

NF

FILED

NO. 99-089
T-1239

P1 23

RECORDED AT THE REQUEST OF:

Douglas County, Nevada
Community Development Department
Post Office Box 218 *Lynette*
Minden, Nevada 89423

DAYTON HUDSON CORP. PROPERTY
APN 99-10116

BARBARA REED
CLERK

BY *[Signature]* DEPUTY

PUBLIC ACCESS, UTILITY AND LANDSCAPE EASEMENT

This indenture made this 14 day of May, 1999 between Dayton Hudson Corporation, a Minnesota corporation, party of the first part, hereinafter called GRANTOR, and Douglas County, a political subdivision of the State of Nevada, party of the second part, hereinafter called GRANTEE.

WITNESSETH:

That the GRANTOR, does by these presents, Grant unto the GRANTEE and to its assigns forever, a perpetual public access, utility and landscape easement for the location, construction and maintenance of utilities such as water, sewer, natural gas, electricity, telephone and television cable, and all necessary incidents thereto which do not adversely affect the rights of GRANTOR hereunder to otherwise utilize the Easement Area, and for the location, construction and maintenance of a public sidewalk, and for the installation and maintenance of landscaping, upon, over, across and through all of GRANTOR'S real property described on Exhibit A attached hereto and hereby made a part hereof, which real property is situated in Sections 6 and 7, Township 14 North, Range 20 East, Mount Diablo Baseline and Meridian, County of Douglas, State of Nevada. Such described lands are sometimes referred to herein as the "Easement Area" and are depicted on Exhibit B attached hereto and made a part hereof.

The utility easement rights herein granted shall be limited to underground utilities within the Easement Area, except that electrical, telephone or cable television utility lines may be placed above ground if GRANTOR'S use of the Easement Areas and GRANTOR'S adjoining real property is not adversely affected thereby. In any event, GRANTEE shall use reasonable efforts to place all utility lines underground.

GRANTOR hereby reserves the right: a) to use the surface area of the Easement Areas hereunder for any purpose that does not substantially interfere with GRANTEE'S rights as granted herein (it being expressly understood that the use of certain portions of the surface of the Easement Area for vehicular and pedestrian traffic (as generally shown on Exhibit B) shall be deemed not to substantially interfere with GRANTEE'S rights herein); b) to locate other utilities in the Easement Areas subject to the approval of GRANTEE, which approval shall not be unreasonably withheld, conditioned or delayed, and c) to brace, structurally support, place scaffolding, and have construction access across the Easement Areas during the construction of any improvements on the larger parcel of real estate owned by GRANTOR of which the Easement Areas are a part; and (d) in GRANTOR'S sole discretion to relocate, at its expense, the easement granted hereunder and related improvements from time to time (provided that if such easement and related improvements are relocated, GRANTOR will grant to GRANTEE a new easement substituting the new easement areas and GRANTEE will release the easement created hereby).

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GRANTEE shall also have rights of reasonable and necessary ingress and egress to and from said Easement Areas for the purposes of erecting, installing, operating, maintaining, replacing, inspecting, and removing said utility facilities or landscaping. To the extent possible, GRANTEE shall access the Easement Areas directly from the public street that adjoins the subject Easement Areas.

GRANTOR herein reserves the right to install and maintain other underground facilities within the Easement Areas provided, however, that no such use shall interfere with or obstruct the rights herein granted or endanger the utility facilities or their operation.

GRANTEE herein agrees that after the completion of any construction, maintenance, or removal work on the Easement Areas or adjoining lands, GRANTEE will promptly level and restore the grade and any pre-existing improvements in such a condition as to blend in with the adjacent land surface and otherwise restore the improvements to their condition just prior to such disturbance. In addition, GRANTEE agrees to not commence any work on the Easement Areas that will cause the Easement Areas or GRANTOR'S use of either the Easement Areas or adjoining lands to be disturbed from October 15 through January 15, except in the case of an emergency repair. If emergency repair work requires such a disturbance during such period, GRANTEE agrees to use its best efforts to not interfere with the operation of any businesses on GRANTOR'S adjoining lands and to perform whatever emergency work is required as expeditiously as possible, time being of the essence.

