

Doc. No. A 790197

OFFICE OF THE COUNTY RECORDER
SCOTT COUNTY, MINNESOTA

Certified Filed and/or Recorded on

12-20-2007 at 02:15 Receipt: 677073

Pat Boeckman, County Recorder 01

Fee: \$ 46.00

Doc. No. T 187991

Vol. 139 Page 221 Cert. 45268

OFFICE OF THE REGISTRAR OF TITLES
SCOTT COUNTY, MINNESOTA

Certified Filed on 12-20-2007 at 02:15

Pat Boeckman, Registrar of Titles 01

Fee: \$ 46.00

X City of Shakopee

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is made as of this 30 day of November 2007, by and between Minnesota Corn Growers Association, a Minnesota non-profit corporation ("MCGA"), the City of Shakopee, a Minnesota municipal corporation ("City") and Paul R. Werner and Teresa L. Werner, husband and wife ("Werners").

WHEREAS, MCGA owns property in the City of Shakopee, County of Scott, that was legally described as:

Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 7, East Shakopee, County of Scott, State of Minnesota; and

WHEREAS, MCGA consolidated Lots 1 through 8, Block 7, East Shakopee by platting them into one lot, which is legally described as:

Lot 1, Block 1, Minnesota Corn Growers, County of Scott, State of Minnesota

("MCGA Property"); and

WHEREAS, prior to platting, the MCGA Property was divided by an alley/public right-of-way that ran east/west through the entire block, which included the MCGA Property and Lots 9 and 10, Block 7, which are not owned by the MCGA; and

WHEREAS, the MCGA requested that the City vacate the easterly 180 feet of the alley/public right-of-way so that it no longer runs through the MCGA Property, but would still abut Lots 9 and 10 of Block 7; and

WHEREAS, the Werners own Lot 9, Block 7, East Shakopee ("Werner Property"); and

WHEREAS, because the alley/public right-of-way will no longer run through the entire block, the Werners and the City requested that MCGA allow snow plows and other vehicles accessing the alley behind Lot 9, Block 7 to travel through the MCGA Property so that they do not need to turn around or back out of the alley; and

WHEREAS, MCGA has agreed to grant the City and the Werners a perpetual easement to allow vehicles accessing the alley/public right-of-way abutting Lots 9 and 10, Block 7 to travel through the MCGA Property; and

WHEREAS, the City approved the vacation of the easterly 180 feet of the alley/public right-of-way, subject to the MCGA executing this Agreement; and

NOW, THEREFORE, in consideration of one and no/100 dollars (\$1.00), the conditions, covenants and mutual agreements hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged by MCGA, the parties agree as follows:

1. **PERPETUAL ACCESS EASEMENT.** MCGA agrees to allow the City and the Werners ingress and egress over driveways and parking areas on the MCGA's Property, as those areas may exist from time to time, as necessary to access the alley/public right-of-way abutting the Werner Property.
2. **NONDISTURBANCE.** In the City and the Werners' use of this perpetual access easement, the City and the Werners agree not to unreasonably disturb the MCGA's use of the MCGA Property.
3. **INDEMNITY.** The City and the Werners, and their successors or assigns, shall defend, indemnify and save harmless MCGA, its officers, agents and employees, against all suits, demands, causes of action, liabilities, or claims thereof for injury or damages of whatever nature, including death, or damage to property arising out of or related to any activity of the City or the Werners, their agents, employees, licensees or contractors within the easement area. MCGA, its successors or assigns, shall defend, indemnify and save harmless the City and the Werners, their officials, agents and employees, against all suits, demands, causes of action, liabilities or claims thereof for injury or damages of whatever nature, including death or damage to property arising out of or related to any activity of MCGA, its agents, employees, licensees or contractors, their agents or employees within the easement area. The Werners, their successors or assigns, shall defend, indemnify and save harmless the City, its officials, agents and employees, against all suits, demands, causes of action, liabilities, or claims thereof for injury or damages of whatever nature, including death, or damage to property arising out of or related to any activity of the Werners, their agents, licensees or contractors within the easement area.
4. **MCGA'S USE.** MCGA reserves to itself the right to use the land included within the easement area (including without limitation, parking of vehicles on the surface thereof), subject to all governmental rules and regulations, and provided that such use will not prevent reasonable ingress and egress by vehicles to the alley/public-right-of-way. It is also understood and agreed

between the parties that no building or structure or other object shall be placed by MCGA, its successors or assigns on the MCGA Property that would interfere with or block vehicle access to the alley/public right-of-way. However, MCGA reserves the right to locate or relocate its driveways and parking areas on the MCGA Property as the MCGA determines in its sole discretion. MCGA also reserves the right to erect buildings or structures on the MCGA Property, so long as vehicles are left with a reasonable means of access to the alley/public right-of-way abutting the Werner Property. The City and the Werners specifically agree that, subject to all governmental rules and regulations, MCGA retains the right to cross and recross the easement area with other utility lines, pipes, wires and easements, parking and access easements and that the MCGA may install paving, curb and gutter, traffic direction signs, and landscaping on the easement area which are not inconsistent with the grant of this perpetual easement.

