

**RECORDING REQUESTED BY, AND  
WHEN RECORDED, RETURN TO:**

Lloyd W. Lowrey, Jr.  
NOLAND, HAMERLY, ETIENNE & HOSS  
A Professional Corporation  
333 Salinas Street  
Post Office Box 2510  
Salinas, CA 93902-2510

*[Exempt from Recording Fees GC§27383]*

**GRANT DEED**

Documentary Transfer Tax: None. No consideration paid. R&T Code §11911.

- Unincorporated area of: \_\_\_\_\_; or  City of: Marina.  
Assessor's Parcel Number: 032-151-010-000.
- Computed on full value of interest or property conveyed, or
- Computed on full value less value of liens or encumbrances remaining at the time of sale

I declare under penalty of perjury that the foregoing is true and correct: \_\_\_\_\_  
By: \_\_\_\_\_

FOR NO CONSIDERATION, MARINA COAST WATER DISTRICT, a county water district and political subdivision of the State of California which acquired title as Marina County Water District, State of California ("Grantor") hereby GRANTS to JULIE WILDMAN, an unmarried woman, as to an undivided one-fourth (1/4<sup>th</sup>) interest as tenant in common; Robert C. Billingsley and Elisabeth M. Billingsley, as co-trustees for the BILLINGSLEY TRUST dated May 16, 1994, as to an undivided one-fourth (1/4<sup>th</sup>) interest as tenant in common; TIEP VAN NGUYEN, and unmarried man and MY VAN NGUYEN, a single man, as joint tenants, as to an undivided one-fourth (1/4<sup>th</sup>) interest as tenant in common; and GLORIA R. ARGUEZA, an unmarried woman, as to an undivided one-fourth (1/4<sup>th</sup>) interest as tenant in common (individually, a "Grantee" and collectively, the "Grantees") the real property described as follows:

All that certain real property situated in the City of Marina, County of Monterey, California shown and described as "Sunset Place" on that certain record of survey filed for record on December 30, 2009 in Volume 30 of Surveys, page 124 in the Office of the Recorder, County of Monterey, California ("Property").

EXCEPTING AND RESERVING THEREFROM, all appropriative, riparian, prescriptive and other water rights appurtenant to the Property ("Water Rights") and all water distribution and wastewater facilities and equipment currently located on the Property.

ALSO EXCEPTING AND RESERVING THEREFROM, a non-exclusive easement in gross for public utility purposes, which shall include, but not be limited to, the right from time to time to construct, reconstruct, install, inspect, maintain, repair, replace, remove, operate and use public utility facilities and equipment as Grantor in its sole discretion deems necessary or convenient in connection with Grantor's operations and for any other legally permitted purposes, over, under and across the Property ("MCWD Easement").

**MAIL TAX STATEMENTS TO:**

GRANTEES' USE OF THE PROPERTY shall be subject to the following, covenants, conditions and restrictions which shall run with the land and shall be binding on Grantees and Grantees' successors in interest to the Property and shall benefit Grantor and its successors and assigns:

