

GRANT OF EASEMENT

THIS GRANT OF EASEMENT is made as of the 14<sup>th</sup> day of December, 2007, by TARGET CORPORATION, a Minnesota corporation ("Grantor"), whose address is Target Corporation, Property Development, Attn: Real Estate - Existing Stores, 1000 Nicollet Mall, Minneapolis, Minnesota 55403. Grantor is the owner of certain real property described in Exhibit A attached hereto and made a part hereof ("Grantor's Property").

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In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor does hereby grant and convey unto ST. JOHN LAND, LLC, an Indiana limited liability company, and its successors and assigns as owners of Grantee's Property, as that term is hereinafter defined ("Grantee"), subject to the terms and conditions set forth below, a perpetual non-exclusive easement ("Easement") for the specific purpose of permitting Grantee the right to install, operate, maintain, repair, remove and replace gas, water, telephone and electric utility lines and related improvements (collectively called the "Facilities") under the surface of a portion of Grantor's Property, being 34.56 feet in width at the north end of the Easement Area, and 20.00 feet in width at the south end of the Easement Area, which portion of Grantor's Property is identified as the "Easement #4 Offsite Utility Easement" on the site plan attached hereto and made a part hereof as Exhibit C ("Easement Area"), together with the right of reasonable and necessary ingress and egress to and from the Easement Area in connection with the exercise of the rights granted herein. Grantee is the owner of certain real property described on Exhibit B attached hereto and made a part hereof ("Grantee's Property").

By acceptance of the Easement created hereby, Grantee covenants and agrees with Grantor as follows:

1. Reservation of Rights; Relocation. Grantor hereby reserves and retains all other property rights in and to the Easement Area, including without limitation, the rights to (a) use the Easement Area for any purpose whatsoever, so long as such use does not unreasonably interfere with Grantee's rights hereunder (it being expressly understood that the use of the surface of the Easement Area for vehicular traffic, pedestrian traffic, landscaping, parking and/or signage shall be deemed not to unreasonably interfere with Grantee's rights hereunder) and (b) locate electric, gas and water lines and other utilities in the Easement Area, so long as such improvements do not unreasonably interfere with Grantee's permitted use of the Easement Area. Grantor further reserves and retains the right from time to time, in Grantor's sole discretion, to cause Grantee to relocate the Facilities at Grantor's expense, it being understood that if such relocation of the Facilities is to a place outside of the Easement Area, Grantee shall execute and deliver to Grantor, promptly upon request, an amendment to this instrument setting forth the revised Easement Area, and provided that such relocation is approved and permitted by all governmental agencies and/or public utility companies with jurisdiction over such utility lines.

2. Installation of Facilities. The Facilities placed in the Easement Area shall be buried to a depth not less than 30 inches below the existing surface, and Grantee shall cause the backfill to be compacted in layers to avoid settling, voids and/or air pockets. Grantee assumes

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PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

the risk that vehicles using the surface of the Easement Area may damage the Facilities if the same are not adequately protected.

3. Conduct of Work and Notification. Any installation, maintenance, replacement, repair and/or removal of the Facilities performed by Grantee, its agents and employees shall be performed (i) at Grantee's sole cost and expense, (ii) during months other than November, December or January (except in the event of an emergency as defined hereafter) and after thirty (30) days' prior written notice to the Grantor and receipt of Grantor's approval of such work (except that in an emergency involving an imminent threat of bodily injury, property damage, or a substantial interruption or failure of utility service to Grantee's improvements, the work may be initiated at any time after reasonable notice to Grantor which is practicable under the circumstances), (iii) after normal business hours (except in the event of an emergency) and (iv) with adequate provision for the safety and convenience of all persons using the surface of such areas. In addition, Grantee, its agents and employees shall (a) promptly pay all costs and expenses associated with said work and (b) diligently complete such work as quickly as possible. If Grantee has provided to Grantor written notice of work as contemplated by this Section 3 and Grantor does not approve or disapprove of such Grantee's work by written notice given within said thirty (30) day period, then the performance of such work shall be deemed to be approved by Grantor if Grantee's notice included specific reference to this sentence and if Grantee's request for approval was accompanied by reasonably detailed information describing the work to be performed.

