

**PERMANENT DRAINAGE AND UTILITY EASEMENT
AND
TEMPORARY CONSTRUCTION EASEMENT**

THIS PERMANENT DRAINAGE AND UTILITY EASEMENT INSTRUMENT AND TEMPORARY CONSTRUCTION EASEMENT is made by Jackson Township, a Minnesota public corporation (the “**Grantor**”), in favor of the City of Shakopee, a Minnesota municipal corporation, (the “**Grantee**,” or “**City**”).

Recitals

A. Grantor is the fee owner of that certain real property located in Scott County, Minnesota, legally described on the attached **Exhibit A** (the “**Property**”).

B. The City has requested from Grantor a permanent drainage and utility easement for the purpose of installing drainage and utility infrastructure, including without limitation a sanitary sewer line (“**Project**”).

C. The City has also requested from Grantor a temporary construction easement in order to facilitate construction of the Project.

D. Grantor desires to grant to the City a permanent drainage and utility easement and a temporary construction easement (collectively “**Easements**”) according to the terms and conditions contained herein.

Terms of Easements

1. Grant of Permanent Easement. For good and valuable consideration, Grantor grants and conveys to the City the following perpetual easement:

Permanent non-exclusive easement for drainage and utility purposes over, under, and across those parts of the Property legally described on the attached **Exhibit B**, and further depicted on the attached **Exhibit C** (the “**Permanent Easement Area**”), according to the terms and conditions contained herein (the “**Permanent Easement**”).

2. Scope of Permanent Easement. The Permanent Easement granted herein include the right of the City, its contractors, agents, and employees to install, locate, construct, operate, maintain, alter, repair, improve, and replace the utilities, drainage ways and stormwater facilities in, over, across, beneath and above the Permanent Easement Area. The Permanent Easement granted herein also include the right to cut, trim, or remove from the Permanent Easement Area such trees, shrubs, or other vegetation as in the City’s judgment unreasonably interfere with the Easement or facilities of the City, its successors, or assigns.

3. Grant of Temporary Easement. For good and valuable consideration, Grantor grants and conveys to the City a temporary construction easement (“**Temporary Easement**”) over, under,

and across those parts of the Property legally described on the attached **Exhibit D** and depicted on **Exhibit E** (the “**Temporary Easement Area**”).

4. **Scope of Temporary Easement.** The Temporary Easement includes the rights of the City, its contractors, agents, and employees to enter the Temporary Easement Area at all reasonable times for the purpose of constructing the Project improvements. The Temporary Easement granted herein also include the right to cut, trim, or remove from the Temporary Easement Area such trees, shrubs, or other vegetation as in the City’s judgment unreasonably interfere with the Temporary Easement. The Temporary Easement will expire on December 31, 2025.

5. **Warranty of Title.** Grantor warrants that Grantor is the fee owner of the Property, and that Grantor has the right, title and capacity to convey the Easement herein to Grantee.

6. **Environmental Matters.** Grantee shall not be responsible for any costs, expenses, damages, demands, and 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 relate to, the Easement or Property prior to the date of this instrument.

7. **Binding Effect.** The terms and conditions of this instrument shall run with the land and be binding on Grantor, their successors and assigns.

STATE DEED TAX DUE HEREON: NONE

Dated _____, 2023

GRANTOR:

JACKSON TOWNSHIP

By: _____

Its: _____

By: _____

Its: _____

[illegible]

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, the _____ of Grantor and by _____, the _____ of Grantor.

NOTARY STAMP OR SEAL

Notary Public

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

EXHIBIT A
Legal Description of the Property

The north forty-five (45) acres of the West Half of the Northeast Quarter ($W \frac{1}{2}$ of $NE \frac{1}{4}$), Section Twenty-three (23), Township One Hundred Fifteen (115), Range Twenty-three (23), Scott County, Minnesota EXCEPT that part of the Southwest Quarter of the Northeast Quarter of Section 23, Township 115, Range 23, Scott County, Minnesota, described as follows:

Commencing at the southwest corner of said Southwest Quarter of the Northeast Quarter; thence North 01 degrees 18 minutes 21 seconds East, assumed bearing along the west line of said Southwest Quarter of the Northeast Quarter, a distance of 1144.39 feet to the point of beginning; thence continuing North 01 degrees 18 minutes 21 seconds East, along said west line a distance of 18.06 feet to the north line of the South 35 acres of said Southwest Quarter of the Northeast Quarter; thence North 88 degrees 55 minutes 19 seconds East, along said north line a distance of 903.53 feet to the south line of the North 45 acres of the West Half of said Northeast Quarter; thence South 87 degrees 46 minutes 43 seconds West, along said south line a distance of 904.46 feet to the point of beginning.

