

Doc. No. A 635616

OFFICE OF THE COUNTY RECORDER
SCOTT COUNTY, MINNESOTA

Certified Filed and/or Recorded on

11-20-2003 at 10:45 Receipt: 337266

Pat Boeckman, County Recorder 01

Fee: \$20.00



X Pd by Matthew Weiland
XX Return to City of Shakopee

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT ("Easement") is made of this 5th 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 is 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 a natural wooded area 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, 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 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 16 through 41, Block 1 and Lots 1 through 7, Block 2, Whispering Oaks, Scott County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT AREA

An easement for tree conservation purposes lying over, under and across all that part of Lots 16, 17, 18, 19 and 20, Block 1, Whispering Oaks, according to the recorded plat thereof, Scott County, Minnesota described as follows:

Beginning at the northwest corner of said Lot 20, thence on an assumed bearing at South 09 degrees 15 minutes 24 seconds West, along the westerly line of said Lot 20, a distance of 198.76 feet to a line lying 30 feet northerly and parallel to the southerly lines of said Lots 16, 17, 18, 19, and 20; thence South 69 degrees 14 minutes 25 seconds East, along said parallel line, a distance of 572.13 feet; thence North 20 degrees 45 minutes 35 seconds East, a distance of 59.82 feet; thence North 71 degrees 56 minutes 12 seconds West, a distance of 463.93 feet; thence North 22 degrees 39 minutes 28 seconds West, a distance of 215.83 feet to the point of beginning.

Together with:

All that part of Lots 21, 22, 23, 24, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39 and 41, said Block 1 described as follows:

Beginning at the intersection of the east line of said Lot 36 with the southerly right of way line of County State Aide Highway No. 16 as delineated and dedicated on said Whispering Oaks, thence on an assumed bearing of South 00 degrees 02 minutes 05 seconds East, along the east line of said Block 1, a distance of 716.32 feet; thence South 86 degrees 26 minutes 12 seconds West, a distance of 137.10 feet; thence North 18 degrees 02 minutes 55 seconds West, a distance of 67.32 feet; thence North 36 degrees 27 minutes 55 seconds West, a distance of 260.40 feet; thence North 44 degrees 40 minutes 10 seconds West, a distance of 105.64 feet; thence North 39 degrees 35 minutes 30 seconds East, a distance of 44.32 feet; thence North 84 degrees 59 minutes 57 seconds West, a distance of 205.26 feet; thence South 78 degrees 25 minutes 55 seconds West, a distance of 59.93 feet; thence South 29 degrees 32 minutes 07 seconds West, a distance of 136.35 feet; thence South 18 degrees 23 minutes 07 seconds West, a distance of 61.73 feet; thence South 27 degrees 16 minutes 59 seconds East, a distance of 123.29 feet; thence South 47 degrees 27 minutes 08 seconds East, a distance of 195.52 feet; thence South 10 degrees 42 minutes 08 seconds East, a distance of 93.19 feet; thence South 36 degrees 05 minutes 21 seconds East, a distance of 98.84 feet; thence South 05 degrees 43 minutes 04 seconds West, a distance of 168.95 feet; thence South 77 degrees 53 minutes 44 seconds West, a distance of 85.27 feet; thence North 61 degrees 03 minutes 46 seconds West, a distance of 172.31 feet; thence South 63 degrees 46 minutes 54 seconds West, a distance of 197.93 feet; thence South 32 degrees 48 minutes 02 seconds West, a distance of 108.82 feet to the southwest corner of said Lot 21; thence North 09 degrees 15 minutes 24 seconds West, along the westerly line of said Block 1, a distance of 102.05 feet to a northwesterly line of said Block 1; thence North 39 degrees 35 minutes 30 seconds East, along said northwesterly line, a distance of 423.60 feet to a southwesterly line of said Block 1; thence North 44 degrees 45 minutes 41 seconds West, along said southwesterly line, a distance of 355.17 feet to the southeasterly right of way line of County State Aide Highway No. 18 as delineated and dedicated on said Whispering Oaks; thence northeasterly, a distance of 528.71 feet, along said southeasterly right of way line, along a non-tangential curve concave to the Northwest, having a central angle of 33 degrees 54 minutes seconds, a radius of 893.51 feet and a chord bearing of North 12 degrees 47 minutes 08 seconds East to the southeasterly right of way line of said County State Aide Highway No. 16; thence North 42 degrees 40 minutes 11 seconds East, not tangent, along said southeasterly right of way line, a distance of 33.69 feet to the southerly right of way line of said County State Aide Highway No. 16; thence South 89 degrees 41 minutes 34 seconds East, along said southerly right of way line, a distance of 744.95 feet to the point of beginning.

