

[BLANK SPACE ABOVE THIS LINE IS FOR THE SOLE USE OF THE CLERK OF SUPERIOR COURT]

THIS DOCUMENT MAY BE RECORDED ONLY BY PERSONNEL OF THE FULTON COUNTY LAND DIVISION

Return Recorded Document to:
Fulton County Land Division
141 Pryor Street, S.W. – Suite 8021
Atlanta, Georgia 30303

Project Name : Regions Bank – State Bridge Branch
Tax Parcel Identification No.: 11 084002980275
Land Disturbance Permit No.: 20-059WR
Zoning/Special Use Permit No.: _____
(if applicable)

For Fulton County Use Only

Approval Date: _____
Initials: _____

**WATER VAULT EASEMENT
(Corporate Form)**

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 4th day of February, 2021, between **TARGET CORPORATION** (f/k/a Dayton Hudson Corporation), a corporation duly organized under the laws of the State of Minnesota, party of the first part (hereinafter referred to as Grantor), and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part.

WITNESSETH, that for and in consideration of \$1.00 cash in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefit which will accrue to the undersigned from the installation of a water vault, water meter, and appurtenances on subject property, and in consideration of the benefits which will accrue to the subject property from the installation of a water vault, water meter, and appurtenances on the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to the party of the second part and to successors and assigns the right, title, and privilege of an easement on subject property located in land lot(s) 330/331 of the 1st District, 1st Section of Fulton County, Georgia, and more particularly described as follows: To wit:

Regions Bank – State Bridge Branch

Project Name

[See Exhibit “A” attached hereto and made a part hereof]

This right and easement herein granted being to occupy such portion of my property as would be sufficient for the construction, access, maintenance and upgrade of a water line through my property according to the location and size of said water line as shown on the map and profile now on file in the office of the Public Works Department of Fulton County, and which size and location may be modified from time to time including in the future after the date of this document to accommodate said water line within the aforesaid boundaries of the above-described easement.

For the same consideration, Grantor hereby conveys and relinquishes to FULTON COUNTY a right of access over Grantor's remaining lands as necessary for FULTON COUNTY to perform maintenance and repairs on said water line on both a routine and emergency basis.

Said Grantor hereby warrants that it has the right to sell and convey said water line easement and right of access and binds itself, its successors and assigns forever to warrant and defend the right and title to the above described water line easement unto the said FULTON COUNTY, its successors and assigns against the claims of all persons whomever by virtue of these presents.

Said Grantor hereby waives for itself, its successors and assigns all rights to any further compensation or claim to damages on account of the construction, access, upgrade or maintenance of said water line for the use of the property as herein agreed; provided, however, Grantee agrees to the following:

- a) 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 water line in a good and safe condition, and Grantee shall install, maintain, operate, repair, replace and remove the water line in compliance with all applicable governmental rules, regulations and requirements.
- b) 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. Grantor covenants and agrees that (i) it will not construct any permanent building or structure in the easement area and (ii) landscape in the easement area shall be limited to shrubbery, ground cover, and other plantings that are no higher than two (2) feet above the surface. 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.

SIGNATURE PAGE
WATERLINE EASEMENT
TARGET CORPORATION (GRANTOR)
FULTON COUNTY (GRANTEE)

IN WITNESS HEREOF said party of the first part has hereunto affixed his/her hand and seal on the day and year first above written.

Signed, sealed and delivered this 4th
day of February 20 21
in the presence of:

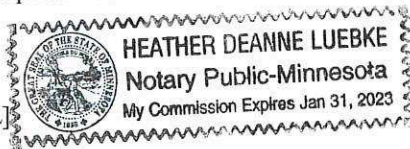

Witness



Notary Public
Heather DeAnne Luebke

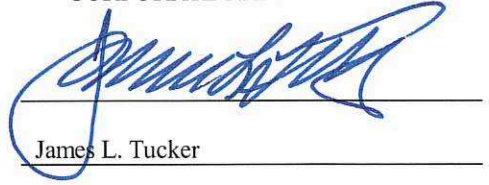
My Commission Expires: 1/31/23

[NOTARIAL SEAL]



GRANTOR: **TARGET CORPORATION** (f/k/a Dayton
Hudson corporation), a Minnesota corporation
CORPORATE NAME

By:



Print Name:

James L. Tucker

Title:

Senior Director – Real Estate

By:

Print Name:

Title:

[CORPORATE SEAL]

Legal Description

All that tract or parcel of land lying and being in Land Lots 330 and 331 of the 1st District, 1st Section, Fulton County, Georgia, and being more particularly described as follows:

