

AGREEMENT FOR EXCHANGE OF REAL PROPERTY (INCLUDING ESCROW INSTRUCTIONS)

THIS AGREEMENT FOR EXCHANGE OF REAL PROPERTY (INCLUDING ESCROW INSTRUCTIONS) (the “**Agreement**”) is entered into as of _____, 2015, by and between CITY OF FORT BRAGG, a municipal corporation of the State of California (“**City**”), FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT NO. 1 (“**MID**”) and GEORGIA-PACIFIC, LLC, a Delaware limited liability company (“**GP**”). City and MID are hereinafter collectively referred to as “**City Agencies**.” City Agencies and GP may hereinafter each be referred to as a “**Party**” or collectively as the “**Parties**.”

RECITALS

A. GP is the owner of the following five parcels, comprising approximately 8.17 acres and located in the City of Fort Bragg, County of Mendocino, State of California: (1) that approximately 0.14 acre parcel described in Exhibit A-1 and depicted on Exhibit A-2, attached hereto and incorporated herein by reference, that the City desires to use for additional parking at the Elm Street Parking Lot (the “**Elm Street Parcel**”); (2) that approximately 4.87 acre parcel described in Exhibit B-1 and depicted on Exhibit B-2, attached hereto and incorporated herein by reference, that the City desires to use for access to the Noyo Center property and the City’s wastewater treatment plant (the “**Runway Parcel**”); (3) that approximately 0.59 acre parcel described in Exhibit C-1 and depicted on Exhibit C-2, attached hereto and incorporated herein by reference, required by City to complete the Cypress Street Access Road (the “**Access Road Triangle Parcel**”) (Exhibit D is intentionally omitted); (4) that approximately 1.47 acre parcel described in Exhibit E-1 and depicted on Exhibit E-2, attached hereto and incorporated herein by reference, to provide access to Noyo Headlands Park (the “**Cypress Street Access Road Parcel**”); and (5) that approximately 1.10 acre parcel described in Exhibit F-1 and depicted on Exhibit F-2, attached hereto and incorporated herein by reference, required to create an adequate turn-around at the Wastewater Treatment Facility (WWTF) (the “**WWTF Turn-Around Parcel**”) (collectively, the “**GP Parcels**”).

B. City or MID, as applicable, is the holder of certain easements, comprising approximately 6.8 acres, in the City of Fort Bragg, County of Mendocino, State of California as follows: (1) the Johnson Parcel Access Easement, providing access from Main Street to Johnson Point, as described in Exhibit G, attached hereto and incorporated herein by this reference; (2) Sewer Easement from Oak Street to the WWTF, as described in Exhibit H, attached hereto and incorporated herein by this reference; (3) Sanitary Sewer Easement from the vicinity of the western end of Oak Street to the WWTF, as described in Exhibit I, attached hereto and incorporated herein by this reference; (4) Easement for WWTF Ingress/Egress from Main Street to the WWTF, as described in Exhibit J, attached hereto and incorporated herein by this reference; and (5) the Noyo Center Temporary Access Easement, as described in Exhibit K, attached hereto and incorporated herein by this reference; furthermore all of the City or MID held easements (Exhibits G through or K), are depicted on Exhibit L attached hereto and incorporated herein by this reference (collectively, the “**City Easements**”).

C. In exchange for City Agencies' extinguishment of the City Easements and City's grant of an access easement to GP, as described in Attachment No. 1 to Exhibit M attached hereto and incorporated herein by this reference (the "**Access Easement**"), GP desires to grant to City a fee interest in the GP Parcels, all on the terms and conditions set forth herein. The exchange contemplated herein will provide better access in the vicinity of the WWTF and Noyo Center and allow GP to have full use of the property underlying the City Easements to be extinguished and terminated.

A G R E E M E N T

NOW THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby mutually agreed between the parties as follows:

1. Agreement to Exchange. In consideration of City Agencies' extinguishment and termination of the City Easements and City's grant of the Access Easement to GP, GP shall grant to City, and City shall accept from GP, fee title to the GP Parcels.

2. Exchange Value. City Agencies and GP agree that the value of the GP Parcels is approximately equal to the value to GP of the termination of the City Easements and the grant of the Access Easement to GP. The Parties are having an appraisal completed to determine the fair market value of the GP Parcels and are independently determining the value of the Access Easement and the extinguishment and termination of the City Easements.

3. Conveyance of Title.

3.1. GP shall convey to City, by the form of the GP Grant Deed (defined in Section 6.1 below), fee title to the GP Parcels, free and clear of all recorded and unrecorded monetary liens, assessments, and taxes except the lien for current real property taxes not yet due and payable but subject to all other matters of record and all matters which would be disclosed by a survey or an inspection of the GP Parcels (collectively, "**City's Permitted Exceptions**"). GP shall not voluntarily create any new exceptions to title prior to conveying the GP Parcels to the City without City's consent which consent shall not be unreasonably withheld.

3.2. City or MID, as applicable, shall extinguish and terminate the City Easements and have terminations recorded against the property underlying the City Easements ("**City Easement Terminations**").

3.3. City shall convey the Access Easement by the form of easement agreement attached hereto as Exhibit M (the "**Access Easement Agreement**").

4. Intentionally deleted.

5. Title Insurance Policies. Following recordation of the GP Grant Deed and City Easement Terminations, Escrow Agent shall provide each of City and GP with an ALTA or CLTA, at each Party's discretion and cost, owner's policy of title insurance in an amount to be determined by the Parties upon completion of the necessary appraisals, issued by the Title Company, together with any endorsements that City or GP may reasonably request, showing (i)

fee simple title to the GP Parcels vested in City, subject only to City's Permitted Exceptions and the printed exceptions and stipulations in the policy; and (ii) fee simple title to the City Easements vested in GP, subject only to the existing title exceptions and the printed exceptions and stipulations in the policy. City and GP shall each pay the title policy premium for its respective title insurance policy.

6. Escrow. Upon the Effective Date, GP and City Agencies shall open an escrow (the "**Escrow**") with Redwood Empire Title Company of Mendocino County ("**Escrow Holder**"), located at P.O Box 238, 376 East Gobbi Street, Ukiah, CA 95482, Attn: Rosanne Burlesci, by delivering a fully executed copy of this Agreement to Escrow Holder. Escrow Holder will execute copies of this Agreement and return fully executed copies to City Agencies and GP when Escrow has opened. Escrow shall be deemed open upon Escrow Holder's execution of this Agreement. This Agreement, together with any supplemental escrow instructions prepared by Escrow Agent and executed by City Agencies and GP, constitutes the joint escrow instructions of City Agencies and GP, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The Parties agree to do all acts necessary to close this Escrow in the shortest possible time.

6.1. Grant Deed. Prior to the close of Escrow, GP shall execute, acknowledge and deliver into Escrow a grant deed (the "**GP Grant Deed**") conveying fee title to the GP Parcels to City. The GP Grant Deed shall be in the form attached hereto as Exhibit N and incorporated herein. A Certificate of Acceptance to be attached to the GP Grant Deed shall be executed, acknowledged and delivered into Escrow by City on or before the close of Escrow. City Agencies and GP agree to deposit with Escrow Agent any additional reasonable and customary documents as may be necessary to complete this transaction.

6.2. City Easement Terminations. City Agencies shall deliver the City Easement Terminations into escrow.

6.3. Insurance. Insurance policies for fire or casualty are not to be transferred, and GP and City Agencies will each cancel its own policies after close of escrow.

6.4. Escrow Account. All funds received in the Escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other escrow trust account in any state or national bank doing business in the State of California. All disbursements shall be made by check from such account.

7. Pro Rations; Tax Adjustment Procedure. Escrow Agent is authorized and is instructed to comply with the following pro ration and tax adjustment procedure:

7.1. Delinquent Taxes. Escrow Agent shall pay and charge GP for any unpaid delinquent property taxes, assessments or bonds and/or penalties and interest thereon, payable with respect to the GP Parcels.

7.2. Current Taxes. Escrow Agent shall pay and charge GP for that portion of current property taxes and assessments payable with respect to the GP Parcels, which are allocable to the period prior to the close of Escrow. The portion of current property taxes payable with respect to the GP Parcels which would otherwise be allocable to the period after the

close of Escrow shall not be allocated, as City is exempt from payment of property taxes. Escrow Agent shall not be concerned with proration of property taxes and assessments on the City Easements, as City Agencies do not pay property taxes on the easements.

7.3. Rents. There are no tenants on the GP Parcels or the City Easements. Therefore there is no need for the proration of rents.

