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RECORDING REQUESTED BY:

Department of Toxic Substances Control and

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

WHEN RECORDED, MAIL TO:

Georgia-Pacific LLC
133 Peachtree Street, NE
Atlanta, GA 30303

and

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

2020-06032

Recorded at the request of:
DEPT OF TOXIC SUBSTANCES & GP
06/02/2020 12:13 PM
Fee: \$0 Pgs: 1 of 16

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



SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

LAND USE COVENANT AND AGREEMENT

ENVIRONMENTAL RESTRICTIONS

County of Mendocino, Assessor Parcel Number(s): 018-430-21 and 018-430-22
Former Georgia-Pacific Fort Bragg Mill Site
(DTSC Site Code 200402)

This Land Use Covenant and Agreement ("Covenant") is made by and between Georgia-Pacific LLC, a Delaware limited liability company (the "Covenantor"), the current owner of property commonly known as the Georgia-Pacific Fort Bragg Mill Site ("Mill Site"), located at Fort Bragg, County of Mendocino, State of California, which includes Mendocino County's Assessor Parcel Numbers (APNs) 018-430-21 and 018-430-22, and the Department of Toxic Substances Control (the "Department"). Pursuant to Civil Code section 1471, the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code section 25260. The Covenantor and the Department hereby

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agree that, pursuant to Civil Code section 1471, and Health and Safety Code section 25355.5, the use of the Property be restricted as set forth in this Covenant and that the Covenant shall conform with the requirements of California Code of Regulations, title 22, section 67391.1.

ARTICLE I.
STATEMENT OF FACTS

1.1. Property Location. The Property that is subject to this Covenant, totaling approximately 4.4 acres, is more particularly described in the attached Exhibit A, "Legal Description" and depicted in Exhibit B, "Property". This Property is bounded generally on the east by land owned by Harvest Market, the former Georgia-Pacific Mill Site to the west and north, and West Cypress Street to the south. The Property is a portion of County of Mendocino, Assessor Parcel Numbers 018-430-21 and 018-430-22. The Property contains contaminants above levels that are acceptable for unrestricted use.

1.2. Remediation of Property. This Property has been investigated and remediated as part of Operable Unit D under the Department's oversight. The Department approved the Remedial Action Plan for Operable Units C and D ("OU-C/D RAP"), on December 17, 2015, in accordance with the Health and Safety Code, division 20, chapter 6.8. The OU-C/D RAP remedial actions for the area subject to the Land Use Covenant and Agreement included natural attenuation of groundwater with monitoring, and restrictions on the use of groundwater in areas where contaminants are above levels acceptable for unrestricted use.

The hazardous substance atrazine was detected in groundwater within the Property during the September 2018 and February 2019 monitoring events above levels acceptable for unrestricted use. Concentrations of atrazine detected in Monitoring Well 9.2 (MW-9.2) on September 11, 2018 were 0.73 micrograms per liter ($\mu\text{g/L}$) and 0.52 $\mu\text{g/L}$ on February 26, 2019. These concentrations are greater than the remedial goal for unrestricted use of 0.15 $\mu\text{g/L}$.

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The OU-C/D RAP requires a Covenant as part of the remediation because some areas of groundwater on the Property contain hazardous substances at levels above remedial action objectives for unrestricted use.

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

ARTICLE II DEFINITIONS

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

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

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

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

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

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

ARTICLE III

GENERAL PROVISIONS

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

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

3.3. Department's Specific Written Approval. This Covenant satisfies the requirements for specific written approval under Health and Safety Code section 25227, so long as unless the land use of the Property is consistent with: a) the restrictions in this Covenant; and b) the decision document referenced in Paragraph 1.2 of this Covenant.

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

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

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

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

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ARTICLE IV
RESTRICTIONS AND REQUIREMENTS

4.1. Groundwater Prohibited Activities. The following activities are prohibited at or on the Property:

(a) Drilling for any water, oil, or gas without prior written approval by the Department.

(b) Extraction or removal of groundwater without a Groundwater Management Plan pre-approved by the Department in writing.

(c) Activity that may alter, interfere with, or otherwise affect the integrity or effectiveness of, or the access to, any investigative, remedial, monitoring, operation or maintenance system (including all groundwater monitoring wells depicted in Exhibit B) or activity, required for the Property without the prior written approval of the Department.

