agents) to oversee, and if necessary to remediate, the Mill Site as part of a larger site. The Agency may enter the Mill Site only with the permission of Georgia-Pacific Corporation. The remainder of this provision shall apply to the extent that DTSC needs access to an area that the City owns, comes to own, or otherwise has obtained access rights that benefit DTSC and that are not then covered by the Order.

If DTSC determines access is necessary in order to perform any of the tasks contained in Exhibit C (Technical Consultation) or Exhibit D (Remediation Oversight), the Agency will exercise its best efforts to provide access for DTSC and its representatives to the Property or group of Properties subject to this Oversight Agreement for which access is needed. In the event that such access is not provided, it is understood that the implementation of tasks identified in this agreement for the Property or group of Properties for which access cannot be obtained may not proceed. The Agency will also exercise its best efforts to provide access for DTSC and its representatives and/or obtain access to any area beyond the boundaries of the Property or group of Properties subject to this Oversight Agreement to which access is necessary to implement this Oversight Agreement. To the extent such access is obtained by the Agency, such access will be provided to DTSC's employees, contractors, and consultants at all reasonable times. Nothing in this section is intended or shall be construed to limit in any way the right of entry or inspection that DTSC or any other agency may otherwise have by operation of any law. To the extent such access can be legally obtained by DTSC or the Agency, DTSC and its authorized representatives shall have the authority to enter and move freely about all of the property at each Property or group of Properties at all reasonable times for purposes including, but not limited to: inspecting records and operating logs, sampling activities, administering any other aspects of this Oversight Agreement relating to the Property or group of Properties, reviewing the progress of the Agency in carrying out the terms of this Oversight Agreement, conducting such tests as DTSC may determine are necessary, and verifying the data submitted to DTSC..

10. **Sampling, Data and Document Availability.** The Agency will provide copies of any non-privileged reports or information requested by DTSC and will identify privileged or other confidential documents that the Agency is not providing. The Agency will also inform DTSC of any other known reports and documents, not in its possession, pertinent to the hazardous substance and hazardous waste management and/or release, characterization and cleanup of a Property or group of Properties, including the name of the document (if known) and the identity and address of the person/entity with possession of the document (if known).

11. **Notification of Field Activities.** The Agency will inform DTSC at least seven (7) days in advance of all field activities which the Agency undertakes, including activities the Agency directs a third party to undertake, pursuant to this Oversight Agreement at each Property or group of Properties and will allow DTSC and its

authorized representatives to take duplicates of any samples collected by the Agency pursuant to this Oversight Agreement.

12. **Notification of Environmental Condition.** The Agency shall notify DTSC's Agreement Manager immediately upon learning of any condition posing an immediate threat to public health or safety or the environment. Within seven (7) days of the Agency's discovery of such a condition, the Agency shall submit a brief report to DTSC, setting forth the events that occurred and the measures taken, if any, in response to those events.

13. **Preservation of Documentation.** Consistent with its standard document retention policies, the Agency will maintain a central repository of the data, reports, other documents that it prepares pursuant to this Oversight Agreement and other documents relevant to the activities conducted under this Oversight Agreement. All such data, reports and other documents regarding a specific Property or group of Properties will be preserved by the Agency for a minimum of six (6) years after the conclusion of all activities carried out under this Oversight Agreement with respect to that Property or group of Properties. If DTSC requests that some or all of these documents be preserved for a longer period of time, the Agency will either: (i) comply with that request, (ii) deliver the documents to DTSC, or (iii) permit DTSC to copy the documents prior to destruction. Following the expiration of the six-year minimum retention period for documents regarding a Property or group of Properties, the Agency will notify DTSC in writing at least ninety (90) days before destroying any documents prepared pursuant to this Oversight Agreement with respect to that Property or group of Properties. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the six year period with respect to a Property or group of Properties, the related records will be retained until the completion and resolution of all issues arising from that action, until the end of the six-year period, or until the end of the Agency's document retention period, whichever is latest.

14. **Time Periods.** Unless otherwise specified, time periods begin from the date this Oversight Agreement is fully executed, and "days" means calendar days. "Business days" means all calendar days that are not weekends or official State holidays.