8. Escrow Agent Authorization. Escrow Agent is authorized to, and shall:

8.1. Intentionally omitted.

8.2. Recordation and Delivery. Record the GP Grant Deed, the Certificates of Acceptance, the City Easement Terminations, and the Access Easement Agreement; and deliver the title policies and the Non-Foreign Transferor Declarations to City Agencies and GP, when conditions of the Escrow have been fulfilled by City Agencies and GP.

8.3. Close of Escrow. The term "Close of Escrow," if and where written in these instructions, shall mean the date the GP Grant Deed, City Easement Terminations, and the Access Easement Agreement and the other necessary instruments of conveyance are recorded in the office of the Mendocino County Recorder.

8.4. Time Limits. All time limits within which any matter specified is to be performed may be extended by mutual agreement of the Parties. Any amendment of, or supplement to, any instructions must be in writing.

8.5. Closing Date. Escrow shall close within 14 days of the City Agencies' execution of this Agreement, but no later than December 31, 2015. If this Escrow is not in condition to close by such date, then this Agreement shall terminate unless mutually extended by the Parties.

8.6. Escrow Agent Responsibility. The responsibility of the Escrow Agent under this Agreement is expressly limited to Sections 1, 2, 3, 5, 6, 7, 8, 9 and 12 of this Agreement and to its liability under any policy of title insurance issued in regard to this Escrow.

8.7. Escrow Fees, Charges and Costs. City Agencies and GP shall each pay one-half of all usual fees, charges, and costs which arise in this Escrow. Escrow Agent is authorized to charge the Parties for such costs.

8.8. FIRPTA. GP and City Agencies agree to execute and deliver as directed by Escrow Agent any instrument, affidavit, and statement, including without limitation a Non- Foreign Transferor Declaration, and to perform any act reasonably necessary to comply with the provisions of FIRPTA and any similar state act and regulation promulgated thereunder. If the provisions of FIRPTA or similar state act apply to the transaction memorialized in this Agreement, and unless is GP not a "foreign person" or an exemption applies, the Escrow Agent shall charge and collect from GP all amounts necessary to comply with all applicable provisions of FIRPTA and any similar state act.

8.9. Tax Requirements. Escrow Agent shall prepare and file with all appropriate governmental or taxing authorities a uniform settlement statement, closing statement, tax withholding forms including an IRS 1099-S form, and be responsible for withholding taxes, if any such forms are provided for or required by law.

8.10. Transfer Taxes. No transfer tax shall be due because City is a public entity.

9. Conditions Precedent to Close of Escrow.

9.1. City Agencies Conditions Prior to Closing. The obligation of the City Agencies to complete the exchange is subject to the satisfaction or waiver by City Agencies of all of the following conditions:

- a. GP shall deliver through Escrow an executed, acknowledged and recordable GP Grant Deed sufficient to convey fee title in the GP Parcels to the City as set forth in Section 6.1.
- b. GP shall deliver through Escrow a Non-Foreign Transferor Declaration duly executed and in the form provided by Escrow Agent.
- c. GP shall deliver through Escrow such other funds and documents as are necessary to comply with GP's obligations under this Agreement.
- d. GP shall not be in default of any of its obligations under the terms of this Agreement, and all of GP's representations and warranties made as of the date of this Agreement shall continue to be true and correct as of the close of Escrow.
- e. Escrow Agent shall have committed to deliver to City a title insurance policy, if applicable, as required by Section 5 above.

On failure of any of the conditions set forth above, City Agencies may terminate its obligations under this Agreement with no further liability to GP by giving notice to GP on or before the expiration of the time allowed for each condition. City Agencies' failure to elect to terminate its obligations shall constitute a waiver of the condition by City Agencies.

9.2. GP's Conditions Precedent to Closing. The obligation of GP to complete the exchange is subject to the satisfaction or waiver by GP of all of the following conditions:

- a. City Agencies shall deliver through Escrow executed and recordable City Easement Terminations sufficient to extinguish the City Easements as set forth in Section 6.2.
- b. City shall deliver through Escrow an executed, acknowledged and recordable Access Easement Agreement in the form provided in Exhibit M.

c. City shall deliver through Escrow Certificates of Acceptance in the form attached to the Grant Deed and a Non-Foreign Transferor Declaration duly executed and in the form provided by Escrow Agent.

d. City Agencies shall not be in default of any of their obligations under the terms of this Agreement, and all of City Agencies' representations and warranties made as of the date of this Agreement shall continue to be true and correct as of the close of Escrow.

e. City Agencies shall deliver through Escrow such other funds and documents as are necessary to comply with their obligations under this Agreement.

On failure of any of the conditions set forth above, GP may terminate its obligations under this Agreement with no further liability to City Agencies by giving notice to City Agencies on or before the expiration of the time allowed for each condition. GP's failure to elect to terminate its obligations shall constitute a waiver of the condition by GP.

10. Intentionally omitted.

11. Acceptance of Properties As-Is.

11.1. City acknowledges and agrees that prior to the close of Escrow it will have had full opportunity to inspect and investigate every aspect of the GP Parcels, including all matters related to legal status or requirements, physical condition, zoning, environmental condition, title and all other matters of significance. City specifically acknowledges and agrees that the GP Parcels are being transferred in an "AS IS" condition and "WITH ALL FAULTS" as of the date of close of Escrow. Except as expressly set forth in this Agreement, no statements, representations or warranties have been made or are made and no responsibility has been or is assumed by GP, or by any officer, employee, person, firm, agent or representative acting or purporting to act on behalf of GP, as to any matters concerning, or that might in any manner affect, the GP Parcels, including the condition or repair of the GP Parcels or the value or income potential thereof, and City is not relying upon any such statement, representation or warranty. City acknowledges that GP has requested City to inspect fully the GP Parcels and investigate all matters relevant thereto and to rely solely upon the results of City's own inspections or other information obtained or otherwise available to City, rather than any information that may have been provided by GP to City, other than GP's express representations and warranties set forth in this Agreement or in the documents executed in connection with this Agreement.

11.2. GP acknowledges and agrees that prior to the close of Escrow it will have had full opportunity to inspect and investigate every aspect of the Access Easement and City Easements, including all matters related to legal status or requirements, physical condition, zoning, environmental condition, title and all other matters of significance. GP specifically acknowledges and agrees that the parcels are being transferred in an "AS IS" condition and "WITH ALL FAULTS" as of the date of close of Escrow. Except as expressly set forth in this Agreement, no statements, representations or warranties have been made or are made and no responsibility has been or is assumed by City Agencies, or by any officer, employee, person, firm, agent or representative acting or purporting to act on behalf of City Agencies, as to any

matters concerning, or that might in any manner affect, the Access Easement or the City Easements, including their condition or repair or the value or income potential thereof, and GP is not relying upon any such statement, representation or warranty. GP acknowledges that City Agencies have requested GP to inspect fully such property and investigate all matters relevant thereto and to rely solely upon the results of GP's own inspections or other information obtained or otherwise available to GP, rather than any information that may have been provided by City Agencies to GP, other than City Agencies' express representations and warranties set forth in this Agreement or in the documents executed in connection with this Agreement.

12. Closing Statement. GP and City Agencies hereby instruct Escrow Agent to release copies of their respective closing statements to each other.

13. Warranties, Representations, and Covenants of City Agencies. City Agencies hereby warrants, represents, and/or covenants to GP that:

13.1. Pending Claims. To the best of City Agencies' knowledge, there are no actions, suits, claims, legal proceedings, or any other proceedings affecting the City Easements, Access Easement or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.

13.2. Encroachments. To the best of City Agencies' knowledge, there are no encroachments onto the City Easements or Access Easement by improvements on any adjoining property.

13.3. Conflict with Other Obligation. To the best of City Agencies' knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, covenants, conditions and restrictions, or other agreement or instrument to which City Agencies, the City Easements or the Access Easement may be bound.

13.4. Authority. City or MID is the holder of the City Easements and, upon transfer of title, City will be the owner of the property underlying the Access Easement and they have the full right, power, and authority to carry out the obligations hereunder. Each party executing this Agreement on behalf of City or MID is duly and validly authorized to do so.

13.5. Governmental Compliance. City Agencies have not received any notice from any governmental agency or authority alleging that the City Easements or property underlying the Access Easements are currently in violation of any law, ordinance, rule, regulation or requirement applicable to its use and operation.

13.6. Non-Foreign Transferor. Neither City nor MID is a "foreign person" within the meaning of the Foreign Investment in Real Property Act or any similar state statute, and City and MID will comply with all of the requirements of the Foreign Investment in Real Property Act and any similar state statute in connection with this transaction.

13.7. Change of Situation. Until the close of Escrow, City Agencies shall, upon learning of any fact or condition which would cause any of the warranties and

representations in this Section 13 not to be true as of the close of Escrow, immediately give written notice of such fact or condition to GP.

