

RECORDING REQUESTED BY AND)
WHEN RECORDED MAIL TO:)
)
County of Santa Barbara)
General Services Department)
Real Property Division)
1105 Santa Barbara Street)
Second Floor, Courthouse East Wing)
Santa Barbara, CA 93101)
)
WITH COPY TO:)
)
The LeRoy Scolari Trust)
423 North "G" Street)
Lompoc, CA 93436)
Attention: LeRoy Scolari, Trustee)
)
and)
)
The Land Trust for Santa Barbara County)
P.O. Box 91830)
Santa Barbara, California 93190-1830)

No Fee per Government Code § 6103
Exempt from Building and Jobs Act Fee per Gov Code § 27388.1(a)(2)(D)
No Documentary Transfer Tax per R&T Code § 11922
No Recording Fee per Gov Code § 27383

APN(s): 083-090-001

ASSIGNMENT AND ASSUMPTION OF THE AMENDED AND RESTATED CONSERVATION EASEMENT

THIS ASSIGNMENT AND ASSUMPTION OF THE AMENDED AND RESTATED CONSERVATION EASEMENT ("Assignment") is made as of June ___, 2021, by and between the County of Santa Barbara, a political subdivision of the State of California, as assignor ("Assignor" or "County"), and The Land Trust for Santa Barbara County, a California nonprofit public benefit corporation, as assignee ("Assignee" or "Land Trust"), with reference to the following facts:

WHEREAS, County was the sole grantee of a Conservation Easement Deed granted by LeRoy Scolari, as Trustee of the LeRoy Scolari Trust dated December 21, 2018, as to an undivided 1/3 interest; Gerald E. Scolari and Sandra K. Scolari, as Trustees of the Gerald and Sandra Scolari Revocable Trust, dated December 29, 2001, as to an undivided 1/3 interest and Rosebel V. Cameron, as Trustee of the Rosebel V. Cameron Trust, dated August 20, 2009, as to an undivided 1/3 interest (collectively, "Grantors"), in certain real property containing approximately 489.84 acres of land located in the County of Santa Barbara, State of California, designated Assessor's Parcel Numbers 083-090-001 and 083-090-002 ("Property"), recorded on April 27, 2020, as Instrument No. 2020-0020704 in the Official Records of Santa Barbara,

California ("Original Conservation Easement"), a copy of which is attached hereto and made a part hereof as Exhibit A;

WHEREAS, the Original Conservation Easement was replaced by two Amended and Restated Conservation Easements, one covering APN 083-090-001 and another covering APN 083-090-002, both recorded concurrently herewith, which, *inter alia*, changed County's interest in the Property from sole grantee to co-grantee with the Land Trust, added County as a third-party beneficiary, and acknowledged County's power to assign or transfer its interest as co-grantee at any time to Land Trust, an unexecuted copy of the Amended and Restated Conservation Easement for APN 083-090-001 ("A&R Conservation Easement") being attached hereto and made a part hereof as Exhibit B;

WHEREAS, County now desires to assign, transfer, and convey the entirety of its interest as co-grantee of the A&R Conservation Easement for APN 083-090-001 to the Land Trust, thereby making the Land Trust the sole grantee of the A&R Conservation Easement;

WHEREAS, County and Land Trust intend for this Assignment to satisfy the requirement for an instrument effectuating the assignment of County's interest to Land Trust and Land Trust's assumption thereof.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other valuable consideration, receipt of which is hereby acknowledged, County and the Land Trust agree as follows:

1. Assignment of County Interest as Co-Grantee of A&R Conservation Easement. County hereby assigns, transfers, and conveys to the Assignee all of County's title, rights, obligations, and interest as co-grantee in that certain A&R Conservation Easement, which shall be effective upon recordation of this Assignment ("Effective Date").

2. Acceptance by Land Trust. Assignee agrees, by acceptance and recordation of this Assignment, that the terms and conditions set forth herein shall be binding upon and inure to the benefit of the Land Trust as Assignee. As required by the A&R Conservation Easement, Assignee hereby reaffirms its willingness to assume the full responsibility imposed on the Grantee by the terms of the A&R Conservation Easement and the Permits (as defined in the A&R Conservation Easement) and is expressly willing and able to hold the A&R Conservation Easement as sole Grantee for the purposes for which it was created.

3. County as Third-Party Beneficiary. This Assignment shall not affect County's rights and obligations as third-party beneficiary of the A&R Conservation Easement.

4. Indemnification. Assignor shall indemnify, defend, and hold harmless Assignee and Assignee's successors, agents, assigns, officers, directors, employees and other representatives from and against any and all expenses, claims, causes of action, losses, damages or other liabilities (including without limitation, reasonable attorneys' and experts' fees and costs) caused by any actions, omissions, events, activities or liabilities pertaining to the Original Conservation Easement, and/or to Assignor's exercise of its rights and performance of its obligations under the Original Conservation Easement, and occurring or arising prior to the Effective Date, except to the extent any such expense, claim, cause of action, loss, damage or other liability was caused by the negligence or willful misconduct of Assignee.

Assignee shall indemnify, defend and hold harmless Assignor and Assignor's successors, agents, assigns, officers, directors, employees and other representatives from and against any and all expenses, claims, causes of action, losses, damages or other liabilities

(including without limitation, reasonable attorneys' and experts' fees and costs) caused by any actions, omissions, events, activities or liabilities pertaining to the A&R Conservation Easement, and/or to Assignee's exercise of its rights and performance of its obligations under the A&R Conservation Easement, and occurring or arising after the Effective Date, except to the extent any such expense, claim, cause of action, loss, damage or other liability was caused by the negligence or willful misconduct of Assignor.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, County and Assignee have executed this Assignment as of the date set forth above.

"Assignor"
COUNTY OF SANTA BARBARA,
a political subdivision of the State of California

By: _____
Bob Nelson, Chair
Board of Supervisors

Date: _____

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Scott Greenwood

[ASSIGNEE'S SIGNATURE ON FOLLOWING PAGE]

"Assignee"

THE LAND TRUST FOR SANTA BARBARA COUNTY,
a California nonprofit public benefit corporation

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

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 _____)

On _____, 2021 before me, _____, 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.

Signature: _____ (seal)

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.

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COUNTY OF _____)

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

WITNESS my hand and official seal.

Signature: _____ (seal)

EXHIBIT A
Original Conservation Easement

[Attached.]



2020-0020704

Recorded	REC FEE	0.00
Official Records		
County of	COPY(IES)-FREE	0.00
Santa Barbara		
Joseph E. Holland		
County Clerk Recorder		

04:36PM 27-Apr-2020	CT	Page 1 of 23
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WITH COPY TO:)

The Leroy Scolari Trust)
423 North "G" Street)
Lompoc, CA 93436)
Attention: LeRoy Scolari, Trustee)

FR
23
COPY
cert copy
ELB

No Fee per Cal. Gov. Code Section 6103

Space Above Line for Recorder's Use Only

APN(s): 083-090-001
083-090-002

EXEMPT FROM THE BUILDING HOMES AND JOBS ACT FEE PER GC 27388.1(a)(2)(D); THIS DOCUMENT IS BEING RECORDED BY THE STATE, A COUNTY, MUNICIPALITY OR OTHER POLITICAL SUBDIVISION OF THE STATE.

CONSERVATION EASEMENT DEED

This instrument is exempt from Recording Fees (Govt. Code § 27383) and Documentary Transfer Tax (Rev. & Tax. Code §11922)

THIS CONSERVATION EASEMENT DEED ("Conservation Easement") is made as of April 18, 2020 by LeROY SCOLARI, as Trustee of the LeRoy Scolari Trust dated December 21, 2018, as to an undivided 1/3 interest; GERALD E. SCOLARI AND SANDRA K. SCOLARI, as Trustees of the Gerald and Sandra Scolari Revocable Trust, dated December 29, 2001, as to an undivided 1/3 interest and ROSEBEL V. CAMERON, as Trustee of the Rosebel V. Cameron Trust, as to an undivided 1/3 interest ("Grantor"), in favor of the County of Santa Barbara, a political subdivision of the State of California ("Grantee" or "County"), with reference to the following facts:

RECITALS

A. Grantor is the sole owner in fee simple of certain real property containing approximately 489.84 acres of land, located in the County of Santa Barbara ("County"), State of California, designated Assessor's Parcel Numbers 083-090-001 and 083-090-002 ("Property"). All

references to "Grantor" herein shall include Grantor's heirs, successors, and assigns, and all future owners of the Property. The Property is legally described and depicted in Exhibit A attached to this Conservation Easement and incorporated in it by this reference. Grantor intends to grant a conservation easement over the entire Property ("Easement Area") in association with development and operation of the Strauss Wind Energy Project ("Project"). The Easement Area is more particularly described in Exhibit B attached to this Conservation Easement and incorporated in it by this reference.

B. This Conservation Easement provides mitigation for certain impacts of the Project, pursuant to County Conditional Use Permit No. 16CUP-00000-00031, and County Variance No. 18VAR-00000-00002, including Conditions of Approval thereto (collectively, the "Permits").

C. The Easement Area is in a predominantly unimproved natural condition (including some areas that are grazed by cattle) and possesses wildlife and habitat values of great importance to Grantee and the people of the County. The Easement Area provides habitat for vegetation identified in Condition of Approval #11 in the Permits and tree replacement contemplated in Condition of Approval #13 of the Permits. Individually and collectively, these wildlife and habitat values comprise the "Conservation Values" of the Easement Area.

D. Grantee is a political subdivision of the State of California and is authorized to acquire and hold conservation easements pursuant to California Civil Code section 815.3.

E. The conservation purposes of this agricultural and natural resource Conservation Easement are recognized by, and the grant of this Conservation Easement will serve, the following clearly delineated government conservation policies: (a) *California Constitution* Article XIII, Section 8 and *Revenue and Taxation Code* Sections 421.5 and 422.5, under which this agricultural and natural resource Conservation Easement is an enforceable restriction, requiring that the Property's tax valuation be consistent with restriction of its use for purposes of food and fiber production and conservation of natural resources; (b) Section 815 of the *California Civil Code*; (c) Section 51220 of the *California Government Code* which declares a public interest in the preservation of agricultural lands; (d) the *Santa Barbara County General Plan*, Agricultural Element, as amended in 1992, which includes as one of its goals to protect all viable farmlands designated as prime, of statewide importance, unique or of local importance from conversion to and encroachment of non-agricultural uses; (e) State preferences for maintenance of coastal agriculture as provided in *Public Resources Code* Sections 30241 and 30242; and (f) *Internal Revenue Code* § 170(h), under which certain entities are qualified to acquire and hold conservation easements.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to California law, including Civil Code section 815, *et seq.*, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Easement Area.

1. Purposes. The purposes of this Conservation Easement are to ensure the Easement Area will be retained forever in its existing natural, restored, or enhanced condition and to prevent any use of the Easement Area that will impair or interfere with the Conservation Values and agricultural uses of the Easement Area. Grantor intends that this Conservation Easement will confine the use of the Easement Area to activities that are consistent with such purposes, including, without limitation, the following: (i) the preservation, restoration, and enhancement of native species

and their habitats; and (ii) preservation and protection in perpetuity of the Property's agricultural resources, character, use and utility, including but not limited to long-term, viable livestock grazing and continuation of historical farming practices, provided that such uses do not materially impair or interfere with the Conservation Values.

2. Grantee's Rights. To accomplish the purposes of this Conservation Easement, Grantor hereby grants and conveys the following rights to Grantee:

- (a) To preserve and protect the Conservation Values of the Easement Area;
- (b) To enter the Easement Area upon advanced notice at reasonable times in order to access the Easement Area to monitor compliance with and otherwise enforce the terms of this Conservation Easement, provided that Grantee shall not unreasonably interfere with Grantor's agricultural and other Permitted Uses (defined below) and quiet enjoyment of the Property;
- (c) To prevent any activity on or use of the Easement Area that is inconsistent with agriculture and with the purposes of this Conservation Easement and to require the restoration of such any areas or features of the Easement Area are damaged by any act, failure to act, or any use or activity inconsistent with the purposes of this Conservation Easement;
- (d) All present and future development rights appurtenant to, allocated, implied, reserved or inherent in the Easement Area, other than those associated with the Project and Grantor's Permitted Uses, may not be used on or transferred to any portion of the Easement Area.

3. Prohibited Uses. Except for the Grantor's Permitted Uses, any activity on or use of the Easement Area that is inconsistent with agriculture and the purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following uses and activities by Grantee and Grantor, Grantor's agents, Grantee's agents, and third parties are expressly prohibited:

- (a) Activities and uses that may adversely affect the agricultural and Conservation Values of the Easement Area or otherwise interfere with the purposes of this Conservation Easement through unseasonable irrigation; overuse of chemical fertilizers, pesticides, biocides, herbicides, rodenticides, fungicides or other agents; weed abatement activities, other than those necessary to remove invasive plant or animal species to preserve the integrity of the grazing land or as ordered by Federal, California, or County agencies to prevent the spread of invasive plant or animal species; incompatible fire protection activities other than legal controlled burns;
- (b) Use of off-road vehicles and use of any other motorized vehicles except as part of the livestock operation, or in association with Grantor's Permitted Uses, or as necessary to establish, maintain, preserve, repair, replace, or remove fences, corrals, water troughs, water wells, water pipelines, water tanks and appurtenances thereto, or within the farmsteads and the access roads to the farmsteads, or on existing roadways or roadways constructed pursuant to Section 5;
- (c) Agricultural activity other than livestock grazing and farming conducted in accordance with historical agricultural practices on the Property;
- (d) Recreational activities conducted by anyone other than Grantor and Grantor's family members and guests, except to the extent that said activities are consistent with historic uses and the purposes of this Conservation Easement;

(e) Commercial, industrial, institutional, or residential structures or uses and their appurtenances, unless specifically authorized as a Permitted Use;

(f) Construction, reconstruction, expansion, location, relocation, installation, or placement of any building, billboard or sign other than directional and address signage, or other structures, except as specifically authorized as a Permitted Use;

(g) Deposit or accumulation of soil, trash, ashes, refuse, waste, bio-solids or any other materials other than as reasonably approved by Grantee;

(h) Planting, introduction, or dispersion of invasive plant or animal species, except as required by law;

(i) Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extracting minerals, loam, soil, sands, gravel, rocks or other material on or below the surface of the Easement Area, other than as necessary during construction of new fencing and repair and replacement of livestock fencing and other than the temporary stacking of dirt or extracting gravel associated with the repair and maintenance of roads, pipelines, and water troughs and tanks;

(j) Altering the surface or general topography of the Easement Area, including building new roads or trails, or paving new roads, or otherwise covering any portion of the Easement Area other than existing roads or as specifically authorized as a Permitted Use;

(k) Removing, disturbing, altering, destroying, replacing or cutting of trees, shrubs or other vegetation, except as required by law, for safety, for protecting the integrity of structures and their water lines, power lines, and telephone lines, as necessary to maintain fire breaks and existing foot trails or roads, or to prevent or treat disease, or the removal of Eucalyptus trees or other invasive trees, willows, shrubs or vegetation;

(l) Manipulating, impounding or altering any natural water course, body of water or water circulation on the Easement Area, except as currently occurs on the Property, or as required by law, or as necessary to maintain the historical agriculture on the Property, and activities or uses detrimental to water quality other than the historical agriculture, including but not limited to degradation or pollution of any surface or sub-surface waters;

(m) Without the prior written consent of Grantee, which consent shall not be withheld unreasonably, transferring, encumbering, selling, leasing, or otherwise separating the water rights for the Easement Area (except as part of the transferring, encumbering, selling, or leasing of the entire Property); changing the place or purpose of use of the water rights other than to support livestock grazing and except as part of Grantor's Permitted Uses; abandoning or allowing the abandonment of, by action or inaction, any water or water rights, ditch or ditch rights, spring rights, reservoir or storage rights, wells, ground water rights, or other rights in and to the use of water historically used on or otherwise appurtenant to the Easement Area, including but not limited to: (1) riparian water rights; (2) appropriative water rights; (3) rights to waters which are secured under contract with any irrigation or water district, to the extent such waters are customarily applied to the Easement Area; and (4) any water from wells that are in existence or may be constructed in the future on the Easement Area; and

(n) Any activity or use that may violate or fail to comply with relevant federal, state, or local laws, regulations, or policies applicable to Grantor, the Easement Area, or the activity or use in question.

4. Grantor's Duties. Grantor may undertake any actions to prevent the unlawful entry and trespass by persons on the Easement Area. Grantor shall notify Grantee and cooperate with Grantee to cause the removal of trespassers of whom Grantor is actually aware and whose activities may degrade or harm the Conservation Values of the Easement Area. In addition, Grantor shall undertake all necessary actions to perfect the rights of Grantee under Section 2 of this Conservation Easement.

5. Grantor's Permitted Uses and Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors in ownership of the Property, and assigns, all rights accruing from its ownership of the Easement Area, including but not limited to the right to engage in or to permit or invite others to engage in all uses of the Easement Area that are not expressly prohibited or limited by, and are consistent with the purposes of, this Conservation Easement. Grantor also reserves to itself, and to its lessees, tenants, personal representatives, heirs, successors, and assigns, the right to conduct the following activities and uses (collectively, "Permitted Uses"):

(a) Maintaining, repairing, remodeling, replacing, updating and enlarging of existing homesteads, with houses, septic systems, gardens, farm structures, work areas, water tanks, troughs, corrals and related structures (including the construction of new structures) for residential, ranching, farming and other agricultural uses within the current homestead footprint.

(b) Continuing historic ranching and agricultural activities by the residents of these homesteads, including but not limited to horseback riding in connection with cattle management, grazing, operation of the existing hayfields, extracting materials from existing gravel pits located on the Property, in accordance with the purpose of this Conservation Easement and in a manner that will not materially impair or interfere with the Conservation Values. Planting non-native plants and removing and/or cutting trees, shrubs, and other vegetation within the residential gardens and the existing hayfields by residents of the homesteads. Plants considered to be invasive species are prohibited. Constructing any fire breaks, flood prevention or other activities conducted as required by law or otherwise necessary for health or safety.

(c) Continuing and pursuing recreational activities within the Easement Area including horseback riding, biking on existing roads, fishing, and hunting, provided that such fishing or hunting is in season and in compliance with all applicable laws.

(d) Using, maintaining, and repairing existing roads (including reasonable replacement and relocation of such roads to respond to natural occurrences) are allowable within the Easement Area in perpetuity, in accordance with the purpose of this Conservation Easement and in a manner that will not materially impair or interfere with the Conservation Values, such that Grantor retains access to all areas of its Property.

(e) Constructing, repairing, replacing, maintaining, and operating the Project, including but not limited to roads, pads, wind turbines and other facilities related to the Project, all as contemplated on, and consistent with, the site plan approved by the County, in accordance with the purpose of this Conservation Easement and in a manner that will not materially impair or interfere

with the Conservation Values, and working to satisfy any mitigation measures set forth in the Permits or contemplated in connection with the Project.

6. Grantee's Remedies.

(a) If Grantee determines that a violation of the terms of this Conservation Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation and demand in writing the cure of such violation ("Notice of Violation"). Notice shall be provided in accordance with Section 20 of this Conservation Easement.

