

EARLY ACCESS AGREEMENT

This EARLY ACCESS AGREEMENT (hereinafter referred to as “**Agreement**”), is made as of _____, 2025, by and between City of Ramsey, a Minnesota municipal corporation, (hereinafter referred to as “**Seller**”), and LH Road, LLC, a Minnesota limited liability company (hereinafter referred to as “**Purchaser**”).

WITNESSETH:

WHEREAS, Seller is the fee simple owner of certain land legally described as “*Tract B, Registered Land Survey 251, Anoka County, Minnesota,*” (with an unassigned address) located in Ramsey, Minnesota (hereinafter referred to as the “**Property**”);

WHEREAS, Purchaser desires to conduct the necessary due diligence to determine suitability of the Property for Purchaser’s intended use (“**Due Diligence**”); and

WHEREAS, the parties hereto desire and intend that Purchaser has the right to enter upon the Property to conduct Due Diligence, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. **Grant of Access.** Seller hereby grants to Purchaser and to Purchaser’s affiliates, and its and their employees, agents, representatives and contractors (hereinafter collectively referred to as “**Purchaser’s Agents**”), a non-exclusive, revocable license to enter upon the Property and to the records, if any, maintained by Seller in each case during normal business hours. Such access shall be for the purposes of (a) reviewing leases and contracts and any records relating thereto; (b) reviewing records relating to the operating revenues and expenses; and (c) inspecting the physical condition of the Property and conducting a survey or other non-intrusive physical and environmental inspections of the Property. Without first obtaining Seller’s written consent thereto (which may be withheld in Seller’s sole discretion), neither Purchaser nor any Purchaser’s Agent shall (1) contact any tenant of the Property, (2) notify any governmental agency of any actual or potential violation of any zoning, environmental or other law, rule, or regulation, or (3) conduct any intrusive investigation regarding the Property.

2. **Notification.** Purchaser agrees that, in exercising its right of access hereunder, Purchaser will use, and will cause Purchaser’s Agents to use, their commercially reasonable efforts not to unreasonably interfere with the activities of tenants, or other persons occupying or providing service at the Property. Purchaser shall, at least one business day prior to the inspection, give Sean Sullivan, the Economic Development Manager on behalf of Seller notice of its intention to conduct any inspection so that Seller shall have an opportunity to have a representative present during any such inspection, and Seller expressly reserves the right to have a representative present. Purchaser agrees to cooperate with any reasonable request by Seller in connection with the timing of any such inspection.

If Purchaser: LH Road, LLC
14485 Azurite Street NW
Ramsey, MN 55303
Attn: Sam Burgeson
Email: sburgeson@wildlife.com

8. **Liens.** Purchaser shall keep the Property free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Purchaser or Purchaser's Agents with respect to any inspection or testing of the Property. If any such lien shall at any time be filed, Purchaser shall cause the same to be discharged of record within 30 days after knowledge by Purchaser thereof by satisfying the same or, if Purchaser in its discretion and good faith determines that such liens should be contested, by obtaining a bond. Failure by Purchaser to discharge such lien or obtain such bond within the 30 day said period shall be a material breach of this Agreement and shall entitle Seller, at its option and in addition to any other remedy Seller may have at law, in equity or by contract, immediately to declare this Agreement to be terminated. The provisions of this Section 8 shall survive any termination of this Agreement.

9. **Entire Agreement.** No representations or covenants of any kind, other than those of Purchaser expressly contained herein, have been made by either party hereto. This Agreement may only be modified or amended by an agreement in writing duly executed and delivered by each of the parties hereto. This Agreement supersedes any provisions of any letter of intent between the parties.

10. **Assignment.** This Agreement shall not be assigned by Purchaser, and any attempted assignment by Purchaser shall be void, provided, however that Purchaser may assign its rights and obligations under this Agreement, without Seller's consent, to an entity affiliated with Purchaser that is the "Purchaser" under the Purchase and Sale Agreement.

11. **Termination.** Unless terminated either by agreement of the parties, or otherwise, this Agreement shall terminate upon the earlier of: (a) the parties ceasing negotiations to enter into the Purchase and Sale Agreement, or (b) written notice of termination given by Seller for any reason whatsoever. Immediately upon any such termination, Purchaser's rights of access granted hereunder shall cease.

12. **Miscellaneous.** If any term, covenant or condition of this Agreement or the application thereof to any person, entity or circumstances shall to any extent be deemed invalid or unenforceable under applicable law, then the remainder hereof and the application of such a term, covenant, or condition to the person, entity or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and the application of such a term, covenant, or condition to the person, entity or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby. The rights and privileges granted herein shall accrue to the benefit of each of the parties hereto. It is understood and agreed that this Agreement shall not in any way constitute a Purchase and Sale Agreement, nor shall either party be required to enter into a Purchase and Sale Agreement or negotiate, in good faith or otherwise, a Purchase and Sale Agreement. For purposes of executing this Agreement, a document signed and transmitted by facsimile machine or electronic mail shall be treated as an original document. The signature of

any party thereon shall be considered as an original signature, and the document transmitted shall be considered to have the same binding legal effect as an original signature on an original document

13. **Governing Law.** This Agreement shall be governed by the laws of the State of Minnesota. In the event of any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs.

14. **Confidentiality.** Unless Seller specifically and expressly otherwise agrees in writing, Purchaser agrees that (a) the results of all inspections, analyses, studies and similar reports relating to the Property prepared by or for Purchaser utilizing any information acquired in whole or in part through the exercise of Purchaser's inspection rights; and (b) all information regarding the Property of whatsoever nature made available to Purchaser by Seller or Seller's agents or representatives, is confidential and shall not be held in confidence.

15. **Limitation on Liability.** Purchaser is a Minnesota limited liability company, notice is hereby given that neither the officers nor members of LH Road, LLC assume any personal liability for obligations entered into by, or on behalf of LH Road, LLC.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed by their duly authorized representative as of the date first written above.

SELLER:

City of Ramsey
a Minnesota municipal corporation

By: _____
Name: Ryan Heineman
Title: Mayor

PURCHASER:

LH Road, LLC
a Minnesota limited liability company

By: _____
Name: _____
Title: Chief Manager