

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Marina Coast Water District
11 Reservation Road
Marina, CA 93933
Attention: General Manager

(Space Above For Recorder's Use)

The undersigned grantor declares:

Documentary Transfer Tax exempt
Pursuant to Section 11932 of the
Revenue and Taxation Code

GRANT OF EASEMENTS

This Grant of Easements (this "Grant of Easements"), dated this 12 day of April, 2017, is made by and between Target Corporation, a Minnesota corporation ("Grantor"), and MARINA COAST WATER DISTRICT, a county water district and political subdivision of the State of California ("Grantee").

A. Pursuant to Section 334 of Public Law 104-201, Fort Ord Reuse Authority ("FORA") received the property that is the subject of this Grant of Easements (the "Property") from the United States of America by Quitclaim Deed (the "Government Deed"), reserving to the United States ("Government") certain exclusions, restrictions, stipulations and covenants, and burdening FORA with certain obligations, said deed dated July 9, 2004, duly recorded in the County of Monterey, Office of the County Recorder, on March 15, 2004 Recorder Series No. 2004023330 and re-recorded July 9, 2004, Recorder Series No. 2004072094;

B. FORA conveyed to the Redevelopment Agency of the City of Marina (the "Redevelopment Agency") by deed (the "FORA Deed") its interest in the Property, reserving to the Government and FORA certain exclusions, restrictions, stipulations and covenants, and burdening the Redevelopment Agency with certain obligations, said deed dated August 31, 2005, duly recorded in the County of Monterey, Office of the County Recorder, as Recorder Series 2005091639;

C. Redevelopment Agency conveyed to Marina Community Partners, LLC, a Delaware limited liability company ("MCP") by deed (the "Agency Deed") its interest in the Property, reserving to the Government, FORA and the Redevelopment Agency certain exclusions, restrictions, stipulations and covenants, and burdening MCP with certain obligations, said deed dated September 21, 2006, duly recorded in the County of Monterey, Office of the County Recorder, as Recorder Series 200683359;

D. MCP conveyed to Shea Marina Village LLC, a California limited liability company (“SMV”), by deed (the “MCP Deed”) SMV conveyed to Grantor, by deed (the “SMV Deed”) its interest in the Property, reserving to the Government, FORA, the Redevelopment Agency and MCP certain exclusions, restrictions, stipulations and covenants, and burdening SMV with certain obligations, said deed dated February 16, 2007, duly recorded in the County of Monterey, Office of the County Recorder, as Recorder Series 2007013589; and

E. SMV conveyed to Grantor its interest in Property, reserving to the Government, FORA, the Redevelopment Agency, MCP and SMV certain exclusions, restrictions, stipulations and covenants, and burdening Grantor with certain obligations, said deed dated February 21, 2007, duly recorded in the County of Monterey, Office of the County Recorder, as Recorder Series 2007014245; and

F. Grantee desires to receive easements over a portion of the Property and Grantor has agreed to grant to Grantee such easements as hereinafter set forth.

NOW THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants and conveys to Grantee, its successors and assigns, a perpetual non-exclusive easement and right-of-way for sewer, water, and reclaimed water pipelines and appurtenant facilities (the “Facilities”) for transmission purposes, including, specifically, but not by way of limitation, the right to install, construct, reconstruct, remove and replace, renew, inspect, maintain, repair, improve, relocate and otherwise use the Facilities in, over, under, upon, along, through and across the Easement Area (as defined below).

Said easement shall lie in, over, under, upon, along, through and across that certain real property situated in the County of Monterey, State of California, described in Exhibit “A” and depicted in Exhibit “B” (the “Easement Area”) both of which are attached hereto and by this reference incorporated herein, together with the right to enter upon and to pass and re-pass over and along the Easement Area for the operation, maintenance, repair, and/or replacement of the Facilities located within the Easement Area by Grantee or its successors and assigns, its officers agents and employees and by persons under contract with Grantee or its successors and assigns.

Except as expressly granted herein, Grantor retains all rights with respect to the Easement Area, including but not limited to the right to: (i) the undisturbed use and occupancy of the Easement Area for its own purposes; (ii) grant additional easements on and/or across the Easement Area; (iii) dedicate the Easement Area to any applicable government entities; (iv) convey the Easement Area to any other party; (v) cause irrigation systems to be installed in the Easement Area; or (vi) any other use of the Easement Area reasonably consistent with and that does not unreasonably impair any grant herein contained. Notwithstanding the foregoing, no additional streets, alleys, roadways, fences, block walls, or other structures or improvements shall be constructed upon, over, under, through, across and along the Easement Area without first obtaining the prior written consent of Grantee. Grantee hereby agrees that it will not unreasonably withhold, condition or delay such consent.

