



Jones Lang LaSalle Americas, Inc.
4300 Amon Carter Blvd., Suite 100
Fort Worth, TX 76155
tel +1 817 230 2625 fax +1 817 306 8265

January 25, 2016

Tracking #14-49388

City of La Crosse
Attention: Ms. Brenda Buddenhagen
400 La Crosse St.
La Crosse, WI 54601

Dear Ms. Buddenhagen:

Enclosed please find one (1) fully executed Agreement for your file. A copy of the executed Agreement must be available upon request at the job sites allowing authorization to do the work.

Please contact the Roadmaster at (608) 781-7438 at least ten (10) days in advance of entry for each location and **BEFORE YOU DIG, CALL 1-800-533-2891**.

If you need additional information please contact me at (817) 230-2630.

Sincerely,

A handwritten signature in black ink, appearing to read "Patricia Villegas", written over a white rectangular area.

Patricia Villegas
Associate Manager-Permits

Enclosure

cc: William Barbee - BNSF Roadmaster - William.Barbee@bnsf.com

PIPELINE LICENSE

THIS PIPELINE LICENSE (“License”) is made to be effective January 22, 2016 (the “**Effective Date**”) by and between **BNSF RAILWAY COMPANY**, a Delaware corporation (“**Licensor**”) and **CITY OF LA CROSSE (“Licensee”)**, a Wisconsin municipal corporation.

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. Grant of License. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain one (1) pipeline, 36 inches in diameter (the “**Pipeline**”), and associated equipment across Licensor's rail corridor at or near the station of La Crosse, County of La Crosse, State of Wisconsin, Line Segment 0003, Mile Post 296.37 as shown on the attached Drawing No. 59949, dated November 11, 2015, attached hereto as **Exhibit “A”** and incorporated herein by reference (the “**Premises**”).
2. Term. This License shall commence on the Effective Date and shall continue for as long as the Premises are being used by Licensee as allowed under **Section 4**.
3. Existing Improvements. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. Use of the Premises. Licensee shall use the Premises solely for construction, maintenance, and use of the Pipeline, including construction, maintenance, and use of any necessary future replacements, alterations, or additions (collectively, “**Alterations**”). The Pipeline shall carry storm water, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose.
5. Description of Facilities. In accordance with Wis. Admin. Code § PSC 132.08(1), Licensee shall, at its own expense, provide Licensor with a physical description of the Pipeline upon installation. The description shall include the installed location and depth of any underground facilities.
6. Alterations. In accordance with Wis. Admin. Code § PSC 132.08(2), each party shall provide the other with a physical description of any alterations or additions to its property or facilities located within the Premises in the area of Licensee's facilities.

COMPENSATION

7. One-Time Payment. In accordance with Wis. Admin. Code § PSC 132.03, Licensee shall, in lieu of any license fees, make a one-time payment of Five Hundred Dollars

(\$500.00) (“**Payment**”) to Licensor to reimburse Licensor for any and all costs and expenses Licensor incurs as a result of the construction and maintenance of the Pipeline and any Alterations. Licensor agrees to credit Licensee One Hundred Forty Dollars (\$140.00) towards the Payment in consideration of the costs incurred by Licensee for the Safety Orientation (as defined in Section **16.2**) (the “**Credit**”). Licensee shall make the Payment, less the Credit, within ninety (90) days of the Effective Date.

8. Payment Terms. If Licensee fails to make the Payment when due, Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2.5%).

LICENSOR'S RESERVED RIGHTS

9. Reserved Rights of Use. Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
- 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Pipeline) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
 - 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or
 - 9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.
10. Relocation. In accordance with Wis. Admin. Code § PSC 132.06(4), Licensee shall relocate the Pipeline within the Premises if the relocation is reasonably necessary for railroad operations. The relocation expenses shall be paid by Licensee unless the facilities to be relocated serve only Licensor.