An easement for tree conservation purposes lying over, under and across all that part of Lots 1, 2, 3, 4, 5, 6 and 7, Block 2, Whispering Oaks, according to the recorded plat thereof, Scott County, Minnesota, described as follows:

Beginning at the intersection of a line 30.00 feet northerly of and parallel to the southerly line of said Lot 7 with the east line of Block 2, thence on an assumed bearing of North 00 degrees 02 minutes 05 seconds West, along said east line, a distance of 552.63 feet; thence South 72 degrees 02 minutes 04 seconds West, a distance of 132.09 feet; thence South 06 degrees 33 minutes 47 seconds West, a distance of 224.20 feet; thence South 08 degrees 22 minutes 26 seconds West, a distance of 307.27 feet to said parallel line; thence North 85 degrees 40 minutes 37 seconds East, along said parallel line, a distance of 196.92 feet to the point of beginning.

**EXHIBIT C
EASEMENT AREA SKETCH
REA SKETCHES**

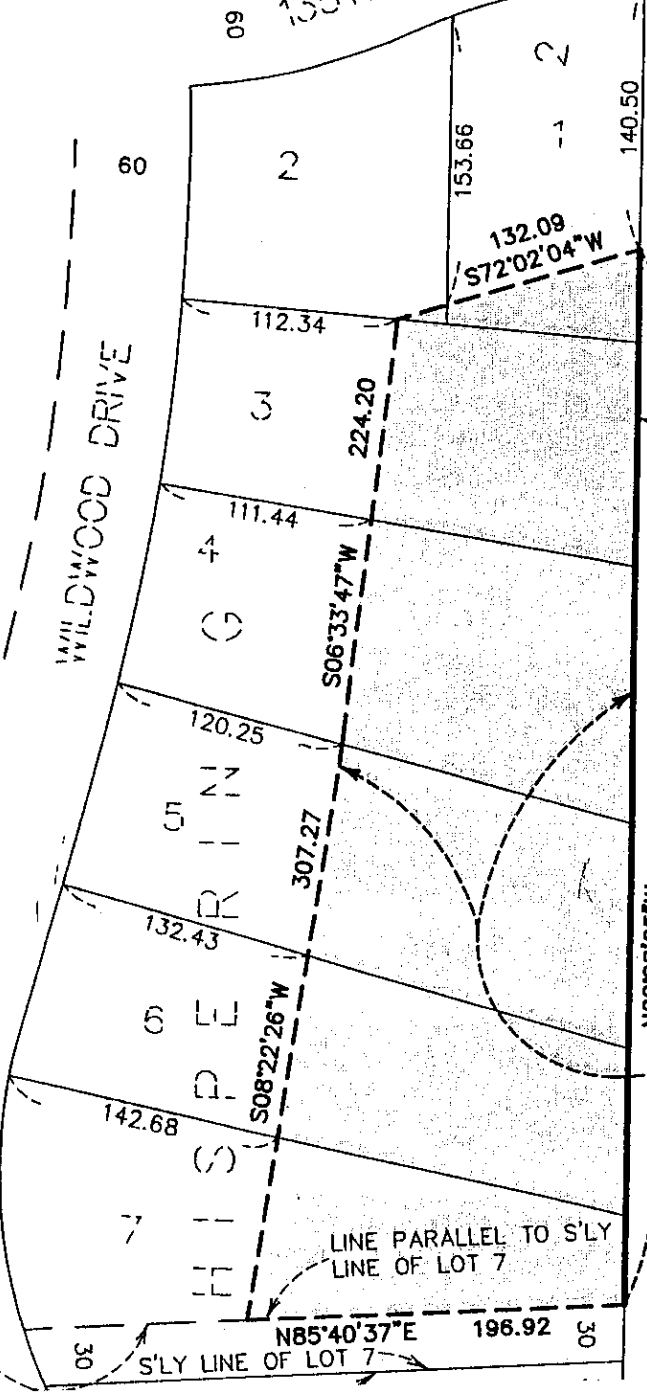
OAKS

09 135TH STREET 09

WILDWOOD DRIVE

WILDWOOD CIRCLE

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



E LINE OF BLOCK 2

PROPOSED TREE CONSERVATION EASEMENT

A
C
C
C