4. Use; Maintenance. Any use of the Easement shall be performed with care and in such manner as to cause the least interference with the surface of the Easement Area and with the use and enjoyment thereof by Grantor and others lawfully present thereon. Grantee shall maintain the Facilities in a good and safe condition, and Grantee shall install, maintain, operate, repair, replace and remove the Facilities in compliance with all applicable governmental rules, regulations and requirements. Grantee agrees to obtain at its sole cost and expense, before using the Easement Area for the purpose permitted hereunder, such permits, licenses or other authority as may be required from Federal, State, County, City or other governmental agencies or units exercising jurisdiction over the installation and operation of the Facilities, and Grantee further agrees to comply with and strictly observe any and all laws, ordinances, rules, regulations, codes and orders of any such governmental agency or unit.

5. Restoration by Grantee; Removal of Facilities. If the surface of Grantor's Property or any portion thereof, or any landscaping, curbing, pavement or other improvements thereon, shall be disturbed by installation, operation, maintenance, replacement or removal activities or other activities performed by or on behalf of Grantee, said surface and improvements shall be promptly restored by Grantee to their condition just prior to such disturbance. Immediately following the performance of work by or on behalf of Grantee, Grantee shall remove from the Easement Area and surrounding land all equipment, materials and debris resulting from or used in connection with such work.

6. Grantor's Right to Maintain and Restore. In the event that Grantee shall fail to comply with its maintenance and/or restoration obligations, as set forth herein, for a period of

thirty (30) days after receipt of notice from Grantor (except in the case of emergency, in which case no notice shall be required for Grantor to act), Grantor may, but shall not be obligated to, carry out Grantee's maintenance and/or restoration obligations, and Grantee shall reimburse Grantor for the costs expended by Grantor in connection therewith, plus a ten percent (10%) administration fee, within ten (10) business days after receipt of an invoice from Grantor therefor. If Grantee fails to pay to Grantor such amounts within sixty (60) days after receipt of the invoice, plus interest on the amounts owed at the highest rate permitted by law, or 12%, whichever interest rate is lower, the easement rights herein granted shall terminate as of said date, and the same shall be of no further force and effect.

7. Normal and Reasonable Use by Grantor. Grantor, its successors and assigns and persons occupying or lawfully present on the Easement Area shall not be liable for damage, if any, which may be caused by normal and reasonable use of, or vehicular or pedestrian traffic over, the Easement Area, including the uses retained by Grantor in Section 1 above.

8. Prohibition Against Liens. Grantee shall not permit any mechanics', materialmen's or other liens to be filed against Grantor's Property or any part thereof for work or materials furnished Grantee in connection with the Easement, and Grantee agrees to indemnify, defend and hold Grantor harmless from and against the same.

9. Indemnification. To the extent permitted by applicable law, Grantee shall indemnify, defend and hold harmless Grantor from and against any and all claims, demands, losses, damages, costs and expenses (including but not limited to court costs, penalties and reasonable attorneys' fees), judgments, liabilities and causes of action of any nature whatsoever resulting from or relating to the use or occupancy of the Easement Area by Grantee or arising in any manner out of the acts or omissions of Grantee or its agents or employees or any other persons acting under Grantee's direction or control in connection with the Easement or with the use or occupancy of the Easement Area. The indemnity obligations set forth in Sections 8 and 9 of this Grant of Easement shall survive any termination of the Easement.

