

Washington County, Oregon

2004-078680

07/08/2004 03:04:51 PM

D-IPPS

Cnt=2 Stn=6 J GREGORY

\$70.00 \$5.00 \$6.00 \$11.00 - Total = \$92.00



00615950200400786800140145

I, Jerry Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.

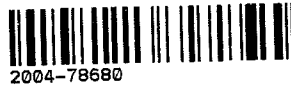
Jerry Hanson

Jerry R. Hanson, Director of Assessment and Taxation,
Ex-Officio County Clerk



RECEIVED
AUG 11 2004

BY: *em*



70.00
6.00
11.00
5.00

WHEN RECORDED – RETURN TO:
City of Sherwood
20 NW Washington
Sherwood, OR 97140
Attn: Dave Wechner
Planning Director

271471

Chicago Title

BUILDING CODE COMPLIANCE COVENANT AND EASEMENT AGREEMENT

This Agreement ("Agreement") is made and entered into effective as of the 8 day of July, 2004, by, among, and between Target Corporation, a Minnesota corporation ("Target"), Langer Family, LLC, an Oregon limited liability company ("Langer"), and the City of Sherwood, Oregon ("City").

RECITALS

- A. Target is the owner of certain real property described in Exhibit A (the "Target Tract").
- B. Langer is the owner of certain real property described in Exhibit B (the "Owner Tract").
- C. The Owner Tract consists of the Owner Tract A, the Owner Tract B-1 and the Owner Tract B-2.
- D. Target and Langer are referred to as "Owner"(s).
- E. The Target Tract and the Owner Tract B-2 are sometimes collectively referred to herein as the "Property", and are cross-hatched on the site plan attached hereto as Exhibit C.
- F. Owners understand and agree that this Agreement is for the purpose of satisfying the requirements of the City to obtain building permits and/or certificates of occupancy for buildings on the Target Tract and the Owner Tract B-2; that this Agreement does not affect the boundaries or ownership of any of the subject lots; and that this Agreement does not affect the ability of the City to strictly enforce any and all provisions of the State of Oregon Structural Specialty Codes, 1997 Edition.
- G. Owners desire to enter into this Agreement to secure the consent of the City to development of the Target Tract and the Owner Tract B-2 as one building site



by providing an alternate method of satisfying the safety requirements of the State's Construction Code (the "Code") by preserving the safety of existing and future improvements of the Property, and by providing notice that the location and configuration of improvements on the Property as a whole may restrict future construction on the Target Tract and the Owner Tract B-2 comprising the Property. The general tenor of the City's approval is that the City will approve the operation of the various lots comprising the Property so long as the Property as a whole would comply with the requirements of the Code if the entire Property were owned by a single person or entity. This Agreement's intent, therefore is to prevent any Owner from undertaking any construction on the Property that would cause the improvements to fail to comply with the Code if the Code were applied to the entire Property as if it were a single lot or parcel.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, and intending that Owners and their successors rely hereon in acquiring, financing and operating the Property, the Owners agree as follows:

1. The Code allows certain buildings to be constructed of unlimited area and of any construction type provided the building is equipped with an approved automatic fire sprinkler system throughout, and provided the building is entirely surrounded and adjoined by public ways or yards not less than sixty (60) feet in width.
2. The Owners propose to construct a single unlimited area building which complies with all of the unlimited area provisions of the Code except that the Owners proposed to create property lines within or between portions of the single unlimited area building such that portions of the proposed building are to be less than sixty (60) feet from the property line(s).
3. Because of the proposed property line location, a literal application of the Code would not, absent this Agreement, allow the proposed building to be built under the unlimited area provisions of the Code, but would instead require the building to be built of a more restrictive construction type and would require fire (area) separation walls along the property line(s).
4. To provide an alternative method of meeting the safety objectives of the Code, the Owners proposed and agree to consider all buildings located on the Target Tract and the Owner Tract B-2, to be a single unlimited



area building located on a single lot for purposes of all Code requirements pertaining to unlimited area buildings, provided the entire combined building shall be equipped with an approved automatic fire sprinkler system throughout, and shall be entirely surrounded and adjoined by public ways or yards not less than sixty (60) feet in width.

