

SPL

**CHICAGO TITLE COMPANY
COMMERCIAL DIVISION**

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**



20170424-00053180-0 1/41

Ventura County Clerk and Recorder
MARK A. LUNN
04/24/2017 08:33:58 AM
1192160 \$144.00 VA

North American Land Trust
100 Hickory Hill Road
P.O. Box 467
Chadds Ford, PA 19317
Attn: Stephen Thor Johnson

Electronically Recorded in Official Records,
County of Ventura

52568-002-KP-SG

APNs: 685-0-051-100, 685-0-051-110, 685-0-051-120,
685-0-051-150, 685-0-051-180, 685-0-051-200,
685-0-060-135, 685-0-060-145, 685-0-060-155,
685-0-060-295, 685-0-060-305, 685-0-130-145,
685-0-140-050, 685-0-140-340, 685-0-140-395,
685-0-140-405

Space Above Line for Recorder's Use

No Transfer Tax Payable;
Consideration is \$0 (R&T § 11911)

Gift

GRANT DEED OF CONSERVATION EASEMENT AND AGREEMENT

This Grant Deed of Conservation Easement and Agreement (this "Easement" or "Conservation Easement") is entered into on APRIL 24th, 2017, by and between THE BOEING COMPANY, a Delaware corporation ("Grantor"), and NORTH AMERICAN LAND TRUST, a Pennsylvania non-profit public benefit corporation ("Grantee") (each may be referred to herein as a "Party" or collectively as the "Parties"). An index of defined terms can be found at Exhibit E.

I. Recitals

This Easement is entered into by the Parties under the following facts and circumstances:

A. Grantor is the sole fee simple owner of that certain real property consisting of nearly 2,400 acres of land in Ventura County, California (the "County"), which real property is more particularly described in Exhibit A, attached hereto (the "Property") and depicted on the map attached hereto as Exhibit B (the "Map").

B. The Property possesses significant natural, ecological, cultural, historic, aesthetic, educational, scientific, scenic, and open space values which are of importance to Grantor and Grantee, to the people of the County in which the Property is located, and to the people of the State of California (collectively, the "Conservation Values", which are more particularly defined below). Certain areas of the Property are currently improved with certain structures, some of which were part of a now discontinued historic industrial development and others of which support property management and cleanup activities at the Property. Both Parties acknowledge that such structures and cleanup activities (including building demolition) conducted as set forth in Section 5.1 represent efforts to ultimately enhance the Conservation Values at the Property.

C. In more detail, the Conservation Values of the Property include:

i. The Property possesses wildlife and habitat values of great importance and will provide high quality natural, restored or enhanced habitat for: Braunton's milkvetch (*Astragalus brauntonii*; federal endangered), Santa Susana tarplant (*Deinandra minthornii*; rare in California), San Bernardino ring-neck snake (*Diadophis punctatus* ssp. *modestus*; U.S. Forest Service sensitive species), golden eagle (*Aquila chrysaetos*; California fully protected species and federally protected under the Bald Eagle and Golden Eagle Protection Act), and San Diego desert woodrat (*Neotoma lepida* ssp. *intermedia*; California species of special concern); 18 native plant communities and at least 214 native species of plants, including without limitation, the Holly-leaf Cherry Chaparral (rare in California) and the California Walnut Woodland (imperiled in California); 125 species of birds, which have been documented on or around the Property; numerous aquatic insects, crustaceans, amphibians, and terrestrial wildlife supported by winter and spring pools at the Property; and numerous plants, bats, snakes, birds, and other wildlife supported by rock outcrops and caves at the Property. In addition, the conservation and ongoing active and passive restoration of the Property will limit and reduce habitat fragmentation, further enabling habitation by mammalian predator species (including the cougar, *Puma concolor*) that prefer larger unbroken tracts to support large home ranges, and will help limit the spread of exotic, invasive plant species. The wildlife and habitat values described in this subsection are collectively referred to herein as the "**Habitat Values.**"

ii. The Property, due to its size and location, links vital habitat corridors described as critical connectivity habitat in certain scientific studies, plans, laws and governmental policies ("**Open Space Values**").

iii. The Property is important to the Chumash, Tatavian, and Tongva Tribes. The Property likely contains important cultural resources, as described in the Baseline Documentation Report. The cultural values described in this subsection are collectively referred to herein as the "**Cultural Resources Values.**"

iv. Part of the Property has unique natural scenic beauty with significant, virtually untouched areas. Portions of the Property are adjacent to and visible from nearby parks, reserves and natural areas, such as the Santa Monica Mountains Conservancy's Sage Ranch Park and Ahmenson Ranch Property, which proximity also allows wildlife migration and ecological diversity. The Property is also viewable from Woolsey Canyon Road and other roads within the Bell Canyon, Box Canyon and Knolls communities, the American Jewish University campus, and the Dayton and Runkle Canyon developments. The scenic values described in this subsection are collectively referred to herein as the "**Scenic Values.**"

v. Portions of the Property are historically significant as a major rocket engine testing facility in connection with America's space exploration efforts. Historical operations at the Property supported numerous defense and space programs, including the Navaho, Delta, Atlas, Saturn V and the Space Shuttle Main Engine programs. These broad test capabilities played a unique and vital role in executing America's space programs supporting the successful development of both the manned and unmanned space exploration systems that established the United States as the preeminent global leader in space exploration. The testing that occurred at portions of the Property supported the efforts of the United States to pioneer space travel, launch

and place satellites around the globe, land on the Moon and establish the United States' first re-useable space transportation system. The historical values described in this subsection are collectively referred to herein as the "**Historical Resource Values.**"

vi. Controlled access to the Property provides educational, scientific, and recreational opportunities to educators, students, scientific researchers and members of the public, and supports research and observation of sensitive ecological habitats and wildlife populations. Numerous organizations have, in the past, been granted access to the Property for recreational purposes or to study sensitive ecological and biological populations, including the San Fernando Valley Audubon Society, Southwestern Herpetologist Society, Pollinator Partnership, California Native Plant Society, Santa Susana Mountain Park Association, National Park Service – Santa Monica Mountains National Recreation Area, and the University of California at Santa Barbara. To the extent permitted by this Easement, the Parties anticipate that similar access will continue for members of the public and these types of organizations in the future. The educational, scientific, and recreational values described in this subsection are collectively referred to herein as the "**Education, Scientific, and Recreation Values.**"

The values identified in the foregoing subsections are included within the definition of "**Conservation Values**", and are further documented as part of the relevant features of the Property identified in the Baseline Documentation Report.

D. Grantor currently preserves, protects, and enhances these Conservation Values by authorizing and conducting recreational, educational, and research activities on the Property, including controlled access by public groups and agencies, and, pursuant and subject to the terms of this Easement, intends to continue those activities.

E. Grantor, as the owner of the Property, owns the right to identify, preserve, protect, and enhance the Conservation Values of the Property and wishes to grant to Grantee this Easement on, over and across the Property, subject to the terms and conditions hereof, in order to ensure that the Conservation Values are preserved, protected, and maintained in perpetuity.

F. Grantee acknowledges and understands that certain areas of the Property have been contaminated by historic operations and that Grantor, the United States Department of Energy ("**DOE**"), and the National Aeronautics and Space Administration ("**NASA**") are conducting and will continue in the future to conduct Remediation work upon certain areas of the Property under the direction of State or federal regulators; that Remediation is important to and consistent with the long-term preservation, protection, and enhancement of the Conservation Values; and that this Easement will not and cannot interfere with the Remediation work that is required by State or federal regulators.

G. The State of California recognizes the public importance and validity of conservation easements by enactment of Section 815 *et seq.* of the California Civil Code and this Easement is intended to be a "conservation easement" as defined in the law.

H. Grantee is authorized to hold this Easement pursuant to California Civil Code Section 815.3. Specifically, Grantee is (i) a tax-exempt nonprofit organization qualified under section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "**IRC**"), and qualified

to do business in California; (ii) a "qualified organization" as defined in section 170(h)(3) of the IRC; and (iii) an organization which has as its primary and principal purpose and activity the protection and preservation of natural lands or resources in its natural, scenic, agricultural, forested, or open space condition or use (any organization that possesses all of these characteristics shall be referred to as a "**Qualified Organization**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

II. Grant of Conservation Easement

Pursuant to Section 815 *et seq.* of the California Civil Code, Grantor hereby grants to Grantee in perpetuity, on behalf of itself and its successors and assigns as the owner of the Property, and Grantee hereby accepts, a conservation easement in, on, over, and across the Property, in favor of Grantee and its successors and permitted assigns (as provided herein), the rights of Grantee which are set out below, and restricting in perpetuity the uses which may be made of the Property, on the following terms and conditions:

1. **Scope and Purpose of Easement.** Grantor and Grantee agree that the Property shall be managed and maintained in a manner such that any use of the Property must be consistent with preservation, protection, and maintenance in perpetuity of the Conservation Values of the Property as provided in more detail in this Easement and for the following purposes ("**Easement Purposes**"):

(i) The following are the primary purposes of this Easement (collectively, the "**Primary Purpose**") and are listed in order of priority: to preserve and protect the Habitat Values (which preservation activities shall include the Remediation), to preserve and protect the Open Space Values, and to preserve and protect the Cultural Resource Values; and

(ii) to the extent consistent with the Primary Purpose, to preserve and protect the Scenic Values, the Historic Resource Values, and the Educational, Scientific, and Recreation Values.

The Parties agree that the Remediation is important to the advancement and protection of, and therefore consistent with, the Conservation Values and can be performed in a manner that will further the long-term preservation of the Conservation Values at the Property. Such Remediation will be performed without the management, oversight, operation or control by Grantee. Grantor and Grantee agree that the Easement Purposes are consistent with Section 815.1 *et seq.* of the California Civil Code.

2. **Baseline Documentation Report.** Grantor and Grantee each acknowledge that certain biological and other physical attributes of the Property particularly relevant to the Easement are further documented in an inventory of such attributes, which is referred to hereinafter as the "**Baseline Documentation Report**", and which has been prepared by, and incorporated data from, competent biologists and geologists familiar with the Property and its environs. Grantor and Grantee each have a copy of the Baseline Documentation Report, and the Baseline Documentation Report is incorporated by reference into this Easement. The Parties agree that the Baseline Documentation Report contains an accurate representation of such

attributes of the Property at the time that this Easement is recorded and is intended to serve as an objective, though non-exclusive, information baseline for monitoring compliance with the terms of the Easement. The Parties further agree to supplement the Baseline Documentation Report twice: at one interim point during active soil Remediation and also following the completion of active soil Remediation to document the then-existing Conservation Values. The foregoing notwithstanding, if a dispute arises with respect to the nature and extent of the physical or biological condition of the Property, the Parties shall not be foreclosed from utilizing any and all other relevant documents, surveys or other evidence or information to assist in the resolution of the dispute.

