APPENDIX A

Tejon Ranch Conservation Land Use Agreement

EX-10.28 3 dex1028.htm TEJON RANCH CONSERVATION AND LAND USE AGREEMENT

Exhibit 10.28

TEJON RANCH

CONSERVATION AND

LAND USE AGREEMENT

This Tejon Ranch Conservation and Land Use Agreement ("**Agreement**") is made as of this 17th day of June, 2008 (the "**Effective Date**"), by and among Tejon Ranch Co., a Delaware corporation and Tejon Ranchcorp, a California corporation (collectively, "**TRC**"), and Sierra Club, a California nonprofit public benefit corporation, National Audubon Society, Inc., a New York nonprofit corporation d.b.a. Audubon California, Natural Resources Defense Council, Inc., a New York nonprofit corporation, Endangered Habitats League, a California nonprofit public benefit corporation and Planning and Conservation League, a California nonprofit public benefit corporation (each, a "**Resource Organization**" and collectively, the "**Resource Organizations**"), and the Tejon Ranch Conservancy, a California nonprofit public benefit corporation (the "**Conservancy**"), with Centennial Founders, LLC, a Delaware limited liability company ("**Centennial LLC**"), joining in for the limited purpose of acknowledging the obligations as set forth in Sections 2.2, 8.3, 9.1(b), 9.4 and 9.6, Tejon Industrial Corp., a California corporation ("**TIC Corp.**"), joining in for the limited purpose of acknowledging the obligations as set forth in Sections 8.3, 9.1(d) and 9.6 and Tejon Mountain Village, LLC a Delaware limited liability company ("**TMV LLC**"), joining in for the limited purpose of acknowledging the obligations as set forth in Sections 2.2, 8.3, 9.1(e), 9.4 and 9.6.

RECITALS

A. The Parties to this Agreement desire to protect in perpetuity substantial and significant natural resource values of the 270,000-acre Tejon Ranch. These natural resource values include an extraordinary diversity of native species and vegetation communities, numerous special status plant and animal species, intact watersheds and landscapes supporting natural ecosystem functions and regionally significant habitat connectivity. These important natural resource values exist on Tejon Ranch because historic ranch uses, tracing back to 1843, have largely sustained a natural landscape. The objective of this Agreement is to maintain the bulk of Tejon Ranch in this unaltered condition and, as appropriate, enhance and restore natural resource values. Through a combination of dedicated conservation easements and designated project open space areas, this Agreement permanently protects approximately 178,000 acres and grants the Resource Organizations an option to purchase conservation easements over an additional 62,000 acres of Tejon Ranch, resulting in a total of approximately 240,000 acres of conserved land with provisions for public access and environmental stewardship.

B. Tejon Ranch is the largest contiguous property under single, private ownership in the State of California. It has been owned by the Tejon Ranch Co. since its incorporation in 1936. The Tejon Ranchcorp is a wholly owned subsidiary of the Tejon Ranch Co. that holds title to the lands comprising Tejon Ranch except those owned by TIC Corp., which owns the lands comprising the Tejon Industrial Complex. TRC will continue its historic ranch uses including farming, grazing, wildlife management and filming under this Agreement together with oil drilling and sand and gravel mining within defined areas all consistent with a Ranch Wide Management Plan. TRC has formed Centennial LLC to pursue development in the Centennial

Development Area and TMV LLC to pursue development in the Tejon Mountain Village Development Area. This Agreement allows TRC to pursue development plans in defined development areas without opposition from the Resource Organizations while enabling a conservancy to preserve Tejon Ranch's natural resource values for future generations.

C. The Conservancy has been created by the Resource Organizations as an independent, nonprofit organization to preserve, enhance and restore the native biodiversity and ecosystem values of Tejon Ranch and the Tehachapi Range for the benefit of California's future generations. The Conservancy wishes to work with TRC to develop standards for management and restoration of the conservation lands, as well as to hold and monitor the conservation easements, and to help plan and manage public access on Tejon Ranch. Advances from TRC and Conservation Fees provided for in this Agreement ensure that the Conservancy will have the financial resources to exercise independently its rights and obligations under this Agreement.

D. The long-term conservation of Tejon Ranch has been one of the highest priorities of the Resource Organizations. This unique property lies at the confluence of four major ecological regions — the Sierra Nevada, Mojave Desert, Coastal Range and San Joaquin Valley. This Agreement follows many years of scientific analysis of conservation values on Tejon Ranch by TRC and others, including the Resource Organizations. By comprehensively addressing the entire Tejon Ranch, this Agreement avoids fragmentation of many of the environmentally sensitive areas on Tejon Ranch. The conserved lands will be managed in accordance with a comprehensive Ranch Wide Management Plan that will identify the natural resources and conservation values of the conserved lands as well as opportunities to protect, enhance and restore identified resources and values and establish best management practices for continued use of the conserved lands for existing ranch uses.

E. The Parties place a high priority on ensuring that this Agreement provides important public benefits, specifically including opportunities for the public to enjoy Tejon Ranch through well managed public access. In this Agreement, the Parties have identified the following public access opportunities – a commitment to working together with the Conservancy to establish a California state park, a realignment of 37 miles of the Pacific Crest Trail onto Tejon Ranch and other appropriate public access, including docent-led outings in Bear Trap Canyon. The Parties also expect that the Conservancy will develop and operate environmental education programs, especially to benefit underserved communities and populations.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual terms, covenants, conditions, promises and benefits contained herein, and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS. For the purposes of this Agreement, the following terms shall have the meanings set forth below:

1.1 Access Notice. The term "Access Notice" means a written notice delivered to Owner by the Conservancy or the Resource Organization Designee in accordance with Section 3.6(a)(i), which notice shall include (a) a detailed description of the purpose for

entry on the Conservation Easement Area, (b) the specific portion of the Conservation Easement Area to be accessed, (c) the proposed date(s) of entry on and duration of access to the Conservation Easement Area, and (d) the number of persons who would enter on and access the Conservation Easement Area.

1.2 Acquisition Area(s). The term "Acquisition Area(s)" means the following area(s) generally depicted on the following exhibits:

(a) Bi-Centennial, Exhibit C-1;

(b) Michener Ranch, Exhibit C-2;

(c) Old Headquarters, Exhibit C-3;

(d) Tri-Centennial, Exhibit C-4; and

(e) White Wolf, Exhibit C-5.

1.3 Activity Notice. The term "Activity Notice" means a written notice delivered to Owner by the Conservancy in accordance with Section 3.8, which notice shall include (a) the proposed Conservation Activity, (b) a detailed description of the nature, scope, location and purpose of the proposed Conservation Activity (including any proposed building, structure or improvement permitted by Section 3.8(b) and proposed by the Conservancy in connection with such Conservation Activity), (c) a schedule of the work or activities to be performed or conducted on the Conservation Easement Area, and (d) a list of the names of any contractors or other parties and persons who would perform the Conservation Activity.

1.4 Adaptive Management Standard. The term "Adaptive Management Standard" is a Management Standard that permits BMPs, Conservation Activities and other actions subject to this standard consistent with the RWMP and the requirements for the RWMP set forth in Article 3, with recognition that (a) the continued economic use of the Conservation Easement Area, as a whole, will be respected, (b) over time the goal is that the native biodiversity and ecosystem values of the Conservation Easement Area will be enhanced, (c) high priority areas of particular sensitivity will be the focus of the Conservancy's Conservation Activities, and in such areas, the Conservation Purpose would take precedence over economic uses, (d) the enhanced biological and physical condition resulting from previously approved Conservation Activities within such areas will be maintained, (e) this standard shall not be less protective of Conservation Values than the Current Stewardship Standard, and (f) Conservation Activities shall be carefully coordinated with Owner's use of the Conservation Easement Area and then-existing leases, easements and other agreements.

1.5 Advance. The term "Advance" has the meaning set forth in Section 2.3.

1.6 Advance Amount. The term "Advance Amount" has the meaning set forth in Section 2.3.

1.7 Advance Obligation Period. The term "Advance Obligation Period" means the period from the Effective Date through December 31, 2014, which may be extended to December 31, 2021 as provided in Section 2.5.

1.8 Adverse IRS Determination. The term "Adverse IRS Determination" has the meaning set forth in Section 2.1 (d).

1.9 Affiliate. The term "Affiliate" means a Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, another Person. For purposes of this definition, control means the ability to direct or cause the direction of the management and policies of another Person, including, without limitation, by contract, by ownership of its voting securities or membership interests, by having the right to designate or elect members of its governing body, or otherwise. For purposes of this Agreement, a Person is Affiliated with another Person if any one or more officers, directors, employees, partners, members or shareholders of either such Person controls the other Person.

1.10 Alternate Appraisal Process. The term "Alternate Appraisal Process" has the meaning set forth in Section 6.7(b).

1.11 Alternate Easement Holder. The term "Alternate Easement Holder" means a nonprofit organization exempt from tax under Code Section 501(c)(3) that is designated under the circumstances described in Section 2.1 or Section 8.1, following consultation with TRC and the Conservancy, to act as the holder of a Conservation Easement.

1.12 Annual Funding Requirement. The term "Annual Funding Requirement" has the meaning set forth in Section 2.6(b).

1.13 Applicable Laws. The term "Applicable Laws" means any one or more present and future laws, ordinances, rules, regulations, permits, authorizations, orders and requirements, to the extent applicable to the Parties or to the Ranch or any portion thereof, whether or not in the present contemplation of the Parties, including, but not limited to, all consents or approvals (including Project Approvals) obtained from, and all rules and regulations of, and all building and zoning laws of, the Resource Agencies and all other federal, state, regional, county and municipal governments, the departments, bureaus, agencies or commissions thereof, authorities, boards of officers, any national or local board of fire underwriters, or any other body or bodies exercising similar functions, having or acquiring jurisdiction of, or which may affect or be applicable to, the Ranch or any part thereof, including, but not limited to, any subsurface area, the use thereof and of the buildings and improvements thereon.

1.14 Appraisal Instructions. The term "Appraisal Instructions" means those certain appraisal instructions, standards and limitations set forth in Exhibit O.

1.15 Best Management Practices or BMPs. The term "Best Management Practices" or "BMPs" means practices and procedures established pursuant to the RWMP that apply to the Reserved Rights, other than the Core Activities, and are (a) based on the best available scientific information, (b) feasible, both economically and technologically, (c) reasonable and practicable methods to reduce or minimize adverse impacts to natural and

conservation resources resulting from such activities that are subject to BMPs, and (d) reasonably necessary to achieve the applicable Management Standard.

1.16 Bi-Centennial Option. The term "Bi-Centennial Option" has the meaning set forth in Section 6.1(a).

1.17 Breaching Party. The term "Breaching Party" has the meaning set forth in Section 12.3(a).

1.18 CE Conveyance Plan. The term "CE Conveyance Plan" means the Dedicated Conservation Easement conveyance plan for Linked Acreage as set forth in Section 5.2.

1.19 CEQA. The term "CEQA" means the California Environmental Quality Act (California Public Resources Code Section 21000 *et seq*.) and the guidelines thereunder (14 California Code of Regulations Section 15000 *et seq*.).

1.20 CERCLA. The term "CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 *et seq*.).

1.21 Claims. The term "Claims" means any and all liabilities, penalties, costs, losses, damages, expenses (including, but not limited to, reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments.

1.22 Closing Date. The term "Closing Date" means, with respect to the sale of a Purchased Conservation Easement, the date established pursuant to the terms of Section 6.2 with respect to each Acquisition Area, which date shall be on or before the Outside Closing Date.

1.23 Code. The term "Code" means the Internal Revenue Code of 1986.

1.24 Communication Plan. The term "Communication Plan" has the meaning set forth in Section 3.10(d).

1.25 Confidential Information. The term "Confidential Information" has the meaning set forth in Section 15.22.

1.26 Conservancy Board. The term "Conservancy Board" means the board of directors of the Conservancy.

1.27 Conservancy Agreements. The term "Conservancy Agreements" has the meaning set forth in Section 2.1(d).

1.28 Conservancy Documents. The term "Conservancy Documents" means the articles of incorporation attached as Exhibit K-1 and the by-laws attached as Exhibit K-2 for the Conservancy.

1.29 Conservancy Indemnified Parties. The term "Conservancy Indemnified Parties" means, collectively, the Conservancy and its directors, officers, employees, agents, contractors, and representatives and the heirs, representatives, successors and assigns of each of them.

1.30 Conservation Activities. The term "Conservation Activities" means those activities set forth in Paragraph 3 of Exhibit M.

1.31 Conservation Easement Agreement. The term "Conservation Easement Agreement" means an instrument, in recordable form, evidencing and granting a Conservation Easement.

1.32 Conservation Easement Area. The term "Conservation Easement Area" means all of the land encumbered, or proposed to be encumbered, by a Dedicated Conservation Easement or a Purchased Conservation Easement; provided, however, "Conservation Easement Area" shall not include any Unpurchased Acquisition Area.

1.33 Conservation Easement(s). The term "Conservation Easement(s)" means and includes both Dedicated Conservation Easements and Purchased Conservation Easements.

1.34 Conservation Fee. The term "Conservation Fee" means a transfer fee as defined in California Civil Code Section 1098.

1.35 Conservation Fee Covenant. The term "Conservation Fee Covenant" means a covenant or covenants, in recordable form, which shall be prepared consistent with the Conservation Fee Principles and recorded against the Centennial, Grapevine and TMV Development Areas as provided in Section 2.2.

1.36 Conservation Fee Principles. The term "Conservation Fee Principles" means the principles set forth on Exhibit L relating to the Conservation Fee to be used to guide the preparation of the Conservation Fee Covenant.

1.37 Conservation Purpose. The term "Conservation Purpose" means to (a) ensure that the Conservation Easement Area will be retained forever in its natural, scenic, and open-space condition, (b) preserve, protect, identify and monitor in perpetuity the Conservation Values of the Conservation Easement Area, (c) prevent any activities on the Conservation Easement Area that will impair the Conservation Values of the Conservation Easement Area, and (d) following the expiration of the Initial Period, enhance and restore the Conservation Easement Area to the extent permitted by Section 3.8, all subject to and in accordance with the terms of this Agreement, including, but not limited to Sections 2.8, 2.9 and 2.10.

1.38 Conservation Values. The term "Conservation Values" means those natural resource and conservation values that are identified as being the subject of promotion, protection, maintenance, restoration, or enhancement goals and objectives in the RWMP in Section 3.1(c)(i) through 3.1(c)(vi) and including, where a Conservation Easement Agreement has been recorded, the "Conservation Values" defined therein.

1.39 Core Activities. The term "Core Activities" means those Reserved Rights set forth in Paragraph 1(b)(1) of Exhibit M.

1.40 Cure Period. The term "Cure Period" means thirty (30) days after receipt of the Notice of Breach; provided, however, that if, by the nature of the default or breach, such cure cannot reasonably be completed within thirty (30) days after receipt of the Notice of Breach, the Breaching Party must commence such cure within such thirty (30) day period and, having so commenced, thereafter prosecute with diligence and dispatch until such default or breach is cured or such dispute is resolved.

1.41 Current Stewardship Standard. The term "Current Stewardship Standard" is a Management Standard that permits BMPs and other actions subject to this standard that preserve the Conservation Values which exist as of the Effective Date.

1.42 Dedicated Conservation Easement(s). The term "Dedicated Conservation Easement(s)" means any Conservation Easement tendered, or required to be tendered, pursuant to this Agreement encumbering the Dedicated Conservation Easement Area(s).

1.43 Dedicated Conservation Easement Area(s). The term "Dedicated Conservation Easement Area(s)" means the area(s) generally depicted on Exhibit E.

1.44 Designated Farm Areas. The term "Designated Farm Areas" means those portions of the Conservation Easement Area designated as Designated Farm Areas on Exhibit G-1.

1.45 Designated Mining Areas. The term "Designated Mining Areas" means (a) those portions of the Conservation Easement Area designated as Designated Mining Areas on Exhibit G-2, and (b) an area not exceeding 800 acres within the "Future Mining Envelope" designated on Exhibit G-2. The specific location of the 800-acre Designated Mining Area within the Future Mining Envelope shall be determined in the reasonable judgment of Owner made in consultation with the Conservancy, with primary consideration given to the location of the minerals, but also taking into account other factors, such as avoiding or reducing impacts of access and operations on Conservation Values.

1.46 Designated Oil and Gas Areas. The term "Designated Oil and Gas Areas" means those portions of the Conservation Easement Area designated as Designated Oil and Gas Areas on Exhibit G-3.

1.47 Designated Water Bank Areas. The term "Designated Water Bank Areas" means that portion of the Conservation Easement Area designated as the Designated Water Bank Areas on Exhibit G-4.

1.48 Developed. The term "Developed" means the area that is actually used for building pads, roads, active open space (such as parks and golf courses), water quality or storm water management and graded slopes, but not including areas used for buffers, fuel management zones, passive open space (such as trails), natural areas or similar uses.

1.49 Development Area(s). The term "Development Area(s)" means the following area(s) generally depicted on Exhibit B:

(a) Bakersfield National Cemetery;

(b) Centennial;

(c) Grapevine;

(d) Tejon Industrial Complex ("TIC");

(e) Tejon Mountain Village ("TMV"); and

(f) TRC Headquarters.

1.50 Development Milestones. The term "Development Milestones" means, with respect to the Centennial, Grapevine and TMV Development Areas, that all Project Approvals necessary to achieve the following two (2) entitlements have been Finally Granted by each of the Governmental Agencies having jurisdiction: (a) the Initial Entitlements, and (b) Final Map recordation for the final phase of the Development Area to be Developed. Specifically, the Initial Entitlements for each Development Area is Development Milestone A for that Development Area, and Final Map recordation for the final phase of the Development Area to be Developed, is Development Milestone B for that Development Area.

1.51 DGS. The term "DGS" means the State of California Department of General Services.

1.52 Disturbance Areas. The term "Disturbance Areas" means those portions of the Conservation Easement Area generally depicted on Exhibit H as Disturbance Areas, the precise boundaries of which shall conform to the boundaries depicted in Exhibits H-1 through H-8, with such minor modifications to such boundaries as Owner and the Conservancy may mutually agree.

1.53 Environmental Laws. The term "Environmental Laws" includes, but is not limited to, CERCLA, RCRA, HTA, HCL, HSA, and any other federal, state, local or administrative agency statute, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials.

1.54 ESA. The term "ESA" means the Federal Endangered Species Act (16 U.S.C. §1531 *et seq*.).

1.55 Escrow Account. The term "Escrow Account" means the interest-bearing account established by Escrow Holder for any suspension period referenced in Section 12.4.

1.56 Escrow Holder. The term "Escrow Holder" means Chicago Title Company, 4015 Coffee Road, Bakersfield, CA 93308, Attn: Maria F. Biernat, or such other qualified escrow holder as may be mutually agreed on by the Conservancy and TRC.

1.57 Event of Default. The term "Event of Default" has the meaning set forth in Section 12.1.

1.58 Exchange. The term "Exchange" has the meaning set forth in Section 6.12.

1.59 Exempt Transfer. The term "Exempt Transfer" means any sale or other transfer, or any agreement providing a right to the sale or transfer, of real property to: (a) any current and future entities in which either of the entities comprising TRC (or its successors) has an equity, ownership or management interest of at least ten percent (10%) and any corporation or other entity that, directly or indirectly, controls or is controlled by TRC, or that is under common control with TRC; (b) the surviving entity in any merger, consolidation or reorganization to which TRC is a party; (c) any entity which acquires all or substantially all of the outstanding capital stock or assets of TRC; or (d) any entity which is the result of a spin-off of shares or assets of TRC to the shareholders of TRC. The sale of TRC's stock through any public or private offering or over any public exchange shall also be deemed an Exempt Transfer.

1.60 Existing Contract. The term "Existing Contract" means a contract that permits the use by a third party, or requires the use by TRC, of the Conservation Easement Area, or a portion thereof (including, but not limited to, a lease or an easement), entered into prior to the Effective Date, including any Required Extension to such contract.

1.61 Existing Surface Water Diversions. The term "Existing Surface Water Diversions" means any diversions of surface water flows naturally occurring on the Conservation Easement Area that are not New Surface Water Diversions.

1.62 Farm Area Standard. The term "Farm Area Standard" is a Management Standard that permits farming-related uses in accordance with Paragraph 1(b)(2)(B) of Exhibit M in the Designated Farm Areas, and shall permit new facilities and farm-related activities, subject only to BMPs that do not substantially adversely affect Owner's economic use of the Designated Farm Areas for uses permitted by Paragraph 1(b)(2)(B) of Exhibit M.

1.63 Final Map. The term "Final Map" means a final subdivision map recorded in accordance with California Government Code Section 66464 *et seq*.

1.64 Finally Granted. The term "Finally Granted" means, with respect to any Project Approval, that such Project Approval has been given (and, if applicable, any necessary ordinance, resolution or similar legislative action granting or ratifying the giving of such approval has been adopted) and all applicable appeal periods for the filing of any administrative appeal, and statutes of limitation for the filing of any judicial challenge of such approval shall have expired and no such appeal or challenge shall have been filed, or if any administrative appeal or judicial challenge is filed, such approval shall either (a) have been upheld without modification, imposition of conditions or other change by a final decision in the final such appeal or challenge that is timely filed, or (b) upheld with modification, imposition of conditions or other change by a final decision that is subsequently relied upon to proceed with development authorized by the Project Approval as finally issued. The statute of limitations for the filing of any judicial challenge shall be deemed to be (i) one hundred eighty (180) days as to any Initial

Entitlement, and (ii) one (1) year as to any other Project Approval, except that TRC may, in its sole discretion, by notice to the Conservancy, waive the requirement that the statute of limitations for the filing of any judicial challenge shall have expired, and designate any Project Approval that has been given as having been Finally Granted.

1.65 First Entitlement Date. The term "First Entitlement Date" means the date on which the Initial Entitlements have been Finally Granted in the first of the Centennial, Grapevine or TMV Development Areas.

1.66 Form Conservation Easement. The term "Form Conservation Easement" means that form conservation easement agreement which has been negotiated between the Parties and attached as Exhibit N.

1.67 Governmental Agencies. The term "Governmental Agencies" means any administrative or regulatory agency, board, body, bureau, commission, department, or other authority created or authorized by any federal, state, regional or local government or governmental body, including Resource Agencies.

1.68 Hazardous Materials. The term "Hazardous Materials" includes, but is not limited to, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, RCRA, HTA, HSA, and in the regulations adopted and publications promulgated pursuant to them, or any other applicable Environmental Laws now in effect or enacted after the Effective Date.

1.69 HCL. The term "HCL" means the Hazardous Waste Control Law (California Health & Safety Code Section 25100 et seq.).

1.70 HSA. The term "HSA" means the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health & Safety Code Section 25300 *et seq*.).

1.71 HTA. The term "HTA" means the Hazardous Materials Transportation Act (49 U.S.C. Section 5101 *et seq*.).

1.72 Incidental Ranch Facilities. The term "Incidental Ranch Facilities" means all facilities not otherwise described in Paragraph 1(b) of Exhibit M that are incident to a Reserved Right, including, but not limited to, squeezes, loading chutes, holding and feeding fields, corrals, barns, shop and storage buildings, sewage disposal facilities and systems, water distribution and irrigation facilities, Livestock and wildlife watering facilities (including impoundments and related water distribution facilities) and Infrastructure.

1.73 Infrastructure. The term "Infrastructure" means streets, roads and bridges; transit and transportation facilities; water supply lines and water resource systems; storm drains and sewers; wastewater lines and wastewater management systems; electric power generation facilities and transmission lines and other associated facilities; oil and gas pipelines and associated facilities; telecommunications lines and associated facilities; and other similar improvements, utilities and facilities that would serve a Project or a Potential Project, except that power generation facilities are subject to the limitations in Paragraph 2(a)(18) of Exhibit M.

1.74 Initial Entitlements. The term "Initial Entitlements" means county approval of a specific plan (or comparable plan) following certification of environmental review pursuant to CEQA.

1.75 Initial Period. The term "Initial Period" means the period which commences on the Effective Date and expires on the date which is five (5) years thereafter.

1.76 Interim RWMP. The term "Interim RWMP" has the meaning set forth in Section 3.2.

1.77 IRS. The term "IRS" means the Internal Revenue Service.

1.78 Joint Public Statement. The term "Joint Public Statement" means that statement set forth on Exhibit U.

1.79 Linked Acreage. The term "Linked Acreage" means those areas generally depicted on Exhibit F with the precise boundaries to be determined in accordance with Section 5.3 for the tendering of Dedicated Conservation Easements upon the achievement of each applicable Development Milestone, in accordance with the provisions of Section 5.2. Specifically, the area depicted on Exhibit F as:

(a) TMV-A is linked to TMV Development Milestone A;

(b) TMV-B is linked to TMV Development Milestone B;

(c) CENT-A is linked to Centennial Development Milestone A;

(d) CENT-B is linked to Centennial Development Milestone B;

(e) GV-A is linked to Grapevine Development Milestone A; and

(f) GV-B is linked to Grapevine Development Milestone B.

1.80 Livestock. The term "Livestock" means animals typically kept on a farm or ranch, including, but not limited to, cattle, horses, sheep and goats.

1.81 Management Standard. The term "Management Standard" means the applicable standard governing the development of BMPs, Conservation Activities, and other actions as set forth in this Agreement. The Management Standards are, collectively, the Current Stewardship Standard, the Adaptive Management Standard, the Farm Area Standard, the Mining Area Standard, and the Oil and Gas Area Standard.

1.82 Map Act. The term "Map Act" means the California Subdivision Map Act (California Government Code Section 66410 *et seq*.), and any local ordinances adopted pursuant thereto.

1.83 Material Adverse Condition. The term "Material Adverse Condition" means a condition or circumstance relating to a portion of any Conservation Easement Area that

is not known to the Resource Organizations or the Conservancy as of the Effective Date, but is discovered by the Resource Organizations or the Conservancy after the Effective Date, that the Resource Organization Designee or the Conservancy determines, in the exercise of reasonable judgment, would make it imprudent for the Conservancy or an Alternate Easement Holder to accept and hold a conservation easement interest over the affected area because either (a) such condition or circumstance is materially inconsistent with the Conservation Purpose sought to be attained with the Conservation Easement, or (b) such condition or circumstance would cause, or has a reasonable likelihood of causing, the Conservancy or Alternate Easement Holder to assume or incur a material legal liability as a result of holding a conservation easement interest covering such affected area; provided, however, that in no event shall either the Reserved Rights (other than Existing Contracts) or Mitigation be considered a Material Adverse Condition.

1.84 Mining Area Standard. The term "Mining Area Standard" is a Management Standard that permits mineral extraction-related activities and new facilities and additional exploration, development and extraction in the Designated Mining Areas, subject only to BMPs that do not substantially adversely affect Owner's economic use of the Designated Mining Areas for uses permitted by Paragraph 1(b)(2)(F) of Exhibit M.

1.85 Michener Ranch Option. The term "Michener Ranch Option" has the meaning set forth in Section 6.1(b).

1.86 Mitigation. The term "Mitigation" means any actions required to be taken, or any negative covenant or restriction required to be imposed in or on, or fee transfer of, any Mitigation Area(s) to satisfy a requirement or condition of a Project Approval (or any similar approval relating to a Potential Project) or required in connection with the Reserved Rights relating to the mitigation of impacts on natural resources, including without limitation conservation, preservation, monitoring, enhancement and restoration of land and natural resource values within Mitigation Areas to mitigate the natural resource impacts of Projects, Potential Projects, and Reserved Rights.

1.87 Mitigation Area. The term "Mitigation Area" means any area or areas within the Conservation Easement Area designated as provided in this Agreement to satisfy a condition or requirement of any Project Approval (or any similar approval relating to a Potential Project) or required in connection with the Reserved Rights for Mitigation purposes. Mitigation Areas also include areas that have been previously so restricted or transferred.

1.88 Mitigation Bank Area. The term "Mitigation Bank Area" means an area of approximately 16,750 acres to be located generally within the San Joaquin valley floor portion of the Ranch, the specific boundaries of which will be defined in the Tejon Ranch Valley Floor Habitat Conservation Plan.

1.89 Mitigation Costs. The term "Mitigation Costs" means reasonable, actual costs incurred to carry out Mitigation activities after the Mitigation Transition Period.

1.90 Mitigation Implementation Period. The term "Mitigation Implementation Period" means an initial five (5) year period following the date on which a

Project Approval has been Finally Granted, which Project Approval requires Mitigation activities, unless TRC and the Conservancy mutually agree to an alternate period.

1.91 Mitigation Transition Period. The term "Mitigation Transition Period" means that period which commences on the date which is two (2) years prior to the end of the Mitigation Implementation Period.

1.92 National Cement Area. The term "National Cement Area" means the leased area described in the NCA Lease and generally depicted on Exhibit D.

1.93 NCA Lease. The term "NCA Lease" has the meaning set forth in Section 9.5.

1.94 Negotiation Notice. The term "Negotiation Notice" has the meaning set forth in Section 7.4(a)(ii).

1.95 NEPA. The term "NEPA" means the National Environmental Policy Act (42 U.S.C. § 4321 *et seq*.).

1.96 New NCA Lease. The term "New NCA Lease" has the meaning set forth in Section 9.5.

1.97 New Surface Water Diversions. The term "New Surface Water Diversions" means any diversions of surface water flows naturally occurring on the Conservation Easement Area other than diversions of such surface water flows that exist as of the Effective Date. Such existing diversions include, but are not limited to, the amounts of the surface water diversions described in water right Permits 21178, 21179, 21180, 21181, 21182, 21183, 21184, 21189, 21190, 21191 and 21192 issued by the State Water Resources Control Board, and California Department of Fish and Game Agreement Nos. 2006-0157-R4 and 2006-0184-R4; provided, however, new or modified points of diversion and/or diversion facilities that are authorized pursuant to the above-referenced permits and agreements are not "New Surface Water Diversions."

1.98 Non-Breaching Party. The term "Non-Breaching Party" has the meaning set forth in Section 12.3(a).

1.99 Non-Opposition Letters. The term "Non-Opposition Letters" means those certain letters from the Resource Organizations confirming their non-opposition to the Projects and Project Approvals attached collectively as Exhibit S.

1.100 Notice of Breach. The term "Notice of Breach" has the meaning set forth in Section 12.3(a).

1.101 Oil and Gas Area Standard. The term "Oil and Gas Area Standard" is a Management Standard that permits oil and gas extraction-related uses and new facilities and additional exploration, development and extraction in the Designated Oil and Gas Areas, subject only to BMPs that do not substantially adversely affect Owner's economic use of the Designated Oil and Gas Areas for uses permitted by Paragraph 1(b)(2)(E) of Exhibit M.

1.102 Old Headquarters Option. The term "Old Headquarters Option" has the meaning set forth in Section 6.1 (c).

1.103 Option. The term "Option" has the meaning set forth in Section 6.1.

1.104 Option Notice. The term "Option Notice" has the meaning set forth in Section 6.2.

1.105 Option Notice Date. The term "Option Notice Date" means November 1, 2010, subject to the extensions pursuant to Section 6.3.

1.106 Option Period. The term "Option Period" means that period commencing on the Effective Date and expiring on the Outside Closing Date.

1.107 Outside Closing Date. The term "Outside Closing Date" means, with respect to sales of Purchased Conservation Easements, December 31, 2010, as such date may be extended pursuant to Section 6.3.

1.108 Owner. The term "Owner" means the fee owner of an interest in any portion of the Conservation Easement Area. As of the Effective Date, TRC is the sole Owner of the Conservation Easement Area. If the Conservation Easement Area is owned by more than one fee owner, the term "Owner" includes each such owner; provided, however, that where this Agreement provides that an approval or determination is to be made by Owner with respect to any Conservation Activity located on, or any requested access to, any portion of the Conservation Easement Area, such approval or determination shall be made only by the fee owner(s) of such portion of the Conservation Easement Area.

1.109 Owner Designee. The term "Owner Designee" means TRC; provided, however, that from time to time on or after January 1, 2022, if the Owner Designee, itself or through its Affiliates, does not own the fee interest in substantially all of the Ranch, then the Owner Designee shall have the right, but not the obligation, upon notice to the Conservancy and the Resource Organizations and subject to the provisions of Section 3.13, to designate a new Owner Designee who must be a single Person then owning the fee interest in any substantial portion of the Ranch, or an entity formed to act as the Owner Designee on behalf of some or all of the owners of a fee interest in the Conservation Easement Area.

1.110 Owner Indemnified Parties. The term "Owner Indemnified Parties" means, collectively, Owner and its directors, officers, employees, agents, contractors, and representatives and the heirs, representatives, successors and assigns of each of them.

1.111 Parties. The term "Parties" means collectively TRC, each of the Resource Organizations, and the Conservancy, and their successors and assigns as permitted in Section 15.4, each of whom are individually sometimes referred to as a "Party."

1.112 PCT. The term "PCT" has the meaning set forth in Section 4.1.

1.113 PCT Realignment. The term "PCT Realignment" has the meaning set forth in Section 4.1.

1.114 PCTA. The term "PCTA" means the Pacific Crest Trail Association, a California nonprofit public benefit corporation.

1.115 Permitted Title Exceptions. The term "Permitted Title Exceptions" means:

(a) liens to secure payment of general and special real property taxes, liens and assessments which are not delinquent, or, if delinquent, are being contested in good faith;

(b) the lien of supplemental taxes assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code;

(c) any lien, encumbrance, defect, irregularity or other matter affecting title, whether or not of record, in existence on the Effective Date;

(d) covenants, conditions, restrictions or other matters imposed or required in connection with the granting of one or more Project Approvals, including Mitigation requirements;

(e) undetermined liens and charges incident to construction or maintenance, and liens and charges incident to construction or maintenance now or hereafter filed of record which are being contested in good faith by Owner any of which, whether singly or in the aggregate, do not materially adversely affect the interests of the holder of the Conservation Easement;

(f) easements, exceptions or reservations including for the purpose of pipelines, telephone lines, telegraph lines, power lines and substations, roads, streets, alleys, highways, railroad purposes, drainage and sewerage purposes, dikes, canals, laterals, ditches, the removal of oil, gas, coal or other minerals, and other like purposes, or for the joint or common use of real property, facilities and equipment, that (i) were in existence as of the Effective Date, or (ii) do not materially interfere with the ability of the holder of the Conservation Easement to perform its material duties thereunder, or (iii) evidence or implement the Reserved Rights;

(g) defects and irregularities in title that do not materially adversely affect the ability of the holder of the Conservation Easement to perform its obligations, or materially impair the Conservation Values that the Conservation Easement is intended to protect;

(h) rights reserved to or vested in any Governmental Agency to control or regulate or use any portion of the Acquisition Area, or that relate to the imposition or implementation of Mitigation within Mitigation Areas;

(i) the rights of the holder of any Conservation Easement;

(j) statutory liens arising in the ordinary course of business which are not delinquent or are being contested in good faith by Owner;

(k) leases or licenses entered into prior to the Effective Date for the use of portions of the Acquisition Areas for the Reserved Rights;

(l) leases or licenses entered into on or after the Effective Date for the use of portions of the Acquisition Areas for the Reserved Rights which are subject to the terms of this Agreement, including Conservation Easements granted pursuant to this Agreement; and

(m) exceptions created by or at the direction of, or with the written consent of the Resource Organizations through the Resource Organization Designee, which consent shall not be unreasonably withheld, conditioned or delayed.

1.116 Person. The term "Person" means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, estate, cooperative, association or other entity, whether domestic or foreign, and any Governmental Agency.

1.117 Potential Project. The term "Potential Project" means any permitting, entitlement, development, use, improvement, maintenance, repair, replacement and/or alteration, in any fashion, of an Unpurchased Acquisition Area, other than a Project.

1.118 Private Foundation Period. The term "Private Foundation Period" has the meaning set forth in Section 2.1 (f).

1.119 Prohibited Uses. The term "Prohibited Uses" means those uses and activities set forth in Paragraph 2 of Exhibit M.

1.120 Project. The term "Project" means any permitting, entitlement, development, use, improvement, maintenance, repair, replacement and/or alteration, in any fashion, of: (a) Development Areas; (b) the Conservation Easement Area, as may be allowed under the terms of this Agreement or any applicable Conservation Easement; or (c) an Unpurchased Acquisition Area, as would be allowed in the Conservation Easement Area consistent with the applicable terms of Section 3.5.

1.121 Project Approvals. The term "Project Approvals" means, in connection with any Project (or any phase of a Project) any authorization, approval, determination, agreement, entitlement or permit that may be sought or obtained from any Governmental Agency having jurisdiction over any aspect of a Project, including, but not limited to, Initial Entitlements, approval of any CEQA determination, development agreement, specific plan, parcel or subdivision map, zoning approval or determination, conditional use approval, grading permit, or the like. Without limiting the generality of the foregoing, Project Approvals include Resource Agency approvals related to a Project, including the approval of the holder and/or form of a conservation easement for Mitigation Areas required pursuant to the permit approval. As of the Effective Date, Project Approvals from Resource Agencies are anticipated to include, but are not limited to: (a) Habitat Conservation Plans to be obtained from the USFWS pursuant to Section 10 of the ESA and biological opinions to be obtained from USFWS pursuant to Section 7 of the ESA; (b) permits to be obtained from the United States Army Corps of Engineers under Section 404 of the Federal Clean Water Act ("CWA"); (c) streambed alteration agreements and California Endangered Species Act permits and agreements to be obtained from the California

Department of Fish and Game; (d) CWA Section 401 certifications and water quality permits under the Porter-Cologne Water Quality Control Laws ("Porter-Cologne"), and stormwater control plans and permits required under the CWA and Porter-Cologne, from the Regional Water Quality Control Boards subject to review by the State Water Resources Control Board; and (e) natural resource mitigation measures established by the CEQA lead agencies for any Project.

1.122 Project Sponsor. The term "Project Sponsor" means any Person owning, or having a right to acquire, an interest in a Development Area or Unpurchased Acquisition Area; including, but not limited to, Centennial LLC, TIC Corp., and TMV LLC.

1.123 Public. The term "Public" means any person who is not (a) an agent or employee of Owner or the Conservancy, (b) an employee of any local, state, federal, or other governmental agency or body while engaged in the conduct of their official duties for such governmental agency or body, (c) a tenant, licensee, occupant or easement holder that claims an interest in the Conservation Easement Area by or through Owner, or (d) an invitee of Owner.

1.124 Public Access. The term "Public Access" means the Conservancy's right to permit Public access to the Conservation Easement Area, and all access by the Public and other activities related to such right.

1.125 Public Access Plan. The term "Public Access Plan" has the meaning set forth in Section 3.11.

1.126 Purchased Conservation Easements. The term "Purchased Conservation Easements" means those Conservation Easements encumbering the Acquisition Areas which have been tendered, or are to be tendered, pursuant to this Agreement in connection with the sale by TRC and acquisition by the Resource Organizations of such Conservation Easements.

1.127 Qualified Appraisers. The term "Qualified Appraisers" means any of the appraisers listed on Exhibit P (other than the WCB Appraiser), provided that he or she is and remains a licensed appraiser and a member in good standing of the Appraisal Institute and designated as a MAI.

1.128 Qualified Recipient. The term "Qualified Recipient" means a nonprofit organization exempt under Code Section 501(c)(3) or 501(c)(4) that is neither an "association," as defined in California Civil Code Section 1351(a), nor a "community service organization or similar entity" as defined in California Civil Code Section 1368(c), unless the collection of Conservation Fees by such entity would not constitute a violation of California Civil Code Section 1368(c) or other applicable law.

1.129 Ranch. The term "Ranch" means that certain real property commonly known as Tejon Ranch and depicted on Exhibit A.

1.130 Ranch-Wide Management Plan or RWMP. The term "Ranch-Wide Management Plan" or "RWMP" means that certain ranch-wide management plan adopted by the Conservancy from time to time in accordance with the terms of Article 3 and includes the Interim RWMP, initial RWMP, and subsequent updates to the initial RWMP.

1.131 Rangeland Trust. The term "Rangeland Trust" means the California Rangeland Trust, a California nonprofit public benefit corporation.

1.132 Rangeland Trust Easement. The term "Rangeland Trust Easement" means that certain Grant of Conservation Easement dated August 16, 2000, recorded on September 18, 2000 as Document #0200101594 in the Official Records of Kern County, in favor of the Rangeland Trust.

1.133 Rangeland Trust Easement Area. The term "Rangeland Trust Easement Area" means that area generally depicted on Exhibit F as the "Rangeland Trust Area" containing approximately 1,100 acres.

1.134 RCRA. The term "RCRA" means the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.).

1.135 Release Authorization. The term "Release Authorization" has the meaning set forth in Section 12.4(a).

1.136 Request for Payment. The term "Request for Payment" has the meaning set forth in Section 12.4(a).

1.137 Requesting Party. The term "Requesting Party" has the meaning set forth in Section 3.6(a)(i).

1.138 Required Extension. The term "Required Extension" means an extension option contained in an Existing Contract that may be exercised, without consent of Owner, by a party to the Existing Contract other than Owner, and, following such exercise, is binding on all parties to the Existing Contract.

1.139 Required Measures. The term "Required Measures" means those certain measures for each of the Development Areas as set forth in Section 9.1.

1.140 Reserved Rights. The term "Reserved Rights" means, collectively, all rights accruing from Owner's ownership of the Conservation Easement Area, including, but not limited to, the right to engage in or to permit or invite others to engage in all uses of the Conservation Easement Area, that are not prohibited or limited by, and are consistent with the Conservation Purpose of, this Agreement, including all activities and uses expressly permitted by and described in Paragraph 1 of Exhibit M or elsewhere in this Agreement.

1.141 Residential Lot. The term "Residential Lot" means any lot or parcel of land, whether improved or unimproved, intended for residential use, as shown on a duly filed Final Map or parcel map in the Centennial, Grapevine or TMV Development Areas or any portion of any, or any timeshare interest (as defined in California Business and Professions Code Section 11212(x)) derived therefrom, and any and all improvements thereon.

1.142 Resource Agency(ies). The term "Resource Agency(ies)" means any administrative or regulatory agency, board, body, bureau, commission, department, or other authority created or authorized by any federal, state, regional or local government or

governmental body with discretionary approval authority over all or any portion of a Project (or Potential Project) insofar as that Project (or Potential Project) will or may adversely affect any natural resources, including, without limitation, the CEQA lead agencies for any Project.

1.143 Resource Organization Designee. The term "Resource Organization Designee" means the individual or entity identified and duly appointed by the Resource Organizations to take such actions and perform such obligations, on behalf of all Resource Organizations, as may be required pursuant to this Agreement, including keeping the Resource Organizations reasonably informed of its activities pursuant to this Agreement. The Resource Organization Designee may be changed upon not less than thirty (30) days prior written notice to the Owner Designee, duly signed and authorized by at least three (3) Resource Organizations, but in order for such notice to be effective, the notice must designate a replacement Resource Organization Designee. The initial Resource Organization Designee shall be Terrell Watt, AICP.

1.144 Resource Organization Indemnified Parties. The term "Resource Organization Indemnified Parties" means, collectively, each Resource Organization and their directors, officers, employees, agents, contractors, and representatives and the heirs, representatives, successors and assigns of each of them.

1.145 Stewardship Rights and Obligations. The term "Stewardship Rights and Obligations" means (a) the rights and obligations of the holder of a Conservation Easement pursuant to the terms of a Conservation Easement Agreement, (b) any Mitigation, monitoring, enforcement, adaptive management, restoration or enhancement activity undertaken by the Conservancy pursuant to the terms of this Agreement, the Interim RWMP or the RWMP, and all subsequent revisions thereof, and (c) other rights and obligations of the Conservancy arising out of the stewardship of the Conservation Easement Area pursuant to the terms of this Agreement, the Interim RWMP or the RWMP, and all subsequent revisions thereof.

1.146 Supplemental Mitigation Funding. The term "Supplemental Mitigation Funding" means any payments, other than Conservation Fees, required by a Resource Agency to fund Mitigation for a Project, whether payable up-front or periodically, through advances or as an endowment.

1.147 TRC's Current Actual Knowledge. The term "TRC's Current Actual Knowledge" has the meaning set forth in Section 8.8.

1.148 TRC's Representatives. The term "TRC's Representatives" has the meaning set forth in Section 8.8.

1.149 Tri-Centennial Option. The term "Tri-Centennial Option" has the meaning set forth in Section 6.1(d).

1.150 Type III Supporting Organization. The term "Type III Supporting Organization" has the meaning set forth in Section 2.1(c).

1.151 Unpurchased Acquisition Area. The term "Unpurchased Acquisition Area" means any Acquisition Area over which the Resource Organizations have failed to acquire

a Purchased Conservation Easement on or before the Outside Closing Date or the portion of the Conservation Easement Area subject to a Material Adverse Condition that the Resource Organization Designee has directed be removed from the Conservation Easement Area pursuant to Section 8.7.

1.152 USFS. The term "USFS" means the United States Forest Service.

1.153 USFWS. The term "USFWS" means the United States Fish and Wildlife Service.

1.154 Water Transfers. The term "Water Transfers" has the meaning set forth in Section 10.5(b)(vii).

1.155 WCB. The term "WCB" means the State of California Wildlife Conservation Board.

1.156 WCB Appraiser. The term "WCB Appraiser" has the meaning set forth in Section 6.7(a).

1.157 WCB Conservation Easement Policies. The term "WCB Conservation Easement Policies" means those policies adopted by WCB attached as Exhibit Y.

1.158 White Wolf Option. The term "White Wolf Option" has the meaning set forth in Section 6.1(e).

1.159 Williamson Act Contract. The term "Williamson Act Contract" means any contract entered into pursuant to the California Land Conservation Act of 1965 (California Government Code Section 51200 *et seq*.), that affects a portion of the Conservation Easement Area.

2. TEJON RANCH CONSERVANCY

2.1 Tejon Ranch Conservancy.

(a) The Conservancy is a nonprofit public benefit corporation that has been formed by the Resource Organizations. The mission of the Conservancy is to preserve, enhance and restore the native biodiversity and ecosystem values of the Ranch and Tehachapi Range for the benefit of California's future generations. The Conservancy will work collaboratively with TRC to promote the long-term science-based stewardship of the Ranch and to provide for public enjoyment through educational programs and public access.

(b) The Conservancy shall, within thirty (30) days after the Effective Date, amend its articles of incorporation in substantial accordance with Exhibit K-1 and by-laws in substantial accordance with Exhibit K-2. The Conservancy shall thereafter use its best efforts to obtain a determination letter from the IRS formally recognizing the Conservancy as a charity exempt from federal income tax under Code Section 501(c)(3), and to maintain such status continuously thereafter. The Conservancy shall at all times be operated in a manner consistent with Code Section 501(c)(3), without causing any private inurement or improper private benefit

to occur, and in compliance with applicable federal and state laws governing nonprofit, tax-exempt charitable organizations. The Conservancy has agreed to all provisions of this Agreement as a material inducement to TRC to enter into the Agreement, and acknowledges that it has concluded that all of its obligations hereunder are consistent with its exempt purpose.

(c) The Conservancy shall use its best efforts to (i) obtain a determination letter from the IRS that classifies the Conservancy as an organization that is not a private foundation because it is a publicly supported organization described in either Code Section 509(a)(1) and Code Section 170(b)(1)(A)(vi), or in Code Section 509(a)(2), for an advance ruling period, and (ii) raise sufficient public support to maintain that status during the advance ruling period and thereafter. If the IRS declines to grant the Conservancy an advance ruling that it qualifies as a publicly supported organization under Code Section 509(a)(1) or 509(a)(2), or if at any time after being recognized as a publicly supported organization the Conservancy, based on the advice of legal counsel engaged by the Conservancy, determines that the Conservancy is likely not to pass a public support test and to revert to private foundation status, then the Parties shall take all reasonable steps necessary to convert the Conservancy to an organization described in Code Section 509(a)(3)(B)(iii) (a "Type III Supporting Organization") while continuing to adhere to all the terms of this Agreement. In this event, one or more of the Resource Organizations, the number and identity of which shall be determined by the Resource Organizations in their sole discretion, shall execute any and all documents reasonably required to be named a supported organization of the Conservancy so as to permit the restructuring of the Conservancy as a Type III Supporting Organization. The Parties alternatively may agree to convert the Conservancy to another type of organization described in Code Section 509(a)(3) other than a Type III Supporting Organization.

(d) In the event that the IRS determines (i) that the Conservancy does not qualify as a charity tax-exempt under Code Section 501(c)(3), or (ii) that the Conservancy is a private foundation because it is not as described in Code Section 509(a)(1), (2), or (3) (each an "Adverse IRS Determination"), and the Conservancy in good faith believes based on advice from legal counsel that reversing such Adverse IRS Determination more likely than not will require modifications to this Agreement, including without limitation any of the exhibits attached hereto, to any Conservation Easements, or to any other agreements entered into between TRC or any Project Sponsor and the Conservancy (the "Conservancy Agreements"), or to the articles of incorporation or bylaws of the Conservancy, the Parties shall promptly and diligently negotiate in good faith to modify this Agreement or applicable Conservancy Agreement, to amend the Conservancy's bylaws and articles of incorporation, and to take any other necessary steps to enable the Conservancy to obtain and maintain Code Section 501(c)(3) exempt status and classification as an organization that is not a private foundation under Code Section 509(a). For the purposes of this Section 2.1(d) only, an Adverse IRS Determination shall be deemed to occur when such determination is issued by the IRS in writing or when an IRS agent orally informs the Conservancy's counsel that a written Adverse IRS Determination will be forthcoming unless changes in the Conservancy structure, purpose, or activities are made.

(e) Notwithstanding the foregoing, in no circumstance shall TRC be required (i) to relinquish its right to appoint one-third of the members of the Conservancy Board (or a successor-in-interest to the Conservancy), or (ii) to agree that the Resource Organizations or their Affiliates appoint a majority of the members of the Conservancy Board, or (iii) to agree

to any other governance provision which would give effective control over the Conservancy and the Conservation Fees to one or more of the Resource Organizations or their Affiliates, or (iv) to agree to any material modification of this Agreement, any Conservation Easement or any other Conservancy Agreements.

(f) If at any time the Conservancy is determined by the IRS to be a private foundation within the meaning of Code Section 509, including without limitation an operating foundation within the meaning of Code Section 4942 (j)(3), then from the effective date of such IRS determination until the later of (i) the effective date of a subsequent IRS determination that the Conservancy qualifies as an organization that is not a private foundation under Code Section 509(a)(1), (2), or (3) and (ii) the date the Conservancy receives notice of such subsequent determination (the "Private Foundation Period"), the following shall apply:

(i) During the Private Foundation Period, each Party shall use its best efforts to carry out its obligations in a manner that will not cause the Conservancy, any of its foundation managers (as defined in Code Section 4946(b)), TRC or any Project Sponsor to be subject to excise tax liabilities under any provision of the Code as a result of the Conservancy's private foundation status.

(ii) If, in the opinion of a Party's legal counsel, the performance by that Party of any obligation arising under this Agreement, any Conservation Easements held by the Conservancy, or the Conservancy Agreements, more likely than not would subject the Conservancy, any of its foundation managers (as defined in Code Section 4946(b)), TRC or any Project Sponsor to excise tax liability under any provision of the Code as a result of the Conservancy's private foundation status, then the performance of such obligation shall be suspended during the Private Foundation Period. The Conservancy, TRC and the Project Sponsors shall not be in default under this Agreement (or any Conservancy Agreement) by reason of the abeyance of obligations in accordance with this Section 2.1(f) during the Private Foundation Period.

(iii) If and when the Private Foundation Period ends by reason of the attainment of public charity status by the Conservancy, then the Parties shall determine an equitable resolution so that the Parties are returned to the status quo ante as if the Private Foundation Period had not occurred, taking into account the cost of substitute performance, if any. To the extent that TRC or any Project Sponsor performs any Mitigation activities, any allocation of costs shall be determined in accordance with Section 3.10(e) and 3.10(f).

(g) If, despite the efforts of the Parties pursuant to this Section 2.1, either (i) the IRS issues a final determination that the Conservancy is not exempt under Code Section 501(c)(3), or (ii) (x) the Conservancy has not attained or regained its status as an organization that is not a private foundation under Code Section 509(a)(1), (2), or (3) within sixty (60) months after receiving a written IRS determination that it is a private foundation and (y) legal counsel engaged by either TRC or the Conservancy determines that the performance of any of the obligations under the Conservation Easements more likely than not would subject the Conservancy, any of its foundation managers (as defined in Code Section 4946(b)), TRC or any Project Sponsor to excise tax liability under any provision of the Code as a result of the Conservancy's private foundation status, then, either TRC or the Conservancy may elect by

written notice to the other Parties that any Conservation Easements which have not previously been granted, shall be tendered, as and when required to be tendered pursuant to this Agreement, to one or more Alternate Easement Holders selected pursuant to this Section 2.1(g), rather than to the Conservancy, and the Conservancy shall assign any Conservation Easement that it has previously acquired pursuant to this Agreement to one or more Alternate Easement Holders. Upon such election, the Parties shall meet and confer to select an Alternate Easement Holder meeting the qualifications set forth in Section 8.1(a).

(h) If the Parties have been unable to agree on such an Alternate Easement Holder within ninety (90) days after such election, the Parties shall request that The Nature Conservancy (or a mutually acceptable alternative holder) be the Alternate Easement Holder, provided that The Nature Conservancy (or a mutually acceptable alternative holder) is (i) qualified to hold a conservation easement under California Civil Code Section 815.3; and (ii) determined by TRC and the Resource Organization Designee, each in its sole and absolute discretion, to be: (A) experienced in holding and monitoring conservation easements on properties similar to the Conservation Easement Area; (B) willing and financially able to assume all of the responsibilities imposed on the Conservancy under the applicable Conservation Easement Agreement; and (C) otherwise qualified to be a transferee of the applicable Conservation Easement Agreement.

(i) If the criteria in Section 2.1(h) are not met, then TRC and the Resource Organization Designee shall petition a court of competent jurisdiction to transfer the applicable Conservation Easement Agreement(s) to an organization that meets the criteria listed in Section 8.1(a)as the Alternate Easement Holder. The Parties intend that, in the selection of a transferee entity, preference be given to a qualified private nonprofit organization with the requisite experience in holding and monitoring conservation easements on properties similar to the Conservation Easement Area and preserving and protecting the Conservation Values.

2.2 Conservation Fee Covenant.

(a) Recordation of Conservation Fee Covenant. TRC shall cause a Conservation Fee Covenant to be executed, acknowledged and recorded so as to encumber each of the Centennial, Grapevine and TMV Development Areas as soon as reasonably practicable after the Effective Date. Within thirty (30) days after the Effective Date, TRC shall draft and deliver to the Resource Organization Designee a proposed form of Conservation Fee Covenant consistent with the Conservation Fee Principles. The Resource Organization Designee and the Conservancy shall jointly provide TRC any comments on the proposed form of Conservation Fee Covenant within fifteen (15) days after delivery of the draft by TRC. TRC, the Conservancy and the Resource Organization Designee shall thereafter work cooperatively and in good faith to finalize, execute, acknowledge and record the Conservation Fee Covenant as soon as practicable.

(b) Dispute Resolution.

(i) If the Resource Organization Designee, the Conservancy and TRC are unable to agree on the form of the Conservation Fee Covenant within ninety (90) days after the Effective Date, then either the Resource Organization Designee and the Conservancy, acting jointly, or TRC may, by notice to the other, elect to submit the disputed

issues to binding arbitration pursuant to this Section 2.2(b). All subsequent references in this Section 2.2(b) to the Resource Organization Designee shall refer to the Resource Organization Designee and the Conservancy acting jointly. Within fifteen (15) days after such notice, the Resource Organization Designee and TRC shall each deliver to the other a list of their respective outstanding issues and a proposed form of Conservation Fee Covenant incorporating such Party's proposed resolution of each of such issues. The Resource Organization Designee and TRC shall, within the fifteen (15) day period that follows the mutual exchange of such documents, work cooperatively and in good faith to resolve such issues.

(ii) If at the end of such fifteen (15) day period, the Resource Organization Designee and TRC are still unable to agree on the form of the Conservation Fee Covenant, the Resource Organization Designee and TRC shall mutually appoint a retired judge with substantial experience in relevant real estate matters to act as an independent arbitrator. If the Resource Organization Designee and TRC are unable to mutually appoint such arbitrator within fifteen (15) days, either the Resource Organization Designee or TRC shall have the right, to demand, by written notice, that the selection of the arbitrator be made by Judicial Arbitration and Mediation Services in Los Angeles, California. Within five (5) days after the appointment of the arbitrator, the Resource Organization Designee and TRC shall each deliver their respective form of Conservation Fee Covenant to the arbitrator.

(iii) Within thirty (30) days after the appointment of the arbitrator, the arbitrator shall review each of the proposed Conservation Fee Covenants and conduct a hearing, at which the Resource Organization Designee and TRC may each make supplemental oral and/or written presentations. The arbitrator shall select either the Resource Organization Designee's proposed Conservation Fee Covenant or TRC's proposed Conservation Fee Covenant and shall notify the Resource Organization Designee and TRC thereof within sixty (60) days after the appointment of the arbitrator. The arbitrator's decision shall be limited solely to the issue of whether Resource Organization Designee's proposed Conservation Fee Covenant or TRC's proposed Conservation Fee Covenant most closely conforms to the terms and conditions of this Agreement, the Conservation Fee Principles and Applicable Law. The arbitrator shall have no right to propose a middle ground or to modify either of the two proposed Conservation Fee Covenants, the provisions of this Agreement or the Conservation Fee Principles. The decision of the arbitrator shall be binding upon the Parties. The costs and fees of the arbitrator shall be paid one-half by the Resource Organizations and one-half by TRC.

(c) Amendment and Restatement of Conservation Fee Covenant. The Parties acknowledge and agree that each Conservation Fee Covenant that initially encumbers the entirety of each of the Centennial, Grapevine and TMV Development Areas shall explicitly permit such Conservation Fee Covenant to be amended and restated to encumber only Residential Lots in the Centennial, Grapevine and TMV Development Areas as the location of such Residential Lots is finally established. As the location of such Residential Lots is finally established for any portion of the Centennial, Grapevine and TMV Development Areas through the recordation of a Final Map, TRC (or the applicable Project Sponsor) shall have the right to prepare an amended and restated Conservation Fee Covenant for the applicable portion of such Development Area and shall deliver a copy of such amended and restated Conservation Fee Covenant to the Resource Organization Designee and the Conservancy. The approval of the Resource Organization Designee and the Conservancy shall not be withheld, conditioned or

delayed if the amended and restated Conservation Fee Covenant is consistent with the form of the initial Conservation Fee Covenant for such Project. If the Resource Organization Designee or the Conservancy determines that the Conservation Fee Covenant is not consistent with the form of the initial Conservation Fee Covenant, the Resource Organization Designee, the Conservancy, TRC and any affected Project Sponsor shall meet and confer regarding revisions to the proposed amended and restated Conservation Fee Covenant. If they are unable to resolve their differences within ninety (90) days after the delivery of the proposal to the Resource Organization Designee and the Conservancy, then any of TRC, the Resource Organization Designee or the Conservancy may submit the matter to binding arbitration in accordance with Section 2.2(b). The Parties shall cooperate in good faith to ensure that the amended and restated Conservation Fee Covenants are finalized, executed, acknowledged and recorded in a timely manner after the location of such Residential Lots has been finally established, and, if requested in writing by TRC, the Conservancy shall execute, acknowledge and record a quitclaim deed terminating any interest in the original Conservation Fee Covenant that is applicable to non-Residential Lots.

2.3 Advance Obligation. To fund the operations of the Conservancy during the Advance Obligation Period, TRC shall make interest-free loans to the Conservancy (each an "Advance") as follows: (a) Eight Hundred Twenty Thousand Dollars ($820,000) for calendar year 2008; (b) One Million Seventy Thousand Dollars ($1,070,000) per year for each of calendar years 2009 and 2010; and (c) Eight Hundred Thousand Dollars ($800,000) per year (to be prorated based on any partial calendar year) for each of calendar years 2011 through 2014, subject to increase as provided in Section 2.4 (for each calendar year, the "Advance Amount"). Unless otherwise agreed by TRC and the Conservancy, such Advances shall be payable as follows: for calendar year 2008, payments shall be made in two installments of Four Hundred Ten Thousand Dollars ($410,000) on or before July 1, 2008 and October 1, 2008 and thereafter Advances shall be paid in equal installments on or before January 1, April 1, July 1 and October 1 of each year the Advance Amount is due and payable.

2.4 Increase in Advance Amount for Mitigation. The Advance Amount shall increase to One Million Five Hundred Thousand Dollars ($1,500,000) per year (to be prorated based on any partial calendar year) at such time as the first Mitigation Transition Period for a Project Approval commences as provided in Section 3.10(e). TRC shall also provide: (a) during the Advance Obligation Period, as and when required by the Conservancy, as an Advance to the Conservancy, any Mitigation Costs, and (b) as and when required by Resource Agencies, as an Advance to the Conservancy, any Supplemental Mitigation Funding.

2.5 Extension of Advance Obligation Period. If (a) on or before the Outside Closing Date, the Resource Organizations have purchased Conservation Easements over any four (4) or more of the Acquisition Areas, or (b) the Advance Amount has increased as set forth in Section 2.4, then the Advance Obligation Period shall be extended through December 31, 2021.

2.6 Repayment of Advances. The Conservancy shall repay TRC for Advances, including any Advances for Mitigation Costs and Supplemental Mitigation Funding, from the Conservation Fees received by the Conservancy and shall not be obligated to make payment from any other source of funds. Until all Advances are repaid, payments shall be made as follows:

(a) In any calendar quarter during the Advance Obligation Period, the Conservancy shall, as Conservation Fees are received by the Conservancy, use those fees to repay TRC for Advances made. Payments for each quarter shall be made no later than fifteen (15) days prior to the end of the calendar quarter.

(b) After the Advance Obligation Period, the amount repaid to TRC for Advances in any one calendar year shall be the amount, if any, by which the Conservation Fees received by the Conservancy in such calendar year exceed an amount equal to the Advance Amount (even though such Advances are no longer required), prorated for any partial year, plus the Mitigation Costs incurred for that year (the "Annual Funding Requirement"). Within forty-five (45) days after the end of each calendar year, the Conservancy shall determine whether a repayment of Advances described in this Section 2.6(b) is due to TRC for that year and remit any such repayment due to TRC within fifteen (15) days.

2.7 Initial Conservancy Operations. TRC and the Conservancy shall work cooperatively to ensure that the Conservancy can function effectively during the Advance Obligation Period, which may include some in-kind contributions from TRC to the Conservancy, including the use of equipment, supplies or other tangible resources, and the occupancy of office space for Conservancy employees in connection with the Conservancy's operations and performance of the Conservancy's Stewardship Rights and Obligations. To the extent that TRC makes in-kind donations to the Conservancy, use of the donated resources shall be under the direction and control of the Conservancy.

2.8 Use of Conservation Fees or Advances. The Conservancy shall spend sums received from the receipt of Conservation Fees (or Advances) for: (a) Conservancy operations and staffing consistent with Land Trust Alliance Standards for conducting necessary activities in connection with the dedication or acquisition of the Conservation Easements; (b) monitoring and enforcing, or causing to be monitored and enforced, the Conservation Easements; (c) monitoring and implementing, or causing to be monitored and implemented, all Mitigation obligations; and (d) developing, implementing and enforcing the RWMP.

2.9 Other Uses of Conservation Fees. The Conservancy may, as an ancillary function of the Conservancy's operations, enhance and restore the Conservation Values of the Conservation Easement Area and acquire in-holding properties or other properties outside of the Ranch that are related to the Conservancy's mission and have a biological nexus to the Ranch; provided, however, that (a) Advances may not be used for such activities, and (b) Conservation Fees can only be used for such activities if, (i) the Conservancy is currently fulfilling and reasonably determines that it will have the future funding to continue to fulfill the obligations and activities set forth in Section 2.8 and (ii) all outstanding Advances have been repaid to TRC. Revenue generated from sources other than Conservation Fees and Advances (including investment income earned on either) shall not be subject to the limitations in this Section 2.9.

2.10 Prohibition on Use of Conservation Fees. In no event shall any proceeds of the Conservation Fees or Advances be: (a) utilized to finance litigation relating to a Project, Project Approvals or a Potential Project (other than as required to collect Conservation Fees and/or defend the Conservancy in connection with a lawsuit relating to the enforcement of the Conservation Fee Covenant); (b) during the Advance Obligation Period, utilized to finance

political action or advocacy except (i) in connection with Governmental Agency funding of Conservancy acquisitions and programs, (ii) in connection with regulation or legislation pertaining to transfer fees (as defined in California Civil Code Section 1098) or (iii) as otherwise approved by the unanimous vote of the Conservancy Board; (c) paid to an entity that is not a Qualified Recipient; or (d) utilized in a manner that would violate the provisions of the Davis-Stirling Common Interest Development Act (California Civil Code Section 1350 *et seq*.) or other applicable laws.

3. RANCH-WIDE MANAGEMENT PLAN.

3.1 Ranch-Wide Management Plan. The Conservancy shall adopt a RWMP for the Conservation Easement Area as provided in this Agreement. The RWMP shall:

(a) Identify and assess the Conservation Values of the Conservation Easement Area and opportunities for protection, enhancement and restoration of those Conservation Values;

(b) Establish sustainable strategies for the stewardship of the Conservation Easement Area with appropriate provision for both the protection of the Conservation Values of the Conservation Easement Area and the continued use of the Conservation Easement Area for the Reserved Rights;

(c) Establish reasonable and economically feasible conservation goals and objectives for the Conservation Easement Area including with regard to the following:

(i) Promotion and restoration of native biodiversity and ecosystem values.

(ii) Protection and enhancement of natural watershed functions and stream and aquatic habitat quality.

(iii) Maintenance of healthy, diverse native forests.

(iv) Protection of human life and property, public safety, and natural resource values from wildfire, recognizing that fire is a natural ecological process.

(v) Protection and appropriate restoration and interpretation of significant historic and cultural resources.

(vi) Protection of scenic vistas and rare visual resources.

(d) Achieve the RWMP goals and objectives through the establishment of BMPs for permitted uses of the Conservation Easement Area, identifying appropriate Conservation Activities, monitoring programs, and research consistent with Paragraph 3 of Exhibit M and providing flexibility to implement BMPs and Conservation Activities in an adaptive fashion to achieve the RWMP conservation goals and objectives all in accordance with the applicable Management Standard;

(e) Provide opportunities for significant, well managed public access through a Public Access Plan developed in accordance with Section 3.11; and

(f) Establish environmental education and outreach programs, including maintaining relationships with local Native American groups.

3.2 Interim RWMP Process. Within one (1) year from the Effective Date, TRC shall draft a planning document (the "Interim RWMP") in cooperation with the Conservancy which includes: (a) a list and summary of currently available reports and other materials documenting baseline conditions of the Conservation Easement Area; (b) a list of proposed BMPs for each of the Reserved Rights (other than the Core Activities) consistent with the Current Stewardship Standard; (c) a list of proposed geographic sub-areas which shall receive priority in the development of additional baseline evaluations and sub-area conservation goals in the RWMP; (d) a proposed interim public access plan developed in accordance with Section 3.11 including provision for docent-led tours to specified portions of the Conservation Easement Area and Bear Trap Canyon; and (e) a general process and timeline proposed for implementation of the RWMP, including information needs for future revisions of the RWMP. TRC shall bear all costs in connection with its preparation of the Interim RWMP. TRC shall meet and confer with the Conservancy while developing the Interim RWMP, and TRC and the Conservancy shall work cooperatively and in good faith to finalize a mutually agreeable Interim RWMP for adoption by the Conservancy Board.

3.3 Initial RWMP. Upon the Conservancy's adoption of the Interim RWMP, the Conservancy shall commence baseline studies and monitoring of the Conservation Easement Area in accordance with the Interim RWMP and the preparation of the RWMP in accordance with Section 3.1. The initial RWMP shall be completed promptly, but not later than the end of the Initial Period. The initial RWMP shall clearly establish conservation goals and objectives designed to preserve and enhance the Conservation Values present on the Conservation Easement Area on a sub-area or management unit basis as of the Effective Date as documented in the baseline studies and monitoring for any designated sub-area or management unit, taking into account seasonal variations and other climate cycles and the Reserved Rights. Throughout the development of the initial RWMP, TRC and the Conservancy shall meet and confer to discuss the progression of the baseline studies and development of the initial RWMP. TRC and the Conservancy shall work cooperatively and in good faith to ensure the completion of the baseline studies and the initial RWMP. Upon completion of the initial RWMP, the Conservancy Board shall adopt the initial RWMP. The RWMP may include, among other items, BMPs for soil and water conservation, erosion control, grazing management, pest management, nutrient management, wildlife management, public access programs, water quality and habitat protection on the Conservation Easement Area. Subject to the terms of this Agreement, BMPs may include, without limitation: (a) controls on the active introduction and spread caused by TRC of non-native exotic invasive plant and animal species; (b) residual dry matter guidelines, which may vary according to slope, soil, precipitation and other conditions; and (c) other practices to protect water quality, and riparian and other native habitats and species within the Conservation Easement Area, all consistent with the applicable Management Standard.

3.4 Future Revisions to RWMP. The Parties recognize that changes in economic conditions, in weather cycles, in technologies, in conservation practices and in the

Conservancy's understanding of Conservation Values will dictate an evolution and adaptation of the management of the Conservation Easement Area, consistent with the purposes of this Agreement. The Conservancy shall update the RWMP (in consultation with the Owner Designee) every five (5) years after the Initial Period and as otherwise needed to address such changes in accordance with Section 3.1. All RWMP updates and amendments shall be approved by the Conservancy Board.

(a) In addition to informal consultations, at least one (1) year prior to adopting a five (5) year RWMP update, the Conservancy shall notify the Owner Designee of its intent to do so and shall invite the Owner Designee to suggest revisions to the RWMP. The Conservancy shall consider these comments in good faith, and at least ninety (90) days prior to adopting a five (5) year RWMP update, the Conservancy shall provide the Owner Designee with a draft of the proposed update together with a report discussing the reasons necessitating such revisions, any impact that the proposed revisions might have on the Reserved Rights, and responding to the suggestions made by the Owner Designee at the commencement of the update process.

(b) In some circumstances it may be necessary or prudent to amend the RWMP independently of the five (5) year update process. Amendments may be initiated by the Conservancy or proposed by the Owner Designee by providing notice of the proposed amendment to the other. Promptly after receipt of such notice, the Owner Designee and the Conservancy shall meet and confer to discuss the revisions proposed in the notice and each shall consider the proposed amendments in good faith. In addition, if the Owner Designee determines in good faith that changing conditions make any BMPs required by the RWMP infeasible, impracticable or ineffective in meeting the applicable Management Standard, the Owner Designee may provide the Conservancy notice of its proposal to suspend the implementation of the BMPs and shall recommend alternative BMPs to the Conservancy, which the Conservancy shall consider in good faith. If the Conservancy has not responded to the Owner Designee's proposed suspension of the original BMPs within ninety (90) days after receipt of the Owner Designee's notice, Owner may suspend the implementation of the original BMPs and shall not be required to re-commence the implementation of such original BMPs unless the Conservancy Board determines that such original BMPs are the most cost-effective, reasonable and practicable methods available to meet the applicable Management Standard.

3.5 Implementation of RWMP. This Agreement provides for the phased acquisition by the Conservancy (or Alternate Easement Holders) of Conservation Easements over the Conservation Easement Area. As such Conservation Easements are granted, each Conservation Easement shall govern the conduct of Reserved Rights and the implementation of the RWMP within the applicable Conservation Easement Area. Nothing in this Agreement shall interfere with Owner's rights to conduct the Core Activities. In order to protect the Conservation Values of the Conservation Easement Area, this Section 3.5 provides for the phased implementation of the BMPs set forth in the RWMP to govern the conduct of the Reserved Rights (other than Core Activities) within the Conservation Easement Area during the period prior to the conveyance of Conservation Easements as follows:

(a) Upon the Effective Date and until the adoption of an Interim RWMP, Owner shall manage and use the Conservation Easement Area in a manner consistent

with Exhibit M, and, recognizing that BMPs have not yet been established, generally consistent with TRC's practices as of the Effective Date, taking into account, where applicable and feasible, the intent of Section 3.1. Owner shall have any and all rights pursuant to Exhibit M.

(b) Following adoption of the Interim RWMP and until the adoption of the RWMP, TRC and Owner shall manage and use the Conservation Easement Area consistent with Exhibit M, and shall commence and diligently pursue implementation of the BMPs set forth in the Interim RWMP for all Reserved Rights on the Conservation Easement Area consistent with Exhibit M. Owner shall have any and all rights pursuant to Exhibit M.

(c) Following adoption of the RWMP pursuant to Section 3.3, or subsequent updates pursuant to Section 3.4, Owner shall manage and use the Conservation Easement Area consistent with Exhibit M, including implementation of BMPs as set forth in the RWMP, and Owner shall have any and all rights pursuant to Exhibit M.

3.6 Entry and Access to Conservation Easement Area.

(a) Access Procedure. In order to provide for Owner's operational, safety and other considerations, all entry on and access to the Conservation Easement Area by the Conservancy and the Resource Organizations (as applicable), and their respective employees, agents and contractors, in connection with this Agreement shall be in accordance with the procedure set forth in this Section 3.6, or such other procedure as Owner and the Conservancy may agree in writing; provided, however, that promptly after the Effective Date, the Conservancy and the Owner Designee shall develop specific policies and procedures that shall permit the Conservancy to access the Conservation Easement Area for routine inspection and monitoring activities consistent with the operational, safety and similar considerations on not more than forty-eight (48) hours prior written notice; and further provided that the Parties shall cooperate with one another to develop an agreement that shall provide the Conservancy and its employees with entry on and access to the Conservation Easement Area with forty-eight (48) hours prior written notice (or less if agreed to by the Parties) for occasional tours in connection with securing funding for the acquisition of an Acquisition Area. This Section 3.6 shall not apply to any Public Access to the extent that such Public Access is permitted by Section 3.11.

(i) If either the Conservancy or the Resource Organizations (the "Requesting Party") desire to enter on and access the Conservation Easement Area to perform an activity that such Requesting Party is permitted to perform under the terms of this Agreement, then the Requesting Party shall provide Owner with an Access Notice at least ten (10) days prior to the date the Requesting Party desires to enter on the Conservation Easement Area. If, in Owner's reasonable determination, there are operational, safety or other reasonable impediments to the entry and access proposed by the Requesting Party, then Owner may respond to the Requesting Party within such ten (10) day period to identify such impediments, and Owner and the Requesting Party shall cooperate with one another to develop a reasonable schedule and manner of entry on and access to the Conservation Easement Area that reasonably addresses the impediments identified by Owner. Notwithstanding the foregoing, the Conservancy shall not be required to follow the access procedure set forth in this Section 3.6(a)(i) in cases where the Conservancy reasonably determines that immediate entry on the Conservation Easement Area is required on account of an imminently threatened or continuing violation of this Agreement,

provided that the Conservancy shall use reasonable efforts to give notice of entry to Owner at the time of entry, and the Conservancy shall give Owner written notice of such entry as soon thereafter as practicable.

(ii) All entry on and access to the Conservation Easement Area shall (A) be at reasonable times (except in cases where the Conservancy reasonably determines that immediate entry on the Conservation Easement Area is required in accordance with Section 3.6(a)(i)), (B) be in accordance with Owner's then-current, reasonable requirements for entry on the Conservation Easement Area (except in cases where the Conservancy reasonably determines that immediate entry on the Conservation Easement Area is required in accordance with Section 3.6(a)(i), any such requirements regarding prior notice of the Conservancy's entry shall apply only to the extent reasonable under the circumstances), and (C) not unreasonably interfere with Owner's authorized use and quiet enjoyment of the Conservation Easement Area. In addition, Owner shall have the right to have one (1) or more representatives accompany the Requesting Party, its employees, agents and contractors, during any entry on and period of access to the Conservation Easement Area, and any entry on and access to the Conservation Easement Area by the Resource Organizations shall be by no more than ten (10) of the Resource Organizations' officers, directors, employees and agents, at any given time, without the prior written consent of Owner.

(b) Insurance Requirements.

(i) The Conservancy, and, as a condition to access to the Conservation Easement Area, any Resource Organization, shall obtain and maintain a policy of commercial general liability insurance insuring against bodily injury and property damage with respect to their respective activities and the activities of their employees, agents, and invitees (including, but not limited to as to the Conservancy's policy, any person who obtains access to the Conservation Easement Area pursuant to Section 3.11) on the Conservation Easement Area. Each policy, which may be in the form of an umbrella policy covering other activities or properties, shall be written as primary insurance, have an initial combined limit of coverage not less than $5,000,000, which shall be adjusted from time to time thereafter as commercially reasonable and provided any increase in coverage is available upon commercially reasonable terms, and shall name Owner, any lender with a loan secured by all or a part of the Conservation Easement Area, as indicated by Owner in writing, and any other party reasonably requested in writing by Owner as additional insureds. The Conservancy and each such Resource Organization shall obtain and maintain a policy of comprehensive automobile liability insurance with a policy limit of not less than $1,000,000 each accident for bodily injury and property damage, and insuring against all loss in connection with the ownership, maintenance and operation of automotive equipment that is owned, hired or non-owned, and Worker's Compensation with statutory limits. Not more often than once per year and upon not less than sixty (60) days prior written notice, the Owner Designee may require the Conservancy (and any Resource Organization, as applicable) to increase the insurance limit set forth above or to provide other forms of insurance, as commercially reasonable in light of the activities of the Conservancy (or such Resource Organization) and its employees, agents, and invitees on the Conservation Easement Area, provided that such increase or other forms of insurance is available upon commercially reasonable terms.

(ii) Owner shall obtain and maintain a policy of commercial general liability insurance insuring against bodily injury and property damage with respect to the activities on the Conservation Easement Area(s) of Owner and Owner's employees, agents, and invitees. The policy, which may be in the form of an umbrella policy covering other activities or properties where Owner is involved, shall be written as primary insurance, have an initial combined limit of coverage not less than $5,000,000, which shall be adjusted from time to time thereafter as commercially reasonable, and shall name the Conservancy (and during the Option Period, the Resource Organizations) as additional insureds. Owner shall obtain and maintain a policy of comprehensive automobile liability insurance with a policy limit of not less than $1,000,000 each accident for bodily injury and property damage, and insuring against all loss in connection with the ownership, maintenance and operation of automotive equipment that is owned, hired or non-owned, and Worker's Compensation with statutory limits.

(iii) Promptly following the Effective Date, and no less than fifteen (15) days prior to the expiration of any required coverage, each Party shall deliver to the other a certified copy of its insurance policy or policies or a certificate issued by the insurance company (in a form reasonably satisfactory to the other Party), evidencing compliance with the insurance requirements under this Section 3.6.

(iv) The insurance requirements in this Section 3.6 shall not in any way limit, in either scope or amount, the indemnity obligations separately owed by Owner, the Conservancy and the Resource Organizations under this Agreement.

(c) Indemnifications.

(i) By Owner. Owner shall hold harmless, protect, defend (with counsel reasonably approved by the Conservancy and/or the Resource Organization Designee, as applicable) and indemnify the Conservancy Indemnified Parties and Resource Organization Indemnified Parties from and against any and all Claims arising from or in any way connected with: (A) any violation by Owner of any Applicable Law in connection with the Conservation Easement Area; or (B) except to the extent of the negligence or willful misconduct of any of the Conservancy Indemnified Parties or Resource Organization Indemnified Parties, any injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Conservation Easement Area; provided, however, that Owner's obligations under this Section 3.6(c)(i) shall not apply to the extent that any Claim results from or is in any way connected with the following except to the extent of the gross negligence or willful misconduct of any of the Owner Indemnified Parties: (1) any entry upon the Conservation Easement Area by any of the Conservancy Indemnified Parties or Resource Organization Indemnified Parties or any person permitted access to the Conservation Easement Area in connection with any Public Access or Conservation Activity or pursuant to Article 3 or Section 8.6, (2) any Public Access or Conservation Activity, or (3) any act, omission, condition, or other matter related to or occurring on or about the Conservation Easement Area in connection with any Conservancy Indemnified Party's activities pursuant to Article 3 or the RWMP.

(ii) By the Conservancy. The Conservancy shall hold harmless, protect, defend (with counsel reasonably approved by Owner) and indemnify the

Owner Indemnified Parties from and against any and all Claims arising from or in any way connected with: (A) any violation by the Conservancy of any Applicable Law in connection with the Conservation Easement Area; or (B) any injury to or the death of any person, or physical damage to any property, resulting from or in any way connected with (1) any entry upon the Conservation Easement Area by any of the Conservancy Indemnified Parties or any person permitted access to the Conservation Easement Area in connection with any Public Access or Conservation Activity, (2) any Public Access or Conservation Activity, or (3) any act, omission, condition, or other matter related to or occurring on or about the Conservation Easement Area in connection with the Conservancy's activities pursuant to Article 3 or the RWMP; or (C) any Hazardous Materials generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under or from the Conservation Easement Area by any Conservancy Indemnified Party or by any person permitted access to the Conservation Easement Area pursuant to Article 3 or Section 8.6 or in connection with any Public Access or Conservation Activity, or any exacerbation of an existing condition related to Hazardous Materials or underground storage tanks in, on, under or from the Conservation Easement Area by any Conservancy Indemnified Party or any person permitted access to the Conservation Easement Area pursuant to Article 3 or Section 8.6 or in connection with any Public Access or Conservation Activity; provided, however, that the Conservancy's and the Resource Organizations' obligations under Section 3.6(c)(ii)(B) and (C) shall not apply to the extent that any Claim results from the gross negligence or willful misconduct of any of the Owner Indemnified Parties.

(iii) By the Resource Organizations. The Resource Organizations shall hold harmless, protect, defend (with counsel reasonably approved by Owner) and indemnify the Owner Indemnified Parties from and against any and all Claims arising from or in any way connected with: (A) any violation by the Resource Organizations of any Applicable Law in connection with the Conservation Easement Area; or (B) any injury to or the death of any person, or physical damage to any property, resulting from or in any way connected with any entry upon the Conservation Easement Area by any of the Resource Organization Indemnified Parties; or (C) any Hazardous Materials generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under or from the Conservation Easement Area by any Resource Organization Indemnified Party or by any person permitted access to the Conservation Easement Area pursuant to Section 8.6, or any exacerbation of an existing condition related to Hazardous Materials or underground storage tanks in, on, under or from the Conservation Easement Area by any Resource Organization Indemnified Party or any person permitted access to the Conservation Easement Area pursuant Section 8.6; provided, however, that the Resource Organizations' obligations under Section 3.6(c)(iii)(B) and (C) shall not apply to the extent that any Claim results from the gross negligence or willful misconduct of any of the Owner Indemnified Parties.

(iv) Hazardous Materials Liability. Without limiting the obligations of Owner under Section 3.6(c)(i), Owner hereby releases and agrees to indemnify, protect and hold harmless the Conservancy Indemnified Parties and the Resource Organization Indemnified Parties from and against any and all Claims arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, or otherwise associated with the Conservation Easement Area at any time, except any Hazardous Materials generated, treated, stored, used, released, disposed of, deposited or abandoned on the

Conservation Easement Area (including by migration from adjacent property) by any Conservancy Indemnified Party or Resource Organization Indemnified Party or by any person granted access to the Conservation Easement Area pursuant to Article 3 or Section 8.6 or in connection with any Public Access or Conservation Activity, and except to the extent that any Conservancy Indemnified Party or Resource Organization Indemnified Party or any person granted access to the Conservation Easement Area pursuant to Article 3 or Section 8.6 or in connection with any Public Access or Conservation Activity exacerbates any existing condition related to Hazardous Materials or underground storage tanks in, on, under or from the Conservation Easement Area. This release and indemnification includes, but is not limited to, Claims for (A) injury to or death of any person or physical damage to any property; and (B) the violation or alleged violation of, or other failure to comply with, any Environmental Laws by Owner; provided, however that this release and indemnification shall not apply to the extent that any Claim results from or is in any way connected with the following except to the extent of Owner's gross negligence or willful misconduct: (1) any entry upon the Conservation Easement Area by any of the Owner Indemnified Parties or any person permitted access to the Conservation Easement Area in connection with any Public Access or Conservation Activity or pursuant to Article 3 or Section 8.6, (2) any Public Access or Conservation Activity, or (3) any act, omission, condition, or other matter related to or occurring on or about the Conservation Easement Area in connection with any Conservancy Indemnified Party's activities pursuant to Article 3 or the RWMP. If any action or proceeding is brought against any of the Conservancy Indemnified Parties by reason of any such indemnified Claim, Owner shall, at the election of and upon written notice from the Conservancy and/or the Resource Organization Designee (as applicable), defend such action or proceeding by counsel reasonably acceptable to the Conservancy Indemnified Party and/or the Resource Organization Indemnified Party.

(v) No Owner or Operator Liability. The Parties do not intend this Agreement to be, and this Agreement shall not be, construed such that it creates in or gives to the Conservancy and the Resource Organizations any of the following solely as the result of having entered into this Agreement:

(A) The obligations or liability of an "owner" or "operator" or "arranger," as those terms are defined and used in Environmental Laws, including, but not limited to, CERCLA;

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

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

(D) The right to investigate and remediate any Hazardous Materials associated with the Conservation Easement Area; or

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

This provision, however, shall not relieve the Conservancy and the Resource Organizations from any obligations or liabilities for any of the foregoing to the extent that such obligations or liabilities arise as a result of or in connection with any activities of the Conservancy, the Resource Organizations, the Conservancy Indemnified Parties or the Resource Organization Indemnified Parties on or about the Conservation Easement Area.

3.7 Access to Documentation. As reasonably required in connection with the development of the RWMP, Owner shall provide the Conservancy with reasonable access to documentation in its possession or control that pertains to the Conservation Values of the Conservation Easement Area and the feasibility of BMPs in the Conservation Easement Area with all such access subject to Section 15.22; provided, however, in no event shall Owner be required to provide access to appraisals or valuation documents, attorney-client privileged information or proprietary or other documents or information prohibited or regulated for release as a result of TRC's status as a publicly traded corporation.

3.8 Conservation Activities.

(a) Conservation Activity Coordination.

(i) During the Initial Period, the Conservancy, at its sole cost and expense, may perform a Conservation Activity in accordance with this Section 3.8 (and applicable provisions of Paragraph 3 of Exhibit M) with Owner's prior written consent, which may be granted or withheld in Owner's sole and absolute discretion. In connection with any proposed Conservation Activity, the Conservancy shall provide Owner with an Activity Notice at least thirty (30) days prior to the Conservancy's commencement of the proposed Conservation Activity, and all other information reasonably required by Owner in order to evaluate the proposed Conservation Activity.

(ii) After the Initial Period, the Conservancy, at its sole cost and expense, may perform a Conservation Activity in accordance with this Section 3.8 (and applicable provisions of Paragraph 3 of Exhibit M). In connection with any proposed Conservation Activity, the Conservancy shall provide Owner with an Activity Notice at least thirty (30) days prior to the Conservancy's commencement of the proposed Conservation Activity, and all other information reasonably required by Owner in order to evaluate the proposed Conservation Activity. Owner may object to any proposed Conservation Activity that Owner believes is not consistent with the Adaptive Management Standard or otherwise fails to comply with the requirements of Paragraph 3 of Exhibit M, which objection shall describe Owner's objections in reasonable detail. If Owner delivers a notice of objection to the Conservancy, then the Conservancy shall be required to respond, in reasonable detail, to Owner's objections before the Conservancy may enter the Conservation Easement Area to commence the proposed Conservation Activity.

(b) Commercial Activity; Buildings and Facilities. Notwithstanding anything to the contrary contained in this Agreement, in no event shall the Conservancy have the right to (i) conduct or permit to be conducted (except by Owner or any party claiming a right to the Conservation Easement Area by or through Owner) any commercial activity on, under or about the Conservation Easement Area, without the prior written consent of Owner; (ii) construct

any buildings on the Conservation Easement Area, except for a visitor center, not to exceed 2,000 square feet in a location mutually agreed upon by the Conservancy and Owner, constructed in accordance with the Public Access Plan and with Owner's prior written approval pursuant to Paragraph 3 of Exhibit M and Section 3.8(a); or (iii) construct any other structure or improvement of any other kind on the Conservation Easement Area, except (A) as reasonably required to carry out a Conservation Activity consistent with Paragraph 3 of Exhibit M, (B) a facility specifically included in the Public Access Plan, including, without limitation, trail improvements, benches, picnic tables, ramadas, restrooms, and environmental campsites, or (C) a structure or improvement that is consistent with the Conservation Purpose, with Owner's prior written consent, which consent shall not be unreasonably withheld if the proposed structure or improvement is consistent with the Adaptive Management Standard and is not located within a Designated Farm Area, Designated Mining Area, Designated Oil and Gas Area or Designated Water Bank Area.

(c) Documentation of Completion of Conservation Activities. The Conservancy shall give Owner written notice promptly following the successful completion of any Conservation Activity. Following Owner's receipt of such notice, Owner and the Conservancy, at the Conservancy's sole cost and expense, shall jointly and cooperatively document the biological and physical condition of the portion of the Conservation Easement Area affected by the Conservation Activity. Any documentation prepared pursuant to this Section 3.8(c) shall be for informational purposes only in connection with applying subsection (d) of the definition of the Adaptive Management Standard, and shall not be binding on either Party.

(d) Costs and Liabilities.

(i) In General. Except to the extent otherwise stated in this Agreement or to the extent of any Public Access, Conservation Activity or any acts by the Conservancy, pursuant to Sections 3.8(a) or 3.8(b) or the RWMP, (A) Owner retains its respective responsibilities and shall bear its respective costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Conservation Easement Area; and (B) Owner agrees that the Conservancy shall have no duty or responsibility for the operation, upkeep or maintenance of the Conservation Easement Area, the monitoring of hazardous conditions thereon, or the protection of Owner, the public or any third parties (except for members of the Public or third parties that are permitted access in connection with any Public Access or Conservation Activity) from risks relating to conditions on the Conservation Easement Area. Notwithstanding the foregoing provisions of this Section 3.8 (d), the Conservancy shall be responsible, and shall bear all costs and liabilities of any kind related to Public Access or to the Conservation Activities, including, but not limited to, the incremental upkeep of the Conservation Easement Area due to Public Access or the Conservation Activities; provided, however, nothing in this Section 3.8(d) shall be construed as limiting Owner's obligations to comply with the applicable BMPs; and provided further that the Conservancy shall not be responsible for costs and liabilities to the extent resulting from Owner's negligence if Owner actively undertakes any Conservation Activity on the Conservancy's behalf. Owner shall be solely responsible for obtaining any applicable governmental permits and approvals for any activity or use permitted by this Agreement that is undertaken by Owner, and any activity or use shall be undertaken in accordance with all Applicable Laws. The Conservancy shall be solely

responsible for obtaining any applicable governmental permits and approvals for any activity or use permitted by this Agreement that is undertaken by the Conservancy, and any activity or use shall be undertaken in accordance with all Applicable Laws.

(ii) Taxes. Owner shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Conservation Easement Area by competent authority, including any taxes imposed upon, or incurred as a result of, the grant of a Conservation Easement Agreement, and shall furnish the Conservancy with satisfactory evidence of payment upon request. If any such taxes are levied against Owner or the Conservation Easement Area (or if the assessed value thereof is increased) as a result of any activities of the Conservancy on the Conservation Easement Area, including, but not limited to, any Public Access or Conservation Activity, then the Conservancy shall, upon demand, repay to Owner the amount so paid. Nothing in this Section 3.8(d)(ii) shall be interpreted to obligate Owner, and the Conservancy shall remain responsible, to pay any such taxes owed by the Conservancy as a result of a voluntary or involuntary transfer of the Conservancy's interests in a Conservation Easement Agreement.

3.9 Enforcement of RWMP. The Conservancy shall act as the primary monitor of the RWMP and shall have the right to enforce compliance by Owner in accordance with Section 3.5. The Conservancy and the Owner Designee shall cooperatively review the RWMP implementation status periodically and the Conservancy may make recommendations to Owner regarding such implementation efforts which Owner shall consider in good faith. If the Conservancy alleges that Owner has not fulfilled its implementation obligations, including, but not limited to, all obligations of Owner under Section 3.5, then the Conservancy shall deliver written notice to Owner of the alleged failure in implementation. Within fourteen (14) days after delivery of such written notice, Owner and the Conservancy shall meet at a location that Owner and the Conservancy agree upon to discuss the circumstances of the alleged or threatened violation and to attempt to agree on appropriate corrective action. If Owner and the Conservancy determine that it is appropriate and desirable, a duly qualified expert in the subject matter of an alleged violation shall attend the meeting. Owner and the Conservancy shall each pay one-half of the costs of retaining the services of the such expert for such discussion; provided, however, if Owner and the Conservancy are unable to agree upon an expert, Owner and the Conservancy may each retain the services of an expert at its own expense. If Owner and the Conservancy are unable to agree on appropriate corrective action within thirty (30) days after such meeting, then the Conservancy may deliver a Notice of Breach to Owner in accordance with Section 12.3(a) and demand reasonable, particular corrective action to cure the violation and thereafter, if the alleged breach is not cured within the Cure Period, follow the procedures set forth in Sections 12.3(c) and 12.3(d), recognizing that the Conservancy's sole remedy shall be an action for injunction or specific performance. The Resource Organizations acknowledge and agree that they have no right of enforcement under this Agreement for any alleged breach of the RWMP and waive any right or remedy in connection with a breach of this Agreement based on an alleged breach of the RWMP. The Parties agree that the limitation of remedies shall be strictly enforced based on the specifically negotiated terms of this Section 3.9.

3.10 RWMP and Future Mitigation Requirements.

(a) Right to Mitigate. The Parties acknowledge and agree that Mitigation may also be required by Resource Agencies in connection with any Project Approvals (or similar approvals required for Potential Projects), and that pursuant to this Agreement Mitigation Areas within the Conservation Easement Area may be used at TRC's discretion to mitigate the natural resource impacts of such Projects, Potential Projects and other permitted uses on the Ranch. The Parties expect that Mitigation will be consistent with and advance the goals and principles of the RWMP; however, actual Mitigation requirements will be established and enforced by the Resource Agencies. TRC (or a Project Sponsor designated by TRC) has the sole right to negotiate Mitigation requirements with Resource Agencies and TRC may designate any such Mitigation Areas to satisfy Mitigation requirements for Project Approvals (or similar approvals required for Potential Projects) and other permitted uses on the Ranch. TRC shall propose that any such Mitigation requirements in Mitigation Areas be managed by the Conservancy pursuant to those provisions of the RWMP applicable to such areas; provided, however, any Mitigation related requirements (including, but not limited to, land management requirements, conservation requirements, preservation and enhancement requirements, and monitoring and governance requirements) that are included in any Project Approval will apply in the event of any discrepancy (as determined by the Resource Agency or Agencies imposing the Mitigation requirements) between the RWMP and such Resource Agency approval. Nothing in this Section 3.10 shall preclude the Resource Organizations or the Conservancy from exercising any rights they may have to oppose Potential Projects pursuant to Section 10.5(b)(iv).

(b) Resource Agency Conservation Easement Terms and Conditions. The Parties recognize and agree that the Resource Agencies may or will require that Mitigation Areas be placed under a Conservation Easement under terms and conditions that may differ from the Form Conservation Easement, and that the Resource Agencies are not obligated to accept the Conservancy as the holder of a Conservation Easement or as an entity which is otherwise authorized to engage in Mitigation activities on Mitigation Areas. TRC shall in all instances propose to the Resource Agencies that the Conservancy be approved as the holder of the Conservation Easements and as an authorized entity to perform Mitigation activities on Mitigation Areas, and that the form of any required conservation easement be generally consistent with the Form Conservation Easement, including requirements relating to the RWMP. To the extent, however, that one or more Resource Agencies requires an Alternate Easement Holder for a Mitigation Area, or requires the use of a form other than the Form Conservation Easement, the Parties agree that if a Conservation Easement has not been recorded on the Mitigation Area pursuant to this Agreement, the form of conservation easement required by the Resource Agencies shall control and be binding on the Mitigation Area in lieu of the Form Conservation Easement. If a Conservation Easement encumbering the Mitigation Area has previously been granted to the Conservancy pursuant to this Agreement, such Conservation Easement shall (except, in the case of a Purchased Conservation Easement funded by a Governmental Agency, to the extent prohibited by Applicable Law) be modified or restated as required by the Resource Agencies, and the Conservancy agrees to acknowledge to the Resource Agencies, within thirty (30) days after a request by TRC to do so, its agreement to make such modifications or restatement, and thereafter to execute, acknowledge and provide for recordation of the conservation easement required by the Resource Agencies an instrument to such effect within sixty (60) days after TRC approval of the Resource Agency permit(s) imposing such

requirements. The foregoing commitment by the Conservancy potentially to modify the provisions of previously granted Conservation Easements is made with the specific understanding that (i) any such modifications are expected to be designed to further the natural resource protection objectives of the Resource Agencies; (ii) it is in the Conservancy's interest not to delay grant of such Conservation Easements to the final determination of such Resource Agency requirements, and (iii) Mitigation in accordance with Resource Agency requirements is a Core Activity, specifically permitted in the Form Conservation Easement . To the extent that one or more Resource Agencies require an alternate entity to perform Mitigation activities on Mitigation Areas, the Conservancy shall comply with any such requirements.

(c) Information Exchange. Promptly following the filing or submittal of any application for a Project Approval with a Resource Agency that contemplates any Mitigation Area within the Conservation Easement Area by TRC or a Project Sponsor, TRC shall provide a copy of such application to the Conservancy, and at the request of the Conservancy, shall meet and confer with the Conservancy and provide reasonably requested background information describing the proposed Mitigation. Thereafter, during the course of processing any such applications and the negotiation by TRC or the Project Sponsor, TRC and the Conservancy shall meet and confer periodically to keep the Conservancy generally informed of any changes to the proposed Mitigation.

(d) Good Faith Efforts. If TRC receives a written indication from any Resource Agency that indicates a reasonable likelihood that the Resource Agency will not approve the Conservancy as the holder of a Conservation Easement or as an entity which is otherwise authorized to engage in Mitigation activities on Mitigation Areas or will require substantial changes in the Form Conservation Easement (whether to the Conservancy or an Alternate Easement Holder), TRC shall promptly give notice thereof to the Conservancy. Thereafter, TRC and the Conservancy shall meet and confer in a good faith effort to develop a mutually agreeable written plan (the "Communication Plan") that: (i) describes the steps to be taken to persuade the Resource Agency to approve the Conservancy as the holder of the Conservation Easement or as an entity which is otherwise authorized to engage in Mitigation activities on Mitigation Areas and/or (ii) outlines the appropriate responses to the suggested changes in the Conservation Easement Agreement consistent with the purpose and intent of this Agreement. Upon mutual agreement to the Communication Plan, TRC and the Conservancy shall work collaboratively in a good faith effort to implement the Communication Plan. In no event, however, shall TRC or any Project Sponsor be required to materially delay or jeopardize the grant of any Project Approval by a Resource Agency, or to modify the planned Mitigation activities.

(e) Mitigation Implementation. TRC shall be initially responsible for establishing, implementing and monitoring any Mitigation activities required for each Project Approval in a Mitigation Area during each Mitigation Implementation Period, unless otherwise mutually agreed by TRC and the Conservancy. During each Mitigation Transition Period, TRC and the Conservancy (and, if applicable, any Alternate Easement Holder responsible for Mitigation) shall meet and confer periodically to coordinate the transition of the Mitigation activities to the Conservancy (or to the Alternate Easement Holder), including establishing a budget for such activities. After the expiration of each Mitigation Implementation Period, and subject to any required Resource Agency approval, the Conservancy (unless an Alternate

Easement Holder is responsible for such Mitigation Area) shall perform or cause to be performed all Mitigation activities required for the underlying Project Approval in a Mitigation Area as part of the Conservancy's Stewardship Rights and Obligations. Nothing in this Agreement shall preclude the Conservancy, subject to Resource Agency requirements as provided in the applicable Conservation Easement, from contracting with TRC, Owner or any other party to actually perform, at the Conservancy's cost, Mitigation activities for which the Conservancy is responsible. TRC and the Conservancy shall work cooperatively to ensure the efficient management and transition of the Mitigation activities to the Conservancy and the performance of the Conservancy's Stewardship Rights and Obligations. The Parties acknowledge and agree that the amount of the Conservation Fee has been negotiated between the Parties with the expectation that, over time, Conservation Fees will provide adequate funding for satisfying Mitigation requirements for Project Approvals as part of the Conservancy's Stewardship Rights and Obligations. It is also recognized, however, that the Resource Agencies may require TRC or a Project Sponsor to provide Supplemental Mitigation Funding. Supplemental Mitigation Funding provided to the Conservancy shall constitute an Advance which shall be subject to repayment from Conservation Fees as and when set forth in Section 2.6. The Conservancy shall not be responsible for mitigation obligations inside Development Areas or for the mitigation of cultural (historic or prehistoric) impacts unless the Conservancy separately agrees to be responsible for such obligations. Nothing in this Agreement shall obligate the Conservancy to implement or fund in any manner any Mitigation activities required by or otherwise imposed by any Governmental Agency prior to the Effective Date.

(f) Funding of Alternate Easement Holder. If TRC receives a written indication from any Resource Agency that such Resource Agency will require an Alternate Easement Holder, TRC and the Conservancy shall meet and confer in a good faith effort to agree on appropriate procedures, consistent with customary practices, to provide to the extent practicable fiscal controls designed to assure that the Mitigation Costs incurred by the Alternate Easement Holder are reasonable to meet all Resource Agency Mitigation requirements. If a Conservation Easement which includes a Mitigation Area is granted to an Alternate Easement Holder, or if the Resource Agency requires an alternate entity to perform Mitigation activities, the Conservancy shall be required to disburse Conservation Fees (or Advances) to the Alternate Easement Holder or the entity required by the Resource Agency to perform such activity in such a manner and at any such interval(s) required by the Resource Agency, or if no such manner or interval(s) are specified by the Resource Agency, no later than fifteen (15) days after the beginning of each calendar quarter, in an amount equal to the Mitigation Costs reasonably estimated by the Alternate Easement Holder for such calendar quarter. Within thirty (30) days after the end of each calendar year, the Alternate Easement Holder shall submit a report summarizing actual Mitigation Costs for such calendar year, with supporting documentation reasonably required by the Conservancy. In the event such report indicates that the disbursements made to the Conservancy to the Alternate Easement Holder for said calendar year exceed said actual Mitigation Costs, the Conservancy shall deduct the calculated excess from subsequent quarterly disbursement(s) to the Alternate Easement Holder. In the event such report indicates that the actual Mitigation Costs exceed the disbursements made by the Conservancy to the Alternate Easement Holder for each calendar year, the Conservancy shall disburse the calculated deficiency to the Alternate Easement Holder no later than forty-five (45) days after the end of such calendar year.

(g) TRC's Self-Help Right. If the Conservancy or an Alternate Easement Holder fails to perform or cause to be performed any Mitigation activities required to comply with Mitigation requirements for which either is responsible, TRC shall provide the Conservancy (and such Alternate Easement Holder, if applicable) with written notice detailing the alleged non-performance of such Mitigation obligations. TRC, any interested Project Sponsor and the Conservancy or Alternate Easement Holder shall meet and confer within fifteen (15) days after the Conservancy's receipt of TRC's notice to discuss the non-performance of such Mitigation obligations. Unless the Conservancy or Alternate Easement Holder commences the performance of such Mitigation obligations within ten (10) days after such meeting and thereafter diligently continues such performance, TRC may elect, after a further ten (10) day written notice to the Conservancy (and such Alternate Easement Holder, if applicable), to perform such Mitigation obligations, or cause such obligations to be performed, in which case no more than once every calendar month TRC shall submit a report summarizing actual Mitigation Costs for such month, with supporting documentation reasonably required by the Conservancy, and the Conservancy shall reimburse TRC for such costs no later than ten (10) days after receipt of the monthly report from TRC.

3.11 Public Access.

(a) Public Access Plan. Recognizing that the Public enjoyment of the Conservation Easement Area is a high priority for the Parties, and because the Conservation Values, including natural communities and habitats, are pristine and include diverse flora and fauna, scenic resources, and important cultural and historical resources, Owner agrees that significant and appropriate access to the Conservation Easement Area by the Public shall be provided and managed by the Conservancy, for the benefit of the people of the State of California. The Owner Designee and the Conservancy shall jointly and cooperatively prepare a comprehensive plan for access to the Conservation Easement Area by the Public in connection with the development of the RWMP in order to ensure significant, well managed Public Access to the Conservation Easement Area (the "Public Access Plan"). Components of the Public Access Plan shall include, but not be limited to: (i) encouraging and facilitating access by the Public, including to underserved communities and populations; (ii) selecting appropriate locations for Public Access, trails and facilities consistent with the RWMP to preserve the Conservation Values of the Conservation Easement Area; (iii) coordinating such Public Access with the Reserved Rights so that such Public Access does not unreasonably interfere with Owner's or other occupant's operation of the Conservation Easement Area for the Reserved Rights; and (iv) entry and use guidelines to ensure the safety of the Public while on the Conservation Easement Area. In addition, the Public Access Plan shall address private recreational use of the Conservation Easement Area, and may include authorization for such use (including commercial use) by Owner and its invitees in addition to the uses permitted in Paragraph 1(b)(2)(o) of Exhibit M, provided that such uses will not significantly impair the Conservation Values. The finalization and adoption of the Public Access Plan by the Conservancy Board, in accordance with the terms of the RWMP and this Section 3.11, shall be subject to approval by the Owner Designee, which approval shall not be withheld if the Public Access Plan is consistent with the Adaptive Management Standard. The approval of the Public Access Plan by the Owner Designee shall be binding on Owner and the Conservation Easement Area. In no event shall the Public Access Plan be amended without the approval of the Owner Designee, which shall not be unreasonably withheld, conditioned or delayed. The Conservancy

shall have the ability to grant a revocable license to permit Public Access to the Conservation Easement Area for passive recreational uses, such as day hikes and overnight camping, only in accordance with the Public Access Plan and this Section 3.11. In no event, however, will the Conservancy have the right to permit Public Access in the Designated Farm Areas, Designated Mining Areas, Designated Oil and Gas Areas or Designated Water Bank Areas, without the prior written consent of Owner, which may be withheld in Owner's sole and absolute discretion.

(b) No Public Rights Created. Neither the Public Access Plan nor this Agreement conveys any right of access to the public at large or to any individual or entity other than to the Conservancy. Nothing contained in the Public Access Plan or in this Agreement shall be deemed to be a gift or dedication of any portion of the Conservation Easement Area for use by the general public, and in no event shall any third party acquire any prescriptive rights in or over the Conservation Easement Area. Any Public Access authorized by the Conservancy pursuant to this Section shall, in addition to all other restrictions and limitations hereunder, be subject to limitation, modification, or termination by the Conservancy at any time. Owner shall have the right to require that the Conservancy, at its sole cost and expense, post signs on the Conservation Easement Area in accordance with California Civil Code Section 1008 in connection with any Public Access on the Conservation Easement Area.

(c) Bear Trap Canyon. In addition to Public Access in the Conservation Easement Area, TRC agrees that the Conservancy shall manage Public Access to Bear Trap Canyon through the use of docent-led tours consistent with the terms of the Public Access Plan and this Section 3.11(c). Promptly after the Effective Date, the Conservancy, TRC and the Project Sponsor for the TMV Development Area shall develop specific policies and procedures governing such access, consistent with the operational, safety and similar considerations, and subject to reasonable restrictions on the schedule, manner of entry on and access to the area. All such access shall (i) be at reasonable times, (ii) be in accordance with reasonable requirements for entry, including insurance and indemnification requirements, (iii) not unreasonably interfere with the use and quiet enjoyment of the TMV Development Area, and (iv) be respectful of the privacy of future residents, the nature of the development in the TMV Development Area, and the planning and development activities of the Project Sponsor in the TMV Development Area. In addition, Owner shall have the right to have one (1) or more representatives accompany the tour during any entry on and period of access to the area. As soon as reasonably practicable after Effective Date, TRC shall enter into, or shall cause the Project Sponsor for the TMV Development Area to enter into, a license agreement with the Conservancy to allow such access to Bear Trap Canyon by the Conservancy until such time as a permanent access arrangement between the Conservancy and TRC or the Project Sponsor is established. If the Bear Trap Canyon area is transferred prior to such permanent access arrangement, TRC shall require (or TRC shall cause the Project Sponsor for the TMV Development Area to require) any such transferee to assume the obligation to provide access in accordance with this Section 3.11(c).

3.12 Consultation with Conservancy on Leasing.

(a) Upon receipt of a notice of a five (5) year RWMP update pursuant to Section 3.4(a), Owner shall provide to the Conservancy within sixty (60) days a list of leases (including, but not limited to, grazing leases and wildlife management leases) covering any

portion of the Conservation Easement Area with a term that will expire within the following six (6) years (including, without limitation, any Required Extension) together with a list of any new or amended leases Owner expects to enter into within the following six (6) years; provided, however, Owner's failure to list a lease or provide notice of a new or amended lease shall not affect the validity of such lease entered into without such notice. This Section 3.12 shall not apply to leases for employee housing.

(i) As part of the five (5) year RWMP update, Owner may request that the Conservancy review the terms and conditions of any of these leases for the purpose of specifying in the RWMP update BMPs or Conservation Activities applicable to the proposed leased area which shall be applicable for the entirety of the term of the lease. As necessary, Owner and the Conservancy shall meet and confer to discuss BMPs and Conservation Activities that may be applicable in connection with such leases; provided, however, that any such proposal made by Owner regarding BMPs and Conservation Activities shall be subject to the agreement of the Conservancy, in its sole and absolute discretion, on the terms and conditions of any such proposal.

(ii) As part of the five (5) year RWMP update, the Conservancy may request that Owner consider Conservancy proposals to (A) acquire one or more of the leases for the expected term of the lease or such other term as may be mutually agreeable to the Conservancy and Owner and (B) acquire the rights or an interest in the rights to undertake or to cause Owner to refrain from undertaking one or more activities carried out or administered by Owner (e.g., non-leased wildlife management activities). As necessary, Owner and the Conservancy shall meet and confer to discuss the terms and conditions that may be applicable in connection with such proposals; provided, however, that any such proposal made by the Conservancy shall be subject to the agreement by Owner, in its sole and absolute discretion, on the terms and conditions of any such proposal.

(b) Not less than thirty (30) days prior to entering into a new lease or renewing or amending an existing lease covering a part of the Conservation Easement Area that was not included on the most recent list provided by Owner to the Conservancy pursuant to Section 3.12(a), Owner shall provide notice to the Conservancy that it will be entering into or renewing such a lease. If either Owner or the Conservancy wish to utilize the procedures set forth in Sections 3.12(a)(i) and (ii), then Owner or the Conservancy shall provide notice to the other within such thirty (30) day period. If such notice is delivered, the procedures set forth in Sections 3.12(a)(i) and (ii) shall be completed within fifteen (15) days after the delivery of such notice. The thirty (30) day notice period specified above shall be reduced to ten (10) days for (i) a lease that is being entered into following termination of an existing lease due to a default by the prior lessee and (ii) any lease with a term of less than five (5) years, including any renewal options.

3.13 Owner Designee. TRC (and any successor to TRC as the Owner Designee) shall meet and confer with the Conservancy not less than sixty (60) days prior to designating any new Owner Designee to obtain the comments of the Conservancy regarding the appropriate terms and conditions of such designation, which TRC shall consider in good faith. The Owner Designee shall, as a condition to such designation, acknowledge and agree to be bound by the provisions of this Agreement which pertain to the Owner Designee's obligations.

After such designation, TRC (and any successor to TRC as the Owner Designee) shall provide such Owner Designee with access to such information as described in Section 3.7 as may be necessary for the Owner Designee to perform its obligations under this Agreement. The Owner Designee shall keep Owner reasonably informed of its activities pursuant to this Agreement.

3.14 Termination of Sections. As of the date a Conservation Easement on which a Conservation Easement is recorded in favor of the Conservancy or an Alternate Easement Holder over a portion of the Conservation Easement Area, the provisions of Sections 3.2, 3.5, 3.6, 3.8, 3.9, and 3.11 shall not be operative as to such portion of the Conservation Easement Area, and the provisions of the applicable Conservation Easement Agreement shall govern.

4. STATE AND FEDERAL USES.

4.1 Pacific Crest Trail. As soon as reasonably practicable following the Effective Date, TRC shall dedicate an easement, or alternatively grant a permit, license or other comparable property interest, which shall in no event be a grant of fee interest, to up to 10,000 acres of the Ranch, in the general location identified on Exhibit I, to enable the realignment of the Pacific Crest Trail ("PCT") through the Ranch (the "PCT Realignment"). The Parties shall work cooperatively and expeditiously following the Effective Date with the USFS and the PCTA: (a) to finalize the trail alignment and corridor location for the PCT Realignment, including the final boundaries of the PCT Realignment; (b) to negotiate acceptable terms and conditions of the easement, permit, license or other comparable property interest and other required legal documentation necessary to formalize the PCT Realignment; and (c) in connection with any necessary NEPA review and approvals or authorizations from Governmental Agencies for the PCT Realignment. As soon as the documentation for the PCT Realignment has been approved by TRC, the Resource Organization Designee, the Conservancy, USFS and PCTA and all required approvals required in connection therewith have been secured and the easement, permit, license or other comparable property interest has been executed and acknowledged by USFS and/or PCTA, TRC shall execute and acknowledge, deliver and cause to be recorded the easement, permit, license or other comparable property interest in the Official Records of Kern and Los Angeles Counties, respectively. USFS and/or PCTA and TRC shall each also sign and exchange any other required legal documentation. Subject to the approval of USFS, if the property interest effecting the PCT Realignment is not in the form of a conservation easement, TRC shall dedicate to the Conservancy (or Alternate Easement Holder) at the same time the PCT Realignment such property interest is recorded, a conservation easement covering the 10,000 acre portion of the Ranch in the general location identified in Exhibit I, which shall include the portion of the Ranch subject to the PCT Realignment. In designing and negotiating the terms of the PCT Realignment, TRC, the Resource Organizations and the Conservancy shall use their best efforts to ensure that the PCT Realignment shall not have a material adverse impact on any Conservation Values of the Conservation Easement Area or any impact on the Reserved Rights. Additionally, neither the Resource Organizations nor the Conservancy shall be required to assume any management, operation or maintenance obligations or costs respecting the PCT Realignment unless those obligations and costs have been agreed upon in a legally binding written agreement signed by the TRC and the Conservancy assuming such obligations and/or costs, other than in connection with any Conservation Easement granted to the Conservancy.

4.2 California State Park. Subject to the terms and conditions of Sections 7.2 and 7.3, it is the intention of the Parties that a State Park be created within the Dedicated Conservation Easement Areas and/or the Acquisition Areas. Following the Effective Date, the Parties agree to use their reasonable best efforts to work with California State Parks to: (a) define the size and location of the proposed State Park; (b) study the operational and infrastructure needs for the proposed State Park; (c) resolve issues relating to the operation of a State Park and its effect on Conservation Activities, Mitigation, Reserved Rights and the Conservation Easement Area; (d) determine appropriate property interests required to operate the State Park; (e) acquire such other information and conduct such studies as may be required to understand and fulfill the objective of creating a State Park; and (f) cooperate with California State Parks in connection with any necessary CEQA review, approvals or authorizations from Governmental Agencies for such a State Park; provided, however, that TRC is not obligated to incur any costs on behalf of the Resource Organizations, the Conservancy or any third party in pursuing this objective (except that the Conservancy may use Advances for this purpose). As part of any acquisition of an interest in the Ranch for the purposes of a State Park, TRC and the Conservancy shall work cooperatively with California State Parks to develop a comprehensive land use plan for the integration of the State Park into the Ranch which may allow for structures and other appurtenant improvements and uses consistent with future State Park uses and needs. Any sale of a fee interest in the Dedicated Conservation Easement Areas, the Acquisition Areas and/or the Unpurchased Acquisition Areas for the State Park shall be subject to the terms and conditions of Sections 7.2 and 7.3.

4.3 University of California Natural Reserve. After the Effective Date, TRC and the Conservancy shall work cooperatively with the University of California Natural Reserve System to determine whether a portion of the Conservation Easement Area might be (a) viable for inclusion as a future University of California Natural Reserve or (b) utilized by students, teachers, and researchers from the University of California for scientific study. Any use of the Conservation Easement Area by the University of California must be approved by both TRC and the Conservancy as to the location, size and specific use of any such areas and consistent with terms and conditions of the RWMP and the applicable Conservation Easement Agreement. TRC and the Conservancy shall work cooperatively with the University of California in connection with any necessary CEQA review, approvals or authorizations from Governmental Agencies for any such University of California Natural Reserve.

4.4 Bakersfield National Cemetery. In connection with the contemplated transfer of the Bakersfield National Cemetery to the United States Department of Veterans Affairs, TRC shall request that the deed conveying fee interest in the Bakersfield National Cemetery to the United States Department of Veterans Affairs contain a reversionary right in favor of TRC if the Bakersfield National Cemetery is devoted to any use other than as a National Cemetery; provided, however, that TRC is under no obligation to require such a reversionary right as a condition to any such transfer. If fee interest in the Bakersfield National Cemetery reverts to TRC, TRC shall tender to the Conservancy, without payment of further consideration to TRC, a conservation easement over the Bakersfield National Cemetery area generally consistent with the Form Conservation Easement on the later of (a) the date on which the Conservation Easement Agreement for White Wolf is tendered to the Conservancy or an Alternate Easement Holder or (b) ninety (90) days after the fee interest reverts to TRC.

5. DEDICATED CONSERVATION EASEMENTS.

5.1 Dedicated Conservation Easements. At the times specified in Section 5.2 and substantially in conformance with the CE Conveyance Plan, TRC shall tender to the Conservancy (or Alternate Easement Holder) the Dedicated Conservation Easements encumbering the Dedicated Conservation Easement Areas. The provisions of Article 8 shall apply, where applicable, to Dedicated Conservation Easements.

5.2 Dedicated Conservation Easement Phasing. Within ninety (90) days after a Development Milestone is achieved (or sooner, as to all or portions of such Linked Acreage, at TRC's election), TRC shall tender to the Conservancy (or an Alternate Easement Holder, as applicable) a Dedicated Conservation Easement encumbering the Linked Acreage identified on Exhibit F, associated with such Development Milestone. Notwithstanding the foregoing, TRC shall be obligated to promptly execute and tender to the Conservancy (or an Alternate Easement Holder, as applicable) all Conservation Easement Agreements as to the Linked Acreage for the Centennial, Grapevine and TMV Development Areas in accordance with the following schedule:

(a) TRC shall tender the Dedicated Conservation Easements encumbering the Linked Acreage for the Centennial Development Area not more than twenty-five (25) years after the First Entitlement Date;

(b) TRC shall tender the Dedicated Conservation Easements encumbering the Linked Acreage for the Grapevine Development Area not more than thirty (30) years after the First Entitlement Date; and

(c) TRC shall tender the Dedicated Conservation Easements encumbering the Linked Acreage for the TMV Development Area not more than twenty (20) years after the First Entitlement Date.

5.3 Dedicated Conservation Easement Area Legal Descriptions.

(a) TRC shall, not less than six (6) months prior to the date on which it is anticipated that TRC shall tender a particular Dedicated Conservation Easement, at TRC's sole cost and expense, provide a surveyed metes and bounds legal description for that Dedicated Conservation Easement Area to the Conservancy consistent with this Section 5.3.

(b) The Parties recognize that the size and location of the Dedicated Conservation Easement Areas as depicted on Exhibit E are general and imprecise given the size of the areas depicted and that subsequent surveying of such Dedicated Conservation Easement Areas is likely to result in deviations from the attached depictions based on terrain and natural resource considerations. TRC, in consultation with the Conservancy, shall have the right to make adjustments in the boundaries of the Dedicated Conservation Easement Areas as depicted on Exhibit E (while maintaining the total approximate area in each such Dedicated Conservation Easement Area) to avoid areas that TRC reasonably determines could be required as Mitigation Areas. Furthermore, in all cases, recordation of a Final Map will be required to define the boundaries of each Development Area (and, if applicable, Unpurchased Acquisition Area). Accordingly, the Parties acknowledge and agree that the Dedicated Conservation Easement

Areas have been designed with a buffer zone of approximately five hundred (500) feet between the initial Dedicated Conservation Easement Area boundary and the expected Development Area boundary (and, if applicable, Unpurchased Acquisition Area boundary) so as to allow TRC to make final boundary adjustments to Dedicated Conservation Easement Areas where Development Areas (and, if applicable, Unpurchased Acquisition Areas) are adjacent to existing or contemplated Dedicated Conservation Easement Area(s). TRC and the Conservancy (or Alternate Easement Holder) shall amend in writing the legal description in the applicable Dedicated Conservation Easement Agreement to include the buffer zone areas which are not included in the Development Area (and, if applicable, Unpurchased Acquisition Area), and shall record such amendment in the Official Records of the applicable County, not later than the earlier of (i) the date boundaries of the adjoining Development Area (and, if applicable, Unpurchased Acquisition Area) have been finalized pursuant to a Final Map or (ii) thirty (30) years after the First Entitlement Date. The area included in the supplemental dedication shall fairly approximate the area included in the buffer zone at the time of the initial dedication. TRC shall, at its sole cost and expense, obtain a surveyed metes and bounds legal description for the supplemental dedication area and, for each supplemental dedication, an amended policy of title insurance including such supplemental dedication area.

(c) Prior to finalizing each legal description, TRC shall provide a draft of the legal description to the Resource Organization Designee for review and approval which shall not be unreasonably withheld, conditioned or delayed.

5.4 Dedicated Conservation Easement Agreements. Not less than six (6) months prior to the date on which it is anticipated that TRC shall tender a particular Dedicated Conservation Easement, TRC shall commence drafting a Conservation Easement Agreement and enter into related discussions with the Conservancy (or Alternate Easement Holder) regarding area-specific inclusions to the Form Conservation Easement which shall be otherwise consistent with the provisions of Article 8. TRC and the Conservancy agree, and each Alternate Easement Holder shall agree as a condition to its appointment, to undertake diligent efforts to finalize the form of each Conservation Easement Agreement within the aforementioned six-(6) month period.

5.5 Dedicated Conservation Easement Agreement Recordation.

(a) No later than date set forth in Section 5.2, TRC and the holder of the applicable Dedicated Conservation Easement shall each deposit one (1) fully executed counterpart of the Conservation Easement Agreement into an escrow established at a title company selected by TRC. The Conservation Easement Agreement shall be promptly recorded in the Official Records of the County of Kern or Los Angeles, as applicable. TRC shall pay all recording fees and costs of escrow in connection with the recordation of such Conservation Easement Agreements. Each of the Parties agree to provide such other documents and instruments, duly executed and/or acknowledged, as may be reasonably required, in order to consummate the conveyance of the Dedicated Conservation Easements in accordance with the terms and conditions of this Agreement, such as appropriate escrow instructions, customary documents necessary for the conveyance, evidence of authority and any documents evidencing the subordination of monetary liens as required by Section 5.5(b).

(b) Upon the recordation of the Conservation Easement Agreement, TRC shall cause the title company to issue to the holder of the Dedicated Conservation Easement a standard CLTA owner's title policy insuring the holder's interest in the Dedicated Conservation Easement. In connection with the issuance of such CLTA policy TRC shall remove, bond over, subordinate or otherwise cause to be endorsed over (at TRC's cost), as of the date of the recordation, all liens evidencing any deed of trust (and related documents) securing financing, all mechanics' liens relating to work performed by TRC and all judgment and other monetary liens (other than the lien for non-delinquent taxes and assessments) against TRC or the Dedicated Conservation Easement Area. TRC shall pay for the cost of the CLTA policy for the Conservation Easement for the Pacific Crest Trail and the first Dedicated Conservation Easement granted thereafter with coverage amounts equal to the estimated value of such Dedicated Conservation Easements. The cost of any endorsements (other than those referenced above) or difference in the premiums between CLTA and ALTA coverage for such Dedicated Conservation Easements shall be borne by the holder of the Dedicated Conservation Easement. All costs of any title policies obtained for any subsequent Dedicated Conservation Easements (other than the costs of any endorsements obtained by TRC as referenced above) shall be borne by the holder of the Dedicated Conservation Easement.

(c) In no event shall TRC have any obligation to tender a Dedicated Conservation Easement during any period in which a Notice of Breach by the Resource Organizations (or a Resource Organization) or the Conservancy has been delivered to the Resource Organization Designee and the Conservancy, and the Resource Organizations (or a Resource Organization) or the Conservancy has failed to cure the breach. In such circumstances, the Dedicated Conservation Easement shall be tendered not more than thirty (30) days after the cure of the breach.

5.6 Rangeland Trust Easement Area. The Parties acknowledge that the Rangeland Trust Easement Area, a portion of the Dedicated Conservation Easement Area, is subject to the Rangeland Trust Easement pursuant to requirements previously imposed by the USFWS. The Parties acknowledge that the Rangeland Trust Easement is a Permitted Title Exception and that any activities of the Rangeland Trust or TRC reasonably required to comply with the Rangeland Trust Easement are Core Activities. It is acknowledged that any Dedicated Conservation Easement over the Rangeland Trust Easement Area (a) may be subject to approval or modification by USFWS, (b) will in any event be subordinate to the Rangeland Trust Easement, and (c) may require modification to the Form Conservation Easement in light of the foregoing, but the Parties shall use good faith efforts to include in such Dedicated Conservation Easement all requirements set forth in the Form Conservation Easement, including requirements relating to the RWMP, not in conflict with the Rangeland Trust Easement. TRC and the Conservancy shall work cooperatively with the Rangeland Trust and USFWS, including to negotiate any such modifications to the Dedicated Conservation Easement over the Rangeland Trust Easement Area prior to the tender of such Dedicated Conservation Easement. For so long as USFWS does not permit the recordation of a Dedicated Conservation Easement over the Rangeland Trust Easement Area in favor of the Conservancy or an Alternate Easement Holder, no such Dedicated Conservation Easement shall be required under this Agreement.

6. OPTIONS TO PURCHASE CONSERVATION EASEMENTS.

6.1 Options to Purchase Conservation Easements. TRC hereby grants to the Resource Organizations the following five (5) separate options to purchase a Purchased Conservation Easement covering each Acquisition Area on the terms and conditions provided herein (each, an "Option" and collectively, the "Options"), each of which shall be a separate and enforceable option without regard to whether one, some or all of such Options are exercised by the Resource Organizations:

(a) an individual Option to purchase a Purchased Conservation Easement covering Bi-Centennial, as generally depicted on Exhibit C-1 (the "Bi-Centennial Option");

(b) an individual Option to purchase a Purchased Conservation Easement covering Michener Ranch, as generally depicted on Exhibit C-2 (the "Michener Ranch Option");

(c) an individual Option to purchase a Purchased Conservation Easement covering Old Headquarters, as generally depicted on Exhibit C-3 (the "Old Headquarters Option");

(d) an individual Option to purchase a Purchased Conservation Easement covering Tri-Centennial, as generally depicted on Exhibit C-4 (the "Tri-Centennial Option"); and

(e) an individual Option to purchase a Purchased Conservation Easement covering White Wolf, as generally depicted on Exhibit C-5 (the "White Wolf Option").

6.2 Exercise of Each Option to Purchase. Each of the Bi-Centennial Option, the Michener Ranch Option, the Old Headquarters Option, the Tri-Centennial Option and the White Wolf Option shall be exercised separately and may be exercised, if at all, only by the Resource Organization Designee giving notice to exercise such Option and identifying the individual Option so exercised (each, an "Option Notice") to TRC, not later than the Option Notice Date (as such date may be extended pursuant to Section 6.3). Subject to the limitations set forth in Section 6.6, each Option Notice shall designate a Closing Date as to the Acquisition Area to which such Option Notice applies, which Closing Date shall be not less than thirty (30) days and not more than one hundred twenty (120) days after the giving of the Option Notice.

6.3 Extensions of Option Period. The Option Notice Date and the corresponding Outside Closing Date for each individual Option shall be extended as set forth in this Section 6.3, with the extensions in (a), (b) and (c) running concurrently, not sequentially to the longest applicable period. If the Option Notice Date and the corresponding Outside Closing Date are extended pursuant to this Section 6.3, the Resource Organization Designee and TRC shall work cooperatively to document, in writing, each such extended Option Notice Date and Outside Closing Date before any such extension shall become effective.

(a) If WCB has not approved the Form Conservation Easement (with such modifications that are acceptable to the Parties consistent with the provisions of Section 6.13) on or before December 31, 2008, then the Option Notice Date and the Outside Closing Date shall automatically be extended, on a day-for-day basis, for the period of time between December 31, 2008 and the date upon which WCB approves the Form Conservation Easement (with such modifications that are acceptable to the Parties consistent with the provisions of Section 6.13), but neither the Option Notice Date nor the Outside Closing Date shall be extended beyond December 31, 2011 under this Section 6.3(a).

(b) If TRC fails to deliver (i) a preliminary title report and the accompanying exception documents for each Acquisition Area, or (ii) the depiction which exists on the Effective Date of each Acquisition Area showing the approximate location (if locatable) of major encumbrances (determined in TRC's good faith judgment) which are known to TRC and that have facilities or improvements in such Acquisition Area, to the Resource Organization Designee on or before September 30, 2008, then the Option Notice Date and the Outside Closing Date shall automatically be extended, on a day-for-day basis, for the period of time between September 30, 2008 and the date on which the last of such items has been provided to the Resource Organization Designee.

(c) If TRC fails to deliver within a reasonable amount of time any information reasonably requested by WCB, as set forth in a written notice from WCB, the Conservancy or the Resource Organization Designee to TRC, in connection with the WCB Appraisal Process as required in Section 6.7(a) or Section 6.9, and such failure results in, or materially contributes to, a material delay in completion of the WCB Appraisal Process, the Resource Organization Designee shall provide written notice to TRC of the delay. If TRC fails to deliver the requested information within ten (10) days after the notice of the delay from the Resource Organization Designee, the Option Notice Date and the Outside Closing Date shall be automatically extended, on a day-for-day basis, for the period of time between the expiration of such ten (10) day period and the date on which the information requested by WCB is provided by TRC to WCB.

(d) With respect to any individual Option that has not been exercised by the Resource Organizations on or before the Option Notice Date, the Resource Organizations shall have the right to extend the Option Notice Date for one or more of such unexercised Option(s) to December 31, 2011, and the Outside Closing Date(s) to February 28, 2012; provided, however, that as condition precedent to such extension (i) the WCB Appraisal Process for the Purchased Conservation Easements shall have been completed for the Option(s) subject to extension hereunder and (ii) the funds shall have been committed for the purchase of such Purchased Conservation Easement(s) but have not yet been funded by the State of California, another specific Governmental Agency, or other specific foundation(s) or funding entity(ies). The Resource Organization Designee may exercise such extension right only by giving written notice to TRC exercising such right and specifying the individual Option(s) to which such extension(s) applies, not later than the Option Notice Date.

(e) If the Resource Organizations irrevocably elect to proceed with the Alternate Appraisal Process for a Purchased Conservation Easement for any Acquisition Area pursuant to Section 6.7(b), the Option Notice Date for the Option(s) relating to such Purchased

Conservation Easement(s) subject to such election shall be automatically extended until December 31, 2011, and the Outside Closing Date for such Option(s) shall be automatically extended until February 28, 2012.

(f) If the Resource Organizations irrevocably elect to proceed with the Alternate Appraisal Process for a Purchased Conservation Easement for any Acquisition Area pursuant to Section 6.7(b), the Option Notice Date for the Option(s) relating to such Purchased Conservation Easement(s) subject to such election shall be automatically extended from December 31, 2011 to May 31, 2012, and the Outside Closing Date from February 28, 2012 to June 30, 2012; provided, however, that as condition precedent to such extension (i) the Alternate Appraisal Process shall have been completed for the Purchased Conservation Easement(s) subject to such election and (ii) the funds shall have been committed for such purchase of the Purchased Conservation Easement(s) but have not yet been funded by the State of California, another specific Governmental Agency, or other specific foundation(s) or funding entity(ies).

(g) If TRC's appraisal of a Purchased Conservation Easement required by the Alternate Appraisal Process pursuant to Section 6.7(b) has not been completed within the designated six (6) month period, the applicable Option Notice Date and the Outside Closing Date for such Purchased Conservation Easement shall automatically be extended, on a day-for-day basis, for the period of time between the end of such six (6) month period and the completion of TRC's appraisal.

6.4 Legal Description of Acquisition Areas. TRC shall deliver to the Conservancy and the Resource Organization Designee on or before March 31, 2009, at TRC's sole cost and expense, a separate surveyed metes and bounds legal description for each of the Acquisition Areas. The Parties recognize that the size and location of the Acquisition Areas as depicted on Exhibit C are general and imprecise given the size of the areas depicted and that subsequent surveying of such Acquisition Areas is likely to result in deviations from the attached depictions based on terrain and natural resource considerations. Prior to finalizing each legal description, TRC shall provide a draft of the legal description to the Resource Organization Designee for review and approval which shall not be unreasonably withheld, conditioned or delayed.

6.5 Assignment of Options by Resource Organizations. The rights of the Resource Organizations under the Options may not be transferred or assigned to any other Person (other than the transfer or assignment of an exercised Option pursuant to Section 6.10(a)), and any attempt to do so shall be void and of no force and effect; provided, however, TRC shall consider in good faith a request by the Resource Organizations to assign one or more of the unexercised Options to the Conservancy. No person other than the Resource Organization Designee shall have any right to exercise the Options, and any attempt to do so shall be void and of no force and effect.

6.6 Restriction on Order of Acquisition. The Resource Organizations may exercise the Options in any order; provided, however, that the Resource Organizations may not acquire a Purchased Conservation Easement for Bi-Centennial until they have acquired the Purchased Conservation Easement for each of Old Headquarters, Tri-Centennial and White Wolf.

6.7 Appraisal Process.

(a) State Appraisal. TRC and the Resource Organizations shall, in cooperation with each other, use their best efforts to cause WCB to conduct and proceed through to completion with the independent appraisal process required under California law for WCB to provide funding for the acquisition of each individual Purchased Conservation Easement (the "WCB Appraisal Process"), which includes WCB obtaining an independent appraisal of the fair market value (as defined in California Code of Civil Procedure Section 1263.320) of each Purchased Conservation Easement prepared by a State-qualified independent appraiser selected by, and placed under contract with, WCB, obtaining a review of such appraisal(s) by a State-qualified independent appraiser selected by, and placed under contract with, WCB (each, a "WCB Appraiser"), and obtaining the approval of DGS of such independent appraisals and appraisal reviews, all in accordance with California Public Resources Code Sections 5096.511 and 5096.512 and California Fish and Game Code Section 1348.2. The Parties shall work cooperatively with WCB as may be required or requested by WCB throughout the WCB Appraisal Process, which cooperation is expected to involve the following: (i) providing as soon as possible, but in no event later than thirty (30) days after receipt of the written request (unless an alternate date is mutually agreed upon between TRC and the requestor), to any WCB Appraiser or DGS, at the request of WCB or a WCB Appraiser, relevant property information within such Parties' possession or control that may be required in preparing such appraisal, such as descriptions of improvements, preliminary title reports, comparable sales data gathered by the Parties, and other pertinent, non-privileged information (or privileged information which has previously been provided to or prepared by the Parties' respective appraisers) as reasonably requested by WCB or a WCB Appraiser and otherwise designed to assure proper valuation of the property consistent with the Uniform Standards of Professional Appraisal Practice and applicable legal requirements; and (ii) making appropriate staff, representatives or agents available to inspect the Acquisition Areas and/or to discuss any questions or explain any conditions relating to the Acquisition Areas that are relevant to the WCB Appraisal Process.

(b) Alternate Appraisal.

(i) The Resource Organization Designee may elect to have the purchase price of any Purchased Conservation Easement(s) be determined based on the fair market value of each such Purchased Conservation Easement(s), each as a separate parcel, utilizing the process set forth in this Section 6.7(b) (the "Alternate Appraisal Process"), only if: (A) the WCB Appraisal Process has not been completed for any Purchased Conservation Easement on or before December 31, 2009, by giving irrevocable written notice to TRC on or before January 31, 2010; or (B) WCB notifies the Resource Organization Designee in writing of its final decision not to commence or complete the WCB Appraisal Process for one or more of the Purchased Conservation Easements, by giving irrevocable written notice to TRC within thirty (30) days after WCB's notice. Following any such election, TRC and the Resource Organizations shall each obtain an appraisal (and shall obtain a third appraisal as described in Section 6.7(b)(ii)) of the fair market value of each Purchased Conservation Easement subject to the Alternate Appraisal Process, which TRC and the Resource Organizations shall endeavor to cause to be completed within six (6) months after the Resource Organization Designee's election.

(ii) TRC has selected Hulberg & Associates, Inc. and the Resource Organizations have selected Buss-Shelger Associates to conduct their respective appraisals, but TRC and the Resource Organizations shall each be permitted to select an alternate appraiser from the list of Qualified Appraisers. In addition, TRC and the Resource Organization Designee shall mutually select a third appraiser from the list of Qualified Appraisers within fifteen (15) business days after the such election. If TRC and the Resource Organization Designee are unable to mutually select a third appraiser, the Resource Organization Designee shall eliminate one (1) name from the list of Qualified Appraisers, then TRC shall eliminate one (1) name from the list of Qualified Appraisers and the elimination process shall continue until only one (1) name remains on the list of Qualified Appraisers and such remaining name shall be the third appraiser. TRC shall pay the cost of its appraisal(s) and the cost of the third appraisal(s), and shall reimburse the Resource Organizations for the cost of any appraisal(s) prepared by Buss-Shelger Associates for the Resource Organizations or for up to a cumulative Twenty-Five Thousand Dollars ($25,000) toward the cost of appraisal(s) prepared by any alternate appraiser(s) selected by the Resource Organizations in connection with the Alternate Appraisal Process.

(iii) Both TRC and the Resource Organizations shall instruct the appraisers to (A) strictly adhere to the Appraisal Instructions and (B) periodically (not less than once per month) meet and confer during the appraisal process to exchange information, but not to exchange or discuss their final conclusions as to value. Upon finalization of each Party's appraisal for each Purchased Conservation Easement subject to the Alternate Appraisal Process, the respective Party shall send written notice to the other of completion of its appraisal. Upon completion of the third appraisal, the third appraiser shall deliver notice to TRC and the Resource Organization Designee of the completion of the appraisal and shall deliver two (2) sealed copies of the appraisal to the Escrow Holder or as otherwise jointly directed by TRC and the Resource Organization Designee. The Escrow Holder shall be instructed not to open the envelopes or deliver the appraisals to any party unless jointly requested in writing by TRC and the Resource Organization Designee in connection with the process set forth in Section 6.7(b)(iv).

(iv) Within five (5) days after the completion of the three (3) appraisals of each Purchased Conservation Easement subject to the Alternate Appraisal Process, TRC and the Resource Organization Designee shall exchange their appraisals. If the higher of the two (2) appraised values prepared by TRC and the Resource Organizations for any Purchased Conservation Easement is less than or equal to one hundred fifteen percent (115%) of the lower appraised value of such Purchased Conservation Easement, the values determined by the two (2) appraisals shall be added together and divided by two (2) to determine their arithmetic average, which shall be the purchase price for such Purchased Conservation Easement. If the higher of the two (2) appraised values prepared by TRC and the Resource Organizations for any Purchased Conservation Easement exceeds one hundred fifteen percent (115%) of the lower appraised value of such Purchased Conservation Easement, TRC and the Resource Organization Designee shall jointly request that the Escrow Holder release the third appraisal for such Purchased Conservation Easement to both TRC and the Resource Organization Designee. The values determined by the two (2) of the three (3) appraisals that are the closest in value shall be added together and divided by two (2) to determine their arithmetic average, which shall be the purchase price for such Purchased Conservation Easement.

6.8 Purchase Price.

(a) The purchase price for any Purchased Conservation Easement for which WCB has completed the WCB Appraisal Process shall be the fair market value of such Purchased Conservation Easement as determined by the WCB Appraisal Process.

(b) The purchase price for any Purchased Conservation Easement for which WCB has not completed the WCB Appraisal Process on or before the Resource Organization Designee's election pursuant to Section 6.7(b) shall be equal to the fair market value of such Purchased Conservation Easement as determined by the Alternate Appraisal Process.

6.9 Purchased Conservation Easement Agreements. TRC and the Conservancy (or Alternate Easement Holder) shall, within sixty (60) days after the receipt of an Option Notice or upon the reasonable request of the Conservancy, finalize the form of the applicable Conservation Easement Agreement consistent with the provisions of Article 8; provided, however, if the Conservancy is securing funding from WCB for the acquisition of a Purchased Conservation Easement, TRC shall provide as soon as reasonably possible a Conservation Easement Agreement for each such Purchased Conservation Easement consistent with the Form Conservation Easement (including revisions thereto that the Parties and WCB have previously approved pursuant to Section 6.13) and shall, consistent with Section 6.13, negotiate in good faith and in a timely manner any further revisions required to such Conservation Easement Agreement based on Acquisition Area specific conditions.

6.10 Purchased Conservation Easement Closing and Recordation.

(a) Assignment of Exercised Option. The Resource Organizations may, upon not less than ten (10) days prior written notice (but in any event not less than thirty (30) days prior to the applicable Closing Date) from the Resource Organization Designee to TRC, transfer and assign the rights and obligations of the Resource Organizations with regard to each exercised Option to the Conservancy (or if an Alternate Easement Holder has been designated pursuant to Section 8.1, to such Alternate Easement Holder), without obtaining TRC's consent. The Resource Organizations and the Conservancy or an Alternate Easement Holder shall execute an assignment and assumption of such Option (and if assigned to an Alternate Easement Holder, the Alternate Easement Holder must specifically acknowledge the provisions of Section 8.5), a copy of which shall be delivered to TRC along with the required notice. Any other transfer or assignment of the rights and obligations of the Resource Organizations with regard to each exercised Option shall be subject to TRC's prior written consent, which TRC may withhold or grant in its sole and absolute discretion.

(b) Condition of Title. Title to each Purchased Conservation Easement shall be subject only to Permitted Title Exceptions existing as of the applicable Closing Date; provided, however, TRC shall remove, bond over, subordinate or otherwise cause to be endorsed over (at TRC's cost), as of the Closing Date, all liens evidencing any deed of trust (and related documents) securing financing, all mechanics' liens relating to work performed by TRC and all judgment and other monetary liens (other than the lien for non-delinquent taxes and assessments) against TRC or the applicable Acquisition Area. TRC shall cause the title company

to issue to the Conservancy or Alternate Easement Holder, on each applicable Closing Date, a standard CLTA owner's title policy insuring the Conservancy's or Alternate Easement Holder's interest in the Purchased Conservation Easement(s) subject only to the Permitted Title Exceptions (as modified to address TRC's obligations with regard to the judgment or monetary liens described above) and with a coverage amount equal to the purchase price of the Purchased Conservation Easement(s) covered by such policy.

(c) Escrow. The sale of each Purchased Conservation Easement shall be consummated on the applicable Closing Date through an escrow established at a title company selected by TRC. To the extent not paid for by the State or any other public or private funder, all recording and escrow fees, title insurance premiums for standard CLTA coverage and documentary transfer tax, if any, due in connection with the sale of the Purchased Conservation Easements shall be paid by TRC. Except as provided in Section 6.10(b), the costs of any endorsements or the difference in the premiums between CLTA and ALTA coverage shall be borne by the holder of the Purchased Conservation Easement.

(d) Delivery of Documents and Funds. Not less than two (2) business days prior to the applicable Closing Date, TRC shall deliver to escrow its executed and acknowledged counterpart copy of the Conservation Easement Agreement for the applicable Acquisition Area. Not less than two (2) business days prior to the applicable Closing Date, the Conservancy (or Alternate Easement Holder) shall deliver to escrow an executed and acknowledged counterpart copy of the Conservation Easement Agreement for the applicable Acquisition Area and funds in the amount of the full purchase price for such Purchased Conservation Easement. Each of the Parties agrees to provide such other documents and instruments, duly executed and/or acknowledged, as may be reasonably required, in order to consummate the sale of the Purchased Conservation Easement in accordance with the terms and conditions of this Agreement, such as appropriate escrow instructions, customary documents necessary for the conveyance and evidence of authority, including, but not limited to, a certification signed by TRC and the Conservancy (or Alternate Easement Holder) of the final baseline conditions report prepared for the Purchased Conservation Easement, any documents evidencing the subordination of monetary liens as required by Section 6.10(b) and any reasonable documents required by WCB or other entity funding the acquisition that are consistent with the terms of this Agreement.

(e) Closing. On the applicable Closing Date, provided that all required documents and funds have been deposited into escrow, the escrow holder shall simultaneously record the Purchased Conservation Easement for the applicable Acquisition Area and disburse all purchase funds to TRC. In no event shall TRC have any obligation to tender a Purchased Conservation Easement during any period in which a notice of a breach by the Resource Organizations (or a Resource Organization) or the Conservancy has been delivered to the Resource Organization Designee and the Conservancy, and the Resource Organizations (or a Resource Organization) or the Conservancy has failed to cure the breach.

6.11 Termination of Option. Time is of the essence with respect to each of the provisions and time periods in this Article 6. If (a) the Resource Organization Designee fails to provide an Option Notice with respect to any individual Option strictly in the manner specified in Section 6.2 on or before the Option Notice Date (as such date may be extended

pursuant to Section 6.3), or (b) the Resource Organizations (or a permitted assignee of the exercised Option pursuant to Section 6.10(a)) have not completed the acquisition of any Purchased Conservation Easement on or before the Outside Closing Date (as such date may be extended pursuant to Section 6.3), unless such failure is caused by a default on the part of TRC, such Option shall expire and be of no further force and effect, and the Resource Organizations (and a permitted assignee of the exercised Option pursuant to Section 6.10(a)) shall have no further right to acquire the Purchased Conservation Easement subject to such Option. Upon the occurrence of either event, the Resource Organizations (and a permitted assignee of the exercised Option) shall within five (5) business days, upon demand by TRC or its title insurer, sign, acknowledge and deliver to TRC quitclaim deeds releasing any encumbrance or cloud on title to the Unpurchased Acquisition Area(s). If the Resource Organizations fail to acquire any of the Purchased Conservation Easements, then, within a reasonable amount of time after the Outside Closing Date, the Parties shall meet and confer to discuss the future possibility of the Resource Organizations' acquiring a Purchased Conservation Easement over the Unpurchased Acquisition Areas, the Parties acknowledging and agreeing that this language carries no obligation, including good faith obligation, to come to any agreement. In addition, such meet and confer process does not relieve the Resource Organizations (and a permitted assignee of the exercised Option) from its obligation to sign, acknowledge and deliver quitclaim deeds to TRC as provided in this Section 6.11. TRC acknowledges and agrees that TRC shall have no remedy against the Resource Organizations if the Resource Organization Designee exercises an Option to acquire a Purchased Conservation Easement but the Resource Organizations fail to acquire a Purchased Conservation Easement on or before the Outside Closing Date. Notwithstanding the termination of the Option, any ranching and Livestock management or wildlife management activities performed in the Unpurchased Acquisition Areas shall be performed in accordance with BMPs established for such use consistent with Exhibit M; provided, however, there shall be no limitations on other activities performed in the Unpurchased Acquisition Areas, specifically, there shall be no restrictions on the right to develop the Unpurchased Acquisition Areas nor any obligation to continue ranching and Livestock management and wildlife management activities in the Unpurchased Acquisition Areas.

6.12 Exchanges. The Conservancy or Alternate Easement Holder agree to cooperate with TRC in structuring one or more tax-deferred exchanges under the provisions of Code Section 1031 (each, an "Exchange"). If TRC elects to structure an Exchange, the following terms shall apply:

(a) The Conservancy or Alternate Easement Holder shall, promptly following any written request by TRC, execute such documents (including, but not limited to, escrow instructions and amendments to escrow instructions) as may be reasonably required to effect any such Exchange, provided that the Conservancy or Alternate Easement Holder shall not be required to make any representations or warranties, nor assume any obligations, nor spend any out-of-pocket sum in connection with the Exchange;

(b) The Conservancy or Alternate Easement Holder will not be required to pay any escrow costs, brokerage commissions, title charges, survey costs, recording costs or other charges incurred with respect to TRC's replacement property in the Exchange;

(c) Escrow shall timely close in accordance with the terms of this Agreement notwithstanding any failure, for any reason, of the consummation of the Exchange;

(d) The Conservancy or Alternate Easement Holder shall have no responsibility or liability on account of the Exchange to any third party involved in the Exchange;

(e) The Conservancy or Alternate Easement Holder shall not be required to take title to any exchanged real property in connection with the Exchange; and

(f) TRC shall not be released from any of its obligations under this Agreement.

6.13 Cooperation to Obtain Funding.

(a) The Parties acknowledge that their collective objective is to secure the conservation of each of the Acquisition Areas through the purchase of the Purchased Conservation Easements in accordance with the terms of this Agreement. The Parties shall work cooperatively in an effort to obtain funding from the State of California and potentially other funders toward the acquisition of the Purchased Conservation Easements over the Acquisition Areas.

(b) TRC acknowledges that as a requirement of obtaining such funding for the acquisition of the Purchased Conservation Easements, a Governmental Agency proposing to provide funding for the purchase of the Purchased Conservation Easement may seek modifications to the Form Conservation Easement. The Parties agree to cooperate with any such Governmental Agency to negotiate in good faith any such modifications required to facilitate the use of such funding in the acquisition of the Purchased Conservation Easements so long as such modifications are consistent with the intent and purpose of this Agreement and do not materially change the Reserved Rights. It is not TRC's intent that its right to subdivide the Conservation Easement Area subject to Purchased Conservation Easements preclude use of Government Agency funding of such purchase. TRC agrees to negotiate in good faith reasonable restrictions of such right in any Purchased Conservation Easements as necessary to secure Government Agency funding, including if required a prohibition on subdivision.

(c) TRC, the Resource Organization Designee and the Conservancy shall as soon as reasonably possible following the Effective Date jointly provide a copy of the Form Conservation Easement to WCB, and thereafter, at the request of WCB, shall negotiate in good faith and in a timely manner revisions to such approved Form Conservation Easement as provided in Section 6.13(b). The Parties acknowledge that the WCB Conservation Easement Policies are consistent with the intent and purpose of this Agreement and do not materially change the Reserved Rights.

7. POSSIBLE PURCHASE AND SALE OF FEE INTERESTS.

7.1 Fee Acquisition of Acquisition Area(s). Subject to the terms and conditions of Sections 7.2 and 7.3, TRC will consider the possible sale at fair market value of a fee interest, rather than a sale of a Purchased Conservation Easement, to one or more of the

Acquisition Areas or any portion thereof to the extent that purchase of such a fee interest is a condition to obtaining substantial funding. TRC agrees that upon receipt, not later than one hundred eighty (180) days prior to the expiration of the Option Period, of a written request from the Resource Organization Designee to do so, TRC will enter into good faith negotiations with respect to the terms and conditions for a possible purchase by the Resource Organizations, the Conservancy, or any substantial source of funding for the acquisition of fee title to a portion of the Acquisition Areas. Any such request shall specify (a) the property as to which purchase of the fee interest is sought, (b) the specific funding source proposed to fund the acquisition of such fee which fee title is sought, and (c) the intended use of the property proposed to be purchased. The Resource Organizations acknowledge and agree that a failure by the Parties to agree on the terms and conditions of a purchase and sale shall not, in and of itself, indicate a lack of good faith on the part of any Party.

7.2 Conditions of Fee Purchase. Any sale by TRC of the fee interest in any portion of the Ranch pursuant to Section 4.2 or 7.1 shall be subject to the future agreement by TRC, in its sole and absolute discretion after good faith negotiations pursuant to Section 7.1, on the terms and conditions of any such sale, including, without limiting the generality of the foregoing, reaching agreement on the fair market value of the fee interest to be sold, including (to the extent applicable) any severance damages or similar diminution of value that may be suffered by the remainder of the Ranch, as well as the scope of easements and other rights to be reserved by TRC. Notwithstanding any other provision of this Article 7, in no event shall TRC have the obligation to consider or negotiate with respect to the sale of any interest in any portion of the Ranch at a price less than fair market value, or if such sale would, in TRC's sole and absolute judgment, exercised in good faith, be likely to have a substantial adverse effect on any Project or Project Approvals, on the conduct of the Reserved Rights or on TRC's status as a publicly traded corporation.

7.3 Compliance with the Map Act. Any transfer of fee title to real property within the Ranch shall be subject to and conditioned on compliance with the applicable requirements of the Map Act. To the extent that the Resource Organizations are permitted to acquire fee title to any land pursuant to this Agreement, and any portion of the land to be acquired does not comply with the Map Act, then TRC shall have the right to adjust the boundaries of any such parcel of real property, if doing so will cause the property to comply with the Map Act, or to take other commercially reasonable efforts to cause such land to comply with the Map Act; but TRC shall have no obligation to transfer (and the Resource Organizations shall have no obligation to accept a conveyance of) any property that does not comply with the Map Act, unless there exists an applicable existing exemption from the requirements of the Map Act.

7.4 Right of First Negotiation.

(a) Right of First Negotiation.

(i) TRC agrees that it will not market for sale any portion of the Conservation Easement Area or enter into a binding contract to sell the fee interest in any portion of the Conservation Easement Area (other than a marketing notice or an agreement that is expressly subject to the rights of the Conservancy hereunder) without first affording the

Resource Organizations an opportunity to negotiate for the fee purchase of such portion of the Conservation Easement Area.

(ii) If TRC decides to market any portion of the Conservation Easement Area or desires to enter into a binding contract to sell the fee interest in any portion of the Conservation Easement Area, TRC shall give written notice to the Resource Organization Designee of TRC's intention to market such portion of the Conservation Easement Area (the "Negotiation Notice").

(iii) If the Resource Organization Designee wishes to enter into negotiations for the fee purchase of such portion of the Conservation Easement Area, the Resource Organization Designee shall so indicate by responsive written notice to TRC given within thirty (30) days after the date of the Negotiation Notice. Thereafter, TRC and the Resource Organization Designee shall have ninety (90) days after the date of the Negotiation Notice to negotiate, on an exclusive basis, mutually acceptable terms and conditions for the fee acquisition of such portion of the Conservation Easement Area.

(iv) If the Resource Organization Designee fails to respond in writing to the Negotiation Notice within such thirty (30) day period or if the ninety (90) day exclusive negotiation period expires without TRC and the Resource Organizations executing a definitive purchase and sale agreement, TRC shall be free to market or sell such portion of the Conservation Easement Area to a third party free and clear of the Resource Organizations' right of first negotiation, and TRC shall have no further obligation to notify or negotiate with the Resource Organizations with respect to any subsequent proposed marketing or sale of such portion of the Conservation Easement Area.

(v) In no event shall the right of first negotiation be applicable in connection with an Exempt Transfer or in connection with the sale of property for Infrastructure permitted to be located in the Conservation Easement Area under this Agreement or any applicable Conservation Easement Agreement.

(vi) The Resource Organizations may only assign the right set forth in this Section 7.4(a) to the Conservancy, and the Conservancy is prohibited from further assigning the right set forth in this Section 7.4 (a).

(b) Incorporation into Conservation Easements. Each Conservation Easement Agreement shall include a right of first negotiation in favor of the Conservancy which incorporates the provisions of Section 7.4(a) as to the Conservancy in place of the Resource Organizations. Section 7.4(a) shall not be operative as to any portion of the Conservation Easement Area over which a Conservation Easement Agreement has been recorded.

8. CONSERVATION EASEMENTS.

8.1 Alternate Easement Holders.

(a) Designation of Alternate Easement Holder. The Parties shall work cooperatively with reasonable efforts to cause all applicable Resource Agencies to support and approve the Conservancy as the holder of all Conservation Easements granted pursuant to this

Agreement. If, prior to the tender of a Conservation Easement, one or more Mitigation Areas have been identified within the Conservation Easement Area, and any Resource Agency with a right to approve the identity of the holder of such Conservation Easement refuses to approve the Conservancy as holder of such Conservation Easement (or conditionally approves the Conservancy as holder subject to satisfaction of conditions that cannot reasonably be satisfied at or within the time required), then the Parties shall cooperate to recommend an Alternate Easement Holder (or list of holders) that shall be: (i) a nonprofit organization that has qualified for exempt status under Code Section 501(c)(3) and is not a private foundation under Code Section 509; (ii) an environmental organization qualified under California Civil Code Section 815.3; (iii) experienced in the oversight of large, biologically sensitive land holdings; (iv) experienced in the conservation of ranch and agricultural lands; and (v) experienced in the primary area of expertise related to the Mitigation obligation in the Conservation Easement Area. TRC and the Conservancy shall cooperatively seek any applicable Resource Agency's written approval of the Alternate Easement Holder (or holders) recommended jointly by TRC and the Conservancy. If TRC and the Conservancy are unable to jointly select an Alternate Easement Holder to recommend, TRC and the Conservancy shall each be permitted to recommend up to two (2) Alternate Easement Holders to the applicable Resource Agency. Additionally, if a Governmental Agency contributing funding towards a Purchased Conservation Easement does not approve the Conservancy as holder of such Conservation Easement, TRC and the Resource Organizations shall cooperate to recommend an Alternate Easement Holder (or list of holders) that meets the qualifications set forth above and is acceptable to the Governmental Agency. The Parties shall work in good faith to transfer the Conservation Easement from the Alternate Easement Holder to the Conservancy at such time, if ever, as would be acceptable to the Resource Agency or Governmental Agency that initially would not approve the Conservancy as the holder of the Conservation Easement.

(b) Alternate Easement Holder Coordination with Conservancy. As a condition of receiving any Conservation Easement, and subject to the approval of any applicable Governmental Agency, the Alternate Easement Holder shall be required to coordinate its activities in any Conservation Easement Area with the Conservancy. In connection with the designation of any Alternate Easement Holder, the Parties shall meet and confer with the Alternate Easement Holder to prepare a coordination agreement documenting the rights and obligations of the parties to the coordination agreement with respect to implementation of the RWMP, Mitigation, and financial support for the Alternate Easement Holder's easement monitoring and enforcement activities from Advances and Conservation Fees.

8.2 Form of Conservation Easement Agreement.

(a) Generally. Each Conservation Easement Agreement shall: (i) subject to the provisions of Section 3.10 with respect to requirements of Resource Agencies for Mitigation Areas and Section 6.13 with respect to requirements of a Governmental Agency providing funding for the purchase of a Purchased Conservation Easement, be generally consistent with the Form Conservation Easement; (ii) incorporate the appropriate provisions relating to the Designated Farm Areas, Designated Mining Areas, Designated Oil and Gas Areas, and Designated Water Bank Areas; and (iii) incorporate the appropriate maps included in Exhibit G and Exhibit H. TRC and the Conservancy shall identify specific Conservation Values and Conservation Purposes applicable to each Conservation Easement Area in question and

incorporate those Conservation Values and Conservation Purposes into the applicable Conservation Easement Agreement. The final form and content of any Conservation Easement shall be subject to the reasonable approval of TRC, the Resource Organization Designee and the Conservancy (if the Conservancy is the holder of the Conservation Easement in question) or, if applicable, the Alternate Easement Holder. If the Conservancy is not the holder, then prior to the execution and recordation of a Conservation Easement Agreement, the Conservancy may make reasonable comments (consistent with the terms and conditions of this Agreement and the RWMP) on the form and content of such Conservation Easement Agreement, which comments shall be considered by TRC in good faith.

(b) Dispute Resolution.

(i) If TRC and the Conservancy are unable to finalize a Conservation Easement Agreement on the date which is sixty (60) days prior to the date on which such Conservation Easement Agreement is to be recorded, the Conservancy and TRC shall each deliver to the other a list of their respective outstanding issues and a revised Conservation Easement Agreement incorporating such Party's proposed resolution of each of such issues. The Conservancy and TRC shall, within the fifteen (15) day period that follows the mutual exchange of such documents, work cooperatively and in good faith to resolve such issues.

(ii) If at the end of such fifteen (15) day period, the Conservancy and TRC are still unable to finalize the Conservation Easement Agreement, the Conservancy and TRC shall each within an additional fifteen (15) days appoint an independent arbitrator, who shall be or have been either (a) the director of a land trust that meets Land Trust Alliance Standards for a period of more than three (3) years, which three (3) year period shall have been in the last ten (10) years or (b) a licensed attorney with substantial experience in conservation easement transactions. The two arbitrators so appointed shall appoint a third arbitrator, similarly qualified, or a retired judge with substantial experience in relevant real estate matters within ten (10) days after the appointment of the last appointed arbitrator, and shall notify the Conservancy and TRC of the identity of such third arbitrator. Within five (5) days after the appointment of the third arbitrator, the Conservancy and TRC shall each deliver their respective Conservation Easement Agreement and a copy of this Agreement to the three (3) arbitrators.

(iii) Within thirty (30) days after the appointment of the third arbitrator, the three (3) arbitrators shall review each of the proposed Conservation Easement Agreements and this Agreement and conduct a hearing, at which the Conservancy and TRC may each make supplemental oral and/or written presentations. A majority of the three (3) arbitrators shall select either the Conservancy's proposed Conservation Easement Agreement or TRC's proposed Conservation Easement Agreement and shall notify the Conservancy and TRC thereof. The determination of the majority of the three (3) arbitrators shall be limited solely to the issue of whether the Conservancy's proposed Conservation Easement Agreement or TRC's proposed Conservation Easement Agreement most closely conforms to the terms and conditions of this Agreement, the Form Conservation Easement (with such modifications as may be required by a Governmental Agency so long as such modifications are consistent with the intent and purpose of this Agreement and do not materially change the Reserved Rights) and Applicable Law. The arbitrators shall have no right to propose a middle ground or to modify either of the two (2)

proposed Conservation Easement Agreements, the provisions of this Agreement or the Form Conservation Easement. The decision of a majority of the three (3) arbitrators shall be binding upon the Parties. Each Party shall pay the costs and fees of the arbitrator appointed by such Party. The costs and fees of the third arbitrator shall be paid one-half by the Conservancy and one-half by TRC. All references to the Conservancy in this Section 8.2(b) shall be deemed references to the Alternate Easement Holder if the Conservation Easement Agreement in question will be held by the Alternate Easement Holder.

(iv) If the dispute resolution provisions of this Section 8.2(b) are invoked, TRC's obligation to tender a Conservation Easement shall be extended on a day-for-day basis commencing upon the appointment of the two (2) initial arbitrators and ending on the date that the binding final decision has been made by the arbitrators.

8.3 Infrastructure in the Conservation Easement Area. As of the Effective Date, TRC does not anticipate that new Infrastructure to serve the Centennial, Grapevine or TMV Development Areas will be required in the Conservation Easement Area. Notwithstanding the foregoing, TRC and any Project Sponsor shall not be prohibited from constructing or causing to be constructed Infrastructure to serve Projects or Potential Projects subject to the terms of this Section 8.3. TRC and any Project Sponsor shall use good faith efforts to locate all Infrastructure for Projects or Potential Projects within the Development Areas or the Unpurchased Acquisition Areas, and to avoid or minimize the footprint of such Infrastructure within the Conservation Easement Area and to use BMPs in the design and construction of such Infrastructure, subject in all events to the approval of Governmental Agencies and/or public utilities. If such Infrastructure is proposed to be located in the Conservation Easement Area, TRC shall consult with the Conservancy (and the Resource Organization Designee, if the Infrastructure will be constructed within five (5) years after the Effective Date) to solicit feedback from the Conservancy on the location, footprint and BMPs for the Infrastructure, which TRC agrees to consider in good faith. Nothing in this Section 8.3 shall preclude the Resource Organizations or the Conservancy from exercising any rights they may have to oppose Infrastructure associated with Potential Projects pursuant to Section 10.5(b)(iv).

8.4 Subdivision and Sale of the Conservation Easement Area. Other than as set forth in Section 7.4 and this Section 8.4, there shall be no restriction on the right of TRC to subdivide or sell the fee interest, or any portion thereof, in all or any part of the Conservation Easement Area. The following restrictions shall be applicable in connection with the subdivision or sale of the Conservation Easement Area (none of which shall apply in connection with a sale of TRC's fee interest pursuant to Sections 4.2 or 7.1, to the sale of the National Cement Area, or, after the date on which a Conservation Easement Agreement has been recorded, on the portion of the Conservation Easement Area subject to such recorded Conservation Easement Agreement):

(a) TRC shall not transfer fee title to any Acquisition Area, or portion thereof, to any third party (other than to an Affiliate of TRC, and in the event of such transfer, only subject to such Affiliate's express assumption of the obligations of this Agreement relating to such transferred Acquisition Area) prior to the earlier of the recordation of a Purchased Conservation Easement over such Acquisition Area or the Outside Closing Date, without the prior written consent of the Resource Organization Designee. TRC shall not transfer fee title to any Dedicated Conservation Easement Areas, or portion thereof, to any third party (other than to

an Affiliate of TRC, and in the event of such transfer, only subject to such Affiliate's express assumption of the obligations of this Agreement relating to such transferred Dedicated Conservation Easement Area) until a Conservation Easement Agreement has been tendered to the Conservancy for such portion of the Dedicated Conservation Easement Area which will be conveyed; provided, however, the Conservancy shall consider in good faith a proposal by TRC to transfer such portion of the Dedicated Conservation Easement Areas prior to the tender of the Conservation Easement Agreement subject to such transferee's express assumption of the obligations of this Agreement, including to convey such Dedicated Conservation Easement. In addition, if TRC seeks to pledge any portion of the Ranch, the Resource Organizations and the Conservancy shall consider commercially reasonable modifications to this Agreement or a Conservation Easement Agreement which are consistent with the Conservation Values requested by TRC's mortgagee to provide such mortgagee with reasonable means to protect or preserve the lien of its mortgage; provided, however, in no event shall the Conservancy be required to subordinate its interest in a Conservation Easement Agreement to a new mortgage.

(b) The act of subdividing or transferring into separate ownership(s) all or any portion of the Conservation Easement Area (including creation and transfer of the transferred property as a separate legal lot, and any further subdivision or transfer thereof) does not create any new rights in the fee owner or the Conservancy, or expand the scope of any rights in either the fee owner or the Conservancy, to use the subdivided and/or transferred portions of the Conservation Easement Area (including, but not limited to, any rights to build new structures and improvements or expand existing structures, and any rights of access) beyond the intensity that would be permitted thereon under this Agreement in the absence of the subdivision or transfer. The Parties further acknowledge that the Adaptive Management Standard recognizes that continued economic use of the Conservation Easement Area, as a whole, will be respected, but does not recognize any separate ownerships within that area.

(c) Owner covenants to include recitals in any deed or other legal instrument conveying an interest in the Conservation Easement Area or any portion thereof to a third party substantially consistent with the following: (i) except retained development rights reserved to Owner in this Agreement or a recorded Conservation Easement Agreement, the transferred property comes with no development rights, including but not limited to the right to construct dwelling units on the transferred property, (ii) the transferred property is subject to significant use restrictions and to additional requirements pursuant to the Ranch-Wide Management Plan, including, but not limited to, the right of the Conservancy to carry out Conservation Activities, permit Public Access, and establish Best Management Practices, all as set forth in this Agreement, (iii) the Adaptive Management Standard, established pursuant to this Agreement, recognizes that continued economic use of the Conservation Easement Area, as a whole, will be respected, but does not require recognition of continued economic use of any separate ownerships within those areas, (iv) the effect of Conservation Activities and Best Management Practices required pursuant to this Agreement may result in disproportionate restrictions on or may effectively preclude some, and potentially even all, uses of the transferred property, or portions thereof, that are otherwise generally permitted on the Conservation Easement Area consistent with this Agreement, and (v) the act of subdividing or transferring into separate ownership(s) all or any portion of the Conservation Easement Area (including creation and transfer of the transferred property as a separate legal lot, and any further subdivision or transfer thereof) does not create any new rights in the fee owner or the Conservancy, or expand

the scope of any rights in either the fee owner or the Conservancy, to use the subdivided and/or transferred portions of the Conservation Easement Area (including, but not limited to, any rights to build new structures and improvements or expand existing structures, and any rights of access) beyond the intensity that would be permitted thereon under this Agreement in the absence of the subdivision or transfer. Prior to or at the time of any such transfer, Owner shall obtain from any such third party purchaser a written instrument signed by such purchaser wherein such purchaser acknowledges the foregoing recitals.

(d) Owner shall not grant, transfer or otherwise convey any surface rights to extract any minerals, oil, gas or hydrocarbons, except within the Designated Mining Areas and the Designated Oil and Gas Areas. Nothing in this Agreement shall prohibit or limit Owner's right to extract minerals, oil, gas and hydrocarbons from any portion of the Conservation Easement Area through the surface of the Designated Mining Areas and the Designated Oil and Gas Areas, provided that such extraction does not cause material damage to the surface of the Conservation Easement Area (including groundwater), or the structures thereon, outside of the Designated Mining Areas and the Designated Oil and Gas Areas.

8.5 As-Is. The Resource Organizations and the Conservancy acknowledge and agree that, if they elect to accept a Dedicated Conservation Easement or to exercise any of the Options, they must do so based solely upon their own inspection and investigation of the applicable Conservation Easement Area in question, and further acknowledge and agree that the acceptance of the Conservation Easement and/or exercise of an Option is deemed to mean that they will have had an adequate opportunity to undertake such inspections and investigations as they deem appropriate or waived the right to do so. Each Conservation Easement Area, and any rights granted by a Conservation Easement Agreement, shall be taken strictly on an "AS IS, WHERE IS" basis, without reliance upon any representations or warranties, express, implied or statutory, of any kind (except as expressly set forth in this Agreement or any document or instrument executed in connection with or as contemplated by this Agreement). Without limiting the above, the Resource Organizations and the Conservancy acknowledge and agree that, except as expressly set forth in this Agreement or any document or instrument executed in connection with or as contemplated by this Agreement, neither TRC nor any other Person has made any representations or warranties, express or implied, as to any matters, directly or indirectly, concerning the Conservation Easement Area, including, but not limited to, the acreage thereof, the scope of existing development rights, permissible uses, title exceptions, water or water rights, topography, utilities, zoning of the Conservation Easement Area, soil, subsoil, the purposes for which the Conservation Easement Area is to be used, drainage, environmental or building laws, rules or regulations, hazardous materials or any other matters affecting or relating to the Conservation Easement Area. The acceptance of a Dedicated Conservation Easement and/or exercise of an Option hereunder shall be conclusive evidence that the Resource Organizations and the Conservancy (a) have fully and completely inspected (or have caused to be fully and completely inspected) the Conservation Easement Area which has been accepted or for which an Option has been exercised, and (b) unconditionally accept and approve the condition thereof and any law or regulation applicable thereto, and the Resource Organizations and/or the Conservancy shall thereafter have no right to disapprove the condition of such Conservation Easement Area (regardless of any facts or circumstances of which the Resource Organizations or the Conservancy failed to investigate and/or may later become aware).

8.6 Due Diligence.

(a) The Conservancy, through its employees, representatives and consultants, shall have a right to enter upon any portion of the Conservation Easement Area from time to time in a manner consistent and in accordance with the provisions of Section 3.6 to conduct such investigations of the physical condition of any portion of the Conservation Easement Area as it deems necessary and appropriate to satisfy itself as to the matters described in Section 8.5, including, but not limited to, conducting a Phase I Environmental Site Assessment. During the Option Period, these entry rights shall also extend to the Resource Organizations, as coordinated by the Resource Organization Designee. WCB and other entities providing significant funding shall also be permitted to enter onto the Acquisition Areas to conduct such investigations subject to WCB and/or such entities entering into a reasonable entry agreement with TRC consistent with the terms of Section 3.6.

(b) In connection with the due diligence being conducted by the Conservancy, the Resource Organizations or entities providing significant funding on the Conservation Easement Area, TRC will provide or make available to the Conservancy, and during the Option Period, the Resource Organizations and entities providing significant funding (subject to execution of appropriate confidentiality agreement consistent with the provisions of Section 15.22, or, with respect to Governmental Agencies, the process set forth in Section 8.6(c)), all of the following documents which are known to exist in TRC's Current Actual Knowledge and are in TRC's possession or control, all of which are subject to the provisions of Section 15.22 (except that TRC will not disclose appraisals or valuation documents, attorney-client privileged information or proprietary or other documents or information prohibited or regulated for release as a result of TRC's status as a publicly traded corporation):

(i) Existing Contracts;

(ii) Environmental reports, including Phase I Environmental Site Assessments, relating to the Conservation Easement Area, if any;

(iii) Written notices of uncured violations of any Applicable Laws relating to the Conservation Easement Area, if any;

(iv) Written notices of pending or threatened condemnation actions relating to the Conservation Easement Area, if any;

(v) Written notices of pending or threatened litigation relating to the Conservation Easement Area, if any;

(vi) Governmental Agency approval documents and other documents pertaining to any Mitigation in Mitigation Areas;

(vii) Documents and other information pertaining to a condition or circumstance relating to the Conservation Easement Area that, in the good faith judgment of the TRC Representatives, is materially inconsistent with the Conservation Purpose.

(c) In the event that any of the documents set forth in Section 8.6(b) are being requested by a Governmental Agency, TRC shall have the opportunity to meet and confer with such Governmental Agency to agree on an appropriate level of confidentiality consistent with laws applicable to such Governmental Agency prior to providing or making available such documents.