10. Insurance; Release. Grantee agrees to maintain at all times adequate commercial general liability insurance with respect to the Easement Area and the use and occupancy thereof (in an amount not less than \$1,000,000.00 per occurrence), specifically including coverage against claims for bodily injury, death and property damage occurring on or about the Easement Area and contractual coverage with respect to the indemnity obligations set forth in this instrument. Grantee shall furnish Grantor with evidence of such coverage before commencing any use or occupancy of the Easement Area, and upon request from time to time thereafter.

11. Abandonment of Easement. In the event Grantee shall abandon or no longer use the Facilities or the Easement Area for a period of at least one year for reasons other than the development, redevelopment, restoration, or other improvement of Grantee's Property (whether undertaken voluntarily by Grantee or as the result of a casualty), then, notwithstanding any provision herein to the contrary, the Easement shall automatically terminate and Grantee shall, promptly upon request, execute a recordable instrument to evidence the termination and release of the Easement. Upon the termination of the Easement, Grantee shall promptly remove the Facilities

and restore the Easement Area to a condition as good as or better than that which existed immediately prior to the installation of the Facilities (including the replacement of any landscaping, curbing or paving that has been removed or damaged) provided that such removal of the Facilities is approved and authorized by all governmental agencies and/or public utility companies with jurisdiction over such utility lines.

12. No Representations or Warranties; Subject to Encumbrances. Grantee agrees that it is accepting the Easement without any warranty or representation regarding the Easement or the Easement Area, and subject to all valid and existing licenses, leases, grants, exceptions, encumbrances, title defects, matters of record, reservations and conditions affecting Grantor's Property and/or affecting access thereto.

13. Condemnation. Grantee shall not claim or declare any fee interest in and to the Easement Area, and in the event of eminent domain proceedings or settlement pursuant thereto, Grantee shall make no claim against the award or compensation accruing out of or resulting from such event, save and except any payment made to Grantee for damage to the Facilities or with respect to removing or relocating the same.

14. Taxes. Grantee agrees to assume and pay all taxes, assessments and other charges, if any, which may be levied, assessed or asserted against the Facilities within the Easement Area.

15. Attorneys' Fees. If either party brings an action at law or in equity to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees and court costs for all stages of litigation, including, but not limited to, appellate proceedings, in addition to any other remedy granted.

16. Successors and Assigns. The terms "Grantor" and "Grantee", wherever used in this instrument, are intended in each instance to include the successors and assigns of Grantor as the owner of the Easement Area, and Grantee as the owner of Grantee's Property; provided however, that any liability or obligation of Grantor as to future events occurring after transfer of ownership of the Easement Area shall terminate upon the transfer of ownership of the Easement Area.

17. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State or Commonwealth in which the Grantor's Property is located. This Agreement shall not be construed strictly for or against either Grantor or Grantee. The captions are inserted in this Agreement only for convenience of reference and do not define, limit or describe the scope or intent of any provisions of the Agreement. This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one instrument. All notices to Grantor shall be delivered in writing at the address noted in the recitals or such other address as provided by Grantor.

[Rest of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the date first above written.

