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OFFICE OF THE COUNTY RECORDER
SCOTT COUNTY, MINNESOTA

Certified Filed and/or Recorded on

06-03-2004 at 02:30 Receipt: 384736

Pat Boeckman, County Recorder 01

Fee: \$20.00



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OFFICE OF THE REGISTRAR OF TITLES
SCOTT COUNTY, MINNESOTA

Certified Filed on 06-03-2004 at 02:30

Pat Boeckman, Registrar of Titles 01

Fee: \$20.00

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DEAN LAKES FIRST ADDITION

CONSERVATION EASEMENT

*Return to
X City of Shakopee*

CONSERVATION EASEMENT

THIS EASEMENT AGREEMENT is made this 9th day of December, 2003 by and between Ryan Companies US, Inc., a Minnesota corporation, hereinafter referred to as "Grantor," and the City of Shakopee, a Minnesota municipal corporation, hereinafter referred to as "City."

RECITALS

- A. Grantor is the fee owner of land located in Scott County, Minnesota, legally described in attached **Exhibit A** (the "Property").
- B. The City has requested that Grantor grant to the City an easement for conservation and preservation of the terrain and vegetation, and to prohibit certain destructive acts thereon (the "Conservation Easement"), over that portion of the Property legally described in attached **Exhibit B** (the "Easement Area"), which is shown on the site plan attached to this Agreement as **Exhibit C**.
- C. Grantor is willing to grant the Conservation Easement in accordance with the terms of this Agreement.

PROVISIONS

In consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. Grantor hereby grants to the City and its successors and assigns the Conservation Easement in, under, on, and over the Easement Area, and the City hereby accepts such dedication.
2. The following terms and conditions shall apply to the Easement Area:
 - a. The Easement Area shall be preserved predominantly in its natural condition, except to the extent set forth below.
 - b. Grantor shall restore and manage the Easement Area in a manner substantially consistent with the Ecological Restoration and Management Plan, Dean Lakes, Shakopee, Minnesota dated November, 2003, prepared by Applied Ecological Services (the "Restoration Plan"), a copy of which Restoration Plan is on file with the City. Upon completion of the initial restoration activities, the Easement Area shall be maintained by the Dean Lakes Association for public use pursuant to the terms of a Declaration approved by the City, to be recorded with the Scott County Recorder (the "Declaration"). If there are any inconsistencies or conflicts between the terms of this Conservation Easement and those of the Restoration Plan, the Restoration Plan shall prevail.

- c. Grantor shall install trails within the Easement Area as and to the extent depicted on **Exhibit C**.
 - d. Grantor shall not place or permit others to place any building, road, sign (other than entry monument signs), billboard, utility, or other structures in the Easement Area without the prior written consent of the City.
 - e. Grantor shall not place or permit others to place any trash, waste, or other offensive material, upon or within the Easement Area without the prior written consent of the City.
 - f. Except to the extent approved by the City Engineer for stormwater management and for wetlands creation and mitigation, Grantor shall not change or permit others to change the general topography of the Easement Area landscape, including, but not limited, to excavation, dredging, movement, and removal or placement of soil within the Easement Area without the prior written consent of the City.
 - g. The public may use the Conservation Area in accordance with the terms of this Agreement and the Declaration, subject to the ordinances of the City, and the rules and regulations of the Dean Lakes Association so long as such rules and regulations are consistent with the City's policies and ordinances applicable to similar public open space within the City.
 - h. The City reserves the right to install and maintain at its own expense amenities in the Easement Area that enhance or promote the educational or ecological features in the Easement Area. Nothing in this paragraph, however, is intended to limit or restrict Grantor's obligations under this Conservation Easement, the Declaration, the Restoration Plan, or the Trail Easement that Grantor will be conveying to the City.
3. With respect to the Easement Area, Grantor makes the following representations to the City:
- a. At the time of dedicating the Conservation Easement to the City, Grantor believed in good faith that it owned fee simple title to the Easement Area subject only to the Permitted Encumbrances.
 - b. Grantor has not used, employed, deposited, stored, disposed of, placed or otherwise knowingly allowed to come in or on the Easement Area, any hazardous substance, hazardous waste, pollutant, or contaminant, including, but not limited to, those defined in or pursuant to 42 U.S.C. § 9601, et. seq., or Minn. Stat., Sec. 115B.01, et. seq. (such substances, wastes, pollutants, and contaminants hereafter referred to as "**Hazardous Substances**").