(d) No invasive testing, including, but not limited to, soil or groundwater sampling, may be conducted unless and until the testing plans and procedures are approved in writing by TRC, which approval may be withheld, or granted upon such conditions as TRC may determine, in TRC's reasonable discretion. Any such inspection shall be at no cost to TRC, and the Conservancy and/or the Resource Organizations shall return the area being tested as nearly as possible to the same condition it was in prior to such entry or activities.

(e) No entry shall unreasonably interfere with the use of the Conservation Easement Area by TRC or its tenants, easement holders, licensees, permittees or other third parties.

(f) The Conservancy and/or the Resource Organization Designee shall provide TRC with copies of the results of all analytical tests, photos, geological logs, and drafts of any and all reports generated as the result of such inspections and activities as soon as they are available. TRC shall have ten (10) business days to provide written clarifications and corrections thereto. Thereafter, the Conservancy and/or the Resource Organization Designee shall forward TRC's written clarifications and corrections to the individual or entity that prepared such reports for consideration before such reports are prepared in final form. The Conservancy and/or Resource Organization Designee shall provide TRC with copies of any and all final reports as soon as they are available. The Conservancy and the Resource Organizations shall keep such reports confidential as more specifically set forth in Section 15.22.

(g) All references to the Conservancy in this Section 8.6 shall be deemed references to the Alternate Easement Holder if the Conservation Easement Agreement in question will be held by the Alternate Easement Holder. Any Alternate Easement Holder shall, in a separate agreement with TRC, acknowledge and agree to the provisions contained in Sections 3.6, 3.7, 8.5, and 15.22.

8.7 Material Adverse Condition. If, during the Option Period, the Resource Organizations or the Conservancy discover a Material Adverse Condition which affects any portion of an Acquisition Area, the Resource Organization Designee shall provide written notice to TRC specifically stating the Material Adverse Condition, the location of the affected area and the proposed cure of such condition (if any). Within thirty (30) days after receiving such notice, TRC may elect to either (a) cure the Material Adverse Condition to the reasonable satisfaction of the Resource Organization Designee and the Conservancy or (b) allow the Resource Organization Designee to elect within fifteen (15) days to exclude that portion of the Conservation Easement Area subject to such Material Adverse Condition from the Conservation Easement Area to be dedicated or acquired. If TRC elects to cure the Material Adverse Condition, but fails to do so within ninety (90) days after TRC's election, or if TRC fails to respond to the notice within such thirty (30) day period, the affected area may be excluded from the Conservation Easement Area upon notice from the Resource Organization Designee. If an

area is excluded from the Conservation Easement Area: (i) the Resource Organizations and Conservancy's obligations under this Agreement shall in no way be modified by such exclusion; (ii) the Resource Organizations shall promptly, upon demand by TRC or its title insurer, sign, acknowledge and deliver to TRC a quitclaim deed releasing any encumbrance or cloud on title relating to this Agreement or the RWMP; (iii) the excluded area shall deemed to be an Unpurchased Acquisition Area. As to Dedicated Conservation Easement Areas, the foregoing procedure shall apply during the time prior to recordation of the applicable Conservation Easement Agreement and TRC's obligation to tender the Dedicated Conservation Easement shall be delayed for a reasonable period of time to effectuate any required changes to the Conservation Easement Agreement and the rights of the Resource Organization Designee shall be the rights of the Conservancy. All references to the Conservancy in this Section 8.7 shall be deemed references to the Alternate Easement Holder if the Conservation Easement Agreement in question will be held by the Alternate Easement Holder.

8.8 TRC Representations. As used in this Agreement, the term "TRC's Current Actual Knowledge" means the current actual knowledge of Joseph E. Drew, Allen Lyda, Kathleen J. Perkinson, Dennis Atkinson and E. Andrew Daymude ("TRC's Representatives") as of the Effective Date, and such term shall not include the knowledge of any other Person or firm, it being understood by the Resource Organizations and the Conservancy that TRC's Current Actual Knowledge shall not apply to, or be construed to include, information or material which may be in the possession of TRC generally or incidentally, but of which TRC's Representatives are not actually aware. TRC represents and warrants to the Resource Organizations and the Conservancy as follows, which representations and warranties shall survive until the end of the Initial Period:

(a) To TRC's Current Actual Knowledge, other than the Rangeland Trust Easement, TRC has neither granted any, nor is a party to, or bound by, any rights of first refusal, rights of first negotiation, option rights, or other agreements or commitments to sell or transfer any fee or conservation easement interest (whether of record or otherwise) in all or any portion of any Conservation Easement Area.

(b) To TRC's Current Actual Knowledge, TRC has provided or made available, or will provide or make available in accordance with the terms of this Agreement, all documents set forth in Section 8.6(b).

9. DEVELOPMENT.

9.1 Development Areas. TRC shall include, or shall cause the applicable Project Sponsor to include, the following Required Measures in each application for Initial Entitlements for the Projects in the following Development Areas:

(a) Bakersfield National Cemetery. TRC is not involved in the planning, regulatory approval or development of the Bakersfield National Cemetery Development Area and there are no Required Measures applicable.

(b) Centennial. The Required Measures set forth in Exhibit Q-1.

(c) Grapevine. If a Project in the Grapevine Development Area is proposed to include development similar to that currently approved for the Tejon Industrial Complex Development Area, the Required Measures shall be as or more stringent than those set forth in Exhibit Q-2 for TIC–East. While TRC does not currently envision single family residential development or the master planning of a substantial residential community (consisting of a broad range of uses including a mix of multiple residential product types, school(s), and neighborhood-serving retail uses), if single family residential or master planned community development is proposed in the Grapevine Development Area, the Required Measures for the Centennial Development Area set forth in Exhibit Q-1 would be applicable to the Grapevine Development Area, exclusive of any such measures that are specific to the biological and other existing physical conditions on the Centennial Development Area, or to measures that refer specifically to land use designations or other jurisdictional requirements of Los Angeles County that cannot be feasibly implemented at the Grapevine Development Area.

(d) TIC. The Required Measures for TIC–East are set forth in Exhibit Q-2 and the Required Measures for TIC–West are set forth in Exhibit Q-3.

(e) TMV. The Required Measures set forth in Exhibit Q-4.

(f) TRC Headquarters. Although no planning for the TRC Headquarters Development Area exists, the future development may include expansion of TRC's existing headquarters compound, including additional office space and employee housing, new or expansion of existing highway-oriented commercial and light industrial, and low, medium and high density residential uses. The Required Measures for the TRC Headquarters Development Area are the same as those for the Grapevine Development Area as provided in Section 9.1(c).

9.2 Scope of Obligation and Modification of Required Measures. The sole obligation of TRC under Section 9.1 is to include, or cause the applicable Project Sponsor to include, the applicable Required Measures in each application for Initial Entitlements as part of the proposed Project or as recommended conditions or mitigation measures. It is recognized that Governmental Agencies with jurisdiction over the Projects may require modification of the submitted Required Measures and/or may refuse to impose some of the Required Measures as requirements of Project Approvals; and in no event shall TRC or the Project Sponsor be in breach of its obligations under Section 9.1 on account of any such action. As to any Required Measures that are required by Governmental Agencies as part of Project Approvals, any Project Sponsor shall thereafter have the right to apply to such Governmental Agencies to require substitute or modified programs or measures in lieu of such Required Measures provided that any such application shall request a determination by such Governmental Agencies that the substitute or modified programs or measures achieve the same or better performance criteria. Neither TRC nor any Project Sponsor shall have any enforceable obligation under this Agreement to implement the Required Measures whether or not the Required Measures are included in the Project Approvals.

9.3 Limited Remedies. In no event shall a breach of Section 9.1 be deemed to have occurred if (a) a Governmental Agency modifies, changes or fails to include in a Project Approval any of the Required Measures, or (b) any of the Required Measures included in the Project Approvals are not carried out or implemented. Each Party agrees that an action filed by

the Resource Organization Designee for specific performance and/or injunctive relief shall be the sole and exclusive remedy for any breach by TRC of the provisions of Section 9.1. Each Resource Organization hereby waives all other remedies for a breach of Section 9.1 that might be otherwise available to it at law or in equity, including, but not limited to, claims for damages. In no event shall TRC or any Project Sponsor be liable for any damages whatsoever (including without limitation, consequential, incidental, indirect or special damages, whether foreseeable or unforeseeable). The Parties agree that this limitation of remedies and liabilities provision shall be strictly enforced based on the specifically negotiated terms contained in this Section 9.3. Notwithstanding the foregoing, the Resource Organization Designee shall not be prohibited from requesting that the applicable Governmental Agency enforce any Required Measures included in the Project Approvals.

9.4 Developed Area Limitations in Centennial, Grapevine and TMV. TRC shall cause the applicable Project Sponsor to limit the total area within the Centennial Development Area that is Developed to no more than approximately 7,900 acres, and to locate such Developed areas in a manner generally consistent with Exhibit J-1, but no portions of the "Pullback Areas" depicted on Exhibit J-1 shall be Developed. TRC shall cause the applicable Project Sponsor to limit the total area within the Grapevine Development Area that is Developed to no more than approximately 12,400 acres, and to locate such Developed areas in a manner generally consistent with Exhibit J-2 provided that the areas to be Developed may be adjusted during the planning process for the Grapevine Development Area subject to the reasonable approval of the Conservancy and the Resource Organization Designee. TRC shall cause the applicable Project Sponsor to limit the total area within the TMV Development Area that is Developed to no more than approximately 5,300 acres, and to locate such Developed areas within the "Development Envelope" depicted on and in a manner generally consistent with Exhibit J-3, but no portion of the areas to be Developed depicted on Exhibit J-3, except for the "Reconfigured Emergency Access Road/Utility Corridor/Revegetated Slope," shall extend beyond the "Stop Development Line" depicted on Exhibit J-3.

9.5 National Cement Area. The Parties acknowledge and agree that the National Cement Area is subject to a long term lease (the "NCA Lease"). TRC, and any successor to TRC as owner of the National Cement Area, shall have the right, in its sole and absolute discretion, to: (a) extend the term of the NCA Lease and modify other terms and conditions of the NCA Lease, provided that the boundaries of the National Cement Area are not increased; (b) enter into a new lease over the National Cement Area for substantially similar uses and purposes as permitted under the NCA Lease (a "New NCA Lease"); (c) utilize the National Cement Area for substantially similar uses and purposes as permitted under the NCA Lease; and (d) assign its interest in the NCA Lease (or any New NCA Lease) or sell the National Cement Area as long as the assignment or sale is expressly subordinate to TRC's obligation to convey the Dedicated Conservation Easement described herein. Prior to negotiating a renewal of the term of the NCA Lease (or the negotiation of any New NCA Lease), TRC shall meet and confer with the Conservancy to discuss the possibility of including as a requirement in the NCA Lease (or New NCA Lease) a comprehensive reclamation plan, which shall include as a component, wildlife habitat connectivity considerations; provided, however, that TRC is under no obligation to impose such a requirement as a condition to any such renewal or New NCA Lease. Provided that the Resource Organizations have acquired a Purchased Conservation Easement over both Bi-Centennial and Tri-Centennial, if as of such time as (y) the National Cement Area is no longer

subject to the NCA Lease or any New NCA Lease and (z) the use of the National Cement Area for substantially similar uses and purposes as existed under the NCA Lease or New NCA Lease has ceased for a continuous period of two (2) years without the intent to resume operations, TRC or any successor owner of a fee interest in the National Cement Area shall promptly tender to the Conservancy, without payment of further consideration to TRC or such successor owner, a conservation easement over the National Cement Area generally consistent with the Form Conservation Easement. Prior to the transfer of any fee interest in the National Cement Area, the transferee shall execute and deliver to the Conservancy a written instrument acknowledging the provisions of this Section 9.5.

9.6 Nuclear Energy Facilities. There shall be no development of nuclear energy facilities in any of the Development Areas, except that this provision does not preclude such use of radioactive materials, or machines generating radioactive waves or beams, as may be incidental to and typically co-located with ordinary residential and commercial uses (e.g., medical offices).

9.7 Unpurchased Acquisition Areas. Nothing in this Agreement shall (a) restrict the right of TRC and/or any Project Sponsor to pursue and implement the permitting, entitlement, development and use of the Unpurchased Acquisition Areas for any purpose whatsoever or (b) preclude the Resource Organizations from exercising any rights they may have to oppose Potential Projects pursuant to Section 10.5(b)(iv).

10. FUTURE STATEMENTS, SUPPORT AND CHALLENGES.

10.1 Future Statements. No Party, without the prior written consent of all other Parties, shall submit, issue or make any official statements or comments (whether oral or written) to the press or public contradicting the Joint Public Statement.

10.2 Future Support. At TRC's written request, the Resource Organizations (and any of them) may elect to participate in public hearings, press conferences and other public contexts in support of a Project or Project Approvals.

10.3 Confirmation of Non-Opposition. Each Resource Organization has executed a Non-Opposition Letter confirming its non-opposition to the Projects and Project Approvals. Within fifteen (15) days after the request of TRC, but no more often than every five (5) years, an authorized representative of each Resource Organization shall provide a currently dated Non-Opposition Letter to TRC (or at TRC's written direction to any Project Sponsor or Governmental Agencies) in order to update such Resource Organization's continued non-opposition to the Projects and Project Approvals. TRC or any Project Sponsor shall have the right to submit the letter to any court or administrative body so as to serve as conclusive evidence of such Resource Organization's non-opposition to the Projects and Project Approvals.

10.4 Confirmation of Consistency. Within fifteen (15) days after the request of TRC, each Resource Organization and the Conservancy shall provide written confirmation to TRC (or at TRC's written direction to any Project Sponsor or Governmental Agencies) that a Project proposed by or Project Approval(s) obtained by TRC or a Project Sponsor is consistent with the terms of this Agreement. Such written confirmation shall be generally in the form

attached hereto as Exhibit T. At the request of a Resource Organization or the Conservancy, TRC shall provide such reasonable documentation as may be required for the Resource Organization or the Conservancy to make the determination of consistency. TRC agrees to reimburse, or to cause a Project Sponsor to reimburse, each Resource Organization and the Conservancy for all reasonable attorneys' fees incurred in connection with reviewing any documentation required to make the determination of consistency.

10.5 Future Challenges.

(a) Comprehensive Restrictions. The Conservancy and each Resource Organization and their respective employees, officers, governing boards and committees, either directly through its own group or indirectly through forming or funding another group's efforts, covenant not to take any action to challenge, administratively or judicially, actions taken by TRC, Project Sponsor or others in pursuing the entitlement and development of a Project as permitted by this Agreement, including any Project Approvals. The Conservancy and each Resource Organization also covenant that neither they nor their respective employees, officers, governing boards or committees, shall counsel, provide information to or assist in any manner others to challenge, administratively or judicially, such actions in pursuing the development of a Project as permitted by this Agreement, including any Project Approvals. Specifically, the Conservancy and each Resource Organization and their respective employees, officers, governing boards and committees, covenant not to oppose, take any action to seek the application or enforcement of any Applicable Laws, including, but not limited to, any new federal, state or local legislation, rules or regulations that may become effective, or advocate for the modification or conditioning of, in any administrative, regulatory, governmental, judicial or other public forum any of the following:

(i) Any Project or Project Approvals requested from or granted by any Governmental Agencies.

(ii) Any permits or approvals, or the perfection of permits or approvals, for the Existing Surface Water Diversions.

(iii) Any regional plan or amendment thereto that is substantially limited to the Ranch and would directly affect a Project or Project Approval.

(iv) The implementation of the Resource Agency policy conclusions contained in the letters collectively attached as Exhibit R.

(v) The Tehachapi Mountain Upland Multi-Species Habitat Conservation Plan prepared pursuant to Section 10 of the ESA and the Tejon Ranch Valley Floor Habitat Conservation Plan provided it lies entirely within the Ranch.

(b) Limitations. Nothing in this Section 10.5 shall preclude the Conservancy and the Resource Organizations from the following:

(i) Challenging or otherwise opposing any project to be undertaken by a public agency or utility on land to be condemned within the Ranch, but not including any Infrastructure reasonably required for any Project.

(ii) Supporting, challenging, or otherwise opposing any decision by the Resource Agencies with respect to listing or de-listing any species as threatened or endangered, or designating or modifying the designation of critical habitat other than designation of critical habitat that is substantially limited to the Development Areas.

(iii) Challenging or otherwise opposing any condemnation proceeding that would not have a material impact on TRC's ability to permit, entitle, develop or use a Project.

(iv) Challenging or otherwise opposing any Potential Project in the Unpurchased Acquisition Areas or any Infrastructure or Mitigation related to such Potential Project.

(v) Challenging or otherwise opposing any proposed development or other activities on inholdings within the perimeter boundaries of the Ranch.

(vi) Supporting, challenging or otherwise opposing any regional plan of general applicability, except where the effect of the regional plan is substantially limited to the Ranch and would directly affect a Project or Project Approval.

(vii) Challenging or otherwise opposing any transfers, acquisitions, or exchanges of water, or any contracts, entitlements, approvals or other arrangements pertaining to the transfer, acquisition or exchange of water or water rights (including transfers or exchanges for the purpose of water banking) (collectively "Water Transfers"), but excepting any Water Transfer that is solely for the purpose of serving any use or activity on the Ranch that is consistent with this Agreement or a Conservation Easement granted pursuant to this Agreement, including without limitation, any Project in the Centennial, Grapevine or TMV Development Areas, but not including Water Transfers for storage on the Ranch that will ultimately be used for the purpose of serving some use or activity other than on the Ranch.

(viii) Challenging or otherwise opposing any action of TRC that is inconsistent with this Agreement, subject to the specific limitations set forth in the Agreement; provided, however that as to Development Areas, the Resource Organizations may only exercise their rights pursuant to Section 9.3 in connection with a breach of Section 9.1.

(c) Critical Habitat Listing. If a Resource Organization (other than Sierra Club) or the Conservancy takes any action pursuant to Section 10.5(b)(ii), such Resource Organization (or the Conservancy) shall, as a condition to the right to take such action, not use such listing or critical habitat designation as a basis for modification of a Project (or the Project Approvals) and shall state that pursuant to the Agreement the Resource Organizations and the Conservancy are not advocating that the species listing and/or the designation of critical habitat requires changes to any Project or Project Approvals.

10.6 Sierra Club.

(a) Comprehensive Restrictions. The Sierra Club and its respective employees, officers, governing boards and committees covenant not to take any action to challenge, in a formal administrative or judicial proceeding, any of the following:

(i) Any Project or Project Approvals requested from or granted by any Governmental Agencies.

(ii) Any permits or approvals, or the perfection of permits or approvals, for the Existing Surface Water Diversions.

(iii) Any regional plan or amendment thereto that is substantially limited to the Ranch and would directly affect a Project or Project Approval.

(iv) The implementation of the Resource Agency policy conclusions contained in the letters collectively attached as Exhibit R.

(v) The Tehachapi Mountain Upland Multi-Species Habitat Conservation Plan prepared pursuant to Section 10 of the ESA and the Tejon Ranch Valley Floor Habitat Conservation Plan provided it lies entirely within the Ranch.

(b) Limitations. Nothing in Section 10.6(a) above shall preclude the Sierra Club from engaging in any of the activities set forth in Section 10.5(b) above.

(c) Critical Habitat Listing. If the Sierra Club takes any action pursuant to Section 10.5(b)(ii), the Sierra Club shall not, as a condition to the right to take such action, use such listing or critical habitat designation as a basis for modification of a Project (or the Project Approvals).

11. ASSISTANCE IN ACHIEVING GLOBAL ACCEPTANCE OF RESOLUTION. The Parties shall work cooperatively and use their best efforts to obtain global acceptance of the terms, provisions and conditions of this Agreement. The Parties shall meet and confer on a quarterly basis (until such time as the Parties mutually agree to another interval or that the meetings are no longer necessary) to discuss the implementation of this Agreement.

12. REMEDIES.

12.1 Available Remedies in the Event of Breach. The Parties agree that, in the event of a breach under this Agreement that is not cured, and following exhaustion of the process set forth in Section 12.3(a)-(c) (an "Event of Default"), the sole and exclusive remedies available to the other Parties shall be to: (a) enforce, by specific performance, the obligations hereunder of the Breaching Party; or, (b) obtain an appropriate injunction to ensure compliance with the terms of this Agreement; or, (c) exercise any other rights or remedies specifically set forth herein. No Party shall be required or compelled to take any action, or refrain from taking any action, other than those actions required or prohibited by this Agreement.

12.2 No Monetary Damages. Other than as specifically permitted in Sections 2.3 through 2.7, 3.6(c), 3.8(d), 3.10 (g) and 15.6, no Party shall seek or be entitled to any monetary damages in the event of any breach or default under this Agreement; provided, however, this Section 12.2 shall not preclude monetary damages that are specifically permitted pursuant to a recorded Conservation Easement Agreement.

12.3 Processes in the Event of Breach.

(a) Notice of Breach. After the determination by a non-breaching Party ("Non-Breaching Party") that another Party ("Breaching Party") has breached or defaulted in the performance of any obligation under this Agreement, the Non-Breaching Party shall notify the Breaching Party (with a copy to any other Parties) of the determination in writing and provide a written explanation of the basis of the determination ("Notice of Breach"), and the Non-Breaching Party shall cure said breach or default or resolve the dispute with regard to the alleged breach or default within the Cure Period.

(b) Breach of Non-Opposition Provisions. If TRC claims that the Conservancy or a Resource Organization has acted in breach of its obligations under Section 10.5 or 10.6, TRC shall provide a Notice of Breach to the Breaching Party and (even if not the Breaching Party) the Conservancy, and the Breaching Party shall cure said breach or default within the Cure Period. If such breach relates to comments made in any administrative, regulatory, governmental, judicial or other public forum the Breaching Party shall deliver a letter consistent in the form attached hereto as Exhibit S to TRC and any applicable Governmental Agency prior to the earlier of the expiration of the Cure Period or (if there is a public hearing, meeting or comment period that is still open at the time the notice of the breach is received) the closing of the public hearing, meeting or comment period, which delivery shall fully cure the breach. If such breach pertains to the filing of a legal action in state or federal court, or any other action in a formal administrative or judicial proceeding, such breach may be fully cured by dismissal of such action by the Breaching Party during the Cure Period, so long as such dismissal results in full termination of such action with prejudice.

(c) Meet and Confer Obligation. Should the Parties disagree with the determination of breach of this Agreement, or the remedy necessary to cure any alleged breach, or if a breach has not been cured prior to the expiration of the Cure Period, as soon as is feasible, but in no event later than fifteen (15) days after receipt of the Notice of Breach or the expiration of the Cure Period, as applicable, or other mutually agreeable date, the senior management representatives of the Breaching Party and Non-Breaching Party shall meet and confer in good faith in an attempt to resolve any differences.

(d) Court Resolution of Breaches. It is the intent of the Parties that the Superior Court for the State of California in and for the County of Kern shall be the appropriate venue for resolving any disputes between the Parties as to the enforcement or interpretation of this Agreement except where the dispute concerns a Project or a Conservation Easement, in which case venue shall be in the County in which the Project or the majority of the land covered by the Conservation Easement is located. If an alleged breach or default is not resolved through the procedures set forth in Section 12.3(a)-(c) (and Section 3.9, where applicable), then the Non-Breaching Party shall be entitled immediately to seek relief from the court. No Party shall be

entitled to seek relief from the court or any other court of competent jurisdiction without having complied with procedures set forth in this Section 12.3(a)-(c) (and Section 3.9, where applicable), except where the alleged breach would result in irreparable harm if immediate relief were not obtained; provided that if the alleged breach is of the non-opposition obligations set forth in Section 10.5 or 10.6, the Breaching Party shall be given written notice and such opportunity to fully cure as is reasonable in the circumstances to avoid the irreparable harm (but in no circumstances longer than the period provided in Section 12.3(b)) prior to the filing of suit by the Non-Breaching Party.

(e) Notice of Cure. Within five (5) business days after the cure of any breach of this Agreement, the Breaching Party and Non-Breaching Party shall each deliver written notice to the other Parties that the breach has been cured.

12.4 Suspension of Conservation Fees and Advances.

(a) Breach by the Resource Organizations or Conservancy. In addition to the remedies specified in Section 12.1, upon the occurrence of an Event of Default by the Conservancy or the Resource Organizations (or a Resource Organization) arising under Article 10, it is the intent of the Parties that until the Event of Default has been cured, the Conservancy shall not have access to any Advances or Conservation Fees except to the extent required to pay for Mitigation Costs for which it is responsible. Accordingly, any Advances required by TRC or Conservation Fees received by the Conservancy shall be immediately deposited into the applicable Escrow Account commencing upon the expiration of the Cure Period until the Event of Default has been cured in accordance with Section 12.3. No more than once in any calendar month during any period of such suspension, the Conservancy shall request, and is entitled to receive, payment from the Escrow Holder, from amounts deposited into the Escrow Account, in an amount equal to: (i) the Mitigation Costs for the previous month, including any Mitigation Costs incurred by an Alternate Easement Holder or by TRC pursuant to Section 3.10(g), and (ii) the repayments of Advances due to TRC pursuant to Section 2.6. The request for payment shall be generally in the form attached as Exhibit W (a "Request for Payment"), except that the Escrow Holder shall be instructed to remit any amounts due to an Alternate Easement Holder or TRC directly to the Alternate Easement Holder or TRC, as applicable. Upon the cure of the Event of Default in accordance with Section 12.3 and the receipt of an authorization generally in the form attached as Exhibit X (a "Release Authorization"), the balance of funds in the Escrow Account, including all interest earned, shall be released to the Conservancy by the Escrow Holder. TRC, the Conservancy and the Resource Organization Designee each shall promptly execute and deliver each Request for Payment, and a Release Authorization upon the cure of an Event of Default, as described in this Section 12.4(a).

(b) Third-Party Challenges. If any third party files any legal action which challenges any Project Approval, or which could in any way have the effect of invalidating or modifying any Project Approval previously granted, or which could in any way have the effect of preventing or delaying any Project Approval, it is the intent of the Parties that until the legal action has been withdrawn or a final non-appealable judgment has been entered in the legal action, the Conservancy shall not have access to any Conservation Fees from the Development Area for which the Project Approval has been challenged, except to the extent that Conservation Fees from other Development Areas are not sufficient to satisfy the Annual

Funding Requirement or are paid to TRC to repay Advances pursuant to Section 2.6. If the Conservancy disputes that the legal action requires the deposit of the Conservation Fees into the Escrow Account pursuant to the terms of this Section 12.4(b), the Conservancy may request to meet and confer with TRC regarding the legal action. Regardless of whether the meet and confer process is requested, upon receipt of notice from TRC, the Conservancy shall immediately deposit such Conservation Fees into the applicable Escrow Account. Within thirty (30) days of the Effective Date, the Parties will agree on the specific procedures for the escrow and release of funds consistent with the intent set forth above, which shall be attached hereto as Exhibit Z. On the date on which a final non-appealable judgment has been entered in the legal action, regardless of whether the Project Approval is upheld, and upon receipt of a Release Authorization, the balance of funds in the Escrow Account, including all interest earned, shall be released to the Conservancy by the Escrow Holder. TRC, the Conservancy and the Resource Organization Designee each shall promptly execute and deliver each Request for Payment, and a Release Authorization when a final non-appealable judgment has been entered in the legal action, as described in this Section 12.4(b). For the purposes of this Section 12.4(b), the term "Project Approval" does not include any CEQA determination, development agreement, specific plan, parcel or subdivision map, zoning approval or determination, conditional use approval, grading permit, or the like that applies to a lot or lots that have been previously developed for the purposes contemplated by the Initial Entitlements or subsequent amendments thereto.

13. TERM OF AGREEMENT. The term of this Agreement shall commence on the Effective Date and expire on the date which is ninety-nine (99) years after the Effective Date; provided, however, that the expiration of the term of this Agreement shall not affect the term of any Conservation Easement or other documents executed and recorded hereunder that by its terms survives in perpetuity, including, but not limited to, the new agreement(s) entered into pursuant to Section 15.25.

14. REIMBURSEMENT OF FEES AND COSTS. Within five (5) business days after the receipt of documentation of the reasonable attorneys' and professional fees and costs incurred by the Resource Organizations in negotiating this Agreement between January 1, 2006 and the Effective Date, TRC shall deliver to Shute, Mihaly & Weinberger, LLP a check payable to Shute, Mihaly & Weinberger LLP to reimburse the Resource Organizations for those costs.

15. MISCELLANEOUS.

15.1 Sierra Club Exclusions. The term "Resource Organizations", "Party" and "Parties" as used in Articles 5, 6, 7, 8 and 11 and Sections 1.99, 1.144, 3.6, 10.1, 10.3, 10.4, 10.5 (except as cross referenced in Section 10.6(b)) and 15.6 shall include all of the Resource Organizations except the Sierra Club.

15.2 Binding on Successors. The covenants, terms, conditions, and restrictions of this Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective personal representatives, heirs, successors, and assigns, subject to the limitations on assignment set forth in Section 15.4. Where in this Agreement, any rights accrue to or obligations are imposed on an "Owner", such rights and obligations shall constitute a servitude running with the applicable portion of the Ranch, and shall run with the land.

15.3 Right To Enforce. Only the Parties may enforce this Agreement against any other Party and any such enforcement shall be subject to the terms and limitations set forth in this Agreement.

15.4 Assignment. Neither the Resource Organizations, collectively and individually, nor the Conservancy shall be entitled to assign or otherwise transfer their respective rights under this Agreement without the prior written consent of TRC, which consent may be withheld in the sole and absolute discretion of TRC; provided, however, that a Resource Organization shall be permitted to assign its interest in this Agreement without the consent of TRC, but only to a Successor which is acquiring all or substantially all of the assets of such Resource Organization as a result of a grant, merger, consolidation or by operation of law. TRC may assign its rights under this Agreement, in part or in whole, by written assignment executed by TRC and such assignee without the consent of the Resource Organizations but only to a Project Sponsor or in connection with the transfer or pledge of real property within the Ranch or in connection with an Exempt Transfer.

15.5 Acreages Approximate. Each Party acknowledges that the scale of the Ranch makes it difficult to estimate acreages and boundaries with precision and that all acreages referred to in this Agreement are approximate.

15.6 No Brokers. Each Party represents and warrants to the others that it has not dealt with any real estate broker or finder with respect to the negotiation of this Agreement or the transactions contemplated hereby. If any Claims for brokers' or finders' fees are made in connection with the consummation of this Agreement or the dedication or purchase of any Conservation Easement by virtue of the acts of the Resource Organizations or the Conservancy, or any contacts between any of the Resource Organizations or the Conservancy and the Person(s) making such claim, then the Resource Organizations and the Conservancy shall indemnify, defend (with counsel approved by TRC), protect and hold harmless TRC from and against such Claims if they are based upon any statement or representation or agreement by any of the Resource Organizations. If any claims for brokers' or finders' fees are made in connection with the consummation of this Agreement or the dedication or purchase of any Conservation Easement by virtue of the acts of TRC, or any contacts between TRC and the Person(s) making such claim, then TRC shall indemnify, defend (with counsel approved by the Resource Organization Designee), protect and hold harmless the Resource Organizations and the Conservancy from and against such Claims if they are based upon any statement or representation or agreement by TRC. This Section 15.6 shall survive the termination of this Agreement and the closing of any transaction for a Purchased Conservation Easement.

15.7 Entire Agreement. This Agreement constitutes the entire agreement among the Parties. Any amendment of this Agreement shall only be valid upon written execution of such amendment by the Parties. Further, none of the Parties shall be bound by any representations, warranties, promises, statements, or information unless expressly set forth herein.

15.8 Factual Investigation. Each Party acknowledges that it has conducted its own factual investigation, is not relying on any other Party, and assumes the risk that there are material unknown facts or that facts are other than as is presumed. The Parties further

acknowledge that they are aware that they may hereafter discover material facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of this Agreement, and further acknowledge that there may be future events, circumstances, or occurrences materially different from those they know or believe likely to occur, but that it is their intention to enter into and be bound by this Agreement.

15.9 Captions. The captions of the various sections in this Agreement are for convenience and organization only, and are not intended to be any part of the body of this Agreement, nor are they intended to be referred to in construing the provisions of this Agreement.

15.10 Exhibits. All exhibits referenced in this Agreement are attached hereto and made a part of and incorporated herein.

15.11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15.12 Statutory References. All statutory references in this Agreement shall mean and include the applicable statute, as amended from time to time, or, if such statute is repealed and replaced, any successor statute.

15.13 Notices, Demands and Communications Between the Parties. Formal written notices, demands, correspondence and communications between the Parties shall be sufficiently given if delivered personally (including delivery by private courier), dispatched by certified mail, postage prepaid and return receipt requested, or delivered by nationally recognized overnight courier service, or by electronic facsimile transmission followed by delivery of a "hard" copy to the offices of the Parties indicated below; provided, however, to the extent this Agreement specifies that notice shall be directed to the Resource Organization Designee, TRC shall not be obligated to deliver notice to all of the Resource Organizations if such notice is delivered to the Resource Organization Designee.

If to Resource Organizations:

Sierra Club
3435 Wilshire Boulevard, Suite 660
Los Angeles, CA 90010
Fax: (213) 387-8348
Attn: Bill Corcoran
Senior Regional Representative

National Audubon Society, Inc., d.b.a. Audubon
California 4225 Hollis Street
Emeryville, CA 94608
Fax: (510) 601-1954
Attn: Graham Chisholm
Deputy Director, Director of Conservation

Natural Resources Defense Council, Inc.
1314 Second Street
Santa Monica, CA 90401
Fax: (310) 434-2399
Attn: Joel Reynolds
Senior Attorney

Endangered Habitats League
8424-A Santa Monica Boulevard, Suite #592
Los Angeles, CA 90069
Fax: (323) 654-1931
Attn: Dan Silver
Executive Director

Planning and Conservation League
1107 9th Street, Suite 360
Sacramento, CA 95814
Fax: (916) 448-1789
Attn: Executive Director

With a copy to:

Shute, Mihaly & Weinberger, LLP
396 Hayes Street
San Francisco, CA 94102
Fax: (415) 552-5816
Attn: William White

Sierra Club
Environmental Law Program
85 Second Street, Second Floor
San Francisco, CA 94105-3441
Fax: (415) 977-5793
Attn: Aaron Isherwood
Coordinating Attorney

National Audubon Society
225 Varick Street, 7th floor
New York, NY 10014
Fax: (212) 979-3024
Attn: General Counsel

If to Resource Organization Designee:

Terrell Watt, AICP
1937 Filbert Street
San Francisco, CA 94123
Fax: (415) 563-8701

With a copy to:	Shute, Mihaly & Weinberger, LLP 396 Hayes Street San Francisco, CA 94102 Fax: (415) 552-5816 Attn: Richard Taylor
If to TRC, Owner or the Owner Designee:	Tejon Ranch Corporation P.O. Box 1000 Lebec, CA 93243 Fax: (661) 248-3100 Attn: Teri Bjorn, General Counsel Overnight mail address: 4436 Lebec Road Lebec, CA 93243 Attn: Teri Bjorn, General Counsel
With a copy to:	Coblentz, Patch, Duffy & Bass, LLP One Ferry Building, Suite 200 San Francisco, CA 94111 Fax: (415) 989-1663 Attn: Harry O'Brien
If to Conservancy:	Tejon Ranch Conservancy c/o National Audubon Society, Inc., d.b.a. Audubon California 4225 Hollis Street Emeryville, CA 94608 Fax: (510) 601-1954 Attn: Graham Chisholm, Chair
With a copy to:	Caplan & Drysdale 1 Thomas Circle N.W. Washington, D.C. 20005 Fax: (202) 429-3301 Attn: Douglas Varley

Such written notices, demands, correspondence and communications may be sent in the same manner to such persons and addresses as any Party may from time-to-time designate in writing at least fifteen (15) days prior to the name or address change and as provided in this Section 15.13.

Notices personally delivered shall be deemed to have been received upon delivery. Notices delivered by certified mail, as provided above, shall be deemed to have been given and received on the first to occur of: (a) actual receipt by any of the addressees designated above as the Party to whom notices are to be sent; or (b) within five (5) days after a certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. Notices

delivered by nationally recognized overnight courier service (such as Federal Express) as provided above shall be deemed to have been received upon delivery. Notices delivered by electronic facsimile transmission shall be deemed received upon receipt of the sender of electronic confirmation of delivery, provided that a "hard" copy is delivered by overnight courier as provided above.

15.14 Counterparts. This Agreement may be executed in one or more counterparts, and all the counterparts shall constitute but one and the same Agreement, notwithstanding that all Parties hereto are not signatories to the same or original counterpart.

15.15 Nonwaiver. Unless otherwise expressly provided in this Agreement, no waiver by a Party of any provision hereof shall be deemed to have been made unless expressed in writing and signed by such Party. No delay or omission in the exercise of any right or remedy accruing to any Party upon any breach under this Agreement shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by a Party of any breach of any term, covenant or condition herein stated shall not be deemed to be a waiver of any other term, covenant or condition.

15.16 Authority. Each of the persons signing this Agreement on behalf of a Party hereby represents that he or she has the requisite authority to bind the Party on whose behalf he or she is signing this Agreement, and that all requisite approvals of such Party, its board of directors, shareholders, members, general partners, or others have been obtained. Upon the request of any Party, each Party shall deliver evidence of such authorization to all other Parties. Each of the Parties represents and warrants that the execution and delivery of this Agreement by such Party, and the performance of such Party's obligations hereunder, have been duly authorized by such Party, and that all consents or approvals necessary to cause this Agreement to be binding upon such Party have been obtained and are in full force and effect.

15.17 Understanding of Terms. The Parties each hereby affirm and acknowledge that they have read this Agreement, that they know and understand its terms, and have signed it voluntarily and after having been advised by counsel. The Parties have had a full and unhindered opportunity to consult with their attorneys, accountants, financial advisors and such other consultants, as they may have desired prior to executing this Agreement.

15.18 Construction. The Parties acknowledge that each Party and its counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendment or exhibits hereto.

15.19 No Third Party Beneficiaries. This Agreement shall not create or bestow any lien or property right in any third party. The Parties agree that no third party beneficiary to this Agreement exists and that nothing contained herein shall be construed as giving any other Person third party beneficiary status.

15.20 No Requirement to Build. The Parties hereto agree that, notwithstanding anything to the contrary herein, this Agreement shall not obligate TRC to undertake all or any part of a Project or Potential Project; however, if and when TRC proceeds to permit, entitle,

develop or use a Project, TRC shall do so in conformance with the applicable provisions of this Agreement.

15.21 No Acquisition Funding. The Parties acknowledge that no acquisition funding is a required condition precedent to the Parties' execution and performance of the terms and provisions of this Agreement.

15.22 Confidentiality. Unless disclosure is otherwise required under this Agreement or under Applicable Law, the Resource Organizations and the Conservancy shall keep and shall cause their respective agents, consultants and employees to keep confidential all tests, reports, documents, analyses, and opinions obtained by the Resource Organizations or the Conservancy with respect to any portion of the Conservation Easement Area or the Ranch, including, but not limited to, any information provided by TRC or received or prepared by the Resource Organizations or the Conservancy in connection with their factual, physical and legal examinations and inquiries regarding any portion of the Conservation Easement Area (collectively, "Confidential Information"), except that the Resource Organizations, and the Conservancy may disclose Confidential Information to their respective consultants and legal counsel and funders (subject to Sections 8.6(b) and 8.6(c)), provided that the Resource Organizations, and/or the Conservancy obtain an agreement in writing of such consultants and counsel (and if applicable, funders) to keep the Confidential Information confidential. Neither the contents nor the results of any Confidential Information shall be disclosed by the Resource Organizations or the Conservancy or their respective agents, consultants and employees without TRC's prior written approval, which TRC may grant or withhold at TRC's sole and absolute discretion, unless and until the Resource Organizations, and/or the Conservancy are legally compelled to make such disclosure. This Section 15.22 shall terminate with respect to Confidential Information specific to (a) the Centennial, Grapevine and TMV Development Areas, on the earlier of (i) thirty (30) days after the Environmental Impact Report for the applicable Project is circulated for public comment as required by CEQA or (ii) June 30, 2009, or (b) the Tehachapi Mountain Upland Multi-Species Habitat Conservation Plan covered lands, on the earlier of (i) thirty (30) days after the Environmental Impact Statement is circulated pursuant to NEPA, or (ii) June 30, 2009, or (c) any other areas on the Ranch, on June 30, 2009.

15.23 Severability. The invalidity of any portion of this Agreement shall not invalidate the remainder. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or unenforceable by a court of competent jurisdiction, the Parties shall amend this Agreement and/or take other action necessary to achieve the intent and purpose of this Agreement in a manner consistent with the ruling of the court.

15.24 Further Assurances. The Parties shall promptly perform, execute and deliver or cause to be performed, executed and delivered any and all acts, deeds and assurances, including the delivery of any documents, as any Party may reasonably require in order to carry out the intent and purpose of this Agreement. As Final Maps are recorded within each Development Area, TRC will cause permanent restrictions to be recorded against: (a) the "Not Developed" areas, as generally described on Exhibits J-1 and J-2, (b) the areas outside of the "Development Envelope," as generally described on Exhibit J-3, and (c) the areas which lie outside of areas that may be Developed within the "Development Envelope," as generally

described on Exhibit J-3, with the precise boundaries of all such areas to be finally determined consistent with this Agreement.

15.25 Termination of Agreement Following Recordation of Last Conservation Easement. At any time after the recordation of the last Conservation Easement that is required to be tendered by TRC pursuant to this Agreement, the Conservancy and the Resource Organizations agree, upon the written request of the Owner Designee, to execute, acknowledge and deliver a document or instrument reasonably required to evidence the termination of this Agreement of record with respect to the Ranch, provided that Owner (and the owners of each Development Area) simultaneously enter into a new agreement with the Conservancy and the Resource Organizations, in form and substance reasonably satisfactory to the Conservancy and the Resource Organizations, which new agreement shall include the obligations, requirements, conditions and provisions of this Agreement which have not been fully and finally satisfied and recognize the termination, with regard to the Ranch, of the obligations, requirements, conditions and provisions of this Agreement contained in Article 5, Article 6, Article 8 and such other Articles and Sections which have been fully and finally satisfied.

15.26 Memorandum of Agreement. TRC shall cause a memorandum of this Agreement to be recorded against the Ranch in the Official Records of the Counties of Kern and Los Angeles. The memorandum shall (a) include a declaration of restrictions or similar provision to ensure the applicable provisions of this Agreement run with the land and (b) provide record notice of the terms and conditions of this Agreement. Within thirty (30) days after the Effective Date, TRC shall draft and deliver to the Resource Organization Designee a proposed form of memorandum consistent with this Agreement. The Resource Organization Designee shall provide TRC any comments to the proposed form of memorandum within fifteen (15) days after delivery of the draft by TRC. TRC and the Resource Organization Designee shall thereafter work cooperatively and in good faith to finalize, execute, acknowledge and record the memorandum as soon as practicable. Promptly upon TRC or the Owner Designee's request following the expiration or termination of this Agreement, the Conservancy and the Resource Organizations shall deliver to TRC and/or the Owner Designee a duly executed and acknowledged quitclaim deed suitable for recordation in the Official Records of the Counties of Kern and Los Angeles and in form and content reasonably satisfactory to TRC and the Owner Designee, for the purpose of evidencing in the public records the termination of this Agreement. After the initial recordation of the memorandum and at the reasonable request of any Party, the Parties shall cooperate to re-record the memorandum as reasonably necessary.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed one or more copies of this Agreement as of the Effective Date.

TRC:

TEJON RANCH CO.,
a Delaware corporation

By: /s/ Robert A. Stine
Name: Robert A. Stine
Title: President and Chief Executive Officer

Signing for the limited purposes of acknowledging the obligations as set forth in Sections 2.2, 8.3, 9.1(b), 9.4 and 9.6:

CENTENNIAL FOUNDERS LLC,
a Delaware limited liability company

By: /s/ Greg Medeiros
Name: Greg Medeiros
Title: Authorized Signator

Signing for the limited purposes of acknowledging the obligations as set forth in Sections 2.2, 8.3, 9.1(e), 9.4 and 9.6:

TEJON MOUNTAIN VILLAGE LLC,
a Delaware limited liability company

By: /s/ Eneas A. Kane
Name: Eneas A. Kane
Title: Authorized Signator

TEJON RANCHCORP,
a California corporation

By: /s/ Robert A. Stine
Name: Robert A. Stine
Title: President and Chief Executive Officer

Signing for the limited purposes of acknowledging the obligations as set forth in Sections 8.3, 9.1(d) and 9.6:

TEJON INDUSTRIAL CORP.,
a California corporation

By: /s/ Robert A. Stine
Name: Robert A. Stine
Title: President

[SIGNATURES CONTINUE ON NEXT PAGE]

RESOURCE ORGANIZATIONS:

SIERRA CLUB,
a California nonprofit public benefit corporation

By: /s/ Bill Corcoran
Name: Bill Corcoran
Title: Senior Regional Representative

By: /s/ Jim Dodson
Name: Jim Dodson
Title: Authorized Representative

NATIONAL AUDUBON SOCIETY, INC.,
a New York nonprofit corporation, D.B.A. Audubon California

By: /s/ Graham Chisholm
Name: Graham Chisholm
Title: Deputy Director, Director of Conservation

NATURAL RESOURCES DEFENSE COUNCIL,
a New York nonprofit corporation

By: /s/ Joel Reynolds
Name: Joel Reynolds
Title: Senior Attorney

ENDANGERED HABITATS LEAGUE,
a California nonprofit public benefit corporation

By: /s/ Dan Silver
Name: Dan Silver
Title: Executive Director

PLANNING AND CONSERVATION LEAGUE,
a California nonprofit public benefit corporation

By: /s/ Bill Center
Name: Bill Center
Title: President, Board of Directors

By: /s/ Gary A. Patton
Name: Gary A. Patton
Title: General Counsel

[SIGNATURES CONTINUE ON NEXT PAGE]

CONSERVANCY:

TEJON RANCH CONSERVANCY,
a California nonprofit public benefit corporation

By: /s/ Graham Chisholm
Name: Graham Chisholm
Title: Chair

LIST OF EXHIBITS

EXHIBIT A – Depiction of Tejon Ranch
EXHIBIT B – Depiction of Development Areas
EXHIBIT C – Depictions of Acquisition Areas
- EXHIBIT C-1 – Bi-Centennial Acquisition Area
- EXHIBIT C-2 – Michener Ranch Acquisition Area
- EXHIBIT C-3 – Old Headquarters Acquisition Area
- EXHIBIT C-4 – Tri-Centennial Acquisition Area
- EXHIBIT C-5 – White Wolf Acquisition Area

EXHIBIT D – Depiction of National Cement Area
EXHIBIT E – Depiction of Dedicated Conservation Easement Areas
EXHIBIT F – CE Conveyance Plan - Linked Acreage
EXHIBIT G – Depiction of Designated Areas
- EXHIBIT G-1 – Depiction of Designated Farm Areas
- EXHIBIT G-2 – Depiction of Designated Mining Areas
- EXHIBIT G-3 – Depiction of Designated Oil and Gas Areas
- EXHIBIT G-4 – Depiction of Designated Water Bank Areas

EXHIBIT H – Depiction of Disturbance Areas
- EXHIBIT H-1 – Disturbance Area A
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- EXHIBIT H-6 – Disturbance Area F
- EXHIBIT H-7 – Disturbance Area G
- EXHIBIT H-8 – Disturbance Area H

EXHIBIT I – Depiction of the Pacific Crest Trail Easement Areas
EXHIBIT J – Depictions of Developed Areas
- EXHIBIT J-1 – Depiction of Developed Areas in Centennial
- EXHIBIT J-2 – Depiction of Developed Areas in Grapevine
- EXHIBIT J-3 – Depiction of Developed Areas in TMV

EXHIBIT K – Conservancy Documents
- EXHIBIT K-1 – Articles of Incorporation
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EXHIBIT L – Conservation Fee Principles
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- EXHIBIT Q-4 – Required Measures for TMV

EXHIBIT R – Resource Agency Letters re Mitigation
EXHIBIT S – Non-Opposition Letters
EXHIBIT T – Form of Conformity Letter
EXHIBIT U – Joint Public Statement
EXHIBIT V – Form of Resource Organization Breach Letter
EXHIBIT W –Form of Reimbursement Request from Escrow Holder
EXHIBIT X – Form of Release of Funds from Escrow Holder
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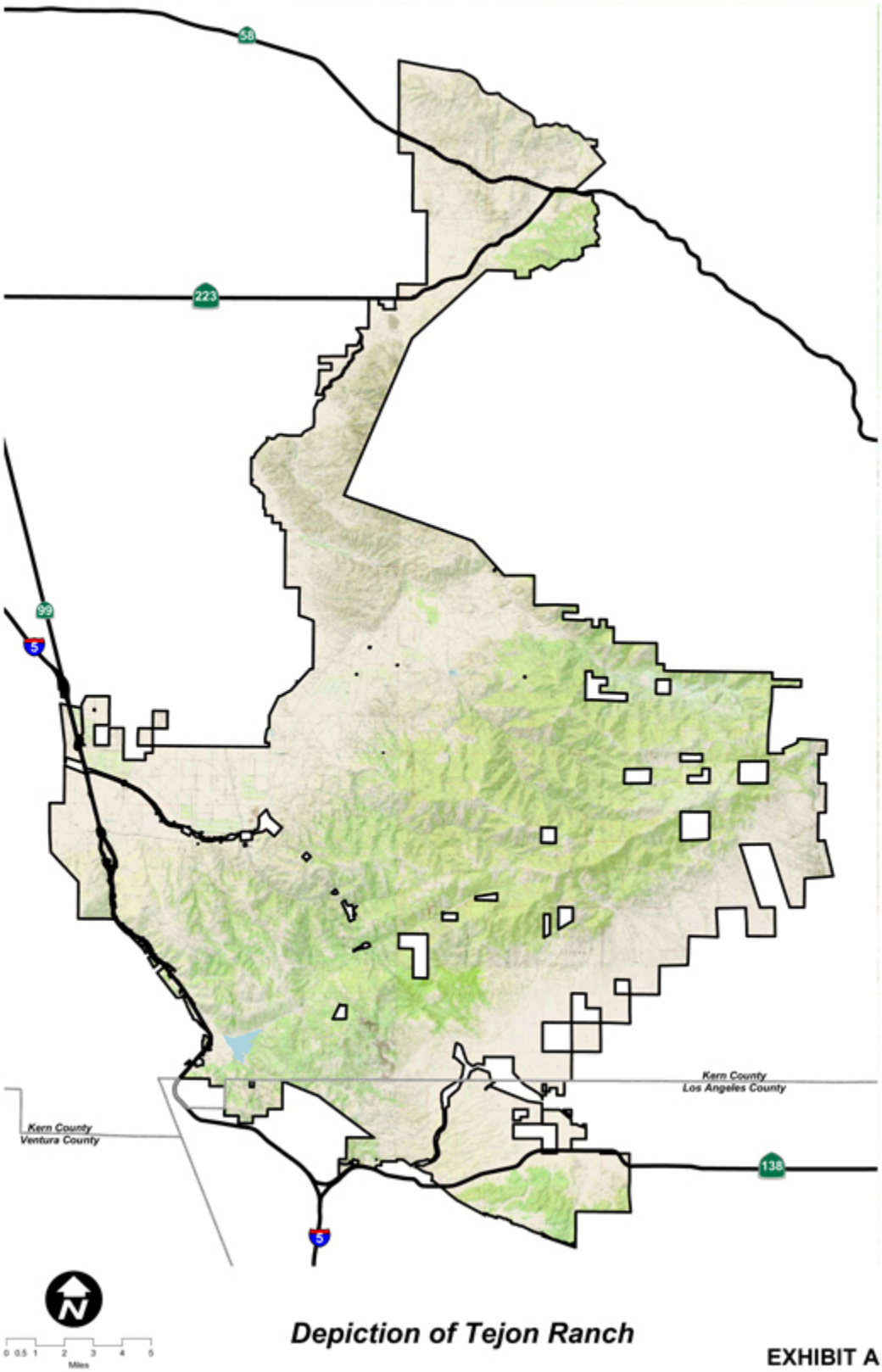
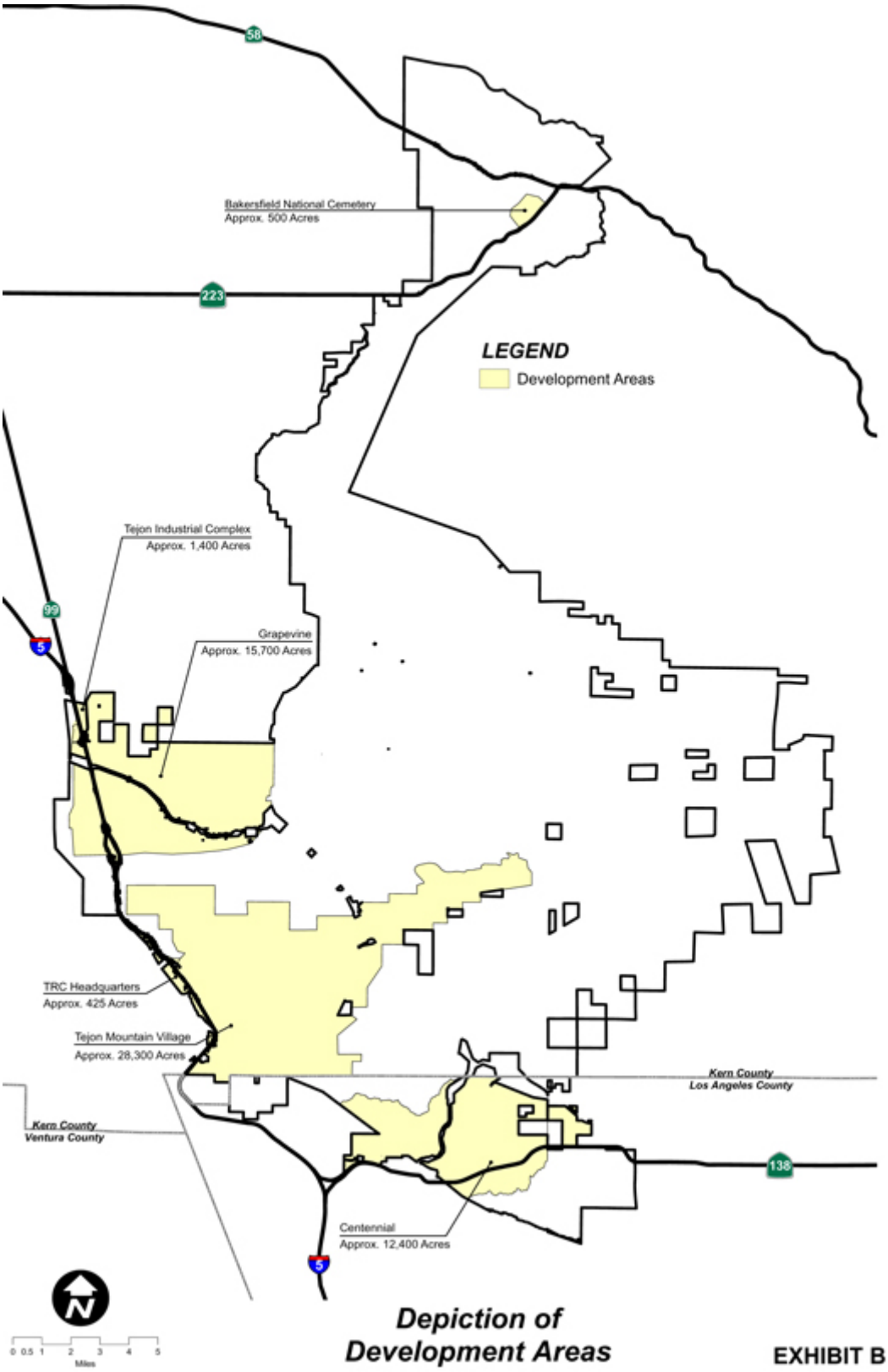
15.26 Memorandum of Agreement 83



Depiction of Tejon Ranch

EXHIBIT A


58
223
99
5
138
Bakersfield National Cemetery
Approx. 500 Acres
LEGEND
Development Areas
Tejon Industrial Complex
Approx. 1,400 Acres
Grapevine
Approx. 15,700 Acres
TRC Headquarters
Approx. 425 Acres
Tejon Mountain Village
Approx. 28,300 Acres
Kern County
Ventura County
Kern County
Los Angeles County
Centennial
Approx. 12,400 Acres
N
0 0.5 1 2 3 4 5
Miles
Depiction of
Development Areas
EXHIBIT B

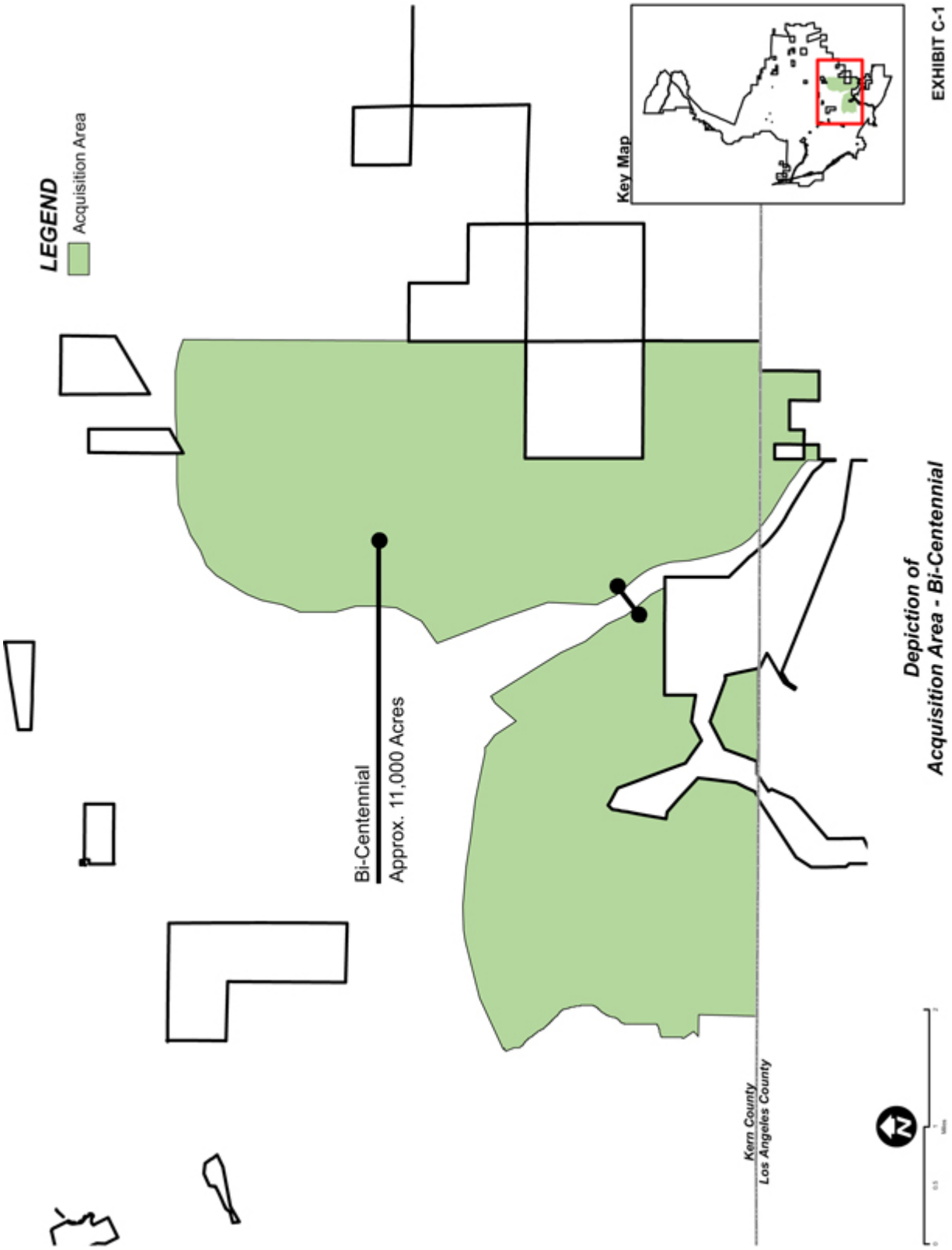


EXHIBIT C-1
Key Map
LEGEND
Acquisition Area
Depiction of
Acquisition Area - Bi-Centennial
Bi-Centennial
Approx. 11,000 Acres
Kern County
Los Angeles County
N

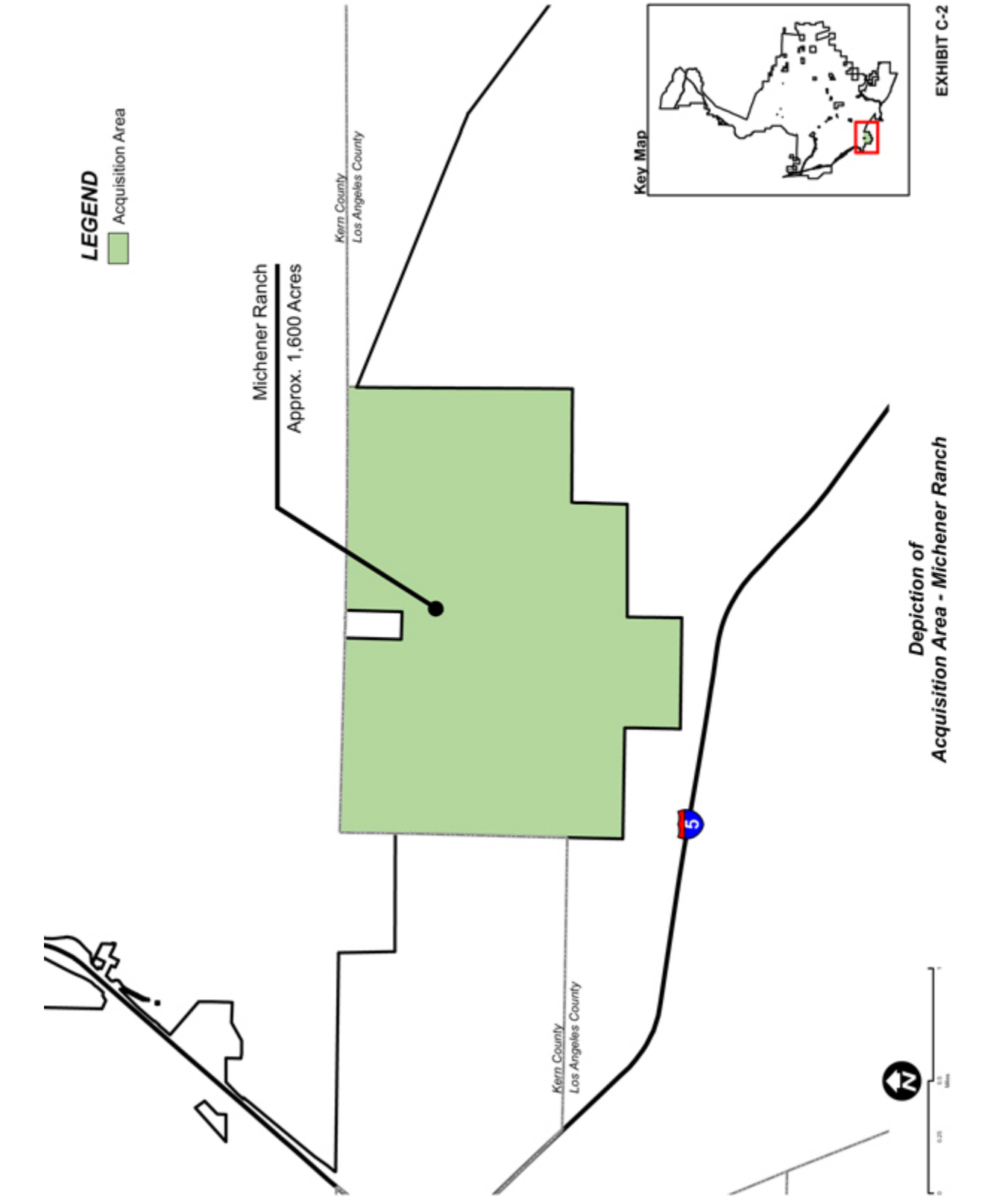


EXHIBIT C-2
Key Map
LEGEND
Acquisition Area
Michener Ranch
Approx. 1,600 Acres
Kern County
Los Angeles County
Kern County
Los Angeles County
5
Depiction of
Acquisition Area - Michener Ranch

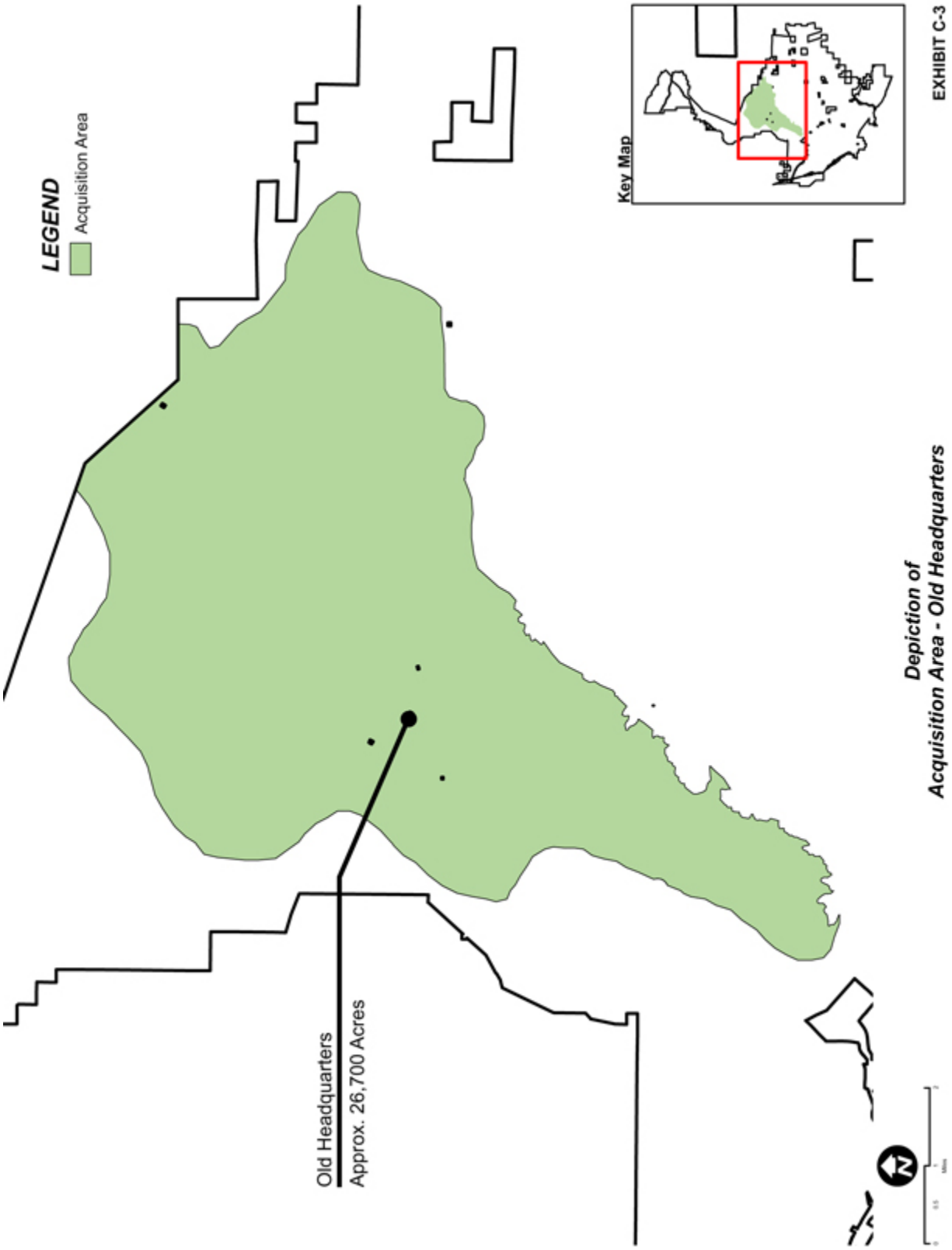


EXHIBIT C-3
Key Map
LEGEND
Acquisition Area
Old Headquarters
Approx. 26,700 Acres
Depiction of
Acquisition Area - Old Headquarters

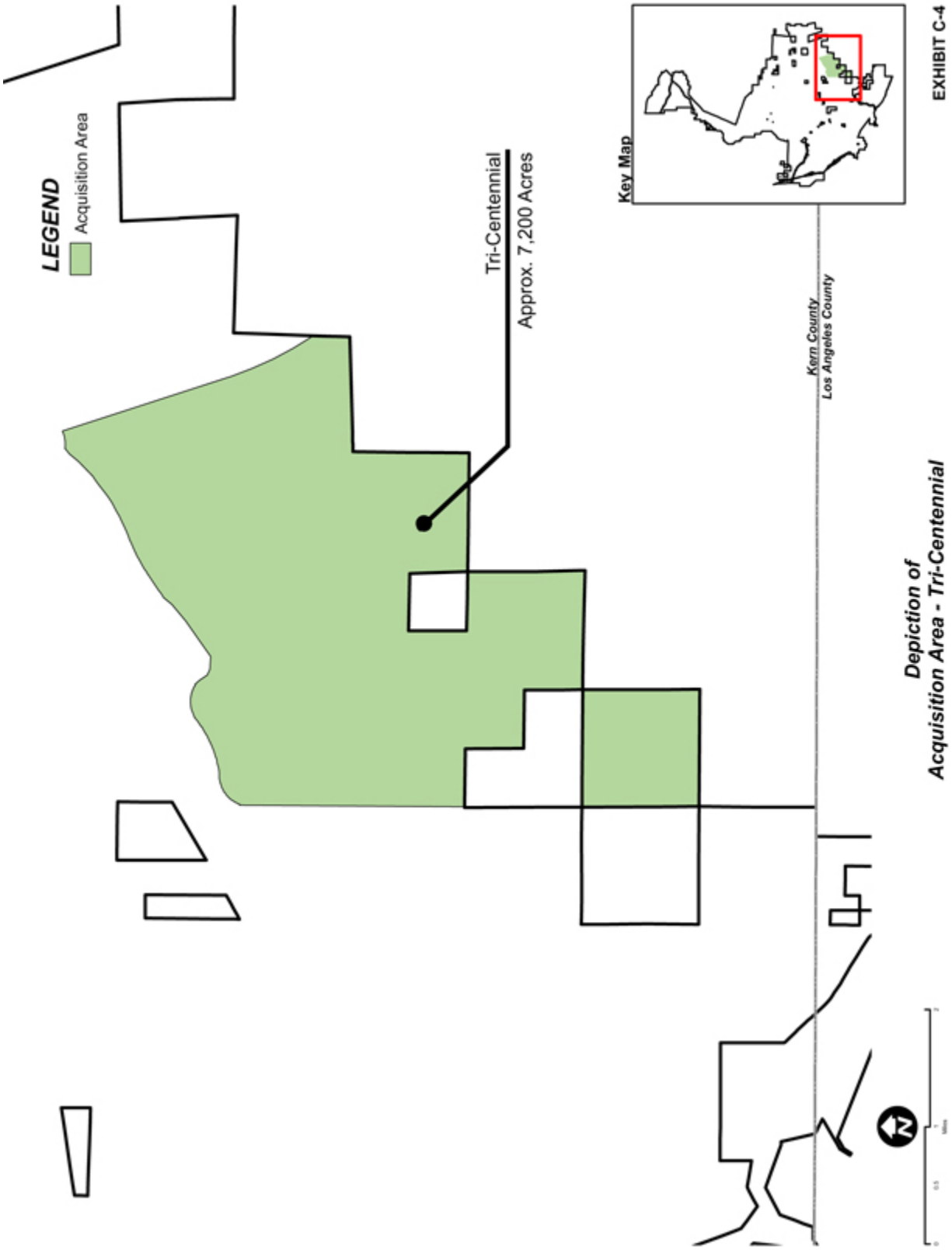


EXHIBIT C-4
Key Map
LEGEND
Acquisition Area
Tri-Centennial
Approx. 7,200 Acres
Kern County
Los Angeles County
Depiction of
Acquisition Area - Tri-Centennial

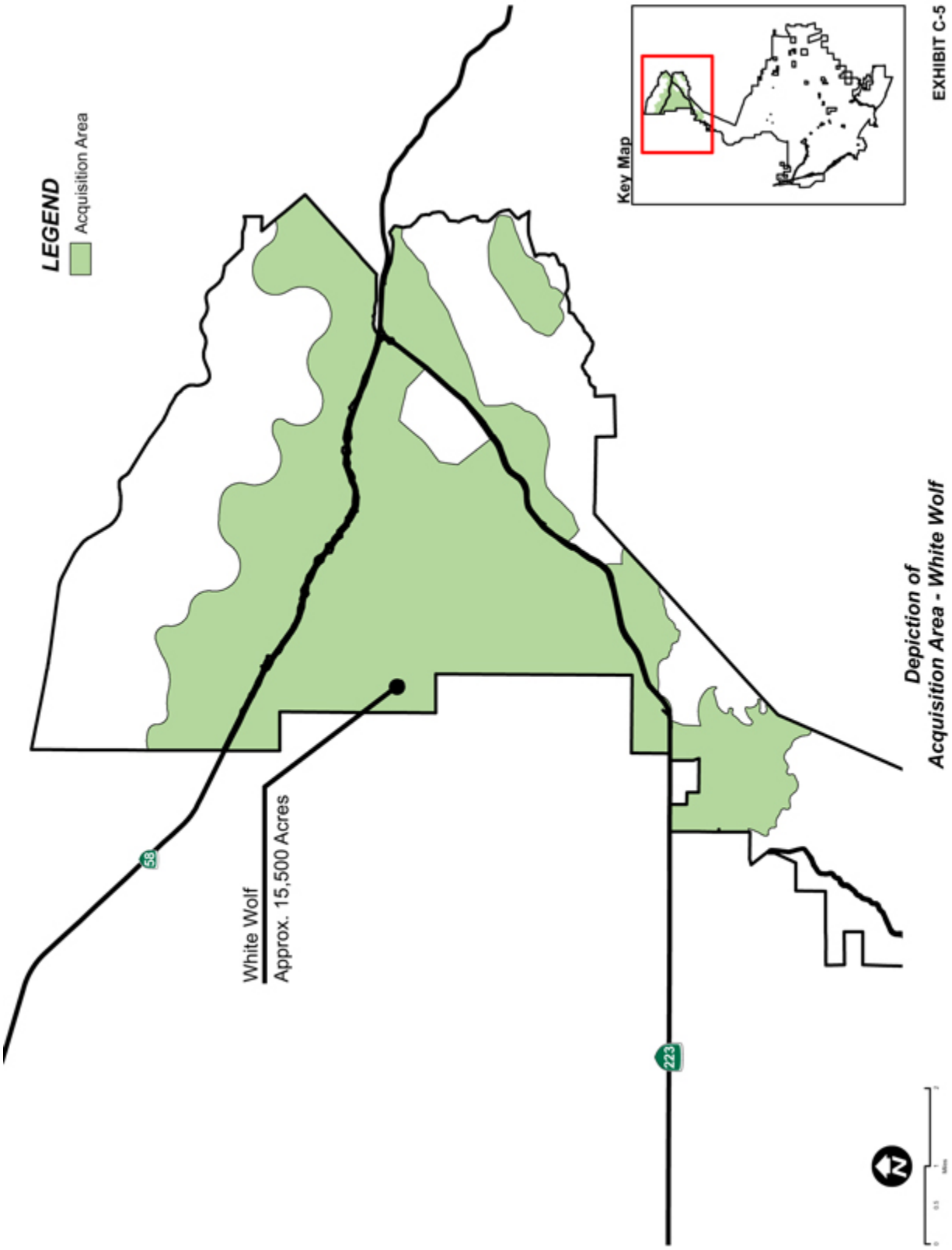


EXHIBIT C-5
Key Map
LEGEND
Acquisition Area
Depiction of
Acquisition Area - White Wolf
White Wolf
Approx. 15,500 Acres
58
223
N

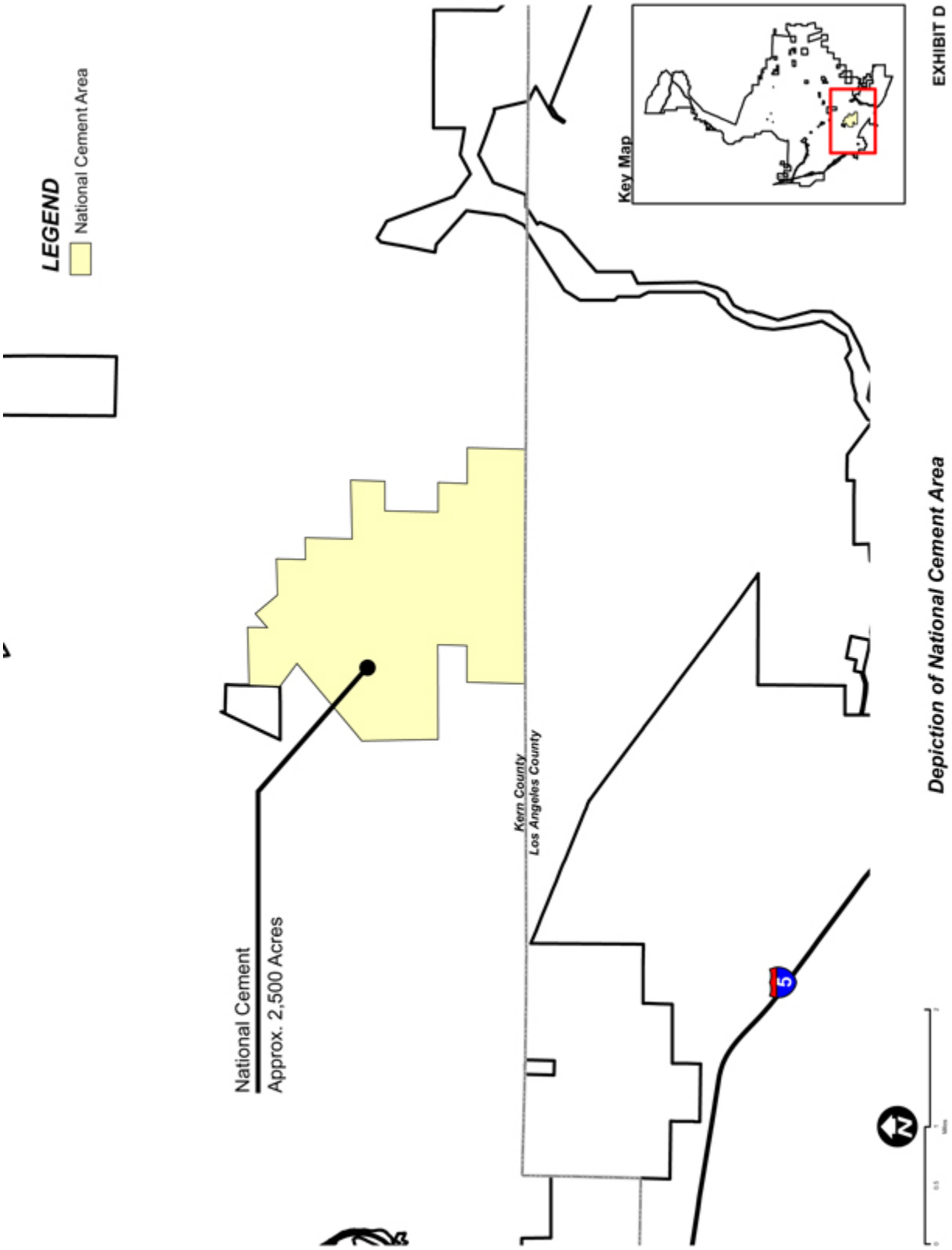
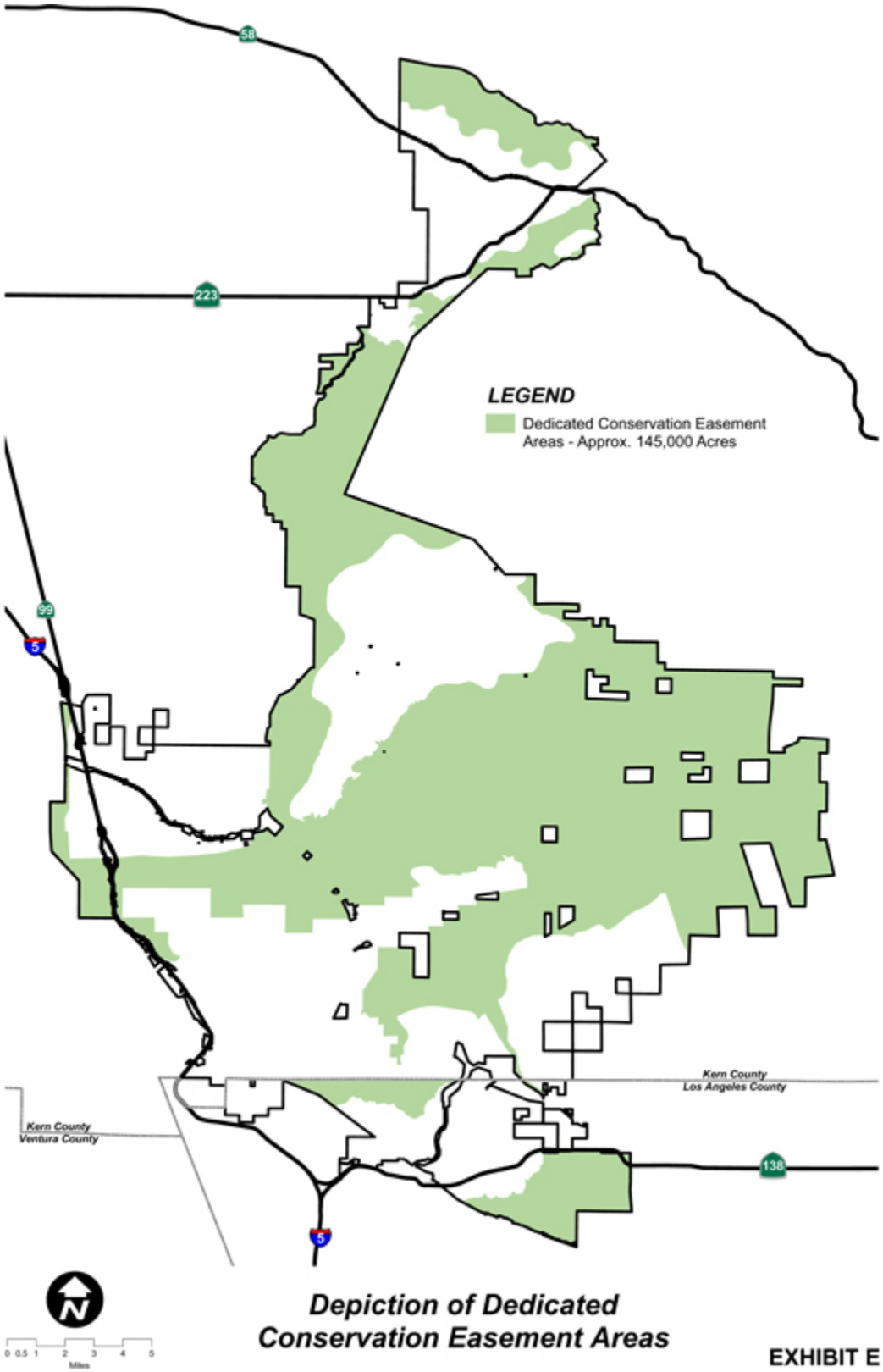
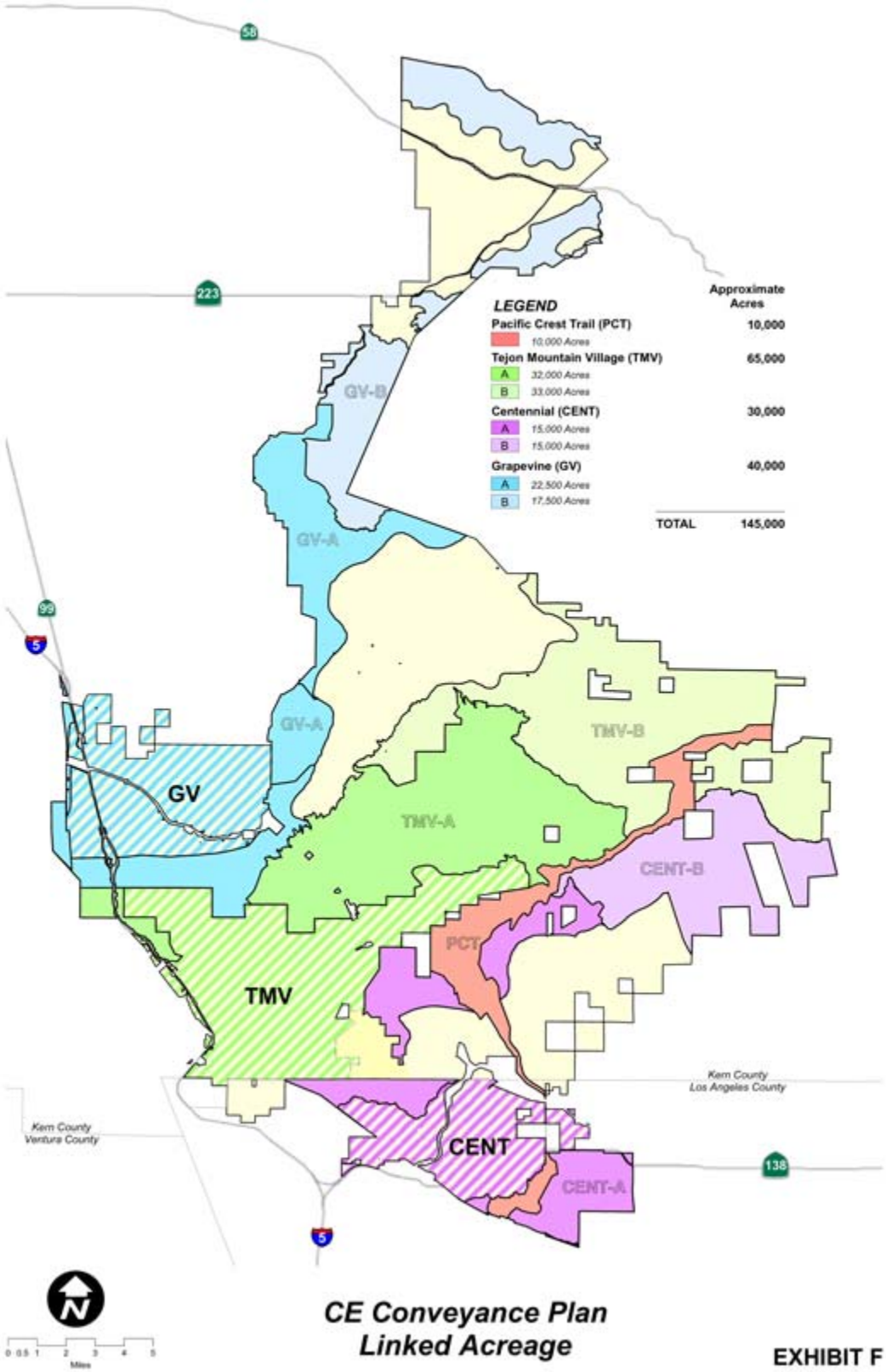


EXHIBIT D
Key Map
LEGEND
National Cement Area
National Cement
Approx. 2,500 Acres
Kern County
Los Angeles County
5
Depiction of National Cement Area



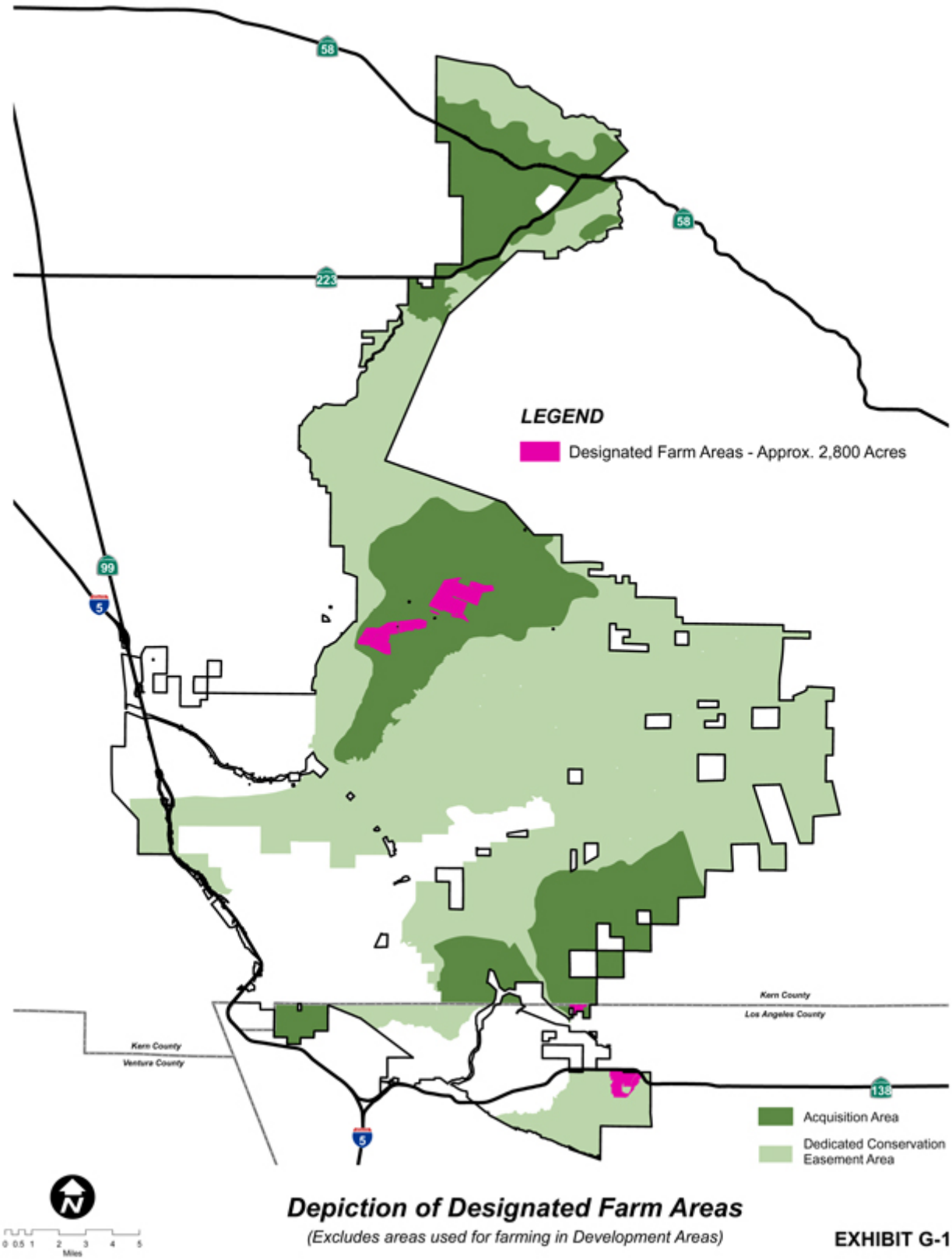
Depiction of Dedicated Conservation Easement Areas

EXHIBIT E



CE Conveyance Plan
Linked Acreage

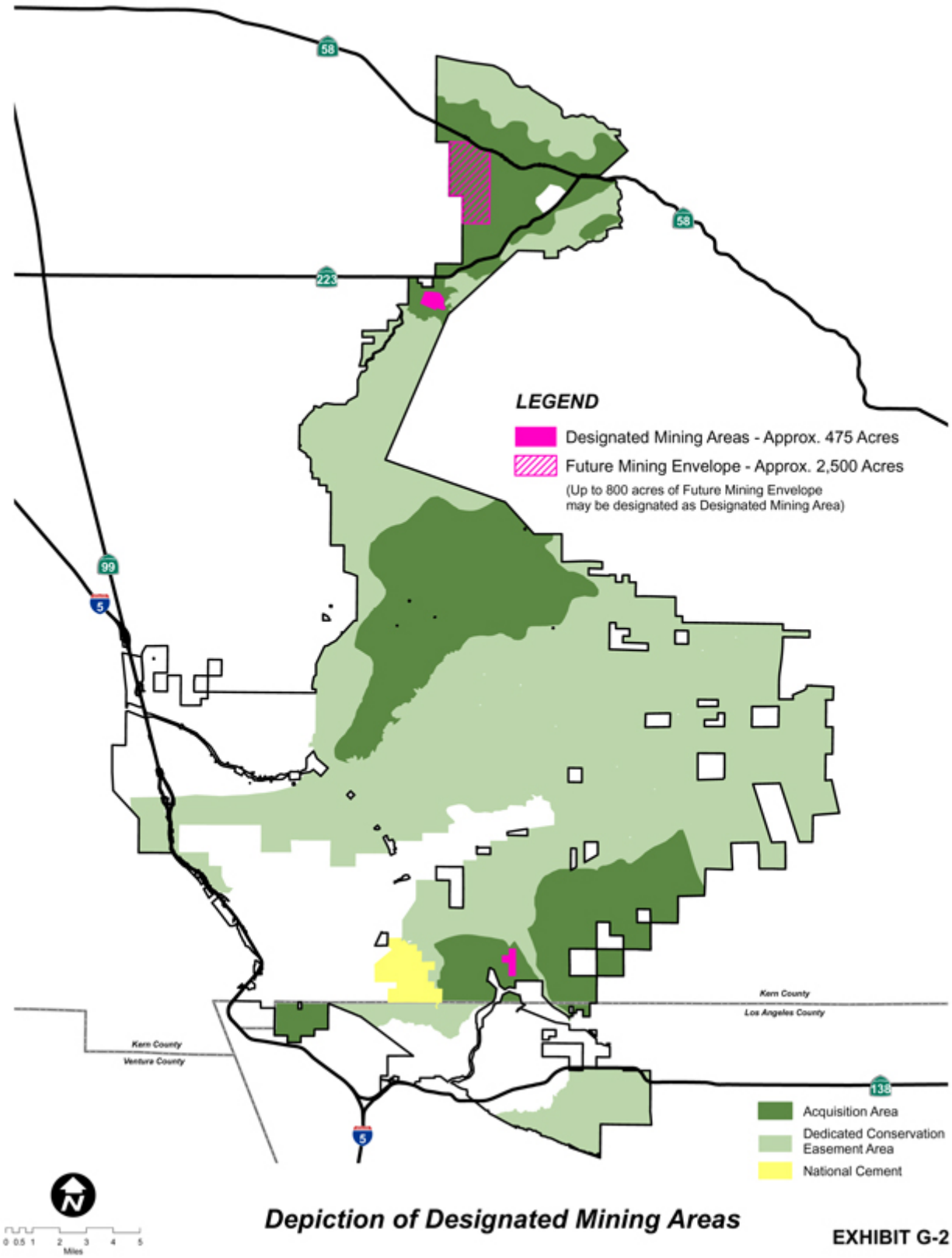
EXHIBIT F



Depiction of Designated Farm Areas

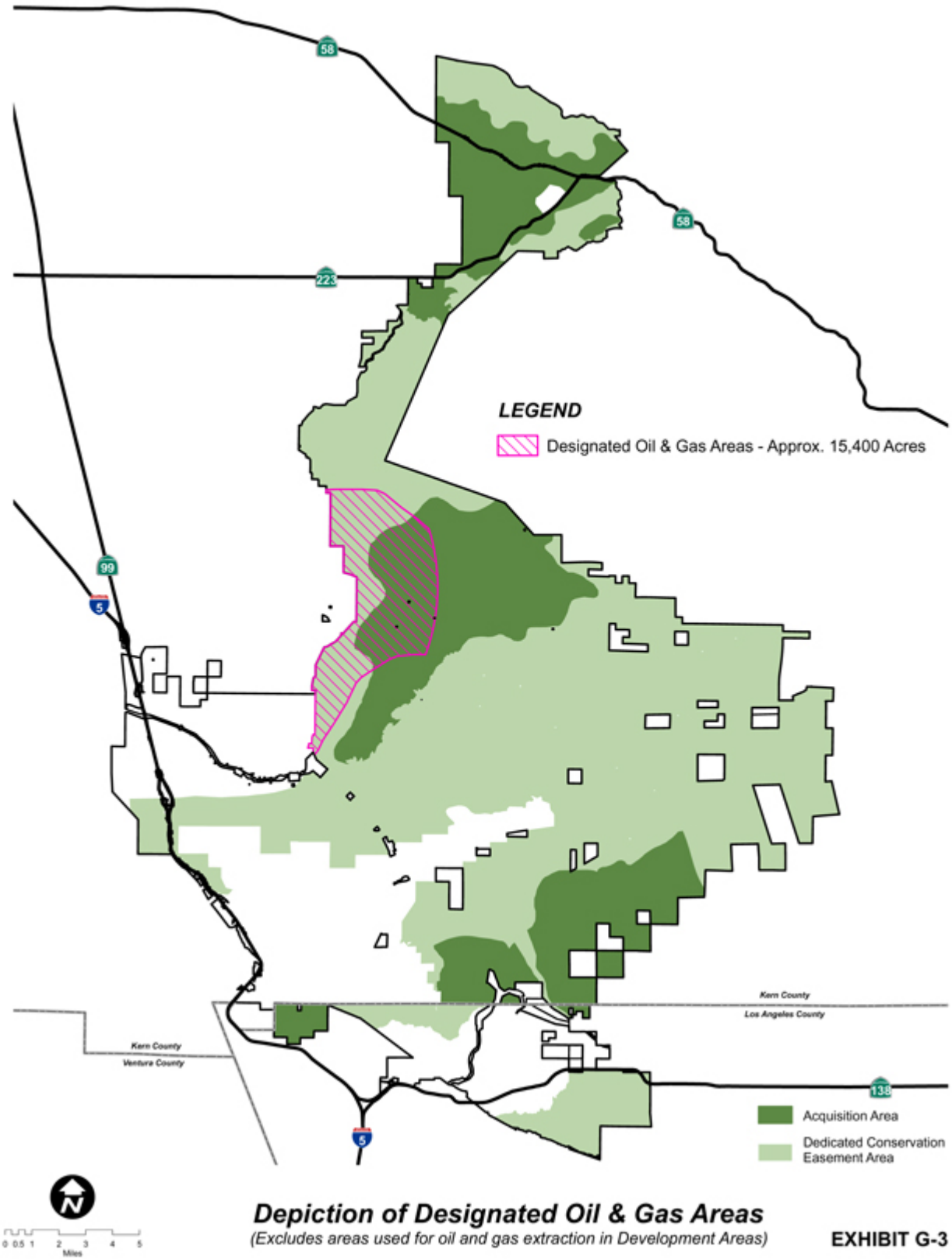
(Excludes areas used for farming in Development Areas)

EXHIBIT G-1



Depiction of Designated Mining Areas

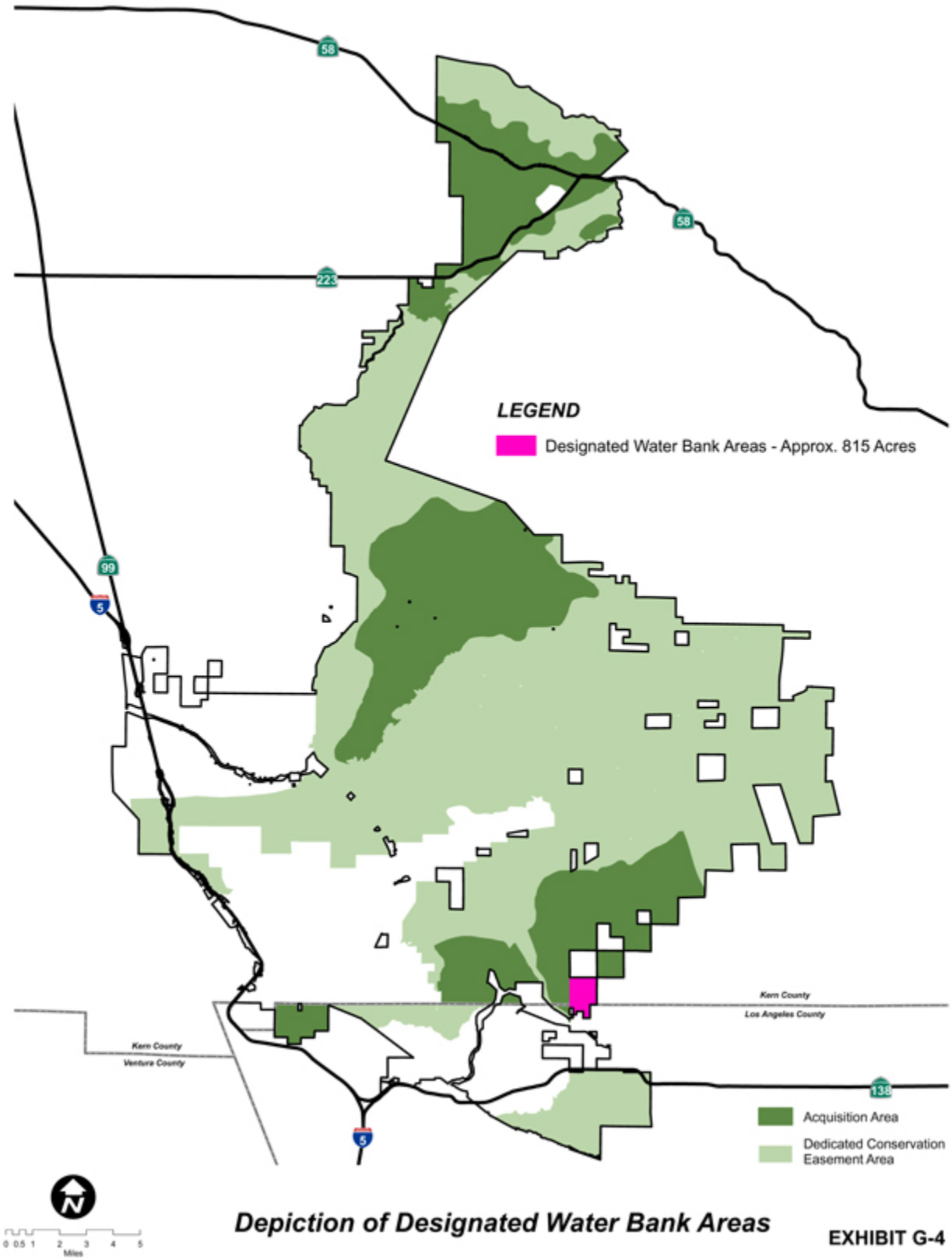
EXHIBIT G-2



Depiction of Designated Oil & Gas Areas

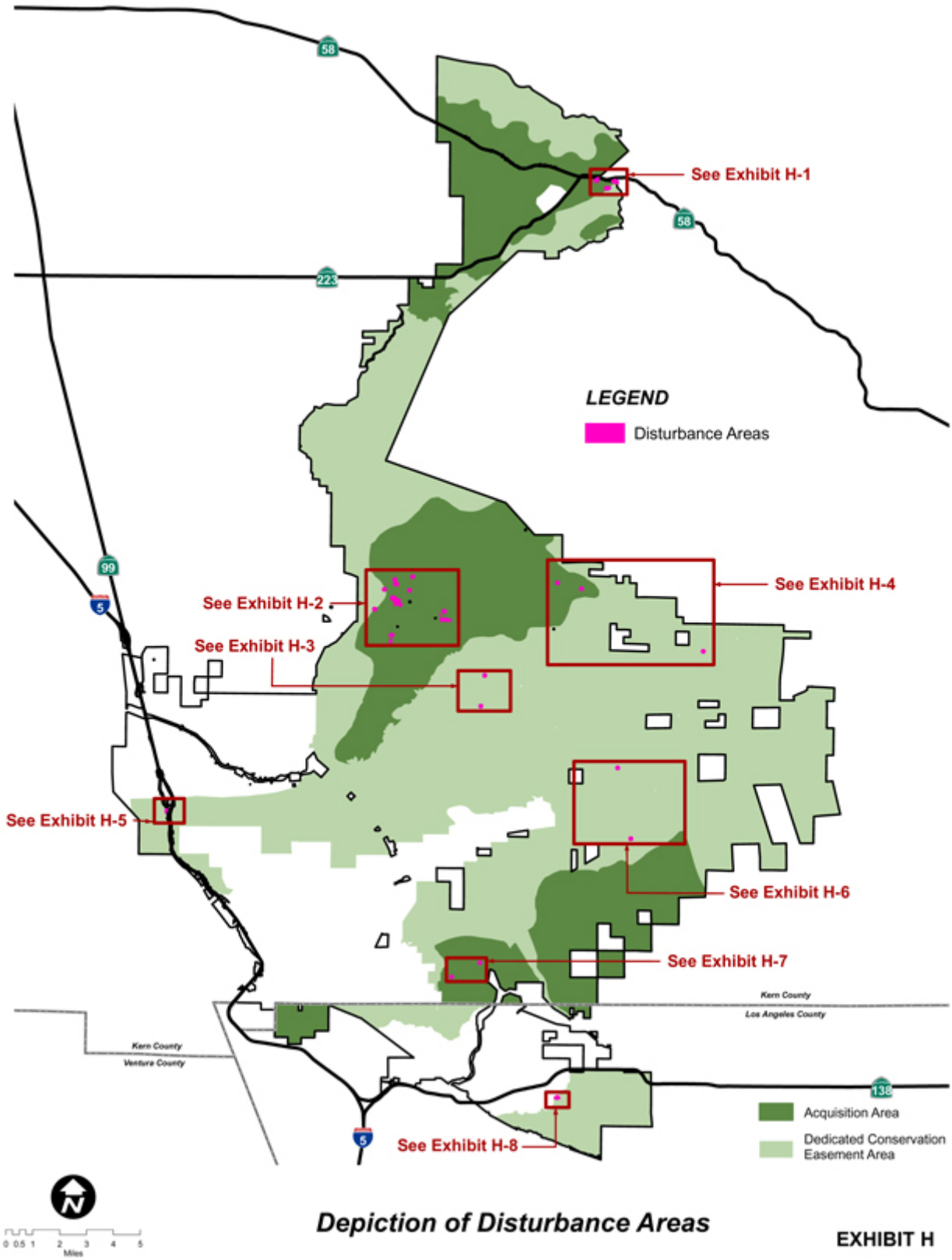
(Excludes areas used for oil and gas extraction in Development Areas)

EXHIBIT G-3



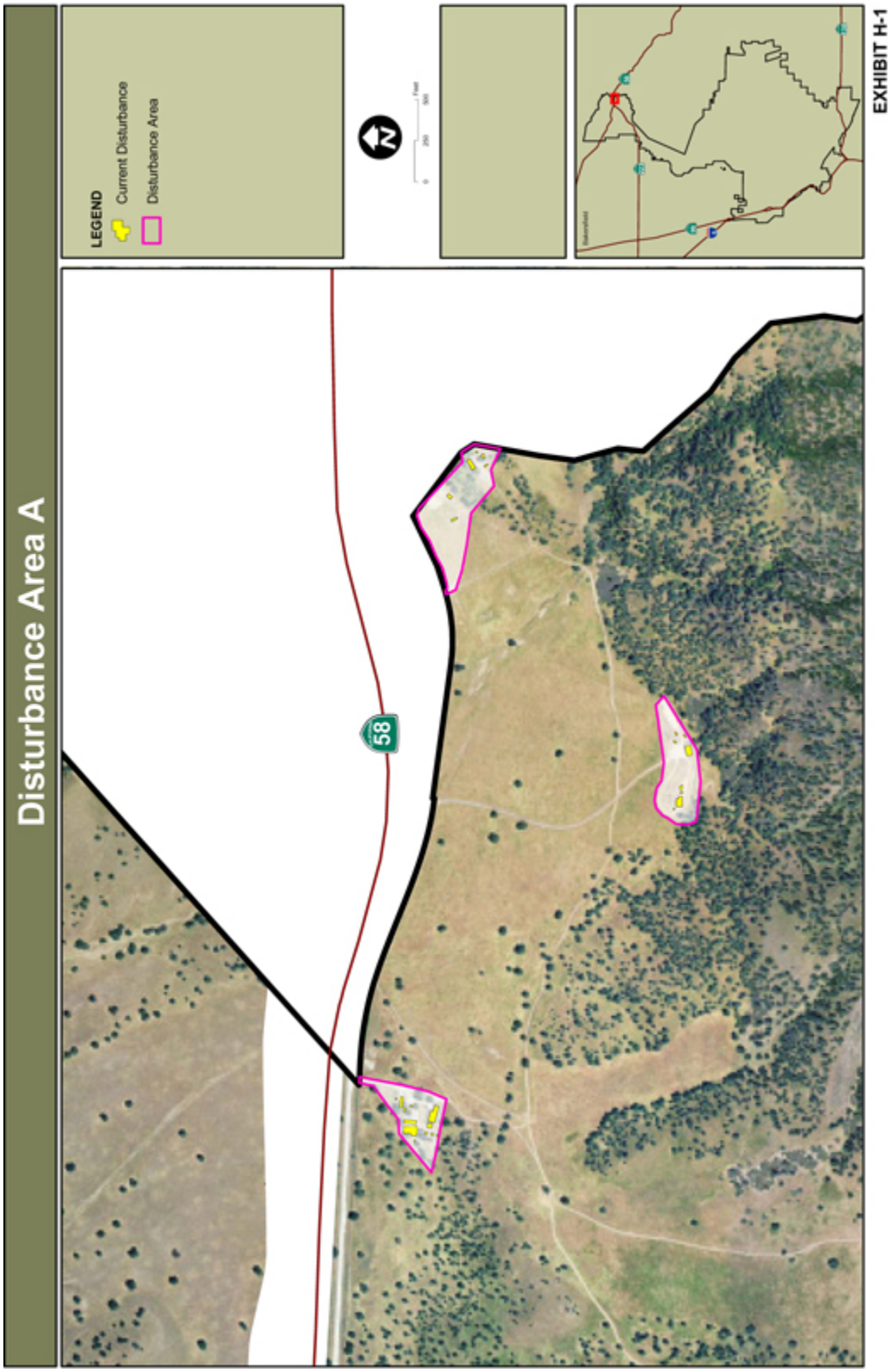
Depiction of Designated Water Bank Areas

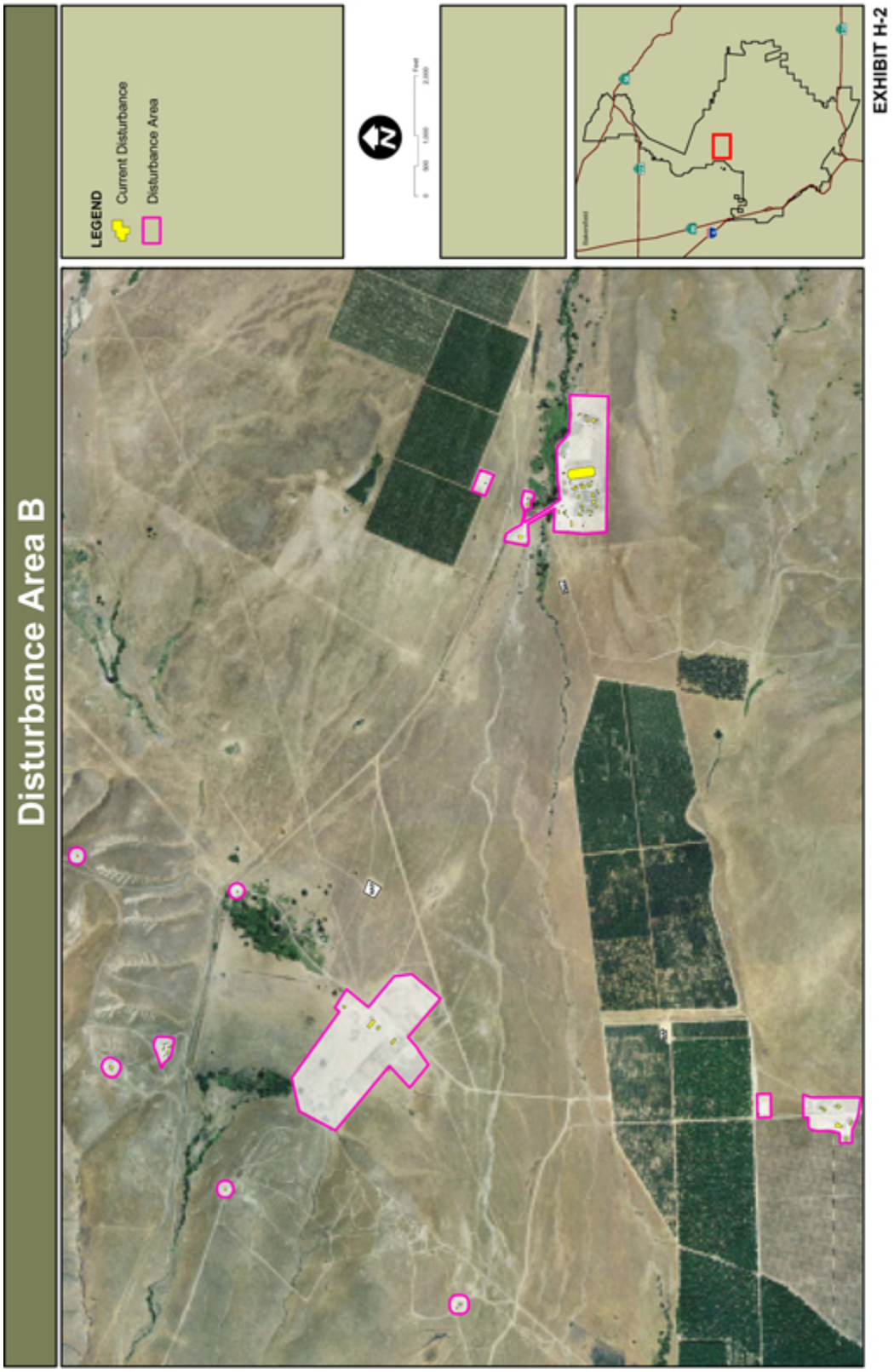
EXHIBIT G-4

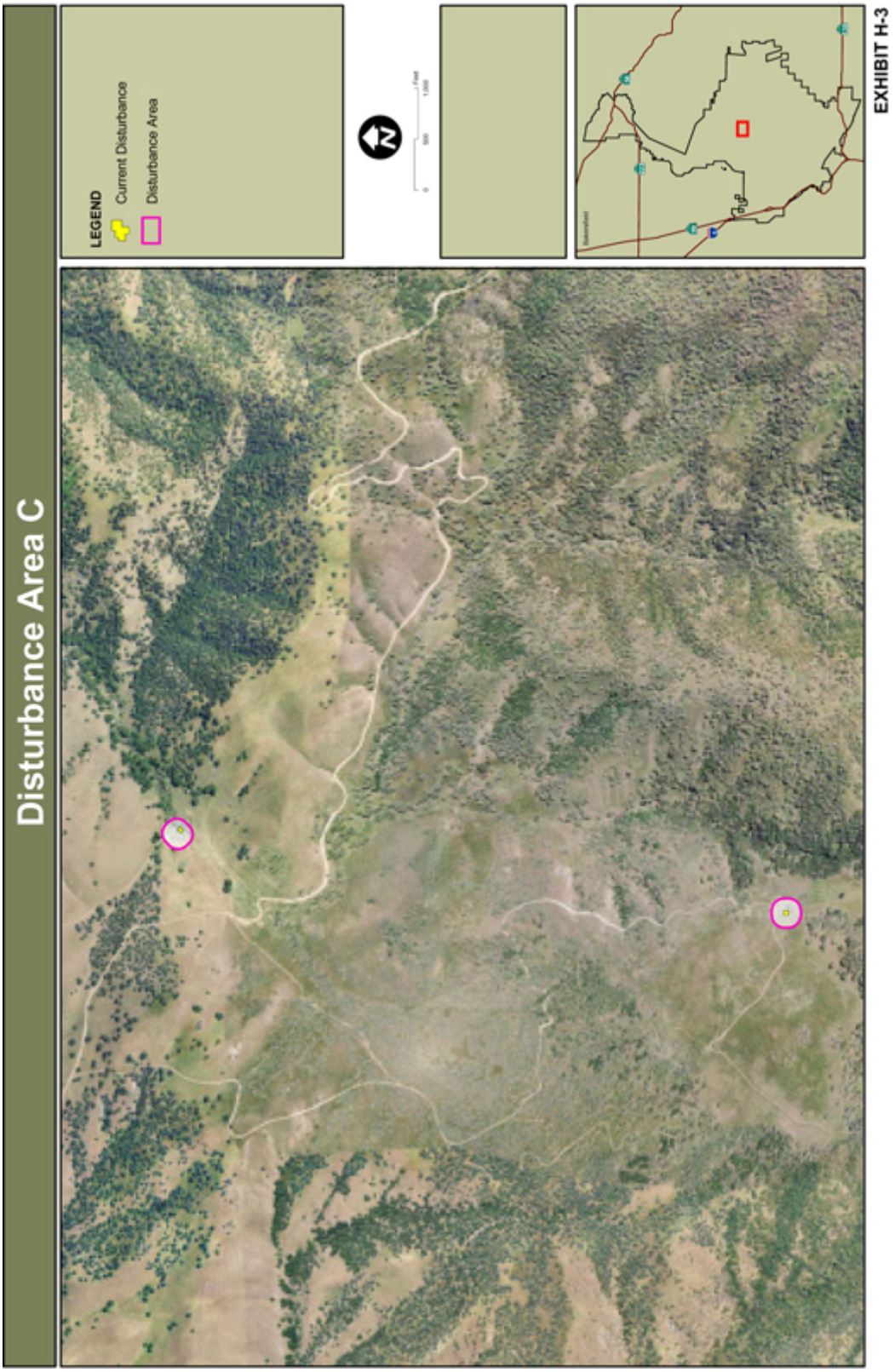


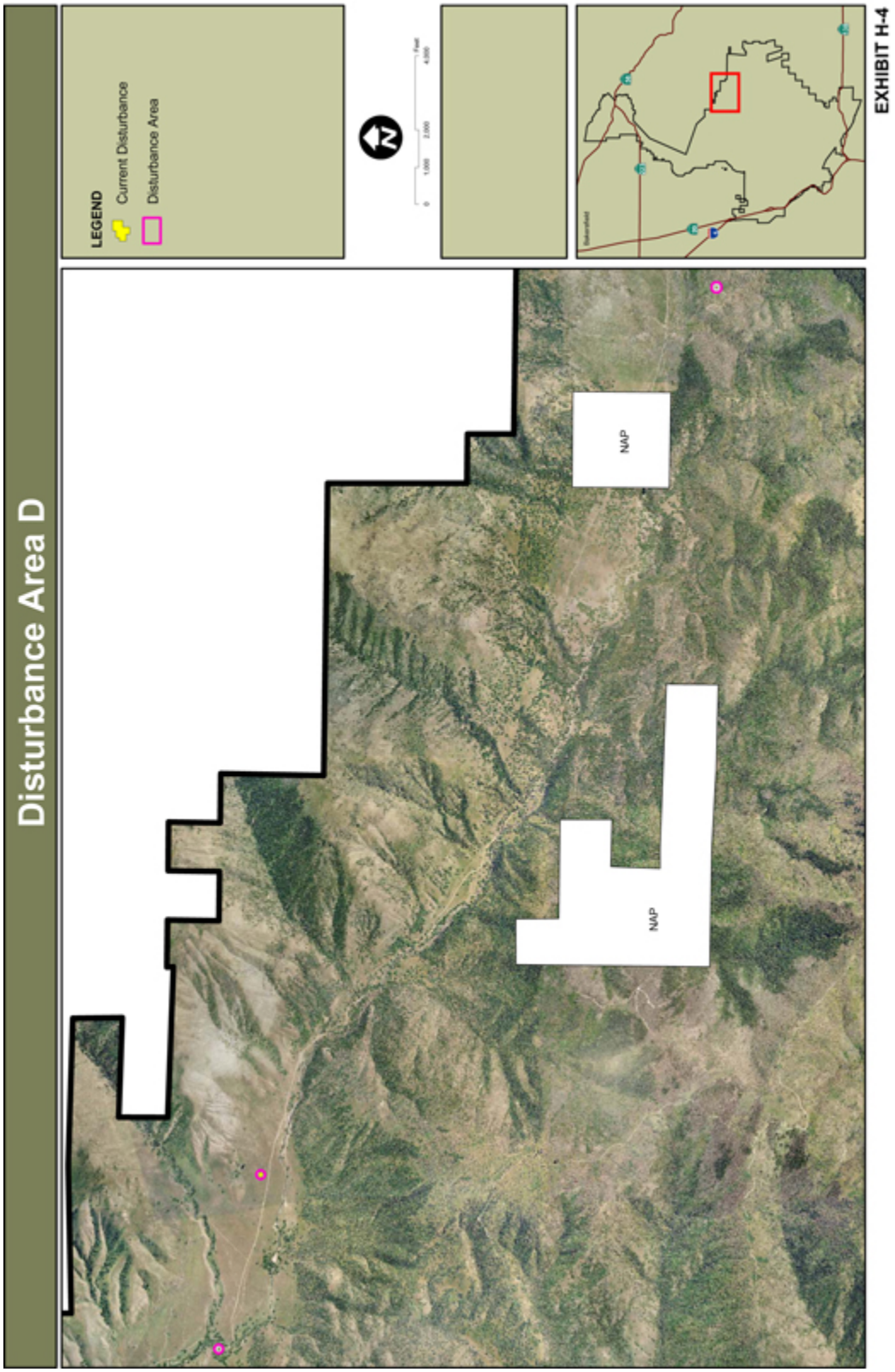
Depiction of Disturbance Areas

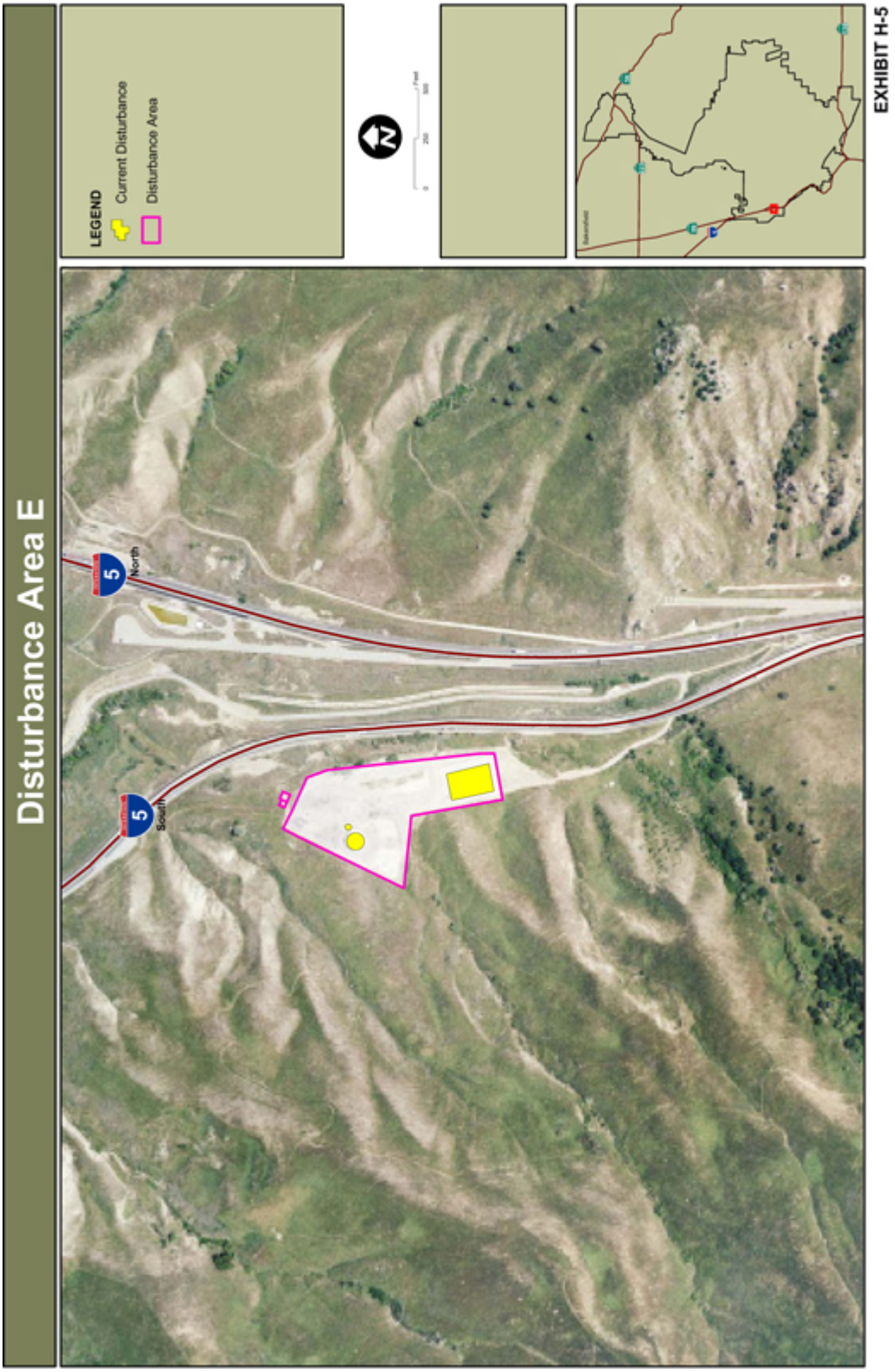
EXHIBIT H

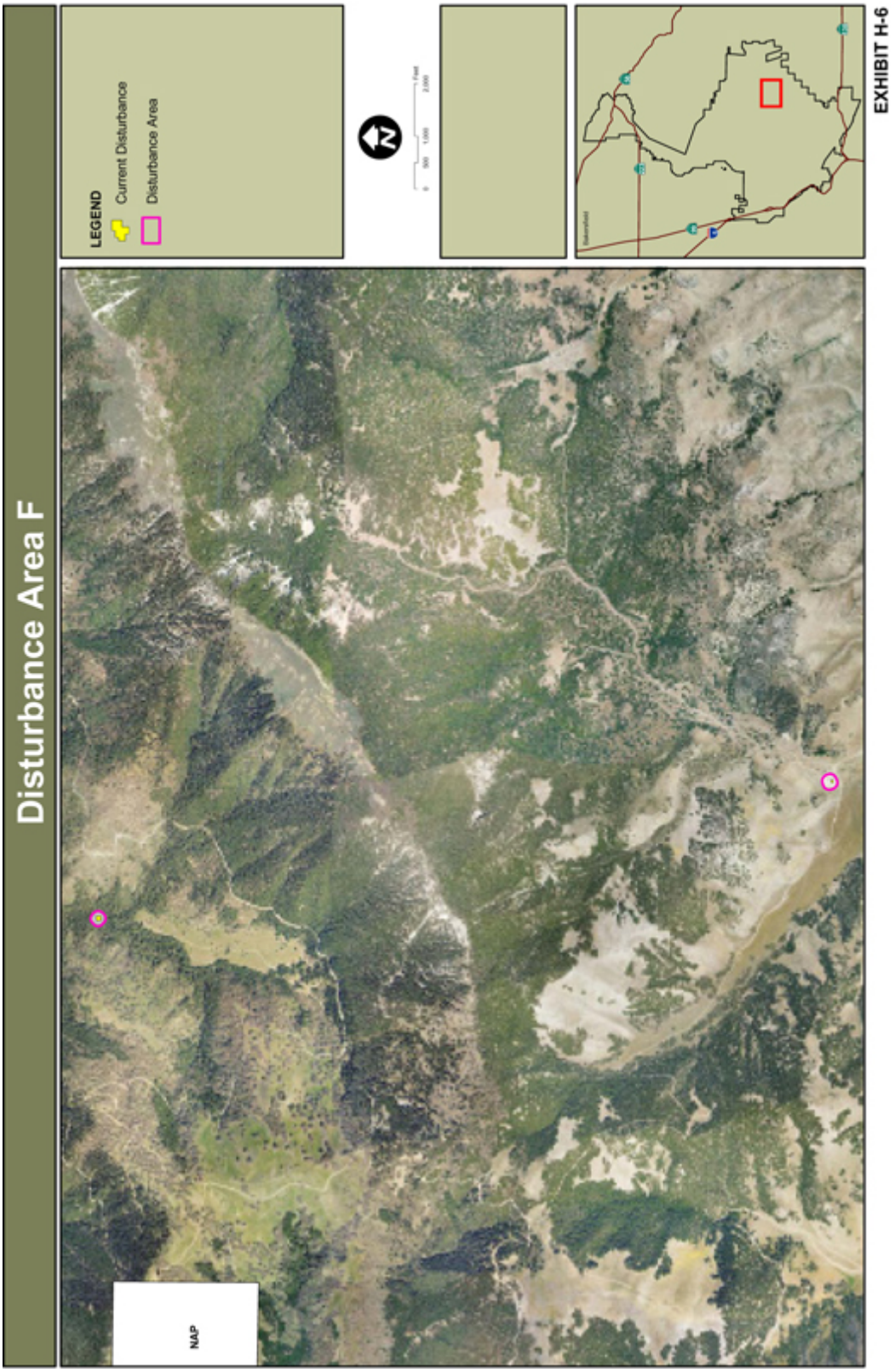

Disturbance Area A
LEGEND
Current Disturbance
Disturbance Area
58
EXHIBIT H-1


Disturbance Area B
LEGEND
Current Disturbance
Disturbance Area
EXHIBIT H-2

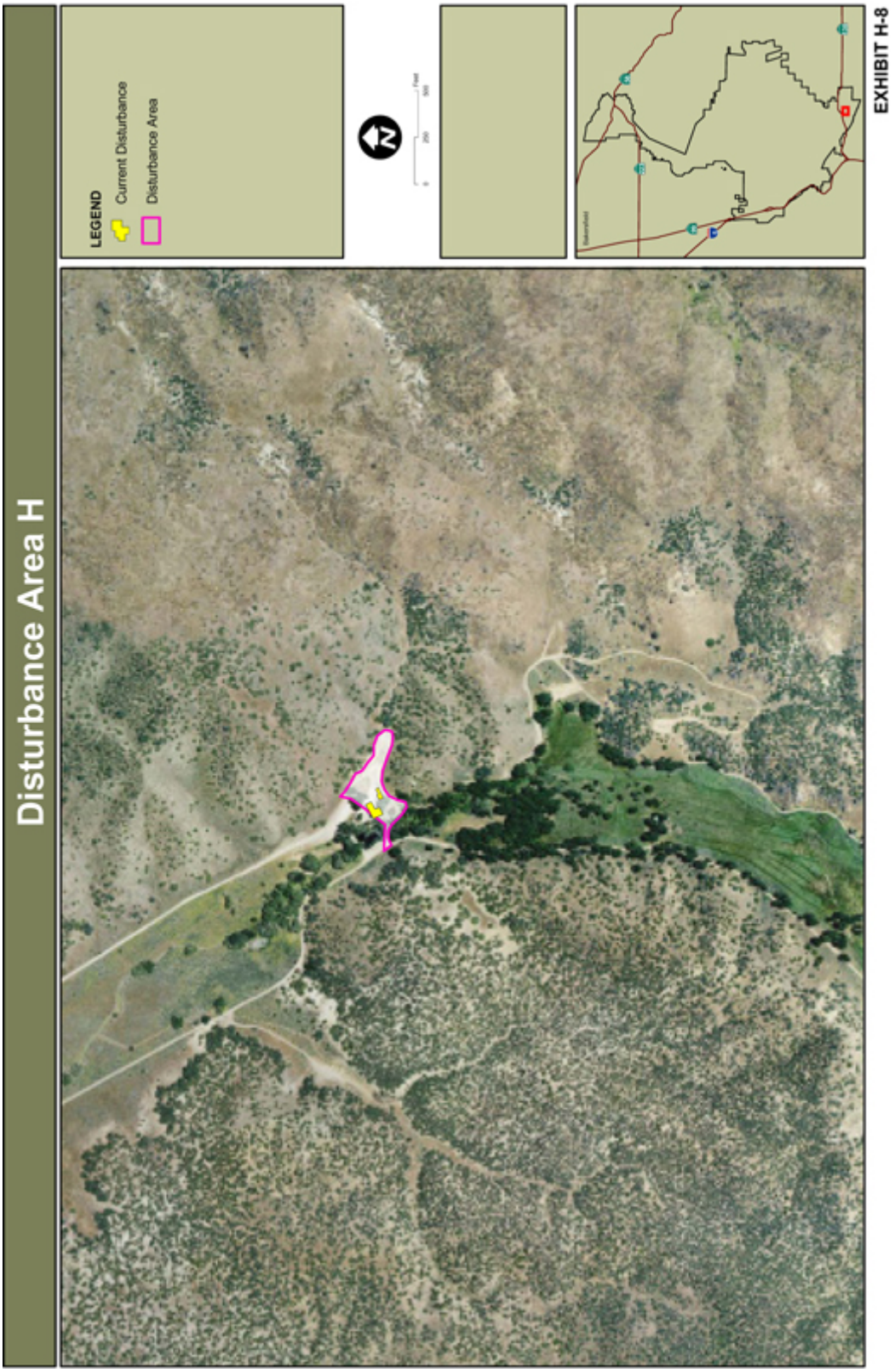

Disturbance Area C
LEGEND
Current Disturbance
Disturbance Area
EXHIBIT H-3

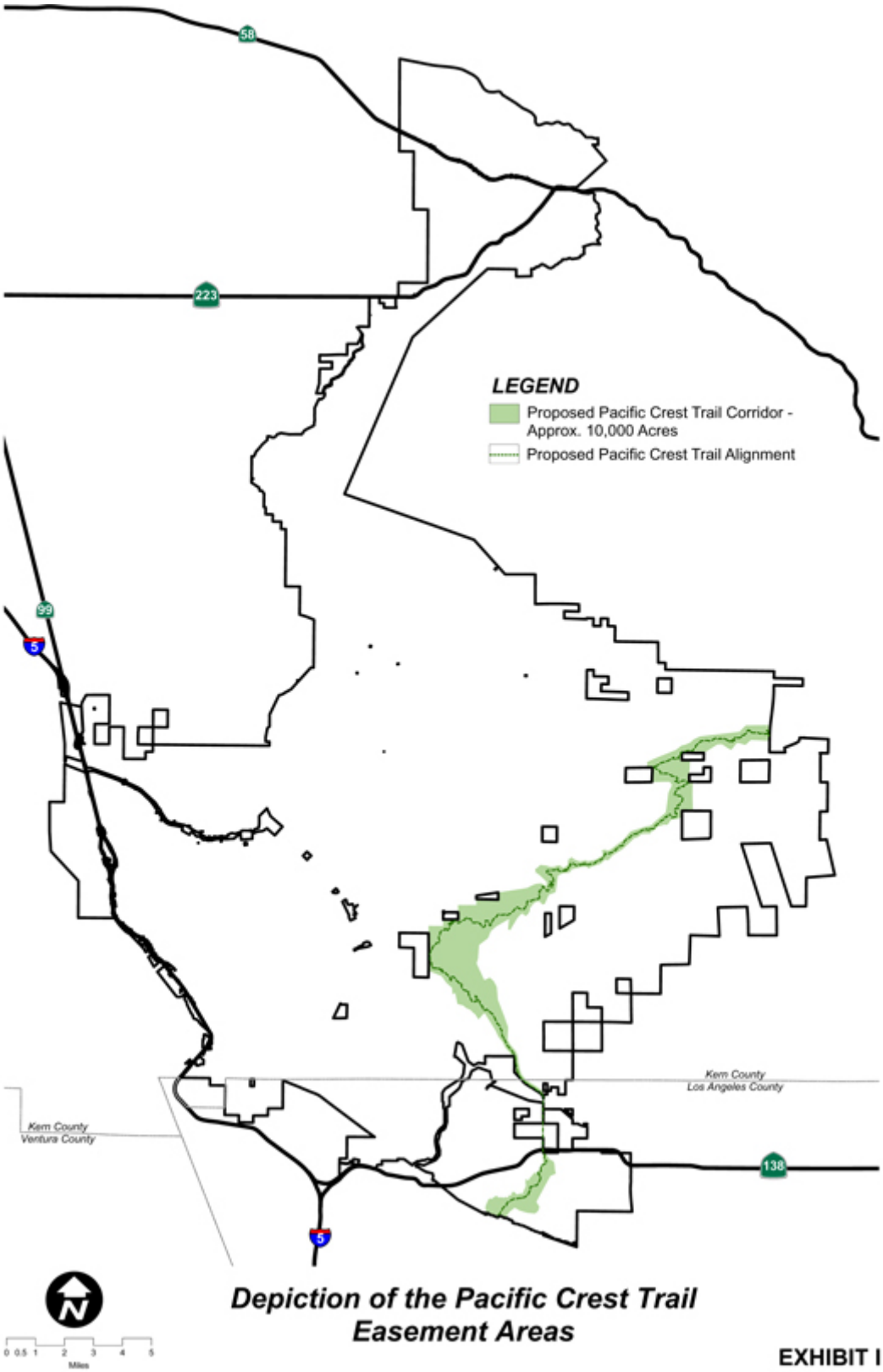

Disturbance Area D
LEGEND
Current Disturbance
Disturbance Area
NAP
NAP
EXHIBIT H-4


Disturbance Area E
LEGEND
Current Disturbance
Disturbance Area
5
North
5
South
EXHIBIT H-5


Disturbance Area F
LEGEND
Current Disturbance
Disturbance Area
NAP
EXHIBIT H-6

Disturbance Area G
LEGEND
Current Disturbance
Disturbance Area
EXHIBIT H-7


Disturbance Area H
LEGEND
Current Disturbance
Disturbance Area
EXHIBIT H-8



Depiction of the Pacific Crest Trail Easement Areas

EXHIBIT I

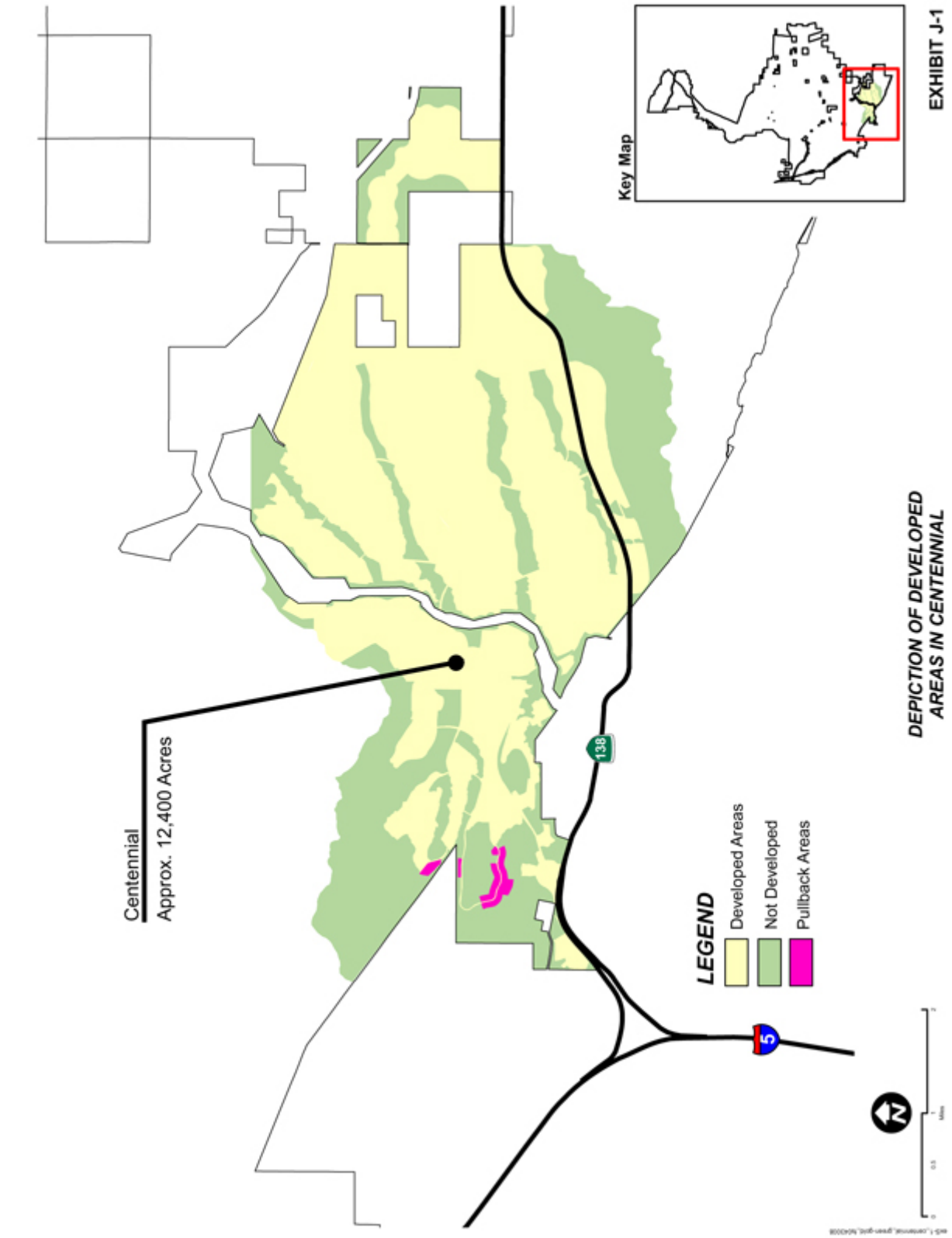


EXHIBIT J-1
Key Map
DEPICTION OF DEVELOPED AREAS IN CENTENNIAL
Centennial
Approx. 12,400 Acres
LEGEND
Developed Areas
Not Developed
Pullback Areas
138
5

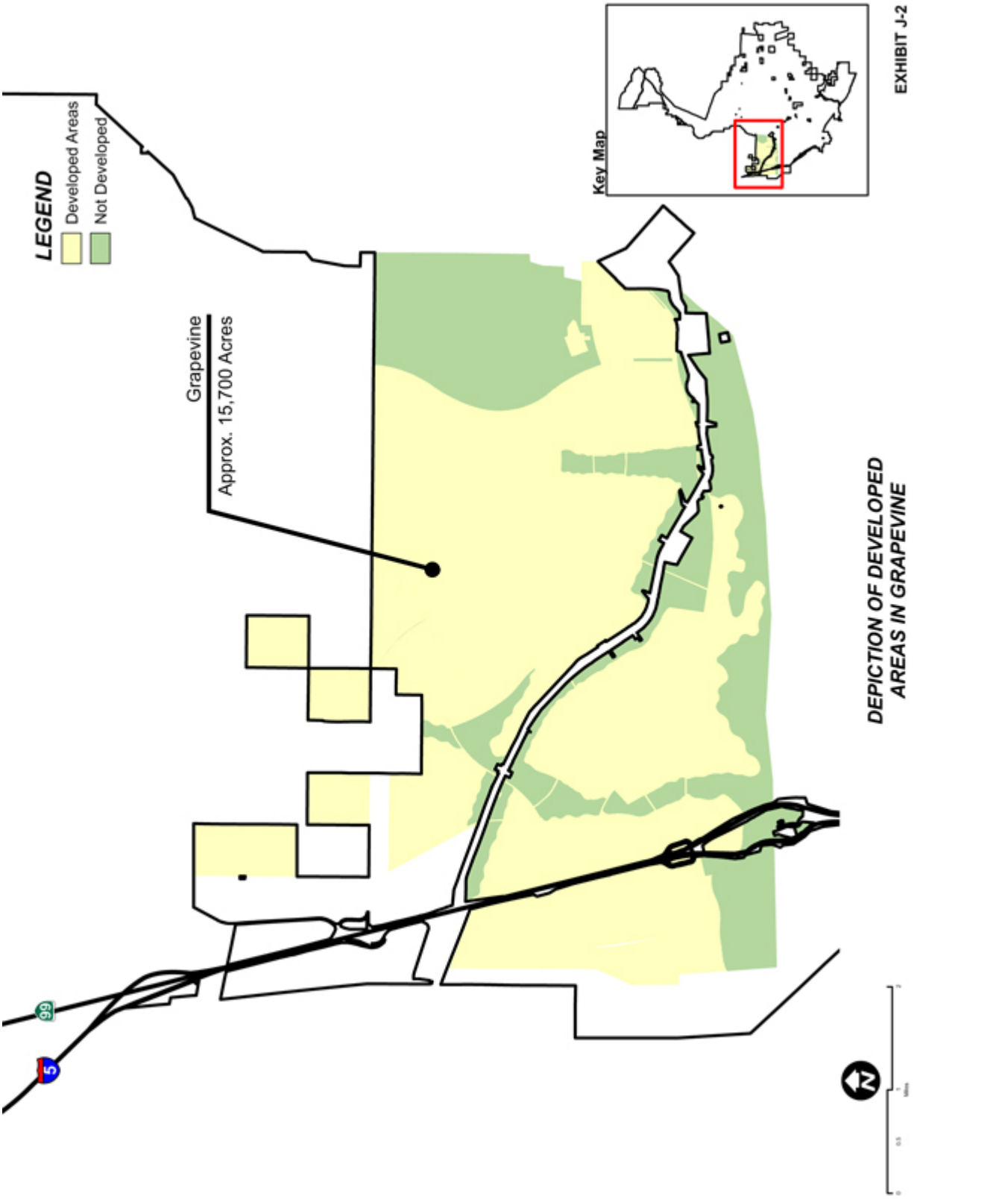


EXHIBIT J-2
Key Map
LEGEND
Developed Areas
Not Developed
Grapevine
Approx. 15,700 Acres
DEPICTION OF DEVELOPED AREAS IN GRAPEVINE
99
5

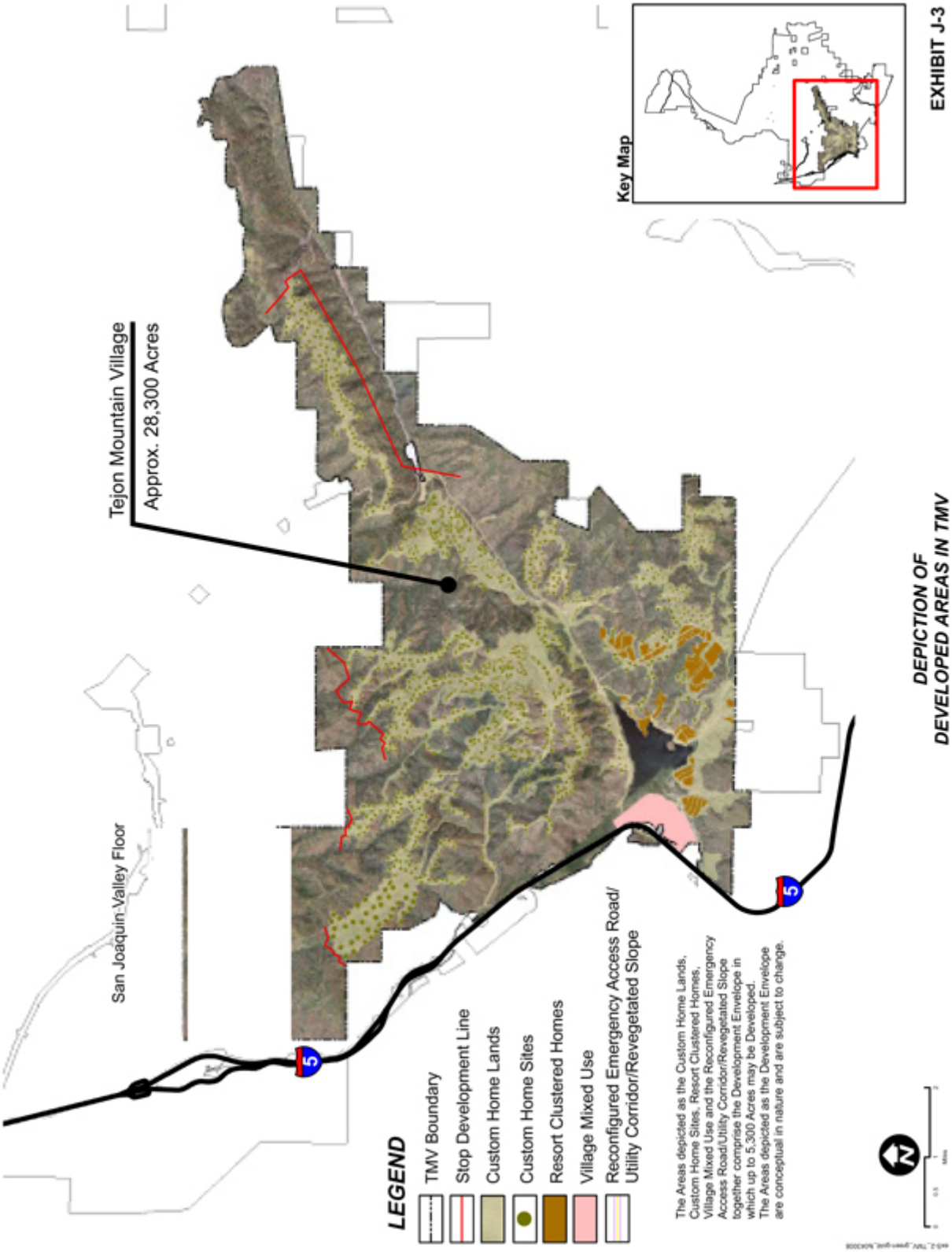


EXHIBIT J-3
Key Map
DEPICTION OF
DEVELOPED AREAS IN TMV
Tejon Mountain Village
Approx. 28,300 Acres
San Joaquin Valley Floor
LEGEND
TMV Boundary
Stop Development Line
Custom Home Lands
Custom Home Sites
Resort Clustered Homes
Village Mixed Use
Reconfigured Emergency Access Road/
Utility Corridor/Revegetated Slope
The Areas depicted as the Custom Home Lands, Custom Home Sites, Resort Clustered Homes, Village Mixed Use and the Reconfigured Emergency Access Road/Utility Corridor/Revegetated Slope together comprise the Development Envelope in which up to 5,300 Acres may be Developed. The Areas depicted as the Development Envelope are conceptual in nature and are subject to change.
5
5

EXHIBIT K-1

Articles of Incorporation

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
TEJON RANCH CONSERVANCY

I.

The name of this corporation is TEJON RANCH CONSERVANCY.

II.

A. This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes.

B. The specific and primary purpose of this corporation is to preserve, enhance and restore the native biodiversity and ecosystem values of the Tejon Ranch and Tehachapi Range by engaging in charitable and educational activities within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any future United States internal revenue law (the "Code"), that further the preservation, protection, or enhancement of land in its natural, scenic, historical, agricultural, forested, or open-space condition or use.

III.

A. This corporation is organized and operated exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Code.

B. Notwithstanding any other provisions of these Articles, the organization shall not carry on any other activities not permitted to be carried on by (i) an organization exempt from U.S. federal income tax under Section 501(c)(3) of the Code, or (ii) an organization contributions to which are deductible under Sections 170(c)(2), 2055(a)(2), 2106(a)(2)(A)(ii), 2522(a)(2), or 2522(b)(2) of the Code.

C. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

D. With respect to any taxable year or years of the corporation during which it is a private foundation as defined in Section 509 of the Code, it shall make distributions for such years at such time and in such manner so as not to subject the corporation to tax under Section 4942 of the Code, and the corporation shall not: (i) engage in any act of self-dealing, as defined

in Section 4941(d) of the Code, (ii) retain any excess business holdings, as defined in Section 4943(c) of the Code, (iii) make any investments in such manner as to subject the corporation to tax under Section 4944 of the Code, or (iv) make any taxable expenditures, as defined in Section 4945(d) of the Code.

IV.

No amendment to these Articles, or any amendment or repeal of such amendment, shall be permitted without the prior written approval of (i) Tejon Ranch Co., a Delaware corporation, or its successor in interest, and (ii) each of the Sierra Club, a California nonprofit public benefit corporation; National Audubon Society, a New York nonprofit corporation d.b.a. Audubon California; Natural Resources Defense Council, a New York nonprofit corporation; Endangered Habitats League, a California nonprofit public benefit corporation; and Planning and Conservation League, a California nonprofit public benefit corporation (collectively, the "Resource Organizations") or the successor in interest of any Resource Organization.

V.

The property of this corporation is irrevocably dedicated to charitable and educational purposes meeting the requirements for exemption provided by Section 214 of the Revenue and Taxation Code, and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities shall be distributed to one or more organizations (a) approved by each of the Resource Organizations, (b) which distributee is a nonprofit organization that has qualified for tax exempt status under Code Section 501(c)(3); provided, however, that any conservation easement then held by this corporation shall be distributed to an organization that, in addition to the above requirements, also is (c) not a private foundation under Code Section 509, and (d) an environmental organization qualified under California Civil Code Section 815.3.

EXHIBIT K-2

By-Laws

AMENDED AND RESTATED BYLAWS OF

TEJON RANCH CONSERVANCY

ARTICLE 1
NAME OF CORPORATION; DEFINED TERMS

Section 1.1 Name

The name of this corporation is Tejon Ranch Conservancy (the "Corporation").

Section 1.2 Defined Terms

Any defined terms used and not defined in these Bylaws are defined in Exhibit A to these Bylaws, or, if not defined in Exhibit A, shall have the meanings ascribed to them in the Tejon Ranch Conservation and Land Use Agreement dated as of June 17, 2008 (the "Tejon Ranch Agreement"), to which the Corporation is a party.

ARTICLE 2
OFFICES

Section 2.1 Principal Office

The principal office for the transaction of the business of the Corporation shall be located in California, in such place as determined by the Board of Directors of the Corporation (the "Board") from time to time.

Section 2.2 Other Offices

The Board may at any time establish branch offices, either within or without the State of California, in order to advance the purposes of the Corporation.

ARTICLE 3
PURPOSES AND ACTIVITIES

Section 3.1 Purposes

(a) The Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes.

(b) The specific purpose of the Corporation is set forth in its Articles of Incorporation.

ARTICLE 4
MEMBERSHIP

Section 4.1 This corporation shall have no voting members.

ARTICLE 5
DIRECTORS

Section 5.1 Powers

(a) General Corporate Powers. The business and affairs of the Corporation shall be managed, and all corporate powers shall be exercised by or under the direction of the Board.

(b) Specific Powers. Without prejudice to their general powers, the Directors shall have the power to:

(i) Select and remove the Officers of the Corporation; and prescribe any powers and duties for them that are consistent with the law, with the Articles of Incorporation, and with these Bylaws.

(ii) Change the principal executive office or the principal business office in the State of California from one location to another; cause the Corporation to be qualified to do business in any other state, territory, dependency, or country, and conduct business within or outside the State of California; and designate any place within or outside the State of California for the holding of any meeting.

(iii) Adopt, make, and use a corporate seal and alter the form of the seal.

(iv) Borrow money and incur indebtedness on behalf of the Corporation and cause to be executed and delivered for the Corporation's purposes, in the Corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt.

Section 5.2 Number of Directors

The authorized number of Directors shall be twelve (12).

Section 5.3 Appointment and Term of Office of Directors

(a) Classes of Directors. The Board shall have three classes of Directors: Class A, Class B, and Class C. Each class shall have four (4) authorized Directors. All Directors shall have same rights and obligations, and all Directors shall have one vote.

(b) Appointment of Directors. Except for the initial Directors named by this Corporation's incorporator, the Directors of this corporation shall be appointed or elected as follows:

(i) Upon the expiration of the term of a Class A Director, or a vacancy in the seat of a Class A Director, a new or successor Class A Director shall be appointed by TRC. Such appointments shall be evidenced by a writing signed by TRC and delivered to an Officer of this Corporation, which shall be filed by the Secretary with the proceedings of the Board.

(ii) Upon the expiration of the term of a Class B Director, or a vacancy in the seat of a Class B Director, a new or successor Class B Director shall be appointed collectively by the Resource Organizations. Such appointments shall be evidenced by a writing signed by the Resource Organization Designee and delivered to an Officer of the Corporation, which shall be filed by the Secretary with the proceedings of the Board.

(iii) Upon the expiration of the term of a Class C Director, or a vacancy in the seat of a Class C Director, a new or successor Class C Director shall be selected as follows:

(A) Until June 30, 2011, Class C Directors shall be appointed jointly by TRC and the Resource Organizations. Such appointments shall be evidenced by a writing signed TRC and the Resource Organization Designee and delivered to an Officer of the Corporation, which shall be filed by the Secretary with the proceedings of the Board.

(B) Beginning on July 1, 2011, Class C Directors shall be elected by majority vote of the Directors then in office, including the vote of any Director whose term has expired but who has not yet been replaced, or whose term expires at the meeting at which a successor is to be elected.

(c) Terms of Directors. Except as provided in Section 5.5(d) (relating to the filling of vacancies on the Board), the terms of office of Directors shall be as follows:

(i) Until June 30, 2011, all Directors shall be appointed for a term of office that begins with their appointment and expires on June 30, 2011.

(ii) Following the expiration of all terms on June 30, 2011, successor Directors shall be elected or appointed for terms that begin on July 1, 2011. In order to stagger the terms of Directors, one Director of each class shall be elected or appointed for a transition term of one year ending on June 30, 2012; one Director of each class shall be elected or appointed for a transition term of two years ending on June 30, 2013; one

Director of each class shall be elected or appointed for a transition term of three years ending on June 30, 2014, and one Director of each class shall be elected or appointed for a transition term of four years ending on June 30, 2015. For successor Class A Directors, TRC shall state in its written appointment whether such Director is being appointed for the Class A one, two, three, or four year transition term; for the successor Class B Directors, the Resource Organization Designee shall state in its written appointment whether such Director is being appointed for the Class B one, two, three, or four year transition term; and for successor Class C Directors, the Board shall state in its resolution electing successors whether such Director is being elected for the Class C one, two, three, or four year transition term.

(iii) Following the expiration of the transition terms above, Directors shall be elected or appointed for four (4) year terms that begin on July 1 and end four years later on June 30 (provided, however, if a successor Director is not elected or appointed until after the expiration of a previous term, the successor Director's term shall begin on the date of his or her appointment or election).

(iv) Each Director shall serve until the expiration of his or her term and until a successor has been elected or appointed, unless such Director earlier dies, resigns, or is removed.

Section 5.4 Qualifications of Board Members

Any person eighteen (18) years of age or older may serve as a Director. Directors need not be residents of the State of California. Class C Directors shall be individuals who are independent of both TRC and the Resource Organizations.

Section 5.5 Vacancies

(a) Events Causing Vacancy. A vacancy on the Board shall be deemed to exist at the occurrence of any of the following:

(i) The death, resignation, or removal of any Director.

(ii) The declaration by resolution of the Board of a vacancy in the office of a Director who has been declared of unsound mind by court order or convicted of a felony, or who has been found by final order or judgment of any court to have breached a duty under Sections 5230-39 of the California Nonprofit Corporate Law.

(iii) The increase of the authorized number of Directors.

(b) Resignation. Except as provided in this paragraph, any Director may resign, which resignation shall be effective on giving written notice to the Chair of the Board, the President, or the Secretary, unless the notice specifies a later time for the resignation to become effective. No Director may resign when the Corporation would then be left without a duly elected Director or Directors in charge of its affairs, except upon notice to the Attorney General in compliance with Section 5225 of the California Nonprofit Corporation Law.

(c) Removal.

(i) Any Class A or Class B Director may be removed at any time, with or without cause, by the same person and in the same manner by which Class A and Class B Directors are appointed, as set forth in Section 5.3. Any Class C Director may be removed at any time, with or without cause, by a majority of Directors then in office.

(ii) Any Director who does not attend three (3) successive Board meetings may be removed from the Board by Board resolution unless the Director requests a leave of absence for a limited period of time, and the leave is approved by the Directors at a regular or special meeting.

(d) Filling of Vacancies. A vacancy shall be filled for the unexpired portion of the term by the same persons and in the same manner that successor Directors are elected or appointed in accordance with the provisions of Section 5.3.

(e) Notice of Vacancies. The Secretary shall promptly notify TRC of any vacancies among the Class A Directors, and shall promptly notify the Resource Organization Designee of any vacancies among the Class B Directors. Until June 30, 2011, the Secretary shall promptly notify TRC and the Resource Organization Designee of any vacancies among the Class C Directors.

Section 5.6 Place of Meeting; Meeting by Telephone

Regular meetings of the Board may be held at any place within or outside the State of California, as designated from time to time by resolution of the Board. In the absence of such designation, regular meetings shall be held at the principal office of the Corporation. Special meetings of the Board shall be held at any place within or outside of the State of California, as designated in the notice of meeting or, if not stated in the notice or if there is no notice, at the principal office of the Corporation. Notwithstanding the above provisions of this section, a regular or special meeting of the Board may be held at any place consented to in writing by all Board members, either before or after the meeting. Any meeting, regular or special, may be held by conference telephone or similar communication equipment, so long as all Directors participating in the meeting can hear one another, and all such Directors shall be deemed to be present in person at such meeting.

Section 5.7 Annual Meeting

The Board shall hold an annual meeting each year, in June or as soon as practicable thereafter, at a time and place designated by the Board for purposes of electing Officers, designating committees, and transacting regular business. Notice of these meetings shall be given to all Directors either by first-class mail postmarked not less than ten (10) nor more than forty (40) days in advance thereof, or four (4) business days before any such meeting if given personally or by telephone, electronic mail or facsimile transmission, except that any Director may waive notice as provided in Section 5.9(c).

Section 5.8 Regular Meetings

The Board shall hold regular meetings, scheduled at least quarterly, at such times and places designated by the Board. Notice of these meetings shall be given to all Directors either by first-class mail postmarked not less than ten (10) nor more than forty (40) days in advance thereof, or four (4) business days before any such meeting if given personally or by telephone, electronic mail or facsimile transmission, except that any Director may waive notice as provided in Section 5.9(c).

Section 5.9 Special Meetings

(a) Authority to Call. Special meetings of the Board for any purpose may be called at any time by the Chair of the Board, the President, or any two (2) Directors.

(b) Notice. Notice of any special meeting of the Board shall be given to all Directors either by first-class mail postmarked not less than (7) days in advance, or by notice delivered at least four (4) business days in advance if given personally or by telephone, electronic mail or facsimile transmission, except that such notice may be waived by any Director as set forth in Section 5.9(c).

(c) Waiver of Notice. The transactions of any meeting of the Board, however called and noticed and wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present and (ii) either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding of the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. All waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about lack of adequate notice.

Section 5.10 Quorum; Approvals

(a) Quorum.

(i) A quorum for the transaction of business shall require both two-thirds (2/3) of the Directors then in office, and at least two (2) Directors of each class, except to adjourn as provided in Section 5.11, and except as otherwise provided in clauses (ii) and (iii) below. A Director who is present at a meeting shall be counted in determining the presence of a quorum even if such Director cannot vote on a matter or recuses himself or herself from a portion of the meeting pursuant to either Section 10.1 of these Bylaws or any conflict-of-interest policy adopted by the Board, except as otherwise provided by the California Nonprofit Corporation Law.

(ii) If either

(A) Three consecutive duly noticed meetings of the Board fail to achieve a quorum for any reason, or

(B) Two consecutive duly noticed meetings of the Board fail to achieve a quorum, and there is a class of Directors that failed to have two Directors present at each of such noticed meetings,

then at the next duly noticed meeting (and only that meeting), a quorum for the transaction of business shall require only the majority of Directors then in office, regardless of class.

(iii) For the purposes of voting on indemnification under Section 9.1, a quorum shall consist of a majority of Directors then in office who are not parties to the proceeding, regardless of class.

(b) Board Action by Majority of Directors in Office. Except as otherwise provided in Section 9.1, every act or decision done or made by a majority of the Directors then in office, at a meeting held at which a quorum is present, shall be regarded as the act of the Board, subject to the provisions of the California Nonprofit Corporation Law.

Section 5.11 Adjournment

A majority of the Directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place.

Section 5.12 Notice of Adjournment

Notice of the time and place of holding an adjourned meeting shall be given to the Directors who were not present at the time of the adjournment in the same manner set forth under Section 5.9(b). Such notice may be waived in the same manner as set forth under Section 5.9(c).

Section 5.13 Action Without Meeting

Any action required or permitted to be taken by the Board may be taken without a meeting if all members of the Board, individually or collectively, consent in writing to that action. Such action by written consent shall have the same force and effect as a unanimous vote of the Board. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

Section 5.14 Restriction on Interested Directors

Not more than forty-nine percent (49%) of the persons serving on the Board at any time may be interested persons. An interested person is: (a) any person compensated by the Corporation for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor, or otherwise; (b) any shareholder, employee or officer of any corporation, or owner or employee of any other business, which has rendered compensated services to the Corporation within the previous twelve (12) months; and (c) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, mother-in-law, or father-in-law of any person described in clause (a) or (b). Any violation of the provisions of this

paragraph shall not, however, affect the validity or enforceability of any transaction entered into by the Corporation.

Section 5.15 Director Compensation

Directors shall serve without compensation for their services as Directors. The Board may authorize the advance or reimbursement to a Director of actual reasonable expenses incurred in carrying out his or her duties as a Director, such as for attending meetings of the Board and Board Committees. A Director may be compensated for services to the Corporation that are performed in his or her capacity as an Officer, employee, or contractor, subject to the provisions of Section 5.14 (limit on number of interested Directors) and Section 10.1 (contracts with Directors).

ARTICLE 6
COMMITTEES

Section 6.1 Committees of Directors

The Board may, by resolution, create one or more committees, each consisting of three (3) or more Directors and only Directors, to serve at the pleasure of the Board. Appointments to a committee shall be made by a majority of Directors then in office. A committee shall include an equal number of Directors of each Class; and if at any time a committee does not have an equal number of Directors of each Class for any reason, including resignations or removals of Directors from the committee or from the Board, such committee shall not act until the Board makes committee appointments to bring the committee back into compliance with this section. Any member of any committee may be removed, with or without cause, at any time by the Board. Each committee shall report to the Board. Except as otherwise provided by the Board or these Bylaws, any decision of any committee may be reversed by the Board, subject to the rights of any party under a duly authorized contract. Each committee shall have such powers and duties as the Board may designate in its resolution authorizing the committee; provided, however, that no committee, regardless of any Board resolution, may:

(a) Fill vacancies on the Board or on any committee;

(b) Amend or repeal the Articles of Incorporation or Bylaws or adopt new Bylaws;

(c) Amend or repeal any resolution of the Board;

(d) Designate any other committee of the Board or appoint the members of any committee;

(e) Approve any transaction (i) to which the Corporation is a party and as to which one or more Directors has a material financial interest, or (ii) between the Corporation and one or more of its Directors or between the Corporation and any corporation or firm in which one or more of its Directors has a material financial interest.

(f) Approve any merger, reorganization, voluntary dissolution, or disposition of substantially all of the assets of the Corporation.

(g) Approve any change in the stated purposes for which the Corporation is organized.

(h) Borrow money for capital or operating needs of the Corporation or cumulative borrowing in excess of $1,000,000 for any purpose (other than Advances from TRC pursuant to the Tejon Ranch Agreement).

(i) Approve the purchase, sale, lease, mortgage, disposition or hypothecation of real property of the Corporation outside the ordinary course of the business of operating the Corporation.

(j) Take action on the approval or disapproval of the Ranch Wide Management Plan.

(k) Approve any significant changes to public access programs other than those described in the Tejon Ranch Agreement to which this Corporation is a party.

(l) Approve any activity that would have a significant impact on Ranch Core Activities or on Development Area activities.

(m) Subcontract to any third party any obligation of the Corporation under the Tejon Ranch Agreement.

(n) Hire or terminate the employment of any executive Officer of the Corporation.

(o) Approve the buyout of any Ranch activity.

Section 6.2 Executive Committee

Pursuant to Section 6.1, the Board may, by resolution adopted by a majority of the Directors then in office, create an Executive Committee, which shall also meet the additional requirements of this section. The Executive Committee shall include the Chair of the Board, who shall serve as chair of the Executive Committee. The Executive Committee, unless limited by a resolution of the Board, shall have and may exercise all the authority of the Board in the management of the business and affairs of the Corporation between meetings of the Board; provided, however, that the Executive Committee shall not have the authority of the Board in reference to those matters enumerated in Section 6.1.

Section 6.3 Audit Committee

For any accounting year in which the Corporation is required to have an audit or chooses to have an audit of its financial statements, the Corporation shall have an Audit Committee established as provided in Section 6.1, and meeting the additional requirements of this section and of Section 12586(e)(2) of the California Government Code. Directors who are employees of the Corporation, or who receive, directly or indirectly, any consulting, advisory, or other compensatory fees from the Corporation (other than for service as Director), or who have a

material financial interest in any entity doing business with the Corporation, may not serve on the Audit Committee. The President and Treasurer may not serve on the Audit Committee even if such persons are volunteers and are not compensated by this Corporation. The audit committee may have nonvoting advisors. The Audit Committee shall ensure that an annual audit is obtained and shall: (a) assist the Board in choosing an independent auditor and recommending termination of the auditor, if necessary, (b) negotiate the auditor's compensation, (c) confer with the auditor regarding the Corporation's financial affairs, (d) review and determine whether to accept or reject the audit, (e) approve performance of any non-audit services provided to the Corporation by the auditor's firm and assure that such non-audit services conform with the standards for auditor independence described in Section 12586(e)(1) of the California Government Code, and (f) perform such other duties as may be assigned by the Board. The audit committee's decisions with respect to (b), (d), and (e) shall be final and not subject to reversal by the Board. Members of the Audit Committee shall not receive compensation for their service on the Audit Committee. If the Corporation has a Finance Committee, a majority of the members of the Audit Committee may not concurrently serve as members of the Finance Committee, and the Chair of the Audit Committee may not serve on the Finance Committee.

Section 6.4 Compensation Committee

Pursuant to Section 6.1, the Board may by resolution create a Compensation Committee, which shall meet the additional requirements of this section. Directors who are also employees of the Corporation may not serve on the Compensation Committee. Pursuant to Section 12586(g) of the California Government Code and the applicable provisions of federal law, the Compensation Committee shall review and approve the compensation (including benefits), if any, of the President or the chief executive officer and Treasurer or chief financial officer, and such other Officers of the Corporation as the Board determines appropriate. This review and approval shall occur when such Officer is hired, annually, and whenever a modification in compensation is proposed. The review shall include an evaluation of the performance of the Officers and an analysis of appropriate comparability data. Based on its review, the Compensation Committee shall approve such compensation only after determining that the compensation is just and reasonable. The Compensation Committee's authority shall be limited to approving compensation within the budget or cap established by the Board for the position under review. Unless and until the Board creates a Compensation Committee, the Board will perform the review and approval of compensation described in this section to the extent required by Section 12586(g) of the California Government Code.

Section 6.5 Meeting and Action of Committees

The Board may adopt rules for any committee not inconsistent with the provisions of these Bylaws.

Section 6.6 Advisory Committees

The Board may establish one or more advisory committees that may consist of Directors or non-Directors, and may be appointed as the Board determines. Advisory committees may not exercise the authority of the Board to make decisions on behalf of the Corporation, but shall be restricted to making recommendations to the Board or a Board Committee established pursuant

to Section 6.1, and implementing Board or Board Committee decisions and policies under the supervision of the Board or Board Committee.

ARTICLE 7
OFFICERS

Section 7.1 Officers

The Corporation shall have the following Officers: Chair of the Board (who may also be referred to as Chair or Chairperson of the Board), President, Secretary, and Treasurer, and such other Officers as the Board may designate by resolution and appoint pursuant to Section 7.3. The Chair of the Board, Secretary, and Treasurer shall be Directors, but other Officers need not be Directors. One person may hold two (2) or more offices, except those of President or Chair of the Board and Secretary, and President or Chair of the Board and Treasurer.

Section 7.2 Election of Officers

The Officers of the Corporation, except those appointed in accordance with the provisions of Section 7.3, shall be elected annually by the Board, at the annual meeting or as soon as practicable thereafter, and each shall serve at the pleasure of the Board, subject to the rights, if any, of any Officer under a contract of employment.

Section 7.3 Subordinate Officers

The Board may appoint, and may authorize the President or any other Officer to appoint, any other Officers that the business of the Corporation may require, each of whom shall have the title, hold office for the period, have the authority, and perform the duties specified by the Bylaws or determined from time to time by the Board.

Section 7.4 Removal of Officers

Subject to rights, if any, under any contract of employment, any Officer may be removed, with or without cause, by the Board, at any regular or special meeting of the Board, or, except in the case of an Officer chosen by the Board, by an Officer on whom such power of removal has been conferred by the Board.

Section 7.5 Resignation of Officers

Any Officer may resign at any time by giving written notice to the Board, the Chair, the President, or the Secretary of the Corporation. Any resignation shall take effect at the date of receipt of that notice or at any later time specified in that notice. Unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation shall be without prejudice to the rights, if any, of the Corporation under any contract to which the Officer is a party.

Section 7.6 Vacancies in Office

A vacancy in any Office because of death, resignation, removal, disqualification, or any other cause shall be filled only in the manner prescribed in these Bylaws for regular appointments to that Office.

Section 7.7 Responsibilities of Officers

(a) Chair of the Board. The Chair of the Board shall preside at meetings of the Board, and shall have such other powers and duties as may be prescribed by the Board or these Bylaws.