14. Warranties, Representations, and Covenants of GP. GP hereby warrants, represents, and/or covenants to City Agencies that:

14.1. Pending Claims. To the best of GP's knowledge, there are no actions, suits, claims, legal proceedings, or any other proceedings affecting the GP Parcels or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.

14.2. GP's Title. Until the close of Escrow, GP shall not do anything which would impair GP's title to any of the GP Parcels.

14.3. Conflict with Other Obligations. To the best of GP's knowledge, neither the execution of this Agreement or the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, covenants, conditions and restrictions, or other agreement or instrument to which GP or the GP Parcels may be bound.

14.4. Authority. GP is the owner of and has the full right, power, and authority to sell, convey, and transfer the GP Parcels to City as provided herein and to carry out GP's obligations hereunder.

14.5. Right to Possession. No person or entity other than GP has the right to possess the GP Parcels or any portion thereof as a matter of California law, as of the date of this Agreement.

14.6. Non-Foreign Transferor. GP is not a "foreign person" within the meaning of the Foreign Investment in Real Property Act or any similar state statute, and GP will comply with all of the requirements of the Foreign Investment in Real Property Act and any similar state statute in connection with this transaction.

14.7. Change of Situation. Until the close of Escrow, GP shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 14 not to be true as of the close of Escrow, immediately give written notice of such fact or condition to City Agencies.

15. Limited Environmental Warranty. Notwithstanding any other provision of this Agreement, GP represents and warrants that, as of the Closing, the GP Parcels will be available for passive recreational uses based on current and projected land use and zoning designations in accordance with California Code of Regulations, Title 22, Division 4.5, Chapter 39, Section 67391.1(a).

16. Intentionally omitted.

17. Broker's Commission. Each Party warrants and represents that it has not engaged the services of any agent, finder or broker in connection with the transaction which is the subject of this Agreement, and that it is not liable for any real estate commissions, broker's fees or

finder's fees which may accrue by means of the sale of the GP Parcels, the Access Easement and/or the City Easements. GP and City Agencies agree to and do hereby indemnify and hold the other harmless from and against any and all costs, liabilities, losses, damages, claims, causes of action or proceedings which may result from any broker, agent or finder, licensed or otherwise, which it has employed in connection with the transaction covered by this Agreement.

18. Waiver of Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR AT LAW OR IN EQUITY, NO PARTY WILL BE LIABLE TO THE OTHER FOR ACTUAL, PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF DATA, LOSS OF USE, DIMINUTION IN VALUE, AND BUSINESS INTERRUPTION) HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, ARISING FROM OR RELATING TO ANY CLAIM BETWEEN THE PARTIES MADE UNDER THIS AGREEMENT. THE FOREGOING WILL NOT, OF ITSELF, LIMIT ANY PARTY'S OBLIGATIONS WITH RESPECT TO PAYMENT OF DAMAGES OF ANY KIND INCLUDED IN AN AWARD OR SETTLEMENT OF A THIRD-PARTY CLAIM UNDER ANY INDEMNITY IN THIS AGREEMENT.

19. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by facsimile, reputable overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received upon the earlier of: (i) if personally delivered, the date of delivery to the address of the person to receive such notice; (ii) if mailed, three (3) business days after the date of posting by the United States post office; or (iii) if delivered by Federal Express or other overnight courier for next business day delivery, the next business day. Notice of change of address shall be given by written notice in the manner described in this Section 19. Rejection or other refusal to accept or the inability to deliver because of a change in address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Unless changed in accordance herewith, the addresses for notices given pursuant to this Agreement shall be as follows:

If to GP: Georgia-Pacific, LLC
133 Peachtree St., NE
Atlanta, GA 30303
Attention: Mike Cruz

With a Copy to: Georgia-Pacific, LLC
133 Peachtree St., NE
Atlanta, GA 30303
Attention: Law Dept. – Real Estate

If to City/MID: City of Fort Bragg
416 North Franklin Street
Fort Bragg, CA 95437
Attention: City Manager/District Manager

20. Default. Failure or delay by any Party to perform any covenant, condition or provision of this Agreement within the time provided herein constitutes a default under this Agreement. The injured party shall give written notice of default to the Party in default, specifying the default complained of. The defaulting party shall immediately commence to cure such default and shall diligently complete such cure within ten days from the date of the notice. The injured party shall have the right to terminate this Agreement by written notice to the other party in the event of a default which is not cured within such ten day period.

21. Entire Agreement. This Agreement and its exhibits constitute the entire agreement between the Parties pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understanding of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

22. Captions. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

23. Governing Law. This Agreement and the exhibits attached hereto have been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California, without reference to its choice of law provisions.

24. Severability. If any provision of this Agreement as applied to any party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

25. Amendments. No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing by the Parties.

26. Counterparts; Facsimile or E-Mail Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. In order to expedite the transaction contemplated herein, telecopied signatures or signatures transmitted as a PDF attachment to an e-mail may be used in place of original signatures on this Agreement or any document delivered pursuant hereto, and City, MID and GP intend to be bound by the signatures on the telecopied or e-mailed document.

27. Time of Essence. Time is of the essence of each provision of this Agreement.

28. Binding Upon Successors. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the Parties hereof.

29. Computation of Time. The time in which any act is to be done under this Agreement is computed by excluding the first day (such as the day escrow opens), and including the last day, unless the last day is a holiday or Saturday or Sunday, and then that day is also excluded. The term "holiday" shall mean all holidays as specified in Section 6700 and 6701 of the California Government Code. If any act is to be done by a particular time during a day, that time shall be Pacific Time Zone time.

30. Legal Advice. Each Party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

31. Cooperation. Each Party agrees to cooperate with the other in the Closing of this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement.

[signatures follow on next page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth below.

GP:

GEORGIA-PACIFIC LLC, a Delaware limited liability company

By:  

Name: GERALD A. SHIRK

Title: VICE PRESIDENT - REAL ESTATE

CITY:

CITY OF FORT BRAGG, a municipal corporation

By: _____

Name: Linda Ruffing

Title: City Manager

Attest: _____

June Lemos, City Clerk

MID:

FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT NO. 1

By: _____

Name: Linda Ruffing

Title: District Manager

Attest: _____

June Lemos, District Clerk

CONSENT OF ESCROW AGENT

Escrow Agent hereby acknowledges receipt of a copy of a fully executed original of this Agreement. Escrow Agent hereby agrees (i) to be and serve as Escrow Agent pursuant to this Agreement; and (ii) subject to further escrow instructions mutually agreeable to the parties and Escrow Agent, to be bound by the Agreement in the performance of its duties as Escrow Agent and to hold and disburse all funds received by Escrow Agent in accordance with the provisions of this Agreement; provided, however, Escrow Agent shall have no obligation, liability, or responsibility under any amendment to the Agreement unless and until the same is accepted by Escrow Agent in writing.

REDWOOD EMPIRE TITLE COMPANY

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT "A-1"

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF FORT BRAGG, COUNTY OF MENDOCINO, STATE OF CALIFORNIA AND BEING IN SECTION 1, TOWNSHIP 18 NORTH, RANGE 18 WEST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CORNER OF SECTIONS 1 AND 12, TOWNSHIP 18 NORTH, RANGE 18 WEST AND SECTIONS 6 AND 7, TOWNSHIP 18 NORTH 17 WEST, MOUNT DIABLO BASE AND MERIDIAN; THENCE FROM SAID POINT OF COMMENCEMENT, NORTH 14°34'52" WEST, 2,422.40 FEET TO A POINT ON THE BOUNDARY OF THE CITY OF FORT BRAGG, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING, SOUTH 01°15'37" EAST, 15.00 FEET; THENCE SOUTH 88°44'23" WEST, 410.00 FEET; THENCE NORTH 01°15'37" WEST, 15.00 FEET; THENCE NORTH 88°44'23" EAST, 410.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.14 ACRES
A PORTION OF A. P. #008-010-36

