

**COPY**

**DECLARATION OF INGRESS/EGRESS EASEMENT**

THIS DECLARATION OF INGRESS/EGRESS EASEMENT is made as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by Lana Meyer, a single person (“Declarant”).

Recitals

- A. Declarant is the owner of the following legally described parcel (“Burdened Parcel”):

The south 47 feet of the north 75 feet of the West Half of the Southwest Quarter of the Southwest Quarter of Section 6, Township 27 North, Range 20 West, Washington County, Minnesota.

- B. Declarant is also the owner of the following legally described parcel (“Benefited Parcel”):

The East Half of the Northwest Quarter of the Southwest Quarter of Section 6, Township 27 North, Range 20 West, Washington County, Minnesota.

- C. Declarant desires to establish a perpetual ingress/egress easement over and across the Burdened Parcel to create access to the Benefited Parcel from a public right-of-way, according to the terms and conditions contained herein.

Terms of Easement

1. Grant of Easement. Declarant hereby declares that the Burdened Parcel shall be held, sold, and conveyed subject to the following ingress/egress easement, which shall inure to the benefit of the owners of the Benefited Parcel: a permanent, non-exclusive ingress/egress easement (“Easement”) for ingress, egress, and access over, under, across, and through the Burdened Parcel legally described as follows:

The south 47 feet of the north 75 feet of the West Half of the Southwest Quarter of the Southwest Quarter of Section 6, Township 27 North, Range 20 West, Washington County, Minnesota,

herein the "Easement Area".

2. Scope of Easement. The Easement granted herein includes the right of the owners of the Benefited Parcel, their guests and invitees, to enter and travel across the Easement Area at all times for the purpose of gaining pedestrian and vehicular access to the Benefited Parcel. No provision of this instrument, and no easement granted herein, shall be construed or deemed a dedication of any rights to the general public or for any public use whatsoever, it being the intention of the parties that this instrument shall be strictly limited to the purposes herein expressed.
3. Warranty of Title. The Declarant warrants it is the owner of the Burdened Parcel and has the right, title, and capacity to create the Easement herein.
4. Easement to Run with Land; No Merger. The Easement created herein shall run with both parcels and be binding on all parties having any right, title, or interest in the Burdened Parcel or the Benefitted Parcel, their heirs, successors, and assigns. The Declarant intends that the Easement created herein shall not merge into Declarant's title to the Burdened Parcel and that any future conveyance of any or all portions of the Burdened Parcel shall be subject to this Declaration of Easement.
5. Amendment; Modification; Termination. This Declaration may not be amended, modified, or terminated without the prior written consent of the owners the Benefited Parcel.

Owner

By: \_\_\_\_\_

Lana Meyer, Owner

STATE OF MINNESOTA    )  
   ) ss.  
 COUNTY OF DAKOTA     )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Lana Meyer, a single person, the owner of the parcels described herein.

(Notary Stamp or Seal)

\_\_\_\_\_  
 Notary Public

My commission expires: \_\_\_\_\_

THIS INSTRUMENT DRAFTED BY:  
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