(b) If Grantor fails to cure the violation within thirty (30) days after receipt of the Notice of Violation, or if the cure reasonably requires more than thirty (30) days to complete and Grantor fails to begin the cure within the thirty (30)-day period or fails to continue diligently to complete the cure, Grantee may bring an action at law or in equity in a court of competent jurisdiction for any or all of the following: to recover any damages to which Grantee may be entitled for violation of the terms of this Conservation Easement or for any injury to the Conservation Values of the Easement Area; to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies; to pursue any other legal or equitable relief, including, but not limited to, the restoration of the Easement Area to the condition in which it existed prior to any such violation or injury; or to otherwise enforce this Conservation Easement. Without limiting the liability of Grantor, Grantee may apply any damages recovered to the cost of undertaking any corrective action on the Easement Area.

(c) If Grantee, in its reasonable discretion, determines that circumstances create an emergency that requires immediate action to prevent or mitigate injury to the Conservation Values of the Easement Area, Grantee may pursue its remedies under this Conservation Easement without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this section apply equally to actual or threatened violations of the terms of this Conservation Easement.

(d) Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled, but not obligated, to seek the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in Civil Code section 815, *et seq.*

(e) If at any time in the future Grantor uses or threatens to use the Easement Area for purposes inconsistent with this Conservation Easement then, despite the provisions of Civil Code section 815.7, the California Attorney General, any person and any entity with a justiciable interest in the preservation of this Conservation Easement has standing as an interested party in any proceeding affecting this Conservation Easement.

7. Costs of Enforcement. Any reasonable costs incurred by Grantee in non-judicial enforcement of the terms of this Conservation Easement against Grantor, and any costs of restoration necessitated by Grantor's violation of the terms hereof shall be borne by Grantor; provided however that Grantor shall not be responsible for the costs of restoration necessary to

remedy damage to Property caused by the conduct of third parties acting without permission or knowledge of Grantor. The prevailing party in any judicial action brought pursuant to the provisions of this Conservation Easement shall be entitled to recovery of its reasonable costs of suit, including, without limitation, attorneys' and experts' fees, from the other party.

8. Discretion of Grantee. Enforcement of the terms of this Conservation Easement by Grantee shall be at the discretion of the enforcing party, and any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any rights of Grantee under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

9. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Easement Area resulting from (i) any natural cause beyond Grantor's control, including, without limitation, fire not caused by Grantor, flood, storm, and earth movement, or any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Easement Area resulting from such causes; or (ii) acts by Grantee or its employees, or third parties acting without permission or knowledge of Grantor.

10. Right of Enforcement. All rights and remedies conveyed to Grantee under this Conservation Easement shall extend to and are enforceable by the County. These enforcement rights are in addition to, and do not limit, the rights of enforcement under the Permits.

11. Fence Installation and Maintenance. Existing fences may be repaired or replaced at their existing locations for purposes of reasonable and customary management of the Property. New fences, including but not limited to livestock fencing on the Property to maintain a rotational grazing program that provides better tools for avoiding over-grazing while maximizing the use of forage may be constructed for such purposes, without further permission from Grantee, provided that any new fence shall be sited and designed in accordance with the purpose of this Conservation Easement and will not materially impair or interfere with the Conservation Values.

12. Access. This Conservation Easement does not convey a general right of access to the public and conveys limited rights of access to Grantee. No member of the public, other than those specifically identified herein, shall be entitled to enter the Easement Area. Family members, invitees, and guests of Grantor are not to be considered to be members of the public.

13. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the raising, keeping, rounding up, and maintaining livestock on the Property. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals required for Grantor's Permitted Uses and in accordance with all applicable federal, state, local and administrative agency statutes, codes, ordinances, rules, regulations, orders and requirements.

14. Taxes; No Liens. Grantor shall pay before delinquency all taxes, assessments (general and special), fees, and charges of whatever description levied on or assessed against the Property, including the Easement Area, by competent authority (collectively "Taxes") and shall provide to Grantee satisfactory evidence of Grantor's tax payment upon request. Grantor and Grantee each shall keep the Easement Area free from any liens (other than any mortgage or

security interest that is subordinate to this Conservation Easement as provided in Section 22(j)), arising out of any obligations incurred by the obligated Party for any labor or materials furnished or alleged to have been furnished to or for the obligated Party at or for use on the Property, including the Easement Area.

15. Mutual Hold Harmless and Indemnification. Each Party ("Indemnifying Party") shall hold harmless, protect and indemnify the other Party and its directors, officers, attorneys, employees, agents, contractors, invitees and representatives and the heirs, personal representatives, successors and assigns of each of them ("Indemnified Party") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter arising solely out of or resulting from the negligence or willful misconduct of the Indemnifying Party; (2) the parties' respective obligations specified in Sections 13 and 14. If any action or proceeding is brought against any of the any Indemnified Party by reason of any such Claim, the Indemnifying Party shall, at the election of and upon written notice from the Indemnified Party, defend such action or proceeding by counsel reasonably acceptable to the Indemnified Party.

16. Extinguishment. Except as set forth in Section 21, if circumstances arise in the future that render the purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction.

17. Condemnation. Pursuant to Code of Civil Procedure section 1240.055, this Conservation Easement is "property appropriated to public use," as used in Article 6 (commencing with section 1240.510) and Article 7 (commencing with section 1240.610) of Chapter 3 of Title 7 of the Code of Civil Procedure. A person authorized to acquire property for public use by eminent domain shall seek to acquire the Property, if at all, *only* as provided in Code of Civil Procedure section 1240.055. County is a public entity that imposed conditions on approval of a Project that were satisfied, in whole or in part, by the creation of this Conservation Easement. If any person seeks to acquire the Property for public use, Grantee shall comply with all obligations of the holder of a conservation easement under Code of Civil Procedure section 1240.055. If the Conservation Easement is condemned, the net proceeds from the condemnation shall be used in compliance with Government Code section 65966(j).

18. Transfer of Easement. Commencing on the date that is six (6) months after the date this Conservation Easement is recorded, and for so long as this Conservation Easement is in full force and effect with no material breach of this Conservation Easement by Grantee, upon thirty (30) days prior written notice to Grantor, the Conservation Easement may be assigned or transferred by Grantee to another entity or organization authorized to acquire and hold conservation easements pursuant to Civil Code section 815.3 and Government Code section 65967 (and any successor or other provisions then applicable) or the laws of the United States. Grantee shall require the assignee to record the assignment in the in the Official Records of Santa Barbara County.

19. Transfer of Property. Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Property, other than an agricultural lease, that is for a term of no longer than five (5) years. Grantor agrees to give written notice to Grantee of the intent to transfer

any interest other than an agricultural lease described above, at least sixty (60) days prior to the date of such transfer. Grantee shall have the right to prevent subsequent transfers in which prospective subsequent claimants or transferees are not given notice of the terms, covenants, conditions and restrictions of this Conservation Easement. The failure of Grantor or Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way. The Transfer of Property that is the subject of this Section shall not include a mortgage or deed of trust obtained in good faith by Grantor, or Grantor's successor owner(s) of the Property.

20. Notices. Any notice, demand, request, consent, approval, or other communication that any party desires or is required to give to the other parties shall be in writing and be served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class United States mail, postage fully prepaid, and addressed as follows:

To Grantor: The Gerald and Sandra Scolari Revocable Trust
 1228 North First Place
 Lompoc, CA 93436
 Attention: Gerald and Sandra Scolari, Trustees

And

 The Rosabel V. Cameron Trust
 1308 West Walnut Avenue
 Lompoc, CA 93436
 Attention: Rosebel V. Cameron, Trustee

And

 The Leroy Scolari Trust
 423 North "G" Street
 Lompoc, CA 93436
 Attention: LeRoy Scolari, Trustee

Copy to: Strauss Wind Energy Project
 5901 Priestly Drive, Suite 300
 Carlsbad, CA 92008
 Attn: Daniel Duke

To Grantee: Real Property Division
 County of Santa Barbara
 General Services Department
 1105 Santa Barbara Street
 Second Floor, Courthouse East Wing
 Santa Barbara, CA 93101
 Attn: Carlo Achdjian, Real Property Manager
 (805) 568-3065
 cachdjian@countyofsb.org

Copy to: County of Santa Barbara
Planning & Development Department
123 E. Anapamu Street
Santa Barbara, CA 93101
Attn: Lisa Plowman, Director
(805) 568-2086
lpowman@countyofsb.org

or to such other address as each Party shall designate by written notice to the other parties. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class mail, three (3) days after deposit into the United States mail.

21. Amendment, Replacement and Termination. This Conservation Easement may be amended by Grantor and Grantee only by mutual written agreement. Any such amendment shall be consistent with the purposes of this Conservation Easement and California law governing conservation easements and shall not affect the duration of the Conservation Easement. Any such amendment shall be recorded in the Official Records of Santa Barbara County, and Grantee shall promptly provide a conformed copy of the recorded amendment to the Grantor. It is the parties' intent to record an additional or replacement conservation easement over the Easement Area in association with the development and operation of the Project within six months of the date of this Conservation Easement, as required by the California Endangered Species Act Incidental Take Permit No. 2081-2018-065-05 for the Project dated April 13, 2020. In the event Grantee determines that the additional or replacement conservation easement fully satisfies the purpose of this Conservation Easement and protects the Conservation Values and Grantor and Grantee agree to terminate this Conservation Easement upon the recordation of such additional or replacement conservation easement, then concurrent with such recordation, this Conservation Easement shall have no further force and effect and Grantee shall execute, acknowledge and record in the Official Records of Santa Barbara County an instrument vacating and abandoning this Conservation Easement.

22. Additional Provisions.

(a) Controlling Law and Venue. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of California, disregarding the conflicts of law principles of such state, and the venue for any arbitration, mediation, litigation, or other legal action to enforce or interpret the terms hereof shall be in the Superior Court for the County of Santa Barbara, Santa Maria Division.

(b) Liberal Construction. Despite any general rule of construction to the contrary, this Conservation Easement shall be liberally construed to accomplish the purposes of this Conservation Easement, the perpetuation of agriculture on the Property, and the policy and purpose of Civil Code section 815, *et seq.* If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement, such action shall not affect the remainder of this Conservation Easement. If a court of competent jurisdiction voids or invalidates the application of

any provision of this Conservation Easement to a person or circumstance, such action shall not affect the application of the provision to any other persons or circumstances.

(d) Entire Agreement. This Conservation Easement and exhibits hereto set forth the entire agreement of the parties with respect to the Conservation Easement and supersede all prior discussions, negotiations, understandings, or agreements of the parties relating to the Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with Section 21.

(e) No Forfeiture. Nothing contained in this Conservation Easement will result in a forfeiture or reversion of Grantor's title in any respect.

(f) Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties and their respective personal representatives, heirs, successors, and assigns and shall constitute a servitude running with the Property.

(g) Termination of Rights and Obligations. A Party's rights and obligations under this Conservation Easement terminate upon transfer of the Party's interest in the Conservation Easement or Property, except that liability for acts, omissions, or breaches occurring prior to transfer shall survive transfer.

(h) Captions. The captions in this Conservation Easement have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

(i) No Hazardous Materials Liability. Grantor represents and warrants to Grantee that it has no knowledge or notice of any Hazardous Materials (defined below) or underground storage tanks existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under, or from the Property, or transported to or from or affecting the Property. All references to "Property" in this Section 22 (i) include, but are not limited to, the Easement Area.

(1) Despite any contrary provision of this Conservation Easement, the parties do not intend this Conservation Easement to be, and this Conservation Easement shall not be, construed such that it creates in or gives to Grantee any of the following:

(A) The obligations or liability of an "owner" or "operator," as those terms are defined and used in Environmental Laws (defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. section 9601, *et seq.*; hereinafter, "CERCLA"); or

(B) The obligations or liabilities of a person described in 42 U.S.C. section 9607(a)(3) or (4); or

(C) The obligations of a responsible person under any applicable Environmental Laws; or

(D) The right or duty to investigate and remediate any Hazardous Materials associated with the Property; or

(E) Any control over Grantor's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.

(2) The term "Hazardous Materials" includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. section 6901, *et seq.*; hereinafter "RCRA"); the Hazardous Materials Transportation Act (49 U.S.C. section 5101, *et seq.*; hereinafter "HTA"); the Hazardous Waste Control Law (Health & Saf. Code section 25100, *et seq.*; hereinafter "HCL"); the Carpenter-Presley-Tanner Hazardous Substance Account Act (Health & Saf. Code section 25300, *et seq.*; hereinafter "HSA"), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable Environmental Laws now in effect or enacted after the date of this Conservation Easement.

(3) The term "Environmental Laws" includes, without limitation, CERCLA, RCRA, HTA, HCL, HSA, and any other federal, state, local or administrative agency statute, code, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials. Grantor represents, warrants and covenants to Grantee that activities upon and use of the Property by Grantor, its agents, employees, invitees and contractors will comply with all Environmental Laws.

(j) Warranty. Grantor represents and warrants that Grantor is the sole owner of fee simple title to the Property; that the Property is not subject to any other conservation easement; and there are no outstanding mortgages, liens, encumbrances or other interests in the Property (including, without limitation, water and mineral interests) that may conflict or are otherwise inconsistent with this Conservation Easement and which have not been expressly subordinated to this Conservation Easement by a written, recorded Subordination Agreement approved by Grantee.

(k) Additional Easements. Grantor shall not grant any additional easements, rights of way, or other interests in the Property that are incompatible with this Conservation Easement and its habitat conservation objectives (other than a lease, mortgage, deed of trust, or other security interest that is subordinated to this Conservation Easement), or grant, convey, transfer, abandon, or relinquish (each a "Transfer") any mineral, air, or water right, or any water associated with the Property other than as part of a lease, grant, conveyance, transfer, abandonment, or relinquishment of the entire Property, without first obtaining the written consent of Grantee. Grantee may withhold such consent solely if it demonstrates that the proposed interest or Transfer is inconsistent with the purposes of this Conservation Easement or may impair or interfere with the Conservation Values of the Easement Area. This section shall not limit the provisions of Sections 2(d) or 3(n), nor prohibit transfer of a fee or leasehold interest in the Property that is subject to this Conservation Easement and complies with Section 19. Grantor shall provide a certified copy of any recorded or unrecorded grant or Transfer document to Grantee.

(l) Recording. Grantee shall record this Conservation Easement in the Official Records of Santa Barbara County, and Grantee may re-record it at any time as it deems necessary to preserve its rights in this Conservation Easement.

(m) Exhibits. The following Exhibits referenced in this Conservation Easement are attached to and incorporated by reference in this Conservation Easement:

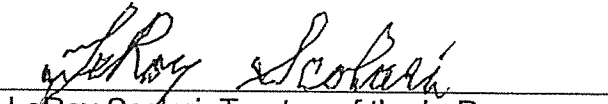
EXHIBIT A – Legal Description and Map of Property

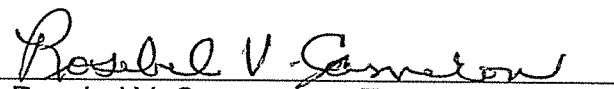
EXHIBIT B – Legal Description and Map of Easement Area

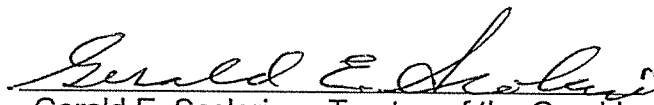
[SIGNATURES APPEAR ON FOLLOWING PAGES]

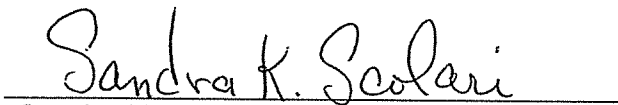
IN WITNESS WHEREOF Grantor has executed this Conservation Easement as of the day and year first above written.

GRANTOR:


LeRoy Scolari, Trustee of the LeRoy
Scolari Trust, dated December 21, 2018


Rosebel V. Cameron, as Trustee of the
Rosebel V. Cameron Trust, dated August
20, 2009


Gerald E. Scolari, as Trustee of the Gerald
and Sandra Scolari Revocable Trust,
dated December 29, 2001


Sandra K. Scolari, as Trustee of the
Gerald and Sandra Scolari Revocable
Trust, dated December 29, 2001

[SIGNATURE PAGE TO CONSERVATION EASEMENT #3/4-COUNTY]

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.

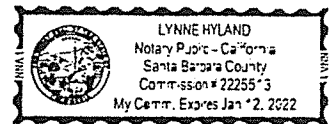
STATE OF CALIFORNIA)
COUNTY OF Santa Barbara)

On 4/18, 2020 before me, Lynne Hyland, Notary Public, personally appeared Le Roy Scolari, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: Lynne Hyland (seal)



[NOTARY PAGE TO CONSERVATION EASEMENT #3/4-COUNTY]

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.

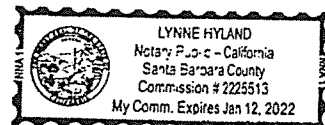
STATE OF CALIFORNIA)
COUNTY OF Santa Barbara)

On 4/18, 2020 before me, Lynne Hyland, Notary Public, personally appeared Rosebel V. Camerón, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature:  (seal)



[NOTARY PAGE TO CONSERVATION EASEMENT #3/4-COUNTY]

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 Santa Barbara)

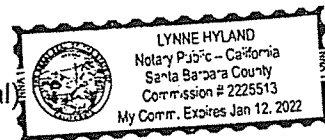
On 4/18, 2020 before me, Lynne Hyland, Notary Public, personally appeared Gerald E. Scatena, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: [Signature]

(seal)



[NOTARY PAGE TO CONSERVATION EASEMENT #3/4-COUNTY]

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 Santa Barbara)

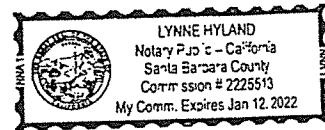
On 4/18, 2020 before me, Lynne Hyland, Notary Public, personally appeared Sandra K. Seider, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: Lynne Hyland

(seal)



[NOTARY PAGE TO CONSERVATION EASEMENT #3/4-COUNTY]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THE LAND SITUATED IN THE UNINCORPORATED AREA OF THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AND DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF THE SUBDIVISION OF THE RANCHOS LOMPOC AND MISSION VIEJA, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 1, PAGE 45 OF MAPS AND SURVEYS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

A. FARM LOT 143 OF SAID SUBDIVISION OF THE RANCHOS LOMPOC AND MISSION VIEJA.

B. FARM LOT 144 OF SAID SUBDIVISION OF THE RANCHOS LOMPOC AND MISSION VIEJA.

EXCEPTING THEREFROM THAT PORTION OF SAID LOT 144 LYING AND BEING NORTH AND WEST OF A LINE BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID LOT, 1392.60 FEET SOUTHEASTERLY FROM THE NORTHWESTERLY CORNER THEREOF;

THENCE EXTENDING NORTH 65° 33' 18" EAST 4705.36 FEET TO A POINT IN THE CENTER OF THE SAN MIGUELITO ROAD WHICH POINT IS THE SOUTHWESTERLY EXTREMITY OF THE LINE DIVIDING FARM LOTS 139 AND 140.