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

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

4.4. Inspection and Reporting Requirements. The Owner shall conduct an annual inspection of the Property, confirming adequate access to the Property and monitoring wells within the Property, verifying compliance with this Covenant, and shall submit an annual inspection report to the Department for its approval by January 15th of each year. The annual inspection report must include the dates, times, and names of those who conducted the inspection and reviewed the annual inspection report. It also shall describe how the observations that were the basis for the statements and

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conclusions in the annual inspection report were performed (e.g., drive by, fly over, walk in, etc.). If any violation is noted, the annual inspection report must detail the steps taken to correct the violation and return to compliance. If the Owner identifies any violations of this Covenant during the annual inspection or at any other time, the Owner must within 10 calendar days of identifying the violation: (a) determine the identity of the party in violation; (b) send a letter advising the party of the violation of the Covenant; and (c) demand that the violation cease immediately. Additionally, a copy of any correspondence related to the violation of this Covenant shall be sent to the Department within 10 calendar days of its original transmission.

ARTICLE V
ENFORCEMENT

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

ARTICLE VI
VARIANCE, REMOVAL, AND TERM

6.1. Variance from Environmental Restrictions. Any person may apply to the Department for a written variance from any of the Environmental Restrictions imposed by this Covenant. Such application shall be made in accordance with Health and Safety Code section 25223.

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

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

ARTICLE VII
MISCELLANEOUS

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

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

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

To Owner:

Attn: David G. Massengill
Georgia-Pacific LLC
133 Peachtree Street NE
Atlanta, Georgia 30303
E-mail: dgmassen@gapac.com

With Copy to:

J. Michael Davis, Esq.
Georgia-Pacific LLC
133 Peachtree St. NE
Atlanta, Georgia 30303
E-mail: jmdavis@gapac.com

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And to the Department:

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

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

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

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

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

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

COVENANTOR: Georgia-Pacific, LLC

By: Bryant T Champion Date: 5/7/2020
Name: Bryant T Champion
Title: SVI Environmental Affairs + Product Safety

DEPARTMENT OF TOXIC SUBSTANCES CONTROL:

By: Juliet C. Pettijohn Date: 5/28/2020
Juliet C. Pettijohn, Branch Chief
Site Mitigation and Restoration Program
Berkeley Office

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Georgia
County of Coweta

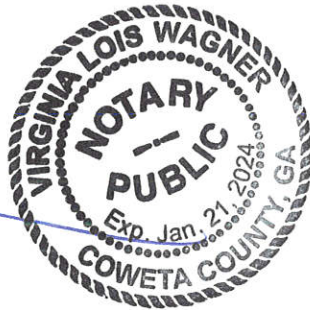
On 05/07/2020 before me, Virginia Lois Wagner Notary
(space above this line is for name and title of the officer/notary),

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

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

WITNESS my hand and official seal,

Virginia Lois Wagner (seal)
Signature of Notary Public



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Alameda

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

(space above this line is for name and title of the officer/notary).
personally appeared Juliet C. Petrillo, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal,

Leslie Michelle Johnson (seal)
Signature of Notary Public



Exhibit A – Legal Description
Exhibit B –Property

EXHIBIT "A"

Legal Description

Southern Groundwater Restricted Area

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

Being a Groundwater Restricted Area encumbering a portion of the Lands of Georgia Pacific, LLC lying within Section 12 of Township 18 North, Range 18 West and Sections 6 and 7 of Township 18 North, Range 17 West Mount Diablo Base and Meridian lying easterly of the following described line;

Commencing at the Section Corner common to Sections 1 and 12, Township 18 North, Range 18 West and Sections 6 and 7, Township 18 North, Range 17 West, Mount Diablo Base and Meridian; Thence southerly along the East Section line of said Section 12, S 01°18'24" W, 3,775.70 feet more or less to a point on the East section line of said Section 12 being the **True Point of Beginning**; Thence N 89°16'18" W, 329.90 feet; Thence S 15°03'49" E, 976.29 feet more or less to a point on the North line of the 50.00 foot wide strip of land described as Exhibit "E-1" in document 2015-15977 Mendocino County Records; Thence along the North line of said 50.00 foot strip of land, N 69°02'49" E, 59.13 feet more or less to the East section line of said Section 12 and the terminus, being S 01°18'24" W 917.64 feet distant from the point of beginning.