DESCRIPTION PREPARED BY: FORREST FRANCIS, LAND SURVEYOR
P. O. BOX 1162
MENDOCINO, CA 95460

FORREST FRANCIS, L. S. 5121
LICENSE EXPIRES 6/30/2015



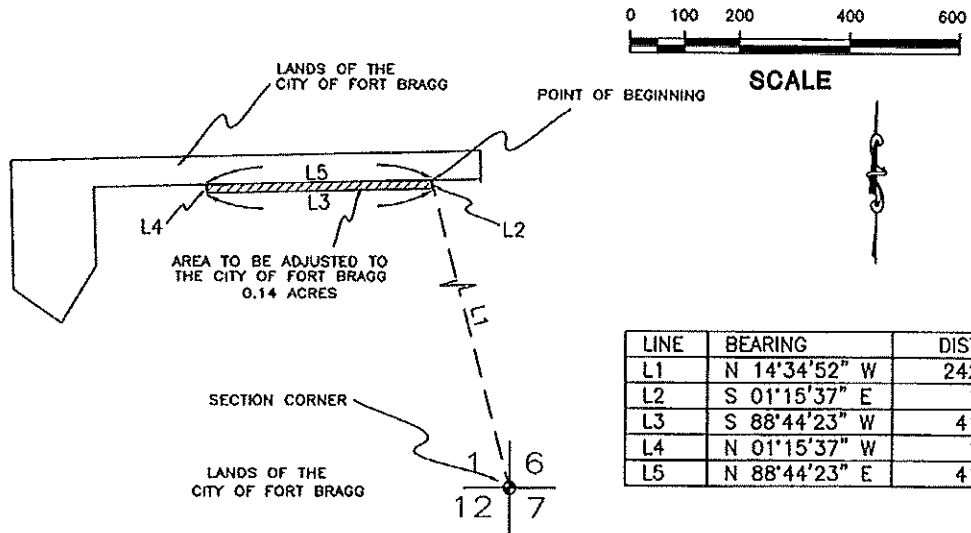


EXHIBIT MAP A-2		
DRAWN FF	DATE 4/15	LANDS TO BE ADJUSTED TO
APPROVED FF	DATE 4/15	THE CITY OF FORT BRAGG
SCALE AS SHOWN	SHEET 1 OF 1	PROJECT NO. 015159

PREPARED BY: FORREST FRANCIS
 LAND SURVEYOR
 P. O. BOX 1162
 10501 FORD STREET
 MENDOCINO, CA 95460
 PHONE: (707)937-9900
 E-MAIL: francis@mcn.org

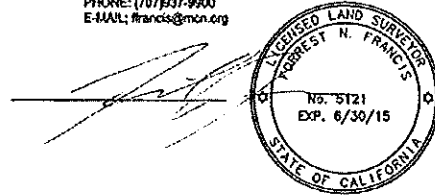


EXHIBIT "B-1"

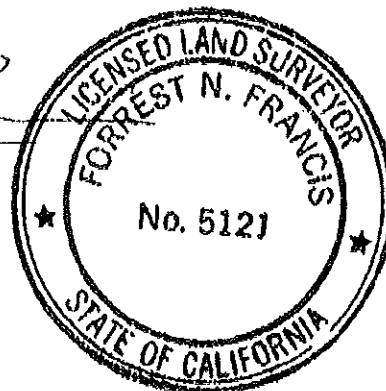
ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF FORT BRAGG, COUNTY OF MENDOCINO, STATE OF CALIFORNIA AND BEING IN SECTION 12, TOWNSHIP 18 NORTH, RANGE 18 WEST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CORNER OF SECTIONS 12 AND 13, TOWNSHIP 18 NORTH, RANGE 18 WEST AND SECTIONS 7 AND 18, TOWNSHIP 18 NORTH 17 WEST, MOUNT DIABLO BASE AND MERIDIAN; THENCE FROM SAID POINT OF COMMENCEMENT, THENCE NORTH 73°52'06" WEST, 1546.21 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THE LANDS OF THE CITY OF FORT BRAGG, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING, ALONG THE BOUNDARIES OF SAID CITY OF FORT BRAGGS AS FOLLOWS: NORTH 81°01'15" WEST, 190.44 FEET; THENCE NORTH 34°54'24" WEST, 763.91 FEET; THENCE NORTH 14°17'03" WEST, 440.28 FEET; THENCE NORTH 07°41'41" WEST, 212.89 FEET; THENCE SOUTH 30°30'30" EAST, 1501.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.87 ACRES
A PORTION OF A. P. #018-043-13

DESCRIPTION PREPARED BY: FORREST FRANCIS, LAND SURVEYOR
P. O. BOX 1162
MENDOCINO, CA 95460


FORREST FRANCIS, L. S. 5121
LICENSE EXPIRES 6/30/2015



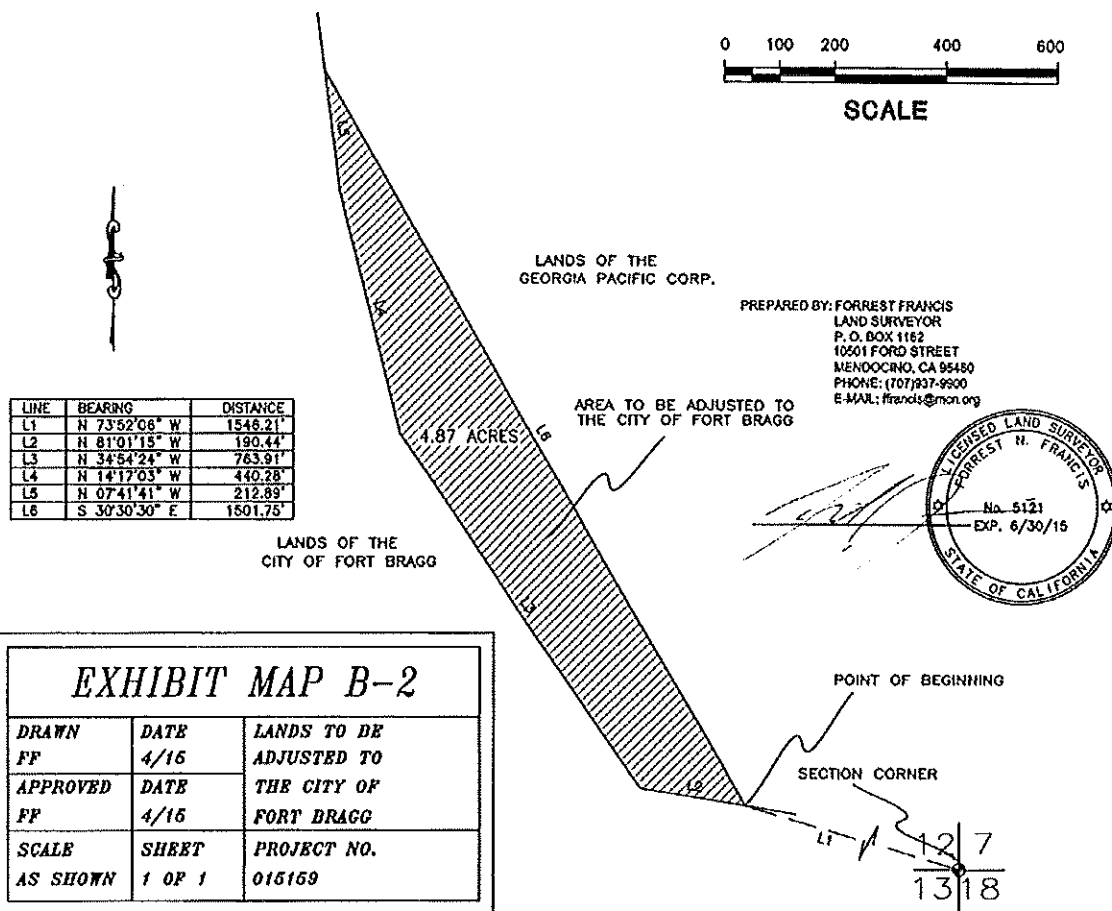


EXHIBIT MAP B-2

DRAWN FF	DATE 4/16	LANDS TO BE ADJUSTED TO
APPROVED FF	DATE 4/16	THE CITY OF FORT BRAGG
SCALE AS SHOWN	SHEET 1 OF 1	PROJECT NO. 015159

EXHIBIT "C-1"

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF FORT BRAGG, COUNTY OF MENDOCINO, STATE OF CALIFORNIA AND BEING IN SECTION 12, TOWNSHIP 18 NORTH, RANGE 18 WEST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CORNER OF SECTIONS 12 AND 13, TOWNSHIP 18 NORTH, RANGE 18 WEST AND SECTIONS 7 AND 18, TOWNSHIP 18 NORTH 17 WEST, MOUNT DIABLO BASE AND MERIDIAN; THENCE FROM SAID POINT OF COMMENCEMENT, NORTH 72°32'19" WEST, 1305.21 FEET, TO A POINT ON THE BOUNDARY OF THE LANDS OF THE CITY OF FORT BRAGG, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING, ALONG THE BOUNDARIES OF SAID CITY OF FORT BRAGG, NORTH 81°01'15" WEST, 227.90 FEET; THENCE LEAVING SAID BOUNDARY, NORTH 66°04'01" EAST, 103.45 FEET; THENCE NORTH 58°07'06" EAST, 114.77 FEET; THENCE NORTH 54°29'45" EAST, 95.30 FEET; THENCE NORTH 44°43'36" EAST, 97.31 FEET; THENCE SOUTH 23°16'21" WEST, 285.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.59 ACRES
A PORTION OF A. P. #018-043-13

