

Exterior Wall Maintenance Agreement

This Exterior Wall Maintenance Agreement is made and entered into this ____ day of January, 2022, by and between the City of Marshall, a municipal corporation under the laws of the State of Minnesota, and Carmel Properties, LLC, a Limited Liability Company under the laws of the State of Minnesota, are referred to in this agreement each individually as a Party and together as the Parties. as follows:

RECITALS

1. The City of Marshall is the owner of a vacant lot in downtown Marshall described as Lot 16, in Block 9, Original Plat of the Town (now City) of Marshall, Minnesota. The described property is presently a vacant lot and the City of Marshall as owner has plans for the development of a community park and parking facilities to be developed on that lot.
2. That Carmel Properties, LLC, is the owner of the property immediately adjacent to City owned property described above. That the adjacent property owned by Carmel Properties, LLC is described as Lot 17, in Block 9, Original Plat to the Town (now City) of Marshall, Minnesota.
3. That surveys of the property have indicated that the building structure presently situate on Carmel Property (Lot 17, in Block 9) encroaches into the adjacent City owned property of Lot 16, in Block 9, Original Plat to the City of Marshall.
4. That the City of Marshall, did assist with and pay for the reconstruction of the Northwesterly exterior wall of Carmel Properties building structure. The exterior construction of the wall is developed with a low maintenance exterior and the Parties hereto have agreed to the execution of this agreement setting forth all future rights and responsibilities regarding the exterior wall constructed on Carmel Properties, LLC structure.

In Witness Whereof the Parties hereto agree as follows:

1. That the City of Marshall has transferred to Carmel Properties, LLC a three-foot piece of property from Lot 16, in Block 9 to Carmel Properties, LLC so that the building structure owned by Carmel Properties is entirely situated on property now owned by Carmel Properties. That the City voluntarily transferred the three-foot section of property so as to avoid any issues related to the structural encroachment onto City owned property.
2. That the Parties further agree that the newly constructed exterior wall now owned entirely by Carmel Properties on their property shall have no windows or doors constructed through that wall. There shall be no access from the Carmel Properties structure directly onto the vacant remainder of Lot 16, in Block 9 as owned by the City of Marshall through the newly constructed wall.
3. That all future maintenance related to the newly constructed exterior wall owned by Carmel Properties shall be the sole and exclusive responsibility for Carmel Properties.
4. Carmel Properties, LLC shall not erect, allow or cause to be erected a mural on said exterior wall unless such mural has received written approval from the Marshall City Council or from any City committee appointed by the council to approve such mural. A mural, for the purposes of this agreement is defined as follows:

“Mural means, any piece of artwork including a painting, fresco, frieze, photograph, picture, image, illustration or graphic presentation, applied directly or by an electronic or digital means on or partially or fully covering a wall, ceiling, or other permanent or nonpermanent surface.” Said mural shall also include any direct advertisement or logo to be displayed on said wall.

5. That the terms and conditions of the Agreement shall be binding upon the Parties hereto, and their successors and assigns.

CITYOF MARSHALL

By: Robert J. Byrnes
Its: Mayor

By: Kyle Box
Its: City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF LYON)

The foregoing instrument was acknowledged before me this ____ day of January, 2022, by Robert J. Byrnes and Kyle Box, the Mayor and City Clerk of the City of Marshall, a municipal corporation under the laws of the State of Minnesota.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

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CARMEL PROPERTIES, LLC

By: _____
Its: _____

STATE OF MINNESOTA)
)ss.
COUNTY OF LYON)

The foregoing instrument was acknowledged before me this ____ day of
January, 2022, by _____, the _____ of Carmel Properties,
LLC, a Limited Liability Company, under the laws of the State of Minnesota.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

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