TARGET CORPORATION,  
a Minnesota corporation

By: *Joan Ahrens*

Its: *Joan Ahrens*  
*Director Real Estate*  
*Target Corporation*

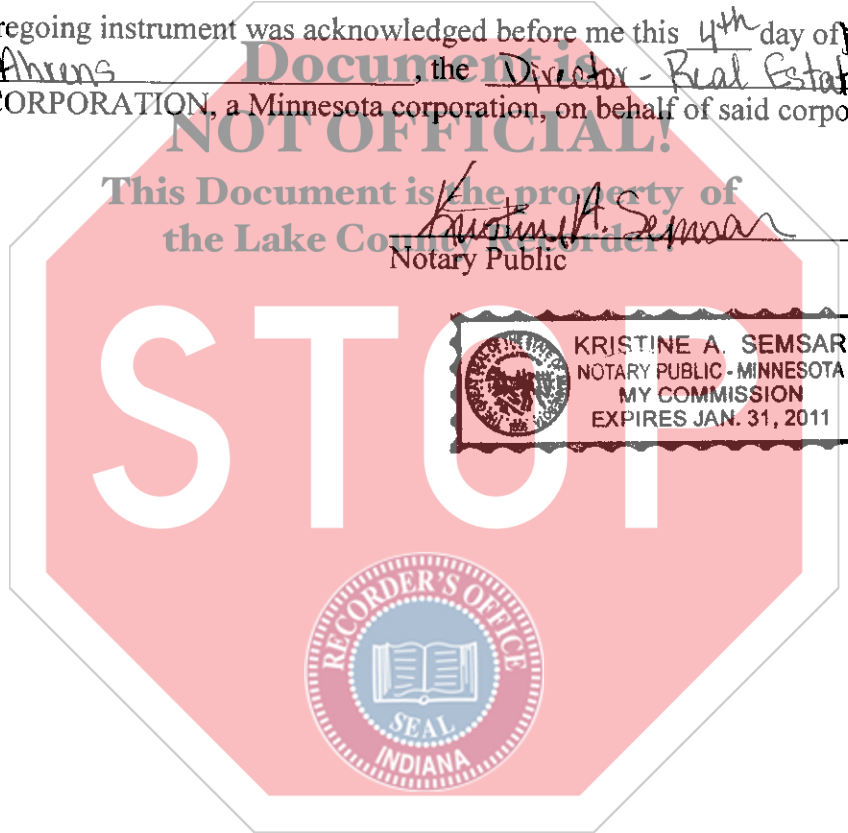
STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF HENNEPIN    )

The foregoing instrument was acknowledged before me this *4<sup>th</sup>* day of *December* 2007,  
by *Joan Ahrens*, the *Director - Real Estate*  
of TARGET CORPORATION, a Minnesota corporation, on behalf of said corporation.

**Document is NOT OFFICIAL!**  
This Document is the property of  
the Lake County Recorder

*Kristine A. Semsar*  
Notary Public

 KRISTINE A. SEMSAR  
NOTARY PUBLIC - MINNESOTA  
MY COMMISSION  
EXPIRES JAN. 31, 2011



By its execution of this instrument, Grantee certifies to Grantor that it is authorized to and hereby accepts and agrees to the same, and that its covenants and agreements hereunder constitute legal and binding obligations of Grantee and are enforceable against Grantee in accordance with their terms. All notices to Grantee shall be delivered in writing at the address noted below or such other address as is provided by Grantee.

ST. JOHN LAND, LLC

By: [Signature]  
Its: Authorized Agent

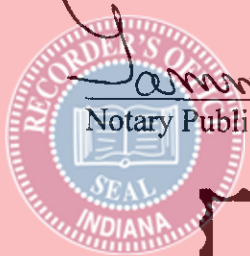
c/o Paul Hemmer Companies  
250 Grandview Drive, Suite 400  
Fort Mitchell, KY 41017

STATE OF KENTUCKY )  
                                  ) ss.  
COUNTY OF KENTON )

**Document is NOT OFFICIAL!**  
**This Document is the property of the Lake County Recorder!**

The foregoing instrument was acknowledged before me this 3<sup>RD</sup> day of December 2007, by Jon J. Hemmer, the Authorized Agent of St. John Land, LLC, an Indiana limited liability company, on behalf of said limited liability company.

[Signature]  
Notary Public



TAMMY M. STATUM  
NOTARY PUBLIC  
STATE AT LARGE  
KENTUCKY  
MY COMMISSION EXPIRES NOV. 15, 2009

CONSENT TO EASEMENT

St. John Marketplace, LLC, an Indiana limited liability company ("St. John"), hereby consents to the foregoing Grant of Easement and waives the prohibition set forth in Section 2.5 of that certain Operation and Easement Agreement dated as of January 11, 2005 between Target and St. John, recorded as Instrument No. 2005-002827 in the Office of the Recorder of Lake County, Indiana, with respect to the foregoing Grant of Easement.