5. Because the Code requires free and unobstructed egress from all portions of all buildings to a public way without crossing boundary lines or adjoining property, if and to the extent that the Target Tract and the Owner Tract B-2 need to be considered as a single lot for purposes of egress to enable the buildings on the Target Tract and the Owner Tract B-2 to comply with such requirement, the Target Tract and the Owner Tract B-2 shall be considered a single Lot for purposes of egress, provided each Owner shall preserve free and unobstructed all means of egress across the boundaries of its respective lot from all required building exits to a public way and shall not obstruct existing egress ways without providing an alternative method of meeting the means of egress requirements of the Code.
6. Owners understand and agree that this Agreement may only be altered or dissolved by a subsequent written agreement signed by the Owners of the Target Tract and the Owner Tract B-2 and the City. Any amendment or dissolution of this Agreement must be recorded with the County Recorder in and for Washington County, Oregon; it being understood, however, that if the Code is amended to eliminate the unlimited building area provisions, or if the buildings or their replacements on the Target Tract and the Owner Tract B-2 do not require the establishment of a sixty (60) foot yard, the City shall consent to the dissolution of this Agreement, if all other building, fire and land use regulations of the City are satisfied.
7. Owners understand and agree that this Agreement shall be a covenant running with the land with respect to the Target Tract and the Owner Tract B-2, and that this Agreement shall bind their successors, heirs, and assigns, if any.
8. Each Owner and the City shall have the right to specific enforcement, temporary restraining orders, temporary and permanent injunctions, and all other prejudgment and postjudgment equitable and legal remedies for the breach or threatened breach of this Agreement. In Addition to the foregoing, City shall have the right to refuse to issue building permits for any building or structure, which would violate the sixty (60) foot yard requirement.



- 9. All exhibits attached to this Agreement are made a part of this Agreement for all purposes.
- 10. This Agreement may be executed in several counterparts, each of which shall be deemed an original. The signatures to this Agreement may be executed and notarized on separate pages, and when attached to this Agreement shall constitute one (1) complete document.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Building Code Compliance Covenant and Easement Agreement, in triplicate original copies, as of the date first above written.

"Target"

TARGET CORPORATION, a
Minnesota corporation

By: 
 Its: **Scott A. Nelson**
Vice President
REAL ESTATE

"Langer"

LANGER FAMILY, LLC, an
Oregon limited liability company

By: _____
 Its: _____

"City"

CITY OF SHERWOOD

By: _____
 Its: _____



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"Target"

TARGET CORPORATION, a
Minnesota corporation

By: _____

Its: _____

"Langer"

LANGER FAMILY, LLC, an
Oregon limited liability company

By: *Arance Langer*

Its: *Managing Member*

"City"

CITY OF SHERWOOD

By: _____

Its: _____




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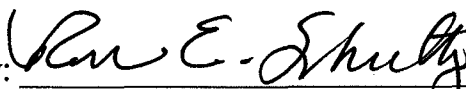
LANGER FAMILY, LLC, an
Oregon limited liability company

By: _____

Its: _____

"City"

CITY OF SHERWOOD

By: 

Its: 



State of Minnesota)
) ss
County of Hennepin)

On this 21st day of May, 2004, before me, a Notary Public within and for said county, personally appeared Scott A. Nelson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Vice President of Target Corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and Scott A. Nelson and acknowledged said instrument to be the free act and deed of said corporation.



Witness my hand and official seal.
[Signature]
Notary Public
My commission expires: _____

State of Oregon)
) ss
County of _____)

On this ____ day of _____, 2004, before me, a Notary Public within and for said county, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the _____ of Langer Family, LLC, and that said instrument was signed on behalf of said limited liability company by authority of its _____ and _____ and _____ and acknowledged said instrument to be the free act and deed of said limited liability company.

Witness my hand and official seal.

Notary Public
My commission expires: _____



State of _____)
) ss
County of _____)

On this ____ day of _____, 2004, before me, a Notary Public within and for said county, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the _____ of Target Corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and _____ and acknowledged said instrument to be the free act and deed of said corporation.

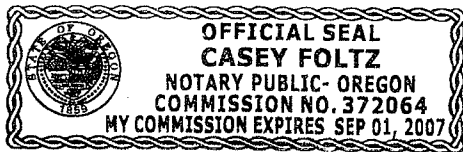
Witness my hand and official seal.

Notary Public
My commission expires: _____

State of Oregon)
) ss
County of Crook)

On this 26th day of May, 2004, before me, a Notary Public within and for said county, personally appeared Clarence Langer Jr., personally known to me (or proved to me on the basis of satisfactory evidence) to be the managing member of Langer Family, LLC, and that said instrument was signed on behalf of said limited liability company by authority of its member and _____ and acknowledged said instrument to be the free act and deed of said limited liability company.

Witness my hand and official seal.



Casey Foltz

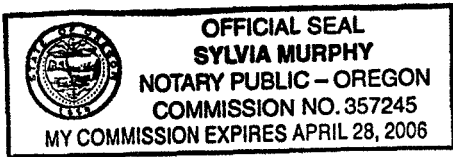
Notary Public
My commission expires: 9-1-07



State of Oregon)
) ss
County of Washington)

On this 11th day of June, 2004, before me Sylvia
Murphy personally appeared Ross E. Schultz,
City Manager proved to me on the basis of satisfactory evidence to be the
person whose name is subscribed to this instrument and acknowledged that he
executed it.

Witness my hand and official seal.



Sylvia Murphy
Notary Public
My commission expires: 4.28.06

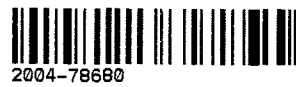


EXHIBIT A

Legal Description of Target Tract

Parcel 3 of Partition Plat No 2004-037 being a Replat of Lot 4 of the Plat of "Langer Marketplace" located in the Southwest $\frac{1}{4}$ of Section 29, Township 2 South, Range 1 West, W.M., City of Sherwood, Washington County, Oregon.



