

RESOLUTION NO. 5249

A RESOLUTION ACCEPTING THE FOLLOWING EASEMENT:

Grantor

Purpose

Target Corporation

Bus Shelter


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

DATED AND EFFECTIVE THIS 26TH DAY OF APRIL 2006.



Council President

ATTEST:



City Clerk

BUS SHELTER EASEMENT

THIS GRANT OF EASEMENT, made and entered into this 26 day of April, 2006, by and between TARGET CORPORATION f/k/a DAYTON HUDSON CORPORATION, a Minnesota corporation, hereinafter called "Grantor" and the CITY OF ALBANY, a Municipal Corporation, herein called "Grantee."

WITNESSETH:

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 Grantee, subject to the terms and conditions set forth below, a perpetual non-exclusive easement upon, over and under that portion of Grantor's property that is legally described on Exhibit "A" (sometimes hereinafter referred to "Easement Area" or "Easement") and generally depicted on Exhibit "B" ("Bus Shelter Area"), both of which are attached hereto and made a part hereof for the specific purpose of permitting Grantee the right to install, operate, maintain, repair and/or remove a bus shelter (the "Bus Shelter") upon the surface of the Easement Area and for no other purpose, 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, including but not limited to, 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.
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.
3. Grantee shall maintain the Bus Shelter, Easement Area and Bus Shelter Area in good condition, and Grantee shall install, maintain, operate, repair, replace and remove the Bus Shelter 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 Bus Shelter, 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 Easement Area or any portion of the Bus Shelter Area 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 Area, 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/or the Bus Shelter Area, 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 and/or the Bus Shelter Area for damage, if any, which may be caused by normal and reasonable use of or pedestrian traffic over, on or around the Easement Area and/or the Bus Shelter Area.

6. 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 the Easement Area and/or affecting access or ingress and egress thereto.

Remainder of page intentionally left blank.

(Continuation of signatures to Bus Shelter Easement)

GRANTEE:

CITY OF ALBANY:

STATE OF OREGON)
COUNTY OF LINN) ss.
CITY OF ALBANY)

I, Wes Hare, as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 5249 do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms thereof this 26 day of April, 2006.

Wes Hare
City Manager

ATTEST:

Betty Langwell
City Clerk

~~After recording, return to:~~

~~Target Corporation
Real Estate – Existing Stores
Attn: JoAnn Maloney TPS-3155
1000 Nicollet Mall
Minneapolis, MN 55403~~

EXHIBIT "A"

Legal Description of Easement

Commencing at the southeast corner of said Lot 11 of the Heritage Mall subdivision; thence N 01°52'43" W, 378.00 feet to the point of beginning; thence N 01°52'43" W, 10.17 feet; thence S 89°42'53" W, 2.00 feet; thence S 01°52'43" E, 10.17 feet; thence N 89°42'53" E, 2.00 feet to the point of beginning and containing 20.34 square feet or 0.0005 acres, more or less.

EXHIBIT "B"

