

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Attention:

(Space Above For Recorder's Use)

The undersigned grantor declares:
Documentary Transfer Tax exempt
Pursuant to Section 11932 of the Revenue and Taxation Code –
Transfer to a Public Entity

GRANT OF EASEMENTS

This Grant of Easements, dated this 9th day of June, 2014, is made by Hamstra-Appleton, L.L.C., a California Limited Liability Company, (“Grantor”) hereby grants and conveys to MARINA COAST WATER DISTRICT, a county water district and political subdivision of the State of California (“Grantee”), and its successors and assigns, a perpetual non-exclusive easement and right-of-way for sewer, water, and reclaimed water pipelines and appurtenant 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 water, reclaimed water or sewer pipeline or pipelines together with incidental appurtenances, connections, and structures in, over, under, upon, along, through and across the real property hereinafter described.

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” (collectively referred to herein as 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 construction, operation and maintenance of the facilities to be constructed in 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.

It is understood and agreed that the easements and rights-of-way acquired herein are acquired subject to the rights of the Grantor, and its successors and assigns, to use the surface of the Easement Area to the extent that such use is compatible with the full and free exercise of said easement and rights-of-way by the Grantee; provided, however, that no streets, alleys, roadways, concrete work of any nature, fences, block walls, storm water facilities, or other structures or other improvements of any nature shall be constructed upon, over, and along the Easement Area without first obtaining the prior written consent of Grantee. Grantee does hereby agree that it will not unreasonably withhold such consent.

No earth, dirt, fill or any other material shall be deposited, placed or maintained on, over or under the surface of the ground of the Easement Area, nor shall any earth be removed from the cover of said pipeline or pipelines and incidental facilities located within the Easement Area without first obtaining the prior written consent of Grantee. Grantee does agree that it will not unreasonably withhold such consent. It is understood and agreed that Grantee shall bear no responsibility nor assume any cost for the maintenance, repair or replacement of any trees, shrubbery, fences, walls, concrete work of any nature, storm water facilities, or other plantings, structures or improvements of any nature situated within the Easement Area that may be injured, damaged or destroyed by Grantee's use of the Easement Area. Furthermore, to the extent Grantee is required to demolish or remove any of Grantor's improvements set forth above, Grantor shall be responsible for any and all costs associated with the demolition or removal, in addition to any costs and required actions to repair or replace said improvements, without limitation.

In consideration of Grantee's acceptance and recordation of this Grant of Easement, Grantor covenants and agrees for itself and its successors and assigns that any future relocation of the water, reclaimed water or sewer pipeline or pipelines and incidental facilities described herein, if Grantee in its sole discretion consents in writing to such relocation, shall be at the sole expense of Grantor or its successors and assigns and that Grantee shall have no responsibility for such costs.

Furthermore, it is expressly acknowledged and agreed between the parties that this Grant of Easements shall supersede and replace in its entirety that certain Grant of Easements granted to Grantee by Grantor's successor-in-interest, duly recorded in the County of Monterey, Office of the County Recorder, on November 1, 2012, as Document No. 2012067003, to the extent the former Grant of Easements is not quitclaimed in its entirety to the Grantor.

The Grantor and persons or concerns executing this Grant of Easement represent and warrant to Grantee that Grantor is the owner in fee title of the herein described property, or has the right to make this conveyance, and that it has advised the Grantee in writing of any and all outstanding easements, encumbrances, or deeds of trust.

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

IN WITNESS WHEREOF, this Grant of Easement has been executed this 9th day of June, 20 14.

Hamstra-Appleton, L.L.C

Grantor

By:

Name: Mitchell H. Van Kley

Title: Manager

CERTIFICATE OF ACCEPTANCE
GOVERNMENT CODE SECTION 27281

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

Dated this ____ day of _____, 20__, at Marina, California.

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

By: _____

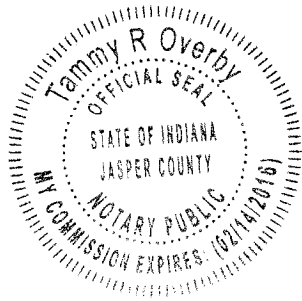
Name: _____

Title: General Manager

STATE OF INDIANA)
) ss.
COUNTY OF JASPER)

On June 9, 2014, before me, Tammy R. Overby, a Notary Public in and for said State, personally appeared Mitchell H. Van Kley, Manager of Hamstra-Appleton, L.L.C., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Tammy R. Overby
Notary Public in and for said State
Tammy R. Overby
Commission Expiration: 2-14-16

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2006, before me, _____, a
Notary Public in and for said State, personally appeared _____,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person whose name is subscribed to the within instrument and acknowledged to me that
he executed the same in his authorized capacity, and that by his signature on the
instrument, the person, or the entity upon behalf of which the person acted, executed the
instrument.

WITNESS my hand and official seal.

Notary Public in and for said State