LICENSEE'S OPERATIONS

11. Construction and Maintenance of the Pipeline.
- 11.1 Licensee shall notify Licensor's Roadmaster, at 1645 Oak Street, La Crosse, WI 54603, telephone (608) 781-7438, at least ten (10) business days prior to installation of the Pipeline and prior to entering the Premises for any subsequent maintenance thereon. In the event of an emergency, Licensee shall notify Licensor of Licensee's entry onto the Premises at the telephone number above as

soon as practicable and shall promptly thereafter follow up with written notice of such entry.

- 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
- 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other, except when required for construction and/or maintenance of the Pipeline.
- 11.4 Any contractors or subcontractors performing work on the Pipeline or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
- 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises in such a manner as not, at any time, to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If, at any time, Licensor gives written notice to Licensee of any hazardous conditions created by Licensee's use of the Premises, Licensee shall take reasonable measures to abate any such conditions. Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Pipeline and Alterations in such a manner and of such material that the Pipeline and Alterations will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Pipeline shall be completed within one (1) year of the Effective Date, and any subsequent maintenance or Alteration shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Pipeline or Alterations or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing.

- 11.7 In accordance with Wis. Admin. Code § PSC 132.06(3), Licensor and Licensee shall each construct, repair and maintain its own property or facilities located within the Premises and may not perform regular or emergency maintenance or repair of the other's property or facilities.
- 11.8 Licensor may direct one or more of its field engineers to observe or inspect the construction and maintenance of the Pipeline or the Alterations for compliance with **Section 11.6**. If, at any time, Licensor gives notice to Licensee of any imminently dangerous or hazardous condition created by Licensee's construction or maintenance activities on the Premises, Licensee shall immediately take reasonable measures to abate any such dangerous or hazardous conditions. Licensor has no duty or obligation to observe or inspect, or to halt work on, the Pipeline or Alterations, it being solely Licensee's responsibility to ensure that the Pipeline and any Alterations are constructed and maintained in a safe and workmanlike manner in compliance with all applicable Legal Requirements (as defined below). Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.
12. Boring and Excavation.
- 12.1 In undertaking any boring, excavation, or similar work (collectively, "Underground Work") on or about any portion of the Premises, Licensee shall comply with all requirements of Wis. Stat. § 182.0175 applicable to excavators, as that term is used in therein. Licensee may request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Underground Work by contacting Licensor's Telecommunications Helpdesk at least thirty (30) business days prior to installation of the Pipeline. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Underground Work and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.
- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present Licensor may require Licensee to select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion, reasonably exercised, a remedial plan to

deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.

- 12.3 Any open hole, boring, or well, constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be filled in to surrounding ground level with compacted bentonite grout; or otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days and must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

INSURANCE, LIABILITY AND INDEMNIFICATION

13. Insurance. In accordance with Wis. Admin. Code § PSC 132.05(1), Licensor and Licensee shall each determine for itself the amount and scope of insurance it shall carry to cover risks associated with Licensor's property or Licensee's facilities.
14. Indemnification. In accordance with Wis. Admin. Code § PSC 132.05(2), Licensor and Licensee shall indemnify the other for damages resulting from its own negligence related to the presence of Licensee's facilities.
15. No Waiver. No provision of this License is intended, or shall be construed, to be a waiver for any purpose by Licensee of any provision of Wis. Stat. §§ 893.80 or 345.05 or any other notice requirements, governmental immunities, or damages limitations that may apply to Licensee or any of its departments, employees, officers, elected officials, board members, commissioners, or agents. Any indemnification Licensee gives Licensor under this License is specifically limited by this **Section 15** to the end that Licensee shall not be liable to Licensor in indemnification or contribution for an amount greater than the recoverable limits for claims against municipalities established by Wis. Stat. § 893.80 or 345.05 or any other applicable limits on municipal liability.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

16. Compliance with Laws and Regulations.
- 16.1 Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.
- 16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensor's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website

“www.contractororientation.com“ (the “**Safety Orientation**”) within one (1) year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises.