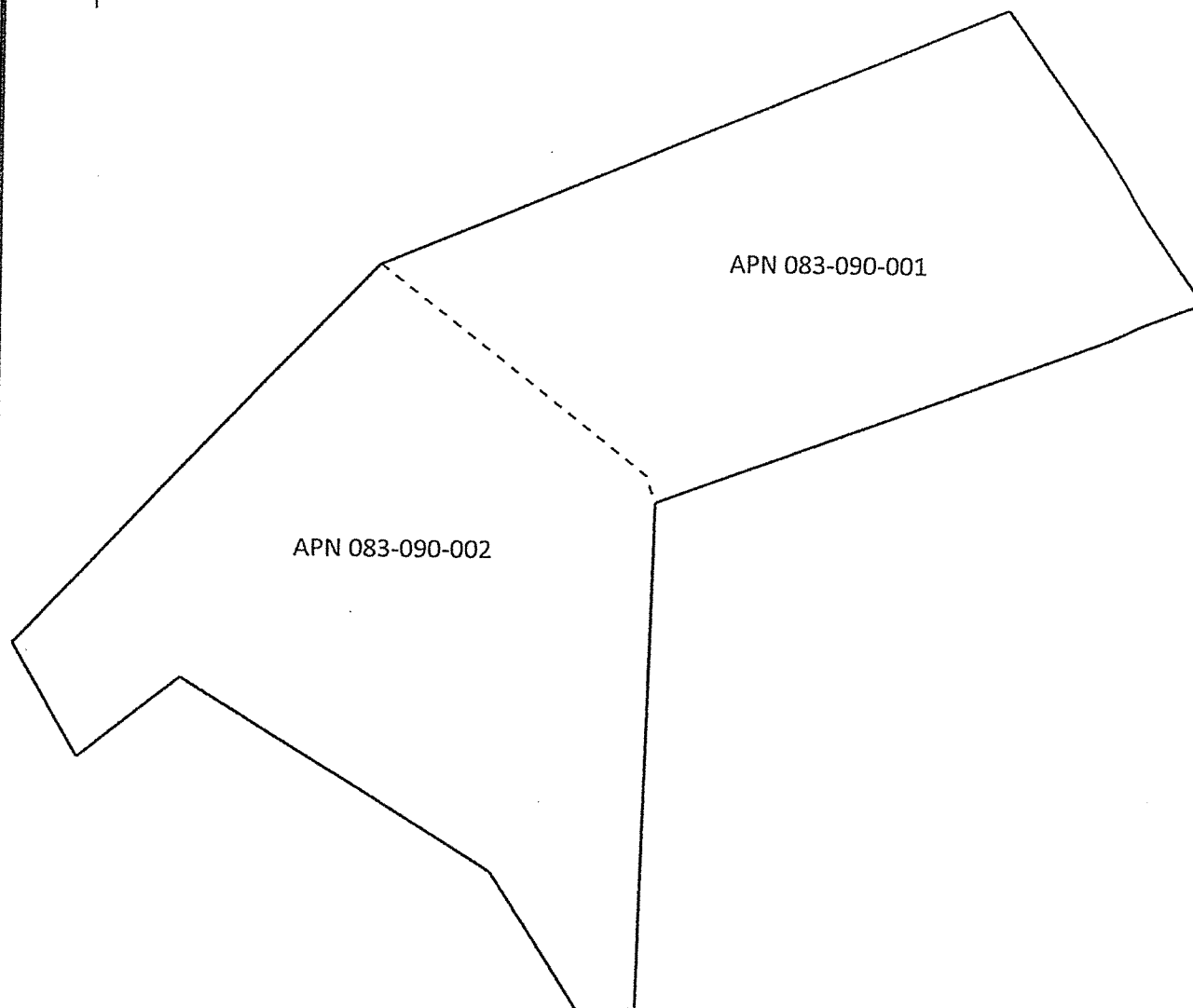
C. FARM LOT 146 OF SAID SUBDIVISION OF THE RANCHOS LOMPOC AND MISSION VIEJA.

EXCEPTING THEREFROM THAT PORTION OF SAID LOT 146 LYING NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE;

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF FARM LOT 144, 444.18 FEET NORTHWESTERLY FROM THE MOST SOUTHERLY CORNER OF SAID LOT 144;

THENCE SOUTHWESTERLY IN A DIRECT LINE TO A POINT ON THE SOUTHERLY LINE OF LOT 146, WHICH SAID POINT BEARS SOUTH 71° 0' EAST 1544.40 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT 146.

APN(s): 083-090-001; 083-090-002



APN 083-090-001 & APN 083-090-002

4/14/2020

Scale: 1 inch= 1149 feet

File:

Tract 1: 504.5850 Acres, Closure: n68.2837e 0.02 ft. (1/999999), Perimeter=24378 ft.

01 s35.1312e 2499.33
02 s69.3058w 4100.46
03 s01.2052w 3532.02
04 s88.3642w 408.24
05 n33.0802w 1135.38
06 n58.0936w 2520.88
07 s51.4058w 908

08 n30.1057w 914.91
09 n43.0424e 3654.37
10 n66.5848e 4704.42

EXHIBIT B
EASEMENT AREA

THE LAND SITUATED IN THE UNINCORPORATED AREA OF THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AND DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF THE SUBDIVISION OF THE RANCHOS LOMPOC AND MISSION VIEJA, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 1, PAGE 45 OF MAPS AND SURVEYS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

A. FARM LOT 143 OF SAID SUBDIVISION OF THE RANCHOS LOMPOC AND MISSION VIEJA.

B. FARM LOT 144 OF SAID SUBDIVISION OF THE RANCHOS LOMPOC AND MISSION VIEJA.

EXCEPTING THEREFROM THAT PORTION OF SAID LOT 144 LYING AND BEING NORTH AND WEST OF A LINE BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID LOT, 1392.60 FEET SOUTHEASTERLY FROM THE NORTHWESTERLY CORNER THEREOF;

THENCE EXTENDING NORTH 65° 33' 18" EAST 4705.36 FEET TO A POINT IN THE CENTER OF THE SAN MIGUELITO ROAD WHICH POINT IS THE SOUTHWESTERLY EXTREMITY OF THE LINE DIVIDING FARM LOTS 139 AND 140.

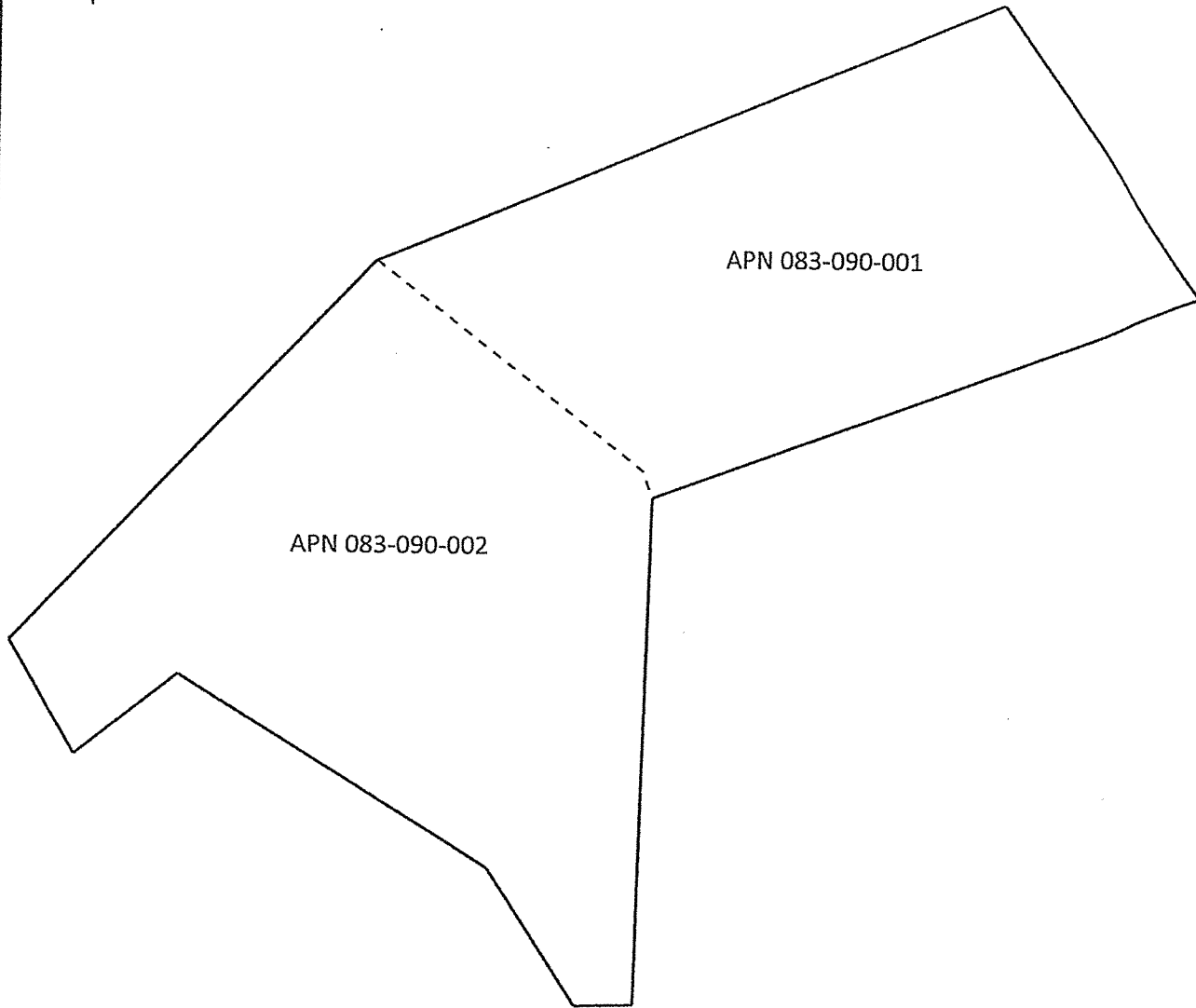
C. FARM LOT 146 OF SAID SUBDIVISION OF THE RANCHOS LOMPOC AND MISSION VIEJA.

EXCEPTING THEREFROM THAT PORTION OF SAID LOT 146 LYING NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE;

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF FARM LOT 144, 444.18 FEET NORTHWESTERLY FROM THE MOST SOUTHERLY CORNER OF SAID LOT 144;

THENCE SOUTHWESTERLY IN A DIRECT LINE TO A POINT ON THE SOUTHERLY LINE OF LOT 146, WHICH SAID POINT BEARS SOUTH 71° 0' EAST 1544.40 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT 146.

APN(s): 083-090-001; 083-090-002



APN 083-090-001 & APN 083-090-002

4/14/2020

Scale: 1 inch= 1149 feet

File:

Tract 1: 504.5850 Acres, Closure: n68.2837e 0.02 ft. (1/999999), Perimeter=24378 ft.

01 s35.1312e 2499.33
02 s69.3058w 4100.46
03 s01.2052w 3532.02
04 s88.3642w 408.24
05 n33.0802w 1135.38
06 n58.0936w 2520.88
07 s51.4058w 908

08 n30.1057w 914.91
09 n43.0424e 3654.37
10 n66.5848e 4704.42

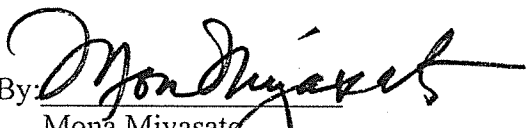
CERTIFICATE OF ACCEPTANCE

STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA

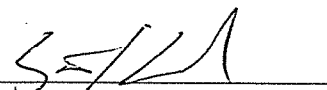
THIS IS TO CERTIFY that the interest in real property conveyed by the Conservation Easement Deed, dated April 18, 2020, from LEROY SCOLARI, as Trustee of the LeRoy Scolari Trust dated December 21, 2018, as to an undivided 1/3 interest; GERALD E. SCOLARI AND SANDRA K. SCOLARI, as Trustees of the Gerald and Sandra Scolari Revocable Trust, dated December 29, 2001, as to an undivided 1/3 interest and ROSEBEL V. CAMERON, as Trustee of the Rosebel V. Cameron Trust, as to an undivided 1/3 interest, to the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, is hereby accepted by Order of the Board of Supervisors on April 21, 2020, and the County of Santa Barbara consents to recordation thereof by its duly authorized officer.

WITNESS my hand and official seal

this 27 day of April 2020

By: 
Mona Miyasato
County Executive Officer
Clerk of the Board

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 
Scott Greenwood
Deputy County Counsel

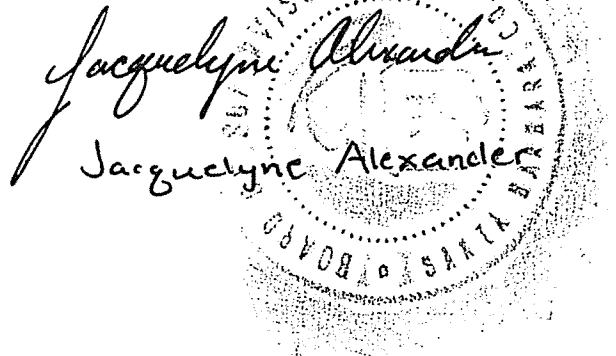


EXHIBIT B

Amended and Restated Conservation Easement

[Attached.]

RECORDING REQUESTED BY AND)
WHEN RECORDED MAIL TO:)

The Land Trust for Santa Barbara County)
P.O. Box 91830)
Santa Barbara, California 93190-1830)

WITH A COPY TO:)

State of California)
Department of Fish and Wildlife)
Habitat Conservation Planning Branch)
P.O. Box 944209)
Sacramento, CA 94244-2090)
Attn: Sr. Land Agent)

and)

The Leroy Scolari Trust)
423 North "G" Street)
Lompoc, CA 93436)
Attn: Leroy Scolari, Trustee)

No Fee per Cal. Gov. Code Section 6103

Space Above Line for Recorder's Use Only

APN(s): 083-090-001

EXEMPT FROM THE BUILDING HOMES AND JOBS ACT FEE PER GC 27388.1(A)(2)(D); THIS DOCUMENT IS BEING RECORDED BY THE STATE, A COUNTY, MUNICIPALITY OR OTHER POLITICAL SUBDIVISION OF THE STATE

THIS INSTRUMENT IS EXEMPT FROM RECORDING FEES (GOVT. CODE § 27383) AND DOCUMENTARY TRANSFER TAX (REV. & TAX. CODE § 11922)

AMENDED AND RESTATED CONSERVATION EASEMENT DEED

(Including Third-Party Beneficiaries)

THIS AMENDED AND RESTATED CONSERVATION EASEMENT DEED ("Conservation Easement" or "Amended and Restated Conservation Easement") is made as of _____, 2021, by LeROY SCOLARI, as Trustee of the LeRoy Scolari Trust dated December 21, 2018, as to an undivided 1/3 interest; GERALD E. SCOLARI AND SANDRA K. SCOLARI, as Trustees of the Gerald and Sandra Scolari Revocable Trust dated December 29, 2001, as to an undivided 1/3 interest; and ROSEBEL V. CAMERON, as Trustee of the Rosebel V. Cameron Trust dated August 20, 2009, as to an undivided 1/3 interest (together, "Grantor"), in favor of the COUNTY OF SANTA BARBARA, a political subdivision of the State of California ("County"), and THE LAND TRUST FOR SANTA BARBARA COUNTY, a California nonprofit public benefit corporation ("Land Trust" and, together with County, "Grantee"), with reference to the following facts:

RECITALS

A. Grantor is the sole owner in fee simple of certain real property containing approximately 233 acres of land, located in the County of Santa Barbara ("County"), State of California, designated Assessor's Parcel Number 083-090-001 ("Property") and certain real property containing approximately 271 acres of land, located in the County, State of California, designated Assessor's Parcel Number 083-090-002 ("Adjacent Property"). All references to "Grantor" herein shall include Grantor's heirs, successors, and assigns, and all future owners of the Property. The Property is legally described in Exhibit A-1 and depicted on Exhibit B. The Conservation Easement over the Property is being conveyed in association with development and operation of the Strauss Wind Energy Project ("Project").

B. On or about April 17, 2020, Grantor and County entered into a Conservation Easement Deed (the "Original Conservation Easement"), recorded on April 27, 2020, as Instrument Number 2020-0020704, in the Official Records of Santa Barbara County, California. The Original Conservation Easement encumbers the Property and the Adjacent Property. Concurrently herewith, Grantor is granting an amended and restated conservation easement deed to Grantee over the Adjacent Property (the "Companion Conservation Easement").

C. Section 21 of the Original Conservation Easement stated, "It is the parties' intent to record an additional or replacement conservation easement over the Easement Area in association with the development and operation of the Project within six months of the date of this [Original] Conservation Easement, as required by the California Endangered Species Act Incidental Take Permit No. 2081-2018-065-05 for the Project dated April 13, 2020. In the event [County] determines that the additional or replacement conservation easement fully satisfies the purpose of this [Original] Conservation Easement and protects the Conservation Values and Grantor and [County] agree to terminate this Conservation Easement upon the recordation of such additional or replacement conservation easement, then concurrent with such recordation, this [Original] Conservation Easement shall have no further force and effect and [County] shall execute, acknowledge and record in the Official Records of Santa Barbara County an instrument vacating and abandoning this [Original] Conservation Easement.

D. County has determined that the terms of this Amended and Restated Conservation Easement and the Companion Conservation Easement together fully satisfy the purpose of the Original Conservation Easement and protect the conservation values as set forth in the Original Conservation Easement. This Amended and Restated Conservation Easement incorporates additional terms to enhance the protection of those conservation values, and, as a condition of certain environmental approvals, will be recorded concurrently with several other conservation easements on adjacent parcels that collectively will provide much greater overall conservation benefit for the conservation values of the Original Conservation Easement. The Property and the Adjacent Property together encompass the entirety of the Easement Area protected by the Original Conservation Easement.

E. Section 18 of the Original Conservation Easement placed certain limitations on County's ability to assign the Original Conservation Easement. Grantor and County acknowledge and agree and that County may assign this Amended and Restated Conservation Easement to Land Trust pursuant to the terms of Section 18 of this Amended and Restated Conservation Easement at any time following the recordation of this Amended and Restated Conservation Easement in the Official Records of Santa Barbara County.

F. Grantor and County therefore now wish to amend and restate the Original Conservation Easement to (i) incorporate additional terms and provisions to enhance the protection of the Property's significant environmental attributes; (ii) further satisfy certain mitigation requirements associated with the Project; (iii) effectuate the intent of Section 21 of the Original Conservation Easement; and (iv) add Land Trust as a co-Grantee.

G. County and Grantor have therefore agreed to enter into this Amended and Restated Conservation Easement pursuant to the terms of the Original Conservation Easement. As contemplated in Section 21 of the Original Conservation Easement, Grantor and Grantee intend for this Amended and Restated Conservation Easement together with the Companion Conservation Easement to amend and restate in its entirety, and supersede and replace, the Original Conservation Easement.