(b) President. The President, who may also be referred to as the Executive Director or such other title as the Board may determine, shall be the chief executive officer of the Corporation. He or she shall have such other powers and duties as may be prescribed by the Board or these Bylaws. The President shall be responsible to the Board, shall see that the Board is advised on all significant matters of the Corporation's business, and shall see that all orders and resolutions of the Board are carried into effect. The President shall be empowered to act, speak for, or otherwise represent the Corporation between meetings of the Board within the boundaries of policies and purposes established by the Board and as set forth in the Articles of Incorporation and these Bylaws. The President shall be responsible for keeping the Board informed at all times of staff performance as related to program objectives, and for implementing any personnel policies adopted by the Board.

(c) Secretary. The Secretary shall attend to the following:

(i) Book of Minutes. The Secretary shall keep or cause to be kept, at the principal executive office or such other place as the Board may direct, a book of minutes of all meetings and actions of Directors and committees of Directors, with the time and place of holding regular and special meetings, and if special, how authorized, the notice given, the names of those present at such meetings, and the proceedings of such meetings.

(ii) Notices and Other Duties. The Secretary shall give, or cause to be given, notice of all meetings of the Board required by the Bylaws to be given. The Secretary shall have such other powers and perform such other duties as may be prescribed by the Board or the Bylaws.

(d) Treasurer. The Treasurer shall be the chief financial officer of the Corporation and shall attend to the following:

(i) Books of Account. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, and other matters customarily included in financial statements. The books of account shall be open to inspection by any Director at all reasonable times.

(ii) Deposit and Disbursement of Money and Valuables. The Treasurer shall deposit all money and other valuables in the name and to the credit of the Corporation with such depositors as may be designated by the Board; shall disburse funds of the Corporation as may be ordered by the Board; shall render to the President and Directors, whenever they request it, an account of all financial transactions and of the financial condition of the Corporation; and shall have other powers and perform such other duties as may be prescribed by the Board or the Bylaws.

(iii) Bond. If required by the Board, the Treasurer shall give the Corporation a bond in the amount and with the surety specified by the Board for the faithful performance of the duties of his or her office and for restoration to the Corporation of all its books, papers, vouchers, money, and other property of every kind in his or her possession or under his or her control on his or her death, resignation, retirement, or removal from office.

ARTICLE 8
RECORDS AND REPORTS

Section 8.1 Maintenance of Articles and Bylaws

The Corporation shall keep at its principal executive office the original or a copy of its Articles of Incorporation and Bylaws as amended to date.

Section 8.2 Maintenance of Other Corporate Records

The accounting books, records, and minutes of the proceedings of the Board and any committee(s) of the Board shall be kept at such place or places designated by the Board, or, in the absence of such designation, at the principal executive office of the Corporation. The minutes shall be kept in written or typed form, and the accounting books and records shall be kept in either written or typed form or in any other form capable of being converted into written, typed, or printed form.

Section 8.3 Inspection of Records

(a) Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the Corporation and each of its subsidiary corporations. This inspection by a Director may be made in person or by an agent or attorney, and the right of inspection includes the right to copy and make extracts of documents.

(b) TRC and each Resource Organization shall have the right at any reasonable time, upon forty-eight (48) hours notice, to inspect all books, records, and documents of every kind and the physical properties of the Corporation and each of its subsidiary corporations for the purpose of monitoring the Corporation's compliance with the Tejon Ranch Agreement, its enforcement of any Conservation Easement then held by the Corporation, and its adherence to its purpose as stated in the Corporation's Articles of Incorporation; provided, however, that (i) as a condition of making any such inspection, the person seeking to inspect records under this Section

must first agree in writing to maintain confidential any non-public information obtained through the inspection, with the form of such confidentiality agreement to be determined by the Board in its sole discretion, and (ii) the Corporation shall not be required to disclose any nonpublic information or material that is (v) relating to a pending or threatened claim, proceeding, litigation, or arbitration, (w) subject to attorney-client privilege or that constitutes attorney-client work product, (x) relating to the hiring, evaluation, or termination of employees, (y) relating to any pending contract or purchase negotiations, (z) or required to be retained in confidence by law.

Section 8.4 Annual Report and Statement of Certain Transactions and Indemnification

Within a reasonable time after the end of the Corporation's fiscal year, the Corporation shall prepare and mail or deliver to each Director an annual report containing the following information:

(a) The assets and liabilities, including the trust funds of the Corporation, as of the end of the fiscal year.

(b) The principal changes in assets and liabilities, including trust funds, during the fiscal year.

(c) The revenue or receipts of the Corporation, both unrestricted and restricted for particular purposes, for the fiscal year.

(d) The expenses or disbursements of the Corporation, for both general and restricted purposes, during the fiscal year.

(e) Any statement required by Section 6322 of the California Nonprofit Corporation Law regarding:

(i) Transaction(s) during the fiscal year involving more than $50,000 in which the Corporation was a party, and in which any Director or Officer of the Corporation had a direct or indirect financial interest.

(ii) Any indemnifications or advances aggregating more than ten thousand dollars ($10,000) paid during the fiscal year to any Officer or Director of the Corporation pursuant to Article 9 hereof, unless such indemnification has already been approved pursuant to Section 9.1.

The foregoing report shall be accompanied by any report thereon of independent accountants or, if there is no such report, the certificate of an authorized Officer of the Corporation that such statements were prepared without an audit from the books and records of the Corporation.

ARTICLE 9
INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 9.1 Right to Indemnification

This Corporation shall indemnify any person who was or is a party, or is threatened to be made a party, to any action or proceeding by reason of the fact that such person is or was an Officer, Director, employee, or agent of this Corporation, or is or was serving at the request of this Corporation as a Director, Officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, or other enterprise, against expenses, judgment, fines, settlements, and other amounts actually and reasonably incurred in connection with such proceeding, to the fullest extent permitted under the California Nonprofit Corporation Law.

In determining whether indemnification is available to the Director, Officer, employee or agent of this Corporation under California law, the determination as to whether the applicable standard of conduct set forth in Section 5238 of the California Nonprofit Corporation Law has been met shall be made by a majority vote of a quorum of Directors who are not parties to the proceeding.

The indemnification provided herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled, and shall continue as to a person who has ceased to be an agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

Section 9.2 Insurance

This Corporation may, and to the fullest extent practicable shall, purchase and maintain insurance on behalf of any Director, Officer, employee, or agent of the Corporation, against any liability asserted against or incurred by the Director, Officer, employee or agent in any such capacity or arising out of the Director's, Officer's, employee's, or agent's status as such, whether or not the Corporation would have the power to indemnify the agent against such liability under Section 9.1 of these Bylaws; provided, however, that the Corporation shall have no power to purchase and maintain such insurance to indemnify any Director, Officer, or agent of the Corporation for any self-dealing transaction, as described in Section 5233 of the California Nonprofit Corporation Law.

ARTICLE 10
CONTRACTS AND LOANS WITH DIRECTORS AND OFFICERS

Section 10.1 Contracts with Directors and Officers

(a) No Director or Officer of this Corporation, nor any other corporation, firm, association, or other entity in which one or more of this Corporation's Directors or Officers are directors or have a material financial interest, shall be interested, directly or indirectly, in any contract or other transaction with this Corporation, unless (i) the material facts regarding such Director's or Officer's financial interest in such contract or transaction and/or regarding such common directorship, officership, or financial interest are fully disclosed in good faith and are

noted in the minutes, or are known to all members of the Board prior to consideration by the Board of such contract or transaction; (ii) such contract or transaction is authorized in good faith by a majority of the Directors then in office without counting the vote or votes of such interested Director(s); (iii) prior to authorizing or approving the transaction, the Board considers and in good faith determines after reasonable investigation under the circumstances that the Corporation could not obtain a more advantageous arrangement with reasonable effort under the circumstances; and (iv) this Corporation enters into the transaction for its own benefit, and the transaction is fair and reasonable to this Corporation at the time the transaction is entered into. Under clause (ii) above, interested Directors shall be counted as Directors then in office for the purpose of determining the number of votes needed to constitute a majority of Directors then in office, even though interested Directors themselves cannot vote on the transaction.

(b) The provisions of this Section do not apply to a transaction which is part of an educational or charitable program of the Corporation if it: (i) is approved or authorized by the Corporation in good faith and without unjustified favoritism; and (ii) results in a benefit to one or more Directors or Officers or their families because they are in the class of persons intended to be benefited by the educational or charitable program of this Corporation.

Section 10.2 Loans to Directors and Officers

The Corporation shall not make any loan of money or property to or guarantee the obligation of any Director or Officer, unless approved by the Attorney General of the State of California; provided, however, that the Corporation may advance money to a Director or Officer of the Corporation for expenses reasonably anticipated to be incurred in the performance of the duties of such Director or Officer, provided that in the absence of such advance such Director or Officer would be entitled to be reimbursed for such expenses by the Corporation.

ARTICLE 11
FISCAL YEAR

The fiscal year of the Corporation shall be the calendar year, ending on December 31.

ARTICLE 12
CONSTRUCTION AND DEFINITIONS

Section 12.1 In General

Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation law shall govern the construction of these Bylaws. Without limiting the generality of the above, the masculine gender includes the feminine and neuter, the singular number includes the plural, and the plural number includes the singular.

Section 12.2 Successor Organizations

Any reference in these Bylaws to any Resource Organization refers to that entity and any person (as defined in Exhibit A) that acquires all or substantially of such entity's assets through a grant, merger, consolidation, or by operation of law. Any reference in these Bylaws to TRC refers to that entity and the assignee or successor designated by that entity which assignee or successor is: (a) the surviving entity in any merger, consolidation or reorganization to which TRC is a party; (b) any entity which acquires all or substantially all of the outstanding capital stock or assets of TRC; or (c) any entity which is the result of a spin-off of shares or assets of TRC to the shareholders of TRC. If any Resource Organization ceases to exist, and no successor has acquired substantially all of its assets through a grant, merger, consolidation, or by operation of law, than no written approvals shall be required from that Resource Organization under any provision of these Bylaws. If TRC ceases to exist, and it has not identified an assignee or successor, then the Owner Designee shall succeed to TRC's power to appoint and remove Directors under Article 5.

Section 12.3 Signing by Entities

For the purpose of any provision in these Bylaws that refers to a writing signed by (i) TRC, (ii) a Resource Organization, or (iii) if the Resource Organization Designee is a legal entity rather than an individual, the Resource Organization Designee, such writing shall be signed by a duly authorized officer or employee of such legal entity.

ARTICLE 13
AMENDMENTS

Section 13.1 Amendment of Bylaws

These Bylaws may be amended by the Board; provided, however, that no repeal of or amendment to these Bylaws, or any amendment or repeal of such amendment, shall be effective without the prior written approval of each of the Resource Organizations and TRC. Such written approvals shall be evidenced by a writing signed by each Resource Organization and TRC, and shall be filed by the Secretary with the proceedings of the Board. A written approval may be signed by TRC or a Resource Organization before or after the Board action to amend the Bylaws, but any Bylaw amendment shall take effect only when all necessary approvals have been received by the Secretary.

Section 13.2 Amendment of Articles of Incorporation

The Amended and Restated Articles of Incorporation of the Corporation (the "Articles") may be amended by the Board, provided that (as stated in the Articles) no amendment to the Articles can be adopted without the prior written approval of TRC and each of the Resource Organizations. Such written approvals shall be evidenced by a writing signed by each Resource Organization and TRC, and shall be filed by the Secretary with the proceedings of the Board. A written approval may be signed by TRC or a Resource Organization before or after the Board action to amend the Articles, but any Article amendment shall take effect, and shall be filed with

the California Secretary of State, only when all necessary approvals have been received by the Secretary.

ARTICLE 14
REQUIRED FINANCIAL AUDITS

Pursuant to Section 12586(e)(1) of the California Government Code, the Corporation shall obtain a financial audit from an independent certified public accountant for any tax year in which it receives or accrues gross revenue of $2 million or more, excluding grant or contract income from any governmental entity for which the governmental entity requires an accounting. Whether or not they are required by law, any audited financial statements obtained by the Corporation shall be made available for inspection by the Attorney General and the general public within nine months after the close of the fiscal year to which the statements relate, and shall remain available for three years (1) by making them available at the Corporation's principal, regional, and district offices during regular business hours and (2) either by mailing a copy to any person who so requests in person or in writing or by posting them on this Corporation's website.

ARTICLE 15
ELECTRONIC TRANSMISSIONS

Unless otherwise provided in these Bylaws, and subject to any guidelines and procedures that the Board may adopt from time to time, the terms "written" and "in writing" as used in these Bylaws include any form of recorded message in the English language capable of comprehension by ordinary visual means, and may include electronic transmissions, such as facsimile or email, provided (i) for electronic transmissions from the Corporation, the Corporation has obtained an unrevoked written consent from the recipient to the use of such means of communication; (ii) for electronic transmissions to the Corporation, the Corporation has in effect reasonable measures to verify that the sender is the individual purporting to have sent such transmission; and (iii) the transmission creates a record that can be retained, retrieved, reviewed, and rendered into clearly legible tangible form.

CERTIFICATE OF SECRETARY

I, the undersigned, the duly elected Secretary of Tejon Ranch Conservancy, a California nonprofit public benefit corporation, do hereby certify:

That the foregoing Bylaws consisting of ____ pages were adopted as the Bylaws of the Corporation by the Board of Directors on _____, 2008, and the same do now constitute the Bylaws of said Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name this ____ day of _____, 2008.

_____

_____,

Secretary

EXHIBIT A

"***California Nonprofit Corporation Law***" means Division 2 of the California Corporations Code, Cal. Corp. Code Section 5000 *et. seq*.

"***Owner Designee"*** shall have the meaning set forth in Section 1.109 of the Tejon Ranch Agreement.

"Person" means an individual, corporation, firm, association, partnership, trust, or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

"***Resource Organizations***" shall have the meaning set forth in the introductory paragraph of the Tejon Ranch Agreement.

"***Resource Organization Designee***" shall have the meaning set forth in Section 1.143 of the Tejon Ranch Agreement.

EXHIBIT L

Conservation Fee Principles

- The Conservation Fee shall equal one quarter percent (0.25%) of the retail sales price of each covered transaction.
- The retail sales price shall specifically include:
  - The sum of actual cash paid, the fair market value of services performed or real and personal property delivered or conveyed in exchange for the covered transaction (or interest therein).
  - The amount of any lien, mortgage, contract indebtedness, or other encumbrance or debt, either given to secure the sales price, or remaining unpaid on the property at the time of the transfer thereof, but excluding any Conservation Fees.
- The retail sales price shall specifically exclude:
  - Any amount paid to acquire a membership or similar interest in any club, association or other organization offering its members access to recreational facilities including, but not limited to, any golf course, fitness facility or the like, provided that membership in any such organization is optional and not required to be purchased along with the covered transaction. If, in connection with a covered transaction, a membership is transferred and the contract does not separately specify the amount paid for the membership, the Conservancy may reasonably determine the portion of the total price fairly allocable to the price of the membership and the portion fairly allocable to the covered transaction.
- Covered transactions shall specifically include:
  - Initial sales and resales of custom lots. Custom lots shall include homesites in any Development Area such as those depicted as “Custom Home Sites” on Exhibit J-3.
  - Initial sales and resales of single family attached and detached homes.
- Covered transactions shall specifically exclude:
  - Production lot sales, except in the event a lot is acquired by an adjacent homeowner
  - Sales of single family attached or detached homes that are designated workforce or affordable housing for moderate or lower income families.
  - Sales of lots or parcels intended for the construction of multi-family, rental units or the sale of parcels on which multi-family, rental units are constructed.
  - Any sale or transfer that does not result in a “change in ownership” as defined in California Revenue and Taxation Code Section 60 et seq.

- A reservation of easements, access rights or licenses, water rights or other similar rights benefitting or encumbering the Residential Lots or any common areas, or any subsequent transfer of any such easements or rights.
- A transfer of real property to any public agency, entity or district, or any utility service provider.
- A transfer to an association (defined in California Civil Code Section 1351(a)) as common area (defined in California Civil Code Section 1351(b)).
- A transfer of Residential Lots to one or more TRC Entities.

- The Conservation Fee shall be established consistent with California Civil Code Section 1098 and shall be payable in perpetuity.
- The Conservancy, or its qualified successor, shall be the recipient of the Conservation Fees.
- TRC shall be authorized to receive reimbursement of Advances pursuant to Section 2.6 of this Agreement.
- TRC (or the applicable Project Sponsor) shall have the right to amend and restate each initial Conservation Fee Covenant in accordance with Section 2.2(e) of this Agreement.

EXHIBIT M

Reserved Rights, Prohibited Uses and Conservation Activities

1. **Owner's Reserved Rights.**

(a) **Permitted Uses**. Owner reserves to itself, and its representatives, heirs, successors, and assigns, all of the Reserved Rights. Owner's exercise of the Reserved Rights consistent with Paragraph 1(b) are agreed to be consistent with the Conservation Purpose and shall not be precluded, prevented, or limited by this Agreement or any Conservation Easement, except as specifically precluded, prevented or limited in Paragraph 1(b) as to their extent or nature. In addition, certain of the uses set forth in Paragraph 1(b) shall be permitted only within designated areas for such uses as described below and depicted on the maps attached as Exhibit G. The Parties agree that Paragraph 1(b) is not an exhaustive list of the permitted uses or Reserved Rights, and that there may be uses not expressly listed therein that are consistent with the Conservation Purpose and the RWMP.

(b) **Specific Reserved Rights**. Without limiting Paragraph 1(a), Owner retains the right to use the Conservation Easement Area for the following uses:

(1) **Core Activities.** Owner retains the right to perform, and to allow to be performed, the following activities (which are collectively referred to in this Agreement as the "Core Activities") on the Conservation Easement Area:

A. All activities reasonably required to comply with (i) any and all Applicable Laws and (ii) any Mitigation requirements imposed pursuant to any Project Approval. If a Purchased Conservation Easement is purchased with funds made available by WCB or any other Governmental Agency, Mitigation activities shall be limited to what is permitted by Applicable Law;

B. Fire control and forestry measures, within Development Areas and a buffer zone of 400 feet immediately adjacent to the Development Areas, that are determined by the Owner Designee to be reasonably required to protect Development Areas;

C. All activities of third parties permitted under, and all activities of Owner reasonably required to comply with its obligations under, any Existing Contract;

D. Development of Infrastructure as determined by the Owner Designee to be reasonably required to serve any Project within a Development Area or a Potential Project; provided, however, that the Owner Designee will use good faith efforts in consultation with Conservancy (and, during the Initial Period, the Resource Organizations) to avoid or minimize the footprint of such Infrastructure within the Conservation Easement Area and to use BMPs in the design and construction of such Infrastructure, subject in all events to the approval of Governmental Agencies and/or public utilities;

E. Entering into, terminating, amending or modifying any Williamson Act Contract; provided, however, that in no event shall any new Williamson Act Contract or any amendment or modification of an existing Williamson Act Contract allow or require any use of the Conservation Easement Area not otherwise permitted in this Agreement;

F. The use, maintenance, repair, improvement, replacement and/or reconstruction, in its existing location, within its existing footprint and without a substantial increase in height, of all buildings, structures, fixtures, Infrastructure and other improvements, including, but not limited to, roads, signs and Incidental Ranch Facilities, existing on or within the Conservation Easement Area on the Effective Date;

G. Except for any New Surface Water Diversions, and subject to the provisions of Paragraph 1(b)(3), the storage, extraction, transfer, use, purchase, sale, manipulation, development of subsurface flows, springs and percolating groundwater, treatment as may be required for potable or nonpotable uses, and/or distribution of any water, whether originating on or off the Ranch, including, but not limited to:

(i) The perfection, severance, conveyance, impairment, or encumbrance of water or water rights appurtenant to the Ranch;

(ii) The extraction or pumping of groundwater for beneficial use for any Reserved Right, subject to Paragraph 1(b)(3);

(iii) The banking of water in underground aquifers (groundwater banking), including alterations or improvements to the surface of the Conservation Easement Area within the Designated Water Bank Areas, and in other areas only if the Conservancy determines, in its reasonable discretion, that the alteration or improvement will not significantly impair the Conservation Values;

(iv) The purchase, sale, conveyance, control, exchange, transfer or delivery of water (including groundwater), whether originating on or off the Ranch, to any location on or off the Ranch;

(v) The control of water-borne pests that may pose public health danger; and

(vi) The control of surface water (such as sandbagging of stormflows) or groundwater that may pose public health danger; and

H. The posting and monitoring of the Conservation Easement Area to identify, prosecute and eject trespassers and other unpermitted users.

The Parties acknowledge and agree that nothing contained in this Agreement shall interfere, impair, limit or prohibit Owner's ability to perform, or allow to be performed, the Core Activities in, on, over and across the Conservation Easement Area, except as provided in Paragraph 1(b)(3).

(2) **Ranch Uses.**

A. Ranching/Livestock Management. Owner retains the right to use, and to permit other parties to use, the Conservation Easement Area for commercial and non-commercial ranching and Livestock management activities, including, but not limited to, pasturing and grazing of Livestock, and holding and feeding pens for Livestock pending purchase or sale or for other Livestock management purposes or practices. Owner shall perform, or cause to be performed, all such activities in accordance with BMPs established for such use in the RWMP, provided such BMPs are consistent with the Current Stewardship Standard during the Initial Period, and the Adaptive Management Standard thereafter. Notwithstanding anything to the contrary contained in this Agreement, neither the BMPs nor the Adaptive Management Standard shall cause Owner to fail to meet the requirements to retain the Tejon Ranch brand.

B. Farming. Owner retains the right to use, and to permit other parties to use, the Designated Farm Areas for commercial and non-commercial farming purposes, including, but not limited to, planting, cultivating and harvesting orchards, vineyards and row and grain crops, and related irrigation, pest control, use, handling, disposal of waste products, storage (including, but not limited to, cold storage), processing, packaging and distribution activities. Owner shall perform, or cause to be performed, all such activities in accordance with BMPs established for such use in the RWMP, provided such BMPs are consistent with the Farm Area Standard.

C. Wildlife Management. Owner retains the right to use, and to permit other parties to use, the Conservation Easement Area for activities intended to manage wildlife on the Conservation Easement Area, including, but not limited to, creating, operating and maintaining commercial and non-commercial hunting programs (including raising, lodging, introduction and dispersal of native species and pheasant (and other non-native species, subject to Conservancy's prior written approval, which shall not be unreasonably withheld) for purposes of hunting on the Conservation Easement Area), non-consumptive wildlife viewing, security and patrolling and related uses. Owner shall perform, or cause to be performed, all such activities in accordance with BMPs established for such use in the RWMP, provided such BMPs are consistent with the Current Stewardship Standard during the Initial Period, and the Adaptive Management Standard thereafter. Such BMPs shall include, but not be limited to, a prohibition on the use of lead ammunition in connection with any permitted hunting on the Conservation Easement Area.

D. Filming. Owner retains the right to use, and to permit other parties to use, the Conservation Easement Area for film and photography-related uses, including, but not limited to, the filming and staging of movies, television shows and commercials, photo shoots and still photography, and related uses. All such activities shall be performed in accordance with BMPs established for such use in the RWMP, provided such BMPs are consistent with the Current Stewardship Standard during the Initial Period, and the Adaptive Management Standard thereafter.

E. Oil, Gas and Hydrocarbon Extraction. Owner retains the right to use, and to permit other parties to use, the Designated Oil and Gas Areas for the drilling, exploration, development and extraction of oil, gas and hydrocarbons by any subsurface drilling

and extraction methods, including related surface uses. Owner shall perform, or cause to be performed, all such activities in accordance with BMPs established for such use in the RWMP, provided such BMPs are consistent with the Oil and Gas Area Standard.

F. Mineral Extraction. Owner retains the right to use, and to permit other parties to use the Designated Mining Areas for the exploration for, development of, and the removal or extraction of any mineral or non-mineral substance by any surface or subsurface mining or extraction method. Owner shall perform, or cause to be performed, all such activities in accordance with BMPs established for such use in the RWMP, provided such BMPs are consistent with the Mining Area Standard.

G. Fuel Management. Owner retains the right to perform, and to allow to be performed, activities intended to provide fire protection or to avoid or reduce fire-related impacts to the Conservation Easement Area, including, but not limited to, utilizing grazing and other fuel reduction techniques, establishing fire management units for presuppression fire and fuels management planning, and maintaining and enhancing strategic fuelbreak networks along existing road and utility corridors and new road and utility corridors permitted under this Agreement, firebreaks, road access along existing roads and new roads permitted under this Agreement and predicted containment areas. Any such activities shall be performed in accordance with the BMPs established for such activities in the RWMP, provided such BMPs are consistent with the Current Stewardship Standard during the Initial Period, and the Adaptive Management Standard thereafter. Notwithstanding the foregoing, fuel management activities that meet the definition of a Core Activity are not subject to this Paragraph 1(b)(2)(G).

H. Employee Housing. Owner retains the right to use, and to permit the use of, all buildings existing as of the Effective Date, and all new and expanded buildings permitted pursuant to Paragraph 1(b)(2)(J) within Disturbance Areas A, B and E as depicted on Exhibits H-1, H-2 and H-5, for housing for employees (including retired employees), and their families (provided that they are domiciled with such employee), of Owner, or any tenant of Owner, whose employment is directly related to a use conducted on the Conservation Easement Area, or a portion thereof.

I. Incidental Ranch Facilities. Owner retains the right to expand existing, construct new, relocate or remove any Incidental Ranch Facilities on the Conservation Easement Area that are or will be used in connection with a Reserved Right, provided that such activity is de minimis and will not significantly impair the Conservation Values. In addition, Owner may expand existing, construct new, relocate or remove any Incidental Ranch Facilities on the Conservation Easement Area that are of a type that is not de minimis with Conservancy's prior written consent, which shall not be withheld if the proposed activity will not significantly impair the Conservation Values. Owner shall perform, or cause to be performed, any expansion or construction of new Incidental Ranch Facilities in accordance with BMPs established for such activities in the RWMP, subject to consistency with the Farm Area Standard, the Mining Area Standard and the Oil and Gas Area Standard (as applicable) in each of these designated areas. Owner and the Conservancy shall cooperate to develop procedures to ensure that the Conservancy is reasonably informed of the nature and extent of de minimis Incidental Ranch Facilities constructed. For purposes of this Paragraph 1(b)(2)(I), (i) de minimis activities shall include, but not be limited to, expansion, construction, relocation or

removal of any squeezes, loading chutes, holding and feeding fields, corrals, catch pens, minor watering facilities (such as troughs), water distribution and irrigation facilities, branding traps, sign-in boxes for permitted hunting activities, gun sighting boxes and other, similar types of activities on the Conservation Easement Area, and (ii) de minimis activities shall not include construction of new barns, roads, watering facilities that are not minor (such as stock ponds and modifications of springs, ponds and other natural water bodies), power transmission lines and other associated facilities, oil and gas pipelines and associated facilities and other, similar types of activities on the Conservation Easement Area. Conservancy acknowledges that the use, maintenance, repair, improvement, replacement and/or reconstruction, in its existing location, within its existing footprint and without a substantial increase in height, of all buildings, structures, fixtures, Infrastructure and other improvements, including, but not limited to, roads, signs and Incidental Ranch Facilities, existing on or within the Ranch on the Effective Date, and the development of Infrastructure pursuant to Paragraph 1(b)(1)(D) are Core Activities, and are not subject to this Paragraph 1(b)(2)(I).

J. Existing and New Structures. Within the Disturbance Areas, Owner may enlarge, expand, construct new, relocate or remove any building or structure on the Conservation Easement Area, provided that any enlargement, expansion or new construction must be related to a Reserved Right and shall be subject to Conservancy's prior written consent, which shall not be withheld if the proposed enlargement, expansion or new construction will not significantly impair the Conservation Values. Conservancy acknowledges that the use, maintenance, repair, improvement, replacement and/or reconstruction, in its existing location, within its existing footprint and without a substantial increase in height, of all buildings, structures, fixtures, Infrastructure and other improvements, including, but not limited to, roads, signs and Incidental Ranch Facilities, existing on or within the Conservation Easement Area on the Effective Date, is a Core Activity, and is not subject to this Paragraph 1(b)(2)(J). In addition, this Paragraph 1(b)(2)(J) shall not apply to hunting cabins, which are governed by Paragraph 1(b)(2)(M), and Incidental Ranch Facilities, which are governed by Paragraph 1(b)(2)(I).

K. Fencing. Owner retains the right to maintain, repair, replace and relocate existing fences on the Conservation Easement Area and to erect, repair, replace and relocate new fences as reasonably necessary for a Reserved Right; provided, that, whenever feasible any fence built shall be of a type and design which allows passage of wildlife (i.e., "wildlife friendly") so as not to unreasonably interfere with movement, nesting, or forage of wildlife at the site, and provided further that Conservancy acknowledges that certain fencing may inhibit wildlife movement for the protection of persons and property, including, but not limited to, crops located within the Designated Farm Areas or facilities located within the Designated Mining Areas, the Designated Oil and Gas Areas or the Designated Water Bank Areas. Owner shall perform, or cause to be performed, any construction of new or replacement fences, or any removal of fences, in accordance with BMPs established for such activities in the RWMP, subject to consistency with the Farm Area Standard, the Mining Area Standard and the Oil and Gas Area Standard in each of these designated areas.

L. Signs. Owner retains the right to erect, maintain, repair, modify, replace and remove signs on the Conservation Easement Area, including, but not limited to, directional signs, signs denoting allowable uses, signs used to control unauthorized entry or use of the Conservation Easement Area, and highway monument signs; provided, however, that

Owner shall not erect or permit the erection of any new billboard signs on the Conservation Easement Area, except new billboard signs of reasonable size immediately adjacent to Interstate 5, and any replacement or successor route or freeway to Interstate 5, that advertise or direct traffic to any current or future development located on the Ranch.

M. Hunting Cabins. Owner retains the right to use and permit the use of the nine (9) hunting cabins existing on the Conservation Easement Area for temporary lodging. In addition, Owner may relocate any hunting cabin (including by demolition and construction of a new hunting cabin) to another location on the Conservation Easement Area approved by Conservancy, which approval shall not be withheld if such relocation would not significantly impair the Conservation Values. Notwithstanding anything to the contrary contained in this Agreement, Owner shall not have the right to increase the number of hunting cabins on the Conservation Easement Area or to enlarge any hunting cabin; provided, however, that Owner may enlarge the two (2) hunting cabins that do not have indoor restroom facilities as of the Effective Date, commonly referred to as the Area 5 Cabin and the Area 16 Cabin, for the sole purpose of constructing indoor restroom facilities of a reasonable size. Conservancy acknowledges that the maintenance, improvement, repair, replacement and reconstruction of any hunting cabin existing on the Conservation Easement Area as of the Effective Date, in its existing location, within its existing footprint, and without substantial increase in height, is a Core Activity, and is not subject to this Paragraph 1(b)(2)(M).

O. Private Recreational Use. Owner retains the right to use, and to permit its invitees to use the Conservation Easement Area for non-commercial passive recreational uses. Such recreational uses include walking, hiking, sightseeing, birdwatching, nature photography, picnics, fishing, boating and limited equestrian uses, but shall not include overnight camping except (i) by TRC and its employees consistent with past practice, or (ii) as may be provided in the Public Access Plan. All such recreational uses shall be performed or permitted by Owner in accordance with the BMPs established for such activities in the RWMP, provided such BMPs are consistent with the Current Stewardship Standard during the Initial Period, and the Adaptive Management Standard thereafter. In addition, Owner shall have the right to use, and to permit its invitees to use the Conservation Easement Area for other (including commercial) recreational uses to the extent permitted in the Public Access Plan.

P. Mitigation Activities. Owner retains the right to perform habitat restoration and enhancement activities within the Mitigation Bank Area, and to sell or otherwise transfer “mitigation credits” (as approved by the appropriate state and federal resource agencies) attributable to the conservation of the Mitigation Bank Area, to mitigate impacts of development projects or other activities, other than a Project, on the habitat of the San Joaquin Kit Fox, provided that the habitat restoration and enhancement activities are not inconsistent with the RWMP as reasonably determined by the Conservancy. No mitigation credits shall be sold or transferred in connection with any species other than San Joaquin Kit Fox. The Conservancy acknowledges that all activities reasonably required to comply with any Mitigation requirements imposed pursuant to any Project Approval are a Core Activity, and are not subject to this Paragraph 1(b)(2)(P).

Q. Tribal Rights. Owner retains the right to permit Native American tribes to continue to use those portions of the Conservation Easement Area being used by such tribes as of the Effective Date, including, but not limited to, the Native School House and Cemetery.

(3) **Groundwater Extraction; Surface Alterations for Water Storage.** In managing Owner's future native groundwater extraction activities within the Conservation Easement Area, Owner will avoid changes to or expansion of groundwater extraction practices as of the Effective Date that would cause significant groundwater related adverse impacts to the surface Conservation Values existing as of the Effective Date. In addition, Owner shall not make any alterations or improvements to the surface of the Conservation Easement Area in connection with water storage, including storage of water in underground aquifers, except as permitted by Paragraph 1(b)(1)(G).

2. **Prohibited Uses.**

(a) Any use of the Conservation Easement Area not authorized in this Agreement is prohibited if such use is inconsistent with the Conservation Purpose (collectively, the "Prohibited Uses"). The Parties acknowledge and agree that the following uses and activities are inconsistent with the Conservation Purpose, and shall be prohibited on the Conservation Easement Area, except to the extent that any of the following uses or activities is a Core Activity or a Reserved Right, or reasonably necessary to perform any Core Activity or Reserved Right:

(1) Residential uses (including, but not limited to, the construction or use of structures, trailers or tents for residential use), except for residential use and occupancy by employees pursuant to Paragraph 1(b)(2)(H); provided, however, that the foregoing shall not prohibit temporary lodging in the hunting cabins pursuant to Paragraph 1(b)(2)(M) or other temporary residential uses permitted by the RWMP;

(2) Commercial farming use, other than in the Designated Farm Areas;

(3) Mineral extraction except to the extent permitted in the Designated Mining Areas and in Section 8.4(d) of this Agreement;

(4) Oil and gas extraction except to the extent permitted in the Designated Oil and Gas Areas and in Section 8.4(d) of this Agreement;

(5) Commercial feedlots, which are defined as any open or enclosed area, within which the land is not grazed or cropped at least annually, and where domestic Livestock owned by anyone other than Owner or a tenant of Owner is grouped together for intensive feeding purposes;

(6) Recreational use of off-road vehicles and recreational use of any other motorized vehicles, except where such use is in connection with hunting activities permitted under Paragraph 1(b)(2)(C), private recreational use permitted under Paragraph 1(b)(2)(O), or Public Access permitted under Section 3.11 of this Agreement, and is confined to existing roadways and/or roadways constructed consistent with this Agreement or a Conservation Easement;

(7) Planting, introduction or dispersal of non-native or exotic plant species, other than in Designated Farm Areas, except to the extent permitted by the RWMP or otherwise with the Conservancy's written consent;

(8) Introduction or dispersal of non-native animal species, other than Livestock and species introduced or dispersed to the extent permitted by Paragraph 1(b)(2)(C)) in connection with a hunting program, and except to the extent permitted by the RWMP or otherwise with the Conservancy's written consent;

(9) Depositing or accumulation of soil, trash, ashes, refuse, waste, bio-solids or any other similar material, except as reasonably required under Applicable Laws or in the conduct of any Reserved Right;

(10) New Surface Water Diversions, except to the extent permitted by the RWMP;

(11) Commercial operation of a mitigation bank, or the sale or other transfer of mitigation "credits," except to the extent permitted in Paragraph 1(b)(1)(A) or 1(b)(2)(P);

(12) Industrial uses, except as permitted in Paragraph 1, including, but not limited to, permitted oil, gas and hydrocarbon extraction within Designated Oil and Gas Areas as provided in Paragraph 1(b)(2)(E), and permitted mineral extraction within Designated Mineral Areas as provided in Paragraph 1(b)(2)(F);

(13) Commercial uses, except as permitted in Paragraph 1;

(14) Construction or placement of any building, or any other structure, except as permitted in Paragraphs 1 and 3;

(15) Development within any natural watercourse or natural lake for the purpose of hydroelectric power, fish farming, or any other commercial purpose, except as permitted in Paragraph 1, including, but not limited to Paragraph 1(b)(1)(G);

(16) Placement of revetments, rip-rap, or other armoring in or along natural water courses, natural wetlands, or other natural bodies of water, except as permitted in Paragraph 1 or as may be required in connection with the Mitigation or Conservation Activities permitted under this Agreement or a Conservation Easement;

(17) Taking or harvesting of timber, standing or downed, on the Property, except for: (i) purposes of disease or insect control or to prevent property damage or personal injury as permitted in the RWMP or otherwise with the written consent of Conservancy (provided, however, that Conservancy's consent shall not be required in an emergency situation); (ii) collection of downed timber or branches as firewood for reasonable personal use; (iii) cutting of timber within any Designated Farm Area, Designated Mining Area, Designated Oil and Gas Area, or Designated Water Bank Area or Disturbance Area where reasonably necessary to accommodate any Reserved Right in those areas; (iv) cutting of timber in other areas where reasonably necessary to accommodate a Reserved Right and no significant impairment of the

Conservation Values will result or as permitted by the RWMP or otherwise with the written consent of Conservancy; and (v) removal of hazardous trees or portions thereof if there is imminent danger to life or property; and

(18) Installation, establishment, or maintenance of any commercial power generation equipment or facilities; provided, however, that the foregoing shall not prohibit the installation, establishment or maintenance of power generation facilities for uses permitted on the Conservation Easement Area, or the sale of excess power generated by such facilities, if the capacity of such facilities at the time of installation is consistent with Owner's reasonable anticipation of its power needs for the uses permitted on the Conservation Easement Area, and the Conservancy has determined in its reasonable discretion that the facilities will not significantly impair the Conservation Values.

(b) Owner shall not engage in or knowingly allow others to engage in any Prohibited Use on the Conservation Easement Area, except to the extent that an Existing Contract requires Owner, or permits a party other than Owner, to engage in any Prohibited Use.

3. **Conservation Activities.** Subject to Section 3.8(a) of this Agreement, Conservancy, at its sole cost and expense, may perform the following additional activities to restore and enhance the Conservation Easement Area, each to the extent (i) necessary to further the Conservation Purpose, (ii) consistent with reasonable detail set forth in the RWMP, and (iii) consistent with the Adaptive Management Standard, and as otherwise set forth below.

(a) Vegetation Planting and Management. Conservancy may plant and maintain native vegetation on the Conservation Easement Area, except that Owner's prior written consent (which may be granted or withheld in Owner's sole discretion) shall be required for any such activities in the Designated Farm Areas, Designated Mining Areas, Designated Oil and Gas Areas and Designated Water Bank Areas.

(b) Animal Control. Conservancy may undertake reasonable actions to control or eradicate feral and non-native animals on the Conservation Easement Area (excluding Livestock and species raised, introduced or dispersed to the extent permitted by Paragraph 1(b)(2)(C) in connection with a hunting program), except that Owner's prior written consent (which may be granted or withheld in Owner's sole discretion) shall be required for any such activities in the Designated Farm Areas, Designated Mining Areas, Designated Oil and Gas Areas and the Designated Water Bank Areas. Conservancy shall coordinate all such activities with, and shall not interfere with, the Reserved Rights, including Owner's wildlife management activities. In no event shall Conservancy have the right to introduce, transport to or within, re-introduce or disperse any animal species on the Conservation Easement Area, unless (i) Conservancy develops a reasonable written plan for any such activity and submits such written plan to Owner Designee, and (ii) Owner Designee approves such plan. Owner Designee shall not withhold its approval of such plan if it is consistent with the Adaptive Management Standard, and Owner Designee reasonably determines that the plan will not unreasonably interfere with a Reserved Right or create any material risk to the entitlement and/or development of a Project or a Potential Project.

(c) Condor Feeding Program. Conservancy may initiate and maintain a California condor feeding and monitoring program on the Conservation Easement Area that provides feeding areas for California condors and monitors their activities, provided that Conservancy obtains the prior approval of all federal, state, regional and local agencies with discretionary approval authority over any such activity.

(d) Signage. Conservancy may erect, maintain, and/or remove one or more signs or other appropriate markers in prominent locations on the Conservation Easement Area that may be visible from public roads or other adjoining property, except that Owner's prior written consent (which may be granted or withheld in Owner's sole discretion) shall be required for any such activities in the Designated Farm Areas, Designated Mining Areas, Designated Oil and Gas Areas and the Designated Water Bank Areas. The location, size, content, wording and appearance of any such sign shall be subject to Owner's prior written approval, which shall not be unreasonably withheld, and, without limiting the foregoing, the content of any such sign proposed by Conservancy shall be limited to (i) information indicating that the Conservation Easement Area is protected by the Conservation Easement, and/or the participation of Conservancy and of any of the public or private sources of funding for the acquisition and/or maintenance of the Conservation Easement, (ii) trail markers and other signage related to Public Access, or (iii) natural, cultural and historic resource interpretive information.

(e) Fencing. Conservancy may erect, maintain, and/or remove fencing on the Conservation Easement Area, except that Owner's prior written consent (which may be granted or withheld in Owner's sole discretion) shall be required for any such activities in the Designated Farm Areas, Designated Mining Areas, Designated Oil and Gas Areas and the Designated Water Bank Areas and for the removal of any fencing not erected by Conservancy.

(f) Weed, Non-Native Plant Control. Conservancy may use pesticides, herbicides or other biocides, mechanical removal or other reasonable methods to control noxious weeds and to eliminate non-native plant species from the Conservation Easement Area, except that Owner's prior written consent (which may be granted or withheld in Owner's sole discretion) shall be required for any such activities in the Designated Farm Areas, Designated Mining Areas, Designated Oil and Gas Areas and the Designated Water Bank Areas, or for any controlled burning. In addition, Conservancy shall coordinate all such activities with, and shall not unreasonably interfere with, Owner's grazing and fuel management activities.

(g) Wetlands and Stream Course Restoration. Conservancy may undertake reasonable actions to rehabilitate or restore stream courses, hydrologic conditions, riparian habitats or other wetlands, provided that no such activity shall unreasonably interfere with the Reserved Rights, including, but not limited to, the activities described in Paragraph 1(b)(1)(G).

(h) Other RWMP Activities. With Owner's prior written consent, which shall not be unreasonably withheld, Conservancy may undertake any other programs or activities to restore and enhance the Conservation Easement Area to the extent (i) necessary to further the Conservation Purpose, (ii) consistent with reasonable detail set forth in the RWMP, and (iii) consistent with the Adaptive Management Standard. Notwithstanding the foregoing, Conservancy shall not have the right to undertake any such programs or activities in the Designated Farm Areas, Designated Mining Areas, Designated Oil and Gas Areas and the

Designated Water Bank Areas without Owner's prior written consent, which may be granted or withheld in Owner's sole discretion.

EXHIBIT N

Form Conservation Easement

[Notes to the drafter are italicized in brackets]

Recording requested by
and when recorded mail to:

Space above this line reserved for Recorder's use

DEED OF CONSERVATION EASEMENT
AND AGREEMENT CONCERNING EASEMENT RIGHTS

THIS DEED OF CONSERVATION EASEMENT AND AGREEMENT CONCERNING EASEMENT RIGHTS (this "**Conservation Easement**") is made this _____ day of _____, 20__ (the "**Agreement Date**"), by TEJON RANCHCORP, a California corporation ("**Grantor**"), in favor of the TEJON RANCH CONSERVANCY *[or Alternate Easement Holder]*, a California nonprofit public benefit corporation ("**Grantee**"). Grantor and Grantee are sometimes collectively referred to in this Conservation Easement as the "**Parties**" and individually as a "**Party.**"

RECITALS

A. Grantor is the sole owner in fee simple of certain real property containing approximately _____ acres, located in the County of _____, State of California, as more particularly described in Exhibit A attached hereto, and depicted for illustrative purposes only on the map attached hereto as Exhibit B (the "**Easement Property**")**.** *[For any Conservation Easement that includes real property in both Kern and Los Angeles Counties, replace Recital A with the following: Grantor is the sole owner in fee simple of certain real property containing approximately _____ acres, located in the Counties of Kern and Los Angeles, State of California, and depicted for illustrative purposes only on the map attached hereto as Exhibit B (the "Easement Property"). The portion of the Easement Property that is located in Kern County is more particularly described in Exhibit A-1 attached hereto, and the portion of the Easement Property that is located in Los Angeles County is more particularly described in Exhibit A-2 attached hereto.]*

B. The Easement Property is part of a larger property commonly known as "Tejon Ranch," which comprises approximately 270,000 acres located in Los Angeles and Kern Counties and is depicted for illustrative purposes only on the map attached hereto as Exhibit C ("**Tejon Ranch**"). Tejon Ranch is *[was formerly]* owned in whole by Grantor. Grantor has agreed to convey conservation easements over various portions of Tejon Ranch, including, but not limited to, the Easement Property, in accordance with the terms and conditions of that certain Tejon Ranch Conservation and Land Use Agreement, dated June _____, 2008 (as the same may be amended from time to time, the "**Ranch Agreement**"), by and among Natural Resources Defense Council, Inc., a New York nonprofit corporation; National Audubon Society, Inc., a New York nonprofit corporation, doing business in California as Audubon California; Planning and Conservation League, a California nonprofit public benefit corporation; Sierra Club, a California nonprofit public benefit corporation; and Endangered Habitats League, Inc., a California nonprofit public benefit corporation (each, a "**Resource Organization**" and collectively, the "**Resource Organizations**"); Grantor; and Tejon Ranch Co., a Delaware corporation. On June _____, 2008, a Memorandum of the Ranch Agreement was recorded in the Official Records of Los Angeles County as Instrument No. _____, and on June _____, 2008, a Memorandum of the Ranch Agreement was recorded in the Official Records of Kern County as Instrument No. _____. The portions of Tejon Ranch over which Grantor has conveyed or may convey conservation easements pursuant to the Ranch Agreement (excluding any Unpurchased Acquisition Areas) are collectively referred to in this Conservation Easement as the "**Conserved Lands**," which are depicted for illustrative purposes only on the map attached hereto as Exhibit C.

C. Pursuant to the Ranch Agreement, Grantee has adopted *[or will adopt]* a Ranch-Wide Management Plan (the "**RWMP**") to identify and assess the natural resource and conservation attributes of the Conserved Lands, with appropriate provision for both the protection of the natural resource and conservation values of the Conserved Lands and the continued use of the Conserved Lands, as more particularly described in Article 3 of the Ranch Agreement.

D. The Easement Property possesses significant conservation values that are to be protected pursuant to and consistent with the terms of this Conservation Easement, and that are of great importance to Grantor, Grantee and the people of the State of California. The conservation values include all of the following (collectively referred to in this Conservation Easement as the "**Conservation Values**"):

[Adapt as appropriate to specific Easement Property, including additional Conservation Values, if any]

1. The Easement Property contains open space land important to maintaining various natural communities, including, but not limited to *[insert natural communities found on Easement Property; e.g., as applicable, grasslands, flower fields, oak woodlands, conifer forests, hardwood-conifer forests, chaparral, pinyon-juniper woodlands, Joshua tree woodlands, scrub and shrub communities, riparian, aquatic, meadows, springs, and other wetland communities.]*

2. The natural communities and habitats on the Easement Property are largely devoid of significant human alterations, and thus support intact ecosystem processes on which the communities and species on the Easement Property are dependent.

3. The Easement Property supports all or part of numerous intact watersheds, including, but not limited to *[insert watersheds found on the Easement Property, e.g., as applicable, Caliente, Valley, Sycamore, Comanche, Tejon, El Paso, Tunis, Pastoria, Grapevine, Castac Lake, Oso, Los Alamos, Bronco, Gato del Montes, Sacatara, Little Oak, La Liebre, and Cottonwood.]* The watersheds on the Easement Property support natural watershed functions and high quality aquatic, wetland, and riparian habitats.

4. The Easement Property provides significant regional landscape connectivity functions, and its protection will ensure that this function will be maintained and this area and its existing features will be available for its natural habitat values.

5. The Easement Property supports diverse flora and fauna dependent on its high quality natural communities, functional watersheds, intact ecosystem processes, and landscape connectivity, including *[insert reference to any special status species known to occur on the Easement Property or immediately adjacent properties]*. Protection of the Easement Property also helps support numerous other species dependent on its habitats, food resources, and water supplies.

6. The Easement Property contains *[characterize nature of resource]* scenic resources, and the protection of the Easement Property will provide a significant public benefit by preserving open space against development pressure and will protect scenic qualities unique to the area.

7. *[Include if appropriate to Easement Property:* The Easement Property contains important cultural and historic resources, and the protection of the Easement Property will provide a significant public benefit by ensuring the preservation of these resources.*]*

E. Grantor intends that the Conservation Values of the Easement Property be preserved, maintained and protected, and, consistent with the terms of this Conservation Easement, restored and enhanced, in perpetuity, subject to the terms and conditions of this Conservation Easement. To accomplish the Conservation Purpose (as defined in Section 2(a)), Grantor desires to convey to Grantee and Grantee desires to obtain from Grantor a conservation easement that restricts certain uses of the Easement Property and grants certain rights to Grantee in order to preserve, protect, identify, monitor, restore and enhance in perpetuity the Conservation Values, the terms of which are set out in more detail below.

F. Grantee is a nonprofit public benefit corporation incorporated under the laws of the State of California as a tax-exempt corporation described in Section 815.3 of the California Civil Code and Section 501(c)(3) of the Internal Revenue Code and the regulations promulgated thereunder, organized for the preservation, protection, or enhancement of land in its natural, scenic, historical, agricultural, forested, or open-space condition or use.

GRANT OF EASEMENT AND AGREEMENT

In consideration of the recitals set forth above and in consideration of the mutual covenants, terms, conditions, and restrictions contained in this document and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to California law, including Civil Code Section 815 *et seq*., Grantor hereby voluntarily grants and conveys to Grantee, and to Grantee's successors and assigns, and Grantee hereby accepts, a conservation easement in perpetuity in, on, over, and across the Easement Property, subject to the following covenants, terms, conditions and restrictions:

1. **Definitions.** As used in this Conservation Easement, the following terms shall have the meanings set forth below.

(a) "**Access Notice**" means a written notice delivered to Grantor by Grantee or the Third Party Beneficiary in accordance with Section 7(a)(1), which notice shall include (i) a detailed description of the purpose for entry on the Easement Property, (ii) the specific portion of the Easement Property to be accessed, (iii) the proposed date(s) of entry on and duration of access to the Easement Property, and (iv) the number of persons who would enter on and access the Easement Property.

(b) "**Activity Notice**" means a written notice delivered to Grantor by Grantee in accordance with Section 7(c), which notice shall include (i) the proposed Conservation Activity, (ii) a detailed description of the nature, scope, location and purpose of the proposed Conservation Activity (including any proposed building, structure or improvement permitted by Section 7(d) and proposed by Grantee in connection with such Conservation Activity), (iii) a schedule of the work or activities to be performed or conducted on the Easement Property, and (iv) a list of the names of any contractors or other parties and persons who would perform the Conservation Activity.

(c) "**Adaptive Management Standard**" is a Management Standard that permits BMPs, Conservation Activities and other actions subject to this standard consistent with the RWMP and the requirements for the RWMP set forth in Section 3.1 of the Ranch Agreement, with recognition that (i) the continued economic use of the Conserved Lands, as a whole, will be respected, (ii) over time the goal is that the native biodiversity and ecosystem values of the Conserved Lands will be enhanced, (iii) high priority areas of particular sensitivity will be the focus of Grantee's Conservation Activities, and in such areas, the Conservation Purpose would take precedence over economic uses, (iv) the enhanced biological and physical condition resulting from previously approved Conservation Activities within such areas will be maintained, (v) this standard shall not be less protective of Conservation Values than the Current Stewardship Standard, and (vi) Conservation Activities shall be carefully coordinated with Grantor's use of the Easement Property and then-existing leases, easements and other agreements.

(d) "**Affiliate**" means a Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, another Person. For purposes of this definition, control means the ability to direct or cause the direction of the management and policies of another Person, including, but not limited to, by contract, by ownership of its voting securities or membership interests, by having the right to designate or

elect members of its governing body, or otherwise. For purposes of this Conservation Easement, a Person is Affiliated with another Person if any one or more officers, directors, employees, partners, members or shareholders of either such Person controls the other Person.

(e) "**Agreement Date**" has the meaning set forth in the Preamble.

(f) "**Applicable Laws**" means any one or more present and future laws, ordinances, rules, regulations, permits, authorizations, orders and requirements, to the extent applicable to the Parties or to the Easement Property or any portion thereof, whether or not in the present contemplation of the Parties, including, but not limited to, all consents or approvals (including Project Approvals) obtained from, and all rules and regulations of, and all building and zoning laws of, the Resource Agencies and all other federal, state, regional, county and municipal governments, the departments, bureaus, agencies or commissions thereof, authorities, boards of officers, any national or local board of fire underwriters, or any other body or bodies exercising similar functions, having or acquiring jurisdiction of, or which may affect or be applicable to, the Easement Property or any part thereof, including, but not limited to, any subsurface area, the use thereof and of the buildings and improvements thereon.

(g) "**Best Management Practices**" or "**BMPs**" mean practices and procedures established pursuant to the RWMP that apply to the Reserved Rights, other than the Core Activities, and are (i) based on the best available scientific information, (ii) feasible, both economically and technologically, (iii) reasonable and practicable methods to reduce or minimize adverse impacts to natural and conservation resources resulting from such activities that are subject to BMPs, and (iv) reasonably necessary to achieve the applicable Management Standard.

(h) "**CEQA**" means the California Environmental Quality Act (California Public Resources Code Section 21000 *et seq.*) and the guidelines thereunder (14 California Code of Regulations Section 15000 *et seq.*).

(i) "**CERCLA**" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 *et seq.*).

(j) "**Claims**" means any and all liabilities, penalties, costs, losses, damages, expenses (including, but not limited to, reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments.

(k) "**Conservation Activity**" has the meaning set forth in Section 7(b).

(l) "**Conservation Easement**" has the meaning set forth in the Preamble.

(m) "**Conservation Purpose**" has the meaning set forth in Section 2(a).

(n) "**Conservation Values**" has the meaning set forth in Recital D.

(o) "**Conserved Lands**" has the meaning set forth in Recital B.

(p) "**Consulting Expert**" means a duly qualified expert in the subject matter of an alleged violation of this Conservation Easement, who is agreed upon by the Parties.

(q) "**Contract Violation**" means either an Existing Contract Violation or a New Contract Violation, as applicable.

(r) "**Core Activities**" has the meaning set forth in Section 6(b)(1).

(s) "**Current Stewardship Standard**" is a Management Standard that permits BMPs and other actions subject to this standard that preserve the existing Conservation Values based on the Report.

(t) "**Defaulting Party**" has the meaning set forth in Section 9(a).

(u) "**Designated Farm Areas**" means those portions of the Easement Property designated on Exhibit D as Designated Farm Areas.

(v) "**Designated Mining Areas**" means (i) those portions of the Easement Property designated on Exhibit D as Designated Mining Areas, and (ii) an area not exceeding 800 acres within the Future Mining Envelope designated on Exhibit D. The specific location of the 800 acre Designated Mining Area within the Future Mining Envelope shall be determined in the reasonable judgment of Grantor made in consultation with Grantee, with primary consideration given to the location of the minerals, but also taking into account other factors, such as avoiding or reducing impacts of access and operations on Conservation Values.

(w) "**Designated Oil and Gas Areas**" means those portions of the Easement Property designated on Exhibit D as Designated Oil and Gas Areas.

(x) "**Designated Water Bank Area**" means that portion of the Easement Property designated on Exhibit D as the Designated Water Bank Area.

(y) "**Development Areas**" means the following area(s) generally depicted on Exhibit E: (i) Bakersfield National Cemetery; (ii) Centennial; (iii) Grapevine; (iv) Tejon Industrial Complex; (v) Tejon Mountain Village; and (vi) TRC Headquarters.

(z) "**Disturbance Areas**" means those portions of the Easement Property generally depicted on Exhibit F as Disturbance Areas, the precise boundaries of which shall conform to the boundaries depicted on Exhibits F-1 through F-8, with such minor modifications to such boundaries as Grantor and Grantee may mutually agree.

(aa) "**Easement Property**" has the meaning set forth in Recital A.

(bb) "**Environmental Laws**" includes, but is not limited to, CERCLA, RCRA, HTA, HCL, HSA, and any other federal, state, local or administrative agency statute, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials.

(cc) "**Excluded Transfer**" means any one of the following types of transfer of the fee interest in the Easement Property or any part thereof:

(1) Any transfer to a Related Party;

(2) Any transfer in the nature of foreclosure or deed in lieu of foreclosure of a deed of trust or mortgage encumbering the Easement Property;

(3) Any transfer to a public entity or to a nonprofit entity of the type described in Section 815.3 of the California Civil Code; or

(4) Any transfer that is exempt from a "Change of Ownership" reassessment under California Revenue and Taxation Code Section 60 and implementing regulations.

(dd) "**Existing Contract**" means a contract that permits the use by a third party, or requires the use by Grantor, of the Easement Property, or a portion thereof (including, but not limited to, a lease or an easement) entered into prior to the date of the Ranch Agreement, and any Required Extension to such contract.

(ee) "**Existing Contract Violation**" means a violation of the terms of an Existing Contract after the Agreement Date, by a party to the Existing Contract other than Grantor, that will significantly impair the Conservation Values.

(ff) "**Existing Easement**" means an Existing Contract that is an easement.

(gg) "**Farm Area Standard**" is a Management Standard that permits farming-related uses in accordance with Section 6(b)(2)(B) in the Designated Farm Areas, and shall permit new facilities and farm-related activities, subject only to BMPs that do not substantially adversely affect Grantor's economic use of the Designated Farm Areas for uses permitted by Section 6(b)(2)(B).

(hh) "**Finally Granted**" means, with respect to any Project Approval, that such Project Approval has been given (and, if applicable, any necessary ordinance, resolution or similar legislative action granting or ratifying the giving of such approval has been adopted) and all applicable appeal periods for the filing of any administrative appeal, and statutes of limitation for the filing of any judicial challenge of such approval shall have expired and no such appeal or challenge shall have been filed, or if any administrative appeal or judicial challenge is filed, such approval shall either (i) have been upheld without modification, imposition of conditions or other change by a final decision in the final such appeal or challenge that is timely filed, or (ii) upheld with modification, imposition of conditions or other change by a final decision that is subsequently relied upon to proceed with development authorized by the Project Approval as finally issued. The statute of limitations for the filing of any judicial challenge shall be deemed to be (A) one hundred eighty (180) days as to any Initial Entitlement, and (B) one (1) year as to any other Project Approval, except that Owner Designee may, in its sole discretion, by notice to Grantee *[if Grantee is not the Tejon Ranch Conservancy, delete "Grantee" and insert "the Tejon Ranch Conservancy"]*, waive the requirement that the statute of limitations for the filing of any

judicial challenge shall have expired, and designate any Project Approval that has been given as having been Finally Granted.

(ii) "**Governmental Agencies**" means any administrative or regulatory agency, board, body, bureau, commission, department, or other authority created or authorized by any federal, state, regional or local government or governmental body, including Resource Agencies.

(jj) "**Grantee**" has the meaning set forth in the Preamble.

(kk) "**Grantee Indemnified Parties**" means, collectively, Grantee and its directors, officers, employees, agents, contractors, and representatives and the heirs, representatives, successors and assigns of each of them.

(ll) "**Grantor**" has the meaning set forth in the Preamble.

(mm) "**Grantor Indemnified Parties**" means, collectively, Grantor and its directors, officers, employees, agents, contractors, and representatives and the heirs, representatives, successors and assigns of each of them.

(nn) "**Hazardous Materials**" includes, but is not limited to, (i) material that is flammable, explosive or radioactive; (ii) petroleum products, including by-products and fractions thereof; and (iii) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, RCRA, HTA, HSA, and in the regulations adopted and publications promulgated pursuant to them, or any other applicable Environmental Laws now in effect or enacted after the Agreement Date.

(oo) "**HCL**" means the Hazardous Waste Control Law (California Health & Safety Code Section 25100 *et seq*.).

(pp) "**HSA**" means the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health & Safety Code Section 25300 *et seq*.).

(qq) "**HTA**" means the Hazardous Materials Transportation Act (49 U.S.C. Section 5101 *et seq*.).

(rr) "**Incidental Ranch Facilities**" means all facilities not otherwise described in Section 6(b) that are incident to a Reserved Right, including, but not limited to, squeezes, loading chutes, holding and feeding fields, corrals, barns, shop and storage buildings, sewage disposal facilities and systems, water distribution and irrigation facilities, Livestock and wildlife watering facilities (including impoundments and related water distribution facilities) and Infrastructure.

(ss) "**Infrastructure**" means streets, roads and bridges; transit and transportation facilities; water supply lines and water resource systems; storm drains and sewers; wastewater lines and wastewater management systems; power transmission lines and other associated facilities; oil and gas pipelines and associated facilities; telecommunications lines and

associated facilities; and other similar improvements, utilities and facilities, but excluding power generation facilities.

(tt) "**Initial Entitlements**" means county approval of a specific plan (or comparable plan) following certification of environmental review pursuant to CEQA.

(uu) "**Initial Period**" means the period commencing on the Agreement Date and continuing until _____. *[Insert date that is 5 years after the date of the Ranch Agreement.]*

(vv) "**Livestock**" means animals typically kept on a farm or ranch, including, but not limited to, cattle, horses, sheep and goats.

(ww) "**Management Standard**" means the applicable standard governing the development of BMPs, Conservation Activities, and other actions as set forth in this Conservation Easement. The Management Standards are, collectively, the Current Stewardship Standard, the Adaptive Management Standard, the Farm Area Standard, the Mining Area Standard, and the Oil and Gas Area Standard.

(xx) "**Mining Area Standard**" is a Management Standard that permits mineral extraction-related activities and new facilities and additional exploration, development and extraction in the Designated Mining Areas, subject only to BMPs that do not substantially adversely affect Grantor's economic use of the Designated Mining Areas for uses permitted by Section 6(b)(2)(F).

(yy) "**Mitigation**" means any actions required to be taken, or any negative covenant or restriction required to be imposed in or on, or fee transfer of, any Mitigation Area(s) to satisfy a requirement or condition of a Project Approval (or any similar approval relating to a Potential Project) or required in connection with the Reserved Rights relating to the mitigation of impacts on natural resources, including, but not limited to, conservation, preservation, monitoring, enhancement and restoration of land and natural resource values within Mitigation Areas to mitigate the natural resource impacts of Projects, Potential Projects, and Reserved Rights.

(zz) "**Mitigation Area**" means any area or areas within the Conserved Lands designated as provided in the Ranch Agreement to satisfy a condition or requirement of any Project Approval (or any similar approval relating to a Potential Project) or required in connection with the Reserved Rights for Mitigation purposes. Mitigation Areas also include areas that have been previously so restricted or transferred.

(aaa) "**Mitigation Bank Area**" means an area of approximately 16,750 acres to be located generally within the San Joaquin valley floor portion of Tejon Ranch, the specific boundaries of which will be defined in the Tejon Ranch Valley Floor Habitat Conservation Plan.

(bbb) "**Mitigation Implementation Period**" means an initial five (5) year period following the date on which a Project Approval has been Finally Granted, which Project Approval requires Mitigation activities, unless Grantee *[if Grantee is not the Tejon Ranch*

Conservancy, delete "Grantee" and insert "the Tejon Ranch Conservancy"] and Owner Designee mutually agree to an alternate period.

(ccc) "**Mitigation Transition Period**" means that period that commences on the date that is two (2) years prior to the end of the Mitigation Implementation Period.

(ddd) "**New Contract**" means a contract that permits the use of the Easement Property, or a portion thereof, including, but not limited to, a lease or an easement, entered into after the date of the Ranch Agreement, but excluding any Required Extension of an Existing Contract.

(eee) "**New Contract Violation**" means a violation of the terms of this Conservation Easement, by a party to a New Contract other than Grantor, that will significantly impair the Conservation Values of the Easement Property.

(fff) "**New Surface Water Diversions**" means any diversions of surface water flows naturally occurring on the Conserved Lands other than diversions of such surface water flows that exist as of the date of the Ranch Agreement. Such existing diversions include, but are not limited to, the amounts of the surface water diversions described in water right Permits 21178, 21179, 21180, 21181, 21182, 21183, 21184, 21189, 21190, 21191 and 21192 issued by the State Water Resources Control Board, and California Department of Fish and Game Agreement Nos. 2006-0157-R4 and 2006-0184-R4; provided, however, that new or modified points of diversion and/or diversion facilities authorized pursuant to the above-referenced permits and agreements are not "New Surface Water Diversions."

(ggg) "**Non-Defaulting Party**" has the meaning set forth in Section 9(a).

(hhh) "**Notice of Violation**" means a written notice delivered to a Party pursuant to Section 9(a) that contains a reasonably detailed description of the alleged or threatened violation.

(iii) "**Oil and Gas Area Standard**" is a Management Standard that permits oil and gas extraction-related uses and new facilities and additional exploration, development and extraction in the Designated Oil and Gas Areas, subject only to BMPs that do not substantially adversely affect Grantor's economic use of the Designated Oil and Gas Areas for uses permitted by Section 6(b)(2)(E).

(jjj) "**Owner Designee**" means the Tejon Ranch Co.; provided, however, that from time to time on or after January 1, 2022, if Owner Designee, itself or through its Affiliates, does not own the fee interest in substantially all of Tejon Ranch, then Owner Designee shall have the right, but not the obligation, upon notice to Grantee and the Third Party Beneficiary and subject to the provisions of Section 3.13 of the Ranch Agreement, to designate a new Owner Designee who must be a single Person then owning the fee interest in any substantial portion of the Conserved Lands, or an entity formed to act as Owner Designee on behalf of some or all of the owners of fee interest in the Conservation Easement Area.

(kkk) "**Party**" and "**Parties**" have the meanings set forth in the Preamble.

(lll) "**Person**" means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, estate, cooperative, association or other entity, whether domestic or foreign, and any Governmental Agency.

(mmm) "**Potential Project**" means any permitting, entitlement, development, use, improvement, maintenance, repair, replacement and/or alteration, in any fashion, of an Unpurchased Acquisition Area, other than a Project.

(nnn) "**Prohibited Uses**" has the meaning set forth in Section 5.

(ooo) "**Project**" means any permitting, entitlement, development, use, improvement, maintenance, repair, replacement and/or alteration, in any fashion, of: (i) Development Areas, (ii) the Conserved Lands, as may be allowed under the terms of the Ranch Agreement or any applicable conservation easement, or (iii) an Unpurchased Acquisition Area, as would be allowed in the Conserved Lands consistent with the applicable terms of Section 3.5 of the Ranch Agreement.

(ppp) "**Project Approvals**" means, in connection with any Project (or any phase of a Project) any authorization, approval, determination, agreement, entitlement or permit that may be sought or obtained from any Governmental Agency having jurisdiction over any aspect of a Project, including, but not limited to, Initial Entitlements, approval of any CEQA determination, development agreement, specific plan, parcel or subdivision map, zoning approval or determination, conditional use approval, grading permit, or the like. Without limiting the generality of the foregoing, Project Approvals include Resource Agency approvals related to a Project, including the approval of the holder and/or form of a conservation easement for Mitigation Areas required pursuant to the permit approval, and may include: (i) Habitat Conservation Plans to be obtained from the United States Fish and Wildlife Service ("USFWS") pursuant to Section 10 of the Federal Endangered Species Act (16 U.S.C. §1531 *et seq.*) ("ESA") and biological opinions to be obtained from USFWS pursuant to Section 7 of the ESA; (ii) permits to be obtained from the United States Army Corps of Engineers under Section 404 of the Federal Clean Water Act ("CWA"); (iii) streambed alteration agreements and California Endangered Species Act permits and agreements to be obtained from the California Department of Fish and Game; (iv) CWA Section 401 certifications and water quality permits under the Porter-Cologne Water Quality Control Laws ("Porter-Cologne"), and stormwater control plans and permits required under the CWA and Porter-Cologne, from the Regional Water Quality Control Boards subject to review by the State Water Resources Control Board; and (v) natural resource mitigation measures established by the CEQA lead agencies for any Project.

(qqq) "**Public**" means any person who is not (i) an agent or employee of Grantor or Grantee, (ii) an employee of any local, state, federal, or other governmental agency or body while engaged in the conduct of their official duties for such governmental agency or body, (iii) a tenant, licensee, occupant or easement holder that claims an interest in the Easement Property by or through Grantor, or (iv) an invitee of Grantor.

(rrr) "**Public Access**" has the meaning set forth in Section 8(a).

(sss) "**Public Access Plan**" has the meaning set forth in Section 8(a).

(ttt) "**Ranch Agreement**" has the meaning set forth in Recital B.

(uuu) "**RCRA**" means the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 *et seq*.).

(vvv) "**Referee Sections**" has the meaning set forth in Section 24(d).

(www) "**Related Party**" means an entity that is an Affiliate or any successor entity to the transferor by way of merger, consolidation or other corporate reorganization, or an entity that acquires all or substantially all of the transferor's capital stock or assets, or an entity that is the result of a spin-off of shares or assets of the transferor to the shareholders.

(xxx) "**Report**" means that certain "Baseline Conditions Report" of the Easement Property, dated _____, _____.

(yyy) "**Requesting Party**" has the meaning set forth in Section 7(a)(1).

(zzz) "**Required Extension**" means an extension option contained in an Existing Contract that may be exercised without consent of Grantor by a party to the Existing Contract other than Grantor, and, following such exercise, is binding on all parties to the Existing Contract.

(aaaa) "**Reserved Rights**" means, collectively, all rights accruing from Grantor's ownership of the Easement Property, including, but not limited to, the right to engage in or to permit or invite others to engage in all uses of the Easement Property, that are not prohibited or limited by, and are consistent with the Conservation Purpose of, this Conservation Easement, including all activities expressly permitted in Section 6 or elsewhere in this Conservation Easement.

(bbbb) "**Resource Agencies**" means any administrative or regulatory agency, board, body, bureau, commission, department, or other authority created or authorized by any federal, state, regional or local government or governmental body with discretionary approval authority over all or any portion of a Project (or Potential Project) insofar as that Project (or Potential Project) will or may adversely affect any natural resources, including, without limitation, the CEQA lead agencies for any Project.

(cccc) "**Resource Organization**" and "Resource Organizations" have the meanings set forth in Recital B.

(dddd) "**RWMP**" has the meaning set forth in Recital C.

(eeee) "**Taxes**" means all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Easement Property by competent authority, including any taxes imposed upon, or incurred as a result of, this Conservation Easement.

(ffff) "**Tejon Ranch**" has the meaning set forth in Recital B.

(gggg) "**Third Party Beneficiary**" means that individual or entity identified and duly appointed by the Resource Organizations to exercise the rights and perform the obligations of the Third Party Beneficiary provided in this Conservation Easement, and who shall keep the Resource Organizations reasonably informed of its activities pursuant to this Conservation Easement. The Third Party Beneficiary may be changed upon not less than thirty (30) days prior written notice to Owner Designee and Grantee, duly signed and authorized by at least three (3) Resource Organizations, but in order for such notice to be effective, the notice must designate a replacement Third Party Beneficiary. The initial Third Party Beneficiary is _____, a _____.

(hhhh) "**Third Party Enforceable Violation**" means a violation of this Conservation Easement that (i) significantly impairs the Conservation Values of the Easement Property, (ii) does not relate to, or involve, the application of the BMPs or the Management Standards, and (iii) does not relate to or involve any interpretation, or question of the sufficiency or adequacy, of the BMPs, the RWMP, or the Management Standards. Without limiting the generality of the foregoing, an actual or threatened violation of the Prohibited Uses shall be a Third Party Enforceable Violation.

(iiii) "**Transfer Fee**" has the meaning set forth in Section 14(c).

(jjjj) "**Unpurchased Acquisition Area**" shall have the meaning set forth in the Ranch Agreement.

(kkkk) "**Williamson Act Contract**" means any contract entered into pursuant to the California Land Conservation Act of 1965 (California Government Code Section 51200 *et seq.*) or similar statute that affects a portion of the Easement Property.

2. **Purpose**.

(a) **Conservation Purpose.** The purposes of this Conservation Easement are to (i) ensure that the Easement Property will be retained forever in its natural, scenic, and open-space condition, (ii) preserve, protect, identify and monitor in perpetuity the Conservation Values of the Easement Property, (iii) prevent any activities on the Easement Property that will impair the Conservation Values of the Easement Property, and (iv) following the expiration of the Initial Period, enhance and restore the Easement Property to the extent permitted by Section 7 (collectively, the "**Conservation Purpose**"), all subject to and in accordance with the terms of this Conservation Easement.

(b) **Other Activities.** Nothing in this Conservation Easement shall interfere with Grantor's rights to perform the Core Activities. Subject to the preceding sentence, Grantor intends that this Conservation Easement will confine the uses of the Easement Property to such activities that are consistent with the Conservation Purpose. The Parties hereby acknowledge and agree that Grantor's retention of the Reserved Rights (including, but not limited to, the right to perform the Core Activities) are consistent with the Conservation Purpose.

3. **Grantee's Rights.** In order to accomplish the Conservation Purpose of this Conservation Easement, Grantor hereby grants the following rights to Grantee:

(a) **Preserve and Protect.** Grantee shall have the right as provided in this Conservation Easement to preserve and protect, in perpetuity, the Conservation Values of the Easement Property, subject to and in accordance with the terms and conditions of this Conservation Easement.

(b) **Entry and Access.** Grantee and Grantee's employees, agents and contractors, shall have the right to enter upon the Easement Property in accordance with the procedure set forth in Section 7(a) in order to (1) conduct monitoring inspections and tests and other activities as may be reasonably appropriate for the purpose of evaluating and monitoring the Conservation Values of the Easement Property, to ascertain the success of Grantor and Grantee in achieving the Conservation Purpose, and to monitor Grantor's compliance with the terms of this Conservation Easement (provided, however, that any invasive testing shall be conducted in accordance with Grantor's reasonable, then-current invasive testing requirements and procedures), (2) enforce the terms of this Conservation Easement as set forth in Section 9, or (3) perform the Conservation Activities to the extent permitted under Section 7. Subject to the requirements of Section 8, Grantee and Grantee's employees, agents and contractors, shall have the right to enter upon, and to grant revocable licenses to permit the Public to enter upon, the Easement Property for the purpose of implementing the Public Access Plan; provided, however, that any access to the Easement Property by Grantee or Grantee's employees, agents or contractors to facilitate Public Access shall be in accordance with the procedure set forth in Section 7(a), except to the extent such access is specifically authorized in the Public Access Plan.

(c) **Enforcement.** Subject to Section 2(b), and as provided more specifically in Sections 9 and 24(d), Grantee shall have the right to enforce the terms and conditions of this Conservation Easement, to prevent or enjoin any activity on, or use of, the Easement Property that is inconsistent with the terms of this Conservation Easement, and to require the restoration of such areas or features of the Easement Property that may be damaged by any such prohibited act or inconsistent use.

4. **Baseline Conditions.**

(a) **Report.** Grantor and Grantee acknowledge that the Report has been prepared and that the Report has been approved in writing by Grantor and Grantee. Grantor and Grantee shall each retain a copy of the Report, the Ranch Agreement and a schedule of Existing Contracts on file at their respective addresses for notices set forth in Section 18.

(b) **Use of Report.** The Parties agree that the Report contains an accurate representation of the biological and physical condition of the Easement Property (including all substantial improvements thereon) as of the Agreement Date, and of the then-current uses of the Easement Property. The Report is intended to serve as an objective, though non-exclusive, information baseline for monitoring compliance with the terms of this Conservation Easement.

(c) **Other Evidence.** Notwithstanding Section 4(b), if a dispute arises with respect to the nature and extent of the physical or biological condition of the Easement 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.

5. **Prohibited Uses.**

(a) Any use of the Easement Property not authorized in this Conservation Easement is prohibited if such use is inconsistent with the Conservation Purpose (collectively, the "**Prohibited Uses**"). Grantor and Grantee acknowledge and agree that the following uses and activities are inconsistent with the Conservation Purpose, and shall be prohibited on the Easement Property, except to the extent that any of the following uses or activities is a Reserved Right, or reasonably necessary to perform any Reserved Right:

(1) Residential uses (including, but not limited to, the construction or use of structures, trailers or tents for residential use), except for residential use and occupancy by employees pursuant to Section 6(b)(2)(H); provided, however, that the foregoing shall not prohibit temporary lodging in the hunting cabins pursuant to Section 6(b)(2)(M) or other temporary residential uses permitted by the RWMP;

(2) Commercial farming use*[, other than in the Designated Farm Areas]*;

(3) Mineral extraction, except to the extent permitted in *[the Designated Mining Areas and in]* Section 14(d);

(4) Oil and gas extraction except to the extent permitted in *[the Designated Oil and Gas Areas and in]* Section 14(d);

(5) Commercial feedlots, which are defined as any open or enclosed area, within which the land is not grazed or cropped at least annually, and where domestic Livestock owned by anyone other than Grantor or a tenant of Grantor is grouped together for intensive feeding purposes;

(6) Recreational use of off-road vehicles and recreational use of any other motorized vehicles, except where such use is in connection with hunting activities permitted under Section 6(b)(2)(C), private recreational use permitted under Section 6(b)(2)(N), or Public Access permitted under Section 8, and is confined to existing roadways and/or roadways constructed consistent with this Conservation Easement;

(7) Planting, introduction or dispersal of non-native or exotic plant species*[, other than in Designated Farm Areas]*, except to the extent permitted by the RWMP or otherwise with Grantee's written consent;

(8) Introduction or dispersal of non-native animal species, other than Livestock and species introduced or dispersed to the extent permitted by Section 6(b)(2)(C) in connection with a hunting program, and except to the extent permitted by the RWMP or otherwise with Grantee's written consent;

(9) Depositing or accumulation of soil, trash, ashes, refuse, waste, bio-solids or any other similar material, except as reasonably required under Applicable Laws or in the conduct of any Reserved Right;

(10) New Surface Water Diversions, except to the extent permitted by the RWMP;

(11) Commercial operation of a mitigation bank, or the sale or other transfer of mitigation "credits," except to the extent permitted in Section 6(b)(1)(A) or 6(b)(2)(O);

(12) Industrial uses, except as permitted in Section 6, including, but not limited to, permitted oil, gas and hydrocarbon extraction within Designated Oil and Gas Areas as provided in Section 6(b)(2)(E), and permitted mineral extraction within Designated Mineral Areas as provided in Section 6(b)(2)(F);

(13) Commercial uses, except as permitted in Section 6;

(14) Construction or placement of any building, or any other structure, except as permitted in Sections 6 and 7;

(15) Development within any natural watercourse or natural lake for the purpose of hydroelectric power, fish farming, or any other commercial purpose, except as permitted in Section 6, including, but not limited to Section 6 (b)(1)(G);

(16) Placement of revetments, rip-rap, or other armoring in or along natural water courses, natural wetlands, or other natural bodies of water, except as permitted in Section 6 or as may be required in connection with the Mitigation or Conservation Activities permitted under this Conservation Easement;

(17) Taking or harvesting of timber, standing or downed, on the Property, except for: (i) purposes of disease or insect control or to prevent property damage or personal injury as permitted in the RWMP or otherwise with the written consent of Grantee (provided, however, that Grantee's consent shall not be required in an emergency situation); (ii) collection of downed timber or branches as firewood for reasonable personal use; (iii) cutting of timber within any Designated Farm Area, Designated Mining Area, Designated Oil and Gas Area, Designated Water Bank Area or Disturbance Area where reasonably necessary to accommodate any Reserved Right in those areas; (iv) cutting of timber in other areas where reasonably necessary to accommodate a Reserved Right and no significant impairment of the Conservation Values will result or as permitted by the RWMP or otherwise with the written consent of Grantee; and (v) removal of hazardous trees or portions thereof if there is imminent danger to life or property; and

(18) Installation, establishment, or maintenance of any commercial power generation equipment or facilities; provided, however, that the foregoing shall not prohibit the installation, establishment or maintenance of power generation facilities for uses permitted on the Conserved Lands, or the sale of excess power generated by such facilities, if the capacity of such facilities at the time of installation is consistent with Grantor's reasonable anticipation of its power needs for the uses permitted on the Conserved Lands, and Grantee has determined in its reasonable discretion that the facilities will not significantly impair the Conservation Values.

(b) Grantor shall not engage in or knowingly allow others to engage in any Prohibited Use on the Easement Property, except to the extent that an Existing Contract requires Grantor, or permits a party other than Grantor, to engage in any Prohibited Use. The Parties acknowledge that Grantee's enforcement of an alleged violation of this Conservation Easement by a party other than Grantor to an Existing Contract or a New Contract is subject to the provisions of Section 9.

6. **Grantor's Reserved Rights**.

(a) **Permitted Uses.** Grantor reserves to itself, and to its representatives, heirs, successors, and assigns, all of the Reserved Rights. Grantor's exercise of the Reserved Rights consistent with Section 6(b) are agreed to be consistent with the Conservation Purpose and shall not be precluded, prevented, or limited by this Conservation Easement, except as specifically precluded, prevented or limited in Section 6(b) as to their extent or nature. In addition, certain of the uses set forth in Section 6(b) shall be permitted only within designated areas for such uses as described below and depicted on the maps attached hereto as Exhibit D. The Parties agree that Section 6(b) is not an exhaustive list of the permitted uses or Reserved Rights, and that there may be uses not expressly listed therein that are consistent with the Conservation Purpose and the RWMP.

(b) **Specific Reserved Rights.** Without limiting Section 6(a), Grantor retains the right to use the Easement Property for the following uses:

(1) **Core Activities.** Grantor retains the right to perform, and to allow to be performed, the following activities (which are collectively referred to in this Conservation Easement as the "**Core Activities**") on the Easement Property:

A. All activities reasonably required to comply with (i) any and all Applicable Laws and (ii) any Mitigation requirements imposed pursuant to any Project Approval *[If a Purchased Conservation Easement is purchased with funds made available by WCB or any other Governmental Agency, then limit Mitigation activities to what is permitted by Applicable Law.]*;

B. Fire control and forestry measures, within Development Areas and a buffer zone of 400 feet immediately adjacent to the Development Areas, that are determined by Owner Designee to be reasonably required to protect Development Areas;

C. All activities of third parties permitted under, and all activities of Grantor reasonably required to comply with its obligations under, any Existing Contract;

D. Development of Infrastructure as determined by Owner Designee to be reasonably required to serve any Project within a Development Area or a Potential Project; provided, however, that Owner Designee will use good faith efforts in consultation with Grantee (and, during the Initial Period, the Resource Organizations) to avoid or minimize the footprint of such Infrastructure within the Conserved Lands and to use BMPs in the design and construction of such Infrastructure, subject in all events to the approval of Governmental Agencies and/or public utilities;

E. Entering into, terminating, amending or modifying any Williamson Act Contract; provided, however, that in no event shall any new Williamson Act Contract or any amendment or modification of an existing Williamson Act Contract allow or require any use of the Easement Property not otherwise permitted in this Conservation Easement;

F. The use, maintenance, repair, improvement, replacement and/or reconstruction, in its existing location, within its existing footprint and without a substantial increase in height, of all buildings, structures, fixtures, Infrastructure and other improvements, including, but not limited to, roads, signs and Incidental Ranch Facilities, existing on or within the Easement Property on the Agreement Date;

G. Except for any New Surface Water Diversions, and subject to the provisions of Section 6(c), the storage, extraction, transfer, use, purchase, sale, manipulation, development of subsurface flows, springs and percolating groundwater, treatment as may be required for potable or nonpotable uses, and/or distribution of any water, whether originating on or off Tejon Ranch, including, but not limited to:

(i) The perfection, severance, conveyance, impairment, or encumbrance of water or water rights appurtenant to Tejon Ranch;

(ii) The extraction or pumping of groundwater for beneficial use for any Reserved Right, subject to Section 6(c);

(iii) The banking of water in underground aquifers (groundwater banking), including alterations or improvements to the surface of the Easement Property *[within the Designated Water Bank Area, and in other areas]* only if Grantee determines, in its reasonable discretion, that the alteration or improvement will not significantly impair the Conservation Values;

(iv) The purchase, sale, conveyance, control, exchange, transfer or delivery of water (including groundwater), whether originating on or off Tejon Ranch, to any location on or off Tejon Ranch;

(v) The control of water-borne pests that may pose public health danger; and

(vi) The control of surface water (such as sandbagging of stormflows) or groundwater that may pose public health danger; and

H. The posting and monitoring of the Easement Property to identify, prosecute and eject trespassers and other unpermitted users.

Grantor and Grantee acknowledge and agree that nothing contained in this Conservation Easement shall interfere, impair, limit or prohibit Grantor's ability to perform, or allow to be performed, the Core Activities in, on, over and across the Easement Property, except as provided in Section 6(c).

(2) **Ranch Uses.**

A. Ranching/Livestock Management. Grantor retains the right to use, and to permit other parties to use, the Easement Property for commercial and non-commercial ranching and Livestock management activities, including, but not limited to, pasturing and grazing of Livestock, and holding and feeding pens for Livestock pending purchase or sale or for other Livestock management purposes or practices. Grantor shall perform, or cause to be performed, all such activities in accordance with BMPs established for such use in the RWMP, provided such BMPs are consistent with the Current Stewardship Standard during the Initial Period, and the Adaptive Management Standard thereafter. Notwithstanding anything to the contrary contained in this Conservation Easement, neither the BMPs nor the Adaptive Management Standard shall cause Grantor to fail to meet the requirements to retain the Tejon Ranch brand.

B. Farming. *[This provision to be included in Conservation Easements covering Designated Farm Areas. For Conservation Easements that do not cover Designated Farm Areas, modify other references to the Designated Farm Areas, as appropriate.]* Grantor retains the right to use, and to permit other parties to use, the Designated Farm Areas for commercial and non-commercial farming purposes, including, but not limited to, planting, cultivating and harvesting orchards, vineyards and row and grain crops, and related irrigation, pest control, use, handling, disposal of waste products, storage (including, but not limited to, cold storage), processing, packaging and distribution activities. Grantor shall perform, or cause to be performed, all such activities in accordance with BMPs established for such use in the RWMP, provided such BMPs are consistent with the Farm Area Standard.

C. Wildlife Management. Grantor retains the right to use, and to permit other parties to use, the Easement Property for activities intended to manage wildlife on the Easement Property, including, but not limited to, creating, operating and maintaining commercial and non-commercial hunting programs (including raising, lodging, introduction and dispersal of native species and pheasant (and other non-native species, subject to Grantee's prior written approval, which shall not be unreasonably withheld) for purposes of hunting on the Conserved Lands), non-consumptive wildlife viewing, security and patrolling and related uses. Grantor shall perform, or cause to be performed, all such activities in accordance with BMPs established for such use in the RWMP, provided such BMPs are consistent with the Current Stewardship Standard during the Initial Period, and the Adaptive Management Standard thereafter. Such BMPs shall include, but not be limited to, a prohibition on the use of lead ammunition in connection with any permitted hunting on the Easement Property.

D. Filming. Grantor retains the right to use, and to permit other parties to use, the Easement Property for film and photography-related uses, including, but not limited to, the filming and staging of movies, television shows and commercials, photo shoots and still photography, and related uses. All such activities shall be performed in accordance with BMPs established for such use in the RWMP, provided such BMPs are consistent with the Current Stewardship Standard during the Initial Period, and the Adaptive Management Standard thereafter.

E. Oil, Gas and Hydrocarbon Extraction. *[This provision to be included in Conservation Easements covering Designated Oil and Gas Areas. For Conservation Easements that do not cover Designated Oil and Gas Areas, modify other references to the Designated Oil and Gas Areas, as appropriate.]* Grantor retains the right to use, and to permit other parties to use, the Designated Oil and Gas Areas for the drilling, exploration, development and extraction of oil, gas and hydrocarbons by any subsurface drilling and extraction methods, including related surface uses. Grantor shall perform, or cause to be performed, all such activities in accordance with BMPs established for such use in the RWMP, provided such BMPs are consistent with the Oil and Gas Area Standard.

F. Mineral Extraction. *[This provision to be included in Conservation Easements covering Designated Mining Areas. For Conservation Easements that do not cover Designated Mining Areas, modify other references to the Designated Mining Areas, as appropriate.]* Grantor retains the right to use, and to permit other parties to use the Designated Mining Areas for the exploration for, development of, and the removal or extraction of any mineral or non-mineral substance by any surface or subsurface mining or extraction method. Grantor shall perform, or cause to be performed, all such activities in accordance with BMPs established for such use in the RWMP, provided such BMPs are consistent with the Mining Area Standard.

G. Fuel Management. Grantor retains the right to perform, and to allow to be performed, activities intended to provide fire protection or to avoid or reduce fire-related impacts to the Easement Property, including, but not limited to, utilizing grazing and other fuel reduction techniques, establishing fire management units for presuppression fire and fuels management planning, and maintaining and enhancing strategic fuelbreak networks along existing road and utility corridors and new road and utility corridors permitted under this Conservation Easement, firebreaks, road access along existing roads and new roads permitted under this Conservation Easement and predicted containment areas. Any such activities shall be performed in accordance with the BMPs established for such activities in the RWMP, provided such BMPs are consistent with the Current Stewardship Standard during the Initial Period, and the Adaptive Management Standard thereafter. Notwithstanding the foregoing, fuel management activities that meet the definition of a Core Activity are not subject to this Section 6(b)(2)(G).

H. Employee Housing. Grantor retains the right to use, and to permit the use of, all buildings existing as of the Agreement Date, and all new and expanded buildings permitted pursuant to Section 6(b)(2)(J) within Disturbance Areas A, B and E as depicted on Exhibits F-1, F-2 and F-5, for housing for employees (including retired employees), and their families (provided that they are domiciled with such employee), of Grantor, or any tenant of Grantor, whose employment is directly related to a use conducted on the Conserved Lands.

I. Incidental Ranch Facilities. Grantor retains the right to expand existing, construct new, relocate or remove any Incidental Ranch Facilities on the Easement Property that are or will be used in connection with a Reserved Right, provided that such activity is de minimis and will not significantly impair the Conservation Values. In addition, Grantor may expand existing, construct new, relocate or remove any Incidental Ranch Facilities on the Easement Property that are of a type that is not de minimis with Grantee's prior

written consent, which shall not be withheld if the proposed activity will not significantly impair the Conservation Values. Grantor shall perform, or cause to be performed, any expansion or construction of new Incidental Ranch Facilities in accordance with BMPs established for such activities in the RWMP, subject to consistency with the Farm Area Standard, the Mining Area Standard and the Oil and Gas Area Standard (as applicable) in each of these designated areas. Grantor and Grantee shall cooperate to develop procedures to ensure that Grantee is reasonably informed of the nature and extent of de minimis Incidental Ranch Facilities constructed. For purposes of this Section 6(b)(2)(I), (i) de minimis activities shall include, but not be limited to, expansion, construction, relocation or removal of any squeezes, loading chutes, holding and feeding fields, corrals, catch pens, minor watering facilities (such as troughs), water distribution and irrigation facilities, branding traps, sign-in boxes for permitted hunting activities, gun sighting boxes and other, similar types of activities on the Easement Property, and (ii) de minimis activities shall not include construction of new barns, roads, watering facilities that are not minor (such as stock ponds and modifications of springs, ponds and other natural water bodies), power transmission lines and other associated facilities, oil and gas pipelines and associated facilities and other, similar types of activities on the Easement Property. Grantee acknowledges that the use, maintenance, repair, improvement, replacement and/or reconstruction, in its existing location, within its existing footprint and without a substantial increase in height, of all buildings, structures, fixtures, Infrastructure and other improvements, including, but not limited to, roads, signs and Incidental Ranch Facilities, existing on or within the Ranch on the Agreement Date, and the development of Infrastructure pursuant to Section 6(b)(1)(D) are Core Activities, and are not subject to this Section 6(b)(2)(I).

J. Existing and New Structures. Within the Disturbance Areas, Grantor may enlarge, expand, construct new, relocate or remove any building or structure on the Easement Property, provided that any enlargement, expansion or new construction must be related to a Reserved Right and shall be subject to Grantee's prior written consent, which shall not be withheld if the proposed enlargement, expansion or new construction will not significantly impair the Conservation Values. Grantee acknowledges that the use, maintenance, repair, improvement, replacement and/or reconstruction, in its existing location, within its existing footprint and without a substantial increase in height, of all buildings, structures, fixtures, Infrastructure and other improvements, including, but not limited to, roads, signs and Incidental Ranch Facilities, existing on or within the Easement Property on the Agreement Date, is a Core Activity, and is not subject to this Section 6(b)(2)(J). In addition, this Section 6(b)(2)(J) shall not apply to hunting cabins, which are governed by Section 6(b)(2)(M), and Incidental Ranch Facilities, which are governed by Section 6(b)(2)(I).

K. Fencing. Grantor retains the right to maintain, repair, replace and relocate existing fences on the Easement Property and to erect, repair, replace and relocate new fences as reasonably necessary for a Reserved Right; provided that, whenever feasible, any fence built shall be of a type and design which allows passage of wildlife (i.e., "wildlife friendly") so as not to unreasonably interfere with movement, nesting, or forage of wildlife at the site, and provided further that Grantee acknowledges that certain fencing may inhibit wildlife movement for the protection of persons and property, including, but not limited to, crops located within the Designated Farm Areas or facilities located within the Designated Mining Areas, Designated Oil and Gas Areas or the Designated Water Bank Area. Grantor shall perform, or cause to be performed, any construction of new or replacement fences, or any

removal of fences, in accordance with BMPs established for such activities in the RWMP, subject to consistency with the Farm Area Standard, the Mining Area Standard and the Oil and Gas Area Standard in each of these designated areas.

L. Signs. Grantor retains the right to erect, maintain, repair, modify, replace and remove signs on the Easement Property, including, but not limited to, directional signs, signs denoting allowable uses, signs used to control unauthorized entry or use of the Easement Property, and highway monument signs; provided, however, that Grantor shall not erect or permit the erection of any new billboard signs on the Easement Property, except new billboard signs of reasonable size immediately adjacent to Interstate 5, and any replacement or successor route or freeway to Interstate 5, that advertise or direct traffic to any current or future development located on Tejon Ranch.

M. Hunting Cabins. Grantor retains the right to use and permit the use of the nine (9) hunting cabins existing on the Conserved Lands for temporary lodging. In addition, Grantor may relocate any hunting cabin (including by demolition and construction of a new hunting cabin) to another location on the Conserved Lands approved by Grantee, which approval shall not be withheld if such relocation would not significantly impair the Conservation Values. Notwithstanding anything to the contrary contained in this Conservation Easement, Grantor shall not have the right to increase the number of hunting cabins on the Conserved Lands or to enlarge any hunting cabin; provided, however, that Grantor may enlarge the two (2) hunting cabins that do not have indoor restroom facilities as of the date of the Ranch Agreement, commonly referred to as the Area 5 Cabin and the Area 16 Cabin, for the sole purpose of constructing indoor restroom facilities of a reasonable size. Grantee acknowledges that the maintenance, improvement, repair, replacement and reconstruction of any hunting cabin existing on the Easement Property as of the Agreement Date, in its existing location, within its existing footprint, and without substantial increase in height, is a Core Activity, and is not subject to this Section 6(b)(2)(M).

N. Private Recreational Use. Grantor retains the right to use, and to permit its invitees to use, the Easement Property for non-commercial passive recreational uses. Such recreational uses include walking, hiking, sightseeing, birdwatching, nature photography, picnics, fishing, boating and limited equestrian uses, but shall not include overnight camping except (i) by Tejon Ranchcorp and its employees consistent with past practice, or (ii) as may be provided in the Public Access Plan. All such recreational uses shall be performed or permitted by Grantor in accordance with the BMPs established for such activities in the RWMP, provided such BMPs are consistent with the Current Stewardship Standard during the Initial Period, and the Adaptive Management Standard thereafter. In addition, Grantor shall have the right to use, and to permit its invitees to use the Easement Property for other (including commercial) recreational uses to the extent permitted in the Public Access Plan.

O. Mitigation Activities. *[This provision to be included in Conservation Easements covering the Mitigation Bank Area. If a Purchased Conservation Easement is purchased with funds made available by WCB or any other Governmental Agency, then limit activities in this section to what is permitted by Applicable Law.]* Grantor retains the right to perform habitat restoration and enhancement activities within the Mitigation Bank Area, and to sell or otherwise transfer “mitigation credits” (as approved by the appropriate state and

federal resource agencies) attributable to the conservation of the Mitigation Bank Area, to mitigate impacts of development projects or other activities, other than a Project, on the habitat of the San Joaquin Kit Fox, provided that the habitat restoration and enhancement activities are not inconsistent with the RWMP as reasonably determined by the Grantee. No mitigation credits shall be sold or transferred in connection with any species other than San Joaquin Kit Fox. Grantee acknowledges that all activities reasonably required to comply with any Mitigation requirements imposed pursuant to any Project Approval are a Core Activity, and are not subject to this Section 6(b)(2)(O).

P. Tribal Rights. Grantor retains the right to permit Native American tribes to continue to use those portions of the Easement Property being used by such tribes as of the Agreement Date *[, including, but not limited to, the Native School House and Cemetery]*.

(c) **Groundwater Extraction; Surface Alterations for Water Storage.** In managing Grantor's future native groundwater extraction activities within the Conserved Lands, Grantor will avoid changes to or expansion of groundwater extraction practices as of the date of the Ranch Agreement, as described in the Report, that would cause significant groundwater related adverse impacts to the surface Conservation Values existing as of the date of the Ranch Agreement. In addition, Grantor shall not make any alterations or improvements to the surface of the Easement Property in connection with water storage, including storage of water in underground aquifers, except as permitted by Section 6 (b)(1)(G)(iii).

7. **Grantee Activities.**

(a) **Entry and Access to Easement Property.** In order to provide for Grantor's operational, safety and other considerations, all entry on and access to the Easement Property by Grantee and the Third Party Beneficiary, and their respective employees, agents and contractors, in connection with this Conservation Easement (including, but not limited to, entry and access pursuant to Sections 3(b), 7(b)-(d) and 20(b)) shall be in accordance with the procedure set forth in Section 7(a)(1)-(2) or, if applicable, the procedures for access for routine inspection and monitoring activities permitted by this Conservation Easement on not more than forty-eight (48) hours prior written notice set forth in Exhibit G, or such other procedure as the Parties may agree in writing. This Section 7(a) shall not apply to any Public Access to the extent that such Public Access is permitted by Section 8.

(1) If either Grantee or the Third Party Beneficiary (the "**Requesting Party**") desire to enter on and access the Easement Property to perform an activity that such Requesting Party is permitted to perform under the terms of this Conservation Easement, then the Requesting Party shall provide Grantor with an Access Notice at least ten (10) days prior to the date the Requesting Party desires to enter on the Easement Property. If, in Grantor's reasonable determination, there are operational, safety or other reasonable impediments to the entry and access proposed by the Requesting Party, then Grantor may respond to the Requesting Party within such ten (10) day period to identify such impediments, and the Parties shall cooperate with one another to develop a reasonable schedule and manner of entry on and access to the Easement Property that reasonably addresses the impediments identified by Grantor. Notwithstanding the foregoing, Grantee shall not be required to follow the access procedure set

forth in this Section 7(a)(1) in cases where Grantee reasonably determines that immediate entry on the Easement Property is required on account of an imminently threatened or continuing violation of this Conservation Easement, provided that Grantee shall use reasonable efforts to give notice of entry to Grantor at the time of entry, and Grantee shall give Grantor written notice of such entry as soon thereafter as practicable.

(2) All entry on and access to the Easement Property shall (A) be at reasonable times (except in cases where Grantee reasonably determines that immediate entry on the Easement Property is required in accordance with Section 7(a)(1) above), (B) be in accordance with Grantor's then-current, reasonable requirements for entry on the Easement Property (except, in cases where Grantee reasonably determines that immediate entry on the Easement Property is required in accordance with Section 7(a)(1) above, any such requirements regarding prior notice of Grantee's entry shall apply only to the extent reasonable under the circumstances), and (C) not unreasonably interfere with Grantor's authorized use and quiet enjoyment of the Easement Property. In addition, Grantor shall have the right to have one (1) or more representatives accompany the Requesting Party, its employees, agents and contractors, during any entry on and period of access to the Easement Property, and any entry on and access to the Easement Property by the Third Party Beneficiary shall be by no more than ten (10) of the Third Party Beneficiary's officers, directors, employees and agents, at any given time, without the prior written consent of Grantor.

(b) **Conservation Activities.** Subject to Section 7(c), Grantee, at its sole cost and expense, may perform the following additional activities to restore and enhance the Easement Property (each, a "**Conservation Activity**"), each to the extent (i) necessary to further the Conservation Purpose, (ii) consistent with reasonable detail set forth in the RWMP, and (iii) consistent with the Adaptive Management Standard, and as otherwise set forth below.

(1) Vegetation Planting and Management. Grantee may plant and maintain native vegetation on the Easement Property, except that Grantor's prior written consent (which may be granted or withheld in Grantor's sole discretion) shall be required for any such activities in the Designated Farm Areas, Designated Mining Areas, Designated Oil and Gas Areas and Designated Water Bank Area.

(2) Animal Control. Grantee may undertake reasonable actions to control or eradicate feral and non-native animals on the Easement Property (excluding Livestock and species raised, introduced or dispersed to the extent permitted by Section 6(b)(2)(C) in connection with a hunting program), except that Grantor's prior written consent (which may be granted or withheld in Grantor's sole discretion) shall be required for any such activities in the Designated Farm Areas, Designated Mining Areas, Designated Oil and Gas Areas and Designated Water Bank Area. Grantee shall coordinate all such activities with, and shall not interfere with, the Reserved Rights, including Grantor's wildlife management activities. In no event shall Grantee have the right to introduce, transport to or within, re-introduce or disperse any animal species on the Easement Property, unless (A) Grantee develops a reasonable written plan for any such activity and submits such written plan to Owner Designee, and (B) Owner Designee approves such plan. Owner Designee shall not withhold its approval of such plan if it is consistent with the Adaptive Management Standard, and Owner Designee reasonably

determines that the plan will not unreasonably interfere with a Reserved Right or create any material risk to the entitlement and/or development of a Project or Potential Project.

(3) Condor Feeding Program. Grantee may initiate and maintain a California condor feeding and monitoring program on the Easement Property that provides feeding areas for California condors and monitors their activities, provided that Grantee obtains the prior approval of all federal, state, regional and local agencies with discretionary approval authority over any such activity.

(4) Signage. Grantee may erect, maintain, and/or remove one or more signs or other appropriate markers in prominent locations on the Easement Property that may be visible from public roads or other adjoining property, except that Grantor's prior written consent (which may be granted or withheld in Grantor's sole discretion) shall be required for any such activities in the Designated Farm Areas, Designated Mining Areas, Designated Oil and Gas Areas and Designated Water Bank Area. The location, size, content, wording and appearance of any such sign shall be subject to Grantor's prior written approval, which shall not be unreasonably withheld, and, without limiting the foregoing, the content of any such sign proposed by Grantee shall be limited to (i) information indicating that the Easement Property is protected by the Conservation Easement, and/or the participation of Grantee and of any of the public or private sources of funding for the acquisition and/or maintenance of the Conservation Easement, (ii) trail markers and other signage related to Public Access, or (iii) natural, cultural and historic resource interpretive information.

(5) Fencing. Grantee may erect, maintain, and/or remove fencing on the Easement Property, except that Grantor's prior written consent (which may be granted or withheld in Grantor's sole discretion) shall be required for any such activities in the Designated Farm Areas, Designated Mining Areas, Designated Oil and Gas Areas and Designated Water Bank Area, and for the removal of any fencing not erected by Grantee.

(6) Weed, Non-Native Plant Control. Grantee may use pesticides, herbicides or other biocides, mechanical removal or other reasonable methods to control noxious weeds and to eliminate non-native plant species from the Easement Property, except that Grantor's prior written consent (which may be granted or withheld in Grantor's sole discretion) shall be required for any such activities in the Designated Farm Areas, Designated Mining Areas, Designated Oil and Gas Areas and Designated Water Bank Area, or for any controlled burning. In addition, Grantee shall coordinate all such activities with, and shall not unreasonably interfere with, Grantor's grazing and fuel management activities.

(7) Wetlands and Stream Course Restoration. Grantee may undertake reasonable actions to rehabilitate or restore stream courses, hydrologic conditions, riparian habitats or other wetlands, provided that no such activity shall unreasonably interfere with the Reserved Rights, including, but not limited to, the activities described in Section 6(b)(1)(G).

(8) Other RWMP Activities. With Grantor's prior written consent, which shall not be unreasonably withheld, Grantee may undertake any other programs or activities to restore and enhance the Easement Property to the extent (i) necessary to further the Conservation Purpose, (ii) consistent with reasonable detail set forth in the RWMP, and (iii)

consistent with the Adaptive Management Standard. Notwithstanding the foregoing, Grantee shall not have the right to undertake any such programs or activities in the Designated Farm Areas, Designated Mining Areas, Designated Oil and Gas Areas and Designated Water Bank Area without Grantor's prior written consent, which may be granted or withheld in Grantor's sole discretion.

(c) **Conservation Activity Coordination.**

(1) During the Initial Period, Grantee, at its sole cost and expense, may perform a Conservation Activity in accordance with this Section 7 with Grantor's prior written consent, which may be granted or withheld in Grantor's sole and absolute discretion. In connection with any proposed Conservation Activity, Grantee shall provide to Grantor all information required by an Activity Notice, and all other information reasonably required by Grantor in order to evaluate the proposed Conservation Activity.

(2) After the Initial Period, Grantee, at its sole cost and expense, may perform a Conservation Activity in accordance with this Section 7. In connection with any proposed Conservation Activity, Grantee shall provide Grantor with an Activity Notice at least thirty (30) days prior to Grantee's commencement of the proposed Conservation Activity. In addition, Grantee shall promptly deliver to Grantor all other information reasonably required by Grantor in order to evaluate the proposed Conservation Activity. Grantor may object to any proposed Conservation Activity that Grantor believes is not consistent with the Adaptive Management Standard or otherwise fails to comply with the requirements of Section 7(b), which objection shall describe Grantor's objections in reasonable detail. If Grantor delivers a notice of objection to Grantee, then Grantee shall be required to respond, in reasonable detail, to Grantor's objections before Grantee may enter the Easement Property to commence the proposed Conservation Activity. Grantor's failure to deliver any notice of objection to Grantee pursuant to this Section 7(c)(2) shall not operate as, or be deemed or construed to be, a waiver of any right or remedy that Grantor may have pursuant to Section 9 in connection with such Conservation Activity.

(d) **Commercial Activity; Buildings and Facilities.** Notwithstanding anything to the contrary contained in this Conservation Easement, in no event shall Grantee have the right to (i) conduct or permit to be conducted (except by Grantor or any party claiming a right to the Easement Property by or through Grantor) any commercial activity on, under or about the Easement Property, without the prior written consent of Grantor; (ii) construct any buildings on the Easement Property, except for a visitor center, not to exceed 2,000 square feet in a location mutually agreed upon by the Parties, constructed in accordance with the Public Access Plan and with Grantor's prior written approval pursuant to Sections 7(b) and 7(c); or (iii) construct any other structure or improvement of any other kind on the Easement Property, except (A) as reasonably required to carry out a Conservation Activity consistent with Section 7(b), (B) a facility specifically included in the Public Access Plan, including, without limitation, trail improvements, benches, picnic tables, ramadas, restrooms, and environmental campsites, or (C) a structure or improvement that is consistent with the Conservation Purpose, with Grantor's prior written consent, which consent shall not be unreasonably withheld if the proposed structure or improvement is consistent with the Adaptive Management Standard and is not located within a

Designated Farm Area, Designated Mining Area, Designated Oil and Gas Area or the Designated Water Bank Area.

(e) **Documentation of Completion of Conservation Activities.** Grantee shall give Grantor written notice promptly following the successful completion of any Conservation Activity. Following Grantor's receipt of such notice, the Parties, at Grantee's sole cost and expense, shall jointly and cooperatively document the biological and physical condition of the portion of the Easement Property affected by the Conservation Activity. Any documentation prepared pursuant to this Section 7(e) shall be for informational purposes only in connection with applying subsection (iv) of the definition of the Adaptive Management Standard, and shall not be binding on either Party or be deemed to supplement or amend the Report.

(f) **Continuing RWMP Obligation.** Notwithstanding any future termination or extinguishment of the Ranch Agreement, Grantee shall retain the obligation to maintain and update the RWMP in accordance with the Ranch Agreement.

(g) **Mitigation.** Owner Designee shall be initially responsible for establishing, implementing and monitoring any Mitigation activities required for each Project Approval in a Mitigation Area during each Mitigation Implementation Period, unless otherwise mutually agreed by Owner Designee and Grantee *[if Grantee is not the Tejon Ranch Conservancy, delete "Grantee" and insert "the Tejon Ranch Conservancy"]*. During each Mitigation Transition Period, Owner Designee and Grantee shall meet and confer periodically to coordinate the transition of the Mitigation activities to Grantee, including establishing a budget for such activities. After the expiration of each Mitigation Implementation Period, and subject to any required Resource Agency approval, Grantee shall perform or cause to be performed all Mitigation activities required in connection with any Project Approval. Nothing in this Conservation Easement shall preclude the Grantee, subject to Resource Agency requirements as provided in this Conservation Easement, from contracting with Grantor or any other party to actually perform, at Grantee's cost, Mitigation activities for which Grantee is responsible. *[Modify this Section and/or others provisions as necessary to meet Resource Agency requirements.]*

8. **Public Access.**

(a) **Public Access Plan.** Recognizing that the Public enjoyment of the Conserved Lands is a high priority for the Parties, and because the Conservation Values, including natural communities and habitats, are pristine and include diverse flora and fauna, scenic resources, and important cultural and historical resources, Grantor agrees that significant and appropriate access to the Easement Property by the Public shall be provided and managed by Grantee, for the benefit of the people of the State of California. Owner Designee and Grantee *[if Grantee is not the Tejon Ranch Conservancy, delete "Grantee" and insert "the Tejon Ranch Conservancy"]* have prepared, or shall jointly and cooperatively prepare, a comprehensive plan for access to the Easement Property by the Public in connection with the development of the RWMP in order to ensure significant, well-managed Public access to the Easement Property (the "**Public Access Plan**"). Components of the Public Access Plan shall include, but not be limited to: (i) encouraging and facilitating access by the Public, including underserved communities and

populations; (ii) selecting appropriate locations for access, trails and facilities consistent with the RWMP to preserve the conservation values of the Conserved Lands; (iii) coordinating such access with the Reserved Rights so that such Public access does not unreasonably interfere with Grantor's or other occupants' operation of the Easement Property for the Reserved Rights; and (iv) entry and use guidelines to ensure the safety of the Public while on the Easement Property. In addition, the Public Access Plan shall address private recreational use of the Easement Property, and may include authorization for such use (including commercial use) by Grantor and its invitees in addition to the uses permitted in Section 6(b)(2)(N), provided that such uses will not significantly impair the Conservation Values. The finalization and adoption of the Public Access Plan by Grantee *[if Grantee is not the Tejon Ranch Conservancy, delete "Grantee" and insert "the Tejon Ranch Conservancy"]*, in accordance with the terms of the RWMP and this Section 8, shall be subject to approval by Owner Designee, which approval shall not be withheld if the Public Access Plan is consistent with the Adaptive Management Standard. In no event shall the Public Access Plan be amended without the approval of Owner Designee, which shall not be unreasonably withheld, conditioned or delayed. Grantee shall have the ability to grant a revocable license to permit Public access to the Easement Property for passive recreational uses, such as day hikes and overnight camping, only in accordance with the Public Access Plan and this Section 8. In no event, however, will Grantee have the right to permit Public access in the Designated Farm Areas, Designated Mining Areas, Designated Oil and Gas Areas or the Designated Water Bank Area, without the prior written consent of Grantor, which may be withheld in Grantor's sole discretion. Grantee's right to permit Public access to the Easement Property, and all access by the Public and other activities related to such right, is occasionally referred to in this Conservation Easement as "**Public Access**."

(b) **No Public Rights Created.** Neither the Public Access Plan nor this Conservation Easement conveys any right of access to the public at large or to any individual or entity other than to Grantee and, to the extent permitted by Section 20(b), the Third Party Beneficiary. Nothing contained in the Public Access Plan or in this Conservation Easement shall be deemed to be a gift or dedication of any portion of the Easement Property for use by the general public, and in no event shall any third party acquire any prescriptive rights in or over the Easement Property. Any Public Access authorized by Grantee pursuant to this Section 8 shall, in addition to all other restrictions and limitations hereunder, be subject to limitation, modification, or termination by Grantee at any time. Grantor shall have the right to require that Grantee, at its sole cost and expense, post signs on the Easement Property in accordance with Section 1008 of the California Civil Code in connection with any Public Access on the Easement Property.

9. **Remedies and Enforcement.**

(a) **Notice of Violation.** Except in connection with a Contract Violation (for which the Parties shall proceed under Section 9(b)), if either Grantee or Grantor (the "**Non-Defaulting Party**") reasonably determines that the other Party (the "**Defaulting Party**") is in violation of the terms of this Conservation Easement or that a violation is threatened, then the Non-Defaulting Party shall deliver a Notice of Violation to the Defaulting Party. Within fourteen (14) days after delivery of a Notice of Violation, Grantor and Grantee shall meet at a location that Grantor and Grantee agree upon to discuss the circumstances of the alleged or threatened violation and to attempt to agree on appropriate corrective action. If the Parties determine that it is appropriate and desirable, a Consulting Expert shall attend the meeting.

Grantor and Grantee shall each pay one-half of the costs of retaining the services of the Consulting Expert for such discussion; provided, however, if Grantor and Grantee are unable to agree upon a Consulting Expert, each Party may retain the services of an expert at its own expense. If Grantor and Grantee are unable to agree on appropriate corrective action within thirty (30) days after such meeting, then the Non-Defaulting Party shall deliver a further written notice to the Defaulting Party to demand reasonable, particular corrective action to cure the violation. The Defaulting Party shall cure the violation within thirty (30) days after delivery of such further notice, or, if the violation cannot reasonably be cured within such thirty (30) day period, shall commence curing the violation as soon as reasonably possible within such thirty (30) day period and shall continue diligently to complete the cure within a reasonable period thereafter.

(b) **Contract Violations.** If Grantee reasonably determines that a Contract Violation has occurred, Grantee shall deliver written notice that contains a reasonably detailed description of the alleged Contract Violation to Grantor. Within fourteen (14) days after delivery of such notice, Grantor and Grantee shall meet at a location that Grantor and Grantee agree upon to discuss the circumstances of the alleged Contract Violation and to attempt to agree on appropriate corrective action. If the Parties determine that it is appropriate and desirable, a Consulting Expert shall attend the meeting. Grantor and Grantee shall each pay one-half of the costs of retaining the services of the Consulting Expert for such discussion; provided, however, if Grantor and Grantee are unable to agree upon a Consulting Expert, each Party may retain the services of an expert at its own expense. If Grantor and Grantee are unable to agree on appropriate corrective action within thirty (30) days after such meeting, then Grantee shall deliver a further written notice to Grantor to demand reasonable, particular corrective action to cure the Contract Violation. Subject to the provisions of Section 9 (f), Grantor or the party causing the Contract Violation shall cure the Contract Violation within thirty (30) days after delivery of such further notice, or, if the Contract Violation cannot reasonably be cured within such thirty (30) day period, shall commence curing the violation as soon as reasonably possible within such thirty (30) day period and shall continue diligently to complete the cure within a reasonable period thereafter. For purposes of this Section, a reasonable period shall include all periods necessary for Grantor to bring an action to enforce the terms of the Existing Contract or New Contract, as applicable, to the extent necessary to cure the Contract Violation, and, if such action is brought, to diligently prosecute to completion a final, non-appealable decision in such action.

(c) **Emergency Enforcement.** Notwithstanding any of the foregoing, if at any time an ongoing or threatened violation of the terms of this Conservation Easement could significantly impair the Conservation Values or the Reserved Rights and the Non-Defaulting Party reasonably determines that irreparable harm would result if the Non-Defaulting Party were required to first complete the process set forth in Sections 9(a) or 9(b), the Non-Defaulting Party may proceed immediately to seek an injunction to stop the violation, temporarily or permanently.

(d) **Remedies.** If the Defaulting Party fails to cure a violation of this Conservation Easement in accordance with Section 9(a), or if Grantor fails to cure or to cause another party to cure a Contract Violation pursuant to Section 9(b) (but subject to Section 9(f)), then the Non-Defaulting Party may bring an action at law or in equity in accordance with Section 24(d) to enforce the terms of this Conservation Easement; provided, however, that Grantee shall

not have any right to enforce a violation of an Existing Contract or a New Contract that is not a Contract Violation. Notwithstanding anything to the contrary contained in this Conservation Easement, in no event shall the Defaulting Party (or, in the case of a Contract Violation, a party to an Existing Contract (other than an Existing Easement) or a New Contract) be liable to the Non-Defaulting Party (or, if applicable, to the Third Party Beneficiary, or to a party to an Existing Contract (other than an Existing Easement) or a New Contract) for, and the Parties and the Third Party Beneficiary each hereby waives its right to, any indirect, special, punitive, or consequential damages resulting from the Defaulting Party's breach of this Conservation Easement, whether foreseeable or unforeseeable. In addition, subject to Section 9(f), Grantor shall not be liable to Grantee for any monetary damages whatsoever in connection with a Contract Violation, unless Grantor knowingly allowed the Contract Violation. To the extent that Grantee or the Third Party Beneficiary recover any monetary damages for the cost of restoring any injury or damage to a portion of the Easement Property that is caused by Grantor's breach of this Conservation Easement, all such damages recovered by Grantee or the Third Party Beneficiary, as applicable, shall be applied to the cost of undertaking any corrective action to the applicable portion of the Easement Property. Notwithstanding anything to the contrary contained in California Civil Code Section 815.7(d), or any similar statute, the Parties and the Third Party Beneficiary each hereby waives any right to recover the costs of litigation, including reasonable attorneys' fees, in connection with any action to enforce this Conservation Easement. The Parties agree that this limitation of remedies provision shall be strictly enforced.

(e) **Remedies Cumulative.** Except to the extent that a Party's right to damages and recovery of litigation costs is limited in Section 9(d) and to the extent that the Third Party Beneficiary's remedies are limited in Section 9(g), the remedies described in this Section 9 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in California Civil Code Section 815 *et seq.*, inclusive. The failure of the Non-Defaulting Party to discover a violation or to take immediate legal action shall not bar the Non-Defaulting Party from taking such action at a later time.

(f) **Direct Actions for Contract Violations.** If Grantor fails to cure or to cause another party to cure a Contract Violation pursuant to Section 9(b), then Grantee shall have the right, but not the obligation, to bring an action at law or in equity against the other party to any Existing Contract or New Contract to enforce the terms of this Conservation Easement. In connection with any Contract Violation under an Existing Easement, notwithstanding anything else to the contrary contained in this Conservation Easement, Grantee agrees that Grantor shall not be obligated to cure any such Contract Violation (except as may be required as a result of an action brought by Grantee pursuant to the last sentence of this Section 9(f)) or to bring any legal action against the other party to the Existing Easement to cure such a Contract Violation, it being the intent of Grantor and Grantee that Grantee shall bear the cost (other than the incidental cost of Grantor's cooperation as provided in this Section 9(f)) of any such enforcement of this Conservation Easement as against the other party to an Existing Easement. If Grantee brings an action at law or in equity against the other party to any Existing Easement, but Grantee is unable to maintain a claim against the other party to the Existing Easement due to a court's determination that Grantor is a necessary party to the action, then Grantee may, promptly following such determination, request in writing that Grantor assign to Grantee any claims it may have against the other party to the Existing Easement for the Contract Violation and/or allow

Grantee to bring an action in Grantor's name, at no out-of-pocket cost or liability to Grantor, to enable Grantee to enforce the terms of this Conservation Easement against the other party to the Existing Easement. In no event shall Grantee have the right to bring an action against Grantor in connection with a Contract Violation under an Existing Easement, unless within forty-five (45) days after such written request (or such shorter time allowed by the court for Grantor to join the action), Grantor has not assigned its claims or allowed Grantee to bring an action in Grantor's name as set forth above.

(g) **Limited Third Party Beneficiary Enforcement Right.** The Third Party Beneficiary shall have the limited right to enforce an actual or threatened Third Party Enforceable Violation of this Conservation Easement. Prior to commencing any permitted enforcement action for an alleged Third Party Enforceable Violation, the Third Party Beneficiary shall attempt to allow Grantee to pursue enforcement of the Third Party Enforceable Violation in accordance with this Section 9(g). If the Third Party Beneficiary reasonably believes that a Third Party Enforceable Violation has occurred, the Third Party Beneficiary shall provide notice of the alleged Third Party Enforceable Violation to the Parties. If Grantee delivers a Notice of Violation for the alleged Third Party Enforceable Violation or is otherwise taking reasonable steps to cause Grantor to cure the alleged Third Party Enforceable Violation, then the Third Party Beneficiary shall not have any right to enforce such Third Party Enforceable Violation. If Grantee has not delivered a Notice of Violation for, or otherwise taken reasonable steps to cause Grantor to cure the alleged Third Party Enforceable Violation within thirty (30) days after receipt of notice from the Third Party Beneficiary, or if, after such thirty (30) day period and Grantee's receipt of a second notice from the Third Party Beneficiary, Grantee fails to diligently pursue the process set forth in Section 9(a) or to otherwise take reasonable steps to cause Grantor to cure the alleged Third Party Enforceable Violation, then the Third Party Beneficiary shall have the right to deliver a Notice of Violation for the alleged Third Party Enforceable Violation in accordance with Section 9(a) and to thereafter participate in the process set forth in Section 9(a) with Grantor and Grantee. If the alleged Third Party Enforceable Violation is not cured in accordance with Section 9(a), then the Third Party Beneficiary may file an action for relief in accordance with Sections 9(d) and 24(d). In no event shall any of the Resource Organizations, other than the Third Party Beneficiary, have any independent enforcement right in connection with this Conservation Easement, and neither the Resource Organizations nor the Third Party Beneficiary shall have any right to enforce a violation that is not a Third Party Enforceable Violation.

(h) **No Waiver.** Enforcement of the terms of this Conservation Easement against a Party shall be at the discretion of the Non-Defaulting Party, and any forbearance by the Non-Defaulting Party to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement shall not be deemed or construed to be a waiver by the Non-Defaulting Party of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of such Party's rights under this Conservation Easement. No delay or omission by the Non-Defaulting Party in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver. A Party's permission to carry out, or failure to object to, any proposed use or activity by the other Party shall not constitute consent to any subsequent use or activity of the same or any different nature. As used in this Section 9(h), "Non-Defaulting Party" and "Party" include the Third Party Beneficiary.

(i) **Acts Beyond Grantor's Control.** Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Easement Property to the extent resulting from (i) any natural cause, including, but not limited to, fire, flood, storm, or earth movement, beyond Grantor's reasonable control; (ii) acts by Grantee, its employees, agents, contractors and invitees; (iii) trespass or other acts by unrelated third parties that Grantor does not knowingly allow; or (iv) any action taken by Grantor in a good faith effort to prevent, abate, or mitigate injury to any person, personal property or to the Easement Property resulting from any of the foregoing causes.

(j) **Acts Beyond Grantee's Control.** Nothing contained in this Conservation Easement shall be construed to entitle Grantor to bring any action against Grantee for any injury to or change in the Easement Property to the extent resulting from (i) any natural cause, including, but not limited to, fire, flood, storm, or earth movement, beyond Grantee's reasonable control; (ii) acts by Grantor, its employees, agents, contractors and invitees; (iii) trespass or other acts by unrelated third parties (but this clause (iii) shall not apply to Public Access or acts of the Third Party Beneficiary) that Grantee does not knowingly allow; (iv) any action taken by Grantee in a good faith effort to prevent, abate, or mitigate injury to any person, personal property or to the Easement Property resulting from any of the foregoing causes.

10. **Insurance.**

(a) **Grantee's Responsibility.** Grantee shall obtain and maintain a policy of commercial general liability insurance insuring against bodily injury and property damage with respect to the activities of Grantee and Grantee's employees, agents, and invitees (including, but not limited to, any person who obtains access to the Easement Property pursuant to Section 8) on the Easement Property and other Conserved Lands. The policy, which may be in the form of an umbrella policy covering other activities or properties where Grantee is involved, shall (i) be written as primary insurance, (ii) have an initial combined limit of coverage not less than $_____ *[Insert amount required under Ranch Agreement]*, which shall be adjusted from time to time thereafter as commercially reasonable and provided any increase in coverage is available upon commercially reasonable terms, and (iii) shall name Grantor, any lender with a loan secured by all or a part of the Easement Property, as indicated by Grantor in writing, and any other party reasonably requested in writing by Grantor as additional insureds. In addition, Grantee shall obtain and maintain a policy of comprehensive automobile liability insurance with a policy limit of not less than $_____ *[Insert amount required under Ranch Agreement]* each accident for bodily injury and property damage, and insuring against all loss in connection with the ownership, maintenance and operation of automotive equipment that is owned, hired or non-owned, and Worker's Compensation with statutory limits. Not more often than once per year and upon not less than sixty (60) days prior written notice, Owner Designee may require Grantee to increase the insurance limit set forth above or to provide other forms of insurance, as commercially reasonable in light of the activities of Grantee and its employees, agents, and invitees on the Easement Property, provided that such increase or other forms of insurance is available upon commercially reasonable terms.

(b) **Grantor's Responsibility.** Grantor shall obtain and maintain a policy of commercial general liability insurance insuring against bodily injury and property damage with respect to the activities on the Easement Property of Grantor and Grantor's employees, agents,

and invitees. The policy, which may be in the form of an umbrella policy covering other activities or properties where Grantor is involved, shall be written as primary insurance, have an initial combined limit of coverage not less than $_____ *[Insert amount required under Ranch Agreement]*, which shall be adjusted from time to time thereafter as commercially reasonable, and shall name Grantee as an additional insured. In addition, Grantor shall obtain and maintain a policy of comprehensive automobile liability insurance with a policy limit of not less than $_____ *[Insert amount required under Ranch Agreement]* each accident for bodily injury and property damage, and insuring against all loss in connection with the ownership, maintenance and operation of automotive equipment that is owned, hired or non-owned, and Worker's Compensation with statutory limits.

(c) **Evidence of Insurance.** Promptly following the recordation of this Conservation Easement, and no less than fifteen (15) days prior to the expiration of any required coverage, Grantee and Grantor shall each deliver to the other Party a certified copy of its insurance policy or policies or a certificate issued by the insurance company (in a form reasonably satisfactory to the other Party) evidencing compliance with the insurance requirements under this Section 10.

(d) **No Limitation.** The insurance requirements in this Section 10 shall not in any way limit, in either scope or amount, the indemnity obligations separately owed by Grantor and Grantee under this Conservation Easement, or the liability of either Party for a breach of its obligations or for loss or damage for which a Party is responsible hereunder.

11. **Costs and Liabilities.**

(a) **In General.** Except to the extent otherwise stated in this Conservation Easement or to the extent of any Public Access, Conservation Activity or any acts by Grantee, or any of the other Grantee Indemnified Parties, pursuant to Section 3 or the RWMP, (i) Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Easement Property; and (ii) Grantor agrees that Grantee shall have no duty or responsibility for the operation, upkeep or maintenance of the Easement Property, the monitoring of hazardous conditions thereon, or the protection of Grantor, the public or any third parties (except for members of the Public or third parties that are permitted access in connection with any Public Access or Conservation Activity) from risks relating to conditions on the Easement Property. Notwithstanding the foregoing provisions of this Section 11(a), Grantee shall be responsible, and shall bear all costs and liabilities of any kind related to Public Access or to the Conservation Activities, including, but not limited to, the incremental upkeep of the Easement Property due to Public Access or the Conservation Activities; provided, however, nothing in this Section shall be construed as limiting Grantor's obligations to comply with the applicable BMPs; and provided further that Grantee shall not be responsible for costs and liabilities to the extent resulting from Grantor's negligence if Grantor actively undertakes any Conservation Activity on Grantee's behalf. Grantor shall be solely responsible for obtaining any applicable governmental permits and approvals for any activity or use permitted by this Conservation Easement that is undertaken by Grantor, and any activity or use shall be undertaken in accordance with all Applicable Laws. Grantee shall be solely responsible for obtaining any applicable governmental permits and approvals for any activity or

use permitted by this Conservation Easement that is undertaken by Grantee, and any activity or use shall be undertaken in accordance with all Applicable Laws.

(b) **Taxes.** Grantor shall pay before delinquency all Taxes, and shall furnish Grantee with satisfactory evidence of payment upon request. If any such Taxes are levied against Grantor or the Easement Property (or if the assessed value thereof is increased) as a result of any activities of Grantee on the Easement Property, including, but not limited to, any Public Access or Conservation Activity, then Grantee shall, upon demand, repay to Grantor the amount so paid. Nothing in this Section 11 shall be interpreted to obligate Grantor, and Grantee shall remain responsible, to pay any Taxes owed by Grantee as a result of a voluntary or involuntary transfer of Grantee's interests under this Conservation Easement.

12. **Indemnifications.**

(a) **By Grantor.** Grantor shall hold harmless, protect, defend (with counsel reasonably approved by Grantee) and indemnify the Grantee Indemnified Parties from and against any and all Claims arising from or in any way connected with: (i) any violation by Grantor of any Applicable Law in connection with this Conservation Easement or the Easement Property; or (ii) except to the extent of the negligence or willful misconduct of any of the Grantee Indemnified Parties, any injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Easement Property; provided, however, that Grantor's obligations under this Section 12(a)(ii) shall not apply to the extent that any Claim results from or is in any way connected with the following except to the extent of the gross negligence or willful misconduct of any of the Grantor Indemnified Parties: (A) any entry upon the Easement Property by any of the Grantee Indemnified Parties or any person permitted access to the Easement Property in connection with any Public Access or Conservation Activity or pursuant to Sections 3 or 20, (B) any Public Access or Conservation Activity, or (C) any act, omission, condition, or other matter related to or occurring on or about the Easement Property in connection with any Grantee Indemnified Party's activities pursuant to Section 3 or the RWMP.

(b) **By Grantee.** Grantee shall hold harmless, protect, defend (with counsel reasonably approved by Grantor) and indemnify the Grantor Indemnified Parties from and against any and all Claims arising from or in any way connected with: (i) any violation by Grantee of any Applicable Law in connection with this Conservation Easement or the Easement Property; or (ii) any injury to or the death of any person, or physical damage to any property, resulting from or in any way connected with (A) any entry upon the Easement Property by any of the Grantee Indemnified Parties or any person permitted access to the Easement Property in connection with any Public Access or Conservation Activity, (B) any Public Access or Conservation Activity, or (C) any act, omission, condition, or other matter related to or occurring on or about the Easement Property in connection with Grantee's activities pursuant to Section 3 or the RWMP; or (iii) any Hazardous Materials generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under or from the Easement Property by any Grantee Indemnified Party or by any person permitted access to the Easement Property pursuant to Sections 3 or 20 or in connection with any Public Access or Conservation Activity, or any exacerbation of an existing condition related to Hazardous Materials or underground storage tanks in, on, under or from the Easement Property by any Grantee Indemnified Party or any

person permitted access to the Easement Property pursuant to Sections 3 or 20 or in connection with any Public Access or Conservation Activity; provided, however, that Grantee's obligations under Section 12(b)(ii) and (iii) shall not apply to the extent that any Claim results from the gross negligence or willful misconduct of any of the Grantor Indemnified Parties.

(c) **Hazardous Materials Liability.** Without limiting the obligations of Grantor under Section 12(a), Grantor hereby releases and agrees to indemnify, protect and hold harmless the Grantee Indemnified Parties from and against any and all Claims arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, or otherwise associated with the Easement Property at any time, except any Hazardous Materials generated, treated, stored, used, released, disposed of, deposited or abandoned on the Easement Property (including by migration from adjacent property) by any Grantee Indemnified Party or by any person granted access to the Easement Property pursuant to Section 3 or 20 or in connection with any Public Access or Conservation Activity, and except to the extent that any Grantee Indemnified Party or any person granted access to the Easement Property pursuant to Section 3 or 20 or in connection with any Public Access or Conservation Activity exacerbates any existing condition related to Hazardous Materials or underground storage tanks in, on, under or from the Easement Property. This release and indemnification includes, but is not limited to, Claims for (i) injury to or death of any person or physical damage to any property; and (ii) the violation or alleged violation of, or other failure to comply with, any Environmental Laws by Grantor; provided, however that this release and indemnification shall not apply to the extent that any Claim results from or is in any way connected with the following except to the extent of Grantor's gross negligence or willful misconduct: (A) any entry upon the Easement Property by any of the Grantee Indemnified Parties or any person permitted access to the Easement Property in connection with any Public Access or Conservation Activity or pursuant to Sections 3 or 20, (B) any Public Access or Conservation Activity, or (C) any act, omission, condition, or other matter related to or occurring on or about the Easement Property in connection with any Grantee Indemnified Party's activities pursuant to Section 3 or the RWMP. If any action or proceeding is brought against any of the Grantee Indemnified Parties by reason of any such indemnified Claim, Grantor shall, at the election of and upon written notice from Grantee, defend such action or proceeding by counsel reasonably acceptable to the Grantee Indemnified Party.

(d) **No Owner or Operator Liability.** The Parties do not intend this Conservation Easement to be, and this Conservation Easement shall not be, construed such that it creates in or gives to Grantee any of the following solely as the result of being a passive holder of this Conservation Easement:

(1) The obligations or liability of an "owner" or "operator" or "arranger," as those terms are defined and used in Environmental Laws, including, but not limited to, CERCLA;

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

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

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

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

This provision, however, shall not relieve Grantee from any obligations or liabilities for any of the foregoing to the extent that such obligations or liabilities arise as a result of or in connection with any activities of Grantee or the Grantee Indemnified Parties on or about the Easement Property.

13. **Transfer of Easement.**

(a) **Voluntary Transfer.**

(1) In the event that Grantee desires to assign its interest under this Conservation Easement, Grantee shall provide Owner Designee and the Third Party Beneficiary with written notice of such desire. Owner Designee and the Third Party Beneficiary shall each have the right to approve or disapprove, in its sole discretion, any proposed voluntary assignment of Grantee's interest under this Conservation Easement and the proposed transferee. Owner Designee, Grantee and the Third Party Beneficiary intend that, in the selection of any transferee entity, preference be given to a qualified private nonprofit organization with the requisite experience in holding and monitoring conservation easements on properties similar to the Easement Property and preserving and protecting the Conservation Values. If Owner Designee and the Third Party Beneficiary approve of the proposed voluntary assignment, then the assignee shall be an entity selected by Owner Designee and the Third Party Beneficiary that is (a) qualified to hold a conservation easement under Section 815.3 of the California Civil Code; and (b) determined by Owner Designee and the Third Party Beneficiary, each in its sole discretion, to be: (i) experienced in holding and monitoring conservation easements on properties similar to the Easement Property; (ii) willing and financially able to assume all of the responsibilities imposed on Grantee under this Conservation Easement; and (iii) otherwise qualified to be a transferee of this Conservation Easement. Owner Designee and the Third Party Beneficiary shall have one hundred twenty (120) days to designate an assignee that Owner Designee and the Third Party Beneficiary reasonably determine meets such criteria. The one hundred twenty (120) day time period may be extended, and shall be extended so long as Owner Designee and the Third Party Beneficiary are taking reasonable steps to select an assignee. *[For Purchased Conservation Easements, include any limitations on use of Grantee's interest in the Conservation Easement as security for debt required by public funders.]*

(2) If Owner Designee and the Third Party Beneficiary each approve a voluntary assignment pursuant to Section 13(a)(1), but are unable to agree on a designated assignee, then the assignee shall be The Nature Conservancy, provided that The Nature Conservancy is (a) qualified to hold a conservation easement under Section 815.3 of the California Civil Code; and (b) determined by Owner Designee and the Third Party Beneficiary, each in its sole discretion, to be: (i) experienced in holding and monitoring conservation easements on properties similar to the Easement Property; (ii) willing and financially able to assume all of the responsibilities imposed on Grantee under this Conservation Easement; and

(iii) otherwise qualified to be a transferee of this Conservation Easement. If the foregoing criteria are not met, then Owner Designee and the Third Party Beneficiary shall be deemed to disapprove Grantee's voluntary assignment of its interest under this Conservation Easement. If, however, Grantee ceases to exist or no longer qualifies to hold the Conservation Easement under applicable state law, then Owner Designee and the Third Party Beneficiary shall proceed in accordance with the provisions of Section 13(b).

(3) Notwithstanding anything in this Section 13(a) to the contrary, (i) this Conservation Easement shall not be transferred by Grantee to any governmental entity or public agency without the consent of Owner Designee, which consent shall be in Owner Designee's sole and absolute discretion *[for Purchased Conservation Easements, include remedial provisions regarding transfer of Grantee's interest in the Conservation Easement to a successor easement holder for breach of funding requirements]*, and (ii) if the original named Grantee hereunder is not the Tejon Ranch Conservancy, and the Tejon Ranch Conservancy is then in existence and meets the criteria listed in Section 13(a)(2)(a)-(b), Grantee's title and interest under this Conservation Easement shall be transferred to the Tejon Ranch Conservancy.

(b) **Involuntary Transfer.** Notwithstanding any provision of this Conservation Easement to the contrary, in the event the existence of the Tejon Ranch Conservancy, or any successor holding the rights of the Tejon Ranch Conservancy pursuant to this Conservation Easement, is terminated for any reason, title to all interest in this Conservation Easement will immediately vest in The Nature Conservancy. If, however, The Nature Conservancy is no longer in existence, or, in the reasonable determination of Owner Designee and the Third Party Beneficiary, (i) not then qualified to hold a conservation easement under Section 815.3 of the California Civil Code; (ii) no longer experienced in holding and monitoring conservation easements on properties similar to the Easement Property; or (iii) not willing and financially able to assume all of the responsibilities imposed on Grantee under this Conservation Easement, then Owner Designee and the Third Party Beneficiary shall petition a court of competent jurisdiction to transfer this Conservation Easement to an organization that meets the criteria listed in Section 13(a)(2)(a)-(b) and that is a nonprofit organization that has qualified for exempt status under Code Section 501(c)(3) and is not a private foundation under Code Section 509. Grantor, Grantee, Owner Designee and the Third Party Beneficiary intend that, in the selection of a transferee entity as set forth above, preference be given to a qualified private nonprofit organization with the requisite experience in holding and monitoring conservation easements on properties similar to the Easement Property and preserving and protecting the Conservation Values. Notwithstanding the foregoing, if the original named Grantee hereunder is not the Tejon Ranch Conservancy, and the Tejon Ranch Conservancy is then in existence and meets the criteria listed in Section 13(a)(2)(a)-(b), Grantee's title and interest under this Conservation Easement shall vest in the Tejon Ranch Conservancy.

(c) **No Merger.** It is the intent of Grantor and Grantee that, if Grantee ever acquires fee title to all or a portion of the Easement Property, such fee title shall not merge (whether by operation of law or otherwise) with any of the rights granted by this Conservation Easement, and the Conservation Easement shall remain in full force and effect as to all portions of the Easement Property. Consistent with the foregoing, should Grantee acquire fee title to all or a portion of the Easement Property, Grantee shall assign this Conservation Easement to another entity pursuant to Section 13(a); provided, that if the Tejon Ranch Conservancy is

Grantee and acquires fee title to all or a portion of the Easement Property, the assignment of this Conservation Easement to another entity shall provide that all of Grantee's rights set forth in Section 7 (Grantee Activities) and Section 8 (Public Access) shall remain with the Tejon Ranch Conservancy and not the assignee for as long as the Tejon Ranch Conservancy remains the fee owner of the Easement Property or a portion thereof.

14. **Transfer of Easement Property.**

(a) **Reference; Notice.** Nothing contained in this Conservation Easement shall prohibit Grantor from separately selling, transferring or subdividing any portion of the Easement Property, separate from the balance of the Easement Property. Grantor covenants and agrees to reference this Conservation Easement and the RWMP in any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Easement Property, including, but not limited to, a leasehold interest or other New Contract subject to this Conservation Easement. Grantor further agrees to give written notice to Grantee of any transfer of a fee interest in any portion of the Easement Property. The failure of Grantor to perform any act provided in this Section 14 shall not impair the validity of any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Easement Property, impair the validity of this Conservation Easement nor limit the enforceability of this Conservation Easement in any way, and any transferee of title to all or any portion of the Easement Property shall take title subject to the terms of this Conservation Easement. Any successor in interest of Grantor, by acceptance of a deed, lease or other document purporting to convey an interest in the Easement Property, shall be deemed to have consented to, reaffirmed and agreed to be bound by and benefit from all of the terms, covenants, restrictions and conditions of this Conservation Easement to the extent applicable to the subject property and the interest obtained.

(b) **Subdivision and Sale of Easement Property**.

(1) The act of subdividing or transferring into separate ownership(s) all or any portion of the Easement Property (including creation and transfer of the transferred property as a separate legal lot, and any further subdivision or transfer thereof) does not create any new rights in the fee owner or the Grantee, or expand the scope of any rights in either the fee owner or the Grantee, to use the subdivided and/or transferred portions of the Easement Property (including, but not limited to, any rights to build new structures and improvements or expand existing structures, and any rights of access) beyond the intensity that would be permitted thereon under the Conservation Easement in the absence of the subdivision or transfer. The Parties further acknowledge that the Adaptive Management Standard recognizes that continued economic use of the Conserved Lands, as a whole, will be respected, but does not recognize any separate ownerships within those areas.

(2) Grantor covenants to include recitals in any deed or other legal instrument conveying an interest in the Easement Property or any portion thereof to a third party substantially consistent with the following: (a) except retained development rights reserved to Grantor in the Conservation Easement, the transferred property comes with no development rights, including but not limited to the right to construct dwelling units on the transferred property, (b) the transferred property is subject to significant use restrictions and to additional

requirements pursuant to the Ranch-Wide Management Plan, including, but not limited to, the right of Grantee to carry out Conservation Activities, permit Public Access, and establish Best Management Practices, all as set forth in the Conservation Easement, (c) the Adaptive Management Standard, established pursuant to the Conservation Easement, recognizes that continued economic use of the Conserved Lands (which, as defined in the Conservation Easement, includes areas in addition to the Easement Property), as a whole, will be respected, but does not require recognition of continued economic use of any separate ownerships within those areas, (d) the effect of Conservation Activities and Best Management Practices required pursuant to the Conservation Easement may result in disproportionate restrictions on or may effectively preclude some, and potentially even all, uses of the transferred property (if less than all of the Conserved Lands), or portions thereof, that are otherwise generally permitted on the Easement Property consistent with the Conservation Easement, and (e) the act of subdividing or transferring into separate ownership(s) all or any portion of the Easement Property (including creation and transfer of the transferred property as a separate legal lot, and any further subdivision or transfer thereof) does not create any new rights in the fee owner or the Grantee, or expand the scope of any rights in either the fee owner or the Grantee, to use the subdivided and/or transferred portions of the Easement Property (including, but not limited to, any rights to build new structures and improvements or expand existing structures, and any rights of access) beyond the intensity that would be permitted thereon under the Conservation Easement in the absence of the subdivision or transfer. Prior to or at the time of any such transfer, Grantor shall obtain from any such third party purchaser a written instrument signed by such purchaser wherein such purchaser acknowledges the foregoing recitals.

(c) **Transfer Fees.** Grantor recognizes that Grantee will incur direct and indirect costs for monitoring and administration of this Conservation Easement. Rather than charging such costs to Grantor, and in addition to any fees Grantee may receive under the Ranch Agreement, Grantor and Grantee agree that concurrently with each sale or transfer of the fee interest in all or any part of the Easement Property (other than Excluded Transfers, as defined below), Grantor and its successors in interest shall pay to Grantee, or its successor, as holder of this Conservation Easement, a fee ("**Transfer Fee**") equal to one-half of one percent (0.5%) of the purchase price. If the consideration for the transfer is not limited to payment of a purchase price, then the foregoing percentage shall be paid based upon the greater of the amount of monetary consideration actually paid (if any) and the fair market value of the applicable portion of the Easement Property (as encumbered by this Conservation Easement, but without reference to any mortgage, deed of trust or similar encumbrance on the Property) at the time of the transfer. For purposes hereof, there shall be no Transfer Fee payable upon an Excluded Transfer. Within five (5) business days after the close of escrow for any transfer of the Easement Property, the transferor shall, in addition to giving the notice of transfer to Grantee, either (i) pay the Transfer Fee to Grantee and concurrently deliver to Grantee a true and correct copy of the transferor's closing statement, or (ii) deliver to Grantee the transferor's closing statement together with a declaration executed by the transferor setting forth the facts which qualify the transfer as an Excluded Transfer. In the event that the transferor shall transfer the Property without payment of a Transfer Fee, both the transferor and its successor in interest shall become jointly and severally liable therefor, and Grantee shall have the right to bring suit to recover the Transfer Fee, interest thereon at the rate of the lesser of eight percent (8%) per annum or the maximum rate permitted by law from the date due until the date paid plus its costs of suit, including reasonable attorneys' fees.

(d) **Transfer of Mineral Rights.** Grantor shall not grant, transfer or otherwise convey any surface rights to extract any minerals, oil, gas or hydrocarbons, except within the Designated Mining Areas and the Designated Oil and Gas Areas. Nothing in this Conservation Easement shall prohibit or limit Grantor's right to extract minerals, oil, gas and hydrocarbons from any portion of the Easement Property through the surface of the Designated Mining Areas and the Designated Oil and Gas Areas, provided that such extraction does not cause material damage to the surface of the Easement Property (including groundwater), or the structures thereon, outside of the Designated Mining Areas and the Designated Oil and Gas Areas.

15. **Effect of Easement: Runs with the Land.** The Parties acknowledge that this Conservation Easement is an easement in gross, and that, pursuant to the terms of Sections 815 *et seq*. of the California Civil Code: (i) the Easement Property is declared to be open and natural land, and may not be converted or directed to any uses prohibited under this Conservation Easement; (ii) the Conservation Easement shall run with and burden the title to the Easement Property in perpetuity, and shall bind Grantor and all of the agents, devisees, administrators, employees, representatives, lessees, and assigns of Grantor, including all future owners, tenants, and occupants of the Easement Property to all the terms and conditions of this Conservation Easement, for the benefit of Grantee and the successors and assigns of Grantee; and (iii) the Conservation Easement shall confine the use of the Easement Property to such activities as are consistent with the terms of this Conservation Easement and the Conservation Purpose. Grantor agrees that any transfer by Grantor of any interest in the Easement Property shall be in accordance with the terms of Section 14 of this Conservation Easement.

16. **Extinguishment of Development Rights.** Grantor hereby grants to Grantee all development rights, except retained development rights reserved to Grantor herein, that are now or hereafter allocated to, implied, reserved or inherent in the Easement Property, and Grantor and Grantee agree that such development rights are terminated and extinguished. The Easement Property may not be used for the purpose of transferring development rights or calculating permissible development or lot yield of any other property.

17. **Termination.**

(a) **Voluntary Termination Prohibited.** Pursuant to Section 15, this Conservation Easement shall run with the land and burden title to the Easement Property in perpetuity. In making this Conservation Easement, Grantor has considered the possibility that uses prohibited by the terms of this Conservation Easement may become more economically valuable than permitted uses and that neighboring properties may in the future be put entirely to such prohibited uses. It is the intent of both Grantor and Grantee that any such changes shall not be deemed to be circumstances justifying the termination, extinguishment or modification of this Conservation Easement. In addition, the inability of Grantor, or Grantor's heirs, successors, or assigns, to conduct or implement any or all of the uses permitted under the terms of this Conservation Easement, or the unprofitability of doing so, shall not impair the validity of this Conservation Easement or be considered grounds for the termination, extinguishment or modification of same; provided, however, that the foregoing shall not prohibit Grantor, or Grantor's heirs, successors, or assigns from seeking any available remedy under Section 9 if it is

unable to conduct or implement any or all of the uses permitted under the terms of this Conservation Easement as a result of any violation of this Conservation Easement by Grantee.

(b) **Judicial Extinguishment.** This Conservation Easement may not be extinguished unless circumstances arise in the future that make it impossible to achieve the Conservation Purpose, and, in any event such extinguishment may be accomplished only by appropriate judicial proceedings. No such extinguishment shall affect the value of Grantee's interest in the Easement Property, and if the Easement Property, or any interest therein, is sold, exchanged, or taken after such extinguishment, Grantee shall be entitled to receive its pro-rata share of the proceeds of such sale, exchange or taking. The amount of the compensation to which Grantee shall be entitled from any sale, exchange, or taking of all or any portion of the Easement Property subsequent to such extinguishment shall be based on the respective fair market values of the interests of Grantee and Grantor extinguished as determined in the judicial extinguishment proceedings, and Grantee shall use any proceeds received in a manner consistent with the conservation objectives exemplified by this Conservation Easement.

(c) **Condemnation.** If all or part of the Easement Property is taken by the exercise of the power of eminent domain by public, corporate, or other authority so as to abrogate the restrictions imposed by this Conservation Easement, Grantor and Grantee shall each have the right to separately initiate or join in appropriate actions at the time of such taking to recover the full value of its respective interest in the subject portion of the Easement Property involved in the taking and all incidental or direct damages resulting from the taking, it being expressly agreed that the Conservation Easement constitutes a compensable property right, and the proceeds shall be divided based on the respective values of the interests of Grantor and Grantee, as determined in any such action. Grantor and Grantee shall each pay their respective costs and expenses in connection with any such action.

18. **Written Notices.** Any notice, demand, request, consent, approval, or communication that a Party desires or is required to give to another Party (including, for purposes of this Section 18, the Third Party Beneficiary and Owner Designee) shall be in writing and be served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class, certified mail, postage fully prepaid and return receipt requested, addressed as follows:

To Grantor:	Tejon Ranchcorp P.O. Box 1000 Lebec, CA 93243 Fax: (661) 248-3100 Attn: General Counsel
Overnight mail address:	4436 Lebec Road Lebec, CA 93243 Attn: General Counsel
To Grantee:	_____ _____ _____

To Third Party Beneficiary: _____
_____
_____

To Owner Designee: _____
_____
_____

or to such other address as a Party shall designate by written notice to the others. Notice shall be deemed effective upon actual receipt by any of the addressees designated above for such Party in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class, certified mail, upon the first to occur of: (a) actual receipt by any of the addressees designated above for such Party; or (b) within five (5) days after a certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail.

19. **Amendment.** This Conservation Easement may be amended by Grantor and Grantee only by a written agreement signed by both Parties. In addition, if the amendment significantly adversely affects the Conservation Purpose or Grantee's rights or obligations hereunder, the express approval of the Third-Party Beneficiary to such amendment shall be required, which approval shall not be unreasonably withheld, conditioned or delayed. *[For Purchased Conservation Easements, include any approval right for funding entity required by public funders.]* Any such amendment shall be consistent with the Conservation Purpose of this Conservation Easement, the Ranch Agreement, the RWMP, and California law governing conservation easements, and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of Kern and Los Angeles Counties, State of California.

20. **Third Party Beneficiary.**

(a) **Third Party Beneficiary; Right of Enforcement.** As and to the extent set forth in this Section 20, the Third Party Beneficiary shall be a third party beneficiary to this Conservation Easement. In addition to the rights expressly granted to the Third Party Beneficiary elsewhere in this Conservation Easement, the Third Party Beneficiary shall have the right provided in Section 9(g) to enforce the terms, covenants, conditions, and restrictions of this Conservation Easement to the extent and in the manner permitted by such Section.

(b) **Right of Inspection.** In addition, the Third Party Beneficiary shall have the right, not more than once per year and for no more than thirty (30) days per year, to enter onto the Easement Property in accordance with the procedure set forth in Section 7(a) in order to monitor and inspect compliance with the terms, conditions, restrictions and covenants of this Conservation Easement.

21. **Existing Contracts.** Grantor shall use good faith efforts to cause the BMPs to apply to uses that are authorized by an Existing Contract to the maximum extent permitted by the terms of the applicable Existing Contract; provided, however, that the Parties agree that good

faith efforts shall not include, and Grantor shall not be required to bring, an action against any party or terminate any Existing Contract.

22. **Owner Designee.** Where the consent, approval or other determination is required from Owner Designee under this Conservation Easement, such consent, approval or other determination by Owner Designee shall be binding upon Grantor and the Easement Property. In no event shall Owner Designee have any liability to Grantor in connection with any such consent, approval or other determination that is made in good faith by Owner Designee. Owner Designee shall keep Grantor reasonably informed of its activities pursuant to this Conservation Easement.

23. **Additional Instruments.** Subject to Grantor's prior written approval, which shall not be unreasonably withheld, Grantee may record or file from time to time any and all notices or instruments that may be required to ensure the perpetual enforceability of this Conservation Easement, including (but not limited to) re-recording this Conservation Easement, or a copy thereof, for such purpose. Grantor agrees to execute, acknowledge, and/or deliver (as applicable) any and all such notices or instruments upon request from Grantee to do so.

24. **General Provisions.**

(a) **Interpretation.** This Conservation Easement shall be construed so as to qualify as a conservation easement under Section 815 *et seq.* of the California Civil Code. The provisions of this Conservation Easement shall be liberally construed to effectuate the Conservation Purpose, notwithstanding economic or other hardship or changes in circumstances or conditions. Any and all recitals in this Conservation Easement are accurate and shall constitute an integral part of this Conservation Easement, and this Conservation Easement shall be construed in light of those recitals. Any and all exhibits, schedules, and addenda attached to and referred to in this Conservation Easement are hereby incorporated into this Conservation Easement as fully as if set out in their entirety herein. If any provision in this Conservation Easement is found to be ambiguous, an interpretation consistent with the Conservation Purpose that would render the provision valid shall be favored over any interpretation that would render it invalid. The Parties acknowledge that each Party and its counsel have had the opportunity to review and revise this Conservation Easement and that no rule of construction that ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Conservation Easement. In the event of any conflict between the provisions of this Conservation Easement and the provisions of any use and zoning restrictions of the State or local government, the more restrictive provisions shall control.

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

(c) **Venue.** Subject to Section 24(d), venue for any action arising out of this Conservation Easement, including any dispute resolution procedure to enforce this Conservation Easement, shall be in the Superior Court for the county in which the Easement Property, or the majority thereof, is located.

(d) **Judicial Reference.** It is the desire and intention of the parties to agree upon a mechanism and procedure under which controversies and disputes arising out of this Conservation Easement or related to the Easement Property will be resolved in a prompt and expeditious manner. Accordingly, except with respect to actions in which a Party seeks an injunction pursuant to Section 9(c), any action, proceeding or counterclaim brought on any matters arising out of or in any way connected with this Conservation Easement or the Easement Property, and/or any claim of injury or damage, whether sounding in contract, tort, or otherwise, shall be heard and resolved by a referee under the provisions of the California Code of Civil Procedure, Sections 638 - 645.1, inclusive (the "**Referee Sections**"). The venue of the proceedings shall be as set forth in Section 24(c). Within ten (10) days after receipt by any party of a written request to resolve any dispute or controversy pursuant to this Section 24(d), the parties to such dispute shall agree upon a single referee who shall try all issues, whether of fact or law, and report a finding and judgment on such issues as required by the Referee Sections. If the parties are unable to agree upon a referee within such ten (10) day period, then any party may thereafter file a motion for the purpose of appointment of a referee under the Referee Sections. If the referee is appointed by the court, the referee shall be a neutral and impartial retired judge with substantial experience in the relevant matters to be determined, or, if no such retired judge is available, the referee shall be a neutral and impartial lawyer with substantial experience in the relevant matters to be determined. The proposed referee may be challenged by any party for any of the grounds listed in the Referee Sections. The referee shall have the power to decide all issues of fact and law and report his or her decision on such issues, and to issue all available remedies, subject to the limitations of this Conservation Easement. The parties shall be entitled to conduct all discovery as provided in the California Code of Civil Procedure, and the referee shall oversee discovery and may enforce all discovery orders in the same manner as any trial court judge, with rights to regulate discovery and to issue and enforce subpoenas, protective orders and other limitations on discovery available under California law. The reference proceeding shall be conducted in accordance with California law (including the rules of evidence), and in all regards, the referee shall follow California law applicable at the time of the reference proceeding. The parties shall promptly and diligently cooperate with one another and the referee, and shall perform such acts as may be necessary to obtain a prompt and expeditious resolution of the dispute or controversy in accordance with the terms of this Section 24(d). In accordance with Section 644 of the California Code of Civil Procedure, the decision of the referee upon the whole issue must stand as the decision of the court, and upon the filing of the statement of decision with the clerk of the court, or with the judge if there is no clerk, judgment may be entered thereon in the same manner as if the action had been tried by the court. Any decision of the referee and/or judgment or other order entered thereon shall be appealable to the same extent and in the same manner that such decision, judgment, or order would be appealable if rendered by a judge of the superior court in which venue is proper hereunder. The referee shall in his/her statement of decision set forth his/her findings of fact and conclusions of law. The parties intend this general reference agreement to be specifically enforceable in accordance with the Code of Civil Procedure. Nothing in this Section 24(d) shall prejudice the right of any party to obtain provisional relief or other equitable remedies from a court of competent jurisdiction as shall otherwise be available under the Code of Civil Procedure and/or applicable court rules.

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

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

(g) **Entire Agreement.** This instrument, together with the attached exhibits and schedules, sets forth the entire agreement of the Parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with Section 19.

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

(i) **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's fee title in any respect.

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

(k) **Counterparts.** This Conservation Easement may be signed in one or more counterparts, all of which shall constitute one and the same instrument.

(l) **Authority.** Each of the persons signing this Conservation Easement on behalf of a Party hereby represents that he or she has the requisite authority to bind the Party on whose behalf he or she is signing this Conservation Easement, and that all requisite approvals of such Party, its [Board of Directors], shareholders, members, general partners, or others have been obtained.

(m) **Terms**.

(1) The terms "Grantor" and "Grantee," wherever used in this Conservation Easement, and any pronouns used in place thereof, shall mean and include, respectively: (i) the named Grantor and the personal representatives, heirs, devisees, and assigns of such named Grantor, and all other successors of such Grantor, as their interests may appear; and (ii) the named Grantee and the personal representatives, heirs, devisees, and assigns of such named Grantee, and all other successors of such Grantee, as their interests may appear. If the Easement Property is owned by more than one fee owner, the term "Grantor" includes each such owner; provided, however, that where this Conservation Easement provides that an approval or

determination is to be made by Grantor with respect to any Conservation Activity located on, or any requested access to, any portion of the Easement Property, such approval or determination shall be made only by the owner(s) of such property.

(2) All statutory references in this Conservation Easement shall mean and include the applicable statute, as amended from time to time, or, if such statute is repealed and replaced, any successor statute.

(n) **Exhibits.** The following exhibits are attached to and are incorporated into this Conservation Easement:

Exhibit A:	Legal Description of Easement Property
Exhibit B:	Map of Easement Property
Exhibit C:	Map of Tejon Ranch
Exhibit D:	Map of Designated Use Areas
Exhibit E:	Map of Development Areas
Exhibit F:	Map of Disturbance Areas
Exhibit F-1	Map of Disturbance Area A
Exhibit F-2	Map of Disturbance Area B
Exhibit F-3	Map of Disturbance Area C
Exhibit F-4	Map of Disturbance Area D
Exhibit F-5	Map of Disturbance Area E
Exhibit F-6	Map of Disturbance Area F
Exhibit F-7	Map of Disturbance Area G
Exhibit F-8	Map of Disturbance Area H
Exhibit G:	Access Procedure Agreement

[Signatures follow on next page.]

IN WITNESS WHEREOF, the Parties have executed this Conservation Easement as of the Agreement Date.

GRANTOR:	GRANTEE:
TEJON RANCHCORP, a California corporation	TEJON RANCH CONSERVANCY, a California nonprofit public benefit corporation *[Or Alternate Easement Holder]*
BY: _____	BY: _____
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

State of California)

County of _____)

On _____ before me, (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

State of California)

County of _____)

On _____ before me, (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

Legal Description of Easement Property

[To be attached at the time of execution. If the Easement Property is located in both Kern and Los Angeles Counties, include portion within Kern County on Exhibit A-1 and portion within Los Angeles County on Exhibit A-2]

Exhibit N - Page 49

EXHIBIT B

Map of Easement Property

[To be attached at the time of execution]

Exhibit N - Page 50

EXHIBIT C

Map of Tejon Ranch

[To be attached at the time of execution]

Exhibit N - Page 51

EXHIBIT D

Map of Designated Use Areas

[To be attached at the time of execution]

Exhibit N - Page 52

EXHIBIT E

Map of Development Areas

[To be attached at the time of execution]

Exhibit N - Page 53

EXHIBIT F

Map of Disturbance Areas

[To be attached at the time of execution]

Exhibit N - Page 54

EXHIBIT G

Access Procedure Agreement

[To be attached at time of execution. The Access Procedure Agreement is intended to document the Parties' agreement, as of the Agreement Date, regarding specific policies and procedures that would permit Grantee to access the Easement Property for routine inspection and monitoring activities consistent with operational, safety and similar considerations upon not more than 48 hours prior written notice.]

Exhibit N - Page 55

EXHIBIT O

Appraisal Instructions

BASIC SPECIFICATIONS FOR APPRAISAL

GENERAL SPECIFICATIONS

Scope of Service. The appraiser shall furnish all materials, supplies, tools, equipment, personnel, and travel and shall complete all requirements of this contract including performance of the professional services listed herein.

The project consists of one (1) self–contained appraisal report and _____ copies for each separate parcel of real property described in Attachment 1 attached hereto (each, a "Parcel" and collectively, the "Property"). The report for each Parcel shall provide an estimate of market value of such Parcel for the purpose of conveying development rights over each Parcel through the recordation of a conservation easement over such Parcel, or subject to agreement of the applicable parties, by conveyance of a fee interest in the Property, and shall conform to the most recent edition of the Uniform Standards of Professional Appraisal Practice ("The Standards") published by the Appraisal Standards Board of The Appraisal Foundation. The appraiser is expected to be familiar with The Standards.

Appraisal Date. The date of the value estimate shall be [to be inserted as mutually agreed upon after the exercise of appraisal process].

Appraisal Report. The appraiser shall make a field inspection of the Property and shall make such investigations and studies as are necessary to derive sound conclusions and to prepare the appraisal report.

Definition of Terms. Unless specifically defined herein or in The Standards, definitions of all terms are the same as those found in the most recent edition of The Dictionary of Real Estate Appraisal (published by the Appraisal Institute).

TECHNICAL SPECIFICATIONS

Format. The report shall be typewritten on bond paper sized 8 1/2 by 11 inches with all parts of the report legible and shall be bound with a durable cover. The face of the report shall be labeled to identify the Property, appraiser's name and address, and the date of the appraisal. All pages of the report, including the exhibits, shall be numbered.

Contents. Following is a suggested format. Although it is not required that the appraiser strictly adhere to it, all items must be addressed if applicable.

PART I – INTRODUCTION

1. Title Page.

2. Letter of Transmittal.

3. Table of Contents.

4. Appraiser's Certification. The appraisal must include a certification similar to that included in The Standards and must include the appraiser's name, address, identifying number, and the appraiser's qualifications, such as background, experience, education, and membership, if any, in professional appraiser associations.

5. Summary of Salient Facts and Conclusions.

6. Photographs of Subject. Provide original color photographs or high quality color copies of photographs of the Property. Photographs may be a separate exhibit in the addenda or included with the narrative description of the Property and/or comparable sales. Show the following information with each photograph:

   6.1 Identify the photographed scene. Indicate direction of view, vantage point, and other pertinent information. A map may be used to show some of this information.

   6.2 The name of the photographer.

   6.3 The date the photograph was taken.

7. Statement of Assumptions and Limiting Conditions. Note the following:

   If the appraisal has been made subject to any encumbrances against the real property, such as easements, that shall be stated. It is unacceptable to state that the real property has been appraised as if free and clear of all encumbrances, except as stated in the body of the report; the encumbrances must be identified in this section of the report.

   Assumptions and limiting conditions that are speculative in nature are inappropriate. Do not include limiting conditions that significantly restrict the application of the appraisal.

8. Scope of the Appraisal. This section shall fully describe the extent of investigation and analysis. The scope of work should be consistent with the intended use of the appraisal. The scope should include a discussion of any specific appraisal challenges such as (i) property size, (ii) existing long-term leases, (iii) oil field impediments, and (iv) access rights.

9. Purpose of the Appraisal. Estimation of market value of (i) interests to be transferred pursuant to a conservation easement, or (ii) subject to agreement by the applicable parties, a fee interest in the Property. Note the following:

A description of the property rights appraised is to be included under factual data rather than in the purpose section.

10. Intended Use. The intended use of the appraisal is to determine the market value of (i) interests to be transferred pursuant to a conservation easement, or (ii) subject to agreement by the applicable parties, a fee interest in the Property.

Part II – FACTUAL DATA

11. Real Property Interest.

11.1 Legal Description. Note the following: The Property is not legally defined as a separate parcel from adjacent land; therefore the description of the Property attached as Attachment 1 includes a combination of a map, assessor parcel number and narrative description.

11.2 Property Rights. The property rights to be appraised are:

(a) Fee simple before grant of conservation easement, (a) subject to all existing third-party rights, as described in Attachment 2 and (b) exclusive of those specific Additional Reservations as specified in Attachment 2 attached hereto, and (c) including the Additional Interests to be Included in Valuation as specified in Attachment 2 (collectively, the "Specific Property Rights").

(b) Fee simple title after grant of conservation easement, taking into consideration all restrictions imposed in the conservation easement against landowner's use of the Property and rights granted to the easement holder in the conservation easement, and also taking into account the Specific Property Rights. The restrictions and permissions and the conservation values of the conservation easement are summarized in the form of conservation easement attached as Attachment 3 ("Conservation Easement Form").

(c) Residual value of conservation easement for each Parcel, calculated as the difference between subpart (a) and subpart (b) above.

11.3 Area, City and Regional Data. The use of boilerplate demographic and economic data is unnecessary and undesirable. Report only those data that directly impact the market analysis.

(a) Area Map. Include a small-scale map showing the general location of the Property. It can be placed here or in the addenda.

(b) Regional Map. Show the Property on a regional large-scale map. The map may be placed here or in the addenda.

11.4 Property Data. Include the following:

(a) Site Description. Dimensions, size, shape, vegetative cover, soil types, topography, elevations, wetlands, flood plains, view, timber, water rights, effect of

encumbrances, livestock forage, access, road frontage, utilities, location, or other characteristics that may affect value. A statement must be made concerning the existence or nonexistence of mineral deposits having a commercial value.

(b) Improvements. Improvements (excluding personal property).

(c) Sales History. The appraiser shall report all sales, transfers or exchanges of the Property within the most recent five year period.

(d) Zoning and other land-use restrictions. The appraiser shall identify, in addition to zoning, all other land-use and environmental regulations, outstanding rights, and reservations that have an impact on the highest and best use and value of the Property.

(e) Appraised Property Map or Plat. If provided by TRC, show the dimensions and topography of the Property in detail on a large-scale topographic map, at least 1 inch to the mile. The map may be placed here or in the addenda. For purposes of this appraisal, the appraiser may use any appropriate map previously prepared by or for and made available by the client to satisfy mapping needs.

Part III – DATA ANALYSES AND CONCLUSIONS

12. Real Property Valuation.

12.1 The transaction shall include the conveyance of conservation easements in substantially the same form as the Conservation Easement Form in Attachment 3, or subject to the agreement of the applicable parties, may include the sale of a fee interest in the Property. The valuation of the Property must be based on an analysis of the highest and best use of the Property. The highest and best use conclusion must be clearly supported by market evidence. Sale or exchange to the United States, the State of California, or another public or nongovernmental nonprofit entity may not be an acceptable highest and best use without adjustment that takes into consideration any bargain sale or non-cash component of such transaction. The use to which the government will put the property after it has been acquired is, as a general rule, rarely the highest and best use, and often these properties will be conveyed through bargain sale transactions.

12.2 If the highest and best use is for assemblage, describe and explain the relationship of the appraised Property to the property to which it would be joined. If speculation or investment is the highest and best use of the Property, describe and explain its interim and most probable ultimate use.

12.3 Market value cannot be predicated upon potential uses that are speculative and conjectural. The appraiser's opinion of a reasonable probability of a zoning change must have a factual foundation. The appraisal report shall include a description of the investigation undertaken to determine the probability of rezoning. The investigation shall include thorough research of the use(s) and zoning of properties situated similarly to the subject

Property within the area covered by the zoning authority. The stated rezoning conclusion shall be supported by facts surfaced in the research. The Property cannot be valued as if it were already rezoned for a different use. The Property must be valued only in light of the probability of obtaining a zoning change.

13. Methods of Valuation.

13.1 Value Estimate by the Sales Comparison Approach.

(a) If there is a substantial record of similar conservation transactions, the market value of interests to be conveyed should be defined based on the Sales Comparison Approach. Arms-length transactions, comparable to the land under appraisement, reasonably current, are the best evidence of market value. The United States federal courts recognize the sales comparison approach as being normally the best evidence of market value.

(b) Include a sales adjustment chart summarizing the quantitative adjustments (if supportable by market data) and qualitative adjustments and showing the final adjusted sale prices and how the sales compare with the Property.

(c) The documentation of each comparable sale shall include, as appropriate:

- Parties to the transaction
- Date of transaction
- Confirmation of the transaction with buyer, seller, broker, or other person having knowledge of the price, terms, and conditions of sale
- Buyer motivation
- Location
- Size
- Legal description, if available
- Property rights conveyed
- Consideration
- Financing terms
- Sale conditions, such as arms-length or distressed

- Improvements
- Physical description (topography, vegetative cover, water influence, and other characteristics)
- Non-realty items, if applicable
- Zoning
- Current use
- Topographic map
- Photographs which are practical and meaningful considering size and characteristics of property

(d) Include a list of the sales considered, but not actually used, in the addenda. Cite pertinent facts such as date, size, buyer and seller, price, terms, location, and explain why each sale was not used.

13.2 Value Estimate by the Before and After Approach.

(a) If there is not a substantial record of similar conservation transactions, the market value of the interests to be conveyed is generally equal to the difference between the market value of the Property before the transaction (using highest-and-best-use analysis) and the market value of the interests retained by the transferor after the transaction (the "before-and-after valuation method"), utilizing the sales comparison approach for the Property as the preferred method, but also addressing the cost approach, and income capitalization approach described in Sections 13.3 and 13.4 below.

(b) If the before-and-after valuation method is used, the market value of the Property before the transaction must take into account not only the current use of the Property, but also an objective assessment of how immediate or remote the likelihood is that the Property, absent restriction, would in fact be developed, as well as any effect from zoning, conservation, or historic preservation laws that already restrict the Property's potential highest and best use. The market value assessment must also take into account the effect of the retained limited development. The appraisal of the Property's before and after values must also take into account the effect of the restrictions that will result in a reduction of the potential market value represented by highest and best use but will, nevertheless, permit uses of the Property that will increase its market value above that represented by the Property's current use. The value of a conservation easement should not be reduced by

reason of the existence of any restrictions on the transfer of such conservation easement which is designed solely to ensure that the conservation easement will be dedicated perpetually to conservation purposes.

13.3 Value Estimate by the Cost Approach. If practical, estimate the value of the land as though vacant and available for its highest and best use. Estimating land value by the use of confirmed sales of comparable, or nearly comparable, lands having like optimum uses is the preferred method.

13.4 The Income Capitalization Approach. The income capitalization approach uses mathematical procedures (discounted cash-flow analysis) to analyze a property's capacity to generate benefits (usually monetary) and convert these benefits into an indication of present value. All data shall be market-supported.

14. Correlation and Final Conclusion of Market Value. The appraiser must avoid making a summation appraisal. The appraiser is responsible for the final opinion of value even if it relies upon estimates developed by others (e.g., timber cruisers, mineral appraisers, cost estimators).

Part IV – EXHIBITS AND ADDENDA

Follow The Standards' guidance for exhibits and addenda. Include those items which are applicable to the appraisal problem but are not included in the body of the report, including but not limited to maps, comparable sales data, legal description, title information, photographs, references and qualification information on the appraiser.

ATTACHMENT 1

MAP AND DESCRIPTION OF PROPERTY TO BE APPRAISED

[to be attached]

Exhibit O – Page 8

ATTACHMENT 2

SPECIFIC PROPERTY/RIGHTS AND EXISTING THIRD-PARTY RIGHTS

A. Existing Encumbrances per Preliminary Title Report

B. Additional Reservations From Interests To Be Valued:

1. Rent under existing leases;

2. All mineral rights, including surface access rights. It is transferor's policy to require that its mineral lessee or operator negotiate in good faith directly and reach an accommodation agreement with the surface owner for reasonably sized and spaced surface access locations which will not unreasonably interfere with the surface owner's present and future use of the Property. Transferor shall give notice to any mineral lessee or operator of this policy in its mineral lease, and will require that the mineral lessee or operator so negotiate directly with the surface owner; and

3. All water rights, except for surface and ground water rights appurtenant to the Property.

C. Additional Interests To Be Included In Fee Valuation:

1. Access rights as reasonably required for the highest and best use of the Property; and

2. Surface and groundwater rights appurtenant to the Property.

ATTACHMENT 3

FORM CONSERVATION EASEMENT

[to be attached]

Exhibit O – Page 10

EXHIBIT P

Qualified Appraisers

Brad Adams, MAI
Property Advisory Consultants, Inc.