3. **Rights and Responsibilities of Grantee.** The rights conveyed to Grantee by this Easement include the following:

3.1. **Preservation.** Subject to Article 5, below, Grantee shall have the right to identify, preserve and protect in perpetuity the Conservation Values of the Property (including the natural, ecological, scenic, and aesthetic features and values of the Property and the natural species, flora and fauna on the Property).

3.2. **Grantee Access.**

a) Grantee and its agents, employees, directors, officers, members, and contractors (the "**Grantee Parties**") shall have the right to access and enter upon the Property (i) once annually to monitor compliance with this Easement and (ii) more frequently, upon reasonable prior notice to Grantor under the circumstances (but at least twenty-four (24) hours when practicable) if Grantee has reasonable cause to believe that there is an Easement violation. Grantee understands and agrees that access may be restricted at certain times and in certain locations by Grantor for safety reasons or to prevent interference with Remediation activities. Before each annual monitoring visit described in clause (i) above, Grantee shall notify Grantor at least five (5) business days before such entry and shall identify the dates that Grantee wishes to enter the Property, which dates must be on a non-holiday weekday. Grantor may require that Grantee's personnel or agents be accompanied by Grantor's representatives while on the Property and if Grantee's proposed dates are not acceptable or convenient to Grantor, Grantor and Grantee shall work together to agree upon a mutually acceptable date. If Grantor fails to respond, or no such acceptable date is agreed within twenty (20) days after Grantee's request, then Grantee shall have the right to enter the Property for such time as is reasonably necessary for Grantee to conduct its annual monitoring thirty (30) days after the date of its initial notice to Grantor. Notwithstanding anything to the contrary in this Easement, the Grantee Parties may only access area(s) of the Property on which active soil Remediation is occurring if they are accompanied by a representative of Grantor. Nothing in this Easement shall limit or prohibit aerial inspection by Grantee of the Property on other occasions, provided such aerial inspection does not interfere with ground activities.

b) Nothing in this Easement shall prevent Grantee from contracting out for compliance monitoring, enforcement, or both as it may otherwise do in the normal course of its business activities. Any access of the Property by Grantee or any Grantee Parties shall be subject to the waivers set forth in Section 3.3 below and the indemnity set forth in Section 8.3(b). To the extent said waivers and indemnity are not binding on a contractor or other third party

accessing the Property at the request of Grantee, such party shall sign a release and indemnity in the form attached hereto as Exhibit C.

c) Grantee shall perform its activities on the Property in compliance with all Applicable Laws, including, the Occupational Health and Safety Act ("OSHA") or other applicable safety and/or environmental-related regulations. In addition, to protect itself from risks associated with natural hazards and dangers on the Property, Grantee shall, and shall ensure that all Grantee Parties, take reasonable precautions and use due care while on the Property, including, without limitation, wearing personal protective equipment (if necessary).

3.3. Grantee Waivers.

a) Grantee understands and acknowledges that the Property is an active remediation site and that others, including any of Grantor, NASA, DOE, State or federal regulators and their agents, contractors and representatives, will be conducting Remediation and/or inspection activities in certain areas of the Property. Grantee agrees to comply with Grantor's reasonable instructions relating to safety in and around the vicinity of the Remediation or inspection activities and hereby waives, releases and renounces, and shall cause the Grantee Parties to waive, release and renounce, any and all claims against Grantor from the failure of the Grantee Parties to comply with such instructions.

b) Grantee further understands and acknowledges that the Property provides a home for a wide variety of plants and wildlife which can be harmful or dangerous to humans if appropriate care is not taken, including poison oak, bees, ticks, scorpions, rattlesnakes, rodents, deer, coyotes, mountain lions, etc., and understands that Grantee may encounter these natural plants or wildlife when traversing the Property. Grantee accepts this Easement and acknowledges and understands that it will be provided access to the Property in its "as-is" present condition and that Grantor makes no warranty of any kind concerning the natural hazards of the Property (now or in the future) or its fitness for any purpose. Grantee hereby waives, releases and renounces, and shall cause the Grantee Parties to waive, release and renounce, any and all claims against Grantor Parties relating to the conditions, hazards or dangers of nature or natural features existing on the Property (now or in the future), including claims arising out of or alleging Grantor's fault or liability due to failure to correct such conditions or notify Grantee of such conditions, but excluding claims to the extent resulting from the intentional action or willful misconduct by any of the Grantor Parties. "**Grantor Parties**" shall mean Grantor and its agents, employees, directors, officers, members, and contractors.

c) Grantee understands and acknowledges that it is responsible for and assumes the risk of injury of the Grantee Parties that occurs during any time spent on the Property arising from any of the conditions as to which Grantee has given its waiver and release in this Section.

3.4. Easement Enforcement.

a) Grantee shall have the right to prevent any activity, or threatened activity, on the Property, or other use of the Property, that either: (1) is expressly prohibited under the terms of this Easement; or (2) is inconsistent with the applicable Conservation Values, Easement

Purposes, or both, and that is not otherwise explicitly permitted under the terms of this Easement. Grantee shall have the right to require the restoration of such areas or features of the Property that may be damaged by any such prohibited or inconsistent activity or use under the remedies set forth in this Easement, provided that such damage was not caused by a Force Majeure Event.

b) Notwithstanding anything in this Easement, Grantee has no managerial, operational, monitoring, enforcement, oversight, approval or other responsibility for any of the Remediation, for Legal Compliance in connection therewith, or for compliance with other Applicable Law, all of which is solely the responsibility of Grantor and the governmental agency or agencies having jurisdiction. For the sake of clarity, any approval right provided to Grantee in this Easement does not apply to any activity associated with Remediation or Legal Compliance in connection therewith.

3.5. Property Maintenance. This Agreement does not impose any obligation or requirement on Grantee to take any action to maintain the physical condition of the Property, including, without limitation, Remediation, Legal Compliance, roads, trails, fencing, structures or other improvements or infrastructure.

Nothing in this Easement shall be construed as giving rise, creating, or giving to Grantee any right or ability in Grantee to: (i) exercise physical or managerial control over the day-to-day operations of the Property, of any of Grantor's activities on the Property, or otherwise to be considered an "owner" or "operator," "arranger," or "transporter" or other "covered person" with respect to the Property within the meaning of the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 US Code Section 9601 *et seq.*), the environmental laws of the State of California, or any other Applicable Law concerning Hazardous Materials, including, but not limited to, the Hazardous Materials Transportation Act (49 US Code Section 6901 *et seq.*); Hazardous Substance Waste Control Law (California Health & Safety Code Section 25100 *et seq.*); Hazardous Substance Account Act (California Health & Safety Code Section 25300 *et seq.*); and any rule, regulation, or other, promulgation adopted under any of the foregoing; or (ii) have any control over Grantor's investigation, removal, remediation, abatement or ability to conduct the Remediation of Hazardous Materials located at, on, under or about the Property.

3.6. Easement Funding. Grantor agreed to fund certain anticipated costs that Grantee will incur to monitor and enforce its rights under this Easement, as described in more detail in that certain Funding Agreement by and between Grantor and Grantee dated April ___, 2017, which is incorporated by reference into this Easement ("**Easement Funding Agreement**"). Grantee shall maintain such funds in accordance with the Easement Funding Agreement.

3.7. Property Transfer. Grantee agrees that it will, without consideration, not impede any transfer of title to all or any portion of the Property to a third party or parties.

3.8. No Authorization for Public Trespass. The grant of conservation easement contained herein and its acceptance by Grantee does not authorize and is not to be construed as authorizing any person other than the Grantee Parties, including without limitation the public or any member thereof, to enter upon or use the Property or as granting to any person

other than the Grantee Parties any rights in or to the Property or the right to go upon or use the Property in any manner whatsoever. The Parties agree the purpose of this Easement is solely to restrict the uses to which the Property may be subjected and the activities which may be conducted or allowed to occur so that the Property may be kept as near as possible in its natural condition. Nothing in this Easement shall prevent Grantor from allowing public or private access (or granting public or private easements or restrictive covenants with respect) to the Property, provided such access does not violate this Easement.

4. **Prohibited Acts.** Grantor will not perform, or knowingly allow others to perform, any act or use affecting the Property in violation of the covenants or restrictions set out in this Easement except for those acts and uses permitted in this Section 4 and Section 5 of this Easement and except for those acts and uses required with respect to Remediation, Stormwater Management, or Legal Compliance. Grantor authorizes Grantee to enforce these covenants. Grantor understands that nothing in this Easement relieves Grantor of any obligation or restriction on the use of the Property imposed by Applicable Law.

Subject to the limitations set forth in the first paragraph of this Article 4, the covenants and restrictions imposed upon the use of the Property and on Grantor and its successors and assigns are as follows:

4.1. Human habitation or overnight occupancy, whether temporary or permanent, or any other residential use, is prohibited, and no buildings shall be constructed or used for such purpose, including without limitation, any building or structure used as a home, house, residence, hotel, apartment, condominium, townhome, cabin, or other lodging (**"Residential Use"**).

4.2. No industrial or commercial buildings or industrial or commercial uses of any kind or nature shall be permitted or constructed, except for the buildings, structures, equipment, roads and other improvements (i) currently existing on at the Property as of the Effective Date (**"Existing Improvements"**); (ii) that Grantor determines are needed in connection with its Remediation, Stormwater Management, Existing Improvements Maintenance or Legal Compliance; or (iii) as set forth in an approved Resource Plan, that are not designed or used for a Residential Use and not inconsistent with the future use of the Property as open space and for educational, scientific, and recreational uses (e.g., public restrooms, education or historical centers, or Native American cultural center).

4.3. Without limitation of the foregoing, no buildings shall be constructed except as expressly permitted in this Easement.

