

RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement (“Agreement”) is made and entered into as of this ____ day of June, 2026, by and between the Grand Rapids Economic Development Authority, a body corporate and politic in the State of Minnesota (the “Authority”) and the Glenna M. Kellin and John Kellin (collectively, the “Property Owners”).

RECITALS

- A. The Property Owners are the owners of property legally described as:

Parcel ID 91-420-1940 Legal Description to be determined by survey.

(the “Property”).
- B. The Authority is considering purchasing the Property and would like to inspect the Property, conduct land and building analysis for TIF designation and conduct other investigations relating to the Property (“Investigations”), which will require access to the Property.
- C. The Property Owners have agreed to allow the Authority and its employees, officials, contractors, subcontractors, representatives, and agents on the Property in order to conduct the Investigations.

TERMS

The Authority and the Property Owners agree as follows:

1. Right of Entry. The Property Owners hereby agree to permit the Authority and its employees, officials, contractors, subcontractors, representatives, and agents to enter upon the Property for the purpose of conducting the Investigations. The Investigations shall be paid for by the Authority or its agents.

2. Scope of Right of Entry. The grant of this Right of Entry to the Authority shall not confer any estate, title, or exclusive possessory rights in the Property upon the Authority.

The Authority and its authorized personnel shall have the right to bring onto the Property such vehicles, equipment, materials, and tools as are reasonably necessary to conduct the Investigations. Upon request, the Property Owners shall provide the Authority with reasonable access to existing surveys, title documents, environmental reports, permits, and other records related to the Property that are in the Property Owners’ possession or control.

3. Indemnification. Except to the extent arising out of pre-existing conditions located on the Property or the Property Owners’ negligence or intentional misconduct, the

Authority agrees to indemnify and defend the Property Owners from and against any liens, claims, losses, or damage directly attributable by the Authority's exercise of its right to enter and conduct the Investigations upon the Property.

Notwithstanding anything to the contrary in this Agreement, in no event shall either party be liable to the other for any consequential, incidental, indirect, punitive, or speculative damages arising out of or related to this Agreement.

4. Insurance. The Authority will or carry or shall cause its contractors, representatives, and agents who enter the Property to carry insurance in accordance with the following requirements:

- A. Workers' Compensation Insurance, if required by law, with limits as required by statute;
- B. Comprehensive Auto Liability Insurance with minimum combined single limits of \$1 million per occurrence; and
- C. Comprehensive General Liability Insurance with minimum combined single limits of \$1.5 million per occurrence.

5. Restoration of the Property. Except to the extent arising out of any pre-existing condition on the Property or the Property Owners' negligence or intentional misconduct, the Authority agrees that it will take all reasonable and necessary precautions to avoid any damage to the Property from the activities of its employees, officials, contractors, subcontractors, representatives, or agents. Any damage to the Property to the extent resulting from the activities of the Authority will be restored at the Authority's expense to a condition substantially similar to its condition immediately prior to the activity causing such damage. The Property Owners shall notify the Authority in writing of any claimed damage within thirty (30) days of the activity alleged to have caused such damage; failure to provide such timely notice shall constitute a waiver of such claim.

6. Term. This Agreement shall automatically terminate on (i) June 30, 2026 or, (ii) the execution of a definitive purchase agreement between the Authority and the Property Owners, whichever occurs first.

7. Binding Effect; Modification. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their successors and permitted assigns and may only be modified by written agreement of the parties. This Agreement may not be assigned, transferred, or conveyed by either party without the prior written consent of the other, which consent may be granted in such other party's sole and absolute discretion. No third party shall have any rights, remedies, obligations, or benefits under any provision of this Agreement; provided, however, that the Authority's employees, officials, contractors, subcontractors, representatives, and agents are authorized to enter the Property and act on the Authority's behalf as contemplated by this Agreement.

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

9. Representations and Warranties of Property Owners. The Property Owners represent and warrant to the Authority that they hold fee simple title to the Property, free and clear of any liens, encumbrances, or restrictions that would prevent or impair the Authority's exercise of the rights granted under this Agreement, and have full power and authority to enter into this Agreement and grant the access rights contemplated herein.

10. Counterparts. This Agreement may be executed in multiple counterparts (including by means of telecopied signature pages or electronic transmission in portable document format (pdf)), any one of which need not contain the signatures of more than one party hereto, but all such counterparts taken together shall constitute one and the same instrument.

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

GRAND RAPIDS ECONOMIC
DEVELOPMENT AUTHORITY

By: _____

Its: President

By: _____

Its: Executive Director

Glenna M. Kellin and John Kellin

By: _____

Glenna M. Kellin and John Kellin
Property Owners