ST. JOHN MARKETPLACE, LLC

By: Brad M Teibel

Print Name: Brad M. Teibel

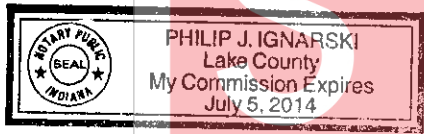
Title: Managing Member

STATE OF IN )

COUNTY OF Lake )

Document is NOT OFFICIAL!

The foregoing instrument was acknowledged before me this 14th day of December 2007, by BRAD M. TEIBEL, the MANAGING MEMBER of St. John Marketplace, LLC, an Indiana limited liability company, on behalf of said limited liability company.



Philip J. Ignarski  
Notary Public



This Instrument was Prepared By:  
Target Corporation Property Development  
Attn: Real Estate -- Existing Stores  
1000 Nicollet Mall  
Minneapolis, Minnesota 55403

EXHIBIT A

Legal Description of Grantor's Property

Lot 1, St. John Marketplace, an Addition to the Town of St. John, as per plat thereof, recorded in Plat Book 096, Page 66, in the office of the Recorder of Lake County, Indiana, with a common address of 9825 Wicker Avenue, Town of St. John.

Tax Parcel No.: 009-22-12-0272-0001





EXHIBIT B

Legal Description of Grantee's Property

Lot 4 in St. John Square, an Addition to the Town of St. John, as per plat thereof,  
recorded in Plat Book 99, Page 42 in the office of the Recorder of Lake County, Indiana,.

Tax Parcel No.: 009-22-12-0295-0004



EXHIBIT C

Site Plan with Designation of Easement Area

(attached)



# PLAT OF EASEMENT DESCRIPTION

**EASEMENT #4**  
**OFFSITE UTILITY EASEMENT**  
 Description: Being a utilities easement lying within Lot 1 in St. John Marketplace, an Addition to the Town of St. John, as per plat thereof, recorded in Plat Book 96, Page 66 in the Office of the Recorder of Lake County, Indiana, more particularly described as follows: Commencing at the Southeast corner of said Lot 1, thence North 89° 31' 53" West along the South line of said Lot 1, a distance of 110.82 feet to the point of beginning; thence continuing North 89° 31' 53" West along said South line, a distance of 20.00 feet; thence North 16° 05' 27" West, a distance of 52.16 feet; thence South 89° 31' 53" East, a distance of 34.56 feet; thence South 09° 07' 06" West, a distance of 50.00 feet to the point of beginning, all in the Town of St. John, Lake County, Indiana.