DESCRIPTION PREPARED BY: FORREST FRANCIS, LAND SURVEYOR
P. O. BOX 1162
MENDOCINO, CA 95460



FORREST FRANCIS, L. S. 5121
LICENSE EXPIRES 6/30/2015



LINE	BEARING	DISTANCE
L1	N 72°32'19" W	1305.21'
L2	N 81°01'15" W	227.90'
L3	N 66°04'01" E	103.45'
L4	N 58°07'06" E	114.77'
L5	N 54°29'45" E	95.30'
L6	N 44°43'36" E	97.31'
L7	S 23°16'21" W	285.90'



SCALE



LANDS OF THE
CITY OF FORT BRAGG

AREA TO BE ADJUSTED TO
THE CITY OF FORT BRAGG
0.59 ACRES

POINT OF BEGINNING

LANDS OF THE
CITY OF FORT BRAGG

PREPARED BY: FORREST FRANCIS
LAND SURVEYOR
P. O. BOX 1162
10501 FORD STREET
MENDOCINO, CA 95460
PHONE: (707) 937-8900
E-MAIL: ffrancis@mon.org

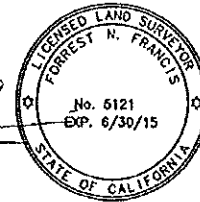


EXHIBIT MAP C-2

DRAWN FF	DATE 4/16	LANDS TO BE ADJUSTED TO
APPROVED FF	DATE 4/16	THE CITY OF FORT BRAGG
SCALE AS SHOWN	SHEET 1 OF 1	PROJECT NO. 015159

12 7
13 8

SECTION CORNER

EXHIBIT "E-1"

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF FORT BRAGG, COUNTY OF MENDOCINO, STATE OF CALIFORNIA AND BEING IN SECTION 12, TOWNSHIP 18 NORTH, RANGE 18 WEST, AND SECTION 7, TOWNSHIP 18 NORTH, RANGE 17 WEST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

A 50 FOOT WIDE STRIP OF LAND, LYING 25 FEET ON EACH SIDE OF THE FOLLOWING CENTERLINE:

COMMENCING AT THE CORNER OF SECTIONS 12 AND 13, TOWNSHIP 18 NORTH, RANGE 18 WEST AND SECTIONS 7 AND 18, TOWNSHIP 18 NORTH 17 WEST, MOUNT DIABLO BASE AND MERIDIAN, THENCE FROM SAID POINT OF COMMENCEMENT, NORTH 56°41'39" WEST, 1101.57 FEET TO A POINT ON THE BOUNDARY OF THE LANDS OF THE CITY OF FORT BRAGG, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING, LEAVING THE BOUNDARY LINE OF THE CITY OF FORT BRAGG, ALONG SAID CENTERLINE AS FOLLOWS: SOUTH 72°38'42" EAST, 365.45 FEET; THENCE SOUTH 87°56'10" EAST, 120.16 FEET; THENCE NORTH 75°28'35" EAST, 375.54 FEET; THENCE NORTH 69°02'49" EAST, 184.47 FEET; THENCE SOUTH 88°45'10" EAST, 235.73 FEET TO A POINT ON THE BOUNDARIES OF THE LANDS OF THE CITY OF FORT BRAGG AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED AS INSTRUMENT NUMBER 2000-14254, MENDOCINO COUNTY RECORDS.

THE SIDE LINES OF SAID STRIP OF LAND TO BE EXTENDED OR SHORTENED TO BEGIN AND END AT THE BOUNDARIES OF THE LANDS OF THE CITY OF FORT BRAGG AT EACH END.

CONTAINING 1.47 ACRES

A PORTION OF A. P. #018-040-52 AND A. P. #018-030-42

DESCRIPTION PREPARED BY: FORREST FRANCIS, LAND SURVEYOR

P. O. BOX 1162
MENDOCINO, CA 95460


FORREST FRANCIS, L. S. 5121
LICENSE EXPIRES 6/30/2015



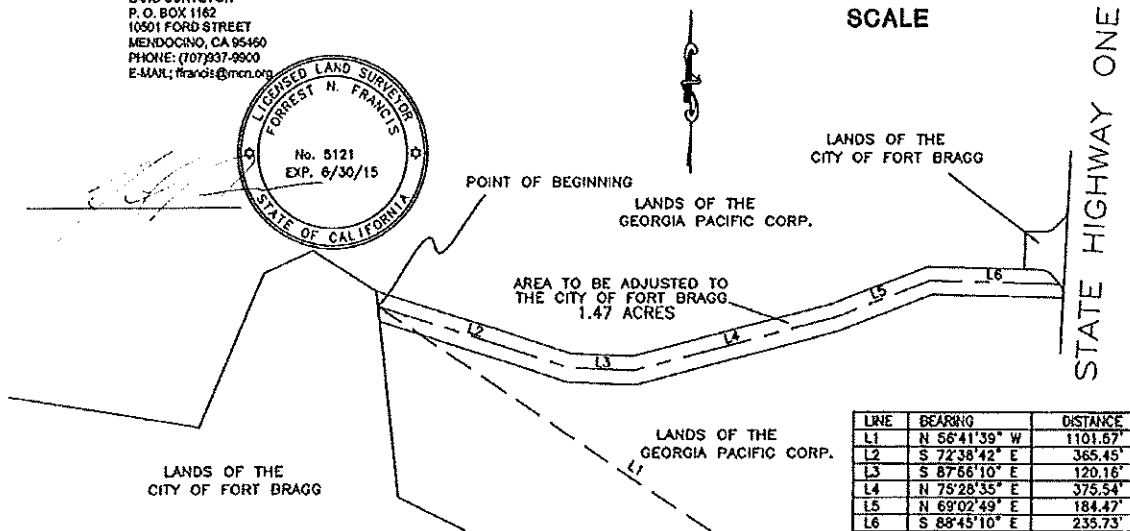
PREPARED BY: FORREST FRANCIS
 LAND SURVEYOR
 P. O. BOX 1162
 10501 FORD STREET
 MENDOCINO, CA 95460
 PHONE: (707) 937-9900
 E-MAIL: ffrancis@mcn.org



0 100 200 400 600

SCALE

STATE HIGHWAY ONE



LINE	BEARING	DISTANCE
L1	N 56°41'39" W	1101.57'
L2	S 72°38'42" E	365.45'
L3	S 87°56'10" E	120.16'
L4	N 75°28'35" E	375.54'
L5	N 69°02'49" E	184.47'
L6	S 88°45'10" E	235.73'

EXHIBIT MAP E-2

DRAWN FF	DATE 4/16	LANDS TO BE ADJUSTED TO THE CITY OF FORT BRAGG
APPROVED FF	DATE 4/16	PROJECT NO. 015159
SCALE AS SHOWN	SHEET 1 OF 1	

EXHIBIT "F-1"

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF FORT BRAGG, COUNTY OF MENDOCINO, STATE OF CALIFORNIA AND BEING IN SECTION 1, TOWNSHIP 18 NORTH, RANGE 18 WEST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CORNER OF SECTIONS 1 AND 12, TOWNSHIP 18 NORTH, RANGE 18 WEST AND SECTIONS 6 AND 7, TOWNSHIP 18 NORTH 17 WEST, MOUNT DIABLO BASE AND MERIDIAN; THENCE FROM SAID POINT OF COMMENCEMENT, SOUTH 37°26'00" WEST, 2,850.62 FEET TO A POINT ON THE BOUNDARY OF THE CITY OF FORT BRAGG, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING, SOUTH 39°55'20" EAST, 90.79 FEET; THENCE SOUTH 21°51'48" WEST, 571.17 FEET; THENCE NORTH 77°06'26" WEST, 80.99 FEET TO A POINT ON THE BOUNDARY OF THE LANDS OF THE CITY OF FORT BRAGG; THENCE NORTH 21°51'48" EAST, 626.72 FEET TO THE POINT OF BEGINNING,