- 16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of-way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the “**Rights**”) and such other Rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations in accordance with the terms and conditions of this License.
- 16.4 Licensee shall require that the initial stated term of each such Right be for a period that does not expire, in accordance with its ordinary terms, while this License is in effect. If, however, such Right so expires, Licensee shall, at its cost, exercise any renewal rights thereunder or otherwise acquire such extensions, additions and/or replacements as may be necessary in order to cause the stated term thereof to continue while this License is in effect.
17. Environmental.
- 17.1 Licensee shall strictly comply with all federal, state and local environmental Legal Requirements and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (“**RCRA**”), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, and CERCLA (collectively referred to as “**Environmental Laws**”). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.
- 17.2 Licensee covenants that it will not, in violation of any Environmental Laws, handle or transport “hazardous waste” or “hazardous substances,” as “hazardous waste” and “hazardous substances” may now or in the future be defined by any federal, state, or local governmental agency or body through the Pipeline on Licensor's property.
- 17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of hazardous substances on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee

shall use best efforts to promptly respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.

- 17.4 If Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline that occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- 17.5 Licensee shall promptly report to Licensor in writing any conditions or activities upon the Premises known to Licensee that create an unreasonable risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding such conditions or activities.

DISCLAIMER OF WARRANTIES

18. No Warranties.

18.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE OR WIS. ADMIN. CODE CH. PSC 132.**

18.2 **LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES.**

LIENS AND TAXES

19. Liens and Charges. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on the Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by law to prevent the attachment of any such liens to the Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this **Section 19** or any other Section of this License.
20. Taxes. Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed by any governmental or quasi-governmental body upon the Pipeline or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

DEFAULT, TERMINATION, AND REMOVAL OF IMPROVEMENTS

21. Default and Termination. The following events are deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:
- 21.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within ninety (90) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 24**, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee.
 - 21.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of hazardous waste or hazardous material, Licensor may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee.
 - 21.3 Any waiver by Licensor or Licensee of any default or defaults shall not constitute a waiver of either party's ability to enforce any Section of this License.
 - 21.4 In the event that Licensor exercises its right to terminate this License under this **Section 21**, Licensee may continue its use of the Premises until such time as the PSC approves the abandonment of the Improvements and orders their removal pursuant to Wis. Admin. Code § 132.09.
22. Removal of Improvements and Restoration of the Premises.
- 22.1 Removal of Improvements. Pursuant to Wis. Admin. Code § PSC 132.09, Licensee's Improvements may remain on the Premises and in use until the PSC approves abandonment of the Improvements and authorizes that the abandoned Improvements be removed.
 - 22.2 Restoration. In the event the PSC orders the Improvements removed from the Premises, Licensee shall undertake the following:
 - 22.2.1 restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;
 - 22.2.2 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and
 - 22.2.3 at its option, either remove the Improvements or abandon them in place and leave the Premises in substantially the condition existing as of the Effective Date, ordinary wear and tear excepted.

MISCELLANEOUS

23. Successors and Assigns. All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensor and Licensee to the same extent as if each such successor and assign was named a party to this License.
24. Assignment.
- 24.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensor, which consent may not be unreasonably withheld or delayed by Licensor. Any attempted assignment by Licensee in violation of this **Section 25** shall be a breach of this License.
- 24.2 THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD, CONDITIONED, OR DELAYED.
- 24.3 Notwithstanding the provisions of **Section 24.1** or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License.
- 24.4 The provisions of this **Section 24** shall survive the termination of this License.
25. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor: Jones Lang LaSalle
Brokerage, Inc. 4300
Amon Carter Blvd.,
Suite 100 Fort Worth,
TX 76155
Attn: Permits/Licenses

With a copy to: BNSF Railway Company
2500 Lou Menk Dr. — A0B3
Fort Worth, TX 76131
Attn: Senior Manager Real Estate

If to Licensee: City Clerk: City of La Crosse
400 La Crosse St.
La Crosse, WI 54601

With a copy to City Engineer: City of La Crosse
400 La Crosse St.
La Crosse, WI 54601