EXHIBIT A

Legal Description of the Property

Dean Lakes First Addition, according to the recorded plat thereof, Scott County, Minnesota.

EXHIBIT B

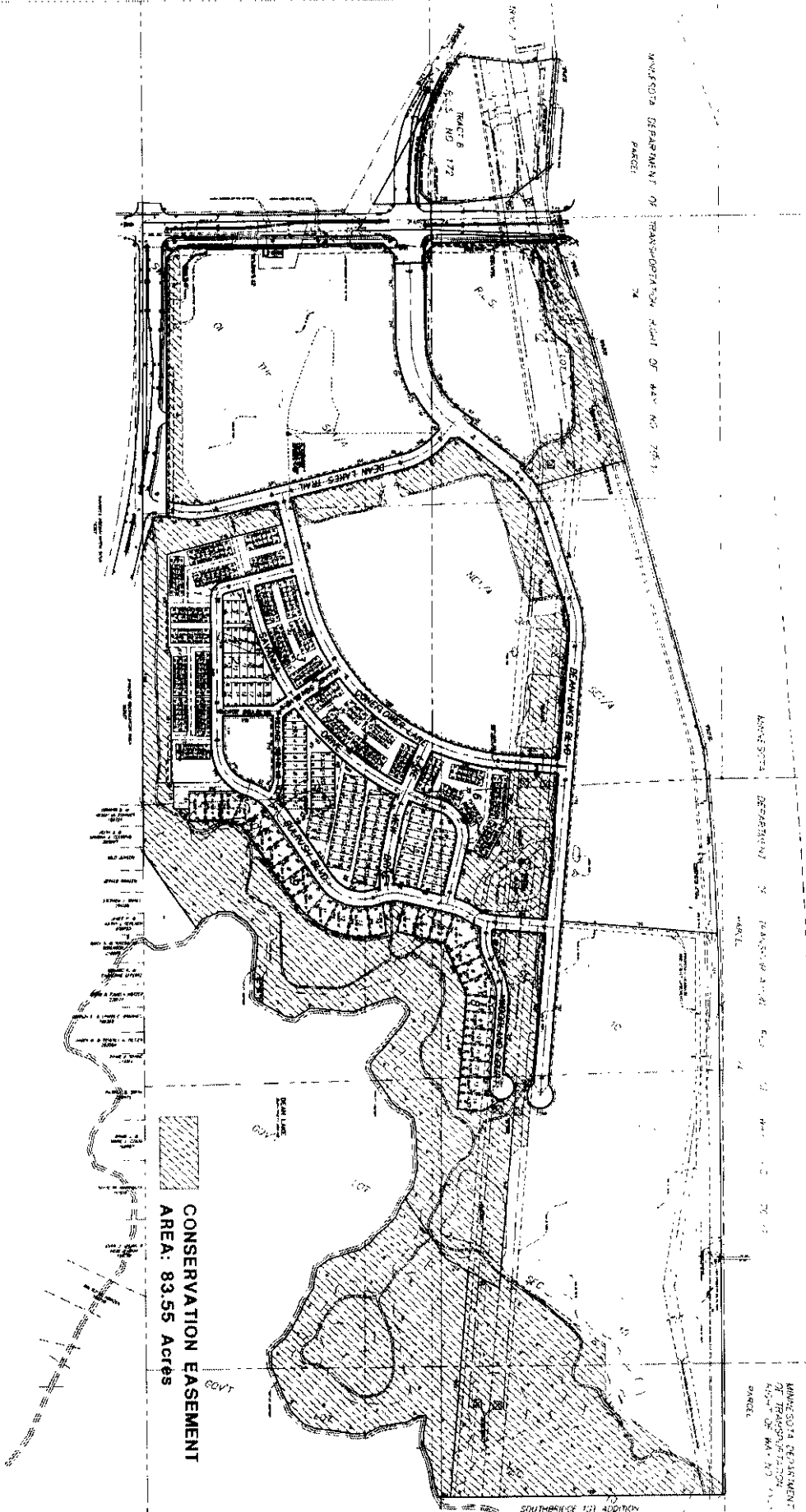
Legal Description of Easement Area

Outlots B, E, F, G, I, K, L, M and O, Dean Lakes First Addition, Scott County, Minnesota.

EXHIBIT C

Site Plan of the Property Showing the Easement Area and Trails

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Dean Lakes Conservation Easement

Shakopee, Minnesota