

(Drainage and Utility)

EASEMENT

This Easement is made as of October 29 2020, by COUNTY OF SCOTT a Minnesota body politic and corporate, ("Owner") in favor of the CITY OF SHAKOPEE, a Minnesota municipal corporation (the "City").

RECITALS

WHEREAS, Owner is the fee owner of the real property described on Exhibit A (the "Property").

WHEREAS, Owner desires to grant to the City certain easements over a portion of the Property described on Exhibit B and depicted on Exhibit C (the "Easement Area").

TERMS OF EASEMENTS

1. Grant of Easements. For good and valuable consideration, receipt of which is acknowledged by Owner, Owner grants and conveys to the City a perpetual non-exclusive easement for drainage and utility purposes over the Easement Area for public drainage and utility related purposes subject to the terms and conditions hereof.

2. Scope of Easements. The perpetual drainage and utility easements granted herein include the right of the City, its contractors, agents, and employees to enter the Easement Area at all reasonable times for the purpose of installing, constructing, reconstructing, operating, maintaining, inspecting, altering and repairing within the described Easement Area any of the following facilities and amenities: storm sewer, sanitary sewer, water facilities, ground surface drainage ways and other public City owned utilities, in the described easement area. The easements granted herein also include the right to cut, trim, or remove from the Easement Area any trees, shrubs, or other vegetation as in the City's judgment unreasonably interfere with the easement or improvements of the City, provided however that City's actions may not unreasonably interfere with County's use of the property.

3. Environmental Matters. The City shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees, or losses resulting from any claims, actions, suites 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 area or Property prior to the date of this instrument.

4. Parking Lot. The City shall be solely responsible and liable for any costs, expenses, damages, demands, obligations, or losses, all of any kind whatsoever, including penalties and reasonable attorney's fees, associated with or resulting from any damages, claims, causes of actions, suits or proceedings for City's use of the Easement , including but not limited to, damage to structural support of the surface for Owner's reservation for its continued use as a parking lot.

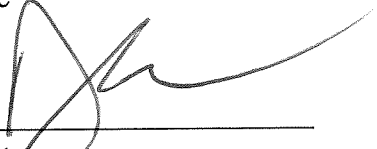
5. Maintenance. The City shall be responsible for the repair and restoration of any damage done to the Property or Easement Area caused by the City, its employees, agents or contractors.

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

IN WITNESS WHEREOF, Owner and the City have executed this Easement effective as of the date and year first above written.

OWNER:

COUNTY OF SCOTT , a Minnesota body politic and corporate

By: 

Name: David Beer

Title: Board Chair, Board of Commissioners

By: 

Name: Lezlie A. Vermillion

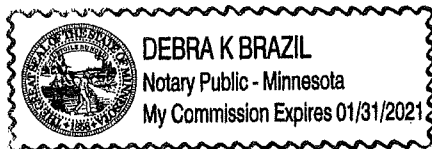
Title: Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF SCOTT)

The foregoing instrument was acknowledged before me on Nov 3, 2020, by Dave Beer, the Board Chair, Board of Commissioners and Lezlie A. Vermillion, the Administrator, of the COUNTY OF SCOTT, a body politic and corporate, on behalf of the corporation.



Notary Public



SIGNATURE PAGE TO EASEMENT (Drainage and Utility)

CITY OF SHAKOPEE, a Minnesota municipal corporation

By: _____

Name: Bill Mars

Title: Mayor

By: _____

Name: William H. Reynolds

Title: City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF SCOTT)

The foregoing instrument was acknowledged before me on _____, 2020, by Bill Mars, the Mayor, and by William H. Reynolds, the City Administrator, of the CITY OF SHAKOPEE, MINNESOTA, a Minnesota municipal corporation, on behalf of said municipal corporation.

Notary Public

EXHIBIT A

Legal Description of Property

Lot 1-10, Block 58, CITY OF SHAKOPEE, Section 1, Township 115, Range 23, Scott County, Minnesota, lying southerly of the south shore of the Minnesota River.

EXHIBIT B

Description of Easement Area

An easement for drainage and utility purposes over, under, and across part of Block 58, CITY OF SHAKOPEE, Section 1, Township 115, Range 23, Scott County, Minnesota, further described as follows:

A 55.00-foot easement across the above described property, the center line of said easement is described as follows:

Commencing at the southwest corner of said Block 58; thence North 80 degrees 08 minutes 43 seconds East, assigned bearing, along the south line of said Block 58, 27.50 feet to the point of beginning; thence North 09 degrees 53 minutes 48 seconds West, parallel to the west line of said Block 58, 168.56 feet and said center line there terminating.

Together with a 30.00-foot easement across the first above described property, the center line of said easement is described as follows:

Beginning at the terminus of the above described center line; thence North 53 degrees 26 minutes 24 seconds East 234.00 feet; thence North 09 degrees 12 minutes 48 seconds West 26.46 feet to the north line of said Block 58 and said center line there terminating.

EXHIBIT C

Depiction of Easement Area

[See attached]

EASEMENT AREA
BLOCK 58
CITY OF SHAKOPEE
SECTION 1, T115, R23
SCOTT COUNTY, MINNESOTA

DESCRIPTION OF EASEMENT AREA

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A 55.00 foot easement across the above described property, the center line of said easement is described as follows:

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Together with a 30.00 foot easement across the first above described property, the center line of said easement is described as follows:

Beginning at the terminus of the above described center line; thence North 53 degrees 26 minutes 24 seconds East 234.00 feet; thence North 09 degrees 12 minutes 48 seconds West 26.46 feet to the north line of said Block 58 and said center line there terminating.

SW CORNER BLOCK 10

NOT A BOUNDARY SURVEY. SUBDIVISION LINES ARE APPROXIMATE BASED ON GIS PARCEL DATA AND RECORD PLATS AND DO NOT REFLECT A FIELD SURVEY OR SUBDIVISION.

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE

PRINTED NAME PAUL R. TOKARCZYK

DATE 09/18/2020

REG. NO. 45025

BARR

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 www.barr.com

Scale	AS SHOWN
Date	08/07/2020
Drawn	PRT
Checked	SMK
Designed	JPP
Approved	PRT

REGIONAL BMP AT GOVERNMENT
 CENTER - LOT A, SHAKOPEE, MN

**EASEMENT
 AREA EXHIBIT**

BARR PROJECT No.

23/70-1091.00

CLIENT PROJECT No.

STORM-22-001

SHEET No.

EXHIBIT C

REV. No.

1