No earth, dirt, fill or any other material shall be deposited, placed or maintained on or over the surface of the ground over, nor shall any earth be removed from the cover of, said Facilities without first obtaining the prior written consent of Grantee. Grantee does agree that it will not unreasonably withhold such consent and further agrees that such consent shall be deemed given if Grantee fails to respond within forty-five (45) days of Grantee's receipt of Grantor's written request. It is understood and agreed that Grantee, in its exercise of the rights conferred herein, shall use commercially reasonable efforts to avoid damage to any trees, shrubbery, fences, walls or other plantings or structures located within the Easement Area and, in so doing, shall bear no responsibility nor assume any cost for the maintenance, repair or replacement of any trees, shrubbery, fences, walls or other plantings or structures situated within the Easement Area that may be injured, damaged or destroyed by Grantee's reasonable use of the Easement Area; provided, however, that notwithstanding the foregoing, Grantee expressly agrees that Grantee, at its sole cost and expense, shall be responsible for and shall promptly complete the maintenance, repair and/or replacement of any additional roadways, streets, backfill and asphaltic concrete damaged by Grantee in connection with its use of the Easement Area. Furthermore, Grantee will use commercially reasonable efforts in its activities to not damage non-asphaltic improvements including but not limited to curbs, gutters, sidewalk, paving, lighting equipment and concrete or masonry improvements within the Easement Area. Commercially reasonable efforts shall include but not be limited to the use of trench plates, trench shields and other best practices, in order to minimize the cost to Grantor to repair any such damage. In addition, Grantee shall be fully responsible for any and all damage to any of Grantor's property outside of the Easement Area arising as a result of the conduct of Grantee or its employees or agents, and shall also be obligated to repair and/or replace any and all underground facilities for any and all utilities, including but not limited to potable and non-potable water, storm drainage, sewer, electric, gas and CATV, within Grantor's property that are damaged as a result of the activities of Grantee or its employees or agents.

In consideration of Grantee's acceptance and recordation of this Grant of Easements, Grantor covenants and agrees for itself and its successors and assigns that should Grantor or its successors and assigns wish any future relocation of the Facilities, if Grantee in its reasonable discretion consents in writing thereto, such relocation shall be at the sole expense of Grantor or its successors and assigns and Grantee shall have no responsibility for such costs.

In consideration of Grantor's granting of this Grant of Easements and the recordation thereof, Grantee acknowledges, covenants and agrees for itself and its successors and assigns that Grantee will provide Grantor with no less than thirty (30) days prior written notice of work or repairs to be undertaken by Grantee within the Easement Area and that, except in the event of an emergency, no work or repairs will be performed during the months of October, November, December or January; provided, however, that if such work is of an emergency nature (as reasonably determined by Grantee), Grantee will provide Grantor with as much written and/or oral notice as is reasonably possible under the circumstances. The aforementioned notice shall not be required for routine maintenance and meter reading.

In further consideration of Grantor's granting of this Grant of Easements and the recordation thereof, Grantee covenants and agrees for itself and its successors and assigns, as follows: (i) Grantee agrees to indemnify, defend and hold harmless the Easement Area and Grantor, its affiliates, members, shareholders, partners, officers, directors and employees, and any successors and assigns thereof, from any costs, expenses, damages, claims or demands incurred or asserted against Grantor to the extent arising out of the activities or omissions of Grantee in the use of the Easement Area (except as to structures and improvements installed by Grantor within the Easement Area in violation of the terms of this Grant of Easements); and (ii) prior to Grantee's entry onto the Easement Area, Grantee shall provide Grantor a certificate evidencing general liability insurance coverage with coverage amounts as required by the State of California that names Grantor as an additional Insured.

Grantor represents and warrants to Grantee that: (i) Grantor is the owner in fee title of the herein described property, or has the right to make this conveyance and execute and deliver this Grant of Easements; and (ii) except for the express representations and warranties of Grantor set forth in this Grant of Easements, Grantor is not making and expressly disclaims any representations and warranties regarding the Easement Area. Grantee represents and warrants to Grantor that, prior to executing this Grant of Easements, Grantee has inspected the Easement Area and the condition of title to the Easement Area to its satisfaction and agrees to accept this Grant of Easements and the Easement Area in its "AS-IS, WHERE-IS" condition.