H. The Property is in a predominantly unimproved natural condition and possesses wildlife and habitat, scenic, and open-space values of great importance to Grantee, the California Department of Fish and Wildlife ("CDFW"), the people of the State of California, the United States Fish and Wildlife Service ("USFWS"), the people of the United States, and the County. In particular, the Property provides or has the potential to provide high-quality habitat for Gaviota tarplant (*Deinandra increscens* ssp. *villosa*), Kellogg's Horkelia (*Horkelia cuneata* var. *sericea*), native grasslands, oak tree habitat (including oak nurture mitigation), Black-Flowered Figwort, and Ocellated Humboldt Lily (collectively, the "Protected Species"), as further described in that certain management plan for the Property approved by Grantee, CDFW, USFWS, and the County, entitled "*Gaviota Tarplant Mitigation Monitoring and Long-Term Management Plan for the Strauss Wind Energy Project*" ("Management Plan"). The Property also provides habitat required by County's Project conditions of approval, referenced in Recital J below, for implementation of a Site Restoration and Revegetation Plan (Condition 11) and Tree Replacement Plan (Condition 13). Individually and collectively, these wildlife and habitat (including, but not limited to, the Protected Species), scenic, and open-space values comprise the "Conservation Values" of the Property.

I. A final copy of the approved Management Plan, and any amendments thereto approved by Grantor, Grantee, CDFW, USFWS, and the County, shall be kept on file at the respective offices of Grantee, CDFW, USFWS, and the County. If Grantor requires an official copy of the Management Plan, it should request a copy from Grantee, CDFW, USFWS, or the County at the address for notices listed in Section 21 of this Conservation Easement. The Management Plan may be amended without amending this Conservation Easement. The Management Plan shall not replace, modify, or amend any of the terms, covenants, or conditions of this Conservation Easement. Except as expressly set forth in this Conservation Easement, in the event of any inconsistencies between the Conservation Easement and the Management Plan, the Conservation Easement shall govern. The Management Plan, as amended from time to time, is incorporated by this reference into this Conservation Easement as if fully set forth herein.

J. A Technical Advisory Committee ("TAC") has been established to oversee and make recommendations regarding monitoring and managing the Gaviota tarplant on the Property as part of the minimization and mitigation measures for the Project. The TAC includes members from land management organizations (e.g., Grantee and the preserve manager(s) of the Property), resource agencies, and scientific experts with expert knowledge of Gaviota tarplant, and will provide recommendations to CDFW, Grantor, and Grantee with regard to habitat enhancement and management activities on the Property.

K. Grantee is authorized to hold conservation easements pursuant to California Civil Code section 815.3. Land Trust is a tax-exempt nonprofit organization, qualified under sections 501(c)(3) and 170(h) of the Internal Revenue Code and section 23701d of the California Revenue and Taxation Code, qualified to do business in California and whose primary purpose is the preservation and protection or enhancement of land in its natural, habitat, scenic, historical, agricultural, forested, or open-space condition or use. County is a subdivision of the State of California.

L. CDFW has jurisdiction, pursuant to California Fish and Game Code section 1802, over the conservation, protection, and management of fish, wildlife, native plants and the habitat necessary for biologically sustainable populations of those species, and CDFW is authorized to hold conservation easements for these purposes pursuant to California Civil Code section 815.3, California Fish and Game Code section 1348, and other provisions of California law.

M. USFWS, an agency within the United States Department of the Interior, has jurisdiction over the conservation, protection, restoration, and management of fish, wildlife, native plants, and the habitat necessary for biologically sustainable populations of these species within the United State pursuant to the federal Endangered Species Act, 16 U.S.C. section 1531 *et seq.*, the Fish and Wildlife Coordination Act, 16 U.S.C. sections 661-666c, the Fish and Wildlife Act of 1956, 16 U.S.C. section 742(f) *et seq.*, and other provisions of federal law.

N. The County has land-use jurisdiction with respect to the Property and regarding the Permit conditions imposed upon the Project.

O. Grantor and Grantee acknowledge that CDFW, USFWS, and the County (in the event and at such time that County is no longer a co-Grantee of this Conservation Easement) are each a third-party beneficiary (each, a “Third-Party Beneficiary” and, collectively, the “Third-Party Beneficiaries”) of this Conservation Easement with the right of access to the Property and the right to enforce all of the obligations of Grantor including, but not limited to, Grantor’s obligations under Section 4, and all other rights and remedies of Grantee under this Conservation Easement.

P. This Conservation Easement provides mitigation for certain impacts of the Project, pursuant to California Endangered Species Act Incidental Take Permit No. 2081-2018-065-05, issued to Strauss Wind LLC, dated April 13, 2020, as amended; the Biological Opinion File No. SPL-2018-00819-CLH, dated April 2, 2020; and County Conditional Use Permit No. 16CUP-00000-00031 and County Variance No. 18VAR-00000-00002, including conditions of approval thereto (collectively, the “Permits”).

Q. This Conservation Easement is one of eight (8) conservation easements being recorded on the Property and adjacent and nearby properties to satisfy conditions of the Permits, encumbering a total of approximately 2,731 acres. The entirety of the eight properties is defined as the “Project Area”. Within the Project Area, the parties have identified a “Core Conservation Area”, representing known occupied habitat of Protected Species as of recordation of this Conservation Easement, restoration areas, and buffers. Areas outside of the Core Conservation Area, but within the Project Area, are defined as “Additional Conservation Lands.” The portions of the Property comprising the Core Conservation Area and Additional Conservation Lands are depicted in Exhibit D-1. The footprint of the Project, to the extent it is authorized by the Permits to occur on the Property, is also depicted in Exhibit D-1. Within the Property, this Conservation Easement also recognizes one (1) Existing Homestead and one (1) potential Future Homestead

(each as defined below in Exhibit D). The locations of the existing uses are depicted in Exhibit B and legally described in Exhibit A-2. Existing Homesteads and Future Homesteads that are approved in the future are collectively referred to herein as "Homesteads".

R. The current condition of the Property and the Conservation Values are further documented in a baseline conditions report, prepared by Grantee in cooperation with Grantor ("Baseline Report") and approved in advance in writing by the Third-Party Beneficiaries, which is incorporated herein by this reference. A copy of the Baseline Report will be provided to Grantor and a copy of the Baseline Report will be kept on file at the office of Grantee and consists of descriptions, maps, and other documentation that the parties certify provides, collectively, an accurate representation of the Property at the time of the execution of this Conservation Easement. The Baseline Report is intended to serve as an objective, though not exclusive, information baseline for monitoring compliance with the terms of this Conservation Easement. The parties agree that, in the event a controversy arises with respect to the condition of the Property or a particular Conservation Value, the parties shall not be foreclosed from utilizing any other relevant document, survey, or report to assist in the resolution of the controversy. Notwithstanding the foregoing, nothing contained in the Baseline Report or this recital shall be construed as limiting Grantee's enforcement rights as provided in this Conservation Easement.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to California law, including California Civil Code section 815 *et seq.*, Grantor hereby voluntarily grants and conveys to Grantee, and Grantee hereby accepts, a conservation easement in perpetuity over the Property.

1. Purposes. The purposes of this Conservation Easement are to ensure that the Property will be retained forever in its predominantly natural, restored, or enhanced condition and to prevent any use of the Property that will impair or interfere with the Conservation Values of the Property. Grantor intends that this Conservation Easement will confine the use of the Property to activities that are consistent with such purposes, including, without limitation, those involving the preservation, restoration, and enhancement of native species and their habitats. In addition, to the extent it furthers and does not diminish the Conservation Values, the parties intend that the Conservation Easement purposes will be achieved through sustaining and protecting the Property's agricultural value with the continuation of habitat-friendly grazing and farming on the Property, as described in the Permits, this Conservation Easement, and, to the extent it is not inconsistent, the Management Plan.

2. Grantee's Rights. To accomplish the purposes of this Conservation Easement, Grantor hereby grants and conveys the following rights to Grantee and to the Third-Party Beneficiaries of this Conservation Easement:

(a) To preserve and protect the Conservation Values of the Property;

(b) To enter the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement and for scientific research and interpretive purposes by Grantee and the Third-Party Beneficiaries, provided that neither Grantee nor the Third-Party Beneficiaries shall unreasonably interfere with Grantor's quiet enjoyment and allowable uses of the Property as specified herein. This right of entry extends to

Grantee's and the Third-Party Beneficiaries' designated agents and representatives, including but not limited to professional consultants and technical advisors selected by Grantee or the Third-Party Beneficiaries to participate in monitoring activities; provided that anyone entering the Property at the express direction of Grantee or the Third-Party Beneficiaries other than an employee of Grantee or an employee or agent of a Third-Party Beneficiary, prior to entry onto the Property, must execute and deliver to Grantor a hold harmless agreement in the form of Exhibit C. Whenever feasible, and except in cases where Grantee has a reasonable belief that immediate entry is necessary to investigate, prevent, or mitigate a violation or potential violation of this Conservation Easement, Grantee or the Third-Party Beneficiaries will provide reasonable notice to Grantor prior to accessing the Property. Grantee shall forward to Grantor a copy of any monitoring reports and the exhibits to report(s) regarding the Property at the same time they are submitted to meet reporting obligations under the Management Plan;

(c) To prevent any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement and to require the restoration of any areas or features of the Property that may be damaged by any act, failure to act, or any use or activity that is inconsistent with the purposes of this Conservation Easement;

(d) To require that all mineral, air, and water rights as Grantee or the Third-Party Beneficiaries deem necessary to preserve, protect, and sustain the biological resources and Conservation Values of the Property shall remain a part of and be put to beneficial use upon the Property or, if necessary for the preservation, restoration, or enhancement of the Protected Species, upon any of the other properties comprising the Project Area, consistent with the purposes of this Conservation Easement; and

(e) All present and future development rights appurtenant to, allocated, implied, reserved or inherent in the Property (other than those explicitly reserved by Grantor in this Conservation Easement) are hereby terminated and extinguished, and such rights may not be used on or transferred to any portion of the Property, nor any other property adjacent or otherwise.

3. Prohibited Uses. Any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following uses and activities by Grantor, Grantor's agents, and third parties are expressly prohibited, except as otherwise expressly provided in Section 5 below or Exhibit D:

(a) Unseasonable watering, use of chemical fertilizers, pesticides, biocides, herbicides, rodenticides, fungicides or other agents, or weed abatement activities (other than invasive species removal as provided in Section 3(l) below), except as expressly provided in the Management Plan; incompatible fire protection activities; and any and all other activities and uses that may adversely affect the Conservation Values of the Property or otherwise interfere with the purposes of this Conservation Easement;

(b) Use of off-road vehicles and use of any other motorized vehicles, except on roadways or as reasonably necessary to undertake allowed agricultural uses and as expressly provided in the Management Plan, provided that such motorized vehicle use shall not have any adverse impact on the Conservation Values and, in particular, the preservation, restoration, or enhancement of the Protected Species;

(c) Agricultural activity of any kind, except livestock grazing as expressly provided in the Management Plan, in a manner that is consistent with the Conservation Values and, additionally, if undertaken within the Core Conservation Area, is undertaken for the purposes of preservation, restoration, or enhancement of the Protected Species;

(d) Recreational activities, including, but not limited to, horseback riding, biking, hiking, hunting, fishing, and target practice, except as expressly approved in the Additional Conservation Lands and Homesteads (as provided in Section 5 and Exhibit D), and those conducted by Grantor and Grantor's family members and non-commercial guests, and provided that, as conducted, said activities shall be consistent with the purposes of this Conservation Easement, shall not have any adverse impact on the Conservation Values and, in particular, the preservation, restoration, or enhancement of the Protected Species, and shall be carried out as described in the Management Plan and Exhibit D, if applicable, and in a manner consistent with all applicable laws;

(e) Commercial, industrial, institutional, or residential structures or uses, except within the Additional Conservation Lands and within designated Homesteads as expressly provided in Section 5, Exhibit D, and as may be further described in the Management Plan;

(f) Any legal or de facto division, subdivision, or partitioning of the Property, including a request for a certificate of compliance pursuant to the Subdivision Map Act (Cal. Gov. Code section 66499.35), except for any such certificate of compliance that is required to carry out any expressly allowable activity within a designated approved Homestead as provided herein. Notwithstanding the foregoing, no portion of the Property, or parcel(s) comprising the Property, shall be sold separately from the Property as a whole;

(g) Construction, reconstruction, expansion, location, relocation, installation, or placement of any building, billboard or sign (other than directional and address signage), or any other structure or improvement of any kind, except as expressly provided in Section 5, Exhibit D, or in the Management Plan;

(h) Depositing or accumulating soil, trash, ashes, refuse, waste, bio-solids, or any other materials outside of a designated Homestead or Farm Storage Area as expressly provided in Exhibit D or in the Management Plan;

(i) Planting, introduction, or dispersion of non-native plant species, except as expressly provided in Exhibit D or in the Management Plan, or planting, introduction, or dispersion of exotic invasive plant or animal species;

(j) Filling, dumping, excavating, draining, dredging, mining, drilling, removing, or exploring for or extracting minerals, loam, soil, sands, gravel, rocks or other material on or below the surface of the Property, or granting or authorizing surface entry for any such purpose;

(k) Altering the surface or general topography of the Property, including building roads or trails or paving or otherwise covering any portion of the Property, except within a designated Homestead and within the Additional Conservation Lands for the purpose of providing access to a Future Homestead and as expressly provided in Section 5 and Exhibit D, or in the Management Plan;

(l) Removing, disturbing, altering, destroying, or cutting of trees, shrubs, or other vegetation, except as required by law and as expressly provided herein and in the Management Plan and with Grantee's and the Third-Party Beneficiaries' prior written approval, (1) for safety reasons; (2) to protect the integrity of structures and their water lines, power lines, and telephone lines; (3) for fire breaks (4) for maintenance of existing foot trails or roads; (5) to prevent or treat disease; or (6) to remove Eucalyptus trees or other non-native invasive trees, shrubs, or vegetation, and willows around springs as expressly provided in the Management Plan, all in accordance with all applicable laws and permitting requirements;

(m) Manipulating, impounding or altering any natural water course, body of water or water circulation on the Property, except as expressly provided in the Management Plan for the purposes of this Conservation Easement and, in particular, the preservation, restoration, or enhancement of the Protected Species or to implement the Project's wetlands mitigation requirements as expressly provided in the Management Plan; and activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or subsurface waters;

(n) Without the prior written consent of Grantee and the Third-Party Beneficiaries, which Grantee and the Third-Party Beneficiaries may withhold, Grantor shall not separate ownership of the mineral, air, or water rights within the Property by transfer, encumbrance, sale, lease, or otherwise; change the place or purpose of use of the water rights; abandon or allow the abandonment of, by action or inaction, any water or water rights, ditch or ditch rights, spring rights, reservoir or storage rights, wells, ground water rights, or other rights in and to the use of water historically used on or otherwise appurtenant to the Property, including but not limited to: (1) riparian water rights; (2) appropriative water rights; (3) rights to waters which are secured under contract with any irrigation or water district, to the extent such waters are customarily applied to the Property; and (4) any water from wells that are in existence or may be constructed in the future on the Property. Notwithstanding the foregoing, consistent with historical practices, as described in the Baseline Report, Grantor may export or import such amount of water as is reasonably necessary for allowable residential or agricultural uses to or from the neighboring parcels within the Project Area as described in the Baseline Report; and

(o) Any activity or use that may violate or fail to comply with relevant federal, state, or local laws, regulations, or policies applicable to Grantor, the Property, or the activity or use in question.

4. Grantor's Duties. Grantor shall undertake all reasonable actions (including but not limited to installing no-trespassing signs and fences, as necessary) to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Conservation Values of the Property. In addition, Grantor shall notify Grantee of trespassers of whom Grantor is actually aware and may coordinate with Grantee to cause removal of such trespassers. In addition, Grantor shall undertake all necessary actions to perfect the rights of Grantee and the Third-Party Beneficiaries under Section 2 of this Conservation Easement. Whenever approval of Grantee (and CDFW, USFWS, and/or the Third-Party Beneficiaries, if applicable) is required to be obtained by Grantor hereunder or under the terms of the Management Plan, Grantor shall notify Grantee in writing (and, if applicable, obtain Grantee's (and CDFW's and USFWS's and/or the Third-Party Beneficiaries', if applicable) approval) pursuant to the approval process provided in Section 5(b) below.

5. Grantor's Reserved Rights.

(a) Reserved Rights. Grantor reserves all rights accruing from its ownership of the Property that are not expressly prohibited or limited by, and are consistent with the purposes of, this Conservation Easement. Without limiting the generality of the foregoing, certain residential and agricultural uses and activities are expressly allowable, as and to the extent provided in Exhibit D and/or in the Management Plan, as applicable, and to the extent consistent with the purposes of this Conservation Easement and as approved by Grantee, CDFW, and USFWS as and where expressly provided herein.

(b) Allowable Uses and Landowner Workplan Development and Approval. Specific uses or activities otherwise prohibited by Section 3 of this Conservation Easement may be necessary to implement management activities for Protected Species' preservation, restoration, or enhancement or may be allowable in the Additional Conservation Lands and/or Existing Homestead if conducted in a manner not inconsistent with the purposes of this Conservation Easement as further provided in the next paragraph. The Management Plan establishes a process for the preparation, review, and approval of landowner workplans as part of overall land management planning for activities to further the preservation, restoration, or enhancement of the Protected Species. Within the Core Conservation Area (i.e., outside of the boundaries of the Additional Conservation Lands or Existing Homestead), no exceptions from the prohibited uses in Section 3 are allowable or reserved under this Section 5 unless necessary for the preservation, restoration, or enhancement of the Protected Species. The landowner workplan review and approval process shall occur at least once per year or on a semi-annual basis during the initial years after recordation of this Conservation Easement as contemplated in the Management Plan unless Grantor elects not to submit a landowner workplan in any given year.

As further described in Exhibit D, and within the specifically defined locations shown and described, respectively, in Exhibit B and Exhibit A-2, Grantor may conduct certain residential and agricultural activities, consistent with those existing at the time of the recording of this Conservation Easement and identified in the Baseline Report and *de minimis* modifications to activities that are consistent with the Conservation Values and the terms of this Conservation Easement, within the Existing Homestead on the Property. In the future, Grantor may propose certain modified uses within the Existing Homestead or, within the Additional Conservation Lands, may propose certain activities within a potential Future Homestead. Other specified uses detailed in Exhibit D may be allowable within the Additional Conservation Lands, and Grantor may propose certain modified uses of certain existing structures or improvements (Exhibit D) within the Core Conservation Area. All such proposals to initiate or modify uses (other than *de minimis* modifications to activities in an approved Homestead that are consistent with the Conservation Values) shall be set forth in detail as part of the landowner workplan review and approval process. Grantor shall describe the nature, scope, design, location, square footage (if applicable), and any other material aspect of the proposed activity (including, if appropriate, sketch plans or scaled drawings of the site(s) of the proposed activity) in reasonably sufficient detail to permit Grantee, the TAC, CDFW, and USFWS to evaluate such activity and to make an informed judgment as to its consistency with the terms of this Conservation Easement. The proposal shall include details related to temporary and permanent access, utility infrastructure, water supplies, and any other information regarding the proposal's potential to affect the Conservation Values and the Protected Species, and shall also include information evidencing the conformity of such activity with the requirements of the applicable section, if any, under which approval is requested hereunder. No proposal shall be presented to CDFW and USFWS for their approval unless the TAC affirmatively

recommends that the activity can be implemented consistently with the purposes of this Conservation Easement and the Conservation Values. Within the Additional Conservation Lands, Grantee, CDFW, or USFWS may disapprove of a proposal only if it determines that the proposal could undermine the preservation, restoration, or enhancement of Gaviota tarplant within the Core Conservation Area; could preclude expansion of Gaviota tarplant within the Project Area; or if such proposed activity is otherwise prohibited by the terms of this Conservation Easement. Grantee, CDFW, and USFWS, in coordination with the TAC and Grantor, may identify modifications to Grantor's proposal that would enable their approval. If the proposal, including any mutually agreeable modifications, is approved by Grantee, CDFW, and USFWS as a part of the landowner workplan process, the proposed activity will be allowable for purposes of this Conservation Easement.