CONTAINING 1.10 ACRES
A PORTION OF A. P. #008-020-13

DESCRIPTION PREPARED BY: FORREST FRANCIS, LAND SURVEYOR
P. O. BOX 1162
MENDOCINO, CA 95460



FORREST FRANCIS, L.S. 5121
LICENSE EXPIRES 6/30/2017

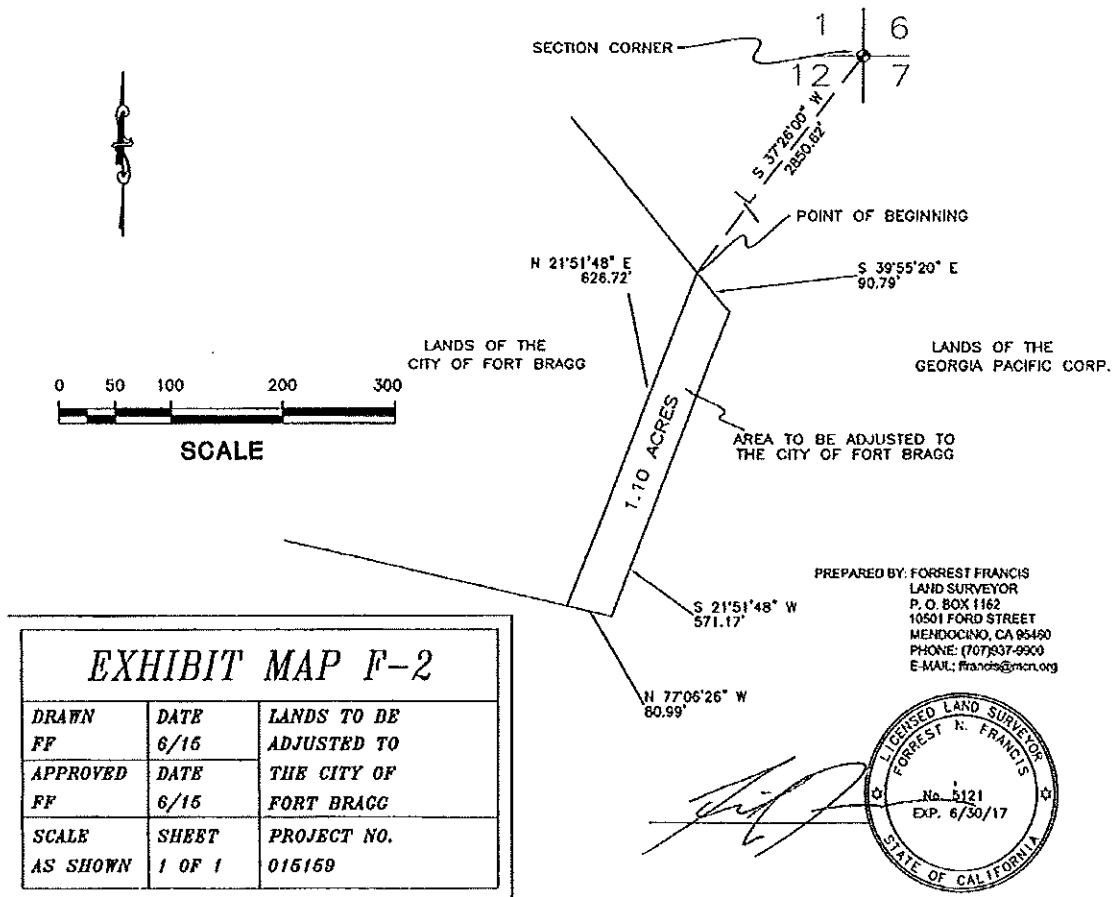


Exhibit F-2

EXHIBIT G

Legal Description of Johnson Parcel Access Easement

That portion of Section 12, Township 18 North, Range 18 West, and Section 7, Township 18 North, Range 17 West, Mount Diablo Base and Meridian, in the City of Fort Bragg, Mendocino County, State of California more particularly described as follows:

The easement for right of way appurtenant to that parcel of land as described in the deed recorded in Book 132, Page 111 of Official Records in the Mendocino County Recorder's Office, State of California.

Approximate area of the above described easement, 2.5 acres

EXHIBIT H

Legal Description of Sewer Easement

That portion of Section 12, Township 18 North, Range 18 West, and Section 7, Township 18 North, Range 17 West, Mount Diablo Base and Meridian, in the City of Fort Bragg, Mendocino County, State of California more particularly described as follows:

The sewer easement as described in the deed recorded in Book 471, Page 8 of Official Records in the Mendocino County Recorder's Office, State of California, excepting that portion lying within the lands of the City of Fort Bragg as described in the deed recorded in Book 206, Page 51 of Official Records in the Mendocino County Recorder's Office, State of California.

Approximate area of the above described easement, 0.6 acres

EXHIBIT I

Legal Description of Sanitary Sewer Easement

That portion of Section 12, Township 18 North, Range 18 West, and Section 7, Township 18 North, Range 17 West, Mount Diablo Base and Meridian, in the City of Fort Bragg, Mendocino County, State of California more particularly described as follows:

The sanitary sewer easements as described in the deed recorded in Book 834, Page 520 of Official Records in the Mendocino County Recorder's Office, State of California:

All of Parcel One as described in said deed, excepting and reserving the portion described as follows:

Beginning at Manhole "A" as described in said deed, thence North 83° 55' East, 180 feet more or less, to the Westerly right of way line of Main Street in the City of Fort Bragg.

All of Parcel Two as described in said deed, excepting and reserving the portion described as follows:

From the beginning of said Parcel Two, thence South 69° 36" East, 210.0 feet.

Approximate area of the above described easements, 0.5 acres

EXHIBIT J

Legal Description of Waste Water Treatment Facility Ingress/Egress Easement

That portion of Section 12, Township 18 North, Range 18 West, and Section 7, Township 18 North, Range 17 West, Mount Diablo Base and Meridian, in the City of Fort Bragg, Mendocino County, State of California more particularly described as follows:

The easement for ingress and egress upon existing road or roads appurtenant to Parcel One as described in the deed recorded in Book 834, Page 517 of Official Records in the Mendocino County Recorder's Office, State of California.

EXHIBIT K

Legal Description of Noyo Center Temporary Access Easement

That portion of Section 12, Township 18 North, Range 18 West, and Section 7, Township 18 North, Range 17 West, Mount Diablo Base and Meridian, in the City of Fort Bragg, Mendocino County, State of California more particularly described as follows:

The temporary access easement for access to the Noyo Center parcel, as described in the deed recorded at Serial Number 2011-16314 in the Official Records of the Mendocino County Recorder's Office, State of California, said temporary access easement more particularly identified as Exhibit 2 – Access Easement Property in said deed, excepting those portions lying with the lands of the City of Fort Bragg as described in the deed recorded at Serial Number 2010-00114 in the Official Records of the Mendocino County Recorder's Office, State of California.