15. **Agency Liabilities.** This Oversight Agreement shall not be construed in any manner as an admission by the Agency of any fact or liability of any kind, nor shall this Oversight Agreement be considered or interpreted as an admission or an assumption by the Agency of any liability or acknowledgment of liability or responsibility for the investigation or assessment of, response or remediation to any environmental condition on any Property or group of Properties or the costs of such activities, for which the Agency is not otherwise liable or responsible. Nothing in this Oversight Agreement shall constitute or be considered a satisfaction or release from liability for any condition or claim arising as a result of Agency's past, current, or future operations. Nothing in this Oversight Agreement is intended or shall be construed to limit the rights of any of the Parties with respect to claims arising out of or relating to the release, discharge, deposit or disposal of hazardous substances or

hazardous wastes at the Property or group of Properties or at any other location, if such hazardous substances or hazardous wastes are removed from a Property or group of Properties.

16. **State Government Liabilities.** The State of California (State) shall not be liable for any injuries or damages to persons or property resulting from acts or omissions by the Agency or its directors, officers, employees, agents, representatives, successors, assigns, contractors or consultants in carrying out any action or activity pursuant to this Oversight Agreement. Neither DTSC nor the State may be deemed to be a party to any contract entered into by the Agency or its directors, officers, employees, agents, successors, assigns, contractors or consultants in carrying out any action or activity pursuant to this Oversight Agreement.

17. **Third Party Actions.** In the event that the Agency is a party to any suit or claim for damages or contribution to which DTSC is not a party, relating to a Property or group of Properties subject to this Agreement, the Agency will notify DTSC in writing within ten (10) days after service of the complaint in the third-party action. However, failure to give such notice within 10 days will not be a material breach of this agreement, and this requirement confers no rights on any third parties not party to this Agreement.

18. **Reservation of Rights.** DTSC and the Agency each reserve the following rights.

a. DTSC reserves its right to pursue cost recovery under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended, California Health and Safety Code sections 25201.9, 25343, 25360, 33459.3, subdivision (m) and any other law. The Agency reserves its rights to pursue cost recovery under the California Health and Safety Code section 33459-33459.8 (Polanco Act) and any other applicable section of the law.

b. Nothing in this Oversight Agreement is intended or shall be construed to limit, preclude or affect the authority of DTSC to pursue any legal, equitable or administrative remedies pursuant to state or federal law or to take any action authorized by law or equity to protect public health and safety or the environment and recovering the costs thereof, including DTSC's authority to take action, or require other persons to take action, under chapter 6.5 or chapter 6.8 of division 20 of the Health and Safety Code or under the Polanco Act and to recover DTSC's costs for those actions.

c. Nothing in this Oversight Agreement shall constitute or be construed as a waiver, defense to, or limitation on of the Agency's rights (including any covenant not to sue or release), with respect to any claim, cause of action, or demand in law or equity that the Agency may have against any person, as defined in section 101(21) of CERCLA, or Health and Safety Code section 25319, who is not a signatory to this Oversight Agreement.

19. **Compliance with Applicable Laws.** Nothing in this Oversight Agreement relieves the Agency from complying with all applicable laws and regulations, and the Agency will conform to all actions required by this Oversight Agreement to all applicable federal, state and local laws and regulations.

20. **California Law.** This Oversight Agreement shall be governed, performed and interpreted under the laws of the State of California.

21. **Parties Bound.** This Oversight Agreement applies to and is binding, jointly and severally, upon each signatory and upon any successor agency of either the Agency or the State of California that may have responsibility for and jurisdiction over the subject matter of this Oversight Agreement. No change in the ownership or corporate or business status of any owner of a Property or group of Properties shall alter any signatory's responsibilities under this Oversight Agreement.

22. **Severability.** If any portion of this Oversight Agreement is ultimately determined not to be enforceable, that portion will be severed from the Oversight Agreement and the severability shall not affect the enforceability of the remaining terms of the Oversight Agreement.

23. **Amendments.** The Scope of Work may be amended by mutual written agreement of the parties. Such amendments or modifications are effective on the third business day following the day the last Party signing the amendment or modification sends its notification of signing to the other Party. The Parties may agree to a different effective date.

24. **Termination for Convenience.** Except as otherwise provided in this Section, each Party to this Oversight Agreement reserves the right to unilaterally terminate this Oversight Agreement for any reason. Termination requires that either Party give a thirty (30) day advance written notice of the election to terminate this Oversight Agreement to the other Party. Prior to termination the Agency must ensure that the Property or group of Properties will pose no greater public health or environmental risk as a result of the Agency activities than it posed prior to the Agency's activities at the Property or group of Properties. In the event that this Oversight Agreement is terminated under this section and subject to Section 2.7 of the Oversight Agreement, the Agency will be responsible for DTSC's costs through the effective date of termination.