In the event GRANTEE, its successors and assigns, shall abandon or no longer use all or any part of the easement rights herein granted for a period of one year, the part no longer used shall automatically revert to GRANTOR, and GRANTEE shall release such easement rights.

GRANTEE further agrees that it will permit no mechanics', materialmen's or other liens to stand against GRANTOR'S property for work or materials furnished by or on behalf of GRANTEE in connection with the easements granted herein, and GRANTEE agrees to indemnify and hold GRANTOR harmless from the same.


This agreement shall bind and inure to the benefit of the successors and assigns of GRANTOR and GRANTEE.

IN WITNESS WHEREOF said GRANTOR has hereunto signed on the day and year first above written.

GRANTOR:
DAYTON HUDSON CORPORATION

BY

Name:


Edward J. Blerman
Vice President
Target Stores

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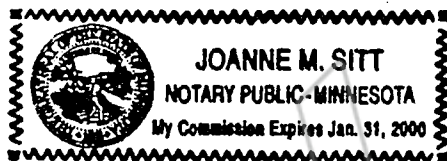
On the 14 day of May, 1999, personally before me, a Notary Public, Edward J. Bierman, Vice President of Dayton Hudson Corporation, a Minnesota corporation, personally known to me (or provided to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed the instrument on behalf of said corporation.

WITNESS my hand and seal.



Notary's Signature

My Commission Expires: 31 January 2000



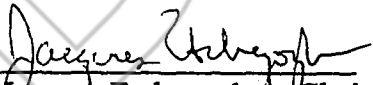
State of Minnesota)
) ss.
County of Hennepin)

Accepted on behalf of Douglas County this
21 day of JUNE, 1999.



Attest:

Barbara Reed
Douglas County Clerk

By: 
Jacques Etchegoyhen, Chairman
Douglas County Commissioners

BY:  DEPUTY

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EXHIBIT "A"
Description
Public Access, Utility and Landscape Easement
(over a portion of A.P.N. 13-110-16)

An easement for public access, utility and landscape purposes located within a portion of Section 6, Township 14 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, described as follows:

Commencing at the one-quarter corner common to Sections 6 and 7, T.14N., R.20E., M.D.M. a found 1963 brass cap;

thence along the centerline of said Section 6, North $00^{\circ}16'50''$ East, 279.82 feet to a point on the southerly line of Jacks Valley Road;

thence along said southerly line North $66^{\circ}54'20''$ East, 182.41 feet to the POINT OF BEGINNING;

thence continuing on said southerly line North $66^{\circ}54'20''$ East 846.82 feet;

thence South $23^{\circ}04'33''$ East, 25.00 feet;

thence South $66^{\circ}54'20''$ West, 34.98 feet;

thence North $56^{\circ}47'04''$ West, 18.03 feet;

thence South $66^{\circ}54'20''$ West, 371.03 feet;

thence South $21^{\circ}54'52''$ West, 21.22 feet;

thence South $66^{\circ}54'20''$ West, 80.00 feet;

thence North $37^{\circ}01'47''$ West, 15.45 feet;

thence South $66^{\circ}54'20''$ West, 332.07 feet;

thence along the arc of a curve to the left having a delta angle of $90^{\circ}00'00''$, radius of 25.00 feet and an arc length of 39.27 feet;

thence non-tangent to the preceding curve, South $66^{\circ}54'20''$ West, 10.00 feet;

thence along the arc of a curve to the right, non-tangent to the preceding course, having a delta angle of $90^{\circ}00'00''$, radius of 35.00 feet, arc length of 54.98 feet and a chord bearing of North $21^{\circ}54'20''$ East for a distance of 49.50 feet to the POINT OF BEGINNING, containing 10,880 square feet, more or less.

