

## LEASE

THIS LEASE entered into this 16 day of February, 2017, by and between the City of La Crosse, Wisconsin, hereinafter referred to as CITY, and Milestones Materials, a division of Mathy Construction Company, with principal offices located at 920 10<sup>th</sup> Avenue North, P.O. Box 189, Onalaska, WI 54650, hereinafter referred to as MILESTONE;

WITNESSETH:

The CITY does hereby lease, demise and let unto MILESTONE the following described premises in the City of La Crosse, County of La Crosse, State of Wisconsin, to-wit:

A parcel of land in the Southwest Quarter of the Northeast Quarter (SW 1/4 of NE 1/4) of Section 16, Township 16 North, Range 7 West, City of La Crosse, described as follows: Commencing at the center of said Section 16, thence North 30 feet more or less along the north-south quarter line to the Point of beginning; thence continuing North 1,220 feet more or less to the southerly right-of-way line of the former Chicago and North Western Transportation Company (a railway company) described and deeded to the State of Wisconsin (DNR) in Volume 838, Page 211 of County Records; thence southeasterly along said southerly line 805 feet more or less; thence South 485 feet more or less; thence West 300 feet more or less; thence South 23° West 279 feet more or less; thence West 225 feet more or less to the Point of Beginning. Said parcel contains 6.5 acres, more or less (the "Site").

MILESTONE shall use the Site for recycling concrete, asphalt, glass, plastic and demolition materials and no other purpose without express written consent of City. MILESTONE assumes responsibility for Site grading and any improvements. MILESTONE acknowledges that parts of the Site are zoned regional flood fringe and floodway. MILESTONE further agrees to comply with all applicable local, state and federal regulations, including applicable floodplain zoning and wetland regulations.

That the following specific agreements are the essence of this lease and any breach of the same shall entitle CITY to terminate this lease as hereinafter provided, to-wit:

1. TERM OF LEASE

MILESTONE agrees to lease the SITE for a term of five (5) years, commencing on the first day of February 1, 2017 and terminating on the 31<sup>st</sup> day of January, 2022.

2. RENTAL

MILESTONE shall make payment to the City in advance on or before the first day of February of each year. Said payment shall be in the amount of \$13,000.00 per year and shall contain a cost of living increase effective each year commencing February 1, 2018.

3. ENVIRONMENT

No hazardous, toxic or dangerous waste substance or material as defined as such in (or for the purpose of) any state, federal or local environmental laws, regulations, decrees or ordinances, shall be discharged, disbursed, released, stored, treated, generated, disposed or allowed to escape on, under or from the Site. No underground storage tanks shall be installed, used, incorporated into or disposed of on or under the Site.

4. CONDITION OF PROPERTY

No damage shall be done to or upon the Site other than may be reasonably necessary in conducting MILESTONE's operations.

5. OPERATIONS

MILESTONE shall work and reclaim any land that MILESTONE may disturb in conducting its operations on the Site in such manner that is in compliance with all federal, state and local laws, rules and regulations and in accordance with the approved zoning and permits.

6. LIABILITY

MILESTONE shall be liable for damage to any person or property in or about the Site which shall include damages resulting to other real property and personal property, caused by or in any way related to MILESTONE's operations at the Site.

7. REMOVAL OF FIXTURES AND EQUIPMENT

MILESTONE shall have the right at any time prior to or within a reasonable time after termination or expiration of this lease to remove any and all of its personal property including, but not limited to, stockpiles, machinery, fixtures and equipment which it owns and has placed in, upon or about the Site. In removing such personal property, MILESTONE shall not materially injure or damage the Site and any such material damage resulting therefrom shall be repaired at the expense of MILESTONE.

8. TERMINATION

This lease may be terminated if MILESTONE does the following: (a) breaches the terms or conditions of this lease and MILESTONE's breach of this lease is not cured within thirty (30) days after receipt of notice of such breach; or (b) if MILESTONE becomes insolvent or shall make any assignment for the benefit of creditors or if any of the Site shall be attached and not properly released, or if a petition is filed by or against MILESTONE to have it adjudicated, bankrupt or if a Trustee or Receiver shall be appointed to take care of its assets; (c) or if it shall desert or abandon the Site for a period of thirty (30) days, then at or any time afterwards, CITY may, at its option, enter the Site and remove any and all of MILESTONE's personalty and improvements or provide reasonable notice to MILESTONE to remove the same and obtain possession of the Site, in which event this lease shall be considered terminated. The Board of Public Works may terminate this lease with one hundred eighty (180) days advance written notice to MILESTONE for any reason. Upon termination or expiration of this lease, Lessee clearly understands it must vacate and abandon the Site.

9. ASSIGNMENT

MILESTONE herein shall have no right of assignment or subletting except by the written consent of the CITY stating the exact extent to which the said MILESTONE may assign or sublet any right, title or interest in and to the rights procured by this lease; and CITY may impose any additional terms, conditions or additional consideration as a condition upon granting such consent.

10. NOTICES

All notices required or options granted under this lease shall be given or exercised in writing and shall be deemed to be properly served if (a) sent by certified mail and return receipt requested, or (b) personally delivered to the addresses set forth above.

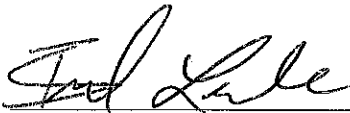
11. BINDING AGREEMENT

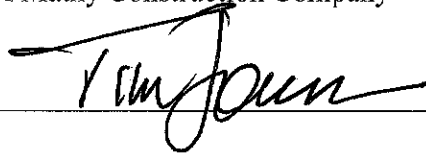
It is agreed that all covenants and conditions of the Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day first above written.

In the Presence of:

MILESTONE MATERIALS, a Division  
of Mathy Construction Company

  
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[Signature Page Follows]  
CITY OF LA CROSSE

  
\_\_\_\_\_

BY:   
\_\_\_\_\_ Timothy Kabat, Mayor

Sandra Craig

BY: Teri Lehrke  
Teri Lehrke, City Clerk