

**SITE ACCESS AGREEMENT
PERMISSION TO ENTER TARGET CORPORATION PROPERTY
AT 1601 KINGSDALE AVE IN
THE CITY OF REDONDO BEACH**

1. PARTIES

This Site Access Agreement (“Agreement”) is made by and between Target Corporation, a Minnesota corporation (“Target”), and City of Redondo Beach (“City”), (collectively “the Parties”) regarding Target’s property located at 1601 Kingsdale Ave Redondo Beach, CA 90278 (“Target Site”). The City requests permission to enter the Target Site solely for installation and maintenance of protective construction fencing during construction of the new Redondo Beach Transit Center, subject to and in accordance with the provisions of this Agreement.

2. PURPOSE

City will be performing construction to erect a transit center at 1521 Kingsdale Ave, Redondo Beach, CA 90278 (“City Site”) a property directly south of and adjacent to the Target Site. Because of the proximity of the Target Site to the City Site, the City has requested that Target grant the City a license to permit Authorized Parties as described below to enter the Target Site in order to place and maintain a protective temporary construction fence along the south property line of the Target Site in the location shown on Exhibit A attached hereto, subject to and in accordance with the provisions of this Agreement.

3. NON-EXCLUSIVE RIGHT OF ACCESS

Target hereby grants a license (the “License”) to the City, for use by the City, its agents and representatives, including, but not limited to, City’s employees, authorized consultants and/or contractors or other designees authorized by the City (collectively, “Authorized Parties”) to enter upon the Target Site solely for the activity described in Section 2 above. The City shall provide Target with a detailed final schedule for the initial fencing installation at least thirty (30) days prior to any desired commencement of activity on the Target Site. The City shall also provide Target with a confirmation notice of its commencement at least seven (7) days prior to the initial entry onto the Target Site along with contact information for a representative of the City for purposes of Section 4c. below. The term of the License shall commence on the date of initial entry onto the Target Site and expire on the earlier of (a) eighteen (18) months after such date and (b) completion of construction on the City Site. If the term of the License does not commence within one (1) year after the date of execution of this Agreement, then this Agreement shall terminate and be of no further force and effect.

4. CITY’S AUTHORIZED ACTIVITIES

- a. The City shall place and maintain a protective temporary construction fence at least six (6) feet in height in the location shown on Exhibit A, which is approximately five (5) feet from the property line, intended to screen activity on the City Site from the Target Site and protect

Target property from any debris resulting from construction activities occurring on City Site. The fencing shall be freestanding with no ground penetration on the Target Site.

b. City will coordinate with Target regarding the placement for the fence when it is erected and when it is removed.

c. The City shall keep all areas of the Target Site free of vehicles relating to the construction on the City Site and vehicles of transit station users. The City shall provide Target with contact information for an on-site representative that will immediately respond to any issues relating to parking or other prohibited use of the Target Site relating to construction on the City Site and/or transit station users.

d. Target will be notified at least one (1) week in advance of commencement of major activities on the City Site: soil export at the southernmost property line of the Target Site, and retaining wall removal at southernmost property line, and fence and wall construction at property line.

e. No portion of the Target Site may be used for staging or storage of equipment or materials, physical construction activities, or for any other activities relating to construction on the City Site.

f. The City contractor's and vendors will be required to provide COI's (Certificate of Insurance) naming Target, its employees and agents as additional insureds.

g. No fencing installation/removal work may occur between October 15 through January 15.

5. Authorized Parties will take photos of Target Site's asphalt prior to commencement of construction; and, upon completion of the construction. Authorized Parties will restore the property as near as practicable to its condition immediately prior to the commencement of such activities. It is anticipated that the curb on Target property adjacent to the retaining wall being removed may be damaged. The City's Contractor will repair any such damage.

6. The City shall install and maintain permanent signage indicating that the Target Site is not to be used for additional/overflow transit center parking. The locations, size and design shall be subject to the approval of Target.

7. Authorized Parties shall enter upon the Target Site at their own risk, and Target shall not be held responsible or liable for injury, damage, or loss incurred by any Authorized Party arising out of or in connection with activities under this Agreement, except to the extent that any injury is caused due to the gross negligence or willful misconduct of Target, or any employee or agent of Target.

8. Each Authorized Party severally hereby indemnifies, defends and holds Target and any employee or agent of Target harmless from any and all claims or causes of action arising out of or related to the acts or omissions of said Authorized Party in connection with the performance

of activities under this Agreement, except to the extent that any injury is caused due to the gross negligence or willful misconduct of Target or any employee or agent of Target.

9. In exercising its access privileges, Authorized Parties shall use its best efforts to prevent any damage to the Target Site, any interruption of utility service, any interruption of access to the Target Site and any other interference with operations on the Target Site. Any damage to the Target Site caused by or related to the use of the License or performance of the Retaining Wall Work (including, but not limited to, damage to landscaping, plants or grass) shall be immediately repaired by the City at its sole cost and expense. Full access to Target's truck dock shall not be disrupted or limited at any time.

10. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law.

11. Target and the City each represents and warrants to the other that it has the full capacity, right, power and authority to execute, deliver and perform under this Agreement and that all required actions, consents and approvals therefor have been duly taken and obtained. The City agrees that it is accepting the License without any warranty or representation regarding the License or the Target Site whatsoever, in their "AS-IS", "WHERE-IS", "WITH ALL FAULTS" condition, and subject to all valid and existing easements, leases, grants, exceptions, encumbrances, title defects, matters of record, reservations and conditions affecting the Target Site and/or affecting access thereto.

12. This Agreement shall not be construed strictly for or against any party. The captions set forth herein are for convenience only and are not a part of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one instrument.

13. All of the covenants, agreements and indemnities of the Parties made herein shall survive the expiration or earlier termination of the License.

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SIGNATURE PAGE
TO
SITE ACCESS AGREEMENT

TARGET CORPORATION,
a Minnesota corporation

By: _____

Name: _____

Its: _____

Date

Target Notice Parties:

Brandon Briggs
Property Management Business Partner
brandon.briggs@target.com
(626) 372-9747

Tom Dawson
Senior Real Estate Portfolio Manager
tom.dawson@target.com
(612) 761-8207

Target Store Team Members:
SD-Mazen Jahchan 818-292-5983
PML-Luis Musillier 310-218-7034
ETL Anthony Lewis 310-497-7554
ETL Tony Sanchez 323-450-6631

For the benefit of City of Redondo Beach:

William C. Brand,
Mayor

Date

ATTEST:

Eleanor Manzano.
City Clerk

APPROVED:

Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT A

Temporary Construction Fence Location