Rob Caringella, MAI
Jones, Roach & Caringella, Inc.

Rich Donahue, MAI
Integra Realty Resources

Thomas W. Erickson, MAI
TW Erickson & Associates

Michael Frauenthal
Michael Frauenthal and Associates

James W. Garrett, MAI
J.W. Garrett & Associates

James Hammock, MAI
Hammock, Arnold and Smith Company

Fran Mason, MAI
Mason & Mason

Kioren Moss, MAI
Moss and Associates

Todd Murphy, MAI
Schenberger, Taylor, McCormick & Jecker

Wayne Prescott, MAI
The Schmidt-Prescott Group

Stephen D. Roach, MAI
Jones, Roach & Caringella, Inc.

Dennis Smith, MAI
Smith and Associates, Inc.

Mike Waldron, MAI
Waldron & Associates

EXHIBIT Q-1

Required Measures for Centennial

Centennial
Natural Resource Protection and "Smart Design" Program

The Centennial development footprint is shown on Exhibit J-1. The following programs will be included in the Centennial Initial Entitlement application:

Carbon Footprint

A. The project design will incorporate an efficient, compact land use pattern with residential densities clustered around several commercial cores to promote walkability. In addition, the following measures will be utilized to minimize the project's carbon footprint:

1. Implement an on-site shuttle-bus transit system to connect residents to jobs, schools and shopping within the community.

2. Promote alternative fuels for transit system if available.

3. Reserve at least two locations with adequate pedestrian, bicycle, and parking facilities for off-site transit connection service.

4. Make sure that all residents can readily access transit by creating paths, accessways, or other land plan techniques to reduce walking distances between homes, employment, commercial and transit stops, and provide transit access within 1/4 miles of most homes.

B. Site Planning and Design:

1. Construct a multi-purpose internal trail system that includes off-road bikeways, within the street right-of-way (paseos) and within a greenway system.

2. Construct Class II bike lanes within pavement sections that are large enough to accommodate an NEV system.

3. Include passive solar design techniques into Design Guidelines for all commercial and residential structures.

4. Where a photovoltaic system is practical, provide purchaser of a new home with the option to install a photovoltaic solar system as part of their house.

5. Provide information to Los Angeles County and request the County's support for a public financing methodology that will allow Centennial homeowners to finance the additional costs of photovoltaic systems over time, rather than by a one-time payment and if agreeable to Los Angeles County, work with County staff to implement such a program.

C. Energy Use – Use the Master Developer Design Review process to assure that energy efficiency in residential and commercial buildings is at least 25% better than current Title 24 through requirements such as:

1. High performance glazing

2. Energy Star compliant systems and appliances

3. Radiant heat roof barriers

4. Insulation on all pipes

5. Programmable thermostats

6. Fluorescent bulbs

7. Solar access

8. Sealed ducts

9. Zero use of CFC refrigerants in commercial buildings

10. Provide extensive list of builder options/BMPs through Green Program to achieve energy reduction

D. Resource Conservation:

1. Establish and operate a community waste recycling program including education and outreach, recycled waste pickup and drop-off services.

2. Require construction contractors, builders and custom lot owners to recycle a minimum of 50% construction waste by weight.

3. Require 70 % of resort and residential pools and spas to have an active solar heating component.

4. Establish an ongoing educational outreach program for original and subsequent purchasers, informing them of the natural resource issues within the Centennial Project, and on the larger Tejon Ranch. Work with the Tejon Ranch Conservancy and conservation organizations like the Mountain Lion Foundation, The Nature Conservancy, Endangered Habitats League, the Sierra Club, the Audubon Society, and the Natural Resources Defense Council to prepare, periodically review, and produce materials used in the educational program.

Water Supply

The following measures will be used to reduce Centennial's water demands:

1. Implement measures to reduce water demand to:

a. At least 25% less water use than the average water use of existing residential structures in the region

b. Low flow water fixtures used throughout all new construction

c. 50% commercial use of recycled water

d. Native, drought-tolerant and/or California friendly plant species shall comprise 75% of plant palette (parks, medians, greenways, etc.)

e. Drip or low volume heads for irrigation systems

f. Hydrozones for plant materials

g. Utilize sensors to reduce over-watering in common areas

h. 100% reclaimed water use for landscaping

i. 20% maximum turf in landscaped commercial areas

j. 45% maximum turf in front yard- residential

2. Incorporate aquifer recharge/water banking/storm water recharge

Water Quality

The water quality program will include compliance with Best Management Practices during project construction, surface water treatment through an extensive system of vegetated swales and infiltration basins. The following measures will be utilized to minimize impacts to water quality:

1. Conserve environmentally sensitive natural areas including existing primary drainages

2. Construct greenways to implement non-traditional “green infrastructure”

3. Minimize impervious surfaces

4. Construct pockets of green space throughout the community to allow for natural percolation of runoff

5. Construct a combination of infiltration basins, bio-retention areas, vegetated swales, filter strips, cartridge media filtration to control peak storm water runoff and discharge rates.

6. Comply with all applicable legal requirements including Best Management Practices for construction area erosion and sediment control.

Biology

The following measures will be implemented to protect the existing eco-system in Centennial:

1. The Grading plan/development is designed to avoid most significant biological areas and is sensitive to natural topography including geologic hazards, steep slopes and fault zones.

2. The project will set aside approximately 3,450 acres or approximately thirty-six percent (36%) of the project site as Open Space, which includes primary drainages. The development footprint is shown on Exhibit J-1.

3. A mitigation program will restore and/or enhance primary drainages.

4. Limit road crossings over Oso Canyon.

5. The Centennial preserve will conserve existing native trees and shrubs (only eight tenths of 1 percent of existing oak trees will be impacted).

6. Development activities will be limited within existing SEA 58 and SEA 59 to relatively flat area south of SR-138.

7. Restrict the planting of invasive plant species.

8. Native, drought-tolerant and/or California friendly plant species shall comprise 75% of plant palette in all common areas.

9. Require re-vegetation of graded slopes.

10. In conformance with “Dark Sky” principles, the project will limit nighttime lighting requirements and impacts.

11. Limit public trails in undisturbed open space areas

12. Establish Open Space Management Plan that controls access, preservation/restoration, oak tree management, fuel modification and grading activities

Implementation Mechanisms

Utilize conservation easements or deed restrictions to govern mitigation areas. Establish and develop a permanent funding mechanism for a conservancy or land stewardship organization to implement the project’s Resource Management Plan. The Resource Management Plan will include guidelines for:

1. Habitat Management

2. Sensitive Species Management

3. Flood Plain Management

4. Agricultural/Ranching Activities

5. Cultural Resources Management

6. Wildfire Management

7. Public Access Guidelines

8. Environmental Education

9. Resource Management Plan Implementation

EXHIBIT Q-2

Required Measures for Tejon Industrial Complex - East

TIC-East is approximately 1100 acres and is approved for approximately 15 million square feet of development, of which approximately 270,000 square feet may be developed for commercial uses, with the remainder permitted as industrial uses. The TIC-East project was approved in November, 2005 (Resolution No. 2005-468, 469, 470 and Ordinance No. G-7308, 7309, 7310, 7311) and is principally governed by its Specific Plan, EIR and Conditions of Approval for TPM 10915 (covering all TIC-East lands).

The following are included as conditions of approval, mitigation measures, or other features of the TIC East project, which include the more stringent set of project approval requirements:

1. Water Quality
   - The wastewater treatment plant is to be designed and operated in accordance with Title 22 (of the CA Administrative Code).
   - Wastewater effluent is treated to a minimum tertiary level.
   - Waste effluent discharge is treated to satisfy discharge limits for reclaimed water.
   - Cumulative septic/leach field system wastewater generation will not exceed 25,000 GPD.
   - Interim septic/leach field systems are metered to monitor flows.
   - Native and indigenous plants are encouraged to minimize water use requirements.
2. Air Quality
   - A Voluntary Emissions Reduction Agreement (VERA) with the SJVAQCD stipulating air quality control measures is in effect.
   - Per the VERA, emission levels of Reactive Organic Gases, Carbon Monoxide, Particulate Matter and Sulfur Oxides are controlled for maximum tons/year levels.
   - For (stationary) equipment identified as producing substances subject to National Emission Standards for Hazardous Air Pollutants, those substances (i.e. carcinogenic or toxic air contaminants) must be controlled as required by the air district before an ATC (Authority To Construct) permit can be issued and operation begins.
   - Vehicle emissions shall be reduced through site design that maximizes circulation flow and reduces vehicle stacking.
   - Truck idling is minimized by Idle Air technology, or electrical outlets that provide heating and cooling.
   - Bus stops will be provided for bus service, encouraging reduction in individual vehicle trips and resulting emissions.
   - Provision of preferential parking for carpool vehicles is encouraged.
   - Sidewalks and crosswalks are provided at all streets (along with general pedestrian connectivity throughout project) to encourage pedestrian traffic and offer alternative to vehicle trips.
   - A Dust Control Plan is administered to ensure any disturbed area is properly stabilized to reduce airborne particulate matter.
   - Open space is landscaped or hardscaped to minimize dust.

3. Biology/Other Environmental
   - Field surveys are conducted by a biologist 30 days prior to any site disturbance activities to determine presence of and accommodation for any special-status animals.
   - Construction debris and waste is recycled to the greatest extent possible through administration by an on-site recycling coordinator and presence of recycling/separation areas.
   - Lighting glare or spillage into any natural areas is minimized through design features.
   - Noise sensitive uses are protected through siting and building orientation.
   - A Fire Protection Mitigation Program adheres to County guidelines for the protection of buildings and the natural environment from fire.
   - Existing oil wells are properly abandoned and appropriate building setbacks provided.
   - For land formerly used for oil or agricultural production, a Phase II Site Assessment is conducted to ascertain petroleum hydrocarbons and pesticide residue levels and bring to acceptable levels prior to any grading activity/start of construction.
   - In parking areas, paved surfaces are broken up by tree and planting islands.
   - Manufactured slope face erosion is minimized by directing drainage away from slope face.
   - Slopes are stabilized for soil erosion by shrub and groundcover planting.
   - Percolation testing ensures suitable soil conditions for septic/leach field systems.
   - Drainage control devices incorporate natural materials wherever possible
   - Debris basins and water flow reduction devices are utilized to protect for soil erosion.
   - On-site drainage is required to pass through an oil-water separator prior to entering storm drainage system.
   - A Cultural Resources Monitor is present during all grading activities.
4. Energy
   - Building energy efficiency must exceed Title 24 requirements by 10% prior to building permit issuance.
   - Building surface reflectivity shall be reduced by maximum use percentage levels for reflective building materials (ex. Glass).
   - Light-colored roofing materials will be utilized to reduce heating/cooling needs and will adhere to Energy Star efficiency criteria.
   - Buildings shall utilize solar, low emission water heaters to reduce natural gas consumption and emissions.
   - Plant material is used to shade structures wherever possible, reducing cooling needs.

EXHIBIT Q-3

Required Measures for Tejon Industrial Complex - West

The TIC-West project was approved in 1997 (Resolutions 97-363, 364, 365) covering certain lands and approval of an EIR (Resolution 2000-088 approved March, 2000) for TPM 10663, covering remaining lands within TIC-West. Also associated with TIC-West is 1,125 acres west and southwest of the project area held under a Section 7 permit from the U.S. Fish and Wildlife Service for mitigation purposes.

Development at TIC-West will comply with regulatory conditions contained within its existing entitlement and approval documentation, listed above. The regulatory conditions include but are not limited to design features, conditions of approval, and mitigation measures related to biology, air quality, public services, aesthetics and transportation. In addition, development will be subject to any future conditions deemed necessary and applicable to the project by a regulatory agency with appropriate jurisdiction.

The 1,125 acres conserved under a Section 7 from the U.S. Fish and Wildlife Service permit for mitigation purposes will be managed in compliance with the goals and terms of the permit by a conservation easement holder, currently The Rangelands Trust.

EXHIBIT Q-4

Required Measures for TMV

Tejon Mountain Village
Natural Resource Protection and "Smart Design" Program

The Tejon Mountain Village (TMV) development footprint is shown on Exhibit J-4.

The following programs will be included in the TMV application for Initial Entitlements:

Carbon Footprint and Energy Utilization

A. The energy plan for TMV includes: (1) community-wide air quality emission reduction programs; (2) construction related energy efficiency and generation and (3) on-site and or off-site renewable projects. The following measures will be utilized to minimize the project's carbon footprint:

1. Community-wide Air Quality Emission Reduction Programs

a. Implement TMV's approved Voluntary Emission Reduction Agreement (VERA).

b. Provide an on-site transit connection with available regional transportation systems.

c. Utilize existing ranch roads to promote non-vehicular mobility within the resort community.

d. Require best alternative fuel technology for resort and community service vehicles.

2. Construction Related Energy Efficiency

a. Create Energy Incentive Programs for builders and custom lot owners that require at least a twenty-five percent (25%) reduction over the energy requirements beyond what is currently required in Title 24.

b. Affirmatively promote the use of alternative fuel technologies for construction vehicles by including this in construction bid specifications and weighing this in selecting construction contractors.

c. Include in the Design Guidelines a requirement that builders and custom homeowners site buildings and plant materials to optimize natural heating, cooling and day lighting.

d. Maintain a centralized information repository for available recycled building materials and require builders and custom lot owners to recycle construction waste.

e. Require builders and custom lot owners to use low Volatile Organic Compound finishes.

f. Include in the Design Guidelines an affirmative direction to builders and custom lot owners to use recycled building materials such as timber beams, barn siding, used brick, used concrete etc., where practicable.

g. Require all resort and residential pools and spas to have an active solar heating component.

h. Require builders and custom lot owners to include high-speed communication technology for working at home.

3. On-site Renewable Programs

a. Design all community amenity buildings with active solar systems.

b. Provide an "option" for every purchaser of a new home to include photovoltaic solar as part of their house.

c. Provide information to Kern County and request the County's support for a public financing methodology that will allow TMV homeowners to finance the additional costs of photovoltaic systems over time, rather than by a one-time payment and if agreeable to Kern County, work with County staff to implement such a program.

Water Supply and Conservation

The water and wastewater plans for TMV will utilize a state-of-the-art treatment plant design and incorporate on-site recycling of water and solid wastes. A detailed description of the water supply program is included below:

1. TMV will construct a reclaimed water treatment facility and will use reclaimed water for golf course and community irrigation systems as it becomes available. TMV will also require on-site solar drying of solid wastes and re-use as fertilizers.

2. A Water Wise Program will be implemented within TMV that includes all feasible measures that will reduce water and energy use (e.g., for interior fixtures, require tank-less water heaters and low flow plumbing) and will establish a Maximum Applied Water Allowance (MAWA) budget for each lot or home.

3. Landscape Design Guidelines will be implemented to minimize the use of exterior water by requiring each homeowner to select from landscape materials that are within the Maximum Applied Water Allowance (MAWA) budget that will be assigned to each lot or home. The Design Guidelines will include the following elements:

a. Plant Material

(1) Homeowners will be required to select plants from the TMV Plant Palette. Like species may be approved by the Homeowner's Association Design Review Committee (DRC).

(2) The following Homeowner Landscape Guidelines will be required (subject to DRC review and approval):

(a) To the maximum extent practicable, protect and preserve native species and natural vegetation.

(b) Stockpile top soil for use in restoration of native and natural vegetation.

(c) Select water efficient plants.

(d) Select plants from local and regional landscape program plant lists (i.e., California Friendly Landscapes, Lush & Efficient, etc.).

(e) Group plants with similar water needs into distinct hydro-zones (i.e., very low, low, medium, or high water needs, etc.).

(f) Select plants based upon their adaptability to the climatic, geologic, and topographical conditions of the project site.

(g) Use the Sunset Western Climate Zone System which takes into account temperature, humidity, elevation, terrain, latitude, and varying degrees of continental and marine influence on local climate.

(h) Recognize the horticultural attributes of plants (i.e., mature plant size, invasive surface roots, etc.) to minimize damage to property or infrastructure (i.e., buildings, sidewalks, power lines, etc.).

(i) Maximize summer shade and winter solar gain through solar orientation of plant placement.

(j) Address fire safety and prevention consistent with the TMV Fire Management Plan.

(k) Prohibit use of invasive species of plants.

(l) Design turf areas to reduce irrigation runoff and overspray and to improve irrigation efficiency.

(m) Select water efficient turf species.

b. Water Features

(1) Use re-circulating water for decorative water features.

(2) Include the surface area of a water feature in the MAWA calculation. The evaporation rate for all water features shall be equivalent to the evapotranspiration rate of a high plant water use.

(3) Require use of pool and spa covers.

c. Mulch

(1) A minimum three (3) inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas and creeping or rooting groundcovers. In mulched planting areas, require drip irrigation systems.

d. Irrigation

(1) Design facilities and systems so they can use recycled water, as it becomes available, as the source for water features and irrigation water on golf courses, hotels and commercial centers.

(2) Design the irrigation system to match plant type and not exceed the MAWA per home.

(3) Design the irrigation system to prevent runoff, low head drainage, overspray, or other similar conditions where irrigation water flows onto adjacent property, non-irrigated areas, hardscapes, roadways, or structures.

(4) Soil types and infiltration rates shall be a component of irrigation system design.

(5) Design the irrigation system to conform to the hydro-zones of the landscape design plan.

(6) Select sprinkler heads and other emission devices based on what is appropriate for the plant type within that hydro-zone.

(7) Place trees on separate valves from shrubs, groundcovers and turf where feasible.

(8) Require head to head coverage ensuring uniform water application when designing the sprinkler system. Consider the prevailing wind direction and speed in the design of irrigation systems and field adjustment after installation.

(9) Irrigate long, narrow or irregular shaped landscape areas and median islands or strips less than eight (8) feet wide with subsurface irrigation or other low volume irrigation (i.e., surface drip).

(10) Require state-of-the art controllers, such as weather-based irrigation controllers or other self-adjusting irrigation controllers, on all irrigation systems.

(11) Locate valves as close as possible to the point of connection of the water supply to minimize water loss due to an emergency (i.e., main line break) or repair etc.

(12) Require sensors (i.e., rain, freeze, wind) that suspend irrigation during unfavorable weather conditions on all irrigation systems.

Water Quality

A. TMV's water quality program will require compliance with Best Management Practices during project construction, surface water treatment through an extensive system of vegetated swales and basins, and landscape source controls. The following measures will be utilized to minimize impacts to water quality:

1. Utilize a combination of bio-retention areas, swales, flow duration control basins, water quality (extended detention) basins and other techniques to control peak storm water runoff and discharge rates.

2. Minimize storm water pollutants of concern by utilization of treatment control mitigation measures and source controls (e.g., proper animal waste management, appropriate disposal of food wastes from restaurants and community education programs on the importance of water quality).

3. To the maximum extent practicable, provide bio-swales for water quality adjacent to roadways and within parking lots.

4. Comply with all applicable legal requirements including Best Management Practices for construction area erosion and sediment control.

5. Develop and implement feasible common area landscape Best Management Practices (e.g., Natural soil amendments, pest and fertilizer controls).

Biology

A. TMV's land use plan will preserve key features in the natural environment. To that end, the following measures will be utilized to protect the existing eco-system in TMV:

1. Land Planning

a. Preserve approximately 21,350 acres or eighty percent (80%) of the project site as open space lands.

b. Each single family detached residential lot of more than 3 acres will include, on average, a 1.5 acre residential use area (exclusive of driveways), beyond which native vegetation will be managed in its natural state and in which structures will be prohibited.

c. Preserve the historic ranching activities within the open space lands.

d. Restrict ranch land uses to grazing, environmental education, adaptive open space management, low impact recreation and managed hunting/predation control programs.

e. Utilize extensive resource mapping to identify environmental features and to provide connectivity to adjacent conservation areas as depicted on the Land Plan.

f. To the maximum extent practicable, design development to:

(1) Conserve riparian and wetland areas;

(2) Conserve large blocks of key habitat types, such as oak woodlands and savannah;

(3) Avoid floodplain incursions;

(4) Protect cultural resource sites in place; and

(5) Avoid geologic hazards, steep and unstable slopes and fault zones.

g. Utilize existing vehicular entrances to the project.

h. To the maximum extent practicable, utilize the existing ranch road network for paved roads and/or trails.

i. Maintain visual resources and natural landforms by conserving prominent topographic features.

2. Implementation Mechanisms

a. Utilize conservation easements or deed restrictions to govern ranch lands.

b. Establish and develop a permanent funding mechanism for a conservancy or land stewardship organization to implement the project's Resource Management Plan. The TMV Resource Management Plan will include guidelines for:

(1) Habitat Management

(2) Sensitive Species Management

(3) Flood Plain Management

(4) Agricultural/Ranching Activities

(5) Cultural Resources Management

(6) Wildfire Management

(7) Public Access Guidelines

(8) Environmental Education

(9) Resource Management Plan Implementation

c. Limit public access to the ranch lands (residents, resort guests and conservancy-led public tours).

d. Develop and enforce a Fire Protection Plan to protect ranch lands and the resort community.

e. Develop and implement an Oak Tree Management Plan to improve the conservation value of preserved oak woodlands by providing new recruitment resulting in age diversity.

f. Develop and implement an environmental education program for residents and resort guests.

g. Develop and implement dark sky measures as a Project Design Guideline to limit nighttime lighting requirements and impacts.

3. Multi-Species Habitat Conservation Plan

a. If approved by the USFWS, comply with the minimization and conservation measures included within the Tehachapi Uplands Multi-Species Habitat Conservation Plan.

b. TMV is committed to the protection and preservation of the California condor, and will comply with the more stringent, as determined by FWS, of: (1) the condor conservation and mitigation measures that are applicable to TMV and are included in the proposed Multi-Species Habitat Conservation Plan, and (2) mitigation measures documented in a draft technical report dated May 18, 2008 prepared by a scientific review panel of condor experts, which include modifying the TMV land plan from what was originally proposed to Kern County to the plan as depicted in Exhibit J-4 to avoid development on ridgelines that are important to the condor, providing financial support for the FWS condor feeding and Global Positioning System device programs, complying with the lead ammunition ban, and developing and implementing plans to collect microtrash and avoid catastrophic wildfires.

4. Regulatory Permits

a. TMV will comply with future Army Corps (404) Permit, Regional Water Quality Control Board (401) Certification and California Department of Fish and Game (1602) Agreement, avoid, minimize and mitigate impacts to aquatic resources and protected species.

Natural Resource Education

A. Establish an ongoing educational outreach program for original and subsequent purchasers, informing them of the natural resource issues within the Project, and on the larger Tejon Ranch. Work with the Tejon Ranch Conservancy and conservation organizations such as the Mountain Lion Foundation, The Nature Conservancy, Endangered Habitats League, The Sierra Club, and the Audubon Society, and the Natural Resources Defense Council to prepare, periodically review, and produce materials used in the educational program.

Exhibit Q-4 – Page 8

EXHIBIT R

Resource Agency Letter re Mitigation

California Environmental Protection Agency

May 1, 2008

Mr. Robert A. Stine
President & CEO
Tejon Ranch Company
4436 Lebec Road
Lebec, CA 93243

Dear Mr. Stine:

As you know, representatives of the Tejon Ranch Company (TRC) have had a number of meetings with California Resources Agency staff to discuss TRC's long-term plans for conservation and development of the 270,000-acre Tejon Ranch (Ranch). TRC has also met with the California Environmental Protection Agency to discuss the outline of TRC's project plans. Because of the exceptional natural resource values of the Ranch, both of our agencies have been delighted to learn that you have worked with various environmental groups (Resource Groups) to develop a conservation and land use agreement (Ranchwide Agreement) that identifies and designates planned conservation areas (Conserved Areas), planned development areas (Developed Areas) and the permitted activities within those areas. As it has been described to us, the Ranchwide Agreement would foster the orderly conservation and development of the Ranch and provide for the permanent conservation of almost 90 percent of the Ranch. We understand that the Ranchwide Agreement is at a conceptual level at this time, but that you expect to have final agreement with environmental groups sometime in early May.

In connection with the proposed Ranchwide Agreement, we understand that TRC is seeking policy level recognition of this historic accord from State and Federal agencies and departments. The purpose of this letter is to provide that policy recognition exclusively in relation to this planned transaction for the Ranch.

Because of the unique factors involved in this project, this policy recognition is not intended to, and does not, serve as precedent for lands other than those within the Ranch.

To that end, we offer the following policy statements in support of the Ranchwide Agreement:

- Based on your description of the Ranchwide Agreement, we understand that of the approximately 270,000 acres comprising the Ranch, the Ranchwide Agreement would provide for the permanent preservation of at least 178,000 acres and for the option to preserve an additional 62,000 acres through the purchase of conservation easements, or potentially fee title, for an anticipated total of approximately 240,000 acres, or almost 90 percent of the total Ranch acreage. Because of the many unique factors noted above, including the sheer magnitude of this conservation effort and the significant resource values attributed to this property, and in viewing the 240,000 acres in the Conserved Areas in a holistic manner, we expect that TRC will be allowed to use those Conserved Areas and corresponding natural resource values associated with these Conserved Areas to meet the land conservation and corresponding natural resource mitigation requirements for and the planned development and other activities within the Developed Areas, including the designated planned development projects of Tejon Mountain Village, Centennial and Grapevine, subject to potential limitations for Conserved Areas acquired using public funds as described below.
- Though actual mitigation requirements for the planned development and other activities within the Developed Areas cannot be known prior to regulatory review, given the large amount and high natural resource values in these Conserved Areas, we do not anticipate that TRC would be required to acquire or use lands outside of Ranch property to satisfy natural resource mitigation requirements. Only after a full evaluation of these lands, and a determination is made that the required mitigation can not be found on the Ranch, would we look outside the Ranch for mitigation.
- For portions of the Conserved Areas that are permanently preserved by conservation easements, or potentially fee title, acquired using public funds, the use of these lands for mitigation purposes would not be allowed unless the potential mitigation use of these lands is taken into account in the price paid and unless mitigation uses are allowed by applicable laws including those governing the public funding source(s) used to fund the acquisition.
- In order to provide an integrated and comprehensive approach to the management of lands and resources within the Conserved Areas, we understand that the parties have agreed to create an independent conservancy (Tejon Conservancy) as part of the Ranchwide Agreement. Provided that the Tejon Conservancy meets applicable legal requirements for holding mitigation land and conservation easements and assuming corresponding long-term mitigation monitoring and other mitigation obligations, the Tejon Conservancy could serve as the appropriate and preferred entity to hold conservation easements and/or title to mitigation lands granted by TRC, and to manage those lands, subject to regulatory requirements imposed pursuant to project permitting for the Developed Areas.

- We appreciate the commitment of TRC and the Resource Groups to work with California State Parks and other stakeholders toward creation of a State Park within the Ranch. A large park, extending from the Mojave Desert, across the Tehachapi Mountains, and into the grasslands of Tejon Valley, would be an extraordinary addition to California's state park system, providing meaningful public access to the Tehachapi Mountains. The Tejon Conservancy would be a valued partner in planning and supporting this State Park.

This letter is intended to set forth policy statements in support of the Ranchwide Agreement. As specific projects are proposed, TRC and other parties engaged in the planned development or other activities on the Ranch will be required to apply for and obtain all permits, licenses and approvals required under applicable law, including compliance with the California Environmental Quality Act and all other state laws. Final determinations regarding permit and mitigation requirements for those activities will be decided by the appropriate agencies and departments as part of, and in accordance with, those processes.

The policy statements in this letter presume that the terms of the final Ranchwide Agreement are substantially consistent with the above description and will in fact be reached. If, for some reason, TRC and the environmental groups are unable to reach a final agreement, we expect that TRC will notify us. Again, we applaud the Tejon Ranch Company for working to reach such a significant and historic agreement to address the long-term future of Tejon Ranch.

Sincerely,

Mike Chrisman, Secretary for Resources

Linda Adams, Secretary for Environmental Protection

Ruth Coleman, Director
California State Park

Tarn Doduc, Chair, State Water Resources Control Board

John Donnelly, Director
Wildlife Conservation Board,

Don Koch, Director
Department of Fish and Game

United States Department of the Interior

FISH AND WILDLIFE SERVICE
California and Nevada Region
2800 Cottage Way, Room W-2606
Sacramento, California 95825-1846

FISH AND WILDLIFE SERVICE
California and Nevada Region
2800 Cottage Way, Room W-2606
Sacramento, California 95825-1846

JUN 19, 2008

Mr. Robert A. Stine
President and CEO
Tejon Ranch Company
4436 Lebec Road
Lebec. California 93243

Dear Mr. Stine:

As you know, my staff has met with representatives of the Tejon Ranch Company (TRC) many times over the years to discuss TRC's long-term plans for conservation and development of the 270,000-acre Tejon Ranch (Ranch). Because of the exceptional natural resource values of the Ranch, we are pleased to learn that you have worked with various environmental groups to develop a conservation and land use agreement (Ranchwide Agreement) that identifies and designates planned conservation areas, planned development areas (development Areas) and the permitted activities within those areas. As it has been described to us, the Ranchwide Agreement could result in the permanent conservation of almost 90% of the Ranch while allowing TRC to continue historical activities and some new development.

We understand that the Ranchwide Agreement would provide for up to 240,000 acres of permanent conservation lands. TRC is dedicating up to 178,000 acres in a phased conservation easement program. You have asked the Service to assist in the development of a strategy that would allow those lands to be used as conservation credits for other TRC actions which may require permitting through our agency. We would be happy to work with TRC to establish such a conservation crediting system. We will work with you to enable that system to interact with or be part of other ongoing conservation planning activities on the Ranch, most notably the two Habitat Conservation Plans which we are cooperatively developing.

In order to provide an integrated and comprehensive approach to the management of lands and resources within the Conserved Areas, we understand that the parties have agreed to create an independent conservancy (the "Tejon Ranch Conservancy") as part of the Ranchwide Agreement. Provided that the Conservancy meets applicable legal requirements for holding conservation easements and assuming corresponding long-term mitigation monitoring and other mitigation obligations, the Conservancy could serve as the appropriate entity to hold conservation easements and/or title to mitigation lands dedicated or sold by TRC, and to manage those lands, subject to our regulatory requirements imposed pursuant to project permitting for the Developed Areas.

Mr. Robert A. Stine

Because the Ranchwide Agreement will provide for significant conservation of the Nation's fish and wildlife resources, the Service is committed to assisting the TRC and its partners in implementing the terms of this historic agreement.

We want to give TRC our strongest endorsement of this Ranchwide Conservation effort. This is a historic accord that deserves recognition from both Federal and State agencies. The amount and exceptional natural resource value of land being dedicated by TRC cannot be overstated. The Ranchwidc Agreement also offers major benefits to the natural resource value of the Ranch by planning for comprehensive conservation in advance of the traditional project-specific permitting and mitigation approach. We applaud Tejon Ranch Company for working to reach such a significant and historic agreement to address the long-term future of Tejon Ranch.

Sincerely,

Acting Regional Director

Exhibit R - Page 5

EXHIBIT S

Non-Opposition Letters

[attached]

Exhibit S - Page 1

NATURAL RESOURCES DEFENSE COUNCIL

To Whom It May Concern: June 17, 2008

This letter is written with reference to the development projects known as Centennial, Grapevine, Tejon Industrial Complex, Tejon Mountain Village and TRC Headquarters ("Projects"} generally depicted on the attached map of the Tejon Ranch.

The Tejon Ranch Land Use and Conservation Agreement ("Agreement") dated June 17, 2008 achieves major conservation objectives by permanently protecting the vast majority of Tejon Ranch. In light of the benefits to critically important biological resources realized through the Agreement, Natural Resources Defense Council does not oppose the development of the Projects, or any of the Project Approvals, consistent with the terms of the Agreement.

Natural Resources Defense Council.

By:

Name: Joe Reynolds
Title: Senior Attorney

www.nrdc.org 1314 Second Street
Santa Monica, CA 90401
TEL 310-434-2300 FAX 310-434-2399

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Exhibit S - Page 2

President
Bill Center

President Emeritus
John Van de Kamp
Sage Sweetwood

Senior Vice President
Kevin Johnson

Secretary/Treasurer
Bil Leimbach

PLANNING AND CONSERVATION LEAGUE

Regional Vice Presidents
Elisabeth Brown
Jan Chatten-Brown
Phyllis Faber
Dorothy Green
Rick Hawley
Fran Layton
Doug Linney
David Mogavero
Stephanie Pincetl
Lynn Sadler
Teresa Villegas
Terry Watt
Bill Yeates

To Whom It May Concern: June 17, 2008

This letter is written with reference to the development projects known as Centennial, Grapevine, Tejon Industrial Complex, Tejon Mountain Village and TRC Headquarters ("Projects") generally depicted on the attached map of the Tejon Ranch.

The Tejon Ranch Land Use and Conservation Agreement ("Agreement") dated June 17, 2008 achieves major conservation objectives by permanently protecting the vast majority of Tejon Ranch. In light of the benefits to critically important biological resources realized through the Agreement, the Planning and Conservation League does not oppose the development of the Projects, or any of the Project Approvals, consistent with the terms of the Agreement.

The Planning and Conservation League,

By:

Name: Traci Sheehan
Title: Executive Director

1965-2005 40 years PLANNING AND CONSERVATION LEAGUE www.pcl.org

1107 9th Street, Suite 360, Sacramento, CA 95814 Phone: 916-444-8726 Fax: 916-448-1789
Website: www.pcl.org Email: pclmail@pcl.org
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California Affiliate NATIONAL WILDLIFE FEDERATION

ENDANGERED HABITATS LEAGUE
DEDICATED TO ECOSYSTEM PROTECTION AND SUSTAINABLE LAND USE

To Whom It May Concern: June 17, 2008

This letter is written with reference to the development projects known as Centennial, Grapevine, Tejon Industrial Complex, Tejon Mountain Village and TRC Headquarters ("Projects") generally depicted on the attached map of the Tejon Ranch.

The Tejon Ranch Land Use and Conservation Agreement ("Agreement") dated June 17, 2008 achieves major conservation objectives by permanently protecting the vast majority of Tejon Ranch. In light of the benefits to critically important biological resources realized through the Agreement, Endangered Habitats League does not oppose the development of the Projects, or any of the Project Approvals, consistent with the terms of the Agreement.

Endangered Habitats League,

By:

Name: Dan Silver
Title: Executive Director

8424-A SANTA MONICA BLVD., #592, LOS ANGELES, CA 90069-4267 • WWW.EHLEAGUE.ORG • PHONE 213.804.2750 • FAX 323.654.1931

Audubon CALIFORNIA

To Whom It May Concern: June 17, 2008

This letter is written with reference to the development projects known as Centennial, Grapevine, Tejon Industrial Complex, Tejon Mountain Village and TRC Headquarters ("Projects") generally depicted on the attached map of the Tejon Ranch.

The Tejon Ranch Land Use and Conservation Agreement ("Agreement") dated June 17, 2008 achieves major conservation objectives by permanently protecting the vast majority of Tejon Ranch. In light of the benefits to critically important biological resources realized through the Agreement, National Audubon Society, Inc. dba Audubon California does not oppose the development of the Projects, or any of the Project Approvals, consistent with the terms of the Agreement,

National Audubon Society, Inc. dba Audubon California,

By:

Name: Graham Chisholm
Title: Deputy State Director & Conservation Director

Exhibit S - Page 5

EXHIBIT T

Form of Conformity Letter

[Resource Group/Conservancy Letterhead]

To Whom It May Concern:

[Resource Group/Conservancy] is a Party to the Tejon Ranch Land Use and Conservation Agreement ("Agreement") dated June 17, 2008. In accordance with the Agreement, [Resource Group/Conservancy] has reviewed the materials described in the attachment to this letter regarding the [project] ("Project"). This letter is to confirm that to our knowledge, based on review of the materials the Project, is consistent with the terms and conditions of the Agreement and that [Resource Group/Conservancy] does not oppose the Project.

[Resource Group/Conservancy],

By:_____
Name:
Title:

EXHIBIT U

Joint Public Statement

HISTORIC AGREEMENT TO PROTECT 240,000 ACRES AT TEJON RANCH

Landmark agreement between Tejon Ranch Co., leading environmental groups would preserve prized California landscape without environmental group opposition to planned development

TEJON RANCH, CA (May 08, 2008) Tejon Ranch Co. (NYSE: TRC) and many of the nation's major environmental organizations, including The Sierra Club, Natural Resources Defense Council, Audubon California, the Planning and Conservation League and the Endangered Habitats League, today announced one of the largest conservation and land use agreements in California history when they unveiled a landmark agreement on the future of the Tejon Ranch. The unprecedented agreement would provide for the permanent protection of 240,000 acres of the historic Ranch — approximately 90 percent of the entire landholding — the location and size of which made it the most sought-after conservation property in the state.

"The success of environmental organizations and Tejon Ranch Co. in reaching this historic agreement to protect a California treasure illustrates something that I have stressed since taking office — we can protect California's environment at the same time we pump up our economy," Governor Arnold Schwarzenegger said.

"The Tejon Ranch is one the most environmentally remarkable collections of ecosystems in California," said Senator Barbara Boxer (D-CA). "I want to commend ranch owners and the environmental community participants for working hard to ensure that future generations get the opportunity to experience this wonderful gift."

The 270,000-acre Tejon Ranch, the largest contiguous private landholding in the state, is an invaluable piece of California's natural heritage and a hotspot of biological diversity at the confluence of four major ecological regions — the Sierra Nevada, Mojave Desert, Coastal Range and San Joaquin Valley. The area protected under this agreement is eight times the size of San Francisco, and in Southern California, would stretch from Santa Monica to Seal Beach, from Burbank to Brea. With landscapes ranging from native grasslands to Joshua tree woodlands to oak and fir forests, the Ranch contains critical foraging habitat for the California condor and is home to over two-dozen other rare plant and animal species. (High resolution photos, maps and video B-roll are available for viewing and downloading at: http://www.tejonpreserve.com)

"The previous ban on lead ammunition, the pullback of development from four of the five principal foraging ridges and the protection of the vast expanse of the ranch's backcountry are important steps forward in the condor's recovery," said Graham Chisholm, director of conservation for Audubon California.

The Tejon Ranch Conservation and Land Use Agreement is designed to:

1. Ensure permanent protection of unfragmented expanses of open space and natural habitat throughout the Ranch,

2. Provide an option for environmental partners to acquire additional lands otherwise suitable for future development,

3. Allow Tejon Ranch Co. to proceed with entitlement and development of its planned communities of Centennial and Tejon Mountain Village and its development project at the base of the Grapevine without opposition from the signatory environmental organizations, and

4. Establish and fund a conservancy to develop and implement a Ranch-wide management plan to restore and enhance the conserved land.

“Our vision has always been to preserve California’s legacy and provide for California’s future, and this agreement does exactly that,” said Robert A. Stine, President and CEO of Tejon Ranch Co. “The agreement we’ve reached is good for conservation, good for California and good for the company and its shareholders.”

“This is a once-in-a-lifetime opportunity for conservation of California’s wildlife heritage on a staggering geographic scale,” said Joel Reynolds, Senior Attorney and Director of the Southern California Program of the Natural Resources Defense Council (“NRDC”). “Tejon Ranch is the critical biological connection between the Sierra Nevada and the mountains of Southern and coastal California.”

Bill Corcoran, Senior Regional Representative for the Sierra Club, explained that the Tejon Ranch had long been one of his organization’s highest national conservation priorities. “Getting to today’s agreement was difficult and both sides took considerable risks in staying at the table,” he said. “It has been well worth it to protect the stunning beauty of Tejon Ranch and its critical role as the keystone of Southern California’s natural legacy.”

The agreement was reached after nearly two years of scientific analysis of conservation values on the Ranchlands and extensive talks regarding their future. For the environmental organizations, it conserves forever — undeveloped and unfragmented —the ecological treasures of the Ranch, the largest contiguous private property remaining in California. Through a combination of dedicated conservation easements and designated project open space areas, Tejon Ranch Co. will permanently protect approximately 178,000 acres. Today’s agreement also lays the groundwork for the public to purchase an additional 62,000 acres of Tejon Ranch, resulting in a total of 240,000 acres of conserved land. The partners to the agreement have already approached California leaders for assistance in securing federal, state and private funds needed to accomplish this goal.

Gary Patton, general counsel for the Planning and Conservation League, highlighted the importance of keeping this large, undeveloped landscape intact. “Without this agreement, the individual parcels that now comprise the Tejon Ranch could ultimately be sold separately. That would fragment the property, and its biological and natural resource values would be lost. This agreement will help make sure that an independent conservancy can provide for unified and permanent protection.”

"We commend the Tejon Ranch Company and its partners for taking a comprehensive look at the entire property," echoed Dan Silver of the Endangered Habitats League. "That is why this agreement came together."

For Tejon Ranch Co., the agreement guarantees the right to proceed with its existing development plans in three locations on the western edge of the Ranch without opposition by the environmental organizations. "Without a doubt, this agreement is good for the Company and its shareholders," said Michael H. Winer, Portfolio Manager for Third Avenue Management LLC, the company's largest shareholder, and member of the Tejon Ranch Co. Board of Directors. "It's the key to unlocking the value of Tejon Ranch. By removing the potential obstacles that have plagued similar development efforts in California, we'll be able to move ahead with the entitlement processes on our current development projects in a much more timely fashion."

The 240,000 acres of conserved lands will be overseen by an independent non-profit conservancy created and funded under the agreement to develop and implement a Ranch-wide management plan in collaboration with the Tejon Ranch Company. The mission of the conservancy, for which funding is guaranteed under the agreement, is "to preserve, enhance and restore the native biodiversity and ecosystem values of Tejon Ranch and the Tehachapi Range for the benefit of California's future generations."

"The agreement announced today permanently protects a unique California landscape and the viability of its natural resources," said Walt Reid, director of conservation and science for the David and Lucile Packard Foundation. "The Packard Foundation, through its partnership with the Resources Legacy Fund, is pleased to support the public agencies and parties in fulfilling this significant agreement by working to ensure that the Conservancy has the financial capacity for the start-up tools it needs to steward and protect this natural treasure."

Public access to the conserved lands is also a key component of the agreement. The agreement provides an easement of up to 10,000 acres for the realignment of 37 miles of the Pacific Crest Trail through Tejon Ranch, and the environmental organizations and Tejon Ranch Co. have agreed to work with the new conservancy and California State Parks Department toward creation of a State Park within the conserved lands. In addition, the conservancy will develop programs for docent-led tours and other managed public access to conserved lands.

The Tejon Ranch Company was joined in the negotiations by its partner DMB Associates, Inc. of Scottsdale, Arizona. Also participating in the final agreement was Centennial Founders LLC, comprised of Lewis Investment Company, Standard Pacific Corporation and Pardee Homes.

Others directly participating in the negotiating process over the past two years include Sierra Club's Jim Dodson, Planning and Conservation League's Terry Watt, DMB Associates' Eneas Kane, Resource Opportunity Group's David Myerson, South Coast Wildlands' Kristeen Penrod, Conservation Biology Institute's Michael White, Tejon Ranch Company's Kathy Perkinson and Andrew Daymude and Gary Hunt of California Strategies who acted as senior advisor to Tejon Ranch Company, DMB Associates, Inc. and Centennial.

The following attorneys represented the key parties in the negotiations: Richard Taylor, Bill White and Amy Bricker from Shute, Mihaly & Weinberger LLP represented the environmental organizations and Tejon Ranch Conservancy. Harry O'Brien and Matt Bove from Coblentz, Patch, Duffy & Bass LLP and Jennifer Hernandez from the San Francisco office of Holland+Knight represented the Tejon Ranch Company.

EXHIBIT V

Form of Resource Organization Breach Letter

[Resource Group/Conservancy Letterhead]

To Whom It May Concern:

This letter is intended to be incorporated into the official record of proceedings relative to your agency's consideration of the [project] ("Project"). [Resource Group/Conservancy] is a Party to the Tejon Ranch Land Use and Conservation Agreement ("Agreement") dated June 17, 2008. The Agreement achieves major conservation objectives by permanently protecting the vast majority of Tejon Ranch.

On [date] your agency received [describe breaching comments/testimony/etc.] ("Comments") with a statement that the Comments were made on behalf of [Resource Group/Conservancy]. This letter is to inform you that [Resource Group/Conservancy] hereby disavows the Comments. In addition, by this letter, [Resource Group/Conservancy] requests that the Comments be withdrawn from the record of proceedings for the Project. Finally we wish to confirm that in light of the benefits to critically important biological resources realized through the Agreement, [Resource Group/Conservancy] does not oppose the development of the [project].

[Resource Group/Conservancy],

By:_____
Name:
Title:

EXHIBIT W

Form of Reimbursement Request from Escrow Holder

Date: _____

Escrow Holder
Street Address
City, State, Zip

Re: Reimbursement for Authorized Conservancy Expenses from Escrow No. _____ pursuant to Tejon Ranch Conservation and Land Use Agreement dated effective June 17, 2008 (the "Agreement").

Dear Escrow Holder:

Pursuant to the terms and conditions of the Agreement, the Resource Organization Designee, TRC and the Tejon Ranch Conservancy agree that _____dollars ($_____) is to be paid from Escrow No. _____to the Tejon Ranch Conservancy on or before ten (10) business days from the date of this request.

The transfer of funds to the Tejon Ranch Conservancy should be made pursuant to the wiring instructions attached hereto.

TEJON RANCH CO., a Delaware corporation

By: _____

Name: _____

Title: _____

Date: _____

RESOURCE ORGANIZATION DESIGNEE

By: _____

Name: _____

Title: _____

Date: _____

TEJON RANCH CONSERVANCY, a
California nonprofit corporation

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT X

Form of Release of Funds from Escrow Holder

Date: _____

Escrow Holder
Street Address
City, State, Zip

Re: Final Release of Funds from Escrow No. _____ pursuant to Tejon Ranch Conservation and Land Use Agreement dated effective June 17, 2008 (the "Agreement").

Dear Escrow Holder:

Pursuant to the terms and conditions of the Agreement, the Resource Organization Designee, TRC and the Tejon Ranch Conservancy agree that the balance of funds in Escrow No. _____, including any accrued interest, shall be paid to the Tejon Ranch Conservancy on or before ten (10) business days from the date of this request.

The transfer of funds to the Tejon Ranch Conservancy should be made pursuant to the wiring instructions attached hereto.

TEJON RANCH CO., a Delaware corporation

By: _____

Name: _____

Title: _____

Date: _____

RESOURCE ORGANIZATION DESIGNEE

By: _____

Name: _____

Title: _____

Date: _____

TEJON RANCH CONSERVANCY, a
California nonprofit corporation

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT Y

WCB Conservation Easement Policies

Wildlife Conservation Board
Policies Governing
Grant Agreements and Conservation Easements

Article I. IMPLEMENTATION AND REVIEW OF POLICIES

It is the policy of the Wildlife Conservation Board that:

The Wildlife Conservation Board (WCB) shall establish and regularly review policies to ensure public confidence and accountability in grant agreements and conservation easements purchased with grant funds approved by the WCB. Exceptions to these policies are to be approved by the WCB.

Adopted: 08/17/06.

Article II. GRANT AGREEMENTS

It is the policy of the Wildlife Conservation Board that:

Staff shall develop standard grant agreements designed to allocate fiscal resources and facilitate the completion of projects. Grant agreements shall be consistent with the policies established by the WCB and clearly state the purposes of the conservation effort. The defined purposes must, at a minimum, articulate and be consistent with the purposes and requirements of the funding source(s) used to pay for the conservation effort and identify the resources and conservation values to be protected. The defined purposes of the grant must also be included in the appropriate conveyance documents (deed or conservation easement).

Adopted: 08/17/06.

Article III. RETENTION OF DOCUMENTS

It is the policy of the Wildlife Conservation Board that:

Approved appraisals, conformed copies of recorded conveyance documents, title reports and title policies, baseline conditions reports, transaction documents, management plans, and monitoring reports, as applicable, shall be provided to the WCB and retained in the WCB offices.

Adopted: 08/17/06.

Article IV. BASELINE CONDITIONS REPORT

It is the policy of the Wildlife Conservation Board that:

Prior to the close of escrow for the acquisition of a conservation easement purchased with funds approved by the WCB, WCB shall have approved documentation providing detailed information on the condition of the property to be protected. The documentation (Baseline Conditions Report) shall be tailored to the purposes of the grant and the specific conservation values to be protected by the conservation easement. Descriptions of the condition of the property and conservation values should be sufficiently detailed to allow for meaningful future comparisons.

The Baseline Conditions Report must be completed, signed, and certified by the landowner(s) and the grantee by the close of escrow. The certification must confirm that the Baseline Conditions Report is a current and accurate description and representation of the property, the health of its resources and conservation values as of the closing.

The Baseline Conditions Report shall provide a narrative that characterizes the overall general condition of the conservation values protected by the conservation easement. For purposes of baseline documentation, the report must provide descriptions that are clearly defined and sufficiently detailed to allow for meaningful future comparisons and must: (a) describe and document the features and characteristics of the property in relation to the purposes, conservation values, and terms of the conservation easement at the time the conservation easement is granted; (b) describe and document the conservation values and resources to be protected by the conservation easement; (c) contain all information necessary for the grantee to administer, monitor and enforce the conservation easement; and (d) include a copy of the recorded conservation easement. The grant agreement shall include minimum requirements for the content of a Baseline Conditions Report.

Adopted: 08/17/06.

Article V. MONITORING GRANTS AND CONSERVATION EASEMENTS

It is the policy of the Wildlife Conservation Board that:

I. Compliance monitoring shall assess compliance with the terms of the conservation easement and grant agreement and note any changes to the property as compared to the Baseline Conditions Report and the prior monitoring report.

II. Prior to the close of escrow for the acquisition of a conservation easement purchased with funds approved by the WCB, WCB shall have approved an individualized monitoring protocol for the property to be protected. Using the Baseline Conditions Report as a benchmark, the monitoring protocol should be adaptive and address the purposes, frequency, timing and methods of monitoring the property to be carried out by the grant recipient (grantee). The monitoring protocol is the framework that will guide the preparation for and implementation of the grantee's monitoring of the conservation easement.

III. The monitoring protocol must be tailored to address the purposes, terms and conditions of the conservation easement and the purposes of grant. The grant agreement shall include minimum requirements for a monitoring protocol and describe a process for amending the protocol as necessary, over time.

IV. All grant agreements shall require the grantee to monitor land protected with a conservation easement purchased with funds allocated by the WCB. The grantee shall monitor the property at least annually to assess compliance with the terms and conditions of the conservation easement, as well as whether the purposes of the conservation easement and the grant agreement are being met. The grantee shall provide a written report of its monitoring activities and the results of such monitoring to the WCB in accordance with the approved monitoring protocol. The monitoring report shall document and describe the monitoring activities in a manner that demonstrates the monitoring was conducted in accordance with the monitoring protocol approved by the WCB.

V. At the request of the WCB, not less than once, in any period of three calendar years, the grantee shall arrange for the WCB to access the protected property to assess compliance with the terms, covenants and conditions of the grant agreement. To the extent possible, such visits will be scheduled at the time of the grantee's annual monitoring visit.

Adopted: 08/17/06

Article VI. EASEMENT TRANSFERS AND EXTINGUISHMENT

It is the policy of the Wildlife Conservation Board that:

I. The grant agreement shall contain language that requires WCB to approve the transfer of any conservation easement.

II. The landowner and the easement holder cannot voluntarily extinguish the conservation easement. Conservation easements whether in whole or in part, can only be extinguished through appropriate legal proceedings (e.g., eminent domain).

Adopted: 08/17/06.

Article VII. DEFAULT AND REMEDIES

It is the policy of the Wildlife Conservation Board that:

Grant agreements are to include remedies, which the WCB may exercise if any essential term or condition of the agreement is violated. Remedies must include, but are not to be limited to, the right to seek specific performance of the grant agreement and the right to require the Grantee to transfer its interest in the conservation easement to the state or a qualified third party, as the WCB may elect.

Adopted: 08/17/06.

EXHIBIT Z

Conservation Fee Escrow Procedures

[to be inserted]

APPENDIX B

Tejon Ranch
Interim Ranch-Wide Management Plan

Tejon Ranch
Interim Ranch-Wide Management Plan

PREPARED BY

TEJON RANCH
Since 1843

IN COOPERATION WITH

Tejon Ranch
CONSERVANCY

SEPTEMBER 2009

TEJON RANCH

INTERIM RANCH-WIDE MANAGEMENT PLAN

Prepared by: Tejon Ranch Company and Tejon Ranch Conservancy

Approved and Adopted by: Tejon Ranch Conservancy

SEPTEMBER 18, 2009

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1. INTRODUCTION

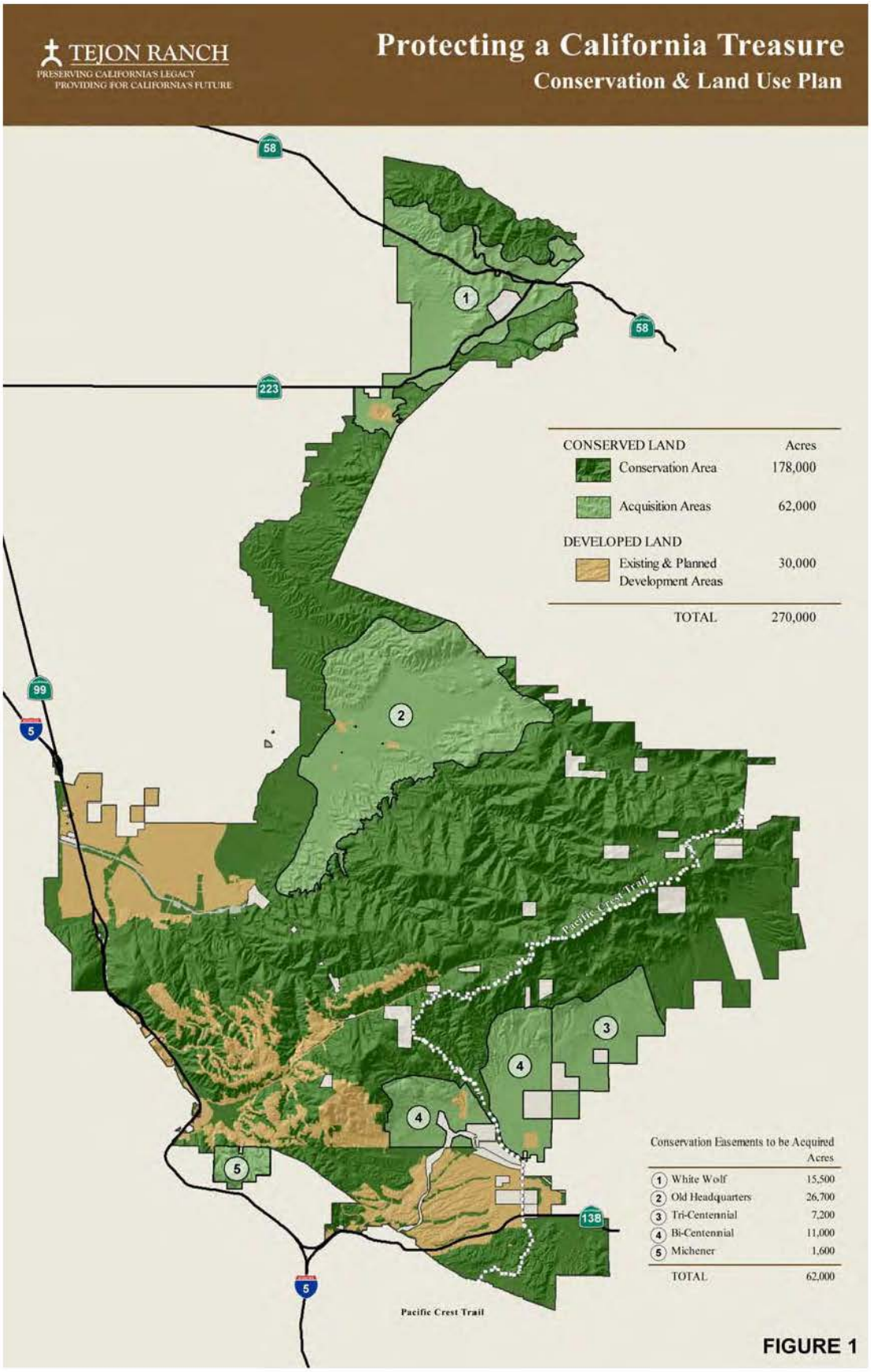
1.1 INTRODUCTION TO THE TEJON RANCH CONSERVATION AND LAND USE AGREEMENT

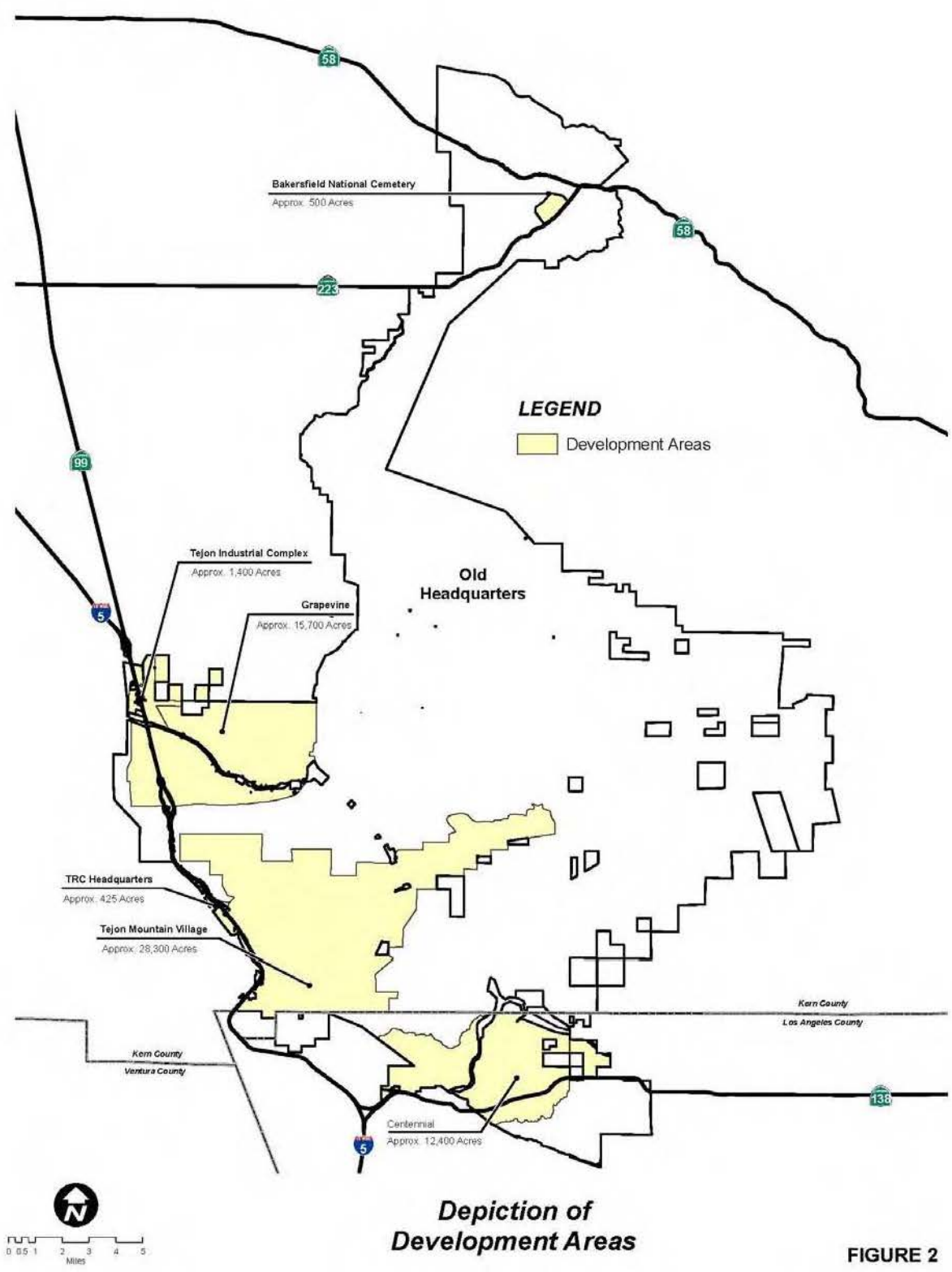
1.1.1 SUMMARY

On May 8, 2008, Tejon Ranch Company (TRC) and five of the nation's largest environmental resource organizations, the Sierra Club, Natural Resources Defense Council, Audubon California, the Planning and Conservation League and the Endangered Habitats League - collectively, the Resource Groups - announced one of the largest conservation and land use agreements in California history when a landmark agreement on the future of the Tejon Ranch (the Ranch) was unveiled. Executed on June 17, 2008 (the Effective Date), the Tejon Ranch Conservation and Land Use Agreement (Ranch-Wide Agreement, Agreement or RWA) provides for the permanent protection of up to 240,000 acres of the Ranch - approximately 90% of the entire landholding - the natural resources, location, and size of which made it the most sought-after conservation property in the state.

The following key provisions and Figure 1 are excerpted from the RWA Executive Summary prepared and issued jointly by TRC and the Resource Groups in June 2008:

- The Resource Groups are assured, as of the date of execution of the Agreement, and at no cost to taxpayers, of the permanent preservation of approximately 178,000 acres of the Ranch through the phased recordation of conservation easements.
- The Resource Groups have been granted options, which can be exercised until December 31, 2010, to acquire the development rights over five parcels comprising an additional 62,000 acres of the Ranch. As documented in Section 6.3 of the RWA, the option exercise date is subject to extension to either December 31, 2011 or December 31, 2012 if certain conditions are met. The option price for each parcel will be established pursuant to an independent appraisal commissioned in accordance with California state law. Once these options are exercised, the total amount of conserved lands would be approximately 240,000 acres. As of execution of the Agreement, no development is permitted on these optioned areas until and unless the option period expires, and even then development would not occur if a subsequent conservation arrangement is accepted by the parties.
- The Agreement does not authorize development. For any development project TRC wishes to pursue on the approximately 30,000 acres not subject to conservation under the Agreement, TRC will be required to seek applicable approvals, including the completion of all environmental review and permitting processes to develop the Centennial, Tejon Mountain Village and Grapevine projects, shown on Figure 2, Depiction of Development Areas, in compliance with all laws, regulations and standards. The entitlement process consists of extensive public review and public hearing processes, including Environmental Impact Reports and numerous agency approvals for each project. Frequent opportunities for public involvement, review, comment and testimony on the three planned projects will be available.


TEJON RANCH
PRESERVING CALIFORNIA'S LEGACY
PROVIDING FOR CALIFORNIA'S FUTURE
Protecting a California Treasure
Conservation & Land Use Plan
CONSERVED LAND
Acres
Conservation Area
178,000
Acquisition Areas
62,000
DEVELOPED LAND
Existing & Planned Development Areas
30,000
TOTAL
270,000
Conservation Easements to be Acquired
Acres
1 White Wolf 15,500
2 Old Headquarters 26,700
3 Tri-Centennial 7,200
4 Bi-Centennial 11,000
5 Michener 1,600
TOTAL 62,000
Pacific Crest Trail
Pacific Crest Trail
58
223
99
5
138
FIGURE 1



Depiction of Development Areas

FIGURE 2

- The Agreement requires that TRC propose a suite of environmental protection and sustainability requirements as part of each project to address traffic, air quality, climate change and other important issues.
- The protection and stewardship of the conserved lands is assured, from the date of execution of the Agreement, by the creation and funding of the independent Tejon Ranch Conservancy, a nonprofit public benefit corporation to be qualified as tax-exempt under Section 501(c)(3) of the Internal Revenue Code. The Conservancy has a twelve-member Board with four independent directors, four appointed by the Resource Groups and four by TRC.
- To ensure that the public will be able to use and enjoy the conserved lands, the Agreement guarantees significant public access to Tejon Ranch, to be defined in a public access plan developed and implemented by the Conservancy. Public access will include realignment of 37 miles of the Pacific Crest Trail on approximately 10,000 acres through the heart of the Ranch and docent-led tours to Bear Trap Canyon. The parties have also agreed to work cooperatively with state officials to create a major new state park on the Ranch.
- The Agreement was reached after two years of careful scientific analysis and intense negotiations between TRC, its partners and the Resource Groups. All parties believe that the Agreement provides for a far better conservation outcome than the typical project-specific permitting and protracted litigation methods most often used in development and conservation disputes.

1.1.2 TEJON RANCH CONSERVANCY

1.1.2.1 INDEPENDENT CONSERVANCY

The Conservancy is governed by a twelve-member board consisting of four members appointed by TRC (Class A Members), four members appointed by the Resource Groups (Class B Members) and four independent members jointly appointed by the Resource Groups and TRC during the first three years and by the Conservancy Board thereafter (Class C Members). The current board consists of:

Class A: Gary Hunt, Randall Lewis, Roberta Marshall, Kathleen J. Perkinson

Class B: Graham Chisholm, Jim Dodson, Joel Reynolds, Dan Silver

Class C: Emmy Cattani, Frank Davis, Sopac McCarthy Mulholland, Al Wright

In accordance with its goal of hiring experienced staff with expertise in land trust administration, conservation biology and open space land management, the Conservancy hired Tom Maloney in February 2009. Formerly with The Nature Conservancy, where he served in various capacities for over eight years, Maloney worked extensively on rangeland conservation and public lands management issues. In addition, Michael White, PhD, former Senior Ecologist and San Diego Director for Conservation Biology Institute, an expert in habitat conservation planning and riparian ecology, who was contracted to serve as interim Science Director starting in August 2008, accepted an offer to assume that role on a full-time basis starting August 2009. Jennifer Browne has served as the Operations Manager for the Conservancy since April 2009. She was previously a Project Manager for the Tejon Ranch Company where she worked closely with the Conservancy's interim executive director and board. Additional staffing will be added as necessary to achieve the Conservancy's goals of providing for science based stewardship and significant public access.

1.1.2.2 RANCH-WIDE STEWARDSHIP

Per Article 2, Section 2.1 of the RWA:

> "The mission of the Conservancy is to preserve, enhance and restore the native biodiversity and ecosystem values of the Ranch and Tehachapi Range for the benefit of California's future generations. The Conservancy will work collaboratively with TRC to promote the long-term science-based stewardship of the Ranch and to provide for public enjoyment through educational programs and public access."

As such, the Conservancy will:

- Bring together the expertise of leading experts in conservation, natural resource management and business interests to further develop the framework for stewardship of the conserved lands;

- Adopt, update, monitor and enforce implementation of this Ranch-Wide Management Plan, which will be applicable to all Conservation Easement Areas;

- Manage and monitor natural resource mitigation activities in Conservation Easement Areas and hold all conservation easements, subject to regulatory agency approval, if required;

- Receive and allocate conservation fees and other sources of funding; and
- Oversee managed public access to conserved lands and will provide interpretive and environmental education programs for the local communities, focusing in particular on underserved populations.

1.1.2.3 CONSERVANCY FUNDING

Funding for the Conservancy will be assured through a combination of advances from TRC and payment of conservation fees collected at the time of initial sales and resales of residential units and certain lots within Development Areas as follows:

- A conservation fee covenant will be recorded encumbering the development projects of Centennial, Tejon Mountain Village and Grapevine. The covenant shall provide for a fee, payable in perpetuity, equal to one-quarter percent (.25%) of the retail sales price of each covered transaction, which generally includes initial sales and resales of custom lots and single family attached and detached homes and excludes units designated as affordable.
- TRC will advance amounts necessary to adequately fund the Conservancy for a minimum of seven years (up to fourteen years) as described below.
    - For the 2008 calendar year, TRC advances were $820,000 and for 2009 and 2010, TRC annual advances will be $1,070,000. The advances for these first three years include $1,100,000 for costs of Conservancy formation and for costs associated with securing funding for acquisition of the conservation easements for the five Acquisition Areas.
    - For calendar years 2011 through 2014, which may be extended to 2021 if conservation easements for at least four Acquisition Areas are purchased, TRC annual advances will be $800,000.
    - During the advance period and two years before the Conservancy takes responsibility to manage and monitor natural resource mitigation activities in the Conservation Easement Areas, the TRC annual advance will be increased to $1,500,000.

- During the advance period and in the year the Conservancy takes responsibility to monitor and maintain natural resource mitigation, the TRC annual advance will be adjusted to include the actual mitigation costs for each year.

- Conservation fees in excess of amounts required to meet the Conservancy's core obligations and to fund mitigation obligations will be used to repay TRC advances without interest.

In addition to these funding mechanisms, the Conservancy will actively seek other opportunities for outside funding, including agency and foundation sources, to advance the enhancement and restoration of native biodiversity and ecosystem values of the Ranch as well as other programmatic goals of the organization, such as expansion of public access opportunities on the Ranch.

1.2 INTRODUCTION TO RANCH-WIDE MANAGEMENT PLAN

1.2.1 BACKGROUND

As agreed upon in the RWA, the Conservation Easement Area, generally depicted on Figure 3, will be managed pursuant to the reserved rights, prohibited uses and conservation activities described in Exhibit M of the RWA, which is attached as Appendix A hereto, and this RWMP, developed by TRC and the Conservancy.

The Conservation Easement Area includes all of the land encumbered or proposed to be encumbered by a Dedicated Conservation Easement or a Purchased Conservation Easement. The Dedicated Conservation Easement Area, generally depicted on Figure 3, Conservation Easement Area, is approximately 145,000 acres. The Purchased Conservation Easement Areas, also depicted on Figure 3, consist of the Acquisition Areas for which conservation easements may be acquired pursuant to the RWA. These Acquisition Areas together comprise approximately 62,000 acres and include Bi-Centennial, Michener, Old Headquarters, Tri-Centennial and White Wolf. The Acquisition Areas are discussed further in Section 4, Geographic Sub-Areas for Baseline Development of this Interim RWMP. Together, the Dedicated Conservation Easement and Purchased Conservation Easement Areas total

approximately 207,000 acres of Conservation Easement Area covered by the RWMP.[1]

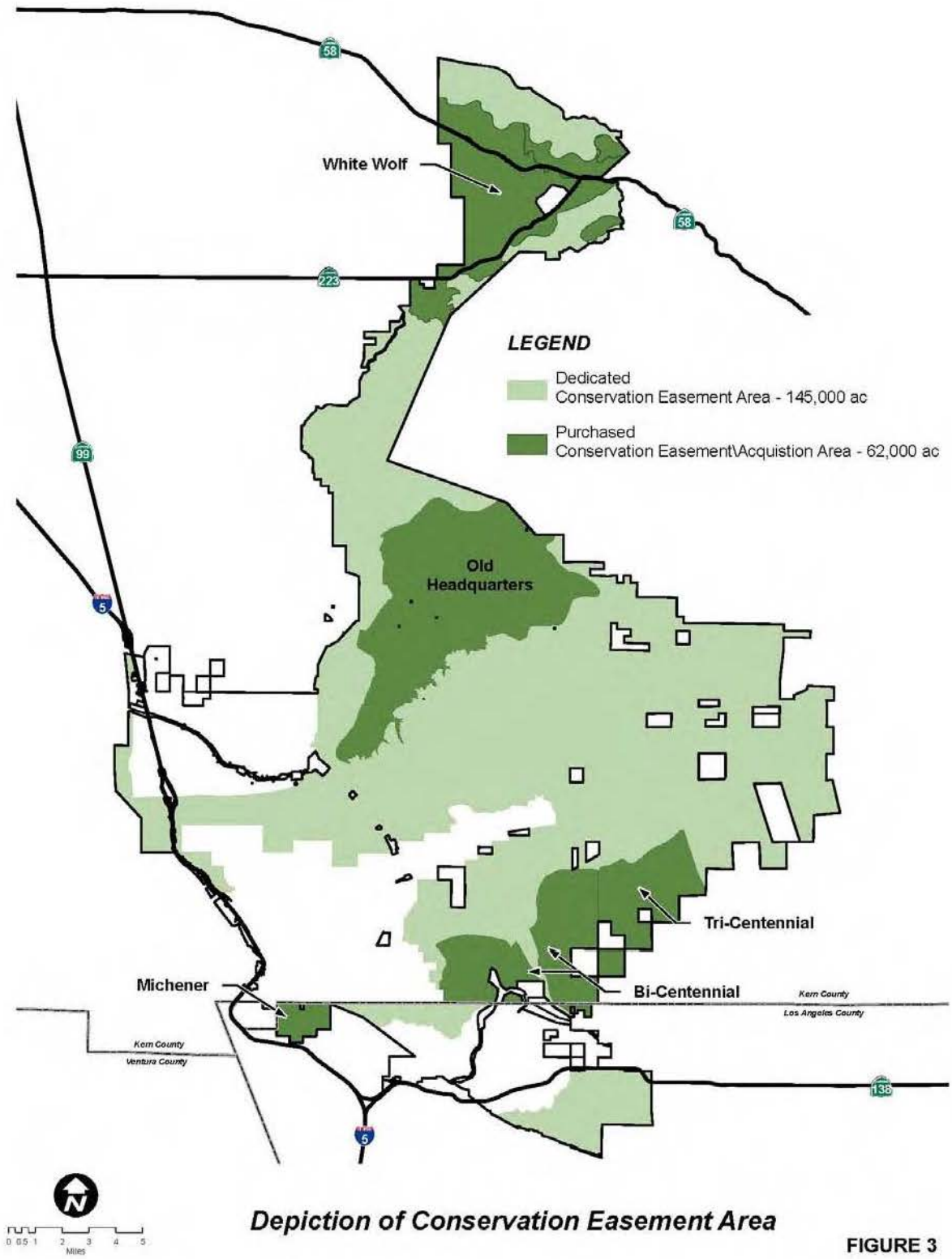
Exhibit M of the RWA provides for TRC's ongoing ownership and use of the Conservation Easement Area, specifically discussing the "Reserved Rights" including, for example, various Core Activities and Ranch Activities. Exhibit M also describes the Conservation Activities in which the Conservancy may engage. The RWMP and, specifically, the Best Management Practices (BMPs) contained within Section 3 of this document, add additional detail on the manner in which activities shall be performed, which will be updated with revisions to the RWMP, as described in Section 1.2.4 below. The RWMP shall be implemented as follows:

- Following adoption of the Interim RWMP and until the adoption of the Initial RWMP, TRC shall manage and use the Conservation Easement Area consistent with Exhibit M, and shall commence and diligently pursue implementation of the BMPs set forth in the Interim RWMP for all Reserved Rights on the Conservation Easement Area consistent with Exhibit M. TRC shall have any and all rights pursuant to Exhibit M.
- Following adoption of the Initial RWMP pursuant to Section 3.3 of the RWA or subsequent updates pursuant to Section 3.4, TRC shall manage and use the Conservation Easement Area consistent with Exhibit M, including implementation of BMPs as set forth in the RWMP, and TRC shall have any and all rights pursuant to Exhibit M.

The RWMP will be prepared in three phases:

- TRC is responsible for preparation of this Interim RWMP (this document), which is to be submitted for Conservancy adoption
- The Conservancy is responsible for preparation of the Initial RWMP, to be completed within 5 years of the Effective Date (June 16, 2013).

[1] The RWA also provides for open space within designated Development Areas. These project open space areas are not included within the Conservation Easement Areas and are therefore not subject to this Interim RWMP.



Depiction of Conservation Easement Area

FIGURE 3

- Updates of the RWMP (Revised RWMPs) shall be prepared by the Conservancy every 5 years thereafter, with more frequent revisions also authorized by the RWA.

1.2.2 DOCUMENT INTERFACE

It should be noted that narrative text and summary descriptions of the Tehachapi Uplands Multi-Species Habitat Conservation Plan (TUMSHCP) or RWA provisions included in this Interim RWMP are not intended to, and do not by inclusion in this RWMP, modify the TUMSHCP or RWA. In the event of any conflict between this Interim RWMP and the TUMSHCP, the TUMSHCP shall control.

1.2.3 INTERIM RWMP

This Interim RWMP is prepared in accordance with Section 3.2 of the RWA, which states:

> "Within one (1) year from the Effective Date, TRC shall draft a planning document (the "Interim RWMP") in cooperation with the Conservancy, which includes:
>
> (a) a list and summary of currently available reports and other materials documenting baseline conditions of the Conservation Easement Area;
>
> (b) a list of proposed Best Management Practices (BMPs) for each of the Reserved Rights (other than the Core Activities) consistent with the "Current Stewardship Standard";
>
> (c) a list of proposed geographic sub-areas which shall receive priority in the development of additional baseline evaluations and sub-area conservation goals in the RWMP;
>
> (d) a proposed interim public access plan developed in accordance with Section 3.11 of the RWA including provision for docent-led tours to specified portions of the Conservation Easement Area and Bear Trap Canyon; and
>
> (e) a general process and timeline proposed for implementation of the RWMP, including information needs for future revisions of the RWMP…"

The "Current Stewardship Standard" permits BMPs and other TRC activities and actions that preserve the Conservation Values that were present on the Conservation Easement Areas as of the Effective Date. Existing Ranch uses, and the operational practices of this working ranch, have resulted in the existing environmental conditions.

1.2.4 INITIAL AND REVISED RWMP

Per Section 3.3 of the RWA:

> "Upon the Conservancy's adoption of the Interim RWMP, the Conservancy shall commence baseline studies and monitoring in accordance with the Interim RWMP and the preparation of the RWMP. The initial RWMP shall be completed promptly, but no later than the end of the Initial Period."

TRC and the Conservancy will work cooperatively to ensure that this timeline is met.

Per Section 3.4 of the RWA:

> "The Conservancy shall update the RWMP, in consultation with TRC, every five (5) years after the Initial Period and as otherwise needed…"

Such updates will reflect changes in the Conservancy's understanding of Conservation Values and if appropriate, changed conditions (e.g., changes relating to economic conditions, weather cycles, technologies, and conservation practices), consistent with the applicable Management Standard.

The Initial and Revised RWMPs will establish conservation goals and objectives designed to preserve as well as enhance the Conservation Values present on the Conservation Easement Area, on a sub-area or management unit basis, as documented in the baseline studies and any available monitoring information for any designated sub-area or management unit, taking into account seasonal variations, other climate cycles, and TRC's Reserved Rights. The Conservancy may undertake restoration and conservation activities within the Conservation Easement Area after June 16, 2013 (after expiration of the Initial Period, which is 5 years after the Effective Date), as set forth in Section 3.8(a) of the RWA and Paragraph 3 of Exhibit M of the RWA, subject to an Adaptive Management Standard, which allows for enhancing Conservation Values while recognizing that the continued economic use of the Conservation Easement Area, as a whole, will be respected.

Pursuant to Section 3.3 of the RWA, the Initial and Revised RWMPs may include, among other items:

> "BMPs for soil and water conservation, erosion control, grazing management, pest management, nutrient management, wildlife management, public access programs, water quality and habitat protection on the Conservation Easement Area. Subject to the terms of the RWA, BMPs may also include, without limitation: (a) controls on the active introduction and spread caused by TRC of non-native exotic invasive plant and animal species; (b) residual dry matter guidelines, which may vary according to slope, soil, precipitation and other conditions; and (c) other practices to protect water quality and riparian and other native habitats and species within the Conservation Easement Area, all consistent with the applicable Management Standard."

1.2.5 GUIDING PRINCIPLES

TRC and the Resource Groups have jointly prepared policy-level guiding principles that will guide development of the Initial and Revised RWMPs. TRC has coordinated with the Conservancy to draft this Interim RWMP and will work with the Conservancy to implement it and to develop the Initial RWMP, in accordance with these guiding principles, within the Initial Period.

The guiding principles, as found in Section 3.1 of the RWA, are as follows:

a) Identify and assess the Conservation Values of the Conservation Easement Area and opportunities for protection, enhancement, and restoration of those Conservation Values;

b) Establish sustainable strategies for the stewardship of the Conservation Easement Area, with appropriate provision for both the protection of the Conservation Values of the Conservation Easement Area and the continued use of the Conservation Easement Area for the Reserved Rights;

c) Establish reasonable and economically feasible conservation goals and objectives for the Conservation Easement Area, including goals and objectives with regard to the following:

    i) Promotion and restoration of native biodiversity and ecosystem values.

    ii) Protection and enhancement of natural watershed functions and stream and aquatic habitat quality.

iii) Maintenance of healthy, diverse native forests.

iv) Protection of human life and property, public safety, and natural resource values from wildfire, recognizing that fire is a natural ecological process.

v) Protection and appropriate restoration and interpretation of significant historical and cultural resources.

vi) Protection of scenic vistas and rare visual resources.

d) Achieve the RWMP goals and objectives through the establishment of BMPs for permitted uses of the Conservation Easement Area, identifying appropriate Conservation Activities, monitoring programs, and research consistent with Paragraph 3 of Exhibit M, and providing flexibility to implement BMPs and Conservation Activities in an adaptive fashion to achieve the RWMP conservation goals and objectives all in accordance with the applicable Management Standard;

e) Provide opportunities for significant, well managed public access through a Public Access Plan developed in accordance with Section 3.11 of the RWA; and

f) Establish environmental education and outreach programs, including maintaining relationships with local Native American groups.

1.3 TEHACHAPI UPLAND MULTI-SPECIES HABITAT CONSERVATION PLAN

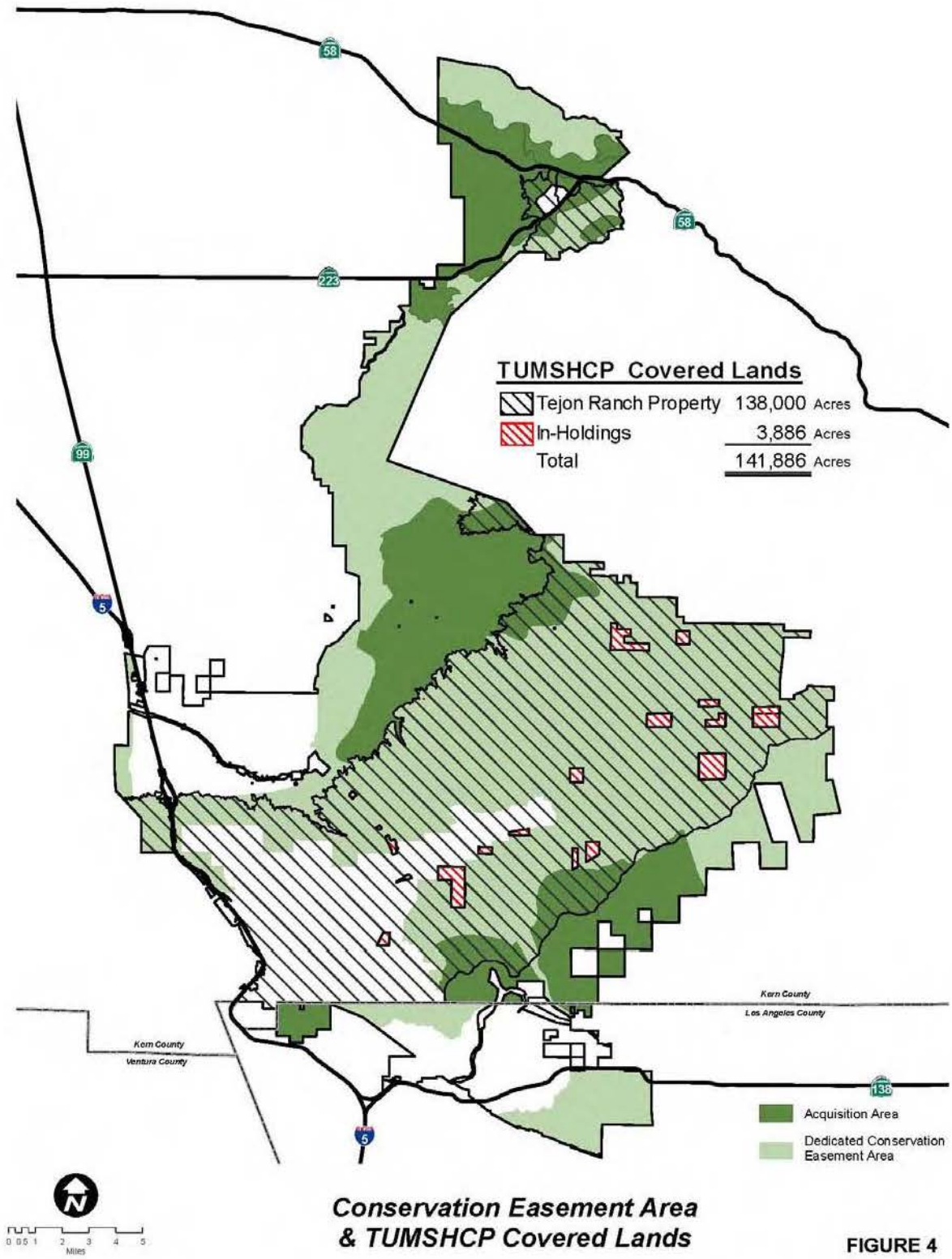
Approximately 116,500 acres of the Dedicated Conservation Easement Areas and approximately 12,800 acres of the Acquisition Areas—in total, approximately 130,000 acres of the Conservation Easement Area covered by the RWMP—are also included as "Covered Lands" in the pending TUMSHCP as depicted on Figure 4, Conservation Easement Area and TUMSHCP Covered Lands. The TUMSHCP takes into consideration implementation of the RWA and the potential preservation of the Acquisition Areas. The TUMSHCP provides coverage under the Endangered Species Act for many of the Reserved Rights set forth in the RWA, with limited exceptions (e.g., hunting is not a Covered Activity). The TUMSHCP generally allows for the continuation of existing uses on the Covered Lands and for the preservation of these lands to protect the 27 covered species included in the TUMSHCP. During the 50-year term of the TUMSHCP, the U.S. Fish and Wildlife Service (FWS) has review and approval authority over the RWMP solely for purposes of assuring compliance with the TUMSHCP and

Endangered Species Act on the Covered Lands. Following this permit term, FWS has review authority of the RWMP solely for purposes of assuring compliance with the Endangered Species Act on the Covered Lands.

This RWMP also applies to the portions of the Conservation Easement Area that are considered "Mitigation Lands" under the TUMSHCP. Many of the Reserved Rights and Core Activities are also "Covered Activities" in the TUMSHCP. The TUMSHCP provides generally for the continuation of historical ranching activities on TUMSHCP Mitigation Lands, and also provides for the permanent ground disturbance of up to 200 acres of Mitigation Lands for the construction of new roads and ancillary structures (if needed) for these ongoing Ranch uses, provided that any such new ground disturbance complies with the TUMSHCP and is consistent with the applicable requirements of the RWA. The Conservancy's role in mitigation, as outlined in Section 3.10 of the RWA, is discussed in Section 3.2.15 of this RWMP.

The TUMSHCP Covered Activity list, and its relationship to certain Reserved Rights in the RWA, is summarized in Table 3.1.1 below. [2]

[2] Note: Table 3.1.1 is provided solely to facilitate an understanding between the various categories of Reserved Rights and Covered Activities.



Conservation Easement Area & TUMSHCP Covered Lands

FIGURE 4

Table 1.1.1
RWA Reserved Rights and TUMSHCP Covered Activities

RWA Reserved Right	TUMSHCP Covered Activity
Ranching/Livestock Management	Grazing/Range Management (Includes construction, operation, and maintenance of watering facilities, feeding areas, fences, corrals, and other ancillary ranch structures. Grazing at a total head number of 14,500 would continue consistent with past Ranch practices.) (Commercial hunting not covered.)
Farming	Farming and Irrigation Systems (Experimental orchard and vineyard areas within Covered Lands.)
Wildlife Management	Predator and Pest Control (Commercial hunting not covered.)
Filming	Film Production
Oil, Gas, and Hydrocarbon Extraction	Not covered by TUMSHCP (Does not occur within TUMSHCP Covered Lands.)
Mineral Extraction	Not covered by TUMSHCP
Fuel Management	Fuel Management; Grazing
Employee Housing Incidental Ranch Facilities Existing and New Structures	Ancillary Ranch Structures
Fencing	Fencing
Signs	Ancillary Ranch Structures
Hunting Cabins	Back Country Cabins
Private Recreational Use	Passive Recreation (Excluding hunting)
Mitigation Activities	Monitoring and Management Activities
Tribal Rights	Not covered by TUMSHCP
Groundwater Extraction; Surface Alterations for Water Storage	Grazing; Ancillary Ranch Structures

1.4 INTRODUCTION TO TEJON RANCH

1.4.1 LOCATION AND SIZE

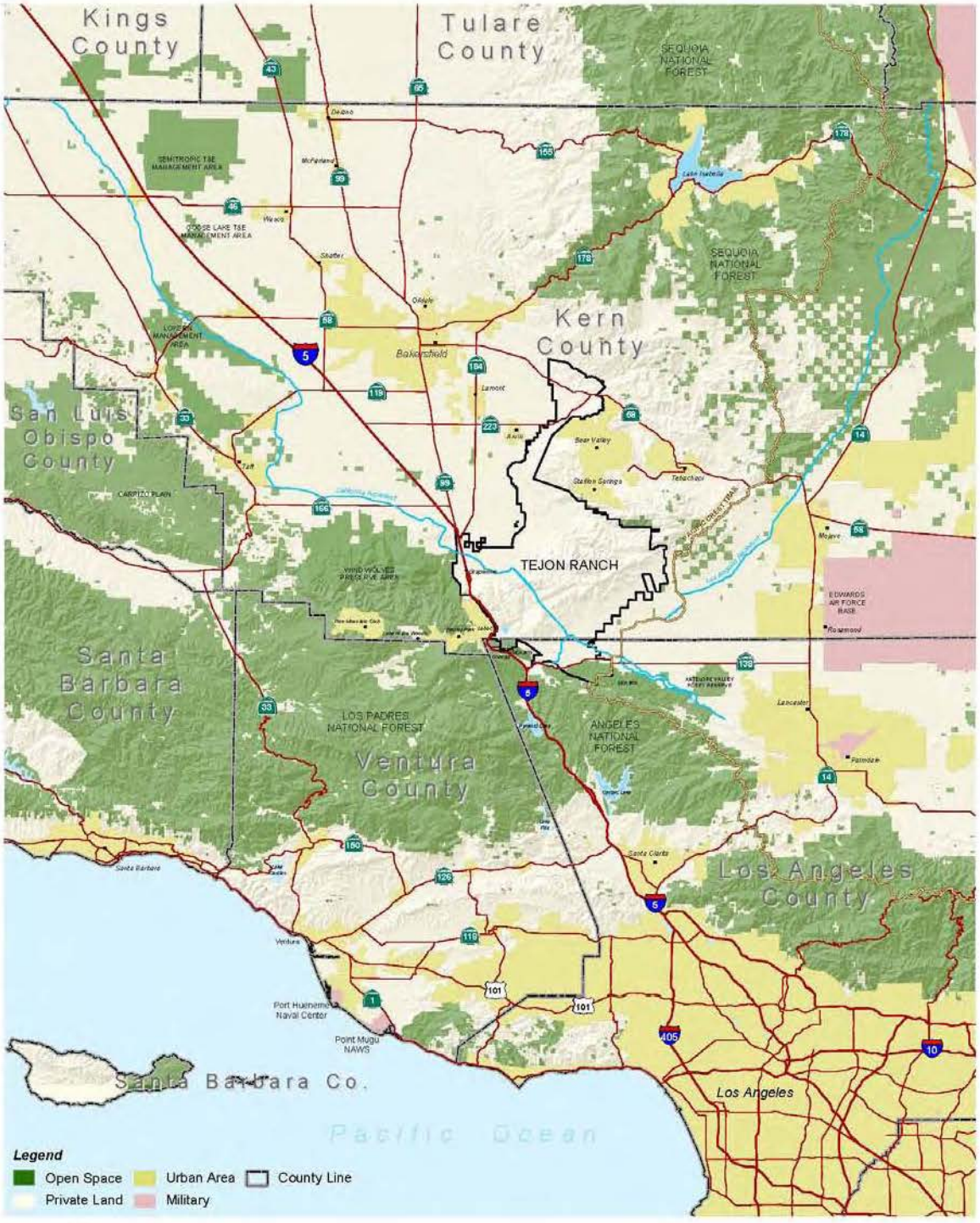
Tejon Ranch is located approximately 60 miles north of Los Angeles, California and 30 miles south of Bakersfield, California in the southern San Joaquin Valley, as depicted on Figure 5, Regional Map. The Ranch measures approximately 270,000 acres (Figure 6, Depiction of Tejon Ranch). Approximately 247,000 acres of the Ranch are located in southern Kern County and approximately 23,000 acres are located in northern Los Angeles County. The Ranch measures approximately 40 miles from north to south, and 26 miles from east to west. Given its size, Tejon

Ranch is the largest contiguous, privately owned landscape in the State of California.

1.4.2 CULTURAL HISTORY

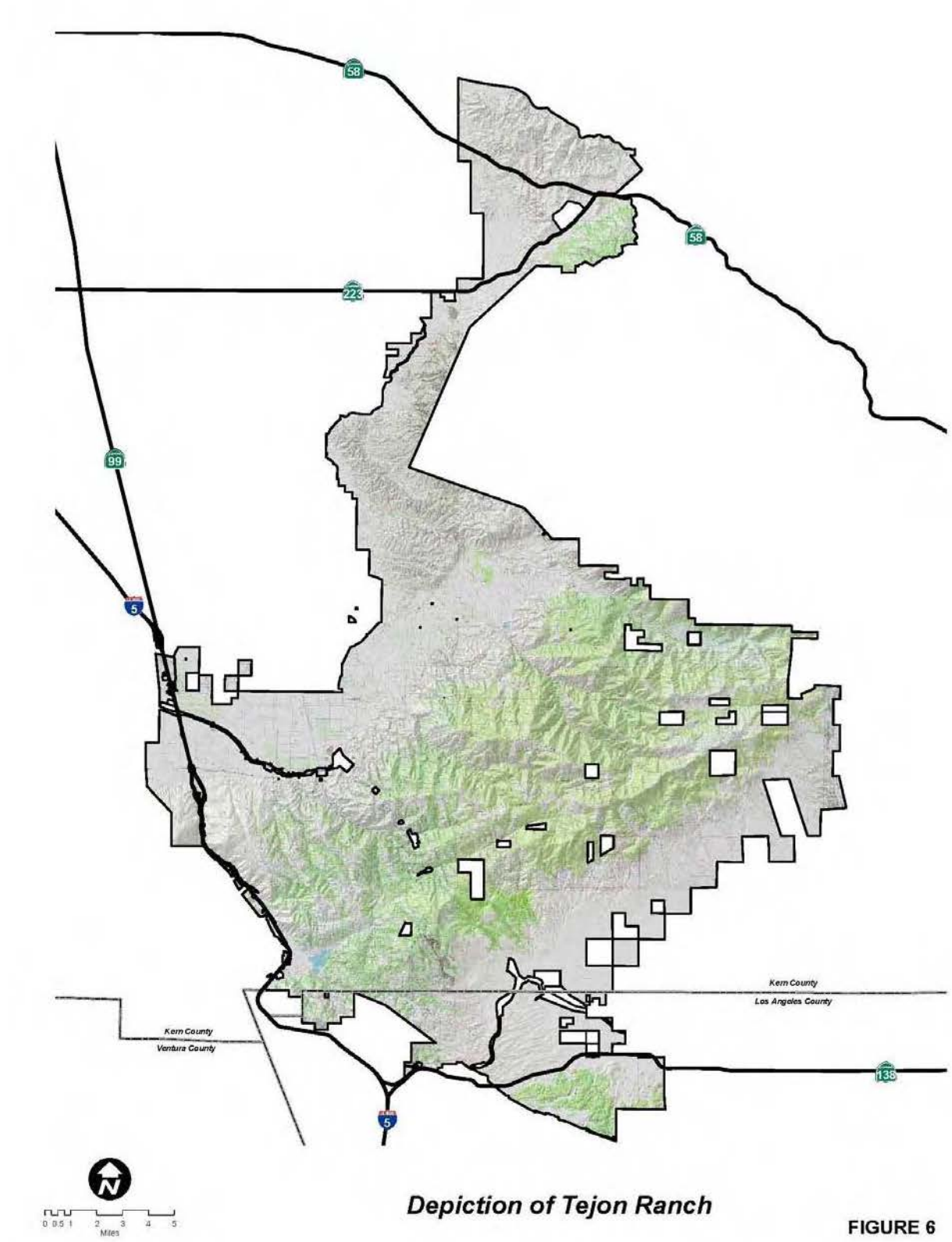
Studies indicate that prior to 1800, five Native American tribes resided on portions of the Tejon Ranch and the surrounding region. The Kitanemuk, who lived in the Tehachapi Mountains and the foothills east of Castac Lake (also known as Tejon Lake), occupied the largest area of the Ranch. The other tribe occupying a large portion of the Ranch was the Yokuts, who inhabited the San Joaquin Valley, just east of Grapevine Canyon. The Ranch includes the far eastern edge of former Chumash lands, and Chumash did live at the mouth of Grapevine Canyon and along Castac Lake. The Tatavium inhabited the far western edge of the Antelope Valley. Finally, the territory of the Kawaiisu included the far northern reaches of Tejon Ranch, though they lived where the City of Tehachapi is now located.

Lieutenant Francisco Ruiz named the Tejon region in 1806 when he found a dead badger at the mouth of a canyon. Tejon Canyon was then named for the Spanish word for badger: Tejon. The Ranch itself further takes its name from Rancho El Tejon, one of four historic Mexican land grants that the noted early California figure General Edward Fitzgerald Beale purchased in the mid-1800s to form the landscape that today is Tejon Ranch.



Regional Map

FIGURE 5



Depiction of Tejon Ranch

FIGURE 6

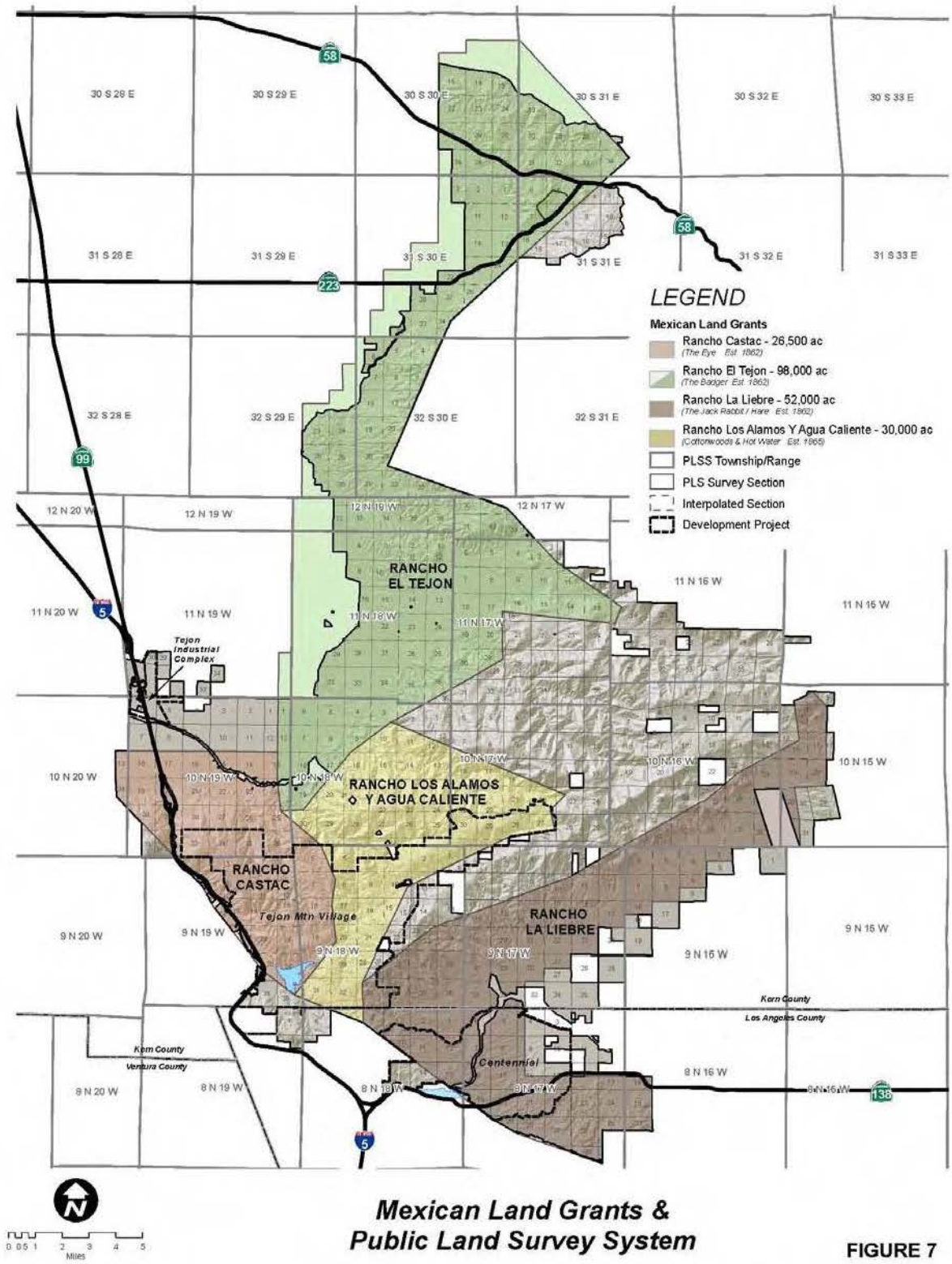
1.4.3 TEJON RANCH COMPANY

General Beale originally came to California as a naval officer and served alongside John C. Fremont in the Battle of San Pasqual, earning a reputation as a war hero. Appointed the California Superintendent of Indian Affairs, General Beale returned to California in 1852 and was instrumental in establishing Fort Tejon and the Sebastian Indian Reservation in the Tejon Canyon area of the Ranch. The time Beale spent in the region led him to pursue purchase of land in the area. In 1855, Beale purchased the Rancho La Liebre land grant of approximately 50,000 acres, his first purchase toward assembling the Tejon Ranch. Ten years later, Beale purchased Rancho Los Alamos y Agua Caliente, at approximately 25,000 acres, and Rancho el Tejon, by far the most prominent of the grants at 100,000 acres. The next year, Beale purchased the 23,000 acres of Rancho de Castac. The majority of Tejon Ranch then assembled, the Ranch lands were added to over the years by acquisition of inside ownerships and land claims on government or unclaimed lands, eventually increasing the size of the Ranch to approximately 300,000 acres (Figure 7, Mexican Land Grants and Public Lands Survey System).

General Beale established the earliest incarnation of TRC and in the early years focused on sheep grazing. After years of drought had severely affected his sheep operation—an operation that had included 125,000 sheep at its high point—Beale decided in 1880 to transition to cattle grazing. By 1891, an appraisal performed for TRC counted 25,000 cattle and 7,500 sheep. Beale and his staff also realized the value that could be gained in farming the fertile soil of the Ranch—the first irrigation canal in the San Joaquin Valley was actually built at the Sebastian Indian Reservation—and in the 1890s began commercial farming operations at the Ranch. This early farming included approximately 55 acres of oranges, figs and vineyards.

In 1893, General Beale passed away and the ownership of Tejon Ranch transferred to his son, Truxtun Beale. Truxtun operated the Ranch from afar, living primarily in San Francisco. During his tenure of ownership, Truxtun took measures to solidify the legacy of his family in Kern County, donating money to establish the Beale Memorial Library, the first free library in Kern County and the original namesake of today's facility in downtown Bakersfield, and the Beale clock tower.

Truxtun Beale eventually put Tejon Ranch on the market so that he could pursue other interests. The sale caught the attention of a group of about 30 businessmen from Los Angeles, and in 1912 the group, led by Harry Chandler and Moses Sherman, purchased the Tejon Ranch. Chandler was a member of the family that founded the Times Mirror Company, which owned the *Los Angeles Times,* and he



Mexican Land Grants & Public Land Survey System

FIGURE 7

eventually became the paper's publisher, while Sherman was the developer and namesake of Sherman Oaks. Through the early twentieth century, the Ranch expanded cattle grazing and farming operations and served as a hunting retreat for the owners. The owners also considered other business opportunities, such as development along the "Old Ridge Route", the early highway constructed through the Grapevine to ease transportation between northern and southern California.

In 1936, Harry Chandler incorporated TRC with 108,000 shares of stock outstanding and available for public purchase. Company operations continued to focus on grazing and farming through the 1970s when TRC began traveler-oriented commercial development along Highway 99 (prior to its designation as Interstate 5), the descendent of the Ridge Route. TRC also entered into an agricultural partnership in the early 1970s to increase the revenue generated from its farming operations, and contributed approximately 30,000 acres of the then 300,000-acre Ranch to the partnership, reducing the original landholding by 10% to the current 270,000 acres. In 1973, TRC shares, previously traded over the counter, began trading on the American Stock Exchange.

The 1990s brought significant change to TRC. While the company leadership, dating back to General Beale himself, had always contemplated development, the 1997 sale of the Chandler family's stock—held by Times Mirror Company—in the company precipitated a change in ownership that brought an increased emphasis on real estate development, and the Board directed TRC management to pursue entitlement of significant development rights. The intent to focus on development led TRC to transfer its livestock operations to two lessees, who now run cattle on the Ranch. The first result of this new focus was the entitlement and early development of Tejon Industrial Complex, a mixed-use commercial and industrial development consisting of two phases totaling approximately 1,450 acres, near the intersection of Interstate 5 and Highway 99 in the southern San Joaquin Valley.

TRC continued to pursue development in the early 2000s, focusing on: (i) permitting and construction of Tejon Industrial Complex, (ii) permitting of Tejon Mountain Village, a residential and resort community in Kern County planned to include approximately 3,450 homes, in addition to hotels and golf opportunities, and (iii) Centennial, a master-planned community in Los Angeles County planned to include approximately 23,000 homes to be developed over approximately 25 years. In 2003, TRC formed an Environmental Advisory Group to discuss conservation of a significant portion of Ranch lands, and later that year announced a conservation partnership with the Trust for Public Land (TPL) intended to identify 100,000 acres of Ranch lands suitable for conservation. In 2005, TRC and TPL identified 100,000

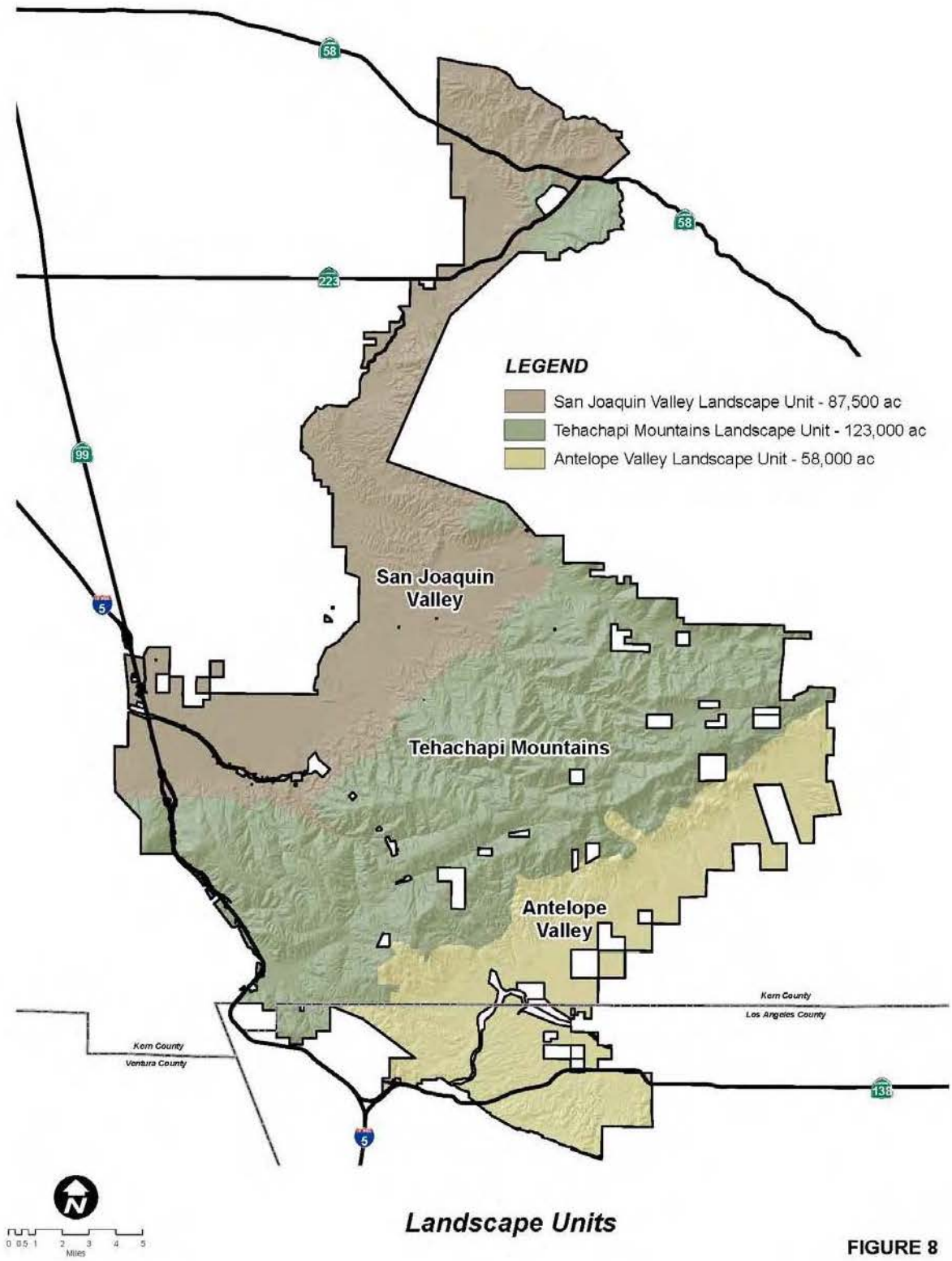
acres for a proposed Tejon Ranch Preserve. From 2005 to 2006, TRC and TPL focused on educating the regulatory and environmental community on the environmental value of the 100,000 acres.

Not satisfied that the proposed 100,000-acre preserve was sufficient, regulatory and environmental leaders urged the Ranch to consider conserving additional lands. This led to dialogue regarding development of a conservation and land use master plan for the Ranch, and in June 2008, following 18 months of collaboration with major environmental resource organizations, TRC entered into the RWA with the Resource Groups and the newly-formed Tejon Ranch Conservancy. In September 2008, TRC implemented a new divisional structure to efficiently execute the various requirements of the RWA. The company now operates four major divisions: Farming, Natural Resources and Stewardship, which is charged with fulfilling TRC's obligations under the RWA, Finance, and Real Estate.

1.4.4 LANDSCAPE

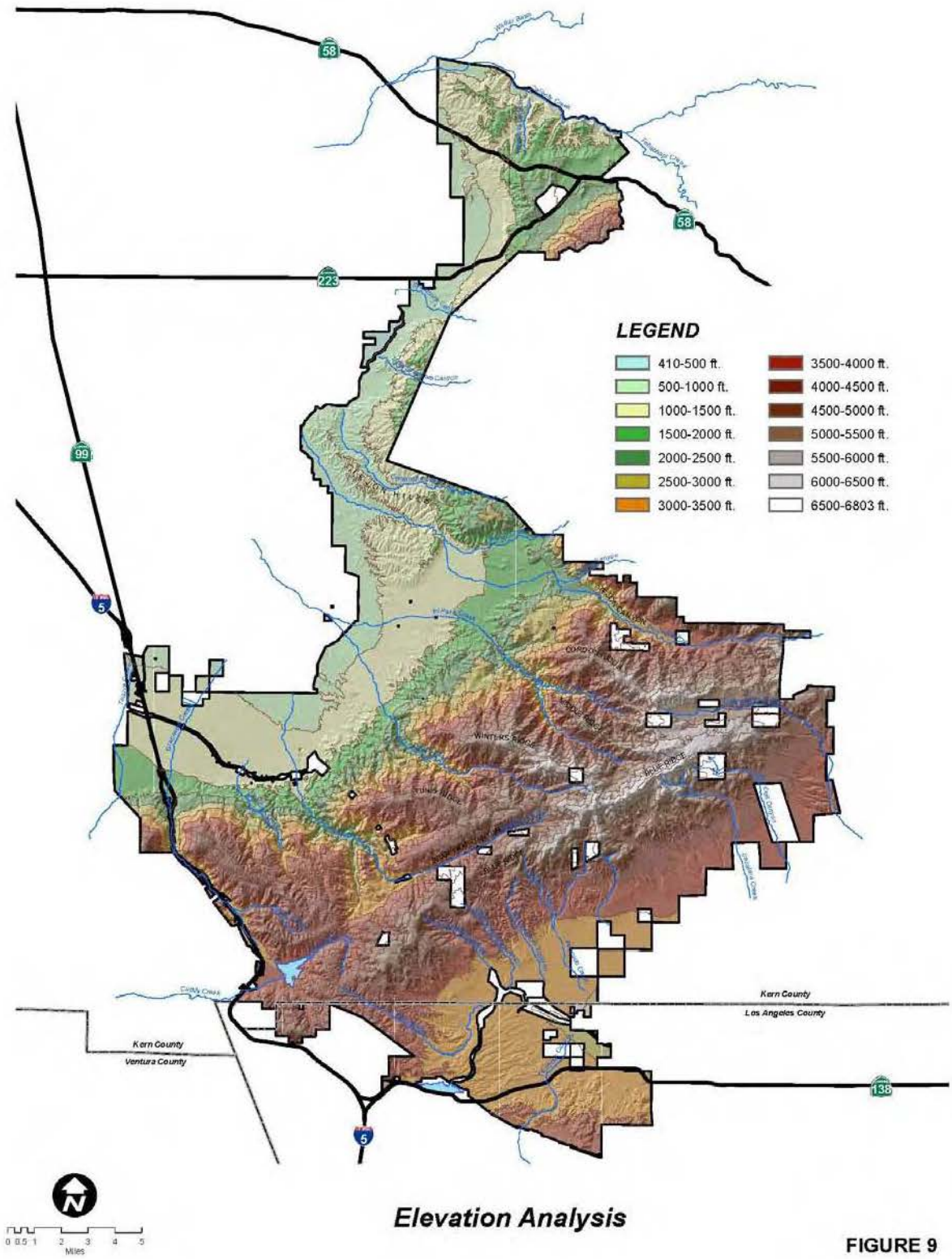
The immense landscape of the Tejon Ranch includes a range of topographical and environmental conditions. The 270,000-acre Ranch is divided from north to south by natural geographic features into three distinct landscape units: the San Joaquin Valley unit—approximately 87,500 acres—transitions upslope to the Tehachapi Mountains unit, which generally consists of Ranch lands above 2,000 feet in elevation—in all, approximately 123,000 acres. The landscape then shifts from the Tehachapi Mountains downslope to the Antelope Valley unit, which lies at the western margin of the Mojave Desert—comprising approximately 58,000 acres (Figure 8, Landscape Units). Elevation across Ranch lands ranges from just above sea level at 400 feet to a lofty 6,800 feet, where mountains can remain snow covered throughout the winter months. (Figure 9, Elevation Analysis)

In addition to the Tehachapi Mountains, other major geological features on the Ranch include two significant geotechnical faults: the White Wolf fault crossing through the Ranch from east to west in the San Joaquin Valley; and the Garlock Fault, crossing through the Ranch in the Tehachapi Mountains, and most evident in the Bear Trap Canyon and Cottonwood Creek drainages it has created. The transverse (east–west) range of the Tehachapi Mountains serves as a linkage between the peninsular (north–south) Coast Range and the Sierra Nevada Mountains located just off the Ranch (Figure 10, Geologic Features).



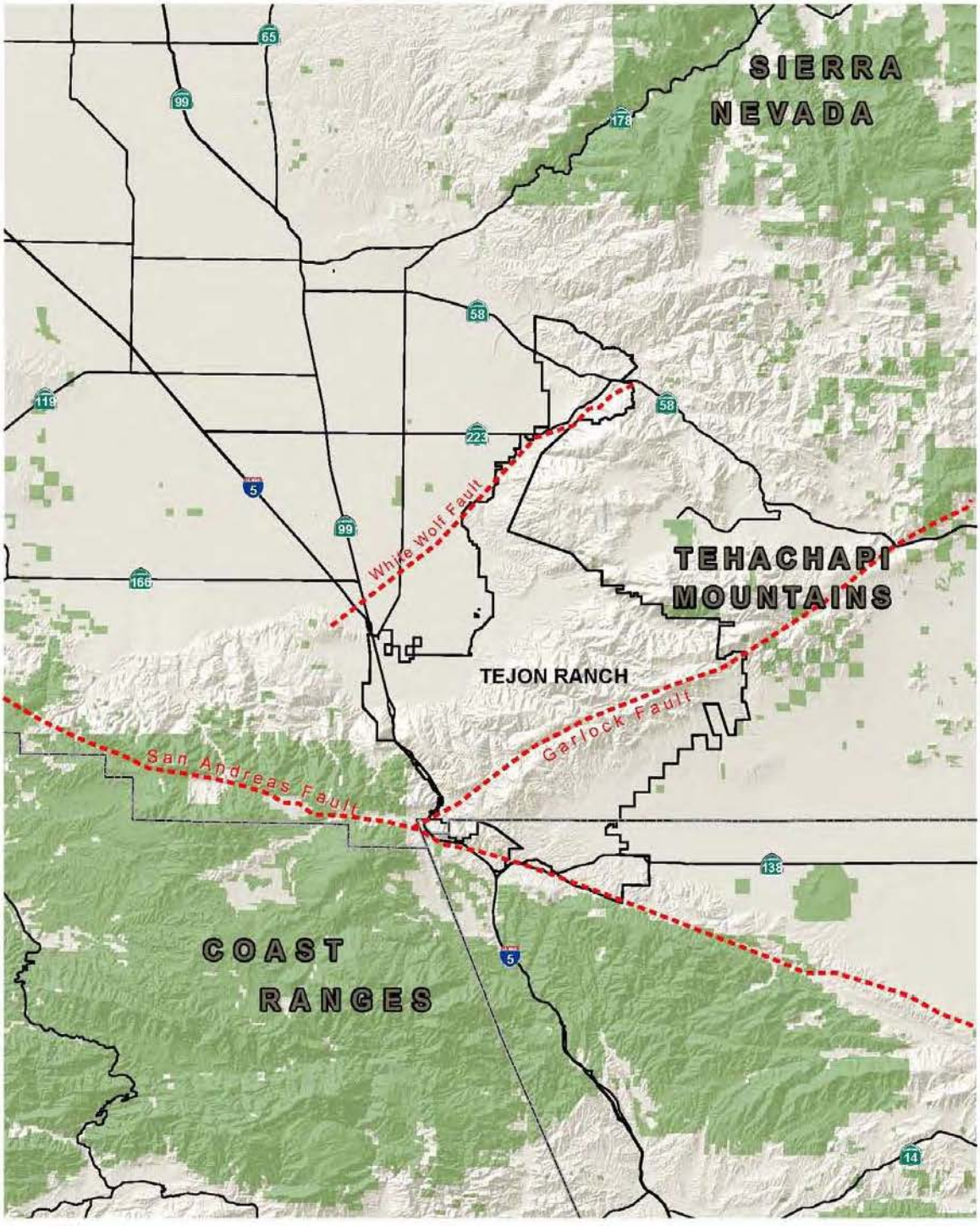
Landscape Units

FIGURE 8



Elevation Analysis

FIGURE 9



Geologic Features

FIGURE 10

1.4.5 EXISTING CONDITIONS

Given its history, use and location, the touch of man on the landscape of Tejon Ranch can today be seen in the various manmade facilities found on its territory. The many uses that exist on the Ranch, from utilities, to oil and gas, to farming, have resulted in the construction of structures, pipelines, towers and canals, generally depicted on Figure 11, Existing Conditions.

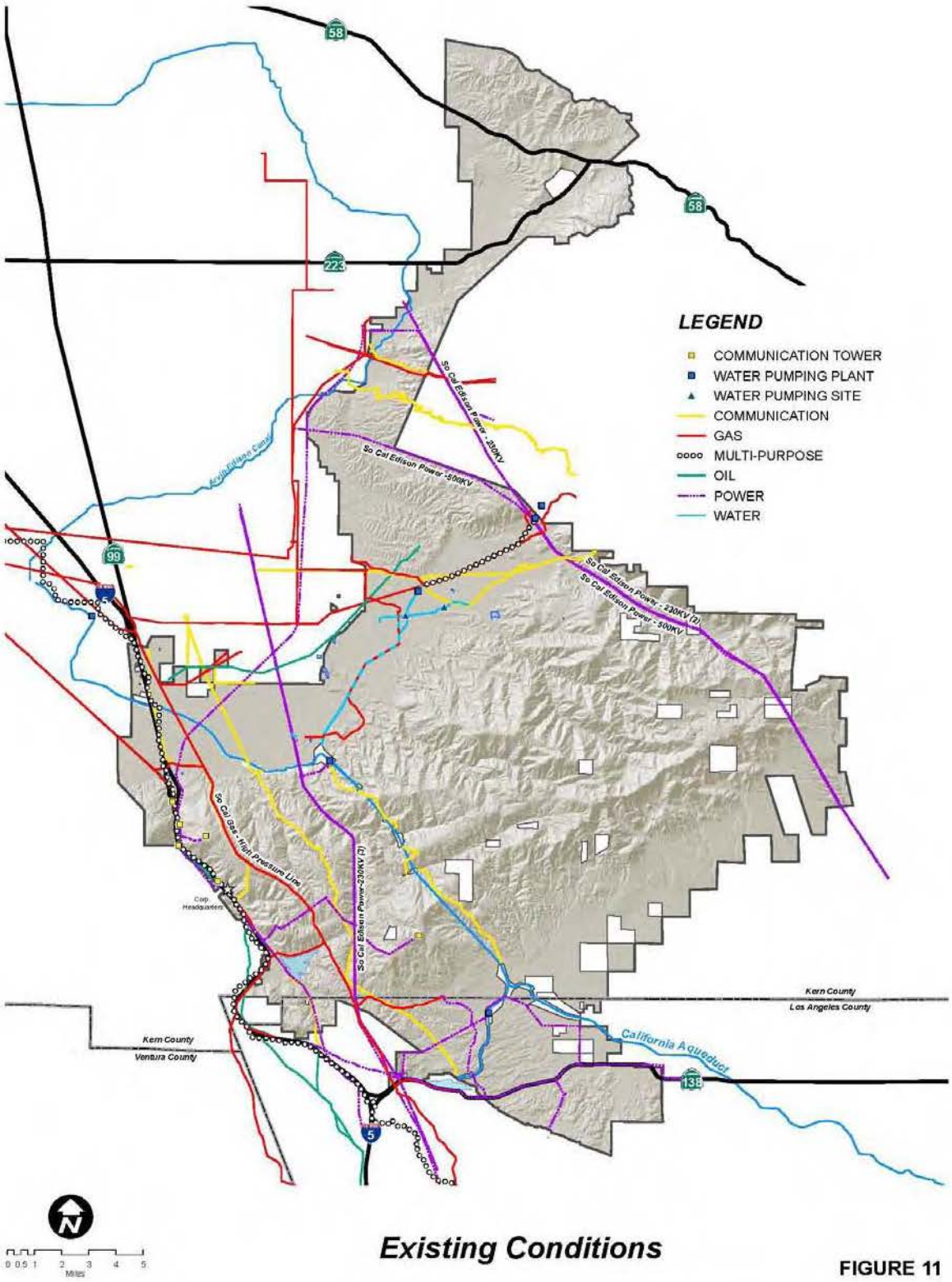
The most significant of the many facilities criss-crossing the Ranch are the four major transportation corridors through the Ranch: Interstate 5 is an eight-lane freeway that cuts through the Ranch for 16 miles along its western boundary, Highway 138 crosses the southern portion of the Ranch for 5 miles, and Highway 223 runs north–south near White Wolf for 6.5 miles, and junctions at its north end with Highway 58, which runs east–west through White Wolf for 7 miles.

In addition to these significant roadways, the Ranch's lands have been traversed by a variety of utility corridors, including the California Department of Water Resources Aqueduct, which travels over 30 miles of the Ranch, 500kV power lines owned by Southern California Edison that run 25 miles through the Ranch, crossing through Tejon Canyon to the Antelope Valley, 230kV power lines also owned by Southern California Edison that travel across 30 miles, and a Southern California Gas Company gas line that travels underground through 15 miles of the Ranch.

The facilities and structures required for Ranch and lessee operations have also added to the Ranch. The majority of these structures are located in areas of regular activity or development, such as Old Headquarters, Tejon Industrial Complex, Grapevine Center and the current Headquarters complex. However, small structures, such as cabins and offices, can be found across the Ranch, as depicted on Figure 12, Depiction of Disturbance Areas.

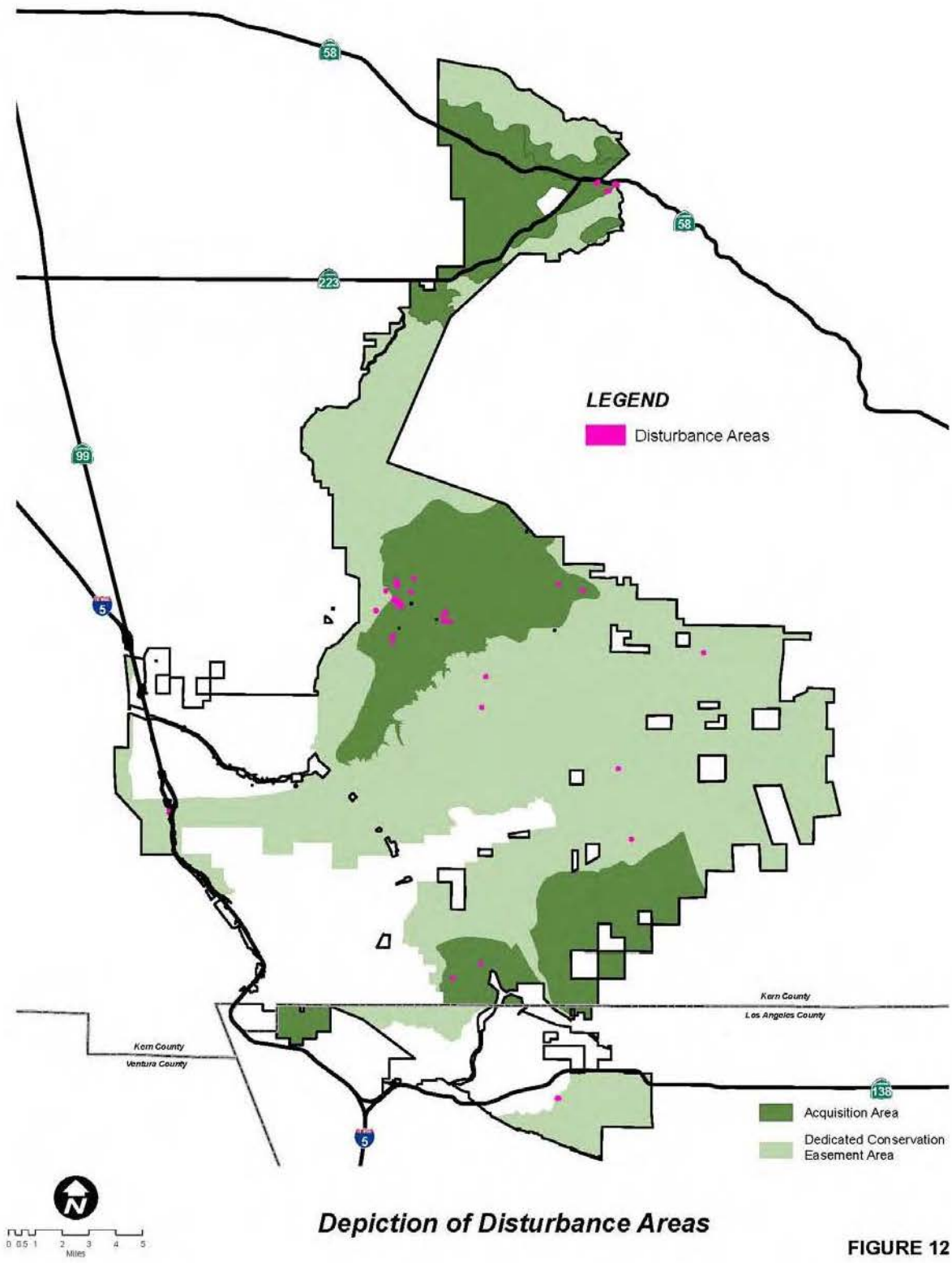
1.4.6 NATURAL RESOURCES

With approximately 270,000 acres, the Ranch's highly complex landscape supports a mosaic of vegetation and animal communities in four distinct eco-regions as identified by the Jepson Manual, consisting of the Sierra Nevada, Southwestern California, the Great Central Valley and the Mojave Desert. Vegetation communities host a unique mix of grasslands, wildflowers, oak savannahs, California buckeye, sycamore, and conifer timber stands of pine, white fir, and cedar, fed by year-round streams at higher elevations. Animal communities include an abundance of native wildlife, ranging from the western gray squirrel, California black bear, and



Existing Conditions

FIGURE 11



Depiction of Disturbance Areas

FIGURE 12

California quail, to the red-tailed hawk, mule deer, and mountain lion.

The natural communities on the Ranch represent a majority of habitat types found in Southern and Central California. In addition, the landscape includes the previously mentioned Tehachapi Mountains connection that provides a continuum of suitable habitat, allowing for potential animal movement through the 270,000-acre Ranch into the Coast Ranges and mountains of Southern California.

1.4.7 ADJACENT LAND USES

This section provides information on types of land uses adjacent to the boundaries of Tejon Ranch and are intended to support the Conservancy in developing a more comprehensive understanding of the Ranch and the surrounding region. The areas described below are depicted on Figure 13, Aerial Imagery Depiction of Adjacent Land Uses.

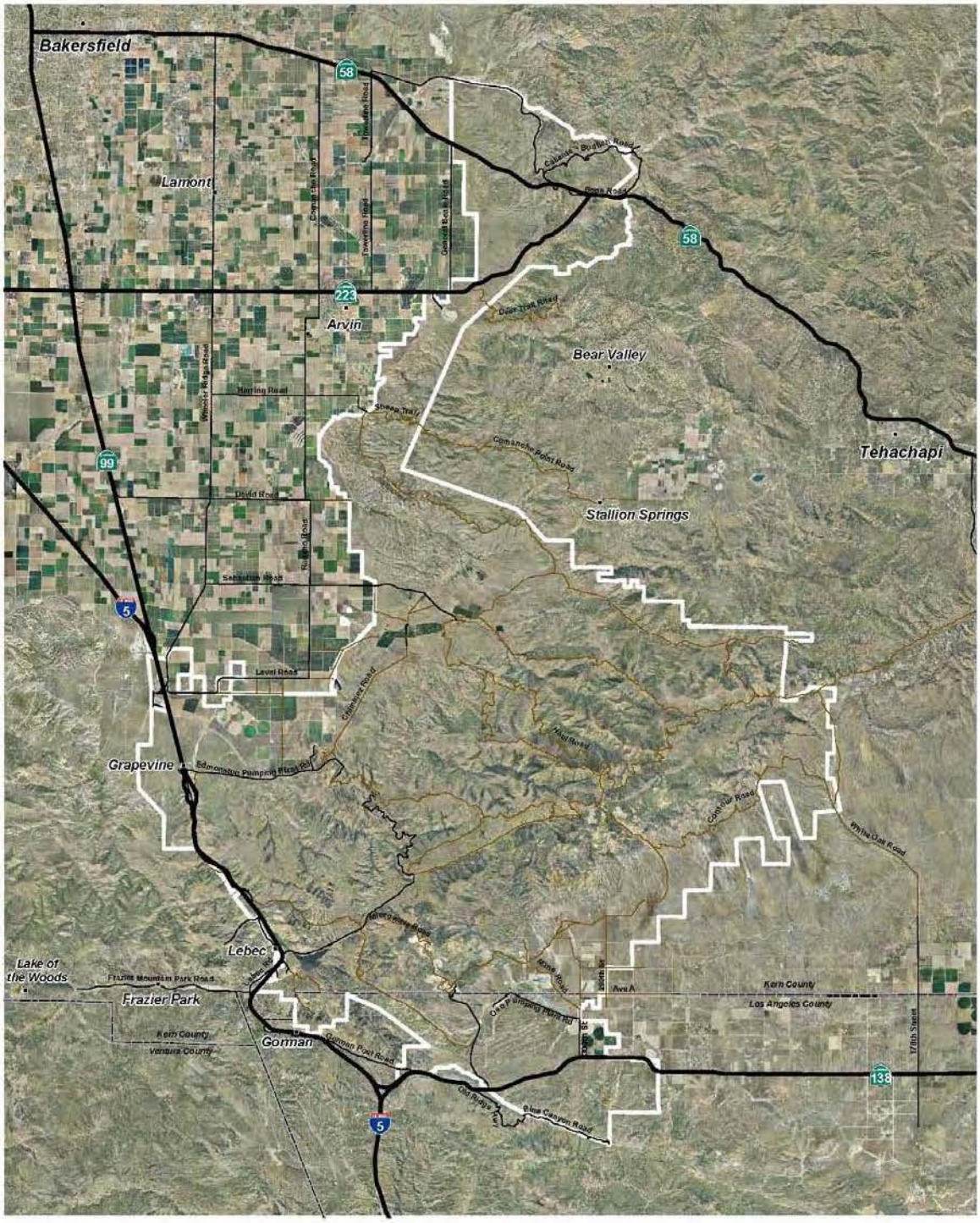
Northern Section

A majority of the northern Ranch boundary from the foot of the Grapevine to Highway 58 abuts productive farmlands. The Ranch's northernmost boundary parallels Caliente Creek and ends to the west at the 2,285-acre Bena Sanitary Landfill. All of the land off Ranch property north of Highway 58 in this section is grazed grassland or open space with scattered ranch parcels.

To the west are the two small farming communities of Arvin and Lamont. Directly to the east are the developments of Stallion Springs and Bear Valley, in the Bear Valley–Cummings Valley area. Further to the northeast are the cities of Keene and Tehachapi, home to the railroad engineering marvel known as the Tehachapi Loop. Downslope from Cummings Valley back toward the Ranch boundary are numerous parcels of land owned by development companies, and at least some of this land may one day form an extension of the existing mountain residential areas. The Bureau of Land Management (BLM) owns several full and partial sections in a checkerboard pattern in the Tehachapi Mountains east of the Ranch.

Southern Section

The southern portion of the Ranch south of Highway 138 is located in Los Angeles County. Most of the land south of the highway is open, rolling grassland, transitioning to oak woodland and chaparral and conifer mixes on upper slopes. Immediately adjacent is Quail Lake, the turnout for the west branch of the California



Aerial Imagery
Depiction of Adjacent Land Uses

FIGURE 13

Aqueduct, numerous small-scale residential ranch parcels, and the Angeles National Forest. Even further south is the Pyramid Lake Recreation Area and the Pyramid Lake Campground along Interstate 5. East of the La Liebre area are rural mountain communities, including Lake Hughes and Lake Elizabeth; the historic alignment of the Ridge Route meanders through the mountains between Highway 138 and Castaic Lake to the south.

Eastern Section

Along the eastern Ranch boundary south of Tehachapi and extending down to the Cottonwood Creek drainage and the Antelope Valley, neighboring land uses include large-lot rural residential, ranching, agriculture, and open space. There are a handful of large, inside landowners along the southeastern portion of the Ranch, at the top of Little Oak Canyon and just south of Cottonwood Creek. At least one of these has a large private residence. Further east, on the western fringe of the Mojave–Rosamond area, there are several large mining and aggregate extraction facilities. The Tehachapi Wind Farm—the world's second largest wind farm, with approximately 5,000 turbines—and the Northrop Grumman aerospace facility are nearby. There are rustic residential developments in the White Oak area adjacent to the Ranch boundary, northeast of Cottonwood Creek.

Western Section

The western portion of the property, from the intersection of Highway 138 and Interstate 5 north to Laval Road, abuts land that includes light agricultural, grazing, recreational, scattered residential, the scattered commercial areas at the Lebec and Frazier Park interchanges, and significant amounts of relatively undisturbed open space. This portion is bordered by the 1,762,000 acre Los Padres National Forest and the 655,000 acre Angeles National Forest, and is partially adjacent to The Wildlands Conservancy's 90,000 acre Wind Wolves Preserve, just west of Interstate 5 in the Grapevine area. Lands across from the Ranch headquarters encompass the historic Fort Tejon State Park and residential development in Digier Canyon. At the foot of the Grapevine, Ranch lands continue out onto the plains south of Laval Road.

Other uses bordering the southwestern portion of the Ranch include various rural desert residences and parcels and Hungry Valley State Vehicle Recreation Area west of Gorman. In addition, nearby are the "Mountain Communities," which consist of the scattered developments of Gorman, Lebec, Frazier Park, Cuddy Valley, and Pine Mountain Club, encompassing a population of approximately 10,000.

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2. BASELINE CONDITIONS INFORMATION

2.1 AVAILABLE INFORMATION

As required by Section 3.2 of the RWA, this Interim RWMP includes:

> "a list and summary of currently available reports and other materials documenting the baseline conditions of the Conservation Easement Area."

2.1.1 PROJECT-SPECIFIC AND TUMSHCP STUDIES

A library of information and analysis relating to Tejon Ranch are included in the technical appendices and narrative text in the published TUMSHCP and the associated Draft Environmental Impact Statement (EIS), the Tejon Mountain Village Specific Plan and Draft Environmental Impact Report (EIR), and the Tejon Industrial Complex Specific Plan and Final EIR. Further technical reports and narrative analysis will become available with the expected publication later this year of the Centennial Specific Plan and Draft EIR.

Collectively, these reports contribute to an understanding of baseline condition information about Conservation Easement Area, including but not limited to biological surveys, reports on special-status species, and reports on environmental conditions. While the Tejon Mountain Village, Tejon Industrial Complex and Centennial documents primarily describe project areas rather than Conservation Easement Areas, these documents include information about adjacent Ranch areas and regional issues (e.g., wildlife movement corridors) that are relevant to the Conservation Easement Areas.

The list of references for the TUMSHCP and EIS is attached as Appendix B. The list of references for the Tejon Mountain Village Specific Plan and EIR is attached as Appendix C. The list of references for the Tejon Industrial Complex Specific Plan and EIR is attached as Appendix D. A list of references for the Centennial Specific Plan and EIR will be attached as Appendix E when released for publication by the County of Los Angeles.

3. BEST MANAGEMENT PRACTICES FOR RESERVED RIGHTS

3.1 SUMMARY

Per Section 3.2 of the RWA, the Interim RWMP shall include:

> "a list of TRC's current BMPs for each of the Reserved Rights (other than the Core Activities) consistent with the Current Stewardship Standard."

Under Article 1, Section 1.15 of the RWA:

> "Best Management Practices" or "BMPs" means practices and procedures established pursuant to the RWMP that apply to the Reserved Rights, other than the Core Activities, and are (a) based on the best available scientific information, (b) feasible, both economically and technologically, (c) reasonable and practicable methods to reduce or minimize adverse impacts to natural and conservation resources resulting from such activities that are subject to BMPs, and (d) reasonably necessary to achieve the applicable Management Standard."

From Article 1, Section 1.140 of the RWA:

> "The term 'Reserved Rights' means, collectively, all rights accruing from [TRC's] ownership of the Conservation Easement Area, including, but not limited to, the right to engage in or to permit or invite others to engage in all uses of the Conservation Easement Area, that are not prohibited or limited by, and are consistent with the Conservation Purpose of, this Agreement, including all activities and uses expressly permitted by and described in Paragraph 1 of Exhibit M or elsewhere in the Agreement."

Paragraph 1(b) of Exhibit M defines TRC's Specific Reserved Rights as Core Activities (as found in Appendix A, Exhibit M), Ranch Uses and Groundwater Extraction/Surface Alterations for Water Storage. The following list of Ranch uses, as found in Exhibit M, are subject to BMPs:

- Ranching/Livestock Management
- Farming
- Wildlife Management
- Filming
- Oil, Gas, and Hydrocarbon Extraction
- Mineral Extraction
- Fuel Management
- Employee Housing
- Incidental Ranch Facilities
- Existing and New Structures
- Fencing
- Signs
- Hunting Cabins
- Private Recreational Use
- Mitigation Activities
- Tribal Rights
- Groundwater Extraction; Surface Alterations for Water Storage

3.2 BEST MANAGEMENT PRACTICES

A compilation of BMPs, listed by Reserved Right, follows:

3.2.1 RANCHING/LIVESTOCK MANAGEMENT

History

Tejon Ranch began as a ranching operation with its founding by General Beale in the mid 1800s. During the tenure of the Beale family as owners of the Ranch, cattle and sheep were run on the land, with approximately 32,000 animals recorded by an appraisal in 1891.

In the 1930s, the Ranch began to shift to a full cattle operation with a significant reduction in sheep numbers. In the 1940s and 1950s, the operation was run by lessees, but the desire to better control and enhance the profitability of cattle ranching led to TRC buying out the lessees in the 1960s. Harold Thurber, a distinguished cattleman, supervised the operation for the Ranch.

Thurber worked to determine which cattle breed and type were best suited for the conditions on the Ranch. In the late 1960s, Mexican steers were introduced and were found to be better adapted to handling the terrain and feed conditions. Thurber developed a commercial cattle herd and continued to cross-breed cattle to develop a breed for the Ranch. The operation continued to grow throughout the late 1900s and ranged from 11,000 – 17,000 head of cattle.

In 2001, as TRC oriented its focus to real estate development, the company decided to lease out livestock operations on the Ranch and liquidate its livestock and livestock-related assets. Today, livestock, primarily cattle, graze approximately 250,000 acres of the Ranch through livestock leases. The lessees pay for the right to use Ranch lands for livestock grazing. TRC manages this activity by ensuring that lessees are in compliance with the terms of their leases; lessees are responsible for knowing the techniques and tools of proper grazing and implementing industry-accepted BMPs. The existing livestock lessees include the Echeverria Cattle Company, which leases approximately 55,000 acres located north of the Old Headquarters area and is owned by Matt Echeverria, a former Senior Vice President and interim President of TRC; and Centennial Livestock, owned by John Lacey, a renowned cattleman with operations spanning California, which leases approximately 195,000 acres south of Old Headquarters. In addition to these leases, TRC may perform livestock management activities directly, such as temporary sheep grazing for field clearing or cattle grazing to maintain TRC's registered cattle brand.

Role of Feed

The implementation of livestock operations is generally driven by available feed, defined as grass or forage levels of a certain height and quality. The feed level determines which pasture livestock are in at a given time and the quality of the feed also determines which supplements are needed, and to a lesser degree, the amount of water required to maintain livestock health. Livestock, focused on feeding, will take the necessary steps to get to available feed, which informs the planning of grazing operations. Within this, different types of livestock and different breeds of a type will pursue feed differently, resulting in differences of distribution tendencies.

Livestock Rotation

The primary duty of lessees or cattlemen is to ensure that their livestock have feed available to them. Therefore, livestock rotation is the practice of managing the location of livestock in pursuit of quality feed as conditions change across a

landscape. Because livestock inherently pursue available feed, the most efficient way to provide for the movement of cattle is to open pasture gates as feed conditions change and allow livestock to "drift" through gates into different pastures where feed is available. Alternatively, cattle can be driven from pasture to pasture to ensure they're in a position where suitable feed is available.

TRC's livestock operators primarily employ a drift approach, continually assessing feed quality on the basis of experience and enabling livestock to access suitable feed. The season starts in the winter, when green suitable feed is available in the low, easy country of the Ranch. In February and March, the green line representing desirable feed begins to retreat uphill as lower environs warm, causing the lowland terrain and feed to dry out and turn to gold. The valley floor pasture gates are opened, allowing cattle to drift uphill into the next pasture to follow the green line. This process continues, with cattle eventually reaching the highest elevations of the Ranch in mid-summer, where they feed on the last of the green feed. Then, the downhill drift begins as the cold season begins and gates to mid-elevation pastures are opened, generally by September or October. Cattle move downhill to avoid the decreasing temperatures in the higher elevations, pursuing feed that is refreshed by fall and winter rains as they move towards the valley floor. They reach the valley floor near the end of the year, and graze the lowlands until the rotation begins again.

The primary factors affecting livestock distribution and impact are livestock type, feed type, water distribution, barriers (such as fencing), and mineral distribution (salt licks, etc.). TRC and its lessees manage these factors to produce a distribution of livestock that will ensure acceptable environmental and grazing conditions. Historically, lessees on the Ranch generally employ a cross-bred type of cattle of a large body size, and specifically have employed native or Mexican stockers. The current cow herd includes Hereford, Brahmas, or cross-bred cows, but the type of cow may change to suit conditions or operation goals. Lessees focus on the cow-calf operation, with the number of stockers determined by the amount of feed available after accounting for the cow-calf operation. Stockers are run on a 2-season system, which requires lessees to be more considerate of feed levels and grazing practices to ensure that feed levels are adequate throughout the year.

Though the majority of livestock management operations are implemented through leases, TRC has placed conditions in the leases that require lessees to operate in accordance with accepted BMPs. The Conservancy will be provided with these leases in accordance with provisions of Section 8.6 of the RWA. While lessees are responsible for livestock management, TRC maintains responsibilities for some major components of the operation, which are described below:

- Road Network: The condition of the Ranch's network of some 2,000 miles of roads—with approximately 1,950 miles of dirt roads and 50 miles of paved roads—is a major factor in the success of the livestock management program. TRC is responsible for the maintenance, construction, and repair of roads. General BMPs for the road network and specific BMPs related to its use for fuel management are outlined in Section 3.2.7.3 below. Additional BMPs specifically related to use of the road network for livestock management are addressed in Section 3.2.1.2 below.
- Fencing: The Ranch's fence network serves the livestock management program as well as other uses. TRC is responsible for the maintenance and construction of exterior Ranch fencing, while lessees are responsible for interior pasture fencing. Fencing is a Reserved Right under the RWA and, as such, BMPs for fencing are included in Section 3.2.11 below.
- Incidental Ranch Facilities, Existing and New Structures, and Employee Housing: Ranching requires the use of numerous small structures, ranging from chutes and corrals to barns and employee housing. These are scattered throughout the Ranch in support of grazing operations and are generally the locations where major livestock operations such as branding, loading and unloading, and vet checks occur, and include the corrals at White Wolf and the Old Headquarters complex. BMPs for these activities are included in Section 3.2.8 (Employee Housing), Section 3.2.9 (Incidental Ranch Facilities), Section 3.2.10 (Existing and New Structures), below.
- Water Resources: Management and provision of water for livestock is a major component of the livestock management program. While lessees are provided access to TRC's existing water systems, they are required to maintain and construct the livestock water systems necessary for operations. BMPs relating to water systems are discussed in this Section 3.2.1 (water systems used specifically for grazing), Sections 3.2.8 through 3.2.10 (water systems used for Employee Housing, Incidental Ranch Facilities, and Existing and New Structures), and Section 3.2.17 (Groundwater Extraction; Surface Alterations for Water Storage).

With TRC's responsibilities for these components, TRC is in regular communication with lessees to ensure that operational needs are met. In addition, TRC coordinates with lessees to ensure that lease guidelines and BMPs are being implemented.

TRC retains the right to use, and to permit other parties to use, the Conservation Easement Area for commercial and non-commercial ranching and livestock

management activities, including but not limited to pasturing and grazing of livestock, and holding and feeding pens for livestock pending purchase or sale or for other livestock management purposes or practices. TRC shall perform, or cause to be performed, all such activities in accordance with the following BMPs established for such use in this Interim RWMP, provided such BMPs are consistent with the applicable RWA management standard. Notwithstanding anything to the contrary contained in this Interim RWMP, and pursuant to the RWA, neither the BMPs nor the Adaptive Management Standard shall cause TRC to fail to meet the requirements to retain the Tejon Ranch cattle brand.

3.2.1.1 PLANNING

The following BMPs are general planning principles that TRC and its lessees use to guide livestock management operations on the Conservation Easement Area:

- TRC requires that grazing is controlled in a manner consistent with the highest standard of BMPs practiced regionally.
- With the understanding that livestock breed and type affect level of movement, temperament, and distribution, TRC and its lessees seek to employ the appropriate type of livestock for Ranch conditions.
- TRC requires that lessees graze a sufficient number of livestock to reduce and manage fuel loads, and TRC establishes minimum and maximum numbers of livestock required.
- TRC and its lessees work constantly to maintain an appropriate balance of livestock sex, breed, and type to produce a distribution of livestock that ensures acceptable environmental and grazing conditions.
- TRC and its lessees work to ensure that the appropriate numbers of livestock are grazed for the carrying capacity of the land, which may vary due to a variety of factors, including but not limited to climate and precipitation. A maximum of 14,500 head of cattle occur Ranch-wide.
    - Lessees are contractually obligated to graze a specified minimum number of cattle, unless drought reduces the carrying capacity; and a maximum number of cattle, unless higher-than-average rainfall permits a greater number of cattle. These minimum and maximum numbers may be adjusted with various combinations of type of cattle (e.g., fewer cows, bulls, and cow-calf units balanced by more stockers).

3.2.1.2 ROAD NETWORK

TRC works with lessees to ensure that the road network provides safe, passable access for operations in accordance with the following BMPs:

- TRC manages the road network and responds to requests for maintenance, repair, and new construction in a manner appropriate to the urgency of the request to ensure continued operation.
- Lessees must submit requests for new construction of roadways used for grazing to TRC for review.
    - TRC will review requests, and perform a Site Evaluation of the requested new roadway segment, to avoid sensitive resources to the extent practicable.
    - After TRC has identified a preferred new roadway segment pursuant to a lessee request, TRC will consult with the Conservancy for written consent if required by the provisions of the RWA, and, if determined to be required, will also obtain relevant agency permits or approvals prior to construction.
    - Personnel engaged in construction activities for new roadways will be required to comply with applicable design specifications and other agency requirements.

3.2.1.3 WATER RESOURCES MANAGEMENT

The majority of water delivery outlets for livestock operations are of the improved type, which includes tanks and troughs. These improved facilities allow for the distribution of water to where it's needed and reduce demand and subsequent impacts on unimproved sources such as springs, streams or other water bodies. Because the location and availability of water has a significant effect on the distribution of livestock, TRC works with lessees to ensure that water resources management is performed efficiently while providing necessary water for operations and appropriate distribution:

- TRC requires lessees to maintain water systems, but due to the importance of maintenance of water resources and their effect on livestock, and to ensure that this function is being performed, TRC also has an employee dedicated to livestock water systems maintenance.
- TRC requires that lessees use water efficiently in their operations.

- Livestock water systems are checked regularly for maintenance needs.
- Additional Needs: The following BMPs relate to the process for addressing additional livestock water system needs:
    - Livestock water systems are reviewed regularly for additional needs.
    - Request for construction of new livestock water systems or significant modifications must be submitted by lessee to TRC for review.
    - As with requests for new roadway segments by lessees (see above), TRC will review the request for new water systems with the lessee, and then complete a Site Evaluation and make practicable adjustments to the requested water system to avoid or minimize impacts to sensitive resources. If determined to be required, TRC will then apply for and obtain relevant approvals for new watering systems under the RWA and under applicable laws. TRC also oversees construction workers and construction activities, for compliance with design specifications and other agency requirements.
- TRC precludes lessees from transferring water from the Ranch to non-Ranch areas.

3.2.1.4 HEALTH AND SAFETY

TRC coordinates with lessees to implement the following BMPs to ensure the health and safety of livestock populations and staff involved in the operations:

- TRC requires that lessees ensure that livestock are in compliance with all applicable livestock health regulations to ensure population health and reduce the risk of contagious disease.
- TRC requires that all livestock are inspected and medically certified as disease-free before entering Ranch lands, which protects the Ranch herds as well as other wildlife such as deer, elk, and antelope.
- TRC requires that lessees vaccinate livestock appropriately to ensure livestock population health and reduce the risk of disease spreading.
- TRC requires that diseased livestock are treated appropriately to ensure livestock population health.
- TRC and its lessees utilize mineral and feed supplements to ensure the health and proper nutrition of livestock populations.

3.2.1.5 ENVIRONMENTAL

TRC coordinates with lessees managing the livestock operations to implement the following environmental BMPs:

- TRC requires that lessees manage grazing in a manner that maintains a reasonable amount of residual dry matter (RDM) throughout the year.
    - TRC practices a light-to-moderate grazing regime and a seasonal rotation of cattle on the Ranch, with grazing generally concentrated in lower elevations during the winter, higher elevations during the summer, and at transitional elevations in the spring and fall.
- TRC requires that lessees manage grazing to ensure that feed is available throughout the seasons.
- Riparian and Stream Interface: The following BMPs relate specifically to measures implemented to reduce impacts to riparian and stream areas:
    - TRC works with lessees to plan and provide for the distribution of a variety of water sources across the land, thereby reducing the demand for water from stream and riparian areas. Water resources are placed to avoid or minimize cattle congregating in streambank riparian/wetland areas, to prevent soil erosion and compaction, and to protect water quality from sediments, manure, and urine.
    - TRC encourages the widespread distribution of salt and mineral supplement blocks away from water sources to draw livestock and distribute them more evenly, resulting in reduced impacts to riparian and stream areas. Mineral supplements are placed to avoid or minimize cattle congregating in streambank riparian/wetland areas to prevent soil erosion and compaction, and to protect water quality from sediments, manure, and urine.
- TRC and its lessees work to adjust the location of fencing to ensure the desired distribution of livestock across Ranch lands consistent with a light-to-moderate grazing regime, resulting in reasonable levels of RDM and protection of range resources (e.g., vegetation, soils, and riparian areas).

3.2.1.6 INCIDENTAL RANCH FACILITIES

The following BMPs guide the use and development of Incidental Ranch Facilities related to livestock management by TRC and its lessees:

- Existing Facilities: Existing facilities are required to be maintained by lessee in good repair consistent with current grazing practices.
- New Facilities: The following BMPs relate to the process for addressing additional facility needs:
    - As with requests for new roadway segments by lessees (see above), TRC will review the request for new incidental ranch facilities with the lessee, and then complete a Site Evaluation and make practicable adjustments to the requested water system to avoid or minimize impacts to sensitive resources. If determined to be necessary, TRC will then apply for and obtain appropriate approvals, as required for incidental ranch facilities required for grazing, under the RWA and under applicable laws. TRC also oversees construction workers and construction activities for compliance with design specifications and other agency requirements.
- TRC requires that Ranch lands be maintained in a neat and orderly condition, ensuring that equipment, materials, and trash do not accumulate and become attractants to California condors or pest species such as non-native rats.
- TRC requires that lessees shall not deface or remove Ranch property or facilities.

3.2.1.7 PREDATOR AND PEST CONTROL

TRC performs predator control activities to ensure protection of livestock and safety for Ranch employees and staff. Such activities include:

- Depredation: In accordance with historical practice, in the event that predators, such as mountain lions, cause livestock losses and a deceased animal is found, TRC may obtain a depredation permit in accordance with relevant regulations to hunt the predator in an effort to reduce livestock losses.
- Commercial Hunting: TRC will continue to manage a commercial hunting program pursuant to authorization from the California Department of Fish and Game (DFG) to maintain the existing balance between wildlife management

and grazing activities. (See also Wildlife Management as described in Section 3.2.3 below.)

- Other Activities: TRC engages in activities to reduce the number of other predators, such as coyotes, to ensure protection of livestock through government-regulated programs. An example of such is the U.S. Department of Agriculture's (USDA) Animal and Plant Health Inspection Service's Wildlife Damage Management program, through which TRC participates in a program to reduce predator numbers where documented livestock losses have occurred. The USDA employs a variety of techniques to control predators, including aerial hunts. Details on the program can be found at http://www.aphis.usda.gov/wildlife_damage/.

- Pest and Fire Fuel Management: Pesticide use is not generally required as part of grazing activities, although pesticides are used in and near structures where food for employees or other materials are stored. Herbicides are used for fire fuel and invasive plant management purposes. To manage fire fuel availability, herbicides are applied in areas immediately around barns or other structures used as part of the grazing operation. Pesticide and herbicide usage in or near barns or other structures that are part of the grazing operations follows applicable legal requirements.

- Invasive Plant Management: In order to maintain the quality of the feed available to its grazing operations and to preserve the biological values of the Ranch, TRC has used herbicides to combat the encroachment of invasive plant species on Ranch lands. Invasive plant species that the Ranch has identified and controlled through use of herbicides include *Lepidium appelianum,* or hairy white-top, and C*entaurea solstitialis,* or yellow starthistle. Limited populations of these invasive species exist in the pasture adjacent to I-5 and the Tejon Ranch Equestrian Center. For the past 25 years, TRC has employed sporadic aerial and ground herbicide spraying to combat yellow starthistle. In 2007, TRC performed its first aerial spray to combat hairy white-top. TRC believes that both invasive plant species could be generally eradicated with 3-4 years of regular focused spraying.

3.2.2 FARMING

Farming on the Ranch dates back to the Native American inhabitants, but the oldest remnant is about 2 acres of olive trees from a 160 acre orchard planted in the Old Headquarters area during the days of General Beale. The first formal installation of irrigation and other facilities was at the site of the old Ostrich Ranch – named for a fleeting operation intended to capitalize on the demand for ostrich feathers during the 1910s – in the Grapevine Development Area. Farming development continued through the first half of the 20th century, primarily producing cash crops – those with quick growth to sales cycles such as grain and hay.

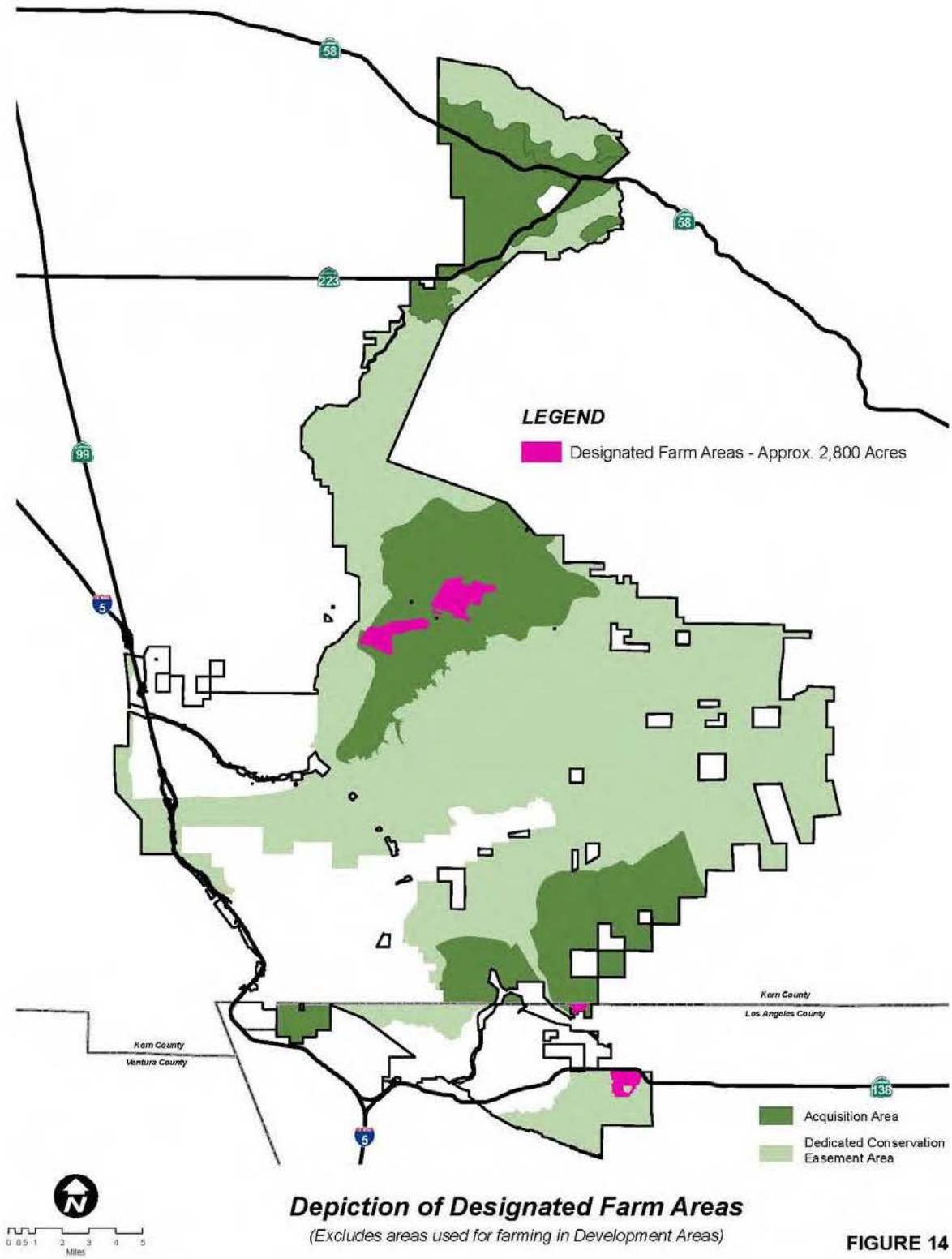
Agricultural development in those days was strictly limited by the availability of water, but the routing of the California Aqueduct through the Ranch, completed in the early 1960s, was an impetus for further development. The formation of Tejon Ag Partners (TAP) in the 1970s provided capital that enabled Tejon Ranch and its partners to significantly increase farming operations and in the 1980s; rubired grapes were planted (and are still producing) and a winery was built. TAP managed farming operations across the Ranch and attracted significant talent from agricultural and scientific fields.

The early 1990s were marked by significant pest infestations that created orchard health issues. Working with State and academic scientists, TRC identified the cause of the infestation and recovered the orchards. In the mid-1990s, farming reached its peak in terms of acreage, with about 25,000 acres under production. TAP soon folded, leading to the sale of its lands, with TRC retaining the Old Headquarters and Grapevine areas.

Presently, agricultural fields and orchards on Ranch land primarily occur at the southeastern end of the San Joaquin Valley near the Ranch's Old Headquarters, on the western portion of the property in the Grapevine area, and in Los Angeles County near Highway 138 and 300th Street. TRC's farming operations comprise about 6,750 acres and generally include the following crops: alfalfa, almonds, apples, wine grapes, forage, pistachios, and wheat. TRC also intermittently leases portions of its farmland to tenant farmers by season, who may grow a variety of crops, including potatoes, onions, and carrots.

The farm lands in the Conservation Easement Area are depicted on Figure 14, Depiction of Designated Farm Areas, and include approximately 2,800 acres of farm lands consisting of both currently farmed areas and potential future farming areas. None of the Designated Farm Areas are within the Covered Lands in the TUMSHCP.

TRC retains the right to use, and to permit other parties to use, the Designated Farm Areas for commercial and non-commercial farming purposes, including but not limited to planting, cultivating, and harvesting orchards, vineyards, and row and grain crops, and related irrigation, pest control, use, handling, disposal of waste products (farm residue), storage (including but not limited to cold storage), processing, packaging and distribution activities. TRC shall perform to the best of its abilities, or cause to be performed, all such activities in accordance with the following BMPs established for such use in this Interim RWMP, provided such BMPs are consistent with the Farm Area Standard.



Depiction of Designated Farm Areas

(Excludes areas used for farming in Development Areas)

FIGURE 14

3.2.2.1. PLANNING

In planning for crop planting and production, TRC has implemented the following BMPs:

- To reduce water, pesticide, and maintenance requirements, select crops and varieties best suited to the climatic and environmental conditions in which they will be planted. Applications include the use of grapevine root stalks that are developed and proven to be resistant to common California or Central Valley pests and well-suited for the Southern San Joaquin Valley's arid climate.

- To reduce disturbance to new lands, plan for crop installation in areas that have been farmed historically, which includes the Designated Farm Areas.

3.2.2.2 MAINTENANCE

While maintaining crops during the growing season, TRC has implemented the following BMPs:

- Integrated Pest Management: Farming operations employ a variety of pest control strategies to reduce the impact of pests on crop production while being considerate of the environment.

    - Prevention: TRC uses crop planning, biological, and cultural management tecniques to reduce the level of pesticide use necessary to maintain crops.

        - Where appropriate, TRC employs attractor plants to diffuse pest impacts to crops, thereby reducing the need for pesticide use.

        - TRC employs beneficial insects that eat target pests whenever possible, ensuring that introduced insects are approved by industry experts. Introduced beneficial insects are considered in terms of their effects on non-native target species.

        - TRC uses orchard sanitation techniques, such as pruning, limb removal, and poling, to ensure that pest germination is limited.

        - TRC employs animal restrictive fencing, including but not limited to chicken-wire, grid-style fencing, or electric fencing to protect crops from predatory animals, including feral pigs, where appropriate.

    - Pesticide Use: TRC employs pesticides as a secondary option to biological and cultural management.

- To avoid the negative side effects, such as time required for the agricultural environment to regain balance and the significant costs involved, TRC employs major pesticide sprays only when absolutely necessary to maintain crop health.
- When pesticide use is necessary, pesticides that target specific pests are used in place of broad-spectrum pesticides where possible, to avoid and minimize impacts to native plant and animal resources to the extent feasible.
- Regulatory Oversight:
    - To ensure compliance with appropriate regulatory guidelines, TRC follows pest control policy as established by the California Department of Pesticide Regulation.
    - To ensure pesticide use is performed correctly, TRC operates under the supervision of the Kern County Agricultural Commissioner's office, which implements the policies established by the California Department of Pesticide Regulation.
    - As necessary, TRC obtains the approval of the Kern County Agricultural Commissioner to employ pesticides in field areas. These permits include information on specific chemicals to be used and proximity of fields to sensitive land uses.
    - TRC reports all incidences of pesticide use to the Kern County Agricultural Commissioner.
    - TRC provides open access to personnel of the Kern County Agricultural Commissioner's office for inspection.
- Use:
    - TRC uses pesticides only when determined necessary under recommendation of a Certified Pest Control Adviser or other appropriately trained personnel. The pesticide most commonly employed by TRC is sulfur, generally considered to be a milder pesticide, and used as a soil amendment and in other forms to prevent mildew and control pests.
    - TRC ensures that employees using pesticides are trained or certified as appropriate in proper safety procedures.

- TRC follows best practice guidelines established by pesticide manufacturers for use, including safety requirements such as clothing, field re-entry time after use, and concentration recommendations.
- TRC avoids applications during rainy conditions to prevent pesticide runoff into water resources and during windy conditions to prevent drift into non-target areas.

▪ Storage:

- TRC stores pesticides in a secured facility and limits access to authorized staff.
- TRC ensures that the storage facility is appropriately signed with warnings and chemical identification in accordance with the law and to facilitate fire fighting if necessary.

- Water Use: TRC will use water judiciously and efficiently, employing the following BMPs:

  o TRC employs drip irrigation or other water efficient methods whenever practical, eliminating overspray and other effects of standard irrigation, to reduce water use required for crop maintenance. The Ranch's vineyards utilize drip or mini jet fan sprinklers for 90% of irrigation needs. Orchards generally require spray or mini jet fan sprinklers to meet irrigation needs.

  o TRC employs instrumentation and techniques to measure soil moisture, climate, and crop conditions, and adjusts irrigation levels to reduce water needs while maintaining crop health.

3.2.2.3 CROP DISPOSAL

When crops have reached the end of their productive life or are to be removed to allow for other uses, TRC follows the BMPs below:

- Where practical, TRC attempts to find an appropriate re-use for the crop material, including furniture production, mulch, or chipping for co-generation power development.

3.2.2.4 OTHER

- Environmental and Air Quality: TRC employs the following BMPs to reduce and eliminate negative effects of farming operations on the environment and

air quality, working with the San Joaquin Valley Air Pollution Control District (SJVAPCD):

- TRC employs a “No-Burn Policy” for agricultural trimmings.
- TRC works with the SJVAPCD to measure and reduce agricultural engine emissions.
- TRC has implemented a dust control plan that reduces particulate matter through use of oil and polymers to bind soil on well-traveled roads.
- Equipment used in farming activities is maintained in good condition to prevent leakage of materials (e.g., anti-freeze, oil, and other petroleum products).
- Maintenance and repair of equipment used in farming activities occurs in a manner that prevents spillage of material such as anti-freeze, oil, and other petroleum products.
- No maintenance or repair of equipment is allowed in areas where materials such as anti-freeze, oils, and petroleum products can enter riparian or wetland areas.
- Stationary equipment, such as motors, pumps, generators, and welders, are positioned over drip pans.

3.2.3 WILDLIFE MANAGEMENT

Prior to the 1950s, hunting on the Ranch was an informal, unstructured activity. The Ranch was generally used as a private hunting reserve by its owners, whether the Beale's from the 1850s to the early 1900s or the Chandler-Sherman group that owned the Ranch from the 1910s until TRC went public in the 1930s. Hunts during these days likely included species historically found on the Ranch, including grizzly bears and other native species.

The formal hunting operation was initiated in the 1950s and was intended to increase the security of the Ranch by requiring Ranch users to register in order to gain access to Ranch lands. Deer hunting was recognized as a potentially valuable business opportunity and the hunting program was soon covering the costs of Ranch security and border fencing. In the 1970s, the Ranch's border fence was completed at Old Headquarters and the hunting program moved from a security orientation to a focus on revenue generation under the leadership of John Ortega.

The 1980s held several milestones that led to the development of the wildlife management operation as it exists today. The first Rocky Mountain Elk hunts were

held in 1980, with the species having first been sighted on the Ranch in 1964 after migrating from a Tehachapi hunting operation. Don Geivet assumed leadership of wildlife management in 1982 and increased the focus on generating profit in the operation. Working with DFG, TRC conducted a three-year trial run from 1979-1982 of the Private Lands Management program, which allowed TRC to issue tags for the take of the State's wildlife, set seasons that differ from the state, and also required TRC to enhance habitat. The program proved successful and TRC obtained a Private Lands Habitat Enhancement and Management Area license permit through DFG to continue it. In the mid-1980s, TRC discontinued the used of Compound 1080, a rodenticide with multi-generational kill effects. This served to increase the number of varmint and predators on the Ranch.

The 1990s were marked by the introduction of wild Russian boar to the Ranch, having escaped from an adjacent Ranch in Tehachapi. Recognizing the potential of expansion for this recognized invasive species, the Ranch has focused hunting operations on reducing pig numbers since they were introduced. In 1996, a change in management at the Ranch and subsequent development entitlement processes led to increased visibility for the wildlife management operation.

Presently, TRC's wildlife management program continues to be conducted through a Private Lands Habitat Enhancement and Management Area license permitted through DFG. At 5 year intervals, TRC completes an application for the license – attached as Appendix F - which DFG then reviews and approves at its discretion. In addition, each year, TRC completes an annual renewal application (Appendix G), which is then approved by DFG – the current approval is attached as Appendix H. Wildlife management activities are administered by TRC's Ranch Operations department and include a variety of individual hunts (both guided and unguided), hunting area leases, an upland game hunting club, and fishing.

Wildlife management activities are managed based upon hunting seasons, which vary by species, and are located in designated hunting areas. From fall through mid-winter, state-prescribed seasons for hunting wildlife lead to a very structured hunting program. During the remainder of the year, wildlife management activities are generally administered through a managed membership program. The hunting program serves a variety of participants, including paying customers, VIPs, and other invitees, though these participants are generally referred to as "guests."

Guests purchase access permits and tags to pursue a variety of game, ranging from wild Russian boar to mule deer to Rocky Mountain elk and wild turkey. The Conservation Easement Area includes the majority of the hunting areas on the

Ranch. TRC's Ranch Operations department manages the program and administers wildlife management activity in designated hunting areas. (Predator control activities are managed in part through commercial hunting ((e.g., varmint hunts)) but are also undertaken directly by Ranch personnel.)

TRC retains the right to use, and to permit other parties to use, the Conservation Easement Area for activities intended to manage wildlife on the Conserved Lands, including but not limited to creating, operating, and maintaining commercial and non-commercial hunting programs (including raising, lodging, introduction, and dispersal of native species and pheasant (and other non-native species, subject to Conservancy's prior written approval, which shall not be unreasonably withheld, and subject to compliance with applicable laws) for purposes of hunting on the Conservation Easement Area), non-consumptive wildlife viewing, security and patrolling, and related uses. TRC shall perform, or cause to be performed, all such activities in accordance with the following BMPs established for such use in this Interim RWMP. It should be noted that TRC does not currently raise, lodge, introduce, or disperse native species.

3.2.3.1 ENVIRONMENTAL

To ensure enhanced animal population health, preserved animal habitat areas, and minimal impact to Conservation Easement Area lands, TRC has implemented the following BMPs:

- Wildlife Population: TRC limits tag sales to a designated take number for specific species, thereby avoiding over-hunting of single species and over-use of the land by guests.
- Wildlife Health: TRC has implemented the following measures to ensure the health of wildlife populations on the Ranch:
    - Generally, TRC directs guests and has developed incentive programs to encourage guests to pursue older animals, thereby leaving younger, healthier animals to enhance species populations.
        - TRC has implemented a Quality Deer Management program that encourages guests to take older deer and offers pig tags as a reward.
    - When requested by USDA or deemed appropriate by TRC, TRC coordinates with the USDA to perform sample blood tests and tissue samples on harvested animals, and submits tests for USDA analysis.

- Upon request from DFG, TRC submits samples from harvested animals to DFG for analysis and inclusion in DFG's DNA database.