Commencing at a point at the intersection of the Southerly right-of-way line of State Bridge Road (variable right-of-way) and the Easterly right-of-way line of Medlock Bridge Road (variable right-of-way); Thence along said right-of-way line of State Bridge Road South 49 degrees 26 minutes 36 seconds East, a distance of 770.81 feet to a point, said point being the Northwest corner of the Target property; Thence South 49 degrees 26 minutes 36 seconds East, a distance of 187.25 feet to a concrete monument found; Thence South 40 degrees 12 minutes 19 seconds West, a distance of 35.10 feet to a concrete monument found; Thence South 49 degrees 57 minutes 10 seconds East, a distance of 29.95 feet to a concrete monument found; Thence North 40 degrees 33 minutes 33 seconds East, a distance of 34.88 feet to a point; Thence South 49 degrees 25 minutes 12 seconds East, a distance of 86.46 feet to a point, said point being the TRUE POINT OF BEGINNING; Thence South 49 degrees 25 minutes 12 seconds East, a distance of 6.56 feet to a point; Thence South 49 degrees 25 minutes 12 seconds East, a distance of 19.43 feet to a to a ½" rebar with cap found; Thence along a curve to the right having an arc length of 18.45 feet, with a radius of 2643.20 feet, being subtended by a chord bearing of South 49 degrees 14 minutes 39 seconds East, for a distance of 18.45 feet to a point, Thence departing the right-of-way of State Bridge Road South 40 degrees 15 minutes 39 seconds West, a distance of 9.68 feet to a point; Thence North 49 degrees 06 minutes 06 seconds West, for a distance of 12.33 feet to a point; Thence North 40 degrees 53 minutes 54 seconds East, for a distance of 3.67 feet to a point; Thence North 48 degrees 40 minutes 20 seconds West for a distance of 32.26 feet to a point; Thence North 41 degrees 23 minutes 42 seconds East for a distance of 5.58 feet to a point, said point being the TRUE POINT OF BEGINNING.

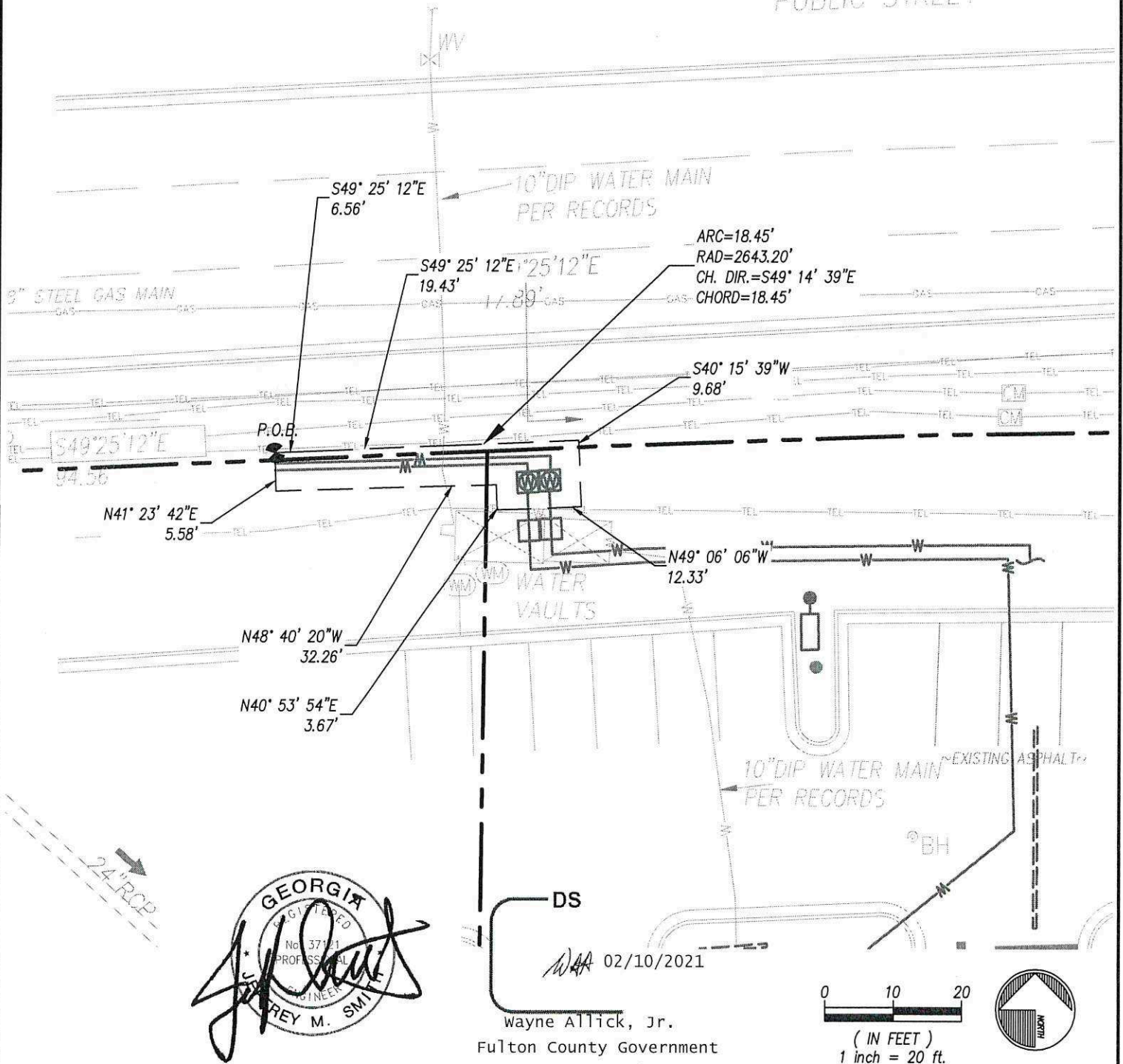
Said easement area contains 0.007 Acres.

STATE BRIDGE ROAD

(150' R/W)

POSTED SPEED LIMIT: 45 MPH
PUBLIC STREET

APPROXIMATE CENTERLINE
OF STATE BRIDGE ROAD



REGIONS BANK
STATE BRIDGE BRANCH

LAND LOT 330 AND 331
1ST DISTRICT, 1ST SECTION
FULTON COUNTY, GEORGIA

EXHIBIT A
METER EASEMENT

01.28.2021