

RESOLUTION NO. 4564

A RESOLUTION ACCEPTING THE FOLLOWING EASEMENT:

Grantor

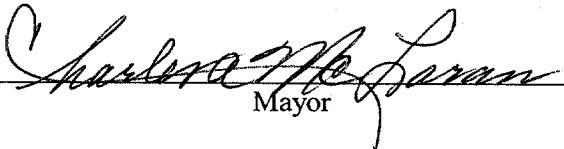
Target Corporation

Purpose

A permanent 20-foot-wide permanent public utility easement described in attached EXHIBIT A and as shown in attached EXHIBIT B.


NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that it does hereby accept this easement.

DATED THIS 9TH DAY OF JANUARY, 2002.



Mayor

ATTEST:



City Recorder

GRANT OF EASEMENT

THIS GRANT OF EASEMENT is made as of the 28th day of November, 2001, by TARGET CORPORATION, a Minnesota corporation ("Grantor"), whose address is Target Corporation Property Development, ATTN: Property Administration, 1000 Nicollet Mall, Minneapolis, Minnesota 55403. Grantor is the owner of certain real property located in the City of Albany, Linn County, Oregon, ("Grantor's Property"). In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor does hereby quitclaim unto the City of Albany, a Municipal Corporation ("Grantee"), subject to the terms and conditions set forth below, a perpetual non-exclusive easement ("Easement") upon, over and under the portion of Grantor's Property that is legally described on Exhibit A and shown on Exhibit B attached hereto and made a part hereof ("Easement Area") for the specific purpose of permitting Grantee the right to install, operate, maintain, repair, remove and replace a sanitary sewer system (collectively called the "Facilities") under the surface of the 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.

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

1. Grantor hereby reserves and retains all other property rights in and to the Easement Area, specifically including but not limited to: (a) the right to use the Easement Area for any purpose whatsoever, so long as such use does not substantially and 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 substantially interfere with Grantee's rights hereunder); and (b) the right to locate electric, gas and water lines and other utilities in the Easement Area, so long as such improvements do not substantially and 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.

2. Any installation, operation, maintenance, repair or replacement performed by Grantee shall be at Grantee's sole cost and expense and 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. All 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 the risk that vehicles using the surface of the Easement Area may damage the Facilities if the same are not adequately protected.

3. Grantee shall maintain the Facilities in good 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.

4. 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 in connection with the use of the Easement, 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.

5. There shall be no liability on Grantor, its successors and assigns and persons occupying or lawfully present on the Easement Area for damage, if any, which may be caused by normal and reasonable use of, or vehicular or pedestrian traffic over, the Easement Area. Such normal and reasonable use may include the landscaping or parking of vehicles on the Easement Area and installation, operation and maintenance of standard parking lot improvements including paving, bumper curbs, light standards and striping and landscaping.

6. Grantee shall not permit any mechanics', materialmen's or other liens to stand 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.

7. In the event Grantee shall abandon or no longer use the Facilities or the Easement Area for a period of at least one year, 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).

8. Grantee takes the Easement without warranty of title 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 or ingress and egress thereto.

9. 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

CITY OF ALBANY:

STATE OF OREGON)
County of Linn) ss.
City of Albany)

I, Steve Bryant as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 21564 do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms thereof this 10 day of January, 2002.

Steve Bryant

City Manager

ATTEST:

Ken Thompson

City Recorder

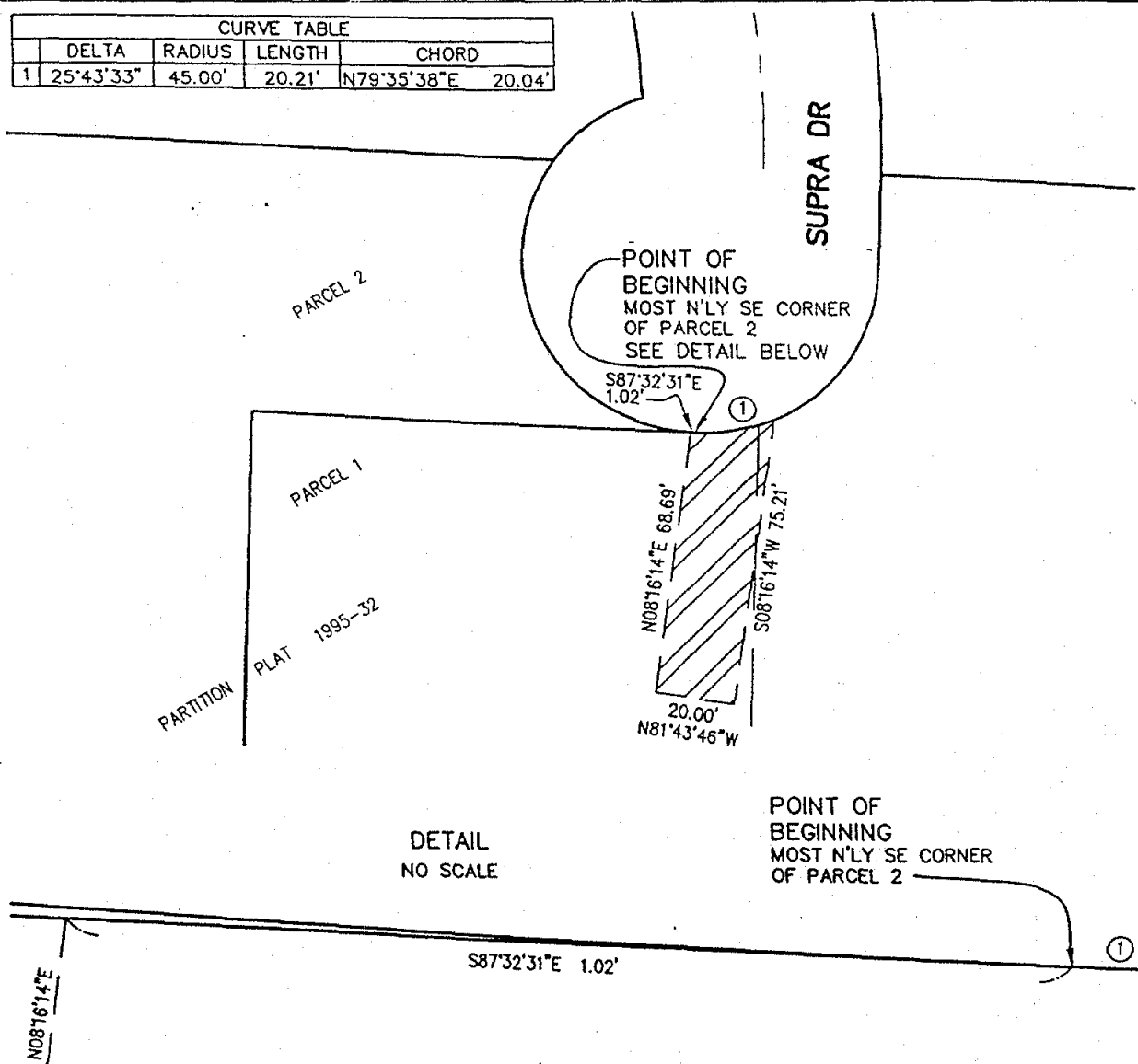
EXHIBIT B



LOCATED IN THE SE 1/4
SECTION 25 IN T 11 S, R 4 W,
WILLAMETTE MERIDIAN
CITY OF ALBANY
LINN COUNTY
OREGON


TARGET DISTRIBUTION CENTER
20-FOOT WIDE PUBLIC UTILITY EASEMENT

CURVE TABLE				
	DELTA	RADIUS	LENGTH	CHORD
1	25°43'33"	45.00'	20.21'	N79°35'38"E 20.04'



DETAIL
NO SCALE

LEGEND:

 PROPOSED SANITARY
SEWER EASEMENT
1,422 SQUARE FEET
0.033 ACRES



SCALE 1" = 40'