1. Grantees shall not erect or construct any building, fence or other structure, or otherwise conduct activities on or about the Property which may impair, hinder or prevent Grantor's unrestricted use of or access to the MCWD Easement, its facilities or equipment. Grantees shall not engage in activities that damage or are reasonably likely to damage Grantor's facilities or equipment in the MCWD Easement. Without limiting the foregoing, Grantees shall not perform or permit any digging, drilling, tunneling, piling or other forms of construction activity on or about the MCWD Easement which may disturb Grantor's facilities or the compaction around Grantor's facilities, or endanger the lateral support to such facilities within the MCWD Easement. Further, Grantees shall not plant any significant trees, significant shrubs or other significant vegetation within the MCWD Easement.
2. Except to the extent of Grantor's willful misconduct, Grantor shall not be liable to Grantees for the destruction or damage to any structure, tree, shrub, other vegetation, pavement, drainage system, irrigation systems, or other improvements which may be located on the MCWD Easement resulting from Grantor's use, operation or maintenance of the MCWD Easement. In addition, Grantor shall have the right to remove any tree or other significant vegetation within the MCWD Easement if Grantor, in its sole discretion, determines that the tree or vegetation could damage Grantor's facilities in the future or will interfere with Grantor's ability to use, operate or maintain its facilities in the future.
3. By acceptance of this Deed, Grantees jointly and severally covenant and agree to indemnify and defend Grantor against and forever hold Grantor, its successors and assigns, free and harmless from any and all loss, cost, expense or liability (including, but not limited to attorneys' fees and court costs) related to the use of the MCWD Easement, by Grantees, their guests, invitees or licensees, except to the extent such loss, cost, expense or liability results from Grantor's own negligence or intentional misconduct.
4. If Grantees fails to comply with Grantees' obligations hereunder, Grantor may take such actions to cause compliance therewith and Grantees shall immediately reimburse Grantor for the costs of incurred by Grantor in causing Grantees' compliance. Any amount owing shall accrue interest from the date the costs are incurred until paid at the rate of ten percent (10%) per annum.
5. This Deed may be amended in whole or in part only by a further written agreement executed by the Grantor and Grantees. In the event that either party institutes a legal action to interpret or enforce or interpret this Deed, the prevailing party in such action shall be entitled to an award of costs and fees, including, but not limited to, reasonable attorneys' fees, expert fees and court costs.
6. No consent or waiver by any of the parties to any breach or default by another party under this Deed shall be deemed or construed to be a consent or waiver to any other breach or default under this Deed, whether with respect to the same obligation or any other obligation. Furthermore, failure on the part of any of the parties to act or to complain or declare another party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.
7. Each Grantee's undivided interest in the Property shall be appurtenant to such Grantee's real property as described in Exhibit B, attached hereto ("Grantee's Real Property") and such undivided interest in the Property may not be held separate from the Grantee's Real Property. Any future conveyance of the Grantee's Real Property shall include the conveyance of the Grantee's

undivided interest in the Property. Subject to the exceptions and reservations of Grantor contained herein, each Grantee shall also hold a non-exclusive easement over, under and across the Property for road and utility purposes appurtenant to such Grantee's Real Property.

8. Grantor's interest in the Water Rights, MCWD Easement and/or its facilities and equipment may be assigned in whole or in part by Grantor to another public agency or utility, person or entity.

IN WITNESS WHEREOF, this Grant Deed has been executed, delivered and accepted in accordance with its terms as of \_\_\_\_\_, 2010.

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

\_\_\_\_\_  
By: Kenneth K. Nishi  
Its: President

\_\_\_\_\_  
By: Jim Heitzman  
Its: General Manager and Secretary

\_\_\_\_\_  
JULIE WILDMAN

BILLINGSLEY TRUST dated May 16, 1994

\_\_\_\_\_  
By: Robert C. Billingsley, co-trustee

\_\_\_\_\_  
By: Elisabeth M. Billingsley, co-trustee

\_\_\_\_\_  
TIEP VAN NGUYEN

\_\_\_\_\_  
MY VAN NGUYEN

\_\_\_\_\_  
GLORIA R. ARGUEZA

STATE OF CALIFORNIA            }  
  }  
COUNTY OF MONTEREY         }

On \_\_\_\_\_, 2010 before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature (Seal)

STATE OF CALIFORNIA            }  
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WITNESS my hand and official seal.

\_\_\_\_\_  
Signature (Seal)

**EXHIBIT B**  
**Grantee's Real Property**

**Wildman**

All that certain real property situated in the City of Marina, California described as Parcels I and II in that certain Grant Deed filed for record on July 23, 2007 as Document No. 2007057597 in the Office of the Recorder, County of Monterey, California.

APN 032-151-006

**Billingsley**

All that certain real property situated in the City of Marina, California described Parcel I in that certain Grant Deed filed for record on August 16, 1994 in Reel 3139, page 1046, in the Office of the Recorder, County of Monterey, California.

APN 032-151-007

**Nguyen**

All that certain real property situated in the City of Marina, California described as Parcel I in that certain Grant Deed filed for record on August 5, 2002 as Document No. 2002072350 in the Office of the Recorder, County of Monterey, California.

APN 032-151-008

**Argueza**

All that certain real property situated in the City of Marina, California described as Parcel I in that certain Grant Deed filed for record on June 29, 2009 as Document No. 2009040618 in the Office of the Recorder, County of Monterey, California.

APN 032-151-009