This Easement Deed and the provisions contained herein shall be binding upon Grantor, Grantee, and their respective successors and assigns.

Any delivery of this Grant of Easements, notice, modification of this Grant of Easements, collateral or additional agreement, demand, disclosure, request, consent, approval, waiver, declaration or other communication that either party desires or is required to give to the other party or any other person shall be in writing. Any such communication may be delivered personally or by nationally recognized overnight delivery service (e.g., FedEx), or sent by prepaid, first class mail, return receipt requested to the party's address as set forth below:

Grantor: Target Corporation
Attn: Real Estate Portfolio Management/T2306
1000 Nicollet Mall, TPN12
Minneapolis, MN 55403

Grantee: Marina Coast Water District
11 Reservation Road
Marina, CA 93933
Attn: District Engineer or General Manager

Any such communication shall be deemed effective upon personal delivery, one (1) day after transmitting the notice by a nationally recognized overnight delivery service, or three (3) days after mailing in accordance with this section. Any party may change its address by notice to the other party.

In its transfer of the Easement Area to FORA the Government provided certain information regarding the environmental condition of the Easement Area. That same information was provided by FORA in its conveyance to the Redevelopment Agency, to MCP by the Redevelopment Agency, to SMV by MCP and to Grantor by SMV. Pursuant to the Government Deed, Grantor is required to provide to any grantee of an interest in the Easement Area, the environmental protection provisions contained in the Government Deed. Grantor has no knowledge regarding the accuracy or adequacy of such information.

The italicized information in the section entitled "Government Provisions" below is materially identical to that information contained in the Government Deed, the FORA Deed, the Agency Deed and the MCP Deed. Grantee hereby acknowledges and assumes all responsibilities with regard to the Easement Area placed upon Grantor under the terms of the aforesaid deeds and Grantor assigns, on a non-exclusive basis, all benefits with regard to the Easement Area under the terms of the aforesaid deeds. For the avoidance of doubt, all references to the "Property" in the section entitled "Government Provisions" below shall be deemed to refer to the Easement Area and all references to "Grantor" and "Grantee" in the section entitled "Government Provisions" below shall be deemed to refer to Grantor and Grantee hereunder, respectively.

GOVERNMENT PROVISIONS

I. OMITTED

II. EXCLUSIONS AND RESERVATIONS.

This conveyance is made subject to the following EXCLUSIONS and RESERVATIONS:

A. The Property is taken by the Grantee subject to any and all valid and existing recorded outstanding liens, licenses, leases, easements and any other encumbrances made for the purpose of roads, streets, utility systems, rights of way, pipelines, and/or covenants, exceptions, interests, liens, reservations, and agreements of record, any unrecorded leases, easements and any other encumbrances made for the purpose of roads, streets, utility systems, rights of way, pipelines, and/or covenants, exceptions, interests, reservations and agreements of record between Government and other government entities.

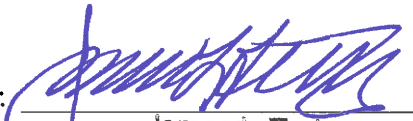
B. The Government reserved a perpetual unassignable right to enter the Property for the specific purpose of treating or removing any unexploded shells, mines, bombs, or other such devices deposited or caused by the Government.

C. The reserved rights and easements set forth in this section are subject to the following terms and conditions:

IN WITNESS WHEREOF, this Grant of Easement has been executed this
12 day of April, 2017.

GRANTOR:

TARGET CORPORATION
a Minnesota corporation


By: 
Name: James L. Tucker
Title: Sr. Director Real Estate
Target Corporation

CERTIFICATE OF ACCEPTANCE
GOVERNMENT CODE SECTION 27281

This is to certify acceptance of the interests conveyed by the foregoing Grant of Easements from Target Corporation, a Minnesota corporation, to Marina Coast Water District, a county water district and political subdivision of the State of California ("MCWD") and consent by MCWD to its terms and to recordation of this Grant of Easements by its duly authorized member, pursuant to the authorization and consent MCWD granted on January 12, 2010.

Dated this 12 day of April, 2017, at Marina, California.

MARINA COAST WATER DISTRICT,
a county water district and political subdivision
of the State of California

By: 
Name: Keith Van Der Maaten
Title: General Manager