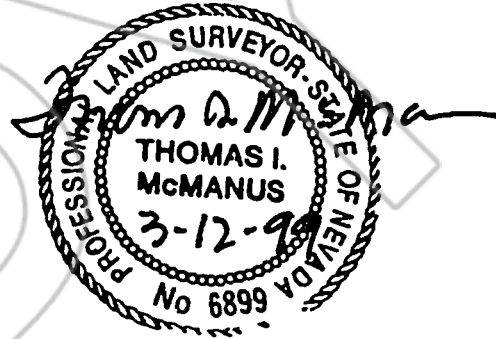
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The Basis of Bearing of this description is identical to that Record of Survey to Support a Boundary Line Adjustment for John C. Serpa and Syncon Homes as recorded in Book 299, at Page 4014 as Document No. 461506.

Note: Refer this description to your title company before incorporating into any legal document.

Prepared By: R.O. ANDERSON ENGINEERING, INC.
P.O. Box 2294
Minden, Nevada 89423

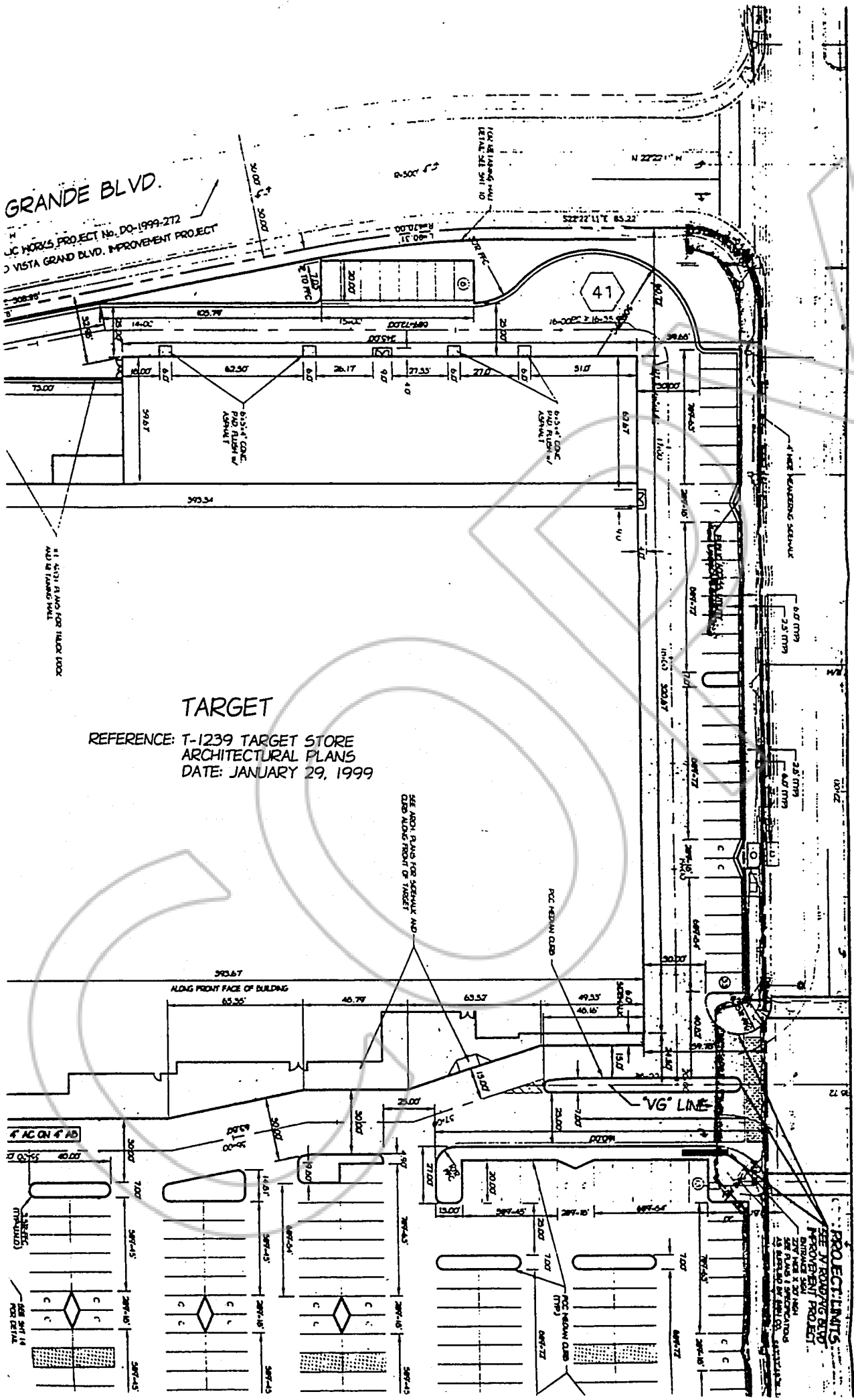


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GRANDE BLVD.

UC WORKS PROJECT No. DO-1999-272
VISTA GRAND BLVD. IMPROVEMENT PROJECT



TARGET

REFERENCE: T-1239 TARGET STORE
ARCHITECTURAL PLANS
DATE: JANUARY 29, 1999

SEE ARCH. PLANS FOR SCHEDULE AND
CLEAR ALONG FRONT OF TARGET

SEE ARCH. PLANS FOR SCHEDULE AND
CLEAR ALONG FRONT OF TARGET

PROJECT LIMITS
SEE TARGET/VG LINE
IMPROVEMENT PROJECT
DATE: JAN 29, 1999
BY: [Signature]
AS SHOWN ON SHEET 01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