5. **NOTICES.** Notices in demand required or permitted to be given hereunder shall be given by certified mail, return receipt requested, or by a national overnight express service such as FedEx.

In the case of MCGA: Minnesota Corn Growers Association
Attn: Bruce Starkman
738 1st Avenue East
Shakopee, MN 55379

In the case of the Werners: Paul R. and Teresa L. Werner
714 1st Avenue East
Shakopee, MN 55379

In the case of the City: City of Shakopee
Attn: _____
129 South Holmes Street
Shakopee, MN 55379

6. **RECORDING.** The Agreement shall be recorded in the records of Scott County, Minnesota.

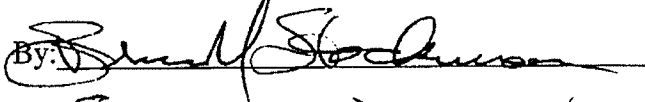
7. **GOVERNING LAWS.** The laws of the state of Minnesota shall apply to the Agreement.

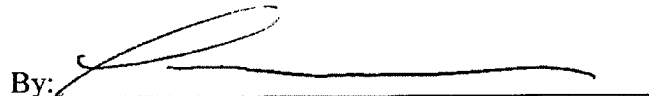
8. **SEVERABILITY.** If any term, provision or condition contained in the Agreement shall, to any extent, be invalid or unenforceable, the remainder of the Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

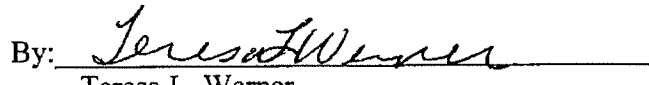
9. **BINDING ON FUTURE PARTIES.** The easement herein shall run with the land and shall inure to the benefit of and be binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

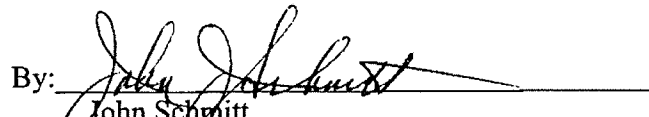
MINNESOTA CORN GROWERS ASSOCIATION

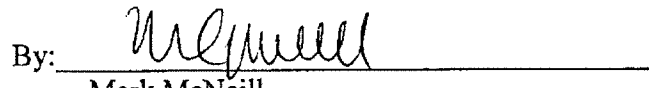
By: 
Its: Executive Director

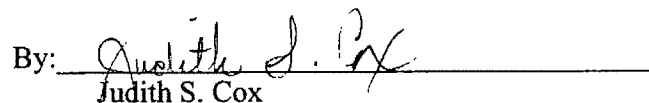
By: 
Paul R. Werner

By: 
Teresa L. Werner

CITY OF SHAKOPEE

By: 
John Schmitt
Its: Mayor

By: 
Mark McNeill
Its: City Administrator

By: 
Judith S. Cox
Its: City Clerk

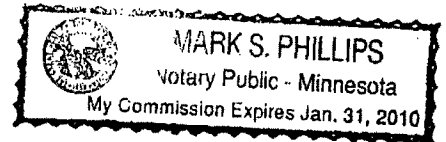
ACKNOWLEDGMENTS

STATE OF MINNESOTA } ss.:
COUNTY OF Hennepin }

The foregoing instrument was acknowledged before me this 30th day of November, 2007 by Bruce Stockman, the Executive Director of Minnesota Corn Growers Association, a Minnesota non-profit corporation, by and on behalf of the corporation.

Mark S. Phillips
Notary Public

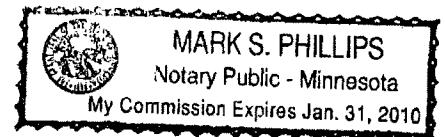
STATE OF MINNESOTA } ss.:
COUNTY OF _____ }



The foregoing instrument was acknowledged before me this 3rd day of November, 2007 by Paul R. Werner and Teresa L. Werner, husband and wife.

Mark S. Phillips
Notary Public

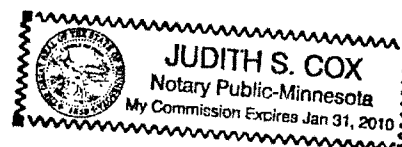
STATE OF MINNESOTA } ss.:
COUNTY OF SCOTT }



The foregoing instrument was acknowledged before me this 18th day of December, 2007 by John Schmitt, Mark McNeill ~~and Judith S. Cox~~, the Mayor, City Administrator ~~and City Clerk~~, respectively, of the City of Shakopee, Minnesota, on behalf of the City.

Judith S. Cox
Notary Public

This document was drafted by:
Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
(612) 337-9300



STATE OF MINNESOTA)
) SS
COUNTY OF SCOTT)

The foregoing instrument was acknowledged before me this 19th day of December, 2007 by Judith S. Cox, City Clerk of the City of Shakopee, Minnesota, on behalf of said City.

Jeanette M. Shaner
Notary Public