Containing 4.13 acres more or less.

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

Prepared by,



Bradley A. Thomas, PLS 5520

My License Expires: 9/30/2020

File No. 7624.04

16 March 2020



LACO



SKETCH TO ACCOMPANY EXHIBIT 'A'

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

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



Bradley A. Thomas
Bradley A. Thomas PLS 5520
3/16/2020
Date

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

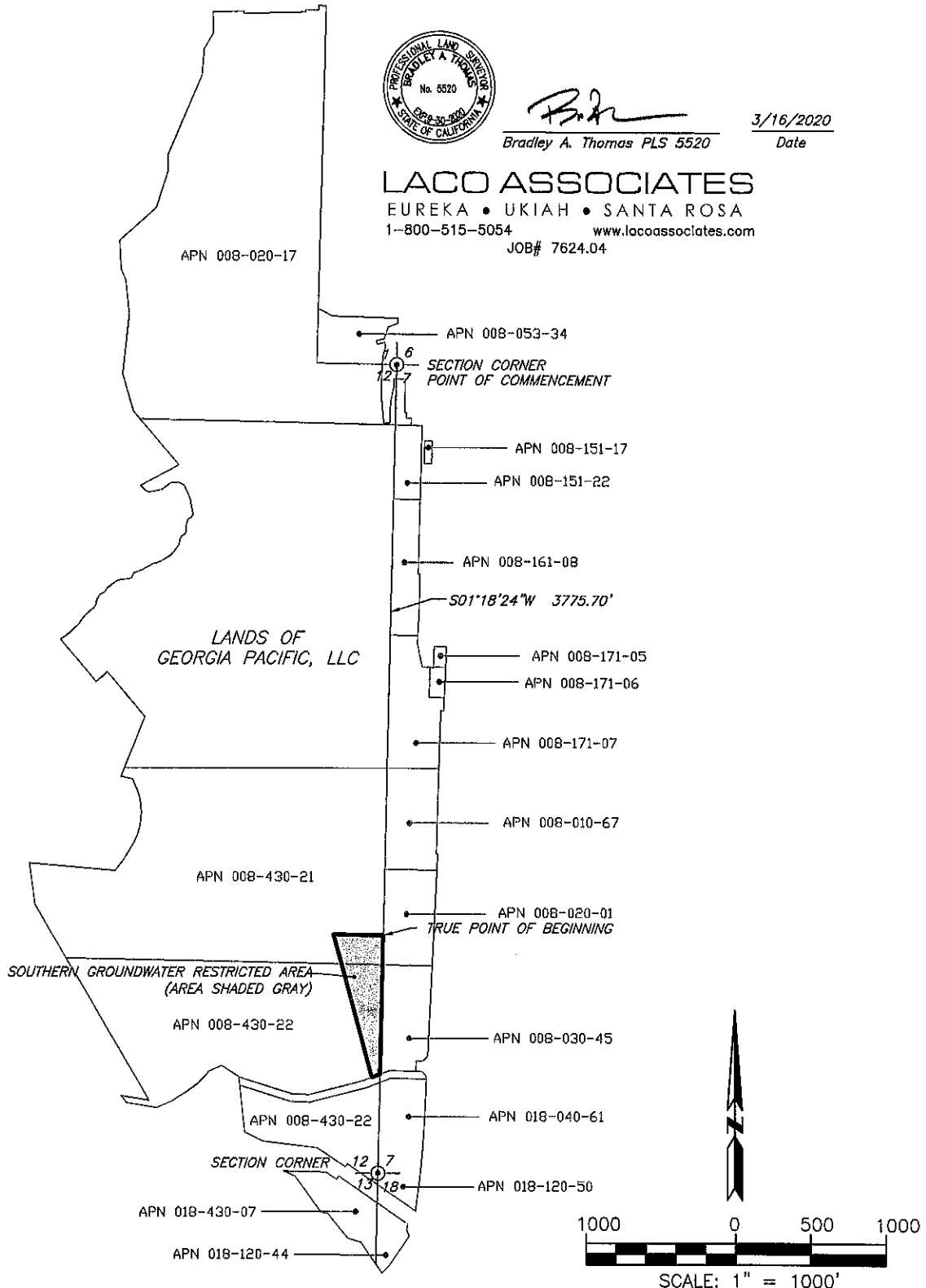
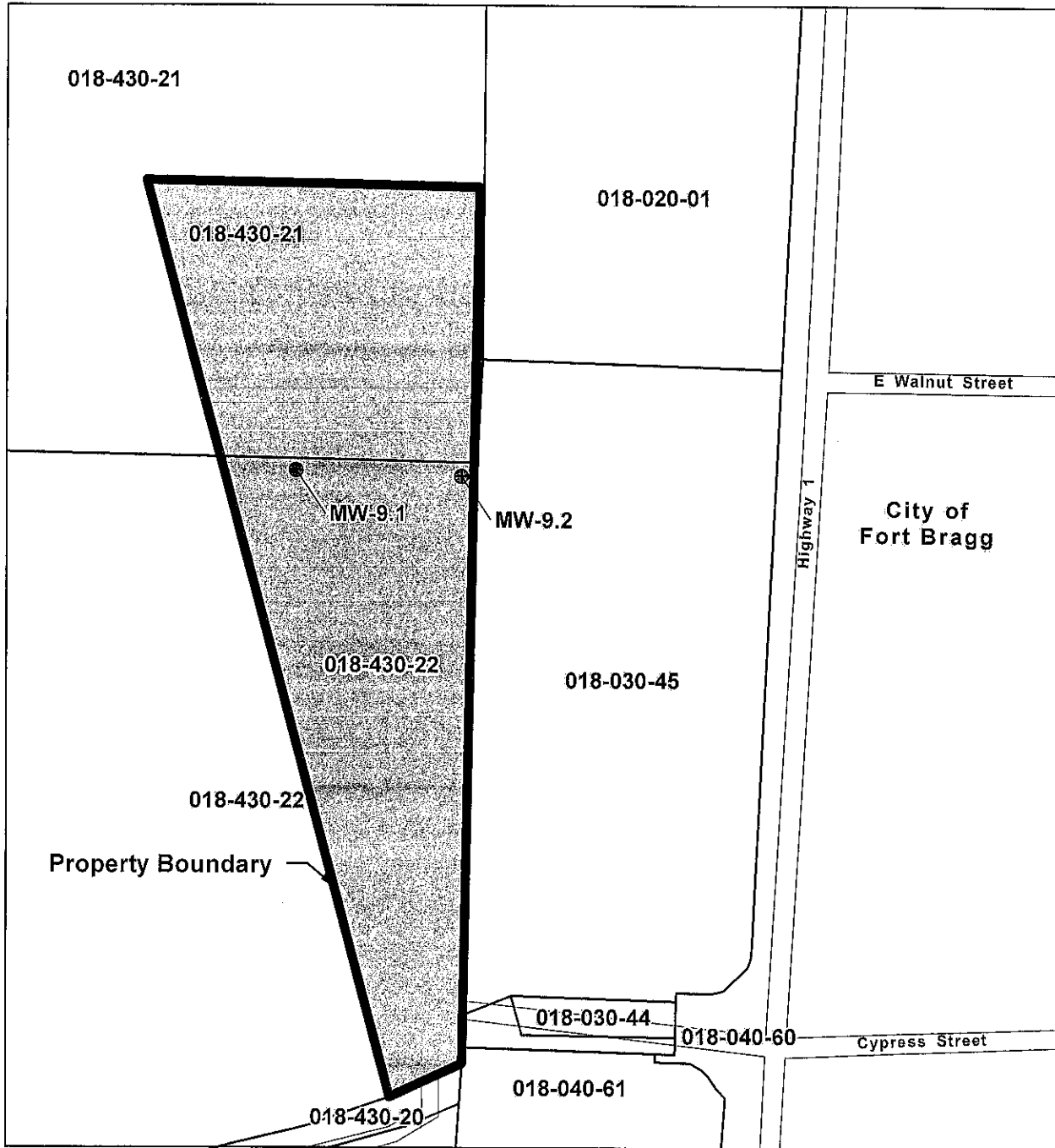


Exhibit B: Property

Former Georgia-Pacific Wood Products Facility
Fort Bragg, California



Legend





-  Property Boundary
-  Property
-  Assessor Parcel
-  Monitoring Well

Figure prepared by Kennedy/Jenks Consultants.