EXHIBIT B
Legal Description of Permanent Easement

A 35.00 foot strip of land over that part of the Northeast Quarter of Section 23, Township 115, Range 23, Scott County, Minnesota, the centerline of which is described as follows:

Commencing at the northeast corner of Outlot F, HIGHVIEW PARK, according to the recorded plat thereof, said Scott County; thence South 88 degrees 55 minutes 19 seconds West, assumed bearing along the north line of said Outlot F, a distance of 696.58 feet to the point of beginning of the centerline to be described; thence North 12 degrees 33 minutes 22 seconds West, a distance of 361.78 feet; thence North 19 degrees 54 minutes 49 seconds East, a distance of 295.31 feet; thence North 00 degrees 46 minutes 46 seconds East, a distance of 350.94 feet; thence North 57 degrees 49 minutes 20 seconds East, a distance of 349.29 feet; thence North 56 degrees 02 minutes 59 seconds East, a distance of 350.63 feet; thence North 86 degrees 09 minutes 34 seconds East, a distance of 71.22 feet to a point hereinafter known as Point "A"; thence continuing North 86 degrees 09 minutes 34 seconds East, a distance of 320.32 feet; thence North 00 degrees 42 minutes 48 seconds East, a distance of 127.31 feet more or less to the north line of said Northeast Quarter and said centerline there terminating.

The sidelines of said easement are to be prolonged or shortened to terminate at said north line of Outlot F and said north line of the Northeast Quarter.

TOGETHER WITH

A 20.00 foot strip of land over that part of said Northeast Quarter, the centerline of which is described as follows:

Beginning at the aforementioned Point "A"; thence North 03 degrees 50 minutes 26 seconds West, a distance of 136.25 feet more or less to the north line of said Northeast Quarter and said centerline there terminating.

The sidelines of said easement are to be prolonged or shortened to terminate at said north line of the Northeast Quarter.