- TRC has banned 2-, 3-, and 4-wheeled off-highway vehicles, and currently allows only larger 4×4s of the side-by-side seating type or larger size to limit the ability of guests to go off designated roads, limiting impacts to natural resources.
- TRC requires guests to remain on paved or dirt roads while traveling on the Ranch. If guests are found to be in violation of this requirement and such violation results in environmental damage, TRC may require the violator to restore the damaged areas to their pre-existing condition or may rescind the guest's right to access the Ranch.
- Wildfire prevention in relation to public access activities: TRC has implemented the following BMPs to reduce the potential for wildfire as part of the public access program (Section 5 of this Interim RWMP):
  - Guests with vehicles are required to carry a fire extinguisher and shovel.
  - TRC restricts time and locations for campfires, allowing them only at designated camp areas and cabins during certain times of year.
- TRC requires all guests to participate in an orientation that includes information on environmental conditions, special subjects such as lead ban compliance, and rules for use of the Ranch.

3.2.3.2 LEAD BAN COMPLIANCE

The following BMPs relate specifically to the lead ammunition ban that TRC voluntarily implemented across the Ranch in 2007 to support the goals of the FWS California Condor Recovery Program, and which was made law for a large portion of condor habitat in 2008:

- TRC informs guests of the ban on lead ammunition, and requires that guests comply with this lead ammunition ban.
- TRC reserves the right to subject guests to personal and vehicle searches for lead ammunition.
- Upon request, TRC refers guests to sellers of non-lead ammunition and may provide information and samples of ammunition.

- TRC provides written information and a spoken orientation to ensure that guests are aware of the lead ammunition ban, the presence of the California condor, and the effect of lead ammunition on this Covered Species.
- TRC will exercise its right to call the appropriate authorities if it suspects or has evidence that a hunter has broken the law.

3.2.3.3 SAFETY

To ensure the safety of Ranch guests and employees, TRC has implemented the following BMPs in its hunting operations**:**

- TRC requires all guests to participate in an orientation that includes safety information, Ranch access guidelines, and information specific to the type of hunt in which they will be participating.
- Guests: TRC requires the following from guests using the Ranch:
    - Guests must comply with all state laws and obtain appropriate licensing through the state, which requires attendance of a hunter safety course.
    - Where applicable, guests must be inside a locked gate before they can pursue game and use their weapons. In cases of hunts held in Designated Farm Areas or other areas where gates are not installed, guests must ensure a safe shot before shooting.
    - To shoot, guests must be 0.5 mile from an inhabited area.
    - Guests must comply with state laws prohibiting shooting from public roadways.
    - To avoid the dangers of shooting over ridgelines, guests can only shoot at targets when they are backed by a hill.
    - Guests may not shoot from their vehicles.
    - In order to shoot near a road, guests must have a clear view of the road to ensure that no one is coming.
- Hunt Scheduling: TRC has established the following BMPs in order to ensure safety when scheduling hunts:
    - TRC plans for an appropriate ratio of participants to guides in groups to ensure the safety of all participants.

3.2.3.4 OVERSIGHT

TRC has implemented the following BMPs to provide for regulatory and internal oversight of its operations:

- TRC allows for access to the Ranch by DFG game wardens at all times.
- TRC encourages DFG game wardens to monitor TRC activity for compliance and safety purposes.
- TRC employees and consultants bring any noticeable issues to TRC's attention, and TRC then works to resolve relevant issues.
- TRC holds hunting area lessees to the same standards as all other guests and notifies lessees that they are responsible for the conduct of the guests that they allow to access their lease area. If guests are found to be in violation of requirements and such violation results in environmental damage, TRC may take appropriate action, including but not limited to requiring the violator to fund the restoration of the damaged areas to their pre-existing condition and/or rescinding the guest's right to access the Ranch.

3.2.4 FILMING

The Ranch has served as Hollywood's most versatile backlot for decades. The Ranch provides a backdrop for a wide variety of productions, including feature films, television shows, commercials, and photo shoots for products or people. Notable shoots on Tejon Ranch have included movies such as Seabiscuit, Braveheart, and Star Trek; television shows such as Fear Factor and Endurance: Tehachapi; and commercials for Wendy's and Michelin. TRC allows companies or individual producers to access the Ranch for filming and photography. Primary filming areas in the Conservation Easement Area include the Africa Tree in Big Sycamore Canyon, the Old Headquarters area, various paved and unpaved Ranch roads, and well-used higher-elevation film locations that offer backgrounds of conifer trees and ridgelines.

TRC retains the right to use, and to permit other parties to use, the Conservation Easement Area for film and photography-related uses, including but not limited to the filming and staging of movies, television shows and commercials, photo shoots and still photography, and related uses. TRC shall perform, or cause to be performed, all such activities in accordance with the following BMPs established for

such use in this Interim RWMP, provided such BMPs are consistent with the applicable Management Standard.

3.2.4.1 OVERSIGHT

TRC has implemented the following BMPs to ensure filming activities are conducted in a safe, sustainable manner:

- To ensure the proper conduct of filming production company staff, TRC requires that TRC personnel are on site during all shoots to monitor activities.
  - Where necessary due to extraordinary crew size, TRC employs more than one monitor.
  - TRC monitors ensure compliance with all Ranch rules, including, for example, collection and cleanup of trash (including microtrash).
- TRC Filming department staff notifies other Ranch departments of film shoot activity as necessary to ensure the appropriate planning and coordination of activities between different Ranch uses.
- TRC Filming department staff obtains approval of extraordinary requests, such as special effects, from the department Vice President, to ensure compliance with TRC procedures and applicable law.

3.2.4.2 ENVIRONMENTAL

TRC has implemented the following BMPs to ensure minimal impact to the environment from filming activity:

- Temporary Construction: When temporary construction is necessary for film production:
  - TRC requires all areas proposed for disturbance by film production to be identified. As with other construction activities, TRC will review the request for new temporary construction for filming with the film company representative, and then complete a Site Evaluation and make practicable adjustments to the requested construction to avoid or minimize impacts to sensitive resources. If determined to be required, TRC will then apply for and obtain relevant approvals for temporary construction under the RWA and under applicable laws. TRC also oversees construction workers and construction activities for compliance with design specifications and other agency requirements for temporary film construction.

- Any areas disturbed by film production activities must be restored to pre-filming condition by the production companies using the sites. Such restoration may include revegetation.
- TRC ensures that remediation is conducted appropriately and in a timely manner per film industry standard practices and applicable requirements.
- Film crews will be required to cease any behavior that constitutes an attractive nuisance or otherwise presents an unreasonable and avoidable danger to California condors, upon direction by TRC.

- Fire Prevention: To prevent the outbreak of wildfire caused by film production, TRC has implemented the following BMPs:
  - TRC requires a water truck on site when environmental conditions or filming activities present a risk of fire danger.
  - TRC requires vehicles to remain on paved or dirt roads whenever possible, when in transit to shoot locations and during filming.
  - TRC provides for access by Kern County or Los Angeles County Fire Department Marshals to monitor filming activities.
- Water: Where film production is planned near water bodies, TRC has implemented the following BMPs:
  - TRC requires that film production companies drain all fluids from vehicles before inserting vehicles into water bodies.
  - TRC does not allow chemical or fuel drops in water bodies.
  - TRC monitors to ensure shoreline habitat is not adversely impacted.
  - TRC requires removal of all filming sets and props from water bodies.

3.2.4.3 SAFETY

TRC has implemented the following BMPs to ensure that filming activities are coordinated safely:

- When film shoots are conducted on roads, TRC limits the number of shoots to one shoot per road at a specific time to avoid possible accidents.
- When films shoots are conducted on roads, TRC requires lock-ups to be implemented, where staff is stationed at each end of the filming area to control traffic through the shoot and ensure safety.

- TRC limits film shoots to the number of TRC monitors available, ensuring that all film activities are monitored appropriately.

3.2.4.4 OTHER

When film production companies use animals during shoots, TRC requires trainers on site to ensure safety of crew and animals, and to ensure appropriate containment and management of animals, to avoid adverse impacts from or interactions with film production animals.

3.2.5 OIL, GAS, AND HYDROCARBON EXTRACTION

With the discovery of oil in the Kern River oil field in 1899, an oil boom began in Kern County. Though the oil boom didn't reach Tejon Ranch until 1912, the discovery of oil at Rose Station in the Grapevine Area led to enhanced exploration of the Ranch. As oil pipelines were routed up the Ridge Route/I-5 corridor to move oil between Bakersfield and Southern California, development of the Tejon Field in the Grapevine Development Area began. Development flourished in the 1920s and 1930s and continued exploration throughout the mid 1900s led to the discovery of the Tejon Hills Field and Comanche Field in the Old Headquarters and Comanche Point areas.

Today, various portions of the Ranch are under oil and gas production or have the potential for production. The oil and gas production operations are conducted by lessees that pay for the right to access and extract oil and gas on the Ranch. TRC manages this activity by ensuring that lessees are in compliance with the terms of their leases, while lessees are responsible for knowing the techniques and equipment necessary to produce oil and gas and for implementing industry-accepted BMPs while doing so.

TRC retains the right to use, and to permit other parties to use, the Designated Oil and Gas Areas (Figure 15, Depiction of Designated Oil and Gas Areas) for the drilling, exploration, development, and extraction of oil, gas, and hydrocarbons by any subsurface drilling and extraction methods, including related surface uses. The Designated Oil and Gas Areas are not located within the Covered Lands in the TUMSHCP. TRC shall perform, or cause to be performed, all such activities in accordance with the following BMPs established for such use in this Interim RWMP, provided such BMPs are consistent with the Oil and Gas Area Standard.

3.2.5.1 REGULATORY

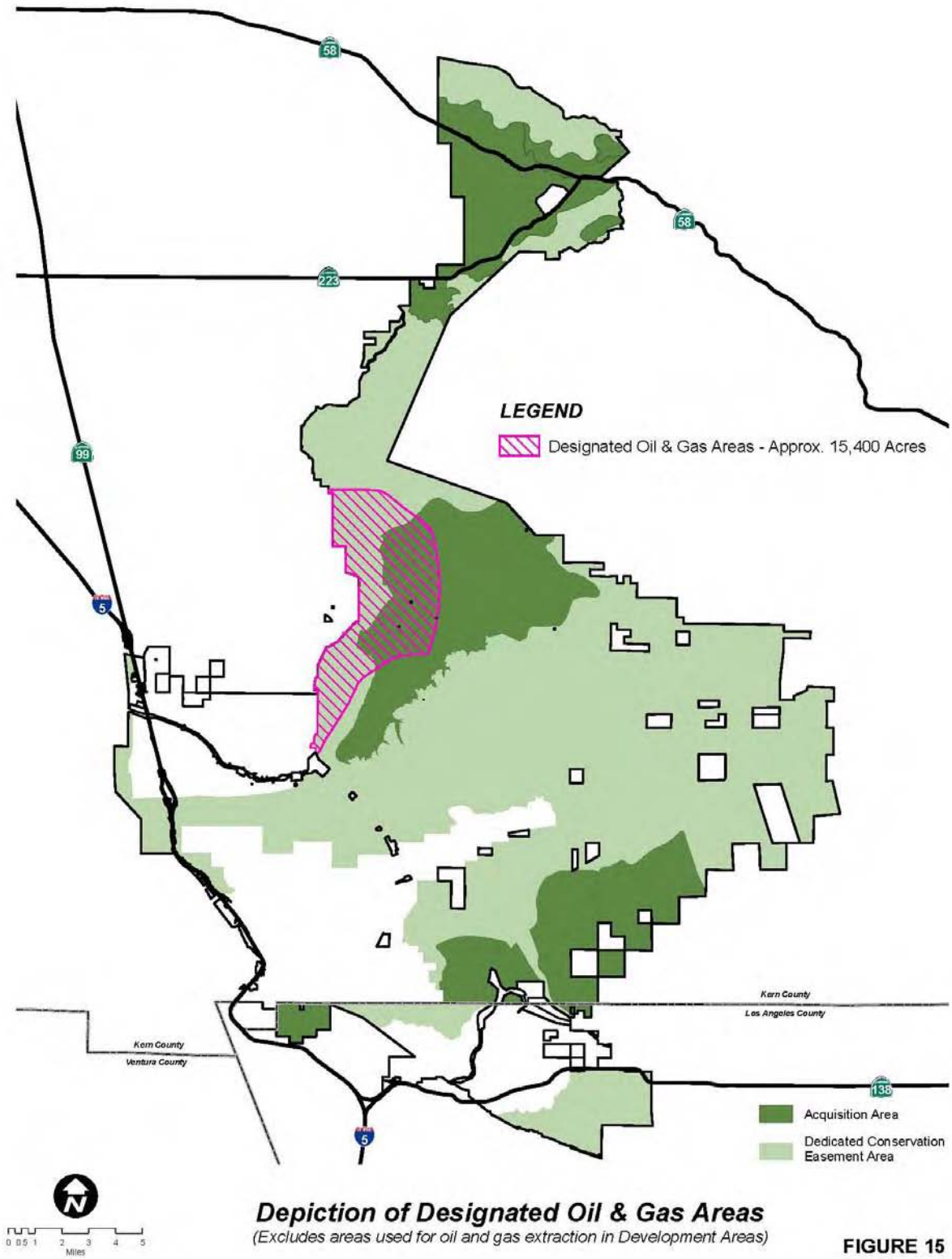
Lessees are required to operate within the following BMPs with respect to regulatory interaction:

- Lessees are required to comply with applicable laws, regulations and guidelines, including, for example, those from the California Division of Oil, Gas, and Geothermal Resources (DOGGR).
- Lessees are contractually obligated to perform all environmental investigation and permitting necessary to comply with the law and regulatory agency requirements.
- Lessees are required by law to allow for inspection by appropriate regulatory agencies.

3.2.5.2 OVERSIGHT

Through its leases, TRC oversees its lessees for compliance with the following BMPs:

- TRC ensures that lessee operations are limited to the lease boundary, except in circumstances of approved pipelines or other facilities.
- TRC maintains the right to inspect the lease area for compliance with lease terms.
- TRC employees and consultants bring any noticeable issues to TRC's attention, and TRC will work to resolve relevant issues.
- When applicable, TRC has the ability to approve lease assignees when leaseholders are interested in transferring leases.
- In instances where lessees do not comply with lease terms or regulations, TRC has the prerogative to fix issues with costs covered by lessees.



Depiction of Designated Oil & Gas Areas

(Excludes areas used for oil and gas extraction in Development Areas)

FIGURE 15

3.2.5.3 ENVIRONMENTAL

The following BMPs are employed to ensure that lease operations cause minimal impacts to the environment:

- TRC monitors lessee compliance with lease terms requiring reversion of the lease area to its original state (or as close as possible) at lease termination.
    - TRC verifies that oil and gas areas are appropriately remediated by lessees in accordance with DOGGR guidelines relating to well abandonment, sump and spill clean-up, grading, and re-vegetation.
- TRC structures new leases to encourage notification and discussions between TRC and lessees before lessees pursue ground-disturbing activities.
- Well site disturbance is limited to the area approved by DOGGR.
- TRC includes limitations on ground disturbance in new leases.

3.2.6 MINERAL EXTRACTION

Mining operations on the Ranch currently occur in four locations: an approximately 300-acre Granite Construction lease within the White Wolf Acquisition Area, an approximately 250-acre Griffith Construction lease within the Grapevine development area, National Cement, an approximately 2500-acre lease in Kern County near the Los Angeles County line, and an approximately 200-acre lease to B & B Materials for the La Liebre mine in the Bi-Centennial Acquisition Area.

Though major mining activities have occurred since the 1960s, mining has a very long history on Tejon Ranch. Reports from the 1850s provide accounts of minor temporary mining operations on Ranch lands. The early 1900s included the development of two mines in the Antelope Valley: a tin mine in the area of Bi-Centennial, with mine shafts and boarding houses still standing today, and a marble mine in the eastern Antelope Valley portion of the Ranch, east of Canyon del Gato Montes.

The first major mining operation on the Ranch came with the development of the National Cement mine in the 1960s. The 99-year lease was executed in 1966 with

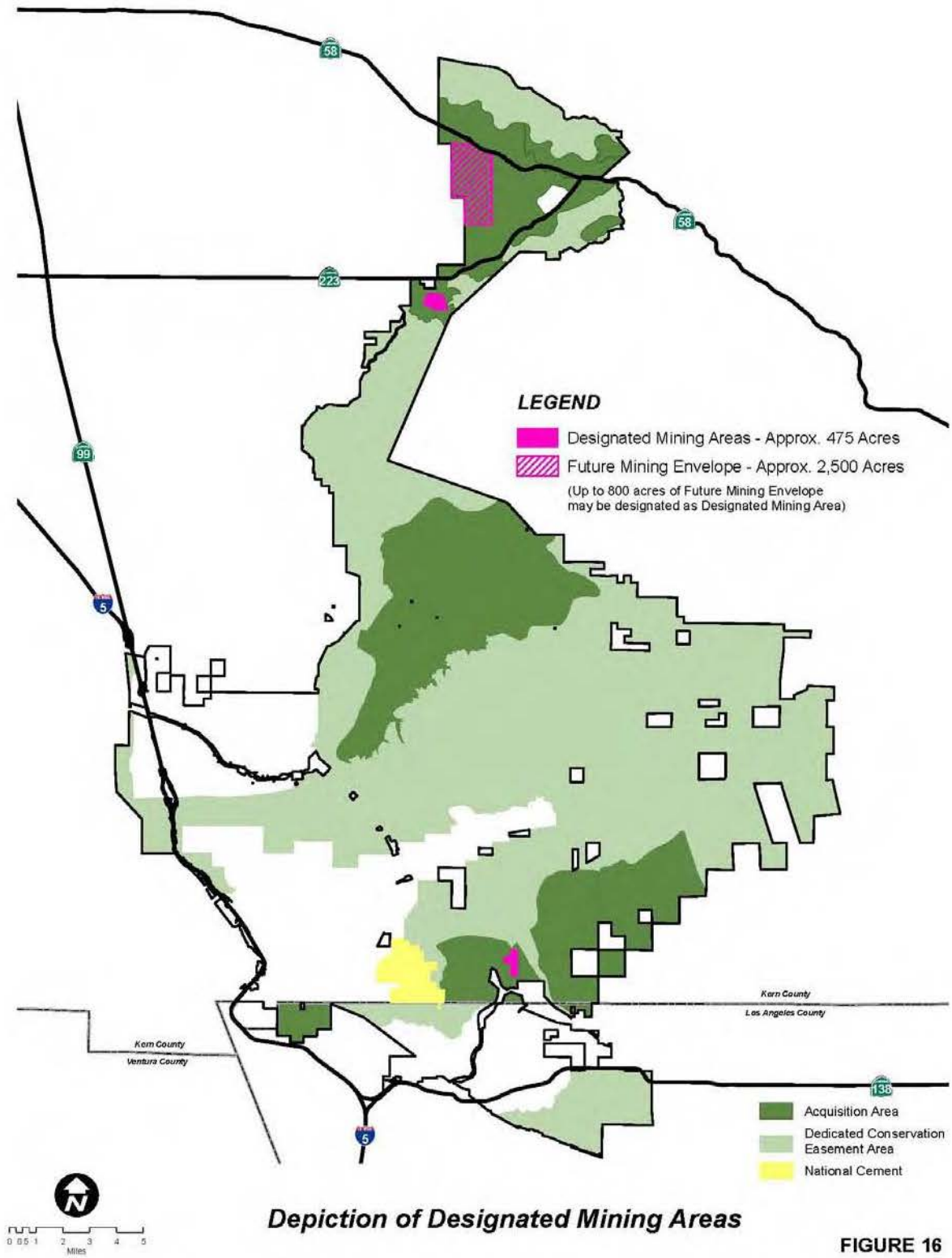
TRC as a partner to National Cement Company, but National Cement eventually bought out TRC's interest in the mine. The Granite Lease was the next lease to be executed, followed by Griffith Construction and B & B Materials. National Cement remains the largest, longest operating lease.

As mentioned above, mining operations are conducted by lessees that pay for the right to access and extract sand, gravel, aggregate, and cement on the Ranch. TRC manages this activity by ensuring that lessees are in compliance with the terms of their leases, while lessees are responsible for knowing the techniques and equipment necessary to extract minerals in compliance with applicable law, and implementing industry-accepted BMPs while doing so. Of the approximately 3,100 acres of mining leases on the Ranch, the Designated Mining Areas include approximately 475 acres located in the Conservation Easement Area, and do not include National Cement, which was addressed separately in the RWA. Sand and gravel extraction does occur within the MSHCP Covered Lands; however, mineral extraction is not an MSHCP Covered Activity. As shown on Figure 16, Depiction of Designated Mining Areas, the RWA also established a Future Mining Envelope of 2,500 acres in the White Wolf Acquisition Area, of which 800 acres may be activated by TRC as a Designated Mining Area in the future.

TRC retains the right to use, and to permit other parties to use, the Designated Mining Areas for the exploration for, development of, and the removal or extraction of any mineral or non-mineral substance by any surface or subsurface mining or extraction method. TRC shall perform, or cause to be performed, all such activities in accordance with BMPs established for such use in this Interim RWMP, provided such BMPs are consistent with the Mining Area Standard.

3.2.6.1 REGULATORY

Lessees are required to operate within the following BMPs, with respect to regulatory interaction:



Depiction of Designated Mining Areas

FIGURE 16

- Lessees are required to comply with the guidelines of regulatory agencies, including those from the State Mining and Geology Board, and relevant laws, such as the Surface Mining and Reclamation Act of 1975.
- Lessees are contractually obligated to perform all environmental investigation and permitting necessary to comply with the law and regulatory agency requirements.
- Lessees are required by law to allow for inspection by appropriate regulatory agencies.

3.2.6.2 OVERSIGHT

TRC ensures that mining operations by lessees occur within lease guidelines through the following BMPs:

- TRC ensures that lessee operations are limited to the lease boundary, except in circumstances of approved pipelines or other facilities.
- TRC maintains the right to inspect the lease area for compliance with lease terms.
- TRC employees and consultants bring any noticeable issues to TRC's attention, and TRC will work to resolve relevant issues.
- When applicable, TRC has the ability to approve lease assignees when leaseholders are interested in transferring leases.

3.2.6.3 ENVIRONMENTAL

The following BMPs are employed to ensure that lease operations cause minimal impact to the environment:

- TRC monitors compliance with lease terms requiring reversion of the lease area to original state (or as close as possible) at lease termination.
    - TRC verifies that mining areas are appropriately remediated by lessees in accordance with State Mining and Geology Board guidelines, filed reclamation plans, and other applicable laws.
- Mining disturbance is limited to the area approved by the State Mining and Geology Board.

3.2.7 FUEL MANAGEMENT

Due to the size of the property, vegetative conditions, and terrain, wildfire is a significant concern at the Ranch. Through the years, TRC has coordinated with local and state agencies to implement policies that reduce the risk for widespread wildfire on the Ranch.

As discussed below, TRC has implemented BMPs to manage fire fuel on the Ranch. However, TRC is subject to the oversight of various public agencies, including the California Department of Forestry (CAL FIRE), Kern County Fire Department (KCFD), and the Los Angeles County Fire Department (LACFD). The requirements of these agencies take precedence over practices established by TRC. In the case of an outbreak of wildfire on the Ranch, TRC defers and is subject to the authority of the lead fire-fighting agency, generally CAL FIRE, which may take whatever measures are necessary to fight wildfire. In such cases, to ensure efficient communication and protection of Ranch resources, TRC, as landowner, will engage exclusively in direct communication with the agency.

TRC employs livestock grazing as its primary method of managing and reducing fire fuel loads across the Ranch. Additionally, the Ranch clears safe perimeters around structures and maintains widened roads to serve as firebreaks where special concern exists, such as areas adjacent to I-5 North from Fort Tejon to Grapevine. Agencies perform the majority of preventative measures, including vegetation clearing and road and firebreak maintenance. In the past, TRC has performed prescribed burns, generally along Blue Ridge, in accordance with the conditions of the Private Lands Habitat Enhancement and Management Area license permitted through DFG. Prescribed burns have not been employed as a fuel management measure since the late 1990s however due to policies implemented by the SJVAPCD and TRC restrictions.

TRC retains the right to perform, and to allow to be performed, activities intended to provide fire protection or to avoid or reduce fire-related impacts to the Conservation Easement Area, including but not limited to utilizing grazing and other fuel reduction techniques, establishing fire management units for pre-suppression fire and fuels management planning; and maintaining and enhancing strategic fuel-break networks along existing road and utility corridors, new roads, and utility corridors permitted under the Conservation Easement and applicable legal requirements, as well as firebreak road access along existing and new roads and predicted containment areas. Any such activities shall be performed in accordance with the BMPs established for such activities in this Interim RWMP, provided such BMPs are consistent with the applicable Management Standard. Notwithstanding the foregoing, fuel management activities that meet the definition of a Core Activity are not subject to Section 6(b)(2)(G) of the RWA.

3.2.7.1 LIVESTOCK GRAZING

BMPs for grazing can be found under Section 3.2.1, Ranching/Livestock Management.

3.2.7.2 REGULATORY INTERFACE

TRC works with various local regulatory agencies to manage fire fuel loads on the Ranch, employing the following BMPs:

- TRC provides open access to the Ranch for KCFD, LACFD, CAL FIRE, and other relevant agencies.
- TRC coordinates fire fuel management, road maintenance, and fire-fighting needs with relevant regulatory agencies.

- TRC provides access for KCFD, CAL FIRE, and LACFD for road maintenance activities performed by the agencies to allow access for fire-fighting vehicles.
- In the case of an outbreak of wildfire on the Ranch, TRC defers to, and is subject to, the lead fire-fighting agency. TRC does not engage in fire-fighting activities but will support agencies in fire-fighting operations to the extent feasible.
- If appropriate, TRC provides agencies with access to Ranch lands or facilities for fire-fighting operation coordination and support.

3.2.7.3 ROAD NETWORK

In addition to its role in facilitating Ranch operations, the Ranch's road network provides access for fire fuel management and fire-fighting activities and also serves as a fuel break network. The following BMPs relate to the interface between the Ranch's road network and fire fuel management:

- The major roads on the Ranch—both paved and dirt—provide primary access for fire fuel management and fire-fighting transit.
- Road Maintenance Standards: The Ranch's road network is maintained to provide for fuel management and fire-fighting in the following ways:
    - Major roads have been constructed at an appropriate grade and with necessary features (including turn angle, width, etc.) to allow for large fire vehicle transit.
    - Major roads have been constructed at a width to allow for fire vehicle transit.
    - Minor roads on the Ranch generally include turn-outs.
    - Vegetation clearance height is maintained along major roads to allow for fire vehicle transit.
    - Vegetation, including grasses and shrubs, along road surfaces is cleared to reduce risk of vehicle-caused fires.
    - To maintain road base stability, grasses and shrubs on road surface may be dispersed through herbicide use, thereby leaving root structure in place.

        - Herbicide application is conducted in compliance with approved herbicide application requirements to avoid and minimize impacts on biological resources.
    - Dirt roads are constructed to handle minor stormwater flows, with features such as berms to direct water flow, and water bars to evacuate water from roadways and decrease water erosion problems.

3.2.7.4 FUEL BREAK NETWORK

In addition to the road network, TRC maintains various fuel breaks to reduce the risk and range of wildfire. The following BMPs relate to fuel breaks:

- Where appropriate and feasible, TRC maintains fuel breaks around structures.
- TRC maintains existing fuel break networks implemented by the Ranch or agencies to assist in fire management in the event of future fires.
- TRC works with agencies to implement fuel management or protective measures for areas prone to fire (along highways, etc.) through mechanical or chemical methods, such as mowing or herbicide use.
    - Herbicides are used in compliance with approved herbicide application requirements to avoid and minimize impacts on biological resources.
- TRC complies with the requests of agencies to allow for prescribed burning of roadside shoulder areas owned by TRC or adjacent to TRC property.

3.2.7.5 GENERAL POLICIES

TRC has implemented the following Ranch-wide policies to reduce the risk of human-caused wildfire:

- TRC prohibits smoking on the Ranch to reduce the risk of cigarette-caused wildfire.
- TRC limits campfires to designated locations, including camp areas, across the Ranch.
- TRC prohibits campfires during fire season.
- TRC access permits instruct those traveling on Ranch lands to stay on well-maintained paved or dirt roads, thereby reducing the risk of vehicle-caused fires.

- TRC requires vehicles traveling on the Ranch to carry a fire extinguisher and shovel, serving as a first line of defense against wildfire.
- In order to ensure prompt reporting of fire outbreaks to reduce the time a fire burns before firefighting begins, TRC provides a listing of pertinent phone numbers to Ranch users and guests and asks that they report any concerns.

3.2.7.6 RANCH OPERATIONS

TRC has implemented the following BMPs in other Ranch operations to manage fire risk and fuel:

- Filming: TRC requires a water truck on site when environmental conditions or filming activities present a risk of fire danger.
- Farming: TRC has implemented a no-burn program for agricultural clippings.

3.2.7.7 WATER RESOURCES

TRC uses on-site water resources to support firefighting operations.

- TRC supports the maintenance of Castac Lake, thereby providing a water source for fire-fighting operations on and in the vicinity of the Ranch, including aerial operations.
- As discussed in Section 3.2.17, below, TRC utilizes ponds, troughs, reservoirs, pipelines, and other water facilities that serve as reliable water sources for fire-fighting operations.

3.2.8 EMPLOYEE HOUSING

Throughout its history, TRC has offered housing for a portion of those people working on the Ranch and/or for TRC. In its early form, employee housing included barracks-style buildings with cafeterias for cowboys and Ranch hands. Today, while some of those buildings still stand, housing largely consists of single-family homes. Employee housing is primarily located in the TRC Headquarters development area and the Old Headquarters Acquisition Area, but housing also can be found across the Ranch. TRC's employee housing provides an opportunity for staff of the company and its tenants to live in close proximity to where they work, increasing the investment they feel in the local community and reducing traffic and associated air quality impacts.

TRC retains the right to use, and to permit the use of, all buildings existing as of the Effective Date, and all new and expanded buildings permitted pursuant to Section 6(b)(2)(J) of the RWA within Disturbance Areas A, B, and E as depicted on Exhibits F-1, F-2, and F-5 in the RWA, for housing for employees (including retired employees), and their families (provided that they are domiciled with such employee), of TRC, or any tenant of TRC, whose employment is directly related to a

use conducted on the Conservation Easement Area. With respect to the TUMSHCP, employee housing also exists as Ancillary Ranch uses within the Covered Lands.

3.2.8.1 PLANNING

TRC will follow the BMPs below in the planning of new employee housing:

- New employee housing will be constructed only as necessary to meet demand for employee housing and/or to ensure TRC's ability to attract talented employees.
- Sensitive Planning: Planning and design of new housing will incorporate the following measures:
  - A Site Evaluation will be completed for proposed housing sites to identify, and avoid or minimize, impacts to sensitive natural resources.
  - Housing will be located within Disturbance Areas (as described above) or in areas designated for development as identified in the RWA.
  - Lighting for new housing will comply with applicable "Dark Sky" requirements to minimize lighting impacts.
  - If determined to be required, TRC will apply for and obtain all relevant permits and approvals, and will comply with all applicable requirements including but not limited to the TUMSHCP and RWA. For example, construction of individual wind turbines for the purpose of on-site electrical generation will be subject to review and approval by FWS to ensure that they do not pose a threat to the California condor.

3.2.8.2 FEATURES

TRC will employ the BMPs below in planning features to be included in new structures:

- Housing will be planned and designed in accordance with appropriate building codes, and will meet or exceed relevant energy and water efficiency standards.
- Housing will include appropriate amenities, including plumbing, electrical, and other services as appropriate.
- Where necessary and feasible, TRC will employ off-grid technologies, such as solar power or generators, to provide appropriate services.

3.2.8.3 CONSTRUCTION

TRC will perform construction in accordance with the following BMPs:

- Construction will comply with relevant permits and conditions of permits.
- Construction will be planned to reduce impacts to sensitive natural resources**.**
- Construction impacts will be limited to a minimal area around the housing site.

3.2.8.4 MAINTENANCE

In order to ensure the quality of life of employees and tenants living at the Ranch, provide a safe living environment, enhance the longevity of structures, and protect the natural environment, TRC will employ the following BMPs:

- Ensure maintenance is performed by trained staff.
- Perform regular maintenance as appropriate.
- Respond in a timely and appropriate manner to requests for service from tenants.
- Require that employee housing be maintained in a neat and orderly condition, ensuring that trash or other materials do not accumulate in a manner that becomes an attractant or threat to native wildlife such as condors (e.g., microtrash, anti-freeze) and pests such as rats.

3.2.9 INCIDENTAL RANCH FACILITIES

The term “Incidental Ranch Facilities” means all facilities that are incidental to a Reserved Right, including but not limited to squeezes, loading chutes, holding and feeding fields, corrals, barns, shop and storage buildings, sewage disposal facilities and systems, water distribution and irrigation facilities, livestock and wildlife watering facilities (including impoundments and related water distribution facilities) and infrastructure.

TRC retains the right to expand existing, construct new, relocate, or remove, any Incidental Ranch Facilities on the Conservation Easement Area that are or will be used in connection with a Reserved Right, provided that such activity is de minimis and will not significantly impair Conservation Values. In addition, TRC may expand existing, construct new, relocate, or remove any Incidental Ranch Facilities on the Conservation Easement Area that are of a type that is not de minimis with the Conservancy’s prior written consent, which shall not be withheld if the proposed activity will not significantly impair the Conservation Values. Incidental Ranch Facilities (included within the category of "Ancillary Ranch Facilities" in the TUMSHCP) are located on the Covered Lands.

TRC shall perform, or cause to be performed, any expansion or construction of new Incidental Ranch Facilities in accordance with BMPs established for such activities in this Interim RWMP, subject to consistency with the Farm Area Standard, the Mining Area Standard, and the Oil and Gas Area Standard (as applicable) in each of these designated areas. TRC and the Conservancy shall cooperate to develop procedures to ensure that the Conservancy is reasonably informed of the nature and extent of de minimis Incidental Ranch Facilities constructed.

De minimis activities shall include but not be limited to expansion, construction, relocation, or removal of any squeezes, loading chutes, holding and feeding fields, corrals, catch pens, minor watering facilities (such as troughs), water distribution and irrigation facilities, branding traps, sign-in boxes for permitted hunting activities, gun sighting boxes, and other similar types of activities on the Conservation Easement Area, and de minimis activities shall not include construction of new barns, roads, watering facilities that are not minor (such as stock ponds and modifications of springs, ponds and other natural water bodies), power transmission lines and other associated facilities, oil and gas pipelines and associated facilities, and other similar types of activities on the Conservation Easement Area.

The use, maintenance, repair, improvement, replacement, and/or reconstruction, in its existing location, within its existing footprint and without a substantial increase in height, of all buildings, structures, fixtures, infrastructure, and other improvements, including but not limited to roads, signs, and Incidental Ranch Facilities, existing on or within the Ranch on the Effective Date, and the development of infrastructure pursuant to Paragraph 1(b)(1)(D) of the RWA, are Core Activities and are not subject to this Paragraph 1(b)(2)(I) of the RWA.

3.2.9.1 PLANNING

TRC will follow the BMPs below in the planning and construction of any new Incidental Ranch Facilities:

- Incidental Ranch Facilities will be constructed as necessary to meet demand for operations.
- Planning: Planning and design of new structures or facilities will incorporate the following measures:
    - A Site Evaluation will be completed for proposed sites for Incidental Ranch Facilities to identify, and avoid or minimize, impacts to sensitive natural resources.

- If determined to be necessary, TRC will apply for and obtain all required permits and approvals, and will comply with all applicable requirements including but not limited to the TUMSHCP and RWA. For example, construction of individual wind turbines for the purpose of on-site electrical generation will be subject to review and approval by FWS to ensure that they do not pose a threat to the California condor.

3.2.9.2 FEATURES

TRC will employ the BMPs below in planning features to be included in new or existing structures and facilities:

- Structures will be planned and designed in accordance with appropriate building codes and will meet or exceed relevant energy and water efficiency standards.
- Facilities will include appropriate amenities, including plumbing, electrical, and other services as appropriate.
- Where necessary and feasible, TRC will employ off-grid technologies, such as solar or other power generation, to provide appropriate services.

3.2.9.3 CONSTRUCTION

TRC will perform construction in accordance with the following BMPs:

- Construction will comply with relevant permits and conditions of permits.
- Construction will be planned to reduce impacts to sensitive natural resources**.**
- Construction impacts will be limited to a minimal area around the construction site.

3.2.9.4 MAINTENANCE

In order to provide a safe environment and enhance the longevity of structures and facilities, TRC will employ the following BMPs:

- Ensure maintenance is performed by trained staff.
- Respond in a timely and appropriate manner to reports of problems or requests for service on facilities.
- Require that Incidental Ranch Facilities be maintained in a neat and orderly condition, ensuring that trash and other materials do not accumulate in a

manner that becomes an attractant or threat to native wildlife such as condors (e.g., microtrash, anti-freeze) and pests such as rats.

3.2.10 EXISTING AND NEW STRUCTURES

Old, new, used, and unused structures can be found across the Ranch. Throughout the years, TRC and its tenants have constructed a multitude of houses, barns, garages, and other structures to meet the need of the company's operations. Such structures occur within the Covered Lands, and are included as Covered Activities as Ancillary Ranch Structures.

Within the Disturbance Areas as identified in the RWA, TRC may enlarge, expand, construct new, relocate, or remove any building or structure on the Conservation Easement Area, provided that any enlargement, expansion, or new construction must be related to a Reserved Right and shall be subject to the Conservancy's prior written consent, which shall not be withheld if the proposed enlargement, expansion, or new construction will not significantly impair Conservation Values. Use, maintenance, repair, improvement, replacement, and/or reconstruction, in its existing location, within its existing footprint, and without a substantial increase in height, of all buildings, structures, fixtures, infrastructure, and other improvements, including but not limited to roads, signs, and Incidental Ranch Facilities, existing on or within the Conservation Easement Area on the Effective Date, is a Core Activity, and is not

subject to Section 6(b)(2)(J) of the RWA. In addition, Section 6(b)(2)(J) of the RWA shall not apply to hunting cabins, which are governed by Section 6(b)(2)(M) of the RWA, and Incidental Ranch Facilities, which are governed by Section 6(b)(2)(I) of the RWA.

3.2.10.1 PLANNING

TRC will follow the BMPs below in the planning of new, or remodeling of existing, structures:

- Construction of new structures or remodels of existing structures will be performed only as necessary to meet demand for operations.
- Sensitive Planning: Where feasible, planning and design of new structures will incorporate the following measures:
    - A Site Evaluation will be completed for proposed sites for Incidental Ranch Facilities to identify, and avoid or minimize, impacts to sensitive natural resources.
    - If determined to be required, TRC will apply for and obtain all relevant permits and approvals, and will comply with all applicable requirements including but not limited to the TUMSHCP and RWA. For example, construction of individual wind turbines for the purpose of on-site electrical generation will be subject to review and approval by FWS to ensure that they do not pose a threat to the California condor. TRC will ensure that all appropriate planning and permitting is performed.

3.2.10.2 FEATURES

TRC will employ the BMPs below in planning features to be included in new or existing structures:

- Structures will be planned and designed in accordance with appropriate building codes and will meet or exceed relevant energy and water efficiency standards.
- Structures will include appropriate amenities, including plumbing, electrical, and other services as appropriate.
- Where necessary and feasible, TRC will employ off-grid technologies, such as solar or other power generation, to provide appropriate services.

3.2.10.3 CONSTRUCTION

TRC will perform construction in accordance with the following BMPs:

- Construction will comply with relevant permits and conditions of permits.
- Construction will be planned to reduce impacts to sensitive natural resources**.**
- Construction impacts will be limited to a minimal area around the structure site.

3.2.10.4 MAINTENANCE

In order to provide a safe environment and enhance the longevity of structures, TRC will employ the following BMPs:

- Ensure maintenance is performed by trained staff.
- Perform regular maintenance on those components requiring it, including air conditioning and other systems.
- Respond in a timely and appropriate manner to reports of problems or requests for service.
- Reduce use of harsh chemicals when possible, including pesticides and cleaning solvents.
- Require that existing and new structures be maintained in a neat and orderly condition, ensuring that materials, trash, debris, and pollutants do not accumulate in a manner that becomes an attractant or threat to native wildlife such as condors (e.g., microtrash, anti-freeze) and pests such as rats.

3.2.11 FENCING

TRC employs fencing on the Ranch for a variety of reasons, from general security to needs for specific Ranch operations. Fencing provides a method of securing the Ranch from trespassers and poachers that would do harm to natural resources and Ranch operations, defining areas reserved for certain uses creating pastures for livestock, and excluding people or animals from designated areas. Currently, approximately 650 miles of fencing exist on the Ranch, which includes fencing surrounding the entire Ranch boundary. The decision to locate a fence on the Ranch is generally reached after significant discussion, and fences are largely considered to be permanent. TRC does not regularly modify its fences, and significant new fences are seldom constructed. As noted in Section 3.2.1 of this Interim RWMP, livestock management lessees are responsible for interior pasture fencing, while TRC is responsible for the maintenance and construction of exterior Ranch fencing and other fencing related to specific uses, such as farming.

TRC retains the right to maintain, repair, replace, and relocate existing fences on the Conservation Easement Area and to erect, repair, replace, and relocate new fences as reasonably necessary for a Reserved Right; provided that, whenever feasible,

any fence built shall be of a type and design that allows passage of wildlife (i.e., "wildlife friendly") so as not to unreasonably interfere with movement, nesting, or foraging of wildlife at the site, and provided further that the Conservancy acknowledges that certain fencing may inhibit wildlife movement for the protection of persons and property, including but not limited to crops located within the Designated Farm Areas or facilities located within the Designated Mining Areas, Designated Oil and Gas Areas or the Designated Water Bank Area. Fencing also occurs within the Covered Lands, and is a Covered Activity. TRC shall perform, or cause to be performed, any construction of new or replacement fences, or any removal of fences, in accordance with the following BMPs established for such activities in this Interim RWMP, subject to consistency with the Farm Area Standard, the Mining Area Standard, and the Oil and Gas Area Standard in each of these designated areas.

3.2.11.1 PLANNING

TRC employs the following general planning BMPs in implementing fencing on Ranch lands:

- TRC reviews fences regularly to determine whether the location of a fence and the type of fencing are serving the intended purpose.
- For livestock operations, fencing serves as a primary measure to accomplish separation of livestock types. It also serves as secondary measure to control the distribution of livestock, used where water and mineral location have failed to achieve the distribution or level of desired control.
- TRC will construct or allow the construction of new fencing only if determined to be reasonably necessary for operational purposes.
- TRC employs a variety of fencing types to meet specific purposes, ranging from preventing animals from accessing an area, as discussed in relation to farming in Section 3.2.2.2 of this Interim RWMP, to providing enhanced visual aesthetics near developed areas.
- New Fences: The following BMPs guide the process of new fence planning:
    - Lessees must submit requests to allow new fence construction for livestock management to TRC.
    - TRC reviews lessees' requests, including fence type and location, and denies or approves as appropriate after review of sensitive natural resources that could be affected (positively or negatively) by the new

fencing, and review of applicable legal requirements such as the TUMSHCP.

3.2.11.2 ENVIRONMENTAL

The following BMPs are employed to ensure that fencing is implemented in an environmentally sensitive manner:

- Design: The following BMPs relate to the implications of fencing design on environmental resources:
  - Where practicable, TRC will implement “wildlife friendly” fencing of the type and design necessary to allow for passage of wildlife.
  - Types of fencing considered wildlife friendly include barbed wire and post and rail, which wildlife generally hop, fly over, or run through. These types of fencing make up the majority of fencing currently employed on the Ranch.
  - The interface between animals and fences on the Ranch is generally monitored and adjustments are made as necessary. Where appropriate and as the company deems necessary, TRC will employ modified fencing design to allow target species passage. For example, antelope generally attempt to go under barbed wire fencing; therefore, TRC may raise the bottom strand on barb-wire fencing to allow clearance on the bottom sufficient for antelope passage where appropriate. This technique has been applied to fences placed around food plots installed for pronghorn antelope on the Antelope Valley portion of the Ranch.

3.2.11.3 RANCH OPERATIONS

The following BMPs guide the implementation of fencing with respect to Ranch operations:

- TRC may employ fencing to restrict access by animals or people to Ranch resources.
- TRC may employ anti-wildlife or anti-pig fencing, such as chain-link, welded wire, or electric fencing, where necessary to restrict animal access to farm crops, ornamental vegetation, developed areas, or other Ranch resources.

- TRC may employ a variety of fencing to enhance visual aesthetics in areas deemed appropriate, including around developed areas, disturbance areas, and other locations.

3.2.11.4 CONSTRUCTION AND MAINTENANCE

The following BMPs will guide the construction and maintenance of fencing on the Ranch:

- Fences will be constructed to be stable, economical, secure, and maintainable.
- Fences will be constructed in a manner that minimizes negative impacts to natural resources.
- Fences will be maintained to ensure that they are serving the intended purpose.
- Requests for fence maintenance will be responded to in a manner appropriate to the urgency of the request.

3.2.12 SIGNS

The minimal amount of billboards and other signage on the Ranch today is the result of a decades-long preference on the part of TRC management to avoid abrasive signage along the transportation corridors passing through the Ranch. The primary signage features on the Ranch include the monument signs along the highways notifying travelers that they are passing through Tejon Ranch, signage programs related to the developments of the Tejon Industrial Complex, and a few other signs related to TRC operations. Generally, TRC has attempted to design these signs to fit in with the character of the Ranch, often using earth-tone color palettes and materials such as wood and rock.

TRC retains the right to erect, maintain, repair, modify, replace, and remove signs on the Conservation Easement Area, including but not limited to directional signs, signs denoting allowable uses, signs used to control unauthorized entry or use of the Conservation Easement Area, and highway monument signs; provided, however, that TRC shall not erect or permit the erection of any new billboard signs on the Conservation Easement Area, except new billboard signs of reasonable size immediately adjacent to Interstate 5, and any replacement or successor route or

freeway to Interstate 5, that advertise or direct traffic to any current or future development located on Tejon Ranch. Signage does occur within the Covered Lands, and signs are Covered Activities as Ancillary Ranch Structures.

3.2.12.1 PLANNING AND DESIGN

TRC will follow the BMPs below in the planning and design of new, or remodeling of existing, signs:

- A Site Evaluation will be completed for proposed sites for signs to identify, and avoid or minimize, impacts to sensitive natural resources.
- If determined to be required, TRC will apply for and obtain all relevant permits and approvals, and will comply with all applicable requirements (e.g., County signage ordinances and the TUMSHCP).
- Construction of new signs or remodels of existing signs will be performed only as necessary to meet demand for operations.
- Where feasible, TRC will employ materials, such as rock and wood, earth-toned paint palettes, or other design elements to design signs in a matter that fits in with the character of the Ranch.

3.2.12.2 FEATURES

TRC will employ the BMPs below in planning features to be included in new or existing signs:

- Signs will be planned and designed in accordance with appropriate building codes and will meet or exceed relevant energy efficiency standards.
- Sign and sign site features will include appropriate services, including water for landscaping, electrical for lighting, and other services as appropriate.
- Where necessary and feasible, TRC will employ off-grid technologies, such as solar or other generation technology, to provide appropriate services for signage.

3.2.12.3 CONSTRUCTION

TRC will construct new or remodeled signs in accordance with the following BMPs:

- Construction will comply with relevant permits and conditions of permits.

- Construction will be planned to reduce impacts to sensitive natural resources**.**
- Construction impacts will be limited to a minimal area around the sign and sign site.

3.2.12.4 MAINTENANCE

In order to provide a safe environment and enhance the longevity of signs, TRC will employ the following BMPs:

- Ensure maintenance is performed by trained staff.
- Perform regular maintenance on those components requiring it, including electrical and other components.
- Respond in a timely and appropriate manner to reports of problems or requests for service.
- Limit pesticide or herbicide use as practicable; if pesticides or herbicides are used, comply with application requirements to minimize environmental impacts.
- Require that signs be maintained in a neat and orderly condition, ensuring that trash or materials do not accumulate in a manner that becomes an attractant or threat to native wildlife such as condors (e.g., microtrash, anti-freeze) and pests such as rats.

3.2.13 HUNTING CABINS

To serve the wildlife management operation and other Ranch operations, TRC has constructed hunting cabins located throughout the Ranch. These cabins vary in size and style and provide lodging, dining, and meeting space for TRC and Ranch guests. Hunting cabins occur within the Covered Lands, and these Backcountry Cabins are included as Covered Activities.

TRC retains the right to use and permit the use of the nine hunting cabins existing on the Conservation Easement Area for temporary lodging. In addition, TRC may relocate any hunting cabin (including by demolition and construction of a new hunting cabin) to another location on the Conservation Easement Area approved by the Conservancy, which approval shall not be withheld if such relocation would not significantly impair Conservation Values. Notwithstanding anything to the contrary contained in the Conservation Easement, TRC shall not have the right to increase the number of hunting cabins on the Conservation Easement Area or to enlarge any hunting cabin; provided, however, that TRC may enlarge the two hunting cabins that do not have indoor restroom facilities as of the Effective Date, commonly referred to as the Area 5 Cabin and the Area 16 Cabin, for the sole purpose of constructing

indoor restroom facilities of a reasonable size. The maintenance, improvement, repair, replacement, and reconstruction of any hunting cabin existing on the Conservation Easement Area as of the Effective Date, in its existing location, within its existing footprint, and without substantial increase in height, is a Core Activity, and is not subject to Section 6(b)(2)(M) of the RWA.

3.2.13.1 PLANNING

TRC will follow the BMPs below in the planning of new, or remodeling of existing, cabins:

- Construction of new cabins or remodels of existing cabins will be performed only as necessary to meet demand for operations.
- Sensitive Planning: Planning and design of new cabins will incorporate the following measures:
    - A Site Evaluation will be completed for proposed sites for Incidental Ranch Facilities to identify, and avoid or minimize, impacts to sensitive natural resources.
    - If determined to be required, TRC will apply for and obtain all relevant permits and approvals, and will comply with all applicable requirements including but not limited to the TUMSHCP. For example, construction of individual wind turbines for the purpose of on-site electrical generation will be subject to review and approval by FWS to ensure that they do not pose a threat to the California condor. TRC will ensure that all appropriate planning and permitting is performed.

3.2.13.2 FEATURES

TRC will employ the BMPs below in planning features to be included in new or existing cabins:

- Cabins will be planned and designed in accordance with appropriate building codes and will meet or exceed relevant energy and water efficiency standards.
- Cabins will include appropriate amenities, including plumbing, electrical, and other services as appropriate.
- Where necessary and practicable, TRC will employ off-grid technologies, such as solar or other power generation, to provide appropriate services.

3.2.13.3 CONSTRUCTION

TRC will perform construction in accordance with the following BMPs:

- Construction will comply with relevant permits and conditions of permits.
- Construction will be planned to reduce impacts to sensitive natural resources**.**
- Construction impacts will be limited to a minimal area around the cabin site.

3.2.13.4 MAINTENANCE

In order to provide a safe environment and enhance the longevity of cabins, TRC will employ the following BMPs:

- Ensure maintenance is performed by trained staff.
- Perform regular maintenance as appropriate.
- Respond in a timely and appropriate manner to reports of problems or requests for service.
- Limit pesticide or herbicide use as practicable; if pesticides or herbicides are used, comply with application requirements to minimize environmental impacts.
- Require that existing and new hunting cabins be maintained in a neat and orderly condition, ensuring that trash and materials do not accumulate in a manner that becomes an attractant or threat to native wildlife such as condors (e.g., microtrash, anti-freeze) and pests such as rats.

3.2.14 PRIVATE RECREATIONAL USE

Over the years, TRC has allowed access for and managed a variety of recreational activities that today serve a number of constituencies from the communities surrounding the Ranch. TRC will continue to allow for and manage these activities and will work in coordination with the Public Access Plan described in Section 5 of this Interim RWMP regarding the Conservancy's Public Access program. Private recreational use occurs within the Covered Land, and is included as a Passive Recreation Covered Activity.

TRC retains the right to use, and to permit its invitees to use, the Conservation Easement Area for non-commercial passive recreational uses. Such recreational uses include walking, hiking, sightseeing, bird watching, nature photography, picnics, fishing, boating, and limited equestrian uses, but shall not include overnight camping except (i) by TRC and its employees consistent with past practice, or (ii) as may be provided in the Public Access Plan. All such recreational uses shall be performed or permitted by TRC in accordance with the following BMPs established for such activities in this Interim RWMP, provided such BMPs are consistent with the applicable RWA management standard. In addition, TRC shall have the right to use,

and to permit its invitees to use, the Conservation Easement Area for other (including commercial) recreational uses to the extent permitted in the Public Access Plan.

Further information related to TRC's private recreational use can be found in Section 5, Public Access Plan.

3.2.14.1 PLANNING

The following BMPs will guide planning of private recreation activities by TRC:

- TRC will manage activities in accordance with Ranch access guidelines and appropriate provisions in the Public Access Plan.
- TRC will work with requestors and guests to ensure that activities avoid significant impacts to natural resources.
- TRC will coordinate with Ranch operations and the Conservancy to ensure that activities are scheduled to avoid conflicts with other Ranch uses.
- TRC will ensure that guests follow appropriate Ranch access permitting procedures prior to accessing the Ranch.
- TRC will designate areas for activities based upon conditions in the area(s) being accessed and their appropriateness for the activity type.

3.2.14.2 PERFORMANCE

TRC will implement the following BMPs to guide the performance of private recreational use activities:

- Where appropriate for the type of activity, TRC will require that guests proceed on designated roads and trails, and use designated facilities.
    - If guests are found to be in violation of this requirement and such violation results in environmental damage, TRC may rescind the guest's access to the Ranch.
- TRC will require that guests perform activities in accordance with access permit conditions and additional conditions placed on activity performance by TRC; violations of such will be dealt with as above.
- Where necessary, TRC will monitor Public Access to ensure compliance with rules regarding behaviors that could adversely affect California condors and other sensitive natural resources (e.g., requiring the cleanup of microtrash).

- TRC will investigate any complaint received from any employee, lessee, or third party concerning any allegation of violation of these Public Access BMPs.
- Allegations regarding activities that may be harmful to California condors will also be reported to FWS.
- For golden eagle, trail use will be restricted between 0.25 and 0.5 mile within the viewshed from an active golden eagle nest during the nesting season (February 1 through June 1). Trail use may be allowed during the nesting season, if the TRC biologist has determined that the nest has become inactive and trail use would not affect golden eagle nesting.

3.2.14.3 SAFETY

TRC will implement the following BMPs to ensure the safety of guests while visiting the Ranch:

- TRC will brief guests as necessary on relevant weather or Ranch conditions to ensure that guests are prepared to access the Ranch. Such briefings may include guidance on clothing to wear.
- TRC will brief guests on appropriate safety gear to obtain prior to accessing the Ranch.
- TRC may require at least one guest from each party to carry a Global Positioning System (GPS) unit or similar device.

3.2.15 MITIGATION ACTIVITIES

The RWA defines Mitigation Activities as any actions required to be taken, or any negative covenant or restriction required to be imposed in or on, or fee transfer of, any Mitigation Area(s) to satisfy a requirement or condition of a Project Approval (or any similar approval relating to a Potential Project) or required in connection with the Reserved Rights relating to the mitigation of impacts on natural resources. This includes, without limitation; conservation, preservation, monitoring, enhancement, and restoration of land and natural resource values within Mitigation Areas; to mitigate the natural resource impacts of Projects, Potential Projects, and Reserved Rights.

TRC is currently engaged in the following mitigation activities:

- **Tecuya Creek Section 7**

  Frequently referred to as the “Section 7” area due to its origins in a Section 7 consultation with the USFWS, Tecuya Creek is a 1,122-acre habitat preserve area located mostly south and west of TIC West. This preserve area makes

up the westernmost north-south portion of the Grapevine - A or GV-A Dedicated Conservation Easement area, depicted on Figure 18. TRC worked with the USFWS in 2000 to dedicate a conservation easement over the area to mitigate the loss of San Joaquin kit fox and blunt-nosed leopard lizard habitat associated with the TIC West development and the Interstate 5/Laval Road interchange improvements.

Once the project was approved, a conservation easement was recorded and a third party trust, California Rangeland Trust (CRT), was assigned compliance oversight of the terms, conditions, and overall preservation goals approved by the resource agencies in a Resource Management and Monitoring Plan (RMMP) developed for the Preserve.

Regular mitigation obligations include annual inspections by CRT and annual reporting by CRT on the status of the preserve and progress on habitat goals to USFWS. TRC coordinates with CRT to ensure appropriate access and information is available to enable CRT to monitor the preserve area and assists in the development of the annual report or other documentation where necessary.

- **Laval Farms Water Rights Cattle Exclusion Zones**

  Terms of TRC's Existing Surface Water Diversions Permits No. 21189, 21190 and 21191 require TRC to set and maintain fencing to maintain three cattle exclusion zones for the purposes of monitoring and protecting Sycamore growth areas, each approximately 100 feet wide by 200 feet long, in the vicinity of Tejon Canyon, which falls within the Tejon Mountain Village - B or TMV-B Dedicated Conservation Easement Area depicted on Figure 18.

  The DFG identified the desired cattle exclusion zone locations and TRC has fenced off the zones. In total, the zones encompass less than 1 acre. Terms of the permits require TRC to specify the locations in its annual permittee progress reports and to submit photographs and a photo log of the zones to the DFG annually.

TRC also retains the right to perform habitat restoration and enhancement activities within the Mitigation Bank Area in the San Joaquin Valley, and to sell or otherwise transfer "mitigation credits" (as approved by the appropriate state and federal resource agencies) attributable to the Mitigation Bank, to mitigate for impacts of development projects or other activities, other than a Project, on the habitat of the

San Joaquin kit fox, provided that the habitat restoration and enhancement activities are not inconsistent with this Interim RWMP as reasonably determined by the Conservancy. No Mitigation Bank credits may be sold or transferred in connection with any species other than San Joaquin kit fox. All activities reasonably required to comply with any Mitigation requirements imposed pursuant to any Project Approval are a Core Activity, and are not subject to this paragraph.

In cases where regulatory agencies require mitigation as a condition of approval of communities on the Ranch, the RWA provides a process through which the Conservancy can become responsible for management and monitoring of natural resources mitigation activities. TRC can also choose to maintain responsibility for some mitigation activities while the Conservancy assumes responsibility for others. Per Section 3.10 of the RWA, when negotiating Mitigation requirements with agencies:

"TRC shall propose that any such Mitigation requirements in Mitigation Areas be managed by the Conservancy pursuant to those provisions of the RWMP applicable to such areas; provided, however, any Mitigation related requirements (including, but not limited to, land management requirements, conservation requirements, preservation and enhancement requirements, and monitoring and governance requirements) that are included in any Project Approval will apply in the event of any discrepancy (as determined by the Resource Agency or Agencies imposing the Mitigation requirements) between the RWMP and such Resource Agency approval". Mitigation activities that TRC implements are subject to the BMPs below:

3.2.15.1 REGULATORY INTERFACE

The following BMPs will guide TRC's interaction with regulatory agencies on mitigation activities:

- TRC will work with regulatory agencies to understand mitigation requirements to assist with clarity in future implementation.

3.2.15.2 IMPLEMENTATION AND COMPLIANCE

TRC will employ the following BMPs to comply with requirements for implementation of mitigation:

- TRC will oversee compliance with all mitigation requirements through diligence in implementation by TRC or other parties of required mitigation activities on the Conservation Easement Areas.

- In implementing TRC mitigation requirements requiring ground or other disturbance, TRC will comply with all applicable requirements to achieve the mitigation objectives, including but not limited to completing Site Evaluations prior to engaging in ground-disturbance activities, using trained personnel to complete the mitigation activities, and monitoring to ensure implementation of the mitigation activities.

3.2.15.3 MONITORING AND MAINTENANCE

The following BMPs will guide TRC's efforts in monitoring and maintenance of mitigation:

- TRC will oversee maintenance of Mitigation Areas and Activities to comply with requirements established by regulatory agencies.
- TRC will monitor Mitigation Activities and Areas in accordance with requirements established by regulatory agencies.
- TRC will report upon the status of Mitigation Activities to appropriate parties in accordance with requirements established by regulatory agencies.
- As appropriate, TRC will work with regulatory agencies to determine necessary modifications in mitigation requirements and processes to ensure that Mitigation Activities are meeting required goals.

3.2.16 TRIBAL RIGHTS

Like much of the United States, the Tejon Ranch landscape has historical connections to Native Americans, dating back to prehistoric times. The various tribes that called portions of the Ranch home before European settlers arrived, the establishment of the Sebastian Indian Reservation in the mid-1800s, and the last Native Americans living on the Ranch up to the 1960s all served to establish a relationship between the land of Tejon Ranch and the Native American community that TRC continues to facilitate today.

TRC retains the right to permit Native American tribes to continue to use those portions of the Conservation Easement Area being used by such tribes as of the Effective Date, such as the Native American School House and Cemetery, in accordance with the BMPs established for such activities in this Interim RWMP, provided such BMPs are consistent with the applicable management standard in the RWA.

3.2.16.1 PLANNING

To ensure appropriate planning and safety for activities related to use of portions of the Conservation Easement Area by Native Americans, TRC will implement the following BMPs:

- TRC will allow visits for the purpose of maintenance of existing facilities, such as the Native American School House and Cemetery, ritual activities, and other activities.
- TRC must be notified in advance of requests for visits, to allow for coordination with Ranch operations.
- TRC will require Native American representatives to obtain permits for visits through TRC's access permitting procedure.
- In accordance with TRC's access permitting procedure, TRC must be notified of dates and duration for future visits, and permits will be issued with duration limits.
- To ensure smooth communication and scheduling, TRC will require that the various representatives from the Native American community coordinate to schedule visits prior to contacting TRC.
- Visits may include a group of representatives or an individual.

3.2.16.2 PERFORMANCE

TRC will monitor activities to ensure that the following BMPs are employed in the performance of Native American activities**:**

- TRC will designate an access point for activities in accordance with TRC's access permitting procedure, and will require that Native American representatives enter and exit the Ranch through said access point.
- TRC will require that the provisions of the Ranch access permit, including those related to access, safety, and the environment are followed.
- TRC will require that activities to be performed by Native Americans do not adversely impact sensitive natural resources.
- TRC will ensure compliance with rules regarding behaviors that could adversely affect California condors, including the management and cleanup of microtrash, and behaviors that could adversely affect other native wildlife.

- TRC will investigate any complaint received from any employee, lessee, or third party concerning any allegation of violation of any requirements for avoiding impacts to California condors, and will immediately notify FWS of such complaint.
- TRC will require that requests for significant maintenance or reconstruction of facilities that will change the character of those facilities be submitted to TRC for review and approval.
    - Any maintenance or reconstruction activities will be required to comply with the BMPs listed above for new or remodeled Existing and New Structures to avoid and minimize impacts to natural resources in compliance with all applicable requirements.

3.2.17 GROUNDWATER EXTRACTION; SURFACE ALTERATIONS FOR WATER STORAGE

As discussed throughout this document, TRC maintains a network of water facilities to convey the water necessary to serve its wide-ranging Ranch operations. Groundwater extraction and surface alterations for water storage, which are the only TRC water activities subject to BMPs, will be planned and managed in accordance with Paragraph 1(b)(3) of Exhibit M which states:

"In managing Owner's future native groundwater extraction activities within the Conservation Easement Area, Owner will avoid changes to or expansion of groundwater extraction practices as of the Effective Date that would cause significant groundwater related adverse impacts to the surface Conservation Values existing as of the Effective Date. In addition, Owner shall not make any alterations or improvements to the surface of the Conservation Easement Area in connection with water storage, including storage of water in underground aquifers, except as permitted by Paragraph 1(b)(1)(G)."

The RWA provides for the expansion of TRC's existing water bank in the Antelope Valley (see Figure 17, Depiction of Designated Water Bank Areas) and in other areas as set forth in Exhibit M, paragraph 9(b)(1)(G) which states:

"The banking of water in underground aquifers (groundwater banking), including alterations or improvements to the surface of the Conservation Easement Area within the Designated Water Bank Areas, and in other areas only if the Conservancy determines, in its reasonable discretion, that the alteration or improvement will not significantly impair the Conservation Values."

3.2.17.1 PLANNING

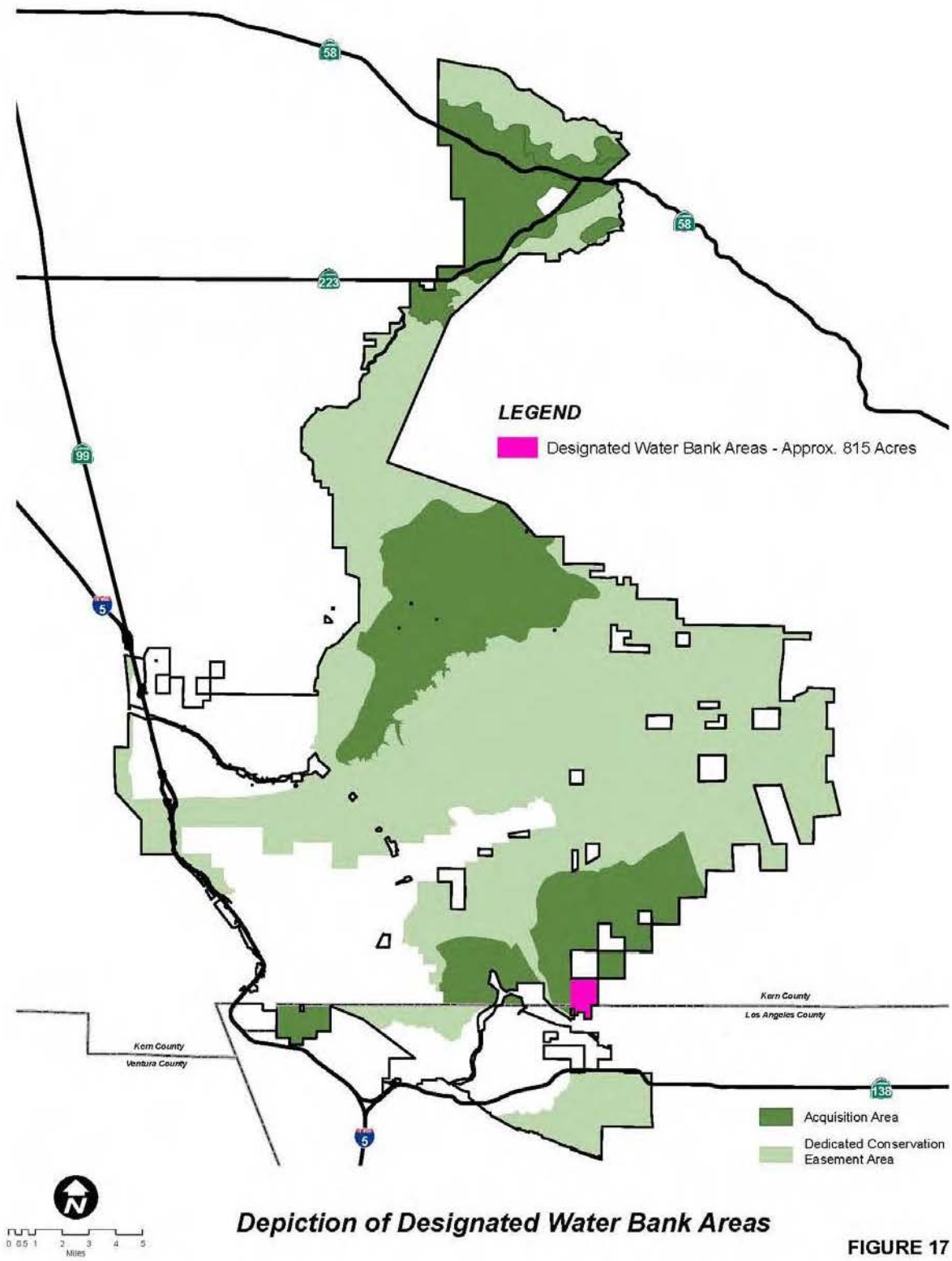
TRC implements the following BMPs in planning for any new groundwater extraction and related surface alterations. Planning and design of such new improvements will incorporate the following measures:

- A qualified consultant or staff member will perform an evaluation of the availability of groundwater at the designated groundwater extraction point(s), including depth to groundwater, expected flow rates, and other relevant factors as required to meet the intended water extraction objectives.
- A Site Evaluation will be completed for proposed surface improvements for such groundwater extraction activities to identify, and avoid or minimize, impacts to sensitive natural resources.
- TRC will apply for and obtain all required permits and approvals, and will comply with all applicable requirements, including but not limited to the TUMSHCP.

3.2.17.2 WATER USAGE

TRC plans and implements practices to improve water usage efficiencies throughout its operations. The following are BMPs implemented to improve water usage efficiencies:

- Farming: The following are primary BMPs implemented in farming operations to improve water usage efficiencies. Additional farming BMPs can be found in Section 3.2.2 of this Interim RWMP:
    - TRC selects plants that match climate conditions and are suited for available water.
    - TRC has installed water usage–reducing sprinklers and irrigation systems.



Depiction of Designated Water Bank Areas

FIGURE 17

- TRC also monitors irrigation and adjusts regularly to eliminate over-irrigation and water waste.

- Livestock Management: TRC requires that lessees use water efficiently in livestock management operations and ensures regular maintenance of livestock water systems. Additional livestock management BMPs can be found in Section 3.2.1 of this Interim RWMP.
- TRC installs water-efficient fixtures in new structures and when performing remodels or reconstructions of existing structures, as appropriate.

3.2.17.3 CONSTRUCTION

The following BMPs apply to construction of groundwater extraction facilities or surface alterations for water storage:

- Construction will comply with relevant permits and conditions of permits.
- Construction will be planned to reduce impacts to sensitive natural resources**.**
- Construction will be performed in a manner that reduces or eliminates the potential for contamination of water sources.
- Construction impacts will be limited to a minimal area around the construction site.
    - TRC also monitors irrigation and adjusts regularly to eliminate over-irrigation and water waste.
- Livestock Management: TRC requires that lessees use water efficiently in livestock management operations and ensures regular maintenance of livestock water systems.
    - TRC employs an employee to manage and maintain livestock water systems, with wages paid by livestock lessees.
    - TRC requires that livestock water systems be designed appropriately to ensure efficient water flow and appropriate storage.
    - Additional livestock management BMPs can be found in Section 3.2.1 of this Interim RWMP.
- TRC installs water-efficient fixtures in new structures and when performing remodels or reconstructions of existing structures, as appropriate.

3.2.17.3 CONSTRUCTION

The following BMPs apply to construction of groundwater extraction facilities or surface alterations for water storage:

- Construction will comply with relevant permits and conditions of permits.
- Construction will be planned to reduce impacts to sensitive natural resources**.**
- Construction will be performed in a manner that reduces or eliminates the potential for contamination of water sources.
- Construction impacts will be limited to a minimal area around the construction site.

3.3 RELATIONSHIP OF EXISTING RANCH-WIDE BMPS FOR RESERVED RIGHTS TO TUMSHCP AVOIDANCE, MINIMIZATION, AND MITIGATION MEASURES FOR COVERED (PRIMARILY PLAN-WIDE) ACTIVITIES

The BMPs for Reserved Rights discussed in the previous section apply to the Conservation Easement Area. As discussed in Section 1.2.2, the Covered Lands included in the TUMSHCP include only a portion of the Ranch (see Figure 4). As summarized in Table 3.1.1, TUMSHCP Covered Activities include many but not all of the Reserved Rights.

The BMPs set forth in this section apply in the Covered Lands to all Reserved Rights, including TUMSHCP Covered Activities. The TUMSHCP also includes more detailed avoidance, minimization, mitigation, and monitoring measures, and also requires that BMPs be organized into 4 plans rather than 17 Reserved Rights. The TUMSHCP also distinguishes between ongoing Ranch activities (called "Plan-Wide Activities" in the TUMSHCP) and new construction or ground-disturbance activities. This section of the Interim RWMP organizes the BMPs set forth above into these TUMSHCP categories,

and as applicable includes the more detailed avoidance, minimization, mitigation, and monitoring measures included in the TUMSHCP.

The four plans required by the TUMSHCP include a Grazing Management Plan, an Integrated Pest Management Plan, a Fire and Fuel Management Plan, and a Public Access Plan. The Public Access Plan is included in Section 5 of this Interim RWMP. The remaining three plans are set forth below, in Section 3.3.

3.3.1 GRAZING MANAGEMENT PLAN

The TUMSHCP requires preparation of a grazing management that "regulates livestock grazing and range management activities to continue to maintain existing habitat for the Covered Species while continuing to provide for commercial ranching and fire protection".

The TUMSHCP also requires "maintaining and enhancing the Condor Study Area's (CSA's) recognized historical and current value to the California condor as foraging and roosting habitat by restricting and conditioning activities and uses within the CSA to its historic and customary uses and new uses that are compatible with its maintenance and protection for the California condor".

This grazing management plan regulates livestock grazing and range management activities to continue to maintain existing habitat for Covered Species, while continuing to provide for commercial ranching, fire protection, and carcass feeding opportunities for California condors. This grazing management plan is subject to FWS review and approval and shall be consistent with the TUMSHCP and federal Endangered Species Act.

The TUMSHCP provides that "cattle grazing shall continue to be consistent with light-to-moderate grazing levels comparable to past and current grazing practices. Existing levels of grazing accommodate 14,500 head of cattle on Tejon Ranch, including within Covered Lands, rotated seasonally" (Dudek 2009, p. 7-75).

3.3.1.1 THE ROLE OF GRAZING IN HABITAT MANAGEMENT

Non-native plant invasions associated with European settlement in the 1700s and 1800s led to vegetation type conversions of native herbaceous and shrub communities to non-native annual grasslands on lands in California (e.g., Minnich and Dezzani 1998). Most annual grasslands likely have developed as a result of past agricultural or urban development-related activities, including disking, brushing, grading, and grazing of native vegetation communities. At low-to-

moderate levels, grazing can be selective and beneficial to upland biodiversity, serving to reduce biomass and the likelihood of catastrophic fire, reduce thatch with benefits to native grasslands, and reduce populations of undesired non-native plants that may compete with desired native species. Menke (1996) suggests that herbivory and fire are natural and necessary processes that remove litter, recycle nutrients, stimulative tillering, and reduce seedbanks of competitive annual plants. Grazing can also be an effective component of conservation strategies that target native plant and animal species where atmospheric nitrogen deposition is creating a fertilizer load on annual grasslands (Cione et al. 2002; Padgett and Allen 1999; Padgett et al. 1999; Weiss 1999). Many conservation planning efforts incorporate livestock grazing as a tool to assist managers in meeting explicit species–diversity goals and other productivity-related targets (WallisDevries and Raemakers 2001; Kimball and Schiffman 2003; Hayes and Holl 2003; Harrison et al. 2003).

3.3.1.2 RELATIONSHIP OF GRAZING TO COVERED SPECIES

The light-to-moderate and rotational grazing scheme employed by TRC and its lessees is expected to preserve existing conditions at the Ranch, and thus continue to support existing population levels of TUMSHCP Covered Species.

For some of the Covered Species, grazing has clear beneficial effects and likely few, if any, adverse effects. These species include the California condor and the other raptor Covered Species: American peregrine falcon, bald eagle, burrowing owl, golden eagle, and white-tailed kite. The California condor benefits from the reduction of non-native grass cover, and from cow carcasses that provide foraging opportunities. Likewise, raptors, such as the peregrine falcon, bald eagle, golden eagle, and white-tailed kite, benefit from reduced grassland cover that improves detection of prey such as ground squirrels and gophers. The peregrine falcon also preys on small birds that occur in grasslands, including western meadowlark and European starling. The burrowing owl feeds on arthropods, small mammals, and birds, and needs short grass, and grazed or mowed pastures, for foraging (Haug et al. 1993).

Some Covered Species benefit from grazing, but also may experience some adverse effects of over-grazing or uncontrolled grazing. Tricolored blackbirds, for example, forage in grazed pastures, especially for grasshoppers, but over-grazing may negatively affect the quality of foraging areas due to prey reduction. Uncontrolled access by cattle to marsh breeding sites could also have negative effects on the tricolored blackbird due to habitat degradation (e.g., trampling,

manure, and urine). Tehachapi pocket mouse is known to occur in rangelands and fallow grain fields (Zeiner et al. 1990); heteromyids (pocket mice and kangaroo rats) often occur in more open, sparse vegetation and seldom occur in dense grasslands. It is likely that a light-to-moderate level of grazing is important for maintaining suitable habitat for this species. However, over-grazing may have negative effects on the pocket mouse as a result of soil disturbances (compaction, erosion), crush of burrow systems, and reduction of shrub cover and overall plant disturbance and abundance. Similar to the Tehachapi pocket mouse, the coast horned lizard benefits from a light-to-moderate grazing regime that maintains a mosaic of annual grassland and shrublands. This species was observed in grassland habitats (Dudek 2007; TRC 2007). Grazing can maintain open areas within shrublands that support ant colonies that are the primary prey of the coast horned lizard. For purple martin, light-to-moderate grazing may improve foraging habitat quality where martins forage on the ground for ants and other insects (Bent 1942). This species was observed foraging in grassland and oak savannah within the Covered Lands (Dudek 2007; TRC 2007). The presence of nesting purple martins on the Covered Lands indicates that the existing grazing practices are compatible with this species.

Several Covered Species, generally including riparian and wetland species, are more sensitive to over-grazing because they depend on riparian and wetland systems and dense vegetation for nesting and refuge, which can be degraded by cattle. The amphibians—Tehachapi slender salamander, yellow-blotched salamander, and western spadefoot toad—and the riparian birds—least Bell's vireo, willow flycatcher/southwestern willow flycatcher, western yellow-billed cuckoo, and yellow warbler – are most susceptible to the potential adverse effects of over-grazing in riparian and wetland systems. Two-striped garter snake also may be adversely affected by cattle impacts on riparian and wetland habitats as a result of habitat degradation. The valley elderberry longhorn beetle is also vulnerable to over-grazing due to potential degradation of its host plant, elderberry, which typically is associated with forest along rivers and streams. Ringtail may also be affected by cattle-related impacts to riparian habitats; however, this species typically occurs in riparian zones within rocky rugged areas and canyons that are less accessible to cattle.

3.3.1.3 GRAZING BEST MANAGEMENT PRACTICES (BMPS)

The Grazing Management Plan BMPs address the continuation of the Ranch's existing grazing activities, which have resulted in the existing mosiac of habitat types and species distribution on the Ranch. The TUMSHCP provides that

"Cattle grazing shall continue to be consistent with light-to-moderate grazing levels comparable to past and current grazing practices. Existing levels of grazing accommodate 14,500 head of cattle on Tejon Ranch, including within Covered Lands, rotated seasonally" (Dudek 2009, p. 7-75).

Most of the BMPs described above in Section 3.2.1 relate to the continuation of the ongoing Ranch stewardship practices that have resulted in the existing habitat values on the Covered Lands. The TUMSHCP also prescribes more-detailed requirements for some activities, such as new construction and ground-disturbance activities, which also apply to new construction related to grazing, than the BMPs described above. Part I (below) includes BMPs for ongoing grazing activities as set forth in Section 3.2.1, with corresponding, more-detailed measures (as applicable) from the TUMSHCP. Part II (Section 3.3.1.1.7) includes BMPs that relate to new ground-disturbance activities undertaken in support of the grazing program at the Ranch, with corresponding, more-detailed measures (as applicable) from the TUMSHCP.

To ensure continued successful operation of the grazing and ranching activities that supports both a healthy cattle population, healthy ranching/farming activities and a healthy environment, the following grazing best management practices (BMPs) and pest management practices BMPs are in place, and comprise the Grazing and Pest Management Plan for Tejon Ranch.

3.3.1.3.1 PART I: ONGOING GRAZING ACTIVITY BMPS

The TRC BMPs described in this Part I include categories of general BMP requirements for ongoing grazing activities that do not require new ground-disturbance or construction. The TUMSHCP includes specific avoidance, minimization, mitigation, and monitoring measures that add a greater degree of detail to these general requirements when such activities occur on Covered Lands. These more-detailed TUMSHCP requirements are set forth in *italic text* below.

RANCHING/LIVESTOCK MANAGEMENT

Planning

The following BMPs are general planning principles that TRC and its lessees use to guide livestock management operations on the Ranch:

- TRC requires that grazing is controlled in a manner consistent with the highest standard of BMPs practiced regionally.
- With the understanding that livestock breed and type affect level of movement, temperament, and distribution, TRC and its lessees seek to employ the appropriate type of livestock for Ranch conditions.
- TRC requires that lessees graze a sufficient number of livestock to reduce and manage fuel loads, and TRC establishes minimum and maximum numbers of livestock required.
- TRC and its lessees work constantly to maintain an appropriate balance of livestock sex, breed, and type to produce a distribution of livestock that ensures acceptable environmental and grazing conditions.
- TRC and its lessees work to ensure that the appropriate numbers of livestock are grazed for the carrying capacity of the land, which may vary due to a variety of factors, including but not limited to climate and precipitation. A maximum of 14,500 head of cattle occur Ranch-wide.
    - Lessees are contractually obligated to graze a specified minimum number of cattle, unless drought reduces the carrying capacity; and a maximum number of cattle, unless higher-than-average rainfall permits a greater number of cattle. These minimum and maximum numbers may be adjusted with various combinations of type of cattle (e.g., fewer cows, bulls, and cow-calf units balanced by more stockers).

Road Network

TRC works with lessees to ensure that the road network provides safe, passable access for operations in accordance with the following BMP:

- TRC manages the road network and responds to requests for maintenance, repair, and new construction in a manner appropriate to the urgency of the request to ensure continued operation.

Water Resources Management

Because the location and availability of water has a significant effect on the distribution of livestock, TRC works with lessees to ensure that water

resources management is performed efficiently while providing necessary water for operations and appropriate distribution:

- TRC requires lessees to maintain water systems, but due to the importance of maintenance of water resources and their effect on livestock, and to ensure that this function is being performed, TRC also has an employee dedicated to livestock water systems maintenance.
- TRC requires that lessees use water efficiently in their operations.
- Livestock water systems are checked regularly for maintenance needs.
- TRC precludes lessees from transferring water from the Ranch to non-Ranch areas.

Health and Safety

TRC coordinates with lessees to implement the following BMPs to ensure the health and safety of livestock populations and staff involved in the operations:

- TRC requires that lessees ensure that livestock are in compliance with all applicable livestock health regulations to ensure population health and reduce the risk of contagious disease.
- TRC requires that all livestock are inspected and medically certified as disease-free before entering Ranch lands, which protects the Ranch herds as well as other wildlife such as deer, elk, and antelope.
- TRC requires that lessees vaccinate livestock appropriately to ensure livestock population health and reduce the risk of disease spreading.
- TRC requires that diseased livestock are treated appropriately to ensure livestock population health.
- TRC and its lessees utilize mineral and feed supplements to ensure the health and proper nutrition of livestock populations.

Environmental

TRC coordinates with lessees managing the livestock operations to implement the following environmental BMPs:

- TRC requires that lessees manage grazing in a manner that maintains a reasonable amount of RDM throughout the year.

- TRC practices a light-to-moderate grazing regime and a seasonal rotation of cattle on the Ranch, with grazing generally concentrated in lower elevations during the winter, higher elevations during the summer, and at transitional elevations in the spring and fall.

- TRC requires that lessees manage grazing to ensure that feed is available throughout the seasons.
- Riparian and Stream Interface: The following BMPs relate specifically to measures implemented to reduce grazing impacts to riparian and stream areas:
  - TRC works with lessees to plan and provide for the distribution of a variety of water sources across the land, thereby reducing the demand for water from stream and riparian areas. Water resources are placed to avoid or minimize cattle congregating in streambank riparian/wetland areas to prevent soil erosion and compaction, and to protect water quality from sediments, manure, and urine.
  - TRC encourages the widespread distribution of salt and mineral supplement blocks away from water sources to draw livestock and distribute them more evenly, resulting in reduced impacts to riparian and stream areas. Mineral supplements are placed to avoid or minimize cattle congregating in streambank riparian/wetland areas to prevent soil erosion and compaction, and to protect water quality from sediments, manure, and urine.
- TRC and its lessees work to adjust the location of fencing to ensure the desired distribution of livestock across Ranch lands consistent with a light-to-moderate grazing regime, resulting in reasonable levels of RDM and protection of range resources (e.g., vegetation, soils, and riparian areas).

Incidental Ranch Facilities

The following BMPs guide the use and development of Incidental Ranch Facilities related to livestock management by TRC and its lessees:

- Existing Facilities: Existing facilities are required to be maintained by lessee in good repair consistent with current grazing practices.

- TRC requires that Ranch lands be maintained in a neat and orderly condition, ensuring that equipment, materials, and trash do not accumulate and become attractants to California condors or pest species such as non-native rats.
- TRC requires that lessees shall not deface or remove Ranch property or facilities.

Predator and Pest Control

TRC performs predator control activities to ensure protection of livestock and safety for Ranch employees and staff. Such activities include:

- Depredation: In accordance with historical practice, in the event that predators, including mountain lions, cause livestock losses, TRC may obtain a depredation permit in accordance with relevant regulations to hunt the predator in an effort to reduce livestock losses and restore natural predator–prey relationships.
- Commercial Hunting: TRC will continue to manage a commercial hunting program pursuant to authorization from DFG to maintain the existing balance between wildlife management and grazing activities. (See also Wildlife Management as described in Section 3.2.3 below.)
- Other Activities: TRC engages in activities to reduce the number of other predators, such as coyotes, to ensure protection of livestock through government-regulated programs. An example of such is the USDA's Animal and Plant Health Inspection Service's Wildlife Damage Management program, through which TRC participates in a program to reduce predator numbers where documented livestock losses have occurred, as a method of restoring balance to the wildlife population.
- Pest and Fire Fuel Management: Pesticide use is not generally required as part of grazing activities, although pesticides are used in and near structures where food for employees or other materials are stored. Herbicides are used for fire fuel and invasive plant management purposes. To manage fire fuel availability, herbicides are applied in areas immediately around barns or other structures used as part of the grazing operation. Pesticide and herbicide usage in or near barns or other structures that are part of the grazing operations follows applicable legal requirements.

- Invasive Plant Management: In order to maintain the quality of the feed available to its grazing operations and to preserve the biological values of the Ranch, TRC has used herbicides to combat the encroachment of invasive plant species on Ranch lands. Invasive plant species that the Ranch has identified and controlled through use of herbicides include *Lepidium appelianum,* or hairy white-top, and C*entaurea solstitialis,* or yellow starthistle. Limited populations of these invasive species exist in the pasture adjacent to I-5 and the Tejon Ranch Equestrian Center. For the past 25 years, TRC has employed sporadic aerial and ground herbicide spraying to combat yellow starthistle. In 2007, TRC performed its first aerial spray to combat hairy white-top. TRC believes that both invasive plant species could be generally eradicated with 3-4 years of regular focused spraying.

3.3.1.3.2 PART II: NEW GROUND-DISTURBANCE BMPS

Management of an effective grazing program may periodically require the construction of new road segments and/or new ancillary Ranch Facilities (e.g., corrals, barns, watering systems, chutes, employee housing, etc.). The TUMSHCP provides for 200 acres of new, permanent ground-disturbance activities (exclusive of new residential/commercial development activities) in the Covered Lands relating to grazing and other Covered Activities. Specific locations for these activities are not known, but this 200-acre disturbance allowance is intended to be adequate for the 50-year term of the TUMSHCP.

The TRC BMPs described in this Part II include categories of general BMP requirements for grazing activities requiring new ground-disturbance and construction. The TUMSHCP includes specific avoidance, minimization, mitigation, and monitoring measures that add a greater degree of detail to these general requirements when such activities occur on Covered Lands. These more-detailed TUMSHCP requirements are set forth in *italic text* below.

- Pre-Construction Environmental Assessments: Prior to the construction of new roadway segments or other facilities used to support grazing operations, TRC's BMPs require the completion of an environmental assessment to identify sensitive resources, and to avoid or minimize impacts to such resources as practicable. The TUMSHCP

includes the following more detailed environmental assessment requirements, which are included as BMPs for Covered Lands:

- *The environmental assessment will include a pre-construction survey, to be completed by a qualified biologist, where the ground-disturbance area includes modeled suitable habitat for one or more Covered Species. The survey will evaluate the potential occurrence of each of the Covered Species for which modeled suitable habitat exists within the ground-disturbance area.*
    - *To the extent the survey methodology includes trapping; trapped individuals will be relocated to suitable habitat outside the disturbance area.*
    - *For western spadefoot, pre-activity surveys will be conducted to determine whether the activity could adversely affect breeding habitat, such as eliminating stockponds. If spadefoot individuals (including egg masses, larvae) are detected in or adjacent to the construction area, work activities will be avoided until larvae have metamorphosed. A 300-foot setback will be established from occupied area if work must continue in proximity to site with egg masses and/or larvae. The 300-foot setback may be reduced based on the TRC biologist's discretion, depending on site conditions.*
    - *Surveys for breeding American peregrine falcons, burrowing owls, golden eagles, least Bell's vireos, purple martins, tricolored blackbirds, southwestern willow flycatchers, western yellow-billed cuckoos, white-tailed kites, and yellow warblers will be conducted for construction activities occurring near or in modeled breeding/foraging habitat for these species where such construction is scheduled to occur during the breeding season (generally January through August, depending on species).*
    - *For occupied bird nests, the TRC biologist will establish appropriate buffers for active nests detected during pre-construction surveys in compliance with applicable regulatory protocols. Active nests and designated buffers*

will be shown on appropriate planning maps. Construction within the buffers will be avoided until the nests are abandoned or until the young have fledged or have been reared.

- *Survey and relocation of burrowing owls will be reported to DFG.*
- *For ringtail, new construction in occupied ringtail habitat will be avoided during the ringtail breeding/rearing period (February 1 through August 1). At other times of the year, construction impacts to occupied ringtail habitat will be minimized within the construction area and within up to a 300-foot buffer area around the construction area through such measures as flushing individuals and allowing them to passively relocate to other available suitable riparian and/or woodland habitat.*
- *At the discretion of the TRC biologist, a pre-construction live-trapping program will be conducted for Tehachapi pocket mouse, where the ground-disturbance area and a 100-foot buffer beyond the ground-disturbance area includes suitable habitat for the Tehachapi pocket mouse. Such a pre-construction survey would take place no earlier than 7 days prior to commencement of permanent ground-disturbance activities, and pre-construction trapping would be conducted for 5 nights within suitable habitat to trap and remove as many individuals as possible and relocate them to suitable habitat away from the project disturbance zone.*
- *With respect to any new employee housing:*
    - *Ground disturbances will be avoided in riparian areas, except as necessary for road crossings and culverts.*
    - *Downcast lighting will be required.*
    - *Any employee housing located within 0.25 mile of an active golden eagle nest will be restricted to low-density, and sited to minimize visibility to golden eagle nests.*

- *At the boundary between riparian/wetland foraging and wintering habitat for special-status birds, and new employee housing, design features are required to avoid and minimize the introduction of exotic plant and animal species and urban runoff to the adjacent natural areas.*
- *Permanent effects on habitat must be avoided within 325 feet of striped adobe lily and Tehachapi buckwheat occurrences.*

- Permits and Approvals: Once TRC, generally in consultation with its lessees, has identified a preferred location and design of proposed new construction, the Interim RWMP BMPs require that, if determined to be required, TRC apply for and obtain all relevant approvals, including Conservancy approvals as applicable, and public agency approvals as applicable. The TUMSHCP includes the following more-detailed FWS approval requirements, which are included as BMPs for Covered Lands:
    - *Any proposal to install a wind generation device (e.g., to generate power at a new or modified structure used in grazing operations) requires review and approval from FWS.*
- Construction Phase Requirements: During construction activities, the Interim RWMP BMPs require that TRC train its construction personnel on permit requirements and sensitive resource issues, and oversee construction to ensure compliance. The TUMSHCP includes the following more-detailed construction-phase measures, which are included as BMPs for Covered Lands:
    - *Contractor and construction personnel pre-construction meetings will be completed that include educational information about TUMSHCP requirements and Covered Species.*
    - *Disturbance and grading area perimeters will be flagged or fenced to identify the extent of authorized disturbance areas and the boundary of non-disturbance areas.*
    - *Stormwater BMPs as required by applicable federal and state laws will be implemented to protect surface water quality from pollutants, erosion, and sedimentation.*

- *Construction activities in modeled suitable habitat for amphibian and reptile Covered Species will be monitored, including exclusion fencing, if appropriate, to prevent individuals from entering construction zones.*
    - *Monitoring for two-striped garter snake has two alternative options:*
        - *The TRC biologist will conduct daily pre-construction surveys by walking through suitable habitat to be disturbed that day to clear the area of garter snakes and relocate them to suitable habitat outside the work area.*
        - *The project construction manager will erect a silt fence or other blocking device(s) around work zone, in lieu of daily monitor. After erection of the fence or other device(s), the TRC biologist will perform an initial clearance survey, followed by periodic checks to verify that the fencing/device(s) are intact and functioning. Once an area has been cleared completely, additional daily monitoring and fencing/device(s) will not be required.*
- *Weekly construction monitoring by a qualified biologist is required for construction activities that occur within 325 feet of Tehachapi buckwheat occurrences. Construction monitoring tasks include reviewing and approving protective fencing, dust control measures, and erosion control devices; conducting a contractor education session at the pre-construction meeting; and reviewing the site weekly (minimum) to ensure that fencing, dust control, and BMP measures are in place and functioning correctly and that work is not directly or indirectly impacting the Tehachapi buckwheat plants. Construction monitoring reports will include remedial recommendations and issue resolution discussions when necessary.*
- *For Fully-Protected species, the biologist will monitor construction activities to ensure avoidance of any harm to individuals and will have the authority to direct the cessation of field activities likely to cause any such harm.*

3.3.2 INTEGRATED PEST MANAGEMENT PLAN

The TUMSHCP requires the development and implementation of an Integrated Pest Management Plan for Ranch-wide operations within the Covered Lands. Integrated pest management refers to a pest management strategy that may include biological controls, mechanical controls, cultural controls, and pesticide controls in a manner that avoids and minimizes crop and environmental damage. This Integrated Pest Management Plan applies to the open space lands within the Covered Lands as required by the TUMSHCP.

The goal of the Integrated Pest Management Plan is to avoid and minimize impacts from the use of fertilizers and pesticides.

Fertilizer Use: Fertilizer shall not be used within the TUMSHCP Mitigation Lands, with the exception of gardening or fuel break areas within 300 feet of structures suitable for human use, including back country cabins, employee housing, barns, and other ancillary Ranch structures. Fertilizers shall not be used within 100 feet of any creek or seep. All fertilizers shall be used in accordance with applicable requirements (e.g., regarding quantity and frequency of use).

Pesticide Use: Pesticides shall not be used within the TUMSHCP Mitigation Lands, with the exception of (1) indoor use within structures suitable for human use, including back country cabins, employee housing, barns, and other ancillary Ranch structures, and (2) outdoor use in gardening or fuel break areas within 300 feet of structures suitable for human use, including back country cabins, employee housing, barns, and other ancillary Ranch structures. Except where necessary to combat invasive species, pesticides shall not be used within 100 feet of any creek or seep. All pesticides shall be used in accordance with applicable requirements (e.g., regarding quantity and frequency of use).

Herbicide Use: Herbicides may be used within the TUMSHCP Mitigation Lands to reduce fuel loads and invasive weeds on open space lands that have already been disturbed for roads or other Ranch activities (except grazing). All herbicides shall be used in accordance with the Ranch BMPs as described above, and other applicable requirements (e.g., regarding quantity and frequency of use). Any proposed use of herbicides on lands that have not been disturbed for roads or other Ranch activities (except grazing) must be evaluated by a qualified biologist to avoid any significant adverse impacts to modeled suitable habitat for Covered Species.

3.3.3 FIRE AND FUEL MANAGEMENT PLAN

The primary existing approach applied to fuel management and reducing fuel loads on Ranch open space areas is cattle grazing, which is practiced using the BMPs described in Sections 3.2.1 and 3.2.7. The TUMSHCP also requires a Fire and Fuel Management Plan. The Fire and Fuel Management Plan for the open space areas of Tejon Ranch is set forth below. As with the Grazing Plan required by the TUMSHCP (included in Section 3.3.2, above), most Fire and Fuel Management Plan BMPs address the continuation of the Ranch's existing fire and fuel management activities, including primarily the Ranch's grazing activities, which have resulted in the existing mosaic of habitat types and species distribution on the Ranch.

Grazing: The continuation of grazing at the Ranch is a cornerstone of the Fire and Fuel Management Plan, and accordingly the Grazing Plan is incorporated in its entirety into this Fire and Fuel Management Plan.

Additional Fuel Management (Beyond Grazing): Most of the fuel management BMPs described above in Section 3.2.7 relate to the continuation of the ongoing Ranch stewardship practices that have resulted in the existing habitat values on the Covered Lands. The TUMSHCP also prescribes more-detailed requirements for some activities, such as new construction and ground-disturbance activities relating to fuel management, than the BMPs described above.

Part I below includes BMPs for ongoing fuel management activities (other than grazing) as set forth in Section 3.2.7, with corresponding more-detailed measures (as applicable) from the TUMSHCP. Part II includes BMPs that relate to new ground-disturbance activities undertaken in support of the fire and fuel management program at the Ranch, with corresponding, more-detailed measures (as applicable) from the TUMSHCP.

3.3.3.1 PART I: ONGOING FIRE AND FUEL MANAGEMENT ACTIVITY BMPS

The TRC BMPs described in this Part I include categories of general BMP requirements for ongoing fire and fuel management activities that do not require new ground-disturbance or construction. The TUMSHCP includes specific avoidance, minimization, mitigation and monitoring measures that provide a greater degree of detail to these general requirements when such activities occur on Covered Lands. These more detailed TUMSHCP requirements are set forth in *italic text* below.

- **Regulatory Interface:** TRC works with various local regulatory agencies to manage fire fuel loads on the Ranch, employing the following BMPs:
    - TRC provides open access to the Ranch for KCFD, LACFD, CAL FIRE, and other relevant agencies.
    - TRC coordinates fire fuel management, road maintenance, and fire-fighting needs with relevant regulatory agencies.
    - TRC provides access for KCFD, CAL FIRE, and LACFD for road maintenance activities performed by the agencies to allow access for fire-fighting vehicles.
    - In the case of an outbreak of wildfire on the Ranch, TRC defers to, and is subject to, the lead fire-fighting agency. TRC does not engage in fire-fighting activities, but will support agencies in fire-fighting operations to the extent feasible.
    - If appropriate, TRC provides agencies with access to Ranch lands or facilities for fire-fighting operation coordination and support.
- **Road Network:** In addition to its role in facilitating Ranch operations, the Ranch's road network provides access for fire fuel management and fire-fighting activities and also serves as a fuel break network. The following BMPs relate to the interface between the Ranch's road network and fire fuel management:
    - The major roads on the Ranch—both paved and dirt—provide primary access for fire fuel management and fire-fighting transit.
    - Road Maintenance Standards: The Ranch's road network is maintained to provide for fuel management and fire-fighting in the following ways:
        - Major roads have been constructed at an appropriate grade and with necessary features (including turn angle, width, etc.) to allow for large fire vehicle transit.
        - Major roads have been constructed at a width to allow for fire vehicle transit.
        - Minor roads on the Ranch generally include turn-outs.

        - Vegetation clearance height is maintained along major roads to allow for fire vehicle transit.
        - Vegetation, including grasses and shrubs, along road surfaces is cleared to reduce risk of vehicle-caused fires.
        - To maintain road base stability, grasses and shrubs on road surface may be dispersed through herbicide use, thereby leaving root structure in place.
            - Herbicide application is conducted in compliance with approved herbicide application requirements to avoid and minimize impacts on biological resources.
        - Dirt roads are constructed to handle minor stormwater flows, with features such as berms to direct water flow, and water bars to evacuate water from roadways and decrease water erosion problems.

- **Fuel Break Network:** In addition to the road network, TRC maintains various fuel breaks to reduce the risk and range of wildfire. The following BMPs relate to fuel breaks:
    - Where appropriate and feasible, TRC maintains fuel breaks around structures.
    - TRC maintains existing fuel break networks implemented by the Ranch or agencies to assist in fire management in the event of future fires.
    - TRC works with agencies to implement fuel management or protective measures for areas prone to fire (along highways, etc.) through mechanical or chemical methods, such as mowing or herbicide use.
        - Herbicides are used in compliance with approved herbicide application requirements to avoid and minimize impacts on biological resources.
    - TRC complies with the requests of agencies to allow for prescribed burning of roadside shoulder areas owned by TRC or adjacent to TRC property.

- **General Policies:** TRC has implemented the following Ranch-wide policies to reduce the risk of human-caused wildfire:
    - TRC prohibits smoking on the Ranch to reduce the risk of cigarette-caused wildfire.
    - TRC limits campfires to designated locations, including camp areas, across the Ranch.
    - TRC prohibits campfires during fire season.
    - TRC access permits instruct those traveling on Ranch lands to stay on well-maintained paved or dirt roads, thereby reducing the risk of vehicle-caused fires.
    - TRC requires vehicles traveling on the Ranch to carry a fire extinguisher and shovel, serving as a first line of defense against wildfire.
    - In order to ensure prompt reporting of fire outbreaks to reduce the time a fire burns before firefighting begins, TRC provides a listing of pertinent phone numbers to Ranch users and guests and asks that they report any concerns.
- **Filming and Farming:** TRC has implemented the following BMPs in other Ranch operations to manage fire risk and fuel:
    - Filming: TRC requires a water truck on site when environmental conditions or filming activities present a risk of fire danger.
    - Farming: TRC has implemented a no-burn program for agricultural clippings.
- **Water Resources:** TRC uses on-site water resources to support firefighting operations.
    - TRC supports the maintenance of Castac Lake, thereby providing a water source for fire-fighting operations on and in the vicinity of the Ranch, including aerial operations.
    - As discussed in section 2.17, below, TRC utilizes ponds, troughs, reservoirs, pipelines, and other water facilities that serve as reliable water sources for fire-fighting operations.

3.3.3.2 PART II: NEW GROUND-DISTURBANCE BMPS

Management of an effective fire and fuel management program may periodically require the construction of new road segments or other forms of fuel breaks, and/or new Ancillary Ranch Facilities used for fire and fuel management (e.g., watering systems). The TUMSHCP provides for 200 acres of new, permanent ground-disturbance activities (exclusive of new residential/commercial development activities) in the Covered Lands relating to grazing and other Covered Activities. Specific locations for these activities are not known, but this 200-acre disturbance allowance is intended to be adequate for the 50-year term of the TUMSHCP.

The TRC BMPs described in this Part II include categories of general BMP requirements for fire and fuel management activities requiring new ground-disturbance and construction. The TUMSHCP includes specific avoidance, minimization, mitigation, and monitoring measures that add a greater degree of detail to these general requirements when such activities occur on Covered Lands. These more-detailed TUMSHCP requirements are set forth in *italic text* below.

- Pre-Construction Environmental Assessments: Prior to the construction of new roadway segments or other facilities used for fire and fuel management, TRC's BMPs require the completion of an environmental assessment to identify sensitive resources, and to avoid or minimize impacts to such resources as practicable. The TUMSHCP includes the following more detailed environmental assessment requirements, which are included as BMPs for Covered Lands:
    - *The environmental assessment will include a pre-construction survey, to be completed by a qualified biologist, where the ground-disturbance area includes modeled suitable habitat for one or more Covered Species. The survey will evaluate the potential occurrence of each of the Covered Species for which modeled suitable habitat exists within the ground-disturbance area.*
        - *To the extent the survey methodology includes trapping; trapped individuals will be relocated to suitable habitat outside the disturbance area.*

- *For western spadefoot, pre-activity surveys will be conducted to determine whether the activity could adversely affect breeding habitat, such as eliminating stockponds. If spadefoot individuals (including egg masses, larvae) are detected in or adjacent to the construction area, work activities will be avoided until larvae have metamorphosed. A 300-foot setback will be established from occupied area if work must continue in proximity to site with egg masses and/or larvae. The 300-foot setback may be reduced based on the TRC biologist's discretion, depending on site conditions.*
- *Surveys for breeding American peregrine falcons, burrowing owls, golden eagles, least Bell's vireos, purple martins, tricolored blackbirds, southwestern willow flycatchers, western yellow-billed cuckoos, white-tailed kites, and yellow warblers will be conducted for construction activities occurring near or in modeled breeding/foraging habitat for these species where such construction is scheduled to occur during the breeding season (generally January through August, depending on species).*
- *For occupied bird nests, the TRC biologist will establish appropriate buffers for active nests detected during pre-construction surveys in compliance with applicable regulatory protocols. Active nests and designated buffers will be shown on appropriate planning maps. Construction within the buffers will be avoided until the nests are abandoned or until the young have fledged or have been reared.*
- *Survey and relocation of burrowing owls will be reported to DFG.*
- *For ringtail, new construction in occupied ringtail habitat will be avoided during the ringtail breeding/rearing period (February 1 through August 1). At other times of the year, construction impacts to occupied ringtail habitat will be minimized within the construction area and within up to a 300-foot buffer area around the construction area*

through such measures as flushing individuals and allowing them to passively relocate to other available suitable riparian and/or woodland habitat.

- *For the Tehachapi pocket mouse, at the discretion of the TRC biologist, a pre-construction live-trapping program will be conducted for Tehachapi pocket mouse where the ground-disturbance area and a 100-foot buffer beyond the ground-disturbance area includes suitable habitat for the Tehachapi pocket mouse. Such a pre-construction survey would take place no earlier than 7 days prior to commencement of permanent ground-disturbance activities, and pre-construction trapping would be conducted for 5 nights within suitable habitat to trap and remove as many individuals as possible and relocate them in suitable habitat away from the project disturbance zone.*

- Permits and Approvals: Once TRC has identified a preferred location and design of proposed new construction, the Interim RWMP BMPs require that TRC apply for and obtain all required approvals, including Conservancy approvals as applicable, and public agency approvals as applicable. The TUMSHCP includes the following more-detailed FWS approval requirements, which are included as BMPs for Covered Lands:
  - *Any proposal to install a wind generation device (e.g., to generate power at a new or modified structure used in fuel and fire management) requires review and approval from FWS.*
- Construction Phase Requirements: During construction activities, the RWMP BMPs require that TRC train its construction personnel on permit requirements and sensitive resource issues, and oversee construction to ensure compliance. The TUMSHCP includes the following more-detailed construction-phase measures, which are included as BMPs for Covered Lands:
  - *Contractor and construction personnel pre-construction meetings will be completed that include educational information about TUMSHCP requirements and Covered Species.*

- *Disturbance and grading area perimeters will be flagged or fenced to identify the extent of authorized disturbance areas and the boundary of non-disturbance areas.*
- *Stormwater BMPs as required by applicable federal and state laws will be implemented to protect surface water quality from pollutants, erosion, and sedimentation.*
- *Construction activities in modeled suitable habitat for amphibian and reptile Covered Species will be monitored, including exclusion fencing, if appropriate, to prevent individuals from entering construction zones.*
    - *Monitoring for two-striped garter snake has two alternative options:*
        - *The TRC biologist will conduct daily pre-construction surveys by walking through suitable habitat to be disturbed that day to clear the area of garter snakes and relocate them to suitable habitat outside the work area.*
        - *The project construction manager will erect a silt fence or other blocking device(s) around work zone, in lieu of daily monitor. After erection of the fence or other device(s), the TRC biologist will perform an initial clearance survey, followed by periodic checks to verify that the fencing/device(s) are intact and functioning. Once an area has been cleared completely, additional daily monitoring and fencing/device(s) will not be required.*
- *Weekly construction monitoring by a qualified biologist is required for construction activities that occur within 325 feet of Tehachapi buckwheat occurrences. Construction monitoring tasks include reviewing and approving protective fencing, dust control measures, and erosion control devices; conducting a contractor education session at the pre-construction meeting; and reviewing the site weekly (minimum) to ensure that fencing, dust control, and BMP measures are in place and functioning correctly and that work is not directly or indirectly impacting the Tehachapi buckwheat plants. Construction monitoring reports*

will include remedial recommendations and issue resolution discussions when necessary.

For Fully-Protected species, the biologist will monitor construction activities to ensure avoidance of any harm to individuals and will have the authority to direct the cessation of field activities likely to cause any such harm.

4. GEOGRAPHIC SUB-AREAS FOR BASELINE DEVELOPMENT

4.1 SUMMARY

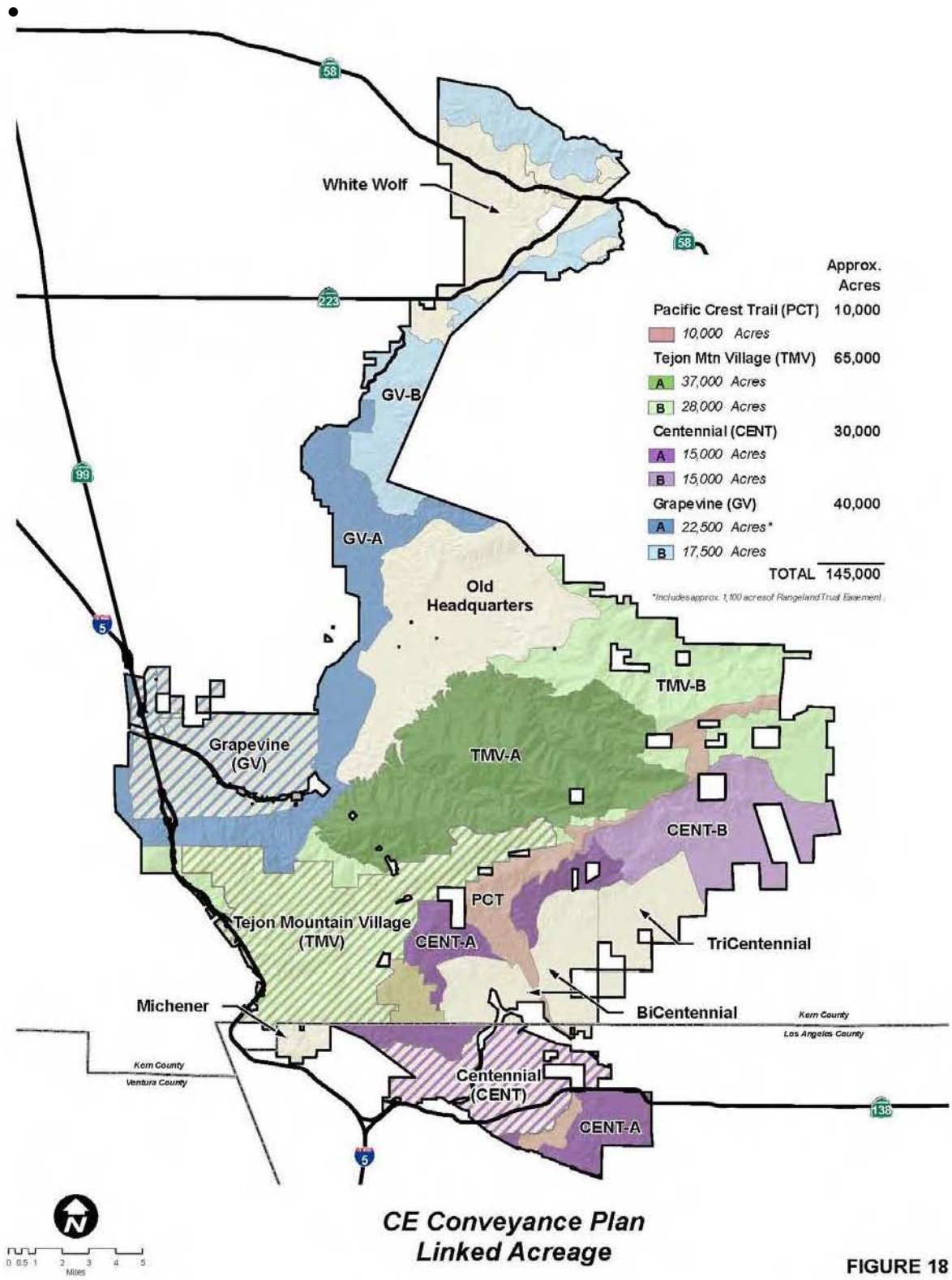
Per Section 3.2 of the RWA, the Interim RWMP shall include:

> "a list of proposed geographic sub-areas which shall receive priority in the development of additional baseline evaluations and sub-area conservation goals in the RWMP."

The geographic sub-areas generally described below can be found on Figure 18, Conservation Easement (CE) Conveyance Plan Linked Acreage.

4.2 PRIORITY GEOGRAPHIC SUB-AREAS

Discussions between TRC and Conservancy representatives have led to the selection of the Acquisition Areas as the priority geographic sub-areas. The Acquisition Areas include White Wolf, Old Headquarters, Tri-Centennial, Bi-Centennial, and Michener Ranch, and are described in further detail below. These areas were designated for priority baseline and goals development for the following reasons:



CE Conveyance Plan
Linked Acreage

FIGURE 18

The Wildlife Conservation Board (WCB) appraisal process requires development of Baseline Conditions Reports for the Acquisition Areas in advance of purchase, which is expected to occur by December 31, 2010, subject to applicable extensions as provided for by Section 6 of the RWA.

- The Acquisition Areas are a representative sample of the variety of landscapes, climates, and vegetation and animal habitat communities found across the Tejon Ranch. Understanding conditions in these areas will be helpful in understanding similar areas across the Conservation Easement Area.
- Of the lands in the Conservation Easement Area, the Acquisition Areas are the locations most likely to have been impacted by development given their developable characteristics and proximity to existing development.

In addition to the Acquisition Areas, the Conservancy and TRC have identified the 10,000-acre area identified in the RWA for a future segment of the Pacific Crest Trail (PCT) as a priority geographic sub-area. The prioritization of this area will allow the Conservancy and other parties, including the U.S. Forest Service (the agency responsible for planning, obtaining approvals for, and managing this proposed segment of the PCT) to understand the characteristics of the area, thereby enabling discussion on trail planning, design, and management issues to avoid and minimize impacts to natural resources.

These priority geographic sub-areas are described in detail below:

4.2.1 BI-CENTENNIAL

Bi-Centennial is located along the southeastern edge of the Ranch in the Antelope Valley. The 11,000-acre site slopes upwards from south to north and includes foothills of the Tehachapi Mountains. Activities in the area include a 200-acre sand and gravel mining operation, grazing, and hunting. The Bi-Centennial area is also bisected by the proposed PCT area. A 250-acre portion of Bi-Centennial is located in Los Angeles County, with the remainder in Kern County.

4.2.2 MICHENER RANCH

Michener Ranch is approximately 1,600 acres and is located entirely in Los Angeles County. The site is primarily mountainous with rolling slopes and canyons. Activities in the area include grazing and hunting.

4.2.3 OLD HEADQUARTERS

Old Headquarters, the largest of the Acquisition Areas at 26,700 acres, is located in the San Joaquin Valley near the north–south midpoint of the Ranch. The Old Headquarters area was the original location of TRC's headquarters before the company moved to the current location along Interstate 5 in Lebec. The landscape includes flat lands sloping, in some cases dramatically, west to east towards the Tehachapi Mountains. Tejon Canyon, a significant geological feature at the site, provides a corridor through the Tehachapi Mountains and hence is the location of several major utilities and associated easements. Significant activities at the site include farming, including orchards and vineyards, grazing operations, oil and gas operations, Ranch operational facilities, and employee housing.

4.2.4 TRI-CENTENNIAL

Tri-Centennial is located near the south-eastern edge of the Ranch in the Antelope Valley. The 7,200-acre site slopes upwards from south to north and includes foothills of the Tehachapi Mountains. Activities in the area generally include grazing and hunting.

4.2.5 WHITE WOLF

White Wolf is located at the northern end of Tejon Ranch. The topography of the 15,500-acre area generally includes rolling hills with interspersed broad valleys. The White Wolf area is crossed by State Highways 58 (east–west) and 223 (north–south). The site surrounds the 500-acre site of Bakersfield National Cemetery, which has, since the Effective Date, been dedicated to the U.S. Department of Veterans Affairs (VA) and is no longer owned by Tejon Ranch. Other existing activities at the site include a Granite Construction mine at the southern end and grazing.

4.2.6 PACIFIC CREST TRAIL (PCT)

The PCT area is approximately 10,000 acres and runs from the southern edge of the Ranch north, and east to the eastern edge of the Ranch. This area is proposed to allow for the re-alignment of the PCT into the Tehachapi Mountain's Blue Ridge area in lieu of its current location along the Antelope Valley floor. The area includes the foothills of the San Gabriel Mountains in the Angeles National Forest, and portions of the Antelope Valley floor, Blue Ridge, and the Cottonwood Creek drainages, within the Ranch.

The PCT is further discussed in Section 5.6.1 of this Interim RWMP. As provided for in the RWA, TRC and the Conservancy will continue to work to dedicate a trail easement to the PCT within the 10,000-acre corridor to allow the trail to operate. TRC will dedicate the remainder of the corridor not included in the trail easement to the Conservancy.

4.3 ADDITIONAL GEOGRAPHIC SUB-AREAS

The geographic sub-areas identified above will serve as the priority geographic sub-areas for baseline development required to be identified in this Interim RWMP. In addition, during the Initial Period, the Conservancy will also pursue the development of baseline evaluations and sub-area conservation goals for the following areas, which include the remaining Dedicated Conservation Easement areas:

4.3.1 TMV-A

The Tejon Mountain Village-A (TMV-A) Dedicated Conservation Easement Area is located at the core of the Ranch and is approximately 37,000 acres. This area, designated as the Condor Study Area in the TUMSHCP, includes the most dramatic ridges and canyons on the Ranch and spans 14 miles from east to west and 6.5 miles from north to south. The Conservation Easement over this area is planned to be dedicated by TRC to the Conservancy upon the initial entitlement of the Tejon Mountain Village development area.[3]

4.3.2 CENT-A

The Centennial-A (CENT-A) Dedicated Conservation Easement Area is approximately 15,000 acres and includes lands in southern Kern County and northern Los Angeles County. These lands generally consist of the foothills of the San Gabriel and Tehachapi Mountains and host a variety of vegetation. The Conservation Easement over this area will be dedicated by TRC to the Conservancy upon the initial entitlement of the Centennial development area.

4.3.3 GV-A

The GV-A (or Grapevine-A) Dedicated Conservation Easement Area is approximately 22,500 acres and includes lands in southern Kern County. These

[3] The dedication of lands and easements used for mitigation purposes is also subject to review and approval by appropriate public agencies as provided for in the RWA.

lands generally consist of the foothills of the Tehachapi Mountains and host a variety of vegetation with an emphasis on grasslands. The Conservation Easement over this area will be dedicated by TRC to the Conservancy upon the initial entitlement of the Grapevine development area.

4.3.4 TMV-B

The Tejon Mountain Village-B (TMV-B) Dedicated Conservation Easement Area is located in the southern San Joaquin Valley and includes the Tehachapi Mountains and the Tejon Canyon area. The 28,000-acre area also includes a portion of the Cottonwood Creek drainage and several major inholders. The Conservation Easement over this area will be dedicated by TRC to the Conservancy upon the final map recordation for the final phase of the TMV development area.

4.3.5 CENT-B

The Centennial-B (CENT-B) Dedicated Conservation Easement Area is located at the southeastern edge of the Ranch and is approximately 15,000 acres. The area includes portions of the Antelope Valley floor and Tehachapi Mountains and one major inholder. The Conservation Easement over this area will be dedicated by TRC to the Conservancy upon the final map recordation for the final phase of the Centennial development area.

4.3.6 GV-B

The Grapevine-B (GV-B) Dedicated Conservation Easement Area is approximately 17,500 acres and is located at the northern half of the Ranch, north of Old Headquarters. The area includes rolling hills and valleys of the lower Tehachapi Mountains, and vegetation largely consists of oak savannah. The Conservation Easement over this area will likely be the final Conservation Easement dedicated when TRC dedicates it to the Conservancy upon the final map recordation for the final phase of the Grapevine development area.

4.4 ADDITIONAL INFORMATION NEEDS

As required by Section 3.2 of the RWA, the Conservancy has identified information needs that will support its education on the Ranch and the activities of TRC and assist in the preparation of Revised RWMPs. Generally, these information needs consist of operational data that TRC, in its role as Ranch owner and lessor does not gather or does not require lessees to provide. TRC and the Conservancy will discuss the information needs, prioritize each, and determine which procedures will be implemented

to gather information or develop standards, as appropriate for the identified information need. TRC will also serve as liaison with its lessees in cases where the development of data to fill information needs requires interaction with lessees.

4.4.1 GENERAL

The Conservancy and TRC have identified the following general information needs:

- Ecological Conditions and Biodiversity: Develop a detailed understanding of existing ecological conditions and factors contributing to the development of such conditions, with an emphasis on the distribution and abundance of special status species and focal management indicator species.

- Ranchwide Species List: Although species list have been included in the EIRs for various development or conservation efforts on the Ranch, TRC has never compiled an official species list. Working with TRC, the Conservancy will develop and confirm an official species list for the Ranch, based upon known occurrence and potential habitat expectations.

4.4.2 LIVESTOCK MANAGEMENT

The Conservancy and TRC have identified the following information needs related to livestock management:

- Rangeland Health Metric: With the understanding that a variety of common measures exist, TRC and the Conservancy have discussed the Conservancy's desire to develop, or select from those in common use, a straightforward metric to assess rangeland health at the Ranch. TRC will assist the Conservancy to a reasonable extent in evaluating various metrics and selecting a final measure.

- Stocking Rates: The Conservancy would like to assemble information on annual stocking rates for a span of years to assist in understanding livestock management operations. TRC will work with the Conservancy and if appropriate, lessees, to determine if information is recorded and discuss procedures to communicate information to the Conservancy.

- Livestock Rotation: The Conservancy would like to assemble information on livestock movement between pastures to understand rangeland use patterns. TRC will work with the Conservancy and if appropriate, lessees, to determine if information is recorded and discuss procedures to communicate information to the Conservancy.

- Pasture Utilization: The Conservancy would like to assemble information on the number of animals or Animal Units Managed (AUMs) by pasture. TRC will work with the Conservancy and if appropriate, lessees, to determine if information is recorded and discuss procedures to communicate information to the Conservancy.

- Depredation: The Conservancy would like to assemble information on depredation activities at the Ranch. TRC will work with the Conservancy and if appropriate, lessees, to determine if information is recorded and discuss procedures to communicate information to the Conservancy.

4.4.3 WILDLIFE MANAGEMENT

The Conservancy and TRC have identified the following information needs related to wildlife management:

- Harvest Numbers: The Conservancy would like to assemble information on historic hunting take numbers by species, with details including age and sex if available. If possible, assembly of this information by hunting area would be preferred. TRC will work with the Conservancy to analyze available information and determine procedures for Conservancy assembly of data to suit their needs.

- Guest Numbers: The Conservancy would like to determine the number of guests, or hunters, that participate in TRC's wildlife management operations on an annual or season basis. If possible, assembly of this information by hunting area would be preferred. TRC will work with the Conservancy to analyze available information and determine procedures for Conservancy assembly of data to suit their needs.

- USDA or DFG Animal Sampling Information: The Conservancy would like to obtain available reports on USDA or DFG population sampling from Ranch animals. TRC will work with the Conservancy to analyze available information and determine procedures for Conservancy assembly of data to suit their needs.

- PLM Habitat Enhancement Measures: The Conservancy would like to compile a database of previous enhancement measures performed per requirements of TRC's Private Lands Habitat Enhancement and Management Area license. TRC will work with the Conservancy to analyze available information and determine procedures for Conservancy assembly of data to suit their needs.

4.4.4 MINERAL EXTRACTION

The Conservancy and TRC have identified the following information needs related to mineral extraction:

- Reclamation Plans: TRC will work with lessees to obtain existing reclamation plans where they are available. These plans are generally required by local government agencies, such as Kern County, or by the State Mining and Geology Board and are prepared by the lessees in accordance with the forms dictated by the jurisdictional agency. Upon receipt, reclamation plans will be made available to the Conservancy for review.

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5. INTERIM PUBLIC ACCESS PLAN

5.1 SUMMARY

In accordance with Section 3.2 of the RWA, the Interim RWMP shall include:

> "a proposed interim public access plan developed in accordance with Section 3.11, including provision for docent-led tours to specified portions of the Conservation Easement Area and Bear Trap Canyon."

TRC, the Resource Groups and the Conservancy all recognize that public enjoyment of the Conservation Easement Area is a shared priority; therefore, TRC and the Conservancy have collaborated to produce this Interim Public Access Plan that provides for significant and appropriate Public Access to the Conservation Easement Area and Bear Trap Canyon, which is located within the Tejon Mountain Village Development Area. TRC and the Conservancy will jointly and cooperatively prepare a comprehensive plan for access to the Conservation Easement Area by the Public in connection with the development of the Initial RWMP and subsequent Revised RWMPs to ensure significant, well-managed public access to the Conservation Easement Area.

5.2 BACKGROUND

Currently, all visitors to the Ranch must be approved and issued an access permit by TRC. Such visitors fall into several categories, ranging from participants in the Ranch's hunting programs, to participants in special events (e.g., group camping, hiking, equestrian, and other planned events by organizations granted access by TRC), to photographers, scientists, and other individuals or groups. These TRC visitor activities will continue, with the potential for some of the special events to be managed by the Conservancy upon mutual agreement with TRC.

There are also several properties within the Ranch boundaries that are owned by third parties, generally referred to as inholders; these property owners and their guests also have access into and across the Ranch, though such access does not require a TRC access permit.

The Interim Public Access Plan included below provides for docent-led tours to the Conservation Easement Area and Bear Trap Canyon, as well as the process by which much broader Public Access activities will be reviewed and approved by the Conservancy and TRC over time.

5.3 PLAN DESCRIPTION

The level of Public Access will be substantially increased as a result of both Conservancy-managed Public Access Programs and Public Access that may occur as a result of future arrangements with three important partners who will also be seeking appropriate approvals for designated future uses in the Conservation Easement Area. These potential partners include the PCT, the California Department of Parks and Recreation, and the University of California Natural Reserve System (UC).

This Interim Public Access Plan includes the following sections:

- Conservancy Public Access Program
- TRC’s Private Recreational Use
- Future Potential Public Access Activities
- Public Access Guidelines.

This Interim Public Access Plan will be in effect from the date of the Conservancy’s adoption of this Interim RWMP to the date on which the Initial RWMP and associated Public Access Plan is adopted, or if an earlier revision is agreed upon by TRC and the Conservancy, the date upon which such earlier revision is adopted by the Conservancy board.

5.4 CONSERVANCY PUBLIC ACCESS PROGRAM

Public Access Activities

An increased level of Public Access to the Ranch began shortly after the Effective Date of the RWA, almost a year in advance of the RWA requirement for an Interim Public Access Plan. A pilot Public Access Program managed by the Conservancy in cooperation with TRC was initiated in October 2009. The pilot program included docent-led hikes through many of the Conservation Easement Areas, including hikes to train future docents and trip leaders.

Under this Interim Public Access Plan, the initial Conservancy-managed pilot Public Access Program will expand to include a variety of activities that meet the goal of providing significant, well-managed access to the Conservation Easement Area. These activities will include:

- Community Hikes: These events will target community members and partner groups. Hikes will employ pre-selected routes and be designed to serve a broad spectrum of ability levels and interests. Interested parties will have an opportunity to sign up through a website or call-in number.
- Resource Group Hikes: These events will target the members of the Resource Groups that were signatories to the RWA. These events will be customized to the abilities of the participants and the size of the groups, which will generally range from 10 to 30 participants.
- Citizen Science Activities: These events will provide for ecological enjoyment and observation by participants and groups interested in specific natural resources occurring in the Conservation Easement Areas. Events will be customized to fit the needs of the group and number of participants. Examples of Citizen Science Activities include the Audubon Christmas Bird Count, North American Field Herping Association tours, and California Native Plant Society tours.
- School Field Trips: These events will provide an opportunity for environmental enjoyment and education to underserved school children in neighboring communities. Special care will be taken to ensure that activities are planned in an age-appropriate, safe manner for all participants.
- Special Events: These events may serve donors, Conservancy board members, invited guests, and other parties. Events will be customized to fit the interests of the requesting groups.

All parties participating in hikes, field trips and other activities will be accompanied by one or more qualified trip leaders or guides that have been approved by the

Conservancy and TRC, and have appropriate training relevant to the Ranch activities and practices, as provided in the Public Access Guidelines described below (Section 5.7).

Following the Initial Period, or at such earlier time as may be agreed upon by the Conservancy and TRC, the Public Access Program may be expanded to allow for additional activities such as multi-day hiking, equestrian usage, and camping opportunities in the Conservation Easement Area. During the Initial Period, Conservancy employees and guests may engage in multi-day activities, camping, and other uses to the extent permitted by TRC after consultation with the Conservancy, and such access shall be performed in accordance with the guidelines established in this Interim Public Access Plan and thereafter by TRC and the Conservancy.

Scheduling

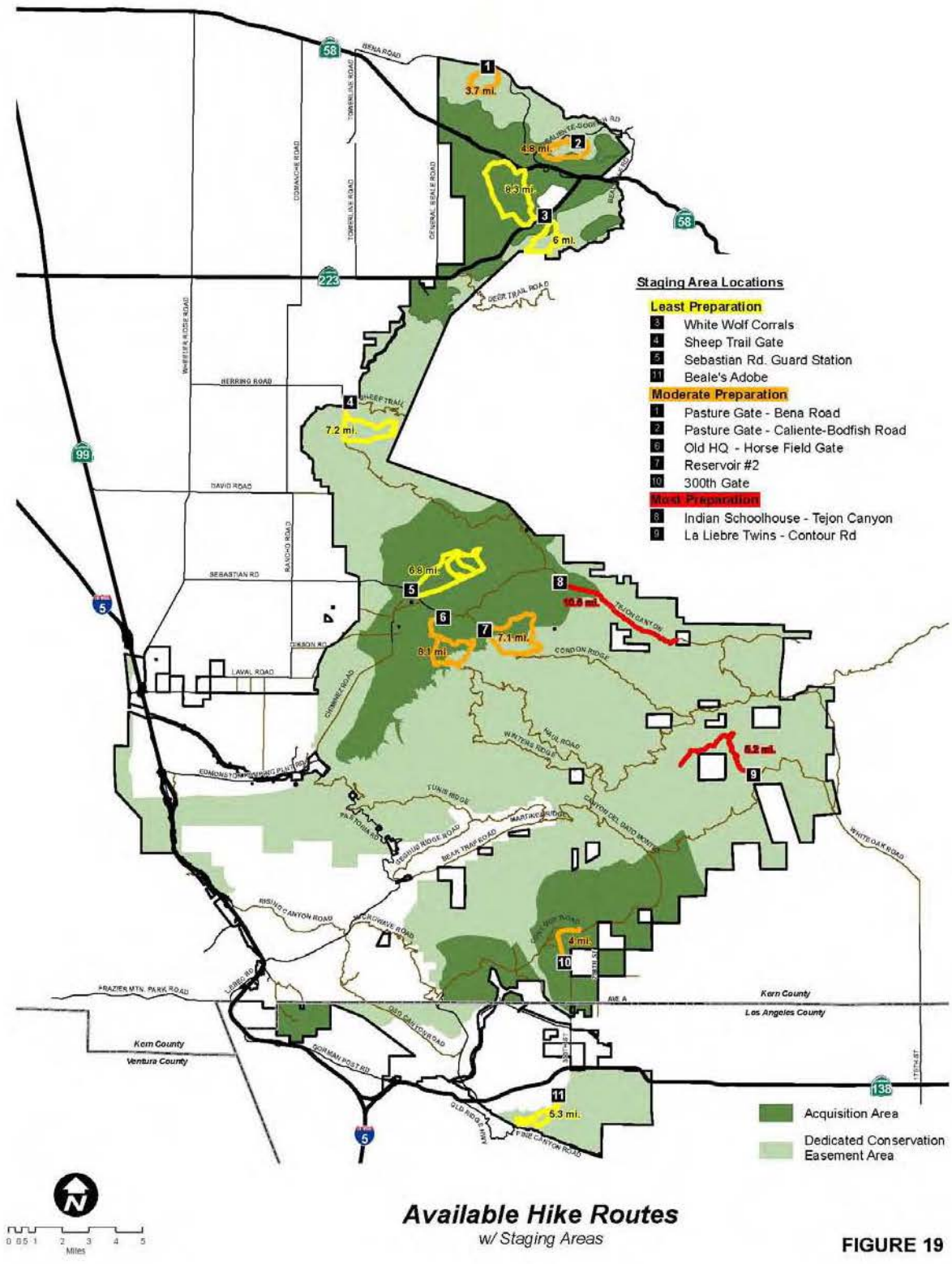
At the beginning of each year, the Conservancy will provide a proposed Public Access calendar to TRC for approval, which shall not be unreasonably withheld provided that proper coordination and consideration is given to factors such as existing Ranch operations, weather and access conditions, staff availability and visitor objectives. Modifications to the approved Public Access calendar may be requested by the Conservancy throughout the year as necessary.

Hike Routes

In order to facilitate the Public Access Program, TRC and the Conservancy have developed a variety of interim hiking routes that can be utilized to meet the interests and abilities of a variety of user groups during this initial implementation process for the Public Access Program. These routes, shown on Figure 19, Available Hike Routes, will be expanded and modified in the Public Access Plan, based on the Conservancy's experiences in using the routes, user preferences, and coordination with TRC and particularly, Ranch operations. The interim routes generally include a staging area where vehicles can be parked, tables set up, etc. The routes were designated based upon difficulty, length, ease of access, and availability of staging areas, and have been rated on preparation required.

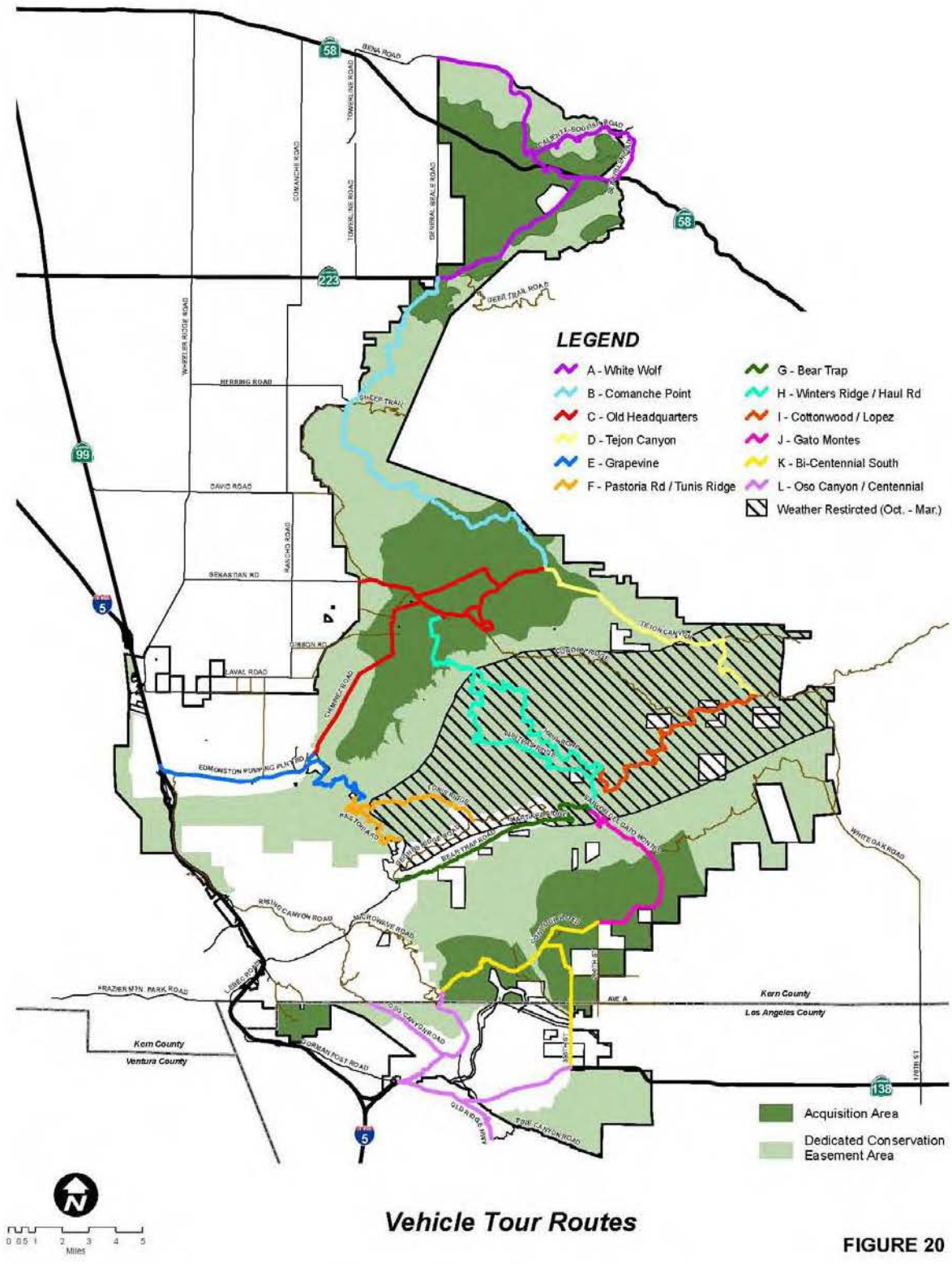
Vehicle Tour Routes

TRC has also designated portions of the major road network that can be employed for Conservancy vehicle tours and for access to the staging areas discussed previously. These Vehicle Tour Routes, depicted on Figure 20, are labeled according to the area to which they provide access. Due to changing road conditions and operational needs, these roads and the corresponding routes may be modified at any time.



Available Hike Routes
w/ Staging Areas

FIGURE 19



Vehicle Tour Routes

FIGURE 20

Public Access Season

Due to the impact of winter weather on Ranch roads, access to some portions of the Conservation Easement Areas is generally restricted between November and March, as shown on Figure 20, Vehicle Tour Routes. With this and prevailing weather conditions, it is anticipated that the majority of Public Access will generally occur between April and October.

Bear Trap Canyon

Per Section 3.11(c) of the RWA:

> "In addition to Public Access in the Conservation Easement Area, TRC agrees that the Conservancy shall manage Public Access to Bear Trap Canyon through the use of docent-led tours consistent with the public access plan…".

Because Bear Trap Canyon is located within the Tejon Mountain Village Development Area and is not included in the Conservation Easement Area, TRC shall enter into, or cause the Project Sponsor for the TMV Development Area to enter into, a license agreement with the Conservancy to allow access to Bear Trap Canyon, until such time as a permanent access arrangement between the Conservancy and TRC. TRC, the Conservancy and the Project Sponsor for the TMV Development Area shall develop specific policies and procedures governing such access, consistent with the operational, safety and similar considerations, and subject to reasonable restrictions on the schedule, manner of entry and access to the area. All such access shall:

- Be at reasonable times.
- Be in accordance with reasonable requirements for entry, including insurance and indemnification requirements.
- Not unreasonably interfere with the use and quiet enjoyment of the Tejon Mountain Village development area.
- Be respectful of the privacy of future residents, the nature of the development in the Tejon Mountain Village development area, and the planning and development activities occurring in the Tejon Mountain Village development area.

In addition, the following policies will apply:

- TRC and its development partners may require that events in Bear Trap Canyon include a TRC or Tejon Mountain Village representative.
- Vehicle traffic for tours to Bear Trap Canyon will generally be required to gain entry to the canyon through the use of roads outside of the Tejon Mountain

Village area. An example of such access is entering the canyon through the use of Contour Road, Canyon del Gato Montes, and Martinez Ridge.

These and other terms will be included in the license to be prepared by TRC, the Project Sponsor and the Conservancy during the Initial Period for Conservancy-managed Public Access to Bear Trap Canyon.

Public Access Program Monitoring and Coordination

TRC and the Conservancy will regularly coordinate to schedule and manage Public Access events. Additionally, TRC and the Conservancy will perform an annual review of the Conservancy's Public Access Program to discuss its effects on Ranch operations and resources. This review will include a meeting to discuss the findings of the review and any issues identified. Additionally, if at any time TRC believes that the Conservancy's Public Access Program is causing significant harm to Ranch resources or operations, or otherwise has a concern which it deems significant, TRC may request that the Public Access Program, and any scheduled events, be temporarily suspended to allow TRC and the Conservancy to meet and confer, in good faith, with the intent of resolving the identified issues. Upon the satisfactory resolution, or identification of a process for resolution, of the identified issues by TRC and the Conservancy, the Conservancy's Public Access Program will be resumed.

5.5 TRC'S PRIVATE RECREATIONAL USES

This Interim Public Access Plan also provides for the use of the Conservation Easement Area by TRC and its guests. In addition to the Conservancy-managed Public Access Programs described above, TRC will continue to provide its employees and invited guests with access opportunities on the Ranch (including Conservation Easement Areas), such as hunting, fishing, camping, and equestrian activities. TRC will provide for and manage these activities, separate from the Conservancy's Public Access Program described above. Before and after the Initial Period, in accordance with historical use, and expanding reasonably at TRC's discretion, TRC will issue access permits for and manage tours, events, multi-day hiking and camping trips, and other access opportunities, that TRC has historically hosted for its invitees, in accordance with its Reserved Right of Private Recreational Use, including local groups such as Boy Scouts and Girl Scouts.

As discussed above, Private Recreational Use is a "Reserved Right," for which BMPs are required under the RWA. The TRC BMPs for private recreational uses of the Ranch are included in this section of the RWMP to facilitate ease of review and coordination of Public Access activities by the Conservancy, the Ranch, and future partners.

5.5.1 BACKGROUND

Over the years, TRC has allowed access for and managed a variety of recreational activities that today serve a number of constituencies from the communities surrounding the Ranch. TRC will continue to allow for and manage these activities in coordination with the Conservancy-managed Public Access Program.

TRC retains the right to use, and to permit its invitees to use, the Conservation Easement Area for non-commercial passive recreational uses. Such recreational uses include walking, hiking, sightseeing, bird watching, nature photography, picnics, fishing, boating, and equestrian uses. Overnight camping is not allowed except (i) by TRC and its employees consistent with past practice, or (ii) as may be provided in the Public Access Plan. All such recreational uses shall be performed or permitted by TRC in accordance with the following BMPs established for such activities in this Interim RWMP, provided such BMPs are consistent with the applicable management standard. In addition, TRC shall have the right to use, and to permit its invitees to use, the Conservation Easement Area for other (including commercial) recreational uses to the extent permitted in the Public Access Plan.

- **Planning:** The following BMPs will guide planning of private recreation activities by TRC:
    - TRC will coordinate with Ranch operations and the Conservancy to ensure that activities are scheduled to avoid conflicts with other uses.
    - TRC will ensure that guests follow appropriate Ranch access permitting procedure prior to accessing the Ranch.
    - TRC will designate areas for activities based upon conditions in the area and appropriateness for the activity type.
- **Performance**: TRC will implement the following BMPs to guide the performance of private recreational use activities:
    - Where appropriate for the type of activity, TRC will require that guests proceed on designated roads and trails, and use designated facilities.
        - If guests are found to be in violation of this requirement and such violation results in environmental damage, TRC may take appropriate action, including requiring the violator to fund the restoration of damaged areas to natural pre-existing condition or may rescind the guest's access to the Ranch.

- TRC will require that guests perform activities in accordance with access permit conditions and additional conditions placed on activity performance by TRC; violations of such will be dealt with as above.
- TRC will provide orientation information to guests regarding applicable environmental requirements, such as the lead-ammunition ban and microtrash collection and management requirements.
- As appropriate, TRC will require that a TRC representative monitor private recreational activities.
- TRC will investigate any complaint received from any employee, lessee, or third party concerning any alleged guest violation of any requirements for avoiding impacts to California condors and will immediately notify FWS of such complaint. TRC will cooperate with FWS in investigating and taking appropriate action in response to such a complaint.

- **Safety**: TRC will implement the following BMPs to ensure the safety of guests while visiting the Ranch:
  - TRC will brief guests as necessary on relevant weather or Ranch conditions to ensure that guests are prepared to access the Ranch. Such briefings may include guidance on clothing to wear.
  - TRC will brief guests on appropriate safety gear to obtain prior to accessing the Ranch.
  - TRC will require guests to carry a GPS spot unit.

5.5.2 COMMERCIAL RECREATIONAL USE

In addition to the Private Recreational Use described above, TRC will permit and manage commercial recreational use of the Conservation Easement Area. Such use will be in accordance with the general public access guidelines established in Section 5.7 of this Interim Public Access Plan, and as may be modified in subsequent Public Access Plans developed by TRC and the Conservancy, and shall not significantly impair Conservation Values. Commercial recreational use includes, but is not limited to events such as weddings, bar-be-cues, and mountain bike races, equestrian-oriented activities, facility rentals, retreats, and other uses. Commercial recreational use also covers those activities not specifically covered by reserved rights, including fishing and other recreational opportunities offered by TRC.

5.6 FUTURE POTENTIAL PUBLIC ACCESS ACTIVITIES

The RWA provides for continuing discussions with three potential partners that, if successfully completed and permitted, will become a significant components of future Public Access. These future uses could provide a variety of additional Public Access opportunities and would be operated in accordance with the stated vision of TRC and Resource Groups to allow for significant, well-managed Public Access to the Conservation Easement Area. A description of these future Public Access Programs by partners is provided for informational purposes. Each partner is required to apply for and obtain all required permits and approvals, complete applicable environmental review processes, and comply with all applicable legal requirements relating to these future Public Access activities. The Conservancy and TRC are working collaboratively with each partner to refine and implement these future Public Access activities.

5.6.1 PACIFIC CREST TRAIL

The Pacific Crest Trail (PCT), which is managed by the USFS and Pacific Crest Trail Association (PCTA), is a designated National Scenic Trail established under the National Trails System Act of 1968. The PCT traverses approximately 2,650 miles through three states (California, Oregon, and Washington); it begins at the Mexican border and ends near the Canadian border. Only non-mechanized activities, including foot and horse travel, are permitted; bicycle use is prohibited. In the vicinity of the Ranch, the existing alignment of the PCT follows the south-eastern boundary of the Ranch south of Highway 138 before exiting the Ranch and traveling through the Antelope Valley and into the Tehachapi Mountains.

As mentioned in Section 4.2.6 of this Interim RWMP, the purpose of the PCT project is to provide an easement to realign a 37-mile segment of the trail through the Ranch.

Proposed Realignment

Prior to the Effective Date of the RWA, the USFS, PCTA and TRC held several years of ongoing discussions regarding realignment of the PCT through the Ranch. Since the Effective Date, TRC and the Conservancy have been working with PCTA and USFS to refine the alignment of the trail and a conservation corridor through the Ranch, and to outline the terms of the Dedicated Conservation Easement and trail easement associated with the PCT. It is expected that an agreement to convey the Dedicated Conservation Easement and Trail Easement subject to USFWS approval will be executed in late 2009, and that the easements will then be conveyed in 2010.

Public Access

Provided that a trail easement is successfully negotiated and conveyed, and all required state and federal permits are obtained, the construction process can commence, which would result in the proposed realignment being open to public use. At that point, the PCT will become a significant component of the Public Access Program. Future RWMP updates will include administrative procedures related to coordination with USFS and PCTA on PCT management through the Ranch.

5.6.2 CALIFORNIA STATE PARK

The RWA also provides for discussions on the potential for a California State Park at Tejon Ranch. TRC, the Conservancy and the Resource Groups have continued the discussions with the California Department of Parks and Recreation that began shortly before the Effective Date. These continued discussions are intended to clarify the operational needs of a State Park and to ensure that a potential State Park is in alignment with the intent of TRC and the Conservancy to provide significant Public Access while also providing for the long-term stewardship of the Ranch.

Background

The California Department of Parks and Recreation manages more than 270 park units which together comprise the California State Parks system. These parks contain a diverse collection of natural, cultural, and recreational resources, ranging from stands of primeval redwood forests to vast expanses of fragile desert; from the Sierra Nevada to broad sandy beaches; and from Hearst Castle to the vestiges of colonial Russia. The intent of the California State Parks system is to provide for the health, inspiration, and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation. This mission is consistent with the vision of the RWA to provide for significant, well-managed Public Access to the Ranch.

TRC and the Conservancy engaged in discussion with CA Department of Parks and Recreation representatives over the last several months regarding the feasibility of a State Park. Currently, at the request of the Department of Parks and Recreation due to the fiscal crisis facing the State of California, discussions are on hold indefinitely. TRC and the Conservancy remain committed to continuing discussions on a potential State Park when State representatives feel it is appropriate.

5.6.3 UNIVERSITY OF CALIFORNIA NATURAL RESERVE

The RWA provides that TRC and the Conservancy will work with the UC Natural Reserve System (Reserve System) to determine whether a portion of the

Conservation Easement Area might be viable for inclusion as a future UC Natural Reserve or utilized for scientific study by the University of California.

As with the PCT, TRC and the Reserve System had engaged in discussion on the viability of a UC Reserve prior to the Effective Date of the RWA. Since the Effective Date, TRC, the Resource Groups and the Conservancy have further discussed the viability of a UC Reserve program in an effort to better understand the requirements of the Reserve System and the implications of a UC Reserve on Ranch management and conservation management.

Background

In January 1965, The UC Regents established the Natural Land and Water Reserves System (as the Reserve System was first known) and designated seven University-owned sites as its first natural reserves. Today, the Reserve System manages 36 reserves that encompass more than 135,000 acres across 12 ecological regions in one of the most physiographically diverse regions in the United States. These reserves are a system of protected sites that broadly represent California's rich ecological diversity while serving as outdoor classrooms and laboratories. The reserves are made available specifically for long-term study, and support a variety of scientific disciplines. The reserves vary in size, remoteness, degree of human impact, and ability to support use, and many are envisioned as full-facility reserves, possessing the facilities, equipment, and professional staff necessary to support long-term research projects and multi-week field courses remote from campus services.

Public Access

Discussions continue with representatives from the Reserve System regarding the establishment of a UC Reserve or scientific study utilization program on the Conservation Easement Area. Current discussions are centered on the concept of providing a dedicated core area in which TRC and Conservancy operations would be limited to allow for priority research, and a larger area, subject to regular TRC and Conservancy operations, that would be available for additional research. In the event that a UC Reserve is approved and implemented at the Ranch, it would become an important component of the Public Access Plan. A reserve would provide scientific access to the Ranch, allowing for study by world-class researchers, and could also provide docent-led Public Access. If implemented, future RWMP updates will address specific Public Access Guidelines and programs related to a UC Reserve.

5.7 PUBLIC ACCESS GUIDELINES

Over its history, TRC has developed extensive guidelines to inform the permitting and performance of Public Access activities on Tejon Ranch. These guidelines address access related issues, including logistics, safety, and environmental protection.

These guidelines will be incorporated into the Public Access Guidelines to be developed for the Conservancy's Public Access Program, in addition to other measures the Conservancy may desire to include from its expanding experience gained through managing the Public Access Program. The Public Access Guidelines will also prescribe training requirements for trip leaders and guides, along with educational and orientation requirements for guides and visitors. As discussed above, TRC and the Conservancy will also work with other potential Public Access partners (PCT, California Department of Parks and Recreation, and the Reserve System.) to coordinate appropriate guidelines for visitors to the Ranch that have access through these partner uses. Public Access Guidelines will be structured to further the success and expansion of Public Access to the Ranch.

In addition, TRC will work with the Conservancy, as required by the RWA, to develop a process through which the Conservancy shall have the ability to grant a revocable license to permit Public Access to the Conservation Easement Area for passive recreational uses, in accordance with this Interim Public Access Plan and the following access guidelines.

TRC, and the Conservancy as appropriate, reserve the right to monitor Public Access users and activities to ensure compliance with the below provisions. Where violations occur, access rights of violators may be rescinded.

5.7.1 ACCESS PERMIT PROCESS AND POLICIES

Any individual or group wishing to gain access to Tejon Ranch for the purpose of Public Access must follow the application procedures contained herein and adhere to the access policies as established below by TRC and by the Conservancy for its Public Access Program.

5.7.1.1 PUBLIC ACCESS PERMIT PROCESS

TRC and the Conservancy will collaborate to develop an application and permitting process for Public Access. This process and associated access procedures will incorporate the Public Access Guidelines and the following parameters:

- Access requests will be reviewed and approved or denied by a designated access panel, to include representatives as designated by TRC, in consultation with the Conservancy.
- Access to Tejon Ranch will require accompaniment by a TRC or Conservancy representative or a duly-qualified representative.
- Access requests will follow a specific form.
- Visitors and access events will be limited by available staff, resources, and needs of TRC's Reserved Rights.
- TRC may grant and rescind access rights at its sole discretion.
- Visitors will be required to comply with these Public Access Guidelines to ensure safety, protection of natural resources and Ranch activities, and enjoyment.

As stated above, through an application and permitting process to be developed in accordance with the above parameters and these Public Access Guidelines, TRC will allow the Conservancy to grant revocable licenses to the Conservation Easement Area for the purpose of Public Access.

5.7.1.2 REQUIRED ITEMS LIST

For their own personal safety and to minimize fire risk, all visitors are required to bring and carry a number of important items with them during any visit to the Ranch. Permitted access may include limited vehicular use and/or pedestrian use. A list of required or recommended items is provided below:

5.7.1.2.1 MINIMUM AUTOMOBILE REQUIREMENTS

- All-wheel drive (4×4 recommended)
- Good working order
- Access sticker on windshield
- Not leaking any fluids
- Heat guard on exhaust
- Adequate fuel

5.7.1.2.2 VEHICLE REQUIRED ITEMS LIST

- Ranch Access Permit
- Tejon Ranch map
- Fire extinguisher (seasonal)
- Shovel
- First-aid kit
- Water

5.7.1.2.3 RECOMMENDED ITEMS LIST

- GPS unit (may be provided by or required by TRC)
- Sturdy shoes
- Layered clothing
- Hat
- Two-way radios
- Snacks
- Snake guards
- Jumper cables
- Toilet paper
- Sunscreen
- Compass
- Backpack
- Tow rope
- Cell phone and car charger
- Fire blanket/shelter
- Gloves

5.7.1.2.4 PACK RECOMMENDED ITEMS LIST

- Water
- Whistle
- Snack
- Jacket
- Toilet paper
- First-aid kit
- Tejon Ranch map
- Cell phone

5.7.1.2.5 OPTIONAL ITEMS

- Binoculars
- Camera
- Bee-sting kit or epinephrine if anaphylactic
- AM radio
- Poncho
- Tube tent
- Nylon cord

5.7.1.3 ORIENTATION AND SAFETY BRIEFING

All visitors to Tejon Ranch are required to attend an orientation and safety briefing prior to being allowed access to the Ranch. The safety briefing and orientation will be given by TRC or Conservancy staff, or a designated representative. When obtaining an access permit, each individual shall acknowledge that they were present for and understood the information presented during the orientation and safety briefing.

5.7.1.4 LIABILITY AND INSURANCE

Prior to gaining access to the Ranch, all visitors must sign a waiver of liability and may need to provide evidence of liability insurance showing TRC as an additional insured. If required, a TRC representative can help visitors obtain the required insurance through an independent insurance agent or agents.

5.7.2 ACTIVITIES

5.7.2.1 INTRODUCTION

Tejon Ranch is an operational, for-profit ranch with ongoing farming, ranching, hunting, mineral extraction, and real estate development activities, and communication and utility facilities and easements. Access that may interfere with these activities or that could present a conflict or hazard to visitors, TRC personnel, TRC property, or any Reserved Right will not be permitted. Additionally, the Ranch consists of vast terrain and multiple climate zones; any or all of the property may not be accessible due to these conditions.

5.7.2.2 AVAILABLE ACTIVITIES

Generally, Public Access visitors on Tejon Ranch seek to enjoy nature in a non-consumptive manner. Any activity request that does fit into these accepted Ranch Public Access Guidelines should generally be considered prohibited for visitors. Requests for exceptions will be examined on an individual basis to determine whether access will be granted; such non-conforming requests should be submitted at least 90 days in advance. Activities on Tejon Ranch may be limited to certain areas and certain times of the year in order to limit the hazards associated with weather and to not interfere with TRC operations.

5.7.2.2.1 DURING A PUBLIC ACCESS ACTIVITY

- Notify Access Coordinator of arrival, destination, and exit times and stay on course.
- Vehicles must travel on existing roads.
- Tread lightly off road by foot.
- Leave ranch gates as found.
- Perimeter gates shall be kept locked.
- Maintain safe speed: 25 MPH or slower.
- Pack your trash and any trash found.
- Enjoy the natural beauty.

5.7.2.3 ACTIVITY LOCATIONS

Except in the case of Bear Trap Canyon as discussed above, Conservancy-managed access to Tejon Ranch is limited to the Conservation Easement Area as shown on Figure 3, Depiction of Conservation Easement Area. Visitors should not assume that their desired location is available for activities and should remain flexible.

5.7.2.4 OTHER PERMITTED ACTIVITIES

TRC also permits other activities not addressed by these Public Access Guidelines including but not limited to fishing, hunting, and filming. These activities are generally managed by TRC's Ranch Operations department. If visitors wish to participate in these activities, they are encouraged to contact the Ranch Operations department for further information on available activities and access requirements.

5.7.2.5 PROHIBITED ITEMS AND ACTIVITIES

There are numerous items and activities that are prohibited on Tejon Ranch. Visitors should not expect TRC or the Conservancy to consider any request that involves the following:

- Smoking
- Bringing any toxic substance or hazardous material onto Tejon Ranch
- Cutting of fences, gates, or locks
- Fireworks
- Sling shots

- Drinking of water from natural sources. In the case of PCT users, drinking of water from natural sources will be allowed, with users doing so at their own risk.
- Packing of firearms unless permitted
- Removal of animals or artifacts
- Removal of plants, except in the case of Conservancy-sponsored events, or other cases for which prior approval is obtained from TRC
- Bringing wild or domesticated animals onto Tejon Ranch, excepting dogs, for which an access permit must be obtained from TRC's Ranch Operations department prior to their entering the Ranch. TRC's Ranch Operations department may refuse to grant an access permit at its sole and absolute discretion.
- Driving off existing roads
- Harming, harassing, or feeding wild or domestic animals
- Making extraordinary noise
- Littering
- Campfires outside of designated areas
- Using or carrying lead ammunition

5.7.3 CONTACTS

Visitors will be made aware of cell phone limitations on the Ranch, as it is not safe to assume that visitors will be able to make or receive calls using a cellular telephone. In case of emergency, where cell phone coverage does exist, visitors should call 9-1-1. Visitors in possession of GPS/emergency locator beacon units may also use the "emergency" button, the use of which will be explained during the orientation and safety briefing.

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6. GLOSSARY OF DEFINED TERMS

1) **Acquisition Areas.** As defined in Section 1.2 of the RWA, the term "Acquisition Area(s)" means the areas of White Wolf, Old Headquarters, Tri-Centennial, Bi-Centennial, and Michener Ranch, as generally depicted on Figure 18, Conservation Easement (CE) Conveyance Plan Linked Acreage.

2) **Adaptive Management Standard.** As defined in Section 1.4 of the RWA, the term "Adaptive Management Standard" is a Management Standard that permits BMPs, Conservation Activities, and other actions subject to this standard consistent with the RWMP and the requirements for the RWMP set forth in Section 3 of the RWA, with recognition that (a) the continued economic use of the Conservation Easement Area, as a whole, will be respected; (b) over time, the goal is that the native biodiversity and ecosystem values of the Conservation Easement Area will be enhanced; (c) high-priority areas of particular sensitivity will be the focus of the Conservancy's Conservation Activities, and, in such areas, the Conservation Purpose would take precedence over economic uses; (d) the enhanced biological and physical condition resulting from previously approved Conservation Activities within such areas will be maintained; (e) this standard shall not be less protective of Conservation Values

than the Current Stewardship Standard; and (f) Conservation Activities shall be carefully coordinated with TRC's use of the Conservation Easement Area and then-existing leases, easements, and other agreements.

3) **Best Management Practices or BMPs.** As defined in Section 1.15 of the RWA and Section 3.1 of this Interim RWMP, the terms "Best Management Practices" or "BMPs" mean practices and procedures established pursuant to the RWMP that apply to the Reserved Rights, other than the Core Activities, and are (a) based on the best available scientific information; (b) feasible, both economically and technologically; (c) reasonable and practicable methods to reduce or minimize adverse impacts to natural and conservation resources resulting from such activities that are subject to BMPs; and (d) reasonably necessary to achieve the applicable Management Standard.

4) **CEQA.** As defined in Section 1.19 of the RWA, the term "CEQA" means the California Environmental Quality Act (California Public Resources Code Section 21000 et seq.) and the guidelines there under (14 CCR 15000 et seq.).

5) **Certified Pest Control Adviser.** The term "Certified Pest Control Adviser" means a person certified by the appropriate regulatory agencies, including the California Department of Pesticide Regulation, to monitor, diagnose, and manage insect and animal pest populations.

6) **Conservancy.** The term "Conservancy" means the Tejon Ranch Conservancy.

7) **Conservation and Land Use Agreement, Ranch-Wide Agreement, or RWA.** The terms "Conservation and Land Use Agreement", "Ranch-Wide Agreement" or "RWA" have the meaning set forth in Sections 1.1.1 and 1.1.2 of this Interim RWMP.

8) **Conservation Easement Area.** As defined in Section 1.31 of the RWA and Section 1.2.1 of this Interim RWMP, the term "Conservation Easement Area" means all of the land encumbered, or proposed to be encumbered, by a Dedicated Conservation Easement or a Purchased Conservation Easement, as generally depicted on Figure 3, Depiction of Conservation Easement Area.

9) **Conservation Purpose.** As defined in Section 1.37 of the RWA, the term "Conservation Purpose" means to (a) ensure that the Conservation Easement Area will be retained forever in its natural, scenic, and open-space condition; (b) preserve, protect, identify, and monitor in perpetuity the Conservation Values of the Conservation Easement Area; (c) prevent any activities on the Conservation Easement Area that will impair the Conservation Values of the Conservation Easement Area; and (d) following the expiration of the Initial Period, enhance and

restore the Conservation Easement Area to the extent permitted by Section 3.8 of the RWA, all subject to and in accordance with the terms of the RWA, including but not limited to Sections 2.8, 2.9, and 2.10 of the RWA.

10) **Conservation Values.** As defined in Section 1.38 of the RWA, the term "Conservation Values" means those natural resource and conservation values that are identified as being the subject of promotion, protection, maintenance, restoration, or enhancement goals and objectives in the RWMP in Section 3.1(c)(i) through 3.1(c)(vi) of the RWA and including, where a Conservation Easement RWA has been recorded, the "Conservation Values" defined therein.

11) **Core Activities.** As defined in Section 1.39 of the RWA, the term "Core Activities" means those Reserved Rights set forth in Paragraph 1(b)(1) of Exhibit M of the RWA, attached to this Interim RWMP as Appendix A.

12) **Covered Activity.** As defined in the "Definitions" section of the TUMSHCP, the term "Covered Activity" denotes certain activities carried out or conducted by Permittees within the Covered Lands, and described in Section 2 of the TUMSHCP, that may result in the incidental take of Covered Animal Species and effects to Covered Plant Species for which an incidental take permit is sought.

13) **Covered Lands.** As defined in the "Definitions" section of the TUMSHCP, the term "Covered Lands" denotes the 141,886-acre area depicted on Figure 4, Conservation Easement Area and TUMSHCP Covered Lands.

14) **Covered Species.** As defined in the "Definitions" section of the TUMSHCP, "Covered Species" are the current 27 species (including the California condor) that will be conserved by the TUMSHCP when the TUMSHCP is implemented. The 27 species are listed in Table 1-1 of the TUMSHCP. The condor is described in Section 4 of the TUMSHCP. The remaining 26 species are described in Sections 5, 6, and 7 of the TUMSHCP.

15) **Current Stewardship Standard.** As defined in Section 1.41 of the RWA and Section 1.2.3 of this Interim RWMP, the term "Current Stewardship Standard" is a Management Standard that permits BMPs and other actions subject to this standard that preserve the Conservation Values that exist as of the Effective Date.

16) **Dedicated Conservation Easement.** As defined in Section 1.42 of the RWA, the term "Dedicated Conservation Easement(s)" means any Conservation Easement tendered, or required to be tendered, pursuant to the RWA encumbering the Dedicated Conservation Easement Area(s).

17) **Dedicated Conservation Easement Area(s).** As defined in Section 1.43 of the RWA, the term "Dedicated Conservation Easement Area(s)" means the area(s) generally depicted on Figure 3, Depiction of Conservation Easement Area.

18) **Designated Farm Areas.** As defined in Section 1.44 of the RWA, the term "Designated Farm Areas" means those portions of the Conservation Easement Area designated as Designated Farm Areas on Figure 14, Depiction of Designated Farm Areas.

19) **Designated Mining Areas.** As defined in Section 1.45 of the RWA, the term "Designated Mining Areas" means (a) those portions of the Conservation Easement Area designated as Designated Mining Areas on Figure 16, Depiction of Designated Mining Areas, and (b) an area not exceeding 800 acres within the "Future Mining Envelope" designated on Figure 16, Depiction of Designated Mining Areas. The specific location of the 800-acre Designated Mining Area within the Future Mining Envelope shall be determined in the reasonable judgment of TRC made in consultation with the Conservancy, with primary consideration given to the location of the minerals, but also taking into account other factors, such as avoiding or reducing impacts of access and operations on Conservation Values.

20) **Designated Oil and Gas Areas.** As defined in Section 1.46 of the RWA, the term "Designated Oil and Gas Areas" means those portions of the Conservation Easement Area designated as Designated Oil and Gas Areas on Figure 15, Depiction of Designated Oil and Gas Areas.

21) **Designated Water Bank Areas.** As defined in Section 1.47 of the RWA, the term "Designated Water Bank Areas" means that portion of the Conservation Easement Area designated as the Designated Water Bank Areas on Figure 17, Depiction of Designated Water Bank Areas.

22) **Development Areas.** As defined in Section 1.49 of the RWA, the term "Development Area(s)" means the following area(s) generally depicted on Figure 2, Depiction of Development Areas:

a) Bakersfield National Cemetery;

b) Centennial;

c) Grapevine;

d) Tejon Industrial Complex;

e) Tejon Mountain Village; and

f) TRC Headquarters.

23) **Disturbance Areas.** As defined in Section 1.52 of the RWA, the term "Disturbance Areas" means those portions of the Conservation Easement Area generally depicted on Figure 12, Depiction of Disturbance Areas, as Disturbance Areas.

24) **Effective Date.** The term "Effective Date" means that date on which the RWA was executed: June 17, 2008.

25) **Endangered Species Act.** The term "Endangered Species Act" means the federal Endangered Species Act (16 U.S.C. 1531 et seq.).

26) **Farm Area Standard.** As defined in Section 1.62 of the RWA, the term "Farm Area Standard" is a Management Standard that permits farming-related uses in accordance with Paragraph 1(b)(2)(B) of Exhibit M of the RWA in the Designated Farm Areas, and shall permit new facilities and farm-related activities, subject only to BMPs that do not substantially adversely affect TRC's economic use of the Designated Farm Areas for uses permitted by Paragraph 1(b)(2)(B) of Exhibit M, attached to this Interim RWMP as Appendix A.

27) **FWS.** As defined in the "Acronyms and Abbreviations" section of the TUMSHCP, the term "FWS" means the U.S. Fish and Wildlife Service.

28) **Incidental Ranch Facilities.** As defined in Section 1.72 of the RWA and Section 3.2.9 of this Interim RWMP, the term "Incidental Ranch Facilities" means all facilities not otherwise described in Paragraph 1(b) of Exhibit M of the RWA, attached to this Interim RWMP as Appendix A, that are incident to a Reserved Right, including but not limited to squeezes, loading chutes, holding and feeding fields, corrals, barns, shop and storage buildings, sewage disposal facilities and systems, water distribution and irrigation facilities, livestock and wildlife watering facilities (including impoundments and related water distribution facilities), and infrastructure.

29) **Initial Period.** As defined in Section 1.75 of the RWA, the term "Initial Period" means the period that commences on the Effective Date and expires on the date that is 5 years thereafter.

30) **Initial RWMP.** The term "Initial RWMP" has the meaning set forth in Section 1.2.4 of this Interim RWMP.

31) **Interim RWMP.** The term "Interim RWMP" refers to this document and has the meaning set forth in Section 3.2 of the RWA.

32) **Management Standard.** As defined in Section 1.81 of the RWA, the term "Management Standard" means the applicable standard governing the development of BMPs, Conservation Activities, and other actions as set forth in the RWA. The Management Standards are, collectively, the Current Stewardship Standard, the Adaptive Management Standard, the Farm Area Standard, the Mining Area Standard, and the Oil and Gas Area Standard.

33) **Mining Area Standard.** As defined in Section 1.84 of the RWA, the term "Mining Area Standard" is a Management Standard that permits mineral extraction–related activities and new facilities and additional exploration, development, and extraction in the Designated Mining Areas, subject only to BMPs that do not substantially adversely affect TRC's economic use of the Designated Mining Areas for uses permitted by Paragraph 1(b)(2)(F) of Exhibit M of the RWA, attached to this Interim RWMP as Appendix A.

34) **Mitigation.** As defined in Section 1.86 of the RWA and Section 3.2.15 of this Interim RWMP, the term "Mitigation" means any actions required to be taken, or any negative covenant or restriction required to be imposed in or on, or fee transfer of, any Mitigation Area(s) to satisfy a requirement or condition of a Project Approval (or any similar approval relating to a Potential Project) or required in connection with the Reserved Rights relating to the mitigation of impacts on natural resources, including, without limitation, conservation, preservation, monitoring, enhancement, and restoration of land and natural resource values within Mitigation Areas to mitigate the natural resource impacts of Projects, Potential Projects, and Reserved Rights.

35) **Mitigation Areas.** As defined in Section 1.87 of the RWA, the term "Mitigation Area" means any area or areas within the Conservation Easement Area designated as provided in the RWA to satisfy a condition or requirement of any Project Approval (or any similar approval relating to a Potential Project), or required in connection with the Reserved Rights for Mitigation purposes. Mitigation Areas also include areas that have been previously so restricted or transferred.

36) **Mitigation Bank Area.** As defined in Section 1.88 of the RWA, the term "Mitigation Bank Area" means an area of approximately 16,750 acres to be located generally within the San Joaquin Valley floor portion of the Ranch, the specific boundaries of which will be defined in the Tejon Ranch Valley Floor Habitat Conservation Plan.

37) **Mitigation Lands.** The TUMSHCP "Mitigation Lands" have the meaning set forth in Section 2.1 of the TUMSHCP.

38) **Oil and Gas Area Standard.** As defined in Section 1.101 of the RWA, the term "Oil and Gas Area Standard" is a Management Standard that permits oil and gas extraction–related uses and new facilities and additional exploration, development, and extraction in the Designated Oil and Gas Areas, subject only to BMPs that do not substantially adversely affect TRC's economic use of the Designated Oil and Gas Areas for uses permitted by Paragraph 1(b)(2)(E) of Exhibit M of the RWA, attached to this Interim RWMP as Appendix A.

39) **Outside Closing Date.** The term "Outside Closing Date" means, with respect to sales of Purchased Conservation Easements, December 31, 2010, as such date may be extended pursuant to Section 6.3 of the RWA.

40) **Parties.** As defined by Section 1.111 of the RWA, the term "Parties" means, collectively, TRC, each of the Resource Groups, and the Conservancy, and their successors and assigns as permitted in Section 15.4 of the RWA.

41) **Plan-Wide Activities.** "Plan-Wide Activities" refer to those Covered Activities occurring throughout the TUMSHCP Covered Lands.

42) **Potential Projects** - The term "Potential Project" means any permitting, entitlement, development, use, improvement, maintenance, repair, replacement, and/or alteration, in any fashion, of an Unpurchased Acquisition Area, other than a Project.

43) **Project Approval(s).** As defined in Section 1.121 of the RWA, the term "Project Approval" means, in connection with any Project (or any phase of a Project) any authorization, approval, determination, agreement, entitlement, or permit that may be sought or obtained from any Governmental Agency having jurisdiction over any aspect of a Project, including but not limited to Initial Entitlements, approval of any CEQA determination, development agreement, specific plan, parcel or subdivision map, zoning approval or determination, conditional use approval, grading permit, or the like. Without limiting the generality of the foregoing, Project Approvals include Resource Agency approvals related to a Project, including the approval of the holder and/or form of a Conservation Easement for Mitigation Areas required pursuant to the permit approval. As of the Effective Date, Project Approvals from Resource Agencies are anticipated to include but are not limited to (a) Habitat Conservation Plans to be obtained from FWS pursuant to Section 10 of the Endangered Species Act and biological opinions to be obtained from FWS pursuant to Section 7 of the Endangered Species Act; (b) permits to be obtained from the U.S. Army Corps of

Engineers under Section 404 of the federal Clean Water Act; (c) streambed alteration agreements and California Endangered Species Act permits and agreements to be obtained from DFG; (d) Clean Water Act Section 401 certifications and water quality permits under the Porter-Cologne Water Quality Control Laws ("Porter-Cologne"), and stormwater control plans and permits required under the Clean Water Act and Porter-Cologne, from the Regional Water Quality Control Boards subject to review by the State Water Resources Control Board; and (e) natural resource mitigation measures established by the CEQA lead agencies for any Project.

