

(reserved for recording information)

GRANT OF PERMANENT EASEMENT

THIS GRANT OF EASEMENT is made as of _____, 2026, by
INDEPENDENT SCHOOL DISTRICT NO. 191, a Minnesota public school corporation
("Grantor"), to the **CITY OF BURNSVILLE**, a Minnesota municipal corporation ("City").

RECITALS

WHEREAS, Grantor is the owner in fee simple of certain real property located at 202
Burnsville Parkway West in the City of Burnsville, County of Dakota, State of Minnesota (PID:
025735001010), which is legally described on Exhibit A attached hereto ("Subject Property");

WHEREAS, on June 26, 2001, Grantor granted to City a permanent easement over,
across, on, under, and through a portion of the Subject Property for the construction and
maintenance of a City park, including landscaping, sculpture, lighting, garden, benches, public
walkway, signage, and other public purposes (the "Original Easement"), but was not
immediately recorded and is no longer in a form in which it can be recorded;

WHEREAS, pursuant to the Original Easement, the City has constructed a City park

over that portion of the Subject Property legally described on the attached Exhibit A (“Easement Area”), has erected within the Easement Area a sculpture funded by Dick Ames of Ames Construction and the Burnsville Foundation (the”Ames Sculpture”), and has operated and maintained a City park within the Easement Area; and

WHEREAS, the Grantor and City desire that this instrument supersede and replace the Original Easement.

NOW, THEREFORE, in consideration of the sum of One and No/100ths Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor:

1. Easement. Grantor hereby grants unto the City, its successors and assigns, forever, a permanent easement for a City park, to include landscaping, Ames Sculpture, lighting, garden, benches public walkway, utilities, signage, and other public purposes, over, across, on, under, and through the Easement Area. This easement shall permanently run with the title to the Subject Property and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns, including, but without limitation all subsequent owners of the Subject Property and all persons claiming under them. This easement shall include the rights of the City, its contractors, agents, servants, and assigns, to enter upon the easement premises at all reasonable times to construct, reconstruct, inspect, repair, maintain, remove said landscaping, Ames Sculpture, lighting, gardens, benches, signage, public walkway, and utilities over, across, on, under, and through the Subject Property.

2. Maintenance. The City shall be solely responsible for all costs of installation, repair, maintenance, removal and insurance associated with the park, including the landscaping,

Ames Sculpture, lighting, garden, benches, public walkway, utilities, or signage placed in the Easement Area.

3. Use of Subject Property. Grantor hereby agrees that Grantor will not perform or allow or cause the construction of any improvements on the Subject Property which could damage or obstruct the Easement Area or interfere with the City's access to or the City's right to construct, maintain and repair the landscaping, Ames Sculpture, lighting, garden, benches, public walkway, utilities, signage, or other public structures on the Subject Property.

4. Indemnification. The City shall indemnify and hold harmless Grantor against any claim of liability or loss arising from personal injury or property damage resulting from or arising out of the use and occupancy of the Easement Area, from and after June 26, 2001, by the City, its servants or agents, or the public, excepting however, such claims or damages as may be due to or caused by the negligence of either Grantor, its agents, employees, or invitees.

5. Warranty of Title. Grantor represents and warrants to the City that Grantor is the only owner of fee simple title to the Easement Area, and that there are no owners or mortgages, contract for deed, leases, rental agreements, occupancy agreements, or any other encumbrances or verbal or written agreements of any nature whatsoever affecting title to the Easement Area. Grantor, on behalf of itself, its successors and assigns hereby indemnifies and holds harmless the City against and from any and all claims for loss, damage, or expense which may be incurred or asserted by Grantor or any party whose consent is required to be obtained hereunder, in connection with this Grant of Easement or City's use of the Easement Area pursuant to this Grant of Easement.

6. Governing Law. This Grant of Easement shall be construed and governed by the laws of the State of Minnesota.

ACCEPTANCE

The City of Burnsville hereby accepts the foregoing easement.

CITY OF BURNSVILLE

By: _____
Elizabeth B. Kautz, Mayor

By: _____
Gregg Lindberg, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Elizabeth B. Kautz and Gregg Lindberg, the mayor and city manager, respectively, of City of Burnsville, a Minnesota municipal corporation, on its behalf.

Notary Public

DRAFTED BY:
Campbell Knutson
Professional Association (CAH)
Grand Oak Office Center
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
(651) 452-5000

EXHIBIT "A"
to
GRANT OF EASEMENT

Legal Description of Subject Property:

Lot 1, Block 1, PILLSBURY RIDGE, Dakota County, Minnesota, according to the recorded plat thereof.

Legal Description of Easement Area:

That part of Lot 1, Block 1, PILLSBURY RIDGE, Dakota County, Minnesota, according to the recorded plat thereof, lying southerly of a line described as follows:

Commencing at the most southerly corner of said Lot 1; thence northeasterly along the southeasterly line of said Lot 1, a distance of 125.00 feet to the beginning of the line to be described; thence northwesterly deflecting to the left 90 degrees 00 minutes, 00 seconds, a distance of 15.00 feet; thence westerly a distance of 80.97 feet along a tangential curve to the left having a central angle of 55 degrees 40 minutes 25 seconds; thence westerly, tangent to said curve, a distance of 80.97 feet, more or less, to the intersection of the west line of said Lot 1, and said line there terminating.