

03/29/2007 04:05PM

OFFICE OF COUNTY RECORDER
LYON COUNTY MINNESOTA

CERTIFIED, FILED, AND/OR
RECORDED ON
03/29/2007 04:05PM

JEANINE M. BARKER
COUNTY RECORDER

BY *Christy J. Allerton*
DEPUTY

RECEIVED APR 27 2007
.....

GRANT OF PUBLIC USE LICENSE

This Grant of Public Use License, made and entered into this 29th day of March, 2007, by and between the City of Marshall and Schwan's Development Corporation as follows:

WHEREAS, the City of Marshall is presently the owner of property identified as Parcel A, legal described on attached Exhibit A; and

WHEREAS, Schwan's Development Corporation is the owner of real property contiguous to and surrounded on three sides by Parcel A, which property is described on attached Exhibit B; and

WHEREAS, it is anticipated and contemplated that Parcel A will ultimately be conveyed from the City of Marshall to Schwan's Development Corporation; and

WHEREAS, the Parcel A is presently used for public parking purposes; and

WHEREAS, the parties hereto agree that the public purpose and public use of said property (Parcel A) as public parking lot and access to the downtown shopping and business region for Marshall, Minnesota, shall continue pursuant to the terms of this license.

NOW, THEREFORE, in consideration thereof, the parties hereto agree as follows:

1. Continued Public Purpose. The parties hereto grant to the public, the continued public use of the attached described premises for

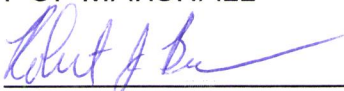
public parking, public use and access purposes as presently exists. That said public purpose shall continue indefinitely into the future.

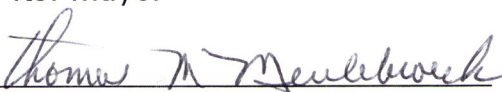
2. Terms of Real Property License. This license with respect to real estate is a privilege to go with the premises for the specific and certain purposes outlined above. That said license does not operate to confer on or vest in any licensee with any title, interest or estate in such property. The public is granted the privilege to use the property described on attached exhibits pursuant to the terms as outlined herein, but for no other purpose. That Schwan's Development Corporation shall provide reasonable notice to the City of Marshall and to the public in general as to the reasonable timeframe within which the license privileges as granted herein shall terminate. The recording of termination of license document shall terminate and end the public purpose privileges as granted herein. That the public purposes shall exist for period of at least three years from the date hereof.

3. Future Maintenance. The City of Marshall agrees to continue and provide normal and reasonable maintenance, snow removal and upkeep for the premises described in Exhibits A and B. Upon the termination of the license pursuant to future development plan by Schwan's Development Corporation, the City obligation for maintenance, upkeep and snow removal shall cease.

IN WITNESS WHEREOF, the parties have hereinto executed the agreement the date and year first above written.

CITY OF MARSHALL

By: 
Robert J. Byrnes
Its: Mayor

By: 
Thomas M. Meulebroeck
Its: Finance Director/City Clerk

SCHWAN'S DEVELOPMENT CORPORATION

By: _____
Its:

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Robert J. Byrnes
Its: Mayor

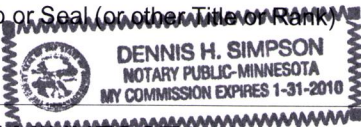
By: _____
Thomas M. Meulebroeck
Its: Finance Director/City Clerk

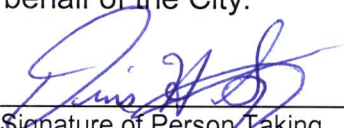
SCHWAN'S DEVELOPMENT CORPORATION

By: Wilbur D. Upchurch
Its: President

STATE OF MINNESOTA)
)ss
COUNTY OF LYON)

The foregoing instrument was acknowledged before me this 29th day of March, 2007, by Robert J. Byrnes and Thomas M. Meulebroeck, the Mayor and Financial Director/City Clerk of the City of Marshall, a municipal corporation under the laws of Minnesota, on behalf of the City.


