

## PROPERTY ACCESS AGREEMENT AND LIABILITY WAIVER

This Property Access Agreement and Liability Waiver (the "Agreement") is entered into as of this \_\_\_ day of \_\_\_\_\_, 2026, by and between the Karen M. Marsh Revocable Trust, with Karen M. Marsh as Trustee (the "Trust"), and the undersigned (the "Accessing Party").

### RECITALS

WHEREAS, the Trust is the owner of certain real property located at 67238 330th Street, Watkins, MN 55389, Meeker County, Minnesota (the "Property");

WHEREAS, the Accessing Party desires temporary access to the Property for the purpose of conducting drilling, boring, soil sampling, and related activities (the "Activities") in connection with a potential purchase of the Property; and

WHEREAS, the Trust is willing to grant such access subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Grant of Access. The Trust hereby grants the Accessing Party, its employees, agents, and contractors, a temporary, non-exclusive right to access the Property for the sole purpose of conducting the Activities. Such access shall be limited to the areas of the Property reasonably necessary for the Activities and shall be conducted during normal business hours unless otherwise agreed in writing.
2. Access Term. The Accessing Party's right to access the Property under this Agreement shall expire thirty (30) days after the date of this Agreement, and all Activities must be commenced and completed within such thirty (30)-day period. No entry onto the Property shall be permitted thereafter unless the parties agree otherwise in writing.
3. Release of Liability. The Accessing Party, on behalf of itself, its employees, agents, contractors, and assigns, hereby releases, waives, and discharges the Trust, its trustees, beneficiaries, agents, and representatives from any and all claims, liabilities, damages, or injuries, whether to persons or property, arising out of or related to the Activities conducted on the Property.
4. Restoration of Property. The Accessing Party agrees to restore the Property to its original condition as nearly as practicable following the completion of the Activities. This includes, but is not limited to, filling any boreholes, removing all waste materials, and repairing any damage caused by the Activities.
5. Indemnification and Hold Harmless. The Accessing Party agrees to indemnify, defend, and hold harmless the Trust, its trustees, beneficiaries, agents, and representatives from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses (including

reasonable attorneys' fees) arising out of or related to the Activities conducted on the Property, including but not limited to claims for personal injury, property damage, or environmental contamination.

6. Insurance Requirements. The Accessing Party shall maintain adequate insurance coverage, at its sole expense, to ensure financial responsibility for any claims, damages, or liabilities arising out of or related to the Activities conducted on the Property. The Accessing Party shall provide proof of such insurance coverage to the Trust upon request prior to commencing the Activities.

7. Compliance with Laws. The Accessing Party shall comply with all applicable federal, state, and local laws, regulations, ordinances, and related licensing and permitting requirements for drilling, boring, and soil sampling activities.

8. Notice Requirements. The Accessing Party shall provide the Trust with at least five (5) business days' written notice prior to commencing the Activities. Such notice shall include the proposed dates and times of access, the specific areas of the Property to be accessed, and the nature of the Activities to be conducted.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to its conflict of laws principles.

10. Miscellaneous. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, whether written or oral. Any amendments to this Agreement must be in writing and signed by both parties. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

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

Karen M. Marsh Revocable Trust

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

Karen M. Marsh, Trustee

Accessing Party

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_