44) **Project.** As defined in Section 1.120 of the RWA, the term "Project" means any permitting, entitlement, development, use, improvement, maintenance, repair, replacement, and/or alteration, in any fashion, of (a) Development Areas; (b) the Conservation Easement Area, as may be allowed under the terms of the RWA or any applicable Conservation Easement; or (c) an Unpurchased Acquisition Area, as would be allowed in the Conservation Easement Area consistent with the applicable terms of Section 3.5 of the RWA.

45) **Public.** As defined in Section 1.123 of the RWA, the term "Public" means any person who is not (a) an agent or employee of TRC or the Conservancy; (b) an employee of any local, state, federal, or other governmental agency or body while engaged in the conduct of their official duties for such governmental agency or body; (c) a tenant, licensee, occupant, or easement holder that claims an interest in the Conservation Easement Area by or through TRC; or (d) an invitee of TRC.

46) **Public Access.** As defined in Section 1.124 of the RWA, the term "Public Access" means the Conservancy's right to permit Public Access to the Conservation Easement Area, and all access by the public and other activities related to such right.

47) **Public Access Guidelines.** The term "Public Access Guidelines" means those guidelines described in Section 5.7 of this Interim RWMP and to be further developed by TRC and the Conservancy during the Initial Period.

48) **Public Access Plan.** The term "Public Access Plan" means the overall plan documenting the Conservancy's Public Access Program, establishing Public Access Guidelines, addressing TRC's private recreational use, and can be found in Section 5 of this Interim RWMP.

49) **Public Access Program.** The term "Public Access Program" refers to the program of events to be managed by the Conservancy through which it will provide a variety

of opportunities for Public Access to the Conservation Easement Area, in accordance with the Public Access Plan, found in Section 5 of this Interim RWMP.

50) **Purchased Conservation Easement.** As defined by Section 1.126 of the RWA, the term "Purchased Conservation Easements" means those Conservation Easements encumbering the Acquisition Areas that have been tendered, or are to be tendered, pursuant to the RWA in connection with the sale by TRC and acquisition by the Resource Organizations of such Conservation Easements.

51) **Ranch-Wide Management Plan or RWMP.** As defined by Section 1.130 of the RWA, The terms "Ranch-Wide Management Plan" or "RWMP" indicate certain ranch-wide management plans adopted by the Conservancy from time to time in accordance with the terms of Section 3 of the RWA and include the Interim RWMP, Initial RWMP, and Revised RWMPs.

52) **Reserved Rights.** As defined by Section 1.140 of the RWA, the term "Reserved Rights" means, collectively, all rights accruing from TRC's ownership of the Conservation Easement Area, including but not limited to the right to engage in or to permit or invite others to engage in all uses of the Conservation Easement Area, that are not prohibited or limited by, and are consistent with the Conservation Purpose of, the RWA, including all activities and uses expressly permitted by and described in Paragraph 1 of Exhibit M of the RWA, attached to this Interim RWMP as Appendix A, or elsewhere in the RWA.

53) **Resource Groups or Resource Organizations.** The term "Resource Groups" or "Resource Organization(s)" means those organizations that were Parties to the RWA, including Sierra Club, a California nonprofit public benefit corporation; National Audubon Society, Inc., a New York nonprofit corporation d.b.a. Audubon California; Natural Resources Defense Council, Inc., a New York nonprofit corporation; Endangered Habitats League, a California nonprofit public benefit corporation; and Planning and Conservation League, a California nonprofit public benefit corporation.

54) **Revised RWMP(s).** The term "Revised RWMP(s)" has the meaning set forth in Section 1.2.4 of this Interim RWMP.

55) **Site Evalutation.** The term "Site Evaluation" means a visual site inspection completed by a TRC employee or designated contractor.

56) **Tejon Ranch Company or TRC.** The terms "Tejon Ranch Company" or "TRC" indicate the Tejon Ranch Company.

57) **TUMSHCP.** The term "TUMSHCP" means the Tehachapi Uplands Multi-Species Habitat Conservation Plan, further described in Section 1.2.2 of this Interim RWMP.

58) **Unpurchased Acquisition Area.** As defined in Section 1.151 of the RWA, the term "Unpurchased Acquisition Area" means any Acquisition Area over which the Resource Groups fail to acquire a Purchased Conservation Easement on or before the Outside Closing Date, or the portion of the Conservation Easement Area subject to a Material Adverse Condition that the Resource Organization Designee has directed be removed from the Conservation Easement Area pursuant to Section 8.7 of the RWA.

7. LITERATURE CITED

14 CCR 15000 et seq. California Environmental Quality Act (CEQA) Guidelines.

16 U.S.C. 1241–1251. National Trails System Act of 1968. Public Law 90-543, as amended through Public Law 111-11, March 30, 2009.

16 U.S.C. 1531 et seq. Federal Endangered Species Act of 1973.

26 U.S.C. 501(c)(3). Title 26: Internal Revenue Code; Subtitle A: Income Taxes; Chapter 1: Normal Taxes and Surtaxes; Subchapter F: Exempt organizations. Part I, Sec. 501(c)(3).

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Minnich, R.A., and R.J. Dezzani. 1998. "Historical Decline of Coastal Sage Scrub in the Riverside-Perris Plain, California." *Western Birds* 29:366–391.

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APPENDIX A

TEJON RANCH CONSERVATION AND LAND USE AGREEMENT, EXHIBIT M – RESERVED RIGHTS, PROHIBITED USES AND CONSERVATION ACTIVITIES

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TEJON RANCH CONSERVATION AND LAND USE AGREEMENT
EXHIBIT M
RESERVED RIGHTS, PROHIBITED USES AND CONSERVATION ACTIVITIES

1. Owner's Reserved Rights.

(a) **Permitted Uses**. Owner reserves to itself, and its representatives, heirs, successors, and assigns, all of the Reserved Rights. Owner's exercise of the Reserved Rights consistent with Paragraph 1(b) are agreed to be consistent with the Conservation Purpose and shall not be precluded, prevented, or limited by this Agreement or any Conservation Easement, except as specifically precluded, prevented or limited in Paragraph 1(b) as to their extent or nature. In addition, certain of the uses set forth in Paragraph 1(b) shall be permitted only within designated areas for such uses as described below and depicted on the maps attached as Exhibit G. The Parties agree that Paragraph 1(b) is not an exhaustive list of the permitted uses or Reserved Rights, and that there may be uses not expressly listed therein that are consistent with the Conservation Purpose and the RWMP.

(b) **Specific Reserved Rights**. Without limiting Paragraph 1(a), Owner retains the right to use the Conservation Easement Area for the following uses:

(1) **Core Activities**. Owner retains the right to perform, and to allow to be performed, the following activities (which are collectively referred to in this Agreement as the "Core Activities") on the Conservation Easement Area:

A. All activities reasonably required to comply with (i) any and all Applicable Laws and (ii) any Mitigation requirements imposed pursuant to any Project Approval. If a Purchased Conservation Easement is purchased with funds made available by WCB or any other Governmental Agency, Mitigation activities shall be limited to what is permitted by Applicable Law;

B. Fire control and forestry measures, within Development Areas and a buffer zone of 400 feet immediately adjacent to the Development Areas, that are determined by the Owner Designee to be reasonably required to protect Development Areas;

C. All activities of third parties permitted under, and all activities of Owner reasonably required to comply with its obligations under, any Existing Contract;

D. Development of Infrastructure as determined by the Owner Designee to be reasonably required to serve any Project within a Development Area or a Potential Project; provided, however, that the Owner Designee will use good faith efforts in consultation with Conservancy (and, during the Initial Period, the Resource Organizations) to avoid or minimize the footprint of such Infrastructure within the Conservation Easement Area and to use BMPs in the design and construction of such Infrastructure, subject in all events to the approval of Governmental Agencies and/or public utilities;

E. Entering into, terminating, amending or modifying any Williamson Act Contract; provided, however, that in no event shall any new Williamson Act Contract or any amendment or modification of an existing Williamson Act Contract allow or require any use of the Conservation Easement Area not otherwise permitted in this Agreement;

F. The use, maintenance, repair, improvement, replacement and/or reconstruction, in its existing location, within its existing footprint and without a substantial increase in height, of all buildings, structures, fixtures, Infrastructure and other improvements, including, but not limited to, roads, signs and Incidental Ranch Facilities, existing on or within the Conservation Easement Area on the Effective Date;

G. Except for any New Surface Water Diversions, and subject to the provisions of Paragraph 1(b)(3), the storage, extraction, transfer, use, purchase, sale, manipulation, development of subsurface flows, springs and percolating groundwater, treatment as may be required for potable or nonpotable uses, and/or distribution of any water, whether originating on or off the Ranch, including, but not limited to:

(i) The perfection, severance, conveyance, impairment, or encumbrance of water or water rights appurtenant to the Ranch;

(ii) The extraction or pumping of groundwater for beneficial use for any Reserved Right, subject to Paragraph 1(b)(3);

(iii) The banking of water in underground aquifers (groundwater banking), including alterations or improvements to the surface of

the Conservation Easement Area within the Designated Water Bank Areas, and in other areas only if the Conservancy determines, in its reasonable discretion, that the alteration or improvement will not significantly impair the Conservation Values;

(iv) The purchase, sale, conveyance, control, exchange, transfer or delivery of water (including groundwater), whether originating on or off the Ranch, to any location on or off the Ranch;

(v) The control of water-borne pests that may pose public health danger; and

(vi) The control of surface water (such as sandbagging of stormflows) or groundwater that may pose public health danger; and

H. The posting and monitoring of the Conservation Easement Area to identify, prosecute and eject trespassers and other unpermitted users.

The Parties acknowledge and agree that nothing contained in this Agreement shall interfere, impair, limit or prohibit Owner's ability to perform, or allow to be performed, the Core Activities in, on, over and across the Conservation Easement Area, except as provided in Paragraph 1(b)(3).

(2) Ranch Uses.

A. Ranching/Livestock Management. Owner retains the right to use, and to permit other parties to use, the Conservation Easement Area for commercial and non-commercial ranching and Livestock management activities, including, but not limited to, pasturing and grazing of Livestock, and holding and feeding pens for Livestock pending purchase or sale or for other Livestock management purposes or practices. Owner shall perform, or cause to be performed, all such activities in accordance with BMPs established for such use in the RWMP, provided such BMPs are consistent with the Current Stewardship Standard during the Initial Period, and the Adaptive Management Standard thereafter. Notwithstanding anything to the contrary contained in this Agreement, neither the BMPs nor the Adaptive Management Standard shall cause Owner to fail to meet the requirements to retain the Tejon Ranch brand.

B. Farming. Owner retains the right to use, and to permit other parties to use, the Designated Farm Areas for commercial and non-commercial farming purposes, including, but not limited to, planting, cultivating and harvesting orchards, vineyards and row and grain crops, and related irrigation, pest control, use, handling, disposal of waste products, storage (including, but not limited to, cold storage), processing, packaging and distribution activities. Owner shall perform, or cause to be performed, all such activities in accordance with BMPs established for such use in the RWMP, provided such BMPs are consistent with the Farm Area Standard.

C. Wildlife Management. Owner retains the right to use, and to permit other parties to use, the Conservation Easement Area for activities intended to manage wildlife on the Conservation Easement Area, including, but not limited to, creating, operating and maintaining commercial and non-commercial hunting programs (including raising, lodging, introduction and dispersal of native species and pheasant (and other non-native species, subject to Conservancy's prior written approval, which shall not be unreasonably withheld) for purposes of hunting on the Conservation Easement Area), non-consumptive wildlife viewing, security and patrolling and related uses. Owner shall perform, or cause to be performed, all such activities in accordance with BMPs established for such use in the RWMP, provided such BMPs are consistent with the Current Stewardship Standard during the Initial Period, and the Adaptive Management Standard thereafter. Such BMPs shall include, but not be limited to, a prohibition on the use of lead ammunition in connection with any permitted hunting on the Conservation Easement Area.

D. Filming. Owner retains the right to use, and to permit other parties to use, the Conservation Easement Area for film and photography-related uses, including, but not limited to, the filming and staging of movies, television shows and commercials, photo shoots and still photography, and related uses. All such activities shall be performed in accordance with BMPs established for such use in the RWMP, provided such BMPs are consistent with the Current Stewardship Standard during the Initial Period, and the Adaptive Management Standard thereafter.

E. Oil, Gas and Hydrocarbon Extraction. Owner retains the right to use, and to permit other parties to use, the Designated Oil and Gas Areas for the drilling, exploration, development and extraction of oil, gas and

hydrocarbons by any subsurface drilling and extraction methods, including related surface uses. Owner shall perform, or cause to be performed, all such activities in accordance with BMPs established for such use in the RWMP, provided such BMPs are consistent with the Oil and Gas Area Standard.

F. Mineral Extraction. Owner retains the right to use, and to permit other parties to use the Designated Mining Areas for the exploration for, development of, and the removal or extraction of any mineral or non-mineral substance by any surface or subsurface mining or extraction method. Owner shall perform, or cause to be performed, all such activities in accordance with BMPs established for such use in the RWMP, provided such BMPs are consistent with the Mining Area Standard.

G. Fuel Management. Owner retains the right to perform, and to allow to be performed, activities intended to provide fire protection or to avoid or reduce fire-related impacts to the Conservation Easement Area, including, but not limited to, utilizing grazing and other fuel reduction techniques, establishing fire management units for presuppression fire and fuels management planning, and maintaining and enhancing strategic fuelbreak networks along existing road and utility corridors and new road and utility corridors permitted under this Agreement, firebreaks, road access along existing roads and new roads permitted under this Agreement and predicted containment areas. Any such activities shall be performed in accordance with the BMPs established for such activities in the RWMP, provided such BMPs are consistent with the Current Stewardship Standard during the Initial Period, and the Adaptive Management Standard thereafter. Notwithstanding the foregoing, fuel management activities that meet the definition of a Core Activity are not subject to this Paragraph 1(b)(2)(G).

H. Employee Housing. Owner retains the right to use, and to permit the use of, all buildings existing as of the Effective Date, and all new and expanded buildings permitted pursuant to Paragraph 1(b)(2)(J) within Disturbance Areas A, B and E as depicted on Exhibits H-1, H-2 and H-5, for housing for employees (including retired employees), and their families (provided that they are domiciled with such employee), of Owner, or any tenant of Owner, whose employment is directly related to a use conducted on the Conservation Easement Area, or a portion thereof.

I. Incidental Ranch Facilities. Owner retains the right to expand existing, construct new, relocate or remove any Incidental Ranch Facilities on the Conservation Easement Area that are or will be used in connection with a Reserved Right, provided that such activity is de minimis and will not significantly impair the Conservation Values. In addition, Owner may expand existing, construct new, relocate or remove any Incidental Ranch Facilities on the Conservation Easement Area that are of a type that is not de minimis with Conservancy's prior written consent, which shall not be withheld if the proposed activity will not significantly impair the Conservation Values. Owner shall perform, or cause to be performed, any expansion or construction of new Incidental Ranch Facilities in accordance with BMPs established for such activities in the RWMP, subject to consistency with the Farm Area Standard, the Mining Area Standard and the Oil and Gas Area Standard (as applicable) in each of these designated areas. Owner and the Conservancy shall cooperate to develop procedures to ensure that the Conservancy is reasonably informed of the nature and extent of de minimis Incidental Ranch Facilities constructed. For purposes of this Paragraph 1(b)(2)(I), (i) de minimis activities shall include, but not be limited to, expansion, construction, relocation or removal of any squeezes, loading chutes, holding and feeding fields, corrals, catch pens, minor watering facilities (such as troughs), water distribution and irrigation facilities, branding traps, sign-in boxes for permitted hunting activities, gun sighting boxes and other, similar types of activities on the Conservation Easement Area, and (ii) de minimis activities shall not include construction of new barns, roads, watering facilities that are not minor (such as stock ponds and modifications of springs, ponds and other natural water bodies), power transmission lines and other associated facilities, oil and gas pipelines and associated facilities and other, similar types of activities on the Conservation Easement Area. Conservancy acknowledges that the use, maintenance, repair, improvement, replacement and/or reconstruction, in its existing location, within its existing footprint and without a substantial increase in height, of all buildings, structures, fixtures, Infrastructure and other improvements, including, but not limited to, roads, signs and Incidental Ranch Facilities, existing on or within the Ranch on the Effective Date, and the development of Infrastructure pursuant to Paragraph 1(b)(1)(D) are Core Activities, and are not subject to this Paragraph 1(b)(2)(I).

J. Existing and New Structures. Within the Disturbance Areas, Owner may enlarge, expand, construct new, relocate or remove any building or structure on the Conservation Easement Area, provided that any enlargement, expansion or new construction must be related to a Reserved Right and shall be subject to Conservancy's prior written consent, which shall not be withheld if the proposed enlargement, expansion or new construction will not significantly impair the Conservation Values. Conservancy acknowledges that the use, maintenance, repair, improvement, replacement and/or reconstruction, in its existing location, within its existing footprint and without a substantial increase in height, of all buildings, structures, fixtures, Infrastructure and other improvements, including, but not limited to, roads, signs and Incidental Ranch Facilities, existing on or within the Conservation Easement Area on the Effective Date, is a Core Activity, and is not subject to this Paragraph 1(b)(2)(J). In addition, this Paragraph 1(b)(2)(J) shall not apply to hunting cabins, which are governed by Paragraph 1(b)(2)(M), and Incidental Ranch Facilities, which are governed by Paragraph 1(b)(2)(I).

K. Fencing. Owner retains the right to maintain, repair, replace and relocate existing fences on the Conservation Easement Area and to erect, repair, replace and relocate new fences as reasonably necessary for a Reserved Right; provided, that, whenever feasible any fence built shall be of a type and design which allows passage of wildlife (i.e., “wildlife friendly”) so as not to unreasonably interfere with movement, nesting, or forage of wildlife at the site, and provided further that Conservancy acknowledges that certain fencing may inhibit wildlife movement for the protection of persons and property, including, but not limited to, crops located within the Designated Farm Areas or facilities located within the Designated Mining Areas, the Designated Oil and Gas Areas or the Designated Water Bank Areas. Owner shall perform, or cause to be performed, any construction of new or replacement fences, or any removal of fences, in accordance with BMPs established for such activities in the RWMP, subject to consistency with the Farm Area Standard, the Mining Area Standard and the Oil and Gas Area Standard in each of these designated areas.

L. Signs. Owner retains the right to erect, maintain, repair, modify, replace and remove signs on the Conservation Easement Area, including, but not limited to, directional signs, signs denoting allowable

uses, signs used to control unauthorized entry or use of the Conservation Easement Area, and highway monument signs; provided, however, that Owner shall not erect or permit the erection of any new billboard signs on the Conservation Easement Area, except new billboard signs of reasonable size immediately adjacent to Interstate 5, and any replacement or successor route or freeway to Interstate 5, that advertise or direct traffic to any current or future development located on the Ranch.

M. Hunting Cabins. Owner retains the right to use and permit the use of the nine (9) hunting cabins existing on the Conservation Easement Area for temporary lodging. In addition, Owner may relocate any hunting cabin (including by demolition and construction of a new hunting cabin) to another location on the Conservation Easement Area approved by Conservancy, which approval shall not be withheld if such relocation would not significantly impair the Conservation Values. Notwithstanding anything to the contrary contained in this Agreement, Owner shall not have the right to increase the number of hunting cabins on the Conservation Easement Area or to enlarge any hunting cabin; provided, however, that Owner may enlarge the two (2) hunting cabins that do not have indoor restroom facilities as of the Effective Date, commonly referred to as the Area 5 Cabin and the Area 16 Cabin, for the sole purpose of constructing indoor restroom facilities of a reasonable size. Conservancy acknowledges that the maintenance, improvement, repair, replacement and reconstruction of any hunting cabin existing on the Conservation Easement Area as of the Effective Date, in its existing location, within its existing footprint, and without substantial increase in height, is a Core Activity, and is not subject to this Paragraph 1(b)(2)(M).

N. Private Recreational Use. Owner retains the right to use, and to permit its invitees to use the Conservation Easement Area for non-commercial passive recreational uses. Such recreational uses include walking, hiking, sightseeing, birdwatching, nature photography, picnics, fishing, boating and limited equestrian uses, but shall not include overnight camping except (i) by TRC and its employees consistent with past practice, or (ii) as may be provided in the Public Access Plan. All such recreational uses shall be performed or permitted by Owner in accordance with the BMPs established for such activities in the RWMP, provided such BMPs are consistent with the Current

Stewardship Standard during the Initial Period, and the Adaptive Management Standard thereafter. In addition, Owner shall have the right to use, and to permit its invitees to use the Conservation Easement Area for other (including commercial) recreational uses to the extent permitted in the Public Access Plan.

O. Mitigation Activities. Owner retains the right to perform habitat restoration and enhancement activities within the Mitigation Bank Area, and to sell or otherwise transfer "mitigation credits" (as approved by the appropriate state and federal resource agencies) attributable to the conservation of the Mitigation Bank Area, to mitigate impacts of development projects or other activities, other than a Project, on the habitat of the San Joaquin Kit Fox, provided that the habitat restoration and enhancement activities are not inconsistent with the RWMP as reasonably determined by the Conservancy. No mitigation credits shall be sold or transferred in connection with any species other than San Joaquin Kit Fox. The Conservancy acknowledges that all activities reasonably required to comply with any Mitigation requirements imposed pursuant to any Project Approval are a Core Activity, and are not subject to this Paragraph 1(b)(2)(P).

P. Tribal Rights. Owner retains the right to permit Native American tribes to continue to use those portions of the Conservation Easement Area being used by such tribes as of the Effective Date, including, but not limited to, the Native School House and Cemetery.

(3) **Groundwater Extraction; Surface Alterations for Water Storage**. In managing Owner's future native groundwater extraction activities within the Conservation Easement Area, Owner will avoid changes to or expansion of groundwater extraction practices as of the Effective Date that would cause significant groundwater related adverse impacts to the surface Conservation Values existing as of the Effective Date. In addition, Owner shall not make any alterations or improvements to the surface of the Conservation Easement Area in connection with water storage, including storage of water in underground aquifers, except as permitted by Paragraph 1(b)(1)(G).

2. Prohibited Uses.

(a) Any use of the Conservation Easement Area not authorized in this Agreement is prohibited if such use is inconsistent with the Conservation Purpose (collectively,

the "Prohibited Uses"). The Parties acknowledge and agree that the following uses and activities are inconsistent with the Conservation Purpose, and shall be prohibited on the Conservation Easement Area, except to the extent that any of the following uses or activities is a Core Activity or a Reserved Right, or reasonably necessary to perform any Core Activity or Reserved Right:

(1) Residential uses (including, but not limited to, the construction or use of structures, trailers or tents for residential use), except for residential use and occupancy by employees pursuant to Paragraph 1(b)(2)(H); provided, however, that the foregoing shall not prohibit temporary lodging in the hunting cabins pursuant to Paragraph 1(b)(2)(M) or other temporary residential uses permitted by the RWMP;

(2) Commercial farming use, other than in the Designated Farm Areas;

(3) Mineral extraction except to the extent permitted in the Designated Mining Areas and in Section 8.4(d) of this Agreement;

(4) Oil and gas extraction except to the extent permitted in the Designated Oil and Gas Areas and in Section 8.4(d) of this Agreement;

(5) Commercial feedlots, which are defined as any open or enclosed area, within which the land is not grazed or cropped at least annually, and where domestic Livestock owned by anyone other than Owner or a tenant of Owner is grouped together for intensive feeding purposes;

(6) Recreational use of off-road vehicles and recreational use of any other motorized vehicles, except where such use is in connection with hunting activities permitted under Paragraph 1(b)(2)(C), private recreational use permitted under Paragraph 1(b)(2)(O), or Public Access permitted under Section 3.11 of this Agreement, and is confined to existing roadways and/or roadways constructed consistent with this Agreement or a Conservation Easement;

(7) Planting, introduction or dispersal of non-native or exotic plant species, other than in Designated Farm Areas, except to the extent permitted by the RWMP or otherwise with the Conservancy's written consent;

(8) Introduction or dispersal of non-native animal species, other than Livestock and species introduced or dispersed to the extent permitted by Paragraph 1(b)(2)(C)) in connection with a hunting program, and except to

the extent permitted by the RWMP or otherwise with the Conservancy's written consent;

(9) Depositing or accumulation of soil, trash, ashes, refuse, waste, bio-solids or any other similar material, except as reasonably required under Applicable Laws or in the conduct of any Reserved Right;

(10) New Surface Water Diversions, except to the extent permitted by the RWMP;

(11) Commercial operation of a mitigation bank, or the sale or other transfer of mitigation "credits," except to the extent permitted in Paragraph 1(b)(1)(A) or 1(b)(2)(P);

(12) Industrial uses, except as permitted in Paragraph 1, including, but not limited to, permitted oil, gas and hydrocarbon extraction within Designated Oil and Gas Areas as provided in Paragraph 1(b)(2)(E), and permitted mineral extraction within Designated Mineral Areas as provided in Paragraph 1(b)(2)(F);

(13) Commercial uses, except as permitted in Paragraph 1;

(14) Construction or placement of any building, or any other structure, except as permitted in Paragraphs 1 and 3;

(15) Development within any natural watercourse or natural lake for the purpose of hydroelectric power, fish farming, or any other commercial purpose, except as permitted in Paragraph 1, including, but not limited to Paragraph 1(b)(1)(G);

(16) Placement of revetments, rip-rap, or other armoring in or along natural water courses, natural wetlands, or other natural bodies of water, except as permitted in Paragraph 1 or as may be required in connection with the Mitigation or Conservation Activities permitted under this Agreement or a Conservation Easement;

(17) Taking or harvesting of timber, standing or downed, on the Property, except for: (i) purposes of disease or insect control or to prevent property damage or personal injury as permitted in the RWMP or otherwise with the written consent of Conservancy (provided, however, that Conservancy's consent shall not be required in an emergency situation); (ii) collection of downed timber or branches as firewood for reasonable personal use; (iii)

cutting of timber within any Designated Farm Area, Designated Mining Area, Designated Oil and Gas Area, or Designated Water Bank Area or Disturbance Area where reasonably necessary to accommodate any Reserved Right in those areas; (iv) cutting of timber in other areas where reasonably necessary to accommodate a Reserved Right and no significant impairment of the Conservation Values will result or as permitted by the RWMP or otherwise with the written consent of Conservancy; and (v) removal of hazardous trees or portions thereof if there is imminent danger to life or property; and

(18) Installation, establishment, or maintenance of any commercial power generation equipment or facilities; provided, however, that the foregoing shall not prohibit the installation, establishment or maintenance of power generation facilities for uses permitted on the Conservation Easement Area, or the sale of excess power generated by such facilities, if the capacity of such facilities at the time of installation is consistent with Owner's reasonable anticipation of its power needs for the uses permitted on the Conservation Easement Area, and the Conservancy has determined in its reasonable discretion that the facilities will not significantly impair the Conservation Values.

(b) Owner shall not engage in or knowingly allow others to engage in any Prohibited Use on the Conservation Easement Area, except to the extent that an Existing Contract requires Owner, or permits a party other than Owner, to engage in any Prohibited Use.

3. **Conservation Activities**. Subject to Section 3.8(a) of this Agreement, Conservancy, at its sole cost and expense, may perform the following additional activities to restore and enhance the Conservation Easement Area, each to the extent (i) necessary to further the Conservation Purpose, (ii) consistent with reasonable detail set forth in the RWMP, and (iii) consistent with the Adaptive Management Standard, and as otherwise set forth below.

(a) Vegetation Planting and Management. Conservancy may plant and maintain native vegetation on the Conservation Easement Area, except that Owner's prior written consent (which may be granted or withheld in Owner's sole discretion) shall be required for any such activities in the Designated Farm Areas, Designated Mining Areas, Designated Oil and Gas Areas and Designated Water Bank Areas.

(b) Animal Control. Conservancy may undertake reasonable actions to control or eradicate feral and non-native animals on the Conservation Easement Area (excluding Livestock and species raised, introduced or dispersed to the extent permitted by Paragraph 1(b)(2)(C) in connection with a hunting program), except that Owner's prior written consent (which may be granted or withheld in Owner's sole discretion) shall be required for any such activities in the Designated Farm Areas, Designated Mining Areas, Designated Oil and Gas Areas and the Designated Water Bank Areas. Conservancy shall coordinate all such activities with, and shall not interfere with, the Reserved Rights, including Owner's wildlife management activities. In no event shall Conservancy have the right to introduce, transport to or within, re-introduce or disperse any animal species on the Conservation Easement Area, unless (i) Conservancy develops a reasonable written plan for any such activity and submits such written plan to Owner Designee, and (ii) Owner Designee approves such plan. Owner Designee shall not withhold its approval of such plan if it is consistent with the Adaptive Management Standard, and Owner Designee reasonably determines that the plan will not unreasonably interfere with a Reserved Right or create any material risk to the entitlement and/or development of a Project or a Potential Project.

(c) Condor Feeding Program. Conservancy may initiate and maintain a California condor feeding and monitoring program on the Conservation Easement Area that provides feeding areas for California condors and monitors their activities, provided that Conservancy obtains the prior approval of all federal, state, regional and local agencies with discretionary approval authority over any such activity.

(d) Signage. Conservancy may erect, maintain, and/or remove one or more signs or other appropriate markers in prominent locations on the Conservation Easement Area that may be visible from public roads or other adjoining property, except that Owner's prior written consent (which may be granted or withheld in Owner's sole discretion) shall be required for any such activities in the Designated Farm Areas, Designated Mining Areas, Designated Oil and Gas Areas and the Designated Water Bank Areas. The location, size, content, wording and appearance of any such sign shall be subject to Owner's prior written approval, which shall not be unreasonably withheld, and, without limiting the foregoing, the content of any such sign proposed by Conservancy shall be limited to (i) information indicating that the Conservation Easement Area is protected by the Conservation Easement, and/or the participation of Conservancy and of any of the public or private sources of funding for the acquisition and/or maintenance of the Conservation Easement, (ii) trail markers and other signage related to

Public Access, or (iii) natural, cultural and historic resource interpretive information.

(e) Fencing. Conservancy may erect, maintain, and/or remove fencing on the Conservation Easement Area, except that Owner's prior written consent (which may be granted or withheld in Owner's sole discretion) shall be required for any such activities in the Designated Farm Areas, Designated Mining Areas, Designated Oil and Gas Areas and the Designated Water Bank Areas and for the removal of any fencing not erected by Conservancy.

(f) Weed, Non-Native Plant Control. Conservancy may use pesticides, herbicides or other biocides, mechanical removal or other reasonable methods to control noxious weeds and to eliminate non-native plant species from the Conservation Easement Area, except that Owner's prior written consent (which may be granted or withheld in Owner's sole discretion) shall be required for any such activities in the Designated Farm Areas, Designated Mining Areas, Designated Oil and Gas Areas and the Designated Water Bank Areas, or for any controlled burning. In addition, Conservancy shall coordinate all such activities with, and shall not unreasonably interfere with, Owner's grazing and fuel management activities.

(g) Wetlands and Stream Course Restoration. Conservancy may undertake reasonable actions to rehabilitate or restore stream courses, hydrologic conditions, riparian habitats or other wetlands, provided that no such activity shall unreasonably interfere with the Reserved Rights, including, but not limited to, the activities described in Paragraph 1(b)(1)(G).

(h) Other RWMP Activities. With Owner's prior written consent, which shall not be unreasonably withheld, Conservancy may undertake any other programs or activities to restore and enhance the Conservation Easement Area to the extent (i) necessary to further the Conservation Purpose, (ii) consistent with reasonable detail set forth in the RWMP, and (iii) consistent with the Adaptive Management Standard. Notwithstanding the foregoing, Conservancy shall not have the right to undertake any such programs or activities in the Designated Farm Areas, Designated Mining Areas, Designated Oil and Gas Areas and the Designated Water Bank Areas without Owner's prior written consent, which may be granted or withheld in Owner's sole discretion.

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APPENDIX B

TEHACHAPI UPLAND MULTIPLE SPECIES HABITAT CONSERVATION PLAN AND ENVIRONMENTAL IMPACT STATEMENT – LIST OF REFERENCES

Tehachapi Upland Multiple Species Habitat Conservation Plan
List of References

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8.2 PERSONAL COMMUNICATIONS

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APPENDIX C

TEJON MOUNTAIN VILLAGE SPECIFIC PLAN AND ENVIRONMENTAL IMPACT REPORT – LIST OF REFERENCES

Chapter 10
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1.0 Executive Summary

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APPENDIX D

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APPENDIX E
CENTENNIAL SPECIFIC PLAN AND ENVIRONMENTAL IMPACT REPORT – LIST OF REFERENCES

(TO BE ADDED UPON PUBLIC CIRCULATION OF DRAFT EIR BY LA COUNTY PLANNING DEPARTMENT)

APPENDIX F

PRIVATE LANDS WILDLIFE HABITAT ENHANCEMENT AND MANAGEMENT AREA – APPLICATION FOR 5-YEAR RENEWAL

TEJON RANCH COMPANY MANAGEMENT PLAN
PRIVATE LANDS WILDLIFE HABITAT ENHANCEMENT
AND
MANAGEMENT AREA
LICENSE PERIOD 2007—2011

I. INTRODUCTION

Tejon Ranch Company, whose address is P. O. Box 1000, Lebec, CA 93243, hereby applies to the California Department of Fish and Game for the renewal of its Private Lands Wildlife Habitat Enhancement and Management Area License. Tejon Ranch is one of the largest private ranching operations in California, with landholdings of approximately two hundred, seventy thousand (270,000) acres, located in Kern and Los Angeles counties.

As a corporation, Tejon's primary responsibility is to its stockholders and individual company functions, like the Game Management/Special Services Division must continually demonstrate the ability to make hunting programs self-supporting. Wildlife management programs must continue to show profits to the Corporation if they are to receive management priorities on a competitive basis with other functions, such as Tejon's real estate, livestock, commercial, agricultural, and oil and minerals.

The wildlife programs for many years have been limited to controlled hunting of native game. The value of these programs to Tejon stockholders has been steadily increasing due to upgrading of hunting operations, gradual increases in hunting permit fees, and continuing demand for hunting permits that exceed Ranch quotas.

II. GOAL

The goal of the Tejon Ranch is to develop a diversified wildlife management program and to maintain and manage the habitat for the benefit of the various game species in conjunction with farming, livestock, real estate, commercial, oil and minerals, and other Ranch Activities.

III. INVENTORY OF WILDLIFE AND WILDLIFE HABITAT

The following discussion of wildlife and wildlife habitat consists of excerpts from the report concerning the Tejon deer herd written by Ronald D. Thomas, of the California Department of Fish and Game, entitled "A management Plan for the Tejon Deer Herd" (1977 Draft). It should be noted that the range of the so-called Tejon deer herd includes certain other lands in addition to those owned by Tejon Ranch.

A. Vegetative Composition – Approximately sixty percent (60%) of the total range area is annual oak-grassland. Most of the range at lower and middle elevations, up to about four thousand five hundred feet (4,500'), is this annual type with only occasional brush patches on some slopes and in some drainages.

Mixed conifer-oak woodland with a shrubby understory is a widespread habitat type in drainages and on some slopes up to about five thousand feet (5,000'). Deer utilize browse plants here, especially gooseberry and acorns, which provide excellent forage in most years.

Scrub oak and mixed brush species occur between three thousand feet (3,000') and five thousand feet (5,000') on many slopes and ridges and in canyons, especially on steep areas with poor soils. Much of the Tehachapi Range is of this habitat type. Brush fields of whitethorn (Ceanothus cordulatus) occur on some of the highest ridge tops.

Some of the areas of the range have varied topography with extensive moderate slopes, and better soil quality. A mixture of open grassland, mixed conifer-oak groves, meadows, brush patches and riparian growth constitute excellent wildlife habitat in these areas.

An open chaparral belt covers substantial acreage in middle elevations. Portions of the range on desert slopes are of similar type.

1. Oak-Grassland – This habitat type is open grassland with scattered or grouped oaks, primarily blue oak and valley oak. The herbaceous ground cover is made up of grasses, buckwheat, alfilaria, miner's lettuce, lupine and other forbs. Because this type is so widespread, its importance to the herd is high. A large portion of the Ranch in the southwestern area is oak-grassland (especially Grapevine Peak to Pastoria Canyon and on ridges surrounding most north slope drainages). Moving east and north, this type is common on low and mid-elevation slopes and along ridges. Open grasslands are interspersed with other habitat types at higher elevations.

   Where this type is unbroken by other more varied plant associations, it supports a relatively even distribution of deer which depend on forbs, grasses and acorns produced annually. Deer numbers in this habitat type are directly dependent on annual rainfall and subsequent growth of forage. Successive years of favorable precipitation will result in good forage and high deer numbers. Fall rains, which bring the first green feed, are especially important to fawn survival here, since dried forbs and grasses in August, September and October are not high quality deer forage.

   Production of annuals and acorns suffers during poor rainfall years and deer are forced to use low quality forage. Fluctuations in deer numbers are a result of varying weather patterns. At times, the impacts of livestock grazing depress the quality of oak-grassland deer habitat. Concentrations of cattle soon deplete annual forage and shot term loss of forage results. Recovery occurs with adequate rainfall if soils are undamaged.

2. Conifer-Oak Woodland – This widespread type is most common in major drainages, but is also found high on slopes above drainage bottoms and on some ridges. It is characterized by a more varied plant community than that of oak-grassland. Trees found here include black oak, blue oak, live oak, incense cedar, yellow pine, white fir and sycamore, with buckeye on the slopes and willows on moist sites. The understory is made up of a variety of herbaceous and wood plants, several of which are beneficial to deer and other wildlife. Gooseberry, snowberry, poison oak, elderberry and miner's lettuce are especially important to deer. Grasses and forbs grow wherever sunlight penetrates.

   This habitat type is capable of supporting dense deer populations given favorable rainfall. Where this is interspersed by oak-grassland, phenomenal concentrations of deer and other wildlife can occur as a varied year round forage supply is created by the proximity of grasses, forbs, browse and acorns.

   Conifer-oak woodland exists as a sub-climax plant community in the Tejon deer range where use by deer and livestock serves to maintain the productive state. Unfortunately, balanced and evenly distributed use is not the rule. Favorable weather patterns stimulate deer production and survival to a point of imbalance with range carrying capacity. Cattle are turned out in large numbers and concentrate on the most favorable areas of range. Depletion of forage results in either case and soil damage can follow.

3. Brush Fields – Large acreages of climax brush field exist on the range of the Tejon deer herd – may steep canyons are covered with nearly impenetrable

growths of mixed brush. Some browse is provided by these mature plants, while grasses and forbs grow in openings and an excellent acorn crop is produced by scrub oak. Climax fields of whitethorn cover significant acreages at the highest elevations, especially in the Blue Ridge area, making excellent deer forage and cover. Edges and openings in these fields produce deer of excellent condition, as the variety of plants and the edge effects created combine to provide excellent habitat. Similarly, at their lower edge where these dense brush stands adjoin the conifer-oak woodland, limited acreages of excellent habitat also exists.

These mature brush fields in dense unbroken stands do not live up to their potential as deer habitat. The bulk of the areas of whitethorn are too dense and high to be penetrated even by deer. The mixed brush community at lower elevations forms a dense overstory generally too high for use by deer, and shades out any new growth which could provide higher quality forage.

Since such large areas of range are of this brush field type, the existence of these climax plant communities is an important factor in limited deer numbers. This is especially so during dry cycles when production of annual forage is low.

4. Mixed Habitat – This is actually a mixture of all of those previously described, with the addition of several excellent deer forage species that do not commonly occur in the other habitat. It is considered a separate type here because of its extreme importance to the deer herd. This complex mixture exists on varied topography which provides a variety of exposures and soil patterns. Wherever two habitat types adjoin, a beneficial mixture of plants generally occurs, however, in this mixed habitat the intermingling of plant communities form small areas of differing plant associations.

   The upper Cottonwood and El Paso drainage on Tejon exemplify this type. Compared to the range as a whole, the area is not large and the best habitat is an area of only a few thousand acres. Within these two areas are open grasslands, sage and rabbit brush flats bisected by groves of oak and conifers. Stands of conifers and oaks with an understory of gooseberry and snowberry cover steeper north facing slopes, while numerous meadows provide green feed and cover for fawning. Choke cherry, red berry, elderberry, buck brush, wild rose, and whitethorn grow in small accessible patches interspersed by open grassy areas and fern patches. Mountain mahogany and scrub oak thickets grow on nearby slopes, while stream courses support willows and other riparian species. This is excellent habitat for deer, bear, elk, mountain lion, gray squirrels, band-tail pigeons, quail and mammals.

5. Chaparral – Though not one of the major plant communities on the Tejon deer range, chaparral does cover significant acreages. It is in a climax state here containing a mature mixture of chamise, sage, rabbit brush, flannel brush, manzanita, blue oak, scrub oak, digger pine, and buck brush. This association is most common on southward or eastward tending slopes at low to mid-elevations.

   In their climax state, none of these plant communities are highly productive for deer. Annual forage consisting of acorns, grasses and forbs may be abundant during wet cycles, but browse is lacking and interface where chaparral meets other habitat types, which often supports varied wildlife populations. A monoculture of old growth wood plants is poor wildlife habitat.

   These areas of chaparral do supply browse for low to mid-elevation deer when annual forage is scarce. Its nonproductive climax state depresses its value for deer and other wildlife.

B. Wildlife

1. Deer – Buck deer hunting is presently managed on approximately twenty (20) separate hunting areas. Annual buck quotas of from six (6) to fifty (50) bucks are in effect on each of the designated hunt areas. Annual harvest quotas are set by Ranch personnel on the basis of their observations and impressions of deer numbers in each hunt area. Because of the Ranch's concern over possible over-harvest, quotas are purposely set on the conservative side. In most recent years, harvest quotas total about two hundred fifty (250) bucks and these quotas are not often reached by the end of the hunting season due to the substitution of wild pigs for buck deer. Each of the areas is leased for a fee on a year to year basis to hunting clubs. In addition, two hunting areas of excellent deer range are set aside each year for exclusive use of Ranch guests and general public hunters. Demand for buck hunting on Tejon consistently exceed the number of hunters accommodated, and this has resulted in waiting list being maintained by most of the lessee clubs. Access is tightly controlled by the Ranch to prevent unauthorized hunting and intensive patrol of Ranch lands is maintained throughout the hunting season.

2. Elk – A Rocky Mountain elk population exists on the Tejon Ranch. The population was established approximately forty-five (45) years ago. A special hunt was held in the fall of 1978 – ten fee permits were authorized for issuance to the public and one bull elk was taken. Since that time, hunts have been held yearly with almost all of the hunters harvesting mature bull elk. The herd continues to experience relatively high reproductive success and the demand for bull elk permits remains very high.

3. Pronghorn – During 1985 and 1987 approximately ninety (90) head of pronghorn were relocated from northern California to the Tejon Ranch. This herd is now well established and has demonstrated a moderate level of reproduction since the release. A harvest program has been established and the population has grown to the point that a harvestable surplus of bucks now exists.

4. Black Bear – While Tejon Ranch has always sustained an adequate population of bear, no hunting program had been initiated. In 1995 a program was started to harvest a limited number of the surplus animals. The population has been surveyed and found to be reproductive with a fairly high number of very large older male bears, as would be expected in an unharvested population.

5. Wild Pigs – Late in 1989 wild pigs were introduced to the Tejon from a neighboring ranch. These pigs have found suitable habitat and their numbers have grown rapidly, spreading throughout the property. Numbers in the areas adjacent to the initial introduction are at levels that will sustain an aggressive harvest program. All areas of the Ranch have a high level of pig activity and populations that will sustain an aggressive level of harvest. Overall, the pigs range over the entire Ranch and reproduction is very high – necessitating the need for a very aggressive harvest.

6. Upland Game – Upland game on the Ranch consists of the following:

   Gray squirrel
   Cottontail and jackrabbits
   Mourning doves
   Wild Turkey
   Valley Quail
   Mountain Quail
   Chukar

At Present, hunting area lessees have the right to hunt all of the upland game species, except Wild Turkey. Merriam turkeys were established in 1989, and a harvest program was instituted in the spring of 1991. Reproductive success has been moderate and a huntable surplus of gobblers now exists.

Approximately fifty (50) people, other than hunting area lessees and employees, participate in dove hunting for a fee on Tejon each year. There is a great demand for this type of hunting and the Ranch has an established clientele for future dove hunts.

Good populations of Valley quail and Mountain quail are on the Ranch. These species are harvested as part of the hunting area lease agreements. Two special lease agreements exist for upland game hunting only.

7. Furbearers – Tejon does not currently permit the trapping of furbearing predators, but does encourage the take of bobcats and coyotes by its regular hunters.

C. Fisheries – Tejon has various warm water fisheries in three (3) existing reservoirs and numerous smaller ponds. Presently large-mouthed bass, bluegill, crappie and catfish are represented.

IV. MANAGEMENT OBJECTIVES

Objectives which Tejon Ranch seeks to achieve, as feasible, during future years include the following:

A. Increase opportunities for hunting wildlife.

B. Increase varieties of huntable wildlife.

C. Increase income attributable to hunting permit fees.

D. Limit permit holders to individuals approved by Tejon.

E. Conduct buck and antlerless deer hunts.

F. Establish and maintain a buck / doe ratio of at least twenty-five (25) bucks per one hundred (100) does.

G. Establish and maintain a spring fawn / doe ratio of at least forty-five (45) fawns per one hundred (100) does.

H. Annually harvest between one hundred (100) and two hundred (200) bucks and between one hundred (100) and two hundred (200) antlerless deer.

I. Continue late season buck hunts when the buck / doe ration exceeds twenty-five (25) bucks per one hundred (100) does.

J. Continue to harvest mature Pronghorn bucks based on documented numbers observed.

K. Continue a program of harvesting mature Rocky Mountain bull elk based on documented numbers observed.

L. Continue a program that will harvest a limited number of mature male bear based on numbers documented from track surveys.

M. Aggressively harvest wild pigs in an effort to minimize the negative impacts that this growing population has on other wildlife and the habitat.

N. Harvest five hundred (500) to twelve hundred (1,200) quail per year under the state season, as well as conducting special seasons in selected areas from time to time.

O. Continue to harvest wild turkeys based on documented numbers observed.

P. Operate through a lessee a closed membership "put and take" upland game bird hunting facility for pheasant, chukar and bobwhite quail.

Q. Provide approximately one hundred fifty (150) to two hundred (200) man-days annually of waterfowl hunting at lake, ponds, and reservoirs.

R. Develop a warm and cold water fishery to provide approximately two thousand (2000) man-days annually of fishing.

In order to accomplish these objectives, all activities would be conducted in the manner outlined in the annual management report with the approval of the California Department of Fish and Game.

APPENDIX G

PRIVATE LANDS WILDLIFE HABITAT ENHANCEMENT AND MANAGEMENT AREA APPLICATION FOR ANNUAL RENEWAL

Department of Fish and Game
Application for Annual Renewal of a Private Lands Wildlife Habitat Enhancement and Management Area License
July 1, 2008 through June 30, 2009

Applicant's Name TEJON RANCH COMPANY Telephone No. (661-248-3000)
Mailing Address BOX 1000
Street Address 4436 LEBEC ROAD
County(ies) of Management Area KERN AND LOS ANGELES Size of Area (acres) 270,000

Renewal application must be accompanied by an annual report which must contain but is not limited to:

1. A summary of habitat enhancement and management activities completed during the preceding year, including an evaluation of habitat enhancement projects, wildlife population levels, and hunter use;
2. Number and species of wildlife harvested;
3. Recommended changes in the general management plan;
4. A description of proposed management actions during the new permit year, including proposed wildlife habitat enhancement and management activities and harvest levels.

_____ Manager, Game Management, Special Services
Signature of Applicant Title (owner, manager, etc.)

Date 03/01/08

Send renewal application and annual report by March 1 to the Department's Regional office nearest to the subject property. Accounts with the License and Revenue Branch must be cleared by March 1 in order to process renewal applications.

Note: The licensee shall return to the Department (Wildlife Management Division, 1418 Ninth St., Sacramento, CA 95814) all completed report card portions of deer tags or any other species tags on or before January 1.

Department of Fish and Game offices:

601 Locust Street, Redding, CA 96001
1701 Nimbus Road, Rancho Cordova, CA 95670
P.O. Box 47 Yountville, CA 94599
1234 East Shaw Avenue, Fresno, CA 93710
330 Golden Shore, Suite 60, Long Beach, CA 90802
License and Revenue Branch, 3211 S Street, Sacramento, CA 95816

ANNUAL MANAGEMENT REPORT

TEJON RANCH COMPANY

PRIVATE LANDS WILDLIFE HABITAT ENHANCEMENT

AND

MANAGEMENT AREA

I. Management Activity — 2007—2008

A. Habitat Improvement

1. Water Development - The Ranch has continued maintenance on approximately two hundred (200) water troughs and other water sources for the mutual benefit of livestock and wildlife. The management of Tejon Ranch continues to recognize the extreme importance of adequate and well-distributed water sources and continues to work on a daily basis to locate and develop new water sources, as well as maintain and improve existing ones. This is an ongoing and extremely important benefit to the Ranch's wildlife. During the past year forty new ponds were developed in areas that will be beneficial to wildlife and provide water that is more accessible than that contained in water troughs. The Ranch continued to maintain and monitor the use of the newly developed quail guzzlers on the desert side of the ranch. The area's water is now well established and quail populations are continuing to grow.

2. During the past several years, the growing wild pig population has definitely caused a significant amount of damage to the Ranch's wildlife habitat, mainly in riparian areas and undeveloped springs. Due to this damage, a shift has been made and all habitat improvement resources were focused on reducing wild pig populations and the resulting damage. To this end several new hunts have been added in an effort to reduce the size of the wild pig herd, which is now estimated at over 6000 head.

3. Reproduction and recruitment in our Pronghorn herd has been poor over the last several years and we have developed a program to try and improve this situation. We have developed a focused program of coyote removal in the areas used by the Pronghorn, as this seems to be the greatest threat to the survival of the young animals. Over the past two years we have successfully removed a large number of coyotes from the high use areas. We also think that high numbers of cattle may have been influencing survival numbers. To address this problem we are working on reducing these numbers during certain times of the year. We have also planted two food plots and fenced them to exclude cattle. These are plots that we can irrigate to give a source of green feed during the late spring when the does are lactating. We have not generally thought that food was a problem, however we have observed the antelope using these food plots.

B. Hunting Use

1. Elk –Six (6) bull elk tags were authorized for the 2007 season, and only four (4) tags were issued. Three bulls were harvested in 2007. The three bulls harvested were mature bulls ranging from 382—400 Boone and Crockett scores. The antler growth and development in 2007 was a little better than the previous year as is reflected in the higher scores. The harvest of elk was indicative of the overall quality of bulls available for harvest — at least thirty (30) bulls were seen that were of similar quality or better than those taken.

2. Approximately one hundred (100) bulls were observed during the fall of 2007, with approximately twenty-five percent being mature bulls. All age classes seemed to be well represented and at least twenty spike bulls were seen, which is a result of the higher level of reproduction and recruitment that has been observed during the last several years. Composition counts taken during the fall of 2007 are shown in the following table.

TEJON RANCH
ELK COMPOSITION COUNTS

Fall	Bulls/100 Cows	Calves/100 Cows	Number Classified
1995	53	47	68
1996	83	44	82
1997	85	45	143
1998	73	41	137
1999	71	48	162
2000	68	38	142
2001	74	40	164
2002	78	37	139
2003	68	42	156
2004	74	38	142
2005	72	39	163
2006	54	28	190
2007	58	31	173

3. Deer—The population of deer on the Ranch has continued to be low when compared with pre-1988 levels, and seems to be decreasing slightly when compared to recent years. A "Quality Deer Management" program was initiated in 2001 on selected parts of the Ranch and expanded in 2002 to include all parts of the Ranch, with the goal of reducing buck harvest for a few years to increase the age of harvested bucks and to harvest more does to more favorably balance the buck to doe ratio. With this in mind, we instructed buck hunters to harvest only older age bucks or, in lieu of that, an antlerless deer. In addition, for those who chose not to harvest a deer, they were permitted to take two pigs. We feel this helped in two ways — reducing the deer harvest and increasing the pig harvest while reducing habitat damage, both necessary to achieve our goals. The buck harvest remained relatively steady in 2007 with ninety-nine (99) bucks being harvested. This is up slightly from 2006 when eighty-six (86) bucks were harvested. Nineteen antlerless deer were harvested for a total of one hundred and eighteen deer harvested in 2007, which is a little higher than 2006. Buck deer hunters spent an average of 11.2 days in the field for each deer harvested for a total of nine hundred and eighty (980) hunter days. Of the bucks harvested, Sixty two percent (62%) were larger than forked horn bucks, which is higher than 2006, but would be expected in a Quality Deer Management program. Also, as a part of the QDM program, incentives were offered for the take of older age forked horn bucks, which increased the harvest of 2 x 2 bucks.

4. Of the antlerless harvest, nineteen (19) of twenty (20) junior hunters sponsored by the California Deer Association, Jerry Springer and the Tejon Ranch harvested antlerless deer. These hunters were guided by Tejon Ranch guides and were provided meals and lodging in one of the ranches hunting camps. The California Deer Association and Jerry Springer advertised, promoted and selected the participants in this hunt. The ranch, CDA, and Springer will sponsor this hunt again in 2008 and will make these hunts available to twenty (20) junior hunters.

BUCK HARVEST

YEAR	REG.	LATE	TOTAL
1997	100	53	153
1998	121	40	161
1999	91	70	161
2000	90	71	161
2001	69	50	119
2002	74	37	111
2003	59	36	95
2004	39	49	88
2005	41	47	88
2006	48	38	86
2007	65	34	99

ANTLERLESS HARVEST

EITHER SEX	ANTLERLESS	TOTAL	TOTAL HARVEST
1	29	30	183
2	33	35	198
			161
	30	30	191
8	37	45	164
13	37	50	161
16	34	50	145
15	26	41	129
12	32	44	132
1	20	21	107
--	19	19	118

TEJON RANCH
DEER HERD COMPOSITION COUNTS

	FAWNS/100 DOES			BUCKS/100 DOES		DEER CLASSIFIED		
	GROUND FALL	AIR	GROUND SPRING	GROUND FALL	AIR	GROUND FALL	AIR	GROUND SPRING
1994-95	50		32	40		171		119
1995-96	37		27	29		254		214
1996-97	21		16	60		174		277
1997-98	44		*	50		229		*
1998-99	38		30	56		173		172
1999-00	41		32	42		178		***
2000-01	48			32**		211		158
2001-02	12	27		24	37	151	159	
2002-03	17	34	16	27	24			128
2003-04	29			46		182		
2004-05	31		7	26		442		249
2005-06	59			28		457		
2006-07	22		24	24		250		159
2007-08	53			40		487		

*Due to extreme weather conditions, an adequate sample size was not attained.

* * Counts were done post season so bucks/ 100 does is slightly lower than counts done preseason.

***Composition counts for this period were done in conjunction with the Department of Fish and Game and were the initial counts using spotlights and GPS equipment. We have not yet received the results of this count.

4. Pronghorn - The Ranch was authorized to issue two (2) tags for the take of buck antelope in 2007. Two (2) tags were issued in 2007 and two (2) bucks were harvested. Several mature bucks and at least five (5) other 3-4 year old bucks were seen during the season. The reproduction levels were very high in 2006, due most likely to an increased harvest of coyotes in the general area over the last two years.

PRONGHORN
TEJON RANCH
COMPOSITION COUNTS

		BUCK 100 DOES	KIDS 100 DOES	NUMBER CLASSIFIED
FALL	1995	53	12	28
FALL	1996	33	22	41
FALL	1997	29	14	38
FALL	1998	48	24	36
FALL	1999	52	32	46
FALL	2000	45	22	37
FALL	2001	42	16	35
FALL	2002	45	12	38
FALL	2003	39	14	32
FALL	2004	38	12	34
FALL	2005	33	17	36
FALL	2006	21	89	40
FALL	2007	23	26	46

5. Turkeys - The number of turkeys on the Ranch continued to increase during 2007 due to another excellent spring hatch and good recruitment. Hunting conditions were very favorable during the spring months and an increased number of birds were harvested.

   Overall, forty-seven (47) tags were issued, and thirty-two (32) bearded birds were harvested for a sixty eight percent (68%) success rate. One hundred and forty (140) hunter days were spent in the field by the forty-seven (47) hunters for an average of 3.0 hunter days per bird harvested.

   The Ranch again provided the Department of Fish and Game with ten (10) tags for junior hunters to hunt turkeys. These tags were distributed to ten junior hunters through a statewide drawing administered by the Game Bird Heritage Program in Region 4. These ten (10) junior hunters harvested three (3) bearded birds, which are included in the totals above. These hunts are free to the participants and are guided by Tejon Ranch guides, with meals and lodging included for one night.

6. Bears – Three (3) bear tags were authorized during a season beginning on September 1, 2007, and extending through December 16, 2007. Three (3) bear tags were issued and three hunters harvested a bear. Several bears were pursued and many tracks were seen, indicating a large number of animals.

II. Proposed Management Activities - 2007-2008

The Ranch has consistently maintained all of its rangeland acres for the positive benefit of wildlife and continues to do so today. No part of the acreage, except for the commercial development in the Laval Road area, has yet been designated for other uses. Recent changes in the ownership of the Ranch's livestock are not expected to cause any significant changes in the range or livestock management. Approximately 265,000 of the total 270,000 acres are currently rangeland with no change anticipated in the near future. Management is reviewing all grazing on the ranch and is in the process of modifying its grazing practices to create a more favorable situation for wildlife. To accomplish this, the sheep grazing operation has been discontinued and the total number of allowable steers has been reduced. We will monitor the resulting habitat changes to determine whether further cattle reductions may be beneficial.

A. Habitat Improvement

1. Water Development - The Ranch currently has, and maintains for the mutual benefit of livestock and wildlife, at least two hundred (200) water troughs in water short areas. We will continue to review and make certain that these are useable by wildlife by providing cover where needed and installing escape ramps in water troughs where needed. We will continue to search for new water sources and develop them when feasible.

2. Wild Pig Harvest – The Ranch will continue to harvest the maximum number of wild pigs in order to reduce the damage to the habitat. The goal for 2008 will be to remove at least 1200 wild pigs from the Ranch.

3. Pronghorn Improvement Project – The Ranch will continue with the coyote control project that is now in the third year. We will also continue to monitor the cattle use in this area and irrigate and care for the new food plots.

B. Turkeys - The Ranch will continue to work with the Department of Fish and Game to develop a long-term plan for the management of its Merriam turkey flock. This will include assessment of the population of birds on the Tejon Ranch through roadside transect sampling, "gobbling" counts, and mark-recapture estimates. The goal of this work will be to understand the population dynamics of these birds

C. Proposed Harvest

1. Buck Deer - It is proposed that for 2008 the harvest quota be maintained at two hundred twenty-five (225), which is the same as previous years. Deer numbers should respond to improved feed conditions and there are adequate bucks to support this level of harvest. All buck deer hunting would be conducted from September 27 through December 7, 2008. Generally, the buck season will consist of a regular season, extending from September 27 through November 2, 2008, and an extended season from September 27 through December 7, 2008. The extended season would have a harvest quota of seventy-five (75) bucks. Since this is a resident non-migratory herd, late season hunts combined with the established quota will only enhance hunter opportunity to harvest older age bucks as safely as possible.

2. Antlerless Deer - Due to Tejon Ranch's commitment to end the bias created by harvesting bucks only, a request is again made to harvest a limited number of antlerless animals. The Ranch has established a Quality Deer Management (QDM) program in 2001. The approach would be the same as the initial year where the hunters will be encouraged to harvest older age bucks or antlerless deer. This would give a degree of protection for younger age class bucks. In order to accomplish this, it will be necessary to raise the quota on antlerless deer that may be harvested on an either sex deer tag. Based on the above, this year's request is for authorization to take no more than one hundred (100) antlerless deer (60) on either-sex tags and forty (40) on antlerless tags.

   We would like to extend the antlerless season after the close of the buck deer season or from September 27 through December 28, 2008. This would allow us to harvest antlerless deer at a time when it would not be competitive with buck hunts. It would also allow us to conduct our Junior antlerless hunts during the time that these young people are out of school and make scheduling easier. An attempt will be made to identify those areas of the Ranch that have large concentrations of does and relatively few bucks, targeting them for removal of antlerless animals.

3. Deer Tag Request

   a. Either Sex Deer Tags - 250 Tags
   170 tags for period September 27 to November 2, 2008 Harvest quota - 150 Deer with no more than 40 antlerless deer

   80 Tags for period September 27 to December 7, 2008 Harvest Quota - 75 deer with no more than 20 antlerless

   b. Antlerless Deer Tags - 40 tags Harvest quota - 40 antlerless deer

   These numbers achieve the overall quota of two hundred and sixty-five (265) deer of which no more than 60 will be antlerless harvested on either sex tags, and 40 antlerless deer harvested on antlerless tags.

4. Elk –
   a. Due to the buildup of older mature bulls, we are requesting authorization to harvest Seven (7) bull elk. The approach to harvesting elk has been very conservative and, while three bulls were taken in 2007, many large mature bulls were seen during and after the season. The proposed season would run from September 1 through December 31, 2008.

   b. Elk Tag Request - 7 Bull Tags

5. Pronghorn –
   a. Herd composition and actual buck counts continue to show a surplus of bucks beyond that needed for reproduction. Two (2) bucks were harvested in 2007, and several large bucks were seen, as well as many smaller bucks that will support this year's request for tags. It is requested that authorization be given for the take of two (2) bucks during a season lasting from September 1 through October 19, 2008.

   b. Pronghorn Tag Request -2 Buck Tags

6. Turkeys –
   a. The Ranch requests a season extending from March 16, 2009, until May 15, 2009, which is longer than the anticipated state season. The road system on Tejon is fragile during the spring months and access is relatively limited. Extending the season would allow us to harvest birds from areas that are more remote and difficult to access during the spring months. This should lessen the pressure on the more accessible turkeys and allow the hunters more days and safer conditions in the field, which is in keeping with our long-term goals. We request the issuance of sixty (60) tags for the take of bearded birds during the above season. The actual harvest quota will be Sixty (60) bearded birds. With an estimated population of more than one thousand birds, this harvest quota should be very conservative. If brood surveys and population estimates in early

2009 do not support this level of harvest, the quota will be reduced prior to the season. The Ranch will again donate ten (10) one-day guided turkey hunts to the state for distribution to public junior hunters. These hunts will be for one junior hunter (under 16 years of age) and will be guided by Tejon Ranch guides. These hunts will be for the spring 2009 season.

b. Turkey Tag Request - 60 Bearded Bird Tags

7. Bear –
   a. Through track surveys and observations over the last five years, a preliminary population estimate of forty (40) bear had been made, however, we now think the population has risen to about sixty (60). We would request that four (4) tags be issued for the take of bear with a season beginning on September 1, 2008 and extending until December 14, 2008. The extension during September would allow us to better integrate the bear hunt with other hunts scheduled during the fall. As with other limited take hunts on the Ranch, we would only harvest the larger, older, adult male bears that are available.

   b. Bear Tag Request - 4 Tags

D. Proposed Research and Monitoring
1. Deer
   a. Herd Composition - We will continue to conduct herd composition counts under the following guidelines:
      i. Two counts will be conducted early; postseason (December-early January) and spring (March or April).
      ii. Counts will be conducted from established routes, designed to standardize our counts, as well as measure increased use of burn areas.
      iii. We will continue to work with the Department to identify routes that can be established as night count routes utilizing GPS and range finding equipment to more accurately estimate the composition of the deer herd

   b. Harvest Data - Information will continue to be gathered from bucks and antlerless deer for determination of body condition, antler measurements, and spot-kill mapping.

2. Elk
   a. Herd Composition - Composition counts will be derived from information gathered and observations made during the year.

   b. Harvest Data- Information will be gathered from harvested animals for age determination, antler and body measurements, and spot-kill mapping.

3. Pronghorn
   a. Herd Composition - We will continue to maintain composition data showing pronghorn presence on, and adjacent to, Tejon Ranch lands.

   b. Monitoring - Monitoring of pronghorn will continue and an attempt will be

made to monitor at least every four months. Group number, location, group composition, habitat and fawning data will be gathered. Special attention will be paid to the presence of predators during the fawning season and the possible negative impact they are having.

4. Small Game
    a. Brood Survey - Surveys will be conducted during June and July to determine hatching success and brood survival for quail and chukar when possible.

    b. Harvest Survey - The Ranch will continue to develop a more comprehensive program to survey hunters and their harvest of quail, chukar, dove, band-tailed pigeon, rabbits, squirrels, waterfowl, etc., to estimate the total harvest of these species more accurately.

5. Turkeys
    a. We will work to develop reliable methods for accurately estimating the reproductive success and the total population of birds on the Ranch.

    b. We will develop a record keeping system to gather information on the harvested birds.

6. Bear
    a. We are working to develop a system of surveying tracks observed during the bear season to determine the reproductive efficiency and composition of the bear population.

    b. We will develop a record keeping system to keep information on composition of the population and the age and condition of the harvest.

APPENDIX H

PRIVATE LANDS WILDLIFE HABITAT ENHANCEMENT AND MANAGEMENT AREA APPROVAL OF 5-YEAR AND ANNUAL RENEWAL

COMMISSIONERS
Richard Rogers, President
Carpinteria
Cindy Gustafson, Vice President
Tahoe City
Jim Kellogg, Member
Concord
Michael Sutton, Member
Monterey
Daniel W. Richards, Member
Upland

ARNOLD SCHWARZENEGGER
Governor

JOHN CARLSON, JR.
EXECUTIVE DIRECTOR
1416 Ninth Street
Box 944209
Sacramento, CA 94244-2090
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fgc@fgc.ca.gov

STATE OF CALIFORNIA
Fish and Game Commission

July 7, 2008

COPY

Mr. Don Geivet
Tejon Ranch
P.O. Box 1000
Lebec, CA 93243

Dear Mr. Geivet:

The Commission, at its June 27, 2008, meeting in Upland, approved your ranch's Private Lands Habitat Enhancement and Wildlife Area License (2008-2013) and 2008-2009 Management Plan, subject to the following conditions:

Authorized Harvest: 225 buck deer, 100 antlerless deer, 7 bull elk, 2 buck antelope, 4 bear, and 60 bearded turkeys

1. Issue 250 either-sex deer tags including 170 tags for the period of September 27 through November 2, 2008 (Regular Season) and 80 tags for the period of September 27 through December 7, 2008 (Extended Season). Harvest quota shall be 150 deer during the Regular Season with no more than 40 antlerless deer and the remainder forked horn or better. Harvest quota shall be 75 deer during the Extended Season with no more than 20 antlerless deer and the remainder forked horn or better.
2. Issue 40 antlerless deer tags to take no more than 40 antlerless deer for the period of September 27 through December 18, 2008.
3. Issue 60 turkey tags for the period of March 16 through May 15, 2009, for the hunting of bearded birds. The actual harvest quota will be limited to 60 bearded birds.
4. Issue 7 bull elk tags for the period of September 1 through December 31, 2008.
5. Issue 2 buck antelope tags for the period of September 1 through October 19, 2008.
6. Issue 4 bear tags for the period of September 1 through December 14, 2008.
7. No person shall take more than 1 buck deer, 1 bull elk, 1 buck antelope, and 1 bear.

Habitat Improvement Program

- Continue to pursue chaparral management projects to improve the carrying capacity and the quality of forage for deer and other wildlife.
- Continue the maintenance of 200 existing water sources and develop new ones when feasible.
- 15 to 20 guzzlers are planned to improve desert habitat.
- Replace wood duck nest boxes due to a loss of original tree locations.
- Monitor the wild turkey population and establish a program, in cooperation with the Department of Fish and Game, to expand the range of turkeys using Merriam strain birds from the Tejon Ranch.
- Continue to donate 10 free one-day guided turkey hunts to the Department of Fish and Game's Game Bird Heritage Program.
- Provide 20 junior antlerless deer hunts sponsored by the California Deer Association and Mr. Jerry Springer.
- Designate the entire ranch as a quality deer management zone through encouraging the harvesting of older bucks and antlerless deer.
- Intensify the harvest of wild pigs to reduce their damage to the riparian areas and undeveloped springs.

If you have any questions concerning this matter, please contact me.

Sincerely,

John R. Fischer for

John Carlson, Jr.
Executive Director

cc: Eric Loft, Chief, Wildlife Programs Branch
Irene Lara, License and Revenue Branch
William Loudermilk, Manager, Central Region

APPENDIX C

Implementing Agreement

DRAFT, JANUARY 2012

IMPLEMENTING AGREEMENT

by and between

TEJON RANCHCORP

and the

U.S. FISH AND WILDLIFE SERVICE

concerning the

“Tehachapi Upland Multiple Species Habitat Conservation Plan"

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1.0 PARTIES

The Parties to this Implementing Agreement (Agreement) are the Tejon Ranchcorp (TRC or Permittee) and the United States Fish and Wildlife Service (USFWS).

2.0 RECITALS AND PURPOSE

2.1 Recitals.

(a) Tejon Ranch provides habitat for the Covered Species, as defined in Section 3.

(b) Tejon Ranch is currently used for a variety of purposes including, but not limited to agriculture; livestock production; residential, utility, and commercial projects; and hunting, equestrian and other recreational activities. TRC is desirous of undertaking additional development on portions of the Tejon Ranch over the 50 year term described in Section 2 of the TU MSHCP in a manner that is designed to avoid adverse impacts to the Covered Species. Additionally, TRC wishes to undertake or assist in actions that would be beneficial to and contribute to the conservation of the Covered Species and ensure that the Tejon Ranch remains hospitable to those species' presence.

(d) TRC, with technical assistance from the USFWS, has developed a series of measures, described in the TU MSHCP, to minimize and mitigate to the maximum extent practicable the effects on the Covered Species and their associated habitat incidental to the activities on the Tejon Ranch that are subject to the Permit and this Agreement and to provide long-term preservation of habitat and undertake other activities to benefit, and assist the recovery of, the Covered Species.

2.2 Purpose. The purpose of this Agreement is:

(a) To clarify the provisions of the TU MSHCP and the processes the Parties intend to

follow to ensure successful implementation of the TU MSHCP in accordance with the Permit and applicable law.

3.0 DEFINITIONS

The following terms as used in this Agreement shall have the meanings set forth below:

3.1 The term **"Additional Lands,"** also called "Not-A-Part Lands" in the TU MSHCP, means any inholdings up to 3,870 acres within the boundaries of the Covered Lands.

3.2 The term **"California condor"** means *Gymnogyps californicus.*

3.3 The term **"California Condor Non-Lethal Incidental Take"** means when a Covered Activity results in physical injury to a California condor requiring medical intervention or adversely affects one or more essential behavioral patterns of the California condor to the point that USFWS, in consultation with Permittee, determines the animal should be temporarily or permanently removed from the wild.

3.4 The term **"Certificate of Inclusion"** means a document executed by Permittee and a third party that extends the incidental take authorization granted to Permittee to such third party for the purpose of carrying out a Covered Activity on Covered Lands. Execution of the Certificate of Inclusion by the third party places such third party under the legal control of Permittee for purposes of enforcing and implementing relevant portions of the TU MSHCP, this Agreement, and the Permit. A Certificate of Inclusion template is attached as Exhibit A.

3.5 The term **"Changed Circumstances"** as defined at 50 C.F.R. Section 17.3 means changes in circumstances affecting a species or geographic area covered by the TU MSHCP that can reasonably be anticipated by the Parties and that can be planned for in the TU MSHCP (e.g., the listing of new species, or a fire or other natural catastrophic event in areas

prone to such events). Changed Circumstances and the planned responses to those circumstances are described in Section 8.1 of the TU MSHCP. Changed Circumstances and the planned responses to them are part of the TU MSHCP's Operating Conservation Program (see definition below).

3.6 The term **"Condor Study Area"** means the 37,099 acres of lands within the TU MSHCP Mitigation Lands depicted on Figure 1-3 of the TU MSHCP on which special restrictions apply to benefit the California condor.

3.7 The term **"Covered Activities"** means certain activities carried out by Permittee, its Third Party Lessees or the holder of a Certificate of Inclusion on the Covered Lands that may result in incidental take of Covered Species that is authorized under the Permit. Covered Activities include plan-wide and development-related activities which are described in detail in Section 2.2 of the TU MSHCP. Covered Activities exclude hunting and mineral extraction and processing.

3.8 The term **"Covered Lands"** means the certain lands of Tejon Ranch described in Section 1.3 of the TU MSHCP and depicted in Figure 1-4 of the TU MSHCP. During the Permit term, the Permit's authorization of take of Covered Species incident to Covered Activities and the TU MSHCP's Operating Conservation Program apply or may apply to those Covered Lands that are owned by Permittee as of the Effective Date. Additional Lands may be added to the Permit as Covered Lands only in accordance with Section 15.0 of this Agreement.

3.9 The term **"Covered Species"** means the 27 species listed in Table 1-1 of the TU MSHCP: (1) California condor (*Gymnogyps californicus*), (2) Tehachapi slender salamander (*Batrachoseps stebbinsi*), (3) western spadefoot (*Spea hammondii*), (4) yellow-blotched salamander (*Ensatina eschscholtzii croceater*), (5) American peregrine falcon (*Falco*

peregrines anatum), (6) bald eagle (*Haliaeetus leucocephalus*), (7) burrowing owl (*Athene cunicularia*), (8) golden eagle (*Aquila chrysaetos*), (9) least Bell's vireo (*Vireo bellii pusillus*), (10) little willow flycatcher (*Empidonax traillii brewsteri*), (11) purple martin (*Progne subis*), (12) southwestern willow flycatcher (*Empidonax traillii extimus*), (13) tricolored blackbird (*Agelaius tricolor*), (14) Western yellow-billed cuckoo (*Coccyzus americanus occidentalis*),(15) white-tailed kite (*Elanus leucurus*), (16) yellow warbler (*Dendroica petechia brewsteri*), (17) Valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*), (18) ringtail (*Bassariscus astutus*), (19) Tehachapi pocket mouse (*Perognathus alticolus inexpectatus*), (20) coast horned lizard (frontale and blainvilli populations) (*Phrynosoma coronatum*), (21) two-striped garter snake (*Thamnophis hammondii*), (22) Fort Tejon woolly sunflower (*Eriophyllum lanatum var. hallii*), (23) Kusche's sandwort (*Arenaria macradenia var. kuschei*), (24) round-leaved filaree (*Erodium macrophyllum*), (25) striped adobe lily (*Fritillaria striata*), (26) Tehachapi buckwheat (*Eriogonum callistum*), and (27) Tejon poppy (*Eschscholzia lemmonii ssp. Kernensis*).

3.10 The term **"Development Areas"** means the areas identified in Table 2-1 of the TU MSHCP for development, including the TMV Planning Area, Lebec/Existing Headquarters Area, and 16 acres for operations and expansion of the TCWD facilities on the Department of Water Resources parcel.

3.11 The term **"Effective Date"** means the date following execution of this Agreement by the Parties, on which this Agreement takes effect which is the later of the date on which the Permit is issued and the date on which *Tejon Ranch Co. v. United States Fish and Wildlife Service*, No. CIV-F-97-6261 REC SMS (E.D.Cal.) is dismissed with prejudice.

3.12 The term **"ESA"** means the Endangered Species Act of 1973 (16 U.S.C. Sections 1531 *et seq*.), as amended.

3.13 The term **"Established Open Space"** means the 155,000 acres of land within the entire Tejon Ranch that are permanently protected for conservation purposes pursuant to the Tejon Ranch Conservation and Land Use Agreement (excluding the Existing Conservation Easement Areas and TMV Planning Area Open Space Lands). Within the Covered Lands, Established Open Space comprises 93,522 acres of land, including the 37,099 acre Condor Study Area, and is part of the TU MSHCP Mitigation Lands.

3.14 The term **"Existing Conservation Easement Areas"** means the 62,000 acres of land within the entire Tejon Ranch that have been permanently protected for conservation purposes as of March 2011, pursuant to the Tejon Ranch Conservation and Land Use Agreement. Within the Existing Conservation Easement Areas, 12,795 acres are in Covered Lands as depicted on Figure 1-3 of the TU MSHCP.

3.15 The term **"incidental take"** means the "take" under Federal law of a covered wildlife species that results from, but is not the purpose of, carrying out an otherwise lawful activity. The term is not intended, and shall not be construed, to include any take under applicable California law.

3.16 The term **"Initial Mitigation Lands"** means the Initial TMV Planning Area Open Space Lands and the Condor Study Area.

3.17 The term **"Initial TMV Planning Area Open Space Lands"** means those approximately 10,772 acres of lands within the TMV Planning Area Open Space Lands that are part of the Initial Mitigation Lands required to be permanently preserved for the benefit of the Covered Species in accordance with, and subject to the terms and conditions of the TU MSHCP, this Agreement and the Permit. The Initial TMV Planning Area Open Space Lands are depicted on Figure 1-3 of the TU MSHCP.

3.18 The term **"Lease"** means any existing or future lease, license, joint venture,

agreement, purchase and sale, or other contract entered into between Permittee and a third party, or any fee, easement or real property interest on Covered Lands on Tejon Ranch held by a third party, under which the third party has the right to engage in an activity identified as a Covered Activity in the TU MSHCP.

3.19 The term **"Operating Conservation Program"** means the totality of take avoidance, minimization, and mitigation measures, responses to changed circumstances, monitoring and reporting measures, conservation measures, and other implementation measures, provided for under the TU MSHCP.

3.20 The terms **"Parties" and "Party"** means TRC and USFWS, parties to this Agreement.

3.21 The term **"Permit"** means the incidental take permit issued by the USFWS pursuant to Section 10(a)(1)(B) of the ESA.

3.22 The term **"Permittee"** means TRC.

3.23 The term **"Ranchwide Management Plan"** means the plan governing the management of the portion of conserved lands on Tejon Ranch managed by the Tejon Ranch Conservancy which includes prescribed management standards to assure that existing natural resource and conservation values of the Tejon Ranch are protected while existing ranch uses remain ongoing per the terms of the Tejon Ranch Conservation and Land Use Agreement.

3.24 The term **"Remaining Mitigation Lands"** means the 56,423 acres of Established Open Space remaining after recordation of a conservation easement over the 37,099-acre Condor Study Area and the 12,229 acres of Initial TMV Planning Area Open Space Lands remaining after recordation of a conservation easement over the Initial TMV Planning Area Open Space Lands.

3.25 The term **"take"** as defined in Section 3 of the ESA means to harass, harm, pursue,

hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. Under 50 C.F.R. Section 17.3, "Harm" in the definition of "take" in the ESA means an act that actually kills or injures wildlife. Such act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering. Under 50 C.F.R. Section 17.3, "Harass" in the definition of "take" in the ESA means an intentional or negligent act or omission which creates the likelihood of injury to wildlife by annoying it to such an extent as to significantly disrupt normal behavioral patterns which include, but are not limited to, breeding, feeding, or sheltering.

3.26 The term **"TCWD"** means the Tejon Castac Water District, which is the entity providing water and wastewater infrastructure in the Covered Lands, including infrastructure within the Development Areas, which will serve the TMV Project and other development identified as a Covered Activity, as further described in Section 2 of the TU MSHCP. TCWD's infrastructure on the Department of Water Resources parcel is separate from the TMV Project.

3.27 The term **"Tejon Ranch"** means the lands owned by TRC as of the Effective Date, which consist of approximately 270,365 acres of land in Los Angeles and Kern Counties, California as depicted in Figure 1-1 of the TU MSHCP.

3.28 The term **"Tejon Ranch Conservancy"** means the non-profit entity created to preserve in perpetuity, enhance and restore the native biodiversity and ecosystem values of the Tejon Ranch and the Tehachapi Range for the benefit of California's future generations on the areas of the Tejon Ranch to be conserved through the Tejon Ranch Conservation and Land Use Agreement.

3.29 The term **"Tejon Ranch Conservation and Land Use Agreement"**, also referred

to as the "Ranchwide Agreement" in the TU MSHCP, means the agreement attached as Appendix A entered into between TRC, as owner of the Tejon Ranch, and the Sierra Club, the National Audubon Society, the Natural Resources Defense Council, the Endangered Habitats League, and the Planning and Conservation League, which, inter alia, provides for the permanent preservation of up to 90% of Tejon Ranch.

3.30 The term **"Tejon Staff Biologist"** means the biologist, as defined in the "Definitions" section of the TU MSHCP to be retained by Permittee to perform the functions (and/or report on the activities) assigned to the biologist in Sections 4, 7 and 8 of the TU MSHCP.

3.31 The term **"Third Party Lessee"** means any person other than Permittee or the holder of a Certificate of Inclusion 1) who holds a Lease under which the Third Party Lessee has the right to engage in an activity identified as a Covered Activity in the TU MSHCP and 2) against whom Permittee has authority and has committed to enforce applicable terms of the TU MSHCP, this Agreement, and the Permit. While Permittee commits to enforce applicable provisions of the TU MSHCP, this Agreement, and the Permit against Third Party Lessees, such Third Party Lessees are not insulated under the Permit from liability for incidental take of Covered Species.

3.32 The term **"Third Person"** means any person other than Permittee, the holder of a Certificate of Inclusion, or a Third Party Lessee, over which Permittee has committed to enforce applicable terms of the TU MSHCP, this Agreement, and the Permit. While Permittee commits to enforce applicable provisions of the TU MSHCP, this Agreement, and the Permit against Third Persons, such Third Persons are not insulated under the Permit from liability for incidental take of Covered Species.

3.33 The term **"TMV"** means Tejon Mountain Village LLC, its subsidiaries and affiliates, and their employees.

3.34 The term **"TMV Planning Area"** means that area considered for commercial and residential development as depicted on Figure 2-1 of the TU MSHCP.

3.35 The term **"TMV Planning Area Open Space Lands"** means the 23,001 acres in the TMV Planning Area that is part of the TU MSHCP Mitigation Lands as depicted in Figure 1-3 of the TU MSHCP.

3.36 The term **"TMV Project"** means the low-density development project proposed for the TMV Planning Area, including 3,450 residences, 160,000 square feet of commercial development, 750 hotel rooms, and other recreational and support uses including 350,000 square feet of support uses.

3.37 The term **"TRC"** means Tejon Ranchcorp, its subsidiaries and affiliates, and their employees that conduct Covered Activities under the direct control (for purposes of enforcing the requirements and restrictions of the TU MSHCP, this Agreement, and the Permit) of Tejon Ranchcorp.

3.38 The term **"TU MSHCP"** means the "Tehachapi Upland Multiple Species Habitat Conservation Plan" prepared by Permittee with the technical assistance of USFWS.

3.39 The term **"TU MSHCP Mitigation Lands"** means (1) the 93,522 acres of Established Open Space within the Covered Lands, including the Condor Study Area, and (2) the 23,001 acres of TMV Planning Area Open Space Lands, both of which are required to be permanently preserved for the benefit of the Covered Species in accordance with, and subject to the terms and conditions of the TU MSHCP, this Agreement and the Permit. The TU MSHCP Mitigation Lands are depicted on Figure 1-4 of the TU MSHCP.

3.40 The term **"Unforeseen Circumstances"** as defined in the "No Surprises" rule at 50 C.F.R. Section 17.3 means changes in circumstances affecting a species or geographic area covered by the TU MSHCP that could not reasonably have been anticipated by

Permittee and USFWS at the time of the TU MSHCP's negotiation and development, and that result in a substantial and adverse change in the status of a Covered Species.

3.41 The term **"USFWS"** means the United States Fish and Wildlife Service.

4.0 INCORPORATION OF TU MSHCP

The TU MSHCP and each of its provisions are intended to be, and by this reference are, incorporated herein. In the event of any direct contradiction between the terms of this Agreement and the TU MSHCP, the terms of this Agreement shall control. In all other cases, the terms of this Agreement and the terms of the TU MSHCP shall be interpreted to be supplementary to each other.

5.0 OBLIGATIONS OF THE PARTIES

5.1 Obligations of Permittee. The Permittee will fully perform all obligations assigned to it under the Operating Conservation Program, this Agreement and the Permit.

5.1.1 Mitigation Obligations. The Permittee shall:

(a) **Lead Ammunition Ban.** Although hunting is not a Covered Activity, on February 23, 2007, TRC voluntarily committed to establish and enforce a ban in perpetuity on all use of lead ammunition on Covered Lands and elsewhere throughout the entirety of the Tejon Ranch effective January 1, 2008. Subsequently, the state also enacted the Tree-Ridley Condor Conservation Act, which banned the use of lead ammunition for hunting within the range of the California condor. Because lead poisoning has been documented as the principal cause of California condor mortality, the decision to ban the use of lead ammunition throughout Tejon Ranch is a significant conservation measure that will substantially reduce any potential for take of California condors on Tejon Ranch. TRC has committed under the TU MSHCP to continue the Ranch-wide ban on use of lead ammunition in perpetuity, irrespective of

any take, and irrespective of whether the Ridley-Tree Condor Conservation Act is repealed, to further minimize the potential for take during and following the term of the Permit.

(b) **Recordation and Enforcement of CC&Rs.** Prior to the first sale of a residential unit, custom lot, or commercial lot in the TMV Project, Permittee shall cause to be recorded, and during the Permit term, shall enforce the CC&Rs required in Section 4 and Section 7 of the TU MSHCP. After the Permit term, or if the Permit terminates early, Permittee shall cause to be enforced in perpetuity, irrespective of any take, the CC&Rs required in Section 4 and Section 7 of the TU MSHCP.

(c) **Hiring of a Tejon Staff Biologist.** Per the requirements of Section 4.4.3.5 of the TU MSHCP, prior to TMV Project groundbreaking activities in the Covered Lands, and for the duration of the Permit term, TRC will retain the service of a full-time biologist, the Tejon Staff Biologist, to perform the functions described in Sections 4, 7 and 8 of the TU MSHCP. The hiring will occur no later than 30 days prior to initiation of the start of construction (i.e., prior to surface disturbing activities) of the TMV Project. Also, promptly after issuance of the Permit, TRC will contract with a qualified third party, whose qualifications are approved by the USFWS, to perform the biologist's functions identified at Section 4.4.3.5 of the TU MSHCP until the Tejon Staff Biologist is retained. The qualifications of the Tejon Staff Biologist will be reviewed and approved by the USFWS and will either have expertise or contract with a biologist to be approved by the USFWS that has expertise with raptor (preferably California condor) life history and conservation.

(d) **Management of TU MSHCP Mitigation Lands.**

(1) As of the Effective Date, all TU MSHCP Mitigation Lands shall be protected and

managed in accordance with provisions of the TU MSHCP, this Agreement and the Permit and in accordance with the Tejon Ranch Conservation and Land Use Agreement. In the event of a conflict between the provisions of the Permit and the Tejon Ranch Conservation and Land Use Agreement, the provisions of the Permit shall control.

(2) Within 6 months of the Effective Date, Permittee shall submit the grazing management plan, the public access plan, and the fuel modification plan to USFWS for review and approval, and shall submit an integrated pest management plan for review and comment, in accordance with Section 5.2.4(a) of this Agreement and as required in Section 7.2.1 of the TU MSHCP to ensure that activities within the Covered Lands comply with the ESA and the Permit, including applicable take avoidance, minimization and mitigation measures and other conservation measures for Covered Species identified in the TU MSHCP and the terms of any conservation easement required under the Permit that has been recorded over the lands. During the Permit term, Permittee shall also submit to USFWS any proposed revisions to the grazing management plan, public access plan, and fuel modification plan for review and approval and any proposed revisions to the integrated pest management plan for review and comment, in accordance with Section 5.2.4(a).

(3) Permittee shall ensure that the portions of the Ranchwide Management Plan applicable to the Covered Lands, and any revisions to such plan proposed during the Permit term, are submitted to USFWS for review and approval in accordance with Section 5.2.4(b) prior to its adoption under the Tejon Ranch Conservation and Land Use Agreement and shall further ensure that the portions of the Ranchwide Management Plan applicable to the Covered Lands submitted to USFWS under this

paragraph, and any revisions thereto, are not inconsistent with the plans submitted to USFWS under Section 5.1.1(d)(2).

(4) The sole purpose of the USFWS review of the plans during the Permit term will be to ensure compliance with the ESA, and to ensure that the portions of the plans applicable to the Covered Lands are consistent with the requirements of the ESA and the Permit, including applicable take avoidance, minimization and mitigation measures and other conservation measures for Covered Species identified in the TU MSHCP and the terms of any conservation easement required under the Permit that has been recorded over the lands. During the Permit term, in the event of a conflict identified by USFWS between the requirements of the ESA, the TU MSHCP, or a recorded conservation easement required under the Permit and the provisions of a proposed plan for the Covered Lands that is not in dispute, the plan shall be modified to meet the undisputed requirements as identified by USFWS. In the event of a disagreement between the Parties over the contents of the plan, the process in Section 5.2.4(b) applies.

(5) Following the end of the Permit term, Permittee shall continue to submit each plan identified in this subsection (d) that covers TU MSHCP Mitigation Lands to USFWS for review and comment, and with regard to the public access plan, for review and approval, as such plans are proposed for revision under the terms of the Tejon Ranch Conservation and Land Use Agreement until or unless USFWS determines that agency review of the plans is no longer warranted. The purpose of such review shall be solely to ensure compliance with the ESA and to ensure that the portions of such proposed revised plans applicable to the TU MSHCP Mitigation Lands are consistent with the terms of the conservation easements covering the TU

MSHCP Mitigation Lands.

(e) **Conservation of TU MSHCP Mitigation Lands.**

(1) As of the Effective Date, all TU MSHCP Mitigation Lands shall be protected and managed in accordance with provisions of the TU MSHCP, this Agreement and the Permit and in accordance with the Tejon Ranch Conservation and Land Use Agreement. In the event of a conflict between the provisions of the TU MSHCP and the Tejon Ranch Conservation and Land Use Agreement, the provisions of the TU MSHCP shall control.

(2) Prior to initiation of construction of the TMV Project, Permittee shall record one or more perpetual conservation easements in favor of the Tejon Ranch Conservancy, or another qualified conservation organization approved by USFWS, over the Initial Mitigation Lands. The form of conservation easement shall be approved by USFWS, its terms shall be consistent with the TU MSHCP, this Agreement and the Permit, and shall name USFWS as a third party beneficiary with access rights and the right to enforce the terms of the conservation easement. The conservation easement shall further include management and reporting requirements, including the requirement to continue to submit to USFWS any proposed revisions to the applicable management plans identified in Section 5.1.1(d) of this Agreement for USFWS review and approval, and with regard to the integrated pest management plan, for review and comment, during the Permit term and, with the exception of the public access plan, to USFWS for review and comment following the end of the Permit term. The conservation easement shall require submission of any proposed revisions to the public access plan to USFWS for review and approval in perpetuity notwithstanding the end of the Permit term. The draft conservation easements shall be submitted by

Permittee within 60 days of the Effective Date. The draft conservation easement covering the Condor Study Area portion of the Initial Mitigation Lands as well as a form conservation easement used by the California Department of Fish and Game are attached to this Agreement as Exhibit B and provide general guidance as to the form of easement required. The Parties shall undertake best efforts to negotiate the terms of conservation easements covering the remaining Mitigation Lands in Established Open Space within one year, which may be extended upon mutual written agreement. The Parties further agree to coordinate with the California Department of Fish and Game and Kern County, as needed. The obligation to record a conservation easement over the TMV Planning Area Open Space portion of the Initial Mitigation Lands will be extended for up to five years provided that a Memorandum of Permit and irrevocable offer to convey a conservation easement or other appropriately restricted conveyance satisfactory to USFWS is recorded prior to TMV Project groundbreaking activities.

(3) Permittee shall record conservation easements in favor of the Tejon Ranch Conservancy, or another qualified conservation organization approved by USFWS, covering the 56,423 acres of Established Open Space within the Remaining Mitigation Lands in accordance with the schedule for execution and recordation of conservation easements contained in the Tejon Ranch Conservation and Land Use Agreement, but in no event shall the recording of easements be extended beyond the Permit term. The form of conservation easement shall be approved by USFWS, its terms shall be consistent with the TU MSHCP, this Agreement and the Permit, and shall name USFWS as a third party beneficiary with access rights and the right to enforce the terms of the conservation easement. The conservation easement shall

further include management and reporting requirements, including the requirement to continue to submit to USFWS for review and approval, and with regard to the integrated pest management plan, for review and comment, during the Permit term and, with the exception of the public access plan, to submit to USFWS for review and comment following the end of the Permit term any revisions to the management plan. The conservation easement shall require submission of any proposed revisions to the public access plan to USFWS for review and approval in perpetuity notwithstanding the end of the Permit term.

(4) The 12,229 acres of TMV Planning Area Open Space Lands within the Remaining Mitigation Lands shall be preserved in perpetuity as open space through an easement or other appropriately restricted conveyance approved by the USFWS as the TMV Planning Area is developed and tentative maps are approved, but in no event shall the recording of easements or other appropriately restricted conveyance covering the TMV Planning Area Open Space Lands extend beyond the Permit term. The form of open space easement or other appropriately restricted conveyance shall be approved by USFWS, its terms shall be consistent with the TU MSHCP, this Agreement and the Permit and shall include management and reporting requirements and shall name the USFWS as a third party beneficiary with access rights and the right to enforce the terms of the conveyance. The exact boundaries of the remaining 12,229 acres of TMV Planning Area Open Space Lands within the Remaining Mitigation Lands will be determined as the TMV Planning Area is developed.

(f) **Management of Existing Conservation Easement Areas.** The 12,795 acres of Existing Conservation Easement Areas are not TU MSHCP Mitigation Lands but are Covered Lands. The Existing Conservation Easement Areas are subject to permanent

protection through conservation easements recorded in favor of the Tejon Ranch Conservancy as grantee in accordance with the terms of the Tejon Ranch Conservation and Land Use Agreement. These areas may be improved and/or enhanced as mitigation for other TRC needs. As of the Effective Date, the Existing Conservation Easement Areas will be managed in accordance with the provisions of the TU MSHCP and the applicable conservation easements.

(g) **Other California Condor-Specific Measures.** Permittee shall implement and fund the California Condor Non-Lethal Incidental Take Measures described in Section 4.4.2 of the TU MSHCP as follows: If USFWS, in consultation with Permittee, determines that a California condor requires temporary or permanent removal of the bird from the wild due to either 1) a Covered Activity under the TU MSHCP or 2) non-compliance with a term of the TU MSHCP, this Agreement, or the Permit, by Permittee, a Third Party Lessee, or a Certificate of Inclusion holder, then Permittee shall fully fund the costs of capture, care, including medical care, and, if necessary, translocation of the bird. Permittee shall also fund the costs of medical care for any California condor otherwise injured as the result of a Covered Activity or non-compliance with a term of the TU MSHCP, this Agreement or the Permit by Permittee, a Third Party Lessee or a Certificate of Inclusion holder. Permittee shall separately fund such costs, in accordance with this section and Sections 7.1.1 and 8.0. Except where USFWS determines, following consultation with Permittee, that release of a captured condor is not viable (due to long term or permanent physical impairment, inability to reverse habituated behaviors, or similar causes) USFWS shall undertake reasonable efforts to release the individual in a timely manner following completion of any necessary treatment. In the event of a disagreement

among the Parties under this section, the Parties may utilize the informal dispute resolution process provided in Section 12.3.1.

(h) **Other Covered Species Measures.** In addition to the specific measures identified in this section, Permittee shall undertake all remaining obligations assigned to it under the TU MSHCP.

(i) **Changed Circumstances.** Permittee shall undertake all measures provided in Section 8 of the TU MSHCP to respond to Changed Circumstances.

5.1.2 Interim Obligations upon a Finding of Unforeseen Circumstances. If the USFWS makes a finding of Unforeseen Circumstances, during the period necessary to determine the nature and location of additional or modified mitigation, Permittee will avoid contributing to appreciably reducing the likelihood of the survival and recovery of the affected Covered Species.

5.1.3 Incorporation of the TU MSHCP, this Agreement, and Permit Obligations in Future and Existing Leases by Permittee. Except where, and to the extent that, the Permit has been transferred pursuant to Section 5.1.5 and applicable law and regulations, the incidental take authorization conferred by the Permit covers solely Permittee and each holder of a Certificate of Inclusion. However, Permittee commits to require in all future Leases, to the extent allowed by law and applicable contracts, that Third Party Lessees holding and/or acting under such future Leases shall abide by all applicable terms of the TU MSHCP, this Agreement, and the Permit when such Third Party Lessee(s) are engaging in Covered Activities on the Covered Lands, irrespective of whether Permittee issues Certificates of Inclusion to such Third Party Lessees. Permittee further commits to enforce the terms of such future Leases against such Third Party Lessees holding or acting under such future leases. Permittee also agrees to enforce against all Third Party Lessees holding or acting under

existing Leases all applicable terms of the TU MSHCP, this Agreement, and the Permit where Permittee has retained under such existing Leases authority sufficient to implement the TU MSHCP, this Agreement, and the Permit.

5.1.4 Incorporation of the TU MSHCP, this Agreement, and Permit Obligations in Certificates of Inclusion by Permittee

Permittee commits to reserve in all Certificates of Inclusion, the legal authority to require the holder of the Certificate of Inclusion to abide by all applicable terms of the TU MSHCP, this Agreement, and the Permit, and Permittee further commits to enforce such terms against each holder of a Certificate of Inclusion. The Parties anticipate that Permittee will issue Certificates of Inclusion to TMV, TCWD, the Tejon Ranch Conservancy, and potentially other entities that may purchase all or portions of the Development Areas.

5.1.5 Transfer Obligations. On one or more occasions after issuance of the Permit, Permittee may propose to transfer to another party the ownership of, or responsibility for a Covered Activity on, a portion of the Covered Lands, and the incidental take authority under the Permit applicable to that land or activity. That party could be a public entity, a non-governmental organization, or a commercial enterprise. An application by Permittee for partial transfer of the Permit authorization will be reviewed and approved or denied by the USFWS in accordance with the requirements of 50 C.F.R. Section 13.25(b) and all other applicable law and regulations. Any such approved partial transfer of the Permit authorization shall not allow or authorize any incidental take collectively by Permittee and the transferee beyond the incidental take set forth in the TU MSHCP and authorized in the Permit.

5.1.6 Duty to Enforce. Permittee agrees to take all necessary action to enforce all applicable terms of the TU MSHCP, this Agreement and the Permit as to itself and all

holders of Certificates of Inclusion, Third Party Lessees and Third Persons over which Permittee has committed to enforce the terms of the TU MSHCP, this Agreement, and the Permit. Any non-compliance by Permittee, a holder of a Certificate of Inclusion, a Third Party Lessee, or a Third Person (except Third Persons undertaking hunting, which is not a Covered Activity) with applicable terms of the TU MSHCP, this Agreement, or the Permit may be deemed a violation of the Permit by Permittee. In addition, the failure by Permittee to enforce applicable terms of the TU MSHCP, this Agreement, or the Permit against itself, a holder of a Certificate of Inclusion, a Third Party Lessee, or a Third Person may be deemed non-compliance by Permittee with the TU MSHCP, this Agreement, or the Permit and a violation of the Permit by Permittee. In determining whether to suspend or revoke the Permit from Permittee for acts or omissions constituting non-compliance committed by Permittee, a holder of a Certificate of Inclusion, a Third Party Lessee, or a Third Person, USFWS shall take into account all efforts undertaken by Permittee to enforce the terms of the TU MSHCP, this Agreement, and the Permit as to itself, the holder of a Certificate of Inclusion, the Third Party Lessee, or the Third Person and all actions taken by Permittee to redress the effects of such non-compliance, particularly the enforcement efforts and redress actions specifically described in the TU MSHCP.

5.1.7 Duty to Notify of Incidental Take. Permittee shall immediately notify USFWS if it concludes that an incidental take of a Covered Species has occurred or is likely to occur or if the loss of suitable habitat for Covered Species in excess of the amounts identified in Table 7-2 of the TU MSHCP occurs or is likely to occur.

5.2 Obligations of the USFWS. Upon execution of this Agreement by the Parties, and a determination that all legal requirements have been satisfied, the USFWS will issue to Permittee the Permit under Section 10(a)(1)(B) of the ESA, authorizing the limited incidental

take of the animal Covered Species resulting from Covered Activities on the Covered Lands. The Permit will be conditioned on compliance with all terms and conditions of the Permit, including the TU MSHCP and this Agreement, and applicable law.

5.2.1 Permit Coverage. The Permit will identify the Covered Species. The Permit will take effect to authorize incidental take by Permittee for listed Covered Species upon the Effective Date. The Permit will take effect for an unlisted animal Covered Species upon the listing of such species. Because take of listed plant species is not prohibited under the ESA and therefore is not authorized under the Permit, plant Covered Species are listed on the Permit in recognition of the conservation measures and benefits provided for such plant species under the TU MSHCP. Any reference in this Agreement or in the TU MSHCP to incidental take of Covered Species shall, for the purpose of incidental take authorized under the Permit, refer solely to species other than plants on the Covered Species list. The incidental take authorized under the Permit may be extended by Permittee to holders of Certificates of Inclusion issued by Permittee.

5.2.2 "No Surprises" Assurances. Upon issuance of the Permit, Permittee shall receive regulatory assurances pursuant to the "No Surprises" regulations at 50 C.F.R. Sections 17.22(b)(5) and (6) and 17.32(b)(5) and (6). Pursuant to the "No Surprises" regulations, as long as the TU MSHCP, this Agreement and the Permit are being properly implemented, USFWS shall not require additional conservation and mitigation measures that involve the commitment of additional land, water, or financial compensation or additional restrictions on the use of land water or other natural resources otherwise available for development or use under the original terms of the TU MSHCP without the consent of the Permittee.

5.2.3 USFWS Cooperation and Assistance. USFWS shall cooperate and provide, to the extent appropriated funds are available for that purpose, technical assistance to the

Permittee. Nothing in this Agreement shall require the USFWS to act in a manner contrary to the requirements of the Anti-Deficiency Act.

5.2.4 USFWS Review and Approval of Management Plans.

(a) TU MSHCP Management Plans. During the Permit term, within 90 days of receipt of each plan identified in the TU MSHCP that affects management of the Covered Lands, including the grazing management plan, the integrated pest management plan and the fuel modification plan, or revisions to a previously approved plan from Permittee, USFWS shall use its reasonable efforts to review and either approve or request modifications to the plan, and with regard to the integrated pest management plan, to review and comment on, and recommend any appropriate modifications to, the plan. The purpose of the USFWS review will be solely to ensure that activities conducted within the Covered Lands are carried out in accordance with the ESA and the Permit, including applicable take avoidance, minimization and mitigation measures and other conservation measures for Covered Species identified in the TU MSHCP and the terms of any conservation easement required under the Permit that has been recorded over the lands. With respect to the grazing management plan, USFWS-requested modifications shall not modify the grazing level identified for coverage under the Permit in the TU MSHCP and shall continue to allow for reasonable access for cattle to on-site water sources and reasonable open habitat range management. In the case of undisputed requested modifications, Permittee shall revise the affected plan within 120 days of receipt of written notice of the requested modifications. In the event of a disagreement among the Parties over the contents of the affected plan, the Parties shall sever the disputed portion of the plan, and shall meet to resolve the issues and may utilize the informal dispute resolution process

provided in Section 12.3.1. With the exception of the integrated pest management plan, Permittee shall revise the affected plan to incorporate changes identified by USFWS within 120 days after completion of discussions among USFWS, Permittee and applicable conservation easement holder, including completion of the informal dispute resolution process, if such process is utilized by the Parties. With regard to the integrated pest management plan, Permittee may incorporate changes recommended by USFWS. For the undisputed portions of the affected plan, other than the integrated pest management plan, USFWS shall issue approval of the remainder of the plan, and the Grantee and Grantor shall implement such changes within 120 days of the written notice of approval.

(b) Ranchwide Management Plan. During the permit term, within 90 days of receipt of the Ranchwide Management Plan, or any revisions to a previously reviewed Ranchwide Management Plan, USFWS shall use its reasonable efforts to review and either approve, or request modifications to the plan. The purpose of the USFWS review will be solely to ensure that activities conducted within, and management of, the Covered Lands are carried out in accordance with the ESA and the Permit, including applicable take avoidance, minimization and mitigation measures and other conservation measures for Covered Species identified in the TU MSHCP and the terms of any conservation easement required under the Permit that has been recorded over the lands. In the case of undisputed requested modifications, Permittee shall revise the affected plan within 120 days of receipt of written notice of the requested modifications. In the event of a disagreement among the Parties over the contents of the affected plan, the Parties shall sever the disputed portion of the plan, and shall meet to resolve the issues and may utilize the informal dispute resolution process

provided in Section 12.3.1. Permittee shall revise the affected plan to incorporate changes identified by USFWS within 120 days after completion of discussions among USFWS, Permittee and applicable conservation easement holder, including completion of the informal dispute resolution process, if such process is utilized by the Parties. For the undisputed portions of the plan, USFWS shall issue approval of the remainder of the plan and the Parties shall implement such changes within 120 days of the written notice of approval.

(c) Following the end of the Permit term, unless or until USFWS determines that such review and comment is no longer necessary, USFWS shall review the grazing and other management plans, and revisions thereto, identified in Section 5.1.1(d), other than the public access plan, for the sole purpose of reviewing the plans for compliance with the ESA and consistency with the terms of the conservation easements recorded over the TU MSHCP Mitigation Lands and provide notice of any non-compliance to Permittee. With regard to the public access plan, unless or until USFWS determines that such review and comment is no longer necessary, USFWS shall continue to review and approve such plans and revisions thereto, in accordance with the procedure established in paragraph (b) above to ensure that any public use allowed within the TU MSHCP Mitigation Lands complies with the ESA and is consistent with the terms of the conservation easements recorded over the TU MSHCP Mitigation Lands.

(d) Following the end of the Permit term, notwithstanding the foregoing review and approval rights with respect to public access plans, and review and comment rights with respect to the other management plans, (i) with respect to any public access plan, if USFWS has not provided written determination of either approval or non-

compliance/disapproval (and to the extent of non-compliance or disapproval only for the foregoing reasons) within 135 days of receipt thereof, or (ii) with respect to any other management plan, to the extent USFWS has not provided written comments (and in such case, only with respect to the reasons above stated) within 135 days of receipt thereof, USFWS shall be deemed to have waived its right of approval of a public access plan or comment on other management plans. Approval or waiver by USFWS of its right of approval of a public access plan and comment by or waiver by USFWS of its right to comment on other management plans shall not relieve Grantor or Grantee of their independent duty to comply with the ESA and any applicable conservation easement and shall not preclude USFWS from taking action to enforce the ESA or any applicable conservation easement.

5.2.5 USFWS Monitoring. After issuance of the Permit, the USFWS shall monitor Permittee's compliance with the TU MSHCP, this Agreement, and the Permit in order to ensure compliance.

5.2.6 USFWS Performance of California Condor Management Activities. USFWS staff shall perform all trapping, relocation, supplemental feeding, hazing and other species management activities involving physical contact with California condors, provided the Tejon Staff Biologist may also haze California condors in appropriate circumstances if he or she has been issued by the USFWS a scientific permit under Section 10(a)(1)(A) of the ESA, and is permitted to do so by applicable federal and state law.

5.2.7 USFWS Notification of Incidental Take. USFWS shall immediately notify Permittee if any incidental take of a California condor has occurred or is likely to occur.

6.0 TERM

This Agreement shall become effective on the Effective Date of the Permit and shall remain in full force and effect for a period of 50 years or until termination of the Permit, whichever occurs sooner. Notwithstanding the stated term, the Parties agree that the preservation of the Initial Mitigation Lands and Remaining Mitigation Lands, the duty to cause the CC&R terms to be in effect and enforced in perpetuity, including providing USFWS and California Department of Fish and Game with third party beneficiary rights to enforce the CC&Rs, and the ban on use of lead ammunition required under the TU MSHCP, this Agreement and the Permit shall be permanent.

7.0 EARLY PERMIT TERMINATION AND PERMIT RENEWAL

7.1 Relinquishment or Revocation of the Permit. Permittee may relinquish the Permit in accordance with the regulations of the USFWS in force on the date of such relinquishment. (These regulations are currently codified at 50 C.F.R. Sections 17.22(b)(7) and 17.32(b)(7).) In addition, USFWS may revoke the Permit for cause. (These regulations are currently codified at 50 C.F.R. Sections 13.28, 17.22(b)(8) and 17.32(b)(8).) "Termination" as used in this Agreement refers to both relinquishment of the Permit by Permittee and revocation of the Permit by USFWS. Consistent with 50 C.F.R. Section 17.22(b)(8), this Agreement and those TU MSHCP minimization and mitigation measures as described in this Section 7.0 shall remain in effect notwithstanding early termination of the Permit through either relinquishment by Permittee or revocation by USFWS.

7.1.1 Early Termination of the Permit

(a) If Permit termination occurs for any reason after Permittee has initiated construction of the TMV Project, Permittee will:

(1) continue the TRC Ranch-wide ban on use of lead ammunition described in Section 4.4.3.3 of the TU MSHCP in perpetuity.

(2) if any California Condor Non-Lethal Incidental Take from a Covered Activity on Covered Lands has occurred during the time the Permit is in effect, complete any remaining funding obligation for medical care or for capture, care, and translocation costs for that individual as provided in Section 4.4.2 of the TU MSHCP and 5.1.1(g). USFWS shall notify Permittee of the existence of any remaining funding obligation within 60 days of permit surrender. The amount of the remaining funding obligation shall be determined by USFWS, following consultation with Permittee to determine the anticipated length and cost of care and shall be supported by an endowed fund, a letter of credit, or other assured funding source acceptable to USFWS. Permittee shall satisfy the obligation within 60 days from the date Permittee receives notice of the amount of the remaining funding obligation. Except where USFWS determines, following consultation with Permittee, that release of a captured condor is not viable (due to long term or permanent physical impairment, inability to reverse habituated behaviors, or other similar causes) USFWS shall undertake reasonable efforts to release the individual in a timely manner following completion of any necessary treatment. In the event of a disagreement among the Parties under this section, the Parties may utilize the informal dispute resolution process provided in Section 12.3.1.

(3) cause the CC&Rs described in Section 4.4.1 of the TU MSHCP governing the siting and design of houses and roads and the behavior of residents in certain portions

of the Covered Lands to be recorded and cause such CC&Rs to be enforced in perpetuity, including providing USFWS and California Department of Fish and Game with third party beneficiary rights to enforce the CC&Rs.

(4) continue to abide by all provisions in Section 4.4.1.4 of the TU MSHCP and the provisions of any recorded conservation easements required under the Permit relating to restrictions on siting and design of power, communication, and other utility lines, towers, and antennas and wind farms on Covered Lands and the Ranch-wide prohibition on wind farms for the remainder of the original 50 year Permit term, except that such restrictions and prohibition shall be maintained on the TU MSHCP Mitigation Lands in perpetuity. Notwithstanding the permanent prohibition on windfarms, Permittee may construct and operate individual wind turbine devices which have the primary purpose to serve electrical generation needs on site, if the device and its location are approved by the USFWS.

(5) continue to retain the Tejon Staff Biologist to perform continuing applicable and relevant tasks for the remainder of the original 50-year term of the Permit or, with the agreement of USFWS, provide funding to USFWS to carry out such tasks.

(6) early termination of the Permit shall not affect the conserved status of all TU MSHCP Mitigation Lands covered by an executed and recorded conservation easement granted under the terms of the Permit or required to be covered by i) an executed and recorded conservation easement or ii) within TMV Planning Area Open Space Lands, an easement or other appropriately restricted conveyance under the terms of the Permit. TRC shall execute and record conservation easements or other appropriately restricted conveyances on all such lands to ensure their permanent legal protection in accordance with the schedule provided for under this Agreement in

Section 5.1(e)(2) and 5.1(e)(3).

(7) Notwithstanding early termination, Permittee shall continue to submit all management plans to USFWS for review and approval, and with regard to the integrated pest management plan, for review and comment, for the remainder of the Permit term in accordance with Section 5.1.1(d) and Section 5.2.4(a) and (b), until or unless USFWS determines agency review and approval is no longer necessary and shall continue to submit all management plans to USFWS for review and comment and all public access plans to USFWS for review and approval in perpetuity, until or unless USFWS determines agency review and comment, or with regard to the public access plans, review and approval, is no longer necessary.

(b) If Permit termination occurs by voluntary withdrawal of Permittee prior to initiation of any construction described in Section 7.1.1(a), Permittee will:

(1) continue in perpetuity the TRC Ranch-wide ban on use of lead ammunition described in Section 4.4.3.3 of the TU MSHCP.

(2) if the Condor Study Area is still subject to TRC control (e.g., it has not been transferred by fee or easement to the Tejon Ranch Conservancy or an alternate public or private entity approved by, and on terms acceptable to, USFWS for conservation purposes consistent with the protection of the California condor), Permittee will continue to provide the protections to the Condor Study Area set forth in Section 4.4.3.1 of the TU MSHCP for a minimum period of five years following the date of termination to allow Permittee and the USFWS to consider other potential options for the future of the Condor Study Area, with emphasis given to options that would maintain such protections after such period.

(3) if any California Condor Non-Lethal Incidental Take from a Covered Activity on

Covered Lands has occurred during the time the Permit is in effect, complete any remaining funding obligation for medical care or for capture care, and translocation costs for that individual as provided in Section 4.4.2 of the TU MSHCP and 5.1.1(g). USFWS shall notify Permittee of the existence of any remaining funding obligation within 60 days of permit surrender. The amount of the remaining funding obligation shall be determined by USFWS, following consultation with Permittee to determine the anticipated length and cost of care, and shall be shall be supported by an endowed fund, a letter of credit, or other assured funding source acceptable to USFWS. Permittee shall satisfy the obligation within 60 days from the date Permittee receives notice of the amount of the remaining funding obligation. Except where USFWS determines, following consultation with Permittee, that release of a captured condor is not viable (due to long term or permanent physical impairment, inability to reverse habituated behaviors or other similar causes), USFWS shall undertake reasonable efforts to release the individual in a timely manner following completion of any necessary treatment. In the event of a disagreement among the Parties under this section, the Parties may utilize the informal dispute resolution process provided in Section 12.3.1.

(4) preserve the TU MSHCP Mitigation Lands in accordance with the Tejon Ranch Conservation and Land Use Agreement.

7.1.2 Post-Termination Access to Covered Lands by USFWS. After early termination of the Permit, Permittee shall continue to allow reasonable access to Covered Lands by USFWS and its authorized agents in accordance with Section 9.4 for the limited purposes of implementing, and monitoring compliance with the post termination mitigation and minimization obligations described in this Section 7.0.

7.1.3 Full Extent of Post-Termination Mitigation and Minimization Related to Early Termination. After early termination of the Permit, the measures identified referenced in Section 7.1 constitute the full extent of post-termination mitigation and minimization required for any incidental take of Covered Species authorized under the Permit pursuant to Section 50 C.F.R. Section 17.22(b)(7) and 17.32(b)(7) as a result of Covered Activities carried out in accordance with the Permit, including the TU MSHCP and this Agreement..

7.2 Procedure Applicable to Early Termination of the Permit. If Permittee elects to relinquish the Permit before expiration of the full term of the TU MSHCP or if USFWS revokes the Permit, Permittee will immediately surrender the Permit to USFWS in accordance with USFWS regulations in effect at the time of such early termination. (Such regulations are currently codified at 50 C.F.R. Section 17.22(b)(7) and 17.32(b)(7).) In addition to the surrendered Permit, Permittee will provide a status report detailing the nature and amount of any incidental take of the Covered Species, the minimization and mitigation measures provided for take up through the date of early termination, and the status of compliance with all other terms of the TU MSHCP. Within 90 days after receiving the surrendered Permit and a status report meeting the requirements of this paragraph, USFWS will give written notice to Permittee stating whether any of the post-termination mitigation or minimization measures required in Section 7.1 are outstanding, and identifying each of the outstanding required measures.

7.3 Effect of Early Termination. Upon Permittee's surrender of the Permit per Section 7.2, no further take by Permittee or Certificate of Inclusion holder shall be authorized under the terms of the Permit. Notwithstanding early termination of the Permit, Permittee shall implement each of the post-termination mitigation and minimization measures described in Section 7.1, and identified by USFWS in its written notice under Section 7.2, for any

incidental take of a Covered Species resulting from Covered Activities carried out in accordance with the TU MSHCP and the Permit prior to the date of termination. USFWS shall only cancel the Permit upon determination that all applicable post-termination mitigation and minimization measures have been implemented. If prior to termination of the Permit, USFWS has approved the transfer of a portion of the Permit in accordance with all applicable statutory and regulatory requirements, then the transferred portion of the Permit shall remain in effect notwithstanding termination of the remaining portion.

7.4 Other Rights and Authorities Not Affected. Nothing in this Section 7.0 prevents Permittee from seeking review by a court of competent jurisdiction of any decision of the USFWS to revoke the Permit. Likewise, nothing in this Section 7.0 affects or circumscribes the authority of USFWS to carry out its enforcement and other responsibilities under the ESA.

7.5 Renewal of the Permit. Upon agreement of the Parties and compliance with all applicable laws and regulations, the Permit may be renewed beyond its initial term under regulations of the USFWS in force on the date of such renewal.

8.0 FUNDING

Permittee warrants that it has and will expend such funds as may be necessary to carry out its obligations under the TU MSHCP.

8.1 Funding of Mitigation.

In the event Permittee receives notice from USFWS that a California Condor Non-Lethal Incidental Take has occurred, Permittee shall pay all of the costs thereof to USFWS through a reimbursable agreement or alternative legal mechanism approved in writing by USFWS in accordance with Section 4.4.2 and Section 9 of the TU MSHCP. Permittee shall release such funds to USFWS within two weeks following receipt of a written statement from USFWS. The estimated costs of capture, care and translocation of a California condor are identified in

Table 9-1 of the TU MSHCP; such estimate shall be adjusted for inflation pursuant to Section 9 of the TU MSHCP. Such costs may be guaranteed by a rolling letter of credit, as provided for in Section 9 of the TU MSHCP. In addition, Permittee shall pay all costs related to implementation of other California condor-related provisions and to implementation of all other take minimization and mitigation measures specified in the TU MSHCP for the other Covered Species, as provided in Section 9 of the TU MSHCP. As explained in Section 9 of the TU MSHCP, while the preservation of the TU MSHCP Mitigation Lands will result in significant benefits to all Covered Species, certain effects to Covered Species will occur in conjunction with implementation of the Covered Activities. A variety of measures to offset these effects are identified in the TU MSHCP which will require funding in the approximate amounts specified in Section 9 of the TU MSHCP.

8.2 Funding Security. Permittee shall, not later than 30 days prior to the initiation of the construction of the TMV Project, provide for financial assurance as described in Section 9 of the TU MSHCP in a form acceptable to USFWS as a written guarantee of its performance of all take minimization and take mitigation measures requiring the expenditure of funds for the California condor and Other Covered Species. In addition to the specific guarantee for California condor mitigation as provided above, execution of the Permit by Permittee will be authorized by a resolution of both Permittee and its parent company, Tejon Ranch Co., a Delaware corporation. These resolutions will acknowledge Permittee's responsibility for and duty to expend all sums contemplated and necessary to implement Permittee's obligations under the TU MSHCP. The resolutions will also provide for annual certifications by TRC's Chief Financial Officer, or equivalent officer, to the effect that such funds have been budgeted and approved by all necessary corporate action. Each year, following the adoption of TRC's corporate budget in December and prior to the start of its new fiscal year on

January 1, TRC's Chief Financial Officer, or equivalent officer, will deliver to the USFWS a budget and scope of work outlining all components of the TU MSHCP to be implemented during the fiscal year accompanied by a certification that funds required of Permittee to perform duties under the TU MSHCP have been authorized and are available. The USFWS shall use its reasonable efforts to notify TRC within 30 days of receipt of the certification if the USFWS has any concerns related to budget and scope of work or the funding allocated thereto by TRC. If the Parties are unable to resolve such concerns, they may pursue informal dispute resolution as described in Section 12.3.1. Permittee acknowledges that the failure to timely and fully implement their obligations under the TU MSHCP or to adequately fund those obligations could result in suspension or revocation of the Permit. Permittee will include in the annual reports described Section 9.0 of this Agreement a notice of any annual adjustment to the funding security to account for inflation. Permittee will promptly notify USFWS if their funding resources have materially changed, including a discussion of the nature of the change, from the information provided in Section 9 of the TU MSHCP.

9.0 MONITORING AND REPORTING

9.1 Annual Reports. In accordance with Sections 4.5.2 and 7.3 of the TU MSHCP, Permittee will submit two annual reports, or a combined report, by January 31 of each year that describes for the reporting period the status of Covered Activities, the results of the required monitoring, any instances of noncompliance with the provisions of the TU MSHCP, actions taken to rectify the non-compliance, known encounters with California condors, any problems under the TU MSHCP, and all other of the reporting requirements set forth in Sections 4.5.2 and 7.3 of the TU MSHCP.

9.2 Other Reports. Permittee will use reasonable efforts to provide within 30 days of being requested by the USFWS, any additional information in its possession or control

related to implementation of the TU MSHCP that is requested by the USFWS for the purpose of assessing whether the terms and conditions of the Permit and the TU MSHCP are being fully implemented. Permittee may designate, by notifying USFWS in writing, any trade secrets or commercial, proprietary, or financial information ("Confidential Information") requested by the USFWS as exempt from disclosure by the agencies pursuant to a request made under the Freedom of Information Act, because such trade secret and/or information so designated (1) is Confidential Information, (2) has not been disclosed to the public by Permittee, and (3) to Permittee's knowledge is not routinely available to the public from other sources. Should "Confidential Information" be requested, the USFWS will contact Permittee sufficiently prior to releasing any such information so as to allow Permittee a reasonable opportunity to protect the Confidential Information from release. This Section 9.2 is not intended to limit the applicability of the Freedom of Information Act.

9.3 Certification of Reports. All reports from Permittee pursuant to this Section 9.0 shall include the following certification from the respective responsible company officials who supervised or directed preparation of the report:

> I certify under penalty of law that, to the best of my knowledge, after appropriate inquiries of all relevant persons involved in the preparation of this report, the information submitted is true, accurate, and complete.

9.4 Monitoring by USFWS. Permittee acknowledges the necessity for USFWS to monitor compliance with the TU MSHCP and will cooperate fully in such monitoring. Pursuant to 50 C.F.R. Section 13.21(e)(2), by accepting the Permit, Permittee consents to and will allow entry to the Covered Lands by agents and employees of the USFWS engaged in and for the purpose of ensuring compliance with the Permit, and laws and regulations applicable to the Permit, and/or undertaking any activities that are necessary to protect the

Covered Species and/or are identified in the TU MSHCP. Except where specified below, such entry will occur under the following conditions: (1) at reasonable hours; (2) in a manner consistent with the purpose of the entry, that minimizes any disruption of the Covered Activities or any other operation of Permittee or any holder of a Certificate of Inclusion; (3) after provision of advance notice to Permittee; and (4) with the opportunity for an agent or employee of Permittee to accompany the USFWS's agent or employee. These conditions on entry will not apply in the following circumstances: (1) when the USFWS has reason to believe a Covered Species is at risk of injury or death and an immediate response is necessary; or (2) when the USFWS has reason to believe a violation of the Permit, or laws or regulations applicable to the Permit, has occurred or may be occurring which, in the USFWS's good-faith judgment, warrants immediate or noticeless access; or (3) entry, without consent, is otherwise for law enforcement purposes consistent with the Fourth Amendment to the Constitution. Access to the Covered Lands by USFWS agents or employees and California Condor Recovery Team members solely to establish and operate a trap and release/supplemental feeding site, if deemed necessary by USFWS in accordance with TU MSHCP Section 4.4.3.2, shall not be governed by this Section 9.4 but shall be allowed in accordance with provisions of the TU MSHCP.

10.0 MIGRATORY BIRD ACT PERMIT

The Permit issued in reliance on the TU MSHCP and this Agreement also constitutes a Special Purpose Permit under 50 C.F.R. Section 21.27 for the take of listed Covered Species also listed under the Migratory Bird Treaty Act (MBTA), 16 U.S.C. Sections 702 *et seq.*, as amended. The take of any of these birds as the result of any Covered Activity carried out in accordance with the TU MSHCP, this Agreement, and the Permit will not constitute a violation of the MBTA. Such Special Purpose Permit shall be valid for a period of three

years from the Effective Date, provided the Permit issued in reliance on this Agreement remains in effect for such period. Such Special Purpose Permit shall be renewed without application provided that the terms of the TU MSHCP, this Agreement and the Permit are being properly implemented. Each such renewal shall be valid for the maximum period of time allowed under 50 C.F.R. Section 21.27 or its successor at the time of renewal.

11.0 CONSULTATIONS WITH OTHER PUBLIC AGENCIES

11.1 Consultations on Activities Consistent with the TU MSHCP and Permit. To the maximum extent appropriate in any consultation on any Covered Activity with respect to the Covered Species under Section 7(a) of the ESA and regulations issued thereunder, the USFWS shall ensure that the biological opinion issued in formal consultation, or views expressed by the USFWS in informal consultation, in connection with the proposed activity are consistent with the biological opinion prepared on the Permit and TU MSHCP, provided that the Covered Activity as proposed in the consultation is consistent, and will be implemented in accordance, with the TU MSHCP, this Agreement, and the Permit. Any reasonable and prudent measures and terms and conditions in the biological opinion, or views expressed by the USFWS in informal consultation, on the proposed activity shall, to the maximum extent appropriate, be consistent with and not in excess of the measures included in the TU MSHCP, this Agreement, and the Permit.

11.2 Critical Habitat. Portions of the Covered Lands are designated critical habitat for the California condor. The TU MSHCP is designed and intended to incorporate special management requirements to protect habitat features on the Covered Lands essential for the conservation of the California condor. The USFWS will take the TU MSHCP into consideration in any future revision to critical habitat for the California condor.

12.0 ENFORCEMENT OF PERMIT

12.1 General Authorities and Legal Rights. Nothing contained in this Agreement is intended to, or shall, limit the authority of the United States government to seek civil or criminal penalties or otherwise fulfill its enforcement and other responsibilities under the ESA or other applicable Federal law. Nothing in this Agreement is intended to, or shall, be construed as authorizing any take of Covered Species under applicable California law, or to limit the authority of the California Department of Fish and Game to enforce such law. Nothing contained in this Agreement limits the rights of the Permittee under the U.S. Constitution or other applicable Federal or State law to seek redress against the USFWS as otherwise permitted by law.

12.2 Permit Suspension or Revocation. The USFWS may suspend or revoke the Permit, in whole or in part, for cause in accordance with the laws and regulations in force at the time of such suspension or revocation. Such suspension or revocation may apply to the entire Permit, or only to specified Covered Lands, Covered Species, or Covered Activities. In the event of suspension or revocation, Permittee's obligations under the Permit, including this Agreement and the TU MSHCP, will continue until the USFWS determines that all incidental take of Covered Species that occurred under the Permit has been fully mitigated in accordance with the TU MSHCP and Section 7.0 of this Agreement. Unless the Parties agree otherwise, if no more incidental take than that authorized by the Permit has occurred upon suspension or revocation, then, pursuant to 50 C.F.R. Sections 17.22(b)(7) and 17.32(b)(7) , the USFWS may not require more, or different mitigation, beyond that specified under Section 7.0.

12.3 Dispute Resolution. The Parties recognize that disputes concerning implementation of, compliance with, or termination of the TU MSHCP, this Agreement,

or the Permit may arise from time to time. The Parties will work together in good faith to resolve such disputes, and may use the informal dispute resolution procedures set forth in Section 12.3.1, or such other procedures upon which the Parties may adopt. However, if at any time, either Party determines that circumstances so warrant, it may seek any available remedy without waiting to complete informal dispute resolution.

12.3.1 Informal Dispute Resolution Process. Unless the Parties elect another dispute resolution process, or unless an aggrieved Party has initiated administrative proceedings or suit in Federal court as provided in this Section 12.0, the Parties may use the following process to attempt to resolve disputes:

(a) The aggrieved Party will notify the other Party of the provision of the TU MSHCP, this Agreement, or the Permit that may have been violated, the basis for contending that a violation has occurred, and the remedies the aggrieved Party proposes to correct the alleged violation.

(b) The Party alleged to be in violation will have 30 days, or such other time as may be agreed to by the Parties, to respond. During this time the Party alleged to be in violation may seek clarification of the information provided in the initial notice. The aggrieved Party will use its best efforts to provide any information then available to it that may be responsive to such inquiries.

(c) Within 10 days after such response was provided or was due, a representative from each Party will meet and negotiate in good faith toward a solution satisfactory to both Parties, or will establish a specific process and timetable to seek such a solution.

(d) If any issues cannot be resolved through such negotiations, the Parties will consider non-binding mediation and other alternative dispute resolution processes and, if a

dispute resolution process is agreed upon, will make good faith efforts to resolve all remaining issues through that process.

13.0 MODIFICATIONS AND AMENDMENTS

13.1 Minor Modification Process. Either Permittee or USFWS may propose minor modifications to the TU MSHCP or this Agreement by providing written notice to the other Party. The notice shall include a statement of the reason for the proposed modification and an analysis of its environmental effects, including its effects on operations under the TU MSHCP and on the Covered Species. The other Party will use reasonable efforts to respond to proposed modifications within 60 days of receipt of such notice. Proposed modifications will become effective upon the other Party's written approval. If, for any reason, a Party objects to a proposed modification, Permittee may propose it as an amendment to the Permit in accordance with Section 13.2 and 13.3. The USFWS will not propose or approve minor modifications to the TU MSHCP or this Agreement if the USFWS determines that such modifications would result in operations under the TU MSHCP that are different from those analyzed, or may result in adverse effects on the environment that are new or significantly different from those analyzed, or may result in additional take that was not authorized in connection with the original TU MSHCP as of the Effective Date.

13.1.1 Minor Modifications. Subject to Section 13.1, minor modifications to the TU MSHCP and this Agreement processed pursuant to this Section 13.0 may include but are not limited to the following:

(a) changes to the boundaries of the Covered Lands or the Initial Mitigation Lands or Remaining Mitigation Lands which the Parties agree are minor and would not alter the analysis of environmental effects, and in particular, the effects of the TU MSHCP on the Covered Species, contained in the Environmental Impact Statement or the

USFWS ESA Section 7 biological opinion for the TU MSHCP and Permit. Except for fee sale of lands provided for in Section 15.3(b) of this Agreement, the aggregate of such minor boundary adjustments may not exceed 250 acres;

(b) acquisition of Additional Lands inholdings (also termed "Not-A-Part Lands") within the boundaries of the Covered Lands not to exceed 3,870 acres;

(c) minor changes to survey protocols;

(d) minor modifications to reporting and monitoring requirements;

(e) revisions of maps or exhibits to correct errors in mapping, or to reflect previously approved changes in the Permit or TU MSHCP;

(f) corrections of typographic, grammatical, and similar editing errors that do not change the intended meaning;

(g) implementation of mitigation measures that are or may in the future become independently required by applicable laws or regulations;

(h) transfer by conservation easement(s) of lands within the Initial Mitigation Lands or the Remaining Mitigation Lands to the Tejon Ranch Conservancy or another entity approved by, and on terms acceptable to, USFWS that ensure the permanent protection of such lands for conservation purposes consistent with the TU MSHCP or pursuant to Section 15.2;

(i) transfer by fee title of lands within the TU MSHCP Mitigation Lands that are covered by either (i) an executed and recorded conservation easement to an entity approved by, and which contains terms acceptable to, USFWS that ensure the permanent protection of such lands for conservation purposes consistent with the TU MSHCP or pursuant to Section 15.2, or (ii) within the TMV Planning Area Open Space Lands, an

executed and recorded easement or other appropriately restricted conveyance to an entity approved by, and which contains terms acceptable to, USFWS that ensure the permanent protection of such lands for conservation purposes consistent with the TU MSHCP or pursuant to Section 15.2;

(j) use of mining lease areas for plan-wide activities if and when mining leases expire; and

(k) other types of modifications that the Parties agree are minor in relation to the TU MSHCP.

13.1.2 Other Modifications. Any other modifications to the TU MSHCP or this Agreement that do not meet the criteria set forth in Section 13.1.1 will be processed as amendments of the Permit in accordance with Section 13.2.

13.2 Amendment of the Permit. The Permittee may apply for other amendments to the Permit. The Permit may be amended in accordance with all applicable legal requirements, including but not limited to the ESA and the National Environmental Policy Act, and USFWS incidental take permit regulations. The Permittee shall provide a statement of the reasons for the amendment and an initial analysis of its environmental effects, including its effects on operations under the TU MSHCP and on the Covered Species.

13.3 Amendment of this Agreement. In addition to other approval requirements identified in Section 13 that may apply, this Agreement may only be amended consistent with the ESA and with the written consent of each of the Parties.

14.0 ADAPTIVE MANAGEMENT

14.1 Implementation of the TU MSHCP's Adaptive Management Provisions Regarding the California Condor. Section 4.6 of the TU MSHCP, provides for virtually no development in an important area of California condor use (the Condor Study Area), as

well as significant other portions of the Covered Lands, and incorporates restrictions on development and design standards to minimize impact on the California condor. In addition, the TU MSHCP provides for use of the Condor Study Area and the Covered Lands for specific California condor conservation and recovery activities, including supplemental feeding/trap and release program, if determined to be necessary by the USFWS. Given the significant preservation of land for the California condor under the TU MSHCP and the Tejon Ranch Conservation and Land Use Agreement, and the California condor mitigation and conservation and recovery measures included in the TU MSHCP, the adaptive management measures are limited to those set forth in Section 4.6 and 7.6 of the TU MSHCP.

14.2 Implementation of the TU MSHCP's Adaptive Management Provisions Regarding Other Covered Species. In order to meet the goals and objectives identified in Section 7 of the TU MSHCP, the adaptive management measures for other Covered Species will be informed by the effectiveness monitoring, and implemented as set forth in the TU MSHCP.

14.3 Limits on Adaptive Management Changes. All adaptive management changes beyond those specified in the TU MSHCP or provided for in this Agreement must be consistent with the No Surprises Assurances Rule.

14.4 Reductions in Mitigation. Permittee will not implement adaptive management changes that may result in less mitigation than provided for the Covered Species under the original terms of the TU MSHCP, unless the USFWS first provides written approval. Permittee may propose any such adaptive management changes by notice to the USFWS, specifying the adaptive management modifications proposed, the basis for them, including supporting data, and the anticipated effects on the Covered Species, and other environmental impacts. Within 120 days of receiving such a notice, the USFWS will use its reasonable

efforts to approve the proposed adaptive management changes, approve them as modified by the USFWS, or notify Permittee that the proposed changes would necessitate a Permit amendment that must be reviewed under Section 13.2.

14.5 No Increase in Take. This Section 14.0 does not authorize any adaptive management changes that would result in an increase in the level and nature of incidental take, or increase the impacts of incidental take, of the Covered Species beyond those analyzed in connection with the original TU MSHCP and any amendments thereto. Any such modification must be reviewed as a Permit amendment under Section 13.2.

15.0 LAND TRANSACTIONS

15.1 Acquisition of Land by Permittee. Nothing in the TU MSHCP, the Agreement, or the Permit limits Permittee's right to acquire lands not currently owned by TRC within or adjacent to the Covered Lands. Any lands outside the boundaries of the Covered Lands that may be acquired will not be covered by the Permit except upon amendment of the Permit in accordance with all applicable laws and regulations. Any inholdings within the boundaries of the Covered Lands to a maximum of 3,870 acres ("Additional Lands") that may be acquired by Permittee may be covered by the Permit without amendment to the Permit provided the terms and conditions specified in Sections 15.1.1 and 15.1.2 are met.

15.1.1 Limitations on Inclusion of Acquired Lands as Covered Lands. The Permit will take effect with regard to Covered Activities on Additional Lands upon verification by USFWS that Permittee has provided evidence of legal control sufficient to implement the provisions of the TU MSHCP, this Agreement, and the Permit on such Additional Lands. Such Additional Lands shall become Covered Lands on satisfaction of the procedure provided in Section 15.1.2. Notwithstanding inclusion of Additional lands as Covered Lands, no development related Covered Activities may occur on any Additional Lands located outside of

Development Areas.

15.1.2 Procedure to Add Additional Lands as Covered Lands and Extend Permit Coverage to Additional Lands. Permittee shall submit to the USFWS a notice to include Additional Lands under the Permit accompanied by a map showing the location and boundaries of the Additional Lands and a complete description of 1) the type of interest acquired, 2) all relevant baseline conditions on the Additional Lands, 3) the Covered Activities that will occur on the Additional Lands, and 4) the amount and timing of take of Covered Species, if any, anticipated to occur on the Additional Lands. Such Additional Lands will be included under the Permit as Covered Lands if USFWS concludes that extension of the TU MSHCP provisions to the Additional Lands will not result in significant impacts to the Covered Species not analyzed or mitigated under the TU MSHCP or other significant environmental effects not analyzed under the Environmental Impact Statement prepared for the original TU MSHCP and will not result in unauthorized take under the Permit.

15.2 Transfer of Ownership or Control of the TU MSHCP Mitigation Lands. Permittee may not transfer ownership or control, including fee title or a conservation easement, of any portion of the TU MSHCP Mitigation Lands to a third party, other than an agency of the Federal government, unless a conservation easement has been recorded pursuant to Section 5.1.1(e), above. Permittee may transfer all or a portion of the TU MSHCP Mitigation Lands to an agency of the Federal government if, prior to the transfer, the USFWS determines in writing that transfer will not compromise the effectiveness of the TU MSHCP based on adequate commitments by that agency regarding management of such land. Transfers of all or portions of the TU MSHCP Mitigation Lands under this section may be processed as minor modifications to the TU MSHCP in accordance with Section 13.1.

15.3 Disposal of other Covered Lands by Permittee. Nothing in this Agreement is intended, or shall be construed, to restrict Permittee's right to dispose, including by conveyance of fee title or other property interest, of any Covered Lands other than TU MSHCP Mitigation Lands which are addressed in Section 15.2 of this Agreement, except as follows:

(a) Development Areas. The existence and applicability of the TU MSHCP shall be disclosed to parties who acquire an interest in lands within the Development Areas. Lands disposed of within the Development Areas shall continue to be Covered Lands, and Permittee shall continue to enforce applicable provisions of the TU MSHCP, including the CC&Rs during the Permit Term, and after the Permit term, in accordance with Section 6 of this Agreement, or, if the Permit terminates early, in accordance with Section 7.0 of this Agreement.

(b) Other Covered Lands. Upon disposition by Permittee, the Covered Lands occupied by the National Cement Mine, La Liebre Mine and National Cemetery identified in Table 2-1 of the TU MSHCP shall no longer be Covered Lands and shall no longer be eligible to be covered by the incidental take authorization provided by the Permit or subject to the provisions of the TU MSHCP.

16.0 MISCELLANEOUS PROVISIONS

16.1 No Partnership. Except as otherwise expressly set forth herein, neither this Agreement nor the TU MSHCP shall make or be deemed to make USFWS the agent for or the partner of Permittee, either individually or collectively, or to make Permittee, either individually or collectively, the agent for or partner of USFWS.

16.2 Tejon Ranch Conservation and Land Use Agreement. Except where, and to the

extent that, provisions of the Tejon Ranch Conservation and Land Use Agreement are expressly made applicable to the TU MSHCP, this Agreement or the Permit, nothing in this Agreement, the TU MSHCP or the Permit constitutes adoption of the Tejon Ranch Conservation and Land Use Agreement as part of the TU MSHCP, this Agreement or the Permit or subordinates the terms and conditions of the TU MSHCP, this Agreement and the Permit to the Tejon Ranch Conservation and Land Use Agreement. In particular, the issuance of the Permit to Permittee for take associated with Covered Activities does not constitute review under the ESA, or other federal law, or approval of take associated with, any other activity on Tejon Ranch that may affect listed species, including, but not limited to, possible rerouting of Pacific Crest Trail, or the establishment of a state park or University of California natural reserve on Tejon Ranch.

16.3 Successors And Assigns. This Agreement and each of its covenants and conditions shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns.

16.4 Notice. Any notice permitted or required by this Agreement shall be delivered personally to the persons set forth below or shall be deemed given five (5) days after deposit in the United States mail, certified and postage prepaid, return receipt requested and bearing the addresses set forth in this Section 16.4, or at such other address as either Party may from time to time specify to the other Party in writing. Notices may be delivered by facsimile or other electronic means and shall be effective upon receipt, provided that promptly thereafter, they are also delivered personally by certified mail.

Field Supervisor
Ventura Field Office
United States Fish and Wildlife Service
2493 Portola Road
Ventura, CA 93003

Kathleen Perkinson
Senior Vice President – Natural Resources Stewardship
& Community Development
Tejon Ranchcorp
P.O. Box 1000
Lebec, CA 93243

Roberta Marshall
Senior Vice President & General Manager
Tejon Mountain Village
4436 Lebec Road
Lebec, CA 93243

Jennifer Hernandez
Holland & Knight LLP
50 California Street, Suite 2800
San Francisco, CA 94111

16.5 Incorporation into Permit. This Agreement and the TU MSHCP shall be incorporated as terms and conditions of the Permit. In the event of any direct contradiction among the provisions of the TU MSHCP, the terms of this Agreement or the terms of the Permit, the terms of the Permit shall control. Notwithstanding this Section 16.5, any agreement made under *Tejon Ranch Co. v. United States Fish and Wildlife Service*, No. Civ-F-97-6261 REC SMS (E.D.Cal.) shall remain in effect until the lawsuit is dismissed with prejudice or the Parties jointly inform the court that the agreement is no longer in effect. Each Party acknowledges that no representation, inducement, promise or agreement, oral or otherwise, has been made by the other Party or anyone acting on behalf of the other Party that is not embodied in the TU MSHCP, this Agreement, the Permit, or the lawsuit.

16.6 Defense of Permit. The USFWS and Permittee acknowledge that Permittee has a significant and independent interest in maintaining the validity and effectiveness of the TU MSHCP, this Agreement, and the Permit, and supporting documentation, including documentation under the National Environmental Policy Act and ESA, and that Permittee's

interests may not be adequately protected or represented in the event of a judicial challenge to the Permit unless Permittee is able to participate in such litigation. Subject to Section 16.13 (Availability of Funds), the USFWS will, upon the request of Permittee, and subject to the responsibilities of the U.S. Department of Justice in the conduct of litigation, use reasonably available resources to provide appropriate support to Permittee in defending, consistent with the terms of the TU MSHCP, this Agreement, and the Permit, lawsuits against Permittee arising out of the USFWS's approval of the Permit.

16.7 Execution/Duplicate Originals. This Agreement may be executed in duplicate originals. Each Party shall maintain in its records a complete original of this Agreement.

16.8 Third Party Beneficiaries. Without limiting the applicability of the rights granted to the public pursuant to the provisions of 16 U.S.C. Section 1540(g), this Agreement shall not create any right or interest in the public, or any member of the public, as a third party beneficiary hereof, nor shall it authorize anyone to maintain a suit for personal injuries or property damages or any other cause of action pursuant to the provisions of this Agreement. The duties, obligations, and responsibilities of the Parties to this Agreement with respect to third parties shall remain as imposed under existing Federal or State law.

16.9 Relationship To ESA And Other Authorities. The terms of this Agreement shall be governed by and construed in accordance with the ESA, and other applicable Federal and State laws and regulations. In particular, nothing in this Agreement is intended to limit the authority of the USFWS to seek penalties or otherwise fulfill its responsibilities under the ESA. Moreover, nothing in this Agreement is intended to limit or diminish the legal obligations and responsibilities of the USFWS as an agency of the Federal government.

16.10 References To Regulations. Any reference in the TU MSHCP, this Agreement, or the Permit to any regulation or rule of the USFWS shall be deemed to be a reference to such

regulation or rule in existence at the time an action is taken.

16.11 Applicable Laws. All activities undertaken pursuant to the TU MSHCP, this Agreement, or the Permit must be in compliance with all applicable Federal laws and regulations.

16.12 Terms Used. Terms defined in the ESA or in regulations adopted by USFWS under the ESA shall have the same meaning when utilized in this Agreement.

16.13 Availability of Funds. This Agreement is subject to the requirements of the Anti-Deficiency Act and, where applicable, the availability of appropriated funds. Nothing in this Agreement will be construed by the Parties to require the obligation, appropriation, or expenditure of any money from the United States Treasury. The Parties acknowledge that USFWS will not be required under this Agreement to expend any Federal agency's appropriated funds unless and until an authorized official of that agency affirmatively acts to commit to such expenditures as evidenced in writing.

16.14 Injunctive and Temporary Relief. The Parties acknowledge that the Covered Species are unique and that their loss as species would result in irreparable damage to the environment and that therefore injunctive and temporary relief may be appropriate to ensure compliance with the terms of the Permit.

16.15 Agreement not an Enforceable Contract. Notwithstanding any language to the contrary in this Agreement, this Agreement is not intended to create, and shall not be construed to create an enforceable contract between the USFWS and Permittee under law with regard to the Permit and neither party to this Agreement shall be liable in damages to the other party or any other person for any performance or failure to perform any obligation identified in this Agreement. The sole purposes of this Agreement as between the USFWS and Permittee are to clarify the provisions of the TU MSHCP and the processes the Parties

intend to follow to ensure the successful implementation of the TU MSHCP in accordance with the Permit and applicable Federal law.

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Implementing Agreement as of the dates signed below:

_____

President and Chief Executive

Officer Tejon Ranchcorp

Lebec, California

_____

Deputy Regional Director, Region 8

United States Fish and Wildlife Service

Sacramento, California

Certificate of Inclusion

Tejon Ranch Multiple Species Conservation Plan

The United States Fish and Wildlife Service has issued Permits under Section 10 of the Endangered Species Act, 16 U.S.C. 1539(a)(1)(b) to _____, ("Permittees") authorizing the incidental take of certain species ("Covered Species") in accordance with and subject to the terms and conditions of the Permits, the Tejon Ranch Multiple Species Habitat Conservation Plan (MSHCP) and the associated Implementing Agreement. Under the Permits, the Permittees are authorized to take the Covered Species incident to certain activities (Covered Activities) as defined in the MSCHP provided all applicable terms and conditions of the Permits, the MSCHP and the associated Implementing Agreement are met. In accordance with 50 C.F.R. 13.25(d), the Permittees may extend the incidental take authorization granted to them under the Permits to certain third parties, provided such third parties are under their direct control for purposes of implementing the requirements of, and complying with the terms and conditions of the MSCHP, Implementing Agreement and Permits.

You are engaged in _____, which is one of [are among] the Covered Activities covered by the Permits. [*Or* you are the owner/operator of the property depicted on Exhibit ___, incorporated herein by this reference and are engaged in _____, which is one of the Covered Activities covered by the Permits.] By executing this Certificate of Inclusion, you commit to comply with all of terms and conditions, and implement all of the requirements of the MSCHP, the Implementing Agreement and the Permits applicable to the Covered Activity in consideration for Permittees' extending take authorization under the Permits to you. [Such terms and conditions and requirements are specified in Exhibit __ which is incorporated herein by this reference.] By executing this Certificate of Inclusion, you further acknowledge and consent to the enforcement against you of the terms and conditions and applicable requirements of the MSCHP, the Implementing Agreement and the Permits by the Permittees and consent to allow access to your property, in accordance with Section _____of the Implementing Agreement, by Permittees and the U.S. Fish and Wildlife Service for purposes of monitoring your compliance with the MSCHP, Implementing Agreement and the Permits. If you fail to abide by the terms and conditions of the MSCHP, Implementing Agreement and the Permits in carrying out the Covered Activity, the incidental take authorization granted to you through the Certificate of Inclusion will lapse and you may also be subject to civil or criminal liability under the Endangered Species Act.

Extension to you of Incidental Take coverage under the Permits will become effective upon execution of this Certificate of Inclusion by you and by Permittees. In the event that the subject property is sold or leased or the Covered Activity is assumed by another, you agree to immediately notify Permittees. Any subsequent owner or operator will not be insulated from liability for incidental take until and unless such subsequent owner or operator and the Permittees execute a new Certificate of Inclusion.

_____ _____

_____ _____

_____ _____

DRAFT

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Space Above Line for Recorder's Use Only

CONSERVATION EASEMENT DEED
for the Condor Study Area
(Including Third-Party Beneficiary)

THIS CONSERVATION EASEMENT DEED ("Conservation Easement") is made this _____ day of _____, 20____, by Tejon Ranchcorp ("Grantor"), in favor of Tejon Ranch Conservancy ("Grantee") (Grantor and Grantee are referred to each individually as "Party" and collectively as the "Parties"), with reference to the following facts:

RECITALS

A. Grantor is the sole owner in fee simple of certain real property containing approximately 37,099 acres located in the County of Kern, State of California, as more particularly described in Exhibit A attached hereto, and depicted for illustrative purposes only on the figure attached hereto as Exhibit B (the "Easement Property"). The Easement Property is part of a larger property commonly known as "Tejon Ranch," which comprises approximately 270,000 acres located in Los Angeles and Kern Counties and is depicted for illustrative purposes only on the figure attached hereto as Exhibit C ("Tejon Ranch" or "Ranch"). Tejon Ranch is owned in whole by Grantor.

B. On [XXX] Grantor entered into an Implementing Agreement ("IA") dated [XXX] under the Endangered Species Act ("ESA") for the Tehachapi Uplands Multiple Species Habitat Conservation Plan ("TU MSHCP") and Incidental Take Permit No. [XXX], approved on [XXX] by the U.S. Fish and Wildlife Service ("USFWS"), that among other things, requires Grantor to permanently protect and conserve 116,523 acres of Tejon Ranch (identified in the TU MSHCP and IA as the portion of "Established Open Space" within the Covered Lands and "TMV Planning Area Open Space" and depicted in Exhibit D (together, "TU MSHCP Mitigation Lands"), which includes the 37,099 acre Easement Property, for the benefit of the California condor and 26 other threatened, endangered and sensitive species ("Covered Species") and their habitats. The TU MSHCP mitigates for the impacts to the Covered Species and their habitats of "Covered Activities" as defined in the TU MSHCP, including the TMV Planning Area development and associated infrastructure, and other identified activities on certain portions of Tejon Ranch by Grantor and/or certain third parties under its direct control. Compliance with the TU MSHCP and IA, including permanent conservation of the Easement Property is required as a condition of Incidental Take Permit No. [XXX]. (The TU MSHCP, IA, and Incidental Take Permit are collectively referred to hereafter as the "ESA Permit.") The ESA Permit is incorporated herein by this reference. A complete copy of the ESA Permit is available at [XXX].

C. The Easement Property, identified as the "Condor Study Area" in the ESA Permit, is located within the Established Open Space, and is depicted on Exhibit D. Among other provisions, the ESA Permit requires that Grantor record a permanent conservation easement over the Easement Property identifying the USFWS as a third party beneficiary of the conservation easement with a right of access to the Easement Property and a right to enforce the terms of the conservation easement.

D. This Conservation Easement is intended to satisfy Grantor's obligation to convey a conservation easement over the Easement Property pursuant to the ESA Permit.

E. Grantor also agreed to convey conservation easements to Grantee over various portions of Tejon Ranch (the "Conserved Lands"), which includes the Easement Property and the remainder of the TU MSHCP Mitigation Lands except the TMV Planning Area Open Space, in accordance with the terms and conditions of that certain Tejon Ranch Conservation and Land Use Agreement, dated June 17, 2008 (as the same may be amended from time to time, the "Ranch Agreement"), by and among Natural Resources Defense Council, Inc., a New York nonprofit corporation; National Audubon Society, Inc., a New York nonprofit corporation, doing business in California as Audubon California; Planning and Conservation League, a California nonprofit public benefit corporation; Sierra Club, a California nonprofit public benefit corporation; and Endangered Habitats League, Inc., a California nonprofit public benefit corporation; Tejon Ranch Co., a Delaware corporation; Grantee; and Grantor. On April 29, 2009, a Memorandum of the Ranch Agreement was recorded in the Official Records of Kern County as Instrument No. 20904943. To date, conservation easements have been recorded over approximately 62,000 acres of the Conserved Lands, a portion of which are within the Covered Lands and referred to as the "Existing Conservation Easement Areas" in the ESA Permit. Conservation easements over those areas were purchased with funding by the Wildlife Conservation Board and are not TU MSHCP Mitigation Lands. The Conserved Lands are depicted for illustrative purposes only on the figure attached hereto as Exhibit E. Pursuant to the Ranch Agreement, a conservation easement for the Easement Property is required to be granted to Grantee ("Ranch Agreement CE") over the Conserved Lands. The form of the Ranch Agreement CE is attached hereto as Exhibit F.

F. Pursuant to the Ranch Agreement, Grantee must adopt a Ranch-Wide Management Plan (the "RWMP") to identify and assess the natural resource and conservation attributes of the Conserved Lands (which includes portions of the TU MSHCP Mitigation Lands excepting the TMV Planning Area Open Space on Exhibit D), and provide for both the protection and conservation of the natural resources of the Conserved Lands and the continued use of such lands for ranching, hunting, and other Ranch uses, as more particularly described in the Ranch Agreement. On September 18, 2009, Grantee approved an interim RWMP ("Interim RWMP") documenting existing best management practices ("BMPs") for ranching, hunting and other ranch uses and included plans for grazing management, pest management, and fuel management, as well as the Public Access Plan (as defined in ESA Permit). Pursuant to the Ranch Agreement, an initial RWMP, which will replace the Interim RWMP is required to be prepared and adopted by Grantee on or before June 17, 2013, and revisions thereto are to be adopted at intervals of no less than five (5) years thereafter as more particularly set forth in the

Ranch Agreement (the initial RWMP, as periodically updated and amended, is hereinafter referred to as the "RWMP").

G. Pursuant to the ESA Permit, during and after the ESA Permit term, the RWMP as well as the Grazing Management Plan, Integrated Pest Management Plan, Fuel Management Plan, and Public Access Plan ("Other Management Plans"), which may be incorporated into the RWMP, must be reviewed by the USFWS in accordance with the procedures set forth in Section 8.

H. The Easement Property possesses significant conservation values as listed below (collectively referred to in this Conservation Easement as the "Conservation Values") that are to be protected pursuant to and consistent with the terms of this Conservation Easement and that are of great importance to Grantor, Grantee and the people of the State of California and the people of the United States:

1. The Easement Property contains open space land important to maintaining various natural communities, including, but not limited to chaparral, scrub, conifer forest, savannah, woodland and grassland communities.

2. The natural communities and habitats on the Easement Property reflect more than a century of ranching, farming, hunting, and other uses, are generally devoid of urban development, mass grading, or similar significant human alterations, and support the communities and species on the Easement Property.

3. The Easement Property also supports several watersheds, including but not limited to portions of El Paso and Tunis creeks. The watersheds on the Easement Property support natural watershed functions and aquatic, wetland, and riparian habitats.

4. The Easement Property provides significant regional landscape connectivity functions, and its protection will ensure that this function will be maintained, and that this area and its existing features will remain available for its natural habitat values.

5. The Easement Property supports diverse flora and fauna dependent on its high quality natural communities, functional watersheds, intact ecosystem processes, and landscape connectivity, including habitat for the endangered California condor and other endangered, threatened and/or sensitive wildlife and plant species covered by the ESA Permit (collectively the "Covered Species"). The Covered Species on the Easement Property may include the following: California condor (*Gymnogyps californianus*), Valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*), Tehachapi slender salamander (*Batrachoseps stebbinsi*), American peregrine falcon (*Falco peregrinus anatum*), golden eagle (*Aquila chrysaetos*), bald eagle (*Haliaeetus leucocephalus*), white-tailed kite (*Elanus leucurus*), ringtail (*Bassariscus astutus*), Tehachapi pocket mouse (*Perognathus alticolus inexpectatus*), tricolored blackbird (*Agelaius tricolor*), least Bell's vireo (*Vireo bellii pusillus*), little willow flycatcher (*Empidonax traillii brewsteri*), southwestern willow flycatcher (*Empidonax traillii extimus*), western yellow-billed cuckoo (*Coccyzus americanus occidentalis*), burrowing owl (*Athene cunicularia*), yellow-blotched salamander (*Ensatina eschscholtzii croceater*), western spadefoot

(*Spea hammondii*), two-striped garter snake (*Thamnophis hammondii*), purple martin (*Progne subis*), coast horned lizard (*frontale* and *blainvilli* populations) (*Phrynosoma coronatum*), round-leaved filaree (*Erodium macrophyllum*), Fort Tejon woolly sunflower (*Eriophyllum lanatum* var. *hallii*), Kusche's sandwort (*Arenaria macradenia* var. *kuschei*), Tehachapi buckwheat (*Eriogonum callistum*), striped adobe lily (*Fritillaria striata*), Tejon poppy (*Eschscholzia lemmonii* ssp. *Kernensis*), and yellow warbler (*Dendroica petechia brewsteri*).

6. The Easement Property contains scenic resources, including but not limited to prominent peaks visible from a distance, and the protection of the Easement Property will provide a significant public benefit by preserving open space against development pressure and will protect scenic qualities unique to the area.

I. Grantor intends that the Conservation Values of the Easement Property be permanently preserved, maintained and protected, in perpetuity, subject to the terms and conditions of this Conservation Easement. To accomplish the conservation purposes (as set forth in Section 1), Grantor desires to convey to Grantee and Grantee desires to obtain from Grantor a perpetual conservation easement that restricts certain uses of the Easement Property and grants certain rights to Grantee in order to preserve, protect, and monitor the Easement Property as set out in more detail below.

J. Grantee is a nonprofit public benefit corporation incorporated under the laws of the State of California as a tax-exempt corporation described in Section 815.3 of the California Civil Code and Section 501(c)(3) of the Internal Revenue Code and the regulations promulgated thereunder, organized for the preservation, protection, or enhancement of land in its natural, scenic, historical, agricultural, forested, or open-space condition or use.

K. This Conservation Easement has been reviewed and approved by the USFWS as satisfying the requirements of the ESA Permit with regard to the subject matter hereof.

L. This instrument, when recorded, will (1) document Grantor's grant to Grantee of the subject Conservation Easement, and (2) set forth the rights and obligations of the Parties with respect to the Conservation Easement.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the laws of the United States and the State of California, including Civil Code Section 815, *et seq.*, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Easement Property in accordance with the terms and conditions hereafter set forth:

1. Purposes. The purposes of this Conservation Easement are to assure that (i) the Easement Property will be retained forever in its scenic and open-space condition consistent with the ESA Permit; (ii) the Easement Property uses will be restricted to (1) those activities specifically allowed in Section 4 (including Public Access uses governed by Section 4(c) and (f)), Section 5, Section 6, and Section 7(a) and (b) herein, and (2) any other additional use not specifically prohibited in Section 5 ("Additional Use") that is consistent with preservation of the

Conservation Values of the Easement Property and may be otherwise separately approved by the USFWS in accordance with the procedure described below; (iii) the Easement Property's ecological elements, scientific and aesthetic features and Conservation Values will be preserved and maintained in perpetuity consistent with the purpose of this Conservation Easement; and (iv) the Easement Property will be managed in perpetuity consistent with this Conservation Easement, the RWMP and the Other Management Plans.

Uses are "consistent with preservation of the Conservation Values of the Easement Property" if such uses would 1) either avoid adverse impacts to the species identified in Recital H(5) above and their habitats, on the Easement Property or 2) result in less than significant impacts to such species and habitats. Additional Uses may be proposed and if proposed, shall be subject to the process herein and shall be approved by USFWS unless USFWS determines the Additional Use is inconsistent with preservation of the Conservation Values of the Easement Property or out of compliance with this Conservation Easement and the ESA. Grantor may request such approval by providing written notification to USFWS of each proposed Additional Use and USFWS shall have 135 days after receipt of such written notification to provide written approval or be deemed to have waived its right of approval under this Conservation Easement (where early consultation has taken place, USFWS will undertake reasonable efforts to respond in a shorter timeframe). Approval or waiver by USFWS of its right of approval under this section of an Additional Use shall not absolve Grantor and Grantee of their obligation to obtain any necessary ESA authorization for such Additional Use. Further, a waiver by USFWS of its right of approval under this section shall not relieve Grantor or Grantee of their independent duty to comply with the ESA and this Conservation Easement or preclude USFWS from taking action to enforce the ESA or this Conservation Easement.

2. Mitigation Land Dedication. The Easement Property is the first area of TU MSHCP Mitigation Lands required to be dedicated as required by the ESA Permit, and is more particularly described on Exhibit A, as attached hereto and incorporated herein by this reference.

3. Subsequent Mitigation Land Dedications.[1] Subsequent TU MSHCP Mitigation Land dedications will occur pursuant to the schedule set forth in the IA. Nothing provided herein shall in any way alter the obligations of Grantor under the ESA Permit to execute and record conservation easements over the additional TU MSHCP Mitigation Lands or to impose any similar or dissimilar covenants, conditions or restrictions in the conservation easements executed and recorded on any of the additional TU MSHCP Mitigation Lands.

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

(a) To preserve, protect, and sustain the Conservation Values of the Easement Property. Under the Ranch Agreement, Grantee has the right to perform conservation activities

[1] This form relates to the Condor Study Area - the Initial Mitigation Lands in Established Open Space. A different CE template form(s) will be required for the Remaining Mitigation Lands in Established Open Space and the TMV Planning Area Open Space Initial Mitigation Lands. The TMV Planning Area Open Space Remaining Mitigation Lands may be conserved through conservation easement or other USFWS-approved legal restrictions. There may be substantive differences in prohibited uses and reserved rights in conservation easements covering the various lands.

beyond those required by the ESA Permit if and to the extent such additional conservation activities are included in a RWMP that has been adopted by Grantee pursuant to the Ranch Agreement ("Grantee Conservation Activities"). Such Grantee Conservation Activities, whether included in a RWMP or separately proposed by Grantee, may only be undertaken if and to the extent that they have been 1) reviewed and approved by USFWS (if undertaken during the ESA Permit term or at any time with regard to any Public Access Plan), or 2) reviewed and commented on by USFWS for compliance with the ESA and this Conservation Easement (if proposed following the ESA Permit term). All Grantee Conservation Activities shall be in accordance with the procedure set forth in the Ranch Agreement CE.

(b) To enter upon the Easement Property at reasonable times in order to 1) monitor compliance with and otherwise enforce the terms of this Conservation Easement, 2) carry out its obligations under the RWMP and Other Management Plans, and 3) assist USFWS in carrying out the obligations of the ESA Permit relative to management and monitoring activities. The access rights of USFWS, and the access rights of Grantee when acting to monitor compliance with or carry out its obligations under this Conservation Easement and, during the ESA Permit term, the ESA Permit, are set forth in Section 8. All other rights of access by Grantee shall be in accordance with the procedure set forth in the Ranch Agreement CE.

(c) Recognizing that the public enjoyment of the Conserved Lands, including the TU MSHCP Mitigation Lands and this Easement Property, under an approved Public Access Plan is a high priority for the Parties, and because the Conservation Values, including natural communities and habitats, include diverse flora and fauna, scenic resources, and important cultural and historical resources, Grantor agrees that appropriate access to the Easement Property by the public shall be provided and managed by Grantee, for the benefit of the people of the State of California and the people of the United States, provided such public access is consistent with preservation of the Conservation Values of the Easement Property and is in accordance with the Public Access Plan that has been reviewed and approved by USFWS, as provided in Section 4(f), below ("Public Access");

(d) To enforce the terms and provisions of this Conservation Easement, prevent any activity on or use of the Easement Property that is inconsistent with the purposes of this Conservation Easement, including specifically, uses of air or water rights that are not consistent with preservation of the Conservation Values on the Easement Property in relation to either prohibited uses (Section 5) or reserved rights (Section 7(a) or (b)), and to restore or require the restoration of such areas or features of the Easement Property that may be damaged by any prohibited use that damages the Conservation Values of the Easement Property;

(e) All of Grantor's present and future rights to develop the Easement Property; such rights are hereby terminated and extinguished, and may not be used on or transferred to any portion of the Easement Property, nor any other property adjacent or otherwise. The foregoing shall not limit or restrict Grantor's reserved right to carry out any and all Covered Activities that are authorized to be conducted on the Easement Property as set forth in the ESA Permit, and to carry out and continue other ranch uses allowed under Section 7(a) and (b) herein, or an Additional Use as authorized in Section 1, in conformance with applicable laws, including the ESA; and

(f) Notwithstanding Section 4(c), nothing in this Conservation Easement conveys any right of access to the public at large or to any individual or entity other than to Grantee and the USFWS. Any and all public use shall be limited to the types and intensity of public use allowed in the Public Access Plan developed by Grantor and Grantee, which plan shall be consistent with the ESA Permit during the permit term and consistent with preservation of the Conservation Values of the Conservation Easement and the ESA after the Permit term, and which, both during and after the Permit term, shall require the review and approval of USFWS as provided in Section 8.1(c) and 8.2(c) herein; provided however, that any additional public access use not considered in the ESA Permit (e.g., development of recreational facilities, such as relocation of the Pacific Crest National Trail or establishment of a State Park or University of California Natural Reserve) must be reviewed and approved in writing by USFWS as consistent with preservation of the Conservation Values of the Easement Property and obtain any necessary ESA authorization.

5. Prohibited Uses. All uses of the Easement Property that are inconsistent with preservation of the Conservation Values of the Easement Property are prohibited. Notwithstanding the following list of prohibited uses, (i) reserved rights allowed under Section 7(a) and (b); (ii) activities allowed in Sections 4, 5 and 6, (iii) any Additional Use approved by USFWS in the future in accordance with Section 1, and (iv) any public use approved by USFWS in accordance with Section 4(c) and 4(f), are considered consistent with preservation of the Conservation Values of the Easement Property, provided that any necessary ESA authorizations are obtained.

(a) Except for emergency response activities required by state or local fire agencies, fuel modification zones other than (i) existing roads which serve as de facto fuel modification zones and (ii) 120 foot buffers around allowed structures (i.e., back country cabins allowed under Section 7(a)(8), ancillary ranch structures allowed under Section 7(a)(9), and structures allowed in Sections 7(b)(5), (6) and (7));

(b) Commercial and industrial uses; except that this prohibition does not apply to reserved uses allowed under Section 7(a) and (b), including the renewal or extension of existing leases or licenses or new leases covering such reserved uses, and including low-intensity uses that have historically occurred on the Easement Property such as beekeeping. Any other commercial or industrial use shall be subject to review by USFWS in accordance with the Additional Use process in Section 1;

(c) Row crop agricultural practices;

(d) Residential structures and uses;

(e) Collection or removal of any native plant, native or non-native animal or microorganism, unless consistent with preservation of the Conservation Values of the Easement Property (including for example, seed collection for conservation and propagation purposes) and authorized or undertaken in compliance with relevant state and/or federal permits, authorizations or agreements (e.g., wildlife management activities allowed under Section 7(b)(6));

(f) Deliberate introduction of any non-native plant or microorganism, or deliberate introduction of any non-native wildlife species unless consistent with preservation of the Conservation Values of the Easement Property and authorized or undertaken in compliance with relevant state and/or federal permits, authorizations or agreements (e.g., wildlife management activities allowed under Section 7(b)(6));

(g) Deliberate introduction of native species unless required by the ESA Permit or with consent of Grantor and Grantee;

(h) Disturbance, collection, or removal of cultural resources unless conducted under a survey, salvage or research program approved by Grantee as consistent with preservation of the Conservation Values of the Conservation Easement and conducted in compliance with relevant state and/or federal permits, authorizations or agreements;

(i) Collection of rocks, soils and fallen trees unless conducted under a survey, salvage or research program approved by Grantee as consistent with preservation of the Conservation Values of the Conservation Easement;

(j) Collection of cultural artifacts unless authorized by the appropriate state/federal agency and conducted in compliance with applicable state and /or federal permits, authorizations or agreements;

(k) Use of fireworks is prohibited, and explosives (louder than a gun shot) or other abnormally loud noises (louder than a gun shot) are also prohibited;

(l) The construction of permanent structures or production facilities for film production activities;

(m) Wood fires outside designated fire rings, and outdoor wood fires anywhere in the Easement Property during extreme fire conditions;

(n) Cigarette, cigar, pipe or other smoking outside designated areas;

(o) Off road use of OHVs or other motorized vehicles except by Grantor when necessary to carry out a reserved right allowed under Section 7(a) or (b) or for emergency response; all use of OHVs or motorized vehicles in connection with Public Access shall be limited to on-road use that is necessary for transportation related to recreational uses allowed in the Public Access Plan (except as may be necessary for emergency response);

(p) All pets off leash except in designated areas as specified in the Public Access Plan, or except in connection with livestock grazing and range management activities allowed under Section 7(a)(1), film production activities allowed under Section 7(a)(4), and wildlife management activities allowed under Section 7(b)(6);

(q) Alcohol consumption outside designated areas;

(r) Dumping of ashes, trash, garbage or other unsightly, offensive or toxic material or the storage or use of biocides and agricultural chemicals;

(s) Nurseries (except for native plants in relation to planting, enhancement, restoration or mitigation activities on Tejon Ranch that do not involve permanent greenhouse or other structures);

(t) Construction offices;

(u) Maintenance yards;

(v) Commercial stables;

(w) Research and development facilities, except scientific research related to conservation activities;

(x) Waste disposal operations and associated uses;

(y) Storage facilities;

(z) Mining and quarrying of materials;

(aa) Materials recycling and recovery facilities;

(bb) Citrus or other orchard crops;

(cc) Dry farming;

(dd) Irrigated crops;

(ee) Packing plants;

(ff) Public recreation except as authorized in the Public Access Plan approved by USFWS in accordance with Section 4(c) and 4(f);

(gg) Commercial feed lots; except that the foregoing shall not prohibit temporary confinement or supplemental feeding conducted by Grantor or a lessee of Grantor in the course of its customary and routine ranching operations;

(hh) Permanent fire station or permanent wildland fire training facility;

(ii) Exploration, excavating, dredging, drilling, extraction, removal, production, storage, transport of hydrocarbon substances or minerals on the surface of, or below and within a depth of 500 feet of the surface of, the Easement Property. Exploration and extraction of such substances below a depth of 500 feet of the surface of the Easement Property is not prohibited, provided that said activities do

not compromise or impair the integrity of the protected habitat and species resources located on the Easement Property;

(jj) Water use that expands groundwater extraction activities beyond that permitted or conducted on the Easement Property as of June 17, 2008 to the extent such use would cause subsidence or otherwise impact the surface in a manner that would be inconsistent with preservation of the Conservation Values of the Easement Property;

(kk) Any alterations or improvements to the surface of the Easement Property in connection with water storage, including storage of water in underground aquifers, that would be inconsistent with preservation of the Conservation Values of the Easement Property;

(ll) Water use that expands surface water diversion activities beyond that permitted or conducted on the Easement Property as of June 17, 2008 to the extent such use would be inconsistent with preservation of the Conservation Values of the Easement Property; except that Grantor reserves the right to relocate and use two existing surface diversions immediately upstream of the Easement Property, which consists of a weir and pipe, one on El Paso Creek and one on Tunis Creek, provided they are sited on the Easement Property in a manner consistent with preservation of the Conservation Values of the Easement Property;

(mm) Use of lead ammunition (except to the extent used by public law enforcement agencies for public safety purposes);

(nn) Installation, establishment or maintenance by Grantor or any third party under Grantor's control as of the effective date of the ESA Permit of any power generation, wind farms, or wind generation equipment including individual wind turbines or other power generation equipment, except where the location and the primary purpose of such equipment is to serve on-site electrical generation needs of uses allowed under Section 7(a) and (b) and if USFWS determines that such use is consistent with preservation of the Conservation Values of the Easement Property (for purposes of this paragraph (nn), a determination by USFWS that such use is consistent with preservation of the Conservation Values of the Easement Property shall include a determination that the device is of a design and in a location that would not pose any significant threat to any bird species identified in Recital H(5));

(oo) Construction or maintenance by Grantor or any third party under Grantor's control as of the effective date of the ESA permit of any new vertical communication or other utility structures, excluding flexible or small antennas (e.g., whip antennas) under 20 feet in height; provided, however, that TRC may request, and the USFWS, in its sole discretion, shall review and may approve the design and location of any vertical communication, or other utility structures;

(pp) Expansion of existing utilities by Grantor or any third party subject to Grantor's control as of the effective date of the ESA Permit or construction of any new utilities on the Easement Property by Grantor or any third party subject to Grantor's control as of the effective date of the ESA Permit, other than as allowed under (nn) and (oo); third-party utilities not under Grantor's control that maintain existing utilities, or wish to expand existing utilities or construct new utilities, on the Easement Property must independently comply with the ESA and other applicable laws);

(qq) Construction of new roads, or improvements to existing roads on the Easement Property, other than new roads or improvements to existing roads 1) required by local jurisdictional authorities to provide emergency vehicle or other similar access to the TMV Planning Area, 2) necessary to carry out ranch uses allowed under 7(a) or (b), 3) approved as part of an Additional Use authorized under Section 1, or 4) determined by USFWS to be consistent with preservation of the Conservation Values of the Easement Property; and

(rr) Vertical encroachments, i.e., development of structures into air space, except as authorized in Section 7(a) and (b) or as an Additional Use as authorized under Section 1.

