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ATI Title Company
2550 University Avenue West
St. Paul, Minnesota 55114-1052
1/28/93

CITY OF SHAKOPEE

- E A S E M E N T -

T-61764

THIS INDENTURE, made this 13TH day of November, 1992, between Norwest Bank Minnesota, National Association, County of Scott, hereinafter referred to as the Grantor, and the City of Shakopee, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City".

WITNESSETH:

That the said Grantor, in consideration of One (\$1.00) Dollar and other good and valuable consideration to it in hand paid by said City, the receipt and sufficiency of which is hereby acknowledged, does hereby Grant, Convey and Warrant unto the City, its successors and assigns, forever, the temporary right, privilege and easement for the purpose of gaining public access to or from 1st Avenue from or to the existing sixteen (16) foot by three hundred (300) foot dedicated alley which runs between Market Street on the West and Minnesota Street on the east in Block 7, East Shakopee Plat, over and through lands situated in the County of Scott and State of Minnesota, to the extent and as described as follows:

Temporary Public Access Easement

A temporary easement for public access purposes over and across the westerly twenty (20.00) feet of the easterly thirty-two (32.00) feet of Lot 8, Block 7, East Shakopee Plat, according to the recorded plat thereof.

To have and to hold unto the said City, its successors and assigns until the earlier to occur of such time as the entire said existing alley is vacated, or until Grantor's lessee's interest ceases as to Lots Three (3) through Five (5) inclusive, Block 7, East Shakopee Plat. Grantor further agrees that during the period of this temporary easement Grantor shall be responsible for maintenance of said temporary public access easement as well as for that portion of the said alley that is located on and along Lots Three (3) and Eight (8), Block 7, East Shakopee Plat.

And the said Grantor for its successors and assigns, does covenant with the City, its successors and assigns, that it is well seized in the lands and premises aforesaid and has good right to Grant, Convey, and Warrant the easement herein to said City.

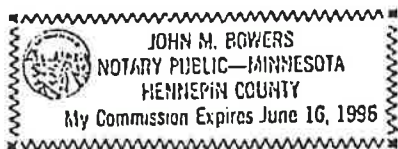
IN TESTIMONY WHEREOF, said Grantor hereunto sets its hand and caused this agreement to be executed as of the day and year first written above.

NORWEST BANK MINNESOTA, NATIONAL ASSOCIATION

BY: Harold P. Reilly
Its: VP

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 21st day of January, 1993 by Harold P. Rishay the Vice President of Norwest Bank Minnesota, National Association, a national banking association under the laws of the United States of America, on behalf of the national banking association.



[Signature]
Notary

This instrument was drafted by:

Norwest Corporation
Norwest Center
Sixth Street and Marquette Avenue
Minneapolis, MN 55479

Document No. 61764 File 2346
Volume 20 Page 167 Certificate 5270
Office of Registrar of Titles
Scott County, Minnesota
I hereby certify that the within instrument
was filed in this office for record on
the 2 day of Feb AD
1993 at 8:00 o'clock PM
Paul Wermerske
Registrar of Titles
By [Signature] Deputy

Doc. No. A 451004

OFFICE OF THE COUNTY RECORDER
SCOTT COUNTY, MINNESOTA

Certified Filed and/or Recorded on

07-13-1999 at 02:45 [] AM [X] PM

Pat Boeckman, County Recorder 04
by SMB, Deputy Fee: \$19.50

Doc. No. T1053. File 2346

Vol. 20 Page 167 Cert. 5770

OFFICE OF THE REGISTRAR OF TITLES
SCOTT COUNTY, MINNESOTA

Certified Filed on

07-13-1999 at 02:45 [] AM [X] PM

Pat Boeckman, Registrar of Titles 04
by BW, Deputy Fee: \$20.00 B

X City of Shakopee

AGREEMENT RE USE OF ALLEY

This Agreement, made and entered into this 12th day of July, 1999, by and between the City of Shakopee ("City") and Norwest Bank Minnesota, National Association, a national banking association ("Norwest").

