

PUBLIC DRAINAGE AND UTILITY EASEMENT

THIS INSTRUMENT is made by Michael J. Bawek, Grantor, in favor of the CITY OF SHAKOPEE, a Minnesota municipal corporation, Grantee.

Recitals

A. Grantor is the fee owner of the following described property in Scott County, Minnesota (the "Property"):

All that part of Lots 1 and 2, Block 1, HUKRIEDE'S FIRST ADDITION, according to the plat thereof on file and of record in the office of the County Recorder, Scott County, Minnesota, lying west of the following described line:

Beginning at a point on the north line of said Lot 1, Block 1, HUKRIEDE'S FIRST ADDITION, distant 622.46 feet east of the northwest corner, said point being the southwest corner of Lot 13, Block 2, VALLEY CREEK CROSSING SECOND ADDITION, according to the record plat thereof; thence southerly to a point on the south line of said HUKRIEDE'S FIRST ADDITION, distance 615.90 feet east of the southwest corner thereof and said line there terminating.

B. Grantor desires to grant to the Grantee an easement, according to the terms and conditions contained herein.

Terms of Easement

1. Grant of Easement. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor grants and conveys to the Grantee the following easement:

A perpetual, non-exclusive easement for utility and drainage purposes over, under, across and through that part of the Property described as follows:

The west 15.00 feet of the east 75.00 feet of the following described property:

That part of Lots 1 and 2, Block 1, HUKRIEDE'S FIRST ADDITION, according to the record plat thereof, on file in the Office of the County Recorder, Scott County, Minnesota, lying west of the following described line:

Beginning at a point on the north line of said Lot 1, Block 1, HUKRIEDE'S FIRST ADDITION, distant 622.46 feet east of the northwest corner, said point being the southwest corner of Lot 13, Block 2, VALLEY CREEK CROSSING SECOND ADDITION, according to the record plat thereof; thence southerly to a point on the south line of said HUKRIEDE'S FIRST ADDITION, distant 615.90 feet east of the southwest corner thereof and said line there terminating.

2. Scope of Easement. The perpetual utility and drainage easement granted herein includes the right of the Grantee, its contractors, agents, officials 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 storm sewer, sanitary sewer and water facilities, ground surface drainage ways, or other public facilities or improvements of any type that are not inconsistent with utility and drainage use.

The easement granted herein also stipulates that the Grantee, its successors and assigns shall work with the property owner to ensure minimal impacts to the existing fencing and/or landscaping in conjunction with utility work. This may include boring under the existing fence, removing sections of fence during utility work and replacing said fence sections upon completion of utility work, and place utilities such that they avoid as best possible any existing fencing and/or landscaping in this easement. Should any existing fencing and/or landscaping be unreasonably damaged, injured or destroyed by said utility work, the parties involved shall work with the property owner to replace with in kind fencing and/or landscaping. This easement will allow the cutting and trimming of vegetation that in the Grantee's judgment unreasonably interfere with the easement or facilities of the Grantee, its successors or assigns.

The existing fence located within the easement granted herein is allowed to remain.

3. Warranty of Title. The Grantor warrants that he is the owner of the Property and has the right, title and capacity to convey to the Grantee the easement herein.

4. Environmental Matters. The Grantee 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 relate to, the easement area or Property prior to the date of this instrument.

5. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on the Grantors, his/her successors and assigns.

STATE DEED TAX DUE HEREON: NONE

Dated this ____ day of _____, 2017.

By: _____
Michael J. Bawek

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by Michael J. Bawek, Grantor.

Notary Public

NOTARY STAMP OR SEAL

THIS INSTRUMENT DRAFTED BY:

Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402