

EASEMENT

THIS INSTRUMENT is made by Erik D. Asher, a single person ("Grantor"), in favor of the City of Shakopee, a Minnesota municipal corporation (the "City").

Recitals

A. Grantor is the fee owner of certain real property located at 930 Main Street South, in Shakopee, Scott County, Minnesota, legally described as follows:

Lot 1, Block 3, LINK'S ADDITION TO SHAKOPEE, Scott County, Minnesota
(the "Property").

B. Grantor desires to grant to the City a permanent non-exclusive alley 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, non-exclusive alley easement over, under, across, and through that portion of the Property legally described on Exhibit A and depicted on Exhibit B attached hereto (the "Easement Area").
3. Scope of Easement. The perpetual alley easement granted herein includes the right of the Grantee, its contractors, agents, and employees to enter the premises at all reasonable times for the purpose of locating, constructing, reconstructing, operating, maintaining, inspecting, altering and repairing within the described Easement Area a public roadway or other public facilities or improvements of any type that are not inconsistent with a public right-of-way use.

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 facilities located therein.

4. Warranty of Title. Grantor warrants that 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.

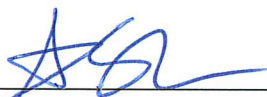
6. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on Grantor, his heirs and assigns.

STATE DEED TAX DUE HEREON: NONE

[signature page follows]

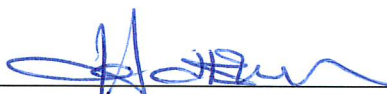
Dated this 29 day of June, 2023

GRANTOR

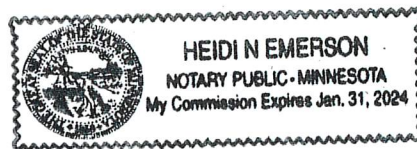
By: 
Erik D. Asher

STATE OF MINNESOTA)
) ss
COUNTY OF Scott)

The foregoing instrument was acknowledged before me this 29 day of June, 2023, by Erik D. Asher, a single person, 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

EXHIBIT A

Legal Description of the Easement Area

That part of Lot 1, Block 3, LINK'S ADDITION TO SHAKOPEE, as is on file and of record in the Office of the County Recorder, Scott County, Minnesota, described as follows:

Beginning at the Northwest Corner of said Lot 1, thence Easterly along the North line thereof, 21.00 feet; thence Southwesterly 31.74 feet to a point on the west line of said Lot 1, point being 23.80 feet South of said Northwest Corner as measured along said West line thereof; thence Northerly along the West line, 23.80 feet to the point of beginning.

EXHIBIT B

Depiction of the Easement Area