Notarial Stamp or Seal (or other Title or Rank)





Signature of Person Taking
Acknowledgment

STATE OF MINNESOTA)
)ss
COUNTY OF LYON)

The foregoing instrument was acknowledged before me this 28th day of March, 2007, by William O. McCormack, the President of Schwan's Development Corporation, a Minnesota Corporation, on behalf of the Corporation.

Notarial Stamp or Seal (or other Title or Rank)




Signature of Person Taking
Acknowledgment

THIS INSTRUMENT WAS DRAFTED BY:

By: Dennis H. Simpson
Marshall City Attorney
109 South Fourth Street
Marshall, MN 56258
(507) 537-1441

PARCEL A

That part of Lot 2, Block 5, Marshall Right of Way Addition described as follows:

Commencing at the intersection of the northeasterly line of said Lot 2, Block 5, Marshall Right of Way Addition and the northwesterly Right of Way line of West College Drive; thence southwesterly 52.0 feet to the point of beginning; thence northwesterly on a line parallel to the northeasterly line of said Lot 2, Block 5, Marshall Right of Way Addition to the center of the Redwood River; thence down the center of the Redwood River to the northeasterly line of said Lot 2, Block 5, Marshall Right of Way Addition; thence southeasterly on the northeasterly line of said Lot 2, Block 5, Marshall Right of Way Addition to a point 130.1 feet northwesterly of the northwesterly line of West College Drive; thence southwesterly 20.1 feet; thence southeasterly 130.1 feet to the northwesterly line of West College Drive; thence southwesterly 31.9 feet to the point of beginning.

AND

That part of Lot 19, Block 3, Original Plat to the City of Marshall described as follows:

Commencing at the intersection of the southwesterly line of said Lot 19, Block 3, Original Plat and the northwesterly right of line of West College Drive; thence northwesterly 130.1 feet to the point of beginning; thence northeasterly 50.0 feet; thence southeasterly 130.1 feet to the northwesterly line of West College Drive; thence northeasterly on the northwesterly line of West College Drive to the intersection with the center of the Redwood River; thence up the center of the Redwood River to the intersection with the southwesterly line of said Lot 19, Block 3, Original Plat; thence southeasterly to the point of beginning.



EXHIBIT B

That part of Lot 19, Block 3, Original Plat to the City of Marshall, Lyon County, Minnesota, described as follows: Commencing at the South corner of said Lot Nineteen (19) (being the intersection of the southwesterly line of said Lot 19 and the Northwesterly line of West College Drive), running thence northwesterly along the southwesterly line of said Lot a distance of 130.1 feet; thence northeasterly at right angles to last line a distance of fifty (50) feet; thence southeasterly at right angles to last line a distance of 130.1 feet to the northwesterly line of West College Drive; thence southwesterly along the northwesterly line of West College Drive (also the southeasterly line of Lot 19) a distance of fifty (50) feet to the point of beginning.

And, all that part of Lot 2, Block 5, Marshall Right-of-Way Addition described as follows: Commencing at the most easterly corner of said Lot 2 (also being the intersection of the northeasterly line of said Lot 2 and the northwesterly line of West College Drive); thence southwesterly along the southeasterly line of Lot 2 a distance of 20.1 feet; thence northwesterly parallel with the northeasterly line of Lot 2 a distance of 130.1 feet; thence northeasterly 20.1 feet to the northeasterly line of Lot 2; thence southeasterly along said northeasterly line of Lot 2 130.1 feet to the point of beginning.

TRANSACTION #: 45645

03/29/2007 04:05PM

170405

CITY OF MARSHALL
LICENSE

RECORDED DOCUMENTS F: \$46.00

TOTAL: \$46.00

CHARGE: \$46.00

DELIVER TO:

STONEBERG, PAUL E ATTY
300 O'CONNELL STREET
MARSHALL, MN 56258

THANK YOU
JEANINE M. BARKER
LYON COUNTY RECORDER
507-537-6722