4.4. There shall not be constructed, cut, created, paved with impervious material or placed on the Property any new road, driveway, cartway, path or other means or right of passage across or upon the Property except as necessary for the exercise of any activities or uses (i) as provided in an approved Resource Plan; (ii) in connection with Remediation, Stormwater Management or Legal Compliance; (iii) permitted in an easement, license, access agreement or similar right in effect prior to the Effective Date; or (iv) for any other purpose not stated in (i)-(iii) with the prior approval of Grantee.

4.5. No agricultural or aquatic uses (including the use or cultivation of gardens) to grow, raise, catch or capture any food or other substances of any kind or nature whatsoever for human consumption shall be permitted.

4.6. No use of the Property for hunting, fishing or gathering of food for human consumption of any kind shall be permitted and Grantor shall post signs, to the same extent as is common in State or regional parks in the vicinity, in appropriate locations on the Property, giving notice to occupants and trespassers that such uses are prohibited.

4.7. No use for human consumption of groundwater, surface water, run-off, or other water shall be permitted on the Property.

4.8. The Property may not be used as open space for purposes of obtaining or qualifying for governmental approval of any subdivision or development on lands outside the boundaries of the Property. Without limitation on the foregoing, the Property may not be used in the calculation of the amount or density of housing units or other construction for development or other impervious ground coverage on lands outside the boundaries of the Property.

4.9. No use of the Property which will materially alter the Conservation Values shall be permitted, except for those uses specified in this Section 4 or Section 5 of this Easement.

4.10. No filling, excavating, dredging, surface mining, drilling or any removal of topsoil, sand, gravel, rock, peat, gas, oil, coal, other minerals or other materials, upon or from the Property shall be permitted, except for those uses specified in this Section 4 or Section 5 of this Easement.

4.11. All activity on the Property shall be conducted in a manner designed to minimize, to the extent reasonably practicable, the occurrence of soil erosion and sedimentation.

4.12. No dumping of ashes, trash, or garbage at any place on, under or within the Property shall be permitted, except for (a) refuse generated on the Property that may be stored in appropriate waste receptacles on the Property prior to removal from the Property; and/or (b) storage of waste or other materials in connection with the Remediation and/or Stormwater Management (i.e., temporary onsite storage pending analytical testing, or in-situ / ex-situ remediation of contaminated soils).

4.13. No extraction of natural resources from the Property shall be permitted, except for (i) the extraction of water necessary for Remediation, restoration activities, Stormwater Management, Legal Compliance, non-agricultural irrigation or dust suppression, aquifer recharge, emergency or other on-site non-human consumption purposes necessary or appropriate for the fulfillment of the Easement Purposes (such as providing water sources for native wildlife habitat); or (ii) extraction pursuant to mineral interests conveyed to or retained by third parties prior to Grantor's acquisition of the Property.

4.14. No clearing, cutting or removal of live trees or other vegetation or natural detritus shall be permitted except:

a) cutting and removing trees that have been damaged or disturbed by forces of nature or by disease or that is evidently at risk of falling if such tree is in a condition and location that has injured or threatens injury to persons or other property, or blocks or threatens to block a trail, road or other means of access to any part of the Property, or blocks or threatens to block drainage; or

b) as required for fire protection, the management of invasive species, and similar protective measures (i) required in the Ventura County Fire Code; or (ii) approved by Grantee in its reasonable discretion and consistent with the Easement Purposes; or

c) in accordance with an approved Resource Plan.

4.15. The Property shall be preserved in a natural condition except for the uses and activities otherwise permitted by this Easement, or except as set forth in an approved Resource Plan.

4.16. The prohibitions and restrictions in this Easement shall be considered cumulative. No prohibition or restriction contained herein shall be interpreted as a limitation on the meaning, effect, interpretation or enforceability of another prohibitive or restrictive provision except as may be expressly stated otherwise.

5. **Rights Reserved by Grantor.** Notwithstanding the provisions of Section 4 above, the following rights of use are excepted from this grant and expressly reserved to Grantor and its successors, permittees and assigns, including without limitation DOE and NASA (the "**Reserved Rights**"), which may be exercised without the acquiescence or permission of Grantee, except as otherwise expressly set forth herein. The uses and activities specifically described herein do not constitute an exclusive list of permitted uses. The Reserved Rights include the following:

5.1. Grantor may conduct any and all "**Remediation**", which is defined as activities required by the California Department of Toxic Control ("**DTSC**"), the Los Angeles Regional Water Quality Control Board ("**RWQCB**"), or any other state, federal or local regulatory authority with jurisdiction over the Property by statute, regulations, or other direction, for any environmental investigation, cleanup or restoration of the Property or necessary due to contamination originating from the Property, which may, without limitation, include any or all of the following:

a) implementation of remedial action plans, including without limitation any and all restoration and mitigation activities;

b) soil and sediment sampling, excavation and transport;

c) groundwater monitoring and sampling (including the installation of additional groundwater monitor wells, or treatment or control facilities);

d) soil vapor sampling;

e) surface water monitoring and sampling;

f) construction and long-term operation, monitoring and maintenance of environmental treatment systems, including without limitation use of solar or wind power arrays to provide power for onsite treatment systems;

g) long-term maintenance of caps or other covers;

h) monitoring and maintenance of restoration plans;

i) well abandonment or maintenance/repair;

j) demolition of stormwater treatment system and related facilities and infrastructure;

k) topographic or resource surveys;

l) maintenance, demolition or construction of equipment, roads, structures, buildings, infrastructure or other improvements associated with Remediation;

m) use of onsite soil from up to six (6) areas of undeveloped land previously designated by Boeing and totaling approximately 20 acres, as potential borrow areas to be used as fill for Boeing's Remediation areas ("**Soil Borrow Pits**");

n) onsite temporary treatment, storage or deposition of waste materials generated in connection with the Remediation and any associated maintenance;

o) onsite long term storage of non-hazardous waste materials generated in connection with the Remediation and any associated maintenance;

p) staging or soil stockpile areas (which includes, but is not limited to, equipment, trucks, demolition debris, and containers for waste);

q) air monitoring stations;

r) additional weather monitor stations; and

s) constructing any and all buildings, structures, infrastructure and other improvements that Grantor determines are needed for performance of the Remediation.

Grantor shall provide Grantee access to or copies of the final, approved Remediation work plans and amendments or updates within a reasonable time following approval.

5.2. Grantor may conduct any and all work required by Applicable Law in connection with the Remediation, Stormwater Management, presence of Hazardous Materials, or demolition of buildings and infrastructure at the Property ("**Legal Compliance**") without the approval of Grantee; provided that work required for Legal Compliance is not exempt from the obligation to obtain Grantee's approval if the work arises as a condition to issuance of any permit for construction, use or other activity for which Grantee's approval is required in this Easement (e.g., Resource Plan);

5.3. Grantor may conduct activities related to stormwater management as necessary for compliance with Grantor's permits for Remediation and other activities permitted under this Easement or for the abatement of erosion ("**Stormwater Management**"), including without limitation, monitoring and sampling stormwater and installing stormwater controls, and constructing any and all structures, infrastructure and other improvements that Grantor determines are needed to accomplish Stormwater Management;

5.4. Grantor may engage in any of the following activities and uses:

a) Conduct activities related to fire protection including, without limitation, removal of dead, dying or diseased vegetation and similar protective measures (i) required in the Ventura County Fire Code; or (ii) approved by Grantee in its reasonable discretion and consistent with the Easement Purposes;

b) Construct any and all buildings, structures, infrastructure and other improvements that are needed for Legal Compliance;

c) Maintain, restore, repair and/or demolish the Existing Improvements ("**Existing Improvements Maintenance**");

d) Maintain, restore, repair and/or demolish new buildings, structures or any other improvements constructed in connection with any Legal Compliance effort(s) or as otherwise permitted in an approved Resource Plan;

e) Maintain, repair and replace all existing fences on the Property and, if necessary in connection with any activities or uses permitted herein or as provided in an approved Resource Plan, add new fences (that do not unreasonably impair wildlife movement);

f) Maintain, repair or replace all existing roads and trails on the Property;

g) Add new roads or trails where such new roads or trails are necessary for the exercise of any activities or uses (i) as provided in an approved Resource Plan; (ii) in connection with Remediation, Stormwater Management or Legal Compliance; (iii) permitted in an easement, license, access agreement or similar right in effect prior to the Effective Date; or (iv) for any other purpose not stated in (i)-(iii) with the prior approval of Grantee;

h) The County may take actions at the Property related to fire protection that are not within Grantor's control, including the creation of new roads and trails, to the extent such action may be taken pursuant to legal authority without the exercise of eminent domain or consent of Grantor;

i) Establish, maintain, preserve, and protect appropriate buffers, fences or walls around any cultural, historical or archaeological sites located on the Property for the protection of such sites;

j) Authorize access to and performance of noninvasive studies at the Property requested by the Santa Susana Native American Council, including Native American monitors;

k) Construct any and all buildings, structures, infrastructure, and other improvements that are not used or designed for a Residential Use and (i) are approved in a Resource Plan and fulfill the intended future use of the Property and Easement Purposes as open space and for educational, scientific, and recreational uses as set forth in an approved Resource Plan (e.g., public restrooms, education or historical centers, or Native American cultural center); (ii) are permitted in an easement, license, access agreement or similar right in effect prior to the Effective Date; or (iii) Grantor determines are necessary to accomplish Remediation, Stormwater Management or Legal Compliance;

l) Authorize recreational, research, or educational uses that are consistent with the Easement Purposes and do not require excavation or the construction or installation of buildings or other improvements (unless otherwise permitted by this Easement), including but not limited to, environmental research and studies, bird watching, hiking, art, photography, mountain biking on existing roads/trails and picnicking;

m) Remove or control (i) invasive non-native plant species approved by Grantee in its reasonable discretion and consistent with the Easement Purposes; and (ii) feral or nonnative animal species: (A) as provided in an approved Resource Plan or (B) in emergencies when an animal poses an imminent danger to human safety;

n) Place signs at the Property that: (i) identify the Property; (ii) are related to the open space conservation and public uses of the Property; (iii) are necessary to mark the boundary of the Property or to prevent trespass; (iv) are necessary to provide directional or interpretive information; (v) are related to historical use or activities; (vi) give warnings related to on Property safety; (vii) are related to the Remediation; or (viii) are otherwise reasonably approved by Grantee;

o) Engage in activities designed to restore, preserve, protect or improve natural features of the Property, including but not limited to the native habitat;

p) Allow access to the Property without construction or expansion of roads or trails, including for educational, recreational, and scientific purposes, or as permitted in an easement, license, access agreement or similar right in effect prior to the Effective Date;

q) Allow third parties to exercise rights on the Property granted to them prior to the Effective Date in a fully executed easement, license, access agreement or similar right and that have been disclosed in the Baseline Documentation Report if they are known to Grantor as of the Effective Date; and

r) In addition to the above-listed specifically Reserved Rights (and without limiting any of Grantor's rights in this Easement), the right to perform any act or exercise any right not specifically prohibited or limited by this Easement that is not inconsistent with the Easement Purposes and that will have no material adverse effect on the Conservation Values.