6. Grantor's Duties. Grantor shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Conservation Values of the Easement Property. In addition, Grantor shall undertake all necessary actions to protect the rights of Grantee under Section 4 of this Conservation Easement.

7. Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Easement Property, including the right to engage in or to permit or invite others to engage in all uses of the Easement Property that are (i) not prohibited or limited by this Conservation Easement, (ii) are consistent with preservation of the Conservation Values of the Easement Property and (iii) are in conformance with all applicable laws, including the ESA. Section 7(a) and (b) is not an exhaustive list of reserved uses and there may be uses similar to those in 7(a) and (b) that are allowed pursuant to the Additional Use process in Section 1.

(a) Covered Activities. Grantor expressly reserves the right to perform, and allow to be performed, all covered activities that are authorized to be conducted within the Easement Property as set forth in the ESA Permit (as the ESA Permit may be amended over time) ("Covered Activities"); provided that upon termination of the ESA Permit, Grantor shall remain responsible for obtaining any state and federal authorizations necessary to carry out such Covered Activities, including any authorization required under the ESA. Covered Activities relevant to the Easement Property include:

(1) Livestock Grazing and Range Management Activities. Grantor retains the right to conduct livestock grazing and range management activities, including: breeding; grazing; calving; livestock movement; construction, operation and maintenance of livestock watering facilities, feeding areas, fences, and corrals, consistent with types and level of

historical grazing and ranch management practices on the Easement Property (up to 14,500 head of cattle, or equivalent animal units, are permitted on the TU MSHCP Mitigation Lands); repair, reconstruction and relocation of roads to accommodate historical grazing and ranch management practices on the Easement Property; and repair, maintenance or installation of Ranch management communication equipment (e.g., whip antennas) that are less than 20 feet high. Livestock grazing and range management activities shall be performed, or caused to be performed, in accordance with Best Management Practices established for such use in the Grazing Management Plan, RWMP, and the ESA Permit.

(2) Fuel Management. Grantor retains the right to conduct fuel management through grazing and additional fuel modification activities limited to maintaining fuel modification zones created by 1) existing roads and 2) through irrigation and/or vegetation clearing and mowing within 120 feet surrounding existing structures, (i.e., back country cabins allowed under Section 7(a)(8), ancillary ranch structures allowed under Section 7(a)(9) and existing structures allowed in Sections 7(b)(5), (6) and (7)) on the Easement Property. All fuel management activities shall be performed, or caused to be performed, in accordance with BMPs established for such use in the Fuel Management Plan and RWMP and terms of the ESA Permit.

(3) Monitoring and Management Activities. Grantor retains the right to conduct monitoring and management activities necessary to carry out identified mitigation and implement the goals and objectives for Covered Species included in the ESA Permit and, subject to USFWS review in accordance with the Additional Use process in Section 1, any future mitigation requirements related to the Easement Property; provided however, that such review is limited to the mitigation activity and not the activities for which mitigation is required. Such activities may include habitat restoration that includes temporary disturbance pending revegetation and related enhancements.

(4) Film Production. Subject to the prohibitions in Section 5(k) and (l), Grantor retains the right to use, and to permit other parties to use, the Easement Property for temporary film and photography-related uses, including but not limited to, the filming and staging of movies, television shows and commercials, photo shoots and still photography, and related uses in accordance with the requirements of the RWMP and the ESA Permit, and following the ESA Permit term, provided that all film production activities are conducted in a manner consistent with the RWMP and with preservation of the Conservation Values of the Easement Property. Filming activities generally consist of temporary on-scene activities such as the erection and dismantling of props; temporary installation of trailers and equipment for film crews; filming of on-camera action; catering; rehabilitation of disturbed areas; and the movement of film crews to and from locations.

(5) Passive Recreation. Grantor, for itself and its private invitees, retains the right to conduct non-commercial passive recreational activities ("Private Recreation"), including: walking; hiking; sightseeing; climbing; limited equestrian uses; non-motorized biking on roads or trails; bird/wildlife watching and other nature study; photography; picnics; astronomy; archery and target shooting; cross country snow skiing, snow shoeing, sledding; and fishing and boating, but shall not include overnight camping except by Grantor and its employees consistent with past practices or as may be allowed under a Public Access plan approved by Grantee and by USFWS under Section 4(c) and 4(f). In addition, Grantor shall have

the right to use, and to permit its invitees to use, the Easement Property for other (including commercial) recreational uses to the extent permitted in the Public Access Plan approved by Grantee and by USFWS under Section 4(c) and (f). All Private Recreation is subject to the requirements that it be conducted in a manner that is consistent with preservation of the Conservation Values of the Easement Property, which shall mean that, at minimum, the activity must be planned to avoid sensitive areas and known species occurrences and to require the use of existing roads for access where possible.

(6) Repair, Maintenance and Use of Roads. Grantor retains the right to use, repair and maintain existing roads in the Easement Property in accordance with the restrictions in Section 5.

(7) Maintenance and Construction of Utilities. With respect to aboveground and sub-surface utilities, Grantor retains the right to maintain or replace utilities in existence as of June 17, 2008, the date of the Ranch Agreement, throughout the Easement Property in their current locations and footprint size. Grantor also retains the right to construct an above-ground emergency water line immediately adjacent to the existing Ranch road that generally follows the southwest border of the Easement Property. Except for ancillary ranch uses as provided in 7(a)(9), Grantor is prohibited from expanding existing utilities or constructing new utilities on the Easement Property or allowing third parties under its control from doing so. Third-party utilities not under Grantor's control that maintain existing utilities, or wish to expand existing utilities or construct new utilities, on the Easement Property must independently comply with the ESA and other applicable laws.

(8) Back Country Cabins. Grantor retains the right to maintain and use the two back country cabins that currently exist on the Easement Property. The two existing back country cabins may be maintained, improved, repaired, replaced or reconstructed in their existing locations, within their existing footprints and without substantial increase in height. Additionally, the two cabins may be expanded, removed and constructed new in a different location within the Easement Property with the approval of Grantee and USFWS if USFWS determines that such activity is consistent with preservation of the Conservation Values of the Easement Property. No other back country cabins may be constructed on or relocated to the Easement Property. Power for relocated cabins must be undergrounded pursuant to Section 7(a)(9) or power may be generated on or near the cabin location so long as the USFWS reviews and approves the power generation or sources and provides a written determination that such activity is consistent with preservation of the Conservation Values of the Easement Property.

(9) Ancillary Ranch Structures. Grantor retains the right to preserve and maintain structures in existence as of the date of the Ranch Agreement, June 17, 2008, that support ranching activities, including squeezes, loading chutes, holding and feeding fields, corrals, branding traps, barns, sewage disposal facilities, livestock and wildlife watering facilities, and utilities serving ranch uses. Grantor additionally retains the right to maintain, expand existing, construct new, relocate or remove any ancillary ranch structures on the Easement Property provided that such activity is de minimis. De minimis activities means maintenance, expansion, construction, relocation, or removal of structures, including any squeezes, loading chutes, holding and feeding fields, corrals, catch pens, minor watering facilities (such as troughs), water distribution facilities, livestock and wildlife watering facilities,

branding traps, signs, and other, similar types of activities as necessary to support existing ranch uses as defined in the TU MSHCP at historical levels; de minimis activities shall not include construction or relocation of new barns, roads, watering facilities that are not minor (stock ponds and modifications of springs, ponds, and other natural water bodies are not considered minor), power transmission lines and other associated facilities, oil and gas pipelines and associated facilities and other, similar types of activities. The enlargement, expansion, or new construction of ancillary ranch structures (excluding back country cabins which area addressed in Section 7(a)(9)) in existing locations, within existing footprints, and without a substantial increase in height, also constitutes a de minimis activity; any other enlargement, expansion or new construction is not considered de minimis. Non-de minimis activities associated with ancillary ranch structures are allowed 1) if the activity is located in disturbed areas (e.g., undergrounding utilities in road rights of ways), or 2) following a meet and confer process with the Grantee and USFWS to insure that the activity associated with an ancillary ranch structure avoids or minimizes impacts to species identified in Recital H(5) and their habitats.

(10) Fencing. Grantor retains the right to maintain existing fences and construct and maintain new fencing, as required to support 1) existing ranch uses as defined in the TU MSHCP and 2) mitigation, enhancement or restoration, provided that new fencing may only be built to the extent that the new fencing, by design and location, would not unreasonably interfere with the movement, nesting, or foraging of, and would avoid known occurrences of, the Covered Species and any other ESA listed species, and provided further that any new fencing is in accordance with the ESA Permit, the BMPs established for such activities in the RWMP and preservation of the Conservation Values of the Easement Property.

(b) Additional Reserved Rights and Uses. Without limiting Section 7(a), Grantor reserves the right to perform, and to allow to be performed, the following activities on the Easement Property, provided Grantor obtains authorization under the ESA, if required, prior to the exercise of such activities and all such reserved rights and uses are carried out in a manner that is consistent with preservation of the Conservation Values of the Easement Property:

(1) All activities reasonably required to comply with (i) applicable laws, including the ESA; and (ii) any mitigation requirements imposed pursuant to any local, state or federal approval of development (a) covered by the ESA Permit provided that all such activities must be carried out in accordance with the ESA; or (b) on Tejon Ranch provided that all such activities must be carried out in accordance with the ESA and must be reviewed by USFWS in accordance with Additional Use process in Section 1, provided however, that such review is limited to the mitigation activity and not the activities for which mitigation is required. The initial preservation, protection or conservation of the biological and physical conditions on the Easement Property existing as of the effective date of the Permit may not be used to satisfy any such mitigation obligation imposed by the USFWS beyond the TU MSHCP (except that the USFWS acknowledges that other agencies may credit Grantee's preservation activities for mitigation imposed by such other agencies), and any restoration, enhancement or similar mitigation activities shall not result in unpermitted take or otherwise violate the ESA. For purposes of this paragraph, "mitigation" means conservation, preservation, monitoring, enhancement and restoration of land and natural resource values to mitigate the natural resource impacts of development covered by the ESA Permit or other development on Tejon Ranch.

(2) Subject to the requirements of Section 5.1.3 – 5.1.6 of the IA, all activities of third parties permitted under, and all activities of Grantor reasonably required to comply with its obligations under, any contract, lease or agreement in existence as of the effective date of the ESA Permit, including options that may be exercised without consent of Grantor ("Third Party Agreements"); provided, however, that nothing herein shall be construed or interpreted as authorizing such third party or Grantor activities under the ESA, and such third parties and Grantor, as applicable, remain liable for any violations of the ESA notwithstanding the existence of, or compliance with, such Third Party Agreement(s).

(3) Entering into, terminating, amending or modifying any Williamson Act Contract; provided however, that in no event shall any new Williamson Act Contract or amendment or modification of an existing Williamson Act Contract allow or require any use of the Easement Property not otherwise permitted in this Conservation Easement.

(4) Subject to Section 4(d) and Sections 5(jj), (kk) and (ll), use by Grantor of its rights to use surface or groundwater in a manner that is consistent with preservation of the Conservation Values of the Easement Property.

(5) Erecting, maintaining, repairing, modifying, replacing, or removing signs on the Easement Property, including, but not limited to, directional signs, signs denoting allowable uses, and signs used to control unauthorized entry or use of the Easement Property; provided, however, that Grantor shall not erect or permit the erection of any new billboard signs on the Easement Property and provided that the placement of any relocated signs is without a substantial increase in height, is in accordance with the ESA Permit, the ESA and the BMPs established for such activities in the RWMP and is consistent with preservation of the Conservation Values of the Easement Property.

(6) Subject to the restrictions in Section 5(p), the right to use, and to permit other parties to use, the Easement Property for the following wildlife management activities: creating, operating and maintaining commercial and non-commercial hunting programs, managing invasive mammal species such as wild pigs, non-consumptive wildlife viewing, security and patrolling and related uses. Grantor shall perform, or cause to be performed, all such activities in a manner consistent with preservation of the Conservation Values of the Easement Property. Grantor retains the right to expand existing, construct new, relocate or remove any incidental hunting facilities on the Easement Property that are or will be used in connection with this reserved right, provided that such activity is de minimis and is consistent with preservation of the Conservation Values of the Easement Property. De minimis activities means expansion, construction, relocation or removal of any sign-in boxes for permitted hunting activities, gun sighting boxes and other, similar types of activities on the Easement Property. Grantor shall require as part of its wildlife management prescriptions a permanent prohibition on the use of lead ammunition in connection with any permitted hunting on the Easement Property.

(7) The right to preserve, use, maintain, repair, improve, replace and/or reconstruct in its existing location, within its existing footprint and without a substantial increase in height the following existing structures on the Easement Property consisting of the McKenzie Cabin, Sandburg Lodge, and Winter's Homestead, provided that the structures may

not be used for habitation and provided that such activity is consistent with preservation of the Conservation Values of the Easement Property.

(8) The right to permit Native American tribes to continue traditional Native American tribal uses on those portions of the Easement Property being used by such tribes as of June 17, 2008, the date of the Ranch Agreement so long as such uses are carried out in conformance with applicable law.

8. USFWS and Applicable Grantee Rights and Obligations.

8.1 During the period that the ESA Permit remains in effect:

(a) USFWS shall have the right to access the Easement Property for the purpose of ensuring compliance with the ESA Permit, and laws and regulations applicable to the ESA Permit, and/or undertaking any activities that are necessary to protect the Covered Species and both USFWS and Grantee shall have the right of access to the Easement Property for the purpose of exercising their rights and obligations under the Conservation Easement. Except where specified below, such entry will occur under the following conditions: (i) at reasonable hours; (ii) in a manner consistent with the purpose of the entry, that minimizes any disruption of the Covered Activities or any other operation of Grantor or others who become covered by the ESA Permit; (iii) after provision of advance notice to Grantor; and (iv) with the opportunity for an agent or employee of Grantor to accompany Grantee's or USFWS's agent or employee. These conditions on entry will not apply in the following circumstances: (1) when the USFWS has reason to believe a Covered Species is at risk of injury or death and an immediate response is necessary; or (2) when the USFWS has reason to believe a violation of the ESA Permit, or laws or regulations applicable to the ESA Permit, has occurred or may be occurring which, in the USFWS's good-faith judgment, warrants immediate or noticeless access; or (3) entry, without consent, is otherwise for law enforcement purposes consistent with the Fourth Amendment to the Constitution; and, if USFWS exercises its right of entry pursuant to (1), USFWS will use its reasonable efforts to provide notice of its entry to Grantor within 48 hours after such an entry.

(b) USFWS shall have the right to enforce the ESA Permit and USFWS and Grantee shall have the right to enforce the terms of this Conservation Easement as set forth in Section 9.

(c) After issuance of the ESA Permit, USFWS shall have the right and obligation to review and approve the RWMP and Other Management Plans, including the Public Access Plan, and any revisions or amendments to such plans, excluding Integrated Pest Management Plan and revisions thereto, for which the USFWS shall have the right to review and comment, during the ESA Permit term in accordance with the terms of this section. The sole purpose of the USFWS's review of the RWMPs and/or Other Management Plans, including the Public Access Plan, and revisions or amendments thereto during the ESA Permit term is to ensure that with regard to the portions of those plans that address the Covered Lands, the plans comply with the ESA and are consistent with the ESA Permit, and this Conservation Easement. Within 90 days of receipt of each plan, the USFWS shall use its reasonable efforts to review and either approve or request modifications to the plan, and with regard to the Integrated Pest Management Plan, to review and comment on, and recommend any appropriate modifications to,

the plan. In the case of undisputed requested modifications, Grantee and Grantor shall revise the affected plan within 120 days of receipt of written notice of the requested modifications. In the event of a disagreement over the contents of the affected plan or disputed requested modification, the parties shall sever the disputed portion of the plan, and the parties shall meet to resolve the issues and may utilize the informal dispute resolution process set forth in the IA Section 12.3.1. With the exception of the integrated pest management plan, Grantor and Grantee shall revise the affected plan, to incorporate changes identified by USFWS within 120 days after completion of discussions among USFWS, Grantor and Grantee, including completion of the informal dispute resolution process, if such process is utilized by the parties. With regard to the integrated pest management plan, Permitte may incorporate changes recommended by USFWS. For the undisputed portions of the affected plan, USFWS shall issue approval of the remainder of the plan, other than the Integrated Pest Management Plan, and the Grantee and Grantor shall implement such changes within 120 days of the written notice of approval. Additionally, until such time as the RWMP, or any of the Other Management Plans, is submitted to the USFWS, management of the Easement Property shall be consistent with the terms of the ESA Permit and this Conservation Easement, and in the event of any conflict between the existing Interim RWMP (which was approved by Grantee in 2009 consistent with the Ranch Agreement) and the ESA Permit or this Conservation Easement, the terms of the ESA Permit and this Conservation Easement shall control. Neither Grantee nor Grantor shall perform, or allow a third party subject such Party's control, to perform any action or activity on the Easement Property pursuant to the Ranch Agreement or the Ranch Agreement CE, if the USFWS has provided notice that such action or activity is contrary to the ESA Permit, this Conservation Easement, or the ESA.

8.2 Following the expiration of the ESA Permit:

(a) USFWS and Grantee shall have the right to access the Easement Property in the manner set forth in Section 8.1(a) above;

(b) USFWS shall have the right to enforce the ESA and USFWS and Grantee shall have the right to enforce the terms of this Conservation Easement as set forth in Section 9 below;

(c) USFWS shall have the right to review and approve all Public Access Plans, including revisions thereto, developed after expiration of the Permit, and the right to review and comment on the RWMP and Other Management Plans (other than Public Access Plans), including revisions thereto, developed after the expiration of the Permits, until or unless the USFWS determines that its review of the such plans (including the Public Access Plan) is no longer warranted. The sole purpose of the USFWS's review of the RWMPs and/or Other Management Plans (including the Public Access Plan), including revisions to such plans, after the ESA Permit term is to ensure that with regard to the portions of those plans that address the Covered Lands, the plans comply with the ESA and are consistent with the Conservation Easement. With respect to the RWMP and Other Management Plans (except the Public Access Plan), the USFWS shall notify the Grantor and Grantee in the event that an RWMP or Other Management Plan (other than Public Access Plan), including revisions to such plans, would result in any non-compliance with the ESA or this Conservation Easement. With respect to the Public Access Plan, the USFWS may either approve or request modifications to the plan. In the case of undisputed requested modification(s), Grantee and Grantor shall revise the affected plan

within 120 days of receipt of written notice of the requested modification(s). In the event of a disagreement over the contents of the plan or disputed requested modification, the parties shall sever the disputed portion of the affected plan, and the parties shall meet to resolve the issues and may utilize the informal dispute resolution process set forth in the IA Section 12.3.1. Grantor and Grantee shall revise the affected plan to incorporate changes identified by USFWS within 120 days after completion of discussions among USFWS, Grantor and Grantee, including completion of the informal dispute resolution process, if such process is utilized by the parties. For the undisputed portions of the plan, USFWS shall issue approval of the remainder of the affected plan and the Grantee and Grantor shall implement such changes within 120 days of the written notice of approval. Notwithstanding the foregoing review and approval rights with respect to Public Access Plans, and review and comment rights with respect to the RWMP and Other Management Plans (other than Public Access Plans), (i) with respect to any Public Access Plan, if USFWS has not provided written determination of either approval or non-compliance/disapproval (and to the extent of non-compliance or disapproval only for the foregoing reasons) within 135 days of receipt thereof, or (ii) with respect to any RWMP or Other Management Plans (other than Public Access Plans), to the extent USFWS has not provided written comments (and in such case, only with respect to the reasons above stated) within 135 days of receipt thereof, USFWS shall be deemed to have waived its right of approval of a Public Access Plan or comment on a RWMP or Other Management Plans under this Conservation Easement. Approval or waiver by USFWS of its right of approval of a Public Access Plan and comment by or waiver by USFWS of its right to comment on a RWMP or Other Management Plans shall not relieve Grantor or Grantee of their independent duty to comply with the ESA and this Conservation Easement with respect to any Public Access Plan or RWMP or Other Management Plans and shall not preclude USFWS from taking action to enforce the ESA or this Conservation Easement. Neither Grantee nor Grantor shall perform, or allow a third party subject to Grantee or Grantor's control, to perform any action or activity on the Easement Property pursuant to the Ranch Agreement or the Ranch Agreement CE, if the USFWS has provided notice that such action or activity is not allowed under the ESA, the ESA Permit, or this Conservation Easement.

9. Remedies. USFWS as a third party beneficiary of the Conservation Easement, shall have the same rights as Grantee under this section to enforce the terms of this Conservation Easement. Grantee's rights under this section relate solely to the provisions of this Conservation Easement and are independent of and shall not affect Grantee's rights or obligations under the Ranch Agreement CE, except as provided in Sections 9.5 and 11.2(c).

(a) If Grantee or USFWS determines that a violation of the terms of this Conservation Easement has occurred or is threatened, Grantee or USFWS shall give written notice to Grantor of such violation, and demand in writing the cure of such violation. At the time of giving any such notice, the noticing party shall provide copies of the notice to all parties. To the extent reasonably practicable, within fourteen (14) days after delivery of such notice, Grantor and Grantee and/or USFWS, as the case may be, shall meet at a location that the parties agree upon to discuss the circumstances of the alleged or threatened violation and to attempt to agree on appropriate corrective action. If Grantor and Grantee and/or USFWS, as the case may be, are unable to agree on appropriate corrective action within thirty (30) days after such meeting, then Grantee and/or USFWS, as the case may be, shall deliver a further written notice to Grantor to demand reasonable, particular corrective action to cure the violation.

(b) If Grantor fails to cure the violation within thirty (30) days after receipt of such written notice and demand from Grantee and/or USFWS, or if the cure reasonably requires more than thirty (30) days to complete and Grantor fails to begin the cure within the thirty (30)-day period or fails to continue diligently to complete the cure, Grantee or USFWS may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to recover any damages to which Grantee or USFWS may be entitled for violation of the terms of this Conservation Easement or for any injury to the Conservation Values of the Easement Property, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies, or for other equitable relief, including, but not limited to, the restoration of the Easement Property to the condition in which it existed prior to any such violation or injury.

(c) Without limiting Grantor's liability therefore, Grantee shall apply any damages recovered to the cost of undertaking any corrective action on the Easement Property.

(d) If Grantee or USFWS, in its reasonable discretion, determines that circumstances require immediate action to prevent or mitigate damage to the Conservation Values of the Easement Property, Grantee or USFWS may pursue its remedies under this Section 9 without prior notice to Grantor or without waiting for the period provided for cure to expire.

(e) Grantee's and USFWS's rights under this section apply equally to actual or threatened violations of the terms of this Conservation Easement.

(f) Grantor agrees that Grantee's and USFWS's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee and USFWS shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee and USFWS may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

(g) Grantee's and USFWS's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in Civil Code Section 815, *et seq.*, inclusive and all civil or criminal penalties and remedies provided under the ESA .

(h) The failure of Grantee or USFWS to discover a violation or to take immediate legal action shall not bar Grantee or USFWS from taking such action at a later time.

9.1 Costs of Enforcement. Any costs incurred by Grantee or USFWS where Grantee or USFWS is the prevailing party, in enforcing the terms of this Conservation Easement against Grantor, including but not limited to costs of suit and attorneys' and experts' fees, and any costs of restoration necessitated by Grantor's breach of this Conservation Easement, shall be borne by Grantor.

9.2 Discretion. Enforcement of the terms of this Conservation Easement by Grantee or USFWS shall be at the discretion of the Grantee or USFWS, and any forbearance by Grantee or USFWS to exercise its rights under this Conservation Easement in the event of any breach of

any term of this Conservation Easement shall not be deemed or construed to be a waiver by Grantee or USFWS of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of Grantee's or USFWS's rights under this Conservation Easement. No delay or omission by Grantee or USFWS in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

9.3 Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee or USFWS to bring any action against Grantor for any injury to or change in the Easement Property resulting from (i) any natural cause beyond Grantor's control, including, but not limited to, fire, flood, storm, and earth movement, or any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Easement Property resulting from such causes; (ii) acts by Grantee or its employees, or the USFWS or its employees; (iii) trespass or other acts by unrelated third parties that Grantor does not knowingly allow, provided Grantor has taken all reasonable steps to prevent and remove trespass; or (iv) any action taken by Grantor in a good faith effort to prevent, abate, or mitigate injury to the Easement Property resulting from the foregoing causes. Notwithstanding the above, Grantor remains obligated to implement the relevant responses to "Changed Circumstances" as defined in and as required by the ESA Permit.

9.4 Third Party Beneficiary Right of Enforcement. All rights conveyed to Grantee under this Conservation Easement shall extend to and are enforceable by the USFWS, the third party beneficiary specified in Section 15(o). These rights are in addition to, and do not alter or restrict, the rights of enforcement under the ESA Permit and the ESA. USFWS is not a third party beneficiary of, or party to, and has no rights or obligations under, the Ranch Agreement CE.

9.5. Consistency. Subject to Section 15(b)(ii), Grantee will use reasonable efforts to exercise its rights and obligations under both this Conservation Easement and the Ranch Agreement CE in a consistent manner.

10. Enforcement by Grantor. Grantor, any Successor Grantors (as defined below), and their successors, shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants and reservations, now or hereafter imposed by the provisions of this Conservation Easement or any amendment thereto, including the right to specific enforcement and otherwise to prevent the violation of any such restrictions, conditions, covenants or conditions; provided, however, that Grantor shall not have the right to terminate this Conservation Easement.

11. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Easement Property; and (ii) Grantor agrees that Grantee and USFWS shall not have any duty or responsibility under this Conservation Easement for the operation, upkeep or maintenance of the Easement Property, the monitoring of hazardous conditions thereon, or the protection of Grantor, the public or any third parties from risks relating to conditions on the Easement Property. Notwithstanding the foregoing provisions of this Section 11, Grantee shall be responsible, and shall bear all costs and liabilities as otherwise provided in the Ranch Agreement CE (including, without limitation, activities related to Public Access and Grantee Conservation Activities).

Grantor shall be solely responsible for obtaining any applicable governmental permits and approvals for any activity or use permitted by this Conservation Easement that is undertaken by Grantor or under Grantor's authority, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders and requirements. Grantee shall be responsible for obtaining any applicable governmental permits and approvals for any Grantee activity or use permitted by this Conservation Easement (including without limitation Public Access and Grantee Conservation Activities) that is undertaken by Grantee, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders and requirements. Grantor shall not impede any effort by Grantee to obtain applicable governmental permits and approvals for such permitted activities and uses.

11.1 Taxes; No Liens. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Easement Property by competent authority (collectively "Taxes"), including any taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee and USFWS with satisfactory evidence of payment upon request. Notwithstanding the foregoing, if any such Taxes are levied against Grantor or the Easement Property (or if the assessed value thereof is increased) as a result of any activities of Grantee on the Easement Property, including, but not limited to, any Public Access or Conservation Activity, then Grantee shall, upon demand, repay to Grantor the amount so paid. Further, nothing in this Section 11.1 shall be interpreted to obligate Grantor, and Grantee shall remain responsible, to pay any Taxes owed by Grantee as a result of a voluntary or involuntary transfer of Grantee's interests under this Conservation Easement. Grantor shall keep the Easement Property free from any liens, including those arising out of any obligations incurred by Grantor for any labor or materials furnished or alleged to have been furnished to or for Grantor at or for use on the Property.

11.2 Hold Harmless.

(a) Grantor shall hold harmless, protect and indemnify Grantee and USFWS and their respective employees, agents, contractors, and representatives, successors and assigns (each a "Grantee Indemnified Party" or "USFWS Indemnified Party", as applicable) from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with this Conservation Easement to the extent permitted by state and/or federal law except to the extent caused by the negligence or willful misconduct of Grantee or USFWS, or a Grantee Indemnified Party or USFWS Indemnified Party and, as to Grantee only, except to the extent arising from Grantee's management of Public Access or Grantee Conservation Activities.

(b) Grantor's hold harmless, release and indemnification obligations to Grantee arising out of the Ranch Agreement CE, including obligations relating to Public Access or Grantee Conservation Activities, consist solely of those prescribed in the Ranch Agreement CE.

(c) In order to promote efficient resolution of Claims, including consolidation of Claims where appropriate, and in order to avoid double recovery for Claims under the indemnity provisions of this Conservation Easement and the Ranch Agreement CE, but in any event subject to Section 15(b)(ii), Grantee shall use reasonable efforts to coordinate its Claims for indemnity under this Section 11.2 with its claims for indemnity under the Ranch Agreement CE.

11.3 Extinguishment. If circumstances arise in the future that render the purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction. Grantor shall provide written notice to Grantee and USFWS at least 45 days prior to taking any action to extinguish this Conservation Easement and prior to extinguishment shall provide a conservation easement at an alternative site to Grantee, or another entity or organization authorized to acquire and hold conservation easements under California Civil Code Section 815.3 (or any successor provision then applicable) or the laws of the United States, that has been approved in writing by USFWS, or shall provide alternative mitigation acceptable to USFWS and determined in writing by USFWS to be adequate to mitigate for the impacts to the Covered Species under the ESA Permit. No such extinguishment shall affect the value of Grantee's interest in the Easement Property, and if the Easement Property, or any interest therein, is sold, exchanged, or taken after such extinguishment, Grantee shall be entitled to receive its pro-rata share of the proceeds of such sale, exchange or taking. The amount of the compensation to which Grantee shall be entitled from any sale, exchange, or taking of all or any portion of the Easement Property subsequent to such extinguishment shall be based on the respective fair market values of the interests of Grantee and Grantor extinguished as determined in the judicial extinguishment proceedings, and Grantee shall use any proceeds received in a manner determined in writing by USFWS to be consistent with the conservation purposes of this Conservation Easement and Grantor's mitigation obligations under the ESA Permit.

11.4 Condemnation. Grantor shall immediately notify Grantee and the USFWS in writing of any action to condemn this Conservation Easement. The purposes of this Conservation Easement are presumed to be the best and most necessary public use as defined at Code of Civil Procedure Section 1240.680. Grantee shall use any proceeds received from condemnation of the Easement Property in a manner determined by USFWS to be consistent with the conservation purposes of the Conservation Easement and Grantor's mitigation obligations under the ESA Permit.

12. Transfer of Easement. This Conservation Easement may only be assigned or transferred by Grantee in compliance with the Ranch Agreement CE and with the written approval of the USFWS, which approval shall not be unreasonably withheld or delayed. Grantee shall give USFWS at least ninety (90) days prior written notice of the proposed transfer. In particular, approval of any assignment may be withheld in the reasonable discretion of the USFWS if the transfer will result in a single owner holding both the Conservation Easement and the fee title to the Easement Property and, upon such transfer, the doctrine of merger would apply to extinguish the Conservation Easement by operation of law, unless prior to the assignment or transfer, an alternative mechanism deemed acceptable in writing by USFWS to achieve the purposes of this Conservation Easement following such merger has been provided for. Grantee may assign this Conservation Easement only to another entity or organization

authorized to acquire and hold conservation easements pursuant to Civil Code Section 815.3 (or any successor provision then applicable) or the laws of the United States and determined to be acceptable in writing by USFWS. Grantee shall require the assignee to record the assignment in the county where the Easement Property is located. The failure of Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforcement.

13. Transfer of Easement Property. Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Easement Property, including, without limitation, a leasehold interest. Grantor agrees that the deed or other legal instrument shall also incorporate by reference, applicable provisions of the ESA Permit and any amendments thereto. Grantor further agrees to give written notice to Grantee and the USFWS of the intent to transfer any interest at least thirty (30) days prior to the date of such transfer. Grantee or USFWS shall have the right to prevent subsequent transfers in which prospective subsequent claimants or transferees are not given notice of the covenants, terms, conditions and restrictions of this Conservation Easement, including the exhibits and documents incorporated by reference in it. If Grantor proposes to transfer fee title to the Easement Property to the then Grantee of this Conservation Easement, and if the doctrine of merger would apply and extinguish the Conservation Easement by operation of law upon such transfer, then the transfer shall be subject to the prior written approval of the USFWS, which approval shall not be unreasonably withheld or delayed. Approval of any such transfer to the Grantee may be withheld in the reasonable discretion of the USFWS unless, prior to the transfer, an alternative mechanism acceptable to the USFWS to achieve the purposes of this Conservation Easement following such merger has been provided for. Upon the recordation of such writing accepting such assignment and assuming such duties, such assignee (the "Successor Grantor"), to the extent of such assignment, shall have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Grantor herein and Grantor shall be released and relieved of such rights and obligations; provided that notwithstanding any such assignment or transfer, Grantor shall remain liable to perform and fund its obligations under the ESA Permit until and unless an assignment of the Permits and release of Grantor's obligations thereunder is approved in writing by the USFWS. The failure of Grantor, Grantee, or the USFWS to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way. This Section 13 shall not apply to a transfer of property pursuant to, or in lieu of, a condemnation of the Easement Property or any portion thereof; however, Grantor agrees to give written notice to Grantee and the USFWS of such transfer at least thirty (30) days prior to the date of such transfer.

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

To Grantor: Tejon Ranchcorp
P.O. Box 1000
Lebec, CA 93243
Attn: General Counsel

And	Tejon Ranchcorp P.O. Box 1000 Lebec, CA 93243 Attn: CEO
Overnight mail address:	4436 Lebec Road Lebec, CA 93243 Attn: General Counsel
To Grantee:	The Tejon Ranch Conservancy P.O. Box 216 Frazier Park, CA 93225
To: USFWS:	United States Fish and Wildlife Service Ventura Fish and Wildlife Office 2493 Portola Road, Suite B Ventura, CA 93003

or to such other address as Grantor, Grantee, or the USFWS may designate by written notice to the other Parties. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class mail, five (5) days after deposit into the United States mail.

15. General Provisions.

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

(b) Construction and Conflicts.

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

(ii) The Ranch Agreement CE requires that the form of any conservation easement required under the Ranch Agreement be generally consistent with the form Ranch Agreement CE. The Ranch Agreement also provides that to the extent one or more resource agencies require the use of a form of easement other than the Ranch Agreement CE, the form of conservation easement required by the resource agencies shall control. The Ranch Agreement CE and this Conservation Easement both grant an easement over the Easement Property to Grantee, and are generally consistent, although each conservation easement contains certain additional and/or different terms and conditions. In order to avoid any conflict between the two

conservation easements, Grantor, Grantee and USFWS have agreed that in the event of a conflict between the terms of the Ranch Agreement CE and this Conservation Easement, and irrespective of which conservation easement is recorded first, the terms of this Conservation Easement are intended to, and shall be deemed to, control; provided, however, that the preceding sentence shall not be deemed to modify or affect, in any manner, the terms and conditions of the Ranch Agreement CE to the extent such terms and conditions are not covered by, or do not directly conflict with the terms of this Conservation Easement.

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

(d) Entire Agreement. This instrument, including the ESA Permit, incorporated herein by this reference, sets forth the entire agreement of the Parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with Section 15(n).

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

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

(g) Covenant Running with the Land. This Conservation Easement and covenants contained herein are (i) imposed upon the Easement Property, (ii) shall run with and against the same and shall be a charge and burden thereon for the benefit of Grantee and/or the current holder of this Conservation Easement and the USFWS and (iii) are perpetual and irrevocable.

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

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

(j) No Hazardous Materials Liability. Except as disclosed in any Phase 1 report provided to the Grantee prior to the recordation of this Conservation Easement, Grantor represents and warrants that it has no knowledge or notice of any Hazardous Materials (defined below) or underground storage tanks existing, generated, treated, stored, used, released, disposed

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

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

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

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

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

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

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

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

(2) Without limiting the obligations of Grantor under Section 11.2(a), Grantor hereby releases and agrees to indemnify, protect and hold harmless the USFWS and each USFWS Indemnified Party (defined in Section 11) from and against any and all Claims (as defined in Section 11) arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, or otherwise associated with the Easement Property at any time, except any Hazardous Materials placed, disposed, or released by the USFWS or a USFWS Indemnified Party. This release and indemnification includes, without limitation, Claims for (i) injury to or death of any person or physical damage to any property; and (ii) the violation or alleged violation of, or other failure to comply with, any Environmental Laws (defined below).

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

(3) Grantor's Hazardous Materials release, indemnification and hold harmless obligations to Grantee consist solely of those prescribed in the Ranch Agreement CE.

(k) Warranty. Grantor represents and warrants that there are no outstanding mortgages or liens in the Easement Property that have not been expressly subordinated to this Conservation Easement, and that the Easement Property is not subject to any other conservation easement.

(1) Additional Easements. Except for the Ranch Agreement CE described in Recital E, Grantor shall not grant any additional easements, rights of way or other similar interests in the Easement Property (other than a security interest that is subordinate to this Conservation Easement), without first obtaining the written consent of Grantee and the USFWS, except that written consent is not required for additional conservation easements required as mitigation on the Easement Property approved through Section 7(b)(1) or where such easement is required for another agency to credit preservation (rather than enhancement) of the Easement Property to Grantor. Grantee or the USFWS may only withhold such consent if it reasonably determines that the proposed interest or transfer is inconsistent with ESA Permit or the purposes of this Conservation Easement or will impair or interfere with the Conservation Values of the Easement Property. This Section 15(1) shall not prohibit transfer of a fee or leasehold interest in the Easement Property that is subject to this Conservation Easement and complies with Section 13. Further, this Section 15(1) shall not prohibit the grant of an easement in connection with a project which involves the transfer of land by Grantor pursuant to, or in lieu of, a condemnation of the Easement Property or any portion thereof. In the event of a conflict between this Conservation Easement and any additional conservation easement that may be recorded on the Easement Property, the terms of this Conservation Easement shall control.

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

(n) Amendment; Inconsistency. Except as expressly hereinafter provided, this Conservation Easement may be modified only by written instrument executed by the record owners of the property encumbered hereby, the then-holder of this Conservation Easement, and only if such modification is approved in advance in writing by the USFWS and, in each event, provided that such modification is otherwise consistent with the terms, policies and goals hereof, and the ESA Permit.

(o) Third-Party Beneficiary. Grantor and Grantee acknowledge that the USFWS shall be deemed, and is hereby, a third party beneficiary of this Conservation Easement

with a right of access to the Easement Property as specified in Section 8, and the right to enforce the terms and provisions hereof, as specified in Sections 8 and 9. In addition, Grantor and Grantee acknowledge and agree that USFWS is expressly granted certain additional rights under this Conservation Easement including, but not limited to, prior written notice of certain specified actions and a right of approval of certain specified actions.

(p) No Public Gift/Dedication. Nothing in this Conservation Easement shall be deemed to be a gift or dedication of any portion of the Easement Property for use by the general public, and in no event shall any third party acquire any prescriptive rights in or over the Easement Property.

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

GRANTOR:	GRANTEE:
BY:_____	BY:_____
NAME:_____	NAME:_____
TITLE:_____	TITLE:_____
DATE:_____	DATE:_____

PLEASE NOTE:
The following Conservation Easement Deed form is the multi-agency Project Delivery Team standardized template document for Mitigation and Conservation Banks in California, as modified to address permit-required conservation easements.
(Template Version Date: March 2010)

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

[***Fill in Grantee Name/Address***]
Grantee Name
Grantee Address
City, State ZIP
Attn:_____

_____
Space Above Line for Recorder's Use Only

CONSERVATION EASEMENT DEED
[*Insert Easement Name*]

THIS CONSERVATION EASEMENT DEED ("Conservation Easement") is made as of the _____ day of _____, 20____, by [***insert full legal name(s) of Grantor:*** _____] ("Grantor"), in favor of [***insert Grantee's full legal name:*** _____] [***if CDFG is Grantee insert:*** the State of California] ("Grantee"), with reference to the following facts:

RECITALS

A. Grantor is the sole owner in fee simple of certain real property containing approximately _____ acres, located in the City of [***insert City name***], County of [***insert County name***], State of California, and designated Assessor's Parcel Number(s) [***insert Assessor's Parcel Number(s)***] (the "Easement Property"). The Easement Property is legally described and depicted in **Exhibit A** attached to this Conservation Easement and incorporated in it by this reference.

B. The Easement Property possesses wildlife and habitat values of great importance to Grantee, the people of the State of California and the people of the United States. The Easement Property will provide high quality natural, restored and/or enhanced habitat for [***specify listed and sensitive plant and/or animal species***] and contain [***list habitats; native and/or non-native***], [***include the following phrase only if there are jurisdictional wetlands:*** and restored, created, enhanced and/or preserved jurisdictional waters of the United States]. Individually and collectively, these wildlife and habitat values comprise the "Conservation Values" of the Easement Property.

C. The California Department of Fish and Game ("CDFG") has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants and the habitat necessary for biologically sustainable populations of these species pursuant to California Fish and Game Code Section 1802. CDFG is authorized to hold easements for these purposes pursuant to California Civil Code Section 815.3, Fish and Game Code Section 1348, and other provisions of California law.

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

E. [***Remove/modify this recital as appropriate***]. The U.S. Environmental Protection Agency ("USEPA") and U.S. Army Corps of Engineers ("USACE") have jurisdiction over waters of the United States pursuant to the federal Clean Water Act, 33 U.S.C. Section 1251, *et seq.*

F. [***Use this version of Recital F when qualified nonprofit organization is Grantee***]. Grantee is authorized to hold this conservation easement pursuant to California Civil Code Section 815.3 and Government Code Section 65965. Specifically, Grantee is (i) a tax-exempt nonprofit organization qualified under section 501(c) (3) of the Internal Revenue Code of 1986, as amended, and qualified to do business in California; (ii) a "qualified organization" as defined in section 170(h) (3) of the Internal Revenue Code; 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.

[***Use this version of Recital F when governmental entity is Grantee***]. Grantee is authorized to hold this conservation easement pursuant to California Civil Code Section 815.3. Specifically, Grantee is a governmental entity identified in Civil Code Section 815.3 (b) and otherwise authorized to acquire and hold title to real property.

G. [***Modify this recital as appropriate***] This Conservation Easement is granted pursuant to the [***insert the appropriate term:*** Permit[s] from [***insert agency as relevant***]. [***Remove reference to any agency that is not a party*** **]** CDFG, USFWS, USACE, and USEPA are together referred to in this Conservation Easement as the "Signatory Agencies".

A final, approved copy of the Permit[s] and the Management Plan, and any amendments thereto approved by the Signatory Agencies, shall be kept on file at the respective offices of the Signatory Agencies. If Grantor, or any successor or assign, requires an official copy of the Permit[s] or the Management Plan, it should request a copy from one of the Signatory Agencies at its address for notices listed in Section 12 of this Conservation Easement.

The Permit[s] and the Management Plan are incorporated by this reference into this

Conservation Easement as if fully set forth herein.

H. All section numbers referred to in this Conservation Easement are references to sections within this Conservation Easement, unless otherwise indicated.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

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

1. Purposes.

The purposes of this Conservation Easement are to ensure that the Easement Property will be retained forever in its natural, restored, or enhanced condition as contemplated by the Permit[s] and the Management Plan, and to prevent any use of the Easement Property that will impair or interfere with the Conservation Values of the Easement Property. Grantor intends that this Conservation Easement will confine the use of the Easement Property to activities that are consistent with such purposes, including, without limitation, those involving the preservation, restoration and enhancement of native species and their habitats implemented in accordance with the Permit[s] and the Management Plan.

2. Grantee's Rights.

To accomplish the purposes of this Conservation Easement, Grantor hereby grants and conveys the following rights to Grantee:

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

(b) To enter the Easement Property at reasonable times, in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement, the Permit[s] and the Management Plan and to implement at Grantee's sole discretion the Permit[s] and Management Plan activities that have not been implemented, provided that Grantee shall not unreasonably interfere with Grantor's authorized use and quiet enjoyment of the Easement Property.

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

(d) To require that all mineral, air and water rights as Grantee deems necessary to preserve and protect the biological resources and Conservation Values of the Easement Property shall remain a part of and be put to beneficial use upon the Easement Property, consistent with the purposes of this Conservation Easement.

(e) All present and future development rights appurtenant to, allocated,

implied, reserved or inherent in the Easement Property; such rights are hereby terminated and extinguished, and may not be used on or transferred to any portion of the Easement Property, nor any other property adjacent or otherwise.

3. Prohibited Uses.

Any activity on or use of the Easement Property that is inconsistent with the purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following uses and activities by Grantor, Grantor's agents, and third parties are expressly prohibited:

(a) Unseasonable watering; use of fertilizers, pesticides, biocides, herbicides or other agricultural chemicals; weed abatement activities; incompatible fire protection activities; and any and all other activities and uses which may impair or interfere with the purposes of this Conservation Easement, except for [***insert specific exception(s)***] as specifically provided in the [***specify:*** Permit[s] ***or*** Management Plan].

(b) Use of off-road vehicles and use of any other motorized vehicles except on existing roadways, except for [***insert specific exception(s)***] as specifically provided in the [***specify:*** Permit[s] ***or*** Management Plan].

(c) Agricultural activity of any kind except grazing for vegetation management as specifically provided in the [***specify:*** Permit[s] ***or*** Management Plan].

(d) Recreational activities, including, but not limited to, horseback riding, biking, hunting or fishing except for personal, non-commercial, recreational activities of the Grantor, so long as such activities are consistent with the purposes of this Conservation Easement and specifically provided for in the Permit[s] or Management Plan.

(e) Commercial, industrial, residential, or institutional uses.

(f) Any legal or de facto division, subdivision or partitioning of the Easement Property.

(g) Construction, reconstruction, erecting or placement of any building, billboard or sign, or any other structure or improvement of any kind, except for [***insert specific exception(s)***] as specifically provided in the [***specify:*** Permit[s] ***or*** Management Plan].

(h) Depositing or accumulation of soil, trash, ashes, refuse, waste, bio-solids or any other materials.

(i) Planting, introduction or dispersal of non-native or exotic plant or animal species.

(j) Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extracting minerals, loam, soil, sand, gravel, rock or other material on or below the surface of the Easement Property, or granting or authorizing surface entry for any of these purposes.

(k) Altering the surface or general topography of the Easement Property, including but not limited to any alterations to habitat, building roads or trails, paving or otherwise covering the Easement Property with concrete, asphalt or any other impervious material except for those habitat management activities specified in the Permit[s] or Management Plan.

(l) Removing, destroying, or cutting of trees, shrubs or other vegetation, except as required by law for (i) fire breaks, (ii) maintenance of existing foot trails or roads, or (iii) prevention or treatment of disease; and except for [***insert specific exception(s)***] as specifically provided in the [***specify:*** Permit[s] ***or*** Management Plan].

(m) Manipulating, impounding or altering any natural water course, body of water or water circulation on the Easement Property, and any activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters, except for [***insert specific exception(s)***] as specifically provided in the [***specify:*** Permit[s] ***or*** Management Plan].

(n) Without the prior written consent of Grantee, which Grantee may withhold, transferring, encumbering, selling, leasing, or otherwise separating the mineral, air or water rights for the Easement Property; changing the place or purpose of use of the water rights; abandoning or allowing the abandonment of, by action or inaction, any water or water rights, ditch or ditch rights, spring rights, reservoir or storage rights, wells, ground water rights, or other rights in and to the use of water historically used on or otherwise appurtenant to the Easement Property, including but not limited to: (i) riparian water rights; (ii) appropriative water rights; (iii) rights to waters which are secured under contract with any irrigation or water district, to the extent such waters are customarily applied to the Easement Property; and (iv) any water from wells that are in existence or may be constructed in the future on the Easement Property.

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

4. Grantee's Duties.

(a) To ensure that the purposes of this Conservation Easement as described in Section 1 are being accomplished, Grantee and its successors and assigns shall:

(1) Perform, at a minimum on an annual basis, compliance monitoring inspections of the Easement Property; and

(2) Prepare reports on the results of the compliance monitoring inspections, and provide these reports to the Signatory Agencies on an annual basis.

(b) In the event that the Grantee's interest in this easement is held by, reverts to, or is transferred to the State of California, Section 4(a) shall not apply.

5. Grantor's Duties.

Grantor shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Conservation Values of the Easement Property or that are otherwise inconsistent with this Conservation Easement. In addition, Grantor shall undertake all necessary actions to perfect and defend Grantee's rights under Section 2 of this Conservation Easement, and to observe and carry out the obligations of Grantor under the Permit[s] and the Management Plan.

6. Reserved Rights.

Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from Grantor's ownership of the Easement Property, including the right to engage in or permit or invite others to engage in all uses of the Easement Property that are not prohibited or limited by, and are consistent with the purposes of, this Conservation Easement.

7. Grantee's Remedies.

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

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

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

discover a violation or to take immediate legal action shall not bar Grantee from taking such action at a later time.

(a) Costs of Enforcement.

All costs incurred by Grantee, where Grantee is the prevailing party, in enforcing the terms of this Conservation Easement against Grantor, including, but not limited to, costs of suit and attorneys' and experts' fees, and any costs of restoration necessitated by negligence or breach of this Conservation Easement, shall be borne by Grantor.

(b) Grantee's Discretion.

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

(c) Acts Beyond Grantor's Control.

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

(d) Enforcement; Standing.

All rights and remedies conveyed to Grantee under this Conservation Easement shall extend to and are enforceable by [***insert if State of California is Grantee:*** CDFG and] the Third-Party Beneficiaries (as defined in Section 14(m)). These enforcement rights are in addition to, and do not limit, the rights of enforcement under the Permit[s] or the Management Plan. If at any time in the future Grantor uses, allows the use, or threatens to use or allow use of, the Easement Property for any purpose that is inconsistent with or in violation of this Conservation Easement then, despite the provisions of California Civil Code Section 815.7, the California Attorney General and the Third-Party Beneficiaries each has standing as an interested party in any proceeding affecting this Conservation Easement.

(e) Notice of Conflict.

If Grantor receives a Notice of Violation from Grantee or a Third-Party Beneficiary with which it is impossible for Grantor to comply consistent with any prior uncured Notice(s) of Violation, Grantor shall give written notice of the conflict (hereinafter "Notice of Conflict") to the Grantee and Third-Party Beneficiaries. In order to be a valid, a Notice of Conflict shall be given within fifteen (15) days of the date Grantor receives a conflicting Notice of Violation, shall include copies of the conflicting Notices of Violation, and shall describe the conflict with specificity, including how the conflict makes compliance with the uncured Notice(s) of Violation impossible. Upon issuing a valid Notice of Conflict, Grantor shall not be

required to comply with the conflicting Notices of Violation until such time as the entity or entities issuing said conflicting Notices of Violation issue(s) revised Notice(s) of Violation that resolve the conflict. Upon receipt of a revised Notice of Violation, Grantor shall comply with such notice within the time period(s) described in the first grammatical paragraph of this Section. The failure of Grantor to issue a valid Notice of Conflict within fifteen (15) days of receipt of a conflicting Notice of Violation shall constitute a waiver of Grantor's ability to claim a conflict.

(f) [***Add if nonprofit organization is Grantee***] Reversion.

If the Signatory Agencies determine that Grantee is not holding, monitoring or managing this Conservation Easement for conservation purposes in the manner specified in this Conservation Easement or in the Permit[s] or the Management Plan then, pursuant to California Government Code Section 65965(c), this Conservation Easement shall revert to the State of California, or to another public agency or nonprofit organization qualified pursuant to Civil Code Section 815.3 and Government Code Section 65965 (and any successor or other provision(s) then applicable) and approved by the Signatory Agencies.

8. Access.

This Conservation Easement does not convey a general right of access to the public.

9. Costs and Liabilities.

Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Easement Property. Grantor agrees that neither Grantee nor Third-Party Beneficiaries shall have any duty or responsibility for the operation, upkeep or maintenance of the Easement Property, the monitoring of hazardous conditions on it, or the protection of Grantor, the public or any third parties from risks relating to conditions on the Easement Property. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals required for any activity or use permitted by this Conservation Easement [***insert if CDFG or another government entity is Grantee:*** , including permits and approvals required from Grantee acting in its regulatory capacity], and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency laws, statutes, ordinances, rules, regulations, orders and requirements.

(a) Taxes; No Liens.

Grantor shall pay before delinquency all taxes, assessments (general and special), fees, and charges of whatever description levied on or assessed against the Easement Property by competent authority (collectively "Taxes"), including any Taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantor shall keep the Easement Property free from any liens (other than a security interest that is expressly subordinated to this Conservation Easement, as provided in Section 14(k)), including those arising out of any obligations incurred by Grantor for any labor or materials furnished or alleged to have been furnished to or for Grantor at or for use on the Easement Property.

(b) Hold Harmless.

(1) Grantor shall hold harmless, protect and indemnify Grantee and its directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a "Grantee Indemnified Party" and collectively, "Grantee's Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with: (i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Easement Property, regardless of cause, except that this indemnification shall be inapplicable to any Claim due solely to the negligence of Grantee or any of its employees; (ii) the obligations specified in Sections 5, 9 and 9(a); and (iii) the existence or administration of this Conservation Easement. If any action or proceeding is brought against any of the Grantee's Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from Grantee, defend such action or proceeding by counsel reasonably acceptable to the Grantee's Indemnified Party [***insert if CDFG is grantee:*** or reimburse Grantee for all charges incurred for services of the California Attorney General in defending the action or proceeding].

(2) Grantor shall hold harmless, protect and indemnify Third-Party Beneficiaries and their respective directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a "Third-Party Beneficiary Indemnified Party" and collectively, "Third-Party Beneficiary Indemnified Parties") from and against any and all Claims arising from or in any way connected with: (i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Easement Property, regardless of cause and (ii) the existence or administration of this Conservation Easement. *Provided, however,* that the indemnification in this Section 9 (b) (2) shall be inapplicable to a Third-Party Beneficiary Indemnified Party with respect to any Claim due solely to the negligence of that Third-Party Beneficiary Indemnified Party or any of its employees. If any action or proceeding is brought against any of the Third-Party Beneficiary Indemnified Parties by reason of any Claim to which the indemnification in this Section 9 (b) (2) applies, then at the election of and upon written notice from the Third-Party Beneficiary Indemnified Party, Grantor shall defend such action or proceeding by counsel reasonably acceptable to the applicable Third-Party Beneficiary Indemnified Party or reimburse the Third-Party Beneficiary Indemnified Party for all charges incurred for services of the California Attorney General or the U.S. Department of Justice in defending the action or proceeding.

(c) Extinguishment.

If circumstances arise in the future that render the preservation of Conservation Values, [***include this phrase only if there are jurisdictional wetlands:*** including wetland functions and values,] or other purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction.

(d) Condemnation.

[***Use the appropriate paragraph:***]

[***If CDFG or other state agency is Grantee:***] Condemnation. This Conservation Easement is a "wildlife conservation easement" acquired by a State agency, the condemnation of which is prohibited except as provided in California Fish and Game Code Section 1348.3.

[***All other Grantees:***] Condemnation. The purposes of this Conservation Easement are presumed to be the best and most necessary public use as defined at California Code of Civil Procedure Section 1240.680 notwithstanding Code of Civil Procedure Sections 1240.690 and 1240.700.

10. Transfer of Conservation Easement or Easement Property.

(a) Conservation Easement.

This Conservation Easement may be assigned or transferred by Grantee upon written approval of the Signatory Agencies, which approval shall not be unreasonably withheld or delayed, but Grantee shall give Grantor and the Signatory Agencies at least sixty (60) days prior written notice of the proposed assignment or transfer. Grantee may assign or transfer its rights under this Conservation Easement only to an entity or organization: (i) authorized to acquire and hold conservation easements pursuant to California Civil Code Section 815.3 and Government Code Section 65965 (and any successor or other provision(s) then applicable), or the laws of the United States; and (ii) otherwise reasonably acceptable to the Signatory Agencies. Grantee shall require the assignee to record the assignment in the county where the Easement Property is located. The failure of Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforcement in any way. Any transfer under this section is subject to the requirements of Section 11.

(b) Easement Property.

Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Easement Property, including, without limitation, a leasehold interest. Grantor agrees that the deed or other legal instrument shall also incorporate by reference the [***insert:*** BEI ***or*** CBEI], the Development Plan, the Management Plan, and any amendment(s) to those documents. Grantor further agrees to give written notice to Grantee and the Signatory Agencies of the intent to transfer any interest at least sixty (60) days prior to the date of such transfer. Grantee or the Signatory Agencies shall have the right to prevent any transfers in which prospective subsequent claimants or transferees are not given notice of the terms, covenants, conditions and restrictions of this Conservation Easement (including the exhibits and documents incorporated by reference in it). The failure of Grantor to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way. Any transfer under this section is subject to the requirements of Section 11.

11. Merger.

The doctrine of merger shall not operate to extinguish this Conservation Easement if the Conservation Easement and the Easement Property become vested in the same party. If, despite this intent, the doctrine of merger applies to extinguish the Conservation Easement then,

unless Grantor, Grantee, and the Signatory Agencies otherwise agree in writing, a replacement conservation easement or restrictive covenant containing the same protections embodied in this Conservation Easement shall be recorded against the Easement Property.

12. Notices.

Any notice, demand, request, consent, approval, or other communication that Grantor or Grantee desires or is required to give to the other shall be in writing, with a copy to each of the Signatory Agencies, and served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class United States mail, postage fully prepaid, addressed as follows:

To Grantor: [Grantee name]
[Grantee address]
Attn:_____

To Grantee: [***insert the appropriate Grantee information:***]

[Department of Fish and Game]
[Region name] Region
[REGION ADDRESS]
[Attn: Regional Manager]

OR

[Grantee name]
[Grantee address]

[***Remove/modify the following blocks as appropriate.***]

To CDFG: [Department of Fish and Game]
[Region name] Region
[REGION ADDRESS]
[Attn: Regional Manager]

With a copy to: Department of Fish and Game
Office of General Counsel
1416 Ninth Street, 12th Floor
Sacramento, CA 95814-2090
Attn: General Counsel

To USFWS: United States Fish and Wildlife Service
[Field Office name] Field Office
[FIELD OFFICE ADDRESS]
Attn: Field Supervisor

[***Remove/modify these blocks as appropriate.***]

To USACE: U.S. Army Corps of Engineers
[District name] District
[DISTRICT ADDRESS]
Attn: Chief, Regulatory Branch

To USEPA: U.S. Environmental Protection Agency, Region IX
75 Hawthorne Street
San Francisco, CA 94105
Attn: Director, Water Division

or to such other address a party or a Signatory Agency shall designate by written notice to Grantor, Grantee and the Signatory Agencies. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class mail, three (3) days after deposit into the United States mail.

13. Amendment.

This Conservation Easement may be amended only by mutual written agreement of Grantor and Grantee and written approval of the Signatory Agencies, which approval shall not be unreasonably withheld or delayed. Any such amendment shall be consistent with the purposes of this Conservation Easement and California law governing conservation easements, and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of the county in which the Easement Property is located, and Grantee shall promptly provide a conformed copy of the recorded amendment to the Grantor and the Signatory Agencies.

14. Additional Provisions.

(a) Controlling Law.

The interpretation and performance of this Conservation Easement shall be governed by the laws of the United States and the State of California, disregarding the conflicts of law principles of such state.

(b) Liberal Construction.

Despite any general rule of construction to the contrary, this Conservation Easement shall be liberally construed to effect the purposes of this Conservation Easement and the policy and purpose of California Civil Code Section 815, *et seq.* [***add if Grantee is nonprofit organization:*** and Government Code Section 65965]. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability.

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

affect the application of the provision to any other persons or circumstances.

(d) Entire Agreement.

This document (including its exhibits and the Permit and the Management Plan incorporated by reference in this document) sets forth the entire agreement of the parties and the Signatory Agencies with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements of the parties relating to the Conservation Easement. No alteration or variation of this Conservation Easement shall be valid or binding unless contained in an amendment in accordance with Section 13.

(e) No Forfeiture.

Nothing contained in this Conservation Easement will result in a forfeiture or reversion of Grantor's title in any respect.

(f) Successors.

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

(g) Termination of Rights and Obligations.

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

(h) Captions.

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

(i) No Hazardous Materials Liability.

(1) Grantor represents and warrants that it has no knowledge or notice of any Hazardous Materials (defined below) or underground storage tanks existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under, or from the Easement Property, or transported to or from or affecting the Easement Property.

(2) Without limiting the obligations of Grantor under Section 9 (b), Grantor hereby releases and agrees to indemnify, protect and hold harmless the Grantee's Indemnified Parties (defined in Section 9 (b) (1)) from and against any and all Claims (defined in Section 9 (b)(1)) arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, released in, from or about, or otherwise associated with the Easement Property at any time, except any Hazardous Materials placed, disposed or released by Grantee or any of its employees. This release and indemnification includes, without limitation, Claims for (A) injury to or death of any person or physical damage to any property; and (B) the violation or alleged violation of, or other failure to comply with, any Environmental

Laws (defined below). If any action or proceeding is brought against any of the Grantee's Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from the applicable Grantee Indemnified Party, defend such action or proceeding by counsel reasonably acceptable to the Grantee Indemnified Party [***add if CDFG is Grantee:*** or reimburse Grantee for all charges incurred for services of the California Attorney General in defending the action or proceeding].

(3) Without limiting the obligations of Grantor under Section 9 (b), Grantor hereby releases and agrees to indemnify, protect and hold harmless the Third-Party Beneficiary Indemnified Parties (defined in Section 9 (b)(2)) from and against any and all Claims arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, released in, from or about, or otherwise associated with the Easement Property at any time, except that this release and indemnification shall be inapplicable to a Third-Party Beneficiary Indemnified Party with respect to any Hazardous Materials placed, disposed or released by that Third-Party Beneficiary Indemnified Party or any of its employees. This release and indemnification includes, without limitation, Claims for (A) injury to or death of any person or physical damage to any property; and (B) the violation of alleged violation of, or other failure to comply with, any Environmental Laws. If any action or proceeding is brought against any of the Third-Party Beneficiary Indemnified Parties by reason of any such Claim, Grantor shall, at the election or and upon written notice from the applicable Third-Party Beneficiary Indemnified Party, defend such action or proceeding by counsel reasonably acceptable to the Third-Party Beneficiary Indemnified Party for all charges incurred for services of the California Attorney General or the U.S. Department of Justice in defending the action or proceeding.

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

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

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

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

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

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

(5) The term "Hazardous Materials" includes, without limitation, (a)

material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, *et seq.*; hereinafter, "RCRA"); the Hazardous Materials Transportation Act (49 U.S.C. §5101, *et seq.*; hereinafter, "HTA"); the Hazardous Waste Control Law (California Health & Safety Code § 25100, *et seq.*; hereinafter, "HCL"); the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health & Safety Code § 25300, *et seq.*; hereinafter "HSA"), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable Environmental Laws now in effect or enacted after the date of this Conservation Easement.

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

(j) Warranty.

Grantor represents and warrants that Grantor is the sole owner of the Easement Property. Grantor also represents and warrants that, except as specifically disclosed to and approved by the Signatory Agencies pursuant to the Easement Property Assessment and Warranty signed by Grantor and attached as an exhibit to the [***insert:*** BEI ***or*** CBEI], [***choose applicable statement:*** there are no outstanding mortgages, liens, encumbrances or other interests in the Easement Property (including, without limitation, mineral interests) which may conflict or are inconsistent with this Conservation Easement ***or*** the holder of any outstanding mortgage, lien, encumbrance or other interest in the Easement Property (including, without limitation, mineral interest) which conflicts or is inconsistent with this Conservation Easement has expressly subordinated such interest to this Conservation Easement by a recorded Subordination Agreement approved by Grantee and the Signatory Agencies].

(k) Additional Interests.

Grantor shall not grant any additional easements, rights of way or other interests in the Easement Property (other than a security interest that is expressly subordinated to this Conservation Easement), nor shall Grantor grant, transfer, abandon or relinquish (each a "Transfer") any mineral, air, or water right or any water associated with the Easement Property, without first obtaining the written consent of Grantee and the Signatory Agencies. Such consent may be withheld if Grantee or the Signatory Agencies determine(s) that the proposed interest or Transfer is inconsistent with the purposes of this Conservation Easement or will impair or interfere with the Conservation Values of the Easement Property. This Section 14(k) shall not limit the provisions of Section 2(d) or 3(n), nor prohibit transfer of a fee or leasehold interest in the Easement Property that is subject to this Conservation Easement and complies with Section 10. Grantor shall provide a copy of any recorded or unrecorded grant or Transfer document to the Grantee and Signatory Agencies.

(l) Recording.

Grantee shall record this Conservation Easement in the Official Records of the County in which the Easement Property is located, and may re-record it at any time as Grantee deems necessary to preserve its rights in this Conservation Easement.

(m) Third-Party Beneficiary.

Grantor and Grantee acknowledge that the [***include the agencies that will be third-party beneficiaries:*** CDFG, USFWS, USACE, and USEPA] (the "Third-Party Beneficiaries") are third party beneficiaries of this Conservation Easement with the right of access to the Easement Property and the right to enforce all of the obligations of Grantor including, but not limited to, Grantor's obligations under Section 14, and all other rights and remedies of the Grantee under this Conservation Easement.

(n) Funding.

Endowment funding for the perpetual management, maintenance and monitoring of the Easement Property is specified in and governed by the [***insert:*** BEI ***or*** CBEI] and the Management Plan.

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

GRANTOR: [***Notarization Required***]

BY:_____

NAME:_____

TITLE:_____

DATE: _____

Approved as to form:

[***Remove or modify the approval block as appropriate, i.e., Grantee's legal counsel if CDFG is not Grantee.***]

General Counsel
State of California
Department of Fish and Game

BY:_____
[***Insert General Counsel Representative***]
General Counsel

[***Delete this page if CDFG will not be Grantee. If the Grantee will be a government agency, that agency must include its own Certificate of Acceptance.***]

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Conservation Easement Deed by_____, dated_____, 20____, to the State of California, Grantee, acting by and through its Department of Fish and Game, a governmental agency (under Government Code § 27281), is hereby accepted by the undersigned officer on behalf of the Grantee pursuant to the Fish and Game Code.

GRANTEE:

[***Remove or modify the approval block as appropriate if CDFG is not Grantee.***]

STATE OF CALIFORNIA, by and through its DEPARTMENT OF FISH AND GAME

By: _____

Title: _____
Authorized Representative

Date: _____

APPENDIX D

Habitat Suitability Criteria Methods

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APPENDIX D
HABITAT SUITABILITY CRITERIA METHODS

1. SUITABLE HABITAT MODELING

This appendix describes the approach used to model suitable habitat for Covered Species in the TU MSHCP as well as the specific model input parameters used in the modeling. A wide array of literature was reviewed and used for the suitable habitat modeling process. Literature citations for the Covered Species discussed below are provided for each of the species in *Section 5* of the TU MSHCP.

1.1 COVERED SPECIES MODELED

Suitable habitat modeling was conducted for the 27 Covered Species occurring or potentially occurring on Covered Lands. *Table D-1* lists the Covered Species for which suitable habitat modeling was conducted and the Federal, state, and other status associated with these species.

Table D-1. Modeled Covered Species List

Biological Resource	Common Name	Scientific Name	Federal Status	State Status	CRPR List
Amphibian	Tehachapi slender salamander	*Batrachoseps stebbinsi*	BLM, FS	ST	None
Amphibian	Western spadefoot	*Spea [Scaphiopus] hammondii*	BLM	CSC	None
Amphibian	Yellow-blotched salamander	*Ensatina eschscholtzii croceater*	BLM	CSC	None
Bird	American peregrine falcon	*Falco peregrinus anatum*	BCC, FS	SE, FP, CDF	None
Bird	Bald eagle	*Haliaeetus leucocephalus*	None	SE, FP, CDF	None
Bird	Burrowing owl	*Athene cunicularia*	BCC, BLM	CSC	None
Bird	California Condor	*Gymnogyps californianus*	FE	SE, CDF, FP	None
Bird	Golden eagle	*Aquila chrysaetos*	BCC, BLM	CDF, FP, WL	None
Bird	Least Bell's vireo	*Vireo bellii pusillus*	FE, BCC	SE	None
Bird	Little willow flycatcher	*Empidonax traillii brewsteri*	None	SE	None
Bird	Purple martin	*Progne subis*	None	CSC	None
Bird	Southwestern willow flycatcher	*Empidonax traillii extimus*	FE	SE	None
Bird	Tricolored blackbird	*Agelaius tricolor*	BCC, BLM	CSC	None
Bird	Western yellow-billed cuckoo	*Coccyzus americanus occidentalis*	BCC, FC, FS	SE	None
Bird	White-tailed kite	*Elanus leucurus*	None	FP	None

Table D-1 (Continued)

Biological Resource	Common Name	Scientific Name	Federal Status	State Status	CRPR List
Bird	Yellow warbler	*Dendroica petechia brewsteri*	None	CSC	None
Insect	Valley elderberry longhorn beetle	*Desmocerus californicus dimorphus*	FT	None	None
Mammal	Ringtail	*Bassariscus astutus*	None	FP	None
Mammal	Tehachapi pocket mouse	*Perognathus alticolus inexpectatus*	None	CSC	None
Reptile	Coast horned lizard (*frontale* and *blainvillei* populations)	*Phrynosoma coronatum*	FS	CSC	None
Reptile	Two-striped garter snake	*Thamnophis hammondii*	BLM, FS	CSC	None
Plant	Fort Tejon woolly sunflower	*Eriophyllum lanatum* var. *hallii*	None	None	1B.1
Plant	Kusche's sandwort	*Arenaria macradenia* var. *kuschei*	None	None	1B.1
Plant	Round-leaved filaree	*California macrophylla [Erodium macrophyllum]*	None	None	1B.1
Plant	Striped adobe lily	*Fritillaria striata*	None	ST	1B.1
Plant	Tehachapi buckwheat	*Eriogonum callistum*	None	None	1B.1
Plant	Tejon poppy	*Eschscholzia lemmonii* ssp. *kernensis*	None	None	1B.1

[1]**Federal Designations:**

BCC	U.S. Fish and Wildlife Service Birds of Conservation Concern
BLM	Bureau of Land Management sensitive
FS	U.S. Forest Service sensitive

[2]**State Designations:**

CSC	California Special Concern species
FP	California Department of Fish and Game Fully Protected
WL	California Department of Fish and Game Watch List
CDF	California Department of Forestry & Fire Protection sensitive
SE	State listed as Endangered
ST	State listed as Threatened

[3]**California Rare Plant Rank (CRPR) Designations:**

1B	Rare or endangered in California and elsewhere
2	Rare, threatened, or endangered in California but more common elsewhere
Threat Extension .1	Seriously endangered in California (over 80% of occurrences threatened/high degree and immediacy of threat)
Threat Extension .2	Fairly endangered in California (20% to 80% occurrences threatened).
Threat Extension .3	Not very endangered in California

1.2 DATA

A comprehensive biological and physical database is available for Covered Lands and was used to generate the suitable habitat models for the Covered Species. This section describes the sources for, and limitations of, the various data layers used to develop the suitable habitat models for the plant and wildlife Covered Species listed in *Table D-1*.

1.2.1 COVERED SPECIES OCCURRENCE DATA

Covered Species occurrence data were reviewed and used to prepare various sections of the TU MSHCP that require an understanding of the general distribution and relative abundance of species covered in the TU MSHCP. Two primary sources of spatial (Geographic Information System (GIS)-based) data were used: (1) Covered Species occurrence data collected during various surveys in portions of the Covered Lands (Dudek 2007a; Dudek 2007b) and (2) California Natural Diversity Database (CNDDB) occurrence data (CDFG 2007c). Survey methods for Covered Species are included as *Appendix D1* to the TU MSHCP.

Plant and wildlife Covered Species occurrence data collected during various surveys in portions of the Covered Lands were either recorded on field maps to be digitized or recorded using a Global Positioning System (GPS) unit. The majority of the survey data was collected on the 28,253 acres of land referred to in the TU MSHCP as TMV Planning Area. The remaining 110,000 acres of Covered Lands have not been surveyed as extensively as the 28,253-acre TMV Planning Area. In either case, however, these location data are considered to be highly precise. Accuracy and validity of the identifications are considered to be high.

CNDDB occurrence data assign a location precision rating to each element datum or occurrence. There are 10 accuracy classes related to the precision of the mapping. Accuracy classes 1 and 2 are the most specific and "confidence-rich" of the features. Accuracy class 3, the non-specific bounded area, is less precise and depicts an area where the element is found "somewhere within the boundaries." These data were reviewed during preparation of the TU MSHCP in the context of their mapping precision and are considered somewhat limited when imprecise occurrence data are provided. However, the data are continually updated and will be available to the Project Biologist during implementation of the TU MSHCP.

Two non-spatial (non-GIS-based) resources related to species occurrences were also used to determine general distribution patterns, including geographic and elevation ranges, of the species covered in the TU MSHCP:

- California Native Plant Society (CNPS) online inventory (CNPS 2007) was used to assist biologists in determining general distribution patterns of the plant species covered in the TU

MSCHP. This database contains detailed information on plant species, and was used in determining suitable habitat parameters; and

- CDFG's *Life History Accounts and Range Maps—California Wildlife Habitat Relationships System* (CDFG 2007d), an online inventory of species life history accounts for California's wildlife, was consulted. For white-tailed kite, GIS data for the geographic range of the species was also used.

Additional scientific literature specific to each of the five groups of wildlife taxa were also reviewed. These resources include both online and print resources for different taxa, including:

Fish

- Range maps and descriptions provided in *Fish Species of Special Concern in California* (Moyle et al. 1995).

Reptiles/Amphibians

- *An Illustrated Exploration of the Herpetofauna of California*, including reptile and amphibian range maps (CaliforniaHerps 2007e);
- *Amphibian and Reptile Species of Special Concern in California* (Jennings and Hayes 1994);
- *Amphibian Declines: The Conservation Status of United States Species* (Lannoo 2005); and
- *Field Guide to Western Reptiles and Amphibians* (Stebbins 2003).

Birds

- Range maps and descriptions provided in *California's Wildlife*, Volume 2 (Zeiner et al. 1990b) and updated as available (CDFG 2007d);
- Descriptions of range and occurrences in *Birds of Southern California* (Garrett and Dunn 1981); and
- *Birds of North America* online references (Poole 2005).

Mammals

- *A Field Guide to the Mammals: North America, North of Mexico* (Burt and Grossenheider 1976);
- *Wild Mammals of North America: Biology, Management and Economics* (Chapman and Feldhamer 1982);

- *Mammals of the Pacific States: California, Oregon, and Washington* (Ingles 1965);
- *California Mammals* (Jameson and Peeters 1988); and
- *California's Wildlife*, Volume 3 (Zeiner et al. 1990c).

Additional occurrence data or range maps were reviewed for individual species and the citations are included in the species accounts in *Sections 4* and 5 of the TU MSHCP.

1.2.2 VEGETATION COMMUNITIES

The Covered Lands vegetation map is included as *Figure 5-1* of the TU MSHCP. This map was prepared by GIS staff at Tejon Ranchcorp (TRC) and its consulting biologists. Two primary data sources were combined to form this map: (1) the Tejon Ranch–wide vegetation composite map; and (2) the vegetation map created for the Tehachapi Mountain Uplands during site-specific studies in 2007.

The Tejon Ranch-Wide Vegetation Composite

The Tejon Ranch-wide vegetation composite data layer was based on several surveys conducted on the ranch between 1980 and 1994, and subsequently updated in fall 2007 to reflect changes in the extent of mining activity in the south-central portion of the Covered Lands. Additional vegetation mapping was conducted using a 1-meter-pixel-size aerial image flown in May 2000 to fill in gaps in vegetation mapping data. The Tejon Ranch-wide vegetation composite primarily reflects the classification system outlined in the *Preliminary Descriptions of the Terrestrial Natural Communities of California* (Holland 1986). However, some vegetation communities mapped reflect more general mapping comparable to general habitat types (e.g., riparian forest and woodland) outlined in the *List of California Terrestrial Natural Communities* (CDFG 2003).

The Tejon Ranch-wide vegetation composite is limited by the timeframe within which the data were assembled, as well as the precision of the data. The Tejon Ranch-wide vegetation composite represents conditions at the time the data were assembled, in this case 1980 to 1994, 2000, and 2007.

Vegetation Mapping Conducted in 2007

The vegetation mapping conducted in 2007 in the Tehachapi Mountain Uplands used a 2006 1-foot-pixel-size orthorectified aerial image (AirPhotoUSA 2006). Vegetation mapping followed the classification scheme outlined in the *List of California Terrestrial Natural Communities* (CDFG 2003). Minimum mapping units were established at 2.2 acres (1 hectare) for communities not

considered to be high priority for inventory in the *List of California Terrestrial Natural Communities* and 1 acre for communities that were considered high priority for inventory.

The vegetation mapping conducted in 2007 is spatially limited because it does not cover the entire extent of the Covered Lands (i.e., it only covers the Tehachapi Mountain Uplands), but TRC considers it to be more than adequate for analyzing landscape-level effects and impacts to species within the portion of the Covered Lands that is covered.

Vegetation Crosswalk

To prepare a comprehensive vegetation layer for the Covered Lands, a "crosswalk" was created between the vegetation communities used in the Tejon Ranch-wide vegetation composite and the 2007 vegetation mapping in the Tehachapi Mountain Uplands. The crosswalk was necessary because the two vegetation data layers used different classification systems and the habitat suitability analysis required a vegetation data layer consisting of a uniform classification system. The crosswalk was applied to the 2007 vegetation layer for the Tehachapi Mountain Uplands so that the vegetation classification in this area was consistent with the classification system used for the Tejon Ranch-wide vegetation composite.

Table D-2 shows the crosswalk from the Tehachapi Mountain Uplands vegetation to the Tejon Ranch–wide vegetation composite and MSHCP vegetation datasets.

Table D-2. Vegetation Crosswalk between Tehachapi Mountain Uplands and MSHCP

Tehachapi Mountain Uplands Vegetation				MSHCP Vegetation	
General Physiognomic Type	***General Habitat***	***Alliance***	***Vegetation Community***	***Generalized Vegetation***	***Specific Vegetation***
Non-Native Vegetation, Developed Areas or Unvegetated Habitat	Non-Native Vegetation	Ornamental	Ornamental	Non Vegetative	Developed
	Urban/ Developed	Developed/ Disturbed Habitat	Developed/ Disturbed Habitat	Non Vegetative	Developed
	Unvegetated Habitat	Unvegetated Areas	Unvegetated Areas	Wash	Wash
	General Agriculture	Orchard and Vineyards	Orchard and Vineyards	Agriculture	Agriculture
	Native Tree Planting	Oak Tree Planting	Oak Tree Planting	Non Vegetative	Developed

Table D-2 (Continued)

Tehachapi Mountain Uplands Vegetation				MSHCP Vegetation	
General Physiognomic Type	***General Habitat***	***Alliance***	***Vegetation Community***	***Generalized Vegetation***	***Specific Vegetation***
Scrub and Chaparral	Coastal scrub	Coastal Scrub	Coastal Scrub	Scrub	Scrub
		California Buckwheat Scrub	California Buckwheat	Scrub	Saltbush/Buckwheat Scrub
		California Buckwheat Scrub	California Buckwheat Alluvial Fan	Scrub	Alluvial Scrub
		Scalebroom Scrub	Scalebroom Scrub	Scrub	Alluvial Scrub
	NA[1]	NA	NA	Scrub	Mojavean scrub
	Great Basin Scrub	Big Sagebrush Scrub	Big Sagebrush	Scrub	Scrub
		Rubber Rabbitbrush Scrub	Rubber Rabbitbrush Scrub	Scrub	Scrub
	Chaparral with Chamise with or without other codominant shrubs	Chamise Chaparral	Chamise – Scrub Oak Chaparral[1]	Chaparral	Chaparral
		Chamise – Bigberry Manzanita Chaparral	Chamise – Bigberry Manzanita	Chaparral	Chaparral
		Chamise – Bigberry Manzanita Chaparral	Chamise – Bigberry Manzanita – Cupleaf Ceanothus	Chaparral	Chaparral
		Chamise – Bigberry Manzanita Chaparral	Chamise – Bigberry Manzanita – Wedgeleaf Ceanothus	Chaparral	Chaparral
		Chamise – Wedgeleaf Ceanothus Chaparral	Chamise – Wedgeleaf Ceanothus	Chaparral	Chaparral
	Chaparral with Ceanothus ssp. as principal indicator	Wedgeleaf Ceanothus Chaparral	Wedgeleaf Ceanothus	Chaparral	Chaparral
	Chaparral with Manzanita as principal indicator	Chaparral with Manzanita as principal indicator	Chaparral with Manzanita as principal indicator	Chaparral	Chaparral
		Bigberry Manzanita Chaparral	Bigberry Manzanita	Chaparral	Chaparral
	Chaparral with Oak as principal indicator	Interior Live Oak – Canyon Live Oak Chaparral	Interior Live Oak – Canyon Live Oak	Chaparral	Chaparral

Table D-2 (Continued)

Tehachapi Mountain Uplands Vegetation				MSHCP Vegetation	
General Physiognomic Type	***General Habitat***	***Alliance***	***Vegetation Community***	***Generalized Vegetation***	***Specific Vegetation***
		Interior Live Oak – Scrub Oak Chaparral	Interior Live Oak – Scrub Oak Chaparral	Chaparral	Chaparral
		Mixed Scrub Oak Chaparral	Scrub Oak – Bigberry Manzanita	Chaparral	Scrub Oak
		Mixed Scrub Oak Chaparral	Scrub Oak – Wedgeleaf Ceanothus	Chaparral	Scrub Oak
		Scrub Oak Chaparral	Scrub Oak/ California Buckeye	Chaparral	Scrub Oak
		Scrub Oak Chaparral	Scrub Oak	Chaparral	Scrub Oak
		Scrub Oak – Birchleaf Mountain-mahogany Chaparral	Scrub Oak – Birchleaf Mountain-Mahogany	Chaparral	Scrub Oak
		Brewer Oak Chaparral	Brewer Oak Chaparral	Chaparral	Brewer's Oak Scrub
		Canyon Live Oak Chaparral	Canyon Live Oak Shrub	Chaparral	Chaparral
		Canyon Live Oak Chaparral	Canyon Live Oak – Holly-Leaf Redberry	Chaparral	Chaparral
		Tucker Oak Scrub	Tucker Oak Scrub	Chaparral	Chaparral
		Interior Live Oak Chaparral	Interior Live Oak Chaparral	Chaparral	Chaparral
	Chaparral with Birchleaf Mountain-mahogany as principal indicator	Birchleaf Mountain-mahogany – California Buckwheat	Birchleaf Mountain-Mahogany – California Buckwheat	Chaparral	Chaparral
		Birchleaf Mountain-mahogany Woodland	Birchleaf Mountain-Mahogany	Chaparral	Chaparral
Grass and Herb – Dominated Communities	Native Grassland	Creeping Ryegrass Grassland	Creeping Ryegrass Grassland	Grassland	Native Grassland
		Purple Needlegrass	Purple Needlegrass	Grassland	Native Grassland
		One-sided Bluegrass	One-Sided Bluegrass	Grassland	Native Grassland
		Giant Wild Rye Grassland	Giant Wild Rye	Grassland	Native Grassland
		Big Squirreltail	Big Squirreltail	Grassland	Native Grassland

Table D-2 (Continued)

Tehachapi Mountain Uplands Vegetation				MSHCP Vegetation	
General Physiognomic Type	***General Habitat***	***Alliance***	***Vegetation Community***	***Generalized Vegetation***	***Specific Vegetation***
		Grassland			
	Non – native Grassland	Non – native Grassland	Non-Native Grassland[1]	Grassland	Disturbed/Non-Native Grassland
	NA	NA	NA	Grassland	Grassland
	Meadows and Seeps not dominated by grasses	Rush Riparian Grassland	Rush Riparian Grassland	Wetland	Wetland
		Freshwater Seep	Freshwater Seep	Wetland	Wetland
Bog and Marsh	Marsh	Bulrush – Cattail Wetland	Bulrush – Cattail	Wetland	Wetland
		Cattail Wetland	Broad-Leafed Cattail	Wetland	Wetland
		Common Three-square	Common Three-Square	Wetland	Wetland
		California Bulrush Wetland	California Bulrush Wetland	Wetland	Wetland
		Tule	Tule	Wetland	Wetland
		Perennial Pepperweed	Perennial Pepperweed	Wetland	Wetland
Riparian and Bottomland Habitat	Riparian Forest and Woodland	Fremont Cottonwood Riparian Forests and Woodlands	Southern Cottonwood – Willow Riparian	Riparian Woodland	Riparian Woodland
		Red Willow Riparian Forests	Red Willow	Riparian Scrub	Riparian Scrub
		Red Willow Riparian Forests	Red Willow/ Arroyo Willow	Riparian Scrub	Riparian Scrub
		Mixed Willow Riparian Forests and Woodlands	Mixed Willow Riparian Forests and Woodlands	Riparian Woodland	Riparian Woodland
		Black Willow Riparian Forests and Woodlands	Black Willow Riparian Forests and Woodlands	Riparian Woodland	Riparian Woodland
		Central California Sycamore Alluvial Woodland	Central California Sycamore Alluvial Woodland	Riparian Woodland	Riparian Woodland

Table D-2 (Continued)

Tehachapi Mountain Uplands Vegetation				MSHCP Vegetation	
General Physiognomic Type	***General Habitat***	***Alliance***	***Vegetation Community***	***Generalized Vegetation***	***Specific Vegetation***
Broad Leafed Upland Tree Dominated	Oak Woodlands and Forests	Black Oak Forests and Woodland	Black Oak – Valley Oak	Woodland	Mixed Oak Woodland
		Black Oak Forests and Woodland	Canyon Live Oak – Black Oak	Woodland	Mixed Oak Woodland
		NA	NA	Savannah	Black Oak Savannah
		Black Oak Forests and Woodland	Black Oak Woodland	Woodland	Black Oak Woodland
		Black Oak Forests and Woodland	Black Oak Forest	Woodland	Black Oak Woodland
		Blue Oak Woodland[2]	Blue Oak Grass	Savannah	Blue Oak Savannah
		Blue Oak Woodland[2]	Blue Oak Grass	Woodland	Blue Oak Woodland
		Blue Oak Woodland[2]	Blue Oak Grass	Woodland	Mixed Oak Woodland
		Blue Oak Woodland	Blue Oak/ Interior Live Oak	Woodland	Blue Oak Woodland
		Blue Oak Woodland	Blue Oak/ Interior Live Oak – Wedgeleaf Ceanothus	Woodland	Blue Oak Woodland
		Blue Oak Woodland	Blue Oak/ Tucker Oak	Woodland	Blue Oak Woodland
		Blue Oak Woodland	Blue Oak/ Wedgeleaf Ceanothus	Woodland	Blue Oak Woodland
		Valley Oak Forests and Woodlands	Blue Oak – Valley Oak/ Grass	Savannah	Oak Savannah
		Valley Oak Forests and Woodlands	Blue Oak – Valley Oak/ Grass	Woodland	Oak Woodland
		Valley Oak Forests and Woodlands	Valley Oak/ Grass[1]	Savannah	Oak Savannah
		Valley Oak Forests and Woodlands	Great Valley Valley Oak Riparian	Riparian Woodland	Oak Riparian
		NA	NA	Savannah	Canyon Oak Savannah
		Canyon Live Oak Forest and Woodland	Canyon Live Oak Woodland	Woodland	Canyon Oak Woodland
		Canyon Live Oak Forest and Woodland	Canyon Live Oak Forest	Woodland	Canyon Oak Woodland
		NA	NA	Savannah	Gray Pine Savannah
		NA	NA	Woodland	Gray Pine Woodland
		NA	NA	Savannah	Interior Oak Savannah
		Interior Live Oak Woodland	Interior Live Oak Woodland	Woodland	Interior Oak Woodland

Table D-2 (Continued)

Tehachapi Mountain Uplands Vegetation				MSHCP Vegetation	
General Physiognomic Type	***General Habitat***	***Alliance***	***Vegetation Community***	***Generalized Vegetation***	***Specific Vegetation***
		Interior Live Oak Woodland	Interior Live Oak Forest	Woodland	Interior Oak Woodland
		NA	NA	Savannah	Mixed Oak Savannah
		Mixed Oak Woodland and Forest	Mixed Oak – California Buckeye	Woodland	Mixed Oak Woodland
		Mixed Oak Woodland and Forest	Mixed Oak/ Grass	Woodland	Mixed Oak Woodland
		NA	NA	Savannah	Undetermined Savannah
		NA	NA	Woodland	Undetermined Woodland
		NA	NA	Savannah	White Oak Savannah
		NA	NA	Woodland	White Oak Woodland
	California Buckeye Woodland	California Buckeye Woodland	California Buckeye Woodland	Woodland	California Buckeye Woodland
Coniferous Upland Forest and Woodland	Pine Forests and Woodlands	Singleleaf Pinyon Woodland	Singleleaf Pinyon Woodland	Woodland	Pinyon Pine Woodland
		Coulter Pine – Canyon Live Oak Woodland	Coulter Pine – Canyon Live Oak Woodland	Conifer	Conifer/Mixed Oak
	Juniper Woodlands	California Juniper Woodland and Scrub	Juniper Oak Cismontane Woodland	Conifer	Conifer/Mixed Oak
		California Juniper Woodland and Scrub	Cismontane Juniper Woodland and Scrub	Conifer	Conifer/Mixed Oak
		NA	NA	Conifer	Incense Cedar Stand
		NA	NA	Conifer	Intermixed Conifer
		NA	NA	Conifer	White Fir Stand
		NA	NA	Conifer	White Fir/Mixed Oak

Legend

[1] NA – Not Applicable because this vegetation community was not mapped in the Tehachapi Mountain Uplands.

[2] The detailed vegetation mapping in the Tehachapi Mountain Uplands may include additional constituent species and cover estimate information to allow mapping to the association or sub-association levels for some communities that are not reflected in the more general categories in the table. For this reason, the Blue Oak Grass vegetation community, for example, is crosswalked to three different specific MSHCP vegetation communities.

1.2.3 CANOPY COVER

The habitat suitability models employ a canopy cover GIS layer resulting from a 1980 timber study that was conducted for the Tejon Ranch Forest Management Program and updated for conifer areas in 2001 (TRC 2001). This polygon layer was used in suitable habitat modeling for species that require open or conversely, dense habitats. The data are grouped into five categories: 0–10% canopy cover; 10%–40% canopy cover; 40%–70% canopy cover; 70%–100% canopy cover; and grass, not-a-part, and chaparral.

This data set covers approximately 80% of the Covered Lands. Portions of Covered Lands lacking canopy cover data are not included in suitable habitat acreages for the three species that include canopy cover as a component of the model: Tehachapi slender salamander, yellow-blotched salamander, and California condor. Because canopy cover data are available for the majority of Covered Lands, these species models are considered adequate for determining anticipated effects on Covered Species.

1.2.4 WATER FEATURES AND DRAINAGES

Tejon Ranch GIS staff digitized 1:24000 U.S. Geological Survey (USGS) blue line streams from USGS topographic maps (TRC 2002b). Using data from previous consultants' wetland studies and USGS quadrangle maps, TRC GIS staff further refined this data set to include "major streams" (TRC 2002a), which primarily correspond with perennial streams. Based upon wildlife surveys conducted in 2007 in the Tehachapi Mountain Uplands (Dudek 2007b), a composite perennial streams data set was created using the major streams (TRC 2002a) as a base but refined to include additional 1:24000 USGS blue line streams (TRC 2002b) that Dudek determined were perennial streams (Dudek 2007b). This data set, which generally delineates the location of perennial streams for purposes of modeling suitable habitat, is referred to in *Section 1.3* of this appendix as "perennial streams." In addition, Castac Lake, which is currently a perennial source of water, was mapped based upon the wetland delineation conducted on the Tehachapi Mountain Uplands (Impact Sciences 2008). In *Section 1.3*, this data set is referred to as "Castac Lake." The 1:24000 USGS blue line streams digitized from USGS topographic maps (TRC 2002b) is referred to in *Section 1.3* as "1:24000 USGS blue line streams."

TRC GIS staff created a seeps and springs GIS layer, which was developed by merging two data sets: (1) a detailed seeps and springs data layer created for the ranch (Advanced Geomatics 2004) and (2) the National Hydrography Dataset (USGS 2003) that provides information on surface water features, including springs and wells. The National Hydrography Dataset is based on 1:100,000-scale data and was used for portions of Covered Lands that are located outside of the ranch. In *Section 1.3* of this appendix, these data are referred to as "seeps and springs."

The California watershed map GIS data layer representing the standardized watershed boundaries for the State of California (Teale Data Center 2004) is also used to model suitable habitat for Covered Species. Only one watershed is used to model suitable habitat for Covered Species, the Antelope-Fremont Valley watershed. In *Section 1.3* of this appendix, these data are referred to as the "Antelope-Fremont Valley watershed."

None of the water features and drainages GIS data are considered to be limited for the purposes of landscape-scale analysis.

1.2.5 TERRAIN

An important component of the physical database for the TU MSHCP is the digital terrain model developed by Intermap Technologies (Intermap Technologies 2005). The digital terrain model allows GIS analysts to develop elevation, slope, and aspect models that are used as components of the suitable habitat modeling for certain species covered in the TU MSHCP. Slope data were used to create breeding habitat models for species that require steep cliffs, defined as 50° slopes and greater (or 119% slopes and greater). Slope data were also used as a predictor for California condor foraging habitat and habitat for Tehachapi pocket mouse (see *Section 1.3* of this appendix). Aspect was a component of suitable habitat models for species that occur on north-facing (0° to 90° and 0° to 270°) slopes. Moreover, the digital terrain model provides a qualitative understanding of the Covered Lands because it allows for an analysis of topography and hillshade features as well.

Elevation is a component of suitable habitat models for species with known elevation ranges that are not fully encompassed in the elevation ranges in the Covered Lands. For example, if a species' maximum known elevation range is 3,000 feet, the suitable habitat shown for the species only includes those areas in the Covered Lands below 3,000 feet that also meet the other model parameters (e.g., vegetation and slope). The elevation data used for the habitat suitability models are categorized into 100-foot increments, such as 1,900 feet to 2,000 feet and 2,000 feet to 2,100 feet. Known elevation ranges for species (*Section 1.3* of this appendix) were rounded to the upper 100-foot increment for the highest elevation range documented for the species and were rounded down to the lower 100-foot increment for the lowest elevation range documented for the species. This approach may result in an overestimate of suitable habitat.

TRC GIS staff created a GIS layer representing the location of ridgetops, which was used to model suitable habitat for California condor (TRC 2007c). In *Section 1.3* of this appendix, these areas are referred to as "ridgetops."

The digital terrain model is not considered to be limited for the purposes of landscape-scale conservation planning and analysis as described in the TU MSHCP. It is consistent in level of detail

with the other data sets used for the TU MSHCP such as generalized vegetation and soils data and accurately represents the general topographic features within Covered Lands. During implementation of the TU MSHCP, it is possible that more precise topography and digital terrain model data will be available for certain portions of the Covered Lands. More precise topographic data may facilitate evaluation of specific Covered Activities and management and monitoring issues as they arise.

1.2.6 SOILS

The U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (formerly the Soil Conservation Service) soils mapping for the southeastern part of Kern County was used to understand the soils in the Covered Lands (USDA 1981). Mapping and analysis of the soils data utilized the Soil Survey Geographic (SSURGO) database, which was created by digitizing the 1981 soil survey map and is the most detailed level of soil geographic data developed by the National Cooperative Soil Survey (USDA 1999). Digital soils data enabled quantitative analysis of soils considered to be important for determining suitable habitat and the conservation of certain plant species. The digitized soils data layer is depicted in *Figure 5-2* of the TU MSHCP.

There are 66 different soil types mapped in the Covered Lands. Of those, the following soil types have a clay component (USDA 1981) and are included in the modeling for plants requiring clay substrate. In *Section 1.3* of this appendix, these soils are collectively referred to as "clay soils."

- Anaheim Variant Very Fine Sandy Loam, 2% to 30% Slopes
- Anaverde Gravelly Loam, 30% to 50% Slopes and 50% to 75% Slopes
- Anaverde Loam, 15% to 30% Slopes
- Anaverde Rocky Loam, 30% to 50% Slopes
- Arujo Sandy Loam, 9% to 15% Slopes
- Arujo–Friant–Tunis Complex, 15% to 50% Slopes and 50% to 75% Slopes
- Ayar Clay Loam, 5% to 15% Slopes
- Chanac–Badland Complex, 30% to 50% Slopes
- Chino Loam
- Cibo Cobbly Clay, 30% to 75% Slopes
- Gorman Sandy Loam, 15% to 30% Slopes, Eroded and 30% to 50% Slopes, Eroded

- Oakdale Sandy Loam, 2% to 9% Slopes
- Pleito Sandy Clay Loam, 9% to 50% Slopes
- Pleito–Chanac Sandy Clay Loams, 15% to 30% Slopes
- Ramona Coarse Sandy Loam, 5% to 9% Slopes and 9% to 15% Slopes
- Ramona Sandy Loam, 9% to 30% Slopes, Eroded
- Rescue Variant Loam, 15% to 30% Slopes and 30% to 50% Slopes
- Tehachapi Cobbly Sandy Clay Loam, Warm, 2% to 9% Slopes
- Tunis–Walong Complex, 50% to 75% Slopes
- Vista Coarse Sandy Loam, 15% to 30% Slopes, Eroded and 30% to 50% Slopes, Eroded
- Walong Sandy Loam, 15% to 30% Slopes and 30% to 50% Slopes
- Walong–Arujo Sandy Loams, 30% to 50% Slopes and 50% to 75% Slopes
- Walong–Edmundston Association, Very Steep
- Xererts–Xerolls Complex, Steep
- Xerorthents, Very Steep
- Xerorthents–Rock Outcrop Complex, Very Steep.

The following soil types are derived from material weathered mainly from granitic rock (USDA 1981) and are included in the modeling for plants requiring granitic substrate. In *Section 1.3* of this appendix, these soils are collectively referred to as "granitic soils."

- Amargosa Rocky Coarse Sandy Loam, 9% to 55% Slopes, Eroded
- Arujo Sandy Loam, 9% to 15% Slopes
- Arujo–Friant–Tunis Complex, 15% to 50% Slopes and 50% to 75% Slopes
- Arvin Sandy Loam, 5% to 9% Slopes
- Arvin Stony Sandy Loam, 5% to 9% Slopes

- Chino Loam
- Edmundston Gravelly Sandy Loam, 30% to 50% Slopes and 50% to 75% Slopes
- Edmundston–Godde–Tollhouse Complex, 50% to 75%
- Godde–tollhouse Gravelly Sandy Loams, 30% to 75% Slopes
- Gorman Sandy Loam, 15% to 30% Slopes, Eroded and 30% to 50% Slopes, Eroded
- Greenfield Sandy Loam, 2% to 9% Slopes and 9% to 15% Slopes, Eroded
- Hanford Coarse Sandy Loam, 2% to 9% Slopes
- Hanford Gravelly Sandy Loam, 2% to 9% Slopes
- Havala Sandy Loam, 5% to 9% Slopes and 9% to 15% Slopes
- Oak Glen Gravelly Sandy Loam, 2% to 9% Slopes
- Oak Glen Loam, 0% to 2% Slopes and 2% to 9% Slopes
- Oak Glen Sandy Loam, 2% to 9% Slopes
- Oakdale Sandy Loam, 2% to 9% Slopes
- Ramona Coarse Sandy Loam, 5% to 9% Slopes and 9% to 15% Slopes
- Ramona Sandy Loam, 9% to 30% Slopes, Eroded
- Sheridan Sandy Loam, 15% to 30% Slopes; 15% to 30% Slopes, Eroded; 30% to 50% Slopes; and 30% to 50% Slopes, Eroded
- Soboba Cobbly Loamy Sand, 2% to 5% Slopes
- Steuber Sandy Loam, 2% to 5% Slopes and 5% to 9% Slopes
- Steuber Stony Sandy Loam, 5% to 9% Slopes
- Tunis–Walong Complex, 50% to 75% Slopes
- Vista Coarse Sandy Loam, 15% to 30% Slopes, Eroded and 30% to 50% Slopes, Eroded
- Walong Sandy Loam, 15% to 30% Slopes and 30% to 50% Slopes

- Walong–Arujo Sandy Loams, 30% to 50% Slopes and 50% to 75% Slopes
- Walong–Edmundston Association, Very Steep
- Walong–Rock Outcrop Complex, 30% to 75% Slopes
- Xerorthents–Rock Outcrop Complex, Very Steep.

This data set covers approximately 90% of the Covered Lands. The soils mapping includes roughly the 90% of the Covered Lands. Models for Covered Species that include soils as a modeling parameter were analyzed as follows: (1) in the Covered Lands where soils data are present, suitable habitat was modeled using the parameters specified in *Section 1.3* of this appendix, including soils; (2) in the Covered Lands that lack soils data, suitable habitat was modeled using the parameters specified in *Section 1.3*, except soils. Acreages of suitable habitat depicted on suitable habitat maps in the TU MSHCP for soils-restricted plants include the sum of suitable habitat described above in (1) and (2), which represents an overestimate of suitable habitat acreages. The acreages of suitable habitat reported in the TU MSHCP for soils-restricted plants are described above in (1), which represents an underestimate of suitable habitat acreages.

1.2.7 IMAGERY

Two primary image data sources were used in developing the TU MSHCP: (1) geo-referenced USGS topographic quadrangle maps; and (2) full-color aerial images for a portion of the Covered Lands. Unlike aerial image data, geo-referenced USGS topographic quadrangle maps provide place names and other qualitative information useful in analyzing the conservation of the species covered in the TU MSHCP. The detail provided in these maps can be more useful for landscape-scale planning and mapping than aerial imagery.

For the Tehachapi Mountain Uplands area, full-color aerial photographs taken in June 2006 were obtained from AirPhotoUSA (2006) and used during various surveys conducted in this portion of the Covered Lands. Pixel size of this imagery is 1 foot and the aerial image is orthorectified, which provides greater accuracy in digitizing vector data (e.g., vegetation mapping and plant and wildlife occurrence data).

The imagery database is not considered to be limited for the purposes of landscape-scale conservation planning and analysis as described in the TU MSHCP. It is consistent in level of detail with the other data sets used for the TU MSHCP such as generalized vegetation and soils data. During implementation of the TU MSHCP, it is possible that more precise imagery data will be available for certain portions of the Covered Lands. More precise imagery data may facilitate evaluation of specific Covered Activities and management and monitoring issues as they arise.

1.2.8 HABITAT SUITABILITY ANALYSIS

The data described in this section were used to generate suitable habitat models for each of the species covered in the TU MSHCP. The data use and the model input parameters used for each Covered Species varied depending on the unique habitat requirements of each species. The database for generalist species without highly specialized habitat requirements or elevation limitation may include only vegetation, whereas specialist species with very precise habitat requirements may include some combination of vegetation, elevation, soil, slope, and/or the use of buffers around drainages, for example. Biologists familiar with these species reviewed the scientific literature (see *Sections 4* and *5* of the TU MSHCP for specific literature pertaining to each species) and determined the data type and model input parameters uniquely suited to each of the Covered Species. The biology working group peer-reviewed these initial model input parameters and revisions were made where improvements or adjustments were determined to be necessary. Once the data and input parameters were finalized, the habitat models were generated in ArcGIS using the digital data sources described above. The modeled suitable habitat acreages were then used for the conservation analysis for each Covered Species.

1.3 SPECIFIC MODEL PARAMETERS FOR COVERED SPECIES

This section provides a complete list of model input parameters used for the plant and wildlife suitable habitat modeling. The habitat functions of the modeled suitable habitat are also provided for wildlife species and are referred to as "habitat type." Habitat types are defined as follows:

- Suitable Habitat: The habitat provides for all the life history needs of the species, including shelter, breeding, and foraging. If secondary suitable habitat (see definition below) is also analyzed for a species, suitable habitat is modified by the term "primary." This modifier indicates that this species uses primary habitat more often and the habitat is adequate to support the species.

- Secondary Suitable Habitat: The habitat is less frequently used by the species. In the absence of primary suitable habitat, secondary suitable habitat alone may not be adequate to support the species.

- Primary Breeding Habitat: The habitat is used almost exclusively as breeding habitat; that is, supports breeding but not foraging.

- Wintering: The habitat provides for life history needs of the species during the winter non-breeding season. This category applies only to the bald eagle, which occurs infrequently during winter on Covered Lands, and is unlikely to breed on site even though suitable breeding habitat is present.

- Breeding and Foraging: The habitat provides for breeding and foraging, but does not provide all the life history needs of the species. Migratory birds that only breed and forage on site but winter elsewhere would be an example of a species that may occur in this habitat type but not for their entire life history. If secondary breeding and foraging habitat (see definition below) is also analyzed for a species, breeding and foraging is modified by the term primary. This modifier indicates that this species uses primary habitat more often and the habitat is adequate to support the species in terms of breeding and foraging.

- Secondary Breeding and Foraging: The habitat is less frequently used by the species. In the absence of primary breeding and foraging habitat, secondary breeding and foraging habitat alone may not be adequate to support the species.

- Foraging Habitat: Habitat used exclusively by the species for foraging and does not provide for other life history needs of the species; for example, shelter and breeding. For little willow flycatcher, the habitat type refers to foraging and stopover habitat. "Stopover habitat" refers to habitat used during migration stopovers.

- Secondary Foraging Habitat: Habitat used less frequently for foraging. In the absence of primary foraging habitat, secondary foraging habitat may not be adequate to support the species.

American peregrine falcon
Falco peregrinus anatum

Federal Status: BCC, FS
State Status: SE, FP, CDF

Standard Vegetation Input Parameters (including general and specific vegetation community) and Habitat Type

AGRICULTURE	AGRICULTURE	Foraging
GRASSLAND	ANNUAL GRASSLAND	Foraging
GRASSLAND	DISTURBED/NON-NATIVE GRASSLAND	Foraging
GRASSLAND	GRASSLAND	Foraging
GRASSLAND	NATIVE GRASSLAND	Foraging
LAKE	LAKE	Foraging
RIPARIAN SCRUB	RIPARIAN SCRUB	Foraging
RIPARIAN/WETLAND	RIPARIAN/WETLAND	Foraging
WASH	DESERT WASH/RIPARIAN/SEEPS	Foraging
WASH	WASH	Foraging
WETLAND	WETLAND	Foraging

Elevation: All

Other Parameters: A separate model was created for breeding habitat, in addition to the foraging habitat shown above. Breeding habitat included all steep cliff areas, defined as 50 degrees slopes or greater (or 119% slopes or greater).

Bald eagle
Haliaeetus leucocephalus

Federal Status: None
State Status: SE, FP, CDF

Standard Vegetation Input Parameters (including general and specific vegetation community) and Habitat Type

LAKE	LAKE	Foraging
RIPARIAN WOODLAND	OAK RIPARIAN	Wintering
RIPARIAN/WETLAND	RIPARIAN/WETLAND	Foraging
SAVANNA	BLACK OAK SAVANNA	Wintering
SAVANNA	BLUE OAK SAVANNA	Wintering
SAVANNA	CANYON OAK SAVANNA	Wintering
SAVANNA	INTERIOR OAK SAVANNA	Wintering
SAVANNA	MIXED OAK SAVANNA	Wintering
SAVANNA	OAK SAVANNA	Wintering
SAVANNA	UNDETERMINED SAVANNA	Wintering
SAVANNA	WHITE OAK SAVANNA	Wintering
WETLAND	WETLAND	Foraging
WOODLAND	BLACK OAK WOODLAND	Wintering
WOODLAND	BLUE OAK WOODLAND	Wintering
WOODLAND	CANYON OAK WOODLAND	Wintering
WOODLAND	INTERIOR OAK WOODLAND	Wintering
WOODLAND	MIXED OAK WOODLAND	Wintering
WOODLAND	OAK WOODLAND	Wintering
WOODLAND	UNDETERMINED WOODLAND	Wintering
WOODLAND	WHITE OAK WOODLAND	Wintering

Elevation: All

Other Parameters: Suitable habitat includes only those vegetation communities listed above that were within 1 mile of Castac Lake.

Burrowing owl
Athene cunicularia

Federal Status: BCC, BLM
State Status: CSC

Standard Vegetation Input Parameters (including general and specific vegetation community) and Habitat Type

AGRICULTURE	AGRICULTURE	Secondary Breeding and Foraging
GRASSLAND	ANNUAL GRASSLAND	Primary Breeding and Foraging
GRASSLAND	DISTURBED/NON-NATIVE GRASSLAND	Primary Breeding and Foraging
GRASSLAND	GRASSLAND	Primary Breeding and Foraging
GRASSLAND	NATIVE GRASSLAND	Primary Breeding and Foraging
SCRUB	ALLUVIAL SCRUB	Secondary Breeding and Foraging
SCRUB	MOJAVEAN SCRUB	Secondary Breeding and Foraging
SCRUB	SALTBUSH/BUCKWHEAT SCRUB	Secondary Breeding and Foraging
SCRUB	SCRUB	Secondary Breeding and Foraging

Elevation: All

Other Parameters: None

California condor
Gymnogyps californianus

Federal Status: FE
State Status: SE, CDF

Standard Vegetation Input Parameters (including general and specific vegetation community) and Habitat Type

AGRICULTURE	AGRICULTURE	Foraging Habitat
GRASSLAND	DISTURBED/NON-NATIVE GRASSLAND	Foraging Habitat
GRASSLAND	GRASSLAND	Foraging Habitat
GRASSLAND	NATIVE GRASSLAND	Foraging Habitat
SAVANNA	BLACK OAK SAVANNA	Foraging Habitat
SAVANNA	BLUE OAK SAVANNA	Foraging Habitat
SAVANNA	CANYON OAK SAVANNA	Foraging Habitat
SAVANNA	GRAY PINE SAVANNA	Foraging Habitat
SAVANNA	INTERIOR OAK SAVANNA	Foraging Habitat
SAVANNA	MIXED OAK SAVANNA	Foraging Habitat
SAVANNA	OAK SAVANNA	Foraging Habitat
SAVANNA	UNDETERMINED SAVANNA	Foraging Habitat
SAVANNA	WHITE OAK SAVANNA	Foraging Habitat
SCRUB	ALLUVIAL SCRUB	Foraging Habitat
SCRUB	MOJAVEAN SCRUB	Foraging Habitat
SCRUB	SALTBUSH/BUCKWHEAT SCRUB	Foraging Habitat
SCRUB	SCRUB	Foraging Habitat

Elevation: All

Other Parameters: Included vegetation communities listed above and that meet the canopy cover parameters (described below) only where these communities occur on ridgetops (i.e., within 100 feet of the centerline of the mapped ridgetops within Covered Lands) or on slopes equal to or greater than 17 degrees (or equal to or greater than 30% slopes). In addition, only vegetation communities that also have 0–10% canopy cover or 10%–40% canopy cover or grass, not-a-part, and chaparral were included in the final model due to the need for condor to forage in open habitats.

Coast horned lizard (*frontale* and *blainvilii* populations)
Phrynosoma coronatum

Federal Status: FS
State Status: CSC

Standard Vegetation Input Parameters (including general and specific vegetation community) and Habitat Type

CONIFER	CONIFER/MIXED OAK	Primary Breeding/Foraging Habitat
CONIFER	INCENSE CEDAR STAND	Primary Breeding/Foraging Habitat
CONIFER	INTERMIXED CONIFER	Primary Breeding/Foraging Habitat
CONIFER	WHITE FIR STAND	Primary Breeding/Foraging Habitat
CONIFER	WHITE FIR/MIXED OAK	Primary Breeding/Foraging Habitat
GRASSLAND	DISTURBED/NON-NATIVE GRASSLAND	Primary Breeding/Foraging Habitat
GRASSLAND	GRASSLAND	Primary Breeding/Foraging Habitat
GRASSLAND	NATIVE GRASSLAND	Primary Breeding/Foraging Habitat
RIPARIAN SCRUB	RIPARIAN SCRUB	Secondary Breeding/Foraging habitat
RIPARIAN WOODLAND	OAK RIPARIAN	Secondary Breeding/Foraging habitat
RIPARIAN WOODLAND	RIPARIAN WOODLAND	Secondary Breeding/Foraging habitat
RIPARIAN/WETLAND	RIPARIAN/WETLAND	Secondary Breeding/Foraging habitat
SCRUB	ALLUVIAL SCRUB	Primary Breeding/Foraging Habitat
SCRUB	MOJAVEAN SCRUB	Primary Breeding/Foraging Habitat
SCRUB	SALTBUSH/BUCKWHEAT SCRUB	Primary Breeding/Foraging Habitat
SCRUB	SCRUB	Primary Breeding/Foraging Habitat
WASH	DESERT WASH/RIPARIAN/SEEPS	Primary Breeding/Foraging Habitat
WASH	WASH	Primary Breeding/Foraging Habitat
WOODLAND	BLACK OAK WOODLAND	Primary Breeding/Foraging Habitat
WOODLAND	BLUE OAK WOODLAND	Primary Breeding/Foraging Habitat
WOODLAND	CALIFORNIA BUCKEYE WOODLAND	Primary Breeding/Foraging Habitat
WOODLAND	CANYON OAK WOODLAND	Primary Breeding/Foraging Habitat
WOODLAND	GRAY PINE WOODLAND	Primary Breeding/Foraging Habitat
WOODLAND	INTERIOR OAK WOODLAND	Primary Breeding/Foraging Habitat
WOODLAND	MIXED OAK WOODLAND	Primary Breeding/Foraging Habitat
WOODLAND	OAK WOODLAND	Primary Breeding/Foraging Habitat
WOODLAND	PINYON PINE WOODLAND	Primary Breeding/Foraging Habitat
WOODLAND	UNDETERMINED WOODLAND	Primary Breeding/Foraging Habitat
WOODLAND	WHITE OAK WOODLAND	Primary Breeding/Foraging Habitat

Elevation: All

Other Parameters: 70% or less canopy cover for coast horned lizard suitable habitat, both primary and secondary.

Fort Tejon woolly sunflower
Eriophyllum lanatum var. *hallii*

Federal Status: None
State Status: None
CRPR: 1B.1

Standard Vegetation Input Parameters (including general and specific vegetation community) and Habitat Type

CHAPARRAL	BREWERS OAK SCRUB	Suitable Habitat
CHAPARRAL	CHAPARRAL	Suitable Habitat
CHAPARRAL	SCRUB OAK	Suitable Habitat
CHAPARRAL	UNDETERMINED CHAPARRAL	Suitable Habitat
CONIFER	CONIFER/MIXED OAK	Suitable Habitat
CONIFER	INCENSE CEDAR STAND	Suitable Habitat
CONIFER	INTERMIXED CONIFER	Suitable Habitat
CONIFER	WHITE FIR STAND	Suitable Habitat
CONIFER	WHITE FIR/MIXED OAK	Suitable Habitat
RIPARIAN WOODLAND	OAK RIPARIAN	Suitable Habitat
RIPARIAN WOODLAND	RIPARIAN WOODLAND	Suitable Habitat
SAVANNA	BLACK OAK SAVANNA	Suitable Habitat
SAVANNA	BLUE OAK SAVANNA	Suitable Habitat
SAVANNA	CANYON OAK SAVANNA	Suitable Habitat
SAVANNA	GRAY PINE SAVANNA	Suitable Habitat
SAVANNA	INTERIOR OAK SAVANNA	Suitable Habitat
SAVANNA	MIXED OAK SAVANNA	Suitable Habitat
SAVANNA	OAK SAVANNA	Suitable Habitat
SAVANNA	UNDETERMINED SAVANNA	Suitable Habitat
SAVANNA	WHITE OAK SAVANNA	Suitable Habitat
SCRUB	SCRUB	Suitable Habitat
WOODLAND	BLACK OAK WOODLAND	Suitable Habitat
WOODLAND	BLUE OAK WOODLAND	Suitable Habitat
WOODLAND	CALIFORNIA BUCKEYE WOODLAND	Suitable Habitat
WOODLAND	CANYON OAK WOODLAND	Suitable Habitat
WOODLAND	GRAY PINE WOODLAND	Suitable Habitat
WOODLAND	INTERIOR OAK WOODLAND	Suitable Habitat
WOODLAND	MIXED OAK WOODLAND	Suitable Habitat
WOODLAND	OAK WOODLAND	Suitable Habitat
WOODLAND	PINYON PINE WOODLAND	Suitable Habitat
WOODLAND	UNDETERMINED WOODLAND	Suitable Habitat
WOODLAND	WHITE OAK WOODLAND	Suitable Habitat

Elevation: 3,400–5,000 feet

Other Parameters: None

Golden eagle
Aquila chrysaetos

Federal Status: BCC, BLM
State Status: CDF, FP, WL

Standard Vegetation Input Parameters (including general and specific vegetation community) and Habitat Type

AGRICULTURE	AGRICULTURE	Foraging
GRASSLAND	ANNUAL GRASSLAND	Foraging
GRASSLAND	DISTURBED/NON-NATIVE GRASSLAND	Foraging
GRASSLAND	GRASSLAND	Foraging
GRASSLAND	NATIVE GRASSLAND	Foraging
RIPARIAN WOODLAND	OAK RIPARIAN	Primary Breeding
RIPARIAN/WETLAND	RIPARIAN/WETLAND	Foraging
SAVANNA	BLACK OAK SAVANNA	Breeding and Foraging
SAVANNA	BLUE OAK SAVANNA	Breeding and Foraging
SAVANNA	CANYON OAK SAVANNA	Breeding and Foraging
SAVANNA	INTERIOR OAK SAVANNA	Breeding and Foraging
SAVANNA	MIXED OAK SAVANNA	Breeding and Foraging
SAVANNA	OAK SAVANNA	Breeding and Foraging
SAVANNA	UNDETERMINED SAVANNA	Breeding and Foraging
SAVANNA	WHITE OAK SAVANNA	Breeding and Foraging
SCRUB	ALLUVIAL SCRUB	Foraging
SCRUB	MOJAVEAN SCRUB	Foraging
SCRUB	SALTBUSH/BUCKWHEAT SCRUB	Foraging
SCRUB	SCRUB	Foraging
WASH	DESERT WASH/RIPARIAN/SEEPS	Foraging
WASH	WASH	Foraging
WOODLAND	BLACK OAK WOODLAND	Primary Breeding
WOODLAND	BLUE OAK WOODLAND	Primary Breeding
WOODLAND	CANYON OAK WOODLAND	Primary Breeding
WOODLAND	INTERIOR OAK WOODLAND	Primary Breeding
WOODLAND	MIXED OAK WOODLAND	Primary Breeding
WOODLAND	OAK WOODLAND	Primary Breeding
WOODLAND	UNDETERMINED WOODLAND	Primary Breeding
WOODLAND	WHITE OAK WOODLAND	Primary Breeding

Elevation: All

Other Parameters: None

Kusche's sandwort
Arenaria macradenia var. *kuschei*

Federal Status: None
State Status: None
CRPR: 1B.1

Standard Vegetation Input Parameters (including general and specific vegetation community) and Habitat Type

CHAPARRAL	BREWERS OAK SCRUB	Suitable Habitat
CHAPARRAL	CHAPARRAL	Suitable Habitat
CHAPARRAL	SCRUB OAK	Suitable Habitat
CHAPARRAL	UNDETERMINED CHAPARRAL	Suitable Habitat
RIPARIAN WOODLAND	OAK RIPARIAN	Suitable Habitat
SAVANNA	BLACK OAK SAVANNA	Suitable Habitat
SAVANNA	BLUE OAK SAVANNA	Suitable Habitat
SAVANNA	CANYON OAK SAVANNA	Suitable Habitat
SAVANNA	INTERIOR OAK SAVANNA	Suitable Habitat
SAVANNA	MIXED OAK SAVANNA	Suitable Habitat
SAVANNA	OAK SAVANNA	Suitable Habitat
SAVANNA	UNDETERMINED SAVANNA	Suitable Habitat
SAVANNA	WHITE OAK SAVANNA	Suitable Habitat
WOODLAND	BLACK OAK WOODLAND	Suitable Habitat
WOODLAND	BLUE OAK WOODLAND	Suitable Habitat
WOODLAND	CALIFORNIA BUCKEYE WOODLAND	Suitable Habitat
WOODLAND	CANYON OAK WOODLAND	Suitable Habitat
WOODLAND	INTERIOR OAK WOODLAND	Suitable Habitat
WOODLAND	MIXED OAK WOODLAND	Suitable Habitat
WOODLAND	OAK WOODLAND	Suitable Habitat
WOODLAND	UNDETERMINED WOODLAND	Suitable Habitat
WOODLAND	WHITE OAK WOODLAND	Suitable Habitat

Elevation: 3,800–5,600 feet

Other Parameters: Granitic soils

Least Bell's vireo
Vireo bellii pusillus

Federal Status: FE, BCC
State Status: SE

Standard Vegetation Input Parameters (including general and specific vegetation community) and Habitat Type

RIPARIAN SCRUB	RIPARIAN SCRUB	Breeding and Foraging
RIPARIAN WOODLAND	OAK RIPARIAN	Breeding and Foraging
RIPARIAN WOODLAND	RIPARIAN WOODLAND	Breeding and Foraging
RIPARIAN/WETLAND	RIPARIAN/WETLAND	Breeding and Foraging
WASH	DESERT WASH/RIPARIAN/SEEPS	Breeding and Foraging

Elevation: 1,900–4,100 feet

Other Parameters: None

Little willow flycatcher
Empidonax traillii brewsteri

Federal Status: None
State Status: SE

Standard Vegetation Input Parameters (including general and specific vegetation community) and Habitat Type

RIPARIAN SCRUB	RIPARIAN SCRUB	Foraging and Stopover
RIPARIAN WOODLAND	OAK RIPARIAN	Foraging and Stopover
RIPARIAN WOODLAND	RIPARIAN WOODLAND	Foraging and Stopover
RIPARIAN/WETLAND	RIPARIAN/WETLAND	Foraging and Stopover
WASH	DESERT WASH/RIPARIAN/SEEPS	Foraging and Stopover

Elevation: All

Other Parameters: None

Purple martin
Progne subis

Federal Status: None
State Status: CSC

Standard Vegetation Input Parameters (including general and specific vegetation community) and Habitat Type

CONIFER	CONIFER/MIXED OAK	Breeding and Foraging
CONIFER	INCENSE CEDAR STAND	Breeding and Foraging
CONIFER	INTERMIXED CONIFER	Breeding and Foraging
CONIFER	WHITE FIR STAND	Breeding and Foraging
CONIFER	WHITE FIR/MIXED OAK	Breeding and Foraging
RIPARIAN WOODLAND	OAK RIPARIAN	Breeding and Foraging
RIPARIAN WOODLAND	RIPARIAN WOODLAND	Breeding and Foraging
SAVANNA	BLACK OAK SAVANNA	Breeding and Foraging
SAVANNA	BLUE OAK SAVANNA	Breeding and Foraging
SAVANNA	CANYON OAK SAVANNA	Breeding and Foraging
SAVANNA	GRAY PINE SAVANNA	Breeding and Foraging
SAVANNA	INTERIOR OAK SAVANNA	Breeding and Foraging
SAVANNA	MIXED OAK SAVANNA	Breeding and Foraging
SAVANNA	OAK SAVANNA	Breeding and Foraging
SAVANNA	UNDETERMINED SAVANNA	Breeding and Foraging
SAVANNA	WHITE OAK SAVANNA	Breeding and Foraging
WOODLAND	BLACK OAK WOODLAND	Breeding and Foraging
WOODLAND	BLUE OAK WOODLAND	Breeding and Foraging
WOODLAND	CALIFORNIA BUCKEYE WOODLAND	Breeding and Foraging
WOODLAND	CANYON OAK WOODLAND	Breeding and Foraging
WOODLAND	GRAY PINE WOODLAND	Breeding and Foraging
WOODLAND	INTERIOR OAK WOODLAND	Breeding and Foraging
WOODLAND	MIXED OAK WOODLAND	Breeding and Foraging
WOODLAND	OAK WOODLAND	Breeding and Foraging
WOODLAND	PINYON PINE WOODLAND	Breeding and Foraging
WOODLAND	UNDETERMINED WOODLAND	Breeding and Foraging
WOODLAND	WHITE OAK WOODLAND	Breeding and Foraging

Elevation: All

Other Parameters: None

Ringtail
Bassariscus astutus

Federal Status: None
State Status: FP

Standard Vegetation Input Parameters (including general and specific vegetation community) and Habitat Type

LAKE	LAKE	Suitable Habitat
RIPARIAN SCRUB	RIPARIAN SCRUB	Suitable Habitat
RIPARIAN WOODLAND	RIPARIAN WOODLAND	Suitable Habitat
RIPARIAN/WETLAND	RIPARIAN/WETLAND	Suitable Habitat
WASH	DESERT WASH/RIPARIAN/SEEPS	Suitable Habitat
WETLAND	WETLAND	Suitable Habitat

Elevation: All

Other Parameters: Includes the vegetation communities listed above, seeps and springs, and perennial steams. These areas were buffered by 1 kilometer (3,281 feet) and suitable habitat includes all areas within that 1 kilometer-buffered area.

Round-leaved filaree
California macrophylla [Erodium macrophyllum]

Federal Status: None
State Status: None
CRPR: 1B.1

Standard Vegetation Input Parameters (including general and specific vegetation community) and Habitat Type

CHAPARRAL	SCRUB OAK	Suitable Habitat
CONIFER	CONIFER/MIXED OAK	Suitable Habitat
CONIFER	INCENSE CEDAR STAND	Suitable Habitat
CONIFER	INTERMIXED CONIFER	Suitable Habitat
CONIFER	WHITE FIR STAND	Suitable Habitat
CONIFER	WHITE FIR/MIXED OAK	Suitable Habitat
GRASSLAND	ANNUAL GRASSLAND	Suitable Habitat
GRASSLAND	DISTURBED/NON-NATIVE GRASSLAND	Suitable Habitat
GRASSLAND	GRASSLAND	Suitable Habitat
GRASSLAND	NATIVE GRASSLAND	Suitable Habitat
RIPARIAN WOODLAND	OAK RIPARIAN	Suitable Habitat
SAVANNA	BLACK OAK SAVANNA	Suitable Habitat
SAVANNA	BLUE OAK SAVANNA	Suitable Habitat
SAVANNA	CANYON OAK SAVANNA	Suitable Habitat
SAVANNA	GRAY PINE SAVANNA	Suitable Habitat
SAVANNA	INTERIOR OAK SAVANNA	Suitable Habitat
SAVANNA	MIXED OAK SAVANNA	Suitable Habitat
SAVANNA	OAK SAVANNA	Suitable Habitat
SAVANNA	UNDETERMINED SAVANNA	Suitable Habitat
SAVANNA	WHITE OAK SAVANNA	Suitable Habitat
SCRUB	SCRUB	Suitable Habitat
WOODLAND	BLACK OAK WOODLAND	Suitable Habitat
WOODLAND	BLUE OAK WOODLAND	Suitable Habitat
WOODLAND	CALIFORNIA BUCKEYE WOODLAND	Suitable Habitat
WOODLAND	CANYON OAK WOODLAND	Suitable Habitat
WOODLAND	GRAY PINE WOODLAND	Suitable Habitat
WOODLAND	INTERIOR OAK WOODLAND	Suitable Habitat
WOODLAND	MIXED OAK WOODLAND	Suitable Habitat
WOODLAND	OAK WOODLAND	Suitable Habitat
WOODLAND	PINYON PINE WOODLAND	Suitable Habitat
WOODLAND	UNDETERMINED WOODLAND	Suitable Habitat
WOODLAND	WHITE OAK WOODLAND	Suitable Habitat

Elevation: 1,900–4,600 feet
Other Parameters: Clay soils

Southwestern willow flycatcher
Empidonax traillii extimus

Federal Status: FE
State Status: SE

Standard Vegetation Input Parameters (including general and specific vegetation community) and Habitat Type

RIPARIAN SCRUB	RIPARIAN SCRUB	Breeding and Foraging
RIPARIAN WOODLAND	OAK RIPARIAN	Breeding and Foraging
RIPARIAN WOODLAND	RIPARIAN WOODLAND	Breeding and Foraging
RIPARIAN/WETLAND	RIPARIAN/WETLAND	Breeding and Foraging
WASH	DESERT WASH/RIPARIAN/SEEPS	Breeding and Foraging

Elevation: All

Other Parameters: None

Striped adobe-lily
Fritillaria striata

Federal Status: None
State Status: ST
CRPR: 1B.1

Standard Vegetation Input Parameters (including general and specific vegetation community) and Habitat Type

GRASSLAND	ANNUAL GRASSLAND	Suitable Habitat
GRASSLAND	DISTURBED/NON-NATIVE GRASSLAND	Suitable Habitat
GRASSLAND	GRASSLAND	Suitable Habitat
GRASSLAND	NATIVE GRASSLAND	Suitable Habitat
SAVANNA	BLACK OAK SAVANNA	Suitable Habitat
SAVANNA	BLUE OAK SAVANNA	Suitable Habitat
SAVANNA	CANYON OAK SAVANNA	Suitable Habitat
SAVANNA	INTERIOR OAK SAVANNA	Suitable Habitat
SAVANNA	MIXED OAK SAVANNA	Suitable Habitat
SAVANNA	OAK SAVANNA	Suitable Habitat
SAVANNA	UNDETERMINED SAVANNA	Suitable Habitat
SAVANNA	WHITE OAK SAVANNA	Suitable Habitat

Elevation: 1,900–4,800 feet

Other Parameters: Clay soils

Tehachapi buckwheat
Eriogonum callistum

Federal Status: None
State Status: None
CRPR: 1B.1

Standard Vegetation Input Parameters (including general and specific vegetation community) and Habitat Type

CHAPARRAL	BREWERS OAK SCRUB	Suitable Habitat
CHAPARRAL	CHAPARRAL	Suitable Habitat
CHAPARRAL	SCRUB OAK	Suitable Habitat
CHAPARRAL	UNDETERMINED CHAPARRAL	Suitable Habitat
WOODLAND	PINYON PINE WOODLAND	Suitable Habitat

Elevation: 4,400–5,500 feet

Other Parameters: Include vegetation communities listed above that were also within the following soil types, which are the soil types on which the species has been documented: Anaverde Gravelly Loam, 50% to 75% Slopes; or Xerorthents-Rock Outcrop Complex, Very Steep or Lebec Rocky Loam, 15% to 50% Percent Slopes.

Tehachapi pocket mouse
Perognathus alticolus inexpectatus

Federal Status: None
State Status: CSC

Standard Vegetation Input Parameters (including general and specific vegetation community) and Habitat Type

CONIFER	CONIFER/MIXED OAK	Suitable Habitat
CONIFER	INCENSE CEDAR STAND	Suitable Habitat
CONIFER	INTERMIXED CONIFER	Suitable Habitat
CONIFER	WHITE FIR STAND	Suitable Habitat
CONIFER	WHITE FIR/MIXED OAK	Suitable Habitat
SAVANNA	BLACK OAK SAVANNA	Suitable Habitat
SAVANNA	BLUE OAK SAVANNA	Suitable Habitat
SAVANNA	CANYON OAK SAVANNA	Suitable Habitat
SAVANNA	GRAY PINE SAVANNA	Suitable Habitat
SAVANNA	INTERIOR OAK SAVANNA	Suitable Habitat
SAVANNA	MIXED OAK SAVANNA	Suitable Habitat
SAVANNA	OAK SAVANNA	Suitable Habitat
SAVANNA	UNDETERMINED SAVANNA	Suitable Habitat
SAVANNA	WHITE OAK SAVANNA	Suitable Habitat
SCRUB	ALLUVIAL SCRUB	Suitable Habitat
SCRUB	MOJAVEAN SCRUB	Suitable Habitat
SCRUB	SALTBUSH/BUCKWHEAT SCRUB	Suitable Habitat
SCRUB	SCRUB	Suitable Habitat
WOODLAND	GRAY PINE WOODLAND	Suitable Habitat
WOODLAND	PINYON PINE WOODLAND	Suitable Habitat

Elevation: 3,500–6,000 feet
Other Parameters: Suitable habitat included vegetation communities that also meet both of the following criteria: (1) is located within the Antelope-Fremont Valley watershed and (2) is equal to or less than 9 degrees (or equal to or less than 15% slope).

Tehachapi slender salamander
Batrachoseps stebbinsi

Federal Status: BLM, FS
State Status: ST

Standard Vegetation Input Parameters (including general and specific vegetation community) and Habitat Type

CHAPARRAL	CHAPARRAL	Suitable Habitat
CHAPARRAL	SCRUB OAK	Suitable Habitat
CONIFER	CONIFER/MIXED OAK	Suitable Habitat
CONIFER	INTERMIXED CONIFER	Suitable Habitat
CONIFER	WHITE FIR/MIXED OAK	Suitable Habitat
CONIFER	INCENSE CEDAR STAND	Suitable Habitat
SAVANNA	BLACK OAK SAVANNA	Suitable Habitat
SAVANNA	BLUE OAK SAVANNA	Suitable Habitat
SAVANNA	CANYON OAK SAVANNA	Suitable Habitat
SAVANNA	INTERIOR OAK SAVANNA	Suitable Habitat
SAVANNA	MIXED OAK SAVANNA	Suitable Habitat
SAVANNA	OAK SAVANNA	Suitable Habitat
SAVANNA	UNDETERMINED SAVANNAH	Suitable Habitat
SCRUB	SCRUB	Suitable Habitat
SCRUB	SALTBUSH/BUCKWHEAT SCRUB	Suitable Habitat
SCRUB	ALLUVIAL SCRUB	Suitable Habitat
SCRUB	MOJAVEAN SCRUB	Suitable Habitat
RIPARIAN WOODLAND	OAK RIPARIAN	Suitable Habitat
RIPARIAN WOODLAND	RIPARIAN WOODLAND	Suitable Habitat
WOODLAND	BLACK OAK WOODLAND	Suitable Habitat
WOODLAND	CALIFORNIA BUCKEYE WOODLAND	Suitable Habitat
WOODLAND	CANYON OAK WOODLAND	Suitable Habitat
WOODLAND	MIXED OAK WOODLAND	Suitable Habitat
WOODLAND	OAK WOODLAND	Suitable Habitat
WOODLAND	UNDETERMINED WOODLAND	Suitable Habitat
WOODLAND	WHITE OAK WOODLAND	Suitable Habitat
WOODLAND	BLUE OAK WOODLAND	Suitable Habitat
WOODLAND	PINYON PINE WOODLAND	Suitable Habitat

Elevation: 1,900–5,000 feet

Other Parameters: Suitable habitat areas included the vegetation communities listed above (40% to 70% canopy cover; or 70% to 100% canopy cover) that are within 300 feet (150 feet each side) of 1:24000 USGS blue line streams and on north-facing slopes (0° to 90° and 0° to 270°).

Tejon poppy
Eschscholzia lemmonii ssp. *kernensis*

Federal Status: None
State Status: None
CRPR: 1B.1

Standard Vegetation Input Parameters (including general and specific vegetation community) and Habitat Type

GRASSLAND	ANNUAL GRASSLAND	Suitable Habitat
GRASSLAND	DISTURBED/NON-NATIVE GRASSLAND	Suitable Habitat
GRASSLAND	GRASSLAND	Suitable Habitat
GRASSLAND	NATIVE GRASSLAND	Suitable Habitat
SCRUB	ALLUVIAL SCRUB	Suitable Habitat
SCRUB	SALTBUSH/BUCKWHEAT SCRUB	Suitable Habitat
SCRUB	SCRUB	Suitable Habitat

Elevation: 1,900–3,300 feet

Other Parameters: None

Tricolored blackbird
Agelaius tricolor

Federal Status: BCC, BLM
State Status: CSC

Standard Vegetation Input Parameters (including general and specific vegetation community) and Habitat Type

AGRICULTURE	AGRICULTURE	Foraging
GRASSLAND	ANNUAL GRASSLAND	Foraging
GRASSLAND	DISTURBED/NON-NATIVE GRASSLAND	Foraging
GRASSLAND	GRASSLAND	Foraging
GRASSLAND	NATIVE GRASSLAND	Foraging
RIPARIAN SCRUB	RIPARIAN SCRUB	Foraging
RIPARIAN WOODLAND	OAK RIPARIAN	Foraging
RIPARIAN WOODLAND	RIPARIAN WOODLAND	Foraging
RIPARIAN/WETLAND	RIPARIAN/WETLAND	Breeding
WASH	DESERT WASH/RIPARIAN/SEEPS	Foraging
WETLAND	WETLAND	Breeding

Elevation: 1,900–4,000 feet

Other Parameters: None

Two-striped garter snake
Thamnophis hammondii

Federal Status: BLM, FS
State Status: CSC

Standard Vegetation Input Parameters (including general and specific vegetation community) and Habitat Type

RIPARIAN SCRUB	RIPARIAN SCRUB	Suitable Habitat
RIPARIAN WOODLAND	OAK RIPARIAN	Suitable Habitat
RIPARIAN WOODLAND	RIPARIAN WOODLAND	Suitable Habitat
RIPARIAN/WETLAND	RIPARIAN/WETLAND	Suitable Habitat
WASH	DESERT WASH/RIPARIAN/SEEPS	Suitable Habitat
WASH	WASH	Suitable Habitat
WETLAND	WETLAND	Suitable Habitat

Elevation: All

Other Parameters: Vegetation communities listed above, perennial streams (with a 200-foot buffer/100 feet per side), and seeps and springs (with a 200-foot buffer/100 feet per side) within the Western Transverse Range only.

Valley elderberry longhorn beetle
Desmocerus californicus dimorphus

Federal Status: FT
State Status: None

Standard Vegetation Input Parameters (including general and specific vegetation community) and Habitat Type

CONIFER	INTERMIXED CONIFER	Suitable Habitat
SAVANNA	BLUE OAK SAVANNA	Suitable Habitat
SAVANNA	CANYON OAK SAVANNA	Suitable Habitat
SAVANNA	INTERIOR OAK SAVANNA	Suitable Habitat
SAVANNA	MIXED OAK SAVANNA	Suitable Habitat
SAVANNA	OAK SAVANNA	Suitable Habitat
SAVANNA	UNDETERMINED SAVANNA	Suitable Habitat
SAVANNA	WHITE OAK SAVANNA	Suitable Habitat
WOODLAND	BLACK OAK WOODLAND	Suitable Habitat
WOODLAND	BLUE OAK WOODLAND	Suitable Habitat
WOODLAND	CALIFORNIA BUCKEYE WOODLAND	Suitable Habitat
WOODLAND	CANYON OAK WOODLAND	Suitable Habitat
WOODLAND	INTERIOR OAK WOODLAND	Suitable Habitat
WOODLAND	MIXED OAK WOODLAND	Suitable Habitat
WOODLAND	OAK WOODLAND	Suitable Habitat
WOODLAND	WHITE OAK WOODLAND	Suitable Habitat

Elevation: 1,900–3,000 feet

Other Parameters: Vegetation included in model only if listed above and if the vegetation lies within 300 feet (150 feet on either side) of a 1:24000 USGS blue line stream.

Western spadefoot
Spea [Scaphiopus] hammondii

Federal Status: BLM
State Status: CSC

Standard Vegetation Input Parameters (including general and specific vegetation community) and Habitat Type

RIPARIAN SCRUB	RIPARIAN SCRUB	Suitable Habitat
RIPARIAN WOODLAND	OAK RIPARIAN	Suitable Habitat
RIPARIAN WOODLAND	RIPARIAN WOODLAND	Suitable Habitat
RIPARIAN/WETLAND	RIPARIAN/WETLAND	Suitable Habitat
WASH	DESERT WASH/RIPARIAN/SEEPS	Suitable Habitat
WASH	WASH	Suitable Habitat
WETLAND	WETLAND	Suitable Habitat

Elevation: 1,900–4,500 feet

Other Parameters: Included all vegetation communities listed above and seeps and springs buffered by 5 feet on each side (10 feet total).

Western yellow-billed cuckoo
Coccyzus americanus occidentalis

Federal Status: BCC, FC, FS
State Status: SE

Standard Vegetation Input Parameters (including general and specific vegetation community) and Habitat Type

RIPARIAN SCRUB	RIPARIAN SCRUB	Breeding and Foraging
RIPARIAN WOODLAND	OAK RIPARIAN	Breeding and Foraging
RIPARIAN WOODLAND	RIPARIAN WOODLAND	Breeding and Foraging
RIPARIAN/WETLAND	RIPARIAN/WETLAND	Breeding and Foraging
WASH	DESERT WASH/RIPARIAN/SEEPS	Breeding and Foraging

Elevation: All

Other Parameters: None

White-tailed kite
Elanus leucurus

Federal Status: None
State Status: FP

Standard Vegetation Input Parameters (including general and specific vegetation community) and Habitat Type

AGRICULTURE	AGRICULTURE	Foraging
GRASSLAND	ANNUAL GRASSLAND	Foraging
GRASSLAND	DISTURBED/NON-NATIVE GRASSLAND	Foraging
GRASSLAND	GRASSLAND	Foraging
GRASSLAND	NATIVE GRASSLAND	Foraging
WETLAND	WETLAND	Foraging

Elevation: Determined by the year-round range map for the species provided by California Wildlife Habitat Relationships System (CDFG 2007d), generally coastal and valley lowlands.

Other Parameters: Included all vegetation communities listed above within 1 kilometer (3,281 feet) on each side (2 kilometers (6,562 feet) total) of perennial streams and Castac Lake.

Yellow warbler
Dendroica petechia brewsteri

Federal Status: None
State Status: CSC

Standard Vegetation Input Parameters (including general and specific vegetation community) and Habitat Type

CONIFER	CONIFER/MIXED OAK	Secondary Foraging
CONIFER	INTERMIXED CONIFER	Secondary Foraging
CONIFER	WHITE FIR/MIXED OAK	Secondary Foraging
RIPARIAN SCRUB	RIPARIAN SCRUB	Breeding and Foraging
RIPARIAN WOODLAND	OAK RIPARIAN	Breeding and Foraging
RIPARIAN WOODLAND	RIPARIAN WOODLAND	Breeding and Foraging
RIPARIAN/WETLAND	RIPARIAN/WETLAND	Breeding and Foraging
WASH	DESERT WASH/RIPARIAN/SEEPS	Breeding and Foraging
WOODLAND	BLACK OAK WOODLAND	Secondary Foraging
WOODLAND	BLUE OAK WOODLAND	Secondary Foraging
WOODLAND	CANYON OAK WOODLAND	Secondary Foraging
WOODLAND	GRAY PINE WOODLAND	Secondary Foraging
WOODLAND	INTERIOR OAK WOODLAND	Secondary Foraging
WOODLAND	MIXED OAK WOODLAND	Secondary Foraging
WOODLAND	OAK WOODLAND	Secondary Foraging
WOODLAND	UNDETERMINED WOODLAND	Secondary Foraging
WOODLAND	WHITE OAK WOODLAND	Secondary Foraging

Elevation: All

Other Parameters: None

Yellow-blotched salamander
Ensatina eschscholtzi croceator

Federal Status: BLM
State Status: CSC

Standard Vegetation Input Parameters (including general and specific vegetation community) and Habitat Type

None selected for this species. See other parameters below.

Elevation: All

Other Parameters: Suitable habitat includes all vegetation communities on Covered Lands on north-facing slopes (0° to 90° and 0° to 270°) and with a canopy cover of 40% and greater (i.e., 40% to 70% canopy cover; or 70% to100% canopy cover).

Appendix D1

Covered Species Survey Methods

1.0 WILDLIFE RESOURCES

Dudek conducted surveys for special-status wildlife species in accordance with official protocol methods or other accepted methods where protocol survey methods were not available. Special-status wildlife species include all species listed under the federal Endangered Species Act, the California Endangered Species Act, as well as (1) California Special Concern (CSC) species designated by the California Department of Fish and Game (CDFG); (2) mammals and birds that are fully protected (FP) species, as described in Fish and Game Code, Sections 4700 and 3511; and (3) Birds of Conservation Concern (BCC) designated by the U.S. Fish and Wildlife Service (USFWS). When appropriate, global positioning system (GPS) equipment was used to collect data using sub-meter accuracy Trimble GPS units, unless otherwise noted.

The wildlife surveys described herein were conducted within the 26,417 ac. Tejon Mountain Village (TMV) project site, but they also included the nearby off-site Castac Lake and portions of Grapevine Creek to provide context for the survys (e.g., surveys for species that may primarily use the lake but also occur on the TMV project site). Suitable habitat modeling was conducted for the special-status species addressed in this document for the entire 138,000 ac. of Covered Lands. Because systematic wildlife surveys were not conducted in approximately 111,580 ac. (81%) of the Covered Lands, the habitat modeling had to rely on available vegetation community, soil, elevation, canopy cover, and topographic information, as described in detail in Appendix D. Because the habitat models used general landscape-level data and do not include all microhabitat features thay may be necessary for predicting species occurrences and occupied habitat, the habitat models are not intended to be used to quantify impacts and conservation of occupied habitat or species populations.

1.1 LITERATURE REVIEW

Prior to conducting fieldwork, pertinent literature on the wildlife of the region was reviewed to determine potential presence of species on the site, accepted protocol survey methodologies, and habitat preference and life history characteristics. This information was used to develop survey methodologies for those species that do not have a current standardized survey protocol. The literature included reports from prior wildlife surveys and literature on special-status wildlife species that could potentially occur within the TMV Planning Area. Information regarding wildlife in the region also was obtained through consultation with biologists at Jones & Stokes (J&S) that had previously surveyed portions of the site, other Dudek biologists with experience in the region, and staff at the Tejon Ranch Company (TRC).

The following list summarizes the principal references reviewed to conduct special-status wildlife surveys on the site:

- The CDFG California Natural Diversity Database (CNDDB) *Special Animals List*, which was first reviewed in January 2007 and reviewed after publication of each subsequent edition through February 2008 (CDFG 2008a)

- The CDFG CNDDB *Rarefind*, first reviewed for the TMV Planning Area and all areas within 10 mi. of the TMV Planning Area in January 2007 and reviewed again following subsequent editions through March 2008 (CDFG 2008b)

- *An Illustrated Exploration of the Herpetofauna of California*, including reptile and amphibian range maps (CaliforniaHerps 2008)

- *Amphibian and Reptile Species of Special Concern in California* (Jennings and Hayes 1994)

- *Amphibian Declines: The Conservation Status of United States Species* (Lannoo 2005)

- *A Field Guide to Western Reptiles and Amphibians* (Stebbins 2003).

- Range maps and descriptions provided in *California's Wildlife, Volume 2: Birds* (Zeiner et al. 1990a) and as updated by CDFG (2006a)

- Descriptions of range and occurrences within *Birds of Southern California: Status and Distribution* (Garrett and Dunn 1981)

- *The Birds of North America Online* references published by the Cornell Laboratory of Ornithology and the American Ornithologists' Union (Poole 2005)

- *A Field Guide to the Mammals: North America, North of Mexico* (Burt and Grossenheider 1976)

- *Wild Mammals of North America: Biology, Management, and Economics* (Chapman and Feldhamer 1982)

- *Mammals of the Pacific States: California, Oregon, and Washington* (Ingles 1965)

- *California Mammals* (Jameson and Peeters 1988)

- *California's Wildlife, Volume 3: Mammals* (Zeiner et al. 1990b)

- Maps and descriptions provided by *Butterflies and Moths of North America* online database (Opler et al. 2006)

- Range maps and descriptions provided in *Fish Species of Special Concern in California* (Moyle et al. 1995)

- *Jurisdictional Delineation Report for the Tejon Mountain Village Study Area* (Impact Sciences 2008)
- *Sensitive Butterfly Survey on Phase 1 Portion of Tejon Mountain Village Specific Plan, Kern County, California* (Bruyea Biological Consulting 2003)
- *Special-Status Amphibian, Reptile, and Bird Biological Evaluation for TMV* (Impact Sciences 2004)
- *Tejon Mountain Village Phase I Small Mammal Trapping Study* (Compliance Biology 2003)
- Unpublished draft *Tejon Mountain Village Biological Resources Technical Report* (J&S 2006).

1.2 NOMENCLATURE AND GENERAL SURVEY TECHNIQUES

Wildlife species detected during all field surveys by sight, calls, tracks, scat, or other sign were recorded. A list of all wildlife species observed within the TMV Specific Plan Area is included in Appendix B to Appendix I to Appendix E-1 to the Tejon Mountain Village EIR, attached to the Final EIS as Appendix X. Latin and common names of animals follow the *Complete List of Amphibian, Reptile, Bird, and Mammal Species in California* (CDFG 2006b) for reptiles, amphibians, birds, and mammals. For bird species, the 48th Supplement to the American Ornithologists' Union Check-list (Banks et al. 2007) was used to update the nomenclature used in CDFG (2006b). For insects, Emmel and Emmel (1973), Emmel (1998), Howe (1975), Scott (1986), and Hogue (1974) were used to update CDFG (2006b). Nelson et al. (2004) was used to update nomenclature for fish. Stebbins (2003) was used to update nomenclature for reptiles and amphibians. The CDFG Special Animals List (CDFG 2008a) was used for both the Latin and common names applied to special-status species, and to resolve nomenclature differences between the *Complete List of Amphibian, Reptile, Bird, and Mammal Species in California* (CDFG 2006b) and any of the updates listed above. Binoculars (10 × 50 mm; 8 × 32 mm power) and spotting scopes (Nikon 15×–60× and Bushnell 20×–60× magnification) were used to aid in the identification of observed wildlife.

1.3 SPECIAL-STATUS INVERTEBRATE SPECIES

Dudek conducted USFWS protocol-level focused surveys for the federally listed threatened valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*) in the TMV Planning Area.

Valley Elderberry Longhorn Beetle

Surveys for valley elderberry longhorn beetle were conducted in accordance with the *Conservation Guidelines for the Valley Elderberry Longhorn Beetle* (USFWS 1999). All areas at elevations less than 3,500 ft amsl (an elevation level approximately 500 ft higher than recorded for the species) within the TMV project's development envelope and within a 100 ft buffer of the development envelope were surveyed in accordance with the USFWS guidelines (USFWS 1999).

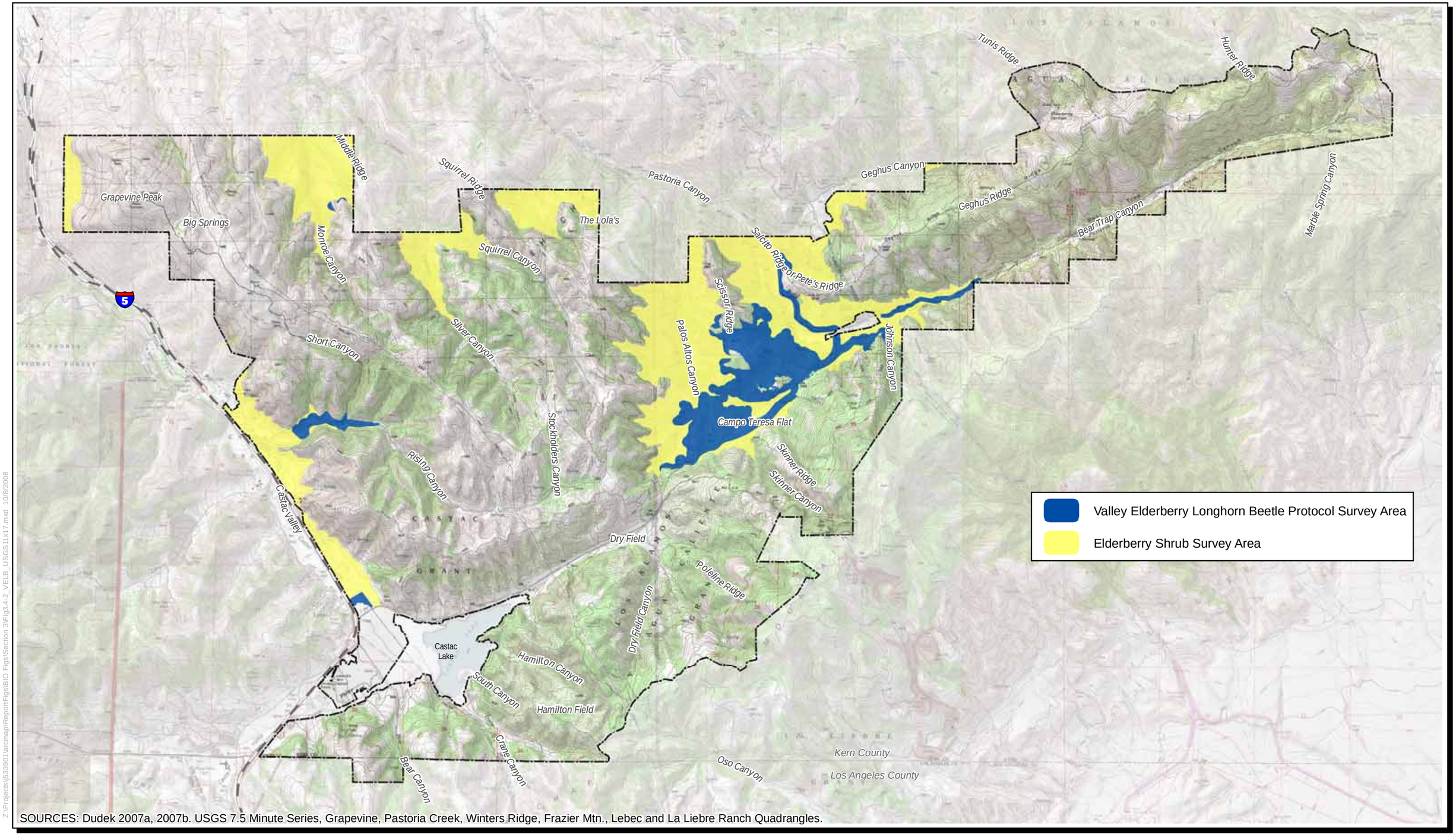
All elderberry plants within the general survey area were mapped using a GPS receiver. The elderberry shrub surveys were conducted by Dudek urban foresters and/or arborists Gerhard Bombe, Doug Duncanson, and Patrick Craig April 23 through 27, April 30, and May 1 through 3, 2007. The results of the general elderberry shrub survey are shown in yellow and blue on Figure D.1-1.

Dudek biologists Anita M. Hayworth and Brianna Wood conducted focused surveys for valley elderberry longhorn beetle within the focused survey areas, shown in blue only on Figure D.1-1, between April 30 and May 1, 2007 (see Table D.1-1). All elderberry shrubs within the survey area having one or more stems measuring 1 in. or greater in diameter at ground level were thoroughly searched for beetle exit holes, and the diameter size class of the elderberry was recorded.

Table D.1-1. Special-Status Valley Elderberry Longhorn Beetle Survey Schedule and Conditions

Survey Area	Personnel	Date
Elderberry Shrub Survey Area	GDB, DJD, PDC	04/23/07
Elderberry Shrub Survey Area	GDB, DJD, PDC	04/24/07
Elderberry Shrub Survey Area	GDB, DJD, PDC	04/25/07
Elderberry Shrub Survey Area	GDB, DJD, PDC	04/26/07
Elderberry Shrub Survey Area	GDB, DJD, PDC	04/27/07
Elderberry Shrub Survey Area	GDB, DJD, PDC	04/30/07
Focused Survey Area	AMH, BMW	04/30/07[1]
Elderberry Shrub Survey Area	GDB, DJD, PDC	05/01/07
Focused Survey Area	AMH, BMW	05/01/07[2]
Elderberry Shrub Survey Area	GDB, DJD, PDC	05/02/07
Elderberry Shrub Survey Area	GDB, DJD, PDB	05/03/07

Personnel key:
GDB: Gerhard Bombe; DJD: Doug Duncanson; PDC: Patrick Craig; AMH: Anita Hayworth; BMW: Brianna Wood.
[1]On 04/30/07, survey was conducted from 0911–1900; temperature 76°F to 80°F; winds 1 to 3 mph; and cloud cover 30%.
[2]On 05/1/07, survey was conducted from 1000–1800; temperature 68°F to 76°F; winds 0 to 5 mph; and cloud cover 50%.



SOURCES: Dudek 2007a, 2007b. USGS 7.5 Minute Series, Grapevine, Pastoria Creek, Winters Ridge, Frazier Mtn., Lebec and La Liebre Ranch Quadrangles.

0 5,000 Feet

DUDEK

Tehachapi Upland MSHCP

Valley Elderberry Longhorn Beetle Survey Areas

FIGURE D.1-1

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1.4 SPECIAL-STATUS AMPHIBIAN AND REPTILE SPECIES

Focused on-site surveys for special-status amphibian and reptile species were conducted for the following species:

- Western spadefoot (*Spea* [*Scaphiopus*] *hammondii*), a CSC species
- Tehachapi slender salamander, a state-listed threatened species
- Yellow-blotched salamander (*Ensatina eschscholtzii croceater*), a CSC species.

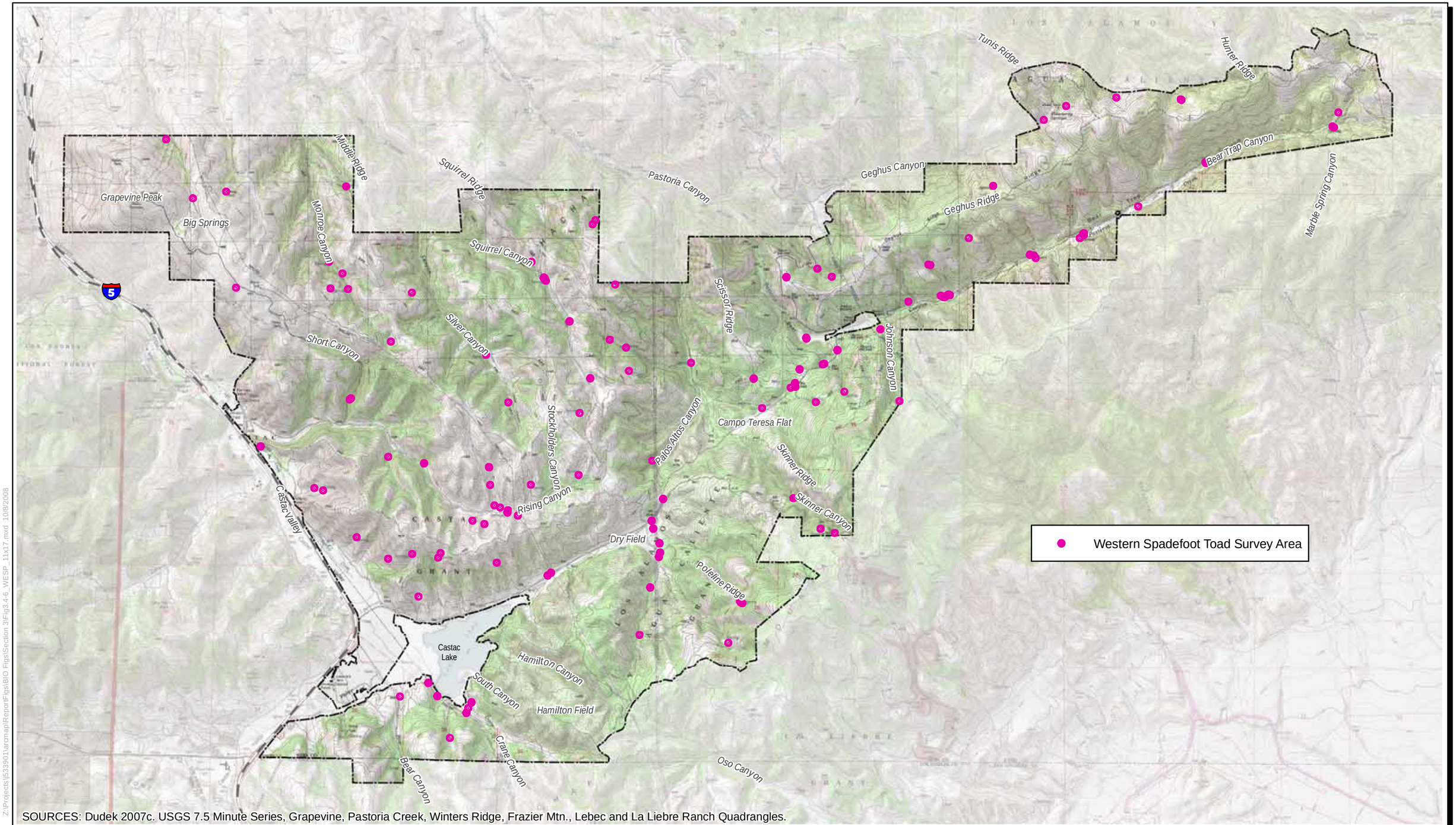
1.4.1 WESTERN SPADEFOOT TOAD

Dudek conducted focused surveys for western spadefoot toad larvae and/or adults and juveniles in appropriate areas of ponded water, seeps, and springs in the TMV Planning Area (see Figure D.1-2). These surveys occurred on eight occasions in conjunction with USFWS protocol-level fairy shrimp surveys, with survey areas reviewed at least one additional time when conducting habitat assessments or focused surveys for California red-legged frog.

The initial habitat assessment for western spadefoot (in conjunction with fairy shrimp surveys) was conducted a few weeks following the first rain events of 2007 (January 27th and 28th) to determine the abundance of suitable basins on site. Initial screening criteria for determining potential basin areas included mapped vegetation communities, topography, and elevation. Areas considered potentially suitable for western spadefoot included native and non-native grasslands, barren habitat, and oak savannah, within relatively flat areas (0%–10% slope) at elevations less than 3,500 ft.

The field habitat assessment was completed on three days: February 12th, 20th, and 21st. Follow-up ground surveys were conducted within 2 weeks of the initial habitat assessments. All identified basin locations in the TMV project area were evaluated during each survey to investigate inundation levels. If new rains occurred during survey season, all suitable areas identified during the initial habitat assessment were reevaluated and sampling was performed where appropriate. The surveyed basins were distributed throughout the study area and were of three main types: (1) road ruts: depressions typically formed by vehicular traffic within or adjacent to roadways that lack aquatic vegetation; (2) fauna drinking pools: depressions within grasslands that retain sufficient water volume, are heavily utilized by fauna for drinking and cleansing, and are very muddy and lack vegetation due to heavy continuous fauna disturbance; and (3) ephemeral pools: depressions within grasslands that retain sufficient water level, have abundant aquatic vegetation, and lack evident heavy fauna disturbance.

Surveys conducted in conjunction with fairy shrimp surveys occurred monthly during March, April, and May (see Table D.1-2). Ground surveys only included visits to areas where inundation was recorded during the habitat assessments, not the entire study area. Therefore, not all sites depicted in Figure D.1-2 were visited throughout the survey period. During each visit, all basins were inspected for depth of inundation, surface area of water, air and water temperature, level of disturbance, and presence of aquatic wildlife. All information was recorded on a data sheet as provided in the Fairy Shrimp Survey Protocol with the most pertinent information (i.e., inundation species, species identification) recorded on a survey log. Each pool was visually inspected and or dip-netted for the presence of spadefoot toad larvae during the surveys. For every inundated basin that met USFWS protocol related to fairy shrimp, an aquarium net was passed through nearly all portions of the ponded water from the bottom to the surface and surveyors identified fairy shrimp and tadpoles where present. Where dip-netting was not conducted, surveys for tadpoles were visual. The additional surveys for western spadefoot conducted in conjunction with the red-legged frog surveys were conducted in June and August.



SOURCES: Dudek 2007c. USGS 7.5 Minute Series, Grapevine, Pastoria Creek, Winters Ridge, Frazier Mtn., Lebec and La Liebre Ranch Quadrangles.

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0 5,000 Feet

DUDEK

Tehachapi Upland MSHCP

Western Spadefoot Toad Survey Areas

FIGURE D.1-2

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Table D.1-2. Western Spadefoot Toad Survey Schedule and Conditions

Date	Survey Type	Personnel	Time	Air Temp. (°F)	Avg. Water Temp. (°C)
02/12/07	Habitat assessment	TSL	NR	NR	NR
02/20/07	Habitat assessment	MSE, TSL	NR	NR	NR
02/21/07	Habitat assessment	MSE, TSL	NR	NR	NR
02/28/07	Focused survey	MSE	1256–1706	2	11
03/05/07	Focused survey	BAO	1300–1541	24	17
03/05/07	Focused survey	JTS, MLW	—	NR	NR
03/06/07	Focused survey	BAO	0915–1623	22	16
03/15/07	Focused survey	MSE	1000–1005	14	17
03/20/07	Focused survey	BAO	1455–1500	20	14
03/21/07	Focused survey	BAO	0655–1159	9	9
03/29/07	Focused survey	BAO	0920–1215	15	14
04/03/07	Focused survey	BAO	1249–1830	22	22
04/04/07	Focused survey	MSE	1200–1301	20	19
04/09/07	Focused survey	MLW, SMD	—	64	63
04/10/07	Focused survey	MLW, SMD, SMB	—	42–59	53–64
04/10/07	Focused survey	MLW, SMD	1100–1545	65	65–69
04/11/07	Focused survey	MLW, SMD	0915–NR	NR	NR
04/16/07	Focused survey	MLW, JTS	—	47–54	54
04/16/07	Focused survey	MLW, JTS	1430–1645	49–62	54–64
04/17/07	Basin sampling	VRJ	1056–1740	19	22
04/17/07	Focused survey	MLW, JTS	—	42–50	50–57
04/17/07	Focused survey	MLW, JTS	0945–1445	51–64	54–65
04/18/07	Basin sampling	VRJ	0805–1636	2	6
04/25/07	Focused survey	MLW, JSH	—	54–55	56
04/25/07	Focused survey	MLW	1000–NR	54–60	48–56

Table D.1-2 (Continued)

Date	Survey Type	Personnel	Time	Air Temp. (°F)	Avg. Water Temp. (°C)
04/26/07	Focused survey	MLW, JSH	—	NR	NR
05/01/07	Basin sampling	MSE	1241–1831	27	26
05/16/07	Basin sampling	VRJ	1400–1839	21	20
05/16/07	Focused survey	BAO	1300–1800	65	58
05/29/07	Basin sampling	TSL	1642–1648	23	28
06/10/07	Focused survey	BAO	—	64–70	63
06/10/07	Focused survey	BAO	1235–1910	70–75	63
08/22/07	Focused survey	BAO	2030–0010	70–75	67
08/23/07	Focused survey	BAO	1130–1530	85–90	67

Personnel key:
BAO: Brock Ortega; JDP: Jeff Priest; MLW: Manna Warburton; JTS: Travis Smith; JSH: Joanna Hsu; PML: Paul Lemons; SMB: Scott Boczkiewicz; SMD: Scott Duff, MSE: Megan Enright, TSL: Thomas Liddicoat; VRJ: Vipul Joshi.
NR = Not recorded.

1.4.2 TEHACHAPI SLENDER SALAMANDER

There are no accepted survey protocols for determining presence/absence of Tehachapi slender salamander or standardized methods to assess suitable habitat. Site-specific survey methods were based primarily on canopy cover percentage, canopy vegetation, substrate information obtained during initial reconnaissance-level surveys and a literature review of suitable habitat features, microhabitat requirements, and general biology of the Tehachapi slender salamander. Established protocols for other salamander species in California (e.g., Del Norte salamander (*Plethodon elongatus*), Siskiyou Mountain salamander (*Plethodon stormi*)) and the survey methodologies used by Pacific Wildlife Research for Oregon slender salamanders (*Batrachoseps wrighti*) were consulted to develop survey methods for Tehachapi slender salamander.

The surveys for Tehachapi slender salamander were conducted in four phases within the TMV Planning Area. The first phase occurred in April and June 2005 and consisted of initial reconnaissance-level surveys for Tehachapi slender salamander to: (1) assess potential on-site suitable habitat; and (2) determine if the species could be detected during April through June (see Table D.1-3). Reconnaissance-level habitat assessments included drainage information regarding the percentage of canopy cover and dominant species present; the percentage of terrestrial cover (or understory) and type of understory cover; aquatic substrate; bank slope; stream aspect;

disturbance; species presence/absence and location, if applicable; and terrestrial cover type. These field-collected data were combined with GIS drainage data to create a map of potentially suitable Tehachapi slender salamander habitat within the TMV Planning Area. Drainages that were identified as having the following attributes were considered to be potentially suitable for Tehachapi slender salamander: a moderate to high canopy cover (equal to or greater than 50%) of certain tree species (canyon live oak (*Quercus chrysolepis*), valley oak (*Quercus lobata*), California buckeye (*Aesculus californica*), and other riparian-associated species); a low percentage of cover of annual grasses in the drainage (typically less than 30% cover); and the presence of leaf litter, woody debris, and rock/talus.

Tehachapi slender salamanders were detected in the TMV Planning Area in Monroe Canyon during the first phase of the survey, and the identification was confirmed by Dr. Wake, Professor of the Graduate School, Department of Integrative Biology, and Curator of Herpetology in the Museum of Vertebrate Zoology at the University of California, Berkeley. The reconnaissance-level survey also developed a general understanding of the on-site habitat features most suitable for the Tehachapi slender salamander based on existing, publicly available information on the salamander and the habitat features present in the observed areas of occupancy in Monroe Canyon and in two locations in Bear Trap Canyon previously reported in the CNDDB.

The second phase of surveys was conducted on March 26 and March 27, 2007, and included additional drainages that were not surveyed in 2005 and 2006 to assess the suitability of additional habitat for Tehachapi slender salamander within the TMV Planning Area using the criteria previously described. Based on the reconnaissance surveys conducted in phases one and two, 75 drainages were identified as supporting suitable habitat for Tehachapi slender salamander. The drainages that were selected for conducting focused surveys typically included all or most of the habitat attributes listed previously.

The third phase entailed focused surveys of the 75 drainages identified during phases one and two to determine if these locations were occupied by the species.

Focused surveys of these drainages were conducted between May 7 and May 25, 2007, and concentrated on the areas located 20 ft on either side of the streambed within the drainages where areas generally remain moist for the longest period during the summer. Within these drainages and associated slopes, the biologists carefully overturned logs and rocks and sifted through leaf litter. To reduce any potential impact of the surveys on these species, the biologists focused on identification of salamanders that were active on the surface rather than those underground. Additionally, the surveys were only conducted in drainages that had flowing water or were moist. Those drainages that appeared to provide suitable habitat but were dry were not surveyed because salamanders are typically underground if moist surface conditions are not present. To

avoid impacts to these species, no digging or excavating occurred during the survey, and all logs and rocks that were moved were returned as closely as possible to their original location.

Information recorded during the focused surveys included the survey date; the surveyors' names; the drainage number; beginning and end times of the survey; the air temperature (taken 1 cm above the ground surface), soil temperature, and soil moisture; cloud cover; precipitation; documentation that freezing did not occur within 24 hours of the survey; habitat conditions of the drainage; drainage aspect; drainage slope; ground cover; canopy cover; and common and scientific names of the species observed. Photographs were taken of all drainages surveyed and the locations of the surveyed areas were documented using a GPS unit (Garmin eTrex GPS unit, generally accurate to approximately 3 m). All Tehachapi slender salamanders observed were photographed and their locations documented using the GPS unit.

A fourth phase habitat assessment was conducted in July, August, and September 2007 and consisted of supplementary field assessments in several additional drainages. A jurisdictional wetland delineation prepared for the TMV project (Impact Sciences 2008) was used to create an updated, comprehensive drainage map of the TMV Planning Area (see Figure D.1-3). Additional habitat assessments were conducted in previously unsurveyed drainages identified in the delineation to evaluate habitat quality for the species. The habitat assessments focused on areas in and within 20 ft of the streambed. The biologists walked the drainages and recorded the extent of areas considered suitable for the salamander, including canopy cover, dominant canopy species, and ground cover on a map and on field data forms.

Table D.1-3 summarizes the Tehachapi slender salamander survey schedule and includes the date, drainage number surveyed, personnel, survey type, time, and other survey conditions.

