



X Pd by Matthew Weiland
XX Return to City of Shakopee

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT ("Easement") is made of this 8th day of October, 2003 by Tollefson Development, Inc., a Minnesota corporation ("Grantor").

RECITALS

- A. Grantor is the owner of that certain real property lying and being within the County of Scott, State of Minnesota legally described on attached Exhibit A (the "Property"); and
- B. The City of Shakopee, Minnesota ("Grantee") is a Minnesota municipal corporation.
- C. Grantor desires and intends to grant and convey to Grantee, a conservation easement for the purposes set forth in this instrument, all as more fully set forth herein.

WITNESSETH

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Grantor hereby grants to Grantee a non-exclusive conservation Easement over, under and across that portion of Grantor's Property legally described on attached Exhibit B (the "Easement") on the terms and conditions set forth herein. The Easement are depicted by a sketch attached hereto as Exhibit C. Exhibit C is for illustrative purposes only, and the legal description of the Easement contained in Exhibit B shall control.

Section 1. Conservation Easement.

1.1 Grant. Grantor herewith grants to Grantee a conservation easement for the purposes, and subject to the terms herein specified, over and upon the Easement areas legally described in Exhibit B.

1.2 Purpose. The purpose of the Easement is to establish and maintain thereon natural wooded areas and to assure that the Easement area shall, at all times hereafter, remain in its current undisturbed condition, constitute scenic surroundings, and constitute a suitable habitat for forest vegetation and/or wildlife. This Conservation Easement shall in no way be construed so as to grant to the public any rights to use or improve the Easement area for any other public or private purpose.

1.3 Building Restrictions. No buildings or other structures of any kind, and no fences, roads, signs, poles, no wires, or other material of any kind shall be erected, installed, constructed, placed, or allowed to be erected, installed, constructed or placed on or within all or any portion of the Easement.

1.4 Restriction on Removal of Vegetation. No trees, shrubs, or other vegetation shall be removed from the Easement except for noxious weeds or for purposes of tree disease control by, or as directed by, a governmental agency.

1.5 Storage Restrictions. No storage of any manmade objects, and no soil, trash, waste, or other materials or substances of any kind shall be dumped or placed, or allowed to be dumped or placed, as fill or for any other purpose, upon any portion of the Easement.

1.6 Excavation Restriction. No soil or other material or substance shall be excavated, dredged, or removed from any part of the Easement.

1.7 General/Environmental Restrictions. No activities detrimental to the scenic beauty, soil conservation or wildlife and vegetative habit preservation of the Easement areas, and no other activities detrimental to the preservation of the said area, shall be conducted or permitted on all or any part of the Easement. No fertilizers, whether natural or chemical, no pesticides, herbicides, or insecticide may be sprayed or applied to the Easement except by, or as directed by, a governmental agency. No surface use shall be made of all or any part of the Easement which is detrimental to the preservation of its scenic beauty or its habitat for vegetation and/or wildlife.

2. Maintenance. Grantor herewith grants to Grantee, its agents and employees the right, but not the obligation, to preserve, improve and enhance the trees, vegetation, and natural habitat within the Easement by means and methods Grantee deems appropriate, including planting trees or other vegetation, and to enter upon the Easement at anytime to enforce compliance with the terms of this instrument.

3. Enforcement.

3.1 By Public Authorities. This Conservation Easement may be enforced, at law or in equity, by Grantee, acting through its City Council.

3.2 By Private Parties. Any person owning any portion of the Property, or possessing any rights hereunder, shall have the right to seek from any court of competent jurisdiction, equitable or provisional remedies including, but not necessarily limited to, temporary restraining orders, temporary injunctions, and the like.

4. Miscellaneous.

4.1 Severability. If any term, covenant or provision of this instrument, or any Exhibit attached hereto, is held to be invalid or unenforceable for any reason whatsoever, such determination shall not be deemed to alter, affect, or impair in any manner whatsoever any other portion of this instrument or any Exhibit attached hereto.

4.2 Binding Effect. The Property shall be transferred, held, sold, conveyed, and occupied subject to and together with the Easement granted herein. The Easement shall be binding upon all parties having any right, title or interest in the Property, their heirs, successors and assigns, and shall inure to the benefit of each such parties and shall run with the land.