5.5. Notwithstanding anything in this Easement to the contrary, any new building must (i) be approved in a Resource Plan, except for building(s): (1) related to Remediation, Stormwater Management or Legal Compliance or (2) having a ground coverage area of less than 200 square feet and not visible from a public right of way; (ii) not be designed

or used for a Residential Use; and (iii) be subject to engineering controls as required by the Ventura County Planning Department. The term "**building**" shall mean any structure constructed on, attached to, parked on, or placed on the ground and that has a roof, but shall not include de minimis structures such as bird houses or bat houses installed to promote biological diversity or research.

5.6. Future Land Use Easements. Grantor reserves the right to grant one or more conservation easements, land use restrictions, or other restrictive covenants on the Property, including without limitation open space easements and grantor-grantee negative covenants, to one or more entities qualified to hold such instruments under any of the following laws: California Government Code Sections 51070 through 51097, Civil Code Section 1468, Civil Code Section 1471, or Civil Code Section 815 *et seq.*, as the same may be amended or replaced from time to time. Grantor agrees to consult with Grantee at least thirty (30) days in advance of granting any such easements, restrictions or covenants. Such future easements, restrictions and covenants shall not permit or authorize any activity or use of the Property that is inconsistent with this Easement or the Easement Purposes and shall be expressly subject and subordinate to this Easement.

6. **Resource Plan.**

6.1. As stated elsewhere in this Easement, certain specific uses and practices permitted upon the Property (other than Remediation, Stormwater Management or Legal Compliance) may be engaged in if set forth in a written resource plan ("**Resource Plan**"). A Resource Plan must be completed prior to Grantor engaging in or permitting others to engage in any use or activity that this Easement requires to be subject to the Resource Plan. The Resource Plan shall include maps, plans, and other information on the topographic, ecological and cultural resources of the area where the proposed activity or use will be conducted, the anticipated time, location, nature, and extent in which the activity or use will be conducted, any alterations to the landscape that will be required by the activity or use, and any other relevant information regarding the activity or use requested by Grantee as may be necessary for considering the potential impacts of the proposed activity or use on the Conservation Values. The Resource Plan must be approved by Grantee in accordance with the provisions of Article 18. Any update, modification or addition to a Resource Plan (each, an "**Amendment to Resource Plan**") must be in writing and must be approved or deemed approved by Grantee in accordance with the provisions of Article 18.

6.2. For those uses of the Property addressed by a Resource Plan, the Resource Plan will determine the nature, extent and location of the specified uses, and such uses shall only be carried out as provided in the Resource Plan. Apart from approving the Resource Plan, which shall be consistent with the Easement Purposes, the right and obligation to manage and operate the Property and to comply with the Resource Plan shall rest entirely with Grantor. Nothing in this Easement is intended or shall be deemed to require Grantor to undertake any use or activity addressed or permitted under a Resource Plan.

6.3. The Resource Plan shall, when approved by Grantee, be deemed incorporated into this Easement and shall be enforceable by Grantee as if expressly set forth in this Easement.

6.4. If at any time the Property is divided and portions of the Property are held by different fee owners, then an applicable Resource Plan as it exists at the time of such division of the Property shall automatically become the Resource Plan for each of the separated portions of the Property, to the extent applicable thereto, and shall thereafter be subject to amendment from time to time as to each portion of the Property by mutual agreement of Grantee and the then-fee owner of only such affected portion of the Property in furtherance of the Easement Purposes.

7. **Access Agreements and Remediation.** The Parties acknowledge that: (a) Grantor has entered into, and may in the future enter into, certain unrecorded agreements with DOE and NASA, among others, granting limited access ("**Access Agreements**") to the Property for Remediation, Stormwater Management, Legal Compliance or emergency exit purposes and that these Access Agreements shall not be subject to this Conservation Easement and may be amended in the future if consistent with those same limited purposes; and (b) that DOE and NASA shall have the same rights to conduct Remediation as have been reserved by Grantor. Aside from the Access Agreements, Grantor has not otherwise previously provided access rights to the Property. Nothing in this Easement shall be construed to obligate Grantor (or to entitle Grantee to bring any action against Grantor) to revise or amend the Access Agreements. Grantor has provided to Grantee for inclusion in the Baseline Documentation Report all Access Agreements in existence on the Effective Date and shall promptly provide to Grantee copies of all Access Agreements and amendments entered into after the Effective Date.

8. **Costs, Remediation and Indemnification.**

8.1. **Costs, Legal Requirements.** Subject to Sections 3.3 and 8.2 of this Easement, as between Grantor and Grantee, Grantor retains all responsibilities and shall bear all costs of any kind related to the ownership, operation, upkeep, and maintenance of the Property and for compliance with any statutes, laws, ordinances, rules, regulations, codes, orders, or other legally enforceable restrictions or requirements applicable to the Property which have been (either now or in the future) enacted or otherwise promulgated by any federal, state, county, municipal, or other governmental agency, board, bureau, commission, court, department or other official body (whether legislative, administrative, or judicial) (in each case, an "**Applicable Law**"); provided, however, that this obligation does not abrogate, terminate or extinguish this Easement or any material covenant, right, remedy or restriction in this Easement. As between Grantor and Grantee, Grantor remains solely responsible for obtaining any applicable governmental permit or approval for any activity or use on or with respect to the Property permitted by this Easement.

a) **Remediation.** As between Grantor and Grantee, each Grantor shall be liable for and responsible to remediate, as required by Applicable Law, any environmental conditions of any kind or nature on, under or affecting the Property caused or occurring during the period of such Grantor's ownership of the Property, including the presence or release of any of the following: wastes, materials, chemicals or other substances (whether in the form of liquids, solids or gasses, and whether or not airborne) which are ignitable, reactive, corrosive, toxic or radioactive or which are deemed to be pollutants, contaminants, or hazardous or toxic substances under or pursuant to any Applicable Law or which are to any extent regulated by, or form the basis of liability under, or are otherwise under the authority of any Applicable Law (in

each case, a "**Hazardous Material**"), including (but not limited to) petroleum-based products, and any material containing or producing any polychlorinated biphenyl, dioxin, or asbestos, as well as any biocide, herbicide, insecticide, or other agrichemical; provided, however, that Grantor is not liable or responsible for environmental conditions to the extent arising from or related to any Hazardous Materials brought onto, or discharged and/or disturbed on, the Property by any of the Grantee Parties.

8.2. Indemnification.

a) Subject to the limitations set forth in Section 3.3, Grantor covenants and agrees to indemnify, defend, reimburse, and hold harmless Grantee, its directors, officers and employees (each a "**Grantee Indemnified Party**" and collectively "**Grantee Indemnified Parties**") from, for and against any Loss suffered, paid or incurred by any Grantee Indemnified Party to the extent such Loss is due to an Indemnified Cause. A "**Loss**" shall mean any claim, loss, cost, liability, penalty, fine, damage or expense which has been asserted against Grantee or a Grantee Indemnified Party by an entity other than Grantee, a Grantee Indemnified Party, Grantor, or a Grantor Indemnified Party. The term "**cost**" shall include, but shall not be limited to, reasonable attorneys' fees and witness and court fees. An "**Indemnified Cause**" shall mean any of the following: (i) the violation or alleged violation of Applicable Law in, upon or involving the Property caused by Grantor or anyone acting by, for, through or under the direction of Grantor, including but not limited to any tenant, contractor, agent, licensee or invitee of Grantor; (ii) any tax or assessment upon the Property or upon this Easement or the rights it represents or that it grants to Grantee; (iii) any death or injury to any person occurring on the Property; (iv) any lien or attempts to enforce a lien asserted against the Property, except for a lien caused by Grantee; (v) any loss or damage to any property on the Property; or (vi) any lawsuit or governmental administrative or law enforcement action which is commenced or threatened against a Grantee Indemnified Party or to which any Grantee Indemnified Party is made a party or called as a witness; but notwithstanding the foregoing, "**Indemnified Cause**" shall not, as to any Grantee Indemnified Party, include any Loss to the extent it results from any act or acts which have been the result of the bad faith, negligence or willful misconduct by the Grantee Indemnified Party. It is further agreed that no Grantor shall have an indemnification obligation or liability under this Section as to any Indemnified Cause which arises entirely and solely from events which occurred after such Grantor is no longer the legal owner of the Property or any part thereof (it being understood that one or more subsequent owners shall have such indemnification, defense, reimbursement, and holding harmless obligation as Grantor).

b) Grantee agrees to indemnify, protect, defend, and hold Grantor, its officers, directors, members, employees, contractors, invitees, legal representatives, agents, and each of their heirs, successors, and assigns (collectively, for purposes of this Section, "**Grantor Indemnified Parties**") harmless from and against all liabilities, costs, losses, orders, liens, penalties, damages, expenses, causes of action, claims, demands, or judgments, fees, fines, or other expenses including reasonable attorneys', consultants' and experts' fees, and court costs, arising from or in any way connected with any third-party claims arising out of negligent or intentional actions on the Property by Grantee or the Grantee Parties, including without limitation any injury to or the death of any person, or physical damage to any property resulting from such negligence or intentional action.

9. **Force Majeure.** Nothing in this Easement shall be construed to obligate Grantor (or to entitle Grantee to bring any action against Grantor) to abate, correct, or restore any condition on the Property or to recover damages for any injury to or change in the Property resulting from causes beyond Grantor's reasonable control, including, without limitation, fire, flood, storm, and earth movement, or for acts of wild or feral animals, or for acts of trespassers that Grantor could not have reasonably anticipated and prevented, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes (each a "**Force Majeure Event**").