In the event of an emergency posing or creating immediate threat to human health or safety, property damage, or damage to the Property or the Conservation Values, such that proposal review and approval through the landowner workplan process is not possible, Grantor may conduct prudent actions to prevent, abate, or mitigate the emergency condition. Following immediate actions to prevent, abate, or mitigate an emergency condition, at their discretion and to the extent consistent with the emergency condition and responsive action proposed by Grantor, the Conservation Values, and the purposes of this Conservation Easement, Grantee, CDFW, and USFWS may provide prior written approval of additional emergency response actions in advance of the landowner workplan review and approval process.

For purposes of this Section 5(b), Grantor shall be responsible for communicating with Grantee, and Grantee shall coordinate with USFWS and CDFW and, if expressly required by this Conservation Easement or otherwise in Grantee's reasonable discretion, the TAC prior to the commencement of any activity that may potentially adversely impact the Conservation Values and, in particular, the Protected Species, to ensure best management practices are used to eliminate or minimize potential impacts.

(c) The Project. Construction, repair, maintenance, and operation of the Project, limited to roads, pads, wind turbines, substation, electrical lines, operations and maintenance building, and other facilities related to the Project, and the replacement of such features, is allowable, but only as and to the extent expressly authorized by the Permits or any amended Permits, and consistent with all applicable laws.

6. Grantee's Remedies.

(a) CDFW, USFWS, and the County, each as a Third-Party Beneficiary of this Conservation Easement, shall have the same rights and remedies as Grantee under this Section 6. If Grantee determines that a violation of the terms of this Conservation Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation and demand in writing the cure of such violation ("Notice of Violation"). At the time of giving any such notice, Grantee shall give a copy of the notice to each Third-Party Beneficiary (or, if a Third-Party Beneficiary gives a Notice of Violation, it shall also give a copy of the notice to Grantee and the other Third-Party Beneficiaries, as applicable). Notice shall be provided in accordance with Section 21 of this Conservation Easement.

(b) If Grantor fails to cure the violation within fifteen (15) days after receipt of the Notice of Violation, or if the cure reasonably requires more than fifteen (15) days to complete

and Grantor fails to begin the cure within the fifteen (15)-day period or fails to continue diligently to complete the cure, Grantee may bring an action at law or in equity in a court of competent jurisdiction for any or all of the following: to recover any damages to which Grantee may be entitled for violation of the terms of this Conservation Easement or for any injury to the Conservation Values of the Property; to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies; to pursue any other legal or equitable relief, including, but not limited to, the restoration of the Property to the condition in which it existed prior to any such violation or injury; or to otherwise enforce this Conservation Easement. Without limiting the liability of Grantor, Grantee may apply any damages recovered to the cost of undertaking any corrective action on the Property.

(c) If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate injury to the Conservation Values of the Property, Grantee may pursue its remedies under this Conservation Easement without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this section apply equally to actual or threatened violations of the terms of this Conservation Easement.

(d) Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to the remedies set forth in California Civil Code section 815 *et seq.*

(e) If at any time in the future Grantor or any subsequent transferee uses or threatens to use the Property for purposes inconsistent with this Conservation Easement then, despite the provisions of California Civil Code section 815.7, the California Attorney General, and any person and any entity with a justiciable interest in the preservation of this Conservation Easement, have standing as an interested party in any proceeding affecting this Conservation Easement.

7. Costs of Enforcement. Grantor shall bear all costs incurred by Grantee or a Third-Party Beneficiary, where Grantee or the Third-Party Beneficiary is a prevailing party, in enforcing the terms of this Conservation Easement against Grantor. These costs include, but are not limited to, costs of suit and attorneys' and experts' fees and any costs of restoration necessitated by Grantor's negligence or breach of this Conservation Easement.

8. Discretion of Grantee and the Third-Party Beneficiaries. Enforcement of the terms of this Conservation Easement by Grantee or the Third-Party Beneficiaries shall be at the discretion of the enforcing party, and any forbearance by Grantee or the Third-Party Beneficiaries to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement shall not be deemed or construed to be a waiver by Grantee or the Third-Party Beneficiaries of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any rights of Grantee or the Third-Party Beneficiaries under this Conservation Easement. No delay or omission by Grantee or the Third-Party Beneficiaries in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

9. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee or the Third-Party Beneficiaries to bring any action against Grantor for any injury to or change in the Property resulting from (i) any natural cause beyond Grantor's control, including, without limitation, fire not caused by Grantor, flood, storm, and earth movement, or any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes; or (ii) acts by Grantee or its employees or agents, CDFW or its employees or agents, USFWS or its employees or agents, or the County or its employees or agents.

10. Third-Party Beneficiaries' Right of Enforcement. All rights and remedies conveyed to Grantee under this Conservation Easement shall extend to and are enforceable by the Third-Party Beneficiaries. These enforcement rights are in addition to, and do not limit, the rights of enforcement under the Permits or the Management Plan.

11. Fence Installation and Maintenance. Grantee may install, monitor, and maintain in good and safe condition a fence reasonably satisfactory to Grantor and CDFW within the Property in accordance with the Management Plan to protect certain Conservation Values. All fencing installed and maintained by Grantee shall be safe for livestock and shall not pose a safety hazard for livestock or wildlife. Fencing installation and modification within the Core Conservation Area for the purposes of species preservation, restoration, or enhancement is subject to prior review and written approval by Grantee, the TAC, CDFW, and USFWS as set out in the Management Plan.

12. Access. This Conservation Easement does not convey a general right of access to the public. No member of the public, other than those specifically identified herein, shall be entitled to enter the Property. Family members, invitees, and guests of Grantor are not to be considered to be members of the public, and such persons or entities are considered to be Grantor's invitees for purposes of this Conservation Easement.

13. Costs and Liabilities. Grazing management and other activities for the purpose of the management and enhancement of the Protected Species are described in the Management Plan and funded through the Project's endowment. Grantor otherwise retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property. Grantor agrees that neither Grantee nor the Third-Party Beneficiaries shall have any duty or responsibility for the operation, upkeep, or maintenance of the Property, the monitoring of hazardous conditions thereon, or the protection of Grantor, the public, or any third parties from risks relating to conditions on the Property, other than those conditions created by Grantee or its respective agents, employees, consultants, or invitees. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals required for Grantor's activity or use of the Property, as allowable under this Conservation Easement, including those required from CDFW acting in its regulatory capacity, and any such activity or use shall be undertaken in accordance with all applicable federal, state, local, and administrative agency statutes, codes, ordinances, rules, regulations, orders and requirements.

14. Taxes; No Liens. Grantor shall pay before delinquency all taxes, assessments (general and special), fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively, "Taxes"), including any Taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee and the Third-

Party Beneficiaries with satisfactory evidence of Grantor's payment of Taxes upon request. Grantor and Grantee each shall keep the Property free from any liens and encumbrances (other than a security interest that is expressly subordinate to this Conservation Easement as provided in Section 23(j)), including those arising out of any obligations incurred by the obligated party for any labor or materials furnished or alleged to have been furnished to or for the obligated party at or for use on the Property.

15. Hold Harmless and Indemnification.

(a) Grantor shall hold harmless, protect, and indemnify Grantee and its directors, officers, attorneys, employees, agents, contractors, invitees, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a "Grantee Indemnified Party" and, collectively, "Grantee's Indemnified Parties") and the Third-Party Beneficiaries and their respective directors, officers, attorneys, employees, agents, contractors, and representatives, and the heirs, personal representatives, successors and assigns of each of them (each a "Third-Party Beneficiary Indemnified Party" and, collectively, "Third-Party Beneficiary Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, except that this indemnification shall be inapplicable to (a) Grantee's Indemnified Parties with respect to any Claim due solely to the negligence or willful misconduct of Grantee; and (b) a Third-Party Beneficiary Indemnified Party with respect to any Claim due solely to the negligence or willful misconduct of that Third-Party Beneficiary Indemnified Party; (2) the obligations specified in Sections 4, 13, and 14; and (3) the existence or administration of this Conservation Easement. If any action or proceeding is brought against any of the Grantee's Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from Grantee, defend such action or proceeding by counsel reasonably acceptable to the Grantee Indemnified Party. If any action or proceeding is brought against any of the Third-Party Beneficiary Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from the Third-Party Beneficiary, defend such action or proceeding by counsel reasonably acceptable to the Third-Party Beneficiary Indemnified Party or reimburse the Third-Party Beneficiary for all charges incurred for services of the United States Attorney General, California Attorney General, and/or County Counsel, as applicable, in defending the action or proceeding.

(b) Grantee shall indemnify, defend, and hold Grantor and Grantor's officers, directors, attorneys, trustees, agents, employees, invitees, successors and assigns (each a "Grantor Indemnified Party" and, collectively, "Grantor's Indemnified Parties") harmless from and against any and all Claims or any other costs or liabilities resulting from any act by Grantee, related to or occurring on or about the Property arising out of or connected with, or alleged to be arising out of or connected with, Grantee's entry onto, or use of, the Property or a violation of the terms and conditions of this Conservation Easement or the Management Plan by Grantee, except to the extent caused by the acts or omissions of Grantor or Grantor's Indemnified Parties as a result or arising out of negligence or willful misconduct on the part of Grantor or Grantor's Indemnified Parties. This paragraph does not apply to and creates no obligations for the Third-Party Beneficiaries.

16. Extinguishment. If circumstances arise in the future that render the purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can only be

terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction. The parties agree that any proceeds from the extinguishment shall be used for the purchase of property (including conservation easements) that replaces the natural resource characteristics this Conservation Easement was intended to protect and conserve, or as near as reasonably feasible. The selection of replacement property shall be subject to CDFW's prior written approval. A replacement conservation easement shall be granted in favor of an entity acceptable to the Third-Party Beneficiaries and meeting the requirements of California Civil Code section 815.3 and California Government Code section 65967 (and any successor or other provision(s) then applicable) and containing the same protections and purposes embodied in this Conservation Easement against the Property.

17. Condemnation. Pursuant to California Code of Civil Procedure section 1240.055, this Conservation Easement is "property appropriated to public use," as used in Article 6 (commencing with section 1240.510) and Article 7 (commencing with section 1240.610) of Chapter 3 of Title 7 of the California Code of Civil Procedure. A person authorized to acquire property for public use by eminent domain shall seek to acquire the Property or a portion thereof, if at all, *only* as provided in California Code of Civil Procedure section 1240.055. The Third-Party Beneficiaries are each a public entity that imposed conditions on approval of the Project that were satisfied, in whole or in part, by the creation of this Conservation Easement. If any person seeks to acquire the Property or a portion thereof for public use, Grantee shall provide notice to the Third-Party Beneficiaries and comply with all obligations of the holder of a conservation easement under California Code of Civil Procedure section 1240.055. If the Conservation Easement is condemned, the net proceeds from the condemnation shall be used in compliance with California Government Code section 65966(j).

18. Transfer of Easement. At any time following recordation of this Conservation Easement in the Official Records of Santa Barbara County, the County may, by agreement with Land Trust, assign its interest in the Conservation Easement to Land Trust. In such event, County and Land Trust will execute and record in the Official Records of Santa Barbara County such instrument as to effectuate the assignment of County's interest to Land Trust and Land Trust's assumption of full responsibility as sole Grantee of this Conservation Easement under the terms of this Conservation Easement and the Permits. Except as otherwise expressly provided above, this Conservation Easement may be assigned or transferred by Grantee only to CDFW or another entity or organization authorized to acquire and hold conservation easements pursuant to California Civil Code section 815.3 and California Government Code section 65967 (and any successor or other provisions then applicable) or the laws of the United States. Grantee shall require the assignee to record the assignment in the Official Records of Santa Barbara County. The failure of Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforcement in any way.

19. Transfer of Property. Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee and the Third-Party Beneficiaries of the intent to transfer any interest in the Property at least sixty (60) days prior to the date of such transfer. Grantee and/or the Third-Party Beneficiaries shall have the right to prevent subsequent transfers in which prospective subsequent claimants or transferees are not given notice of the terms, covenants, conditions, and restrictions of this Conservation Easement. The failure of Grantor, Grantee, or the Third-Party Beneficiaries to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

20. Merger. It is the intent of Grantor, Grantee, and the Third-Party Beneficiaries that the legal doctrine of merger shall not operate to extinguish this Conservation Easement if the Conservation Easement and the fee title to the Property become vested in any single owner. If, despite this intent, the doctrine of merger is determined by a court of competent jurisdiction to have extinguished this Conservation Easement, unless Grantor, Grantee, and the Third-Party Beneficiaries agree otherwise in writing, the parties agree to remedy the ownership issues giving rise to the merger and to execute and record a replacement conservation easement in favor of an entity acceptable to Grantee and the Third-Party Beneficiaries, meeting the requirements of California Civil Code section 815 *et seq.* and California Government Code section 65967 (and any successor or other provision(s) then applicable) and containing the same protections and purposes as contained in this Conservation Easement against the Property.

21. Notices. Any notice, demand, request, consent, approval, or other communication that any party desires or is required to give to the other parties shall be in writing and be served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class United States mail, postage fully prepaid, and addressed as follows:

To Grantor: The LeRoy Scolari Trust
 423 North "G" Street
 Lompoc, CA 43436
 Attn: LeRoy Scolari, Trustee

And

The Rosebel V. Cameron Trust
1308 West Walnut Avenue
Lompoc, CA 93436
Attention: Rosebel V. Cameron, Trustee

And

The Gerald and Sandra Scolari Revocable Trust
1228 North First Place
Lompoc, CA 93436
Attention: Gerald and Sandra Scolari, Trustees

Copy to: Strauss Wind Energy Project
 5901 Priestly Drive, Suite 300
 Carlsbad, CA 92008
 Attn: Notices

Copy to: Susan F. Petrovich
 Brownstein Hyatt Farber Schreck
 1021 Anacapa Street, 2nd Floor
 Santa Barbara, CA 93101

To Grantee: The Land Trust for Santa Barbara County
 1530 Chapala St., Suite A
 Santa Barbara, CA 93101
 Attn: Conservation Director

To CDFW: Department of Fish and Wildlife
3883 Ruffin Road
San Diego, CA 9212
Attn: Regional Manager

Copy to: Department of Fish and Wildlife
Office of the General Counsel
Post Office Box 944209
Sacramento, CA 94244-2090
Attn: General Counsel

To USFWS: U.S. Department of the Interior
U.S. Fish and Wildlife Service
2493 Portola Road, Suite B
Ventura, CA 93003
Attn: Director for Ecological Services

To the County: Real Property Division
County of Santa Barbara
General Services Department
1105 Santa Barbara Street
Second Floor, Courthouse East Wing
Santa Barbara, CA 93101
Attn: Real Property Manager

or to such other address as Grantor, Grantee, CDFW, USFWS, or the County, as applicable, shall designate by written notice to the other parties. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class mail, three (3) days after deposit into the United States mail.

22. Amendment. This Conservation Easement may be amended by Grantor and Grantee only by mutual written agreement and subject to the prior written consent of the Third-Party Beneficiaries. Any such amendment shall be consistent with the purposes of this Conservation Easement and California law governing conservation easements and shall not affect its perpetual duration. Any such amendment shall be recorded in the Official Records of Santa Barbara County, and Grantee shall promptly provide a conformed copy of the recorded amendment to Grantor and the Third-Party Beneficiaries.

23. Additional Provisions.

(a) Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of California, disregarding the conflicts of law principles of such state.

(b) Liberal Construction. Despite any general rule of construction to the contrary, this Conservation Easement shall be liberally construed to accomplish the purposes of this Conservation Easement and the policy and purpose of California Civil Code section 815 *et seq.* If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. To the extent it furthers and does not diminish

the Conservation Values, the parties intend that this Conservation Easement be interpreted to protect the Property's agricultural value through the continuation of grazing and farming activities on the Property that are compatible with the preservation, restoration, and enhancement of individuals and habitat of the Protected Species, as described in the Permits, this Conservation Easement, and, to the extent it is not inconsistent, the Management Plan.

(c) Severability. If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement, such action shall not affect the remainder of this Conservation Easement. If a court of competent jurisdiction voids or invalidates the application of any provision of this Conservation Easement to a person or circumstance, such action shall not affect the application of the provision to any other persons or circumstances.

(d) Entire Agreement. This Conservation Easement and exhibits hereto, the Permits, and, to the extent they are consistent with the Conservation Easement and the Permits, the Baseline Report and the Management Plan, together set forth the entire agreement of the parties with respect to the Conservation Easement and supersede all prior discussions, negotiations, understandings, or agreements of the parties relating to the Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with Section 22.

(e) No Forfeiture. Nothing contained in this Conservation Easement will result in a forfeiture or reversion of Grantor's title in any respect. Notwithstanding the foregoing, if CDFW reasonably determines that this Conservation Easement is not being held, monitored, or stewarded for conservation purposes in accordance with the requirements of California Government Code section 65967(e), then pursuant to California Government Code section 65967(e), the Conservation Easement shall revert to CDFW or to another public agency, governmental entity, special district, or nonprofit organization approved in advance in writing by the Third-Party Beneficiaries.

(f) Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties and their respective personal representatives, heirs, successors, and assigns and shall constitute a servitude running in perpetuity with the Property.

(g) Termination of Rights and Obligations. A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or Property, except that liability for acts, omissions, or breaches occurring prior to transfer shall survive transfer.

(h) Captions. The captions in this Conservation Easement have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

(i) No Hazardous Materials Liability.

(1) Grantor represents and warrants to Grantee and the Third-Party Beneficiaries that it has no knowledge or notice of any Hazardous Materials (defined below) or underground storage tanks existing, generated, treated, stored, used, released, disposed of,

deposited or abandoned in, on, under, or from the Property, or transported to or from or affecting the Property.

(2) Without limiting the obligations of Grantor under Section 15 of this Conservation Easement, Grantor hereby releases and agrees to indemnify, protect, and hold harmless the Grantee's Indemnified Parties and the Third-Party Beneficiary Indemnified Parties (each as defined in Section 15) from and against any and all Claims arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, released in, from, or about, or otherwise associated with the Property at any time, except that (A) this indemnification shall be inapplicable to the Grantee's Indemnified Parties with respect to any Hazardous Materials placed, disposed, or released by Grantee or Grantee's Indemnified Parties; and (B) this indemnification shall be inapplicable to a Third-Party Beneficiary Indemnified Party with respect to any Hazardous Materials placed, disposed, or released by that Third-Party Beneficiary Indemnified Party. This release and indemnification include, without limitation, Claims for injury to or death of any person or physical damage to any property and the violation or alleged violation of, or other failure to comply with, any Environmental Laws (defined below). If any action or proceeding is brought against any of the Grantee's Indemnified Parties by reason of any such Claim not arising or resulting from the negligence or willful misconduct of a Grantee Indemnified Party, Grantor shall, at the election of and upon written notice from Grantee, defend such action or proceeding by counsel reasonably acceptable to the Grantee Indemnified Party. If any action or proceeding is brought against any of the Third-Party Beneficiary Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from a Third-Party Beneficiary, defend such action or proceeding by counsel reasonably acceptable to the Third-Party Beneficiary Indemnified Party or reimburse the Third-Party Beneficiary for all charges incurred for services of the United States Attorney General, California Attorney General, and/or County Counsel, as applicable, in defending the action or proceeding.