26. Survival. Termination of this License will not release either party from any liability or obligation under this License whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when the Pipeline and the other Improvements are removed and the Premises are restored in accordance with this License.
27. Recordation. It is understood and agreed that this License shall not be placed on public record, but a memorandum thereof in form and substance identical to that attached hereto as **Exhibit "B"** ("**Memorandum of License**") may be placed on public record at Licensee's sole cost and expense. In the event this License is terminated for any reason, Licensee agrees, at its sole cost and expense, to promptly record a release of the Memorandum of License in form and substance identical to that attached hereto as **Exhibit "C"** ("**Termination of License**") in all real property records in which the Memorandum of License was filed.
28. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Wisconsin without regard to conflicts of law provisions.
29. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.

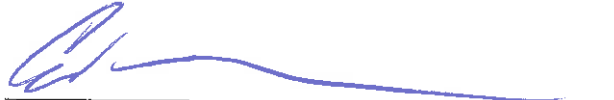
30. Integration. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties. Nothing herein is intended to terminate any surviving obligation of Licensor or Licensor's obligation to defend and hold Licensee harmless in any prior written agreement between the parties.
31. Waiver. The waiver by Licensor or Licensee of the breach of any provision herein by the other party shall in no way impair the right of the non-breaching party to enforce that provision for any subsequent breach thereof.
32. Interpretation.
- 32.1 Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.
- 32.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing," "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof," "herein," "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.
33. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged via email or electronic facsimile machines and any email or electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.
34. Licensor's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

END OF PAGE — SIGNATURE PAGE FOLLOWS

LICENSOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: Jones Lang LaSalle Brokerage, Inc.,
4300 Amon Carter Blvd, Suite 100
Fort Worth, TX 76155

By: 

Title: Ed Darter
Senior Vice President - National Accounts

Date: _____

LICENSEE:

CITY OF LA CROSSE, WI, a Wisconsin municipal corporation

400 La Crosse Street
La Crosse, Wisconsin 54601

By: 

Title: MAYOR

Date: 12/04/2015

Mr Lehrke, City Clerk 12/4/15

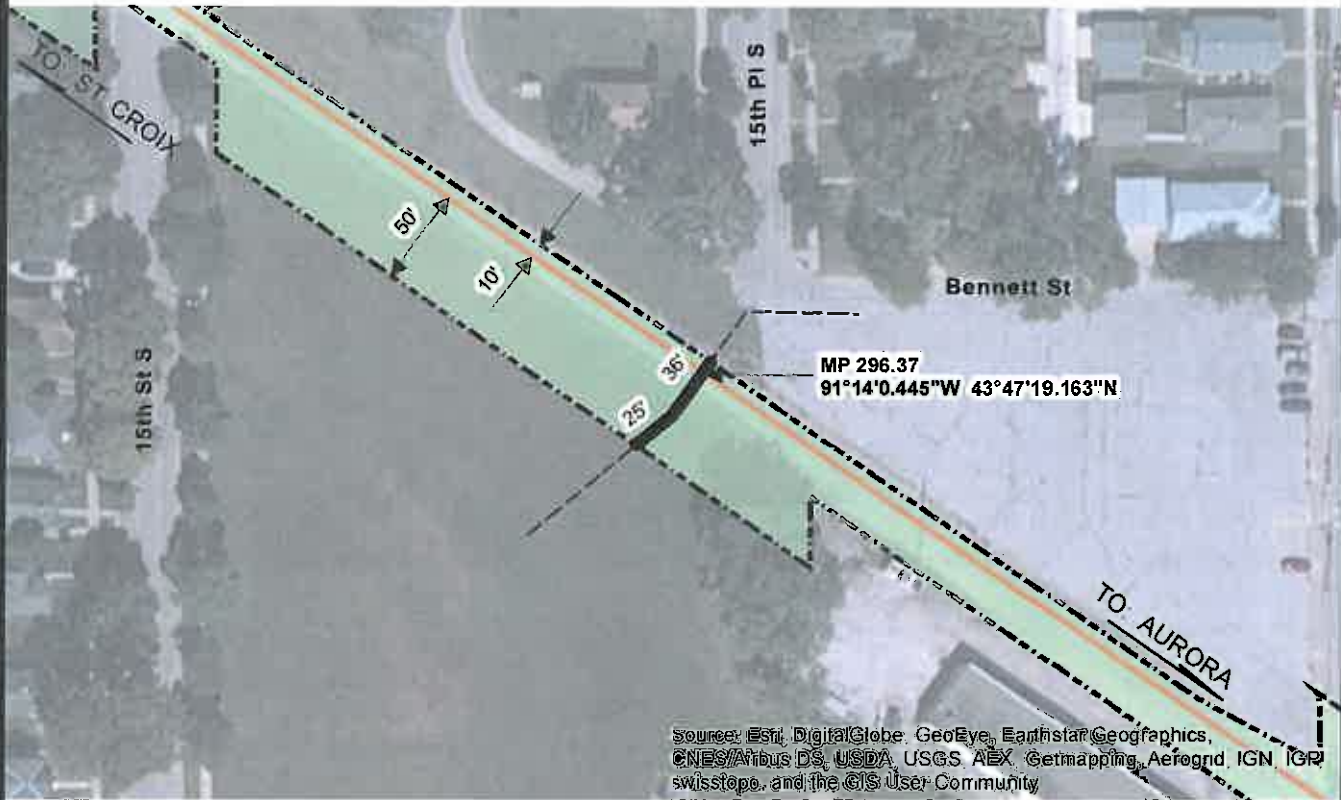
EXHIBIT "A"
 ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
 AND



