

RIGHT-OF-ENTRY FOR ACCESS

Rehabilitation of Damaged Flood Control Works
(P.L. 84-99), Marshall Flood Control Project

27-602007-0 / 406 Airport Road
(Property Identification)

This Right of Entry Agreement ("Agreement") is made and entered into as of this 20th day of February, 2026 ("Effective Date"), by and between the City of Marshall, a Minnesota municipal corporation ("City") and Rebecca Regnier, the fee owner of the property ("Owner") (together with the City referred to herein as the "Parties" or each a "Party").

RECITALS

- A. The Owner is the fee owner of certain real property with the PID number referenced above and legally described herein and on the attached Exhibit A (the "Property").
- B. The Owner is the beneficiary of certain repair work to the Marshall Levee by the City and the Corps of Engineers which benefits the Property.
- C. The Owners has agreed to allow the City to enter the Property for purposes of repairing the Marshall Levee and related improvements located on a portion of the Property (the "Project").

TERMS

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties hereby agree as follows:

1. The Owner hereby grants to the City, to include its employees, contractors, agents, or assigns, an irrevocable right to enter and access upon the lands hereinafter described at any time within a period of Twenty-Four (24) months from the date of this instrument.
2. This right-of-entry includes the right of ingress and egress on other lands of the Owner not described below, provided that such ingress and egress is necessary and not otherwise conveniently available to the City.
3. All tools, equipment, buildings, improvements, and other property taken upon or placed upon the land by the City shall remain the property of the City and may be removed by the City at any time within a reasonable period after the expiration of this right-of-entry.
4. In the event that the City does not acquire a greater real estate interest in said land prior to the expiration of this right-of-entry, or renewal thereof, the parties agree that, if any action of the City's employees or agents in the exercise of this right-of-entry results in damage to the real property, the City will, at its option, either repair such damage or make an appropriate settlement with the Owner. In no event shall such repair or settlement exceed the fair market value of the portion of the fee interest of the real property at the time immediately preceding such damage. The City's liability under this clause may not exceed appropriations available for such payment and nothing contained in this agreement may be considered as implying that the City will later appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any other damages than provided herein. The City does not waive any statutory limits under Chapter 466 of Minnesota Statutes.


5. Environmental Matters. The City shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the Project Area or Property prior to the date of this instrument.

6. Governing Law. The laws of the State of Minnesota shall govern this Agreement.

The land affected by this right-of-entry for access is located in the County of Lyon, State of Minnesota, and is described as:

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first above written.

CITY OF MARSHALL

By: 
Name: Robert Byrnes
Title: Mayor

REBECCA REGNIER

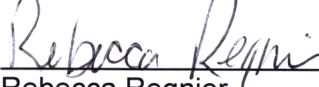
By: 
Name: Rebecca Regnier
2623 Highway 23
Marshall, MN 56258

EXHIBIT A

PARCEL 27-602007-0

LEGAL DESCRIPTION:

All that part of Northeast Quarter of Section 7, Township 111 North, Range 41 West of the 5th Principal Meridian in Lyon County, Minnesota, described as follows:

Beginning at a point which is 33 feet west and 1236 feet north of the east one-quarter corner of said Section 7, Township 111N, Range 41W and running thence west at right angles to the east line of said Section 7 a distance of 500.4 feet; thence in a southwesterly direction and along the southeasterly right-of-way line of the Great Northern Railroad a distance of 275.5 feet; thence in an easterly direction a distance of 732 feet to a point 150 feet south of the point of beginning; thence in a northerly direction a distance of 150 feet to the place of beginning and containing 2.12 acres more or less.

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