EXHIBIT B

Legal Description of Owner Tract

Parcels 1 and 2 of Partition Plat No. 2004-037 being a Replat of Lot 4 of the Plat of "Langer Marketplace" located in the Southwest $\frac{1}{4}$ of Section 29, Township 2 South, Range 1 West, W.M., City of Sherwood, Washington County, Oregon.



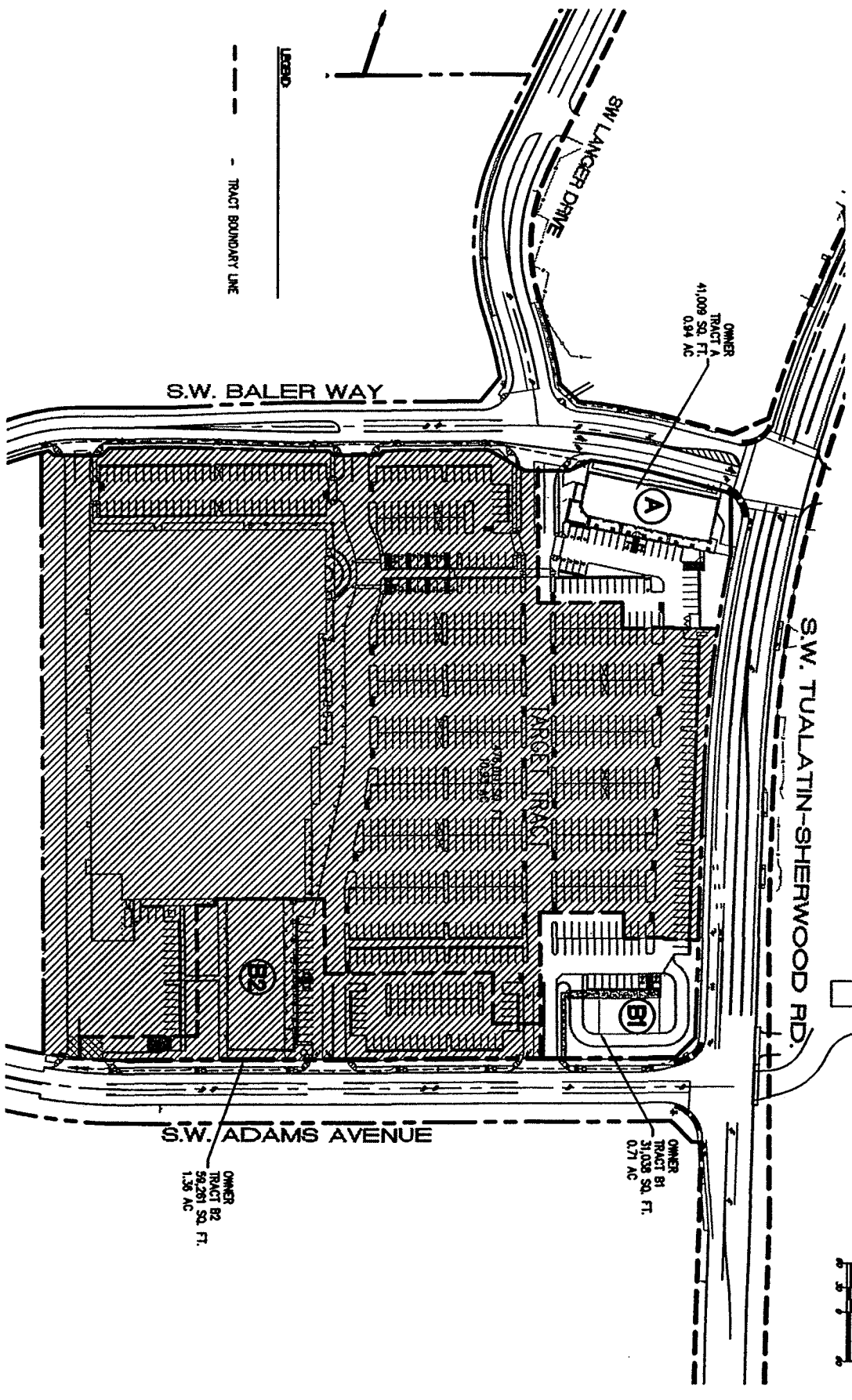
EXHIBIT C

Site Plan

[Copy attached hereto]

EXHIBIT C

MAY 20, 2004



REV.	DATE	BY

EXHIBIT C
TARGET - SHERWOOD
 SHERWOOD, OREGON

DESIGN INC.

3415 SW Westgate Dr., Portland, Oregon 97221
 ☎ 503-419-2000 FAX: 503-419-2800

PLANNING • ENGINEERING • LANDSCAPE ARCHITECTURE • SURVEYING