10. **Disputes / Enforcement / Remedies.**

10.1. In the event of an alleged violation by Grantor of the terms of this Easement, Grantee shall give Grantor written notice of the alleged violation and shall allow Grantor a period of time (the "**Cure Period**") in which to correct the violation and restore the Property to its condition before the violation before triggering the dispute resolution process described below, filing any legal action or exercising any other remedies for such violation (except inspection and monitoring which shall not be deferred). The Cure Period shall be sixty (60) days from the date notice of violation is sent from Grantee to Grantor. The Cure Period may continue beyond such sixty (60)-day period if Grantor commences the cure within the initial sixty (60)-day period according to a plan for cure to which Grantor and Grantee have agreed in writing during such sixty (60)-day period and only for so long as Grantor continues thereafter to use diligent efforts and due diligence to complete the cure.

10.2. If the Parties are unable to resolve the dispute during the Cure Period, then the Parties shall make good faith efforts to resolve the dispute consistent with this Easement during the sixty (60)-day period following the Cure Period (the "**Dispute Resolution Period**"). Promptly following the expiration of the Cure Period, the Parties shall arrange a meeting or conference telephone or video call among representatives of the Parties. If the Parties are unable to resolve the dispute during the Dispute Resolution Period, then either Party may pursue all available equitable or legal remedies available to such Party.

10.3. If the Parties are unable to resolve the dispute informally during the Cure Period or the Dispute Resolution Period, and Grantee determines that a violation may have occurred or has occurred, Grantee may seek or pursue any remedy available pursuant to this Easement and Applicable Law, including but not limited to, an injunction to stop such violation, temporarily or permanently. Nothing in this Article 10 relieves Grantee from proving the elements required by a court of competent jurisdiction to obtain injunctive relief. Once legal proceedings have been initiated, Grantee may also seek an injunction requiring Grantor to restore, or pay for the restoration of, the Property to its condition before the violation. Grantee need not prove that monetary damages are inadequate to pursue specific enforcement of this Easement and seek an injunction against Grantor to stop or remedy a violation. The failure of Grantee to discover a violation or to take immediate action shall not bar it from doing so at a later time, so long as it is within the applicable Statute of Limitations. Grantee's remedies described in this Section are cumulative and are in addition to all remedies now or in the future existing at law or in equity. Furthermore, the provisions of Sections 815-816 of the California Civil Code are incorporated by this reference and this Easement shall include and not be limited by the rights and remedies set forth in Sections 815-816 of the California Civil Code.

10.4. Notwithstanding anything in this Easement to the contrary and without limitation of any other rights and remedies of Grantee, if Grantee in its reasonable discretion determines or has reasonable cause to believe that there has occurred a violation that requires immediate action to prevent or mitigate a material and imminent threat of irreparable harm to the Conservation Values or if Grantee is denied entry to inspect all or any part of the Property after complying with the access requirements of Section 3.2 (excluding areas of the Property to which Grantee may reasonably be denied access during Remediation activities), Grantee may immediately pursue injunctive relief available pursuant to this Conservation Easement and Applicable Law. Grantee must make a good faith effort to notify Grantor prior to seeking any such injunctive relief.

10.5. Grantee shall have the right, without limitation of any rights herein as against Grantor, to assert and enforce any of the rights and remedies in this Easement against any person or entity other than Grantor that engages in any action upon the Property that constitutes a violation of any of the covenants or restrictions of this Easement, whether such person or entity enters upon the Property as a tenant, guest or invitee of Grantor, by an act of trespass or by any claim of right.

10.6. If Grantor fails to pay prior to delinquency any assessments, fees, fines, levies, penalties, taxes, and other charges imposed by a government, governmental agency, or governmental authority that can become a lien on the Property or upon this Easement or the rights it represents or that it grants to Grantee (collectively, "**Governmental Charges**"), Grantee may, but shall have no obligation to, pay such Governmental Charges or any part thereof if Grantor fails to make such payment within thirty (30) days after receipt of written notice from Grantee (which notice shall be accompanied by reasonable evidence of the amounts owing), according to any valid bill or statement procured from the appropriate public office. If Grantee makes any such payment, Grantee shall concurrently notify Grantor of the same. Payment made by Grantee shall bear interest from the date of payment until Grantee is paid by Grantor at the rate of ten percent (10%) per annum or at the highest rate of interest per annum as is allowed by Applicable Law, whichever is less.

10.7. In the event that Grantee acts to enforce this Easement or any obligation hereunder, all reasonable expenses (including reasonable attorneys' fees) incurred by Grantee (i) necessary to inspect and evaluate the violation, or (ii) pursuant to a court action or proceeding after or to prepare for such action or proceeding, or (iii) both (i) and (ii), shall be charged to and paid by Grantor, if it is later agreed by the Parties or determined by a court that a violation of the Easement occurred; except, however, that Grantor shall not be responsible to Grantee for costs of a frivolous action by Grantee or an action brought in bad faith by Grantee, as determined by a court of competent jurisdiction. All such reasonable expenses, together with costs of collection (including reasonable attorneys' fees), shall be recoverable by Grantee and be subject to collection by all lawful means for the collection of a debt under the law of the state in which the Property is located.

10.8. Grantor acknowledges that for the fulfillment of Grantor's purposes and intentions for this Easement, Grantor requires Grantee to accept perpetual obligations for the interpretation and enforcement of this Easement and to that end Grantee must maintain its financial capacity to enforce this Easement. It is therefore agreed that, should Grantor or anyone

acting by, through, under or on behalf of Grantor, commence litigation against Grantee to enforce any rights hereunder or to dispute any actions or inaction of Grantee, to enforce any alleged duty or obligation of Grantee hereunder or to seek damages or specific performance against Grantee then unless Grantee is finally determined by a court of competent jurisdiction, beyond right of appeal, to have acted contrary to the terms of this Easement and to have failed to exercise reasonable judgment taking into account the Easement Purposes, the Conservation Values, and the circumstances of which Grantee had actual knowledge at the relevant time, then Grantor shall reimburse Grantee for all reasonable costs and expenses, including attorney's fees, reasonably incurred by Grantee in its defense in such litigation. Grantee shall not be considered to have failed to exercise reasonable judgment as aforesaid solely based on the fact that Grantee did not or does not prevail in the relevant legal proceedings.

11. **Effect of Waiver.** Grantee's waiver of the breach of any one term, covenant, or provision of this Easement shall not be a waiver of a subsequent breach of the same term, covenant, or provision of this Easement or of the breach of any other term, covenant, or provision of this Easement. No delay or omission in the exercise of any right or remedy on any breach by Grantor (or its agents, employees, directors, officers, members or contractors) shall impair such right or remedy or be construed as a waiver.

12. **No Voluntary Transfer by Grantee; Involuntary Transfer.**

12.1. Grantee may not assign, convey or transfer any rights or interest in this Easement without the prior written approval of Grantor, which approval shall not be unreasonably withheld. Any transfer of Grantee's interest in this Easement may only be made to a Qualified Organization, and only following the prior written approval of the California Attorney General, provided that such approval shall not be unreasonably withheld, conditioned, or delayed.

12.2. If at any time Grantee is unable to enforce this Easement or if Grantee or any successor or assignee of Grantee's rights under this Easement ceases to exist or ceases to be a Qualified Organization and if, within a reasonable period of time after the occurrence of any of these events, Grantee or any successor or assignee fails to assign all of its rights and responsibilities under this Easement to a Qualified Organization approved by Grantor, then the rights and responsibilities under this Easement shall become vested in and fall upon another Qualified Organization in accordance with a proceeding before, and the order of, any court of competent jurisdiction or prior approval of the California Attorney General.

13. **Grantor's Transfer of Property Interest.** Any time Grantor intends to transfer all or part of the Property, or any interest in it, to any third party, or otherwise, Grantor shall notify Grantee in writing at least sixty (60) days before the transfer of the Property or interest. For clarification purposes, Grantee shall not have the right, and Grantor need not request Grantee, to approve any transfer of the Property or any part thereof or any interest in it; provided, however, if the transfer of the Property or interest is to a Native American Tribe, Grantee's approval of such transfer shall be required, unless such Tribe waives its sovereign immunity with respect to this Easement. The document of conveyance shall expressly incorporate this Easement by reference and expressly make any such transfer expressly subject to this Easement and its terms, conditions and restrictions. Failure of Grantor to comply with the terms of this

Section shall not impair the validity of this Easement or limit its enforceability in any way. All successive owners of the Property (or any portion thereof) shall be bound by this Easement and the terms and covenants contained herein relating to the portion of the Property owned by such owner(s). Notwithstanding anything in this Easement to the contrary, any Grantor shall be and remain liable, even after ownership has been transferred, for any breach or violation of this Easement by such Grantor if, but only if, such breach or violation occurred during such time as such Grantor held fee title of the entire Property or that part of the Property on which the breach or violation occurred.

14. **Binding on Successors and Assigns.** All provisions of this Easement shall run with the land described herein and shall be binding on the Parties hereto, Grantor's successors, permittees and assigns (except to the extent that liability and indemnity obligations are limited to a particular Grantor as provided in Sections 8.1(a), 8.2(a) and 13 above), and Grantee's successors and assigns which are approved as provided in Section 12.

15. **Amendment of Easement.** This Easement may be amended only with the written consent of Grantee and Grantor (or Grantee's or Grantor's successor in interest, if any) that is the owner of the portion of the Property to which the amendment applies, including without limitation, amendments to protect additional Conservation Values at the Property resulting from the Remediation. Any amendment which does not have the sole purpose of protecting additional Conservation Values or increasing the amount of land protected by this Easement must be approved by the California Attorney General. Any amendment must be consistent with the Easement Purposes and must comply with the California Civil Code, and any regulations promulgated in accordance therewith. Any amendment must also be consistent with other California law governing conservation easements.

16. **Grantor's Title Warranty.** Grantor represents and warrants that: (a) Grantor has fee simple title to the Property, free from any and all liens or encumbrances that any lender has made, or agreed to make, that is or may be superior to this Easement or that must, as a matter of law, give consent in order to be legally bound by this Easement; and (b) all mortgages, deeds of trust and other liens or encumbrances upon all or any part of the Property which either come into existence or are recorded in the place for the recording of such liens or encumbrances after the date of this Easement will be subject to and subordinate to this Easement.