EXHIBIT C
Depiction of Permanent Easement Area

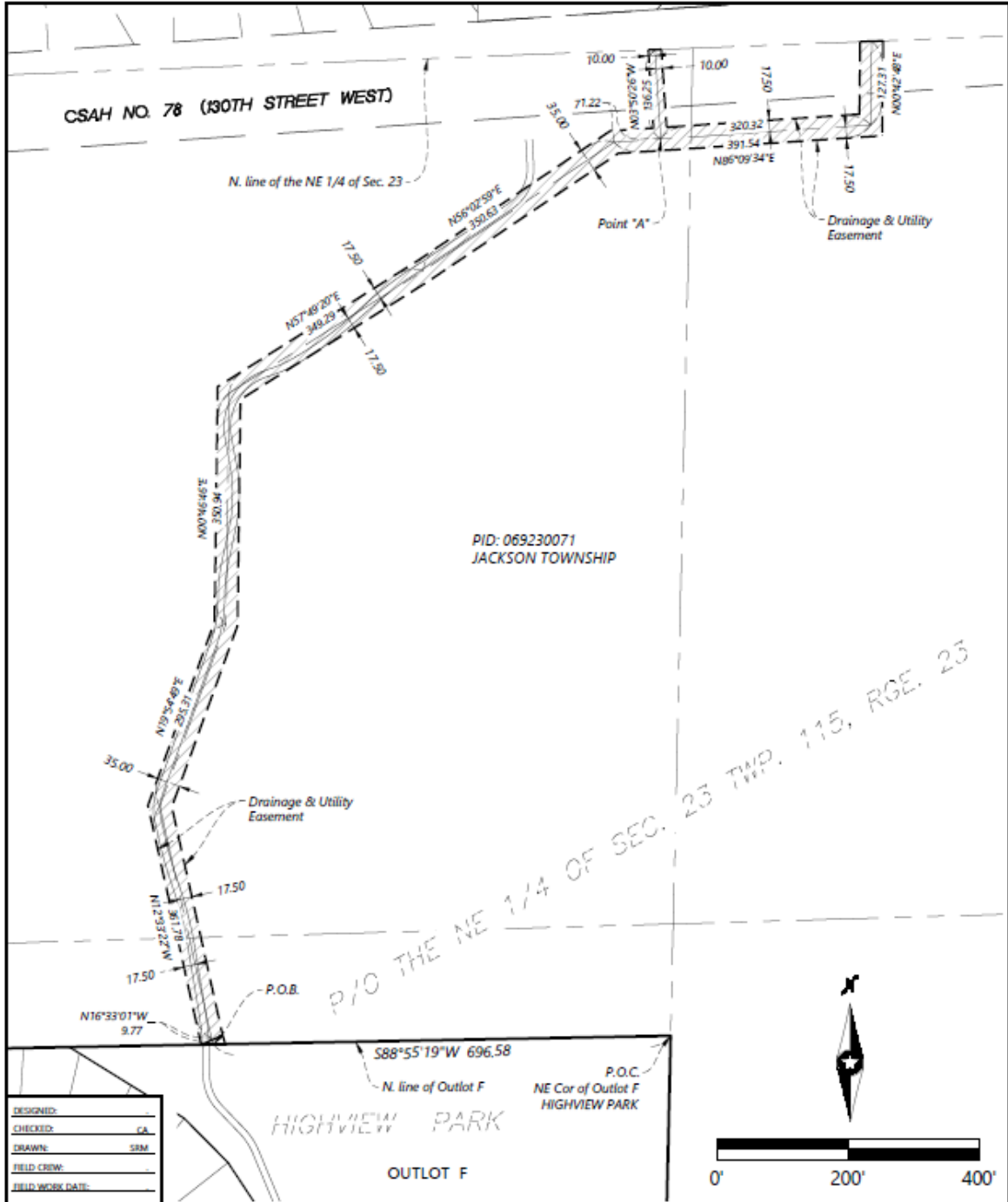


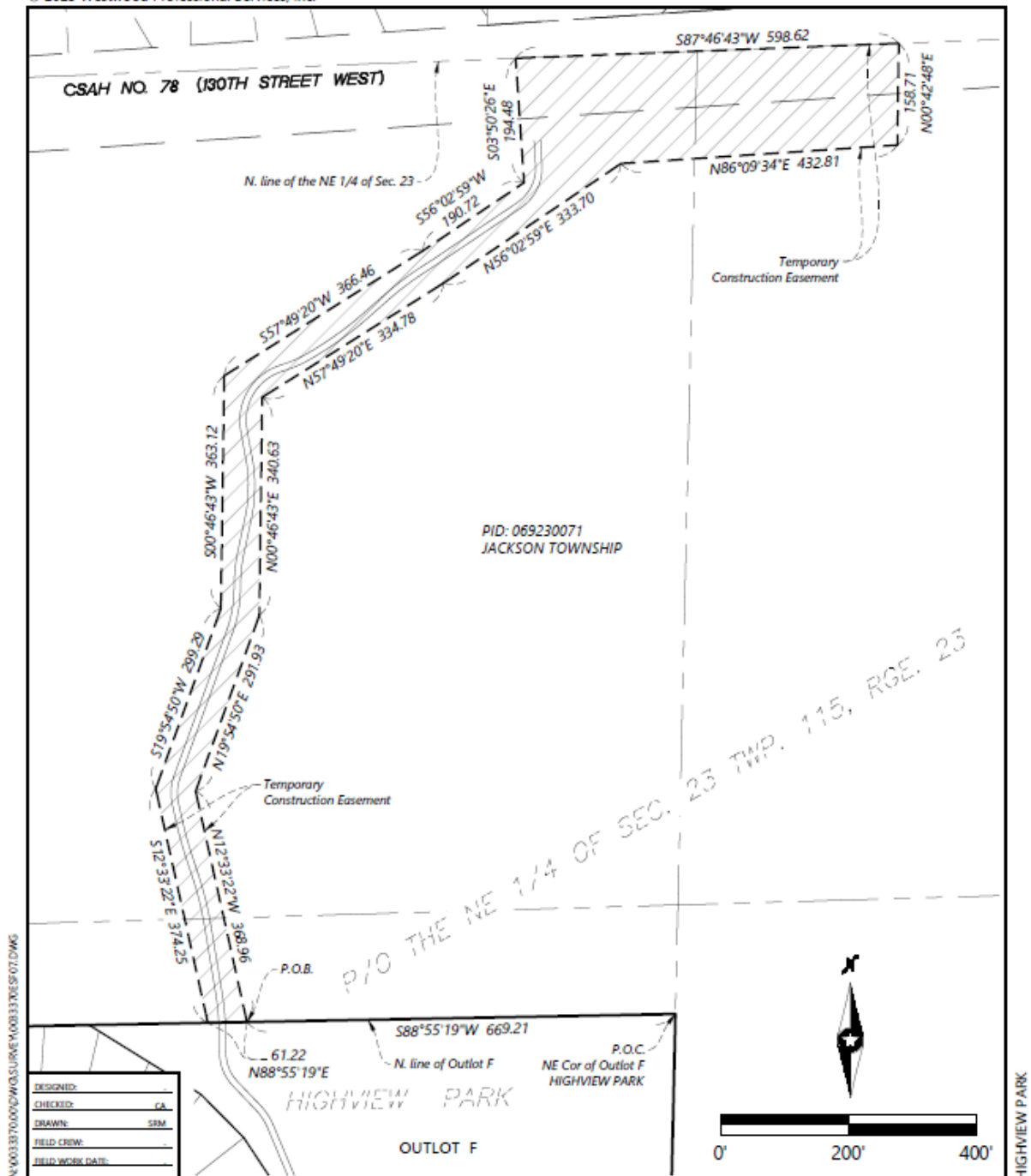
EXHIBIT D
Legal Description of Temporary Easement

