

Doc. No. A 617938

OFFICE OF THE COUNTY RECORDER
SCOTT COUNTY, MINNESOTA

Certified Filed and/or Recorded on

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Pat Boeckman, County Recorder 01

Fee: \$20.00

x Dale Dahlke (pd)
x x City of Shakopee (return to)

CONSERVATION EASEMENT

THIS INSTRUMENT is made by Associated Capital Corporation, Grantor, in favor of the City of Shakopee ("City"), a Minnesota municipal corporation.

Recitals

A. Grantor is the fee owner of property ("the Property") located in Scott County, Minnesota and legally described as follows:

The Northeast Quarter of the Southwest Quarter of Section 18, Township 115, Range 22, Scott County, Minnesota

B. Grantor desires to grant to the City 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 City the following easement:

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

An Easement for Conservation purposes over and across that part of the Northeast Quarter of the Southwest Quarter of Section 18, Township 115, Range 22, Scott County, Minnesota, described as follows:

Commencing at the Southeast corner of said NE1/4 of the SW1/4; thence S 87° 03'12" W, along said south line of said NE1/4 of the SW1/4 a distance of 240.12 feet to the point

of beginning of the easement to be described; thence continuing S 87°03'12" W, along said south line a distance of 84.42 feet; thence N 3° 05'33" E, a distance of 268.46 feet; thence N 25° 27' 02" E, a distance of 379.37 feet; thence N 00° 42'01" E, a distance of 149.06 feet; thence S 86° 58'38" E, a distance of 79.07 feet; thence S 15° 08'18" E, a distance of 84.54 feet; thence S 2° 47' 17" E, a distance of 138.32 feet; thence S 27° 32' 05" W, a distance of 251.83 feet; thence S 15° 39'37" W, a distance of 319.97 feet to the point of beginning.

(the "Easement Area").

2. Scope of Easement. Grantor, for itself, its successors and assigns, declares and agrees that the following prohibitions shall continue in perpetuity in the Easement Area:

- a. Constructing, installing or maintaining anything made by man.
- b. Cutting or removing trees or other vegetation. Notwithstanding the foregoing, trimming trees and vegetation to maintain their health, removing dead or diseased trees and vegetation and removing selected trees and vegetation to allow sunlight to penetrate to limited parts of the Easement Area, or to remove invasive plants such as buckthorn may be permitted, but only when approved by the City.
- c. Excavating or filling within the Easement Area.
- d. Applying chemicals for destruction or retardation of vegetation, unless first approved by the City.
- e. Depositing of waste or debris.
- f. Applying herbicides, pesticides and insecticides.
- g. Applying fertilizers.
- h. Conducting activities detrimental to the preservation of the scenic beauty, vegetation and wildlife in the Easement Area.
- i. Removing, damaging, destroying or defacing any monuments or markers placed to delineate the Easement Area.
- j. Plastic, concrete, metal and painted materials may not be used to stabilize the creek bed or bank. Only natural vegetation or rock may be used for such purposes.

3. Grantor, for itself, its successors and assigns, grants to the City the affirmative right, but not the obligation, to do the following in the Easement Area:

- a. Enhance the slope, trees, vegetation and natural habitat at no cost to the Grantor.

- b. Enter upon the Easement Area at any time to enforce compliance with the terms of this Conservation Easement.
- c. Take such other action as the City deems necessary or advisable in its sole discretion to enforce compliance with the terms of this Conservation Easement.
- d. Install and maintain monuments or markers delineating the Easement Area.

4. Warranty of Title. The Grantor warrants that it is the owner of the Property as described above and has the right, title and capacity to convey to the City the Conservation Easement herein.

5. 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, 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.

6. Binding Effect; Enforceability. The terms and conditions of this instrument shall run with the land and be binding on the Grantors, and Grantor's heirs, successors and assigns. This Conservation Easement is enforceable by the City of Shakopee acting through its City Council.

STATE DEED TAX DUE HEREON: NONE

Dated this 7th day of August, 2003.

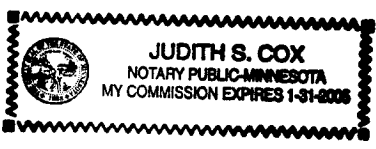
GRANTOR
 By Dale F. Dahlke - Assoc. Capital
 Its Vice Pres.
 By _____
 Its _____

STATE OF MINNESOTA)
) SS.
 COUNTY OF Scott)

The foregoing instrument was acknowledged before me this 7th day of August, 2003, by Dale F. Dahlke and _____, the Vice President and _____ of Associated Capital, a Minnesota corporation, on behalf of the company, Grantor.

Judith S. Cox
 Notary Public

NOTARY STAMP OR SEAL



THIS INSTRUMENT DRAFTED BY:
Kennedy & Graven, Chartered
200 South Sixth Street
470 Pillsbury Center
Minneapolis, MN 55402