17. **Extinguishment.**

17.1. It is the intention of the Parties that no change in the use of properties adjoining or in the vicinity of the Property will at any time or in any event result in the extinguishment of any of the covenants, restrictions or easements contained in this Easement. However, if any cause or circumstance gives rise to the extinguishment of this Easement or a material term or provision hereof by judicial proceeding in accordance with Applicable Law, then Grantee, on the first subsequent sale, exchange or involuntary conversion of the Property, shall be entitled to ninety percent (90%) of the proceeds remaining following the reduction of any of the reasonable expenses incurred by Grantor during the Property sale. All such proceeds received by Grantee shall be used in a manner consistent with the Easement Purposes.

17.2. Whenever all or part of the Property is taken by exercise of eminent domain by public, corporate or other authority so as to abrogate any material restrictions imposed by this Easement, Grantor and Grantee shall join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking. In the alternative Grantee may consent in its sole discretion and on terms approved by Grantee to a deed in lieu of condemnation which results in the abrogation of material restrictions imposed by this Easement. Grantee shall be entitled to ninety percent (90%) of the recovered proceeds from condemnation or deed in lieu of condemnation, if any, and shall use such proceeds in a manner consistent with the Easement Purposes. All reasonable expenses incurred by Grantor and Grantee, including reasonable attorneys' fees, in any such action or deed in lieu of imminent condemnation shall be paid out of their respective share of the recovered proceeds.

17.3. The respective rights of Grantor and Grantee in this Article 17 shall be in addition to and not in limitation of any rights they may have in common law with respect to a modification or termination of this Easement by reason of changed conditions or the exercise of powers of eminent domain as aforesaid.

18. **Approvals by Grantee.** None of the rights for which the approval of Grantee is expressly required in this Easement ("**Conditional Rights**") may be exercised or undertaken unless Grantor has first satisfied the conditions and requirements in this Article 18. For clarity, the right of Grantor, DOE, and NASA to conduct the Remediation, Legal Compliance (except as expressly limited by Section 5.2), and Stormwater Management is not subject to this Section. The Conditional Rights are summarized in Exhibit D, attached hereto.

18.1. Grantee must be satisfied, as evidenced by its prior written approval of Grantor's proposed exercise of a Conditional Right, that any use or activity done in the exercise of the Conditional Right will meet the requirements and conditions for such Conditional Right and will have no material adverse effect on the Easement Purposes or on the Conservation Values. Notwithstanding anything in this Easement to the contrary, if Grantor undertakes to exercise a Conditional Right without prior approval of Grantee and such approval is expressly required under this Easement, then such exercise of the Conditional Right by Grantor may be treated by Grantee, in Grantee's sole discretion, as an action that was prohibited by this Easement as fully as if the Conditional Right was not contained in, or reserved to Grantor under, this Easement (however, Grantor shall thereafter have the right to seek Grantee's approval for the Conditional Right in question). Should Grantee elect, in its discretion, to decline to assert this prohibition and to waive a violation of the Conservation Easement arising solely from Grantor's failure to seek and obtain Grantee's approval before exercising a Conditional Right, Grantee shall not be thereby obligated to do so in any future circumstance or event and Grantee's waiver shall not be construed to require any waiver in a subsequent instance.

18.2. Notwithstanding the foregoing, in the event the Property is affected or in imminent danger of being affected by casualty damage resulting from a Force Majeure Event then the prior approval requirements of this Easement shall be waived as to any action that would otherwise require such approval but which must be undertaken by Grantor immediately in order to prevent loss, damage or injury to persons or property or to prevent ecological damage to the Property or neighboring property (an "**Emergency Restoration Action**"); provided that Grantor

shall make a good faith effort to notify Grantee prior to undertaking such Emergency Restoration Action and to keep Grantee informed of its ongoing actions.

18.3. Grantee's prior written approval of the exercise of Conditional Rights shall be obtained, conditionally obtained or declined according to the procedure provided in this Section. At least thirty (30) days before Grantor begins, or allows, any exercise of Conditional Rights on the Property Grantor must notify Grantee in writing of Grantor's intentions to do so; provided, however that Grantee may, upon written request, reduce the period of time for notice of the proposed exercise of Conditional Rights for simpler requests, in Grantee's discretion. Such notice must include plans depicting, in reasonable detail, the construction or other use or activity, and location thereof, which Grantor intends to undertake. Grantor may also be required to present to Grantee for review any applications to or approvals or permits issued by, any governmental entity that is required for the exercise of the Conditional Right for which Grantee's approval is sought. Grantee may request additional information or details not provided by Grantor regarding Grantor's proposed exercise of Conditional Rights as Grantee reasonably believes necessary to determine compliance with this Article. Grantee shall not be obligated to accept or respond to any request for approval of a Conditional Right if Grantor is then in material violation of this Easement. Grantee shall have thirty (30) days from receipt of the notice or, if later, any additional information regarding the proposed use or activity reasonably requested by Grantee, in which to make one of the following determinations:

a) Approve Grantor's proposed exercise of a Conditional Right in accordance with the materials submitted by Grantor. Approval on such terms shall constitute a covenant by Grantor to exercise the Conditional Right solely in accordance with the notice and other information submitted to Grantee, which covenant shall be enforceable by Grantee as fully as if stated in this Easement.

b) Approve Grantor's proposed exercise of a Conditional Right in accordance with the materials submitted by Grantor but subject, however, to such reasonable qualifications and conditions as Grantee may impose in its notice of approval. Such qualifications and conditions shall be limited to those which Grantee deems necessary to: assure compliance by Grantor with any of the express covenants or restrictions of this Easement, preserve and protect the Easement Purposes or restrict Grantor's exercise of the Conditional Rights to that which Grantor has represented to Grantee. Approval on such terms shall constitute a covenant by Grantor to exercise the Conditional Right, if at all, only in accordance with the notice and other information submitted to Grantee, as modified or supplemented by the qualifications and conditions that Grantee imposed, which covenant shall be enforceable by Grantee as fully as if stated in this Easement.

c) Decline to grant approval of Grantor's proposed exercise of a Conditional Right on the basis of the notice and other materials submitted. Should Grantee decline to grant approval, Grantee shall state in writing its reasons.

18.4. Grantee shall exercise reasonable judgment in applying the standards of review and approval for the exercise of Conditional Rights, consistent with and taking into consideration the fulfillment of the Easement Purposes and the preservation of the Conservation Values.

18.5. Grantee may grant, with or without conditions, approval for recurrent exercises of Conditional Rights, particularly but not necessarily limited to activities of a de minimis nature, if Grantee concludes that doing so will have no material adverse effect on the Easement Purposes or on the burden on, and effectiveness of, Grantee's monitoring and enforcement in accordance with this Easement. Such approval must be in writing and shall, as with other approvals of the exercise of Conditional Rights, be limited to the description of the proposed exercise of Conditional Rights in Grantor's proposal as modified or limited by the conditions in Grantee's written approval.

18.6. In the event that Grantee's approval is required and Grantee fails to respond within the time period specified above and further fails to respond within ten (10) days after a second written request by Grantor to Grantee, then the Grantee shall be deemed to have granted approval unless the activity for which approval is required is otherwise expressly prohibited under Article 4 of this Easement.

18.7. Grantor shall be responsible, as a condition of the right to exercise the Conditional Rights, for payment of Grantee's reasonable costs and expenses, including legal and consultant fees, associated with review of Grantor's request for approval; provided, however, that Grantee will notify Grantor before incurring any costs or expenses which it believes Grantor may be obligated to pay under this Section and provide Grantor an estimate of such costs or expenses. Grantee may condition consideration of a proposal for exercise of Conditional Rights upon the deposit of a sum of money with Grantee to secure payment of Grantee's reasonable costs of review; any unused funds shall be returned to Grantor within ten (10) days of Grantee notifying Grantor of its decision. The time period for Grantee's consideration of Grantor's request shall not run until such deposit is made.

18.8. In consideration for Grantee accepting the perpetual responsibility and obligation to review the proposed exercise of Conditional Rights by Grantor, Grantor hereby waives, for Grantor, and Grantor's heirs, successors, legal representatives, and assigns, to the fullest extent allowed by law, any and all right to seek or recover damages from Grantee in any litigation or other legal action arising from a dispute over Grantee's disapproval of any request to exercise any Conditional Right, including activity proposed in a Resource Plan, and agrees that the sole remedy or legal right to seek redress arising from any decision of Grantee pursuant to this Section 18 shall be to seek a declaratory judgment or other legal declaration by a court of competent jurisdiction as to the rights of Grantor hereunder.

19. **Miscellaneous Provisions.**

19.1. Severability. If any term, covenant, condition or provision of this Easement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, such term, covenant, condition or provision shall be fully severable, and this Easement shall be construed and enforced as if such invalid or unenforceable term, covenant, condition or provision never comprised a part hereof; and all remaining provisions of the Easement shall remain in full force and effect.

19.2. Captions. The captions in this Easement have been inserted solely for convenience of reference, are not a part of this Easement, and shall have no effect on its construction or interpretation.

19.3. Perpetual Duration. This Easement shall be a servitude running with the Property in perpetuity consistent with the concepts and intent of Section 1460 of the California Civil Code. Every provision of this Easement that applies to Grantor and Grantee shall also apply to and be binding on their respective agents, successors, and assigns.

19.4. Notices. Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered in person to the following representative of the other Party, delivered via a reputable overnight delivery service with delivery receipt required, or deposited in the United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the Party for whom intended, as follows:

If to Grantor: The Boeing Company
Planning & Real Estate
c/o NGKF
Attn: Samira Shubash (Transaction Coordinator)
2201 Seal Beach Blvd., M/C: 110-SG64
Seal Beach, CA 90740

With a copy to: The Boeing Company
c/o MBG Consulting, Inc.
Boeing Lease Administration Team
980 N. Michigan Avenue, Suite 1000
Chicago, IL 60611

And a copy to: The Boeing Company
Attn: Director of Remediation
800 N. 6th St.
Mail Code: 9U4-08
Renton, WA 98057

And a copy to: The Boeing Company
Attn: Allison Edgar, Esq.
Senior Counsel, Environmental, Health & Safety
2201 Seal Beach Blvd.
M/C: 110-SG64
Seal Beach, CA 90740

If to Grantee: North American Land Trust
100 Hickory Hill Road
P.O. Box 467
Chadds Ford, PA 19317
Attn: Stephen Thor Johnson

Any Party may from time to time, by written notice to the other, designate a different recipient, address or both which shall be substituted for that specified above. If any notice or other document is sent by mail as aforesaid, the same shall be deemed fully delivered and received forty-eight (48) hours after mailing as provided above.