CITY OF LA CROSSE

SCALE: 1 IN. = 100 FT.
CHICAGO DIV.
AURORA SUBDIV.
 L.S. 0003 MP 296.37
 DATE 11/11/2015

SECTION: 8
 TOWNSHIP: 15N
 RANGE: 7W
 MERIDIAN: 4PM



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

DESCRIPTION OF PIPELINE
 PIPELINE SHOWN BOLD

	CARRIER PIPE	CASING PIPE		CARRIER PIPE	CASING PIPE
SIZE:	<u>36"</u>	-	LENGTH ON R/W:	<u>61'</u>	-
CONTENTS:	<u>STORM WATER</u>	-	WORKING PRESSURE:	-	-
PIPE MATERIAL:	<u>STEEL</u>	-	BURY: BASE/RAIL TO TOP OF PIPE	-	<u>7'</u>
SPECIFICATIONS / GRADE:	<u>GRADE B</u>	-	BURY: NATURAL GROUND	-	<u>4'</u>
WALL THICKNESS:	<u>0.531"</u>	-	BURY: ROADWAY DITCHES	-	<u>4'</u>
COATING:	-	-	CATHODIC PROTECTION	-	<u>YES</u>

VENTS: NUMBER - SIZE - HEIGHT OF VENT ABOVE GROUND -
 NOTE: PIPE TO BE JACKED OR DRY BORED ONLY

AT LA CROSSE
COUNTY OF LA CROSSE

STATE OF WI

JNC

EXHIBIT "B"

MEMORANDUM OF LICENSE

STATE OF WISCONSIN §
 §
COUNTY OF LA CROSSE §

THIS MEMORANDUM OF LICENSE is hereby executed this 22 day of January, 2016, by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Licensor**"), whose address for purposes of this instrument is 2500 Lou Menk Drive, Fort Worth, Texas 76131, and the **CITY OF LA CROSSE**, a Wisconsin municipal corporation, ("**Licensee**"), whose address for purposes of this instrument is 400 La Crosse Street, La Crosse, Wisconsin 54601, which terms "**Licensor**" and "**Licensee**" shall include, wherever the context permits or requires, singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties:

WITNESSETH:

WHEREAS, Licensor owns or controls certain real property situated in the City of La Crosse, La Crosse County, Wisconsin as described below (the "**Premises**");

WHEREAS, Licensor and Licensee entered into a Pipeline License, dated January 22, 2016 (the "**License Agreement**") which set forth, among other things, the terms of a License granted by Licensor to Licensee over and across the Premises (the "**License**"); and

WHEREAS, Licensor and Licensee desire to memorialize the terms and conditions of the License Agreement of record.