4.3 Duration. The duration of the Easement shall be perpetual.

4.4 Nonexclusive. The owners of any portion of the Property burdened by the Easement shall have the right to use the Easement situated on such Owner's Lot to the extent that such use is not inconsistent with the rights granted to Grantee by this instrument.

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Lots 1 through 15, Block 1, inclusive; Lots 8 through 11, Block 2, inclusive, and all of Blocks 3, 4, 5, and 6 and Outlot B, Whispering Oaks, Scott County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT

An easement for tree conservation purposes lying over, under and across all that part of Lots 6, 7 and 8, Block 5, Whispering Oaks, according to the recorded plat thereof, Scott County, Minnesota, described as follows:

Commencing at the intersection of the southwesterly right of way line of Whispering Oaks Trail as delineated and dedicated on said Whispering Oaks with the southeasterly line of said Lot 6, thence on an assumed bearing of South 36 degrees 55 minutes 10 seconds West, along said southeasterly line, a distance of 270.06 feet to the southerly line of said Lot 6 and the point of beginning of the easement to be described; thence North 89 degrees 46 minutes 29 seconds West, along the said southerly line, a distance of 72.41 feet; thence North 82 degrees 19 minutes 26 seconds West, a distance of 208.14 feet to the southeasterly right of way line of County State Aid Highway No. 18 as delineated and dedicated on said Whispering Oaks; thence North 00 degrees 09 minutes 02 seconds East, along said southeasterly right of way line, a distance of 24.90 feet; thence northerly, a distance of 6.98 feet, along said southeasterly right of way line, along a tangential curve, concave, to the southeast, having a central angle 00 degrees 32 minutes 15 seconds and a radius of 743.51 feet; thence North 18 degrees 52 minutes 48 seconds East, not tangent to said curve, a distance of 187.64 feet; thence South 65 degrees 46 minutes 09 seconds East, a distance of 187.75 feet; thence South 16 degrees 12 minutes 32 seconds East, a distance of 167.10 feet to the point of beginning.

An easement for tree conservation purposes lying over, under and across all that part of Lots 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22, Block 4, Whispering Oaks, according to the recorded plat thereof, Scott County, Minnesota, described as follows:

Commencing at the intersection of the southwesterly right of way line of Whispering Oaks Trail as delineated and dedicated on said Whispering Oaks with the southeasterly line of said Lot 12, thence on an assumed bearing of South 30 degrees 50 minutes 29 seconds West, along said southeasterly line a distance of 191.71 feet to the point of beginning of the easement to be described; South 30 degrees 50 minutes 29 seconds West, along said southeasterly line, a distance of 31.30 feet to a southerly line of said Block 4; thence North 89 degrees 46 minutes 29 seconds West, along said southerly line, a distance of 534.53 feet; thence North 21 degrees 19 minutes 55 seconds East, a distance of 166.46 feet; thence North 12 degrees 03 minutes 52 seconds East, a distance of 117.63 feet; thence North 27 degrees 09 minutes 51 seconds East, a distance of 277.54 feet; thence South 66 degrees 40 minutes 11 seconds East, a distance of 102.05 feet; thence South 54 degrees 51 minutes 18 seconds East, a distance of 85.19 feet; thence South 23 degrees 29 minutes 04 seconds East, a distance of 174.62 feet; thence South 23 degrees 33 minutes 11 seconds East, a distance of 264.69 feet to the point of beginning.

An easement for tree conservation purposes lying over, under and across all that part of Lots 8 and 9, said Block 2, Whispering Oaks, according to the recorded plat thereof, Scott County, Minnesota, described as follows:

Beginning at the southeast corner of said Lot 9, thence on an assumed bearing of North 00 degrees 02 minutes 05 seconds West, along said east line of Block 2, a distance of 245.46 feet to the intersection with a line 30.00 feet southerly of and parallel to the northerly line of said Lot 8; thence of South 85 degrees 40 minutes 37 seconds West, along said parallel line, a distance of 122.55 feet; thence South 24 degrees 38 minutes 59 seconds East, a distance of 94.43 feet; thence South 00 degrees 50 minutes 30 seconds East, a distance of 120.38 feet to the south line of said Lot 9; thence North 89 degrees 57 minutes 55 seconds East, along said south line, a distance of 81.18 feet to the point of beginning.

**EXHIBIT C
EASEMENT AREA SKETCHES**

Description Sketch for: TOLLEFSON DEVELOPMENT, INC.