(3) Despite any contrary provision of this Conservation Easement, the parties do not intend this Conservation Easement to be, and this Conservation Easement shall not be, construed such that it creates in or gives to Grantee or the Third-Party Beneficiaries any of the following:

(A) The obligations or liability of an "owner" or "operator," as those terms are defined and used in Environmental Laws, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. section 9601 *et seq.*; hereinafter, "CERCLA"); or

(B) The obligations or liabilities of a person described in 42 U.S.C. section 9607(a)(3) or (4); or

(C) The obligations of a responsible person under any applicable Environmental Laws (except with respect to any Hazardous Materials placed, disposed, or released by a Third-Party Beneficiary Indemnified Party or Grantee Indemnified Party); or

(D) The right or duty to investigate and remediate any Hazardous Materials associated with the Property; or

(E) Any control over Grantor's ability to investigate, remove, remediate, or otherwise clean up any Hazardous Materials associated with the Property.

(4) The term "Hazardous Materials" includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. section 6901 *et seq.*; hereinafter "RCRA"); the Hazardous Materials Transportation Act (49 U.S.C. section 5101 *et seq.*; hereinafter "HTA"); the Hazardous Waste Control Law (Cal. Health & Saf. Code section 25100 *et seq.*; hereinafter "HCL"); the Carpenter-Presley-Tanner Hazardous Substance Account Act (Cal. Health & Saf. Code section 25300 *et seq.*; hereinafter "HSA"), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable Environmental Laws now in effect or enacted after the date of this Conservation Easement.

(5) The term "Environmental Laws" includes, without limitation, CERCLA, RCRA, HTA, HCL, HSA, and any other federal, state, local, or administrative agency statute, code, ordinance, rule, regulation, order, or requirement relating to pollution, protection of human health or safety, the environment, or Hazardous Materials. Grantor represents, warrants, and covenants to Grantee and the Third-Party Beneficiaries that activities upon and use of the Property by Grantor, its agents, employees, invitees, and contractors will comply with all Environmental Laws.

(j) Warranty. Grantor represents and warrants that Grantor is the sole owner of fee simple title to the Property; that the Property is not subject to any other conservation easement; and that, other than those permitted existing encumbrances listed on Exhibit E, there are no outstanding mortgages, liens, encumbrances, or other interests in the Property (including, without limitation, water and mineral interests) that may conflict or are otherwise inconsistent with this Conservation Easement and that have not been expressly subordinated to this Conservation Easement by a written, recorded subordination agreement approved by Grantee and the Third-Party Beneficiaries.

(k) Additional Easements. Grantor shall not grant any additional easements, rights of way, or other interests in the Property (other than a security interest that is expressly subordinated to this Conservation Easement) or abandon or relinquish by grant, transfer, or otherwise (each a "Transfer") any mineral, air, or water right, or any water, associated with the Property without the prior written consent of Grantee and the Third-Party Beneficiaries. Grantee or the Third-Party Beneficiaries may each withhold such consent if it determines that the proposed interest or Transfer is inconsistent with the purposes of this Conservation Easement or may impair or interfere with the Conservation Values of the Property. This section shall not limit the provisions of Sections 2(d) or 3(n), nor prohibit transfer of a fee or leasehold interest in the Property that is subject to this Conservation Easement and complies with Section 19. The parties acknowledge and intend that a land management access easement, consistent with this Conservation Easement and the Permits and subject to CDFW's prior written approval, will be granted, subordinate, and subsequent to the recording of this Conservation Easement to enable implementation of the Management Plan and an additional conservation easement may be granted for a portion of the Property, subordinate and subsequent to the recording of this Conservation Easement, to satisfy mitigation requirements for wetlands impacts by the Project.

Grantor shall provide a certified copy of any recorded or unrecorded grant or Transfer document to Grantee and the Third-Party Beneficiaries.

(l) Recording. Grantee shall record this Conservation Easement in the Official Records of Santa Barbara County, and Grantee or the Third-Party Beneficiaries may re-record it at any time as it deems necessary to preserve its rights in this Conservation Easement.

(m) Recitals Incorporated into Easement. The Recitals within this document are hereby incorporated into and made a part of this Conservation Easement.

(n) Exhibits. The following Exhibits referenced in this Conservation Easement are attached to and incorporated by reference in this Conservation Easement:

EXHIBIT A-1 – Legal Description of the Property

EXHIBIT A-2 – Legal Description of Existing Homestead

EXHIBIT B – Map of the Property and Existing Homestead

EXHIBIT C – Form of Hold Harmless Agreement for Persons (other than Grantee or the Third-Party Beneficiaries) Entering the Property

EXHIBIT D – Property-Specific Use Allowances

EXHIBIT D-1 – Map of the Project, Core Conservation Area, and Additional Conservation Lands

EXHIBIT D-2 – Map of Structures and Improvements in Existing Homestead

EXHIBIT D-3 – Maps of Future Homestead and Existing Roads

EXHIBIT D-4 – Map of Storage Areas, Existing Water Features, and Existing Fences

EXHIBIT E – Existing Encumbrances

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Conservation Easement as of the day and year first above written.

GRANTOR:

LeROY SCOLARI, Trustee of the
LeRoy Scolari Trust dated December
21, 2018

GERALD E. SCOLARI, Trustee of
the Gerald and Sandra Scolari
Revocable Trust dated December 29,
2001

By: _____
SANDRA K. SCOLARI, Trustee of
the Gerald and Sandra Scolari
Revocable Trust dated December 29,
2001

ROSEBEL V. CAMERON, Trustee of
the Rosebel V. Cameron Trust dated
August 20, 2009

[SIGNATURES CONTINUE ON FOLLOWING PAGE(S)]

[SIGNATURE PAGE TO AR CONSERVATION EASEMENT #2]

GRANTEE:

LAND TRUST:

THE LAND TRUST FOR SANTA BARBARA COUNTY,
a California nonprofit public benefit corporation

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

COUNTY:

ATTEST:

COUNTY OF SANTA BARBARA,
a political subdivision of the State of California

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____

By: _____

Name: _____

Its: Chair, Board of Supervisors

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: _____

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 _____)

On _____, 2021, before me, _____, 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.

Signature: _____ (seal)

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 _____)

On _____, 2021, before me, _____, 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.

Signature: _____ (seal)

EXHIBIT A-1

LEGAL DESCRIPTION OF THE PROPERTY

[Attached]

STRAUSS WIND PROJECT
SAM Job No. 1018044344

THE LEROY SCOLARI TRUST
THE ROSEBEL V. CAMERON TRUST
THE GERALD AND SANDRA SCOLARI REVOCABLE TRUST
APN 083-090-001
PAGE 1 OF 1

EXHIBIT "A-1"
LEGAL DESCRIPTION

THOSE PORTIONS OF LOTS 143 & 144 OF THE SUBDIVISION OF THE RANCHOS LOMPOC AND MISSION VIEJA, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 1, PAGE 45 OF MAPS AND SURVEYS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A 2 1/2-INCH IRON PIPE WITH 3 1/4-INCH ALUMINUM DISK STAMPED "VANDENBERG AIR FORCE BASE BOUNDARY 1991 ESTABLISHED BY U.S. ARMY CORPS OF ENGINEERS CONTRACTOR JOHNSON - FRANK P.L.S. 4140", SHOWN AS POINT #8093 ON THE MAP OF SURVEYS FILED AS 143 RS 81-89 & 144 RS 1-25, RECORD OF SAID COUNTY OF SANTA BARBARA, FOUND IN THE SAN MIGUELITO ROAD RIGHT-OF-WAY, AT THE COMMON CORNER OF FARM LOTS 139, 140 AND 144 OF SAID SUBDIVISION OF "RANCHOS LOMPOC AND MISSION VIEJA";

THENCE SOUTH 35°50'16" EAST, ALONG THE CENTERLINE OF SAID SAN MIGUELITO ROAD RIGHT-OF-WAY, A DISTANCE OF 2,497.71 FEET TO A POINT AT THE COMMON CORNER OF FARM LOTS 138, 139, 142, AND 143 OF SAID SUBDIVISION OF "RANCHOS LOMPOC AND MISSION VIEJA";

THENCE SOUTH 69°23'50" WEST, ALONG AND WITH THE COMMON LINE OF SAID FARM LOTS 142, AND 143, A DISTANCE OF 4,126.09 FEET TO A BRASS DISC IN CONCRETE STAMPED "FRED L JOHNSTON LICENSED SURVEYOR NO. 73 1931", SHOWN AS MONUMENT #73 ON THE MAP OF SURVEYS FILED AS 21 RS 152, RECORD OF SAID COUNTY OF SANTA BARBARA FOR THE COMMON CORNER OF SAID FARM LOTS 142, 143 AND FARM LOT 146 OF SAID SUBDIVISION OF "RANCHOS LOMPOC AND MISSION VIEJA";

THENCE NORTH 21°47'37" WEST, ALONG AND WITH THE COMMON LINE OF SAID FARM LOTS 143, AND 146, A DISTANCE OF 232.77 FEET TO A CALCULATED POINT;

THENCE NORTH 52°22'37" WEST, A DISTANCE OF 2,327.66 FEET TO A 2-INCH IRON PIPE SET IN CONCRETE WITH A 3-INCH THREADED CAP WITH RAISED LETTERING "CAMP COOKE MILITARY RESERVATION 1942" SHOWN AS POINT #758 ON THE MAP OF SURVEYS FILED AS 144 RS 1-25, RECORD OF SAID COUNTY OF SANTA BARBARA;

THENCE NORTH 66°58'48" EAST, A DISTANCE OF 4,704.45 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 233.09 ACRES OF LAND, MORE OR LESS.

BASIS OF BEARING: N66°58'48"E BETWEEN A FOUND 3 INCH THREADED CAP DESCRIBED AS POINT #758, AND A 3-1/4 INCH ALUMINUM CAP DESCRIBED AS POINT #8093 PER THE MAP OF SURVEY FILED AS 144 RS 1-25, RECORD OF SANTA BARBARA COUNTY.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.



TYLER G. TRUJILLO
PLS NO. 9607
SURVEYING AND MAPPING, LLC.



EXHIBIT A-1

EXHIBIT A-2

LEGAL DESCRIPTION OF THE EXISTING HOMESTEAD

[Attached]

EXHIBIT "A-2"

**METES AND BOUNDS DESCRIPTION FOR AN EXISTING
HOMESTEAD (HS1)
SCOLARI AND CAMERON TRUSTS**

METES AND BOUNDS DESCRIPTION FOR A HOMESTEAD, DESCRIBED HEREIN, LOCATED IN SANTA BARBARA COUNTY, CALIFORNIA WITHIN THE PARCEL DESCRIBED ABOVE IN "EXHIBIT A-1", ALSO BEING APN 083-090-001, SAID HOMESTEAD BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a calculated point within said parcel 083-090-001, from which a 3 1/4" aluminum cap stamped "VANDENBERG AIR FORCE BASE PLS 4140" found at a corner on the north line of said parcel 083-090-001, also being point #8093 on the map of survey filed as 143 RS 81-89 & 144 RS 1-25, records of Santa Barbara County, bears North 13°53'39" East, a distance of 1234.24 feet;

THENCE, over and across said parcel 083-090-001, the following four (4) courses and distances:

- 1) South 04°12'16" West, a distance of 277.60 feet to a calculated point;
- 2) North 45°30'27" West, a distance of 659.35 feet to a calculated point;
- 3) North 53°08'12" East, a distance of 314.61 feet to a calculated point; and
- 4) South 32°34'52" East, a distance of 443.80 feet to the **POINT OF BEGINNING**.

Described Homestead (HS1) being a total area of 3.20 acres.

Notes:

- 1) All as shown on Exhibit "B" attached hereto and by this reference made a part hereof.
- 2) Basis of Bearing: N66°58'48"E between a found 3 inch threaded cap described as point #758, and a 3-1/4 inch aluminum cap described as point #8093 per the map of survey filed as 144 RS 1-25, record of Santa Barbara County.
- 3) APN Numbers referenced herein are per the Assessor's Parcel Number assigned on 5/12/2021.
- 4) This description and the attached plat (Exhibit "B") were prepared for the purposes of creating a conserved homestead and are not intended for use as a property boundary survey.
- 5) This survey was performed without the benefit of a current title certificate. Additional ownerships, easements, subsequent divisions and interest may be present but are not represented hereon.
- 6) Date of Survey: 04/19/2021

Surveying And Mapping, LLC
488 E Winchester St.
Suite 125
Murray, UT 84107
TX. Firm Reg. No. 10064300



Tyler G. Trujillo
Professional Land Surveyor
No. 9607 – State of California
Date 5-12-21



EXHIBIT B

MAP OF THE PROPERTY AND EXISTING HOMESTEAD

[Attached]

EXHIBIT C

**FORM OF HOLD HARMLESS AGREEMENT FOR PERSONS (OTHER THAN GRANTEE OR
THE THIRD-PARTY BENEFICIARIES) ENTERING THE PROPERTY**

[Attached]

RELEASE OF LIABILITY AND HOLD HARMLESS

Name:

Address:

Phone:

I, _____, being _____ years of age, acknowledge that I have voluntarily requested to use the property owned by _____ (the "Property").

I AM AWARE THAT THE PROPERTY IS RUGGED RURAL AGRICULTURAL LAND OCCUPIED BY LIVESTOCK AND NATIVE PLANTS AND ANIMALS, ALL OF WHICH CAN POSE A HAZARD TO MY HEALTH AND SAFETY. I ALSO AM AWARE THAT ENTERING UPON AGRICULTURAL LAND IS HAZARDOUS FOR A VARIETY OF REASONS, INCLUDING BUT NOT LIMITED TO UNEVEN SURFACES, HOLES AND ANIMAL DENS AND BURROWS, STEEP SLOPES, EROSION AND UNSTABLE LAND, PERIODIC LANDSLIDES, AGGRESSIVE LIVESTOCK, FARM ANIMALS, WILD ANIMALS, POISONOUS PLANTS, AND FENCING, AND I AM VOLUNTARILY ENTERING THE PROPERTY WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH. (____) (Insert initials in parentheses.)

In consideration of being permitted to enter the Property, I agree that, except for any such claim arising from the gross negligence or willful misconduct of the owner of the Property and the grantee of the conservation easement on the Property (or the respective agents, heirs, successors, or assigns thereof) (collectively, "Released Parties"), I, my heirs, distributees, guardians, legal representatives, and assigns will not make a claim against, sue, attach the property of, or prosecute the Released Parties for injury, death, or property damage resulting from my entry onto the Property; I release and discharge the Released Parties from all actions, claims, liabilities, damages, or demands that my heirs, distributees, guardians, legal representatives, or assigns now have or may in the future have for injury, death, or damages arising out of or resulting from my entry upon and activities on the Property; and I indemnify and hold the Released Parties harmless from any claims for injury, death, or property damage that I may cause in my use of the Property.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY, AN INDEMNIFICATION, AND A CONTRACT WITH THE RELEASED PARTIES NAMED AND SIGN IT OF MY OWN FREE WILL.

Dated:

(Signature)

IF UNDER EIGHTEEN YEARS OF AGE, SIGNATURE OF PARENT OR GUARDIAN IS REQUIRED.

Dated:

(Signature of Parent or Guardian)

EXHIBIT D
PROPERTY-SPECIFIC USE ALLOWANCES

Grantor reserves the right to conduct the following uses and activities within the Property, as and to the extent consistent with the purposes of this Conservation Easement and, in particular, the preservation, restoration, and enhancement of the Protected Species:

- (a) Existing Homestead. The Property contains one (1) existing homestead site ("Existing Homestead"), comprising a total of approximately 3.2 acres, as legally described in Exhibit A-2 and depicted on Exhibit B. The Existing Homestead currently contains certain structures and improvements depicted on Exhibit D-2 and described in the Baseline Report. As required by the Permits, within the Core Conservation Area, the Management Plan identifies additional monitoring and/or management measures to be implemented to provide adequate protection of the Protected Species habitat from impacts.

Grantor may use, and conduct routine maintenance on, any of the existing structures and improvements within the Existing Homestead in their current locations within the Existing Homestead, provided that (i) any such activities shall not have, either individually or collectively, an adverse impact on the Conservation Values and, in particular, the preservation, restoration, or enhancement of the Protected Species; and (ii) Grantee's prior written approval is required for any maintenance or repair involving ground-disturbance. Within the Existing Homestead, Grantor may plant and/or replace native and non-invasive non-native plants and may remove, cut, and/or prune trees, shrubs, and other vegetation. If Grantor proposes to modify, enlarge, replace, or relocate any existing structure or improvement within the Existing Homestead, it shall submit a detailed proposal to be reviewed as part of the landowner workplan process for the Management Plan and submitted to the TAC for its review and recommendation. The TAC may identify additional recommended monitoring and/or management measures to be implemented to provide adequate protection of the Protected Species and their habitat. If the TAC recommends that the work can be accomplished consistent with the preservation, restoration, and enhancement of the Protected Species, the proposal shall be submitted to CDFW, USFWS, and Grantee for their prior written approval. CDFW and USFWS, in their sole discretion, may require any additional monitoring and/or management activities the agency determines necessary for the preservation, restoration, or enhancement of the Protected Species as conditions of their approval.

- (b) [Intentionally Omitted]

- (c) Future Homestead: Additional Conservation Lands. The parties have identified one (1) potential future homestead site within the Additional Conservation Lands ("Future Homestead") comprising a total of approximately 7.2 acres, as depicted in Exhibit D-3. Subject to the overall size and height limitations contained in Section (e) of this Exhibit D and the limitations of this paragraph, new structures and improvements may be constructed, placed, and subsequently used, maintained, repaired, relocated, or replaced within 5 acres of the designated Future Homestead. If Grantor proposes to construct or place a new structure or improvement within the designated Future Homestead, or subsequently to modify, enlarge, replace, or relocate such a structure, it shall submit a detailed proposal to be reviewed as part of the landowner workplan process for the Management Plan and submitted to the TAC for its review and recommendation. The TAC

may identify additional recommended monitoring and/or management measures to be implemented to provide adequate protection of the Protected Species and their habitat. If the TAC recommends that the work can be accomplished consistent with the preservation, restoration, and enhancement of the Protected Species, the proposal shall be submitted to CDFW, USFWS, and Grantee for their prior written approval. CDFW and USFWS, in their sole discretion, may require any additional monitoring and/or management activities the agency determines necessary for the preservation, restoration, or enhancement of the Protected Species as conditions of their approval. Within an approved Future Homestead, Grantor may plant and/or replace native and non-invasive non-native plants and may remove, cut and/or prune trees, shrubs, and other vegetation.