That part of the Northeast Quarter of Section 23, Township 115, Range 23, Scott County, Minnesota, described as follows:

Commencing at the northeast corner of Outlot F, HIGHVIEW PARK, according to the recorded plat thereof, said Scott County; thence South 88 degrees 55 minutes 19 seconds West, assumed bearing along the north line of said Outlot F, a distance of 669.21 feet to the point of beginning; thence North 12 degrees 33 minutes 22 seconds West, a distance of 698.96 feet; thence North 19 degrees 54 minutes 50 seconds East, a distance of 291.93 feet; thence North 00 degrees 46 minutes 43 seconds East, a distance of 340.63 feet; thence North 57 degrees 49 minutes 20 seconds East, a distance of 334.78 feet; thence North 56 degrees 02 minutes 59 seconds East, a distance of 333.70 feet; thence North 86 degrees 09 minutes 34 seconds East, a distance of 432.81 feet; thence North 00 degrees 42 minutes 48 seconds East, a distance of 158.71 feet more or less to the north line of said Northeast Quarter; thence South 87 degrees 46 minutes 43 seconds West, along said north line a distance of 598.62 feet; thence South 03 degrees 50 minutes 26 seconds East, a distance of 194.48 feet; thence South 56 degrees 02 minutes 59 seconds West, a distance of 190.72 feet; thence South 57 degrees 49 minutes 20 seconds West, a distance of 366.46 feet; thence South 00 degrees 46 minutes 43 seconds West, a distance of 363.12 feet; thence South 19 degrees 54 minutes 50 seconds West, a distance of 299.29 feet; thence South 12 degrees 33 minutes 22 seconds East, a distance of 374.25 feet more or less to said north line of Outlot F; thence North 88 degrees 55 minutes 19 seconds East, along said north line a distance of 61.22 feet to the point of beginning.

EXHIBIT E Depiction of Temporary Easement Area

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HIGHVIEW PARK
SHAKOPEE, MINNESOTA

Westwood

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 Toll Free (888) 957-5150 westwoodps.com
 Westwood Professional Services, Inc.

**TEMPORARY
CONSTRUCTION
EASEMENT**

SHEET NUMBER:
 2 OF 2
 DATE: 09/20/2023

PROJECT NUMBER: 0033370.00