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ADON VISTA

PROJECT LIMITS
SEE CIV ROADWAY IMPROVEMENT PROJECT

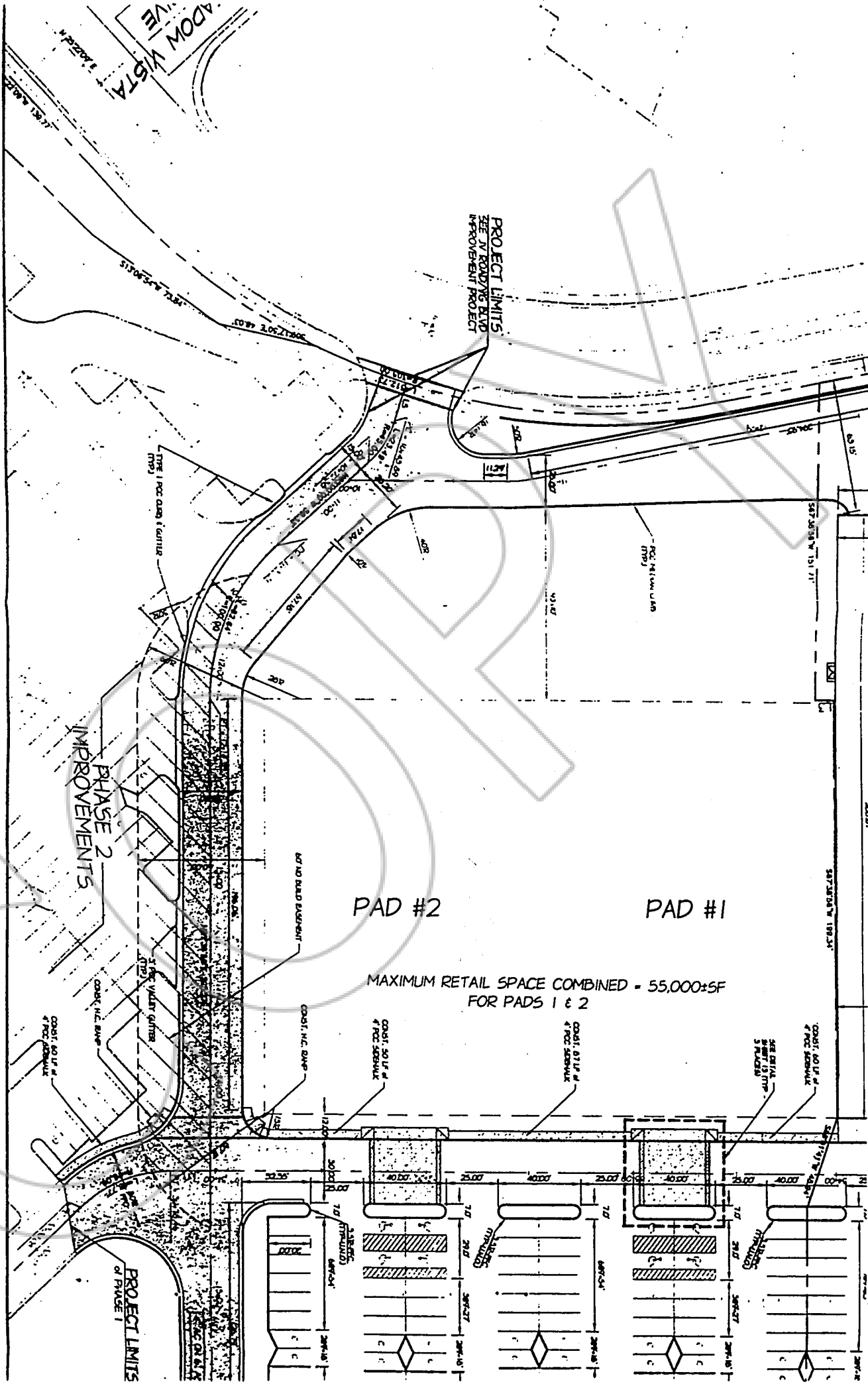
PHASE 2
IMPROVEMENTS

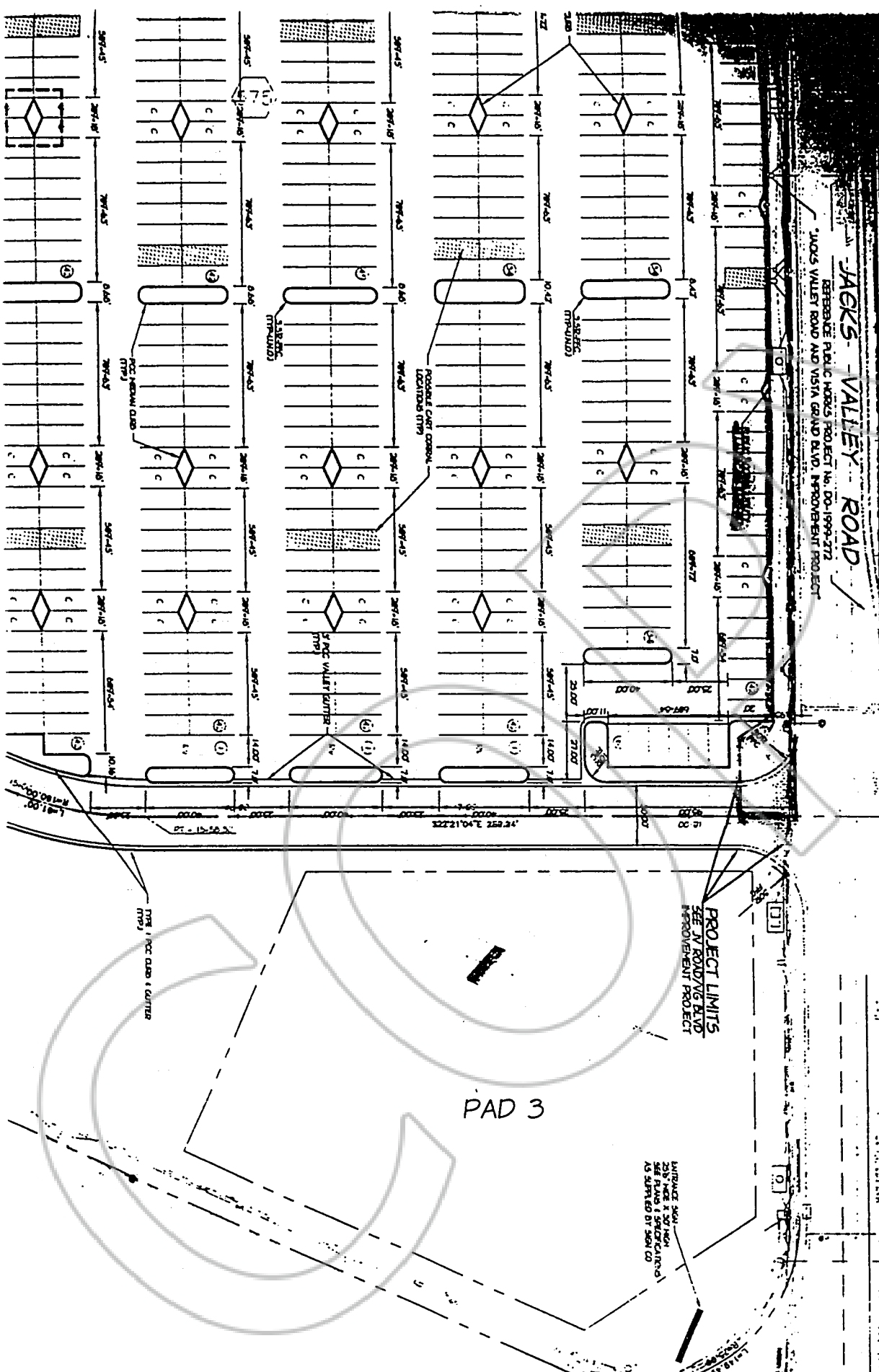
PAD #2

PAD #1

MAXIMUM RETAIL SPACE COMBINED = 55,000±SF
FOR PADS 1 & 2

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JACKS VALLEY ROAD

REFERENCE PUBLIC WORKS PROJECT NO. DO-1999-272
 JACKS VALLEY ROAD AND VISTA GRAND BLVD. IMPROVEMENT PROJECT