Bus Shelter Area

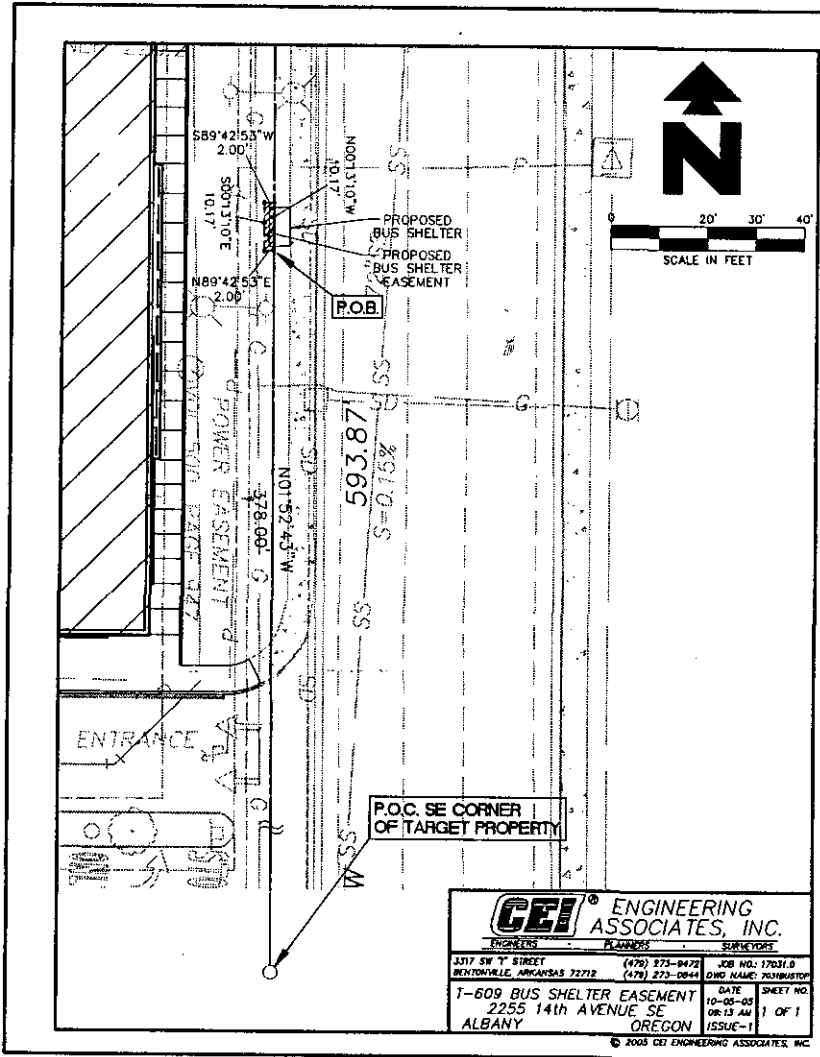
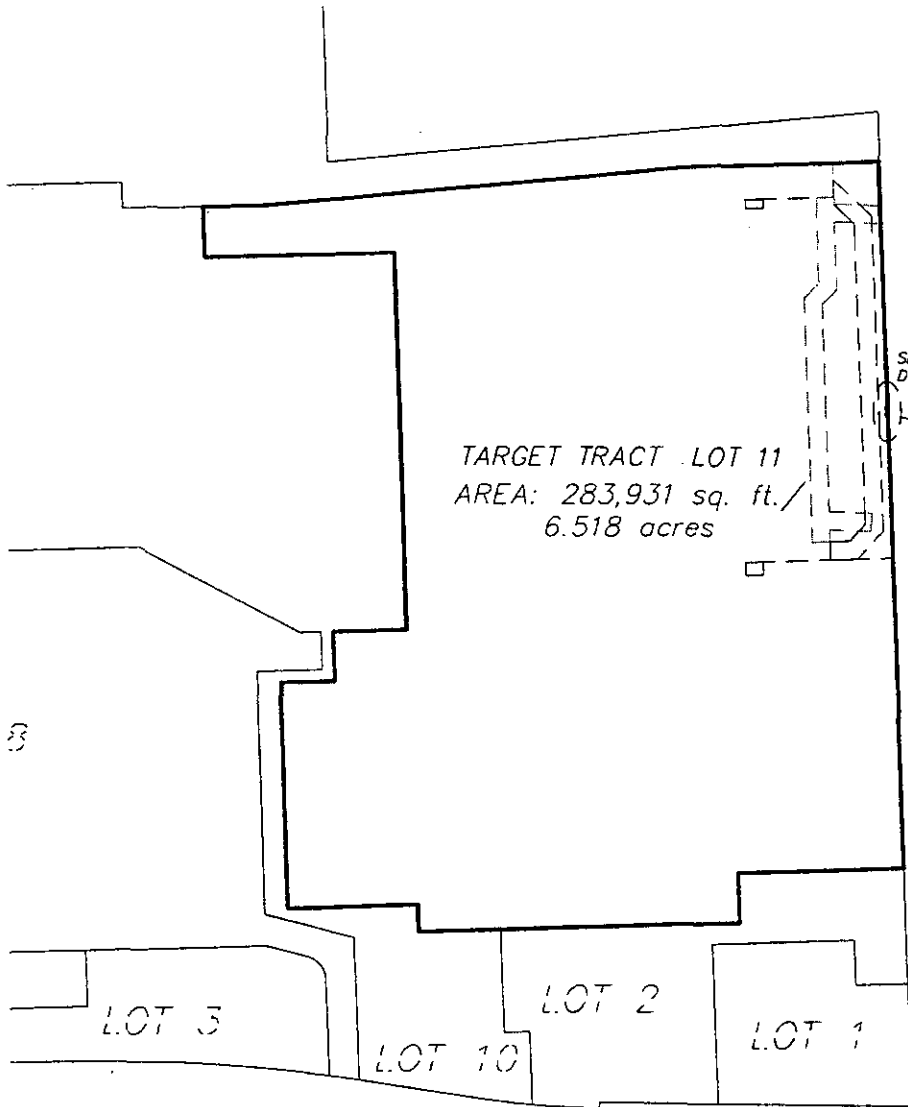


EXHIBIT "B"



TARGET TRACT LOT 11
 AREA: 283,931 sq. ft./
 6.518 acres

PROPOSED BUS SHELTER EASEMENT
 20 SQ. FT.

