

ROADWAY, DRAINAGE, AND UTILITY EASEMENT

THIS INSTRUMENT is made by Mark Peterson, an individual (“Grantor”), in favor of the City of Shakopee, a Minnesota municipal corporation (the “City”).

Recitals

A. Grantor is the fee owner of certain property in Scott County, Shakopee, Minnesota, legally described as follows:

Lot 5, Block 12, City of Shakopee and all that part of the South half of the vacated alley in Block 12, City of Shakopee, lying Easterly of the Northerly extension of the Westerly line of Lot 5 and lying Westerly of the Northerly extension of the Easterly line of Lot 5, all in Block 12, City of Shakopee, Scott County, Minnesota.

(the “Property”).

B. Grantor desires to grant to the City a permanent roadway, drainage, and utility easement according to the terms and conditions contained herein.

Terms of Permanent Easement

1. Recitals. The recitals above are hereby incorporated herein and made part of this instrument.

2. Grant of Permanent Easement. For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor grants and conveys to the City a perpetual easement for public roadway, drainage, and utility purposes, over, under, across, and through that portion of the Property legally described as follows:

A 30.00 foot wide permanent easement for roadway, drainage, and utility purposes over, under and across the East 30.00 feet of the following described property:

Lot 5, Block 12, City of Shakopee and all that part of the South half of the vacated alley in Block 12, City of Shakopee, lying Easterly of the Northerly extension of the Westerly line of Lot 5 and lying Westerly of the Northerly extension of the Easterly line of Lot 5, all in Block 12, City of Shakopee, Scott County, Minnesota.

(the "Easement Area").

3. Scope of Easement. The easement includes the right of the City, its contractors, agents, and employees to enter the Easement Area at all reasonable times for the purpose of locating, constructing, operating, maintaining, inspecting, improving, altering, removing, repairing, and reconstructing roadway, drainage, and utility improvements and facilities within the Easement Area.

The easement granted herein also includes the right to cut, trim, or remove from the Easement Area such trees, shrubs, or other vegetation and any structures or improvements as in the City's judgment unreasonably interfere with the easement or the function of the facilities located therein.

4. Warranty of Title. Grantor warrants he is the fee owner of the Property, and that he has the right, title and capacity to convey this easement to the City.

5. Environmental Matters. The City shall not be responsible for any costs, expenses, damages, demands, obligations (including penalties and reasonable attorneys' fees), or losses resulting from any claims, actions, suits or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on (or which may have related to) the Property or the Easement Area prior to the date of this instrument.

6. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on Grantor, his heirs, successors, and assigns.

[signature page follows]

STATE DEED TAX DUE HEREON: NONE

Dated this _____ day of _____, 2022

GRANTOR

By: _____
Mark Peterson

STATE OF MINNESOTA)
) ss
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Mark Peterson, an individual, Grantor.

Notary Public

NOTARY STAMP OR SEAL

THIS INSTRUMENT DRAFTED BY:
Kennedy & Graven, Chartered
150 South Sixth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300