PROJECT LIMITS
 SEE IN ROADWAY BLVD
 IMPROVEMENT PROJECT

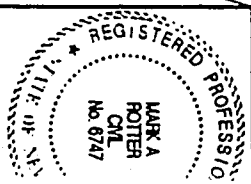
PAD 3

ENTRANCE SIGN
 28" HIGH X 30" WIDE
 SEE PLANS & SPECIFICATIONS
 TO BE SUPPLIED BY SUBMITTER

TYP PCC GDB & CENTER
 TYP

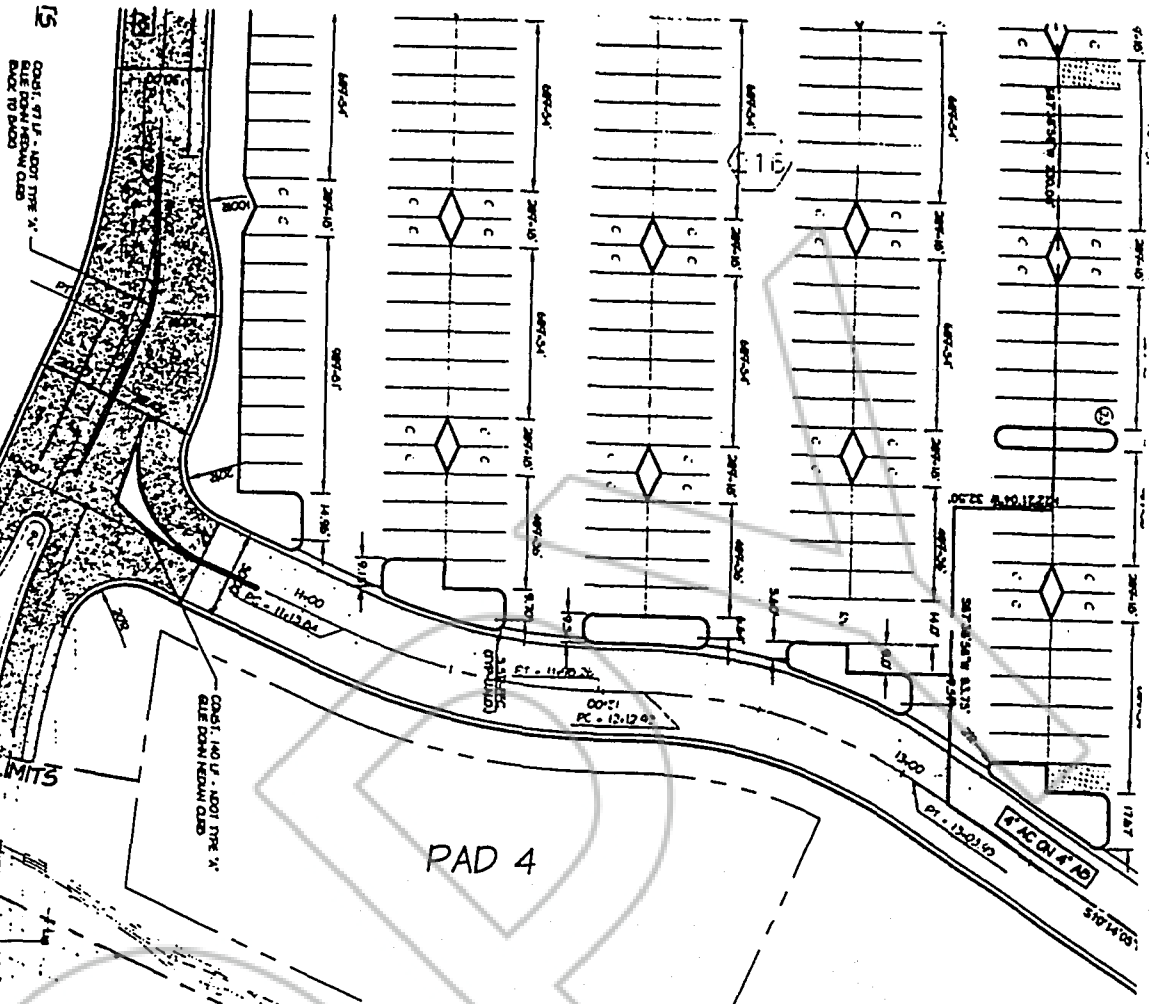
G.D. DEVELOPMENT
 P.O. BOX 1724
 SON CITY, NV 89702
 (702) 882-7754

DESIGNED BY: MS
 DRAWN BY: MB
 JOB No. 132



No	REVISION	DATE	BY

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15
 COST OF 1/2" - 1/4" TYPE 'X' GATE FROM NEIGH. GARD BACK TO ROAD

COST OF 1/2" - 1/4" TYPE 'X' GATE FROM NEIGH. GARD

PAD 4

ACQUIT PAD


DISTANCE FROM ZONE LINE TO NEIGH. PROPERTY AS SHOWN BY SURV. CO.

U.S. HIGHWAY 395
 REFERENCE PUBLIC WORKS PROJECT No. DO-1999-272
 JACKS VALLEY ROAD AND VISTA GRAND BLVD. IMPROVEMENT PROJECT

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2
 of 11
 SHEET

SCALE
 HORIZ. 1" = 40'
 VERT. N/A
 DATE: 3/99

 CAPITAL ENGINEERING
 P.O. Box 3750
 Carson City, NV 89702

SITE PLAN
 NORTH VALLEY PLAZA -
 SITE IMPROVEMENT

COPY

REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

'99 JUN 22 A10 :56

DATE: June 21, 1999
B. REED Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By Arnold M. Mullock Deputy

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LINDA SLATER
RECORDER

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PAID 12 DEPUTY

SEAL