

RIGHT-OF-ENTRY FOR ACCESS

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

27-602008-0 / 410 Airport Road
(Property Identification)

This Right of Entry Agreement ("Agreement") is made and entered into as of this 24th day of February, 2026 ("Effective Date"), by and between the City of Marshall, a Minnesota municipal corporation ("City") and Evangelical Free Church, 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.

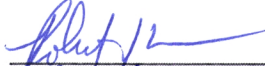
5. Environmental Matters. The City shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, 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

EVANGELICAL FREE CHURCH

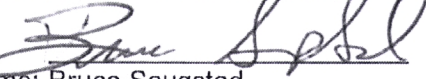
By: 
Name: Bruce Saugstad
Title: Board Chairman

EXHIBIT A

PARCEL 27-602008-0

LEGAL DESCRIPTION:

All that part of the Northeast Quarter (NE $\frac{1}{4}$) of Section Seven (7), Township One Hundred Eleven (111), Range Forty-One (41), Lyon County, Minnesota, lying Southwesterly of the right-of-way of the Great Northern Railway Company, described as follows: Beginning at a point on the East line of said Section 7, which is 700 feet North of the East Quarter Corner of said Section 7; running thence North on the East section line, a distance of 271 feet; running thence West at right angles a distance of 732 feet to the right-of-way of said Railway at point "A"; beginning again at the point of beginning, and running thence West at right angles a distance of 683 feet to point "B" in the center of the Redwood River; running thence in a Northwesterly direction, following the center of the Redwood River, to the right-of-way of said Railway; thence in a Northeasterly direction along the said Railway right-of-way to point "A", subject to easements of record.