

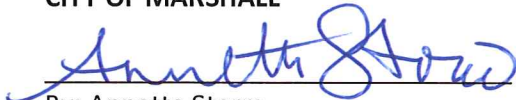
**CITY FEES AND CHARGES AGREEMENT**  
**620 West Main Street, Marshall, Lyon County, Minnesota**

THIS AGREEMENT, made and entered into this 20 day of June, 2019, by and between the City of Marshall, Minnesota, a municipal corporation and perspective purchaser Thomas Pearcy, as follows:

1. The City of Marshall has previously incurred significant expense in the abatement of nuisance property located at 620 W. Main Street. Legal description of that property is Lot 11 to Auditor's Plat #1, City of Marshall, Lyon County, Minnesota.
2. The residential property previously located on said property was destroyed by severe weather incident and the City has incurred expenses in excess of \$19,000.00 to abate the nuisance by way of removal of property at that location.
3. Said property is now a tax forfeited property owned by Lyon County, Minnesota, as the former owner has failed to pay real estate taxes.
4. Thomas Pearcy has expressed an interest in purchasing said property from Lyon County, Minnesota.
5. Pursuant to Minnesota Statutes §444.076, the City of Marshall may impose fees or charges for the use or availability of said property in an amount not to exceed the unpaid balance on a cancelled special assessment imposed for abatement of nuisance.
6. Perspective purchaser Thomas Pearcy has hereby paid an earnest money payment of \$1,000.00 for the proposed purchase of said property.
7. The City of Marshall believes that the appropriate fee or charge to be paid for the availability of said property is an amount of \$3,000.00.
8. That this agreement is subject to and contingent upon the approval of the \$3,000.00 charge to be imposed by the City of Marshall. If this agreement is acceptable and approved by the City of Marshall, this agreement and the \$1,000.00 earnest money will be remitted to Lyon County for the conclusion of the sale of property to Thomas Pearcy.
9. If, however, this agreement for the imposition of a \$3,000.00 charge by the City of Marshall is not approved by the City Council, then the \$1,000.00 earnest money payment will be refunded to Thomas Pearcy and this transaction will not be forwarded to Lyon County for conclusion.

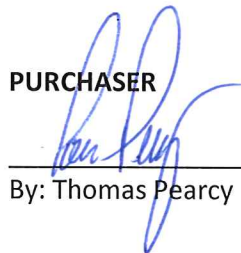
IN WITNESS WHEREOF, the parties have hereunto set their hands the date first above written and hereby agree to the terms and conditions herein.

**CITY OF MARSHALL**



By: Annette Storm,  
Its: Director of Administrative Services

**PURCHASER**



By: Thomas Pearcy