

## **GRANT OF DRIVEWAY/ACCESS EASEMENT**

THIS AGREEMENT, Made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Marshall Independent School District #413 (ISD), a School District, under the laws of the State of Minnesota, and the City of Marshall, a Minnesota municipal corporation (the City),

WITNESSETH:

WHEREAS, ISD is the owner of the real property located at 900 N Highway 59, legally described as Lot 2, Block One, Mosch Addition, to the City of Marshall, Lyon County, Minnesota, which the property is located on the northerly side of the city of Marshall, which ownership includes the property described herein as "Access Easement #1" on attached Exhibit A; and

WHEREAS, the City is the owner of the real property located at 800 N Highway 59, legally described as Lot 1, Block One, Mosch Addition, to the City of Marshall, Lyon County, Minnesota, which the property is located on the northerly side of the city of Marshall, which ownership includes the property described herein as "Access Easement #2" on attached Exhibit A; and

WHEREAS, the ISD property referred above adjoins that of the City; and

WHEREAS, the City property referred above adjoins that of ISD; and

WHEREAS, ISD is willing to grant to the City a permanent driveway access easement on the property described herein as "Access Easement #1" on attached Exhibit A; and

WHEREAS, the City is willing to grant to ISD a permanent driveway access easement on the property described herein as "Access Easement #2" on attached Exhibit A.

NOW, THEREFORE, IN CONSIDERATION HEREOF, the parties hereto agree as follows:

For and in consideration of One dollar and no/100 (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, ISD gives and grants to the City, its successors and assigns, a permanent driveway/access easement and the right to enter upon and occupy the described property, for the purpose of ingress and egress to the adjacent ISD-owned property, as legally described as "Access Easement #1" on attached Exhibit A;

For the same consideration recited above, the City, gives and grants to ISD, its successors and assigns, a permanent driveway/access easement and the right to enter upon and occupy the described property, for the purpose of ingress and egress to the adjacent City-owned property, as legally described as "Access Easement #2" on attached Exhibit A.

That as condition of said grant of easement, ISD, its successors, administrators and assigns shall not be permitted to construct any structure upon the above-described permanent easement area described as "Access Easement #1" on attached Exhibit A.

That as condition of said grant of easement, the City, its successors, administrators and assigns shall not be permitted to construct any structure upon the above-described permanent easement area described as "Access Easement #2" on attached Exhibit A.

For the same consideration recited above, ISD, for themselves, their successors, administrators and assigns, gives and grants to the City, its successors and assigns, the right in perpetuity to maintain, operate and use said real estate for the purposes of ingress and egress to the adjacent City-owned property.

For the same consideration recited above, the City, for themselves, their successors, administrators and assigns, gives and grants to ISD, its successors and assigns, the right in perpetuity to maintain, operate and use said real estate for the purposes of ingress and egress to the adjacent ISD-owned property.

This agreement herein shall be construed as a covenant running with the remainder of the land owned by the ISD and the City and is binding upon said parties as the owner of said land, and for themselves, their successors, administrators and assigns and any one claiming under them or any of them as owners or occupants thereof.

\* \* \* THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY. \* \* \*



STATE OF MINNESOTA )  
 )  
COUNTY OF LYON )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, a notary public, within and for said county, personally appeared Robert J. Byrnes and Kyle Box, the Mayor and City Clerk of the City of Marshall, to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged that they executed the same and their free act and deed, on behalf of the City of Marshall.

---

Notary Public

