

PERMANENT TRAIL EASEMENT

THIS PERMANENT TRAIL EASEMENT (“Easement”) is made, granted and conveyed this _____ day of _____, 2026, by and between Dakota County, a political subdivision of the State of Minnesota (“Landowner”), and the City of Hastings, a Minnesota municipal corporation (“City”).

PROPERTY DESCRIPTION

Landowner owns real property in Dakota County, Minnesota legally described as follows:

Lot 10, Block 1, Schumacher 2nd Addition, Dakota County, Minnesota.

Abstract Property

PID: 19-66601-01-100

(the “Landowner’s Property”)

PERMANENT EASEMENT DESCRIPTION

Landowner for and in consideration of One Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey to the City, its successors and assigns, forever the following:

A permanent easement for trail purposes and all such purposes ancillary, incident or related thereto, including but not limited to construction, maintenance, improvement, repair and replacement, and restoration purposes and all such purposes ancillary thereto (“Permanent Easement”), under, over, across, through and upon that real property legally described on Exhibit A and depicted on Exhibit B (“Permanent Easement Area”), attached hereto and incorporated herein by reference.

EXEMPT FROM STATE DEED TAX

The rights of the City also include the right of the City, its contractors, agents and servants:

- (a) To enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of the Permanent Easement; and
- (b) To maintain the Permanent Easement Area, together with the right to excavate and refill ditches or trenches for the location of such trails, retaining walls, streetlights, hydrants, curb, gutter or other street project improvements; and
- (c) To remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the trails, retaining walls, streetlights, hydrants, curb, gutter or other street project improvements and to deposit earthen material in and upon the Permanent Easement Area; and
- (d) To remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as the City may deem appropriate.

In consideration of the Permanent Easement, the City agrees to maintain, repair and provide snow removal of the trail within the Permanent Easement Area. The City shall be liable for any and all costs and expenses associated with maintaining and repairing the Permanent Easement Area.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Permanent Easement Area or the Landowner's Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner or its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Landowner's Property described on Exhibit A, the Permanent Easement Area described on Exhibit B and depicted on Exhibit C and has good right to grant and convey the Permanent Easement herein to the City.

This Easement is binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

This Easement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

[Remainder of this page has been intentionally left blank]

IN TESTIMONY WHEREOF, the parties have caused this Easement to be executed as of the day and year first above written.

CITY:
CITY OF HASTINGS

By: _____
Mary Fasbender
Mayor

By: _____
Kelly Murtaugh
City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2026, before me a Notary Public within and for said County, personally appeared Mary Fasbender and Kelly Murtaugh to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the City Clerk of the City of Hastings, the Minnesota municipal corporation named in the foregoing instrument, and that it was signed on behalf of said municipal corporation by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

Notary Public

**LANDOWNER:
DAKOTA COUNTY**

By: _____
Laurie Halverson, Chair
Dakota County Board of Commissioners

Attest:

Jeni Reynolds Clerk to the Board

STATE OF MINNESOTA)
) SS.
COUNTY OF DAKOTA)

This instrument was acknowledged before me on the _____ of _____, 2026, by Laurie Halverson, Chair of the Board of Commissioners for County of Dakota, a political subdivision of the State of Minnesota, and Jeni Reynolds, Clerk to the Board of Commissioner for the County of Dakota, on behalf of the County of Dakota.

Notary Public

**THIS INSTRUMENT WAS DRAFTED BY
AND AFTER RECORDING RETURN TO:**

LeVander, Gillen & Miller, P.A.
1305 Corporate Center Drive,
Suite 300
Eagan, MN 55121
651-451-1831

EXHIBIT A
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

A PERPETUAL EASEMENT FOR TRAIL PURPOSES OVER AND ACROSS THAT PART OF LOT 10, BLOCK 1, SCHUMACHER 2ND ADDITION, ACCORDING TO THE RECORDED PLAT ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY RECORDER, DAKOTA COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS:

ALL THAT PART OF THE SOUTHEASTERLY 6 FEET LYING SOUTHWESTERLY OF THE NORTHEASTERLY 75 FEET THEREOF.

SUBJECT TO ANY EASEMENTS AND ENCUMBRANCES OF RECORD.

EXHIBIT B
DEPICTION OF PERMANENT EASEMENT AREA