RECITALS:

- A. Norwest owns the following described property:

Lots 6, 7 and 8, Block 7, East Shakopee Plat, Scott County, Minnesota ("Property").
- B. Norwest desires to use the alley located adjacent to its Property as depicted in the recorded plat for the Property.
- C. By an agreement dated November 13, 1992, the City authorized Norwest to use the alley subject to certain conditions.
- D. The 1992 agreement could not be recorded with the registrar of titles.
- E. Norwest and the City desire to enter into this new agreement that may be recorded against the Property.
- F. Norwest currently leases adjacent property by a lease dated May 12, 1992 ("Lease"). The term of the lease expires on March 31, 2002.
- G. Norwest previously conveyed and quit claimed to the City a temporary public access easement recorded as Document No. 61764 as follows:

A temporary easement for public access purposes over and across the westerly twenty (20) feet of the easterly thirty-two (32) feet of Lot 8, Block 7, East Shakopee Plat, according to the recorded plat thereof.

NOW, THEREFORE, the City and Norwest agree as follows:

1. The City agrees to close the alley adjacent to the Property to public access. This access and alley shall be reopened by the City for public use upon termination of the Lease. Norwest shall notify the City at least 60 days prior to the termination or expiration of the lease.

2. Within 90 days after termination or expiration of the Lease, Norwest shall provide a total of 25 parking spaces on the Property. Norwest shall demolish or remove the canopy structure on its Property if necessary to obtain room in which to provide this required number of parking spaces. In the event that the zoning ordinance requires a lesser number of parking spaces at the time the Lease terminates or expires, Norwest may install only the number then required. Norwest will, at its sole cost and expense, within 90 days after termination of the Lease, remove all structures, improvements, paving, and any other item installed, constructed, or located in or on the alley. Norwest agrees to restore the alley to a condition reasonably acceptable to the City.

3. Norwest shall be responsible for the maintenance of the public access easement described in paragraph G of this Agreement and shall also maintain that portion of public alley located between Lots 3 and 8, which has not been closed

4. This agreement is binding on, and inures to the benefit of, the heirs, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date first written above.

CITY OF SHAKOPEE

By [Signature]
Acting Mayor

By [Signature]
Its City Administrator

By [Signature]
Its City Clerk

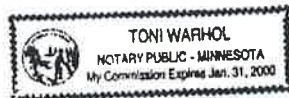
NORWEST BANK MINNESOTA,
NATIONAL ASSOCIATION

By _____
Its _____

ACKNOWLEDGEMENTS

STATE OF MINNESOTA)
) SS.
COUNTY OF SCOTT)

The foregoing instrument was acknowledged before me this 12th day of July, 1999
by Jan Buckle, Mark McNeill, and Judith Cox, the Mayor, City Administrator and City Clerk of the
City of Shakopee, Minnesota, on behalf of the City.



Toni Warhol
Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 1999
by _____, the _____ of Norwest Bank Minnesota, National
Association, a national banking association under the laws of Minnesota, on behalf of said association.

Notary Public

This Instrument Drafted By:
Jim Thomson
Kennedy & Graven
470 Pillsbury Center
Minneapolis MN 55402

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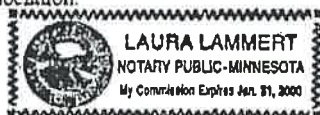
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STATE OF MINNESOTA)
COUNTY OF SCOTT) SS.

Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 13th day of July, 1999 by Patrick Donovan, the President of Norwest Bank Minnesota, National Association, a national banking association under the laws of Minnesota, on behalf of said association.



James L. Barrett
Notary Public

This Instrument Drafted By:
Jim Thomson
Kennedy & Graven
470 Pillsbury Center
Minneapolis MN 55402