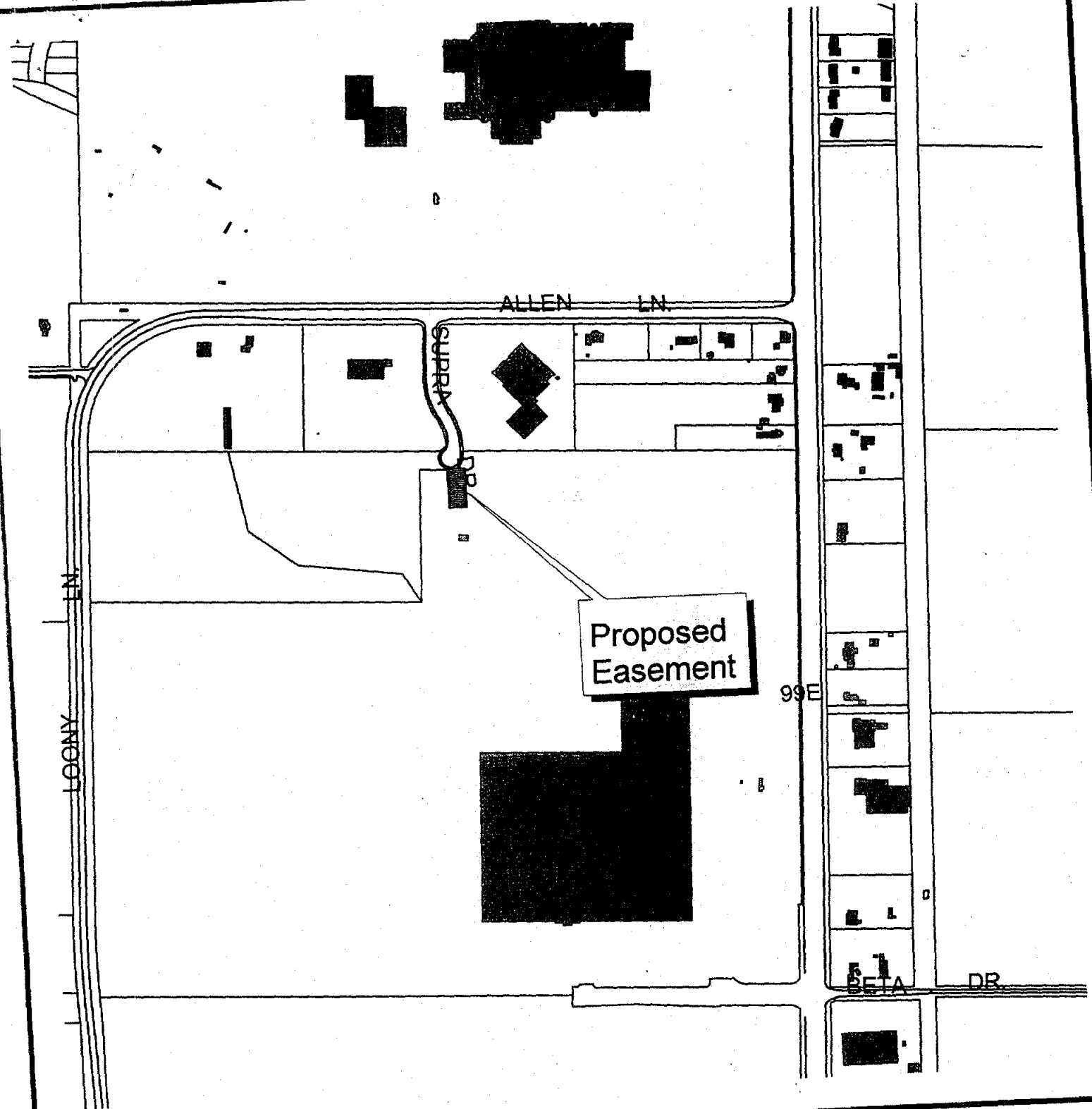
JOB NO. NDC001 SHEET 2 OF 2

W R G
D E S I G N I N C .

10450 SW NIMBUS AVE., PORTLAND, OREGON 97223

(503) 603-9933 FAX: (503) 603-9944

PLANNERS ■ ENGINEERS ■ LANDSCAPE ARCHITECTS ■ SURVEYORS



VICINITY MAP

100 0 100 Feet



TARGET DISTRIBUTION CENTER

20' WIDE PUBLIC UTILITY EASEMENT

MIKE BRASH

Engineering

angies J:VAV_PROJSITE_MAP.APR

Jul 23, 2001

The City of Albany's Infrastructure records, drawings, and other documents have been gathered over many decades, using differing standards for quality control, documentation, and verification. All the information provided represents current information in a readily available format. While the information provided is generally believed to be accurate, especially the information shown to be accurate, and that its accuracy is not warranted. Prior to making any property purchases or other investments based in full or in part upon the information provided, it is absolutely advised that you independently verify the information contained within our records.



EXHIBIT A

TARGET DISTRIBUTION CENTER
ALBANY, OREGON
SANITARY SEWER EASEMENT
JOB NO. NDC001
JULY 9, 2001
SHEET 1 OF 2

LEGAL DESCRIPTION:

A 20.00 FOOT WIDE STRIP OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 11 SOUTH, RANGE 4 WEST, WILLAMETTE MERIDIAN AND LOCATED IN THE CITY OF ALBANY, LINN COUNTY, OREGON; WITH SAID STRIP OF LAND DESCRIBED SPECIFICALLY AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF SUPRA DRIVE, SAID POINT BEING THE MOST NORTHERLY SOUTHEAST CORNER OF PARCEL 2 OF PARTITION PLAT NO. 1995-32, LINN COUNTY PLAT RECORDS;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE ALONG THE ARC OF A 45.00 FOOT RADIUS CURVE CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 25°43'33" (THE LONG CHORD OF WHICH BEARS NORTH 79°35'38" EAST, 20.04 FEET) AN ARC DISTANCE OF 20.21 FEET TO A POINT OF NON-TANGENCY;

THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 08°16'14" WEST, 75.21 FEET;

THENCE NORTH 81°43'46" WEST, 20.00 FEET;

THENCE NORTH 08°16'14" EAST, 68.69 FEET TO THE SOUTHERLY LINE OF SAID PARCEL 2;

THENCE ALONG SAID SOUTHERLY LINE SOUTH 87°32'31" EAST, 1.02 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,422 SQUARE FEET (0.033 ACRES).

**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

Troy T. Tetsuka
OREGON
JUNE 30, 1997
TROY T. TETSUKA
2841

RENEWAL: 4/30/02

STATE OF OREGON
County of Linn

I hereby certify that the attached was received and duly recorded by me in Linn County records.

STEVE DRUCKENMILLER
Linn County Clerk

By SR, Deputy

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Resolution No. 4564

Recorded Document Recorder File 4013