MULLENHART ROAD

(CREST AVENUE)

WHISPERING OAKS

C.S.A.H. NO. 18 (CREST AVENUE)

WHISPERING OAKS TRAIL

SWLY R-O-W LINE OF WHISPERING OAKS TRAIL

1 Inch = 100 Feet



6.98
R=743.51
 $\Delta=00^{\circ}32'15''$
24.90
N00^{\circ}09'02'' E

S65^{\circ}46'09'' E

187.64

187.75

240.54

190.08

270.06

N18^{\circ}32'48'' E

208.14

N82^{\circ}19'26'' W

S16^{\circ}21'22'' E

167.10

S36^{\circ}58'10'' W

SE COR OF LOT 6

72.41
N89^{\circ}46'29'' W

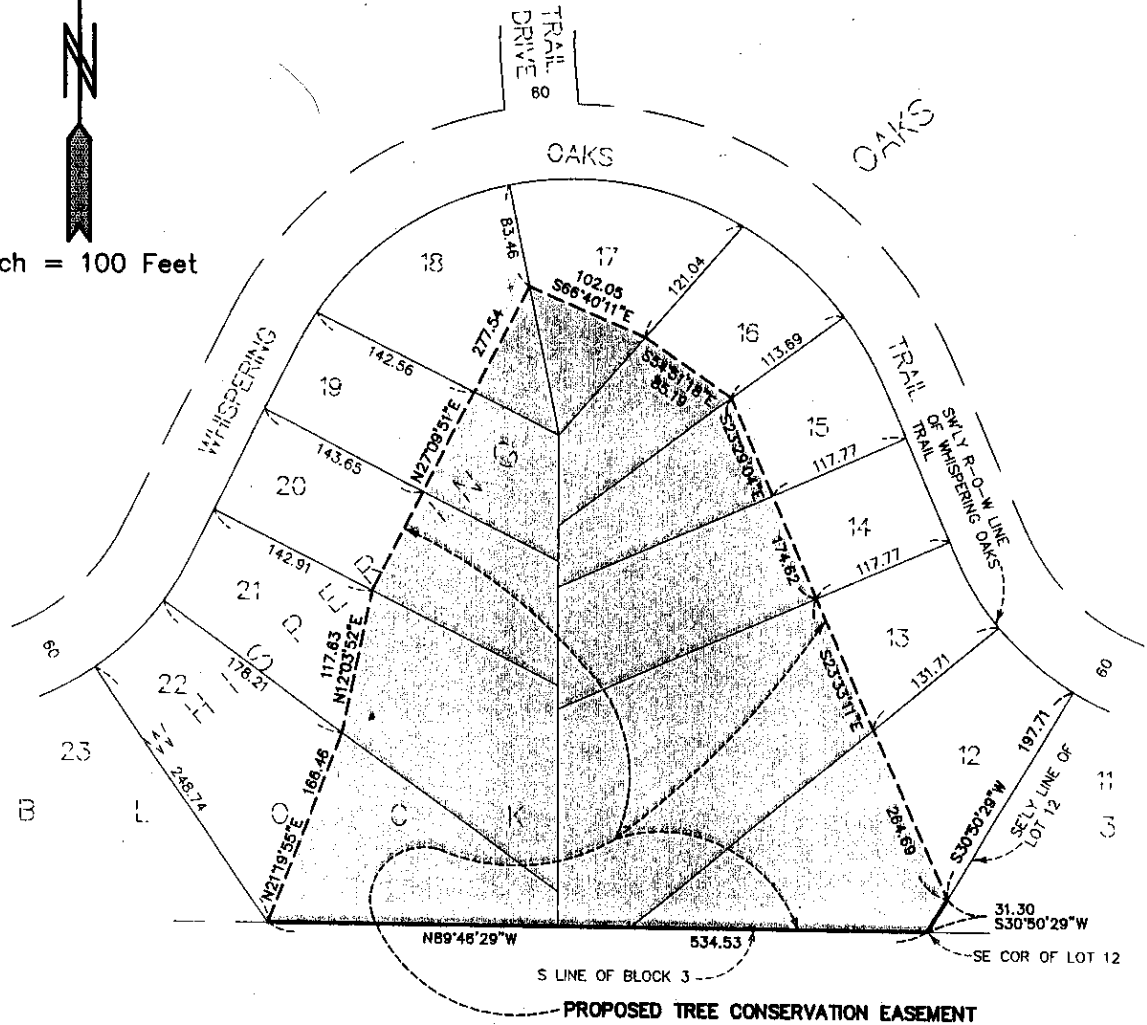
CENTER POINT ENERGY
MINNEGASCO EASEMENT
PER DOC. NO. 596298.