Approximate area of the above described easement, 3.2 acres

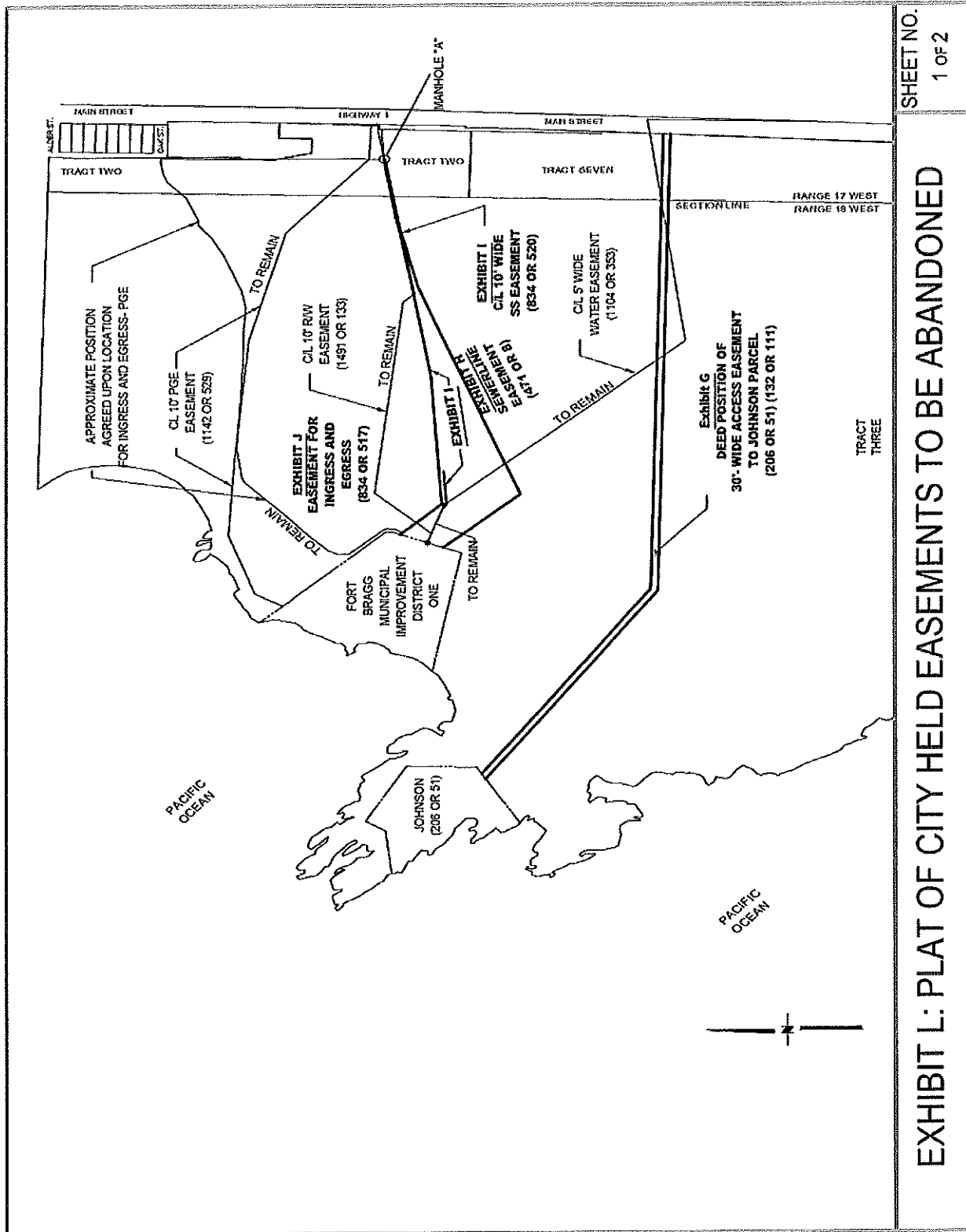


Exhibit L-1

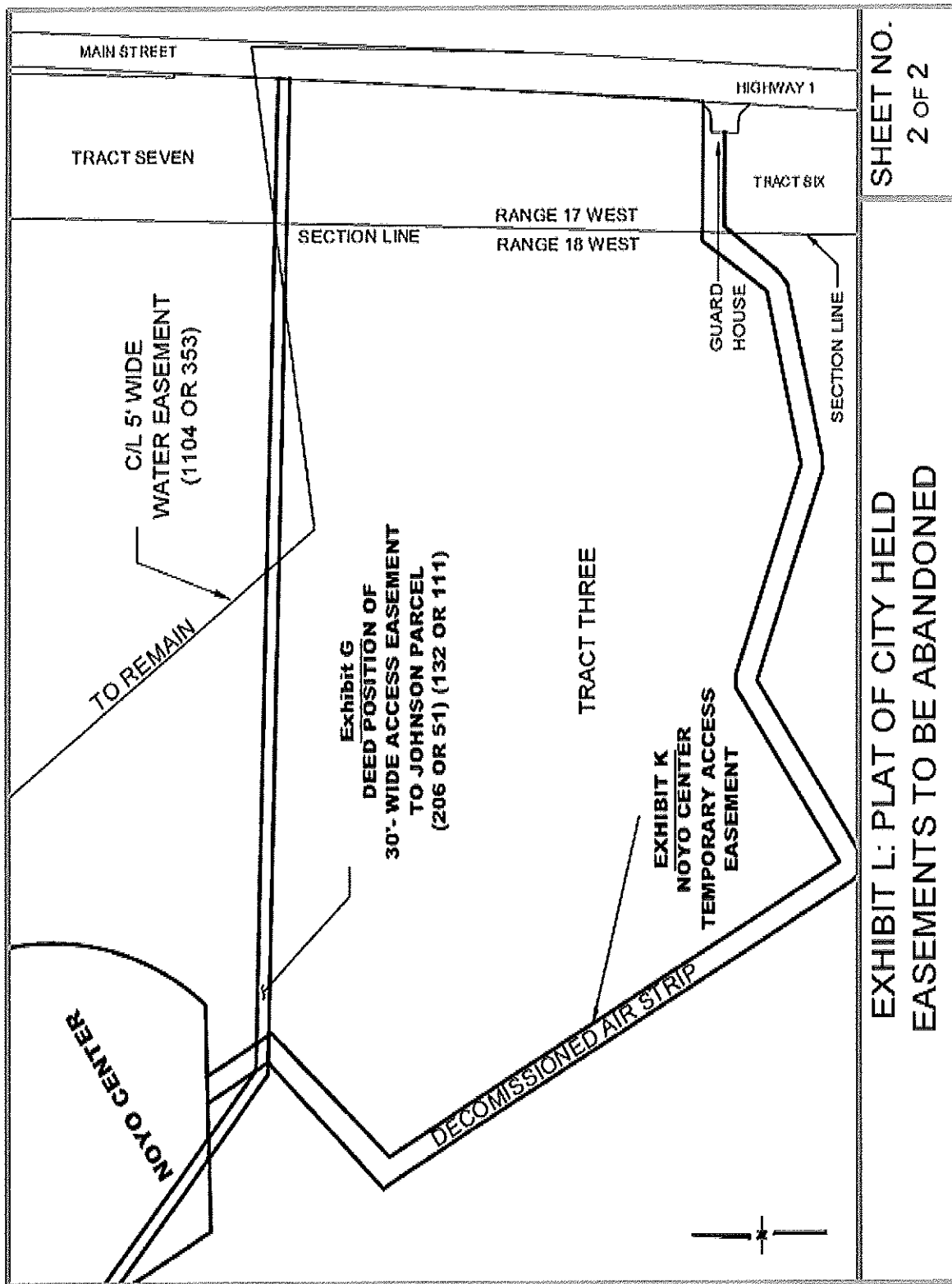


Exhibit L-2

EXHIBIT M

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Georgia-Pacific LLC
133 Peachtree Street NE
Atlanta, Georgia 30303
Attention: _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (the "**Agreement**") is made and entered into on this _____ day of _____, 2015, by and between the CITY OF FORT BRAGG, a municipal corporation, for itself and its successors or assigns with respect to any portion of the Burdened Property as described herein, (collectively, "**Grantor**"), and GEORGIA-PACIFIC LLC, a Delaware limited liability company, for itself and its successors and assigns with respect to any portion of the Benefited Property as described herein (collectively, "**Grantee**").

RECITALS

- A. Grantor owns that certain real property situated in the City of Fort Bragg (the "**City**"), County of Mendocino (the "**County**"), State of California, as more particularly described in Attachment No. 1 hereto (the "**Burdened Property**").
- B. Grantee owns that certain real property situated in the City and County, as more particularly described in Attachment No. 2 hereto (the "**Benefited Property**").
- C. The purpose of this Agreement is to grant to Grantee, for the benefit of the Benefited Property a permanent easement for continuing access to and across the Burdened Property for the purposes and on the terms set forth herein.

AGREEMENT AND GRANT OF EASEMENT

1. Recitals Incorporated by Reference. The recitals set forth above are incorporated into this Agreement as though fully set forth herein.
2. Grant of Easement. For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor grants to Grantee, subject to the terms of this Agreement, a non-exclusive easement appurtenant to the Benefited Property and inuring to the benefit of all or any portion of the Benefited Property and for use by Grantee and Grantee's agents, employees, guests or invitees, contractors, consultants, licensees, representatives, successors and assigns in, over, under, through and across the Burdened Property for the purposes of providing access to and from the Benefited Property ("**Easement**").

Exhibit M-1

3. Terms of Use of Easement. Grantee shall use the Easement only for the purpose of accessing the Benefited Property and for no other purpose. Grantor shall be responsible for maintenance and repair of the Easement area.

4. Easement in Perpetuity. The Easement shall remain in effect in perpetuity, unless terminated by the parties hereto.

5. Indemnification. Except to the extent caused by the negligence or willful misconduct of Grantor, its agents, employees, consultants, contractors, guests, or invitees, Grantee will indemnify, defend, and hold harmless Grantor and/or its agents, officers, employees, contractors, and representatives against any and all liabilities, losses, and damages (including, but not limited to attorney's fees and costs) from claims arising out of any injury to any person arising out of Grantee's use of this Easement, including without limitation any activities of Grantee described in this Agreement. The obligations under this section shall survive the termination of this Easement.

6. General Provisions.

A. The Easement and the terms and conditions set forth in this Agreement shall run with the land for the benefit of the Benefited Property and any portion thereof and the burden of the Burdened Property and any portion thereof, and shall apply to and bind the successors in interest to such properties in accordance with applicable law, including, but not limited to, California Civil Code Section 1468.

B. This Agreement shall be construed as a whole in accordance with its fair meaning and not for or against any party. The parties agree that neither California Civil Code Section 1654 nor any similar common law principle shall govern the interpretation of this Agreement.

C. Each party hereto represents and warrants that such party has all necessary and appropriate authority to make this Agreement, and that any person executing this Agreement on behalf of any party hereto has been empowered and authorized to do so pursuant to appropriate authorization.

D. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision hereof.

E. In any action or proceeding arising out of or involving the term terms, conditions, interpretation, enforcement or performance of all or part of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs, including post judgment attorney's fees and costs.

F. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

GRANTOR:

CITY OF FORT BRAGG, a municipal corporation

By: _____
Name: _____
Title: _____

GRANTEE:

GEORGIA-PACIFIC LLC,
a Delaware limited liability company

By: _____
Its: _____

ACKNOWLEDGMENT

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)
) ss
County of _____)

On _____, before me, _____,
(Name of Notary)

notary public, personally appeared _____
 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.

(Notary Signature)

ACKNOWLEDGMENT

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)
) ss
County of _____)

On _____, before me, _____,
(Name of Notary)

notary public, personally appeared _____
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.

(Notary Signature)

ATTACHMENT NO. 1

Legal Description of Burdened Property

All that certain real property situated in the City of Fort Bragg, County of Mendocino, State of California; and being in Section 12, Township 18 North, Range 18 West; and Section 7, Township 18 North, Range 17 West, Mount Diablo Base and Meridian; described as follows:

A 50 foot wide strip of land, lying 25 feet on each side of the following centerline:

COMMENENCING at the corner of Sections 12 and 13, Township 18 North, Range 18 West and Sections 7 and 18, Township 18 North, Range 17 West, Mount Diablo Base and Meridian; thence North $56^{\circ} 41' 39''$ West, 1101.57 feet to a point on the boundary of the lands of the City of Fort Bragg, said point being the True Point of Beginning for the following description; thence leaving said boundary of the lands of the City of Fort Bragg along centerline as follows: South $72^{\circ} 38' 42''$ East, 365.45 feet; thence South $87^{\circ} 56' 10''$ East, 120.16 feet; thence North $75^{\circ} 28' 35''$ East, 375.54 feet; thence North $69^{\circ} 02' 49''$ East, 184.47 feet; thence South $88^{\circ} 45' 10''$ East, 235.73 feet to a point on the boundary of the lands of the City Fort Bragg as described in that certain Grant Deed recorded as Instrument Number 2000-14254, Mendocino County Records.

The side lines of said strip of land to be extended or shortened to begin and end at the boundaries of said lands of the City of Fort Bragg at each end.

APNs 018-040-52 (a portion of)
018-030-42 (a portion of)

ATTACHMENT NO. 2

Legal Description of Benefitted Property

All that certain property within the City of Fort Bragg, Mendocino County, State of California; and also being in Section 7, Township 18 North, Range 17 West, Mount Diablo Base and Meridian; and Sections 12 and 13, Township 18 North, Range 18 West; Mount Diablo Base and Meridian more particularly described as follows:

All that portion of Lots 1, 2, 3, 4, and the East half of the East half of said Section 12, Township 18 North, Range 18 West; and that portion of Lot #1 of said Section 13 Township 18 North, Range 18 West described as follows:

BEGINNING at the Northeast corner of said Section 13; thence North $88^{\circ} 51' 40''$ West, 342.41 feet along the Section line common to said Sections 12 and 13; thence South $56^{\circ} 18' 42''$ East, 65.93 feet; thence North $04^{\circ} 05' 36''$ East, 23.80 feet; thence South $55^{\circ} 34' 22''$ East, 306.82 feet to the East line of said Section 13; thence North $01^{\circ} 18' 05''$ East, 194.66 feet along the East line of said Section 13 to the point of beginning.

EXCEPTING FROM said Lots 2 and 3, the part thereof as described in Deed, recorded November 15, 1946 in Volume 206, Page 51, et seq., of Official Records at the Mendocino County Recorder's Office.

ALSO EXCEPTING FROM Lot 2 the part thereof as described in Deed, recorded December 18, 1970 in Book 834, Page 517 of Official Records at the Mendocino County Recorder's Office.

ALSO EXCEPTING FROM the Northeast quarter of said Section 12 that portion described in Deed recorded in Book 1656, Page 378 of Official Records at the Mendocino County Recorder's Office.

TOGETHER WITH

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 Route One; described as follows:

BEGINNING at the Southwest corner of said Section 7; thence South $88^{\circ} 17' 06''$ East, 283.93 feet along the Southerly line of said Section 7 to a point on said Westerly line of State Route One; said point being the beginning of a 5,949.72 foot radius curve to the left with a tangent at said point bearing North $06^{\circ} 06' 14''$ East; thence along said Westerly line of State Route One a distance of 333.09 feet through a central angle of $3^{\circ} 12' 27''$; thence continuing along said Westerly line of State Route One North $2^{\circ} 54' 12''$ East, 356.23 feet to a line that is a Westerly prolongation of the Southerly line of Cypress Street; thence along said prolonged line North $88^{\circ} 41' 01''$ West, 312.49 feet to the Westerly line of said Section 7; thence South $01^{\circ} 18' 01''$ West, 686.66 feet along the West line of said Section 7 to the point of beginning.

The basis of bearing of this portion of the description is based on California State Grid, Zone 2; distances are horizontal, ground distances.

TOGETHER WITH

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 Route One; excepting therefrom the property described as follows:

BEGINNING at the Southwest corner of said Section 7; thence South $88^{\circ} 17' 06''$ East, 283.93 feet along the Southerly line of said Section 7 to a point on said Westerly line of State Route One; said point being the beginning of a 5,949.72 foot radius curve to the left with a tangent at said point bearing North $06^{\circ} 06' 14''$ East; thence along said Westerly line of State Route One a distance of 333.09 feet through a central angle of $3^{\circ} 12' 27''$; thence continuing along said Westerly line of State Route One North $2^{\circ} 54' 12''$ East, 356.23 feet to a line that is a Westerly prolongation of the Southerly line of Cypress Street; thence along said prolonged line North $88^{\circ} 41' 01''$ West, 312.49 feet to the Westerly line of said Section 7; thence South $01^{\circ} 18' 01''$ West, 686.66 feet along the West line of said Section 7 to the point of beginning.

The basis of bearing of this portion of the description is based on California State Grid, Zone 2; distances are horizontal, ground distances.

EXCEPTING

That property described in Deed recorded August 29, 2000 as Instrument No. 2000-14254 at the Mendocino County Recorder's Office. That property described in Deed recorded January 5, 2010 as Instrument No. 2010-00114 at the Mendocino County Recorder's Office. That property described in Deed recorded November 21, 2011 as Instrument No. 2011-16313 at the Mendocino County Recorder's Office. That property described in Deed recorded December 30, 2013 as Instrument No. 2013-19248 at the Mendocino County Recorder's Office. That property described in Attachment No. 1 of this Easement Agreement.

APNs: 008-020-13

018-430-13

018-430-16

018-040-52

018-030-42

018-020-01

018-010-67

EXHIBIT N
FORM OF GP GRANT DEED

Recording Requested by and)
After Recordation Mail to:)
)
City of Fort Bragg)
416 North Franklin Street)
Fort Bragg, CA 95437)
Attention: Linda Ruffing)
)

This document is exempt from the payment of a recording
fee pursuant to Government Code § 27383

GRANT DEED

For valuable consideration, the receipt of which is hereby acknowledged, GEORGIA-PACIFIC LLC, a Delaware limited liability company, ("**Grantor**"), hereby GRANTS to CITY OF FORT BRAGG, a municipal corporation ("**Grantee**") , the real property in the County of Mendocino, State of California, described in Attachment No. 1 attached hereto.

Dated: _____, 2015

GRANTOR:

GEORGIA-PACIFIC LLC, a Delaware limited
liability company

By: _____
Name: _____
Title: _____

ATTACHMENT NO. 1

[legal descriptions to be inserted prior to recordation]

ACKNOWLEDGMENT

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)
) ss
County of _____)

On _____, before me, _____,
(Name of Notary)

notary public, personally appeared _____
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.

(Notary Signature)

CERTIFICATE OF ACCEPTANCE

This is to certify that the fee interests in real property conveyed by Grant Deed dated _____, 2015, from Georgia-Pacific, LLC, a Delaware limited liability company, as grantor, to City of Fort Bragg, a municipal corporation of the State of California, as grantee, is hereby accepted by the _____ pursuant to authority conferred by Resolution No. _____, dated _____, 2015, and the City, as grantee, consents to recordation of said Grant Deed.

Dated: _____, 2015

CITY OF FORT BRAGG

By: _____

Its: _____

ACKNOWLEDGMENT

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)
) ss
County of _____)

On _____, before me, _____,
(Name of Notary)

notary public, personally appeared _____
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.

BN 19131401v2
OAK #4817-2676-0742 v6