Table D.1-3. Tehachapi Slender Salamander Survey Schedule and Conditions

Survey Date	Drainage Number	Survey Type	Personnel	Time	Air Temp. (°F)	Percent Cloud Cover
04/01/2005	Not Recorded	Reconnaissance Survey	WHK	Not Recorded	Not Recorded	Not Recorded
06/16/2005	32-1	Reconnaissance Survey	WHK	11:00–12:00	74	50
06/17/2005	32-1; 57-1; 57-2; 67-1; 69-2; 69-2; 80-1; 81-1; 81-2; 91-1; 95-1; 102-1; 106B	Reconnaissance Survey	WHK	7:30–2:00	59–76	100
03/26/2007	33-1; 33-2; 34-1; 35-1; 107-1; 108-1	Habitat Assessment	WHK, SRA	8:00–2:00	Not Recorded	Not Recorded
05/07/2007	14-1; 32-1; 15-1; 15-2; 6-1; 12-1; 33A-1; 33A-2; 33A-3	Focused Survey	WHK, KAM	8:30–5:41	41–70	0

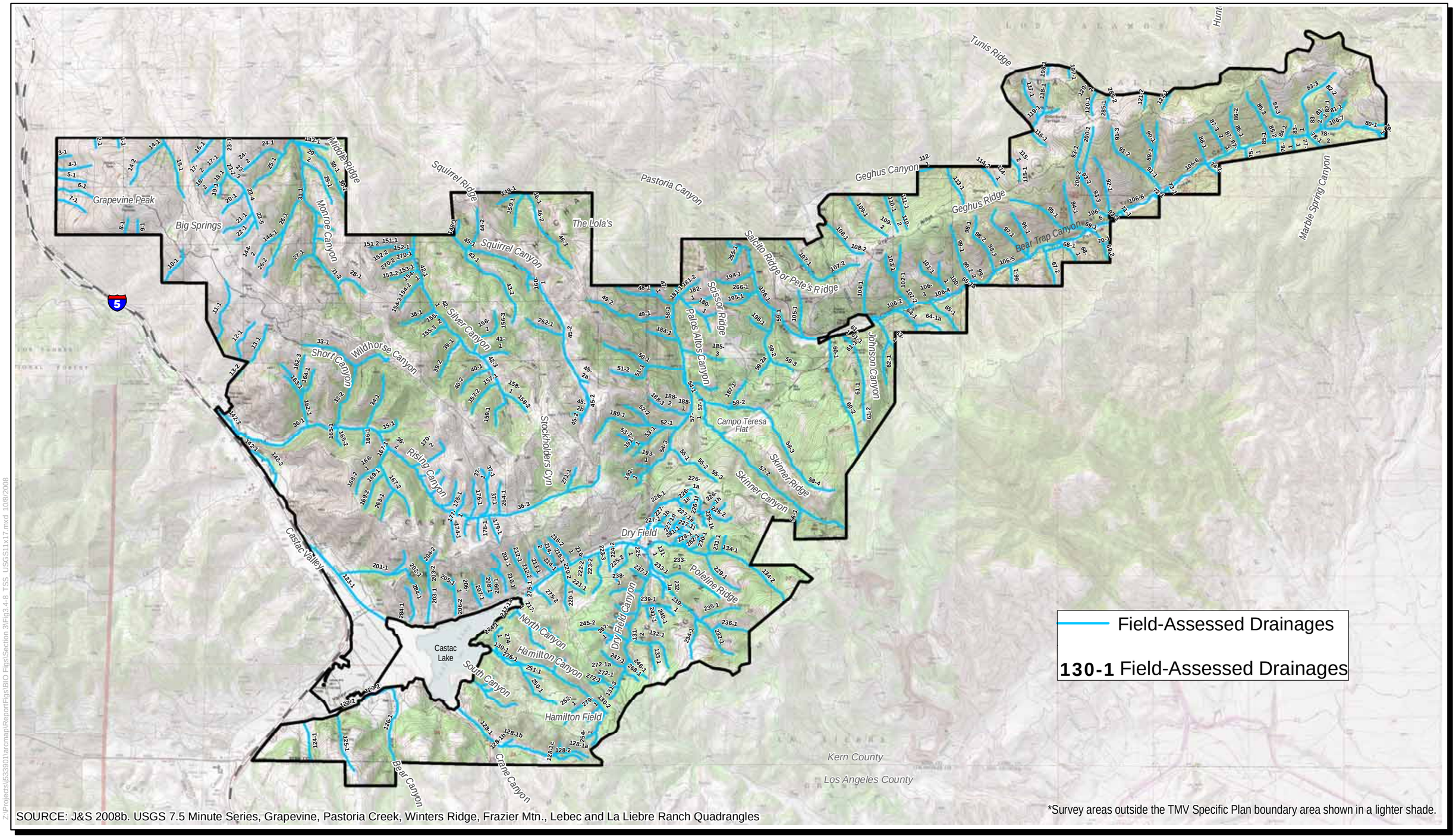
Table D.1-3 (Continued)

Survey Date	Drainage Number	Survey Type	Personnel	Time	Air Temp. (°F)	Percent Cloud Cover
05/08/2007	34-1; 34-2; 35-1; 35-2; 36-1; 36-2; 36-3; 37-1; 42A-1; 42A-2; 42A-3	Focused Survey	WHK, KAM	7:35–4:00	45–77	0
05/09/2007	42A-4; 42A-4; 38-1	Focused Survey	WHK, KAM	8:05–4:30	49–77	0
05/10/2007	23-1; 25-1; 25-2; 25-3; 31-1; 30-1	Focused Survey	WHK, KAM	9:15–3:46	55–76	0
05/14/2007	140; 124; 129; 131A-1; 131A-2; 132-1; 133-1; 132-2; 131A-3; 131A-4; 135-1; 135-1; 135-1; 136-2; 136-3	Focused Survey	KAM, KTM	8:25–2:40	47–74	0
05/15/2007	27-1; 26-1;26-2; 26-3; 45A	Focused Survey	KAM, KTM	8:00–2:50	51–73	0
05/16/2007	44; 43; 46-1; 58A-2; 48-1; 47; 58A-3; 49-1; 58A-1	Focused Survey	KAM, KTM	8:00–4:06	54–76	0
05/17/2007	106A-2 to 4; 50-1; 51-1; 57A-1; 57A-2; 57A-3; 56; 80-1; 79; 106A-1	Focused Survey	KAM, KTM	7:20–3:48	50–73	0
05/22/2007	63; 62-1; 62-2; 64; 65-1; 65-2; 66; 78-1; 78-2; 77; 76; 75; 74; 73; 72; 71; 69-1; 70; 69-2	Focused Survey	HS, KAM	8:58–5:00	50–68	50
05/23/2007	67-1; 67-2; 68; 106A-W; 107A-1; 107A-2; 108-1; 109-1; 109-2; 109-3; 41)	Focused Survey	HS, KAM	7:58–4:30	50–78	0
05/24/2007	118; 114; 113A-1; 113A-2; 111-1; 111-2; 110-1; 110-2; 108-2; 121; 55; 55-2; 55-3; 54; 53-1; 52-1; 53/5-1; 53/5-2)	Focused Survey	HS, KAM	7:15–6:10	54–79	0
05/25/2007	53-2; 53-3; 52-5-1; 52-2; 52-3; 52-5-3	Focused Survey	HS, KAM	7:17–10:12	53–70	1
07/23/2007	1; 2; 3; 4; 5; 7; 8; 9	Habitat Assessment	WHK, JLC	1:45–5:16	82–85	Not Recorded
07/24/2007	10; 11; 13; 33B; 125; 127;	Habitat Assessment	WHK, JLC	8:10–2:40	78–92	Not Recorded
07/25/2007	16; 17; 18; 19; 20; 21; 22; 23; 28; 29	Habitat Assessment	WHK, JLC	7:50–2:55	80–92	Not Recorded
07/26/2007	40; 42B; 45B; 57B; 58B	Habitat Assessment	WHK, JLC	7:50–10:45	74–84	Not Recorded
08/08/2007	91; 92; 93	Habitat Assessment	WHK, JLC	12:42–2:48	75–79	Not Recorded
08/09/2007	94; 95; 96; 97; 98; 99; 100; 101; 102; 103; 104	Habitat Assessment	WHK, JLC	7:52–4:58	65–85	Not Recorded
08/10/2007	106B	Habitat Assessment	WHK, JLC	10:40–11:00	79	Not Recorded

Table D.1-3 (Continued)

Survey Date	Drainage Number	Survey Type	Personnel	Time	Air Temp. (°F)	Percent Cloud Cover
09/12/2007	161; 162; 163; 164; 165; 166; 167; 168; 169; 170; 171; 172; 173; 174; 175; 263;	Habitat Assessment	KAM, EKH	8:10–3:18	64–90	0
09/13/2007	143; 144; 145; 146; 147; 176; 177; 178; 179; 202; 203; 204	Habitat Assessment	KAM, EKH	9:35–5:00	53–73	98
09/14/2007	151; 152; 153; 154; 155; 156; 157; 158; 159; 201; 205; 206; 270	Habitat Assessment	KAM, EKH	8:00–1:30	50–67	5
09/23/2007	207; 208; 209; 210; 211; 212; 213; 214; 215; 216; 248; 249; 250; 251	Habitat Assessment	KAM, EKH	10:25–5:12	58-67	5
09/24/2007	228; 229; 230; 231; 232; 233; 234; 235; 236; 237; 238; 239; 241; 242; 243; 244; 246; 247; 252; 253; 254; 255; 256; 257; 258; 259; 260; 261; 267; 268; 269	Habitat Assessment	KAM, EKH	7:05–5:40	49–83	3
09/25/2007	180; 181; 182; 183; 184; 185; 186; 187; 188; 189; 190; 191; 192; 193; 217; 218; 219; 220; 221; 222; 223; 224; 225; 226; 227; 245	Habitat Assessment	KAM, EKH	7:10–5:50	54–79	5
09/26/2007	148; 149; 150; 160; 194; 195; 196; 197; 198; 199; 200; 262; 263; 264; 265; 266	Habitat Assessment	KAM, EKH	6:45–2:10	53–87	5

Personnel key:
WHK: Will Kohn; SRA: Steve Avery; KAM: Kara Martinusen; KTM: Kailash Mazumder; HS: Holly Shepley; JLC: Julia Camp; EKH: Erin Hitchcock.



SOURCE: J&S 2008b. USGS 7.5 Minute Series, Grapevine, Pastoria Creek, Winters Ridge, Frazier Mtn., Lebec and La Liebre Ranch Quadrangles

*Survey areas outside the TMV Specific Plan boundary area shown in a lighter shade.

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Tehachapi Upland MSHCP

Drainages Included in Special-Status Salamander Field Surveys

FIGURE D.1-3

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Habitat Modeling and Data Quality Assurance

On July 19, 2008, Dudek and J&S biologists met with Tehachapi slender salamander experts Dr. David Wake, Professor of the Graduate School at the University of California, Berkeley, and Mr. Robert Hansen, Editor of Herpetological Review, to review the suitable habitat analysis and location of Tehachapi slender salamanders on the site and to confirm species identification. Based on input from Dr. Wake and Mr. Hansen, the key habitat features for Tehachapi slender salamander were determined to include vegetation communities with canyon live oak as a dominant species, north-facing slopes, talus, and moderate to high percent canopy cover. In addition, based on existing observation, the species was determined to not occur above 5,000 ft in elevation. Following the meeting, Dudek prepared a habitat suitability model, which is discussed further in Appendix D of the TU MSHCP.

1.4.3 YELLOW-BLOTCHED SALAMANDER

There is one CNDDB record documenting the detection of yellow-blotched salamander within the TMV Planning Area. A yellow-blotched salamander was also observed during a June 2005 reconnaissance survey. Surveys for yellow-blotched salamander were conducted concurrently with surveys for Tehachapi slender salamander using the same field methods described in Section 1.4.2. Although the two salamander species can and do co-occur, the yellow-blotched salamander has a broader geographical, elevational, and ecological distribution than Tehachapi slender salamander. Because the primary focus of the salamander surveys was on Tehachapi slender salamander, it is expected that yellow-blotched salamander could also occur in habitat areas that were not surveyed. Locations of yellow-blotched salamanders observed during the Tehachapi slender salamander surveys were recorded with a GPS unit (Garmin eTrex GPS unit, generally accurate to approximately 3 m) and habitat requirements for the species were discussed during the July 19, 2008, meeting with Dr. Wake and Mr. Hansen, as described previously. While a separate habitat model was not developed for the yellow-blotched salamander for the purposes of directing field surveys, a habitat model for yellow-blotched salamander was subsequently developed for the conservation analysis and is discussed in more detail in Appendix D of the TU MSHCP. As noted previously, the yellow-blotched salamander has broader habitat associations than Tehachapi slender salamander, which are reflected in the habitat model in Appendix D.

1.4.4 OTHER REPTILE SPECIES PRESUMED TO OCCUPY THE SITE

Based on the literature review and site reconnaissance, the following two reptile species were determined or assumed to be present on the site and appropriate habitat was modeled for each species:

- Coast horned lizard (*blainvillii* and *frontale* populations)
- Two-striped garter snake.

1.5 SPECIAL-STATUS BIRDS

This section discusses the wintering and breeding focused bird surveys conducted within the TMV Planning Area.

Breeding bird focused surveys included the following: (1) species-specific surveys for species with official USFWS survey protocols (i.e., generally species that are federally listed, state-listed, and/or fully protected); (2) species-specific surveys for which there are no official USFWS protocols but have generally accepted, scientific- or resource-agency-supported survey guidelines or methods; and (3) surveys for groups of special-status bird species that have similar habitat preferences, specifically riparian birds, general raptors, and aquatic/marsh/meadow birds.

The following subsections describe the focused bird surveys that were conducted in 2006 and 2007 in the TMV Planning Area. However, bird surveys were also conducted prior to the 2006–2007 surveys in 2004 by Impact Sciences, Inc., (2004) and 2005 by J&S (2006). This survey information was incorporated into the species database analyzed for the TU MSHCP and EIS. The focus of the Impact Sciences, Inc., 2004 bird surveys was to identify special-status species of birds expected to nest in the TMV Planning Area. These surveys were conducted from January 26 to 30, March 1 to 5, and July 12 to 15. The January surveys were conducted to identify any wintering special-status bird species that may use the site, particularly Castac Lake. Surveys for special-status birds were also conducted concurrently with plant surveys from April 26 to May 1 and June 14 to 20, 2004. Birds observed during the course of the surveys were identified to species and, if special-status, locations were mapped. The J&S bird surveys were conducted from March 28 to June 21, 2005, and included raptor nesting surveys on five separate days from March 28 to April 1. Other nesting bird surveys were conducted on four separate days from April 25 to April 28: a purple martin (*Progne subis*) and northern goshawk (*Accipiter gentilis*) survey on May 27; an evening California spotted owl (*Strix occidentalis*) survey on May 27; a willow flycatcher (*Empidonax traillii*) and purple martin at Bear Trap on June 8; a willow flycatcher, purple martin, and northern goshawk survey at Castac Lake on June 9; a golden eagle (*Aquila chrysaetos*) nest check on June 17 and June 20; and a willow flycatcher and purple martin survey at Castac Lake on June 21.

1.5.1 FEDERALLY LISTED AND STATE-LISTED BIRDS

Focused surveys for the following federally and state-listed birds were conducted by Dudek in accordance with established USFWS or CDFG survey protocols:

- Least Bell's vireo (*Vireo bellii pusillus*)
- Southwestern willow flycatcher (*Empidonax extimus traillii*)

- Western yellow-billed cuckoo (*Coccyzus americanus occidentalis*).

The following species do not have established USFWS survey protocols but are subject to generally accepted survey methods based on current scientific understanding of the species' habitat preferences and life history:

- American peregrine falcon (*Falco peregrinus anatum*)
- Bald eagle (*Haliaeetus leucocephalus*)
- California condor (*Gymnogyps californianus*).

Listed Riparian Birds

Focused surveys were conducted for least Bell's vireo, southwestern willow flycatcher, and western yellow-billed cuckoo.

General Survey Methods

Focused riparian bird surveys were divided into four survey areas (Areas 1–4) due to the size and the distribution of suitable habitat on the site. These survey areas generally included riparian habitat adjacent to Castac Lake and suitable habitat patches located within Bear Trap Canyon and Rising Canyon. Approximately 87 ac. of suitable riparian forest habitat on or adjacent to the TMV Planning Area were surveyed to ensure that the survey was as comprehensive as possible (see Figure D.1-4).

Surveyors included biologists Brock A. Ortega (TE813545-6), Jeff D. Priest (TE840619-2), Anita M. Hayworth, PhD (TE781084-7), John Konecny (TE837308-4), Paul M. Lemons (TE051248-2), Thomas Liddicoat, and Scott M. Duff (Table D.1-4). Only biologists holding permits to conduct surveys for southwestern willow flycatcher, including Brock Ortega, Jeff Priest, Anita Hayworth, and John Konecny, conducted surveys for southwestern willow flycatcher. Biologist John Konecny conducted all western yellow-billed cuckoo surveys concurrently with southwestern willow flycatcher and least Bell's vireo surveys. Biologists Thomas Liddicoat, Scott Duff, and Paul Lemons conducted least Bell's vireo surveys only. The entire area of suitable habitat was surveyed for southwestern willow flycatcher and least Bell's vireo a total of 35 times.

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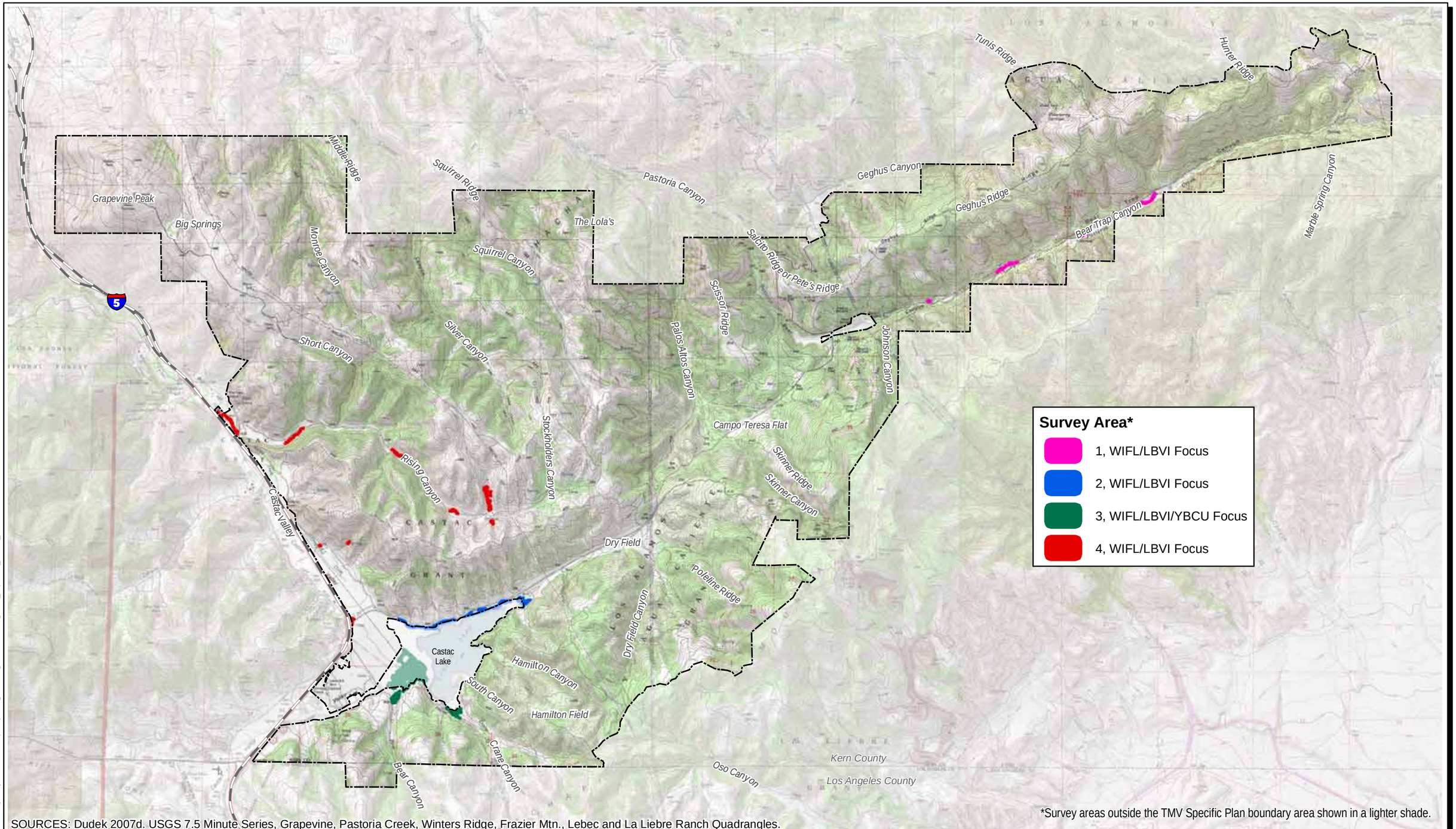

SOURCES: Dudek 2007d. USGS 7.5 Minute Series, Grapevine, Pastoria Creek, Winters Ridge, Frazier Mtn., Lebec and La Liebre Ranch Quadrangles.

*Survey areas outside the TMV Specific Plan boundary area shown in a lighter shade.

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Tehachapi Upland MSHCP

Special-Status Riparian Bird Survey Areas

FIGURE D.1-4

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Southwestern Willow Flycatcher Specific Survey Methods

A recovery permit pursuant to Section 10(a)(1)(A) of FESA is required to conduct presence/absence surveys for the southwestern willow flycatcher. The surveys followed the current protocol (Sogge et al. 1997; USFWS 2000), which states that a minimum of five survey visits are necessary to evaluate TMV project effects on flycatchers (USFWS 2000). In accordance with the protocol, one survey was conducted in each of the four survey areas during the period from May 15 to 31, one survey was conducted in each of the four survey areas between June 1 and 21, and three surveys were conducted in each of the four survey areas between June 22 and July 17 at a minimum of 5-day intervals. All four survey areas were surveyed a total of five times for the presence of southwestern willow flycatcher during the three survey time periods (see Table D.1-4).

Table D.1-4. Least Bell's Vireo, Southwestern Willow Flycatcher, and Western Yellow-Billed Cuckoo Survey Schedule and Conditions

Date	Personnel	Focal Species	Time	Temp. (°F)	Wind (mph)	Cloud Cover (%)
Area 1 – Bear Trap Canyon						
04/23/07	TSL	LBVI[1]	0730–1130	36	2–9	100
05/03/07	PML	LBVI	0700–1130	48–54	3–6	100
05/16/07	BAO	LBVI/WIFL[2]	0500–1115	50–65	0–3	0
05/30/07	AMH	LBVI	0600–1100	55–75	1–3	0
06/11/07	BAO	LBVI/WIFL	0510–1100	54–77	1–5	0–10
06/22/07	BAO	LBVI/WIFL	0630–1100	58–70	0–5	30
07/02/07	AMH	LBVI/WIFL	0540–1030	60–78	1–7	10–0
07/16/07	JDP	LBVI/WIFL	0515–1045	58–83	0–3	0
07/30/07	TSL	LBVI	0600–1000	55–88	0–2	0
Area 2 – Shoreline of Castac Lake (North Side)						
04/23/07	SMD	LBVI	0700–1230	40–60	0–3	100–80
05/03/07	SMD	LBVI	0700–1230	45–69	0–3	99–20
05/23/07	JK	LBVI/WIFL	0540–0950	63–71	1–3	0
06/02/07	JK	LBVI/WIFL	0540–0935	61–74	3–5	50
06/23/07	JK	LBVI/WIFL	0530–0925	61–78	1–3	0
07/07/07	JK	LBVI/WIFL	0535–0955	61–89	3–10	0
07/17/07	JK	LBVI/WIFL	0530–0945	61–89	3–10	0
07/31/07	TAC	LBVI	0600–1000	65–75	0–1	0
Area 3 – Cuddy Creek (South Side)						
04/24/07	TSL	LBVI	0700–1100	48	0–4	0
05/04/07	PML	LBVI	0730–1130	55–66	2–4	0
05/24/07	JK	LBVI/WIFL	0545–0955	64–70	1–3	0

Table D.1-4 (Continued)

Date	Personnel	Focal Species	Time	Temp. (°F)	Wind (mph)	Cloud Cover (%)
06/03/07	JK	LBVI/WIFL	0530–1000	63–78	1–5	30
06/24/07	JK	LBVI/WIFL/YBCU[3]	0535–1010	61–76	1–3	0
07/8/07	JK	LBVI/WIFL/YBCU	0540–1000	53–83	3–6	0
07/18/07	JK	LBVI/WIFL/YBCU	0545–1010	53–83	3–6	0
07/26/07	TAC	LBVI	0600–1030	65–70	0–1	0
08/17/07	JK	YBCU	0550–1020	65–93	3–9	0
Area 4 – Rising Canyon and Grapevine Creek						
04/24/07	SMD	LB VI	0700–1230	45–60	0–5	0
05/04/07	SMD	LBVI	0830–1300	48–64	0–6	100–80
05/17/07	BAO	LBVI/WIFL	0500–1110	53–75	0–1	0
05/29/07	AMH	LBVI	0600–1100	56–84	1–3	0
06/12/07	BAO	LBVI/WIFL	0530–1030	57–70	1–4	0
06/23/07	BAO	LBVI/WIFL	0610–1015	60–78	1–5	50–20
07/03/07	AMH	LBVI/WIFL	0545–1045	61–76	3–6	0
07/17/07	JDP	LBVI/WIFL	0500–1045	55–76	0–1	0
07/31/07	TSL	LBVI	0615–1020	59–91	0–2	0

Personnel key:
TSL: Thomas Liddicoat; PML: Paul Lemons; BAO: Brock Ortega; AMH: Anita Hayworth; JDP: Jeff Priest; SMD: Scott Duff; JK: John Konecny; TAC: Traci Caddy.
[1]WIFL = southwestern willow flycatcher.
[2]LBVI = least Bell's vireo.
[3]YBCU = yellow-billed cuckoo.

Three visits were conducted during the final survey period in order to determine whether any flycatchers observed during the first two survey periods were resident. Various subspecies of this species are not easily differentiated visually or by call or song in the field, and any resident willow flycatchers observed in the final survey period were assumed to be the "southwestern" subspecies. Non-resident willow flycatchers were assumed to be migrant willow flycatchers.

The surveys began as soon as it was light enough to walk safely until approximately 11:00 a.m. A tape of recorded southwestern willow flycatcher vocalizations was played approximately every 50 to 100 ft within suitable habitat to induce willow flycatcher responses. A "Willow Flycatcher Survey and Detection Form" was filled out for each survey visit.

Least Bell's Vireo Specific Survey Methods

A Section 10(a)(1)(A) permit is not required to conduct focused surveys for least Bell's vireo. The surveys for least Bell's vireo followed the current protocol (USFWS 2001), which requires a minimum of eight survey visits to all riparian areas and any other potential vireo habitats during the period of April 10 to July 31. A minimum of 10-day intervals separated each visit in accordance

with the protocol. Surveys were conducted between dawn and 11:00 a.m. by a qualified biologist familiar with least Bell's vireo songs, calls, and plumage. All four survey areas were surveyed at least eight times for the presence of least Bell's vireo in accordance with the USFWS protocol for this species. Survey areas 1 and 4 received one additional survey, for a total of nine least Bell's vireo surveys.

Western Yellow-Billed Cuckoo Specific Survey Methods

A recovery permit pursuant to Section 10(a)(1)(A) is not required to conduct surveys for the western yellow-billed cuckoo. Surveys for the cuckoo were conducted by John Konecny (Biological Resource Consultants). Mr. Konecny holds a memorandum of understanding (MOU) from CDFG that allows for the use of tape playbacks. The survey method for determining presence or absence of the western yellow-billed cuckoo followed the Halterman and Johnson (2003) draft protocol. A total of four survey visits were made to the suitable habitat during the breeding season between June 15 and August 17, at approximate 10- to 14-day intervals. The survey method included visiting the site between 6:30 a.m. and 12:00 p.m. Survey transects were spaced no more than 300 ft apart and a recorded call was played every 600 ft in accordance with the protocol. A maximum of 2.5 linear mi. of suitable habitat was surveyed per day.

Listed Raptors

American Peregrine Falcon Survey Methods

There is no official protocol survey method for determining the presence or absence of the American peregrine falcon.

Peregrine falcons nest almost exclusively on protected ledges of high cliffs (CDFG 1980; USFWS 1982). All large rock outcrops and cliffs located within the TMV Planning Area were surveyed for peregrine falcon activity, including large rock outcrops in Rising Canyon, Skinner Canyon, Grapevine Peak, Pastoria Canyon, and Salcito Ridge (see Figure D.1-5).

Two focused surveys were conducted by Dudek biologists during the time period when peregrines would be present and breeding. An initial survey was conducted on May 1, 2007, by Dudek biologists Anita M. Hayworth, PhD, and Brianna M. Wood. A second focused survey was conducted by Dudek biologist Rebekah M. Krebs on July 7, 2007 (see Table D.1-5). Surveys were conducted on days with suitable weather conditions (i.e., moderate temperatures, no rain, and moderate or no wind). The biologists conducting the surveys were familiar with peregrine behavior, habitat use, and appearance. Binoculars (10 × 50 mm; 8 × 32 mm power) and spotting scopes (Nikon 15–60× and Bushnell 20–60× magnification) were used for viewing. A survey map at a suitable scale (1 in. = 400 ft) was prepared and observations of observed (if any) peregrines were mapped. Large rock outcrops and cliff faces were surveyed for whitewash, nests, and raptor activity. When signs of raptor activity were confirmed, these areas were observed for

a long enough period of time to identify the species of raptor utilizing the area. Rock outcrops adjacent to known raptor nests were observed to determine if the usage of the nest site was by peregrine falcon.

Table D.1-5. American Peregrine Falcon Survey Schedule and Conditions

Date	Personnel	Time	Temp. (°F)	Wind (mph)	Cloud Cover (%)
05/01/07	AMH,BTW	0800–1000	68–76	0–5	50
07/07/07	RMK	0815–1400	78–93	5–10	0

Personnel key:

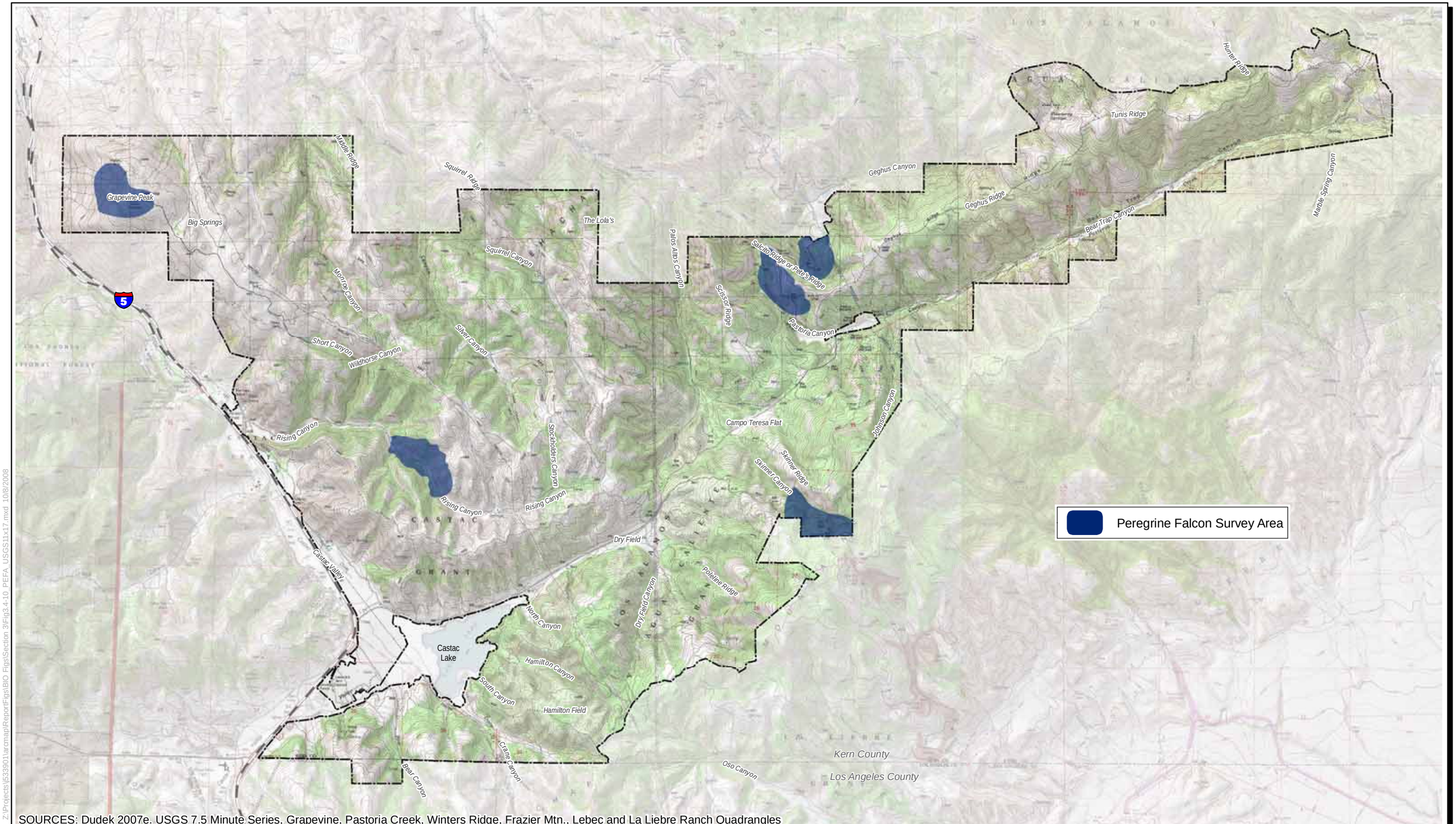
AMH: Anita Hayworth, PhD; BTW: Brianna Wood; RMK: Rebekah Krebs.

Other surveys were conducted on site that would have detected peregrine usage, including general raptor surveys, aquatic and marsh bird surveys, and bald eagle surveys (as discussed below). Raptor surveys focused on searching trees, fence lines, rock outcrops, and the ground for direct observation or evidence of raptor nesting. The aquatic and marsh bird surveys and bald eagle surveys included an inventory of all wildlife utilizing aquatic resources in and around Castac Lake.

Bald Eagle (Wintering and Nesting) Survey Methods

There is currently no established USFWS protocol to survey for the bald eagle. A survey protocol has been prepared by Pacific Gas & Electric (PG&E) for the USFWS (PG&E 2004) that provides a detailed description of methods to conduct surveys for wintering and nesting bald eagles. The PG&E protocol was used to conduct focused surveys within suitable habitat within the TMV Planning Area.

Suitable habitat for the bald eagle consists of a variety of natural structures, including ledges on cliffs, trees protruding from cliffs, and deciduous or coniferous trees found along or near major water bodies. The survey method recommends surveying applicable water bodies as well as a buffer area of 1 mi. Approximately 4,290 ac. within the TMV Planning Area were surveyed in accordance with these criteria (see Figure D.1-6). Observation of other piscivorous (fish-eating) birds, such as cormorants and osprey, was recorded to evaluate whether Castac Lake could support the bald eagle.



SOURCES: Dudek 2007e. USGS 7.5 Minute Series, Grapevine, Pastoria Creek, Winters Ridge, Frazier Mtn., Lebec and La Liebre Ranch Quadrangles

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Peregrine Falcon Survey Areas

FIGURE D.1-5

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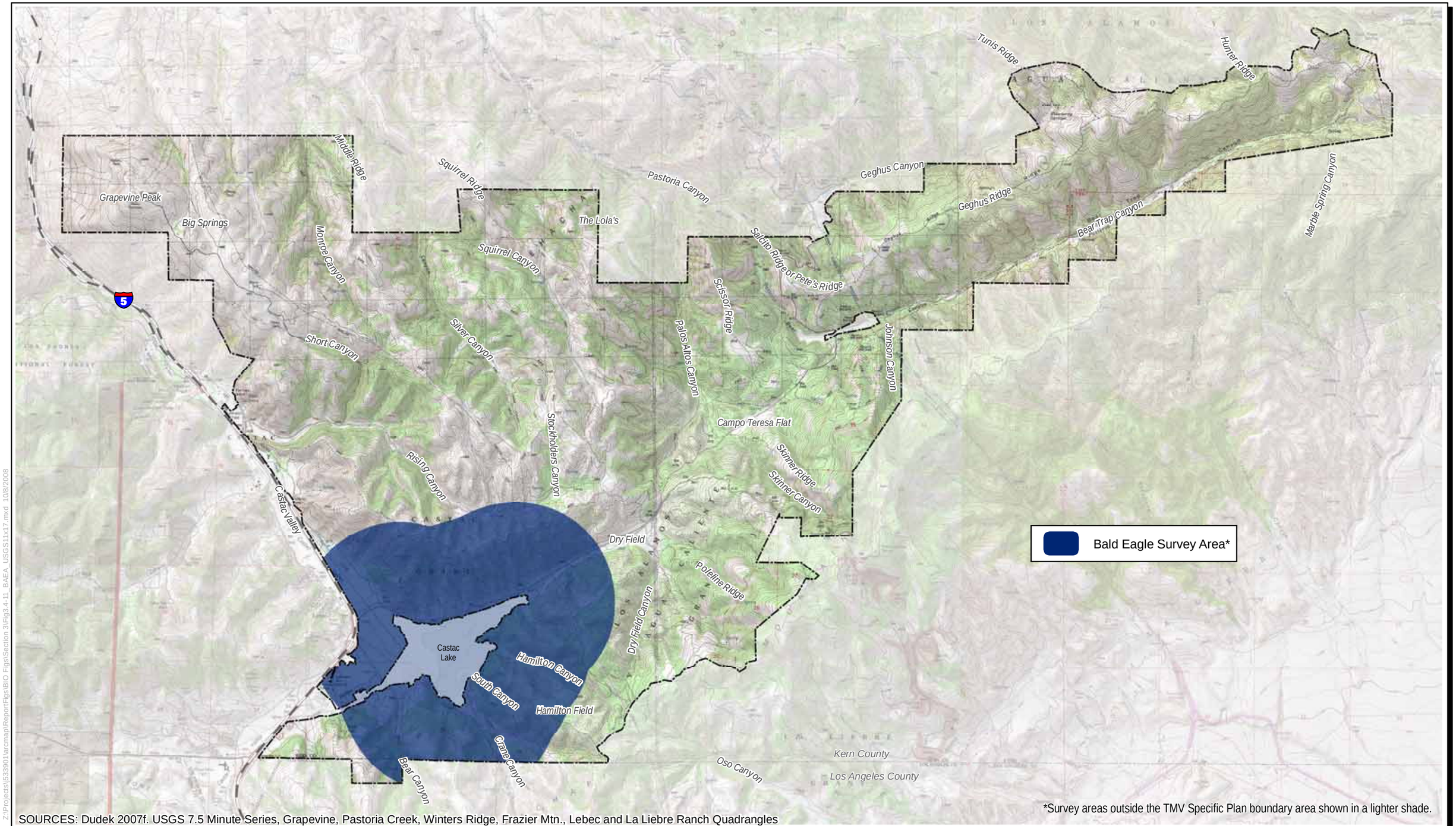

*Survey areas outside the TMV Specific Plan boundary area shown in a lighter shade.

SOURCES: Dudek 2007f. USGS 7.5 Minute Series, Grapevine, Pastoria Creek, Winters Ridge, Frazier Mtn., Lebec and La Liebre Ranch Quadrangles

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Tehachapi Upland MSHCPD

Wintering and Breeding Bald Eagle Survey Area

FIGURE D.1-6

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The survey for wintering eagles included three site visits conducted at monthly intervals and with no less than a 2-week interval between surveys (see Table D.1-6). Wintering bald eagle surveys were conducted by Dudek biologist Anita Hayworth, PhD, on December 29, 2006; January 30, 2007; and February 22, 2007. Each survey was conducted over an approximately 6.5- to 10-hour period and the lake and surrounding areas were scanned for bald eagles from several stationary locations. Suitable perching areas were observed using a road survey to look for eagles up to 1 mi. from the lake. The biologist conducting the survey was familiar with bald eagle behavior, habitat use, and appearance. Binoculars (10 × 50 mm; 8 × 32 mm power) and spotting scopes (Nikon 15×–60× and Bushnell 20×–60× magnification) were used. A survey map at a suitable scale (generally 1 in. = 400 to 1 in. = 800 ft) was prepared and observations of bald eagles were mapped.

The survey for nesting bald eagle was conducted when eagles were most likely to be found at the nest site and as early in the breeding season as possible. A total of three breeding surveys are recommended in the PG&E survey protocol (PG&E 2004). In accordance with the protocol, Dudek biologist Traci Caddy conducted breeding bald eagle surveys on March 19, May 29, and June 18, 2007 (see Table D.1-6). Surveys were conducted on foot and by vehicle and included searching for bald eagles and bulky nest structures along the lake and within a 1 mi. buffer around the lake. Each survey was conducted over an approximately 8- to 9-hour period. The biologist conducting the survey was familiar with bald eagle behavior, habitat use, and appearance. Binoculars (10 × 50 mm; 8 × 32 mm power) and spotting scopes (Nikon 15×–60× and Bushnell 20×–60× magnification) were used. A 1 in. = 600 ft survey map was used to map any observed bald eagle or nest locations.

Table D.1-6. Wintering and Breeding Bald Eagle Survey Schedule and Conditions

Date	Personnel	Time	Temp. (°F)	Wind (mph)	Cloud Cover (%)
12/29/06	AMH	0800–1430	30–41	1–8	0
01/30/07	AMH	0630–1530	36–46	1–5	100
02/22/07	AMH	0625–1615	33–48	5–10	90
03/19/07	TAC	0730–1530	45–50	Not Recorded	0
05/29/07	TAC	0800–1700	65–70	0–5	0
06/18/07	TAC	0730–1630	65–75	Not Recorded	0

Personnel key:
AMH: Anita Hayworth; TAC: Traci Caddy.

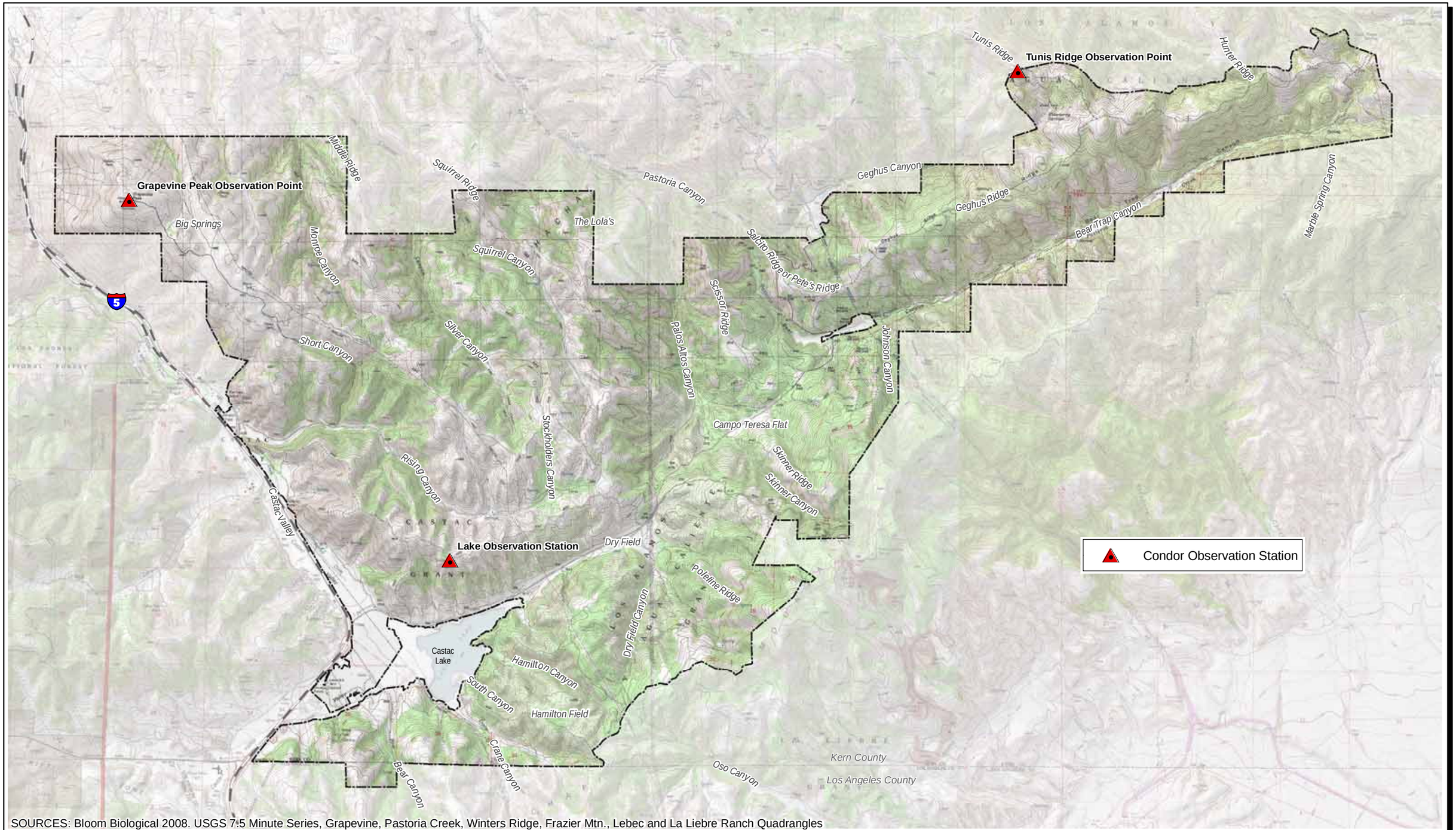
California Condor

Analyses regarding historical and current condor use of Tejon Ranch, including the TMV Planning Area, are based primarily on an evaluation of GPS data provided by the USFWS. In particular, a team of condor scientists (Condor Panel) retained for the TMV project and biologists from Dudek compiled and reviewed these data, which recorded condor location information within the southern

California range of the species, including Tejon Ranch. The review included all GPS data recorded by the USFWS from 2002 (when the first condors carrying GPS transmitters were released) to August 2009. The data were incorporated into a GIS program where it could then be overlain onto various project and habitat maps. The evaluation of the GPS data is discussed in more detail in the *Tejon Ranch California Condor Conservation and Management Plan*, which included data from 2002 to 2008, attached as Appendix C to the TU MSHCP, as well as in the Addendum to Appendix C, *California Condor Occurrence Data in Southern California*, which included data from 2002 through August 2009, attached to the Final TU MSHCP.

Field assessments of the site were also conducted by the Condor Panel and Dudek biologists on several occasions in 2007. Specifically, Bloom Biological, Inc. (Bloom Biological), assisted by Dudek, conducted surveys for California condor during the late summer and fall of 2007. Three monitoring stations (observation points) were established within the TMV Planning Area in late July 2007 to search for and, if observed, identify numbers of California condors flying or foraging over the site (see Figure D.1-7). Each observation point was attended by a single field monitor from Bloom Biological or Dudek. Field monitors were experienced in or otherwise qualified for identifying condors and other raptor species. Monitoring began on August 13 and was completed on November 17, 2007. Each observation point was staffed 8 hours per day, 5 days per week (Monday through Friday), for the duration of the monitoring effort.

Most of the condors in the wild were bred in captivity and outfitted with radio transmitters prior to release. All field monitors periodically scanned for radio signals (each wild condor has a unique assigned radio frequency) using three-element Yagi antennas and attached radio transceivers (Communications Specialists, Inc., Model R-1000, with a range of approximately 60 mi.). Data collected for condors detected by radio signal and/or visual observation included date and time of detection, the frequency identification code and, if on site, the approximate location of the detection or observation of the condor. Other data that was collected included weather conditions, USFWS patagial wing identification number (if visible), length of observation, behavior (e.g., foraging, perching), and estimated altitude. The location of each on-site detection or observation was noted on a USGS topographic map. Observations of other raptors were also documented. Visual and radio monitoring of condors (primarily of those wearing VHF transmitters) on Tejon Ranch, primarily within the TMV Planning Area, has continued on a daily basis (weather permitting) since August 2008.



SOURCES: Bloom Biological 2008. USGS 7:5 Minute Series, Grapevine, Pastoria Creek, Winters Ridge, Frazier Mtn., Lebec and La Liebre Ranch Quadrangles

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Tehachapi Upland MSHCP

Condor Survey Observation Stations

FIGURE D.1-7

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1.5.2 OTHER SPECIES-SPECIFIC BIRD SURVEYS

Surveys were conducted within the TMV Planning Area for other special-status bird species that are not federally or state-listed. In general, these special-status species are either CSC- or BCC-designated birds, or fully protected species. Surveys for these birds are described below and include the following: riparian birds; marsh-nesting birds; burrowing owl (*Athene cunicularia*); California spotted owl; northern goshawk; fully protected raptors, including golden eagle and white-tailed kite (*Elanus leucurus*); and purple martin. In addition, a winter bird survey was conducted that included golden eagle.

Riparian Birds

During focused surveys for federally and/or state-listed riparian birds (see Section 1.5.1), biologists also surveyed for other special-status birds that could occur within riparian habitat, including the yellow warbler (*Dendroica petechia*).

Aquatic and Marsh-Nesting Birds

A focused survey for these species, including tricolored blackbird (*Agelius tricolor*), was conducted on the margins of Castac Lake and Grapevine Creek to determine if aquatic and marsh-dwelling special-status birds breed on site or in areas directly adjacent to the TMV Planning Area. No official method has been established for conducting surveys for aquatic and marsh-dwelling bird species.

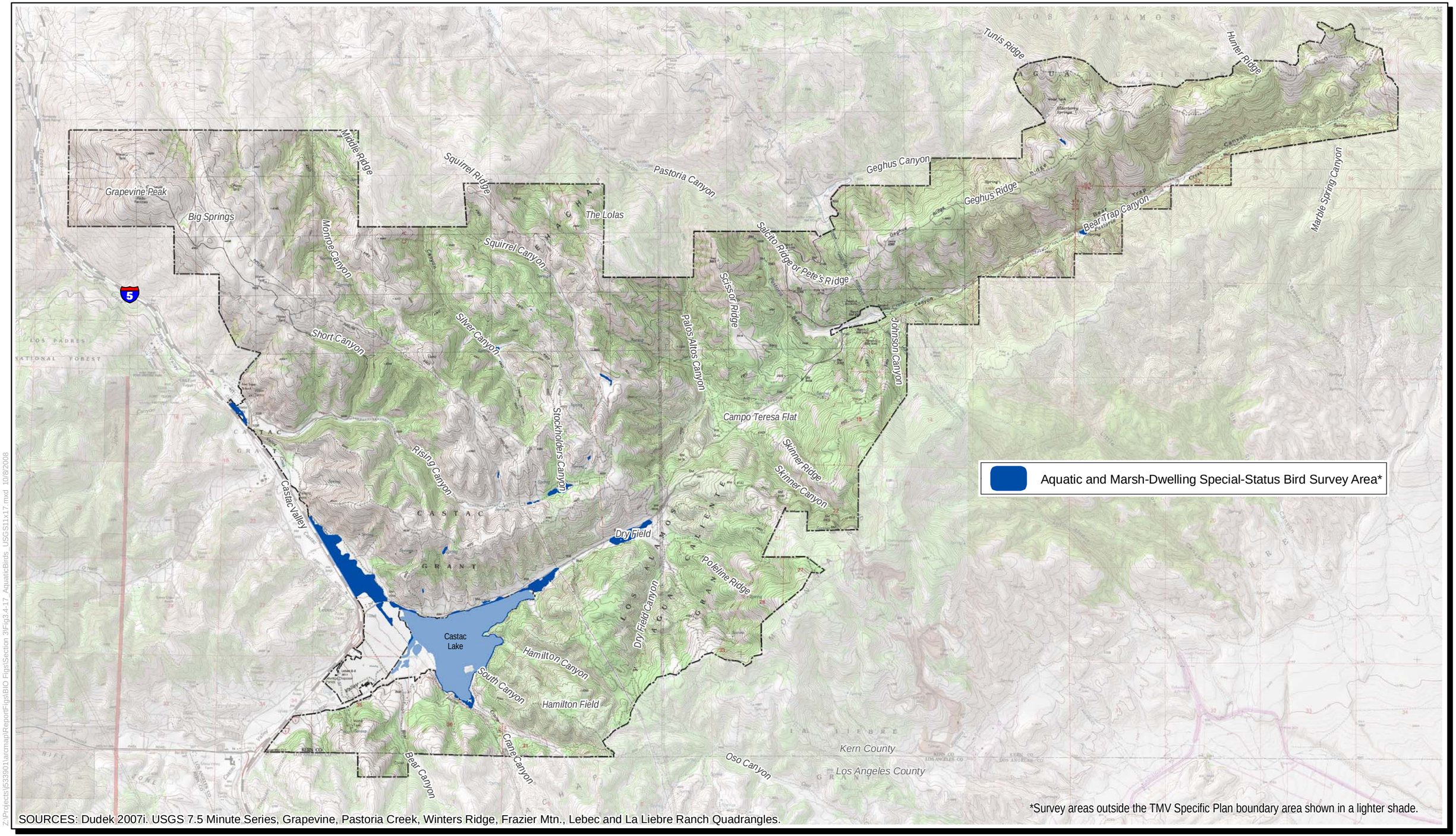
The surveys were conducted throughout the breeding season in May and June of 2007 and included approximately 560 ac. of suitable meadow and marsh habitat within the TMV Planning Area, including areas around Castac Lake (see Figure D.1-8).

The survey area was observed from several vantage points with binoculars (10 × 50 mm and 8 × 32 mm power) and spotting scopes (Nikon 15×–60× and Bushnell 20×–60× magnification). Observers spent approximately 20 minutes at each location to scan for target birds. Biologists also walked through or adjacent to suitable habitat searching for the species during periods of non-inclement weather. Standard survey information was recorded, including survey conditions, survey routes, and results (see Table D.1-7). All observed special-status bird species were recorded and mapped on 1 in. = 400 ft aerial photographs of the site, and notes were recorded regarding observed breeding status.

Table D.1-7. Aquatic and Marsh-Dwelling Special-Status Bird Survey Schedule and Condition

Date	Personnel	Time	Air Temp. (°F)	Wind Speed (mph)	Cloud Cover (%)
Round 1					
05/22/07	SMD	1130–2030	69–85	0–3	5
05/23/07	SMD	0630–2030	68–90	0–5	0
05/24/07	SMD	0900–1930	76–86	0–3	0
Round 2					
06/11/07	SMD	0730–2030	71–78	0–6	2–3
06/12/07	SMD	0800–1830	72–91	0–10	0–3
06/19/07	TAC	0915–1800	65–75	5–15	0
06/20/07	TAC	0900–1800	65–75	0	0

Personnel key:
SMD: Scott Duff; TAC: Traci Caddy.



SOURCES: Dudek 2007i. USGS 7.5 Minute Series, Grapevine, Pastoria Creek, Winters Ridge, Frazier Mtn., Lebec and La Liebre Ranch Quadrangles.

*Survey areas outside the TMV Specific Plan boundary area shown in a lighter shade.

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Aquatic and Marsh-Dwelling Special-Status Bird Survey Areas

FIGURE D.1-8

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Burrowing Owl

Surveys for the burrowing owl conformed to the protocols described in the *Staff Report on Burrowing Owl Mitigation* (CDFG 1995). See Table D.1-8. Surveys were conducted within suitable habitat composed primarily of non-native and native grasslands within the site (see Figure D.1-9). Biologists walked approximate 100 ft transects throughout suitable habitat and assessed whether each potential burrow that was observed exhibited evidence of burrowing owl (i.e., feathers, whitewash, pellets, insect remains, tracks). The locations of potential burrows were recorded on a map with survey results, including evidence of occupation (e.g., feathers, pellets, tracks, and prey remains), the presence of ground squirrels (e.g., active latrines, recent digging), or evidence of lack of use (e.g., entrance full of debris, soil, or the presence of spider webs). Burrows with evidence of potential burrowing owl use were surveyed again at the time of day recommended in the CDFG protocols. Owls observed during these additional surveys, if any, were recorded and mapped.

Table D.1-8. Burrowing Owl Survey Schedule and Conditions

Date	Personnel	Time	Temp. (°F)	Wind (mph)	Cloud Cover (%)
04/23/07	SMD, TSL	1800–2000	43–53	0–6	0
05/01/07	RMK	1130–1750	74–79	5–10	10
05/02/07	RMK	0815–1600	72–78	15–25	40
05/08/07	SMD	1500–2030	90	0–5	0
05/09/07	SMD	0830–1430	90	0–3	0
05/09/07	SMD	1600–2030	95	5–10	0
05/10/07	RMK	1800–1940	70–75	10–20	0
05/11/07	RMK	1000–1830	63–76	10–15	0
05/12/07	RMK	0830–1300	64–77	8–17	5
05/16/07	SMD	1030–2000	85	0–5	0
05/16/07	RMK	1045–1700	75–85	5–15	0
06/13/07	RMK	1420–1620	82	5–15	0
06/19/07	RMK	1700–1900	78–84	5–10	0
06/20/07	RMK	0900–1735	77–82	2–8	0
06/21/07	RMK	0925–1630	78–83	5–20	0
06/22/07	RMK	0900–1250	78–82	2–5	2
06/26/07	RMK	0910–1130	77–82	3–5	0
06/26/07	RMK	1250–1800	77–82	3–5	0
06/27/07	RMK, TSL	0830–1430	77–81	2–10	0

Personnel key: SMD: Scott Duff; RMK: Rebekah Krebs; TSL: Thomas Liddicoat.

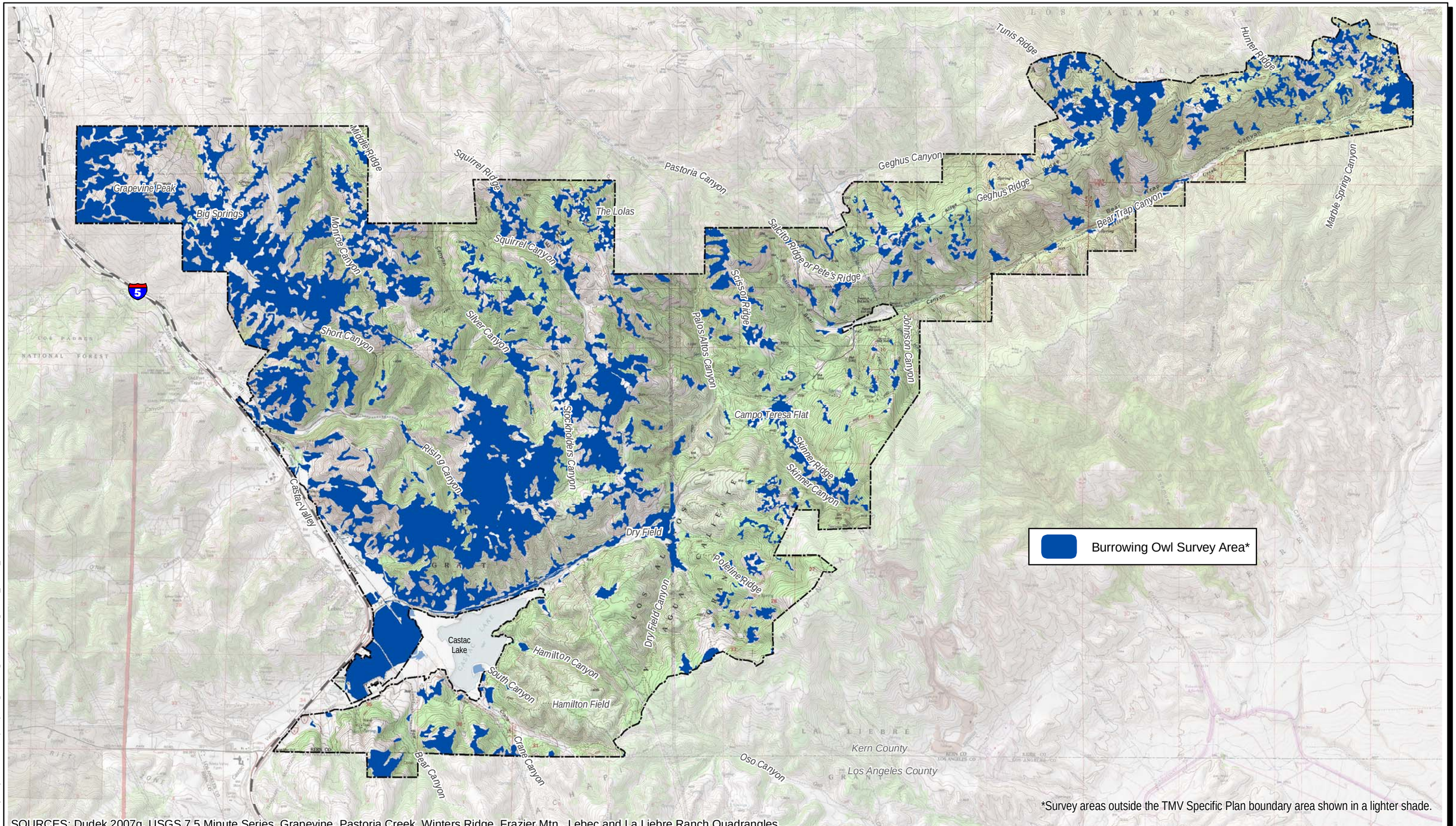
California Spotted Owl

Surveys for the California spotted owl were conducted by BioResource Consultants (2008) in accordance with the survey protocol developed by the United States Forest Service (USFS) (USFS 1993) within approximately 2,240 ac. of suitable California spotted owl habitat on site.

Initial site visits were conducted on March 29 and April 9, 2007. During the March 29 visit, suitable habitat patches and likely locations for calling stations were recorded on USGS topographic maps and with a handheld GPS unit (Magellan eXplorist 210, generally accurate to approximately 3 m). The visit on April 9 included follow-up visits to the selected calling stations, and trial nighttime calling surveys were conducted. A total of 40 transects and/or calling points were established to adequately cover all suitable spotted owl habitat within the area. Calling stations were spaced approximately .25 to .5 mi. apart depending on perceived sound attenuation due to topography and ambient noise.

Based on the initial results, surveys were conducted at night from sunset to sunrise during May, June, July, and August 2007 and included calling from each of the 40 calling stations. Calling was conducted either by imitating spotted owl vocalizations or by playing a tape of owl calls. Each calling station was visited a total of six times. Calls were played for three to seven calls and played again after a pause of 1 to 2 minutes. A surveyor remained at each calling station for 10 minutes. During each nighttime survey, 6 to 15 of the calling stations were visited depending on the distance between the stations. For each survey visit, recorded information included general survey conditions, the survey route, start and stop times, and the survey results. Surveys were not conducted during periods of inclement weather. Visits were spaced at least 5 days apart and at least four of the visits were conducted before June 30.

A daytime follow-up reproductive survey was conducted to verify whether spotted owls detected at night were nesting and/or fledging young. This phase of the survey was accomplished by locating a detected owl, offering the owl mice, and following the owl to determine whether the owl consumed the mouse, delivered the mouse to a nest, or fed the mouse to a fledgling. Reproductive surveys were conducted as soon as possible, generally 2 to 8 days following a positive night response detection. The reproductive surveys were performed a minimum of four times at each location with a positive owl response or until reproductive status of the owl could be confirmed.



SOURCES: Dudek 2007g. USGS 7.5 Minute Series, Grapevine, Pastoria Creek, Winters Ridge, Frazier Mtn., Lebec and La Liebre Ranch Quadrangles.

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Burrowing Owl Survey Areas

FIGURE D.1-9

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Table D.1-9 lists the dates and times of the spotted owl surveys, and the survey area is shown in Figure D.1-10.

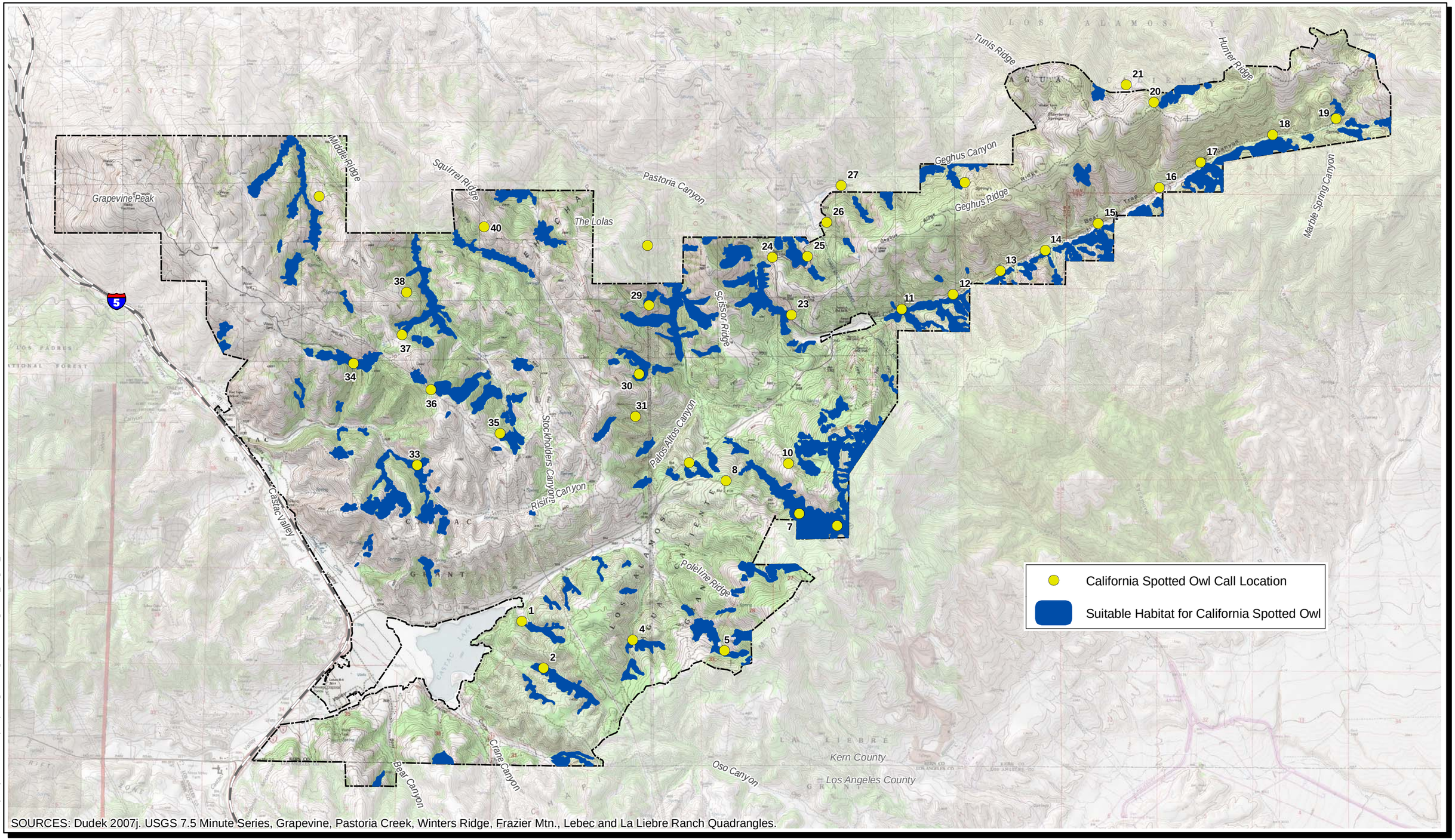
Table D.1-9. California Spotted Owl Survey Schedule and Conditions

Date	Type of Survey	Visit number	Personnel	Time	Temp. (°F)	Wind (mph)	Weather	Moon Phase
04/17/07	Presence/absence	1	VAP, SMW	1940–1238	60	0–8	No precipitation	—
04/19/07 to 04/20/07	Presence/absence	1	VAP, SMW	1943–0151	40–50	0–3	No precipitation	—
04/24/07 to 04/25/07	Presence/absence	1	VAP, SMW	1954–0105	50–55	1–3	No precipitation	—
04/25/07	Presence/absence	1	VAP, SMW	1940–1103	55	10	No precipitation	—
05/08/07 to 05/09/07	Presence/absence	2	VAP, SMW	1945–0141	60–65	0–2	No precipitation	Half moon - 2 days
05/9/07	Presence/absence	2	VAP, SMW	2035–2357	60–65	2–5	No precipitation	Half moon - 1 day
05/10/07 to 05/11/07	Presence/absence	2	VAP, SMW	1951–0119	45–70	1–2	No precipitation	Half moon
05/17/07	Reproductive survey	1	VAP, SMW	0453–0505	65	0	No precipitation	New moon + 1 day
05/22/07 to 05/23/07	Presence/absence	3	VAP, SMW	2008–0044	55–90	1–10	No precipitation	Half moon - 1 day
05/23/07	Presence/absence	3	VAP, SMW	2018–2254	50–70	1–5	No precipitation	Half moon
05/24/07	Reproductive survey	1	VAP, SMW	0450–0520	65	0	No precipitation	Half moon + 1 day
05/24/07 to 05/25/07	Presence/absence	3	VAP, SMW	2001–0046	55–70	0–8	No precipitation	Half moon + 1 day
06/13/07	Presence/absence	4	VAP, SMW	2012–2348	60–65	0–5	No precipitation	New moon - 2 days
06/14/07	Presence/absence	4	VAP, SMW	2120–2216	60–70	0–3	No precipitation	—
06/14/07	Reproductive survey	1	VAP, SMW	1949–2341	65–70	0–3	No precipitation	New moon - 1 day
06/18/07 to 06/19/07	Presence/absence	4	VAP, SMW	2007–0007	65	0–5	No precipitation	New moon +

Table D.1-9 (Continued)

Date	Type of Survey	Visit number	Personnel	Time	Temp. (°F)	Wind (mph)	Weather	Moon Phase
								3 days
06/19/07	Presence/absence	4	VAP, SMW	2142–2323	65	0–1	No precipitation	Half moon - 3 days
06/20/07	Reproductive survey	2	VAP, SMW	0620–0600	65	0	No precipitation	Half moon - 2 days
07/11/07 to 07/12/07	Presence/absence	5	VAP, SMW	2028–0030	60–65	0–8	No precipitation	—
07/12/07 to 07/13/07	Presence/absence	5	VAP, SMW	2038–0309	60–65	0–10	No precipitation	—
07/19–07/20/07	Reproductive survey	2	VAP, SMW	—	65	0	No precipitation	New moon + 4 days
07/19–07/20/07	Reproductive survey	2	VAP, SMW	2015–2130	65	5	No precipitation	New moon + 4 days
07/24/07	Presence/absence	6	VAP, SMW	2042–2345	60–70	0–3	No precipitation	—
07/31/07	Presence/absence	6	VAP, SMW	2010–2243	65	0–3	No precipitation	—
08/1/07	Presence/absence	6	VAP, SMW	2004–1214	65–70	0–3	No precipitation	—
08/06–08/08/07	Reproductive survey	3	VAP, SMW	—	65	0	No precipitation	Half moon
08/06–08/08/07	Reproductive survey	3	VAP, SMW	—	65	0	No precipitation	Half moon + 2 days
08/13–08/15/07	Reproductive survey	4	VAP, SMW	—	65	0	No precipitation	New moon + 2 days
08/13–08/15/07	Reproductive survey	4	VAP, SMW	1915–2126	75	0	No precipitation	New moon + 2 days
08/13–08/15/07	Reproductive survey	4	VAP, SMW	1951–2055	70	0	No precipitation	New moon

Personnel key:
SMW: Scott M. Werner; VAP: Veronica A. Pedro.



SOURCES: Dudek 2007j. USGS 7.5 Minute Series, Grapevine, Pastoria Creek, Winters Ridge, Frazier Mtn., Lebec and La Liebre Ranch Quadrangles.

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California Spotted Owl Survey Areas

FIGURE D.1-10

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Nesting Golden Eagle/White-Tailed Kite

Surveys for nesting golden eagles and white-tailed kites within the TMV Planning Area were conducted in conjunction with general nesting raptor survyes. The surveys used methods described by Fuller and Mosher (1987), including (1) early season driving and road surveys to identify nest locations and (2) follow-up driving, road, or pedestrian surveys to identify additional locations and provide nesting success information.

The surveys focused on oak woodland habitats (see Figure D.1-11). Observations were also recorded during other surveys (i.e., riparian bird, marsh bird, and burrowing owl surveys described above). Chaparral habitats were surveyed by road to supplement the oak woodland surveys.

The first survey was conducted early in the nesting period (see Table D.1-10). Surveys were conducted from March 6 through March 30, 2007. Surveys were conducted by Dudek biologists Anita Hayworth, Brock Ortega, Brianna Wood, F. Marcus Obregon, Keith Babcock, Paul Lemons, Rebekah Krebs, Stuart Fraser, Scott Boczkiewicz, Scott Duff, Traci Caddy, and Thomas Liddicoat. In general, most deciduous trees had not leafed out so nests, including golden eagle nests, were very visible during this period. A second set of surveys were conducted during June 4 through July 6, 2007 (see Table D.1-10).

Table D.1-10. Golden Eagle/White-Tailed Kite Survey Schedule and Conditions

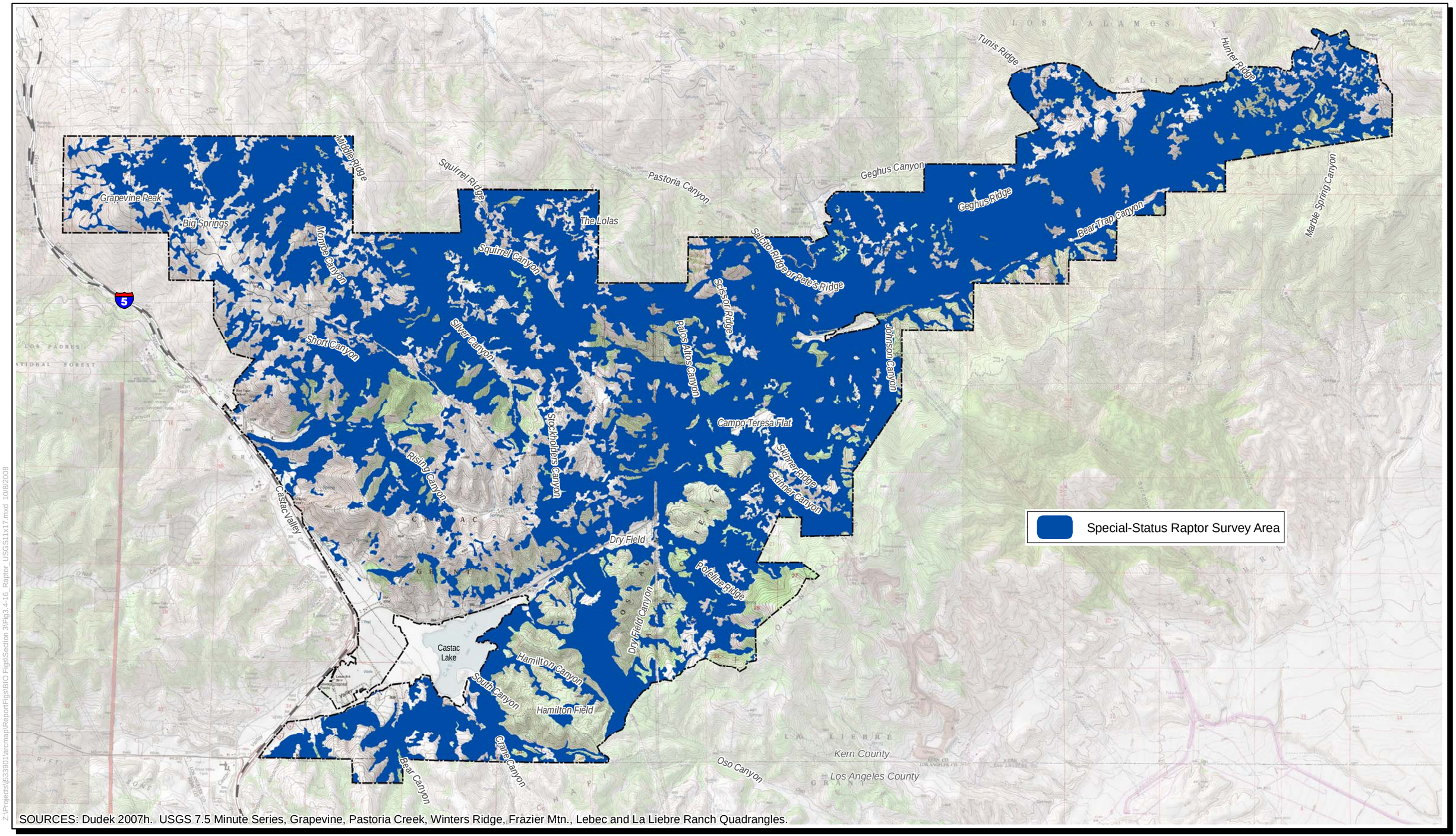
Date	Personnel	Time	Temp. (°F)	Wind (mph)	Cloud Cover (%)
Spring Survey					
03/06/07	SMB, SFF	0845–1700	48	0–3	0
03/07/07	SFF, SMB	0730–1815	46	Not recorded	0
03/08/07	SMB, SFF	0645–1800	58–60	3–5	0
03/12/07	TAC, RMK	0830–1800	58–72	0–4	0
03/13/07	AMH, BMW	0700–1720	42–65	0–3	0
03/13/07	TAC, RMK	0805–1800	55	0–3	0
03/14/07	RMK, TAC	0940–1745	55–63	0–4	0
03/15/07	RMK, TAC	0930–1600	55–62	1–3	0
03/16/07	RMK, TAC	0845–2245	56–58	5–15	0
03/19/07	BAO, RMK	0930–1730	55–65	0–3	0
03/19/07	KWB, KJM	0945–1815	50–60	10–15	0
03/22/07	RMK, TAC	1000–1700	45–68	0–3	0
03/23/07	RMK, TAC	1010–1300	48–70	0–3	0
03/26/07	TAC, RMK	0930–1515	48–68	0–5	0
03/28/07	RMK, TAC	1530–1800	40	5–20	50
03/29/07	SMD, PML	0800–1630	69	1–4	0
03/29/07	TAC, RMK	1430–1710	45–50	Not recorded	0
03/30/07	PML, SMD	0745–1230	48–65	0–5	0
Summer Survey					
06/04/07	TAC	0830–1715	5–80	Not recorded	0
06/05/07	TAC	0930–1700	65–70	5–15	0
06/06/07	TAC	0700–1700	55–65	5–15	0

Table D.1-10 (Continued)

Date	Personnel	Time	Temp. (°F)	Wind (mph)	Cloud Cover (%)
06/06/07	RMK	0910–1700	65–72	5–20	95
06/07/07	TAC	0700–1700	70–75	1–3	0
06/07/07	RMK	0830–1630	73–78	2–8	0
06/12/07	RMK	1200–1925	76–85	3–5	0
06/13/07	RMK	1420–1620	82	5–15	0
06/14/07	RMK	0855–1750	73–84	2–10	0
06/15/07	RMK	0900–1200	75–85	0–5	0
06/21/07	RMK	0925–1630	78–83	5–20	0
06/26/07	RMK	0910–1130	77–82	3–5	0
06/27/07	RMK, TSL	0830–1430	77–81	2–10	0
06/28/07	RMK, TSL	0840–2045	70–78	3–25	0
06/29/07	RMK, TSL	0820–1120	74	3–5	0
07/05/07	RMK	0900–1900	79–85	2–5	0
07/06/07	RMK, FMO	0825–1915	78–93	0–20	0

Personnel key:

AMH: Anita Hayworth; BAO: Brock Ortega; BMW: Brianna Wood; FMO: F. Marcus Obregon; KJM: Kam Muri; KWB: Keith Babcock; PML: Paul Lemons; RMK: Rebekah Krebs; SFF: Stuart Fraser; SMB: Scott Boczkiewicz; SMD: Scott Duff; TAC: Traci Caddy; TSL: Thomas Liddicoat.



SOURCES: Dudek 2007h. USGS 7.5 Minute Series, Grapevine, Pastoria Creek, Winters Ridge, Frazier Mtn., Lebec and La Liebre Ranch Quadrangles.

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Special-Status Raptor Survey Areas

FIGURE D.1-11

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Teams of two biologists conducted the spring surveys, and single observers conducted the summer surveys. Stops were made at intervals ranging between 1,000 and 1,500 ft to scan the landscape for raptors or nest locations. Each stop lasted approximately 5 minutes and binoculars (10 × 50 mm and 8 × 32 mm power) and spotting scopes (Nikon 15×–60× and Bushnell 20×–60× magnification) were used. The interval between stops varied with the size of the applicable habitat patch and the ability to scan the patch based on topography. All areas of woodland vegetation were visited or visually scanned with binoculars. Trees, fence lines, rock outcrops, and ground sites were searched for direct observation or evidence of raptor nesting, including direct observation of a nest or whitewash, feathers, and prey debris. The surveys were conducted during periods without persistent precipitation or fog and when wind speeds were less than 15 mph.

Northern Goshawk

The current survey protocol for the northern goshawk was developed by the USFS (2000). There is no USFWS survey protocol for this species. Although the TMV project site is not within the breeding range of this species, it was recorded for the site and the breeding range is located nearby (Squires and Reynolds 1997). Focused surveys for northern goshawk were conducted by Dudek biologists within suitable habitat on site, including canyon live oak forest typically characterized as montane riparian deciduous forest and mixed hardwood forest. There is very little conifer forest located on site. A total of 2,240 ac. of suitable northern goshawk habitat on site was surveyed (see Figure D.1-12).

Dawn acoustic surveys based on detection of courtship vocalizations and flight displays of goshawks at nest sites were conducted to survey for the species. Listening stations in close proximity to patches of suitable habitat were established, and 1.5-hour listening periods were conducted at dawn or within early morning hours during the early part of the breeding season. The USFS protocol indicates that two surveys are required and a third is recommended if the results of the first two surveys are negative. The surveyor arrived at each listening station 45 minutes before sunrise and remained for a total of 1.5 hours. Dudek biologists conducted the surveys from March through April 2007 in accordance with the USFS protocol (see Table 4.1-11).

Table 4.1-11. Northern Goshawk Survey Schedule and Conditions

Date	Personnel	Time	Temp. (°F)	Wind (mph)	Cloud Cover (%)
03/14/07	TAC, RMK	0715–0940	55–63	0–4	0
03/15/07	TAC, RMK	0815–0930	55–62	1–3	0
03/16/07	TAC, RMK	0800–0842	56–58	5–15	0
03/19/07	BAO, RMK	0800–0930	55–65	0–3	0
03/20/07	BAO, RMK	0751–0940	41–55	NR	100

Table D.1-11 (Continued)

Date	Personnel	Time	Temp. (°F)	Wind (mph)	Cloud Cover (%)
03/22/07	TAC, RMK	0745–1000	45–68	0–3	0
03/23/07	TAC, RMK	0850–1010	48–70	0–5	0
03/26/07	TAC, RMK	0850–0929	48–68	0–5	0
03/27/07	TAC, RMK	0910–0920	35	NR	0
03/28/07	TAC, RMK	0826–0946	40	10–15	0
04/04/07	RMK, TSL	0742–1100	60	0–1	100
04/11/07	TAC	0745–0940	55–60	0–5	0
04/13/07	TAC	0750–0904	55–60	NR	0
04/17/07	TAC	0818–0907	50–55	NR	0
04/18/07	TAC	0900–0950	30–35	5–15	100
04/19/07	TAC	0819–1000	50–55	NR	0

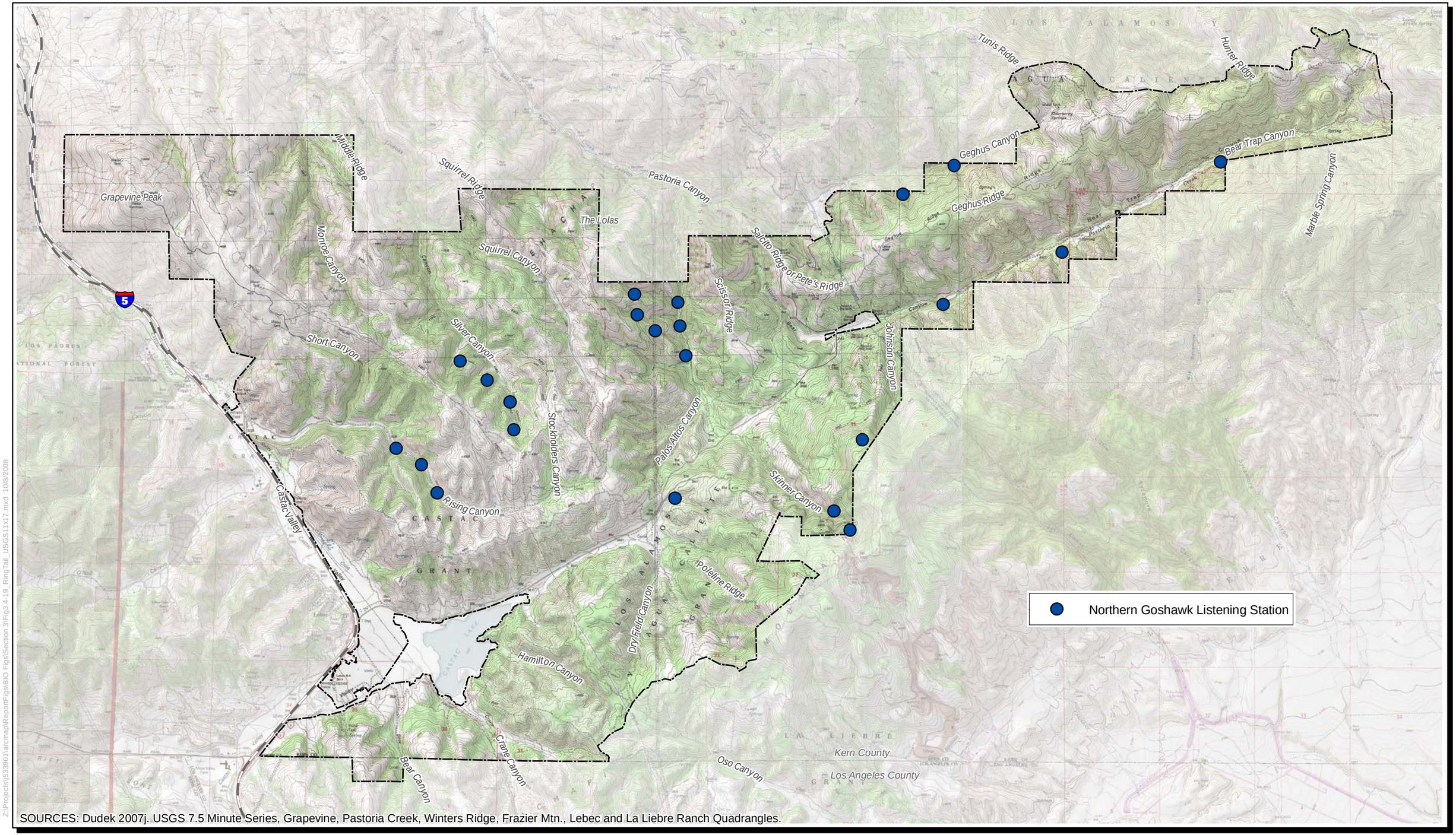
Personnel key:
BAO: Brock Ortega; TAC: Traci Caddy; RMK: Rebekah Krebs; TSL: Thomas Liddicoat.
NR = Not recorded

Purple Martin

There is no established protocol survey methodology for purple martin. Surveys for purple martin were primarily conducted in conjunction with surveys for golden eagle, white-tailed kite, and northern goshawk, as described above, because purple martins nest in similar habitats and would be observed during the period the nesting raptors surveys were conducted. Purple martins may also use riparian habitat, and the focused surveys conducted for riparian bird species described above also would have resulted in detections of purple martin if this species were nesting in on-site riparian habitats. Biologists were attentive to birds in flight and bird calls and surveys were on foot, so overall habitat coverage was very good. In addition, with the raptor surveys, the biologists were searching oak trees for nesting raptors, so nesting activity of other bird species was also noted. Purple martins also tend to nest in colonies or clusters, so several adults entering and emerging from nesting areas (e.g., snags, broken tree tops) are easily detected.

Wintering Birds

Suitable habitat and winter arrival information for wintering bird species was determined by reviewing published literature (Zeiner et al. 1990a; Garrett and Dunn 1981; Poole 2005). The areas determined to be suitable habitat for special-status wintering birds are identified in Figure D.1-13. Note that wintering bald eagle surveys are addressed separately above.



SOURCES: Dudek 2007j. USGS 7.5 Minute Series, Grapevine, Pastoria Creek, Winters Ridge, Frazier Mtn., Lebec and La Liebre Ranch Quadrangles.

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Northern Goshawk Listening Stations

FIGURE D.1-12

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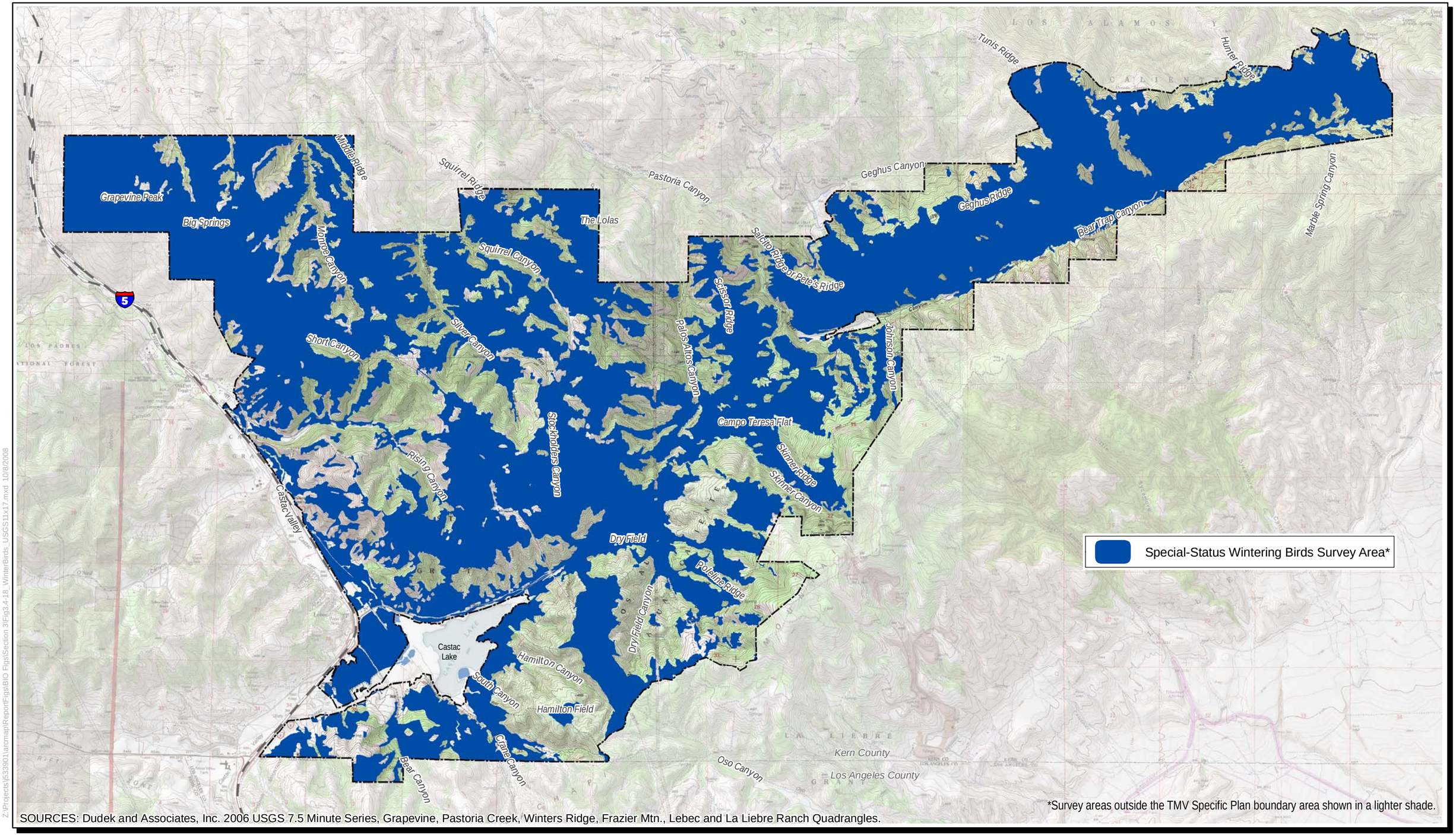

SOURCES: Dudek and Associates, Inc. 2006 USGS 7.5 Minute Series, Grapevine, Pastoria Creek, Winters Ridge, Frazier Mtn., Lebec and La Liebre Ranch Quadrangles.

*Survey areas outside the TMV Specific Plan boundary area shown in a lighter shade.

0 5,000 Feet

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Special-Status Wintering Bird Survey Areas

FIGURE D.1-13

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Wintering bird surveys were conducted during November 14 to 16, 2006. Teams of two surveyors conducted road/driving surveys according to accepted methods (Ethier n.d.). All roads that pass through or near the suitable habitat for these species were traversed at approximately 10 mph and no faster than 25 mph. The route traveled was recorded, and at intervals of approximately 1,000 to 1,500 ft, the surveyors stopped to search for special-status species. The stops generally lasted for approximately 5 minutes, and binoculars (10 × 50 mm and 8 × 32 mm power) and spotting scopes (Nikon 15×–60× and Bushnell 20×–60× magnification) were used. The survey schedule and conditions are summarized in Table D.1-12.

Table D.1-12. Wintering Bird Survey Schedule

Date	Personnel	Time	Air Temp. (°F)	Wind (mph)	Cloud Cover (%)
11/14/06	RMK, JDP	1000–1517	57–59	2–5	0
11/14/06	KJM, PML	1000–1700	51–55	5–10	10–100
11/14/06	BAO, SLT	1015–1700	51–55	3–5	100
11/15/06	BAO, SLT	0730–1300	50–65	0–1	0
11/15/06	RMK, JDP	0730–1700	57–59	1–5	2–5
11/15/06	KJM, SFF	0745–1700	57–58	2–5	0
11/15/06	TSL, PML	0800–1715	58–62	5–10	2
11/16/06	TSL, PML	0745–1200	58–73	0–2	5
11/16/06	RMK, JDP	0815–1710	53–58	3–4	0
11/16/06	KJM, SFF	0830–1200	58–73	1–3	0–5

Personnel key:
RMK: Rebekah Krebs; JDP: Jeff Priest; KJM: Kam Muri; PML: Paul Lemons; BAO: Brock Ortega; SLT: Sara Townsend; SFF: Stuart Fraser; TSL: Thomas Liddicoat.

1.6 SPECIAL-STATUS MAMMALS

1.6.1 RINGTAIL

Survey Methods

There is no established protocol for conducting ringtail (*Bassariscus astutus*) surveys. A survey protocol was developed based on a review of applicable survey methods and literature related to the habitat preferences, behavior, survey methods, and trapping methods, including Zielinski et al. (2000, 2005), Harris and Ogan (1997), Jaeger (1961), Hawbaker (1974), Halfpenny (1986), Jameson and Peeters (1988), Chapman and Feldhamer (1982), Belluomini (1980), Trapp (1972), Taylor (1954), Howard (1957), Kavanau (1971), Lindstedt et al. (1986), Campbell (2004), and Orloff (1980).

This review indicated that baited analog cameras and sooted plates located within suitable habitat was the most effective method for detecting the presence of the ringtail within a landscape. Camera stations were placed along perennial or longer-lasting intermittent streams, other permanent water sources (e.g., cattle guzzlers, springs), and Castac Lake, at approximate 0.25 km intervals (820 ft) and at the distal ends of linear water courses and adjacent to springs or

other point source water sources throughout the TMV Planning Area (Figure D.1-14). Where multiple point sources (e.g., cattle guzzlers or springs) occurred near each other (not more than 0.25 km from each other), a single camera station was placed near the center of these locations. Camera stations included one digital Cuddeback camera with a 512 Mb CompactFlash card and an opposing bait station. Camera stations were set between 3 and 5 ft off the ground and between 10 and 20 ft from the lure station. The field of view of the camera was situated such that the ground and bait station were both visible. In most instances, both the camera and the bait stations were affixed to the trunks of trees. Where it was not possible to set bait stations or cameras on trees, they were affixed to a survey stake. Cameras were affixed to the tree or stake by 4 in. stainless steel screws. Bait stations were affixed to trees or stakes by inserting 3 in. stainless steel screws through metal framing nail plates. Each station was baited with a combination of raw chicken thighs, whole sardines, and the commercial lure, Gusto (Minnesota Trapline Products, Pennock, Minnesota). Bait was placed within wire mesh baskets that allowed wildlife to eventually remove the bait, but delayed removal long enough for the animal to be captured on camera. Camera sensors were generally directed away from the direction of solar travel to minimize glare and inadvertent triggering of the camera. Bait and camera batteries were reapplied and replaced on the first and eighth day of the camera trapping session. A 3-minute delay was set between triggering photos to preserve battery life and memory space. Cameras were maintained in place for a period of 16 consecutive days.

Ringtail Camera Station Location (with camera number)*

*Survey areas outside the TMV Specific Plan boundary area shown in a lighter shade.

SOURCES: Dudek 2007j. USGS 7.5 Minute Series, Grapevine, Pastoria Creek, Winters Ridge, Frazier Mtn., Lebec and La Liebre Ranch Quadrangles.

0 5,000 Feet

DUDEK

Tehachapi Upland MSHCP

Ringtail Camera Station Locations

FIGURE D.1-14

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The cameras were deployed in 14 sessions at approximately 220 camera stations throughout the TMV Planning Area. Approximately 18 camera stations were used for each of the 14 camera sessions. Every 16 days over a 9-month period, the 18 cameras were rotated from the current session locations to the next location. The survey began in February 2007 and was completed in November 2007 (see Table D.1-13).

Table D.1-13. Ringtail Survey Session Schedule

Session Number	Date	Event	Personnel
1	03/12/07	Set up camera	BAO
1	03/20/07	Battery check/download	TAC
1	03/28/07	Remove camera	TAC
2	03/29/07	Set up camera	TAC
2	04/06/07	Battery check/download	PCS
2	04/14/07	Remove camera	TAC
3	04/15/07	Set up camera	TAC
3	04/23/07	Battery check/download	PML
3	05/01/07	Remove camera	PML
4	05/02/07	Set up camera	PML
4	05/10/07	Battery check/download	SMD
4	05/18/07	Remove camera	SMD
5	05/19/07	Set up camera	SMD
5	05/27/07	Battery check/download	RMK
5	06/04/07	Remove camera	RMK
6	06/05/07	Set up camera	RMK
6	06/13/07	Battery check/download	TSL
6	06/21/07	Remove camera	TSL
7	06/22/07	Set up camera	TSL
7	06/30/07	Battery check/download	TAC
7	070/8/07	Remove camera	TAC
8	07/09/07	Set up camera	TAC
8	07/17/07	Battery check/download	TSL
8	07/25/07	Remove camera	TSL
9	07/26/07	Set up camera	TSL
9	08/03/07	Battery check/download	TSL
9	08/11/07	Remove camera	TSL
10	08/12/07	Set up camera	TSL
10	08/20/07	Battery check/download	JDP
10	08/28/07	Remove camera	JDP
11	08/29/07	Set up camera	JDP
11	09/06/07	Battery check/download	TLW
11	09/14/07	Remove camera	TLW
12	09/15/07	Set up camera	TLW
12	09/23/07	Battery check/download	PML
12	10/01/07	Remove camera	PML
13	10/02/07	Set up camera	PML
13	10/10/07	Battery check/download	PCS
13	10/18/07	Remove camera	PCS
14	10/19/07	Set up camera	PCS
14	10/27/07	Battery check/download	TAC
14	11/03/07	Remove camera	TAC

Personnel key:
BAO: Brock Ortega; JDP: Jeff Priest; PCS: Patricia Schuyler; PML: Paul Lemons; RMK: Rebekah Krebs; SMD: Scott Duff; TSL: Thomas Liddicoat; TAC: Traci Caddy; TLW: Tricia Wotipka.

1.6.2 SPECIAL-STATUS SMALL MAMMALS

Focused small mammal trapping was conducted by Compliance Biology in 2003 over an approximately 4,500 ac. portion of the TMV Planning Area (Compliance Biology 2003) and at additional locations in 2007 (J&S 2008a). The surveys were conducted within suitable habitats for the species (e.g., chaparral and sagebrush habitats at lower elevations and open pine forests at higher elevations for Tehachapi pocket mouse).

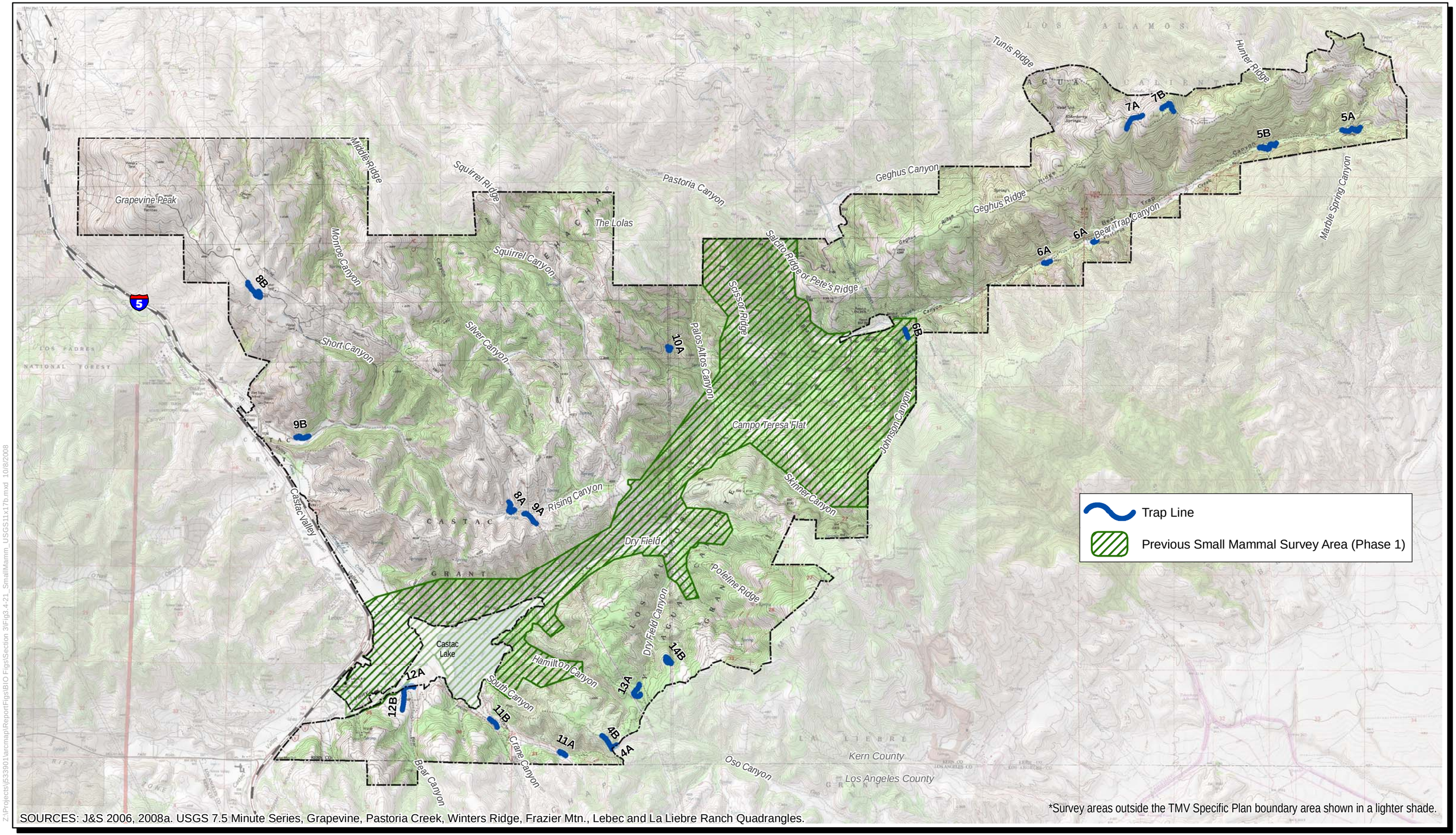
Survey Methods

Prior to conducting field studies, relevant literature resources were reviewed, including the results of prior small mammal surveys conducted within the TMV Planning Area.

Following the literature reviews, a reconnaissance-level survey to select trapline transects was completed on May 16 and May 17, 2007. Trapline locations were selected to sample the representative vegetation communities in the survey area. The target species generally inhabit more xeric habitats and a majority of the traplines were located in the drier southern portion of the study area where such habitats occur (see Figure D.1-15).

Small Mammal Survey Methodology

Table D.1-14 summarizes the dates and conditions when small mammal surveys were conducted during July and August 2007. Figure D.1-15 shows special-status small mammal survey locations. Fifty 9 in. long aluminum folding Sherman traps were placed along each trapline at approximately 10 to 15 m intervals. The traps were set and placed where small rodent captures were judged to be most probable on the basis of burrows, droppings, trails, and other signs of occupancy. Where rodent sign was not apparent, traps were placed near the base of shrubs or near downed woody material. The location of each trap was recorded using a Garmin Etrex handheld GPS unit (accurate to approximately 3 m). The GPS data were downloaded and imported into GIS. A mixture of birdseed and dried ferret food was used as bait. A small handful of the bait was placed inside the trap with a few seeds trailing out from the mouth of the trap, usually toward a game trail, burrow, or open area. All traps were modified with the addition of a binder clip on the lip of the trap body to prevent the doors from closing on the animals' tails. Each trapline was run for 4 consecutive nights. The traps were set and baited in late afternoon, left open all night, and checked and closed at dawn. The time and weather conditions were noted at the beginning and end of each trapline check. The sex and reproductive condition of each animal was recorded (i.e., testes scrotal or not scrotal, female reproductive or non-reproductive). Representative digital photos were taken of all species captured on each trapline. Once the data were recorded onto data sheets, each animal was released where it had been captured. Released animals were observed until they moved to the safety of a burrow or clump of vegetation. Table D.1-15 lists small mammal survey biologists.



*Survey areas outside the TMV Specific Plan boundary area shown in a lighter shade.

SOURCES: J&S 2006, 2008a. USGS 7.5 Minute Series, Grapevine, Pastoria Creek, Winters Ridge, Frazier Mtn., Lebec and La Liebre Ranch Quadrangles.

0 Feet 5,000

DUDEK

Tehachapi Upland MSHCP

Special-Status Small Mammal Survey Locations

FIGURE D.1-15

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Table D.1-14. Locations, Survey Date and Time, and Weather Conditions for Small Mammal Surveys

Trap Line	Date and Time	Weather Conditions
7A	06/12/07, 0415–0441	53°F, winds 2–7 mph, clear skies
7B	06/12/07, 0450–0528	53°F, calm, clear skies
5A	06/12/07, 0553–0631	62°F, winds 1–2 mph, clear skies
5B	06/12/07, 0645–0658	55°F, winds 0–2 mph, clear skies
7A	06/13/07, 0415–0436	60°F, winds 4–7mph, clear skies
7B	06/13/07, 0452–0513	60°F, winds 1–4 mph, clear skies
5A	06/13/07, 0538–0610	58.5°F, winds 1–2 mph, clear skies
5B	06/13/07, 0623–0640	58°F, winds 1–3 mph, clear skies
7A	06/14/07, 0410–0440	63°F, winds 4–10 mph, clear skies
7B	06/14/07, 0445–0515	66°F, winds 1–4 mph, clear skies
5A	06/14/07, 0538–0606	57°F, winds 0–2 mph, clear skies
5B	06/14/07, 0622–0635	58°F, calm, clear skies
7A	06/15/07, 0410–0450	66°F, winds 5–10 mph, clear skies
7B	06/15/07, 0505–0540	65°F, winds 1–5 mph, clear skies
5A	06/15/07, 0604–0643	60.5°F, calm, clear skies
5B	06/15/07, 0659–0722	62°F, calm, clear skies
1A	6/26/07	63 F, winds 10-14 mph, clear skies
1B	6/26/07	63 F, winds 10-14 mph, clear skies
2A	6/26/07	62.5 F, winds 5-9 mph, clear skies
2B	6/26/07	63 F, winds 3-12 mph, clear skies
1A	6/27/07	61 F, winds 7-14 mph, clear skies
1B	6/27/07	61 F, winds 5-14 mph, clear skies
2A	6/27/07	64 F, winds 1-8 mph, clear skies
2B	6/27/07	61 F, winds 5-14 mph, clear skies
1A	6/28/07	57 F, winds 10-25 mph, clear skies
1B	6/28/07	57 F, winds 15-25 mph, clear skies
2A	6/28/07	60 F, winds 5-15 mph, clear skies
2B	6/28/07	58 F, winds 10-20 mph, clear skies
1A	6/29/07	56 F, winds 10-25 mph, clear skies
1B	6/29/07	56 F, winds 8-15 mph, clear skies
2A	6/29/07	59 F, winds 8-12 mph, clear skies
2B	6/29/07	55 F, winds 5-17 mph, clear skies
10A	07/10/07, 0400–0438	71°F, winds 1 mph, cloudy
6A	07/10/07, 0515–0540	62°F, calm, partly cloudy
6B	07/10/07, 0550–0615	67°F, calm, partly cloudy
10A	07/11/07, 0352–0428	67°F, winds 1 mph, clear skies
6A	07/11/07, 0510–0538	58°F, winds 2 mph, clear skies
6B	07/11/07, 0548–0620	63°F, calm, clear skies
10A	07/12/07, 0341–0418	66°F, winds 1.5 mph, clear skies
6A	07/12/07, 0452–0522	54°F, winds 2 mph, clear skies
6B	07/12/07, 0533–0558	51°F, winds 1.5 mph, clear skies
10A	07/13/07, 0350–0449	60°F, winds 1.5 mph, clear skies

Table D.1-14 (Continued)

Trap Line	Date and Time	Weather Conditions
6A	07/13/07, 0521–0612	54°F, winds 1 mph, clear skies
6B	07/13/07, 0622–0702	55°F, winds 2 mph, clear skies
3A	07/17/07	58 F, winds 6-7 mph, clear skies
3B	07/17/07	59 F, winds 6 mph, clear skies
4A	07/17/07, 0543–0607	59°F, winds 1 mph, clear skies
4B	07/17/07, 0608–0630	61°F, winds 0.5 mph, clear skies
3A	07/18/07	60 F, winds 5-8 mph, clear skies
3B	07/18/07	60 F, winds 3-5 mph, clear skies
4A	07/18/07, 0529–0547	53°F, winds 1.5 mph, clear skies
4B	07/18/07, 0550–0615	57°F, winds 0.5 mph, clear skies
3A	07/19/07	58 F, winds 5 mph, cloudy
3B	07/19/07	58.5 F, winds 5 mph, cloudy
4A	07/19/07, 0540–0600	54°F, winds 1.5 mph, cloudy
4B	07/19/07, 0516–0540	55°F, winds 1.5 mph, cloudy
3A	07/20/07	61 F, winds 2-5 mph, clear skies
3B	07/20/07	57 F, winds 2-5 mph, clear skies
4A	07/20/07, 0634–0702	56.5°F, winds 0.5 mph, clear skies
4B	07/20/07, 0550–0630	54°F, winds 3–6 mph, clear skies
11A	07/24/07, 0328–0352	67°F, winds 2.5 mph, clear skies
11B	07/24/07, 0400–0418	67°F, winds 2 mph, clear skies
12A	07/24/07, 0427–0508	66°F, winds 0.5 mph, clear skies
12B	07/24/07, 0513–0539	66°F, winds 0.5 mph, clear skies
11A	07/25/07, 0345–0359	71°F, winds 1 mph, clear skies
11B	07/25/07, 0404–0425	64°F, calm, clear skies
12A	07/25/07, 0434–0511	60°F, winds 1 mph, clear skies
12B	07/25/07, 0512–0534	60°F, winds 0.5 mph, clear skies
11A	07/26/07, 0340–0359	59°F, calm, clear skies
11B	07/26/07, 0411–0437	55°F, winds 0.8 mph, clear skies
12A	07/26/07, 0448–0549	54°F, winds 0.3 mph, clear skies
12B	07/26/07, 0550–0615	54°F, calm, clear skies
11A	07/27/07, 0346–0416	61.5°F, winds 1–2.8 mph, clear skies
11B	07/27/07, 0432–0508	58°F, calm, clear skies
12A	07/27/07, 0521–0612	61°F, calm, clear skies
12B	07/27/07, 0615–0656	61°F, calm, clear skies
8A	07/31/07, 0413–0443	66°F , winds 1.5 mph, clear skies
8B	07/31/07, 0502–0537	67°F, winds 0.6 mph, clear skies
9A	07/31/07, 0338–0401	66°F, winds 0.8 mph, clear skies
9B	07/31/07, 0600–0630	64°F, winds 0.8 mph, clear skies
8A	08/01/07, 0420–0450	58°F, winds 3–4 mph, clear skies
8B	08/01/07, 0509–0530	66°F, winds 2–3 mph, clear skies
9A	08/01/07, 0340–0405	59°F, winds 0.9 mph, clear skies
9B	08/01/07, 0546–0632	63°F, wind 0.9–1.6 mph, clear skies
8A	08/02/07, 0420–0450	58°F, winds 1–4 mph, clear skies
8B	08/02/07, 0512–0527	61.3°F, winds 0–1 mph, clear skies

Table D.1-14 (Continued)

Trap Line	Date and Time	Weather Conditions
9A	08/02/07, 0343–0415	59.7°F, winds 0–1 mph, clear skies
9B	08/02/07, 0544–0618	65°F, calm, clear skies
8A	08/03/07, 0440–0518	59°F, winds 1–3 mph, clear skies
8B	08/03/07, 0540–0558	64°F, winds 0–1 mph, clear skies
9A	08/03/07, 0344–0430	63°F, winds 1–3 mph, clear skies
9B	08/03/07, 0612–0718	67°F, winds 1–2 mph, clear skies
13A	08/07/07, 0639–0707	52°F, winds 0–2 mph, clear skies
13B	08/07/07	52.5 F, winds 5-15 mph, clear skies
14A	08/07/07	51.7 F, winds 4-8 mph, clear skies
14B	08/07/07, 0600–0613	52°F, winds 1–3 mph, clear skies
13A	08/08/07, 0710–0727	55.8°F, winds 1–3 mph, clear skies
13B	08/08/07	55 F, winds 9-16 mph, clear skies
14A	08/08/07	53.8 F, winds 6-10 mph, clear skies
14B	08/08/07, 0624–0701	55.9°F, winds 1–2 mph, clear skies
13A	08/09/07, 0655–0714	59.5°F, winds 0–1 mph, clear skies
13B	08/09/07	59.5 F, winds 1-5 mph, clear skies
14A	08/09/07	57.5 F, winds 3-5 mph, clear skies
14B	08/09/07, 0609–0648	57.2°F, winds 0–2 mph, clear skies
13A	08/10/07, 0647–0707	60°F, calm, clear skies
13B	08/10/07	63.7 F, winds 9-12 mph, clear skies
14A	08/10/07	62 F, winds 5-7 mph, clear skies
14B	08/10/07, 0548–0636	63°F, winds 1–3 mph, clear skies

Table D.1-15. Small Mammal Survey Biologists

Biologist
Will Kohn,
Phil Richards
Erin Hitchcock
Kara Martinusen

1.7 SURVEY ANALYSIS FACTORS

Diurnal and Nocturnal Survey Factors. The majority of the surveys were conducted during the daytime to maximize the detection of most animals. Birds represent the largest component of the vertebrate fauna, and, because most birds are active in the daytime, diurnal surveys maximize the number of observations of this portion of the fauna. Daytime surveys may result in fewer observations of animals that are more active at night. To address this potential factor, nocturnal focused surveys were conducted for nocturnally active special-status species that potentially occur on site, including ringtail and Tehachapi pocket mouse.

Reptiles and Amphibian Survey Factors. Reptiles and amphibians are secretive in their habits and are difficult to observe using standard meandering transects. Trapping was not considered to be effective for the Covered Species reptiles or amphibians. To account for survey difficulties, the Covered Species reptiles that could occur, based on pertinent distribution and habitat preference literature and recorded observations, are assumed to be present on the Covered Lands within modeled suitable habitat.

Roadway Access and Special-Status Breeding Raptor Survey Factors. Due to weather-related dirt roadway access limitations, the special-status breeding raptor surveys did not begin until March. Some of the target species may have begun nesting at an earlier time. Most trees in survey areas had not leafed out when raptor surveys began, and raptor nests were very visible to the surveyors. The second combined road and walking survey focused on areas that could not be covered thoroughly during the first pass, did not have roads within adequate detection distance, or for which an observation was made but no nest was found. The two surveys collectively provide an adequate assessment of special-status breeding raptors within the TMV Planning Area.

2.0 SPECIAL-STATUS PLANTS

Special-status plant surveys were conducted to determine the presence or absence of plant species that are considered endangered, rare, or threatened under California Environmental Quality Act (CEQA) Guideline 15380 (14 CCR 15000 et seq.). Endangered and threatened plant species are recognized in the context of CESA and FESA. Endangered, rare, or threatened plants, as defined in CEQA Guideline 15380(b) (14 CCR 15000 et seq.), are referred to as "special-status plant species" in this report. Special-status plants, in the context of CEQA (California Public Resources Code, Section 21000 et seq.), are defined and described in terms of local, state, and federal plans, regulations, or policies.

CDFG recognizes that plants on Lists 1A, 1B, and 2, as well as some on List 3, of the *California Native Plant Society* (*CNPS*) *Inventory of Rare and Endangered Plants in California* (CNPS 2008), may meet the criteria for listing as threatened or endangered and should be considered as special-status plants under CEQA (CDFG 2008c).

The primary goal of the special-status plant surveys was to determine the presence or absence of federally or state-listed species and CNPS Lists 1A, 1B, 2, and 3 species. The presence of all CNPS List 4 species was documented even if the species were not considered locally rare. A previously undescribed species, Tehachapi buckwheat (*Eriogonum callistum*), was included during the focused special-status plant surveys because this species is known only from a few scattered locations in the Tehachapi Mountains in Kern County (Reveal 2006).

The following sections describe the methods used to survey for special-status plant species within the TMV Planning Area.

2.1 PREVIOUS ON-SITE BOTANICAL SURVEYS

Vollmar Consulting conducted floristic surveys in 2003 and 2004. The surveys covered approximately 4,500 ac. within the TMV Planning Area. J&S conducted floristic surveys in 2005 and 2006 that included the previously surveyed areas and additional portions of the TMV Planning Area. Data collected prior to 2007 were used to prepare a target list of special-status plant species that could potentially occur within the TMV Planning Area for comprehensive, sitewide surveys conducted in 2007. The data collected from these earlier surveys were also mapped on field maps used during the 2007 survey, as described below.

2.2 LITERATURE REVIEW

Dudek identified special-status botanical resources present or potentially present within the TMV Planning Area through a literature review using print and digital sources and through consultation with botanists at J&S, Dudek, and staff at TRC.

Dudek botanists also reviewed the species lists compiled by J&S and Vollmar Consulting (Vollmar Consulting 2004; J&S 2006) during a 4-year period from 2003 to 2006 to develop the project-specific list of special-status plants to address during surveys and evaluate in this technical report. Dudek also mapped and evaluated special-status plant species from the CNDDB (CDFG 2008b) and their potential to occur on the TMV Planning Area.

Dudek reviewed the online version of the *CNPS Inventory of Rare and Endangered Plants* (CNPS 2008) and conducted a CNPS nine-quad search. Dudek conducted the search for the six USGS 7.5-minute quadrangle (quad) maps in which TMV is located: Lebec, Pastoria Creek, Frazier Mountain, Grapevine, Winters Ridge, and La Liebre Ranch. Each of these quads was used to run the CNPS nine-quad search and results were combined into one comprehensive list. The nine-quad search provides special-status plant species, as defined by CNPS, which are known to occur in the focus quad and the eight quads surrounding the focus quad. Only CNPS List 1, 2, and 3 plant species are included in this nine-quad search. Dudek then conducted a search for CNPS List 4 species listed for Kern County that may occur within the TMV Planning Area, based on habitat, soil, and elevation preferences.

Dudek also reviewed *Vascular Flora of the Liebre Mountains, Western Transverse Ranges, California* (Boyd 1999), which lists special-status species occurring in the Liebre Mountains, located approximately 25 mi. south of the TMV Planning Area. The plant species listed in this flora (Boyd 1999) were addressed during surveys and are evaluated in this technical report. Dudek determined the species' potential to occur within the TMV Planning Area, based on their known distribution, habitat preference, and/or elevation range.

This research resulted in a project-specific list of special-status plants that could occur within the TMV Planning Area. The list was used to conduct the special-status plant surveys. All field biologists had a copy of the potential occurrence list of target species during surveys in 2007. Three additional species were added to the CNPS inventory after surveys began.

Dudek determined the potential for an individual species to occur within the TMV Planning Area based on a review of habitat, soils, and elevation preferences, as well as geographic distribution of the species. The *Soil Survey of Kern County, California, Southeastern Part* (Valverde and Hill 1981) was reviewed to determine the location of soils that indicate potential habitat for some special-status plant species, particularly those that are edaphically restricted. Elevation ranges within the TMV Planning Area were calculated from the DTM created in 2006 (Intermap Technologies 2005) and were compared to known elevation ranges for the potentially occurring special-status plant species.

A species was not expected to occur when there was a convergence of the aforementioned factors indicating that the species would not occur on site. For example, if a plant occurs at elevations significantly below 2,600 ft above mean sea level (amsl) or significantly above 5,400 ft amsl, which is the elevation range of the TMV Planning Area, and suitable habitat for the

species is not present within the TMV Planning Area, the species was considered unlikely to occur on the site. Also, species were not expected to occur when the known distribution is clearly outside the TMV Planning Area's geographic range, such as Mexican flannelbush (*Fremontodendron mexicanum*), which is restricted to a few sites in San Diego County and Baja California.

2.3 SURVEY PREPARATION

Because the special-status plant surveys involved a concerted effort on the part of a large team of botanists over the course of several months, Dudek created detailed documentation on the survey protocol for staff to use during surveys. Information in the protocol packet included:

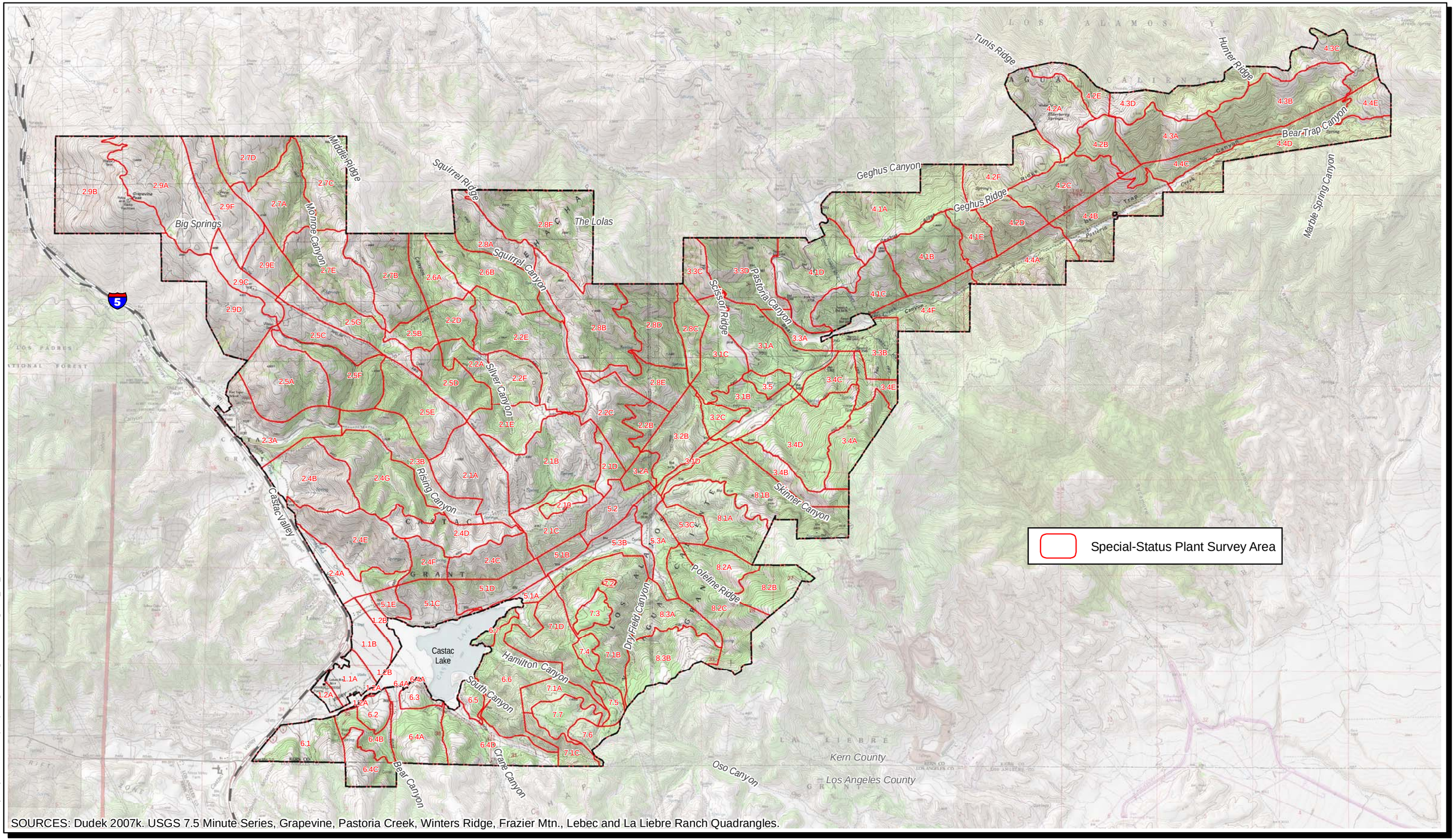
- Special-status species information (e.g., photos, Jepson pages)
- Survey protocols (e.g., GPS procedures, population sampling methods)
- Species lists from prior surveys
- Maps showing soils, geology, slopes, roads, fire history, and potential suitable habitat for potentially occurring plant species to provide botanists with appropriate environmental information that could affect species abundance and distribution (see below).

To ensure consistency among surveying botanists, Dudek organized and conducted an orientation meeting for botanists conducting special-status plant surveys. Botanists from J&S, Harmsworth and Associates, FL*x*, the University of California Riverside Herbarium, and Dudek formed the botanical team. Generally, teams were divided into groups of two, with one lead botanist and one support botanist working together.

Each group was assigned survey areas to cover. Survey areas were based on the phasing plan boundaries developed for the TMV project in early 2007. Some of these phasing plan boundaries were more than 1,000 ac. To provide a manageable tracking system and ensure adequate coverage for all areas within the TMV Planning Area, larger phasing areas were further divided, generating survey areas of between 5 and 530 ac. in size; the majority of the survey areas were between 100 and 200 ac. A total of 132 survey areas were created to efficiently manage botanists and data. Figure D.1-16 shows the survey areas used for the special-status plant surveys in 2007.

Dudek reviewed Twisselmann (1967), Boyd (1999), Hickman (1996), CDFG (2008b), CNPS (2008), and relevant scientific articles about the special-status plant species potentially occurring in the TMV Planning Area to better understand their vegetation, soil, microhabitat (e.g., slope and aspect), and elevation range requirements. Dudek used this information to determine which species were expected to occur on site and to map the location of the most suitable habitat for species that were expected to occur on site and that are CNPS List 1 or 2 species.

Field biologists used these data during surveys in much the same way as aerial photos or other map products to determine where there is the highest probability of encountering these CNPS List 1 and 2 special-status plants. Comprehensive special-status plant surveys were conducted across the entire TMV Planning Area and were not limited by the habitat suitability maps to ensure that the potential occurrence of CNPS List 3 and 4 species was adequately covered during surveys.



SOURCES: Dudek 2007k. USGS 7.5 Minute Series, Grapevine, Pastoria Creek, Winters Ridge, Frazier Mtn., Lebec and La Liebre Ranch Quadrangles.

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0 5,000 Feet

DUDEK

Tehachapi Upland MSHCP

Special-Status Plant Survey Areas

FIGURE D.1-16

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2.4 REFERENCE POPULATION CHECKS

Plant species bloom at slightly different times each year depending on temperature, rainfall patterns, elevation, and other environmental factors. Reference population checks involve locating known populations of special-status plant species during a time frame when they are known to be blooming or exhibit other phenological characteristics that allow for species identification. Observations of reference populations during peak phenology provide assurance that these species would be identifiable if they were within the TMV Planning Area.

In early April 2006, Dudek staff conducted reference population checks for all potential federally or state-listed species and many of the CNPS List 1B species that could occur on the site and that were at peak phenology. Reference populations for other species were also noted during this analysis. Data gathered from the reference population checks were used to determine the appropriate time to begin field surveys.

2.5 FIELD SURVEY SCHEDULE

The botanical team conducted two passes of field surveys on the TMV Planning Area, plus a focused species survey in July and September for San Bernardino aster (Symphyotrichum defoliatum) and Greata's aster (S. [Aster] greatae), which are late-blooming species in the aster family (Asteraceae). The target plant species were grouped based on their blooming period to determine which groups of plants could be observed at the same time. This analysis concluded that all target species could be surveyed from mid-April through May (Pass 1) and in June (Pass 2). The asters bloom from July to November; therefore, Dudek surveyed for these species in mid-July and mid-September within the suitable habitat for San Bernardino aster and Greata's aster. Table D.1-16 lists survey dates, personnel, times, and weather conditions. The botanical survey team spent a total of 748 person-days (approximately 7,476 hours) conducting focused surveys for special-status plants.

Table D.1-16. Special-Status Plant Survey Schedule

Date	Personnel	Specific Task	Hours	Weather
04/09/07	Dudek: MSE, MLB, MNM	Reference population checks	0830–1800	Sunny, strong winds. 10% cloud cover.
04/10/07	Dudek: MSE, MLB	Reference population checks	0815–1615	Sunny, 60°F to 65°F. Light winds.
04/16/07	Dudek: MSE, MNM	Reference population checks	0745–1200	Sunny, clear skies, 60°F–75°F. 0–3 mph winds.

Table D.1-16 (Continued)

Date	Personnel	Specific Task	Hours	Weather
04/16/07	Dudek: MSE, MLB, MNM, PCS, CJF, JSH, DWS Subs: KAB, RAR, MJW, KWD, BDS, CJS, NDG, AKP, JPG, MML	Reference population checks, Pass 1	0745–1800	Sunny, clear skies, 60°F–75°F. 0–3 mph winds.
04/17/07	Dudek: MLB, DWS, JSH, PCS, CJF Subs: KAB, RAR, MJW, KWD, BDS, CJS, NDG, AKP, JPG, MML, BDH	Pass 1	0730–1800	Sunny, 60°F–70°F. Winds 10–15 mph.
04/18/07	Dudek: MLB, DWS, JSH, PCS, CJF Subs: KAB, RAR, MJW, KWD, BDS, CJS, NDG, AKP, DLK, JGD	Pass 1	0730–1630	Cold, 20°F–40°F. Windy, 10–40 mph.
04/19/07	Dudek: DWS, JSH, MLB Subs: KAB, RAR, MJW, KWD, BDS, CJS, NDG, AKP	Pass 1	0930–1700	Cool, mostly sunny. 50°F to 70°F. Overcast and windy at end of day.
04/22/07	Subs: BDH, FEC	Pass 1	1015–1600	Rainy, cold. Medium visibility.
04/23/07	Dudek: SMB, MLB, DWS, JRJ Subs: NDG, AKP, FEC, BDH	Pass 1	0830–1830	Slightly rainy and foggy in the morning, 50°F. Variable cloud cover throughout the day.
04/24/07	Dudek: SMB, DWS, JRJ, MLB Subs: BAP, REP, JLC, KMK, CJS, NDG, AKP, FEC, BDH	Pass 1	0800–1725	Sunny and clear, 58°F–70°F. Light breeze.
04/25/07	Dudek: SMB, DWS, JRJ, MLB Subs: BAP, REP, JLC, KMK, KWD, CJS, NDG, AKP, FEC, BDH	Pass 1	0815–1900	Clear, sunny, 60°F–75°F. Light breeze.
04/26/07	Dudek: SMB, DWS, JRJ Subs: BAP, REP, JLC, KMK, KWD, CJS, NDG, AKP, RBH, JGD, FEC, MML	Pass 1	0800–1830	Clear, sunny, cool, 55°F–70°F. Light winds.
04/27/07	Subs: BAP, REP, JLC, KMK, KWD, CJS, NDG, AKP, RBH, JGD, FEC, MML	Pass 1	0730–1945	Clear, sunny, calm. 55°F–75°F.
04/28/07	Subs: NDG, AKP	Pass 1	0830–1630	Clear, sunny, calm. 65°F–75°F.
04/30/07	Dudek: JSH, MLB, DWS, ELL, TBS	Pass 1	0800–2000	Mostly sunny, 70°F–77°F. Slight wind.
04/30/07	Subs: LAD, MJW, RAR, BDS, NDG, AKP, FEC, MML	Pass 1	0800–1700	Mostly sunny, 70°F–77°F. Slight wind.
05/01/07	Dudek: JSH, DWS, ELL, TBS, MLB Subs: LAD, MJW, RAR, BDS, NDG, AKP, RBH, JGD, FEC, MML	Pass 1	0730–1845	Sunny, 50°F–70°F. Gusty winds, 10–20 mph.
05/02/07	Dudek: JSH, DWS, ELL, TBS, MLB Subs: LAD, MJW, RAR, BDS, NDG, AKP, RBH, JGD, DLK, FEC, MML	Pass 1	0700–1930	Sunny, becoming cloudy at end of day, 50°F–65°F. Windy, 10–30 mph.
05/03/07	Dudek: JSH, DWS, ELL, TBS, MLB Subs: LAD, MJW, RAR, BDS, NDG, AKP, FEC, MML, ACS, MCP	Pass 1	0745–1830	Variable cloud cover, 35°F–50°F. Windy, 20–40 mph.

Table D.1-16 (Continued)

Date	Personnel	Specific Task	Hours	Weather
05/04/07	Dudek: ACS, MCP, ELL Subs: LAD, MJW, RAR, BDS, NDG, AKP, FEC, MML	Pass 1	0730–1730	Cloudy, windy, cold.
05/05/07	Subs: NDG, AKP	Pass 1	0830–1630	Cloudy, windy, cold.
05/07/07	Dudek: JRJ, SMB, DWS, ELL, TBS, MLB Subs: CJS, KMK, MJW, JLC, JBG, JHN, NDG, AKP	Pass 1	0900–1830	Clear, warm. 70°F–80°F. No wind.
05/08/07	Dudek: JRJ, SMB, DWS, ELL, TBS, MLB Subs: CJS, KMK, MJW, JLC, JBG, JHN, NDG, AKP, RBH, JGD	Pass 1	0800–1930	Clear, warm. 67°F–80°F.
05/09/07	Dudek: JRJ, SMB, DWS, ELL, TBS, MLB Subs: CJS, KMK, MJW, JLC, JBG, JHN, NDG, AKP	Pass 1	0815–1730	Clear, warm. 70°F–80°F.
05/09/07	Subs: MML, FEC	Pass 1	1200–2000	Clear, warm. 70°F–80°F.
05/10/07	Dudek: JRJ, SMB, DWS, ELL, TBS, ACS, MCP, MLB Subs: CJS, KMK, MJW, JLC, JBG, JHN, NDG, AKP, RBH, JGD, FEC, MML	Pass 1	0800–1830	Clear, warm. 70°F–80°F. Breezy in the afternoon.
05/11/07	Dudek: ELL, TBS, ACS, MCP Subs: CJS, KMK, JLC, JBG, JHN, NDG, AKP, FEC	Pass 1	0800–1700	Clear, warm. 62°F–80°F.
05/12/07	Subs: NDG, AKP	Pass 1	0830–1630	Clear, sunny, mild. High clouds, breezy.
05/14/07	Dudek: PCS, DWS, ELL, TBS, MLB Subs: KAB, CJS, KWD, REP, NDG, AKP, RBH, JGD, FEC	Pass 1	1230–1930	Clear, warm. 10°F–85°F. Slight breeze.
05/15/07	Dudek: PCS, MLB, DWS, ELL, TBS, ACS, MCP, MLB Subs: KAB, CJS, KWD, REP, NDG, AKP, RBH, JGD	Pass 1	0930–1915	Clear, warm, dry. 70°F–85°F. Sunny, gentle breeze.
05/16/07	Dudek: PCS, MLB, DWS, ELL, TBS, ACS, MCP Subs: KAB, CJS, KWD, REP, NDG, AKP, FEC	Pass 1	0800–1850	Sunny, warm, clear. 70°F–80°F.
05/17/07	Dudek: PCS, MLB, DWS, ELL, TBS Subs: KAB, CJS, KWD, REP, NDG, AKP, FEC	Pass 1	0900–1830	Clear, warm. 65°F–85°F.
05/21/07	Dudek: ELL, DAG, DWS, MLB Subs: JLC, BAP, BDS, JHN, NDG, AKP, RBH, JGD, FEC	Pass 1	0800–1800	Variable cloud cover. Windy, cool, 65°F.

Table D.1-16 (Continued)

Date	Personnel	Specific Task	Hours	Weather
05/22/07	Dudek: ELL, DAG, DWS, MLB, PCS, TBS Subs: JLC, BAP, BDS, KWD, JHN, RAR, NDG, AKP, RBH, JGD, FEC, MML	Pass 1	0830–1700	Windy, variable cloud cover. 65°F–75°F.
05/23/07	Dudek: ELL, DAG, DWS, MLB, PCS, ACS, TBS Subs: JLC, BAP, BDS, KWD, JHN, RAR, NDG, AKP, FEC, MML	Pass 1	0900–2030	Clear, 63°F–70°F. Light wind from northeast.
05/24/07	Dudek: ELL, DAG, DWS, MLB, ACS, MCP Subs: JLC, BAP, BDS, KWD, JHN, RAR, NDG, AKP, FEC, MML, BDH	Pass 1	0940–1915	Clear, sunny, warm. 60°F–80°F. Calm.
05/25/07	Dudek: ACS, MCP Subs: JLC, BAP, KWD, JHN, RAR, NDG, AKP, MML	Pass 1	0910–1725	Clear, warm, sunny.
05/26/07	Subs: NDG, AKP, MML	Pass 1	0945–1800	Clear, sunny, mild. Light breeze.
05/28/07	Subs: NDG, AKP	Pass 1	0800–1200	Clear, warm, sunny.
05/29/07	Dudek: KJM, JSH, MLB, PCS, ELL Subs: CJS, JLC, NDG, AKP, RBH, JGD, MML	Pass 1	1015–1930	Sunny and warm, 68°F–85°F. Winds 3–7 mph from the west.
05/30/07	Dudek: KJM, JSH, ELL, FMO, MLB, PCS, MNM Subs: CJS, JLC, NDG, AKP, MML, BDH, FEC, JPG	Pass 1	0745–1930	Sunny and warm, 70°F–85°F. Excellent visibility. North, northwest winds.
05/31/07	Dudek: KJM, JSH, ELL, FMO, MLB, MNM, ACS, MCP Subs: CJS, JLC, NDG, AKP, MML, BDH, FEC	Pass 1	0730–1630	Sunny and warm, 70°F–85°F.
06/01/07	Dudek: ACS, MCP Subs: NDG, AKP	Pass 1	0800–1800	Partly cloudy, warm, humid.
06/02/07	Subs: NDG, AKP	Pass 1	0800–1700	Clear, sunny, warm.
06/04/07	Dudek: JSH, FMO, DWS, ELL, MLB Subs: NDG, AKP, MML	Pass 2	0900–1830	Some clouds, breezy. 65°F–75°F, 5–10 mph.
06/05/07	Dudek: JSH, FMO, DWS, ELL, MLB Subs: NDG, AKP, RBH, JGD, MML	Pass 2	0730–1830	Mostly cloudy, breezy. 60°F–75°F, 5–15 mph. Poor visibility.
06/06/07	Dudek: JSH, FMO, DWS, ELL, ACS, MCP, TBS Subs: NDG, AKP, MML	Pass 2	0745–1845	Cold, windy, and cloudy. 50°F–60°F, 15–30 mph. Clearing and warming up late morning.
06/07/07	Dudek: DWS, ELL, ACS, MCP, TBS Subs: NDG, AKP, MML	Pass 2	0600–1400	Sunny and mild, 60°F–72°F.
06/08/07	Subs: RBH, JGD	Pass 2	0800–1800	Still, clear, mid-70s.

Table D.1-16 (Continued)

Date	Personnel	Specific Task	Hours	Weather
06/11/07	Dudek: ELL, DWS, KJM, JSH, ACT, CJF, TAC, PCS, MLB Subs: KMK, KWD, BAP, MJW, JLC, NDG, AKP, MML	Pass 2	0930–1930	Sunny and clear, slight breeze. 70°F–85°F, 5–10 mph.
06/12/07	Dudek: ELL, DWS, KJM, JSH, ACT, CJF, TAC, ACS, PCS, MLB Subs: KMK, KWD, BAP, JLC, MJW, CJS, NDG, AKP, MML	Pass 2	0745–1930	Sunny and clear, 70°F–85°F.
06/13/07	Dudek: ELL, DWS, KJM, ACT, TAC, ACS, JSH, MLB Subs: KMK, KWD, MJW, BAP, JLC, CJS, NDG, AKP, RHB, JGD, MML	Pass 2	0745–1900	Clear and warm, 75°F–85°F.
06/14/07	Dudek: ELL, DWS, KJM, TAC, JSH, MLB, ACT Subs: KMK, KWD, BAP, MJW, CJS, JLC, NDG, AKP, RBH, JGD, MML	Pass 2	0730–1900	Clear and warm, 75°F –85°F. Breezy in the afternoon, 5–10 mph.
06/15/07	Subs: KMK, KWD, BAP, CJS, JLC, MJW, NDG, AKP, MML	Pass 2	0800–1900	Sunny, warm, clear. Around 72°F.
06/16/07	Subs: NDG, AKP	Pass 2	0800–1600	Clear, sunny, warm.
06/18/07	Dudek: ELL, DAG, JRJ, DWS, MLB Subs: MJW, RAR, CJS, KAB, BDS, LAD, NDG, AKP, JGD	Pass 2	0830–1615	Clear, hot, mid-80s. Winds 5 mph.
06/19/07	Dudek: ELL, DAG, JRJ, DWS, MLB Subs: MJW, RAR, CJS, KAB, BDS, LAD, NDG, AKP, RBH, JGD, MML	Pass 2	0730–1845	Breezy and clear, 63°F–90°F.
06/20/07	Dudek: ELL, DAG, JRJ, DWS, MLB Subs: MJW, RAR, CJS, KAB, BDS, LAD, NDG, AKP, MML	Pass 2	0600–1800	Clear, hot. 70°F–90°F.
06/21/07	Dudek: ELL, DAG, JRJ, DWS, MLB Subs: MJW, RAR, CJS, KAB, BDS, LAD, NDG, AKP, MML	Pass 2	0730–1800	Sunny and warm. Very little wind.
06/22/07	Dudek: ELL Subs: CJS, LAD, NDG, AKP	Pass 2	0800–1700	Mostly sunny, mild. High clouds. 70°F–88°F.
06/22/07	Subs: MML, ALW	Pass 2	1800–2100	Mostly sunny, mild. High clouds. 70°F–88°F.
06/23/07	Subs: NDG, AKP, MML, ALW	Pass 2	0845–1915	Mostly sunny, clear, hot.
06/25/07	Dudek: TAC, ELL, JSH, MLB Subs: CJS, BAP, BDS, JHN, MJW, JLC, NDG, AKP, RBH, JGD, MML, ALW	Pass 2	0930–1800	Sunny and clear, mild. Breezy.
06/26/07	Dudek: MLB, JSH, ELL, TAC Subs: CJS, JHN, JLC, BDS, KWD, MJW, BAP, NDG, AKP, MML, ALW	Pass 2	0830–1900	Sunny and clear, warm.
06/27/07	Dudek: TAC, ELL, JSH, MLB, ACS Subs: CJS, JHN, JLC, BDS, KWD, MJW, BAP, NDG, AKP, MML, ALW	Pass 2	0815–1830	Sunny and clear, 70°F–80°F.

Table D.1-16 (Continued)

Date	Personnel	Specific Task	Hours	Weather
06/28/07	Dudek: MLB, ACS, MCP, ELL, TAC, JSH, FMO Subs: CJS, JHN, JLC, BDS, KWD, MJW, BAP, NDG, AKP, MML, ALW	Pass 2	0710–1730	Sunny and clear, 75°F–80°F. Breezy.
06/29/07	Dudek: JSH, FMO, MCP, ACS Subs: CJS, JHN, JLC, KWD, MJW, BAP, NDG, AKP, MML, ALW	Pass 2	0750–1330	Sunny and clear. 70°F–80°F.
06/30/07	Subs: NDG, AKP, ALW, MML	Pass 2	0830–1630	Sunny and clear, warm.
07/02/07	Dudek: FMO Subs: REP, MJW, KWD, BDS, JLC, CJS	Pass 2	0700–1400	Clear and hot. 78°F–94°F. Wind from the north, 5–10 mph.
07/03/07	Dudek: FMO Subs: REP, MJW, KWD, BDS, JLC, CJS	Pass 2	0700–1730	Clear and hot. 78°F–94°F. Wind from the north, 5–10 mph.
07/09/07	Dudek: JRJ, FMO	Pass 2	0700–1845	Clear and hot. 78°F–94°F. Wind from the north, 5–10 mph.
07/10/07	Dudek: JRJ, FMO, MLB, TAC	Pass 3	1030–1800	Hazy sun, 79°F, winds 3–0mph.
07/11/07	Dudek: JSH, JRJ, FMO, MLB, TAC	Pass 3	0730–1830	Sunny and clear, 80°F–95°F.
07/12/07	Dudek: JSH, JRJ, FMO, MLB, TAC	Pass 3	0730–1730	Mostly sunny, 85°F–95°F.
09/18/07	Dudek: JSH, FMO, MLB	Pass 3	0800–1800	Not recorded.
09/19/07	Dudek: JSH, FMO, MLB	Pass 3	0800–1800	Not recorded.
09/20/07	Dudek: JSH, FMO, MLB	Pass 3	0800–1800	Not recorded.
09/21/07	Dudek: JSH, FMO, MLB	Pass 3	0800–1200	Not recorded.

Personnel key:

Dudek: MSE: Megan Enright; MLB: Michelle Balk; MNM: Makela Mangrich; DWS: Daniel Simon; JSH: Joanna Hsu; PCS: Patricia Schuyler; CJF: Callie Ford; SMB: Scott Boczkiewicz; JRJ: Jon Jones; ELL: Eve Laeger; TBS: Teresa Salvato; ACS: Andy Sanders; MCP: Mitch Provance; DAG: Doug Gettinger; KJM: Kam Muri; FMO: F. Marcus Obregon; ACT: Andy Thomson; TAC: Traci Caddy.

Subconsultants: KAB: Katherine Bode; RAR: Ramona (Mona) Robison; MJW: Margaret Widdowson; KWD: Kevin Downing; BDS: Brad Schafer; CJS: Cristian Singer; NDG: Nathan Gale; AKP: Anuja Parikh; JPG: Paul Galvin; MML: Melissa Lippincott; DLK: Daryl Koutnik; JGD: Joe Decruyenaere; BDH: Barrett Holland; FEC: Florence Caplow; BAP: Brant Primrose; REP: Rob Preston; JLC: Jessica Cook; KMK: Korey Klutz; LAD: Lily Douglas; JHN: Joy Nishida; ALW: Adrian Wolf.

2.6 SAMPLING METHODS

Field survey methods conformed to CNPS botanical survey guidelines (CNPS 2001) and *Guidelines for Assessing the Effects of Proposed Projects on Rare, Threatened, and Endangered Plants and Natural Communities* (CDFG 2000). All plant species encountered during the field surveys were identified to subspecies or variety, if applicable, to determine sensitivity status. All plant species encountered in the field within the TMV Specific Plan Area are listed in Appendix A to Appendix I to Appendix E-1 of the Tejon Mountain Village EIR, attached as Appendix X to the Final EIS. Latin and common names follow *The Jepson Manual* (Hickman 1996). When not listed in Hickman (1996), common names were taken from Twisselmann (1967). A variety of sources (e.g., Boyd 1999) were used to name species that are not included in either Hickman (1996) or Twisselmann (1967).

Coverage Rates and Transects

On average, coverage rates varied from 50 to 75 ac. per botanist per day. Coverage rates varied depending on presence of special-status species, topography, and suitability of habitat being surveyed. Meandering transects were walked and transect paths were recorded on field maps.

If a rare plant species was encountered, biologists recorded the center of the polygon in which it was observed as a point using GPS coordinates. Generally, observations of small- to medium-size plants were considered distinct if they were more than 3 m apart. For larger species, such as aromatic canyon gooseberry, observations were considered distinct if they were greater than 10 m apart. Field staff used sub-meter accuracy Trimble GPS units to record both the spatial data (the location) and data about the metapopulation including a count of individuals (recorded as a whole number if the metapopulation was less than 100 individuals or a range if the metapopulation was more than 100 individuals), slope, aspect, survey area, data, percent cover of native and non-native vegetation and bare ground, and any comments about the population. Where Trimble units were not available, this information was recorded on hard copy mapping field forms and spatial data was captured using GPS coordinate data and/or mapped on the 200 ft scale field maps.

2.7 DIGITIZATION PROCESS AND QUALITY ASSURANCE CHECKS

Once the survey was complete, the GPS data and mapping field form data for approximately 580 observations of special-status plant species were combined to generate comprehensive survey maps of the site. The mapping field form data were digitized from field maps or handwritten coordinate data (taken from GPS units) were converted into spatial data. Dudek GIS staff completed post-processing for GPS data by correcting the raw files to further increase the positional accuracy of the data. The population data (i.e., count of individuals, slope, aspect) from the GPS units was converted from these corrected files into GIS shapefiles. These data

were then reviewed by lead botanists and modified if necessary to conform to field maps or data forms.

2.8 HYDROLOGIC FACTORS

Surveys were conducted on the entire study area in 2007, which was a below-average rainfall year for the state and for the hydrologic regions adjacent to the TMV Planning Area (DWR 2007). Temperatures were slightly higher than normal during the first 3 months of the surveys. Precipitation statewide was still 65% of the long-term average between October 2006 and July 2007, when the most substantial special-status plant surveys were conducted (DWR 2007).

The special-status plant surveys during 2007 were also comprehensive sitewide, were conducted at the peak phenology for all plant species expected to occur on site, and complemented surveys conducted in 2003 to 2005, when rainfall was normal to above normal. These factors indicate that the multiple-year survey effort was sufficient to identify the special-status plant species that occur within the TMV Planning Area.

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APPENDIX E

Perpetual Ranch-Wide Ban on Lead Ammunition

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TEJON RANCH CO.

NOTICE, ACKNOWLEDGEMENT, AND AGREEMENT
RELATING TO THE LEAD AMMUNITION BAN
AND THE PROTECTION OF THE CALIFORNIA CONDOR

IMPORTANT NOTICE

THE POSSESSION ON YOUR PERSON OR IN YOUR CONVEYANCE, OR THE USE OR ATTEMPTED USE, OF AMMUNITION CONTAINING LEAD ACCOMPANIED BY A FIREARM CAPABLE OF FIRING SUCH AMMUNITION, AND THE POSSESSION ON YOUR PERSON OR IN YOUR CONVEYANCE , OR THE USE OR ATTEMPTED USE, OF AMMUNITION CONTAINING LEAD EVEN IF NOT ACCOMPANIED BY A FIREARM CAPABLE OF FIRING SUCH AMMUNITION, IS STRICTLY PROHIBITED BY TEJON RANCH CO. ("TEJON RANCH") AND THE STATE OF CALIFORNIA ("STATE") WHILE ON THE RANCH.
VIOLATION OF THESE RULES WILL RESULT IN IMMEDIATE EJECTMENT FROM THE RANCH, WITH NO REFUND OF FEES, PERMANENT TERMINATION OF ALL FUTURE HUNTING PRIVILEGES, WITH NO REFUND OF PRE-PAID FEES, AND LIABILITY TO TEJON RANCH AND THE STATE AND FEDERAL GOVERNMENTS, FOR ALL AVAILABLE LEGAL AND EQUITABLE REMEDIES, CIVIL AND CRIMINAL, INCLUDING FULL DEFENSE AND INDEMNIFICATION OBLIGATIONS TO TEJON RANCH.
PERMITTEE SIGNS AND DELIVERS THIS NOTICE ALONG WITH, AND AS A CONDITION TO, THE ACCOMPANYING HUNTING PERMIT ("PERMIT"). THE PERMIT IS NOT VALID UNLESS PERMITTEE HAS SIGNED AND DELIVERED THIS NOTICE TO TEJON RANCH.

The undersigned ("Permittee") agrees that access to the Ranch is conditioned on Permittee's acknowledgements and agreements contained in this Notice, the violation of which will trigger the remedies noticed in the Permit and noticed below:

1. Effective January 1, 2008, Tejon Ranch banned the possession and use of lead ammunition accompanied by firearms capable of firing such ammunition, and the possession and use of lead ammunition even if not accompanied by a firearm capable of firing such ammunition, while on the Ranch. This ban was voluntarily initiated by Tejon Ranch in a good corporate effort to assist in the protection of the California condor, eagles and other wildlife, and otherwise to assist in the decrease of lead in the food and water chain and supply. The California condor is an endangered species under, and protected by, the Federal Endangered Species Act ("ESA"), Migratory Bird Treaty Act ("MBTA"), and related State laws.

2. Effective July 1, 2008, the State of California banned the possession and use of lead ammunition accompanied by firearms capable of firing such ammunition, while hunting deer, bear, wild pig, elk, pronghorn antelope, coyote, ground squirrels, and other nongame wildlife, within the current range of the California condor and as identified by specific CDFG

deer hunting zones. The designated deer hunting zones which encompass the current range of the condor within Californiainclude the entirety of the Ranch, although not all areas and habitats of the Ranch are utilized by this species.

3. In addition, Tejon Ranch is processing for approval a Habitat Conservation Plan ("HCP"), for the protection of the endangered California condor and 26 other special-status species listed on Attachment 1. The HCP identifies 37,100 acres within the Ranch as a condor study area ("CSA"). Within the CSA, hunting activities, including the ban on lead ammunition, must be, in particular, carefully and strictly monitored and controlled, to avoid any accidental injury to or death of a California condor, which is a "take" and violation of the ESA, as detailed in Paragraph 5.

4. Permittee acknowledges that he/she has read, understands, and agrees to be bound by the terms, covenants, conditions, rules, and regulations contained in the Permit and referenced in Paragraphs 3, 4, and 5 of the Permit.

5. In particular, Permittee acknowledges and agrees that the following duties under the ESA and the MBTA, and severe penalties under the ESA and the MBTA for violation of such duties, apply to Permittee while hunting on the Ranch, and specifically apply to any encounter with a California condor:

a. Under the MBTA, Permittee cannot shoot at any bird of prey, and under the ESA, Permittee cannot "take" any listed threatened or endangered species, including a California condor.

The "take" of a threatened or endangered species is defined under the ESA as "to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture or collect," or "to attempt to engage" in any such activity. Condors and other birds of prey such as golden eagles and red-tailed hawks can be common on Tejon Ranch. You are expected to know what California condors and other birds of prey look like, and not shoot at any of them.

b. In layman's terms, this means that, for example, if a hunter sees or encounters a California condor, or another threatened or endangered species, the hunter cannot do anything to harm the animal, and also cannot communicate with, verbally or with a call, approach, feed, shoo away, or otherwise cause the animal to fly away, or attempt to do same, even if done in a friendly manner. The California condor is a curious animal and is sometimes not fearful of humans, so it is important for the hunter to understand that even friendly contacts with the California condor, while appearing to be welcomed or tolerated by the animal, are strictly forbidden under the ESA as bothersome to the California condor.

c. There are severe penalties under the ESA for violation of the law, including significant civil and criminal monetary fines, and significant prison time. Hunting licenses and permits may also be suspended or permanently revoked. A criminal conviction does not require proof that the hunter intended to violate the law; only that he/she engaged in the activity that resulted in the violation. The most recent

and only violation for the shooting of a California condor on the Ranch was prosecuted under the MBTA and resulted in a $20,000 fine, loss of the weapon, and permanent loss of hunting privileges on the Ranch; and the hunter claims he did not know he was shooting a California condor.

d. In layman's terms, this means that, for example, if the friendly hunter mentioned above thought he was communicating with a turkey vulture, which looks similar to a California condor, but the animal was really a California condor, the hunter would have violated the ESA.

e. Permittee, if accompanied by a hunting guide, must strictly follow all instructions from his/her guide, who are trained to deal with contact with the California condor. Permittee, if not accompanied by a hunting guide, must use conservative common sense, and call for assistance or instructions from Tejon Ranch employees if needed. The following are knowledgeable Tejon Ranch employees and their contact numbers, and should be called in the following order of priority:

Tony Mattias	661-248-9650
Don Geivet	661-428-3450
Cody Plank	661-428-3452
Darrell Francis	661-428-3451
Steven Ryan	661-428-3454

6. Permittee acknowledges and agrees that, in addition to civil and criminal liability under the ESA, Permittee will also be subject to the following rights and liabilities by and to Tejon Ranch:

a. Permittee will be immediately ejected from the Ranch, with no refund of fees;

b. All of Permittee's future hunting privileges will be permanently terminated, with no refund of pre-paid fees; and

c. Permittee will be liable to Tejon Ranch and the State and Federal governments for all available legal and equitable remedies, civil and criminal, including full defense and indemnification obligations to Tejon Ranch as provided in the Permit.

Permittee: _____

Date: _____

In addition to the plants and animals listed below, the reader should also know that all native bird species are protected under the MBTA

ATTACHMENT 1

California condor (*Gymnogyps californianus*)
Least Bell's vireo (*Vireo bellii pusillus*)
Southwestern willow flycatcher (*Empidonax traillii extimus*)
Valley elderberry longhorn beetle (*Democerus californicus dimorphus*)
Western yellow-billed cuckoo (*Coccyzus americanus occidentalis*)
Tehachapi slender salamander (*Batrachoseps stebbinsi*)
Bald eagle (*Haliaeetus leucocephalus*)
American peregrine falcon (*Falco peregrines anatum*)
Little willow flycatcher (*Empidonax traillii brewsteri*)
Golden eagle (*Aquila chrysaetos*)
White-tailed kite (*Elanus leucorux*)
Ringtail (*Bassariscus astutus*)
Tricolored blackbird (*Agelaius tricolor*)
Yellow warbler (*Dendroica petechia brewsteri*)
Tehachapi pocket mouse (*Perognathus alticolus inexpectatus*)
Burrowing owl (*Athene cunicularia*)
Yellow-blotched salamander (*Ensatina eschscholtzi croceater*)
Western spadefoot (*Spea hammondii*)
Purple martin (*Progne subis*)
Coast horned lizard (*frontale and blainvilli populations*) (*Phrynosoma coronatum*)
Two-striped garter snake (*Thamnophis hammondii*)
Round-leaved filaree (*Erodium macrophyllum*)
Fort Tejon woolly sunflower (*Eriophyllum lanatum* var. *hallii*)
Kusche's sandwort (*Amenaria macradenia* var. *kuschei*)
Tehachapi buckwheat (*Eriogonum callistum*)
Striped adobe lily (*Fritillaria striata*)
Tejon poppy (*Eschscholzia lemmonii* ssp.*Kernensis*)

TEJON RANCH CO.

HUNTING RULES AND REGULATIONS

IMPORTANT NOTICE

THE POSSESSION ON YOUR PERSON OR IN YOUR CONVEYANCE , OR THE USE OR ATTEMPTED USE, OF AMMUNITION CONTAINING LEAD ACCOMPANIED BY A FIREARM CAPABLE OF FIRING SUCH AMMUNITION, AND THE POSSESSION ON YOUR PERSON OR IN YOUR CONVEYANCE, OR THE USE OR ATTEMPTED USE, OF AMMUNITION CONTAINING LEAD EVEN IF NOT ACCOMPANIED BY A FIREARM CAPABLE OF FIRING SUCH AMMUNITION, IS STRICTLY PROHIBITED BY TEJON RANCH CO. ("TEJON RANCH") AND THE STATE OF CALIFORNIA ("STATE") WHILE ON THE RANCH.

VIOLATION OF THESE RULES AND REGULATIONS WILL RESULT IN IMMEDIATE EJECTMENT FROM THE RANCH, WITH NO REFUND OF FEES, PERMANENT TERMINATION OF ALL FUTURE HUNTING PRIVILEGES, WITH NO REFUND OF PRE-PAID FEES, AND LIABILITY TO TEJON RANCH AND THE STATE AND FEDERAL GOVERNMENTS, FOR ALL AVAILABLE LEGAL AND EQUITABLE REMEDIES, CIVIL AND CRIMINAL, INCLUDING FULL DEFENSE AND INDEMNIFICATION OBLIGATIONS TO TEJON RANCH.

HUNTING PERMIT

1. Issuance: No person is allowed on the Ranch either as a hunter or as an observer/ride along ("Permittee") unless he/she has in his/her possession at all times a Hunting Permit ("Permit") on a form supplied by Tejon Ranch, signed by an authorized Tejon Ranch employee and each Permittee.

2. Valid Date: The Permit is valid only for the dates stated on the Permit.

3. Valid Area: The Permit is valid only for the area of the Ranch stated on the Permit.

4. Identification and Inspection: Permittee shall upon request:

   a. Allow any Tejon Ranch employee, security personnel, hunting guide, game warden, or officer to require personal identification and to inspect the Permit; and

   b. Allow any Tejon Ranch employee, security personnel, hunting guide, game warden, or peace officer to inspect his/her person and conveyance for the purpose of determining compliance with the Permit, these Rules and Regulations, and applicable State and Federal laws, rules, and regulations.

5. Assumption of Risk, Release, and Indemnification: By signing the Permit, Permittee understands that he/she has agreed to the assumption of risk, release, and indemnification provisions contained in the Permit.

NOTICE, ACKNOWLEDGEMENT, AND AGREEMENT RELATING TO THE LEAD AMMUNITION BAN AND THE PROTECTION OF THE CALIFORNIA CONDOR

Permittee is subject to the Notice, Acknowledgement, and Agreement Relating to the Lead Ammunition Ban and the Protection of the California Condor ("Notice"), signature of which is a condition of issuance of the Permit.

HUNTING LICENSE

Permittee must have a valid California hunting license in possession at all times while on the Ranch. Permittee's possession of a valid California hunting license does not relieve Permittee of the additional requirement of issuance of the Permit.

STATE AND FEDERAL LAWS, RULES, AND REGULATIONS

Permittee is subject to all State and Federal hunting laws, rules, and regulations, as issued from time to time. Permittee acknowledges that he/she is familiar with same, agrees to be bound by same, and understands that violation will subject Permittee to the remedies noticed above.

SHOOTING

1. No Shooting Near Inhabited Building or Camping Area: Shooting is prohibited within 1,000 feet of any inhabited building or camping area.

2. **No Shooting at Large Birds**: As detailed in the Notice, the Ranch is located within the current state range of the California condor, and the Federal Endangered Species Act ("ESA"), Migratory Bird Treaty Act ("MBTA"), and related State laws protecting this endangered species, and other birds of prey, are strict and carry severe penalties. For surety of compliance, and to protect Permittee from liability under such laws, **Permittee must not shoot or shoot at or in the direction of any large birds, even if Permittee is certain that the bird is not a California condor, since not only California condors, but also other birds of prey, are protected under the ESA, MBTA, and Tejon Ranch hunting rules and regulations.**

CONVEYANCES

1. Travel Routes: Conveyances shall travel only on existing roads, paved or bladed, and firebreaks. Cross-country or off-road travel shall constitute grounds for revocation of the Permits of the driver and all passengers in the conveyance. Conveyances shall not travel on roads posted with signs marked "Road Closed to Hunters."

2. Parking: Conveyances shall be parked only upon paved or bladed roads, turnouts, or other clear grass-free areas.

3. No Off-Road Conveyances: Use of two or three-wheeled scooters, motorcycles, trail bikes, and similar off-road conveyances is forbidden. Use of side-by-side four-wheeled conveyances with a steering wheel may be allowed only with a written permit issued by Tejon Ranch.

4. No Loaded Firearms in Conveyances: Traveling with loaded firearms in a conveyance while on the Ranch is forbidden. "Loaded firearms" means that there are rounds in the firearm chamber.

5. No Shooting From Conveyances: Shooting from conveyances, moving or parked, is forbidden.

6. Fire Fighting Equipment: Each conveyance must be equipped with a shovel. The shovel is required to dig the conveyance out of hazardous road conditions and to bury gut piles, if required as provided below. Each conveyance must also be equipped with a currently checked fire extinguisher. Other fire-fighting equipment is also recommended.

GATES AND FENCES

No damage or alteration shall be done to any gates, barricades, or fences. Gates and barricades shall be left open or closed in exactly the same condition as encountered by Permittee.

ANIMALS

No dogs or other animals shall be brought onto the Ranch without a written permit issued by Tejon Ranch. Any animals, including dogs, brought onto the Ranch without a written permit are subject to immediate destruction by Tejon employees, and no claim may be made against Tejon Ranch arising out of such destruction.

LIVESTOCK AND WILDLIFE

Nothing shall be done to injure, torment, tease, or stampede any livestock or wildlife. Guns shall not be discharged near livestock.

SPECIAL-STATUS SPECIES

Nothing shall be done to "take" any special-status species, including a California condor, in violation of the ESA or the MBTA. "Take" activities are defined in the Notice, and should be carefully reviewed.

GUT PILES

1. In General, No Removal of Gut Piles: Gut piles and carcasses are valuable food resources to bird scavengers (such as the California condor and the turkey vulture) and to some bird predators (such as the bald eagle and golden eagle), as long as the gut piles and carcasses are

lead-free. Therefore, in general, unless transported off the Ranch, gut piles and carcasses, including heads and hides, should be left in place, unless otherwise directed by Tejon Ranch, since it is assumed by Tejon Ranch that the compliance with and enforcement of the lead ammunition ban will ensure that no lead will be found in gut piles or carcasses. Gut piles and carcasses that are determined to be lead free may, as directed by Tejon Ranch, be transported to a designated area within Tejon Ranch, including, but not limited to, one of the California condor supplemental feeding stations.

2. Upon Instruction, Removal and Burial of Gut Piles: However, in the event that there continues to be a danger of lead poisoning from activities off the Ranch which leads to the presence of lead in gut piles or carcasses, and if instructed by Tejon Ranch, all gut piles and carcasses, including heads and hides, which are not transported off the Ranch and are determined to contain lead fragments, must be buried at a location instructed by Tejon Ranch, either in the field or at another designated location, in order to avoid the danger of lead poisoning of wildlife, and in particular the California condor. The gut piles and carcasses must be buried to a minimum depth of 10 inches. If the soil type in the field does not allow digging to that depth, the gut piles, carcasses, heads, and hides must be relocated to a suitable soil type for burying. If Permittee is with a hunting guide, Permittee, if physically capable, should assist the hunting guide as required to bury the gut piles, carcasses, heads, and hides.

3. Removal of Gut Piles Near Human Habitation: Gut piles within 1,000 feet of any inhabited building or camping area must be buried or moved, at a location determined by Tejon Ranch, to avoid human interaction with same.

PLANTS AND OTHER PROPERTY

No plants, trees, firewood, signs, rocks, boulders, shed antlers, abandoned buildings or equipment, historic artifacts, or other property of any nature may be removed from the Ranch.

WATER SOURCES

Nothing shall be done to damage, interfere with or in any manner pollute any spring, stream, seep, water tank, trough, pipeline, reservoir, or other water source. No person shall park, camp, or loiter at any watering place used by livestock grazing in the area.

CONDUCT

Any conduct which may be unreasonably offensive, injurious, or dangerous to Permittee or others, or detrimental to Tejon Ranch's hunting program or public image, shall result in immediate ejectment from the Ranch, with no refund of fees, and permanent termination of all future hunting privileges, with no refund of pre-paid fees.

DRUGS AND ALCOHOLIC BEVERAGES

Possession or use of drugs while on, or immediately prior to entering the Ranch, is forbidden. Possession or consumption of alcoholic beverages other than at the designated camp area is

forbidden. If Permittee gives the reasonable appearance of being under the influence of drugs or alcoholic beverages, Permittee shall result in immediate ejectment from the Ranch, with no refund of fees, and permanent termination of all future hunting privileges, with no refund of pre-paid fees.

LITTER, TRASH AND DEBRIS

No litter, trash, or debris shall be discarded on the Ranch. Rather, any litter, trash, and debris must be picked up and discarded off Ranch lands in containers and at areas designed for same.

CAMPING AND CAMPFIRES

Campfires and/or overnight camping may be permitted only with a written permit issued by Tejon Ranch specifying the authorized date, place, and governing conditions.

FIRE CONTROL

1. Permittee must exercise constant vigilance and care to avoid grass, brush, or forest fires.
2. Permittee must follow the following rules:

   a. Smoking: Always break the match after blowing it out. Snuff out cigarettes then tear off the paper and scatter the tobacco making sure all embers are out. Smoking while traveling in conveyances is forbidden.

   b. In the Event of Fire: Upon discovering or receiving word of a fire on the Ranch, or adjoining property, immediately act as follows:

      FIRST: Notify the Kern County Fire Department at **661.324.6551** or the Lebec Station at **661.248.6426**.
      SECOND: Notify Tejon Ranch Operation Headquarters at **661.858.2488** or **661.858.2061.**
      THIRD: Notify Tejon Ranch Security at **661.428.9650.**

      Give the following information:

      Origin of fire, if known
      Names of persons who have been notified
      Any other details

      Permittee: _____

      Date: _____

TEJON RANCH CO.

HUNTING PERMIT # _____

P.O. Box 1000
Lebec, CA 93243
DFG LIC#:
DOB:
D/L#:
Sponsor : Tejon Ranch Co.

HUNTING PERMIT

IMPORTANT NOTICE

THE POSSESSION ON YOUR PERSON OR IN YOUR CONVEYANCE, OR THE USE OR ATTEMPTED USE, OF AMMUNITION CONTAINING LEAD ACCOMPANIED BY A FIREARM CAPABLE OF FIRING SUCH AMMUNITION, AND THE POSSESSION ON YOUR PERSON OR IN YOUR CONVEYANCE, OR THE USE OR ATTEMPTED USE, OF AMMUNITION CONTAINING LEAD EVEN IF NOT ACCOMPANIED BY A FIREARM CAPABLE OF FIRING SUCH AMMUNITION, IS STRICTLY PROHIBITED BY TEJON RANCH CO. ("TEJON RANCH") AND THE STATE OF CALIFORNIA ("STATE") WHILE ON THE RANCH.

VIOLATION OF THESE RULES WILL RESULT IN IMMEDIATE EJECTMENT FROM THE RANCH, WITH NO REFUND OF FEES, PERMANENT TERMINATION OF ALL FUTURE HUNTING PRIVILEGES, WITH NO REFUND OF PRE-PAID FEES, AND LIABILITY TO TEJON RANCH AND THE STATE AND FEDERAL GOVERNMENTS, FOR ALL AVAILABLE LEGAL AND EQUITABLE REMEDIES, CIVIL AND CRIMINAL, INCLUDING FULL DEFENSE AND INDEMNIFICATION OBLIGATIONS TO TEJON RANCH.

THIS PERMIT IS NOT VALID UNLESS PERMITTEE HAS SIGNED AND DELIVERED TO TEJON RANCH THE ACCOMPANYING NOTICE, ACKNOWLEDGEMENT, AND AGREEMENT RELATING TO THE LEAD AMMUNITION BAN AND THE PROTECTION OF THE CALIFORNIA CONDOR ("NOTICE").

The undersigned ("Permittee") agrees that access to the Ranch is limited solely to the areas shown on the map on file at Tejon Ranch, and is strictly subject to the following terms, covenants, conditions, rules, and regulations, the violation of which will trigger the remedies noticed above:

1. The object of Tejon Ranch's permit system is to control trespassing on the Ranch and thereby reduce chances of fire, theft, disturbance of cattle, damage to fences and other equipment, vandalism, illegal hunting ("poaching"), and violations of the lead ammunition ban or violations of the Federal Endangered Species Act ("ESA"), Migratory Bird Treaty Act ("MBTA"), and related State laws, in particular those relating to the California condor. Permittee must at all times carry this Permit on his/her person while on the Ranch, and any Permittee not carrying this Permit on his/her person will be subject to the remedies noticed above.
2. Permittee agrees, on behalf of himself/herself and his/her heirs, devisees, representatives, successors, and assigns, (a) that he/she assumes all risks of the dangers of hunting and (b) to release, defend, and indemnify Tejon Ranch from and against all losses, damages, injuries, death, claims, suits, and expenses, including attorneys' fees, of any type or nature ("Claims") arising out of or relating to (i) the presence on or access to Tejon Ranch property by Permittee and any minors entering such property with or under the supervision of Permittee, (ii) Permittee's active or passive negligence, (iii) Claims based on any duty, which Permittee hereby waives, of Tejon Ranch to warn Permittee of, or guard Permittee against, any dangerous condition, structure, use, or activity on Tejon Ranch property, and (iv) Claims relating to violations of the ESA. "Tejon Ranch" includes Tejon Ranch Corp., all of its affiliated companies, and their respective employees, officers, directors, agents, insurers, successors, and assigns.
3. This Permit is also subject to the terms, covenants, and conditions of the Notice, which Permittee has signed along with, and as a condition to, this Permit. Permittee acknowledges that he/she has read and understands the Notice, agrees to be bound by same, and understands that violation will subject Permittee to the remedies noticed above.
4. This Permit is also subject to Tejon Ranch's hunting rules and regulations, which may be amended from time to time. Permittee has been provided with a copy of Tejon Ranch's hunting rules and regulations, acknowledges that he/she has read and understands same, agrees to be bound by same, and understands that violation will subject Permittee to the remedies noticed above.
5. This Permit is also subject to all State and Federal hunting laws, rules, and regulations, as issued from time to time. Permittee acknowledges that he/she is familiar with same, agrees to be bound by same, and understands that violation will subject Permittee to the remedies noticed above. .
6. The Notice requires that, as a condition to hunting on the Ranch, Permittee acknowledge that he/she agrees to be bound by all terms, covenants, conditions, rules, and regulations contained in this Permit and referenced in Paragraphs 3, 4, and 5 of this Permit.

Permittee: _____
Date: _____

Approved by: _____
Tejon Ranch Co., Vice President, Ranch Operations
Date: _____