

## CONSTRUCTION SITE ACCESS AND GRADING AGREEMENT

This Construction Site Access Agreement (“Agreement”) is entered into as of March 5, 2024, by and between the City of West Allis (“Grantor”) who owns the north parking lot located at 1901 S. 84 St., West Allis, Wisconsin (“Access Property”), and Catcon, Inc. dba Catalyst Construction (“Contractor”), which is the general contractor for a project for the development of 8530 West National Ave., West Allis, Wisconsin (“Development Property”).

**Whereas**, Contractor is performing construction work on the Development Property.

**Whereas**, to facilitate such construction Contractor has requested access and use of the Access Property for itself, and its contractors for parking of vehicles.

**Whereas**, Grantor is willing to permit Contractor and its contractor(s) to access and use of the Access Property pursuant to the terms of this Agreement.

**Now Therefore**, in consideration of the mutual conditions and covenants that are contained herein, Grantor and Contractor hereby agree as follows:

1. Access/Storage. Contractor, and its contractors and suppliers, shall be permitted to non-exclusive access over and upon the Access Property for use for parking of vehicles during the hours of 5:00 a.m. to 6:00 p.m. during the Term. Use to be Monday through Friday. Use on Saturdays to require prior approval from the Grantor. Contractor shall not park in the parking spaces marked for use by disabled persons and shall not park in the 4 easternmost parking spaces.
2. Restoration. Contractor shall be responsible for any damage to the Access Property caused by Contractor’s use of the Access Property and shall restore any damage caused by Contractor’s use upon conclusion of the term, ordinary wear and tear excluded.
3. Term. The term of such permission as identified in Section 1, shall commence upon March 5, 2024 and continue through December 31, 2025. During such Term, Contractor may temporarily suspend operations and use of the Access Property.
4. Rent. The Contractor shall pay to the Lessor, as base rent in the amount of Two Thousand Eight Hundred Dollars (\$2,800.00) payable in annual installments beginning on April 1, 2024. Any payment for less than one year shall be prorated.
5. Use of Premise. The Contractor shall use the leased premises for on-grade parking of automobiles and no other purpose.
6. Severability. This Agreement represents the entire and integrated agreement of the Parties with respect to the subject matter of this Agreement, and supersedes and replaces any negotiations, agreements, or other terms related to the subject matter of this Agreement. The provisions of this Agreement are severable. If any provision of this Agreement is determined invalid or unenforceable by a court of competent jurisdiction, the other provisions of this Agreement shall continue in full force and effect and the voided provision shall be amended, if permissible, to the extent necessary to render it valid and enforceable.
7. Modification. This Agreement shall not be deemed or construed to have been modified, amended, rescinded, cancelled or waived, in whole or in part, except by written amendment signed by each Party.
8. Authority. The Parties hereby each acknowledge that they have read and understand the Agreement. The Parties further acknowledge that they have each retained legal counsel of their own choosing for advice regarding the terms and conditions of this Agreement, and based on that advice, enter into this Agreement willingly and fully knowledgeable of their rights and obligations under the Agreement. The signatories below acknowledge that each has the full right and authority to enter into and execute this Agreement on their respective Party’s behalf. Each Party further represents and warrants that no other person or entity has an interest in any claims released hereunder.

9. Counterparts. This Agreement may be executed in multiple counterparts and, when joined together, form a complete and binding single instrument. A scanned or electronically-conveyed signature shall be as enforceable as an original, inked signature for purposes of executing this Agreement.

**Grantor: City of West Allis**

Signature \_\_\_\_\_ Date \_\_\_\_\_

E-mail: \_\_\_\_\_

Address for Notice: \_\_\_\_\_

**Contractor: Catcon, Inc.**

Signature \_\_\_\_\_ Date \_\_\_\_\_

E-mail: \_\_\_\_\_

Address for Notice: \_\_\_\_\_