19.5. Applicable Laws Then in Effect. All references in this Easement to Applicable Laws shall be deemed to refer to those s Applicable Laws then in effect.

19.6. Present Conditions or Uses. The terms "present conditions" or "present uses" mean the conditions or uses as they exist on the Effective Date.

19.7. Easement to be Recorded. Grantor and Grantee intend and consent to the recordation of this Easement in the Official Records of Ventura County, California.

19.8. Entire Agreement. This Easement and the Easement Funding Agreement set forth the entire agreement of the Parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, and agreements relating to the Property, all of which are merged into the foregoing mentioned instruments.

19.9. Counterparts. This Easement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one fully-executed agreement.

19.10. Exhibits and Recitals. The Recitals in Article I and the exhibits attached to this Easement and listed below are incorporated into this Easement by this reference:

Exhibit A – Legal Description of the Property

Exhibit B – Property Map

Exhibit C – Grantee Parties' Release and Indemnity

Exhibit D – Summary List of Conditional Rights

Exhibit E – Index of Defined Terms

19.11. Effective Date. This Easement is effective as of the date (the "**Effective Date**") of the last signature executed below, or on recordation in the Official Records of Ventura County, California, if any signature is inadvertently undated.

19.12. Interpretation. Should any provision of this Easement require judicial interpretation, the court interpreting or construing the same shall not presume that the terms of any such provision should be more strictly construed against one Party or the other by reason of the rule of construction that a document is to be construed most strictly against the Party who itself or through its agent prepared same, it being agreed that all Parties and their agents have participated in the preparation of this Easement. The Parties recognize the Conservation Values of the Property and have the common purpose of preserving these Conservation Values. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to promote, protect and fulfill the Easement Purposes. If any provision in this Easement is found to be ambiguous, an interpretation consistent with the Easement Purposes that would render the provision valid should be favored over any interpretation that would render it invalid. The Parties intend that this Easement, which is by nature and character primarily prohibitive (in that Grantor has restricted and limited the rights inherent in ownership of the Property), shall be construed at all times and by all Parties to promote, protect and fulfill the Easement Purposes.

19.13. Third-Party Beneficiaries; California Attorney General. Except for any governmental authority with jurisdiction over the Property, this Easement is not intended for the benefit of any third party and is expressly not enforceable by any such non-governmental third parties. The Parties agree and acknowledge that the California Attorney General is an intended third-party beneficiary of this Easement, pursuant to its oversight of charitable trusts. The California Attorney General, in its capacity to oversee charitable trusts, is hereby granted the rights to approve any amendment, assignment, or financial encumbrance of this Easement. Upon a finding by the California Attorney General satisfying the requirements of and subject to the review process set forth in California Code of Civil Procedure Section 1094.5, following written notice to Grantee and a reasonable opportunity to cure, that (a) this Conservation Easement has been amended, transferred or used as security for any debt without the written approval of the California Attorney General or (b) Grantee has materially and substantially failed to preserve and protect the Conservation Values of the Property in the manner provided in this Conservation Easement, then title to this Conservation Easement shall vest in a Qualified Organization selected by the California Attorney General; the vesting of the Conservation Easement in said Qualified Organization shall only occur upon acceptance of the Conservation Easement and compliance with any Applicable Law related to acceptance.

19.14. No Merger of Title. Notwithstanding anything to the contrary in this Easement, should Grantee become a fee owner of any portion of the Property, this Easement shall not merge with any interest in the Property upon conveyance to Grantee and title shall be transferred subject to the continued validity and enforceability of this Easement in accordance with the laws of the State of California. In such event the rights of Grantee under this Easement as to the portion of the Property owned by Grantee shall forthwith be transferred to a Qualified Organization in accordance with Article 12.

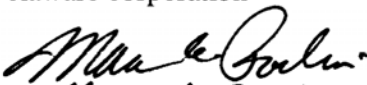
19.15. Authority. Each Party hereto warrants and represents that such Party has full and complete authority to enter into this Easement and each person executing this Easement on behalf of a Party warrants and represents that he has been fully authorized to execute this Easement on behalf of such Party and that such Party is bound by the signature of such representative.

19.16. Choice of Law. This Easement shall be interpreted under the laws of the State of California, exclusive of its conflict of law provisions.

[Remainder of Page Intentionally Blank; Signature Pages Follow]

This Conservation Easement is agreed to and executed by Grantor:

THE BOEING COMPANY,
a Delaware corporation


By: Marc A. Podin
Its: Authorized Signatory

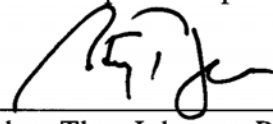
[Grantee Signature Page Follows]

[Signature Page to Conservation Easement]

This Conservation Easement is agreed to and executed by Grantee:

NORTH AMERICAN LAND TRUST,
a Pennsylvania non-profit corporation

By:

A handwritten signature in black ink, appearing to read 'Stephen Thor Johnson', written over a horizontal line.

Stephen Thor Johnson, President

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 Orange

On April 17, 2017 before me, Taryn Elise Roberts, Notary Public,
personally appeared Marc Andre Poulin,
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 Taryn Robert

(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.

PENNSYLVANIA
STATE OF ~~CALIFORNIA~~
COUNTY OF CHESTER

On APRIL 18, 2017 before me, KAREN M. MAZZA, A NOTARY PUBLIC,
personally appeared STEPHEN THOR JOHNSON, PRESIDENT,
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

Karen M. Mazza

(Seal)

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Karen M. Mazza, Notary Public
Pennsbury Twp., Chester County
My Commission Expires Aug. 22, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

**Exhibit A
Property**

THAT PORTION OF LAND AS SHOWN BY RECORD OF SURVEY, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, RECORDED IN BOOK 59, PAGE 62 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER NOTE NUMBER 5 OF SAID RECORD OF SUVEY; THENCE N62°09'44"E, 5004.10 FEET; THENCE N49°14'48"E, 2030.12 FEET; THENCE N78°53'54"E, 903.56 FEET; THENCE S73°44'14"E, 2870.50 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE N78°04'01"E, 715.93 FEET; THENCE S00°31'38"W, 1100.84 FEET; THENCE S89°18'04"E, 1434.43 FEET; THENCE S89°33'47"E, 2712.45 FEET; THENCE N50°41'27"E, 1324.65 FEET; THENCE S41°55'38"E, 1846.19 FEET; THENCE S00°41'18"W, 808.78 FEET; THENCE S00°26'25"W, 2241.77 FEET; THENCE N89°32'44"W, 699.72 FEET; THENCE S00°24'41"W, 999.95 FEET; THENCE S89°33'16"E, 899.80 FEET; THENCE S00°22'09"W, 1976.78 FEET; THENCE S00°34'36"W, 170.70 FEET; THENCE S77°22'59"W, 4811.06 FEET; THENCE S86°12'46"W, 2207.23 FEET; THENCE S85°04'55"W, 3253.52 FEET; THENCE S72°16'15"W, 3253.53 FEET; THENCE N27°42'17"W, 3101.63 FEET; THENCE N41°46'57"W, 3260.34 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "A" AS DESCRIBED ABOVE; THENCE S00°32'12"W, 5520.60 FEET; THENCE N89°33'26"W, 4752.16 FEET; THENCE N00°32'37"E, 1573.00 FEET; THENCE S89°24'39"E, 1900.03 FEET; THENCE N00°32'37"E, 3326.53 FEET; THENCE N78°04'01"E, 2920.42 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,342.88 ACRES, MORE OR LESS.

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

APNs: 685-0-051-100, 685-0-051-110, 685-0-051-120, 685-0-051-150, 685-0-051-180, 685-0-051-200, 685-0-060-135, 685-0-060-145, 685-0-060-155, 685-0-060-295, 685-0-060-305, 685-0-130-145, 685-0-140-050, 685-0-140-340, 685-0-140-395, 685-0-140-405

EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION

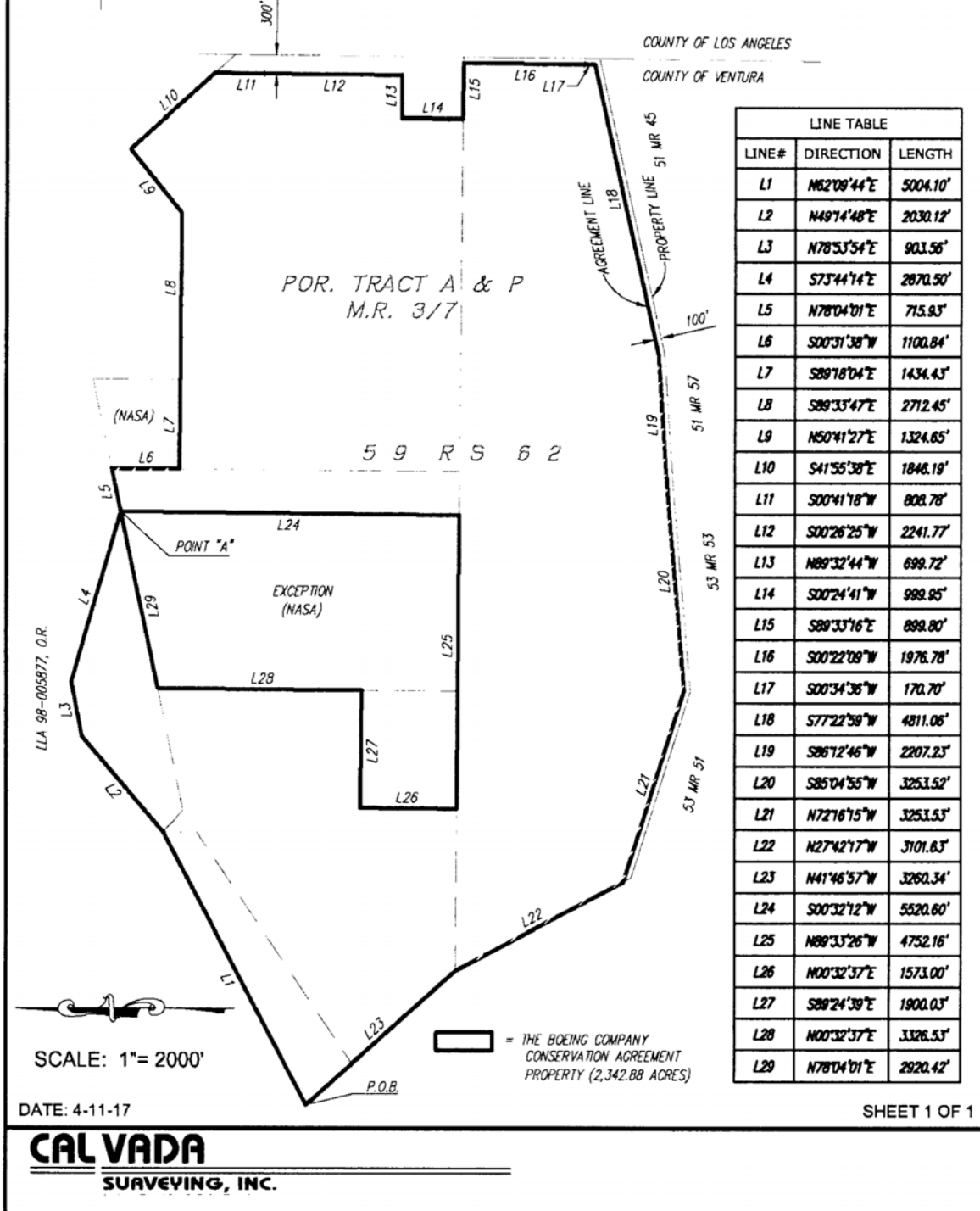


Exhibit C
Release and Indemnity Agreement

____ (“**Grantee Party**”), a contractor or subcontractor to the North American Land Trust (“**NALT**”), seeks access to nearly 2,400 acres of land owned by _____ (“**Grantor**”) and formerly known as the Santa Susana Field Laboratory located in Ventura County, California (“**Property**”) to perform inspection, monitoring or enforcement actions on behalf of NALT in accordance with the Conservation Easement by and between NALT and The Boeing Company dated April __, 2017 (“**Conservation Easement**”). Any capitalized terms not defined herein have the meaning ascribed to them in the Conservation Easement.

Pursuant to Section 3.2 of the Conservation Easement, Grantor is willing to grant Grantee Party access to the Property, provided that Grantee Party agrees to the terms and conditions contained in this Release and Indemnity Agreement.

In exchange for this grant of access, Grantee Party represents and agrees to the following terms and conditions:

1. Compliance. Grantee Party shall perform its activities on the Property in compliance with all Applicable Laws, including, OSHA or other applicable safety and/or environmental-related regulations. In addition, to protect itself from risks associated with natural hazards and dangers on the Property, Grantee Party shall take reasonable precautions and use due care while on the Property, including, without limitation, wearing personal protective equipment (if necessary).

2. Waivers.

a) Grantee Party understands and acknowledges that the Property is an active remediation site and that others, including any of Grantor, NASA, DOE, State or federal regulators and their agents, contractors and representatives, will be conducting Remediation and/or inspection activities in certain areas of the Property. Grantee Party agrees to comply with Grantor’s reasonable instructions relating to safety in and around the vicinity of the Remediation or inspection activities and hereby waives, releases and renounces any and all claims against Grantor from the failure of Grantee Party to comply with such instructions.

b) Grantee Party further understands and acknowledges that the Property provides a home for a wide variety of plants and wildlife which can be harmful or dangerous to humans if appropriate care is not taken, including poison oak, bees, ticks, scorpions, rattlesnakes, rodents, deer, coyotes, mountain lions, etc., and understands that Grantee Party may encounter these natural plants or wildlife when traversing the Property. Grantee Party acknowledges and understands that it will be provided access to the Property in its “as-is” present condition and that Grantor makes no warranty of any kind concerning the natural hazards of the Property (now or in the future) or its fitness for any purpose. Grantee Party hereby waives, releases and renounces any and all claims against Grantor and its agents, employees, directors, officers, members, and contractors relating to the conditions, hazards or dangers of nature or natural features existing on the Property (now or in the future), including claims arising out of or alleging Grantor’s fault or

liability due to failure to correct such conditions or notify Grantee Party of such conditions, but excluding claims to the extent resulting from the intentional action or willful misconduct by Grantor.

c) Grantee Party understands and acknowledges that it is responsible for and assumes the risk of injury of its agents, employees, directors, officers, members, and contractors that occurs during any time spent on the Property arising from any of the conditions as to which Grantee Party has given its waiver and release in this Release and Indemnity Agreement.

3. Indemnification. Grantee Party agrees to indemnify, protect, defend, and hold Grantor, its officers, directors, members, employees, contractors, invitees, legal representatives, agents, and each of their heirs, successors, and assigns (collectively, for purposes of this Section, "**Grantor Indemnified Parties**") harmless from and against all liabilities, costs, losses, orders, liens, penalties, damages, expenses, causes of action, claims, demands, or judgments, fees, fines, or other expenses including reasonable attorneys', consultants' and experts' fees, and court costs, arising from or in any way connected with any third-party claims arising out of negligent or intentional actions on the Property by Grantee Party, including without limitation any injury to or the death of any person, or physical damage to any property resulting from such negligence or intentional action.

4. Termination. Grantor may terminate the access rights granted to Grantee Party hereunder in the event that Grantee Party fails to comply with any of the safety requirements set forth in Paragraphs 1, 2 or 3 of this Release and Indemnity Agreement; provided that Grantor informs Grantee Party of the violation and Grantee Party does not take immediate action to cure the violation.

5. Miscellaneous.

- a. This Release and Indemnity Agreement shall be governed by and construed in accordance with the laws of the State of California.
- b. Nothing in this Release and Indemnity Agreement shall at any time be so construed as to create a relationship of employer and employee, partnership, principal and agent, or joint venture between Grantor and Grantee Party.
- c. This Release and Indemnity Agreement shall be binding upon Grantee Party and its successors and permitted assigns.
- d. This Release and Indemnity Agreement is not intended to and shall not affect any claims of Grantor or Grantee Party by or against any entity other than such party.
- e. If any term, covenant, condition or provision of this Release and Indemnity Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, such term, covenant, condition or provision shall be fully severable, and this Release and Indemnity Agreement shall be construed and enforced as if such invalid or unenforceable term, covenant, condition or provision never comprised a

part hereof; and all remaining provisions of the Release and Indemnity Agreement shall remain in full force and effect.

- f. This Release and Indemnity Agreement may be executed and delivered via facsimile or PDF with the same force and effect, and if so executed and delivered shall be effective, as if an original of this Release and Indemnity Agreement were executed and delivered.
- g. Grantee Party warrants and represents that it has full and complete authority to execute this Release and Indemnity Agreement and each person executing this Release and Indemnity Agreement on behalf of Grantee Party warrants and represents that he or she has been fully authorized to execute this Release and Indemnity Agreement on behalf of Grantee Party and that Grantee Party is bound by the signature of such representative.

IN WITNESS WHEREOF, the undersigned has duly executed this Release and Indemnity Agreement on the date indicated below.

(GRANTEE PARTY)

By: _____

Title: _____

Date: _____

(GRANTOR)

By: _____

Title: _____

Date: _____

Exhibit D

Summary List of Conditional Rights

This list does not supersede the specific provisions of the Easement, but rather is intended to serve as a useful reference guide for administration of the Easement. In the event the terms of the Easement conflict with the provisions of this Exhibit D, the terms of the Easement will prevail.

Except in connection with Remediation, Stormwater Management or Legal Compliance (unless otherwise specifically limited), the following activities:

1) Require Grantee's Approval

- § 4.4: Any new road, driveway, cartway, path or other means or right of passage across or upon the Property for any purpose not stated in Section 4.4(i) through 4.4(iii).
- § 4.14(b) & 5.4(a): Clearing, cutting or removal of live trees, dead, dying, or diseased vegetation, other vegetation or natural detritus as required for fire protection, the management of invasive species, and similar protective measures that are consistent with the Easement Purposes.
- § 5.2: Work required for Legal Compliance if the work arises as a condition to issuance of any permit for construction, use or other activity for which Grantee's approval is required.
- § 5.4(g): Add new roads or trails where such new roads or trails are necessary for the exercise of any activities or uses for any purpose not stated in 5.4(g)(i) through 5.4(g)(iii).
- § 5.4(m): Remove or control invasive non-native plant species consistent with the Easement Purposes.
- § 5.4(n): Signs at the Property other than as approved in Section 5.4(n)(i) – 5.4(n)(vii).
- § 13: Transfer by Grantor of the Property to a Native American Tribe, unless such Tribe waives its sovereign immunity.
- § 15: Amendments to the Easement.

2) Require inclusion in, and are subject to, an approved Resource Plan

- § 4.2: Construction of industrial or commercial buildings, structures, equipment, roads and other improvements or industrial or commercial uses that are not designed or used for a Residential Use and not inconsistent with the future use of the

Property as open space and for educational, scientific, and recreational uses (e.g., public restrooms, education or historical centers, or Native American cultural center).

§ 4.4: New roads constructed for use on/off of the Property for any purpose not stated in Section 4.4(i) through 4.4(iii).

§ 4.14(c): Clearing, cutting, or removal of live trees or other vegetation or natural detritus not previously approved by Grantee.

§ 4.15: The Property shall be preserved in a natural condition except for the uses and activities otherwise permitted by this Easement or except as set forth in an approved Resource Plan.

§ 5.4:

- (d) Maintenance, restoration, repair or demolition of new buildings, structures or any other improvements, other than those constructed in connection with any Remediation, Stormwater Management or Legal Compliance
- (e) Add new fences that do not unreasonably impair wildlife movement.
- (g) Add new roads or trails where such new roads or trails are necessary for the exercise of any activities or uses as provided in an approved Resource Plan.
- (k) Construction of any and all buildings, structures, infrastructure, and other improvements that are not designed or used for Residential Use and fulfill the intended future use of the Property and Easement Purposes as open space and for educational, scientific, and recreational uses.
- (m) Removal or control feral or nonnative animal species, except for in emergencies when an animal poses an imminent danger to human safety.

§ 5.5: Any new building having a ground coverage area of more than 200 square feet, visible from a public right of way, and located outside of the "General Building Area" designated in the Baseline Documentation Report.

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