

## **RIGHT OF ENTRY AGREEMENT**

This Right of Entry Agreement (this “Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY, a Minnesota body corporate and politic (“Seller”), and RYAN COMPANIES US, INC., a Minnesota corporation (“Purchaser”).

### **RECITALS**

- A. Seller is the owner of the property legally described on the attached Exhibit A (the “Property”) located in the City of Grand Rapids, Minnesota (the “City”). Seller and Purchaser have entered into a Purchase and Sale Contract dated January 14, 2025 (the “Contract”), for the Purchaser to acquire the Property from Seller.
  
- C. Seller has agreed to allow Purchaser and its employees, contractors, subcontractors, representatives, and agents to enter upon on the Property prior to the Closing (as that term is defined in the Contract) in order to commence tree clearing and grading on the portions of the Property shown on Exhibit B (the “Site Preparation Activities”).

### **TERMS**

Seller and Purchaser agree as follows:

1. Right of Entry. Beginning on the date hereof, Seller hereby agrees to permit Purchaser and its employees, contractors, subcontractors, representatives and agents to enter upon the Property for the purpose of conducting the Site Preparation Activities. The Site Preparation Activities shall be paid for by Purchaser. Purchaser shall undertake the Site Preparation Activities in conformity with all applicable federal, state and local laws, ordinances, rules and regulations. Under no circumstances shall Purchaser commence construction of any buildings or other improvements on the Property prior to Closing. Purchaser acknowledges that it is proceeding at its own risk in starting work in advance of the Closing on the purchase of the Property.
  
2. Scope of Right of Entry. The grant of this right of entry to Purchaser shall not confer any estate, title, or exclusive possessory rights in the Property upon Purchaser. Purchaser acknowledges that it is proceeding at its own risk in starting work in advance of the Closing on the purchase of the Property.
  
3. Indemnification. Except to the extent caused by any willful misrepresentation or willful or wrongful misconduct of the City or the Seller or their agents, officials, or employees, and except to the extent caused by any breach by Seller, the City, or any of their agents, officials, or employees of the Seller’s obligations under this Agreement, Purchaser agrees to indemnify, defend and hold harmless the Seller, the City and their agents, officials, and employees from and against any liens, claims, losses, judgments, causes of actions, costs or expenses, or damages claimed by any third parties and directly attributable to Purchaser’s exercise of its right to enter the Property and conduct the Site Preparation Activities pursuant to this Agreement. Notwithstanding the preceding provisions of this Section, Purchaser shall not be liable for the mere

discovery of existing conditions on the Property, and shall have no obligation to remediate any hazardous or dangerous condition created by Seller or existing on the Property prior to Purchaser's entry pursuant to this Agreement prior to Closing. Notwithstanding any terms or provisions of this Agreement to the contrary, in the event that the Closing of the sale of the Property does not occur pursuant to the Contract, Purchaser shall not be required to restore any trees or otherwise restore or repair the Property, or compensate the Seller for any trees removed as part of the Site Preparation Activities.

4. Term. This Agreement shall automatically terminate on the earlier to occur of (i) \_\_\_\_\_, 2025, or (ii) the Closing of the sale of the Property pursuant to the Contract.

5. Insurance. Before commencing any Site Preparation Activities on the Property, Purchaser and its contractors and subcontractors entering the Property shall maintain liability insurance coverage issued with combined single limits of not less than \$2,000,000 per occurrence, which limit may be satisfied by any combination of primary and excess or umbrella policies, and shall include Seller as an additional insured. If requested by Seller in writing, Purchaser will provide Seller with proof of such coverage.

6. 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 parties' sole and absolute discretion; provided, however, that Purchaser may assign this Agreement without Seller's consent to any assignee of Purchaser's right and interest in and to the Contract in accordance with the terms thereof.

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

8. Mechanics' Liens. Purchaser shall not permit any mechanics', materialmen's' or other liens against the Property or any part thereof for work or materials furnished to Purchaser in connection with the right of entry granted pursuant to this Agreement and Purchaser agrees to indemnify, defend and hold harmless Seller and the City from and against the same.

9. Default. If Purchaser shall default on any of its agreements contained in this Agreement which default is not cured within thirty (30) days of written notice from the Seller, Seller may terminate this Agreement and enter the Property to remove Purchaser or any other person occupying the Property pursuant to this Agreement, and to repossess the Property free and clear of any rights of Purchaser.

10. Risk. Developer acknowledges that it is proceeding at its own risk in starting work in advance of the closing on the purchase of the Property, and understands that this Agreement imposes no obligation on the City or the EDA to take any action or do anything that would compromise the City's and the EDA's ability to exercise its legislative discretion.

[Signature page follows]

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

**GRAND RAPIDS ECONOMIC  
DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Executive Director

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chair

**RYAN COMPANIES US, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **EXHIBIT A**

### **Legal Description of the Property**

Lots 3-6, Block 2, Airport South Industrial Park – Phase 1, according to the recorded plat thereof, County of Itasca, State of Minnesota.

PID 91-433-0230, 91-433-0240, 91-433-0250, and 91-433-0260

**EXHIBIT B**

**Map of Site Preparation Activities**