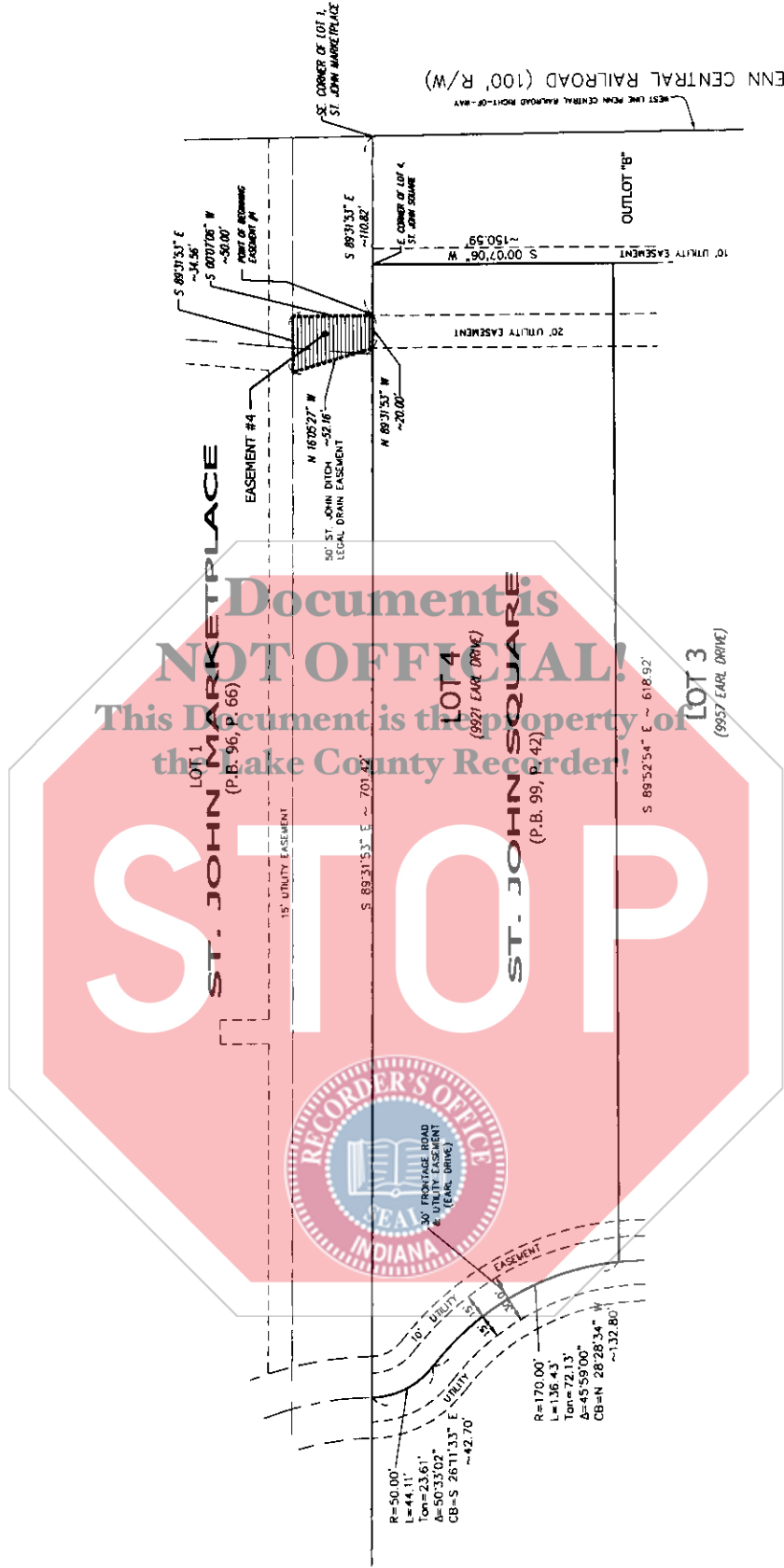
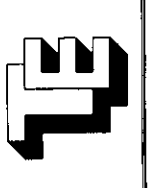
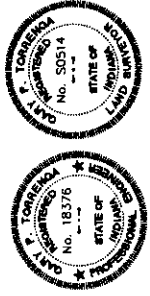
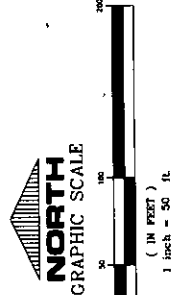


EXHIBIT C



**TORRENGA ENGINEERING, INC.**  
 CONSULTING ENGINEERS & LAND SURVEYORS  
 907 RIDGE ROAD, MUNSTER, INDIANA 46321  
 website: www.torrenga.com  
 Tel. No.: (219) 836-8918

**PLAT OF EASEMENT DESCRIPTION**  
**OFFSITE EASEMENT**  
**ST. JOHN, LAKE COUNTY, INDIANA**

CLIENT: Paul Hemmer Companies Chicago and National Development Group 3575 Barlene Court Aurora, IL 60504	JOB NO: 5131-2006	SCALE: 1" = 50'
DATE: 01-25-2007	REVISIONS: 07-06-2007	
SHEET 1 OF 1		