PROPOSED TREE CONSERVATION EASEMENT

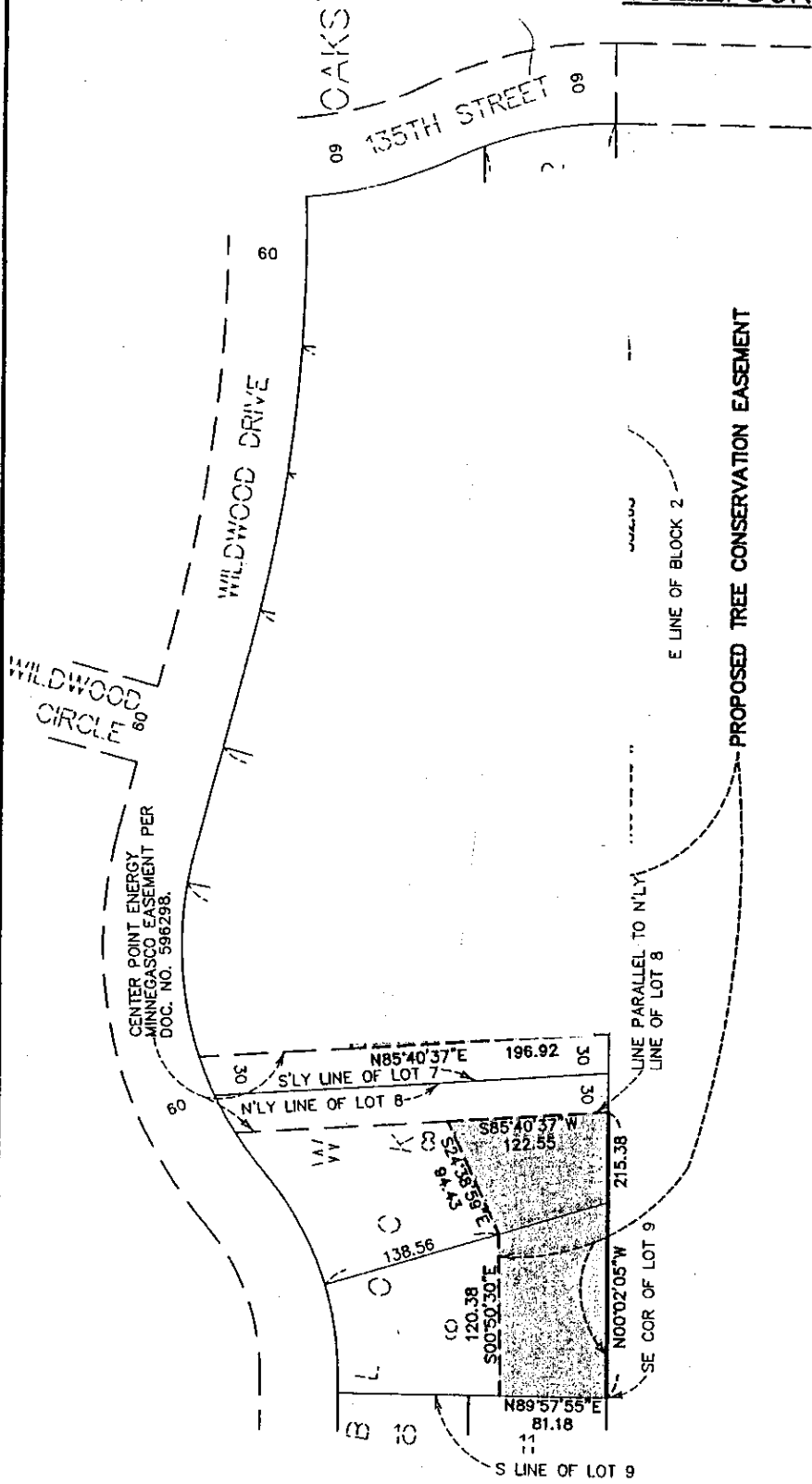
Description Sketch for: TOLLEFSON DEVELOPMENT, INC.



1 Inch = 100 Feet



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1 Inch = 100 Feet