- (d) New Structures and Improvements: Existing Homestead or Additional Conservation Lands. Subject to the overall size and height limitations contained in Section (e) of this Exhibit D, new structures and improvements may be constructed, placed, repaired, or replaced, with prior written approval of Grantee, CDFW, and USFWS, within the Existing Homestead or Additional Conservation Lands. Grantor shall submit a detailed proposal for any new structure it proposes to construct, replace, repair, or relocate, to be reviewed as part of the landowner workplan required by the Management Plan and submitted to the TAC for its review and recommendation. In its review, the TAC may identify additional recommended monitoring and/or management measures to be implemented to provide adequate protection of the Protected Species and their habitat. If the TAC recommends that the work can be accomplished consistent with the preservation, restoration, and enhancement of the Protected Species, the proposal shall be submitted to CDFW, USFWS, and Grantee for their prior written approval. CDFW and USFWS, in their sole discretion, may require any additional monitoring and/or management activities the agency determines necessary for the preservation, restoration, or enhancement of the Protected Species as conditions of their approval.

New structures and improvements are subject to the following conditions: (i) all residential structures and improvements shall be located within a Homestead(s); (ii) all other structures and improvements, including but not limited to agricultural structures and improvements (but excluding the Project as provided in Section 5(c) of this Conservation Easement), that do not have a *bona fide* purpose outside a Homestead (s) (e.g., hay barn centrally located, trough cover in pasture area, well pump shed, etc.) shall be located within a Homestead(s); and (iii) new structures and improvements may only be constructed if they neither individually nor collectively have an adverse impact on the Conservation Values and, in particular, the preservation, restoration, or enhancement of the Protected Species.

- (e) Total Square Footage and Height Limitations. Notwithstanding anything contained herein to the contrary, (i) the total square footage of all allowable structures and improvements described in this Exhibit D, including those existing as of the effective date of this Conservation Easement and those subsequently constructed pursuant to the terms hereof, shall not exceed fifty thousand (50,000) total square feet of occupiable space (excluding crawl spaces, attics, open porches); (ii) the total square footage of all primary residential dwellings (both personal and agricultural-worker dwellings) shall not exceed fifteen thousand (15,000) total square feet of occupiable space (but not including attached garages or exterior porches or decks); (iii) no structure or improvement, other than the Project, shall exceed ten thousand (10,000) square feet without the prior written approval

of Grantee; and (iv) no individual structure or improvement, other than the Project, shall exceed the following square footages and/or heights, as applicable:

- (I) Each primary residential dwelling for Grantor's use: five thousand (5,000) total square feet of occupiable space (but not including attached garages or open porches or decks) and a total height of thirty-five (35) feet from grade for occupiable area and forty-seven (47) feet from grade total;
- (II) Each agricultural-worker dwelling: five thousand (5,000) total square feet of occupiable space (but not including attached garages or open porches or decks) and a total height of thirty (30) feet from grade;
- (III) Each accessory residential structure: eight hundred (800) total square feet of occupiable space and a total height of sixteen (16) feet from grade;
- (IV) Greenhouses and hoop houses: a total height of thirty (30) feet from grade;
- (V) Covered equestrian riding arenas: a total height of fifty (50) feet from grade; and
- (VI) All other new agricultural structures: a total height of forty (40) feet from grade.

- (f) Ranch Storage Areas: Additional Conservation Lands. The Property includes two (2) ranch storage areas ("Storage Areas") within the Additional Conservation Lands, which are depicted on Exhibit D-4 and further described in the Baseline Report. Within the Additional Conservation Lands, Grantor is entitled to use, maintain, deposit, and remove from these Storage Areas in their current sizes and locations any discard material that does not damage or disturb the Conservation Values and, in particular, the preservation, restoration, or enhancement of Protected Species or their habitat, without further leave or permission from Grantee.
- (g) Fences: Additional Conservation Lands. Within the Additional Conservation Lands, existing fences may be used, modified, removed from, repaired, or replaced at their existing locations and using the same type of fencing design and materials for purposes of reasonable and customary management of the Property, without further leave or permission from Grantee, pursuant to the terms of this Conservation Easement and the Management Plan.
- (h) Preventative Protective Measures. Fire breaks, controlled burns, flood prevention, erosion-control measures and remediation, or other activities required by law or otherwise reasonably necessary for the protection of the Property or personal safety may be allowable within the Additional Conservation Lands if and to the extent expressly provided in the Management Plan or upon the prior written approval of Grantee, CDFW, and USFWS. If Grantor proposes any such activity, it shall submit a detailed proposal to be reviewed as part of the landowner workplan process for the Management Plan and submitted to the TAC for its review and recommendation. The TAC may identify additional recommended monitoring and/or management measures to be implemented to provide adequate protection of the Protected Species and habitat. If the TAC recommends that the work can be accomplished consistent with the preservation, restoration, and enhancement of the Protected Species, the proposal shall be submitted to CDFW, USFWS, and Grantee for their prior written approval. CDFW and USFWS, in their sole discretion, may require any additional monitoring and/or management activities the agency determines necessary for the preservation, restoration, or enhancement of the Protected Species as conditions of their approval.

- (i) Roads. The use, maintenance, repair, and replacement (in their existing locations) of existing unpaved roads, as depicted in the Baseline Report, are allowed on the Property, as well as the reasonable stockpiling of soil, rock, and other materials within the Additional Conservation Lands for and during such repairs, replacement, and maintenance, without further leave or permission from Grantee; provided that, in undertaking any such activities, Grantor shall not damage or disturb the Conservation Values and, in particular, the preservation, restoration, or enhancement of the Protected Species or their habitat. In the event that existing unpaved roads in the Additional Conservation Lands become damaged or cease to be available for access purposes due to significant erosion or other natural cause, upon written request by Grantor and prior written approval by Grantee, CDFW, and USFWS, unpaved roads may be relocated. If relocation of a road within the Core Conservation Area is necessary, Grantor shall submit a detailed proposal for the relocated road's construction (including the proposed location(s) for stockpiling of road construction materials during such work, which location(s) shall be outside of suitable Protected Species habitat and on already-disturbed areas) to be reviewed as part of the landowner workplan required by the Management Plan and submitted to the TAC for its review and recommendation. Grantor shall site the relocated road outside of occupied habitat of the Protected Species and shall otherwise be sited to minimize damage to the Conservation Values. In its review, the TAC may identify additional recommended monitoring and/or management measures to be implemented to provide adequate protection of the Protected Species and their habitat. If the TAC recommends that the road relocation can be accomplished consistent with the preservation, restoration, and enhancement of the Protected Species, the proposal shall be submitted to CDFW, USFWS, and Grantee for their prior written approval. CDFW and USFWS, in their sole discretion, may require any additional monitoring and/or management activities the agency determines necessary for the preservation, restoration, or enhancement of the Protected Species as conditions of their approval. No portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material, except within the Homesteads (if designated) and with the prior written approval of Grantee, CDFW, and USFWS, in consultation with the TAC, as described herein.
- (j) Compatible Commercial Uses. Within the Additional Conservation Lands and Homesteads that are outside of the boundaries of the Core Conservation Area, the following small-scale commercial uses consistent with then-current County zoning and general plan are allowable upon prior written approval of Grantee, CDFW, and USFWS, and provided that such uses do not impair the Conservation Values of the Property and, in particular, the preservation, restoration, or enhancement of the Protected Species and are consistent with the purposes of this Conservation Easement: (i) small-scale incidental and customary rural enterprises and small-scale commercial enterprises related, compatible, ancillary, and secondary to the agricultural uses; (ii) activities that can be, and in fact are, conducted within buildings located within a designated, approved Homestead; and (iii) low-impact, small-scale, temporary or seasonal outdoor activities or events that do not degrade the Conservation Values of the Property. All parking related to such commercial uses shall be limited to the Homesteads. No compatible commercial uses may occur within 200 meters from occupied Protected Species habitat. If Grantor proposes any such activity, it shall submit a detailed proposal to be reviewed as part of the landowner workplan process for the Management Plan and submitted to the TAC for its review and recommendation. The TAC may identify additional recommended monitoring and/or management measures to be implemented to provide adequate protection of the

Protected Species and habitat. If the TAC recommends that the activity can be conducted consistent with the preservation, restoration, and enhancement of the Protected Species, the proposal shall be submitted to CDFW, USFWS, and Grantee for their prior written approval. CDFW and USFWS, in their sole discretion, may require any additional monitoring and/or management activities the agency determines necessary for the preservation, restoration, or enhancement of the Protected Species as conditions of their approval. Any such commercial uses on the Property shall comply with all applicable laws and the terms of this Conservation Easement. Except as otherwise expressly provided herein, no other commercial or industrial activities or uses may be conducted on the Property.

- (k) Water. Grantor is entitled to continue to maintain, repair, replace, and abandon water wells and springs, and related pipelines and other water-related infrastructure, on the Property and, within the Additional Conservation Lands, to reasonably stockpile soil, rock, and other materials onsite for and during such repairs, replacement, abandonment, and maintenance; provided that Grantor's exercise of this right shall not damage or disturb the Conservation Values and, in particular, the preservation, restoration, or enhancement of the Protected Species or their habitat. If, within the Additional Conservation Lands or a designated Homestead, Grantor proposes water-related infrastructure activities, other than *de minimis* activities that are consistent with the Conservation Values, or the digging of any new water well, it shall submit a detailed proposal to be reviewed as part of the landowner workplan process for the Management Plan and submitted to the TAC for its review and recommendation. The TAC may identify additional recommended monitoring and/or management measures to be implemented to provide adequate protection of the Protected Species and habitat. If the TAC recommends that the work can be accomplished consistent with the preservation, restoration, and enhancement of the Protected Species, the proposal shall be submitted to CDFW, USFWS, and Grantee for their prior, written approval. CDFW and USFWS, in their sole discretion, may require any additional monitoring and/or management activities the agency determines necessary for the preservation, restoration, or enhancement of the Protected Species as conditions of their approval.

EXHIBIT D-1

**MAP OF THE PROJECT, CORE CONSERVATION AREA,
AND ADDITIONAL CONSERVATION LANDS**

[Attached]

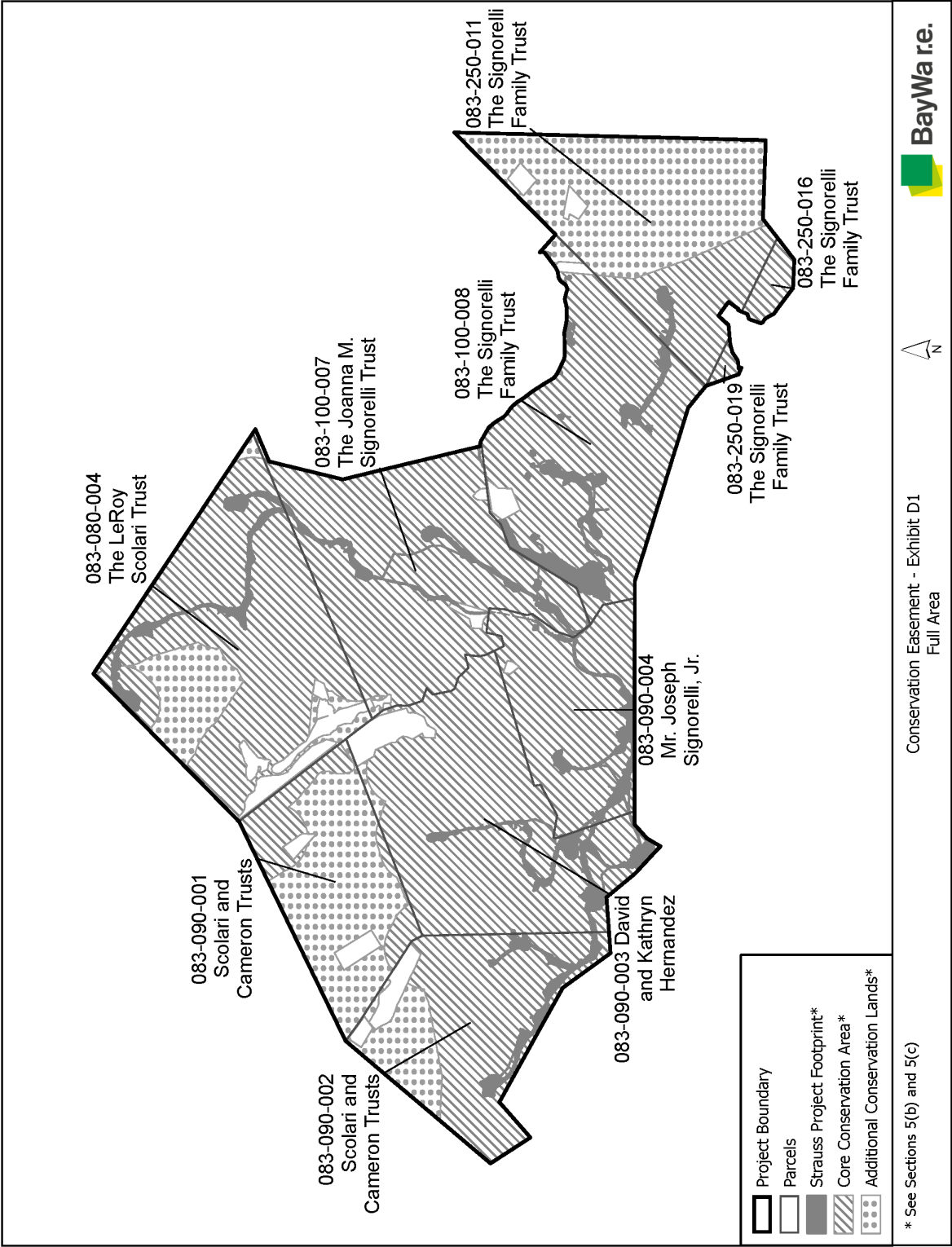


EXHIBIT D-1

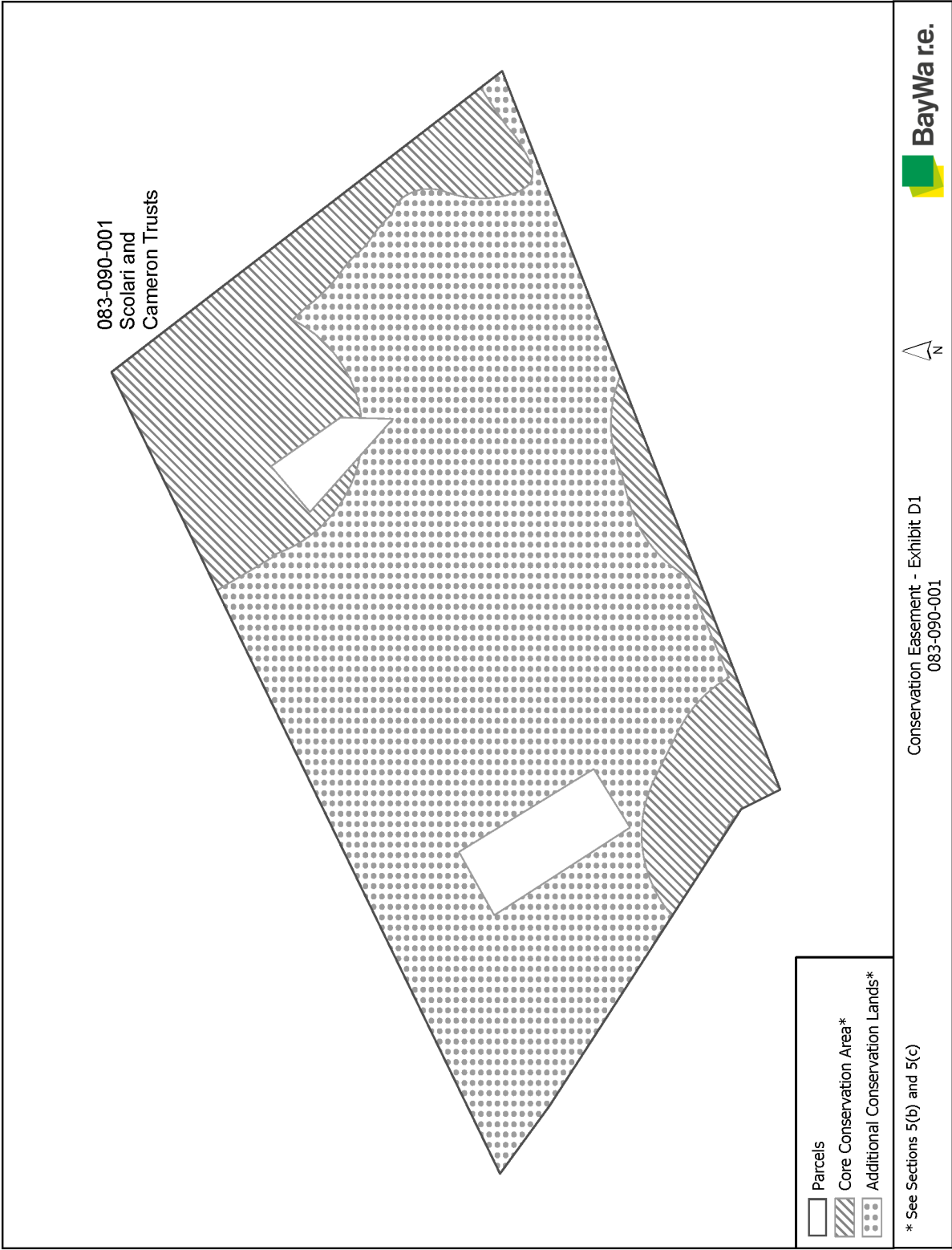


EXHIBIT D-1

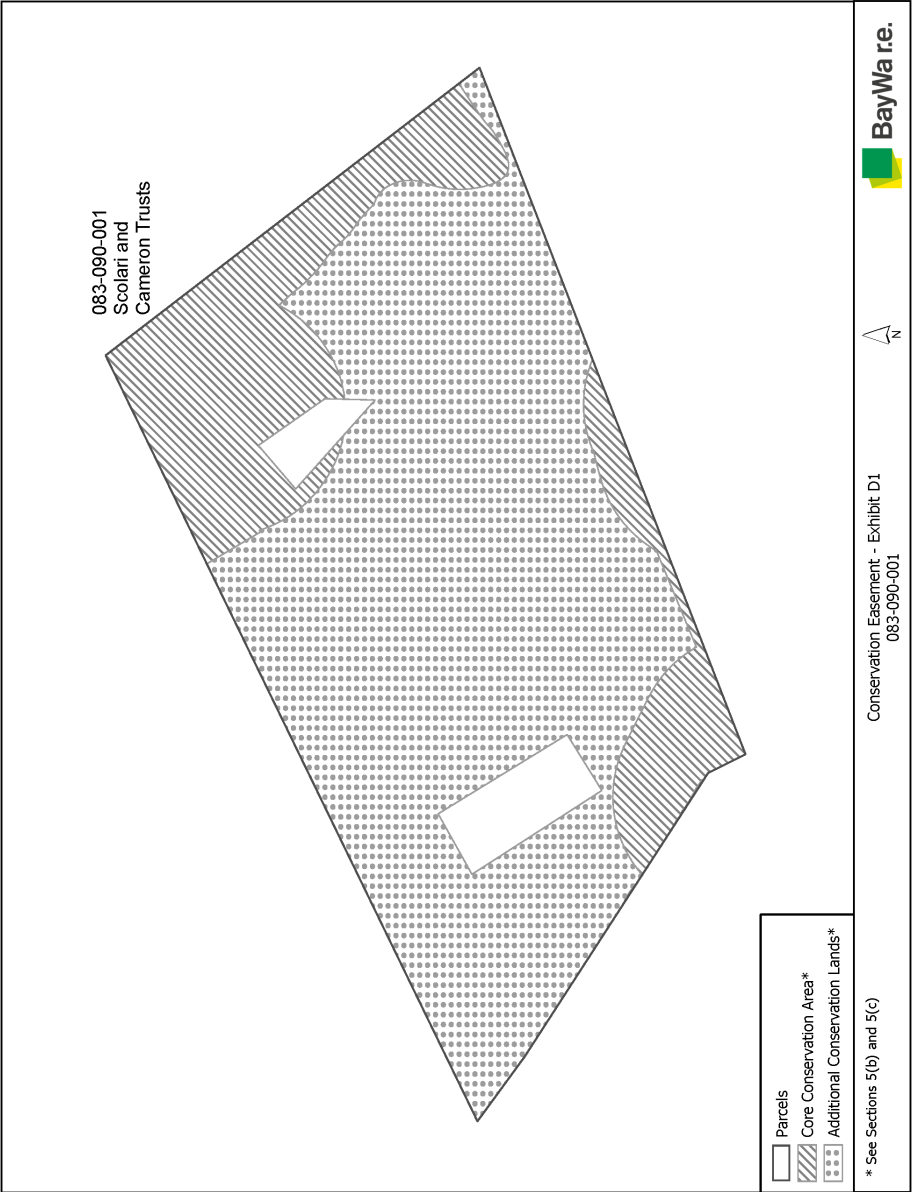


EXHIBIT D-1

EXHIBIT D-2

MAP OF STRUCTURES AND IMPROVEMENTS IN EXISTING HOMESTEAD

[Attached]