DETAIL
 (NOT TO SCALE)

SEE
 DETAIL

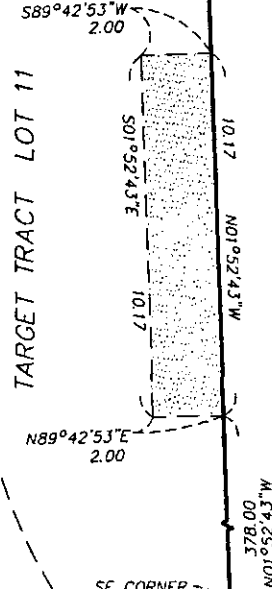


EXHIBIT "B"
 Page 2 of 2



Date: 01/12/06 Sheet: 1 OF 1
 0609SURV.DWG

Heritage Mall
 Albany, Oregon

Closure Sketch
 T# 0609

Westwood Professional Services, Inc.
 7599 Anagram Drive
 Eden Prairie, MN 55344
 Phone: 952/937-5150 Fax: 952/937-5822

Client: _____
 Checked: _____ SAG
 Drawn: _____ NHC
 Revised Drawing by/Date: _____

Prepared for:
Target Corporation
 1000 Nicollet Mall
 Minneapolis MN 55403

VICINITY MAP

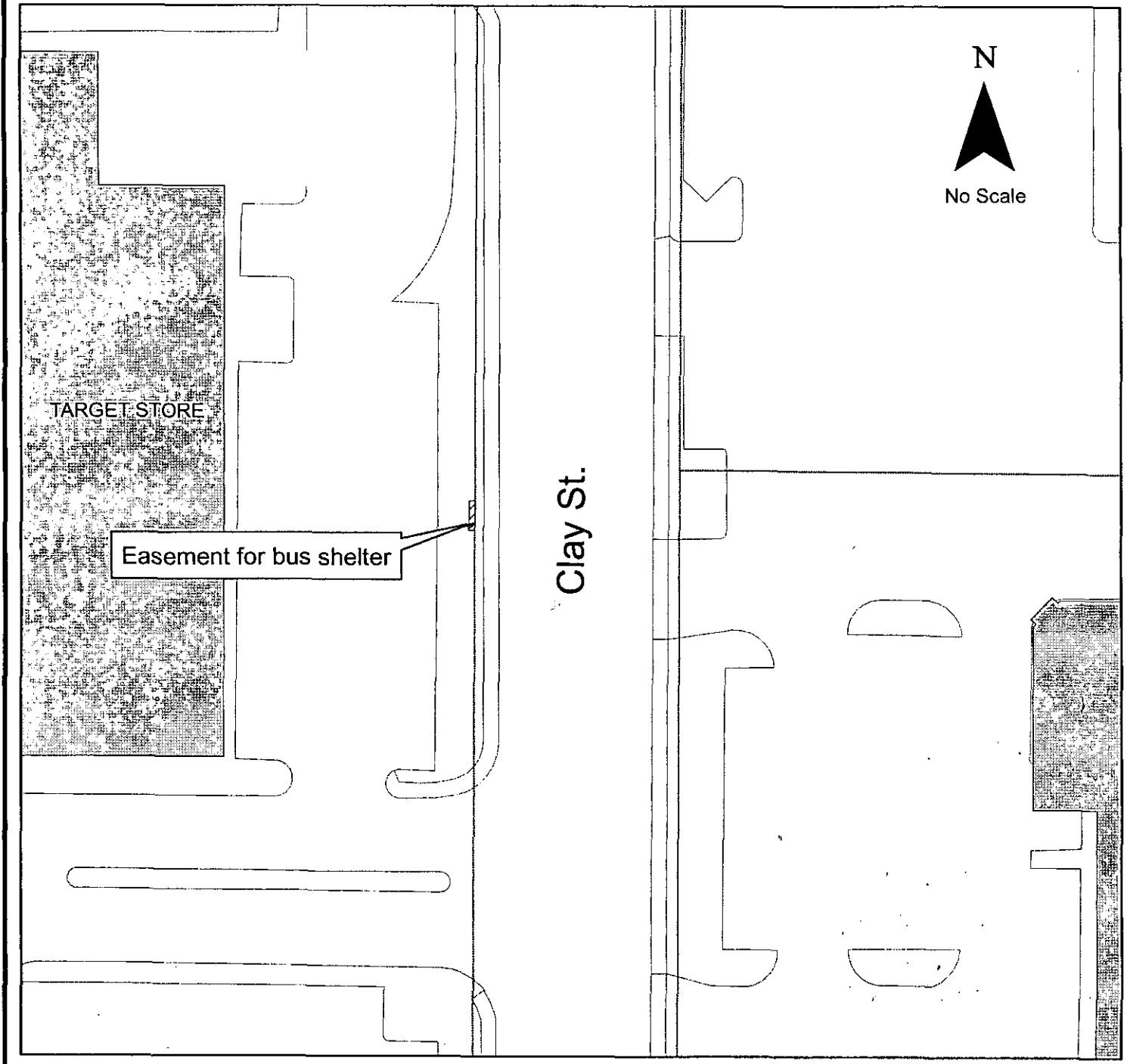
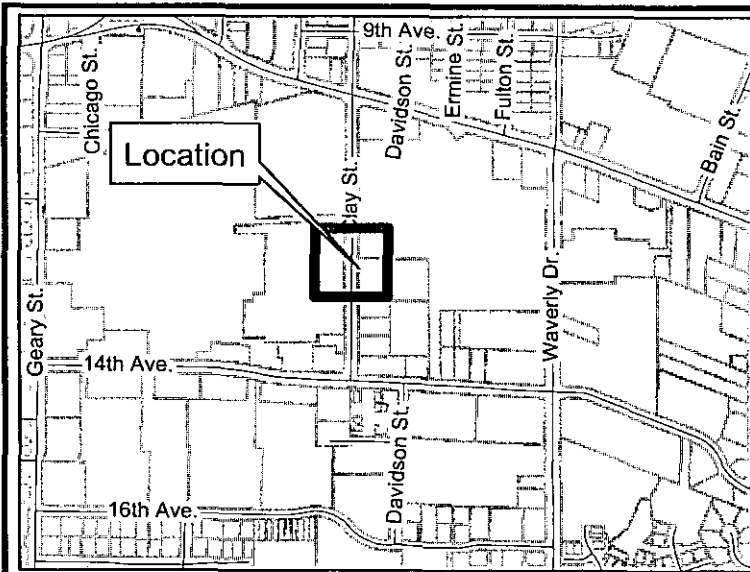
2225 14th Avenue - Target Bus Shelter

A 2 foot wide
easement for a bus shelter
on Clay Street

Dedication of the bus shelter easement to the City of Albany was a Condition of Approval for the Target Store expansion at Heritage Mall. This easement form was generated by the Target Corporation. After review and modification by the City, this easement is acceptable to the Target Corporation, Engineering and the City Attorney.



Geographic Information Services



LINN COUNTY
Recording Cover Sheet
All Transactions, ORS: 205.234

LINN COUNTY, OREGON **2006-16820**
E-EAS **07/11/2006 02:05:06 PM**
Cnt=1 Stn=1 COUNTER **\$66.00**
\$45.00 \$11.00 \$10.00



I, Steve Druckenmiller, County Clerk for Linn County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.
Steve Druckenmiller - County Clerk



After Recording Return To:
City of Albany Recorder
PO Box 490
Albany, OR 97321

All Tax Statements Should Be Sent To:
Government Agency - Exempt

1. Name/Title of Transaction - by ORS 205.234 (a)
Bus Shelter Easement
2. Grantor/Direct Party - required by ORS 205.125(1)(b) and ORS 205.160
Target Corporation f/k/a Dayton Hudson Corporation
3. Grantee/Indirect Party - required by ORS 205.125(1)(a) and ORS 205.160
City of Albany
4. True and Actual Consideration (if there is one), ORS 93.030
\$1.00

Resolution No. 5249 Recorded Document
Recorder File No. 4800