For valuable consideration the receipt and sufficiency of which are hereby acknowledged, Licensor does grant unto Licensee and Licensee does hereby accept from Licensor the License over and across the Premises, specifically described as follows:

Near station of La Crosse, County of La Crosse, State of Wisconsin
Line Segment: 0003, Mile Post: 296.37

The term of the License, unless sooner terminated under provisions of the License Agreement, shall commence on January 22, 2016 and continue unless sooner terminated by the terms therein.

All the terms, conditions, provisions and covenants of the License Agreement are incorporated herein by this reference for all purposes as though written out at length herein, and both the License Agreement and this Memorandum of License shall be deemed to constitute a single instrument or document. This Memorandum of License is not intended to amend, modify, supplement, or supersede any of the provisions of the License Agreement and, to the extent

supplement, or supersede any of the provisions of the License Agreement and, to the extent there may be any conflict or inconsistency between the License Agreement or this Memorandum of License, the License Agreement shall control.

END OF PAGE – SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, Licensor and Licensee have executed this Memorandum of License to as of the date and year first above written.

LICENSOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: [Signature]
Name: Ed Darter
Title: Sr. VP Nat'l Accts.

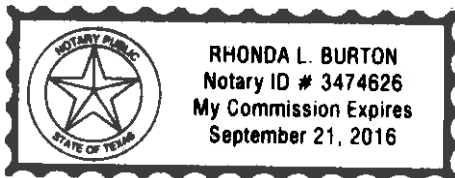
STATE OF TEXAS

§

COUNTY OF TARRANT

§
§

This instrument was acknowledged before me on the 22nd day of January, 2016, by Ed Darter (name) as Sr. VP - Nat'l Accts. (title) of BNSF RAILWAY COMPANY, a Delaware corporation.



[Signature]
Notary Public

My appointment expires: 9/21/2016
(Seal)

LICENSEE:

CITY OF LA CROSSE, a Wisconsin municipal corporation

By: Timothy Kolat
Name: TIMOTHY KOLAT
Title: MAYOR

Jeri Lehrke, City Clerk 12/4/15

STATE OF Wisconsin §
COUNTY OF LaCrosse §

This instrument was acknowledged before me on the 4th day of
December, 2015 by Timothy Kabat (name) as
Mayor (title) of and Teri hehrke,
City Clerk.

Brenda L. Bullenhagen
Notary Public

My appointment expires: 11-2-18

(Seal)

AFTER RECORDING, RETURN TO:

BNSF Railway Company
2500 Lou Menk Drive, AOB 3
Fort Worth, Texas 76131-2830
Attn: _____

EXECUTED as of the date below each party's signature; to be effective, however, as of the Effective Date.

LICENSOR:

BNSF Railway Company

LICENSEE:

City of La Crosse

By: _____
Name: _____
Title: _____
Date: _____

By: Timothy Kabat
Name: TIMOTHY KABAT
Title: MAYOR
Date: 12/04/2015

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on _____ (date) by _____ (name) as _____ (title) of BNSF Railway Company, a Delaware corporation.

Notary Public

(Seal)

My appointment expires: _____

STATE OF Wisconsin
COUNTY OF LaCrosse

This instrument was acknowledged before me on 12-4-15 (date) by Timothy Kabat (name) as mayor (title) of the City of LaCrosse (name of party)

Brenda L. Buehler
Notary Public

(Seal)

My appointment expires: 11-2-18

AFTER RECORDING, RETURN TO:

BNSF Railway Company
2500 Lou Menk Drive, AOB 3
Fort Worth, Texas 76131-2830
Attn: _____