

## CONSTRUCTION ACCESS AGREEMENT

THIS CONSTRUCTION ACCESS AGREEMENT (“**Agreement**”), effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”), by and between the Redevelopment Authority of the City of La Crosse (“**Seller**”) and RyKey Properties, a Limited Liability Company (“**Buyer**”).

### RECITALS

WHEREAS, Buyer and Seller are parties to that certain Option to Purchase, dated 04/25/2024, as amended, extended and assigned (the “**Option**”), pursuant to which Buyer has the option to purchase the real property now known as Lot 8 of River Point District, in the City of La Crosse, Wisconsin (the “**Property**”), upon the terms more particularly set forth in the Purchase Agreement;

WHEREAS, Buyer intends to develop the Property for Mixed Use-Multi-Family Residential (“**Buyer’s Housing Development**”) in accordance with the Site Plan attached hereto as Exhibit A;

WHEREAS, Seller has agreed to grant Buyer access to the Property for Buyer, and its consultants, contractors, subcontractors, agents and representatives (collectively, “**Performing Parties**”) to commence construction of Buyer’s Housing Development on the Property (collectively, the “**Work**”) prior to the closing and conveyance of the Property from Seller to Buyer; and

WHEREAS, Seller agrees to grant Buyer access to the Property to perform the Work, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and the promises and covenants contained herein, Seller and Buyer agree as follows:

1. Right of Entry. Seller grants to Buyer and the Performing Parties a limited right of entry and access to the Property for the performance of the Work. All access must be coordinated with the construction manager-primary contractor on site (Gerke Excavating). Access to the site shall be made from River Bend Drive at the intersection of Steamboat Court and River Bend Drive, unless otherwise granted by Gerke Excavating or the Redevelopment Authority.
2. Term. The term of this Agreement shall commence on the Effective Date, and shall terminate upon the earlier of (i) the conveyance of the Property from Seller to Buyer, or (iii).
3. Performance Standards. All Work shall be performed at Buyer’s sole cost and expense, in a good and workmanlike manner and in compliance with all applicable federal, state and municipal statutes, laws, ordinances, codes, orders, rules and regulations, including, without limitation, those relating to the environment or human health. Buyer shall, at Buyer’s sole cost and expense, procure all permits, approvals and inspections necessary for the Work.
4. Liens. Buyer shall keep the Property free and clear of any and all mechanics and construction liens for or arising out of or in connection with the Work, by, for, or permitted by Buyer on the Property. Buyer shall, within twenty (20) days after receiving notice of any claim of lien on the Property, discharge such

lien either by the payment of the indebtedness due the claimant, or by filing a bond (as provided by statute) as security therefor.

5. Improvements. No improvements shall be made to the property in advance of closing unless explicitly permitted by the Redevelopment Authority.

6. Indemnity. Buyer shall indemnify, defend, and hold harmless Seller from all third party claims, loss, damage, cost, charges or expense including, but not limited to reasonable attorneys' fees ("Claims"), for liability to persons or property, caused by any error, omission or default of Buyer or the Performing Parties arising out of the performance of the Work, other than to the extent that such Claims arise due to the negligence or intentional misconduct of the Seller or Seller's affiliates. In addition, Buyer agrees to defend, indemnify, and hold harmless Seller from and against any and all claims for which a construction or any other lien may be asserted by any person or entity against the Property as a result of the Work. Further, Buyer shall have no obligation or liability under this indemnity with respect to pre-existing environmental condition of the Property unless the Work is done in violation of that certain final case closure letter issued by the State of Wisconsin Department of Natural Resources on May 28, 2015.

7. Miscellaneous Provisions.

(a) This document constitutes the entire agreement and understanding between parties with respect to its subject matter and supersedes all prior negotiations and agreements. No amendment to this Agreement shall be valid unless it is in writing and signed by each party.

(b) This Agreement shall be binding upon the respective successors and assigns of the parties.

(c) No act or failure to act by either party will waive any right contained herein. Any waiver by either party must be in writing and signed by such party to be effective.

(d) This Agreement is governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to such jurisdiction's conflict of law principles.

(e) If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of the Agreement, and the remaining provisions of the Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

(f) The undersigned specifically represent that they are authorized to execute this Agreement.

(g) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument; provided, however, in no event shall this Agreement be deemed effective unless and until signed by all of the parties hereto. Signatures delivered by email transmission shall be binding upon the parties.

[Signature Pages to Follow.]

This Agreement entered into as of the day and year first written above.

**SELLER:**

**Redevelopment Authority of the City of La Crosse**

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

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

Its: \_\_\_\_\_

[Signatures continue on following page]

**BUYER:**

\_\_\_\_\_

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

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

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

EXHIBIT A

Buyer's Housing Development-Lot 8

# SITE PLAN