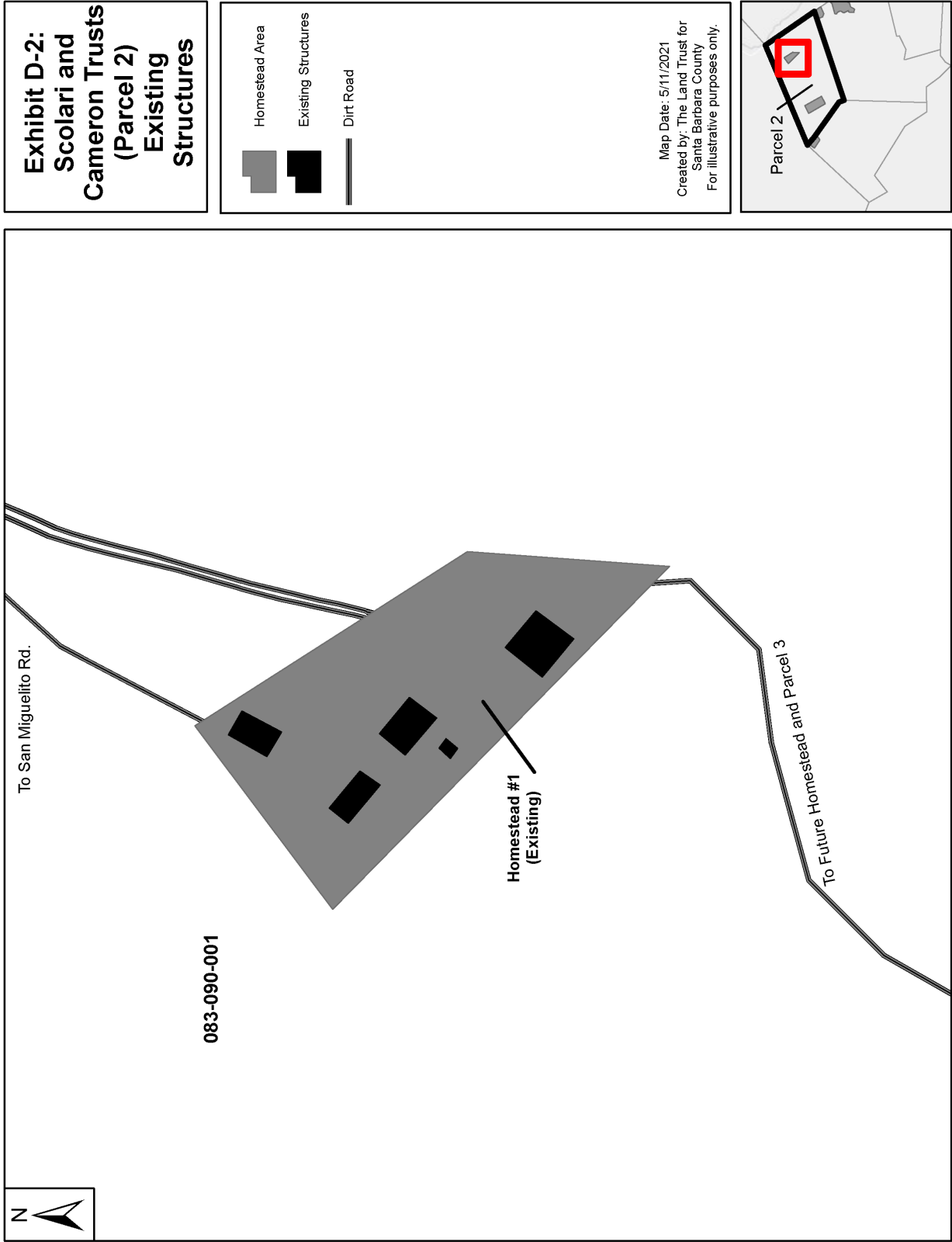


EXHIBIT D-2

EXHIBIT D-3

MAPS OF FUTURE HOMESTEAD AND EXISTING ROADS

[Attached]

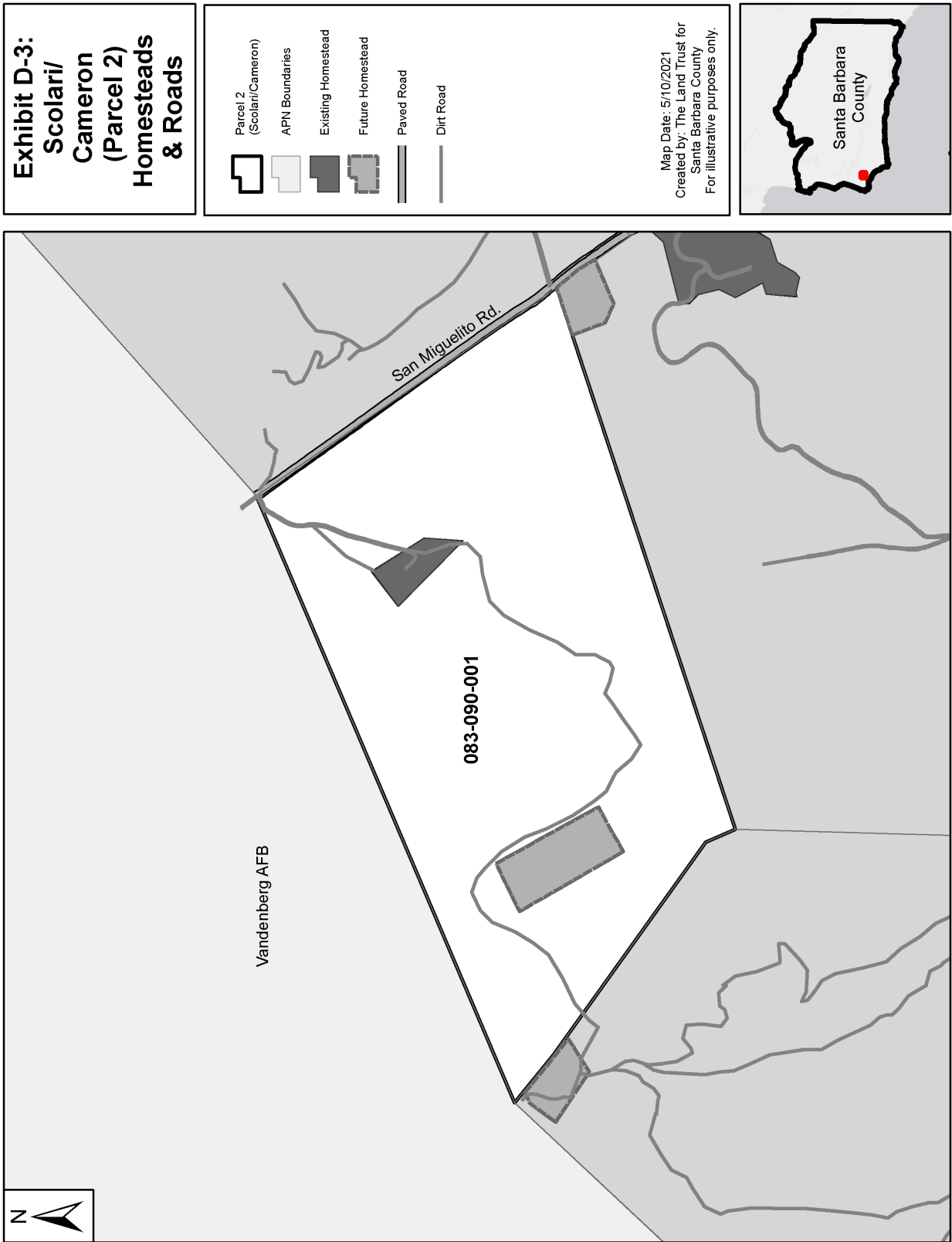


EXHIBIT D-3

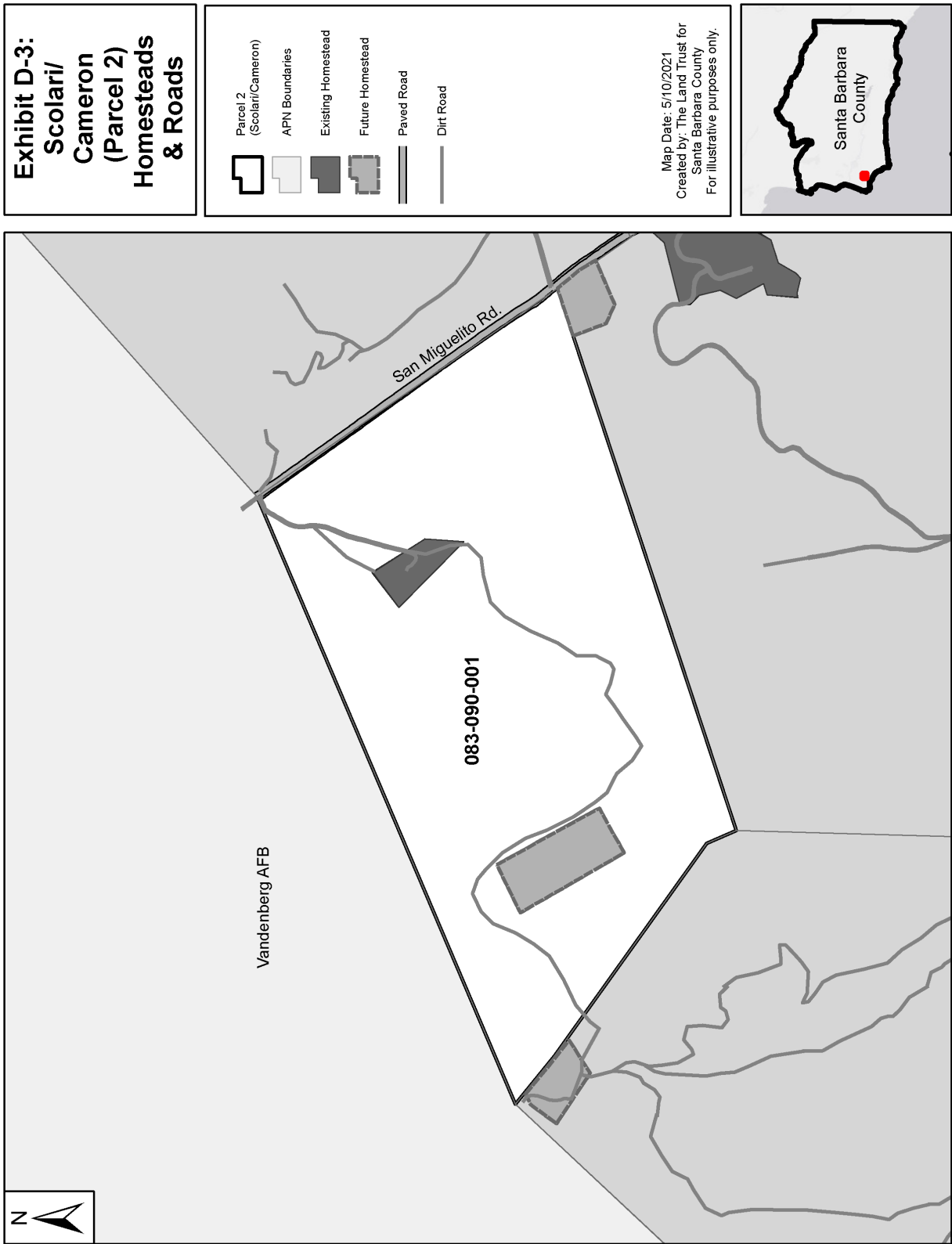


EXHIBIT D-3

EXHIBIT D-4

**MAP OF STORAGE AREAS, EXISTING WATER FEATURES,
AND EXISTING FENCES**

[Attached]

**Exhibit D-4:
Scolari/
Cameron
(Parcel 2)
Infrastructure
& Fencing**

Parcel 2
(Scolari/Cameron)

APN Boundaries

Existing Fencing

Infrastructure Type

Storage Area

Spring

Tank

Trough

Well

Map Date: 5/11/2021
Created by: The Land Trust for
Santa Barbara County
For illustrative purposes only.

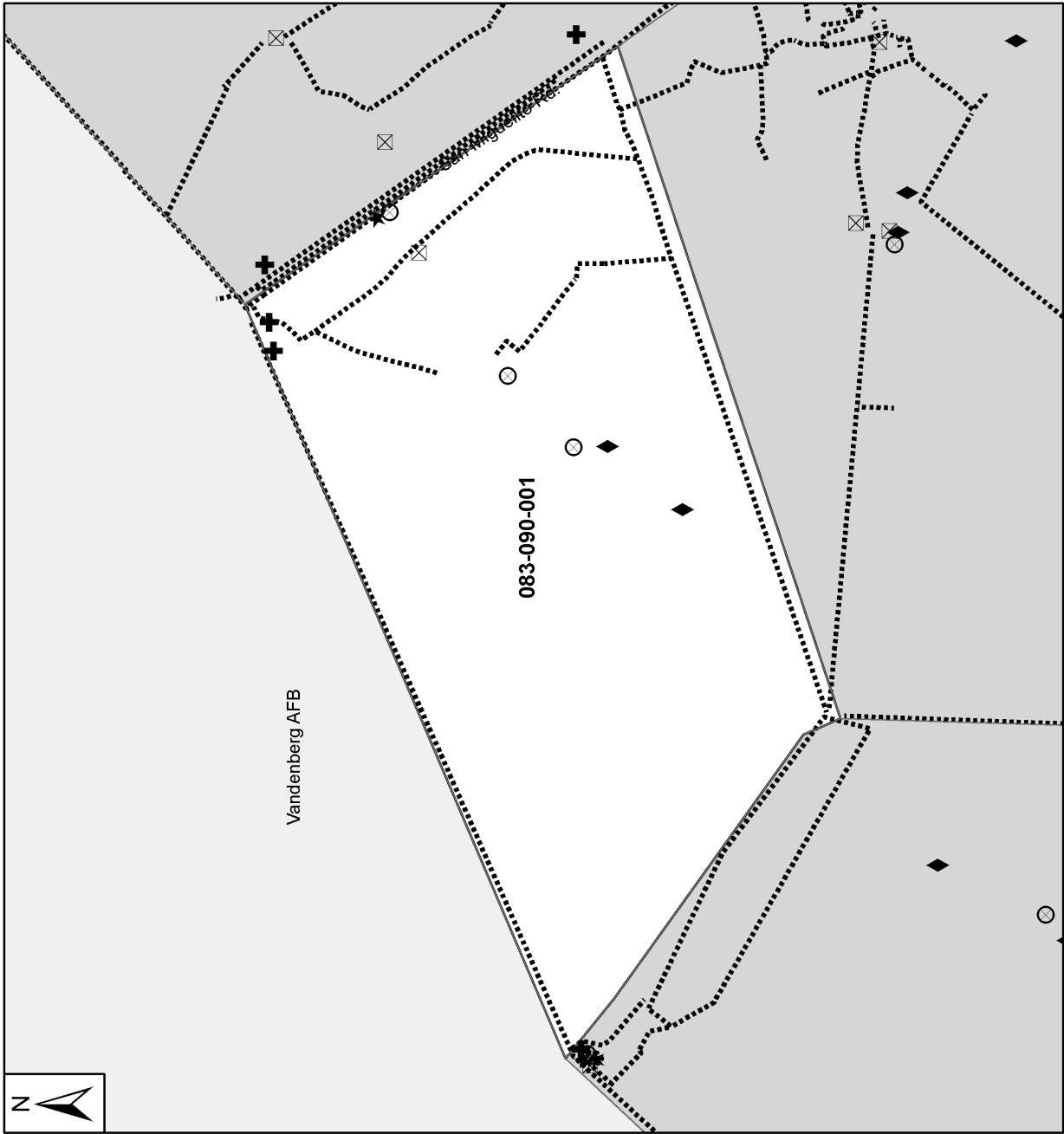


EXHIBIT D-4

EXHIBIT E
EXISTING ENCUMBRANCES

1. Map of the Subdivisions of the Ranchos Lompoc and Mission Vieja recorded in Book 1, Page 45 of Maps in the Official Records of Office of the Recorder of Santa Barbara County, State of California (the "Official Records")
2. Boundary Certification recorded October 10, 1877 in Book S, Page 138 of Deeds of the Official Records
3. Deed recorded November 30, 1880 in Book W, Page 246 of Deeds of the Official Records
4. Grant of Easement and Right of Way recorded December 17, 1941 as Recording No: 10612 in Book 540, Page 431 of the Official Records
5. Grant of Easement and Right of Way recorded May 19, 1958 as Recording No. 11383 in Book 1525, Page 294 of the Official Records
6. Short Form Land Conservation Contract recorded February 26, 1974 as Recording No. 6594 in Book 2503, Page 1127 of the Official Records

CERTIFICATE OF ACCEPTANCE

STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA

THIS IS TO CERTIFY that the interest in real property conveyed by the Amended and Restated Conservation Easement Deed, dated _____, 2021, from LEROY SCOLARI, Trustee of the LeRoy Scolari Trust dated December 21, 2018, as to an undivided 1/3 interest; GERALD E. SCOLARI AND SANDRA K. SCOLARI, as Trustees of the Gerald and Sandra Scolari Revocable Trust, dated December 29, 2001, as to an undivided 1/3 interest and ROSEBEL V. CAMERON, as Trustee of the Rosebel V. Cameron Trust, as to an undivided 1/3 interest, to the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, and THE LAND TRUST FOR SANTA BARBARA COUNTY, a California nonprofit public benefit corporation, is hereby accepted by Order of the Board of Supervisors on _____, 2021, and the County of Santa Barbara consents to the recordation thereof by its duly authorized officer.

WITNESS my hand and official seal

this _____ day of _____, 2021

By: _____
Mona Miyasato
County Executive Officer
Clerk of the Board

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Scott Greenwood
Deputy County Counsel