

LEASE

This office space lease ("Lease") is made between the **City of La Crosse**, Wisconsin, a municipal corporation, hereinafter known as "**Lessor**", with offices at 400 La Crosse Street, La Crosse, Wisconsin, and **BNSF Railway Company**, having its principal place of business at 2500 Lou Menk Drive, AOB-3, Fort Worth, Texas 76131 (hereinafter referred to as "**Lessee**").

1. **PROPERTY DESCRIPTION.** Lessor does hereby lease 101 square foot of office space located at the Community Policing Center located at 713 St. James Street, in the City of La Crosse, County of La Crosse, State of Wisconsin (the "Leased Premises").

^{NOVEMBER} ~~OCTOBER~~ ² ~~15~~ ^{END} 2. **TERM.** The term of this Lease shall be month to month beginning on 2014.

3. **RENT.** Lessee agrees to pay rent of Three Hundred Dollars (\$300.00) per month, which amount shall be paid on or before the first day of each month. The first payment shall be due upon execution of this lease. Lessor agrees to provide electrical service. Lessee shall be responsible for their own telephone service, internet service and office furniture.

4. **PERMITTED USE.** Said premises shall be used as office space. Lessee will occupy and use the space in compliance with any and all laws, statutes, rules, regulations and ordinances. Lessee agrees that it shall maintain the Leased Premises in the condition at least equal to the conditions as they existed at the time of execution of the lease, reasonable wear and tear accepted.

5. **NOTICE.** Any notice required or permitted to be given by either party to the other shall be in writing to the following addresses:

For City of La Crosse:

City Clerk
400 La Crosse Street
La Crosse, WI 54601

With a copy to:

City Attorney
400 La Crosse Street
La Crosse, WI 54601

For BNSF Railway:

Attn: Corporate Real Estate - Development
2500 Lou Menk Drive, AOB-3
Fort Worth, Texas 76131

With copy to:

Jones Lang LaSalle
Attn: Facility Lease Administration
4300 Amon Carter Blvd., Suite 100
Fort Worth, Texas 76155

Notice shall be deemed to have been given, if (i) placed in the U.S. Mail, certified 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 above.

6. **ASSIGNMENT.** This lease shall not be assigned without prior written consent of the City of La Crosse and any attempt to assign without the prior written consent of the City of La Crosse is void.

7. INSURANCE AND INDEMNIFICATION. INDEMNIFICATION Lessee is insured under Burlington Northern Santa Fe, LLC's excess property and liability policies. Lessee's self-insured retention is in keeping with it's net worth and cash flows and is consistent with that of other corporations of similar operations and size. Adequate reserves are maintained for claims within the retention. Lessee covenants and agrees that it will defend and indemnify the City of La Crosse, its agents, officers, employees and assigns from and against any and all damages, claims, warranties, costs and obligations, including attorney fees, which the City of La Crosse shall incur by reason or in consequence of Lessee's lease of the above described parcel. Lessee shall not be obligated to defend or hold harmless the City of La Crosse, its agents, officers and employees from and against any and all damages, claims, penalties, costs and obligations which the City of La Crosse may sustain or incur due to the intentional acts or intentional omissions of the City, its agents, officers and employees.

8. EMINENT DOMAIN. If the whole, or any part therein, of the property shall be taken under the power of eminent domain, the terms of this lease shall cease as to the parcel taken from the date of possession of that part taken for public purpose, and from that date Lessee shall have the right to either cancel this lease or to continue possession of the remainder of the premises under the terms provided for herein.

All damages awarded for such taking shall belong to and be the sole property of Lessor, provided, however, that Lessor shall not be entitled to any portion of the award made for loss of improvements belonging to Lessee.

9. SIGNS. Lessee shall not erect, install, operate nor cause or permit to be erected, installed or operated in or upon the premises herein any signs or similar advertising device without first obtaining the written consent of Lessor, except as herein provided.

10. WAIVER OR NON-WAIVER. Any waiver or any breach of the covenants contained herein to be kept and performed by Lessee shall not be considered as a continuing waiver and shall not operate to bar or prevent Lessor from declaring a forfeiture of any succeeding breach of either the same commission or covenant or otherwise.

11. APPLICABLE LAW. This lease shall be deemed to have made in and construed in accordance with the laws of the State of Wisconsin.

12. MAINTENANCE. The Lessee shall be responsible for all maintenance of the Leased Premises.

13. TERMINATION. The Board of Public Works may terminate this Lease within ninety (90) days advance written notice to Lessee for any reason.

In witness where, the parties have hereto on 13TH day of NOVEMBER, 2014 executed this lease.

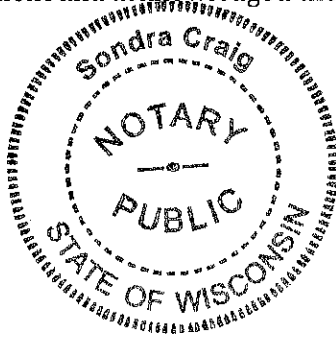
CITY OF LA CROSSE

BY: Timothy Kabat
Timothy Kabat, Mayor

BY: Teri Lehrke
Teri Lehrke, City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF LA CROSSE)

Personally came before me this 14th day of November, 2014, the above named Timothy Kabat, Mayor and Teri Lehrke, City Clerk to me known to be the persons who execute the foregoing instrument and acknowledged the same.



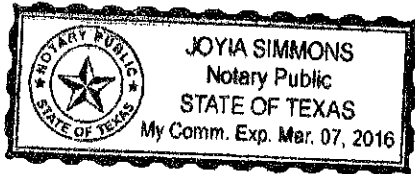
Sondra Craig
Notary Public, State of WI
My Commission: 11/11/17

BNSF RAILWAY

BY: Kurt Geringer
Kurt Geringer, General Director - Real Estate

STATE OF TEXAS)
) ss.
COUNTY OF TARRANT)

Personally came before me this 25th day of September, 2014, the above named Kurt Geringer, General Director - Real Estate to me known to be the person who execute the foregoing instrument and acknowledged the same.



Joyia E. Simmons
Notary Public, State of TX
My Commission: 3/7/2016